

**WHEELING & LAKE ERIE RAILWAY COMPANY**  
**AND**  
**AKRON BARBERTON CLUSTER RAILWAY COMPANY**

**Freight Tariff WE 8001-O**



PROVIDING  
SWITCHING AND OTHER TERMINAL CHARGES;  
RULES GOVERNING ABSORPTION OF SWITCHING  
IN  
MARYLAND      OHIO      PENNSYLVANIA      WEST VIRGINIA

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**Issued by:**

Wheeling & Lake Erie Railway Company

100 East First Street

Brewster, Ohio 44613

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**ITEM 5—CANCELLATION NOTICE**

This tariff cancels Rates, Rules, Regulations and Charges published in the following Tariff:

WE 8001-N

**ITEM 10—LIST OF PARTICIPATING CARRIERS**

ABBREVIATION	NAME OF CARRIER
AB	Akron Barberton Cluster Railway Company
WE	Wheeling & Lake Erie Railway Company

**ITEM 15—REFERENCE TO TARIFFS, ITEMS, NOTES, GLOSSARY, RULES, ETC**

When references is made in this Tariff to Tariffs, items, notes, the glossary, rules, etc., such references are continuous and include supplements to and successive issues of such Tariffs and reissues of such items, notes, the glossary, rules, etc.

**ITEM 20—CONSECUTIVE NUMBERS**

Where consecutive numbers are represented in this Tariff by the first and last numbers connected by the word “to” or a hyphen, they will be understood to include both of the numbers shown.

If the first number only bears a reference mark, such reference mark also applied to the last number shown and to all numbers between the first and last numbers.

**ITEM 25—DESCRIPTION OF GOVERNING CLASSIFICATION AND EXCEPTIONS**

The term “Uniform Classification” when used herein means: Tariff UFC 6000-Series

**ITEM 30—NATIONAL SERVICE ORDER**

This Tariff is subject to provisions as shown in Tariff NSO 6100-Series.

**ITEM 35—EXPLOSIVES AND OTHER DANGEROUS ARTICLES**

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

**ITEM 40—CHANGES IN NAME OF FIRM OR INDUSTRY**

When a change in name of firm or industry, or change of ownership occurs, switching charges as shown in this Tariff will apply in connection with successor at same location.

## ITEM 45—STATIONS LISTS AND CONDITIONS

This Tariff is governed by Tariff OPSL 6000-Series, to the extent shown below:

### 1. PREPAY REQUIREMENTS AND STATION CONDITIONS

For additions and abandonment of stations and accepts 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 the above named Tariff, the rates from and to such stations as published in this Tariff are inapplicable after that date.

### 2. GEOGRAPHICAL LIST OF STATIONS

For geographical list of stations referred to in this Tariff by station numbers.

### 3. STATION NUMBERS

For the identification of stations when stations are shown or referred to by numbers in this Tariff.

## ITEM 50—TERMINAL OR TRANSIT PRIVILEGES OR SERVICES

Shipments made under charges contained in this Tariff are entitled also to terminal and transit services and privileges, and are subject to charges, allowances, rules and regulations legally applicable thereto, as provided in separately published, lawfully filed Tariffs.

### EXCEPTIONS

1. When provisions of this Tariff specifically cover any such charge, allowance, rule or regulation, corresponding or conflicting provisions in such separate Tariffs will not apply.
2. Where switching is performed on traffic moving under line-haul rates which are subject to special detention charges and rules, the switching charges provided in this Tariff will be subject to the same detention charges and rules as applicable in connection with the line-haul rates.

## ITEM 55—CAPACITIES AND DIMENSIONS OF CARS

1. For marked capacities, lengths, dimensions and cubical capacities of cars see The Official Railway Equipment Register.
2. For gallonage capacities of tank cars see Tariff UFC 6000-Series.

On shipments of petroleum and petroleum products, carloads in compartment tank cars, charges will be assessed at the highest carload rate applicable on any of the articles loaded in the car, and the minimum and estimated weights will be the highest provided for any of the articles in the car.

Petroleum and its products in tank cars will only be accepted for shipment when consigned to parties at points where there are proper unloading and storage facilities.

Road oil consigned to municipalities, firms or individuals, also fuel oil is exempt from provisions shown in this Item.

## ITEM 60—DELIVERY OF FREIGHT TO CONNECTING LINES

When consignees are located on connecting lines and when at consignee's request cars are placed on the usual interchange track with such connections, such placement shall constitute delivery of the freight to the consignee insofar as concerns the duty of WE.

## ITEM 65—CHARGES ON LOADED AND EMPTY CARS

1. Except as otherwise provided, the charges published in this Tariff include:
  - A. The switching of an empty car to be loaded and the return of the same car loaded.
  - B. The switching of loaded car to be unloaded and the return of the same car empty.
2. Unless otherwise specified, if a car moves loaded in each direction, freight charges will be assessed in each direction.

## ITEM 70—PLACING CARS FOR OTHER THAN OWNERS OR USERS

Cars will be placed on private or assigned sidings for other than owners or users only on written permission from such owners or users, and then only when placement immediately precedes or follows a line-haul movement over WE.

## ITEM 75—CREDIT AND PAYMENT OF CHARGES **TEXT**

### Credit Establishment

All customers are required to establish credit with WE prior to shipment. Please contact Jodi Specht, Assistant Vice President of Revenue Accounting at [jspecht@wlerwy.com](mailto:jspecht@wlerwy.com) or (330) 767-7258.

WE reserves the right, in its sole discretion, to establish or not establish credit for any customer.

WE reserves the right, in its sole discretion, to maintain or cancel credit for any customer.

### Payment of Charges – Non-Credit Customers

Customers who have not applied for and/or received credit approval with WE, or who have had their credit suspended by WE, must pay line-haul freight charges, switching charges, demurrage charges, miscellaneous charges and any other applicable fees in full:

1. Prior to WE acceptance of a shipment at origin if tendered prepaid
2. Prior to placement of a shipment at destination if tendered collect

### Credit Terms

Payment in full for all line-haul freight charges, switching charges, demurrage charges and miscellaneous charges must be received by WE from customers within 15 days of the bill date. This applies to customers that have already established credit with WE.

### No Offset of Charges

Customers may not off set or otherwise withhold payment of any WE charges due to any alleged overcharge, freight damage or other dispute with WE.

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### Finance Charges

WE may assess a finance charge of 12% per year (0.0329% per day) on charges that aren't received by WE when due. The finance charge:

- WILL NOT apply against disputed charges that are found by WE to have been billed incorrectly. Finance charges will, however, be assessed if a corrected invoice is not paid within the terms from the date of that corrected invoice.
- WILL be assessed on the unpaid balance of any charge from the first day following the due date through the date of receipt of payment in full.
- May be billed monthly for all line-haul, demurrage, supplemental, and miscellaneous bills that were past due during the previous month.

### ITEM 80—EXPLANATION OF ABBREVIATIONS

For explanation of Abbreviations of Names of Carriers, See Tariff OPSL 6000-Series

The two character state abbreviations used in this Tariff are those adopted for general use by the postal departments of the United States, Canada and Mexico.

AAR	Association of American Railroads
AB	Akron Barberton Cluster Railway Company
BLE	Bessemer and Lake Erie Railroad Company
BOE	Bureau of Explosives
COFC	Container on Flat Car
CSXT	CSX Transportation, Inc.
CWRO	Cleveland Works Railroad
FC	Flat Car
Inc.	Incorporated
Jct.	Junction
MKC	McKeesport Connecting Railroad Company
NS	Norfolk Southern Railway Company
NSO	National Service Order
NSR	Newburgh and South Shore Railway
NTRY	Nimishillen and Tuscarawas Railway Company
OHCR	Ohio Central Railroad, Inc.
OPSL	Official Railroad Stations List
STCC	Standard Transportation Commodity Code
UMLER	Universal Machine Language Equipment Register
TOFC	Trailer on Flat Car
UFC	Uniform Freight Classification
URR	Union Railroad Company (Pittsburgh, PA)
WE	Wheeling & Lake Erie Railway Company

