

FT TRC 8000 (NEW)

# TRONA RAILWAY COMPANY

## FREIGHT TARIFF TRC 8000 (NEW)

CONTAINING  
RATES, RULES, REGULATIONS  
DEMURRAGE  
AND  
SWITCHING CHARGES  
APPLYING  
AT AND BETWEEN  
STATIONS ON THE  
TRONA RAILROAD COMPANY

## LOCAL FREIGHT TARIFF

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

**ISSUED: December 11, 2019**

**EFFECTIVE: January 1, 2020**

ISSUED BY

Mark Bennett, Manager  
Trona Railway Company  
13068 Main Street  
Trona, CA 93562

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<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</b></p>	<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS-UNLIMITED</b></p>
<p><b>ITEM 40</b></p> <p align="center"><b>DESCRIPTION OF GOVERNING CLASSIFICATION AND EXCEPTIONS</b></p> <p>The terms "Governing Classifications" and "Uniform Freight Classification" when used herein, mean: Uniform Freight Classification 6000-Series, issued by National Railroad Freight Committee Agent.</p>	<p><b>ITEM 65</b></p> <p align="center"><b>NON-APPLICATION ON "ORDER NOTIFY," ETC., SHIPMENTS</b></p> <p>Intra-plant, Intra-Terminal or Inter-Terminal switching service provided for herein will not be performed on shipments moving under order notify bills of lading or under straight bills of lading (including shipments consigned to one party, notify or advise another party) which carry a provision (see Section 4, Rule 7 of Uniform Freight Classification) (See Item 40), requiring the surrender of bill of lading, written order, or other document before making delivery.</p>
<p><b>ITEM 50</b></p> <p align="center"><b>EXPLOSIVES AND DANGEROUS ARTICLES</b></p> <p>For rules and regulations governing the transportation of explosives and other dangerous articles by freight, also specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see Tariff BOE 6000-Series.</p>	<p><b>ITEM 70</b></p> <p align="center"><b>PAYMENT OF CHARGES</b></p> <p>Customer shall be liable for payments of the transportation charges accruing on a shipment and nothing herein shall limit the right of the TRC to require at time of movement, shipment or delivery the prepayment or guarantee of charges set forth herein, unless Customer has entered into an agreement for credit with the TRC. Customer will pay TRC immediately upon presentation of a bill therefor by TRC. If charges have not been prepaid, or customer has not entered into an agreement for credit with TRC, the TRC will not accept shipment from customer, make delivery of shipment to customer or accept request for any other movement of car without payment or guarantee of all outstanding or current charges.</p> <p>Acceptance of shipment by Customer shall be deemed acceptance of responsibility for payment of all charges accruing on the shipment, including, but not limited to demurrage, switching and all other charges that may be applicable. Such payment shall be in U.S. money and cannot be reduced to offset claims, damages to property, or for any other reasons.</p> <p><b>FINANCE CHARGES:</b> The TRC will assess a finance charge of 1.5% per month (18% per annum) on unpaid bills, including, without limitation, demurrage, switching and all other charges which are not paid within credit period. The finance charge continues to accrue daily until payment is received by this railroad.</p> <p>If TRC, at its sole discretion, uses a collection agency or attorneys to collect delinquent bills for freight or other charges and TRC is successful in collecting such charges, Customers shall reimburse TRC for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.</p>
<p><b>ITEM 55</b></p> <p align="center"><b>CAPACITY AND DIMENSIONS OF CARS</b></p> <p>For marked capacities, length, dimension and cubical capacities of cars, see Official Railway Equipment Register, RER 6414 Series, issued by R.E.R. Publishing Corporations, Agent.</p>	
<p><b>ITEM 60</b></p> <p align="center"><b>STATION LIST AND CONDITIONS</b></p> <p>This tariff is governed by Official Railroad Station List OPLS 6000 Series to the extent shown below:</p> <p><b>PREPAY REQUIREMENTS AND STATION CONDITIONS</b></p> <p>(A) For additions and abandonments of stations, and, except as otherwise shown herein, for prepay requirements, changes in names of stations, restrictions as to acceptance or delivery of freight, and changes in station facilities, etc.</p> <p>When a station is abandoned as of a date specified in the above named tariff, the rates from and to such station as published in this tariff are inapplicable on and after that date.</p> <p align="center"><b>STATION NUMBERS</b></p> <p>(B) For station numbers of stations shown or referred to in this tariff.</p>	
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

