FT LIRC 8001-C (Cancels FT LIRC 8001-B)

LOUISVILLE & INDIANA RAILROAD COMPANY



FREIGHT TARIFF LIRC 8001-C

(Cancels Freight Tariff LIRC 8001-B)

GENERAL RULES AND CHARGES APPLYING AT

ALL STATIONS

ON THE

LOUISVILLE & INDIANA RAILROAD COMPANY

GENERAL RULES TARIFF

ISSUED: December 1, 2022

EFFECTIVE: January 1, 2023

ISSUED BY

Kathleen Sackett, Senior Director of Sales & Marketing Louisville & Indiana Railroad Company 500 Willinger Lane Jeffersonville, IN 47130

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Method of Cancelling Items	10	original tariff, or in a prior supplement. Letter suffixes will
Overloaded/Improperly Loaded Cars at Origin	240	be used in alphabetical sequence starting with A. Example: Item 100-A cancels Item 100 and Item 300-B cancels Item 300-A in a prior supplement which, in turn, cancelled Item
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For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.

RULES AND OTHER GOVERNING PROVISIONS GENERAL RULES AND REGULATIONS	RULES AND OTHER GOVERNING PROVISIONS GENERAL RULES AND REGULATIONS
ITEM 20	ITEM 25 (Cont'd)
BANKRUPTCY OR INSOLVENCY	CREDIT TERMS
 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 LIRC (collectively "Agreement"), Shipper will, as soon as practicable: (1) Identify LIRC 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 LIRC 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. 	 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 over-charges. 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. Payment of an amount less than stated on a LIRC invoice will be considered as payment on account and not as payment in full, notwithstanding any notation to
 B. In the context of a bankruptcy proceeding, no Agreement identified under paragraph (2) may be assigned without LIRC consent, unless LIRC is given adequate assurance of future performance by the assignee. Such adequate assurance will include, but not necessarily be limited to, a deposit with LIRC 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 LIRC from one or more persons who satisfy LIRC's standard of creditworthiness. 	the contrary as payment on the payer's remittance. Acceptance by LIRC 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. ITEM 30 FINANCE CHARGE LIRC 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 LIRC within the credit term provided. The finance charge will
ITEM 25	not apply against disputed linehaul freight charges that are found by LIRC to have been incorrectly billed. The
CREDIT TERMS	finance charge will be assessed on the unpaid balance of any linehaul freight charge from the first day following
If Credit is extended to Applicant for the payment of transportation charges, Applicant agrees to pay such transportation charges within the following time periods:(a) Freight Charges - 15 Calendar days from the date of the freight bill.	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.
(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.	
(Continued in next column)	
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MISCELLANEOUS RULES AND CHARGES (Charges in dollars and cents per car, except as noted)	MISCELLANEOUS RULES AND CHARGES (Charges in dollars and cents per car, except as noted)
ITEM 40 [C]	ITEM 120
FUEL SURCHARGE	CARS HELD FOR BILLING OR CANCELLED BILLING
In addition to the line-haul transportation charge or charges published in tariffs or other instruments whatsoever, the LIRC reserves the right to apply the fuel surcharge provisions published in Freight Tariff LIRC 8200-Series. The surcharge to be paid by the rail user (i.e., receiver or consignee on inbound shipments, and shipper or consignor on outbound shipments), and to be collected by and accrue solely to the LIRC.	(See Notes) The charge for holding loaded railcars on railroad owned or leased tracks while waiting for proper billing instructions will be[] \$100.00 per car, per day When billing is cancelled and cars are ordered back to original loading facility, the intra-terminal, or inter-terminal switch fee, as the case may be, will be assessed in addition to a billing cancellation charge of\$100.00 [I]
ITEM 60 [I]	Note - Cars being held waiting for proper billing instructions will also be subject to demurrage.
CHARGE FOR TURNING CARS When it is necessary 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 with special instructions made on the waybill stating:	Note - Holding services will be provided at LIRC's discretion and is subject to availability and track capacity.
Notice to Carrier:	ITEM 140 [l]
Deliver car from Side or End Specified by Placard	CAR ORDERED; NOT USED (See Notes)
Cars not properly billed and placarded that LIRC is requested to turn after initial placement will be subject to a charge of [I] \$460.00 per car.	 If an empty car is ordered for loading and the service of switching and placing the car has been performed and the car is not loaded, an intra-terminal switch charge
ITEM 80 [I]	will be assessed against the appropriate party ordering such car and that charge will be
CARS RELEASED, NOT READY TO PULL	2. If an empty car is ordered for loading and the service
When a customer releases a car and it is determined upon arrival the car is not ready to pull, a charge of [I] \$290.00 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/unloading equipment, contains any miscellaneous debris, or if loading/ unloading has not been completed.	 of switching and placing of car has not yet been performed and car is not loaded, a car ordered, not used charge will be assessed against the appropriate party ordering such car and that charge will be\$290.00 [I] 3. If a special type of car is ordered for loading and such order is cancelled after the car has been switched or placed for loading, a [I] \$194.00 charge in addition to a
ITEM 100 [I]	car ordered, not used charge of [I] \$645.00 will be assessed against the appropriate party ordering such
SWITCH REQUESTED, CUSTOMER NOT READY	car.
In the event a customer requests a switch but upon arrival they are not ready for the switch to take place, a charge of [I] \$115.00 per one half hour will be assessed for a maximum wait time of two (2) hours, in addition to all other applicable charges.	 4. If a special type of car is ordered for loading and such order is cancelled prior to switching or placement, a \$194.00 [I] charge in addition to a car ordered, not used charge of \$250.00 [I] will be assessed against the appropriate party ordering such car.
	Note 1 - Should a person, firm or corporation cancel an order on a car causing the LIRC to incur any charges associated with such car, these charges will be assessed to the party which cancelled the order in addition to charges outlined in Paragraphs 1 through 4 of this Item.
	Note 2 - Cars will be subject to Demurrage.
For explanation of terms and explanation of abbreviations and ref	erence marks, see last page of tariff.

