## **Grafton and Upton Railroad**

TARIFF 5000-G CANCELS TARIFF 5000-F

# BULK TRANSFER TARIFF PROVIDING SERVICE ON DRY AND LIQUID COMMODITIES AT STATIONS NAMED IN ITEM 110 Located on Grafton and Upton Railroad

### **BULK RAIL-TRUCK TARIFF**

ISSUED: December 1, 2021 EFFECTIVE: January 1, 2022

#### **ISSUED BY:**

Grafton and Upton Railroad Company 42 Westboro Road North Grafton, MA 01536

#### ITEM 5

#### **GOVERNING CLASSIFICATION AND EXCEPTIONS**

Governed by the provisions of UFC 6000 Series, Uniform Classification Committee (When shipments are made in Tank Cars, they will be subject to Rule 35 of the UFC except as to minimum weight, which will be shown in individual rate items.)

#### **ITEM 15**

#### **EXPLOSIVES, DANGEROUS ARTICLES**

For rules and regulations governing the transportation of Explosives and other Dangerous Articles by freight, also specifications for Customer's containers and restrictions governing the acceptance and transportation of Explosives and other Dangerous Articles, see Bureau of Explosives Tariff BOE 6000 Series.

#### ITEM 20

#### REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.

- (A) Where reference is made in this tariff to tariffs, circulars, 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.
- (B) Where reference is made in this tariff to another tariff by number, such reference applies also to such tariff to the extent it may be applicable on intrastate traffic.

#### ITEM 60

#### NATIONAL SERVICE ORDER

This Tariff is subject to provisions of various Surface Transportation Board Service Orders and General Permits.

#### **ITEM 75**

#### **METHOD OF CANCELLING ITEMS**

As this tariff is supplemented, numbered items with letter suffixes will be used in alphabetical sequence starting with A. Example: Item 445-A cancels Item 445 and Item 365-B cancels Item 365-A in a prior supplement, which in turn cancelled Item 365.

#### **ITEM 100**

#### METHOD OF DENOTING REISSUED MATTER IN SUPPLEMENTS

Matter brought forward without change from one supplement to another will not be designated as "Reissued" by a reference mark. To determine its original effective date, consult the supplement in which the reissued matter first became effective.

**ITEM 110** 

#### **APPLICATION**

The provisions of this tariff will apply on Dry and Liquid commodities, in bulk, at designated GU Bulk Transfer (GUBT) facilities at the following locations:

Massachusetts North Grafton LPG terminal

Massachusetts North Grafton (self-unloading only)

Massachusetts West Upton - Environbulk Transloading Terminal

Massachusetts Upton

Massachusetts Hopedale – Grafton and Upton Distribution Center

Massachusetts Milford

Each GUBT listed above is operated by GU, in some cases through a subcontract with a terminal operator (the "Terminal Operator") that will be performing transloading services for and under the auspices of GU. The purpose of this tariff is to advise GU Customers of the services they may expect when utilizing a GUBT and the services of a Terminal Operator.

Upon request of the Customer, the terminal services named herein will be performed on carload shipments in bulk as described herein (See Note 1), which move in GU line haul service to or from the above terminals, subject to the charges, rules and regulations published herein.

To arrange for terminal services specified in Item 115 at locations specified above, Customer must notify GU's Marketing Department at (508) 481-6095 Extension 406 or <a href="mailto:info@graftonuptonrr.com">info@graftonuptonrr.com</a> actual shipment of product is made, advising the terminal of the commodity and the car number to be shipped.

NOTE 1: GUBT facilities will handle Dry and Liquid Commodities in bulk when appropriate infrastructure and equipment for handling such Commodities are available. The Terminals will require Customer to provide Safety Data Sheets (SDS) and will keep same on file at the terminal; product Handling Protocol for hazardous materials and such other information as may be required, including the need for special transfer equipment, personal protective equipment (PPE), pollution control, etc., prior to shipment of the commodity. GU reserves the right to refuse any commodity at its GUBT facilities.

