

Jacksonville Port Terminal Railroad



**DEMURRAGE, STORAGE, ACCESSORIAL
AND SWITCHING TARIFF JXPT 6000 A**

(Cancels and Supersedes TTR 7006-3 and supplements/revisions thereto)

**CONTAINING DEMURRAGE AND STORAGE CHARGES
RECIPROCAL & TERMINAL SWITCHING AND
MISCELLANEOUS RAILROAD CHARGES
APPLYING AT ALL POINTS ON THE JXPT**

**FOR GENERAL RULES & CONDITIONS OF CARRIAGE
SEE TARIFF WTS 9011-SERIES**

APPLICABLE ON EXPORT, IMPORT, INTERSTATE AND INTRASTATE TRAFFIC

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CHECK SHEET OF ITEMS AND REVISIONS

The items contained in this publication are listed consecutively by number. The paragraph that has been changed within an item will contain one of the following reference marks placed next to the item number:

- (I) Denotes increase
- (R) Denotes reductions
- (C) Denotes changes in wording which result in neither increases nor reductions in charges
- (N) Denotes new item

In addition, the effective date of the revised item will be added to this index page "CHECK SHEET OF ITEMS AND REVISIONS" to identify which item(s) have been changed

Revision Type	Item Number and Description	Effective Date
(N)	PUBLICATION OF JXPT 6000 – ALL ITEMS SHOULD BE EXAMINED	March 1, 2017

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ITEM 5 REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.

This publication is available on the Internet for viewing or sending directly to your printer. JXPT Home Page can be found by going to <https://watcocompanies.com/our-services/rail-services/jxpt/> All Customers shipping with the JXPT should **review all the publications (including but not limited to WTS 9011-series) posted on the Website before tendering freight to or from any railroad as revisions to the publications will be made from time to time by supplement or reissuing the publications in their entirety.**

From the Home Page click the 'Railroads' link, then choose the option called 'Forms & Policies' for the railroad carrier being inquired; this option houses the publications necessary for understanding how to do business with the JXPT.

If you are not equipped to obtain a copy of this publication from the WATCO web site, a hard copy will be mailed to you, provided you furnish, to the address shown below, a formal written request for a printed copy. This formal request is required on an annual basis in accordance with the Surface Transportation Board's policy decision under Ex Parte 528, Disclosure, Publication and Notice of Change of Rates and Other Service Terms for Rail Common Carriage. **An annual \$100.00 subscription fee will be assessed for those who wish to receive a hard copy.**

Watco Transportation Services
Attn: Marketing Administration
315 West 3rd Street
Pittsburg, KS 66762

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 10 CONSECUTIVE NUMBERS

Where consecutive numbers are represented in this tariff by the first and last numbers connected by the word "to" or a hyphen, they will be understood to include both of the numbers shown.

ITEM 15 ITEMS FORMERLY SHOWN

WTS 9011 tariff series may contain items formerly shown in this tariff. Items covered in WTS 9011 tariff series that formerly were located in this tariff will become effective in WTS 9011 tariff series on the effective date of this tariff issuance.

ITEM 20 CHANGE IN PROVISION(S)

JXPT reserves the right at any time to change the provisions of this publication; provided, however, any such change shall be effective only with regard to any transportation services provided under the publication for freight tendered after the effective date of the changes. JXPT will make available on its web site this publication in the latest amended form. Shippers, Consignees, Loaders and Unloaders should review this publication before tendering freight. Revisions to this publication will be made from time to time by reissuing the publication in its entirety.

ITEM 30 CHARGES HEREIN SUBJECT TO INCREASE

Charges published herein are subject to increase by republication.

ITEM 35 CURRENCY

Charges published herein are stated in United States Dollars.

ITEM 40 TRANSPORTATION

Carrier agrees to transport shipments with reasonable dispatch. Carrier does not guarantee rail service within any particular time frame. Bunching and Run Around will not be considered railroad error and no allowance will be made.

ITEM 50 **GLOSSARY OF TERMS**

ACTUAL PLACEMENT: When a car is placed in an accessible position for loading or unloading, or at a point designated by the shipper or consignee or party loading or unloading the car. Railroad will not issue Actual Placement Notices. Commonly referred to as PACT.

ASSIGNED CARS: The assignment of cars to a given shipper at a specific location as defined in Car Service Rule 16 and Car Hire Rule 22 as published in the Official Railway Equipment Register.

ASSIGNEE: A shipper who has requested and has been assigned specific cars.

AVERAGE AGREEMENT: Party responsible for demurrage or storage charges is provided an offset of car detention debits with credits on a monthly basis.

BILL OF LADING: Uniform Bill of Lading as contained in the Uniform Freight Classification UFC 6000-Series, subject to modification as may occur from time to time. Commonly referred to as BOL.

BROKER: An agent or intermediary negotiating the buying or selling contents of car, other than shipper or consignee.

BUNCHING: The accumulation of cars for loading or unloading shipped on different days. Since JXPT does not control the flow of inbound cars from connecting railroads, no allowance will be made in demurrage charges.

CALENDAR MONTH: Defined as 12:01 AM from the first day of one calendar month through 12:01 AM of the first day of the following calendar month.

CALENDAR YEAR: Defined as 12:01 AM January 1st of one year through 12:01 AM January 1st of the following calendar year.

CAR ORDER WANT DATE: The date for which Customer requested car for loading.

CHARGEABLE DAY: A twenty-four (24) hours period or fraction thereof for which a charge assessed pursuant to this Tariff can be assessed.

CHARGEABLE DEBIT: Chargeable debits are the difference between the debits applied to a car minus any applicable credits.

CONSIGNEE: The party designated on the bill of lading as the entity entitled to receive delivery of the car from the carrier.

