

CEDAR PORT™

RAILROAD



**TGS Tariff of Switching
Demurrage &
Assessorial Services**

TGS 8000-A

TGS 8000-A (Eff 10-1-2024)
(Iss 9-1-2024)

SUBSCRIBERS AND CONTACTS

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BY:

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CHECK SHEET OF ITEMS AND REVISIONS

The items contained in this publication are listed consecutively by number. The paragraph that has been changed within an item will contain one of the following reference marks placed next to the item number:

- (I) Denotes increase
- (R) Denotes reductions
- (C) Denotes changes in wording which result in neither increases nor reductions in charges
- (N) Denotes new item

In addition, the effective date of the revised item will be added to this index page “CHECK SHEET OF ITEMS AND REVISIONS” to identify which item(s) have been changed.

Revision Type	Item Number and Description	Effective Date
(R)	ITEM 60 – Reciprocal Switching Charges Non-Hazardous Railcars: see Exception 1	October 1, 2024
(R)	ITEM 65 – Reciprocal Switching Charges Hazardous Railcars: see Exception 1	October 1, 2024
(R)	ITEM 299 – Interchange Delay Services: see Exception 1	October 1, 2024

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Services

The initial placement or pick-up of railcars moving in loaded freight service at your location is the normal service a rail customer uses. There may be times when you require additional services.

ITEM 10 – TGS Publications

This publication is available on the internet for viewing or printing at [TGS Cedar Port Railroad](#). For general rules and conditions of carriage (including credit establishment and glossary of terms) and other miscellaneous charges, please refer to publication TGS 9000-Series. All publications for which a subscribing carrier is listed should be reviewed before shipping/receiving railcar(s).

ITEM 15 – TGS Station List

This TGS serves the following station(s):

Cedar Port, TX – SPLC 684693 – FSAC 10011 – CDPRT

ITEM 20 – Reference to Tariffs, Items, Notes and Rules

Where reference is made in this tariff to tariffs, items, notes or rules such reference(s) are continuous and include supplements to and successive issues and reissues of such tariffs, items, notes and rules.

ITEM 30 – Currency and Increases

Chargeable fees published herein are subject to increase by republication and are in United States Dollars (USD).

ITEM 40 – Cancellation Notice and Methods

TGS 8000-A cancels TGS 8000 and supplements thereto. Provisions in TGS Tariff 8000-A that are not published herein may be listed in a contract or another published Tariff in which TGS subscribes. All publications and contracts should be reviewed prior to tendering shipments on any railroad.

As this tariff is supplemented, letter suffixes will be used in alphabetical sequence starting with letter A. For example: TGS 8000-A would cancel TGS 8000, and then TGS 8000-B would cancel TGS 8000-A. Individual item(s) may also be handled in the supplements the same way.

ITEM 50 – Articulated Railcars

For articulated railcars, any applicable fee(s) listed in this tariff will be **doubled** and applied to each railcar.

ITEM 55 – Date to Determine Level of Charge

The applicable rate for reciprocal switching will be the charge in effect on the date of actual physical interchange as reported by the TGS train crew. All other charges will be in effect on the date of release or service requested.

ITEM 60 – Reciprocal Switching Charges Non-Hazardous Railcars

All Customers & All Stations on the TGS	Item 60
<p>A reciprocal switch fee will be assessed on every loaded railcar that contains non-hazardous commodity and is interchanged with TGS at Cedar Port, TX (CDPRT).</p> <p>Exception 1: If a loaded railcar is received by TGS (inbound move) for the purpose of storage on the TGS and subsequently departs as a load from TGS (outbound move) to the same carrier for which car was originally received inbound by TGS, there will be no charge for the outbound loaded move.</p> <p><i>Note 1: When a flat car of mechanical designation FG or FW of any capacity, or a flat car of mechanical designation FM of 151,000 pounds or more capacity is used to transport any freight on the TGS. For description of mechanical designations mentioned herein, see Official Railway Equipment Register.</i></p> <p>There could be special train charges that apply in these moves and these charges are in addition to this item. See item 270.</p> <p><i>Note 2: When a flat car of mechanical designation FD of any capacity is ordered or appropriated by shipper and/or used to transport any freight at or between stations reached by the TGS. For description of mechanical designations mentioned herein, see Official Railway Equipment Register.</i></p> <p>There could be special train charges that apply in these moves and these charges are in addition to this item. See item 270.</p>	<p>\$130 per railcar \$650 per railcar – Note 1 \$2,000 per railcar – Note 2</p> <p>Responsibility: BNSF if interchange occurs between TGS and BNSF.</p> <p>UP if interchange occurs between TGS and UP.</p>