**ITEM 85—GLOSSARY OF TERMS**

<b>Actual Placement</b>	When a car is placed in an accessible position for loading or unloading, or at a point designated by the Consignor or Consignee.
<b>Assigned Car</b>	A car of any ownership specifically requested and assigned to a shipper by a railroad.
<b>Articulated Car</b>	Consist of a number of cars which are semi-permanently attached to each other and share common axles and/or have car elements without axles suspended by the neighboring car elements.
<b>Bill Of Lading</b>	A shipping document that is both a receipt for property to be transported and a contract for hauling it, stating the terms, conditions, and liabilities under which property is accepted for transportation. Shipments will be rated according to the date of receipt of the bill of lading.
<b>Care of Party</b>	A party other than the consignee designated on the bill of lading or waybill as the entity entitled to receive delivery of the goods from the carrier at destination.
<b>Common Points</b>	Points that can be reached by, or in connection with, two or more railroads operating from or to the same junction point.
<b>Consignee</b>	The party to whom a shipment is consigned, or the party entitled to receive the shipment. For purposes of this Tariff, Consignee includes any person who receives railcars from a rail carrier for unloading, as more specifically described in 49 CFR Part 1333.
<b>Consignor/Shipper</b>	The terms Consignor and Shipper are interchangeable. The party in whose name cars are ordered, or the party who furnished forwarding directions. For purposes of this Tariff, Consignor/Shipper includes any person who receives railcars from a rail carrier for loading, as more specifically described in 49 CFR Part 1333.
<b>Constructive Placement</b>	When a car cannot be actually placed because of any condition attributable to the Consignor or Consignee, including order notify and inbound shipments, such car will be held on WE tracks and notice will be given to the Consignor or Consignee that the car is held awaiting disposition instructions.
<b>Credit</b>	Non-chargeable demurrage day. Credits can only be earned on those cars released.
<b>Demurrage Day</b>	A twenty-four hour period, or part thereof, commencing 0001 after tender (calendar day).
<b>Destination</b>	Billing destination, or if such destination is serviced by a serving yard, then such serving yard will be considered as the destination.



<b>Disposition</b>	Information, including forwarding instructions or release, which allows the railroad to either tender or release the car from the Consignor's or Consignee's account.
<b>Diversion</b>	A change in billing/shipping instructions that changes the route and/or destination of a freight car. Changes which constitute a Diversion include: <ul style="list-style-type: none"> <li>A. A change in destination</li> <li>B. A change in route</li> <li>C. A cancellation of a previous diversion order</li> <li>D. The addition of a Mexican Customs Broker, US Freight Forwarder, US Customs Broker and/or Canadian Customer Broker</li> </ul>
<b>Electronic Means</b>	Any approved electronic device (i.e. WE Website, email, facsimile) used to communicate to Customer Service the disposition of a car.
<b>Empty Cars Ordered and Not Used</b>	Empty cars ordered for loading and not used in transportation service.
<b>Empty Release Information</b>	Written or electronic instructions given by consignee to authorized personnel of WE that car is unloaded and available to WE. Information given must include identity of consignee, party furnishing data, car initial and number.
<b>Expedited Car</b>	Any car(s) that is not available for the next switch.
<b>Forwarding Instructions</b>	Shipping instructions given to WE at the point of loading or unloading, containing all of the necessary information to transport the shipment to the final destination.
<b>Hazardous Material</b>	Materials categorized as hazardous materials by the U.S. Department of Transportation under the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801, et seq.) and the Hazardous Materials Regulations (49 C.F.R. Parts 170-179) issued thereunder, as amended from time to time.
<b>Holiday</b>	New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve. In the event any one of the above holidays occurs on a Sunday, the following Monday will be considered a holiday.
<b>Idler Car</b>	An empty car used to protect overhanging loads, or used between cars loaded with long material.
<b>Industrial Switch Connection</b>	A switch located upon WE property and maintained by WE for access to privately owned sidetracks.
<b>Interstate Traffic</b>	Traffic having origin, destination, and/or transportation in more than one state.
<b>Inter-terminal Switching</b>	A switching movement from a track served by one railroad to a track served by another railroad when both tracks are within the same switching limits of one station or industrial switching district.

<b>Intra-plant Switching</b>	A switching movement from one track to another track within the same plant or industry, or from one location to another location on the same track within the same plant or industry.
<b>Intrastate Traffic</b>	Traffic having origin, destination, and entire transportation within one state.
<b>Intra-terminal Switching</b>	A switching movement, other than Intra-plant switching, from one track to another track served by the same railroad within the same switching limits of one station or industrial switching district.
<b>Lease Charge</b>	A switching movement from one track within a WE yard to another track located on a customer's property within the same switching limits of one station or industrial switching district.
<b>Lease Track</b>	Any track(s) assigned to a user through written agreement. Lease track will be treated the same as a private track.
<b>Line-haul</b>	Traffic having origin or destination beyond the yard or switching limits on which a transportation rate or charge, other than a switching rate or charge, is assessed.
<b>Main Line Switch</b>	An Industrial Switch Connection contained on the Main Line Track of WE or AB.
<b>Main Line Track</b>	A Track used for through trains contained on WE or AB.
<b>Mechanical Refrigerated Car</b>	A specially constructed box car, insulated and equipped with ice bunkers or baskets, or a mechanical cooling system and usually adapted for the installation of heating units, used primarily for the movement of commodities that need protection from heat or cold.
<b>Normal Business Hours</b>	Normal business hours are from 8:00AM to 4:30PM EST Monday through Friday except for holidays.
<b>Notification</b>	The transfer of information advising the change in the status of a railcar.
<b>Other Than Public Delivery Track</b>	Any track(s) assigned for individual use, including privately owned or leased tracks.
<b>Payor of Freight</b>	The responsible party listed on the bill of lading or waybill for the payment of the line-haul freight charges.
<b>Private Car</b>	A car bearing other than railroad reporting marks and which is not a railroad-controlled car.
<b>Private Track</b>	Any track which is not owned or leased by the railroad.
<b>Public Delivery Track</b>	Any track open to the general public for loading and unloading.
<b>Railroad-Controlled Car</b>	A car bearing railroad reporting marks or a car bearing other than railroad reporting marks provided to the railroad directly by car companies.

<b>Reciprocal Switching</b>	The movement in switching service for loading or unloading immediately preceding or following line-haul movement over another railroad.
<b>Reconsignment</b>	<p>A change in billing/shipping instructions that does not affect the physical movement or route of a railcar. Changes which constitute a reconsignment include:</p> <ul style="list-style-type: none"> <li>A. A change in the Consignee, Care of Party, Payor of Freight, or Rule 11 Payor of Freight.</li> <li>B. A change from prepaid to collect or vice versa</li> </ul>
<b>Refused Loaded Car</b>	When the loaded car is refused at destination without being unloaded.
<b>Reloading</b>	When a car is held for loading after being released as an empty.
<b>Reshipment</b>	A new document by which the entire original shipment is forwarded in the same car to another destination after the car has reached original final destination.
<b>Rule 11 Payor of Freight</b>	The legal entity on the bill of lading or waybill that is responsible for the payment of line-haul freight charges on a rule 11 shipment.
<b>Serving Yard</b>	A yard at which customers are notified of the availability of railcars.
<b>Side Track</b>	A Track secondary to a Main Line Track contained on WE or AB.
<b>Side Track Switch</b>	An Industrial Switch Connection contained on a Side Track of WE or AB.
<b>Stopped in Transit</b>	When a car is held en route because of any condition attributable to the Consignor, Consignee, or the owner of the lading.
<b>Tender</b>	The notification, actual placement or constructive placement of the railcar.
<b>Time</b>	Eastern Standard Time is applicable, expressed on the basis of the 24-hour clock. (Example: 12:01 AM is expressed at 0001 Hours).
<b>Tolerance</b>	The difference in weights due to variation in scales or weighing, which may be permitted without correction of the billed weight.
<b>Unloading</b>	The complete unloading of a car <u>and</u> the receipt of notice through Electronic Means from consignee that the car is empty and available to the railroad.
<b>Waybill</b>	A document covering a shipment and showing the forwarding and receiving station, the names of consignor and consignee, the car initials and number, the routing, the description and weight of the commodity, and instructions for special services.
<b>Waybill Cancellation</b>	<p>A waybill cancellation is accomplished if:</p> <ul style="list-style-type: none"> <li>A. The railcar has not been interchanged to or from a connecting carrier.</li> <li>B. The railcar is not in an interchange block.</li> </ul>

<b>Waybill Correction</b>	<p>A correction to a waybill includes:</p> <ul style="list-style-type: none"> <li>A. Correcting a seal number, reference number, quantity count or package type.</li> <li>B. Adding or removing equipment from a multi-car waybill, the net weight on a weight agreement or shipper's certified weights movement.</li> <li>C. Adding or correcting a beneficial owner, notify party, account of party, ship from party or Ultimate Consignee.</li> </ul>
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#### **ITEM 100—SETTLEMENT OF SWITCHING CHARGES**

1. Settlement of switching charges, when such charges are absorbed by connections, must be made direct to WE, and must not, under any circumstances, be paid to shipper, receiver or other party.
2. Settlement of connecting lines' switching charges, when such charges are absorbed by WE must be made direct to connecting lines or lines performing the switching service and will not, in any case, be paid to the shipper, receiver or other party.

