

**FT AO 8001-A
(Replaces AO 7001A)**

APPALACHIAN AND OHIO RAILROAD



FREIGHT TARIFF A&O 8001-A (Cancels AO Tariff 7001-A)

**NAMING
CHARGES, RULES AND REGULATIONS GOVERNING
SWITCHING AND TERMINAL SERVICES
APPLYING AT STATIONS ON THE
APPALACHIAN AND OHIO RAILROAD**

TERMINAL CHARGES AND GENERAL RULES TARIFF

This tariff is also applicable on intrastate traffic.

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ISSUED BY

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General Application – Item 1

Provisions contained in this tariff apply only on standard carload traffic and will not apply to movements of locomotives, oversized rail equipment, maintenance of way equipment, or high/wide/excess weight loads requiring clearance.

This tariff does not apply independently, but applies in connection with any and all rates and charges, either in tariff form or contained in contracts in which the Appalachian and Ohio Railroad is a participant. Except as otherwise provided herein, should provisions of other tariffs conflict with the provisions in this tariff, the provisions of this tariff shall supersede and govern. Should provisions in contracts in which the Appalachian and Ohio Railroad is a participant conflict with the provisions of this tariff; the contract provisions shall supersede and govern.

If the commodity involved is Bituminous Coal (STCC 11 212 90), the provisions of FT A&O 6001-series, when in conflict with provisions in this tariff, shall supersede and govern.

Method of Canceling and Amending the Tariff – Item 10

When amended, this tariff will be replaced in its entirety using letter suffixes to cancel, replace and supersede the prior version; “A” is replaced by “B” which is replaced by “C”, etc.

Notices, Amendment of Tariffs – Item 20

A&O tariffs are available for viewing on the internet at our website www.a-orailroad.com under the “Customers-Public Prices” tab. All customers shipping with A&O should review the publications posted on the Website before tendering freight or requesting transportation services. Printed copies are available upon written request to the issuer and address found on the title page.

Description of Governing Classifications – Item 30

The term “Uniform Classification” when used herein, means Tariff UFC 6000 Series.

Application of Increases – Item 40

Rates and charges in this tariff are subject to increase upon twenty (20) days notice.

Station List and Conditions – Item 50

This tariff is governed by Tariff OPSL 6000 Series to the extent shown below:

- Prepay Requirements and Station Conditions
 - For additions and abandonments of stations, and, except as otherwise shown herein, for prepay requirements, changes in names of stations, restrictions as to acceptance or delivery of freight, and changes in station facilities.

- When a station is abandoned as of a date specified in the above named tariff, the rates from and to such station as published in this tariff is inapplicable on and after that date.
- Geographical List of Stations
 - For geographical locations of stations referred to in this tariff by station numbers.
 - Station Numbers
 - For the identification of stations when stations are shown or referred to by numbers in this tariff.

Definition of Line Haul Service – Item 60

A&O defines line-haul transportation as the movement of one or more railcars from station to station; the pulling of the railcar(s) from one location at origin and placement of the railcar(s) to one location at the destination, in a “Continuous Movement” at the carrier’s “Ordinary Operating Convenience” (both terms defined in Item 130). Any service outside these parameters subjects the shipment(s) to additional charges for additional services as defined herein.

Reasonable Dispatch – Item 70

A&O will transport railcars over its line with reasonable dispatch. A&O and connecting carrier(s) do not guarantee rail service on any scheduled time frame.

Explosives, Dangerous Articles – Item 80

For rules and regulations governing the transportation of explosives and other dangerous articles by freight, also specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see Tariff BOE 6000-Series.

Basis for Computing Length of Cars – Item 90

Except as otherwise provided, the length of cars referred to in this tariff is based on platform measurement of flat cars and inside measurement of all other cars.

Maximum Allowance Gross Weight on Rail – Item 100

A&O will provide switching and transportation services for loaded cars subject to a maximum gross weight on rail not exceeding 286,000 lbs. across all line segments.

