

ROGUE VALLEY TERMINAL RAILROAD CORPORATION



FREIGHT TARIFF RVT 8000-D

(For cancellations, see Item 1, this tariff)

NAMING

MISCELLANEOUS RULES AND CHARGES

ALSO

SWITCHING AND DEMURRAGE RULES AND CHARGES,

APPLYING

FROM, TO AND AT STATIONS ON THE

ROGUE VALLEY TERMINAL RAILROAD CORPORATION

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: May 1, 2015

EFFECTIVE: June 1, 2015

ISSUED BY

Scott DeVries
President & General Manager
Rogue Valley Terminal Railroad Corporation
2095 Avenue F
White City, OR 97503-3210
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<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</p>	<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</p>
<p>ITEM 50</p> <p align="center">NORMAL BUSINESS HOURS</p> <p>The normal business hours of operation of the RVT are from 7:00 AM to 2:00 PM, PT, Monday through Friday, except holidays (See Item 60).</p>	<p>ITEM 75 (Cont'd)</p> <p align="center">PAYMENT OF CHARGES</p> <p>Customers that are granted credit will be invoiced monthly. Except as otherwise provided herein or in another current, written agreement in effect between RVT and the customer, invoices are due and payable thirty (30) days following the date of the invoice. In the event that the invoice has not been paid, or payment has not been received by customer within ten (10) days after such payment is due, a late payment charge of one percent (1%) or \$5.00 minimum shall be assessed on the outstanding balance owed. In addition, a finance charge of one percent (1%) per month shall be assessed on the outstanding balance owed (including payments, late payment charges, and finance charges). Payments shall be applied first to finance charges, second to late payment charges, and then to the outstanding balance.</p> <p>RVT shall be entitled to recover all attorneys fees, costs and expenses incurred by RVT for the collection of any debt.</p>
<p>ITEM 60</p> <p align="center">HOLIDAYS</p> <p>Holidays, as referred to in this tariff, shall mean only the days listed below:</p> <p>New Year's Day - January 1 (See Note, this item) President's Day - Third Monday of February Good Friday - Friday before Easter Sunday Memorial Day - Last Monday of May Independence Day - July 4 (See Note, this item) Labor Day - First Monday of September Thanksgiving Day - Fourth Thursday of November Day after Thanksgiving Christmas Eve - December 24 (See Note, this item) Christmas Day - December 25 (See Note, this item) New Year's Eve - December 31 (See Note, this item)</p> <p>Note - When this date occurs on a Saturday, the previous Friday will be observed. When this date occurs on a Sunday, the following Monday will be observed as the holiday.</p>	<p>ITEM 80</p> <p align="center">GOVERNING JURISDICTION OF TARIFF TERMS</p> <p>Customers tendering or receiving railcars whose movement is not governed by a duly-executed written agreement with RVT, hereby agree that the laws and courts governing any billing dispute, tariff dispute or related litigation shall be those whose jurisdiction is applicable to the County of Jackson, State of Oregon, United States of America unless otherwise expressly prohibited by law.</p>
<p>ITEM 75</p> <p align="center">PAYMENT OF CHARGES</p> <p>Customer shall be liable for the payment of any and all demurrage and other charges accruing on traffic from, to and at stations on the RVT. Nothing herein shall limit the right of the RVT to require at time of movement, shipment or delivery the prepayment or guarantee of such charges. Customer will pay RVT immediately upon presentation of a bill therefor by the RVT. The RVT will not accept shipment from customer, make delivery of shipment to customer, or accept request for any other movement of car without payment or guarantee of all outstanding and current charges, unless customer has entered into an agreement for credit with the RVT. RVT reserves the right, in its sole discretion, to cancel the credit of any customer at any time.</p> <p>When cars are held by the RVT, such cars will be considered constructively placed and subject to demurrage charges in Item 360 when held beyond the free time allowed in Item 350.</p> <p align="center">(Continued in next column)</p>	
<p align="center">For explanation of terms and explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	

SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 1 MISCELLANEOUS RULES AND CHARGES										
<p>ITEM 100 [C]</p> <p style="text-align: center;">HAZARDOUS MATERIALS</p> <p>Shipments of Hazardous Materials will not be accepted in interchange unless prior arrangements have been made with the RVT.</p> <p>Security guard protection services that are required by law or requested by the online customer to secure hazardous materials cars from tampering or damage must be contracted by the online customer in advance of the need of such services. RVT does not hold itself out to provide these services.</p> <p>RVT will NOT store hazardous materials cars on railroad-owned tracks outside of the normal switching processes that may occur between the interchange and the online customer. If an inbound hazardous materials car cannot be placed on the consignee's track (or other suitable online private track that is authorized for such storage use by the track owner) during the same business day as the car is received in interchange due to lack of track capacity or any other cause attributable to the consignee, such car will be interchanged back CORP or UP for transport back to the shipper and a \$500.00 per car charge will be assessed to the consignee. The consignee will be responsible to any and all extra fees and charges assessed by CORP and/or UP on the return trip.</p>	<p>ITEM 120</p> <p style="text-align: center;">TURNING OF CARS TO PERMIT LOADING OR UNLOADING, ETC.</p> <p>If cars are turned at request of customer to facilitate loading or unloading, or for any other purpose, a charge of \$145.00 per car per occurrence will be assessed and will be in addition to all other applicable charges. (See Note, this item.)</p> <p>Note - Charge will not apply to properly placarded boxcars.</p>										
<p>ITEM 110</p> <p style="text-align: center;">EMPTY CARS ORDERED BUT NOT LOADED</p> <p>On empty cars that are ordered for loading and order is canceled and car is in route, or the service of switching or placing of car has been performed and the car is not loaded but returned to this railroad empty, a charge of \$200.00 per car will be assessed and collected from the person, firm or corporation ordering such cars. (See Note, this item.)</p> <p>Note - Charge will not apply on cars unfit for loading.</p>	<p>ITEM 130</p> <p style="text-align: center;">INTERCHANGE SWITCHING CHARGE - UP (Traffic moving in connection with UP)</p> <p>RVT will assess the following service charges on all traffic to or from customers on RVT moving via the UP:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Pulpwood Chips.....</td> <td>\$100.00 per car [I]</td> </tr> <tr> <td>Forest Products, (Except Pulpwood Chips).....</td> <td>\$70.00 per car</td> </tr> <tr> <td>Hazardous Materials (Except TIH, PIH & Other RSSM).....</td> <td>\$175.00 per car [A]</td> </tr> <tr> <td>TIH, PIH & Other RSSM.....</td> <td>\$225.00 per car [A]</td> </tr> <tr> <td>All Other Traffic.....</td> <td>\$145.00 per car</td> </tr> </table> <p>This charge will be in addition to all other applicable charges that are associated with the movement.</p>	Pulpwood Chips.....	\$100.00 per car [I]	Forest Products, (Except Pulpwood Chips).....	\$70.00 per car	Hazardous Materials (Except TIH, PIH & Other RSSM).....	\$175.00 per car [A]	TIH, PIH & Other RSSM.....	\$225.00 per car [A]	All Other Traffic.....	\$145.00 per car
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	<p>ITEM 140</p> <p style="text-align: center;">INTERCHANGE SWITCHING CHARGE - CORP (Traffic moving in connection with CORP)</p> <p>RVT will assess the following service charges on all traffic to or from customers on RVT moving via the CORP (excluding cars that continue to move via the UP in the same continuous movement that are assessed charges under Item 130):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Pulpwood Chips & Logs.....</td> <td>\$125.00 per car [R]</td> </tr> <tr> <td>Forest Products, (Except Pulpwood Chips & Logs).....</td> <td>\$145.00 per car</td> </tr> <tr> <td>Hazardous Materials (Except TIH, PIH & Other RSSM).....</td> <td>\$275.00 per car [A]</td> </tr> <tr> <td>TIH, PIH & Other RSSM.....</td> <td>\$350.00 per car [A]</td> </tr> <tr> <td>All Other Traffic.....</td> <td>\$200.00 per car</td> </tr> </table> <p>This charge will be in addition to all other applicable charges that are associated with the movement.</p>	Pulpwood Chips & Logs.....	\$125.00 per car [R]	Forest Products, (Except Pulpwood Chips & Logs).....	\$145.00 per car	Hazardous Materials (Except TIH, PIH & Other RSSM).....	\$275.00 per car [A]	TIH, PIH & Other RSSM.....	\$350.00 per car [A]	All Other Traffic.....	\$200.00 per car
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<p>For explanation of terms and explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>											