ITEM 65 – Reciprocal Switching Charges Hazardous Railcars

All Customers & All Stations on the TGS	Item 65
<p>A reciprocal switch fee will be assessed on every loaded railcar that contains hazardous commodity and is interchanged with TGS at Cedar Port, TX (CDPRT).</p> <p>Exception 1: If a loaded railcar is received by TGS (inbound move) for the purpose of storage on the TGS and subsequently departs as a load from TGS (outbound move) to the same carrier for which car was originally received inbound by TGS, there will be no charge for the outbound loaded move.</p>	<p>\$130 per railcar containing hazardous materials \$2,500 per railcar containing TIH/PIH hazardous materials.</p> <p>Responsibility: BNSF if interchange occurs between TGS and BNSF.</p> <p>UP if interchange occurs between TGS and UP.</p>

ITEM 100 – Empty Railcars “Order Not Used”

Empty railcars returned unused switching	Item 100
<p>A switch fee will be assessed when an empty railcar is furnished for loading but is not loaded or is refused by the facility.</p> <p><i>Note 1: If a railcar is furnished by a railroad and is not in proper condition for loading, fee will be assessed against the railroad furnishing the railcar or contractual handling of this item supersedes this Tariff.</i></p>	<p>\$300 per railcar</p> <p>Responsibility: Party that released railcar “unused” or Railroad that furnished railcar “unfit for loading”.</p>

ITEM 110 –Release without Billing

Railcars released without proper billing	Item 110
<p>When a railcar is released and removed from the location of release and is subsequently held by the TGS awaiting forwarding instructions (including railcars held due to embargo), a fee will be assessed.</p> <p>This applies to loads or empties.</p> <p><i>Note 1: This fee is in addition to DEMURRAGE charges (see Item 320 Exception 2)</i></p> <p><i>Note 2: If a railcar is subsequently ordered returned to the location of release, an INDUSTRY SETBACK will apply (see Item 240).</i></p>	<p>\$200 per railcar</p> <p>Responsibility: Party releasing railcar</p>

ITEM 115 – Improper Release

Improper release of railcar(s)	Item 115
<p>When the TGS is unable to remove railcar(s) because loading or unloading has not been completed or other reason not attributable to the the TGS, the railcar(s) will remain on DEMURRAGE as if the release had not been instructed and fees will be charged for each improperly released railcar.</p> <p>This applies to loads or empties.</p> <p><i>Note 1: If the placement of railcar(s) cannot be accomplished due to improper release of railcar(s), the railcar(s) attempted/ordered for placement will remain on DEMURRAGE.</i></p> <p><i>Note 2: This includes railcars that cannot be moved until doors, latches, gates & tie-down devices are secured and/or until railcar is safe to move.</i></p>	<p>\$1,200 per railcar (\$2,400 max per occurrence)</p> <p>Responsibility: Party releasing railcar(s)</p>

ITEM 120 – Service Days

Service Days	Item 120
<p>Service of each Customer is subject to change at the discretion of TGS. Please contact customer services listed on page 2 of this tariff for current schedule of service to your facility.</p>	<p>Responsibility: Party served by TGS</p>

