

FREIGHT TARIFF WTS 9012 ACCESSORIAL & SWITCHING TARIFF

Watco Transportation Services, LLC



DEMURRAGE, STORAGE, ACCESSORIAL AND SWITCHING TARIFF

(Replaces and Supersedes all individual railroad tariffs falling under Watco
Transportation Services and supplements/revisions thereto)

CONTAINING DEMURRAGE AND STORAGE CHARGES RECIPROCAL & TERMINAL SWITCHING AND MISCELLANEOUS RAILROAD CHARGES

FOR GENERAL RULES & CONDITIONS OF CARRIAGE
SEE TARIFF WTS 9011-SERIES

APPLICABLE ON EXPORT, IMPORT, INTERSTATE AND INTRASTATE TRAFFIC

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FREIGHT TARIFF WTS 9012 ACCESSORIAL & SWITCHING TARIFF

SUBSCRIBING RAILROADS

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ALABAMA WARRIOR RAILWAY LLC (ABWR)
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AUSTIN WESTERN RAILROAD LLC (AWRR)
AUTAUGA NORTHERN RAILROAD LLC (AUT)
BATON ROUGE SOUTHERN RAILROAD LLC (BRS)
BIRMINGHAM TERMINAL RAILWAY LLC (BHRR)
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GRAND ELK RAILROAD INC (GDLK)
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KAW RIVER RAILROAD LLC (KAW)
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LOUISIANA SOUTHERN RAILROAD LLC (LAS)
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PENNSYLVANIA SOUTHWESTERN RAILROAD LLC (PSWR)
SAN ANTONIO CENTRAL RAILROAD LLC (SAC)
SOUTH KANSAS AND OKLAHOMA RAILROAD INC (SKOL)
STILLWATER CENTRAL RAILROAD LLC (SLWC)
SWAN RANCH RAILROAD LLC (SRRR)
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YELLOWSTONE VALLEY RAILROAD LLC (YSVR)



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CHECK SHEET OF ITEMS AND REVISIONS

The items contained in this publication are listed consecutively by number. The paragraph that has been changed within an item will contain one of the following reference marks placed next to the item number:

(I) Denotes increase

(R) Denotes reductions

(C) Denotes changes in wording which result in neither increases nor reductions in charges

(N) Denotes new item

In addition, the effective date of the revised item will be added to this index page "CHECK SHEET OF ITEMS AND REVISIONS" to identify which item(s) have been changed

Revision Type	Item Number and Description	Effective Date
(N)	New Publication – ALL ITEMS SHOULD BE EXAMINED	April 1, 2018



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ITEM 5 **REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.**

This publication is available on the Internet for viewing or sending directly to your printer. Watco Transportation Services Home Page can be found by going to <https://watcocompanies.com>. All Customers shipping with a WTS railroad should **review all the publications (including but not limited to WTS 9011-series) posted on the Website before tendering freight to or from any railroad as revisions to the publications will be made from time to time by supplement or reissuing the publications in their entirety.**

From the Home Page click the 'Rail Services' link, then choose the option called 'Forms & Policies' for the railroad carrier being inquired; this option houses the publications necessary for understanding how to do business with individual Watco Transportation Services Railroads.

If you are not equipped to obtain a copy of this publication from the WATCO web site, a hard copy will be mailed to you, provided you furnish, to the address shown below, a formal written request for a printed copy. This formal request is required on an annual basis in accordance with the Surface Transportation Board's policy decision under Ex Parte 528, Disclosure, Publication and Notice of Change of Rates and Other Service Terms for Rail Common Carriage. **An annual \$100.00 subscription fee will be assessed for those who wish to receive a hard copy.**

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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.

ITEM 10 **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.

ITEM 20 **CHANGE IN PROVISION(S)**

The WTS Railroad reserves the right at any time to change the provisions of this publication; provided, however, any such change shall be effective only with regard to any transportation services provided under the publication for freight tendered after the effective date of the changes. The WTS Railroad will make available on its web site this publication in the latest amended form. Shippers, Consignees, Loaders and Unloaders should review this publication before tendering freight. Revisions to this publication will be made from time to time by reissuing the publication in its entirety.

ITEM 30 **CHARGES HEREIN SUBJECT TO INCREASE**

Charges published herein are subject to increase by republication.

ITEM 35 **CURRENCY**

Charges published herein are stated in United States Dollars.

ITEM 40 **TRANSPORTATION**

Carrier agrees to transport shipments with reasonable dispatch. Carrier does not guarantee rail service within any particular time frame. Bunching and Run Around will not be considered railroad error and no allowance will be made.



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ITEM 50 GLOSSARY OF TERMS

ACTUAL PLACEMENT: When a car is placed in an accessible position for loading or unloading, or at a point designated by the shipper or consignee or party loading or unloading the car. Railroad may issue Actual Placement Notices. Failure to receive notification is not a valid claim against payment of invoices for associated fees. Actual Placement is commonly referred to as PACT.

ASSIGNED CARS: The assignment of cars to a given shipper at a specific location as defined in Car Service Rule 16 and Car Hire Rule 22 as published in Railinc Circular No. OT-10.

ASSIGNEE: A shipper who has requested and has been assigned specific cars.

AVERAGE AGREEMENT: Party responsible for demurrage or storage charges is provided an offset of car detention debits with credits on a monthly basis.

BILL OF LADING: Uniform Bill of Lading as contained in the Uniform Freight Classification UFC 6000-Series, subject to modification as may occur from time to time. Commonly referred to as BOL.

BROKER: An agent or intermediary negotiating the buying or selling contents of car, other than shipper or consignee.

BUNCHING: The accumulation of cars for loading or unloading shipped on different days. Since Watco Transportation Services railroads do not control the flow of inbound cars from connecting railroads, no allowance will be made in demurrage charges.

CALENDAR MONTH: Defined as 12:01 AM from the first day of one calendar month through 12:01 AM of the first day of the following calendar month.

CALENDAR YEAR: Defined as 12:01 AM January 1st of one year through 12:01 AM January 1st of the following calendar year.

CAR ORDER WANT DATE: The date for which Customer requested car for loading.

CHARGEABLE DAY: A twenty-four (24) hours period or fraction thereof for which a charge assessed pursuant to this Tariff can be assessed.

CHARGEABLE DEBIT: Chargeable debits are the difference between the debits applied to a car minus any applicable credits.

CONSIGNEE: The party designated on the bill of lading as the entity entitled to receive delivery of the car from the carrier.

CONSIGNOR or SHIPPER: The party designated on the bill of lading as the entity which has caused the car to be consigned into transportation.

CONSTRUCTIVE PLACEMENT: When a car, including order notify and in-bond shipments, cannot be actually placed or delivered because of any condition attributable to the consignee, shipper, loader or unloader, such car will: (a) be held on WTS tracks and notice will be sent or given to the party entitled to receive notification that the car is held awaiting disposition instructions; (b) have been placed by a WTS railroad on private or Industrial Track tracks, including lead tracks serving the consignee, shipper, loader or unloader, will be considered constructively placed without notice. Commonly referred to as PCON.

CONSTRUCTIVE PLACEMENT TIME: The time from constructive placement until a car is actually placed.

CREDIT: Offset of a chargeable day. Credits can be earned only on those cars released from demurrage. Demurrage day must occur to earn a credit.



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CUSTOMER: Shipper, Loader, Unloader, Consignee, Freight Payer or party entitled to receive notification.

DEBIT: See description of term for Demurrage Day.

DEDICATED RAILWAY LOCOMOTIVE POWER OR DEDICATED CREW: When a locomotive(s) and crews have been assigned specifically for that unit train service, and that the WTS Railroad is providing the locomotive(s) and crew for loading and/or unloading.

DEMURRAGE: Demurrage is a charge for detaining a railcar. Railroads charge demurrage as an incentive for Customers to load and unload cars promptly, to prevent congestion in railroad terminals caused by idle cars, and ultimately to improve the utilization of a valuable asset. Reduced dwell translates into faster, more reliable cycle times and better service.

DEMURRAGE DAY: A twenty-four (24) hour period, or fraction thereof, commencing at the first 12:01 AM after the applicable start event, may also be referred to as “Debit.”

DESTINATION: Billing destination, or if such destination is serviced by a terminal yard, then such terminal yard will be considered as the destination.

