

**FT CMPA 8000-A  
(Cancels FT CMPA 8000)**

**MADISON RAILROAD,  
CITY OF MADISON PORT AUTHORITY**



**FREIGHT TARIFF CMPA 8000-A**  
(For Cancellations, see Item 1.00, this Tariff)

**NAMING  
DEMURRAGE , STORAGE, SWITCHING  
AND  
MISCELLANEOUS RULES AND CHARGES  
ON THE  
MADISON RAILROAD**

**ISSUED: July 25, 2022**

**EFFECTIVE: AUGUST 5, 2022**

**ISSUED BY**

**MADISON RAILROAD  
1121 W JPG WOODFILL ROAD  
MADISON, INDIANA 47250  
Phone: 812-273-4248 / FAX: 812-265-5251  
Adam E. Robillard – General Manager**

For explanation of terms, abbreviations and reference marks, see last page of tariff.

**FREIGHT TARIFF CMPA 8000-A**

<b>ITEM 1.00</b>  <p align="center"><b>CANCELLATION NOTICE</b></p> <p>FT CMPA 8000-A cancels FT CMPA 8000 Effective August 1, 2022.</p> <p>Provisions formerly published in FT CMPA 8000 and not brought forward in FT CMPA 8000-A are hereby canceled.</p>		<b>TABLE OF CONTENTS (Cont'd)</b>	
		<b>DESCRIPTION</b>	<b>ITEM</b>
<b>TABLE OF CONTENTS</b>		<b>SECTION 1 MISCELLANEOUS RULES AND CHARGES (Cont'd)</b>	
<b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - GENERAL</b>		<b>CONGESTION RESULTING FROM RAIL CUSTOMER MAY RESULT IN AN EMBARGO...</b>	180
<b>DESCRIPTION OF GOVERNING CLASSIFICATION AND EXCEPTIONS.....</b>	5	<b>DAMAGED RAILCARS/ SAFE RETURN.....</b>	145
<b>REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.....</b>	15	<b>DIMENSIONAL SHIPMENTS AND SHIPMENTS EXCEEDING MAXIMUM GROSS WEIGHT ON RAIL.....</b>	107
<b>STATION LIST AND CONDITIONS.....</b>	10	<b>DIVERSION OR RECONSIGNMENT.....</b>	191
<b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</b>		<b>EMPTY CARS ORDERED BUT NOT LOADED.....</b>	133
<b>CAPACITY AND DIMENSIONS OF CARS .....</b>	25	<b>HAZARDOUS MATERIALS.....</b>	110
<b>CONSECUTIVE NUMBERS.....</b>	20	<b>IDLER / BUFFER Cars.....</b>	170
<b>EXPLOSIVES AND DANGEROUS ARTICLES.....</b>	45	<b>LIABILITY AND INDEMNIFICATION.....</b>	100
<b>FORCE MAJEURE.....</b>	40	<b>NOTIFICATION OF REJECTED EQUIPMENT FOR LOADING.....</b>	135
<b>HOLIDAYS.....</b>	55	<b>ORDERING EMPTY FREIGHT CARS FOR LOADING.....</b>	130
<b>METHOD OF CANCELLING, CHANGING OR ADDING ITEMS.....</b>	30	<b>OVERLOADED CARS.....</b>	185
<b>NORMAL HOURS OF OPERATION.....</b>	50	<b>PERISHABLES.....</b>	105
<b>PAYMENT OF CHARGES.....</b>	35	<b>PLACEMENT OF INBOUND CARLOAD SHIPMENTS AT STATIONS ON THE CMPA.....</b>	190
<b>PAYMENT OF CHARGES.....</b>	60	<b>RE-SPOTTING (SET-BACK) CHARGE.....</b>	160
<b>SECURITY DEPOSIT.....</b>	65	<b>SPECIAL TRAIN SERVICE.....</b>	197
<b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b>		<b>STANDBY SERVICE/ EXCLUSIVE SWITCHING....</b>	150
<b>ADMINISTRATIVE FEE FOR PROCESSING MANUAL BILL OF LADING.....</b>	125	<b>TURNING OF CARS TO PERMIT LOADING OR UNLOADING , ETC.....</b>	165
<b>ARTICULATED CARS.....</b>	175	<b>WEIGHING CARS.....</b>	172
<b>CARS INTERCHANGED IN ERROR.....</b>	115	<b>SECTION 2 SWITCHING RULES AND CHARGES</b>	
<b>CARS RELEASED AND SUBSEQUENTLY RETURNED TO INDUSTRY .....</b>	155	<b>INTRA-PLANT SWITCHING CHARGE.....</b>	210
<b>CARS RELEASED, NOT READY TO PULL .....</b>	140	<b>INTRA-PLANT SWITCHING DEFINITION.....</b>	200
<b>CARS RETURNED TO THIS RAILROAD ..BY CONNECTING CARRIER DUE TO CUSTOMER ERROR.....</b>	120	<b>INTRA-TERMINAL SWITCHING CHARGE.....</b>	205
<b>CHARGE FOR HEAVY DUTY FLAT CARS.....</b>	195	<b>INTRA-TERMINAL SWITCHING CHARGE.....</b>	215
<b>CHERRY PICKING.....</b>	162	<b>SECTION 3 DEMURRAGE RULES AND CHARGES</b>	
(Continued in next Column)		<b>CAR DEMURRAGE AND CHARGES.....</b>	300
		<b>DEFINITIONS OF TERMS.....</b>	320
		<b>DELINQUENT DEMURRAGE ACCOUNTS.....</b>	315
		<b>ERRONEOUS ASSESSMENT OF DEMURRAGE....</b>	305
		<b>RELIEF FROM DEMURRAGE.....</b>	302
		<b>TERMS OF PAYMENT.....</b>	310
		(Continued on next page)	
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>			