ITEM 125 – Special Switching

Service outside normal operating hours	Item 125
<p>The TGS will endeavor to meet all Customer requirements during normal operations.</p> <p>Upon written request to email for customer services listed on page 2 of this tariff (at least twenty-four (24) hours in advance of requirement for special switching service during the week and at least forty-eight (48) hours in advance of requirement for special switching weekend service.</p> <p>TGS will determine ability to perform special switching service.</p> <p>If TGS receives a written request from Customer to furnish necessary locomotive(s) and crew(s) to perform service at other than normal assigned time for a specific location and TGS is accepting and able to perform requested service, this item applies.</p> <p>TGS may refuse or restrict any request for service outside of normal service hours.</p> <p>This applies to loads or empties.</p> <p><i>Note 1: Charges shall be assessed for each service and will be in addition to any other chargeable services performed in connection therewith.</i></p> <p><i>Note 2: See ITEM 120 for Service Days</i></p>	<p>\$550 per hour, or fraction thereof (8hr minimum, or \$4,400.00)</p> <p>Responsibility: Party requesting service</p>

ITEM 200 – Intra-plant Switching

Intra-plant switching	Item 200
<p>An intra-plant switch fee will be assessed if you request TGS to switch specific railcars to specific spots or tracks within the confines of your facility.</p> <p>This applies to loads or empties.</p>	<p>\$300 per railcar</p> <p>Responsibility: Party requesting switch</p>

ITEM 205 – Cherrypick Switching

Cherrypick switching	Item 205
<p>Railcars release from facility or ordered to facility for placement, chosen by specific equipment mark/number, rather than by the operational sequence (commonly referred to as cherrypicking), will receive an additional charge per railcar.</p> <p>Cherrypicking applies to both loads and empties.</p>	<p>\$150 per railcar</p> <p>Responsibility: Party requesting railcar release or ordering railcars for placement.</p>

ITEM 210 – Intra-terminal Switching

Intra-terminal switching	Item 210
<p>An intra-terminal switch fee will be assessed if you request TGS to move a railcar from one track to another track located on the TGS (other than an intra-plant switch) within the switch limits of the same station.</p> <p>This applies to loads or empties.</p> <p>Some examples include:</p> <ul style="list-style-type: none"> • When a Customer requests TGS to return a previously received empty private railcar to interchange without loading the railcar. • A railcar that could not be placed at a Customer's facility and had to be brought back to the yard. • A railcar that requires movement to address an issue with the railcar or a Customer's issue at their facility. • Railcars received for dismantling on the TGS. 	<p>\$400 per railcar</p> <p>Responsibility: Party requesting switch</p>

ITEM 225 – Storage Switching

Into or out of storage & cherrypick switching	Item 225
<p>Railcars switching into or out of storage (moved between storage location and delivery point for TGS served Customers).</p> <p>This applies to loads or empties.</p> <p><i>Note 1: Railcars switched into or out of storage, chosen by specific equipment mark/number, rather than by the operational sequence of storage line entry (commonly referred to as cherrypicking), will receive an additional charge per railcar.</i></p> <p><i>Cherrypicking applies to both loads and empties.</i></p>	<p>\$150 per railcar into storage</p> <p>\$150 per railcar out of storage</p> <p>\$150 per railcar – Note 1</p> <p>Responsibility: Party requesting switch</p>

ITEM 235 – Railroad Setback

Railroad Setback	Item 235
<p>Railcar(s) loaded or empty received by TGS in error from a connecting railroad that is either not consigned to TGS or TGS Customers or is under Embargo or OPSL will be treated as mishandled railcar(s) received in error and a “SETBACK” fee will be charged against the interchanging carrier.</p> <p>This applies to loads or empties.</p> <p><i>Note 1: In the event the same charge is published against TGS in connecting carrier’s tariff, the TGS will assess the amount that is published by the connecting carrier’s tariff.</i></p> <p><i>Note 2: Exception to these fees if contractual handling of this item supersedes this Tariff.</i></p>	<p>\$450 per railcar (except railcars containing or last containing hazardous TIH/PIH)</p> <p>\$2,500 per railcar containing or last containing hazardous TIH/PIH</p> <p>Responsibility: Carrier that delivered railcar in error to the TGS</p>

ITEM 240 – Industry Setback

Industry Setback	Item 240
<p>An industry setback fee will be assessed in each direction for railcar(s) that are requested by Customer for TGS to return a previously released railcar(s) to Customer.</p> <p>This applies to loads or empties.</p> <p><i>Note 1: In the event Item 110 applies, charges in this Item will apply in one direction (return direction) as the penalty in Item 110 applies on the release direction.</i></p>	<p>\$200 per railcar</p> <p>Responsibility: Party requesting return of railcar</p>

