

PORT BIENVILLE RAILROAD

FREIGHT TARIFF PBVR 8000-C (Amending Section 4. C. Demurrage)

RULES AND CHARGES GOVERNING SWITCHING, STORAGE, AND OTHER USES APPLYING BETWEEN AND AT STATIONS OF THE PORT BIENVILLE RAILROAD

LOCAL TARIFF

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

EFFECTIVE: October 1, 2021

ISSUED BY

THE HANCOCK COUNTY PORT & HARBOR COMMISSION AND

PORT BIENVILLE RAILROAD

15054 FRED & AL KEY ROAD, KILN, MS 39553

Tariff for Port Bienville Railroad

1. General Rules and Definitions

Tariff Updates

This tariff's services and terms may be changed without notice. Shippers are advised that the services and terms in effect in this directory on the date of shipment govern, and therefore are advised to obtain the version of this tariff in effect on the date of the shipment.

Holidays

The following are considered Holidays

- New Year's Day (January 1)
- Thanksgiving Day (Fourth Thursday, November)
- Labor Day (First Monday, September)
- Memorial Day (Last Monday, May)
- Independence Day (July 4)
- Washington's Birthday (Third Monday, February)
- Christmas Day (December 25)

If any of the above holidays occurs on a Sunday, the following Monday will be considered a holiday for the purpose of this item. Where federal law provides for the holidays listed above, the dates observed will be as provided by federal law, except where provisions of state laws vary.

Normal Business Hours

7:00 am to 3:30 pm, Monday through Friday, except for Holidays

Charges are Cumulative

All charges established by this tariff are cumulative and may be assessed in any combination.

Weather Interference

If the operations of the consignor or consignee are disrupted due to earthquakes, tornadoes, hurricanes, or floods, demurrage charges will not be applied if the disruption exceeds two (2) days. Request for relief must be received in writing for request to be considered Liability and Claims.

Damaged Cars

Customer is liable for rail cars delivered to or in the custody of customer and in the event of destruction of or damage to said cars for any reason. Customer shall pay the cost of replacement or repairs of such destruction or damage upon presentation of PBVR's invoice for said repairs. Once placed at customer's track, rail cars will be considered as delivered to and in the custody of customer.

Customers are liable for all damage, including damage to PBVR track and equipment that results from failing to safely return an empty railcar. Customers are also liable for costs associated with adjustment or securing of cables and dunnage in empty railcars they release to PBVR.

If there is damage to the car, PBVR will take photos of the damage, notify the customer, and complete the delivery to CSX. If damage needs to be addressed, PBVR will forward the car to the maintenance

yard for repairs before completing the delivery to CSX. Pertinent switching charges will be assessed for these additional movements.

Lading will be transported "as is" unless deemed unsafe by PBVR to do so.

Right to Embargo

Item 0001

If a customer is the subject of congestion, PBVR may issue and maintain an Embargo against all rail transportation by PBVR to and from that customer while congestion exists or otherwise continues.

An Embargo is a temporary method of controlling traffic movements when in the judgment of the serving railroad threatens congestion, accumulation or other interference with operations such as track, bridge or other physical impairments that warrant restrictions. Embargoes may contain a provision for a permit to provide a controlled movement of traffic to an embargoed destination.

2. Payment, Credit, and Collections

Credit and Collection Terms

Unless otherwise provided in an applicable rate document, the credit and collections terms for the PBVR are as follows:

- Bills are due and payable on receipt.
- All charges must be contested in writing within 45 days. Bills not contested within 45 days will be due in full.
- Unless otherwise contractually stipulated PBVR's credit period shall not exceed 30 days from date of invoice, after which a service charge of 5% per month will apply to all customers.
- Invoice or BOL Numbers must accompany payments.

Customer Financial Responsibility

Security deposits for payment of demurrage, detention, storage and other accessorial charges

Customers will be required to apply for credit with the PBVR. Credit will be granted solely at the discretion of PBVR.

A security deposit to ensure payment of any demurrage, detention, storage or any other charges that may accrue will be required from every customer who:

- Does not have credit with the PBVR or
- Has a history of delinquency or non-payment of any PBVR invoice(s)

PBVR will determine the suitability of the security tendered. (All instruments of deposit are hereinafter referred to as "Security").

Once the customer is placed on PBVR's authorized credit list or has paid all outstanding charges and has given assurance to the satisfaction of PBVR's finance department that future charges will be paid within the credit period prescribed in applicable tariffs or contracts, PBVR will refund the balance of the deposit after deducting any and all unpaid charges. A Security deposit is not required for customers placed on PBVR's authorized credit list.

If a bill is not paid when due, immediately thereafter PBVR will satisfy the bill by drawing against the security on deposit. Thereafter, the customer must immediately reinstate the required security deposit.

