



Freight Services for Rail Customers

AVR 8101

LOCAL FREIGHT & SWITCHING SERVICES TARIFF PUBLISHING
RULES AND CHARGES FOR RAIL CUSTOMERS, AT STATIONS ON

ALLEGHENY VALLEY RAILROAD COMPANY

THIS TARIFF GOVERNED BY CONDITIONS OF CARRIAGE CLXX 6000-
SERIES

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FREIGHT SERVICES FOR RAIL CUSTOMERS

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INTRODUCTION

Based in Pittsburgh, PA, Carload Express Inc. (CLXX) subsidiary **Allegheny Valley Railroad (AVR)**, provides rail freight service to about 40 customers along its 77-mile network. AVR connects with Norfolk Southern, CSX Transportation, Buffalo & Pittsburgh, and the Wheeling & Lake Erie railroads, providing you with a variety of competitive rail routing options.

This **Freight Services for Rail Customers** AVR 8101-Series Tariff organizes all rail services and charges that are applicable to Rail Customers. For additional information, please also consult **Conditions of Carriage CLXX 6000-series** tariff.

If you have any questions, please contact: **AVR Customer Service (412) 426-2800** or customer@carloadexpress.com

FOR RAILROAD EMERGENCIES CALL TOLL FREE 1 (844) 426-6400

RAIL SERVICE OVERVIEW

- Rail delivery to a customer-designated facility or leased track is included with your overall rail service.
- Please provide delivery instructions prior to your scheduled switching service.
- We provide Wabtec's RailCarrier Interface™ for online access to your railcar inventory, which allows you to make switching requests, release empty cars, trace your railcars, and more. Contact us for more information.
- For customers loading outbound shipments, shippers must provide a bill of lading before we can accept them into our network.

SECTION 1: RULES

CONDITIONS OF CARRIAGE (1.1)

Except as otherwise expressly provided, this tariff publication incorporates all provisions of Conditions of Carriage CLXX 6000-series. CLXX 6000-series jointly with AVR 8101- and 8201-series tariffs cancels AVR 8100 tariff. Provisions not brought forward are hereby cancelled.

AMENDMENTS & REVISIONS (1.2)

This tariff will be amended by the following symbols: ↑ to indicate rate increase; ↓ to indicate rate decrease; → to indicate a text-only change.

Subsequent issues of tariffs will be denoted by a tariff version letter, such as 8101-D.

PAYMENT OF CHARGES (1.3)

Customers are expected to pay all of the fees, charges and costs billed to them. All expenses incurred by AVR to collect money owed shall be paid by the Customer. In the event that suit must be filed to collect any money owed, AVR will also charge Customer all costs and expenses incurred including legal fees. This section shall be governed and construed in accordance with Pennsylvania law.

1. Whenever AVR issues a bill or bills a Customer for industrial switching, in-network switching, demurrage, storage, or any other charges that remains unpaid after a period of 60 days or more from the date of the bill,

AVR may, on not less than 10 days' notice, require the customer to provide AVR with an irrevocable Letter of Credit or enter into another payment security program.

2. Under this program, Customer must make available to AVR a sum of money or security sufficient to cover charges that may reasonably be expected prior to receipt or delivery of cars based on Customer's traffic volume.
3. Refusal or failure of Customer to enter into such a payment security program will result in the issuance of an embargo against acceptance by AVR of any or all traffic to be handled for Customer's account.

EXTENSION OF CREDIT (1.4)

To establish credit with AVR contact:

Controller
Allegheny Valley Railroad Company
519 Cedar Way, Building 1, Suite 100
Oakmont, PA 15139
Telephone: (412) 426-6601

If the responsible Customer party has not established credit with AVR, or has had its credit cancelled by AVR, Customer will be assessed Liquidated Damages Interest of 20% of charges due, in addition to switching services charges, for charges not paid within fifteen (15) days of the date of the Invoice for the switching services charges. Liquidated Damages Interest will not apply in instances of clear clerical error on the part of AVR.

SECTION 2: RAIL SAFETY

RAIL SAFETY OVERVIEW (2.1)

Safety is everyone's business, and it's our top priority. We want to move your shipment swiftly – and safely. It is the customer's responsibility to:

- Ensure the exterior of the equipment is clear of debris, product, or other accumulation
- Always wear personal protective equipment when working near railway facilities, tracks, or equipment
- When unloading cars, cars should be relatively clean and free of debris, dunnage, or other material
- Utilize blue flag protection when working in or around rail equipment
- Remove snow and ice from facility private sidetrack(s), particularly flangeways
- Keep all equipment, materials or obstructions of any kind a minimum of 12 feet from the nearest rail. AVR must be notified of any obstruction within this zone and the obstruction must be protected by designated warning signs
- Keep private sidetrack(s) maintained – call us if you have questions
- Ensure you have permits and pre-authorization from us for any shipment exceeding standard equipment dimensions or restrictions
- Always inspect equipment before loading your product to ensure it is acceptable and free from defects that may affect your load
- Ensure the shipment's weight remains within the equipment load limit and is evenly distributed
- Block and brace your shipment to prevent shifting both lengthwise and laterally
- Ensure the product is contained entirely within the equipment
- Securely close all gates, doors, hatches, etc.
- Ensure that an ISO 17712 seal is applied at all times, when moving (as applicable).

If you have any questions concerning Rail Safety requirements for your shipments, call Customer Service at (412) 426-2800. Questions concerning private sidetracks, please call our Director of Track Maintenance at (412) 426-6800.

SECTION 3: INDUSTRIAL SWITCHING SERVICES

DEFINITION & APPLICATION (3.1)

The following industrial switching services are available to customers for railcars moving in conjunction with revenue billing via Interline Switching service or revenue billing via In-Network Switching (4.1). Charges are described in Table 3.3.

