

FT NYA 6000-B  
(Cancels FT NYA 6000-A)

# NEW YORK & ATLANTIC RAILWAY COMPANY



## **FREIGHT TARIFF NYA 6000-B**

(Cancels Freight Tariff NYA 6000-A)

**NAMING**  
**RULES AND REGULATIONS**  
**GOVERNING HANDLING**  
**OF**  
**MUNICIPAL SOLID WASTE, CONTAMINATED SOIL,**  
**HAZARDOUS WASTE AND**  
**RELATED ARTICLES**

This tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular items.

**ISSUED: March 1, 2025**

**EFFECTIVE: April 1, 2025**

**ISSUED BY**  
**New York & Atlantic Railway Co.**  
**68-01 Otto Road**  
**Glendale, NY 11385**

## FT NYA 6000-B - MSQ, CONTAMINATED SOIL, HAZARDOUS WASTE

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### CANCELLATION NOTICE [C]

FT NYA 6000-B cancels FT NYA 6000-A in its entirety. Provisions formerly shown in FT NYA 6000-A not brought forward in FT NYA 6000-B are hereby canceled.

### RULES AND REGULATIONS GOVERNING HANDLING OF WASTE COMMODITIES

### APPLICATION [C]

Shipper, by tendering shipment to the NYA, agrees to the terms and conditions set forth herein; and to also comply with all applicable Tariffs, Circulars, etc. of all participating carriers.

This tariff contains rules and regulations for the rail transportation of the following waste commodities:

STCC	COMMODITY
28 197 XX	Radio-Active or Nuclear Chemicals
40 112 52	Incinerator Ash, no commercial value
40 291 XX (Except 40 291 27)	Waste or Scrap, NEC
40 291 01	Soil, Chemical Waste Contaminated, NEC, dry
40 291 05	Solids or Debris, other than soil low-level Radioactive Contaminated, NEC, dry
40 291 06	Soil, Low-Level Radioactive Contaminated, NEC, dry
40 291 14	Municipal Garbage Waste, solid, digested and ground, other than Sewage Waste or Fertilizer
40 291 54	Construction And Demolition Debris, Non-Hazardous, having no commercial or recyclable value
40 291 73	Municipal or Commercial Non-Hazardous Solid Waste, having no commercial or recyclable value
40 291 76	Automobile Shredder Residue
40 291 89	Sludge, Sewage, having no commercial value
48 XXX XX	Hazardous Waste Material or Waste Substances

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### GENERAL REQUIREMENTS

#### ITEM 5 DEFINITIONS

For the purpose of applying the provisions of this tariff the following terms shall be defined:

**Bill of Lading** - A shipping document that is both a receipt for property to be transported and a contract for hauling such property, stating the terms, conditions, and liabilities under which property is accepted for transportation.

**Commodity** - Any waste listed in "Application" on page 3 of this tariff.

**Designated Facility** - The landfill, incinerator or treatment facility to which the Commodity is taken for disposal or treatment.

**Destination** - The location (rail station) at which a shipment ends.

**Equipment** - Railroad or Shipper owned or leased freight cars, trailers, flatcars and containers registered in Association of American Railroads (AAR) UMLER file used for the transportation of Commodity.

**Origin** - The location (rail station) at which a shipment begins.

**Price Authority** - The authority issued by railroad showing freight charges. The three types of Price Authorities are Contract, Private Quote and Public Quote. Contracts and Private Quotes are Shipper specific (Private). Public Quotes are unrestricted.

**Railcar** - Freight car used in the transportation of Commodity.

**Shipper** - Industry or party that tenders the shipment under any Price Authority referencing this tariff.

**UMLER** - Universal Machine Language Equipment Register

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### **ITEM 10 FEDERAL, STATE AND LOCAL LAWS AND PERMITS**

- I. Shipper shall comply with all applicable federal, state and local laws, ordinances, and regulations, including, but not limited to, all laws pertaining to the transportation, transfer, delivery, treatment, dumping, storage and disposal of waste commodities.

Prior to any transportation, Shipper shall obtain and maintain in effect at all times, any and all necessary licenses, permits and certificates required and shall furnish NYA copies of all necessary licenses, permits, certificates or other documentation deemed sufficient by NYA.

Shipper shall be responsible for compliance with all new or changed laws and regulations which apply to it and affect the proposed operation. Shipper shall immediately advise NYA of any new or changed law or regulation, or any change in its licenses, permits and certificates, which may affect the operation.

To the extent that any of Shipper's obligations hereunder would require that it reach agreements with third parties, including but not limited the landfill at Primary or Alternative Destination, a receiver, or any other third party reasonably necessary to assure that the movement of Commodity is in compliance with this Tariff, Shipper agrees to obtain and implement legally enforceable agreements with said third parties prior to the movement of Commodity. Such agreements would include, but are not limited to, the establishment of a private Shipper track agreement which among other requirements sets safety standards for Shipper tracks.

- II. NYA shall comply with all applicable federal, state and local laws ordinances and regulations (unless preempted) that are applicable to the transportation services provided by NYA.

### **ITEM 20 INDEMNIFICATION**

- I. NYA hereby agrees to indemnify and hold Shipper harmless from and against any and all loss, damage, suits, claims, liability and expenses (including cleanup expenses) (together, for purposes of this Item 20, "Losses"), arising out of any loss of or damage to property (including without limitation, NYA's or Shipper's property or to natural resources), or injuries to or death of persons (including without limitation NYA's or Shipper's employees), to the extent caused by NYA's sole negligence or joint negligence with a third party performing rail transportation service and without any negligence on the part of Shipper, including, but not limited to, damages caused by accidental pollution arising out of NYA's sole negligence or joint negligence with a third party performing rail transportation service and shall, at the option of Shipper, defend Shipper at NYA's sole expense in any administrative action or litigation involving the same. NYA shall be relieved from any further obligations with regard to a Commodity upon the delivery of the Commodity to the Destination.

