

TARIFF BPRR.8600.8

**BUFFALO & PITTSBURGH RAILROAD INC.
ROCHESTER & SOUTHERN RAILROAD INC.
WELLSBORO & CORNING RAILROAD COMPANY**

(Railroads participating in tariff)

TARIFF BPRR.8600.8

SUPERSEDES & CANCELS TARIFF BPRR.8600.7; WCOR.6006.1 and WCOR.7006.1.

See Tariff BPRR.8901.series for switching charges.
See Tariff BPRR.9501.series for %-based fuel surcharge.
See Tariff BPRR.9502.series for mileage-based fuel surcharge.

- OPTIONAL SERVICES -

- DEMURRAGE & STORAGE -

**- GENERAL RULES &
CONDITIONS OF CARRIAGE -**

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Part 1. Reference Items, General Rules and Conditions of Carriage

Item 5 Railroads Participating and Parent Corporation

Three railroads participate in this tariff:

- Buffalo & Pittsburgh Railroad Inc.
- Rochester & Southern Railroad Inc.
- Wellsboro & Corning Railroad Company

All are subsidiaries of Genesee & Wyoming Inc. (GWI), comprising the Northeast Region. For purposes of clarity and simplicity, these railroads are hereinafter collectively referred to as "Northeast Region Railroads."

Item 20 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 35 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 50 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 65 Perishable Freight

Northeast Region Railroads 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 80 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 110 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 Northeast Region Railroads.

Item 120 Bills of Lading for Radioactive Shipments

Bills of Lading for radioactive shipments must be received by Northeast Region Railroads' 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.

Item 125 Order / Notify Bills of Lading

The Northeast Region Railroads 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 Northeast Region Railroads 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 Northeast Region Railroads 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 Northeast Region Railroads shall have no liability for delivering a shipment to the consignee listed in the bill of lading in such circumstances.

Item 140 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 Freight Tariffs RIC 6007-series, BPRR.4619.series and RSR.4577.series; 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 155 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 Northeast Region Railroads for the associated cost, including car cleaning, and the cost of any switching associated with such work.
- C. Demurrage, detention and storage 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 400) to the Northeast Region Railroads' 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.

Item 160 Holidays

For purposes of calculating demurrage free time, the following are defined as holidays of the Northeast Region Railroads:

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

Item 170 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 185 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.

Item 200 Credit / Terms

A. Establishing Credit

- 1 Acceptance of electronic or manual billing instructions by Northeast Region Railroads 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 Northeast Region Railroads 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 Northeast Region Railroads
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 Northeast Region Railroads 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 Northeast Region Railroads extend credit, it is granted as a convenience to the shipper or payor and may be revoked by Northeast Region Railroads at any time.
- 7 Failure to meet payment terms may result in loss of credit approval. Northeast Region Railroads 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 Northeast Region Railroads 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 Northeast Region Railroads' Finance / Accounting Department as soon as reasonable possible.

B. Payment Terms

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

C. Movement of car prior to credit approval

- 1 For shipments originating or terminating on Northeast Region Railroads, shippers or payors who have not applied for and received credit approval by Northeast Region Railroads 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 Northeast Region Railroads in cash or via wire transfer and in advance of either pulling or placing a loaded or empty car.
3. Northeast Region Railroads may charge an additional \$250 / car if cars move prior to credit approval and / or payment.

D. 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 Northeast Region Railroads 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. Northeast Region Railroads 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.

E. Disputed Invoices

1. If a shipper or payor disputes the amount of an invoice, shipper or payor shall pay Northeast Region Railroads within the stated payment terms the undisputed amount of the invoice. Shipper or payor shall also notify Northeast Region Railroads within the payment period of the disputed amount and the basis for the dispute. 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 with 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.

F. Bankruptcy

Northeast Region Railroads reserve the right to request a deposit from customers who have filed for bankruptcy. The deposit will be based upon an average thirty-day (30) period of actual charges that include switching, linehaul, ancillary and fuel surcharge services for the past three years. Northeast Region Railroads reserve the right to refund the deposit at their discretion based upon future payments / performance.

