



## FREIGHT TARIFF NYNJ 8000-G

(CANCELS FREIGHT TARIFF NYNJ 8000-F)

# GENERAL RULES AND CONDITIONS OF CARRIAGE NAMING DEMURRAGE, FREIGHT, SWITCHING AND ASSESSORIAL CHARGES

(APPLYING FROM, TO, BETWEEN AND AT POINTS ON THE NYNJ)

# SUBSCRIBING RAILROADS

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**EFFECTIVE April 1, 2024**

**ISSUED March 1, 2024**

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# CHECK SHEET OF ITEMS AND REVISIONS

The items contained in this publication are listed consecutively by number. The paragraph that has been changed within an item will contain one of the following reference marks placed next to the item number:

- (I) Denotes increase
- (R) Denotes reductions
- (C) Denotes changes in wording which result in neither increases nor reductions in charges
- (N) Denotes new item
- (D) Deleted item

In addition, the effective date of the revised item will be added to this index page “CHECK SHEET OF ITEMS AND REVISIONS” to identify which item(s) have been changed.

Revision Type	Item Number and Description	Effective Date
(N)	New Publication – ALL ITEMS SHOULD BE EXAMINED	April 1, 2024
(D)	Item 1.00 Cancellation Notice. Removed and combined with Item 15.	April 1, 2024
(C)	Item 1 – General Application	April 1, 2024
(N)	Item 4 – Currency and Increases	April 1, 2024
(C)	Item 5 – Description of Governing Classifications	April 1, 2024
(N)	Item 7 – Capacities and Dimensions of Railcars	April 1, 2024
(N)	Item 8 – Articulated Railcars	April 1, 2024
(N)	Item 9 – Cargo Seals	April 1, 2024
(C)	Item 10 – Reference to Tariffs, Items, Notes and Rules	April 1, 2024
(N)	Item 11 – Governing Law	April 1, 2024
(N)	Item 12 – Severability	April 1, 2024
(N)	Item 13 – Transportation	April 1, 2024
(N)	Item 14 – Bankruptcy or Insolvency	April 1, 2024
(C)	Item 15 – Cancellation Notice & Methods	April 1, 2024
(C)	Item 20 – Normal Business Hours & Service Days	April 1, 2024
(C)	Item 30 – Holidays Observed by NYNJ	April 1, 2024
(C)	Item 40 – NYNJ Locations	April 1, 2024
(N)	Item 45 – Overloaded Railcars	April 1, 2024

(N)	Item 46 – Maximum Weight on Rails	April 1, 2024
(C)	Item 50 – Cargo Loss & Damage Provisions	April 1, 2024
(N)	Item 55 – Right to Sell Abandoned Property	April 1, 2024
(N)	Item 56 – Dimensional Pre-clearance Proposal	April 1, 2024
(N)	Item 57 – Private Car Application for Railroad Marked Cars	April 1, 2024
(N)	Item 58 – Service Interruption Financial Responsibility	April 1, 2024
(N)	Item 59 – Returned, Refused or Rejected Shipments	April 1, 2024
(N)	Item 60 – Loading and Unloading of Equipment	April 1, 2024
(N)	Item 65 – Right of Entry (ROE)	April 1, 2024
(N)	Item 70 – Glossary of Terms	April 1, 2024
(D)	Item 75 – Rebilled Cars. Removed and restated as Item 355.	April 1, 2024
(N)	Item 80 – Invoicing, Payment Terms, Finance Charges & Disputes	April 1, 2024
(D)	Item 100 – Definitions. Removed and combined with Item 70.	April 1, 2024
(N)	Item 100 – General Application of Demurrage and Storage	April 1, 2024
(D)	Item 110 – General Rules. Removed and combined with Item 100	April 1, 2024
(C)	Item 120 – Notification	April 1, 2024
(N)	Item 125 – Free Time	April 1, 2024
(D)	Item 140 – Cars Held for Loading. Removed and combined into Item 160	April 1, 2024
(N)	Item 140 – Demurrage Charges	April 1, 2024
(D)	Item 150 – Cars Held for Complete Unloading. Removed and combined into item 160	April 1, 2024
(N)	Item 150 – Storage Charges	April 1, 2024
(N)	Item 160 – Demurrage Computation	April 1, 2024
(D)	Item 170 – Billing and Account Issues. Removed and combined with Item 80.	April 1, 2024
(N)	Item 170 – Demurrage & Storage Invoices	April 1, 2024
(D)	Item 180 – Relief of Demurrage Charges. Removed and combined with Item 80.	April 1, 2024
(D)	Item 200 – Definitions. Removed and combined with Item 70.	April 1, 2024
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(C)	Item 215 – Intra-Terminal Switch	April 1, 2024

(C)	Item 220 – Inter-Terminal Switch	April 1, 2024
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(D)	Item 365 – Overload or Improperly Loaded Cars. Removed and restated in Item 45 & 60	April 1, 2024
(D)	Item 370 – Overloads Discovered at Destination. Removed and restated in Item 45	April 1, 2024
(C)	Item 380 – Cars Released in Error	April 1, 2024
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# General Rules and Conditions of Carriage

To do business with NYNJ, a Customer must have established credit or cash deposit. There may be other conditions of carriage when you do business with NYNJ.

## NYNJ Publications

This publication is available on the Internet for viewing or printing. All publications for which NYNJ is a subscribing carrier should be reviewed before shipping/receiving railcar(s) and can be found by going to the NYNJ website at [Tariffs | New York New Jersey Rail, LLC \(nynjr.com\)](https://www.nynjr.com). All publications for which a subscribing carrier is listed should be reviewed before shipping/receiving railcar(s).

## ITEM 1 – General Application

Provisions contained in this tariff apply only on standard carload traffic and will not apply to movements of Hazardous Materials, Locomotives, Oversized Rail Equipment, Maintenance of Way Equipment, or High and Wide Loads requiring clearance.

The provisions of this tariff apply in connection with any and all rates and charges published in this or other tariffs in which the NYNJ is a participant. Except as otherwise provided herein, should provisions of this or other tariffs conflict with the provisions of this tariff, the provisions contained herein shall supersede and govern.

## ITEM 4 – Currency and Increases

Chargeable charges published herein are subject to increase by supplement or republication and are in United States Dollars (USD).

## ITEM 5 – Description of Governing Classifications

Except as otherwise provided, this tariff is governed by Uniform Freight Classification Tariff UFC 6000-series.

## ITEM 7 – Capacities and Dimensions of Railcars

For marked capacities, lengths, dimensions, and cubical capacities of railcars, see the Official Railway Equipment Register, RER 6414-series (or other replacement publication), issued by National Railway Publication Company, Agent.

## ITEM 8 – Articulated Railcars

For articulated railcars, any applicable charge listed in this tariff will be doubled and applied to each railcar.

## ITEM 9 – Cargo Seals

The NYNJ does not furnish, apply, verify, or inspect seals. When seals are applied, all doors, hatches, valves and other openings on the railcar must be sealed. Shipper/Consignor/Loader must include each seal number and the name of the employee applying the seal(s) in its Shipping Instructions. The NYNJ will not honor claims for loss, damage, or contamination of railcar contents based solely on the absence of one or more seals at the time of delivery at destination. The NYNJ reserves the right to audit, at the NYNJ's expense, the Shipper/Consignor/Loaders on-site seal records.



## ITEM 10 – Reference to Tariffs, Items, Notes and Rules

Where reference is made in this tariff to tariffs, items, notes, publications or rules such reference(s) are continuous and include supplements to and successive issues and reissues of such tariffs, items, notes, publications and rules.

## ITEM 11 – Governing Law

To the extent not governed by Federal law, the laws of the state of New York without regard to conflict of law provision shall govern the construction and interpretation of this publication and all rights and obligations of the parties.

## ITEM 12 – Severability

If any provision of this publication is held invalid by a court or governmental entity of competent jurisdiction, such provision shall be severed from this publication and to the extent possible, this publication shall continue with regard to the remaining provisions.

## ITEM 13 – Transportation

The NYNJ agrees to transport shipments with reasonable dispatch. The NYNJ does not guarantee rail service within any particular timeframe. Bunching and Run Around will not be considered railroad error and no allowance will be made.

