

FT ARR 4009-O
(Cancels STB FT ARR 4009-N)

ALASKA RAILROAD CORPORATION



FREIGHT TARIFF ARR 4009-O (Cancels Freight Tariff ARR 4009-N)

LOCAL CARLOAD RATES
APPLYING ON PETROLEUM AND PETROLEUM PRODUCTS
BETWEEN
STATIONS IN ALASKA ON THE
ALASKA RAILROAD CORPORATION

PETROLEUM TARIFF

Governed except as otherwise provided herein by rules and condition of Alaska Railroad Tariff ARR-3016 Series.

Rates named in this tariff will not alternate with rates named in any other tariff issued by Alaska Railroad Corporation.

ISSUED: December 10, 2018

EFFECTIVE: January 1, 2019

ISSUED BY:

Dale Wade
Vice President, Marketing and Customer Service
327 W. Ship Creek Ave.
Anchorage, AK 99501

FT ARR 4009-O

| RULES AND OTHER GOVERNING PROVISIONS | RULES AND OTHER GOVERNING PROVISION |
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| <p>ITEM 5</p> <p align="center">DESCRIPTION OF GOVERNING CLASSIFICATION</p> <p>This tariff is governed, except as otherwise provided herein, by the rules and provisions of UFC 6000-Series.</p> | <p>ITEM 40</p> <p align="center">CONSECUTIVE NUMBERS</p> <p>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.</p> <p>If the first number only bears a reference mark such reference mark also applies to the last number shown and to all numbers between the first and last numbers.</p> |
| <p>ITEM 10</p> <p align="center">STATION LIST AND CONDITIONS</p> <p>The Official Railroad Station List, OPSL 6000 Series, Railinc, Agent.</p> | <p>ITEM 42</p> <p align="center">METHOD OF CANCELLING ITEMS</p> <p>As this tariff is supplemented, numbered items with letter suffixes cancel correspondingly numbered items in the original tariff or in a prior supplement. Letter suffixes will be used in alphabetical sequences starting with A.</p> <p>Example: Item 100-A cancels Item 100 and Item 200-B cancels Item 200-A in a prior supplement which in turn cancelled Item 200.</p> |
| <p>ITEM 15</p> <p align="center">EXPLOSIVES AND DANGEROUS ARTICLES</p> <p>For rules and regulations governing the transportation of explosives and other dangerous articles by freight, also restrictions for shaping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see Bureau of Explosives Tariff BOE 6000-Series.</p> | <p>ITEM 45</p> <p align="center">CAPACITIES AND DIMENSIONS OF RAIL CARS</p> <p>For marked capacities, dimensions and cubical capacities of cars, see the Official Railway Equipment Register, RER 6414-Series.</p> |
| <p>ITEM 20</p> <p align="center">REFERENCE TO TARIFFS, ITEMS, NOTES, RULES</p> <p>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, etc.</p> | <p>ITEM 50</p> <p align="center">ALTERNATION - VARYING MINIMUM WEIGHTS</p> <p>When two or more carloads rates are provided in the same item for application on the same commodity from and to the same points, apply that rate which results in the lowest charge based upon the actual or authorized estimated weight of the shipment, but not less than the minimum weight published in connection with the rate used.</p> |
| <p>ITEM 25</p> <p align="center">TERMINAL AND OTHER CHARGES, PRIVILEGES AND ALLOWANCES</p> <p>Shipments made under the rates contained in this tariff are entitled also to terminal and transit services and privileges, and are subject to the charges, allowances, rules and regulations legally applicable thereto, as provided in separately published lawful tariffs.</p> | <p>ITEM 60</p> <p align="center">RATES APPLICABLE FROM INTERMEDIATE POINTS</p> <p>Where no rates are provided from named origin, apply the rate named from the next more distant point.</p> |
| | <p>ITEM 70</p> <p align="center">RATES APPLICABLE TO INTERMEDIATE POINTS</p> <p>Where no rates are provided to named destination point, apply the rate named to the next more distant point.</p> |
| <p>For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.</p> | |

