Livonia, Avon & Lakeville Railroad Corporation
B&H Rail Corp.
Ontario Midland Rail Corp.
Western New York & Pennsylvania Railroad Corporation

(Participating Railroads in Tariff)

Livonia, Avon & Lakeville Railroad Corporation

B&H Rail Corp.

Western New York & Pennsylvania Railroad Corporation

Ontario Midland Railroad Corp.

- ACCESSORIAL SERVICES -
- DEMURRAGE & STORAGE -
- GENERAL RULES & CONDITIONS OF CARRIAGE –

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This tariff supersedes and replaces in its entirety the prior LAL 8100 series.

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

Item 5 Participating Railroads

Four railroads participate in this tariff:

- Livonia, Avon & Lakeville Railroad Corporation (LAL)
- B&H Rail Corp. (BH)
- Western New York & Pennsylvania Railroad Corporation (WNYP)
- Ontario Midland Rail Corp. (OMID)

For purposes of clarity and simplicity, these railroads are hereinafter collectively referred to as "Railroads."

"Railroads" reserve the right to review and update the public tariff when appropriate and without prior notification.

The provisions and charges outlined in this tariff are subject to modification at the discretion of the Railroads.

Rates and rules are subject to change. Customers should always refer to the most current version of the tariff.

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

Railroads shall not be responsible for any loss or damage arising from the lack 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 Railroads.

Item 120 Bills of Lading for Radioactive Shipments

Bills of Lading for radioactive shipments must be received by 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 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 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 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 Railroads shall have no liability for delivering a shipment to the consignee listed in the bill of lading in such circumstances.

Order/Notify "service, which is a process where a shipment is held until the receiver provides special authorization or the original paperwork.

If you send shipping instructions marked as "Order/Notify," the railroad will ignore them and handle the shipment as a standard delivery (a "straight bill of lading"). Any request for the railroad to hold a shipment until getting approval from the shipper or another party is void and will be disregarded.

The shipment will be delivered directly to the person or company listed as the consignee on the paperwork, and the railroad will not be held responsible for any issues that result from following this policy.

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, 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 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 Railroads in a clean condition.

D. Notification by consignee that equipment is unloaded and released must be made in writing (facsimile or email), in which case to the 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 Railroads:

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

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 Railroads does not constitute the extension of credit to shipper or to the party responsible for payment of freight charges (payor). To apply for and establish credit with Railroads, or to make arrangements for electronic transfer and payment of charges, customers must complete a credit application by contacting:

   ap@lalrr.com
   Marketing@lalrr.com

2. Completed Credit Applications should be sent to:

   LAL: ap@lalrr.com
   BH: ap@bhrailrr.com
   WNYP: ap@wnyprr.com
   OMID: ap@ontariomidland.com

3. For wire transfer instructions, contact:

   LAL: ap@lalrr.com
   BH: ap@bhrailrr.com
   WNYP: ap@wnyprr.com
   OMID: ap@ontariomidland.com

4. Railroads reserve the right to approve credit and the level of credit, or not approve credit, for each application received. Credit approval may take up to fifteen work days. Customers should plan accordingly.

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

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

7. 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 Railroads before the cars will be delivered.

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

B. Payment Terms

When credit has been approved or extended, payment terms for freight charges invoiced by Railroads are net-fifteen (15) days, unless otherwise stated. Accessorial charges are net thirty (30) days from the date of the invoice, unless otherwise stated.

When an invoice is thirty (30) days past due, Railroads may assess a finance charge on charges that are not received by Railroads when due. The finance charge shall be one and one-half percent (1.5%) per month on the unpaid past due balance, or the maximum amount permitted by applicable law, whichever is less.

The finance charge will not apply against disputed charges that are timely disputed in writing and later found by Railroads to have been billed incorrectly. Finance charges may, however, be assessed if the undisputed portion of an invoice, or a corrected invoice, is not paid within the applicable payment terms.

C. Movement of car prior to credit approval

For shipments originating or terminating on Railroads, shippers or payors who have not applied for and

received credit approval by 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.

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

Railroads may charge an additional $75 / 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 to establish a higher credit limit, contact should be made with 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 the respective Railroad at:

   LAL: ap@lalrr.com
   BH: ap@bhrailrr.com
   WNYP: ap@wnyprr.com
   OMID: ap@ontariomidland.com

2. 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 Railroads within the stated payment terms the undisputed amount of the invoice. Shipper or payor shall also notify 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

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. 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, Railroads reserve the right to invoice customers for all reasonable charges related to collection, including but not limited to finance charges, interest, attorney fees, investigation fees, research fees, court costs, and the cost of litigation.

