

SUPPLEMENT 776

Contains All Changes To:  
I.C.C. T ASD 8017

TASD RAIL TERMINAL TARIFF NO. 8017



TERMINAL RAILWAY  
ALABAMA STATE DOCKS  
ALABAMA STATE PORT AUTHORITY

CHARGES, RULES AND REGULATIONS  
GOVERNING  
DEMURRAGE, SWITCHING AND OTHER RAIL TERMINAL SERVICES  
ON  
RAIL CARS AND ALL FREIGHT IN OR ON CARS  
BETWEEN  
POINTS ON THE RAILS OF THE  
TERMINAL RAILWAY ALABAMA STATE DOCKS  
AT  
**MOBILE, ALABAMA**  
INCLUDING  
INTERCHANGE WITH CONNECTING RAILROAD CARRIERS

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# TERMINAL RAILWAY ALABAMA STATE DOCKS (TASD)

## Tariff No. 8017

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## **SECTION 1**

### **General Rules, Regulations and Definitions**

#### **10 Application of Tariff - General**

The Terminal Railway Alabama State Docks under this Tariff provides for the movement of cars to and from switches, tracks, industries and warehouses within the yard or switching limits of Terminal Railway Alabama State Docks at Mobile, Alabama. All services to be performed by this Carrier are subject to Federal, State and Municipal Laws and Regulations, such as embargoes, quarantines and special orders.

#### **20 Switch Movement**

A switch movement as referred to herein, is defined as a switching service performed to or from private or assigned sidings, industries, switches and tracks of the Terminal Railway Alabama State Docks within its yard or switching limits preceding or following a movement by rail or water carriers; also the movement of cars in other special switching services described in this Tariff. For Switching Charges, Rules and Regulations, see Items 240-390.

#### **30 Interstate, Intrastate and Water Traffic**

Rules Regulations, Charges, Privileges and Special Services authorized in this Tariff are applicable, where otherwise provided herein, on interstate and intrastate traffic, also on traffic to and from the rails of the Terminal Railway Alabama State Docks preceding or following a movement by rail or by water. Except where otherwise provided in this Tariff, rates and charges apply on Interstate, Intrastate, Export, Import, Coastwise and Intercoastal traffic.

#### **40 Connecting Terminal Switching and Connecting Railroad Carriers**

Connecting Terminal Switching is defined herein to mean the switch movement by Terminal Railway Alabama State Docks of a line-haul proprietary car, preceding or following a line-haul movement by Connecting Railroad Carriers, to or from tracks, industries, piers or warehouses located on Terminal Railway Alabama State Docks from or to, as the case may be, its Connecting Railroad Carrier Interchange Tracks with the AGR, CGR, BNSF, CSX, CN, KCS & NS at Mobile, Alabama.

#### **Connecting Railroad Carriers**

AGR – Alabama and Gulf Coast Railroad

CGR – Central Gulf Railway

BNSF – Burlington Northern Santa Fe

CSX – CSX Transportation

CN – Canadian National Railway

KCS – Kansas City Southern

NS – Norfolk Southern

#### **50 Inter-Terminal Switching**

Inter-Terminal switching is defined herein to mean that portion of switch movements by Terminal Railway Alabama State Docks of a car, originating or terminating on Connecting Railroad Carrier within the switching limits of Mobile, Alabama to or from tracks, industries or warehouses located on Terminal Railway Alabama State Docks with the AGR, CGR, BNSF, CSX, CN, KCS & NS and has application to overhead or bridge traffic (i.e. one carrier handling for account of another).

For rules, regulations and charges of Connecting Railroad Carriers for their portion of the switch movement beyond the Connecting Railroad Carrier Interchange Tracks, see terminal and switching tariffs published by those lines.

#### **60 Intra-Terminal Switching**

Intra-Terminal switching service is defined herein to mean the switch movement, other than Intra-Plant movement, of a car over the tracks of Terminal Railway Alabama State Docks from a track (other than Connecting Railroad Carrier Interchange Tracks), industry or warehouse on Terminal Railway Alabama

State Docks to another track (other than Connecting Railroad Carrier Interchange Tracks), industry or warehouse on Terminal Railway Alabama State Docks.

### **70 Intra-Plant Switching**

Intra-Plant switching is defined herein to mean that movement by Terminal Railway Alabama State Docks of a car from one track to another within the same industry located on Terminal Railway Alabama State Docks, for loading or unloading or to complete loading or unloading, as the case may be, when such movement is immediately prior or subsequent to other switch movement for which Terminal Railway Alabama State Docks receives switching charge as otherwise provided in the tariff.

### **80 Industries**

In the operation of this tariff, each individual Pier, Wharf and Warehouse owned and operated by the Alabama State Docks shall be considered a separate industry. For the list of Industries, State owned and privately owned, see Item 340.

### **90 New Industries**

Traffic to and from new Industries established at Mobile, Alabama and reached by tracks of the Terminal Railway Alabama State Docks and not specifically named in this Tariff, will be subject to all provisions and charges published in this Tariff applicable on switch movements to and from the switching zone in which the new Industry is located.

### **100 Change in name of Industries**

Where Industries or Firms are specifically referred to by name herein, the switching charges will continue to apply although such Industries or Firms may undergo a change in name of ownership, provided there is no change in location.

