# AMERICAN SHORT LINE AND REGIONAL RAILROAD ASSOCIATION



#### SUPPLEMENT 23 TO FREIGHT TARIFF ASLG 6004-A

(SUPPLEMENT 23 Cancels Supplement 22) (SUPPLEMENT 23 contains all changes)

NAMING
GENERAL CAR DEMURRAGE RULES AND CHARGES
As provided in Section 1 herein

STORAGE RULES AND CHARGES As provided in Section 2 herein

SPECIAL CAR DEMURRAGE RULES AND CHARGES As provided in Section 3 herein

CAR DEMURRAGE RULES AND CHARGES
ON
COAL AND COAL PRODUCTS
As provided in Section 4 herein

APPLYING AT ALL POINTS ON CARRIERS SHOWN AS PARTICIPANTS HEREIN (Except as otherwise provided)

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

ISSUED: December 6, 2008 EFFECTIVE: January 1, 2009

#### **ISSUED BY**

North America Railroad Publishing Services, Inc. 916 Champions Way McDonough, GA 30252

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

#### SUPPLEMENT 23 TO FT ASLG 6004-A

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#### **SUPPLEMENT 23 TO FT ASLG 6004-A**

#### ITEM 2.20 - N

#### **CUMULATIVE INDEX OF NEW OR CHANGED ITEMS**

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## RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - LIMITED

#### **ITEM 30-A**

#### **PAYMENT TERMS**

(Applies only for carriers named in this item)

All charges contained herein will be billed by the railroad and paid by the responsible party in U. S. funds, in full, within seven (7) days after receipt of invoice.

A finance charge of one percent (1%) per month will apply on all invoice balances which remain unpaid beyond the payment terms prescribed in this item.

GWR - Great Western Railway Company, The GWRC - Georgia Woodlands Railroad

KSW - Kansas Southwestern Railway

### SECTION 1 EXCEPTIONS TO GENERAL CAR DEMURRAGE **RULES AND CHARGES**

#### **ITEM 34**

#### **APPLIES ONLY FOR ACCOUNT OF CARRIERS** NAMED IN THIS ITEM

(Exception to Items 815 and 900)

After the expiration of free time allowed, a charge of \$20.00 per car per day, or fraction of a day, will be made until the car is released.

Columbia & Cowlitz Railway Company DeQueen and Eastern Railroad Company Golden Triangle Railroad Mississippi & Skuna Valley Railroad Company

(The above exception applies to charges only. All other provisions of Items 815 and 900 continue to apply.)

## SECTION 1 EXCEPTIONS TO GENERAL CAR DEMURRAGE RULES AND CHARGES

#### **ITEM 35-B**

[1]

#### ARKANSAS AND MISSOURI RAILROAD COMPANY

(Exceptions to Demurrage Rules and Charges in Sections 1 through 5)

Twenty-four (24) hours free time will be allowed for unloading or loading cars. Free time will be computed from the actual or constructive placement of a car, subject to the following qualifications. The railroad will give consignee or consignor one (1) hour from the time of notification, by electronic mail (e-mail) (stating cars are available and on hand to be spotted), to choose either constructive placement or actual placement, by returning message via e-mail to confirm receipt and spotting instructions. Such notification shall not be given earlier than 0700 hours nor later than 1700 hours. If no response is received by return e-mail within one (1) hour, constructive placement will be assumed. Detention charge will start after free time has expired. Notification of release must be given by instructions through the RailConnect ® system to railroad. Detention will be charged at the rate of \$60.00 per car per 24 hour period or fraction of a 24 hour period after the free time has expired for mechanical refrigerated boxcars. Detention will be charged at the rate of \$50.00 per car per 24 hour period or fraction of a 24 hour period after the free time has expired for all cars other than mechanical refrigerated boxcars, except cars containing Hazardous Materials (STCC 49 series, except Ammonium Nitrate STCC 49 183 XX and 49 186 XX) charge will be \$150.00 per car per 24 hour period or fraction of a 24 hour period after the free time has expired. Saturdays, Sundays, and holidays will be charged detention if free time has expired. Holidays will be New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.

