

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

Freight Tariff WE 7001

Demurrage Rules and Charges



Issued: January 21, 2016

Effective: February 01, 2016

Issued by:

Wheeling & Lake Erie Railway Company

100 East First Street

Brewster, Ohio 44613

TABLE OF CONTENTS

SUBJECT	ITEM
CANCELLATION NOTICE	5
LIST OF PARTICIPATING CARRIERS	10
REFERENCE TO TARIFFS, ITEMS, NOTES, GLOSSARY, RULES, ETC	15
CREDIT AND PAYMENT OF CHARGES	20
GLOSSARY OF TERMS	200
NOTIFICATION TO CUSTOMERS	250
NOTIFICATION TO WE	300
CARS HELD FOR LOADING TRANSACTIONS, ETC	350
CARS HELD FOR COMPLETE UNLOADING TRANSACTIONS, ETC	400
PRIVATE AND RAILROAD CARS HELD FOR OTHERS PURPOSES, TRANSACTIONS, ETC	450
DEMURRAGE PLAN	500
DEMURRAGE CALCULATIONS AND CHARGES	550
PROCEDURES FOR DISPUTING INVOICES	600
SITUATIONS WHERE RELIEF IS PERMISSIBLE	650

ITEM 5—CANCELLATION NOTICE

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

WE 8001-F Original Part 2

ITEM 10—LIST OF PARTICPATING 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—CREDIT AND PAYMENT OF CHARGES

Credit Establishment

All customers are required to establish credit with WE prior to shipment. Please contact Jodi Specht, Director of Revenue Accounting at 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.

ITEM 200—GLOSSARY OF TERMS

Actual Placement	When a car is placed in an accessible position for loading or unloading, or at a point designated by the Consignor or Consignee.
Assigned Car	A car of any ownership specifically requested and assigned to a shipper by a railroad.
Articulated Car	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.
Bill Of Lading	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.
Care of Party	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.
Common Points	Points that can be reached by, or in connection with, two or more railroads operating from or to the same junction point.
Consignee	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.
Consignor/Shipper	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.
Constructive Placement	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.
Credit	Non-chargeable demurrage day. Credits can only be earned on those cars released.
Demurrage Day	A twenty-four hour period, or part thereof, commencing 0001 after tender (calendar day).
Destination	Billing destination, or if such destination is serviced by a serving yard, then such serving yard will be considered as the destination.

Disposition	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.
Diversion	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"> A. A change in destination B. A change in route C. A cancellation of a previous diversion order D. The addition of a Mexican Customs Broker, US Freight Forwarder, US Customs Broker and/or Canadian Customer Broker
Electronic Means	Any approved electronic device (i.e. WE Website, email, facsimile) used to communicate to Customer Service the disposition of a car.
Empty Cars Ordered and Not Used	Empty cars ordered for loading and not used in transportation service.
Empty Release Information	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.
Forwarding Instructions	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.
Hazardous Material	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.
Holiday	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.
Idler Car	An empty car used to protect overhanging loads, or used between cars loaded with long material.
Industrial Switch Connection	A switch located upon WE property and maintained by WE for access to privately owned sidetracks.
Interstate Traffic	Traffic having origin, destination, and/or transportation in more than one state.
Inter-terminal Switching	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.

Intra-plant Switching	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.
Intrastate Traffic	Traffic having origin, destination, and entire transportation within one state.
Intra-terminal Switching	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.
Lease Charge	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.
Lease Track	Any track(s) assigned to a user through written agreement. Lease track will be treated the same as a private track.
Line-haul	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.
Main Line Switch	An Industrial Switch Connection contained on the Main Line Track of WE or AB.
Main Line Track	A Track used for through trains contained on WE or AB.
Mechanical Refrigerated Car	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.
Normal Business Hours	Normal business hours are from 8:00AM to 4:30PM EST Monday through Friday except for holidays.
Notification	The transfer of information advising the change in the status of a railcar.
Other Than Public Delivery Track	Any track(s) assigned for individual use, including privately owned or leased tracks.
Payor of Freight	The responsible party listed on the bill of lading or waybill for the payment of the line-haul freight charges.
Private Car	A car bearing other than railroad reporting marks and which is not a railroad-controlled car.
Private Track	Any track which is not owned or leased by the railroad.
Public Delivery Track	Any track open to the general public for loading and unloading.
Railroad-Controlled Car	A car bearing railroad reporting marks or a car bearing other than railroad reporting marks provided to the railroad directly by car companies.