CONSIGNOR or SHIPPER: The party designated on the bill of lading as the entity which has caused the car to be consigned into transportation.

CONSTRUCTIVE PLACEMENT: When a car, including order notify and in-bond shipments, cannot be actually placed or delivered because of any condition attributable to the consignee, shipper, loader or unloader, such car will: (a) be held on JXPT tracks and notice will be sent or given to the party entitled to receive notification that the car is held awaiting disposition instructions; (b) have been placed by JXPT on private or Industrial Track tracks, including lead tracks serving the consignee, shipper, loader or unloader, will be considered constructively placed without notice. Commonly referred to as PCON.

CONSTRUCTIVE PLACEMENT TIME: The time from constructive placement until a car is actually placed.

CREDIT: Offset of a chargeable day. Credits can be earned only on those cars released from demurrage. Demurrage day must occur to earn a credit.

CUSTOMER: Shipper, Loader, Unloader, Consignee, Freight Payer or party entitled to receive notification.

DEBIT: See description of term for Demurrage Day.

ITEM 50 GLOSSARY OF TERMS (Con't)

DEMURRAGE: Demurrage is a charge for detaining a railcar. Railroads charge demurrage as an incentive for Customers to load and unload cars promptly, to prevent congestion in railroad terminals caused by idle cars, and ultimately to improve the utilization of a valuable asset. Reduced dwell translates into faster, more reliable cycle times and better service.

DEMURRAGE DAY: A twenty-four (24) hour period, or fraction thereof, commencing at the first 12:01 AM after the applicable start event, may also be referred to as “Debit.”

DISPOSITION: Information, including forwarding instructions and/or release, which allows the railroad to apply or release the car from the shipper’s, consignee’s, loader’s, or unloader’s account.

DIVERSION: The term “Diversion” can be used interchangeably with “Reconsignment” and means any request for change in the bill of lading or waybill. A diversion in an order from the shipper or consignee to deliver car(s) to other than the original billed destination. If change requires the car to move over track that it has already traveled (back haul), the car may be diverted to the next logical terminal. From there, new shipping instructions (new Bill of Lading) will be required to move the car from its current location to the new destination.

EMPTY CARS ORDERED AND NOT USED: Empty cars ordered, placed or constructively placed for loading and not used in transportation service.

EMPTY RELEASE INFORMATION: Advice from consignee and/or unloader, given to the JXPT Customer Service Department electronically via EWATSS, via EDI, or via email to CS2@watcocompanies.com or in writing via fax (**for fees on faxes, please review WTS 9011-Series**) to 844-476-6726 that car is unloaded and available to JXPT. Information given must include identity of consignee, and/or unloader, party furnishing the data, car initial, number date and time. Release will be effective on date and time advice is received by JXPT.

EWATSS: Online utility that allows user to manage their inventory while online as well as release of empty railcars. Contact JXPT Technology Administrator with questions via email at WATSSsupport@watcocompanies.com or via phone at (866) 889-2826.

FORWARDING INSTRUCTIONS: A bill of lading given to authorized personnel of the line-haul carrier that contains all of the necessary information which allows for the immediate movement by JXPT. Forwarding instructions will be effective on date and time advice is received by JXPT.

Advice received by JXPT to move a car from a loading or storage track to JXPT yard or hold track to be held for “forwarding instructions”, whether furnished by the party loading car or another party, or a bill of lading or an order consigning the car to an Agent of JXPT which has no beneficial interest in the lading, does not constitute “forwarding instructions” or a release from demurrage or other like charges.

A bill of lading, or other suitable order, covering car(s) requiring clearance from all carriers in the routing will not constitute “forwarding instructions” until clearance is received from all carriers in the routing.

FREE TIME: The time allowed for the unloading or loading of cars.

HAZARDOUS MATERIALS (OTHER THAN TIH/PIH): SUBJECT TO TARIFF BOE 6000 (HAZARDOUS MATERIALS REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION) Hazardous Materials are defined as “Hazardous Wastes” and “Hazardous Substances” as named in Hazardous Materials Regulations of the U. S. Department of Transportation in 40 Code of Federal Regulations (CFR) 260 through 263 and 49 CFR 171.8 or successor thereof, requiring the use 4-digit identification numbers on shipping documents, placards or panels and identified with Standard Transportation Commodity Codes (STCC) beginning with 48 and 49 or beginning with STCC 28 and 29 and converting to STCC 48 or 49.

IDLER CAR: An empty car used to protect overhanging loads, or used between cars loaded with long material.

INDUSTRIAL INTERCHANGE TRACK: Designated delivery or receipt track or tracks for the exchange of cars between carrier and industry performing their own switching including switch line acting as Agent for Industry.

ITEM 50 GLOSSARY OF TERMS (Con't)

INDUSTRY TIME: The time from actual placement or placement to team tracks until release and receipt of forwarding instructions, if applicable. The time from interchange receipt of a loaded car or a loaded private car released and held on railroad controlled tracks until forwarding instructions are received.

INTRA-PLANT SWITCHING: A Customer-requested switching movement subsequent ACTUAL PLACEMENT, when loaded or empty, from one track to another track (or between two points on the same track), within the same plant or industry without leaving the tracks of the same plant or industry.

INTRA-TERMINAL SWITCHING: A Customer-requested switching movement (other than intra-plant switching) from one track to another track of the same carrier, within the switching limits of one station or industrial switching district.

INTER-TERMINAL SWITCHING: A switching movement (other than intra-plant and intra-terminal switching) between an industrial track or team track on the tracks of JXPT and an industrial track or team track on connecting lines on traffic having origin and destination within the switching limits of the same station or industrial switching district. Charges of connecting carriers will be in addition to charges provided herein. **Commonly referred to as a Cross Town Switch.**

INTERMEDIATE SWITCHING: A switching movement by a carrier that neither originates nor terminates the shipment nor receives a line haul on that shipment.

