

**CONRAIL®**



David C. Ziccardi  
T: 215.209.5028  
F: 215.209.4819  
Email: David.Ziccardi@Conrail.com

Consolidated Rail Corporation  
Three Logan Square  
1717 Arch Street  
13<sup>th</sup> Floor  
Philadelphia, PA 19103

February 18, 2014

235512

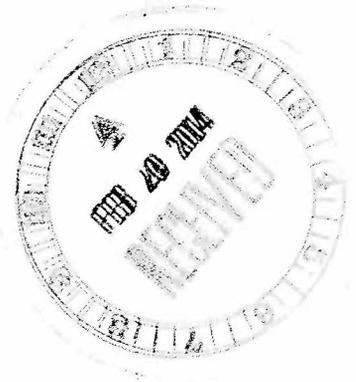
**VIA UPS NEXT-DAY DELIVERY**

Cynthia T. Brown  
Chief, Section Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street S.W.  
Washington, D.C. 20423

ENTERED  
Office of Proceedings

FEB 20 2014

Part of  
Public Record



**Re: STB Docket No. AB-1095 (Sub. No. 1)  
Paulsboro Refining Company LLC-  
Adverse Abandonment-  
SMS Rail Services, Inc. In Gloucester County, NJ**

Dear Ms. Brown:

Enclosed for filing in the above-referenced matter are the original and ten copies of the Joint Comments of Consolidated Rail Corporation, Norfolk Southern Railway Company and CSX Transportation, Inc.

Thanks you for your attention to this matter.

Very truly yours,

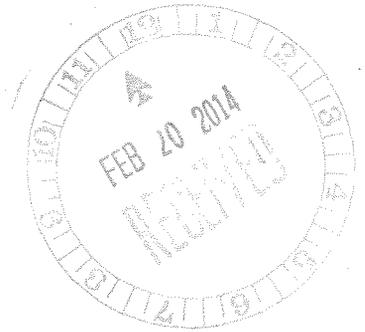
A handwritten signature in black ink, appearing to read "David C. Ziccardi".

David C. Ziccardi

Encls.  
C: Service List (w/encls.)

Before the  
**SURFACE TRANSPORTATION BOARD**  
STB Docket No. AB-1095 (Sub. No. 1)

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**PAULSBORO REFINING COMPANY LLC**  
**--ADVERSE ABANDONMENT--**  
**SMS RAIL SERVICE, INC. IN GLOUCESTER COUNTY, NJ**

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**235512**  
**JOINT COMMENTS OF CONSOLIDATED RAIL CORPORATION**  
**NORFOLK SOUTHERN RAILWAY COMPANY**  
**AND CSX TRANSPORTATION, INC.**

Pursuant to the Board's January 27, 2014 decision in this matter, Consolidated Rail Corporation ("Conrail"), Norfolk Southern Railway Company ("NS") and CSX Transportation, Inc. ("CSXT") (collectively, the "Parties"), hereby submit their joint comments regarding Paulsboro Refining Company LLC's ("PRC's") Application for Adverse Abandonment.

The Parties take no position on the merits of PRC's Application. Subject to the comments set forth below, the Parties stand ready to provide common carrier service to the customers currently served by SMS Rail Service, Inc. ("SMS"), if the Board grants the Application. However, the Parties request that the Board: (1) Require PRC to clarify whether it expects that Conrail, on behalf of CSX and NS, will physically deliver rail traffic into PRC's facility or whether PRC intends to have its switching contractor perform operations similar to SMS's current operation; (2) afford the Parties an additional opportunity to comment on the Application once that clarification has been provided; and (3) condition the effectiveness of any decision granting of PRC's Application on PRC, Conrail, NS and/or CSXT entering into all agreements necessary to effectuate the provision of common carrier service pursuant to the operation as clarified by PRC.