#### ITEM 112

#### **MOTOR CARRIER ACCESS**

Customer must retain a motor carrier to load or unload Commodity at GUBT. In order to load or unload Commodity at a GUBT, a motor carrier must execute an Indemnity and Hold Harmless Agreement among the motor carrier, GU and the Terminal Operator, covering the motor carrier's activities while at the GUBT. When this agreement is fully executed, a motor carrier is "preapproved". Carriers and their employees operating at GUBT site are required to conform to all such rules and procedures. A motor carrier must execute a separate Indemnity and Hold Harmless Agreement for each GUBT location.

All pre-approved motor carriers may deliver to or pull loads from a Grafton and Upton Railroad Bulk Transfer Terminal. Motor carriers may be required to assist in the connection and loading or unloading of the trailer. The motor carrier will be responsible for its equipment

at all times and the driver must remain with the vehicle while loading or unloading. The vehicle must be turned off when the vehicle's power is not used for loading. Drives must stay with trucks at all times and are not permitted to detach trailers from trucks without the permission of GUBT or in the event of an emergency requiring the truck to detach from the trailer. The motor carrier will comply with all required safety procedures, which will include the removal of vehicle keys while loading Hazmat products. Authorized terminal personnel, not drivers or personnel of any motor carrier, will load or unload all hazardous materials.

A motor carrier that is not pre-approved will not be allowed to enter a GUBT, and the motor carrier driver must have a valid CDL (Commercial Driver's License), if required, in their possession while conducting activities at the GUBT. Motor Carrier drivers must have a DOT hazardous materials endorsement if transporting hazardous materials.

Prior to entering the GU LPG terminal, all LPG drivers must have completed all pre-approvals and facility safety training and must have that record on file at the GU LPG Terminal facility's office located at 42 Westborough Road North Grafton, MA. Only pre-approved drivers with current and valid security key cards will be allowed into the GU LPG terminal.

If a Customer arranges for self-loading, the proper insurance requirements must be presented to GUBT 14 days before unloading. Access will only be granted in writing after confirmation from GUBT that insurance is sufficient for the commodity to be transloaded. After approval, an administration charge will be assessed to the Customer. This charge applies to the self-loading of dry and non-hazardous liquid products. Self-loading of hazardous materials is prohibited. (See Note 1)

**NOTE 1:** For the purposes stated herein, "self-loading" shall be defined as a motor carrier using equipment affixed to its equipment to perform the physical transfer of Commodity. Self-loaders must also supply all hoses, fittings, etc. in addition to Appropriate spill containment for the transfer of Commodity. Customers are responsible for cleanup of self-loading area to original or better condition. Failure to do so will result in clean up charges assessed to customer plus 30%.

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#### **ITEM 115**

#### A. BASIC SERVICES INCLUDED IN A TRANSFER

Unless otherwise agreed upon by GU and the customer, a transfer conducted at a GUBT will include the following at no additional cost:

- 1. Inspection of terminal transfer equipment for cleanliness.
  - NOTE: This does not include self-load equipment.
- 2. Verification of motor carrier's shipment documentation.
- 3. Seal loaded trailer and railcar from which product was removed.
- 4. Provide driver with product sample only if requested by the Customer or beneficial owner.

The Customer and GU may agree upon the performance of services in addition to those listed above, at rates to be negotiated.

#### B. APPLICATION OF TERMINAL SERVICES

- 1. Prior to acquiring terminal services at a GUBT facility listed in Item 110, customer or beneficial owner must provide GU and the terminal operator a SDS covering the commodity to be handled, and, for hazardous materials, a Handling Protocol outlining hazards and procedures for safe handling. All hazardous materials require pre- authorization by the terminal operator, on behalf of GU prior to billing any shipments to the terminal.
- 2. Grafton and Upton, or the Terminal Operator, will perform the services named herein on carload shipments of Commodity in bulk, subject to charges, rules and regulations published herein. Grafton and Upton reserve the right to refuse to handle any Commodity at its sole discretion.
- 3. All commodities must have SDS sheet and on file at the terminal prior to arriving for terminal services. For shipments of hazardous materials, a Handling Protocol must be on file at the terminal prior to arriving for terminal services, Commodity(s) arriving at a terminal before receipt of an SDS and Handling Protocol (as applicable) will be held subject to Track Occupancy Charges as specified in Item 140 and no transfers will be accomplished until this information arrives.
- 4. Commodity(s) that Grafton and Upton declines to handle under the charges, rules and regulations published herein may, at Grafton and Upton's sole discretion, be handled under a separately negotiated contract.
- 5. Terminal services are restricted to carloads received or forwarded in Grafton and Upton Railroad line haul service. None of the facilities listed in Item 110 are open to any type of switching by customers or other operators.

