
TEXAS NORTH WESTERN RAILWAY COMPANY



FREIGHT TARIFF TXNW 8000-G (Cancels FT TXNW 8000-F)

NAMING
SWITCHING
AND
MISCELLANEOUS RULES AND CHARGES
APPLYING
FROM, TO AND AT STATIONS ON THE
TEXAS NORTH WESTERN RAILWAY COMPANY

LOCAL TARIFF

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

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ISSUED BY:

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GLOSSARY

ACCESSORIAL CHARGES - Any/All charges assessed by TXNW and presented in FT TXNW 8000-series and FT TXNW 6004-series, their supplements and reissues.

ACCEPTABLE ELECTRONIC FORM OF COMMUNICATION – information sent from Customer to TNW via TNW's customer portal or an email sent to request-tnw@tnw-rr.com

CHERRY PICKING - switching specific cars requested by customer that are not readily available as the first car or series of cars out of the Storage Tracks

CONSIGNEE - The party to whom a shipment is consigned and/or the party entitled to receive the shipment. For the purpose of Section 1, this tariff, Consignee includes any person receiving railcars from this railroad for unloading as more specifically provided for in 49 CFR 1333. [C]

CONSIGNOR - The party in whose name cars are ordered and/or the party who furnishes this railroad forwarding directions. For the purpose of Section 1, this tariff, Consignor includes any person receiving railcars from this railroad for loading and/or unloading as more specifically provided for in 49

CUSTOMER - The Consignee, the Consignor, or the party, agent, or transloader authorized to tender or receive the rail shipment. Customer is the entity directly served by TXNW

ELECTRONIC DATA INTERCHANGE (EDI) - The transfer of data from one computer system to another by standardized message formatting, without the need for human intervention.

LOADED CAR - A car that is completely or partially loaded, or a car that is moving as a load under the provisions of a BOL

PRIVATE CAR – A car bearing other than railroad reporting marks where its use is controlled by the owner, lessee, or party other than railroad. The term Private Car specifically excludes cars owned or furnished by TTX Company or its subsidiaries

PRIVATE SCALE - A rail scale owned and operated by a Customer.

RELEASE - The notification received from the Customer that loading or unloading of a car has been completed and the car is available

RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS – GENERAL

ITEM 8000

[A]

REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.

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.

ITEM 8005

[A]

METHOD OF CANCELING ITEMS

As this tariff is supplemented, numbered items with letter suffixes cancel corresponding numbered items in the original tariff or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A.

Example: Item 445-A cancels Item 445 and Item 365-B cancels Item 365-A in a prior supplement which in turn canceled Item 365.

ITEM 8010

[A]

CONSECUTIVE NUMBERS

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. 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 8015

SUPPLEMENTS AND REISSUES

When reference is made in this tariff, or supplements, to other publications for rates or other information, it includes "Supplements thereto or successive issues thereof."

Where reference is made in this tariff to items, it includes "reissues" of such items

(Continued on next page)

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

ITEM 8020

[A]

STATION LIST AND CONDITIONS

This tariff is governed by Official Railroad Station List OPSP 6000-Series to the extent shown below:

**PREPAY REQUIREMENTS AND STATION
CONDITIONS**

- (A) For additions and abandonments of stations, and, except as otherwise shown herein, for prepay requirements, changes in names of stations, restrictions as to acceptance or delivery of freight, and changes in station facilities, etc.

When a station is abandoned as of a date specified in the above-named tariff, the rates from and to such station as published in this tariff are inapplicable on and after that date.

STATION NUMBERS

- (B) For station numbers of stations shown or referred to in this tariff.

ITEM 8025

[A]

CAPACITY AND DIMENSIONS OF CARS

For marked capacities, length, dimension and cubical capacities of cars, see Official Railway Equipment Register, issued by R.E.R. Publishing Corporation, Agent.

ITEM 8030

DEMURRAGE AND STORAGE

For Demurrage; and, Storage Rules and Charges, see FT TXNW 6004-Series.

ITEM 8035

PAYMENT ON PRIVATE CARS

TXNW is not a party to FT RIC 6007-Series (Payment of Mileage of Private Cars) and does not pay per diem hourly or mileage charges on private cars.

ITEM 8040

LOSS AND DAMAGE CLAIMS

Loss and Damage Claims must be filed with and processed by the connecting carrier.

