

MidWest Pacific Rail Net & Logistics Company Rules Book

**MPR&L RULES BOOK 8001 A
(Cancels MPR&L Rules Book 8001)**

**CONTAINING
RULES, REGULATIONS AND SPECIAL CHARGES
GOVERNING
THE TRANSPORTATION OF FREIGHT
ON
MPR&L SHORT LINES
IN
THE UNITED STATES**



For explanation of abbreviations / reference marks, see Item 110

ALSO APPLICABLE ON INTRASTATE TRAFFIC

ISSUED DECEMBER 1, 2014 EFFECTIVE JANUARY 1, 2015

**Issued by Shane Glavin
Controller
10100 N. Ambassador Dr. Suite 105
Kansas City, MO 64153**

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Item 100 - MPR&L Web Site

MPR&L public miscellaneous and pricing publications are available to download and view on MPR&L's website www.midwestpacificrr.com.

Item 110 - Explanation of Abbreviations and Reference Marks

ABBREVIATION

MPR&L	MidWest Pacific Rail Net & Logistics
BOE	Bureau of Explosives
CFR	Code of Federal Regulations
OPSL	Official List of Open and Prepay Stations
RER	Official Railway Equipment Register
STCC	Standard Transportation Commodity Code
UFC	Uniform Freight Classification
US	United States

EXPLANATION

REFERENCE MARK

(A)	Denotes Addition
(I)	Denotes increase.
(R)	Denotes reduction.
(C)	Denotes changes in wording which result in neither increases nor reductions in charges.
(NC)	Denotes brought forward without charge.

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Item 120 - Method of Canceling Items

As this book is revised, numbered items with letter suffixes will be used in alphabetical sequence starting with A.

Example: Item 3000-A cancels item 3000, and item 3000-B cancels item 3000-A in a prior revision, which in turn cancelled item 3000.

Item 130 - Notification of Changes

1. As items in this book are revised, the remarks “Increase, Reduction or Change in Wording” will be shown in parenthesis to the right of the effective date of the item.

Example:

Item 1000 - Description of Governing Classification

Issued March 1, 2014 - Effective April 1, 2014 (**Change in Wording**)

2. In addition, the effective date of the revised item will be added in parenthesis to the Table of Contents on page 1 to identify which item(s) have been changed.

Example:

Item 1000 - Description of Governing Classification (**Effective April 1, 2014**)

3. The paragraph that has been changed within the item will contain one of the following reference marks placed at the end of the paragraph.

(A) Denotes Increase.

(B) Denotes reduction.

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

Example:

The term “Uniform Freight Classification”, when used herein, means UFC 6000-Series.

SECTION 1 - General Rules And Regulations

Item 1000 - Description of Governing Classification

The term "Uniform Freight Classification", when used herein, means UFC 6000-Series.

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Item 1010 - Station Lists and Conditions

This Book is governed by OPSL to the extent shown below:

- A. For additions and abandonments of stations, and, except as otherwise shown herein, for prepay requirements, changes in names of stations, restrictions as to acceptance or delivery of freight, and changes in station facilities. When a station is abandoned as of a date specified in OPSL, the rates from and to such station are inapplicable on and after that date.
- B. For geographical locations of stations.
- C. For the identification of stations when stations are shown or referred to by numbers.

Item 1020 - Explosives and Dangerous Articles

For rules and regulations governing the transportation of explosives and other dangerous articles, also specifications for shipping containers, and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see BOE.

Item 1030 - Reference to Tariffs, Items, Notes, Rules, etc.

Where reference is made in this Book 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 1040 - Omnibus Clause

Except as otherwise provided, shipments made under rates referring to this Book are entitled to the following services: Car service, demurrage, drayage, diversion, inspection, reconsignment, stopping, storing, switching, transfer, weighing and other Terminal Services, and are subject to the charges therefor, if any, of the carrier performing the service.

Item 1050 - Application of Items to Non-Regulated Traffic

On non-regulated rail traffic, such as that transported under an exempt transportation contract, under an exempt rate quotation, or under an exempt rate memorandum, except to the extent that special provisions for accessorial services to be provided by MPR&L are stated within the transportation contract, exempt rate quotation or exempt rate memorandum, the rules, regulations and charges for such accessorial services will be as set forth in tariffs or books to which MPR&L is a party and shall apply to the same extent and in the same manner as if the subject transportation had been regulated.

As a partial listing of the accessorial services described herein, and not in limitation thereof, accessorial services are defined to include demurrage, detention of freight cars, diversion, holding cars, inspection, protective service, reconsignment, reweighing, special freight train service, spotting, stoppage to complete

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loading or partly unload, storage, switching, transit, weighing, and other services not specified above.

Item 1060 - Consecutive Numbers

Where consecutive numbers are represented in this Book 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 and all numbers in between the first and last numbers. If the first number only bears a reference mark, such reference mark also applies to the last number shown and to all numbers between the first and last numbers.

Item 1070 - Car Capacity

Car capacity parameters, formerly based on Nominal Capacity, are now based on Load Limit. For marked capacities, lengths, dimensions and cubical capacities of cars

Item 1080 - MPR&L Hazardous Waste Manifest Process

1. Per 49 CFR 172.205.1, MPR&L on-site representative must sign and date hazardous waste manifest at the time shipment is tendered. The on-site representative must sign as follows
“ _____(Name), _____(Company) on behalf of MPR&L
_____ (Date).”
2. When shipment is tendered to MPR&L, generator or other responsible party is required to submit copies of executed hazardous waste manifest, AOC and shipping instructions to:

MidWest Pacific Rail Net & Logistics
10100 N. Ambassador Dr. Suite 105
Kansas City, MO 64153

AND

The originating Carriers as follows:

BGCM

600 N. Riverside Ave
Orofino, ID 83544
951-776-4736
info@midwestpacificrr.com

Dakota Southern

408 E Prospect
Chamberlain, SD 57325
951-776-4736
info@midwestpacificrr.com

Fremont Northern

1835 N. Somers Ave

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Fremont, NE 68025
951-776-4736
info@midwestpacificrr.com

Ozark Valley Railroad

225 S. Jefferson St.
Mexico, MO 65265
951-776-4736
info@midwestpacificrr.com

S&S Shortline

10100 Ambassador Road Suite 105
Kansas City, MO 64153
951-776-4736
info@midwestpacificrr.com

St. Maries River Railroad

318 N. 10th St
St. Maries, ID 83861
951-776-4736
info@midwestpacificrr.com

WIR

417 S. Park Ave
Rosalia, WA 99170
951-776-4736
info@midwestpacificrr.com

3. Generator or other responsible party must *overnight mail or courier* a copy of the manifest signed by the generator, transporter and the next designated facility to:

MidWest Pacific Rail Net & Logistics
10100 N. Ambassador Dr. Suite 105
Kansas City, MO 64153

AND

The originating Carriers as follows:

BGCM

600 N. Riverside Ave
Orofino, ID 83544
951-776-4736
info@midwestpacificrr.com

Dakota Southern

408 E Prospect

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Chamberlain, SD 57325

951-776-4736

info@midwestpacificrr.com

Fremont Northern

1835 N. Somers Ave

Fremont, NE 68025

951-776-4736

info@midwestpacificrr.com

Ozark Valley Railroad

225 S. Jefferson St.

Mexico, MO 65265

951-776-4736

info@midwestpacificrr.com

S&S Shortline

10100 Ambassador Road Suite 105

Kansas City, MO 64153

951-776-4736

info@midwestpacificrr.com

St. Maries River Railroad

318 N. 10th St

St. Maries, ID 83861

951-776-4736

info@midwestpacificrr.com

WIR

417 S. Park Ave

Rosalia, WA 99170

951-776-4736

info@midwestpacificrr.com

4. For hazardous waste exported to Canada or Mexico, transporter must sign and date the manifest indicating when the hazardous waste left the United States. Generator or other responsible party must complete Item 15 ("Special Handling Instructions and Additional Information") of EPA Form 8700-22 indicating that the hazardous waste left the United States. *Refer to 40 CFR 263.20-22.*
5. EPA Acknowledgement of Consent (AOC) must accompany hazardous waste shipments in addition to a shipping paper containing all the information required on the hazardous waste manifest (excluding the EPA identification numbers, generator certification, and signatures) *Refer to 40 CFR 263.20 (f)(2).*
6. EPA issues an Acknowledgement of Consent to the generator of the waste, or other responsible party, only after the receiving country informs EPA of its consent. None of this happens until the exporter has furnished a notification to EPA, and EPA has provided this document to the receiving country (e.g. Canada and Mexico) and has requested consent.

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7. At the Border (export hazardous waste), transporter gives a copy of the manifest to a U.S. Customs official at the U.S. departure point. U.S. Customs forwards copies of the manifests received to EPA for tracking and monitoring. *Refer to 40 CFC 263.20(g)(4).*

Item 1090 - List of Standard Transportation Commodity Code Numbers (STCC) for Poison Inhalation Hazard (TIH/PIH)

When reference is made to this Item in other publications, the following Standard Transportation Commodity Codes are applicable.

STCC	STCC	STCC	STCC	STCC	STCC
4821019	4821261	4821722	4830030	4901105	4901110
4901130	4901131	4901133	4901134	4901135	4901137
4901140	4901142	4901143	4901149	4901153	4901172
4901174	4901179	4901180	4901205	4901218	4901220
4901223	4901225	4901227	4901229	4901230	4901234
4901235	4901236	4901237	4901240	4901242	4901244
4901245	4901246	4901250	4901254	4901257	4901258
4901260	4901262	4901263	4901264	4901271	4901273
4901276	4901280	4901282	4901283	4901288	4901301
4901302	4901303	4901305	4901306	4901307	4901308
4901311	4901312	4901315	4901316	4901317	4901319
4901320	4901322	4901324	4901325	4901326	4901336
4901341	4901342	4901343	4901344	4901345	4901350
4901364	4901365	4901366	4901367	4901374	4901376
4901381	4901384	4901388	4901389	4901390	4901391
4901393	4901398	4901399	4901401	4901402	4901403
4901406	4901413	4901414	4901418	4901420	4901422
4901430	4901435	4901437	4901440	4901445	4901450
4901456	4901461	4901465	4901501	4901504	4901506
4901507	4901510	4901511	4901514	4901516	4901520
4901521	4901526	4901527	4901528	4901530	4901532
4901533	4901535	4901537	4901538	4901539	4901540
4901541	4901542	4901544	4901545	4901546	4901550
4901551	4901552	4901553	4901554	4901557	4901558
4901560	4901561	4901562	4901564	4901565	4901566
4901567	4901568	4901570	4901572	4901573	4901574
4901575	4901576	4901577	4901581	4901582	4901586
4901587	4901590	4901596	4901597	4901599	4901632
4901705	4901713	4901714	4901715	4901717	4901719
4901720	4901722	4901724	4901725	4901726	4901778
4901779	4901801	4901802	4901803	4901804	4901805
4901806	4901807	4901808	4901809	4901810	4901811
4901812	4901813	4901814	4901815	4901816	4901817
4901819	4901820	4901821	4901822	4901823	4901824
4901825	4901826	4901827	4901828	4901829	4901830
4901831	4901832	4901833	4901834	4901835	4901836
4901837	4901838	4901839	4901840	4901841	4901842
4901843	4901844	4901845	4901846	4901847	4901848

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4901849	4901850	4901851	4901852	4901853	4901854
4901855	4901856	4901857	4901858	4901859	4904209
4904210	4904211	4904879	4907409	4907434	4909306
4909307	4910370	4916138	4918180	4918505	4918507
4920101	4920102	4920103	4920104	4920105	4920106
4920107	4920108	4920110	4920111	4920112	4920113
4920115	4920116	4920117	4920118	4920122	4920135
4920160	4920164	4920165	4920167	4920173	4920174
4920175	4920178	4920180	4920181	4920183	4920184
4920187	4920188	4920189	4920195	4920196	4920300
4920301	4920302	4920303	4920304	4920305	4920306
4920307	4920308	4920309	4920310	4920311	4920312
4920313	4920314	4920315	4920316	4920317	4920318
4920319	4920320	4920321	4920322	4920323	4920324
4920325	4920331	4920337	4920342	4920343	4920344
4920346	4920347	4920348	4920349	4920351	4920352
4920353	4920354	4920355	4920356	4920357	4920359
4920360	4920368	4920369	4920371	4920373	4920375
4920378	4920379	4920380	4920381	4920382	4920383
4920392	4920394	4920395	4920396	4920398	4920399
4920502	4920503	4920504	4920505	4920508	4920509
4920510	4920511	4920513	4920515	4920516	4920517
4920518	4920522	4920523	4920525	4920526	4920527
4920528	4920530	4920531	4920534	4920535	4920536
4920547	4920550	4920556	4920559	4920570	4920571
4920715	4921000	4921003	4921004	4921006	4921008
4921009	4921010	4921016	4921019	4921020	4921023
4921024	4921028	4921063	4921202	4921207	4921211
4921213	4921216	4921239	4921245	4921248	4921251
4921252	4921254	4921255	4921275	4921287	4921288
4921304	4921401	4921402	4921404	4921405	4921413
4921414	4921420	4921438	4921473	4921487	4921495
4921497	4921558	4921587	4921695	4921722	4921727
4921730	4921741	4921742	4921744	4921745	4921746
4921756	4923113	4923117	4923209	4923298	4927004
4927006	4927007	4927008	4927009	4927010	4927011
4927012	4927014	4927018	4927019	4927022	4927023
4927024	4927025	4927026	4927027	4927028	4930024
4930030	4930050	4930204	4930260	4931201	4932010
4932352	4932385	4933327	4935231	4936106	4936110

Item 1100 - Toxic Inhalation Hazard (TIH/PIH) cars released without billing

Prior to releasing a car or residue shipment of toxic inhalation or poison inhalation hazard material (TIH/PIH) as described in Item 1090 MPR&L Rule Book 8001 A, a shipper must provide proper forwarding instructions. In the event that a shipper tenders loaded or empty TIH/PIH cars without proper forwarding instructions in the MPR&L Systems, at the time of release, at either an industry location or at an interchange point, these cars may not be accepted by MPR&L. In the event TIH/PIH cars are tendered with non-TIH/PIH cars, MPR&L will pull the tendered cars from a set, up to the first TIH/PIH car lacking

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proper forwarding instruction. Any cars located on the track behind the TIH/PIH car lacking proper forwarding instructions may not be pulled until the next regularly scheduled switch, after MPR&L receives and processes proper forwarding instructions for the previously undocumented TIH/PIH car. Shipper may be subject to applicable charges.

Item 1110 - Compliance with TSA Regulations Regarding TIH/PIH and other Rail Security Sensitive Materials

The Transportation Security Administration (TSA) issued regulations applicable to Rail Security Sensitive Materials (RSSM) and affecting shippers, carriers and receivers of RSSM commodities, which go into effect April 1, 2009. RSSM are designated by the TSA and include TIH/PIH commodities (listed in Item 1090 of this Rules Book) and more than 5,000 lbs of either division 1.1, 1.2, or 1.3 Explosive materials or Class 7 radioactive materials. These regulations concern, among other things, the positive and controlled hand-off of RSSM railcars between shippers and the railroad and between the railroad and receivers in a High Threat Urban Area (HTUA).

Prior to tendering a shipment, shipper shall review the current regulations to determine whether the commodity qualifies as a RSSM shipment. RSSM materials are defined by TSA in the Code of Federal Regulations at 49 C.F.R. § 1580. The current list of all HTUAs is established by the Department of Homeland Security and can be found in Appendix A to 49 CFR Part 1580. A copy of 49 C.F.R. § 1580 is available online via the e-CFR homepage link found at: <http://www.gpoaccess.gov/cfr/index.html>.