Carrier Liability – Loss and Damage to Lading – Item 110

The following liability provisions will apply unless A&O and shipper agree in writing to different liability provisions:

General:

- a. On domestic moves that originate in the United States of America, shipper may, at their option, select freight loss and damage liability provisions set forth in 49 U.S.C.A, Section 11706 (Carmack) as explained in this Item. If 49 U.S.C.A. Section 11706 (Carmack) is not selected, the liability provision of this item will govern.
- b. The shipper agrees to indemnify and hold harmless the rail carriers from any loss, damage, personal injuries or death resulting from the shipper's failure to comply with the provisions contained herein. Acceptance of a shipment by the rail carriers for transportation shall not be considered as a waiver of shipper's liability.
- c. On shipments intended for export from the United States of America, rail carriers will not be liable for charges such as brokerage fees, fines, penalties, foreign marine or foreign country freight charges, import duties or other such charges on cargo that is lost, damaged or delayed in domestic transportation.

Liability Restrictions:

- a. The rail carrier/party in possession will be liable as at common law except as provided herein.
- b. Rail carrier's liability will not exceed the actual amount of physical loss or damage sustained to the cargo plus any costs incurred through efforts to mitigate the loss or damage. Rail carriers will not be liable for special damages, consequential damages, indirect loss or punitive damages arising from loss, damage, suspected contamination, or delay to cargo, nor will rail carriers be liable for any losses attributable to fluctuation in the market value of the cargo. Furthermore, rail carriers will not be liable for any losses, direct or indirect, which result from an interruption of rail service, nor do rail carriers guarantee rail service on any scheduled time frame. Rail carriers will not be responsible for interest or attorney fees.
- c. A&O and its connecting United States and Canadian rail carriers are not liable for loss or damages occurring in Mexico. Unlocated loss or damages from international land transport shipments that do not break bulk or are not visibly checked at U.S.A. / Canadian entry/embarkation points are excluded from liability coverage and claims may be subject to compromise or declination unless clear and convincing evidence exists that damage occurred during the U.S.A./Canadian rail transport.
- d. Unless amended by written agreement prior to shipment, rail carrier's liability for the contents of any rail car will be limited to the actual value of the cargo or \$100,000.00, whichever is the lesser of the two amounts.
- e. Claims or lawsuits for less than \$500.00 shall not be filed and no claim shall be paid if the amount of the loss or damage is found to be under \$500.00 per shipment.
- f. In the event of an act or omission of any party involved in the transportation process; (shipper, rail carriers, receiver) is not the sole cause but contributes to any loss or damage, each party will be liable for only that portion of the loss or damage caused by its negligence.
- g. Rail carriers are not liable for temperature, corrosion or humidity related losses unless mechanical protective service is requested, paid for and carrier owned or leased equipment is used.
- h. Rail carriers are not liable for loss or damage caused by defective equipment when such equipment is not owned, or leased by rail carriers.

- i. Cargo loss and damage claims presented to the A&O will be resolved for the account of all domestic U.S.A. and Canadian rail carriers, while in this country, involved in transportation of shipments moving under the provisions of this publication, unless a connecting rail carriers tariff or agreement provides for more limited liability in which case the more limited liability provision will govern.
- j. Rail Carriers will not be liable for more than \$250.00 per car load for the amount of internal revenue taxes paid or determined and customs duties paid on distilled spirits, wines, and beer previously withdrawn from bond, which were lost, rendered unmarketable or condemned by a duly authorized official by reason of fire, flood, casualty or breakage, destruction or other damage (but not including theft) resulting from vandalism or malicious mischief, if such damage or disaster occurred in the United States of America, and if such distilled spirits, wines or beer were held and intended for sale at the time of such disaster or other damage.

Loss or Damage Verification and Disposition Provisions:

- a. Rail carriers have the right to inspect, weigh or reject shipments at origin, en route or at destination for non-compliance with the provisions contained in the applicable publications.
- b. Rail carriers reserve the right to inspect damaged cargo. As a condition precedent to payment of any claims against carriers for loss or damage, the consignee must within twenty-four (24) hours of shipment's arrival, notify the destination carrier, shipper and A&O, if A&O is not the destination carrier, of any claimed damage and allow destination carrier or its agent to inspect.
- c. Failure of the rail carriers to inspect damaged cargo, for whatever reason, will not relieve the burden of the claiming party to establish that cargo was received in a damaged condition nor will it be considered an admission of liability by the rail carrier.
- d. Shipper and/or consignee must mitigate damage by accepting the damaged cargo unless it is totally worthless and is without salvage value. Shipper and/or consignee may not abandon damaged or partially damaged shipments to the rail carrier when the damaged shipments retain any value. Product that is abandoned to the rail carriers in an undamaged condition shall be sold for account of the beneficial owner and salvage proceeds only, less any salvaging expenses incurred, shall be remitted to the beneficial owner.