**FREIGHT TARIFF CMPA 8000-A**

TABLE OF CONTENTS (Cont'd)		RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - GENERAL	
DESCRIPTION	ITEM		
<b>SECTION 4 STORAGE RULES AND CHARGES</b>			
DELINQUENT STORAGE ACCOUNTS.....	430	<p><b>ITEM 5</b></p> <p align="center"><b>DESCRIPTION OF GOVERNING CLASSIFICATION AND EXCEPTIONS</b></p> <p>The terms "Uniform Classification" and "Exceptions to Uniform Classification" mean, respectively: Tariff UFC 6000 Series.</p> <hr/> <p><b>ITEM 10</b></p> <p align="center"><b>STATION LIST AND CONDITIONS</b></p> <p>This tariff is governed by Official Railroad Station List OPSP 6000 Series to the extent shown below:</p> <p><b>PREPAY REQUIREMENTS AND STATION CONDITIONS</b></p> <p>For additions and abandonments of stations, and, except as otherwise shown herein, for prepay requirements, changes in names of stations, restrictions as to acceptance or delivery of freight, and changes in station facilities, etc.</p> <p>When a station is abandoned as of a date specified in the above named tariff, the rates from and to such station as published in this tariff are inapplicable on and after that date.</p> <p align="center"><b>STATION NUMBERS</b></p> <p>For station numbers of stations shown or referred to in this tariff.</p> <hr/> <p><b>ITEM 15</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, etc., such references are continuous and include supplements to and successive issues of such tariffs, and reissues of such items, notes, rules, etc.</p> <p>(b) Where there are different references in this tariff to another tariff number, such reference applies also to such tariff to the extent it may also be applicable on intrastate traffic.</p> <p>(c) Where terms in text are capitalized, said terms are specifically defined in Item 100.</p> <p>(d) If no special agreement is in place with a customer this tariff applies in total.</p>	
ERRONEOUS ASSESSMENT OF STORAGE.....	420		
LONG-TERM STORAGE OF PRIVATE AND RAILROAD-CONTROLLED CARS AND LOCOMOTIVES.....	405		
SECONDARY SWITCHING/ CHERRY PICKING....	415		
SHORT-TERM STORAGE OF PRIVATE CARS.....	400		
TERMS OF PAYMENT.....	425		
TRACK LEASE ALTERNATIVE.....	410		
<b>EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS.....</b>	Page 15		

For explanation of terms, abbreviations and reference marks, see last page of tariff.

**FREIGHT TARIFF CMPA 8000-A**

<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</b></p>	<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - GENERAL</b></p>
<p><b>ITEM 20</b></p> <p align="center"><b>CONSECUTIVE NUMBERS</b></p> <p>Where consecutive numbers are represented in this tariff by the first and last number connected by the word "to", or by a hyphen, they will be understood to include both the numbers shown.</p> <p>If the first number only bears a reference mark, such reference mark also applies to the last number shown and to all numbers between the first and last numbers.</p>	<p><b>ITEM 50</b></p> <p align="center"><b>NORMAL HOURS OF OPERATION</b></p> <p>For the purpose of applying the provisions of this tariff, CMPA's normal hours of operation are:</p> <p align="center">7:00 a.m. to 3:30 p.m. EST, Monday through Friday, except Holidays (See Item 55, this tariff).</p>
<p><b>ITEM 25</b></p> <p align="center"><b>CAPACITY AND DIMENSIONS OF CARS</b></p> <p>For marked capacities, length, dimension and cubical capacities of cars, see Official Railway Equipment Register, Tariff RER 6410 Series, issued by R.E.R. Publishing Corporation, Agent.</p>	<p><b>ITEM 55</b></p> <p align="center"><b>HOLIDAYS</b></p> <p>The following days will be considered CMPA Holidays:</p> <p align="center">                     New Year's Eve Day,                      New Year's Day                      Good Friday                      Memorial Day                      Independence Day                      Labor Day                      Thanksgiving Day                      The Day After Thanksgiving                      Christmas Eve Day                      Christmas Day                 </p>
<p><b>ITEM 30</b></p> <p align="center"><b>METHOD OF CANCELLING, CHANGING OR ADDING 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 sequence starting with "A".</p> <p>Example: Item 100-A cancels Item 100. Item 100-B cancels Item 100-A</p>	<p><b>ITEM 60</b></p> <p align="center"><b>PAYMENT OF CHARGES</b></p> <p>Customer shall be liable for payments of the transportation charges accruing on a shipment and nothing herein shall limit the right of the CMPA to require at time of movement, shipment or delivery the prepayment or guarantee of charges set forth herein, unless Customer has entered into an agreement for credit with the CMPA. Customer will pay CMPA immediately upon presentation of a bill therefor by CMPA. If charges have not been prepaid, or customer has not entered into an agreement for credit with CMPA, the CMPA will not accept shipment from customer, make delivery of shipment to customer or accept request for any other movement of car without payment or guarantee of all outstanding or current charges.</p> <p>Acceptance of shipment by Customer shall be deemed acceptance of responsibility for payment of all charges accruing on the shipment, including, but not limited to demurrage, switching and all other charges that may be applicable. Such payment shall be in U.S. money and cannot be reduced to offset claims, damages to property, or for any other reasons.</p> <p><b>FINANCE CHARGES:</b> The CMPA will assess a finance charge of 1.5% per month (18% per annum) on unpaid bills, including, without limitation, demurrage, switching and all other charges which are not paid within credit period. The finance charge continues to accrue daily until payment is received by this railroad.</p> <p align="center">(Continued on next page)</p>
<p><b>ITEM 35</b></p> <p align="center"><b>PAYMENT OF CHARGES</b></p> <p>Charges contained herein will be payable to CMPA directly.</p>	
<p><b>ITEM 40</b></p> <p align="center"><b>FORCE MAJEURE</b></p> <p>CMPA shall be excused from its performance if and to the extent prevented or delayed by the following natural or deemed force majeure conditions: Act of God; authority of law; weather impediments; fire; explosion; labor disputes; embargo; war; insurrection; threatened or actual act of terrorism; derailment; or other like causes beyond its control. A downturn in the economy is not a force majeure condition. CMPA when claiming force majeure shall notify all other parties as soon as practical upon the beginning and ending of the force majeure condition.</p>	
<p><b>ITEM 45</b></p> <p align="center"><b>EXPLOSIVES AND DANGEROUS ARTICLES</b></p> <p>For rules and regulations governing the transportation of explosives and other dangerous articles by freight, also specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see Tariff BOE 6000-Series.</p>	
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

