

Little Rock Port Authority (LRPA) Railroad

Freight Tariff LRPA 8001-N

(Cancels Freight Tariff LRPA 8001-M)

Naming, rates, rules, and regulations governing switching and other terminal charges between points on the rails of the Little Rock Port Authority Railroad (Little Rock, AR) including interchange with connecting carriers.

LOCAL TARIFF

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

Issued: May 15, 2022

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Effective: July 1, 2022

Expires: when superseded

This document will be reviewed every 3 years or as needed. For the most current version, visit:

www.portoflittlerock.com

<t> Wording change
-\$ Price decrease
+\$ Price increase
<n> New items added

General Rules and Regulations

Tariff Updates

This tariff will be reviewed every 3 years or as needed. Shippers are advised that the services and terms in effect in this directory on the date of shipment govern, and therefore are advised to obtain the version of this tariff in effect on the date of the shipment.

Holidays

The following are considered Holidays

- New Year's Day (January 1)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday, September)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve (December 24)
- Christmas Day (December 25)

If any of the above holidays occurs on a Saturday, the preceding Friday will be considered a holiday or occurs on a Sunday, the following Monday will be considered a holiday. Where federal law provides for the holidays listed above, the dates observed will be as provided by federal law, except where provisions of state laws vary.

Normal Business Hours

7:00 am to 3:30 pm, Monday through Friday, except for Holidays.

Charges Are Cumulative

All charges established by this tariff are cumulative and may be assessed in any combination.

Demurrage and Car Hire Charges

Any demurrage and/or car hire charges incurred will be billed to LRPA industries in the amount equal to the net car hire billed to the LRPA, payable upon receipt. This includes unit trains, defined as the same type cars brought in for one customer in quantities of 30 or more cars to be loaded/unloaded with a single commodity and bound for a single destination.

Weather Interference

If the operations of the consignor or consignee are disrupted due to earthquakes, tornadoes, hurricanes, or floods, demurrage charges will not be applied if the disruption exceeds two (2) days. Request for relief must be received in writing for request to be considered.

Liability and Claims

Damaged Cars

The LRPA will not be responsible in any way for damaged cars arriving at the Port. Damages to cars arriving at the LRPA that can be seen from ground inspection by the LRPA railroad crew will not be accepted and will be returned to the delivering Class I railroad. If damaged cars are able to be moved, they will be moved to the Port industry and will be the responsibility of the industry to repair. Once rail cars are placed at Port industries, cars will be considered as delivered and in the custody of the customer.

Customers are liable for all damage, including damage to the LRPA track and equipment that

results from failing to safely return an empty railcar. Customers are also liable for costs associated with adjustment or securing of cables and dunnage in empty railcars released to the LRPA.

The LRPA will not accept damaged cars from Port industries. If repairs cannot be done at the industry, the LRPA will require one-time movement orders (Rule 12 from the FRA) to deliver car outbound.

The LRPA will not move cars deemed unsafe to do so.

Payment, Credit, and Collections

Credit and Collection Terms

Unless otherwise provided in an applicable rate document, the credit and collections terms for the LRPA are as follows:

- Bills are due and payable on receipt.
- All charges must be contested in writing within 30 days. Bills not contested within 30 days will be due in full.
- Invoice or BOL Numbers must accompany payments.

Customer Financial Responsibility

Enforcement of Charges: At its sole discretion, the LRPA reserves the right to withhold delivery of railcars of a customer when customer's account is in arrears. The LRPA reserves the right to deny service to any customer until all outstanding delinquent charges have been paid.

Freight and other accrued transportation charges may not be offset by overcharge, freight damage or other claims.

Shipping Instructions

Handling Bill of Lading

The LRPA does not process bill of lading (BOL) requests. Industries are required to process individual BOLs and send a copy to the LRPA prior to release of rail cars. Cars will not be picked up without a BOL.

Method of receiving the BOL is by email at Rail@PortofLittleRock.com.

Equipment

Safe Return of Empty Railcars

All railcars must be returned in a safe and secure manner, in compliance with all laws, including the closing of all doors and hatches and the securement of all cables and other dunnage.

Cleaning

Cars must be left clean by shipper and will be assumed to be clean if loaded. The LRPA is not responsible for cleaning rail cars.

Closing Doors on Cars

The LRPA does not close or open doors on cars. Loaded cars will not be moved unless all doors, hatches, outlet gate doors on covered hoppers, gates and tie-down devices are secured. Additional intra-terminal switch charges will apply if any subsequent trips to the customer are necessary due to doors, etc., not being secured.