Currently, SMS operates not only within the PRC facility, but it also picks up and delivers refinery traffic utilizing certain tracks in Paulsboro Yard that are owned and maintained by Conrail. Conrail has not operated within the refinery since SMS took over operations, which occurred sometime in late 2000. PRC's Application is unclear as to how PRC envisions common carrier service to its refinery will be provided if the Board grants PRC's Application, SMS's common carrier rights are terminated and SMS is evicted from the premises. On the one hand, PRC's Application states that it "wishes to receive common carrier service from Conrail (for and on behalf of [NS] and [CSXT]) and to have its internal switching performed by a non-carrier switching contractor." Application for Adverse Abandonment, pg. 5. This statement suggests that PRC envisions that Conrail, on behalf of NS and/or CSXT, will directly deliver rail traffic into PRC's refinery and that the private switching contractor's role will be limited to providing intraplant switching within the refinery. On the other hand, PRC's Application also states that "PRC or its contractor can *continue to deliver/pick up interline traffic* without operating on any lines of railroad or obtaining operating rights from the Board." *Id.* at pg. 5 (emphasis added). This statement suggests that PRC may envision a larger role for its contractor switcher; one that would have its contract switcher operating on Conrail-owned trackage outside of PRC's refinery, as SMS does today. In short, it is not clear whether PRC intends its contractor switcher to provide only intraplant switching or whether it intends for its contract switcher to replicate the current operation of SMS.

The precise role PRC's switching contractor intends to play is important. If Conrail is to operate within the PRC refinery even to drop off cars, there are operating issues to resolve and agreements to complete. PRC purchased the refinery and tracks from Valero Refining Company. Prior thereto, the facility was owned by Mobil Oil Corporation ("Mobil"). In 1993, Conrail and

Mobil entered into a comprehensive Sidetrack Agreement governing the operation and maintenance of numerous tracks serving several Mobil-owned facilities, including the current PRC refinery, a copy of which is attached hereto as Exhibit "A." That Sidetrack Agreement and its intricate "Exhibit A" detail numerous non-standard track conditions within what is now PRC's refinery, including non-standard track centers (less than 14'), close clearances (less than 8'6"), tight curvatures (in excess of 12° 30') and sloped tracks. Because Conrail has not provided rail service within PRC's refinery in over a decade, Conrail will need to conduct a thorough inspection of the track therein to assess and address any engineering issues and to ensure it can operate safely within PRC's facility. Additionally, a Sidetrack Agreement with PRC will then need to be executed before Conrail will be willing to operate inside PRC's facility. Rail service to the refinery would be interrupted if SMS's common carrier rights are terminated and SMS is evicted from the premises before these tasks have been completed.<sup>1</sup>

**235512**

If PRC seeks to have its contract switcher replicate the service currently provided by SMS, that presents its own concerns. If the Board grants PRC's Application, the tracks currently operated by SMS will no longer be considered common carrier lines, and Conrail will have no obligation to permit PRC's contract switcher operate over Conrail-owned or controlled tracks. Whether Conrail would allow such an operation depends on several factors. Assuming Conrail were agreeable to such an arrangement, it would insist on an interchange-like operating agreement with PRC prior to the start up of operations, something that Conrail was never able to

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<sup>1</sup> The 1993 Sidetrack Agreement with Mobil covers the tracks serving the ExxonMobil Research and Engineering facility currently served by SMS. A new Sidetrack Agreement with this entity will also be necessary as the 1993 Sidetrack Agreement is with a different entity. As a practical matter, the 1993 Sidetrack Agreement is outdated due to the former Mobil refinery changing hands multiple times.

get SMS to enter into. Again, if SMS's common carrier rights are terminated and SMS is evicted from the premises before the necessary agreement has been executed, rail service to the refinery would be interrupted.

For the foregoing reasons, the Parties request that the Board require PRC to clarify its Application to describe precisely how it envisions receiving common carrier service from Conrail on behalf of NS and/or CSXT and allow the Parties an additional opportunity to comment on PRC's Application after clarification should they feel any additional commentary necessary. In addition, if the Board rules favorably on PRC's Application, the Parties request that the Board stay the effectiveness of its decision until PRC and/or its switching carrier enter into any appropriate agreements with Conrail, NS and/or CSXT, the types of which will be dictated by the actual manner in which service is to be provided.

Respectfully submitted,



David C. Ziccardi  
Consolidated Rail Corporation  
1717 Arch Street, 13<sup>th</sup> Floor  
Philadelphia, PA 10103

Attorney for Consolidated Rail Corporation

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Paul Hitchcock  
CSX Transportation, Inc.  
Law Department  
500 Water Street, J-150  
Jacksonville, FL 32202

Attorney for CSX Transportation, Inc.

