# MIDWEST REGION
# GENERAL TARIFF 1000
# COVERING
# ACCESSORIAL CHARGES, SWITCHING, DEMURRAGE AND STORAGE RULES

## EFFECTIVE April 3, 2016

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



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## SUBSCRIBING CARRIERS

**This tariff is issued for the accounts of –**

| RAILROAD | |
|---|---|
| Central Railroad of Indianapolis | CERA |
| Grand Rapids Railroad | GR |
| Huron & Eastern Railway | HESR |
| Illinois & Midland Railroad | IMRR |
| Indiana Southern Railroad | ISRR |
| Mid-Michigan Railroad | MMRR |
| Marquette Railroad LLC | MQT |
| Michigan Short Railroad | MS |
| Otter Tail Valley Railroad | OTVR |
| Toledo, Peoria & Western Railway | TPW |
| Tomahawk Railway | TR |
| Tazewell & Peoria Railroad | TZPR |
| | |

## 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 Midwest Region General Tariff 1000.**



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## GENERAL RULES

### (ITEM – 1000) Classification Governing

The term "Uniform Freight Classification" when used herein means:
-- Freight Tariff Uniform Freight Classification 6000-Series.

### (ITEM – 1020) Station Lists and Conditions

This tariff is governed by Tariff ICC OPSL 6000-Series, as follows:

A. For additions or changes in Name, Location or Abandonment of Stations.
B. Prepay Requirements.
C. Restrictions as to acceptance or delivery of freight.
D. Changes in station facilities.
E. When a station is abandoned, all provisions applicable thereto are cancelled, effective on the date of abandonment.

### (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.

### (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**.**



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### (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 will be subject to demurrage rules and charges. See 6006 and 6007 Series Extended Asset Use Matrices for each subscribing carrier.

### (ITEM - 1080) Payment of Charges in Canada

A. When the service associated with switching, other accessorial services (except special train service) and unabsorbed amounts of foreign line reciprocal switching charges published in this tariff is performed at a station in Canada, the charge associated therewith is stated in Canadian funds.
B. Charges for special train service will be tendered in the same funds as the associated line-haul freight billing.



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# CREDIT TERMS AND SECURITY DEPOSIT
# SECTION II



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## (ITEM - 2000) Security Deposits for Payment of Demurrage and Storage Charges

All Consignors, Consignees or agents thereof conducting business with a Subscribing Carrier, or on a Subscribing Carrier's property, will be required to apply for credit with the Subscribing Carrier.

All railroads, except Class 1 rail carriers and rail carriers that conducted business with the Subscribing Carrier prior to January 1, 2009, will be required to apply for credit with the Subscribing Carrier.

Credit will be granted solely at the discretion of the Subscribing Carrier.

## (ITEM - 2010) Payment and Credit Terms

All charges under this tariff must be prepaid, unless satisfactory arrangements with Subscribing Carrier have been made prior to performance of service.

Charges for services rendered under terms of this tariff will accrue against the customer located on the Subscribing Carrier or against the responsible rail carrier involved, unless arrangements to the contrary have been made with Subscribing Carrier prior to performance of service.

All payment for services covered herein are due and payable within fifteen (15) days following the invoice date. Payments received after expiration of the credit period shall be subject to a service charge of one and one-half percent (1 ½%) per month (or fraction thereof) of the outstanding balance.



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### (ITEM - 2030) Security Deposits for Payment of Accessorial Charges and/or Surcharges

A security deposit to ensure payment of any accessorial charges and/or **surcharges** that may accrue will be required from every Consignor, Consignee, or agent thereof who:

A. Is not on the Subscribing Carrier's credit list, and
B. Fails to pay accessorial charges and/or surcharges after specific written demand referring to this tariff provision.

A deposit must be paid, by wire transfer, before any freight car is delivered to such Consignor, Consignee, or agent thereof for Loading or Unloading. A deposit on one unit of equipment is not transferable to another.

A deposit for each car shall be in the minimum amount of two hundred dollars (200.00) or up to the maximum amount of accessorial charges that accrued on any one car during the preceding twelve (12) months.

In the case of a Consignor, Consignee or agent thereof receiving multiple carloads for Loading or Unloading, the total amount required to be deposited shall not exceed the lesser of the amount of existing past accessorial charges accrued by the Consignor, Consignee, or agent thereof due or $25,000.

Once the Consignor, Consignee, or agent thereof is placed on Subscribing Carriers' authorized credit list, or has paid all outstanding accessorial charges and has given assurance to the satisfaction of the Carrier's credit office that future accessorial charges will be paid within the credit period prescribed in applicable tariffs, the Subscribing Carrier will refund the balance of the deposit to the Consignor, Consignee, or agent thereof by the 5th day of the month following that in which the equipment is released to the Subscribing Carrier after deducting any and all unpaid accessorial charges.

Security deposits will no longer be required after the Consignor, Consignee, or agent thereof either:

A. Is placed on Subscribing Carriers' authorized credit list, or
B. Has paid all outstanding accessorial charges and has given assurance to the satisfaction of the Carrier's credit office that future accessorial charges will be paid within the credit period prescribed in applicable tariffs.




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**(ITEM - 2040) Application for credit**

# CREDIT APPLICATION FOR TRANSPORTATION CHARGES

The undersigned ("Applicant") hereby applies for the extension of credit to it by Genesee & Wyoming Inc. ("G&W") as agent for its operating rail transportation subsidiaries and its railroad switching entities (collectively, the "G&W Carriers") with regard to the payment of freight, per diem, demurrage, and any other charges which Applicant may incur and owe to any G&W Carrier. **Application must be signed and completed in its entirety.** Please print or type in English.

_____

_____
Name of Applicant Phone Number

_____

_____
Physical Address Fax Number

_____

_____
City, State, Zip Code DUNS Number

State of Incorporation: _____ Federal I.D. #:

_____

Type of Organization: ___ Corporation ___ Partnership ___ Proprietorship ___ Other

_____

Date Business Started: _____/_____/_____ Nature of Business:

_____

Annual Sales $: _____ Commodity being transported:

_____

*** Please furnish a copy of the latest audited financial statements***

Accounts Payable Contact: _____ Email Address:

_____

Amount of credit requested $ *(within 15 day period)*: _____

BANK REFERENCES:

Bank Name: _____

Address: _____ Account#:

_____

Contact: _____ Phone #: _____ Email:

_____

CREDIT REFERENCES:

1) Business Name: _____

Address: _____ Type of Account:

_____



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Contact: _____ Phone #: _____ Email: _____

2) Business Name: _____

Address: _____ Type of Account: _____

Contact: _____ Phone #: _____ Email: _____

3) Business Name: _____

Address: _____ Type of Account: _____

Contact: _____ Phone #: _____ Email: _____

4) Business Name: _____

Address: _____ Type of Account: _____

Contact: _____ Phone #: _____ Email: _____

**TERMS AND CONDITIONS**

**Applicant agrees to comply with all terms and conditions governing the extension of credit by G&W Carriers. Compliance with these terms and conditions is required for the extension and continued extension of credit to any Applicant.**

**Applicant agrees to pay in full all undisputed charges billed by G&W Carriers within 15 days for freight invoices, and within 30 days for demurrage and other accessorial invoices. Payments received after expiration of the credit period shall be subject to a service charge of one and one-half percent (1 ½%) per month (or fraction thereof) of the outstanding balance. Applicant may not set off or withhold any payment due to any dispute with G&W Carriers, except for good faith withholding of disputed charges in applicable invoice. Credit terms and conditions are subject to change at any time by G&W Carriers without notice to Applicant.**

**It is understood that if credit is extended on behalf of any or all G&W Carriers, it is granted only as a convenience to Applicant and any or all G&W Carriers may, at its discretion, suspend Applicant's credit. Either party may cancel this Agreement at any time for any reason, upon notice to the other party. Notice may be written, electronic, or oral if confirmed in writing or electronically, at the place of business noted herein.**