Loading

Upon arrival and placement of carrier-supplied equipment for loading at origin, the shipper will be responsible for ensuring that the equipment

is suitable for loading, free of non-railroad-owned material including dunnage, blocking, bracing, strapping, miscellaneous debris, or other material not intended for securement as part of the rail car, prior to loading equipment. If rail car is not suitable for loading, it should be rejected as dirty, unless loader notifies the LRPA of debris or dunnage in the rail car.

High – Wide - Heavy General Instructions

For loads that exceed the weights and dimensions listed below, contact the LRPA at Rail@PortofLittleRock.com.

- Movements of standard 263,000-pound equipment and standard 286,000-pound equipment with coupled lengths greater than 45' 8 ½" on routes cleared for 263,000 pound and 286,000 pound service are exempt from this clearance requirement.

Equipment Specifications: Shipper-Furnished Equipment

Shipper’s equipment shall not exceed the following dimensional specifications:

Equipment	Length (outside measurement)	Width	Height	Weight (gross)
Trailers	53 feet or less	102 inches or less	13 feet 6 inches (outside measurement)	Lesser of 65,000 lbs or mfr’s limit
Containers	40-53 feet or less	102 inches or less	9 feet 6 inches	Lesser of 67,200 lbs or mfr’s limit
Containers	20 feet	102 inches or less	9 feet 6 inches	Lesser of 52,900 lbs or mfr’s limit
Containers on Chassis	Chassis 53 feet or less	102 inches or less	13 feet 6 inches with Chassis	Lesser of 65,000 lbs or mfr’s limit

Loads that Require Idlers or Buffers

Where it is necessary to use idlers or buffers, there will be an additional charge per car used. Articulated cars (cars that have multiple frames with one car number) will be charged and additional fee per frame. Cars consigned to industries will not be used as idlers or buffers.

Additional Requirements

- Closed shipper equipment must be equipped with closed side and/or end doors. Doors must be tightly fitted and have suitable locking and/or sealing devices. Shipper must provide locks and/or seals to secure the doors adequately to protect the cargo.
- Locks utilized and/or installed by shipper must be removed by the Consignee. The LRPA does not assume responsibility for return of locks.
- Identifying marks and numbers must be plainly and conspicuously visible on each piece of equipment.
- The kingpin setting of an equipment of more than 42 feet, 10 inches (outside measurement) may not exceed 36 inches.

Derails

Industry Property - Costs incurred due to a derail on industry property where it is clear the industry is at fault due to improperly loaded or damaged car, improperly maintained track, etc., all costs will be the responsibility of the industry. If it is determined that the derail is LRPA operator error, the LRPA will be responsible for costs.

LRPA Property - Costs incurred on LRPA property where it is clear the LRPA is at fault, all costs will be the responsibility of the LRPA. If the derail on LRPA property is due to an improperly loaded or damaged car, responsibility for the costs will be the responsible industry.

Shared Fault - If it is unclear as to the point of derail or the cause of the derail, an investigation will be done by an impartial party to determine the responsibility for repairs. This may result in a shared cost.

Rail Car Repair

The LRPA or designee, has the right to repair railcars if, during inspection, the railcar is found to have a condemnable defect. Should work occur, railcar owner will be billed for repairs.

Hazardous Materials

48-Hour Rule

Per the U.S. Department of Transportation, railcars with regulated hazardous materials (“HazMat”) must be advanced toward their final destination within 48 hours. See [49 CFR Part 174.14](#), excluding Saturdays, Sundays and holidays. Customer and its agent industries must use their best efforts to ensure that all railcars containing a hazardous commodity are accepted by customer or its agent industry within 48 hours of its arrival in the destination’s serving yard. The LRPA reserves the right to return railcars loaded with hazardous commodity to origin at the cost and expense of customer or its agent industry in lieu of exercising its rights under 49 CFR Part 174 to remove the hazardous materials.

Car Switching and Spill Mitigation Due to Non-Accident Release (NAR)

Non-Accident Release (NAR) is defined as an unintentional release of either a hazardous or non-hazardous material while in possession of the LRPA or on LRPA property, which results from an act or an omission of a shipper, including but not limited to failure to properly secure valves and/or fittings, failed closures and/or pressure-relief devices, or overloaded containers. Material or its residue is considered hazardous as defined by the [U.S Department of Transportation](#) (see Institute of Hazardous Materials Management).