DISPOSITION: Information, including forwarding instructions and/or release, which allows the railroad to apply or release the car from the shipper’s, consignee’s, loader’s, or unloader’s account.

DIVERSION: The term “Diversion” can be used interchangeably with “Reconsignment” and means any request for change in the bill of lading or waybill. A diversion in an order from the shipper or consignee to deliver car(s) to other than the original billed destination. If change requires the car to move over track that it has already traveled (back haul), the car may be diverted to the next logical terminal. From there, new shipping instructions (new Bill of Lading) will be required to move the car from its current location to the new destination.

EMPTY CARS ORDERED AND NOT USED: Empty cars ordered, placed or constructively placed for loading and not used in transportation service.

EMPTY RELEASE INFORMATION: Advice from consignee and/or unloader, given to the WTS Customer Service Department electronically via ShipperConnect, EWatss, EDI, or via email to the Customer Service group listed on the WTS railroad specific website, or in writing via fax (**for fees on faxes, please review WTS 9011-Series**) to 844-476-6726 that car is unloaded and available for the railroad. Information given must include identity of consignee, and/or unloader, party furnishing the data, car initial, number date and time. Release will be effective on date and time advice is received by the railroad.

EWATSS: Online utility that allows user to manage their inventory while online as well as release of empty railcars. Contact the WTS Technology Administrator with questions via email at WATSSsupport@watcocompanies.com or via phone at (866) 889-2826.

FORWARDING INSTRUCTIONS: A bill of lading given to authorized personnel of the line-haul carrier that contains all of the necessary information which allows for the immediate movement by the railroad. Forwarding instructions will be effective on date and time advice is received by the railroad.

Advice received by the railroad to move a car from a loading or storage track to a railroad yard or hold track to be held for “forwarding instructions”, whether furnished by the party loading car or another party, or a bill of lading or an order consigning the car to an Agent of a WTS railroad which has no beneficial interest in the lading, does not constitute “forwarding instructions” or a release from demurrage or other like charges.

A bill of lading, or other suitable order, covering car(s) requiring clearance from all carriers in the routing will not constitute “forwarding instructions” until clearance is received from all carriers in the routing.



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FREE TIME: The time allowed for the unloading or loading of cars.

HAZARDOUS MATERIALS (OTHER THAN TIH/PIH): SUBJECT TO TARIFF BOE 6000 (HAZARDOUS MATERIALS REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION) Hazardous Materials are defined as “Hazardous Wastes” and “Hazardous Substances” as named in 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, requiring the use 4-digit identification numbers on shipping documents, placards or panels and identified with Standard Transportation Commodity Codes (STCC) beginning with 48 and 49 or beginning with STCC 28 and 29 and converting to STCC 48 or 49.

IDLER CAR: An empty car used to protect overhanging loads, or used between cars loaded with long material.

INDUSTRIAL TRACK: Designated delivery or receipt track or tracks for the exchange of cars between carrier and industry performing their own switching including switch line acting as Agent for Industry.

INDUSTRY TIME: The time from actual placement or placement to team tracks until release and receipt of forwarding instructions, if applicable. The time from interchange receipt of a loaded car or a loaded private car released and held on railroad controlled tracks until forwarding instructions are received.

INTRA-PLANT SWITCHING: A Customer-requested switching movement subsequent to ACTUAL PLACEMENT, when loaded or empty, from one track to another track (or between two points on the same track), within the same plant or industry without leaving the tracks of the same plant or industry.

INTRA-TERMINAL SWITCHING: A Customer-requested switching movement (other than intra-plant switching) from one track to another track of the same carrier, within the switching limits of one station or industrial switching district.

INTER-TERMINAL SWITCHING: A switching movement (other than intra-plant and intra-terminal switching) between an industrial track or team track on the tracks of a WTS railroad and an industrial track or team track on connecting lines on traffic having origin and destination within the switching limits of the same station or industrial switching district. Charges of connecting carriers will be in addition to charges provided herein. **Commonly referred to as a Cross Town Switch.**

INTERMEDIATE SWITCHING: A switching movement by a carrier that neither originates nor terminates the shipment nor receives a line haul on that shipment.

LEASED TRACK: A track leased to a user through a written lease agreement and is considered the same as a private track for demurrage or storage purposes.

LINE-HAUL: Movement between stations that are not located within the switching limits of the same station. Movement between stations located within the switching limits of the same station will be considered Line-haul when Customer is not listed as open to reciprocal switching or when movement occurs from or to a leased track.

LOADER: Party physically loading the car.

LOADING: The complete or partial loading of a car in conformity with the WTS railroad loading and clearance rules, advice that the car is available for movement, and the furnishing of forwarding instructions.

LOCAL: Traffic moving between stations located on the same WTS Railroad.

NOTIFICATION: When required, notification will be furnished either electronically or in writing to all parties entitled to receive notification.



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ORDER IN CUSTOMER: A Customer who, by prior arrangement, has notified the WTS railroad that cars shall not be placed, or considered to be placed, for loading or unloading, until the WTS railroad has received an order for placement from said Customer.

ORDER IN: In order for a car on constructive placement to be spotted at a Customer's facility, the party entitled to receive the car must order the car for placement.

INDUSTRIAL TRACK: Any track assigned for individual use, including privately owned or leased track.

PARTIAL UNLOADING: The partial unloading of a car and the furnishing of forwarding instructions.

PRIVATE CAR(S): A car bearing other than railroad reporting marks that is not railroad controlled.

PRIVATE TRACK: Any track not owned or leased by a railroad.

RAILROAD CONTROLLED CAR: Any car other than a private car.

RECIPROCAL SWITCHING: An arrangement between carriers serving the same station or switching district where the carrier physically serving the industry performs switching service for loading or unloading on behalf of the **line haul** carrier on shipments having an immediately preceding or following line-haul movement via that carrier. WTS railroad will provide reciprocal switching only to or from that railroad's Customers specifically listed in Section IV of this tariff. Shipments to or from WTS Customers not listed in Section IV will move in either line-haul service, or under a handling carrier agreement.

REFUSED LOADED CAR: An original loaded car refused at destination without being unloaded.

RELEASE: The notification received from shipper, loader, consignee or unloader that loading or unloading of a car has been completed and car is available for movement and forwarding instructions have been received, if applicable. Date and time that the WTS railroad receives forwarding instructions and advice that a car is available for movement and from non-credit Customers, upon payment of any charge due. Cars placed on industrial interchange tracks of an industry doing its own switching, including those tracks of an industrial switch line acting as Agent of industry, will be removed from track and considered received and held for disposition as provided in this Tariff. Cars found to be improperly loaded at origin will not be considered released until the load has been properly adjusted and clearance has been obtained. When a car is unloaded and then reloaded, empty release information must be furnished. If not furnished, demurrage will be continuous until forwarding instructions are received. Loaded or empty or private cars released and pulled from private tracks, which must first be held on railroad track awaiting forwarding instructions, are subject to demurrage/storage provisions and charges as provided in this Tariff.

NOTE: Demurrage charges will continue to accrue to the Origin Industry even when cars are released to a third-party, until the time the billing is received from the third-party.

RUN AROUND: Car(s) placed at customer designated track(s) ahead of previous arrivals held by the railroad on railroad owned tracks.

SHIPPER CONNECT: Web based interface that allows Customers to manage their inventory while online as well as release of empty railcars. Contact RMI Administrator with questions at (866) 889-2826 or email RMIHelpDesk@watcocompanies.com.

SHIPPER or CONSIGNOR: The party designated on the bill of lading as the entity which has caused the car to be consigned into transportation.

SPOT ON ARRIVAL: The WTS railroad, without notification, will place cars for loading or unloading immediately upon their availability for placement.



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ITEM 50 GLOSSARY OF TERMS

SPOT ON ARRIVAL CUSTOMER: A Customer who has not requested to be an Order In Customer will be considered a Spot On Arrival Customer (see Spot on Arrival). If constructive placement of a car is necessary, the car will not be placed for loading or unloading until the WTS railroad has received an order for placement from the Spot on Arrival Customer.

STOPPED IN TRANSIT: When cars are held in route because of any condition attributable to the shipper, consignee, or owner.

