

BIG SPRING RAIL SYSTEM, INC.

FREIGHT TARIFF FTBSR 8001

**Naming
Miscellaneous Rules
And Charges, Switching, Demurrage, Storage Charges
Applying
From, To and Within the Terminal of BSR**

Local Tariff

This tariff is applicable on intrastate and interstate traffic, except where expressly provided to the contrary in connection with particular rates and provisions contained herein.

ISSUED: September 1, 2018 Effective: October 1, 2018

Replaced Tariff FTBSR8000 Issued May 31, 2012

Issued by:

**Big Spring Rail System, Incorporated
1554 Paoli Pike, #179
West Chester, PA 19380**

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**RULES AND OTHER GOVERNING
PROVISIONS RULES AND REGULATIONS –
UNLIMITED**

ITEM 1**BSR TARIFF APPLICATION**

This Tariff applies to the local services, and charges of the **Big Spring Rail System, Incorporated**, also referred to by the American Railroad Association's reporting marks of "**BSR**".

The regulation, rules and terms of this Tariff apply throughout BSR's territory that is defined as all trackage located within the boundaries of the *City of Big Spring McMahon/Wrinkle Airport & Industrial Park*; this description also serves as the definition of BSR's Terminal territory.

The charges and assessments listed within this Tariff apply to local traffic – within the BSR Terminal – only. Cars interchanged to Union Pacific (UP) fall under *Line Haul* service and are covered by separate rates.

Line Haul movements to and from BSR **must be accompanied** with Bill of Lading which **must** show BSR in the routing. (See **ITEM 100**).

BSR is the exclusive rail service provider to all tenants and enterprises within the McMahon/Wrinkle Airport & Industrial Park.

ITEM 5**REFERENCE TO TARIFFS, ITEMS, NOTES, RULES,
ETC.**

This Tariff and supplements apply to all points on the BSR and Items herein are applicable to movement, storage and handling of railroad and private owned cars.

Re-consignment, diversion and transfer charges will be assessed against the Industry who requested such action.

**RULES AND OTHER GOVERNING
PROVISIONS RULES AND REGULATIONS –
UNLIMITED**

ITEM 10**METHOD OF CANCELLING ITEMS**

As this tariff is supplemented, numbered items with letter suffixes cancel corresponding numbered items in the original tariff or prior supplement. The tariff numbers will not change, only the letter for a revised item will – beginning with "A" and moving in an alphabetical sequence (e.g. Old: ITEM 10; Revised: ITEM 10 [A]).

ITEM 15**SUPPLEMENTS AND REISSUES**

This Tariff supersedes BSR Tariff FTBSR8000 issued May 31, 2018.

This tariff covers all Industries located within the BSR property with the intention of shipping and/or receiving rail cars.

ITEM 30**INDUSTRIES RECEIVING RAIL CARS**

Industries who receive or intends to receive rail cars acknowledge that upon notice of car(s) arrival, Industry will issue placement instructions with BSR – unless prior understanding has been agreed to between the Industry and BSR.

If hazardous cars are received by BSR for an Industry, and said Industry is unable to accept the car; BSR will immediately place the car into *Storage* status on a track of the railroad's choosing and the Industry will be subject to Storage Charges beginning immediately, without any applicable Free Time per **ITEM 340** of this tariff.

ITEM 34**DAMAGED CARS UNDER INDUSTRY CONTROL**

Industry is liable for rail cars delivered to or in the custody of Industry whether such cars are owned by a railroad or otherwise, and in the event of destruction of or damage to said cars for **any reason**, Industry shall pay the cost of replacement or repairs of such destruction or damage upon presentation of BSR's invoice for said repairs.

For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.

RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS – UNLIMITED
<p>(ITEM 34 cont'd) Rail cars will be considered as delivered to and in the custody of Industry once placed at Industry's track. Cars shall be considered delivered to and in custody of BSR at the time said car(s) is coupled into by BSR's locomotive within Industry track.</p>
<p>ITEM 55 CLEARANCE – DIMENSION – WEIGHT EXCESS BSR will not accept in interchange shipments containing excessive dimensions, or shipments exceeding 290,000 lbs. gross weight (car and lading) unless prior arrangements have been made with BSR (See ITEM 115C).</p>
<p>ITEM 56 CAPACITY AND DIMENSIONS OF CARS For marked capacities, length, dimension and cubical capacities of cars, see Official Railway Equipment Register, R.E.R. Publishing Corporation, Agent. All over-dimensional or heavy loads must comply with rules of FRA and AAR.</p>
<p>ITEM 60 CARS BILLED "TO ORDER NOTIFY" Cars will not be accepted under this tariff for delivery on the BSR if billed "To Order Notify".</p>
<p>ITEM 65 STATION LIST This tariff is governed by Official Railroad Station List (OPSL) 6000 Series.</p>
<p>ITEM 70 FORCE MAJURE Every effort will be expended for the timely delivery of cars to the industries served by BSR, but disruption due to tornadoes, hurricanes, floods, earthquakes, other acts of destruction or Acts of God will not be considered normal operating conditions and BSR will not be liable for delays in services withheld.</p>

RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS – UNLIMITED
<p>ITEM 80 NORMAL HOURS OF OPERATION For applying the provisions of this tariff, BSR's normal hours of operation are:</p> <ul style="list-style-type: none"> A. 8:00 a.m. to 4:00 p.m., CST Monday through Friday. B. Except for the following HOLIDAYS: NEW YEARS DAY GOOD FRIDAY MEMORIAL DAY INDEPENDENCE DAY LABOR DAY THANKSGIVING DAY CHRISTMAS DAY <p>Notification deadline for release or switching is noon CST.</p>
<p>ITEM 90 INDUSTRY FINANCIAL RESPONSIBILITY The Collection Terms of BSR are as follows:</p> <ul style="list-style-type: none"> A. Invoices/Bills are payable upon receipt. Any charge that payment has not been received within fifteen (15) calendar days of issuance will be considered past due. B. Any past due charges will be subject to a service charge of 18% per annum (1.5% per month). C. Contested charges must be submitted in writing within 15 calendar days. D. Invoice or Bill of Lading numbers must accompany all payments. <p>If an Industry is past due on paying any issued charges, BSR – at its sole discretion – may use a collection agency or attorneys to collect delinquent charges and if BSR is successful collecting such charges, Industry shall reimburse BSR for all reasonable collection costs, including reasonable collection agency fees and reasonable attorney's fees.</p> <p>Security Deposit: BSR may require a security deposit from industries that have not established a payment</p>

For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.

**RULES AND OTHER GOVERNING
PROVISIONS RULES AND REGULATIONS –
UNLIMITED**

ITEM 90 (cont'd)

history, or failed to pay freight, demurrage, storage, switching or other accessorial charges within the stipulated thirty (30) days allowance.

This deposit must be paid in a wire transfer, certified check, cashier's check, or money order before BSR will deliver a car to the Industry for loading or unloading.

The required amount of the security deposit will be determined by BSR.

BSR will place this deposit in an account and if a bill is not paid when due, BSR will satisfy the bill by drawing against the security on deposit. Thereafter, the customer must immediately reinstate the required funds on deposit before another car can be delivered.

Because security deposits are established for security of BSR due to the Industry's lack of payment history or delinquency in payment of prior bills, no interest will be paid by BSR on any security deposited in accordance with this ITEM.

It is the discretion of BSR as when to determine the factors requiring a security deposit have been resolved and that the Industry no longer is required to maintain such a deposit.

**RULES AND OTHER GOVERNING
PROVISIONS RULES AND REGULATIONS –
UNLIMITED**

ITEM 95

DISPUTES

If Industry believes a given invoice issued by BSR is incorrect the procedure to handle such a dispute is as follows:

- A. Notify BSR in writing within fifteen (15) calendar days of the invoice in question's issuing date - with supporting documentation.

The dispute must fully state the conditions for which relief is claimed, and identify disputed charges by car number and date.

- B. Mail, email or fax to BSR noting at top of fax or outside of envelope "Dispute"

Address:

BSR Finance Dept.
1554 Paoli Pike, #179
West Chester, PA 19380

Email: bsr@suddenlinkmail.com

Fax:

610-701-0659

- C.
1. If charges were a result of an error on the part of BSR, an adjusted statement will be issued less the erroneous entry.
 2. If BSR fails to respond to a claim within forty-five (45) days from the date the claim was submitted, BSR will accept the dispute as submitted and credit the industry for the full disputed amount.
 3. Claims submitted to BSR that are found not to be valid will be subject to a fifty-five (55) dollar processing fee.

For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.

**RULES AND OTHER GOVERNING
PROVISIONS RULES AND REGULATIONS –
UNLIMITED**

ITEM 95 (cont'd)

4. An invoice received by the industry, which contains multiple charges of which the dispute applies to only some of the charges, the valid charges must be paid per **ITEM 90** by the due date.
5. Disputes submitted more than fifteen (15) calendar days after the invoice issue date will not be accepted.
6. Bunching of cars will not be considered a BSR error; consequently, will have no merit as to the invoices disputed.

