

# **PROGRESSIVE RAIL INC.**

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## **FREIGHT TARIFF PGR 8000-B** (Cancels Freight Tariff PGR 8000-A)

NAMING  
RULES, CHARGES AND REGULATIONS  
GOVERNING SWITCHING  
ALSO  
MISCELLANEOUS RULES AND CHARGES  
FROM, TO, AND WITHIN  
THE STATIONS  
IN MINNESOTA  
OPERATED BY  
AND FOR ACCOUNT  
PROGRESSIVE RAIL INC.

### **LOCAL TARIFF**

**This tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular rates and provisions contained herein.**

**ISSUED: January 10, 2008**

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#### ISSUED BY

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For explanation of abbreviations and reference marks not explained herein, see Item 99999, this tariff.

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<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-UNLIMITED</b></p>
<p><b>ITEM 100</b></p> <p align="center"><b>LIMITATIONS</b></p> <p>All cars delivered to PGR are received only upon the condition that there is room for them upon the tracks to which they are consigned, and the cars are subject to delays incident in switching and unavoidable causes.</p> <p>Cars with bulged sides, excessive dimensions, or leaning cars that can not be placed where consigned because of sharp curves or danger of striking structures, will be placed upon the nearest acceptable track for loading and/or unloading.</p>	<p><b>ITEM 120</b></p> <p align="center"><b>PRIVATE CARS SHIPPED WITH PGR PRICE AUTHORITY</b></p> <p>When loaded or empty private cars are shipped with a PGR price authority, mileage payments will not apply.</p>
<p><b>ITEM 110</b></p> <p align="center"><b>COLLECTION OF CHARGES</b></p> <p>All charges are due in US currency 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. In the event of a dispute, shippers shall provide written notice within 30 days from the date of the bill, specifying the bill number and the basis for the dispute. Customers responsible for original charges shall also be responsible for all additional collection costs, including attorney fees and court costs, if PGR is required to collect in this manner. PGR may at its sole discretion require prepayment of services.</p> <p>Customers may remit charges to PGR via electronic methods; however customer shall bear all related charges assessed by customer's financial institutions. Electronic remittances will be made in conformance with instructions provided by PGR.</p> <p>Customers will be assessed a \$30.00 service charge or the maximum allowed by law on all checks returned unpaid by customer's financial institution for non-sufficient or uncollected funds. Additionally interest charges, as described in this item, will be assessed if returned check results in charges collected by PGR outside of credit terms.</p> <p>PGR shall not accept responsibility for failure by customer to provide purchase order numbers or similar customer internal documentation authorizing PGR to provide services. PGR shall attempt to provide customer with information used in customer's internal accounting processes but inability to provide requested information or the inability to comply with customer's internal documentation procedures will in no way remove customer's obligation to pay charges within credit terms assessed pursuant to applicable tariffs or contracts. [A]</p>	<p><b>ITEM 130</b></p> <p align="center"><b>HEAVY-CAPACITY FLATCAR CHARGES</b></p> <p>PGR heavy-capacity flatcar use charges are published in RIC 6740-series, RAILINC, Agent.</p>
	<p><b>ITEM 140</b> [C]</p> <p align="center"><b>RELEASE OF OPEN TOP LOADS</b></p> <p>Customers must arrange with PGR for an inspection of shiftable, open-top loads prior to their release. Open top loads must be loaded in conformance to the OTLRM.</p>
	<p><b>ITEM 150</b> [C]</p> <p align="center"><b>CARS ORDERED BUT NOT USED</b></p> <p>When, on behalf of a customer, PGR orders a car from a foreign carrier for loading and customer refuses or rejects the car for reasons other than car is unfit for loading, a charge equal to the supplying carrier's car cancellation charge plus 5 percent will be assessed to the customer ordering the car from PGR.</p> <p>Additionally when a car has been switched or placed by PGR and customer subsequently rejects the car for reasons other than the car is unfit for loading, a switching charge of \$150 will be assessed to the customer ordering the car from PGR or a foreign carrier.</p> <p>Demurrage rules, charges, and regulations will apply to rejected cars in the same manner as other cars as published in PGR 6004-series.</p>
	<p><b>ITEM 160</b></p> <p align="center"><b>CARS ORDERED BUT NOT USED IN SUPPLYING CARRIER LINEHAUL</b></p> <p>When, on behalf of a customer, PGR orders a car from a foreign carrier for loading and customer loads and routes the car in such a manner that the supplying carrier is not in the linehaul, a charge equal to the supplying carrier's car offline use charge plus 5 percent will be assessed to the customer ordering the car from PGR.</p>
<p>For explanation of abbreviations and reference marks not explained herein, see Item 99999, this tariff.</p>	

