

Greens Port Industrial Park
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LOCAL FREIGHT TARIFF GPIP 100-D

(Cancels and Supersedes GPIP 100-C and supplements/revisions thereto)

**CONTAINING STORAGE, SWITCHING, AND
MISCELLANEOUS CHARGES
APPLYING TO RAILCAR HANDLING**

**FOR GENERAL RULES & CONDITIONS
SEE GREENS PORT TERMINAL TARIFF No. 1**

ISSUE DATE: April 1, 2019

EFFECTIVE DATE: May 1, 2019
(except where otherwise noted)

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CHECK SHEET OF ITEMS AND REVISIONS

The items contained in this publication are listed consecutively by number. The paragraph that has been changed within an item will contain one of the following reference marks placed next to the item number:

(A) Denotes increase

(R) Denotes reductions

(C) Denotes changes in wording which result in neither increases nor reductions in charges

(N) Denotes new item

In addition, the effective date of the revised item will be added to this index page “CHECK SHEET OF ITEMS AND REVISIONS” to identify which item(s) have been changed

Revision Type	Item Number and Description	Effective Date
(N)	REPUBLICACION OF GPIIP 100 – ALL ITEMS SHOULD BE EXAMINED	November 1, 2016
(N)	ITEM 290 – CARS PLACED TO GPIIP IN ERROR (SETBACKS)	November 1, 2018
(N)	ITEM 350 – INVENTORY ABOVE STATED STORAGE CAPACITY	May 1, 2019

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ITEM 5 REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.

This publication is available on the Internet for viewing or sending directly to your printer. GPIP Home Page can be found by going to <https://www.watcocompanies.com/services/greens-port-terminal/>. All Customers shipping with the GPIP should **review all the publications (including but not limited to Greens Port Terminal Tariff No. 1) posted on the Website before tendering freight to or from any railroad as revisions to the publications will be made from time to time by supplement or reissuing the publications in their entirety.**

From the Home Page click the ‘Greens Port Industrial Park’ link, then choose the option called ‘Tariffs’. This option houses the publications necessary for understanding how to do business with the GPIP.

If you are not equipped to obtain a copy of this publication from the WATCO web site, a hard copy will be mailed to you, provided you furnish, to the address shown below, a formal written request for a printed copy. This formal request is required on an annual basis in accordance with the Surface Transportation Board’s policy decision under Ex Parte 528, Disclosure, Publication and Notice of Change of Rates and Other Service Terms for Rail Common Carriage. **An annual \$100.00 subscription fee will be assessed for those who wish to receive a hard copy.**

Watco Companies LLC
Attn: Pricing Administration
315 West 3rd Street
Pittsburg, KS 66762

Where reference is made in this tariff to tariffs, 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.

ITEM 10 GENERAL APPLICATION OF TARIFF

This Tariff is applicable for all car storage charges and switching movements performed at Greens Port Industrial Park unless covered by a separate freight volume or car storage agreement.

ITEM 20 DESCRIPTION OF FACILITIES

GPIP is a 655 acre Industrial Park located in Harris County, Texas along the Houston Ship Channel. GPIP is the largest private multi-tenanted industrial park in the Gulf Coast market. Direct rail served buildings and rail storage yards are available within Greens Port.

ITEM 30 RESPONSIBILITY OF CHARGES TO SERVING CARRIER

GPIP is not a railroad. There are no interline or reciprocal switch agreements in place between GPIP and the PTR A or any Class I railroad. All GPIP customers are responsible for all PTR A Tariffs in addition to those published here-within.

ITEM 40 TERMINAL PRIVILEGES OR SERVICES

Switching Service, as described in this Tariff, is the station or terminal service for the movement of empty or loaded rail cars between Port Terminal Railroad (PTR A) tracks, industry tracks, warehouse tracks, sidings, wharves or interchange connections with other Rail Carrier, all located within the switching limits of GPIP at Greens Port Industrial Park, Houston, Texas.

