



Public Freight Tariff

HRRC 9000-G

**Rules and Governing Provisions
Demurrage, Special Train Services,
And Other Miscellaneous Services
Station List and Mileage Table**

**Applying At or Between Stations on
HOUSATONIC RAILROAD COMPANY, INC.
States of Connecticut and Massachusetts**

Effective: May 1, 2020

**Furnished By:
Housatonic Railroad Marketing & Sales
www.HRRC.com**

HRRC 9000G OVERVIEW

Miscellaneous services enumerated herein are available from HRRC only to the extent that shipments are either on its lines or under its control. Except as otherwise provided herein, these services and charges are separate from, and additional to, linehaul transportation and the charges for miscellaneous services of other enroute carriers.

Prices in this publication apply to all stations of Housatonic Railroad in the State of Connecticut and the Commonwealth of Massachusetts.

HRRC 9000G GENERAL RULES

ITEM 5 - DESCRIPTION OF GOVERNING CLASSIFICATIONS, RULES AND TARIFFS

This Tariff is governed, except as otherwise provided herein, by the following:

ICC HRRC	4000	Local, Joint and Proportional Rates Applying to Various Commodities
ICC UFC	6000	Uniform Freight Classification
ICC OPSL	6000	Official Railroad Station List
ICC BOE	6000	Bureau of Explosives, Hazardous Materials
ICC STCC	6001	Standard Transportation Commodity Codes
ICC RER	6411	Railway Equipment Register

ITEM 20 – REFERENCES TO TARIFFS, ITEMS, NOTES, RULES, ETC.

Where reference is made in this tariff to tariffs, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such tariffs and reissues of such items, notes, rules, etc.

ITEM 45 – CAPACITIES AND DIMENSIONS OF CARS

For marked capacities, lengths, dimensions and cubical capacities of cars, see Tariff ICC RER 6410 Series.

ITEM 80 – ROUTE MILES

Any reference in this tariff to HRRC miles or HRRC route miles includes the distance between the point of interchange and point of origin or destination on HRRC, and the points of interchange in the case of traffic not originating or terminating on HRRC, regardless of whether the traffic is actually moved from or to the interchange point by HRRC or by another carrier.

ITEM 210 – NON-APPLICATION OF UFC RULES

Unless otherwise specifically provided, rates in this tariff are not subject to Rule 13, Rule 24, and Rule 29 of the Uniform Freight Classification, nor to any other provision that permits the use of more than one car in order to satisfy the carload minimum weight attached to a particular rate.

ITEM 280 – IDLER CAR RULE

- (1) This rule applies in lieu of Uniform Freight Classification Rule 29 or exceptions thereto.
- (2) When a shipment requires on account of length, safety, or for any other reason, two or more cars, charges will be assessed on the basis of the load bearing car plus an additional charge for each idler car used as prescribed in paragraph 3 below.
- (3) Each idler car used will be charged on the basis of one half the charge assessed on the load bearing car.
- (4) When the load bearing car is charged on the basis on a through rate, or joint rate, or when the HRRC portion of the rate is determined by confidential divisions or other agreement for the division or allocation of revenue between HRRC and a connecting carrier, each idler car will be charged on the basis of one half the charge which would be assessed on the load bearing car under the provisions of this tariff.

ITEM 245 – LIMITATION OF LIABILITY – SPECIAL TRAIN MOVEMENTS

In all events, liability of HRRC for loss, damage or destruction of lading or cars moving in special train service shall be limited to one thousand dollars per car including its lading, regardless to the cause of such loss damage or destruction. This provision shall in no event enlarge the liability or responsibility which HRRC would have for said loss or damage in the absence of this provision. The provisions of this Item apply to all movements to which Item 20070 or Item 30010 apply and to all other special train movements whether governed by contract, tariff, quotation or otherwise.

SECTION 1: DEMURRAGE AND STORAGE

ITEM 300 – DEMURRAGE AND STORAGE [E]

ITEM 301 – CALCULATION OF DEMURRAGE CHARGES [A]

1. Total car days for all railroad-controlled cars will be added. Car days are net of non-service allowance days.
2. Total credits for all railroad-controlled cars will be added.
3. If total credits equal or exceed total net car days, demurrage charges will not be assessed.

