

# **BIG SPRING RAIL SYSTEM, INC.**

## **FREIGHT TARIFF**

### **FTBSR 8002**

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

### **Local Tariff**

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

Revised Date: April 2, 2025, Issued May 15, 2025

Replaced Tariff FTBSR8001 Revised March 24, 2021

**Note: This tariff supersedes all previous versions and represents a full revision. Due to the extent of the changes, individual modifications are not marked.**

**Issued by:**

**Big Spring Rail System, Incorporated  
391 Wilmington Pike #3-255  
Glen Mills, PA 19342**

**Big Spring Rail System Operations Terminal  
3801 Bethel Dr.  
Big Spring, TX 79720**

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# RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS

## 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 owned by the City of Big Spring and under an exclusive operating agreement with BSR. This description also serves as the definition of BSR's Terminal territory.

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

All such fees are **subject to negotiation** between BSR and the Customer or connecting carrier, in accordance with **49 CFR §1300.2(b)**.

BSR reserves the right to determine charges on a case-by-case basis.

Negotiated charges will be confirmed in writing and will be governed by private agreements, confidential rate quotes, or separate contracts not included in this tariff.

Nothing in this tariff shall obligate BSR to publish, disclose, or apply uniform charges for such services across all customers or traffic lanes.

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, as well as any customers or enterprises **connecting to the tracks owned by the City of Big Spring**.

## 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 privately owned cars.

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

## ITEM 10

### **METHOD OF CANCELLING OR REVISING TARRIF ITEMS**

As this tariff is supplemented or revised, the revised tariff will be published for public viewing or download on the Big Spring Rail System web site <https://bigspringrailsystem.com/services> at the bottom of the page listed as Big Spring Freight Tariff. In the case a copy is requested for review a link will be provided to download or a copy emailed.

## **ITEM 15**

### **SUPPLEMENTS AND REISSUES**

This Tariff supersedes BSR Tariff FTBSR8001 issued May 31, 2012, Revised March 24, 2021.

This tariff covers all Industries located within the BSR track operating agreement with the City of Big Spring both current and any future expansions of track with the intention of shipping and/or receiving rail cars.

No changes will take effect until the new tariff has been published and in effect.

## **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 and Switching 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 custody of Industry whether such cars are owned by a railroad or otherwise. In the event of destruction of or damage to said cars for any reason, Industry will pay the cost of replacement or repairs of such destruction or damage. **It will be the industry's responsibility to have the car repaired after contacting the car owner to agree on a contractor or on the industries' own accord.** Rail cars will be considered as delivered to and in the custody of Industry once placed at Industry's track. Cars will be considered delivered to and in custody of BSR at the time said car(s) are pulled away from industry track after release.

## **ITEM 35**

### **DAMAGED RAIL CARS AT INBOUND INTERCHANGE**

#### **Inspection and Acceptance of Inbound Cars**

BSR must inspect all inbound railcars received in interchange from connecting carriers at any interchange point operated by BSR.

#### **DISCOVERY OF DAMAGE OR DEFECT**

If a railcar is found to be damaged, defective, or unsafe at the time of interchange, BSR may, at its sole discretion, take one or more of the following actions:

##### **A. Refusal of Car at Interchange**

BSR may reject the car at interchange. Written or electronic notice of refusal will be provided to the delivering carrier, along with supporting documentation of the condition discovered.

## **ITEM 35**

### **DAMAGED RAIL CARS at INBOUND INTERCHANGE (Cont.)**

#### **B. Acceptance Under Protest**

BSR may accept the car under protest. Such acceptance does not constitute an admission of liability for the damage or condition. A written exception and condition report will be submitted to the delivering carrier or car owner.

#### **C. Holding for Instructions**

BSR may move the car to a safe siding or holding track and await further instructions from the delivering carrier or car owner. Storage charges or other accessorial charges will apply under the terms outlined in this tariff.

#### **D. Repairs (If Authorized)**

If authorized, BSR may arrange for necessary repairs in compliance with AAR Interchange Rules and FRA safety regulations. All repair costs, including labor and materials, will be billed to the party responsible. No repairs will be made without prior written authorization, except in the case of immediate safety concerns.

#### **Contractor Railcar Repair Policy:**

Any contractor engaged to perform repairs on railcars located on the BSR must obtain prior written permission and clearance from the General Manager of BSR before any repair work may commence.

Contractors are required to comply with all applicable Federal Railroad Administration (FRA) regulations and safety protocols while occupying and working on BSR property or rail equipment.

Upon completion of repair activities, contractors must ensure that all materials, debris, tools, and waste are properly cleaned up and removed from the work site.

The contractor shall be fully responsible and liable for any damage caused to the railcar, track infrastructure, or surrounding property, including but not limited to environmental contamination or spills. The contractor is also solely responsible for the full cost of any environmental remediation or cleanup required as a result of their activities.

Failure to comply with these requirements may result in immediate suspension of work, removal from BSR property, and/or legal action to recover damages.

