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233700  
233701

January 18, 2013

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

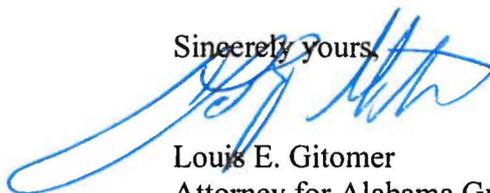
ENTERED  
Office of Proceedings  
January 18, 2013  
Part of  
Public Record

**RE: Finance Docket No. 35517, *CF Industries, Inc. v. Indiana & Ohio Railway Company, Point Comfort and Northern Railway Company, and Michigan Shore Railroad, Inc.***  
**Docket No. 42129, *American Chemistry Council, The Chlorine Institute, Inc., The Fertilizer Institute, and PPG Industries, Inc. v. Alabama Gulf Coast Railway LLC and RailAmerica, Inc.***

Dear Ms. Brown:

Respondents and Defendants are e-filing the enclosed is the Motion. Thank you for your assistance. Please contact me if you have any questions.

Sincerely yours,



Louis E. Gitomer  
Attorney for Alabama Gulf Coast Railway LLC  
RailAmerica, Inc., Indiana & Ohio Railway Company,  
Point Comfort and Northern Railway Company, and  
Michigan Shore Railroad, Inc.

Enclosure

BEFORE THE  
SURFACE TRANSPORTATION BOARD

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STB Finance Docket No. 35517

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CF INDUSTRIES, INC.  
v.  
INDIANA & OHIO RAILWAY COMPANY, POINT COMFORT AND NORTHERN  
RAILWAY COMPANY, AND MICHIGAN SHORE RAILROAD, INC.

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Docket No. 42129

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AMERICAN CHEMISTRY COUNCIL, THE CHLORINE INSTITUTE, INC., THE  
FERTILIZER INSTITUTE, AND PPG INDUSTRIES, INC.  
v.  
ALABAMA GULF COAST RAILWAY LLC AND RAILAMERICA, INC.

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**MOTION**

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LLC, INDIANA & OHIO RAILWAY  
COMPANY, POINT COMFORT AND  
NORTHERN RAILWAY COMPANY,  
AND MICHIGAN SHORE RAILROAD,  
INC.

Dated: January 18, 2013

BEFORE THE  
SURFACE TRANSPORTATION BOARD

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STB Finance Docket No. 35517

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CF INDUSTRIES, INC.  
v.  
INDIANA & OHIO RAILWAY COMPANY, POINT COMFORT AND NORTHERN  
RAILWAY COMPANY, AND MICHIGAN SHORE RAILROAD, INC.

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Docket No. 42129

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AMERICAN CHEMISTRY COUNCIL, THE CHLORINE INSTITUTE, INC., THE  
FERTILIZER INSTITUTE, AND PPG INDUSTRIES, INC.

v.  
ALABAMA GULF COAST RAILWAY LLC AND RAILAMERICA, INC.

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**MOTION**

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RailAmerica, Inc. (“RailAmerica”), Alabama Gulf Coast Railway LLC (“AGR”), Indiana & Ohio Railway Company (“IORY”), Point Comfort and Northern Railway Company (“PCN”), and Mid-Michigan Railroad, Inc. (“MMRR”) file this Motion to advise the Surface Transportation Board (the “Board”) of certain actions that they have taken affecting the status of these proceedings, requesting the Board to hold these proceedings in abeyance, and to dismiss these proceedings as moot.

AGR, IORY, PCN, and MMRR, along with the Huron and Eastern Railway Company, Inc. (“HESR”), Indiana Southern Railroad, LLC (“ISRR”), New England Central Railroad, Inc. (“NECR”), and Toledo, Peoria and Western Railway Corporation (“TP&W” and collectively the “Railroads”) have amended their Toxic Inhalation Hazards and Poison Inhalation Hazards

(“TIH-PIH”) tariffs (copies of the amended tariffs are attached in Appendix A) to eliminate the requirements that (1) all TIH-PIH commodities be moved in priority train service and (2) no more than 3 loaded cars containing TIH-PIH commodities will be transported in the same train.<sup>1</sup>

## BACKGROUND

In Docket No. NOR 42129, the American Chemical Council (“ACC”), The Chlorine Institute, Inc. (“CII”), The Fertilizer Institute (“FI”), and PPG Industries, Inc. (“PPG”) (collectively “Complainants”) filed a complaint on April 15, 2011 alleging that AGR and RailAmerica were engaging in an unreasonable practice and violating the common carrier obligation (the “Complaint”).<sup>2</sup> On April 19, 2011, Complainants filed a Motion for Injunctive Relief.<sup>3</sup>

In Docket No. FD 35517, CF Industries, Inc. (“CFI”) filed a petition for declaratory order on May 17, 2011, requesting that the Board declare invalid and unenforceable certain tariffs addressing the movement of TIH-PIH materials issued by IORY, PCN, and MMRR (the “DeclaratoryOrderProceeding”).

The Board decided to institute the Declaratory Order Proceeding in Docket No. FD 35517 to address the issues raised in both proceedings in a single proceeding and to hold the complaint in Docket No. NOR 42129 in abeyance.<sup>4</sup>

After development of a complete record, the Board decided that the challenge to the notification requirement in the then effective tariffs was moot and that the operation of trains at

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<sup>1</sup> MMRR’s tariff expired on May 5, 2012 and has not been renewed. Therefore, it is not being amended.

<sup>2</sup> Arkema, Inc. filed a Petition for Leave to Intervene on June 13, 2011, which the Board held in abeyance. *American Chemistry Council, The Chlorine Institute, Inc., The Fertilizer Institute, and PPG Industries, Inc. v. Alabama Gulf Coast Railway and RailAmerica, Inc.*, Docket No. NOR 42129 (served September 30, 2011) (“September 2011”).

<sup>3</sup> The Board denied the Motion for Injunctive Relief. *American Chemistry Council, The Chlorine Institute, Inc., The Fertilizer Institute, and PPG Industries, Inc. v. Alabama Gulf Coast Railway and RailAmerica, Inc.*, Docket No. NOR 42129 (served May 4, 2012).

