

FT NYA 8000-C

(Cancels FT NYA 8000-B and Supplement to 8000-B)

# NEW YORK & ATLANTIC RAILWAY COMPANY



## **FREIGHT TARIFF NYA 8000-C**

(For cancellations, see page 3, this tariff)

**NAMING**

**RULES AND CHARGES GOVERNING  
SWITCHING**

**ALSO**

**MISCELLANEOUS RULES AND CHARGES**

**APPLYING AT STATIONS ON THE**

**NEW YORK & ATLANTIC RAILWAY COMPANY**

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**

## TABLE OF CONTENTS

CANCELLATION NOTICE .....	2
<b>RULES AND REGULATIONS GOVERNING PROVISIONS, GENERAL RULES, &amp; REGULATIONS.....</b>	<b>3</b>
GENERAL REQUIREMENTS .....	3
ITEM 5    DESCRIPTION OF GOVERNING CLASSIFICATIONS .....	3
ITEM 10    SUPPLEMENTS AND REISSUES .....	3
ITEM 20    METHOD OF CANCELLING ITEMS.....	3
RULES AND OTHER GOVERNING PROVISIONS RULES & REGULATIONS - UNLIMITED .....	3
ITEM        50 OTHER GOVERNING PROVISIONS .....	3
<b>SECTION 1: MISCELLANEOUS RULES AND CHARGES.....</b>	<b>3</b>
ITEM 110    CREDIT TERMS .....	4
ITEM 120    FINANCE CHARGE [C].....	4
ITEM 125    RETURN OF REFUSED/REJECTED SHIPMENTS .....	4
ITEM 126    CARS INTERCHANGED IN ERROR [C] .....	4
ITEM 127    CARS ORDERED AND NOT USED [C] .....	5
ITEM 128    IMPROPER CARS FURNISHED FOR LOADING BY CONNECTING LINES [C].....	5
ITEM 129    REBILLED CARS [C].....	5
ITEM 130    SECURITY DEPOSITS [C].....	5
ITEM 135    OVERLOADED CARS [C] .....	5
ITEM 140    GENERAL DIMENSION AND WEIGHT LIMITATIONS [C].....	6
<b>SECTION 2: SWITCHING .....</b>	<b>7</b>
ITEM 200    INTRA-PLANT SWITCHING [C] .....	7
ITEM 210    INTRA-TERMINAL SWITCHING [C].....	7
<b>NOTES AND DEFINITIONS [A].....</b>	<b>7</b>
<b>EXPLANATION OF REFERENCE MARK .....</b>	<b>7</b>
ITEM 9999    EXPLANATION OF REFERENCE MARKS [C].....	7

### CANCELLATION NOTICE

FT NYA 8000-C cancels FT NYA 8000-B in its entirety. Provisions formerly shown in FT NYA 8000-B and its supplement not brought forward in FT NYA 8100-C are hereby canceled.

# RULES AND REGULATIONS GOVERNING PROVISIONS, GENERAL RULES, & REGULATIONS

## GENERAL REQUIREMENTS

### ITEM 5 DESCRIPTION OF GOVERNING CLASSIFICATIONS

Except as otherwise provided, this tariff is governed by the Rules in Tariff UFC-6000-series, Uniform Freight Classification, National Railroad Freight Committee, Agent.

### ITEM 10 SUPPLEMENTS AND REISSUES

When reference is made in this tariff, or supplements, to other publications for rates or other information, it includes "Supplements thereto or successive issues thereof."

Where reference is made in this tariff to items, it includes "reissues" of such items.

### ITEM 20 METHOD OF CANCELLING ITEMS

As this tariff is supplemented, numbered items with letter suffixes cancel corresponding numbered items in the original tariff, or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A.