Whether or not demand should be made upon a delinquent customer for the deposit or maintenance of security for reasons heretofore stated, and whether the customer complies, refuses or fails to so deposit or maintain the security PBVR may issue an embargo against all rail transportation to and from that customer.

Because deposits are established due to delinquencies or non-payment of charges, no interest will be

paid by PBVR on any security deposited with it. It is within the discretion of PBVR to determine when issues of delinquency have been resolved and when the customer is no longer required to maintain a security deposit. Should rail service to the customer no longer be required, the security on deposit will be released and returned upon satisfaction of all outstanding bills.

Enforcement of Charges: Railroad reserves the right, at its sole discretion, to withhold delivery of railcars of a customer when customer's account is in arrears. PBVR may take possession of railcars and may sell the goods by public auction and/or pursue such other remedies as may be required to satisfy any outstanding debt. Railroad reserves the right to deny service to any customer until all outstanding delinquent charges have been paid.

Freight and other accrued transportation charges may not be offset by overcharge, freight damage or other claims. [APPLICATION FOR CREDIT](#)

3. Shipping Instructions

Handling Bill of Lading Received Via Fax, Email, Mail, or Phone

PBVR will process bill of lading requests received by fax, email, mail, or phone for movement on PBVR or between customers on the PBVR.

- Request to process bill of lading must also include party to be billed this handling charge.
- Billing for cars to interchange to CSX must be forwarded to CSX by party requesting PBVR to bill cars on PBVR.
- Request for billing must contain the following:
 - Car Identification
 - Complete route
 - Standard Commodity Code (STCC)
 - Origin
 - Destination
 - Prepaid/Collect
 - Billing Address
 - Hazardous Declaration for Hazardous Commodities (if applicable)

4. Storage

Storage rates are based on cars on railroad-owned tracks.

\$15/car/day for
general cargo

\$20/car/day for
hazmat

A. Contract Storage

Assessed to any cars stored under contract on PBVR-owned tracks.

<p>\$40/car/day for general cargo \$50/car/day for hazmat</p>	<p>B. Constructive Placement For the purpose of assessment of charges provided in this tariff, a day shall be considered any 24-hour period or fraction thereof beginning at 12:01 am following receipt of railroad car. Constructive Placement shall also include Constructive Placement Without Notification. This tariff applies to both private railcars and system railcars which have not been delivered to the customer or to the customer's assigned storage track due to the inability of the customer to receive said car, or lack of track space.</p>	<p>Item 1000</p>
---	---	----------------------

<p>Car Hire expense plus 20%</p>	<p>C. Demurrage Demurrage shall apply to system cars that have been spotted at the customer's requested location for loading or unloading where PBVR must pay Car Hire.</p>	<p>Item 1005</p>
---	--	----------------------

5. Switching

On shipment of containers, loaded or empty, on flat cars, the charges will apply and be assessed on each separate movement, loaded and empty.

Contractual

A. Reciprocal/Interchange Switching/Junction Settlement

A switching movement between customers served by the PBVR and interchange with Class I connections (CSX) when in connection with or part of a road haul movement.

<p>\$222 per car for general cargo \$243 per car for hazmat</p>	<p>B. Rail Switching Switching movements</p> <ul style="list-style-type: none"> From one track to another or from one location to another on the same track within the same plant or industry located on the PBVR. Between private or assigned sidings located on tracks of the PBVR within the switching limits of one station or industrial switching district. <p>Fee will be assessed both going and returning when loaded or empty railroad-owned or private care is ordered and cannot be completed because the new spot location is occupied.</p>	<p>Items 500, 600</p>
---	--	---------------------------

\$635 per car

\$740 per car for
hazmat

\$40/car/day for
general cargo

\$50/car/day for
hazmat

C. Turning of Cars to Permit Loading or Unloading

To permit loading or unloading within the same switching limits and return to same tracks.

For dimensional loads, contact pbvr@hcephc.ms for a price quotation.

Cars held for turning will be charged while remaining on PBVR tracks.

\$222 per car for
general cargo

\$243 per car for
hazmat

D. Spotting or Re-Spotting to Complete Loading or Unloading

On cars placed for loading or unloading at an industry, public delivery track or wharf track on the PBVR, and before or following placement such cars are ordered to other locations on the rails of the PBVR to complete loading or unloading, as the case may be, an extra switching charge 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 PBVR tracks for the removal or replacement of covers, as the case may be. Exceptions:

Extra charge on explosives and articles listed in Item 330, per placement after the initial placement. 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, its supplements, or successive issues.

**Minimum of
\$1000** per car
actual costs + 25%

E. Improperly Loaded Rail Cars

If a car arrives that has been improperly loaded, PBVR reserves the right to refuse delivery or correct it. If a load needs to be adjusted, reduced, loaded, or unloaded, PBVR will charge actual costs plus 25%.

