

Optional Services Catalog

--Customer Switching and Accessorial Services



OTVR is a RailAmerica company

www.railamerica.com

Please contact your local marketing representative if you have any questions concerning this service.

Ms. Deb Alexander

38 Railroad Ave

Phillipsburg, KS 67661

Phone: (785) 628-7706

Deb.Alexander@railamerica.com

This document is subject to the terms, conditions and guidelines provided in RailAmerica Tariff RA-1000.

The RA 1000 Section VI provides guidelines and provisions for switching and other accessorial charges. Please review these provisions as it applies to your business on the OTVR. Any charges not covered on this OTVR 7006 are subject to rules and provisions found in the RA 1000 Series Tariff.

OTVR 7006-5

(Cancels all prior issues)

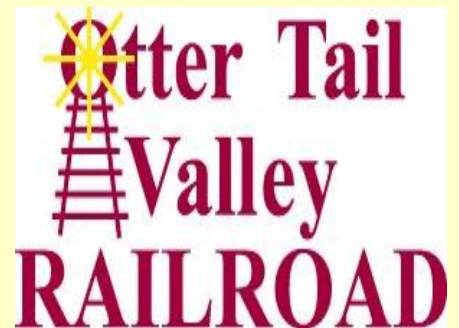
Otter Tail Valley Railroad

Customer Switching

Billing Guarantee

Timely Invoicing

Our top priority is to provide safe, reliable transportation for our customers. Part of that commitment is to maintain a fluid and adequate supply of rail cars and to ensure that all railcar assets, both railroad and privately-owned, are utilized as optimally as possible.



CHARGE SCHEDULE

Intra-Plant Switch	\$200	Item 1000
Intra-Terminal Switch	\$200	Item 1010
Inter-Terminal Switch	\$425	Item 1020
Diversion/ Reconsignment	\$350	Item 1650
Error Moves	\$390	Item 1040
Car Released Without Bill of Lading	\$300	Item 1050
Special Train Charges	Minimum \$6,000 (\$120/mile – 50 mile minimum)	Item 1070
Closing Doors	\$150	Item 1080
Overload Charges	\$1000 (Maximum Gross Weight on OTVR without clearance is 286,000 lbs.)	Item 1090
Weighing	N/A	

There is no
reciprocal
switching on the
OTVR

BILLING GUARANTEES

As part of our efforts to streamline the billing process, we are committing to an expedited and simple billing process.

BILLING – ON TIME

ITEM 1100

We commit to bill you on time

We will issue Customer Switching and Accessorial Services invoices monthly.

BILLING DISPUTES

ITEM 1110

We commit to addressing disputed bills quickly

If you believe that there has been a billing error, we want to make it right as quickly as possible. To be eligible for this guarantee, you must submit your claim, in writing, within 30 days of the invoice date to **RailAmerica Attn: Revenue Group, 7411 Fullerton St. Ste 300 Jacksonville, FL 32256.** Along with a brief description, your claim must include the car initial and number and the related invoice number.

OTVR-Billing@RailAmerica.com

GUARANTEED ON-TIME RESPONSE

ITEM 1120

If we don't respond within 30 days, your dispute will be accepted "as is."

We are committed to responding to your claim in a timely manner. If we do not respond to your dispute, in writing, within 30 days your dispute will be accepted as is.



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Origin Efficiency Payments Program

BNSF Railway Company (“BNSF”) currently has as Origin Efficiency Payments Program, as specified in BNSF Tariff Item 13500 Series, as amended or superseded (the “OEP Program”). The OEP Program provides for Origin Efficiency Program Payments (the “OEP Payments “) for customers listed in the OEP Program (a “Customer”) and OTVR for the delivery of an empty unit train by OTVR from the OTVR/BNSF interchange point to the Customer’s elevator , the loading of the unit train with grain by the Customer and the return of the loaded unit train (a “Shuttle Train”)by OTVR to the OTVR/BNSF interchange point within a cycle time period specified by BNSF. The current overall cycle time period to qualify for an OEP Payment is thirty one (31) hours , with fifteen(15) hours allocated to the Customer for loading the Shuttle Train and sixteen (16) hours allocated to OTVR for the transportation of the empty and loaded Shuttle Train between the OTVR/BNSF interchange point and the Customer’s elevator.

Under the OEP Program, OTVR must apply to BNSF for any OEP Payments and all OEP Payments for qualified Shuttle Trains are paid by BNSF directly to OTVR and not to the Customer. OTVR must submit a claim to BNSF for an OEP Payment for each qualified Shuttle Train. Customer must provide OTVR with all of the information required by the OEP Program for OTVR to submit a claim within twenty four (24) hours of the release of the loaded Shuttle Train by Customer to OTVR at the Customer’s elevator.

If Customer meets its loading time of fifteen (15) hours and OTVR meets its transportation time of sixteen (16) hours, so that the overall cycle time of thirty one (31) hours is met for a Shuttle Train, then OTVR will forward an OEP Payment that OTVR receives from BNSF for that Shuttle Train to Customer. OTVR will retain ten percent (10%) of any OEP Payment received from BNSF from any Shuttle Train movement.

Notwithstanding any other provision of this tariff, if OTVR exceeds its transportation time of sixteen (16) hours due to force majeure condition as that no OEP Payment is received from BNSF for a Shuttle Train movement, OTVR shall not be required to pay Customer out of OTVR’s own funds.

An OTVR force majeure condition includes but is not limited to the following: acts of God, flood, storm, earthquake, hurricane, tornado or other severe weather or climatic condition, acts of public enemy, war, terrorism, blockage, insurrection, derailment, vandalism, sabotage, fire, accident, wrecks, washout, explosion, labor strike or interference, lockout or labor dispute, locomotive malfunction, fuel shortage, embargo, AAR service order, governmental law, orders or regulation, breakage of machinery and/ like causes beyond the control of OTVR.

If Customer exceeds its loading time of fifteen (15) hours and OTVR reduces its transportation time on that Shuttle Train to the point that the overall cycle time of thirty one (31) hours is met, then OTVR may retain all of any OEP Payment that OTVR receives from BNSF for that Shuttle Train and will not forward any of that OEP Payment to Customer.

If the overall cycle time of thirty one (31) hours is exceeded for a Shuttle Train for any reason, no OEP Payment will be received by OTVR from BNSF and no OEP Payment will be forwarded by OTVR to Customer.