Claims:

- a. As a condition precedent to payment of a claim, claims must be filed in writing to Freight Claims Administration, 200 Clark Street, Paducah, KY 42003 or FAX (270) 444-4397 within nine (9) months of the delivery date or in the event of non-delivery, within nine (9) months of the expected delivery date. Such communication shall comply with the minimum requirements contained in 49 C.F.R. 1005.2(b). Claims may only be submitted by the beneficial owner or a party to the transportation agreement.
- b. In addition to the requirements of 49 C.F.R. 1005.2(b), all written claims must include the following documentation:
 - 1. A demand for payment of a specific amount, with a statement of the formula or

- basis on which the damages are calculated, plus documentation to support the calculation.
2. Information identifying the rail shipment including equipment initials and numbers, shipper and receiver's names, notify party's name, shipping date and commodity.
 3. Origin records or certification as to the condition and quantity of the cargo at the time tendered to the origin rail carrier. If shortage is involved, origin seal records must be furnished.
 4. Destination records as to the condition and quantity of the cargo at the time received from the destination rail carrier. If shortage is involved, destination seal records must be furnished.
 5. Verification of the amount claimed such as certified invoices or repair bills.
 6. Evidence as to the disposition of the damaged cargo.
 7. Evidence that shipment was loaded in compliance with the provisions herein.
 8. Carrier reserves the right to summarily deny any and all claims submitted that does not contain all or part of the aforementioned documentation.

Seals:

It is the sole responsibility of the shipper to determine the type of protection necessary to protect the cargo, including but not limited to the use of seals and security devices. A&O does not provide seals, apply seals, or determine if seals or security devices are appropriate or adequate, except in the case of contamination (see paragraphs below). Nor does A&O, in all cases, inspect shipments for seal integrity. In the event that a seal or a security device is broken, or missing, the absence or breach of a seal will not create a presumption of contamination or theft without actual physical evidence. Documentation of the application of seals or security devices at origin is the responsibility of the shipper and the seal number(s) must be included on the bill of lading or shipping instructions and in any claim application.

For A&O to consider a claim for contamination of cargo the shipment must be sealed by the actual shipper or its agent. The minimum seal will be a barrier type seal meeting American Society for Testing and Materials (ASTM) standards, a cable seal 1/8 inch in diameter, a high security bolt seal, or its equivalent. All seals utilized by the shipper will be sequentially numbered and recorded on the bill of lading or shipping instructions. The shipper will maintain for one year a record of the date and time of the application of seal, and the identity of the person applying the seal.

Deduction for Shrinkage – Item 120

This railroad will NOT be responsible for loss due to natural shrinkage and/or difference between origin and destination weight except where loss results from defective equipment and such defect is directly attributable to the carriers, such as a derailment. Claims will be adjusted by carriers in accordance with the law that governs. In case of a disputed claim, the records of both the claimant and the carrier shall be available to both parties.

Receipt or Delivery of Freight – Item 130

- a. Except as otherwise provided in Paragraph (c) or in other tariffs, cars of freight moving at line haul or switching rates will be delivered on and removed from privately owned or leased tracks near and connecting with this railroad's tracks without additional charge, provided there are no conditions which make it unsafe for this railroad's locomotives to operate over such tracks or that prevent this railroad from receiving or delivering cars at its ordinary operating convenience.
- b. Except as otherwise provided in Paragraph (c) such cars will be received and delivered at loading and unloading locations on tracks designated by the industry within the facility without additional charge when that service can be performed in continuous movement at this railroad's ordinary operating convenience, and provided this railroad's locomotives can safely operate over such tracks.
- c. When receipt or delivery of a car or cars cannot be accomplished in continuous movement at this railroad's ordinary operating convenience because of any condition caused by the industry, this railroad will arrange for receipt or delivery as follows:
 1. If it appears that the delay will be of a temporary nature, the locomotive will be held at the nearest available location and the service completed when conditions permit. When such delay to this railroad's locomotive exceeds 30 minutes, the charge is \$50.00 for each five minutes or fraction thereof after the first 30 minutes of delay. The time of the delay will be measured from the minute the conductor determines that the industry is unable to accept service.
 2. If, after a period of delay, the condition preventing completion of service has not been eliminated, this railroad may, at its option, withdraw its locomotive and place any car or cars on available track inside or outside the facility. Subsequent movement by this railroad of any car or cars so moved will be subject to Intra-Plant or Intra-Terminal charges, as the case may be.
- d. "Continuous movement" means a movement between this railroad's tracks and the designated location of receipt or delivery within the facility without any delay due to a condition of which the industry is responsible.
- e. "Ordinary operating convenience" means the time of arrival of this railroad's locomotive and contemplates only one switch per day except when additional switches are made by this railroad at its sole option. Any other switching service on request of the industry is not "ordinary operating convenience" and subject to additional charges.
- f. When necessary to switch empty or loaded railcars on industry track in order to remove or place loaded or empty railcars on the same track, incidental to the normal service of picking up or delivering railcars, each car moved will be subject to a switching charge of \$40.

