NORTHEAST REGION
GENERAL TARIFF 1000
COVERING
OPTIONAL SERVICES
AND DEMURRAGE RULES AND PROVISIONS

EFFECTIVE April 7, 2016

ISSUED BY:
COMMERCIAL SUPPORT
13901 SUTTON PARK DRIVE SOUTH
JACKSONVILLE, FL 32224

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PLAN OF TARIFF
SECTION I

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SUBSCRIBING CARRIERS

This tariff is issued for the accounts of –

RAILROAD	
Buffalo & Pittsburgh Railroad, Inc.	BPRR
Connecticut Southern Railroad, Inc.	CSO
Massena Terminal Railroad Company, The	MSTR
New England Central Railroad, Inc.	NECR
Rochester & Southern Railroad, Inc.	RSR
Wellsboro & Corning Railroad Company	WCOR

GOVERNING TARIFFS

This tariff is governed, except as otherwise provided, by OPSL 6000-Series, STCC 6001-Series, UFC 6000-Series and BOE 6000-Series.

The Subscribing Carriers' Charge Catalogs, 7006 Series for Switching and Accessorial Charges, 6006 Series for Demurrage and Storage and the 6007 for Unit Train Special Charges are all subject to the provisions of The General Tariff 1000.

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GENERAL RULES

ITEM 1000 - Description of Governing Classification and Exceptions

The term “Uniform Classification” when used in this tariff means: Uniform Freight Classification, Uniform Classification Committee, UFC 6000-Series

EXCEPTION: Rules 13, 24 and 29 of UFC 6000-series do not apply.

ITEM 1020 - Station List and Conditions

This tariff is governed by the Official Railroad Station List, OPSL 6000-series issued by RailInc, Agent, to the extent shown below:

1. Prepay requirements and station conditions

   For additions and abandonment of stations, and for prepay requirements, changes in names of stations, restrictions as to acceptance or delivery of freight and changes in station facilities.

   When a station is abandoned as of a date specified in the above named publication, the rates from and to such station are inapplicable on and after that date.

2. Geographical list of stations

   For geographical locations of stations referred to by station number.

3. Station numbers

   For identification of stations shown or referred to by number.

ITEM 1030 - Reference to Tariffs, Items, Notes, Rules, etc.

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.

Charge Catalog Matrices for each subscribing carrier designate specific charges for services provided that are not included in the subsequent sections of this Tariff. These are designated as 7006 Series for Switching and Accessorial, 6006 Series for Extended Asset Use and 6007 for Unit Train Accessorial charges.

ITEM 1040 - Consecutive Numbers

Where consecutive numbers are represented in this tariff by the first and last numbers connected by the word "to" or a hyphen, they will be understood to include both of the numbers shown. 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.

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ITEM 1050 - Method of Cancelling Items

This tariff will be amended by reprinting the page and showing a revised Issued and Effective date. A revised page cancels any revised or original pages (not cancelled) which bear the same page number**.**

ITEM 1060 - Term Subscribing Carrier

The term "Subscribing Carrier" means carriers that are party to this tariff.

ITEM 1070 - Car Demurrage Rules and Regulations

All cars handled under this tariff are subject to demurrage rules and charges. See 6006 Series Extended Asset Use tariff for charges for each subscribing carrier.

ITEM 1090 - Explosives and Dangerous Articles

For rules and regulations governing the transportation of explosives and other dangerous articles of freight, also specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see Bureau of Explosives Tariff STB BOE 6000-series.

ITEM 1100 - Perishable Freight

Subscribing Carriers shall not be responsible for any loss or damage arising from the lack of or failure of such protection, unless specified on bill of lading. Shipper shall specify whether commodities loaded are perishable in nature requiring protection against heat or cold.

ITEM 1110 - Capacities and Dimensions of Cars

For marked capacities, lengths, dimensions and cubical capacities of cars, see The Official Railway Equipment Register, STB RER 6413-Series, issued by R. E. R. Publishing Corporation, Agent.

ITEM 1120 - Non-Acceptance of Freight

Cars that cannot be placed upon private sidings because of physical construction of cars and / or curvature of side tracks will not be accepted from connecting line for delivery on Subscribing Carriers.

ITEM 1130 - Bills of Lading for Radioactive Shipments

Bills of Lading for radioactive shipments must be received by Subscribing Carriers' Customer Service Center at least forty eight (48) hours prior to the desired pull of the shipment from origin. Non-compliance will result in delay to the shipment.

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ITEM 1140 - Order / Notify Bills of Lading

The Subscribing Carriers do not provide Order / Notify service. Bills of lading or shipping instructions tendered to any of these railroads in the form of an order / notify bill of lading will be handled as straight bills of lading. Instructions requesting any Subscribing Carriers to not complete delivery of a shipment until either securing authorization for delivery from the shipper or some other party, surrender of the bill of lading or notification by a Subscribing Carriers to the shipper or some other party shall have no effect and be void regardless of whether such instructions are contained in a straight or an order / notify bill of lading. The Subscribing Carriers shall have no liability for delivering a shipment to the consignee listed in the bill of lading in such circumstances.

ITEM 1150 - Movement of Empty Cars in Road-haul Service

Railroad Cars

Empty cars owned / leased by railroad will be handled according to Car Service Rules as published in The Official Railway Equipment Register, RER 6413-Series, issued by R. E. R. Publishing Corporation, Agent.

Private Cars

Empty cars owned / leased by others (other than railroad) will be handled according to the provisions of applicable freight tariffs; however, NO mileage allowance will be paid on private railcars unless otherwise specified in a freight transportation contract or other applicable freight rate publication.