#### **ITEM 37-A**

#### **ACADIANA RAILWAY COMPANY**

(Exception to Items 610, 815 and 900)

Forty-eight (48) hours free time will be allowed for loading, and forty-eight (48) hours free time will be allowed for unloading.

Free time will be computed from the first 7:00 AM after placement. For the purpose of computing free time holidays will be excluded. After expiration of free time allowed, a charge of \$80.00 per car per day, or fraction of a day, will be made until the car is released to the railroad.

#### ITEM 55-A

## SECTION 1 EXCEPTIONS TO GENERAL CAR DEMURRAGE RULES AND CHARGES

#### **ITEM 125-A**

(Provisions formerly shown herein and not brought forward are hereby canceled.)

#### **ITEM 130**

## APPLIES ONLY FOR CARRIERS NAMED IN THIS ITEM (Exception to Item 900)

- 1. On cars not subject to Average Agreement Plan, Item 800 and for detention not subject to Item 1405 (Strike Interference), after expiration of free time allowed or without free time allowance, when none is provided, charge of \$40.00 per car per day, or fraction of a day, will be made until car is released.
- 2. The applicable charge will accrue on all Saturdays, Sundays and holidays subsequent to the first chargeable day, including a Saturday, Sunday or holiday immediately following the day on which the first chargeable day begins to run, except as otherwise provided in Items 1225 or 1400 through 1440.

Chattahoochee & Gulf Railroad Co. Inc.
Conecuh Valley Railroad
Laurinburg and Southern Railroad Company
Nash County Railroad
Three Notch Railroad Co. Inc.
Wiregrass Central Railroad Company, Inc.

Yadkin Valley Railroad Company

#### **ITEM 142-A**

### APPLIES ONLY FOR CARRIERS NAMED IN THIS ITEM

(Exception to Items 805, 815, and 900)

Demurrage charges of \$5.00 for each of the first four chargeable days, \$10.00 for each of the next two days and \$15.00 for each subsequent day will apply on private cars carrying reporting marks BS, BSC, and BSCO held for disposition on railroad tracks.

Patapsco & Back Rivers Railroad Company

#### **ITEM 170-A**

(Provisions formerly shown herein and not brought forward are hereby canceled.)

#### SUPPLEMENT 23 TO FT ASLG 6004-A

## SECTION 1 EXCEPTIONS TO GENERAL CAR DEMURRAGE RULES AND CHARGES

#### **ITEM 190-A**

(Provisions formerly shown herein and not brought forward are hereby canceled.)

#### **ITEM 191-A**

(Provisions formerly shown herein and not brought forward are hereby canceled.)

#### **ITEM 201-A**

#### **GRAFTON AND UPTON RAILROAD COMPANY (GU)**

(Exception to Charges in Items 610, 815 and 900)

Forty-eight hours free time will be allowed for loading and unloading.

After the expiration of free time allowed, a charge of \$90.00 per car per day, or fraction of a day, will be made until the car is released.

The applicable charge will accrue on all Saturdays, Sundays or holidays subsequent to the first chargeable or debit day, including a Saturday, Sunday or holiday immediately following the day on which the first chargeable day begins to run, or debit day begins to accrue. (On cars subject to Average Agreement, charges which accrue after the fourth debit day may not be offset by credits.)

(The above exception applies to free time and charges only. All other provisions of Items 610, 815 and 900 continue to apply.)

#### **ITEM 215-A**

#### KNOXVILLE & HOLSTON RIVER RAILROAD CO. INC.

(Exception to Items 610 and 900)

- 1. On cars not subject to Average Agreement Plan, Item 800 and for detention not subject to Item 1405 (Strike Interference), after expiration of free time allowed (Twenty four (24) hours free time will be allowed for loading and unloading. Free time to begin after placement, constructive or actual.) or without free time allowance, when none is provided, charge of \$30.00 per car per day, or fraction of a day, will be made until car is released.
- 2. The applicable charge will accrue on all Saturdays, Sundays and holidays subsequent to the first chargeable day, including a Saturday, Sunday or holiday immediately following the day on which the first chargeable day begins to run, except as otherwise provided in Items 1225 or 1400 through 1440.