TENDER: The offer of goods for transportation, or the offer to place cars for loading or unloading.

TIH/PIH: Toxic Inhalation Hazards (TIH) and Poison Inhalation Hazards (PIH), as defined in AAR Circular No. OT-55. The terms TIH and PIH are synonymous as they apply to this Tariff.

TIME: Local time of the station located on the WTS railroad is applicable, expressed on the basis of the twenty-four (24) hour clock, commencing at 12:01 AM.

UNIT TRAIN: A physically consecutive and connected set of at least 80 cars tendered for movement together, unless otherwise stated in your contract.

UNLOADER: Party physically unloading the car.

UNLOADING: The complete or partial unloading of a car and notice from the consignee the car is available for movement and the furnishing of forwarding instructions when required.

ITEM 60 PAYMENT TERMS

Charges that accrue per this Tariff are due and payable according to the WTS payment terms, as stated in WTS Rules Publication 9011-Series, supplements thereto and successive issues thereof, whichever is applicable.



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ITEM 70 SECURITY DEPOSITS FOR PAYMENT OF CHARGES

The WTS railroad has the right to demand that a rail Customer (A WTS railroad served shipper, loader, consignee or unloader responsible for the payment of demurrage), without sufficient credit history, or with a history of delinquency or nonpayment of freight, demurrage or other charges not in bona fide dispute, deposit with the WTS railroad, money or security adequate to pay an **average monthly invoiced services calculated over the past six months or a per car fee based on potential services**. (1) The deposit may be satisfied with cash, letter of credit, surety bond or other appropriate instrument. The WTS Railroad will determine the suitability of the security tendered. (All instruments on deposit are hereinafter referred to as “security”)

If a WTS railroad invoice not in bona fide dispute is not paid when due, immediately thereafter the WTS railroad will satisfy the bill by drawing against the security on deposit. Thereafter, the rail Customer will be required to reinstate the value of the security to its former level or to another level equivalent to its average monthly invoiced services or per car fee based on potential services.

Should demand be made upon a rail Customer for the deposit or maintenance of security as heretofore stated and should the rail Customer refuse or fail to deposit or maintain the security, A WTS railroad may refuse to provide any further rail service until the deposit requirement is fulfilled. If service is refused and rail Customer is the subject of congestion, the WTS railroad will issue an embargo against all rail transportation by the WTS railroad to and from that rail Customer, so long as congestion exists or otherwise continues. In short, carrier may issue and maintain the embargo while the congestion exists, irrespective of rail Customer compliance or non-compliance with the Security Deposit provisions in this Item.

No interest will be paid by the WTS railroad on any security or monies deposited with it. It is within the discretion of the WTS railroad to determine when creditworthiness of the rail Customer no longer necessitates the imposition of a security or deposit. If rail service to the Customer is permanently discontinued, upon satisfaction of all invoiced bills the security on deposit held by the WTS railroad will be released and returned.

See WTS Rules Publication 9011-Series for CREDIT EXTENSION and other conditions of carriage.

ITEM 80 INVOICE CLAIMS

In order to be allowed relief from a billed amount, a claim must be presented to the WTS Railroad, in writing, within **thirty (30)** days of the billing date, with supporting documentation, stating fully the conditions for which relief is claimed, identifying contested cars by car initial, car number and location.

Claims sent to the WTS Railroad which are not found to be valid will be subject to a **processing fee of \$50.00** for each incorrectly disputed car. Claims are to be sent via email to the email address listed on the individual WTS Railroad’s webpage. Webpages may be found at <https://www.watcocompanies.com/services/rail/>.

All claims not received within thirty (30) days will result in invoice being considered valid and prompt payment will be expected.

Improper Charges:

If, by error, demurrage or storage charges are improperly assessed, charges will be adjusted to the amount that would have accrued but for such error.

Unacceptable Claims:

Bunching and run around will not be considered railroad error and no allowance will be made.

Force Majeure:

Acts of God: In the event it is impossible for shipper, loader, consignee, or unloader to get to a car or to load or to unload a car due to acts of God, including, but not limited to flood, storm, earthquake, hurricane, tornado, or to other severe weather or climatic conditions, the demurrage directly chargeable thereto will be adjusted, provided the impediment is at least two (2) days in duration. Notification of this impediment must be made to Customer Service. Customer will notify customer service within 24 hours of interference, and will provide daily updates until back in service. Customer Service contacts may be found on the individual WTS Railroad’s webpage. Webpages may be found at <https://www.watcocompanies.com/services/rail/>.



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ITEM 90 APPLICATION OF SECTION I AND II

- A. Section I (Demurrage) and Section II (Storage), applies on all cars constructively or actually placed on or after the effective date of this tariff, at all stations on WTS Railroads. ***This publication takes precedence over any other domestic interstate, intrastate, export or import publication***, containing rules, regulations and charges on demurrage and storage for the account of the WTS Railroad, and will be applied on the basis of an “Average Agreement” as defined in ITEM 50, between WTS Railroad and the facility served by WTS Railroad and the facility will be responsible for payment of such charges **per 49 CFR part 1333**.
- 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 owned and controlled cars, assigned cars, and privately-owned cars, including idler cars are subject to the rules and charges published herein, **EXCEPT** the following:
 - 1. Cars for loading or unloading of a WTS Railroad’s company material while held on WTS Railroad tracks or private sidings connecting therewith.
 - 2. Cars of refused or unclaimed freight to be sold by the WTS Railroad for the time held beyond legal requirements.
 - 3. Cars of railroad ownership, leased by a Customer for storage of commodities, for intra-plant or intra-terminal switching service, while held on lessee’s tracks and car hire (per diem) is not the WTS Railroad’s liability.
 - 4. Empty cars ordered and rejected as unsuitable for loading within 48 hours following order date or actual placement date.



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SECTION I DEMURRAGE RULES AND CHARGES

ITEM 100 NOTIFICATION TO CUSTOMER

- A. The following notification will be furnished as indicated:
1. Cars for Industrial Tracks
 - a. Notice of constructive placement shall be sent or given if a car is held on tracks of a WTS Railroad at an available hold point or at billed destination due to any condition attributable to the facility served by a WTS Railroad (shipper, consignee, loader or unloader) which prevents the WTS Railroad from making actual placement.
 - b. Delivery of car upon tracks of consignee will constitute notice. The date and time of the placement by the Train Crew's record will govern the chargeable time as described in this tariff. Facility served by the WTS Railroad must review and report discrepancies between facility's inventory and daily ON-LINE INVENTORY within 24 hours of discrepancy to WTS Railroad's Customer Service at the email address listed on the individual WTS Railroad's webpage. Webpages may be found at <https://www.watcocompanies.com/services/rail/>. If communication is not received within 24 hours, Train Crew's record will govern for application of charges.
 2. Cars for Public Delivery Tracks:
 - a. Notice of constructive placement shall be sent or given if a car is held on tracks of the WTS Railroad at an available hold point or at billed destination due to any condition attributable to the shipper, consignee, loader or unloader which prevents the WTS Railroad from making actual placement.
- B. Notification will be furnished in writing, electronically, or via mechanical device, and shall contain:
1. Car initials and number
 2. Hold point, if other than billed destination.
- C. When shipper or consignee utilizes an electronic or mechanical device, including fax machines, phone systems and email, to accept messages, notification left on such device will be considered as having been received.
- D. It will be the responsibility of the WTS Railroad served Customer, to notify the WTS Railroad's Customer Service at the email address listed on the individual WTS Railroad's webpage. Webpages may be found at <https://www.watcocompanies.com/services/rail/>. Should the WTS Railroad receive a failure to deliver message due to any reason attributable to the receiver, such as invalid fax number or email address, notice will be considered to have been given on any Constructive Placement notice attempted to be delivered (**for fees on faxes, emails and phone calls please review WTS 9011-Series**).

ITEM 110 NOTIFICATION TO THE WTS RAILROAD

The WTS Railroad will accept forwarding instructions, empty release information or, other disposition twenty-four hours via EDI, via Shipper Connect, via EWATSS, or via email to the email address listed on the individual WTS Railroad's webpage. Webpages may be found at <https://www.watcocompanies.com/services/rail/>, or via fax to number 844-476-6725 (**for fees on faxes, emails and phone calls please review WTS 9011-Series**).