4. If total net car days exceed the total credits, calculation of charges will be made as follows:
 - a. Subtract total credit days from total car days to determine chargeable days.
 - b. The number of chargeable days will be assessed \$30.00 per day until June 30, 2020 and will increase to \$40.00 per day beginning July 1, 2020.

ITEM 302 – CALCULATION OF TOTAL CAR DAYS [C]

Chargeable car days shall begin at 12:01 a.m. (00:01) of the day following the day of actual or constructive placement and shall continue until the car is released by the customer. The day of placement is not a chargeable car day. The day of release is a chargeable car day. All partial days shall be charged as full days.

ITEM 303 – CREDIT DAYS ALLOWABLE

1. For each loaded car delivered for unloading, three (3) credit days shall be allowed.
2. For each empty car delivered for loading, two (2) credit days shall be allowed.

ITEM 304 – ALLOWANCES PERMISSIBLE FOR RELIEF OF DEMURRAGE CHARGES

A. Switching Delays.

When a car which has been constructively placed is ordered for actual placement and actual placement is delayed for any reason, including non-service, an allowance will be given for a delay in placement to the extent that such delay exceeds seven days after such order. This allowance will apply only to the car ordered placed. No allowance will be given for a delay in placement which does not exceed seven days. The allowance day(s) will be deducted from the car days for all day(s) beginning seven days after which the placement order was given, but not including the day on which the car is actually placed.

B. Weather Interference, Strike Interference.

No allowance will be given for delays in placement for weather interference or strike interference to the operations of consignor or consignee.

ITEM 305 – STORAGE OF RAILWAY EQUIPMENT

A. Application

This item applies to freight cars, passenger cars, and all other railway equipment held on HRRC tracks, whether or not the car or other equipment has moved or will move on its own wheels as freight subject to transportation charges. This item does not apply to empty freight railroad cars in general freight service which are held by HRRC for its convenience, nor to loaded freight cars which have been actually or constructively placed and are subject to demurrage charges.

B. Calculation of Storage Period

The storage period shall commence at the time of movement of the equipment onto HRRC tracks and shall continue until a document is given HRRC containing all necessary information and authority to forward the equipment, the equipment is placed in mechanical condition suitable under applicable government regulations for movement, and all storage charges are paid if such payment is required by HRRC prior to movement, whichever shall last occur. In the case of any equipment situated on HRRC tracks upon the effective date of this tariff, the storage period shall commence upon the effective date of this tariffs.

C. Storage Charges

Charges will be assessed against the consignor and owner of the equipment if storage charges occurred at origin or en route, and against the consignee and owner if storage charges occurred at destination. The chargeable storage rate is \$30.00 per day or portion thereof and is charged with respect to each car or other unit of equipment. One (1) free day will be allowed on each car released from storage.

D. Lien on Equipment and Release from Storage

To the extent permitted by law, the storage charges assessed under this item shall constitute a lien against the stored equipment. For any equipment subject to storage charges for more than ten (10) days, HRRC may, at its option, require full payment of all storage charges prior to movement of such equipment, in which event storage charges will continue to accrue until full payment thereof.

SECTION 2: SERVICES IN SUPPORT OF CONTRACTOR ACTIVITIES

ITEM 400 – SERVICES IN SUPPORT OF CONTRACTOR ACTIVITIES [N]

The following Items apply to services rendered by Railroad in support of construction activities that occur on, over, under, adjacent to or otherwise affecting a Railroad Line and also apply to services rendered to or on behalf of adjacent property owners or private rail sidings and facilities. This item includes services rendered to public utilities including electric, gas, water, sewer, telephone and other communications providers and services rendered in connection with private or public grade crossings or in connection with repair, inspection or other work on over-grade or under-grade bridge or similar structures.

ITEM 401 – FLAGGING, INSPECTION AND EIC [N]

Flagging, Inspection and Employee in Charge services are required in connection with all construction and other activities that occur on, over, under, adjacent to or otherwise affecting a Railroad Line, including the matters described in Item 400. Such services must be arranged in advance and are charged at the rate of \$125 per person per hour with

a minimum of 4 hours. Charges accrue from the time that the individual departs his/her railroad origination location until return to such location. Price includes transportation vehicle for railroad representative and radio communication equipment, if needed.

