

Belvidere & Delaware River Railway

FREIGHT TARIFF BDRV 8000

(For Cancellation, see Item 5, this Tariff)

CONTAINING
GENERAL RULES AND REGULATIONS
GENERAL CHARGES
SERVICE CHARGES
SPECIAL SERVICE
OVERLOADED, DIMENSIONAL AND SPECIAL RAILCAR CHARGES
ADMINISTRATIVE CHARGES

APPLYING AT AND BETWEEN STATIONS ON
BELVIDERE & DELAWARE RIVER RAILWAY

(AAR Accounting Rule 260 code number 216)

LOCAL FREIGHT TARIFF

This tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular items or rates.

ISSUED: October 1, 2017

EFFECTIVE: October 21, 2017

ISSUED BY

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MISCELLANEOUS

ITEM 5

NEW TARIFF

FT BDRV 8000 is a new BDRV freight tariff. This Tariff does not affect any other BDRV tariffs including Tariff BDRV 6000-Series.

This Tariff includes changes that may be considered increases in rates and charges, and changes in service terms.

ITEM 10

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

CSXT – CSX Transportation

BDRV – Belvidere & Delaware River Railway

FT – Freight Tariff

NS – Norfolk Southern Corporation

AAR – Association of American Railroads

ITEM 15

DEFINITIONS

ACTUAL PLACEMENT – Actual placement is made when a railcar is placed in position for loading or unloading on a customer track, leased track, team track, transload track or other point previously designated by the customer. Railcars placed on customer tracks, leased tracks, team tracks or transload tracks at the request of the customer will be considered actually placed without further notification.

ASSIGNMENT – A transfer of rights to another that gives the recipient—the assignee—the rights that the owner or holder—the assignor—had prior to the transfer.

ASSIGNOR – The party who has assigned property or a task, duty, responsibility or shipment.

ASSIGNEE – The party to whom property or a task, duty, responsibility or shipment has been assigned.

CLOSED GATE – A facility where the customer orders in railcars specifically by railcar initial and number, or where track capacity is insufficient to hold all arriving railcars.

CONSIGNEE – The party to whom a shipment is consigned and/or the party entitled to receive the shipment.

CONSIGNOR – The party in whose name railcars are ordered (directed) and/or the party who furnishes BDRV forwarding directions.

CONSTRUCTIVE PLACEMENT – When a railcar consigned or ordered (directed) to a customer track, leased track, team track or transload track cannot be actually placed on the track to which it was ordered

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(directed) because of a condition attributable to the customer, such a railcar will be held at an available hold point as determined by BDRV, and notification shall be sent or given to the customer that the railcar is being held and that BDRV is unable to effect actual placement.

CONTINUOUS MOVEMENT – A movement between BDRV's tracks and the customer track, leased track, team track or transload track, or other place where railcars are received or delivered without any delay or any suspension or break in time or continuity of the movement, or any interruption, or interference, due to any circumstances or condition for which the customer is directly responsible.

The operations named below in (I) and (II), where performed by BDRV as necessary incidents to the placement and removal of railcars moving at published carload rates, shall not be deemed:

1. To break the "continuous movements";
 2. To be in excess of the Ordinary Operating Convenience" of BDRV;
 3. To be an "interruption or interference" caused by the customer";
 4. To be a "circumstance or condition for which the customer is directly responsible" as those terms are used in this Tariff.
- I. The removal and replacement of railcars empty, partly loaded or fully loaded when incidental to the placement or removal of other railcars; and/or
 - II. Operations performed in providing a service for which a separate charge is authorized in this or any other BDRV tariff.

CUSTOMER – The person or entity (shipper, receiver, consignor, consignee or agent) responsible for freight shipments in railcars handled by BDRV, and for payment of any applicable charges named herein. Specifically with respect to demurrage charges, "customer" shall mean any person or entity receiving railcars from BDRV for loading or unloading.