All notices to the WTS Railroad are effective upon receipt.

NOTE 1: Demurrage charges will continue to accrue to the Origin Industry even when cars are released to a Third-Party, until the time billing is received by the WTS Railroad from the Third-Party.

NOTE 2: It is the origin industry's responsibility to ensure information is received by the railroad.

NOTE 3: A penalty charge will be assessed on cars released prior to being fully unloaded or loaded (see ITEM 315).



FREIGHT TARIFF WTS 9012

ACCESSORIAL & SWITCHING TARIFF

ITEM 120 CARS HELD FOR COMPLETE OR PARTIAL LOADING OR UNLOADING

LOADING OR UNLOADING: As defined in ITEM 50 of this Tariff.

- A. Private car(s) that are consigned or ordered for delivery to private tracks, while held on railroad tracks under constructive placement, are subject to demurrage/storage provisions and charges as applicable in this Tariff.
- B. Car(s) other than private car(s) that are consigned or ordered for delivery to private tracks are subject to demurrage/storage provisions and charges as applicable in this Tariff while on railroad tracks under constructive placement and while on private tracks.
- C. If ITEM 160 is applicable, this Item will not apply.

COMPUTATION:

- A. Demurrage computation:
 - 1. Constructive Placement Time will apply from first 12:01 AM after constructive placement until actual placement.
 - 2. Industry Time will apply from first 12:01 AM after actual placement until release.
 - 3. Demurrage will apply on railroad owned and controlled car(s) from first 12:01 AM after constructive placement until release from actual placement (Constructive Placement Time and Industry Time combined and continuous).
 - 4. Demurrage will apply on private car(s) from first 12:01 AM after constructive placement while on railroad tracks until actual placement on private track.
 - 5. Demurrage will apply on all car(s) from first 12:01 AM after release and removal of loaded cars from private track until forwarding instructions are received.
- B. On reloaded cars, demurrage will apply from the first 12:01 AM after advice is received that the car is empty until car is released as a load; provided if advice that the car is empty is not furnished, demurrage will continue until forwarding instructions are received.

CREDITS: As defined in ITEM 50 of this Tariff.

- A. **Two (2) credits will be allowed for each car that incurred a demurrage day upon release from unloading. One Credit will be allowed for each car upon release from loading. If demurrage day is not incurred, a maximum of one (1) credit will be allowed for each car upon release from unloading.**



FREIGHT TARIFF WTS 9012

ACCESSORIAL & SWITCHING TARIFF

ITEM 130 CARS HELD FOR PURPOSES OTHER THAN LOADING OR UNLOADING

APPLICABLE TO CARS HELD:

- A. While awaiting proper disposition from the Customer.
- B. In connection with diversion request
- C. For any other purpose not attributable to the WTS Railroad.
- D. If ITEM 160 is applicable, this Item will not apply.
- E. Cars in Unit Train service, broken into multiple cuts, awaiting placement.

COMPUTATION:

- A. Demurrage computation:
 1. Constructive Placement Time will apply from the first 12:01 AM after constructive placement until actual placement or disposition advice for re-route to off-line point is received on:
 - a. Cars diverted, reconsigned, refused, reshipped or stopped in transit.
 - b. Empty cars ordered, constructively placed for loading, and not used in transportation service (other than a rejected car) as referred to in ITEM 325 A.
 - c. Cars waiting for payment of accrued charges.
 - d. Cars held for other purpose which is not attributable to the WTS Railroad.
 - e. Cars with excessive lading held for reduction as described in WTS 9011-Series, supplements thereto and successive issues thereto, whichever is applicable.
 - B. Industry Time will apply from first 12:01 AM after received by the WTS Railroad until date and time of disposition on:
 1. Cars received from connecting carriers.
 2. Private cars returned to railroad tracks.
 - C. Industry Time will apply from first 12:01 AM after actual placement until disposition advice is received on:
 1. Cars reshipped.
 2. Empty cars actually placed for loading, and not used in transportation service.
 3. Cars held for any other purpose which is not attributable to the WTS Railroad.
 - D. Demurrage will apply on the following from first 12:01 AM:
 1. Demurrage will apply on railroad owned and controlled car(s) from first 12:01 AM after constructive placement until disposition of refused car(s) (Constructive Placement Time and Industry Time combined and continuous).
 2. Demurrage will apply on private car(s) from first 12:01 AM after constructive placement while on railroad tracks until actual placement on private track or disposition of refused car(s).
 - E. Calculation of charges:

Please refer to rate sheet for the WTS Railroad providing service, which can be found at <https://www.watcocompanies.com/services/rail/>.



FREIGHT TARIFF WTS 9012

ACCESSORIAL & SWITCHING TARIFF

ITEM 140 DEMURRAGE PLAN AND CHARGES

- A. Settlement of charges will be made on a calendar month basis on all cars released during the calendar month.
- B. Credits earned and demurrage days accrued by shippers or consignees having two or more facilities at the same or separate stations cannot be combined.
- C. Credits earned and/or chargeable demurrage days accrued will be calculated separately for the following transactions:
 - 1. Cars held for complete or partial loading or unloading (see ITEM 120).
 - 2. Loaded and empty private cars held on railroad tracks (see ITEM 120).
 - 3. Refused loaded cars (see ITEM 130).
- D. Excess credits on one type transaction cannot be used to offset demurrage days on another type transaction.
- E. Excess credits earned under Special Demurrage Contracts or Agreements cannot be used to offset demurrage calculated per the Tariff.
- F. Excess credits earned in one calendar month may not be used to offset demurrage days in another calendar month.
- G. Demurrage charges will be assessed against the Customer(s) at the facility served by a WTS Railroad and they will be responsible for payment of such charges.
- H. **Calculation of charges:** The tariff or special agreement applied will be that in effect when the car is released.
 - 1. Determine the total number of Chargeable demurrage days [debits] for all cars.
 - 2. Determine the total number of Credits for all cars.
 - 3. If total credits exceed total demurrage days [debits], demurrage charges will not be assessed.
 - 4. If total demurrage days [debits] exceed the total credits, charges will be assessed. Please refer to rate sheet for the WTS Railroad providing service, which can be found at <https://www.watcocompanies.com/services/rail/>.
- I. Adjustments must be handled through the invoice claim provisions set forth in ITEM 80.
- J. The WTS Railroad **will not** allow relief on demurrage days for a car that has been constructively placed from the order-in date until the car is actually placed.
- K. The applicable charge will accrue on all days except Saturdays, Sundays, and holidays that fall as the first chargeable day. (See ITEM 150)
- L. **The maximum allowed credits for car(s) released before demurrage days are incurred.** If a rail car is released before the demurrage clock begins, there will be a maximum of one (1) credit earned.

ITEM 150 HOLIDAYS

Wherever reference is made to “holidays”, it shall mean only the days listed below:

- New Year’s Day** – January 1st (*)
- Memorial Day** – Last Monday of May
- Independence Day** – July 4th (*)
- Labor Day** – First (1st) Monday of September
- Thanksgiving Day** – Fourth (4th) Thursday of November
- Christmas Day** – December 25th (*)

(*) When this date occurs on a Sunday, the following Monday will be observed as the holiday.



FREIGHT TARIFF WTS 9012

ACCESSORIAL & SWITCHING TARIFF

ITEM 160 CHARGES FOR TOXIC INHALATION HAZARDS OR POISONOUS INHALATION HAZARD (TIH/PIH)

- A. **Spot on arrival:** Rail cars containing Toxic Inhalation Hazard (TIH) or Poisonous Inhalation Hazard (PIH), as defined in AAR Circular No. OT-55, as amended from time to time, must be spot on arrival. In the event a car cannot be placed on Customer controlled tracks or facility upon arrival and the rail car must be held by a WTS Railroad, a charge of **\$2,500.00 per rail car per day**, or fraction thereof, will be assessed until the rail car is actually placed. The charges pertaining to this Item are immediate. There will be no free time or holiday free time. The charges will begin at time of constructive placement and will continue until actual placement.
- B. **Held awaiting “forwarding instructions”** as defined in ITEM 50: When a WTS Railroad is requested to move a car, containing Toxic Inhalation Hazard (TIH) or Poisonous Inhalation Hazard (PIH), as defined in AAR Circular No. OT-55, as amended from time to time, from an industry or team track and the Customer requesting the move has not provided proper forwarding instructions and such car is moved by the WTS Railroad to a railroad track, and is held awaiting proper forwarding instructions, a charge of **\$2,500.00 per rail car per day**, or fraction thereof, will be assessed against the party requesting the move until proper forwarding instructions are received. The charges of this Item are immediate. There will be no free time or holiday free time. The charges will begin on the day car is moved by a WTS Railroad to a railroad track and will continue until proper forwarding instructions are received.