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### ITEM 20 (Continued)

- II. Shipper hereby agrees to indemnify and hold NYA harmless from and against any and all Losses, arising out of any loss of or damage to property (including without limitation NYA's or Shipper's property or to natural resources), or injuries to or death of persons (including without limitation NYA's or Shipper's employees), to the extent caused by Shipper's sole negligence or joint negligence with a third party not performing rail transportation service, including, but not limited to, damages caused by accidental pollution arising out of shipper's sole negligence or joint negligence with a third party performing transportation service (and without any negligence on the part of NYA) and shall, at the option of NYA, defend NYA at Shipper's sole expense in any administrative action or litigation involving the same. Shipper's obligations shall include, without limitation, ensuring any equipment has been properly loaded and unloaded, and ensuring any Shipper-supplied equipment has no defects or malfunctions. Shipper warrants that the Designated Facility selected to receive a particular type of Commodity is legally permitted to accept such Commodity. Except to the extent a Loss arises out of NYA's sole negligence, Shipper shall indemnify NYA for any "Transporter Liability" pursuant to Section 107(a) and 107(b) of the Comprehensive Environmental Response Compensation and Liability Act of 1980 and any amendments thereto and for any similar liability pursuant to state or local laws that hold a transporter of hazardous waste liable for any release of Commodity from any Designated Facility.
- III. To the extent any Losses arising out of any loss of or damage to property (including without limitation NYA's or Shipper's property or to natural resources), or injuries to or death of persons (including without limitation NYA's or Shipper's employees), is caused by the joint negligence of NYA and Shipper (with or without the joint negligence of one or more third parties), then NYA and Shipper each shall be liable for the portion of the Losses attributable to its negligence.
- IV. To the extent any Loss occurs that is not otherwise covered by this Item 20, or in the event the applicable provision(s) in this Item 20 are determined to be ineffective, then such Loss shall be allocated between NYA and Shipper under applicable law.

### ITEM 30 EQUIPMENT SUPPLY AND STANDARDS

All equipment used for transportation must be made available for inspection and acceptance by NYA, prior to being placed in service.

Equipment provided by Shipper (1) shall not display any railroad marks or logos, (2) must be registered in Association of American Railroads (AAR) UMLER file and (3) shall be marked with the unique UMLER letter/digit combination before being tendered to NYA for transportation.

Shippers are required to utilize this unique marking on any hazardous manifests tendered to NYA and on all standard bill of lading issued for NYA car billing. Failure to comply with the registration and marking requirements will result in the equipment being rejected.

No loaded or empty Railcar, trailer or container will be accepted by the NYA unless doors are properly closed and secured and coverings are properly in position and secured, to the satisfaction of the NYA.

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### ITEM 30 (Continued)

Equipment used must be kept clean and steps must be taken by Shipper to ensure that both Loaded and Empty equipment is free of any odor and any residual liquid; and equipment is properly sealed and does not leak. Shipper shall be responsible for spraying equipment with an odor-reducing enzyme as necessary to substantially reduce and control any odors that may be emitted from the equipment. Failure to comply will result in NYA's refusal to move the equipment. Shipper recognizes that in order for the shipment to be successful, all necessary steps must be taken by Shipper to keep the equipment clean and eliminate as far as possible, any other objectionable aspects of the movement of the Commodity.

Shipper shall be responsible for cleaning the equipment before its return to NYA, and to ensure equipment is free of any odor and any residual liquid, as well as any adjacent or vicinity property at the origin loading location, destination unloading location, and/or any location en route where such Commodity has been loaded and/or unloaded in accordance with applicable federal, state and local laws, regulations, and Shipper will provide the NYA with written certification, if requested.

Shipper shall repair and maintain all Shipper provided equipment, loaded and empty, used in the transportation of Commodity in accordance with the provisions of the Association of American Railroads (AAR) Interchange Tariffs, as amended or superseded.

Equipment shall comply with all applicable federal, state and local laws, tariffs regulations, permits and licenses, provided that compliance there with shall in no way relieve any Party from any liabilities otherwise assumed. The laws, tariffs and regulations referred to above, include Association of American Railroads (AAR) Interchange Rules, and Regulations of the Federal Railroad Administration (FRA). Gross weight on rail of loaded equipment shall not exceed the lesser of its stenciled load limit and the load limit shown in UMLER nor shall gross weight of loaded equipment exceed weight limit on tracks.

**Flatcars** - When containers used in service are equipped with end doors, flatcars which are not equipped with end-of-car cushioning, will not be accepted. Any private rail flatcar proposed for use in service may, at the sole discretion of NYA, require the successful completion of additional testing prior to receiving final approval. If the flatcar meets all applicable regulations and the provisions herein, approval of the flatcar shall not be deemed as a representation by NYA that the flatcar is suitable for the proposed service or that it can be operated safely or without restriction in the proposed service. Flatcars for container service must be equipped with positive locking devices or curb restraints that meet Association of American Railroads (AAR) standards.

**Containers** - Containers must meet all design and construction criteria outlined herein. Shipper agrees that in order to ensure that containers withstand normal railroad operations, containers placed in service should be equipped with end-of-car cushioning. If Shipper chooses not to so-equip containers, then Shipper, notwithstanding any other provision of this tariff, shall release NYA from, and indemnify NYA for, any damage to equipment incurred in normal railroad operations and any related cleanup.

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### **ITEM 40 MILEAGE PAYMENTS**

No mileage will be paid for equipment provided by Shipper for transportation of waste commodities.

### **ITEM 50 LOADING AND UNLOADING**

Shipper shall have the sole responsibility, at its sole expense, for properly packaging, labeling, marking, blocking, bracing, placarding, drayage, loading (Co-mingling of Hazardous Products is prohibited) and unloading Commodity into and out of equipment and will comply with Association of American Railroads (AAR), federal and state loading rules, regulations and tariffs, as well as applicable federal and state requirements regarding the handling of the Commodity.

