



**FINGER LAKES RAILWAY CORP.
&
ONTARIO CENTRAL RAILROAD CORPORATION**

FGLK/ONCT TARIFF 9100 - REVISION #14

Note: Revision #14 replaces all previous revisions.

**NAMING
DEMURRAGE RULES, MISCELLANEOUS CHARGES, LOCAL RATES
AND ALSO
PRIVATE RAIL CAR STORAGE RULES AND CHARGES
ON
FINGER LAKES RAILWAY CORP.
&
ONTARIO CENTRAL RAILROAD CORPORATION**

ISSUED: November 1, 2019

EFFECTIVE: November 1, 2019

Issued by:

**Finger Lakes Railway Corp. and
Ontario Central Railroad Corporation**

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

RULES AND OTHER GOVERNING PROVISIONS

GENERAL RULES AND REGULATIONS

ITEM	APPLICATION
5	<p style="text-align: center;"><u>DESCRIPTION OF GOVERNING CLASSIFICATION AND EXCEPTIONS</u></p> <p>The terms "Uniform Classification" and "Exceptions to Uniform Classification" mean, respectively: Tariff UPC 6000 Series.</p>
10	<p style="text-align: center;"><u>STATION LIST AND CONDITIONS</u></p> <p>Except as otherwise provided herein, this tariff is governed by the Official List of Open and Prepay Stations, Tariff OPSL 6000 Series, issued by Station List Publishing Company, Agent, relative to geographic location of stations, additions and abandonments of stations, changes in names of stations, prepay requirements, restrictions as to acceptance of delivery of freight, and changes in station facilities. The charges specified herein apply to all previously run Consolidated Rail and FGLK/ONCT stations where FGLK/ONCT equipment and crews physically serve customers, tracks and facilities at such stations. By Revision #1, ONCT had also adopted this tariff and all of its provisions, changes and charges and apply going forward.</p>
15	<p style="text-align: center;"><u>REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.</u></p> <p>(a) Where reference is made in this tariff to tariffs, 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.</p> <p>(b) Where there are different references in this tariff to another tariff number, such reference applies also to such tariff to the extent it may also be applicable on intrastate traffic.</p> <p>(c) Where terms in text are capitalized, said terms are specifically defined in Item 100.</p> <p>(d) If no special agreement is in place with a customer this tariff applies in total.</p>
20	<p style="text-align: center;"><u>CONSECUTIVE NUMBERS</u></p> <p>Where consecutive numbers are represented in this tariff by the first and last number connected by the word "to", or by a hyphen, they will be understood to include both 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.</p>
25	<p style="text-align: center;"><u>CAPACITY AND DIMENSIONS OF CARS</u></p> <p>For marked capacities, length, dimension and cubical capacities of cars, see Official Railway Equipment Register, Tariff RER 6410 Series, issued by R.E.R. Publishing Corporation, Agent.</p>
30	<p style="text-align: center;"><u>NATIONAL SERVICE ORDER TARIFF</u></p> <p>This tariff is subject to the provisions of various Interstate Commerce Commission Service Orders and General Permits as shown in Tariff NSO 6100 Series.</p>
35	<p style="text-align: center;"><u>METHOD OF CANCELLING, CHANGING OR ADDING ITEMS</u></p> <p>As this tariff is supplemented, numbered Items with Numerical references & cancel correspondingly numbered items in the original tariff or in a prior supplement. Numerical revisions will be used in numerical sequence starting with Revision #1.</p>
40	<p style="text-align: center;"><u>PAYMENT OF CHARGES</u></p> <p>Charges contained herein will be payable to FGLK/ONCT directly.</p>

FORCE MAJEURE

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FGLK shall be excused from its performance if and to the extent prevented or delayed by the following natural or deemed force majeure conditions: Act of God; authority of law; weather impediments; fire; explosion; labor disputes; embargo; war; insurrection; threatened or actual act of terrorism; derailment; or other like causes beyond its control. A downturn in the economy is not a force majeure condition. FGLK when claiming force majeure shall notify all other parties as soon as practical upon the beginning and ending of the force majeure condition.

FREIGHT TARIFF FGLK/ONCT 9100

GENERAL RULES AND REGULATIONS

SECTION 1: DEMURRAGE RULES AND CHARGES

SPECIAL RULES AND REGULATIONS UNLIMITED

ITEM

SECTION 1 – DEMURRAGE RULES AND CHARGES

100

Actual Placement - The date and time when a car is physically placed in an accessible position for loading or unloading or at a point designated by the Responsible Party. Actual placement of car upon tracks of the Responsible Party will constitute notification of arrival.

