

FT PR 8001-F
(Cancels STB FT PR 8001-E)

PALMETTO RAILWAYS

(PR)

FREIGHT TARIFF PR 8001-F

(Cancels Freight Tariff PR 8001-E)

PUBLISHING
RULES AND CHARGES
GOVERNING SWITCHING AND
OTHER TERMINAL CHARGES AND ALLOWANCES

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ISSUED BY

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ITEM 10

METHOD OF CANCELING ITEMS

As this tariff is supplemented, a new issue date and tariff suffix (i.e. A, B, C etc.) will be indicated on the first page of the tariff.

ITEM 20

POINTS TO WHICH TARIFF APPLIES

The following subdivisions fall within the absolute control and management of South Carolina Division of Public Railways d/b/a Palmetto Railways, 540 East Bay Street, Charleston, SC 29403:

- Charleston – CHA (former PUCC)
- North Charleston - NCH (former PTR)
- Charity Church – CHC (former ECCR)

ITEM 30

HOURS OF NORMAL OPERATION

The normal hours of operation for Palmetto Railways are 7:30 AM to 4:30 PM Monday through Friday. Services are available for other than normal hours of operation at charges published in **ITEM 170** of this tariff.

ITEM 40

OBSERVED HOLIDAYS

The following days will be considered Holidays:

- New Years’ Day
- Presidents Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Years’ Eve

ITEM 50

BILLING DISPUTES

If you believe that there has been a billing error, we want to make it right as soon as possible. You must submit your claim, in writing, within 30 days of the invoice date to: Accounting Department, 540 East Bay St, Charleston, SC 29403 or Accounting@Palmettorail.com along with a brief description, the car initial and number and the related invoice number.

ITEM 60

LOSS AND DAMAGE CLAIMS

Loss and damage claims must be filed and processed by the line-haul carriers.

ITEM 100

GENERAL DEFINITION OF TERMS

ROUTINE SERVICE

The initial "one time" service provided during normal daily operations, Monday through Friday. Service requested beyond Routine Service, weekends and Holidays will be subject to additional charges provided for in this tariff.

RECIPROCAL SWITCHING

The movements in switching service for loading or unloading, preceding or following a road haul movement over another railroad, from or to a private or assigned siding of Palmetto Railways (PR), to or from the point of interchange with the connecting railroad at the switching station, and the movement of the empty car in the reverse direction.

INTRA-PLANT SWITCHING

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.

INTRA-TERMINAL SWITCHING

A switching movement (other than Intra-Plant Switching) from one track to another track of the same railroad, or between the track(s) of an industry and the track of the railroad or between the tracks of two separate industries served by the same railroad.

INTER-TERMINAL SWITCHING

A switching movement from an industry served by one railroad to the point of interchange with a connecting railroad for delivery to another industry served by that railroad where the transportation does not include a line haul movement.

ITEM 110

RECIPROCAL SWITCHING RATES

On the Charleston and North Charleston subdivisions only, Palmetto Railways (PR) will perform Reciprocal Switching as originating or delivering on its line and points of interchange with CSX Transportation and Norfolk Southern Corporation for STCC commodity groups as follows:

STCC 24, 26 &40	\$155
STCC 19, 28-29 & 35-37	\$210
STCC 48-49 (Hazardous Materials)	\$250

Intermodal (Loaded or empty platform)	\$70
All other	\$175

ITEM 120

INTRA-PLANT SWITCHING CHARGE

Palmetto Railways will perform Intra-Plant Switching at a charge of \$175 per car.

ITEM 130

INTRA-TERMINAL SWITCHING CHARGE

Palmetto Railways will perform Intra-Terminal Switching at a charge of \$175 per car.

ITEM 140

INTER-TERMINAL SWITCHING CHARGE

Palmetto Railways will perform Inter-Terminal Switching as originating or delivering carrier at a charge of \$250 per car, such charge to apply for each factor of the switching service provided. The switching charges of connecting lines will be in addition to the charges published herein.

ITEM 150

OVER DIMENSIONAL AND/OR HEAVY LOADS

A charge of \$740 per car will be assessed for all cars with more than four axles but less than twelve axles. Cars with twelve axles or more will be charged an additional \$60 per axle.