(Continued in next Column)

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

ITEM 8045

[A]

CONNECTING CARRIER / INTERCHANGE

CONNECTING CARRIER	INTERCHANGE
BNSF	Etter, TX

ITEM 8050

NORMAL HOURS OF OPERATION

TXNW's normal operating hours are 0800-1700, Monday through Friday, excluding Company Holiday's listed below. Freight Customer requests and/or communications received outside of these times will be processed the next day of normal operations.

TXNW will transport railcars over its line with reasonable dispatch. TXNW does not guarantee rail service on any scheduled time frame.

Below is a list of TXNW's Company Holidays in which the TXNW will be closed.

HOLIDAYS

New Year's Day (January 1)
President's Day (third Monday in February)
Good Friday (Friday before Easter)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Thanksgiving (fourth Thursday in November) Day after Thanksgiving
Christmas Eve (December 24)
Christmas Day (December 25)
New Year's Eve (December 31)

If any of the aforementioned Holidays fall on a Saturday or Sunday in any given calendar year this Fright Tariff is in effect, the Day that TXNW observes the Holiday and which TXNW is closed will also be considered a Holiday.

(Continued on next page)

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

ITEM 8055

**PAYMENT AND COLLECTION OF CHARGES
PAYMENT OF CHARGES**

Charges will be billed monthly. Payments of all charges for invoices issued by TXNW are due within thirty (30) days from the date of billing.

All charges herein and payments of will be the responsibility of the Customer or connecting railroad as set forth in this tariff. TXNW will not invoice third parties.

FINANCE CHARGES

The TXNW may assess a finance charge of 1.5% per month (18% per annum) on unpaid bills thirty (30) days past due, including, without limitation, demurrage, switching and all other charges.

If TXNW, at its sole discretion, uses a collection agency or attorneys to collect delinquent charges and TXNW is successful in collecting such charges, Customers shall reimburse TXNW for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.

ITEM 8060

SECURITY DEPOSIT

- A. A security deposit to ensure payment of any Demurrage, Switching and Miscellaneous charges that may accrue will be required from every Customer who:
1. Has not established credit with the TXNW; or
 2. Fails to pay freight, demurrage, storage, switching or other accessorial charge within thirty (30) days of invoice.
- B. The deposit must be paid in wire transfer, certified check, or cashier's check before any freight car is delivered to such Customer for loading or unloading.
- C. The deposit shall be equal to the previous month's billing for charges under this tariff accrued by the Customer plus \$1,000.00. New Customers commencing operations shall be required to post a \$2,500.00 deposit.
- D. Deposits will no longer be required after the Customer either:
1. Has established credit with the TXNW; or
 2. Has paid all outstanding Switching and Miscellaneous charges and has given assurance to the satisfaction of the TXNW's credit office that future charges will be paid within thirty (30) days of invoice.
 3. When the Customer is notified that a deposit will no longer be required, railroad will refund any remaining deposits to the Customer within thirty (30) days.

(Continued on next page)

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

ITEM 8065

BILLING DISPUTES

In order to be considered for relief, a dispute must be presented to TXNW in writing with supporting documentation within thirty (30) days of the invoice issue date. The dispute must fully state the conditions for which relief (See Exception) is claimed and identify disputed charges by car number and date.

All disputes must be transmitted to:

Via Email - disputes@tnw-rr.com; or

If charges are assessed due to TXNW error, charges will be adjusted to the appropriate amount that would have accrued with the omission of such error.

Claims sent to TXNW which are not found to be valid will be subject to a processing fee of \$50.00 for each incorrectly disputed car.

Any portion of the invoice not in dispute must be paid by the due date.

Disputes submitted more than thirty (30) days after the invoice issue date will not be accepted.

Exception: Relief nor Credits will be allowed for holidays, weekends, days where no service is provided, Acts of God, terrorism, strike interference or bunching.

ITEM 8070

[A]

PERISHABLES

TXNW does not provide protective service. Perishable freight under protective service will be accepted from connecting railroad for delivery to Customers with the understanding that protective service is not provided by TXNW and TXNW accepts no liability for any loss or damage resulting from failure of such protective service.

ITEM 8075

**HAZARDOUS MATERIAL, INCLUDING
EXPLOSIVES DANGEROUS ARTICLES**

For rules and regulations governing the transportation of hazardous waste and hazardous substances including explosives and other dangerous articles, specifications for shipping containers, and restrictions governing the acceptance and transportation of hazardous waste and substances, including explosives and other dangerous articles, see BOE 6000-series and/or Hazardous Materials Regulations of the U.S. Department of Transportation in 49 C.F.R 171.8 or successor thereof.

