

**ST. MARYS RAILROAD, LLC**

**FREIGHT TARIFF SM 8004-G**

(Cancels Freight Tariff SM 8004-F)

**GENERAL RULES AND CHARGES APPLYING  
AT  
ALL STATIONS ON THE  
ST. MARYS RAILROAD**

General Rules Tariff

ISSUED: July 1, 2022

Effective: July 8, 2022

**ISSUED BY:**

**St. Marys Railroad Company, Agent**

**P.O. Box 520 • St. Marys, GA 31558**

TABLE OF CONTENTS		TABLE OF CONTENTS (Cont;d)	
DESCRIPTION	ITEM	DESCRIPTION	ITEM
Cancellation Notice	1	<b>SECTION 2 - MISCELLANEOUS RULES AND CHARGES:</b>	
<b>GENERAL RULES</b>		Setback Charges for Cars Received in Error	200
Stations Served by St. Marys, Railroad	10	Empty Cars Returned Unfit for Loading	205
Reference to Tariffs, Items, etc	20	Charges for Turning of a Railcar	210
Method of Canceling Items	30	Weighing and Reweighing	215
Supplements and Reissues	40	Rates Between Stations on SM	220
Observed Holidays	50	Switch Maintenance Fee	225
<b>SECTION 1 - GENERAL CAR RULES AND CHARGES:</b>		Hazardous Materials, Constructive Placement of	230
Security Deposits for Payment of Demurrage and Other Assessorial Charges	100	Opening and Closing Doors	235
Application	105	Respotting Charge	240
Demurrage Liability	110	Over-Dimensional or Heavy Loads	245
Glossary of Terms	115	Overloads	250
Notification to Consignor or Consignee	120	Electronic Billing, Charge for Submitting	255
Notification to SM	125	<b>SECTION 3 - SWITCHING RULES AND CHARGES:</b>	
Cars Held for Loading (Not applicable on Private Cars)	130	Intra-Plant Switching, Definon	300
Cars Held for Complete Unloading (Not applicable on Private Cars)	131	Intra-Terminal Switching, Definon	305
Private Cars and Railroad Cars Held for Other Than Loading or Unloading	132	Intra-Plant Switching Charge	310
Free Time	140	Intra-Terminal Switching Charge	315
Demurrage Charges	145	Service Outside of Normal Working Hours	320
Storage Rules	150	Charges for Standby Switching Service	325
Storage Charges for Private and Hazmat Cars	155	Electronic Billing, Charge for Submitting	340
Claims	160	<b>EXPLANATION OF REFERENCE MARKS</b>	
Bill of Lading Change or Cancellation	165	SM - St. Marys Railroad, LLC	
Cars Released as Load with No Billing	170	[A] - Addition	
Cars Held for Billing or Forwarding Instructions	175	[C] - Change	
Empty Cars Ordered, but Not Used	180	[ I ] - Increase	
First Placement Constitutes Delivery	185	[R] - Reduction	
Penalty for Cars Released Not Ready to Pull	190	[NC] - Brought forward without change	
Overloaded/Improperly Loaded Cars at Origin	195	(Underscored portion denotes addition/change.)	

**RULES AND OTHER  
GOVERNING PROVISIONS**

**GENERAL RULES AND REGULATIONS**

**ITEM 1** **CANCELLATION NOTICE**

FT SM 8004-G cancels FT SM 8004-F; and any and all provisions of FT RIC 6004 having application for account of the SM, Effective April 1, 2017.

Provisions formerly published in FT SM 8004-F and FT RIC 6004 for account of the SM and not brought forward in FT SM 8004-G are hereby canceled.

**ITEM 10 [A]** **STATIONS SERVED BY ST. MARYS RAILROAD**

FSAC	CITY, ST
00115	Kingsland, Ga.
00012	Kings Bay, Ga.
00100	St. Marys, Ga.

**ITEM 20** **REFERENCES TO TARIFFS, ITEMS, NOTES, RULES, ETC**

Where reference is made in this Tariff rate publication to tariffs, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such tariffs and rate publications and reissues of such items, notes, rules, etc.

