

Rock Island Rail and Its Subsidiaries,
a division of Chicago Rock Island & Pacific Railroad LLC

**SUPPLEMENT TO
FREIGHT TARIFF RI 8000A**

NAMING
RULES, CHARGES AND REGULATIONS GOVERNING SWITCHING ALSO
MISCELLANEOUS RULES AND CHARGES FROM, TO, AND WITHIN STATIONS BY
THE

Rock Island Rail,
a division of Chicago Rock Island & Pacific Railroad LLC, and its subsidiaries

LOCAL TARIFF

This tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular rates and provisions contained herein.

ISSUED: December 1, 2024

EFFECTIVE: January 1, 2025

ISSUED BY

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Chicago Rock Island & Pacific Railroad LLC
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Hernando, MS 38632

SUPPLEMENT TO:

**FREIGHT TARIFF RI 8000A
SECTION 1
MISCELLANEOUS RULES AND CHARGES**

The purpose of this supplement is to add new ITEM 1190 to the schedule of rates and charges found in FREIGHT TARIFF RI 8000A.

ITEM 1190

**CHARGES FOR OPERATION OF RAIL FACILITIES
IN ABSENCE OF A NEGOTIATED CONTRACT OR AGREEMENT**

APPLICABLE TO: ALL LINES OPERATED BY CHICAGO ROCK ISLAND & PACIFIC RAILROAD, LLC AND ALL OF ITS SUBSIDIARIES

A rate of Ten Thousand Dollars (\$10,000.00) per day shall apply to off-contract operation of any rail line, track, side track, spur, in-plant switching, or other rail property or facility of any type by the carrier to include locomotives, fuel and supplying engineer, conductor and labor crews and inbound / outbound switching. For purposes of this ITEM 1190, off-contract operation shall include the operation by the carrier of any rail line, track, side track, spur, in-plant switching, or other rail property or facility of any type in the absence of a written, valid, enforceable and unexpired contract, lease, or other operating agreement mutually executed by the signatures of the carrier and the owner of the property or facility. Track, signal and switch maintenance are not included in the foregoing daily rate, and all maintenance rates and charges shall be billed to the owner of the rail property or facility in question in addition to the foregoing daily rate.

Billed charges for off-contract operation must be paid within 14 days of billing notification unless other arrangements are made in advance and agreed to by the carrier. Rock Island Rail and its subsidiaries, at the carrier's sole discretion, may allow or disallow the extension of credit terms. Unpaid invoices for off-contract operation invoices outstanding for 15 days or more will result in the assessment of a carrying charge of Fifteen Percent (15%) of the total invoice amount. If unpaid outstanding off-contract operation charges accrue for a period longer than 60 days, the carrier reserves the right, at its option, to lien the relevant property by and foreclose upon said lien pursuant to applicable law.

In addition to the foregoing rate, off-contract operation of a property or facility by the carrier shall also terminate any discounted rates offered to shippers and other customers who themselves have no contract or agreement with the carrier and currently have cars or other equipment that is: (1) stored on the property or facility (2) billed for inbound / outbound switching to or from the property or facility; and / or (3) are using or subject to any other services or rates provided or issued by the carrier as part of its operation of the property or facility. Such shippers and other customers shall then begin to be billed at the carrier's tariff rate for all services provided by the carrier as part of its off-contract operation of the property or facility.