CUSTOMER TRACK – A track outside of BDRV's owned or operated right-of-way, and owned or leased by a customer where BDRV does not own either the rails, ties, roadbed or right-of-way. Two or more parties may use the track jointly when the customer, prior to such joint use, has furnished written notification to BDRV.

DISPOSITION – Information, including forwarding instructions or release, which allows the release of a railcar from the customer to BDRV.

FIRST PLACEMENT – When railcars are first placed for loading, unloading or storage upon customer tracks, leased tracks, team tracks or transload tracks.

FORWARDING INSTRUCTIONS – A bill of lading or other suitable order, given to BDRV and containing all of the necessary information to transport the shipment to its destination, which authorizes:

1. The immediate delivery of a railcar to a connecting line for further movement; or
2. The immediate forwarding of a railcar to a consignee at another location at the same station or to a consignee at another destination on the BDRV.

HAZARDOUS MATERIALS – A substance or material that poses an unreasonable risk to health, safety, and property when transported in commerce, and has designated as hazardous under section 5103

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of Federal hazardous materials transportation law (49 U.S.C. 5103). The term includes hazardous substances, hazardous wastes, marine pollutants, elevated temperature materials, materials designated as hazardous in the Hazardous Materials Table (see 49 CFR 172.101), and materials that meet the defining criteria for hazard classes and divisions in 49 CFR 173.

HOLD POINT – An NS, BDRV, customer track, leased track, team track or transload track on which a railcar is held prior to first placement to the customer.

INTRA-PLANT SWITCHING – A switching movement from one customer track to another customer track within the same customer plant or facility.

INTRA-STATION SWITCHING – A switching movement (other than intra-plant) from one customer track, lease track, team track or transload track to another customer track, lease track, team track or transload track within the limits of a single rail station served by BDRV as defined in **Tariff BDRV 8000 Item 135**, the terms of which are incorporated by reference herein.

LEASED TRACK – Any trackage located on property that is owned or operated by BDRV, and is leased to a customer under a written agreement.

LOADED RAILCAR – A railcar that is completely or partially loaded.

LOADING – The complete, or partial, loading, of a railcar within the confines of the same customer plant or facility, or on the same customer track, lease track, team track or transload track. Loading must be completed in conformity with AAR loading and clearance rules including the furnishing of forwarding instruction.

LOCAL SWITCHING – A switching movement from a location within one rail station served by BDRV to a location within a different rail station served by BDRV as defined by **Tariff BDRV 8000 Item 135**.

NOTIFICATION – Message given to the parties entitled to receive notification in accordance with the means outlined by **Tariff BDRV 8000 Item 155**, the terms of which are incorporated by reference herein, that a railcar is available for placement, loading, unloading, or is now otherwise affected by demurrage rules.

OPEN GATE – A customer for whom all railcars can be placed on arrival without regard to railcar initial and number or other placement instructions.

ORDINARY OPERATING CONVENIENCE – The time selected by BDRV when it is most advantageous to BDRV in relation to its coordinated and harmonious switching activities in a particular station. Ordinarily it constitutes only one (1) switch per day except when additional switches are made by BDRV in its own interest, as distinguished from the customer's individual interest. Movements to, from or within a customer track, lease track, team track or transload track at other times at the request of the customer or to meet the requirements of the customer's industrial operations are not at BDRV's ordinary operating convenience.

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PLASTIC – Commodities designated with the federal shipping code (that is, STCC code) series 28211, which includes, but not by way of limitation, plastic pellets or resins.

PRIVATE RAILCAR – Any railcar not bearing railroad reporting marks and not controlled by a railroad.

PROTECTIVE SERVICE – Monitoring a railcar with an operating refrigeration or heating unit to ensure that the refrigeration or heating unit is properly functioning.

RAILROAD-CONTROLLED RAILCAR – Any railcar bearing railroad or TTX reporting marks.

RECONSIGNMENT – A change in the name of the consignor, consignee and/or change in delivery to a customer track, lease track, team track or transload track on BDRV.

RELOAD – Process that occurs when a shipment must be transferred from one railcar to another.