**ITEM 30** **METHOD OF CANCELLING ITEMS**

As this Tariff is supplemented, numbered items with letter suffixes cancel corresponding numbered items in the original tariff or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A.

Example: Item 445-A cancels Item 445 and Item 365-B cancels Item 365-A in a prior supplement which in turn canceled Item 365.

**ITEM 40** **SUPPLEMENTS AND REISSUES**

When reference is made in this Tariff, or supplements, to other publications for rates or other information, it includes "Supplements thereto or successive issues thereof."

Where reference is made in this Tariff to items, it includes "reissues" of such items.

**ITEM 50 [C]** **OBSERVED HOLIDAYS**

SM will observe the following holidays:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

**SECTION 1**

**RULES AND OTHER GOVERNING PROVISIONS**

**GENERAL DEMURRAGE RULES AND CHARGES**

**ITEM 100 [A] SECURITY DEPOSITS FOR PAYMENT OF DEMURRAGE  
AND OTHER ASSESSORIAL CHARGES**

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

- 1) Is not on the railroad's credit list and
- 2) Fails to pay demurrage, storage and other assessorial charges after specific written demand referring to this tariff provision.

The deposit must be paid in cash, certified check, cashier's check, or money order before any freight car is delivered to such customer for loading or unloading. A deposit on one unit of equipment will not be transferable to another.

The deposit for each car shall be in the minimum amount of \$200.00, or up to the maximum amount of demurrage, storage and other assessorial charges that accrued on any one car during the preceding 12 months.

However, in the case of a customer receiving multiple carloads for loading or unloading, the total amount required to be deposited shall not exceed the higher of the following two numbers: (a) \$2000.00 or (b) the amount of existing past due demurrage, storage, and other assessorial charges accrued by the customer plus \$300.00.

The deposit will be refunded after payment has been received for demurrage, storage, and other assessorial charges on the corresponding equipment, should such charges have been incurred. The customer's request for refund must be made in the manner and to the office designated by the railroad. If no refund request is received by that designated office within thirty (30) days after the equipment is released, the railroad will refund the remainder of the deposit to the customer after deducting any unpaid demurrage, storage, or other assessorial charges on that equipment.

Deposits will no longer be required after the customer either:

- 1) Is placed on the railroad's credit list, or
- 2) Has paid all outstanding demurrage, storage, and other assessorial charges, and has given assurance to the satisfaction of the railroad's credit office that future demurrage, storage and other assessorial charges will be paid within thirty (30) days.

**ITEM 105****GENERAL APPLICATION**

The Tariff publishes various terms and charges by which SM may bill a customer or agent. These charges are designed to compensate the RR for costs incurred for activities performed or for the use of railroad assets.

Charges and terms contained in the Tariff apply to all commodities (unless specifically omitted or otherwise explicitly provided) to all points on the SM, and to both rail-controlled and private cars.

- A. Applicable at all stations on SM.
- B. The disposition of a car at its point of detention determines the purpose for which the car is being held and therefore the applicable rules.
- C. All cars (railroad-controlled and private) held for or by consignors, consignees, or parties responsible for the loading or unloading of the railcar are subject to demurrage rules and charges in this section, with the following **EXCEPTIONS**:
  - 1. Cars for loading or unloading of SM company material while held on SM tracks or private sidings connecting therewith.
  - 2. Cars of refused or unclaimed freight to be sold by SM for the time held beyond legal requirements.
  - 3. Cars moving on own wheels under transportation charges as freight.
  - 4. Cars of railroad ownership, leased for storage of commodities, while held on lessee's tracks.
  - 5. Loaded private cars held on private tracks.
  - 6. Empty private cars held on railroad or private tracks.

**ITEM 110 [A]****DEMURRAGE LIABILITY**

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.

**ITEM 115****GLOSSARY OF TERMS**

**For the purpose of applying provisions of this tariff, the following are defined and will govern:**

**ACTUAL PLACEMENT** – When a car is placed in an accessible position for loading or unloading or at a point designated by the consignor or consignee.