On intermodal shipments there will be no double stacking of drums in trailers or containers. Double stacking of tri-wall palletized boxes must contain only solid materials that have been loaded and restrained in trailers or containers in accordance with the Association of American Railroads' Bureau of Explosive Pamphlet 6C.

Shipper shall further be responsible for insuring that the load limits of all equipment used is not exceeded nor is Crowning (loading commodity above the top of the sidewalls of the equipment) of loads of Hazardous Products allowed. In the event it is discovered that equipment has been overloaded (including without limitation, Crowning) NYA may set out the car(s) at a location convenient to NYA and shall notify Shipper of the location of the overloaded car or car on which Crowning is discovered. NYA may then either (1) require Shipper to remove the excess weight from the overloaded car or correct the car on which there is a Crowning issue, or (2) move the car(s) back to the Origin for the Shipper to remove the excess weight or correct the Crowning issue. In any event, Shipper shall be responsible for performing and bearing all costs associated with the handling and movement of the overloaded car and removal of excess weight and correcting the car on which Crowning is discovered. NYA will move the affected car(s) to Destination in such manner and time as is practicable after NYA receives notice from Shipper that excess weight has been removed or Crowning issue has been corrected.

Shipper shall have the sole responsibility for tendering equipment that is free from mechanical defects and safety hazards, such as, but not limited to, bulging sides caused by excessive loading, improper securing of lids on Containers, and improper securing of bungee cords or straps to safety appliances. Shipper or its agents shall have the sole responsibility for repairing any and all damages to the Railcar or Container caused by and/or during the loading and unloading process or correcting the safety hazard of the Railcar or Container. Equipment found to be overloaded will be subject to charges provided in Item 135-series of Freight Tariff NYA 8000-Series.

Shipper shall also be responsible for inspecting all equipment after unloading. Such inspection shall occur off of NYA property. In the event equipment is contaminated, Shipper shall be responsible for cleaning and decontaminating; and, to ensure that such equipment is free of any odor and any residual liquid before such equipment is returned to NYA, as well as any adjacent or vicinity property at the Origin, Destination, and/or any location enroute where such Commodity has been loaded and/or unloaded in accordance with applicable requirements of federal, state and local laws and regulations including, without limitations, Federal Department of Transportation ("DOT") regulations at 49 Code of Federal Regulations ("CFR") Section 174.57.



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### ITEM 50 (Continued)

Shipper shall indemnify and hold harmless NYA or the actual owners of equipment used from and against any and all liability for loss or damage (including but not limited to loss or damage to personal property, personal injury and/or death, attorneys' fees arising there from, or special and consequential damages) resulting from use of the equipment to the extent such loss, damage, personal injury or death resulted from Shipper's failure or negligence in inspecting and/or decontaminating the equipment prior to release to NYA.

Shipper also guarantees the performance of the motor carrier(s) used in any associated drayage service on intermodal shipments and shall indemnify NYA for any liability to the extent arising out of any motor carrier's negligence, or violation of any law or regulation, which results in a release onto NYA or adjacent property of or from Commodity being shipped.

### ITEM 60      **FAILURE TO UNLOAD [C]**

- I. If Shipper fails to unload a load that has been cited as Overweight, Crowning or Odiferous within forty-eight (48) hours, the NYA will contract unloading to correct the Overweight or Crowning issue; and cleaning and decontaminating to correct the Odiferous issue. Shipper will be assessed a penalty fee of \$1,700.00 plus actual cost for the aforementioned.
- II. If the Designated Facility refuses to accept delivery for any reason, equipment will be constructively placed by NYA at a location chosen by NYA for up to forty-eight (48) hours. Shipper shall immediately give NYA shipment instructions for the equipment and shall prepare and provide NYA with any further shipping documents required by federal, state or local regulations for movement of equipment.

Shipper shall be solely responsible for selecting any alternate destination or disposal site. If Shipper fails to provide directions for handling the equipment, within said forty-eight (48) hours, NYA may at its sole option return the equipment to Origin. Additionally, Shipper shall also provide a letter which states that said return movement has received any and all necessary permits and legal approvals to transport and/or dispose of Commodity. Shipper is also responsible for any additional line haul rate and demurrage and diversion charges resulting from the failure to comply with this provision and/or Designated Facility's refusal to accept delivery.

NYA will also have the right to refuse to accept any loaded equipment at Origin or interchange for transportation until all loaded equipment at Destination is accepted and moved to a point not on NYA's property.

Shipper shall cease loading equipment at Origin if any judicial, administrative or enforcement action is commenced, which would prohibit, seek to prohibit, or unduly impede, the proposed operation or the transportation contemplated hereunder. Shipper shall also cease loading equipment at Origin if for any reason equipment is not accepted for unloading within 48 hours of notice of constructive placement.

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### ITEM 70 COMMODITY CLAIMS

Shipper agrees that no claims will be filed for loss or damage or delay to the Commodity. Should, however, the Commodity be lost or spilled onto the ground due to a derailment, NYA will locate and/or reload such amount of the Commodity as is feasible and deliver to the Destination in the same or another equipment.

### ITEM 80 DEFAULT

- I. The issuance of a notice of violation or similar enforcement notice or measure to Shipper by any applicable governmental agency regarding shipments that are transported for violating odor or leakage regulations, standards or laws shall constitute a default. Shipper shall immediately notify NYA of the issuance of such notice and NYA has the option to suspend shipments immediately.  
Shipper and NYA agree to review the causes of the issuance of the notice of violation and possible remedies. NYA may attempt to complete the lawful delivery of any shipments of Commodity that are in its possession at the time of the suspension. The term of the Price Authority will not be extended as a result of any suspension.
- II. The issuance of a notice of violation of odor or leakage regulations against NYA regarding a shipment that is in its possession shall constitute a default by Shipper. In addition to the remedy in subparagraph above, NYA may also suspend the Price Authority and refuse to accept any additional shipments of Commodity until NYA is satisfied that Shipper has taken sufficient steps to correct the source of the odor or leakage. Shipper and NYA agree to review the causes of the issuance of the Notice of Violation and possible remedies. NYA may attempt to complete the lawful delivery of any shipments of Commodity that are in its possession at the time of the suspension. The term of the Price Authority will not be extended as a result of any suspension.