**FREIGHT TARIFF CMPA 8000-A**

<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</b></p>	<p align="center"><b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b></p>
<p><b>ITEM 60 Cont'd</b></p> <p>If CMPA, at its sole discretion, uses a collection agency or attorneys to collect delinquent bills for freight or other charges and CMPA is successful in collecting such charges, Customers shall reimburse CMPA for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.</p>	<p><b>ITEM 100 [A]</b></p> <p align="center"><b>LIABILITY AND INDEMNIFICATION</b></p> <p>49 U.S.C. Section 11706 provides for full-value liability and other liability terms for the rail carrier and the Customer. In order for a shipment to be subject to the terms of 49 U.S.C. Section 11706, the Customer must comply with all of the following provisions:</p> <ol style="list-style-type: none"> <li>1. On shipments that the Customer chooses Carmack Liability protection, Customer must contact the CMPA no less than 72 hours prior to movement by the CMPA for Charges to apply.</li> <li>2. If Customer does not elect Carmack Liability protection, CMPA will assume liability for freight claims subject to the following limitations:             <ol style="list-style-type: none"> <li>(a) The Minimum Claim for loss or damage to freight is \$250.00.</li> <li>(b) CMPA's Maximum liability for loss or damage to freight is \$250,000.00.</li> <li>(c) Individual pricing documents may contain different limits of liability which take precedents over the provisions set forth herein.</li> </ol> </li> <li>3. Customer agrees to defend, indemnify and hold harmless the CMPA from any loss, damage, personal injuries or death resulting from Customer's negligence, improper loading; or, defects in or failure of railcars and equipment.</li> <li>4. Acceptance of a shipment by the CMPA for transportation shall not be considered as a waiver of Customer's liability.</li> <li>5. The CMPA shall not be liable for any loss, damage or injury caused by an act of God, the public enemy, act of the Customer, a public authority, or inherent vice or nature of the goods. CMPA shall not be liable for any loss, damage or injury due to Customer's negligence, improper loading or defective equipment.</li> </ol>
<p><b>ITEM 65</b></p> <p align="center"><b>SECURITY DEPOSIT</b></p> <p>For customers who have established credit with this railroad, a deposit to secure payment of all charges, including, demurrage, storage, detention, switching or other accessorial charge that may accrue will be required from such customer who has failed to pay demurrage, storage, detention, switching or other accessorial charges when due under applicable laws and regulations. (Customers as referred to herein shall mean any and all consignors, consignees, beneficial owners or other responsible parties.)</p> <p>The deposit must be paid before any freight car or trailer is delivered to such customer for loading or unloading.</p> <p>The minimum deposit for each freight car will be the average amount per freight car of demurrage, detention, storage, switching or other accessorial charges outstanding at the time this tariff provision is invoked against Customer. The maximum amount of deposit will be determined by this railroad's credit office or through other alternative forms of security. The credit office may waive the minimum deposit per car by accepting a revolving deposit of \$1,000.00 to \$50,000.00 based on traffic volume. The deposit will be held in an escrow account to guarantee payment of and to be applied against any switching, demurrage, detention, storage or other accessorial charges which may accrue since the implementation of the security deposit arrangement.</p> <p>This railroad will refund the deposit or balance of the deposit within thirty (30) days after notification by its agents that the equipment has been released to this railroad. Any switching, demurrage, detention, storage or other accessorial charges will be deducted from the deposits before any refunds are made. The deposit or balance of the deposit may be transferable to another freight car to cover charges incurred since the implementation of the security deposit arrangement.</p> <p>Security deposits will no longer be required after the Customer has paid all outstanding switching, demurrage, detention, storage and other accessorial charges and has given assurance in writing to the satisfaction of this railroad's credit office that future switching, demurrage, detention, storage and other accessorial charges will be paid within the credit period.</p>	<p><b>ITEM 105 [A]</b></p> <p align="center"><b>PERISHABLES</b></p> <p>The CMPA does not provide protective service. Perishable freight under protective service will be accepted from connecting railroad for delivery to Customers with the understanding that protective service is not provided by the CMPA and the CMPA accepts no liability for any loss or damage resulting from failure of such protective service.</p>
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

