

**FT PGR 9300-A  
(Cancels FT PGR 9300)**

# **PROGRESSIVE RAIL INC.**

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## **FREIGHT TARIFF PGR 9300-A (Cancels Freight Tariff PGR 9300)**

### **RAIL TRUCK TRANSFER TARIFF**

**PROVIDING SERVICE  
ON  
DRY AND LIQUID COMMODITIES  
AT  
STATIONS NAMED IN ITEM 110**

### **RAIL - TRUCK TRANSFER TARIFF**

**This tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular items.**

**ISSUED: October 1, 2008**

**EFFECTIVE: November 1, 2008**

#### **ISSUED BY**

**D. J. Fellon, President  
Progressive Rail Inc.  
21778 Highview Ave.  
Lakeville, MN 55044**

**FT PGR 9300-A**

<p><b>CANCELLATION NOTICE</b></p>	<p><b>RULES AND OTHER GOVERNING PROVISIONS GENERAL RULES AND REGULATIONS</b></p>						
<p>Freight Tariff 9300-A cancels Freight Tariff 9300 in its entirety.</p> <p>Provisions formerly shown in Freight Tariff 9300-A and not brought forward in Freight Tariff 9300 are hereby canceled.</p>	<p><b>ITEM 75</b></p> <p align="center"><b>METHOD OF CANCELLING ITEMS</b></p> <p>As this tariff is supplemented, numbered items with letter suffixes cancel correspondingly numbered items in the original tariff or in a prior supplement. Letter suffixes will be used in alphabetical sequences starting with A. For example: Item 100-A cancels Item 100 and Item 200-B cancels Item 200-A in a prior supplement, which in turn canceled Item 200.</p>						
<p><b>RULES AND OTHER GOVERNING PROVISIONS GENERAL RULES AND REGULATIONS</b></p>	<p><b>ITEM 100</b></p> <p align="center"><b>METHOD OF DENOTING REISSUED MATTER IN SUPPLEMENTS</b></p> <p>Matter brought forward without change from one supplement to another will not be designated as "Reissued" by a reference mark. To determine its original effective date, consult the supplement in which the reissued matter first became effective.</p>						
<p><b>ITEM 2.10</b></p> <p align="center"><b>PARTICIPATING CARRIER</b></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"><b>ABBREVIATION:</b></td> <td><b>NAME OF CARRIER :</b></td> </tr> <tr> <td>ALT</td> <td>AIRLAKE TERMINAL RAILWAY CO.</td> </tr> <tr> <td>PGR</td> <td>PROGRESSIVE RAIL INC.</td> </tr> </table> <p>NOTE: Where Progressive Rail Inc. (PGR) is referenced in this tariff, the reference will also be interpreted to include the Airlake Terminal Railway Co. (ALT), except where expressly provided to the contrary in connection with particular items. [A]</p>	<b>ABBREVIATION:</b>	<b>NAME OF CARRIER :</b>	ALT	AIRLAKE TERMINAL RAILWAY CO.	PGR	PROGRESSIVE RAIL INC.	