ITEM 115 (Continued)

#### C. UNLOADING OF RAIL CARS

Charges for unloading of railcars to trucks and unloading trucks to railcars at a GUBT will be billed and collected by GU, and will not, except as otherwise agreed upon by GU and the Customer, exceed the rates set forth in item 120.

The handling characteristics of the commodity, manpower requirements and the transfer equipment required will be taken into account in order to determine whether the actual rates charged will be lower than the rates set forth in Item 120. Any truck detention charges incurred during the loading or unloading process and any overtime charges (Item 150) will be the responsibility of the Customer. However, charges for the services listed below shall be no greater than that set forth below, except as otherwise agreed upon by GU and shipper.

For safety reasons, GUBT procedures require that at least two (2) qualified people be present during the transfer of any non-self load products. A truck driver on site qualifies as one of these people only if they have the necessary training and qualifications confirmed by their parent company. For self-load products only one (1) terminal operator employee, or one (1) qualified truck driver, will satisfy the safety requirement.

Transfer rates may not be included or bundled with any charges for accessorial equipment or capital improvements that may be required in order to enable GU to handle the transfer of a commodity. GU retains sole discretion whether to make any such capital improvements or acquire any such accessorial equipment that may be requested by a Customer and, if GU does proceed, to establish charges and rates, in addition to the rates established by this Tariff for services related to the transfer of the commodity, for such improvements or equipment.

**ITEM 120** 

#### A. BULK TRANSFER CHARGES

Applicable on shipments transferred from rail car to truck at the facilities listed in Item 110. On commodities transferred in bulk, the following charges, subject to a minimum weight of 45,000 pounds per truckload per transfer, will be assessed for transfer at all Grafton and Upton Bulk Transfer facilities.

#### **DRY BULK**

DICT BOLK		
	Per 100 pounds	Price Per Ton
Mechanical Conveyor or Auger Transfers	\$0.75	\$15.00
Plastics (STCC 28-211-XX) Transfers	\$0.65	\$13.00
Pressure Differential Transfers	\$0.68	\$13.60
Other dry Bulk Products	\$0.50	\$10.00
Hazardous Solids (Other than flammables)	\$0.75	\$15.00
Self- Loading [Non-hazardous products only] Note 1 Administrative Charges Apply	Priced Per Quantity	Priced Per Quantity
Note 2 – Frozen Bulk Materials subject to the following increase for thawing	\$0.55	\$11.00

#### **LIQUID BULK (OTHER THAN LPG)**

Commodity	Amount Per Hundred Pounds	
All Liquids	\$ 0.70	
All Waste Liquids 10% Surcharge	10%	

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ITEM 120 (continued)

#### **SPECIAL SERVICES**

Scale Weights
Tank Car Heating Charge
Recirculation Charge
Inert Gas supplied by Customer or beneficial owner
Replenishment Loading
Load Samples (From Trailer)

\$25.00 per weight
\$75.00 Per Hour
\$50.00 per hour
\$95.00 per application
\$550.00 per Trailer
\$25.00 per sample

**NOTE 1:** The 49 Code of Federal Regulations, Table 172.101 (Hazardous Material Table), as may be revised from time to time, will be used to determine if a product is hazardous. GU reserves the right to refuse to handle ANY commodity at a GUBT. Only authorized Terminal Operator personnel may transfer hazardous commodities. No fully or partially loaded tank trailers of hazardous materials are allowed on GUBT property while the facility is closed, unless authorized by Operator and GU in writing.