**Applicant represents that the information submitted herein is true and accurate and applicant agrees to keep its information current and to notify G&W Carriers in writing of any changes. G&W Carriers reserve the right to cancel this Agreement or to re-evaluate the credit-worthiness of Applicant under its new name, ownership or structure. Applicant further understands that any incomplete, incorrect or misleading information shall serve as a basis for immediate revocation of any credit extended to Applicant.**

**Applicant hereby authorizes G&W Carriers to secure from any credit reference or other company or banking institution any information concerning the Applicant's financial or credit status, and permits any such company to release that information to G&W Carriers.**



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**I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS, AND HEREBY AGREE TO THEM:**

**Applicant's Name: _____ Title:**

**_____**

**Applicant's Signature: _____ Date:**

**_____**

**CREDIT DEPARTMENT USE ONLY**

**Date: _____**

**Line of Credit: Approved / Denied Amount $: _____**

**Comments:**

**_____**



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# DEMURRAGE & STORAGE PROVISIONS
# SECTION III



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### (ITEM – 3000) Application

This section applies to all customers served by the Subscribing Carrier and covers all railroad and private marked freight car(s) held for or by the customer(s),
With the following exceptions:

A. Private car(s), on private tracks, except as provided in Item 1060.
B. Car(s) containing refused or unclaimed freight to be sold by Subscribing Carrier.
C. Empty car(s) rejected as unsuitable for loading.
D. Cars for loading or unloading of Subscribing Carrier's company material while held on tracks or private siding connecting therewith.
E. Empty cars moving on own wheels under transportation charges as freight.
F. Cars of railroad ownership, leased for storage of commodities while held on lessee's tracks.
G. Cars specially equipped for handling welded railroad rail held for loading such rail.
H. Cars covered by storage or hold charges.
I. Cars assigned to shippers returned empty to point of assignment, to the extent storage rules apply.

### (ITEM – 3010) Application for Specialized Cars

When specialized cars are used for movement of commodities on Subscribing Carrier properties and delays are incurred through no fault of the carrier, the customer will be assessed demurrage based on the heavy duty detention rules and rates in place in the 6006 series Extended Asset Use Charge Catalog for that carrier. Examples of these cars are, but not limited to, cars that carry dimensional equipment such as transformers, wind turbines, cranes, machinery and any other commodity that is considered high-wide or heavy.




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### (ITEM – 3020) Notification to Consignor or Consignee

A. Subscribing Carrier will furnish the following notifications as indicated:
   1. Cars for other than public delivery tracks:
      a. Notice of constructive placement if car(s) are held on Subscribing Carrier's tracks due to reasons attributable to the consignor or consignee.
      b. Delivery of car(s) upon tracks of consignee will constitute notice.
      c. When two or more parties, each performing their own switching, take delivery of cars from the same interchange track, notice will be given when cars are placed on the interchange track.
   2. Cars for public delivery tracks:
      a. Notice will be given to the party entitled to receive notification when car(s) is actually placed.
   3. Cars stopped In transit
      a. Notice will be given to the consignor, consignee or owner responsible for the car being stopped upon arrival of the car at the point of stoppage.
   4. Refused loaded car(s)
      a. When a loaded car is refused at destination, Subscribing Carrier will give notice of such refusal to the consignor or owner.

B. Notification may be given in writing or electronically, and will contain the following:
   1. Car initials and number.
   2. If lading transferred en route, the initials and number of the original car.
   3. Commodity.
   4. Date and time.

### (ITEM – 3030) Notification to Subscribing Carrier

A. Subscribing Carrier must receive complete forwarding instructions by fax, email or EDI before a car will be considered released.

B. When electronic or mechanical devices are used to furnish notification to the Subscribing Carrier, the recorded date and time that the instructions are received will govern.




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### (ITEM – 3040) Car(s) Held for Loading

**TENDER:**

Customer must provide car order information to Carrier with the requested spot date at time of ordering car.

Shipper Assigned Car(s):

A. The notification that an empty car is available.

Other than Shipper Assigned Car(s):

A. The notification, actual or constructive placement, of empty car(s) placed on orders of the consignor.
B. Cars held by Subscribing Carrier will be constructively placed on “order date” if the car order is not cancelled prior to the order date or, if placement instructions have not been received by Subscribing Carrier, prior to the order date.
C. When instructions are received to place a car prior to the order date, notification is considered placement date vs. order date as the customer is in con troll of the car at that point.

**RELEASE**:

A. Date and time forwarding instructions are received.
B. Car(s) placed on the interchange tracks of a consignor, who performs its own switching, must be returned to the interchange track for release.
C. Improperly loaded or overloaded car(s) at origin will not be considered released until the load has been adjusted properly.
D. A car to be held for official grading or inspection at origin will not be considered released until such time as the grading and inspection is complete.

**COMPUTATION**:

A. Time will be computed from the first 0001 hours after tender until the release.
B. If the car is placed, but not ordered in, earlier than the date of the order, time will be computed from the first 0001 hours after the order date until it is released.
C. When the same car is unloaded and reloaded, time will be computed from the first 0001 hours after advice is received that the car(s) is empty until the car(s) is released.
D. When the same car is unloaded and reloaded, empty release information must be furnished. If not furnished, demurrage will continue on the car until the forwarding instructions are received.




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## (ITEM – 3050) Car(s) Held for Complete Unloading

**TENDER:**

The notification, actual or constructive placement, of a loaded car(s).

**RELEASE:**

A. Date and time that the railroad receives advice that the car(s) is empty.

B. Car(s) placed on the interchange tracks of a consignee who performs its own switching must be returned to the interchange track for release.

C. When the same car is unloaded and reloaded, empty release information must be furnished at the time the car is made empty. If not furnished, demurrage will continue on the car until the forwarding instructions are received.

**COMPUTATION**:

Time will be computed from the first 0001 hours after tender until release.

## (ITEM – 3060) Private Car(s) and Railroad Car(s) Held for other than Loading or Unloading

Applies to car(s) held:

A. On orders of consignor or consignee.
B. Awaiting proper disposition from the consignor or consignee.
C. As a result of conditions attributable to consignor or consignee.

**DISPOSITION**:

That information, including forwarding instructions or empty release information, that allows the railroad to either tender or release the car from the consignor's or consignee's account.

**TENDER**:

The notification, actual or constructive placement of a loaded car(s).

**RELEASE**:

Date and time that the railroad receives advice that the car is empty, or that forwarding instructions are received.



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**COMPUTATION**:

Time will be computed from the first 0001 hours:

A. After tender, until release, on car(s):
    1. Diverted
    2. Empty for loading – ordered and not used (other than a rejected car)
    3. Partially unloaded
    4. Reconsigned
    5. Reshipped
    6. Stopped in transit
B. After car(s) are received by SUBSCRIBING CARRIER until date of disposition on:
    1. Car(s) received from connecting carriers
    2. Loaded private car(s) returned to railroad tracks
C. After tender until date of refusal on:
    1. Refused loaded car(s) (consignee)
D. After tender until date of disposition on:
    1. Refused loaded car(s) (consignor)
E. After tender until release or placement on private tracks on:
    1. Loaded private car(s) – while held on railroad tracks.




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### (ITEM – 3070) Hazardous Materials

1. Hazardous Materials are defined as "Hazardous Wastes" and "Hazardous Substances" as named in Hazardous Materials Regulations of the U. S. Department of Transportation in 40 Code of Federal Regulations (CFR) 260 through 263 and 49 CFR 171.8 or successor thereof. Explosives are defined as Class A, B, and C Explosives as named in Part 172, Commodity List, Tariff Bureau of Explosives (BOE) 6000-Series.

2. Pursuant to 49 CFR § 174.16, Consignees are required to accept delivery of carload traffic of hazardous materials within 48 hours after notice of arrival has been sent or given to the Consignee. Consignees that anticipate that they will not routinely be able to accept delivery in a timely fashion should make alternative arrangements for storage of cars. Subscribing Carriers do not hold themselves out to provide storage of cars containing hazardous materials.