ITEM 245 – Stop in Transit

Stop in transit switching	Item 245
<p>Railcar(s) that are set out at any point on the TGS for a Customer requested purpose.</p> <p>This applies to loads or empties.</p>	<p>\$200 per railcar</p> <p>Responsibility: Party requesting set out service</p>

ITEM 255 – Turning of Railcars and Locomotives

Turn charge	Item 255
<p>When a Customer requests TGS to turn a railcar, a turning charge will apply.</p> <p>This applies to loads or empties.</p> <p>When locomotive power requires turning or positioning so that locomotive may be interchanged or moved through yard limits.</p>	<p>\$400 per railcar</p> <p>Responsibility: Party requesting service</p> <p>\$3,500 per locomotive</p> <p>Responsibility: Party requesting service</p>

ITEM 260 – Additional Handling for Connection Railroad

Additional services for connecting railroad	Item 260
<p>If TGS is requested by connecting railroad to furnish necessary locomotive(s) and/or crew(s) to perform services outside any other normal interchange services. Services include, but are not limited to, removal, rotation and/or addition of railcar(s) and/or locomotive(s). TGS will determine ability to perform special switching service.</p> <p>Upon written request to email for customer services listed on page 2 of this tariff (at least twenty-four (24) hours in advance of requirement for special switching service during the week and at least forty-eight (48) hours in advance of requirement for special switching weekend service.</p> <p>TGS may refuse or restrict any request for service outside of normal service hours.</p>	<p>\$550 per hour, or fraction thereof (8hr minimum, or \$4,400.00)</p> <p>Responsibility: Party requesting service</p>

ITEM 270 – Special Train

Special Train Service	Item 270
<p>Special freight train service is defined as a train that is operated on an expedited schedule or under special service or transportation requirements specified by Customer at a charge in addition to the applicable freight charges. Upon received request from Customer via email to Customer Service at email address found on page 2 of this tariff and at the acceptance and convenience of TGS, special train service may be provided.</p> <p><i>Note 1: Charges shall be assessed for each service and will be in addition to any other chargeable services performed in connection therewith.</i></p>	<p>\$400 per hour, or fraction thereof (8 hr minimum or \$3,200)</p> <p>Responsibility: Party requesting service</p>

ITEM 275 – Bill of Lading Change or Cancellation

BOL Changes/Cancel	Item 275
<p>If a Bill of Lading or Waybill is received by TGS and is subsequently changed or cancelled, but such change does not affect the movement of the railcar(s), a charge for each Bill of Lading will apply in addition to other application charges.</p> <p><i>Note 1: Changes/Cancellations will only be accepted from authorized representatives (Example: Shipper, Consignee, Payer of Freight).</i></p> <p><i>Note 2: Charges are in addition to any/all other charges associated with each railcar.</i></p>	<p>\$150 per railcar</p> <p>Responsibility: Party requesting change/cancellation</p>

ITEM 280 – Diversions

Diversions/Reconsignment	Item 280
<p>When a Customer needs to make a change or cancellation to a Bill of Lading or Waybill that affects the delivery of the railcar(s). All requests must be made to TGS in writing via email addresses found on page 2 of this tariff.</p> <p><i>Note 1: Diversions will only be accepted from authorized representatives (Example: Shipper, Consignee, Payer of Freight).</i></p> <p><i>Note 2: TGS will not accept diversion request after railcar has been interchanged to a connecting carrier, placed at TGS served facility or railcar is already blocked for movement. TGS reserves the right to reject any request for diversion.</i></p> <p><i>Note 3: TGS will not be held responsible for executing a diversion request on a specified day or time of day. TGS will not be held responsible for increased charges when the diversion is or is not accomplished.</i></p> <p><i>Note 4: Diversion charges are in addition to any/all other charges associated with each railcar.</i></p>	<p>\$300 per railcar</p> <p>Responsibility: Party requesting diversion/reconsignment</p>