| RULES AND OTHER GOVERNING PROVISIONS | RULES AND OTHER GOVERNING PROVISIONS |
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| <p>ITEM 80</p> <p style="text-align: center;">LOSS OR DAMAGE TO LADING</p> <p>ARR shall only be liable for actual loss or damage as set forth in "49 USC 11706" for shipments made under this tariff except for the following:</p> <p>ARR's liability shall not exceed \$250,000 per rail car at charges named in, or otherwise governed by this tariff. If shipment value exceeds \$250,000 per rail car, consignor shall declare lading value and secure a special quote from ARR representative before tendering shipment. If consignor fails to comply, ARR's liability shall not exceed \$250,000. ARR's liability applies only to loss or damage while in ARR's control.</p> <p>If desired, consignor may request the ARR to provide a special quote for insurance on a declared value over \$250,000 per rail car. This request must be made at least five business days prior to shipment in writing.</p> <p>By accepting this offer, consignor recognizes its options under "49 USC 10502(e)" to choose terms for liability and claims outlined in 49 USC 11706, and acknowledges that by accepting this contract, it has chosen to accept the rates and terms for liability outlined in this tariff, as opposed to the full liability rates available in ARR's published tariffs. ARR is not liable for loss, damage or delay to lading caused by act or default of consignor, act of God, public enemy, authority of law, riots, strikes, vandalism, inherent nature of commodity, or occurring when shipment is not in ARR's possession. ARR shall not be liable for improper loading, blocking or bracing, securement, or lack of protective covering. Consignor is responsible for all damages, except that caused by ARR negligence. ARR shall not be responsible for damages of any type resulting from delay in transportation of the shipment, unless otherwise specified. ARR shall not be liable until it takes actual possession, and ARR's liability shall cease when it tenders possession to another railroad, drayman, consignee or others for further handling.</p> <p>ARR will not be responsible for any damages considered special or consequential damages including but not limited to lost profits and alternate transportation costs, nor will ARR be responsible for any damages caused by any act or omission of the shipper or consignee.</p> <p>Consignor shall indemnify ARR and assume all legal defense against any third-party claims for loss, damage, or injury including attorneys fees, for failure to comply with its obligations under this tariff.</p> <p style="text-align: center;">(Continued in next column)</p> | <p>ITEM 80 (Cont'd)</p> <p style="text-align: center;">LOSS OR DAMAGE TO LADING</p> <p>Claims shall be filed in writing within nine (9) months of delivery date or reasonable time for delivery, and shall include copy of shipping order (Bill of Lading), invoice, inspection report, or other proof, and paid freight bill. ARR will not accept claims for less than \$250.00.</p> <hr/> <p>ITEM 90</p> <p style="text-align: center;">SHIPPING INSTRUCTIONS</p> <p>Proper shipping instructions are necessary for ARR to provide the correct transportation services and to invoice the appropriate rate. The Shipper is responsible for providing complete and accurate information on the shipping instructions and all shipments must be tendered with complete shipping instructions.</p> <p>ARR requires receipt of shipping instructions prior to shipment acceptance at an ARR facility or prior to dispatching empty equipment for ARR origin drayage. When delivering the equipment to an ARR facility, the drayman is required to provide the applicable:</p> <ul style="list-style-type: none"> Shipper Intermodal facility destination Hazardous commodity declaration and Emergency Response Guide numbers <p>When hazardous shipments are tendered to ARR all shipping instructions must be complete, including all the hazardous information or documentation, the actual hazardous commodity description and accurate applicable Emergency Response Guide numbers. Any type of FAK commodity description is prohibited for hazardous commodities.</p> <p>Shipments arriving at ARR facilities with incomplete, missing, or incorrect shipping instructions may be held at origin and or destination until complete and correct shipping instructions are provided to ARR. Detention and storage charges will be assessed at origin and /or destination for shipments that are delayed while shipping instructions are completed or corrected.</p> <p>If shipment arrives at an ARR facility without proper shipping instructions/documentation the Shipper should send the required shipping instruction/documentation via e-mail or fax to an ARR Customer Service Representative. Shipper must e-mail or fax complete documentation to an ARR Customer Service Representative prior to departure of equipment from ARR Facility. If an ARR Customer Support Representative or other ARR personnel must contact the shipper to request corrected shipping documents, \$52.00 per document will be assessed to shipper.</p> |
| <p>For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.</p> | |