3. For the purpose of this Tariff, the term "Loss" shall mean any loss, injury, or damage which arises out of transloading, unloading and loading, transportation or disposition (including treatment, storage or disposal) of the Hazardous Materials, including, but not limited to, loss or damage to property (including, without limitation, the property of either of the parties hereto) or to natural resources; injury or death of any person or persons (including, without limitation, employees of Subscribing Carrier); claims, liabilities, damages, fines or penalties; costs of containment, cleanup, response actions, removal actions, remedial actions, and health assessments, as these terms are defined by applicable federal, state or local laws and regulations; fees including, but not limited to, attorney, consultant, and expert witness fees; and costs of investigation.

4. Shipper hereby agrees to indemnify and hold harmless Subscribing Carrier, its officers, agents and employees, from and against any and all claims, demands, liabilities and lawsuits brought by any third party or governmental agency under any theory of law against Subscribing Carrier seeking to hold Subscribing Carrier liable for any Loss to the extent that the Loss is caused by Shipper's act or omission, or act or omission of Shipper's own customer or contractor, Shipper's violation of any law or regulation, Shipper's failure to accept delivery, or Shipper's breach of any other requirement including, but not limited to, Shipper's failure to provide proper identification of the Hazardous Materials to be transported, whether or not Shipper relied on other parties for said identification, unless Subscribing Carrier's act or omission, violation of law or regulation, or breach of any requirement of this Tariff contributed to the Loss.




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5. Notwithstanding any provisions in this Item 3070, Shipper hereby agrees to indemnify and hold harmless Subscribing Carrier, its officers, agents, and employees from and against any claim for Loss, regardless of cause, resulting from an event that occurs subsequent to delivery to and acceptance of hazardous waste product by Shipper, another rail carrier, or contractor, or other transporter designated by Shipper, or an EPA licensed treatment, storage, or cleanup/disposal site operator designated by Shipper.

6. Except to the extent Loss is within the scope of the indemnity in paragraphs (4), (5), (6) and (7) of this Tariff, in the event a Loss is caused by Shipper's and Subscribing Carrier's joint and concurrent negligence, by a cause unknown, or by a third party not having a contractual relationship with either Shipper or Subscribing Carrier, each party shall bear half of such Loss. This provision shall not affect the rights of either Shipper or Subscribing Carrier to recover for said Loss from such third party.

7. Notwithstanding any other provision in this Tariff, Shipper shall, regardless of the cause, be fully liable for and shall indemnify Subscribing Carrier, its officers, agents, and employees against any Loss to the extent and only to the extent that such Loss or any portion of such Loss is attributable to the release or spill of a hazardous waste material which is not identified on the bill of lading or manifest.

8. Notwithstanding any other provision in this Tariff, Shipper shall indemnify and hold harmless Subscribing Carrier and the actual owners of equipment used hereunder from and against any and all liability for Loss resulting from future use of or exposure to the equipment where such Loss arises from Shipper's failure or negligence in inspecting and/or decontaminating equipment prior to release to Subscribing Carrier or delivering railroad or motor carrier.

9. Knowledge on the part of one party of any violation of any terms of this Tariff by the other party shall constitute neither negligence nor acquiescence in such violation, and shall in no event relieve either party of any of the responsibilities and indemnity obligations assumed in this Tariff.

10. References to Subscribing Carrier and Shipper as used in this Tariff shall include the officers, agents and employees of Subscribing Carrier and Shipper. Shipper and Subscribing Carrier further agree that each and all of its indemnity commitments in this Tariff shall extend to and include the parent and all subsidiary and affiliated companies of Shipper and Subscribing Carrier and their respective officers, agents and employees.

**For procedures and provisions of handling Toxic Inhalation/Poison Hazard Materials (TIH/PIH) see SECTION V Pages 33 through 35 or set forth in subscribing carriers 0900 Series Tariff which supersedes the provisions of Section V of the Midwest Region General Tariff 1000.**




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### (ITEM – 3080) Claims

A claim must be submitted in writing to the name and number on the bottom of the invoice within thirty (30) days from the date that the bill for demurrage is rendered. The conditions for submitting the claim should be fully stated. Any claim not filed within thirty (30) days from the date that the demurrage bill is rendered will be declined. Non-disputed charges should be paid within 15 days of date of invoice.

If the Subscribing Carrier fails to respond to a claim within thirty (30) days from the date that the claim was submitted, the Subscribing Carrier will accept the dispute as submitted and credit the account for the value of the disputed amount.

**MISSED SWITCH ALLOWANCE**:

An allowance for missed switching will be made for cars held under Constructive Placement Notification when the Subscribing Carrier is unable to place the cars in response to the customer's orders.

**STRIKE INTERFERENCE**:

When it is impossible to load, unload, receive car(s) from or make car(s) available to the Subscribing Carrier because of strike interference at the point where the loading or unloading is to occur; demurrage days will be charged at the rate of $25.00 during the strike interference period, provided that:

A. The disruption exceeds ten (10) days in duration during one calendar month
B. The provisions of this item will not apply to:
    a. Inbound car(s) when waybills are dated four (4) days after the beginning of strike interference
    b. Car(s) for loading, when ordered after the beginning and prior to the ending of strike interference




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**WEATHER INTERFERENCE**:

A. If the operations of the consignor or consignee are disrupted due to earthquakes, tornadoes, hurricanes, floods or heavy snow, the demurrage directly chargeable thereto, will be eliminated, provided the disruption exceeds (2) days in duration. If train operations are not annulled due to weather interference, the demurrage charges will still be applicable in these instances. Final determination will be made by General Manager of Carrier.
B. Frozen lading in open-top hopper car(s) (Tariff ICC RER 6411 car type code “H” or “K”). Final determination will be made by General Manager of Carrier.

**RAILROAD ERROR:**

A. If through railroad error, demurrage charges are assessed, demurrage will be adjusted to the amount that would have accrued if not for the error.
B. Bunching and run-around of car(s) will not be considered as a railroad error.




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### (ITEM – 3090) Non-chargeable Day

Sundays and Holidays will be considered non-chargeable when the car has been tendered within 24 hours before the Sunday or Holiday. If the free time on the car has already expired and customer is in chargeable days, then all subsequent Sundays and Holidays are chargeable. A Sunday or Holiday cannot be the first chargeable day.

Holidays shall include the following:

**In the United States**

New Year's Day - January 1
Presidents Birthday - Third Monday of February
Good Friday - Friday before Easter Sunday
Memorial Day - Last Monday of May
Independence Day - July 4
Labor Day - First Monday of September
Thanksgiving Day - Fourth Thursday of November
Friday after Thanksgiving – Fourth or Fifth Friday of November
Christmas Eve - December 24
Christmas Day - December 25
New Year's Eve - December 31

**In Canada**

New Year's Day - January 1
Good Friday - Friday before Easter Sunday
Victoria Day – (Monday preceding May 25)
Canada Day - July 1
Civic Holiday - First Monday of August
Labour Day - First Monday of September
Thanksgiving Day - Second Monday of October
Remembrance Day - November 11
Christmas Day - December 25
Boxing Day - December 26

When these dates occur on a Sunday, the following Monday will be observed as the holiday.




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### (ITEM – 3100) Payment and Credit Terms

Unless otherwise advised in writing, in advance of accruing charges, demurrage charges will be assessed against the online consignor at origin or consignee at destination.

When for reasons other than Subscribing Carrier's error, consignor/consignee fails to pay assessed demurrage as provided in the Subscribing Carrier's demurrage tariff, the Subscribing Carrier may assess an additional charge equal to the greater of an amount not to exceed one and one-half percent (1 1/2%) per month (or fraction thereof) of the outstanding balance.

All payments are due and payable within 15 days following invoice date.