<p><b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS-UNLIMITED</b></p>	<p><b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b></p>
<p><b>ITEM 75</b></p> <p style="text-align: center;"><b>SECURITY DEPOSIT</b></p> <p>For customers who have established credit with this railroad, a deposit to secure payment of all charges, including, demurrage, storage, detention, switching or other accessorial charge that may accrue will be required from such customer who has failed to pay demurrage, storage, detention, switching or other accessorial charges when due under applicable laws and regulations. (Customers as referred to herein shall mean any and all consignors, consignees, beneficial owners or other responsible parties.)</p> <p>The deposit must be paid before any freight car or trailer is delivered to such customer for loading or unloading.</p> <p>The minimum deposit for each freight car will be the average amount per freight car of demurrage, detention, storage, switching or other accessorial charges outstanding at the time this tariff provision is invoked against Customer. The maximum amount of deposit will be determined by this railroad's credit office or through other alternative forms of security. The credit office may waive the minimum deposit per car by accepting a revolving deposit of \$1,000.00 to \$50,000.00 based on traffic volume. The deposit will be held in an escrow account to guarantee payment of and to be applied against any switching, demurrage, detention, storage or other accessorial charges which may accrue since the implementation of the security deposit arrangement.</p> <p>This railroad will refund the deposit or balance of the deposit within thirty (30) days after notification by its agents that the equipment has been released to this railroad. Any switching, demurrage, detention, storage or other accessorial charges will be deducted from the deposits before any refunds are made. The deposit or balance of the deposit may be transferable to another freight car to cover charges incurred since the implementation of the security deposit arrangement.</p> <p>Security deposits will no longer be required after the Customer has paid all outstanding switching, demurrage, detention, storage and other accessorial charges and has given assurance in writing to the satisfaction of this railroad's credit office that future switching, demurrage, detention, storage and other accessorial charges will be paid within the credit period.</p>	<p><b>ITEM 100</b></p> <p style="text-align: center;"><b>DIMENSIONAL SHIPMENTS AND SHIPMENTS EXCEEDING MAXIMUM GROSS WEIGHT ON RAIL</b></p> <p>The TRC will not accept in interchange shipments of excessive dimensions, nor shipments exceeding 286,000 lbs. maximum gross weight on rail (car and lading) unless prior arrangements have been made with the TRC.</p> <p>A charge of \$400.00 per car will be assessed delivering carrier for the return and/or setback of such cars interchanged to the TRC.</p>
	<p><b>ITEM 102</b></p> <p style="text-align: center;"><b>HAZARDOUS MATERIALS</b></p> <p>Shipments of Hazardous Materials will not be accepted in interchange unless prior arrangements have been made with the TRC (See Note).</p> <p><b>NOTE:</b> On shipment of any hazardous material accepted by the TRC, shipper shall indemnify the TRC and hold the TRC harmless for any and all loss, liability or cost whatsoever that the TRC may incur or be held responsible for, to the extent that such liability is due to, or arises from:</p> <ul style="list-style-type: none"> <li>(a) Defects in or failure of shipper's cars and equipment,</li> <li>(b) a failure of shipper or shipper's agent to conduct proper or appropriate pre-shipment inspection of the cars as described in 49 CFR Sec. 173.31 (d) or</li> <li>(c) misidentification of commodity shipped.</li> </ul> <p>The foregoing indemnification shall not apply to any loss or liability caused by or due to the TRC's failure to conduct pre-departure inspections as described in 49 CFR Sec. 174.9 or failure to follow AAR interchange rules, or any other liability resulting from the TRC's negligence.</p> <p>The above provisions apply to shipments of Classes A, B or C explosives, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, and hazardous materials, substances or wastes requiring the use of a 4-digit identification number on shipping papers, placards or panels, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, while held on the TRC premises.</p>
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

