

**ANGELINA & NECHES RIVER RAILROAD
COMPANY**



FREIGHT TARIFF ANR 8100-A

(For cancellations, see Item 1, this tariff)

**CONTAINING
SWITCHING, STORAGE
AND
MISCELLANEOUS RULES AND CHARGES
ALSO
CAR DEMURRAGE RULES AND CHARGES
APPLYING AT ALL POINTS SERVED BY
ANGELINA & NECHES RIVER RAILROAD COMPANY**

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

ISSUED: NOVEMBER 1, 2022

EFFECTIVE: JANUARY 1, 2023

ISSUED BY

**Angelina & Neches River Railroad Company
P. O. Box 1328
Lufkin, TX 75902-1328**

CHECK SHEET FOR PAGE REVISIONS

Except as otherwise provided, Title Page and pages 1 through 22, inclusive, are effective as of the Effective Date shown below. Original and revised pages as named below contain all the changes.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
TITLE	Original						
Check Sheet	Original						
Revised Pages	Original						
3	Original						
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For explanation of abbreviations and reference marks not explained herein, see Item 9999, this tariff.

LIST OF PAGE REVISIONS

Below is a list of new or revised pages containing changes effective as of the Effective date shown below.

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ITEM 1

CANCELLATION NOTICE

Freight Tariff ANR 8100-A cancels Freight Tariff ANR 8100. Provisions formerly shown in Freight Tariff ANR 8100 and not brought forward in Freight Tariff ANR 8100-A are hereby canceled.

**RULES AND OTHER GOVERNING PROVISIONS
RULES AND REGULATIONS - GENERAL**

ITEM 5

REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC

1. Where reference is made in this tariff to tariffs, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such tariffs and reissues of such items, notes, rules, etc.
2. Where reference is made in this tariff to another tariff by number, such reference applies also to such tariff to the extent it may be applicable on intrastate traffic or traffic to or from Canada.

ITEM 10

CONSECUTIVE NUMBERS

1. Where consecutive numbers are represented in this tariff by the first and last numbers connected by the word "to" or a hyphen they will be understood to include both of the numbers shown.
2. If the first number only bears a reference mark such reference mark also applies to the last number shown and to all numbers between the first and last numbers.

ITEM 15

CANCELLATION OF ORIGINAL AND REVISED PAGES

When this tariff is amended by revised pages, the cancellation of prior pages, will be affected by means of this rule. A revised page will not show a cancellation notice except when a cancellation notice is necessary because of suspension, rejection, or other reasons. Revisions of each page will be published and filed in numerical sequence.

For Example: "1st Revised Page 6" will have the effect of canceling Original Page 6; "2nd Revised page 20.1" will have the effect of canceling 1st Revised page 20.1; and, 1st Revised page 20.1 will have the effect of canceling Original page 20.1.

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

ITEM 20

DEFINITION OF TERMS

Except as otherwise provided, the following are defined and will govern:

ACTUAL PLACEMENT: The time at which a car is placed in an accessible position for loading or unloading or at a point designated by the consignor or consignee.

CONSIGNEE: The party to whom a shipment is consigned or the party entitled to receive the shipment, or party actually receiving the shipment. For the purpose of Section 3, this tariff, Consignee includes any person receiving railcars from the ANR for unloading as more specifically provided for in 49 CFR 1333.

CONSIGNOR: The party in whose name cars are ordered or the party who furnishes forwarding directions. For the purpose of Section 3, this tariff, Consignor includes any person receiving railcars from the ANR for loading as more specifically provided for in 49 CFR 1333.

CONSTRUCTIVE PLACEMENT: When a car cannot be actually placed because of a condition attributable to the consignee or consignor, such car will be held on available track and notice will be given to the consignee or consignor that the car is held on constructive placement awaiting disposition instructions. Such cars which have been placed on private or other than public delivery tracks including lead tracks serving the consignee or consignor will be considered constructively placed without notice.

DEMURRAGE DAY: A twenty-four (24) hour period, or part thereof, that commences at the first 0700 hours after tender.

DISPOSITION: Information, including forwarding instructions or release, which allows the railroad to either tender or release the car from the consignor's or consignee's account.