Reciprocal Switching	The movement in switching service for loading or unloading immediately preceding or following line-haul movement over another railroad.
Reconsignment	A change in billing/shipping instructions that does not affect the physical movement or route of a railcar. Changes which constitute a reconsignment include: <ul style="list-style-type: none"> A. A change in the Consignee, Care of Party, Payor of Freight, or Rule 11 Payor of Freight. B. A change from prepaid to collect or vice versa
Refused Loaded Car	When the loaded car is refused at destination without being unloaded.
Reloading	When a car is held for loading after being released as an empty.
Reshipment	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.
Rule 11 Payor of Freight	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.
Serving Yard	A yard at which customers are notified of the availability of railcars.
Side Track	A Track secondary to a Main Line Track contained on WE or AB.
Side Track Switch	An Industrial Switch Connection contained on a Side Track of WE or AB.
Stopped in Transit	When a car is held en route because of any condition attributable to the Consignor, Consignee, or the owner of the lading.
Tender	The notification, actual placement or constructive placement of the railcar.
Time	Eastern Standard Time is applicable, expressed on the basis of the 24-hour clock. (Example: 12:01 AM is expressed at 0001 Hours).
Tolerance	The difference in weights due to variation in scales or weighing, which may be permitted without correction of the billed weight.
Unloading	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.
Waybill	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.
Waybill Cancellation	A waybill cancellation is accomplished if: <ul style="list-style-type: none"> A. The railcar has not been interchanged to or from a connecting carrier. B. The railcar is not in an interchange block.

Waybill Correction	<p>A correction to a waybill includes:</p> <ul style="list-style-type: none"> A. Correcting a seal number, reference number, quantity count or package type. B. Adding or removing equipment from a multi-car waybill, the net weight on a weight agreement or shipper's certified weights movement. C. Adding or correcting a beneficial owner, notify party, account of party, ship from party or Ultimate Consignee.
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ITEM 250—NOTIFICATION TO CUSTOMERS

1. The following notifications by Electronic Means will be furnished as indicated when a railcar is available:

Cars to be delivered to Private Tracks

- A. Notice of arrival will be given to party entitled to receive notification when railcar is available.
- B. Notification of constructive placement on all cars held on WE tracks due to any condition attributable to Consignee or Consignor.
- C. Delivery upon industrial interchange tracks of Consignee or party entitled to receive same will constitute notification.

Cars to be delivered to Public Tracks

Notice of arrival will be given to party entitled to receive notification when railcar is actually placed.

Refused Carload Freight

When advised of refusal of car at destination, notice will be sent or given to Consignor or owner of the lading

2. Notification information provided:
 - A. Car Initial, number, and commodity
 - B. If the contents transferred en route, WE will furnish car initial and number of the original car and replacement car.
3. Methods and procedures for notification:

Notification must be sent or given by Electronic Means, (see Electronic Means, Item 200). When Consignor or Consignee utilizes electronic or mechanical device notification will be considered as having been given to Consignor or Consignee, as of the date and time transmitted

The Consignor or Consignee is responsible for providing the WE with the correct contact or contacts for notification purposes.

ITEM 300—NOTIFICATION TO WE

Disposition must be submitted by the Consignor/Consignee in writing by Electronic Means when furnishing such instructions. All written instructions or instructions given by Electronic Means will be considered as having been furnished at the date and time that they are received and that time and date will govern.

WE Customer Service can be contacted via email at customerservice@wlerwy.com or via facsimile at **330-767-7035**.

AB can be contacted via email at abchome@abcrwy.com or via facsimile at **330-745-4519**.

No cars will be spotted upon arrival. Written instructions must be received for the placement of any car(s).

Shipping instructions or BOL (bill of lading) information will be furnished either through EDI (Electronic Data Interchange) or through our website at www.wlerwy.com. An application under the Customers tab will set up new users for this process.

ITEM 350— CARS HELD FOR LOADING, TRANSACTIONS, ETC.

Loading is the complete loading of a car in conformity with American Association of Railroads (AAR) loading and clearance rules, and the furnishing of forwarding instructions.

ITEM 400— CARS HELD FOR COMPLETE UNLOADING, TRANSACTIONS, ETC.

Unloading means the complete unloading of a car and the receipt of notice through Electronic Means from consignee that the car is empty and available to the railroad.

ITEM 450— PRIVATE AND RAILROAD CARS HELD FOR OTHER PURPOSES, TRANSACTIONS, ETC.

Applicable to cars held:

1. On orders of Consignor or Consignee.
2. While awaiting proper disposition from the Consignor or Consignee.
3. As a result of conditions attributable to the Consignor or Consignee.