### **110 Public Delivery Tracks**

Public delivery tracks are certain designated tracks set aside or assigned for the purpose of placing carload shipments thereon for delivery to consignees, or for placing empty cars for loading by consignors.

### **120 Constructive Delivery of Freight to Connecting Railroad Carriers**

When consignees are located on private or assigned sidings of Connecting Railroad Carriers, and when on their request, cars are placed upon the usual Interchange track(s) with such Connecting Railroad Carrier(s), such placement will constitute delivery of freight to the consignees, insofar as it concerns the duty of the Terminal Railway Alabama State Docks.

### **140 Private Cars**

Private Car is a car having other than railroad ownership. A lease of a car is equivalent to ownership. Private cars must have the full name of the owner or lessee painted or stenciled thereon or must be boarded with wooden, metal or car boards showing the full name of owner or lessee, and, if car-boarded, the car's board must also show initials and number of car and date of shipment.

### **150 Private Track**

Private Track is a track outside of carrier's right of way, yard and terminals, and of which the carrier does not own either the rails, ties, roadbed or right of way; or a track or a portion of a track which is devoted to the purpose of its user either by lease or written agreement, in which case the lease or written agreement will be considered as equivalent to ownership.

### **160 Export**

The term Export Traffic as used herein has reference to cars at Mobile, Alabama placed for delivery of traffic for transportation by vessel to all foreign countries (except Canada, Newfoundland and the Islands of Miquelon and St. Pierre), also to the Canal Zone of Panama, Hawaii and the Insular Possessions of the United States (Guam, Puerto Rico, Tutuila (American Samoa) and Virgin Islands).

### **170 Import**

The term Import traffic as used herein has reference to cars placed for the loading of traffic at Mobile, Alabama from vessels originating in all foreign countries (except Canada, Newfoundland and the Islands of Miquelon and St. Pierre), also from the Canal Zone of Panama, Hawaii and the Insular Possessions of the United States (Guam, Puerto Rico, Tutuila (American Samoa) and Virgin Islands).

### **180 Intercoastal**

The term Intercoastal traffic as used herein has reference to cars placed for loading or delivery of traffic at Mobile, Alabama interchanged with vessels originating at or destined to points on the Pacific Coast of the United States or British Columbia and moving via the Panama Canal.

### **190 Coastwise**

The term Coastwise traffic as used herein has reference to cars placed for loading or delivery of traffic at Mobile, Alabama interchanged with vessels, barges or other means of water transportation originating at or destined to points on the Atlantic, Gulf, Great Lakes or Saint Lawrence Seaway Coasts of the United States, also Canada (except British Columbia), including Newfoundland and the Islands of Miquelon and St. Pierre.

### **200 Reference to Tariffs, Items, List, Rules or Notes**

Where reference is made in this Tariff to a Tariff, Item, List, Rule or Note, such reference will also embrace any revision or successive issue of such Tariff, Item, List, Rule or Note.

### **210 Demurrage Rules and Charges**

All demurrage accruing on the Terminal Railway Alabama State Docks shall be computed, assessed and collected by the Terminal Railway Alabama State Docks.

#### **A. Domestic Tariff**

Except as otherwise specifically provided in Tariff or in Exception in this Item, cars placed for the loading or delivery of Domestic traffic, that is traffic other than export, import, intercoastal or coastwise as defined herein, are subject to the provisions of Car Demurrage Rules and Charges as published in Agent, H.J. Positano Freight Tariff ICC PHJ 6004 supplements thereto or reissues thereof.

#### **B. Export, Import, Intercoastal and Coastwise Traffic**

Rail cars used in the handling of export, import, intercoastal and coastwise traffic originating or terminating on the Terminal Railway Alabama State Docks shall be subject to car demurrage rules and charges as published in Section 3 of this Tariff when prior or subsequent transit charges are assessed on normal rates. When incentive rates have application to prior or subsequent transit, free time allowances and detention charges assessed by the T ASD will be in connection with the conditioned applicable through transit rate.

### **220 Explosives and Other Dangerous Articles (Includes all Hazardous Material Cargos)**

All cars containing explosives and other dangerous articles moving over the tracks of the Terminal Railway Alabama State Docks are subject to Regulations governing the acceptance and transportation, also specifications for shippers' containers and restrictions, as published in Agent T. C. George's Tariff No. 15. ICC 15, supplements thereto and reissues thereof. A ~~\$64.4862.60~~ surcharge will apply on the loaded cycle of the interline switching..

### **230 National Service Order Tariff**

This Tariff is subject to provisions of various Surface Transportation Board Service Orders and General Permits as shown in National Service Order Tariff NSO 6100 Series.

## **SECTION 2**

## Switching Charges, Rules and Regulations

### 240 Application of Switching Charges

- A. Switching charges published in this Section apply for the switch movement of cars over the rails of TASD from and to points in its tracks without regard to the weight of the lading in the car.
- B. Except as otherwise specifically provided, switching charges published in this Section apply to the movement of a loaded car one way and the return of the empty, or the placing of an empty car and returning it loaded; and also apply to round-trip switching of empty cars which are ordered and used for intra-plant movement when such cars are not under revenue load on release and return to TASD.
- C. Cars handled in switching service loaded will be entitled to one free switch movement empty, including delivery to Connecting Railroad Carrier within the switching or yard limits of TASD.
- D. When so-called articulated cars (two or more car units permanently or temporarily joined together) are handled in switch movement by TASD, the switching charges published in this Section will apply separately to each unit of the articulated equipment.