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SECTION 2 SWITCHING RULES AND CHARGES	SECTION 2 SWITCHING RULES AND CHARGES
<p>ITEM 150</p> <p align="center">SPECIAL TRAIN SERVICE</p> <p>RVT, subject to prior written approval of the RVT, will provide Special Train Service at the following rate:</p> <p>\$2,000.00 per request with additional \$300.00 per hour after eight (8) hours.</p>	<p>ITEM 250</p> <p align="center">SPECIAL SWITCHING SERVICE</p> <p>The RVT, subject to prior written approval of the RVT, will provide Special Switching Service at the following rate:</p> <p>\$1,100.00 per request with additional \$250.00 per hour after four (4) hours.</p>
<p>ITEM 200</p> <p align="center">DEFINITION OF INTRA-PLANT SWITCHING</p> <p>A switching movement from one track to another within the same plant or industry, or from one location to another location on the same track within the same plant or industry.</p>	<p>ITEM 260</p> <p align="center">INBOUND CAR SETBACK DUE TO WAYBILL ERRORS OR UNKNOWN CONSIGNEE/CARE OF PARTY</p> <p>Cars interchanged to RVT as empty cars that are subsequently found to be loaded by RVT personnel or an RVT customer, loaded cars that are billed and delivered to RVT in error and subsequently redirected back to CORP or UP by the shipper without unloading on RVT or loaded cars sent to RVT that fail to designate a valid consignee or "care of" party located on RVT, will be assessed a \$775.00 per car service charge plus a \$15.00 per day storage charge (if stored on RVT-owned tracks) plus any applicable demurrage charges (if any). The service charge, storage charge (if applicable) and any applicable demurrage must be prepaid by the shipper in full and received by RVT prior to the car(s) being released back to CORP or UP interchange.</p> <p>RVT will make all reasonable attempts to contact the shipper (if known to RVT) during business hours to arrange payment and car disposition.</p> <p>If such car remains on RVT in excess of 21 calendar days after RVT's first attempt to notify the shipper, RVT may in its sole discretion, take possession of the freight as "unclaimed freight" and remove and dispose of any or all freight contained in such car. The car once emptied, will be returned empty to the delivering rail carrier. Proceeds from the sale or auction of "unclaimed freight" will be first used to pay all outstanding charges and fees due to RVT, with any remaining proceeds (if any) being returned to the shipper (if known the RVT).</p>
<p>ITEM 210</p> <p align="center">DEFINITION OF INTRA-TERMINAL SWITCHING</p> <p>A switching movement (other than intra-plant switching) from one track to another track of the same carrier, within the switching limits of one station or industrial switching district.</p>	
<p>ITEM 220</p> <p align="center">INTRA-PLANT SWITCHING CHARGE</p> <p>The RVT will perform intra-plant switching at a charge of \$145.00 per car.</p>	
<p>ITEM 230</p> <p align="center">INTRA-TERMINAL SWITCHING CHARGE</p> <p>The RVT will perform intra-terminal switching at a charge of \$145.00 per car.</p>	
<p>ITEM 240</p> <p align="center">INTERCHANGE IN ERROR</p> <p>Unless otherwise covered under a current written agreement, RVT will assess a \$425.00 per car service charge for all cars interchanged to RVT in error against the account of the delivering rail carrier.</p> <p>RVT will not be responsible for car hire on these cars, and will reclaim from the delivering carrier all car hire assessed or owed to the car owner.</p>	
<p>For explanation of terms and explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	