**FREIGHT TARIFF CMPA 8000-A**

SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 1 MISCELLANEOUS RULES AND CHARGES
<p><b>ITEM 107</b> [A] <b>DIMENSIONAL SHIPMENTS AND SHIPMENTS EXCEEDING MAXIMUM GROSS WEIGHT ON RAIL</b></p> <p>The CMPA will not accept in interchange shipments of excessive dimensions, nor shipments exceeding 286,000 lbs. maximum gross weight on rail (car and lading) unless prior arrangements have been made with the CMPA.</p> <p>A charge of \$400.00 per car will be assessed delivering carrier for the return and/ setback/ repositioning of such cars interchanged to the CMPA.</p>	<p><b>ITEM 115</b> [A] <b>CARS INTERCHANGED IN ERROR</b></p> <p>A charge of \$300.00 per car will be assessed delivering carriers on all cars interchanged to the CMPA in error.</p>
<p><b>ITEM 110</b> [A] <b>HAZARDOUS MATERIALS</b></p> <p>Shipments of Hazardous Materials will not be accepted in interchange unless prior arrangements have been made with the CMPA (See Note).</p> <p>Note: On shipment of any hazardous material accepted by the CMPA, shipper shall indemnify the CMPA and hold the CMPA harmless for any and all loss, liability or cost whatsoever that the CMPA may incur or be held responsible for, to the extent that such liability is due to, or arises from:</p> <ul style="list-style-type: none"> <li>(a) defects in or failure of shipper's cars and equipment,</li> <li>(b) a failure of shipper or shipper's agent to conduct proper or appropriate pre-shipment inspection of the cars as described in 49 CFR Sec. 173.31 (d) or</li> <li>(c) misidentification of commodity shipped.</li> </ul> <p>The foregoing indemnification shall not apply to any loss or liability caused by or due to the CMPA's failure to conduct pre-departure inspections as described in 49 CFR Sec. 174.9 or failure to follow AAR interchange rules, or any other liability resulting from the CMPA's negligence. The above provisions apply to shipments of Classes A, B or C explosives, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, and hazardous materials, substances or wastes requiring the use of a 4-digit identification number on shipping papers, placards or panels, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, while held on the CMPA premises.</p>	<p><b>ITEM 120</b> [A] <b>CARS RETURNED TO THIS RAILROAD BY CONNECTING CARRER DUE TO CUSTOMER ERROR</b></p> <p>On cars released by customer that are returned to this railroad by CSXT due to improper billing instructions, loading requirements, or any other reason caused by the customer, the customer will be assessed a charge of \$300.00 per car which will be in addition to any other applicable linehaul and accessorial charges.</p>
	<p><b>ITEM 125</b> <b>ADMINISTRATIVE FEE FOR PROCESSING MANUAL BILL OF LADING</b></p> <p>A \$30.00 fee will be assessed to the responsible billing party when a manual bill of lading is submitted via fax, email or any other means and it has not been electronically submitted. This would require a CMPA representative to manually process the bill of lading and electronically submit it to CSXT. This pertains to <i>non-local</i> cars only.</p>
	<p><b>ITEM 130</b> <b>ORDERING EMPTY FREIGHT CARS FOR LOADING</b></p> <p>Consignors ordering railroad equipment for loading should do so at least 14 days prior to the planned loading date. The car order must specify the company and person ordering the empty equipment, quantity, car type, any specific quality or accessory requirements, routing, planned destination, and the date the equipment is requested for placement. CMPA will fulfill car orders with CMPA and CSXT equipment.</p> <p>Orders for cars in greater quantity than weekly track capacity may be reduced by CMPA. In such cases, the Responsible Party will be notified by CMPA as to the quantity reduced. All car orders must be transmitted to CMPA via FAX at 812-265-5251 electronically <b>transmitted</b> to <a href="mailto:madrr@madisonrailroad.com">madrr@madisonrailroad.com</a>, or through the Customer Portal.</p>
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

**FREIGHT TARIFF CMPA 8000-A**

SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 1 MISCELLANEOUS RULES AND CHARGES
<p><b>ITEM 133</b> [A] <b>EMPTY CARS ORDERED BUT NOT LOADED</b></p> <p>On empty cars that are ordered for loading and order is canceled and car is in route, or the service of switching or placing of car has been performed and the car is not loaded but returned to this railroad empty, a charge of \$300.00 per car will be assessed and collected from the person, firm or corporation ordering such cars. (See Note, this item.)</p> <p>Note - Charge will not apply on cars unfit for loading, see Item 135, this tariff.)</p>	<p><b>ITEM 150</b> [A] <b>STANDBY SERVICE/ EXCLUSIVE SWITCHING</b></p> <p>When the CMPA's locomotive and crew are held at the request of an industry or delayed by an industry within the confines of the industry or immediately adjacent thereto, the charge for such standby shall be \$350.00 per hour or fraction thereof. Such charges shall be in addition to other published charges, if any, applicable to cars delayed or handled.</p>
<p><b>ITEM 135</b> <b>NOTIFICATION OF REJECTED EQUIPMENT FOR LOADING</b></p> <p>When a car is actually placed for loading and is determined by the consignor to be unfit for loading, the Responsible Party will notify <b>CMPA</b> in writing, by FAX or electronically <b>transmitted to:</b> <a href="mailto:madrr@madisonrailroad.com">madrr@madisonrailroad.com</a>, indicating the car initials, number, and the specific condition causing the equipment to be rejected. Release to CMPA must be accomplished within 24 hours of actual placement (exclusive of Saturdays, Sundays and Holidays). Demurrage charges will not apply on cars rejected within the 24-hour period specified.</p>	<p><b>ITEM 155</b> [A] <b>CARS RELEASED AND SUBSEQUENTLY RETURNED TO INDUSTRY</b></p> <p>When on shipper's orders, cars that have been released and pulled by this railroad are returned to industry, charge of \$300.00 per car will be assessed for the return of such cars. Demurrage charges will continue to apply until cars are released.</p>
<p><b>ITEM 140</b> [A] <b>CARS RELEASED, NOT READY TO PULL</b></p> <p>When a customer releases a car and it is determined upon arrival the car is not ready to pull, a charge of \$300.00 per car will be assessed in addition to all other applicable charges.</p>	<p><b>ITEM 160</b> [A] <b>RE-SPOTTING (SET-BACK) CHARGE</b></p> <p>Customer will be assessed a charge of \$300.00 per car on cars that have been placed for loading or unloading and subsequently removed and re-spotted (set-back) in order to place or move other cars. Demurrage charges will continue to apply until cars are released.</p>
<p><b>ITEM 145</b> [I] <b>DAMAGED RAILCARS/ SAFE RETURN</b></p> <p>CMPA reserves the right to refuse or repair any damaged railcars delivered at interchange. Once railcars have been placed on the Responsible Party's track, the cars will be considered in the custody of the customer. Customers are liable for all damage to railcars while being moved, loaded, or unloaded by the customer. If damage or defects are found on a railcar, the customer will notify CMPA for inspection and repair. If repairs to damage caused by the customer cannot be made on the customer's track, a switch charge of \$300.00 will apply.</p> <p>Prior to releasing railcars to CMPA, all railcars must be returned in a safe and secure manner, including the securement of all doors, hatches, outlet gates, dunnage, and tie-down devices. CMPA will not move cars deemed unsafe to do so.</p>	<p><b>ITEM 162</b> [A] <b>CHERRY PICKING</b></p> <p>Request for movement of specific car(s) that are not readily available or accessible. Customer will be assessed charge of \$300.00 per car per movement.</p>
	<p><b>ITEM 165</b> <b>TURNING OF CARS TO PERMIT LOADING OR UNLOADING, ETC.</b></p> <p>If cars are turned at request of customer to facilitate loading or unloading, or for any other purpose, a charge of \$450.00 per car per occurrence will be assessed and will be in addition to all other applicable charges. (See Note, this item.)</p> <p>Note - Charge will not apply to properly placarded boxcars.</p>
	<p><b>ITEM 170</b> [A] <b>IDLER/BUFFER CARS</b></p> <p>Idler/Buffer cars will be subject to the same charges, rules, and regulations as are applied to loaded cars. (An idler/Buffer car is an empty car, on which no part of a load rests, that is used in transporting freight of unusual length or excessive weight for the safe transportation or protection of the lading).</p>
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