ITEM 220 [I]
DIVERSION CHARGES
 The term diversion means any order received or forwarded by LIRC that requires stopping of a car for the purpose of delivery or re-forwarding. The charge for this service willbe\$320.00 [I]
Diversion orders must be requested via facsimile, or email and sent to:
Louisville & Indiana Railroad Company 500 Willinger Lane Jeffersonville, IN 47130 Attn: Customer Service [C] 812-406-4595 [C] 812-288-4977 Fax
Email: LIRCCustomerService@anacostia.com 3. These provisions are applicable only to cars that are in
LIRC's account as a line-haul carrier.
 Once car has reached the billed to destination or the serving terminal on the LIRC diversion requests will not be honored. Any instructions affecting the movement of the car after actual placement will constitute a new movement, subject to switching or line-haul charges as the case may be. Cars waiting for diversion orders will be assessed a held for billing charge in the amount of [I] \$100.00 per day in addition to diversion charges outlined in paragraph 1. ITEM 240 [I] 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 [I] \$575.00 per car. Cars will be subject to demurrage for each day the car(s) remains in overloaded/improperly loaded status.

MISCELLANEOUS RULES AND CHARGES (Charges in dollars and cents per car, except as noted)	MISCELLANEOUS RULES AND CHARGES (Charges in dollars and cents per car, except as noted)	
ITEM 260 [I]	ITEM 360	
CLOSING DOORS	HOW WEIGHTS ARE TO BE ASCERTAINED	
When it is necessary for the LIRC to close doors, hatches, gates or secure tie down devices on empty cars, a charge of [I] \$86.00per car will be assessed against the customer releasing said car. Loaded cars will not be moved unless all doors, hatches, gates and tie down devices are secured.	 cars, a charge the customer noved unless es are secured. 2. When the actual tare of the car has been ascertained 	
ITEM 300 [I]	immediately before loading, it shall be used in lieu of the marked tare, except as provided in Paragraph 3 of this	
SPECIAL TRAIN SERVICE	item.	
When special freight train service is requested by shipper or consignee or required because of excessive dimensions, excessive weight, high center of gravity or any other condition not permitting normal train operation, LIRC will perform special train movements between stations on LIRC or between stations on LIRC and junctions with connecting lines. The charge for this service will be:	3. If a loaded car upon arrival at destination is weighed and the actual tare is ascertained after the entire lading of the car has been removed, including all packing and the debris resulting from original lading, it shall be used in lieu of the marked tare. If the car is reloaded by the consignee, actual tare obtained in like manner may be used.	
Weekday\$6,900.00 [I] Weekend\$7,880.00 [I] Holiday\$11,500.00 [I]	 The marked tare should be used to arrive at net weight of the load, except as provided in Paragraphs 3 and 4 of this Item. 	
ITEM 320 [I]	ITEM 380	
SWITCH MAINTENANCE FEE	WHEN AND WHERE CARLOAD FREIGHT IS TO BE WEIGHED & REWEIGHED	
A switch maintenance fee of [I] \$2,875.00 per year will be assessed to all customers served by LIRC. The fee will be waived for those customers who ship/receive a minimum of one (1) railcar per calendar year. Invoices will be mailed each January for the preceding year.	 Except where Consignees weights are accepted under the terms of weight agreements as provided in Item 500, carload freight should be weighed at point of origin, or as near thereto as practicable. When the Consignees weights are used for the assessment of freight charges, 	
ITEM 340	whether collect or prepaid, the charge for weighing will apply when the car is weighed at the request of shipper.	
SUPERVISION OF SCALES	2. When request is made by consignor or consignee for	
 When weights obtained on railroad or private scales are used for the assessment of freight charges, such scales shall be maintained tested and operated in accordance with the Track Scale Specifications and Rules approved by the Association of American Railroads. 	the reweighing of any car, such reweighing shall be done. If applicable, charge may be assessed per Item 480.	
 Weights should be ascertained by competent employees after proper instruction and under proper supervision 		
For explanation of terms and explanation of abbreviations and re	ference marks, see last page of tariff.	