## SECTION 1 EXCEPTIONS TO GENERAL CAR DEMURRAGE RULES AND CHARGES

#### **ITEM 230-A**

(Provisions formerly shown herein and not brought forward are hereby canceled.)

#### **ITEM 231-A**

(Provisions formerly shown herein and not brought forward are hereby canceled.)

#### **ITEM 254-A**

#### MISSISSIPPIAN RAILWAY COOPERATIVE, INC.

(Exception to Charges in Items 610, 815 and 900)

Forty-eight hours free time will be allowed for loading and unloading.

After the expiration of free time allowed, a charge of \$50.00 per car per day, or fraction of a day, will be made until the car is released.

(The above exception applies to free time and charges only. All other provisions of Items 610, 815 and 900 continue to apply.)

#### **ITEM 258-B**

#### MISSISSIPPI AND SKUNA VALLEY RAILROAD COMPANY

- Demurrage rules and charges published herein will not apply on cars of the MSV Railroad Company placed for loading or unloading of lumber or woodchips at Bruce, MS.
- Demurrage rules and charges published herein will not apply on cars of the Canadian National Railway placed for loading or unloading of lumber or woodchips at Bruce, MS.

## SECTION 1 EXCEPTIONS TO GENERAL CAR DEMURRAGE RULES AND CHARGES

#### **ITEM 279-A**

#### MONTANA RAIL LINK, INC.

(Exception to Item 610)

Free time on cars held for loading Barley (STCC 01 1312) or Wheat (STCC 01 137) will be extended to 7:00 AM of the second day following the first 7:00 AM after placement or after proper notification is sent or given which is not a Sunday or holiday. A demurrage day under this item consists of a twenty-four (24) hour period computed from 7:00 AM. This item applies only when Montana Rail Link is the initial line haul carrier.

#### **ITEM 280-B**

#### MONTANA RAIL LINK, INC.

GENERAL CAR DEMURRAGE RULES AND CHARGES - PRIVATE EMPTY TANK CAR STORAGE

#### EMPTY PRIVATE TANK CAR STORAGE

The rules and charges in this item apply to all empty private tank cars held on Railroad owned tracks.

#### NOTIFICATION OF ARRIVAL OF EMPTY PRIVATE TANK CARS

Notification will be given to the loader/unloader/in-care-of/or similar party as the Agent for the Consignor or Consignee, car owner or lessee ("the Agent") when the empty tank car(s) arrive at the consignees (loaders) serving yard.

#### EMPTY PRIVATE TANK CARS HELD BY RAILROAD FOR PLACEMENT ON PRIVATE TRACK (CONSIGNEE/LOADER'S TRACK)

- A. Empty private tank cars consigned or ordered for delivery to private tracks that first must be held on Railroad owned tracks are subject to storage provisions and charges.
- B. Storage charges begin with the second 7 AM after Notification of empty tank car(s) arrival at consignee's/loader's serving yard. Storage charges end when Railroad places empty tank car(s) on private track.
- C. Storage charges will be \$60.00 per day or fraction thereof. Charges will accrue on all Saturdays, Sundays and Holidays following the first chargeable day.

## SWITCHING OF EMPTY TANK CARS TO AND FROM STORAGE TRACKS

In addition to storage charges as described above, when empty tank cars are moved to railroad-owned tracks for storage, a switch charge of \$250.00 per car will apply both to and from storage tracks.

## RESPONSIBILITY FOR STORAGE CHARGES AND SWITCHING CHARGES ACCRUED

The Agent of empty tank cars assumes full responsibility for any storage charges accrued. The Agent of empty tank cars assumes full responsibility for coordinating loading activities that impact car utilization and related storage charges.

(Continued in next column)

#### SECTION 1 EXCEPTIONS TO GENERAL CAR DEMURRAGE RULES AND CHARGES

#### ITEM 280-B (Cont'd)

#### MONTANA RAIL LINK, INC.

GENERAL CAR DEMURRAGE RULES AND CHARGES - PRIVATE EMPTY TANK CAR STORAGE

#### RELEASE OF EMPTY TANK CARS HELD IN STORAGE

Empty tank cars held in storage will be moved to private track or lease track (for loading) when Railroad receives forwarding instructions and payment from party responsible for storage charges. Prior payment required for non-credit Agents only.

