

BROOKHAVEN RAIL, LLC

And Its Rail-Truck Transload and Storage Services Provided Through:

BROOKHAVEN TERMINAL OPERATIONS, LLC

TARIFF BHR 9200

- TRANSLOAD and STORAGE SERVICES & CHARGES -

- TERMS, CONDITIONS and REFERENCE ITEMS -

- DEMURRAGE & RAILCAR STORAGE PROVISIONS -

ISSUED: July 1, 2012

EFFECTIVE: July 1, 2012

ISSUED BY:

Brookhaven Rail / Brookhaven Terminal Operations
205 Sills Road
Yaphank, NY 11980

www.brookhavenrail.com

Welcome! We're pleased to offer the information contained in this Tariff as an introduction to one of North America's premier new rail/truck transload terminals. We are proud to be providing you – the shippers and receivers of freight moving to and from Long Island, NY – with services that save you money. If your products are presently trucked to and from Long Island, you are likely paying too much for your transportation!

We encourage you to contact us to learn how rail-to-truck and truck-to-rail transloading with valued added services such as storage and inventory management can improve your bottom line.

Please call us at: (516) 864-1143

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Part 1. Transload and Storage Services, Charges, Terms and Conditions

Item 5 Purpose of Tariff, Railroad and Transload Service Provider

- The purpose of this Tariff is to advise shippers and receivers of the services of Brookhaven Rail, LLC (BHR) and Brookhaven Rail Terminal (BRT), and the charges, rules, terms and conditions applying to all such services.
 - Brookhaven Rail, LLC is a switch railroad with rail carrier code BHR serving rail station “Brookhaven, NY.”
 - BHR interchanges with New York & Atlantic Railway (NYA) at “Sills, NY” (AAR Rule 260 code: “SILLS”).
 - Rail-Truck transload and product storage services are provided by Brookhaven Rail Terminal, LLC, a subsidiary of BHR, at 205 Sills Road, Yaphank, NY 11980, directly adjacent to Exit 66 on the Long Island Expressway.
 - Contact the Terminal at: (516) 864-1143.
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Item 10 Brookhaven Rail Terminal Transload and Storage Services

The Terminal Facility

BRT comprises over 90 acres of land for the transferring and transloading of a wide variety of commodities and products between railcars, trucks, containers, storage silos, warehouse space and other means of storage/stockpiling. The Terminal’s mission is to provide receivers and shippers with a superior means of reducing transportation costs to and from Long Island, NY and realize other value added benefits associated with rail transportation. Please contact us and let us know how we can help you and your business.

Product and Commodity Handling Capabilities

A wide variety of products and commodities can be transloaded and stored at BRT, including:

<p>Dry bulk, such as:</p> <ul style="list-style-type: none"> ▪ Stone, Sand, Aggregates ▪ Cement ▪ Lime ▪ Rock Salt 	<p>Chemicals, such as:</p> <ul style="list-style-type: none"> ▪ Fuel Oil ▪ DEF ▪ Ethanol ▪ Biodiesel 	<p>Manufactured Products, such as:</p> <ul style="list-style-type: none"> ▪ Paper and Paper Products ▪ Lumber and Board ▪ Brick and Manufactured Products 	<p>Waste and Scrap, such as:</p> <ul style="list-style-type: none"> ▪ Scrap Metal ▪ Scrap Paper ▪ Solid Waste ▪ C&D ▪ Used Oil
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Please ask if your product or commodity can be transloaded at BRT. All transloads are subject to the pre-approval of BRT that it can safely and effectively handle your particular product or commodity. BRT reserves the right to refuse to handle any product or commodity at its sole discretion.

Services Provided by BRT

- ***Inbound Railcar Reports and Notifications.....***
We'll keep you informed of your shipments enroute to BRT, and when they arrive.
- ***Inventory Reports.....***
So you can easily keep track of your inventory held at the Terminal.

