

FT PHL 8000-O
(Cancels FT PHL 8000-N)

PACIFIC HARBOR LINE, INC.



FREIGHT TARIFF PHL 8000-O (Cancels Freight Tariff PHL 8000-N)

NAMING
RULES AND CHARGES
GOVERNING
SWITCHING
LOCAL RATES
AND
MISCELLANEOUS RULES AND CHARGES
APPLYING AT AND BETWEEN
LONG BEACH, CA
AND
LOS ANGELES HARBOR, CA

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

ISSUED: January 15, 2020

EFFECTIVE: January 1, 2020
(Except as otherwise provided)

ISSUED BY

Pacific Harbor Line, Inc.
Manager, Sales and Customer Service
705 North Henry Ford Avenue
Wilmington, CA 90744

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<p align="center">APPLICATION OF ADJUSTMENTS</p> <p>All charges in this tariff are subject to annual adjustment by application of the Q1 RCAF-U (Effective January 1st of each calendar year.)</p>	<p align="center">SECTION 1 RULES AND CHARGES - UNLIMITED</p>
<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - GENERAL</p>	<p>ITEM 100</p> <p align="center">CARS HELD FOR INSTRUCTIONS OR STORED</p> <p>(See Tariff PHL 8100, Storage and Hazardous Materials Provisions, for Rules and Charges applicable to Extended Use/Storage of Railcars at PHL.)</p> <p>Cars, loaded or empty, held on railroad tracks for lack of valid forwarding instructions or other disposition will be considered to be "stored" and subject to the rules and charges of Tariff PHL 8100-Series. For cars "held for instructions," computation of storage charges will begin at the first 0001 (12:01 AM) after the party responsible for movement of the car has been notified of the car's status.</p> <p>The above charges will be assessed to the party responsible for such instructions, and will be in addition to switching and other applicable charges.</p>
<p>ITEM 5</p> <p align="center">DESCRIPTION OF GOVERNING CLASSIFICATIONS</p> <p>Except as otherwise provided, this tariff is governed by the Rules in Tariff UFC 6000-Series, Uniform Freight Classification, National Railroad Freight Committee, Agent.</p>	<p>ITEM 110 [R]</p> <p align="center">OVERLOADED CARS</p> <p>Cars found to be overloaded will be subject to the following additional charges:</p>
<p>ITEM 10</p> <p align="center">SUPPLEMENTS AND REISSUES</p> <p>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."</p> <p>Where reference is made in this tariff to items, it includes "reissues" of such items.</p>	<p>A - (1) \$157.63 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.</p> <p>(2) \$424.46 per car - When a car is discovered to be overloaded beyond loading point or confines of the industry. Charge to be assessed consignee.</p> <p>It will be the responsibility of the consignor to adjust the lading at their own expense sufficient to eliminate the overload condition.</p> <p>B - \$182.05 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.</p>
<p>ITEM 20</p> <p align="center">METHOD OF CANCELING ITEMS</p> <p>As this tariff is supplemented, numbered items with letter suffixes cancel correspondingly numbered items in the original tariff, or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A.</p> <p>Example: Item 100-A cancels Item 100 and Item 300-B cancels Item 300-A in a prior supplement which, in turn, canceled Item 300.</p>	<p>ITEM 120 [R]</p> <p align="center">CARS INTERCHANGED IN ERROR</p> <p>A charge of \$360.10 per car will be assessed against the delivering carrier on any car interchanged to the PHL in error.</p> <p>Loaded refrigerator cars interchanged in error are subject to additional charge per Item 300, Para (b)(2).</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