#### **ITEM 285-A**

(Provisions formerly shown herein and not brought forward are hereby canceled.)

#### ITEM 295-A

(Provisions formerly shown herein and not brought forward are hereby canceled.)

#### **ITEM 385**

#### PROVIDENCE AND WORCESTER RAILROAD COMPANY

(Exception to Items 815 and 900)

After the expiration of free time allowed, the following charges per car per day, or fraction of a day, will be made until the car is released:

\$25.00 for each of the first four chargeable days;

\$35.00 for each of the next two days;

\$65.00 for each of the subsequent days

The applicable charge will accrue on all Saturdays, Sundays or holidays subsequent to the first chargeable or debit day, including a Saturday, Sunday or holiday immediately following the day on which the first chargeable day begins to run, or debit day begins to accrue. (On cars subject to Average Agreement, charges which accrue after the fourth debit day may not be offset by credits.)

(The above exception applies to charges only. All other provisions of Items 815 and 900 continue to apply.)

#### **ITEM 410-A**

(Provisions formerly shown herein and not brought forward are hereby canceled.)

## SECTION 1 EXCEPTIONS TO GENERAL CAR DEMURRAGE RULES AND CHARGES

#### ITEM 425-A

#### TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS

(Exception to Item 765)

- Empty Privately-owned or leased cars, which are first held on tracks of this railroad under constructive placement will be subject to demurrage rules and charges of this tariff after expiration of free time until such time car placement or forwarding instructions are received.
- Demurrage rules and charges published herein will not apply on RB or RBL privately owned refrigerator cars carrying reporting marks VOLX, COLX, LOVX, EVEX, or USEX marked Leased to American Colloid Company held for loading or unloading on tracks owned or leased by the lessee of the cars.

#### **ITEM 426**

#### TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS

(Exception to Items 815 and 900)

After the expiration of free time allowed, the following charges per car per day, or fraction of a day, will be made until the car is released:

\$25.00 for each of the first four chargeable days; \$35.00 for each of the next two days; \$65.00 for each of the subsequent days

The applicable charge will accrue on all Saturdays, Sundays or holidays subsequent to the first chargeable or debit day, including a Saturday, Sunday or holiday immediately following the day on which the first chargeable day begins to run, or debit day begins to accrue. (On cars subject to Average Agreement, charges which accrue after the fourth debit day may not be offset by credits.)

(The above exception applies to charges only. All other provisions of Items 815 and 900 continue to apply.)

#### ITEM 430-A

(Provisions formerly shown herein and not brought forward are hereby canceled.)

#### ITEM 460-A

(Provisions formerly shown herein and not brought forward are hereby canceled.)

### SECTION 1 GENERAL CAR DEMURRAGE RULES AND CHARGES

#### **ITEM 610-A**

#### **FREE TIME**

Free time as designated will be allowed for each car:

Forty-Eight (48) Hours

- [4] [37] 1. Complete unloading as defined in Items 1100 through 1140.
  - [5] 1. Partial or complete unloading as defined in Items 1100 through 1140.
  - [5] 2. Partial or complete loading as defined in Items 1100 through 1140.
  - [5] 3. Partial unloading and reloading.

Twenty-Four (24) Hours

- [4] 1. Partial or complete loading as defined in Items 1000 through 1035.
- [4] 2. Partial unloading as defined in Items 1100 through 1140.
- [4] 3. Partial unloading and reloading.
- [36] 4. Complete unloading as defined in Items 1100 through 1140.
  - Loading or unloading all commodities handled in intraplant switching service as defined in the switching or other tariffs of this railroad and will include "set-back service" as defined in tariffs of this railroad.
  - 6. Diversions, Reconsignments or Reshipments.
  - 7. Held in transit:
    - a. On order of consignor, consignee or owner of the freight.
    - For surrender of order notify bill of lading or payment of lawful charges.
    - c. Grain inspection- Exception: See Item 1220.
    - d. Freight in bond for customs entry, Government inspection, or certification.