#### **ITEM 105—SUBSEQUENT SWITCH MOVEMENT**

After one delivery of a car has been accomplished, either by placing on public or private tracks for delivery to a consignee, any subsequent switching will be performed only to the extent and at charges provided in this Tariff.

#### **ITEM 110—CHARGES ON SHIPMENT IN ARTICULATED CARS**

When shipments are loaded in so-called articulated cars (two or more units permanently or temporarily joined together), the switching charges published in this Tariff will apply separately to each unit of the articulated equipment.

#### **ITEM 115—SHIPMENTS LOADED IN OR ON MORE THAN ONE CAR**

When more than one car is required because of quantity or length of a shipment, each car shall be considered a separate shipment, and applicable switching charge will be assessed on each car in the shipment. Connecting lines' switching charges will be absorbed on each car in the shipment.

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**ITEM 120—DEMANDING PAYMENT ON ORDER NOTIFY OR BILLS OF LADING SHIPMENTS BEFORE MAKING DELIVERY TO SWITCHING LINE**

1. Freight for delivery to a switching connection at destination, whether for public track, private or other siding, when such connection performs switching only, will not be delivered to such connection until all assessed charges are paid (see **Note**).
2. When cars are held for payment of lawful charges or for surrender of Bills of Lading pending delivery, such cars will be subject to demurrage rules and charges. (See WE 7001)

**EXPLANATION OF NOTE**

**NOTE:** If consignees are on the authorized credit list, they will be assumed for the purpose of this Item, to have paid all charges referred to.

**ITEM 125—RECIPROCAL AND INTERMEDIATE SWITCHING APPLICATION**

1. This section contains rules, regulations and charges governing the handling of cars in reciprocal switching service between connecting lines and industries in Appendix A; and rules and charges for intermediate switching service.
2. To arrive at the reciprocal switching rules and charges governing a particular industry, apply the Item in this section to which the industry in Appendix A refers (see **Note**).
3. Reciprocal switching will not be performed between connections and industries not covered by paragraph 2 of this subject.

**EXPLANATION OF NOTE**

**NOTE:** In addition to the other governing provisions of this Tariff, all Items in this section are subject, except as otherwise specifically provided, to Items 135 through 140 of this Tariff.

**ITEM 130—NON-APPLICATION IN CONNECTION WITH TRAILOR ON FLAT CAR, CONTAINERS, OR BI-LEVEL CARS**

Except as otherwise specifically provided, switching rules, regulations, and charges published in this Tariff will not apply on line-haul traffic switched from or to connections when hauled in TOFC service, container service involving equipment designated as FC, FCS or LF in The Official Railway Equipment Register or on traffic handled in bi-level cars.

**ITEM 135—RECIPROCAL AND INTERMEDIATE SWITCHING**

<b>STATION</b>	<b>SWITCHING TYPE</b>	<b>INTERCHANGE PARTNER</b>	<b>SWITCHING CHARGES dollars/car</b>
<b>Wheeling &amp; Lake Erie Stations</b>			
AKRON, OH	RECIPROCAL	CSXT	\$510.00
	RECIPROCAL	AB	\$400.00
BENWOOD, WV	RECIPROCAL	CSXT	_____
BREWSTER, OH	RECIPROCAL	RJCL	_____
BRUCETON, PA	RECIPROCAL	AVR	_____
	INTERMEDIATE	AVR	_____
HARMON, OH	RECIPROCAL	CUOH/OHCR	_____
CANTON, OH	RECIPROCAL	NS	\$541.00
	RECIPROCAL	NTRY	_____
CLAIRTON, PA	RECIPROCAL	URR	_____
CLEVELAND, OH	RECIPROCAL	CSXT (Excluding former Conrail stations)	\$250.00
	RECIPROCAL	CSXT (Former Conrail stations)	\$390.00
	RECIPROCAL	CWRO	_____
	INTERMEDIATE	CWRO (In connection with NSR)	_____
	RECIPROCAL	NSR	_____
	RECIPROCAL	NS	\$250.00
EVERSON, PA	RECIPROCAL	SWP	_____
GLEN WILLOW, OH	RECIPROCAL	CCRL	_____
MINGO JUNCTION, OH	RECIPROCAL	NS	\$250.00
MIFFLIN JUNCTION, PA	RECIPROCAL	URR	_____
MINERVA, OH	RECIPROCAL	OHIC	_____
ORRVILLE, OH	RECIPROCAL	NS	\$250.00
PLYMOUTH, OH	RECIPROCAL	ASRY	_____
<b>Akron Barberton Cluster Stations</b>			
AKRON, OH	RECIPROCAL	WE	\$400.00
BARBERTON, OH	RECIPROCAL	CSXT (Excluding former Conrail stations)	\$400.00
	RECIPROCAL	CSXT (Former Conrail stations)	\$455.00
	INTERMEDIATE	CSXT	_____

For a list of Wheeling & Lake Erie and Akron Barberton Cluster Customers open to switching, please see **Appendix A**.

If the charge is not listed then the switching charges are not public.

**ITEM 140—GENERAL ABSORPTION OF SWITCHING CHARGES OF CONNECTING LINES**

Where absorption of connecting lines' switching charges are provided in this Tariff, the rules outlined below will apply.

1. Except where individual Items in this Tariff, by specific reference to this Item, provide that this Item has no application, absorption of connecting lines' switching charges published in all Items of this Tariff are subject to the provisions of paragraphs 2, 3, 4, 5, and 6 of this Item.
2. WE will not absorb connecting lines' switching charges on any shipment to an extent that will result in reducing its' net freight revenue, exclusive of switching charges, below the amounts shown in Paragraph 5 of this Item.
3. In arriving at the amount which may be absorbed, subject to the minimum net freight revenue per car shown in paragraph 5 of this Item, the switching charge, if any, to be absorbed at origin shall first be deducted. The net revenue remaining after deduction of the origin switching charge represents the amount upon which switching charges at destination will be absorbed, subject to the provisions of Paragraph 5 of this Item.
4. When an intermediate switching line is used at origin and/or destination, the switching charge of the intermediate line will be absorbed, subject to the minimum net freight revenue per car shown in Paragraph 5 of this Item.
5. Minimum net freight revenue per car will be \$500.00.
6. When the net freight revenue is not sufficient to absorb the entire amount of switching charges and still satisfy the minimum net freight revenue requirement in Paragraph 5, the switching charges will be absorbed only up to the amount which will not reduce the total net freight revenue below the minimum requirement in Paragraph 5. When the switching charges of connecting lines are not absorbed in their entirety, the charge over the amount absorbed will be in addition to the line-haul charges.

**EXCEPTIONS**

**EXCEPTION 1:** On traffic to or from Cuyahoga Valley Railway or Lake Terminal Railroad, WE will absorb switching charges of Cuyahoga Valley Railway, Lake Terminal Railroad without observing minimum net freight revenue requirements.

**EXCEPTION 2:** On bituminous coal or coke originating on WE, switching charges will be absorbed without minimum net freight revenue requirements, except as otherwise specifically provided in this Tariff.

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**ITEM 145—APPLICATION OF INTRA-PLANT, INTRA-TERMINAL AND INTER-TERMINAL SWITCHING**

This section contains rules, regulations and charges governing handling of cars in Intra-plant, Intra-terminal, Inter-terminal and miscellaneous switching service. In addition to the other governing provisions of this Tariff, all Items in this section, except where otherwise specifically provided, are subject to Items 155 through 195.

**ITEM 150—NON-APPLICATION OF INTRA-PLANT, INTRA-TERMINAL AND INTER-TERMINAL SWITCHING**

Except as otherwise specifically provided, the provisions of this section will not apply in connection with Line-haul traffic.

**ITEM 155—NON-APPLICATION ORDER NOTIFY OR STRAIGHT BILLS OF LADING**

Intra-Plant, Intra-terminal, Inter-terminal or miscellaneous switching will not be performed on shipments moving under Order Notify Bills of Lading or Straight Bills of Lading, including shipments consigned to one party, notify or advise another party, which carry a provision requiring the surrender of Bill of Lading, written order or other document before making delivery (see **Section 4 of Rule 7, Tariff UFC 6000-Series**).

**ITEM 160—FURNISHING CARS FOR INTRA-PLANT, INTRA-TERMINAL AND INTER-TERMINAL SWITCHING**

WE will not undertake to furnish cars of any specific size or dimension when for use in Intra-plant, Intra-terminal, or Inter-terminal switching.