- **Order empty railcars...**

We can help coordinate the ordering of empty railcars from connecting rail carriers.
- **Railcar Handling and Inspection...**

BHR makes sure your railcar is spotted where it needs to be for unloading/loading and furnishes an inbound inspection of each railcar. Railcar inspections look for:

 - ✓ Verification that customer seals are intact, if applicable
 - ✓ Visible leaks or damage
 - ✓ Broken safety devices pertaining to the transload process
 - ✓ Appropriate placarding
- **Perform Product Transloading...** (When the loading/unloading is performed by BRT)

BRT safely transfers your valuable cargo between railcars, trucks, containers, warehouse space and storage silos and stockpiles.
- **Monitor Product Transloading...** (When the loading/unloading is self-performed by a motor carrier)

When customers perform their own transloading at BRT, we're there to assist.
- **Product and Commodity Storage...**

BRT has (or will have) a variety of storage capabilities, including indoor and outdoor bulk stockpiles and lay-down areas, indoor dry warehouse space and frozen warehouse space.
- **Remove / Replace / Record Seals...**

We track and record all seal numbers on all equipment for which we provide the transloading.
- **Product Sampling...**

We can arrange for sampling of your product, when that service is of value to you.
- **Truck Scheduling...**

BRT works closely with all motor carriers to ensure efficient movement throughout the Terminal. (See Motor Carrier Operating Provisions, Item 40)
- **Empty and Loaded Truck Weighing...**

Inbound and outbound scale weights are included in any service price. Additional use of our truck scale is available at nominal cost.
- **Onsite 24/7 Security...**

All services at BRT include our on-site security personnel, keeping close watch on your valuable cargo.

Days and Hours of Service

BRT is open Monday through Friday from 6:00 am to 4:00 pm, and on weekends as scheduled in advance with the Terminal.

The Terminal is closed on the following holidays:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

Item 25 Application of Services (Terms, Conditions and General Rules Pertaining to Services Provided)

Coverage of Terms and Conditions and Tariff Revisions

The terms and conditions contained in this Tariff apply to all services provided by BRT and BHR. By utilizing the services of BRT and BHR, it is conclusively presumed that our customers agree to all terms and conditions contained herein, in addition to, or even in the absence of, an executed agreement with BRT or BHR.

This Tariff may be revised from time to time, without notice. Copies of this Tariff are available at BRT's Yard Office, and are also available for download on our web site: www.BrookhavenRailTerminal.com.

Status of the Parties

BRT shall at all times be an independent contractor vis a vis its customers in connection with the services described in this Tariff.

Consignee and Shipper Definitions on Rail Bills of Lading and Other Documents

As used in this Tariff...

...For inbound rail shipments:

- "Consignee" means the entity that owns the product that will be transloaded at the time the product is being delivered to BRT by rail.
- "Shipper" means the entity that is the consignor of the inbound rail shipment to BRT.
- "Care of Party" is Brookhaven Rail Terminal with mailing address 205 Sills Road, Yaphank, NY 11980.
- "Destination Rail Station" is Brookhaven, NY

...For outbound rail shipments:

- "Shipper" means the entity that owns the product at the time the product is delivered to BRT by truck.
- "Consignee" means the entity that is named as such on the rail bill of lading for the outbound rail shipment from BRT.

Please be sure that all bills of lading and other shipping documents are completely and accurately filled out.

Required Method of Communication

For the benefit of all parties, all communication regarding any notice, order, release, status, etc. of railcars, trucks, etc. must be done electronically or otherwise in writing, either via EDI, fax, email, or by written forms delivered to the BHR / BRT Yard Office. Notices will be considered effective upon receipt by BHR / BRT.

Self-transloading of Dry, Non-hazardous Products

Self-transloading of dry, non-hazardous products is available as arranged with BRT, and consists of a motor carrier using a self-loading/unloading truck, and performing the transload using experienced personnel who are trained and knowledgeable regarding the operations and safety requirements of the specific transload being performed. Such personnel are responsible for complying with the provisions of this Tariff and all applicable government regulations and requirements.

Hazardous Materials and Transloading of Liquids

All hazardous materials and liquids are required to be handled by trained BRT personnel. Customers are not permitted to self-transload hazardous materials or liquids of any kind. BRT and BHR do not provide for storage of railcars containing hazardous materials. Arrangements must be made for all such railcars to be promptly transloaded or transferred to storage.