(Continued on next page)

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

ITEM 8080

HAZAROUS MATERIAL HANDLING

Shipments of Hazardous Materials will not be accepted in interchange unless prior arrangements have been made with the TXNW (See Note).

Note: On shipment of any hazardous material accepted by TXNW, shipper shall indemnify the TXNW and hold the TXNW harmless for any and all loss, liability or cost whatsoever that the TXNW may incur or be held responsible for, to the extent that such liability is due to, or arises from:

- (a) defects in or failure of shipper's cars and equipment,
- (b) a failure of shipper or shipper's agent to conduct proper or appropriate pre-shipment inspection of the cars as described in 49 CFR Sec. 173.31 (d) or
- (c) misidentification of commodity shipped

The foregoing indemnification shall not apply to any loss or liability caused by or due to TXNW's failure to conduct pre-departure inspections as described in 49 CFR Sec. 174.9 or failure to follow AAR interchange rules, or any other liability resulting from TXNW's negligence.

The above provisions apply to shipments of Classes A, B or C explosives, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, and hazardous materials, substances or wastes requiring the use of a 4-digit identification number on shipping papers, placards or panels, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, while held on the TXNW premises.

**SECTION 1
SWITCHING RULES AND CHARGES**

ITEM 8100

[A]

NORMAL SWITCHING SERVICE

Normal switching service includes one switch event per day during normal business hours of operation (See Item 8050).

ITEM 8105

[A]

EXTRA SWITCHING SERVICE

Extra switching service is a movement in other than normal switching service at the specific request of Customer. Extra switching service will be performed by TXNW, provided TXNW has personnel and motive power available.

The charge for extra switching service is \$500.00 per hour or fraction thereof, subject to a minimum charge of \$2,000.00, per occurrence and will be in addition to all other charges associated with the movement. Charges to be calculated from the time the crew goes on duty until the crew goes off duty.

Extra Switching Service, when requested, will not be completed until a signed TXNW Special Switching Form is received by TXNW personnel. If, prior to crew going on duty, the Extra Switching Service is cancelled for any reason attributable to the Customer, the Customer will be assessed a cancellation fee of [I]\$150.00; otherwise, charges herein will apply.

ITEM 8110

DEFINITION OF INTRA-PLANT SWITCHING

A switching movement from one track to another within the same plant or industry, or from one location to another location on the same track within the same plant or industry.

ITEM 8115

DEFINITION OF INTRA-TERMINAL SWITCHING

A switching movement (other than Intra-Plant Switching) from one track to another track of the same railroad within the switching limits of the same station or industrial switching district.

ITEM 8120

INTRA-PLANT SWITCHING CHARGE

The TXNW will perform Intra-Plant switching at a charge of \$200.00 per car which will be assessed Customer.

(Continued on next page)

SECTION 1
SWITCHING RULES AND CHARGES

ITEM 8125

INTRA-TERMINAL SWITCHING CHARGE

The TXNW will perform Intra-Terminal switching at a charge of \$275.00 per car which will be assessed to Customer.

ITEM 8130

**SWITCHING LOCOMOTIVES ON OWN WHEELS,
BUT NOT UNDER OWN POWER**

Locomotives moving on own wheels, but not under own power, moved to or from Customer's facility, Customer will be assessed a charge of \$1,100.00 per unit in each direction.

The above charge will be in addition to all other applicable charges.

ITEM 8135

SWITCHING OF SCALE TEST CARS

Scale Test Cars, moved to or from Customer's facility, Customer will be assessed a charge of \$1,000.00 per car in each direction.

The above charge will be in addition to all other applicable charges.

ITEM 8140

RE-SPOTTING (SET-BACK) CHARGE

Customer will be assessed a charge of \$200.00 per car on cars that have been placed for loading or unloading and subsequently removed and re-spotted (set-back) in order to place or move other cars. Demurrage charges will continue to apply until cars are released.

ITEM 8145

REPOSITIONING CARS
(a.k.a Cherry Picking)

When Customers request delivery of a specific car(s) received by this railroad subsequent to cars previously received which requires this railroad to sort and reposition other cars to effect Customers request, a charge of \$75.00 per car, per occurrence, will be assessed against Customer making the request.

If the request is for a cut of ten (10) or more cars coupled together on a single track, the above charge will not apply.