Item 215 Security Deposits for Payment of Demurrage or Storage

A. A security deposit to ensure 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 $200 per car to be delivered.

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

E. Railroads reserve the right to withhold service to any company that does not comply with the terms of this Item.

Item 225 Interchange Error

A car received in error or without forwarding instruction from the delivering railroad, or a car which has not been ordered for loading by the Railroads or by a customer served by the Railroads, will be handled in accordance with AAR Car Service Rule 7, and is subject to an "Interchange Error" charge for returning car to delivering railroad or forwarding car to proper railroad within the same switching terminal. Charge for this service will be assessed against the delivering railroad.

Interchange Error	$500 per car

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 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 RailConnect or otherwise received in writing (facsimile or email), 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 Railroads’ Customer Service Center, and must be made by one of the following means only:

- Rail Connect (e-BOL electronic bill of lading)
- EDI (electronic data interchange)
- Facsimile
- e-mail

G. If 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 a switch is made.

H. No allowance will be made for the bunching of inbound cars at interchange, since 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 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 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 Railroads or the consignee if the shipment is destined to a customer located on Railroads.

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

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.

Item 260 Demurrage Free Time and Charges:

All Cars Placed for Loading or Unloading

Free Time

Customers located on Railroads are entitled to forty-eight (48) hours of "free time" within which to release cars back to the Railroads, 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 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 Rail Connect 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, FW, RP or FPL) 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	$100

[3] Loaded or empty Refrigerated Boxcars with mechanical designation RP or FPL 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	$75

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, loaded 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 Railroads.

C. All private cars consigned to Railroads 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 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 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 Railroads 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 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 Railroads' Customer Service Center, and must be made by one of the following means only:

- Rail Connect (e-BOL electronic bill of lading)
- EDI (electronic data interchange)
- Facsimile
- e-mail

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 Railroads' Customers

If capacity at the customary holding point is exceeded for any reason, 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	$150 per car, each way

Item 295 Storage Charges: (cars meet all of the following criteria)

Private, Loaded or Empty Non-hazardous Cars Held on Railroad Tracks

A. For Inbound Loads or Empties:

Storage charges begin 48 hours from the next 12:01 a.m. (0001 hours) following arrival at serving rail yard or other holding point as designated by Railroads.

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

B. For Outbound Loads or Empties:

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 / Empty	48 hours from next 12:01 am following arrival at serving yard	$30
Outbound Load / Empty	none	$30

Item 300 Storage Charges: (cars meet all of the following criteria)

Private, Loaded or Empty Hazardous Cars Held on Railroad Tracks (Excluding Elevated Temperature Cars with STCC's 4960146; 4961605; 4961614 & 4961620)

A. For Inbound Loads or Empties:

Storage charges begin 48 hours from the next 12:01 a.m. (0001 hours) following arrival at serving rail yard or other holding point as designated by Railroads.

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

B. For Outbound Loads or Empties:

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 Hazardous Load / Empty*	48 hours from next 12:01 am following arrival at serving yard	$150
Outbound Hazardous Load / Empty*	none	$150

***Excludes elevated temperature cars with STCC's 4960146; 4961605; 4961614 & 4961620. Shipments moving under these STCC's are subject to storage charges as outlined in Item 295.**

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 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, 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 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.

Part 3. Accessorial Services and Miscellaneous Charges

Item 350 Diversion and Reconsignment

Diversion and Reconsignment refers to changing the plan for a railcar after it has already started its journey. This includes:

- Changing the car's final destination or route.
- Making a change to the billing information.
- Requesting an additional move.

This rule only applies to a car that is in transit—meaning it has left its origin point but has not yet arrived at the destination yard. Making this type of change will result in a fee.

Returning Empty Cars Normally, after a car is unloaded, you can send the empty car back on a different route without paying a diversion fee. To do this, you must provide complete and accurate billing instructions for the new route *before* you release the empty car back to the railroad.

- Important Note: There is an exception. If the railroad is only providing a local "switching" service (not a long-distance "line haul"), the empty car must be returned to the connecting railroad at the exact same interchange point where it was received. If you try to return it via a different point, it will be treated as a new move and will be subject to freight charges.