In addition to the above charges, the Customer shall indemnify the WTS Railroad against any and all governmental fines which may be assessed for the holding of rail cars on railroad controlled tracks and the Customer shall be liable for any loss, damage, or delay to equipment or lading caused by an Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the Customer, or from any cause whatsoever which occurs while the equipment and lading is in the actual physical custody and control of the WTS Railroad due to the inability of the Customer to receive equipment or provide proper forwarding instructions, unless it can be proven that carrier’s gross negligence was the cause of same. The Customer will be responsible for any cost incurred by a WTS Railroad for providing protection or surveillance of any commodity provided in this Item while held on a WTS Railroad’s property.



FREIGHT TARIFF WTS 9012 ACCESSORIAL & SWITCHING TARIFF

SECTION II STORAGE RULES AND CHARGES

(Please contact Railroad's Storage team at storage@watcocompanies.com to discuss your railcar storage needs. It is railroads preference to negotiate a formal storage agreement between the customer and railroad that more specifically meets the needs of customers.)

ITEM 200 **INTO OR OUT OF STORAGE SWITCH**

Railcars switched into or out of storage to be moved between location of storage and either interchange or The Customer's facility, will be charged a fee of **\$200 per car**.

Railcars switched into or out of storage, chosen by specific equipment ID, rather than by the sequence of storage line entry (**commonly referred to as cherry picking**), will receive an additional charge of **\$200.00 per car**.

ITEM 210 **STORAGE OF LOADED OR EMPTY PRIVATE CARS ON RAILROAD TRACKS**

In lieu of a formal storage agreement between the customer and the WTS Railroad, and only when the WTS Railroad agrees to hold cars in storage rather than demurrage per ITEMS 120 & 130 will the charges outlined below be applicable. **If ITEM 160 is applicable, this Item will not apply.**

COMPUTATION OF CHARGES: Storage charges will be assessed to any railcar which is unable to be placed for loading or unloading at the Patron's facility, or if the total number of railcars in stored status exceeds the Patron's available storage agreement capacity on any particular day. **Storage charges will be assessed at a rate of \$100.00 per car, per storage day for loaded or empty railcars.**

STORAGE DAYS WILL COMMENCE: Immediately following arrival of the equipment on the WTS Railroad the car will be considered in storage for each day or fraction thereof that the car is held on the WTS Railroad tracks and continue until equipment is released with proper forwarding instructions.

RESPONSIBILITY FOR CARS: The shipper, receiver, owner or lessee is responsible for the car while in stored status according to the customer storage arrangement in place. Regardless if railcar lease agreement is terminated or transferred and regardless if storage or lease agreement is expired or cancelled, the responsibility for charges will only cease once new agreement is in place for the cars under new contract with new responsible party.

LIABILITY: See WTS 9011 Series.

STORAGE PLAN:

- A. Settlement of charges will be made on a monthly basis for storage during each calendar month.

CALCULATION OF CHARGES:

- A. Total storage days for each car in storage during a calendar month will be determined.
- B. Adjustments must be handled through the railroad error claim provisions set forth in ITEM 80.



FREIGHT TARIFF WTS 9012

ACCESSORIAL & SWITCHING TARIFF

ITEM 220 STORAGE OF EXPLOSIVES, HAZARDOUS MATERIALS (OTHER THAN TIH/PIH)

In lieu of a formal storage agreement between the customer and the WTS Railroad, and only when the WTS Railroad agrees to hold cars in storage rather than demurrage per ITEMS 120 & 130 will the charges outlined below be applicable. **If ITEM 160 is applicable, this Item will not apply.**

SUBJECT TO TARIFF BOE 6000 (HAZARDOUS MATERIALS REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION)

APPLICATION:

- A. This Item applies on any loaded car or residue empty car containing Explosives or Hazardous Materials that is held on railroad controlled tracks, which includes Team Tracks.
- B. Explosives are defined as Class A, B and C Explosives as named in Part 172, Commodity List, Tariff Bureau of Explosives (BOE) 6000-Series.
- C. Hazardous Materials are defined in ITEM 50.

COMPUTATION OF CHARGES: Storage charges will be assessed at a rate of **\$200.00 per car, per Storage day.**

STORAGE DAYS WILL COMMENCE: Immediately following arrival of the equipment on the WTS Railroad the car will be considered in storage for each day or fraction thereof that the car is held on the WTS Railroad tracks and continue until equipment is released with proper forwarding instructions.

RESPONSIBILITY FOR CARS: The shipper, receiver, owner or lessee is responsible for the equipment while in stored status according to the customer storage arrangement in place. Regardless if equipment lease agreement is terminated or transferred and regardless if storage or lease agreement is expired or cancelled, the responsibility for charges will only cease once new agreement is in place for the equipment under new contract with new responsible party.

LIABILITY: See WTS 9011 Series.

STORAGE PLAN:

- A. Settlement of storage charges will be made on a weekly basis for storage during each calendar month.

CALCULATION OF CHARGES:

- A. Total storage days for each car in storage during a calendar month will be determined.
- B. Adjustments must be handled through the railroad error claim provisions set forth in ITEM 80.

In addition to the above charges, consignees and shippers shall indemnify the WTS Railroad against any and all governmental fines which may be assessed for the holding of rail cars on railroad controlled tracks and the consignees and shippers shall be liable for any loss, damage, or delay to equipment or lading caused by an Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the shipper/loader, owner or consignee/receiver, or from any cause whatsoever which occurs while the equipment and lading is in the actual physical custody and control of the WTS Railroad due to the inability of the consignee or shipper to receive equipment or provide proper forwarding instructions, unless it can be proven that carrier's gross negligence was the cause of same. Consignees or shippers will be responsible for any cost incurred by the WTS Railroad for providing protection or surveillance of any commodity provided in this Item while held on a WTS Railroad property.



FREIGHT TARIFF WTS 9012

ACCESSORIAL & SWITCHING TARIFF

SECTION III SWITCHING AND MISCELLANEOUS CHARGES

ITEM 300 **INTRA-PLANT SWITCHING**

At a Customer's request, a WTS Railroad will perform intra-plant switching on loaded or empty cars. Please refer to rate sheet for the WTS Railroad providing service, which can be found at <https://www.watcocompanies.com/services/rail/>.

ITEM 305 **INTRA-TERMINAL SWITCHING**

A WTS Railroad will perform intra-terminal switching on loaded or empty cars. **Please refer to rate sheet for the WTS Railroad providing service, which can be found at <https://www.watcocompanies.com/services/rail/>.**

- a. Empty equipment moving to or from facilities for cleaning, lining, relining, maintenance, modification or repair not immediately preceded by or followed by a revenue movement via the WTS railroad will be assessed a charge of **\$350.00 per car, per movement**.

ITEM 310 **INTER-TERMINAL SWITCHING**

A WTS Railroad will perform inter-terminal switching on loaded or empty cars. Charge from other carriers will be in addition to the switch fee of the WTS Railroad. **Please refer to rate sheet for the WTS Railroad providing service, which can be found at <https://www.watcocompanies.com/services/rail/>.**

ITEM 315 **IMPROPER RELEASE OF CARS PLACED FOR LOADING OR UNLOADING**

When a shipper instructs the release of a car(s) previously placed for loading or unloading, but the WTS Railroad is unable to remove the car(s) because the loading or unloading of the car(s) has not been completed or for other reasons not attributable to the WTS Railroad, the car(s) will remain on demurrage as if the release had not been instructed, and a **charge of \$400.00 per car** will apply on each car, up to a **maximum charge of \$1,200.00 per occurrence**.