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SECTION 3 CAR DEMURRAGE RULES AND CHARGES	SECTION 3 CAR DEMURRAGE RULES AND CHARGES
<p>ITEM 300</p> <p align="center">APPLICATION</p> <p>Except where provided to the contrary, Demurrage Rules and Charges contained herein apply to all railroad and privately-owned cars held for or by consignors and consignees for any purpose. For the purpose of applying this tariff, Consignor or Consignee includes any person receiving railcars from this railroad for loading or unloading as more specifically provided for in 49 CFR 1333.</p>	<p>Item 330 (Cont'd)</p> <p align="center">RELEASES</p> <p>All loaded freight cars, residue hazardous materials cars and all excess dimension cars/special movements requiring clearance documents must indicate the name and final destination location of the Consignee at the car(s) next destination before RVT will accept the release notification and make the release time effective. This information may be given simultaneously with the written release notification. Additionally, all hazardous materials cars (loaded and residue) must have all required hazardous materials documents sent to RVT (or immediately available to RVT train crew upon pickup) before the release notification will be accepted.</p> <p>Any car that is released by an online customer, that is subsequently found by the RVT train crew as not ready to be pulled due to an issue caused by or under the control of the customer will incur a <u>Car Erroneously Released charge (Item 340)</u>. Examples of such issues include, but are not limited to:</p> <ul style="list-style-type: none"> * Partially-loaded cars that the customer is not done loading/unloading. * Hazardous materials cars missing placards, missing proper documentation, leaking contents, insecure valves/hatches. * Cars leaking contents or otherwise unsafe to move due to improper loading or improper securement of doors, tie-downs, hatches or valves. * Cars with loading equipment (hoses, pulleys, cables, dock plates, etc.) still attached. * Industry tracks that are inaccessible due to placement of customer-owned blue flags, red flags, derails, doors or gates that are not promptly removed/cleared upon the arrival of the RVT train crew to pull the designated car. * Industry tracks that are blocked or fouled by customer or other non-railroad equipment (i.e. trucks or forklifts obstructing tracks). * Industry tracks that are unusable due to unacceptable track condition (permanent or temporary), provided that the customer did or should have known the condition of the track(s) in advance.
<p>ITEM 310</p> <p align="center">ACTUAL PLACEMENT</p> <p>Actual Placement is made when a car is placed in an accessible position for loading or unloading or at a point previously designated by the consignor or consignee.</p>	
<p>ITEM 320</p> <p align="center">CONSTRUCTIVE PLACEMENT</p> <p>When a car consigned or ordered to a private track or other-than-public-delivery track and cannot be actually placed because of a condition attributable to the consignor or consignee, such car will be held at available hold point, notice shall be sent or given the consignor or consignee that the car is being held and that this railroad is unable to effect placement, such car will be considered constructively placed at such time; or if a car is placed on private track or other than public delivery track serving the consignor or consignee, such car will be considered constructively placed at such time.</p>	
<p>ITEM 330</p> <p align="center">RELEASES</p> <p>RVT will only accept releases from the online customers in writing by one of the following two methods:</p> <p align="center">Fax: (541) 826-4420</p> <p align="center">E-mail: Office@RogueValleyRR.com</p> <p>RVT may accept releases by other methods from individual customers at its sole discretion if approved by the RVT General Manager prior to utilization of alternate release notification methods.</p> <p align="center">(Continued in next column)</p>	
<p>(Continued on next page)</p>	
<p>For explanation of terms and explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	