At the South Carolina Port Authority Columbus St. Terminal, all car placements to or from the high-dock will incur an additional \$20 charge per axle regardless of overall number of axles per car.

Item 110, 120, 130 and 140 will not apply.

ITEM 160

STAND BY SWITCHING SERVICE

When Palmetto Railways locomotive and operating crew is held at the request of an industry or is delayed by an industry within the confines of the industry or immediately adjacent thereto, the charge for such standby or delay shall be \$500 per hour, minimum four hours. Such charges shall be in addition to other published charges, if any, applicable to cars delayed or handled.

ITEM 170

**SERVICE OUTSIDE NORMAL OPERATIONS
(NOTES 1, 2 and 3)**

Palmetto Railways, upon request will undertake to furnish one (1) locomotive and two (2) man crew at the following charges:

- (a) \$2,000 for the first four (4) hours or less.
- (b) \$500 per hour or fraction thereof for any time in excess of the first four (4) hours, not to exceed twelve (12) hours in the aggregate.

NOTE 1 - Special Service is traffic afforded special handling or handled outside of Normal Operations (See Item 30).

NOTE 2 - When it is necessary to provide special clerical services in connection with Special Service, the following additional charges will apply:

(a) \$400 per clerk for the first four (4) hours or less.

(b) \$50 per clerk for each hour or fraction of an hour in excess of four (4) hours.

NOTE 3 - Special Service charges are in addition to other published charges, if any, applicable to the traffic handled.

ITEM 180

DEMURRAGE

In summary, chargeable days are calculated net of two free days for unloading and one free day for loading. The free days begin the first 7:00 AM after placement or constructive placement. The following charges per car per day, or fraction of a day are:

\$20 for each of the first four chargeable days

\$30 for each of the next 2 days

\$60 for each subsequent day

Refer to Freight Tariff PR 6004 Car Demurrage Rules & Charges for a more detailed explanation of demurrage.

ITEM 190

CARS RECEIVED IN ERROR

When a car is received in interchange in error, the current reciprocal switch charge will be assessed against the delivering carrier for both the inbound and outbound movement.

ITEM 195

CARS MOVED TO BE CLEANED, STORED OR REPAIRED

When a car is delivered to PR and an additional switch move is necessary for the car to be placed on a separate track to be cleaned, stored or repaired, a roundtrip charge of \$125 per car will be assessed by PR, which will be in addition to all other charges.

ITEM 200

CARS ORDERED AND NOT USED

If an empty car is ordered and placed for loading, and the car is subsequently released back to carrier without being loaded, a reciprocal switch charge of \$175 will be assessed, which will be in addition to all other charges.

The provisions of this item are not applicable on cars refused or rejected, account defective or unfit for loading.

ITEM 205

CARS RE-SPOTTED

When a car placed for loading or unloading is released by consignee as loaded or empty prior to being completely loaded or unloaded, and such car is moved by PR, the reciprocal switch charge for the commodity within said car will be assessed, which will be in addition to all other charges.

ITEM 210

EMPTY CARS RETURNED UNFIT FOR LOADING

When an empty car is received from a connecting carrier for loading by an industry located on PR, and the car is refused by the industry because it is not in proper condition to load and must be returned to the connecting carrier, a reciprocal switch charge of \$175 per car will be assessed against the connecting carrier. The charge will be made in one direction only.

ITEM 215

WEIGHING CARS

When requested by the customer, a charge of \$210 per car will be assessed for weighing cars. This charge includes applicable switching and weighing fees.

ITEM 220

CHARGES ON ARTICULATED CARS

When shipments are loaded in so-called articulated cars (two or more car units permanently or temporarily joined together), the switching rate published in this tariff will apply separately to each unit of the articulated equipment.

ITEM 225

EMPTY PRIVATE CARS

The charge for movement of empty private cars, other than intermodal cars, is \$230 a car. This rate will apply only to movement of cars in regularly scheduled train service.

ITEM 230

EXCESS OVER FULL CARLOADS

Where more than one car is required because of the shipment being in excess of quantities which can be loaded in or on one car, or because of the length of the shipment, each car used shall be considered a separate carload shipment.

