

No supplement of this tariff will be issued except for the purpose of canceling the tariff.

**MSTR 6004-D**  
**Cancels**  
**MSTR 6004-C**

# **THE MASSENA TERMINAL RAILROAD COMPANY**

## **FREIGHT TARIFF MSTR 6004-D**

### **NAMING**

**GENERAL CAR DEMURRAGE RULES AND CHARGES**  
as provided in Part 1 herein  
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**STORAGE RULES AND CHARGES**  
as provided in Part 2 herein  
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**SPECIAL CAR DEMURRAGE RULES AND CHARGES**  
as provided in Part 3 herein  
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**APPLYING AT ALL POINTS ON**  
**THE MASSENA TERMINAL RAILROAD COMPANY**

### **NOTICE**

This tariff is also applicable on intrastate traffic except where expressly provided to the contrary in connection with particular items.

**THE PROVISIONS PUBLISHED HEREIN WILL, IF EFFECTIVE, NOT RESULT IN AN EFFECT ON THE QUALITY OF THE HUMAN ENVIRONMENT. NOTICE**

Changes to this tariff will be made by reissues. These reissues will show the action taken on each item, namely:  
(I) Increase; (C) Change resulting in neither an increase nor a decrease; (D) Decrease

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### **ISSUED BY:**

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<b>TARIFF MSTR 6004-D</b>		
<b>ITEM</b>	<b>SUBJECT</b>	<b>APPLICATION</b>
		<b>PART 1 - GENERAL CAR DEMURRAGE RULES AND CHARGES</b>
		<b>SECTION 100</b>
100	CARS SUBJECT TO DEMURRAGE RULES AND CHARGES IN THIS PART	Railroad and railroad-controlled cars held for or by consignors and consignees for any purpose are subject to demurrage rules and charges in this part, except as otherwise provided in this part.
		<b>SECTION 200 - EXPLANATION OF TERMS FOR PART 1 AND PART 2</b>
200	PRIVATE CAR AND RAILROAD CONTROLLED CAR	A private car is a car bearing other than railroad reporting marks and which is not a railroad-controlled car. A railroad-controlled car is a car provided to a railroad directly, by car companies or others, for indiscriminate use by the railroad in serving any of its customers.
201	HOLIDAYS	Whenever reference is made to "holidays," it shall 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 Christmas Day - December 25 (See Note.)  NOTE: When this date occurs on a Sunday, the following Monday will be observed as the holiday.
202	ACTUAL AND CONSTRUCTIVE PLACEMENT	ACTUAL PLACEMENT is made when a car is placed in an accessible position for loading or unloading or at a point previously designated by the consignor or consignee.  CONSTRUCTIVE PLACEMENT - When a car consigned or ordered to a private track cannot be actually placed because of a condition attributable to the consignor or consignee, such car will be held at an available hold point and notice shall be sent or given the consignor or consignee that the car is held (naming the hold point) and that this railroad is unable to effect actual placement; however, if car is placed on the private track serving the consignor or consignee, the car shall be considered constructively placed without notice.
203	ASSIGNED CARS	A car of any ownership specifically requested and assigned to a shipper by a railroad.
		<b>SECTION 300 - FREE TIME</b>
300 (I)	FREE TIME - STRAIGHT AND AVERAGE AGREEMENTS	Cars for loading will be allowed twenty-four (24) hours free time. Cars for unloading will be allowed forty-eight (48) hours free time. Free time will not be allowed on heavy duty flat cars containing transformers, heat exchangers, and other equipment. (I)  Free time begins at the first 7:00 a.m. after the car is constructively or actually placed or notification is given. For the purpose of computing free time, Saturdays, Sundays, and holidays will be excluded.  When cars are actually or constructively placed at exactly 7:00 a.m., the time shall be computed from the same 7:00 a.m.; and placement will be determined by the precise time the engine cuts loose.
301	EMPTY CAR ORDERED FOR LOADING, BUT NOT USED	When a car so ordered and placed is not used, demurrage will be charged for all detention, including Saturdays, Sundays and holidays, from the date and time of actual or constructive placement or appropriation until released, with no free time allowance. =====