**NOTE 2:** Multiple commodities may be loaded in a compartmentalized trailer for a charge of \$95.00 for each additional commodity or compartment loaded.

**NOTE 3:** When loading outbound commodities considered hazardous waste, Shippers much load such cars within 5 days (weekends not included) and provide waybill shipping instructions on or before the 5th day expiration. Any loaded car with contents considered hazardous waste, will be pulled from the GUBT terminal, on the 6th day from first day of loading regardless of whether the car is fully loaded or not. Shipping instructions must be provided to GU on the 5th day of loading such car regardless of being fully loaded or not. IF paperwork is not provided at day of shipment after the 8th day, GU will charge \$450 per day for each day the GU holds a loaded railcar, with contents considered hazardous waste, waiting for shipping instructions.

#### **B. PELLET TRANSFER/BAGGING**

Applicable on dry products transferred from rail and bagged at the Grafton Upton transfer/bagging facility in West Upton, MA.

On commodities transferred in bulk and bagged, the following charges, subject to a minimum weight of 180,000 pounds per transfer, will be assessed for transfer:

Transfer and Bagging

\$45.00 per ton

**NOTE 1**: Per Ton Charge includes product transfer from Railcar to transfer silos, product handling from silos to bagging, shipping pallets, bag stacking on pallets, plastic protective pallet storage cover, shipping shrink wrap, loading finished pallets onto trucks. Customer must supply pallets, bagging, shrink wrap and storage cover if required.

#### ITEM 120 (concluded)

Warehousing:

Inbound \$4.00 per pallet
Outbound \$4.00 per pallet
Shipping Dock Occupancy Charge \$4.00 per pallet

Warehouse Storage Priced Individually Warehouse Services Priced Individually

#### C. LPG

Per gallon \$.0595

Transfer from railcar to truck

#### D. BILLING OF CHARGES

Unless arrangements to the contrary are made prior to shipment, charges for terminal services described herein will be billed to the Customer or beneficial owner by the Terminal Operator, as the agent for GU, except that Track Occupancy Charges (Item 140) will be charged, established and billed by GU through its third-party billing agents.

If credit privileges are granted (a determination made on an individual basis), terms for the payment of Track Occupancy Charges will be 15 days from the invoice date.

#### **ITEM 125**

#### **TERMINAL SERVICES**

#### I. COMMODITY SAMPLING and INSPECTION

Transfer charges in Item 115 include the visual inspection of the exterior of the railcar, and the exterior of the trailer.

GU reserves the right to take samples of any commodity transferred at GUBT facilities for its own purposes.

Top sampling of railcars must be agreed upon in advance. Sample containers must be provided by Shipper at its cost. If a sample is requested, it must be taken at time of transfer; any samples that are requested to be taken at another time will be performed at a charge of \$50 per car.

#### II. SPECIAL SERVICES

Services beyond the scope of those customarily provided by a terminal will be priced on an individual basis.

**ITEM 130** 

#### **TERMINAL LIABILITY**

#### I. LOSS OF WEIGHT

Allowable transfer losses will be **one percent (1%)** of the weight of the commodity on a six-month (January-June, and July-December) cumulative basis per Customer, per GUBT, and such loss will be considered standard operating loss not assessable against GU (See note)

NOTE 1: Greater loss allowances may be required as a condition of acceptance for specific products when handling characteristics preclude complete unloading of the trailer or the railcar.

#### **II. LIABILITY LIMITS**

The liability of GU with respect to activities and services at GUBTs shall be limited to the negligence of GU in the performance of the services described in this tariff.

Furthermore, neither GU nor the Terminal Operator shall be liable for consequential, indirect, special or punitive damages, interest, attorneys' fees, or any amount in excess of product or car owner's actual loss concerning the commodity shipped or the equipment utilized.

#### III. CLAIMS

Only one claim for loss, damage and/or injury may be filed for each rail car handled under this tariff. No claim will be paid which is filed more than nine (9) months after product delivery or release of car from the terminal, whichever occurs first.