LEASED TRACK: A track leased to a user through a written lease agreement and is considered the same as a private track for demurrage purposes.

LINE-HAUL: Movement between stations that are not located within the switching limits of the same station. Movement between stations located within the switching limits of the same station will be considered Line-haul when Customer is not listed as open to reciprocal switching or when movement occurs from or to a leased track.

LOADER: Party physically loading the car.

LOADING: The complete or partial loading of a car in conformity with JXPT loading and clearance rules, advice that the car is available for movement, and the furnishing of forwarding instructions.

NOTIFICATION: When required, notification will be furnished either electronically or in writing to all parties entitled to receive notification.

ORDER IN CUSTOMER: A Customer who, by prior arrangement, has notified JXPT that cars shall not be placed, or considered to be placed, for loading or unloading, until JXPT has received an order for placement from said Customer.

ORDER IN: In order for a car on constructive placement to be spotted at a Customer's facility, the party entitled to receive the car must order the car for placement.

INDUSTRIAL TRACK: Any trackage assigned for individual use, including privately owned or leased track.

PARTIAL UNLOADING: The partial unloading of a car and the furnishing of forwarding instructions.

PRIVATE CAR(S): A car bearing other than railroad reporting marks that is not railroad controlled.

PRIVATE TRACK: Any track not owned or leased by a railroad.

PUBLIC DELIVERY TRACK: Any track for use by the general public for loading and unloading (i.e. Team Track).

RAILROAD CONTROLLED CAR: Any car other than a private car.

ITEM 50 **GLOSSARY OF TERMS (Con't)**

RECIPROCAL SWITCHING: An arrangement between carriers serving the same station or switching district where the carrier physically serving the industry performs switching service for loading or unloading on behalf of the **line haul** carrier on shipments having an immediately preceding or following line-haul movement via that carrier. JXPT will provide reciprocal switching only to or from JXPT Customers specifically listed in Section IV of this tariff. Shipments to or from JXPT Customers not listed in Section IV will move in JXPT line-haul service.

REFUSED LOADED CAR: An original loaded car refused at destination without being unloaded.

RELEASE: The notification received from shipper, loader, consignee or unloader that loading or unloading of a car has been completed and car is available for movement and forwarding instructions have been received, if applicable. Date and time that JXPT receives forwarding instructions and advice that a car is available for movement and from non-credit Customers, upon payment of any charge due. Cars placed on industrial interchange tracks of an industry doing its own switching, including those tracks of an industrial switch line acting as Agent of industry, will be removed from track and considered received and held for disposition as provided in this Tariff. Cars found to be improperly loaded at origin will not be considered released until the load has been properly adjusted and clearance has been obtained. When a car is unloaded and then reloaded, empty release information must be furnished. If not furnished, demurrage will be continuous until forwarding instructions are received. Loaded or empty or private cars released and pulled from private tracks, which must first be held on railroad track awaiting forwarding instructions, are subject to demurrage/storage provisions and charges as provided in this Tariff.

RUN AROUND: Car(s) placed at customer designated track(s) ahead of previous arrivals held by the railroad on railroad owned tracks.

SHIPPER or CONSIGNOR: The party designated on the bill of lading as the entity which has caused the car to be consigned into transportation.

SPOT ON ARRIVAL: JXPT, without notification, will place cars for loading or unloading immediately upon their availability for placement.

SPOT ON ARRIVAL CUSTOMER: A Customer who has not requested to be an Order In Customer will be considered a Spot On Arrival Customer (see Spot on Arrival). If constructive placement of a car is necessary, the car will not be placed for loading or unloading until JXPT has received an order for placement from the Spot on Arrival Customer.

STOPPED IN TRANSIT: When cars are held in route because of any condition attributable to the shipper, or consignee, or owner.

TEAM TRACK: Any track designated by JXPT for use by the general public for loading and unloading (i.e. Public Delivery Track).

TIH/PIH: Toxic Inhalation Hazards (TIH) and Poison Inhalation Hazards (PIH), as defined in AAR Circular No. OT-55. The terms TIH and PIH are synonymous as they apply to this Tariff.

TIME: Local time (Central Standard Time) is applicable, expressed on the basis of the twenty-four (24) hour clock, commencing at 12:01 AM.

UNLOADER: Party physically unloading the car.

UNLOADING: The complete or partial unloading of a car and notice from the consignee the car is available for movement and the furnishing of forwarding instructions when required.

ITEM 60 **PAYMENT TERMS**

Charges that accrue per this Tariff are due and payable according to JXPT payment terms, as stated in WTS Rules Publication 9011-Series, supplements thereto and successive issues thereof, whichever is applicable.

ITEM 70 **SECURITY DEPOSITS FOR PAYMENT OF CHARGES**

JXPT has the right to demand that a rail Customer (JXPT served shipper, loader, consignee or unloader responsible for the payment of demurrage), with a history of delinquency or nonpayment of freight, demurrage or other charges not in bona fide dispute, deposit with JXPT money or security adequate to pay an **average monthly invoiced services calculated over the past six months or a per car fee based on potential services**. (1) The deposit may be satisfied with cash, letter of credit, surety bond or other appropriate instrument. JXPT will determine the suitability of the security tendered. (All instruments on deposit are hereinafter referred to as "security")

If a JXPT invoice not in bona fide dispute is not paid when due, immediately thereafter JXPT will satisfy the bill by drawing against the security on deposit. Thereafter, the rail Customer will be required to reinstate the value of the security to its former level or to another level equivalent to its average monthly invoiced services or per car fee based on potential services.