### ITEM 90 INSURANCE [C]

Shipper agrees to keep in force at its expense Commercial General Liability insurance with a combined single limit of not less than \$10,000,000 per occurrence for injury to or death of persons and damage to or loss or destruction of property. Such policy shall be endorsed to provide products and completed operations coverage, contractual liability coverage for liability assumed under this tariff and sudden, and if applicable, nuclear coverage, and accidental pollution coverage. In addition, said policy or policies shall be endorsed to name NYA as an additional insured, shall include a severability of interest clause, and shall be primary and non-contributing. Shipper shall furnish certificates of insurance by email or United States Postal Service to:

New York & Atlantic Railway Co.  
c/o Superintendent  
68-01 Otto Road  
Glendale, NY 11385  
Email: [NYACustomerService@anacostia.com](mailto:NYACustomerService@anacostia.com)

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### ITEM 90 (Continued)

certifying the existence of such insurance. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or limits without (30) day's advance written notice to NYA.

The insurance coverage required herein shall in no way limit Shipper's liability and obligations contained in this Tariff.

## SECTION 1: MUNICIPAL SOLID WASTE AND SEWAGE

### ITEM 100 APPLICATION

This Section applies to the transportation of Municipal Solid Waste (STCC 40-291-73) and Sewage Sludge (STCC 40-291-89), and does not apply to any other wastes, or other hazardous materials or substances.

Prior to issuing a Quote and movement of any shipment, Shipper must produce permit showing Origin Location is properly permitted by the New York Department of Environmental Conservation. Shipper is also responsible for obtaining and maintaining in effect at all times, any and all other necessary licenses, permits and certificates required and shall furnish the NYA copies of all necessary licenses, permits, certificates or other documentation deemed sufficient by NYA.

NYA, at its own cost and expense, may, but is not required to, retain the services of a person or firm for the purpose of testing the Municipal Solid Waste or Sewage Sludge to be shipped or may inspect or test with its own forces. For the purposes of such testing and inspection, Shipper agrees to arrange access for NYA's employees and agents to the transloading facilities of the Commodity, wherever located, during business hours, upon presentation of proper identification.

If, despite the prohibitions contained herein, Shipper tenders or ships any hazardous materials, substances or wastes, as defined herein, Shipper shall indemnify and hold NYA harmless from any and all loss, damages, suits, administrative actions, liability and expenses (including, but not limited to, legal expenses), arising out of any claim for loss of or damage to property or to natural resources, and death or personal injury to NYA's employees or third persons. In particular, but without limiting the foregoing, Shipper shall indemnify NYA for any and all containment, cleanup, response, removal, remedial or decontamination expenses, any environmental fines or penalties, and any liability pursuant to Section 107(a) and (b) of the Comprehensive Environmental Response Compensation and Liability Act of 1980 and any amendments thereto, and for any similar liability pursuant to state or local laws. Shipper shall provide NYA, upon request, with a copy of any waste analysis that is required to be submitted to any federal or state agency or to the operator(s) of any Designated Facility that is used for the disposal of the Commodity.

NYA has the right to immediately terminate or suspend further shipments of Commodity, if NYA determines that Shipper has tendered or shipped hazardous materials, substances or wastes in violation of this Tariff.

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### ITEM 110 CONTAINER REQUIREMENTS [C]

#### I. SPECIFICATIONS:

In addition to the equipment Supply and Standards provided herein, the following specifications describe an intermodal, watertight Container to be used for the transport of Municipal Solid Waste or Sewage Sludge and are MINIMUM REQUIREMENTS ONLY.

It is the responsibility of the Shipper to provide Containers, which the manufacturer has designed and built to meet the use, and wear and tear associated with the particular application, solid waste handling, and railroad use.

- A. The Container provided by Shipper must be a Container for which the manufacturer has:
- B. Certified Test Report from the American Bureau of Shipping ("ABS") or other independent verification agency, that meets all the applicable requirements of the Association of American Railroads (MR), MR M930-98, MR Marine (Appendix A) and Container Safety Certification ("CSC") under ABS "Tariffs for Certification of Cargo Containers." Copy must be provided upon request.
- C. Performed all required MR and CSC tests under ABS tariffs. All tests must have been supervised and certified by ABS. Design and testing shall have been performed for the gross weight rating at which the Container will be used. Copy must be provided upon request.
- D. Had independent certification of manufacturing processes from ABS during the entire production run. Copy must be provided upon request.
- E. Obtained a CSC safety approval number and an ABS approval number. Copy must be provided upon request.

BEFORE CONTAINER MAY BE USED, a complete set of engineering drawings and specifications with supporting engineering data that meets MR and CSC under ABS rules from ABS Engineering Department, along with any and all Certificates, Test Reports, etc. described herein must be submitted to NYA by email or United States Postal Service at the following address:

New York & Atlantic Railway Co.  
c/o Superintendent  
68-01 Otto Road  
Glendale, NY 11385  
Email: [NYACustomerService@anacostia.com](mailto:NYACustomerService@anacostia.com)

NYA has the option to reject any Container that does not comply with the provisions of this Tariff.

#### II. DIMENSIONS, CORNERS, LOAD TRANSFERS:

- A. DIMENSIONS: Container dimensions may vary according to the Shipper's system requirements. Nominal standard dimensions used in rail transportation are length: 20' to 48', width: 8' or 8'6", height: 4' to 12'. Due to the nature of the waste business, other sizes may be more efficient maximizing payload and loading/unloading situations. Shipper should review

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### ITEM 110 (Continued)

container dimensions with NYA to assure the complete system compatibility. Dimensional tolerances shall be as per ABS "Tariffs for Certification of Cargo Containers."

