

The provisions herein will, if effective, not result in an effect on the quality of the human environment.

BRW 8002A
(New Publication)

BLACK RIVER RAILROAD SYSTEM
BELVIDERE & DELAWARE RIVER RAILWAY COMPANY, INC.
BLACK RIVER & WESTERN CORP.

CONDITIONS OF TRANSPORTATION
BRW 8002A

For the movement and operation of Private and Railroad equipment
between Stations on the
BELVIDERE & DELAWARE RIVER RAILWAY
and for the movement and operation of Private and Railroad equipment
between Stations on the
BLACK RIVER & WESTERN RAILROAD

This tariff also applies to Intrastate Traffic in the State of New Jersey.

Issued October 24, 2012

Effective November 1, 2012

Issued by
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LIST OF STATIONS ON BELVIDERE & DELAWARE RIVER RAILWAY

<u>Station Name</u>	<u>Station Number</u>
West Easton, PA	740
Phillipsburg, NJ	500
Carpentersville, NJ	460
Riegelsville, NJ	410
Holland, NJ	380
Milford, NJ	340

LIST OF STATIONS ON BLACK RIVER & WESTERN RAILROAD

<u>Station Name</u>	<u>Station Number</u>
Three Bridges, NJ	160
Flemington, NJ	120
Copper Hill, NJ	100
Ringoes, NJ	070
Lambertville, NJ	001

DEFINITIONS

Transportation – The assembly of locomotive or locomotives, with or without railcars from origin yard tracks, lease tracks, and private sidings, into trains for advancement to the next Station or Stations, or points in between, including but not limited to return trips, encompassing all of the associated movements and stops, switching and reclassifications, setouts and pickups, runarounds, including delays, repairs en route and until final movement to destination yard tracks, lease tracks, or private sidings.

Railroad(s) – The Belvidere & Delaware River Railway Company, Inc. and/or the Black River & Western Corp. operating as the Black River & Western Railroad, collectively and/or individually.

Railroad equipment – Locomotives, passenger cars, freight cars, including cabooses and other on track equipment which is owned or leased and under the control of any common carrier railroad, and stenciled with its reporting marks.

Foreign equipment – Locomotives, passenger cars, freight cars, including cabooses and other on track equipment which is online temporarily, under control of the Railroad, for the purpose of commerce and which is returned to interchange loaded or empty as part of that commerce.

DEFINITIONS

(Continued)

Private equipment – Locomotives, passenger cars, freight cars, including cabooses and other on track equipment which is owned or leased and under the control of any entity that is not a common carrier railroad, regardless of marks on the equipment.

Private equipment Owner – Any owner of equipment that is not a common carrier railroad.

Private equipment Lessee – Any lessee of Private or Railroad equipment that is not a common carrier railroad.

Please note that Private owned equipment leased by the Railroad and stenciled with its marks is “Railroad equipment” and Railroad owned equipment leased by a Private owner is “Private equipment.”

Subscriber – Any Private equipment Owner or Lessee that has provided written notice to the Railroad that it agrees to the Rules and Conditions contained herein and agrees to be a party hereto.

GENERAL RULES AND CONDITIONS OF TRANSPORTATION

A. APPLICATION

These rules and conditions apply to the intra-line Transportation of Private equipment, with or without passengers or freight, between any of the Stations listed herein, whether for revenue or non-revenue purposes.

These rules and conditions also apply to the interline Transportation of Private equipment when the Railroad is not participating in Switching Rates contained in BRW 8001 or Interline Revenue Agreements.

These rules and conditions do not apply to the Transportation of Railroad or Private equipment governed by AAR Rules and Transportation under the provisions of BRW Switching Tariff 8001 or Interline Revenue Agreements.

These rules and conditions do not supersede Track Lease Agreements between Private equipment Owners/Lessees and the Railroad when movements and operations are within the Ringoes Terminal and constitute switching on or between Lease tracks, with or without charge.

These rules and conditions do not supersede formal written Agreements between the Railroads(s) and any Private equipment Owners/Lessees or among Private equipment Owners/Lessees.

These rules and conditions apply to all Private equipment Owners/Lessees whether they are Subscribers to this Tariff, or not, except where otherwise specified.

B. RAILROAD LIABILITY

The Railroad shall indemnify and hold harmless Private equipment Owners/Lessees that subscribe to this Tariff, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, brought by Employees, Agents, Volunteers, Guests and Invitees, Revenue Passengers (including passengers riding on guest passes, or collective group fares) of the Railroad, and the General Public, arising out of the Transportation of Private equipment, and regardless of causes, except as provided for in section C.