Constructive Placement - The temporary placement of a car which cannot be actually placed because of any condition (including non-receipt or incomplete Forwarding Instructions) attributable to the Responsible Party that restrain FGLK/ONCT, in any way, from executing proper Forwarding Instructions. When cars are constructively placed by FGLK/ONCT, a notice will be sent to the Responsible Party, via or email, identifying the cars to be held. Said cars shall remain subject to demurrage until Released by the customer.

Forwarding Instructions - A Bill of Lading or other suitable order given to FGLK/ONCT, in writing via **FAX to 315-781-2505** or electronically transmitted to customerservice@fingerlakesrail.com, containing all of the necessary information to transport the shipment.

Free Time - The time period allowed to load and unload cars before demurrage applies. Free Time begins at Actual or Constructive Placement and ends 48 consecutive hours later. Customer will have 48 hrs to load and 48 hrs to unload.

Holidays - The following days will be considered FGLK/ONCT holidays:

New Year's Day	Labor Day
Good Friday Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Private Car - A car bearing other than railroad reporting marks which is not a Railroad-Controlled Car, for which FGLK/ONCT is not obligated to pay an hourly charge to the car owner. Private cars are Zero rated on both FGLK/ONCT.

Private Track - A privately owned or leased track.

Public Delivery Track - A track designated by FGLK/ONCT as open to the general public for loading or unloading.

Railroad-Controlled Car - A car provided to FGLK/ONCT directly, by car companies or others, for indiscriminate use by FGLK/ONCT in servicing any of its customers. This includes cars for which FGLK/ONCT is obligated to pay an hourly charge to the car owner.

Release - Notification to FGLK/ONCT by the Responsible Party that cars are available for movement by FGLK/ONCT train crews. Such notice of release must be provided to FGLK/ONCT in writing via FAX at 315-781-2505 or electronically transmitted to customerservice@fingerlakesrail.com. The release must specify the car initials, number, date, time, company, Forwarding Instructions and the name of the person providing the release.

Responsible Party - The party responsible to FGLK/ONCT for payment of demurrage charges. Except for Public Delivery Tracks, the owner or lessor or user of Team Tracks where Actual Placement occurs shall be the responsible party. For Public Delivery Tracks, the beneficial user will be the responsible party.

SPECIAL RULES AND REGULATIONS UNLIMITED

ITEM	SECTION 1 – DEMURRAGE RULES AND CHARGES
105	<p style="text-align: center;"><u>CAR DEMURRAGE</u></p> <p>Railroad-Controlled Cars handled by FGLK/ONCT are subject to the following demurrage charges and rules unless special arrangement is made in advance. The Responsible Party is allowed 48 hours Free Time to Load and 48 hours Free Time to Unload. Holidays are free days. Sundays that occur within Free Time are free days. Days subsequent to Free Time, and Sundays that occur outside the Free Time period, are chargeable at the rate of \$35 for each 24-hour period, or portion thereof, until car is Released by, the Responsible Party. Private cars held on Private Tracks will not be subject to demurrage charges. These provisions will apply unless you have a special agreement with ONCT/FGLK.</p>
110	<p style="text-align: center;"><u>ERRONEOUS ASSESSMENT OF DEMURRAGE</u></p> <p>If demurrage charges are assessed erroneously, they will be adjusted to the amount that would have accrued but for such error. Claims for erroneous billing must be presented to FGLK/ONCT, in writing, by the last day of the calendar month following the month in which the bill was issued, stating fully the conditions for which relief is claimed. Otherwise, the original bill will be subject to payment in full.</p>
115	<p style="text-align: center;"><u>TERMS OF PAYMENT</u></p> <p>Payment for demurrage charges will be due within 30 days from the date of billing. Any account not paid within 30 days will be considered delinquent. A charge equivalent to 20% per year will be assessed for late payment, calculated through the day payment is received and based upon a year of 360 days.</p>
120	<p style="text-align: center;"><u>DELINQUENT ACCOUNTS</u></p> <p>A Responsible Party whose demurrage account is delinquent over 30 days from the date of original billing, and not in error as defined in Item 110, will be required to pay all delinquent demurrage charges prior to Release of cars. Any cars held due to non-compliance with the provisions of this Item will remain subject to demurrage.</p>