ITEM 50 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 of the numbers shown.

ITEM 60 CHANGE IN PROVISION(S)

GPIP reserves the right at any time to change the provisions of this publication; provided, however, any such change shall be effective only with regard to any transportation services provided under the publication for freight tendered after the effective date of the changes. GPIP will make available on its web site this publication in the latest amended form. Shippers, Consignees, Loaders and Unloaders should review this publication before tendering freight. Revisions to this publication will be made from time to time by reissuing the publication in its entirety.

ITEM 70 CHARGES HEREIN SUBJECT TO INCREASE

Charges published herein are subject to increase by republication.

ITEM 80 CURRENCY

Charges published herein are stated in United States Dollars.

ITEM 100 GLOSSARY OF TERMS

BLOCKING/INDEXING CARS: Applies when Customer requests cars to be placed by specific number.

CHARGEABLE DAY: A twenty-four (24) hours period or fraction thereof for which a charge assessed pursuant to this Tariff can be assessed.

CHERRY PICKING: Applies when Customer requests released cars be pulled by specific number.

CLOSING EVENT: The event in a car cycle that closes the cycle and results in computation of time and charges.

CONSIGNEE: The party designated on the bill of lading as the entity entitled to receive delivery of the car from the carrier.

CONSIGNOR or SHIPPER: The party designated on the bill of lading as the entity which has caused the car to be consigned into transportation.

CUSTOMER: As used in this Tariff, the term “Customer” is defined as, and shall mean, any one of the following:

- (a) A consignor, consignee, or their agent.
- (b) A forwarder, freight consolidator, importer or exporter, or their agent(s), either tendering freight for shipment, or, receipting for freight delivery.
- (c) A person other than the above, acting for or on behalf of any person in (a) and (b) above, arranging for the handling of import, export, coastwise or inter-coastal freight which is to move across GPIIP facilities.

EMPTY CARS ORDERED AND NOT USED: Empty cars ordered and placed for loading and not used in transportation service.

FORWARDING INSTRUCTIONS: A bill of lading given to authorized personnel of the line-haul carrier that contains all of the necessary information which allows for the immediate movement by GPIIP. Forwarding instructions will be effective on date and time advice is received by GPIIP.

Advice received by GPIIP to move a car from a loading or storage track to GPIIP’ yard or hold track to be held for “forwarding instructions”, whether furnished by the party loading car or another party, or a bill of lading or an order consigning the car to an Agent of GPIIP which has no beneficial interest in the lading, does not constitute “forwarding instructions” or a release from demurrage or other like charges.

A bill of lading, or other suitable order, covering car(s) requiring clearance from all carriers in the routing will not constitute “forwarding instructions” until clearance is received from all carriers in the routing.

HAZARDOUS MATERIALS (OTHER THAN TIH/PIH): SUBJECT TO TARIFF BOE 6000 (HAZARDOUS MATERIALS REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION) Hazardous Materials are defined as “Hazardous Wastes” and “Hazardous Substances” as named in Hazardous Materials Regulations of the U. S. Department of Transportation in 40 Code of Federal Regulations (CFR) 260 through 263 and 49 CFR 171.8 or successor thereof, requiring the use 4-digit identification numbers on shipping documents, placards or panels and identified with Standard Transportation Commodity Codes (STCC) beginning with 48 and 49 or beginning with STCC 28 and 29 and converting to STCC 48 or 49.

IDLER CAR: An empty car used to protect overhanging loads, or used between cars loaded with long material.

INBOUND SWITCH: Denotes cars received from PTR A Railroad; Date and time of receipt is recorded upon receipt from PTR A.

INTRA-TERMINAL SWITCH: A switching movement from one location to another location within the switching limits of the Greens Port Industrial Park, if railcars are placed for loading or unloading and shipper requests them to be moved without first unloading or loading the railcars.