For each NAR, the LRPA will assess a minimum “Car Switching and Spill Mitigation Charge” to the shipper for each NAR incident described below:

- Cost plus 20% for repair and remediation per car containing HazMat lading, per NAR.
- Cost plus 20% for repair and remediation per car containing non-hazardous lading, per NAR. Non-hazardous lading is defined as any commodity not defined as a hazardous material or its residue.
- Cost plus 20% for repair and remediation per car containing HazMat with

improperly secured or open closures (fittings, plugs, valves, manways) presenting the potential for a NAR but not yet releasing lading.

Costs passed along to shipper include but are limited to expenses associated with emergency response, environmental mitigation, site cleanup, waste disposal, personal injury, exposure, evacuation, regulatory penalties, litigation, lading transfer, and long-term environmental investigation and remediation. When the shipper identified on the waybill is a third party, acting as an agent, the agent’s principal will be considered the shipper of record and will be subject to the “Car Switching and Spill Mitigation Charge”.

These charges apply to all Non-Accidental Releases of lading, regardless of commodity type, commodity hazard or the lack thereof, and apply to all rail car equipment or lading packages contained within (tank car, hopper car, box car, gondola car, platform car, refrigerated unit, intermodal tank, intermodal container, tote, drum, bag, box, pail, etc.).

If possible and practical, upon notification of a NAR, the LRPA will advise the shipper of incident details and will allow the shipper the opportunity to assist in the spill mitigation, provided their responders are qualified with all applicable railroad safety rules. Cause determination of the NAR will be performed by the LRPA or designee, and documentation will be made available to the shipper upon their request.

Explosives and Commodities Designated as Inhalation Hazard

The switching of a leaking car involved in a NAR will be at the discretion of the LRPA at the time of the incident. The “Car Switching and Spill Mitigation Charge” for a NAR will be in addition to any other relevant chargeable services performed in connection with such car(s).

Order-in or spot-on-arrival customers who cannot accept inbound traffic whose railcars

contain Hazmat, which are constructively placed on LRPA tracks will be subject to fee rates as listed in the Rate Schedule. All cars will be subject to the short-term storage and switching rate. Fees will begin on the second full day after cars have been constructively placed, refer to Table 1-1.

Procedure on Delivery and Placement of Cars

Customer shall be prepared to receive carloads of TIH/PIH commodities immediately upon notification of availability at destination by carrier railroad. There will be no free time granted to customer once notification takes place. Charges will begin at 07:00 AM the morning after customer tender/notification or the first day of deliverable service, whichever occurs first.

If a customer or receiving location is unable to accept a TIH/PIH commodity carload when first notified, the LRPA will hold the car(s) in storage and cars will be subject to fee rates as listed in the Rate Schedule. All cars will be subject to the short-term storage and switching rate. This will be immediate without any applicable free time.

Procedure on Unsafe or Improperly Loaded Cars

The LRPA will not accept hazmat cars that are visually unsafe, cars will be set aside or set back. Cars are deemed unsafe using the following criteria:

- A car is overloaded, imbalanced, or has a shifted load
- A car is spilling, leaking, or dusting
- A car containing TIH/PIH commodities or residue whose shipping instructions do not meet regulatory compliance.

Procedure on Unsafe Condition at Customer Facility

Where safe railway operations are not possible because of an extreme condition, train service will be suspended until condition is rectified to the satisfaction of the LRPA. This will be the LRPA's sole discretion. Examples of unsafe conditions and practices are those that are likely to cause permanent disability, loss of life, or body parts and/or extensive loss of structure, equipment or material, or repeated/or multiple unresolved conditions or practices that may have a safe work-around.

Little Rock Port Authority Rate Schedule

Switching

On shipment of containers, loaded or empty, on flat cars, charges will apply and be assessed on each separate movement, loaded and empty.

\$325 per loaded non-hazardous cars

Reciprocal / Interchange Switching

A switching movement between customers served by the LRPA at Little Rock, AR, and interchange with connections (BNSF; UP) when in connection with or part of a road haul movement.

\$345 per loaded 60 ft car for hazardous cars

Idlers or Buffers

Rail cars used to separate the locomotive and rail crew from hazardous material by at least one car.

\$430 per loaded 89 ft or more car/286,000 lbs or more for hazardous cars

Articulated Cars

Rail cars that have multiple frames with one car number.