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<b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b>	<b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b>
<p><b>ITEM 170</b> [C] <b>INTERCHANGE ERROR MOVEMENTS</b></p> <p>When empty or loaded cars are received from a foreign carrier without proper forwarding paperwork, the cars will be returned to the delivering carrier or forwarded to the proper carrier, within the same switching district, at a charge of \$350.00 per car. Charge for this service will be assessed against the carrier delivering the cars to PGR. Bad order cars set out on PGR tracks for repair by foreign carrier's repair crews will be considered cars without proper forwarding paperwork for the purpose of this item.</p> <p>PGR shall not be liable for any setback, switching, or linehaul charges assessed another carrier resulting from billing errors by a customer or by a carrier which is not affiliated with PGR.</p> <p>The provisions of this item are only applicable in connection with the Union Pacific.</p>	<p><b>ITEM 1040</b> [A] <b>ARTICULATED CARS</b></p> <p>Each unit of articulated cars, loaded or empty, will be subject to all rules, regulations, and charges as applied to a single railcar.</p>
<p><b>ITEM 1010</b> <b>CHARGES FOR MOVEMENT OF REVENUE EMPTY CARS</b></p> <p>A charge of \$1.10 a mile will be assessed for transportation of empty freight cars moving on their own wheels, minimum charge \$250.00 per car.</p> <p>Exception 1 - This item will not apply to empty cars that are consigned to customers on PGR lines for the purpose of loading.</p> <p>Exception 2 - This item will not apply to empty cars received in line haul movements from another railroad with which the PGR has an agreement covering charges for empty equipment.</p>	<p><b>ITEM 1050</b> <b>SPECIAL TRAIN SERVICE</b></p> <p>Cars loaded to excessive height, underhang, width, length, weight, center of gravity, or any combination of these that in the judgment of the engineering and/or operating departments of PGR require excessive special handling for safe movement will be handled in special train service. Special trains are at the sole discretion and operational convenience of PGR. Other cars not requiring special service may, for carrier convenience, be handled by PGR in special trains. Said cars will not accrue additional charges.</p> <p>Special train charges are \$90.00 per mile with a minimum charge of \$5,500.00 in addition to freight and other applicable charges and will be charged to the customer requesting the special train. Special train charges must be prepaid unless agreed otherwise by previous agreement.</p> <p>Circus, carnival, excursion, and other similar trains will only be handled pursuant to previous agreement.</p>
<p><b>ITEM 1020</b> <b>LOADS REQUIRING CLEARING OF ADJACENT TRACKS</b></p> <p>Loads that because of excessive width or length require clearing tracks adjacent to the track on which said load moves will be assessed a charge of \$300.00 for each track cleared.</p>	<p><b>ITEM 1060</b> <b>FAILURE TO STOW LOAD SECUREMENT DEVICES</b></p> <p>When a customer releases empty cars for movement from industry or team tracks and doors, hatches, chains, cables, or other similar devices are not properly secured, and must be secured by PGR employees for safe movement, a charge of \$150.00 per car will be assessed to the customer that released the car for movement.</p> <p>This item does not apply when said devices, because of mechanical defect, cannot be operated as designed, provided that PGR has been informed of the defect at or prior to the release of the car.</p> <p>This item will not obligate PGR to stow load securement devices. PGR may, at its sole discretion, consider the car or track inaccessible if load securement devices are not properly stowed or secured.</p> <p>Loaded cars and hazardous materials cars will not be moved unless all load securement devices are properly secured by customer. [A]</p>
<p><b>ITEM 1030</b> <b>IDLER OR TRAILER CARS</b></p> <p>Idler or trailer cars may be required by the engineering and/or operating departments of PGR, if in their judgment an idler or trailer car is required for safe operation.</p> <p>Idler or trailer cars will be subject to the same charges, rules, and regulations as are applied to loaded cars.</p>	
<p>For explanation of abbreviations and reference marks not explained herein, see Item 99999, this tariff.</p>	