For customers shipping any RSSM materials, prior to tendering a RSSM shipment, a customer must ensure that the entity tendering the shipment as well as the receiver of the commodity are in compliance with all rules and regulations applicable to such shipments, including the Rail Security Requirements contained in CFR Part 1580.

Such requirements may include:

1. Performance by shipper of a physical inspection of the rail car before loading for signs of tampering, signs that the security of the car may have been compromised; and for suspicious item or items;
2. Storage by shipper of the loaded rail car in a rail secure area following physical inspection and prior to positive hand-off to the rail carrier in which the rail carrier takes physical custody of the rail car;
3. Obtaining the full and complete documentation of transfer of the rail car from the shipper to the rail carrier and from the rail carrier to a receiver in a HTUA;
4. Provision by the shipper and/or receiver of detailed information upon request to TSA relating to the location of RSSM carloads while in the custody of the shipper and/or receiver; and
5. Storage of a rail car in a rail secure area following transfer of rail car from a rail carrier to a receiver located in a HTUA. The foregoing list of sample requirements is provided for informational purposes only and the customer, shipper and receiver must review and comply with all requirements in effect at the time of shipment; the customer and shipper must also ensure that the designated receiver of any RSSM shipments is also able to comply with all applicable requirements. Non-compliance of this policy may result in freight delays and assessment of any applicable assessorial charges, including but not limited to charges contained in MPR&L Demurrage Section 7.

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Item 1120 - MPR&L Published Signatureless

Except as otherwise provided, shipments moving under MPR&L Published Signatureless Contracts will be subject to MPR&L Contract Rules.

Item 1130 - Statue of Limitations

Unless otherwise provided, the laws of the State of Missouri shall govern interpretation and enforcement of the Price Authority.

SECTION 2 - Specific Rules and Regulations - Without Charges

Item 2000 - Charges Payable in United States Funds

Except as otherwise provided, rates and charges in this Book, and those making reference to this Book, are stated in money of the United States and are payable in United States' dollars or its equivalent.

Item 2010 - Defective Cars, Minimum Weights on Shipments Loaded In

If, by reason of the character, construction, or age of equipment furnished, the minimum carload weight, as specified in the tariffs or classifications, will not be accepted for transport unless it has been certified safe by MPR&L Operating Transportation or Inspection Departments.

Item 2020 - Definition of "Intrastate" and "Interstate" Traffic

- A. The term "Intrastate Traffic" applies to traffic having origin, destination and entire transportation within the same state.
 - B. The term "Interstate Traffic" applies to:
 - a. Traffic having origin in one state and destination in another state; or
 - b. Traffic having origin and destination within the same state when transported via a route operating through another state.
-

Item 2030 - Distance, Method of Obtaining

Various charges in documents referring to this Book are based on rail mileages.

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Item 2040 - Emergency Routing

Rates in documents referring to this Book will apply only via the routes and junction points authorized therein, except that when in the case of pronounced traffic congestion (not an embargo), washout, wreck, or other similar emergency, or through carrier's error, carriers forward shipment via other junction points of the same carriers, the rate to apply will be that specified in the document referring to this Book but not higher than the rate applicable via the route of movement.

Item 2050 - Special Assessment

MPR&L may require the Shipper to pay any costs, expenses, charges, fees, taxes, tolls, duties, levies, usage fees, access fees, surcharges, and special charges that apply to the transport by MPR&L of applicable shipments that are imposed by, but are not limited to, any port authority, federal, state, local, or governmental body.

Item 2060 - Mileage Allowance Application

By use of rates making reference to this Book, shipper warrants that its interest in the equipment used under rates subject to this Book is sufficient to permit it to waive full payment of mileage allowance. Shipper will, and MPR&L will not, be liable for mileage allowances in excess of the above obligation. In the event that a party other than the shipper using these rates submits a claim to railroad for mileage allowance payments in excess of MPR&L 's obligation under this tariff, shipper shall, at MPR&L's option, either (1) release, defend and indemnify MPR&L from said claim including attorney's fees and cost of litigation, or (2) reimburse MPR&L for excess mileage allowances paid by MPR&L within thirty (30) days of notice by MPR&L.

Item 2070 - Order Bills of Lading - Order-Notify

MPR&L does not provide Order-Notify or Restricted Delivery service. Bills of lading or shipping instructions tendered to MPR&L in the form of an order-notify bill of lading or a restricted delivery straight bill of lading will be handled as straight bills of lading. Instructions to the effect of requiring MPR&L not to complete delivery of a shipment until either securing authorization for delivery from the shipper or another party, surrender of the bill of lading, or notification by MPR&L to the shipper or another party shall have no effect and shall be void regardless of whether such instructions are contained in an order-notify bill of lading or a restricted delivery straight bill of lading; and MPR&L shall have no liability for delivering a shipment to the consignee listed in the bill of lading contrary to such instructions. All of the foregoing terms of non-acceptance of Order-Notify or Restricted Delivery Straight Bills of Lading apply to MPR&L -received interline traffic.

Item 2080 - Receipt and Delivery of Freight, Restrictions On

Nothing in tariffs to which MPR&L is a party shall require MPR&L to receive or deliver any carload or less than carload shipment when such receipt or delivery is impracticable because of any riot, strike, picketing or other labor disturbance, act of God and/or any unforeseen event outside of the direct control of MPR&L.

Item 2090 - Refused or Unclaimed Freight

The following practice will be followed in the handling of freight which is refused or unclaimed.

- A. Non-Perishable Freight Consignee as described in the waybill, and/or the party receiving the railcar, will be notified promptly of the arrival of shipments at destination. In case of refusal by the consignee as described in the waybill, and/or the party receiving the railcar, to accept the freight, or if freight is unclaimed five days after notice of arrival has been duly sent or given, consignor will be sent a notice showing:

Name of consignee as described in the waybill, and/or the party receiving the railcar
Description of freight

Point of origin and date of shipment whether property has been refused or remains unclaimed; which notice should also state substantially that if disposition is not arranged for, the property will be subject to sale as provided in Section 4, Paragraph (b) of the Uniform Bill of Lading as published in Tariff UFC 6000-Series.

- B. Perishable Freight Consignee will be notified promptly of the arrival of perishable freight, but whenever necessary to prevent loss or waste, perishable freight which is refused, unclaimed or undelivered may be sold at the discretion of the carrier, without advertising and without further notice, as provided in Section 4, Paragraph (c) of the Uniform Bill of Lading as published in Tariff UFC 6000-Series.

Item 2100 - Rule Governing Barrier Seal Application

The rule establishes the prerequisites for a party to claim rail carrier responsibility/liability for lading contamination, adulteration or shortage due to a seal exception, and will apply on the following car types: Box Cars with AAR Mechanical designation beginning with X, Covered Hoppers with AAR Mechanical designation of LO and Tank Cars with AAR Mechanical designation of T.

1. The shipper is responsible to protect the safety and integrity of its lading, including, but not limited to, the application of barrier seals to railroad cars to prevent unauthorized access to its lading. A minimally-accepted barrier seal will be composed of braided steel strands (high-tensile strength steel cable) totaling one-eighth (1/8) inch in diameter.

2. A cargo loss claimant must be able to provide documentary evidence that the required seals were applied properly and immediately after completion of loading to all loading and/or unloading devices on the railcar. Proof must be established by furnishing date and time of completion of loading, seal number, seal location, and date and time of seal installation, by one or more of the following methods:

- (a) third (neutral) party inspection, and/or
- (b) manual log entry signed by the person applying the seal and verified by another person, and/or
- (c) video tape, to include the railroad car number.

4. If a seal is missing, defective, or tampered with, the receiver/consignee must report the exception and all known facts relating thereto to MPR&L and the originating carrier within four (4) hours of

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actual placement of the railcar.

MidWest Pacific Rail Net & Logistics
10100 N. Ambassador Dr. Suite 105
Kansas City, MO 64153

AND

The originating Carriers as follows:

BGCM

600 N. Riverside Ave
Orofina, ID 83544
951-776-4736
info@midwestpacificrr.com

Dakota Southern

408 E Prospect
Chamberlain, SD 57325
951-776-4736
info@midwestpacificrr.com

Fremont Northern

1835 N. Somers Ave
Fremont, NE 68025
951-776-4736
info@midwestpacificrr.com

Ozark Valley Railroad

225 S. Jefferson St.
Mexico, MO 65265
951-776-4736
info@midwestpacificrr.com

S&S Shortline

10100 Ambassador Road Suite 105
Kansas City, MO 64153
951-776-4736
info@midwestpacificrr.com

St. Maries River Railroad

318 N. 10th St
St. Maries, ID 83861
951-776-4736
info@midwestpacificrr.com

WIR

417 S. Park Ave

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Rosalia, WA 99170

951-776-4736

info@midwestpacificrr.com

4. If all of the foregoing prerequisites are satisfied, MPR&L will accept responsibility for the condition of the lading at destination. Acceptance of this responsibility will not constitute any admission or acknowledgement by MPR&L that the lading is contaminated, adulterated or unfit for human or animal consumption. A missing defective, or tampered-with seal does not create a presumption of contamination, adulteration or shortage. It is the responsibility of Claimant to provide substantial and significant evidence of lading contamination, adulteration or shortage. The lading may be rejected to MPR&L for disposal in a manner deemed appropriate by MPR&L. Salvage value obtained by MPR&L will be remitted to a claimant in reduction of its cargo loss claim. Alternatively, if a claimant will not allow MPR&L to take possession and dispose of the lading in mitigation of the loss, MPR&L 's liability will be limited to the original value of the shipment less the highest value the lading has in a secondary market as reasonably determined by MPR&L. MPR&L shall, upon written request from shipper, supply documentation sufficient to show the basis for MPR&L's determination. If the shipper disputes the determination, MPR&L and shipper will meet to discuss the issue. If the parties agree, a neutral third party may make the determination.

5. All other claims for lading loss or damage will be governed, or continue to be governed by the applicable rules, terms and conditions as stated in their governing contract of carriage.

Item 2110 - Return of Refused or Rejected Shipments

- A. When a shipment has reached destination but is refused or rejected and not unloaded and is returned to the original point or a directly intermediate point, the return movement will be subject to (1) the rate, minimum weight and route from the original point in effect on date shipment is tendered for return, or (2) to the rate, minimum weight and route applicable for such return movement, if lower.
- B. When the refused or rejected shipment moved to destination from a transit station on are reshipping or transit balance rate, the return movement to the transit station will be subject to (1) the local or joint carload rate, minimum weight and route from the transit station to destination in effect on date shipment is tendered for return, or (2) to the rate, minimum weight and route applied for such return movement, if lower.
- C. When a refused or rejected car was part of a shipment subject to multiple car or unit train rates, the return movement will be subject to (1) the applicable single car rate, minimum weight and route from the original shipping point to destination in effect on date shipment is tendered for return, or (2) to the rate, minimum weight and route applied for such return movement, if lower.

Item 2120 - Cargo Loss, Damage and Delay Provisions/Liability Restriction

The provisions of 49 U.S. C. § 11706 do NOT apply to shipments that are governed by the terms of this Rule Book.

Carrier will not be liable for loss, damage or delay to 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/consignor, owner or consignee/receiver, or from any

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cause whatsoever which occurs while the lading is not in the actual physical custody and control of Carrier.

Shipper is responsible for proper and lawful packaging, loading, stacking, blocking, bracing and ventilation of the cargo. Shifting of a load enroute is, of itself, not evidence of Carrier mishandling. If other than a Railcar with mechanical protection against heat and cold is requested by the shipper/consignor, Carrier is not responsible for the deterioration of the product which may occur because of temperature within the Railcar. Shipper is responsible for affixing a seal to each Railcar door or hatch.

Shipper acknowledges and accepts the inherent tendency of perishable goods to deteriorate or decay. Carrier is not liable for the decline of goods as is reasonably expected to occur while enroute. Carrier is not liable for the decline of goods attributable to disease or decay within the goods when loaded.

Carrier is not liable for shortage of lading unless there is physical evidence of unauthorized forced entry into the Railcar while in Carrier's possession. Shortage claims must be verified and supported by an actual tally of packages loaded at origin and an actual tally of packages unloaded at destination. Origin and destination seal records must be furnished. Carrier may settle shortage of lading claims without proof of accepted barrier seal application for Agricultural Product Shipments as described in Item 2250D basis certified weights where origin can furnish certified origin weights and destination can furnish destination weights.

Carrier agrees to transport shipments with reasonable dispatch. Carrier does not guarantee rail service within any particular time frame. Carrier's maximum liability for cargo is the lower of its original cost or the cost of replacement. Carrier is not liable for special or consequential damages or for damages due to market decline. Carrier will not be responsible for any loss, damage or delay to cargo that occurs outside of the United States or Canada.

A claimant must mitigate its damage by acceptance of damaged cargo unless the goods are totally worthless. A claimant may not abandon damaged goods to Carrier when the damaged lading retains more than minimal value. Product that is abandoned to Carrier in an undamaged condition will be sold and the salvage proceeds only, less salvage expenses, will be remitted to the owner.

There shall be no presumption of carrier fault for the loss, damage or delay of cargo. The burden of proof to establish the culpability of Carrier is upon the claimant. Carrier is not liable for any loss, damage or delay of cargo, except where Carrier's intentional act or omission, gross negligence or simple negligence is the direct and proximate cause of the injury. If Carrier's act or omission is not the sole cause of the injury but contributes to the loss, damage or delay to the cargo, then Carrier will be liable only for that portion of the injury as corresponds to its comparative culpability.

Carrier's maximum liability per Railcar is \$10,000.00. MPR&L will not be liable for damage where MPR&L's liability is determined to be \$2,500.00 or less per Railcar. No claim will be filed or paid for injury to lading of less than \$2,500.00 per Railcar.

Federal Excise Tax Claims

The claimant must request that MPR&L produce the required loss or destruction documentation, so the claimant can file a claim with the government to receive a Federal Excise Tax refund or credit allowance on such shipments as alcohol, alcoholic beverages, tobacco, tobacco products, or firearms. Whether or not a (refund) claim is actually filed, the amount equivalent to the Federal Excise Tax will not be made part of any claim against MPR&L, and MPR&L will have no liability for such amount or the equivalent, except in the case of loss due to theft. If the shipment is insured, the claimant waives any claim for subrogation.

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Filing of Claim

As a condition precedent to the recovery on any claim, Carrier and shipper/consignor must be notified promptly upon discovery of the injury to cargo and Carrier must be allowed to inspect the lading. Prompt notification means that loss or damage must be reported within 48 hours of the shipment's actual placement. Saturdays, Sundays and Holidays are excluded from the 48 hour time timeframe. These requirements do not supersede those contained in Item 2250H for railcars/shipments covered by those provisions. Failure of Carrier to inspect the cargo will not constitute an admission of liability by Carrier or alter the burden of proof on claimant to establish the liability of Carrier.

If the location of the loss, damage or delay to the cargo is known to the claimant, the claim must be filed with that rail carrier on whose line the injury occurred. Otherwise, the claim may be filed with any linehaul rail carrier in the route of movement.

As a condition precedent for recovery against Carrier, a claim for loss, damage or delay to the cargo must be filed within 30 days of the date of delivery or 30 days of the reasonably anticipated date of delivery if delivery is not made. Should Carrier decline a claim, suit thereon may not be brought more than 30 days after the date of Carrier's written declination.

Federal carrier law governs the determination of liability; no State or common law causes of action will be recognized. A lawsuit against Carrier based on indemnification must satisfy the aforesaid time limitations for filing a claim and for initiating a lawsuit.

A claim must be in writing and must include the following documentation: Information identifying the rail shipment, including Railcar initial and number, shipper's/consignor's and consignee's/receiver's name, address and telephone number, shipping date, and commodity.

Origin records or certification on the condition and quantity of the lading at the time the goods were tendered to the origin carrier.