**CONSIGNEE** – The party to whom a shipment is consigned, or the party entitled to receive the shipment.

**CONSIGNOR** – The party in whose name cars are ordered or the party who furnished forwarding directions.

**CONSTRUCTIVE PLACEMENT** – When a car cannot be actually placed because of any condition attributable to the consignor or consignee, such car will be held on SM tracks and notice will be given to the consignor or consignee that the car is held, and SM is unable to effect actual placement. Such cars which have been placed by SM on private or other than public delivery tracks, including lead tracks serving the consignor or consignee will be considered constructively placed without notice.

**DISPOSITION** – Information, including forwarding instructions or release, which allows the railroad to either tender or release the car from the consignor's or consignee's account.

**DIVERSION** – An order from the consignor to deliver the car to other than original destination.

**EMPTY CARS ORDERED AND NOT USED** - Empty cars ordered placed for loading and not used in transportation service.

**EMPTY RELEASE INFORMATION** – Advice by consignee given to authorized personnel of SM, that car is unloaded and available to SM. Information given must include identity of consignee, party furnishing data, car initial and number.

**FORWARDING INSTRUCTIONS** – Shipping instructions given to SM at the point of loading, containing all of the necessary information to transport the shipment to the final destination.

**LEASE TRACK** – Any trackage assigned to a user through written agreement. Lease track will be treated the same as private track in this tariff.

**LOADING** – The complete or partial loading of a car in conformity with RJC loading and clearance rules, and the furnishing of forwarding instructions.

**LOADED CAR** – A car that is completely or partially loaded.

**NOTIFICATION** – When required, notification will be furnished, either in writing or verbal, to all parties entitled to receive notification.

**OTHER THAN PUBLIC DELIVERY TRACK** – Any tracks 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** – A car bearing other than railroad reporting marks, and which is not a railroad-controlled car.

**PUBLIC DELIVERY TRACK** – Any track open to the general public for loading or unloading.

**RAILROAD-CONTROLLED CAR** – A car bearing other than RJC railroad reporting marks provided to the railroad directly by car companies or others for use by the railroad in serving any of its customers.

**RECONSIGNMENT** – An order from the consignor to bill a car to other than the original consignee. (An order to turn over the car to another party, which does not require an additional movement of the car, is not a reconsignment).

**REFUSED LOADED CAR** – When the original loaded car is refused at destination without being unloaded.

**RELOADING** – When a car is held for loading after being released as an empty.

**RESHIPMENT** – A new document by which the entire original shipment is forwarded in the same car to another destination.

**STOPPED IN TRANSIT** – When cars are held enroute because of any condition attributable to the consignor or consignee, or owner.

**UNLOADING** – The complete unloading of a car and advice received from consignee that the car is empty and available to the railroad.

**ITEM 120****NOTIFICATION TO CONSIGNOR OR CONSIGNEE**

A. The following notifications will be furnished as indicated:

**1. Cars for other than Public Delivery Tracks:**

- a. Notice of constructive placement if cars are held on SM tracks due to reasons attributable to the consignor or consignee.
- b. Delivery of car upon tracks of consignee will constitute notice.
- c. When two or more parties, each performing their own switching, take delivery of cars from the same interchange track, notice will be given when cars are placed on the interchange track.

**2. Cars for Public Delivery Tracks:** Notice will be given to the party entitled to receive notification when car is actually placed.

**3. Cars Stopped in Transit:** Notice will be given to the consignor, consignee, or owner responsible for the car being stopped upon arrival of the car at the point of stoppage.

**4. Refused Loaded Car:** When a loaded car is refused at destination, SM will give notice of such refusal to the consignor or owner.

B. Notification may be given in writing or electronically, and will contain the following:

1. Car initials and number.
2. If lading transferred enroute, the initials and number of the original car.
3. Commodity

**ITEM 125****NOTIFICATION TO SM**

A. Empty release information shall be provided to SM and must be in writing by either facsimile device or via email to the local agency office. Phone releases will not be accepted, and cars will remain on demurrage subject to SM 8400 Series General Rules Tariff.