ITEM 285 – Locomotive Switching

Locomotives, dead, on own wheels	Item 285
<p>Each time TGS moves a locomotive, dead on own wheels, a switch charge will be assessed.</p>	<p>\$800 per locomotive</p> <p>Responsibility: Party requesting locomotive move</p>

ITEM 290 – Blocking Services

Blocking Services	Item 290
<p>With the concurrence of the TGS, railcar blocking services may be secured for a charge.</p>	<p>\$40 per railcar</p> <p>Responsibility: Connecting Railroad requesting service</p>

ITEM 295 – Mechanical Services

Mechanical Services	Item 295
<p>Railcars received by TGS with open doors, hatches, gates, caps or appliances that require securement. A fee per occurrence will be charged.</p> <p>Class 1 air test services can be performed. A fee per air test will be charged.</p>	<p>\$50 per securement occurrence</p> <p>Responsibility: TGS Served Customer</p> <p>\$350 per air test performed</p> <p>Responsibility: Carrier requesting service</p>

ITEM 299 – Interchange Delay Services

Mechanical Services	Item 299
<p>Railcars offered and holding at interchange 12 hours after expiration of interchange window.</p> <p>Each railcar will be assessed a recurring charge every 12 hours after release.</p> <p><i>Exception 1: Railcars in Unit trains will be assessed a recurring charge every 18 hours after release.</i></p>	<p>\$175 per railcar</p> <p>Responsibility: Carrier causing interchange delay</p>

ITEM 300 – General Application of Demurrage and Storage

Demurrage is a charge for detaining a railcar. Railroads charge demurrage as an incentive for Customers to load and unload railcars promptly, to prevent congestion in railroad terminals caused by idle railcars, and ultimately to improve the utilization of a valuable asset.

Storage is a charge for holding excess railcars under contract or agreement with zero rated carhire. If cars are stored on the TGS and a contract or agreement is not in place or is no longer applicable, tariff charges will apply.

This publication takes precedence over any other domestic, interstate, intrastate, export or import publication, containing rules, regulations and charges on demurrage and storage for the account of TGS, and will be applied by TGS to the receiving party served by TGS and the receiving party will be responsible for payment of such charges.

*Note 1: Charges **will apply** on the effective date of this tariff against all railcars on the TGS.*

*Note 2: Charges **will not apply** against private railcars while held on private tracks.*

ITEM 305 – Notification to Customer

Email notification of railcars held on TGS under constructive placement will be furnished to the email address or addresses provided by the receiving party served by the TGS. Notification sent to email address provided will be considered as having been received. Should TGS receive a failure to deliver message due to any reason attributable to the receiver, such as invalid email address, notice will be considered to have been given on any Constructive Placement notice attempted to deliver.

Constructive placement notification occurs when due to any condition attributable to the receiving party served by the TGS which prevents TGS from making actual placement.

Actual placement of railcar(s) upon tracks of receiving party served by TGS will constitute notice.

All dates and times of constructive and actual placement by the train crew's record will govern the chargeable time as described in this tariff. The receiving party served by TGS must review and report discrepancies between receiving party's inventory and TGS reported inventory within twenty-four (24) hours of discrepancy to the TGS Customer Service email address found on page 2 of this tariff. If communication is not received within twenty-four (24) hours, the train crew's record will govern for application of charges. For daily TGS inventory report, please make request to Customer service email address on page 2 of this tariff.

ITEM 310 – Notification to TGS

The TGS will accept forwarding instructions, empty release information, or other disposition twenty-four (24) hours via EDI and via TGS Webtool (ARMS).

Forwarding instructions, empty release or other disposition that is requested via email is subject to charges listed in publication TGS 9000.

Note 1: Demurrage Charges will continue to accrue to the origin industry even when railcars are released to a Third-Party, until the time billing is received by TGS from the Third-Party (see Item 110).

Note 2: It is the origin industry's responsibility to ensure information is received by all railroads, including TGS. Charges for railcars released without proper billing are subject to Item 110.

Note 3: A charge will be assessed on railcars released prior to being fully unloaded or loaded (see Item 115).