SPECIAL FREIGHT TRAIN OR SWITCHING SERVICE – Special Freight Train Service or Switching Service is the movement of a train in other than normal freight train or switching service.

SWITCHING – The movement of railcars from one track to another track or changing the order or relative position of railcars on a track.

TEAM TRACK – Any track located on property that is owned or operated by BDRV, and is designated by BDRV as open to customers and the general public for loading or unloading of railcars under written agreement.

TIME – Local time in the State of New Jersey, USA, as expressed in units of a 24-hour clock.

TIME RETURN & DELAY REPORT – Report required under 49 CFR 228 that records the arrival, departure and duration of all stops made by a train.

TRANSLOAD – Process that occurs when a shipment must be transferred from one mode of transportation to another (i.e. from a truck to railcar).

TRANSLOAD TRACK – Any track located on property that is owned or operated by BDRV, and that is used by customers to transload product to or from railcars under written agreement.

UNLOADING – The complete unloading and notification from the customer that a railcar is empty, suitable for reloading and release, and available to BDRV for pickup.

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GENERAL RULES AND REGULATIONS

ITEM 105

REFERENCE TO TARIFFS, ITEMS, NOTES RULES, ETC.

Where reference is made in this Tariff, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such tariffs and reissues of such items, notes, rules, etc.

ITEM 110

CONSECUTIVE NUMBERS

Where consecutive numbers are represented in this Tariff by the first and last numbers connected by the word "to" or a hyphen, they will be understood to include both of the numbers shown. If the first number only bears a reference mark, such reference mark also applies to the last number shown and to all numbers between the first and last numbers.

ITEM 115

SUPPLEMENTS AND REISSUES

When reference is made in this Tariff, or supplements, to other publications for rates or other information, it includes "Supplements thereto or successive issues thereof." Where reference is made in this tariff to items, it includes "reissues" of such items.

ITEM 120

METHOD OF CANCELING ITEMS

As this tariff is supplemented, numbered items with letter suffixes cancel corresponding numbered items in the original tariff or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A. Example: Item 445-A cancels Item 445 and Item 365-B cancels Item 365-A in a prior supplement which in turn canceled Item 365.

ITEM 125

STANDARD TRANSPORTATION COMMODITY CODE NUMBERS

Reference to commodities transported under the terms of this tariff shall be made by STCC number, as set forth in the Standard Transportation Commodity Code Tariff STCC 6001-series. When shipments contain explosives or other dangerous commodities, the seven digit 49-series STCC number must be shown on the shipping document by the consignor.

ITEM 130

STATION LISTS AND CONDITIONS

This tariff is governed by Official Railroad Station List, OPSL 6000-series, RailInc, Agent.

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ITEM 135

STATIONS COVERED BY TARIFF

Easton, PA, to Milford, NJ, "Bel-Del" as follows:

West Easton, PA

Phillipsburg, NJ

Holland, NJ

Riegelsville, NJ

Milford, NJ

ITEM 140

HOLIDAYS

Whenever a reference is made to "holidays" it shall mean only the days listed below:

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

ITEM 145

PREPAY REQUIREMENTS AND STATION CONDITIONS

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 are inapplicable on and after that date.

ITEM 150

ASSIGNMENT (HOLDING RAILCARS)

BDRV reserves the right to reject any railcars assigned for holding by another railroad unless expressly notified by that railroad and the customer, and has agreed with the assignment arrangements.

At such time as an assignee wishes to reduce an assignment (lessen the total) by one or more railcars, the assignee must notify BDRV in writing and specify the effective date of release of such railcar or railcars. The effective date of release, as specified by the assignee, may be one (1) or more days after the date of such written notification. BDRV will have the prerogative of selecting the railcar or railcars to be removed from the assignment.

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ITEM 155

NOTIFICATION

Notification by BDRV and/or industry of arrival or release of railcars will be:

1. By ShipXpress *Converge* software; or
2. By email, but only in the absence of functioning ShipXpress *Converge* software; or
3. By delivery of railcars to designated tracks with industry.