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SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 1 MISCELLANEOUS RULES AND CHARGES
<p><b>ITEM 104</b></p> <p align="center"><b>PER DIEM</b></p> <p>TRC does not pay private car mileage allowance.</p>	<p><b>ITEM 112</b></p> <p align="center"><b>CARS RETURNED TO THIS RAILROAD BY CONNECTING CARRIER DUE TO CUSTOMER ERROR</b></p> <p>On cars released by customer that are returned to this railroad by connecting carrier due to improper billing instructions, customer will be assessed a charge of \$350.00 per car which will be in addition to any other applicable linehaul and accessorial charges.</p>
<p><b>ITEM 105</b></p> <p align="center"><b>FURNISHING CARS</b></p> <p>TRC will not undertake to furnish cars of any particular type, size or dimension when to be used in Intra-Plant, Intra-Terminal or Inter-Terminal switching.</p>	<p><b>ITEM 114</b></p> <p align="center"><b>CARS RELEASED BY CUSTOMER WITHOUT PROPER DISPOSITION OR FORWARDING INSTRUCTIONS</b></p> <p>When on customer's instructions cars are removed from an industry and are held by TRC awaiting forwarding instructions, a charge of \$200.00 per car per day will be assessed against the party responsible for furnishing the forwarding instructions.</p> <p>Demurrage <b>charges will continue to apply until such instructions are received.</b></p>
<p><b>ITEM 106</b></p> <p align="center"><b>CARS INTERCHANGED IN ERROR</b></p> <p>A charge of \$150.00 per car will be assessed on cars interchanged to or from TRC due to error on the part of rail carrier making such interchange.</p>	<p><b>ITEM 116</b></p> <p align="center"><b>CARS FURNISHED BUT NOT USED</b></p> <p>Except as otherwise provided in tariffs lawfully on file, when an empty car is actually placed or constructively placed for loading, but is not used in subsequent transportation service and is released empty, a charge of \$200.00 per car in addition to applicable demurrage charges will be made against the party ordering but not using the equipment.</p> <p>EXCEPTION: This charge will not apply when cars are refused or rejected account of not being in proper condition for loading.</p> <p>NOTE: Charge will not apply on cars unfit for loading, See Item 120, this tariff.)</p>
<p><b>ITEM 108</b></p> <p align="center"><b>FAILURE TO PULL INTERCHANGE</b></p> <p>The TRC will assess connecting carrier a charge of \$100.00 per car per day, or fraction of a day, for failure to pull cars offered in interchange. Charge to be assessed from day car(s) is interchanged until day car is pulled by connecting carrier.</p>	
<p><b>ITEM 110</b></p> <p align="center"><b>CHARGES ON CARS RECEIVED WITHOUT BILLING, OR WITH IMPROPER BILLING AT INTERCHANGE POINTS</b></p> <p>When cars empty or loaded are received at an interchange point by a carrier from its connection without proper billing (See Note), such cars will, upon the request of the delivering carrier, be returned, subject to a charge of \$200.00 per car for returning the loaded or empty car to the connections of the carrier making the request.</p> <p>NOTE: When instructions are not received within twenty-four (24) hours from time of receipt of car at connection, a hold charge of \$75.00 per car will be assessed thereafter for each twenty-four (24) hours or fraction thereof until instructions or billing is received.</p>	
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