### 245 Request for Ordering Railcars

Empty railcar orders will be placed with the connecting line haul carrier by the entity that wishes to load them. Orders for empty railcars will not be placed by TASD.

### 250 Cars Ordered for Loading and Not Used

If an empty car is ordered for loading and the service of switching or placing it has been performed, and the car is not loaded, the switching charge published in Item 350 of this Tariff shall be applicable to the return empty movement the same as if the car had been loaded, and such charge will be assessed to the customer, person, firm or corporation ordering the car.

### 260 Privately Owned Equipment Placed and/or Stored on Private Tracks but Not Used

If privately owned equipment is ordered for loading or storage on private tracks, and the service of switching or placing it has been performed and the car is not loaded, but subsequently, an additional outbound switch movement is performed, the switching charges published herein that are applicable to the movement of the car had it been loaded will be charged.

### 270 Switching to Public Delivery Tracks

Terminal Railway Alabama State Docks will accept from its Connecting Railroad Carriers carload shipments to be switched for delivery on its public delivery tracks in the switching zone where located, however, tracks serving the public wharves may not be used as Public Delivery Tracks for those tracks are exclusively for delivery of cars to the steamship companies to which wharf allotments have been specifically assigned by the Alabama State Docks.

### 280 Placement of Cars

When, upon request of consignee, cars arriving via Connecting Railroad Carrier Interchange from Connecting Railroad Carriers, are placed upon private or assigned sidings located on, or connected with Terminal Railway Alabama State Dock tracks, such placement will constitute delivery of the freight to the consignee.

### 290 Reordering Placement of Cars to Complete Loading or Unloading

On cars placed for loading or unloading at an industry, public delivery track or wharf track on the TASD, and before or following placement such cars are ordered to other locations on the rails of the TASD to complete loading or unloading, as the case may be, an extra switching charge of ~~\$254.33~~**246.92** per car will be assessed on all freight (See Exceptions) for each placement after the initial placement to cover the extra switching service performed. (See Note) The charges specified in this Item are in addition to the regular switching charge otherwise provided in this section for the character of switching service involved in the entire movement.



**Note:** Also applicable to each separate placement when, prior or subsequent to placement for loading or unloading, gondola cars on orders are placed on T ASD Team Tracks for the removal or replacement of covers, as the case may be.

**Exceptions:**

1. The provisions of this Item do not apply in connection with Intra-Plant movement.
2. On explosives and articles listed in Item 330, the extra switching charge is \$427.47415.02 per car, per placement after the initial placement.

**300 Reconsignment, Diversion or Reshipment, Holding Cars for Orders**

- A. On cars received by the T ASD from connecting lines or industries for delivery to a location on the T ASD and prior or subsequent to placement are reconsigned, diverted or reshipped to another location on the tracks of the T ASD, or held in transit for such other orders (See NOTE), an extra switching charge of \$254.33246.92 per car (See EXCEPTION) will be assessed to cover the extra switching service performed.
- B. On cars received by the T ASD from industries and subsequently reconsigned, diverted or reshipped to a location on the rails of connecting lines within the Industrial Switching Limits of Mobile, Alabama, or held in transit for such or other orders, an extra switching charge of \$254.33246.92 per car (See Exception) will be assessed to cover the extra switching service performed. The charges specified in this Item are in addition to the regular switching charge otherwise provided in this Section 2 for the character of switching service performed from and to the highest rates for Zones involved in the entire movement.
- C. 24 hours (1 day) Free Time will be allowed on cars held for reconsignment, diversion or reshipment, or held in transit on order of consignor, consignee or owner of the goods or his agent, beginning with the first 7 A.M. following initial receipt of the car, after which the car will be subject to established demurrage rules, regulations and charges otherwise provided.

**Note:** Tank cars, under lease or of private ownership, furnished by shippers without expense to T ASD, received from connections, and containing solids, semi-solids or liquids for export, required to be diverted under conditions and charges provided in this item to a location on T ASD for heating may on request, be spotted on leased tracks of shippers prior to diversion for holding, without additional charge and without break in the continuity of the original switch movement.

**Exception:** On explosives and articles listed in Item 330, the extra switching charge is \$427.47415.02 per car.

**310 Overloading of Cars**

- A. Terminal Railway Alabama State Docks will not accept from Shippers or Connecting Railroad Carriers for movement over its rails, cars that are loaded in excess of the stenciled load limit as shown on the car or in the absence of such stenciled load limit the loading capacity of the car as shown in the Official Railway Equipment Register, issued by the Railway Equipment and Publication Company, Agent ICC-RER-No. 6412, supplements thereto or successive issues thereof.
- B. When cars are loaded at Industrial tracks, or by Shippers at Public Delivery tracks or wharf tracks, such cars after being weighed and found overloaded in violation of the above rules, will be returned to the Industry or Shipper for release of the excess load, and such cars will be subject to the applicable intra-terminal switching charge plus a weighing charge as specified in Item 320.