\$0 per empty cars

\$325 per car

Inter-Terminal Switching

The switching of cars from one location to another within a terminal area, involving two or more railroads.

\$345 per car for hazardous cars

\$125 per car

Intra-Plant Switching

A switching movement from one point to another point within the industry.

\$125 per car

Intra-Terminal Switching

A switching movement between the tracks of two separate industries served by the same railroad.

N/A

Loaded Cars Held for Instructions

The LRPR will not accept from shipper or connecting carrier for transportation shipments of excessive dimensions, excessive weight, high center of gravity or other conditions requiring special handling without the LRPR first being contacted (Rail@PortofLittleRock.com) in advance to obtain authorization and pricing for such shipments.

NOTE: Cars that have been placed at industry but need to go back into storage for repairs or any other reason will be charged the daily rate of storage and the intra-terminal switching fee per car.

Storage

Storage rates apply to all leased, privately owned and non-privately owned cars, whether empty or loaded. This applies to cars that cannot be delivered directly to the industry upon arrival and will be placed in LRPA storage until requested by the industry. Railcars must be placed at industry within 72 hours after the first 7 AM upon notification of constructive placement. Saturdays, Sundays and holidays are chargeable days if at least one storage day has been incurred prior to the Saturday, Sunday or holiday. When placed in short-term storage, the additional switch and daily storage will begin. Refer to Table 1-2 for examples.

\$200 switch fee

Short-Term Storage

**\$15 per day
storage**

Storage defined as holding cars in LRPA storage for 30 days or less. This is an automatic placement if car is not requested in the stated timeframe.

EXCEPTION: Hazardous material cars do not get 72 hours. Fees for hazmat cars will begin on the second full day after arrival. Refer to Table 1-1 for examples.

Long-Term Storage

Storage defined as holding cars in LRPA storage for 31 days and over. This storage requires a contract between the industry and the LRPA. Long-term storage is dependent upon the availability of space at the LRPA. There are two ways Long-Term Storage is charged:

\$200 switch fee

\$6.00 per day

Contract without a Track Lease Agreement: Charges begin the day after arrival at the LRPA regardless of arrival day of the week and a switch fee per car when moved to industry.

\$100 switch fee

\$1.00 per foot of

track

\$3.00 per day

storage

Contract with a Track Lease Agreement: Charges begin the day after arrival at the LRPA regardless of arrival day of the week and a switch fee per car when moved to industry.

\$100 per car

Cars Requested from Storage by specific car numbers

Also known as cherry picking. If cars are requested by specific numbers, an additional fee will be charged per car.

NOTE: Unit trains, defined as the same type of cars for one customer in quantities of 30 or more cars to be loaded/unloaded with a single commodity and bound for a single destination, that are stored waiting for completion or outbound interchange will be charged an aggregate switching fee and an aggregate daily storage fee until moved back to industry or interchanged. Fee is TBD.

Switch fees and Storage fees will be determined during contract negotiations

\$100 per car

Non-Industry Partner Storage

This is storage for contractors that do not have industries located in the LRPA and are for long-term storage. This storage requires a written contract. Storage charges will begin the day after arrival at the LRPA regardless of arrival day of the week.

Cars Requested from Storage by specific car numbers

Also known as cherry picking. If cars are requested by specific numbers, an additional fee will be charged per car.

Other Rate Categories

\$325 per car
non-hazardous car

\$345 per car
hazardous
commodities

Turning of Cars to Permit Loading or Unloading

Movement to permit loading or unloading within the same switching limits and return to same tracks

\$325 per car
non-hazardous car

\$345 per car
hazardous
commodities

Re-spotting to Complete Loading or Unloading

Cars placed for loading or unloading at an industry, before or following placement such cars are ordered to other locations on the rail to complete loading or unloading, as the case may be, an extra switching charge per car will be assessed for each placement after the initial placement. Charges specified in this item are in addition to the regular switching charge.

\$250 per hour

Special Switching

switching performed outside normal weekday business hours (excluding weekends), upon written special request and not under normal conditions, as determined by the LRPA. Special Switching requests must be submitted by email to Rail@PortofLittleRock.com. Time spent in switching service will begin when the LRPA enters into the special request and ends when the LRPA returns to their off-duty location.

\$250 per hour

Cancellation of Special Switching

Fee charged if the Special-Switching request is not cancelled by email to Rail@PortofLittleRock.com prior to the end of business hours on the day the special switch is requested. The fee will be assessed per hour until it is determined by the LRPA the switch is no longer required.