Destination records or certification on the condition and quantity of the lading at the time the goods were received from the destination carrier.

A demand for payment of a specific amount, with a statement of the formula or basis on which the damages are calculated, plus evidence in support of the calculation.

Documentation as to disposition of damaged lading and the salvage proceeds therefrom.

On a fresh fruit or vegetable claim, origin and destination USDA inspection.

A *Cargo* loss, damage or delay claim filed with MPR&L is to be mailed to:

Cargo Claims
MidWest Pacific Rail Net & Logistics
10100 N. Ambassador Dr. Suite 105
Kansas City, MO 64153

Full Liability Transportation Service

As an alternative to the foregoing Restricted Liability provisions, Carrier offers Full Liability transportation subject to the terms and conditions of 49 U.S.C. § 11706 (Carmack Amendment) at a rate or

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charge higher than that applicable to transportation under restricted liability terms. If the shipper elects the Carmack Amendment alternative, it must: (a) not later than the time that the railcar is ordered for loading, notify Carrier of its intention to subject the shipment to 49 U.S.C. § 11706 and obtain from the Carrier the applicable transportation rate or charge; (b) place on the bill of lading or shipping order the notation “Shipment is subject to 49 U.S.C. § 11706”; and acknowledge that the linehaul transportation charge will be billed ‘prepaid’. The shipper’s failure to comply strictly with all of the requirements for transportation subject to 49 U.S.C. § 11706 shall create a conclusive presumption that the shipment is intended for transport on the Restricted Liability terms of this Item.

Item 2130 - Rules Governing Transportation of Railway Passenger Cars

Except as otherwise provided, MPR&L will not accept for transportation over its lines or for placement or storage on its tracks or in its yards any railway passenger car or railroad business car, with or without passengers.

Item 2140 - Prices Required Prior to Shipment

MPR&L will issue freight bills based on rates that are in effect at the time shipments are tendered to us for movement. Please show the applicable price authority number on your bills of lading (e.g., MPR&L 12345).

MPR&L will not allow backdated pricing to cover carload shipments where the customer tendered a shipment prior to a price agreement or after a price agreement has expired. If no other price is in place at the time of movement, existing public prices will be used. For joint line shipments, if an existing through price is not in place, then MPR&L will rate and bill these as Rule 11 shipments. This means each line haul railroad will bill the customer for their portion of the shipment.

Item 2150 - Electronic Movement Instructions

MPR&L will no longer accept or process movement instructions (bill of lading, switch instructions) other than by the electronic methods listed below:

- a. System to System Electronic Data Interchange (EDI).
- b. Rail Industry Shipping Instructions tool on the Internet.
- c. Fax to Third Party billing service.

MPR&L will also require complete billing prior to the movement in order to ensure efficient handling of the shipment. If a car is released from the loading facility without electronic billing instructions, the standard demurrage charge will apply until billing is provided by an appropriate method. Consignor / Loader will also be subject to switching charges.

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Item 2160 - Low Sulfur Diesel Fuel

The Environmental Protection Agency (EPA) has promulgated rules governing motor vehicle diesel fuel (49 U.S.C.- 80.500 et. Seq.). These regulations require refiners, importers and distributors to designate and track shipments of ultra low sulfur diesel fuel. In order to ship such products on MPR&L, shippers of motor vehicle diesel fuel must take responsibility for complying with the designate and track requirements of the regulations. This includes, but is not limited to, registration of all rail fleets/facilities, recordkeeping, and all reporting responsibilities. By the act of tendering such shipments of motor vehicle diesel fuel to MPR&L for movement, the shipper is acknowledging to MPR&L that they are compliant with all above referenced regulations.

Item 2170 - Fuel Purchases

Please be aware that, in accordance with State and/or Federal regulations, MPR&L may be required from time to time in the future to submit certain information to government agencies relating to your fuel purchases. This information primarily includes the name of the shipper, the consignee, the payer of freight, the type of fuel, the quantity of fuel, and the waybill number for fuel products that either originate or terminate in certain states.

Accordingly, it is Customer's responsibility to ensure that it or its Consignee's shipment information is accurately recorded when submitted to MPR&L and Customer acknowledges that the shipment information may be relied upon by MPR&L in external reporting required by applicable laws and regulations.

Item 2180 - Withholding - Allowance / Incentive Payments

In the event a Customer is delinquent on any outstanding MPR&L payments or charges, unless formally under dispute, MPR&L reserves the right to withhold and/or deduct any refunds, allowances and/or incentive payments due the Customer. Payments not made to MPR&L within the applicable payment terms are considered delinquent.

Item 2190 - Distressed and Derailed Shipments

When a shipment derails, leaks, spills, is overloaded, overweight, imbalanced or otherwise distressed, MPR&L reserves the right in its discretion to determine the appropriate handling and disposition of the lading and of any materials associated therewith.

SECTION 3 - Specific Rules and Regulations - With Charges

Item 3000 - Charge - Cancellation of Car Order

- A. The provisions of this paragraph are no longer applicable.
- B. A cancellation charge of \$75.00 per car will be applied whenever a car that is already applied to a

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car order and that car order is canceled, reduced or changed. One of the following conditions must be met before charges are applicable.

NOTE: MPR&L will not absorb any charges assessed by a foreign carrier for the handling of a car ordered and not used in transportation service. Any charges assessed by the foreign carrier will be billed to the party canceling the order.

Item 3010 - Charge - Cleaning and Disinfecting Cars

When MPR&L is required to disinfect or clean a box car under State, Federal, County, or Municipal regulations, for non-hazardous materials a charge of \$450.00 per car will be assessed against the freight payor of the shipment for which such cleaning and disinfecting is made. This charge will be in addition to any applicable charge for fumigation, disposal fees or permitting required.

When MPR&L is required to disinfect or clean a box car under State, Federal, County, or Municipal regulations, for hazardous materials will be handled on a case by case basis.

Item 3020 - Charge for Transferring, Adjusting or Repackaging of Lading

Shipper's responsibility for properly preparing a load for rail transit is defined in Rule 27, Section 3, *Uniform Freight Classification 6000-Series*. The shipper is responsible for all transferring, adjusting or repackaging to include the recovery and disposal of spilled or astray cargo except on proof by the shipper of MPR&L negligence. This responsibility further extends to cargo transfer, adjustment or repackaging to include the recovery and disposal of spilled or astray cargo made necessary by the failure of privately-owned rail equipment and other owner responsibility situations including, but not limited to, those listed in Rule 96, *Field Manual of the A.A.R. Interchange Rules*.

If a rail car shipment requires transferring, adjusting or repackaging while in MPR&L possession (including in transit) MPR&L will notify the shipper of the requirements and the availability of a third-party contractor to perform the work. The shipper will pay all expenses and manage the shipment's or rail car's transferring, adjusting or repackaging with a contractor of choice that is also suitable to MPR&L meeting, and in compliance with, all MPR&L practices, policies and procedures including those related to general safety and personal protective equipment.

Work will commence only after the execution of a Release of Liability to MPR&L. The shipper will also be responsible to secure the services of and pay for a MPR&L approved escort for the shipper's employees and agents while on MPR&L property.

Should the shipper fail to make the necessary arrangements or complete the work within a reasonable time (as determined on an individual case-by-case basis by MPR&L) MPR&L reserves the right to undertake the work itself or through its designated contractor without further notification to the shipper. In such cases the actual cost of the work, with a 15% additive applied to the total, will be the responsibility of, and charged to, the shipper. When a rail car is switched to a location for transferring, adjusting or repackaging, inter-terminal or intra-terminal switching charges as outlined in *Demurrage Section 7*.

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Item 3030 - MPR&L Railcar Loading Rules

Shipper is responsible for loading railcar, including private railcars, so that lading will not be released, discharged or inadvertently removed from railcar during rail carrier handling, and shipper is responsible for the removal and/or remediation of lading released on MPR&L property, including indemnifying MPR&L from any and all associated and related costs, expenses, levied fines and/or penalties.

MPR&L incorporates the AAR Loading Rules, Pamphlets and General Information Series into our Loading Rules.

For Closed Cars (boxcars) the safety rules that apply are “General Rules Covering Loading of Carload Shipments of Commodities in Closed Cars – Circular 42 Series”.

For Hazmat Shipments, Bureau of Explosives Series 6000 applies.

For Open Top Equipment (e.g. flatcars, gondolas and hoppers) the rules are governed by the Association of American Railroads Open Top Loading Rules Manual.

Item 3040 - Charge - Detention on Heavy Duty Flat Cars

For detention and use charges on heavy-duty flat cars, see Tariff RIC 6740-Series.

Item 3050 - Private Tank Cars Containing Lard/Grease/Tallow Unfit For Movement Over MPR&L Rail Lines, Yard Humps And Switch Yards Due To Residue on The Wheels, Excess Residue on the Car Exterior or Mechanical Defects Resulting In Leakage of Lading During Rail Carrier Handling

Upon release of loaded or empty railcars the car consignor/consignee has the responsibility to clean lading residue from the wheels and exterior, insure that the railcar is in proper mechanical condition for safe movement and properly sealed to prevent leakage.

1. AT ORIGIN/DESTINATION: If a railcar is found with lading residue on the wheels or exterior while at the origin or destination and after having been removed from the facility but still within the origin or destination terminal where loaded or unloaded, car will be returned to the facility for proper cleaning or repair. An intraterminal switch charge will be assessed for return of car to the facility. The consignor/ consignee respectively will also be assessed a \$500 penalty charge per car requiring return to the facility for proper cleaning or repair.
2. IN TRANSIT: Railcars found in transit with lading residue on the wheels, car exterior or leakage of lading will not be humped and will be manually switched around the hump for proper entraining. An intra-terminal switch charge will be assessed at each hump location where manual switching takes place. The consignor/consignee respectively will also be assessed a \$500 penalty charge per car for the manual switching performed at each hump location in the actual route of movement from origin to destination.

Assessment and/or payment of any of the foregoing charges will not relieve the consignor or consignee respectively of responsibility for property damage, cost of clean-up, personal injury or death attributable to the presence of lading residue on car wheels, car exterior or lading leakage due to mechanical defects.

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Consignor/consignee is liable for and will defend and indemnify Railroad from all property damage, personal injury or death attributable to lading residue on wheels, car exterior or lading leakage due to mechanical defects even if Railroad does not detect that a railcar has lading residue on wheels, car exterior or lading leakage at the time of release to Railroad, while in transit or prior to handling over a hump.

Item 3060 - Charge - Attendants/Riders Accompanying Freight Shipments

- A. This item applies for transportation in freight service of each attendant/rider accompanying freight shipments where such transportation is reasonably required. This item will apply only when advance arrangements have been made between the party to accompany freight shipment and MPR&L. Each attendant/rider accompanying a shipment under the provisions of this item must execute a MPR&L Release Form in accordance with Rule 43 of the Uniform Freight Classification Tariff UFC 6000-Series prior to movement of shipment. Bill of lading covering shipment must indicate when attendant/rider will accompany the shipment, number of such attendants/riders, and points between which they are to accompany the shipment. MPR&L is not required to furnish special accommodations for person(s) riding freight trains.

 - B. The charge per attendant for accompanying a freight shipment will be \$75.00 per one hundred miles or fraction thereof, subject to a minimum charge of \$75.00 for one hundred miles. To determine miles, refer to MPR&L Carload Shipping
-

Item 3070 - Charge - On Traffic of Exceptional Dimensions or Weight

Traffic of exceptional dimensions or weight, which can only be handled subject to restrictions when accompanied by representatives of the Track and Signal Departments to remove and replace switch stands, targets, and dwarf signals, reinforcing of bridges or track or any extra work required to be done over and above normal handling by representatives of Car or Engineering Department to accompany load for safety reasons, will be subject to additional charges over and above the freight charges based on actual cost incurred by MPR&L for services performed.

Item 3080 - Charge - Pay for Proposal

Except as otherwise provided, there will be a \$1000 (US funds) charge for each dimensional pre-clearance proposal submitted to the MPR&L. While the proposal is in "submitted" status, changes to the proposed dimensions (length, width, height) may be made at any time without penalty. Once the proposal is in "working" status, the customer may make only two additional changes to the proposed dimensions (length, width, height) without incurring an additional charge. Any additional changes (beyond the three total changes described above) to the proposed dimensions will be subject to an additional pre-clearance proposal charge of \$1000. Once the proposal is in "completed" status, no more changes can be made.

Payment of any pre-clearance proposal charges must be made by wire transfer from shipper to carrier.

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The customer understands and agrees that customer's submissions of a pre-clearance proposal to MPR&L or MPR&L's clearance of a shipment for transportation on MPR&L's system does not create any obligation on MPR&L to provide transportation of the proposed shipment or any other shipments that may be tendered by the customer.

Item 3090 - Non-Accident Release (NAR) of Hazardous Materials

In the event that a Non-Accident Release (NAR) on a car loaded with or containing residue of a Hazardous Material Commodities (as defined herein) occurs while in MPR&L's possession, a charge of \$5000.00 will be assessed, per occurrence, to the shipper identified on the applicable bill of lading.

The \$5000.00 charge includes the switching required to move the involved car from the track where the NAR occurred, or was first identified, to a track where cleanup and repairs can safely be made. The charge does not include demurrage or any other securement related charges. The shipper will be liable for all expenses associated with the securement, cleanup and other incidental charges associated with handling the NAR.

For a list of applicable Hazardous Material Commodities, subject to this Item, please refer to the Directory of Hazardous Materials Shipping Descriptions as published by Railinc, Section 1 – Part 2 and Section 2, Part 2. For the purpose of this Item, a Non-Accident Release, is defined as any unintentional release of Hazardous Material Commodities, during transportation that was not caused by a rail related accident or derailment. A NAR, includes leaks, splashes and other releases from improperly secured or defective valves, fittings, and tank shells, and also includes the venting of hazardous gases or vapors from pressure relief devices.

Item 3100 - Failure to Complete Unloading of Railcars

Upon arrival and placement of railcars for unloading at destination, consignee will be responsible for unloading equipment in a manner which does not damage equipment, and for releasing equipment in a condition suitable for reloading by another shipper. A Consignee who refuses or fail to remove all lading, dunnage blocking, bracing, strapping, debris or other material that was part of the inbound shipment, secure loading devices, and close doors will be subject to a penalty charge of \$500.00 per car plus the actual cost incurred by MPR&L to remedy this situation.

Item 3110 - Covered Hoppers Unfit for Movement Due to Residue/Debris on the Exterior of the Car

Upon release of railcars for loading/unloading, the consignor/consignee (as it may be acting through its loader/unloader) has the responsibility to clean lading residue and debris from the exterior of covered hopper cars prior to releasing from their facility. For failure to do so:

1. AT ORIGIN/DESTINATION: If found at the origin or destination or after release from the facility or railroad tracks where loaded or unloaded, a car is found to be dirty or unsafe for movement due to lading residue and debris on the exterior of the hopper car, at MPR&L's discretion the car: (including the entire train if multiple cars) 1) will be rejected for movement; 2) will be returned to the facility; or 3) will be cleaned by MPR&L. The consignor/consignee respectively will be assessed a \$500 penalty charge per car found to be unfit for movement plus actual costs incurred by MPR&L to remove and dispose of the lading

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residue and debris. The applicable switch charges of \$500 per car will be assessed if the car is returned to the facility or switched to a cleaning track.

2. **WHILE IN TRANSIT:** A car that is found to be dirty or unsafe for movement due to lading residue and debris on exterior of the hopper car will be switched to a cleaning track. The consignor will be assessed a \$500 penalty charge per car found to be unfit for movement plus actual costs incurred by MPR&L to remove and dispose of the lading residue and debris. The applicable switch charges of \$500 per car will be assessed to and from the cleaning track.