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**The following definitions define and govern the provisions outlined in this tariff.**

**ACTUAL PLACEMENT** – When a car(s) is placed in an accessible position for loading or unloading or, at a point designated by the consignor or consignee.

**CONSIGNEE** – The party to whom a shipment is consigned, or other entity or person as described in 49 CFE Part 1333, including but not limited to "Care-of-Party, unloader, warehouseman or transloader.

**CONSIGNOR** – The party in whose name a car(s) is ordered; the party who furnishes forwarding directions or other entity or person as described in 49 CFE Part 1333, including but not limited to "Care-of-Party, unloader, warehouseman or transloader.

**CONSTRUCTIVE PLACEMENT** – When, due to some disability on the part of the consignor or consignee, a car cannot be placed for loading or unloading and is placed elsewhere, it is considered as being under constructive placement and subject to demurrage rules and charges, the same as if it were actually placed at the designated point.

**DEMURRAGE DAY** – A twenty-four (24) hour period (calendar day), or part thereof, commencing 0001 after tender.

**DISPOSITION** – Information, including forwarding instructions or release, that allows the railroad to either tender or release the car(s) from the consignor's or consignee's account.

**DIVERSION** – An order provided by the consignor instructing that a car(s) be delivered to a location other than the one indicated on the original forwarding instructions.

**EMPTY CAR(S)ORDERED AND NOT USED** – Empty car(s), placed for loading as ordered, and subsequently released without being used in transportation service.

**EMPTY RELEASE INFORMATION** – Advice provided by the consignee to authorized personnel, that the car(s) is unloaded and available. This information must include the identity of the consignee, party furnishing information, and the car(s) initial and number.

**FORWARDING INSTRUCTIONS** – Shipping instructions provided at the point of loading that contain all of the necessary information to transport the shipment to its final destination.

**LEASE TRACK** – Track(s) assigned to a user through a written agreement. Lease tracks will be treated the same as private tracks.

**LOADING** – The complete or partial loading of a car(s) in conformity with loading and clearance rules and, the furnishing of forwarding instructions.




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**LOCAL SERVICE-** A movement of traffic originating at one point and destined to another point on the switching carrier

**LOADED CAR(S)** – A car(s) that is completely or partially loaded

**NOTIFICATION** – When required, written notification will be furnished to the parties entitled to receive notice that the car(s) is available for loading, unloading, or otherwise impacted by demurrage provisions.

**ORDER DATE** – The date that the consignor requests empty car(s) to be furnished for loading.

**OTHER THAN PUBLIC DELIVERY TRACK** – Any trackage assigned for individual use, including privately owned or leased tracks.

**PARTIAL UNLOADING** – The partial unloading of a car(s) and furnishing of the proper forwarding or handling instructions.

**PRIVATE CAR(S)** – A car(s) bearing other than railroad reporting marks that is not railroad-controlled.

**PRIVATE TRACK** – Tracks that are not owned or leased by the railroad.

**PUBLIC DELIVERY TRACK** –Track that is open to the general public for loading and unloading.

**RAILROAD-CONTROLLED CAR(S)** – A car(s) bearing other than railroad reporting marks that is either leased or controlled by a railroad.

**RECONSIGNMENT** – An order provided by consignor to bill a car(s) to other than the original consignee. (An order to turn over the car(s) to another party that does not require any additional movement of the car(s) is not a reconsignment).

**REFUSED LOADED CAR(S)** – When the original loaded car(s) is refused at destination without being unloaded.

**RELOADING** – When a car(s) is held for loading after being released as an empty

**RELEASE-** Date and time that the railroad receives notification that the car is empty or that forwarding instructions are received.

**RESHIPMENT** – A new document by which the entire original shipment is forwarded in the same car(s) to another destination.

**ROAD-HAUL TRAFFIC** - Traffic received from or moved to a point outside of the switching limits of the same station.

**SERVING YARD** – A classification yard where the local train serving the customer originates.

**SHIPPER ASSIGNED CAR(S)** – Specific empty car(s) assigned to a particular shipper for their exclusive use.




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**STOPPED IN TRANSIT** – When a car(s) is held en route due to any condition attributable to the consignor, consignee, or owner.

**TENDER** – The notification, actual or constructive placement, of an empty or loaded car(s).

**TIME** – Local time is applicable and is expressed on the basis of the 24-hour clock.
**Example:** 12:01 AM is expressed as 0001 Hours.

**UNLOADING** – The complete unloading of a car(s), and the advice received from the consignee that the car(s) is empty and available to the railroad.



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# RATE PUBLICATION INFORMATION
# SECTION IV

**Prices are subject to increase, change or expiration. Any change to the prices will be shown in supplements to or a reissue of Subscribing Carrier's public price documents. Except as otherwise noted, ancillary charges contained in other documents will apply.**



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### (ITEM – 4000) Currency

Prices are stated and payable in U.S. funds unless shipment is wholly within Canada, then price is stated in Canadian funds.

### (ITEM – 4010) Alternation / Nonalternation of Publication

Rail Transportation Contracts take precedence over prices published herein for the same commodities over the same routes.

Prices published in this public Price List will alternate with prices, with similar price conditions, published in other public price documents.

### (ITEM – 4020) Alternation of Prices

Prices in a Subscribing Carrier's public price publication will alternate with other prices, with similar price conditions, in that publication, unless otherwise specified in an alternation provision documented in the Subscribing Carrier's public price documents.

### (ITEM – 4030) Conflict of Rules

The rules in this document will take precedence over rules contained in other separate publications when shipments move under the prices contained in a Subscribing Carrier's public price document.

### (ITEM – 4040) Description of Commodities and Inspection

The description of commodity(s) on the Shipping Document will conform to the Standard Transportation Commodity Code (STCC) and show the STCC Number(s). When different prices are provided for the same commodity(s) according to the type of packing or package, the type of packing or package should be shown.

The Carrier(s) reserve the right to inspect shipments to determine applicable prices. When the commodity(s) are found to be incorrectly described, freight charges will be collected according to the proper description.




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### (ITEM – 4050) Emergency Routing

When in the case of pronounced traffic congestion (not an embargo), washout, wreck or other similar emergency, or through Carriers' error, Carriers forward shipments via other junction points of the same Carriers or via the lines of other Carriers party to the Price List, the price to apply will be that specified in this Price List, but not higher than the price applicable via the route of movement.

### (ITEM – 4060) Fuel Surcharge

Fuel surcharges as provided for in the Subscribing Carrier's Fuel Surcharge Publication as of the date of shipment tender shall apply.

### (ITEM – 4070) Internal Routing

Prices or routes published herein, to, from or via stations on Subscribing Carrier, while on the rails of the Subscribing Carrier, are applicable only over the shortest distance between the stations where transportation is performed by the Subscribing Carrier, except as otherwise specifically authorized by other agreement(s), or unless handled out of route for Carrier's convenience.

### (ITEM – 4080) Incorporation of Documents

Prices subject to rules and conditions of Railway Equipment Register, STCC 6001, OPSL 6000, UFC 6000.
.

### (ITEM – 4090) Loading and Unloading

Consignors and Consignees will load and unload cars.

Consignors must load all cars in accordance with the Association of American Railroads' Circular 42 Series and appropriate AAR commodity loading publications and revisions thereof, or as approved by Rail Carriers involved. All unused securement devices must be returned to and stored in the same car from which removed, and devices must be secured. To inquire about loading and unloading requirements for a Subscribing Carrier, contact that Carrier's sales office.




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Temporary blocking, flooring or lining, corrugated fiberboard or plywood separators or dividers, standards, strips, stakes or similar bracing or supports (hereafter referred to as dunnage), bulkheads, partitions, temporary doors or door protection, not constituting a part of the car, when required to protect and make freight secure for shipment, will be furnished and installed by Consignor at his expense.

Transportation charges for dunnage, when made, shall be at the price applicable to the freight which it accompanies.