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SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 1 MISCELLANEOUS RULES AND CHARGES
<p><b>ITEM 1070</b></p> <p align="center"><b>REMOVAL OF SWITCH STANDS</b></p> <p>Loads that because of excessive width or length require the removal of switch stands, signals, or signs will be assessed a charge of \$975.00 for each switch stand, signal, or sign removed.</p> <p>This item will also be applicable for removal of switch stands, signals, or signs for customer purposes other than clearing loads.</p>	<p><b>ITEM 1110</b></p> <p align="center"><b>FOREIGN CARS LEASED BY ONLINE CUSTOMERS</b></p> <p>Customers must immediately inform PGR of cars leased from a foreign railroad for the customer's exclusive use.</p> <p>When online customers of PGR lease foreign railroad cars for their exclusive use, hourly payments will not be allowed.</p>
<p><b>ITEM 1080</b></p> <p align="center"><b>RELOADING EQUIPMENT</b></p> <p>Customers may not reload cars made empty by them without first obtaining permission from PGR.</p> <p>Exception: This item will not be applicable to private cars that the customer owns or leases.</p>	<p><b>ITEM 1120</b></p> <p align="center"><b>DEMURRAGE</b></p> <p>All cars handled under this tariff will be subject to the demurrage rules, charges, and regulations published in PGR 6004-series.</p>
<p><b>ITEM 1090</b></p> <p align="center"><b>FACILITIES CHARGES</b></p> <p>PGR may from time to time, at its sole discretion, make available its own tracks, warehouses, sites, and other similar facilities available for customers to load or unload cars, store empty or loaded cars, or store product. The charges for use of these facilities are in addition to any freight or accessorial charges described in this or any other tariff and charges will be assessed pursuant to the applicable tariff or to previous agreement.</p>	<p><b>ITEM 1130</b> [C]</p> <p align="center"><b>SUBMITTING SHIPPING INSTRUCTIONS</b></p> <p>Shipping instructions for loaded or empty cars will be submitted by customers via an approved electronic method supported by PGR. Approved methods include EDI 404 or electronic Bill of Lading provided by Shipper Connect. A charge of \$20.00 will be assessed for each manual or facsimile submission. This charge will be assessed to the payer of freight regardless of party submitting the shipping instructions. Shipping instructions submitted by telephone will not be accepted.</p>
<p><b>ITEM 1100</b></p> <p align="center"><b>CARS LOADED IN VIOLATION OF CAR DISTRIBUTION ORDERS</b></p> <p>A charge of \$575.00 per car will be assessed against the industry and/or carrier who violates the car distribution orders on file with UMLER placed on PGR owned or leased cars. This charge will be assessed for each occurrence and will be in addition to all other applicable charges.</p>	<p><b>ITEM 1140</b></p> <p align="center"><b>FURNISHING HEAT FOR UNLOADING SHIPMENTS IN TANK CARS</b></p> <p>PGR will furnish steam to heat freight in tank cars equipped with heater coils at points on PGR track where arrangements have been made in advance and where steam boilers are available at a charge of \$150.00 per day or portion thereof. In addition to this charge, intra-terminal switch charges pursuant to Item 2050 herein will apply.</p> <p>If more than one heating service is required, charges referred to above will apply for each separate movement of the car and heating service.</p>
<p>For explanation of abbreviations and reference marks not explained herein, see Item 99999, this tariff.</p>	