<p><b>ITEM 110</b></p> <p align="center"><b>APPLICATION</b></p> <p>The provisions of this tariff will apply on various commodities at designated PGR "Carload Connection" facilities at the following locations:</p> <p align="center"> <b>Bloomington, MN (2001 - 94<sup>th</sup> Street)*</b>  <b>Lakeville, MN (21778 Highview Ave)*</b>  <b>Lakeville, MN (21790 Hamburg Ave)*</b>  <b>Lakeville, MN ( 8415 - 220<sup>th</sup> Street)*</b>  <b>Minneapolis, MN (220 West 60th St)*</b> </p> <p>Carload Connection facilities listed above are operated by Progressive Rail Inc. (PGR). The purpose of this tariff is to advise PGR shippers of the services they may expect when utilizing Carload Connection. Arrangements for service at Carload Connection facilities shall be made between the shipper and PGR.</p>
<b>ABBREVIATION:</b>	<b>NAME OF CARRIER :</b>						
ALT	AIRLAKE TERMINAL RAILWAY CO.						
PGR	PROGRESSIVE RAIL INC.						
<p><b>ITEM 5</b></p> <p align="center"><b>DESCRIPTION OF GOVERNING CLASSIFICATION</b></p> <p>The term "Uniform Freight Classification" when used herein means Uniform Freight Classification 6000 – series.</p>	<p>Upon request of the shipper, the terminal services named herein will be performed as described herein (See Note 1), which involve a PGR movement to or from the above terminals, subject to the charges, rules and regulations published herein.</p> <p>To arrange for terminal services specified in Item 115 at locations specified above, Shipper will notify PGR before actual shipment of product is made, advising PGR Carload Connection personnel of the commodity and the car number to be shipped. Bill of lading for shipments should list Carload Connection as the care of party or the ship from party (as the case may be).</p>						
<p><b>ITEM 15</b></p> <p align="center"><b>HAZARDOUS FREIGHT</b></p> <p>Shipments of hazardous freight under this tariff are subject to regulations of the U.S. Department of Transportation as shown in Bureau of Explosives, STB BOE 6000 – series, C. Keller, Agent.</p>	<p align="center">(Continued on next page)</p>						
<p><b>ITEM 20</b></p> <p align="center"><b>REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.</b></p> <p>(A) Where reference is made in this tariff to tariffs, items, notes, rules, circulars, etc., such references are continuous and include supplements to and successive issues of such tariffs and reissues of such items, notes, rules, circulars, etc.</p> <p>(B) Where reference is made in this tariff to another tariff by number, such reference applies also to such tariff to the extent it may be applicable on intrastate traffic.</p>	<p>For explanation of abbreviations and reference marks not explained herein, see Item 99999, this tariff.</p>						