\$150 per car

F. Weighing and Reweighing

When a car is weighed or reweighed either loaded or empty at the request of consigner, consignee, connecting railroad, or as may be deemed necessary by the railroad, a charge will be assessed requesting party, in addition to intra- and inter-terminal switching fees for switches to and from the scale. When used to assess freight charges, a switching charge or weighing charge will not be assessed.

Item
1500

\$330 per car for general cargo

\$450 per car for hazmat

G. Closing or Opening Doors on Cars

Loaded cars will not be moved unless all doors, hatches, outlet gate doors on covered hoppers, gates and tie-down devices are secured. Additional Intra-Terminal Switch charges will apply if

any subsequent trips to the customer are necessary due to doors, etc., not being secured.

On empty or loaded cars, when it becomes necessary for the Carrier or their contractor to close or open doors, hatches, gates, outlet gate doors on covered hoppers, or secure tie-down devices, charges will be assessed against the customer releasing said car. This service is provided at the convenience and discretion of the Carrier.

\$300 per hour, minimum 2 hrs crew overtime

H. Special Switching

Item 800

Special switching is that which is performed outside of normal business hours and not under normal conditions, as determined by the PBVR. Special switching requests must be submitted in writing via email to pbvr@hcephc.ms, who will determine the charges and relay them to the customer for approval. All applicable line-haul charges will be assessed in addition to charges specified at time of request to cover crew and locomotive usage. The time expended in switching service shall be the time the locomotive and crew arrive at their duty location until the time the crew returns to their off-duty location. The minimum charge is for two (2) hours of after-hours crew time, in addition to any pertinent switching charges at the normal rate. Additional time will be charged by the hour and fractions thereof.

\$300 per hour, minimum 2 hrs crew overtime

I. Cancellation of Special Switching

If a special-switching request is cancelled within 24 hours of the original requested time, there will be a fee commensurate with a two-hour minimum, based on services required and day of week requested.

6. Equipment

Safe Return of Empty Railcars

All railcars must be returned in a safe and secure manner, in compliance with all laws, including the closing of all doors and hatches and the securement of all cables and other dunnage.

Cleaning

Cars must be left clean by shipper and will be assumed to be clean if loaded. If cleaning is required, PBVR will relocate cars to maintenance yard and charge the pertinent switching fee for this movement. Cleaning charges will be passed along directly by cleaning vendor.

Loading

Upon arrival and placement of carrier-supplied equipment for loading at origin, the shipper will be responsible for ensuring that the equipment is suitable for loading, free of non-railroad owned material including dunnage, blocking, bracing, strapping, miscellaneous debris or other material not intended for securement as part of the rail car, prior to loading equipment. If rail car is not suitable for loading it should be rejected as dirty, unless loader notifies PBVR of debris or dunnage in the rail car.

High, Wide, and Heavy General Instructions

For loads that exceed the weights and dimensions listed below, contact Port Bienville at pbvr@hcphc.ms.

- Movements of standard 286,000 lb. equipment, with coupled lengths greater than 45' 8 ½", on routes cleared for 286,000 lb. service are exempt from this clearance requirement.
- Movements of standard 263,000 lb. equipment, with coupled lengths greater than 45' 8 ½", on routes cleared for 263,000 lb. service are exempt from this clearance requirement.

Loads that Require Idlers or Buffers

Where it is necessary to prepare cars for loads that require idlers or buffers by blocking draw bars, removing brake staffs, or otherwise specifically equipping such cars, the charge for this service will be \$250 for each joint.

Examples

- Two railcars chocked and blocked will have a charge of \$250
- Three cars chocked and blocked will have a charge of \$500
- Four cars chocked and blocked will have a charge of \$750

Additional Requirements

- Closed shipper equipment must be equipped with closed side and/or end doors. Doors must be tightly fitted and have suitable locking and/or sealing devices. Shipper must provide locks and/or seals to secure the doors adequately to protect the cargo.
- Locks utilized and/or installed by shipper must be removed by the Consignee. PBVR does not assume responsibility for return of locks.
- Identifying marks and numbers must be plainly and conspicuously visible on each piece of equipment.
- The kingpin setting of an equipment of more than 42 feet, 10 inches (outside measurement) may not exceed 36 inches.

7. Hazardous Materials

48-Hour Rule

Per the Department of Transportation, railcars with regulated hazardous materials ("hazmat") must be advanced toward their final destination within 48 hours. See [49 CFR Part 174](#). Customer and its agent industries must use their best efforts to ensure that all railcars containing a hazardous commodity are accepted by customer or its agent industry within 48 hours of its arrival in the destination's serving yard. PBVR reserves the right to return railcars loaded with hazardous commodity to origin at the cost and expense of customer or its agent Industry in lieu of exercising its rights under 49 CFR Part 174 to remove the hazardous materials.

