

FT NYA 8000-B
(Cancels FT NYA 8000-A)

NEW YORK & ATLANTIC RAILWAY COMPANY



FREIGHT TARIFF NYA 8000-B

(Cancels Freight Tariff NYA 8000-A)

**NAMING
RULES AND CHARGES GOVERNING
SWITCHING
ALSO
MISCELLANEOUS RULES AND CHARGES
APPLYING AT
STATIONS ON THE
NEW YORK & ATLANTIC RAILWAY COMPANY**

This tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular items.

ISSUED: September 2, 2014

EFFECTIVE: October 1, 2014

ISSUED BY

New York & Atlantic Railway Co.
68-01 Otto Road
Glendale, NY 11385

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<p align="center">RULES AND OTHER GOVERNING PROVISIONS GENERAL RULES & REGULATIONS - GENERAL</p>	<p align="center">SECTION 1 MISCELLANEOUS RULES AND CHARGES</p>
<p>ITEM 5</p> <p align="center">DESCRIPTION OF GOVERNING CLASSIFICATIONS</p> <p>Except as otherwise provided, this tariff is governed by the Rules in Tariff UFC-6000-series, Uniform Freight Classification, National Railroad Freight Committee, Agent.</p>	<p>ITEM 100</p> <p align="center">BANKRUPTCY OR INSOLVENCY</p> <p>A. In the event Shipper files or is the subject of a filed petition in bankruptcy and Shipper has a transportation contract or other agreement with NYA (collectively "Agreement"), Shipper will, as soon as practicable:</p> <ol style="list-style-type: none"> (1) Identify NYA as a "Critical Vendor" of essential services as that term is interpreted and understood within the context of a bankruptcy proceeding; (2) Identify any Agreement with NYA under which there remains continuing unperformed obligations; and, (3) Choose to elect to either assume or reject such Agreements identified pursuant to paragraph (2) above within (60) days of the date of the filing of the Shipper's petition in bankruptcy. <p>B. In the context of a bankruptcy proceeding, no Agreement identified under paragraph (2) may be assigned without NYA consent, unless NYA is given adequate assurance of future performance by the assignee. Such adequate assurance will include, but not necessarily be limited to, a deposit with NYA as security for the timely payment of switching and line-haul charges an amount equal to the average thirty (30) day accrual for such charges as or security guarantees in form and substance satisfactory to NYA from one or more persons who satisfy NYA's standard of creditworthiness.</p>
<p>ITEM 10</p> <p align="center">SUPPLEMENTS AND REISSUES</p> <p>When reference is made in this tariff, or supplements, to other publications for rates or other information, it includes "Supplements thereto or successive issues thereof."</p> <p>Where reference is made in this tariff to items, it includes "reissues" of such items.</p>	
<p>ITEM 20</p> <p align="center">METHOD OF CANCELLING ITEMS</p> <p>As this tariff is supplemented, numbered items with letter suffixes cancel corresponding numbered items in the original tariff, or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A.</p>	
<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES & REGULATIONS - UNLIMITED</p>	
<p>ITEM 50 [A]</p> <p align="center">OTHER GOVERNING PROVISIONS</p> <p>Except as otherwise provided herein, this tariff is governed by the provisions of Freight Tariff NYA 8100-series.</p>	
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