Should demand be made upon a rail Customer for the deposit or maintenance of security as heretofore stated and should the rail Customer refuse or fail to deposit or maintain the security, JXPT may refuse to provide any further rail service until the deposit requirement is fulfilled. If service is refused and rail Customer is the subject of congestion, JXPT will issue an embargo against all rail transportation by JXPT to and from that rail Customer, so long as congestion exists or otherwise continues. In short, carrier may issue and maintain the embargo while the congestion exists, irrespective of rail Customer compliance or non-compliance with the Security Deposit provisions in this Item.

No interest will be paid by JXPT on any security or monies deposited with it. It is within the discretion of the JXPT to determine when creditworthiness of the rail Customer no longer necessitates the imposition of a security or deposit. If rail service to the Customer is permanently discontinued, upon satisfaction of all invoiced bills the security on deposit held by JXPT will be released and returned.

See WTS Rules Publication 9011-Series for CREDIT EXTENSION and other conditions of carriage.

ITEM 80 **INVOICE CLAIMS**

In order to be allowed relief from a billed amount, a claim must be presented to JXPT, in writing, within **thirty (30)** days of the billing date, with supporting documentation, stating fully the conditions for which relief is claimed, identifying contested cars by car initial, car number and location.

Claims sent to JXPT which are not found to be valid will be subject to a **processing fee of \$50.00** for each incorrectly disputed car. Claims are to be sent via email to JXPTdisputes@watcocompanies.com.

All claims not received within thirty (30) days will result in invoice being considered valid and prompt payment will be expected.

Improper Charges:

If, by error, demurrage or storage charges are improperly assessed, charges will be adjusted to the amount that would have accrued but for such error.

Unacceptable Claims:

Bunching and run around will not be considered railroad error and no allowance will be made.

Force Majeure:

Acts of God: In the event it is impossible for shipper, loader, consignee, or unloader to get to a car or to load or to unload a car due to acts of God, including, but not limited to flood, storm, earthquake, hurricane, tornado, or to other severe weather or climatic conditions, the demurrage directly chargeable thereto will be adjusted, provided the impediment is at least two (2) days in duration. Notification of this impediment must be made to CS2@watcocompanies.com. Customer will notify customer service within 24 hours of interference, and will provide daily updates until back in service.

ITEM 90 **APPLICATION OF SECTION I AND II**

- A. Section I (Demurrage) and Section II (Storage), applies on all cars constructively or actually placed on or after the effective date of this tariff, at all stations on the JXPT. ***This publication takes precedence over any other domestic interstate, intrastate, export or import publication***, containing rules, regulations and charges on demurrage and storage for the account of the JXPT, and will be applied on the basis of an “Average Agreement” as defined in ITEM 50, between JXPT and the facility served by JXPT and the facility will be responsible for payment of such charges **per 49 CFR part 1333**.
- B. The disposition of a car at its point of detention determines the purpose for which the car is held and the rules applicable thereto.
- C. All railroad owned and controlled cars, assigned cars, and privately-owned cars, including idler cars are subject to the rules and charges published herein, **EXCEPT** the following:
1. Cars for loading or unloading of JXPT company material while held on JXPT tracks or private sidings connecting therewith.
 2. Cars of refused or unclaimed freight to be sold by JXPT for the time held beyond legal requirements.
 3. Cars of railroad ownership, leased by a Customer for storage of commodities, for intra-plant or intra-terminal switching service, while held on lessee’s tracks and car hire (per diem) is not JXPT’s liability.
 4. Empty cars ordered and rejected as unsuitable for loading within 48 hours following order date or actual placement date.

**SECTION I
DEMURRAGE RULES AND CHARGES**

ITEM 100 **NOTIFICATION TO CUSTOMER**

- A. The following notification will be furnished as indicated:
1. Cars for Industrial Tracks
 - a. Notice of constructive placement shall be sent or given if a car is held on tracks of JXPT at an available hold point or at billed destination due to any condition attributable to the facility served by JXPT (shipper, consignee, loader or unloader) which prevents JXPT from making actual placement.
 - b. Delivery of car upon tracks of consignee will constitute notice. The date and time of the JXPT Train Crew's record will govern the charges in this tariff. Facility served by JXPT must review and report discrepancies between facility's inventory and daily ON-LINE INVENTORY within 24 hours of discrepancy to JXPT Customer Service at CS2@watcocompanies.com. If communication is not received within 24 hours, Train Crew's record will govern for application of charges.
 2. Cars for Public Delivery Tracks:
 - a. Notice of constructive placement shall be sent or given if a car is held on tracks of JXPT at an available hold point or at billed destination due to any condition attributable to the shipper, consignee, loader or unloader which prevents JXPT from making actual placement.
- B. Notification will be furnished in writing, electronically, or via mechanical device, and shall contain:
1. Car initials and number
 2. Hold point, if other than billed destination.
- C. When shipper or consignee utilizes an electronic or mechanical device, including fax machines, phone systems and email, to accept messages, notification left on such device will be considered as having been received.
- D. It will be the responsibility of the JXPT served Customer, to notify the JXPT Customer Service at CS2@watcocompanies.com or a fax at 844-476-6726 of fax number or email address changes. Should JXPT receive a failure to deliver message due to any reason attributable to the receiver, such as invalid fax number or email address, notice will be considered to have been given on any Constructive Placement notice attempted to be delivered (**for fees on faxes, emails and phone calls please review WTS 9011-Series**).

ITEM 110 **NOTIFICATION TO JXPT**

JXPT will accept forwarding instructions, empty release information or, other disposition twenty-four hours via EDI, via EWATSS, via email to CS2@watcocompanies.com or via fax to number 844-476-6726 (**for fees on faxes, emails and phone calls please review WTS 9011-Series**).

All notices to **JXPT** are effective upon receipt.

NOTE 1: Demurrage charges will continue to accrue to the Origin Industry even when cars are released to a Third-Party, until the time billing is received by JXPT from the Third-Party.