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SECTION 3 CAR DEMURRAGE RULES AND CHARGES	SECTION 3 CAR DEMURRAGE RULES AND CHARGES
<p>ITEM 330 (Cont'd)</p> <p align="center">RELEASES (Cont'd)</p> <p>Release notifications for loaded cars or special movements will not be accepted or made effective until pre-payment of all freight charges have been submitted to RVT per Item 75 unless the customer releasing the car has an established credit agreement with RVT in effect at the time of release.</p> <p>Cars released outside of normal business hours (as defined by Items 50 and 60) will be considered released <u>(for the purpose of calculation of Free Time and/or Demurrage Charges)</u> at the earlier of the following events:</p> <ol style="list-style-type: none"> (1) Actual time the car is pulled from the industry track by RVT. (2) The first minute of business hours on the next business day (i.e. <u>7 AM</u> the next business day). <p>Note 1: Cars released between 2 PM on Friday and 2 PM on the subsequent Monday will be considered to be released on that Monday morning (i.e. before 2 PM Monday) regardless of when the written release is submitted to RVT. This does not apply if RVT pulls the car prior to the subsequent Monday morning, in which case the time the car is pulled from the industry track by RVT will govern. [A]</p> <p>Note 2: Cars released between 2 PM on a day immediately preceding a Holiday and 2 PM on the next subsequent business day will be considered to be released on that next subsequent business day's morning (i.e. before 2 PM next business day) regardless of when the written release is submitted to RVT. This does not apply if RVT pulls the car prior to the subsequent business day's morning, in which case the time the car is pulled from the industry track by RVT will govern. [A]</p>	<p>ITEM 340</p> <p align="center">CARS ERRONEOUSLY RELEASED</p> <p>A charge of \$145.00 per car will be assessed for loaded cars reported empty or for empty car reported loaded when such errors are noted by RVT personnel subsequent to the patron releasing cars.</p> <p>This charge applies to all cars that have been released by the customer, that is subsequently found by the RVT train crew as not ready to be pulled due to any issue(s) caused by (in whole or part) or under the control of the customer as referred to in Item 330. [A]</p>
	<p>ITEM 350</p> <p align="center">FREE TIME</p> <p>Free time as follows will be allowed for each car:</p> <p>Forty eight (48) hours to complete unloading.</p> <p>Seventy two (72) hours to complete loading.</p> <p>One hundred twenty (120) hours to unload and subsequently re-load the same car, if the car is not required to be moved to another track or spot by the Railroad in between unloading and subsequent re-loading. [A]</p> <p>Free time will be computed from the first 2:00 PM following placement. Cars that are constructively-placed (Item 320) will have free time will be computed from the first 2:00 PM following the first constructive placement. For the purpose of computing free time, Saturdays, Sundays and Holidays will be excluded. Cars whose free time expires at 2:00 PM on Friday (or the day immediately preceding a Holiday) will be considered to have no more free time and will accrue demurrage charges through the subsequent Saturday, Sunday and/or Holidays. [C]</p>
<p align="center">For explanation of terms and explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	