FREIGHT TARIFF FGLK/ONCT 9100

GENERAL RULES AND REGULATIONS

SECTION 2: STORAGE RULES AND CHARGES

SPECIAL RULES AND REGULATIONS UNLIMITED	
ITEM	SECTION 2 – STORAGE RULES AND CHARGES
200	<u>DEFINITION OF TERMS</u> The definitions of terms in Item 100 of this tariff shall also apply to Section 2.
205	<u>STORAGE OF PRIVATE CARS</u> NON-APPLICATION - Storage provisions for Private Cars do not apply to: A. Empty Private Cars which are not Railroad-Controlled Cars. B. Private Cars on Private Tracks. APPLICATION: Each loaded Private Car handled by FGLK/ONCT is subject to the following storage charges and rules unless special arrangement is made in advance. When Actual Placement of car does not occur on arrival, cars will be held on Constructive Placement. The Responsible Party is allowed 48 hours Free Time to provide Forwarding Instructions. Holidays are free days. Sundays that occur within Free Time are free days. Private Cars ordered for Actual Placement within the free time will not be subject to storage charges. Days subsequent to Free Time, and Sundays that occur outside the Free Time period, are chargeable at the rate of \$15 for each 24-hour period, or portion thereof, until Release. Private Cars held on Private Tracks will not be subject to storage charges.
210	<u>TRACK LEASE ALTERNATIVE</u> As an alternative to the storage provisions stated in Item 205, a private car owner or lessor may elect to lease car spaces at a cost of \$20 per foot per year for the purpose of storing cars. If this election is made and a lease agreement is in effect with FGLK/ONCT, Item 205 charges for the amount of car spaces contained in the lease shall not apply. Cars in any month that exceed the amount of car spaces contained in the lease will be subject to said storage charges.
215	<u>SECONDARY SWITCHING</u> Each loaded Private Car held by FGLK/ONCT on Constructive Placement in storage or on leased tracks, and subsequently ordered for Actual Placement, shall be subject to a secondary switching charge of \$250.00 per car. Placement to a team track for repair will be assessed a charge of \$250.00 per car. In addition, if the Himrod pit is used a charge of \$40.00 per car will be assessed.
220	<u>ERRONEOUS ASSESSMENT OF STORAGE</u> If storage charges are assessed erroneously, they will be adjusted to the amount that would have accrued but for such error. Claims for erroneous billing must be presented to FGLK/ONCT, in writing, by the last day of the calendar month following the month in which the bill was issued, stating fully the conditions for which relief is claimed. Otherwise, the original bill will be subject to payment in full.

SPECIAL RULES AND REGULATIONS UNLIMITED	
ITEM	SECTION 2 – STORAGE RULES AND CHARGES
225	<u>TERMS OF PAYMENT</u> Payment for storage charges will be due within 30 days from the date of billing. Any account not paid within 30 days will be considered delinquent. A charge equivalent to 20% per year will, be assessed for late payment, calculated through the day payment is received and based upon a year of 360 days.
230	<u>DELINQUENT ACCOUNTS</u> A Responsible Party whose storage account is delinquent over 30 days from the date of original billing, and not in error as defined in Item 220, will be required to pay all delinquent storage charges prior to Release of cars. Any cars held due to non-compliance with the provisions of this Item will remain subject to storage.

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GENERAL RULES AND REGULATIONS

SECTION 3: MISCELLANEOUS RULES AND CHARGES

SPECIFIC RULES AND REGULATIONS UNLIMITED

ITEM	SECTION 3 - MISCELLANEOUS RULES AND CHARGES	
300	<u>DEFINITION OF TERMS</u>	
	The definitions of terms in Item 100 of this tariff apply to Section 3.	
305	<u>WEIGHT OF CARS</u>	
	FGLK/ONCT does not currently have facilities to weigh cars. Upon request, FGLK/ONCT will assist customers in obtaining weighing services on other rail carriers. Customers will be required to pay weighing charges of the rail carrier performing service. However, when a weighing in motion is added to either FGLK or ONCT the weighing Charge will be \$450 per car.	
310	<u>SPECIAL TRAIN CHARGES</u>	
	Upon request, special freight train service will be provided at a charge of \$35 per train mile, subject to a minimum \$1500 per train (including the first locomotive). \$350 per locomotive will apply for additional locomotives. Special train movement will only be arranged for with advance notice to FGLK/ONCT, and only when FGLK/ONCT determines sufficient motive power and crews are available for such services. FGLK/ONCT reserves the right to determine number of locomotives used and restrict these on said trains. All otherwise applicable line-haul charges will be in addition to the charges specified herein.	
315	<u>SPECIAL SWITCHING SERVICE</u>	
	Upon request special switching service at a single industry or within the confines of an FGLK/ONCT station will be provided with reasonable advance notice to the carrier and only when carrier determines that sufficient motive power and crews are available to provide such service. All otherwise applicable charges will be in addition to the charges specified.	
	<u>DESCRIPTION</u>	CHARGE
	Switching service - first four hours or less Switching service - first eight hours or less Switching service - each hour over eight but not over twelve hours. "The special <u>4 hour</u> switching service charge will also apply when a customer releases cars and FGLK or ONCT crews come to pick up cars in normal service and cars are not ready to pull."	\$1,200 4 hrs. \$1,500 8 hrs. \$200/per hour thereafter
320	<u>DIVERSION/RECONSIGNMENT & CHERRY PICKING CHARGES</u>	
	When shipper or the otherwise beneficial owner of a freight shipment desires to make a change in the billed consignee, or destination, or route, the charge specified herein will apply in addition to all other charges.	
	Reasonable effort will be made by FGLK/ONCT to issue instructions in accomplishing the desired change. However, FGLK/ONCT does not warrant, nor will it be responsible for performance of instructions received too late to be acted upon. Acceptance of instructions under this rule does not obligate FGLK/ONCT to protect the otherwise applicable charges in connection with the shipment.	
	If FGLK/ONCT is unsuccessful in carrying out the requested instructions, the charges specified herein will not apply.	