Product Information

Customer represents and warrants that any and all information supplied by Customer concerning the content of a railcar or truck/trailer or container, and the identity, nature, and handling of a product, shall be the latest information known to Customer, accurate and complete. Customer is liable for providing an accurate STCC (Standard Transportation Commodity Code) and MSDS (Material Safety Data Sheet).

Indemnification and Damages

Customer shall release, indemnify and hold harmless BRT and BHR from and against any and all damages arising out of or relating to Customer's, its motor carriers', its motor carriers' equipment, its contractors', its agents' or their respective employees', contractors' or agents' (i) negligence, intentional misconduct, or failure to comply with one or more terms or conditions of this Tariff or any associated agreements, or (ii) presence at or use of BRT, except to the extent caused on a comparative fault basis by the negligence or intentional misconduct of BRT. This indemnification obligation shall survive the completion of the last transfer and release of the associated railcar and the termination, expiration, or non-renewal of any agreement related thereto.

BRT shall, except to the extent otherwise provided or limited in this Tariff, release, indemnify and hold harmless Customer and its directors, officers and employees from and against any and all damages to the extent caused on a comparative fault basis by the negligence or intentional misconduct of BRT or its contractors or their respective employees or agents. This indemnification obligation shall survive the completion of the last transfer and release of the associated railcar and the termination, expiration, or non-renewal of any agreement related thereto.

To the extent a spill or discharge is caused by the negligence, intentional misconduct or failure to comply with the terms or conditions of this Tariff or any other agreements with Customer on the part of BRT, its contractors, or their respective employees or agents, the clean-up and remediation of the spill or discharge shall, as between BRT and Customer, and except to the extent otherwise provided or limited in this Tariff, be the responsibility of, and the costs thereof shall be borne by, BRT. To the extent a spill or discharge is caused by the negligence, intentional misconduct or failure to comply with the terms or conditions of this Tariff or any other agreements with BRT on the part of Customer, its motor carriers, its other contractors or their respective employees or agents, the clean-up and remediation of the spill or discharge shall, as between BRT and Customer, be the responsibility of, and the costs thereof shall be borne by, Customer. In that event, however, BRT is authorized by Customer, at Customer's expense, to commence and carry out any and all containment or clean-up operations deemed reasonable and appropriate by BRT or required by governmental agency, law or regulation.

With the exception of indemnification obligations in this Tariff with respect to third party damages, neither BRT nor Customer nor their respective affiliates, contractors, agents, directors, officers, employees, successors and assigns shall have any liability to any other party under this Tariff or any related agreements they may have with one another, regardless of the circumstances, whether related to loss or damage to product, personal injury to or death of any persons, property damage or otherwise, for indirect, special, consequential, or punitive damages, whether known, contemplated, foreseeable or unforeseeable.

Loss or Damage Liability Limits and Claims

BRT's liability for loss or damage to property or delay in transfer or transload of shipment shall be that of a warehouseman only, as it may be further limited by the terms of this Tariff, and shall be limited to the negligence of BRT in the performance of the services described in this Tariff. Consistent with the duties of a warehouseman, BRT will use commercially reasonable efforts, and will cause its contractors and agents to use such efforts, to protect the property and product of Customer while on BRT premises; provided, however, that except to the extent caused by the negligence or intentional misconduct of BRT, BRT will not be liable for any damages caused to the property or product of Customer caused by a third party outside of BRT's control. BRT shall not be liable for consequential, indirect, special or punitive damages, interest, attorneys' fees, or any amount in excess of the actual loss. BRT shall have no responsibility or liability for (i) loss or damage to product self-transloaded, and (ii) loss of product if less than 1% of the total amount shipped. A claim for loss or damage must be received by BRT within sixty (60) days after loss or damage is identified, or it cannot be considered.

Taxes

Customer shall be responsible for all sales and use taxes, value added taxes, excise taxes, withholding taxes, and other transactional taxes imposed by any federal, state, local, or international taxing jurisdiction on this Tariff or the goods and services provided hereunder. Customer shall be responsible for property or ad valorem taxes imposed on product or property handled by BRT at Customer's request.