<p><b>RULES AND OTHER GOVERNING PROVISIONS GENERAL RULES AND REGULATIONS</b></p>	<p><b>RULES AND OTHER GOVERNING PROVISIONS GENERAL RULES AND REGULATIONS</b></p>
<p><b>ITEM 110 (Cont'd)</b></p> <p style="text-align: center;"><b>APPLICATION</b></p> <p>NOTE 1: Carload Connection facilities will handle commodities in bulk when appropriate infrastructure and equipment for handling such commodities are available. PGR will require shipper to provide Material Safety Data Sheets (MSDS) and will keep same on file as well as product Handling Protocol for hazardous materials and such other information as may be required, including the need for special transfer equipment, personal protective equipment (PPE), pollution control, etc., prior to shipment of the commodity. PGR reserves the right to refuse any commodity at its Carload Connection facilities.</p> <p>* Formerly known as Progressive Rail Distribution. Cars consigned to, in care of, or shipped from Progressive Rail Distribution will be handled in accordance with the provisions of this tariff .</p>	<p><b>ITEM 115</b></p> <p style="text-align: center;"><b>TERMINAL SERVICES; CONDITIONS; UNLOADING OF RAIL CARS; MAXIMUM TRANSFER CHARGES; BILLING</b></p> <p><b>A. BASIC SERVICES INCLUDED IN A TRANSFER</b></p> <p>Unless otherwise agreed upon <u>in writing</u> by PGR and the customer, a dry or liquid bulk transfer conducted at a PGR Carload Connection facility will include the following services at no additional cost:</p> <ol style="list-style-type: none"> <li>1. Weigh empty trailer.</li> <li>2. Inspection of PGR terminal transfer equipment for cleanliness. This does not include self-load equipment.</li> <li>3. Verification of motor carrier's shipment documentation.</li> <li>4. Sample contents of one compartment of non-hazardous rail car. Samples are to be taken from the bottom of the railcar unless otherwise agreed upon <u>in writing</u> by the shipper and PGR.</li> <li>5. Perform non-self load transfer at negotiated charge.</li> <li>6. Sample contents of inbound loaded non-hazardous trailer.</li> <li>7. Weigh loaded trailer.</li> <li>8. Provide driver with scale ticket and product sample if requested by the shipper or beneficial owner.</li> </ol> <p>The Shipper and PGR may agree upon the performance of services in addition to those listed above, at rates to be negotiated by the parties.</p> <p><b>B. CONDITIONS OF TERMINAL SERVICES</b></p> <ol style="list-style-type: none"> <li>1. Prior to acquiring terminal services at a PGR Carload Connection facility listed in Item 110, shipper or beneficial owner must provide said facility a MSDS covering the commodity to be handled, and, for hazardous materials a Handling Protocol outlining hazards and procedures for safe handling.</li> <li>2. PGR, directly or indirectly through an independent contractor, will perform the services named herein on carload shipments of commodity, subject to charges, rules and regulations published herein. PGR reserves the right to refuse to handle any commodity at its sole discretion.</li> <li>3. All commodities must have a MSDS sheet on file at the terminal prior to arriving for terminal services. For shipments of hazardous materials, a Handling Protocol must be on file at the terminal prior to arriving for terminal services. Commodity(s) arriving at a Carload Connection facility before receipt of a MSDS and Handling Protocol (as applicable) will be held subject to Track Occupancy Charges as specified in Item 140 and no transfers will be accomplished until this information arrives.</li> </ol> <p style="text-align: right;">(Continued on next page)</p>
<p><b>ITEM 112</b></p> <p style="text-align: center;"><b>MOTOR CARRIER ACCESS</b></p> <p>A shipper may retain a motor carrier to load or unload commodity at a Carload Connection facility. In order to load or unload a commodity at a Carload Connection facility, a motor carrier must execute an indemnity agreement ("Right of Entry Agreement") between the motor carrier and PGR, covering the motor carrier's activities while at the Carload Connection facility. When this agreement is fully executed, a motor carrier is "pre-approved". Carriers and their employees operating at Carload Connection sites are required to conform to all such rules and procedures.</p> <p>All pre-approved motor carriers may deliver to or pull loads from a PGR Carload Connection facility. Motor carriers may be required to assist in the connection and loading or unloading of the trailer. The motor carrier will be responsible for its equipment at all times and the driver must remain with the vehicle while loading or unloading. The motor carrier will comply with all required safety procedures, which will include the removal of vehicle keys while loading Hazmat products. Authorized PGR terminal personnel will load or unload all hazardous materials unless otherwise agreed upon <u>in writing</u> by the shipper and PGR.</p> <p>A motor carrier that is not pre-approved will not be allowed to enter a PGR Carload Connection facility. The motor carrier driver must have a valid CDL (Commercial Driver's License) in his/her possession while conducting activities at the PGR Carload Connection facility.</p> <p>NOTE 1: For the purposes stated herein, "self-loading" shall be defined as a motor carrier using equipment affixed to its equipment to perform the physical transfer of the commodity. Self-loaders must also supply all hoses, fittings, etc. in addition to appropriate spill containment for the transfer of commodity.</p>	<p>For explanation of abbreviations and reference marks not explained herein, see Item 99999, this tariff.</p>