3. Assessment and/or payment of any of the foregoing charges will not relieve the consignor or consignee respectively of responsibility for property damage, personal injury or death attributable to the presence of lading residue or debris which it has left on the exterior of railroad cars.

Item 3120 - Charge for Permanently Securing or Welding Apparatus to Heavy Duty Railcars

Shippers and consignees are not allowed to make structural changes or weld anything to the heavy duty railcar, (see note 1) furnished by MPR&L. If it is determined that a shipper or consignee has made structural changes or welded anything to the railcar, they will be charged a minimum of \$1,000 plus any additional cost associated with restoring the car to its former configuration or remedying the situation. MPR&L or its designated agents can assess charges.

Note 1: Heavy-duty railcar is identified by an AAR Mechanical Designation beginning with F4 as listed in The Official Railway Equipment Register.

Item 3130 - Charge - Special Freight Train Service

A. Definition of Special Freight Train Service.

1. A train which is operated on an expedited schedule or under special service or transportation requirements specified by the consignor, consignee or the agent of either.
2. A train which is assembled in accordance with instructions given to a rail carrier by the consignor, consignee or the agent of either.
3. A train which is necessary in order to comply with service or other transportation requirements specified by any party to the movement.
4. If the special train has cars for more than one destination, each stop will constitute a special run and charges for the special movement will be assessed from shipping point to first destination, from first destination to second destination, each as a separate and complete transaction.

B. Requirements for Special Freight Train Service.

1. Consignee, consignor or the agent of either must request this service in writing or by electronic device to MPR&L Marketing/Sales Representative. Requests must be made in sufficient time to enable this carrier and all other carriers to consummate whatever arrangement or agreement which may be necessary to facilitate the movement of such trains. Requests should include, but are not limited to the following information: Date service is required or service window, if

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applicable; Routing, including origin and destination; Car initial(s) and number(s); Letter of authorization to bill charges, including appropriate patron codes, etc.

2. MPR&L reserves the right to require Special Freight Train Service when one or more of the following conditions exist:
 - a. Any loaded or empty car that cannot meet or pass any other oversized load for entire route.
 - b. Any loaded Schnabel type or shiftable car.
 - c. Any load with a width greater than 13' 2".
 - d. Any load with a Combined Center of Gravity (CCG) greater than or equal to at 106" (Above Top of Rail) ATR.

When factors exist that could negatively impact the regular train network such as multiple slow orders, special handling, or other factors not listed in this document.

C. Furnishing of Special Freight Train Service.

MPR&L will provide special train service if, at the RR's sole discretion, (1) adequate resources and capacity exist, and (2) there is no other reasonable alternative for the customer to move the freight in regular train service.

D. Charges for Special Freight Train Service.

MPR&L charges are as follows and will be on a per train basis operated by the special train at a charge of \$4,800 per train. This charge is in addition to published or contract freight rates. Charges for other carriers involved in joint line or local movements will be handled under the provisions of Accounting Rule 11. MPR&L will assess a \$3,500 surcharge to any requesting party that cancels or does not release a special train once MPR&L has officially assigned crew and power. If special switching or train service is subsequently cancelled within 24 hours of the original requested time there will be a \$1,000 cancellation fee.

E. Switching Charges for Special Freight Train Service.

Switching charges will be assessed as outlined in Special Switching Service items in applicable MPR&L switching tariffs.

F. Distances.

To determine miles, refer to PC Miler by using their website www.pcmiler.com using the actual route of the movement.

Item 3140 - Charge - Turning of Empty Cars

Upon request of the car owner or lessee, MPR&L will turn an entire unit train of empty cars on railroad owned tracks or privately owned loop tracks at a time and place convenient for normal carrier operations, subject to a charge of \$6,000 per turn. Upon request of the car owner or lessee, MPR&L will turn single empty cars on railroad owned tracks or privately owned loop tracks at a time and place convenient for normal carrier operations, subject to a charge of \$400 per turn per car.

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Item 3150 - Charge - Ride Quality Testing or Monitoring Equipment

MPR&L does not commit to provide, but will attempt to meet the needs of customers who request ride quality testing or monitoring of shipments if suitable test devices are available. When testing is conducted MPR&L will use its best efforts to provide a reliable device for the test(s); however, due to the inherent nature of the device, a failure may occur in route. MPR&L is not responsible for any failure(s) of the device(s) or the consequences either direct or indirect caused by the failure(s). Additionally MPR&L personnel may not be available to install or recover the test device(s). Customers may be responsible for the activation, placement and recovery of the test device(s).

Item 3160 - General - Carload Fuel Surcharge General Rules and Methodology

General - This item covers the General Rules and Methodology for MPR&L's Carload Fuel Surcharge Program.

Application:

MPR&L's Carload Fuel Surcharge (FSC) Program applies on MPR&L carload shipments, and idler cars if present, which are priced by MPR&L price.

Methodology:

MPR&L will charge a fuel surcharge flat fee of \$34 per car for non haulage cars. All Haulage cars will be subject to a fuel surcharge.

Item 3170 – Credit Terms

MPR&L continues to reserve the right, in its sole discretion, to establish, not establish, terminate or modify credit for any Applicant. If credit is extended to an Applicant by MPR&L, such credit is granted only as a convenience to the Applicant and may be revoked, reduced or modified at any time as to any shipment, without notice.

Any material changes in Applicant's ownership or financial condition effecting Applicant's financial standing that occur anytime before or after MPR&L extends credit to the Applicant must be reported to MPR&L.

If credit is extended to Applicant for the payment of transportation charges, Applicant agrees to pay such transportation charges within the following time periods unless other terms are specified by MPR&L:

- (a) Freight Charges – 15 Calendar days from the date of the freight bill.
- (b) Miscellaneous charges (e.g. demurrage, switching, weighing) – 30 calendar days from the date of the miscellaneous bill.
- (c) Additional charges for freight transportation and related services (e.g. balance due bills) – 30 calendar days from the date of bill for additional charges.

NOTES:

MPR&L continues to reserve the right, in its sole discretion to modify the terms of an Applicant's credit or cancel entirely such credit at any time, without notice.

Errors discovered in bills by customers should be corrected by them and paid accordingly. Payment of all

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bills, including those corrected by customers, must be made within the credit period. Payment of bills alleged to be incorrect will not prejudice patron's claims, filed within the statutory period, for refund of overcharges. If customers receive bills that they feel they are not responsible for paying, they must notify the carrier within the credit terms that they believe they are not responsible for paying the bills.

Payment of an amount less than stated on a MPR&L invoice will be considered as payment on account and not as payment in full, notwithstanding any notation to the contrary as payment on the payer's remittance. Acceptance by MPR&L of the lesser amount will not constitute an accord and satisfaction of the entire debt. The payer will be advised of any remaining balance deemed due after application of the remitted funds.

FINANCE CHARGES:

MPR&L will assess a finance charge of .033% per day (12% per annum) on closed bills for freight and all miscellaneous charges (for example, demurrage, switching and weighing, etc.) which are paid past our credit terms.

Customers who pay invoices past credit terms will receive a finance charge invoice each month. Finance charges will be assessed on closed bills for freight or miscellaneous charges paid beyond credit terms within the previous month.

Item 3180 - Charge, Furnished Equipment Used for Offline Movements (See Exceptions 1 and 2)

MPR&L will assess a \$1,500.00 per car charge against shippers routing MPR&L owned, leased or controlled equipment via routes that exclude MPR&L from participation in the route and/or linehaul revenue. This charge is in addition to any other charges which may be due from shipper.

Exception 1: With prior permission from MPR&L Equipment Management Department, a shipper can utilize such equipment, without penalty, for outbound shipment via a carrier other than MPR&L.

Exception 2: This charge does not apply on cars assigned to pools, when loaded and routed in accordance with applicable AAR Car Service Rules, Car Service Directives and Transportation Directives.

Item 3190 - Charge - Cars Received in Error or Without Forwarding Instructions

Cars loaded or empty, received by MPR&L in error or without forwarding instructions from the delivering carrier, will be returned to the delivering carrier or forwarded to the proper connecting carrier within the same switching district at a per car charge of \$475.00. This includes empty equipment in loaded unit trains. The charge will be assessed against the delivering carrier.

In addition, a \$30.00 per day holding fee will be assessed against the delivering carrier for each day the cars is held awaiting forwarding instructions.

SECTION 4 - Requirements and Guidelines for the Location, Maintenance

and Operation of Facilities Handling Hazardous and Other Specified Materials.

Item 4000 - General Requirements and Guidelines

- A. The following requirements must be observed in conjunction with contracts for site or track leases for Loading, unloading or storage of hazardous materials as defined in 49 *CFR* parts 171 through 179, and republished in *Tariff BOE 6000* (current issue).
- B. Industry shall conduct its operation in such a manner as not to violate these requirements or any federal, state, municipal, or other laws, requirements or regulations promulgated thereunder or tariffs currently in effect from time to time governing Industry's operations. This includes all federal, state, municipal, and other laws governing the handling or transportation of hazardous materials. To the extent one or more of these requirements are, or may in the future be, in conflict with any of said laws, requirements, regulations or tariffs, the conflicting portion of these requirements shall not apply. Excerpts from said laws, requirements, regulations or tariffs contained in these requirements are for ready information purposes only and shall not relieve the Industry of the obligation to abide by any and all current laws, requirements, regulations, or tariffs. These requirements shall not create any duty on the part of Midwest Pacific Rail Net and Logistics "MPR&L" or cast any liability on MPR&L due to any omissions, errors or other unintended misrepresentation of said laws, requirements, regulations or tariffs herein.
- C. Industry shall have a contract in place with MPR&L before any loading or unloading operations will commence on any MPR&L owned tracks or property. Loading or unloading operations must have written approval by MPR&L.
- D. Upon request, Industry will provide MPR&L the following: a list of all materials to be handled, material safety data sheets for each material to be handled, emergency response and contingency plans, spill prevention control and countermeasure plan and hazard communication program.
- E. Fixed storage facilities for hazardous wastes are prohibited.
- F. For spills or releases of hazardous materials, petroleum products and environmentally sensitive materials, it shall be the responsibility of the Industry or person in control of the substance during the release to undertake procedures for notification of appropriate authorities, containment, cleanup and disposal. The Industry must comply with all applicable federal, state and local laws and regulations. The Industry shall be responsible for responding to such spills or releases. MPR&L shall be notified promptly of any such spill or release.

Item 4010 - Location of Tracks and Facilities

- A. Facilities for loading and/or unloading should be located not less than 100 feet from buildings and not within 250 feet from public grade crossings.
- B. Selected locations should be evaluated to determine if they are desirable relative to other track structures (e.g. above or below main track grade, on the inside or outside of a curve, or in close

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proximity to a main track switch).

- C. In general, the distance to the nearest business should be no less than 50% of the first isolation distance listed in *Emergency Response Guidebook* (current edition) and will depend on the material(s) located at the facility. The distance to the nearest residence should be no less than the first isolation distance listed in the *Emergency Response Guidebook* (current edition).

Item 4020 - Location of Loading/Unloading Racks and Storage Tanks

- A. Racks shall be located no less than the distances specified in Items IV-B and V-C. Racks shall be located no less than 8.5 feet from the centerline of the track serving the racks.
- B. All racks, storage tanks, containers, pipe lines, hoses and similar equipment shall be constructed, tested and maintained in accordance with the appropriate codes established by the American Society for Mechanical Engineers. Where practical, storage tanks shall be installed above ground. Tanks and regulating equipment shall not be buried without first securing written approval from MPR&L.
- C. A storage tank area shall be fenced with at least two means of access through the fencing. Readily ignitable material such as weeds or dry grass shall be removed from within the fenced area. Where flammable materials are handled, "No Smoking" signs must be installed and observed.

Item 4030 - Class 3 Flammable and Combustible Liquids

- A. Storage tanks and appurtenant facilities shall be installed in accordance with 49 CFR 174.304 and all other applicable regulations. Compliance is required with applicable provisions of the National Fire Protection Association's Flammable Liquid Code & Static Electricity Code.
- B. Aboveground storage tanks must be surrounded by dikes of earth, concrete, or other suitable material of sufficient capacity to hold all the contents of the largest tanks according to applicable aspects of the *Uniform Fire Code* and *Spill Prevention Control and Countermeasure Plan*.

Separation Distance for Facilities, Loaded Tank Cars and Storage Tanks From Track Class II or Better.

All Tank Capacities	Minimum Distance to Track
Flammable Liquids	100 Feet
Combustible Liquids	50 Feet

Reference: AAR OT-55 E

Item 4040 - Class 2 Compressed Gasses

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- A. Track leases may be issued only for loading and unloading operations according to 49 CFR 174.204.
- B. Location, construction and utilization of facilities for storage of compressed gases is typically under the jurisdiction of municipal authorities, and are generally governed by the recommendations contained in the *Uniform Fire Codes* issued by the National Fire Protection Association (Batterymarch Park, Quincy MA 02269).
- C. Facilities shall be located with respect to the nearest important building, group of buildings, or line of adjoining property which may be built upon in accordance with the minimum distances required by MPR&L. Current minimum distances for installations are as follows:

Separation Distance for Facilities, Loaded Tank Cars and Storage Tanks
From Track Class II or Better

Activity	Hazard Class	Distance
Loading / Unloading	2.1, 2.2, 2.3 PIH Zone A or B	100 Feet
Storage of Loaded Tank Cars	2.1, 2.2, 2.3 PIH Zone A or B	50 Feet
Storage in Tanks	2.1, 2.2, 2.3 PIH Zone A or B	100 Feet

Reference: AAR OT-55 E

Item 4050 - Prevention of Electric Sparks During Loading or Unloading of Flammable Liquids or Flammable Gasses

- A. Precautions due to proximity of wire lines:
1. Stationary tanks shall not be located under or near any wire lines wherever possible
 2. When the contents of tank cars are being gauged or transferred, tank cars shall not be located under or near any wire lines.
 3. The use of metallic gauging rod is prohibited if any wire line is located within 20 feet of the tank or tank car opening.
 4. If tanks or tank cars are necessarily located under or near wire lines which operate at a voltage not exceeding 750 volts between conductors, the following rules shall be observed:
 - a. Where wire lines pass overhead, there shall be minimum vertical clearance of 36 feet from top of rail to the live conductors.
 - b. Where wire lines pass nearby and do not have the minimum vertical clearance as specified in the Paragraph above there shall be a minimum horizontal clearance of 15 feet between the wire lines and the nearest rail to that side of the tank or tank cars.
 5. If it is necessary to install wires or devices within this 36 ft high and 34 ft 8 in wide envelope, the installation will have to comply with Article 515 (Bulk Storage Facilities) of the *National Electrical Code*.
 6. Before any gauging of the contents of tank or tank car located under or near wire

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lines having a voltage in excess of 750 volts shall be permitted, a special study shall be made by qualified personnel, including MPR&L Engineering representatives, to determine the additional clearance to be provided.

- B. Bonding and grounding is to be performed by railroad forces or contractors at Industry expense in accordance with MPR&L.
 - 1. A permanent electrical connection shall be made between the rails occupied by rail equipment and the piping system used in connection with the transfer of flammable liquids or flammable gases. The electrical connections shall not be less than one No. 4 or less than two No. 6 AWG stranded copper, bronze or copper-covered steel wire.
 - 2. Insulated rail joints shall be installed to electrically separate the loading or unloading section from all other track rails. Such insulated rail joints shall not be bridged by rail equipment (rail cars) or other means during loading and unloading operations.
 - 3. All rails in said track section isolated by the insulated joints shall be adequately bonded at each rail joint.
 - 4. Other precautions, such as insulated joints in the permanent piping system grounding, additional temporary bonds between the piping system and rail equipment tank, and other special measures as may be required under specific local conditions, shall be taken to provide adequate protection.
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Item 4060 - Loading into Rail Cars

- A. For loading hazardous materials or petroleum products, environmental protection (such as track/truck pans, etc.) whose components are non-reactive with, and impervious to, the material loaded is required. For all facilities or installations, the containment system(s) must be at least 110% of the capacity of the largest vessel to be loaded.
 - B. Appropriate safeguards shall be provided to maintain the integrity of the loading process through proper hazardous material handling.
 - C. Industry shall comply with DOT's loading rules, including those set forth at *49 CFR* 174.55 through 174.63.
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Item 4070 - Unloading from Rail Cars

- A. For unloading hazardous materials or petroleum products, the same requirements for containment and appropriate safeguards are to be met as with loading these materials into rail cars.
- B. Industry shall abide by the unloading rules as promulgated by the Department of Transportation and published in *49 CFR* Part 174 or republished in *Tariff BOE 6000* (current edition).