1. Except as otherwise provided, AVR will assess an intra-plant switching charge per car, applicable to loaded or empty cars, for a switching movement from one track to another or between two locations on the same track within the confines of the same (single) customer facility.
2. Except as otherwise provided, AVR will assess an intra-terminal switching charge per car, applicable to loaded or empty cars, for a switching movement between the tracks of the industry or AVR hold tracks at one location and the tracks of the same industry at another location within the switching limits of one station or industrial switching district.
3. Except as otherwise provided, AVR will assess an inter-terminal switching charge per car, applicable to loaded or empty cars, for a switching movement between the tracks of the industry or AVR hold tracks at one location and the tracks of the same industry at another location not within the switching limits of the same station or industrial switching district.

NOTE:

AVR will not furnish cars of any particular size or dimension for use in intra-plant, intra-terminal or inter-terminal switching. Charges for intra-plant, intra-terminal or inter-terminal switching will be restricted to ordinary equipment.

SWITCHING LIMITS (3.2)

1. Where the switching limits of a station are specifically defined, the limits so defined include all tracks at such station, including tracks that may be within the corporate limits of another city, town, village or municipality.
2. Where the switching limits of a station are not specifically defined, the switching limits of such station include track located within the corporate limits of the same city, town, village or municipality.
3. Movements between locations within the same switching limits will be at the applicable switching charge. Interline switching rules and charges will not apply on shipments that originate and terminate within the same switching limits.

GLENWOOD, PA (3.2.1)

Glenwood, PA industrial switching limits include the following stations:

- Glenwood TBS, PA

PITTSBURGH, PA (3.2.2)

Pittsburgh, PA industrial switching limits include the following stations:

- | | |
|--------------------------------------|--------------------------------------|
| ▪ Glenwood, PA | ▪ Pittsburgh 43 rd St, PA |
| ▪ Glenwood TBS, PA | ▪ Pittsburgh Jct, PA |
| ▪ Hazelwood, PA | ▪ Hays, PA |
| ▪ Pittsburgh 34 th St, PA | |

VERONA, PA (3.2.3)

Verona, PA industrial switching limits include the following stations:

- Oakmont, PA

NEW KENSINGTON, PA (3.2.4)

New Kensington, PA industrial switching limits include the following stations:

- Arnold, PA
- Logan’s Ferry, PA

INDUSTRIAL SWITCHING CHARGES (3.3)

Except as otherwise provided, AVR will assess the following charges for industrial switching movements:

Charge Per Car	Applies To	Switching Service
\$215	Loaded or Empty Cars	Intra-Plant Switch
\$350	Loaded or Empty Cars	Intra-Terminal Switch
\$425	Loaded or Empty Cars	Inter-Terminal Switch
\$157 Surcharge (In addition to all other charges)	Loaded or Residue Empty	Hazardous Commodities (explosives, poison gas, compressed flammable gas, radioactive material or hazardous waste)
\$302 Surcharge (In addition to all other charges)	Loaded or Empty Cars	Surcharge for cars having more than 4 axles

SECTION 4: IN-NETWORK SWITCHING

DEFINITION & APPLICATION (4.1)

In-network switching is available for those rare cases where railcar shipments originate and terminate solely on AVR, making a complete loading and unloading cycle (or vice-versa). **These services are only available for shipments that are not moving in Interline Switching service.**

Except as otherwise provided, AVR will assess an in-network switching charge against the customer shipping the car on AVR, applicable to loaded cars on the switching movement between origin and destination stations on AVR.

IN-NETWORK SWITCHING CHARGES (4.2)

Except as otherwise provided, AVR will assess in-network switching charges according to the table below.

Charge Per Car	Applies To	Commodity
\$763	Loaded Cars	Default Rate (All commodities unless otherwise listed)
\$977	Loaded Cars	Chemicals (STCC Group 28) & Petroleum products (STCC Group 29)
\$1,032	Loaded Cars	Hazardous (STCC Group 49)
\$10,320	Loaded Cars	Toxic Inhalation Hazard (TIH) or Poison Inhalation Hazard (PIH) Commodities as defined in AAR Circular No. OT-55-1
\$10,320	Residue Empty Cars	Toxic Inhalation Hazard (TIH) or Poison Inhalation Hazard (PIH) Commodities as defined in AAR Circular No. OT-55-1, for cars not moving in conjunction with a prior or subsequent loaded waybill on AVR (See <u>Handling of Loaded & Empty Cars 1.3</u>)

SECTION 5: SPECIAL CIRCUMSTANCES

Sometimes, things don't always go as planned. Contact Customer Service as soon as you're aware of a problem, such as:

- Empty cars unfit for loading
- Product damaged en route
- Unable to safely unload car
- Car needs to be turned
- Waybill missing or incorrect
- Car needs to be rerouted (diverted)

In some cases, we may charge a fee for these services. Such charges are described in Table 5.14.

HANDLING OF LOADED AND EMPTY CARS (5.1)

Except as otherwise provided, if an empty car is ordered and the service of placing or constructively placing it has been performed, and the car is subsequently released back to AVR without being loaded, a car ordered but not used switching charge, in addition to applicable demurrage charges, will be assessed against the party ordering but not using the car (Exceptions). The Car Ordered but Not Used Charge is provided in Table 5.14.

EXCEPTIONS

1. The car ordered but not used charge will not apply if release of the empty car results from AVR's failure or inability to place or constructively place the car ordered within the same business week for which it was ordered.
2. The car ordered but not used charge will not apply if release of the empty car results from the shipper or AVR appropriating a car, which becomes available locally, to fill the car order.
3. The charge will not apply when a car is refused or rejected by the party ordering the car because the car is not in proper condition for loading; was not of the proper type ordered; or the loading of which would be in violation of car service orders or loading rules.
4. The charge will not apply on special type flat cars with mechanical designation "FD", "FG", "FW" or "FM" listed in RPS 6740 - series, or other applicable tariffs, for which charges are provided therein.