ITEM 315 – Free Time

Chargeable days are defined as days that follow the expiration of Free Time. Free time will be allowed for each railcar as follows:

Railcars held for unloading	Forty-eight (48) hours
Railcars held for loading	Twenty-four (24) hours

Free time will be computed from the first 12:01 AM after placement or constructive placement, or after notification has been sent or given where required. For the purpose of computing free time holidays will be excluded.

Note 1: No free time will be allowed on Heavy Duty railcars, including TTX, QTTX, KRL, LNAC, and ALT marked railcars with load limits in excess of 200,000 lbs.; or on any commercial, rail-controlled railcar with a load limit in excess of 240,000 lbs.

Note 2: No free time will be allowed on railcars held for purposes other than loading or unloading or for any other purpose for which TGS is waiting on disposition.

Note 3: No free time will be allowed for cars held if Items 360, 365 or 370 apply.

ITEM 320 – Demurrage Charges

Demurrage charges	Item 320
<p>On railcars subject to demurrage charges, after the expiration of free time allowed (see Item 315), a charge per day, or fraction thereof, will be assessed against each railcar until the railcar is released (subject to Exceptions 1, 2, 3, 4 and 5 below).</p> <p>Charges will accrue on all holidays subsequent to the first chargeable day.</p> <p>If the carhire cost to the TGS is greater than the demurrage charges, the actual carhire cost plus fifteen percent (+15%) will be assessed to the demurrage responsible party.</p> <p><i>Exception 1: \$90 per railcar, per day on refrigerated railcars.</i></p> <p><i>Exception 2: \$250 per railcar, per day on railcars held without proper billing (see Item 110 for other charges).</i></p> <p><i>Exception 3: Railcars containing commodities designated as hazardous materials, substances or waste as described in HAZARDOUS MATERIALS REGULATIONS of the U.S. Department of Transportation in 49 CFR or successor thereof, including railcars containing commodities designated as toxic/poison inhalation hazard (TIH/PIH) and Division 1.1 and 1.2 explosives (see Items 360 and 365).</i></p> <p><i>Exception 4: \$250 per railcar, per day on all TTX, QTTX, KRL, LNAC and APT marked railcars with load limits in excess of 200,000 lbs.; and any commercial, rail-controlled railcars with a load limit in excess of 240,000 lbs.</i></p>	<p>\$75 per railcar, per day</p> <p>See exceptions for more pricing.</p> <p>Responsibility: Party served by the TGS</p>

ITEM 325 – Demurrage Computation

Chargeable days calculated by subtracting Credit Days from Debit Days. At the end of each month, Chargeable days are calculated for each Customer accordingly.

Exception 1: If any of Items 360, 365 and 370 are applicable, this Item will not apply.

RAILCARS HELD FOR LOADING OR UNLOADING

Private railcars that are held on TGS under constructive placement are subject to demurrage provisions and charges in this Tariff.

Railcars (other than private railcars) that are held on TGS under constructive placement and while on private tracks are subject to demurrage provisions and charges in this Tariff.

COMPUTATION

1. Constructive Placement Time will apply from first 12:01 AM after constructive placement (CP) until actual placement (AP).
2. Industry Time will apply from first 12:01 AM after AP until release.
3. Demurrage will apply on Railroad-Owned and/or Railroad-Controlled railcars from first 12:01 AM after CP until release from AP on private track.
4. Demurrage will apply on Private railcars from first 12:01 AM after CP until AP to private track.

Note 1: On reloaded railcars, demurrage will apply from the first 12:01 AM after advice is received that the railcars is empty until the railcar is released as a load; if advise that a railcar is empty is not furnished, demurrage will continue until railcar is release as load.

RAILCARS HELD FOR PURPOSES OTHER THAN LOADING OR UNLOADING

All railcars that are held on TGS while awaiting disposition from the Customer or in connection with a diversion request, or for any other purpose not attributable to the TGS are subject to demurrage provisions and charges in this Tariff.

