

FGLK/ONCT TARIFF 9100 – REVISION #18

Finger Lakes Railway Corp.
& Ontario Central Railroad Corporation



**NAMING RULES AND CHARGES GOVERNING DEMURRAGE, STORAGE,
MISCELLANEOUS AND TERMINAL SERVICES, AND LOCAL RAIL RATES**

For the following Railroads:

Railroad Name & Reporting Mark	
Finger Lakes Railway Corp.	FGLK
Ontario Central Railroad Corporation	ONCT

Note: Revision #18 replaces all previous revisions.

This Tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular rates and provisions contained herein.

ISSUED: August 4th, 2026

EFFECTIVE: September 4th, 2026

ISSUED BY:

Vice President Marketing & Sales
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The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

RULES AND OTHER GOVERNING PROVISIONS

ITEM 5 DESCRIPTION OF GOVERNING CLASSIFICATION AND EXCEPTIONS

The terms “Uniform Classification” and “Exceptions to Uniform Classification” mean, respectively: Tariff UPC 6000 Series.

ITEM 10 STATION LIST AND CONDITIONS

Except as otherwise provided herein, this tariff is governed by the Official List of Open and Prepay Stations, Tariff OPSL 6000 Series, issued by Station List Publishing Company, Agent, relative to geographic location of stations, additions and abandonments of stations, changes in names of stations, prepay requirements, restrictions as to acceptance of delivery of freight, and changes in station facilities. The charges specified herein apply to all previously run Consolidated Rail and FGLK/ONCT stations where FGLK/ONCT equipment and crews physically serve customers, tracks and facilities at such stations. By Revision #1, ONCT had also adopted this tariff and all of its provisions, changes and charges and apply going forward.

ITEM 15 REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.

- (a) 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.
- (b) Where there are different references in this tariff to another tariff number, such reference applies also to such tariff to the extent it may also be applicable on intrastate traffic.
- (c) Where terms in text are capitalized, said terms are specifically defined in Item 100.
- (d) If no special agreement is in place with a customer this tariff applies in total.

ITEM 20 CONSECUTIVE NUMBERS

Where consecutive numbers are represented in this tariff by the first and last number connected by the word “to”, or by a hyphen, they will be understood to include both the numbers shown. 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.

ITEM 25 CAPACITY AND DIMENSIONS OF CARS

For marked capacities, length, dimension and cubical capacities of cars, see Official Railway Equipment Register, Tariff RER 6410 Series, issued by R.E.R. Publishing Corporation, Agent.

ITEM 30 NATIONAL SERVICE ORDER TARIFF

This tariff is subject to the provisions of various Interstate Commerce Commission Service Orders and General Permits as shown in Tariff NSO 6100 Series.

ITEM 35 METHOD OF CANCELLING, CHANGING OR ADDING ITEMS

As this tariff is supplemented, numbered Items with Numerical references cancel correspondingly numbered items in the original tariff or in a prior supplement. Numerical revisions will be used in numerical sequence starting with Revision #1.

ITEM 40 PAYMENT OF CHARGES

Charges contained herein will be payable to FGLK/ONCT directly.

ITEM 45 FORCE MAJEURE

FGLK/ONCT shall be excused from its performance if and to the extent prevented or delayed by the following natural or deemed force majeure conditions: Act of God; authority of law; weather impediments; fire; explosion; labor disputes; embargo; war; insurrection; threatened or actual act of terrorism; derailment; or other like causes beyond its control. A downturn in the economy is not a force majeure condition. FGLK/ONCT when claiming force majeure shall notify all other parties as soon as practical upon the beginning and ending of the force majeure condition.

SECTION 1: DEMURRAGE RULES AND CHARGES

ITEM 100 DEFINITION OF TERMS

Actual Placement – The date and time when a car is physically placed in an accessible position for loading or unloading or at a point designated by the Responsible Party. Actual placement of car upon tracks of the Responsible Party will constitute notification of arrival.

Constructive Placement – The temporary placement of a car which cannot be actually placed because of any condition (including non-receipt or incomplete Forwarding Instructions) attributable to the Responsible Party that restrain FGLK/ONCT, in any way, from executing proper Forwarding Instructions. When cars are constructively placed by FGLK/ONCT, a notice will be sent to the Responsible Party, via email, identifying the cars to be held. Said cars shall remain subject to demurrage until Released by the customer.

