

STB GLC Tariff 1100
Cancels
N/A

GREAT LAKES CENTRAL RAILROAD

Freight Tariff STB GLC Tariff 1100
Cancels
N/A

DEMURRAGE TARIFF

DEMURRAGE RULES AND CHARGES

AT STATIONS ON GREAT LAKES CENTRAL RAILROAD

Governed, except as otherwise provided herein, by the Uniform Freight Classification (UFC)

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ITEM 5 General Application

- A. Applicable at all stations served by the Great Lakes Central Railroad (GLC).
- B. The disposition of a car at its point of detention determines the purpose for which the car is held and the rules applicable thereto.
- C. All railroad controlled car(s) held for or by the consignor or consignee for any purpose are subject to demurrage rules and charge, except as follows:
1. Private car(s) held on GLC track are subject to demurrage rules, but private car(s) held on private tracks are not subject to demurrage rules.
 2. Car(s) containing freight refused or unclaimed to be sold by GLC.
 3. Car(s) assigned to shippers returned to points of assignment under load when material is authorize to be returned without freight charges under provisions of a GLC freight tariff.
 4. Car(s) assigned to shippers returned empty to point of assignment while subject to storage rules/charges.
 5. Empty railroad equipment moving on own wheels under transportation charges as freight.
 6. Car(s) for loading or unloading of GLC company material while on GLC tracks or private sidings.
 7. Car(s) of railroad ownership, leased for storage of commodities while held on lessee's tracks.
 8. Empty (cars) placed at GLC convenience and not used for loading, subject to switching charges, unless rejected and found unsuitable for loading.

ITEM 10 Notification to Consignor

- A. The following notifications will be furnished by GLC as indicated:
1. Car(s) for Private Tracks
 - a. Notification of constructive placement on all car(s) held on GLC tracks due to any condition attributable to consignee or consignor.
 - b. Delivery of car upon consignee tracks will constitute notification.
 - c. Delivery upon industrial interchange tracks of consignee, or party entitled to receive same, will constitute notification.
 2. Car(s) for Public Delivery Tracks
 - a. Notice of arrival will be given to party entitled to receive notification when car(s) is actually placed.
 3. Car(s) Stopped in Transit
 - a. Notice shall be sent or given to the consignee, consignor or owner ordering the car(s) at the point of stoppage.
 4. Refused Carload Freight
 - a. When advised of refusal of car at destination, notice will be sent or given to consignor or owner.
- B. Notification Information Provided:
1. Car initial and number
 2. If lading transferred enroute, the initials and number of the original car.
 3. Date and time.
- C. Methods and Procedures for Notifications:
1. Fax
 2. E-mail

3. EDI

Notification left under these methods will be considered as having been given to consignee or consignor as the date and time transmitted.

ITEM 15 Notification to GLC

Fax, e-mail, or EDI may be used to furnish notification to GLC of the release of a car. GLC must receive complete forwarding instructions before a car will be considered released. The recorded date and time that instructions are received will govern.

ITEM 20 Car(s) Held for Loading

Loading is the complete loading of a car in conformity of GLC loading and clearance rules, including the furnishing of complete loading instructions.

Tender:

The notification of actual or constructive placement of an empty car placed on orders of the consignor.

Release:

- A. Date and time complete forwarding instructions are received.
- B. Car(s) placed on interchange tracks of consignor performing its own switching must be returned to the interchange track by consignor for release.
- C. Overloaded or improperly loaded car(s) at origin will not be considered released until the load has been adjusted properly.
- D. Car(s) held for official grading or inspection at origin will not be considered released until such time as the grading and inspection is complete.

Computation:

- A. Time will be computed from the first 0001 hours after tender until the release.
- B. If the car is placed, but not ordered in, earlier than the date of the order, time will be computed from the first 0001 hours after the order date until it is released.
- C. When the same car is unloaded and reloaded, time will be computed from the first 0001 hours after notification is received that the car(s) is empty until the car(s) is released.
- D. When the same car is unloaded and reloaded, empty release information must be furnished. If not furnished, demurrage will continue on the car until complete forwarding instructions are received.

