



# **TARIFF CSXT 8200-J**

**(Supplement 20)**

**CONTAINING**

**COAL RATE DISTRICTS,**

**MILEAGE SCALE PRICES**

**AND**

**RULES AND PRICES**

**COVERING**

**ACCESSORIAL SERVICES ON**

**COAL (STCC 11) AND COKE (STCC 29 914)**

**(THE DIRECT PRODUCT OF COAL)**

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**COAL/COKE/ACCESSORIAL SERVICES PRICE CATALOG**

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**ISSUED: NOVEMBER 26, 2012**

**EFFECTIVE: JANUARY 1, 2013**

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**SECTION 5 – TRAINLOAD / UNIT TRAIN SERVICE**

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**(B) (ITEM 5200) – TRAINLOAD/UNIT TRAIN RIVER DEMURRAGE**

1. Applicable only at Destinations shown in Note 8, and only in connection with prices applying on trainload, unit train, or multiple car shipments subject to a minimum of not less than 5500 net tons or more, which shipments are hereinafter referred to as “trainload.” Twelve (12) hours free time will be allowed at destination for unloading (see Notes 1, 2, and 3), excluding Holidays (see Note 7), and releasing or returning empty cars of the trainload consignment to the carrier time will be computed from the time of actual or constructive placement on consignee’s tracks or other designated tracks. Provided, however, in the event cars arrive at destination prior to the time specified in CSXT’s River Permitting Schedule applicable to the shipment involved, such cars shall not be constructively placed prior to the arrival time specified in CSXT’s River Permitting Schedule. Constructive placement occurs when actual placement is prevented due to a cause attributable to consignee. Cars held in excess of twelve (12) hours, excluding Holidays (see Note 7), will be charged for the following charges per trainload shipment, until all the cars of the shipment are released:

\$75.00 per hour for the first chargeable hour or fraction thereof and each subsequent chargeable hour or fraction thereof, not exceeding sixteen (16) hours and fifty-nine (59) minutes.

\$150.00 per hour for each subsequent chargeable hour or fraction thereof beginning with the 17<sup>th</sup> chargeable hour or fraction thereof.

2. Applicable only at Destinations shown in Note 9, and only in connection with prices applying on trainload, unit train or multiple car shipments subject to a minimum of not less than 5500 net tons or more, which shipments are hereinafter referred to as “trainload”.

Twenty-four hours free time will be allowed for unloading (see Notes 1, 3, and 6), excluding Holidays (see Note 7), and releasing or returning all cars included in the trainload consignment. Time will be computed from time of actual placement until release of empty cars to carrier. Actual placement is made when cars are placed on designated tracks. If the carrier is prevented from placing cars due to any cause attributable to the consignee, cars will be considered constructively placed. Provided, however, in the event cars arrive at destination prior to the time specified in CSXT’s River Permitting Schedule applicable to the shipment involved, such cars shall not be constructively placed prior to the arrival time specified in CSXT’s River Permitting Schedule. Cars held in excess of 24 hours, excluding Holidays (see Note 7), will be charged \$20.00 per car, per day or fraction thereof until empty cars are released to carrier.

3. Applicable only at Destinations shown in Note 10 and only in connection with prices applying on trainload or unit train shipments (which are subject to a minimum of not less than 8400 net tons or more) or multiple car shipments (which are subject to a minimum of not less than 4500 net tons or more), which shipments are hereinafter referred to as “trainload”.

Four hours free time will be allowed at destination for unloading (see Notes 1, 2, and 3) and releasing or returning empty cars of the trainload/unit train consignment to the carrier. When carrier crews are utilized during the unloading process, time is to be computed from the time of actual or constructive placement of the first loaded car in position of unloading, at the unloading facility, until the release of empty cars to carrier. When carrier crews are not utilized during the unloading process, time is to be computed from the time of actual or constructive placement on consignee’s tracks or other designated tracks. Provided, however, in the event cars arrive at destination prior to the time specified in CSXT’s River Permitting Schedule applicable to the shipment involved, such cars shall not be constructively placed prior to the arrival time specified in CSXT’s River Permitting Schedule. Constructive placement occurs when actual placement is prevented due to a cause attributable to consignee. Cars held in excess of four hours will be charged \$300.00 for each chargeable hour, or fraction thereof, per trainload/unit train until all cars in the train consignment are released.