DIVERSION: An order from the consignor to deliver car to other than original destination, said order being received before the car is delivered to its original destination.

EMPTY CARS ORDERED AND NOT USED: Empty cars ordered and placed for loading, but not used in transportation service.

EMPTY RELEASE INFORMATION: Advice by consignee given to authorized personnel of this line that car is unloaded and available to this line. Information given must include identity of consignee and party furnishing release information, car initial and number, and date and time of release. Date and time of release cannot be earlier than the date and time advice is given.

FORWARDING INSTRUCTIONS: Shipping instructions given to ANR at the point of loading containing all of the necessary information to transport the shipment to the final destination.

HOLIDAYS: Holidays mean only the days listed below:

- New Year's Day – January 1 (See Note)
- Washington's Birthday – Third Monday of February
- Memorial Day – Last Monday of May
- Independence Day – July 4 (See Note)
- Labor Day – First Monday of September
- Thanksgiving Day – Fourth Thursday of November
- Friday After Thanksgiving Day
- Christmas Day – December 25 (See Note)

NOTE: When this date occurs on a Sunday, the following Monday will be observed as the holiday.

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

ITEM 20 (Cont'd)

DEFINITION OF TERMS

For the purpose of applying provisions of this tariff, the following are defined and will govern:

INDUSTRIAL TRACK: A track serving a particular industry whether located upon the property of this line or upon property owned or leased by the industry.

INTERLINE TRAFFIC: Shipments of road-haul traffic moving over two or more railroad lines.

INTRA-PLANT SWITCHING: A switching movement from one track to another track within the same plant or industry or from one location to another location on the same track within the confines of an industry.

INTRA-TERMINAL SWITCHING: A switching movement (other than intra-plant switching) from one track to another track of the same carrier within the switching limits of one station or industrial switching district.

LEASE TRACK: Any trackage of this railroad leased to a user through written lease agreement. Lease track will be treated the same as private track.

LOADING: The complete or partial loading of a car in conformity with AAR loading and clearance rules and the furnishing of forwarding instructions.

LOCAL SERVICE: A movement of traffic originating at one point and destined to another point on the ANR.

LOADED CAR: A car that is completely or partially loaded.

NOTIFICATION: Except as otherwise provided, notification, when required, will be furnished by fax or electronically to all parties entitled to receive notification.

PARTIAL UNLOADING: The partial unloading of a car and the furnishing of forwarding instructions.

PRIVATE CAR: A car bearing other than railroad reporting marks and which is not a railroad-controlled car.

PRIVATE TRACK: Any trackage which is not owned or leased by the railroad.

RAILROAD-CONTROLLED CAR: A car bearing other than ANR reporting marks provided to this railroad directly by the car companies or others for use by this railroad in serving any of its customers.

RECONSIGNMENT: An order from the consignor to bill a car other than to the original consignee.

REJECTED LOADED CAR: When the original loaded car is rejected at destination without being unloaded.

RELOADING: When a car is held for loading after being released as an empty.

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

ITEM 20 (Cont'd)

DEFINITION OF TERMS

For the purpose of applying provisions of this tariff, the following are defined and will govern:

RESHIPMENT: A new document by which the entire original shipment is forwarded in the same car to another destination.

ROAD-HAUL TRAFFIC: Traffic received from or moved to a point outside of the switching limits of the same station.

STOPPED-IN-TRANSIT: When cars are held enroute because of any condition attributable to the consignor, consignee or owner.

SWITCHING LIMITS OF THE ANGELINA & NECHES RIVER RAILROAD (ANR): The switching limits of the ANR include all warehouses, industries, and wharves located on its line.

TEAM TRACK: A track or tracks assigned by this railroad for use of the general public.

TENDER: The notification, actual or constructive placement, of a railcar.

TIME: Local time is applicable, expressed on the basis of the 24-hour clock. Example: 12:01 A.M. is expressed as 0001 hours.

UNLOADING: The complete unloading of a car includes removal of dunnage, pallets, bracing, etc., and advice received from consignee that the car is empty and available to the railroad.

ITEM 25

LIMITED LIABILITY

Liability for loss or damage or delay to shipments transported by ANR is limited to \$10,000.00 per loaded car. If full liability for each car is desired, an additional charge of \$750.00 per loaded car will be assessed. When full liability is required, it must be so indicated on Bill of Lading.

