

MODESTO & EMPIRE TRACTION COMPANY



Freight Tariff ICC M&ET 8000 - A

**NAMING
SWITCHING AND ACCESSORIAL CHARGES
AT LOCATIONS ON THE
MODESTO & EMPIRE TRACTION COMPANY**

THIS TARIFF APPLIES ON INTERSTATE AND INTRASTATE TRAFFIC

NOTICE

THE PROVISIONS HEREIN WILL, IF EFFECTIVE, NOT HAVE A NEGATIVE IMPACT ON THE QUALITY OF THE HUMAN ENVIRONMENT OR ENERGY CONSUMPTION

FOR GOVERNING CLASSIFICATIONS, SEE ITEM 5

ISSUED BY:
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TABLE OF CONTENTS

GENERAL RULES AND REGULATIONS3

DESCRIPTION OF GOVERNING CLASSIFICATION.....3

STATION LIST AND CONDITIONS.....3

EXPLOSIVES, DANGEROUS ARTICLES3

REFERENCE TO TARIFFS, ITEMS, NOTES AND RULES3

CONSECUTIVE NUMBERS3

CAPACITIES AND DIMENSIONS OF CARS.....3

NATIONAL SERVICE ORDER TARIFF3

MILEAGE CHARGES ON PRIVATELY OWNED CARS4

DEMURRAGE4

CHANGES IN OR ADDITION OF FIRMS OR INDUSTRIES4

PAYMENT AND CREDIT TERMS.....4

RECEIPT AND DELIVERY OF CARS OR FREIGHT ON, TO, OR FROM PRIVATE AND INDUSTRIAL TRACKS.....4

DEDUCTIBLE ON LOSS OR DAMAGE4

REFUSED OR UNCLAIMED FREIGHT4

RULE GOVERNING SECURITY-TYPE SEALS APPLICATION5

RETURN OF REFUSED OR REJECTED SHIPMENTS5

CARGO LOSS, DAMAGE AND DELAY PROVISIONS / LIABILITY RESTRICTIONS; CLAIM FILING RELATED THERETO5

HOLIDAYS.....7

SECTION 1 – SWITCHING8

DEFINITION OF TERMS8

APPLICATION OF CHARGES9

INTRA-PLANT SWITCH.....9

INTRA-TERMINAL SWITCH9

RECIPROCAL SWITCHING – NOT APPLICABLE ON THE M&ET.....9

RECIPROCAL SWITCHING – APPLICABLE ON UP9

CARS ORDERED AND NOT USED.....9

EMPTY CARS ORDERED BUT NOT LOADED.....9

SWITCHING RAILWAY CAR(S) TO AND FROM SHOP.....9

SECTION 2 – ACCESSORIAL CHARGES11

ASSEMBLING UNIT TRAINS.....11

TURNING OF CARS TO PERMIT UNLOADING.....11

CLOSING DOORS11

CAPTURE & RETURN CHARGE.....11

CARS WITHOUT PROPER FORWARDING DIRECTIONS (NO BILL)11

CARS WITHOUT PROPER FORWARDING INSTRUCTIONS.....12

OVERLOAD CHARGES12

PRIVATE CARS HELD FOR LOADING OR UNLOADING.....12

SWITCHING CHARGES ON CARS RECEIVED FROM CONNECTING RAILROADS IN ERROR12

STRIKE INTERFERENCE12

DIVERSION OR RECONSIGNMENT.....13

SHIPMENTS TO ORDER, ORDER NOTIFY13

LEASE OF RAILROAD TRACKS FOR STORAGE13

HANDLING EMPTY FREIGHT CARS FOR STORAGE13

SURCHARGES.....14

NO SURCHARGE CURRENTLY IN EFFECT.....14

MOVEMENT OF LOCOMOTIVES.....14

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS.....14

METHOD OF ADDING, CHANGING OR DELETING ITEMS IN THIS TARIFF

Changes to this tariff will be made by issuing supplements. These supplements will show the action taken on each item, namely:

- A** Increase
- C** Change resulting in neither an increase nor a decrease
- R** Decrease

There will be only one supplement to this tariff in effect at any time. Any item contained in a prior supplement will be brought forward to subsequent supplements.