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<p align="center"><b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b></p>	<p align="center"><b>SECTION 2 SWITCHING RULES AND CHARGES</b></p>
<p><b>ITEM 1150</b> [C] <b>STORAGE OF RAIL CARS</b></p> <p>To reduce charges which would otherwise apply, customers may, subject to track availability and at PGR's discretion, negotiate a rail car agreement with PGR for storage of rail cars on PGR trackage. Such agreements will entitle the customer to store a specified number of rail cars at a designated storage location at an applicable storage rate in lieu of demurrage charges pursuant to Tariff PGR 6004-series.</p>	<p><b>ITEM 2000</b> <b>SPECIAL SWITCHING OR UNSCHEDULED TRAIN SERVICE</b></p> <p>Special switching or unscheduled train service requiring assignment of a locomotive and crew to supplement regularly scheduled switching or train service will be performed only on a customer's request submitted 24 hours in advance. A charge of \$2,500.00 for the first 8 hours or fraction thereof and \$337.50 for each additional hour or fraction thereof will be assessed. A charge of \$400.00 will be assessed for each additional locomotive required. This charge will not apply to additional locomotives that are required to replace locomotives originally assigned due to mechanical defects, track restrictions, carrier convenience, etc. These charges are in addition to other applicable transportation and accessorial charges. Hours will be computed from the time the locomotive and crew are on duty until the special switching service has been performed and the locomotive and crew have returned to the point where they began duty (including convenience of PGR).</p> <p>Special switching or unscheduled train service is subject to the availability of PGR personnel and equipment.</p>
<p><b>ITEM 1160</b> <b>TEAM TRACK USAGE</b></p> <p>Existing team track service, including loading/unloading platforms and other non-exclusive PGR facilities, are available for use by shippers for non-hazardous commodities only on a shared usage basis at the sole cost, risk, and expense of customers using such facilities. By using such facilities, customers agree to indemnify, defend and hold harmless PGR from all claims, costs, and expenses and to assume all risk, responsibility liability for death, personal injury, or property damage arising from, related to, or caused by, in whole or in part, the use of such facilities.</p>	<p><b>ITEM 2010</b> <b>SWITCHING EQUIPMENT BETWEEN INDUSTRY AND PGR FACILITY</b></p> <p>When customer owned or controlled cars or locomotives are switched by PGR between industry and a facility for purposes of repairs, a charge of \$250.00 per car will be assessed to customer.</p>
<p><b>ITEM 1170</b> <b>FREIGHT CAR COLLAPSIBLE PALLET RACKING ASSIGNED TO PGR BOXCARS, REMOVED FROM OR DAMAGED</b></p> <p>A charge of \$1,025.00 per collapsible pallet racking unit will be assessed against the industry and/or carrier who, removes and does not return, or damages beyond repair, a unit of collapsible pallet racking found in boxcars PGR 2669 – PGR 2749. Cars containing collapsible pallet racking will typically contain a complement of 15 collapsible pallet racking units.</p> <p>A charge of actual repair costs, including freight costs, plus 25 percent will be assessed against the industry and/or carrier who inflict serious damage to a unit of collapsible pallet racking. Serious damage will be defined as damage beyond normal wear and tear.</p> <p>These charges will be assessed for each occurrence and will be in addition to all other applicable charges.</p>	
<p>For explanation of abbreviations and reference marks not explained herein, see Item 99999, this tariff.</p>	

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<b>SECTION 2 SWITCHING RULES AND CHARGES</b>		
<b>ITEM 2020</b>		
<b>LAKEVILLE, MN SWITCHING DISTRICT, DESCRIPTION OF</b>		
Wherever reference is made in this tariff or other instruments to the Lakeville, MN Switching District, said district includes all industry and team tracks located between the railroad crossing of 225 <sup>th</sup> St W and the railroad crossing of Dodd Blvd or any industry or team track that is connected directly or indirectly by an industrial lead track to said section of track.		
<b>ITEM 2030</b>		
[C]		
<b>LIST OF INDUSTRIES <sup>(1)</sup></b>		
When changes in name or ownership occur in the customers listed in this item, this item will be corrected as soon as practical, but until such correction is made, the same charges, rules, and regulations will apply as for the industry previously using the same track. In case of location on PGR tracks of a new customer not previously listed in this item, the general charges, rules, and regulations contained in PGR tariffs, rules, circulars, etc. will apply to said customer.		
NAME	PGR Location	City
Aggregate Industries	540 – 86 <sup>th</sup> St	Bloomington
Aggregate Industries	400 W 61 <sup>st</sup> St	Minneapolis
Alcorn Beverage <sup>(2)</sup>	7870 – 215 <sup>th</sup> St	Lakeville
American Cast Iron Pipe <sup>(2)</sup>	21695 Highview Ave	Lakeville
Berry Plastics	1401 W 94 <sup>th</sup> St	Bloomington
Berry Plastics <sup>(2)</sup>	8235 – 220 <sup>th</sup> St W	Lakeville
Bluelinx <sup>(4)</sup>	2871 W Service Rd	Eagan
Boise Cascade <sup>(2) (3)</sup>	8715 – 214 <sup>th</sup> St W	Lakeville
Brunk	201 W 86 <sup>th</sup> St	Bloomington
Carload Connection <sup>(1)</sup>	220 W 60 <sup>th</sup> St	Minneapolis
Carload Connection <sup>(2) (1)</sup>	21540 Hamburg Ave	Lakeville
Carload Connection <sup>(2) (3) (7) (1)</sup>	21778 Highview Ave	Lakeville
Carload Connection <sup>(5) (1)</sup>	2001 – 94 <sup>th</sup> St W	Bloomington
CH Carpenter Lumber <sup>(2) (3)</sup>	20235 Kensington Way	Lakeville
Citi-Cargo Storage	900 Apollo Rd	Eagan
Cloverleaf Cold Storage <sup>(2) (6)</sup>	21755 Cedar Ave	Lakeville
Custom Stud <sup>(2)</sup>	8500 – 210 <sup>th</sup> St W	Lakeville
Drywall Supply <sup>(2)</sup>	8812 – 215 <sup>th</sup> St W	Lakeville
Fluegel Elevator	14700 S Robert Trail	Rosemount
(Continued in next column)		