For ready reference, some of the governing regulations are:

§ 174.67 Tank Car Unloading (low pressure tank cars)

§ 174.200-174.290 Tank Car Unloading Gases (high pressure tank cars)

Meets or exceeds NFPA 77.

SECTION 5 - Rules Governing Switching

Item 5000 - Definition of Shop Facility

A shop facility is one approved by the AAR for rail car repair sufficient to meet interchange standards.

Item 5010 - Non-Application of Intra-Plant Switching Charges

The intra-plant switching charges provided in this tariff will not apply when a car is moved back to the same location on the same track or to a different location on the same track (See NOTE). Such movement must occur as a result of pulling outbound carloads or empties previously unloaded, or placing inbound carloads for unloading or empties for loading.

NOTE. -Movement to a different location on the same track must be incidental to, and necessary in connection with removal or placement of other loaded or empty cars.

Item 5020 - Switching and Holding Charges on Cars Held for Instructions (Unless otherwise specifically provided, the following will apply)

When on instructions, loaded or empty cars moving on own wheels, are removed from industry, shop, team or interchange tracks and are held by carrier awaiting forwarding instructions, a charge of \$400 per car with a maximum charge of \$1,200 per bill of lading will be assessed against the loader, shipper or party taking responsibility for Miscellaneous Charges. If cars are subsequently ordered returned to loader's or interchange tracks, the applicable intra-terminal switching charge will be assessed against party requesting the service.

The charges provided in this item are in addition to applicable demurrage and storage when applicable and will not be absorbed in whole or in part.

NOTE.-Nothing in this item will be construed as authorization to charge any connecting carrier for railroad error moves.

Item 5030 - Switching and Holding Charges for Cars Held for Delivery Instructions

Cars arriving at or held short of billed destination with insufficient information to effect delivery, making it necessary to be placed on a holding (disposition) track, are subject to a hold charge of \$125 per car. This charge is in addition to any demurrage charges that may apply.

The party issuing the diversion or reconsignment order is responsible for payment of the hold charge and any additional charges incurred in order to accomplish the final delivery (e.g., unabsorbed reciprocal switching charges).

Item 5040 - Hold Charges for Cars Held Short of Destination

Cars arriving at or held short of billed destination with insufficient information to effect delivery, making it necessary to be placed on a holding (disposition) track, are subject to a hold charge of \$125 per car. This charge is in addition to any demurrage charges that may apply.

The party issuing the diversion or reconsignment order is responsible for payment of the hold charge and any additional charges incurred in order to accomplish the final delivery (e.g., unabsorbed reciprocal switching charges).

Item 5050 - Empty Cars Returned Unfit for Loading

When an empty car is received from a connecting carrier for loading by an industry located on the MPR&L, and is refused by the industry because the car is not in proper condition to load and must be returned to the connecting carrier, Intra-terminal charges will be assessed in accordance with MPR&L against the connecting carrier. The charge will be made for one direction only.

Item 5060 - Switching of Cars for Weighing on Non-MPR&L Scales

When MPR&L is requested to switch either a loaded or empty car to a non-MPR&L scale for weighing, switching charges will be assessed for this service as follows:

- (1) When intra-plant switching is performed by MPR&L to weigh a car, a charge of \$500.00 per car will be assessed in each direction.
- (2) When intra-terminal switching is performed by MPR&L to weigh a car, a charge of \$500.00 per car will be assessed in each direction.
- (3) When inter-terminal switching is performed by MPR&L to weigh a car, a charge of \$500.00 per car will be assessed in each direction, to and from the interchange with the connecting railroad. The party requesting the weighing will be responsible for the weighing or reweighing charges assessed by the connecting railroad, as well as connecting line switching charges.

Note: Charge will apply only in one direction if the car is released to the MPR&L as an empty or for line-haul revenue service immediately after being weighed.

Item 5070 - Switching of Excessively Loaded Cars

When MPR&L is requested and agrees to switch an overloaded car from its own reduction track to an alternative location, all applicable switching charges, including applicable intra-terminal or inter-terminal switching charges in accordance with MPR&L, will be assessed.

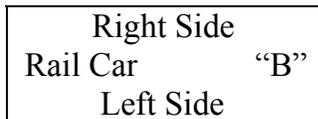
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Item 5080 - Freight-In-Bond

Cars containing freight-in-bond to be switched locally will not be accepted from connecting line until after permit to receive goods has been issued to consignee by the United States Collector of Customs.

Item 5090 - Switching Charges for Turning Cars to Permit Loading or Unloading at Stop-Off Points or Destinations from a Particular Side or End

- (1) If shipper issues instructions on the Bill of Lading as provided in paragraph (3) "NOTICE TO CARRIER" for turning rail cars, MPR&L will apply a \$400 charge against the shipper.
- (2) If "NOTICE TO CARRIER" as provided in paragraph 3 is not shown on bill of lading, MPR&L will assess an intraterminal charge of \$400.00 will apply in both directions. This charge will be assessed against the party requesting the turn.
- (3) NOTICE TO CARRIER: Deliver car for loading or unloading from "left side only" or "right side only" or end specified by placard. For EDI Billing in the H3 Segment (for special handling instructions) for unloading cars designate UR (unload right) or UL (unload left). Designation of UP (Unload as placarded) will not be accepted. To determine the left and right sides of the car, face the "B" or brake end of the car as shown below.



Item 5100 - Switching Charges for Turning Cars to Permit Loading or Unloading for Connecting Lines

When at the request of connecting lines, cars are turned to permit loading or unloading from one particular side or end of car, the following charges will be assessed against the line requesting the service:

- (1) If the car is turned at a "Y" or a turn-table within the switching limits, the intra-terminal switch charge will apply:
 - a. In each direction if the car is returned to the requesting line after turning.
 - b. In one direction if MPR&L is the reciprocal switching carrier only.
 - (2) If the car is turned at a "Y" or a turn-table located outside the switching limits, a charge of \$5.00 per mile for the round-trip with a \$800.00 minimum will apply.
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Item 5110 - Switching of Empty Cars Between Interchange, Industrial, Railroad Storage and Hold Tracks and Cleaning Tracks

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Empty cars will be switched from MPR&L storage or yard tracks or connections with other lines to cleaning tracks served by the MPR&L, and will then be switched from such cleaning tracks subject to the following:

- (a) If switched empty direct to loading tracks and loaded for MPR&L road-haul, no charge will be made for switching to and from cleaning tracks.
- (b) If switched empty from cleaning track to MPR&L storage track and then switched to loading track and loaded for:
 - 1. MPR&L line-haul, a charge of \$100.00 per car.
 - 2. Connecting carrier line-haul, a charge of \$100.00 per car will be made.
 - 3. Inter-terminal, intra-terminal or intra-plant switch, a charge of \$100.00 per car will be made, in addition to the published inter-terminal, intra-terminal or intra-plant switch provided for in this tariff.
- (c) If switched empty from cleaning track to connection with other line, a charge equivalent to that provided under reciprocal of this tariff for industry involved, will be against the party ordering the move from the cleaning track.
- (d) If switched empty from cleaning track to MPR&L storage track and then switched empty from MPR&L storage track to connection with other line, a charge of \$100.00 per car will be assessed for the move from the cleaning track to the storage track, such charge to be assessed against the party ordering such move, and in addition a charge equivalent to that provided under reciprocal of this tariff for the industry involved will be assessed for the move from MPR&L storage track to connections with other line, such charge to be assessed against the party ordering the move.
- (e) If switched empty from cleaning tracks to loading or other industry track, and then switched empty from such loading or other industry track to connection with other line, an intra-terminal switch charge in addition to a charge equivalent to that provided under reciprocal of this tariff for the industry involved will be assessed, such charge to be assessed against the party ordering the move from the loading or other industry track.
- (f) If cars are switched from cleaning track to loading track for outbound movements on connecting lines, a charge of \$100.00 per car will be made.
- (g) If cars are switched from one cleaning track to another cleaning track or industry's storage track, a charge of \$100.00 per car will be made.
- (h) Charges assessed under this item will be in addition to all other applicable charges.

Item 5120 - Early Release of Cars Placed for Loading or Unloading

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When a shipper instructs the release of a car(s) previously placed for loading or unloading, but MPR&L 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 MPR&L, the car(s) will remain on demurrage as if the release had not been instructed, and intra-terminal switch charge will apply.

When the placement of a car(s) cannot be accomplished due to early release of car(s) previously placed for loading or unloading or for other reasons not attributed to MPR&L the car(s) will remain on demurrage as if the car(s) had not been ordered and intraterminal switch charges will apply.

Applicable intra-terminal charges will apply up to a maximum charge of \$1,200 per occurrence.

Item 5130 - Empty Cars of Private Ownership Upon Which Empty Movement is Ordered

Except as otherwise provided, empty cars of private ownership upon which empty movement is ordered between points in the same switching district, will, if the empty movement is not followed by a loaded movement under either line-haul or switching rates of this company, be subject to the same charge as named in the tariff for the same car if moving loaded between the same points.

Provided that if two or more charges are named for the loaded movement, the lowest charge will apply.

Item 5140 - Special Switching Service

Except as otherwise provided and upon specific request of a customer and at the discretion of the carrier, carloads may be handled in special not regular service. (See Note 1)

The special service charge as shown herein for each crew used will be in addition to any applicable switching charges. Charges will be assessed against the party requesting the service.

- A. Existing crews
If no additional or new crews are required the charge is \$500.
- B. Additional or New Crew
If additional or new crews are required the charge is \$3,500 for up to eight (8) hours and \$250 per hour or fraction thereof for each additional hour not to exceed twelve (12).

NOTE 1. Special (not regular) service is defined as:

- (a) Service accorded shipments which cannot be handled in regular train operations because of excess weight, height, width or length and which necessitates handling in a special train.
- OR
- (b) By specific instructions from consignor, loader, consignee or unloader.
-

Item 5150 - Charge for Use of Special Equipment in Cross-Town Terminal Service

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Rates or charges published in this tariff for application on intra-plant, intra-terminal or inter-terminal switching service apply to shipments which are both loaded and unloaded within the same switching district, only when loaded in or on ordinary equipment. Ordinary equipment means:

- (a) Boxcars not exceeding 60 feet in length, inside measurement, but not including boxcars of any length which are cushioned underframe, insulated or equipped with any type of loading devices or XF cars.
- (b) Flat cars not exceeding 60 feet in length and having marked capacity not greater than 180,000 lbs; but not including flat cars of any length equipped with racks, frames, bulkheads, tie down devices, hoods or other appurtenances extending above the deck of the car nor on special type flat cars with mechanical designations "FD", "FG", "FW", "FM", listed under the heading of heavy capacity and special type flat cars in Tariff RER 6412-Series.
- (c) Gondola cars having marked capacity not greater than 180,000 lbs.; but not including gondola cars of any length equipped with covers, hoods, containers or cradle floors.
- (d) Open-top hopper cars not exceeding 60 feet in length, inside measurement, or having marked capacity not exceeding 180,000 lbs.
- (e) Cars other than described as ordinary equipment in Paragraphs (a) thru (d) above, owned or leased by shipper or consignee.

When shipments that are both loaded and unloaded within the same switching district are loaded in cars that are other than ordinary equipment, the rate or charge to apply will be the rate or charge published in this tariff for application to shipments loaded in ordinary equipment as described in Paragraphs (a) to (e) above, plus (1) \$157.00 per car. (See NOTE 1)

NOTE 1. When the MPR&L originates joint line movements the foregoing charge of \$200.00 will be assessed only once regardless of the number of carriers used. This charge accrues entirely to the MPR&L.

Item 5160 - Switching Empty Cars for Repairs

A charge of \$150 per car (See Notes 1, 2, and 3) will apply on empty cars destined to a shop facility for cleaning, lining, relining, maintenance, modification or repairs. This charge is applicable only on empty private freight cars, including tank cars, as registered in UMLER, that arrive at a station free of line-haul charges.

NOTE 1. Charges apply for round-trip movement from yard tracks to shop facility and return, when moving solely on the tracks of MPR&L. If MPR&L switches the empty car into the shop facility and is not the switching carrier for the eventual movement from the shop facility, then the switching charge, as named in this item, applies only on the inbound movement.

NOTE 2. Charges will be assessed at the time of the inbound movement.

NOTE 3. Unless otherwise provided on a bill of lading or in a transportation contract, the charges in this item will be assessed against and collected from the person, firm or corporation ordering the movement.

Item 5170 - Switching and Holding Charges on Cars Held in Route

(Unless otherwise specifically provided, the following will apply)

When on shipper's or consignee's instructions loaded cars, or empty cars moving on own wheels, are held by carrier in route pending delivery to the original destination and consignee, a intraterminal charge in accordance with MPR&L, will be assessed against the party responsible for issuing the instructions.

The charges provided in this item are in addition to applicable demurrage and storage when applicable and will not be absorbed in whole or in part.

NOTE.-Nothing in this item will be construed as authorization to charge any connecting carrier for railroad error moves.

Item 5180 - Charges for Special Type of Heavy Capacity Flat Cars

A charge of \$540.00 for each car used in addition to the regular local switching rates named herein will be made for each car used both originating and terminating within the same switching district as named in this tariff for the movement of which carrier furnishes flat cars bearing mechanical designations "FG" or "FW" of any capacity, and cars of designation "FM" of 151,000 lbs. and over nominal capacity; and a charge of \$1,500.00 per car used on flat cars bearing mechanical designation "FD" as named in The Official Railway Equipment Register and reissues thereof.

Item 5190 - Re-Switching

Except as otherwise provided, when MPR&L participates in line-haul service, cars re-switched under original load or for partial loading or unloading may be switched at the applicable inter-terminal or intra-terminal rate.

Item 5200 - Re-Switching and Set-Back Service on Grain, Soybeans or Seeds also Grain Products

RE-SWITCHING SERVICE

When cars placed at elevators or at warehouses are for any cause beyond carrier's control removed therefrom before unloading and are subsequently returned to such elevators or warehouses, a charge of \$150.00 per car in each direction will be made for such switching service.

SET-BACK SERVICE

When cars have been loaded at elevators or warehouses and moved therefrom are set-back to such elevators or warehouses on account of errors in grade or any other cause for which carrier is not responsible, a charge of \$150.00 per car in each direction will be made for such switching service.

The switching charge for re-switching and set-back service will only apply within switching limits of the

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station at which the elevator or warehouse is located and only on the tracks of the carrier on which the elevator or warehouse is located.

Item 5210 – Switching Empty Cars for Repair

A charge of \$200.00 per car (See NOTES 1, 2, and 3) will apply on the movement of empty private and railroad owned or controlled cars between interchange tracks and shop facilities for cleaning, lining, relining, maintenance, modification or repairs.

NOTE 1. At the location, charges apply for round-trip movement from interchange tracks to shop facility and return, when moving solely on the tracks of MPR&L. If MPR&L switches the empty car back into the shop facility and is not the switching carrier for the eventual movement from the shop facility, then the switching charge, as named in this item, applies only on the inbound movement.