ITEM 1160 - Unloading and Release of Railcars at Destination

A. Upon placement of a railcar at destination for unloading, consignee is responsible for unloading in a manner which does not damage the car, for releasing the car clean of all dunnage and debris, and in a condition suitable for reloading by another shipper.

B. If consignee fails to remove all lading, dunnage, blocking, bracing, strapping, debris or other material; or likewise, fails to secure interior loading devices and close doors, hatches and gates, then the consignee will be responsible for reimbursing the Subscribing Carriers for the associated cost, including car cleaning, and the cost of any switching associated with such work.

C. Demurrage charges apply until car is released to the Northeast Region Railroad in a clean condition.

D. Notification by consignee that equipment is unloaded and released must be made in ShipperConnect; or otherwise made in writing (facsimile or email, in which case, charges will apply – see Item 6225) to the Subscribing Carriers' Customer Service Center. Information provided in writing must include identity of consignee, name of person furnishing data, and car initial and number. Equipment will be considered released on the date and time such notification is received from the consignee.

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ITEM 1180 - Charges on a Per Car Basis

Charges assessed on a “per car” basis will be assessed against each and every car handled, whether loaded, partially loaded, or used as an idler, unless otherwise stated.

ITEM 1190 - Idlers and Trailers

Idlers or trailers on both road and local switching movements, also cars containing overflow or excess over carload, as per Rule 24 of UFC or exceptions thereto, will be treated as loaded cars.

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SECTION II

CREDIT TERMS AND SECURITY DEPOSIT

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CREDIT TERMS AND SECURITY DEPOSIT - SECTION II

ITEM 2000 - Establishing Credit

1 Acceptance of electronic or manual billing instructions by Subscribing Carriers does not constitute the extension of credit to shipper or to party responsible for payment of freight charges (payor).

2 In order to apply for and establish credit with Subscribing Carriers or to make arrangements for the electronic transfer and payment of charges, customers must complete a credit application which may be found at: http://www.gwrr.com/operations/railroads/north_america/buffalo_pittsburgh_railroad. Completed Credit Applications should be sent to:

Credit Administration (Name of Subscribing Carrier)
400 Meridian Centre, Suite 330
Rochester, NY 14618
Phone : 585-463-3417
Fax : 585-785-6206
e-Mail : NYPA_Finance@gwrr.com

3 For wire transfer instructions contact information is the same as listed above.

4 Subscribing Carriers reserve the right to approve credit and the level of credit or not approve credit for each application received.

5 Credit approval may take up to fifteen work days. Customers should plan accordingly.

6 If Subscribing Carriers extend credit, it is granted as a convenience to the shipper or payor and may be revoked by Subscribing Carriers at any time.

7 Failure to meet payment terms may result in loss of credit approval. Subscribing Carriers reserve the right to cancel credit of any customer at any time for failing to meet payment terms.

8 In the event of credit revocation, affecting cars in transit, shipper or payor must either pay all charges for the cars in transit or make provisions for payment satisfactory to Subscribing Carriers before the cars will be delivered.

9 Any changes in shipper's or payor's ownership or financial condition that affects their financial standing must be reported to Subscribing Carriers' Finance / Accounting Department as soon as reasonably possible.

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CREDIT TERMS AND SECURITY DEPOSIT - SECTION II

ITEM 2010 - Payment Terms

When credit has been approved or extended, payment terms for freight charges invoiced by Subscribing Carriers are net fifteen days, unless otherwise stated. Optional charges are net fifteen days from the date of the invoice.

ITEM 2030 - Security Deposits for Payment of Demurrage / Other Charges

A. Pre-payment in full, or a security deposit to insure payment of any charges in this tariff may be required from customers who are not credit approved.

B. Such payments must be paid in cash, wire transfer, certified check, cashier's check or money order before any car is delivered to such customer for loading or unloading.

C. Deposits held will be returned when the customer is approved for credit by Subscribing Carriers or when the customer has not shipped or received any railcars within a period of three consecutive months.

D. Subscribing Carriers reserve the right to withhold service to any company that does not comply with the terms of this Item.

ITEM 2050 - Movement of car prior to credit approval

1. For shipments originating or terminating on Subscribing Carriers, shippers or payors who have not applied for and received credit approval by Subscribing Carriers prior to shipment must pay linehaul freight and fuel surcharge charges and / or other applicable charges prior to acceptance of shipment at origin or placement at destination for transportation services with "prepaid or collect" payment terms.

2. Where credit has not been extended to shipper or payor, payment of transportation and accessorial charges must be made to Subscribing Carriers in cash or via wire transfer and in advance of either pulling or placing a loaded or empty car.

3. Subscribing Carriers may charge an additional $250 / car if cars move prior to credit approval and / or payment.

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CREDIT TERMS AND SECURITY DEPOSIT - SECTION II

ITEM 2060 - Exceeding Credit Limit

1. When shippers or payors see carload growth or any other reason where they may need establish a higher credit limit, contact should be made with Subscribing Carriers via a written request for a higher limit, the amount of the request and supporting facts and documentation. Requests should be e-mailed to: NYPA_Finance@gwrr.com

2. Subscribing Carriers may assess a charge for shipments if shippers or payors exceed their credit limits. The additional charge will be 10% of each freight invoice where the credit limit has been exceeded.

ITEM 2070 - Disputed Invoices

1. If a shipper or payor disputes the amount of an invoice, shipper or payor shall pay Subscribing Carriers within the stated payment terms the undisputed amount of the invoice. Shipper or payor shall also notify Subscribing Carriers within the payment period of the disputed amount and the basis for the dispute by emailing NYPA_Finance@gwrr.com. Payment of invoices, or any portion thereof, by the shipper or payor which later are determined to be incorrect will not prejudice shipper's or payor's right to seek a refund within the statutory period.