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		<b>SECTION 300 - FREE TIME (Continued)</b>
302	CARS UNLOADED AND RELOADED	When the same car is both unloaded and reloaded, each transaction will be treated as independent of the other, and the free time for reloading shall not begin until the first 7:00 a.m. after unloading is complete and advice given by consignee to authorized personnel of this railroad, either by telephone or in writing, that car is unloaded and available to this railroad. Information given must include identity of consignee, party furnishing data and car initial and number, with record of such information being maintained by this railroad, including date and time of receipt and identity of party receiving the information.
		<b>SECTION 400 - CARS NOT SUBJECT TO DEMURRAGE RULES AND CHARGES IN THIS PART.</b>
400	CARS USED FOR TEST PURPOSES	Cars used for the purpose of testing loading and unloading procedures, new types of dunnage, and new type of equipment, as authorized by this railroad, are not subject to demurrage rules in this part.
401	CARS REQUIRING APPLICATION OF SPECIAL DEMURRAGE RULES	When included in Part 3 of this tariff, cars are not subject to demurrage rules and charges in this part.
402	CARS ASSIGNED TO SHIPPERS RETURNED TO POINT OF ASSIGNMENT UNDER LOAD	Material authorized to be returned without freight charges under provisions of freight tariffs are not subject to demurrage rules and charges in the part.
403	CARS ASSIGNED TO SHIPPERS RETURNED TO POINT OF ASSIGNMENT EMPTY	Demurrage charges do not apply when storage charges in Part 2 apply.
		<b>SECTION 500 - AVERAGE AGREEMENT PLAN</b>
500	AVERAGE AGREEMENT PLAN	The provisions of this section will apply when the subscriber has entered into the written agreement. The charges for the detention of all cars consigned to or ordered for loading by the subscriber will be computed on the basis of the average detention of all such cars released during each calendar month.
501 (I)	DEBIT	<p>A debit is a unit of liability that is chargeable against a car for each day, or fraction of a day, for each of the first four days the car is held beyond the free time, including a Saturday, Sunday or holiday immediately following the day on which the first debit begins to accrue. Debits may be offset by credits earned on other cars on a one-for-one basis. In no case shall any one car accrue more than four debits, and in no case shall more than four credits be applied to offset debits accrued on any one car.</p> <p>Charges for such debits* shall accrue as follows:</p> <p>\$23.00 (I) for each of the first four debit days,  \$34.00 (I), or special debits, for each of the next two days,  \$69.00 (I), or extra-special debits for each subsequent day.</p> <p>Charges which accrue after the fourth debit day may not be offset by credits; in other words, special debits and extra-special debits may not be offset by credits.</p> <p>*(I) For heavy duty flat cars containing transformers, heat exchangers, and other equipment, charges for such debits shall accrue as follows:</p> <p>\$104.00 (I) for each day. Free time is not allowed.</p> <p>=====</p>