NOTE 2. Charges will be assessed at the time of the inbound movement.

NOTE 3. Unless otherwise provided on a bill of lading or in a transportation contract, the charges in this item will be assessed against the owner of the reporting marks.

SECTION 6 - Rules Governing Diversion

Item 6000 - General

A. Except as provided in Paragraph B below, the provisions of this section will apply:

1. When MPR&L is the origin line haul carrier and car has departed the origin loading facility when served by MPR&L; or
2. When MPR&L has taken physical possession of the car from either a switching carrier or a connecting line haul carrier, or MPR&L has advanced waybill information as the originating line haul carrier prior to receiving the car from a connecting carrier: or
3. When MPR&L is the origin serving line haul carrier, has not taken physical possession of the car and receives a request to cancel the original shipping documents.

B. The provisions of this section are not applicable on the following:

1. TOFC and COFC shipments;
2. Shipments moving in Unit Trains;
3. Empty private cars diverted to a private repair facility.

C. If a single diversion order, given at one time, contains a request for more than one change in the billing/shipping document, only one charge will be assessed. The applicable charge will be for

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951-776-4736

info@midwestpacificrr.com

Ozark Valley Railroad

225 S. Jefferson St.

Mexico, MO 65265

951-776-4736

info@midwestpacificrr.com

S&S Shortline

10100 Ambassador Road Suite 105

Kansas City, MO 64153

951-776-4736

info@midwestpacificrr.com

St. Maries River Railroad

318 N. 10th St

St. Maries, ID 83861

951-776-4736

info@midwestpacificrr.com

WIR

417 S. Park Ave

Rosalia, WA 99170

951-776-4736

info@midwestpacificrr.com

Item 6020 - Diversion Requests on Empty Private Cars

Requests for diversion on empty private cars are subject to the provisions of this Section.

Item 6030 - Orders for Diversion

Orders for diversions will only be accepted from:

A. Freight payor;

B. Authorized representative/agent of the freight payor; Prior to MPR&L approving a diversion request from an authorized representative/agent of the freight payor, the party making the request must include in its request, a statement reading:

“As an authorized representative/agent of the freight payor, I have the freight Payor’ authority to request a diversion on the involved carload(s) of freight”.

C. Consignee, when issuing instructions for delivery to a MPR&L served or open industry within the

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switch limits of the billed destination of record at the time of the diversion request; or

D. Car owner or lessee on non-revenue moves of empty railway cars.

Item 6040 - MPR&L Responsibility to Effect Diversions

A. MPR&L will make a diligent effort to effect desired diversion when the car is in MPR&L's possession, but reserves the right to accept or deny a diversion/reconsignment order if the diversion would create undue hardship on train service or operational efficiency.

B. MPR&L will not assume any responsibility for effecting a diversion at a specified location under the following conditions:

1. After a car has been classified or assembled into a train for outbound movement. In this situation, a car may be diverted at the next classification yard or interchange location and the diversion will be governed by the rules and charges at that location.

2. After a car has been placed in "pre-blocked" or "run-through" train service. In this situation, a car may be diverted:

a When billed to a MPR&L destination, after the car reaches the "pre-blocked" destination or the destination of the "run-through" train or the billed destination, as the case may be, and the diversion will be governed by the rules and charges at that location; or

b When billed to a non-MPR&L destination, after the car reaches the "pre-blocked" destination or the destination of the "run-through" train and the diversion will be governed by the rules and charges at that location, except if the car is not scheduled to be reclassified prior to interchange to the connecting railroad, the car may not be diverted.

3. When a car has been placed in "pre-blocked" train service for delivery to another carrier at a MPR&L destination for that carrier's performance of reciprocal switching service.

4. When a car has been placed in "pre-blocked" train service for delivery to MPR&L, car may only be diverted at the "pre-blocked" destination or interchange location and the diversion will be governed by the rules and charges at that location.

C. MPR&L will not be responsible for executing a diversion order on a specified day or time of day.

D. MPR&L will not be responsible for increased charges when the diversion cannot be accomplished at the desired locations.

E. An order for diversion which specifies that a through rate is to be protected will not be construed as obligating MPR&L to protect other than the lawful rates and charges under these diversion rules.

F. If fax orders are received outside of Business hours.

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G. MPR&L will not accept orders for diversions as provided, but not limited to, reason shown below:

1. After car has been interchanged to a connecting line haul or switching carrier;
2. After actual placement of the car at billed destination by MPR&L;
3. That require MPR&L to perform backhauls or out-of-line hauls'
4. To a station or to a point of delivery against which an embargo is in force.
5. After constructive placement of a car at billed destination or MPR&L serving yard.

Item 6050 - Multiple Car Shipments

- A. Multiple car shipments comprised of more than one car tendered on one bill of lading on one day from one shipper at one origin to one consignee at one destination for movement under line haul rates or charges specifically providing for application on multiple car shipments, will be subject to the diversion rules and charges provided herein. Separation of the multiple car shipment by diversion will not be allowed, except by rate item authorization or as provided in Paragraph B.
- B. If one or more cars of a multiple car shipment go "bad order" after departing the origin station, they may be diverted at the customer's option. Such cars will be subject to the diversion rules and charges as provided herein. The multiple car freight rate originally assessed on the whole shipment will apply on the remaining cars that are not accorded diversion. On prepaid shipments, the freight bill/charges should be "paid short" citing the diversion as authority. The freight bill is not to be returned for correction.

Item 6060 - Diversion Charges

- A. When the applicable diversion provisions have been met, and the line-haul transportation price authorizes diversions, the applicable charge will be assessed against the party requesting the diversion or cancellation of shipping documents. In the absence of a diversion request, and there is a change in Border Notify party, the applicable charge will be assessed against the payor of freight
- B. The following will be subject to a Diversion Charge:
 1. Change in Consignee. A maximum of two changes will be accepted;
 2. Change in Consignor. A maximum of two changes will be accepted;
 3. Change in Border Notify party (also referred to as 'Forwarding agent'), (for Mexico destined shipments)
 4. Change in Mexican Customs broker

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5. Change in Canadian Customs broker
6. Change in weighing instructions. Only one change will be accepted; or
7. Cancellation of shipping documents, regardless of whether or not a rate document allows for diversions.

DIVERSION CHARGE:

\$225.00 per bill of lading for fax diversion.

Item 6070 - Cancellation of Shipping Documents - Not in Carrier Possession

When original shipping documents are cancelled and the car has not been pulled from the origin industry or team track, a charge of \$300.00 per bill of lading will apply. The party requesting the cancellation will be responsible for the cancellation charge.

SECTION 7-A

Item 7000 - General Application

This Section specifies the rules governing demurrage, unit train / shuttle demurrage, private car storage, hazardous charges and storage rules applying at all points on the MPR&L Railway Company (referred to as MPR&L) network in the United States. It also applies at points on connecting carriers that, through agreement, MPR&L maintains demurrage rules and charges. The rate in effect on the closing day event will be used to calculate charges, and all rates and charges are stated in United States dollars.

- A. The disposition of a railcar at its point of detention determines the purpose for which the car is held and which rules will apply. When a railcar is tendered by MPR&L to a connecting carrier for delivery to the connecting carrier's receiving party and that party is unwilling or unable to accept the railcar (and as a consequence railcar remains in MPR&L's custody and control), a demurrage charge will be assessed against that receiving party in accordance with the provisions of this Book.
- B. The Shipper (Consignor) is responsible for the designation of the bill of lading or other forwarding direction given to MPR&L. Per STB EP 707, effective July 15, 2014, the receiving party of the railcar is responsible for demurrage.
- C. When an empty or loaded car is held short of the waybilled destination the rate that will apply will be the rate applicable for the destination.
- D. Empty and loaded cars consigned or way billed for delivery to connecting carrier or held on connecting carrier per MPR&L instructions or on railroad tracks under constructive placement, are subject to governing provisions and charges.
- E. The rules and provisions contained herein are subject to modification or cancellation at any

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time and without prior notice. Any specific provisions take precedence over general provisions, unless otherwise stated. See Appendix for explanations of terms commonly used in this Book.

Item 7010 - Exceptions

Rules and charges contained in this Book apply to all railroad and private marked railcars held for or by rail customers with the following exceptions:

1. Cars for loading or unloading of MPR&L company material.
 2. Cars of refused or unclaimed freight to be sold by MPR&L for the time held beyond legal requirements.
 3. Railroad owned cars, leased for storage of commodities, for intra-plant or intraterminal switching service, while held on lessees' tracks.
 4. Cars used for the purpose of testing loading and unloading procedures, new types of dunnage or new types of equipment as authorized by MPR&L.
 5. All Bi-level and / or Tri-level equipment used in transportation of motor vehicles.
 6. Empty cars actually placed for loading and then rejected as being unfit for loading.
-

Item 7020 - Method of Billing

- A. Charges are invoiced for cars with a closing event within the billing cycle and are calculated based on the provisions set forth in this book. A closing event is defined as the event in a car cycle that closes the cycle and results in the Calculation of time and applicable charges.
 - B. If cars in a chargeable status do not have a closing event at the end of a billing cycle, then charges will be carried forward to the following billing cycle for applicable charges until closing event.
-

Item 7030 - Credit / Payment Terms and Security Deposit Requirement

- A. Charges that accrue per this Book are due and payable according to MPR&L's Credit Terms as stated in this Book. All payments must be paid in U.S. funds. Late payments on undisputed bills (30 days or more after due date) will be subject to finance.
- B. MPR&L reserves the right, at its sole discretion, to cancel credit and require a rail customer responsible for the payment of demurrage with a history of delinquency or nonpayment of charges, not in bona fide dispute, to provide assurance for payment of those charges. Such "assurance" may include, but is not limited to, credit card payment upon incurrence of charges, cash deposit with MPR&L, letter of credit, surety bond or other suitable form of security. A deposit or security will be equal to the average monthly demurrage bill as calculated over the past six months.
- C. It is within MPR&L's discretion to determine when issues of delinquency have been resolved and

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when the rail customer is no longer required to maintain an assurance. Should rail service to the customer no longer be required, security on deposit will be released and returned upon satisfaction of all outstanding invoices.

Item 7040 - Congestion Due to Rail Customer May Result in an Embargo

If a rail customer's excessive retention of railcars results in operational congestion as determined by the carrier of the customer's and/or MPR&L's rail tracks, MPR&L may impose an embargo against the customer's receipt of further railcars until congestion is eliminated.

Item 7050 - Unclaimed, Refused or Rejected Loaded Cars

Loaded cars held more than 15 days (See Note 1) after notification or constructive placement and refused or rejected cars held more than 5 days will be subject to the following:

- A. On day 16 after notification or constructive placement (See Note 1), shipper of record will be contacted for disposition. If disposition is not received within 5 days on day 6 (See Note 1) cars will be subject to provisions in paragraph C.
- B. On day 5 after shipper has been notified of refusal or rejection (See Note 1), cars will be subject to provisions in paragraph C.
- C. After the expiration of 21 (paragraph A) or 5 (paragraph B) days (See Note 1), carrier may exercise one of the following options:
 1. Car may be reverse routed back to the shipper. Shipper will be responsible for all storage or other charges accrued at hold point and freight charges to return car to origin.
 2. Car may be considered abandoned and contents may be sold at auction without periodical publication. Proceeds from the sale will be used to satisfy all charges including cost of disposal. Shipper will be responsible for any cost not covered by the proceeds from the sale. Carrier reserves the right to bid at the sale.

Note 1 - If any of the specified last days shown in this Item occurs on a weekend or holiday, the first business day after the weekend or holiday will become the specified last day.

SECTION 7-B

Item 7100 - Rail-Controlled Equipment Modified Straight Plan

Provisions of this Item are applicable to the following railroad owned or controlled equipment types; Box Cars, Covered Hopper Cars (Unloading Only), Flat Cars, Gondola Cars, and Woodchip Cars and will apply to the loading, unloading, cars held for purposes other than loading and unloading, and rejected cars.

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- A. Except for non-credit customers, settlement of charges will be made on a calendar month basis on all cars with a closing event during the calendar month.
 - B. Credits earned and/or chargeable demurrage days accrued will be calculated separately for the following transaction types:
 - 1. Cars held for loading (see **Item 7130**).
 - 2. Cars held for unloading (see **Item 7140**).
 - 3. Cars held for purposes other than loading and unloading (see **Item 7150**).
 - C. Excess credits earned in one calendar month may not be used to offset demurrage days in another calendar month.
 - D. Demurrage charges will be assessed against the receiving party and they will be responsible for payment of such charges.
-

Item 7110 - Rail-Controlled Equipment Straight Plan

The provisions of this Item are applicable to all railroad owned or controlled equipment types for items not covered in Item 7100, in addition to customers that do not have credit for demurrage charges with MPR&L. This provision will apply to the loading, unloading, cars held for purposes other than loading and unloading, and rejected cars.

- A. Except for non-credit customers, settlement of charges will be made on a consistent basis on all cars with a closing event during the billing cycle.
 - B. Settlement of charges for non-credit or customers will be made as charges accrue.
 - C. Demurrage will be calculated based on provisions of Items 7130, 7140, and 7150, and credits will separately be applied to each individual car according to the provisions of Tables found in Item 7160 based on the transaction type involved.
 - D. Credits can only be used to offset debits on the car under which they were earned. Any excess credits on an individual car cannot be carried forward in the calculation of demurrage on any other car.
 - E. If total debits exceed total credits, calculation of charges will be made as follows:
 - 1. Subtract the number of allowable credits from the total debits to determine the total number of chargeable demurrage days.
 - F. Excess credits from application of demurrage provisions published elsewhere in this Book cannot be used to offset demurrage days under this Item.
-

Item 7120 - Notification

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A. Notification will be delivered to the Receiving Party or any party on the waybill who is registered to receive notifications.

1. The following notification will be furnished as indicated:

a. Cars for Other than Team Tracks:

(1) Notice of constructive placement shall be sent or given if a car is held on MPR&L tracks at an available hold point or at billed destination due to any condition attributable to the receiving party, consignor, consignee, loader or unloader which prevents MPR&L from making delivery or actual placement.

b. Cars for Team Tracks:

(1) Notice of constructive placement shall be sent or given if a car is held on MPR&L tracks at an available hold point or at billed destination due to any condition attributable to the receiving party, consignor, consignee, loader or unloader which prevents MPR&L from making delivery or actual placement.

(2) Notice of placement will be given when a car is actually placed.

c. Refused Loaded Car:

(1) When a loaded car is refused at destination, MPR&L will give notice of such refusal to the consignor or owner.

d. Freight Payer or Party Entitled to Receive Notice:

(1) Notice will be sent or given if a car is held on MPR&L tracks awaiting proper disposition in connection with diversion requests.

(2) Notice will be sent or given if a car is held on MPR&L tracks awaiting payment of any lawful charges.

2. When notification is required, the date and time sent or given, as recorded by MPR&L will govern.

3. Notification will contain the following:

a. Car Initial and Number

b. Hold point, if other than billed destination

B. Notification from MPR&L is effective upon receipt.

Item 7130 - Cars Held for Loading

Applicable to rail-controlled cars held for loading.

A. Demurrage computation will be calculated accordingly:

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1. Constructive Placement Time will be computed from the first 0001 until order in time. If constructively placed, demurrage will be computed from 0001 of the want date.
 2. Industry Time will be computed from the first 0001 time until released.
 3. If a car is placed prior to the want date, charges will be computed from 0001 of the want date. Demurrage days will accrue until the car is released.
 4. On a reloaded car without car order, demurrage will be computed from actual placement after advice is received that the car is empty until the car is released as a load.
 5. When the customer releases a car prior to the car order want date:
 - i. If the car placement is prior to 0001 of the date notification is received that the car is available for movement, time will be computed from the first 0001.
 - ii. If car is placed on the same date notification is received that the car is available for movement, time will be computed from the first 0001 following date notified.
 6. One debit will be assessed for every demurrage day. For application of credits and charges, see Item 7160.
 7. For Holidays and other Non-chargeable days, see Appendix B.
-

Item 7140 - Cars Held for Unloading

Applicable to rail-controlled cars held for unloading.