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SECTION 1 RULES AND CHARGES - UNLIMITED	SECTION 1 RULES AND CHARGES - UNLIMITED
<p>ITEM 130 [R] SPECIAL FREIGHT ENGINE SERVICE</p> <p>Except as provided in Item 140, Special Freight Engine Service is a non-recurring 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. (See Note)</p> <p>The charge for Special Freight Engine Service will be as follows:</p> <p align="center">RATE</p> <p>A. Carload Customers - \$2,672.32 [I] [E] per 8-hour shift or portion thereof, and will be in addition to all other charges.</p> <p>B. Terminals - \$2672.32 per 8-hour shift or portion thereof, and will be in addition to all other charges.</p> <p align="center">OVERTIME RATE</p> <p>An overtime rate of one-eighth (1/8) of the shift rate per hour multiplied by 1.5 or portion thereof applies for hours in excess of 8 hours.</p> <p>The time for the purposes of these charges is to be calculated from the time the crew and locomotive report for special service until the return of crew and locomotive to starting point. The crew is entitled to a 30-minute meal break each shift, between 4 and 7.5 hours on duty.</p> <p>Note: If additional request(s) is made by Customer or Terminal for special freight engine service and request is canceled, party making request must provide this railroad notice of cancelation, in writing, 24 hours in advance of service. If party making request does not comply with the aforementioned, such party will be charged the full eight (8) hour shift rate with no exceptions.</p> <p>(The railroad reserves the right to restrict or modify any request for special freight engine service.)</p>	<p>ITEM 140 [R] SPECIAL SWITCHING SERVICE</p> <p>The PHL will make available upon request exclusive use of two person switch crew (for an 8-hour period) subject to conditions and charges set forth below, which includes one switch type locomotive, fuel and consumables.</p> <p align="center">RATE</p> <p>\$ 2261.71 - first shift each 24 hour period \$1965.07 - each subsequent nonconcurrent shift each 24 hour period</p> <p align="center">OVERTIME RATE</p> <p align="right">hours</p> <p>One eighth (1/8) of the applicable per shift rate per hour for in excess of eight hours, or portion thereof (multiplied by 1.5).</p> <p align="center">MINIMUM COMMITMENT</p> <p>Five shifts at the \$2261.71 rate per week</p> <p align="center">TERMS</p> <p>The \$1965.07 subsequent shift rate is available only in circumstances where the subsequent shift can utilize the same motive power used in the first shift.</p> <p>Shifts may start at any time and regular start times may differ by day of the week, except that the first shift for each day must be scheduled so as to provide for legal rest for the regular crew.</p> <p>The crew is entitled to a 30 minute meal break each shift, between 4 and 7.5 hours on duty.</p> <p>(The crew will be at the exclusive disposal of the party requesting special switching service until released or unless other arrangements are made to the contrary.)</p>
<p>Item 135</p> <p>Extra Locomotive Fee</p> <p>If a customer or terminal requests that a switch crew use two locomotives instead of one locomotive and PHL determines that it can make a second locomotive available, the rate for such a unit will be \$750.00 per shift, up to 12-hours.</p>	<p>ITEM 150 CARS ORDERED AND NOT USED</p> <p>If an empty car is ordered and placed for loading and car is subsequently released back to carrier without being used in transportation service, and BNSF or UP levy an unused car fee against PHL, this fee will be passed through to the customer who ordered the car.</p> <p>Provisions of this item are not applicable on cars refused or rejected because they are defective or unfit for loading. (See Item 160)</p> <p>ITEM 160 [R] IMPROPER CARS FURNISHED FOR LOADING BY CONNECTING LINES</p> <p>When cars ordered for loading are refused on account of not being in proper condition to load, a charge of \$222.34 per car will be assessed against the railroad furnishing the car.</p>
<p align="center">For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