**ITEM 140** 

#### TRACK OCCUPANCY CHARGES, DEMURRAGE, AND RELATED CHARGES

#### A. PRIVATE CAR TRACK OCCUPANCY CHARGES

This item will apply on private cars (See Notes 1 and 2) constructively placed or actually placed at a GUBT in lieu of demurrage provisions in Tariff GU 3000- series. Track occupancy charges will be billed to and collected from Customer or beneficial owner of the Commodity on behalf of GU by the Terminal Operator.

Once a rail car is constructively or actually placed (See Note 2), "free time" (Including Saturdays, Sundays and Holidays) will be allowed as follows:

<u>Car Type</u>	Free Days	Days 6 through 25	Day 26 through 40	All Subsequent Days
Covered Hopper Cars	5	\$75 per day	\$95 per day	\$135 per day
Tank Cars	5	\$75 per day	\$95 per day	\$135 per day

#### **B. RAILROAD CAR DEMURRAGE**

All railroad owned or controlled cars (See Notes 1 and 2) will be subject to demurrage under the provisions of Tariff GU 3000-Series. Demurrage charges will be billed to and collected from the Customer or beneficial owner of the Commodity.

#### C. NOTES AND OTHER CHARGES

NOTE 1: A private car is a railcar bearing other than railroad reporting marks

**NOTE 2:** When a railcar is constructively or actually placed at a GUBT and subsequently reshipped without any transfers having been made, a facility charge of \$600 will be assessed to the party issuing the reshipping instructions, in addition to all other applicable charges.

#### ITEM 141 -

#### **GRAFTON & UPTON RAIROAD BULK TERMINAL: LPG TERMINAL**

All terminal handling will be performed by the Grafton and Upton Railroad by a Terminal Operator acting under the direction and control of GU. The following guidelines are applicable when shipping to the GUBT LPG Terminal:

#### A. PRODUCT SPECIFICATIONS

All railroad tank cars received by the Grafton & Upton Railroad's GUBT North Grafton LPG Transfer Terminal (LPG Terminal) shall meet GPA Publication # 2140 specifications for HD-5 propane. Additionally, the vapor pressure at 60 degrees F shall be within the range of 50 psi to 80 psi for the product to be accepted at the Terminal. All product delivered to the LPG Terminal shall be ODORIZED and meet or exceed the minimum level of odorization as stated in the Department of Transportation Code of Federal Regulations, 49 CFR 173.315(b)(1).

#### B. NON-COMPATIBLE PRODUCT

Customer will be responsible for any Product that is delivered to LPG Terminal that does not meet the Terminal specifications set forth in Item # 141. LPG Terminal will provide Customer with one of two options to handle the non-compatible Product: (1) The Terminal will return the product to origin; freight collect or pre-paid by Customer or (2) Customer will pay the LPG Terminal the actual cost for disposal plus handling and maintenance charges associated with the disposal of the non-compatible Product.

#### C. PROJECTED VOLUME REQUIREMENTS

During the first week of each calendar month, Customers must advise GU and the Terminal Operator of their projected volume to be delivered to the Terminal during the following calendar month. A Customer may deliver volume in excess of any such projected volume only with the prior consent of GU and the Terminal Operator.

#### D. TRANSFER CHARGES

On the day of loading, a transfer fee (as listed in ITEM # 120) will be charged on a cents per gallon basis to perform the off-loading and transfer operations. All billable charges will be due 10 days from day of invoicing. Such fee will include the truck loading fee and operations performed by the Terminal operator.

#### **E. WINTER PERIOD CHARGES**

If, during a single calendar month in the period of November through February, the Terminal receives in excess of the average monthly volume delivered to the Terminal by the same Customer during the preceding period of May through August, a charge of eight (8) cents per gallon in addition to all other charges shall apply to such excess volume.