Force Majeure

BRT and BHR shall be excused from fulfilling its obligations under this Tariff and any contract related thereto, and shall not be liable for any loss, damage or delay occurring due to conditions beyond its reasonable control, including, but not limited to, fires or explosions; acts of God, including, but not limited to, floods, hurricanes, tornadoes, earthquakes, unusually severe weather, and natural disasters; wars; insurrections; derailments; actual or threatened acts of terrorists or the public enemy; acts of governmental authority; actual or threatened labor action, lockouts or strikes; embargoes; quarantines; acts or defaults of the shipper, consignee, customer, owner, transporter or any other party; or inherent defect, or perishable nature of the product.

Item 40 Motor Carrier Operating Provisions

Motor Carrier Access

BRT is generally open to all motor carriers; however, BRT reserves the right to restrict or deny access to any motor carrier or their personnel at BRT's sole discretion. All motor carriers entering BRT premises must have a valid CDL (Commercial Driver's License) in his/her possession, and must comply with all provisions of this Item 40. In addition, by entering BRT premises, motor carriers evidence that they are in agreement with and agree to comply with all terms and conditions in this Tariff, including those pertaining to indemnification and damages.

Transload Scheduling and Truck Detention Charges

In order to provide for efficient Terminal operations, motor carriers are required to schedule their transload days and times with the BRT Yard Office in advance. BRT will make every effort to accommodate early or late arrivals at the Terminal, as resources allow. BRT is not responsible for a motor carrier's detention charges, unless the Terminal is the sole cause of the delay.

Self-transloading and Release of Railcars

Motor carriers who self-transload are responsible for doing so in a manner which does not damage the railcar, and for releasing the railcar back to BRT with all hatches, valves and other railcar devices involved in the transload process returned to a completely closed and secure position, so that the railcar is suitable for railroad shipment and (if unloaded) reloading by another shipper.

Notification by motor carrier that the railcar is unloaded or loaded and released must be made in writing at the BHR / BRT Yard Office. Information provided in writing must include identity of customer, name of person furnishing data, and railcar initial and number. Equipment will be considered released on the date and time such notification is received at the BHR / BRT Yard Office.

Working Track Protection With Blue Flags

All motor carriers performing self-transloading are required to ensure that the track they are working on has been protected by a Blue Flag (or Blue Light during hours of darkness) on BOTH ends of the railcar or group of railcars they are working. Motor carriers must not approach any railcar unless and until such Blue Flag protections has been confirmed with all personnel performing the transloading. BRT will provide individual instruction on the use of Blue Flags to all motor carriers using BRT, and motor carriers must not attempt any transload operation until such instruction has been given.

General Safety and Security

All motor carriers shall exercise a high level of caution at all times while within BRT, always looking out for any and all potential hazards to safety. All vehicles shall not exceed a speed of ten (10) miles per hour at all times. Cell phones are not to be used while driving within BRT property.

All motor carriers are responsible for providing their personnel with necessary Personal Protective Equipment, including hard hats, safety glasses with side shields and safety boots with steel toes, which must be worn at all times when on the ground in the Terminal transloading area.

In no case shall motor carrier's equipment be closer than nine (9) feet from the centerline of any track in order to give necessary clearance for rail operations. Motor carriers are responsible for sweeping, vacuuming and properly disposing of any spilled product immediately following a transload.

Close attention to potential electrical hazards is also a requirement of all motor carriers (keeping away from standing water, looking out for cords crossing roadways, etc.)

Motor carriers will allow a search of its vehicles by BRT personnel prior to exiting BRT, as BRT personnel may deem necessary. Please no photography on BRT premises without the prior approval of BRT.

Insurance

Any motor carrier accessing BRT must have the following minimum insurance coverage in full force and effect:

1. Commercial General Liability Insurance
\$1,000,000 per occurrence, naming BRT and BHR as an additional insured and containing contractual liability coverage.
2. Automobile Liability Insurance
\$1,000,000 per occurrence, naming BRT and BHR as an additional insured and covering owned, hired or non-owned motor vehicles.
3. Workers Compensation Insurance
Statutory Amounts with waiver of subrogation rights where permitted by law.
4. Employer's Liability Insurance
\$1,000,000 per occurrence, per employee.