NOTE 2: It is the origin industry's responsibility to ensure information is received by the railroad.

NOTE 3: A penalty charge will be assessed on cars released prior to being fully unloaded or loaded (see ITEM 315).

ITEM 120 CARS HELD FOR COMPLETE OR PARTIAL LOADING OR UNLOADING

LOADING OR UNLOADING: As defined in ITEM 50 of this Tariff.

- A. Private car(s) that are consigned or ordered for delivery to private tracks, while held on railroad tracks under constructive placement, are subject to demurrage/storage provisions and charges as applicable in this Tariff.
- B. Car(s) other than private car(s) that are consigned or ordered for delivery to private tracks are subject to demurrage/storage provisions and charges as applicable in this Tariff while on railroad tracks under constructive placement and while on private tracks.
- C. If ITEM 160 is applicable, this Item will not apply.

COMPUTATION:

- A. Demurrage computation:
 - 1. Constructive Placement Time will apply from first 12:01 AM after constructive placement until actual placement.
 - 2. Industry Time will apply from first 12:01 AM after actual placement until release.
 - 3. Demurrage will apply on railroad owned and controlled car(s) from first 12:01 AM after constructive placement until release from actual placement (Constructive Placement Time and Industry Time combined and continuous).
 - 4. Demurrage will apply on private car(s) from first 12:01 AM after constructive placement while on railroad tracks until actual placement on private track.
 - 5. Demurrage will apply on all car(s) from first 12:01 AM after release and removal of loaded cars from private track until forwarding instructions are received.
- B. On reloaded cars, demurrage will apply from the first 12:01 AM after advice is received that the car is empty until car is released as a load; provided if advice that the car is empty is not furnished, demurrage will continue until forwarding instructions are received.

CREDITS: As defined in ITEM 50 of this Tariff.

- A. Two (2) credits will be allowed for each car that incurred a demurrage day upon release from unloading. One (1) credit will be allowed for each car that incurred a demurrage day upon release from loading. If demurrage day is not incurred, a maximum of one (1) credit will be allowed for each car upon release from loading or unloading.

ITEM 130 CARS HELD FOR PURPOSES OTHER THAN LOADING OR UNLOADING**APPLICABLE TO CARS HELD:**

- A. While awaiting proper disposition from the Customer.
- B. In connection with diversion request
- C. For any other purpose not attributable to JXPT.
- D. If ITEM 160 is applicable, this Item will not apply.

COMPUTATION:

- A. Demurrage computation:
 1. Constructive Placement Time will apply from the first 12:01 AM after constructive placement until actual placement or disposition advice for re-route to off-line point is received on:
 - a. Cars diverted, reconsigned, refused, reshipped or stopped in transit.
 - b. Empty cars ordered, constructively placed for loading, and not used in transportation service (other than a rejected car) as referred to in ITEM 325 A.
 - c. Cars waiting for payment of accrued charges.
 - d. Cars held for other purpose which is not attributable to JXPT.
 - e. Cars with excessive lading held for reduction as described in WTS 9011-Series, supplements thereto and successive issues thereto, whichever is applicable.
 - B. Industry Time will apply from first 12:01 AM after received by JXPT until date and time of disposition on:
 1. Cars received from connecting carriers.
 2. Private cars returned to railroad tracks.
 - C. Industry Time will apply from first 12:01 AM after actual placement until disposition advice is received on:
 1. Cars reshipped.
 2. Empty cars actually placed for loading, and not used in transportation service.
 3. Cars held for any other purpose which is not attributable to JXPT.
 - D. Demurrage will apply on the following from first 12:01 AM:
 1. Demurrage will apply on railroad owned and controlled car(s) from first 12:01 AM after constructive placement until disposition of refused car(s) (Constructive Placement Time and Industry Time combined and continuous).
 2. Demurrage will apply on private car(s) from first 12:01 AM after constructive placement while on railroad tracks until actual placement on private track or disposition of refused car(s).
 - E. Calculation of charges:

Each chargeable day will be assessed \$80.00 per Demurrage day, except Empty or Loaded Private Cars held on railroad tracks will be assessed \$40.00 per Demurrage day.

ITEM 140 DEMURRAGE PLAN AND CHARGES

- A. Settlement of charges will be made on a calendar month basis on all cars released during the calendar month.
- B. Credits earned and demurrage days accrued by shippers or consignees having two or more facilities at the same or separate stations cannot be combined.
- C. Credits earned and/or chargeable demurrage days accrued will be calculated separately for the following transactions:
 - 1. Cars held for complete or partial loading or unloading (see ITEM 120).
 - 2. Loaded and empty private cars held on railroad tracks (see ITEM 120).
 - 3. Refused loaded cars (see ITEM 130).
- D. Excess credits on one type transaction cannot be used to offset demurrage days on another type transaction.
- E. Excess credits earned under Special Demurrage Contracts or Agreements cannot be used to offset demurrage calculated per the Tariff.
- F. Excess credits earned in one calendar month may not be used to offset demurrage days in another calendar month.
- G. Demurrage charges will be assessed against the Customer(s) at the facility served by JXPT and they will be responsible for payment of such charges.
- H. **Calculation of charges:** The tariff or special agreement applied will be that in effect when the car is released.
 - 1. Determine the total number of Chargeable demurrage days [debits] for all cars.
 - 2. Determine the total number of Credits for all cars.
 - 3. If total credits exceed total demurrage days [debits], demurrage charges will not be assessed.
 - 4. If total demurrage days [debits] exceed the total credits, each chargeable day will be assessed **\$80.00 per Demurrage day, except Empty or Loaded Private Cars held on railroad tracks will be assessed \$40.00 per Demurrage day.**
- I. Adjustments must be handled through the invoice claim provisions set forth in ITEM 80.
- J. JXPT **will not** allow relief on demurrage days for a car that has been constructively placed from the order-in date until the car is actually placed.
- K. The applicable charge will accrue on all days except Saturdays, Sundays, and holidays that fall as the first chargeable day. (See ITEM 150)
- L. **The maximum allowed credits for car(s) released before demurrage days are incurred.** If a rail car is released before the demurrage clock begins, there will be a maximum of one (1) credit earned.