Application of Switching Charges – Item 160

- a. No switching charge will be assessed by this railroad for switching service performed at origin or destination stations when such service is a component of line haul

transportation between any two points on A&O and that can be directly furnished by A&O.

- b. When shipments transported by this railroad in a switch movement, because of weight or length, require two or more cars, charges will be assessed on actual weight, but not less than the 60,000 pounds for each car used.

Security Deposits for Payment of Demurrage and Other Accessorial Charges – Item 170

A security deposit to insure payment of any demurrage, detention, storage or other accessorial charges that may accrue will be required from any consignor, consignee, beneficial owner, or other responsible parties, hereafter referred to as customer who fails to pay demurrage, detention, storage or other accessorial charges after specific written demand referring to this tariff provision. This railroad will give the customer 10 days' written notice before the provisions of this item are invoked.

The deposit must be paid in cash, certified check, cashier's check or money order before any freight car is delivered to such customer for loading or unloading.

The minimum deposit for each freight car will be the average amount of demurrage, detention, storage or other accessorial charges outstanding at the time this tariff provision is invoked against the customer. The maximum amount of deposit will be determined by this railroad's credit office through other alternative forms of security. The credit office may waive the minimum deposit per car by accepting a revolving deposit of \$1,000 to \$10,000 based on traffic volume. The deposit will be held in a non-interest bearing escrow account to guarantee payment of and to be applied against any demurrage, detention, storage or other accessorial charges which may accrue since the implementation of the security deposit arrangement.

This railroad will refund the deposit or balance of the deposit within 30 days after notification by its agents that the equipment has been released to this railroad. Any demurrage, detention, storage or other accessorial charges will be deducted from the deposit before any refunds are made. The deposit or balance of the deposit may be transferable to another freight car to cover charges incurred since the implementation of the security deposit arrangement.

Security deposits will no longer be required after the customer has paid all outstanding demurrage, detention, storage and other accessorial charges and has given assurance in writing to the satisfaction of this railroad's credit office that future demurrage, detention, storage and other accessorial charges will be paid within the credit period.

“Order”, “Order Notify” Shipments - Item 175

A&O does not provide Order/Notify service. Bills of lading or shipping instructions tendered to A&O in the form of an order/notify bill of lading will be handled as straight bills of lading. Instructions to the effect of requiring A&O to not complete delivery of a shipment until either securing authorization for delivery from the shipper or some other party, surrender of the bill of lading or notification by A&O to the shipper or some other party shall have no effect and be void regardless of whether such instructions are contained in a straight or an order/notify bill of lading; and A&O shall have no liability for delivering a shipment to the consignee listed in the

bill of lading in such circumstances.

Cars Loaded Improperly or in Excess of Maximum Load Limit – Item 180

- a. Carload freight must be loaded in conformity with Association of American Railroads' Closed Car and Open Top rules. Carload freight must not exceed the maximum load limit stenciled on cars or the gross weight of car cannot be in excess of the track weight limit at any point along the route of movement. Cars found to be overloaded or improperly loaded while on the tracks of A&O, or cars interchanged from A&O to another carrier which are returned to A&O because such cars are overloaded or improperly loaded, will either be returned to the shipper for adjustment, or placed at a location suitable for adjusting the load, the location of which will be at the discretion of A&O.
- b. Improperly and/or overloaded cars will be subject to a charge of \$750 per car in addition to any applicable freight, switching, weighing, demurrage and or storage charges.
- c. Cars covered by this item will be subject to A&O demurrage rules and charges, and no free time or credits will be allowed. Demurrage will begin upon notification to customer of overloaded or improperly loaded condition, or placement of the car at the location for adjustment of the car, whichever occurs last.
- d. Cars found to be overloaded or improperly loaded at a loading point served by A&O will not be moved until the load has been adjusted. Demurrage will continue until the car is released and accepted by A&O. No additional free time will be allowed.
- e. All arrangements and costs for load adjustment shall be the responsibility of the shipper. 72 hours after notification to the shipper if no instructions or arrangements have been made by the shipper to have the load adjusted/reduced, A&O may, at its discretion, have the load adjusted. All costs for load adjustment will be billed to the shipper by A&O. Any applicable freight, switching, weighing and demurrage charges will apply.