**FREIGHT TARIFF CMPA 8000-A**

SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 1 MISCELLANEOUS RULES AND CHARGES
<p><b>ITEM 172</b></p> <p align="center"><b>WEIGHING CARS</b></p> <p>CMPA does not have the facilities to weigh cars.</p>	<p><b>ITEM 191</b></p> <p align="center"><b>DIVERSION OR RECONSIGNMENT</b></p> <p>One diversion or reconsignment will be allowed on a shipment received on the tracks of the CMPA, provided no previous diversion or reconsignment has taken place on the same shipment, subject to the following conditions: (See Note)</p> <ol style="list-style-type: none"> <li>1. Definition - A single change in name of consignor and/or consignee, and/or a single change in destination or place of delivery at destination.</li> <li>2. Diversion or reconsignment may be made only at a point intermediate between interchange with line-haul carrier and origin or original destination on the CMPA.</li> <li>3. The rate to be used will be the through rate from point of origin to final destination, subject to the rate from point of origin to diversion point, or from diversion point to final destination, whichever is higher, as a minimum.</li> <li>4. Diversion or reconsignment will only be accorded when order is placed with an authorized agent of the CMPA prior to arrival of car at destination and in time to permit instructions to be relayed to yard personnel.</li> <li>5. The charge for diversion or reconsignment shall be \$200.00 per single car and \$85.00 per car on shipments of 5 cars or more.</li> <li>6. On a "straight" Bill of Lading consignment, the original Bill of Lading should be surrendered or other proof of ownership established.</li> <li>7. On a shipment consigned "To Order," an order to divert or reconsign under these rules will not be effective until the original Bill of Lading is surrendered for cancellation, endorsement of diversion or reconsignment, or exchange, or in its absence the property may be diverted or reconsigned in advance of the surrender of the Bill of Lading only under the provisions of Uniform Freight Classification (see Item 5) concerning the delivery of shipments consigned "To Order."</li> <li>8. Shipments on "straight" Bill of Lading, showing consignment to one party with instructions therein, or on which instructions are otherwise given to:               <ol style="list-style-type: none"> <li>a) Notify or advise another party and deliver only upon surrender of written order; or</li> <li>b) Deliver only upon surrender of the original Bill of Lading; or when</li> <li>c) Consigned in any other manner which imposes upon the carrier the obligation not to make delivery or permit diversion except upon surrender of original Bill of Lading or written order should be treated as shipments billed "To Order" unless the reconsignment or diversion order is given by or the delivery is to such original billed consignee or his agent. The "Advise" or "Notify" party must be considered as the consignee.</li> </ol> </li> </ol> <p align="right">(Continued on next page)</p>
<p><b>ITEM 175</b> <b>[A]</b></p> <p align="center"><b>ARTICULATED CARS</b></p> <p>For counting purposes, articulated railcars are considered the number of railcars equal to the number of separate segments that have been joined together.</p>	
<p><b>ITEM 180</b> <b>[A]</b></p> <p align="center"><b>CONGESTION RESULTING FROM RAIL CUSTOMER MAY RESULT IN AN EMBARGO</b></p> <p>If, due to customer's excessive retention or ordering of railcars results in operational congestion of customer's and/or this railroads tracks, this railroad may impose an embargo against customer.</p>	
<p><b>ITEM 185</b> <b>[A]</b></p> <p align="center"><b>OVERLOADED CARS</b></p> <p>Cars found to be overloaded will be subject to the following additional charges:</p> <ol style="list-style-type: none"> <li>(1) No Charge - When a car is discovered to be overloaded at loading point or within the confines of the industry.</li> <li>(2) \$500.00 per car - When a car is discovered to be overloaded beyond loading point or confines of the industry. Charge to be assessed consignor.</li> </ol> <p>(It will be the responsibility of the consignor to adjust the lading at their own expense sufficient to eliminate the overload condition.)</p> <ol style="list-style-type: none"> <li>(3) \$500.00 per car - When a car is received in interchange from connections and is found to be overloaded, such car will be returned to delivering carrier or placed on a repair track for adjustment to lading to eliminate the overload condition. Charge to be assessed delivering carrier.</li> </ol>	
<p><b>ITEM 190</b></p> <p align="center"><b>PLACEMENT OF INBOUND CARLOAD SHIPMENTS AT STATIONS ON THE CMPA</b></p> <p>At the request of consignee, the CMPA will spot inbound carload shipments at any site it serves within the switching limits of the billed destination at no additional charge. This service will only apply when requests are received by this railroad prior to spotting at the original billed unloading site.</p>	
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	