<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS GENERAL RULES AND REGULATIONS</b></p>	<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS GENERAL RULES AND REGULATIONS</b></p>
<p><b>ITEM 115 (Cont'd)</b></p> <p><b>TERMINAL SERVICES; CONDITIONS; UNLOADING OF RAIL CARS; MAXIMUM TRANSFER CHARGES; BILLING</b></p> <p><b>B. CONDITIONS OF TERMINAL SERVICES (Cont'd)</b></p> <p>4. Commodity(s) that PGR declines to handle under the charges, rules and regulations published herein may, at PGR's sole discretion, be handled under a separately negotiated contract.</p> <p>5. Terminal services are restricted to carloads involving PGR handling.</p> <p>6. PGR will make every reasonable effort to empty each car as completely as possible using normal mechanical transfer procedures. PGR shall not however be responsible for residue that clings to the car and cannot be removed by normal terminal procedures. [A]</p> <p><b>C. UNLOADING OF RAIL CARS</b></p> <p>Subject to the maximum transfer charges set forth below, charges for unloading of railcars to trucks and unloading of trucks to railcars at a Carload Connection facility will be determined on an individual basis by PGR Carload Connection personnel. The handling characteristics of the commodity, manpower requirements and the transfer equipment required will determine the charges. Any truck detention charges incurred during the loading or unloading process and any overtime charges (Item 150) will be the responsibility of the shipper. However, charges for the services listed below shall be no greater than that set forth below. Further, any shipper may at any time communicate with PGR if it believes the transfer charges to be non-competitive based on market conditions.</p> <p><b>D. MAXIMUM TRANSFER CHARGES</b></p> <p>Applicable on shipments transferred from rail car to truck or from truck to rail car at the facilities listed in Item 110.</p> <p><b>DRY OR LIQUID COMMODITIES, IN BULK</b></p> <p>On commodities transferred in bulk, the following charges, subject to a minimum weight of 45,000 pounds per truckload per transfer, will be assessed for transfer at all Carload Connection facilities.</p> <p><b>DRY BULK</b></p> <p>Mechanical Conveyor or Auger Transfers.....\$825.00 per carload</p> <p align="center">(Continued in next column)</p>	<p><b>ITEM 115 (Cont'd)</b></p> <p><b>TERMINAL SERVICES; CONDITIONS; UNLOADING OF RAIL CARS; MAXIMUM TRANSFER CHARGES; BILLING</b></p> <p><b>D. MAXIMUM TRANSFER CHARGES (Cont'd)</b></p> <p>Applicable on shipments transferred from rail car to truck or from truck to rail car at the facilities listed in Item 110.</p> <p><b>LIQUID BULK</b></p> <p>Non-hazardous Liquids Pumping..... \$450.00 per hour Hazardous Liquids (Other than flammables) ..... Individually priced Flammables..... Individually priced</p> <p>NOTE 1: The rate for Dry Bulk is valid for commodities in which the flow characteristics allow for uninterrupted loading or unloading without material need for additional mechanical or human assistance. Commodities requiring excessive additional machinery or personnel will be charged the applicable hourly rates. [A]</p> <p>NOTE 2: The 49 Code of Federal Regulations, Table 172.101 (Hazardous Material Table), as may be revised from time to time, will be used to determine if a product is hazardous. PGR reserves the right to refuse to handle ANY commodity at a Carload Connection facility. Only authorized PGR personnel may transfer hazardous commodities, <u>unless otherwise agreed upon in writing by PGR and the customer.</u></p> <p>NOTE 3: Individually priced commodities will be established by written agreement. [A]</p> <p>NOTE 4: Multiple commodities may be loaded in a compartmentalized trailer for a charge of \$60.00 for each additional commodity or compartment loaded.</p> <p><b>LUMBER, BANDED, IN BUNDLES</b></p> <p><u>Rates will be established by written agreement.</u></p> <p><b>PANELS (E.G. PLYWOOD, OSB, PARTICLEBOARD, ETC.</b></p> <p><u>Rates will be established by written agreement.</u></p> <p align="right">(Continued on next page)</p>
<p>For explanation of abbreviations and reference marks not explained herein, see Item 99999, this tariff.</p>	