G. Interest and Collection Costs

When payment terms have been violated, Northeast Region Railroads 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.

Item 215 Security Deposits for Payment of Demurrage or Storage

- A. A security deposit to insure payment of any demurrage or storage charges may be required from customers who are not credit approved.
 - B. Deposits 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. The deposit amount is \$500 per car to be delivered.
 - D. Deposits held will be returned when the customer is approved for credit by Northeast Region Railroads or when the customer has not shipped or received any railcars within a period of three consecutive months.
 - E. Northeast Region Railroads reserve the right to withhold service to any company that does not comply with the terms of this Item.
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Part 2. Demurrage and Storage

Item 250 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 Northeast Region Railroads 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 160) are treated as free time for the purpose of calculating demurrage – provided that free time as described in Item 260 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 400), 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 Northeast Region Railroads’ 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 400)
 - e-mail (subject to charges – see Item 400)
- G. If Northeast Region Railroads 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 Northeast Region Railroads do not control the flow of inbound cars from connecting railroads.
- I. Cars awaiting high and wide clearance are subject to demurrage / storage charges.
- J. If Northeast Region Railroads deem customer siding to be unfit for service, cars held pending completion of repairs to siding will be subject to demurrage / storage charges.
- K. Any cars held on Northeast Region Railroads awaiting customer credit approval, or awaiting payment in the event credit is not extended, shall be subject to applicable demurrage or storage charges. Such charges will be the responsibility of the shipper if the shipment originated on Northeast Region Railroads or the consignee if the shipment is destined to a customer located on Northeast Region Railroads.
- 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 260 Demurrage Free Time and Charges:
All Cars Placed for Loading or Unloading**

Free Time

Customers located on Northeast Region Railroads 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 Northeast Region Railroads. 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.

Charges:

[1] Loaded or empty cars (with the exception of cars with mechanical designation: FD, FM or FW) released following the expiration of the 48 hour free time period.

Placed For	Free Time	Daily Charge
Loading or Unloading	48 hours from next 12:01 am following constructive or actual placement	\$65

[2] Loaded or empty cars with mechanical designation FD, FM or FW released following expiration of the 48 hour free time period.

Placed For	Free Time	Daily Charge
Loading or Unloading	48 hours from next 12:01 am following constructive or actual placement	\$175

Item 270 Payment of Use and Detention Charges

Charges for Use and Detention of special railcars are to be paid directly to the car owner by the customer.

Item 275 Storage: Purpose and General Rules

- A. Storage is a charge for holding a private car, containing non-hazardous materials, on a railroad controlled track under special circumstances in lieu of demurrage. Storage 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. Storage applies ONLY to private cars billed to and to be unloaded by, or loaded by and shipped from customers located on Northeast Region Railroads.
- C. All private, cars consigned to Northeast Region Railroad customers will be placed into storage upon arrival at the serving rail yard when not ordered for placement by the customer.
- D. In recognition of the fact that cars may be held in storage for an extended period of time, customer agrees to protect, save harmless, defend and indemnify Northeast Region Railroads 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 Northeast Region Railroads' tracks, regardless of cause and whether caused by, arising out of or resulting from trespassers, vandals or acts of God. By accepting a car into storage status 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 in storage outside of shipper's rail station until billed off-line must be shipped to the storage location via issuance of a Bill of Lading. Freight charges will apply.
- F. Shipments transported via Northeast Region Railroads are subject to storage 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 storage. Once a car is put into storage 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 storage. Instructions cannot be "back-dated."
- I. Verbal instructions cannot be accepted. All instructions should be sent to the Northeast Region Railroads' 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 400)
 - e-mail (subject to charges – see Item 400)
- J. Storage charges are billed monthly. Storage invoices include accrued charges on all cars in storage, including those not yet released from storage status.
- K. Storage invoices must be paid within fifteen (15) calendar days from presentation of the invoice.
-

**Item 285 Excessive Storage Charges: (cars meet all of the following criteria)
Private, Empty, Non-hazardous Cars Held on Railroad Tracks for Loading by
Northeast Region Railroads' Customers**

If capacity at the customary holding point is exceeded for any reason, Northeast Region Railroads reserve the right to move excess cars to a location of its choice. In such case, "Moved Account Exceeding Yard Capacity" charges will be applied.