CARS HELD FOR FORWARDING INSTRUCTIONS (5.2)

1. Except as otherwise provided, AVR will assess industrial switching charges, applicable to loaded or empty cars held for forwarding instructions, for which AVR Customer Service has not received forwarding instructions by 2 hours prior to scheduled train service.
 - a. Shippers are required to provide AVR complete forwarding instructions by at least two (2) hours before the last close of business preceding the on-duty time of the service switching the shipper.
 - b. If a car is removed from Customer track on shipper's order without final destination forwarding instructions, and held on Railroad-controlled tracks or Customer's leased tracks to await forwarding instructions, and such car is then ordered returned to the original Customer track, industrial switching charges will be assessed for the movement of the car in each direction.
2. Except as otherwise provided, AVR will assess industrial switching charges, applicable to loaded or empty cars held for forwarding instructions, when shipments are moved on shipper's order without forwarding instructions and held on Customer-controlled or Railroad-controlled track to await such forwarding instructions.

3. Except as otherwise provided, the car held for forwarding instructions on Railroad-controlled or Customer-controlled tracks will remain on continuous demurrage until forwarding instructions are received by AVR Customer Service.
4. AVR reserves the right to decline handling of any cars from Customer's tracks without forwarding instructions.
5. This switching charge will be assessed against Customer.
6. Industrial switching charges are provided in Section 3: Industrial Switching.

TURNING OF CARS (5.3)

1. When it is desired that cars be placed for loading or unloading from a particular side or end of car, cars must be properly placarded on both sides and notation made on shipping document substantially as follows:
NOTICE TO CARRIER
DELIVER CAR FROM SIDE OR END SPECIFIED BY PLACARD
2. If shipping document carries notation that car was placarded, and placard(s) has disappeared, charge for turning will NOT apply.
3. On cars not properly placarded that AVR is requested to turn after initial placement, the following charges will apply:
 - a. If turned on a wye within the confines of an industry, AVR will assess the general intra-plant switching charge.
 - b. If turned on a wye within the switching limits of the station or industrial switching district, AVR will assess the general intra-terminal switching charge.
 - c. If turned on a wye outside the switching limits of the station or industrial switching district, AVR will assess the applicable inter-terminal switching charge.
4. AVR reserves the right to decline the turning of a car.
5. Industrial switching charges are provided in Section 3: Industrial Switching.

CARS RETURNED ACCOUNT SHIPPER ERROR (5.4)

1. On loaded or partially loaded cars that AVR is requested by shipper to return to industrial tracks or public delivery tracks, the following charges will apply:
 - a. If intercepted by AVR within the industrial tracks or public delivery tracks and returned to the same industrial tracks or public delivery tracks, AVR will assess the general intra-plant switching charge.
 - b. If intercepted by AVR at its serving yard and returned in switching service to the same industrial tracks or public delivery tracks; or if placed on AVR owned tracks at request of shipper, AVR will assess the general intra-terminal switching charge.
 - c. If intercepted by a connecting carrier and returned by AVR in switching service to the same industrial tracks or public delivery tracks, AVR will assess the general inter-terminal switching charge, as well as any charges assessed to AVR by the connecting carrier.
2. Industrial switching charges are provided in Section 3: Industrial Switching.

FREIGHT TRAIN SERVICE OUTSIDE OF NORMAL HOURS (5.5)

1. The provisions of this item are applicable when shipper or consignee requests freight train service that requires engine and crew to perform switching service at other than the normal assigned times when AVR agrees to perform such service. AVR will make its best effort to provide this service based on train crew and locomotive availability. Two weeks' advanced notice is recommended.
2. Except as otherwise provided, AVR will assess a Special Train Service Charge per each freight train service outside of normal hours when the time consumed is eight (8) consecutive hours or less for the time required to

make the movement and return the engine and crew to the starting point, and AVR will assess an hourly charge for any time required in excess of eight (8) consecutive hours.

3. This charge is in addition to all other switching charges.
4. Request for this service must be made to AVR's Customer Service by noon on the day preceding the day on which the service is to be performed, except request for service on Sunday, which must be made by noon on the prior Friday and except request for service on a holiday, which must be made by noon on the prior day that is not a Saturday or Sunday.
5. Charges as described in this section are provided in Table 5.14.

SPECIAL TRAIN SERVICE (5.6)

1. The provisions of this item are applicable when special train service is required because of excessive dimensions, excessive weight, high center of gravity or other conditions not permitting normal train operations. AVR will make its best effort to provide this service based on train crew and locomotive availability. Two weeks' advanced notice is recommended.
2. Except as otherwise provided, AVR will assess a Special Train Service Charge per each special train service when the time consumed is eight (8) consecutive hours or less for the time required to make the movement and return the engine and crew to the starting point, and AVR will assess an hourly charge for any time required in excess of eight (8) consecutive hours.
3. This charge is in addition to all other switching charges.
4. Request for this service must be made to AVR's Customer Service on the day preceding the day on which the service is to be performed, except request for service on Sunday, which must be made by noon on the prior Friday and except request for service on a holiday, which must be made by noon on the prior day that is not a Saturday or Sunday.
5. When special train movements include idler cars that are required for any reason, an additional charge will be assessed for each such idler car.
6. When special train movements include a caboose to accommodate attendants, an additional charge will be assessed for each such caboose.
7. When special train movements include attendant(s), an additional charge will be assessed for each such attendant. Each attendant will need to sign Assumption of Risk, Waiver of Liability, and Indemnification Acknowledgement.
8. Charges as described in this section are provided in Table 5.14.

DELAY OF LOCOMOTIVE (5.7)

1. For delay to the locomotive when held according to the provisions of Conditions of Carriage CLXX 6000-series Item 1.6, AVR may assess an hourly charge, or fraction thereof, which charge will be in addition to applicable interline and switching charges.
2. Charges as described in this section are provided in Table 5.14.

WEIGHING OR REWEIGHING OF CARS (5.8)

1. When a car is weighed or reweighed, loaded, empty or partially loaded, before or after placement, at request of consignor or consignee, on private scales located at industry, a per-car charge will be applied.
2. Charges as described in this section are provided in Table 5.14.