ANR shall not be liable for any loss, damage or injury caused by an act of God, the public enemy, act of the Customer, a public authority, or inherent vice or nature of the goods. ANR shall not be liable for any loss, damage or injury due to improper loading.

ITEM 35

PAYMENT AND CREDIT TERMS

All payments are due and payable within fifteen (15) days following invoice date.

When for reason other than ANR error, consignor/consignee fails to pay ANR for assessed charges; ANR may assess an additional charge equal to the greater of an amount not to exceed one and one-half percent (1 1/2 %) per month of the unpaid charge or the highest rate allowed by law.

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

ITEM 40

SECURITY DEPOSITS AND ESTABLISHING CREDIT

A security deposit to insure payment of demurrage, storage and other charges that may accrue will be required from every customer who:

1. Is not on the railroad's credit list or
2. Fails to pay freight, demurrage, storage, and other charges after specific written demand referring to this tariff provision.

The deposit must be paid in cash, certified check, cashier's check or money order before any freight car is delivered to such customer for loading and unloading. A deposit on one unit of equipment will not be transferable to another.

The deposit for each car shall be in the minimum amount of \$300.00 or up to the maximum amount of demurrage, storage and other charges that accrued on any one car during the preceding 12 months.

However, in the case of a customer receiving multiple carloads for loading or unloading, the total amount required to be deposited shall not exceed the higher of the following two numbers:

- (a) \$2,000.00
- (b) Or the amount of existing past due demurrage, storage and other charges accrued by the customer, plus \$500.00.

The deposit will be refunded after payment has been received for demurrage, storage and other charges on the corresponding equipment, should such charges have been incurred. The customer's request for such refund must be made in writing to the office of the president of the railroad. If no refund request is received by that designated office within thirty (30) days after the equipment is released, the railroad will refund the remainder of the deposit to the customer after deducting any unpaid demurrage, storage and other charges on that shipment.

Deposits will no longer be required after the customer either:

1. Is placed on the railroad's credit list, or
2. Has paid all outstanding charges, and has given assurance to the satisfaction of the railroad's credit officer that future charges will be paid within credit period of 15 consecutive days from the date on the bill.

ITEM 45

HOURS OF OPERATION

The normal operating hours of the ANR are 8:00 AM to 5:00 PM Monday through Friday, Except Holidays (See Item 20).

Switching services are available for other than normal hours of operation at charges published in Item 100 of this tariff.

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**SECTION 1
MISCELLANEOUS RULES AND REGULATIONS**

ITEM 100 ♦
[C]

**SPECIAL FREIGHT TRAIN
AND
SWITCHING SERVICE**

Special Train and Switching Service is the movement of a train or switching in other than normal service (1) at the specific request of the shipper or consignee, (2) as may be required due to shipments of excessive dimensions, weight, high center of gravity or other conditions outside normal train operations, or (3) as deemed necessary by this railroad for safe movement, requiring this railroad to furnish a locomotive and train crew consisting of engineer and conductor for the sole purpose of accommodating subject movement.

A. Applies during normal hours of operation (See Item 45):

The charge for special freight train or switching service provided during normal hours of operation will be \$2,000.00, plus \$250.00 per hour (minimum 4 hours) but not exceeding 8 hours, per occurrence, and will be in addition to all other charges associated with the movement.

B. Applies (1) during Holidays (See Item 20) and (2) outside of normal hours of operation (See Item 45):

The charge for special freight train or switching service provided outside of normal hours of operation will be \$3,000.00, plus \$375.00 per hour (minimum 4 hours) but not exceeding 12 hours, per occurrence, and will be in addition to all other charges associated with the movement.

Above charges to be calculated from the time the crew and locomotive report for Special Service until the return of crew and locomotive to starting point.

(The ANR reserves the right to restrict or modify any request for special freight train or switching service.)

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**SECTION 1
MISCELLANEOUS RULES AND REGULATIONS**

ITEM 105

CARS ORDERED BY CUSTOMER BUT NOT USED

When a car is billed and/or ordered in by the customer for loading but the customer does not load the car and the car is in the proper condition for loading, a charge of \$250.00 per car will be assessed against the customer ordering the car. This charge will be made in one direction only. This charge also applies to private empty cars being returned to home shop.