<p><b>RULES AND OTHER GOVERNING PROVISIONS GENERAL RULES AND REGULATIONS</b></p>	<p><b>RULES AND OTHER GOVERNING PROVISIONS GENERAL RULES AND REGULATIONS</b></p>												
<p><b>ITEM 115 (Cont'd)</b></p> <p><b>TERMINAL SERVICES; CONDITIONS; UNLOADING OF RAIL CARS; MAXIMUM TRANSFER CHARGES; BILLING</b></p> <p><b>D. MAXIMUM TRANSFER CHARGES (Cont'd)</b></p> <p>Applicable on shipments transferred from rail car to truck or from truck to rail car at the facilities listed in Item 110.</p> <p><b>STEEL BEAMS, PIPE</b> Rates will be established by written agreement.</p> <p><b>EQUIPMENT OR MACHINERY</b> Rates will be established by written agreement.</p> <p><b>ANCILLARY SERVICES</b></p> <table border="0"> <tr> <td>General Services<sup>(1)</sup> .....</td> <td>\$75 / hr [A]</td> </tr> <tr> <td>Welding to secure loads (where required)<sup>(2)</sup> .....</td> <td>\$120.00 / hour</td> </tr> <tr> <td>Front end loader with operator<sup>(2)</sup> .....</td> <td>\$250.00 / hour</td> </tr> <tr> <td>Conveyor with operator<sup>(2)</sup> .....</td> <td>\$275.00 / hour</td> </tr> <tr> <td>Skid loader with operator<sup>(2)</sup> .....</td> <td>\$75.00 / hour</td> </tr> <tr> <td>Temperature Monitoring (railcar or trailer) .....</td> <td>\$25.00/ day [A]</td> </tr> </table> <p>(1) Includes such services as re-banding, paper wrapping, or re-stacking bundles of lumber or panels. [A]</p> <p>(2) Rates include machine and operator only. Additional ground crew or laborers available at [!]<u>\$75.00 per hour.</u></p> <p>Additional ancillary terminal services available upon request and subject to charges to be negotiated by the parties.</p>	General Services <sup>(1)</sup> .....	\$75 / hr [A]	Welding to secure loads (where required) <sup>(2)</sup> .....	\$120.00 / hour	Front end loader with operator <sup>(2)</sup> .....	\$250.00 / hour	Conveyor with operator <sup>(2)</sup> .....	\$275.00 / hour	Skid loader with operator <sup>(2)</sup> .....	\$75.00 / hour	Temperature Monitoring (railcar or trailer) .....	\$25.00/ day [A]	<p><b>ITEM 115 (Cont'd)</b></p> <p><b>TERMINAL SERVICES; CONDITIONS; UNLOADING OF RAIL CARS; MAXIMUM TRANSFER CHARGES; BILLING</b></p> <p><b>E. STORAGE</b> <u>Rates will be established by written agreement.</u></p> <p><b>F. BILLING OF CHARGES</b></p> <p>Unless arrangements to the contrary are made prior to shipment, charges for facility services described herein will be billed to the shipper or beneficial owner by PGR, including, but not limited to, Track Occupancy Charges (Item 140).</p> <p>Charges for services performed at the facilities named in this tariff will accrue only to and be billed by Progressive Rail Inc. [A]</p> <p>If credit privileges are granted (a determination made on an individual basis), terms of payment shall be in accordance with Item 110 of Tariff PGR 8000-Series.</p> <p><b>ITEM 125</b></p> <p><b>ADDITIONAL SERVICES</b></p> <p><b>A. COMMODITY SAMPLING and INSPECTION</b></p> <p>Transfer charges in Item 115 include the visual inspection of the exterior of the railcar and the exterior of the trailer. Top sampling of railcars must be agreed upon in advance by Shipper and PGR. Sample containers shall be provided by shipper at no cost to PGR.</p> <p>PGR reserves the right to take samples of any commodity transferred at a Carload Connection facility for its own purposes.</p> <p><b>B. WEIGHING OF TRUCKS</b></p> <p>When scale weights are desired, one complete weighing is provided at no charge. If <u>additional scale weights</u> are requested, PGR will perform same at an additional charge of \$50.00 per occurrence.</p> <p><b>C. STOCK TRANSFER</b></p> <p>When after the initial receipt of cargo a shipper requests that the cargo be transferred to the account of another company, a charge of \$200 will be assessed to the shipper requesting the transfer. The transfer must be requested by the original owner of the stock. Stock Transfer may not be used to avoid storage charges. The company to which the stock is transferred must be a customer of Carload Connection at the time of the request. [A]</p>
General Services <sup>(1)</sup> .....	\$75 / hr [A]												
Welding to secure loads (where required) <sup>(2)</sup> .....	\$120.00 / hour												
Front end loader with operator <sup>(2)</sup> .....	\$250.00 / hour												
Conveyor with operator <sup>(2)</sup> .....	\$275.00 / hour												
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Temperature Monitoring (railcar or trailer) .....	\$25.00/ day [A]												
<p>For explanation of abbreviations and reference marks not explained herein, see Item 99999, this tariff.</p>													