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David Coleman  
Norfolk Southern Railway Company  
Three Commercial Place  
Norfolk, VA 23510

Attorney for Norfolk Southern Railway Company

Dated: February 18, 2014

get SMS to enter into. Again, if SMS's common carrier rights are terminated and SMS is evicted from the premises before the necessary agreement has been executed, rail service to the refinery would be interrupted.

For the foregoing reasons, the Parties request that the Board require PRC to clarify its Application to describe precisely how it envisions receiving common carrier service from Conrail on behalf of NS and/or CSXT and allow the Parties an additional opportunity to comment on PRC's Application after clarification should they feel any additional commentary necessary. In addition, if the Board rules favorably on PRC's Application, the Parties request that the Board stay the effectiveness of its decision until PRC and/or its switching carrier enter into any appropriate agreements with Conrail, NS and/or CSXT, the types of which will be dictated by the actual manner in which service is to be provided.

Respectfully submitted,

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1717 Arch Street, 13<sup>th</sup> Floor  
Philadelphia, PA 10103

Attorney for Consolidated Rail Corporation

  
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CSX Transportation, Inc.  
Law Department  
500 Water Street, J-150  
Jacksonville, FL 32202

Attorney for CSX Transportation, Inc.

---

David Coleman  
Norfolk Southern Railway Company  
Three Commercial Place  
Norfolk, VA 23510

Attorney for Norfolk Southern Railway Company

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For the foregoing reasons, the Parties request that the Board require PRC to clarify its Application to describe precisely how it envisions receiving common carrier service from Conrail on behalf of NS and/or CSXT and allow the Parties an additional opportunity to comment on PRC's Application after clarification should they feel any additional commentary necessary. In addition, if the Board rules favorably on PRC's Application, the Parties request that the Board stay the effectiveness of its decision until PRC and/or its switching carrier enter into any appropriate agreements with Conrail, NS and/or CSXT, the types of which will be dictated by the actual manner in which service is to be provided.

Respectfully submitted,

\_\_\_\_\_  
David C. Ziccardi  
Consolidated Rail Corporation  
1717 Arch Street, 13<sup>th</sup> Floor  
Philadelphia, PA 10103

Attorney for Consolidated Rail Corporation

\_\_\_\_\_  
Paul Hitchcock  
CSX Transportation, Inc.  
Law Department  
500 Water Street, J-150  
Jacksonville, FL 32202

Attorney for CSX Transportation, Inc.

  
\_\_\_\_\_  
David Coleman  
Norfolk Southern Railway Company  
Three Commercial Place  
Norfolk, VA 23510

Attorney for Norfolk Southern Railway Company

## CERTIFICATE OF SERVICE

I certify that on this 19<sup>th</sup> day of February, 2014 I served a copy of the foregoing Joint Comments of Consolidated Rail Corporation, Norfolk Southern Railway Company and CSX Transportation, Inc., on the persons listed below by UPS next day delivery:

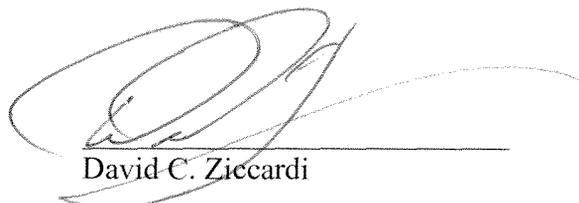
Fritz R. Kahn, Esq.  
1919 M Street, NW  
7<sup>th</sup> Floor  
Washington, D.C. 20036

Eric M. Hocky  
Clark Hill Thorp Reed  
One ~~2355~~12 Square  
2005 Market Street, Suite 1000  
Philadelphia, PA 19103

Michael A. Carrocino  
Facility Manager  
Exxon Mobil Research and  
Engineering Company  
600 Billingsport Road  
Paulsboro, NJ 08066

David Coleman  
Norfolk Southern Railway Company  
Three Commercial Place  
Norfolk, VA 23510

Paul Hitchcock  
CSX Transportation, Inc.  
Law Department  
500 Water Street, J-150  
Jacksonville, FL 32202



David C. Ziccardi

# **EXHIBIT A**

235512

# **EXHIBIT A**

235512

SIDETRACK AGREEMENT

THIS AGREEMENT, made and effective as of January 6,  
1993, by and between CONSOLIDATED RAIL CORPORATION, a Pennsylvan-  
ia corporation, Six Penn Center Plaza, Philadelphia, Pennsylvan-  
ia 19103-2959, ("Conrail"), and MOBIL OIL CORPORATION, a Dela-  
ware corporation, 3225 Gallows Road, Fairfax, Virginia 22037-0001  
("Industry").