<b>SECTION 2 SWITCHING RULES AND CHARGES</b>		
<b>ITEM 2030 (Cont'd)</b>		
[C]		
<b>LIST OF INDUSTRIES <sup>(1)</sup></b>		
NAME	PGR Location	City
GAF Materials <sup>(2)</sup>	8500 – 210 <sup>th</sup> St W	Lakeville
General Transport <sup>(2)</sup>	21790 Hamburg Ave	Lakeville
Genpak	9611 James Ave S	Bloomington
Gopher Resources	3385 Dodd Rd	Eagan
Granse/Trio Sales <sup>(2)</sup>	21670 Hamburg Ave	Lakeville
Greif Bros Norco Division	2750 – 145 <sup>th</sup> St W	Rosemount
Headwaters Resources <sup>(2)</sup>	21778 Highview Ave	Lakeville
Kiehm Construction <sup>(2)</sup>	8500 – 210 <sup>th</sup> St W	Lakeville
KIK Minnesota	990 Apollo Rd	Eagan
Lafarge North America	855 Apollo Rd	Eagan
Lejeune Steel	118 W 60 <sup>th</sup> St	Minneapolis
Malt-O-Meal <sup>(6)</sup>	701 – 5 <sup>th</sup> St W	Northfield
Menasha <sup>(2)</sup>	8085 – 220 <sup>th</sup> St W	Lakeville
Midwest Coca-Cola Bottling	2750 Eagandale Blvd	Eagan
Minnesota Brick Tile	520 W 86 <sup>th</sup> St	Bloomington
National Polymers <sup>(2)</sup>	7920 – 215 <sup>th</sup> St W	Lakeville
Pam Oil	8301 Grand Ave S	Bloomington
Performance Office Papers <sup>(2)</sup>	2165 Hamburg Ave	Lakeville
PolyOne Distribution	3160 Neil Armstrong Dr	Eagan
Resource Plastics	3365 S Hwy 149	Eagan
SemStream	15938 Canada Cir	Rosemount
Stock Building Supply <sup>(4)</sup>	915 Yankee Doodle Rd	Eagan
Thomson West	610 Opperman Dr	Eagan
Truck Crane Service	2875 Hwy 55	Eagan
United Building Centers <sup>(2) (3)</sup>	9130 – 202 <sup>nd</sup> St W	Lakeville
Univar USA <sup>(2)</sup>	21675 Hamburg Ave	Lakeville
US Salt <sup>(2) (9)</sup>	21778 Highview Ave	Lakeville
Villaume Industries <sup>(4)</sup>	2926 Lone Oak Cir	Eagan
Wausau Supply <sup>(2) (3)</sup>	21700 Highview Ave	Lakeville
Winroc	380 – W 86 <sup>th</sup> St	Bloomington
WR Grace	1170 Eagan Industrial Rd	Eagan
Ziegler	901 – W 94 <sup>th</sup> St	Bloomington
(Continued on next page)		

For explanation of abbreviations and reference marks not explained herein, see Item 99999, this tariff.