COMPUTATION

1. Constructive Placement Time will apply from first 12:01 AM after CP until AP or receipt of disposition advice is received on:
 - a. Railcars diverted, refused, reshipped or stopped in transit.
 - b. Empty railcars ordered, CP for loading, and not used in transportation service (other than a rejected railcar unfit for loading as referred to in Item 100).
 - c. Railcars waiting on payment of accrued charges.
 - d. Railcars held for other purposes which is not attributable to TGS.
 - e. Railcars with excessive lading held for reduction (see TGS 9000).
2. Industry Time will apply from first 12:01 AM after received by TGS until date and time of disposition on:
 - a. Railcars received from connection railroad.
 - b. Private railcars returned to TGS railroad tracks.
3. Industry Time will apply from first 12:01 AM after AP until disposition advice is received on:
 - a. Railcars reshipped.
 - b. Empty railcars AP for loading, and not used in transportation service (see Item 100).
 - c. Railcars held for any other purpose which is not attributable to the TGS.
4. Demurrage will apply on the following from the first 12:01 AM:
 - a. Demurrage will apply on railroad owned/controlled railcars from first 12:01 AM after CP until disposition of refused railcar(s). Constructive Placement Time and Industry Time (combined and continuous).
 - b. Demurrage will apply on private railcars from first 12:01 AM after CP until AP or disposition of refused railcars(s).

ITEM 330 – Demurrage Invoicing (Straight Plan)

Settlement of charges will be made on a calendar month basis on all railcars released during the calendar month. Demurrage charges will be assessed against the Customer at the facility/location served by TGS and they will be responsible for such.

Exception 1: If any of Items 360, 365 and 370 are applicable, this Item will not apply.

INVOICES

Demurrage Days accrued will be calculated separately by the following transactions:

1. Railcars held for loading
2. Railcars held for unloading
3. Private railcars held on railroad tracks
4. Railcars held for purposes other than loading or unloading
5. Refrigerated Railcars
6. Heavy Duty and Commercial Heavy loading of 200,000 loading or more.

Note 1: Excess credits on one railcar cannot be used to offset demurrage days on another railcar.

Note 2: Excess Credits earned under Special Demurrage Contracts or Agreements cannot be used to offset demurrage calculated per Tariff.

CALCULATION OF CHARGES

The tariff or special agreement applied will be that in effect when the railcar is released.

1. Determine the total number of Chargeable Demurrage Days (debits) for each railcars.
2. Determine the total number of Credits for each railcar.
3. If total credits exceed total debits on a single railcar, demurrage charges will not be assessed that railcar.
4. If total debits exceed the total credits on a single railcar, demurrage charges will be assessed against that railcar.

Note 1: The TGS will not allow relief on demurrage days for a railcar that has been constructively placed from the order-in date until the car is actually placed.

Note 2: Adjustments must be handled through the invoice claim provisions set forth in TGS 9000.

ITEM 335 – Holidays

Whenever reference is made to “holidays”, it shall mean only the days listed below:

New Year's Day – January 1st (*)
Memorial Day – Last Monday of May
Independence Day – July 4th (*)
Labor Day – First Monday of September
Thanksgiving Day – Fourth Thursday of November
Christmas Eve Day - December 24th (*)
Christmas Day – December 25th (*)
New Year's Eve Day – December 31st (*)

Note 1 – When this date () occurs on a Sunday, the following Monday will be observed as the holiday.*

ITEM 360 – Hazardous Railcars (Other than TIH/PIH)