ITEM 150 HOLIDAYS

Wherever reference is made to "holidays", it shall mean only the days listed below:

- New Year's Day** – January 1st (*)
- President's Day** – Third (3rd) Monday of February
- Memorial Day** – Last Monday of May
- Independence Day** – July 4th (*)
- Labor Day** – First (1st) Monday of September
- Thanksgiving Day** – Fourth (4th) Thursday of November
- Christmas Day** – December 25th (*)

(*) When this date occurs on a Sunday, the following Monday will be observed as the holiday.

ITEM 160 **CHARGES FOR TOXIC INHALATION HAZARDS OR POISONOUS INHALATION HAZARD (TIH/PIH)**

- A. **Spot on arrival:** Rail cars containing Toxic Inhalation Hazard (TIH) or Poisonous Inhalation Hazard (PIH), as defined in AAR Circular No. OT-55, as amended from time to time, must be spot on arrival. In the event a car cannot be placed on Customer controlled tracks or facility upon arrival and the rail car must be held by JXPT, a charge of **\$2,500.00 per rail car per day**, or fraction thereof, will be assessed until the rail car is actually placed. The charges pertaining to this Item are immediate. There will be no free time or holiday free time. The charges will begin at time of constructive placement and will continue until actual placement.
- B. **Held awaiting “forwarding instructions”** as defined in ITEM 50: When JXPT is requested to move a car, containing Toxic Inhalation Hazard (TIH) or Poisonous Inhalation Hazard (PIH), as defined in AAR Circular No. OT-55, as amended from time to time, from an industry or team track and the Customer requesting the move has not provided proper forwarding instructions and such car is moved by JXPT to a railroad track, and is held awaiting proper forwarding instructions, a charge of **\$2,500.00 per rail car per day**, or fraction thereof, will be assessed against the party requesting the move until proper forwarding instructions are received. The charges of this Item are immediate. There will be no free time or holiday free time. The charges will begin on the day car is moved by JXPT to a railroad track and will continue until proper forwarding instructions are received.

In addition to the above charges, the Customer shall indemnify JXPT against any and all governmental fines which may be assessed for the holding of rail cars on railroad controlled tracks and the Customer shall be liable for any loss, damage, or delay to equipment or lading caused by an Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the Customer, or from any cause whatsoever which occurs while the equipment and lading is in the actual physical custody and control of JXPT due to the inability of the Customer to receive equipment or provide proper forwarding instructions, unless it can be proven that carrier’s gross negligence was the cause of same. The Customer will be responsible for any cost incurred by JXPT for providing protection or surveillance of any commodity provided in this Item while held on JXPT property.

**SECTION II
STORAGE RULES AND CHARGES**

(Please contact Railroad's Storage team at storage@watcocompanies.com to discuss your railcar storage needs. It is railroads preference to negotiate a formal storage agreement between the customer and railroad that more specifically meets the needs of customers.)

ITEM 200 STORAGE OF LOADED OR EMPTY PRIVATE CARS ON RAILROAD TRACKS

In lieu of a formal storage agreement between the customer and JXPT, and only when JXPT agrees to hold cars in storage rather than demurrage per ITEMS 120 & 130 will the charges outlined below be applicable. **If ITEM 160 is applicable, this Item will not apply.**

COMPUTATION OF CHARGES: Storage charges will be assessed to any railcar which is unable to be placed for loading or unloading at the Patron's facility, or if the total number of railcars in stored status exceeds the Patron's available storage agreement capacity on any particular day. **Storage charges will be assessed at a rate of \$100.00 per car, per storage day for loaded or empty railcars.**

STORAGE DAYS WILL COMMENCE: Immediately following arrival of the equipment on JXPT the car will be considered in storage for each day or fraction thereof that the car is held on JXPT tracks and continue until equipment is released with proper forwarding instructions.

RESPONSIBILITY FOR CARS: The shipper, receiver, owner or lessee is responsible for the car while in stored status according to the customer storage arrangement in place. Regardless if railcar lease agreement is terminated or transferred and regardless if storage or lease agreement is expired or cancelled, the responsibility for charges will only cease once new agreement is in place for the cars under new contract with new responsible party.

LIABILITY: See WTS 9011 Series.

STORAGE PLAN:

- A. Settlement of charges will be made on a monthly basis for storage during each calendar month.

CALCULATION OF CHARGES:

- A. Total storage days for each car in storage during a calendar month will be determined.
- B. Adjustments must be handled through the railroad error claim provisions set forth in ITEM 80.

ITEM 210 STORAGE OF EXPLOSIVES, HAZARDOUS MATERIALS (OTHER THAN TIH/PIH)

In lieu of a formal storage agreement between the customer and JXPT, and only when JXPT agrees to hold cars in storage rather than demurrage per ITEMS 120 & 130 will the charges outlined below be applicable. **If ITEM 160 is applicable, this Item will not apply.**

SUBJECT TO TARIFF BOE 6000 (HAZARDOUS MATERIALS REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION)**APPLICATION:**

- A. This Item applies on any loaded car or residue empty car containing Explosives or Hazardous Materials that is held on railroad controlled tracks, which includes Team Tracks.
- B. Explosives are defined as Class A, B and C Explosives as named in Part 172, Commodity List, Tariff Bureau of Explosives (BOE) 6000-Series.
- C. Hazardous Materials are defined in ITEM 50.

