

# **Wheeling and Lake Erie Railway Co.**

## **TARIFF WE 40341-A**

### **GENERAL RULES FOR UNLOADING AND HANDLING OF BULK COMMODITY TRAINS**

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Issued : October 7, 2002

Amended – November 1, 2003

Issued by  
Richard J. Elston  
Vice President Marketing and Sales  
Wheeling and Lake Erie Railway Co.  
100 East First Street  
Brewster, OH 44613

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**Table of Contents**

	<u>ITEM</u>	<u>PAGE</u>
<b>Table of Contents</b> -----		Page 1
<b>Check Sheet</b> (List of New & Revised Pages)-----		Page 2
<b>General Information</b>		
Application -----	Item 100 -----	Page 3
Other Rules-----	Item 125 -----	Page 4
<b>General Definitions</b> -----	Item 200-----	Page 5
<b>Destination Unloading Rules</b>		
Unloading and Unloading Facilities-----	Item 310-----	Page 6
Unloading Time-----	Item 340-----	Page 7
Constructive Placement-----	Item 350-----	Page 8
Unloading Disability-----	Item 360-----	Page 9
Frozen Commodity; Residual Commodity-----	Item 380-----	Page 10
<b>Holding or Release of Train Crews and/or Locomotives</b>		
Hold Charge-----	Item 500-----	Page 11
Locomotive Release Charge -----	Item 550-----	Page 12
<b>Miscellaneous Handling of Railcars</b>		
Railcar Storage Charge-----	Item 640-----	Page 13
Closing Hopper Railcar Doors-----	Item 680-----	Page 14

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**CHECK SHEET**

All pages contained in this Tariff are listed consecutively by number and revision number. The pages of the Tariff bear issue dates that are the same as, or prior to, the issue date of this page. "0" in the revision column indicated an original page. A figure in the revision column indicates which revision of the page is the current version.

<b><u>PAGE</u></b>	<b><u>REVISION</u></b>
Title Page-----	0
1-----	0
2-----	0
3-----	0
4-----	0
5-----	0
6-----	0
7-----	0
8-----	0
9-----	0
10-----	0
11-----	0
12-----	0
13-----	0
14-----	0

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**General Information****ITEM NO. 100 – Application**

The rules contained in this Tariff apply on bulk Commodity Trains unloading at WLE-served Destinations in Ohio and Pennsylvania when such Trains move i) under Tariff or Circular unless such Tariff or Circular has more specific provisions, or ii) under a Contract or Letter Quote that adopts the rules in this Tariff by general or specific reference. This Tariff does not apply to service provided by other rail carriers.

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**General Information**

**ITEM NO. 125 - Other Rules**

This Tariff adopts by reference the following publications:

Standard Transportation Commodity Code ----- Tariff 6001-series

Uniform Freight Classification Tariff-----UFC 6000-series

National Service Order Tariff----- NSO 6100-series

Official Railway Equipment Register-----RER 6412-series

Official Open and Prepay Station List----- OPSL 6000-series

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**General Definitions****ITEM NO. 200 - General Definitions**

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

- A. Commodity shall mean Coal or Coke, NEC mined or produced at or near an Origin bearing a Standard Transportation Commodity Code (STCC) which begins with the first three digits 112 or 299, respectively, as set forth in Tariff 6001-Series.
- B. Customer shall mean the party who is paying the freight charges under the Price Document.
- C. Destination(s) shall have the meaning specified in the Price Document.
- D. Final Crew Change Point shall mean that station on the Railroad where Train crews are regularly changed immediately prior to Train arriving at Destination.
- E. Unloading Facility (ies) shall mean the structures and equipment necessary to unload Trains at Destination and the following support facilities vital to the unloading of Commodity.
- F. Origin(s) shall mean the rail station location, as designated in the Open and Prepay Station List OPSL 6000-Series, of the loading facility specified in the Price Document.
- G. Price Document shall mean a transportation service agreement, letter quote, tariff, Tariff, or other document that establishes the rate and specific service terms applicable to a movement.
- H. Railroad shall mean Wheeling and Lake Erie Railway Co. and any other Railroad(s) named in the Price Document.
- I. Release shall mean date and time shipping instructions are given to the Railroad by the Unloading Operator.
- J. Receiver shall mean the customer or the company acting on behalf of Customer, who is paying the freight charges under the Price Document.
- K. Railcar shall mean a railcar placed in service under the Price Document.
- L. Train shall mean a set of open-top railcars operated as a single unit intact from Origin to Destination or to or from a connecting railroad at a designated interchange point.
- M. Unloading Free Time shall have the meaning specified in the Price Document.
- N. Unloading Detention Charge shall have the meaning specified in the Price Document.
- O. Unloading Disability shall have the meaning specified in the Price Document.
- P. Unloading Time shall have the meaning specified in the Price Document.
- Q. \$ shall mean United States Dollars.