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		<b>SECTION 500 (continued) - AVERAGE AGREEMENT PLAN</b>
502	CREDIT	A credit is a unit of value for each car released prior to the expiration of the first twenty-four hours of free time. Only one credit may be earned on any one car and that credit may be applied to offset a debit accruing on another car released during the same month. Credits earned on cars held for loading shall not be used to offset debits accruing on cars for unloading, nor shall credits earned on cars held for unloading be used to offset debits accruing on cars for loading.
503 (I)	MONTHLY COMPUTATION OF DEMURRAGE CHARGES	At the end of each calendar month, the total number of credits will be deducted from the total number of debits, and \$23.00 (I) per debit will be charged for the remainder. If the credits equal or exceed the debits, no charge will be made for the detention of the cars except as provided in Item 501 for detention beyond the fourth debit day. No payment will be made by this railroad on account of such excess credits; nor shall credits in excess of the debits of any one month be considered in computing the average detention for another month.  For the purpose of this item, the end of the calendar month shall be considered as closing at the first 7:00 a.m. of the following month.
504	DEMURRAGE AVERAGE AGREEMENT	A demurrage average agreement will be made effective on the first day of the month following receipt of patron's application; except, when the credit status of the applicant is not satisfactory to this railroad at that time, the agreement shall be made effective on the first day of the month following approval by this railroad of credit arrangement for the applicant to operate under an average agreement.  When the applicant desires to have an agreement made effective prior to the first of the following month, it may be made effective on the date of receipt of the application provided credit status is then satisfactory; otherwise, on the date this railroad approved credit arrangement; provided, however, that no cars have been released the same month prior to the date the agreement is made effective. The following agreement shall be required for all applicants to operate under the average agreement:  <p style="text-align: center;"><b>AGREEMENT</b></p> <p style="text-align: center;"><b>The Massena Terminal Railroad</b></p> Being fully acquainted with the terms, conditions and effect of the average basis for settling for detention of cars, as set forth in MSTR 6004 being the car demurrage rules governing at all stations and sidings on the lines of said railroad, except as shown in said tariff, and being desirous of availing (myself or ourselves) of this alternate method of settlement (I or We) do expressly agree to and with The Massena Terminal Railroad that with respect to all cars which may, during the continuance of this agreement, be handled for (my or our) account at Massena, NY, (I or We) will fully observe and comply with all terms and conditions of said rules as they are now published, or may hereafter be lawfully modified by duly published tariffs and will make prompt payment of all demurrage charges accruing thereunder in accordance with the average basis as therein established or as hereafter lawfully modified by duly published tariffs.  This agreement to be effective on or after ..... day of ..... 20.....and to continue until termination, by written notice from either party to the other which shall become effective on the first day of the month succeeding that in which it is given, except that for any failure or refusal to pay charges lawfully accruing under this agreement, it may be terminated as of the date of written notice of termination.  ..... ..... .....  Approved and accepted .....20.....by and on behalf of the above-named railroad by .....

<b>TARIFF MSTR 6004-D</b>	
	<b>SECTION 600 - DEMURRAGE CHARGES ON CARS NOT SUBJECT TO AVERAGE</b>

		<b>AGREEMENT</b>
600 (I)	CARS NOT SUBJECT TO AVERAGE AGREEMENT	<p>On cars* not subject to average agreement and for detention not subject to strike interference, after expiration of free time allowed or without free time allowance, when none is provided, the following charges per car per day, or fraction of a day, will be made until car is released:</p> <p>\$23.00 (I) for each of the first four chargeable days,  \$34.00 (I) for each of the next two days,  \$69.00 (I) for each subsequent day.</p> <p>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 to run.</p> <p>*(I) For heavy duty flat cars containing transformers, heat exchangers, and other equipment, charges for such debits shall accrue as follows:</p> <p>\$104.00 (I) for each day. Free time in not allowed.</p>
		<b>SECTION 700 - RULES GOVERNING CARS HELD FOR LOADING</b>
700	RULES GOVERNING CARS HELD FOR LOADING	<p>Loading is the complete or partial loading of a car within the confines of the same industry or public delivery yard and must be completed in conformity with railroad loading and clearance rules. Loading includes the following: (1) advice that car is ready for forwarding; (2) furnishing of forwarding directions; (3) advice that car is ready for forwarding after being held to finish loading; and (4) advice that car is ready for railroad inspection and/or measurement to obtain final clearance for movement via route shown on forwarding directions.</p> <p>The term "including the furnishing of forwarding directions" means the actual date and time such forwarding directions are received from the consignor. When consignor cannot furnish forwarding directions because of authorized personnel of this railroad not being on duty to accept the forwarding directions, the consignor will have until 9:00 a.m. of the next day on which this railroad has such personnel on duty to furnish forwarding directions, and the forwarding directions will be considered to have been furnished at the time during the railroad's off-duty hours that the consignor was ready, willing, and able to furnish the forwarding directions.</p>
701	FORWARDING DIRECTIONS	<p>The term "forwarding directions" means a bill of lading or other suitable order, given to this railroad and containing all the necessary information to transport the shipment, which authorizes the immediate forwarding of a car to a consignee at another location.</p> <p>An order to move a car from a shipper's loading or storage track to this railroad's yard or hold track to be held for "forwarding directions," whether furnished by the party loading the car or another party, or a bill of lading or an order consigning the car to the agent of this railroad which has no beneficial interest in the lading, does not constitute "forwarding directions" under this section .</p> <p>A bill of lading or other suitable order covering car(s) requiring clearance from all carriers in the routing will not constitute "forwarding directions" under this section until clearance is received from all carriers in the routing.</p> <p>When "forwarding directions," are furnished covering line haul movement, this information must include the consignee, the destination, the commodity description, where prepaid or collect, and full instructions relative to stop-off.</p>
702	EMPTY CARS PLACED PRIOR TO DATE FOR WHICH ORDERED	<p>On empty cars placed prior to date for which ordered, time shall be computed from 7:00 a.m. of the date for which ordered except when loading commences prior to date for which ordered, time shall be computed from the first 7:00 a.m. thereafter.</p>