ITEM 100 **GLOSSARY OF TERMS (CONT.)**

LEASED TRACK: A track leased to a user through a written lease agreement and is considered the same as a private track for demurrage purposes.

LOADING: The complete or partial loading of a car in conformity with GPIIP loading and clearance rules, advice that the car is available for movement, and the furnishing of forwarding instructions.

NOTIFICATION: When required, notification will be furnished either electronically or in writing to all parties entitled to receive notification.

OUTBOUND SWITCH: Is recorded when GPIIP is notified by 12pm (Noon) via e-mail at: GPIIPTrainSupps@watcocompanies.com and proper billing has been submitted to PTRRA, which is the responsibility of the Customer.

RAILCAR TO BULK TRUCK TRANSFER: Applies when a railcar is released empty after being unloaded via bulk truck.

RELEASE: The notification received from shipper, loader, consignee or unloader that loading or unloading of a car has been completed and car is available for movement and forwarding instructions have been received, if applicable. Date and time that GPIIP receives forwarding instructions and advice that a car is available for movement and from non-credit Customers, upon payment of any charge due. Cars found to be improperly loaded at origin will not be considered released until the load has been properly adjusted and clearance has been obtained. When a car is unloaded and then reloaded, empty release information must be furnished. If not furnished, storage will be continuous until forwarding instructions are received.

SHIPPER or CONSIGNOR: The party designated on the bill of lading as the entity which has caused the car to be consigned into transportation.

STORAGE DAY: A twenty-four (24) hour period, or fraction thereof.

TIH/PIH: Toxic Inhalation Hazards (TIH) and Poison Inhalation Hazards (PIH), including all commodities listed in 49 CFR Table 172.101 (Hazardous Materials Table) with a Special Provision code in Column 7 of 1 thru 6, or 13 as defined in 49 CFR §172.102. The terms TIH and PIH are synonymous as they apply to this Tariff.

TIME: Local time (Central Standard Time) is applicable, expressed on the basis of the twenty-four (24) hour clock, commencing at 12:01 AM.

UNLOADER: Party physically unloading the car.

ITEM 110 PAYMENT TERMS

Charges that accrue per this Tariff are due and payable according to GPIP' payment terms, as stated in Greens Port Terminal Tariff No. 1, supplements thereto and successive issues thereof, whichever is applicable.

ITEM 120 SECURITY DEPOSITS FOR PAYMENT OF CHARGES

GPIP has the right to demand that a rail Customer (GPIP served shipper, loader, consignee or unloader responsible for the payment of storage), with a history of delinquency or nonpayment of freight, demurrage or other charges not in bona fide dispute, deposit with GPIP money or security adequate to pay an **average monthly invoiced services calculated over the past six months or a per car fee based on potential services**. (1) The deposit may be satisfied with cash, letter of credit, surety bond or other appropriate instrument. GPIP will determine the suitability of the security tendered. (All instruments on deposit are hereinafter referred to as "security")

If a GPIP invoice not in bona fide dispute is not paid when due, immediately thereafter GPIP will satisfy the bill by drawing against the security on deposit. Thereafter, the rail Customer will be required to reinstate the value of the security to its former level or to another level equivalent to its average monthly invoiced services or per car fee based on potential services.

Should demand be made upon a rail Customer for the deposit or maintenance of security as heretofore stated and should the rail Customer refuse or fail to deposit or maintain the security, GPIP may refuse to provide any further rail service until the deposit requirement is fulfilled. If service is refused and rail Customer is the subject of congestion, GPIP will issue an embargo against all rail transportation by GPIP to and from that rail Customer, so long as congestion exists or otherwise continues. In short, carrier may issue and maintain the embargo while the congestion exists, irrespective of rail Customer compliance or non-compliance with the Security Deposit provisions in this Item.