**FT PGR 9300-A**

<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS GENERAL RULES AND REGULATIONS</b></p>	<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS GENERAL RULES AND REGULATIONS</b></p>
<p><b>ITEM 130</b></p> <p align="center"><b>TERMINAL LIABILITY</b></p> <p><b>A. LOSS OF WEIGHT</b></p> <p>Allowable transfer losses will be one percent (1%) of the weight of the commodity on a six-month (January-June, and July-December) cumulative basis per shipper, per Carload Connection facility, and such loss will be considered standard operating loss not assessable against PGR (See note).</p> <p>NOTE 1: Greater loss allowances may be required as a condition of acceptance for specific products when handling characteristics preclude complete unloading of the trailer or the railcar.</p> <p><b>B. LIABILITY LIMITS</b></p> <p>The liability of PGR with respect to activities in which it is engaged at a Carload Connection facility shall be limited to the negligence of PGR in the performance of the services described in this tariff. Furthermore, PGR shall not be liable for consequential, indirect, special or punitive damages, interest, attorneys fees, or any amount in excess of product or car owner's actual loss concerning the commodity shipped or the equipment utilized.</p> <p><b>C. CLAIMS</b></p> <p>Only one claim for loss, damage and/or injury may be filed for each rail car handled under this tariff. No claim will be paid which is filed more than nine (9) months after product delivery or release of car from the terminal.</p>	<p><b>ITEM 140</b></p> <p align="center"><b>TRACK OCCUPANCY CHARGES, DEMURRAGE, AND RELATED CHARGES</b></p> <p><b>A. RAILROAD CAR DEMURRAGE</b></p> <p>All railroad owned or controlled cars will be subject to demurrage under the provisions of Tariffs CPRS 6666-Series, UP 6004-Series, or PGR 6004-Series, as applicable.</p> <p><b>B. TRACK OCCUPANCY CHARGE</b></p> <p>Shippers of private cars in constructive placement or actual placement status over twenty (20) days will be assessed a charge of \$20.00 per day per car. [A]</p> <p><b>C. NOTES AND OTHER CHARGES</b></p> <p>NOTE 1: A private car is a railcar bearing other than railroad reporting marks and not controlled by a railroad. All cars of the TTX Company are railroad controlled cars.</p> <p>NOTE 2: When a railcar is constructively or actually placed at a Carload Connection facility and subsequently reshipped without any transfers having been made, a facility charge of \$500 will be assessed to the party issuing the reshipping instructions, in addition to all other applicable charges.</p> <p>NOTE 3: Constructive placement is the date the railcar is available to be switched into the Carload Connection facility. Actual placement is the date the railcar is physically placed in the Carload Connection facility.</p>
<p>For explanation of abbreviations and reference marks not explained herein, see Item 99999, this tariff.</p>	