\$1,050 per day

Special Use of Locomotive

Special Use of Locomotive is defined as the use of the locomotive on weekends or on observed holidays as noted in General Rules and Definitions. Special Use of Locomotive is to cover operating expenses for crew and locomotive use. This fee is subject to change without notice.

\$750

Cancellation of Special Use of Locomotive

Fee charged If the Special Use of Locomotive request is not cancelled by email to Rail@PortofLittleRock.com by the end of business hours the day prior to the Special Use of Locomotive. If the LRPA arrives and is not needed, industry making the request will be assessed the fee.

\$325 per car
non-hazardous car

Improperly Loaded Rail Cars

If a car arrives at the LRPA that can be determined from a ground inspection that it has been improperly loaded, and such car will create an unsafe move, the LRPA will set the car aside to be inspected and then repaired/reloaded. Cars released from the industries that appear to be improperly loaded will not be moved from the industry until inspected by the industry and cleared for move. If car is determined improperly loaded once moved and requires the car to be moved back to industry, the LRPA will charge a switch fee for move to industry.

\$345 per car
hazardous
commodities

Services

\$325 per car

Set-Back Cars and Cars Delivered in Error

Charge will be assessed against the carrier which delivers cars to the LRPA in error for return of the car; and/or cars to be set-back.

\$325 per car

Cars Ordered but Not Used

When order for cars for loading is canceled or car is returned empty, a charge will be assessed against person, firm or industry ordering such car. Applicable Demurrage/Car hire Charges will apply.

\$325 per car

Cars Not Suitable for Loading

When cars ordered for loading are refused or rejected on account of not being in proper condition to load, a charge will be assessed against the carrier furnishing such car.

N/A

Shipments of Excessive Dimensions, Weights, etc.

The LRPA will not accept from shipper or connecting carrier for transportation shipments of excessive dimensions, excessive weight, high center of gravity or other conditions requiring special handling without the LRPA first being contacted (Rail@PortofLittleRock.com) in advance to obtain pricing and authorization for such shipments.

DEMURRAGE

Non-Privately Owned Cars

Non-Privately owned cars are subject to demurrage and/or car hire. The rules of car hire and demurrage are based on agreements entered into by the nation's railroads and car owners and apply uniformly to all shippers as well as railroads. Demurrage is a penalty charge assessed against the car consignee. Demurrage charges are assessed to discourage customers from using railcars for holding equipment. The rate of charge is regulated by the STB and published in Tariff ASLR 6004. The LRPA will not assess demurrage/car hire charges at time of car arrival and placement at industry; the LRPA will pass charges to Port industries as it is incurred by the LRPA.

Storage for Non-Privately owned cars will follow the rules for Short-Term Storage. Demurrage/Car Hire does not stop when cars go into storage.

The LRPA reserves the right to revert to charging demurrage as a front end on industries that do not pay timely.

REFERENCED TABLES

HAZMAT RAILCARS		
PCON (arrival)		FEES BEGIN
Day 1	Day 2	Day 3
Monday	Tuesday	Wednesday
Tuesday	Wednesday	Thursday
Wednesday	Thursday	Friday
Thursday	Friday	Saturday
Friday	Saturday	Sunday

NOTE: Weekends included

Table 1-1

NON-HAZMAT RAILCARS				
PCON (arrival)	FIRST 7 A.M.			FEES BEGIN
Day 1	Day 2	Day 3	Day 4	Day 5
Monday	Tuesday	Wednesday	Thursday	Friday
Tuesday	Wednesday	Thursday	Friday	Monday
Wednesday	Thursday	Friday	Monday	Tuesday
Thursday	Friday	Monday	Tuesday	Wednesday
Friday	Monday	Tuesday	Wednesday	Thursday

Table 1-2

Abbreviations and Reference Marks

BNSF Burlington Northern Santa Fe Railway Company

FT Freight Tariff

LRPR Little Rock Port Railroad

LRPA Little Rock Port Authority

****Note:** LRPR and LRPA are interchangeable as the LRPR is a part of the LRPA

NAR Non-Accident Release

PIH Poisonous by inhalation

STD Surface Transportation Board

TIH Toxic by inhalation

UP Union Pacific Railroad

[A] Addition

[C] Change

[I] Increase

[NC] Brought forward without change

[R] Reduction