(Continued in next Column)

SECTION 1
SWITCHING RULES AND CHARGES

ITEM 8150

**TURNING OF CARS TO PERMIT LOADING OR
UNLOADING, ETC.**

If cars are turned at request of Customer to facilitate loading or unloading, or for any other purpose, a charge of \$1,000.00 per car per occurrence will be assessed to Customer and will be in addition to all other applicable charges. (See Note, this item.)

Note - Charge will not apply to properly placarded boxcars.

ITEM 8155

FUEL SURCHARGE

A fuel surcharge will be applied if the benchmark rate of WTI crude oil rises above \$90.00 per barrel, as reported by NYMEX using the nearby futures price at the commencement of each calendar month.

The fuel surcharge is \$2.00 per car for each \$5.00 increment of the benchmark price increase.

SECTION 2
MISCELLANEOUS RULES AND CHARGES

ITEM 8200

SHIPMENTS REQUIRING SPECIAL HANDLING

When movement of a shipment cannot be handled in regular train operation, requiring special handling or protection, an additional charge of \$1,100.00 per car, each direction, will be assessed Customer and will be in addition to any other charge applicable to the movement.

ITEM 8205

[A]

DIMENSIONAL SHIPMENTS

TXNW will not accept in interchange shipments

of excessive dimensions unless prior arrangements have been made with TXNW.

A charge of \$1,000.00 per car will be assessed delivering carrier for the return and/or setback of such cars interchanged to TXNW.

ITEM 8210

CARS ORDERED CANCELLED

On cars ordered for loading/unloading and order is canceled; and, crew and locomotive have been dispatched, or car is in route, or the service of switching or placing of car has been performed, and the car is not loaded/ unloaded a charge of \$525.00 per car will be assessed Customer.

ITEM 8212

EMPTY/LOADED CARS ORDERED BUT NOT LOADED/UNLOADED

On empty/loaded cars that are ordered for loading/unloading and the car is not loaded/unloaded but returned to this railroad, a charge of \$525.00 per car will be assessed Customer ordering such cars. (See Note, this item.)

Note - Charge will not apply on cars not suitable for loading (See Item 8215, this tariff).

ITEM 8215

[A]

IMPROPER CARS FURNISHED FOR LOADING

When cars ordered for loading or unloading are rejected on account of not being in suitable condition to load, a charge of \$525.00 per car will be assessed against the railroad furnishing the empty.

(Continued in next column)

SECTION 2
MISCELLANEOUS RULES AND CHARGES

ITEM 8220

**EMPTY OR LOADED RAILCARS RELEASED
- NOT AVAILABLE TO PULL**

Cars released by the Customer which cannot be pulled due to a condition attributable to the Customer, the Customer will be assessed a charge of \$550.00 per occurrence in addition to all other applicable charges.

ITEM 8225

[A]

**CARS RELEASED AND SUBSEQUENTLY
RETURNED TO INDUSTRY**

When on Customer's orders, cars that have been released and pulled by this railroad are returned to industry, charge of \$550.00 per car will be assessed Customer for the return of such cars. Demurrage charges will continue to apply until cars are released.

ITEM 8230

**CARS REQUESTED BUT UNABLE TO
ACTUALLY PLACE**

Cars requested by the Customer which cannot be actually placed due to a condition attributable to the Customer, the Customer will be assessed a charge of \$550.00 per occurrence in addition to all other applicable charges.

ITEM 8235

CARS INTERCHANGED IN ERROR

A charge of \$400.00 per car will be assessed connecting carrier on all cars interchanged to TXNW in error.

ITEM 8240

FAILURE TO PULL INTERCHANGE

TXNW will assess connecting carrier a charge of \$75.00 per car per day, or fraction of a day, for failure to pull cars offered in interchange. Charge to be computed from time cars are offered in interchange until pulled.

(Continued on next page)

SECTION 2
MISCELLANEOUS RULES AND CHARGES

ITEM 8245

[A]

STANDBY SERVICE

When TXNW's locomotive and crew are held at the request of an industry or delayed by an industry within the confines of the industry or immediately adjacent thereto, the charge for such standby or delay shall be \$ 250.00 per hour or fraction thereof. Such charges shall be in addition to other published charges, if any, applicable to cars delayed or handled.