No interest will be paid by GPIP on any security or monies deposited with it. It is within the discretion of the GPIP to determine when creditworthiness of the rail Customer no longer necessitates the imposition of a security or deposit. If rail service to the Customer is permanently discontinued, upon satisfaction of all invoiced bills the security on deposit held by GPIP will be released and returned.

ITEM 130 BLOCKING AND BRACING OF FREIGHT

All necessary blocking, chocking, bracing or other special requirements, including labor and material for safeguarding shipments, must be provided by the shipper or receiver.

ITEM 140 PERISHABLE FREIGHT OR HEATER SERVICE

GPIP does NOT have any facilities for refrigeration service or for the icing of railcars. Icing, if necessary, must be done by and at the expense of the shipper or consignee. Additionally, GPIP is NOT prepared to furnish heaters or heater service, and does NOT itself publish any tariff provision therefore NOR is it a party to the tariffs of any other carriers or their agents providing such service.

Accordingly, on outbound shipments, GPIP will not accept orders for its own account for such services but will accept orders on its connecting carriers for such services, by endorsement of bills of lading or otherwise, solely for transmission to such connections, and without liability on its part for any failure by them to comply with such orders. Likewise, on inbound shipments, GPIP will NOT accept orders to provide such services while in its possession, or assume any liability for the failure of its connecting carriers to provide such services, even though by endorsement on the bills of lading or otherwise, such connecting carriers have undertaken to furnish such services.

ITEM 150 CLEANING OF FREIGHT CARS

It is the consignee's or stevedore's duty to completely unload and dispose from railcars, at their expense, all dunnage, debris, or other foreign matter connected with the inbound shipment so as to return railcars to the Carrier in a condition for loading by another shipper without further unloading. It is also the consignee's or stevedore's duty to make sure all doors and tank car covers, valves, man-ways, etc. are closed and locked before any cars are considered empty and / or are ready to ship back out. In all cases PTRR Tariff applies.

If debris/dunnage is left beside the track which makes it unsafe for Watco personnel to perform a switch, the customer will be charged \$500. If GPIIP has to hire an outside company to remove the debris/dunnage, the customer will be billed at cost plus 20%.

ITEM 160 HANDLING CARS ON INDUSTRY TRACKS

Rail cars moving on switching rates and charges named in this Tariff will be placed on, or removed from, industry track, located within the boundaries of Greens Port Terminal, without additional charge for same, provided there are no conditions to make it unsafe for GPIIP's locomotive to operate over such tracks or that would prevent GPIIP from doing so at its ordinary convenience, and in continuous movement without delays.

If, the cause of delays has not been removed, GPIIP, will place the cars then being handled for the industry, on a hold, or other convenient track. Subsequent placement of such railcars on the industry track or other designated track selected by the consignee will be subject to the Intra-Terminal switching charges named in this Tariff.

ITEM 170 INDEMNIFICATION OF GPIIP FOR PRIVATE RAIL CARRIAGE

No party shall be permitted to operate over or make use of GPIIP's tracks unless prior express written permission has been obtained from GPIIP. When granted such permission, the private parties using the GPIIP tracks and facilities agree to indemnify and save harmless GPIIP from and against all losses, claims, demands and suits for damages, including death and personal injury, and including court costs and attorney's fees, incident to or resulting from their own operations on GPIIP track and facilities

ITEM 180 LOADING OR UNLOADING

GPIIP will NOT perform any services of loading and/or unloading of freight from/to railcars at any station, track or terminal on its facilities, NOR will GPIIP make arrangements for such loading and/or unloading of railcars without separate written contractual agreements.

ITEM 190 LOSS AND DAMAGE CLAIMS

GPIIP shall not be liable for any loss, damage, or delay to equipment or 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 of 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 equipment and lading is not in the actual physical custody and control of GPIIP. The shipper and consignee shall be jointly responsible for all loss, costs and expenses, including but not limited to the repair of damaged equipment (including complete loss of use), loss or damage to cargo, transfer services and derailment costs.