Forwarding Instructions – A Bill of Lading or other suitable order given to FGLK/ONCT, in writing via email electronically transmitted to customerservice@fingerlakesrail.com, containing all of the necessary information to transport the shipment.

Free Time – The time period allowed to load and unload cars before demurrage applies. Free Time begins at Actual or Constructive Placement and ends 48 consecutive hours later. Customer will have 48 hrs. to load and 48 hrs. to unload.

Holidays – The following days will be considered FGLK/ONCT holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Private Car – A car bearing other than railroad reporting marks which is not a Railroad-Controlled Car, for which FGLK/ONCT is not obligated to pay an hourly charge to the car owner. Private cars are Zero rated on both FGLK/ONCT.

Private Track – A privately owned or leased track.

Public Delivery Track – A track designated by FGLK/ONCT as open to the general public for loading or unloading.

Railroad-Controlled Car – A car provided to FGLK/ONCT directly, by car companies or others, for indiscriminate use by FGLK/ONCT in servicing any of its customers. This includes cars for which FGLK/ONCT is obligated to pay an hourly charge to the car owner.

Release – Notification to FGLK/ONCT by the Responsible Party that cars are available for movement by FGLK/ONCT train crews. Such notice of release must be provided to FGLK/ONCT in writing via email electronically transmitted to customerservice@fingerlakesrail.com. The release must specify the car initials, number, date, time, company, Forwarding Instructions and the name of the person providing the release.

Responsible Party – The party responsible to FGLK/ONCT for payment of demurrage and storage charges: generally, the party receiving rail cars from FGLK/ONCT for loading or unloading (see 49 CFR 1333.3). For Team Tracks, the owner or lessor or user of the Team Tracks where Actual Placement occurs shall be the responsible party. For Public Delivery Tracks, the beneficial user will be the responsible party.

ITEM 105 CAR DEMURRAGE

Railroad-Controlled Cars handled by FGLK/ONCT are subject to the following demurrage charges and rules unless special arrangement is made in advance. The Responsible Party is allowed 48 hours Free Time to Load and 48 hours Free Time to Unload. Holidays and Sundays that occur within Free Time are free days. Days subsequent to Free Time, and Sundays that occur outside the Free Time period, are chargeable at the rate of \$50 for each 24-hour period, or portion thereof, until car is Released by the Responsible Party. Private cars held on Private Tracks will not be subject to demurrage charges. These provisions will apply unless you

have a special agreement with ONCT/FGLK. High Cube, 50-ft and 60-ft, Railroad-Controlled Cars are chargeable at the rate of \$60 for each 24-hour period, or portion thereof, until car is Released by the Responsible Party.

CAR DEMURRAGE – EQUIPMENT TYPE	FREE TIME	PER CAR, PER DAY
Railroad-Controlled Cars (standard)	48 hrs load / 48 hrs unload	\$50
High Cube, 50-ft and 60-ft Railroad-Controlled Cars	48 hrs load / 48 hrs unload	\$60
Private Cars held on Private Tracks	N/A	Not Subject

ITEM 110 ERRONEOUS ASSESSMENT OF DEMURRAGE

If demurrage charges are assessed erroneously, they will be adjusted to the amount that would have accrued but for such error. Claims for erroneous billing must be presented to FGLK/ONCT, in writing, by the last day of the calendar month following the month in which the bill was issued, stating fully the conditions for which relief is claimed. Otherwise, the original bill will be subject to payment in full.

ITEM 115 TERMS OF PAYMENT

Demurrage charges will be billed monthly. Payment for demurrage charges will be due within 30 days from the date of billing. Any account not paid within 30 days will be considered delinquent. A finance charge of one and one-half percent (1.5%) per month will be assessed on the unpaid past-due balance, or the maximum amount permitted by applicable law, whichever is less, calculated through the day payment is received.

ITEM 120 DELINQUENT ACCOUNTS

A Responsible Party whose demurrage account is delinquent over 30 days from the date of original billing, and not in error as defined in Item 110, will be required to pay all delinquent demurrage charges prior to Release of cars. Any cars held due to non-compliance with the provisions of this Item will remain subject to demurrage.

SECTION 2: STORAGE RULES AND CHARGES**ITEM 200 DEFINITION OF TERMS**

The definitions of terms in Item 100 of this tariff shall also apply to Section 2.