DIVERSION OF CARS (5.9)

A diversion is any order received by AVR that requires a change in the billing document of a shipment, a change in the freight payer of a shipment, or stopping a car for the purpose of delivery or reforwarding.

1. These provisions are applicable only to cars in AVR's account as a interline switching carrier.
2. Orders for diversions will only be accepted from consignor, consignee, freight payer, or another railroad participating in the line-haul movement.
3. Diversion orders must be requested prior to actual placement of the car by AVR or prior to the car being switched for interchange to a connecting carrier. Any orders affecting the movement of the car after actual placement will constitute a new movement, subject to interline, in-network, or industrial switching charges, as may be applicable.
4. When the applicable diversion provisions have been met, AVR will assess a per-car diversion charge on changes in consignee, destination or route. This will be in addition to all other charges.
5. Charges as described in this section are provided in Table 5.14.

OVERLOADED CARS (5.10)

An overloaded car is a car for which either the net weight is in excess of the car's load limit or the gross weight is in excess of the track weight limit at any point along the route of movement.

AVR may elect to stop an overloaded car en route and hold it on a track where partial unloading may be accomplished. It will be the responsibility of the consignor or owner of the shipment to partially unload the car at own expense. Removal of the lading must be sufficient to eliminate the overloaded condition.

When an overloaded car is stopped en route and moved to a hold, industrial or public delivery track where partial unloading may be accomplished, AVR will assess a per-car charge. This charge will be in addition to all other charges and the car will remain in continuous demurrage. Charges as described in this item are provided in Table 5.14.

MISAPPROPRIATION OF CARRIER-CONTROLLED CARS (5.11)

Connecting Carriers may furnish Carrier-Controlled Cars with the expectation that Customers will use them to load and tender shipments that include that carrier in a line-haul shipment. When a Customer on AVR utilizes a Carrier-Controlled car and tenders that car (via AVR) to another carrier, AVR may charge a Misappropriation of Carrier-Controlled Cars charge as shown in Table 5.14, or an amount equal to additional charges assessed by the connecting carrier, whichever is greater.

PRIVATE CARS DESTINED TO REPAIR FACILITIES (5.12)

Except as otherwise provided, AVR will assess the general inter-terminal switching charge when privately owned cars, including tank cars, are moved between an AVR serving yard or interchange track and repair, storage or cleaning facilities. This charge will be billed when the car is delivered to the repair, storage, or cleaning facility. Industrial switching charges are provided in Section 3: Industrial Switching.

PROPER BILLING OF HAZARDOUS MATERIAL (5.13)

Customers and Carriers each have responsibilities for ensuring that the forwarding information for Hazardous Material shipments is complete and in compliance with all applicable laws. Customers are responsible for providing accurate forwarding instructions and information describing the Hazardous Materials prior to tendering the railcar to AVR. Failure to provide such information poses an unacceptable risk to the public, and AVR may charge an Improper Billing of Hazardous Material penalty for each railcar (either loaded with a Hazardous Material or empty containing Hazardous Material residue) with incomplete or erroneous waybill data, or without all information required by any governmental agency for the safe transportation of Hazardous Materials. This charge is provided in Table 5.14. AVR will also seek to recover from Customer any penalties, fines, or other expenses incurred relating to an incident or occurrence of Improper Billing of Hazardous Material.

SPECIAL CIRCUMSTANCES CHARGES (5.14)

Except as otherwise provided, AVR may assess charges or surcharges for various special circumstances, according to the table below.

Charge & Unit	Name & Section	Comments
\$350 per car	Ordered & Not Used Charge (5.1)	
\$3,028 per service	Special Train Service Charge (5.5 & 5.6):	Includes eight (8) hours
\$425 per hour	Hourly charge for each additional hour beyond 8 hours	
\$232 per car	Idler Car charge	
\$506 per car	Caboose charge	
\$32 per attendant	Attendant charge	
\$425 per hour	Delay of Locomotive (5.7)	Delay charge per hour
\$425 per car	Delay of Locomotive (5.7)	Movement to delivery point
\$60 per car	Weighing or Reweighing of Cars (5.8)	
\$232 per car	Diversion of Cars (5.9)	Diversion charge
\$663 per car	Overloaded Cars (5.10)	
\$2,000 per car	Misappropriation of Carrier-Controlled Cars (5.11)	
\$2,000 per car	Improper Billing of Hazardous Material (5.13)	

SECTION 6: UNIT TRAIN SERVICE**LOADING AND UNLOADING OF BULK COMMODITIES WITH AVR TRAIN CREWS (6.1)**

Indexing service consists of the continuously-coupled movement of a train of at least 35 cars for loading or unloading at qualifying AVR-served bulk commodity loading or unloading facilities, using Railroad-controlled motive power and train crews for the purpose of loading or unloading bulk commodities such as coal, stone, grain, etc. Except as otherwise provided, indexing services are provided subject to the following provisions:

1. Indexing service will be performed only at the convenience of AVR.
2. Customer must arrange indexing service with AVR Customer Service at least 48 hours prior to the requested time for the service. Whenever possible, Customer should notify AVR Customer Service as soon as possible that a unit train expected, that is, when it is released from origin en route to AVR.
3. AVR may need to switch or split a train into two or more segments at the indexing location and reassemble the segments after indexing. AVR shall decide the number of segments and the number of cars in each segment, at its sole operating convenience.
4. Trains indexed in this service shall be subject to all other rules and charges that apply, including demurrage.
5. Allowable time for indexing a train herein shall be 4 minutes per car.
6. Indexing time shall commence when the first car begins to move through Customer facility, except that if movement through that facility is prevented by any cause attributable to the Customer, allowable time shall begin when the AVR would ordinarily have begun such movement.
7. All cars in the train must be tendered and billed by Customer to a single destination or in a separate block for each destination. In applying the provisions of (8) below, indexing of the train shall not be considered as completed until all cars are properly blocked by destination.
8. Indexing time for loading shall end when the last car in the train has been loaded and valid Bill of Lading supplied to AVR for all cars in the train.
9. Indexing time for unloading shall end when the last car in the train has been unloaded, and all gates, doors, and unloading appurtenances have been properly secured by Customer to allow for safe movement by AVR.
10. AVR-caused delays are to be excluded from Indexing time, as described in (6), (8), and (9) above. In addition, in the case of segmented indexing, as described in (3) above, railroad switching time in excess of 30 minutes shall be excluded from Indexing time.
11. If indexing time, as defined in (6), (8), and (9) above exceeds allowable time (5), the Customer may be charged an hourly delay charge for each hour or fraction thereof until all cars in the train are indexed and ready to be transported by AVR. The hourly delay charge is provided in Table 6.5.