COMPUTATION OF CHARGES: Storage charges will be assessed at a rate of **\$175.00 per car, per Storage day.**

STORAGE DAYS WILL COMMENCE: Immediately following arrival of the equipment on JXPT the car will be considered in storage for each day or fraction thereof that the car is held on JXPT tracks and continue until equipment is released with proper forwarding instructions.

RESPONSIBILITY FOR CARS: The shipper, receiver, owner or lessee is responsible for the equipment while in stored status according to the customer storage arrangement in place. Regardless if equipment lease agreement is terminated or transferred and regardless if storage or lease agreement is expired or cancelled, the responsibility for charges will only cease once new agreement is in place for the equipment under new contract with new responsible party.

LIABILITY: See WTS 9011 Series.

STORAGE PLAN:

- A. Settlement of charges will be made on a monthly basis for storage during each calendar month.

CALCULATION OF CHARGES:

- A. Total storage days for each car in storage during a calendar month will be determined.
- B. Adjustments must be handled through the railroad error claim provisions set forth in ITEM 80.

In addition to the above charges, consignees and shippers shall indemnify JXPT against any and all governmental fines which may be assessed for the holding of rail cars on railroad controlled tracks and the consignees and shippers shall be liable for any loss, damage, or delay to equipment or lading caused by an Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the shipper/loader, owner or consignee/receiver, or from any cause whatsoever which occurs while the equipment and lading is in the actual physical custody and control of JXPT due to the inability of the consignee or shipper to receive equipment or provide proper forwarding instructions, unless it can be proven that carrier's gross negligence was the cause of same. Consignees or shippers will be responsible for any cost incurred by JXPT for providing protection or surveillance of any commodity provided in this Item while held on JXPT property.

**SECTION III
SWITCHING AND MISCELLANEOUS CHARGES**

ITEM 300 **INTRA-PLANT SWITCHING**

The JXPT will perform intra-plant switching on loaded or empty cars at a charge of **\$195.00 per car non-hazardous**.

ITEM 305 **INTRA-TERMINAL SWITCHING**

The JXPT will perform intra-terminal switching on loaded or empty cars at a charge of **\$215.00 per car non-hazardous**.

Empty equipment moving to or from facilities for cleaning, lining, relining, maintenance, modification or repair not immediately preceded by or followed by a revenue movement via the JXPT will be assessed a charge of **\$350.00 per car, per movement**.

ITEM 310 **INTER-TERMINAL SWITCHING**

The JXPT will perform inter-terminal switching on loaded or empty cars at a charge of **\$215.00 per car non-hazardous**.

ITEM 315 **IMPROPER RELEASE OF CARS PLACED FOR LOADING OR UNLOADING**

When a shipper instructs the release of a car(s) previously placed for loading or unloading, but JXPT is unable to remove the car(s) because the loading or unloading of the car(s) has not been completed or for other reasons not attributable to JXPT, the car(s) will remain on demurrage as if the release had not been instructed, and a **charge of \$565.00 per car** will apply on each car, up to a **maximum charge of \$2,000.00 per occurrence**.

When the placement of a car(s) cannot be accomplished due to improper release of car(s) previously placed for loading or unloading or for other reasons not attributed to JXPT the car(s) will remain on demurrage as if the car(s) had not been ordered and a **charge of \$565.00 per car** will apply on each car, up to a **maximum charge of \$2,000.00 per occurrence**.

ITEM 320 **RELEASE OF CARS WITHOUT FORWARDING INSTRUCTIONS**

When a loaded or empty car(s), is released by the Customer, and car(s) are removed from industry, shop, team track or interchange tracks and are held by carrier awaiting forwarding instructions, a charge of **\$210.00 per car** with a **maximum charge of \$1,200.00 per bill of lading** will be assessed against the Customer taking responsibility for Miscellaneous Charges. If car(s) are subsequently ordered returned to the loader's interchange tracks, the applicable intra-terminal switching charge will be assessed against party requesting the service. **These charges are in addition to demurrage charges. Additional charges may also accrue as stated in WTS Rules Publication 9011-Series, supplements thereto and successive issues thereof, whichever is applicable.**

ITEM 325 **EMPTY CARS RETURNED UNUSED**

- A. When an empty car is furnished by another railroad for loading by an industry located on JXPT is refused by the industry because the car is not in proper condition to load and car must be returned to the furnishing railroad, a charge of **\$515.00 per car** will be assessed against the railroad furnishing the car.
- B. When an empty car furnished by any railroad is rejected for loading by an industry located on JXPT, and returned unused for reasons other than described in (A) above, a charge of **\$515.00 per car** will be assessed against the person, firm or corporation ordering the car.
- C. **APPLIES TO B:** Demurrage will also be charged for all detention, including, Saturdays, Sundays and Holidays from the date and time of actual or constructive placement until released, with no free time allowance.

ITEM 330 CARS INTERCHANGED OR DELIVERED TO JXPT IN ERROR (RAILROAD SETBACK)

Loaded or empty car(s) received in interchange by JXPT;

- A. without billing instructions, or
- B. at an interchange not specified in the billing, or
- C. when JXPT is not in the route, or
- D. when shipper, consignee or owner changes billing instructions to move car(s) via an outbound carrier other than JXPT

will be returned to the delivering carrier or forwarded to the proper carrier if interchange with such carrier within the same switching district at a charge of **\$310.00 per car or at the same charge listed in carrier's tariff for which delivery was received in error, whichever is greater.**

ITEM 335 INDUSTRY SETBACK

Industry Setbacks will only be accepted while car(s) are in possession of JXPT.

- A. Upon receipt of a request to return car(s) previously released on JXPT, JXPT will perform the service at a charge of **\$310.00 per car**, provided car(s) is within the originating terminal.