WHEREAS, Industry has requested track facilities at  
Paulsboro, County of Gloucester, State of New Jersey, described  
as follows: 235512

A sidetrack originating at a point of switch at Milepost  
14.18+ of Conrail's Penns Grove Secondary consisting of 33,645+  
feet of track including 36 turnouts and;

a sidetrack originating at a point of switch at Milepost  
14.28+ of Conrail's Penns Grove Secondary consisting of 4,180+  
feet of track including 6 turnouts;

a sidetrack originating at a point of switch at Milepost  
14.59+ of Conrail's Penns Grove Secondary consisting of 2,545+  
feet of track including 2 turnouts;

all in accordance with Plan No. 10-9912-014.18-001, dated  
June 14, 1991, attached as "Exhibit A," such track facilities and  
the underlying right-of-way being collectively referred to as the  
"Sidetrack."

NOW, THEREFORE, the parties, intending to be legally bound,  
agree as follows:

Section 1. Term

1.1 This Agreement shall continue in force until terminated  
by either party, with or without cause, on ninety (90) days prior  
written notice to the other party. Any obligation assumed and  
any liability which may have arisen or been incurred by either  
party shall survive termination of this Agreement.

1.2 Upon termination of this Agreement, Conrail shall have  
the right, but not the obligation, to remove the switch connec-  
tion and any portion or all of the Sidetrack on its property and  
to enter upon property leased to or owned, controlled or main-  
tained by Industry and remove any and all material owned by  
Conrail.

1.3 Until terminated, this Agreement shall inure to the  
benefit of and be binding upon the parties and their respective  
successors and assigns.

Section 2. Construction and Maintenance

2.1 Industry, at its sole cost and expense, shall:

- (i) provide all necessary right-of-way beyond Conrail's property line;
- (ii) comply with all requirements of and obtain all consents required by public authorities regarding the construction and maintenance of the Sidetrack;
- (iii) construct the Sidetrack, except as follows:  

The Sidetrack is built and already exists;
- (iv) erect and maintain fences and highway-railroad grade crossing protection devices on property owned by Industry required by public authorities; and
- (v) keep the Sidetrack free of all hazardous materials and obstructions, and as necessary repair, maintain, replace, renew, and remove the Sidetrack as follows:

That portion of the Sidetrack between the points of switch and the right-of-way line (between points A and B on Exhibit A) shall be maintained by Conrail, including Tracks 621-625 in Paulsboro Yard. All other portions of the Sidetrack located on the property of Industry shall be maintained by Industry.

All maintenance shall be to a minimum of Federal Railroad Administration Class I track standards.

2.2 Notwithstanding any provision of Section 2.1, Industry shall be subject to Conrail's Tariff Maintenance Charge for Industrial Switch Connections, attached as "Exhibit B," and all reissues and supplements thereto, wherein the word "owner" shall mean Industry.

2.3 The parties recognize that some public authorities may not have jurisdiction over Industry as to clearances, bridges or highway-railroad crossings affecting the Sidetrack and such bodies may direct Conrail to take actions regarding such matters. If Conrail is directed by said bodies to take such action, Conrail will advise Industry in writing of the required action and the estimated expenses Conrail will incur in performing the public bodies' directives. If Industry agrees in writing to Conrail's proposed action, then any expense incurred by Conrail in complying with such directions shall be billed to Industry. If Industry does not agree in writing to the proposed action within thirty (30) days of Conrail's notification of the public

body's directive, then in such event this Agreement may terminate upon either party giving thirty (30) days notice of termination to the other party. Any expense incurred by Conrail in complying with such directions shall be billed to Industry which shall reimburse Conrail. This Section 2.3 shall survive termination of this Agreement.

### Section 3. Ownership

The rails, ties, and fittings in the Sidetrack shall be owned as follows:

That portion of the Sidetrack between the points of switch and the right-of-way line (between points A and B on Exhibit A) shall be owned by Conrail, including Tracks 621-625 in Paulsboro Yard. All other portions of the Sidetrack located on the property of Industry shall be owned by Industry.