#### **E. Compliance with Safety Standards**

Railcars found to be in non-compliance with 49 CFR Part 215 (FRA Freight Car Safety Standards) will not be moved on BSR trackage unless specifically authorized under federal regulations permitting restricted movement for repair.

#### **F. Limitation of Liability**

BSR will not be liable for any delays, loss, damage, or additional costs arising from the receipt or handling of damaged or defective railcars at interchange. Responsibility for pre-existing damage will remain with the delivering carrier or car owner, as determined in accordance with AAR rules and applicable law.

## **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**).

## **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.

## **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”.

## **ITEM 65**

### **STATION LIST**

This tariff is governed by Official Railroad Station List (OPSL) 6000 Series.

## **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.

## **ITEM 80**

### **NORMAL HOURS OF OPERATION**

For applying the provisions of this tariff, BSR’s normal hours of operation are:

- A. 8:00 a.m. to 4:00 p.m., CST Monday through Friday, except for the following holidays:
  - New Years Day
  - Good Friday
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Christmas Day

**Notification deadline for release or switching is noon CST.**

## **ITEM 90**

### **INDUSTRY FINANCIAL RESPONSIBILITY**

The Collection Terms of BSR are as follows:

- A. Invoices/Bills are payable upon receipt. Any payment that 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 of submitted invoice.
- D. Invoice or Bill of Lading numbers must accompany all payments.

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.

#### **Advanced Payment:**

BSR reserves the right to require **advance payment** from industries that have not established satisfactory payment history or that have failed to remit payment for freight, demurrage, storage, switching, or other accessorial charges within the prescribed thirty (30) calendar days from the date of invoice.

Advance payments shall be made by wire transfer, certified check, cashier’s check, or money order and must be received by BSR prior to the delivery of railcars for loading or unloading.

The amount of the required advance payment will be determined solely by BSR, based on anticipated charges and past payment performance.

This advance payment provision is established as a security measure for BSR and is consistent with federal regulations prohibiting rail carriers from extending credit for transportation or related services beyond the allowed period.

## **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 or email to BSR noting in the subject line or outside of envelope “Dispute”.

**Address:** BSR Finance Dept.  
391 Wilmington Pike #3-255 Glen Mills, PA 19342  
Email: [bsr@suddenlinkmail.com](mailto:bsr@suddenlinkmail.com)

- C. If charges were a result of an error on the part of BSR, an adjusted statement will be issued less the erroneous entry

## **ITEM 95**

### **DISPUTES (Cont.)**

- D. 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.
- E. Claims submitted to BSR that are found not to be valid will be subject to a fifty-five (55) dollar processing fee.
- F. 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.
- G. Disputes submitted more than fifteen (15) calendar days after the invoice issue date will not be accepted.
- H. Bunching of cars will not be considered a BSR error.

## 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 Route to.
  - 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) list 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 BSR and that BSR 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 -- **\$1,082.00**
  - 2. Full Carrier Liability -- **\$6,800.00**
- B. Product Piece 263,001 - 290,000 pounds.
  - 1. Zero Carrier Liability -- **\$2,163.00**
  - 2. Full Carrier Liability -- **\$13,390.00**
- 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.** 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. In the event that a railcar is delivered to BSR in error, or is not consigned to any customer on BSR reserves the right to assess a **\$300.00/Car Set Back fee** along with handling, switching, car storage, and any applicable car hire or other related expenses incurred as a result of the error. Such fees shall be billed directly to the **delivering** carrier.
- 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 condition. A charge of **\$500.00 per car** will be assessed to delivering carrier.
- D. 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 121**

### **CHARGES TO INDUSTRY FOR INCORRECT WAYBILL INFORMATION**

A charge of **\$300.00 per car** will be assessed to:

- A. Industry / shipper on all incorrect routing information interchanged to BSR in error.
- B. Improper labeling of commodity.

## **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.

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.

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).

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**

If Industry orders an empty car, but later determines the car is not required, and 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.

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 an 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 the 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:

- 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 the 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.

- 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 11 hours per occurrence and will be in addition to all other normal Tariff charges associated with the switching performed.

## **ITEM 170**

### **SPECIAL (DEDICATED) SWITCH CREW (Cont.)**

Above charges are 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.

## **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 a 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 **\$14.00 per minute**.

Such charges will 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**).
- B. **\$500.00 per car** - When a car is received in interchange from connections and is found to be overloaded, such a car will be returned to delivering carrier for adjustment to the lading to eliminate the overload condition. Charge to be assessed against the delivering carrier (**ITEM 120**).

## 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 is **\$125.00 per 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 **original location (and spot order)** no intra-plant switch charge will apply. Where the existing cars are returned to a different track, or 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 214

#### LOADED CARS CONSIGNED TO STORAGE

Loaded cars in storage or that are billed to storage will be assessed a Switching Charge for a movement to or from the UP. They will be subject to **negotiated switch-in and switch-out charges** along with any other applicable assessorial charges

### ITEM 215

#### EMPTY CARS CONSIGNED TO STORAGE

Empty cars in storage or that are billed to storage will be assessed a Switching Charge for a movement to or from the UP. They will be subject to **negotiated switch-in and switch-out charges** along with any other applicable assessorial charges.

