

All rates are subject to a Fuel Surcharge as published in ST 9003

**Pam Am Southern, LLC**

**FREIGHT TARIFF PAS 4351-X**

**CANCELS**

**FREIGHT TARIFF ST 4351-V SERIES**

**Effective**

**February 1, 2023**

**Expires**

**December 31, 2023**

**Issued**

**January 9, 2023**

**From:** Ayer, MA Origins only  
**To:** Destinations in Maine, Vermont, New Hampshire, Massachusetts, New York and Connecticut

**LOCAL, JOINT AND PROPORTIONAL RATES ON:**

**WHEAT MIDDS/SHORTS and FLOUR CLEARS**

Issued By Director of Publications  
 Iron Horse Park  
 North Billerica, MA 01862-1690  
 Phone: (978) 663-6918

**Wheat Midds, Shorts, Red Dog in bulk, and Flour Clears in covered hoppers or boxcars which carriers are not obligated to furnish.**

Transit privileges, including weighing, inspection, diversion or reconsignment will not be permitted at destination or any stations intermediate to destination.

Rates named herein will apply as through rates or used as proportional rates.

Rates expressed in dollars per car.

**PVT equipment furnished at no expense to carrier**

Governed by Uniform Freight Classification UFC 6000 Series, Uniform Classification Committee, Agent, and exceptions thereto in Section 1 of Tariff RPS 2009 Series, Railroad Publication Services, Agent, supplements thereto or successive issues thereof. Subject to Pan Am Circulars 1 and 2.

**INTERMEDIATE APPLICATION**

From any point of origin from which a rate is not named in this tariff which point is intermediate to a point from which a rate is published in this tariff, apply from such intermediate point the rate in this tariff from the next point from which a rate is published herein.

To any point of destination to which a rate is not named in this tariff which point is intermediate to a point to which a rate is published in this tariff, apply to such intermediate point the rate in this tariff to the next point beyond to which a rate is published herein.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment

**Origin: Ayer, MA**

**Note:** *origins of Mechanicville, NY and Rotterdam Jct., now under PAS-4127  
 origins of Barbers Station, MA now under PAS-4129*

	<u>Destination</u>	<u>ST</u>	<u>Miles</u>	<u>Route</u>	<u>RR Equipment</u>	<u>PVT Equipment</u>	<u>Notes</u>
	Yantic-Fitchville	CT	146	PAS-MILFS-NECR	cancelled	cancelled	
286K Lane	Barnardston	MA	77	PAS Direct	\$1,118	\$800	
	Augusta	ME	224	CSXT Direct	cancelled	cancelled	see CSXT Public Tariffs
286K Lane	Detroit	ME	229	CSXT Direct	cancelled	cancelled	see CSXT Public Tariffs
	North Leeds	ME	176	CSXT Direct	cancelled	cancelled	see CSXT Public Tariffs
286K Lane	Concord	NH	58	CSXT Direct	cancelled	cancelled	see CSXT Public Tariffs
	Eagle Bridge	NY	131	PAS Direct	\$1,261	\$943	
	Hoosick Jct.	NY	129	PAS Direct	\$1,224	\$906	
286K Lane	Mechanicville	NY	151	PAS Direct	\$1,272	\$1,145	
286K Lane	Rotterdam Jct.	NY	173	PAS Direct	\$1,272	\$1,145	
	Barnet	VT	207	PAS-WRIJC-VTR	cancelled	cancelled	Use Rule 11 to Bellows Falls instead
	Bellows Falls	VT	118	PAS Direct	\$1,071	\$859	
	Brandon	VT	195	PAS-BFALS-VTR	\$1,921	\$1,322	
	Middlebury	VT	212	PAS-BFALS-VTR	\$1,921	\$1,322	
	New Haven	VT	229	PAS-BFALS-VTR	\$1,921	\$1,322	
	Newport	VT	261	PAS-BFALS-VTR-NEWPT-CPRS	cancelled	cancelled	
	North Bennington	VT	136	PAS-HOSJN-VTR	\$2,194	\$1,570	
	Richford	VT	292	PAS-BFALS-VTR-NEWPT-CPRS	cancelled	cancelled	
	Swanton	VT	281	PAS-MILFS-NECR	cancelled	cancelled	
	Vergennes	VT	235	PAS-HOSJN-VTR	\$2,194	\$1,570	

## **BANKRUPTCY OR INSOLVENCY**

A. IN THE EVENT SHIPPER EITHER VOLUNTARILY OR INVOLUNTARILY FILES OR IS THE SUBJECT OF A FILED ST (HEREINAFTER "AGREEMENT") THAT INCORPORATES THESE CONDITIONS OF CARRIAGE, SHIPPER WILL, AS

(1) IDENTIFY ST 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 ST UNDER WHICH THERE REMAINS CONTINUING UNPERFORMED OBLIGATIONS; AND,

(3) CHOSE TO EITHER ELECT TO ASSUME OR REJECT SUCH AGREEMENTS IDENTIFIED PURSUANT TO PARAGRAPH (2) ABOVE WITHIN THIRTY (30) DAYS OF THE DATE OF THE FILING OF THE SAID PETITION IN BANKRUPTCY.

B. IN THE CONTEXT OF A BANKRUPTCY PROCEEDING, NO AGREEMENT IDENTIFIED UNDER PARAGRAPH (2) MAY BE ASSIGNED WITHOUT ST CONSENT, UNLESS ST IS GIVEN ADEQUATE ASSURANCE OF FUTURE PERFORMANCE BY THE ASSIGNEE. SUCH ADEQUATE ASSURANCE WILL INCLUDE, BUT NOT LIMITED TO, A DEPOSIT WITH PAN AM REPRESENTING SECURITY FOR THE TIMELY PAYMENT OF SWITCHING AND LINEHAUL CHARGES IN AN AMOUNT EQUAL TO THE AVERAGE THIRTY (30) DAY ACCRUAL FOR SUCH CHARGES AS SUCH, OR ALTERNATIVE SECURITY GUARANTEES IN FORM AND SUBSTANCE SATISFACTORY TO ST FROM ONE OR MORE PERSONS WHO SATISFY ST'S STANDARDS OF CREDITWORTHINESS.