[37]Free time will be computed from the first 7:00 AM after placement, or after proper notification has been sent or given where required. For the purpose of computing free time, Saturdays, Sundays and holidays will be excluded.

[36]Free time will be computed from actual or constructive placement, subject to qualifications per Item 35-series.

## SECTION 1 GENERAL CAR DEMURRAGE RULES AND CHARGES

#### **ITEM 805-A**

#### **DEBIT**

[5] A debit is a unit of liability against a car for each day or fraction of a day held beyond free time and includes Saturdays, Sundays and holidays occurring subsequent to the second chargeable day, including a Saturday, Sunday or holiday immediately following the day on which the second debit day begins to run. Charges for such debits shall accrue as follows:

\$10.00 for each of the first four chargeable days; which may be offset by credits earned on other cars on a one-for-one basis. \$20.00 for each of the next two days. \$30.00 for each subsequent day.

The \$20.00 debits and \$30.00 debits may not be offset by credits and must be paid except for allowances permitted in Item 1400.

[11] A debit is a unit of liability against a car for each day or fraction of a day held beyond the free time and includes Saturdays, Sundays and holidays occurring subsequent to the first chargeable day, including a Saturday or holiday immediately following the day on which the first debit day begins to run. Charges for such debits shall accrue as follows:

\$10.00 for each of the first four chargeable days; which may be offset by credits earned on other cars on a one-for-one basis. \$20.00 for each of the next two days. \$30.00 for each subsequent day.

The \$20.00 debits and \$30.00 debits may not be offset by credits and must be paid except for allowances permitted in Item

[12] A debit is a unit of liability against a car for each day or fraction of a day held beyond the free time and includes Saturdays, Sundays and holidays occurring subsequent to the first chargeable day, including a Saturday, Sunday or holiday immediately following the day on which the first debit day begins to run. Charges for such debits shall accrue as follows:

\$15.00 for each of the first four chargeable days; which may be offset by credits earned on other cars on a one-for-one basis.

\$25.00 for each of the next two days. \$45.00 for each subsequent day.

The \$25.00 debits and \$45.00 debits may not be offset by credits

and must be paid except for allowances permitted in Item 1400.

[13][37] A debit is a unit of liability that is chargeable against a car for each day or fraction of a day for each of the first four days the car is held beyond the free time or the adjusted free time as provided in Item 1400, including a Saturday, Sunday or holiday immediately following the day on which the first debit begins to accrue. Debits may be offset by credits earned on other cars on a one-for-one basis. In no case shall any one car accrue more than four (4) debits, and in no case shall more than four credits be applied to offset debits accrued on any one car.

(Continued in next column)

### SECTION 1 GENERAL CAR DEMURRAGE RULES AND CHARGES

#### ITEM 805-A (Cont'd)

#### DEBIT

[36] A debit is a unit of liability against a car for each 24 hour period or fraction of a 24 hour period beyond the free time and subject to charges as provided in Item 35-series. Chargeable days (debits) may be offset by credits earned on other cars on a one-for-one basis, except allowances permitted in Items 1405, 1415, 1420, 1435.

#### ITEM 815-A

## DEMURRAGE CHARGES ON CARS SUBJECT TO AVERAGE AGREEMENT

[37] On cars subject to the Average Agreement Plan, Item 800, after expiration of free time, or the adjusted free time in Item 1400 (See Note), the following charges per car per day, or fraction of a day, will be made until car is released:

\$20.00 for each of the first four debit days. \$30.00 for each of the next two days. \$60.00 for each subsequent day.

The applicable charge will accrue on all Saturdays, Sundays or holidays subsequent to the first debit day, including a Saturday, Sunday or holiday immediately following the day on which the first debit begins to accrue. Charges which accrue after the fourth debit day may not be offset by credits.

[36] On cars subject to the Average Agreement Plan, Item 800, after expiration of free time (See Item 35-series), or the adjusted free time in Items 1400, 1405, 1415, 1420, 1435 (See Note), the charges provided in Item 35-series, will be made until car is released:

Note - Cars subject to the Average Agreement Plan will not be allowed adjustments provided for in Item 1410 and Paragraphs 1 and 2 of Item 1420, except when bunching has been caused by floods, earthquakes, hurricanes or tornadoes and conditions in the devastated area resulting there from, or strikes of railroad employees, and cars are subsequently delivered to consignee in accumulated numbers.