UNIT TRAIN ADDITIONAL CUT CHARGES (6.2)

A cut is defined as a subset of cars within a unit train; the quantity (one or more) of cars delivered to and removed from the track or tracks of the Customer.

AT ORIGIN FOR LOADING:

The rates on unit train shipments of bulk commodities include the placement of the entire empty unit train in one cut at Customer's facility. When due to Customer's inability to take delivery of the entire train in one cut for loading, any additional cuts provided by AVR may be assessed a Unit Train Additional Cut Charge which will be in addition to all other charges. This charge is provided in Table 6.5.

AT DESTINATION FOR UNLOADING:

The rates on unit shipments of bulk commodities include the placement of the entire loaded unit in one cut at Customer's facility. When due to Customer's inability to take delivery of the entire unit in one cut for unloading, any additional cuts provided by AVR may be assessed a Unit Train Additional Cut Charge which will be in addition to all other charges. This charge is provided in Table 6.5.

USE OF FOREIGN LOCOMOTIVES FOR UNIT TRAIN LOADING AND UNLOADING (6.3)

1. The provisions of this item are applicable to unit trains for loading or unloading on AVR, where such trains are equipped with locomotives provided by another Carrier.
2. Consigner or consignee on AVR will be provided 24 hours allowable time, from tender to release.
3. Except as otherwise provided, any time required in excess of free time may be assessed an hourly Foreign Locomotive Delay Charge, provided in Table 6.5. This charge is in addition to all other charges.

COMPLETE UNLOADING AND CLOSING CAR DOORS AND GATES (6.4)

1. Upon arrival and placement of rail cars for unloading at destination, the consignee accepts and agrees:
 - a. to unload cars in a manner that does not damage equipment
 - b. to release cars in a condition suitable for reloading by another shipper, and
 - c. accepts liability for any demurrage charges accruing for all cars placed at consignee's destination pursuant to applicable demurrage provisions applying thereto.
2. Consignee shall be responsible for the proper and complete unloading of commodity out of each railcar. It shall be the sole responsibility of the consignee to remove all contents from the car and close, latch and lock all doors and gates on each hopper railcar before releasing railcars to AVR. In the event consignee is unable to close, latch, and lock all doors or gates due to wear or damage to the doors consignee shall, prior to release of the empty railcars, notify AVR Customer Service of the involved railcar(s) by initial and number and shall provide a description of the problem with the doors or gates. If railcars are released empty to AVR and the doors or gates are not closed, latched and locked, or if consignee has not provided timely notice of its inability to close, latch or lock the door or gate and a description of the problem, or the car has not been completely unloaded, AVR may assess a surcharge as provided in Table 6.5.
3. In addition to the charge noted above, if a car is not properly cleaned or car doors are left open, and is subsequently released and removed, then the railroad discovering such failure may undertake to remedy such failure and the consignee will be responsible for reimbursement to the railroad for the cost, including associated switching, to make such car suitable for loading, as provided in Table 6.5.

UNIT TRAIN SERVICE CHARGES (6.5)

Except as otherwise provided, AVR may assess charges or surcharges for various unit train services, according to the table below.

Charge & Unit	Name & Section
\$425 per hour	Flood Loading Delay Charge (6.1)
\$515 per cut	Unit Train Additional Cut Charge (6.2)
\$85 per locomotive, per-hour	Foreign Locomotive Delay Charge (6.3)
\$155 per car	Charge for Improperly Unloaded or Closed Railcar (6.4)
\$360 per car (minimum)	Charge for AVR to Correct Improperly Unloaded or Closed Railcar (6.4)

SECTION 7: DEMURRAGE**DEFINITION & APPLICATION (7.1)**

To encourage the efficient utilization of railcars and the rail network, AVR will apply daily charges to cars that are held in customer control beyond the allocated (free) time. Planning your rail usage based on your facility's throughput and capacity will minimize these expenses by avoiding processing of more cars than your facility can routinely handle.

1. Demurrage is applicable at all points on AVR.
2. The disposition of a car at its point of detention determines the purpose for which the car is held and the rules applicable thereto.
3. Except as otherwise expressly provided, Customer will be responsible for the payment of demurrage charges.
4. Except as otherwise provided, all cars held for or by Customer for any purpose are subject to demurrage rules and charges in this section, except:
 - a. Cars moving under freight rates requiring application of special demurrage charges.
 - b. Private cars held on Customer-controlled tracks.
 - c. Empty railroad equipment moving on own wheels under transportation charges as freight.
 - d. Empty car rejected as unsuitable for loading.
 - e. Cars used in the shipment of materials purchased by AVR ("Company Material").

