

PORT RAIL, INC.



**FREIGHT TARIFF
PORT RAIL, INC, PRI 0100**

MISCELLANEOUS STATEMENTS, RULES, AND CHARGES
ALSO
SWITCHING AND DEMURRAGE RULES AND CHARGES,
APPLYING
FROM, TO AND AT STATIONS ON THE
PORT RAIL, INC.

LOCAL TARIFF

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 20, 2019

Effective: August 26, 2019

ISSUED BY

Board of Directors
Port Rail, Inc.
150 Marine St, Box 1
Lake Charles, LA 70601

TABLE OF CONTENTS

<u>SUBJECT</u>	<u>ITEMS</u>
Section I. Miscellaneous Statements, Rules, and Charges	
Billing	No. 10.
Billing Disputes	No. 20.
Tariff Changes	No. 30.
Reference to Tariffs, Items, Notes, etc.	No. 40.
Method of Cancelling Items	No. 50.
Supplements and Reissues	No. 60.
Normal Business Hours	No. 70.
Holidays	No. 80.
Payment of Charges	No. 90.
Governing Jurisdiction and Tariff Terms	No. 100.
Hazardous Materials	No. 110.
Empty Cars Ordered but Not Loaded	No. 120.
Turning of Cars to Permit Loading or Unloading, Etc.	No. 130.
Interchange Switching Charge – Union Pacific	No. 140.
Section II. Switching Rules and Charges	
Definition of Intra-Terminal Switching	No. 200
Intra-Terminal Switching Charge	No. 210
Interchange in Error	No. 220.
Special Switching Service	No. 230.
Inbound Car Setback Due to Errors	No. 240.
Indexing	No. 250.
Section III. Car Demurrage Rules and Charges	
Application	No. 300.
Actual Placement	No. 310.
Constructive Placement	No. 320.
Releases	No. 330.
Cars Erroneously Released	No. 340.
Free Time	No. 350.
Demurrage Charges	No. 360.
Section IV Storage Rules and Charges	
Railcar Storage Services	No. 400.

Moving Cars to and From Storage/Hold Tracks

No. 410.

Section I – Miscellaneous Statements, Rules, and Charges

Item No. 10. Billing

As part of Port Rail, Inc.'s efforts to streamline the billing process, we are committed to an expedited and simple billing process.

Item No. 20. Billing Disputes

If you believe that there has been a billing error, we want to make it right as quickly as possible. To be eligible for this guarantee, you must submit your claim, in writing, within 30 days of the invoice date to Derek Midkiff at dmidkiff@portrailc.com and Chelsea Sweet at cms@bcpllc.com along with a brief description of the dispute. Your claim must also include the car initial and number and the related invoice number.

Item No. 30. Tariff Changes

All rates, rules, and regulations, as set forth in this Tariff, or any subsequent tariff, are subject to change without notice except as required by law.

Item No. 40. Reference to Tariffs, Items, Notes, Rules, Etc.

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.

Item No. 50. Method of Canceling Items

As this Tariff is supplemented from time to time, 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.

Example, Item 20-A cancels Item 20 and Item 30-B cancels Item 30-A in a prior supplement which in turn canceled Item 20.

Item No. 60. 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 No. 70. Normal Business Hours

The normal business hours of operations of Port Rail, Inc. are from 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays (See Item 80).

Item No. 80 Holidays

Holidays, as referred to in this Tariff, shall mean only the days listed below:

New Year's Day – January 1 (See Note, this item)

Mardi Gras Day – The day before Ash Wednesday

Good Friday – Friday before Easter Sunday

Memorial Day – Last Monday of May

Independence Day – July 4 (See Note, this item)

Labor Day – First Monday of September

Thanksgiving Day – Fourth Thursday of November

Christmas Day – December 25 (See Note, this item)

Note – When this date occurs on a Saturday, the previous Friday will be observed. When this date occurs on a Sunday, the following Monday will be observed as the holiday.