<p align="center">SECTION 1 RULES AND CHARGES - UNLIMITED</p>	<p align="center">SECTION 1 RULES AND CHARGES - UNLIMITED</p>
<p>ITEM 170</p> <p align="center">SHIPMENTS LOADED IN/ON MORE THAN ONE CAR/ARTICULATED CARS</p> <p>When more than one car is required because of quantity or length of shipment, each car shall be considered a separate shipment, and applicable switching charge will be assessed on each car in the shipment. Idler cars, trailer cars or partly loaded cars will be treated as loaded cars.</p> <p>When shipments are loaded in so-called articulated cars (two or more units permanently or temporarily joined together), switching charges published in this tariff will apply separately to each unit of the articulated equipment.</p>	<p>ITEM 180</p> <p align="center">CREDIT TERMS</p> <p>If Credit is extended to Applicant for the payment of transportation charges, Applicant agrees to pay such transportation charges within the following time periods:</p> <ul style="list-style-type: none"> (a) Freight Charges -15 Calendar days from the date of the freight bill. (b) Miscellaneous charges (e.g., demurrage, switching, weighing) - 30 calendar days from the date of the miscellaneous bill. (c) Additional charges for freight transportation and related services (e.g. balance due bills) - 30 calendar days from the date of bill for additional charges. <p>NOTE: Errors discovered in bills by customers should be corrected by customers and paid accordingly accompanied with an explanation of shortage or overage. Payment of all bills, including those corrected by customers, must be made within the credit period. Payment of bills alleged to be incorrect will not prejudice patron's claims, filed within the statutory period, for refund of overcharges. If customers receive bills that they feel they are not responsible for paying, they must notify the carrier within the credit terms that they are not responsible for paying the bills.</p> <p>Payment of an amount less than stated on a PHL invoice will be considered as payment on account and not as payment in full, not withstanding any notation to the contrary as payment on the payer's remittance. Acceptance by PHL of the lesser amount will not constitute an accord and satisfaction. The payer will be advised of any remaining balance deemed due after application of the remitted funds.</p>
<p>ITEM 175</p> <p align="center">BANKRUPTCY OR INSOLVENCY</p> <p>A. In the event Shipper files or is the subject of a filed petition in bankruptcy and Shipper has a transportation contract or other agreement with PHL (collectively "Agreement"), Shipper will, as soon as practicable:</p> <ul style="list-style-type: none"> (1) Identify PHL as a "Critical Vendor" of essential services as that term is interpreted and understood within the context of a bankruptcy proceeding; (2) Identify any Agreement with PHL under which there remains continuing unperformed obligations; and, (3) Choose to elect to either assume or reject such Agreements identified pursuant to paragraph (2) above within (60) days of the date of the filing of the Shipper's petition in bankruptcy. <p>B. In the context of a bankruptcy proceeding, no Agreement identified under paragraph (2) may be assigned without PHL consent, unless PHL is given adequate assurance of future performance by the assignee. Such adequate assurance will include, but not necessarily be limited to, a deposit with PHL as security for the timely payment of switching and line-haul charges an amount equal to the average thirty (30) day accrual for such charges as or security guarantees in form and substance satisfactory to PHL from one or more persons who satisfy PHL's standard of creditworthiness.</p>	<p>ITEM 185</p> <p align="center">FINANCE CHARGE</p> <p>PHL will assess a finance charge of 12% per year (0.0329% per day) against linehaul freight charges billed on or after March 1, 2009, that are not received by PHL within the credit term provided. The finance charge will not apply against disputed linehaul freight charges that are found by PHL to have been incorrectly billed. The finance charge will be assessed on the unpaid balance of any linehaul freight charge from the first day following the end of the credit term through the date of receipt of payment in full. The finance charge will be billed monthly for all linehaul freight charges that were paid late in the prior calendar month. This item shall be construed pursuant to the laws of the State of Delaware.</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