ITEM 402 – WORK TRAIN SERVICE [N]

Work Train Service rates apply whenever a locomotive is used in support of a construction or other similar activity. A Work Train consists of one or more locomotives and operating crew of two persons, and may include one or more railroad owned or contractor supplied rail cars. Work Train Service is charged as follows:

- (1) Work Train consisting of one locomotive and crew is charged in 4 hour unites at a rate of \$1600 per period of 4 hours or less.
- (2) Additional locomotives on the same train are charged at a rate of \$750 per additional locomotive per period of 4 hours or less.
- (3) Railroad owned cars are charged at a rate of \$125 per car per day or portion thereof.

ITEM 403 – CONTRACTOR MATERIALS

Contractor Materials for railroad track work delivered by Rail to HRRC as consignee from a connecting Carrier shall be subject to an interchange/handling charge of \$400 per car at Pittsfield and Danbury. Cars delivered to HRRC at Derby shall be subject to an additional charge of \$800 for one or more cars delivered together, in addition to the per car charge. These charges shall not apply when a joint through rate to a Housatonic Station has been established and will not apply to overweight, over dimension, or welded rail trains which cars must move on a joint through rate. The charge will be the responsibility of the freight payer indicated on the waybill or the owner of the material.

SECTION 3: MISCELLANEOUS SERVICES

20010		CAR SERVICE RULE 7 RETURN, applies on cars delivered to HRRC in error, which HRRC switches and returns to delivering carrier.	\$300.00
20020	[A]	DIVERSION AND RECONSIGNMENT, applies only if order is received prior to actual placement or while car is under HRRC control. If shipment has been delivered or is out-of-route to the new destination, Local rates apply. Per Car Diversion.	\$250.00
20030	[A]	TURNOVER ORDER, Shipper or consignee name change or a bill of lading correction not requiring extra car movement.	\$100.00
20040		STOP OFF, for partial Loading and Unloading, Per car	\$450.00

20050		CAR ORDERED FOR LOADING AND NOT USED, this charge applies if a car ordered by a customer for loading is ordered by HRRC from off-line or moved by HRRC in connection with such order.	\$200.00
20060	[A]	DELAY AND WAIT, computed from start to end of delay or wait on cause or order of patron. Per ¼ hour	\$100.00
20070	[A]	SPECIAL TRAIN SERVICE AT TERMINAL, when special movements at terminal points are required because of excessive dimensions, excessive weight, high center of gravity or other conditions not permitting normal train operation, a charge will be made, in addition to all other applicable charges, for the time required to make the movement, and to return the engine and crew to the starting point. Per ¼ hour	\$100.00
20080		EMERGENCY TRAIN SERVICE, when a customer orders train service on a day or time when service is not normally provided, an emergency train service charge shall be made in accordance with this Item. All charges in accordance with this Item shall be in addition to all other applicable charges for the traffic.	\$2,500.00
20090		INTRA-PLANT SWITCHING repositioning of previously placed cars at a different location within a patron's facility. Does not include special train service. Per car	\$50.00

30010 – SPECIAL TRAIN SERVICE

Whenever special freight train service is requested by shipper or consignee or required because of excessive dimensions, excessive weight, high center of gravity or any other condition not permitting normal train operation, HRRC may perform such special train movements between stations on HRRC, or between stations on HRRC and junctions with connecting lines, or between junctions with connecting lines. If such special train service is provided by HRRC the special train charges shown in Item 30020 will be made and will be in addition to ordinary freight train movements. HRRC reserves the right to decline to provide special train service, to assess charges in addition to those provided for herein, and to assess separate special train chargers for each car having excessive dimensions, high center of gravity, excessive weight or other conditions not permitting normal train movement regardless of whether said cars are moved together, in the same train, or in separate trains.

30020

The charge for special train service will be based on the rate of \$75.00 per train mile or fraction thereof. The minimum charge will be \$2,500.00.