2. The existence of a 3rd party payor or freight bill party with "collect" payment terms on bills of lading does not relieve the shipper and consignee of their responsibility for payment of freight and other charges as established by this tariff and law unless otherwise expressly stated by a written agreement. The foregoing shall not affect the shipper's right to secure non-recourse pursuant to Section 7 of the bill of lading. With regard to "prepaid" payment terms on bills of lading, the existence of a 3rd party payor or freight bill party does not relieve the shipper of their responsibility for the payment of freight and other charges as established by this tariff and law unless otherwise expressly stated by a written agreement.

ITEM 2080 - Bankruptcy

Subscribing Carriers reserve the right to request pre-payment in full, or a deposit from customers who have filed for bankruptcy. Subscribing Carriers reserve the right to refund the deposit at their discretion based upon future payments / performance.

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ITEM 2090 - Interest and Collection Costs

When payment terms have been violated, Subscribing Carriers reserve the right to invoice customers for all reasonable charges regarding collection services up to and not limited to interest, attorney fees, investigation fees, research fees and the cost of litigation.

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SECTION III

DEMURRAGE PROVISIONS

Charges for Demurrage are found in Carrier's 6006 "Extended Asset Use" Charge Catalogs posted on Carrier's website

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DEMURRAGE AND STORAGE PROVISIONS – SECTION III

ITEM 3000 - Standard Demurrage (hereinafter "Demurrage"): Purpose and General Rules

A. Demurrage is a charge for detaining a railcar. Railroads charge demurrage as an incentive for customers to load and unload cars promptly, to prevent congestion in railroad terminals caused by idle cars, and ultimately to improve the utilization of a valuable asset.

B. Shipments transported via Subscribing Carriers are subject to demurrage rules and charges ONLY as published in this Tariff.

EXCEPTION: Shipments utilizing special, heavy capacity flat cars are subject to use and detention charges as published in Freight Tariff RIC 6740-series, and are in addition to demurrage charges published in this Tariff.

C. Private cars placed or stored on customer owned or leased tracks are NOT subject to demurrage charges.

D. Weekends and holidays (as defined in Item 3090) are treated as free time for the purpose of calculating demurrage – provided that free time as described in Items 3005 and 3035 has not expired. Once free time has expired, weekends and holidays are treated like any other day.

E. The date and time that a loaded or empty release is made in ShipperConnect, or otherwise received in writing (facsimile or email, in which case charges will apply – see Item 6225), governs the calculation of demurrage. Releases and forwarding instructions cannot be "back-dated."

F. Verbal releases and forwarding instructions will not be accepted. All notifications should be sent to the Subscribing Carriers' Customer Service Center, and must be made by one of the following means only:

- ShipperConnect
- EDI (electronic data interchange)
- e-BOL (electronic bill of lading via ShipperConnect)
- Facsimile (subject to charges – see Item 6225)
- e-mail (subject to charges – see Item 6225)

G. If Subscribing Carriers fail to make the customer's next scheduled switch after a customer has requested that a car be placed, free time will be granted for that car until such switch is made.

H. No allowance will be made for the bunching of inbound cars at interchange, since Subscribing Carriers do not control the flow of inbound cars from connecting railroads.

I. Cars awaiting high and wide clearance are subject to demurrage charges.

J. If Subscribing Carriers deem customer siding to be unfit for service, cars held pending completion of repairs to siding will be subject to demurrage charges.

K. Any cars held on Subscribing Carriers awaiting customer credit approval, or awaiting payment in the event credit is not extended, shall be subject to applicable demurrage charges. Such charges will be the responsibility of the shipper if the shipment originated on Subscribing Carriers or the consignee if the shipment is destined to a customer located on Subscribing Carriers.

L. Cars associated with a claim for damaged goods, etc., are NOT subject to demurrage, provided customer has furnished all necessary information regarding the claim to the Northeast Region Railroad.

M. Demurrage charges are billed monthly. Demurrage invoices include all cars released during the month.

N. Demurrage invoices must be paid within fifteen (15) calendar days from presentation of the invoice.

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ITEM 3005 - Demurrage Free Time: All Cars Placed for Loading or Unloading

Free Time

Customers located on Subscribing Carriers are entitled to forty eight (48) hours of "free time" within which to release cars back to the Northeast Region Railroad, starting from the next 12:01 a.m. (0001 hours) following constructive or actual placement. The time of a car's constructive placement is equal to the time of arrival at the customer's serving yard or other holding point designated by Subscribing Carriers. This time period is for both loading and unloading. Release must be made prior to expiration of forty eight (48) hours, or demurrage charges will accrue.

All demurrage is calculated on a "straight plan;" that is, credit days are NOT accumulated to offset demurrage days.

Cars ordered for placement by customers via ShipperConnect will be released from constructive placement automatically at the time the request is made. Chargeable time incurred up to that point will be added to the "placed-to-released cycle" for purposes of calculating total demurrage.

ITEM 3015 - Payment of Use and Detention Charges

Charges for Use and Detention of special railcars (cars with mechanical designation FD, FM or FW) are to be paid directly to the car owner by the customer.

ITEM 3025 - Private Car Demurrage (Hereinafter "Private Demurrage"); Purpose and General Rules

A. Private demurrage is a charge for holding a private car, either loaded with non-hazardous materials, or empty, on a railroad controlled track under special circumstances in lieu of demurrage. Private demurrage charges are significantly lower than demurrage charges in recognition of the fact that an entity other than a railroad has invested in the car, and that users of private cars may agree between and among themselves to use such cars for temporary storage of product.