**SECTION 1
MISCELLANEOUS RULES AND CHARGES**

ITEM 100**BILL OF LADING REQUIREMENTS**

- A. Movement of a railcar cannot begin until proper billing information has been received by the BSR.
- B. BSR will not charge for any billing received via EDI or eBOL prior to the car movement to UP or within the BSR Terminal.
- C. Every shipment requires the following:
 - 1. Railcar Initial and Number
 - 2. Load/ Empty Status
 - 3. Standard Commodity Code (STCC) (i.e. Description)
 - 4. Net Weight
 - 5. Origin, Destination and Route²
 - 6. Shipper's Name and Full Address
 - 7. Consignee's Name and Full Address
 - 8. Care of Party (when using a third party)
 - 9. Payment of Freight (Prepaid or Collect)
 - 10. Hazardous Declaration for Hazardous Commodities
 - 11. Customs Broker (required for trans-border shipments).
- D. In addition to the above listed information, if the commodity is deemed hazardous, the necessary information and/or documents relating to the transportation of dangerous goods/hazardous materials are required.
- E. See **ITEM 302** Notification by Customer to BSR.

² Listing in line haul order all Carriers (reporting marks) that will handle the shipment.

ITEM 110**PERISHABLES**

The BSR does not provide protective service. Perishable freight under protective service will be accepted from connecting railroad for delivery to Industries with the understanding that protective service is not provided by the BSR and that BSR

**SECTION 1
MISCELLANEOUS RULES AND CHARGES**

(ITEM 110 cont'd)

accepts no liability for any loss or damage resulting from failure of such protective service.

ITEM 115**HANDLING CHARGES FOR OVER-DIMENSIONAL AND/OR HEAVY LOADS**

- A. Product Piece 75,000 – 263,000 pounds.
 - 1. Zero Carrier Liability -- **\$1,050.00**³
 - 2. Full Carrier Liability -- **\$6,600.00**
- B. Product Piece 263,001 - 290,000 pounds.
 - 1. Zero Carrier Liability -- **\$2,100.00**³
 - 2. Full Carrier Liability -- **\$13,000.00**
- C. **ITEM 55** restricts rail cars in excess of 290,000 lbs. gross weight (car and lading) will not be accepted in interchange without prior arrangements with BSR. Industry must have permission from BSR - in writing - prior to presenting car.
- D. Idler Car: Lading piece(s) that exceed the striker length of the rail car will require an idler car.
 - 1. **IDLER CAR HANDLING CHARGE - \$450.00 per idler car.**

³ Carrier must be notified in writing prior to movement of car stating that shipper is stipulating BSR is **NOT** liable for the condition of lading while on BSR's tracks or property.

ITEM 120**CHARGES TO CARRIERS FOR IMPROPER INTERCHANGE**

- A. A charge of **\$300.00 per car** will be assessed delivering carriers on all cars interchanged to the BSR in error.
- B. A car ordered by Industries for loading and is subsequently rejected due to not being in proper condition to load, a charge of **\$350.00** will be assessed against the railroad furnishing the car.
- C. If 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

For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.

**SECTION 1
MISCELLANEOUS RULES AND CHARGES**

(ITEM 120 cont'd)

- D. condition. A charge of **\$500.00 per car** - to be assessed delivering carrier.
- E. BSR will assess a charge to the delivering carrier of **\$700.00 per car** for delivering a car and lading that is in excess of 290,000 lbs. delivered without prior approval from BSR.

ITEM 130

**LOADED CARS RELEASED BY CUSTOMER
WITHOUT PROPER BILLING DISPOSITION
INSTRUCTIONS**

The BSR will assess Industry a charge of **\$300.00 per car** for cars released to the BSR from Industry, shop or team tracks without proper billing (Bill of Lading/waybill) or written disposition instructions.^{4,5}

If instructions are not received within twenty-four (24) hours from time of release of car from Industry, a storage charge of **\$80.00 per car** will be assessed Industry thereafter for each twenty-four (24) hours or fraction thereof until such instructions or billing is received.

⁴ For movement within the BSR Terminal proper minimum forwarding instructions are defined as containing, but not limited to address of Shipper authorizing move, Consignee, Destination (location or track); whether Prepaid or Collect; Commodity and complying to all hazardous materials requirements).

⁵ For movement beyond BSR's terminal to connecting Class I carrier (UP) the above information must be received electronically without errors in accordance with **ITEM 100**.