ITEM	GENERAL RULES AND REGULATIONS
	APPLICATION
5	<p>DESCRIPTION OF GOVERNING CLASSIFICATION This tariff is governed, except as otherwise provided herein, by Uniform Freight Classification UFC 6000 series, issued by the National Railroad Freight Committee, Agent, supplements thereto or reissues thereof.</p>
10	<p>STATION LIST AND CONDITIONS This tariff is governed by the Official Railroad Station List, OPSL 6000 series, to the extent shown below:</p> <p style="text-align: center;">PREPAY REQUIREMENTS AND STATION CONDITIONS</p> <p>For addition and abandonment of stations, and except as otherwise shown herein, for prepay requirements, changes in names of stations, restrictions as to acceptance or delivery of freight, and changes in station facilities.</p> <p>When a station is abandoned as of a date specified in the above named tariff, the rates from and to such station, as published in this tariff, are inapplicable on and after that date.</p> <p style="text-align: center;">GEOGRAPHICAL LIST OF STATIONS</p> <p>For geographical locations of stations referred to in this tariff by station number.</p> <p style="text-align: center;">STATION NUMBERS</p> <p>For the identification of stations when stations are shown or referred to by numbers in this tariff.</p>
15	<p>EXPLOSIVES, DANGEROUS ARTICLES For rules and regulations governing the transportation of explosives and other dangerous articles of freight, also specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see Bureau of Explosives Tariff BOE 6000 series.</p>
20	<p>REFERENCE TO TARIFFS, ITEMS, NOTES AND RULES Where reference is made in this tariff to tariffs, items, notes or rules, such references are continuous and include supplements to and successive issues of such tariffs and reissues of items, notes or rules.</p>
30	<p>Intentionally left blank.</p>
40	<p>CONSECUTIVE NUMBERS Where consecutive numbers are represented in this tariff by the first and last numbers connected by the word "to" or a hyphen, they will be understood to include both the numbers shown.</p>
45	<p>CAPACITIES AND DIMENSIONS OF CARS For marked capacities, lengths, dimensions and cubical capacities of cars, see The Official Railway Equipment Register, RER 6413 series. Maximum Gross weight on rail on Modesto & Empire Traction Company WITHOUT CLEARANCE is 286,000 pounds.</p>
60	<p>NATIONAL SERVICE ORDER TARIFF This tariff is subject to the provisions of the various Surface Transportation Board Service Orders and General Permits as shown in National Service Order Tariff STB NSO 6100 series.</p>

70	<p>MILEAGE CHARGES ON PRIVATELY OWNED CARS</p> <p>M&ET will not pay mileage charges on privately owned car when moving to, from or via stations on the M&ET.</p>
75	<p>DEMURRAGE</p> <p>Cars handled under the provisions of this tariff will also be subject to the demurrage provisions of M&ET 9500 Series.</p>
80	<p>CHANGES IN OR ADDITION OF FIRMS OR INDUSTRIES</p> <p>Switching charges shown in this tariff apply to the physical locations or plant sites and are not affected by name changes or ownership changes of the occupants or property.</p>
90	<p>PAYMENT AND CREDIT TERMS</p> <p>All charges under this tariff must be prepaid, unless satisfactory arrangements with M&ET have been made prior to performance of service. Charges for services rendered under terms of this tariff will accrue against the customer located on the M&ET, unless arrangements to the contrary have been made with M&ET prior to performance of service.</p> <p>All payments for services covered herein are due and payable within fifteen (15) days following the Freight Bill date. The rules applicable to payments and credit terms are in accordance with those found in 49 CFR 1320. Payments received after the expiration of the credit period shall be subject to a service charge of one and one-half percent (1 1/2%) per month (or fraction thereof) of the outstanding balance or highest rate allowed by law.</p>
130	<p>RECEIPT AND DELIVERY OF CARS OR FREIGHT ON, TO, OR FROM PRIVATE AND INDUSTRIAL TRACKS</p> <p>1. This tariff will be subject to the rules and charges governing receipt and delivery of freight on, to, or from private and industrial tracks as published in Tariff RPS-6804 series.</p> <p>2. The tariff does not grant the use of private sidings or facilities to parties other than the owners thereof, unless the privilege of use is granted to others by the owners, without cost to M&ET.</p>
140	<p>DEDUCTIBLE ON LOSS OR DAMAGE</p> <p>No claim for the physical loss or damage to any shipment transported by M&ET shall be made or filed by a customer for amounts less than \$250.00. If customer's proven loss or damage is in excess of \$250.00, then \$250.00 shall be deducted from any claim amount paid by the carrier.</p>
150	<p>REFUSED OR UNCLAIMED FREIGHT</p> <p>The following practice will be followed in the handling or freight which is refused or unclaimed:</p> <p>All Freight Consignees, as described in the waybill, will be notified promptly of the arrival of shipment at destination. In case of refusal by consignee to accept the freight, or if freight is unclaimed five days after notice of arrival has been sent or given, consignor will be sent a notice showing the name of consignee, description of freight, point of origin and date of shipment. This notice will also state substantially that if disposition is not arranged for, at M&ET's sole discretion, the property will be: 1) subject to sale as provided for in Section 4 Paragraph (b) of the Uniform Bill of</p>