ITEM 110

IMPROPER CARS FURNISHED FOR LOADING BY CONNECTING LINES

When cars ordered by industries for loading are refused on account of not being in proper condition to load, a charge of \$375.00 per car will be assessed against the railroad furnishing the car.

ITEM 115

OVERLOADED EQUIPMENT

Cars originating on the ANR that are found to be overloaded or improperly loaded will be returned to the plant/industry or a point on nearest available track for adjusting load to meet loading requirement for safe transportation. It will be the responsibility of the shipper or owner to adjust load. A charge of \$250.00 per car will be assessed for returning car to plant/industry on ANR's line or placing car on nearest available track for adjustment of load. Applicable storage/demurrage charges will continue until car is properly loaded and released for transportation.

On cars received from a connecting line that are found to be overloaded or improperly loaded, shipper and delivery carrier will be notified to adjust the load to meet loading requirement for safe transportation. If the overload is discovered at the junction and car is ordered returned the delivering carrier, the charge in Item 175 will be assessed.

ITEM 120 ♦

[C]

TURNING OF A RAILCAR OR LOCOMOTIVES TO PERMIT LOADING OR UNLOADING

The charge for turning a railcar will be \$550.00.

The cars will remain on continuous demurrage transaction beginning with the date and time of initial placement and notification by ANR.

Turning of locomotives with or without a pilot is \$1,000.00 per unit. [A]

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**SECTION 1
MISCELLANEOUS RULES AND REGULATIONS**

ITEM 125 ♦
[C]

RE-SPOTTING (SET-BACK) CHARGE

A charge of \$550.00 per car per occurrence will be assessed consignor or consignee on cars that have been placed for loading or unloading, released and pulled prior to being completely loaded or unloaded; and, subsequently re-spotted (set-back) in order to complete loading or unloading.

Such cars will remain on continuous demurrage beginning with the date and time of initial placement and notification by ANR.

ITEM 130
[C]

**CARS RECEIVED IN INTERCHANGE WITHOUT PROPER FORWARDING
OR BILLING INSTRUCTIONS**

The ANR will assess delivering carrier a charge of ♦\$550.00 per car on all cars interchanged to the ANR without proper forwarding or billing instructions.

When instructions are not received within twenty-four (24) hours from time of receipt of car, a hold charge of \$75.00 per car will be assessed delivery carrier thereafter for each twenty-four (24) hours or fraction thereof until such instructions or billing is received.

ITEM 135
[C]

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

The ANR will assess customer a charge of ♦\$400.00 per car for cars released to the ANR without proper billing or disposition instructions. Applicable storage/demurrage charges will continue until billing has been received.

ITEM 140

EMPTY OR LOADED CARS RELEASED - NOT AVAILABLE TO PULL

When a loaded or empty car is released and ANR determines upon arrival that the equipment cannot be pulled by the railroad due to conditions or circumstances attributable to the consignor, consignee, Care-of-party, or unloader, a charge of \$500.00 will be assessed in addition to all other applicable charges.

ITEM 145

MILEAGE ON RAILCARS

The ANR is not a party to FT RIC 6007-series and does not pay mileage.

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**SECTION 1
MISCELLANEOUS RULES AND REGULATIONS**

ITEM 150

OPENING AND CLOSING DOORS

Loaded cars will not be moved unless all doors, hatches, gates and tie down devices are secured. On loaded or empty cars, when it becomes necessary for ANR to close or open doors, hatches, gates or tie down devices, a charge of \$250.00 per car will be assessed against the online customer of record.

ITEM 160

ERROR DELIVERY CARS

Cars received by the ANR in error from delivering carrier will be returned to delivering carrier at a charge of \$300.00 per car. Charge will be assessed against delivering carrier.

ITEM 165

DIVERSION/RECONSIGNMENT

The charge for Diversion or Re-consignment will be \$300.00.