### SECTION 1 GENERAL CAR DEMURRAGE RULES AND CHARGES

#### **ITEM 820-A**

#### MONTHLY COMPUTATION OF DEMURRAGE CHARGES

[14] Subject to Items 805 and 810 at the end of each calendar month, the total number of applicable credits will be deducted from total number of \$10.00 debits and \$10.00 per debit will be charged for the remainder. In no case shall more than one credit be allowed on any one car and in no case shall more than four credits be applied in cancellation of debits accruing on any one car. If the credits equal or exceed the debits, no charge will be made for the detention of the cars, except as provided in Item 805 for detention beyond the fourth debit day and no payment will be made by this railroad on account of such excess of credits; nor shall the credits in excess of the debits of any one month be considered in computing the average detention for another month.

[12] Subject to Items 805 and 810 at the end of each calendar month, the total number of applicable credits will be deducted from total number of \$15.00 debits and \$15.00 per debit will be charged for the remainder. In no case shall more than one credit be allowed on any one car and in no case shall more than four credits be applied in cancellation of debits accruing on any one car. If the credits equal or exceed the debits, no charge will be made for the detention of the cars, except as provided in Item 805 for detention beyond the fourth debit day and no payment will be made by this railroad on account of such excess of credits; nor shall the credits in excess of the debits of any one month be considered in computing the average detention for another month.

[13][37] At the end of each calendar month, the total number of credits will be deducted from the total number of debits and \$20.00 per debit will be charged for the remainder (See Note). If the credits equal or exceed the debits, no charge will be made for the detention of the cars except as otherwise provided in Item 815 for detention beyond the fourth debit day. No payment will be made by this railroad on account of such excess credits; nor shall credits in excess of the debits of any one month be considered in computing the average detention for another month.

Where interstate and intrastate traffic have different demurrage rates, the debits and credits shall not be commingled into one account, but must be computed separately.

For the purpose of this Item, the end of the calendar month shall be considered as closing at the first 7:00 AM of the following month.

Note - In the event of a rate change which causes debits and credits to have different liabilities and values, each debit and credit will be converted to the monetary value in effect on the day such debit or credit accrued. At the end of the calendar month the total value of credits earned will be deducted from the total liability of the debits accrued in the above prescribed manner.

[36] Subject to Items 805 and 810 at the end of each calendar month, the total number of applicable credits will be deducted from total number of debits (See Item 35-sereis) and such debit will be made by this railroad on account of such excess of credits. No payment will be made by this railroad on account of such excess credits; nor shall credits in excess of the debits of any one month be considered in computing the average detention for another month.

## SECTION 1 GENERAL CAR DEMURRAGE RULES AND CHARGES

#### **ITEM 900-A**

## DEMURRAGE CHARGES ON CARS NOT SUBJECT TO AVERAGE AGREEMENT

On cars not subject to Average Agreement Plan (See Item 800) and for detention not subject to Item 1405 (Strike Interference), after expiration of free time allowed or without free time allowance, when none is provided, the following charges per car per day, or fraction of a day, will be made until car is released.

[14] - \$10.00 for each of the first four chargeable days,

[14] - \$20.00 for each of the next two days,

[14] - \$30.00 for each subsequent day.

[12] - \$15.00 for each of the first four chargeable days,

[12] - \$25.00 for each of the next two days,

[12] - \$45.00 for each subsequent day.

[13][37] - \$20.00 for each of the first four chargeable days.

[13][37] - \$30.00 for each of the next two days,

[13][37] - \$60.00 for each subsequent day.

[36] - Charges in Item 35-series will apply.

[5] The applicable charge will accrue on all Saturdays, Sundays, and holidays subsequent to the second chargeable day, including a Saturday, Sunday or holiday immediately following the day on which the second chargeable day begins to run, except as otherwise provided in Item 1225 or Item 1400.