## ITEM 14 – Bankruptcy or Insolvency

In the event a Customer files or is the subject of a filed petition in bankruptcy and has a transportation contract or other agreement with NYNJ (collectively "Agreement"), Customer will, as soon as practicable:

1. Identify the NYNJ as a "Critical Vendor" of essential services as that term is interpreted and understood within the context of a bankruptcy proceeding.
2. Identify any Agreement with the NYNJ under which there remains continuing unperformed obligations; and,
3. Choose to elect to either assume or reject such Agreements identified pursuant to item 9 (2) above within sixty (60) days of the date of the filing of the petition in bankruptcy.

In the context of a bankruptcy proceeding, no Agreement identified under item 9 (2) may be assigned without the NYNJ's consent, unless the NYNJ is given adequate assurance of future performance by the assignee. Such adequate assurance will include, but not necessarily be limited to, a deposit with NYNJ as security for the timely payment of invoices for services rendered in an amount equal to the average thirty (30) day accrual for such charges.

## ITEM 15 – Cancellation Notice and Methods

NYNJ 8000-G cancels and replaces NYNJ 8000-F. Provisions in NYNJ 8000-F that are not published herein may be listed in a contract or another published Tariff for which NYNJ subscribes. All publications for which a subscribing carrier is listed should be reviewed before tendering shipments on any railroad.

As this Tariff is re-issued, letter suffixes will be used in alphabetical sequence starting with letter A. Individual item(s) may also be handled the same way.

## ITEM 20 – Normal Business Hours & Service Days

NYNJ Offices are open between the Eastern Standard Time (EST) hours of **6:00 AM EST and 3:00 PM EST**, Monday through Friday, excluding holidays.

Service to each Customer is subject to change at the discretion of NYNJ. Please contact customer service listed on page 2 of this tariff for inquiries on service to your facility.

## ITEM 30 – Holidays Observed by NYNJ

Whenever reference is made to “holidays”, it shall mean only the days listed below:

**New Year’s Day** – January 1<sup>st</sup> (\*)  
**Martin Luther King’s Birthday** – Third Monday of January  
**President’s Day** – Third Monday of February  
**Memorial Day** – Last Monday of May  
**Juneteenth** – June 19<sup>th</sup> (\*)  
**Independence Day** – July 4<sup>th</sup> (\*)  
**Labor Day** – First Monday of September  
**Columbus Day** – Second Monday of October  
**Thanksgiving Day** – Fourth Thursday of November  
**Day After Thanksgiving** – Fourth Friday of November  
**Christmas Eve Day** - December 24<sup>th</sup>  
**Christmas Day** – December 25<sup>th</sup> (\*)

*Note 1 – When this date (\*) occurs on a Sunday, the following Monday will be observed as the holiday.*

## ITEM 40 – NYNJ Locations

This NYNJ yard locations:

51ST STREET RAIL YARD	–	BROOKLYN	NY
65TH STREET RAIL YARD	–	BROOKLYN	NY
SOUTH BROOKLYN MARINE TERMINAL (SBMT)	–	BROOKLYN	NY
GREENVILLE YARD	–	JERSEY CITY	NJ
PORT JERSEY RAIL DIVISION	–	JERSEY CITY	NJ

## ITEM 45 – Overloaded Railcars

An overloaded car is defined as a rail car for which either the net weight (actual weight of freight including all other materials incidental to the movement of the goods) is in excess of the car’s authorized load limit (as listed in Universal Machine Language Equipment Register-UMLER), or the gross weight (combined weight of railcar and freight including all other material incidental to the movement of the goods) is in excess of the track weight limitations at any point along the route of movement.

**To determine track weight limitation at any point along the route of movement for the NYNJ, you can contact customer service listed on the subscription page 2 of this tariff.**

If car is overloaded, Shipper is responsible for the removal and disposal of the excess portion of the lading of the car. NYNJ will not be responsible for damaged goods, or loss of lading resulting from the process of removing excess portion and NYNJ will not assume responsibility for the proper loading or unloading of any lading into or out of a car containing excessive lading. All charges referred to are assessed as a deterrent to the unsafe practice of overloading rail cars and are not connected in any way with any other charges.

If a car is found to be overloaded at origin after having been removed from industry or if a car is found to be overloaded at railroad tracks where loaded or if a car is found to be overloaded after the car has departed the origin station, the overloaded car(s) will be placed at a point of NYNJ's choosing until the excess lading is removed and will be subject to a **\$1,000.00 surcharge** will be applied against each car. In addition to the surcharge, other charges in NYNJ 8000-series will be applicable.

Shipper will be notified and shall remove the excess lading at the operating convenience of the NYNJ. Cars found to contain excess lading at origin will remain on continuous demurrage under the provisions found in tariff NYNJ 8000-series covering demurrage charges, until the excess lading is removed.

If the Shipper fails or refuses to arrange to have the excess lading removed from each car within one hundred and twenty (120) hours from the date and time of notification, NYNJ may, at its discretion, arrange for removal and disposal of the lading in excess of the weight limit needed to allow the car to continue safely to destination. The Shipper will be assessed and pay actual cost of removal and disposal to the party removing the lading from the car. If Shipper/Consignor has not commenced reducing the excess portion from each car after two hundred and forty (240) hours from the date and time of notification, the lading in the car will have been deemed abandoned and NYNJ may, at the option of NYNJ's freight Claim Department sell or dispose of the lading. All charges and cost resulting from the overloaded car, will be deducted from the proceeds of sale.

If a car found to be overloaded can be safely moved, or is discovered as overload at destination, a **\$1,000.00 surcharge** will be applied against each car.

## ITEM 46 – MAXIMUM WEIGHT ON RAILS

All freight cars in the absence of maximum loading limits stenciled thereon, equipped with AAR standard axles may be loaded as provided in Association of American Railways Field Manual Rule 70. If the Marked Capacity is as shown under [A] below, the Total Weight on Rail will be as shown under [B] below:

[A] -----	[B]
80,000 pounds -----	142,000 pounds
100,000 pounds -----	177,000 pounds
140,000 pounds -----	220,000 pounds
200,000 pounds -----	263,000 pounds
227,000 pounds -----	286,000 pounds

NYNJ will not accept any TOFC or COFC units with a gross weight exceeding the maximum gross weight permissible under Federal, State and/or Municipal Weight Laws, but in no case shall the combined gross weight exceed 65,000 pounds. Gross weight means combined weight of trailer and lading.