**320 Blanked**



### 330 Explosives and Other Dangerous Articles, List of

Where reference is made to this Item, rates or charges apply on explosives and other dangerous articles classed as "Explosive A" or "Explosive C" in Commodity List, Part 172, of the Bureau of Explosives' Tariff No. BOE-6000, supplements thereto or successive issues thereof.

### 340 Geographical Description of Switching Zones

Connecting Railroad Carrier Interchange Tracks are located in ZONE 1. The chart below is a list of Switches, Tracks, Industries, Piers, and Warehouses within the Yard or Switching limits of T ASD at Mobile, Alabama and Switching Zone Locations:

ZONE	COMPANY
5	Alabama State Docks Coal Transfer Facility (McDuffie Island), and Container Facilities near Brookley
1	Alabama State Docks General Cargo
3	Zenith Energy (Formerly ARC Terminals) – Port of Chickasaw
1	ARGEX Inc. (Formally Farmer's Grain)
2	Berg Pipe
1	Buchanan Lumber Company
3	Crimson Shipping – Port of Chickasaw
3	DPC Entreprises
1	ELG Metals
2	Central Gulf Railcar Services (Formally FSI)
2	Kemira
2	Kimberly Clark
2	Merchants Transfer Company
3	Center Point – Port of Chickasaw
3	Occidental Chemical
3	Southern Ionics – Port of Chickasaw
1	Argos USA LLC

**Zone 1** - T ASD Main Line Station 95 +02.00 AT North Abutment of Three Mile Creek Bridge and all locations or spurs south thereof on and west of west bank of the Mobile River.

**Zone 2** - T ASD Station 23 +59.58 at ownership marker on Chickasaw Branch Line and all locations on spurs south thereof or west of west bank of the Mobile River north of Zone 1.

**Zone 3** - All locations on Chickasaw Branch other than shown in Zone 2.

**Zone 4** - Previous Frascati Yards location

**Zone 5** - McDuffie Island, Brookley Industrial Complex

**350 Switching Charges in Connection with Terminal Switching and Interchange Tracks with Connecting Railroad Carriers (See Item 40)**

<b>Connection with Terminal Switching Applying On</b>	<b>Switching Charges (See Item 40)</b>	<b>Charge Per Car</b>
ALL FREIGHT for which charges are not otherwise specifically provided in this Item, in or on cars	All switches, tracks, industries and warehouses located on TASD in <b>Zone 1</b> (See Item 340), single car shipments	<del>\$344.74</del> <u>334.70</u>
	All switches, tracks, industries and warehouses located on TASD in <b>Zone 2</b> (See Item 340)	<del>\$428.33</del> <u>415.85</u>
	All switches, tracks, industries and warehouses located on TASD in <b>Zone 3</b> (See Item 340)	<del>\$600.26</del> <u>582.78</u>
	All switches, tracks, industries and warehouses located on TASD in <b>Zone 4</b> (See Item 340)	<del>\$600.26</del> <u>582.78</u>
	All switches, tracks, industries and warehouses located on TASD in <b>Zone 5</b> (See Item 340)	<del>\$600.26</del> <u>582.78</u>
Auto Carriers	All switches and track located in <b>Zone 1</b> (See Item 340)	<del>\$409.23</del> <u>397.31</u>
Bulk Grain, Oil Seeds and/or products thereof destined for the Grain Elevator AGREX Inc. (Formally FGDI)	All switches and track located in <b>Zone 1</b> (See Item 340)	\$107.19
Berg Spiral Pipe	All switches and tracks located at Berg Spiral Pipe in <b>Zone 2</b>	<del>\$342.66</del> <u>332.68</u>
ARC Terminal, Crimson Shipping and Center Point	All switches and tracks located at Port of Chickasaw in <b>Zone 3</b>	<del>\$600.26</del> <u>582.78</u>
Empty Cars - ordered and placed, but not used, cancelled or rejected	All switches, tracks, industries and warehouses on TASD	<del>\$450.84</del> <u>437.71</u>
Empty Rail Cars received in interchange or terminating in Zone 1	For repair service only in <b>Zone 2</b> Add hazmat surcharge when applicable	<del>\$151.30</del> <u>146.89</u>
Empty Rail Cars terminating in Zone 5	For repair service only in <b>Zone 2.</b> Add hazmat surcharge when applicable	<del>\$259.96</del> <u>252.39</u>
Coal, in or on cars McDuffie Coal Facility	McDuffie Coal Facility in <b>Zone 5</b> (See Item 340)	<del>\$221.75</del> <u>215.29</u>
	Unit Trains 50 cars or more at McDuffie Coal Facility only in <b>Zone 5</b>	<del>\$155.40</del> <u>150.87</u>
TIH and PIH Hazardous Cargo Regular Hazmat Surcharge	All locations on TASD	Double Rate
		Add <del>\$64.48</del> <u>62.60</u>
Idler cars	All locations on TASD	Zone applicable

### 360 Inter-Terminal Switching Charge (See Item 50)

Connecting Railroad Carrier Interchange with AGR, CGR, BNSF, CN, CSX, KCS & NS

Interchange to Zone	Charge per car
1	\$ <del>400.00</del> <u>388.35</u>
2	\$ <del>477.62</del> <u>463.71</u>
3	\$ <del>637.63</del> <u>619.06</u>
4	\$ <del>637.63</del> <u>619.06</u>
5	\$ <del>637.63</del> <u>619.06</u>

Above rates are applicable on all traffic handled in overhead, bridge, or intermediary movement (i.e., one carrier handling for account of another).