**ITEM 165—CARS MOVED TO HOLD OR TEAM TRACKS**

The Intra-terminal, Inter-terminal or miscellaneous switching charges in this Tariff will also apply on cars moved to hold or team tracks when billed to a consignee or to a consignee in care of freight agent at a point where loaded, including adjacent or contiguous points, where Intra-terminal, Inter-terminal or miscellaneous switch charges are in effect between the involved points. A written request for cars to be held either by consignor or consignee for disposition or otherwise will incur a \$350.00 charge per car and will accumulate demurrage charges until car is released by Electronic Means by either the consignor or consignee.



**ITEM 170—GENERAL INTRA-PLANT, INTRA-TERMINAL AND INTER-TERMINAL SWITCHING**

Except as otherwise provided, WE will assess the charges shown below for switching within the customary industrial switching limits of the same station:

SWITCHING SERVICE	CHARGES PER CAR
Intra-plant	\$275.00
Intra-terminal	\$350.00
Inter-terminal	\$500.00

**ITEM 175—GENERAL INTRA-TERMINAL OR INTER-TERMINAL SWITCHING OF REJECT****ED CARS**

Switching charge for switching rejected carloads of freight which are rejected for any reason will be \$350.00 per car in addition to any freight. This charge will apply only on rejected cars on which the WE has received a line-haul revenue movement (**See Note**).

**NOTE:** On rejected carloads of freight of which WE receives either an Intra-terminal or Inter-terminal switch, the applicable switch charge will apply in each direction in addition to \$350.00 per car.

**ITEM 180—GENERAL INTRA-TERMINAL SWITCHING OF FREIGHT RETURNED ACCOUNT OF SHIPPER'S ERROR**

When a car is loaded at an industrial siding, team track, or loading platform and switched to serving yard and returned to point of loading on account shipper's error, the charge for switching performed will be an Intra-terminal switch of \$350.00 per car in each direction if within the same switching yard as the shipper. If outside the switching district additional freight charges will be assessed.

**ITEM 185—GENERAL SWITCHING OF EQUIPMENT HANDLED ON OWN WHEELS**

Switching of dead locomotives, tenders, or locomotives and tenders combined, wrecking cranes, pile drivers and similar equipment handled on own wheels will be assessed on the same basis as loaded cars

**ITEM 190—SWITCHING LIMITS NOT OTHERWISE SPECIFICALLY PROVIDED IN THIS TARIFF**

1. Where the switching limits of a station are specifically defined, the limits so defined include all tracks at such station even though one or more tracks may be within the corporate limits of another city, town, village or municipality.
2. Where the switching limits of a station are not specifically defined, the switching limits of such station include tracks located within the corporate limits of the same city, town, village or municipality.
3. Movements between locations within the same switching limits, as referred to in Paragraphs 1 and 2, will be at the applicable switching charge and line-haul rates or charges will not apply (see **Note**).

**NOTE:** Line-haul switching rules and charges will not apply on shipments that originate and terminate within the same switching limits.

**ITEM 195—SWITCHING LIMITS**

Wheeling & Lake Erie Switching Limits		
Akron, Brittain, East Akron, OH		
	East	Mile Post 167.76 (Lepper Road)
	West	Mile Post 160.75 (Hawthorne Ave.)
Canton, OH		
	East	50 Feet East of Mile Post 3 (Canton Branch)
	North	578 Feet North of Mile Post 7
	South	1,534 Feet North of Mile Post 2 (Carrollton Branch)
Cleveland, OH		
	East	2,640 Feet East of Mile Post 170
	West	Geil Avenue, Junction Mile Post 190, NS Belt Line and NS at West 73rd Street, 2,218 Feet West of Mile Post 5
	South	Mile Post 10
Martins Ferry, OH		
	East	Mile Post R219.1
	West	200 Feet West of Mile Post R211
Monessen, PA		
	East	3,600 Feet West of Mile Post 14
	West	225 Feet West of Mile Post 21
Orrville, OH		
	East	200 Feet East of Mile Post 122
	West	600 Feet Northeast of Mile Post 1 (Orrville Spur)
	South	400 Feet West of Mile Post 122
Akron Barberton Cluster Switching Limits		
Akron, OH		
	The Switching Limits of Akron, OH extend from Eastern Corporate Limits of Barberton, OH on the west to WE yard on the east at East Market Street.	
Barberton, OH		
	The Switching Limits of Barberton, OH extend from Eastern Corporate Limits of Barberton, OH with Coventry Twp. to the Southern Corporate Limits of Barberton, OH with the City of Norton, OH including PPG Industries, Inc. South Works located within Corporate Limits of Norton, OH.	
Rittman, OH		
	The Switching Limits of Rittman, OH extend from a point one-half (1/2) mile west of Seville Road in Wadsworth Twp. to Main Street in Rittman, OH.	
Wadsworth, OH		
	The Switching Limits of Wadsworth, OH are the Corporate Limits of the City of Wadsworth, OH.	
Kent, OH		
	The Switching Limits of Kent, OH are the Corporate Limits of the City of Kent, OH.	
Ravenna, OH		
	The Switching Limits of Ravenna, OH are the Corporate Limits of the City of Ravenna, OH (to and including Ravenna Arsenal).	

## ITEM 250—STORAGE CHARGE

1. No free time will be allowed on cars subject to the storage rules and charges contained in the WE 7001 Tariff, but they will be subject to a storage charge of \$150.00 per car per day. The time will be computed from the first 0001 hours following the sending or giving of notice of arrival.
2. Once storage charges commence to run, all days are chargeable days with charges continuing until actual or constructive placement on orders of, or appropriation of, cars for loading by the assignee (see **Note**).
3. Cars released from storage charges under these conditions will be subject to the applicable demurrage rules and charges contained in the WE 7001 Tariff.
4. Cars will also be charged an Intra-terminal charge of \$350.00 per car for the movement of the cars to a storage track and an additional Intra-terminal charge of \$350.00 per cars when being released from storage and switched out for transport.

### EXPLANATION OF NOTE

**Note:** Where actual or constructive placement is made by a switching line, that has not concurred in the assignment and holding of cars on its line while subject to Demurrage as stated in the WE 7001 Tariff, storage charges will cease at the time cars are delivered to the switching line on orders of the switching line or assignee, as the case may be.

## ITEM 255—STORAGE RULES AND CHARGES ON RAILCARS CONTAINING EXPLOSIVES, HAZARDOUS MATERIALS SUBSTANCES OR WASTES

The WE will only store loaded railcars of Explosives or other Hazardous Material substances or wastes on its property providing that Lease Track agreements have been obtained to provide for storage. The transfer of such commodities to another mode (or vice versa) is not allowed without the approval of the WE and its Operating and Legal Departments.

If loaded railcars of Explosives or other Hazardous Materials substances or waste are not requested into the customers facility within forty eight hours of reaching the serving yard, a designated Lease Track agreement must be set up by the consignor/consignee so that these cars can be kept past forty eight hours or the railcar will be sent back to the consignor at the cost of the consignee. Empty or Residue Hazardous Materials cars are exempt from this rule and may be kept on property past forty eight hours without a Lease Track agreement. All rules and charges specified within Item 250 will apply. No free days or credits will be given when empty or residue Hazardous Materials cars are being stored on WE property.

## ITEM 260—CHARGE FOR MANUAL BILL OF LADING ENTRY

A charge of \$200.00 will be assessed per Bill of Lading (BOL), not submitted either through Electronic Data Interchange (EDI) or through our website [www.wlerwy.com](http://www.wlerwy.com), resulting in manual billing by WE.

All Bill of Ladings will be validated and assigned a pattern, if the Electronic Data Interchange data does not match the pattern that has been validated, any manual processing handled by the WE will result in a charge of \$200.00.

**ITEM 265—LATE SURRENDER OF BILL LADING**

Upon release of a loaded car, shipper is obligated to supply the WE with a Bill of Lading. Failure to surrender a Bill of Lading within twelve hours following the release of a loaded car will result in a charge of \$200.00 per Bill of Lading.

**ITEM 270—CHANGE OR CANCELLATION OF THE BILL OF LADING**

Waybill corrections will be accepted if submitted to **customerservice@wlerwy.com** before 11:00PM EST on the same day as waybilled, with no charge assessed.

A charge of \$200.00 will be assessed per Bill of Lading when instructions are received to cancel or change the original Bill of Lading.

**ITEM 275—RULES AND CHARGES FOR DIVERSION OR RECONSIGNMENT**

When the applicable diversion or reconsignment provisions have been met and the line-haul transportation price authorizes diversions, the following diversion or reconsignment charges will apply.

WE will make a diligent effort to effect desired diversion or reconsignment when the car is in the possession of the WE.

WE may not accept orders for Diversion or Reconsignments:

- A. After car has been interchanged to a connecting line-haul carrier.
- B. After car has been interchanged to a switching line.
- C. After arrival of the car at billed destination by WE.
- D. To a station or to a point of delivery against which an embargo is in force.
- E. If the car is in an interchange block.
- F. That requires WE to perform backhauls or out-of-route.