# ITEM 50 – Cargo Loss and Damage Provisions

## 1. General Application

- a. Provisions of this item take precedence over all other liability provisions contained in the publication, except where expressly modified.
- b. The Customer/Shipper/Loader/Owner/Consignee/Unloader shall release, indemnify and hold harmless NYNJ, for all loss, damage, or injury (collectively, including without limitation attorney's charges and other costs of litigation, liability to third parties, fines, penalties, environmental response, investigation, and remediation costs, and natural resource damages) arising from (a) any defects in or failure of private equipment; (b) improper loading or unloading practices, including without limitation excess weight or failure to properly close, secure and tender loaded or empty equipment; (c) failure by the Customer (or its agents or contractors or receivers) to comply with the representations, warranties and covenants made in the price authority and/or contract or with the rules applicable to Customer with respect to the movement of commodities pursuant to the price authority and/or contract; (d) the presence of any trace chemicals or contaminants in the commodity which are not described in the commodity's proper U.S. DOT shipping description, as provided in applicable U.S. DOT regulations; or (e) any loss, damage or injury to the extent caused by Customer/Shipper/Loader/Owner/Consignee/Unloader (or its agents or contractors). The liability assumed by Customer/Shipper/Loader/Owner/Consignee/Unloader shall not be affected by the fact, if it is a fact, that the loss, damage, or injury was occasioned by or contributed to by the negligence of the NYNJ, except to the extent that such claims are proximately caused by the intentional misconduct or gross negligence of NYNJ. Acceptance of a shipment by the rail carriers for transportation shall not be considered as a waiver of the Customer/Shipper/Loader/Owner/Consignee/Unloader's liability.
- c. NYNJ shall not be liable for any loss, damage or delay to equipment or lading caused by Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the Shipper/Consignor/Loader, Owner or Consignee/Receiver/Unloader, or from any cause whatsoever which occurs while the equipment and lading is not in the actual physical custody and control of carrier(s); or from any cause whatsoever which occurs while the equipment and lading is in the actual physical custody and control of carrier(s) due to the inability of the Shipper, Consignee, or their disclosed agent to receive equipment as identified by constructive placement or storage status unless it can be proven that carrier's gross negligence was the cause of same. The Shipper and Consignee shall be jointly responsible for all loss, costs, and expenses, including but not limited to the repair of damaged equipment (including complete loss of use), loss or damage to cargo, transfer services and derailment costs.
- d. Unless amended by written agreement prior to shipment, NYNJ liability for the contents of any rail car will be limited to the actual amount of physical loss or damage sustained to the cargo plus any costs incurred through the efforts to mitigate such loss and/or damage or **\$35,000.00**, whichever is the lesser of the two amounts. NYNJ will not be responsible for special damages, consequential damages, indirect loss or punitive damages arising from the loss, damage, suspected contamination, or delay to cargo, nor will NYNJ be liable for any losses attributable to fluctuation in the market value of the cargo. Furthermore, NYNJ will not be liable for any losses, direct or indirect, which result from an interruption of rail service, nor does NYNJ guarantee rail service on any scheduled time frame. NYNJ will not be responsible for interest or attorney fees. NYNJ's maximum liability for freight loss or damage will not exceed the liability of the billing party or the party tendering the cargo to the NYNJ. Claim reimbursement will be at the manufacturing cost, not at retail price.
- e. In the event of an act or omission of any party involved in the transportation process; (shipper, carrier, 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.
- f. NYNJ is not liable for temperature, corrosion or humidity related losses unless mechanical protective service is requested, paid for and NYNJ owned or leased equipment is used.

Perishable or any freight under protective service will be accepted from connecting carrier for delivery to Customers with the understanding that protective service is not provided by the NYNJ, therefore the NYNJ will not accept liability of any loss or damage resulting from failure of such protective service.

- g. NYNJ is not liable for loss or damage caused by defective equipment when such equipment is not owned or leased by NYNJ.
- h. In the absence of any other evidence, a seal breach will not create a presumption of loss or contamination.

## 2. Loss/Damage Verification & Disposition Provisions

- a. NYNJ has the right to inspect, weigh or reject shipments at origin, en route or at destination for noncompliance with the provisions contained in applicable publications.
- b. NYNJ reserves the right to inspect damaged cargo. If NYNJ has notified shipper or consignee that NYNJ is invoking this right, as a condition precedent to recovery of any claims, the consignee must immediately notify the rail carrier upon discovery of any damage and allow NYNJ or its agent to inspect.
- c. Failure of NYNJ to inspect damaged cargo, for whatever reasons, 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 NYNJ.
- d. Shippers and/or consignees must mitigate damage situations by accepting the damaged cargo. Shippers and/or consignees may not abandon damaged or partially damaged shipments.
- e. Product that is abandoned to the rail carrier in an undamaged condition shall be sold for account of whom concerned, and salvage proceeds only, less any salvaging expenses incurred, shall be remitted to the beneficial owner.

Product that is abandoned shall be sold for account of whom concerned, and salvage proceeds only, less any salvaging expenses incurred, shall be remitted to the beneficial owner.

## 3. Claims

- a. As a condition of precedent for payment of a claim, claims must be filed in writing on approved form and submitted within twelve months of delivery date. Claims may only be submitted by the beneficial owner or a party to the transportation terms or agreements. Claims filed for **\$500.00** or less for damage or cargo loss will not be accepted or paid by the NYNJ. In addition, the beneficial owner hereby waives any and all recovery, remedies and/or rights with respect to such claims.
- b. All written claims must include the following documentation:
  - 1. A demand for payment of a specific amount.
  - 2. Information identifying the rail shipment including equipment initials and number, shipper and receiver's names, shipping date and commodity.
  - 3. Origin records or certification as to the condition and quantity of the cargo at the time tendered to the rail carrier. If shortage is involved, origin seal records must be furnished.
  - 4. Verification of the amount claimed such as certified invoices.
  - 5. Evidence as to the disposition of damaged cargo.
- c. NYNJ reserves the right to summarily deny any and all claims submitted that do not contain all of the aforementioned documentation.

## ITEM 55 – Right to Sell Abandoned/Refused/Unclaimed Property

Freight that is abandoned by the Shipper and/or Consignee, or Refused by the Shipper and/or Consignee, or is unclaimed within 15 calendar days after notice is issued to the Shipper and/or Consignee may be sold by the NYNJ. The proceeds of any sale will be applied to the payment of NYNJ charges, and any expenses incurred by NYNJ and any balance will be paid to the owner of the property sold by NYNJ.

## ITEM 56 – Dimensional Pre-clearance Proposal

There will be a **\$1,000.00** pre-clearance proposal charge for each dimensional proposal submitted to the NYNJ. While the proposal is in “submitted” status, changes to the proposed dimensions (length, width, height) may be made at any time without additional penalty. Once the proposal is in “working” status, the Customer may make only two additional changes to the proposed dimensions (length, width, height) without incurring an additional charge. Any additional charges (beyond the changes described above) to the proposed dimensions will be subject to an additional pre-clearance proposal charge. Once the proposal is in “completed” status, no more changes can be made.

Payment of any pre-clearance proposal charges must be made before “working” status.

Each pre-clearance proposal that results in an actual load moving on the NYNJ within one (1) year from the date the clearance review is completed, the Customer will be entitled to a refund of the pre-clearance proposal charge. The Customer must submit proposal and refund requests through email listed on subscription (page 2 of this tariff).

In the event the clearance proposal results in the NYNJ not being able to clear the load for transportation, a refund will not be issued but clearance maximum dimensions will be provided

Submissions of a pre-clearance proposal to the NYNJ for clearance of a shipment does not create any obligation to provide transportation of the proposed shipment or any other shipments that may be tendered by the Customer.

## ITEM 57 – Private Car Application for Railroad Marked Cars

NYNJ is aware that Shippers and/or Consignees may sometimes lease railcars from other railroads for shipments that may originate or terminate the NYNJ. Such railcars normally contain the reporting marks of the lessor railroad. In order to avoid the assessment of demurrage charges by the NYNJ, when such railcars are located on private or leased tracks, on the NYNJ, it is necessary that shippers apply to and receive the approval of the NYNJ for the designation of such cars as “private” cars for the purposes of demurrage or storage. The NYNJ reserves the right to assess demurrage and storage charges while cars designated as private are on railroad owned tracks.

1. Shipper and/or Consignee must submit a written request to the NYNJ not less than thirty (30) days prior to the date that the “private” car designation for railroad marked equipment should take effect to all email addresses listed on the subscription page 2 of this tariff. The request must include:
  - a. Name of Shipper and/or Consignee leasing the railcars;
  - b. Name of lessor railroad;
  - c. Listing of the reporting marks of the railcars being leased and railcar type(s);
  - d. Length of time requested for the private railcar designation;
  - e. Copy of applicable railcar lease (upon request of the NYNJ);

2. The NYNJ will provide a written reply to each request within thirty (30) days of receipt of the request. The NYNJ, in its sole discretion may accept or reject the request in whole or in part. The NYNJ may accept a smaller number of railcars than requested and/or for a shorter amount of time.

## ITEM 58 – Service Interruption Financial Responsibility

NYNJ reserves the right to assess financial responsibility for charges outlined in this Tariff when Customer or entity actions obstruct NYNJ from providing rail service to NYNJ Customers or that adversely impact NYNJ operations.

## ITEM 59 – Returned, Refused or Rejected Shipments

When shipment covered by this publication has reached destination but is refused or rejected, not unloaded, and is returned to the original shipping point for reasons other than the NYNJ's error, the return movement will be subject to the rate and minimum weight in the reverse direction in effect on the date shipment is tendered for return.