B. Private demurrage applies ONLY to private cars billed to and to be unloaded by, or loaded by and shipped from customers located on Subscribing Carriers.

C. Arrival of private cars at the customer's designated "serving yard" will trigger the start of free time under this item when such cars are not immediately ordered for placement by the customer.

D. In recognition of the fact that cars may be held for an extended period of time, customer agrees to protect, save harmless, defend and indemnify Subscribing Carriers from and against all claims, costs, expenses and liability for all loss and damage to lading contained in subject car(s) – including damage to the railcar itself – stored on Subscribing Carriers' tracks, regardless of cause and whether caused by, arising out of or resulting from trespassers,

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vandals or acts of God. By accepting and paying private demurrage charges in lieu of demurrage, customer is agreeing to this provision. If customer does NOT wish to agree to this provision, customer must notify Northeast Region Railroad in writing – prior to subject car's arrival at serving yard – to request that standard demurrage apply.

E. Outbound loaded cars held under terms of this item outside of shipper's rail station until billed off-line must be shipped to that location via issuance of a Bill of Lading. Freight charges will apply.

F. Shipments transported via Subscribing Carriers are subject to private demurrage rules and charges ONLY as published in this Tariff.

G. Weekends and holidays are treated the same as regular business days for the purpose of calculating private demurrage. Once a car is placed into private demurrage status, every day is counted, including weekends and holidays. [Note this is different than the rules governing demurrage.]

H. The date and time that a customer's instructions are received governs the calculation of private demurrage. Instructions cannot be "back-dated."

I. Verbal instructions cannot be accepted. All instructions should be sent to the Subscribing Carriers' Customer Service Center, and must be made by one of the following means only:

- ShipperConnect
- EDI (electronic data interchange)
- e-BOL (electronic bill of lading via ShipperConnect)
- Facsimile (subject to charges – see Item 6225)
- e-mail (subject to charges – see Item 6225)

J. Private demurrage charges are billed monthly. Invoices include accrued charges for all cars in private demurrage status, including those not yet released from such status.

K. Invoices must be paid within fifteen (15) calendar days from presentation of the invoice.

ITEM 3035 - Free Time for Private Car Demurrage

A. Inbound:

Charges begin following arrival at serving rail yard or other holding point as designated by Subscribing Carriers upon expiration of free time as specified in tariff 6006 series.

Charges end on the date and time that orders are received from the customer to place the car.

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B. Outbound:

Charges begin upon expiration of free time as specified in tariff 6006 series.

Charges end on the date and time that forwarding instructions are received from the customer.

ITEM 3045 - Exceeding Track Capacity

If track capacity at the customary holding point is exceeded for any reason, Subscribing Carriers reserve the right to move excess cars which are subject to item 3025 of this tariff (Private Car Demurrage) to a location of their choice. In such case, "Moved Account Exceeding Track Capacity" charges will be applied.

ITEM 3070 - Holding of Cars Containing Hazardous Materials

A. Loaded cars containing hazardous materials, or empty cars containing hazardous material residue, must be held on a track leased by the customer and will be subject to private track / exclusive use provisions when leased track is not located within customer's designated serving yard.

EXCEPTION: Holding of cars containing toxic or poisonous inhalation hazards (TIH / PIH) on Subscribing Carriers' tracks – or on customers' leased tracks – IS NOT PERMITTED. Such cars must be delivered to consignees' private facility tracks by the next regularly scheduled train.

If consignee's private facility track is full, Subscribing Carriers reserve the right to pull car(s) to make room on the track to spot the TIH / PIH car(s). Cars pulled from tracks are subject to switching charges defined in Item 6000. If customer advises that pulling cars cannot be accomplished (cars are in the process of being unloaded, etc.) and Subscribing Carriers must hold the cars longer than prescribed, a penalty charge applies as described in Item 5010.

B. CFR 49, Parts 174.1 – 174.20, governs non-compliance with this Item.

C. Inbound loaded cars stored on customer's lease track are subject to intra-plant or intra-terminal switch charges (as defined in Items 6000 and 6010) when ordered for placement to customer's private facility tracks unless otherwise specified by lease agreement.

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ITEM 3085 - Demurrage for Cars Consigned to Private Railcar Shops

Loaded or empty railroad controlled cars consigned to private railcar repair shops and held awaiting customer's request to deliver are subject to demurrage rules and charges as described in Item 3005, with the exception that the calculation of demurrage is from constructive placement to delivery to shop tracks ONLY.

Loaded or empty private, non-hazardous cars consigned to private railcar repair shops and held on railroad tracks awaiting customer's request to deliver are subject to Private Demurrage rules and charges as described in Item 3035. All cars consigned to private shops will be treated as "inbound loads" for purposes of applying Item 3035.

ITEM 3090 - Holidays

For purposes of calculating demurrage free time, the following are defined as holidays of the Subscribing Carriers:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

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SECTION V

TIH / PIH PROCEDURE

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Item 5000 – TIH/PIH Applicable Commodities

These procedures and policies apply to all commodities found in the AAR Circular No. OT-55-Series.

Item 5010 – Toxic / Poisonous Inhalation Hazard (TIH / PIH) Cars

Holding of cars containing toxic or poisonous inhalation hazards (TIH or PIH) on Subscribing Carriers' tracks – or on customers' leased tracks – IS NOT PERMITTED. Such cars must be delivered to consignees' private facility tracks by the next regularly scheduled train.

If consignee's private facility track is full, Subscribing Carriers reserve the right to pull car(s) to make room on the track to spot the TIH / PIH car(s). If customer advises that pulling cars cannot be accomplished (cars are in the process of being unloaded, etc.) and Subscribing Carriers must hold the cars longer than prescribed, then a penalty charge applies.