WE reserves the right to accept or reject a diversion or reconsignment request for any reason.

Diversions will only be accepted during Normal Business Hours.

**Notification of Diversion or Reconsignment**

Diversion or Reconsignment requests will only be processed when a request is submitted to **customerservice@wlerwy.com**.

Prior to WE approving a diversion or reconsignment request from the authorized party, the authorized party must submit an approval letter of authorization to the WE.

All charges for the shipment, whether accrued or accruing, must be paid or guaranteed to the satisfaction of the WE before the railcar(s) is diverted or reconsigned.

**WE Responsibility to Effect Diversions or Reconsignment**

- A. WE will not be responsible for executing a diversion or reconsignment order on a specific day or time of day.
- B. WE will not be responsible for increased charges when the diversion or reconsignment cannot be accomplished as the desired location.

- C. WE will not assume any responsibility for effecting a diversion or reconsignment at a specific location if orders are received outside of normal business hours.
- D. WE will not be responsible for any charges when WE is unable to effect a diversion or reconsignment request.

An order for diversion or reconsignment, which specifies that a through rate is to be protected, will not be construed as obligating WE to protect other than the lawful rates and charges under these diversion rules.

#### **Diversion Charges on Empty Railcars**

Orders for diversions will only be accepted from the Consignee or Care of Party, the Payor of Freight or authorized agent/representative of the Payor of Freight, or the Lessee or Car Owner listed in the current UMLER file.

If a diversion request is received for any non-revenue empty railcar a \$375.00 charge will be assessed. An additional switching charge may also be assessed (item 170).

#### **Diversion Charges on Loaded Railcars**

Orders for diversions or reconsignments will only be accepted from the Payor of Freight or authorized agent/representative of the Payor of Freight.

If a diversion or reconsignment request is received for any loaded railcar a \$250.00 charge will be assessed in addition to any applicable freight charges. An additional switching charge can also be assessed (item 170).

### **EXCEPTIONS**

**Exception 1** – When the party requesting a diversion or reconsignment asks that it be accomplished after he or she is made aware that the applicable diversion provisions have not been met or that the line-haul transportation price does not authorize diversions, the shipment will be subject to the combinations of rates for a shipment terminating and originating at the diversion point.

**Exception 2** - If a single diversion or reconsignment order, given at one time contains a request for more than one change in the billing/shipping document, only one charge will be assessed, which will be for the change bearing the highest charge.

### **ITEM 280—REBILLING OF CHARGES**

When WE is billed for charges due to the actions of customers or other railroads, WE may rebill such charges to the party responsible for the WE being billed and such party is responsible for the payment of those charges.

## ITEM 285—INTERCHANGE ERROR MOVEMENT

Cars (loaded or empty) received by WE in error or without forwarding instructions from the delivering carrier will be handled in accordance with AAR Car Service Rule 7. WE will make every reasonable effort to comply with connecting carriers' administrative procedures with respect to securing authorization in connection with return of such cars. WE will notify connecting carrier of the error and if authorization for return is not received within 24 hours the below charge(s) will still apply and the car(s) will be returned to the carrier in error.

If cars are returned to the delivering carrier, forwarded to the proper carrier, or require holding, WE will assess the delivering carrier a charge of:

AA	\$450.00	Per Car
ASRY	\$250.00	Per Car
AVR	\$425.00	Per Car
CN	\$435.00	Per Car
CSXT	\$165.00	Per Car
CUOH	\$500.00	Per Car
CWRO	\$220.00	Per Car
IOYR	\$500.00	Per Car
NS	\$350.00	Per Car
NTRY	\$150.00	Per Car
OHIC	\$500.00	Per Car
RJCL	\$500.00	Per Car
SWP	\$425.00	Per Car
URR	\$390.00	Per Car <b>(See Note 1)</b>

**Note 1:** This charge will be in addition to the URR's Fuel Surcharge.

Unless otherwise provided, when loaded or empty railcar(s), moving in line haul service, are received from a connecting rail carrier in error, without necessary forwarding instructions or received at the incorrect interchange location, such movements will be subject to a charge of \$3.00 per mile, round trip (100 mile minimum per railcar or 50 mile minimum per TOFC/COFC unit). The charges will be issued to the erring rail carrier to return the railcar(s) to the original interchange point or to a subsequent interchange point or destination customer. Forwarding instructions (EDI 404, 417, 418) that contain erroneous information received from another rail carrier that cause additional line haul movement of traffic, are subject to the same charges.

**ITEM 290—CARS REFUSED AT INTERCHANGE**

Cars refused at interchange by WE due to needing repairs or bad order status while on foreign carrier will be subject to \$165.00 per car charge to switch the car out and leave it at the interchange point.

**ITEM 295—SURCHARGE AULTMAN AND NORTH CANTON, OHIO**

Loaded cars consigned to McCann Plastics at Aultman or North Canton, OH will be surcharged \$250.00 per car. This is in addition to the line-haul rate and is to be billed to McCann Plastic.

**ITEM 300—SWITCH MAINTENANCE FEE**

Charges for switch maintenance will be assessed to the industry on the following yearly basis and will be sent in January of each year for January 1<sup>st</sup> through December 31<sup>st</sup>.

<u>Main Line Switch</u>			<u>Side Track Switch</u>		
21 or more cars	-	No Charge	21 or more cars	-	No Charge
1-20 cars	-	\$10,000.00	1-20 cars	-	\$5,000.00

**EXEMPTIONS**

The charge will not apply if the owner of the sidetrack served by the industrial switch connection requests, before the payable date of the charge, that the WE remove the industrial switch connection.

**MULTIPLE-SIDINGS**

Where more than one privately-owned sidetrack is served by a single industrial switch connection, each of the individual owners of the private sidetracks will be liable for an equal share of the charge. The total number of carloads originated or terminated on all of the private sidetracks served by the industrial switch connection will determine whether the exemption above applies.

WE is under no obligation to provide service to or from those private sidetracks for which any part of the applicable charge is unpaid.



## ITEM 305—TURNING CARS TO PERMIT LOADING OR UNLOADING AT DESTINATION

When it is desired that cars be placed for loading or unloading from a particular side or end of car, the car must be placarded on both sides and notation made on the shipping document substantially as follows:

### NOTICE TO CARRIER

1. If shipping document carrier's notation that car was placarded and placards(s) has disappeared, charges for turning will not apply.
  - A. Proper documentation must be present on the Bill of Lading that the car has been placarded on both sides of the railcar. Failure to do so will result in a turn charge.
2. When shipping document is not properly noted and placards are missing, and WE is requested to turn after initial placement, the following charges will apply:
  - A. If turned on WE tracks at the written request of the industry or connecting railroad, the written request must state the party responsible for the charges or it will be understood that the charges will go to the party requesting the car be turned.

<u>Mileage</u>	<u>Charge</u>
100 Miles or Less	\$550.00
Over 100 Miles	\$1,100.00

### EXCEPTION

If a railcar needs turned due to improper spotting by the serving carrier, no charge will be assessed.

## ITEM 310—ADDITIONAL CHARGE FOR CUSTOMER CAUSED CONGESTION AT RAILROAD FACILITIES

When in the sole judgment of WE, an excessive quantity of constructively placed cars for a particular consignee congests railroad's facilities causing material operating problems, WE Marketing Department will notify consignee (receiver) at the location to which cars are destined that, starting fifteen days from the date of notification, WE will charge consignee \$50.00 per car per day in addition to regular demurrage (item numbers 500 & 550 Tariff WE 7001) or fraction of day for all consignee's cars on constructive placement exceeding three times the number of cars that can be unloaded per day by consignee with normal switching. When customer's constructively placed cars drop below the level above, WE will, effective that day, cease the \$50.00 per car per day charge.

## ITEM 315—OVERWEIGHT PENALTY

If a car is loaded in excess of the car's load limit a penalty charge of \$600.00 per car will be assessed. This penalty charge includes moving the car to and from the site where the lading is reduced. Before further movement of the car, the shipper at their expense, or the railroad, at shipper's expense, must remove sufficient lading to bring the load within the load limit. The reduced load will then be reweighed, with additional weigh charges to be assessed, to be certain it is within the cars load limit.