- B. CORNERS: The Containers shall be fitted with eight (8) ISO corner castings, or utilize a passive restraint system, and shall be located to meet Association of American Railroads (AAR) standards and tolerances for a Container of the size required. There shall be no protrusion of any kind, including hardware, doors, lids, etc., past the outer envelope of the corner castings.
- C. Load Transfers: Load transfer areas on the floor must be provided as per ABS requirements.

#### III. CONSTRUCTION:

- A. This specification sets forth minimum requirements for ISO type Containers only. It is the responsibility of Shipper to provide Containers, which the manufacturer has designed and built to meet the use, and wear and tear associated with this application and solid waste handling equipment in general.
- B. Floor shall be designed to handle the design loads of the system and meet ABS loading tests.
- C. Sidewall design should have smooth interior walls. All side posts shall be full welded to side sheets. Bottom of side sheet and bottom of formed tubes shall be full welded.
- D. All four (4) corners shall have vertical structural welded tubing, between and supporting the top and bottom corner castings. These tubes shall be designed structurally to meet stacking requirements for stacking loaded Containers.
- E. A venting system shall be installed in the Container to prevent implosion of the Container during unloading. Vents can be manually opened and closed, or passive, always open. Containers will not be air tight with passive venting system.
- F. Top of Container may be welded roof or open top.
  - a. For welded roof Containers, the welded roof shall be a minimum of 14-gauge corrosion resistant steel sheet, full welded and weather tight. Containers with welded roof must have a fire port welded in top side on driver's side.
  - b. For open top Containers hauling Municipal Solid Waste (STCC 40-291-73), the Containers shall have a solid steel lid with a locking mechanism to guarantee a watertight seal and to prevent removal of lid during transit. Tarps are not acceptable on Containers handling Municipal Solid Waste.
  - c. For open top Containers hauling Sewage Sludge (STCC 40-291-89), the Containers shall have a solid steel lid with a locking mechanism and a high-density polyethylene (HDPE) tarp to guarantee a watertight seal and to prevent removal of lid during transit.

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### ITEM 110 (Continued)

- G. Door shall be one (1) piece construction. Liquids present in the Municipal Solid Waste or Sewage Sludge are considered to be contaminated waste. Therefore, it is imperative to have a proven watertight seal system to keep liquids inside the Container. A proven design of a neoprene gasket shall be provided between the door and doorjamb mating face to guarantee a watertight seal so that no liquids from the waste material can leak out of the Containers. Gasket membrane made of durable material is easily replaceable. Manufacturer shall provide design details, sample, and evidence of successful field usage to owner for approval.
- H. Bulkhead shall be designed to resist pressure from loading operations. It shall have vertical structural stiffeners, welded to the bulkhead sheet to resist pressure from loading operations.

#### IV. WATERTIGHT

- A. Every Container must be full welded on all floor and sidewall joints and seams on the inside.
- B. The Container shall be watertight welded and be tested under strict quality control procedures prior to use.
- C. Every newly constructed Container must be filled with a minimum of 20" of water for Municipal Solid Waste Containers, and filled to the top for Sewage Sludge Containers, and let stand for a minimum of thirty (30) minutes and inspected for watertight integrity. This process, if necessary, must be repeated until the Container is inspected and found to have no leaks. The door gasket must be inspected thoroughly during this procedure. A water test certificate shall be provided for each Container stating the water test procedure and signed by the appropriate representative of Container manufacturer.

#### V. VERTICAL LIFTING FROM THE TOP

Each and every Container casting and corner post weldment assembly must have been tested and certified by the manufacturer that it has been tested to meet AAR, CSC, ABS requirements to assure casting structural capacity.

#### VI. PREPARATION, BLASTING AND PAINTING

- A. Preparation - Container shall be completely scraped and ground to that all sharp edges have been ground smooth. All exterior and interior surfaces must be thoroughly cleaned.
- B. Paint - Container shall have had all exterior and interior surfaces primed with one (1) coat of rust inhibitive primer. Exterior sides and roof shall have received one (1) coat of enamel.
- C. Paint Color - To be selected by Shipper.

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### ITEM 110 (Continued)

#### VII. LABELING

Containers shall have:

- A. Letters and numerical decals 6" high to meet AAR requirement and installed on all four (4) sides, and two (2) on the roof. Number sequence shall be provided by Shipper.
- B. AAR aluminum placard installed.
- C. CSC aluminum placard with CSC approval number installed.
- D. ABS aluminum placard installed.
- E. ABS decal installed.

#### VIII. MAINTENANCE CLEANING

- A. Shipper shall be responsible for providing a strict preventative maintenance program on all Containers. This shall include inspection of all welds, gaskets, binders and lids if applicable. All deficiencies shall be noted and promptly repaired.
- B. Every Container shall be cleaned after every unloading process to assure all waste material is removed. Containers shall be washed inside and outside periodically to prevent buildup of waste material that could cause odors and/or attract vermin or rodents.

## SECTION 2: HAZARDOUS WASTE

### ITEM 200 APPLICATION

This Section only applies to the transportation of Hazardous Waste, which shall mean:

- I. All waste defined or characterized as hazardous waste under the Resource Conservation and Recovery Act (RCRA) 42 U.S.C. §6901 et seq., or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §9601 et seq., as each may be amended from time to time, and regulations promulgated thereunder;
- II. All polychlorinated biphenyl (PCB) or PCB contaminated waste;
- III. All waste defined or characterized as hazardous, chemical, industrial or special waste by either the principal agency of any state of the United States having jurisdiction over hazardous waste or the principal agency of any foreign jurisdiction with respect to hazardous waste generated and transported from outside the United States; PROVIDED, HOWEVER, that the term "Hazardous Waste":
- IV. Is intended to mean and include those substances which are not normally expected to be disposed of by employing generally accepted sanitary landfill disposal methods;
- V. Shall exclude radioactive wastes; and
- VI. Shall be construed to have the broader, more encompassing definition where there exists a conflict in the definitions employed by two or more governmental agencies having concurrent or overlapping jurisdiction over Hazardous Waste.