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SECTION VI

OPTIONAL SERVICES PROVISIONS

Charges for Optional Services are found in Carrier's 7006 Series Charge Catalogs posted on Carrier's Website.

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Item 6000 - Intra-plant Switching

Intra-Plant Switching: A switching movement from one track to another or between two locations on the same track within the confines of the same (single) plant or industry. Definition applies only on movements which can be completed wholly within the confines of the same siding, plant or industry. Definitions and charges named in this item apply when switching is performed on the request of a customer in writing, and are in addition to applicable freight charges.

Item 6010 - Intra-Terminal Switching

A switching movement (other than intra-plant) between industries, sidings or tracks located on Subscribing Carriers within the switching limits of one station or industrial switching terminal. Definitions and charges named in this item apply when switching is performed on the request of a customer in writing, and are in addition to applicable freight charges.

Item 6040 – Cars Received in Error by Carrier

When loaded or empty cars are received by Carrier from connecting roads that are not consigned to Carrier or its customers, these cars will be treated as mishandled cars received in error and a charge of $500 will be assessed against the interchanging Carrier.

Item 6070 – Special Train / Special Switching Service (Hereinafter "Special Service")

A. Special Service is the movement of a train in other than normal, regularly scheduled service performed on specific request of a customer, or when shipment characteristics (example: high / wide, excess weight, etc.) require it. Special Service includes up to two locomotives. Additional locomotives are charged as per below.

B. Request for special service must be made in writing giving all necessary information to facilitate the movement of the train. Subscribing Carriers may restrict or modify a request for special service.

C. "Regularly scheduled" service is defined at the sole discretion of Subscribing Carriers, and is subject to change.

D. Charges for special service are in addition to the freight rate and all other charges for the car(s) handled. The number of "service hours" is calculated from the crew's on-duty time to their off-duty time.

E. If customer should cancel special service within four (4) hours of the crew's scheduled start time, then charges will apply.

Item 6090 – Overloaded and Improperly Loaded Cars

A. Overloaded and improperly loaded cars are extremely dangerous to railroad operations. When a car is found to be loaded above the load limit stenciled on the side of the car, or above the gross rail load rating of any segment of track in the route regardless of the car's load limit; or is found to be improperly loaded according to loading rules established by the AAR, the shipper will be required to take corrective action at its own expense.

B. Where Subscribing Carriers determine it is safe, practical and feasible, and upon request of shipper, an overloaded car may be returned to the point of loading so the shipper can reduce the lading weight.

C. When arrangements are made by the shipper with Subscribing Carriers for use of another car into which to transfer the excess lading, or for other remedies, the shipper will be permitted to remove the excess lading at the station where the overload is discovered.

D. An overloaded or improperly loaded car held or moved for corrective action is subject to demurrage charges as described in Section III of this tariff.

E. The shipper will be responsible for any and all derailment, track damage and car damage costs that are attributable to the car being overloaded or improperly loaded, including but not limited to, re-railing costs, car repairs, expenses related to traffic delays, environmental cleanup of any spilled commodities (hazardous and non-hazardous) and Subscribing Carriers' management time related to such an event.

F. Overloaded cars are subject to additional charges.

G. The charges do NOT include the service of re-weighing the car on railroad scales, if required. (See Item 6135)

H. If overloaded / improperly loaded car has been interchanged by Subscribing Carriers to another carrier and connecting carrier discovers the car to be overloaded / improperly loaded and subsequently assesses a charge against Subscribing Carriers, then such charge will be passed through to customer.

Item 6120 – Cars Released Empty, when Actually Loaded or Released Loaded when Actually Empty

If a car is released empty and found to be loaded and vice versa, the customer may be billed the freight rate plus any additional switching and demurrage.

Item 6130 – Turning of Cars to Permit Loading or Unloading

A. When it is necessary for a car to be placed on a delivery track for unloading from one particular side or end of the car, such car must be properly placarded on both sides and a notation must be made on the bill of lading and the waybill.

B. If this rule is not followed, and the car requires turning for unloading from the opposite side or end, then charges apply as outlined below.

C. If the bill of lading carries a notation that car has been placarded, and the placard has been destroyed or removed before placement, then charges will NOT apply.

Item 6135 – Weighing Charges and Charges for Movement to Out of Route Scales

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A. When weighing is required for the assessment of freight charges, scale weights will be furnished by either:
   - a railroad in the waybill route (without charge to parties named on the bill of lading), or
   - a railroad weight agreement.

B. When a car is weighed or reweighed on a Subscribing Carriers' scale, either loaded or empty, at the request of a customer and not when required for the assessment of freight charges, a "Weighing" charge will apply each time the car is weighed.

C. If, under scenario "B" above, a car must travel out of route to the scale, then an additional "Switching to Scale" charge applies.

THE ONLY CERTIFIED SCALE ON THE SUBSCRIBING CARRIERS IS IN BUFFALO, NY ON BPRR.

Item 6140 – Empty Cars Ordered and Not Used

When an on-line, empty car is either:

- Appropriated for loading
- Moving toward customer for loading
- Placed or constructively placed for loading

but, subsequently is not loaded and is released empty, an "Ordered and Not Used" charge will apply. Demurrage charges per Section III will also apply.

Charges will NOT apply:

- If Subscribing Carriers fail to place or constructively place the ordered car on the day it was requested.
- If Subscribing Carriers elect to fill the order with a different car.
- To cars that have been refused or rejected – within twenty four (24) hours of placement – because they are mechanically defective or unfit for loading.