	Lading as published in Tariff UFC 6000 series, or 2) at shipper's expense be reverse routed to origin by M&ET.
160	<p>RULE GOVERNING SECURITY-TYPE SEALS APPLICATION</p> <p>It is the shipper's responsibility to protect the safety and integrity of their lading, including but not limited to, the application of security-type seals to shipments for prevention of unauthorized access to lading. While in its custody, M&ET acknowledges its responsibility to maintain the integrity of the lading commensurate with its applicable common carrier or contract carrier obligation. However, the mere presence of a broken seal or missing seal, alone does not deem the lading to be contaminated or adulterated. Accordingly, M&ET will not acknowledge responsibility for alleged contamination or adulteration unless there is evidence to support the same. Likewise, the shipper is responsible to provide documentary evidence that each shipment is properly protected with security seals prior to release at origin.</p>
165	<p>RETURN OF REFUSED OR REJECTED SHIPMENTS</p> <p>When a shipment has reached destination but is refused or rejected and not unloaded and is returned to the original point of shipment, the return shipment will be subject to the rate, minimum weight and route from of the original shipment.</p>
170	<p>CARGO LOSS, DAMAGE AND DELAY PROVISIONS / LIABILITY RESTRICTIONS; CLAIM FILING RELATED THERETO</p> <p>M&ET will not be liable for loss, damage or delay to lading caused by an Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, the inherent nature or character or the lading, natural shrinkage, an act or default of the shipper/consignor, owner or consignee/receiver, or from any cause whatsoever which occurs while the lading is not in the actual physical custody and control of the Carrier.</p> <p>Shipper is responsible for proper and lawful packaging, loading, stacking, blocking, bracing, placarding, and ventilation of the cargo. Shifting of a load en-route is, of itself, not evidence of Carrier mishandling. If other than a railcar with mechanical protection against heat and cold is requested by the shipper/consignor, Carrier is not responsible for the deterioration of the products which may occur because of temperature within the railcar. Shipper is responsible for affixing a seal to each railcar door or hatch.</p> <p>Shipper acknowledges and accepts the inherent tendency of perishable goods to deteriorate or decay. Carrier is not liable for the decline of goods as is reasonably expected to occur while en-route. Carrier is not liable for the decline of goods attributable to disease or decay within the goods when loaded.</p> <p>Carrier is not liable for shortage of lading unless there is physical evidence of unauthorized forced entry into the vehicle while in the Carrier's possession. Shortage claims must be verified and supported by an actual tally of the packages loaded at origin and an actually tally of packages unloaded at destination. Origin and destination seal records must be furnished. Carrier agrees to transport shipments with reasonable dispatch. Carrier does not guarantee rail service within any particular time frame. Carrier's maximum liability of cargo is the lower of its original cost or the cost of the replacement. Carrier is not liable for special or consequential damages or for damages due to market decline. Carrier will not be responsible for any loss, damage or delay to cargo that occurs outside of the US.</p>

A claimant must mitigate its damage by acceptance of damaged cargo unless the goods are totally worthless. A claimant may not abandon damaged goods to Carrier when the damaged lading retains more than minimal value. Product that is abandoned to Carrier in an undamaged condition will be sold and the salvage proceeds only, less salvage expenses, will be remitted to the owner.