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### ITEM 210 DOCUMENTATION [C]

- I. The transportation of Hazardous Waste shall be accompanied by all required shipping documents and shall be properly marked, labeled and placarded as required by applicable federal, state and local laws and regulations. Such Hazardous Waste shall also be accompanied by hazardous waste manifests as required by applicable federal, state and local laws and regulations. In particular, but without limiting the generality of the foregoing, the following federal hazardous waste manifest record keeping and reporting requirements shall apply:
  - A. 40 CFR Part 262 Subparts Band D, to be the obligation of the Shipper;
  - B. 40 CFR Part 263 Subpart B, to be the obligation of NYA, as its interests may appear;
  - C. 40 CFR Part 264 Subpart E or Part 265 Subpart E, as the case may be, to be the obligation of the Shipper;
  - D. 49 CFR Section 172.205, to be the obligation of Shipper, or NYA, as their respective interests may appear;
  - E. 49 CFR Part 174, to be the obligations of Shipper or NYA, as their respective interests may appear; all applicable provisions of the current AAR Bureau of Explosives Tariff No. BOE-6000-A ("BOE 6000-A Tariff") as such provisions respectively govern shippers and transportation;
  - F. With regard to polychlorinated biphenyls (PCBs), 40 CFR Part 761 Subparts C, J and K to be obligation of Shipper.
- II. In addition to manifests and other documentation with each request for transportation services, Shipper shall, upon NYA's request, provide NYA with accurate and descriptive chemical and physical data on the character of the Hazardous Waste to be transported prior to actual shipment.
- III. Shipper shall request approval to sign waste manifests from NYA's President prior to commencement of transportation. The Railcar reporting marks must be recorded on the waste manifest, in Section 15, Special Handling Instructions and Additional Information: (Railcar reporting mark example: NYA 123456). The manifest may not be signed in this manner until the Bill of Lading is ready to be tendered to NYA via normal car billing methods. Shipper must sign in good faith on behalf of NYA. A copy of all hazardous waste manifests signed in this manner must be submitted by fax, email, or United States Postal Service upon signing and before initiation of rail transportation to:

New York & Atlantic Railway Co.  
c/o Superintendent  
68-01 Otto Road  
Glendale, NY 11385  
Fax: (718) 497-3364  
Email: [NYACustomerService@anacostia.com](mailto:NYACustomerService@anacostia.com)



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### **ITEM 220 INCIDENT HANDLING**

In the event of an incident during transportation over NYA's lines involving a "release" of a "hazardous substance" in "reportable quantities" (as those terms are defined by CERCLA, any regulations promulgated pursuant thereto, and Section 311 of the Clean Water Act), NYA shall notify Shipper or its designated party, and each party shall take immediate action as is required under 40 CFR Part 263, Subpart C (§263.30 and 263.31), and any other applicable federal or state laws, tariffs or regulations, including the notification of the proper federal and state authorities.

NYA shall be capable of implementing emergency procedures in the event of a "release" of Hazardous Waste occurring during transportation. Such emergency procedures shall conform to all applicable legal and regulatory requirements and provide for the control and cleanup of the discharge so that any hazard to human health or the environment can be expeditiously eliminated. In the event of a "release" of Hazardous Waste occurring on Shipper property, Shipper shall invoke its own emergency plan to control and clean up the discharge.

Regardless of where a "release" occurs, both parties shall cooperate fully to the extent reasonably necessary to expeditiously and prudently abate or eliminate any hazard; PROVIDED, HOWEVER, that nothing contained in this paragraph shall alter Shipper's responsibilities and obligations.

### **ITEM 230 STORAGE OF HAZARDOUS WASTE**

Storage of Hazardous Waste on NYA property for any reason, whether in preparation for or as a result of a shipment, is prohibited. It is further understood that NYA is not in the business of storing Hazardous Waste on its property and has no EPA or state Hazardous Waste storage permit to do so.

### **ITEM 240 LOADING, UNLOADING AND DECONTAMINATION [C]**

In addition to the General Loading and Unloading Requirements, Shipper shall have the sole responsibility, at its own expense, for properly packaging, labeling, marking, blocking, bracing, placarding, loading, and unloading Hazardous Waste into or out of the Railcar to be transported in accordance with all applicable DOT regulations. In addition to any special equipment and loading restrictions imposed by NYA, Shipper shall comply with the Association of American Railroads (AAR). Federal and state loading rules, regulations and tariffs, as well as applicable federal and state requirements regarding the handling of Hazardous Waste. All discharge openings must be securely closed for and during transportation, and the Railcar and Containers must be free from leaks. All Railcars and Containers will be protected during shipments of Hazardous Waste by a lining of suitable compatible material of sufficient thickness to contain the Hazardous Waste being shipped.

After unloading at Destination, in the event a Railcar provided by NYA is contaminated by the Hazardous Waste, Shipper shall be responsible for ensuring that the Railcar is cleaned, treated and decontaminated before its return to NYA (or delivering Railroad) so that, when the Railcar is released, it is completely unloaded and is not contaminated by any residue of the Hazardous Waste previously carried. Return of the Railcar to rail service constitutes certification by Shipper that the Railcar is ready to return to and use in general freight service. Shipper shall also be responsible for payment of additional transportation charges for NYA to switch or move Railcars to third parties or to other-than-

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### ITEM 240 (Continued)

Destination location, for cleaning and decontamination if necessary prior to release for subsequent movement.

If Shipper fails to clean, treat and decontaminate Railcar within forty-eight (48) hours, the NYA will contract cleaning treatment and decontaminating to ensure the car is not contaminate and free of any Hazardous Waste residue. Shipper will be assessed a penalty fee of \$1,700.00 plus actual cost for the aforementioned.