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SECTION 2 LOCAL SWITCHING AND MISCELLANEOUS CHARGES	SECTION 2 LOCAL SWITCHING AND MISCELLANEOUS CHARGES
<p>ITEM 200</p> <p align="center">DEFINITION OF INTRA-PLANT SWITCHING</p> <p>A switching movement from one track to another within the same plant or industry, or from one location to another location on the same track within the same plant or industry. This definition includes movement between a lease track and industry, and between lease track and outbound interchange.</p> <p>Note: Cars are considered to be in lease track status at 12:01 AM on the third day after receipt in interchange, if actual placement has not occurred.</p>	<p>ITEM 240 [R]</p> <p align="center">INTRA-TERMINAL SWITCHING CHARGE</p> <p>The PHL will perform intra-terminal switching at a charge of \$520.14 per car.</p>
<p>ITEM 210</p> <p align="center">DEFINITION OF INTRA-TERMINAL SWITCHING</p> <p>A switching movement (other than intra-plant switching) from one track to another track of the same railroad, or between the track(s) of an industry and the track of the railroad or between the tracks of two separate industries served by the same railroad.</p>	<p>ITEM 250 [R]</p> <p align="center">INTER-TERMINAL SWITCHING CHARGE</p> <p>The PHL will perform inter-terminal switching at a charge of \$163.40 per car.</p>
<p>ITEM 220</p> <p align="center">DEFINITION OF INTER-TERMINAL SWITCHING</p> <p>An interline switch that involves the movement of a loaded car from a plant or industry located on one rail carrier to a plant or industry located on another rail carrier when both plants/industries are located within the switch limits of the same station.</p>	<p>ITEM 255</p> <p align="center">INTERMEDIATE SWITCHING CHARGE</p> <p>The PHL will perform the intermediate switch at a charge of \$163.40 per car.</p>
<p>ITEM 225</p> <p align="center">DEFINITION OF INTERMEDIATE SWITCHING</p> <p>An interline switch that involves the movement of a car, loaded or empty, from the interchange track of one connecting rail carrier to the interchange track of another connecting rail carrier within the switch limits of the same station, where the switch carrier neither originates nor terminates the shipment nor receives linehaul revenue.</p>	<p>ITEM 260 [R]</p> <p align="center">USE OF SPECIAL EQUIPMENT</p> <p>A. Rates or charges published in this tariff for application on intra-plant, intra-terminal or inter-terminal switching will be confined to shipments, loaded and unloaded, in or on ordinary equipment. Ordinary equipment is defined as follows:</p> <p align="center">Equipment with gross weight of 286,000 pounds or less and clearances not exceeding Plate F as described in the Official Railway Equipment Register, Tariff RER 6414-Series.</p> <p>B. For shipments (both loaded and unloaded) in car types other than those defined as ordinary, the rate or charge to apply will be the rate published in this tariff, plus an additional charge of \$168.85 per car. (EXCEPTION 1 and 2).</p> <p>EXCEPTION 1: Provisions of Paragraph B will not apply on shipments of coal, coke (The direct products of coal), iron ore or copper concentrate between West Thenard and Pier G Yard on the Long Beach Subdivision.</p> <p>EXCEPTION 2: Provisions of Paragraph B will not apply on special type flat cars bearing mechanical designation "FD", "FG", "FM", "FW", "LS", or other Schnable type as listed under the heading of "Heavy Capacity and Special Type Flat Cars" in the Official Railway Equipment Register, Tariff RER 6414-Series. See Item 270, this tariff.</p>
<p>ITEM 230 [R]</p> <p align="center">INTRA-PLANT SWITCHING CHARGE</p> <p>The PHL will perform intra-plant switching at a charge of \$238.50 per car.</p> <p>Intra-plant switching charges will be assessed against the lessee, if between a lease track and plant or lease track and outbound interchange, otherwise, they will be assessed against the plant operator.</p>	
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