DEMURRAGE CALCULATION (7.2)

1. The demurrage "clock" starts when a car is **placed** at a customer track, or when **constructively placed**. The customer is notified via email whenever a car is constructively placed. Contact Customer Service for other notification options.
 - a. A **placed** car has arrived at Customer facility and is ready for Customer to begin unloading or loading.
 - b. If an empty car is placed for loading earlier than the date requested, contact Customer Service. Otherwise, the demurrage "clock" will start once the car is **placed**.
 - c. A **constructively placed** car has been made available to Customer, but cannot be placed at the scheduled time, due to Customer's lack of space, specific request, or other reason attributable to Customer.
 - d. A car will be **constructively placed** if placement instructions have not been received by AVR.
 - e. An empty car will be **constructively placed**, if still held by AVR as of the date the car was ordered for.
 - f. For cars held for other than loading or unloading, see Item 7.5.
2. The demurrage "clock" stops when a car is **released**; that is, when Customer Service is notified that the car is available for AVR to pick up. Notification information must include the identity of the consignee, party furnishing information, the car initial and number, and complete shipping instructions.
 - a. For **constructively placed** cars, the demurrage "clock" stops when the car is requested for final delivery to Customer, provided the Customer request is made electronically via RailCarrier Interface™. The "clock" will resume once the car is actually **placed** as per paragraph 1 above.
 - b. For rejected loaded or empty railcars, the demurrage "clock" still stops once Customer Service is notified and new shipping instructions are provided.
 - c. Improperly loaded or overloaded car at Customer will not be considered **released** until the load has been adjusted properly and Customer Service has been notified.
 - d. When the same car is unloaded and reloaded, empty release notification must be furnished at the time the car is made empty. Otherwise, demurrage will continue on the car until forwarding instructions are received.
 - e. For cars held for other than loading or unloading, see Item 7.5.

3. Demurrage charges accrue for each 24-hour period between **placement** (including **constructive placement**) and **release**, excluding any **Free Time**. Any Free Time used does not incur a charge. Free time and charges are provided for each demurrage type in Table 7.4.
4. A demurrage **credit** is applied for each 24-hour period of Free Time that remains unused after **release** of an unloaded Railroad-controlled car. **Private cars are not eligible for demurrage credits.**
5. Demurrage calculations apply 7 days a week, except for holidays (further described in Table 7.3) and are invoiced monthly for all cars released in that month.
 - a. Total demurrage days for all applicable cars released will be added, net of holidays, for each demurrage type (e.g. Railroad-Controlled cars Held for Loading)
 - b. Total free time for all applicable cars will be deducted from the total, for each demurrage type
 - c. Subtract total credits from total net demurrage days to determine chargeable days for each demurrage type.
 - d. Demurrage charges are calculated by multiplying the number of chargeable days by the daily rate, for each demurrage type. Free time and charges are provided in Table 7.4.

FREE TIME & CREDITS

1. Free time, credits earned, and demurrage days accrued by customers having facilities at separate stations cannot be combined.
2. Car days, free time, or credits are not combined and not transferable between demurrage types (e.g. Loaded, Unloaded, Private cars, Railroad-Controlled cars, etc.)
3. Credits do not apply to reloaded cars.
4. Credits do not apply to private cars.
5. Credits earned for one demurrage transaction can only be applied to offset days for another demurrage transaction within the same month when the demurrage transactions are all in the same category, for example, all railroad-controlled cars held for unloading.
6. Credits earned cannot be used to offset demurrage between loading and unloading credits.
7. Credits earned cannot be used to offset demurrage between Railroad-controlled and private cars.
8. Credits earned in one calendar month cannot be used to offset demurrage days in another calendar month.

COMPANY HOLIDAYS (7.3)

Company Holidays observed by AVR are listed below.

Holiday	Observed
New Year’s Day	January 1st (Note)
Presidents Day	3rd Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4th (Note)
Labor Day	1st Monday of September
Thanksgiving Day	4th Thursday of November
Christmas Day	December 25th (Note)

Note - When one of the Holidays occurs on a Sunday, the following Monday will be observed as the Holiday.

DEMURRAGE TYPES & CHARGES (7.4)

Cars Held for Unloading	Free Time	Daily Charge
Railroad-Controlled Cars	48 hours	\$75
Except: Heavy Capacity and Special Type Cars	48 hours	\$195
Private Cars	48 hours	\$35
Except: Explosives or Hazmat	48 hours	\$90

Cars Held for Loading	Free Time	Daily Charge
Railroad-Controlled Cars	24 hours	\$75
Except: Heavy Capacity and Special Type Cars	24 hours	\$195
Private Cars	120 hours	\$35
Except: Explosives or Hazmat	120 hours	\$90

Cars Held for Other than Loading or Unloading	Free Time	Daily Charge
Railroad-Controlled Cars	None	\$75
Except: Heavy Capacity and Special Type Cars	None	\$195
Private Cars	None	\$35
Except: Explosives or Hazmat	None	\$90

CARS HELD FOR OTHER THAN LOADING OR UNLOADING (7.5)

Cars held by Customer for any of the following reasons, will be released only upon notification to Customer Service, including forwarding instructions or empty release information, which allows AVR to either tender or release the car from the Customer’s demurrage time:

1. Cars held at request by Customer
2. Cars held while awaiting proper disposition from the Customer
3. Cars held as a result of conditions attributable to Customer

DEMURRAGE EXAMPLE (7.6)

A customer handles 25 loaded railroad-owned cars during a particular month at one of its facilities. The cars accumulated 100 total days online. As two free days are provided for unloading, 50 days of free time are applied. The customer earned 10 credits for unloading 10 of the cars within 24 hours:

100	–	50	–	10	=	40	x	\$75	=	\$3,000
Days Online		Free Time		Credit Days		Net Days		Daily Rate		Monthly Demurrage Bill

NOTIFICATION TO CUSTOMER (7.7)

Notification to Customer will be furnished by AVR as follows:

1. AVR will furnish notification of constructive placement if car is held on AVR tracks due to condition attributable to consignor or consignee.
2. Delivery of car to Customer track will constitute notification.
3. AVR will furnish notification of arrival to Public Delivery Track to the party entitled to receive notification when car is actually placed.
4. AVR will furnish notification to Customer for any car stopped in transit (beyond normal Railroad operating convenience) upon arrival of the car at the point of stoppage as soon as possible.

NOTIFICATION TO AVR (7.8)

Notification to AVR such as forwarding instructions, empty release information, or other disposition will be made twenty-four (24) hours a day via the Rail Carrier Interface customer web portal. Customers requiring access must contact Customer Service for initial setup and configuration.