## ITEM 60 – Loading and Unloading of Equipment

**LOADING:** All loading, bracing, and blocking must comply with the applicable, Association of American Railroad's pamphlet or general information series publication or modification approved by carrier's Damage Prevention Services prior to shipment. Shippers are required to take all necessary additional steps to protect their product and the equipment being used during rail transportation. In the event of a load shift, derailment or equipment damage, when it is determined by NYNJ that there was insufficient or improper loading, bracing or blocking, the Shipper/Loader shall be assessed **\$1,000.00 per car** and will additionally be responsible for all loss, costs and expenses, including but not limited to the repair of damaged equipment (including complete loss of use), loss or damage to cargo, transfer services and derailment costs. In addition, all charges, administrative, civil fines, storage and demurrage are due and payable in full before the railcar or the cargo is released.

**UNLOADING:** Upon arrival and placement of equipment for unloading at destination, Consignee/Unloader will be responsible for unloading the equipment in a manner which does not damage the equipment, closing doors if so equipped, and for releasing the equipment in a condition suitable for reloading a similar commodity by another Shipper. If Consignee/Unloader refuses or fails to remove all lading, dunnage, blocking, bracing, strapping, miscellaneous debris, or other material that was part of the inbound shipment, secure interior loading devices, or places additional material into the equipment before releasing the car, and the NYNJ discovers such failure and proceeds to remove or have removed such debris or when it is determined by NYNJ that there was improper unloading, the Consignee/Unloader shall be assessed **\$1,000.00 per car** and will additionally be responsible for all loss, costs and expenses, including but not limited to the repair of damaged equipment (including complete loss of use), loss or damage to cargo, transfer services and derailment costs. In addition, all charges, administrative, civil fines, storage and demurrage are due and payable in full before the railcar is released.

## ITEM 65 – Right of Entry (ROE)

Prior to entering NYNJ property, Customer shall contact Customer Service (found on page 2 of this tariff) to coordinate entry, fill out appropriate ROE forms and supply insurance.

To the extent that Customer is self-insured, Customer shall provide evidence of such to NYNJ in a form satisfactory to NYNJ. Customer shall require any contractor or third party entering the NYNJ on its behalf to procure, maintain and provide to NYNJ the same types, amounts and coverage extensions as required by Customer above.

The amount of any insurance will not operate as a limit to any liability of Customer or Customer's Agent.

## ITEM 70 – Glossary of Terms

**ACTUAL PLACEMENT:** When a car is placed in an accessible position for loading or unloading, or at a point designated by the Customer or designated agent/party loading or unloading the car. Actual Placement of a car upon tracks of receiving party will constitute notice. Actual Placement is commonly referred to as PACT.

**ASSIGNED CARS:** The assignment of cars to a given Shipper at a specific location as defined in Car Service Rule 16 and Car Hire Rule 22 as published in Railinc Circular No. OT-10.

**BILL OF LADING:** Uniform Bill of Lading as contained in the Uniform Freight Classification UFC 6000-Series, subject to modification as may occur from time to time. Commonly referred to as BOL.

**BROKER:** An agent or intermediary negotiating the buying or selling contents of car, other than Shipper or Consignee.

**BUNCHING:** The accumulation of cars for loading or unloading shipped on different days. Since the NYNJ does not control the flow of inbound cars from connecting railroads, no allowance will be made in demurrage charges.

**CAR:** Shortened term for Railcar.

**CARRIER:** Railroad with registered AAR mark, operating as STB common carrier.

**CHARGEABLE DAY:** A twenty-four (24) hours period or fraction thereof that follows the expiration of Free Time.

**CHARGEABLE DEBIT:** Chargeable debits are the difference between the debits applied to a car minus any applicable credits.

**CONSIGNEE:** The party designated on the bill of lading as the entity legally entitled to receive delivery of the car from the carrier.

**CONSTRUCTIVE PLACEMENT:** When a car cannot be actually placed for loading or unloading because of any condition attributable to the Customer, such car will be constructively placed. Commonly referred to as PCON.

**CREDIT:** See description of term for Free Time

**CUSTOMER:** Shipper, Loader, Unloader, Consignee, Freight Payer, Beneficial Owner or party entitled to receive notification.

**DEBIT:** See description of term for Demurrage Day.

**DEMURRAGE:** Demurrage is a charge for detaining a railcar. Railroads charge demurrage as an incentive for Customers to load and unload cars promptly, to prevent congestion in railroad terminals caused by idle cars, and ultimately to improve the utilization of a valuable asset. Reduced dwell translates into faster, more reliable cycle times and better service.

**DISPOSITION:** Information, including forwarding instructions and/or release, which allows the railroad to tender or release the car from the Shipper's, Consignee's, Loader's, or Unloader's account.

**DIVERSION:** The term "Diversion" can be used interchangeably with "Reconsignment" and means any request for change in the bill of lading or waybill. A diversion is used to change name of any party on the waybill, route, or deliver railcar(s) to other than the original billed destination. If change requires the car to move over track that it has already traveled (back haul), the car may be diverted to the next logical terminal. From there, new shipping instructions (new Bill of Lading) will be required to move the car from its current location to the new destination.

**EMPTY CARS ORDERED AND NOT USED:** Empty cars ordered, placed or constructively placed for loading and not used in transportation service.



**EMPTY RELEASE INFORMATION:** Information is received electronically via NYNJ Webtool and via EDI. Information contains advice that a railcar is empty and available for the NYNJ.

When a car is unloaded and then reloaded, empty release information must be furnished prior to car being reloaded. If not furnished, demurrage will be continuous until forwarding instructions are received.

NYNJ will also accept empty release information in writing via phone or email listed on the subscription page (found on page 2 of this tariff).

Advice received by the railroad to move a car to be held for “forwarding instructions”, whether furnished by the party unloading car or another party does not constitute “forwarding instructions” or a release from demurrage or other like charges.

**FORWARDING INSTRUCTIONS:** A bill of lading (BOL) given to the NYNJ via EDI from connecting carrier. The BOL must contain all of the necessary information which allows for the immediate movement by the NYNJ. Forwarding instructions will be effective on date and time advice is received by NYNJ from connecting Carrier.

NYNJ will also accept bills of lading in writing via email listed on the subscription page (found on page 2 of this tariff).

Advice received by NYNJ to move a car to be held for “forwarding instructions”, whether furnished by the party loading car or another party does not constitute “forwarding instructions” or a release from demurrage or other like charges.

A bill of lading, or other suitable order, covering car(s) requiring clearance from all carriers in the routing will not constitute “forwarding instructions” until clearance is received from all carriers in the routing.

**FREE TIME:** A period of time following actual or constructive placement during which demurrage is not charged. May also be referred to as Credit.

**HAZARDOUS MATERIALS:** SUBJECT TO TARIFF BOE 6000 (HAZARDOUS MATERIALS REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION) Hazardous Materials are defined as “Hazardous Wastes” and “Hazardous Substances” as named in Hazardous Materials Regulations of the U. S. Department of Transportation in 40 Code of Federal Regulations (CFR) 260 through 263 and 49 CFR 171.8 or successor thereof, requiring the use 4-digit identification numbers on shipping documents, placards or panels and identified with Standard Transportation Commodity Codes (STCC) beginning with 48 and 49 or beginning with STCC 28 and 29 and converting to STCC 48 or 49, and as listed at 49 CFR 172.101 (Table of Hazardous Materials) or successor thereof.

**HAZARDOUS MATERIALS (TIH/PIH):** As defined in AAR Circular No. OT-55, as amended from time to time.

**IDLER/REACH CAR:** An empty car used to protect overhanging loads or used between cars loaded with long material.

**INDUSTRY:** A rail served location (warehouse, factory, dock, plant, etc) that is defined by a track number.

**INTERMEDIATE SWITCHING:** A switching movement by a carrier that neither originates nor terminates the shipment nor receives a line haul on that shipment.

**INTER-TERMINAL SWITCHING:** Switching move performed by two railroads. The first railroad moves car from an industry, then interchanges equipment with the second railroad for placement at an industry with the same terminal switching limits.

**INTRA-PLANT SWITCHING:** A Customer-requested switching movement subsequent to actual placement, when loaded or empty, from one track to another track (or between two points on the same track), within the same plant or industry without leaving the tracks of the same plant or industry.

**INTRA-TERMINAL SWITCHING:** A Customer-requested switching movement (other than intra-plant switching) from one track to another track of the same carrier, within the switching limits of one station or industrial switching district.