B. Loaded release information shall be provided to SM in the form of a shipper's Bill of Lading with complete forwarding instructions.

C. When electronic or mechanical devices are used to furnish notification to railroad, the recorded date and time that instructions are given will govern.

**ITEM 130****CAR(S) HELD FOR LOADING**  
(NOT APPLICABLE TO PRIVATE CARS)

Loading is the complete or partial loading of a car in conformity with SM loading and clearance rules, and the furnishing of forwarding instructions.

**TENDER:**

Customer must provide car order information to Carrier with the requested spot date at time of ordering car.

## Shipper Assigned Car(s):

A. The notification that an empty car is available.

## Other than Shipper Assigned Car(s):

A. The notification, actual or constructive placement, of empty car(s) placed on orders of the consignor.

B. Cars held by Subscribing Carrier will be constructively placed on "order date" if the car order is not cancelled prior to the order date or, if placement instructions have not been received by Subscribing Carrier, prior to the order date.

C. When instructions are received to place a car prior to the order date, notification is considered placement date vs. order date as the customer is in control of the car at that point.

**RELEASE:**

A. Date and time forwarding instructions are received

B. Car(s) placed on interchange tracks of a consignor doing its own switching, also must be returned to the interchange track for release.

C. Cars found to be improperly loaded or overloaded at origin will not be considered released until the load has been adjusted properly.

**COMPUTATION:**

A. Time will be computed from the time of actual or constructive placement until release.

B. If the car is placed prior to date for which it was ordered, time will be computed from the first 0001 after the date for which it was ordered until its release.

**ITEM 131****CARS HELD FOR COMPLETE UNLOADING**  
(NOT APPLICABLE TO PRIVATE CARS)

Unloading is the complete unloading of a car and advice from the consignee to the railroad that the car is empty and available to the railroad.

**TENDER:**

The notification, actual or constructive placement of a loaded car(s).

**RELEASE:**

A. Date and time that the railroad receives advice that the car is empty.

B. Cars placed on interchange tracks of a consignee doing its own switching, must also be returned to the interchange track for release.

C. When cars are unloaded by SM, those cars will be released at the time the request to unload is received by SM from consignee.

D. When the same car is unloaded and reloaded, empty release information must be furnished. If not furnished, demurrage will continue until forwarding instructions are received.

**COMPUTATION:**

A. Time will be computed from the first 0700 hours after actual or constructive placement until release.

B. When the same car is unloaded and reloaded, empty release information must be furnished. If not furnished, demurrage will continue until forwarding instructions are received.

C. On reloaded cars, time will be computed from the first 0700 hours after advice is received that the car is empty until release.



**ITEM 132 PRIVATE CARS AND RAILROAD CARS HELD FOR OTHER THAN LOADING/UNLOADING**

When cars, loaded or empty, railroad or private, on orders, awaiting proper disposition, or as a result of conditions attributable to the consignor or consignee are held on railroad owned or leased tracks, they will be subject to a daily storage charge as follows:

Railroad Cars: \$85 per day, or fraction thereof

Private Cars: \$80 per day, or fraction thereof

Time will begin immediately upon placement of cars on railroad owned or leased track.

**ITEM 140 [C] FREE TIME**

The customer will be allowed 24 hours free time for loading and 48 hours free time for unloading. Free time will be computed from the first 7:00 AM after actual or constructive placement. There are no additional free days allowed for holidays or weekends.

**ITEM 145 [I] DEMURRAGE CHARGES**

After expiration of allowed free time, a charge of \$50 per car, per day, will be assessed until car is released, in writing, to the SM Agent. Holidays will not be charged if free time has NOT expired.

**ITEM 150 [C] STORAGE RULES**

When customer cannot accept delivery of railcars, loaded or empty, such cars will be constructively placed on hold/storage tracks of the St. Marys Railroad, subject to the following storage criteria:

- A. Forty-eight (48) hours free time will be allowed and will be computed from the first 7:00 AM after the date which cars were stored. Upon expiration of free time, demurrage charges will be assessed.

Private car storage will be in accordance with the terms of individual private contracts between the railroad and the car owner or lessee.