**ITEM 320—MOVEMENT OF NON-HAZARDOUS WASTE**

1. CONTRACT VS. TARIFF
  - A. WE prefers handling movements of non-hazardous solid waste in contractual agreements versus Tariff publications. Unless otherwise stated and until accepted, all WE rate proposals for waste movements will expire forty-five days from date of quote.
2. DESTINATION AND ORIGIN FACILITIES
  - A. In order to prevent the rejection of waste shipments at destination, WE must receive written confirmation from the customer that adequate arrangements have been made with the destination disposal facility for the subject waste product, and that the destination facility is properly permitted for the handling of the particular waste involved. Any origin facilities located on WE must be properly permitted for the handling of the particular waste involved.
3. INSURANCE
  - A. The customer must have general liability insurance, with minimum policy limits, as determined by WE, for bodily injury and property damage; or the customer must demonstrate their financial ability to cover such a loss. If requested, a certificate of insurance or a statement of self-insurance must be furnished to WE for approval prior to rail movement.
4. TRANSFERS ON WE PROPERTY
  - A. No open handling of solid waste will be permitted on WE property. WE reserves the right to consider the lease of its property only for the transfer of solid waste in enclosed cars or sealed containers.
5. RAIL CARS AND EQUIPMENT
  - A. The WE does not own rail cars or equipment suitable for rail movement of most solid waste products. Suitable equipment must be furnished by the customer and must be enclosed and sealed to prevent spillage, leakage, or emissions of odors. The use of boxcars will not be allowed, unless proper modifications have been made to prevent leaks, spillage, or the emission of odors, subject to final approval for rail movement by WE.
6. CUSTOMER BACKGROUND
  - A. Regarding opportunities of new business, on the basis of looking forward, WE requires a written description of the customer's prospective project, including, a business or operating plan, prior experience in the handling of solid waste, and financial references.
7. DESIGNATION OF DESTINATION
  - A. Under no circumstances will the WE choose the destination for a solid or chemical waste product. The selection of the destination is the exclusive responsibility of the customer, and must be determined prior to any rail movement, whether inbound or outbound.
8. TARPING AND COVERS
  - A. All solid waste, must be properly tarped and/or covered, and is subject to inspection and approval of the WE. WE will not accept or move any carload not properly loaded or covered.
9. PREPAID SHIPMENTS
  - A. WE will only accept waste shipments on a PREPAID basis for both inbound and outbound shipments.
10. STORAGE OF NON-HAZARDOUS WASTE
  - A. Inbound waste shipments may not be stored or staged on WE if the volume exceeds the destination customer's ability to handle the subject volume on a daily intake and/or transload basis.

**ITEM 325—NO REVENUE RECEIVED AT JOINT FACILITY**

A revenue waybill must follow a non-revenue waybill when involving a Joint Facility, unless future revenue is guaranteed. If a revenue waybill is not received a charge of \$350.00 will be assessed.

**ITEM 330—CARS SWITCHED OUT OF UNIT TRAINS**

A written request must be sent in for one car, load or empty, to be switched out of a unit train at the request of the consignor/consignee. At that point a charge of \$500.00 per car will be assessed.

**ITEM 331—HOLDING OF UNIT TRAINS**

When Unit Trains are held other than for WE's convenience, WE may assess the responsible customer a minimum charge of \$9,000.00 per Unit Train held per day.

**ITEM 335—EMPTY CARS BEING SWITCHED OUT FOR NON-WE REPAIRS**

Cars being switched out of an industry located on the WE for repairs, due to damage or bad order not caused by the WE, to be performed by persons other than WE employees will be charged an Intra-plant or Inter-terminal switch per car to be switched out of the facility and then charged an Intra-plant or Inter-terminal switch per car to be switched back into the facility.

**ITEM 340—CARS RELEASED IN ERROR**

Cars released in error by consignor/consignee must be requested back in writing. If car is currently in first switching yard of industry an Intra-terminal switch of \$350.00 will be charged for the car coming out of the facility and an Intra-terminal switch of \$350.00 will be charged to take the car back to the facility. If the car has moved beyond the first switching yard of the industry, the Intra-terminal charges will again apply plus any freight charges or mileage in both directions.

**ITEM 345—EARLY RELEASE OF CARS PLACED FOR LOADING OR UNLOADING**

When a customer prematurely releases a car previously placed for loading or unloading, and refuses to allow WE to remove the car because the loading or unloading of the car has not been completed or WE cannot remove car as a result of conditions attributable to customer, the car will remain on demurrage as if the release had not been given, and a \$350.00 charge per car and mileage from the Serving Yard and industry in both directions will be assessed.

**ITEM 346—EXPEDITED CARS**

A charge of \$1,000.00 may be assessed if a car is ordered in outside of normal service. If the car is destined for a WE customer, the destination customer must acknowledge that the car should be expedited to their facility. Only the Consignee/Care of Party or the Payer of Freight are able to expedite cars.

**ITEM 350—CHARGES FOR CAR ORDERED AND NOT USED TEXT**

1. Except as otherwise provided, if any car is ordered and the service of switching and placing it has been performed, and the car is subsequently released back to carrier without being loaded, the published Intra-terminal or Inter-terminal switching charge, as the case may be, will be assessed for movement in each direction (see **Note**) which will be in addition to all other charges.
2. When equipment is requested from a foreign line to fill a customer's car orders, and car orders are canceled prior to line-haul service being performed, a charge of \$150.00 per car will be assessed to customer (see **Note**).
3. Any car ordered and the service of switching has been performed, and the car is subsequently not used at the customer's request, a charge of \$350.00 per car will be assessed to the customer.
4. If a customer requests a switch, but then cancels the switch within 24 hours of the anticipated switch a charge may be assessed of \$600.00 per car if the car(s) have not been switch out or moved from their serving yard.
5. Any car ordered, the service of switching has been performed, the car has moved out of the serving yard and then was returned to the serving yard, a charge of \$700.00 per car will be assessed to the customer.

**EXPLANATION OF NOTE**

**Note:** The provisions of this Item will not apply on cars rejected by customer account as unsuitable for loading (**Item 370**).

**ITEM 355—EMPTY REVENUE CAR MOVEMENT**

This applies on empty railway cars moving on own wheels in regular train service (**See Exception**).

This charge will be per car at \$400.00 with an additional \$1.25 per mile and no private car mileage will apply. Charges are one way and switching charges, if any, will be in addition to the per car charge.

Shipper shall be responsible for inspection or repairs to insure safe conditions for movement without special handling. Customer will pay the WE a rate of \$120.00 Per Hour if an inspection involving WE personnel is deemed necessary.

**EXCEPTION**

This does not apply with Passenger Cars and Locomotives.

**ITEM 360—CARS FOUND TO BE LEAKING HAZARDOUS MATERIALS**

WE will assess a charge of \$5,000.00 per car for the handling of cars loaded with or containing residue of Hazardous Materials that are found to be leaking, this charge does not include the securement fees.

Charges will be assessed to the shipper shown on the applicable Bill of Lading. In addition, Shipper must provide WE with any reports prepared on Shipper's behalf by third party response contractors in connection with such incidents.

The cost of securements varies widely, depending on the work involved. Securement fees will be assessed and invoiced on a case-by-case basis.

Loss, damage or injury shall include all consequential cost and expenses paid or incurred by WE for items such as, but not limited to, reworking of trains, delay of trains, detoured trains, evacuations, administrative expenses, personal injury and death claims, and property damage claims.

If the securement of the leaking car causes switching delays in any of the WE Yards or delays any main line traffic the charge will be \$20,000.00 per hour until operations resume, in addition to the \$5,000.00 listed above for the WE handling the leaking car.

### **ITEM 365—CARS FOUND TO BE LEAKING NON-HAZARDOUS MATERIALS**

WE will assess a charge of \$1,700.00 per car for the handling of cars loaded with or containing residue of Non-Hazardous Materials that are found to be leaking, and for which WE or its representatives take action for securement of the leaking car.

Charges will be assessed to the shipper shown on the applicable Bill of Lading. Shipper remains liable for other securement, clean-up, and incidental charges associated with the leaking car.

### **ITEM 370—EMPTY CARS RETURNED, UNSUITABLE FOR LOADING**

When an empty car is received from a connecting carrier for loading by a customer located on the WE or AB, and is rejected by the customer because the car is unsuitable for loading and must be returned to the connecting carrier, a charge of \$450.00 per car will be assessed against the connecting carrier. Charges are one way and switching charges, if any, will be in addition to the per car charge (see **Note**).

**Note:** The customer must reject the car within twenty-four hours of placement.

### **ITEM 375—UNAUTHORIZED USE OF WE EQUIPMENT NEW**

A charge of \$3,000.00 per car will be assessed to the shipper if a WE supplied railcar is loaded but WE is not in the line haul movement of freight. A line haul movement is the movement of freight over the tracks of a rail carrier between different stations and differentiated from switching service. This charge is in addition to any other charges, which may be assessed.

A Shipper may utilize such equipment for non-WE shipments, without incurring this charge if there is written or electronic approval from the Manager of Equipment Utilization/Car Hire ([iross@wlerwy.com](mailto:iross@wlerwy.com)).