### 370 Intra-Terminal Switching Charges (See Item 60)

Between Zones	1	2	3	4	5
And					
1	<del>\$459.71</del> <u>446.32</u>				
2	<del>\$550.45</del> <u>534.42</u>	<del>\$459.71</del> <u>446.32</u>			
3	<del>\$644.79</del> <u>626.01</u>	<del>\$550.45</del> <u>534.42</u>	<del>\$459.71</del> <u>446.32</u>		
4	<del>\$644.79</del> <u>626.01</u>	<del>\$679.41</del> <u>659.62</u>	<del>\$767.77</del> <u>745.41</u>	<del>\$459.71</del> <u>446.32</u>	
5	<del>\$679.41</del> <u>659.62</u>	<del>\$767.77</del> <u>745.41</u>	<del>\$821.51</del> <u>797.58</u>	<del>\$550.45</del> <u>534.42</u>	<del>\$459.71</del> <u>446.32</u>

**Note – Hazardous railcars with TIH/PIH rates will be billed doubled.**

**Exception:** When privately owned or leased cars are handled in movement between leased storage tracks in Zone 1 and industries located in Zone 3, a charge of ~~\$527.77~~512.40 per car movement will be assessed.

### 380 Intra-Plant Switching Charges (See Item 70)

	Per Movement
Per Car	A - <del>\$254.33</del> <u>246.92</u> B - <del>\$386.87</del> <u>375.60</u>

- A. Applies on all freight, in or on cars, except as provided in reference mark "B" in this item, and is in addition to switching charges otherwise provided in this Tariff.
- B. Applies on all freight, in or on cars, ONLY when empty cars are ordered and used for Intra-Plant movement and on release and return to T ASD and are not under revenue load.

### 390 Special Switching Charges

A. Loaded cars previously permitted but not received on Interchange prior to dispatchment of daily terminal switching operations will be handled in the following day's business.

**Exception:** Upon special request of consignee, consignor or cargo agent, the T ASD shall, predicated on operational feasibility, perform Special Switching services between its Interchange and Zones 1, 2, 3, 4, and 5, and/or between the Zones. Charges assessed for Special Switching shall be ~~\$673.44~~653.83 per car, per movement, with a ~~\$1,048.38~~1,017.84 minimum and shall be in addition to any other applicable switching charge normally assessed by T ASD in connection with the traffic involved.

**Note:** Any Rail Cars received on Connecting Railroad Carrier Interchange with more than 4 axles, and/or other cars, including locomotives, that require special handling will be assessed a Special Switching rate of ~~\$764.20741.94~~ per car, per movement.

- B.** If, upon request of Customer or Connecting Railroad Carrier, cars are TURNED to permit loading, unloading or for any other purpose, a charge of ~~\$673.44653.83~~ per car will be assessed the requesting party, and will be in addition to all other applicable charges.
- C.** If, upon request of Customer or Connecting Railroad Carrier, a T ASD locomotive and operating crew are used in STANDBY SERVICE, the requesting party will be assessed a charge of ~~\$435.83423.14~~ per hour, or fraction thereof, with a 6 hour minimum, and will be in addition to all other applicable charges.
- D.** Charges or rates for services not specifically provided for in this Tariff will be furnished upon request. Contractual agreements may supersede Tariff.
- E.** Excessive dimensional cargo will be assessed ~~\$515.00500.00~~ per car, per movement.

### **SECTION 3**

#### **Car Demurrage on Export, Import, Intercoastal and Coastwise Traffic**

##### **400 Application of Charges, Rules and Regulations**

Car Demurrage Charges, Rules and Regulations published in this SECTION 3 are applicable on Export, Import, Intercoastal and Coastwise traffic moving over the rails of Terminal Railway Alabama State Docks at Mobile, Alabama, except as otherwise provided.

##### **410 Cars Subject to Demurrage, Cars Not Subject to Demurrage**

###### **A. Cars Subject to Demurrage**

Cars of either railroad or private ownership, held for or by consignors or consignees for loading, unloading, forwarding, directions or for any other purpose are subject to these demurrage rules, except as provided in **B** of this Item.

###### **B. Cars Not Subject to Demurrage**

The following cars are NOT subject to these demurrage rules:

- 1.** Cars under load with livestock. This exemption does not include cars held for or by shippers for loading livestock. Live Poultry will not be considered as livestock.
- 2.** Private cars on private tracks when the ownership of the car and track is the same.
- 3.** Empty private cars stored on railroad or private tracks, including such cars sent by the owner to a shipper for loading, provided the cars have not been placed or tendered for loading on the order of a shipper.

**Note:** For the purpose of this exemption from demurrage, if the name of lessee of the private car is painted, stenciled or boarded on car, then the car is exempt from demurrage for the lessee only. If name of lessee is not painted, stenciled or boarded on car, then the car is exempt from demurrage for the owner only.