ITEM 135

EMPTY CARS ORDERED BUT NOT LOADED

An Industry orders an empty car, but later determines the car is not required. If the ordered car is in route or has been placed on the Industry track a charge of **\$350.00 per car** will be assessed.

**SECTION 1
MISCELLANEOUS RULES AND CHARGES**

(ITEM 135 cont'd)

NOTE 1: If change or cancellation of the car order is made before car has begun to move – there is no charge.

NOTE 2: If car can be placed at alternative location within the Industry before uncoupling at initial designated location, there will be no charge.

NOTE 3: Any car deemed unfit for loading, as defined (**ITEM 120 B**) by this Tariff, charges will not apply.

ITEM 146

**CARS RELEASED AND SUBSEQUENTLY ORDERED
BACK TO INDUSTRY**

When a shipper orders back a car that was previously released and pulled by BSR to be returned to Industry, a charge of **\$380.00 per car** will be assessed for the return of such cars.

Assessorial charges will continue to apply as if car had never been pulled until car's final release.

ITEM 160

INDUSTRY ALTERS PLACE - PULL ORDERS

When Industry alters placement, or pull instructions prior to being fulfilled by BSR, there will be no charge if the crew can perform the revised instruction without having to return to yard and/or is not required to re-order their train.

If the crew must return to the yard to pick up or drop off cars causing them to re-switch their train a charge of **\$110.00 per changed item** will be assessed against the Industry making the request.

ITEM 165

DIVERSION OR RECONSIGNMENT

The term "diversion" or "re-consignment" have the same meaning and the use of either shall mean an order is received by BSR for car(s) under the control of BSR which require any of the following:

For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.

**SECTION 1
MISCELLANEOUS RULES AND CHARGES**

(ITEM 165 cont'd)

- A. A change in the name of the consignee.
- B. A change in the name of the consignor.
- C. A change in the destination.
- D. A change in the route at the request of the consignor, consignee, or equipment owner.
- E. Any other instructions given by consignor, consignee, or equipment owner necessary to effect delivery which requires a change in the billing or an additional movement of the car, or both.

APPLICATION

- A. Orders for diversions or reconsignment will be accepted for only:
 - 1. Parties listed on bill of lading.
 - 2. Any rail carrier participating in line-haul movement.
- B. Charges for diversions or reconsignment shall be paid by the authorized party requesting the change.
- C. After a car, has been actually placed, any changes that affect the movement of the car will constitute a new movement and are subject to applicable switching and/or line haul charges.
- D. Only one change in destination will be authorized under these provisions. Requests for additional changes will be executed as a shipment terminating and originating at the diversion station location.
- E. The diversion or reconsignment charges applies in addition to all other applicable charges.

Diversion/reconsignment charge **\$500.00 per car.**

ITEM 170

SPECIAL (DEDICATED) SWITCH CREW

Special Freight Train and Switching Service is when BSR provides a special switch crew only to service an Industry.

**SECTION 1
MISCELLANEOUS RULES AND CHARGES**

(ITEM 170 cont'd)

- A. If the request for a special crew is made for normal hours (**ITEM 80**), the charge will be **\$2,000.00 plus \$300.00 per hour** (minimum 4 hours), but not exceeding 10 hours, per occurrence, and will be in addition to all other normal Tariff charges associated with the switching performed.
- B. If the request for a special crew is made outside of normal hours (**ITEM 80**) the charge will be **\$3,000.00 plus \$375.00 per hour** (minimum 4 hours) but not exceeding 8 hours, per occurrence and will be in addition to all other normal Tariff charges associated with the switching performed.

Above charges to be calculated from the time the crew reports to the BSR "on duty" location and their Federal "hours of service" begins and ends when the crew ends their tour of duty at the "on duty" location and "marks off" on their federal "hours of service" record.

The Industry/Industries that ordered the crew has the right to release the crew once their services are no longer required.

Industry will allow the crew a thirty (30) minute meal period before, but no later than 4 ½ hours on duty.

Once the crew is released by the Industry, BSR reserves the right to use the crew for other duties at BSR's sole expense and discretion.

NOTE: BSR reserves the right to restrict or modify any request for special freight train or switching services.

**SECTION 1
MISCELLANEOUS RULES AND CHARGES**

ITEM 175

INDUSTRY DELAY OF CREW

When a BSR locomotive and crew are held at the request of an Industry or delayed by conditions attributed to the Industry – within the confines of the Industry or immediately adjacent thereto, a charge for holding a crew shall apply against the delaying industry.