ITEM 340 STOP IN TRANSIT

A car from any point on the JXPT that is set-out for mechanical, or for any customer requested purpose, is subject to a **\$400 per car charge.**

ITEM 345 SERVICE OUTSIDE NORMAL OPERATING OR SERVICE HOURS

- A. If JXPT is requested by Customer to furnish necessary locomotive(s) and crew(s) to perform service at other than normal assigned time for a specific location, this Item applies.
- B. Charges will be assessed at a rate of **\$400.00 per hour** or fraction thereof, but not less than **\$3,200.00 per request**. Charges shall be assessed for each request for service, and will be in addition to any other chargeable services performed in connection therewith.
- C. Customer must provide JXPT personnel advance notice by phone at 866-889-2826, or by email at CS2@watcocompanies.com, that service outside of normal operating or service hours will be required, as well as the initial and number of the car(s). Prior to service being performed, JXPT must receive a fax at 844-476-6726 or an email at CS2@watcocompanies.com confirming the request, listing the initial and number of the car(s) previously furnished by phone.

ITEM 350 SPECIAL SWITCH SERVICES

JXPT will perform the following Special Switch Services upon request of shipper, consignee, or their agent, subject to availability of equipment and personnel to perform such services. JXPT will NOT be liable for any damages due to JXPT's failure to provide the Special Switch Services specified herein due to unsafe operating conditions, unavailability of personnel or equipment, or when prevented by any governmental action or law.

Charges will be assessed at a rate of **\$500.00 per hour** or fraction thereof, subject to a minimum charge of **\$2,000.00**. Charges shall be assessed for each request for special freight train service, regardless of the number of cars, and will be in addition to any other chargeable services performed in connection therewith.

Customer must provide JXPT personnel advance notice by phone at 866-889-2826 or by email at CS2@watcocompanies.com, for each special freight train service to be made under this tariff, providing JXPT all necessary information as to such special train movement, including consist, date and time of movement, and any other information and instructions pertinent to such movement, allowing sufficient time for JXPT to consummate whatever arrangements may be necessary to facilitate the movement of such train, including the assembly of equipment, personnel and other incidental requirements. Prior to service being performed, JXPT must receive written confirmation at CS2@watcocompanies.com or a fax at 844-476-6726, listing the initial and number of the car(s) previously furnished by phone.

ITEM 355 **TURNING CARS TO PERMIT LOADING/UNLOADING**

When a Customer requests JXPT to turn car(s) for the purpose of loading or unloading, a turning charge of **\$360.00 per car** will apply for each car that JXPT turns.

ITEM 360 **OVERLOAD CHARGES**

Over-sized shipments will be handled in accordance to the rules found in tariff WTS 9011, item 300. Over-sized is defined as follows:

- A. Car having capacity exceeding 263,000 lbs gross weight
- B. Clearance/Dimensional shipments with heights exceeding 15', width exceeding 11'6", or weight restrictions or any single piece exceeding 75,000 lbs.
- C. All cars of AAR Car Types FA, FC, FCA, FD, FMS, FW, LF, LG, and LS.

ITEM 365 **DIVERSION CHARGES**

General Application:

- A. When JXPT has taken physical possession of the car(s) from a connecting carrier or on-line served facility.
- B. Diversions will only be accepted from;
 - a. Payer of Freight
 - b. Authorized Representative/Agent of the Payer of Freight
 - c. Shipper
 - d. Consignee
 - e. Car owner/Lessee
- C. Diversion will not be accepted
 - a. After car has been interchanged to a connecting carrier
 - b. After actual placement
 - c. Require JXPT to perform Back hauls or Out-of-Line hauls
 - d. If car is already in an interchange block
 - e. If car is non-revenue empty
- D. JXPT reserves the right to reject a diversion request for any reason.
- E. JXPT will make diligent effort to effect desired diversion when the car is in JXPT possession.
 - a. JXPT will not assume any responsibility after a car has been classified or assembled into a train for movement, or if car has been "pre-blocked" or "run-through" train service.
 - b. JXPT will not be responsible for executing a diversion order on a specified day or time of day.
 - c. JXPT will not be responsible for increased charges when the diversion cannot be accomplished at the desired locations.
- F. JXPT personnel must receive advance notice by phone at 866-889-2826.
- G. Once JXPT personnel approves diversion, JXPT must receive an email at CS2@watcocompanies.com confirming request with details of where to send charges before diversion will be completed.
- H. Cars diverted prior to arrival of car at billed destination shall be charged a rate of **\$310.00 per car** as well as the otherwise applicable charges for the move.

ITEM 370 **PRIVATE CAR MILEAGE**

The JXPT is not a party to the RIC 6007 SERIES Tariff covering private car mileage, therefore does not pay private car mileage.

ITEM 375 **CLOSING DOORS**

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 JXPT and a charge of **\$210.00 per door handled** will apply.

ITEM 380 LOCAL SWITCHING RATES AND CHARGES

The switching charges named below cover the movement of empty or loaded cars between the interchange tracks of the CSXT or NS and any point on the tracks of JXPT. Cars emptied and loaded for outbound movement will be subject to switching charges covering both movements.

SWITCHING SERVICE	NOTES	CHARGE
Inbound/Outbound Switch	General Merchandise & Auto Traffic	\$225.00/car
Inbound/Outbound Switch	Intermodal Containers, Loaded or Empty	\$88.00/container

ITEM 385 HAZARDOUS COMMODITIES FOR ALL SWITCHING SERVICES

When cars loaded with hazardous materials are switched by JXPT, special charges of **\$263.00** per car if commodity is classified as being TIH/PIH, or **\$137.00** per car if commodity is classified as being hazardous material other than TIH/PIH (see Item 10). **These charges are in addition to all other switching charges.**

For intermodal containers that qualify as hazardous, please reach out to JXPTRates@watcocompanies for pricing information.