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SECTION 2 LOCAL SWITCHING AND MISCELLANEOUS CHARGES	SECTION 3 RECIPROCAL SWITCHING															
<p>ITEM 270 [R] SWITCHING HEAVY CAPACITY AND SPECIAL TYPE FLAT CARS</p> <p>A. A charge of \$840.30 per car used will be assessed for the movement of a shipment for which carrier furnished flat cars bearing mechanical designation "FG", "FW" of any capacity, and cars of the designation "FM" of 200,000 pounds and over nominal capacity; and a charge of \$2514.23 per car used on flat cars bearing mechanical designation "FD," "LS," or other Schnabel type as listed in the Official Railway Equipment Register, Tariff RER 6414-Series. Said charge also applies on traffic having prior or subsequent barge movement.</p> <p>B. Any car not covered by the provisions of Item 270 (A), which requires a dimensional shipment protection notice will be assessed a charge of \$840.30.</p>	<p>ITEM 300 [R] RECIPROCAL SWITCHING</p> <p>The PHL will perform switching between industries, warehouses and wharves at stations shown below, and connections at charges indicated opposite thereto:</p> <p align="center">(Charges in Dollars and Cents Per Car)</p> <table border="1"> <thead> <tr> <th>STATION</th> <th>CONNECTION</th> <th>CHARGE (See Note)</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Long Beach, CA</td> <td>UP</td> <td>(a) \$163.40 (b)(1) \$163.40 (b)(2) \$192.11</td> </tr> <tr> <td>BNSF</td> <td>(a) \$163.40 (b)(1) \$163.40 (b)(2) \$192.11</td> </tr> <tr> <td rowspan="2">Los Angeles, CA</td> <td>UP</td> <td>(a) \$163.40 (b)(1) \$163.40 (b)(2) \$192.11</td> </tr> <tr> <td>BNSF</td> <td>(a) \$163.40 (b)(1) \$163.40 (b)(2) \$192.11 (c) \$230.00 [NC]</td> </tr> </tbody> </table>			STATION	CONNECTION	CHARGE (See Note)	Long Beach, CA	UP	(a) \$163.40 (b)(1) \$163.40 (b)(2) \$192.11	BNSF	(a) \$163.40 (b)(1) \$163.40 (b)(2) \$192.11	Los Angeles, CA	UP	(a) \$163.40 (b)(1) \$163.40 (b)(2) \$192.11	BNSF	(a) \$163.40 (b)(1) \$163.40 (b)(2) \$192.11 (c) \$230.00 [NC]
	STATION	CONNECTION	CHARGE (See Note)													
Long Beach, CA	UP	(a) \$163.40 (b)(1) \$163.40 (b)(2) \$192.11														
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	BNSF	(a) \$163.40 (b)(1) \$163.40 (b)(2) \$192.11 (c) \$230.00 [NC]														
<p>ITEM 280 LOCOMOTIVES DEAD-IN-TOW OR STORED</p> <p>Locomotives interchanged to/from PHL on a bill of lading or per agreement for repair/modification at PHL, whether moved on their own power or moved dead-in-tow on own wheels, will be charged at a rate of 200% of the applicable switching charge for the service performed. Locomotives will be stored as if an empty non-hazardous car per FT PHL 8100-Series.</p>	<p>(a) Applies on shipments in all cars, except as provided for in (b)(1) and (b)(2) below.</p> <p>(b) Applies on shipments in Refrigerated Cars:</p> <p>(1) Applies when BNSF, UP or qualified third party provides refrigerated protective service while cars are on PHL, and protective service is provided at the expense of the BNSF/UP.</p> <p>(2) Applies when refrigerated protective service is provided by the PHL.</p> <p>Note: These reciprocal switching rates apply to both loaded car movement and to revenue empty car movements.</p> <p>(c) Cars loaded for Mazda out of the WWL facility and interchanged to BNSF will be charged at \$230.00 per car [NC]. If the autorack is articulated, each articulation is charged but will reflect as a single switch fee.</p> <p>Rates as follows: [NC]</p> <p>single car: \$230.00 2x: \$460.00 3x: \$690.00 5x: \$1,150.00</p> <p>These rates are applicable to RCAF, but in no condition will they drop below this base rate.</p>															
<p>ITEM 290 [R] DIVERSION CHARGE</p> <p>Cars that arrive with a bill of lading indicating that they are to be spotted to a particular plant or facility at PHL, which are subsequently diverted to a different plant or facility, will be assessed a diversion charge of \$313.62, payable by the party issuing diversion instructions.</p>																
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EXPLANATION OF REFERENCE MARKS	
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[A]	Addition.
[C]	Change in wording/provisions.
[D]	Canceled.
[E]	Effective April __, 2020
[I]	Increase.
[R]	Reduction , Effective January 1, 2020 per "Application of Adjustments" on page 2, this tariff, except as otherwise noted.