Such charge will not become effective until the crew has been held for 15 minutes, at which time charges for such a delay or standby service shall begin and will continue until the crew can perform their duties.

The charge for delaying a Train Crew is **\$12.00 per minute**.

Such charges shall be in addition to other published charges, if any, applicable to cars delayed or handled contained within this tariff.

ITEM 180

OVERLOADED CARS

Cars found to be overloaded will be subject to the following additional charge:

- A. **\$500.00 per car** – When a car is beyond loading point or confines of the Industry and is discovered overloaded. The car will be placed where Industry can adjust load. If the Industry requires that the car be returned to the Industry site, the move will be made under normal Tariff charges. In either case, the car will remain on Demurrage, if any, and Industry will be responsible for all charges (**ITEM 165** reconsignment).
- B. **\$500.00 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 against the delivering carrier (**ITEM 120**).

For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.

**SECTION 2
SWITCHING RULES AND CHARGES**

ITEM 203**INTRA-PLANT SWITCHING CHARGE**

The intra-plant switch charge is applicable for a single movement of a rail car from one spot or location to another spot or location – either on the same track or between two separate tracks.

Intra-plant switching charge for **non-hazardous car** is **\$125.00 per car** and **\$150.00 per hazardous car**.

APPLICATION

When delivering a car to be placed on the Industry track, existing cars may be moved in order to place the “new” car. If the existing cars are replaced to their origin location (and order) no intra-plant switch charge will apply. Where the existing cars are returned to a different track, a different location on the same track, or in a different order on the same track, such a move constitutes an intra-plant switch for the existing cars.

ITEM 205**INTRA-TERMINAL SWITCHING CHARGE**

BSR will assess an Intra-Terminal switch charge of **\$150.00 per non-hazardous car** and **\$175.00 per hazardous car** for Intra-Terminal switch. This charge is applicable for a single movement from one origin to one destination within the terminal.

BSR will apply the Intra-Terminal switching charge for moving a car, loaded or empty from one location within the Terminal to another location within the Terminal. A return movement back will be considered a second occurrence and will be charged a separate Intra-Terminal switch.

ITEM 212**CARS BILLED TO THE TRANSLOAD TRACK**

A car billed to BSR with a destination of BSR’s “Tarmac Siding Track” Transload Track will be delivered directly to the Transload Track upon interchange from the delivering carrier. Bills destined to the Tarmac Siding will require in addition to other information a consignee’s name and full mailing address.

**SECTION 2
SWITCHING RULES AND CHARGES**

(ITEM 212 cont’d)

There will be no charge for this initial placement directly from interchange.

Once placed, the car will be allowed to remain on the Tarmac Siding Track for a period not to exceed 48 hours –time commencing with placement of the car. Time will not be affected by weekends, holidays; nor is this time cumulative.

APPLICATION

A car is placed on the Tarmac Siding Track for 48 hours or less, then the Industry orders the car to the storage yard. Three days later the Industry orders the car placed back on the Transload Track. The car can remain on the Transload Track for up to 48 hours before it must be released or moved back to the storage yard.

After 48 hours, cars that have not been released (i.e. BSR has not received proper billing), or redirected will be moved by BSR to storage and storage and switching charges will apply upon car’s placement in the storage yard.

NOTE: Partially unloaded cars cannot be released for movement until the shipper can verify the car’s load is evenly distributed within the car.

ITEM 213**TRANSLOAD SWITCH CHARGE**

Rail cars moved between BSR and Industry tracks and the Tarmac Siding Track will be charged a Intra-Terminal charge.

This charge is **\$150.00 per car** and will be applied each time a car is moved between the Tarmac Siding Track other tracks outside of the Tarmac Siding Track area.

ITEM 214**LOADED CARS CONSIGNED TO STORAGE**

Loaded cars in storage or are billed to storage will NOT be assessed a switch charge for a movement to or from the UP.

**SECTION 2
SWITCHING RULES AND CHARGES**

ITEM 215**EMPTY CARS CONSIGNED TO STORAGE**

Empty cars in storage or are billed to storage will be assessed a Handling Charge for a movement to or from the UP.

Empty Car to Storage Handling Charge

Number of Cars Per BOL	Placement/Removal Per Car
1 - 19	\$125 non-Haz; \$150 Haz
20 - 39	\$100 non-Haz; \$125 Haz
40 – greater	\$75 non-Haz; \$100 Haz

ITEM 217**“CHERRY PICKING”**

A car removed from storage that is first on the storage track is not charged but the customer ordered a specific car located further on the same track will be assessed a “Cherry Picking” charge of **\$200.00 per car** to remove such car. Cherry Picking charges are in addition to other accessorial charges.