Note: SMRR will not store any railcars containing TIH/PIH Material on its property. Other HAZMAT commodities will be by contractual agreement.

**ITEM 155 [C] STORAGE CHARGES FOR PRIVATE AND HAZMAT CARS****FOR PRIVATE CARS**

After expiration of allowed free time, a charge of \$20 per car, per day, will be assessed for empty and loaded private cars stored on SM tracks unless otherwise specified by contract.

**FOR HAZMAT CARS**

The charge for storage of cars containing Hazardous Materials, Hazardous Substances or Hazardous Waste on railroad premises will be at the rate of \$30 per car per day. Explosives, Chlorine, TIH and PIH may not be stored on railroad owned tracks.

**ITEM 160****CLAIMS**

In order to be allowed relief as indicated below, a claim must be presented to SM, 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.

**A. RAILROAD ERROR:**

If, through railroad error, demurrage charges are assessed, demurrage will be adjusted to the amount that would have accrued but for such error.

**B. WEATHER INTERFERENCE:**

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.

**C. STRIKE INTERFERENCE:**

When it is impossible to load, unload or receive cars from or make cars available to SM because of strike interference at the point where the loading or unloading is to be accomplished, such detention will be charges at a rate of \$50 per day or fraction thereof without free time allowance, provided a claim in writing is presented to SM within thirty (30) days, after the date on which the strike interference ceases, stating the date and time strike interference began and ended.

**ITEM 165 [A]****BILL OF LADING CHANGE OR CANCELLATION**

If a bill of lading or shipper order received by SM is changed or cancelled by the shipper or owner of the freight prior to or after departure from the origin station in execution of original instructions and such change or cancellation does not affect the movement of the cars, a charge of \$250.00 per bill of lading or cancellation will apply in addition to any other applicable charges.

**ITEM 170 [A]****CARS RELEASED AS LOAD WITH NO BILLING**

When a loaded car is released without billing, a \$250.00 charge will be assessed against the customer responsible for billing the car. Applicable storage/demurrage charges will continue until billing has been received.

**ITEM 175 [I]****CARS HELD FOR BILLING OR FORWARDING INSTRUCTIONS**

When on shipper's instructions cars are removed from an industry and are held by SM awaiting forwarding instructions, a charge of \$150 per car per day will be assessed against the party responsible for furnishing the forwarding instructions.

**ITEM 180 [ I ]****EMPTY CARS ORDERED, BUT NOT USED**

When a car is billed and/or ordered in by the customer for loading but the customer does not load the car and the car is in the proper condition for loading, a charge of \$250.00 per car will be assessed against the customer ordering the car. This charge will be made in one direction only. This charge also applies to private empty cars being returned to home shop.

**ITEM 185****FIRST PLACEMENT CONSTITUTES DELIVERY**

When cars are placed for loading or unloading on assigned sidings, leased tracks, warehouses or industries, such placement shall constitute delivery of the car for loading or unloading. Any subsequent switching movement will be subject to an applicable switch charge per car. When a car is constructively placed, this shall constitute first placement. A switch charge will be assessed when the car is actually placed.

**ITEM 190****PENALTY FOR CARS RELEASED NOT READY TO PULL**

When a customer releases a car and it is determined upon arrival that the equipment is not ready to pull, a charge of \$525 per car will be assessed in addition to all other applicable charges. A car is considered "not ready to pull" if it contains any remaining lading, dunnage, loading and unloading equipment, and/or any miscellaneous debris, or loading has not been completed.

**ITEM 195****OVERLOADED/IMPROPERLY LOADED CARS AT ORIGIN**

When a car is found to be overloaded or improperly loaded per AAR specifications, the shipper will be notified and given an opportunity to take corrective action, subject to a charge of \$500 per car. In addition, an \$85 per day storage fee will be assessed for every day the car remains in overloaded status.

**SECTION 2****RULES AND OTHER GOVERNING PROVISIONS****MISCELLANEOUS RULES AND CHARGES****ITEM 200 (NC)                   SETBACK CHARGES FOR CARS RECEIVED IN ERROR**

A charge of \$500 per car will be assessed on cars interchanged to SM due to error on the part of the carrier making such interchange.