<sup>4</sup> See, *September 2011*.

an appropriate speed was reasonable.<sup>5</sup> The Board requested comment by January 28, 2013 from the Federal Railroad Administration (“FRA”), the Pipeline and Hazardous Materials Safety Administration (“PHMSA”), and the Transportation Security Administration (“TSA”) as to the net benefit and detriment of priority train service and the three-car limit.<sup>6</sup>

On December 28, 2012, Genesee & Wyoming Inc. (“GWI”) acquired control of RailAmerica and its subsidiary railroads, which includes the Railroads.<sup>7</sup> The handling of TIH-PIH by GWI’s railroad subsidiaries does not require the use of priority trains or limit the number of TIH-PIH cars to three per train. In order to standardize practices among its railroad subsidiaries, GWI has directed its subsidiary railroads to eliminate the requirements (1) of using priority trains to handle TIH-PIH and (2) of limiting trains with TIH-PIH cars to three cars per train. As a result of this directive, the tariffs in Appendix A have been published and will become effective on February 7, 2013.

## ARGUMENT

The Railroads are notifying the Board that they have amended the TIH-PIH tariffs to eliminate the requirements that (1) all TIH-PIH commodities be moved in priority train service and (2) no more than three loaded cars containing TIH-PIH commodities will be transported in the same train. The Board sought comment from the FRA, PHMSA, and TSA on the priority train requirement and three car limit in the *November 2012* decision. The priority train requirement and three car limit were the only issues remaining in the Declaratory Order Proceeding.

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<sup>5</sup> *CF Industries, Inc. v. Indiana & Ohio Railway, Point Comfort and Northern Railway, and The Michigan Shore Railroad—Petition for Declaratory Order*, Docket No. FD 35517, slip op. at 3-4 (served November 28, 2012) (“*November 2012*”).

<sup>6</sup> *Id.* at 4-6.

<sup>7</sup> *Genesee & Wyoming Inc.-Control-RailAmerica, Inc., et al.*, Docket No. FD 35654 (served December 20, 2012).

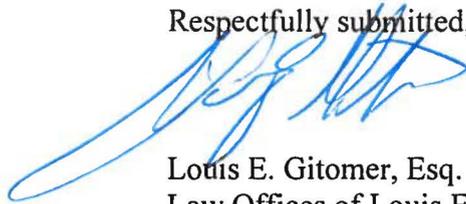
In the *November 2012* decision, the Board concluded that the notice issue was moot because the Railroads had amended the tariffs to remove the objectionable part of the notification requirement. *Id.* at 3. The Board's conclusion that the notice issue was moot was based on the Railroads amendment of the TIH-PIH tariff to eliminate the requirement that shippers notify the railroad of the date the railroad would be required to take possession of the TIH-PIH shipment. Based on the Board's ruling in the *November 2012* decision, the Railroads contend that amending the provisions of the TIH-PIH tariffs to eliminate the priority train requirement and the three car limit, which are the two remaining open issues, render the Declaratory Order Proceeding moot. The Railroads respectfully request the Board to dismiss the Declaratory Order Proceeding as moot.

The Railroads recognize that the Board has requested FRA, PHMSA, and TSA to comment on the benefits and detriments of the priority train requirement and the three car limit by January 28, 2013. The Railroads contend that comments from FRA, PHMSA, and TSA are not necessary at this time because the amendment to the tariffs renders the issues moot. Therefore, the Railroads also request that the Board hold the Declaratory Order Proceeding in abeyance and postpone the date for FRA, PHMSA, and TSA to file comments until such time as other parties have had an opportunity to respond to this Motion.

## CONCLUSION

The Railroads have notified the Board that they have amended the TIH-PIH tariffs to eliminate the requirements that (1) all TIH-PIH commodities be moved in priority train service and (2) no more than 3 loaded cars containing TIH-PIH commodities will be transported in the same train. The Railroads respectfully request the Board to hold this proceeding in abeyance and postpone the date for FRA, PHMSA, and TSA to file comments. The Railroads respectfully request the Board to dismiss the Declaratory Order Proceeding and Complaint as moot.

Respectfully submitted,



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LLC, INDIANA & OHIO RAILWAY  
COMPANY, POINT COMFORT AND  
NORTHERN RAILWAY COMPANY,  
AND MICHIGAN SHORE RAILROAD,  
INC.

Dated: January 18, 2013

## CERTIFICATE OF SERVICE

I hereby certify that on this date a copy of the foregoing document was served

electronically on

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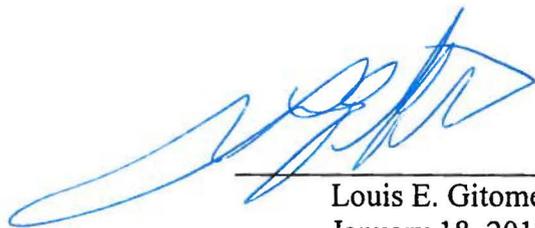
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Louis E. Gitomer  
January 18, 2013

APPENDIX A – AMENDED TARIFFS



*a Genesee & Wyoming Company*

## **AGR TARIFF 0900-X**

**ORIGINALLY EFFECTIVE:**

**EXPIRES:**

**COMMODITIES:** All TIH-PIH Commodities as defined by AAR Circular No. OT-55 Series

**ORIGIN:** All stations served by the AGR

**DESTINATION:** All stations served by the AGR

**ROUTE:** AGR only, rule 11 applies

**ITEM 1000 – GENERAL RULES:**

- A. Not subject to Rule 24 of tariff STB-UFC-6000 Series. Any services not covered by the charges in this document are subject to the rules and provisions of the 6006-series, & 6007-series Charge Catalogs. This Rate Authority can be cancelled upon 20 days notice. Reverse application applies only on rejected shipments moving back toward original origin via reverse route. Each shipment hereunder shall be tendered to Carriers on a Uniform Straight Bill of Lading. AGR-T-0900-series must be shown on all bills of lading tendered for shipment. Except when specifically provided herein, rates do not include switching charges at origin or destination. Shipments shall be billed accounting Rule 11.
- B. Upon tender of a car or cars containing TIH-PIH to a rail carrier for delivery to AGR in interchange for delivery to the receiver or directly to AGR, the shipper shall give notice of the shipment to AGR by providing AGR a copy of the Notice attached as Appendix A hereto. The Notice must be completely filled out and tendered to AGR by the instructions specified on the bottom of Appendix A. AGR shall use the Notice to track the car in order to be able to comply with the regulatory requirements once the car or cars arrive for interchange to AGR. AGR will notify the recipient of the arrival of the car or cars and the estimated time of delivery.