(Note: When 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.)

A. 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 Railroads’ Customer Service Department in time to permit the change to be accomplished before placement of car at final destination.

B. If a diversion or reconsignment order is received before a car has left the origin point named on the bill of lading, and 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.

C. 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.

D. Cars held for diversion or reconsignment pending forwarding instructions are subject to a “Car Held for Billing” charge (see Item 410).

E. 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.

F. 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.

G. 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, Railroads will direct the requesting party to contact the connecting railroad to which the car was delivered, at which time the responsibility of the 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 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.

H. 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.....$275 per order

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: Moving a car from one spot to another within the *same* industrial facility also referred to as 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: Moving a car from one facility to a *different* facility or track within the same railroad terminal area. This includes moving a car out of a storage location/yard to your facility for unloading or loading. A switching movement (other than intra-plant) between industries, sidings or tracks located on Railroads within the switching limits of one station or industrial switching terminal.

Charges:

[1] Intra-Plant Switching .....$150 per car

[2] Intra-Terminal Switching .....$275 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 routinely 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

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

A. If after billing has been submitted, a customer notifies the 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 Railroads and the actual amount of that fine exceeds $50, 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 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).....$100 per waybill

[2] Changed or Corrected Billing (hazardous):.....$110 per waybill

[3] Changed or Corrected Billing (multi-car):.....$125 per waybill

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Item 410 Cars Moved from Loading Tracks and Held Awaiting Billing or Forwarding Instructions

A. It is Railroads' policy NOT to pull cars without complete billing from the customer; however, when exceptions are made, and when on shipper's request a car is moved from industry or team tracks and held on a 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 pulled without complete billing.

Charge:

Car Held for Billing $100 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 overloaded by more than one percent (1%) 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 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 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 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 Railroads to another carrier and connecting carrier discovers the car to be overloaded / improperly loaded and subsequently assesses a charge against 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 and possible 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 (Also applies to moving a car that the excess lading was transferred into)	$750 per car

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] 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 Railroads’ Customer Service Center at:

LAL: customerservice@lalrr.com
BH: customerservice@bhrailrr.com
WNYP: customerservice@wnyprr.com
OMID: customerservice@ontariomidland.com
Phone: 585-270-7940
Fax: 716-708-1358

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 Railroads and will not apply when request for clearance originates with another railroad for an interline shipment involving 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	$500 per car

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

A. If a train crew of 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. 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 the 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 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. Railroads may restrict or modify a request for special train service.

C. "Regularly scheduled" service is defined at the sole discretion of 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 three (3) hours of the crew's scheduled start time, then charges will apply.

Charges:

[1] Special train service when the train crew IS provided for the exclusive use of the requesting customer, up to eight (8) hours $2,000 per event

[2] Cancellation of special train service.....$250 per event

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

Storage of cars containing toxic or poisonous inhalation hazards (TIH or PIH) on 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, 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 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 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 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.

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

Foreign Car: A railroad-controlled car bearing marks other than those of Railroads.

Forwarding Instructions: A bill of lading or other written shipping instructions given to 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 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 Railroads or upon property owned or leased by the industry.

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

Intra-Plant Switching: Moving a car from one spot to another within the *same* industrial facility also referred to as 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: Moving a car from one facility to a *different* facility or track within the same railroad terminal area. This includes moving a car out of a storage location/yard to your facility for unloading or loading. A switching movement (other than intra-plant) between industries, sidings or tracks located on Railroads within the switching limits of one station or industrial switching terminal.

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

mechanical designation: FD, FM, FW, RP or FPL) Here's a breakdown of each:

- **FD: Depressed Center Flat**
    - This is a flat car of special construction where the central portion of the floor is depressed (lowered) between the trucks. This design provides extra vertical clearance for tall or oversized commodities that wouldn't otherwise fit under bridges or through tunnels.
- **FM: Ordinary Flat Car for General Service**
    - This is a standard flat car with a flat floor laid over the sills, and typically without sides or ends. It's designed for general cargo that can be loaded from the top or sides and secured to the car's deck.
- **FW: Flat Well-Hole Car**
    - This is a flat car that features a "well-hole" or opening in the middle of its floor. This design allows very tall or wide lading, such as large pieces of machinery or plate glass, to be dropped down into the well to meet clearance limits.
- **RP: Mechanical Refrigerator Car**
    - This is an insulated house car (similar to a boxcar) equipped with a mechanical refrigeration unit. This apparatus provides protection against heat and/or cold, maintaining a specific temperature for perishable goods. The power for this refrigeration is typically generated on board the car itself, not from the car's axle.
- **FPL: (Likely a subtype or older designation of an RP)**
    - While "RP" is the primary mechanical refrigerator car designation, "FPL" isn't a widely recognized primary AAR designation in the same vein as the others. It's possible it's an older or specialized designation that has been superseded, or perhaps a regional variation. Some sources indicate it might be related to certain types of refrigerated boxcars, but "RP" is the more common and general term for a mechanical reefer. If seen, it's likely referring to a type of refrigerated car.

Railroads: Four railroads participating in this tariff.

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 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.

Public Delivery Track: Any track open to the general public for loading or unloading. Also called “Team Track.”

Rail Connect: The on-line, customer interface tool furnished to all Railroads’ customers for inputting their service requests and managing their rail business.

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.)

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

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

Also refers to holding a private car at no charge under other, specific circumstances. See Item 275 for applications of the term "storage."

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

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

Team Track: A track assigned by Railroads for use by the general public. Also called "Public Delivery Track."

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
ASLRRA	American Short Line and Regional Railroad Association
BH	B&H Rail Corp.
BOE	Bureau of Explosives
CFR	Code of Federal Regulations
DOT	Department of Transportation
EDI	Electronic Data Interchange
FRA	Federal Railroad Administration
FSAC	Freight Station Accounting Code
LAL	Livonia, Avon & Lakeville Railroad Corporation
MPS	Mechanical Protective Service
OMID	Ontario Midland Rail Corp.
OPSL	Official Railroad Station List
RER	Official Railway Equipment Register
RIC	RAILINC
RPS	Railroad Publication Services
STB	Surface Transportation Board
STCC	Standard Transportation Commodity Code
TIH / PIH	Toxic / Poisonous Inhalation Hazard
UFC	Uniform Freight Classification
WNYP	Western New York & Pennsylvania Railroad LLC

Quick Reference Table of Charges

Service / Charge	Item #	Cost
Demurrage & Storage		
Daily Demurrage (Standard Cars)	260	$65 per day
Daily Demurrage (Refrigerated Cars - RP, FPL)	260	$75 per day
Daily Demurrage (Flat Cars - FD, FM, FW)	260	$100 per day
Daily Storage (Private Non-Hazardous Cars)	295	$30 per day
Daily Storage (Private Hazardous Cars)	300	$150 per day
Moving Excess Empty Cars from Yard	285	$150 per car, each way
Switching & Movement		
Intra-Plant Switching (within one facility)	360	$150 per car
Intra-Terminal Switching (between facilities)	360	$275 per car
Interchange Error (Returning a misdelivered car)	225	$500 per car
Special Handling & Requests		
Diversion or Reconsignment (Change destination)	350	$275 per order
Turning a Car (e.g., at a wye track)	445	$500 per car
Ordering Empty by Specific Car Number	370	$40 per car
Penalties & Administrative Fees		
Unable to Spot TIH/PIH Car Penalty	535	$1,000 per car, per day
Overloaded Car (Returned to origin)	430	$750 per car
Overloaded Car (Moved within the same station)	430	$500 per car
Overloaded Car (No movement needed)	430	$300 per car
Car Held for Billing Instructions	410	$100 per car
Waiting Delay (Crew must wait for customer)	490	$150 per occurrence
Return Service (Next scheduled day)	490	$250 per occurrence
Return Service (Before the next scheduled day)	490	$500 per occurrence
Security Deposit (For non-credit customers)	215	$200 per car
Moving Car Prior to Credit Approval	200	$75 per car
Exceeding Credit Limit Fee	200	10% of each freight invoice over the limit
Corrected Billing (Non-Hazardous)	405	$100 per waybill
Corrected Billing (Hazardous)	405	$110 per waybill
Corrected Billing (Multi-Car)	405	$125 per waybill
Special & Clearance Trains		
Special Train Service (up to 8 hours)	520	$2,000 per event
Special Train Service Cancellation	520	$250 per event
Clearance Request Processing	440	$250 per request

-- End of Tariff ---