NOTE: See Section 5 of this Tariff for Definition as to what constitutes “Cherry Picking”.

ITEM 219**SPECIAL SWITCHING CHARGES**

Only for industries whose serving tracks diverge from railroad between Mileposts zero (0.0) and one (1.0), when the pulling or placement of loaded or empty cars requires that intervening loaded car(s) be removed and consequently, returned to their original position after the switch order is completed, **a special switching fee of \$200.00** will be charged in addition to any other applicable fee. The special switching fee of **\$200.00** will be charged without regard to the number of intervening cars or placed/pulled cars.

ITEM 221**SECOND SWITCH**

Industries are entitled to one switch, if required, each day under “normal” operations. If an Industry requires multiple switches within the same 24-hour period, and BSR can provide such a switch without placing other Industries at a disadvantage, BSR will comply with the request.

**SECTION 2
SWITCHING RULES AND CHARGES**

(ITEM 221 cont’d)

A second or multiple switches will be charged at **\$100.00 per crew hour** or fraction thereof.

ITEM 225**CONSTRUCTIVE PLACEMENT**

When a car consigned, or ordered to a private track, industrial track or other-than-public-delivery track and is found that the railcar cannot actually be placed because of an attributable condition by the consignor or consignee, such car will be placed in storage and notice shall be given the consignor or consignee that the car is being stored since BSR was unable to affect placement.

- A. Storage Charges will apply (**ITEM 340**) and storage charges will cease when Industry instructs BSR to move the car from the storage point to a location within the Industry’s facility. Instruction following car’s placement in Constructive Placement Storage to another location will constitute additional charge(s) (see **ITEM 213**).
- B. Interchange loaded cars destined to an Industry, but could not be placed, will be switched into storage using the switch included in the Line Haul Rate.
- C. If the car is placed on a non-BSR track or a private siding, the car will be considered placed and no notice will be given.

**SECTION 3
DEMURRAGE AND STORAGE CHARGES**

ITEM 301**NOTIFICATION BY BSR TO INDUSTRY**

The BSR will provide notification via email, fax or phone using contact information supplied by Industry.

ITEM 302**CUSTOMER NOTIFICATION TO BSR**

Industry can call BSR at any time during normal hours. Industry may fax BSR or email, but time sensitive information will be accepted at the time shown on the fax or any other form of communication – if received after normal business hours (as defined by this Tariff) the beginning of business hours of the following day will be used as the notification time. **ITEM 100 C and D** indicates the required movement information if a car is to move beyond BSR to another railroad.

NOTE: Intra-Plant Switch and Intra-Terminal Switch orders may be given via fax or email. BSR will not accept movement information left on "phone voice mail".

ITEM 310**DEMURRAGE CHARGES****General Freight**

Both loaded or empty railroad owned cars on BSR will be subject to a demurrage charge after Industry has used "Free Days". Per day per car Charges are determined on a customer by customer basis. Charges are the responsibility of the Industry who is the receiver of the cars and/or has the cars under their control under the following circumstances:

- A. Railroad owned cars loaded or empty Constructively Placed or actual placement (or a combination of) that exceed two (2) free days. The demurrage charge calculation, including "Free Days," begin the day of constructive or actual placement. Demurrage ends on the day the customer's release of the car.
- B. Railroad owned cars re-loaded, after previously being unloaded, BSR will grant

**SECTION 3
DEMURRAGE AND STORAGE CHARGES**

(ITEM 310 cont'd)

the Industry two (2) additional free days for that car.

- C. Inbound loaded or empty railroad owned car(s) constructively placed will be assessed Demurrage in the same manner as explained in section "A" of this Item.
- D. Released outbound cars that are owned by railroads released without shipping instructions will remain on Demurrage and will continue until the necessary paper work has been delivered to BSR. (See Section 5: Definition; Release)
- E. Demurrage charges, including "Free Days," will be applied on all days including Saturdays, Sundays and Holidays.
- F. This item is not applicable to private cars.

NOTE: If a railroad owned car has been placed in storage due to Industry's inability to provide room to place the car on Industry track; or, Industry releases car without proper shipping instructions, car will be placed into storage. Storage Charges will begin upon placement and Demurrage and other assessorial charges will apply while a car is in storage.

ITEM 340**STORAGE / DETENTION OF CARS ON BSR TRACKS**

Anytime empty and/or loaded cars are held on BSR track either due to instructions from car owner or Industry in control of car; car(s) cannot be placed due to Industry track inaccessibility; absence of Industry movement instructions; or, cars set aside due to non-compliance with BSR's weight and/or dimensional instructions, storage charges will apply.