## RULES AND OTHER GOVERNING PROVISIONS RULES & REGULATIONS - UNLIMITED

### ITEM 50 OTHER GOVERNING PROVISIONS

Except as otherwise provided herein, this tariff is governed by the provisions of Freight Tariff NYA 8100-series

## SECTION 1: MISCELLANEOUS RULES AND CHARGES

### ITEM 100 BANKRUPTCY OR INSOLVENCY

- A. In the event Shipper files or is the subject of a filed petition in bankruptcy and Shipper has a transportation contract or other agreement with NYA (collectively "Agreement"), Shipper will, as soon as practicable:
  - (1) Identify NYA 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 NYA under which there remains continuing unperformed obligations; and,
  - (3) Choose to elect to either assume or reject such Agreements identified pursuant to paragraph (2) above within (60) days of the date of the filing of the Shipper's petition in bankruptcy.
- B. In the context of a bankruptcy proceeding, no Agreement identified under paragraph (2) may be assigned without NYA consent, unless NYA is given adequate assurance of future performance by the assignee. Such adequate assurance will include, but not necessarily be limited to, a deposit with NYA as security for the timely payment of switching and line-haul charges an amount equal to the average thirty (30) day accrual for such charges as or security guarantees in form and substance satisfactory to NYA from one or more persons who satisfy NYA's standard of creditworthiness.

## ITEM 110 CREDIT TERMS

If Credit is extended to Applicant for the payment of transportation charges, Applicant agrees to pay such transportation charges within the following time periods:

- (a) Freight Charges - 15 Calendar days from the date of the freight bill.
- (b) Miscellaneous charges (e.g., demurrage, switching, weighing) - 15 calendar days from the date of the miscellaneous bill.
- (c) Additional charges for freight transportation and related services (e.g. balance due bills) - 15 calendar days from the date of bill for additional charges.

**NOTE:** Errors discovered in bills by customers should be corrected by customers and paid accordingly accompanied with an explanation of shortage or overage. Payment of all bills, including those corrected by customers, must be made within the credit period. Payment of bills alleged to be incorrect will not prejudice patron's claims, filed within the statutory period, for refund of overcharges. If customers receive bills that they feel they are not responsible for paying, they must notify the carrier within the credit terms that they are not responsible for paying the bills.

Payment of an amount less than stated on a NYA invoice will be considered as payment on account and not as payment in full, notwithstanding any notation to the contrary as payment on the payer's remittance.

Acceptance by NYA of the lesser amount will not constitute an accord and satisfaction. The payer will be advised of any remaining balance deemed due after application of the remitted funds.

## ITEM 120 FINANCE CHARGE [C]

NYA will assess a finance charge of 20% per year (0.0548% per day) against linehaul freight charges billed on or after April 1, 2025, that are not received by NYA within the credit term provided. The finance charge will not apply against disputed linehaul freight charges that are found by NYA to have been incorrectly billed. The finance charge will be assessed on the unpaid balance of any linehaul freight charge from the first day following the end of the credit term through the date of receipt of payment in full. The finance charge will be billed monthly for all linehaul freight charges that were paid late in the prior calendar month. This item shall be construed pursuant to the laws of the State of Delaware.

## ITEM 125 RETURN OF REFUSED/REJECTED SHIPMENTS

When a given shipment is refused or rejected at destination for reason other than carrier error and is not unloaded, it may be returned to the original shipping point via reverse route of original movement and will be subject to applicable rate from original origin to original billed destination in effect at time shipment is returned.

## ITEM 126 CARS INTERCHANGED IN ERROR [C]

A charge of \$ 500.00 per car will be assessed against the delivering carrier on any car interchanged to the NYA in error.

**ITEM 127 CARS ORDERED AND NOT USED [C]**

If an empty car is ordered and placed for loading and car is subsequently released back to carrier without being used in transportation service, a charge of \$ 500.00 will be assessed and will be in addition to other charges. Provisions of this item are not applicable on cars refused or rejected account defective or unfit for loading.

**ITEM 128 IMPROPER CARS FURNISHED FOR LOADING BY CONNECTING LINES [C]**

When cars ordered for loading are refused on account for not being in proper condition to load, a charge of \$ 250.00 per car will be assessed against the railroad furnishing the car.

**ITEM 129 REBILLED CARS [C]**

Any car of which rebilling is requested will have a charge of \$375.00 per car assessed against requesting party.

**ITEM 130 SECURITY DEPOSITS [C]**

A security deposit to ensure payment of any demurrage, storage or other accessorial charges that may accrue will be required from any online customer or other responsible party, hereinafter referred to as customer, who:

1. Is not on the carrier's authorized credit list, or
2. Fails to pay demurrage, storage, switching or other accessorial charges after specific written demand referring to this tariff provision.