Policies shall contain waiver of subrogation rights endorsements unless where prohibited by state law and shall not have an exclusion for liability relating to railroad operations. Such policies shall further require that BRT and BHR be given at least thirty (30) days' prior written notice of any cancellation or modification of such policies. Prior to accessing BRT for the first time, a motor carrier must provide BRT with certificates of insurance evidencing such coverage. The insurance and limits insured as shown above shall not limit, or be considered to limit, in any way motor carrier's liability hereunder, nor an agreement by BRT or BHR to assume liability in excess of said amounts or for risks not insured against.

Item 55 Charges for Transload and Storage Services

Estimated Charges

BRT service charges are determined with customers on an individual basis; however, the following serve as estimates of charges that would apply to various service scenarios. The actual price may be higher or lower, depending on market conditions and the individual costs involved for a specific customer's service needs.

Be sure to discuss with a BRT representative how these charges work in your business model.

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Dry Bulk - BRT Direct Transload

Per 100 Pounds

Mechanical Conveyor or Auger Transfers	\$0.35
Plastics (STCC 28-211-XX)Transfers	\$0.33
Pressure Differential Transfers	\$0.33
Other dry Bulk Products	\$0.40
Hazardous Solids	<i>Call for Pricing</i>

Dry Bulk - BRT Direct Transload

Per 100 Pounds

Non-hazardous Liquids	\$0.33
Hazardous Liquids	<i>Call for Pricing</i>

Customer Self-transload

Dry Bulk	\$75.00 per trailer
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BRT Transload with Transfer to On-site Storage

Dry Bulk	<i>Call for Pricing</i>
Liquid Bulk	<i>Call for Pricing</i>

Please contact BRT for information and pricing on any service not listed above.

Extension of Credit and Payment of Charges

BRT customers must establish credit with BRT prior to the delivery of services by BRT. See your BRT representative for a copy of our credit application.

Charges will be invoiced by BRT to the named party on the bill of lading or other shipping document, or as otherwise determined in advance between BRT and its customers. All charges should be paid in full within fifteen (15) days of invoice date.

A finance charge of 12% per annum (0.00329% per day) will be assessed on charges not paid when due, up to the date of receipt of payment in full.

Part 2. Reference and General Items

Item 100 Description of Governing Classification and Exceptions

The term "Uniform Classification" when used in this Tariff means:

Uniform Freight Classification, Uniform Classification Committee, UFC 6000-Series

EXCEPTION: Rules 13, 24 and 29 of UFC 6000-series do not apply.

Item 125 Explosives and Dangerous Articles

For rules and regulations governing the transportation of explosives and other dangerous articles of freight, also specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see Bureau of Explosives Tariff STB BOE 6000-Series.

Item 140 Capacities and Dimensions of Railcars

For marked capacities, lengths, dimensions and cubical capacities of railcars, see The Official Railway Equipment Register, STB RER 6413-Series, issued by R. E. R. Publishing Corporation, Agent.

Item 155 Clearance Plate and Gross Weight on Rail

Shipments to and from BRT are cleared to Plate F on BHR and NYA. Gross weight on rail (total railcar and lading weight; also known as "gross rail load" or "GRL") for four-axle railcars is restricted to 263,000 pounds.

Item 170 Overloaded and Improperly Loaded Railcars

Overloaded and improperly loaded railcars are extremely dangerous to railroad operations. When a railcar is found to be overloaded by more than one percent (1%) above the load limit stenciled on the side of the railcar, or above the gross rail load rating of any segment of track in the route regardless of the railcar's load limit; or is found to be improperly loaded according to loading rules established by the AAR, the shipper will be required to take corrective action at its own expense.

Item 210 BHR Switch Charges

All switch charges (rail transportation charges) of BHR are INCLUDED in the linehaul rates quoted by New York & Atlantic Railway (NYA) and its connecting rail carriers; hence, no additional charges for rail transportation are invoiced by BHR. When contacting your rail carriers for rail rates to or from BRT, please ensure that the request specifies destination or origin "Brookhaven Rail Terminal" at rail station "Brookhaven, NY."