Car Switching and Spill Mitigation Due to Non-Accident Release (NAR)

Non Accident Release (NAR) is defined as an unintentional release of either a hazardous or non-hazardous material while in possession of PBVR or on PBVR property which, results from an act or an

omission of a shipper, including but not limited to, failure to properly secure valves and/or fittings, failed closures and/or pressure-relief devices, or overloaded containers. Material or its residue is considered hazardous as defined by the [U.S Department of Transportation](#) (see Institute of Hazardous Materials Management).

For each NAR, PBVR will assess a minimum “Car Switching and Spill Mitigation Charge” to the shipper for each NAR incident described below:

- Cost plus 20% for repair and remediation per car containing hazmat lading, per NAR.
- Cost plus 20% for repair and remediation per car containing non-hazardous lading, per NAR. Non-hazardous lading is defined as any commodity not defined as a hazardous material or its residue.
- Cost plus 20% for repair and remediation per car containing hazmat with improperly secured or open closures (fittings, plugs, valves, manways) presenting the potential for a NAR but not yet releasing lading.

Costs passed along to shipper include but are limited to expenses associated with emergency response, environmental mitigation, site cleanup, waste disposal, personal injury, exposure, evacuation, regulatory penalties, litigation, lading transfer, and long-term environmental investigation and remediation. When the shipper identified on the waybill is a third party, acting as an agent, the agent’s principal will be considered the shipper of record and will be subject to the “Car Switching and Spill Mitigation Charge”.

These charges apply to all Non-Accidental Releases of lading, regardless of commodity type, commodity hazard or the lack thereof, and apply to all rail car equipment or lading packages contained within, i.e. tank car, hopper car, box car, gondola car, platform car, refrigerated unit, intermodal tank, intermodal container, tote, drum, bag, box, pail, etc.

If possible and practical, upon notification of a NAR, PBVR will advise the shipper of incident details and will allow the shipper the opportunity to assist in the spill mitigation, provided their responders are qualified with all applicable railroad safety rules. Cause determination of the NAR will be performed by PBVR, and documentation will be made available to the shipper upon their request.

Explosives and Commodities Designated as Inhalation Hazard (TIH/PIH)

The switching of a leaking car involved in a NAR will be at the discretion of PBVR at the time of the incident. The “Car Switching and Spill Mitigation Charge” for a NAR will be in addition to any other relevant chargeable services performed in connection with such car(s).

Order-in customers or spot-on-arrival customers who cannot accept inbound traffic whose railcars contain hazmat, which are constructively placed on PBVR tracks will be subject to demurrage charges immediately, without any applicable free time. The following rates will apply:

- Immediately upon notification of constructive placement the charge will be \$720 until the first 12:01 AM.
- After first 12:01 AM charges will increase to \$1,440 per day, or portion thereof, for each day thereafter until space is made available.

Procedure on Delivery and Placement of Cars

Customer shall be prepared to receive carloads of TIH/PIH commodities immediately upon notification of availability at destination by carrier railroad. There will no free time granted to customer once notification takes place. Charges will begin at 07:01AM the morning after customer tender/notification or the first day of deliverable service, whichever occurs first.

If a customer or receiving location is unable to accept a TIH/PIH commodity carload when first notified, PBVR will hold the car(s) in its facilities, and charge a minimum fee of \$1,000 per car per day or portion thereof until the car(s) are placed at their billed destination. Additional switching fees apply for additional movements.

Procedure on Unsafe or Improperly Loaded Cars

When a car is deemed unsafe based on the criteria below, a charge for cost of cleanup plus 20% will be assessed to the shipper, and the car may be returned, per 48-Hour Rule:

- A car is overloaded, imbalanced or has a shifted load
- A car is spilling, leaking, or dusting
- A car containing TIH/PIH commodities or residue whose shipping instructions do not meet regulatory compliance.

Procedure on Any Major Adjustment for TIH/PIH Cars

When PBVR provides any of the following tasks to a TIH/PIH car, a charge of actual cost plus 25% (minimum \$1,000) will be assessed to the party requesting or requiring these services:

- A car needs readjusting, reducing, loading, or unloading of a shipment.
- Repair or cleaning equipment, or clean-up of leaked/spilled materials
- Applying sprays or suppressants to the shipment or contents.

Procedure on Unsafe Condition at Customer Facility

Where at PBVR's sole discretion, safe railway operations are not possible because of an extreme condition, train service will be suspended until condition is rectified to the satisfaction of PBVR's safety and environmental staff. Examples of unsafe conditions and practices are those that are likely to cause permanent disability, loss of life, or body part and/or extensive loss of structure, equipment or material, or repeated/or multiple unresolved conditions or practices that may have a safe work-around.