[15] The applicable charge will accrue on all Saturdays, Sundays, and holidays subsequent to the first chargeable day, including a Saturday, Sunday or holiday immediately following the day on which the first chargeable day begins to run, except as otherwise provided in Item 1225 or Item 1400.

[8]The applicable charge will accrue on all Saturdays, Sundays, and holidays subsequent to the first chargeable day, including a Saturday, Sunday or holiday immediately following the day on which the first chargeable day begins to run, except as otherwise provided in Item 1225 and 1230 or Item 1400.

(Provisions formerly shown herein and not brought forward are hereby canceled.)

For explanation of terms and explanation of abbreviations and reference mark

#### SECTION 2 EXCEPTIONS TO STORAGE RULE AND CHARGES

#### ITEM 1670-A

(Provisions formerly shown herein and not brought forward are hereby canceled.)

#### ITEM 1675-A

#### MONTANA RAIL LINK, INC (MRL)

(Exception to Item 1925 [16])

(16) For customers taking delivery of railcars at MRL stations, except Laurel, MT, Billings, MT and East Billings, MT, 48 hours free time will be allowed on cars subject to this section. A storage charge of \$20.00 per car per day, or fraction of a day, will be assessed. Computation of free time and storage begins with the first 7:00 AM following the sending or giving of notice in Item 1920, exclusive of Saturdays, Sundays and holidays. Charges will continue to accrue until proper billing instructions are received or until car is removed from assigned storage pool.

#### ITEM 1677-A

(Provisions formerly shown herein and not brought forward are hereby canceled.)

#### **ITEM 1688-A**

#### **TAZEWELL & PEORIA RAILROAD INC.**

(Exception to Item 1925)

All empty flat cars (except PPU 300000 series) assigned to Caterpillar, Inc. and/or Komatsu America Corp. at Peoria, IL will be subject to storage charges of \$20.00 per car, per day or fraction thereof. Balance of the provisions of item 1925 will apply.

#### **ITEM 1690**

#### **TAZEWELL & PEORIA RAILROAD INC.**

(Exception to Item 1925) (See Note)

When customer cannot accept delivery of private railcars, loaded or empty, such cars will be constructively placed on hold/storage tracks of the TZPR, subject to the following storage charge:

After expiration of free time allowed shown below, storage charge of \$30.00 per car per day or fraction thereof will be assessed until railcar is ordered to spot at industry.

Free Time: Forty (48) hours free time will be allowed, time to be computed from the first 7:00 AM after arrival of railcar,

regardless of the day of the week.

Note: TZPR will not store any loaded railcars containing Hazardous Material on its property.

## SECTION 3 EXCEPTION TO SPECIAL CAR DEMURRAGE RULES AND CHARGES

#### ITEM 2325-B

#### APPLIES ONLY FOR CARRIERS NAMED IN THIS ITEM

Demurrage or detention charges provided in Section 3 will NOT be assessed on private cars while held on private tracks unless, before car leaves point of shipment or reconsignment, the shipping document used to direct movement to the point at which car is held indicates car is subject to demurrage charges, in which case the demurrage or detention rules and charges provided herein will apply.

If, due to clerical error, said notation is not placed on the shipping document, carrier will accept request from consignor in writing, or confirmed in writing, to add same to original shipping document if request is made prior to the arrival of car at destination.

Private cars and private tracks are as defined in Items 515 and 520

Chicago, SouthShore and South Bend Railroad Company[39] East Cooper and Berkeley Railroad Company Elgin, Joliet and Eastern Railway Company

Golden Triangle Railroad

Hampton and Branchville Railroad Company

Lancaster and Chester Railway Company Laurinburg and Southern Railroad Company

Mississippi & Skuna Valley Railroad Company [A-2]

Mississippi & Skuria Valley Ralifoad Company

Old Augusta Railroad LLC

Port Bienville Railroad

Port Bienville Railroad

Port Terminal Railroad of South Carolina

Port Utilities Commission of Charleston, South Carolina, The St. Marys Railroad Company

Sandersville Railroad Company

South Central Tennessee Railroad

For explanation of terms and explanation of abbreviations and reference mark

#### EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

#### ITEM 999950-A

#### **EXPLANATION OF ABBREVIATIONS**

ABBR - Abbreviations auth - Authority CL - Carloads

RER - Railway Equipment Register

[A] - Addition

[A-1] - Addition (ORC Adoption Notice 9000)
 [A-2] - Addition/Reinstated Effective May 1, 2008
 [C] - Change in wording which results in neither an increase or decrease in charges

[D] - Canceled.