ITEM 235

OPENING AND CLOSING DOORS

When it is necessary for PR to open or close doors, hatches, gates or secure tie down devices on empty cars, a charge of \$125 per car will be assessed against the car owner. Loaded cars will not be moved unless all doors, hatches, gates and tie down devices are secured.

ITEM 240

CARS BILLED "TO ORDER NOTIFY"

Cars will not be accepted under this tariff for delivery if billed "To Order Notify."

ITEM 250**PERISHABLE FREIGHT**

Perishable freight under refrigeration will be accepted from connecting lines for delivery to consignee located on Palmetto Railways with the understanding that protective service is not provided.

ITEM 260**PLACING CARS ON ASSIGNED TRACKS FOR LOADING OR UNLOADING BY OTHER THAN OWNERS**

Cars will be placed on private or assigned sidings for other than owners on permission from such owners or users.

ITEM 270**CARS MOVED FROM LOADING TRACKS AND HELD FOR BILLING INSTRUCTIONS**

- (a) When on shipper's order, cars are removed by carrier from industry tracks and held by carrier awaiting forwarding directions as defined in Item 1005, Tariff RIC 6004-Series, the same rate as otherwise applicable on Intra-Terminal movements will be assessed against the party ordering the car moved and the car will remain on continuous demurrage or detention in the demurrage account of the party in whose name the car was ordered for loading until such forwarding directions are received by carrier's agent.
- (b) When on shipper's order, cars are removed by carrier from industry tracks and prior to departure from origin station are subsequently returned to complete loading, the same rate as otherwise applicable on Intra-Terminal or Inter-Terminal movements, as the case may be, will be assessed for each movement and the car will remain on continuous demurrage in the demurrage account of the party in whose name the car was ordered for loading.

ITEM 280**PAYMENT AND CREDIT TERMS**

Customer shall be liable for the payment of any and all demurrage and other charges accruing on traffic from, to and at stations on the PR. Nothing herein shall limit the right of the PR to require at time of movement, shipment or delivery the prepayment or guarantee of such charges. Customer will pay PR immediately upon presentation of a bill therefor by PR. Palmetto Railways will not accept shipment from customer, make delivery of shipment to customer, 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 PR. PR reserves the right, at its sole discretion, to cancel the credit at any time. Demurrage charges shall continue to apply until such payment or guarantee of all outstanding and current charges has been made.

Except as otherwise provided herein, invoices are due and payable thirty (30) calendar days following presentation of the invoice. Payments received after the expiration of the credit period shall be subject to a service charge of one and one-half percent (1 1/2%) per month (or fraction thereof) of the outstanding balance owed. In addition, a finance charge of one percent (1%) 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.

PR shall be entitled to recover all attorney fees, costs and expenses incurred by PR for the collection of any debt.

ITEM 290**PREPAYMENT OR GUARANTEE OF CHARGES AND SECURITY DEPOSITS FOR PAYMENT OF DEMURRAGE AND OTHER CHARGES**

A security deposit to insure payment of any demurrage, detention, storage or accessorial charges that may accrue will be required from any consignor, consignee, beneficial owner or other responsible parties, hereafter referred to as customer not on credit list/or on bad credit list:

- (1) Is not on carrier's authorized credit list, and
- (2) Fails to pay demurrage, detention, storage or other accessorial charges upon specific written demand referring to this Tariff provision.

The deposit must be paid in cash, certified check, cashier's check or money order before any freight car, container or trailer is delivered to such customer for loading or unloading.

The deposit for each freight car, container or trailer must be in the minimum amount of \$500.00 or up to the maximum amount of demurrage, detention, storage or other accessorial charges that accrued on any one freight car, container or trailer during the preceding 12 months.

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

Security deposits will no longer be required after the customer either,

- (1) Is placed on carrier's authorized credit list, or
- (2) Has paid all outstanding demurrage, detention, storage and other accessorial charges and has given assurance to the satisfaction of the carriers office that future demurrage, detention, storage and other accessorial charges will be paid within the credit period prescribed by the STB.