<p align="center"><b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b></p>	<p align="center"><b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b></p>												
<p><b>ITEM 118</b></p> <p align="center"><b>CHARGE FOR USE OF SPECIAL EQUIPMENT</b></p> <p>TRC will not furnish cars that are other than ordinary equipment for use in Intra-Plant, Intra-Terminal or Inter-Terminal switching service. In the event other than ordinary equipment is used, an additional charge of \$300.00 will be assessed. On joint-line movements, this charge will be assessed only once (see Exception).</p> <p align="center"><b>ORDINARY EQUIPMENT MEANS:</b></p> <ol style="list-style-type: none"> <li>1. XM boxcars not exceeding 52 feet in length, inside measurement.</li> <li>2. FM flatcars, not over 54 feet in length and having capacity not over 180,000 pounds.</li> <li>3. Gondola cars having marked capacity not greater than 180,000 pounds, but not including gondola cars of any length equipped with covers, hoods, containers or cradle floors.</li> <li>4. Open-top hopper cars not exceeding 43 feet in length, inside measurement, and having marked capacity not exceeding 180,000 pounds.</li> <li>6. Shipper owned or leased cars.</li> </ol> <p><b>EXCEPTION:</b> Provisions of this item do not apply on a movement immediately prior or subsequent to a revenue line-haul movement and notation so stating is made by shipper on shipping document.</p>	<p><b>ITEM 124</b></p> <p align="center"><b>STANDBY SERVICE</b></p> <p>When the TRC's locomotive and crew are held at the request of an industry or delayed by an industry within the confines of the industry or immediately adjacent thereto, the charge for such standby or delay shall be \$250.00 per hour or fraction thereof. Such charges shall be in addition to other published charges, if any, applicable to cars delayed or handled.</p>												
<p><b>ITEM 120</b></p> <p align="center"><b>IMPROPER CARS FURNISHED FOR LOADING BY CONNECTING LINES</b></p> <p>When cars ordered by industries for loading are refused on account of not being in proper condition to load, a charge of \$350.00 per car will be assessed against the railroad furnishing the car.</p>	<p><b>ITEM 126</b></p> <p align="center"><b>CHARGE FOR HEAVY DUTY FLAT CARS</b></p> <p>When heavy-duty flat cars as defined in Tariff RPS 6740-Series are used on shipments both originating and terminating within the same switching district, the following charges will be assessed:</p> <p align="center"><b>USE CHARGE</b></p> <p>\$1,000.00 per car switching movement (not subject to any other switching charges published in this tariff).</p> <p align="center"><b>SPECIAL DETENTION CHARGES</b></p> <p>When cars are held beyond the Free Time permitted in Item 650, charges therein will be assessed and in addition the following detention charges will be assessed for each twenty-four (24) hour period or fraction thereof beyond the authorized free time:</p>												
<p><b>ITEM 122</b></p> <p align="center"><b>CARS RELEASED, NOT READY TO PULL</b></p> <p>Should a customer of TRC release a car, which causes the dispatch of a train to pick up the car, and the equipment is not ready to pull, TRC will assess a charge of \$225.00, in addition to any and all other applicable charges.</p>	<p align="center"><b>CHARGES IN DOLLARS PER CAR</b></p> <table border="0"> <tr> <td>1<sup>ST</sup> 24 hours .....</td> <td>\$100.00</td> </tr> <tr> <td>2<sup>ND</sup> 24 hours .....</td> <td>\$150.00</td> </tr> <tr> <td>3<sup>RD</sup> 24 hours .....</td> <td>\$200.00</td> </tr> <tr> <td>4<sup>TH</sup> 24 hours .....</td> <td>\$250.00</td> </tr> <tr> <td>5<sup>TH</sup> 24 hours .....</td> <td>\$300.00</td> </tr> <tr> <td>6<sup>TH</sup> 24 hours and each subsequent 24 hours .....</td> <td>\$400.00</td> </tr> </table> <p align="center"><b>NON-USE CHARGE</b></p> <p>When car is ordered, placed and released back to TRC without being used in transportation service, a charge of \$500.00 per car will be assessed and will be in addition to any detention charges that may accrue.</p>	1 <sup>ST</sup> 24 hours .....	\$100.00	2 <sup>ND</sup> 24 hours .....	\$150.00	3 <sup>RD</sup> 24 hours .....	\$200.00	4 <sup>TH</sup> 24 hours .....	\$250.00	5 <sup>TH</sup> 24 hours .....	\$300.00	6 <sup>TH</sup> 24 hours and each subsequent 24 hours .....	\$400.00
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<p align="center"><b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b></p>	<p align="center"><b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b></p>
<p><b>ITEM 128</b></p> <p align="center"><b>CARS RELEASED AND SUBSEQUENTLY RETURNED TO INDUSTRY</b></p> <p>When on shipper's orders, cars that have been released and pulled by this railroad are returned to industry, charge of \$250.00 per car will be assessed for the return of such cars. Demurrage charges will continue to apply until cars are released.</p>	<p><b>ITEM 145</b></p> <p align="center"><b>TURNING OF CARS TO PERMIT UNLOADING</b></p> <p align="center"><b>PART 1</b></p> <p>Applicable only on cars loaded and unloaded within the switching limits of the station (including adjacent or contiguous switching of industrial districts) involved.</p>
<p><b>ITEM 130</b></p> <p align="center"><b>RE-SPOTTING (SET-BACK) CHARGE</b></p> <p>Customer will be assessed a charge of \$175.00 per car on cars that have been placed for loading or unloading and subsequently removed and re-spotted (set-back) in order to place or move other cars. Demurrage charges will continue to apply until cars are released.</p>	<p>(A) Except as provided in Paragraph (B), orders calling for placement of cars for unloading from a particular side or end will not be accepted when moving in Intra-Plant, Intra-Terminal or Inter-Terminal service.</p> <p>(B) Upon request of shipper for a car moving in Intra-Terminal switching service to be placed for unloading from a particular side or end, the TRC will perform such service at a charge of \$200.00 per car, which will be in addition to the applicable switching and special equipment penalty charge (See Note 1).</p>
<p><b>ITEM 140</b></p> <p align="center"><b>REPOSITIONING CARS TO EFFECT CUSTOMER'S REQUEST</b></p> <p>When customer's request for movement of a specific car(s) which requires this railroad to sort and reposition other cars to effect customers request, a charge of \$175.00 per car, per occurrence, will be assessed against customer making the request.</p>	<p>NOTE 1: Applicable only where WYE is located within the switching limits of the station (including adjacent or contiguous switching or industrial districts where Intra-Terminal switching charges are in effect) involved.</p> <p align="center"><b>PART 2</b></p>
	<p>1. In instances where it is desired that freight in carloads be placed on delivery tracks for loading or unloading at stop-off points or destination from one particular side or end of car, cars must be properly placarded on both sides and notation made on Bill of Lading and Waybill subsequently as follows:</p> <p>Deliver car for unloading from the door or end specified by placard.</p> <p>2. On freight in carloads, not properly placarded on both sides of car to unload from one particular side or end of car which shipper or consignee after initial placement of car, directs carrier to turn and return to the same track for unloading from opposite side or end of car, the following shall apply:</p> <p>(a) If the car is turned at a WYE or a turntable within the confines of an industry, apply published Intra-Plant switching charges, but in no case less than \$110.00</p>
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	



SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 1 MISCELLANEOUS RULES AND CHARGES
<p><b>ITEM 145 (Cont.)</b></p> <p><b>TURNING OF CARS TO PERMIT UNLOADING</b></p> <p>PART 2 (Cont'd)</p> <p>CHARGES (See Notes 1 and 2)</p> <p>(b) If the car is turned at a WYE or a turntable within the same switching district, but outside the confines of the industry, \$200.00.</p> <p>(c) If the car must be moved to a WYE or a turntable located outside the switching district and the roundtrip distance to and from the WYE or the turntable is 100 miles or less, \$375.00.</p> <p>NOTE 1: If Bill of Lading carries a notation that car has been placarded and placard has disappeared before placement, the charge named therein will not apply.</p> <p>NOTE 2: If the line-haul rate is lower than the charge for turning of the car, the line-haul rate will be assessed.</p>	<p><b>ITEM 160</b></p> <p><b>ARTICULATED CARS</b></p> <p>Each unit of articulated cars, loaded or empty, will be subject to all rules, regulations, and charges as applied to a single railcar.</p>
<p><b>ITEM 150</b></p> <p><b>TURNING CARS</b> (Out-of-Route Movement)</p> <p>A charge of \$125.00 per car, \$250.00 per car for out of route movement to turn, will be assessed for the turning of a car at shipper/consignor request.</p>	<p><b>ITEM 165</b></p> <p><b>OVERLOADED CARS</b></p> <p>Cars found to be overloaded will be subject to the following additional charges (See Note):</p> <ol style="list-style-type: none"> <li>\$300.00 per car - When a car is discovered to be overloaded at loading point or within the confines of the industry. Charge to be assessed consignor.</li> <li>\$400.00 per car - When a car is discovered to be overloaded beyond loading point or confines of the industry. Charge to be assessed consignor.</li> </ol> <p>(It will be the responsibility of the consignor to adjust the lading at their own expense sufficient to eliminate the overload condition.)</p> <ol style="list-style-type: none"> <li>\$400.00 per car - When a car is received in interchange from connections and is found to be overloaded, such car will be returned to delivering carrier for adjustment to lading to eliminate the overload condition. Charge to be assessed delivering carrier.</li> </ol> <p>NOTE: In addition to the above charges, a \$75.00 per car per day or fraction of a day will be assessed for every day the car remains in an overloaded status.</p>
<p><b>ITEM 155</b></p> <p><b>IDLER/BUFFER CARS</b></p> <p>Idler/Buffer cars will be subject to the same charges, rules, and regulations as are applied to loaded cars. (An Idler/Buffer car is an empty car, on which no part of a load rests, that is used in transporting freight of unusual length or excessive weight for the safe transportation or protection of the lading).</p>	
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