**ITEM 1001 – PROCEDURE ON DELIVERY AND PLACEMENT OF CARS:**

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

If a receiver or receiving location is unable to accept a TIH-PIH commodity carload when it is first tendered after notice and available for delivery, and AGR 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 or cars are placed at the billed destination.

**ITEM 1003 – PROCEDURE ON UNSAFE OR IMPROPERLY LOADED CARS:**

When a car is deemed unsafe based on the criteria below or for failure to comply with 49 CFR 174.3, 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 AGR for which shipping instructions were not regulatory compliant.

**ITEM 1005 – PROCEDURE ON ANY MAJOR ADJUSTMENT FOR TIH-PIH CARS:**

When AGR provides any of the following tasks to a TIH-PIH car or cars, 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.

**ITEM 1007 – PROCEDURE ON UNSAFE CONDITION AT CUSTOMER FACILITY:**

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

- A CONDITION OR PRACTICE LIKELY TO CAUSE: PERMANENT DISABILITY; LOSS OF LIFE OR BODY PART; EXTENSIVE LOSS OF STRUCTURE, EQUIPMENT OR MATERIAL; OR REPEATED/OR MULTIPLE UNRESOLVED CONDITIONS OR PRACTICES THAT MAY HAVE A SAFE WORK-AROUND.

**ITEM 1009 – LOSS OR DAMAGE:**

No claim for physical loss or damage to any one shipment transported hereunder shall be made or filed by receiver for amounts of \$250.00 or less. Any claims should be filed with the destination AGR.

**ITEM 1011 – FUEL SURCHARGE:**

Shipments are subject to AGR 9002 Fuel Surcharge program.

**ITEM 1013 – RATE:**

Notwithstanding any other rate provisions for transportation of a TIH-PIH car on AGR, the rate shall be:

- \$5,000 Per Car

**APPENDIX A**

**NOTICE OF SHIPMENT OF TIH-PIH**

 <p><small>a Genesee &amp; Wyoming Company</small></p>	<b>TIH/PIH COMMODITY TRANSPORTATION NOTICE</b>		
	COMPANY PROVIDING NOTICE:		
COMMODITY NAME:			
<b>MOVEMENT INFORMATION</b>			
ORIGIN RAIL STATION:	ORIGIN RAILROAD:	COMPLETE RAIL ROUTE:	
DESTINATION RAIL STATION:	DESTINATION RAILROAD:	ORIGIN STATION ON AGR:	DESTINATION STATION ON AGR:
WAYBILL/BOL DATE:	WAYBILL/BOL NUMBER:	CAR INITIAL:	
APPLICABLE RATE AUTHORITY:		FREIGHT PAVOR:	
<b>CUSTOMER INFORMATION</b>			
CONSIGNEE:		CONSIGNOR:	
EMERGENCY CONTACT NAME:		EMERGENCY CONTACT PHONE NUMBER:	
<b>SPECIAL INSTRUCTIONS</b>			
<b>AGR INFORMATION FOR SHIPMENT</b>		<b>CUSTOMER REPRESENTATIVE GIVING NOTICE</b>	
NAME:		NAME:	
TITLE:		TITLE:	
DATE:		DATE:	
ESTIMATED MOVE DATE	PHONE:	EMAIL:	
<b>ADDITIONAL INFORMATION FOR CUSTOMER</b>			
<p>1. Notice must be delivered to AGR upon tender of a car or cars containing TIH/PIH to a rail carrier for delivery to AGR.</p> <p>2. A notice must be filed for each individual shipment.</p> <p>3. By sending the notice for shipment, the customer agrees to conform to and be bound by all applicable industry and AGR tariffs governing the shipment of TIH/PIH commodities.</p> <p>4. By receiving the notice, AGR does not commit to a specific date or service schedule for the movement of the shipment listed in the application.</p>			
<small>EMAIL COMPLETED APPLICATION TO: <a href="mailto:Marketingservices@railamerica.com">Marketingservices@railamerica.com</a> or FAX TO: 904-256-0463</small>			



*a Genesee & Wyoming Company*

## **HESR TARIFF 0900-X**

**ORIGINALLY EFFECTIVE:**

**EXPIRES:**

**COMMODITIES:** All TIH-PIH Commodities as defined by AAR Circular No. OT-55-Series

**ORIGIN:** Durand, MI

**DESTINATION:** Midland, MI.

**ROUTE:** HESR only, rule 11 applies

**ITEM 1000 – GENERAL RULES:**

- A. Not subject to Rule 24 of tariff STB-UFC-6000 Series. Any services not covered by the charges in this document are subject to the rules and provisions of the 6006-series, & 6007-series Charge Catalogs. This Rate Authority can be cancelled upon 20 days notice. Reverse application applies only on rejected shipments moving back toward original origin via reverse route. Each shipment hereunder shall be tendered to Carriers on a Uniform Straight Bill of Lading. HESR-T-0900-series must be shown on all bills of lading tendered for shipment. Except when specifically provided herein, rates do not include switching charges at origin or destination. Shipments shall be billed accounting Rule 11.
- B. Upon tender of a car or cars containing TIH-PIH to a rail carrier for delivery to HESR in interchange for delivery to the receiver or directly to HESR, the shipper shall give notice of the shipment to HESR by providing HESR a copy of the Notice attached as Appendix A hereto. The Notice must be completely filled out and tendered to HESR by the instructions specified on the bottom of Appendix A. HESR shall use the Notice to track the car in order to be able to comply with the regulatory requirements once the car or cars arrive for interchange to HESR. HESR will notify the recipient of the arrival of the car or cars and the estimated time of delivery.

**ITEM 1001 – PROCEDURE ON DELIVERY AND PLACEMENT OF CARS:**

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

If a receiver or receiving location is unable to accept a TIH-PIH commodity carload when it is first tendered after notice and available for delivery, and HESR 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 or cars are placed at the billed destination.

**ITEM 1003 – PROCEDURE ON UNSAFE OR IMPROPERLY LOADED CARS:**

When a car is deemed unsafe based on the criteria below or for failure to comply with 49 CFR 174.3, 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 HESR for which shipping instructions were not regulatory compliant.