The deposit must be paid in cash, cashier's check or money order before any car is delivered to such customer for loading or unloading. The deposit for each freight car will be the average amount of demurrage, storage or other accessorial charges that accrued on any one freight car during the preceding 12 months, but not less than \$ 250.00 per car.

The carrier will refund the balance of the deposit to the customer within 30 days after the equipment is released to the carrier, and after deducting all unpaid charges on that equipment. Such deposit shall not be transferable to another freight car.

Security deposits will no longer be required after the customer has paid all outstanding demurrage, storage, and other accessorial charges, and has given assurance to the satisfaction of the carrier's credit office that future demurrage, storage and other accessorial charges will be paid within the credit period prescribed.

**ITEM 135 OVERLOADED CARS [C]**

Cars found to be overloaded will be subject to the following additional charges:

1. \$ 300.00 per car – When car is discovered to be overloaded at loading point or within the confines of the Industry. Charge to be assessed to consignor.
2. \$ 600.00 per car – When a car is discovered to be overloaded beyond loading point or confines of the Industry. Charge to be assessed to consignor.  
(It will be the responsibility of the consignor to adjust the lading at their own expense sufficient to eliminate the overload condition.)

**FT NYA 8000-C**

3. \$600.00 per car – When a car is received in interchange from connections and is found to be overloaded, such car will be returned to delivering carrier for adjustment to lading to eliminate the overload condition. Charge to be assessed to delivering carrier.

**ITEM 140 GENERAL DIMENSION AND WEIGHT LIMITATIONS [C]**

New York & Atlantic Railway's Clearance Department must be contacted with a written request to obtain advance authorization for shipments which would not conform to the dimension and weight limitations at NYA stations listed below:

Height and Weight Restrictions by NYA Station			
Max. Plate C, 263K (a)	Max. Plate F, 286K (b)	Max. Plate F, 286K (b continued)	Inactive Stations
Huntington	Babylon	Sills	Bay Shore
	Bay Ridge	Southold	Bridgehampton
	Bedford	Upton	Bethpage
	Brentwood	Westbury	Central Islip
	Bushwick	Wyandanch	Eastport
	Calverton	Yaphank	Freeport
	Deer Park		Greenlawn
	Farmingdale		Islip
	Fresh Pond		Mattituck
	Hicksville		Montauk
	Holtsville		Patchogue
	Jamaica		Port Jefferson
	Long Island City		Queens Village
	Mattituck		Sayville
	Medford		Southampton
	New Hyde Park		Speonk
	Nichols Siding		St. James
	Richmond Hill		Syosset
	Riverhead		Valley Stream

**EXPLANATION OF COLUMNS:**

- (a) Maximum Gross Weight (Car and Lading) that can be handled is 263,000 lbs. The maximum size that car handled is Plate C (See Note).
- (b) Maximum Gross Weight (Car and Lading) that can be handled is 286,000 lbs. The maximum size that car handled is Plate F (See Note).

Note - For definition of Plate, see Official Railway Equipment Register, RER 6414-series.

## SECTION 2: SWITCHING

### ITEM 200 INTRA-PLANT SWITCHING [C]

A switching movement from one track to another within the same plant or industry, or from one location to another location on the same track within the same plant or industry, shall be performed by NYA at a charge of \$ 350.00 per car.

### ITEM 210 INTRA-TERMINAL SWITCHING [C]

A switching movement (other than intra-plant switching) from one track to another track on the same railroad, or between the tracks of two separate industries served by the same railroad, all of which are within the limits of one station, shall be performed by NYA at the charge of \$ 500.00 per car.

## NOTES AND DEFINITIONS [A]

The term "Uniform Freight Classification" when used herein means Freight Tariff Uniform Freight Classification 6000-Series.

### LOADED CAR

A car that is completely or partially loaded.

### LOADING

The complete or partial loading of a car(s) in conformity with loading and clearance rules and, the furnishing of forwarding instructions.

### RESPONSIBILITY

Demurrage and storage fees will be assessed to, and payment will be the responsibility of the party who detained rail cars for an extended period of time or for whom cars or stored. [C]

### TENDER

The notification, actual or constructive placement, of an empty or loaded car(s).

## EXPLANATION OF REFERENCE MARK

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

[A] Denotes Addition

[C] Denotes Change

(Underscored portions denotes addition/change.)

### ADD DEFINITIONS