Appropriate records will be maintained by BDRV and industry for at least one (1) calendar year.

ITEM 160

FORWARDING DIRECTIONS

An order to move a railcar from an industry track, leased track team track or transload track to a BDRV-owned or operated track, whether furnished by the party loading or unloading the railcar or another party, or a bill of lading or an order consigning the railcar to the agent of BDRV, which has no beneficial interest in the lading, does not constitute “forwarding directions” under this Tariff.

When forwarding directions are furnished covering movement of a railcar, this information must include the consignee, the destination, the commodity description, whether prepaid or collect and full instructions relative to any intermediate points at which the railcar must stop other than the destination.

When consignor cannot furnish forwarding directions because of authorized personnel of BDRV not being on duty to accept the forwarding directions, the consignor will have until 0900 of the next business day on which BDRV has such personnel on duty to furnish forwarding directions, and the forwarding directions will be considered to have been furnished at the time during BDRV's off-duty hours that the consignor was ready, willing and able to furnish the forwarding directions (**Note 160A**).

Note 160A - When BDRV utilizes electronic or mechanical devices which accept communications, either written or oral, the recorded date and time forwarding directions are received from the consignor will govern the release of railcars.

ITEM 165

CREDIT TERMS

Invoices are due and payable thirty (30) days following the date of the invoice. In the event that invoice has not been paid in full by customer within (30) days after such payment is due and payable, a finance charge of two percent (2%) per month (twenty-four percent 24% per annum) shall be assessed on the outstanding balance owed including previous finance charges beginning on the date the original invoice payment was due. Payments shall first be applied to finance charges and then to the outstanding balance.

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ITEM 170

DEMURRAGE CHARGES

Demurrage Regulations and Charges as provided in Tariff **BDRV FT 6001** will apply to consignees and consignors where applicable. Billing, where applicable, will be presented by BDRV within 15 days after the monthly period ends. All demurrage records will be maintained on a monthly calendar basis and kept on file for at least one (1) calendar year.

ITEM 175

CAPACITIES AND DIMENSIONS OF RAILCARS

For marked weight and cubic capacities and dimensions of railcars see the Official Railway Equipment Register or the Umler system managed by RailInc.

ITEM 180

PERISHABLES

BDRV does not provide protective service. Perishable freight under protective service will be accepted from NS for delivery to consignees with the understanding that protective service is not provided by BDRV and BDRV accepts no liability for any loss or damage resulting from failure of such protective service.

GENERAL CHARGES

ITEM 200

CLOSING RAILCAR DOORS

If customer requires or requests BDRV personnel to close a door on a railcar when the railcar is not deemed to be damaged by a qualified railcar inspector, a \$250 fee will be charged to consignee of emptied railcar or consignor of loaded railcar for each railcar door requiring closing.

ITEM 205

DEFECTIVE OR BAD ORDERED RAILCARS

For switching empty defective or bad ordered railcars (as defined by 49 CFR Parts 215, 224, 231 and 232) from industry tracks, leased tracks, team tracks, transload tracks or BDRV tracks to a point of repair a charge of \$250 per railcar will be charged to the railcar owner.

ITEM 210

CLEANING RAILCARS

For switching railcars to a track for the purpose of removing debris and refuse, a charge of \$250 per railcar will occur to the party responsible for the debris and refuse in the railcar. This charge does not include cleaning of railcars or transportation of refuse or debris from cleaning track.

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ITEM 220

LOCOMOTIVE RENTAL CHARGE

For rental of locomotive/s, including crew, upon definite prearrangement with BDRV as to time, place and service to be performed or prior request to BDRV for locomotive services not required in connection with performing services under items named elsewhere in this Tariff, such as stand-by (with or without supplying air for dumping), re-railing of railcars, or other equipment and other services not specifically covered herein, a charge of \$1,000 per hour will be assessed.