Shipper shall be responsible for cleaning and decontaminating any locations en route where such Hazardous Waste has been loaded and/or unloaded. Loading and unloading of Hazardous Waste to or from the Railcar on NYA owned, leased or otherwise controlled property is prohibited except in emergency situations with NYA approval secured in advance of the loading or unloading.

Shipper shall have the right to arrange for the responsibilities imposed on it by this Section and to be carried out by third parties, including its own Shippers and owners and operators of treatment, storage or disposal facilities designated by Shipper; PROVIDED, HOWEVER, that Shipper shall remain obligated to NYA under its obligations in this Section in such cases as if Shipper had done the work itself.

## SECTION 3: RADIOACTIVE WASTE

### ITEM 300 APPLICATION

This Section only applies to the transportation of Radioactive Waste, which shall mean:

- I. NON-REGULATED MATERIAL - Wastes that do not meet the definition of any DOT Hazard Class. These radioactive wastes cannot be classified as a 'Hazardous Waste' or 'Hazardous Material' and have a specific activity of less than 2000 pCi/g.
- II. ENVIRONMENTALLY HAZARDOUS SUBSTANCE, DOT Hazard Class 9 - Wastes regulated by the DOT as a Hazardous Substance but has a specific activity of less than 2000 pCi/g (49 CFR Section 173.140).
- III. RADIOACTIVE MATERIAL, DOT Hazard Class 7 - Waste that cannot be classified as a 'Hazardous Waste' which have a specific activity greater than 2000 pCi/g (49 CFR Section 173.403).
- IV. Excludes Spent Nuclear Fuel, High Level Radioactive Material, By-Product Material, and TRU Waste.

### ITEM 310 DOCUMENTATION

The transportation of Radioactive Waste shall be accompanied by all required shipping documents and shall be properly marked, labeled and placarded as required by applicable federal, state and local laws and regulations. Such Radioactive Waste shall also be accompanied by manifests as required by applicable federal, state and local laws and regulations.

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### ITEM 320    **LOADING, UNLOADING, AND DECONTAMINATION [C]**

In addition to the General Loading and Unloading Requirements, Shipper shall have the sole responsibility, at its own expense, for properly packaging, labeling, marking, blocking, bracing, placarding, loading, and unloading Radioactive Waste into or out of the Railcar to be transported in accordance with all applicable DOT regulations. In addition to any special equipment and loading restrictions imposed by NYA, Shipper shall comply with the Association of American Railroads (AAR), federal and state loading rules, regulations and tariffs, as well as applicable federal and state requirements regarding the handling of Radioactive Waste. All discharge openings must be securely closed for and during transportation, and the Railcar and Containers must be free from leaks. All Railcars and Containers will be protected during shipments of Radioactive Waste by a lining of suitable compatible material of sufficient thickness to contain the Radioactive Waste being shipped.

After unloading at Destination, in the event a Railcar provided by NYA is contaminated by the Radioactive Waste, Shipper shall be responsible for ensuring that the Railcar is cleaned, treated and decontaminated before its return to NYA (or delivering Railroad) so that, when the Railcar is released by receiver, it is completely unloaded and is not contaminated by any residue of the Radioactive Waste previously carried. Return of the Railcar to rail service constitutes certification by Shipper that the Rail car is ready to return to and use in general freight service. Shipper shall also be responsible for payment of additional transportation charges for NYA to switch or move Railcars to third parties or to other-than-Destination location, for cleaning and decontamination if necessary, prior to release for subsequent movement.

If Shipper fails to clean, treat and decontaminate Railcar within forty-eight (48) hours, the NYA will contract cleaning treatment and decontaminating to ensure the car is not contaminated and free of any Hazardous Waste residue. Shipper will be assessed a penalty fee of \$1,700.00 plus actual cost for the aforementioned.

Shipper shall be responsible for cleaning and decontaminating any locations en route where such Radioactive Waste has been loaded and/or unloaded. Loading and unloading of Radioactive Waste into or from Railcars on NYA owned, leased or otherwise controlled property is prohibited except in emergency situations with NYA approval secured in advance of the loading or unloading.

Shipper shall have the right to arrange for the responsibilities imposed on it by this Section and to be carried out by third parties, including its own Shippers and owners and operators of treatment, storage or disposal facilities designated by Shipper; PROVIDED, HOWEVER, that Shipper shall remain obligated to NYA under its obligations in this Section in such cases as if Shipper had done the work itself.

## SECTION 4: WRAPPED BALES OF MUNICIPAL SOLID WASTE

**ITEM 400 MUNICIPAL SOLID WASTE (BALES) [C]**

Specifications for transportation of airtight, watertight, wrapped bales of Municipal Solid Waste, hereinafter, the "Bales." The specifications set forth below are MINIMUM REQUIREMENTS ONLY:

## I. SHIPPER REPRESENTATIONS:

- A. Shipper represents that the loading facility at Origin has the necessary environmental permits for the handling, storing and transloading the Bales.
- B. Shipper represents that the handling, storing and transloading of the Bales at the Origin and Destination is confined to the indoors or in accordance with facility permit requirements.