The shipper and the consignee named in the bill of lading or waybill shall be jointly and severally liable for any loss, damage, or delay to equipment or lading caused by an Act of God, a public enemy, authority of law, labor strikes, acts of civil disobedience, the inherent nature or character of 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 equipment and lading is in the actual physical custody and control of GPIIP due to the inability of the shipper, consignee, or their disclosed agent to receive equipment as identified by constructive placement or storage status unless it can be proven that GPIIP's gross negligence was the cause of same. The shipper and consignee shall be jointly responsible for all loss, costs and expenses, including but not limited to the repair of damaged equipment (including complete loss of use), loss or damage to cargo, transfer services and derailment costs.

GPIIP does not guarantee rail service within any particular time frame. GPIIP's maximum liability for cargo is the lower of its original cost or the cost of replacement. GPIIP is not liable for special or consequential damages or for damages due to market decline.

ITEM 200 HOLIDAYS

Wherever reference is made to "holidays", it shall mean only the days listed below:

New Year's Day
 Good Friday
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Thanksgiving Friday
 Christmas Eve Day
 Christmas Day

NOTE: When this date occurs on a Sunday, the following Monday will be observed as the holiday.

ITEM 210 PROHIBITED ARTICLES

The following described articles will NOT be handled under the terms of this Tariff unless a special agreement which includes the expressed written consent of the GPIIP is in place:

48 Series STCC Code (48-XXX-XX)
 All TIH/PIH
 Acid, in carboys
 Dynamite
 Explosives (except small arms, primers, toy caps, and all fireworks other than spit devils)
 Nitro Glycerin
 Nitrocellulose
 Picrates
 Powder, Common Black of Smokeless
 Vinyl Chloride Monomer

ITEM 220 REGULAR SWITCH SERVICES

GPIIP will perform regular switching operations 24 hours per day, 7 days a week, excluding Holidays as defined in item 200 of this Tariff.

ITEM 230 SPECIAL SWITCH SERVICES

GPIIP will perform the following Special Switch Services upon request of shipper, consignee or their agent subject to availability of equipment and personnel to perform such services. GPIIP will NOT be liable for any damages due to GPIIP's failure to provide the Special Switch Services specified herein due to unsafe operating conditions, unavailability of personnel or equipment or when prevented by any governmental action or law.

Rate for Special Switch is **\$200.00/hour** or fraction thereof. Charges shall be assessed for each request for switching service, regardless of the number of cars, and will be in addition to any other chargeable services performed in connection therewith.

GPIIP must be notified that shipper/consignee requires switching service by 10:00 AM of the day such service is required. If switching service is required prior to 8:00 AM on a normal work day, or on a weekend or holiday, GPIIP must be notified by 2:00 PM of the previous normal work day. When GPIIP is requested to provide such services without the sufficient notice provided above and such service is provided, **an additional charge of \$700.00 will be assessed, which charge shall be in addition to all other applicable charges.**

ITEM 240 INTERMODAL CAR SWITCHING SERVICE

A charge of **\$75.00 per platform** will be assessed for switching of all types of permanently connected intermodal cars whether loaded or empty.

ITEM 250 SWITCHING SERVICES FOR CARS WITH MORE THAN 4 AXLES

A flat rate of **\$250.00 per car** for cars with more than 4 axles, unless under separate agreement.

ITEM 260 EXPORT OR IMPORT LOCOMOTIVES

Locomotives moved in import or export service will be assessed a charge of **\$500 per locomotive**.

ITEM 270 TURNING CARS TO PERMIT LOADING/UNLOADING

When a customer requests GPIP to turn car(s) for the purpose of loading or unloading, GPIP will bill the customer making the turn request **\$200.00 per car** non-hazardous or **\$300.00 per car** hazardous for each car that GPIP turns. Consignee, shipper, or owner must provide GPIP personnel advance notice by email at GPIPTrainSupps@watcocompanies.com as to each turn to be made under this tariff giving GPIP all necessary information as to car numbers and any other information and instructions pertinent to such movement. Allowing sufficient time for GPIP to consummate whatever arrangements may be necessary to facilitate the movement.