### Section 4. Use

4.1 Conrail shall have the right to use the Sidetrack, but may not unreasonably interfere with the use thereof by Industry.

4.2 Neither party shall permit use of the Sidetrack by any other person or firm without the prior written consent of the other party. Conrail may construct and use additional switch connections on that portion of the Sidetrack on Conrail's property.

4.3 The parties shall comply with (i) all applicable federal, state, and local laws, rules, regulations or orders pertaining to shipments originating or terminating on the Sidetrack, and (ii) Conrail's Engineering and Operating Criteria for Industrial Sidings.

4.4 Industry shall not grant any rights to establish vehicular or pedestrian grade crossings over the Sidetrack without the prior written consent of Conrail.

4.5 Conrail may enter upon Industry's property for the purpose of inspecting, repairing or operating over the Sidetrack, but Conrail shall have no duty to engage in such activities, and Conrail may engage in such activities only to the extent it does not interfere with Industry's use of the Sidetrack.

### Section 5. Changes

Industry shall not make any changes in the Sidetrack which affect the safety of Conrail's operations without the prior written consent of Conrail. Changes in the Sidetrack necessary

to comply with the requirements of a public authority shall, following receipt of 30 days written notice from Conrail, be made at Industry's sole expense. If Conrail anticipates that it will incur any expense in connection with any change necessitated by any requirement of such public authority, Conrail will give Industry, on thirty (30) days written notice of the estimated costs in performing the work, an opportunity to make such change. If Industry fails to commence performing the work required by such public authority prior to the expiration of said thirty (30) day period, Conrail shall perform the work and such expense incurred by Conrail shall be billed to Industry which shall reimburse Conrail.

Section 6. Clearances

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6.1 Industry shall not construct or permit any obstruction over the Sidetrack less than the statutory limit or 22'0" above top of rail, whichever is greater, or alongside thereof less than the statutory limit or 8'6" from center of track, whichever is greater, with the necessary additional clearances on curves, without the prior written approval of Conrail and any public authority having jurisdiction.

6.2 The minimum clearances specified in Section 6.1 may be changed by Conrail to meet legal requirements and Industry shall, at its sole expense, following receipt of 30 days written notice from Conrail, make such changes in the Sidetrack as may be necessary.

Section 7. Liability

7.1 Except as otherwise provided in Section 7.2, responsibility for Claims (as defined in Section 7.5) as between the parties shall be borne as follows:

(i) Conrail shall be responsible for Claims arising from its negligence and for its failure to comply with its obligations under this Agreement when such failure is a contributing cause to such Claims;

(ii) Industry shall be responsible for Claims arising from its negligence and for its failure to comply with its obligations under this Agreement when such failure is a contributing cause to such Claims;

(iii) The parties shall share equal responsibility for all Claims arising from their joint or concurring negligence or failure to comply with their respective obligations under this Agreement when any such negligence or failure is a contributing cause to such Claims. If Conrail is subjected to any Claims under the Federal Employers' Liability Act ("FELA") based on the

allegation that Conrail failed, in respect to the portion of the Sidetrack leased to or owned, controlled or maintained by Industry, to provide a safe place to work or failed to correct or guard against an unsafe condition, the standards of negligence and causality established by FELA shall be applied in determining whether such Claims arose from the joint or concurring negligence of Industry.

7.2 Industry shall be responsible for Claims arising from any nonstandard conditions, now or hereafter existing, irrespective of any negligence on the part of Conrail, including without limitation the following:

Track curvature in excess of the 12 ~~265512~~ 30 minute standard and No. 6 turnouts at the locations indicated on Exhibit A. Conrail assumes no liability for the inability of the Sidetrack to accommodate long cars or cars of future design.

Side clearances less than the 8 foot 6 inch standard at the locations indicated on Exhibit A. Industry shall install and maintain "CLOSE CLEARANCE" signs, ~~illuminated at night~~, at the locations shown on Exhibit A. REFLECTORIZED *JK* *MS*

Track centers less than standard as shown on Exhibit A.

Cars placed on track that is not level.

7.3 The negligence of any tenant, invitee, licensee or grantee of Industry occurring on property leased to or owned, controlled or maintained by Industry shall be deemed the negligence of Industry.