Payment of Charges – Item 185

Shipper or consignee shall be liable for payments of the transportation charges accruing on a shipment and nothing herein shall limit the right of A&O to require at time of shipment the repayment or guarantee of charges. Shipper will pay A&O if shipment is prepaid, or be responsible for payment if shipment is made collect, and pay immediately upon presentation of a bill unless credit has been granted by A&O. If shipper or consignee has established credit with A&O, the A&O's credit terms and conditions will supersede any prepayment or payment upon demand requirement. If transportation charges have not been prepaid, or shipper or consignee has not entered into an agreement for credit, A&O shall not make delivery of the shipment without payment or guarantee by shipper or consignee of all charges. Placement of equipment by A&O under credit agreement for loading shall be deemed acceptance of shipment for the purpose of incurring freight charges under a credit agreement.

Acceptance of shipment by consignee or beneficial owner shall be deemed acceptance of

responsibility for payment of all charges accruing on the shipment, including, but not limited to demurrage and switching services performed at destination. Such payment shall be in U.S. dollars.

Error in Billing Freight by Shipper – Item 190

If a car is tendered to carrier for shipment and after the line-haul transportation commences it is discovered that through error of the shipper the car is empty, freight charges will be assessed from origin to point at which car is discovered to be empty.

Requests for Carrier Cars for Loading – Item 200

All requests for carrier supplied cars for loading must be submitted to A&O, who reserves the right to furnish cars from the following sources:

- A&O's owned or leased fleet
 - Other Carriers' cars readily available
 - Nationwide pools provided to support certain commodities
 - A connecting Carrier who will be involved in the route.
-

Ordering Empty Cars in for Placement by Specific Car Number – Item 220

When empty cars are stored or otherwise held for loading, and customer requests such cars per day for placement by specific car number (as opposed to ordering in “any empty cars” or “the next cars in line”), then an “Ordering Empty by Car Number” charge of \$80.00 per car applies. Charge applies regardless of car ownership and whether the cars are stored or held on railroad tracks or on customer lease tracks.

Cars Ordered and Not Used – Item 230

If a railroad owned or leased empty car is ordered for loading and the service of switching and placing it has been performed and the car is not loaded, the published intraterminal switching charge will be assessed against the person, firm or corporation ordering such car. In the event a car is rejected account not suitable for loading, this item will not apply if party ordering the car advises this railroad of rejection and condition that caused car to be rejected within twenty-four (24) hours exclusive of Saturday, Sundays and holidays, after actual placement. These provisions will also apply in connection with cars held on constructive placement on shipper-owned or leased tracks. In connection with firms that perform their own switching, switching charge will not apply if cars are rejected account not suitable for loading.

Cleaning Requirements for Carrier Cars – Item 240

With the exception of railroad-owned securement devices, each railroad owned or leased car must be completely unloaded, clean and have all doors and hatch covers properly closed and secured prior to being released as “empty.” Customers are responsible for all charges arising from the release of a railroad owned or leased car that is not empty and clean, including but not

limited to charges for cleaning, switching or line haul movement to the nearest point where the car can be cleaned.