**LOADER:** Party physically loading the car.

**LOADING:** The complete or partial loading of a car is the act of placing cargo in a rail car pursuant to published loading and clearance rules and the furnishing of forwarding instructions.

**NON-CARRIER:** Railroad operations that do not operate as an STB common carrier.

**NYNJ:** New York New Jersey Rail, LLC

**NYNJ Web tools:** Web based interface that allows Customers to manage their inventory, order railcars, order switching and release of empty railcars.

**OPEN GATE:** A Customer who has unrestricted access (physical or otherwise) by NYNJ to the Customer's facility so as to permit NYNJ to switch cars in or out of that facility.

**ORDER IN CUSTOMER:** A Customer who, by prior arrangement, has notified the NYNJ that cars shall not be placed, or considered to be placed, for loading or unloading, until the NYNJ has received an order for placement from said Customer.

**ORDER IN:** An order for a car on constructive placement to be spotted at a Customer's facility, the party entitled to receive the car must order the car for placement.

**OTHER THAN PUBLIC DELIVERY TRACK:** Any track assigned for individual use, including privately owned or leased track.

**OVERLOADED RAILCAR:** An overloaded railcar is defined as a rail car for which either the net weight (actual weight of freight including all other materials incidental to the movement of the goods) is in excess of the car's authorized load limit (as listed in Universal Machine Language Equipment Register-UMLER) or the gross weight (combined weight of railcar and freight including all other material incidental to the movement of the goods) is in excess of the track weight limitations at any point along the route of movement. To determine track weight limitation at any point along the route of movement for the NYNJ please contact all email addresses listed on the subscription page 2 of this tariff.

**PARTIAL LOADING/UNLOADING:** The partial loading or unloading of a car and the furnishing of forwarding instructions.

**PARTY:** An entity doing business with the railroad or with the Customers of the railroad.

**PRIVATE CAR(S):** A car bearing other than railroad or TTX reporting marks that is not railroad controlled.

**PRIVATE TRACK:** Any track designated for use by an individual rail customer. It includes customer-owned tracks at the customer's facility and tracks owned or controlled by NYNJ and leased to the customer wherever located.

**PUBLIC DELIVERY TRACK:** Any track for owned or controlled by NYNJ and available to established Customers for loading or unloading railcars. Commonly referred to as a Team Track.

**RAILROAD CONTROLLED CAR:** Any car other than a private car.

**RECEIVING PARTY:** The Customer physically receiving the railcar is known as the receiving party and is responsible for the demurrage.

**RECONSIGNMENT:** See Diversion.

**REFUSED/REJECTED LOADED CAR:** An original loaded car refused at destination without being unloaded.

**RELEASE:** When forwarding instructions have been received. Date and time that the NYNJ receives forwarding instructions and advice that a car is available for movement and from non-credit Customers the payment of any charge due.

Cars found to be improperly loaded at origin will not be considered released until the load has been properly adjusted and clearance has been obtained.

Loaded or empty cars released and pulled from private tracks, which must first be held on railroad track awaiting forwarding instructions, are subject to demurrage/storage provisions and charges as provided in this Tariff.

Demurrage charges will continue to accrue to the NYNJ served Industry even when cars are released to a third-party, until the time the billing is received from the third-party.

A bill of lading, or other suitable order, covering car(s) requiring clearance from all carriers in the routing will not constitute "forwarding instructions" until clearance is received from all carriers in the routing.

**RELOAD:** The complete unloading and subsequent reloading of the same railcar.

**RESPOT OR RESPOTTING:** The movement of a car or cars at the Customer's facility solely for the purpose of allowing another car or cars to be placed there.

**RUN AROUND:** Car(s) placed at Customer designated track(s) ahead of previous arrivals held by the railroad on railroad owned tracks.

**SHIPPER or CONSIGNOR:** The party designated on the bill of lading as the entity which has caused the car to be consigned into transportation.

**SPECIAL SWITCH:** When Customer requests and receives dedicated and exclusive service (typically outside of the normal service hours)

**SPOT ON ARRIVAL:** The NYNJ, without notification, will place cars for loading or unloading immediately upon their availability for placement.

**SPOT ON ARRIVAL CUSTOMER:** A Customer who has not requested to be an Order In Customer will be considered a Spot On Arrival Customer (see Spot on Arrival). If constructive placement of a car is necessary, the car will not be placed for loading or unloading until NYNJ has received an order for placement from the Spot On Arrival Customer.

**STCC:** Standard Transportation Commodity Code.

**STOPPED IN TRANSIT:** When cars are held in route because of any condition attributable to the Shipper, Loader, Consignee, Unloader or Owner.

**STORAGE DAY:** A twenty-four (24) hour period, or fraction thereof.

**SWITCHING LIMITS:** Switching limits include all sidings, warehouses, team tracks, industrial tracks and points of interchange with connecting carriers, at all points located on NYNJ.

**TEAM TRACK:** Any track for use by the general public for loading or unloading railcars. Commonly referred to as a Public Delivery Track.

**TENDER:** The offer of goods for transportation, or the offer to place cars for loading or unloading.

**TIME:** Local time applicable.

**UNLOADER:** Party physically unloading the car.

**UNLOADING:** The complete removal of cargo by the Customer (consignee) from a rail car and notice by the customer to NYNJ that the car is empty and available for pick up.

## ITEM 80 – Invoicing, Payment Terms & Finance Charges

Depending on the service NYNJ performs, most invoices sent by NYNJ are billed monthly.

Shipments must be accompanied by full payment of charges unless the party responsible for payment of charges has established credit to the satisfaction of the NYNJ.

1. If credit is granted with NYNJ, full payment is due within thirty (30) days of NYNJ's invoice date.
2. Payment shall be deemed to have been made on the date the receipt of funds is in NYNJ's bank.
3. Payments must be accompanied by remittance information that details what invoice number is being paid and the amount within the payment for each invoice.
4. Customer shall be responsible to pay any bank charges caused by lack of funds to support check payments or charges associated with bank transfers (i.e. wire transfers)

### Finance Charges

In the event charges are not paid or paid in full within thirty (30) days of invoice date, the NYNJ will assess late fee of fifteen percent (15%) which will be added to each open invoice balance. An additional fifteen percent (15%) late fee will be added to each subsequent 30-day overdue period until all balances and fees are paid in full.

When an invoice remains unpaid after ninety (90) days, NYNJ shall have the option of suing to collect the amount of the invoice plus interest and reasonable attorney's fees, place the Customer on a cash basis. If Customer is on a cash basis, rail service may be interrupted pending payments on account.

### Invoice Disputes/Claims

In order to be allowed relief from a billed amount, a claim must be presented to the NYNJ, in writing within thirty (30) days of the billing date, with supporting documentation, stating fully the conditions for which relief is claimed, identifying contested cars by car initial, car number and location.

Claims sent to the NYNJ which are not found to be valid will be subject to a processing charge of **\$50.00** for each incorrectly disputed car. Claims are to be sent to all email addresses listed on the subscription page (found on page 2 of this tariff)

**All claims not received within thirty (30) days will result in invoice being considered valid and prompt payment will be expected.**

**Improper Charges:** If, by error, demurrage or storage charges are improperly assessed, charges will be adjusted to the amount that would have accrued but for such error.

**Unacceptable Claims:** Bunching and run around will not be considered railroad error and no allowance will be made.

**Force Majeure:** In the event it is impossible for Shipper, Loader, Consignee, or Unloader to get to a car or to load or to unload due to acts of God, including, but not limited to flood, earthquake, hurricane, tornado, or other severe or climatic conditions, the demurrage directly chargeable thereto will be adjusted, provided the impediment is at least two (2) days in duration. Notification of this impediment must be made to Customer Service within 24 hours of interference and daily updates must be sent to the NYNJ at the email address listed on the subscription page (found on page 2 of this tariff).

## Demurrage and Storage

### ITEM 100 – General Application of Demurrage and Storage

Demurrage is a charge for detaining a railcar. Railroads charge demurrage as an incentive for Customers to load and unload railcars promptly, to prevent congestion in railroad terminals caused by idle railcars, and ultimately to improve the utilization of a valuable asset.