- 4.** Private cars while held under constructive placement for delivery upon the tracks of their owners, demurrage charges published in RAILROAD PUBLICATION SERVICES, AGENT Freight Tariff RPS 6004-P, supplements thereto or successive issues thereof apply.
- 5.** Cars containing freight consigned to Mobile, Alabama for export, coastwise or intercoastal movement and subsequently delivered locally or reconsigned or reshipped to another rail destination, will be subject to Car Demurrage Rules and Charges published in RAILROAD PUBLICATION SERVICES, AGENT Freight Tariff RPS 6004-P, Supplements thereto or successive issues thereof.

#### 420 Free Time Allowed

Except as provided in Item 210 of this Tariff and in this Item, free time for loading and unloading cars of all commodities will be as follows:

- A. 48 hours (2 days) will be allowed to load, and 72 hours (3 days) will be allowed to unload all cars received from or to be delivered to Connecting Railroad Carriers. Loading includes the furnishing of forwarding instructions on outbound cars.
- B. 24 hours (1 day) will be allowed when cars are held for reconsignment, diversion or reshipment, or held in transit on order of consignor, consignee or owner. (See Item 300)
- C. If a Connecting Railroad Carrier, consignor or consignee or their agents wish any car held at any break-up yard or a hold-yard before placement, such car will be subject to demurrage. That is to say the time held in the break-up yard or hold-yard will be included within the FREE TIME PERIOD.
- D. When a car is placed for loading or unloading, whether or not partly loaded or unloaded at point where so placed, and is moved by railroad or private power to another point within the confines of the same industry or the same public delivery yard to load or unload, 48 hours (2 days) free time will be allowed for the entire transaction.

#### 430 Claims

No demurrage charges shall be collected under the rules provided in this Tariff for detention of cars through causes named in this Item. Demurrage charges, charges assessed or collected under such conditions shall be promptly cancelled or refunded.

**Causes:** Weather interference, frozen or congealed lading, floods, earthquakes, hurricanes or tornadoes.

**Note 1:** When any of the above conditions exist during the prescribed free time and is impossible to employ men or teams to load or unload, or impossible to place freight in cars or move it to cars without serious damage to the freight, the free time shall be extended until a total number of hours of free time allowed from such interference shall have been allowed.

**Note 2:** A consignor/consignee shall not be absolved from demurrage under this Item if considering the character of the freight, others similarly situated and under the same conditions reasonably could and did not load or unload cars during the same period of time.

#### 440 Computing Time

- A. On cars for loading, time will be computed from the first 7:00 A.M. after placement.
- B. On cars held for unloading, time will be computed from the first 7:00 A.M. after arrival of car.  
**Note:** In computing free time, Saturdays and Sundays will be excluded if they fall within the initial free time period. Demurrage will commence at 7:00 A.M. on the first subsequent day succeeding expiration of the free time period including Saturdays and Sundays. When a Holiday shown below falls on Sunday, the following Monday will be excluded in computing free time.  
**Holidays** - Where reference is made in this Tariff to "Holidays" it means the following: New Year's Day, Independence Day, Veterans Day, Christmas Day, Mardi Gras Day, Labor Day, Thanksgiving Day.

#### 450 Demurrage Charges

- A. Except as provided in paragraph B, after expiration of free time as allowed in Item 420, the demurrage charges shall be ~~\$74.0371.87~~ per car, per day, or fraction of a day, and will be assessed until car is released, and demurrage charges will accrue on all Saturdays, Sundays and Holidays (see Item 440) subsequent to the last free day. See Note
- B. After expiration of free time provided in Item 420, detention of cars containing export, outbound coastwise or outbound intercoastal traffic resulting from strike interference will be charged at a rate of ~~\$44.1842.89~~ per car, per day, or fraction of a day, including Saturdays, Sundays and Holidays (see Item 440) from the first 7:00 A.M. after such interference begins until the first 7:00 A.M. after the interference ceases, or when due to such interference, cars are held under constructive placement as provided in Item 460.

**Note:** The provisions of paragraph B will apply only when claim in writing is presented to this railroad within thirty days, exclusive of Saturdays, Sundays and Holidays (See Item 440) after the date on which strike ceases, stating the date and time interference began and ceased.

- C. Cars containing freight consigned to Mobile, Alabama for export, coastwise or intercoastal movement and subsequently delivered locally or reconsigned or reshipped to another rail destination will be subject to demurrage charges as published in RAILROAD PUBLICATION SERVICES, AGENT Freight Tariff RPS 6004-P, supplements thereto or reissues thereof.

#### **460 Placement of Cars for Unloading**

When delivery of freight in cars for trans-shipment by vessel cannot be made on account of the inability of the consignee or vessel to receive it, or because of any other condition attributable to the consignee or vessel, such car will be held at destination, or if it cannot be reasonably accommodated at destination, such car will be held at the nearest available hold point. Cars placed at the nearest available hold point will be considered constructive placement. Under this Item, any railroad delay in making delivery shall not be computed against the consignee.