[D-1] - Canceled Effective February 1, 2006.
 [D-2] - Canceled Effective June 1, 2006.
 [D-3] - Canceled Effective August 1, 2006.

[D-4] - Canceled. For rules and charges to apply, see

FT NYA 8100-series.

[D-5] - Canceled. For rules and charges to apply, see

FT NSR 6005-series.

[I] - Increase [R] - Reduction

[NC] - Brought forward without change

(Underscored portion denotes change/addition)

#### ITEM 999960-A

#### **EXPLANATION OF REFERENCE MARKS**

- [1] Will only apply in connection with Demurrage Charges in Section 1.
- [2] Will only apply in connection with Demurrage Charges in Sections 1 and 3.
- [3] Will only apply in connection with Demurrage Charges in Sections 2 and 4.
- [4] Will NOT apply on Nebraska intrastate traffic.
- [5] Will only apply on Nebraska intrastate traffic.
- [6] Will only apply on California intrastate traffic.
- [7] Will only apply on Nebraska, Nevada, South Dakota and Utah intrastate traffic.
- [8] Will NOT apply on Nebraska, Nevada, South Dakota and Utah intrastate traffic.
- [9] Will NOT apply on South Dakota intrastate traffic.
- [10] Will NOT apply on California intrastate traffic.
- [11] Will only apply on South Dakota intrastate traffic.
- [12] Will only apply on [29]Texas intrastate traffic.
- [13] Will NOT apply on Nebraska, South Dakota and [29]Texas intrastate traffic.
- [14] Will only apply on Nebraska and South Dakota intrastate traffic.
- [15] Will only apply on Nevada, South Dakota and Utah intrastate traffic.
- [16] Will NOT apply on Nevada, South Dakota and Utah intrastate traffic.
- [17] Will only apply on South Dakota and [29]Texas intrastate traffic.
- [18] Will NOT apply on South Dakota and [29]Texas intrastate traffic.
- [19] Will only apply on Nevada and Utah intrastate traffic.
- [20] Will only apply on South Dakota and Utah intrastate traffic.

(Continued in next column)

#### EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

ITEM 999960-A (Cont'd)

#### **EXPLANATION OF REFERENCE MARKS**

- [21] Will only apply on Nevada intrastate traffic.
- [22] Will only apply on Utah intrastate traffic.
- [23] Will NOT apply on Utah intrastate traffic.
- [24] On North Dakota intrastate traffic, applies only on traffic given pick-up or delivery service or on which allowance Is made in lieu of pick-up or delivery service.
- [25] Will only apply on Nevada and South Dakota intrastate traffic.
- [26] Will NOT apply on California, Nebraska, Nevada, South Dakota and Utah intrastate traffic.
- [27] Will only apply via single-line routes.
- [28] Will NOT apply via single-line routes.
- [29] Will NOT apply for account of TCT.
- [30] Will only apply in connection with Demurrage Charges in Section 4.
- [31] Will NOT apply on Arizona intrastate traffic.
- [32] Will only on Arizona intrastate traffic.
- [33] Will not apply on North Dakota intrastate traffic (not subject to provisions of [24]).
- [34] Will only apply on California and Nebraska intrastate traffic.
- [35] Will only apply on Louisiana and South Dakota intrastate
- [36] Applies only for account the AM.
- [37] Will not apply for account the AM.
- [38] Applies only for account the AKDN and AM.
- [39] Applicable only on movements of unit coal trains. For rules and charges to apply on movements other than unit coal trains, see Tariff CSS 6004.
- [40] Will not apply for account the AKDN and AM.
- [41] Applies only for account the AKDN.

(Reference Marks formerly shown here and not brought forward are hereby eliminate.)

(Underscored portions denote change.)