Consignee is responsible for unloading all material from the rail car. This includes lading, dunnage, loading or unloading enhancement materials, or any other miscellaneous debris. Failure to comply with these rules will result in Consignee being charged for all associated removal costs (minimum of $150 to a maximum of $500 per car).

When equipment is found to be mis-loaded or overloaded, the Consignor will be given the opportunity to correct the situation at the Consignor's expense. Consignor is responsible for all damage to freight, rail equipment, or both caused by mis-loading or overloading.

Consignee is required to return and secure the same car, all railroad owned securement devices removed to complete unloading, securely lock all bulkhead doors, return wooden doors used in transportation of bulk commodities and close all exterior doors and hatches.

### (ITEM – 4100) Loss and Damage Liability of Carrier

The subscribing carrier shall be liable for claims only if Carrier negligence is shown by the claimant to be the proximate cause of the loss or damage. Carrier liability for shortage of goods shall be conditioned upon evidence of unauthorized entry into the rail car while the same is in the possession of the Carriers.

Carrier shall not be liable for special or consequential damages, including market decline claims, products deterioration, or other such claims based on delay in transportation, nor shall Carrier be liable for punitive damages or attorney fees.

Carrier liability for damages or shortages is contingent upon Carrier or its agent receiving immediate notification of all noted visible damages and/or shortages discovered during the unloading of a rail car. Damage or shortages discovered other than between 8:00 A.M. and 5:00 P.M., Monday through Friday, are subject to reporting no later than 24 hours following unloading from rail car, Saturdays, Sundays, and Holidays excluded. Concealed damage must be reported immediately upon discovery and made available for inspection at point of delivery.



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Failure of the shipper to comply with packaging requirements of the Uniform Freight Classification and AAR loading provisions shall be a defense to any claim for damage. Any claim for loss or damage shall be filed within nine (9) months of the date the shipment was delivered, or in the case of failure to make delivery, then within nine (9) months after a reasonable time for delivery. Any lawsuit or other action for the enforcement or liability for loss of damage shall be instituted within one year after the railroad first declines the claim.

### (ITEM – 4110) One Consignor, Consignee, and Destination

The name of only one Consignor, one origin, one Consignee and one destination shall appear on a Shipping Document. The Shipping Document may also specify the name of a third party that will be billed for the freight charges or a party at the same destination to be notified of the arrival of the shipment.

### (ITEM – 4120) Overcharge Claims

Claims for overpayment of charges must be in writing and received by Carriers no later than three years after delivery or tender of delivery of shipment. Any lawsuit for overpayment of charges must be filed within:

A. three years after delivery or tender of delivery of shipment or
B. six months from the date of Carriers' disallowance of the last timely filed claim, whichever occurs later.

### (ITEM – 4130) Packaging

(applicable on regulated commodities)

Shipper must package all shipments governed by this Price List in accordance with Rules 5, 40, 41 and 51 of the Uniform Freight Classification, UFC 6000 Series..

### (ITEM – 4140) Payment of Charges - Extension of Credit

Customers not on credit must pay freight and other accrued transportation charges prior to transportation of a shipment if it is tendered "prepaid" and prior to placement of a shipment if it is tendered "collect".

Freight and other accrued transportation charges may not be offset by overcharge, freight damage or other claims. Subscribing Carrier reserves the right to cancel the credit of any party and place the responsible party (Consignee, Consignor, or other billed party) on a cash basis. If the party responsible for freight charges has not established credit with Subscribing Carrier, or has their credit cancelled by Subscribing Carrier pursuant to 49 CFR, Section 1320.2, they will be subject to Liquidated damages interest, in addition to the Liquidated damages interest shall not apply in instance of clear clerical error on the part of the Subscribing Carrier.

"Liquidated damages interest" means 20% of the charges due.




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### (ITEM – 4150) Price Terms and Conditions

Subscribing Carrier agrees to provide rail transportation service at the rates and subject to the additional terms and conditions set forth in the public price documents of the Subscribing Carrier.

### (ITEM – 4160) Proportional Application of Prices

(applicable only to Rule 11 rates)

When Price List proportional prices are used to construct through charges beyond the geographic scope of this publication on a through Shipping Document, the Price List charges will be assessed and billed separately by the Subscribing Carrier or other participating Carriers, as appropriate. Shipping Documents on such rebilled shipments must indicate that the shipment is made under Railway Accounting Rule 11. Industry agrees to specify on each Bill of Lading and requests origin Carrier to place the following statement on the waybill:

"Charges to Carriers which are party to this Price List are separately collected pursuant to Railway Accounting Rule 11."

### (ITEM – 4170) Rejected, Refused, Returned Shipments

Unless restricted, shipments reaching destination but **not** unloaded (for reasons other than the Subscribing Carriers' errors), may be returned to the original shipping point via the reverse route at the same price and conditions, unless a lower price exists for such return shipments, or unless pricing document disallows this provision.

### (ITEM – 4180) Shipping Document

Prior to tender of freight, Consignor shall execute a Shipping Document similar in content to the Uniform Bill of Lading. However this Price List shall override any inconsistent terms in the Shipping Document.




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# TIH/PIH PROCEDURE
# SECTION V



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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) - Procedure on Delivery and Placement of Cars:

Customer shall be prepared to receive carloads of TIH/PIH commodities immediately upon notification of availability at destination by carrier railroad. There will no free time granted to customer once notification takes place. Charges will begin at 12:01AM the morning after customer tender/notification or the first day of deliverable service, whichever occurs first.

If a receiver/customer or receiving location is unable to accept a TIH/PIH commodity carload when it is first tendered/notified and available for delivery, and Subscribing Carrier must then hold the car(s) in its rail facilities, a charge of $1,000 per car, per day or portion thereof will be assessed until the car(s) are placed at its billed destination.

Item 1020 is a list of STCC codes that fall under the category of TIH/PIH and will be applicable in assessment of the daily charge and handling.

### (Item 5020) – Procedure on Unsafe or Improperly Loaded Cars:

When a car is deemed unsafe based on the criteria bullet points below, a penalty of $10,000 may be assessed to the Shipper:

- A car is overloaded, imbalanced or has a shifted load
- A car is spilling, leaking, or dusting
- A car containing TIH/PIH commodities or residue is identified moving on the Subscribing Carrier's line for which shipping instructions were not regulatory compliant.

### (Item 5030) – Procedure on any Major Adjustment for TIH/PIH Cars

When Supplier Carrier provides any of the following tasks to a TIH/PIH car, a charge equating to actual cost plus 25% (minimum $1,000) will be assessed to the party requesting or requiring these services:

- A car needs readjusting, reducing, loading, or unloading of a shipment.
- Repair or cleaning equipment, or clean-up of leaked/spilled materials
- Applying sprays or suppressants to the shipment or contents




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### (Item 5040) – Procedure on Unsafe Condition at Customer Facility

Where at Supplier Carrier's sole discretion, safe railway operations are not possible because of an extreme condition such as but not limited to the conditions below, train service will be suspended until condition is rectified to the satisfaction of Supplier Carrier's safety/environmental staff.

> Condition or practice likely to cause permanent disability, loss of life or body part and/or extensive loss of structure, equipment or material, or repeated/or multiple unresolved conditions or practices that may have a safe work-around.

**Any procedures or provisions as set forth in subscribing carriers 0900 Series Tariff will supersede the provisions of Section V of the Midwest Region General Tariff 1000.**




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# SWITCHING AND ACCESSORIAL PROVISIONS SECTION VI

## Charges for Switching and Accessorial Provisions are found in Carrier's 7006 Series Charge Catalogs posted on Carrier's Website.

### DEFINITION OF LINE HAUL:

This Tariff defines Line-Haul transportation as the movement of one or more railcar(s) from station to station; the pulling of the railcar(s) from the origin and placement of the railcar(s) at the destination; and includes the movement of an empty car back to its origin or another specified destination if such return movement occurs within six months of the most recent outbound, loaded move.