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## Origin Unloading Rules

### **ITEM NO. 310 - Unloading and Unloading Facilities**

Receiver or Receiver's Unloading Operator shall be responsible for the unloading of railcars, including, providing Unloading Facilities.

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## Tariff WE 40341-A

**Destination Unloading Rules****ITEM NO. 340 - Unloading Time**

1. A Train's unloading time shall commence when the Train has arrived at Receiver's Unloading facility or when the Train is constructively placed as defined in Item 350, and shall end when unloading of the Train is completed and Receiver's Unloading Operator has released the Train ("Unloading Time").

2. Receiver shall pay no additional charge if Receiver or Receiver's Unloading Operator Releases the Train within the forty-eight (48) hours of Unloading Time ("Unloading Free Time") or if Equipment provided under the Price Document is provided free of car hire payments to the Railroad. For each hour or fraction thereof that a Train's Unloading Time exceeds its Unloading Free Time, Receiver shall pay Railroad an Destination Detention Charge of \$350; PROVIDED, HOWEVER, that when a Unloading Disability under Item 360 occurs during a Train's Unloading Free Time, Receiver's Unloading Free Time shall be extended for the duration of Unloading Disability Time as defined in Item 360; and, PROVIDED, FURTHER, that when a Unloading Disability occurs after a Train's Unloading Free Time expires, Receiver shall be required to pay an Destination Detention Charge for the duration of Unloading Disability Time.

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## Destination Unloading Rules

### ITEM NO. 350 - Constructive Placement

1. If, after a Train crew has been called for duty at the Final Crew Change Point, the Train cannot be positioned on Receiver's Unloading Operator's track at a Destination due to any cause attributable to Receiver or Receiver's Unloading Operator, in whole or in part, that Train shall be considered constructively placed for purposes of Item 340.
  
2. A constructively placed Train shall be held at the nearest available hold point as determined by Railroad. Immediately upon arrival of the Train at the hold point, Railroad shall notify Receiver or Receiver's Unloading Operator by radio or telephone, such notice to be confirmed in writing, or by electronic means of communication, of the date, hour and minute that hold time begins. Immediately upon departure of the Train from the hold point, Railroad shall notify Receiver or Receiver's Unloading Operator by radio or telephone, such notice to be confirmed in writing, or by electronic means of communication, of the date, hour and minute that hold time ends.
  
3. For purposes of computing the Unloading Time of a constructively placed Train under Item 340:
  - (a) the time elapsed while transporting a constructively placed Train from the hold point to a Unloading Facility shall be excluded from Unloading Time; and
  
  - (b) if the Train must reverse direction to reach an available hold point, the time elapsed from the Railroads' receipt of the hold notice to the return of the Train to the point of reverse direction shall be included in Unloading Time.

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## Destination Unloading Rules

### ITEM NO. 360 - Unloading Disability

“Unloading Disability” means any of the following events which are beyond the control of Receiver and/or Receiver’s Unloading Operator and directly results in the inability to unload Commodity from a Train at a Destination: an Act of God; a strike, lockout or other labor disturbance; a riot or other civil disturbance; snow and/or ice accumulation sufficient to immobilize Train operations and prevent unloading of such Train; governmental acts or regulations; or mechanical or electrical breakdown, explosion or fire in a Unloading Facility then being utilized by Receiver. “Unloading Disability Time” means the period of time for which Receiver or Receiver’s Unloading Operator is prevented from unloading a Train at a Destination due to an Unloading Disability. Receiver or Receiver’s Unloading Operator shall notify Railroad immediately by telephone (i) as to the nature and time of commencement of the Unloading Disability and (ii) as to the time of termination of the Unloading Disability. Receiver shall confirm such telephone notification in writing to Railroad within ten days after the Unloading Disability is terminated.