AVR will accept forwarding instructions, empty release information or other disposition twenty-four (24) hours a day at the AVR Customer Service facsimile (1-412-426-8800) or via electronic mail at customer@carloadexpress.com.

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

DEMURRAGE CLAIMS (7.9)

Occasionally, unusual circumstances beyond the Customer's control will contribute to delays to the timely use of railcars. In these cases, contact Customer Service as soon as possible, as consideration will be given to the particular circumstances and may result in reduction of demurrage time incurred for impacted railcars prior to the issuance of a monthly demurrage invoice to Customer. Claims for relief for demurrage charges actually invoiced to Customer must be presented to AVR, in writing, by the last day of the calendar month following the month in which the bill was issued, stating fully the conditions for which relief is claimed.

RAILROAD ERROR

If, through railroad error, demurrage charges are assessed demurrage will be adjusted to the amount that would have accrued but for such error. Bunching and run-around of cars will not be considered as a railroad error.

MISSED SWITCH

An allowance for missed switching will be made on cars held under constructive placement notification when AVR is unable to place cars in normal switching response to the consignee's or consignor's order.

WEATHER DISRUPTION

When because of earthquakes, tornadoes, hurricanes, floods or extreme snowfall, the operations of Customer are disrupted, the demurrage calculations will be adjusted to account for the disruption, provided the disruption exceeds two (2) days duration. Any cars under Constructive Placement (CP) on the day of a disruption will also be adjusted to account for the disruption, if the disruption is affecting the ability to actually place the car that is under CP.

FROZEN OR CONGEALED LADING:

When at the time of placement, lading is frozen or congealed so as to require heating, thawing, or loosening to unload, AVR will grant 1 day free time for each day a car under Actual Placement that has its lading heated, thawed or loosened, with a maximum of 3 days free time per car. Cars under Constructive Placement concurrent to the time delay may receive a corresponding adjustment to demurrage days to the extent that such car(s) are in Constructive Placement status due to conditions attributable to Customer.

AVR will not provide relief for the day on which a car was actually unloaded as certified.

SECTION 8: RAILCAR STORAGE

DEFINITION & APPLICATION (8.1)

Customers may desire to store loaded or empty private railcars over a long period of time for railcar or product inventory management, or other purposes. Such cars are not intended for loading or unloading on AVR and may be at request of a 3rd party not physically located on AVR.

1. Storage is applicable at all points on AVR, and is in addition to all switching fees that may apply.
2. Except as otherwise provided, applicable to all private cars held on AVR tracks in storage status.
3. Not applicable to private cars on Customer-controlled tracks.
4. Charges will be billed on a monthly basis, for all cars in storage status during each calendar month.
5. Charges will be assessed against the party storing the cars.
6. Railroad-owned cars are not eligible for Storage unless arrangements are made in advance.

STORAGE CALCULATION (8.2)

1. The storage “clock” starts when a car is **placed into storage status**, typically upon interchange to AVR. Automated notifications are available, contact Customer Service.
2. The storage “clock” stops when a car is requested to be **released from storage status**; that is, when Customer Service is notified that the car is available. Notification information must include the identity of the consignee, party furnishing information, the car initial and number, and forwarding instructions.
3. Time will be computed from the time the car is placed into storage status, and continue until the car is released for subsequent movement, in whole-day increments.

STORAGE CHARGES (8.3)

Storage Type	Free Time	Daily Charge
Private Cars	None	\$35
Except: Explosives or Hazmat	None	\$90

SECTION 9: PUBLIC DELIVERY TRACKS

RULES GOVERNING USE OF PUBLIC DELIVERY TRACKS (9.1)

1. The consignor or consignee (Customer) will be granted right of entry to AVR's property for the purpose of loading or unloading railcars on designated public delivery tracks.
2. By using a Public Delivery Track, Customer hereby agrees to indemnify and save harmless AVR from and against any and all liability, losses, damages, claims, actions, causes of action, costs and expenses (including attorney's fees) for personal injury (including death) and/or property damage to whomsoever or whatsoever occurring, arising from or growing out of, directly or indirectly, the presence of Customer, its agents, servants or employees on or about the property of AVR or in connection with privileges herein granted, whether or not such liability, losses, damages, claims, actions, causes of action, costs and expenses shall have been caused or contributed by the negligence of AVR. Upon the request of AVR, Customer shall insure the aforesaid indemnity provision in a manner and in an amount satisfactory to AVR.
3. Right of entry shall not be assigned or transferred by Customer, may be terminated at will by AVR, and shall terminate automatically upon such time that loading or unloading operations are completed provided, however, that terminations shall not relieve Customer of any obligations or liabilities incurred prior to such termination.
4. Prior to right of entry, Customer shall procure, and during the continuance of this provision shall maintain, at its sole cost and expense, a policy of Commercial General Liability Insurance (CGL), covering liability assumed by AVR under this provision, and including AVR as an additional insured, with a limit of not less than TWO MILLION U.S. DOLLARS (\$2,000,000.00), per occurrence, for bodily injury and property damage. Securing of insurance by Customer shall not limit Customer's liability under this provision, but shall be additional security therefore.
5. Upon termination of right of entry, all the rights, title, and interest of Customer, and this provision shall thereupon become and be null and void (with the exception of item 2 above, which shall survive for an additional three years from termination), without any further liability on the part of either party to the other (except only as to liability accrued prior thereto), and Customer shall remove its equipment and personal property from AVR's property, and the right-of-way and all property of AVR shall be restored in good condition and to the satisfaction of AVR. If Customer fails or refuses to remove its equipment or personal property under the foregoing conditions, AVR shall be privileged to do so at the cost and expense of Customer, and AVR shall not be liable in any manner to Customer for said removal.
6. AVR will not permit hazardous or dangerous commodities to be loaded or unloaded at public delivery tracks.

SECTION 10: CUSTOMER SWITCH

MAINTENANCE OF CUSTOMER INDUSTRIAL SWITCH CONNECTION (10.1)

DEFINITION:

An industrial switch connection is a switch located on AVR and maintained by AVR for access to Customer tracks, private sidings or industrial tracks.