ITEM 225

INDUSTRY DELAY CHARGE

When BDRV's locomotive/s and operating crew is held at the request of an industry or is delayed by an industry within the confines of the industry or immediately adjacent thereto, the charge for such standby or delay shall be \$1,000 for the first hour or fraction thereof. All charges, in excess of one (1) hour will be made on a quarter hour basis at \$250 per quarter hour or fraction thereof. Such charges shall be in addition to other published charges, if any, applicable to railcars delayed or handled.

SERVICE CHARGES

ITEM 300

FIRST PLACEMENT CONSTITUTES DELIVERY

When railcars are first placed for loading, unloading or storage upon industry tracks, team tracks, transload tracks or leased tracks, such placement shall constitute delivery of the shipment. Any subsequent movement by BDRV upon direction of consignor or consignee will be subject to additional charges as outlined in this Tariff.

ITEM 305

RECEIPT AND DELIVERY AT LOADING AND UNLOADING LOCATIONS

Railcars will be received and delivered at loading and unloading locations on industry tracks designated by the industry within one industrial plant site without any additional charge when such service can be ordinarily performed in continuous movement at BDRV's ordinary operating convenience.

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ITEM 310

CHARGES FOR DELAY IN ACCEPTING SERVICE

When receipt or delivery of a railcar or railcars as provided in **Item 305** cannot be accomplished in continuous movement at BDRV's ordinary operating convenience because of interruption, interference or any other condition caused by the consignor or consignee, BDRV will arrange for alternative receipt or delivery if, after a reasonable period of delay, the obstruction or condition preventing completion of service has not been removed or eliminated. For the purposes of calculating reasonable period of delay, time shall commence to run from the minute BDRV determines that the consignor or consignee is unable to accept service. If alternative receipt or delivery is exercised in accordance with this Tariff, BDRV may, at its option, place the railcar or railcars at a hold point. Subsequent movement by BDRV of the railcar or railcars from the hold point to an industry track, lease track, team track or transload track will be subject to charges provided in **Item 315**, **Item 320** or **Item 325** of this Tariff.

ITEM 315

INTRA-PLANT SWITCHING CHARGE

BDRV will perform intra-plant switching at a charge of:

1. \$250 per railcar on all traffic other than Hazardous Materials; and
2. \$500 per railcar on Hazardous Materials.

ITEM 320

INTRA-STATION SWITCHING CHARGE

BDRV will perform intra-station switching at a charge of:

1. \$250 per railcar on all traffic other than Hazardous Materials; and
2. \$500 per railcar on Hazardous Materials.

ITEM 325

LOCAL SWITCHING CHARGE

BDRV will perform local switching at a charge of:

1. \$250 per railcar on all traffic other than Hazardous Materials; and
2. \$500 per railcar on Hazardous Materials.

(Not to be used in combination with other prices, or in lieu of specifically published local prices.)

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ITEM 330

RECONSIGNMENT OF RAILCARS

When an authorized representative of BDRV receives an order from a consignor, consignee, or railcar owner in time to permit instructions to be given to BDRV employees prior to a railcar being placed on an industry track, lease track, team track or transload track, no charge will be assessed for the reconsignment of the railcar to another industry track, lease track, team track or transload track. If, however, a railcar had been placed for loading or unloading on an industry track, lease track, team track or transload track per the instructions of the consignor, consignee or railcar owner, and is subsequently moved, without being loaded or unloaded, to another industry track, lease track, team track or transload track on BDRV for loading or unloading, the following charges will be assessed:

1. \$250 per railcar on all traffic other than Hazardous Materials; and
2. \$500 per railcar on Hazardous Materials.

ITEM 335

REMOVAL/REPLACEMENT OF RAILCARS AFTER FIRST PLACEMENT OR SERVICE

When the consignor or consignee requests the removal of a railcar from the industry track, lease track, team track or transload track on which first placement of the railcar has been made without fully unloading or loading the railcar (whichever was intended when first placement occurred), the following charges will be charged to the consignor or consignee requesting the removal of the railcar:

1. \$250 per railcar on all traffic other than Hazardous Materials; and
2. \$500 per railcar on Hazardous Materials.