<p style="text-align: center;">SECTION 1 MISCELLANEOUS RULES AND CHARGES</p>	<p style="text-align: center;">SECTION 1 MISCELLANEOUS RULES AND CHARGES</p>
<p>ITEM 110</p> <p style="text-align: center;">CREDIT TERMS</p> <p>If Credit is extended to Applicant for the payment of transportation charges, Applicant agrees to pay such transportation charges within the following time periods:</p> <ul style="list-style-type: none"> (a) Freight Charges - 15 Calendar days from the date of the freight bill. (b) Miscellaneous charges (e.g., demurrage, switching, weighing) - 30 calendar days from the date of the miscellaneous bill. (c) Additional charges for freight transportation and related services (e.g. balance due bills) - 30 calendar days from the date of bill for additional charges. <p>NOTE: Errors discovered in bills by customers should be corrected by customers and paid accordingly accompanied with an explanation of shortage or overage. Payment of all bills, including those corrected by customers, must be made within the credit period. Payment of bills alleged to be incorrect will not prejudice patron's claims, filed within the statutory period, for refund of overcharges. If customers receive bills that they feel they are not responsible for paying, they must notify the carrier within the credit terms that they are not responsible for paying the bills.</p> <p>Payment of an amount less than stated on a NYA invoice will be considered as payment on account and not as payment in full, notwithstanding any notation to the contrary as payment on the payer's remittance. Acceptance by NYA of the lesser amount will not constitute an accord and satisfaction. The payer will be advised of any remaining balance deemed due after application of the remitted funds.</p>	<p>ITEM 122</p> <p style="text-align: center;">CARGO LOSS AND DAMAGE PROVISIONS</p> <p>1. GENERAL APPLICATIONS</p> <ul style="list-style-type: none"> a. Provisions of this item take precedence over all other liability provisions contained in this publication, except where expressly modified. b. The shipper agrees to indemnify and hold harmless the rail carriers from any loss, damage, personal injury or death resulting from the shipper's failure to comply with the provisions contained herein. Acceptance of a shipment by the rail carriers for transportation shall not be considered as a waiver of shipper's liability. c. On shipments imported to, or for export from, the United States of America, rail carriers will not be liable for charges such as brokerage fees, fines, penalties, foreign marine or foreign country freight charges, import duties or other such charges on cargo that is lost, damaged or delayed in domestic rail transportation. d. Any loss or damage(s) that arise out of shipments that are delayed in transit are limited to the specific amount of cargo loss or damage occurring to product. e. Carriers will not be liable for loss, damage, or delay caused by an Act of God, public enemy, public offense, the authority of law, riots, strikes, acts of civil disobedience, inherent quality of characteristic of the commodity, natural shrinkage, an act of default of the shipper, owner or receiver or from shipments stopped and held in transit at the request of the shipper, beneficial owner or receiver. f. Carrier's liability will not exceed the actual amount of physical loss or damage sustained to the cargo plus any costs incurred through the efforts to mitigate such loss and/or damage. Carrier will not be responsible for special damages, consequential damages, indirect loss or punitive damages arising from the loss, damage, suspected contamination, or delay to cargo, nor will carriers be liable for any losses attributable to fluctuation in the market value of the cargo. Furthermore, rail carriers will not be liable for any losses, direct or indirect, which result from an interruption of rail service, nor do rail carriers guarantee rail service on any scheduled time frame. Rail carriers will not be responsible for interest or attorney fees. Rail carrier's maximum liability for freight loss or damage will not exceed the liability of the billing party or the party tendering the cargo to the rail carrier. <p style="text-align: right;">(Continued on next page)</p>
<p>ITEM 120</p> <p style="text-align: center;">FINANCE CHARGE</p> <p>NYA will assess a finance charge of 12% per year (0.0329% per day) against linehaul freight charges billed on or after March 1, 2009, that are not received by NYA within the credit term provided. The finance charge will not apply against disputed linehaul freight charges that are found by NYA to have been incorrectly billed. The finance charge will be assessed on the unpaid balance of any linehaul freight charge from the first day following the end of the credit term through the date of receipt of payment in full. The finance charge will be billed monthly for all linehaul freight charges that were paid late in the prior calendar month. This item shall be construed pursuant to the laws of the State of Delaware.</p>	<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>