**FREIGHT TARIFF CMPA 8000-A**

SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 1 MISCELLANEOUS RULES AND CHARGES
<p><b>ITEM 191 Cont'd</b></p> <p align="center"><b>DIVERSION OR RECONSIGNMENT</b></p> <p>9. A request for diversion or reconsignment must be made or confirmed in writing, and an order for diversion or reconsignment which specifies that through rate is to be protected will not be construed as obligating carriers to protect other than the lawful rate and charges under these rules.</p> <p>10. When an order for diversion or reconsignment requires the application of a rate and/or route which cannot be lawfully applied via the point at which the diversion or reconsignment is made, prompt notice shall be given to the party requesting the diversion or reconsignment.</p> <p>11. When delivery to consignee cannot be accomplished due to gross weight of car and contents exceeding carrier's track limitations, no charge will be assessed for the diversion or reconsignment of shipment.</p> <p>NOTE - This item will not apply when the provisions of Item 190 apply.</p>	<p><b>ITEM 197</b></p> <p align="center"><b>SPECIAL TRAIN SERVICE</b></p> <p>Special Train (Freight and Passenger) and Switching Service is the movement of a train or switching in other than normal service (1) at the specific request of the shipper or consignee, (2) as may be required due to shipments of excessive dimensions, weight, high center of gravity or other conditions outside normal train operations, or (3) as deemed necessary by this railroad for safe movement, requiring this railroad to furnish a locomotive and train crew consisting of engineer and conductor for the sole purpose of accommodating subject movement.</p> <p align="center"><b>CHARGES</b></p> <p>1. Applies during normal business hours of operation (See Item 50).</p> <p>The charge for special train or switching service during normal service hours will be \$2,000.00 not exceeding 8 hours, per occurrence, and will be in addition to all other charges associated with the movement.</p> <p>2. Applies outside normal business hours of operation (See Item 50).</p> <p>The charge for special train or switching service provided outside normal service hours will be \$2,000.00, plus \$200.00 per hour (minimum 4 hours) but not exceeding 12 hours, per occurrence, and will be in addition to all other charges associated with the movement.</p> <p>3. Applies during Holidays (See Item 55).</p> <p>The charge for special freight train or switching service on a Holiday will be \$3,000.00, plus \$200.00 per hour (minimum 4 hours) but not exceeding 12 hours, per occurrence, and will be in addition to all other charges associated with the movement.</p> <p>The above charges to be calculated from the time the crew and locomotive report for special service until the return of crew and locomotive to starting point.</p> <p>(The CMPA reserves the right to restrict or modify any request for special train or switching.)</p>
<p><b>ITEM 195</b> <b>[A]</b></p> <p align="center"><b>CHARGE FOR HEAVY DUTY FLAT CARS</b></p> <p>When heavy-duty flat cars as defined in the Heavy Capacity And Special Type Flat Cars Section of the Official Railway Equipment Register are used on shipments originating or terminating on the (Railroad), the following charges will be assessed:</p> <p align="center"><b>USE CHARGE</b></p> <p align="center">\$2,500.00 per car movement.</p> <p align="center"><b>SPECIAL DETENTION CHARGES</b></p> <p>CMPA may charge up to \$300.00 per car per day when heavy duty flat cars are held short of destination due to Customer request, a Customer's inability to receive the car, or held beyond the Free Time permitted in Item 320. This will be assessed in addition to demurrage charges provided in Item 300 of this tariff.</p> <p align="center"><b>NON-USE CHARGE</b></p> <p>When car is ordered, placed and released back to the (Railroad) without being used in transportation service, a charge of \$525.00 per car will be assessed and will be in addition to all other applicable demurrage charges in Item 300 of this tariff.</p>	
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

**FREIGHT TARIFF CMPA 8000-A**

SECTION 2 SWITCHING RULES AND CHARGES	SECTION 3 DEMURRAGE RULES AND CHARGES
<p><b>ITEM 200</b></p> <p align="center"><b>DEFINITION OF INTRA-PLANT SWITCHING</b></p> <p>A switching movement from one track to another within the same plant or industry, or from one location to another location on the same track within the same plant or industry.</p>	<p><b>ITEM 300</b> [C]</p> <p align="center"><b>CAR DEMURRAGE AND CHARGES</b></p> <p>Demurrage is a charge that both compensates rail carriers for the expenses incurred when rail cars are detained beyond a specified period of time (i.e., Free Time) for loading or unloading, and serves as a penalty for undue car detention to encourage the efficient use of rail cars in the rail network.</p> <p>Except where provided to the contrary, Demurrage Rules and Charges contained herein apply on all railroad owned or leased cars and private non-railroad owned or leased cars held for or by consignors and consignees for any purpose.</p> <p>All railroad and privately owned cars held for or by Consignors or Consignees for any purpose are subject to demurrage rules and charges contained in this tariff.</p> <p>(1) Consignor includes any person receiving railcars from this railroad for loading as more specifically provided for in 49 CFR 1333.</p> <p>(2) Consignee includes any person receiving railcars from this railroad for unloading as more specifically provided for in 49 CFR 1333.</p> <p>Forty-Eight (48) hours Free Time will be allowed to Load and Forty-Eight (48) hours Free Time to Unload after the Railroad-Controlled Car is placed in Actual Placement status or Constructive Placement status. Holidays are free days. Sundays that occur within Free Time are free days. Days subsequent to Free Time, and Sundays that occur outside the Free Time period, are chargeable at the full rate for each 24-hour period, or portion thereof, until car is Released by, the Responsible Party. Private cars held on Private Tracks will not be subject to demurrage charges. These provisions will apply unless you have a special agreement with CMPA.</p> <p align="center"><b>DEMURRAGE CHARGE</b></p> <p align="center">\$30.00 per car, per day or fraction of a day</p>
<p><b>ITEM 205</b></p> <p align="center"><b>DEFINITION OF INTRA-TERMINAL SWITCHING</b></p> <p>A switching movement (other than Intra-Plant Switching) from one track to another track of the same railroad within the switching limits of the same station or industrial switching district.</p>	
<p><b>ITEM 210</b></p> <p align="center"><b>INTRA-PLANT SWITCHING CHARGE</b></p> <p>The CMPA will perform intra-plant switching at a charge of:</p> <p>(a) \$175.00 per car - Non-hazardous (b) \$225.00 per car - Hazardous</p>	
<p><b>ITEM 215</b></p> <p align="center"><b>INTRA-TERMINAL SWITCHING CHARGE</b></p> <p>The CMPA will perform intra-terminal switching at a charge of:</p> <p>(a) \$275.00 per car - Non-hazardous (b) \$325.00 per car - Hazardous</p>	
	<p><b>ITEM 302</b> [A]</p> <p align="center"><b>RELIEF FROM DEMURRAGE</b></p> <p>The CMPA will only grant relief from bunching when causes are directly attributable to itself.</p>
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