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**Destination Unloading Rules****ITEM NO. 380 – Frozen Commodity; Residual Commodity**

Commodity must be completely removed from each railcar during unloading. If Commodity is found remaining in a railcar, Railroad at its sole discretion may charge Receiver \$75.00 per railcar for delay, switching and removal of the Commodity in order to (but not limited to) insure the safe movement of railcars, optimize unloading capacity of railcar for subsequent loading, or provide completely empty railcars for subsequent loading.

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## **Holding or Release of Train Crews and/or Locomotives**

### **ITEM NO. 500 - Hold Charge**

If, at Customer's request, Railroad must hold, in a manner, time or place inconsistent with existing Railroad operating procedures for purposes of the Price Document, Train, locomotives and/or a Train crew, Receiver shall pay to Railroad a Hold Charge of \$350 for each hour or fraction thereof that each Train is held.

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## Holding or Release of Train Crews and/or Locomotives

### ITEM NO. 550 - Locomotive Release Charge from Customer owned or Leased Equipment

1. If Equipment provided under the Price Document is provided free of car hire payments to the Railroad, then, in lieu of paying or continuing to pay a Hold Charge, Destination Detention Charge or Unloading Detention Charge, Receiver can notify Railroad by telephone, confirmed in writing, that Receiver elects to release locomotives and/or a Train crew that has been called for or that is on duty, Railroad shall release such Train crew and/or locomotives, Receiver shall cease to incur a Hold Charge or Destination Detention Charge or Unloading Detention Charge from the time of such release, and Receiver shall pay to Railroad a Locomotive Release Charge of \$1650 per occurrence per Train. If Equipment is not provided free of car hire payments, this Item does not apply.
  
2. In addition to the circumstance described in Paragraph 1 of this Item, if Railroad must release, in a manner, time or place inconsistent with existing Railroad operating procedures for purposes of the Price Document, a Train crew that has been called for or that is on duty and/or locomotives due to any cause attributable to Receiver or Receiver's Unloading Operator except a Unloading Disability or Unloading Disability that occurs during such Train's Unloading Free Time or Unloading Free Time, Receiver shall pay to Railroad a Locomotive Release Charge in accordance with Paragraph 1 of this Item.
  
3. If there is a release under Paragraph 1 or Paragraph 2 of this Item, Railroad shall not call another Train crew and/or locomotives back to the Train until notified to do so by telephone, confirmed in writing, by Receiver, unless the Train is stored on available Railroad trackage and storage thereon is or becomes impracticable, in which case Railroad may call another Train crew and/or locomotives at its option. If, after the Train crew and/or locomotives have been released, the Train is stored on Railroad trackage, as directed by Receiver, Receiver shall pay a Railcar Storage Charge in accordance with Item 640.

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## Tariff WE 40341-A

**Miscellaneous Handling of Railcars****ITEM NO. 640 - Railcar Storage Charge**

If, at Shipper's verbal request, confirmed in writing, or after a release of a Train crew in accordance with Item 550, Railroad stores a railcar used in service under the Price Document on available Railroad trackage, Shipper shall pay to Railroad a Railcar Storage Charge of \$1.50 per each 24 hour period or fraction thereof of storage time for each Shipper Railcar and \$33 per each 24 hour period or fraction thereof of storage time for each stored Railroad owned railcar. For purposes of assessing the Railcar Storage Charge, storage time shall commence when the railcar is placed for storage and end when Railroad receives Shipper's request that the railcar be released from storage.

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## Miscellaneous Handling of Railcars

### **ITEM NO. 680 – Closing Hopper Railcar Doors.**

Receiver shall be responsible for the proper unloading of each railcar. It shall be the sole responsibility of the Receiver to close, latch and lock all doors on each hopper railcar before releasing the empty railcars to the Railroad. In the event Receiver is unable to close, latch, and lock all doors due to wear or damage to the doors Receiver shall, prior to release of the empty railcars, notify Railroad of the involved railcar (s) by initial and number and shall provide a description of the problem with the doors. If railcars are released empty to the Railroad and the doors are not closed, latched and locked, or if Receiver has not provided timely notice of its inability to close, latch or lock the door and a description of the problem, Receiver shall pay Railroad \$90.00 per railcar for failing to close and secure the doors.

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