

The provisions herein will, if effective, not result in an effect on the quality of the human environment.

BRW 8001J
(Cancels BRW 8001I)

**BELVIDERE & DELAWARE RIVER RAILWAY
COMPANY, INC.**
(Operator)

**FREIGHT TARIFF BRW 8001J
(Cancels Freight Tariff 8001I)**

Freight Tariff
Of
Switching Rates
at Stations on the
BLACK RIVER & WESTERN RAILROAD

Operated by
BELVIDERE & DELAWARE RIVER RAILWAY COMPANY, INC.
under authority Federal Docket No. #34511.

This tariff also applies to Intrastate Traffic in the State of New Jersey.

Issued December 1, 2015

Effective January 1, 2016

Issued by
K.BURENGA
President & General Manager
P.O. Box 22
Ringoes, NJ 08551
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LIST OF STATIONS ON BLACK RIVER & WESTERN RAILROAD

<u>Station Name</u>	<u>Station Number</u>
Three Bridges, NJ	160
Flemington, NJ	120
Copper Hill, NJ	100
Ringoes, NJ	070
Lambertville, NJ	001

REFERENCE MARKS

N New Item
 + Increase
 -- Decrease
 = Change in wording, rate not affected.
 Items not brought forward are cancelled.

ITEM	SUBJECT	GENERAL RULES AND REGULATIONS
A	CAR DEMURRAGE RULES/CHARGES	Freight transported under this tariff will be subject to a per car demurrage charge of \$80 per day beginning 48 hours after the car is placed for loading or unloading and until the car is released for subsequent shipment or returned empty. These charges will be in addition to other charges named herein. These charges also apply to privately owned or shipper owned railcars while constructively placed or stored on railroad owned sidings.
B	APPLICATION OF RATES	Rates named herein apply between all industries, stations, team tracks, and other points on the Black River & Western Railroad. Rates shown in Item C also apply to movement of empty cars between interchange tracks at Three Bridges and other points on the Black River & Western Railroad when such cars are not received for loading or are ordered out empty subsequent to having been received empty. Loaded cars inbound or outbound moving under interchange tariff items will be returned or received empty without charge for the initial empty movement.
C	NATIONAL SERVICE ORDER TARIFF	This tariff is subject to provisions of various Surface Transportation Board Service Orders and General Provisions.

INTERLINE SWITCHING RATES

Interline charges listed in this section are absorbed by Norfolk Southern Railway under agreement with Black River & Western Corp. Please confirm with your Norfolk Southern representative that these charges are included in quoted rates.

ITEM	TRAFFIC	MOVEMENT		RATE
1	All commodities not otherwise specifically provided for.	BETWEEN: Interchange with Norfolk Southern at Three Bridges, NJ.	AND: Any, industrial, private, or public sidings or leased trackage on the Black River & Western Railroad.	\$500 per loaded car (--99)
2	Plastics, propane, high & wide, and any placarded car containing hazardous materials.			\$1,150 per loaded car (=)
3	Crushed stone, and lightweigh aggregate			\$375 per loaded car (=)
4	Asphalt rap, moving in private marked cars. Minimum 4 car cuts.			\$275 per loaded car (=)
5	Railroad equipment moving on its own wheels, and empty freight cars not returning as part of a revenue move.			\$175 per locomotive or car (=)

These rail rates do not include any accesoral services and do not include railcar unloading, transfer, or trucking beyond rail siding.

LOCAL SWITCHING RATES

ITEM	TRAFFIC	MOVEMENT		RATE
C	Cars, loaded or empty.	FROM: Industrial or private or public sidings or leased trackage on the Railroad.	TO: Any other private or public siding or leased trackage or Station on the Railroad.	\$175 per car
D	Stone, stone ballast.			\$375 per loaded car
E	When switching service is requested which necessitates the assignment of a special crew, a charge of \$650 for each assignment will be assessed in addition to other charges provided in this tariff.			

These rail rates do not include any accesoral services and do not include railcar unloading, transfer, or trucking beyond rail siding.

BLACK RIVER BULK TERMINAL RATES

The rates and provisions of this section only apply to shipments moving to or from noted terminals as part of an interline rail movement to or from the Norfolk Southern Railway, at Three Bridges, NJ, and governed by Interline Switching Rates contained in preceding section, and when "**Black River Bulk Terminals**" is listed as the care-of party on the interline waybill. These terminal rates do not include any rail transportation.

ITEM	COMMODITY	TRANSFER SERVICE		RATE
F	Lumber, dimensional or sheet, packaged in bundles.	FROM: Boxcar or Centerbeam flatcar.	TO: KBS or H.J.Opdyke truck at Ringoes, NJ.	\$395 per loaded railcar (N)
G	All commodities not otherwise specifically provided for.	FROM/TO: Any railcar.	FROM/TO: Any truck at Ringoes, NJ.	To be determined according to handling requirements.

BRBT Terminal Provisions:

1. Black River Bulk Terminals (BRBT) is a trademark and operation of the Belvidere & Delaware River Railway Company, Inc. (BDRR).
2. "Black River Bulk Terminals" shall be listed on the interline waybill as the care-of party, but shall *not* be listed as the shipper, consignee, or payor-of-freight under any circumstances.
3. BDRR may subcontract some or all of the services contained in this section.
4. The payor-of-freight on the interline waybill shall be responsible for payment of all the services contained herein, within 15 days of receipt of a BDRR/BRBT invoice. Payment shall be made by ACH/EFT transfer, as per instructions on the invoice.
5. Unless otherwise provided, terminal and transfer rates include; terminal switching of railcars, placement and release notifications, demurrage charges, maintenance of terminal equipment, tracks, and facilities, labor, supervision, and equipment for loading/unloading railcars, disposition of dunnage, securing of doors and railcar tie downs, inspection of railcars, 48-hours of outdoor storage of lading, labor, supervision, and equipment for loading/unloading trucks.
6. Unless otherwise provided, terminal and transfer rates do not include; railcar storage or lease track fees, indoor storage of materials, outdoor storage of materials after 48-hours, truck scheduling, truck detention charges, truck dunnage or tie down, trailer storage, trucking costs beyond terminal, or any other services not specifically provided for herein.
7. Title to, ownership, and risk of loss of all product and other property delivered to a BRBT terminal, by or on behalf of a shipper or consignee shall remain solely with the shipper or consignee, as applicable, at all times.
8. If the shipper or consignee carries any insurance on product being transferred or other property of the shipper or consignee, the applicable insurance carrier shall endorse the policies to waive subrogation against BDRR, BRBT, and its agents and employees.
9. Notwithstanding the above, BDRR, BRBT, and its agents and employees shall only be liable for damage to or loss of product or property which is caused by direct and gross negligence of BDRR, BRBT, or its agents or employees, and in no case shall BDRR or BRBT or its agents or employees be responsible for damage caused by weather or other Acts-of-God.
10. It is understood that some shrinkage and damage to product is inevitable during the unloading/transfer/loading process and BDRR, BRBT and its agents and employees will use care to minimize same, but shall not otherwise be responsible for same.
11. Only pre-approved truck carriers are permitted in BRBT terminals, and additional charges may apply.
12. The normal hours of BRBT terminals are Monday-Friday 700 am until 400 pm, excluding Federal holidays.