Item 6150 – Cars Ordered on Behalf of Customer – Cancelled While Enroute

If Carrier has placed a car order on behalf of the customer and instructions are received by Carrier to cancel the car order while cars are in route but have not yet been constructively or actually placed.

Item 6170 – Changes to Scheduled Service Resulting from Customer's Actions

A. If a train crew of Subscribing Carriers cannot make, or complete, a scheduled switch at a customer's facility due to any reason within the customer's control and responsibility (railcars not ready, train crew cannot proceed past customer gates, etc.), and is requested to wait or consequently has to return at a future time to complete the switch, either later that day or on a future day in regularly scheduled service (when the service does NOT qualify as "Special Train Service" as defined in Item

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6070) then charges apply as described below. Subscribing Carriers will at no time be obligated to wait or return to a customer's facility, but will make its best effort to do so.

B. If customer releases a car (load or empty) and subsequently requests car to be returned, and car has not yet departed from serving yard, then "Return Service" charge will apply. If car has departed from serving yard, but is still in control of Subscribing Carriers, then car will be subject to Diversion and Reconsignment procedures and charges as described in Item 6210 of this tariff.

C. The affected outbound car(s) will remain on continuous demurrage. The affected inbound car(s), will be constructively placed (if not already in constructive placement status).

Item 6175 – "Back-to-Back Empty" Private Cars

Freight service by Subscribing Carriers cover the delivery of an empty car for loading and the return of the loaded car or vice versa. Hence, empty movements without a corresponding loaded inbound or outbound movement are subject to freight charges. If an empty, private, car is received from a connection for an industry served by a Subscribing Carriers and is subsequently ordered by the customer, or other authorized party, to be returned empty to the connection from which received, or to another connection, then a freight charge is applied.

Charges:

The party ordering the return must present a bill of lading for "empty car moving on own wheels." Freight charges are found in applicable Subscribing Carriers' freight tariffs.

Item 6185 – Ordering Empty Cars in for Placement by Specific Car Number

When empty cars are stored or otherwise held for loading, and customer requests twenty (20) or more of such cars per day for placement by specific car number (as opposed to ordering in "any empty cars" or "the next cars in line"), then an "Ordering Empty by Car Number" charge applies. Charge applies regardless of car ownership and whether the cars are stored or held on railroad tracks or on customer lease tracks.

Item 6195 – Cars Held Awaiting Billing or Forwarding Instructions

A. It is Subscribing Carriers' policy NOT to move cars without complete billing from the customer or shipper; however, when exceptions are made, and when on shipper's request a car is moved from industry or team tracks and held on a Subscribing Carriers' tracks awaiting forwarding instructions, the party responsible for furnishing such forwarding instructions will be subject to a "Car Held for Billing" charge.

B. The car will remain on continuous demurrage in the account of the party in whose name the car was ordered until forwarding instructions are received.

C. When a car is removed from industry or team tracks on shipper's order and held awaiting billing instructions on railroads' tracks, and such car is ordered back to the original industry or team track, an

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intra-terminal switching charge (see Item 6010) will be assessed for the movement of the car in each direction and the car will remain on continuous demurrage.

D. Cars containing hazardous material or hazardous material residue cannot be released without complete billing.

E. Customers or Shippers who plan to ship internationally must comply with all customs laws and obtain any and all approvals for the cross-border transportation of their shipments, including any and all clearances associated with their shipments under import and export laws. All necessary or useful documentation with respect to an international shipment must be provided to the Subscribing Carriers in a timely manner. The Subscribing Carriers fully cooperates with government authorities in handling international shipments, but does not provide the services of a licensed customs broker. U.S., Canadian, and Mexican border officials require complete import and export documentation associated with, and access to all shipments.

F. Proper paperwork is vital to efficient international transportation. If the Subscribing Carriers or another carrier is forced to set out a railcar from a trans-border train, or to place a railcar on hold status due to incomplete or incorrect Customs documentation, data quality, or at the request of U.S. or Canadian Customs for any reason, the Customer or Shipper is responsible for and will be charged for all associated switching charges and any other costs or fees paid by the Subscribing Carriers.

G. When the Subscribing Carriers are obligated to hold a railcar awaiting Canadian Customs clearance and release, the Subscribing Carriers will assess charges specified in tariff 7006 series and railcar will be subject to demurrage charges until released by Customs.

Item 6210 – Diversion or Re-consignment

A. The terms “diversion” and “reconsignment” refer to any instructions given by consignor, consignee or owner necessary to affect the delivery of a loaded or empty car, and requiring an addition to, or change in, the billing, or requiring an additional movement of the car, or both. The concept applies only to a car which has left the origin point, but has not yet been actually or constructively placed at destination. Such a car, when diverted or reconsigned, is subject to charges as described below.

After a car is unloaded by a customer, the empty car is customarily returned to its previous point of origin via the reverse of the route over which the loaded shipment moved. Customer may choose to move such empty cars via any route or junction without incurring diversion or reconsignment charges as long as customer provides complete and accurate billing instructions to the Subscribing Carriers indicating the desired route prior to the release of the empty car. (Exception) Empty cars may not be routed via Pittsburgh, PA (PITTS) or Erie, PA (ERIE) without incurring charge (2) in this item, unless the inbound loaded shipment had also been routed via Pittsburgh (PITTS) or Erie (ERIE), PA.

(Note: When Subscribing Carriers serve as a “switch” carrier, rather than a “line haul” carrier, cars must be returned to a connecting railroad via the same junction (interchange point) from which they were received. Otherwise, move will be subject to applicable freight charges.)