**FT TRC 8000**

<b>SECTION 2 MISCELLANEOUS RULES AND CHARGES</b>			<b>SECTION 5 SWITCHING RULES AND CHARGES</b>																	
<p><b>ITEM 200</b></p> <p align="center"><b>WEIGHING</b></p> <p>When a car is weighed or reweighed either empty or loaded at the request of either consignee, a charge of \$250.00 per car will be made each time the car is weighed, if scale is available.</p>			<p><b>ITEM 500</b></p> <p align="center"><b>NON-APPLICABLE OF CHARGES IN CONNECTION WITH LINE-HAUL</b></p> <p>The charges published in this Section will not apply in connection with a line-haul.</p>																	
<p align="center"><b>SECTION 3 LOCAL RATES (NOT APPLICABLE FOR USE IN CONSTRUCTING COMBINATION RATES)</b></p>			<p><b>ITEM 505</b></p> <p align="center"><b>NON-APPLICATION IN COMBINATION WITH OTHER CHARGES</b></p> <p>The charges published in this Section will not apply in combination with other charges in this Section between locations on the same railroad.</p>																	
<p><b>ITEM 300</b></p> <p align="center"><b>FREIGHT ALL KINDS</b></p> <p>FREIGHT, ALL KINDS, when moving locally on the TRC only, will be moved at the rate of \$600.00 per car.</p>			<p><b>ITEM 510</b></p> <p align="center"><b>SWITCHING OF LOCOMOTIVES ON OWN WHEELS, BUT NOT UNDER OWN POWER</b></p> <p>Locomotives moving on own wheels, but not under own power, when moved from one location to another location within the same switching district, will be assessed a charge of \$1000.00. If the locomotive is moved for turning, the charge will be applied in each TRC in each direction.</p>																	
<p align="center"><b>SECTION 4 RULE 11 RATES</b></p>			<p><b>ITEM 515</b></p> <p align="center"><b>SPECIAL SWITCHING SERVICE</b></p> <p>Special Switching Service is a movement in other than normal service at the specific request of the shipper or consignee, or as may be required due to other conditions not permitted in normal operations.</p> <p>The charge for a special switching service will be a minimum of \$1200.00 for the first four hours, plus \$250 for each additional hour or fraction thereof over four (4) hours but not exceeding eight (8) hours per occurrence, and will be in addition to all other charges associated with the movement.</p> <p>The time for the purposes of these charges is to be calculated from the time the crew goes on duty until the crew goes off duty.</p> <p>(The TRC reserves the right to restrict or modify any request for special switching service.)</p>																	
<p><b>ITEM 400</b></p> <p align="center"><b>RULE 11 RATES</b></p> <p>For traffic originating or terminating on the TRC, the following rates will apply:</p> <table border="1"> <thead> <tr> <th align="left"><b>MATERIAL / COMMODITY</b></th> <th align="center"><b>STCC</b></th> <th align="center"><b>RATE (Per Car)</b></th> </tr> </thead> <tbody> <tr> <td>Freight, All Kinds</td> <td align="center">46 111 10</td> <td align="center">\$ 600.00</td> </tr> <tr> <td>Monoethanolamine</td> <td align="center">49 356 65 / 28 181 27</td> <td align="center">\$1441.00</td> </tr> <tr> <td>Sulfuric Acid</td> <td align="center">28 193 15 / 49 300 40</td> <td align="center">\$1374.00</td> </tr> <tr> <td>Combustible Liquid (NOS) (Hydrocarbons)</td> <td align="center">28 612 43/ 49 131 01</td> <td align="center">\$1304.00</td> </tr> </tbody> </table> <p>All rates apply except special rates under a Contract, Agreement or UP CMA Agreement.</p>			<b>MATERIAL / COMMODITY</b>	<b>STCC</b>	<b>RATE (Per Car)</b>	Freight, All Kinds	46 111 10	\$ 600.00	Monoethanolamine	49 356 65 / 28 181 27	\$1441.00	Sulfuric Acid	28 193 15 / 49 300 40	\$1374.00	Combustible Liquid (NOS) (Hydrocarbons)	28 612 43/ 49 131 01	\$1304.00			
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<b>SECTION 5 SWITCHING RULES AND CHARGES</b>	<b>SECTION 6 CAR DEMURRAGE RULES AND CHARGES</b>
<p><b>ITEM 520</b></p> <p align="center"><b>DEFINITION OF INTRA-PLANT SWITCHING</b></p> <p>A switching movement from one location to another location within the confines of an industry located on the TRC.</p>	<p><b>ITEM 600</b></p> <p align="center"><b>APPLICATION</b></p> <p>Except where provided to the contrary, Demurrage Rules and Charges contained herein apply to all railroad and privately-owned cars held for or by consignors (See Note 1) and consignees (See Note 2) for any purpose.</p> <p>NOTE 1: For the purpose of applying demurrage in Section 1, this tariff, Consignor includes any person receiving railcars from this railroad for loading as more specifically provided for in 49 CFR 1333.</p> <p>NOTE 2: For the purpose of applying demurrage in Section 1, this tariff, Consignee includes any person receiving railcars from this railroad for unloading as more specifically provided for in 49 CFR 1333.</p>
<p><b>ITEM 525</b></p> <p align="center"><b>DEFINITION OF INTRA-TERMINAL SWITCHING</b></p> <p>A switching movement (other than Intra-Plant) from one location to another on the TRC, within the switching limits of one station or industrial switching district.</p>	
<p><b>ITEM 530</b></p> <p align="center"><b>DEFINITION OF INTER-TERMINAL SWITCHING</b></p> <p>A switching movement between industry tracks on the TRC and interchange with connecting lines when within the switching limits of the same location.</p>	
<p><b>ITEM 535</b></p> <p align="center"><b>INTRA-PLANT SWITCHING CHARGE</b></p> <p>The TRC will perform Intra-Plant switching at a charge of \$175.00 per car.</p>	
<p><b>ITEM 540</b></p> <p align="center"><b>INTRA-TERMINAL SWITCHING CHARGE</b></p> <p>1. When in Shipper Owned or Leased Equipment - \$250.00 per car.</p> <p>2. When in other than Shipper Owned or Leased Equipment - \$350.00 per car.</p>	
<p><b>ITEM 545</b></p> <p align="center"><b>INTER-TERMINAL SWITCHING CHARGE</b></p> <p>The TRC will perform Intra-Terminal switching at a charge of \$350.00 per car.</p>	<p><b>ITEM 605</b></p> <p align="center"><b>DEMURRAGE LIABILITY</b></p> <p>Any person or entity receiving rail cars from this railroad for loading or unloading who detains the cars beyond the period of free time set forth herein will be held liable for any applicable demurrage if this railroad has provided that person or entity with actual notice of the demurrage rules and charges contained herein providing for such liability prior to the placement of rail cars. The notice shall be in written or electronic form.</p>
	<p><b>ITEM 610</b></p> <p align="center"><b>HOLIDAYS</b></p> <p>Wherever reference is made to "holidays", it shall mean only the days listed below:</p> <p>New Year's Day – January 1 (See Note).            Good Friday            Memorial Day – Last Monday of May.            Independence Day – July 4 (See Note).            Labor Day – First Monday of September.            Thanksgiving Day – Fourth Thursday of November.            Christmas Day – December 25 (See Note)</p> <p>NOTE: When this day occurs on a Sunday, the following Monday will be observed as the holiday.</p>
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