CHARGE:

The annual charge for maintaining each industrial switch connection is provided in Table 10.2. This charge is payable by the owner of the private siding or industrial track served by the industrial switch connection within thirty days of invoice date and for each succeeding year.

EXCEPTIONS

1. The charge will not apply as to any calendar year in which the private siding or industrial track served by the industrial switch connection originates or terminates twelve or more carloads.
2. The charge will not apply where the specific terms of an executed Sidetrack Agreement so provide.
3. The charge will not apply if the owner of the private siding or industrial track served by the industrial switch connection requests, before the payable date of the charge, that AVR removes the industrial switch connection.

CUSTOMER SWITCH MAINTENANCE CHARGE (10.2)

Charge & Unit	Name & Section
\$3,654 per year	Customer Switch Maintenance Charge (10.1)

SECTION 11: DEFINITIONS

DEFINITIONS (11.1)

ACTUAL PLACEMENT

When a car is placed in an accessible position for loading or unloading or at a point designated by Customer.

CARE OF PARTY

The Care of Party may be a third-party company unloading a railcar on behalf of the Customer at the rail destination. A Care of Party is not normally associated with the origin or shipper.

CARRIER-CONTROLLED CAR

A car provided by a Connecting Carrier directly, by car companies, other rail carriers, or other entities, for use by a Customer for loading.

CLOSED GATE

When a car cannot be placed on Customer's siding at time of arrival due to siding having a locked gate or standing instructions not to place any cars unless the Customer first contacts Customer Service for placement instructions. All cars are constructively placed at time of arrival.

CONSIGNEE

The party to whom a shipment is consigned, or the party entitled to receive the shipment. For the purposes of this tariff, Consignee included any person who receives railcars from a rail carrier for unloading, as more specifically described in 49 CFR Part 1333.

CONSIGNOR

The party in whose name a car is ordered. For purposes of this tariff, Consignor includes any person who receives railcars from a rail carrier for loading, as more specifically described in 49 CFR Part 1333.

CONSTRUCTIVE PLACEMENT

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

CUSTOMER

The shipper (consignor), consignee, or care-of party that is physically served by a CLXX subsidiary railroad, and is the party responsible for the timely loading, unloading, or storage of railcars on tracks owned by, leased to, or otherwise made available to that party for this purpose. May be a plant, industry, lease track, public delivery track, warehouse, etc.

CUSTOMER TRACK

(Also Customer-controlled Track) Track assigned for Customer use including privately-owned or leased track.

CUSTOMER-CONTROLLED CAR

A car of any ownership specifically requested and assigned to a Customer or Consignor for their exclusive use.

DIVERSION

A diversion is any order received by Railroad that requires a change in the billing document of a shipment, a change in the freight payer of a shipment, or stopping a car for the purpose of delivery or reforwarding.

FORWARDING INSTRUCTIONS

Bill of lading or other suitable order containing all the necessary information to transport the shipment to final destination. Bill of lading or other suitable order must be given to Railroad via electronic data interchange, electronic mail, or facsimile to Customer Service at (412) 426-8800.

INDUSTRIAL TRACKS

Tracks serving a particular industry, whether located upon the property of CLXX or upon property owned or leased by the industry.

INTERCHANGE TRACKS

Interchange tracks are tracks on which cars are interchanged between CLXX railroads and connecting lines.

INTER-TERMINAL SWITCHING

A switching movement between Railroad-controlled or Customer-controlled tracks at one location and the tracks of the same Customer at another location not within the switching limits of the same station or industrial switching district.

INTRA-PLANT SWITCHING

A switching movement from one track to another or between two locations on the same track within the confines of the same (single) plant or industry.

INTRA-TERMINAL SWITCHING

A switching movement between Railroad-controlled or Customer-controlled tracks at one location and the tracks of the same Customer at another location within the switching limits of the same station or industrial switching district.

LEASE TRACK SWITCHING

A switching movement between an interchange, industrial or public delivery track and a lease track of industry to hold cars to await placement or forwarding instructions.

LEASE TRACKS

Lease tracks are Railroad-controlled tracks assigned to a Customer through a written agreement and treated as Customer track. Typically used for railcars held to await placement instructions into a closed-gate industry or to await forwarding instructions.

LINE-HAUL SERVICE

Rail freight service provided by a connecting carrier, often a Class I or Class II carrier, whereby that carrier has an agreement with CLXX to list or adopt CLXX rail stations as its own, or for CLXX to serve its stations from a designated interchange point; and in which that carrier is named in the waybill route or has issued the waybill, and may be responsible for collecting payment for freight from the applicable Customer.

LOADING

The complete or partial loading of a car in conformity with railroad loading and clearance rules and the furnishing of forwarding instructions.

OPEN GATE

When a Customer does not place any restrictions (physical or otherwise) on Railroad to place cars on their Customer-controlled siding upon arrival.

PARTIAL UNLOADING

The partial unloading of a car and furnishing of the proper forwarding or handling instructions.

PRIVATE CAR

A car bearing other than railroad reporting marks and that is not railroad-controlled.

RAILROAD-CONTROLLED CAR

A car provided to Railroad directly, by car companies, other rail carriers, or other entities, for use by Railroad in servicing any of its customers.

RAILROAD-CONTROLLED TRACKS

All tracks which Railroad provides for its own uses and purposes and other tracks located inside of its right-of-way or yards and terminals.

RECONSIGNMENT

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

REFUSED LOADED CAR

When the original loaded car is refused at destination without being unloaded.

RELOADING

When a car is held for loading after being released as an empty.

RESHIPMENT

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

SERVING YARD

A classification yard where the local train serving the customer originates.

STOPPED IN TRANSIT

When a car is held in route due to any condition attributable to the consignor, consignee, or owner.

TENDER

The notification, actual placement or constructive placement of an empty or loaded car to consignor or consignee.

UNLOADING

The complete unloading of a car, and notice from the consignee that the car is empty and available to CLXX.