Charge:

Moved Account Exceeding Yard Capacity:..... \$250 per car, each way

**Item 295 Storage Charges: (cars meet all of the following criteria)
Private, **LOADED**, Non-hazardous Cars Held on Railroad Tracks**

A. For Inbound Loads:

Storage charges begin 24 hours from the next 12:01 a.m. (0001 hours) following arrival at serving rail yard or other holding point as designated by Northeast Region Railroads.

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

B. For Outbound Loads:

Storage charges begin upon arrival at storage track.

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

Charges:

Storage charge for each day, or portion of a day:

Move	Free Time	Daily Charge
Inbound Load	24 hours from next 12:01 am following arrival at serving yard	\$17
Outbound Load	none	\$17

**Item 300 Storage Charges: (cars meet all of the following criteria)
Private, **EMPTY** Cars Held on Railroad Tracks**

A. Free time begins when:

1. Car is received at interchange from a connecting railroad (or)
2. Car is released by customer

B. Storage charges apply after 30-days of no activity. (A and C of this item define "activity.")

C. Storage charges end when:

1. Car is placed for loading (or) Car is billed to a new destination

Charges:

Storage charge for each day, or portion of a day:

Move	Free Time	Daily Charge
Inbound from connection	30-days	\$5
Empty release by customer	30-days	\$5

Item 315 Storage of Loaded or Empty Hazardous Cars and Switching to Industry

- A. Loaded cars containing hazardous materials, or empty cars containing hazardous material residue, must be stored 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: Storage of cars containing toxic or poisonous inhalation hazards (TIH / PIH) on Northeast Region Railroads' 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, Northeast Region Railroads 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 360. If customer advises that pulling cars cannot be accomplished (cars are in the process of being unloaded, etc.) and Northeast Region Railroads must hold the cars longer than prescribed, a penalty charge applies as described in Item 535.

- 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 Item 360) when ordered for placement to customer's private facility tracks unless otherwise specified by lease agreement.

Item 325 Demurrage and Storage on 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 260, 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 storage rules and charges as described in Item 295. All cars consigned to private shops will be treated as "inbound loads" for purposes of applying Item 295.

Part 3. Optional Services and Miscellaneous Charges

Item 350 Diversion and Reconsignment

- 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 Northeast Region Railroads 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 Northeast Region Railroads 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 case, instructions must be received by the Northeast Region Railroads’ 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 Northeast Region Railroads 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 410).
- 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, Northeast Region Railroads will direct the requesting party to contact the connecting railroad to which the car was delivered, at which time the responsibility of the Northeast Region Railroads 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 Northeast Region Railroads 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.

Charges:

- [1] Diversion or Reconsignment Order:..... \$375 per order
- [2] Reverse-route Empty Changed to Pittsburgh (PITTS) or Erie (ERIE), PA \$275 per car

Item 360 General Industrial Switching (Intra-Plant and Intra-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.

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.

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

Charges:

- [1] Intra-Plant Switching:..... \$125 per car
- [2] Intra-Terminal Switching:..... \$250 per car

Item 370 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.

Charge:

Ordering Empty by Car Number: \$40 per specific car number ordered

Item 380 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 Item 260 will also apply.

Charges will NOT apply:

- If Northeast Region Railroads fail to place or constructively place the ordered car on the day it was requested.
- If Northeast Region Railroads 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.

Charge:

Ordered and Not Used:..... \$250 per car

Item 395 “Back-to-Back Empty” Private Cars

Freight service by Northeast Region Railroads 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 Northeast Region Railroads 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 Northeast Region Railroads’ tariffs: BPRR.4619.series and RSR.4577.series.

Item 400 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 Northeast Region Railroads’ 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.