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SECTION 2 SWITCHING RULES AND CHARGES	SECTION 2 SWITCHING RULES AND CHARGES
<p><b>ITEM 2030</b> (Cont'd) [C] <b>LIST OF INDUSTRIES</b> <sup>(1)</sup></p> <p>Explanation of references:</p> <p><sup>(1)</sup> The information contained in this item regarding the open or closed status to reciprocal switching of specific customers is listed as information only and is published herein for the convenience of PGR, customers, and other users. PGR is a handling carrier for Canadian Pacific Railway and this item will not be construed as an abrogation of contractual obligations of PGR nor of applicable Canadian Pacific Railway tariffs. Nor will inadvertent omission of customers open to reciprocal switching be construed as a cancelation of open status. Reciprocal switch shipments billed to or from customers open to reciprocal switching must not list PGR as the delivery or origin switch carrier; such shipments must show CPRS as the delivery or origin switch carrier.</p> <p><sup>(2)</sup> Customers designated with this note are included within the Lakeville Switching District. This designation will not be construed as a modification to the Lakeville Switching District as described in Item 2020.</p> <p><sup>(3)</sup> Industry is open to UP for reciprocal switching only on shipments of Lumber and Wood Products, viz: STCC: 24-xxx-xx originating in the states of Arizona, California, Colorado, Idaho, Montana, New Mexico, Oregon, Utah, Washington, and Wyoming except from Eastport, ID nor from any Canadian origins.</p> <p><sup>(4)</sup> Industry is open for reciprocal switching only on non-competitive shipments of Lumber and Wood Products, viz: STCC: 24-xxx-xx originating at Grand Forks, BC; Plains, MI, Cofax, WI ; and the states of Arizona, California, Colorado, Idaho, Iowa, Montana, New Mexico, Oregon, Utah, Washington, and Wyoming except will not apply from UP or BNSF lumber reloads at: Eastport, ID; Eureka, MT; Laurier, WA; Oroville, WA; Shelby, MT; Spokane, WA; or Sumas, WA nor from any Canadian origins except Grand Forks, BC. Non-competitive traffic is defined as traffic which CPRS does not by itself nor in connection with another railroad(s) form a route via which local or joint through rates apply and which local or joint through rates apply and under which CPRS may secure a road-haul between the industry and the point of origin or destination (as the case may be).</p> <p align="center">(Continued in next column)</p>	<p><b>ITEM 2030</b> (Cont'd) [C] <b>LIST OF INDUSTRIES</b> <sup>(1)</sup></p> <p>Explanation of references: (Cont'd)</p> <p><sup>(5)</sup> Industry is open to connecting carriers in the Twin Cities only on shipments of lumber and wood products and pulp, paper, or allied products, viz. STCCs: 24-xxx-xx and 26-xxx-xx only on non-competitive traffic except will not apply from or to BNSF or UP lumber reloads at: Eastport, ID; Eureka, MT; Laurier, WA; Oroville, WA; Shelby, MT; Spokane, WA; Sumas, WA. Industry is open to UP on salt products, viz. STCCs: 14-715-xx and 28-991-xx only on non-competitive traffic. Non-competitive traffic is defined as traffic which CPRS does not by itself nor in connection with another railroad(s) form a route via which local or joint through rates apply and which local or joint through rates apply and under which CPRS may secure a road-haul between the industry and the point of origin or destination (as the case may be).</p> <p><sup>(6)</sup> Industry is open to BNSF and UP on shipments in mechanically refrigerated boxcars.</p> <p><sup>(7)</sup> Industry is open to UP for reciprocal switching on shipments of plastic netting, viz. STCC 30-719-09, and film or sheeting, viz. STCC 30-714-XX.</p> <p><sup>(8)</sup> Industry open by connecting carriers to reciprocal switching.</p> <p><sup>(9)</sup> Industry is open to reciprocal switching for shipments of salt, viz. STCC 28-991-XX originating at points in Utah.</p> <p><sup>(*)</sup> A PGR transload facility, formerly known as Progressive Rail Distribution or alternately as Progressive Distribution. Tariff PGR 9300 describing transfer services applies. Shipments must be billed designating Carload Connection as the Care of Party and the appropriate owner of the shipment as the Consignee.</p>
<p>For explanation of abbreviations and reference marks not explained herein, see Item 99999, this tariff.</p>	