MISCELLANEOUS RULES AND CHARGES (Charges in dollars and cents per car, except as noted)	MISCELLANEOUS RULES AND CHARGES (Charges in dollars and cents per car, except as noted)
ITEM 400 [I]	ITEM 420 (Cont'd)
NOTIFICATION REQUESTS FOR WEIGHTS USED FOR BILLING PURPOSES	WEIGHTS TO GOVERN AND TOLERANCE
1. When cars are weighed by the carrier for ascertainment of freight charges, such weights will be furnished to the party paying the freight charges in the form of a freight bill. Any other requests for weights from parties named on the shipping instructions will be furnished by the carrier to the party making such request and a charge of \$50.00 [I] per car will be made for each weight furnished (See Note). When weights are obtained directly by the party, or parties, named on the shipping instructions through direct electronic computer access not requiring any manual effort or oral communication by carrier, the charge will not apply.	4. The consignor or consignee shall be permitted to show the actual weight of any carload shipment either by means of shippers authenticated invoice or by weighing the entire load on platform scales or by so weighing a proper portion of uniform or standard weight articles (not less than ten percent (10%) of the lading); weighing to be performed under supervision of the carrier; provided such total weight includes all blocking, packing and debris resulting from the lading in question. This actual weight will be used to determine freight charges (subject to weight agreements if applicable), provided the difference in weight exceeds the tolerance.
Note - When a shipment consists of multiple cars, a charge of [I] \$87.00 per car will be made for the first weight furnished and a charge of [I] \$8.00per car will be	 5. The tolerance shall be one percent (1%) of the lading, with a minimum of 500 pounds on all carload freight.
made on each additional weight furnished. ITEM 420	 When empty carrier furnished cars are weighed to ascertain actual tare weights, the tolerance shall be as follows:
WEIGHTS TO GOVERN AND TOLERANCE	Tare Weight of Car Tolerance (actual vs. marked)
DEFINITION OF TOLERANCE – The difference in weights due to variation in scales or weighing which may be permitted without correction of the billed weight.	50,000 lbs & under 300 pounds 50,001 lbs to 60,000 lbs 400 pounds Over 60,000 lbs 500 pounds
 Where carload freight, the weight of which is not subject to change from its inherent nature, is check weighed or reweighed en route or at destination, no correction will be made in the billed weight except as provided below. 	7. Tolerances in Paragraph 6 will not be allowed unless entire previous lading and all packing debris or residue resulting from previous lading or ladings has been removed before empty car is weighed.
2. If the difference between the original net weight and the weight obtained by reweighing does not exceed the tolerance provided in this item, the first weight will not be changed. If such weight exceeds the tolerance, the car should be weighed a third time if practicable. If the third weighing confirms the original weight within the tolerance, no change shall be made. Where the original weight cannot be applied as above, the lower of the second or third weight shall be used where the difference between the second and third weight does not exceed the tolerance.	 Weights of commodities subject to shrinkage in weight from their inherent nature, properly obtained at or near point of origin, should not be changed, except as provided for in the tariffs of the carriers. If obvious error is discovered, each case should be dealt with upon its individual merits and report made to the originating carrier with all the facts. The provisions of this item will not apply in connections with shipments moving under applicable weight agreements. See Item 500.
3. In deciding between weights obtained on track scales as to which is the more accurate, all of the conditions under which the several weighing's were done must be taken into consideration, including the class of scale, condition, how recently tested, the manner of weighing, whether car was at rest or in motion, coupled or uncoupled, actual or stenciled tare used, the time of weighing, weather conditions and the reliability of the weigher giving precedence to that weight obtained under the best conditions. (Continued in next column)	
For explanation of terms and explanation of abbreviations and rel	erence marks, see last page of tariff.