**ITEM 1005 – PROCEDURE ON ANY MAJOR ADJUSTMENT FOR TIH-PIH CARS:**

When HESR provides any of the following tasks to a TIH-PIH car or cars, 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.

**ITEM 1007 – PROCEDURE ON UNSAFE CONDITION AT CUSTOMER FACILITY:**

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

- A CONDITION OR PRACTICE LIKELY TO CAUSE: PERMANENT DISABILITY; LOSS OF LIFE OR BODY PART; EXTENSIVE LOSS OF STRUCTURE, EQUIPMENT OR MATERIAL; OR REPEATED/OR MULTIPLE UNRESOLVED CONDITIONS OR PRACTICES THAT MAY HAVE A SAFE WORK-AROUND.

**ITEM 1009 – LOSS OR DAMAGE:**

No claim for physical loss or damage to any one shipment transported hereunder shall be made or filed by receiver for amounts of \$250.00 or less. Any claims should be filed with the destination HESR.

**ITEM 1011 – FUEL SURCHARGE:**

Shipments are subject to HESR 9002 Fuel Surcharge program.

**ITEM 1013 – RATE:**

Notwithstanding any other rate provisions for transportation of a TIH-PIH car on HESR, the rate shall be:

- \$3,699 Per Car

**APPENDIX A**

**NOTICE OF SHIPMENT OF TIH-PIH**

 <p><small>a Genesee &amp; Wyoming Company</small></p>	<b>TIH/PIH COMMODITY TRANSPORTATION NOTICE</b>		
	COMPANY PROVIDING NOTICE:		
COMMODITY NAME:			
<b>MOVEMENT INFORMATION</b>			
ORIGIN RAIL STATION:	ORIGIN RAILROAD:	COMPLETE RAIL ROUTE:	
DESTINATION RAIL STATION:	DESTINATION RAILROAD:	ORIGIN STATION ON HESR:	DESTINATION STATION ON HESR:
WAYBILL/BOL DATE:	WAYBILL/BOL NUMBER:	CAR INITIAL:	
APPLICABLE RATE AUTHORITY:		FREIGHT PAYOR:	
<b>CUSTOMER INFORMATION</b>			
CONSIGNEE:		CONSIGNOR:	
EMERGENCY CONTACT NAME:		EMERGENCY CONTACT PHONE NUMBER:	
<b>SPECIAL INSTRUCTIONS</b>			
<b>HESR INFORMATION FOR SHIPMENT</b>		<b>CUSTOMER REPRESENTATIVE GIVING NOTICE</b>	
NAME:		NAME:	
TITLE:		TITLE:	
DATE:		DATE:	
ESTIMATED MOVE DATE	PHONE:	EMAIL:	
<b>ADDITIONAL INFORMATION FOR CUSTOMER</b>			
<ol style="list-style-type: none"> <li>1. Notice must be delivered to HESR upon tender of a car or cars containing TIH/PIH to a rail carrier for delivery to HESR.</li> <li>2. A notice must be filed for each individual shipment.</li> <li>3. By sending the notice for shipment, the customer agrees to conform to and be bound by all applicable industry and HESR tariffs governing the shipment of TIH/PIH commodities.</li> <li>4. By receiving the notice, HESR does not commit to a specific date or service schedule for the movement of the shipment listed in the application.</li> </ol>			
<small>EMAIL COMPLETED APPLICATION TO: <a href="mailto:Marketingservices@railamerica.com">Marketingservices@railamerica.com</a> or FAX TO: 304-256-0463</small>			



*a Genesee & Wyoming Company*

## **IORY TARIFF 0900-X**

**ORIGINALLY EFFECTIVE:**

**EXPIRES:**

**COMMODITIES:** All TIH-PIH Commodities as defined by AAR Circular No. OT-55-Series

**ORIGIN:** When from connections at all IORY interchange points; rule 11 applies.

**DESTINATION:** To all IORY served stations.

**ROUTE:** IORY only, rule 11 applies

**ITEM 1000 – GENERAL RULES:**

- A. Not subject to Rule 24 of tariff STB-UFC-6000 Series. Any services not covered by the charges in this document are subject to the rules and provisions of the 6006-series, & 6007-series Charge Catalogs. This Rate Authority can be cancelled upon 20 days notice. Reverse application applies only on rejected shipments moving back toward original origin via reverse route. Each shipment hereunder shall be tendered to Carriers on a Uniform Straight Bill of Lading. IORY-T-0900-series must be shown on all bills of lading tendered for shipment. Except when specifically provided herein, rates do not include switching charges at origin or destination. Shipments shall be billed accounting Rule 11.
- B. Upon tender of a car or cars containing TIH-PIH to a rail carrier for delivery to IORY in interchange for delivery to the receiver or directly to IORY, the shipper shall give notice of the shipment to IORY by providing IORY a copy of the Notice attached as Appendix A hereto. The Notice must be completely filled out and tendered to IORY by the instructions specified on the bottom of Appendix A. IORY shall use the Notice to track the car in order to be able to comply with the regulatory requirements once the car or cars arrive for interchange to IORY. IORY will notify the recipient of the arrival of the car or cars and the estimated time of delivery.

**ITEM 1001 – PROCEDURE ON DELIVERY AND PLACEMENT OF CARS:**

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

If a receiver or receiving location is unable to accept a TIH-PIH commodity carload when it is first tendered after notice and available for delivery, and IORY 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 or cars are placed at the billed destination.

**ITEM 1003 – PROCEDURE ON UNSAFE OR IMPROPERLY LOADED CARS:**

When a car is deemed unsafe based on the criteria below or for failure to comply with 49 CFR 174.3, 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 IORY for which shipping instructions were not regulatory compliant.

**ITEM 1005 – PROCEDURE ON ANY MAJOR ADJUSTMENT FOR TIH-PIH CARS:**

When IORY provides any of the following tasks to a TIH-PIH car or cars, 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.

**ITEM 1007 – PROCEDURE ON UNSAFE CONDITION AT CUSTOMER FACILITY:**

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

- A CONDITION OR PRACTICE LIKELY TO CAUSE: PERMANENT DISABILITY; LOSS OF LIFE OR BODY PART; EXTENSIVE LOSS OF STRUCTURE, EQUIPMENT OR MATERIAL; OR REPEATED/OR MULTIPLE UNRESOLVED CONDITIONS OR PRACTICES THAT MAY HAVE A SAFE WORK-AROUND.