Shipping Instructions – Item 250

- a. **Shipments Billed on A&O (Local or Interline Forwarded):** All shipping instructions must be submitted by the Consignor or person acting on Consignor's behalf using A&O's internet web site, www.a-orailroad.com, or via previously agreed-upon means of Electronic Data Interchange. Consignors may make arrangements directly with third party logistics services providers to submit shipping instructions on their behalf via the same methods. A&O will accept shipping instructions via telefacsimile at its Customer Service Center, 270-444-4347, subject to a \$50.00 charge per faxed bill of lading. A&O reserves the right to reject as an unreasonable request for service, any "Fax" shipping instructions that are illegible, whether due to poor transmission quality, poor or illegible handwriting, or otherwise. A&O will not accept delivery of shipping instructions by US Mail, express service, personal delivery, or otherwise. Shipping instructions must contain all the information necessary to transport the shipment to its final destination. Required information includes, but is not limited to: Car initial and number, shipper name, origin, destination, consignee name and address, care of party (when using a third party unloader), route, load or empty status, commodity description, standard commodity code, net weight and unit of measure, and payee (party responsible for the freight charges). Hazardous materials shipments also require UN Number, Class Number, Packing Group and a 24 hour emergency contact number. Consignors must provide in their billing instructions to A&O any and all additional information as may be required by the other carriers in the route, including but not limited to required information for transborder shipments. Cars held for complete instructions will be subject to a hold charge of \$500 and the car will be subject to demurrage/storage charges without free time until such time that complete delivery and payment instructions are received, in addition to incidental switching charges that may occur. Charges for "Fax" shipping instructions do not apply to hazardous waste, United States Government shipments, or voids and corrections. All shipments received and accepted are transported subject to all applicable circulars, tariffs, contracts, price quotations, and the terms of the Uniform Straight Bill of Lading.
- b. **Interline Shipments Received by A&O:** In the case of shipments terminating on A&O and originating on a railroad connecting directly or indirectly to A&O, it is the responsibility of the consignor to provide complete shipping instructions to the originating carrier to affect accurate delivery and billing as described above through the means of standard EDI information exchanges. Failure to provide all required information will subject the shipment holding, demurrage/storage, switching and incidental charges as described above, until complete information is received.

Charges for Cars with More than Four Axles – Item 260

Charges for switching will be confined to cars having no more than four (4) axles. When cars with more than four (4) axles are used, the charges for such service will be 200 percent of that

shown for the same service applicable on cars with four (4) axles.

Charges for Articulated Cars – Item 280

On movements of articulated cars (two or more units permanently or temporarily joined together), the switching charges published in this tariff will apply separately to each unit of the articulated equipment.

Charges on Cars Held for Instructions or Cancelled Billing – Item 290

In the absence of specific provisions to the contrary, the following will apply:

- a. When on shipper's order loaded or empty cars are removed from industry or industry leased track and held by this railroad awaiting billing instruction, the move will be subject to a "pull and hold" charge of \$500 per car, and the car will remain on continuous demurrage or storage until billing instructions are received.
 - b. Shipper's ordering "pull and hold" service must submit a bill of lading providing all the shipping information described in Item 250, with the consignee designated as "Agent A&O."
 - c. When on shipper's order, a shipment described in paragraph (a) is returned from whence it came, the return move will be subject to an intra-terminal switching charge.
 - d. "Pull and hold" service is provided at A&O's discretion, subject to availability of sufficient capacity to hold such cars.
 - e. A&O will not provide "pull and hold" service for cars containing Toxic Inhalation Hazard (TIH) or Poisonous Inhalation Hazard (PIH) commodities, as defined in AAR Circular No. OT-55.
 - f. When, after billing instructions are submitted, cars are removed by A&O from industry, leased track or team track, prior to departure from origin station are subsequently ordered back to the original industry, leased track or team track, the intraterminal switching charge, will be assessed for the movement of the car, and the car will remain on continuous demurrage in the demurrage account of the party in whose name the car was ordered for loading, and a billing cancellation charge of \$150 per bill of lading will apply.
-

Intra-plant Switching – Item 330

Intraplant switching is a switching movement from one location at an industry to another location at the same industry where the service can be performed without leaving the industry tracks and industry's property boundary. The charge for this service is \$250 for each one way movement.

Intra-terminal Switching – Item 340

Intra-terminal switching is defined as a switching movement, other than Intraplant switching, meeting one of the following criteria:

- Between industries within a station on this railroad but not to or from interchange with a connecting railroad or between stations on this railroad.
- Between industries and their lease tracks within a station on this railroad
- Between a serving yard track and a lease track within a serving yard
- Between tracks within a serving yard where in-transit storage occurs.

The charges for this service vary due to the following circumstances:

- a. \$500 per car, per load/empty, empty/load or empty/empty cycle, with the exception of (b) below.
- b. A loaded move following a loaded move will be billed at \$500 per car, per each one-way segment.

Furnishing of Dedicated Freight Train Service – Item 370

This railroad will furnish dedicated freight train service between any two points on this railroad, either as a local movement or as a portion of a joint line movement

- a. when required by tariff provisions, or
- b. when required by directive of a federal or state agency, or
- c. when requested by consignor or consignee (or the agent of either) and subject to this railroad's convenience.