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## (Item 6000) - Intra-plant Switching

INTRA-PLANT SWITCHING – A switching movement from one (1) location to another location within the confines of an industry.

## (Item 6010) - Intra-Terminal Switching

INTRA-TERMINAL SWITCHING – A switching movement (other than intra-plant) from one (1) location to another location within the switching limits of one (1) station or industrial district of the same railroad.

## (Item 6020) - Inter-Terminal Switching

INTER–TERMINAL SWITCHING – A switching movement between one railroad and another railroad when such movement is within the switching limits of the same station or switching district. Any switching charges from connecting roads will be in addition to those of the Carrier.

## (Item 6030) – Reciprocal Switching

Any reciprocal switching provided by carrier will be covered by addendum to the Optional Services Catalog – Customer Switching and Accessorial Services issued by the serving Carrier.

## (Item 6035) – Intermediate Switching

INTERMEDIATE SWITCHING – When carrier performs the service of moving shipments between two other carriers at an interchange point and charges are assessed as a switch movement not a line haul charge.

## (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 charges will be assessed against the interchanging Carrier.



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## (Item 6045) – Switch from Constructive Placement

**(Cancelled)**

## (Item 6050)– "Shipment to order", "Order notify" or "Straight bill of lading" requiring surrender of bill of lading or written order

When the original Bill of Lading or written order covering a shipment described above is not available, the property may be delivered in advance of the surrender of the Bill of Lading or written order, as the case may require, under provisions of Rule 7 of the UFC.

If a Bill of Lading is tendered after car is released loaded or empty, shipper releasing said car will be assessed charges as covered under the Optional Services Catalog – Customer Switching and

Accessorial Services plus applicable demurrage as covered in the Extended Asset Use Tariff for every day Carrier awaits instructions for movement.

When Order Bills of Lading or written orders are received prior to arrival of the car on the Carrying Road there will be no charge.



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## (Item 6070) – Special Train Charges (Special Switching)

Upon request, special switching or train service may be provided with reasonable advance notice to Carrier and only when Carrier determines that sufficient locomotives and crews are available to provide such service during prescribed scheduled operating and switching times. Special Switching Requests must be submitted in writing via fax or email to Carrier. All applicable line-haul charges will be assessed in addition to charges specified at time of request to cover crew and locomotive usage. The time expended in switching service shall be the time the locomotive and crew arrive at their duty location until the time the crew returns to their off duty location. If such service is performed on days or at hours other than prescribed scheduled operating and switching times, additional charges may be assessed and must be determined by the Marketing and Sales Manager at the time request is made.

If special switching or train service is subsequently cancelled within 24 hours of the original requested time there will be a $1,000 cancellation fee.

## (Item 6080) – Closing or Opening Doors on Cars

Loaded cars will not be moved unless all doors, hatches, outlet gate doors on covered hoppers, gates and tie-down devices are secured. Additional Intra -Terminal Switch charges will apply if any subsequent trips to the customer are necessary due to doors, etc., not being secured.

On empty or loaded cars, when it becomes necessary for the Carrier or their contractor, to close or open doors, hatches, gates, outlet gate doors on covered hoppers, or secure tie-down devices, charges will be assessed against the customer releasing said car.

This service is provided at the convenience and discretion of the Carrier.



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## (Item 6090) – Improperly Loaded Cars – (Overloaded)

When a car is overloaded (car or rail limits), the shipper will be notified and given the opportunity to take corrective action. Charges assessed include the service of weighing when done at Carrier's facility, if applicable.

*If a car is more than 1,500 lbs. above car capacity or track capacity, the applicable overweight charge for Carrier will apply.

Corrective action may include the following and charges will be at prevailing line-haul and accessorial rates.

The excess lading/product may be removed, with the remaining lading forwarded to the original billed destination, at the price from the original billed origin, on the remaining weight.

The excess lading/product may be placed in another car and both cars forwarded to the original billed destination at a price from the original billed origin to the original billed destination per car.

The entire lading/product may be transferred to another car if such transferrable results in the car being accepted for further movement with freight charges being those on the weight of the reloaded car, from original billed origin, to the original billed destination.

The excess lading/product may be placed in another car and returned to the original billed origin. The remaining lading in the original car may be forwarded to the original billed destination, at the price from the original billed origin, on the remaining weight. For that portion returned to the original billed origin, the charge will be negotiated with the participating Carriers at the time of return.



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## (Item 6100) – Dunnage and Shipping Devices or Containers

When shipments are made in shipper's racks, crates, trays, bins, etc., the return movement of the empty racks, crates, trays, bins, etc., shall be deemed as an empty movement and may be subject to a Rule 11 charge for return. See Carrier's Optional Service Catalog for application. If a car containing racks, crates, trays, bins, etc., is placed at a customer and all are removed and there is no loaded movement in connection with this car, the initial movement of this car into the customer shall be deemed as a loaded movement and line-haul charges assessed accordingly.

## (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 will be billed the freight rate plus any accessorial switching and demurrage as determined by the Marketing Manager to return car.

## (Item 6130) – Turning of Cars

At the request of the customer or when it is necessary to turn a car, in order that a car may be unloaded or loaded, a flat rate of $400 will be assessed to the appropriate party based on circumstances necessitating turning of car (unless otherwise addressed in Supplying Carriers Charge Catalogs.

Such request should be made to the Carrier Customer Service Group in writing.



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## (Item 6140) – Empty Cars Ordered – Not Loaded

If a car order is placed for empty cars for loading and the service of constructive or actual placement has been performed and the cars are subsequently released back to Carrier without being loaded and billed, a charge of $500 per car, in addition to applicable demurrage charges, will be assessed to the party ordering the equipment.

## (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 enroute but have not yet been constructively or actually placed, a charge of $150 per car will be assessed.

## (Item 6160) – Cars Provided by Foreign Railroad in Improper Condition

When an empty car furnished for loading is refused due to improper condition, the charge found in the 7006 Series, Switching and Accessorial Tariff Charge Catalog will be assessed to the foreign railroad supplying the car to the Carrier.

## (Item 6170) – Empty or Loaded Railcars Released – Not Available to Pull

When a customer releases an empty or loaded car and it is determined upon arrival that the equipment cannot be pulled by railroad as a result of conditions attributable to consignor, loader, consignee, Care-of-Party or unloader, a charge of $500 per car will be assessed in addition to all other applicable charges.

## (Item 6180) – Empty or Loaded Railcars Ordered in – Unable to Place

When a customer orders in an empty or loaded car, but cannot receive the car as a result of conditions attributable to consignor, loader, consignee, Care-of-Party or unloader, a charge of $500 per car will be assessed in addition to all other applicable charges.



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## (Item 6190) – Mileage Charges on Privately Owned Cars

The Carrier will not pay mileage charges on privately owned cars when moving from, to or via stations on the Carrier Road.

## (Item 6200) – Movement of Locomotives

Privately owned, leased or foreign line locomotives will be moved over the Carrier Road subject to a line haul charge to be determined by the Marketing and Sales Manager and is contingent on locomotive moving in regular Carrier train service. Carrier will not absorb any switching charges applicable to shipments of locomotives. Prior to moving said locomotive, contact Carrier Marketing and Sales Manager for special arrangements for this movement.

All privately owned, leased or foreign locomotives are subject to a joint inspection at interchange by both the Carrier mechanical personnel and connecting carrier mechanical personnel. Any locomotives that fail inspection will be rejected at interchange.

Carrier Road will assume no liability while moving locomotives.



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## (Item 6210) – Diversion or Re-consignment

When an order is placed with the Customer Service Center for Carrier Road by the Consignee, Consignor, or Owner of shipment, that modifies any provision or terms described below, a diversion/re-consignment charge to the party requesting change is applicable.