**ITEM 1009 – LOSS OR DAMAGE:**

No claim for physical loss or damage to any one shipment transported hereunder shall be made or filed by receiver for amounts of \$250.00 or less. Any claims should be filed with the destination IORY.

**ITEM 1011 – FUEL SURCHARGE:**

Shipments are subject to IORY 9002 Fuel Surcharge program.

**ITEM 1013 – RATE:**

Notwithstanding any other rate provisions for transportation of a TIH-PIH car on IORY, the rate shall be:

- \$3,802 Per Car

**APPENDIX A**

**NOTICE OF SHIPMENT OF TIH-PIH**

	<b>TIH/PIH COMMODITY TRANSPORTATION NOTICE</b>		
	COMPANY PROVIDING NOTICE:		
	COMMODITY NAME:		
<b>MOVEMENT INFORMATION</b>			
ORIGIN RAIL STATION:	ORIGIN RAILROAD:	COMPLETE RAIL ROUTE:	
DESTINATION RAIL STATION:	DESTINATION RAILROAD:	ORIGIN STATION ON IORY:	DESTINATION STATION ON IORY:
WAYBILL/BOL DATE:	WAYBILL/BOL NUMBER:	CAR INITIAL:	
APPLICABLE RATE AUTHORITY:		FREIGHT PAYOR:	
<b>CUSTOMER INFORMATION</b>			
CONSIGNEE:		CONSIGNOR:	
EMERGENCY CONTACT NAME:		EMERGENCY CONTACT PHONE NUMBER:	
<b>SPECIAL INSTRUCTIONS</b>			
<b>IORY INFORMATION FOR SHIPMENT</b>		<b>CUSTOMER REPRESENTATIVE GIVING NOTICE</b>	
NAME:		NAME:	
TITLE:		TITLE:	
DATE:		DATE:	
ESTIMATED MOVE DATE	PHONE:	EMAIL:	
<b>ADDITIONAL INFORMATION FOR CUSTOMER</b>			
<p>1. Notice must be delivered to IORY upon tender of a car or cars containing TIH/PIH to a rail carrier for delivery to IORY.</p> <p>2. A notice must be filed for each individual shipment.</p> <p>3. By sending the notice for shipment, the customer agrees to conform to and be bound by all applicable industry and IORY tariffs governing the shipment of TIH/PIH commodities.</p> <p>4. By receiving the notice, IORY does not commit to a specific date or service schedule for the movement of the shipment listed in the application.</p>			
EMAIL COMPLETED APPLICATION TO: <a href="mailto:MarketingServices@railamerica.com">MarketingServices@railamerica.com</a> or FAX TO: 304-256-0463			



*a Genesee & Wyoming Company*

## **ISRR TARIFF 0900-X**

**ORIGINALLY EFFECTIVE:**

**EXPIRATION:**

**COMMODITIES:** All TIH-PIH Commodities as defined by AAR Circular No. OT-55 Series

**ORIGINS:** Evansville, IN and Oakland City Jct., IN

**DESTINATIONS:** Maysville, IN and Mackey, IN

**ROUTE:** ISRR only, rule 11 applies

**ITEM 1000 – GENERAL RULES:**

- A. Not subject to Rule 24 of tariff STB-UFC-6000 Series. Any services not covered by the charges in this document are subject to the rules and provisions of the 6006-series, & 6007-series Charge Catalogs. This Rate Authority can be cancelled upon 20 days notice. Reverse application applies only on rejected shipments moving back toward original origin via reverse route. Each shipment hereunder shall be tendered to Carriers on a Uniform Straight Bill of Lading. ISRR-T-0900-series must be shown on all bills of lading tendered for shipment. Except when specifically provided herein, rates do not include switching charges at origin or destination. Shipments shall be billed accounting Rule 11.
- B. Upon tender of a car or cars containing TIH-PIH to a rail carrier for delivery to ISRR in interchange for delivery to the receiver or directly to ISRR, the shipper shall give notice of the shipment to ISRR by providing ISRR a copy of the Notice attached as Appendix A hereto. The Notice must be completely filled out and tendered to ISRR by the instructions specified on the bottom of Appendix A. ISRR shall use the Notice to track the car in order to be able to comply with the regulatory requirements once the car or cars arrive for interchange to ISRR. ISRR will notify the recipient of the arrival of the car or cars and the estimated time of delivery.

**ITEM 1001 – PROCEDURE ON DELIVERY AND PLACEMENT OF CARS:**

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

If a receiver or receiving location is unable to accept a TIH-PIH commodity carload when it is first tendered after notice and available for delivery, and ISRR 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 or cars are placed at the billed destination.

**ITEM 1003 – PROCEDURE ON UNSAFE OR IMPROPERLY LOADED CARS:**

When a car is deemed unsafe based on the criteria below or for failure to comply with 49 CFR 174.3, 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 ISRR for which shipping instructions were not regulatory compliant.

**ITEM 1005 – PROCEDURE ON ANY MAJOR ADJUSTMENT FOR TIH-PIH CARS:**

When ISRR provides any of the following tasks to a TIH-PIH car or cars, 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.

**ITEM 1007 – PROCEDURE ON UNSAFE CONDITION AT CUSTOMER FACILITY:**

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

- A CONDITION OR PRACTICE LIKELY TO CAUSE: PERMANENT DISABILITY; LOSS OF LIFE OR BODY PART; EXTENSIVE LOSS OF STRUCTURE, EQUIPMENT OR MATERIAL; OR REPEATED/OR MULTIPLE UNRESOLVED CONDITIONS OR PRACTICES THAT MAY HAVE A SAFE WORK-AROUND.

**ITEM 1009 – LOSS OR DAMAGE:**

No claim for physical loss or damage to any one shipment transported hereunder shall be made or filed by receiver for amounts of \$250.00 or less. Any claims should be filed with the destination ISRR.

**ITEM 1011 – FUEL SURCHARGE:**

Shipments are subject to ISRR 9002 Fuel Surcharge program.