ITEM 25 Car(s) Held for Complete Unloading

Unloading is the complete unloading of a car and notification in prescribed method from consignee to GLC that the car is empty and available, or a car has been reloaded with complete forwarding instructions in prescribed notification method received.

TENDER:

The notification, actual or constructive placement, of a loaded car(s).

RELEASE:

- A. Date and time that the railroad receives advice that the car(s) is empty.
- B. Car(s) placed on the interchange tracks of a consignee who performs its own switching must be returned to the interchange track for release.
- C. When the same car is unloaded and reloaded, empty release information must be furnished at the time the car is made empty. If not furnished, demurrage will continue on the car until complete forwarding instructions are received.

COMPUTATION:

Time will be computed from the first 0001 hours after tender until release.

ITEM 30 Cars Held for Loading or Unloading on GLC Track

Applicable to empty private cars or railroad marked cars held for loading or unloading on GLC track.

- A. If cars are not able to be loaded or unloaded due to the loader, unloader or consignee, notification will be sent and charges will subsequently begin.
- B. Charges will be after the actual or constructive placement time a car is released and complete forwarding instructions are received or request for placement on private or leased tracks is received.
- C. On a reloaded car, charges will be assessed from the first 0001 after advice is received that the car is empty until the car is released as a load.

ITEM 35 Heavy Duty and Special Type Flat Car Detention

When heavy duty and special type flat cars are used for the loading or unloading of commodities, the customer will be assessed demurrage based on the heavy duty detention charge.

In the event idler cars are used for the protection of a dimensional load, or for the transfer of weight, no idler cars may be removed from the connected load until the loaded car has been completely offloaded and the protection is no longer needed.

Idler cars will be subject to standard demurrage charges.

ITEM 40 Hazardous Materials

Hazardous Materials are defined as "Hazardous Wastes" and Hazardous Substances" as named in the 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. Explosives are defined as Class A, B, and C Explosives as named in Part 172, Commodity List, Tariff Bureau of Explosives (BOE) 6000-Series.

Customer will be assessed demurrage based on hazardous materials detention charge.

In addition, consignees and shippers hereby agrees to indemnify and hold harmless GLC, its officers, agents, and employees, from and against any and all claims, demands, liabilities and lawsuits brought by

any third party or governmental agency under any theory of law against GLC seeking to hold GLC liable for any loss to the extent the loss is caused by consignees or shippers act or omission, or act or omission of consignees or shippers own customer or contractor, consignees or shippers violation of any law or regulation, consignees or shippers failure to accept delivery, or consignees or shippers failure to provide proper identification of the Hazardous Materials to be transported, whether or not consignee or shipper relied on other parties for said identification, unless GLC's act or omission, violation of law or regulation, or breach of any requirements of this tariff contributed to the loss.

Notwithstanding any provisions in this item, consignee and shipper hereby agrees to indemnify and hold harmless GLC, its officers, agents, and employees from and against any claim for loss, regardless of cause, resulting from an event that occurs subsequent to delivery to and acceptance of hazardous waste product by consignee or shipper, another rail carrier, or contractor, or other transporter designated by consignee or shipper, or an EPA licensed treatment, storage, or cleanup/disposal site operator designated by consignee or shipper.

Except to the extent loss is within the scope of the indemnity of this tariff, in the event a loss is caused by consignee/shipper's and GLC's joint and concurrent negligence, by a cause unknown, or by a third party not having a contractual relationship with either consignee/shipper or GLC, each party shall bear half of such loss. This provision shall not affect the rights of either consignee/shipper or GLC to recover for such loss from such third party.

Notwithstanding any other provision in this tariff, consignee or shipper shall, regardless of the cause, be fully liable for and shall indemnify GLC, its officers, agents, and employees against any loss to the extent and only to the extent that such loss or any portion of such loss is attributable to the release or spill of hazardous waste material which is not identified on the bill of lading or manifest.