**FT PGR 9300-A**

<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS GENERAL RULES AND REGULATIONS</b></p>	<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS GENERAL RULES AND REGULATIONS</b></p>						
<p><b>ITEM 150</b></p> <p align="center"><b>HOURS OF SERVICE AND OVERTIME CHARGES</b></p> <p>Normal working hours at Carload Connection facilities are from 7:30 A.M. to 4:00 P.M., exclusive of Saturdays, Sundays and Holidays (See Item 185).</p> <p>When service is required prior to 7:30 A.M. or after 4:00 P.M., arrangements must be made with PGR in advance. All loadings, unloadings, and services must be scheduled before 3 p.m. of the day before the day that loading, unloading, and service is needed. Every attempt will be made to accommodate emergencies and requested times, but loading spots and other circumstances may require occasional modifications of requested times. When loading, unloading, and services are to begin after 4 p.m., written authorization for overtime to complete the process (if required) must be submitted before the process begins. The charge for services before or after normal working hours will be at a rate of \$96.00 per person per hour or fraction thereof, in addition to all other applicable charges (See Exception).</p> <p>For safety reasons, PGR Carload Connection procedures require that at least two (2) terminal operator people be present during the transfer of any non-self load products. A truck driver on site qualifies as one of these people only if the product is a non-hazardous product, unless otherwise agreed upon <u>in writing</u> by the shipper and PGR. For self-load products only one (1) PGR employee is required or one (1) qualified truck driver will satisfy the safety requirement.</p> <p>When service is requested at a Carload Connection facility on Saturdays, Sundays or Holidays (See Item 185), or when terminal personnel are required to make an extra trip to the facility rather than performing continuous service, arrangements must be made in advance with PGR. The charge for this service will be \$120 per hour per person subject to a four (4) hour minimum per person, in addition to all other applicable charges for service provided.</p> <p>Authorization for overtime must be received in writing from the party responsible for paying terminal service charges.</p> <p><b>EXCEPTION:</b> No additional charges will be assessed if the motor carrier is at the Carload Connection facility and ready for loading before 4:00 P.M., and the delay causing the overtime is the fault of PGR.</p>	<p><b>ITEM 160</b></p> <p align="center"><b>ORDER PLACING</b></p> <p>The shipper or beneficial owner will be responsible for providing the Carload Connection facility with the name of the motor carrier authorized to transport the product, along with product transfer instructions. Such instructions may be initiated verbally but must be confirmed via facsimile, written communication, or through electronic means. PGR will not be responsible for any problems concerning the shipment and performance of terminal services when PGR has not received facsimile confirmation or electronic communication covering each separate trailer from or to which commodity is transferred.</p>						
	<p><b>ITEM 165</b></p> <p align="center"><b>RAIL CAR OR TRUCK ARRIVING AT TERMINAL WITHOUT FULL WRITTEN DESCRIPTION OF LADING</b></p> <p>Any railcar or truck arriving at a Carload Connection facility without full written description of lading will be held at shipper's expense awaiting adequate and proper description or further instructions on disposition of lading. If such written description shows that the commodity is not one approved for transfer, that railcar will be released to shipper for disposition, subject to all applicable terminal charges, along with any other charges to which PGR may be entitled.</p>						
	<p><b>ITEM 185</b></p> <p align="center"><b>HOLIDAYS</b></p> <p>Wherever in this tariff reference is made to "Holidays" it means the following:</p> <table border="0" data-bbox="873 1486 1372 1570"> <tr> <td>New Years Day</td> <td>Memorial Day</td> </tr> <tr> <td>U S Independence Day</td> <td>Labor Day</td> </tr> <tr> <td>Thanksgiving Day</td> <td>Christmas Day</td> </tr> </table> <p>Note: When a holiday occurs on a Saturday or Sunday, the following Monday will be observed as the holiday.</p>	New Years Day	Memorial Day	U S Independence Day	Labor Day	Thanksgiving Day	Christmas Day
New Years Day	Memorial Day						
U S Independence Day	Labor Day						
Thanksgiving Day	Christmas Day						
<p>For explanation of abbreviations and reference marks not explained herein, see Item 99999, this tariff.</p>							

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS	
<b>ITEM 99999</b>	
<b>EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS<sup>(1)</sup></b>	
<u><b>Abbreviation</b></u>	<u><b>Explanation</b></u>
ALT	Airlake Terminal Railway Co.
BOE	Bureau of Explosives
CDL	Commercial Driver's License
CFR	Code of Federal Regulations
e.g.	For example
Etc.	Et cetra
i.e.	that is
LB	pound
LnFt	Lineal Foot
MBdFt	1000 Board Feet
MSDS	Material Safety Data Sheet
MSqFt	1000 Square Feet
N.A.	Not Applicable
OPSL	Official Railroad Station List, RAILINC. Agent
OSB	Oriented strandboard
PGR	Progressive Rail Inc.
PPE	Personal Protective Equipment
STB	Surface Transportation Board
STCC	Standard Transportation Commodity Code, RAILINC, Agent
UFC	Uniform Freight Classification Committee, Agent
viz.	namely
[A]	Addition
[C]	Change
[D]	Canceled
[ I ]	Increase
[R]	Reduction
[NC]	Brought forward without change
<u>(Underscored portion denotes addition/change.)</u>	
<sup>(1)</sup> The two character state abbreviations used in this tariff are those adopted by the postal departments of the United States and Canada.	