**FREIGHT TARIFF CMPA 8000-A**

<b>SECTION 3 DEMURRAGE RULES AND CHARGES</b>	
<p><b>ITEM 305</b></p> <p><b>ERRONEOUS ASSESSMENT OF DEMURRAGE</b></p> <p>If demurrage charges are assessed erroneously, they will be adjusted to the amount that would have accrued but for such error. Claims for erroneous billing must be presented to CMPA, in writing, by the last day of the calendar month following the month in which the bill was issued, stating fully the conditions for which relief is claimed. Otherwise, the original bill will be subject to payment in full.</p>	<p>(This column intentionally left blank)</p>
<p><b>ITEM 310</b></p> <p><b>TERMS OF PAYMENT</b></p> <p>Payment for demurrage charges will be due within 30 days from the date of billing. Any account not paid within 30 days will be considered delinquent. A charge equivalent to <b>20%</b> per year will be assessed for late payment, calculated through the day payment is received and based upon a year of 360 days.</p>	
<p><b>ITEM 315</b></p> <p><b>DELINQUENT DEMURRAGE ACCOUNTS</b></p> <p>A Responsible Party whose demurrage account is delinquent over 30 days from the date of original billing, and not in error as defined in Item 305, will be required to pay all delinquent demurrage charges prior to Release of cars. Any cars held due to non-compliance with the provisions of this Item will remain subject to demurrage.</p>	

For explanation of terms, abbreviations and reference marks, see last page of tariff.

**FREIGHT TARIFF CMPA 8000-A**

**SECTION 3**

**DEMURRAGE RULES AND CHARGES**

**ITEM 320**

**DEFINITION OF TERMS**

**Actual Placement** - The date and time when a car is physically placed on the Responsible Party's track for loading or unloading or at a point designated for use by the Responsible Party. Actual placement of car upon tracks of the Responsible Party will constitute notification of arrival.

**Constructive Placement** - The temporary placement of a car which cannot be actually placed because of any condition (including non-receipt or incomplete Forwarding Instructions) attributable to the Responsible Party that restrain CMPA, in any way, from executing proper Forwarding Instructions. When cars are constructively placed by CMPA, a notice will be sent to the Responsible Party, via phone, email, or Customer Portal, identifying the cars to be held. Said cars shall remain subject to demurrage until Released by the customer.

**Forwarding Instructions** - Accepted shipping instructions or other suitable order given to CMPA, in writing via FAX to 812-265-5251, electronically transmitted to [madrr@madisonrailroad.com](mailto:madrr@madisonrailroad.com), or submitted through the Customer Portal containing all of the necessary information to transport the shipment. The provisions in Item 150 may apply.

**Free Time** - The time period allowed to load and unload cars before demurrage applies. Free Time begins at Actual or Constructive Placement and ends 48 consecutive hours later. Customer will have 48 hours to load and 48 hours to unload.

**Private Car** - A car bearing other than railroad reporting marks which is not a Railroad-Controlled Car, for which CMPA is not obligated to pay an hourly charge to the car owner. Private cars are Zero rated on CMPA.

**Private Track** - A privately owned or leased track.

**Public Delivery Track** - A track designated by CMPA as open to the general public for loading or unloading.

**Railroad-Controlled Car** - A car provided to CMPA directly, by car companies or others, for indiscriminate use by CMPA in servicing any of its customers. This includes cars for which CMPA is obligated to pay an hourly charge to the car owner.

**Release** - Notification to CMPA by the Responsible Party that cars are available for movement by CMPA train crews. Such notice of release must be provided to CMPA in writing via FAX at 812-265-5251 electronically transmitted to [madrr@madisonrailroad.com](mailto:madrr@madisonrailroad.com), or submitted through the Customer Portal. The release must specify the car initials, number, date, time, company, Forwarding Instructions and the name of the person providing the release.

**Responsible Party** - The party responsible to CMPA for payment of demurrage charges. Except for Public Delivery Tracks, the owner or lessor or user of Team Tracks where Actual Placement occurs shall be the responsible party. For Public Delivery Tracks, the beneficial user will be the responsible party.