ITEM 280 EMPTY CARS RETURNED UNUSED

When ordered car(s) are rejected by Customer for any reason, the Customer will be responsible for both an inbound and outbound switch fee. The Customer will also be responsible for any charges from PTRR tariff.

ITEM 290 CARS PLACED TO GPIP IN ERROR (SETBACKS)

Loaded or empty car(s) received at GPIP delivery tracks;

- A. without billing instructions, or
- B. at an interchange not specified in the billing, or
- C. when GPIP is not in the route, or delivery instructions, or
- D. when GPIP is not in the delivery instructions

will be returned to the delivering carrier at a charge of **\$450.00 per car or at the same charge listed in carrier's tariff for which delivery was received in error, whichever is greater.**

ITEM 300-345 LOCAL SWITCHING RATES AND CHARGES

The Switching Charges named below cover the movement of empty or loaded cars between the interchange tracks of the PTRR Railroad and any point on the tracks of GPIIP. They also cover the intra-terminal movement of empty or loaded cars between any two points on the tracks of GPIIP. Cars emptied and loaded for outbound movement will be subject to switching charges covering both movements. **All switches will incur fuel surcharge per Item 400**

SWITCHING SERVICE		CHARGE	ITEM
Inbound Switch		\$75.00	300
Outbound Switch		\$75.00	305
Intra-Terminal Switch		\$45.00	310
Blocking/ Indexing Cars		\$50.00	315
Cherry Picking		\$55.00	320
Railcar to Bulk Truck Transfer		\$100.00	325
RAILCAR STORAGE RATES- PER DAY * Applies to railcars less than 63 ft. in length			
*Non-Hazardous Railcars		\$30.00/ car	330
*Hazardous (All Placarded) Railcars		\$35.00/ car	335
RAILCAR STORAGE RATES- PER DAY Applies to railcars greater than 63 ft. in length			
EXAMPLE: A 85' non-hazardous railcar would be billed as \$25.00 + (22'X \$1.50) or \$33.00 = \$58.00		\$1.50 per each ft. greater than 63 ft	340
EXAMPLE: A 85' hazardous railcar would be billed as \$32.50 + (22'X \$1.75) or \$38.50 = \$71.00		\$1.75 per each ft. greater than 63 ft	345

ITEM 350 INVENTORY ABOVE STATED STORAGE CAPACITY

Storage Customers within Greens Port Industrial Park will be given, in writing, a maximum amount of guaranteed storage spaces inside the park. If the Customer has not received a written notification of guaranteed storage space, their maximum capacity will be assumed as zero (0). Railcars held in storage at Greens Port Industrial Park above the stated storage capacity will be subject to a charge of **\$170 per car, per day**.

ITEM 400 FUEL SURCHARGE

GPIIP Diesel Fuel Surcharge (FSC) Table is based on the trailing monthly Gulf Coast average price of Retail On-Highway Diesel Fuel “HDF” as published by the US Department of Energy and can be viewed at www.eia.doe.gov. The Diesel Fuel Surcharge will be applied on a monthly basis to all Switch Charges, Intra-Terminal Switch Charges, Dimensional Loads, and Special Train Service charges that occur during the month invoiced. The Table below illustrates the percentage FSC that is applied based on the price of diesel fuel.

EIA	Price	FSC %
\$ 2.800	\$ 2.850	0.50%
\$ 2.851	\$ 2.900	1.00%
\$ 2.910	\$ 2.950	1.50%
\$ 2.951	\$ 3.000	2.00%
\$ 3.001	\$ 3.050	2.50%
\$ 3.051	\$ 3.100	3.00%
	Each \$0.05 Increase	Equal 0.50% Increase