ITEM 170

DIMENSIONAL AND/OR HEAVY LOADS

Rates for any one or more of the following conditions must be on an individual shipment basis arranged with ANR prior to shipment from or arrival to ANR:

Car having a capacity exceeding 263,000 lbs gross weight. (High capacity cars may be handled, subject to maximum gross weight of 263,000 lbs.)

Clearance/Dimensional shipments with heights exceeding 15', width exceeding 11'6", or weight restrictions or any single piece exceeding 75,000 lbs. (reference to publication "Railway Line Clearance" current Vol. 208 and subsequent issues).

All cars of AAR Car Types FA, FC, FCA, FD, FMS, FW, LF, LG and LS.

ITEM 175

**DIMENSIONAL SHIPMENTS AND SHIPMENTS
EXCEEDING 263,000 LBS.**

The ANR will not accept in interchange shipments of excessive dimensions, nor shipments exceeding 263,000 lbs. gross weight (car and lading) without prior arrangements having been made (See Item 170).

A charge of \$500.00 per car will be assessed to the delivering carrier for the return and/or setback of such cars interchanged to the ANR.

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**SECTION 1
MISCELLANEOUS RULES AND REGULATIONS**

ITEM 180

CHARGE FOR HEAVY DUTY FLAT CARS

When heavy-duty flat cars as defined in the Heavy Capacity And Special Type Flat Cars Section of The Official Railway Equipment Register are used on shipments originating or terminating on the ANR, the following charges will be assessed:

USE CHARGE

\$2,000.00 per car movement.

SPECIAL DETENTION CHARGES

When cars are held beyond the Free Time permitted in Item 335, this tariff, a charge of \$500.00 per car, per day or fraction of a day will be assessed, and will be assessed and will be in addition to demurrage charges provided in Item 340, this tariff.

NON-USE CHARGE

When car is ordered, placed and released back to the ANR without being used in transportation service, a charge of \$500.00 per car will be assessed and will be in addition to all other applicable charges.

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**SECTION 2
SWITCHING RULES AND REGULATIONS**

ITEM 200

SWITCHING DEFINITIONS

SWITCHING LIMITS OF THE ANGELINA & NECHES RIVER RAILROAD: The switching limits of the ANR include all warehouses, industries, and wharves located on its line.

INTRA-PLANT SWITCHING: A switching movement from one track to another track within the same plant or industry or from one location to another location on the same track within the confines of an industry.

INTRA-TERMINAL SWITCHING: A switching movement (other than intra-plant switching) from one track to another track of the same carrier, within the switching limits of one station or industrial switching district.

ITEM 210 ♦

INTRA-PLANT AND INTRA-TERMINAL SWITCHING CHARGES

INTRA-PLANT SWITCHING: For the movement of loaded or empty cars, the charge will be \$250.00 per car.

INTRA-TERMINAL SWITCHING: : For the movement of loaded or empty cars the charge will be \$450.00 per car.

ITEM 220

STAND-BY SWITCHING SERVICE

When the ANR locomotive and operating crew are held at the request of an industry or shippers agent, or when the locomotive and crew are delayed by an industry or shippers agent within the confines of the industry or immediately adjacent thereto, or is requested by the industry or shippers agent to perform extra switching service before or after regular switching service, the charge for such a stand-by, delay, or extra switch service shall be at the rate of \$300.00 for the first hour or fraction thereof with a minimum of 4 hours.

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**SECTION 3
CAR DEMURRAGE RULES AND CHARGES**

ITEM 300

APPLICATION

Except where provided to contrary , Demurrage Rules and Charges contained herein apply to all railroad owned, leased or controlled and private cars held for or by consignor and consignee for any purpose.

- A. Applicable at all ANR stations.
- B. The disposition of a car at its point of detention determines the purpose for which the car is held and the rules applicable thereto.
- C. Private cars held on private or leased tracks are not subject to demurrage rules and charges while in the possession of ANR.
- D. All railroad-owned cars held for or by consignors or consignees are subject to demurrage rules and charges contained in this tariff, EXCEPT the following:
 - 1. Cars for loading or unloading of ANR company material while held on ANR tracks or private sidings connecting therewith.
 - 2. Cars of refused or unclaimed freight to be sold by ANR for the time held beyond legal requirements.
 - 3. Cars assigned to shippers returned empty to point of assignment, to the extent storage rules apply.
 - 4. Cars of ANR ownership under lease for storage of commodities while held on lessee's tracks.
 - 5. Empty cars ordered and rejected as unsuitable for loading.