**FT PGR 8000-B**

SECTION 2 SWITCHING RULES AND CHARGES	SECTION 2 SWITCHING RULES AND CHARGES
<p><b>ITEM 2040</b></p> <p align="center"><b>INTRA-PLANT SWITCHING</b></p> <p>A charge of \$250.00 per car will be assessed for each movement of cars that have been placed for loading or unloading and subsequently switched at the request of a customer from one location to another location on the same track or from one track to another track within the same industry. Such charges will be assessed against the customer requesting the switch. Intra-plant switching is at the convenience of PGR and will be performed during the normal course of operations.</p> <p>Exception: This item will not be applicable when such movement is incidental and necessary in connection with the removal or placement of other loaded or empty cars.</p>	<p><b>ITEM 2070</b> [A]</p> <p align="center"><b>SWITCH ORDERED BUT UNABLE TO BE PERFORMED</b></p> <p>When a switch is ordered but is unable to be performed by PGR because of a customer condition, a charge of \$150.00 per car will be assessed to the customer requesting the switch.</p> <p>Customer conditions that may render a switch unable to be performed include but are not limited to: car not loaded/unloaded as indicated on release, load securement devices not properly stowed, unsafe customer track condition, car damaged by customer, presence of customer placed blue flag, red board or similar signage, locked gates/doors, track full, or any other condition for which PGR has no control.</p> <p>This item will be applicable to any of the following switch orders: release load, release empty, intra-plant, intra-terminal, inter-terminal, turn car, placement requests, or any other similar switching request.</p>
<p><b>ITEM 2050</b></p> <p align="center"><b>INTRA-TERMINAL SWITCHING</b></p> <p>A charge of \$250.00 per car will be assessed for each movement of cars that have been placed for storage, loading or unloading and subsequently switched at the request of a customer from one track to another track within the switching limits of a single station. Such charges will be assessed against the customer requesting the switch. Intra-terminal switching is at the convenience of PGR and will be performed during the normal course of operations.</p>	<p><b>ITEM 2080</b> [A]</p> <p align="center"><b>TURN CAR SWITCHING</b></p> <p>A charge equal to the intra-terminal switching rate per loaded or empty car will be assessed to the customer ordering a car turned. Turn car switching will be in addition to any other switching charges. If the car ordered to be turned is not at a station where turning facilities are available and must be moved out of route, then an additional inter-terminal switching charge will apply.</p> <p>Turn car switching will only be performed where facilities are available and is at the convenience of PGR and will be performed during the normal course of operations.</p>
<p><b>ITEM 2060</b> [A]</p> <p align="center"><b>INTER-TERMINAL SWITCHING</b></p> <p>A charge of \$250.00 per car will be assessed for each movement of cars that have arrived at a station for placement and subsequently switched at the request of a customer from one station to another station. Such charges will be assessed against the customer requesting the switch. Inter-terminal switching is at the convenience of PGR and will be performed during the normal course of operations.</p>	<p><b>ITEM 2090</b> [A]</p> <p align="center"><b>MAINTENANCE MATERIALS SWITCHING</b></p> <p>A charge of \$250.00 will be assessed per loaded car containing maintenance of way materials switched for unloading at Northfield, MN.</p> <p>This item is only applicable against Union Pacific.</p>
<p>For explanation of abbreviations and reference marks not explained herein, see Item 99999, this tariff.</p>	

**FT PGR 8000-B**

<b>EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS</b>	
<b>ITEM 99999</b>	
<b>EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS <sup>(1)</sup></b>	
AAR	Association of American Railroads
BOE	Bureau of Explosives
CFR	Code of Federal Regulations
Etc.	Et cetera
i.e.	that is
LB	pound
MN	Minnesota
N.A.	Not Applicable
OPSL	Official Railroad Station List, RAILINC, Agent
OTLRM	AAR Open Top Loading Rules Manual, AAR, Publisher
PGR	Progressive Rail Inc.
RER	Official Railway Equipment Register (R.E.R. Publishing Corporation, Agent)
RIC	RAILINC, Inc.
RIC 6740	Freight Tariff 6740, specifying Heavy-Duty Flat Car Charges, RAILINC, Agent)
STB	Surface Transportation Board
STCC	Standard Transportation Commodity Code, RAILINC, Agent
UFC	Uniform Freight Classification
UMLER	Universal Machine Language Equipment Register
U.S.	United States of America
viz.	namely
[A] Addition	
[C] Change	
[D] Canceled	
[ I ] Increase	
[R] Reduction	
[NC] Brought forward without change	
(Underscored portion denotes addition change.)	
<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.	

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