<p align="center">SECTION 1 MISCELLANEOUS RULES AND CHARGES</p>	<p align="center">SECTION 1 MISCELLANEOUS RULES AND CHARGES</p>
<p>ITEM 122 (Cont'd)</p> <p align="center">CARGO LOSS AND DAMAGE PROVISIONS</p> <p>1. GENERAL APPLICATIONS (Cont'd)</p> <ul style="list-style-type: none"> g. Unless amended by written agreement prior to shipment, rail carrier's liability for the contents of any rail vehicle will be limited to the destination value of the cargo or \$250,000.00, whichever is the lesser of the two amounts. h. Claims or lawsuits for less than \$250.00 shall not be filed and no claim shall be paid if the amount of the loss or damage is found to be under \$250.00 per shipment. i. In the event of an act or omission of any party involved in the transportation process; (shipper, carrier, receiver) is not the sole cause but contributes to any loss or damage, each party will be liable for only that portion of the loss or damage caused by its negligence. j. Rail carriers are not liable for temperature, corrosion or humidity related losses unless mechanical protective service is requested, paid for and carrier owned or leased equipment is used. k. Rail carriers are not liable for loss or damage caused by defective equipment when such equipment is not owned, or leased by rail carriers. l. When the rail carrier(s) provide railcars, consignor/shipper has the responsibility for inspecting the equipment, and rejecting any which is not in suitable condition to protect and preserve the lading during transportation. The carrier shall not be liable for loss or damage to lading caused by defects in boxcars that could have been discovered by reasonable inspection by shipper prior to loading. m. In the absence of any other evidence, a seal breach will not create a presumption of loss or contamination. <p>2. LOSS/DAMAGE VERIFICATION & DISPOSITION PROVISIONS</p> <ul style="list-style-type: none"> a. Rail carriers have the right to inspect, weigh or reject shipments at origin, en route or at destination for non-compliance with the provisions contained in applicable publications. b. Carriers reserve the right to inspect damaged cargo. If rail carrier has notified shipper or consignee that rail carrier is invoking this right, as a condition precedent to recovery of any claims, the consignee must immediately notify the rail carrier upon discovery of any damage and allow carrier or its agent to inspect. <p align="center">(Continued in next column)</p>	<p>ITEM 122 (Cont'd)</p> <p align="center">CARGO LOSS AND DAMAGE PROVISIONS</p> <p>2. LOSS/DAMAGE VERIFICATION & DISPOSITION PROVISIONS (Cont'd)</p> <ul style="list-style-type: none"> c. Failure of the rail carrier to inspect damaged cargo, for whatever reasons, will not relieve the burden of the claiming party to establish that cargo was received in a damaged condition, nor will it be considered an admission of liability by the rail carrier. d. Shippers and/or consignee must mitigate damage situations by accepting the damaged cargo unless it is without salvage value. Shippers and/or consignees may not abandon damaged or partially damaged shipments to the rail carrier when the damaged shipments retain value. e. Product that is abandoned to the rail carrier in an undamaged condition shall be sold for account of whom concerned and salvage proceeds only, less any salvaging expenses incurred, shall be remitted to the beneficial owner. <p>3. CLAIMS</p> <ul style="list-style-type: none"> a. As a condition of precedent for payment of a claim, claims must be filed in writing on approved form and submitted within twelve months of delivery date. Claims may only be submitted by the beneficial owner or a party to the transportation terms or agreements. b. All written claims must include the following documentation: <ul style="list-style-type: none"> 1. A demand for payment of a specific amount. 2. Information identifying the rail shipment including equipment initials and number, shipper and receiver's names, shipping date and commodity. 3. Origin records or certification as to the condition and quantity of the cargo at the time tendered to the rail carrier. If shortage is involved, origin seal records must be furnished. 4. Verification of the amount claimed such as certified invoices. 5. Evidence as to the disposition of damaged cargo. c. Carrier reserve the right to summarily deny any and all claims submitted that do not contain all or part of the aforementioned documentation. <p align="center">(Continued on next page)</p>
<p align="center">For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