ITEM 205 STORAGE OF PRIVATE CARS***Non-Application***

Storage provisions for Private Cars do not apply to Private Cars on Private Tracks.

Application

Each Private Car handled by FGLK/ONCT is subject to the following storage charges and rules unless special arrangement is made in advance. When Actual Placement of car does not occur on arrival, cars will be held on Constructive Placement. The Responsible Party is allowed 48 hours Free Time to provide Forwarding Instructions. Holidays and Sundays that occur within Free Time are free days. Private Cars ordered for Actual Placement within the free time will not be subject to storage charges. Days subsequent to Free Time, Holidays and Sundays that occur outside the Free Time period, are chargeable at the rate of \$25 for each 24-hour period, or portion thereof, until Release. Private Cars held on Private Tracks will not be subject to storage charges.

STORAGE – EQUIPMENT TYPE	FREE TIME	PER CAR, PER DAY
Private Cars (Constructive Placement)	48 hrs	\$25
Private Cars held on Private Tracks	N/A	Not Subject

ITEM 210 STORAGE HAZARDOUS CARS TRACK LEASE

Hazardous railcars – whether loaded or containing empty residue – must be stored on privately designated track leased by the customer. Such storage is subject to the terms and conditions of FGLK/ONCT's private track lease. Any track, in whole or in part, designated for this purpose will be classified as "Private Track" as defined under 49 CFR 171.8.

Storage of railcars containing toxic or poisonous inhalation (TIH/PIH) is strictly prohibited on all FGLK and ONCT tracks.

ITEM 215 SECONDARY SWITCHING

Each Private Car held by FGLK/ONCT on Constructive Placement in storage or on leased tracks, and subsequently ordered for Actual Placement, shall be subject to a secondary switching charge of \$295 per car.

DESCRIPTION	CHARGE
Secondary Switching	\$295 per car

ITEM 220 ERRONEOUS ASSESSMENT OF STORAGE

If storage charges are assessed erroneously, they will be adjusted to the amount that would have accrued but for such error. Claims for erroneous billing must be presented to FGLK/ONCT, in writing, by the last day of the calendar month following the month in which the bill was issued, stating fully the conditions for which relief is claimed. Otherwise, the original bill will be subject to payment in full.

ITEM 225 TERMS OF PAYMENT

Storage charges will be billed monthly. Payment for storage charges will be due within 30 days from the date of billing. Any account not paid within 30 days will be considered delinquent. A finance charge of one and one-half percent (1.5%) per month will be assessed on the unpaid past-due balance, or the maximum amount permitted by applicable law, whichever is less, calculated through the day payment is received.

ITEM 230 DELINQUENT ACCOUNTS

A Responsible Party whose storage account is delinquent over 30 days from the date of original billing, and not in error as defined in Item 220, will be required to pay all delinquent storage charges prior to Release of cars. Any cars held due to non-compliance with the provisions of this Item will remain subject to storage.

SECTION 3: MISCELLANEOUS RULES AND CHARGES**ITEM 300 DEFINITION OF TERMS**

The definitions of terms in Item 100 of this tariff apply to Section 3.

ITEM 305 WEIGHING OF CARS AND TURNING OF CARS

FGLK/ONCT does not currently have facilities to weigh or turn cars. Upon request, FGLK/ONCT will assist customers in obtaining weighing or turning services on other rail carriers. Customers will be required to pay weighing or turning charges of the rail carrier performing service and any additional handling costs to FGLK/ONCT per Item 330.

ITEM 310 SPECIAL TRAIN CHARGES

SPECIAL TRAIN CHARGES	CHARGE
Per train mile	\$50
Minimum per train (including first locomotive)	\$1,960
Each additional locomotive	\$500

Special train service will be arranged only with advance notice and only when FGLK/ONCT determines that sufficient motive power, crews, and network capacity are available. FGLK/ONCT reserves the right to determine the number of locomotives used, restrict the movement as needed, and assess all otherwise applicable line-haul and accessorial charges in addition to the charges listed above.

ITEM 315 STANDBY / CANCELLATION CHARGE

When a customer requests special train service or another non-standard operation requiring FGLK/ONCT to reserve crew, locomotives, or network capacity, FGLK/ONCT may assess the charge shown below if the service is cancelled by the customer, postponed after resources have been reserved, or cannot be performed due to unavailable equipment, actions or inactions of the customer or connecting carriers, or other conditions beyond FGLK/ONCT's control. This charge is assessed at FGLK/ONCT's discretion and is in addition to all otherwise applicable charges.