Charges:

Faxed / E-mailed Billing or Empty Releases: \$50 per single-car waybill (containing one car)
\$80 per multi-car waybill (containing two or more cars)

Item 405 Charges for Changes or Corrections to Billing; Customer Misroutes

- A. If after billing has been submitted, a customer notifies the Northeast Region Railroads’ 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 Northeast Region Railroads and the actual amount of that fine exceeds \$50, Northeast Region Railroads 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 Northeast Region Railroads 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.

Charges:

[1] Changed or Corrected Billing (non-hazardous): \$50 per waybill
[2] Changed or Corrected Billing (hazardous):..... \$65 per waybill
[3] Changed or Corrected Billing (multi-car):..... \$80 per waybill

**Item 410 Cars Held Awaiting Billing or Forwarding
Instructions**

- A. It is Northeast Region Railroads' 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 Northeast Region Railroads' 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 or storage 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 intra-terminal switching charge (see Item 360) 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 Northeast Region Railroads in a timely manner. The Northeast Region Railroads 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 Northeast Region Railroads 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 Northeast Region Railroads.
- G. When the Northeast Region Railroads are obligated to hold a railcar awaiting Canadian Customs clearance and release, the Northeast Region Railroads will assess the charge specified in this item.

Charge:

Car Held \$150 per car

Item 430 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 Northeast Region Railroads 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 Northeast Region Railroads 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 Part 2 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 Northeast Region Railroads' management time related to such an event.

- F. Overloaded cars are subject to additional charges, as outlined below.
- G. The charges below do NOT include the service of re-weighing the car on railroad scales, if required. (See Item 505)
- H. If overloaded / improperly loaded car has been interchanged by Northeast Region Railroads to another carrier and connecting carrier discovers the car to be overloaded / improperly loaded and subsequently assesses a charge against Northeast Region Railroads, then such charge will be passed through to customer.

Charges:

- [1] When no further movement of the car is necessary or possible in order to correct the load..... \$300 per car
- [2] When further movement of the car is necessary within the current station location of the car in order to correct the load..... \$500 per car
- [3] When the car is returned to the original point of loading or otherwise moved to another station to correct the load \$750 per car
(also applies to moving a car that the excess lading was transferred into)

Item 440 Clearance moves

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 520 of this tariff) due to its physical characteristics

B. When any of these conditions exist, party must formally request clearance by contacting Northeast Region Railroads' Customer Service Center at:

Email: nypacsc@gwrr.com
 FAX: 800-477-4947
 Telephone: 800-603-3385

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 Northeast Region Railroads and will not apply when request for clearance originates with another railroad for an interline shipment involving Northeast Region Railroads.

Charge:

Processing of clearance request:..... \$250 per request form

Item 445 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.

Charges

If the car is turned at a wye track: \$300 per car

Item 490 Changes to Scheduled Service Resulting from Customer’s Actions

- A. If a train crew of Northeast Region Railroads 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 520) then charges apply as described below. Northeast Region Railroads 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 Northeast Region Railroads, then car will be subject to Diversion and Reconsignment procedures and charges as described in Item 350 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).

Charges:

- [1] Return Service (furnished prior to next scheduled service day):\$500 per occurrence
- [2] Return Service (furnished on next scheduled service day):\$250 per occurrence
- [3] Waiting Delay:.....\$150 per occurrence

Item 505 Weighing Charges and Charges for Movement to Out of Route Scales

- 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 Northeast Region Railroads’ 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, as described below.
- C. If, under scenario “B” above, a car must travel out of route to the scale, then an additional “Switching to Scale” charge applies, as described below.

Charges:

- [1] Weighing – Single Car:\$155 per weigh, per car
- [2] Switching to Scale:\$375 per car weighed

THE ONLY CERTIFIED SCALE ON THE NORTHEAST REGION RAILROADS IS IN BUFFALO, NY ON BPRR.