MISCELLANEOUS RULES AND CHARGES (Charges in dollars and cents per car, except as noted)	MISCELLANEOUS RULES AND CHARGES (Charges in dollars and cents per car, except as noted)
ITEM 440	ITEM 460 [I]
CHARGES FOR WEIGHING OR REWEIGHING	CHARGES FOR WEIGHING AND REWEIGHING – PRIVATE SCALE
 When charges are required for the assessment of freight charges, no charge will be made by the carrier for such weighing service. 	 When a request is made to weigh or reweigh, either loaded or empty railcars, prior to or after placement, the charge will be\$115.00 [I]
2. When a car is weighed or reweighed, either empty or loaded, at request of either consignor or consignee, the service and charges will be in accordance with conditions named in Paragraphs 3, 4, 5 and 6, subject to the rules and carload minimum weights prescribed in tariffs and classification.	 When a request is made to weigh a tank car to determine whether completely unloaded, or to obtain the weight of any substance remaining in the tank or any other purpose not provided above, the charge will be\$115.00 [I]
 When a shipper or consignee requests that a car containing a commodity which is not subject to shrinkage from its inherent nature be reweighed, this service, wherever practicable, will be performed by the 	 If applicable, transportation charges will apply per Item 480 and as may otherwise be provided for in this tariff.
carrier without charge, provided such weighing discloses error in the billed weight of more than	ITEM 460.1 [I]
tolerance provided in Item 420. When a car contains a commodity which is subject to shrinkage from its inherent nature, no charge will be made if the billed weight is changed, as per Item 420, Paragraph 8.	CHARGES FOR WEIGHING AND REWEIGHING – RAILROAD SCALES 1. When a request is made to weigh a loaded car after
4. When a shipper or consignee requests a weighing or reweighing of any empty railroad owned car, this service, wherever practicable, will be performed by the carrier without charge, provided such weighing or reweighing discloses error in the tare weight in excess of the tolerance provided in Item 420, Paragraph 9.	 When a request is made to weigh a loaded cal after placement for unloading, or when an empty car is weighed after placement for loading the charge will be
5. When a shipper or consignee requests the weighing or reweighing of any privately owned car, such service will be performed, and charges will be in accordance with provisions of this tariff whether or not such weighing or reweighing discloses errors in the tare weight.	 If applicable, transportation charges will apply per Item 480 and as may be otherwise provided for in this tariff.
6. When reweighing is requested at destination by either the consignor or consignee and requires the weighing of both the loaded and empty car, the tolerance as provided in Item 420, Paragraphs 8 and 9 will be used and applied to the net weight. If the difference between the net weight thus obtained and the previous net weight is within the tolerance, a charge will be made for weighing of both empty and loaded car; if the difference exceeds the tolerance, no charge will be made for reweighing either the loaded or empty car, or the transportation charges to or from the scale if any.	
 When a car is weighed or reweighed either empty or loaded at request of either consignor or consignee, a charge as shown herein will be made each time car is weighed, except as provided in Paragraph 4 of this item. 	