## II. NYA REVIEW AND APPROVAL:

- A. Prior to issuing a Quote and movement of any shipment NYA must review and approve each Shipper's proposal to ship Bales.
- B. Shipper must produce permit showing Origin Location is properly permitted by the New York Department of Environmental Conservation. Shipper is also responsible for obtaining and maintaining in effect at all times, any and all other necessary licenses, permits and certificates required and shall furnish the NYA copies of all necessary licenses, permits, certificates or other documentation deemed sufficient by NYA.
- C. Shipper must submit an operation plan with the following items for NYA review and written approval:
  - 1. Description of the Baling and Wrapping Process:
    - a. Dimensions of the Bales - size, weight, number of bales per Railcar
    - b. Specifications of the baler
    - c. Type of odor suppressant used
    - d. Specifications of the wrapping material
    - e. Wrapping Method:
      - i. Stretch-wrap - a low-density polyethylene wrapping material is applied by stretching the material completely around the Bale.
      - ii. Shrink-wrap - the Bale is placed into a high-density polyethylene wrapping tube and heat-sealed at both ends.
  - 2. Material Handling Plan
    - a. Loading and Unloading Process
    - b. Load Design Pattern
    - c. Specifications of lid for gondola
  - 3. Maintenance and Cleaning Plan: Description of cleaning methods of Rail cars and schedule.
  - 4. Shipper contact for notice of violations, complaints and/or cleanup.
- D. The Baling and Wrapping Process, Material Handling Plan, and Maintenance and Cleaning Plans shall be distributed by email or United States Postal Service to the following:
 

New York & Atlantic Railway Co.  
c/o Superintendent  
 68-01 Otto Road  
 Glendale, NY 11385  
Email: [NYACustomerService@anacostia.com](mailto:NYACustomerService@anacostia.com)

#### ITEM 410 MINIMUM BALE REQUIREMENTS

- I. Bales must be tightly wrapped on all sides without any gaps or ballooning.
- II. Bales shall have a minimum of two (2) layers of wrap ping material and 25% overlap to prevent emissions of odor and/or leachate.
- III. The wrapping material for the stretch-wrap method shall be made of a low-density polyethylene (LDPE) material.
- IV. The wrapping tube for the shrink-wrap method shall be made of a high-density polyethylene (HDPE) material.
- V. The wrapping material must be tear and puncture resistant to prevent ripping, tearing and/or chaffing, which may be caused by normal rail transportation movements.
- VI. The baling twine or strap must be bound in a manner that will not damage the wrapping material. Wire is not acceptable due to high potential for damaging the wrap ping material.
- VII. Shipper shall not utilize loading and unloading equipment that will rip, tear and/or shred the wrapping material of the Bales.

Upon notice from NYA, Bales must be sprayed with an odor reducing and/or suppressing enzyme.

#### ITEM 420 RAILCAR REQUIREMENTS

- I. Shipper must supply a dedicated fleet of Railcars. NYA will not supply Railcars.
- II. Gondolas with steel lids only are acceptable for transporting stretch-wrapped and/or shrink-wrapped Bales.
  - A. Lids
    1. The lids for the gondolas will be a rigid one piece steel cover approved for rail Shipper equipment to ensure containment and water tightness.
    2. The steel lid shall have adequate locking mechanisms to safely secure lid during transit. The locking mechanisms may be manually or automatically activated.
  - B. The interior of the gondola shall be flat bottom with straight sides.
  - C. Any necessary interior cross-bracing will be located so as not to obstruct loading or unloading of wrapped Bales.
  - D. Any floor weep holes must be sealed to contain possible leachate or seepage.
  - E. Shipper shall install one (1) three inch ball valve located in the lower floor area of the gondola to be utilized for washout operations. Washout operations and effluent disposal will be conducted in compliance with federal, state and local laws and regulations.
  - F. Shipper shall install a fire hose port, which will allow fire department to extinguish potential fires within the gondola.
- III. NYA must approve load design pattern.
- IV. Stretch-wrapped and/or shrink-wrapped Bales may be loaded in NYA approved Containers. Containers must be pursuant to SECTION 1 of this Tariff.

#### ITEM 430 CLEANING AND MAINTENANCE

- I. Shipper is responsible for the necessary cleaning of each Railcar before the release to NYA, as well as necessary cleaning of any adjacent or vicinity property at the Origin, Destination and/or

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any location en route where any Bales have been loaded and/or unloaded in accordance with applicable federal, state and local laws and regulations.

- II. Shipper shall be responsible for the spraying of an odor-reducing enzyme into the Railcar as necessary to substantially reduce and control any odors that may be emitted from the Railcar.
- III. Shipper shall repair and maintain all Railcars used in the transportation of the Bales in accordance with the provisions of the Association of American Railroads (AAR) Interchange Rules, as amended or superseded.
- IV. Railcars shall be cleaned on the inside and outside periodically to prevent buildup of waste residue that could cause odors and/or attract vermin or rodents.
- V. Railcars shall undergo a thorough cleaning at least once per year.
- VI. NYA may inspect, at its sole expense, loaded and or empty Railcars at the Origin and/or Destination to verify that Railcars and/or Bales are in conformance with this Section.

### ITEM 440 REJECTION, SUSPENSION AND/OR TERMINATION OF NON-COMPLYING SHIPMENTS

- I. NYA has the exclusive right to reject any objectionable loaded or empty Railcars that do not comply with the provisions of this section and to immediately suspend shipments of Bales upon receipt of a notice of violation of any applicable ordinance, regulations or law.
- II. NYA will notify the Shipper of the notice of violation. While the suspension is in effect, Shipper will have fifteen (15) days to remedy the violation. If the violation has not been resolved in a manner that is acceptable to issuer of the notice of violation and/or NYA,
- III. NYA has the exclusive right to cease future shipments of the Bales and immediately terminate the applicable Price Authority.
- IV. NYA has the exclusive right to reject the tender of, or suspend and return to Shipper, any loaded or empty Railcar that, in NYA's sole opinion, is emitting foul odors, leaking, infested by vermin or rodents or is generally unclean.
- V. NYA may further require Shipper to clean such Rail car to the extent that such odor, leakage, infestation or uncleanness have been eliminated or reduced to a level that is acceptable to NYA prior to acceptance of such Railcar for additional shipments pursuant to this Section. Shipper must identify the contact person to handle and/or correct all notice of violations, complaints and/or cleanup.

### EXPLANATION OF REFERENCE MARK

#### ITEM 9999 EXPLANATION OF REFERENCE MARKS [C]

[A] Denotes Addition

[C] Denotes Change

(Underscored portions denotes addition/change.)