Notwithstanding any other provision in this tariff, consignee or shipper shall indemnify and hold harmless GLC and the actual owners of equipment used hereunder from and against any and all liability for loss resulting from future use of or exposure to the equipment where such loss arises from consignee or shipper's failure or negligence in inspecting and/or decontaminating equipment prior to release to GLC or delivering railroad or motor carrier.

Knowledge on the part of one party of any violation of any terms of this tariff by the other party shall constitute neither negligence nor acquiescence in such violation, and shall in no event relieve either party of any of the responsibilities and indemnity obligations assumed in this tariff.

References to GLC and consignee/shipper as used in this tariff shall include the officers, agents and employees of GLC and consignee/shipper. Consignee/shipper and GLC further agree that each and all of its indemnity commitments in this tariff shall extend to and include the parent and all subsidiary and affiliated companies of consignee/shipper and GLC.

ITEM 45 Demurrage Plan

- 1) Billing will be tendered on a monthly basis for all cars released during a calendar month.
- 2) Customers having facilities at separate stations cannot be combined.
- 3) Unless otherwise advised in writing, demurrage charges will be assessed against the consignor at origin or consignee at destination.

4) Customers having 2 or more facilities at the same station on GLC may combine the accounts into one if requested in writing.

5) All days count including Saturdays and Sundays.

ITEM 50 Demurrage Charges

Free time:

24 hours for loading

48 hours for unloading

Demurrage charges:

Standard demurrage charge for loading/unloading: \$55 per railcar per day

Heavy Duty demurrage charge for loading/unloading: \$95 per railcar per day

Hazardous materials demurrage charge for loading/unloading: \$125 per railcar per day

ITEM 55 Non-Chargeable Day

Holidays will be considered non-chargeable. If the free time has already expired and customer is in chargeable days, then all subsequent holidays are chargeable.

GLC will observe the following holidays-

New Year's Day- January 1

Good Friday- Friday before Easter Sunday

Memorial Day- Last Monday of May

Independence Day- July 4

Labor Day- First Monday of September

Thanksgiving Day- Fourth Thursday of November

Friday after Thanksgiving- Fourth or Fifth Friday of November

Christmas Eve- December 24

Christmas Day- December 25

New Year's Eve- December 31

When these dates occur on a Saturday, the preceding Friday will be observed as a holiday. When these dates occur on a Sunday, the following Monday will be observed as the holiday.

ITEM 60 Claims

A claim must be submitted in writing to the name and number on the invoice within thirty (30) days from the date the bill for demurrage is rendered in order for relief to be considered. The dispute must include the reason for the dispute, railcars involved, and the dates the dispute applies too.

ITEM 65 Situations Where Relief Is Permissible

Railroad Error:

If, by error, demurrage charges are improperly assessed, charges will be adjusted to the amount that would have accrued if not for the error.

Missed Switch Allowance:

An allowance for missed switching will be made for cars held under constructive placement notification when GLC is unable to place the cars per customer orders.

Weather Interference:

When the operations of the consignor or consignee are disrupted due to earthquakes, tornadoes, hurricanes, floods or heavy snow, the demurrage calculations may be adjusted to account for the disruption, provided the disruption exceeds 2 days in duration. Any cars under constructive placement on the day of a disruption will also have the demurrage days adjusted to account for the disruption, if the disruption is affecting the ability to place the car that's under constructive placement.

If train operations are not annulled due to weather interference, the demurrage charges will still be applicable in these instances.

Strike Interference:

When it is impossible to load, unload, or receive cars from or make cars available to GLC because of strike interference at the point where the loading or unloading is to be accomplished, demurrage days will be charges at the a rate of \$25 per car per car during the period of strike interference, provided:

A. The disruption exceeds ten days in duration during one calendar month.

The provisions of this time will not apply to:

A. Inbound cars when waybills are dated 4 days after the beginning of strike interference.

B. Cars for loading when ordered after the beginning and prior to the ending of strike interference.