| RULES AND OTHER GOVERNING PROVISIONS | LOCAL RATES | |
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| <p>ITEM 347</p> <p style="text-align: center;">VOLUME SHIPMENTS</p> <p>NOTE: Rates making reference hereto will apply only when the terms and conditions of this rule are fully met.</p> <p>A. The minimum number of gallons is applicable per each time period specified in the governing rate item, and is based on the shell gallonage capacity of the car(s) shipped.</p> <p>B. Shipper desiring to use the services described, and at rates subject to this rule, must comply with the following rules and conditions. Specifically, shippers must:</p> <ol style="list-style-type: none"> 1. Provide Alaska Railroad Corporation a written notice in advance, of its intention to make shipments subject to this item. Such notice must include the following information: <ol style="list-style-type: none"> a. Actual or minimum gallons to be shipped b. The beginning date on which records are to be kept c. The origin and destination points of shipment 2. Cite this item on each bill of lading as applicable authority covering shipments made hereunder. 3. Maintain a complete and accurate record of all gallonage transported. 4. Furnish an affidavit at the close of the time period setting forth the total gallonage shipped. 5. Permit an authorized representative of Alaska Railroad Corporation reasonable access to shipper's records to verify compliance with provisions of this item, and to reconcile gallonage shipped. <p>C. Charges will be assessed at rates applicable to volumes specified in shipper's notice. At the end of each time period the total gallonage will be ascertained. If actual amount shipped is less than the minimum at which rated, Charges will be adjusted to the lesser of:</p> <ol style="list-style-type: none"> 1. The minimum specified in the notice at the rates in connection therewith. 2. The otherwise applicable rate in connection with the actual volume shipped. <p>D. Prior to the beginning of each specified period of time, the shipper shall furnish an indemnity bond satisfactory to Alaska Railroad Corporation, in an amount adequate and sufficient to fully cover the difference between charges assessed at rates made subject to this item and charges otherwise provided, in the event the aggregate gallonage required is not met during that period of time.</p> | <p>ITEM 405 []</p> <p style="text-align: center;">LIQUEFIED PETROLEUM GAS</p> <p>LIQUEFIED PETROLEUM GAS, in tank cars, is subject to actual gallonage at 60 degrees Fahrenheit, and agreed weight of 4.25 lbs. per gallon.</p> <p style="text-align: center;">(Rates in dollars and cents per 100 lbs.)</p> | |
| | BETWEEN: Anchorage, AK | |
| | MIN. WT. (LBS.) | RATE |
| | | AND |
| | | Birchwood |
| | 130,000 | 0.33 |
| | | Crown Point |
| | 127,500 | 1.15 |
| | | Fairbanks |
| | 127,500 | 4.38 |
| | | Moose Pass |
| | 127,500 | 1.15 |
| | BETWEEN: Birchwood | |
| | MIN. WT. (LBS.) | AND |
| | | Crown Point |
| | 130,000 | 1.54 |
| | | Moose Pass |
| | 130,000 | 1.54 |

For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.

| LOCAL RATES | |
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| ITEM 520 [1] PETROLEUM PRODUCTS PETROLEUM PRODUCTS, as described under that heading in UFC, in bulk in shipper-owned or leased tank cars. Railroad will not pay per diem, mileage, or other car-hire charges. Subject to ITEM 347. (Rates in dollars and cents per gallon) | |
| BETWEEN: Anchorage, AK | |
| | RATE |
| | AND |
| CL MIN (Gallons) | North Pole |
| 20,000 gallons | (A) 0.1811 (B) 0.1748 (C) 0.1650 |
| (A) - Subject to an Annual Minimum Volume of 2.5 Million Gallons. (B) - Subject to an Annual Minimum Volume of 5 Million Gallons (C) - Subject to an Annual Minimum Volume of 30 Million Gallons | |
| ITEM 540 PETROLEUM PRODUCTS PETROLEUM PRODUCTS, as described under that heading in UFC, in bulk in tank cars. Carload Minimum 20,000 gallons. (Rates in dollars and cents per Gallon) | |
| BETWEEN: Anchorage, AK | |
| AND | RATE |
| Eielson | 0.2688 |

| LOCAL RATES | | |
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| ITEM 550 [1] PETROLEUM PRODUCTS PETROLEUM PRODUCTS, as described under that heading in UFC, bulk in shipper owned or leased tank cars. Railroad will not pay per diem, mileage, or other car-hire charges. Carload Minimum 20,000 gallons. (Rates in dollars and cents per Gallon) | | |
| BETWEEN: → | North Pole | Anchorage |
| AND | | |
| ↓ | | |
| Anchorage | 0.1853 | |
| Fairbanks | 0.0341 | 0.1667 |
| Ft. Wainwright | 0.0341 | 0.1795 |
| Healy (See Note 1) | 0.0681 | 0.1168 |
| Nenana (See Note 1) | 0.0574 | 0.1379 |
| Seward (See Note 1) | 0.2354 | 0.0874 |
| Whittier (See Note 1) | | 0.0637 |
| Elmendorf AFB (See Note 1) | | 0.0218 |
| Note 1: The Alaska Railroad will move cars at its discretion, otherwise rates are subject to a 12 car minimum. | | |

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FT ARR 4009-O

| | ABB/ REF | EXPLANATION |
|--|--|--|
| | ARR CL FT LBS MIN NOS OPSL STB UFC [A] [C] [D] [I] [R] % | Alaska Railroad Corporation Carload Freight Tariff Pounds Minimum Not otherwise Specified Official Railroad Station List Surface Transportation Board Uniform Freight Classification Addition/New Change in wording resulting in neither an increase or decrease in charges Cancel/Eliminated Increase Reduction/Decrease Percent |
| | | |