Storage is a charge for holding excess railcars under contract or agreement with zero rated carhire. If cars are stored on the NYNJ and a contract or agreement is not in place or is no longer applicable, tariff charges will apply.

This publication takes precedence over any other domestic, interstate, intrastate, export or import publication, containing rules, regulations and charges on demurrage and storage for the account of NYNJ, and will be applied by NYNJ to the receiving party served by NYNJ and the receiving party will be responsible for payment of such charges.

*Note 1: Charges **will apply** on the effective date of this tariff against all railcars on the NYNJ.*

*Note 2: Charges **will not apply** against private railcars while held on private tracks.*

*Note 3: **Hazardous shipments are not allowed on the NYNJ.** See Item 110*

### ITEM 110 – Hazardous Shipments

Railcars with loaded materials or residue from commodities designated as hazardous materials, substances or waste as described in HAZARDOUS MATERIALS REGULATIONS of the U.S. Department of Transportation in 49 CFR or successor thereof, including railcars containing commodities designated as toxic/poison inhalation hazard (TIH/PIH) and Division 1.1 and 1.2 explosives are **not allowed to interchange to the NYNJ, nor be in the possession or movement by NYNJ.**

### ITEM 120 – Notification

#### NYNJ to Customer

Email notification of railcars held on NYNJ under constructive placement will be furnished to the email address or addresses provided by the receiving party served by the NYNJ. Notification sent to email address provided will be considered as having been received. Should NYNJ receive a failure to deliver message due to any reason attributable to the receiver, such as invalid email address, notice will be considered to have been given on any Constructive Placement notice attempted to deliver.

Constructive placement notification occurs when due to any condition attributable to the receiving party served by the NYNJ which prevents NYNJ from making actual placement.

Actual placement of railcar(s) upon tracks of receiving party served by NYNJ will constitute notice.

All dates and times of constructive and actual placement by the train crew's record will govern the chargeable time as described in this tariff. The receiving party served by NYNJ must review and report discrepancies between receiving party's inventory and NYNJ reported inventory within twenty-four (24) hours of discrepancy to the NYNJ Customer Service listed on page 2 of this tariff. If communication is not received within twenty-four (24) hours, the train crew's record will govern for application of charges. For email recipient maintenance of notifications or daily inventory reports, please make request to via Customer Service on page 2 of this tariff.

## Customer Notification to NYNJ

Customers shall provide **both** written and oral notification to Customer Service listed on page 2 of this tariff that car(s) have been unloaded or loaded and are ready for pick up.

*Note 1: It is the origin industry's responsibility to ensure information is received by all railroads, including NYNJ. Charges for railcars released without proper billing are subject to Item 390.*

*Note 3: A charge will be assessed on railcars released prior to being fully unloaded or loaded (see Item 385).*

## ITEM 125 – Free Time

Chargeable days are defined as days that follow the expiration of Free Time. Free time will be allowed for each railcar as follows:

### Unloading

Railroad Controlled Railcars Three (3) days

### Loading

Railroad Controlled Railcars Three (3) days

Free time will be computed from the day car is received in interchange by the NYNJ. Weekends and holidays are included in free time unless charges have begun. Weekends and holidays are chargeable once the first chargeable day occurs.

*Note 1: No free time will be allowed on Heavy Duty railcars, including TTX, QTTX, KRL, LNAC, and ALT marked railcars with load limits in excess of 200,000 lbs.; or on any commercial, rail-controlled railcar with a load limit in excess of 240,000 lbs.*

*Note 2: No free time will be allowed on railcars held for purposes other than loading or unloading or for any other purpose for which NYNJ is waiting on disposition.*

## ITEM 140 – Demurrage Charges

Demurrage charges	Item 140
<p>On railcars subject to demurrage charges, after the expiration of free time allowed (see Item 125), a charge per day, or fraction thereof, will be assessed against each railcar until the railcar is released</p> <p>Charges will accrue on all weekends and holidays subsequent to the first chargeable day.</p> <p><i>Exception 1: If Item 110 applies, this Item does not apply.</i></p>	<p>\$80 per railcar, per day</p> <p>Responsibility: Industry served by the NYNJ</p>

# ITEM 150 – Storage Charges

Storage charges	Item 150
<p>This item applies to private railcars held on the NYNJ.</p> <p>The charges in this Item are immediate, there will be no Free Time or Holiday Time.</p> <p>The charges will end upon release of equipment from storage.</p> <p><i>Exception 1: If Item 110 applies, this Item does not apply.</i></p>	<p>\$25 per railcar, per day</p> <p>Responsibility: Customer responsible for railcars.</p>

# ITEM 160 – Demurrage Computation

Chargeable days calculated by subtracting Credit Days from Debit Days. At the end of each month, Chargeable days are calculated for each Customer accordingly.

*Exception 1: If Item 110 applies, this Item will not apply.*

### RAILCARS HELD FOR LOADING OR UNLOADING

Railcars (other than private railcars) that are held on NYNJ under constructive placement and while on private tracks are subject to demurrage provisions and charges in this Tariff.

#### COMPUTATION

1. Railroad-Owned/Controlled railcars will begin computation from the day car is received in interchange by the NYNJ until release from actual placement (PACT).

*Note 1: On reloaded railcars, demurrage will apply from the first day after advice is received that the railcar is empty until the railcar is released as a load; if advise that a railcar is empty is not furnished, demurrage will continue until railcar is released as load.*

### RAILCARS HELD FOR PURPOSES OTHER THAN LOADING OR UNLOADING

All railcars that are held on NYNJ while awaiting disposition from the Customer or in connection with a service request, or for any other purpose not attributable to the NYNJ are subject to demurrage provisions and charges in this Tariff with no free time, see item 125.

*Exception 1: If Item 110 applies, this Item will not apply.*

#### COMPUTATION

1. Railroad-Owned/Controlled railcars will begin computation from the day NYNJ holds the car until release is received.
  - a. Railcars diverted, refused, reshipped or stopped in transit.
  - b. Empty railcars ordered for loading, and not used in transportation service (other than a rejected railcar unfit for loading as referred to in Item 320).
  - c. Railcars waiting on payment of accrued charges.
  - d. Railcars held for other purposes which is not attributable to NYNJ.
  - e. Railcars with excessive lading held for reduction (see item 45).
  - f. Refused railcar(s).

# ITEM 170 – Demurrage (Straight Plan) & Storage Invoices

## Demurrage Invoices

Settlement of charges will be made on a calendar month basis on all railcars released during the calendar month. Demurrage charges will be assessed against the Customer at the facility/location served by NYNJ and they will be responsible for such.

### INVOICES

Demurrage Days accrued will be calculated separately by the following transactions:

1. Cars held for loading
2. Cars held for unloading
3. Cars held for purposes other than loading or unloading

*Note 1: Excess credits on one railcar cannot be used to offset demurrage days on another railcar.*

*Note 2: Excess Credits earned under Special Demurrage Contracts or Agreements cannot be used to offset demurrage calculated per Tariff.*

### CALCULATION OF CHARGES

The tariff or special agreement applied will be that in effect when the railcar is released.

1. Determine the total number of Chargeable Demurrage Days (debits) for each railcars.
2. Determine the total number of Credits for each railcar.
3. If total credits exceed total debits on a single railcar, demurrage charges will not be assessed that railcar.
4. If total debits exceed the total credits on a single railcar, demurrage charges will be assessed against that railcar.

*Note 1: The NYNJ will not allow relief on demurrage days for a railcar that has been constructively placed from the order-in date until the car is actually placed.*

## Storage Invoices

Settlement of charges will be made on a calendar month basis on all railcars stored during the calendar month. Storage will be assessed against the Customer at the facility/location served by NYNJ or other agreed upon Customer or Entity and they will be responsible for such.