### **ITEM 400—SHIPMENTS CARLOADS NOT WEIGHED**

Except as otherwise provide, carload shipments originating at or destined to stations having no track scales or passing no track scales enroute will be revenue waybilled (subject to minimum weights and conditions of governing Tariff) as follows:

1. At estimated weights when information as to number of packages, pieces, etc., loaded can be ascertained from shipper, or otherwise. Revenue waybill will bear symbol "Estimated Weight". Delivering agent will, in event discrepancies are noted, protect charges and report facts to originating agent.

2. At revenue gross weight furnished by shipper, provided agent is satisfied with its correctness, and provisions of Paragraph 1, this Item. Revenue waybill will bear notation indicating "Shipper's Agreement Weight". Delivering agent will, in event discrepancies are noted, protect proper charges and report facts to the originating agent.
3. Property destined to points on foreign lines, which will not be weighed before delivery to such lines, will be revenue waybilled in accordance with Paragraphs 1 and 2, in this Item, except that revenue waybills will bear notation "Destination Weights."

#### **ITEM 405—SUPERVISION OF SCALES**

When weights obtained on railroad or private scales are used for the assessment of freight charges or for determining tare weight of freight cars, such scales shall meet specifications, be maintained, tested and operated in accordance with the Track Scale Handbook published by The Association of American Railroads.

#### **ITEM 410—WEIGHTS BY WHOM ASCERTAINED**

Weights must be obtained by competent employee after proper instructions and under supervision of the carrier or its authorized representative.

#### **ITEM 415—WEIGHTS WHERE ASCERTAINED**

Except where consignor's or consignee's weights are accepted under the terms of weight agreements as provided in Item 450, carload freight should be weighed at point of origin, or as near there as practical. When the consignee's weight agreement weights are used for the assessment of freight charges, whether collect or prepaid, the charges for weighing will apply when the car is weighed at the request of the shipper or consignor.

#### **ITEM 420—HOW WEIGHTS ARE TO BE ASCERTAINED**

1. When actual track scale weights are used for the assessment of freight charges, weighing must be done by or under the supervision of the carrier, their authorized representative or under properly supervised weight agreements.
2. When track scales are used, cars must be weighed at rest:
  - A. When uncoupled and free at both ends.
  - B. When coupled at one end and free at the other end, only at points where the scale rails and approach rails are level for a distance of fifty feet, and when the scales are kept in first-class condition.
3. When track scales are used, cars loaded with long material extending from one car to another may be weighed coupled at rest.
4. Except as provided in Paragraph 5, in this Item when the actual tare of the car, after entire previous lading and all packing, debris or residue resulting from previous lading have been removed, has been ascertained immediately before loading, the actual tare shall be used in lieu of the marked tare (see **Note 1**).
5. If loaded car, upon arrival at destination, is weighed and the actual tare is ascertained after the entire lading of the car has been removed, including all packing, debris or residue resulting from previous lading,

the tare weight shall be used in lieu of the marked tare. If car is reloaded by the consignee, actual tare obtained in like manner may be used.

6. The marked tare should be used to arrive at the net weight of the load, except as provided in Paragraphs 4 and 5.

#### **EXPLANATION OF NOTE**

**Note 1:** Not applicable when movement is subject to destination weight agreement.

### **ITEM 425—REWEIGHING**

1. When the lading has been transferred enroute, where car has met with an accident, or where for other reasons there is evidence of loss in transit, the carrier will whenever practical reweigh the car. When bulk freight is transferred, the reloaded car will be weighed at point of transfer (see Paragraph 2, Item 430).
2. Carload freight may also be reweighed enroute or at destination for information of interested carriers or to test the accuracy of the previous weighing (see **ITEM 435**).
3. When request is made by consignor or consignee for the reweighing of any car, such reweighing shall be done whenever practical, the car to be weighed again, if necessary, subject to Item 440.

### **ITEM 430—WEIGHT INFORMATION TO BE SHOWN ON FREIGHT BILL**

1. The point at which car is weighed and the gross, tare and net weights will be noted on waybill or bill of lading. When actual tare is used instead of marked tare, it should be so specified (see Item 415). The method of ascertaining the weight should also be specified as railroad scale, Tariff classification, or weight agreement weight. This information, together with the gross, tare and net weights of cars transferred enroute, must also be shown on transfers to connecting line, on correction sheets when issued by carrier on waybills to destination, and on freight bills.
2. When track scales are equipped with registering or recording device and sticker form of scale tickets is used, said tickets may be used in same manner as provided above, and, if space is provided thereon, the information shown in Paragraph 1, this Item, will be added.
3. Where weights are obtained for billing purposes under weight agreements, which do not provide for use of the gross and tare weights, the gross and tare weights need not be shown as provided in Paragraphs 2 and 3, this Item.

### **ITEM 435—WEIGHTS TO GOVERN AND TOLERANCE**

1. Where carload freight, the weight of which is not subject to change from its inherent nature, is checked weighed or reweighed enroute or at destination, no correction will be made in the billed weight, except as provided in Paragraphs 2-7, this Item.
2. If the difference between the original net weight and the weight obtained by reweighing does not exceed the tolerance provided in this Item, the first weight will not be changed. If such difference exceeds the tolerance, the car should be weighed a third time, if practicable. If the third weighing confirms the original weight with the tolerance, no change shall be made. Where the original weight cannot be applied

as above, the lower of the second or third weights shall be used where the difference between the second and third weights does not exceed the tolerance.

3. When comparing weights obtained on scales to determine which is the more accurate, all of the conditions under which the several weighings were done must be taken into consideration, including the class of scale, condition, how recently tested, the manner of weighing, whether car was at rest or in motion, coupled or uncoupled, actual or stenciled tare used, the time of weighing, weather conditions and the reliability of the weigher, giving precedence to that weight obtained under the best conditions.
4. The consignor or consignee shall be permitted to show the actual weight of any carload shipment either by means of shipper's authentic invoice or by weighing the entire load on platform scales or by so weighing a proper portion of uniform or standard weight articles (not less than 10% of the lading), weighing to be performed under supervision of the carrier or its authorized agent, provided such total weight includes all blocking, packing, and debris resulting from the lading in question. This actual weight will be used to determine freight charges (subject to weight agreements if applicable) provided the difference in weight exceeds the tolerance.
5. Weights on commodities subject to shrinkage in weights from their inherent nature, properly obtained at or near point of origin, should not be changed except as provided for in the Tariffs of the carriers. If obvious error is discovered, each case shall be dealt with on its individual merits- -correcting the billing at once if facts justify- -and report made to the originating carrier with all the details.
6. The tolerance shall be 1% of the lading, with minimum of 500 pounds, on all carload freight, except that, when ashes, coal, coke, cinders, clay, dolomite, gainster, gravel, mill-scale ore, sand, slag, all stone (not cut), brick, soft drain tile, and borings, filings or metal turnings are loaded in open cars, the tolerance shall be one and 1.5% of the lading with minimum of 500 pounds. All provisions for tolerance in this rule covering coal are separate from the allowance on washed coal published in Tariff of originating carrier (see **Note 4**, this Item).
7. When empty cars are weighed to ascertain actual tare weights, the tolerance shall be as follows (see **Notes 1-6**, this Item):

When marked Tare weight of car is	Tolerance (Allowable difference between actual and marked Tare weight)
50,000 pounds and under	300 pounds
Over 50,000 pounds but not over 60,000 pounds	400 pounds
Over 60,000 pounds	500 pounds

#### **EXPLANATION OF NOTES**

**Note 1:** Tolerance on empty covered hopper cars used in cement service shall be 300 pounds.

**Note 2:** Not applicable on empty open-top gondola cars weighed immediately before being loaded with scrap metals or immediately following a line-haul movement of scrap metals (see **Note 3**, this Item). Subject to the provisions of **Note 5**, this item, when an empty car is weighed at the request of consignor or consignee, charge provided herein will be made for weighing the empty car unless the difference between the marked tare and the



reweigh exceeds the tolerance as provided in Paragraph 6, this Item. The charge for weighing will apply regardless of weight ascertained, unless the entire lading and all packing, debris or residue resulting from previous lading or loadings has been removed before empty car is weighed.

**Note 3:** Applicable only on empty open-top gondola cars weighed immediately following a line-haul movement of scrap metals. When an empty car is weighed at request of consignor or consignee, charge provided herein will be made for weighing the empty car unless the difference between the marked tare and the reweigh exceeds the tolerance as provided in Paragraph 6, this Item. (See **Note 6**)

**Note 4:** The provision of this Item will not apply in connection with shipments moving under applicable weight agreement (see Item 450).

**Note 5:** Not applicable on empty private cars. When empty private cars are weighed, the charge for weighing (see Item 440) will apply regardless of weight ascertained.