Item No. 90 Payment of Charges

Customers shall be liable for the payment of any and all demurrage and other charges accruing on traffic from, to and at stations on Port Rail, Inc. Nothing herein shall limit the right of Port Rail, Inc. to require at time of movement, shipment or delivery the prepayment or guarantee of such charges. Customers will pay Port Rail, Inc. within thirty (30) days upon presentation of an invoice or bill by Port Rail, Inc. Port Rail, Inc. will not accept shipment from customers, make delivery of shipments to customers, or accept request for any other movement of car without payment or guarantee of all outstanding and current charges, unless customer has entered into an agreement for credit with Port Rail, Inc. Port Rail, Inc. reserves the right, in its sole discretion, to cancel the credit of any customer at any time.

When cars are held by Port Rail, Inc., such cars will be considered constructively placed and subject to demurrage charges in Item 320 when held beyond the free time allowed in Item 350.

Customers that are granted credit will be invoiced monthly or quarterly depending on the written arrangement. Except as otherwise provided herein or in another current, written agreement in effect between Port Rail, Inc. and the customer, invoices are due and payable thirty (30) days following the date of the invoice. In the event that the invoice has not been paid, or payment has not been received by customer within ten (10) days after such payment is due, a late payment charge of one percent (1%) or \$15.00 minimum, whichever is greater, shall be assessed on the outstanding balance owed. In addition, a finance charge of five percent (5%) per month shall be assessed on the outstanding balance owed (including payments. Late payment charges, and finance charges). Payments shall be applied first to finance charges, second to late payment charges, and then to the outstanding balance.

Port Rail, Inc. shall be entitled to recover all attorneys' fees, court costs, and expenses incurred by Port Rail for the collection of any debt.

Item No. 100. Governing Jurisdiction of Tariff Items

Customers tendering or receiving railcars whose movement is not governed by a duly-executed written agreement with Port Rail, Inc., hereby agree that the laws and courts governing any billing dispute, tariff dispute or related litigation shall be those whose jurisdiction is applicable to the Parish of Calcasieu, State of Louisiana, United States of America unless otherwise expressly prohibited by law.

Item No. 110. Hazardous Materials

A premium of \$50.00 per inbound and \$50.00 per outbound move of a hazardous commodity applies to all switching service charges. Special rates apply to TIH/PIH shipments and will be issued on the customer's reasonable request.

Note – No Hazardous Materials cars will be accepted for interchange for delivery to City Docks, South Industrial Lead, and East Industrial Lead, without prior notification and consent from Port Rail.

Item No. 120. Empty Cars Ordered But Not Loaded

On empty cars that are ordered for loading and order is canceled and car is in route, or the service of switching or placing of car has been performed and the car is not loaded but returned to this railroad empty, a charge of \$200.00 per car will be assessed and collected from the person, firm or corporation ordering such cars.

Item No. 130. Turning of Cars to Permit Loading or Unloading, Etc.

If cars are turned at the request of customer to facilitate loading or unloading, or for any other purpose, a charge of \$150.00 per car per occurrence will be assessed and will be in addition to all other applicable charges unless a written agreement is executed by Port Rail, Inc. with the customer eliminating or reducing this charge.

Item No. 140. Interchange Switching Charge

Port Rail, Inc. will assess the following service charges on all loaded railcar traffic to or from customers on Port Rail, Inc.

Manifest Cargo	\$350.00 per car
Unit Trains	\$275.00 per car

This charge will be in addition to all other applicable charges that are associated with the movement including, but not limited to, fuel surcharges.

Section II. Switching Rules and Charges

Item No. 200. Definition of Intra-Terminal Switching

A switching movement from one track to another within a Terminal served by Port Rail, Inc. or from one location to another within a Terminal served by Port Rail, Inc.

Item No. 210. Intra-Terminal Switching Charge

Port Rail, Inc. will perform intra-terminal switching at a charge of \$150.00 per car.

Item No. 220. Interchange in Error

Unless otherwise covered under a current written agreement, Port Rail, Inc. will assess a \$500.00 per car service charge for all cars interchanged to Port Rail, Inc. in error against the account of the delivering rail carrier.

Port Rail, Inc. will not be responsible for car hire on these cars, and will reclaim from the delivering carrier all car hire assessed or owed to the car owner.

