

RAILINC, AGENT

SUPPLEMENT 37

TO

FREIGHT TARIFF RIC 6740-G

Cancels Supplement 36

Supplements 7, 14, 17, 20, 21, 22, 24, 26, 29, 35 and 37 contain all changes

NAMING

USE AND CAR DETENTION CHARGES

ON

SPECIAL TYPE HEAVY-DUTY FLAT CARS

BETWEEN AND AT STATIONS IN

ALABAMA	GEORGIA	MASSACHUSETTS	NEW MEXICO	SOUTH DAKOTA
ARIZONA	IDAHO	MICHIGAN	NEW YORK	TENNESSEE
ARKANSAS	ILLIONIS	MINNESOTA	NORTH CAROLINA	TEXAS
CALIFORNIA	INDIANA	MISSISSIPPI	NORTH DAKOTA	UTAH
COLORADO	IOWA	MISSOURI	OHIO	VERMONT
CONNECTICUT	KANSAS	MONTANA	OKLAHOMA	VIRGINIA
DELAWARE	KENTUCKY	NEBRASKA	OREGON	WASHINGTON
DISTRICT OF	LOUISIANA	NEVADA	PENNSYLVANIA	WEST VIRGINIA
COLUMBIA	MAINE	NEW HAMPSHIRE	RHODE ISLAND	WISCONSIN
FLORIDA	MARYLAND	NEW JERSEY	SOUTH CAROLINA	WYOMING

AND

BETWEEN STATIONS IN STATES NAMED ABOVE AND STATIONS IN CANADA; ALSO BETWEEN POINTS IN CANADA AS SPECIFICALLY PROVIDED HEREIN

This tariff is also applicable on Intrastate Traffic except where expressly provided to the contrary in connection with particular items.

HEAVY - DUTY FLAT CAR CHARGES

ISSUED APRIL 20, 2007

EFFECTIVE APRIL 20, 2007

ISSUED BY
RAILINC
7001 WESTON PARKWAY, SUITE 200
CARY, NC 27513

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SUPPLEMENT 37 TO TARIFF RIC 6740-G

ITEM 2.10 [PA]

**LIST OF PARTICIPATING CARRIERS
ALPHABETIZED BY STANDARD CARRIER ABBREVIATION
(See Note 1)**

CARR ABBR	AAR CODE	NAME OF CARRIER	ITEM (S) (Note 2)
BNSF	777	BNSF Railway Company [A-1]	630, 631
BNSF	777	Burlington Northern and Santa Fe Railway Company, The [B-1]	630, 631
CFE	612	Chicago, Ft. Wayne & Eastern Railroad	
CWA	872	Central Washington Railroad Company	
IORY	969	Indiana & Ohio Railway Company	
PGR	668	Progressive Rail Inc.	694

EXPLANATION OF NOTES

1. The code numbers shown opposite the abbreviations of the participating rail carriers are the Association of American Railroads Mandatory Accounting Rules, Rule 260 code numbers, and have no bearing on the rate application in this tariff.
2. Items of general application affecting the participation of all or large groups or numbers of carriers are not listed in this column.

ITEM 2.20

**CUMULATIVE INDEX OF NEW AND CHANGED ITEMS
(See Item 75 for Method of Cancellation)**

ITEM	SUP	ITEM	SUP
2.10 [PA].....	37	680-D	26
2.20	37	683-K	29
630-C.....	24	688-B	20
631-A.....	7	694-B.....	37
650-A.....	22	705-A	17
660-A.....	21	720-S	35
665-B.....	14		

EXPLANATION OF REFERENCE MARKS

- [A-1] - Name changed pursuant to BNSF Adoption Notice 9000, effective January 24, 2005.
 [B-1] - Canceled – See [A-1] above.
 [PA] - Partial Amendment.