7.4 Except as otherwise provided in Section 7.1, the party which is responsible shall release the other party from all responsibility for such Claims and shall defend, indemnify, protect, and save harmless the other party and its directors, officers, agents, and employees from and against all such Claims. Industry waives any constitutional, statutory or decisional immunity which would invalidate Industry's obligation to indemnify Conrail with respect to Claims asserted by employees of Industry where said Claims arise from Industry negligence.

7.5 The word "Claims" as used in this Section 7 shall mean all claims, liabilities, demands, actions at law and equity, judgments, settlements, losses, damages, and expenses of every character for any injury to or death of any person or persons, for any damage to or loss or destruction of property of any kind, and for any damage to the environment, caused by, arising out of or occurring in connection with the construction, use, maintenance, replacement, presence or removal of the Sidetrack.

Section 8. Discontinuance

Conrail shall not be responsible for any loss or damage sustained by Industry in consequence of any temporary or permanent elimination of the Sidetrack, or service thereover, due to circumstances beyond Conrail's reasonable control. Conrail may suspend rail service in the event Industry breaches any of the covenants in this Agreement, and such suspension may continue until such breach is remedied.

Section 9. Payment

9.1 All payments called for under this Agreement shall be made by Industry within 30 days after ~~receipt~~ <sup>235512</sup> of bills. The records of Industry relating to payments due under this Agreement shall be open at all reasonable times for inspection by Conrail.

9.2 Except for payments required by Section 2.2, all bills rendered by Conrail shall include direct labor and material costs, together with surcharges for fringe benefits, overheads, material handling costs, and equipment rentals at rates specified by Conrail's Vice President and Controller.

9.3 If Conrail believes that it is required to perform any work or satisfies any responsibility or liability which under this Agreement Industry is obligated to perform or satisfy, Conrail shall notify Industry in writing of Conrail's intentions to so perform, specifying the estimated costs in performing and if Industry fails to perform within thirty (30) days of Conrail notice, Conrail will perform and Industry shall reimburse Conrail for all costs and expenses in accordance with this Section.

Section 10. General Provisions

10.1 A determination that any part of this Agreement is invalid shall not affect the validity or enforceability of any other part of this Agreement.

10.2 This Agreement shall be governed by the law of the state in which the Sidetrack is located.

10.3 As used in this Agreement, the words "Conrail", "Industry", and "party" shall include the respective subsidiaries, affiliates, directors, officers, agents, and employees of Conrail and Industry.

10.4 This Agreement is for the exclusive benefit of the parties and not for the benefit of any other party. Nothing herein contained shall be taken as creating or increasing any right in any third party to recover by way of damages or otherwise against Conrail or Industry.

10.5 Section headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

10.6 This Agreement contains the entire agreement of the parties, and ~~supersedes any prior written or oral understandings, agreements or representations.~~

*JMB*  
*JPG*

10.7 This Agreement may not be amended, waived or discharged except by an instrument in writing signed by the parties.

10.8 All words, terms, and phrases used in this Agreement shall be construed in accordance with their generally applicable meaning in the railroad industry.

235512

10.9 Except as otherwise provided in this Agreement, all notices to be sent from one party to the other shall be in writing and hand delivered or mailed by United States certified or registered mail, postage prepaid. Notices directed to Conrail shall be addressed to Senior Vice President-Operations, Consolidated Rail Corporation, 1740 Six Penn Center Plaza, Philadelphia, PA 19103-2959. Notices directed to Industry shall be sent to the address listed for Industry in the preamble of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

WITNESS:

CONSOLIDATED RAIL CORPORATION

*Francis E. Green*

By: *J. M. Meyer*  
DIVISION GENERAL MANAGER

WITNESS:

MOBIL OIL CORPORATION

*JPB*

*H. P. Galley*

By: *R. M. Bma*

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.  
 Subject (except as otherwise provided) to Increases in Rates and Charges as provided in Item 8. (Rail Carrier Cost Recovery Tariffs).

	SUPPLEMENT TO	
CTC (F) 293	MDOT CR 9330-F	ICC CR 9330-F
ILL CC 206	NY DOT CR 9330-F	VCC CR 9330-F
MD PSC CR 9330-F		PSC-WV CR 9330-F

CONSOLIDATED RAIL CORPORATION

SUPPLEMENT 9

TO 23512

FREIGHT TARIFF CR 9330-F  
 Cancels Supplement 8

Supplements 1, 2, 4, 5, 6, 7 and 9 contain all changes.