ITEM 305

DEMURRAGE LIABILITY

Any person or entity receiving rail cars from the ANR for loading or unloading who detains the cars beyond the period of free time set forth herein will be held liable for any applicable demurrage if the ANR has provided that person or entity with actual notice of the demurrage rules and charges contained herein providing for such liability prior to the placement of rail cars. The notice shall be in written or electronic form.

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**SECTION 3
CAR DEMURRAGE RULES AND CHARGES**

ITEM 310

NOTIFICATION TO CONSIGNEE OR CONSIGNOR

- A. The following notifications will be furnished by the ANR as indicated:
 - 1. Cars for other than public delivery (Team) tracks:
 - (a) Notice of constructive placement if car(s) are held on ANR tracks due to reasons attributable to the consignee or consignor.
 - (b) Delivery of car(s) upon tracks of consignee will constitute notification.
 - 2. Cars for public delivery (Team) tracks:

Notice will be given to the party entitled to receive notification when car is actually placed.
 - 3. Refused Loaded Car(s):

When a loaded car is refused at destination, ANR will give notice of such refusal to the consignor or owner.
- B. Notification may be given in writing or electronically and will contain the following:
 - 1. Car initials and number.
 - 2. If lading transferred enroute, the initials and number of the original car.
 - 3. Commodity.
 - 4. Date and time.

ITEM 315

NOTIFICATION TO ANGELINA & NECHES RIVER RAILROAD

- A. ANR must receive complete forwarding instructions by fax, email or EDI before a car will be considered released.
- B. When electronic or mechanical devices are used to furnish notification to the railroad, the recorded date and time that instructions are received will govern charges incurred.

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For explanation of abbreviations and reference marks not explained herein, see Item 9999, this tariff.

**SECTION 3
CAR DEMURRAGE RULES AND CHARGES**

ITEM 320

CARS HELD FOR LOADING

Loading is the complete or partial loading of a car in conformity with AAR loading and clearance rules including the furnishing of forwarding instructions.

TENDER:

The notification, actual or constructive placement of an empty railcar placed on orders of the consignor.

RELEASE:

- A. Date and time forwarding instructions are received.
- B. Cars found to be improperly loaded or overloaded at origin will not be considered released until the load has been adjusted properly.

COMPUTATION:

- A. Time will be computed from the first 0700 after actual or constructive placement until release.
- B. If the car is placed prior to the date for which it was ordered, time will be computed from the first 0700 hours after the date for which it was ordered until its release.

ITEM 325

CARS HELD TO COMPLETE UNLOADING

Unloading is the complete unloading of a car including dunnage, bracing, etc., and advice from the consignee to the railroad that the car is empty and available to the railroad.

TENDER:

The notification, actual or constructive placement of a loaded railcar.

RELEASE:

- A. Date and time that the railroad receives advice that the car is empty.
- B. When the same car is unloaded and reloaded, empty release information must be furnished. If not furnished, demurrage will continue until forwarding instructions are received.

COMPUTATION:

- A. Time will be computed from the first 0700 hours after actual or constructive placement until release.
- B. When the same car is unloaded and reloaded, empty release information must be furnished. If not furnished, demurrage will continue until forwarding instructions are received.

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**SECTION 3
CAR DEMURRAGE RULES AND CHARGES**

ITEM 330

CARS HELD FOR OTHER PURPOSES

Applicable to cars held:

- A. On orders of consignor or consignee.
- B. While awaiting proper disposition from the consignor or consignee.
- C. As a result of conditions attributable to consignor or consignee.

TENDER:

The notification, actual or constructive placement, of a railcar.

RELEASE:

Date and time that railroad receives advice that the car is empty or that forwarding instructions are received.

COMPUTATION:

Time will be computed from the first 0700 hours when cars are held:

- A. After tender until cars are:
 - 1. Diverted.
 - 2. Empty cars ordered and not used (other than a rejected car).
 - 3. Partially unloaded.
 - 4. Reconsigned.
 - 5. Reshipped.
- B. After cars are received by ANR until date of disposition on:
 - 1. Cars received from connecting carriers.
 - 2. Loaded private cars returned to railroad tracks.
- C. After tender until date of refusal on:
Refused loaded cars (consignee).
- D. After tender until date of disposition on:
Refused loaded cars (consignor).