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		<b>SECTION 800 - RULES GOVERNING CARS HELD FOR UNLOADING</b>
800	RULES GOVERNING	Unloading, as required under Rule 27 of Uniform Freight Classification Tariff UFC 6000-

	CARS HELD FOR UNLOADING	<p>Series, or partial unloading shall include:</p> <p>(1) The surrender of bill of lading on shipments billed "to order" or surrender of written order or advice, or surrender of other lawful substitute, as required under Rule 7, Uniform Freight Classification Tariff UFC 6000-Series.</p> <p>(2) Payment of lawful charges when required prior to delivery of the car.</p> <p>(3) Furnishing of a "turnover" order (an order for delivery to another party) after car has been placed for delivery and no additional movement of the car is made to a point beyond the confine of the same industry or same public delivery yard.</p> <p>(4) Advice that the car is ready for forwarding, accompanied by forwarding directions when necessary, after being held to partly unload and partly reload.</p> <p>(5) Advice by consignee given to authorized personnel of this railroad, either by telephone or in writing, that the car is unloaded and available to this railroad. Except as otherwise provided in Item 303, a car will be considered released at the date and time advice is received from the consignee; except, that when consignee cannot furnish advice because of authorized personnel of this railroad not being on duty to accept the advice, the consignee will have until 9:00 a.m. of the next day on which this railroad has such personnel on duty to furnish advice as to when the car was unloaded and available and the car will considered released at the date and time when it was unloaded and made available to this railroad.</p>
		<b>SECTION 900 - RULE GOVERNING CARS HELD FOR PURPOSES OTHER THAN LOADING OR UNLOADING</b>
900	CARS HELD FOR RECONSIGNMENT, DIVERSION OR RESHIPMENT	On cars held for reconsignment, diversion or reshipment, time will be computed from the first 7:00 a.m. following the sending or giving of notice.
		<b>SECTION 1000 - NOTIFICATION REQUIREMENTS</b>
1000	NOTIFICATION	When required, notification will be furnished either in writing or verbally to all parties entitled to receive notification.
		<b>SECTION 1100 - ALLOWANCES PERMISSIBLE FOR RELIEF OF DEMURRAGE CHARGES</b>
1100	STRIKE INTERFERENCE	<p>When it is impossible to load or unload or receive cars from or make cars available to this railroad because of strike interference at the point where loading or unloading is to be accomplished, the detention to each car due to this cause from the first 7:00 a.m. after such interference begins until the first 7:00 a.m. after such interference ceased will be excluded in computing time and charge, provided a claim in writing is presented to this railroad within (30) days, exclusive of Saturdays, Sundays, and holidays, after the date on which the strike interference ceases, or the date on which demurrage bill is rendered, whichever is latest, stating the date and time strike interference began and ended. Such detention will be charged for at the rate of \$11.00 per car per day or fraction of a day, including Saturday, Sundays and holidays and without free time allowance. Cars otherwise subject to average agreement shall not earn credits nor accrue debits during the period of interference, nor will it be permissible to offset any part of the detention by credits earned on the same or other cars. The detention both before and after the period of interference will be consolidated into one period of detention.</p> <p>=====</p>