Part 3. Demurrage and Railcar Storage Provisions

Item 300 Demurrage (assessed by BHR): Purpose and General Rules

Note: Demurrage applies only to customers who self unload or self load railcars. In no case will demurrage be charged when BRT is responsible for unloading or loading the customer's railcars.

- A. Demurrage (as defined in this Tariff) is a charge for detaining a railroad controlled car. 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.
- B. Shipments transported via BHR are subject to demurrage rules and charges ONLY as published in this Tariff.
EXCEPTION: Shipments utilizing special, heavy capacity flat railcars are subject to use and detention charges as published in Freight Tariff RIC 6740-series, and are in addition to demurrage charges published in this Tariff.
- C. Private railcars are NOT subject to demurrage charges, but ARE subject to storage charges.
- D. Weekends and holidays (as named above) are treated as free time for the purpose of calculating demurrage – provided that free time has not expired. Once free time has expired, weekends and holidays are treated like any other day.
- E. The date and time that a loaded or empty release is received electronically or in writing (facsimile, email or otherwise), governs the calculation of demurrage. Releases and forwarding instructions cannot be “back-dated.”
- F. Verbal releases and forwarding instructions will not be accepted. All notifications should be sent to the BHR Customer Service Center.
- H. No allowance can be made for the bunching of inbound railcars at interchange, since BHR does not control the flow of inbound railcars from connecting railroads.
- I. Railcars awaiting high and wide clearance ARE subject to demurrage.
- J. Demurrage charges are billed monthly. Demurrage invoices include all railcars released during the month.
- K. Demurrage invoices must be paid within fifteen (15) calendar days from presentation of the invoice.

Item 310 Demurrage Free Time and Charges: All Railcars Placed for Loading or Unloading

Free Time

Self-unloading or self-loading customers of BRT are entitled to forty eight (48) hours of “free time” within which to release railcars back to BRT, starting from the next 12:01 a.m. (0001 hours) following constructive or actual placement. This time period is for both loading and unloading. Release must be made prior to expiration of forty eight (48) hours, or demurrage charges will accrue.

All demurrage is calculated on a “straight plan;” that is, credit days are NOT accumulated to offset demurrage days.

Charge

Loaded or empty railcars released following the expiration of the 48 hour free time period:

Placed For	Free Time	Daily Charge**
loading or unloading	48 hours from next 12:01 am following constructive or actual placement	\$55

** Daily charge for special railcars with Mechanical Designation FD, FM or FW is \$150.

Item 325 Payment of Use and Detention Charges

Charges for Use and Detention of special railcars are to be paid directly to the railcar owner by the customer.

Item 340 Storage (assessed by BRT): Purpose and General Rules

Note: If railcars are unloaded or loaded by BRT, the time from placement to release will be excluded from storage time. In no case will storage be charged while BRT is responsible for unloading or loading the customer's railcars.

- A. Storage (as defined in this Tariff) is a charge for holding a private, loaded railcar, containing non-hazardous materials at BRT beyond the prescribed free loading or unloading time, in lieu of demurrage. Storage charges are lower than demurrage charges in recognition of the fact that an entity other than a railroad has invested in the railcar, and that users of private railcars may agree between and among themselves to use such railcars for temporary storage of product.
- B. By accepting railcars into storage status, customer agrees to protect, save harmless, defend and indemnify BHR from and against all claims, costs, expenses and liability for all loss and damage to lading contained in subject railcar(s) – including damage to the railcar itself – stored at BRT, regardless of cause and whether caused by, arising out of or resulting from trespassers, vandals or acts of God. By accepting a railcar into storage status in lieu of demurrage, customer is agreeing to this provision. If customer does NOT wish to agree to this provision, customer must notify BHR in writing – prior to subject railcar's arrival at BRT – to request that standard demurrage apply to private railcars.
- C. Shipments transported via BHR are subject to storage rules and charges ONLY as published in this Tariff.
- D. Weekends and holidays are treated the same as regular business days for the purpose of calculating storage. Once a railcar is put into storage status, every day is counted, including weekends and holidays.
- E. The date and time that a customer notifies BRT that the railcar has been released empty governs the calculation of storage. Instructions cannot be “back-dated.”
- F. Verbal instructions cannot be accepted. All instructions should be sent to the BHR Customer Service Center.
- G. Storage charges are billed monthly. Storage invoices include accrued charges on all railcars in storage, including those not yet released from storage status.
- H. Storage invoices must be paid within fifteen (15) calendar days from presentation of the invoice.