Charges for Hazardous Railcars (Not TIH/PIH)	Item 360
<p>Settlement of charges is monthly for all railcars in storage for the previous month. In the absence of an active Agreement, storage will be assessed per this Tariff.</p> <p>SUBJECT TO TARIFF BOE 6000 (HAZARDOUS MATERIALS REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION)</p> <p>Immediately following the arrival of railcars on TGS, the railcar(s) will be considered in constructive placement (PCON/CP) or storage for each day or fraction thereof that the railcar is held on TGS railroad and continue until railcar(s) are released with proper forwarding instructions.</p> <p>Note 1: The charges in this Item are immediate, there will be no Free Time or Holiday Time.</p> <p>Note 2: This Item applies on loaded and residue empties containing Explosives or Hazardous Materials that is held on railroad-controlled tracks, including Team Tracks.</p> <p>Note 3: Explosives are defined as Class A, B and C Explosives as named in Tariff Bureau of Explosives (BOE 6000-Series).</p> <p>In addition to the charges in this Item, Customer shall indemnify the TGS railroad against any and all governmental fines which may be assessed for the holding of railcars on railroad controlled tracks and the Customer shall be liable for any loss, damage or delay to railcar or lading caused by an Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the shipper/loader, owner or consignee/receiver, or from any cause whatsoever occurring while the railcar and lading is in the actual physical custody and control of the TGS. Customer will be responsible for any cost incurred by TGS for providing protection or surveillance provided in this Item while held on TGS controlled tracks.</p>	<p>\$75 per railcar, per day</p> <p>Hazardous railcars are not allowed on TGS without signed Agreement.</p> <p>Regardless of if railcar lease agreement is terminated or transferred and regardless of if storage or lease agreement is expired or cancelled, the responsibility of charges will only cease once new Agreement is in place for the railcars under new contract with new responsible party.</p> <p>Responsibility: Customer responsible for the railcars</p>

ITEM 365 – Toxic/Poison Hazardous Railcars (TIH/PIH)

Charges for Hazardous Railcars (TIH/PIH)	Item 365
<p>SPOT ON ARRIVAL: Loaded railcars and residue empty railcars containing Toxic Inhalation Hazard (TIH) or Poisonous Inhalation Hazard (PIH), as defined in AAR Circular No. OT-55, as amended from time to time, must be spot on arrival. In the event a railcar cannot be actually placed (AP) on Customer controlled tracks or facility upon arrival and the railcar must be held by TGS in constructive placement (CP), a charge per railcar per day, or fraction thereof, will be assessed until the railcar is AP.</p> <p>In the event TGS is requested to move a loaded railcar or residue empty railcar containing Toxic Inhalation Hazard (TIH) or Poisonous Inhalation Hazard (PIH), as defined in AAR Circular No. OT-55, as amended from time to time, from an industry or team track and the Customer requesting the move has not provided proper forwarding instructions and such railcar is moved by TGS to a railroad track, and is held awaiting proper forwarding instructions, a charge per railcar per day, or fraction thereof, will be assessed until proper forwarding instructions are received.</p> <p>Note 1: The charges in this Item are immediate, there will be no Free Time or Holiday Time.</p> <p>The TGS reserves the right to reject railcars at interchange if the Customer orders more railcars than can be AP at the Customer's facility.</p> <p>In addition to the charges in this Item, Customer shall indemnify the TGS railroad against any and all governmental fines which may be assessed for the holding of railcars on railroad controlled tracks and the Customer shall be liable for any loss, damage or delay to railcar or lading caused by an Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the shipper/loader, owner or consignee/receiver, or from any cause whatsoever which occurs while the railcar and lading is in the actual physical custody and control of the TGS. Customer will be responsible for any cost incurred by TGS for providing protection or surveillance of any commodity provided in this Item while held on TGS controlled tracks.</p>	<p>\$2,500 per railcar, per day</p> <p>Hazardous railcars are not allowed on TGS without signed Agreement.</p> <p>Responsibility: Customer responsible for the railcars</p>

ITEM 370 – Storage Charges

Storage charges	Item 370
<p>Settlement of charges is monthly for all railcars in storage for the previous month.</p> <p><i>Exception 1: If either of Items 360 or 365 are applicable, this Item will not apply.</i></p> <p>In the absence of an active Agreement, storage will be assessed per this Tariff.</p> <p>Immediately following the arrival of railcars on TGS, the railcar(s) will be considered in storage for each day or fraction thereof that the railcar is held on TGS railroad and continue until railcar(s) are released with proper forwarding instructions.</p> <p><i>Note 1: The charges in this Item are immediate, there will be no Free Time or Holiday Time</i></p>	<p>\$50 per railcar, per day</p> <p>Regardless of if railcar lease agreement is terminated or transferred and regardless of if storage or lease agreement is expired or cancelled, the responsibility of charges will only cease once new Agreement is in place for the railcars under new contract with new responsible party.</p> <p>Responsibility: Customer responsible for railcars.</p>