There shall be no presumption of carrier fault for the loss, damage or delay of cargo. The burden of proof to establish the fault of Carrier is upon the claimant. Carrier is not liable for any loss, damage, or delay of cargo, except where Carrier's intentional act(s), omission(s), or gross negligence is the direct and proximate cause of the injury. If Carrier's act or omission is not the sole cause of the injury but contributes to the loss, damage or delay to the cargo, then Carrier will be liable only for that portion of the injury as corresponds to its comparative fault.

Carrier's maximum liability for lading in each railcar is \$100,000.00. M&ET will not be liable for damage where M&ET's liability is determined to be less than \$250.00 per railcar. No claim will be filed or paid for injury to lading of less than \$250.00 per railcar. See Item 140.

As a condition precedent for recovery against the Carrier, a claim for loss, damage or delay to the cargo must be filed within three months of the date of the delivery of the cargo. Should Carrier decline a claim, suit thereon may not be brought more than six months after the date of Carrier's written declination. Federal carrier law governs the determination of liability; no State or common law causes of action will be recognized. A lawsuit against Carrier based on indemnification must satisfy the aforestated time limitations for filing a claim and for initializing a lawsuit.

All claims must be in writing and include the following:

Information identifying the rail shipment, including car initial and number, shipper's/consignor's and consignee's/receiver's name, address and telephone number, shipping date and commodity.

Origin records or certification on the condition and quantity of the lading at the time the goods were received from the origin carrier.

Destination records or certification on the condition and quantity of the lading at the time the goods were received from the destination carrier.

A demand for payment of a specific amount, including the formula or basis on which the damages are calculated, plus, evidence in support of the calculation.

Documentation as to disposition of damaged lading and the salvage proceeds therefrom.

All freight loss, damage or delay claims filed with M&ET are to be mailed to:

Agent
M&ET
530 11th Street
Modesto, CA 95354

205	<p>HOLIDAYS M&ET holidays are defined, for purposes of this tariff, as: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve Day.</p>

SECTION 1 – SWITCHING

ITEM	APPLICATION
300	<p>DEFINITION OF TERMS</p> <p>Industrial Tracks - A track serving a particular industry, whether located upon property owned by M&ET or upon property owned or leased by the industry.</p> <p>Intra-Plant Switch - A switching movement from one location to another location within the confines of an industry.</p> <p>Intra-Terminal Switch - A switching movement (other than intra-plant) from one location to another location within the switching limits of one station or industrial switching district of the same railroad.</p> <p>Reciprocal Switching – An arrangement between M&ET and a connecting railroad serving the same station or switching district where the carrier physically serving the industry performs switching service for loading or unloading on behalf of the other carrier on shipments having add immediately preceding or following line-haul movement via the other carrier.</p> <p>Private Car – A private car is a car bearing other than railroad reporting marks, except as otherwise provided under Railroad-Controlled Cars.</p> <p>Railroad-Controlled Cars – A railroad-controlled car is a car provided to M&ET directly, by car companies or others, for indiscriminate use of M&ET in servicing any of its customers.</p> <p>Shop Facility - A shop facility is one approved by the AAR for rail car repair sufficient to meet interchange standards.</p> <p>Private Track – A private track is</p> <ol style="list-style-type: none"> 1. A track outside of M&ET’s right-of-way, yard and terminals, and of which M&ET does not own either rails, ties, roadbed or right-of-way. The track may be used jointly by two or more parties when written notice has been furnished to M&ET by the owner of the track prior to such joint use; or 2. A track or portion thereof owned or operated by M&ET that is leased for the purpose of the storage of railcars of Lessee through a written agreement. The joint use of a lease track by each or two or more parties must have written consent from M&ET prior to such joint use. <p>Private Cars Held on Railroad Tracks – for the purpose of applying items in this Tariff, private cars on private tracks will be exempt from the rules and charges, except that private cars, while held under constructive placement on railroad tracks, will be subject to demurrage charges after expiration of free time allowed, and will be considered released from the demurrage transaction upon receipt of Notice to Deliver car to tracks of consignee.</p> <p>Cars Received Under Load and Held for Forwarding Directions - On loaded cars received from another railroad, or loaded on private tracks, and held by M&ET for forwarding directions or other disposition, time will be computed from the actual time such directions are received. Demurrage charges will be assessed for all detention time.</p> <p>Cars Found to be Overloaded or Improperly Loaded – When cars are found to be overloaded or improperly loaded and not in conformity with railroad loading and clearance rules, the following will apply:</p>