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SECTION 3 CAR DEMURRAGE RULES AND CHARGES	SECTION 4 STORAGE RULES AND CHARGES
<p>ITEM 360</p> <p align="center">DEMURRAGE CHARGES</p> <p>After expiration of free time allowed, the following charges per car per day, or fraction of a day, including Saturdays, Sundays and holidays, will be made until car is released:</p> <p> \$35.00 for each of the first four chargeable days,</p> <p> \$60.00 for each subsequent day.</p> <p>Note 1: Not applicable on privately-owned cars on private tracks.</p> <p>Note 2: Privately-owned cars, loaded or empty, which are first held on railroad tracks under constructive placement (see Item 320) will be subject to demurrage charges provided for herein after expiration of free time (see Item 350) until such time car is actually placed (see Item 310).</p> <p>Note 3: Cars are considered released only when notification is accepted and made effective by RVT pursuant to Item <u>330</u>.</p> <p>Note 4: Days are charged in increments running from 2:00 PM on the given day to 1:59 PM the following calendar day. [A]</p> <p>Note 5: Fractions of a day following the expiration of free time will be rounded up to the next whole day for computing demurrage charges owed (e.g. 2.5 days following the expiration of free time will be assessed at 3 whole days x \$35.00 = \$105.00).</p> <p>Note 6: Credit will be issued in whole-day increments to offset extra days incurred solely due to the early arrival of empty cars that are subsequently loaded.</p>	<p>ITEM 400</p> <p align="center">RAILCAR STORAGE SERVICES</p> <p>Subject to available capacity (as determined exclusively by RVT), RVT will store empty or loaded railcars or locomotives (except hazardous materials cars) on railroad-owned tracks subject to the terms contained herein at the following rates:</p> <p>Empty Cars..... \$5.00 Per car per calendar day</p> <p>Loaded Cars or Locomotives/ On-Track Equipment \$8.00 per car/unit per calendar day</p> <p>RVT will not pay time or mileage on private cars in storage. RVT will store railroad-owned cars only if the rail carrier requesting storage enters into a written agreement to permit RVT to reclaim all car hire charges owed by RVT against the storing carrier.</p> <p>Note: This item does not apply to railcars stored by online customers pursuant to the terms and conditions of the UP Forward Stage Railcar Storage Program, provided that such online customers have obtained the prior written approval of the RVT General Manager to participate in that program. [A]</p>
	<p>ITEM 410</p> <p align="center">MOVING CARS TO AND FROM STORAGE/HOLD TRACKS (See Notes 1 and 2)</p> <p>This railroad will assess the following charges for moving cars to storage/hold tracks and removing cars from storage/hold/tracks:</p> <p>(1) Inbound car moved to storage/hold Tracks.....\$75.00 per car</p> <p>(2) Car pulled from storage/hold track (LIFO Basis) when stored for less than four (4) consecutive calendar months..... \$75.00 per car</p> <p>(3) Car pulled from storage/hold track (LIFO Basis) when stored for more than four (4) consecutive calendar months..... No charge</p> <p>(4) Car pulled from storage/hold track (Non-LIFO Basis) when stored for less than four (4) consecutive calendar months..... \$220.00 per car</p> <p>(5) Car pulled from storage/hold track (Non-LIFO Basis) when stored for more than four (4) consecutive calendar months..... \$145.00 per car</p> <p align="right">(Continued on next page)</p>
<p align="center">For explanation of terms and explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	

**SECTION 4
STORAGE RULES AND CHARGES**

ITEM 410 (Cont'd)

**MOVING CARS TO AND FROM
STORAGE/HOLD TRACKS**

(See Notes 1 and 2)

NOTE 1: LIFO Basis refers to cars pulled on a last-in, first-out basis where the car pulled is the car in the next first physical position. "Non-LIFO" Basis applies when a storage customer requests a specific car to be pulled that is NOT physically the customer's next car in line, as storage cars are physically placed in a last-in, first out arrangement.

NOTE 2: This item does not apply to railcars stored by online customers pursuant to the terms and conditions of the UP Forward Stage Railcar Storage Program, provided that such online customers have obtained the prior written approval of the RVT General Manager to participate in that program and also provided that such cars are pulled in a LIFO Basis or in an order that is otherwise at the discretion of RVT. [A]

For explanation of terms and explanation of abbreviations and reference marks not shown herein, see last page of tariff.

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**EXPLANATION OF ABBREVIATIONS AND
REFERENCE MARKS**

FT - Freight Tariff
CORP - Central Oregon & Pacific Railroad Inc.
UP - Union Pacific Railroad Company
RVT - Rogue Valley Terminal Railroad Corporation

[A] - Addition
[C] - Change
[I] - Increase
[NC] - Brought forward without change
[R] - Reduction

(Underscored portion denotes addition/change)