- Change in the name of the Consignee
- Change in the name of the Consignor
- Change in the destination
- Change in the route
- Any other instruction given by the Consignor, Consignee or Owner affecting delivery and requiring addition to or change in billing (except orders received prior to arrival of the car on the Carrier Road or after departure from Carrier Road), and additional movement of the car, or both.

If this information is received before the arrival of the car on or after departure from Carrier Road, no charge will be assessed.

Cars stopped, diverted or re-consigned under the terms of this Item are subject to demurrage provisions as described in the Midwest Region 1000 General Tariff.

Diversion or re-consignment orders will not be accepted by Carrier for cars that have already left Carrier's control.

## (Item 6215) – Changes or Corrections to Billing; from customer

If, after billing has been electronically submitted by the customer, the customer changes or corrects the billing and submits revised billing, the customer must notify Customer Service for the Carrier Road prior to making the change or immediately upon submitting the change. This is to ensure the correct information is captured and transmitted through-out the entire routing. The notification does not guarantee the revised billing can be applied to reflect the change made.

**If changes to billing are made before the car has been picked up, there will be a $75 per car administrative fee, assessed to the party requesting the change. If changes are made after the car has been picked up, it is considered a diversion as per item 6210.**

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



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## (Item 6220) – Leasing of Railroad Tracks for Storage

Carrier's tracks may be leased to customers, subject to availability and pursuant to terms and conditions of special agreements. Requests for lease of tracks must be received in writing through the Manager of Marketing and Sales stating the number of car spots requested and the estimated duration of the storage needed.

Cars placed in storage must be privately owned and free of car hire. Cars held on storage tracks will not be subject to demurrage charges.

When Carrier is requested to switch car in or out of storage by customer, a charge of $300 per switch per car will be assessed.

## (Item 6230) – Failure to Deliver Load to Supplying Carrier

When a foreign road delivers a car to the Carrier for a customer to load, and the customer fails to return the loaded car to the foreign road that supplied the car, but instead ships the loaded car via another railroad, the customer will pay a minimum of $500 per car to the Carrier plus any applicable charges that may be assessed by the foreign railroad originally supplying the car. This situation is not applicable to charges assessed in Item 6150.

## (Item 6240) – Special Car Restrictions

The handling of a car in excess of 89 feet in length, with a marked capacity greater than 210,000 pounds, in excess of Plate F dimensions or with six (6) or more axles shall be handled on a permit basis only, and special handling charges may be applied. Any requests for special clearances of high, wide or heavy equipment should be cleared through the General Manager's Office for Carrier before movement.



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# HEAVY WIDE CLEARANCE PROCEDURES
# SECTION VII



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## (Item 7100) – General Instructions

These procedures establish instructions governing the movement of shipments in excess of Plate C dimensions and/or weighing in excess of 263,000 pounds. It applies to all Subscribing Carrier railroads and affiliates.

Shipments weighing in excess of 263,000 pounds require that the route over which the load is to move be checked prior to movement to determine if the roadbed and structures have sufficient capacity to safely carry the load at the timetable speed authorized for the route.

- **Movements of standard 286,000 lb equipment, with coupled lengths greater than 45' 8 ½", on routes cleared for 286,000 lb service are exempt from this clearance requirement.**
- **Maximum weights are found in the Open & Prepay Station Listing Notes (OPSL 6000-Series)**

Shipments in excess of Plate C dimensions require that the route over which the load is to move be checked prior to movement to determine if there is sufficient horizontal and vertical clearance to pass the load.

- **Movements of standard equipment with larger plate dimension on routes cleared for those plates are exempt from this clearance requirement.**



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The Subscribing Carrier General Manager, or designee, where the excess dimension / excess weight load will originate, terminate or traverse is the point of contact for initiating all required clearance files.

In the case of the loads originating on Subscribing Carrier, the servicing road is responsible for ensuring the clearance request is generated based upon the customer's information. This clearance request must be provided to each railroad along the proposed route and the movement cannot be authorized until each clearance request is answered in the positive.

If the shipper has already established clearance procedures with another servicing road in the route, these procedures can continue to be used. The review and approval by the appropriate Subscribing Carrier Departments is still needed prior to movement.

In the case of loads terminating on or traversing over Subscribing Carrier tracks, the receiving road is responsible for processing the inbound clearance request to the appropriate Subscribing Carrier Departments. The movement cannot be accepted at interchange until the clearance is approved by the appropriate Subscribing Carrier department.

As Subscribing Carrier does not have a specific clearance department, all clearance related correspondence should be channeled through the General Manager of the Railroad to ensure proper handling by those assigned responsibility for this function.




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## (Item 7110) – Clearance Procedures

Clearance requests for movement of excess dimension / weight loads shall be initiated by completing the Subscribing Carrier Dimensional Load Clearance File Request form and submitting it the General Manager of the Railroad. A Clearance Request Form found on Page 55 of this document must be completed for each movement originating on the Subscribing Carrier property. The charge for this Clearance will be $300 for each new move to be paid by the shipper requesting the Clearance. The Clearance Request Form must be completed and approved before shipment can commence.

Once an origin/destination pair for a given movement has been cleared, subsequent movements of the same commodity, weight and dimensions can be initiated by completing the Subscribing Carrier Dimensional Load Measurement Form and submitting it to the General Manager of the Railroad.

If other than AAR approved, registered, and stenciled equipment is to be used, the clearance request shall include equipment length, truck centers, number of axles, axle spacing, wheel diameter, and any car manufacturer's restrictions on the horizontal or vertical track alignment over which the equipment must not be used.

For movement over Subscribing Carrier tracks the clearance request shall be routed internally by email for Subscribing Carrier approval as follows:

- **General Manager, or designee, for coordination and tracking.**
- **Local Roadmaster for dimensional clearance.**
- **Local Roadmaster for track ability to carry proposed movement.**
- **Director of Structures for structural ability to carry proposed movement.**
- **Local salesperson to establish market based rate before presenting to customer.**
- **Local Industry for determination if their track, structures and clearances are sufficient to handle the proposed movement. If requested, Subscribing Carrier may assist in this determination.**
- **Transportation Service Center and the appropriate dispatching center to ensure the appropriate instructions are issued to affected train crews.**



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At locations where the rail weight is less than 100#AS, the Roadmaster shall determine the appropriate speed restriction depending on the condition, timetable speed and total weight of movement.

At locations where bridge capacity is less than that required for the timetable speed permitted, the Director of Structures shall determine the appropriate speed restriction.

Additional operational restrictions against passing movements should be considered where the overall car width or overhang in curves could impact traffic on adjacent tracks.

If the load cannot be moved on the specified route, the General Manager shall be notified of the roadbed, clearance or structure condition preventing movement.

Once an approved load is ready for movement, the local Mechanical forces shall inspect the load for proper loading and restraint prior to movement. In addition, they shall verify the loaded dimensions; complete Subscribing Carrier Dimensional Load Measurement Form found on Page 55 and submit it to the General Manager.

Prior to movement, the appropriate protection notice shall be issued by the Director of Structures or his designee.

- **If Class 1 connecting partners provide mechanical inspection of exceptional loads, this inspection shall be accepted as meeting these inspection and notice requirements.**



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## (Item 7120) – Handling of Overloaded Cars

When it is determined that a car is loaded beyond its registered and stenciled capacity the cars shall not be moved until the extent of the overload is determined.

The customer shall be notified by servicing railroad that identified the overload and be given the opportunity to take corrective action.

For cars in transit that are found to be overloaded, the following actions shall govern further movement:

- **220,000 lbs Gross Rail Load Cars:**
  - **Up to 4,000 lbs. overload, the car may be moved without mechanical inspection.**
  - **Up to 10,000 lbs. overload the car may be moved if it passes mechanical inspection.**
  - **Greater than 10,000 lbs. overload (230,000 GRL) requires load reduction.**
- **263,000 lbs Gross Rail Load Cars:**
  - **Up to 4,000 lbs. overload, the car may be moved without mechanical inspection.**
  - **Up to 10,000 lbs. overload the car may be moved if it passes mechanical inspection. Speed should be reduced by one track class for the movement.**
  - **Greater than 10,000 lbs. overload (273,000 GRL) requires load reduction.**
- **286,000 lbs Gross Rail Load Cars:**
  - **Up to 1,500 lbs. overload, the car may be moved without mechanical inspection.**
  - **Greater than 1,500 lbs. overload (287,500 GRL) requires load reduction.**

In all cases the local Sales Manager and Marketing Representative shall be notified of overload condition as the above only covers acceptance criteria involving car, track and structures and does not take into account pricing issues.