When such service is to be provided on request (see (c) above), such request must be made in writing (or orally and confirmed in writing) and must include consist, date and time of movement routing and any other information and instructions pertinent to the movement and must be given in time to permit this railroad to make necessary arrangements for the movement, including the assembly of equipment and personnel.

The charge for this service is \$105 per mile for the distance over the actual route of movement on this railroad subject to a minimum of 110 miles in addition to applicable freight charges on the commodities transported and any other applicable charges. If a movement involves more than one origin point and/or more than one destination point on this railroad, each movement from one such point to the next such point will be considered a separate service. In providing dedicated freight train service, this railroad reserves the right to handle other shipments in the course of providing such service.

Furnishing Extra Switching Service – Item 380

Upon specific request of the shipper or consignee, A&O will operate extra switching service, which is defined as service requested by the shipper or consignee at a time or date other than the scheduled regular service and/or A&O's operating convenience. Charges will be assessed against the party requesting the service according to the following circumstances:

- a. \$400 per hour or fraction thereof but not less than \$800 for each extra service, provided the service is performed by a regular switching assignment.
- b. \$400 per hour or fraction thereof but not less than \$3200 if the extra service must be performed by an extra switching assignment.

Diversion or Reconsignment – Item 390

One diversion or reconsignment will be allowed on a shipment received on the tracks of the A&O, provided no previous diversion or reconsignment has taken place on the same shipment, subject to the following conditions:

- a. Definition – A single change in name of consignor or consignee, and/or a single change in destination or place of delivery a destination, and/or a change in route.
- b. Diversion or reconsignment may be made only at a point intermediate between interchange with line haul carrier and origin or original destination.
- c. The rate to be used will be the through rate from point of origin to final destination, in addition to the rate from point of origin to diversion point, or from diversion point to final destination, whichever is higher, as a minimum.
- d. Diversion or reconsignment will only be accorded when order is place with an authorized agent of the A&O prior to arrival of car at destination and in time to permit instructions to be relayed to yard personnel.
- e. The charge for diversion or reconsignment shall be \$250 per car.
- f. The original bill of lading should be surrendered or other proof of ownership established.
- g. A request for diversion or reconsignment must be made or confirmed in writing, and an order for diversion or reconsignment which specifies that through rate is to protected will not be construed as obligating carriers to protect other than the lawful rate and charges under these rules.
- h. When an order for diversion or reconsignment requires the application of a rate and/or route which cannot lawfully be applied via the point at which the diversion or reconsignment is made, prompt notice shall be given to the party requesting the diversion or reconsignment.
- i. When delivery to consignee cannot be accomplished due to gross weight of car and contents exceeding carrier's track limitations, no charge will be assessed for the diversion or reconsignment of shipment.
- j. Except as otherwise provided in this item, no reconsigning charge will be made on shipments of lumber or articles taking lumber rates or arbitraries over lumber rates, no charge will be made when order is placed, prior to receipt of car in interchange, with any authorized representative of this line, as outlined in paragraph B of this item, directly by consignor, consignee or owner, and where the only change is in the name of the consignor or consignee (or both, provided change is requested under one order). This exception will not apply if shipment under a prior order while in possession of this line or its connections has been accorded a change in the name of the consignor or consignee without a charge being made for such change.

Weighing– Item 400

Because A&O does not provide the service of weighing, freight rates in contracts and tariffs will primarily not be based on lading weight, but on other criteria such as car capacity, car length, car type, etc. Freight rates may be weight based provided that customers can weigh their own cars, or provisions have been made to weight the car elsewhere in the route (applicable to interline moves).

Transportation of Empty Private Railcars – Item 450

Transportation rates published in tariffs, special quotes or contracts by A&O or by another railroad that interchanges with A&O, include the movement of empty railcars on A&O via reverse route to the point of loading (for local or interline forwarded shipments originating on A&O) or returned to the connecting carrier via reverse route (for loaded interline received shipments terminating on A&O). All other empty private car moves are subject to switching and/or line haul charges, as the case may be, subject to the following exceptions:

- a. Except as excluded by any specific tariff, special quote or contract.
 - b. Charges for empty private car moves are enumerated in A&O Tariff 3008.
 - c. Cars containing product residue which exceeds seven percent of the weight of the marked capacity of the car shall be considered a loaded car and will be charged accordingly.
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Private Car Mileage – Item 460

A&O is not a party to the RIC 6007 Tariff Series. A&O does not pay private car mileage unless specified in any particular tariff or contract to the contrary.