## Switching

### ITEM 210 – Intra-Plant Switching

Intra-plant switching	Item 210
<p>An intra-plant switch charge will be assessed if a Customer requests NYNJ to move specific cars to specific spots or tracks within the confines of an industry.</p> <p>This applies to loads or empties</p> <p><i>Note 1: NYNJ will not be required to perform Intra-plant switching service except when NYNJ motive power is in or at the industry for other purposes.</i></p> <p><i>Note 2: If new spot location within the industry is occupied or not ready for service (i.e. blue flag, switch/gate locked, etc.), the IPS charge under this item will be charged in both directions.</i></p> <p><i>Note 3: Subject to item 221.</i></p>	<p>\$275 per railcar</p> <p>Responsibility: Party requesting switch</p>

### ITEM 215 – Intra-Terminal Switching

Intra-terminal switching	Item 215
<p>An intra-terminal switch charge will be assessed if Customer requests NYNJ to move a railcar from one track to another located on the NYNJ (other than an intra-plant switch) within the switch limits of the same station.</p> <p>This applies to loads or empties</p> <p>Some examples include:</p> <ul style="list-style-type: none"> <li>• When Customer requests NYNJ to return a previously received empty private railcar to interchange without loading the railcar.</li> <li>• A railcar that could not be placed to industry tracks and had to be brought back to the NYNJ railroad tracks.</li> <li>• A railcar that requires movement to address an issue with the railcar or an issue at the industry.</li> </ul> <p><i>Note 1: If railcar is ordered to a spot location that is occupied or not ready for service (i.e. blue flag, switch/gate locked, etc.), the ITS charge under this item will be charged in both directions.</i></p> <p><i>Note 2: Not applicable to dimensional loads. See Item 56</i></p> <p><i>Note 3: Subject to item 221.</i></p>	<p>\$275 per railcar \$800 per locomotive</p> <p>Responsibility: Party requesting switch</p>

## ITEM 220 – Inter-Terminal Switching

Inter-terminal switching	Item 220
<p>An inter-terminal switch fee will be assessed if NYNJ moves a railcar from one track to another track located in connection with two or more carriers within the switch limits of the same station. Charges from other carriers will be in addition to NYNJ fee.</p> <p>This applies to loads or empties.</p>	<p>\$275 per railcar</p> <p>Responsibility: Customer or Carrier that tenders the shipment to NYNJ</p>

## ITEM 221 – Heavy Duty Flat Car Switching

Heavy duty flat car switching	Item 221
<p>An ancillary fee will be charged in addition to the switch rates named in this tariff for each heavy-duty flat car moved on the NYNJ.</p> <p>This applies to loads or empties</p> <p><i>Note 1: Mechanical Designation as referred to in this item as defined in the Railway Equipment Register</i></p>	<p>\$855 per railcar (Mechanical designation of FG, FW or if an FM designation of 200,000 pounds over normal capacity)</p> <p>\$2,604 per railcar (Mechanical designation FD)</p> <p>Responsibility: Party requesting switch</p>

## ITEM 222 – Cherrypick Switching

Cherrypick Switching	Item 222
<p>Railcars release from facility or ordered to facility for placement, chosen by specific equipment mark/number, rather than by the operational sequence (commonly referred to as cherrypicking), will receive an additional charge per railcar.</p> <p>This applies to loads or empties</p>	<p>\$275 per railcar</p> <p>Responsibility: Party requesting railcar release or ordering railcars for placement.</p>

## ITEM 225 – Reciprocal Switching & Intermediate Switching

A reciprocal switch charge will be assessed on every loaded railcar that is interchanged with NYNJ at Greenville, NJ (GNVLL) in connection with NYNJ served facilities at charges shown below. The rates cover loaded movement of a car in one-direction and return of empty car.

NYNJ will perform intermediate switching between NS at Greenville, NJ (GNVLL) and NYA at Bay Ridge, NY for loaded railcars at charges shown below. The rates cover loaded movement of a car in one-direction and return of empty car.

COMMODITY	EQUIPMENT	CAR MARK	RATE	NOTES
Any - non-Specified	ANY	ANY	\$1,075 per car	Note 1
	ANY	ANY	\$1,506 per car	Note 2 or 3
Auto Fluff 4029100 - 4029999	GONDOLA	ANY	\$608 per car	
Auto Seat Covers 2399110	GONDOLA	ANY	\$563 per car	Note 1, b
Beer, Ale, Etc. 20821	BOX < 60 feet outside length	ANY	\$777 per car	Note 1
	BOX = or > 60 feet outside length	ANY	\$875 per car	Note 1
Brick or Blocks, Clay or Shale 32511	BOX < 60 feet outside length	ANY	\$801 per car	Note 1
	BOX = or > 60 feet outside length	ANY	\$881 per car	Note 1
Corn Oil 20465	TANK	ANY	\$980 per car	Note 1
Diesel Exhaust Fluid (DEF) 2818142	TANK	ANY	\$1,185 per car	Note 1, a
Fabricated Plastic 30719	HOPPER	ANY	\$922 per car	Note 1
Fly Ash 4011208	HOPPER	PRIVATE	\$754 per car	Note 1, a or b
	HOPPER	RAILROAD	\$783 per car	Note 1, a or b
Food or Kindred Products 20995	BOX < 60 feet outside length	ANY	\$738 per car	Note 1
	BOX = or > 60 feet outside length	ANY	\$777 per car	Note 1
Glass (Cullet) 3229924	HOPPER	ANY	\$801 per car	Note 1, a or b
Gypsum Wallboard 3275440	FLAT CAR	ANY	\$922 per car	Note 1
	FLAT CAR	ANY	\$1,458 per car	Note 2
Hardboard 24993	BOX	ANY	\$801 per car	Note 1
	BOX	ANY	\$1,335 per car	Note 2 or 3
Iron or Steel Products 33123, 33124, 3312528, 33126	GONDOLA	ANY	\$863 per car	Note 1, a

COMMODITY	EQUIPMENT	CAR MARK	RATE	NOTES
Iron or Steel Scrap 4021125	GONDOLA < 60 feet outside length	PRIVATE	\$587 per car	Note 1, b
	GONDOLA < 60 feet outside length	RAILROAD	\$611 per car	Note 1, b
	GONDOLA = or > 60 feet outside length	PRIVATE	\$719 per car	Note 1, b
	GONDOLA = or > 60 feet outside length	RAILROAD	\$795 per car	Note 1, b
	GONDOLA	ANY	\$733 per car	Note 2
Logs 24111	FLAT CAR	ANY	\$922 per car	Note 1
	FLAT CAR	ANY	\$1,458 per car	Note 2 or 3
Lumber or Wood Products 24 (except 24111, 2421184, 24321, 24991 24993	BOX	ANY	\$801 per car	Note 1, b
	BOX	ANY	\$1,335 per car	Note 2 or 3,b
Lumber or Timber 2421184	FLAT CAR	ANY	\$922 per car	Note 1
	FLAT CAR	ANY	\$1,458 per car	Note 2 or 3
Methyl Esters used for Diesel Fuel (Bio-Fuel) 2899416	TANK	ANY	\$954 per car	Note 1, a
Passenger Cars 3742191	<b>CALL CUSTOMER SERVICE ON PAGE 2 FOR QUOTE</b>		<b>Call or email for rate</b>	
Plastic Materials or Syn Resins 28211	HOPPER	ANY	\$922 per car	Note 1
Plastic Packaging Containers 3071826	BOX or FLAT < 60 feet outside length	ANY	\$738 per car	Note 1, b
	BOX or FLAT = or > 60 feet outside length	ANY	\$777 per car	Note 1, b
Plywood or Veneer 24321	BOX < 60 feet outside length	ANY	\$801 per car	Note 1
	BOX = or > 60 feet outside length	ANY	\$870 per car	Note 1
	ANY < 60 feet outside length	ANY	\$1,306 per car	Note 2 or 3
	ANY = or > 60 feet outside length	ANY	\$1,375 per car	Note 2 or 3
Pulpboard or Fibreboard 26311	BOX < 60 feet outside length	ANY	\$801 per car	Note 1
	BOX = or > 60 feet outside length	ANY	\$870 per car	Note 1
Railroad Ties (Concrete) or Structural Shapes 32715 or 32719	GONDOLA	ANY	\$837 per car	Note 1, a
Railway Track Material 33128	GONDOLA	ANY	\$863 per car	Note 1, a
	FLAT CAR	ANY	\$954 per car	Note 1