ITEM 335

FREE TIME

- A. Twenty four (24) hours free time will be allowed for each car for loading.
- B. Forty eight (48) hours free time will be allowed for each car for unloading.
- C. No free time will be allowed for:
 - 1. Empty cars ordered and not used.
 - 2. Cars received from connecting carriers to be held for disposition.
- D. Unused free time of one car cannot be applied against any other car.

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**SECTION 3
CAR DEMURRAGE RULES AND CHARGES**

ITEM 340 ♦

DEMURRAGE PLAN AND CHARGES

A. Calculation of charges:

Demurrage will be assessed at \$100.00 per car per day. 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. (Subject to Exception 1)

Exception 1: Cars having six (6) or more axles, will be subject to Special Detention charges in Item 180, this tariff, which will be in addition to demurrage charges.

B. Settlement of charges will be made on a monthly basis on all cars released during each calendar month.

C. Demurrage accrued by customers having facilities at separate stations can be combined.

D. Demurrage will be calculated separately for the following transactions.

1. Cars held for unloading.
2. Cars held for loading.
3. Cars held for other purposes.

E. Demurrage charges will be assessed against any person or entity receiving rail cars from the ANR for loading or unloading who detains the cars beyond the period of free time (See Item 305).

ITEM 345

CLAIMS

A claim must be submitted in writing with supporting documentation to ANR no later than thirty (30) days following the month in which the bill was issued. Claims must be car specific and stating fully the conditions for which demurrage relief was claimed. Non-disputed charges should be paid within 15 days of date of invoice.

A. Railroad Error:

1. If, through railroad error, incorrect demurrage charges are assessed, charges will be adjusted to the amount that would have accrued but for such error.
2. Runaround and bunching of cars by connecting rail carriers will not be considered as a railroad error.

B. Missed Switch Allowance:

An allowance for missed switching will be made for cars held under Constructive Placement Notification when the Carrier is unable to place the cars in response to the customer's orders providing the customer has space in their facility to receive cars.

C. Weather interference:

When because of significant acts of nature the operations of the consignor or consignee are disrupted, the demurrage directly chargeable thereto will be eliminated, provided the disruption exceeds two (2) days in duration. Relief will be granted under this provision at the sole discretion of ANR.

D. Bunching:

Since ANR does not control the flow of inbound cars from connecting railroads, no allowance will be made for the bunching of inbound railcars.

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**SECTION 4
STORAGE RULES AND CHARGES**

ITEM 400 ♦

STORAGE CHARGES

- A. A charge of \$100.00 per car per day will be assessed for empty and loaded private cars stored on railroad tracks.
- B. In addition to applicable demurrage or storage charges, cars containing hazardous material, hazardous substances, or hazardous waste will be assessed an additional charge at the rate of \$100.00 per car per day for empty and loaded private cars (See Note).
- C. Settlement of charges will be made on a monthly basis on all empty storage cars.

Note: Explosives, Chlorine, TIH and PIH cars may not be stored on railroad owned tracks.

ITEM 405

[C]

CARS MOVED FROM OR TO STORAGE TRACKS

A charge of \$300.00 per car will be assessed for the movement of empty cars to storage tracks, and a charge of \$300.00 per car for movement from storage tracks.

Loaded cars moved from or to Storage Tracks is ♦\$550.00 per car. [A]

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**EXPLANATION OF ABBREVIATIONS
AND
REFERENCE MARKS**

ITEM 9999

EXPLANATION OF ABBREVIATIONS

ABBR	EXPLANATION
AAR	Association of American Railroads
CONT'D	Continued
ANR	Angelina & Neches River Railroad
EDI	Electronic Data Interchange
RIC	Railinc

EXPLANATION OF REFERENCE MARKS

REF MARK	EXPLANATION
◆	Increase
♣	Reduction
▲	Change in wording which results in neither an increase or decrease in charges
[A]	Addition
[C]	Change
[D]	Canceled

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