MISCELLANEOUS RULES AND CHARGES (Charges in dollars and cents per car, except as noted)	MISCELLANEOUS RULES AND CHARGES (Charges in dollars and cents per car, except as noted)
ITEM 480	ITEM 500 (Cont'd)
TRANSPORTATION TO AND FROM SCALE AND	
CHARGES APPLICABLE THERETO	3. Forms of weight agreements suitable to the character
The charges named in Items 460 and 460.1 of this tariff include only the service of weighing and not the movement of the car to or from the scale.	of the business tendered for transportation will embrace the following general principles. The agreements will be in writing and provide that;
 When the weighing service is performed on scales located within the switching district at point where cars are loaded or unloaded, the charge for switching in each direction to and from the scales will be the same as the published tariff charge applying between industrial sidings at the point where weighing is performed, in each direction, (i.e. the intra-plant or intra-terminal switch is applicable). The term industrial sidings as used herein are sidings serving a particular industry, whether located upon the property of the railroad company or upon that of the industry. When the weighing service is performed on scales located outside the switching district of industry where car is located, the applicable line-haul rate in each direction to and from the scale will apply in addition to the weighing charges in this tariff. When, at the request of the consignor or consignee, a car is ordered weighed or reweighed en route to destination and such request was not on the original bill of lading, such request will be considered as a change in billing and subject to the applicable charge. 	 a. The consignor or consignee, as the case may be, shall report and certify correct gross weights (except where estimated weights are provided in tariff or classification), bills of lading or weight certificates and correct gross, tare and net weights when obtained on track scales, where such weights are used for billing purposes. b. The consignor or consignee, as the case may be, shall allow the authorized representative of the carrier to inspect the original weight sheets, books, invoices and records necessary to verify the weights and descriptions of the commodities certificate. c. The consignor or consignee, as the case may be, will promptly pay to the authorized representative of the carrier, bill of all undercharges, resulting from the certification of incorrect weights and improper description. d. When weights of uniform or standard weight articles are based upon averages, the consignor or consignee, as the carrier when any change is made in the package material used which will affect the weight arrived at by use of the average.
ITEM 500	e. The consignor or consignee, as the case may be,
 WEIGHT AGREEMENTS When consignor's or consignee's weights, as the case may be, of property are accepted and applied by the carriers under weight agreements, properly supervised, such weights should be designated in the prescribed manner on waybills, shipping tickets, bills of lading or weight certificates, and the property will not be reweighed, except as provided in Item 440. Proper supervision means checking of the records of the consignor's or consignee's, as the case may be, by the authorized representative of the carrier to verify the weights and descriptions furnished, and the weighing of a sufficient number of cars for verifications. When investigation, through examination of consignor's or consignee's records, as the case may be, or by reweighing, discloses error in weights of description shown on original billing, the charges will be adjusted to the proper basis, and notice of such change will in all cases be transmitted to the interested carriers or their representatives. 	shall keep in good weighing condition any and all scales used in determining weights and have track scales tested, maintained and operated in accordance with the Track Scale Specifications and Rules approved by the Association of American Railroads and shall allow the authorized representative of the carrier to inspect and test them. f. The agreement may be cancelled by giving ten (10) days written notice to either party. g. All shipments made under the agreement will be subject to rates and charges prescribed by classification, tariffs or rules of the carrier interested. Form of Weight Agreement Weight Agreement, entered into, by and between the (Customer), for and in behalf of LIRC for which the (Customer) is duly authorized to execute this Agreement, and(Town)(State)
(Continued in next column)	