LOCAL AND JOINT FREIGHT TARIFF  
 RULES, REGULATIONS AND CHARGES

GOVERNING

MISCELLANEOUS SERVICES  
 AND THE HANDLING OF TRAFFIC

APPLYING AT STATIONS

- ON -

CONSOLIDATED RAIL CORPORATION

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

MISCELLANEOUS SERVICES TARIFF

Governed, except as otherwise provided herein, by Uniform Freight Classification, and by Exceptions to said Classification (Item 5).

ISSUED FEBRUARY 14, 1989

EFFECTIVE FEBRUARY 25, 1989

Issued by  
 H. A. TRAUTMANN, JR.  
 Manager - Tariff Publications  
 Six Penn Center  
 Philadelphia, PA 19103

Filed with ICC-CTC-IL-MD-MI-NY-VA-WV  
 (C-7477-5-VE1)

(310)

PRINTED IN USA  
 (FS3/C/ICC/9330F)

EXHIBIT "B"

SUPPLEMENT 9 TO FREIGHT TARIFF CR 9330-F

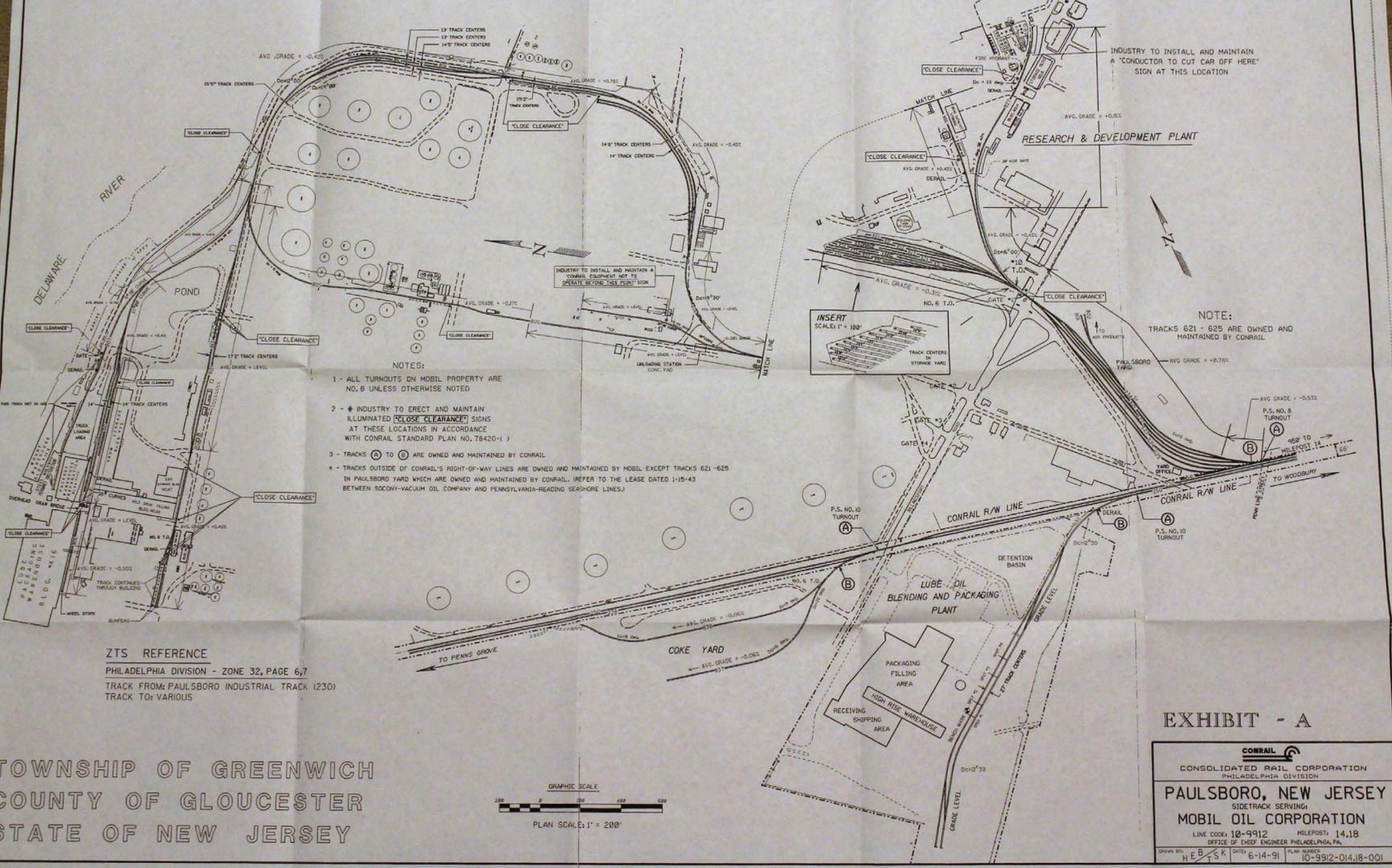
RULES AND OTHER GOVERNING PROVISIONS

SPECIAL RULES AND REGULATIONS - UNLIMITED

ITEM	SUBJECT	
230-B	MAINTENANCE CHARGE FOR INDUSTRIAL SWITCH CONNECTIONS.....	<p style="text-align: center;"><u>DEFINITION OF TERMS</u></p> <p>An industrial switch connection is a switch located upon Conrail property and maintained by Conrail for access to privately-owned sidetracks.</p> <p style="text-align: center;"><u>CHARGE FOR MAINTENANCE OF INDUSTRIAL SWITCH CONNECTION</u></p> <p>The charge for <del>each</del> <sup>23512</sup> each industrial switch connection is \$2,000 per year. This charge is payable by the owner of the sidetrack served by the industrial switch connection within Thirty (30) Days of invoice date and for each succeeding year.</p> <p style="text-align: center;"><u>EXEMPTIONS</u></p> <p>The charge will not apply as to any calendar year in which the privately owned sidetrack served by the industrial switch connection originates or terminates seven (7) or more carloads.</p> <p>The charge will not apply where specific terms of an executed Sidetrack Agreement so provide.