SECTION 4: STATION LIST

The following is a list of HRRC stations and the distance thereof from the interchange with CSXT at Pittsfield, Massachusetts:

HRRC MASSACHUSETTS STATIONS

ASHLEY FALLS	35 MILES
GREAT BARRINGTON	26 MILES
HOUSATONIC	21 MILES
LEE	11 MILES
LENOX	7 MILES
LENOXDALE	8 MILES
PITTSFIELD	2 MILES
SHEFFIELD	31 MILES
SOUTH LEE	15 MILES
STOCKBRIDGE	17 MILES

HRRC CONNECTICUT STATIONS

BOTSFORD	98 MILES
BROOKFIELD	85 MILES
CANAAN	37 MILES
CORNWALL BRIDGE	54 MILES
DANBURY	89 MILES
DERBY SHELTON	111 MILES
FALLS VILLAGE	43 MILES
GAYLORDSVILLE	68 MILES
HAWLEYVILLE	90 MILES
KENT	62 MILES
NEW MILFORD	75 MILES
NEWTOWN	94 MILES
STEVENSON	103 MILES

SECTION 5: ABBREVIATIONS

ABBREVIATION	EXPLANATION
BOE	Bureau of Explosives
CWT	Hundred Weight
HRRC	Housatonic Railroad Company, Inc.
RER	Official Railway Equipment Register
STCC	Standard Transportation Commodity Code
UFC	Uniform Freight Classification

SECTION 6: MISCELLANEOUS PROVISIONS

ALTERNATION / NON-ALTERNATION OF PUBLICATION

Rail Transportation Contracts and Confidential Quotes take precedence over prices published herein for the same commodities over the same routes.

Prices published in this public Price List will alternate with prices, with similar price conditions, published in other public price documents.

DESCRIPTION OF COMMODITIES AND INSPECTION

The description of commodity(s) on the Shipping Document will conform to the Standard Transportation Commodity Code (STCC) and show the STCC number(s). When different prices are provided for the same commodity(s) according to the type of packing or package, the type of packing or package should be shown.

The Carrier(s) reserve the right to inspect shipments to determine applicable prices. When the commodity(s) are found to be incorrectly described, freight charges will be collected according to the proper description.

EMERGENCY ROUTING

When in the case of pronounced traffic congestion (not an embargo), washout, wreck or other similar emergency, or through Carriers' error, Carriers forward shipments via other junction points of the same Carriers or via the lines of other Carriers party to the Price List, the price to apply will be that specified in this Price List, but not higher than the price applicable via the route of movement.

EQUIPMENT MILEAGE ALLOWANCE

No Mileage Allowance Payments will be made on privately owned or leased railcars.

FUEL SURCHARGE

Fuel surcharges as provided for in CSXT Fuel Surcharge publications, as applicable, as of the date of shipment tender shall apply.

HOUSATONIC RAILROAD DESTINATIONS

This publication applies to all Housatonic Railroad stations in Massachusetts and Connecticut.

LOADING AND UNLOADING

Consignors and Consignees will load and unload cars. Consignors must load all cars in accordance with the Association of American Railroads' Circular 42 Series and appropriate AAR commodity loading publications and revisions thereof, or as approved by Rail Carriers involved. All unused securement devices must be returned to and stored in the same car from which removed, and devices must be secured. To inquire about loading and unloading requirements for a participating Carrier other than Housatonic or CSXT, contact that Carrier's sales office. For further information on CSXT loading and unloading requirements, contact:

Director - Freight Damage Prevention
CSX Transportation, Inc. - J815
P.O. Box 44085
Jacksonville, FL 32231-4085
800-327-9715 (Within U.S.)
904-279-6331 (Outside U.S.)

Temporary blocking, flooring or lining, corrugated fiberboard or plywood separators or dividers, standards, strips, stakes or similar bracing or supports (hereafter referred to as dunnage), bulkheads, partitions, temporary doors or door protection, not constituting a part of the car, when required to protect and make freight secure for shipment, will be furnished and installed by Consignor at consignor's expense. Transportation charges for dunnage, when made, shall be at the price applicable to the freight which it accompanies. Consignee is responsible for unloading all material from the railcar. This includes lading, dunnage, loading or unloading enhancement materials, or any other miscellaneous debris. Failure to comply with these rules will result in Consignee being charged for all associated removal costs (minimum of \$150 to a maximum of \$500 per car). When equipment is found to be misloaded or overloaded, the Consignor will be given the opportunity to correct the situation at the Consignor's expense. Consignor is responsible for all damage to freight, rail equipment, or both caused by misleading or overloading. For overloaded cars on CSXT, see CSXT Tariff 8100 Series. Consignee is required to return and secure the same car, all railroad owned securement devices removed to complete unloading, securely lock all bulkhead doors, return wooden doors used in transportation of bulk commodities and close all exterior doors and hatches.