**ITEM 1013 – RATE:**

Notwithstanding any other rate provisions for transportation of a TIH-PIH car on ISRR, the rate shall be:

- \$3,427 Per Car

**APPENDIX A**

**NOTICE OF SHIPMENT OF TIH-PIH**

	<b>TIH/PIH COMMODITY TRANSPORTATION NOTICE</b>		
	COMPANY PROVIDING NOTICE:		
COMMODITY NAME:			
<b>MOVEMENT INFORMATION</b>			
ORIGIN RAIL STATION:	ORIGIN RAILROAD:	COMPLETE RAIL ROUTE:	
DESTINATION RAIL STATION:	DESTINATION RAILROAD:	ORIGIN STATION ON ISRR:	DESTINATION STATION ON ISRR:
WAYBILL/BOL DATE:	WAYBILL/BOL NUMBER:	CAR INITIAL:	
APPLICABLE RATE AUTHORITY:		FREIGHT PAYOR:	
<b>CUSTOMER INFORMATION</b>			
CONSIGNEE:		CONSIGNOR:	
EMERGENCY CONTACT NAME:		EMERGENCY CONTACT PHONE NUMBER:	
<b>SPECIAL INSTRUCTIONS</b>			
<b>ISRR INFORMATION FOR SHIPMENT</b>		<b>CUSTOMER REPRESENTATIVE GIVING NOTICE</b>	
NAME:		NAME:	
TITLE:		TITLE:	
DATE:		DATE:	
ESTIMATED MOVE DATE:		PHONE:	EMAIL:
<b>ADDITIONAL INFORMATION FOR CUSTOMER</b>			
<ol style="list-style-type: none"> <li>1. Notice must be delivered to ISRR upon tender of a car or cars containing TIH/PIH to a rail carrier for delivery to ISRR.</li> <li>2. A notice must be filed for each individual shipment.</li> <li>3. By sending the notice for shipment, the customer agrees to conform to and be bound by all applicable industry and ISRR tariffs governing the shipment of TIH/PIH commodities.</li> <li>4. By receiving the notice, ISRR does not commit to a specific date or service schedule for the movement of the shipment listed in the application.</li> </ol>			
EMAIL COMPLETED APPLICATION TO: <a href="mailto:Marketingservices@railamerica.com">Marketingservices@railamerica.com</a> or FAX TO: 904-256-0463			

# **New England Central Railroad**

a Genessee & Wyoming Company

## **NECR TARIFF 0900-X**

**ORIGINALLY EFFECTIVE:**

**EXPIRATION:**

**COMMODITIES:** All TIH-PIH Commodities as defined by AAR Circular No. OT-55 Series

**ORIGIN:** East Alburgh, VT (from beyond)

**DESTINATION:** Willimantic, CT (for furtherance)

**ROUTE:** NECR only, rule 11 applies

**ITEM 1000 – GENERAL RULES:**

- A. Not subject to Rule 24 of tariff STB-UFC-6000 Series. Any services not covered by the charges in this document are subject to the rules and provisions of the 6006-series, & 6007-series Charge Catalogs. This Rate Authority can be cancelled upon 20 days notice. Reverse application applies only on rejected shipments moving back toward original origin via reverse route. Each shipment hereunder shall be tendered to carriers on a Uniform Straight Bill of Lading. NECR-T-0900-series must be shown on all bills of lading tendered for shipment. Except when specifically provided herein, rates do not include switching charges at origin or destination. Shipments shall be billed accounting Rule 11.
- B. Upon tender of a car or cars containing TIH-PIH to a rail carrier for delivery to NECR in interchange for delivery to the receiver or directly to NECR, the shipper shall give notice of the shipment to NECR by providing NECR a copy of the Notice attached as Appendix A hereto. The Notice must be completely filled out and tendered to NECR by the instructions specified on the bottom of Appendix A. NECR shall use the Notice to track the car in order to be able to comply with the regulatory requirements once the car or cars arrive for interchange to NECR. NECR will notify the recipient of the arrival of the car or cars and the estimated time of delivery.

**ITEM 1001 – PROCEDURE ON DELIVERY AND PLACEMENT OF CARS:**

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

If a receiver or receiving location is unable to accept a TIH-PIH commodity carload when it is first tendered after notice and available for delivery, and NECR 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 or cars are placed at the billed destination.

**ITEM 1003 – PROCEDURE ON UNSAFE OR IMPROPERLY LOADED CARS:**

When a car is deemed unsafe based on the criteria below or for failure to comply with 49 CFR 174.3, 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 NECR for which shipping instructions were not regulatory compliant.

**ITEM 1005 – PROCEDURE ON ANY MAJOR ADJUSTMENT FOR TIH-PIH CARS:**

When NECR provides any of the following tasks to a TIH-PIH car or cars, 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.

**ITEM 1007 – PROCEDURE ON UNSAFE CONDITION AT CUSTOMER FACILITY:**

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

- A CONDITION OR PRACTICE LIKELY TO CAUSE: PERMANENT DISABILITY; LOSS OF LIFE OR BODY PART; EXTENSIVE LOSS OF STRUCTURE, EQUIPMENT OR MATERIAL; OR REPEATED/OR MULTIPLE UNRESOLVED CONDITIONS OR PRACTICES THAT MAY HAVE A SAFE WORK-AROUND.

**ITEM 1009 – LOSS OR DAMAGE:**

No claim for physical loss or damage to any one shipment transported hereunder shall be made or filed by receiver for amounts of \$250.00 or less. Any claims should be filed with the destination NECR.

**ITEM 1011 – FUEL SURCHARGE:**

Shipments are subject to NECR 9002 Fuel Surcharge program.