#### **470 Placement of Cars for Loading**

- A. Cars for loading will be considered placed when such cars are actually placed or held for orders of the consignor. Concerning cars held for orders, the agent must send or give the consignor written notice of all cars, which he has been unable to place because of conditions of the other-than-public delivery-track or because of other conditions attributable to the consignor.
- B. When cars are placed on orders and not used in transportation service, demurrage will be charged from actual or constructive placement until released, with no free time allowance. When a car so ordered and placed on a public track is not used, and no advice from the party who ordered the car has been received within 48 hours (2 days) exclusive of Saturdays, Sundays and Holidays (See Item 440) from the first 7:00 A.M. after placement, the car may be removed and treated as released at the time of removal.
- C. In the event a car is rejected account not suitable for loading, the party ordering the car must advise this railroad of rejection and condition that caused car to be rejected within 24 hours (1 day), exclusive of Saturdays, Sundays and Holidays, after actual placement. These provisions will also apply in connection with cars that are held on constructive placement on shipper-owned or leased tracks. If rejection has not been made within time specified in the previous paragraph, demurrage will be charged for all detention, without any free time allowance.
- D. Cars placed in advance of the date for which ordered for loading, time will be computed from 7:00 A.M. of the day for which so ordered.

### **SECTION 4 Rail Car Storage**

#### **480 Car Storage Rules and Charges**

The rules and charges in this Section apply to cars of any ownership, or control, assigned to a given T ASD customer for their sole use at a specific location on T ASD. In the event a car subject to this Section arrives at T ASD and such car cannot be reasonably accommodated at designated point of consignment, such car will be held at any available hold point.

##### **A. Computation of Storage Charges**

- 1. Storage will be computed from the first 7:00 A.M. after arrival until car order want date, or until demurrage start date for cars loaded or unloaded and released prior to car order want date.
- 2. Charges will be calculated and billed on a monthly basis on all cars released from storage during each calendar month.
- 3. Once storage charges commence, charges are applicable on all days including Saturdays, Sundays and Holidays.
- 4. The number of chargeable storage days will be assessed at ~~\$59.71~~\$57.97 per day.



**B. Railcar Storage for Cars in Excess of Track Lease Agreement**

When the total number of rail cars exceeds that provided for in a Track Lease Agreement, the Storage Rules and Charges in this Section will apply to the excess cars.

**C. Blanked**

**D. Hazardous Material Railcar Storage**

Hazmat cars will be billed \$~~149.26144.91~~ per car, per day, while held, until ordered. TIH-PIH (toxic inhalant hazard & poison inhalant hazard) defined by AAR Circular OT-55-Series L will be assessed \$~~597.02579.63~~ per car, per day, while held until ordered.

**SECTION 5**

**Connecting Railroad Carriers**

**500 Interchange Trackage, Tracks and Interchange Agreements**

- A. The TASD Interchange and other such Trackage and Tracks accessible to Connecting Railroad Carriers shall be controlled and governed by TASD and applicable Rules and Regulations.
- B. Connecting Railroad Carriers desiring to use TASD Trackage and/or Tracks for Interchange, or otherwise, shall enter into and maintain a written Interchange Agreement with TASD.

**510 Connecting Railroad Carrier Storage and Interchange Charges**

**A. Storage Charges for Failure to Pull Interchange**

Connecting Railroad Carriers shall be billed storage charges monthly, accrued daily, per car, for failure to pull Interchange delivered by TASD and offered by Electronic Data Interchange (EDI), and for failure to pull Interchange delivered by Connecting Railroad Carriers. For purposes of this Item **510 A** herein, the clock shall start at the first 0700 hours after the EDI time, or, at the first 0700 hours after actual delivery of cars for a Connecting Railroad Carrier. Charges shall be assessed as follows:

- 1. Pulled within 24 hours.....No Charge
- 2. Pulled between 24 - 36 hours.....\$~~28.6527.82~~ per car
- 3. Pulled between 36 - 48 hours.....\$~~57.3155.64~~ per car
- 4. Pulled between 48 - 60 hours.....\$~~112.23108.96~~ per car
- 5. Pulled after 60 hours.....\$~~358.21347.78~~ per car

**B. Connecting Railroad Carriers using TASD Trackage and/or Tracks for Interchange with Railroad Carriers other than TASD**

When Connecting Railroad Carriers desire to use TASD Trackage and/or Tracks for Interchange with Railroad Carriers other than TASD, or otherwise, the following will apply:

- 1. Prior to entering TASD Trackage and/or Tracks, the Railroad Carrier moving/delivering the cars must provide an advance inline consist to TASD (by fax, email, paper copy, etc).
- 2. The advance inline consist must contain the Initials, Numbers and all Federally required Hazardous Material shipping information for all cars that will be moved/delivered upon TASD Trackage and/or Tracks.
- 3. The Railroad Carrier moving/delivering such cars will be assessed an Interchange Charge of \$~~87.4284.87~~ per car. This charge will be assessed against the line haul carrier.

**C. Setback Charges**

Where no reciprocal agreement exists between TASD and a Connecting Railroad Carrier, TASD shall assess the same per car setback charges as the applicable Connecting Railroad Carrier would assess TASD for setback cars.

**D. Blanked**

**E. Switching Bad Order Cars to Rip Track**

A charge of \$~~417.92405.75~~ per car will be assessed to any entity requesting cars to be placed on the Rip Track for repairs, inspections, load adjustments, etc.