When the placement of a car(s) cannot be accomplished due to improper release of car(s) previously placed for loading or unloading or for other reasons not attributed to the WTS Railroad, the car(s) will remain on demurrage as if the car(s) had not been ordered and a **charge of \$400.00 per car** will apply on each car, up to a **maximum charge of \$1,200.00 per occurrence**.

ITEM 320 **RELEASE OF CARS WITHOUT FORWARDING INSTRUCTIONS**

When a loaded or empty car(s), is released by the Customer, and car(s) are removed from the location of release and are held by carrier awaiting forwarding instructions, a charge of **\$400.00 per car** with a **maximum charge of \$1,200.00 per bill of lading** will be assessed against the Customer taking responsibility for Miscellaneous Charges. If car(s) are subsequently ordered returned to the loader's interchange tracks, the applicable intra-terminal switching charge will be assessed against party requesting the service. **These charges are in addition to demurrage charges. Additional charges may also accrue as stated in WTS Rules Publication 9011-Series, supplements thereto and successive issues thereof, whichever is applicable.**

ITEM 325 **EMPTY CARS RETURNED UNUSED**

- A. When an empty car is furnished by another railroad for loading by an industry located on a WTS Railroad is refused by the industry because the car is not in proper condition to load and car must be returned to the furnishing railroad, a charge of **\$395.00 per car** will be assessed against the railroad furnishing the car.
- B. When an empty car furnished by any railroad is rejected for loading by an industry located on a WTS Railroad, and returned unused for reasons other than described in (A) above, a charge of **\$395.00 per car** will be assessed against the person, firm or corporation ordering the car.
- C. APPLIES TO B: Demurrage will also be charged for all detention, including, Saturdays, Sundays and Holidays from the date and time of actual or constructive placement until released, with no free time allowance.



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ITEM 330 EQUIPMENT SUPPLIED FOR SPECIFIC DESTINATION OR JUNCTIONS

- A. Empty cars that are ordered or supplied for specific off-line destination or via specific junctions that are loaded and billed to travel other than ordered or supplied route will incur a charge of **\$500.00 per car**. This charge will be assessed by the WTS Railroad.

NOTE: Charges can also be imposed by other roads involved or car owners. Any such charges will be assessed by the WTS Railroad to the customer in addition to A.

ITEM 335 CARS INTERCHANGED OR DELIVERED TO A WTS RAILROAD IN ERROR (RAILROAD SETBACK)

Loaded or empty car(s) received in interchange by a WTS Railroad;

- A. without billing instructions, or
- B. at an interchange not specified in the billing, or
- C. when the WTS Railroad is not in the route, or
- D. when shipper, consignee or owner changes billing instructions to move car(s) via an outbound carrier other than the WTS Railroad

will be returned to the delivering carrier or forwarded to the proper carrier if interchange with such carrier within the same switching district at a charge of **\$450.00 per car or at the same charge listed in carrier's tariff for which delivery was received in error, whichever is greater.**

Unless otherwise provided, when loaded or empty railcar(s) are received from a connecting rail carrier in error or without necessary forwarding instructions and a WTS Railroad performs linehaul service or when railcars are received at the incorrect interchange location moving in linehaul service (including run-through train service), such movements will be subject to a charge of \$3.00 per mile (\$300 minimum per railcar) to the erring rail carrier to return the railcar(s) to the original interchange point (round trip) or to a subsequent interchange point or destination customer. Forwarding instructions (EDI 404, 417, 418) that contain erroneous information received from another rail carrier that cause additional linehaul movement of traffic, are subject to the same charges. This \$3.00 per mile charge is in addition to error delivery charge listed above in this Item.

In the event that a WTS Railroad receives a railcar for Reciprocal Switching to a closed customer, the WTS railroad will assess an additional \$1500 against the rail carrier from whom the railcar was received.

ITEM 340 INDUSTRY SETBACK

Industry Setbacks will only be accepted while car(s) are in possession of the WTS Railroad.

- A. Upon receipt of a request to return car(s) previously released on the WTS Railroad, the WTS Railroad will perform the service at a charge of **\$350.00 per car**, provided car(s) is within the originating terminal.
- B. If car(s) is no longer in the originating terminal, a charge predicated on the distance traveled on the WTS Railroad between the turning point and point of original release will be assessed as follows:
 - 1. Up to 75 miles = **\$575.00 per car**
 - 2. Greater than 75 miles = **\$575.00 per car plus \$3.00 per mile**

ITEM 345 STOP IN TRANSIT

A car from any point on the WTS Railroad that is set-out for any customer requested purpose, is subject to a **\$400 per car charge**.



FREIGHT TARIFF WTS 9012

ACCESSORIAL & SWITCHING TARIFF

ITEM 350 SERVICE OUTSIDE NORMAL OPERATING OR SERVICE HOURS

- A. If the WTS Railroad is requested by Customer to furnish necessary locomotive(s) and crew(s) to perform service at other than normal assigned time for a specific location, this Item applies.
- B. Charges will be assessed at a rate of **\$400.00 per hour** or fraction thereof, but not less than **\$3,200.00 per request**. Charges shall be assessed for each request for service, and will be in addition to any other chargeable services performed in connection therewith.
- C. Customer must provide the WTS Railroad personnel advance notice by phone or email. Phone numbers and email addresses may be found at the WTS Railroad's individual webpage. Webpages may be found at <https://www.watcocompanies.com/services/rail/>. Prior to service being performed, the WTS Railroad must receive communication via one of the previous listed methods confirming the request, listing the initial and number of the car(s) previously furnished by phone.

ITEM 355 SPECIAL FREIGHT TRAIN SERVICE

Special freight train service is defined as a train that is operated on an expedited schedule or under special service or transportation requirements specified by the Customer at a charge in addition to the applicable class or commodity rates or fares, or a train that is assembled in accordance with instructions to the WTS Railroad by the Customer. Upon request and at the convenience of the WTS Railroad, special freight train service will be furnished on the WTS Railroad, subject to the charges and conditions specified in this Item.

- A. Charges will be assessed at a rate of **\$125.00 per train mile** over the actual distance operated by the special train, **subject to a minimum of 38 miles or \$4,750.00 for each movement**. Charges shall be assessed for each request for special freight train service, and will be in addition to any other chargeable services performed in connection therewith.
- B. Customer must provide the WTS Railroad personnel advance notice by phone or email. Phone numbers and email addresses may be found at the WTS Railroad's individual webpage. Webpages may be found at <https://www.watcocompanies.com/services/rail/>. Notice for each special freight train service to be made under this tariff, should provide the WTS Railroad all necessary information as to such special train movement, including consist, date and time of movement, and any other information and instructions pertinent to such movement, allowing sufficient time for the WTS Railroad to consummate whatever arrangements may be necessary to facilitate the movement of such train, including the assembly of equipment, personnel and other incidental requirements. Prior to service being performed, the WTS Railroad must receive written confirmation via email or fax. Listing of email address and fax numbers may be found on the WTS Railroad's individual webpage. Webpages may be found at <https://www.watcocompanies.com/services/rail/>. Written notification should list the initial and number of the car(s) previously furnished by phone.

ITEM 360 TURNING CARS TO PERMIT LOADING/UNLOADING

When a Customer requests a WTS Railroad turn car(s) for the purpose of loading or unloading, a turning charge of **\$575.00 per car** will apply for each car that the WTS Railroad turns.

- a. If the WTS Railroad cannot turn a car, the car will be returned to the interchange carrier in which it was received. Car(s) would be subject to and Inter-Terminal Switch charge. Charges of other carriers would be in addition to the charges of the WTS Railroad.

ITEM 365 EMPTY CAR SWITCHING

When a Customer requests a WTS Railroad return a previously received empty car to interchange within the switching district/terminal, a charge of **\$325.00 per car** will apply. This Item applies to all equipment, including but not limited to private car and tank car equipment. This Item excludes empty cars that fall under the provisions of ITEM 325.

ITEM 370 ABSORPTION OF CONNECTING LINES' SWITCHING CHARGES

If absorption is not specifically mentioned in freight charge publication, any and all connecting lines' switching charges will not be **absorbed by the WTS Railroad**. To the extent switching charges **are not absorbed**, such charges will be assessed against the consignor or consignee in addition to all other applicable charges. For absorption amount, please refer to the freight transportation pricing.