**ITEM 205                           EMPTY CARS RETURNED UNFIT FOR LOADING**

When an empty car is received from a connecting carrier for loading by an industry and the car is refused by the industry because it is not in the proper condition to load and must be returned to the connecting carrier, a charge of \$500.00 per car will be assessed against the connecting carrier. This charge will be made in one direction only.

**ITEM 210 (I)                    CHARGE FOR TURNING CAR**

The charge for turning a railcar will be \$300.00. Placarded cars (unload on one side only) will be placed as received and the \$300.00 charge to turn the car will apply. When it is desired that cars be placed for loading or unloading at destination from a particular side or end of car, the car must be placarded on both sides and notation made on the bill of lading or shipping order as follows:

Notice to Carrier: Deliver Car from Side or End Specified by Placard

On cars not properly billed and placarded that SM is requested to turn after initial placement, a charge of \$250 per car will be assessed.

**ITEM 220                           RATES BETWEEN STATIONS ON SM**

In the absence of a pre-negotiated rate when cars, empty or loaded, are moved between stations on SM, a charge of \$600.00 per car will be assessed on freight, all kinds (except as otherwise noted). Shipments of hazardous commodities, high and wide dimension, or excessive weight will require a pre-negotiated rate prior to movement.

**ITEM 225                           SWITCH MAINTENANCE FEE**

A switch maintenance fee of \$4,000 per year will be assessed to all customers served by SM. The fee will be waived for those customers who ship/receive a minimum of one railcar per calendar year. Invoices will be mailed each January for the preceding year.

**ITEM 230                           CONSTRUCTIVE PLACEMENT OF HAZARDOUS MATERIALS**

Immediately upon notification to the customer of constructive placement, a charge of \$500 per car will be assessed for the first twenty-four (24) hours. Charges will increase to \$1,000 per car per day for each day thereafter until car is spotted to customer's track. This charge will apply to all railcars, containing commodities designated as toxic/poison inhalation hazards, inhalation hazards (anhydrous ammonia), and Division 1.1 and 1.2 explosives.

**ITEM 235 (I)****OPENING & CLOSING DOORS**

When it is necessary for SM to open or close doors, hatches, gates, or secure tie down devices on empty cars, a charge of \$200 per car will be assessed against the customer. Loaded cars will not be moved unless all doors, hatches, gates and tie down devices are secured.

**ITEM 240****RESPOTTING CHARGE**

When cars placed by SM at industry or team tracks for loading or unloading are released by consignee as loaded or empty prior to being completely loaded or unloaded, and such cars are moved by SM from industry or team tracks, they will be subject to a charge of \$250.00.

***The cars will remain on continuous demurrage transaction beginning with the date and time of initial placement and notification by SM.***

**ITEM 245****OVER-DIMENSIONAL AND/OR HEAVY LOADS**

Rates for any one or more of the following conditions must be on an individual shipment basis arranged with SM prior to shipment from or arrival to SM:

1. Car having a capacity exceeding 263,000 lbs. gross weight.
2. Clearance/Dimensional shipments with heights exceeding 15', width exceeding 11'6", or weight restrictions or any single piece exceeding 75,000 lbs. (reference to publication "Railway Line Clearances" current Vol. 208 and subsequent issues).
3. All cars of AAR Car Types FA, FC, FCA, FD, FMS, FW, LF, LG and LS.

**ITEM 250****OVERLOADS**

Cars found to be overloaded or improperly loaded will be returned to the plant/industry or placed on the nearest available track for adjusting load to meet loading requirement for safe transportation. It will be the responsibility of the shipper or owner to adjust load. A charge of \$250.00 per car will be assessed for returning car to plant /industry or placing car on nearest available track for adjustment of load.

**ITEM 255 (I)****CHARGE FOR SUBMITTING ELECTRONIC BILLING**

There will be a \$50 per car fee assessed when an SM agent is requested to submit electronic billing to the class one railroad on behalf of the customer.