COMMODITY	EQUIPMENT	CAR MARK	RATE	NOTES
Rice Rough 113410	ANY < 60 feet outside length	ANY	\$738 per car	Note 1
	ANY = or > 60 feet outside length	ANY	\$777 per car	Note 1
Strand Board or Waferboard 24991	BOX < 60 feet outside length	ANY	\$801 per car	Note 1
	BOX = or > 60 feet outside length	ANY	\$870 per car	Note 1
	BOX < 60 feet outside length	ANY	\$1,306 per car	Note 2 or 3
	BOX = or > 60 feet outside length	ANY	\$1,375 per car	Note 2 or 3
Subway Cars 3742325	<b>CALL CUSTOMER SERVICE ON PAGE 2 FOR QUOTE</b>		<b>Call or email for rate</b>	
Sugar, Beet or Cane 206	BOX < 60 feet outside length	ANY	\$801 per car	Note 1
	BOX = or > 60 feet outside length	ANY	\$870 per car	Note 1
Wheat Flour 20411	BOX	ANY	\$834 per car	Note 1
	BOX	ANY	\$1,194 per car	Note 2 or 3

Note 1 – Applies to all industries, warehouses and tracks, except South Brooklyn Marine Terminal (SBMT)

Note 2 – Applies only to South Brooklyn Marine Terminal (SBMT)

Note 3 – Applies only to 51<sup>st</sup> Street Rail Yard or 65<sup>th</sup> Street Rail Yard Brooklyn, NY

Note a – Applicable on shipments to NYA

Note b – Applicable on shipments from NYA

Note c – Price includes interchange at SBK/NYCT and use of NYNJR for transload

## ITEM 240 – List of Industries to Which Switch Rates Apply

All NYNJ served Customers, Facilities, Warehouses and tracks.

## ITEM 250 – Special Switching Service

Special Switching Service	Item 250
<p>NYNJ will determine the ability to perform special switching service (dedicated engine/crew at an industry) upon written request via all emails listed on page 2 of this tariff. NYNJ may refuse or restrict any request for special switching service. If NYNJ performs special switching service, charges per this item apply.</p> <p><i>Note 1: Charge will apply for a minimum of eight (8) hours or fraction thereof.</i></p> <p><i>Note 2: Charge is computed from the time crew starts duty at home terminal until the crew returns to its home terminal.</i></p> <p><i>Note 3: Twelve (12) hours is the maximum for each special switch service.</i></p> <p><i>Note 4: Special Switching charges are specific to dedicated engine and crew service and are in addition to any other charges due the NYNJ.</i></p> <p><i>Note 5: Not applicable to dimensional loads. See item 56.</i></p>	<p>\$1,000 per hour, or fraction thereof (8hr minimum, or \$8,000).</p> <p>\$1,520 per hour, or fraction thereof for each hour beyond 8 hours, not to exceed 12 hours.</p> <p><b>Responsibility: Party requesting service</b></p>

# Miscellaneous Charges

## ITEM 300 – Cars Held/Stored on Tracks of NYNJ

<b>Cars held/stored on tracks of NYNJ</b>	<b>Item 300</b>
<p>NYNJ will assess a Customer daily charges for storing a car (loaded or empty) on NYNJ’s tracks due to either Customer request or the inability of the customer to accept the car. Charges will be computed from the date placed on NYNJ track until the date car is released from the track.</p> <p>Any request for storage must be approved in writing by NYNJ.</p>	<p>\$30 per railcar per day</p> <p>Responsibility: Customer requesting or unable to accept car.</p>

## ITEM 310 – Cars Interchanged in Error

<b>Cars interchanged in error</b>	<b>Item 310</b>
<p>NYNJ will assess a charge for each car delivered to NYNJ in error.</p>	<p>\$950 per railcar</p> <p>Responsibility: Delivering Carrier</p>

## ITEM 320 – Empty Railcars “Order Not Used”

<b>Empty railcars returned unused switching</b>	<b>Item 320</b>
<p>A switch fee will be assessed when an empty railcar is furnished for loading but is not loaded or is refused by the facility.</p> <p><i>Note 1: If a railcar is furnished by a railroad and is not in proper condition for loading, Item 330 will apply against the railroad furnishing the railcar.</i></p>	<p>\$500 per railcar</p> <p>Responsibility: Party that released railcar “unused”</p>

## ITEM 330 – Cars Not Suitable For Loading

<b>Cars not suitable for loading</b>	<b>Item 330</b>
<p>NYNJ will assess a charge against the carrier furnishing a car when that car is refused or rejected by the Customer because it is not in proper condition for loading.</p>	<p>\$950 per railcar</p> <p>Responsibility: Carrier that supplied the car.</p>

## ITEM 340 – Cars Found Empty or Loaded

Cars found empty or loaded	Item 340
<p>NYNJ will assess a charge against the delivering carrier on inbound cars received for unloading but found empty and on inbound cars received as empty and found loaded or partially loaded.</p> <p>NYNJ will assess a charge against a Customer on outbound cars released as loaded but found empty and on outbound cars released as empty but found loaded or partially loaded.</p>	<p>\$950 per railcar</p> <p>Responsibility: Inbound loads delivered by Carrier and Outbound loads released by Customer</p>

## ITEM 350 – Respotting Charge

Respotting charge	Item 350
<p>NYNJ will assess a charge against Customer for cars that have been placed at the Customer's loading or unloading tracks and must be moved in order to place or move other cars to that place.</p>	<p>\$500 per railcar</p> <p>Responsibility: Customer</p>

## ITEM 355 – Rebilled Cars

Rebilled Cars	Item 355
<p>Any car of which rebilling is requested.</p>	<p>\$300 per railcar</p> <p>Responsibility: Party requesting rebill</p>

## ITEM 380 – Cars Released in Error

Cars released in error	Item 380
<p>If a Customer releases car, loaded or empty, in error and car is returned to Customer, a charge will be assessed.</p> <p>Note 1: Charges in this item are in addition to all other charges associated with returning car to the Customer.</p>	<p>\$250 per railcar</p> <p>Responsibility: Customer that released car in error</p>

## ITEM 385 – Cars Released, Not Ready to Pull

Cars released, not ready to pull	Item 385
<p>When Customer releases a car and it is determined upon arrival that the car is not ready to pull, a charge will be assessed.</p> <p>Note 1: Charges in this item are in addition to all other switching charges connected with moving railcars.</p>	<p>\$950 per railcar</p> <p>Responsibility: Customer releasing railcar</p>

## ITEM 390 – Cars Held For Billing

Cars held for billing	Item 390
<p>When a railcar is released and removed from an industry and is subsequently held by the NYNJ awaiting forwarding instructions (including railcars held due to embargo) a fee will be assessed.</p> <p>This applies to loads or empties.</p> <p><i>Note 1: This fee is in addition to DEMURRAGE charges (see Item 140)</i></p> <p><i>Note 2: If a railcar is subsequently ordered returned to the location of release, an Intra-terminal switch will apply in both directions (see Item 215).</i></p>	<p>\$250 per railcar</p> <p>Responsibility: Customer releasing railcar</p>

## ITEM 395 – Flagman Services

Flagman services	Item 383
<p>When it is necessary for NYNJ to provide a Flagman, a daily charge will apply. A day is considered a 24 hour period or fraction thereof (between the hours of 12:01AM and 11:59pm).</p> <p>Flagman are protective personnel that supervise work near railroad tracks.</p>	<p>\$3,500 per day (non-holiday weekdays)</p> <p>\$4,500 per day (non-holiday weekends)</p> <p>\$5,500 per day (holidays)</p> <p>Responsibility: Customer or entity that flagman is supplied for.</p>



## ITEM 400 – Loads Requiring Idlers or Buffers

Loads requiring idlers or buffers	Item 400
<p>When a loaded railcar requires idlers or buffers by blocking drawbars, removing brake staffs or otherwise specifically equipping railcars, charges per joint will apply.</p> <p>Some examples include:</p> <ul style="list-style-type: none"> <li>• 2 railcars chocked and blocked will have a charge of \$300</li> <li>• 3 railcars chocked and blocked will have a charge of \$550</li> <li>• 4 railcars chocked and blocked will have a charge of \$800</li> </ul>	<p>\$300 for the first joint \$250 for each additional joint</p> <p>Responsibility: Customer loaded railcars requiring idler or buffers</p>