STANDBY / CANCELLATION CHARGE	CHARGE
Customer-requested special train or non-standard service cancelled, postponed, or not performed after resources are reserved	Up to \$1,960 at Railroad discretion

ITEM 320 SPECIAL SWITCHING SERVICE

Upon request special switching service at a single industry or within the confines of an FGLK/ONCT station will be provided with reasonable advance notice to the carrier and only when carrier determines that sufficient motive power and crews are available to provide such service. All otherwise applicable charges will be in addition to the charges specified.

DESCRIPTION	CHARGE
Special switching service, first four (4) hours or less	\$1,365
Special switching service exceeding four (4) but not exceeding eight (8) hours	Additional \$1,365
Special switching service exceeding eight (8) but not exceeding twelve (12) hours	Additional \$1,365

If FGLK/ONCT is unsuccessful in carrying out the requested instructions, the charges specified herein will not apply.

ITEM 325 DIVERSION / RECONSIGNMENT & USE OF HIMROD PIT

When shipper or the otherwise beneficial owner of a freight shipment desires to make a change in the billed consignee, or destination, or route, the charge specified herein will apply in addition to all other charges. Reasonable effort will be made by FGLK/ONCT to issue instructions in accomplishing the desired change. However, FGLK/ONCT does not warrant, nor will it be responsible for performance of instructions received too late to be acted upon. Acceptance of instructions under this rule does not obligate FGLK/ONCT to protect the otherwise applicable charges in connection with the shipment.

DESCRIPTION	CHARGE
Diversion / Reconsignment	\$295 per car
Use of Himrod Pit	\$50 per car

ITEM 330 GENERAL INDUSTRIAL SWITCHING (INTRA-PLANT AND INTRA-TERMINAL)

At the written request of a customer, FGLK/ONCT may perform industrial switching under this item. Charges under this item are in addition to applicable freight, demurrage, storage, and other accessorial charges unless a written agreement provides otherwise.

Intra-Plant Switching means the movement of a railcar from one spot to another within the same plant, industry, siding, or facility, including movements between tracks or between locations on the same track, provided the movement is completed entirely within the confines of that same plant or industry.

Intra-Terminal Switching means the movement of a railcar between separate facilities, sidings, tracks, storage tracks, yards, or other holding locations within the same FGLK/ONCT station or industrial terminal area. This includes movement of a car from storage or another designated holding track to a facility for loading or unloading.

Additional handling, cherry-picking, re-spotting, or other customer-requested movements beyond the movement included in the applicable rate will be charged under this item according to the type of movement performed. If the movement is completed entirely within the same plant, industry, siding, or facility, the Intra-Plant Switching charge applies. If the movement is between separate facilities, sidings, tracks, storage tracks, yards, or holding locations within the same station or industrial terminal, the Intra-Terminal Switching charge applies. For stored cars, each separate cut, cherry-pick, or additional switch required to complete the request may be assessed as a separate switch at the applicable rate.

DESCRIPTION	CHARGE
Intra-Plant Switching	\$150 per car
Intra-Terminal Switching	\$295 per car

ITEM 335 ORDERING EMPTY FREIGHT CARS FOR LOADING

Consignors ordering railroad equipment for loading should do so a minimum of two (2) weeks in advance of the planned loading date. The car order must specify the company and person ordering the empty equipment, quantity, car type, any specific quality or accessory requirements, routing, planned destination, and the date the equipment is requested for placement. Orders for cars in greater quantity than weekly track capacity may be reduced by FGLK/ONCT. In such cases, the Responsible Party will be notified by FGLK/ONCT as to the

quantity reduced. All car orders must be transmitted to FGLK/ONCT via email electronically transmitted to customerservice@fingerlakesrail.com. FGLK/ONCT has a car order form to facilitate the car ordering process, copies of which may be obtained by calling 315-781-1234. Car orders may also be placed through the Finger Lakes Railway website at www.fingerlakesrail.com using the online car order tool.