	<p>If found while still on industry or railroad tracks where loaded, car will be considered to be under continuous loading transaction until adjustment of the load has been made.</p> <p>If found at origin after having been removed from industry or M&ET tracks where loaded, car will be considered released until load has been adjusted.</p>																						
310	<p>APPLICATION OF CHARGES Except for Reciprocal Switching and as otherwise provided herein, switching charges published herein will apply on empty and loaded cars.</p>																						
320	<p>INTRA-PLANT SWITCH The charge for an Intra-Plant Switch will be \$80.00 per car.</p>																						
330	<p>INTRA-TERMINAL SWITCH The charge for an Intra-Terminal Switch will be \$275.00 per car.</p>																						
370	<p>RECIPROCAL SWITCHING – NOT APLICABLE TO INDUSTRIES LOCATED ON M&ET</p>																						
380	<p>RECIPROCAL SWITCHING – APPLICABLE ON UP</p>																						
	AT	FOR	CHARGE	NOTES																			
SEE ITEM 3000	Modesto	BNSF	355.00	See UP Reciprocal Switching circular, viewable online @ UPRR.COM																			
390	<p>EMPTY CARS ORDERED BUT NOT LOADED On empty cars that are ordered for loading and car has been placed on customer track, and the car is not loaded but released to the railroad empty, a charge of \$275.00 per car will be assessed for this service and collected from the industry ordering such cars.</p>																						
391	<p>SWITCHING RAILWAY CARS TO AND FROM SHOP</p> <table border="1"> <thead> <tr> <th><u>Commodity</u></th> <th><u>From</u></th> <th><u>To</u></th> <th><u>Status In / Out</u></th> <th><u>Per Car</u></th> <th><u>Note</u></th> </tr> </thead> <tbody> <tr> <td>Railway Cars</td> <td>Interchange tracks of connecting line</td> <td>Shop</td> <td>E E</td> <td>\$220.00</td> <td>(1)</td> </tr> <tr> <td>Railway Cars</td> <td>Points on M&ET or interchange tracks of connecting line</td> <td>Shop</td> <td>L E E L</td> <td>\$110.00</td> <td>(2)</td> </tr> </tbody> </table>					<u>Commodity</u>	<u>From</u>	<u>To</u>	<u>Status In / Out</u>	<u>Per Car</u>	<u>Note</u>	Railway Cars	Interchange tracks of connecting line	Shop	E E	\$220.00	(1)	Railway Cars	Points on M&ET or interchange tracks of connecting line	Shop	L E E L	\$110.00	(2)
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- | | |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| NOTES: | <ul style="list-style-type: none">(1) Applies when movement is for repairs only.(2) Applies when M&ET receives a revenue move from shipments loaded or unloaded at industries on M&ET. |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