#### F. MEASUREMENT AND DEDUCTIONS

All product received at the LPG Terminal is subject to a 1% loss allowance deducted from the gauged volume of the railcar. Should the measured gallons be less than the net gallons (gauged gallons minus the 1 % shrink) an adjustment in the Customer's inventory will be made

#### G. PRODUCT AVAILABILITY AND OVER LIFT OF PRODUCT

The Terminal Operator shall maintain records showing the volume of LPG delivered to and removed from the Terminal by each Customer so that at any given time the Terminal Operator and Customer will know the volume of LPG credited to each Customer's inventory account. Product shall be credited to Customers Terminal account when Customer's tank cars arrive on the GU property after the interchange with the CSX Railroad. All LPG received at the Terminal from any Customer shall be commingled and treated as a fungible commodity for purposes of transfer operations at the Terminal. No truck shall be loaded from any Customer's inventory account if the volume remaining in the Customer's account is less than 8,500 gallons without prior approval of GU.

#### **ITEM 150**

#### **HOURS OF SERVICE & OVERTIME CHARGES**

Normal working hours at the GUBT Terminals are from 7:00 A.M. to 6:00 P.M., exclusive of Saturdays, Sundays and Holidays (See Item 185).

All loading, unloading, & service must be ordered before 5 p.m. the day prior to the day that loading, unloading, & service is needed. Every attempt will be made to accommodate emergencies and requested times but loading spots and other circumstances may require occasional modifications of requested times.

When service is required prior to 7:00 A.M. or after 6:00 P.M., arrangements must be made with the Terminal Operator in advance. When loading, unloading, & services are to begin after 5 p.m., written authorization for overtime to complete the process (if required) must be submitted before the process begins. The charge for services before or after normal working hours will be at a rate of \$60 per person per hour or fraction thereof, in addition to all other applicable charges (See Exception).

When service is requested at the GUBT on Saturdays, Sundays or Holidays (See Item 185), or when terminal personnel are required to make an extra trip to the terminal rather than performing continuous service, arrangements must be made in advance with the Terminal Operator. The charge for this service will be \$85 per hour per person subject to a four (4) hour minimum per person, in addition to all other applicable charges for service provided.

Authorization for overtime must be received in writing from the party responsible for paying terminal service charges.

EXCEPTION: No additional charges will be assessed if the motor carrier is at the GUBT and ready for loading before 4:30 P.M., and the delay causing the overtime is the fault of the Terminal Operator.

#### ITEM 160

#### **ORDER PLACING**

The Customer or beneficial owner will be responsible for providing GUBT with the name of the motor carrier authorized to transport the product, along with product transfer instructions. Such instructions may be initiated verbally but must be confirmed via facsimile, written communication, or through electronic means. Neither GU nor the Terminal Operator will be responsible for any problems concerning the shipment and performance of terminal services when the Terminal Operator has not received facsimile confirmation, or electronic communication covering each separate trailer from or to which Commodity is transferred.

#### **ITEM 165**

## RAIL CAR ARRIVING AT TERMINAL WITHOUT FULL WRITTEN DESCRIPTION OF LADING

Any railcar arriving at a GUBT without full written description of lading will be held at Customer's expense awaiting adequate and proper description or further instructions on disposition of lading. If such written description shows that the commodity is not one approved for transfer, that railcar will be released to Customer for disposition, subject to all applicable terminal charges, along with any other charges to which GU might be entitled.

#### **ITEM 185**

#### **HOLIDAYS**

Wherever in this tariff reference is made to "Holidays" it means the following:

- 1. New Years Day
- 2. Memorial Day
- 3. July 4<sup>th</sup>
- 4. Labor Day
- 5. Thanksgiving Day
- 6. Christmas Day

**NOTE:** In the event one of the above Holidays occurs on a Sunday, the following Monday will be considered as the Holiday for the purpose of this tariff.

#### **ITEM 190**

#### **EXPLANATION OF ABBREATIONS**

ABBREVIATION	EXPLANATION
BOE	Bureau of Explosives
CDL	Commercial Driver's License
GU	Grafton and Upton Railroad
MSDS	Material Safety Data Sheet
NSO	National Service Order
PPE	Personal Protective Equipment
RER	Railway Equipment Register
STB	Surface Transportation Board
STCC	Standard Transportation Commodity Code
GUBT	Grafton and Upton Bulk Transfer
UFC	Uniform Freight Classification Committee, Ag