B. A change in the billing which involves only a change from collect to prepay or vice versa after car leaves original point of shipment, will not be considered a diversion or reconsignment. In such a

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case, instructions must be received by the Subscribing Carriers' Customer Service Department in time to permit the change to be accomplished before placement of car at final destination.

C. If a diversion or reconsignment order is received before a car has left the origin point named on the bill of lading, and Subscribing Carriers are able to effect the change prior to issuing switching instructions to the train crew, then such change will not be subject to charges.

D. Cars actually or constructively placed at destination (where through freight obligation has been met) can no longer be diverted or reconsigned. In such case, cars must be re-billed with a new bill of lading, generating a new freight charge.

E. Cars held for diversion or reconsignment pending forwarding instructions are subject to a "Car Held for Billing" charge (see Item 6195).

F. The through freight rate to be used will be the rate from point of origin to final destination, unless the rate from point of origin to diversion point, or from diversion point to final destination, is higher, in which case the higher rate will apply.

G. No diversion or reconsignment order shall designate any specific day or time of day for the execution of the order. Where day or time of execution is made a condition of the diversion or reconsignment order it will have no effect or application.

H. When a diversion or reconsignment order is received after the car has been delivered to a connecting railroad, or paperwork has already been issued to the train crew, Subscribing Carriers will direct the requesting party to contact the connecting railroad to which the car was delivered, at which time the responsibility of the Subscribing Carriers will end. The car will then be subject to the rules of the railroad on whose rails the order is accomplished.

Note: If shipment to be diverted or reconsigned is not located on a Subscribing Carriers at the time of the request, it is in the best interests of Consignor, Consignee, or Owner to contact directly the railroad currently in possession of the car.

I. A diversion or reconsignment order must be made in writing naming the party responsible for charges, and proof of ownership must be established prior to execution of the diversion or reconsignment.

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Item 6215 – Charges for Changes or Corrections to Billing; Customer Misroutes

A. If after billing has been submitted, a customer notifies the Subscribing Carriers' Customer Service Center of a required change or correction to the billing, then a charge will apply.

B. If billing for a shipment of hazardous materials is found to have violated Department of Transportation (DOT) rules and regulations as a result of an omission or error, then charge (2) of this item will be assessed against the entity responsible for the creation of the bill-of-lading. If the Federal Railroad Administration (FRA) subsequently assesses a fine against Subscribing Carriers and the actual amount of that fine exceeds $50, Subscribing Carriers will invoice the entity that created the bill-of-lading for the entire amount of the fine.

C. If a customer's billing or forwarding instructions are the cause of Subscribing Carriers incurring misroute charges (also known as "interchange error" or "setback" charges) or other charges from the connecting railroad, then such charges will be passed through to the customer causing the misroute or other charge.

Item 6225 – Charges for Faxed or E-mailed Bills of Lading and Empty Releases

All bills of lading, forwarding instructions and empty releases must be issued to the Subscribing Carriers' Customer Service Center by one of the following means only:

- ShipperConnect
- EDI (electronic data interchange)
- e-BOL (electronic bill of lading via ShipperConnect)
- Facsimile -- subject to charge
- e-mail -- subject to charge

When a bill of lading, forwarding instruction or empty release is received by either facsimile or e-mail, a charge will apply.

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SECTION VII

CLEARANCE PROCEDURES

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Item 7100 – Clearance Shipments

A. Any shipment with one or more of the following characteristics may require clearance:

[1] Width exceeding 10 feet 8 inches
[2] Height exceeding 15 feet 10 inches (above top of rail)
[3] Net weight exceeding 220,000lbs (or any shipment requiring cars with more than 4 axles)
[4] Overhangs the end(s) of a car or is bolstered on two or more cars
[5] Uses a car with truck centers of less than 28 feet or greater than 66 feet
[6] Locomotives, cranes, work equipment, passenger cars, track inspection cars, or similar types of rolling stock moving on their own wheels
[7] Must move in "special train service" (see item 6070 of this tariff) due to its physical characteristics

B. When any of these conditions exist, party must formally request clearance by contacting Subscribing Carriers' Customer Service Center at (depending upon specific railroad involved):

Rochester & Southern RR
Email: RSR-cs@gwrr.com
Telephone: 800-757-7387

Buffalo &Pittsburgh RR
Email: BPRR-cs@gwrr.com
Telephone: 800-757-7387

Wellsboro & Corning RR
Email: WCOR-cs@gwrr.com
Telephone: 800-757-7387

New England Central RR
Email: NECR-cs@gwrr.com
Telephone: 800-757-7387

Connecticut Southern RR
Email: CSO-cs@gwrr.com
Telephone: 800-757-7387

C. Party will be provided with and must complete a Request for Clearance form and will be required to pay a processing fee which must be submitted with the form. This fee applies only to requests that are submitted directly to Subscribing Carriers and will not apply when request for clearance originates with another railroad for an interline shipment involving Subscribing Carriers.

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SECTION VIII

GLOSSARY

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Glossary

For the purpose of applying the provisions of this tariff, the following are defined and will govern:

Actual Placement: When a car is placed in an accessible position for loading or unloading at customer's facility, or at another point designated by the customer.

Bill of Lading: The written contract of carriage between shipper and railroad(s); contains all of the information necessary for railroad to create a waybill for the shipment.

Consignee: The party to whom a shipment is consigned or the party entitled to receive the shipment lading. Under the bill of lading contract, regardless of whether the lading is actually delivered to an "in care of" or other party pursuant to the directions of the Shipper or Consignee, by accepting a shipment or by the acceptance of the shipment by a party on behalf of or by direction of the Consignee, the Consignee agrees to be bound by the terms and conditions of this tariff.

Consignor / Shipper: The party in whose name cars are ordered or the party who furnished the bill of lading or the forwarding instructions.