ITEM 8250

WEIGHING

Weighing loaded or empty cars:

1. On Private Scales _____ \$325.00 per car
2. On TXNW's Scales _____ \$325.00 per car

The above charge will not be assessed on cars weighed on weigh-in-motion scales where additional handling is not required on the part of TXNW.

ITEM 8255

**SHIPMENTS EXCEEDING MAXIMUM
GROSS WEIGHT ON RAIL (GWR)**

Except as set forth herein, based on GWR information TXNW receives via EDI, the TXNW will not accept in interchange shipments exceeding GWR of 263,000 lbs.

(car and lading) unless prior arrangements have been made with the TXNW. However, cars may be accepted by and at the discretion of TXNW General Manager.

Cars returned and/or set back to interchange, or accepted, will be subject to the following charges:

(a) Car(s) returned and/or set back to interchange	(1) \$400.00
(b) Car(s) accepted exceeding 263,000 lbs., but less than 286,000 lbs.	(2) \$100.00
(c) Car(s) with GWR exceeding 286,000 lbs	(2) \$500.00

- (1) Charge to be assessed to delivering carrier
- (2) Charge to be assessed to Customer

(Continued in next column)

SECTION 2
MISCELLANEOUS RULES AND CHARGES

ITEM 8260

[A]

OVERLOADED CARS

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

- (1) \$400.00 per car - When a car is discovered to be overloaded at loading point or within the confines of the industry. Charge to be assessed consignor.
- (2) \$500.00 per car - When a car is discovered to be overloaded beyond loading point or confines of the industry. Charge to be assessed consignor.

(It will be the responsibility of the consignor to adjust the lading at their own expense sufficient to eliminate the overload condition.)

- (3) \$500.00 per car - When a car is received in interchange from connections and is found to be overloaded, such car will be returned to delivering carrier for adjustment to lading to eliminate the overload condition. Charge to be assessed delivering carrier.

SECTION 3
ITEMS ADDED, REVISED OR REMOVED

ITEM 8300

**ITEMS ADDED, CHANGED, REVISED
OR REMOVED**

2. All parties must agree, in writing, prior to completion of transfer.

B. A car(s) order that has been cancelled, modified, or is in need of corrections at the Customer request to TXNW will be assessed a charge of \$25.00 per car

8300 ITEMS ADDED, CHANGED, REVISED OR REMOVED	
COVER PAGE	REVISED
TABLE OF CONTENTS	REVISED
GLOSSARY	REVISED
8050	REVISED
8120	REVISED
8125	REVISED
8130	REVISED
8135	REVISED
8140	REVISED
8145	REVISED
8150	REVISED
8155	ADDED
8200	REVISED
8210	REVISED
8212	REVISED
8215	REVISED
8220	REVISED
8225	REVISED
8230	REVISED
8250	REVISED
8300	REVISED
8500	ADDED

SECTION 4
PRICE LIST

ITEM 8400

DESCRIPTION	TOTAL
CHERRY PICKING	\$75.00
IN-PLANT SWITCH	\$200.00
INDUSTRIAL SWITCH	\$250.00
INTER-TERMINAL	\$275.00
INTERCHANGED IN ERROR	\$400.00
LOCAL SWITCH	\$175.00
O/B WEIGHT CONTCARB	\$325.00
ORDERED NOT USED	\$525.00
RELEASED AND RETURNED	\$550.00
RELEASED NOT READY	\$550.00
REQUESTED WEIGHING	\$325.00
RE-SPOTTING (SET-BACK)	\$200.00
SPECIAL LOCOMOTIVE HANDLING	\$1,100.00
SPECIAL HANDLING -SC	\$550.00
TURNING CARS	\$1,000.00
SPECIAL SWITCH	\$500/HR
SWITCH-IN	\$275.00
SWITCH-OUT	\$275.00
UNABLE TO PLACE	\$550.00

**EXPLANATION OF ABBREVIATIONS AND
REFERENCE MARKS**

ITEM 9999

**EXPLANATION OF ABBREVIATIONS AND
REFERENCE MARKS**

AAR - Association of American Railroads

BNSF - BNSF Railway

BOE - Bureau of Explosives

BOL - Bill of Lading

EDI - Electronic Data Interchange

FT - Freight Tariff

OPSL - Official Railroad Station List

RER - Railway Equipment Register

RIC -Railinc

TXNW - Texas North Western Railway Company

UP – Union Pacific Railroad

[A] - Addition

[C] - Change

[I] - Increase

[R] - Reduction/Decrease

(Underscored portion denotes addition/change.)