**ITEM 1013 – RATE:**

Notwithstanding any other rate provisions for transportation of a TIH-PIH car on NECR, the rate shall be:

- \$5,977 Per Car

**APPENDIX A**

**NOTICE OF SHIPMENT OF TIH-PIH**

<b><i>New England Central Railroad</i></b>		<b>TIH/PIH COMMODITY TRANSPORTATION NOTICE</b>			
a Genessee & Wyoming Company		COMPANY PROVIDING NOTICE:			
		COMMODITY NAME:			
<b>MOVEMENT INFORMATION</b>					
ORIGIN RAIL STATION:		ORIGIN RAILROAD:		COMPLETE RAIL ROUTE:	
DESTINATION RAIL STATION:		DESTINATION RAILROAD:		ORIGIN STATION ON NECR:	DESTINATION STATION ON NECR:
WAYBILL/BOL DATE:	WAYBILL/BOL NUMBER:	CAR INITIAL:	CAR NUMBER:	DATE NECR IS REQUESTED TO TAKE POSSESSION:	
APPLICABLE RATE AUTHORITY:			FREIGHT PAYOR:		
<b>CUSTOMER INFORMATION</b>					
CONSIGNEE:			CONSIGNOR:		
EMERGENCY CONTACT NAME:			EMERGENCY CONTACT PHONE NUMBER:		
<b>SPECIAL INSTRUCTIONS</b>					
<b>NECR INFORMATION FOR SHIPMENT</b>			<b>CUSTOMER REPRESENTATIVE GIVING NOTICE</b>		
NAME:			NAME:		
TITLE:			TITLE:		
DATE:			DATE:		
ESTIMATED MOVE DATE:			PHONE:	EMAIL:	
<b>ADDITIONAL INFORMATION FOR CUSTOMER</b>					
1. Notice must be delivered to NECR upon tender of a car or cars containing TIH/PIH to a rail carrier for delivery to NECR.					
2. A notice must be filed for each individual shipment.					
3. By sending the notice for shipment, the customer agrees to conform to and be bound by all applicable industry and NECR tariffs governing the shipment of TIH/PIH commodities.					
4. By receiving the notice, NECR does not commit to a specific date or service schedule for the movement of the shipment listed in the application.					
EMAIL COMPLETED APPLICATION TO: <a href="mailto:Marketingservices@railamerica.com">Marketingservices@railamerica.com</a> or FAX TO: 904-256-0463					



*a Genesee & Wyoming Company*

## **PCN TARIFF 0900-X**

**ORIGINALLY EFFECTIVE:**

**EXPIRES:**

**COMMODITIES:** All TIH-PIH Commodities as defined by AAR Circular No. OT-55-Series

**ORIGIN:** When from connections at all PCN interchange points.

**DESTINATION:** To all PCN served stations.

**ROUTE:** PCN only, rule 11 applies

**ITEM 1000 – GENERAL RULES:**

- A. Not subject to Rule 24 of tariff STB-UFC-6000 Series. Any services not covered by the charges in this document are subject to the rules and provisions of the 6006-series, & 6007-series Charge Catalogs. This Rate Authority can be cancelled upon 20 days notice. Reverse application applies only on rejected shipments moving back toward original origin via reverse route. Each shipment hereunder shall be tendered to Carriers on a Uniform Straight Bill of Lading. PCN-T-0900-series must be shown on all bills of lading tendered for shipment. Except when specifically provided herein, rates do not include switching charges at origin or destination. Shipments shall be billed accounting Rule 11.
- B. Upon tender of a car or cars containing TIH-PIH to a rail carrier for delivery to PCN in interchange for delivery to the receiver or directly to PCN, the shipper shall give notice of the shipment to PCN by providing PCN a copy of the Notice attached as Appendix A hereto. The Notice must be completely filled out and tendered to PCN by the instructions specified on the bottom of Appendix A. PCN shall use the Notice to track the car in order to be able to comply with the regulatory requirements once the car or cars arrive for interchange to PCN. PCN will notify the recipient of the arrival of the car or cars and the estimated time of delivery.

**ITEM 1001 – PROCEDURE ON DELIVERY AND PLACEMENT OF CARS:**

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

If a receiver or receiving location is unable to accept a TIH-PIH commodity carload when it is first tendered after notice and available for delivery, and PCN 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 or cars are placed at the billed destination.

**ITEM 1003 – PROCEDURE ON UNSAFE OR IMPROPERLY LOADED CARS:**

When a car is deemed unsafe based on the criteria below or for failure to comply with 49 CFR 174.3, 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 PCN for which shipping instructions were not regulatory compliant.

**ITEM 1005 – PROCEDURE ON ANY MAJOR ADJUSTMENT FOR TIH-PIH CARS:**

When PCN provides any of the following tasks to a TIH-PIH car or cars, 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.

**ITEM 1007 – PROCEDURE ON UNSAFE CONDITION AT CUSTOMER FACILITY:**

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

- A CONDITION OR PRACTICE LIKELY TO CAUSE: PERMANENT DISABILITY; LOSS OF LIFE OR BODY PART; EXTENSIVE LOSS OF STRUCTURE, EQUIPMENT OR MATERIAL; OR REPEATED/OR MULTIPLE UNRESOLVED CONDITIONS OR PRACTICES THAT MAY HAVE A SAFE WORK-AROUND.

**ITEM 1009 – LOSS OR DAMAGE:**

No claim for physical loss or damage to any one shipment transported hereunder shall be made or filed by receiver for amounts of \$250.00 or less. Any claims should be filed with the destination PCN.

**ITEM 1011 – FUEL SURCHARGE:**

Shipments are not subject to Fuel Surcharge Tariffs.

**ITEM 1013 – RATE:**

Notwithstanding any other rate provisions for transportation of a TIH-PIH car on PCN, the rate shall be:

- \$3,802 per car.

**APPENDIX A**

**NOTICE OF SHIPMENT OF TIH-PIH**

	<b>TIH/PIH COMMODITY TRANSPORTATION NOTICE</b>		
	COMPANY PROVIDING NOTICE:		
COMMODITY NAME:			
<b>MOVEMENT INFORMATION</b>			
ORIGIN RAIL STATION:	ORIGIN RAILROAD:	COMPLETE RAIL ROUTE:	
DESTINATION RAIL STATION:	DESTINATION RAILROAD:	ORIGIN STATION ON PCN:	DESTINATION STATION ON PCN:
WAYBILL/BOL DATE:	WAYBILL/BOL NUMBER:	CAR INITIAL:	
APPLICABLE RATE AUTHORITY:		FREIGHT PAVOR:	
<b>CUSTOMER INFORMATION</b>			
CONSIGNEE:		CONSIGNOR:	
EMERGENCY CONTACT NAME:		EMERGENCY CONTACT PHONE NUMBER:	
<b>SPECIAL INSTRUCTIONS</b>			
<b>PCN INFORMATION FOR SHIPMENT</b>		<b>CUSTOMER REPRESENTATIVE GIVING NOTICE</b>	
NAME:		NAME:	
TITLE:		TITLE:	
DATE:		DATE:	
ESTIMATED MOVE DATE:	PHONE:	EMAIL:	
<b>ADDITIONAL INFORMATION FOR CUSTOMER</b>			
<p>1. Notice must be delivered to PCN upon tender of a car or cars containing TIH/PIH to a rail carrier for delivery to PCN.</p> <p>2. A notice must be filed for each individual shipment.</p> <p>3. By sending the notice for shipment, the customer agrees to conform to and be bound by all applicable Industry and PCN tariffs governing the shipment of TIH/PIH commodities.</p> <p>4. By receiving the notice, PCN does not commit to a specific date or service schedule for the movement of the shipment listed in the application.</p>			
EMAIL COMPLETED APPLICATION TO: <a href="mailto:Marketingservices@railamerica.com">Marketingservices@railamerica.com</a> or FAX TO: 904-256-0463			