#### **F. Switching Refrigerated Cars**

When a third party request switching reefer cars to Rip Track for third party servicing of the cooling unit a ~~\$463.50~~~~450.00~~ per move will be assessed to the requesting party.

### **SECTION 6 Miscellaneous**

#### **600 Freight Requiring Heat or Refrigeration**

TASD is under no obligation to provide Mechanical Protective Service against heat or cold and will assume no responsibility for loss or damage arising from lack of same.

#### **610 Charge for Opening and Closing Car Doors**

When, upon request, TASD performs the service of opening and closing car doors, a charge of ~~\$114.64~~~~111.30~~ will be assessed the requesting party. This also applies to US Customs and Border Protection inspections.

#### **620 Payment of Charges**

Accounts not paid within thirty days from date of receipt may be charged a late payment fee of 1 ½% per month, 18% annually.

#### **630 Prepayment of Charges**

The TASD reserves the right to require prepayment of charges published herein.

#### **640 Credit Rules and Regulations**

(EFFECTIVE: October 1, 2011)

Facilities of and funds generated by the Alabama State Port Authority, an agency of the State of Alabama, are the properties of the State, and charges for services performed by the Authority and for the use of its facilities become earned when performed or furnished, and invoices therefore, are payable in full in net funds within 30 calendar days from the date of issue, and this shall be known as the standard credit rule.

Parties responsible for payment of charges, as otherwise provided in tariff, in arrears under the standard credit rule shall be subject to demand for payment of cash in advance for subsequent services and/or use of facilities and the provisions of this paragraph may only be stayed on appeal of error in invoicing pending decision thereon by the Alabama State Port Authority.

Parties in arrears 60 days from date of issue of invoice under the standard credit rule may be removed from all credit lists until the Authority has been furnished a specific performance bond in a sum acceptable to the Treasurer, Alabama State Port Authority, issued by a corporate surety authorized to do and doing business in the State of Alabama, warranting the payment of any and all charges of the Authority thereafter incurred within fifteen (15) days of the date of presentation of each invoice for such charges, and such bond shall not be subject to cancellation except upon twenty (20) days advance written notice by such surety to the Authority. Adequate remedies are otherwise provided for the proper adjudication of any and all claims which might arise against the Authority on the individual merits of each, and under no circumstances may any amount claimed be commingled with or offset out of moneys due the Authority. The Authority reserves the right to refuse service to parties in arrears more that 60 days from date of issue of invoice.

The Authority reserves the right to post on the ASPA website the name of any party and amount owed who continues in arrears 90 days from date of issue of invoice. This information will remain on the ASPA website until account is current and then removed on the next website update.

Companies that do not have an established account with the Alabama State Port Authority must make written application to the Credit Manager for credit before incurring charges. This application will state that all published charges are guaranteed. Three reliable credit references are also requested. As part of the

acceptance of application for credit, Alabama State Port Authority may, at its discretion, require that a security deposit, a performance bond, or irrevocable letter of credit be furnished in favor of the Alabama State Port Authority. The amount of paid deposit, performance bond, or letter of credit shall be fixed by the Alabama State Port Authority, but in no case will this amount be less than ten thousand (**\$10,000**) dollars.

#### **650 Car Cleaning**

A ~~\$515.00~~500 fee will be sent to the previous customer when TASD cars are returned without being cleaned out properly.

#### **660 No Billing**

When cars are released on the TASD without proper billing a fee of ~~\$388.35~~377.04 will be access to the shipper.

#### **670 Switching unit trains to McDuffie**

When switching unit trains to McDuffie zone switching charges will apply and will be access to the line haul carrier.

#### **680 TASD Personnel Services**

When TASD personnel is required to assist a person, customer or sub-contractor a fee **per the applicable AAR rate which changes quarterly** per person, per hour, will be accessed to the requestor. This covers: piloting, TWIC escort, blue flag and derailment inspections, etc.

#### **690 Air Brake Certification Test**

When TASD Carman are required to perform an air test on an outbound train a fee of ~~\$11.26~~10.93 per car will be billed to the line haul carrier.

#### **700 – Procedure on Unsafe or Improperly Loaded Hazardous Cars:**

When a car is deemed unsafe based on the criteria below or for failure to comply with 49 CFR 174.3, a penalty of ~~\$5,150.00~~5,000 may be assessed to the Shipper:

**A:** A car is overloaded, imbalanced or has a shifted load.

**B:** A car is spilling, leaking, or dusting.

**C:** A car containing hazardous commodities or residue is identified after delivery to TADSD for which shipping instructions were not regulatory compliant.

#### **710 McDuffie Stripe Aligned Coal Trains**

In accordance with Alabama State Docks Bulk Division Tariff No. 2, Section 210 – Requirements, Clearances and Dimensions of Railroad Car Dumps, any trains arriving to McDuffie with railcars not properly stripe aligned that will disrupt the dumping operation will incur a charge of ~~\$309.00~~300 per alignment sequence change and must be corrected before returning to McDuffie.

#### **720 Mechanical Forces**

Customers requiring assistance of TADSD Mechanical forces utilizing Boom Truck and Crew (2 men) will be charged at a rate of ~~\$422.07~~409.78 per hour, with a 4 hour minimum.

End