ITEM 340 NOTIFICATION OF REJECTED EQUIPMENT FOR LOADING

When a car is actually placed for loading and is determined by the consignor to be unfit for loading, the Responsible Party will notify FGLK/ONCT in writing, by email electronically transmitted to customerservice@fingerlakesrail.com, indicating the car initials, number, and the specific condition causing the equipment to be rejected. Release to FGLK/ONCT must be accomplished within 24 hours of actual placement (exclusive of Saturdays, Sundays and Holidays). Demurrage charges will not apply on cars rejected within the 24-hour period specified herein.

ITEM 345 CHARGE FOR MANUAL BILLING OF CARS ON FGLK/ONCT

If for any reason FGLK or ONCT must manually bill a car, the car will be charged an additional fee of \$60 per car (Administrative Charge) for each time a manual bill is necessary by FGLK/ONCT. The Responsible Party will notify FGLK/ONCT in writing, by email electronically transmitted to customerservice@fingerlakesrail.com.

DESCRIPTION	CHARGE
Manual Billing of Cars (Administrative Charge)	\$60 per car

ITEM 350 IMPROPERLY LOADED / OVERLOADED / UNSAFE CARS

- (a) Customers are responsible for ensuring all doors, hatches, gates, tie-down devices, bulkheads, dunnage, securement devices, and related equipment are properly secured and safe for transportation.
- (b) Cars determined by FGLK/ONCT to be overloaded, improperly loaded, improperly blocked or braced, improperly secured, unsafe for movement, or otherwise non-compliant with applicable AAR, FRA, customer, or carrier loading requirements may be refused service, held, set out, or returned for correction at the sole discretion of FGLK/ONCT.
- (c) Charges under this item may apply in addition to all otherwise applicable switching, storage, demurrage, line-haul, or special handling charges.
- (d) FGLK/ONCT reserves the right to assess charges for any additional movement, inspection, weighing, securement, re-spotting, or handling required as a result of improper loading.

DESCRIPTION	CHARGE
Improperly Loaded / Overloaded / Unsafe Cars	\$500 per car

ITEM 355 RELEASED BUT NOT AVAILABLE TO PULL

- (a) Railcars released by a customer for movement which are not physically accessible, not properly secured, not safely movable, blocked by customer equipment, or otherwise unavailable for pickup upon arrival of FGLK/ONCT crews may be subject to the following charge.
- (b) This item applies independently of Item 320 and may be assessed in addition to other applicable charges.

DESCRIPTION	CHARGE
Released but Not Available to Pull	\$350 per event

ITEM 360 CUSTOMER-CAUSED CONGESTION / ACCESS FAILURE

- (a) FGLK/ONCT may assess charges when switching operations are delayed, restricted, or rendered unsafe due to customer-caused congestion, inaccessible tracks, blocked crossings, snow or ice accumulation, parked vehicles, improperly spotted equipment, unsafe walking conditions, or other customer-controlled conditions.
- (b) Charges under this item apply in addition to all otherwise applicable switching or special service charges.

DESCRIPTION	CHARGE
Customer-Caused Congestion / Access Failure	\$850 per event

SECTION 4: FGLK/ONCT LOCAL RAIL RATES**ITEM 400 APPLICATION OF RATES**

The rates contained in Item 405 are local rates and will only apply between FGLK/ONCT stations, and only when the Responsible Party is physically served by FGLK/ONCT crews. FGLK/ONCT does not obligate itself to supply equipment for movement under these rates, but will exercise its best efforts to do so. Rates in this section will not apply to the movement of hazardous commodities as defined in the Standard Transportation Commodity Code Tariff 6001-Series (STCC Tariff). The description FAK includes Freight All Kinds as further described in the STCC Tariff. These charges apply as a Default rate if no other charges apply on FGLK/ONCT.

ITEM 405 LOCAL RATES

COMMODITY	CAR TYPE	RATE PER CAR
FAK	Box Car, Flat Car, Gondola Car, Open Hopper Car	\$650
FAK	Covered Hopper or Tank Car	\$820

ITEM 410 SECONDARY SWITCH CHARGE

Secondary Switch Charge for additional handling will apply on all 37-422-xx railcars. The charge will be \$590 per car. Additionally, a \$590 per car charge will apply on the second move / out to shop / or to another location by any customer of FGLK/ONCT.

DESCRIPTION	CHARGE
Secondary Switch Charge (37-422-xx / second move / out to shop)	\$590 per car