SPECIFIC RULES AND REGULATIONS UNLIMITED

ITEM	SECTION 3 - MISCELLANEOUS RULES AND CHARGES	
320 Cont	<p><u>Additional Handling Fee:</u> If for any reason FGLK or ONCT has to handle a car beyond the 1 time that is included in the rate, this car will be charged an additional fee for each time for each additional move \$250.00 fee has been added to this tariff.</p> <p>When storing cars on FGLK or ONCT this charge will apply on each cherry pick. For example, if we have to make 3 cuts in a line of cars, the charge on this item will apply on the first car of the cut. If additional switches are required, each cut will be charged this rate per car on each 1st car of the cut.</p> <p><u>Charges for use of the FGLK Compton Conveyor:</u> Charge will be \$6.00 per net ton.</p>	
325	<p><u>TURNING OF CARS</u></p> <p>Upon instructions of consignor or consignee, FGLK/ONCT will arrange for the turning of railroad cars to accommodate unloading for the charge specified herein.</p>	<p>CHARGE</p> <p>\$450 Per Car</p>
330	<p align="center"><u>ORDERING EMPTY FREIGHT CARS FOR LOADING</u></p> <p>Consignors ordering railroad equipment for loading should do so prior to 12:00 Midnight on Tuesday of the week prior to the planned loading date. The car order must specify the company and person ordering the empty equipment, quantity, car type, any specific quality or accessory requirements, routing, planned destination, and the date the equipment is requested for placement. Orders for cars in greater quantity than weekly track capacity may be reduced by FGLK/ONCT. In such cases, the Responsible Party will be notified by FGLK/ONCT as to the quantity reduced. All car orders must be transmitted to FGLK/ONCT via FAX at 315-781-2505 or electronically transmitted to customerservice@fingerlakesrail.com. FGLK/ONCT has a car order form to facilitate the car-ordering process, copies of which may be obtained by calling 315-781-1234.</p>	
335	<p align="center"><u>NOTIFICATION OF REJECTED EQUIPMENT FOR LOADING</u></p> <p>When a car is actually placed for loading and is determined by the consignor to be unfit for loading, the Responsible Party will notify FGLK/ONCT in writing, by FAX or electronically transmitted to customerservice@fingerlakesrail.com, indicating the car initials, number, and the specific condition causing the equipment to be rejected. Release to FGLK/ONCT must be accomplished within 24 hours of actual placement (exclusive of Saturdays, Sundays and Holidays). Demurrage charges will not apply on cars rejected within the 24-hour period specified</p>	

FREIGHT TARIFF FGLK/ONCT 9100

GENERAL RULES AND REGULATIONS

SECTION 4: MLR LOCAL RAIL RATES

SPECIFIC RULES AND REGULATIONS UNLIMITED

ITEM	SECTION 4 - FGLK/ONCT LOCAL RAIL RATES		
400	<u>APPLICATION OF RATES</u>		
	<p>The rates contained in Item 405 are local rates and will only apply between FGLK/ONCT stations, and only when the Responsible Party is physically served by FGLK/ONCT crews. FGLK/ONCT does not obligate itself to supply equipment for movement under these rates, but will exercise its best efforts to do so. Rates in this section will not apply to the movement of hazardous commodities as defined in the Standard Transportation Commodity Code Tariff 6001-Series (STCC Tariff). The description FAK includes Freight All Kinds as further described in the STCC Tariff. These charges apply as a Default rate if no other charges apply on FGLK/ONCT.</p>		
	COMMODITY	CAR TYPE	RATE PER CAR
405	FAK	Box Car Flat Car Gondola Car Open Hopper Car	\$525
	FAK	Covered Hopper or Tank Car	\$675
430 New Local Move	Secondary Switch Charge for additional handling will apply on all salt 37-422-xx. Additional handling will be subject to a switch charge once the car has moved past Geneva to either Watkins Glen or Himrod Junction. The charge will be \$475 per car. Additionally, a \$475 per car charge will apply on the second move / out to shop / or to another location by any customer of FGLK/or ONCT.		\$475