Item 355 Storage Charges (Private, Loaded, Non-hazardous Railcars)

Storage charges begin forty eight (48) hours from the next 12:01 a.m. (0001 hours) following loaded constructive or actual placement at BRT.

Storage charges end at the date and time that the railcar is released empty by the customer.

Charges

Storage charge for each day, or portion of a day:

Move	Free Time	Daily Charge (first 5 days)	Daily Charge (all days after first 5)
inbound load	48 hours from next 12:01 am following constructive or actual placement	\$20	\$50

Item 370 Toxic / Poisonous Inhalation Hazard (TIH / PIH) Railcars

Storage of railcars containing toxic or poisonous inhalation hazards (TIH or PIH) on BHR and at BRT – IS NOT PERMITTED. Such railcars must be unloaded by BRT personnel within twenty four (24) hours of arrival at BRT.

If placement track(s) are full, BHR reserves the right to pull railcar(s) to make room on the track to spot the TIH / PIH railcar(s). If pulling railcars cannot be accomplished (railcars are in the process of being unloaded, etc.) and BHR must hold the railcars longer than prescribed, then a penalty charge applies.

Charge

Unable to Spot TIH / PIH Railcar Penalty: \$1,000 per car, per day

Part 4. Glossary of Governing Terms and Abbreviations

Item 400 Glossary of Terms and Governing Definitions

For the purpose of applying the provisions of this Tariff, the following are defined and will govern:

Actual Placement: When a railcar is placed in an accessible position for loading or unloading on the appropriate track at BRT.

Bill of Lading: The written contract of carriage between shipper and railroad(s); contains all of the information necessary for railroad to create a waybill for the shipment.

Consignee: The party to whom a shipment is consigned or the party entitled to receive the shipment lading.

Under the bill of lading contract, regardless of whether the lading is actually delivered to an "in care of" or other party pursuant to the directions of the Shipper or Consignee, by accepting a shipment or by the acceptance of the shipment by a party on behalf of or by direction of the Consignee, the Consignee agrees to be bound by the terms and conditions of this Tariff.

Consignor / Shipper: The party in whose name railcars are ordered or the party who furnished the bill of lading or the forwarding instructions.

Consignor and Shipper shall have the same meaning for the purposes of this Tariff. The Shipper is the party that enters into the contract of carriage with BHR or the originating railroad. The Shipper may be acting on its own behalf or on the behalf of another party; however, whether as principal or agent, the Shipper is bound in its own right to the terms and obligations of this Tariff. The Shipper might or might not be the owner of the lading. When acting as a disclosed or undisclosed agent, the Shipper binds not only itself but also its principal to the terms and obligations of this Tariff.

Constructive Placement: When a railcar cannot be actually placed because of a lack of track capacity (track is full of railcars with no room to place another) or for any other condition attributable to the customer, and so is held outside of the track where the railcar is to be placed.

Demurrage: A charge for detaining a railroad controlled railcar for loading or unloading beyond the prescribed free time.

Demurrage Day: A twenty-four (24) hour period, or part thereof, beginning 0001 after the expiration of demurrage free time.

Disposition: Information, including forwarding instructions or release, which allows the railroad to either tender or release the railcar from the consignor's or consignee's account.

Forwarding Instructions: A bill of lading or other written shipping instructions given to BHR, containing all of the necessary information to transport a shipment.

Free Time: In the calculation of demurrage, the period of time between the next 12:01 am following constructive or actual placement and when the first demurrage day begins, including weekends and holidays where applicable.