LOSS AND DAMAGE LIABILITY OF CARRIER

The Carrier shall be liable for claims only if Carrier negligence is shown by the claimant to be the proximate cause of the loss or damage. Carrier liability for shortage of goods shall be conditioned upon evidence of unauthorized entry into the railcar while the same is in the possession of the Carriers. Carrier shall not be liable for special or consequential damages, including market decline claims, products deterioration, or other such claims based on delay in transportation, nor shall Carrier be liable for punitive damages or attorney fees. Carrier liability for damages or shortages is contingent upon Carrier or its agent receiving immediate notification of all noted visible damages and/or shortages discovered during the unloading of a railcar. Carrier maximum liability for lading loss

or damage will not exceed \$50,000 per carload. Damage or shortages discovered other than between 8:00A.M. and 5:00 P.M., Monday through Friday, are subject to reporting no later than 24 hours following unloading from railcar, Saturdays, Sundays, and Holidays excluded. Concealed damage must be reported immediately upon discovery and made available for inspection at point of delivery. Damage may be reported to: Phone: 800-432-1032. Failure of the shipper to comply with packaging requirements of the Uniform Freight Classification and AAR loading provisions shall be a defense to any claim for damage. Any claim for loss or damage shall be filed within nine (9) months of the date the shipment was delivered, or in the case of failure to make delivery, then within nine (9) months after a reasonable time for delivery. Any lawsuit or other action for the enforcement or liability for loss of damage shall be instituted within one (1) year after the railroad first declines the claim. Loss and Damage Claims should be filed with:

Director - Freight Claims Services
CSX Transportation, Inc. - J815
P.O. Box 44085
Jacksonville, FL 32231-4085
800-327-9715 (Within U.S.)
904-279-6331 (Outside U.S.)

ONE CONSIGNOR, CONSIGNEE, AND DESTINATION

The name of only one (1) Consignor, one origin, one Consignee and one destination shall appear on a Shipping Document. The Shipping Document may also specify the name of a third party that will be billed for the freight charges or a party at the same destination to be notified of the arrival of the shipment.

OVERCHARGE CLAIMS

Claims for overpayment of charges must be in writing and received by Carriers no later than three (3) years after delivery or tender of delivery of shipment. Any lawsuit for overpayment of charges must be filed within:

- A. three (3) years after delivery or tender of delivery of shipment, or
- B. six (6) months from the date of Carriers' disallowance of the last timely filed claim, whichever occurs later.

For Overcharge Claim Information pertaining to a participating Carrier other than Housatonic RR or CSXT, contact that Carrier's sales office. To inquire on CSXT overcharge claims contact:

Patron Overcharge Claims
CSX Transportation, Inc. - J605
6737 Southpoint Drive South, 2nd Floor
Jacksonville, FL 32216-6177
904-279-4764

REJECTED, REFUSED, RETURNED SHIPMENTS

Unless restricted, shipments reaching destination but not unloaded (for reasons other than the Carriers' errors), may be returned to the original shipping point via the reverse route at the same price and conditions, unless a lower price exists for such return shipments.

SHIPPING DOCUMENT

Prior to tender of freight, Consignor shall execute a Shipping Document similar in content to the Uniform Bill of Lading. However, this Price List shall override any inconsistent terms in the Shipping Document.

ADDITIONAL CONDITIONS

Reciprocal switch charges at CSXT origin/destination are subject to Tariff CSXT 8100 Series.

No transit or stop-off is allowed.

Not subject to UFC rules 24 and 29.

Diversion and Reconsignment are not included in the prices set forth in this publication.

HOUSATONIC RAILROAD NEW YORK DESTINATIONS

This publication does not include pricing to Housatonic Railroad destinations in the state of New York. For pricing to such destinations please contact Housatonic Railroad. Cars destined to New York will not be accepted in interchange by Housatonic Railroad without prior approval.