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SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 1 MISCELLANEOUS RULES AND CHARGES
<p>ITEM 122 (Cont'd)</p> <p align="center">CARGO LOSS AND DAMAGE PROVISIONS</p> <p>3. CLAIMS (Cont'd)</p> <p>d. All loss and damage cargo claims filed against the carrier(s) must be filed with:</p> <p align="center">New York & Atlantic Railway Co. 68-01 Otto Road Glendale, NY 11385 Fax: (718) 497-3364</p>	<p>ITEM 129</p> <p align="center">REBILLED CARS</p> <p>Any car of which rebilling is requested will have a charge of \$300.00 per car assessed against requesting party.</p>
<p>ITEM 125</p> <p align="center">RETURN OF REFUSED/REJECTED SHIPMENTS</p> <p>When a given shipment is refused or rejected at destination for reason other than carrier error and is not unloaded, it may be returned to the original shipping point via reverse route of original movement, and will be subject to applicable rate from original origin to original billed destination in effect at time shipment is returned.</p>	<p>ITEM 130</p> <p align="center">SECURITY DEPOSITS</p> <p>A security deposit to insure payment of any demurrage, storage or other accessorial charges that may accrue will be required from any consignor, consignee, beneficial owner, or other responsible party, hereinafter referred to as customer, who:</p> <ol style="list-style-type: none"> 1. Is not on the carrier's authorized credit list, and 2. Fails to pay demurrage, storage, switching or other accessorial charges after specific written demand referring to this tariff provision. <p>The deposit must be paid in cash, cashier's check or money order before any car is delivered to such customer for loading or unloading. The deposit for each freight car will be the average amount of demurrage, storage or other accessorial charges that accrued on any one freight car during the preceding 12 months, but not less than \$150.00 per car.</p> <p>The carrier will refund the balance of the deposit to the customer within 30 days after the equipment is released to the carrier, and after deducting all unpaid charges on that equipment. Such deposit shall not be transferable to another freight car.</p> <p>Security deposits will no longer be required after the customer has paid all outstanding demurrage, storage, and other accessorial charges, and has given assurance to the satisfaction of the carrier's credit office that future demurrage, storage and other accessorial charges will be paid within the credit period prescribed.</p>
<p>ITEM 126 [!]</p> <p align="center">CARS INTERCHANGED IN ERROR</p> <p>A charge of \$390.00 per car will be assessed against the delivering carrier on any car interchanged to the NYA in error.</p>	
<p>ITEM 127</p> <p align="center">CARS ORDERED AND NOT USED</p> <p>If an empty car is ordered and placed for loading and car is subsequently released back to carrier without being used in transportation service, a charge of \$175.00 will be assessed and will be in addition to other charges. Provisions of this item are not applicable on cars refused or rejected account defective or unfit for loading.</p>	
<p>ITEM 128</p> <p align="center">IMPROPER CARS FURNISHED FOR LOADING BY CONNECTING LINES</p> <p>When cars ordered for loading are refused on account for not being in proper condition to load, a charge of \$175.00 per car will be assessed against the railroad furnishing the car.</p>	
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