Item No. 230. Special Switching Service

Subject to the prior written approval of Port Rail, Inc., Special Switching Service will be provided at the following rate:

\$900.00 per approved request for the first four (4) hours, after the initial four hours has elapsed a \$200.00 per hour charge will be assessed. Engine inspections and other required crew duties will be charged as time on duty for special switching service.

Item No. 240. Inbound Car Setback Due to Waybill Errors or Unknown Consignee/Care of Party

Cars interchanged to Port Rail, Inc. as empty cars that are subsequently found to be loaded by Port Rail, Inc. personnel or a Port Rail, Inc. customer, loaded cars that are billed and delivered to Port Rail, Inc. in error and subsequently redirected back to UP by the shipper without unloading on Port Rail, Inc. or loaded cars sent to Port Rail, Inc. that fail to designate a valid consignee or "care of" party located on Port Rail, Inc., will be assessed a \$500.00 per car service charge plus a \$25.00 per day storage charge (if stored on Port Rail tracks) plus any applicable demurrage charges (if any). The service charge, storage charge (if applicable) and any applicable demurrage must be prepaid by the shipper in full and received by Port Rail, Inc. prior to the car(s) being released to UP interchange.

Port Rail, Inc. will make all reasonable necessary attempts to contact the shipper (if known to Port Rail, Inc.) during normal business hours to arrange payment and car disposition.

If such car remains in the possession of Port Rail, Inc. in excess of 21 calendar days after Port Rail, Inc.'s first attempt to notify the shipper, Port Rail, Inc. may, in its sole discretion, take possession of the freight as "unclaimed freight" and remove and dispose of any or all freight contained in such car. The car, once emptied, will be returned empty to the delivering rail carrier. Proceeds from the sale or auction of the "unclaimed freight" will be first used to pay all outstanding charges and fees due to Port Rail, Inc., with any remaining proceeds (if any) being returned to the shipper (if known by Port Rail, Inc.).

Item No. 250. Indexing

Indexing services are provided by Port Rail on a per customer basis at specifically negotiated rates between Port Rail and the customer. In this Tariff, the term Indexing refers to the continuous offloading or loading of bulk commodities such as grain, coal, plastic pellets, etc.

Section III. Car Demurrage Rules and Charges

Item No. 300. Application

Except where provided to the contrary, Demurrage Rules and Charges contained herein apply to all railroad and privately-owned cars held for or by consignors and consignees for any purpose. For the purpose of applying this tariff, Consignor or Consignee includes any person receiving railcars from this railroad for loading or unloading as more specifically provided for in 49 C.F.R. § 1333.

Item No. 310. Actual Placement

Actual Placement is made when a car is placed in an accessible position for loading or unloading or at a point previously designated by the consignor or consignee.

Item No. 320. Constructive Placement

When a car consigned or ordered to a private track or other-than-public delivery track and cannot be actually placed because of a condition attributable to the consignor or consignee, such car will be held at available hold point, notice shall be sent or given to the consignor or consignee that the car is being held and that this railroad is unable to effect placement, such car will be considered constructively placed at such time; or if a car is placed on private track or other than public delivery track serving the consignor or consignee, such car will be considered constructively placed at such time.

Item No. 330. Releases

Port Rail, Inc. will only accept releases from the online customers in writing by the following method:

Email: dmidkiff@portrailc.com

dcox@portrailc.com
portrailgroup@portrailc.com

Port Rail, Inc. may accept releases by other methods from individual customers at its sole discretion if approved by the Port Rail, Inc. General Manager prior to utilization of alternate release notification methods.

All loaded freight cars requiring clearance documents must indicate the name and final destination location of the Consignee at the car(s) next destination before Port Rail, Inc. will accept the release notification and make the release time effective. This information may be given simultaneously with the written release notification.