</p> <p>The charge will not apply if the owner of the sidetrack served by the industrial switch connection requests, before the June 30 payable date of the charge, that Conrail remove the industrial switch connection.</p> <p style="text-align: center;"><u>MULTI-SIDINGS</u></p> <p>Where more than one privately-owned sidetrack is served by a single industrial switch connection, each of the individual owners of the private sidetracks will be liable for an equal share of the charge. The total number of carloads originated or terminated on all of the private sidetracks served by the industrial switch connection will determine whether the exemptions above applies.</p> <p>Conrail is under no obligation to provide service to or from those private sidetracks for which any part of the applicable charge is unpaid.</p>

\* - Not subject to increases as authorized in Rail Carrier Cost Recovery Tariff ICC RCR X089 Series.

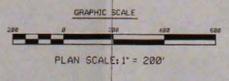
For explanation of other reference marks, see concluding page of this Supplement.



- NOTES:
- 1 - ALL TURNOUTS ON MOBIL PROPERTY ARE NO. 8 UNLESS OTHERWISE NOTED
  - 2 - INDUSTRY TO ERECT AND MAINTAIN ILLUMINATED "CLOSE CLEARANCE" SIGNS AT THESE LOCATIONS IN ACCORDANCE WITH CONRAIL STANDARD PLAN NO. 78420-1
  - 3 - TRACKS (A) TO (C) ARE OWNED AND MAINTAINED BY CONRAIL
  - 4 - TRACKS OUTSIDE OF CONRAIL'S RIGHT-OF-WAY LINES ARE OWNED AND MAINTAINED BY MOBIL EXCEPT TRACKS 621-625 IN PAULSBORO YARD WHICH ARE OWNED AND MAINTAINED BY CONRAIL. REFER TO THE LEASE DATED 1-15-43 BETWEEN SOCONY-VACUUM OIL COMPANY AND PENNSYLVANIA-READING SEASHORE LINES.

NOTE:  
TRACKS 621 - 625 ARE OWNED AND MAINTAINED BY CONRAIL

ZTS REFERENCE  
PHILADELPHIA DIVISION - ZONE 32, PAGE 6,7  
TRACK FROM PAULSBORO INDUSTRIAL TRACK (230)  
TRACK TO VARIOUS



TOWNSHIP OF GREENWICH  
COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

**EXHIBIT - A**

**CONRAIL**  
CONSOLIDATED RAIL CORPORATION  
PHILADELPHIA DIVISION

**PAULSBORO, NEW JERSEY**  
SIDETRACK SERVING  
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