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SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 1 MISCELLANEOUS RULES AND CHARGES																																																																								
<p>ITEM 140 [C]</p> <p align="center">GENERAL DIMENSION AND WEIGHT LIMITATIONS</p> <p>New York & Atlantic Railway's Clearance Department must be contacted with a written request to obtain advance authorization for shipments which would not conform to the dimension and weight limitations at stations listed below:</p> <p align="center">NYA Stations (NY)</p> <p align="center">COLUMNS:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:25%;">(A)</th> <th style="width:25%;">(B)</th> <th style="width:25%;">(C)</th> <th style="width:25%;">(C) Cont'd</th> </tr> </thead> <tbody> <tr><td>Bay Shore</td><td>Bridgehampton</td><td>Babylon</td><td>New Hyde Park</td></tr> <tr><td>Greenlawn</td><td>Eastport</td><td>Bay Ridge</td><td>Pinelawn</td></tr> <tr><td>(1) Long Island City</td><td>Freeport</td><td>Bedford</td><td>Queens Village</td></tr> <tr><td>Port Jefferson</td><td>Huntington</td><td>Bethpage</td><td>Richmond Hill</td></tr> <tr><td>Second Avenue</td><td>Islip</td><td>Brentwood</td><td>Riverhead</td></tr> <tr><td>Setauket</td><td>(2) Long Island City</td><td>Bushwick</td><td>Sills</td></tr> <tr><td>St James</td><td>Mattituck</td><td>Calverton</td><td>Upton</td></tr> <tr><td></td><td>Montauk</td><td>Central Islip</td><td>Westbury</td></tr> <tr><td></td><td>Nichols Sdg</td><td>Deer Park</td><td>Wyandanch</td></tr> <tr><td></td><td>Patchogue</td><td>Farmingdale</td><td>Yaphank</td></tr> <tr><td></td><td>Sayville</td><td>Fresh Pond</td><td></td></tr> <tr><td></td><td>Southampton</td><td>Glendale</td><td></td></tr> <tr><td></td><td>Southold</td><td>Hicksville</td><td></td></tr> <tr><td></td><td>Speonk</td><td>Holtsville</td><td></td></tr> <tr><td></td><td>Syosset</td><td>Jamaica</td><td></td></tr> <tr><td></td><td>Valley Stream</td><td>Medford</td><td></td></tr> <tr><td></td><td>Westhampton</td><td>Mineola Garden City</td><td></td></tr> </tbody> </table> <p align="center">(Continued in next column)</p>	(A)	(B)	(C)	(C) Cont'd	Bay Shore	Bridgehampton	Babylon	New Hyde Park	Greenlawn	Eastport	Bay Ridge	Pinelawn	(1) Long Island City	Freeport	Bedford	Queens Village	Port Jefferson	Huntington	Bethpage	Richmond Hill	Second Avenue	Islip	Brentwood	Riverhead	Setauket	(2) Long Island City	Bushwick	Sills	St James	Mattituck	Calverton	Upton		Montauk	Central Islip	Westbury		Nichols Sdg	Deer Park	Wyandanch		Patchogue	Farmingdale	Yaphank		Sayville	Fresh Pond			Southampton	Glendale			Southold	Hicksville			Speonk	Holtsville			Syosset	Jamaica			Valley Stream	Medford			Westhampton	Mineola Garden City		<p>ITEM 140 [C]</p> <p align="center">GENERAL DIMENSION AND WEIGHT LIMITATIONS</p> <p>EXPLANATION OF COLUMNS:</p> <p>(A) Maximum Gross Weight (Car and Lading) that can be handled is 263,000 lbs. The maximum size that car handled is Plate C (See Note).</p> <p>(B) Maximum Gross Weight (Car and Lading) that can be handled is 263,000 lbs. The maximum size that car handled is Plate C (See Note).</p> <p>(C) Maximum Gross Weight (Car and Lading) that can be handled is 286,000 lbs. The maximum size that car handled is Plate F (See Note).</p> <p>EXPLANATION OF REFERENCES:</p> <p>(1) - Arch Street Yard. (2) - All of Long Island City, except (1) Arch Street Yard.</p> <p>EXPLANATION OF NOTE:</p> <p>Note - For definition of Plate, see Official Railway Equipment Register, RER 6414-series.</p>
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SECTION 2 SWITCHING	SECTION 3 CARS PLACED IN STORAGE
ITEM 200 [!] INTRA-PLANT SWITCHING 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, shall be performed by NYA at a charge of \$250.00 per car.	ITEM 300 CARS PLACED IN STORAGE All private rail cars that arrive at NYA that are placed in storage without a storage agreement in effect, will have a rate applied to each car held, waiting for placement, of \$150.00 per day.
ITEM 210 [!] INTRA-TERMINAL SWITCHING A switching movement (other than intra-plant switching) from one track to another track on the same railroad, or between the track(s) of an industry and the track of the railroad, or between the tracks of two separate industries served by the same railroad, all of which are within the limits of one station, shall be performed by NYA at the charge of \$450.00 per car.	
For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.	

	EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS
	<p>[A] - Addition [C] - Change [I] - Increase [R] - Reduction/Decrease [NC] - Brought forward without change.</p> <p>(<u>Underscored</u> portion denotes addition/change.)</p>