## **ITEM 217**

### **“CHERRY PICKING”**

A car removed from storage that is first out on the storage track is not charged but the customer ordered a specific car located deeper on the same track will be assessed a **“Cherry Picking” charge of \$220.00 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 221**

### **SECOND SWITCH**

Industries are entitled to one switch, if required, each day under “normal” operations (**ITEM 80**). If an Industry requires multiple switches within the same 24-hour period, and if BSR can provide such a switch without placing other Industries at a disadvantage, BSR will comply with the request. A second or multiple switches will be charged **at \$100.00 per crew hour** or a fraction thereof **\$25.00 per quarter hour**.

## **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 will 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)
- 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 FOREIGN CAR USE AND STORAGE CHARGES

### ITEM 302

#### CUSTOMER NOTIFICATION TO BSR

Industry can call BSR at any time during normal hours. However, requests for car movements will be accepted **no later than noon**. Industry may notify BSR by email (preferred) or phone, but time sensitive information will be accepted at the time shown on the email 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 by email. BSR will not accept movement information left on **“phone voice mail”**.

### ITEM 315

#### CONDITIONAL CONSTRUCTIVE PLACEMENT UPON INTERCHANGE

BSR reserves the right to place any inbound railcar into constructive placement status immediately upon electronic acceptance from a connecting carrier when the railcar is subject to Foreign Car Usage fees.

This provision applies specifically to railcars for which such charges are actively accruing or are anticipated to accrue under Association of American Railroads (AAR) Car Hire Rules or other applicable agreements.

Constructive placement under this item serves the following purposes:

- Establishes that no free time will apply under BSR rules.
- Transfers financial responsibility for delays beyond interchange to the customer.
- Protects BSR from incurring car hire, per diem, or other related charges from third parties.

Notification of constructive placement will be provided electronically or in writing to the customer of record, using the contact information on file with BSR.

This rule does **not** apply to railcars that are not subject to foreign car usage fee (i.e., Private Cars). Such cars will be handled in accordance with standard placement procedures as provided elsewhere in this tariff.

### 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.

Car storage charges will begin on the date car is received by BSR. Storage charges will begin at that time.

Non-hazardous; **\$75.00 per day**

Hazardous; **\$125.00 per day**

## **ITEM 340**

### **STORAGE / DETENTION OF CARS ON BSR TRACKS (Cont.)**

**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 is 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.

Charges apply to Saturdays, Sundays and Holidays.

No Free Days will be allowed on stored cars.

Empty Hazardous Material cars are by regulation considered a Hazardous Material load. And are listed as “**Empty residue – Last contained**” This is not considered a true “empty” from a regulatory perspective. It is treated as a hazmat shipment and must follow DOT Hazardous Materials Regulations (**HMR; 49 CFR Parts 171–180**).

## **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 owned and/or private cars.

Railroad owned cars charging foreign car hire we be subject to additional charges see (**ITEM 351**)

#### **Unit Train Storage Charges:**

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

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

## **ITEM 351**

### **FORIGEN RAIL CAR USAGE CHARGE**

When railcars provided by a third party (including but not limited to Class I railroads or private car owners) are placed into service for the benefit of the Customer, and BSR incurs car hire charges for such equipment, the following usage charge shall apply:

**Charge: \$50.00 per car, per calendar day.**

**Effective Timeframe:** Charges begin accruing from the time of receipt of Interchange or constructive placement, including the first day. **No free time is allowed.**

This fee is separate from and in addition to any applicable demurrage, switching, or accessorial charges.

### **Exemptions**

There are no exemptions allowed to this fee being assessed. The fee will begin with the interchange receipt and end at the day the ICHD (**outbound interchange**) has been delivered.

### **Car Hire Reporting**

Car hire fees under this item are **standardized**.

### **Payment Terms**

FOREIGN RAIL CAR USAGE CHARGE will appear on the customer's monthly invoice when charges are assessed.

## SECTION 4 HAZARDOUS MATERIALS

### ITEM 400

#### 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 430

#### 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.

- **\$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 430), “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.

## **ITEM 430**

### **CAR SWITCHING AND SPILL MITIGATION DUE TO NON-ACCIDENT RELEASE OF LADING (Cont'd)**

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, 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.

### C

Cherry Picking: When an Industry holds 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).

Foreign Railcar Usage Charge: A fee assessed by Big Spring Rail System (BSR) for each foreign railcar (i.e., a railcar not owned or leased by BSR) received and used by customer

This charge is separate from, and in addition to, any applicable assessorial or storage charges as outlined in this tariff. No free time is granted under this provision.

## 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. 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 Big Spring Rail System (BSR). 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

OPSL: Official Railroad Station List.

## Q

## R

Release: A rail car is considered 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 Big Spring Rail System (BSR).

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