CSXT 8200-J

SECTION 5

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SECTION 5 – TRAINLOAD / UNIT TRAIN SERVICE

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(ITEM 5200) – TRAINLOAD/UNIT TRAIN RIVER DEMURRAGE (Continued)

EXPLANATION OF NOTES

- Note 1.** (a) If by reason of an act of God, (1) floods, (2) earthquakes, (3) hurricanes, (4) tornadoes and conditions in the devastated area resulting therefrom, or (5) river ice conditions, where coal is transferred from cars to vessels, boats or barges, consignee cannot unload and release within the free time allowed in this item all cars of consignment, no detention charges will be assessed (Note 6).
- (b) If by reason of (1) strikes, lockouts, labor disputes or work stoppages in the consignee's receiving facilities, (2) a mechanical breakdown or fire (Note 4) in consignee's receiving facilities, consignee cannot release all cars of a consignment, the free time will be 48 hours, detention will be charged for all cars at \$10.00 per car, per day or fraction thereof following free time allowance (Note 5).
- Note 2.** When at the time of actual or constructive placement lading is frozen so as to require heating, thawing, or loosening to unload, and a freeze conditioning agent has been properly applied, the 12 hours free time for unloading will be extended an additional 12 hours, provided the consignee shall, prior to the expiration of five days after the date on which car or cars were released, send or give the railroad's agent a written statement certifying by car initial and number, the day or days during which any time was expended in heating, thawing, or loosening the lading to unload the car or cars.
- Note 3.** On car(s) not arriving with trainload consignment, due to any cause attributable to carrier, such car(s) will be subject to the average agreement provisions provided in Item 8070, Section 8. (The price protected on said straggler car(s) will be price applicable on the trainload shipment as originally billed prior to removal of said car(s) from trainload shipment as tendered to carrier.)
- Note 4.** Breakdown in facilities of consignee will include only the mechanical breakdown in equipment vital to the coal unloading operation. Fire in facilities of consignee will include only fire incapacitating the equipment vital to the unloading operations.
- Note 5.** The consignee must certify in writing, within a period of five (5) days from date of disability, to the destination carrier, when he is unable to unload and release cars of a consignment due to any disability listed in Note 1, including the nature of the disability and the actual time said disability commenced and terminated.
- Note 6.** When at the time of actual or constructive placement lading is frozen so as to require heating, thawing, or loosening to unload, and a freeze conditioning agent has been properly applied, the twenty-four (24) hours free time for unloading will be extended an additional twenty-four (24) hours, provided the consignee shall, prior to the expiration of five (5) days after the date on which car or cars were released, send or give the railroad's agent a written statement certifying by car initial and number, the day or days during which any time was expended in heating, thawing, or loosening the lading to unload the car or cars.



CSXT 8200-J

SECTION 5

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SECTION 5 – TRAINLOAD / UNIT TRAIN SERVICE

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(ITEM 5200) – TRAINLOAD/UNIT TRAIN RIVER DEMURRAGE (Continued)

**Note 7.** The term “Holiday” refers to the following days:

- New Years Day – January 1 (Note)
- President’s Day – Third Monday of February
- Memorial Day – Last Monday of May
- Independence Day – July 4 (Note)
- Labor Day – First Monday of September
- Thanksgiving Day – Fourth Thursday of November
- Christmas Day – December 25 (Note)

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

**Note 8.** Twelve (12) hour unloading river facility as follows:

- Riverport, KY (LTCRT)
- Wilder, KY (LRT)

**Note 9.** Twenty-four (24) hour unloading river facility as follows:

- Alicia, PA (Consol)
- Bunola Siding, PA (Canestrале)
- Ceredo, WV (CRD)
- Glassport, PA (MVT)
- Huntcoal, WV (HCT)
- Huntington, WV (ORT)
- LaBelle, PA (Canestrале)
- Maysville, KY (TTI)
- Monaca, PA (Colona Terminals)
- Monessen, PA (Three Rivers Marine)
- Parkersburg, WV (Dockside)

**Note 10.** Four (4) hour unloading river facility as follows:

- Mt. Vernon, IN (Mapco)



CSXT 8200-J

SECTION 5

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SECTION 5 – TRAINLOAD / UNIT TRAIN SERVICE

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**(C)(A) (ITEM 5200-A) –UNIT TRAIN RIVER DEMURRAGE (Supersedes ITEM 5200)**

CSXT may charge demurrage for railcars held at river piers in the following circumstances:

1. Twenty-four (24) hours free time will be allowed for unloading and Releasing of all Cars included in a Unit Train. Unloading time is to be computed from the time of Placement at the unloading facility, or Constructive Placement of the train on Carrier's tracks awaiting delivery to the unloading facility, through the release of the empty Cars to Carrier. In the event Cars arrive at destination prior to the time specified in CSXT's Unit Train Management System applicable to the Shipment involved, such Cars shall be deemed Constructively Placed at the arrival time specified in CSXT's Unit Train Management System. Cars held in excess of 24 hours from 12:01 AM of the day after the Placement or Constructive Placement of the Cars, excluding Holidays, will be charged \$30.00 per Car, per Day until all empty Cars are released to Carrier.
2. When at the time of Placement or Constructive Placement, Coal or Coke is frozen so as to require heating, thawing, or loosening to unload, and a freeze agent has been properly applied, the free time for unloading will be extended an additional twelve (12) hours. Consignee shall, within five (5) days after the date on which the Cars were released, provide CSXT's agent written certification of such frozen lading. Such certification shall identify Cars by car initial and number, the day or days during which any time was expended in heating, thawing, or loosening of Coal or Coke to unload the Cars.

**(B) Cancel**  
**(C) Change**  
**(A) Increase**