ITEM 500—DEMURRAGE PLAN

1. Applicable at all stations.
2. Settlement of charges will be made on a monthly basis on all cars released during each calendar month.
3. Charges will be assessed against the consignee at destination on cars waiting placement or the consignor at origin on cars waiting forwarding instructions.
4. Credits earned and demurrage days accrued by customers having facilities at separate stations cannot be combined.
5. All days are chargeable including weekends and holidays. A maximum of two credits can be earned for each railcar.
6. Credits earned and demurrage days accrued will be calculated separately for the following:
 - A. Cars held for loading transactions.
 - B. Cars held for complete unloading transactions.

- C. Private and Railroad-Controlled cars held for other purposes.
7. Excess credits earned for one transaction cannot be used to offset demurrage days on another transaction.
 8. Excess credits earned in one calendar month cannot be used to offset demurrage days in another calendar month.
 9. For demurrages purposes; Private cars, Railroad-controlled cars, and Private Mechanical Refrigerated cars, and Railroad-Controlled Mechanical Refrigerated cars will be calculated separately.
 10. Cars that are not ordered into a private track are constructively placed within twenty-four hours and put on demurrage.
 11. All Private cars and Railroad-Controlled cars held for or by Consignors or Consignees are subject to demurrage rules and charges, except the following:
 - A. Cars for loading or complete unloading of WE company material while held on WE tracks or private siding connecting therewith.
 - B. Cars assigned to shippers returned to point of assignment to the extent storage rules apply.
 - C. Railroad-Controlled cars leased for storage of commodities while held on the lessee's tracks and car hire (per diem) is not paid by WE.
 - D. Cars specially equipped for handling welded railroad rail held for loading such rail.
 - E. Empty cars ordered and rejected within twenty-four hours as unsuitable for loading.

ITEM 550—DEMURRAGE CALCULATIONS AND CHARGES

1. Total demurrage days for cars released will be added.
2. Total credits for cars released will be added.
3. The demurrage day starts from the first 0001 after placement or constructive placement.
4. For Private cars, the demurrage day stops from constructive placement once the cars are placed on a private track.
5. For Railroad-Controlled cars, the demurrage day continues from the constructive placement or placement until the car is released.
6. For Private Mechanical Refrigerated cars, the demurrage day stops from constructive placement once the cars are placed on a private track.
7. For Railroad-Controlled Mechanical Refrigerated cars, the demurrage day continues from the constructive placement or placement until the car is released.
8. If total demurrage days exceed the total credits, calculation of charges will be made as follows:
 - A. Subtract number of total credits from total demurrage days to determine chargeable days.
 - B. The number of chargeable days will be assessed at \$90.00 per day per car on loaded and empty Railroad-Controlled cars.
 - C. The number of chargeable days will be assessed at \$50.00 per day per car on loaded and empty Private cars.
 - D. The number of chargeable days will be assessed at \$100.00 per day per car on Private and Railroad-Controlled Mechanical Refrigerated cars.

ITEM 600—PROCEDURE FOR DISPUTING INVOICES



In order for relief to be considered on an invoice, a dispute must be submitted to the email listed on the bill within 15 calendar days of the bill date. The dispute must include the reason for the dispute, cars involved and the dates that the dispute applies to.

ITEM 650—SITUATIONS WHERE RELIEF IS PERMISSIBLE

1. **Weather Interference:** When because of earthquakes, hurricanes, or floods, the operations of the Consignor or Consignee are disrupted, the demurrage calculations may be adjusted to account for the disruption, provided the disruption exceeds 2 days in duration. Any cars under Constructive Placement on the day of a disruption will also have Demurrage Days adjusted to account for the disruption, if the disruption is affecting the ability to actually place the car that is under Constructive Placement.
2. **Strike Interference:** When it is impossible to load or unload or receive cars from or make cars available to the WE because of strike interference at the point where the loading or unloading is to be accomplished, Demurrage Days will be charged at the rate of \$35.00 per day for private owned railcars and \$60.00 per day for railroad owned railcars during the period of strike interference, provided:
 - A. The disruption exceeds ten days in duration during one calendar month.

The provisions of this item will not apply to:

- A. Inbound cars when waybills are dated four days after the beginning of strike interference.
 - B. Cars for loading when ordered after the beginning and prior to the ending of strike interference.
1. **Railroad Error:** If, through Railroad Error, demurrage charges are assessed, demurrage will be adjusted to the amount that would have accrued but for such error.

KEY:	
NEW	New Addition
TEXT	Change in Wording
	Price Increase
	Price Decrease