FREIGHT TARIFF WTS 9012

ACCESSORIAL & SWITCHING TARIFF

ITEM 375 DIVERSION CHARGES

General Application:

- A. When the WTS Railroad has taken physical possession of the car(s) from a connecting carrier or on-line served facility.
- B. Diversions will only be accepted from;
 - a. Payer of Freight
 - b. Authorized Representative/Agent of the Payer of Freight
 - c. Shipper
 - d. Consignee
 - e. Car owner/Lessee
- C. Diversion will not be accepted
 - a. After car has been interchanged to a connecting carrier
 - b. After actual placement
 - c. Require the WTS Railroad to perform Back hauls or Out-of-Line hauls
 - d. If car is already in an interchange block
 - e. If car is non-revenue empty
- D. The WTS Railroad reserves the right to reject a diversion request for any reason.
- E. The WTS Railroad will make diligent effort to effect desired diversion when the car is in the WTS Railroad's possession.
 - a. The WTS Railroad will not assume any responsibility after a car has been classified or assembled into a train for movement, or if car has been "pre-blocked" or "run-through" train service.
 - b. The WTS Railroad will not be responsible for executing a diversion order on a specified day or time of day.
 - c. The WTS Railroad will not be responsible for increased charges when the diversion cannot be accomplished at the desired locations.
- F. The WTS Railroad personnel must receive advance notice by phone at 866-889-2826.
- G. Once The WTS Railroad personnel approves diversion, the WTS Railroad must receive an email at the address found on the WTS Railroad's individual webpage. Webpages may be found at <https://www.watcocompanies.com/services/rail/>. The email should confirm request with details of where to send charges before diversion will be completed.
- H. Cars diverted prior to arrival of car at billed destination shall be charged a rate of **\$350.00 per car** as well as the otherwise applicable charges for the move.

ITEM 380 PRIVATE CAR APPLICATION FOR RAILROAD MARKED CARS

WTS is aware that shippers and/or consignees may sometimes lease railcars from other railroads for shipments that may originate or terminate on a WTS Railroad. Such railcars normally contain the reporting marks of the lessor railroad. In order to avoid the assessment of demurrage charges by the WTS Railroad, when such railcars are located on private or leased tracks, on a WTS Railroad's rail lines, it is necessary that shippers apply to and receive the approval of the WTS Railroad for the designation of such cars as "private" cars for the purposes of demurrage or storage. The WTS reserves the right to assess demurrage and storage charges while cars designated as private are on railroad owned tracks.

- A. Shipper and/or consignee must submit a written request to the WTS Railroad not less than thirty (30) days prior to the date that the "private" car designation for railroad marked equipment should take effect to Carhire@watcocompanies.com. The request must include:
 - a. Name of Shipper and/or Consignee leasing the railcars;
 - b. Name of lessor railroad;
 - c. Listing of the reporting marks of the railcars being leased and railcar type(s);
 - d. Length of time requested for the private railcar designation;
 - e. Copy of applicable railcar lease (upon request of the WTS Railroad);
- B. The WTS Railroad will provide a written reply to each request within thirty (30) days of receipt of the request. The WTS Railroad, in its sole discretion may accept or reject the request in whole or in part. The WTS Railroad may accept a smaller number of railcars than requested and/or for a shorter amount of time.



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ITEM 385 PRIVATE CAR MILEAGE

WTS Railroads are not a party to the RIC 6007 SERIES Tariff covering private car mileage, therefore does not pay private car mileage without signatory contracts that supersede this tariff.

ITEM 390 EMBARGO/OPSL NOTE CARS INTERCHANGED IN ERROR

Railcars interchanged to a WTS Railroad which have received an embargo or OPSL note error message, also known as an 824 EDI message, will be subject to a charge of **\$1700.00 per car**. This charge will be assessed to the first linehaul carrier by whom the transportation waybill, also referred to as a 417 EDI message, was originated.

ITEM 395 CARS SWITCHED OUT OF CONSTRUCTIVE PLACEMENT

Cars put into Constructive Placement outside of their waybilled movement due to Customer's inability to accept delivery of cars at the destination industry, will be charged a fee of **\$125.00 per car** to switch the car out of Constructive Placement.

ITEM 400 WEIGHING

A charge of **\$150.00 per car** when scale is en-route of movement and no additional switching is required, **\$400.00 per car** for out of route movement to weigh. Weigh charges are in addition to any other chargeable services performed in connection therewith.

ITEM 405 OVERSIZED LOADS

An overloaded car is defined as a rail car for which either the net weight (actual weight of freight including all other materials incidental to the movement of the goods) is in excess of the car's authorized load limit (as listed in Universal Machine Language Equipment Register-UMLER), or the gross weight (combined weight of railcar and freight including all other material incidental to the movement of the goods) is in excess of the track weight limitations at any point along the route of movement. To determine track weight limitation at any point along the route of movement for carrier(s), you can access the following link and click on the "Track Capacity Map" for the railroad carrier being reviewed: <http://www.watcocompanies.com/railroads.htm>

If car is overloaded, shipper is responsible for the removal and disposal of the excess portion of the lading of the car. Carrier(s) will not be responsible for damaged goods, or loss of lading resulting from the process of removing excess portion and carrier(s) will not assume responsibility for the proper loading or unloading of any lading into or out of a car containing excessive lading. All charges referred to are assessed as a deterrent to the unsafe practice of overloading rail cars and are not connected in any way with the line-haul transportation charges. These charges are not freight or "or other lawful charges" within the meaning of Section 7 of the Bill of Lading, and the execution of Section 7 will not in any way relieve the shipper from the responsibility for the charges set forth in this Item.

If shipper does not produce a certified weight document, in a form acceptable to applicable carrier, indicating that the excess tonnage has been removed from each car, weighing charges for each overloaded car, including applicable switch charges as published in applicable carrier's Tariff covering switching charges, will be assessed against the shipper in addition to all other charges named in this publication.

If a car is found to be overloaded at origin after having been removed from industry or if a car is found to be overloaded at railroad tracks where loaded or if a car is found to be overloaded after the car has departed the origin station, the overloaded car(s) will be placed at a point of carrier's choosing until the excess lading is removed and will be subject to a **surcharge of \$750.00 per car, and an intra-terminal switch charge (if point is on a WTS carrier), or an inter-terminal switch charge (if point is on a carrier other than a WTS carrier, but within the switch limits)** as provided in applicable carrier's Tariff covering switch charges, and the applicable freight charges. Shipper will be notified via telephone, fax or by an electronic means and shall remove the excess lading at the operating convenience of applicable carrier. Cars found to contain excess lading at origin will remain on continuous demurrage under the provisions found in applicable carrier's Tariff covering demurrage charges, until the excess lading is removed.

If the shipper fails or refuses to arrange to have the excess lading removed from each car within one hundred and twenty (120) hours from the date and time of notification, carrier(s) may, at its discretion, arrange for removal and



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disposal of the lading in excess of the weight limit needed to allow the car to continue safely to destination. The shipper will be assessed and pay actual cost of removal and disposal to the party removing the lading from the car. If shipper/consignor has not commenced reducing the excess portion from each car after two hundred and forty (240) hours from the date and time of notification, the lading in the car will have been deemed abandoned and carrier(s) may, at the option of carrier's Freight Claim Department sell or dispose of the lading. All charges (switching, weighing, demurrage, reduction and disposal expense) resulting from the overloaded car, will be deducted from the proceeds of sale.

If a car found to be overloaded can be safely moved, or is discovered as overload at destination, a surcharge of \$750.00 per car will be applicable.

ITEM 410 **CLOSING DOORS**

Loaded cars will not be moved unless all doors, hatches, outlet gate doors on covered hoppers, gates and tie-down devices are secured. Additional Intra -Terminal Switch charges will apply if any subsequent trips to the customer are necessary due to doors, etc., not being secured. On empty or loaded cars, when it becomes necessary for the Carrier or their contractor, to close or open doors, hatches, gates, outlet gate doors on covered hoppers, or secure tie-down devices, charges will be assessed against the customer releasing said car. This service is provided at the convenience and discretion of the JXPT and a charge of **\$210.00 per door** handled will apply.

ITEM 415 **PENALTY TIME**

After the expiration of five (5) days, cars held on railroad tracks awaiting disposition will be assessed a penalty hold charge of **\$50.00** per day for each day in excess of five (5) days until disposition is given. The penalty hold charge will be in addition to all other charges.

