

All rates are subject to Fuel Surcharge as published in ST9003

## FREIGHT TARIFF ST 4128-Y1

Issued: November 17, 2022

Effective: January 1st, 2022

Expires **January 31, 2023**

**From: Barber Station, MA BRBER (CSXT Interchange)**

**To Stations In: Maine & Massachusetts**

LOCAL, JOINT AND PROPORTIONAL RATES ON: **GRAIN PRODUCTS NAMED HEREIN**  
Barley, Corn, Seeds, Sunflower Seeds, Millet, Milo, Oats, Rye, Soybeans, Wheat - carload

Governed by Uniform Freight Classification UFC 6000 Series, Uniform Classification Committee, Agent, and exceptions thereto in Section 1 of Tariff RPS 2009 Series, Railroad Publication Services, Agent, supplements thereto or successive issues thereof. Subject to Pan Am Railways Circular No. 1 and 2.

From any point of origin from which a rate is not named in this tariff which point is intermediate to a point from which a rate is published in this tariff, apply from such intermediate point the rate in this tariff from the next point from which a rate is published herein.

To any point of destination to which a rate is not named in this tariff which point is intermediate to a point to which a rate is published in this tariff, apply to such intermediate point the rate in this tariff to the next point beyond to which a rate is published herein.

### **NOTICE**

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

ISSUED BY: PAN AM RAILWAYS  
IRON HORSE PARK  
N. BILLERICA, MA 01862-1690  
(978) 663-6918

Transit privileges, including weighing, inspection, diversion or re-consignment will not be permitted at destination or any stations intermediate to destination.

Freight bills will not be recorded for transit at destination or any station intermediate to destination.

Rates named herein will apply as through rates or proportional rates.

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**RATES IN DOLLARS PER CAR**

A - Rates Apply in Railroad Owned Equipment

B - Rates apply in shipper owned or leased equipment furnished at no cost to the carrier

**Rates from Barber Station, MA (BRBER)**

<u>Destination</u>	<u>ST</u>	<u>RR Equip</u>	<u>PVT Equip</u>	<u>Routing</u>	<u>Notes</u>
Augusta	ME	\$2,545	\$2,180	ST	
Detroit	ME	\$3,115	\$2,725	ST	<i>Gross Car Weight 263,001 - 286,000</i>
Detroit	ME	\$2,840	\$2,495	ST	<i>Gross Car Weight at or under 263,000 lbs</i>
Waterville	ME	\$2,545	\$2,180	ST	
North Leeds	ME	\$2,425	\$2,075	ST	
Northern Maine Jct.	ME	\$2,860	\$2,440	ST	
Ayer	MA	\$2,135	\$1,970	ST	<i>Gross Car Weight 263,001 - 286,000</i>
Ayer	MA	\$1,870	\$1,725	ST	<i>Gross Car Weight at or under 263,000 lbs</i>
Concord	NH	\$2,225	\$1,975	ST	<i>Gross Car Weight 263,001 - 286,000</i>
Concord	NH	\$2,090	\$1,855	ST	<i>Gross Car Weight at or under 263,000 lbs</i>

Mileages from Origin

<u>Destination</u>	<u>ST</u>	<u>BRBER</u>
Augusta	ME	247
Detroit	ME	253
Waterville	ME	228
North Leeds	ME	202
Northern Maine Jct.	ME	278
Ayer	MA	26
Concord	NH	83

## **BANKRUPTCY OR INSOLVENCY**

A. IN THE EVENT SHIPPER EITHER VOLUNTARILY OR INVOLUNTARILY FILES OR IS THE SUBJECT OF A FILED PETITION IN BANKRUPTCY AND SHIPPER HAS A TRANSPORTATION CONTRACT OR OTHER AGREEMENT WITH ST (HEREINAFTER "AGREEMENT") THAT INCORPORATES THESE CONDITIONS OF CARRIAGE, SHIPPER WILL, AS SOON AS PRACTICABLE:

(1) IDENTIFY ST AS A "CRITICAL VENDOR" OF ESSENTIAL SERVICES AS THAT TERM IS INTERPRETED AND UNDERSTOOD WITHIN THE CONTEXT OF A BANKRUPTCY PROCEEDING;

(2) IDENTIFY ANY AGREEMENT WITH ST UNDER WHICH THERE REMAINS CONTINUING UNPERFORMED OBLIGATIONS; AND,

(3) CHOSE TO EITHER ELECT TO ASSUME OR REJECT SUCH AGREEMENTS IDENTIFIED PURSUANT TO PARAGRAPH (2) ABOVE WITHIN THIRTY (30) DAYS OF THE DATE OF THE FILING OF THE SAID PETITION IN BANKRUPTCY.

B. IN THE CONTEXT OF A BANKRUPTCY PROCEEDING, NO AGREEMENT IDENTIFIED UNDER PARAGRAPH (2) MAY BE ASSIGNED WITHOUT ST CONSENT, UNLESS ST IS GIVEN ADEQUATE ASSURANCE OF FUTURE PERFORMANCE BY THE ASSIGNEE. SUCH ADEQUATE ASSURANCE WILL INCLUDE, BUT NOT LIMITED TO, A DEPOSIT WITH PAN AM REPRESENTING SECURITY FOR THE TIMELY PAYMENT OF SWITCHING AND LINEHAUL CHARGES IN AN AMOUNT EQUAL TO THE AVERAGE THIRTY (30) DAY ACCRUAL FOR SUCH CHARGES AS SUCH, OR ALTERNATIVE SECURITY GUARANTEES IN FORM AND SUBSTANCE SATISFACTORY TO ST FROM ONE OR MORE PERSONS WHO SATISFY ST'S STANDARDS OF CREDITWORTHINESS.