Consignor and Shipper shall have the same meaning for the purposes of this tariff. The Shipper is the party that enters into the contract of carriage with Subscribing Carriers or the originating railroad. The Shipper may be acting on its own behalf or on the behalf of another party; however, whether as principal or agent, the Shipper is bound in its own right to the terms and obligations of this tariff. The Shipper might or might not be the owner of the lading. When acting as a disclosed or undisclosed agent, the Shipper binds not only itself but also its principal to the terms and obligations of this tariff.

Constructive Placement: An industry term describing when a railroad controlled car cannot be actually placed at customer's facility because of any condition attributable to the customer, or is otherwise not ordered in for placement by the customer, and so is held on railroad tracks awaiting the customer's placement instructions.

On Subscribing Carriers, the time of a car's constructive placement = the time of arrival at the customer's serving rail yard.

Demurrage: A charge for detaining a railcar for loading or unloading beyond the prescribed free time.

Demurrage Day: A twenty-four (24) hour period, or part thereof, beginning 0001 after the expiration of demurrage free time.

Disposition: Information, including forwarding instructions or release, which allows the railroad to either tender or release the car from the consignor's or consignee's account.

Diversion: An order received to deliver a loaded or empty car to other than its original billed destination or via other than its original billed route.

Foreign Car: A railroad controlled car bearing marks other than those of Subscribing Carriers.

Forwarding Instructions: A bill of lading or other written shipping instructions given to Subscribing Carriers, containing all of the necessary information to transport a shipment.

Free Time: In the calculation of demurrage, the period of time between the next 12:01 am following constructive or actual placement and when the first demurrage day begins, including weekends and holidays where applicable.

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In the calculation of storage, the period of time between the next 12:01 am following arrival at serving yard or storage track and when the first storage day begins.

Industrial Switching Terminal: Any portion of the Subscribing Carriers which are customarily serviced by a single, yard train crew (as distinguished from a local or road train) in a given eight (8) hour period.

Industrial Track: A track serving a particular industry, whether located upon the property of Subscribing Carriers or upon property owned or leased by the industry.

Interline Traffic: Road-haul traffic moving over two or more railroad lines.

Intra-Plant Switching: A switching movement from one track to another or between two locations on the same track within the confines of the same (single) plant or industry. Applies only on movements which can be completed wholly within the confines of the same siding, plant or industry.

Intra-Terminal Switching: A switching movement (other than intra-plant) between industries, sidings or tracks located on Subscribing Carriers within the switching limits of one station or industrial switching terminal.

Lease Track: Any track(s) assigned to a customer by Subscribing Carriers through written agreement.

Loading: The complete or partial loading of a car in conformity with AAR loading and clearance rules, and the furnishing of forwarding instructions.

Loaded Car: A car that is completely or partially loaded.

Subscribing Carriers: All of the railroads that comprise the New York & Pennsylvania (Northeast) Region Railroads of Genesee & Wyoming Inc., Buffalo & Pittsburgh Railroad Inc., Rochester & Southern Railroad Inc., South Buffalo Railway and Wellsboro & Corning Railroad Company.

Payor: The party primarily responsible for the payment of freight and other charges. The Payor may be the Shipper, Consignee or another party who has established credit with Subscribing Carriers.

Private Car: A car that is owned or leased by an entity other than a railroad.

Private Track / Siding: Any track(s) which is not owned or leased by the railroad or a track owned / leased by the railroad that is leased to a customer for their exclusive use.

Railroad Controlled Car: A car which is owned or leased by a railroad. (Cars carrying marks of TTX Company are considered railroad controlled for purposes of this tariff.)

Reciprocal Switching: A type of interline switching where connecting railroads have access to each other's open switching limits on a reciprocal basis. Switch charges are published in Tariff BPRR 8901-series.

Reconsignment: An order to bill a loaded or empty car to other than the original billed consignee; a change in the name of the consignor; or, an order that requires a change in the party responsible for payment of transportation charges of a shipment or empty car.

Rejected Car: When the original loaded car is rejected at destination without being unloaded. Or, when an empty car placed for loading is rejected at origin without being loaded.

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Release: Date and time that the railroad receives valid notice that a car is empty, or that forwarding instructions are received, and inspection is approved (if required) by Subscribing Carriers and connecting railroads.

Reshipment / Rebill: A new document by which the entire original shipment is forwarded in the same car to another destination.

Road-haul Traffic: Traffic received from or moved to a point outside of the switching limits of the same station or industrial switching terminal moving on a revenue waybill.

Serving Yard: The Subscribing Carriers' Yard from which the regularly scheduled local train crew responsible for switching cars into and out of a customer's tracks operates.

ShipperConnect: The on-line, customer interface tool furnished to all Subscribing Carriers' customers for inputting their service requests and managing their rail business.

Storage: A charge for holding a private car containing non-hazardous materials on a railroad controlled track under special circumstances in lieu of demurrage.

Also refers to holding a private car at no charge under other, specific circumstances.

See Item 275 for applications of the term "storage."

Storage Day: A twenty-four (24) hour period, or part thereof, beginning 0001 after the expiration of storage free time.

Switching Limits: The particular tracks and/or geographical description which Subscribing Carriers make open to connecting railroads for interline or reciprocal switching.

Tender: The presentation of a shipment for transportation by the shipper; or, the actual or constructive placement of a loaded car by the railroad.

Time: Local time applies, expressed on the basis of the 24 hour clock. Example: 12:01 a.m. is expressed as 0001 hours.

Unloading: The complete unloading of a car and electronic or other written notification received from consignee that the car is empty and released to the railroad.

- **End of Tariff -**
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