Storage charges will begin on date car is received by BSR for storage and charges will begin at that time – **NO FREE DAYS WILL BE ALLOWED FOR CARS.**

**SECTION 3
DEMURRAGE AND STORAGE CHARGES**

(ITEM 340 cont'd)

Non-hazardous; **\$75.00 per day**^{7,8}

Hazardous; **\$125.00 per day**

Note 1: Subject to the availability of track space on BSR.

Note 2: Charges will be issued when car is removed from storage.

Note 3: Time will be computed beginning with the time car is spotted on the storage track and will continue until the car removed from the storage track.

Note 4: Charges will be computed for each 24-hour period or fraction thereof until release instructions are received by BSR from car owner or Industry.

Note 5: No Free Time factors will apply to Storage Charges.

⁷ Charges apply to Saturdays, Sundays and Holidays.

⁸ No Free Days will be allowed on stored cars.

ITEM 350

UNIT TRAINS LOADED OR EMPTY STORAGE

Absent spotting instructions, or if the unit train cannot be spotted due to any reason attributable to the receiving Industry, the unit train will be charged a storage charge.

If the unit train cannot be delivered to the receiving Industry the unit train, either loaded or empty, will be placed on Constructive Placement until valid spotting instructions are received.

Constructive Placement of a unit train will have Storage Charges assessed for railroad controlled or private cars.

Unit Train Storage Charges:

Non-Hazardous **\$100.00 per car per day**

Placarded Hazardous **\$150.00 per car per day**

Charges will be made on a daily or fraction of a day basis.

For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.

**SECTION 4
HAZARDOUS MATERIALS**

ITEM 500

**EXPLOSIVES, DANGEROUS ARTICLES AND
INHALATION HAZARDS**

For rules and regulations governing the transportation of explosives and other dangerous articles by freight, and for specifications applying to shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see **Tariff BOE 6000-Series**.

ITEM 530

**CAR SWITCHING AND SPILL MITIGATION DUE
TO NON-ACCIDENT RELEASE OF LADING**

Non-Accident Release (NAR) is defined as an unintentional lading release of either hazardous or non-hazardous materials while in possession of BSR which results from an act or an omission of a shipper, including but not limited to, failure to properly secure valves and/or fittings, failed closure and/or pressure relief devices, or overloaded containers.

For any NAR, BSR will assess a minimum “Car Switching and NAR Spill Mitigation Charge” to the shipper, *as identified on the waybill* for each NAR incident.

NAR Spill Mitigation Charge: \$3,600.00 plus cost of repair and remediation per car \$2,000.00 plus cost of repair and remediation per car, per NAR, for each car containing a non-hazardous lading or its residue. Non-hazardous lading is defined as any commodity not defined as hazardous by the U.S. Department of Transportation or is not as found in the current Directory of Hazardous Materials Shipping Descriptions as issued by U.S. Department of Transportation or is not as found in the current Directory of Hazardous Materials Shipping Description as issued by RAILINC.

**SECTION 4
HAZARDOUS MATERIALS**

(ITEM 530 cont'd)

- **\$2,570.00** plus cost of repair and remediation per car, for each car containing HazMat with improperly secured or open closures (fittings, plugs, valves, manways, gaskets) presenting the potential for a NAR but not yet releasing lading.

The shipper, as identified on the waybill, shall also be responsible for all expenses incurred by the carrier where such expenses result from an act of omission or a shipper that causes an NAR and such expenses exceed the applicable “Car Switching and “NAR Spill Mitigation Charges” and includes but are not limited to expenses associated with emergency response, environmental mitigation, site cleanup, waste disposal, personal injury, exposure, evacuation, regulatory penalties, litigation, lading transfer, and long term environmental investigation.

The agent, and the agent’s principal will be considered the shipper of record and will be subject to this **ITEM 530**, “Car Switching and “NAR Spill Mitigation Charge”.

If possible and practical, BSR, upon notification of a NAR, will advise the shipper of incident details and will allow the shipper the opportunity to assist in the spill mitigation, provided their responders are qualified with all applicable railroad safety rules. Cause determination of the NAR will be performed by BSR and documentation will be made available to the shipper upon their request.

These charges apply to all Non-Accidental Releases of lading, regardless of commodity type, commodity hazard or the lack thereof, and apply to all rail car equipment or lading packages contained within, i.e. tank car,

For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.