- A. Demurrage computation will be calculated accordingly:
 1. Constructive Placement Time will be computed from the first 0001 until order in time.
 2. Industry Time will be computed from the first 0001 until released.
 - B. One debit will be assessed for every demurrage day. For application of credits and charges, see Item 7160.
 - C. For Holidays and other Non-chargeable days, see Appendix B.
-

Item 7150 - Cars Held for Purposes Other than Loading and Unloading

This provision applies to cars held while awaiting proper disposition or in connection with a diversion request. Loaded and empty cars consigned or waybilled for delivery to a connecting carrier, which are held on railroad tracks under constructive placement or loaded cars received from connecting carrier and held for forwarding instructions, are subject to governing provisions and charges.

- A. Chargeable time will be computed from the first 0001 after actual or constructive placement until

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one of the following:

1. Disposition advice is received by MPR&L
 2. Car is ordered or refused
- B. On cars received from connecting carrier, chargeable time will be computed from actual receipt by MPR&L until date and time of disposition.
- C. One debit will be assessed for every demurrage day. For application of credits and charges, see Item 1100.

Item 7160 - Calculation of Loading, Unloading, and Other Demurrage Charges and Applicable Credits

**Table 1
Transaction Type: Demurrage as covered in Section 7-A**

Car Types	Applicable Credits (See Note 3)	Chargeable Amount	Excess Charge Begins After Third Chargeable Debit Day (Per Day/Per Car)
Loading Car Kinds as provided in Item 7100	1	\$75	\$150 (See Note 2)
Loading Excludes Car Kinds provided in Item 7100	1	\$75	\$0
Covered Hoppers (Grain and Grain Products)	1	\$150	\$0
Covered Hoppers (Whole Grains: Wheat, Durum and Barley)	2	\$150	\$0
Unloading Car Kinds as provided in Item 7100 (Subject to Note 4)	2	\$75	\$150 (See Note 2)
Unloading Excludes Car Kinds provided in Item 7100	2	\$75	\$0
Stragglers for Ag Unit Trains, and Ag Shuttles (Section 7-E)	2	\$75	\$0
Other than Loading or Unloading (Item 7150)	0	\$75	\$150
Refused Loaded Car Kinds as provided in Item 7100	1	\$75	\$150
Refused & Rejected Loads Excludes Car Kinds provided in Item 7100	2	\$75	\$0
Loading Car Kinds as provided in Item 7100 (Subject to Note 5)	5	\$75	\$0
Unloading Car Kinds as provided in Item 7100 (Subject to Note 5)	5	\$75	\$0
Loading Car Kinds as provided in Item 7100 (Subject to Note 6)	1	\$250	\$0
Unloading Car Kinds as provided in Item 7100 (Subject to Note 6)	1	\$250	\$0

Note 1: Number of credits allowed for each car released to MPR&L.

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Note 2: Modified Straight Plan Excess Charge Application:

- A. Daily charges assessed against an individual car held more than three chargeable debit days.
- B. Any excess credits on an individual car cannot be carried forward in the calculation of demurrage on any other car and may not be offset by credits and must be paid.

Note 3: Provisions of this note eliminated.

Note 4: Early Unloading Credit Application:

- A. Cars moving in MPR&L revenue line haul service will receive one early unloading credit if the Customer has unloading capacity and car is ordered for placement before 12:01 a.m. of the day following car arrival in the serving yard.
- B. Early unloading credits earned can only be used in the billing cycle the record closes and will be totaled for the billing cycle and subtracted from the total chargeable debits excluding excess charges.
- C. Early unloading credits earned in one billing cycle may not be used to offset debits in another billing cycle and can only be applied to unloading demurrage charges assessed under this Section excluding excess charges.
- D. Early unloading credits cannot be applied to excess charges.
- E. Early unloading credits earned by customers having two or more facilities at the same or separate station cannot be combined.
- F. Non-credit or team track customers cannot earn early unloading credits.

Note 5: Wind Cars

- A. Demurrage for the unloading and loading of wind cars will default to charges outlined in Item 7160 when power does not stay with the train.

Note 6: Heavy Duty Detention Charges

- A. Applicable to QTTX, KRL, LNAC, and ALT marked railcars with load limits in excess of 200,000 lbs. and any commercial, rail-controlled railcar with a load limit in excess of 240,000 lbs.
- B. Excludes STCCs: 3511206, 3511207, 3511208, 3511209

SECTION 7-C

Item 7200 - Private Equipment Storage Program

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- A. Chargeable storage days accrued will be calculated separately for the following transactions listed.
 - 1. Cars held for initial placement on Private Tracks (see **Item 7210**).
 - 2. Cars held for Loading on Rail-Controlled or Team Tracks (see **Item 7220**).
 - 3. Cars held for Unloading on Rail-controlled Tracks (see **Item 7230**).
 - 4. Cars held for purposes other than loading and unloading (see **Item 7240**).
 - B. Storage charges will begin based on notification and placement times in Item 7250 Table 1 and charges will be assessed at \$75 per day, per car.
 - C. Charges will be assessed against the receiving party and they will be responsible for payment of such charges.
-

Item 7210 - Cars Held for Initial Placement on Private Tracks

Applicable to constructively placed loaded and empty private cars held on rail-controlled tracks for initial placement.

- A. If cars cannot be actually placed, notification will be sent and charges will subsequently begin.
 - B. Charges will continue while held on railroad tracks, until request for placement on private or leased tracks is received.
 - C. Each chargeable day or portion of a day will be assessed based on Item 7250.
 - D. For non-credit customers, MPR&L will authorize a car for placement or release when instructions are received from a customer and payment of any accrued charges has been made.
-

Item 7220 - Cars Held for Loading on Rail-Controlled or Team Tracks

Applicable to empty private cars held for loading on rail-controlled or team tracks.

- A. If cars are not able to be loaded, notification will be sent and charges will subsequently begin.
 - B. Charges will begin after actual or constructive placement time of a car until the car is released and forwarding instructions are received or request for placement on private or leased tracks is received.
 - C. On a reloaded car, charges will be assessed from the first 0001 after advice is received that the car is empty until the car is released as a load.
 - D. Each chargeable day, or fraction thereof, will be assessed based on Item 7250.
-

Item 7230 - Cars Held for Unloading on Rail-Controlled or Team Tracks

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Applicable to loaded private cars held for unloading on rail-controlled or team tracks.

- A. If cars are not able to be unloaded, notification will be sent and charges will subsequently begin.
- B. When a car is unloaded and then reloaded, empty release information must be furnished. If not furnished, charges will be continuous until forwarding instructions are received.
- C. Charges will begin after actual or constructive placement time of a car until the car is unloaded and released.
- D. Notification and actual placement date and time will determine storage fee start times.
- E. Each chargeable day, or fraction thereof, will be assessed based on Item 7250.

Item 7240 - Cars held for Purposes other than Loading, Unloading, or Initial Placement

This provision applies to loaded or empty private railcars held while awaiting proper disposition in connection with a loaded or empty car diversion request.

- A. Chargeable time will be computed from the first 0001 after actual or constructive placement to a rail-controlled or team track or constructive placement to private track until one of the following:
 - 1. Disposition advice is received by MPR&L
 - 2. Car is ordered or refused
- B. For cars received from connecting carrier or private tracks, chargeable time will be computed from the first 0001 after a car is received by MPR&L until date and time of disposition.
- C. Each chargeable day, or fraction thereof, will be assessed based on Item 7250.

Item 7250 – Notification Times and Calculation of Charges

Table 1
Notification Schedule: Storage as covered in Section 2

Storage Fee Start Times							
Time	M	T	W	Th	F	S	Su
12 am – 5 pm	1st 0001	1st 0001	1st 0001	1st 0001	1st 0001	2nd 0001	2nd 0001
5 pm - 12 am	2nd 0001	2nd 0001	2nd 0001	2nd 0001	2nd 0001	2nd 0001	2nd 0001

Notes:

- 1. For notifications or placement occurring at times shown in Table 1 charges will be assessed.
- 2. Holidays within the calculation to the first 0001 or second 0001 will be excluded.

SECTION 7-D

Item 7300 - Assigned Car Storage

The rules and charges in this Section apply to railroad owned or controlled cars, assigned to a given MPR&L customer pool at a specific location on MPR&L for their sole use.

Item 7310 - Notification

When a car subject to this Section arrives at the designated point of assignment or serving yard, notice containing the car initials and number shall be sent or given assignee. In the event such car cannot be reasonably accommodated at designated point of assignment, the car will be held at any available hold point and notice will be sent or given containing advice of such holding. An additional notice will not be required when the car reaches the designated point of assignment.

Item 7320 - Calculation of Storage Charges

- A. Storage will be computed from the first 0001 after notification until car want date.
 - B. Charges will be calculated and billed on all cars released from storage during each billing cycle.
 - C. Once storage charges commence, charges are applicable on all days, including Sundays and Holidays.
 - D. The number of chargeable storage days will be assessed at \$25 per day.
-

SECTION 7-E

Item 7400 - General

This applies to any party loading or unloading a train made up entirely of a single STCC code or commodity as defined below that is to be placed and released as required as a whole unit, and in which locomotive power remains with the train throughout loading/unloading unless otherwise provided. Charges, times and events described apply to rail-controlled and private equipment for all customers utilizing the defined rules and rates. Cars separated from a unit train because of mechanical failure or other railroad issues and arriving at destination on different day than the unit train will be treated under the provisions in Section 7-A or Section 7-B as determined by car ownership.

Item 7410 - Shuttles Held for Loading

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Loading is complete when train is in conformity with MPR&L loading and clearance rules, advice the train is available for movement has been received, and the furnishing of forwarding instructions have been furnished.

Release:

- A. Date and time that MPR&L receives forwarding instructions as required by MPR&L and advice that train is available for movement.
- B. Trains placed on industrial interchange tracks of a loader doing its own switching, including those tracks of an industrial switch line acting as Agent of loader, must also be returned to the industrial interchange track for release.

Calculation:

- A. Demurrage will be computed from the time of constructive placement and continue until train is ordered to spot or if constructively placed in route will continue until train departs hold point. Industry time will be calculated from placement or want date and time until loading is completed as defined in this item.
- B. Each train will be allowed 24 hours free time for loading.
- C. Constructive placement, industry and hold for billing times will be added together and free time subtracted.
- D. Each hour or fraction of hour beyond free time will be charged at \$600 per hour per train.

Item 7420 - Shuttles Held for Unloading

Release:

- A. Date and time that MPR&L receives advice that train is empty and available for movement. Trains placed on industrial interchange tracks of an unloader doing its own switching, including those tracks of an industrial switch line acting as Agent of unloader, must be returned to the industrial interchange track for release in order to be considered available for movement.

Calculation:

- A. Demurrage will be computed from the time of constructive placement and continue until train is ordered to spot. Trains constructively placed in route will remain on demurrage until train departs hold point. Industry time will start when train is placed and continue until train is released.
 - B. Each train will be allowed 24 hours free time for unloading.
 - C. Constructive placement and industry time will be added together and free time subtracted.
 - D. Each hour or fraction of hour beyond the free time will be charged at \$600 per hour, per train.
-

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Item 7430 - Straggler Cars (Shuttles Only)

- A. Straggler cars shall be treated as single cars upon arrival to the serving station and straggler provisions in Section 7-A of this Book will apply.
 - B. Cars identified as overloaded, having a shifted load or otherwise required to be set out due to Shipper or Shipper's Agent failure to conform to MPR&L's loading guidelines shall not be considered as a Straggler car and will be subject to applicable overload, diversion, and reduction or transload rules and charges as identified in Section 7-A.
-

Item 7440 - Unit Crude Trains (STCC 1311110) Held for Loading and Unloading Calculation

A. Computation:

1. Demurrage for constructive placement status (CP) will be computed from the time of (CP), and will remain on demurrage until the train departs the CP location.
 2. The total amount of CP time for each train will added together and rounded to the nearest hour. Up to 6 hours of CP Free Time will be given to each applicable train. When the 6 hours has expired and the train has not been allowed to advance demurrage fees will commence from the constructive placement time at a rate of \$600 per hour per train.
 3. Trains constructively placed in route to another carrier will be governed by Item 5110.
 4. Industry time will be calculated from placement time (AP) until loading or unloading is complete, and the train is released for departure with proper billing in place (RI).
 5. The Industry time for all trains released back to MPR&L within a calendar month will be added together and divided by the number of trains released, resulting in an Average Industry time, which will be rounded down to the last completed hour.
 6. If the Average Industry time is greater than 24 hours, then demurrage charges will be assessed by multiplying \$300 times each hour in excess of 24 hours, times the total number of trains released in the calendar month.
 7. If the Average Industry time is less than 18 hours, then demurrage credits will be given by multiplying \$300 times each hour less than 18 hours, times the total number of trains released in the calendar month.
 8. Accrued credits are to be used only to offset accrued constructive placement fees during the same calendar month. Should the net of credits and debits reach zero then no bill will be assessed and excess net credits are also zeroed out for that month.
 9. All days are chargeable or eligible for credits.
-

Item 7450 - Other Unit Trains Held for Loading and Unloading Calculation

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A. Computation:

1. Demurrage will be computed from the time of constructive placement, and will remain on demurrage until train departs hold location. Industry time will be calculated from placement time (AP) until loading or unloading is complete, and the train is released for departure with proper billing in place (RI).
2. Free Time and hourly rate for each train are listed below in Item 7460, except for trains constructively placed in route, which are governed by Item 7480.
3. Constructive placement, industry time and hold for billing will be added together and rounded up to the nearest hour, from which free time will be subtracted.
4. All days are chargeable.

Item 7460 – Other Unit Train Free Time

Commodity	STCC	Hourly Rate	Free Time
Broken/Crushed Stone	14219	\$600	12 Hours
Wind (See Note 1)	3511206 , 3511209 , 3533137	\$600	12 Hours
Dry Distilled Grains	20823 , 20859	\$600	12 Hours
Gluten Feed	2042175	\$600	12 Hours
Canola Meal	2093922	\$600	12 Hours
Soybean Meal	2092314	\$600	12 Hours
Taconite	10-111 , 10-112 , 10-113	\$600	12 Hours
All Other Unit Trains	Varies	\$600	12 Hours

Note 1: If power remains with the train set, then free time and hourly rate for “All Other Unit Trains” applies.

Item 7470 – Activities Other than Standard Train Operations

- A. Upon reasonable request by Shipper or Consignee, MPR&L will remove locomotive power and release crew from Shipper/Consignee location. Shipper/Consignee shall pay a release of power charge of \$6,000 per occurrence plus any miscellaneous switching charges that may apply. The provisions of this item apply only when a designated unit train is to be stored for greater than 72 hours when notification is made prior to train arrival or more than 96 hours once the train has been placed. In the event that notification to MPR&L is insufficient under the terms stated above, demurrage may be computable until MPR&L removes locomotive power, and charges may apply as identified in Items 7410, 7420 or 7470.
- B. Upon reasonable request by Shipper/Consignee, or as required by other items herein, MPR&L will deliver a Unit Train to or pick-up a Unit Train from a maintenance facility, storage track, interchange point or other location on the route-of-movement. If release of locomotive power is required, Shipper/Consignee shall pay MPR&L a release or pick-up power charge of \$6,000 per occurrence plus any miscellaneous switching charges assessed by another carrier or entity that may apply.
- C. If, in the context of item B above, MPR&L is required to separate the loaded or empty train set into

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blocks of cars or singles, switch fees will apply.