SECTION 2 – ACCESSORIAL CHARGES

ITEM	APPLICATION
405	<p>ASSEMBLING UNIT TRAINS M&ET may assemble unit trains for online customers. The following conditions must be met PRIOR to movement of empty equipment to M&ET.</p> <p>A request must be submitted to the M&ET including the following information: Number of cars to assemble as a unit, interchange location(s) for empty equipment, interchange location(s) for outbound loaded unit train, date first cars are expected to arrive at M&ET, date which unit train will be loaded, location of loading, ownership of equipment – private or railroad owned or leased. Party requesting assembly of a unit train must obtain written authorization from the Superintendent of railroad. Marked or controlled equipment will not be considered under this item until written car hire relief has been obtained from the controlling railroad.</p>
410	<p>TURNING OF CARS TO PERMIT UNLOADING 1. In instances where it is desired that freight in carloads be placed on industrial or team tracks for loading or unloading from one particular side or end of the car, cars must be properly placarded on both sides, and notation made on the Bill of Lading and waybill substantially as follows:</p> <p style="text-align: center;">NOTICE TO CARRIER</p> <p>“Deliver car for loading or unloading from the door or end specified by placard.”</p> <p>2. When freight in carloads is properly placarded on both sides of the car to load or unload from one particular side or end of the car, and customer directs M&ET to turn the car so that loading or unloading can be done from the other side or end of the car, a charge of \$150.00 per car shall apply, in addition to all other lawful charges.</p> <p>3. When cars are not properly placarded or there is no notation on waybill stipulating door or end of car to unload from and car requires turning to be unloaded, a charge of \$150.00 will be assessed against the party requesting the car be turned for the turning of the car.</p>
415	<p>CLOSING DOORS When it is necessary for M&ET to close doors, hatches, gates or secure tie down devices on empty cars, a charge of \$50.00 will be assessed against the customer releasing said car. Loaded cars will not be moved unless all doors, hatches, gates and tie-down devices are secured.</p>
416	<p>CAPTURE & RETURN CHARGE The charge for a request by customer to capture and return to customer’s track any empty or loaded car released in error by customer will be \$275.00 per car.</p>
418	<p>CARS WITHOUT PROPER FORWARDING DIRECTIONS (NO BILL) Cars that are returned to the M&ET due to not having proper forwarding instructions will result in a \$275.00 charge for capturing and returning car to contacting road per waybill instructions.</p> <p>NOTE: Proper forwarding instructions are defined as containing: Shipper, Origin City and State; Consignee, Destination City and State; Route; Whether Prepaid or Collect or Rule 11 Shipment;</p>

	<p>Payor-of-Freight Charges Name and Address; Lading Weight or Weighing Instructions; Commodity (including applicable Hazardous Materials Requirements); Customs Broker Name and Address for Export Shipments; Accurate Car Initial and Number.</p>
420	<p>OVERLOAD CHARGES</p> <p>1. For cars in excess of 286,000 lbs. moving over any portion of M&ET, movement must be pre-approved by authorized operations personnel.</p> <p>2. Cars found to be overloaded while on the tracks of M&ET, or cars interchanged from M&ET to another carrier which are returned to M&ET because such cars are overloaded, will either be:</p> <ul style="list-style-type: none"> a) returned to the shipper for adjustment, or b) placed at a location suitable for adjusting the load. <p>Determination of the above will be at the discretion of the M&ET.</p> <p>Cars covered by this item will be subject to M&ET demurrage rules and charges, no free time or credits will be allowed. Demurrage will begin upon notification to customer of overloaded condition, or placement of the car at the location for adjustment of the car, whichever occurs last.</p> <p>Cars covered by this item will be subject to a handling charge of \$275.00 per car, plus any applicable freight and demurrage charges.</p> <p>3. Cars found to be overloaded at a loading point served by M&ET will not be moved until the load has been adjusted. Demurrage will continue until the car is released and accepted by M&ET. No additional free time will be allowed.</p>
425	<p>PRIVATE CARS HELD FOR LOADING OR UNLOADING</p> <p>1. Should private cars arrive at M&ET for loading or unloading and customer is unable to receive such cars, M&ET will allow the customer 48 hours to order car placed for loading or unloading. After 48 hours, car(s) will be assessed a charge of \$35.00 per day until spotted for loading or unloading.</p> <p>2. A switch charge of \$275.00 will be assessed to customer for switching car from storage track to industry track.</p>
430	<p>SWITCHING CHARGES ON CARS RECEIVED FROM CONNECTING RAILROADS IN ERROR</p> <p>At all stations on the M&ET, cars received from a connecting railroad in error and ordered returned to the same railroad, the following charges will be applied:</p> <ul style="list-style-type: none"> BNSF - \$450.00 UP - \$450.00
440	<p>STRIKE INTERFERENCE</p> <p>When it is impossible to load, unload, receive cars from or make cars available to M&ET due to strike interference at the point where loading or unloading is to be accomplished, demurrage days will be charged at the rate of \$150.00 per day during the period of strike interference, provided:</p> <ul style="list-style-type: none"> 1. The disruption exceeds ten (10) days in duration during one calendar month. 2. The provisions of this item will only apply to: <ul style="list-style-type: none"> a. Inbound cars when waybills are dated four (4) days after the beginning of strike interference.