*a Genesee & Wyoming Company*

## **TPW TARIFF 0900-X**

**ORIGINALLY EFFECTIVE:**

**EXPIRATION:**

**COMMODITIES:** All TIH-PIH Commodities as defined by AAR Circular No. OT-55 Series

**ORIGIN:** All Stations served by the TPW

**DESTINATION:** All Stations served by the TPW

**ROUTE:** TPW only, rule 11 applies

**ITEM 1000 – GENERAL RULES:**

- A. Not subject to Rule 24 of tariff STB-UFC-6000 Series. Any services not covered by the charges in this document are subject to the rules and provisions of the 6006-series, & 6007-series Charge Catalogs. This Rate Authority can be cancelled upon 20 days notice. Reverse application applies only on rejected shipments moving back toward original origin via reverse route. Each shipment hereunder shall be tendered to Carriers on a Uniform Straight Bill of Lading. TPW-T-0900-series must be shown on all bills of lading tendered for shipment. Except when specifically provided herein, rates do not include switching charges at origin or destination. Shipments shall be billed accounting Rule 11.
- B. Upon tender of a car or cars containing TIH-PIH to a rail carrier for delivery to TPW in interchange for delivery to the receiver or directly to TPW, the shipper shall give notice of the shipment to TPW by providing TPW a copy of the Notice attached as Appendix A hereto. The Notice must be completely filled out and tendered to TPW by the instructions specified on the bottom of Appendix A. TPW shall use the Notice to track the car in order to be able to comply with the regulatory requirements once the car or cars arrive for interchange to TPW. TPW will notify the recipient of the arrival of the car or cars and the estimated time of delivery.

**ITEM 1001 – PROCEDURE ON DELIVERY AND PLACEMENT OF CARS:**

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

If a receiver or receiving location is unable to accept a TIH-PIH commodity carload when it is first tendered after notice and available for delivery, and TPW 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 or cars are placed at the billed destination.

**ITEM 1003 – PROCEDURE ON UNSAFE OR IMPROPERLY LOADED CARS:**

When a car is deemed unsafe based on the criteria below or for failure to comply with 49 CFR 174.3, 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 TPW for which shipping instructions were not regulatory compliant.

**ITEM 1005 – PROCEDURE ON ANY MAJOR ADJUSTMENT FOR TIH-PIH CARS:**

When TPW provides any of the following tasks to a TIH-PIH car or cars, 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.

**ITEM 1007 – PROCEDURE ON UNSAFE CONDITION AT CUSTOMER FACILITY:**

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

- A CONDITION OR PRACTICE LIKELY TO CAUSE: PERMANENT DISABILITY; LOSS OF LIFE OR BODY PART; EXTENSIVE LOSS OF STRUCTURE, EQUIPMENT OR MATERIAL; OR REPEATED/OR MULTIPLE UNRESOLVED CONDITIONS OR PRACTICES THAT MAY HAVE A SAFE WORK-AROUND.

**ITEM 1009 – LOSS OR DAMAGE:**

No claim for physical loss or damage to any one shipment transported hereunder shall be made or filed by receiver for amounts of \$250.00 or less. Any claims should be filed with the destination TPW.

**ITEM 1011 – FUEL SURCHARGE:**

Shipments are subject to TPW 9002 Fuel Surcharge program.

**ITEM 1013 – RATE:**

Notwithstanding any other rate provisions for transportation of a TIH-PIH car on TPW, the rate shall be:

- \$8,200 Per Car

**APPENDIX A**

**NOTICE OF SHIPMENT OF TIH-PIH**

	<b>TIH/PIH COMMODITY TRANSPORTATION NOTICE</b>		
	COMPANY PROVIDING NOTICE:		
COMMODITY NAME:			
<b>MOVEMENT INFORMATION</b>			
ORIGIN RAIL STATION:	ORIGIN RAILROAD:	COMPLETE RAIL ROUTE:	
DESTINATION RAIL STATION:	DESTINATION RAILROAD:	ORIGIN STATION ON TPW:	DESTINATION STATION ON TPW:
WAYBILL/BOL DATE:	WAYBILL/BOL NUMBER:	CAR INITIAL:	
APPLICABLE RATE AUTHORITY:		FREIGHT PAYOR:	
<b>CUSTOMER INFORMATION</b>			
CONSIGNEE:		CONSIGNOR:	
EMERGENCY CONTACT NAME:		EMERGENCY CONTACT PHONE NUMBER:	
<b>SPECIAL INSTRUCTIONS</b>			
<b>TPW INFORMATION FOR SHIPMENT</b>		<b>CUSTOMER REPRESENTATIVE GIVING NOTICE</b>	
NAME:		NAME:	
TITLE:		TITLE:	
DATE:		DATE:	
ESTIMATED MOVE DATE:	PHONE:	EMAIL:	
<b>ADDITIONAL INFORMATION FOR CUSTOMER</b>			
<p>1. Notice must be delivered to TPW upon tender of a car or cars containing TIH/PIH to a rail carrier for delivery to TPW.</p> <p>2. A notice must be filed for each individual shipment.</p> <p>3. By sending the notice for shipment, the customer agrees to conform to and be bound by all applicable industry and TPW tariffs governing the shipment of TIH/PIH commodities.</p> <p>4. By receiving the notice, TPW does not commit to a specific date or service schedule for the movement of the shipment listed in the application.</p>			
EMAIL COMPLETED APPLICATION TO: <a href="mailto:Marketingservices@railamerica.com">Marketingservices@railamerica.com</a> or FAX TO: 904-256-0463			