**FREIGHT TARIFF CMPA 8000-A**

<b>SECTION 4 STORAGE RULES AND CHARGES</b>	
<p><b>ITEM 400</b></p> <p align="center"><b>SHORT-TERM STORAGE OF PRIVATE CARS</b></p> <p>Each loaded or empty non-hazardous Private Car handled by CMPA is subject to the following storage charges and rules unless special arrangement is made in advance. When Actual Placement of car does not occur on arrival, cars will be held on Constructive Placement. The Responsible Party is allowed 48 hours Free Time to provide Forwarding Instructions. Holidays are free days. Sundays that occur within Free Time are free days. Private Cars ordered for Actual Placement within the free time will not be subject to storage charges. Days subsequent to Free Time, and Sundays that occur outside the Free Time period, are chargeable at the full rate for each 24-hour period, or portion thereof, until Release. Private Cars held on Private Tracks will not be subject to storage charges.</p>	<p><b>CHARGE:</b></p>  <p><b>\$15.00 Per Day</b></p>
<p><b>ITEM 405</b></p> <p align="center"><b>LONG-TERM STORAGE OF PRIVATE AND RAILROAD-CONTROLLED CARS AND LOCOMOTIVES</b></p> <p>Each loaded or empty Railcar or locomotive handled by CMPA for long term storage is subject to the following storage charges, switching charges and rules unless special arrangement is made in advance. Long term storage is defined as holding equipment in CMPA storage for 30 days and over. This storage requires a contract between the Responsible Party and CMPA and is dependent upon the availability of space on the CMPA.</p> <p>CMPA allows for storage for loaded and empty hazardous and non-hazardous Railcars (except TIH/PIH), passenger cars, and locomotives. CMPA will not be responsible for car hire charges associated with storage services. Storage of all hazardous Railcars and locomotives must have a contract in place with CMPA prior to arrival at CMPA. CMPA will not accept any hazardous Railcar at interchange if an agreement is not in place prior to arrival.</p> <p align="center"><b>APPLICATION:</b></p> <p>Charges begin the day after arrival to the CMPA regardless of arrival day of week and end the day the Railcar is interchanged to CSXT. A switch charge will be applied to both inbound and outbound movements and will be in addition to all other charges associated with the movement.</p> <p>Railcars requested out of storage must be Released as described in Item 320 prior to scheduling CMPA to move them out of storage. Cars requested out of storage by specific number may be charged an additional cherry pick fee per the provision stated in Item 415. Each interconnected unit on articulated railcars that have multiple frames with one car number will be considered as individual railcars for the purposes of storage charges per the provision stated in Item 175. These provisions will apply unless prior arrangements have been made with the CMPA.</p>	<p><b>CHARGE:</b></p> <p>Empty/ Non-hazardous: <b>\$200.00 Per Car \$4.00 Per Day</b></p> <p>Loaded/ Non-hazardous: <b>\$250.00 Per Car \$7.00 Per Day</b></p> <p>Passenger Railcar/ Locomotive <b>\$450.00 Per Unit \$8.00 Per Day</b></p>
<p><b>ITEM 410</b></p> <p align="center"><b>TRACK LEASE ALTERNATIVE</b></p> <p>As an alternative to the storage provisions stated in Items 400 and 405, a Responsible Party may elect to lease car space for the purpose of storing cars and locomotives. If this election is made and a lease agreement is in effect with CMPA, the daily storage charges listed in Items 400 and 405 shall not apply. Cars exceeding the amount of storage space contained in the track lease will be subject to storage charges provided in Items 400 and 405.</p>	<p><b>CHARGE:</b></p> <p><b>\$20.00 Per Track Foot Per Year</b></p>
<p><b>ITEM 415</b></p> <p align="center"><b>SECONDARY SWITCHING/ CHERRY PICKING</b></p> <p>Anytime a Railcar or Locomotive is ordered for Actual Placement and has to be re-handled after being placed into Storage, whether railroad owned or leased track, will be subject to a secondary switching charge. This Item also applies to Railcars and Locomotives ordered out of storage by specific number, instead of convenience of CMPA, when additional switching is required.</p>	<p><b>CHARGE:</b></p> <p><b>\$200.00 Per Car</b></p>
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

**FREIGHT TARIFF CMPA 8000-A**

**SECTION 4  
STORAGE RULES AND CHARGES**

**ITEM 420**

**ERRONEOUS ASSESSMENT OF STORAGE**

If storage charges are assessed erroneously, they will be adjusted to the amount that would have accrued but for such error. Claims for erroneous billing must be presented to CMPA, in writing, by the last day of the calendar month following the month in which the bill was issued, stating fully the conditions for which relief is claimed. Otherwise, the original bill will be subject to payment in full.

**ITEM 425**

**TERMS OF PAYMENT**

Payment for storage charges will be due within 30 days from the date of billing. Any account not paid within 30 days will be considered delinquent. A charge equivalent to **20%** per year will, be assessed for late payment, calculated through the day payment is received and based upon a year of 360 days

**ITEM 430**

**DELINQUENT STORAGE ACCOUNTS**

Payment for storage charges will be due within 30 days from the date of billing. Any account not paid within 30 days, and not in error as defined in Item 420, will be considered delinquent and will be required to pay all delinquent storage charges prior to Release of cars or locomotives. Any cars or locomotives held due to non-compliance with the provisions of this Item will remain subject to storage charges.

For explanation of terms, abbreviations and reference marks, see last page of tariff.

**FREIGHT TARIFF CMPA 8000-A**

<b>EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS</b>	
ABBR/REF	EXPLANATION
ABBR	- Abbreviations
FT	- Freight Tariff
CMPA	- Madison Railroad, City of Madison Port Authority
CSXT	- CSX Transportation, Inc.
OPSL	- Official Railroad Station List
REF	- Reference Marks
[A]	- Addition/New
[C]	- Denotes Change
[I]	- Increase
[NC]	- Brought forward without change, except as noted
[R]	- Reduction
( <u>Underscored</u> portion denotes change/addition.)	