ITEM 420 **LOCOMOTIVES, DEAD, ON OWN WHEELS**

The applicable charge for switching locomotives, dead on their own wheels will be **\$800.00**, unless specified in another item or publication.

ITEM 425 **HEAVY DUTY FLAT CAR**

When a flat car of mechanical designation FG or FW of any capacity, or a flat car of mechanical designation FM of 151,000 pounds or more capacity is ordered or appropriated by shipper and used to transport any freight at or between stations reached by the WTS Railroad, a charge of **\$650.00** per car will be assessed for each loaded movement in addition to applicable tariff rates or charges. When a flat car of mechanical designation FD of any capacity is ordered between stations reached by the WTS Railroad, a charge of **\$2,000.00** per car will be assessed for each loaded movement in addition to applicable tariff rates or charges.

Note: For description of mechanical designations mentioned herein, see Official Railway Equipment Register



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SECTION IV UNIT TRAIN SERVICES

ITEM 500 CHANGES AND CORRECTIONS

When a WTS railroad is required to make changes to the billing or shipping instructions prior to movement, a charge of **\$500 per train** will be assessed to the Customer requesting the change, or the party requiring the service.

Any changes to the billing or shipping instructions that take place after the shipment has been picked up by the WTS railroad will incur a charge of **\$3600 per train**. Charges will be assessed to the Customer requesting the change, or the party requiring the service. **This charge will be in addition to diversion charges in item 375 of this tariff.**

ITEM 510 ADDITIONAL CUT CHARGES

The rates on unit train shipments include the placement of the entire unit train (empty or loaded) in one cut at shipper or consignee's facility. When due to shipper or consignee's inability to take delivery of the entire unit in one cut for loading or unloading, any additional cuts provided by a WTS Railroad will be assessed at a charge of **\$8,500.00 per cut**, which will be in addition to the line-haul charges.

ITEM 520 ASSET USE FOR LOADING AND UNLOADING

Free time to load or unload a unit train is included within your quote. When a facility served by a WTS railroad requires more time to load or unload or cannot accept a train for loading or unloading upon offering, an asset use fee of **\$250 per hour or fraction thereof, per locomotive** will be assessed to the payer of freight or the party responsible.

If locomotive free time is not specified in a Customer's agreement, the standard will be 6 hours of free time for loading, and 8 hours of free time for unloading.

If a unit train cannot be spotted at the WTS Railroad served facility to which it is planned for due to the loading or unloading of another train, the free time period will not begin until the first of either spotting or after the free time of the first train has expired.

**Asset use for railcars being held for loading or unloading will be calculated under section I & II of this tariff.*

ITEM 530 DEADHEAD DELIVERIES AND PICK-UPS

When at the WTS Railroad's discretion or at the written request of the Customer, locomotive(s) are not to remain with the unit train, the crews return to the facility, and/or the return of the locomotive(s) to pick up the train, also referred to as deadhead moves, will be subject to a charge of **\$2800 per occurrence**.

ITEM 540 ADDITIONAL TRAIN CREWS

Unit train services offered by a WTS Railroad are inclusive of only one crew, unless otherwise stated in a Customer contract. If a WTS railroad is required to supply more than one crew, a charge of **\$2500 per additional train crew** will be assessed.



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ITEM 550 HOLDING A UNIT TRAIN EN-ROUTE

When a unit train must be held on a WTS Railroad for reasons including, but not limited to, a customs hold, destination cannot accept the train, or when at the sole discretion of the WTS Railroad, it is determined that the unit train in question would negatively impact network fluidity by continuing towards destination, a “Unit Train Held” notice will be issued to the payer of freight or responsible party. Hold fees of **\$600 per hour** will begin once the train is staged, and the chargeable time ends when the unit train is released from hold. There is no free time provided for holding a unit train.

If the WTS Railroad is required to remove the locomotive(s) from the train, hold fees will be in addition to a power removal fee of \$5500 per occurrence. Immediate return of the locomotive(s) is not guaranteed, however the WTS railroad will make a best effort to get power back to the train.

If the shipper or consignee is requesting to hold a unit train, but is not the payer of freight, the request must be made in writing by the payer of freight, and must include agreement to accept and pay additional fees associated with this tariff.

ITEM 560 BUFFER CARS

Buffer cars between the locomotive and cars containing hazardous commodities are required in unit train service. It is the responsibility of the shipper at origin, or the consignee at destination to block the unit train for departure in accordance with this requirement. The WTS Railroad reserves the right to reject unit trains that are not blocked properly at interchange or do not have buffer cars. The party responsible for blocking the unit train may be assessed additional fees if requirements are not met and additional services are required by the WTS Railroad. If additional switching is required to add buffer cars, a charge of **\$550 per car** will be assessed in addition to any hold fees that may apply.

Buffer cars should be stored at the customer facility and will be subject to demurrage if held on a WTS Railroad’s tracks.

ITEM 570 BUFFER CAR REQUIREMENTS

- Equipment: Covered Hopper or Box Car
- Equipment Size: Cars less than 32 feet cannot be coupled to a car longer than 65 feet and/or cars less than 41 feet cannot be coupled to a car longer than 80 feet.
- Commodity: Ballast Rock or Stone; Sand; Pebbled; NEC; Industrial Sand
- Minimum Weight: 90,000 lbs.
- Charge for Movement: A charge of \$300 per car will be assessed to the payer of freight when in linehaul service, or to the Customer receiving service from the WTS railroad when in switching or handling carrier service. Charge will only be applicable when buffer car movement is in conjunction with a loaded unit train movement.



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SECTION V

LOSS & DAMAGE LIABILITY

ITEM 600 TIME LIMIT FOR FILING LOSS OR DAMAGE CLAIMS

Loss or damage discovered other than between 8:00 am and 5:00 pm, Monday-Friday shall be reported no later than 24 hours following unloading from the railcar by email to watcofreightclaims@watcocompanies.com or online at <https://www.watcocompanies.com/customer-tools/watco-freight-claims/>. Saturdays, Sundays, and Holidays are excluded. Claims for loss or damage to cargo, commodities and/ or freight must be filed online at <https://www.watcocompanies.com/customer-tools/watco-freight-claims/>, and received by the WTS Railroad within 9 months after the date of delivery of the shipment to destination. In the event that a claim is denied, suits for recovery must be filed within 2 years and 1 day after notice of claim denial was given in writing.

ITEM 610 MINIMUM AND MAXIMUM LIABILITY

Claims filed by the Shipper for \$250 or less for damage or cargo loss will not be accepted or paid by the WTS Railroad in which the claim was filed. In addition, the Shipper hereby waives any and all recovery, remedies and/or rights with respect to such claims. The WTS Railroad will hold a **maximum liability for loss or delay of, or damage to, the freight is \$100,000**. Claim reimbursement will be at the manufacturing cost, not at retail price.

Liability of shortage of goods shall be conditional upon evidence of unauthorized entry into the railcar while it is in the possession of the WTS Railroad.

ITEM 620 RIGHT TO SELL ABANDONED, REFUSED, OR UNCLAIMED PROPERTY

Freight that is abandoned by the Consignor and Consignee, or Refused by the Consignor and the Consignee, or unclaimed within 15 days after notice is issued to the Consignor and Consignee may be sold by the WTS Railroad in accordance with applicable law. The proceeds of any sale will be applied to the payment of all transportation and other lawful charges and expenses incurred by the WTS Railroad and any balance will be paid to the owner of the freight sold the WTS Railroad.

ITEM 620 CARGO SEALS

The WTS Railroad does not furnish, apply, verify, or inspect seals. When seals are applied, all doors, hatches, valves and other openings on the railcar must be sealed. Consignor must include each seal number and the name of the employee applying the seal(s) in its Shipping Instructions. The WTS Railroad will not honor claims for loss, damage, or contamination of railcar contents based solely on the absence of one or more seals at the time of delivery at destination. Claims for loss or damage are honored only when there is clear and convincing evidence of actual loss, damage, or contamination other than the mere absence of one or more seals, or apparent compromise of a seal that was applied before movement. The WTS Railroad reserves the right to audit, at the WTS Railroad's expense, the Consignor's on-site seal records.