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## (Item 7130) – Clearance Restrictions

As a common point of reference, The Midwest Region General Tariff 1000 Series and the Timetable for each Subscribing Carrier property shall contain its published weight limit and clearance information. This information can be published at the railroad or subdivision level.

- **Where this information is not published in the Timetable, this clearance policy and its appendices are the source document for line clearance.**

Weight limits published in excess of 263,000 lbs must be justified by one of the following source documents as approved by the Director of Structures:

- **A current bridge rating demonstrating capacity sufficient for the intended car weights for each of the structures on the route.**
- **A copy of the predecessor railroad's bridge roster that contains bridge rating information demonstrating capacity sufficient for the intended car weights at the time of transfer.**
- **A copy of the predecessor railroad's timetable or tariff information showing the route clearance at the time of transfer.**

Lines cleared for 263,000 cars shall include the minimum car length shall not be less than 43' 0".

Lines cleared for 286,000 cars shall include the minimum car length shall not be less than 45' 8 ½".



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## (Item 7140) – Clearance Contact Information

Any questions pertaining to Subscribing Carrier's Clearance Procedures shall be forwarded to the General Manager of the Railroad.



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# Dimensional Load Measurement Form

(Subject to charges as per General Tariff 1000 Section VII, Item 7110

Send the completed form to the General Manager of the Railroad

| **Rail Origin** | | **Rail Destination** | |
|---|---|---|---|
| Shipper: | | Consignee: | |
| Address: | | Address: | |
| City - Prov/State: | | City - Prov/State: | |
| Rail Carrier: | | Rail Carrier: | |
| Track Number: | | Track Number: | |

| **Clearance Files** | | **Product:** | |
|---|---|---|---|
| Origin: | | Item Description: | |
| Destination: | | Overall Length: | _____ Feet _____ Inches |
| Handling Road: | | Overall Width: | _____ Feet _____ Inches |
| Handling Road: | | Overall Height: | _____ Feet _____ Inches |
| Handling Road: | | Net Weight: | |
| Handling Road: | | Center of Gravity: | |
| Handling Road: | | Bolstered Load: | Yes / No |

**Car Details**

| | Car Number | Car Purpose | | Overhang Type | | Idler Purpose | | Overhang Length * |
|---|---|---|---|---|---|---|---|---|
| Car #1: | | Load | Idler | Single | Double | Weight | Overhang | |
| Car #2: | | Load | Idler | Single | Double | Weight | Overhang | |
| Car #3: | | Load | Idler | Single | Double | Weight | Overhang | |
| Car #4: | | Load | Idler | Single | Double | Weight | Overhang | |
| Car #5: | | Load | Idler | Single | Double | Weight | Overhang | |
| Car #6: | | Load | Idler | Single | Double | Weight | Overhang | |
| Car #7: | | Load | Idler | Single | Double | Weight | Overhang | |
| Car #8: | | Load | Idler | Single | Double | Weight | Overhang | |
| Car #9: | | Load | Idler | Single | Double | Weight | Overhang | |
| Car #10: | | Load | Idler | Single | Double | Weight | Overhang | |
| Car #11: | | Load | Idler | Single | Double | Weight | Overhang | |
| Car #12: | | Load | Idler | Single | Double | Weight | Overhang | |
| Car #13: | | Load | Idler | Single | Double | Weight | Overhang | |
| Car #14: | | Load | Idler | Single | Double | Weight | Overhang | |
| Car #15: | | Load | Idler | Single | Double | Weight | Overhang | |
| Car #16: | | Load | Idler | Single | Double | Weight | Overhang | |

* From Truck Center

**Car Number:**

**Additional Dimensional Information - Widths at Specific Heights ****

| Width: | ft | in | At this height ATR: | ft | in | <= Car Floor |
|---|---|---|---|---|---|---|
| Width: | ft | in | At this height ATR: | ft | in | |
| Width: | ft | in | At this height ATR: | ft | in | |
| Width: | ft | in | At this height ATR: | ft | in | |
| Width: | ft | in | At this height ATR: | ft | in | |
| Width: | ft | in | At this height ATR: | ft | in | |
| Width: | ft | in | At this height ATR: | ft | in | |
| Width: | ft | in | At this height ATR: | ft | in | |
| Width: | ft | in | At this height ATR: | ft | in | |
| Width: | ft | in | At this height ATR: | ft | in | |

** Where the loaded dimensions vary between cars, complete a new form for each load.

**Comments**

| Inspected / Measured By | Signature | Date |
|---|---|---|



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# Dimensional Load Clearance Request Form

Subject to charges as per GENERAL TARIFF 1000 Section VII, Item 7110

**Contact Information - Requestor**

| | | | |
|---|---|---|---|
| Requestor Name: | | Phone Number: | |
| Company Name: | | Fax Number: | |
| Address: | | Email Address: | |
| City - Prov/State: | | Postal Code/ZIP: | |

| **Rail Origin** | | **Rail Destination** | |
|---|---|---|---|
| Shipper: | | Consignee: | |
| Address: | | Address: | |
| City - Prov/State: | | City - Prov/State: | |
| Rail Carrier: | | Rail Carrier: | |
| Track Number: | | Track Number: | |

| | | | |
|---|---|---|---|
| **Proposed Ship Date** | | **Single or Bolstered Load** | |
| **Requested Car Type** | | **Idler Car Type** | |

**If Multiple Cars - provide additional information on separate sheet.**

| **Manufacturer** | | **Product** | |
|---|---|---|---|
| Company Name: | | Item Description: | |
| Location: | | General Shape: | |

**On the Ground Dimensions** (including protrusions)

| Overall Length | Overall Width | Overall Height |
|---|---|---|
| ft in | ft in | ft in |

| | |
|---|---|
| **Center of Gravity ATR** | in |
| **Product Net Weight** | lbs |
| **Weight of Ballast** | lbs |

**Additional Dimensional Information - Widths at Specific Heights**

| | | | |
|---|---|---|---|
| Width: | ft in | At this height ATR: | ft in |
| Width: | ft in | At this height ATR: | ft in |
| Width: | ft in | At this height ATR: | ft in |
| Width: | ft in | At this height ATR: | ft in |
| Width: | ft in | At this height ATR: | ft in |
| Width: | ft in | At this height ATR: | ft in |
| Width: | ft in | At this height ATR: | ft in |
| Width: | ft in | At this height ATR: | ft in |
| Width: | ft in | At this height ATR: | ft in |
| Width: | ft in | At this height ATR: | ft in |

**If your shipment width is greater than 12' wide, is a vessel with various protrusions, and loaded on saddles or bolsters, please provide a detailed shipping diagram with your clearance request.**

**Comments**

By submitting this request, I accept the charges for preparing this pre-clearance file, as per tariff 1000 Section VII, Item 1900.

| | | |
|---|---|---|
| Signature | Company | Date |

**Internal Processing**

| | | **Route Clearance** | | | |
|---|---|---|---|---|---|
| **Clearance File Number** | | | | | |
| **Commodity / STCC** | | Road: | | Cleared: | |
| **Proposed Route** | | Road: | | Cleared: | |
| **Proposed Car Number** | | Road: | | Cleared: | |
| **Number of Axles** | | Road: | | Cleared: | |
| **Car Tare Weight** | | Road: | | Cleared: | |
| **Gross Weight on Rail** | | Road: | | Cleared: | |



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