Item 520 Special Train Service

- A. Special train 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. A special train includes up to two locomotives. Additional locomotives are charged as per below.
- B. Request for special train service must be made in writing giving all necessary information to facilitate the movement of the train. Northeast Region Railroads may restrict or modify a request for special train service.
- C. "Regularly scheduled" service is defined at the sole discretion of Northeast Region Railroads, and is subject to change.
- D. Charges for special train service are in addition to the freight rate and all other charges for the car(s) handled. The number of "service hours furnished by a special train" is calculated from the crew's on-duty time to their off-duty time.
- E. If customer should cancel special train service within four (4) hours of the crew's scheduled start time, then charges will apply.

Charges:

- [1] Special train service when the train crew is NOT used exclusively to perform the service of the requesting customer: \$1,200per event
- [2] Special train service when the train crew IS provided for the exclusive use of the requesting customer, up to eight (8) hours: \$2,400 per event
- [3] Special train service when the train crew IS provided for the exclusive use of the requesting customer, exceeding eight (8) hours, but not exceeding twelve (12) hours: \$3,200 per event
- [4] Additional locomotive(s) for a special train: \$600 per locomotive
- [5] Cancellation of special train service:..... \$350per event

Item 535 Toxic / Poisonous Inhalation Hazard (TIH / PIH) Cars

Storage of cars containing toxic or poisonous inhalation hazards (TIH or PIH) on Northeast Region Railroads' 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, Northeast Region Railroads 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 Northeast Region Railroads must hold the cars longer than prescribed, then a penalty charge applies.

Charge: Unable to Spot TIH / PIH Car Penalty:.....\$1,000 per car, per day

Part 4. Glossary of Terms and Abbreviations

Item 1100 Glossary of Terms and Governing Definitions

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 Northeast Region Railroads 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 Northeast Region Railroads, 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.

Diversions: 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 Northeast Region Railroads.

Forwarding Instructions: A bill of lading or other written shipping instructions given to Northeast Region Railroads, 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.

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 Northeast Region Railroads 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 Northeast Region Railroads or upon property owned or leased by the industry.

Part 4. Glossary of Terms and Abbreviations (continued)

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 Northeast Region Railroads within the switching limits of one station or industrial switching terminal.

Lease Track: Any track(s) assigned to a customer by Northeast Region Railroads 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.

Northeast Region Railroads: 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 Northeast Region Railroads.

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.

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 Northeast Region Railroads 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 Northeast Region Railroads' 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 Northeast Region Railroads' 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."

Part 4. Glossary of Terms and Abbreviations (continued)

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 Northeast Region Railroads 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.

Item 1120 Explanation of Abbreviations

AAR	Association of American Railroads
ARA	Arcade & Attica Railroad Corporation
ASLG	A tariff heading of the ASLRRA
ASLRRA	American Short Line and Regional Railroad Association
AVR	Allegheny Valley Railroad Company
BOE	Bureau of Explosives
BPRR	Buffalo & Pittsburgh Railroad Inc.
BSOR	Buffalo Southern Railroad Inc.
CFR	Code of Federal Regulations
CN	Canadian National Railways
CPRS	Canadian Pacific Railway
CSXT	CSX Transportation
FRA	Federal Railroad Administration
FSAC	Freight Station Accounting Code
GWI	Genesee & Wyoming Inc.
LAL	Livonia, Avon & Lakeville Railroad Corporation
MPS	Mechanical Protective Service
NCIR	New Castle Industrial Railroad
NS	Norfolk Southern Railway Company
Northeast	NY and PA Region Railroads of GWI, comprised of BPRR, RSR and WCOR
OPSL	Official Railroad Station List
PA PUC	Pennsylvania Public Utility Commission
RCCR	Rail Carrier Cost Recovery
RER	Official Railway Equipment Register
RPS	Railroad Publication Services
RSR	Rochester & Southern Railroad Inc.
STB	Surface Transportation Board
STCC	Standard Transportation Commodity Code
TIH / PIH	Toxic / Poisonous Inhalation Hazard
UFC	Uniform Freight Classification
WCOR	Wellsboro & Corning Railroad Company
WE	Wheeling & Lake Erie Railway Company
WNYP	Western New York & Pennsylvania Railroad LLC

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