<p align="center"><b>SECTION 3 CAR DEMURRAGE RULES AND CHARGES</b></p>	<p align="center"><b>SECTION 3 CAR DEMURRAGE RULES AND CHARGES</b></p>
<p><b>ITEM 615</b></p> <p align="center"><b>ACTUAL PLACEMENT</b></p> <p>ACTUAL PLACEMENT – Actual placement is made when a car is placed in an accessible position for loading or unloading or at a point previously designated by the consignor or consignee. Railroad will not issue actual placement notices.</p>	<p><b>ITEM 645</b></p> <p align="center"><b>CARS HELD FOR PURPOSES OTHER THAN LOADING AND UNLOADING</b></p> <p>Applicable to cars held:</p>
<p><b>ITEM 620</b></p> <p align="center"><b>CONSTRUCTIVE PLACEMENT</b></p> <p>CONSTRUCTIVE PLACEMENT – When a car consigned or ordered to a private track, or an, other-than-public delivery track cannot be actually placed because of a condition attributable to the consigner or consignee, such car will be held at destination, or if it cannot reasonably be accommodated there, at an available hold point; however, if car is placed on the private track, industrial interchange track or other-than-public-delivery track serving the consignor or consignee, the car shall be considered constructively placed without notice.</p>	<p>A. On orders of the loader or unloader.</p> <p>B. While awaiting proper disposition from the loader, unloader, or in connection with diversion request, or the freight payer.</p> <p>C. As a result of conditions attributable to the loader or unloader.</p> <p>Computation: (See Items 655 for charges)</p>
<p><b>ITEM 625</b></p> <p align="center"><b>EMPTY CARS ORDERED OR APPROPRIATED FOR LOADING BUT NOT USED</b></p> <p>When a car so ordered and placed is not used, and no advice from the party who ordered the car has been received within twenty-four (24) hours exclusive of Saturdays and Sundays, demurrage charges will start from the first 12:01 AM after car is placed and will be charged until the car has been removed from the loading location.</p>	<p>A. Demurrage will be computed on the following from the first 12:01 AM:</p> <ol style="list-style-type: none"> <li>1. After notification of actual or constructive placement until car is released, forwarding instructions are received, or disposition advice is received on:             <ol style="list-style-type: none"> <li>(a) Cars diverted or reshipped.</li> <li>(b) Cars held empty for loading - ordered and not used (other than rejected car).</li> <li>(c) Cars held for "Surrender of Order notify Bills of Lading" at destination.</li> <li>(d) Cars waiting for payment of accrued charges at origin or destination.</li> <li>(e) Cars held for official grading or inspection.</li> <li>(f) Cars held for any other purpose not attributable to the TRC.</li> </ol> </li> <li>2. After a car is received by TRC until date and time of disposition on:             <ol style="list-style-type: none"> <li>(a) Cars received from connecting carriers.</li> <li>(b) Loaded private cars returned to railroad tracks.</li> </ol> </li> </ol>
<p><b>ITEM 630</b></p> <p align="center"><b>LOADED PRIVATE CARS HELD ON RAILROAD TRACKS</b></p> <p>The demurrage clock starts at the first 12:01 AM after the car is placed on hold. (See Item 655 for charges).</p>	<ol style="list-style-type: none"> <li>3. After actual or constructive placement until date and time of refusal on a refused loaded cars.</li> <li>4. After notification is given to loader/beneficial owner until date of disposition of a refused loaded car.</li> <li>5. After actual placement or car order date, which ever is later, until date and time of rejection, on empty cars rejected as being unsuitable for loading.</li> </ol>
<p><b>ITEM 635</b></p> <p align="center"><b>NOTIFICATION</b></p> <p>Notification by industry of release of cars must be in writing by fax to Trona, CA (760) 372-2484.</p>	
<p><b>ITEM 640</b></p> <p align="center"><b>RELEASES</b></p> <p>A railcar is considered released only after billing instructions have been received in writing by fax, regardless of who is responsible for the billing.</p>	
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