The Railroad shall also waive its right to make a claim against Private equipment Owners/Lessees that subscribe to this Tariff, for physical damage or loss to its own equipment, as well as foreign equipment under its control, including contents, appurtenances, and lading and waives the right of subrogation and shall indemnify and hold harmless any Subscriber and its agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in the case a third party files action against the Subscriber, for physical damage to the Railroad's own or foreign equipment under its control, arising from the Transportation of Subscriber's Private equipment and regardless of cause, except as provided for in section C.

C. RAILROAD LIABILITY EXCLUSIONS

The Transportation of Private equipment is at Owner's/Lessee's risk.

The Railroad shall assume no liability for physical damage or loss to Privately equipment, including contents, appurtenances, or lading, arising out of the Transportation of Private equipment, regardless of cause.

By tendering Private equipment to the Railroad for Transportation, the Owner or Lessee of the Private equipment waives any right to make a claim against the Railroad for physical damage or loss to the equipment, including contents, appurtenances, and lading and waives the right of subrogation and shall indemnify and hold harmless the Railroad and its agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in the case a third party files action against the Railroad, for physical damage to the equipment, arising from Transportation of the Private equipment.

D. RECIPROCAL SUBSCRIBER LIABILITY EXCLUSIONS

By subscribing to this Tariff, a Private equipment Owner/Lessee waives any right to make a claim against any other Subscriber to this Tariff for physical damage or loss to their own equipment, including contents, appurtenances, and lading and waives the right of subrogation and shall indemnify and hold harmless any other Subscriber and its agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in the case a third party files action against the other Subscriber, for physical damage to the Private equipment, arising from Transportation of any of the Private equipment.

E. PRIVATE EQUIPMENT OWNER/LESSEE OBLIGATIONS

Private equipment Owners/Lessees are responsible for the inspection, maintenance, and repair of Private equipment at no expense or obligation on the part of the Railroad.

Please note that the Railroad will not inspect or maintain plain bearings.

Private equipment Owners/Lessees are responsible for providing any consumable materials required for the safe operation of the Private equipment at no expense to the Railroad.

Private equipment that is tendered to the Railroad for Transportation shall meet the minimum FRA regulations, industry best practices and standards, and be in good and safe working condition, and without any known defects.

Private equipment Owners/Lessees shall notify the Railroad as soon as practical of any defects and shall repair any defects noted by the Railroad or FRA in a timely manner.

Private equipment Owners/Lessees shall file with the Railroad an annual **Private Equipment Inspection Form 1215** on or before March 1, or at least 30 days before Transportation, for each locomotive or railcar being tendered for Transportation.

Private equipment Owners/Lessees shall notify the Railroad and provide a copy of any Agreements that transfer these obligations of the Private equipment Owner/Lessee to another entity and shall notify the Railroad promptly when these Agreements are terminated or changed.

F. RAILROAD RESERVATIONS

The Railroad reserves the right to reject for Transportation:

1. Equipment, other than steam locomotives and tenders, with plain bearings.
2. Equipment with high hand brakes.
3. Equipment with other than E or F Couplers.
4. Freight equipment, including cabooses, over 50-years-old.

Railroad and Private equipment that falls under any of these criteria must be specifically approved for Transportation by the General Manager of the Railroad

G. SUBSCRIPTION TERMS

Private equipment Owners/Lessees with Private equipment located at or destined for the Stations listed herein can subscribe to this Tariff with thirty (30) days advance written notice to the General Manager of the Railroad.

Subscribers shall notify their insurance carriers of the provisions contained herein.

Subscribers shall notify the Owners of any Private equipment, where the Subscriber is a Lessee of said equipment, of the provisions contained herein.

The Rules and Conditions contained herein shall apply to all Private equipment owned or leased by the Subscriber.

The Railroad will list the Subscribers to this Tariff only when the Tariff is updated, but will notify current Subscribers of new Subscribers.

The Railroad will issue updates to this Tariff at least thirty (35) days in advance of the Effective Date.

Subscribers can unsubscribe from this Tariff with at least thirty (30) days written notice to the Railroad and all of the other Subscribers.

H. SUBSCRIBERS

Bel-Del Power, Inc.,
Belvidere & Lehigh River Railway Company, Inc.
Bound Brook & Raritan River Railroad.
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