**Note 6:** Not applicable on empty cars weighed immediately before or immediately following line-haul movements rated on other than railroad scale weights (i.e., per car, estimated weights, weight agreements, etc.). When empty cars are weighed immediately before or immediately following such line-haul movements, the charge for weighing (see Item 440) will apply regardless of weight ascertained.

#### **ITEM 440—CHARGES FOR WEIGHING OR REWEIGHING**

1. There will be a charge of \$500.00 per car to have a car weighed or reweighed in Brewster. This charge includes switching the car out of the train and the weigh charge itself. If the car is not in Brewster, a charge of \$1.25 per mile will be charged in addition to the weigh charge.
2. When a loaded or empty car is weighed or reweighed at the request of the consignee or consignor, at a track scale located at that industry, an Intra- plant switching charge will be assessed in each direction.
3. When a loaded or empty car is weighed or reweighed at the request of the consignee or consignor, at a track scale located at a separate industry at the same station, an Intra- terminal switching charge will be assessed in each direction.

##### **SECTION A**

1. When loaded cars are weighed and the weight so ascertained are used for the assessment of line-haul freight charges by the railroad performing the weighing service, or performing the spotting service incident to weighing performed on private scales located at the industry, no charge will be made by the carrier for the weighing or spotting service.

##### **SECTION B**

1. Carload shipments rated per car, per mile or any measure not requiring weights will not be weighed by carrier free of charge.

##### **SECTION C**

1. When a consignor or consignee requests that a car containing a commodity which is not subject to shrinkage from its inherent nature be reweighed, this service whenever practicable will be performed by carrier provided track scales are available which will permit that service either:
  - A. At terminal or other hold point which the car is being held at time the request of reweighing is received, or
  - B. At point on route of movement intermediate between destination and point at which car is located at

- time the request for reweighing is received, or
- C. At destination.
2. When a consignor or consignee requests the weighing or reweighing of an empty car, this service, wherever practicable will be performed by the carrier without charge, provided such weighing or reweighing discloses error in the tare weight in excess of the tolerance authorized in Paragraph 7, Item 435.
  3. When carload shipments moving under official, certified, or weight agreement weights are weighed at the request of the consignor or consignee, weigh charges will be assessed, regardless of the tolerance provided for in Item 435 (see Item 445).
  4. When carload shipments, which are provided for in classification and Tariffs at fixed or estimated weights, are weighed at the request of consignor or consignee, the charges in this Item will be assessed regardless of the tolerances provided in Item 435.

#### **SECTION D**

1. When inbound freight or the empty car which contained such freight is weighed or reweighed by a switching line (not participating in the freight rate), the charges authorized in this Item will be assessed regardless of any variation in weights and will be in addition to the regular switching charge. When change is made in billed weight the charge will be made by the switching line against the delivering road. If no change is made in billed weight the weighing charges will be made by the switching line against the delivering line-haul carrier who will, in turn, collect from the party requesting weighing.
2. When outbound freight or the empty car which is to contain such freight is weighed by a switching line (not participating in freight rate), the above charges will be assessed in all cases and will be in addition to the regular switching charge. If weight obtained is not used in determination of freight charges, the charges will be against the outbound line-haul carrier who will, in turn, collect from the party requesting weighing. When weight obtained is used in determination of freight charges, the charge will be made by the switching line against the outbound line-haul carrier.

#### **ITEM 445—WEIGHT AGREEMENT**

1. When consignor's or consignee's weights, as the case may be, of property are accepted and applied by the carriers under weight agreements, properly supervised, such weights should be designated in the prescribed manner on waybills, shipping tickets, bills of lading, or weight certificates, (see Item 440) and the property will not be reweighed, except as provided in item 440. Proper supervision means checking the records of the consignor's or consignee's, as the case may be, by the authorized representative of carrier to verify the weights and descriptions furnished, and the weighing of a sufficient number of cars for verification.
2. When investigation, through examination of the consignor's or consignee's records, as the case may be, or by reweighing discloses error in weights or description shown on original billing, the charges will be adjusted to the proper basis, and notice of such change shall in all cases be transmitted to the interested carriers or their authorized representatives.
3. Forms of weight agreement suitable to the character of the business tendered for transportation shall embrace the following general principles. The agreements shall be in writing and provide that:



- A. The consignor or consignee, as the case may be, shall report and certify correct gross weights (except where estimated weights are provided in Tariff or classifications), bills of lading or weight certificates and correct gross, tare and net weights when obtained on track scales, where such weights are used for billing purposes.
  - B. The consignor or consignee, as the case may be, shall allow the authorized representative of the carrier to inspect the original weight sheets, books, invoices and records necessary to verify the weights and description of the commodities certified in the shipping tickets, Bills of Lading or weight certificate.
  - C. The consignor or consignee, as the case may be, shall promptly pay to the authorized representative of the carrier, bill for all undercharges, resulting from the certification of incorrect weights or improper description.
  - D. When weights of uniform or standard weight articles are based upon averages, the consignor or consignee, as the case may be, shall give prompt notice to the authorized representative of the carrier when any change is made in the package or material used which will affect the weight arrived at by use of the average.
  - E. The consignor or consignee, as the case may be, shall keep in good weighing condition any and all scales used in determining weights and have track scales tested, maintained and operated in accordance with the Track Scale Handbook published by the Association of American Railroads and shall allow the authorized representative of the carrier in inspect and test them.
  - F. The agreement may be canceled by ten days' notice in writing to either party.
  - G. All shipments made under the agreement will be subject to rates and charges prescribed by classification, Tariffs or rules of the carriers interested.
4. When official, certified, or weight agreement weights are in effect at origin and destination, unless otherwise specified by contract or definitive Bill of Lading instructions, the weight agreement of the party paying the freight charges will apply. Third party shipments will be governed by origin weights.

#### **ITEM 450—FURNISHING WEIGHTS UNDER WEIGHT AGREEMENT**

- 1. When a shipment requires ascertainment of weight at destination by reason of consignee's weight agreement, consignee must furnish weight to the destination line-haul carrier by midnight on the second day following the day that car which contained the shipment is released from demurrage (see **Note 1**, this Item).
- 2. In the event that weight is not furnished in accordance with Paragraph 1 above, a charge of \$50.00 per car per day or fraction thereof, commencing with midnight on the second day following the day that the car which contained the shipment is released from demurrage, will be assessed by the destination road-haul carrier against the consignee until such weight is furnished (see **Note 1**, this Item).
- 3. Weights must be furnished by consignee to authorized railroad personnel by electronic means (see **Note 1**, this Item).
- 4. Where origin or destination weight agreements govern the assessment of freight charges, weights, determined by the rail carrier are privilege information. Weights will be furnished upon request to consignor, consignee or party entitled to receive same and applicable charge will be assessed.

**APPENDIX A—CUSTOMERS OPEN TO SWITCHING TEXT**

STATION	LIST OF INDUSTRIES
<b>Wheeling &amp; Lake Erie Customers</b>	
<b>AKRON, OH</b>	
Metalico Annaco	River Valley Paper (Summit Street Plant)
<b>CANTON, OH</b>	
Marathon Petroleum	PSC Metals (Varley Avenue Plant)
Slesnick Iron & Metal Company	
<b>CLEVELAND, OH</b>	
ArcelorMittal (Served by CWRO)	Charter Steel (Served by NSR)
Heidtman Steel Products (Served by CWRO)	
<b>MINGO JUNCTION, OH</b>	
Turf Care (Served by NS)	
<b>Akron Barberton Cluster Stations</b>	
<b>AKRON, OH</b>	
Akron Rebar	A Schulman (Exeter Road) (Only open to WE)
Cargill Salt, Inc	Carter Jones Lumber (Only open to WE)
Cotter Merchandise Storage	Emerald Performance Materials
Firestone Synthetic Rubber	Landmark Plastic (Only open to WE)
National Lime and Stone	Omnova Solutions (Only open to WE)
River Valley Paper (Firestone Parkway Plant)	
<b>BARBERTON, OH</b>	
BWX Technologies, Inc	Continental Carbon
PC Sales	PPG Industries
PSC Metals, Inc (7th Street Plant)	Ravago Entec
<b>KENT, OH</b>	
Crowley Tar Products (Only open to WE)	
Shelly Materials	
<b>RAVENNA, OH</b>	
West Rock (Only open to WE)	
<b>RITTMAN, OH</b>	
Morton Salt Company	
<b>WADSWORTH, OH</b>	
Akro Mills	First Energy Corporation

KEY:	
<b>NEW</b>	<b>New Addition</b>
<b>TEXT</b>	<b>Change in Wording</b>
	<b>Price Increase</b>
	<b>Price Decrease</b>