Any car that is released by an online customer, that is subsequently found by the Port Rail, Inc. train crew as not ready to be pulled due to an issue caused by or under the control of the customer will incur an Intra-City Docks Switching Charge (Item 210). Examples of such issues include, but are not limited to:

- Partially-loaded cars that the customer is not done loading/unloading;
- Cars leaking contents or otherwise unsafe to move due to improper loading or improper securing of doors, tie-downs, hatches or valves;
- Cars with loading equipment (hoses, pulleys, cables, dock plates, etc.) still attached;
- Industry tracks that are inaccessible due to placement of customer-owned blue flags, red flags, derails, doors or gates that are not promptly removed/cleared upon the arrival of the Port Rail, Inc. train crew to pull the designated car;
- Industry tracks that are blocked or fouled by customer or other non-railroad equipment (i.e. trucks or forklifts obstructing track);
- Industry tracks that are unusable due to unacceptable track condition (permanent or temporary), provided that the customer did or should have known the condition of the track(s) in advance.

Release notifications for loaded cars or special movements will not be accepted or made effective until pre-payment of all freight charges have been submitted to Port Rail, Inc. per Item 60 unless the customer releasing the car has an established credit agreement with Port Rail, Inc. in effect at the time of release.

Cars released outside of normal business hours (as defined by Items 40 and 50) will be considered released at the earlier of the following events:

- (1) Actual time the car is pulled from the industry track by Port Rail, Inc.; or

- (2) The first minute of business hours on the next business day (i.e. 7:00 a.m. the next business day)

Item No. 340. Cars Erroneously Released

A charge of \$500.00 per car will be assessed for loaded cars reported empty or for empty car reported loaded when such errors are noted by Port Rail, Inc. personnel subsequent to the patron releasing cars.

Item No. 350. Free Time

Free time as follows will be allowed for each car:

Manifest Cargo will receive Four (4) free days – 96 hours to complete loading or unloading.

Unit Train Cargo will receive Five (5) free days – 120 hours to complete loading or unloading.

Free time will be computed from the first 11:59 p.m. on the day of placement, or after notification has been sent or given where required. For the purpose of computing free time, Saturdays, Sundays and holidays will be excluded.

Item No. 360. Demurrage Charges

After expiration of free time allowed, the following charges per car per day, or fraction of a day, including Saturdays, Sundays and holidays, will be made until car is released:

\$35.00 for each of the first four chargeable days,

\$60.00 for each subsequent day.

Note 1: Not applicable on privately-owned cars on private tracks.

Note 2: Privately-owned cars, loaded or empty, which are first held on railroad tracks under constructive placement (see Item 320) will be subject to demurrage charges provided for herein after expiration of free time (see Item 350) until such time car is actually placed (see Item 310).

Note 3: Cars are considered released only when notification is accepted and made effective by Port Rail, Inc. pursuant to Item 340.

Section IV. Storage Rules and Charges

Item No. 400. Railcar Storage Services

Subject to available capacity (as determined exclusively by Port Rail, Inc.), Port Rail, Inc. will store empty or loaded railcars or locomotives on railroad-owned or leased tracks subject to the terms contained herein at the following rates:

Empty Cars:	\$5 per car per calendar day
Loaded Cars or Locomotives/ On-Track Equipment	\$10 per car/unit per calendar day

Port Rail, Inc. will not pay time or mileage on private cars in storage. Port Rail, Inc. will store railroad-owned cars only if the rail carrier requesting storage enters into a written agreement to permit Port Rail, Inc. to reclaim all car hire charges owed by Port Rail, Inc. against the storing carrier.

Item No. 410. Moving Cars to and From Storage/Hold Tracks

Port Rail, Inc. will assess the following charges for moving cars to storage/hold tracks and removing cars from storage/hold tracks:

1. Inbound car moved to storage/hold Tracks: \$175.00 per car
2. Car pulled from storage/hold track (LIFO Basis): \$175.00 per car
3. Car pulled from storage/hold track (Non-LIFO Basis): \$225.00 per car

NOTE: LIFO Basis refers to cars pulled on a last-in, first-out basis where the car pulled is the car in the next first physical position. Non-LIFO Basis applies when a storage customer requests a specific car to be pulled that is NOT physically the customer's next car in line, as storage cars are physically placed in a last-in, first out arrangement.