In the calculation of storage, the period of time between the next 12:01 am following arrival at serving yard or storage track and when the first storage day begins.

Interline Traffic: Road-haul traffic moving over two or more railroad lines.

Intra-Plant Switching: A switching movement from one track to another or between two locations on the same track within the confines of Brookhaven Rail Terminal.

Lease Track: Any track(s) assigned to a customer by BHR or BRT through written agreement.

Loading: The complete or partial loading of a railcar in conformity with AAR loading and clearance rules, and the furnishing of forwarding instructions.

Loaded Railcar: A railcar that is completely or partially loaded.

Payor: The party primarily responsible for the payment of freight and other charges. The Payor may be the Shipper, Consignee or another party who has established credit with BHR.

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Private Railcar: A railcar that is owned, leased or controlled by an entity other than a railroad. (Railcars carrying marks of TTX Company are considered railroad controlled for purposes of this Tariff.)

Railroad Controlled Railcar: A railcar which is owned or leased by a railroad. (Railcars carrying marks of TTX Company are considered railroad controlled for purposes of this Tariff.)

Reconsignment: An order to bill a loaded or empty railcar to other than the original billed consignee; a change in the name of the consignor; or, an order that requires a change in the party responsible for payment of transportation charges of a shipment or empty railcar.

Rejected Railcar: When the original loaded railcar is rejected at destination without being unloaded. Or, when an empty railcar placed for loading is rejected at origin without being loaded.

Release: Date and time that the railroad receives valid notice that a railcar is empty, or that forwarding instructions are received, and inspection is approved (if required) by BHR and connecting railroads.

Reshipment / Re-bill: A new document by which the entire original shipment is forwarded in the same railcar to another destination.

Road-haul Traffic: Traffic received from or moved to a point outside of the switching limits of BHR and moved on a revenue waybill.

Storage (Railcars): A charge for holding a private, loaded railcar containing non-hazardous materials in lieu of demurrage.

Storage Day: A twenty-four (24) hour period, or part thereof, beginning 0001 after the expiration of storage free time.

Switching Limits: On BHR, the switching limits are rail station Sills M.P. 57, such station being open to NYA for interline switching whereby BHR's switching charges are included in NYA's linehaul rates.

Tender: The presentation of a shipment for transportation by the shipper; or, the actual or constructive placement of a loaded railcar by the railroad.

Transfer: Term can be used synonymously with "Transload;" however, more appropriately refers to unloading a railcar, truck or container and moving the commodity or product into a warehouse, silo / stockpile or other storage area, and vice-versa (as opposed to the immediate reloading of product into another mode of transportation.)

Transload: The unloading of commodities and products from a railcar, truck, or container and reloading them into a different railcar, truck or container. Also refers to the removal of a container from a railcar and loading it onto a truck chassis, and vice-versa.

Unloading: As used in the calculation of demurrage, the complete unloading of a railcar and electronic or other written notification received from consignee that the railcar is empty and released back to the railroad.

Item 410 Explanation of Abbreviations

AAR	Association of American Railroads
ASLG	A tariff heading of the ASLRRRA
ASLRRRA	American Short Line and Regional Railroad Association
BOE	Bureau of Explosives
BHR	Brookhaven Rail, LLC
BRT	Brookhaven Rail Terminal – Long Island
CFR	Code of Federal Regulations
CN	Canadian National Railways
CPRS	Canadian Pacific Railway
CSXT	CSX Transportation
FRA	Federal Railroad Administration
FSAC	Freight Station Accounting Code
LIRR	Long Island Railroad (passenger service)
MPS	Mechanical Protective Service
MSDS	Material Safety Data Sheet
NS	Norfolk Southern Railway Company
NYA	New York & Atlantic Railway
OPSL	Official Railroad Station List

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RCCR	Rail Carrier Cost Recovery
RER	Official Railway Equipment Register
RPS	Railroad Publication Services
STB	Surface Transportation Board
STCC	Standard Transportation Commodity Code
TIH / PIH	toxic / poisonous inhalation hazard
UFC	Uniform Freight Classification

--- End of Tariff ---