Industry Sidetracks – Item 500

In order to provide line haul and/or switching services, A&O must access privately owned industry sidetracks. Industries are required to establish side track agreements with A&O to govern their safe operations. In the absence of a private sidetrack agreement, the following terms and conditions will govern, however A&O reserves the right to decline service on a sidetrack in the absence of a private sidetrack agreement.

- a. A&O will use the Sidetracks to deliver or pick up any railcar directed to or from the Customer's facility by a valid Shipping Instruction.
- b. A&O may access and temporarily occupy Customer's Sidetracks when useful in the course of providing local service in the Customer's vicinity.
- c. Customers must, at their own expense, inspect, maintain, and renew Sidetracks consistent with normal operations, and in accordance with:

1. The Federal Railroad Administration's Track Safety Standards (49 C.F.R. Part 213)
 2. Railroad Worker Safety Regulations (49 C.F.R. Part 214)
- d. The Customer must inform A&O's local representatives of the dates and amount of time that the Sidetracks will be out of service, whether for maintenance or other reasons.
 - e. Customers must keep sidetracks free from debris and weeds, potholes and excavations, ice and snow, temporary or permanent structures and poles, and any other obstructions that would prevent the safe operation thereupon.
 - f. A&O has the right, but not the duty, to inspect sidetracks.
 - g. A&O will not operate over any sidetracks that we determine are unsafe.
 - h. A customer shall not maintain Close Clearances in the area of sidetracks unless:
 1. The customer obtains a waiver from any conflicting Governmental Requirements, and
 2. A&O approves such Close Clearance in writing
 - i. Customers must install, maintain and replace at their expense any warning signs or lighting, or make other adjustments regarding Close Clearances as may be necessary, useful, or required by any Governmental Requirements or A&O.
 - j. If a Customer seeks to construct new or additional, or alter existing, sidetracks such construction must be done in accordance with the provisions of A&O's current Standard Guidelines and Specifications for the Design and Construction of Private Sidetracks, and Customers must supply A&O with construction plans for any addition, deletion, or modification to the Sidetracks, and obtain A&O's written confirmation that A&O has no objections to the proposed changes prior to making any material alterations to the Sidetrack
 - k. To facilitate safe operations and avoid interruptions of service, Customers should notify A&O not less than 30 days prior to constructing or allowing the construction of any new tracks, public or private road, gate, tunnel, bridge, culvert, pit, gas-line, pipe, or other items on, over, under or along any part of the Sidetrack or right-of-way.
 - l. A&O may use Sidetracks for emergency operating purposes as long as the emergency operations do not materially affect the use of the Sidetracks for rail service to the Customer.
 - m. A&O surrenders possession and control of each railcar, and its contents, consigned to or ordered by the Customer when:
 1. A railcar has been placed on a Sidetrack, and A&O's locomotive uncouples from the railcar, or
 2. A&O's crew departs from the locomotive if the locomotive is being left with the Customer
 - n. A&O assumes possession and control of a railcar and its contents when:
 1. A&O's locomotive is coupled to the railcar, or
 2. When the locomotive has been left with the Customer, A&O's crew is onboard the locomotive and has actual control over the train by initiating departure from the Private Track
 - o. Hazardous Materials shall not be placed by anyone on or within the twenty-five feet of Sidetracks, or on Customer property within 100 feet of A&O's connecting

mainline track. This does NOT apply to shipments consigned to, or ordered by, a Customer accessible by such Sidetrack, or existing pipelines for the transportation of Hazardous Materials.

- p. Customer shall indemnify and save harmless A&O from any and all claims, demands, suits, losses, liabilities, damages, fines or expenses, including liability under any applicable statute, for personal injury or wrongful death, or for the clean-up of any hazardous or toxic waste materials or other substances, arising out of or in any way connected with the construction, maintenance, use or operation of the Sidetrack, except to the caused by the sole or gross negligence of A&O.

EXPLANATION OF ABBREVIATIONS

BOE	Bureau of Explosives
A&O	Appalachian and Ohio Railroad
OPSL	Official Railroad Staton List, OPSL 6000-series, Railinc, Agent
RER	Official Railway Equipment Register, RER 6413-series, R. E. R. Publishing Corporation, Agent
UFC	Uniform Freight Classification, UFC 6000-series, National Railroad Freight Committee, Agent