	<p>b. Cars for loading when ordered after the beginning and prior to the ending of strike interference</p>
445	<p>DIVERSION OR RECONSIGNMENT Diversion or reconsignment means any one or more of the following when a car is located on or under control of the M&ET:</p> <ol style="list-style-type: none"> 1. Change in the name of consignee. 2. Change in the name of consignor. 3. Change in the destination. 4. Change in route. 5. Any other instruction given by consignee, consignor, or owner affecting delivery and requiring and addition to or a change in billing, and additional movement of the car, or both. <p>Except as otherwise provided herein, the term “destination” as used in these rules means the billed destination. Diversion or Reconsignment orders will not be accepted by M&ET for cars that are not under its control.</p> <p>CHARGES: When an order is placed with M&ET by consignee, consignor, or owner that modifies any of the terms of shipment listed above in this item, the following charges will apply:</p> <ol style="list-style-type: none"> 1. The charge for Diversion or Reconsignment will be \$100.00 per car. 2. Facilitation of Diversions or Reconsignments is not guaranteed. If the request is not accomplished, no charge will be assessed for the request. <p>Cars stopped, diverted or reconsigned under terms of this item are subject to demurrage provisions of this tariff.</p>
450	<p>SHIPMENTS TO ORDER, ORDER NOTIFY – NOT APPLICABLE ON M&ET Shipments requiring “shipment to order”, “order notify” or “straight bill of lading” requiring surrender of bill of lading or written order. Cars held awaiting instructions under terms of this item will be subject to demurrage provisions of this tariff. Demurrage charges will accrue against the party issuing instructions.</p>
470	<p>LEASE OF RAILROAD TRACKS FOR STORAGE Tracks of M&ET may be leased to shippers, receivers or private car owners, <u>subject to availability</u>, pursuant to terms and conditions of special agreements. Contact Manager of Marketing & Sales regarding the creation of a track lease. Cars placed in storage must be privately owned or free of car hire. Cars held on storage tracks will not be subject to demurrage. Switching of cars to and from storage will apply, as provided in this tariff.</p>
475	<p>HANDLING EMPTY FREIGHT CARS FOR STORAGE This item applies on all types of rail cars destined for storage on M&ET, including, but not limited to, cars provided by railroads, leased cars and cars bearing other railroad reporting marks, but not including passenger train cars. Charges are as follows:</p> <ol style="list-style-type: none"> 1. In and out switch charge of \$300.00 (total cost for handling in and out). 2. Daily rate of \$4.00 per car, per day (30 day minimum).

	<p>These charges are applicable by agreement.</p> <p>M&ET's maximum liability for loss and damage is \$100.00 per railcar. (NO LIABILITY WILL BE ASSUMED FOR PAINTING, DEFACING OR VANDALISM TO ANY CAR).</p>
480	<p>SURCHARGES</p> <p>Surcharges as shown in item 485, published in this tariff will be additional to the line-haul transportation charge or charges on regulated traffic published in tariffs or other instruments whatsoever as well as deregulated traffic having application from or to stations on the M& ET.</p>
485	<p>NO SURCHARGE CURRENTLY IN EFFECT</p>
490	<p>MOVEMENT OF LOCOMOTIVES</p> <p>Privately owned, leased or foreign line locomotives will be moved over the M&ET subject to a minimum charge of \$500.00 for movement on own wheels, but not on own power. M&ET will not absorb any charges applicable to shipments of locomotives.</p> <p>All Privately owned, leased or foreign line locomotives are subject to a joint inspection at interchange by both M&ET mechanical personnel and connecting carrier mechanical personnel. Any locomotives that fail inspection will be rejected at interchange.</p> <p>M&ET's maximum liability for loss and damage is \$100.00 per locomotive.</p>
<p>EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS</p>	
AAR	Association of American Railroads
M&ET	Modesto & Empire Traction
OPSL	Official List of Open and Prepay Stations, Station List Publishing Company, Agent
RER	The Official Railway Equipment Register, R.E.R. Publishing Company, Agent
RPS	Railroad Publication Services, Agent
STB	Surface Transportation Board
STCC	Standard Transportation Commodity Code
UFC	Uniform Freight Classification, Uniform Freight Classification Committee, Agent
A	Increase
C	Changes resulting in neither an increase nor a decrease
R	Decrease