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<b>SECTION 3 CAR DEMURRAGE RULES AND CHARGES</b>	<b>SECTION 7 STORAGE/HOLD RULES AND CHARGES</b>
<p><b>ITEM 650</b></p> <p align="center"><b>FREE TIME</b></p> <p>Cars for loading or unloading will be allowed forty-eight (48) hours free time. Free time begins at the first 12:01 AM after the car is actually placed (See Item 615).</p>	<p><b>ITEM 700</b></p> <p align="center"><b>STORAGE/HOLD CHARGES</b> (See Notes 1 and 2, this item)</p> <p>Cars stored/held on tracks of this railroad at the request of customer, due to customer being unable to accept cars, awaiting forwarding instructions or other disposition, or for the convenience of this railroad, will be subject to the following storage/hold charge of \$75.00 per car per day, or fraction of a day, computed from first day car is made available until day car is released from storage/hold.</p> <p><b>NOTE 1:</b> The TRC shall not be liable for any loss, damage or injury caused by an act of God, the public enemy, act of the Customer, a public authority, or inherent vice or nature of the goods while cars are stored/held on storage/hold tracks. TRC shall not be liable for any loss, damage or injury due to Customer's negligence, improper loading or defective equipment.</p> <p>In the event full liability coverage is desired, cost of such coverage will be the responsibility of the Customer.</p> <p><b>NOTE 2:</b> Customer agrees to defend, indemnify and hold harmless the TRC from any loss, damage, personal injuries or death resulting from Customer's negligence, improper loading; or, defects in or failure of customer's cars and equipment.</p>
<p><b>ITEM 655</b></p> <p align="center"><b>DEMURRAGE CHARGES</b></p> <p>On cars subject to demurrage charges after expiration of free time allowed (See Item 650), the following charges per car, per day, or fraction of a day, will be made until the car is released (See Item 640):</p> <p align="center">\$75.00 per day</p> <p>The applicable charge will accrue on all days, except holidays (See Item 610) that falls as the first chargeable day.</p> <p>For the purpose of applying rules in Section 3 of this tariff, the following are defined and shall govern.</p>	<p><b>ITEM 710</b></p> <p align="center"><b>SWITCHING TO AND FROM STORAGE/HOLD TRACKS</b></p> <p>The TRC will assess a charge of \$175.00 per car on cars moving to storage and \$175.00 per car on car moving from storage tracks.</p>
<p><b>ITEM 660</b></p> <p align="center"><b>CLAIMS</b></p> <p>In order to be allowed relief, a Claim must be presented to TRC, in writing, by the last day of the calendar month following the month in which the bill was issued, stating fully the conditions for which relief is claimed.</p> <p><b>A. RAILROAD ERROR:</b></p> <p>If, through railroad error, demurrage charges are assessed, demurrage will be adjusted to the amount that would have accrued but for such error.</p> <p><b>B. WEATHER INTERFERENCE:</b></p> <p>When, because of earthquakes, tornadoes, hurricanes, floods or heavy snow, the operations of the consignor or consignee are disrupted, the demurrage directly chargeable thereto will be eliminated, provided the disruption exceeds two (2) days in duration.</p> <p><b>C. STRIKE INTERFERENCE:</b></p> <p>When it is impossible to load, unload or receive cars from or make cars available to TRC because of strike interference at the point where the loading or unloading is to be accomplished, such detention will be charged at a rate of \$40.00 per day without free time allowance, provided a claim in writing is presented to TRC within thirty (30) days, after the date on which the strike interference ceases, stating the date and time strike interference began and ended.</p>	
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

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EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS	
ABBR/REF	EXPLANATION
ABBR	- Abbreviations
FT	- Freight Tariff
TRC	- Trona Railway Company
UP	- Union Pacific Railroad Company
OPSL	- Official Railroad Station List
REF	- Reference Marks
[A]	- Addition/New
[I]	- Increase
[NC]	- Brought forward without change, - except as noted
[R]	- Reduction
<p>(<u>Underscored</u> portion denotes change/addition.)</p>	