- D. If MPR&L arrives at a maintenance facility, storage track, interchange or other location on the route-of-movement to drop-off or pick-up a Unit Train and the location of Unit Train is not available for any reason, an additional charge of \$6,000 per occurrence shall apply.
- E. If release of locomotive power occurs, all rail-controlled cars on industry tracks and private cars on rail-controlled tracks will be assessed any applicable charges per Sections 1 or 2 until power is restored, in addition to the \$6,000 removal of power fee.
- F. The provisions of this Item are intended for the non-routine use by Shippers in response to extraordinary circumstances and may not be used to circumvent otherwise applicable charges that may apply, including charges resulting from the expiration of Loading or Unloading Free Time as identified in Items 7410, 7420 or 7460 as applicable.

Item 7480 - Trains Constructively Placed in Route

Any loaded or empty train destined to an offline station held at, or short of, interchange point will be charged at \$600 per hour. Demurrage will be computed from the time of constructive placement and continue until train departs hold point. Each train constructively placed in route will be allowed no free time.

- A. All applicable charges will be due from the shipper as stated on the bill of lading.

Item 7490 - Planned and Unplanned Shutdown

- A. Planned shutdown information must be communicated in writing to the designated railroad representative and must be acknowledged with a return email.
- B. In the event of an unplanned shutdown, customer is responsible for demurrage for the first 24 hour period after the load/unload window. If a situation calls for an extended shutdown, then the customer must contact MPR&L during the load/unload window. An email must be sent to the designated railroad representative no more than 24 hours after the occurrence including date, time and individual within MPR&L they contacted.

MidWest Pacific Rail Net & Logistics

10100 N. Ambassador Dr. Suite 105

Kansas

City,

MO

64153

AND

The originating Carriers as follows:

BGCM

600 N. Riverside Ave

Orofina, ID 83544

951-776-4736

info@midwestpacifierr.com

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Dakota Southern

408 E Prospect
Chamberlain, SD 57325
951-776-4736
info@midwestpacificrr.com

Fremont Northern

1835 N. Somers Ave
Fremont, NE 68025
951-776-4736
info@midwestpacificrr.com

Ozark Valley Railroad

225 S. Jefferson St.
Mexico, MO 65265
951-776-4736
info@midwestpacificrr.com

S&S Shortline

10100 Ambassador Road Suite 105
Kansas City, MO 64153
951-776-4736
info@midwestpacificrr.com

St. Maries River Railroad

318 N. 10th St
St. Maries, ID 83861
951-776-4736
info@midwestpacificrr.com

WIR

417 S. Park Ave
Rosalia, WA 99170
951-776-4736
info@midwestpacificrr.com

SECTION 7-F

Item 7500 - Charges on Cars Containing Explosives or Hazardous Materials

A. Any loaded car containing Explosives or Hazardous Materials that is held on MPR&L tracks,

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including team tracks, is subject to a charge of \$75 per day. The \$75 per day charge will be in addition to, and run concurrent with, the applicable per day demurrage charge named in Section 7-A and 7-B of this Book.

- B. Explosives are defined as Class A, B and C Explosives as named in Part 172, Commodity List, and Tariff Bureau of Explosives (BOE) 6000-Series.
- C. 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.
- D. Charges assessed under this Item cannot be offset by credits named in Section 7-A.

Item 7510 - Definition of Inhalation Hazard and Explosives

This Section covers hazardous commodities designated as toxic/poison inhalation hazard, radioactive material and explosives. List of STCC numbers are shown in this Book. In the event of a conflict between Items in this Section and with other parts of this Book, this Section will take precedent.

Item 7520 - Loaded or Empty Cars Can Be Placed on Railroad-Controlled or Team Tracks for Loading and Unloading

MPR&L will allow the loading or unloading of any commodities listed in this Book, Item 7130 on any team track owned or leased by MPR&L.

Item 7530 - Calculation and Definition of Capacity Charges for Inhalation Hazard and Explosives

The provisions of Section 7-A for Rail-Controlled equipment and Section 7-B for Private Equipment apply, except as provided in this section.

- A. Charges will be assessed on cars constructively placed, and cars without proper forwarding instructions received from:
 - a. Connecting Carrier
 - b. Pulled from private tracks
 - c. Held on MPR&L tracks, moving from the United States to Canada, or from Canada to the United States or from Mexico to the United States, or from United States to Mexico that requires customer entry and/or government inspection. Car will be considered released at time customer clearance is obtained.
- B. Charges will computed from the first hour after notification of constructive placement, cars received without proper forwarding instructions from connecting carrier or pulled from private tracks and continue until a closing event is received.

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- C. Total hours will be divided by 24 to determine number of demurrage days. Charges will be assessed for each demurrage day, or fraction thereof, including Saturdays, Sundays and holidays as shown in Table 1.

Car Type	First Chargeable Day	Subsequent Chargeable Days
Loaded Cars Containing Inhalation Hazard Materials, Radioactive Materials or Explosives	\$1,500	\$2,500

In addition to the above charges, consignees or consignors will be liable for all Federal, State, and Local penalties or fines which may be assessed for the holding of railroad-controlled cars on railroad controlled tracks when party to the bill of lading has impeded delivery of the car. Consignees or consignors will be responsible for any cost incurred by MPR&L for providing protection or surveillance of any commodities subject to this Section while held on MPR&L property.

Appendix

Appendix A: Index of Terms

Actual Placement: When a car is placed in an accessible position for loading or unloading or at a point designated by the consignor, consignee or party loading or unloading the car or as reasonably designated as an accessible placement location by the railroad.

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 the Official Railway Equipment Register.

Billing Cycle Record: A record for private car that is in constructive placement status awaiting disposition or order for placement at midnight on the last day of each billing cycle resulting in the computation of time and applicable charges.

Bunching: An event where cars originating at the same point on several different dates, moving via the same route and consigned to one consignee at one point are grouped together and tendered for delivery by MPR&L in accumulated numbers.

Bunching Common Point: MPR&L locations where cars originating at several different points arrive and are transported via the same MPR&L route to destination in a large group and are tendered for delivery by MPR&L in accumulated numbers are considered bunched after interchange or arrival at the common point. In this event, the date of interchange or arrival of the cars at the MPR&L common point will govern in determining the bunching instead of the shipment date.

Car: see Rail Equipment

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Carrier: Includes MPR&L and all of its connecting linehaul and switching railroads on any shipment for which this Rule Book applies.

Car Order Want Date: The date for which customer requested car for loading.

Chargeable Day: A twenty-four (24) hour period, or fraction thereof.

Chargeable Debit: The difference between the debits applied to a car minus any earned or allowed credits.

Closing Event: The event in a car cycle that closes the cycle and results in computation of time and applicable charges.

Commodity: The contents in the equipment (loaded or empty) described on the forwarding instructions. The actual commodity corresponds to an associated STCC (See STTC).

Consignee: The party designated on the bill of lading as the consignee.

Consignor: The party designated on the bill of lading as the consignor (i.e. Shipper).

Constructive Placement: When a car cannot be actually placed or delivered because of any condition attributable to the consignee, consignor, loader or unloader, such car will be held by MPR&L short of actual placement and notice will be sent or given to the party entitled to receive notification that the car is held awaiting disposition instructions. Such cars which have been placed by MPR&L on private or other than team tracks, including lead tracks serving the loader or unloader will be considered constructively placed without notice.

Constructive Placement Time: The time from constructive placement notice until a car is ordered for placement.

Credit: A non-chargeable demurrage day granted for an originating MPR&L revenue line-haul service, excluding private equipment.

Debit: See description of term for Demurrage Day.

Demurrage Day: A twenty-four (24) hour period, or fraction thereof, also referred to as “Debit” or a fraction thereof.

Disposition: Information, including forwarding instructions and/or release, which allows the railroad to either tender or release the car.

Diversion: The term “Diversion” can be used interchangeably with “Reconsignment” and means any request for change in the bill of lading, waybill, service order, or shipping document applicable to cars that are in MPR&L’s possession as a line haul carrier.

Empty Release Information: Advice by unloader or consignee given to an authorized representative of MPR&L that a car is partially or completely unloaded and available to MPR&L.

EUJ Day: A twenty-four (24) hour period or fraction thereof (see Extended Use Fee).

Excess Charge: A specified daily charge applied to a car when chargeable debit days have been exceeded as specified in individual items.

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Extended Use Fee: A charge for a mechanical device used to control temperatures in rail cars.

Free Time: Duration from the time that Actual Placement occurs that a customer is granted to load or unload the Unit Train. Demurrage charges begin to accrue when the allowed Free Hours for the identified commodity have been exceeded and a Release has not been communicated to MPR&L through the required process.

Freight Payor: The party responsible for payment of the line haul freight charges to the billed destination of record at the time of the diversion request.

Forwarding Instructions: A bill of lading or other suitable instructions given to an authorized representative of MPR&L that contains all of the necessary information which allows for the immediate movement under either line haul or switching rates of MPR&L.

- When "forwarding instructions" are furnished covering line haul movement, information must include the shipper, consignor, consignee, destination, route, commodity description, whether prepaid or collect, and full instructions relative to stop-offs.
- Advice received by MPR&L to move a car from a shipper's loading or storage track to MPR&L yard or hold track to be held for "forwarding instructions," whether furnished by the party loading the car or another party, or a bill of lading or an order consigning the car to an Agent of MPR&L which has no beneficial interest in the lading, does not constitute "forwarding instructions" or a release from demurrage/storage.
- 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.

Initial Placement: The actual placement, subsequent to arrival or interchange receipt at destination, of a private car on private tracks.

Industrial Interchange Track: Designated delivery or receipt track or tracks for the exchange of cars between carrier and customer performing their own switching including industrial switch line acting as Agent for Customer.

Industry Time: The time from actual placement or notification of 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.

Leased Track: A track assigned to a customer through a written lease agreement and is considered the same as a private track for demurrage purposes.

Loader: Party physically loading the car.

Loading: The loading of a car, unit train or shuttle in conformity with MPR&L loading and clearance rules, advice that the equipment is available for movement and the furnishing of forwarding instructions.

Loading Facility: Equipment necessary to load the desired commodity at origin to the Unit Train and any support facilities used in the handling of the desired commodity including rail trackage, storage facilities,

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load-out facilities and necessary systems used for moving the commodity from the storage and all intermediate phases to the load-out facility.

Non-Credit Customer: Any customer that has not established credit under the MPR&L credit policy guidelines.

Normal Business Hours of Business Day: These terms refer to the hours specified services are available. Normal business hours are from 9:00 a.m. to 5:00 p.m. CST on Monday through Friday. Diversion requests via fax received outside of the normal hours will be dated and processed the next business day. Orders will only be executed if car is still available for diversion as specified in the rules.

Order in Customer: A customer who, by prior arrangement, has notified MPR&L that cars shall not be placed, or considered to be placed, for loading or unloading, until MPR&L has received an order for placement from said customer. Until such order for placement is received, cars will be on constructive placement.

Order in Time: 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. This order in request must be made in accordance with the instructions provided by MPR&L on the Constructive Placement Notice. The date and time that MPR&L receives the order for placement will be considered the Order In Time and this time will be made part of that car's demurrage record, except when MPR&L receives a request with a future order date, the request must include a date and time of the future order, this date and time will be made part of that car's demurrage record.

Person: Any entity accepting a railcar from MPR&L, or on behalf of MPR&L, including, but not limited to, Operating Customer, Transloader, Warehousemen, Business Park Operators, Industrial Park Operators, Logistics Park Operators, Agents and Third Party Logistics Providers.

Pre-Release: A notification given to the carrier by a customer advising train will be ready for movement in a set amount of time. A pre-release does not constitute a release for demurrage purposes.

Private Car: A car which is not a railroad owned or controlled car.

Private Track: Any track which is not owned or leased by a railroad.

Public Delivery Track: Any track for use by the general public for loading and unloading (i.e. Team Track).

Rail Car: A railcar of any description.

Rail Equipment: Used in the transportation of goods between points on a rail network, including, but not limited to, locomotives and "Car(s)" which is equipment under ownership or control of MPR&L, another carrier, or leased/owned by a private party.

Railroad-Controlled Car: A car owned or controlled by a railroad including those bearing other than railroad reporting marks provided to a railroad directly by car companies or others for use by a railroad in serving any of its customers.

Railroad-Controlled Tracks: Any track designated by MPR&L not defined as a leased track or private track.

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Receiving Party: Person accepting delivery of a railcar.

Refused Car: A car refused without being loaded or unloaded.

Release: The following will constitute Release:

1. Except as otherwise provided in this Book, the term “release” means the notification received from loader or unloader that loading or unloading of a car has been completed and the car is available for movement and forwarding instructions have been received, if applicable.
2. Date and time that MPR&L receives forwarding instructions and advice that a car is available for movement and payment of any accrued charges from non-credit customers.
3. Cars placed on industrial interchange tracks of a customer doing its own switching, including those tracks of an industrial switch line acting as Agent of Customer, will be removed from track and considered received and held for disposition.
4. If a car is refused or rejected.

Reshipped/Reshipment: The entire original shipment is forwarded in the same car to another destination.

Shipper: Person, party or legal entity shipping the equipment from origin, usually the person sending the forwarding instructions (see Consignor).

Shuttles: A train loaded or unloaded by a customer under special provision in Section 7-E of this Book.

Spot on Arrival: MPR&L, without notification, will place cars for loading or unloading immediately upon their availability for placement.

Spot on Arrival Customer: Cars for loading or unloading are ordered to the facility if capacity is available. If constructive placement of a car is necessary, the car will not be placed for loading or unloading until MPR&L has received an order for placement. If a customer has elected automatic ordering of constructively placed cars, as cars are released and spotting capacity is made available, equipment will be ordered in.

Storage Day: A twenty-four (24) hour period or fraction thereof.

Straggler: Cars that were loaded or unloaded as part of a Shuttle but were removed from the Shuttle while in route to the identified loading or unloading facility by MPR&L due to being identified as “bad order”. Cars removed from a Shuttle due to being overloaded, having a shifted load, or other reason attributed to the Shipper shall not be identified as a Straggler.

Team Track: Any track designated by MPR&L for use by the general public for loading and unloading (i.e. Public Delivery Track).

Time: Local time applicable.

Tendered for Delivery: All cars made available to a customer that have been constructively placed or ordered for placement on the same day.

Unit Train: Any assemblage of like cars with MPR&L supplied locomotives and end-of-train devices necessary for the movement of a desired commodity of a particular STCC code.

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Unloader: Party physically unloading a car.

Unloaded/Unloading: The complete or partial unloading of a car, unit train or shuttle and advice the equipment is available for movement and the furnishing of forwarding instructions when required.

Unloading Facility: Equipment necessary to unload the desired commodity at the destination from the Unit Train, and all support facilities necessary to the unloading of the desired commodity to a storage location, including rail trackage, unloading facilities and necessary systems used for moving the commodity from the unloading facility.

Appendix B: Holiday Tables and Non-Chargeable Days

Non-Chargeable Time: All non-chargeable times include the Holiday Tables and the following:

1. Holidays within the calculation of storage for private equipment to the first 0001 and/or 1200 will be excluded.

A. Rail-Controlled Equipment Holiday Table:

US Holiday	Date	Description
New Year's Day	January 1	
Martin Luther King Day	Varies	3 rd Monday in January
Presidents' Day	Varies	3 rd Monday in February
Good Friday	Varies	Friday before Easter
Memorial Day	Varies	Last Monday in May
Independence Day	July 4	
Labor Day	Varies	1 st Monday in September
Thanksgiving Day	Varies	4 th Thursday in November
Day after Thanksgiving	Varies	4 th or 5 th Friday in November
Christmas Eve	December 24	
Christmas Day	December 25	
New Year's Eve	December 31	