ITEM 340

SWITCHING RAILCARS TO OR FROM A HOLD POINT

BDRV will assess a charge of \$400 per railcar, loaded or empty, for movement of a railcar to or from a BDRV hold point unless otherwise agreed upon in a railcar storage agreement between BDRV and Industry, Consignee or Consignor.

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SPECIAL SERVICE CHARGES

ITEM 400

CONDITIONS FOR SPECIAL FREIGHT TRAIN OR SWITCHING SERVICE

BDRV, at its discretion, will provide special freight train or switching service subject to the conditions contained herein. Requests for such services must be made in writing forty-eight (48) hours in advance of requested service time.

Cancellations of service requests less than twenty-four (24) hours prior to requested service time shall be subject to the minimum charge for “Special Freight Train or Switching Service” in **Item 405** of this Tariff. Service is subject to availability of locomotive and train crew.

Special freight train or switching service charges include use of locomotive and train crew and do not include any applicable railcar rental charges. Applicable railcar rental charges will be billed to customer by agreement made prior to initiation of special freight train or switching service in addition to special freight train or switching service charges.

BDRV will make reasonable effort to accommodate all requests. BDRV reserves the right to restrict, modify or deny any request for special freight train or switching service.

ITEM 405

SPECIAL FREIGHT TRAIN OR SWITCHING SERVICE

The charge for special freight train or switching service will be \$3,000 for the first three (3) hours, plus \$1,000 for each additional hour or fraction thereof over three (3) hours per occurrence, and will be in addition to all other charges associated with the movement. (See **Note 405A**) BDRV will maintain a record of the time spent performing the special freight train or switching service using the train’s Time Return & Delay Report, and will keep the report on file for at least two (2) years.

Note 405A - When special freight train or switching service is provided on a holiday (See **Item 140**), the minimum charge will be \$6,000 for the first three (3) hours, plus \$2,000 for each additional hour or fraction thereof over three (3) per occurrence, and will be in addition to all other charges associated with the movement.

ITEM 410

SPECIAL PASSENGER TRAIN

The charge for a special passenger train will be \$1,500 per calendar day when the train operates only within the limits of ten (10) track miles. If the train operates outside the limits of ten (10) track miles, an additional fee of \$1,000 per hour, or fraction thereof, will be charged for the time the train is operating outside the limits of ten (10) track miles. Special passenger train operations are limited to ten (10) hours in any twenty-four (24) hour period.

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ITEM 505

SPECIAL DIMENSIONAL SERVICE

Railcars requiring clearance desk approval to move on BDRV will only be handled in Special Dimensional Service unless otherwise agreed upon prior to shipment. Railcars requiring clearance desk approval exceed one or more of the following:

1. 263,000 pounds gross weight on rail; or
2. 10'6" wide; or
3. 15'6" above top of rail; or
4. Overhangs one or both ends of railcar.

The additional charge for handling by Special Dimensional Service will be \$1,000 per railcar. This charge will be in addition to any other charge applicable to the movement.

ADMINISTRATIVE CHARGES

ITEM 600

RAILCARS HELD AWAITING DISPOSITION

When loaded or empty railcars are consigned in care of BDRV's agent or ordered from industry track, lease track, team track or transload track, and either designated by consignor to "hold", or held account of insufficient billing instructions to move railcars to destination or to point of interchange with NS, a charge of \$250 per railcar will be assessed to consignor for such holding unless otherwise dictated by previous written agreement between BDRV and consignor.

ITEM 605

RAILCARS FURNISHED BUT NOT USED

When an empty railcar is actually placed or constructively placed for loading, but is not loaded and is released empty, a charge of \$250 per railcar will be made against the party ordering but not using the equipment, in addition to all other applicable charges (**Note 605A**).

Note 605A - This charge will not apply when railcars are refused or rejected account of not being in proper condition for loading.