SUPPLEMENT 37 TO TARIFF RIC 6740-G

GENERAL APPLICATION OF CHARGES

ITEM 694-B

PGR CHARGES FOR USE, NON-USE AND DETENTION OF HEAVY CAPACITY OR SPECIAL TYPE FLAT CARS

(All charges herein are stated and payable in United States currency)

1. Charges assessed under this item will accrue to Progressive Rail Inc. and are assigned and payable to Progressive Rail Specialized Logistics, agent for Progressive Rail Inc., P. O. Box 578, Lakeville, MN 55044. The use or additional detention charges will apply on PGR cars when these cars are furnished for use in:
 - A. Line haul service for all carriers.
 - B. Switching service for all carriers.
2. By using PGR heavy-capacity cars covered by this tariff, Customer agrees to the following:
 - A. Customer agrees that all charges are due within 15 days of invoice date. All invoices are subject to a 1.5% per month finance charge if unpaid within 30 days from the date of invoice. Customer agrees to pay all collection costs, including attorney fees, if required to collect in this manner.
 - B. Customer agrees that all charges owed by the customer including use fees, detention, dunnage removal, or repairs to the railcar are payable by the party ordering the car and in no case will charges be divided among parties.
 - C. Customer agrees to assume responsibility to remove all dunnage from the cars in such a manner as to cause no damage to the cars before the cars are released empty to serving railroad. Customer further agrees to pay Progressive Rail Inc. within credit terms referenced in this tariff for any invoiced charges associated with dunnage removal or car repair due to improper loading or unloading.
 - D. Customer agrees to consult the current copy of The Official Railway Equipment Register for proper lading weight distribution and any other restrictions.
 - E. Customer agrees to recognize Progressive Rail Specialized Logistics as the authorized agent for Progressive Rail Inc.
3. Charges assessed under this item will be in addition to any other charges, including normal demurrage charges, and will be billed and collected by PGR.
4. These charges will apply at or between all stations in the United States, and/or Canada and/or Mexico.
5. PGR cars and their basis for charges. If a PGR car is not listed in this item, but is listed in the Heavy Duty and Special Flat Car Section of Tariff RER 6414 Series, the use charge will be that provided under basis for charges "1", also the additional detention charges or non-use charge will apply to the unlisted car.

CAR NUMBER AND BASIS FOR CHARGES

CAR NUMBER	BASIS FOR CHARGES	CAR NUMBER	BASIS FOR CHARGES
PGR 110201__	2	PGR 225104__	1
PGR 110202__	2	PGR 225105__	1
PGR 170201__	3	PGR 235101__	4
PGR 225101__	1	PGR 370101__	5
PGR 225102__	1	PGR 370102__	5
PGR 225103__	1	PGR 370103__	5

USE CHARGES

A. Application on BASIS FOR CHARGES (Dollars Per Car):

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
●2,300	2,500	2,800	3,200	4,400

ADDITIONAL DETENTION CHARGES

A. When PGR cars are held, the following detention charges (in dollars per car) will be assessed for each 24-hour period, or fraction thereof, after the First 0001-hour after placement, or after notification if car is held enroute:

DETENTION RATE TABLE NO. 1					
APPLIES TO CARS WITH "BASIS FOR CHARGES" NOS:					
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
1st 24 hours _____	FREE	FREE	FREE	FREE	FREE
2nd 24 hours _____	FREE	FREE	FREE	FREE	FREE
3rd & 4th 24 hours _____	160	170	170	180	200
5th & 6th 24 hours _____	260	320	320	340	400
7th 24 hours _____	380	470	470	520	600
8th 24 hours and each subsequent 24 hours _____	480	600	600	680	800

CONTINUED ON NEXT PAGE

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GENERAL APPLICATION OF CHARGES

ITEM 694-B (Cont'd)

PGR CHARGES FOR USE, NON-USE AND DETENTION OF HEAVY CAPACITY OR SPECIAL TYPE FLAT CARS

ADDITIONAL DETENTION CHARGES (Cont'd)

B. Placement is defined as follows:

1. ACTUAL - When a car is placed in an accessible position for loading or unloading, or at a point designated by the consignor or consignee.
2. CONSTRUCTIVE - When a car cannot be actually placed because of any condition attributable to the consignor or consignee and the car is held on railroad tracks.

NON-USE CHARGE

- A. When a PGR car has been ordered and shipper is notified by carrier representative of car number assigned, and car is enroute empty to assignee, and the car order is subsequently cancelled or postponed, shipper ordering car will be assessed a charge of \$750.00 per car. This charge will not apply if carrier is unable to place car on date ordered for placement.
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EXPLANATION OF REFERENCE MARKS

◆ - Reduction