**SECTION 4
HAZARDOUS MATERIALS**

(ITEM 530 cont'd)

hopper car, box car, gondola car, platform car, refrigerated unit, intermodal tank, intermodal container, tote, drum bag, box pail, etc.

The switching of a leaking car involved in a NAR will be at the discretion of BSR's Terminal Officer in charge at the time of the NAR. The "NAR Car Switch and Spill Mitigation Charge" for a NAR will be in addition to any other involved chargeable services performed in connection with such cars.

SECTION 5 ABBREVIATIONS AND DEFINITIONS

A

Actual Placement: Industry orders a car to a given “car spot “and BSR places car there.

AAR: American Association of Railroads.

B

B O E: Bureau of Explosives.

B O L: Shipping instructions that initiates shipments and provides BSR with necessary information to release, pull, deliver and properly rate shipment.

Bunching: Railcars shipped on different BOL dates, but arrive at destination at the same day and time.

C

Cherry Picking: When an Industry sends a block of cars on one waybill to BSR for storage - after which the Industry orders a specific car (by number) removed from that block a Cherry Picking Charge will apply (**ITEM 340**).

Constructive Placement: A car is ordered to an Industry track or a previously designated point but cannot be placed because of a condition attributable to the Industry – such car will be held at a point on BSR track and notice will be given to Industry that car was placed at a point other than the designated location. A car Constructively Placed constitutes the free placement of the car; subsequent re-location of this car will be subject to tariff charges.

Car Released: See Released

D

Dedicated Switch Crew: See Special Switch Crew.

Demurrage: Charges for holding cars owned by a railroad beyond the 48-hour Free Time.

E

Empty Release Information: Instructions from consignee given to authorize railroad that car is available to be moved. Information given must include identity of consignee, car initial and number, date, time and the identification of the person providing such information.

Export: Export as applies in this Tariff is traffic that will be directly discharged or loaded to a barge from docks within the operating Terminals of BSR.

F

Forwarding instructions: (See Bill of Lading).

FRA: Federal Railroad Administration (U.S. Government).

Free Time: Is a 48-hour period that postpones the calculation of Demurrage Charges. Free Time begins when a car is placed prior to 0800 Hours and continues for 48 hours excluding Saturdays, Sundays and holidays. If the car is placed after 0800 Hours the 48-hour period does not begin until the next 0800 Hour. Once calculation of Demurrage begins, Saturdays, Sundays and holidays are added in as days to Demurrage Charges.

G

H

Hazardous Material: As used in this Tariff means a hazardous material or its residue as defined by the U.S. Department of Transportation or as found in the current Directory of Hazardous Materials Shipping Descriptions as issued by **RAILINC**.

I

Industry: A rail served location defined by track number and car spots locations (e.g.

For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.

warehouse, factories, docks, bulk facilities, etc.).

Intra-Plant Switch: A switching movement from one track to another within the same plant or Industry, or from one car spot on a given track to a different spot on the same track within the same plant or Industry.

NOTE 1: Leased track of Industry within the BSR Terminal is considered Industry track as if it was located on the Industry property.

Intra-Terminal: An Intra-Terminal switching movement is when a rail car is moved from one track or facility to another track or facility within the limits of the San Jacinto River & Rail Industrial Park (BSR&RIP). Movement from an Industry's Track to a Track being leased by Industry is not considered as an Intra-Terminal switch (See Definition "Intra-Plant Switch" Note 1).

J

K

L

Line Haul: Movement of rail cars beyond BSR to either UP or BNSF and beyond. This movement is covered by a "thru rate" charged for the movement. Included in this rate is the Industry receiving one free, origin or termination, switch.

M

N

O

O. P. S. L.: Official Railroad Station List.

P

Placement (Actual): Where a car is placed at a stipulated car spot as designated by the Industry served.

Placement (Constructive): (See Constructive Placement).

Q

R

Release: A rail car is consider released when BSR receives proper billing instructions (ITEM 100 and/or ITEM 302).

S

Shipping Instructions: (See Bill of Lading).

Special Switch Crew: An Industry can order a Special Freight Train and/or Switching crew to serve the Industry exclusively. See **ITEM 170** for specific restrictions and requirements.

T

Terminal (BSR) Territory: That track that lies within the San Jacinto River and Rail Industrial Park.

Turning of a Car: Upon instruction of Industry, railroad will remove a rail car to a wye (turning track), and, turn the car with the opposite side of the car available to the customer when replaced on Industry's track.

U

UP: Union Pacific RR

V

W

X

Y

Z

For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.