<b>TARIFF MSTR 6004-D</b>		
		<b>PART 2 - STORAGE RULES AND CHARGES</b>
		<b>SECTION 1200 - ASSIGNED CARS</b>

1200	ASSIGNED CARS	The provisions of this section apply to cars of any ownership specifically requested and assigned to shippers by railroads (See Note 1.) where this railroad serves the assignee at the designated point of assignment as the originating road-haul carrier or the originating switching line and is required to hold such cars on its tracks or private sidings connected therewith while awaiting actual or constructive placement on orders of the assignee. NOTE 1: When an assigned car is returned with a revenue load, subject to applicable carload rates, the car is subject to Part 1 of this tariff.
1201	ASSIGNMENT OF CARS	Before specific cars are assigned to a shipper, the shipper must request in writing of the railroad owning the specific cars assignment at least ten (10) days before the intended use of a specific number of cars.
1202	ASSIGNED CARS NOT SUBJECT TO THIS SECTION	Empty cars of private ownership which are not railroad controlled.
1203	NOTIFICATION	When cars subject to this section arrive at designated point of assignment, notice containing car initials and numbers shall be sent or given assignee. In event such cars cannot be reasonably accommodated at designated point of assignment, cars will be held at any available hold point
1204 (I)	STORAGE CHARGE FOR EMPTY ASSIGNED CARS	No free time will be allowed on cars subject to this section, but they will be subject to a storage charge of:  \$21.00 (I) per car per day or fraction of a day, to be computed from the second 7:00 a.m., exclusive of Saturdays, Sundays and holidays, following the sending or giving notice in Item 1203.  These charges may be billed monthly where the assignee is an average agreement customer at point of assignment.
1205	RELEASE OF CARS FROM ASSIGNMENT	At such time as the assignee wishes to reduce the number of an assignment by one or more cars, assignee must notify the originating road-haul carrier in writing or confirmed in writing, and specify the effective date of release of such car or cars which must be at least one (1) or more days after date of such notice. The originating road-haul carrier will have the prerogative of selecting the car or cars to be removed from the assignment. Storage charges prescribed by these rules will accrue on cars so selected until the effective date of release, unless such cars are previously removed by the originating carrier in which case storage charges will terminate on the date of such removal. However, no assignee will be permitted to release a car or cars from an assignment by oral or written notice until all shipper-owned appurtenances have been removed by assignee.
1206	CONDITIONS FOR RELIEF WHEN ASSIGNED CARS ARE FOUND TO HAVE MECHANICAL DEFECTS	Relief will be granted from storage charges on an assigned car while held for repair of Federal Railroad Administration safety defects or other mechanical defects which make the car unsuitable for lading, from the time of actual discovery of the defect until car is again made available. If storage charges have been incurred on such car prior to the discovery of the mechanical defect, storage charges will resume from the first 7:00 a.m. following the sending or giving of notice to the assignee of the availability of the car for loading.
<b>SECTION 1300 - CARS MOVING ON OWN WHEELS</b>		
1300	CARS MOVING ON OWN WHEELS	After the expiration of forty-eight (48) hours free time computed from the first 7:00 a.m. after notice has been sent or given, inclusive of Saturdays, Sundays and holidays, railroad and privately-owned cars and other railroad and privately-owned equipment, moving on own wheels as freight at tariff rates, will be subject to a charge of \$31.00 per car or other unit of equipment per day or fraction of a day, inclusive of Saturdays, Sundays, and holidays, while held on tracks of this railroad.

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<b>SECTION 1400 - STORAGE RULES AND CHARGES ON EXPLOSIVES, HAZARDOUS MATERIALS, SUBSTANCES OR WASTES</b>		
1400	FREIGHT SUBJECT TO	The provisions of this section apply to shipments of Classes A, B or C explosives, as

	STORAGE RULES AND CHARGES IN THIS SECTION	<p>named in Part 172 Commodity List 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 Part II, Section 172.101 of Tariff BOE 6000-Series, while held in cars on railroad premises.</p> <p>=====</p>
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<b>TARIFF MSTR 6004-D</b>		
		<b>SECTION 1400 - STORAGE RULES AND CHARGES ON EXPLOSIVES, HAZARDOUS MATERIALS, SUBSTANCES OR WASTES (continued)</b>
1401	STORAGE RULES AND	The storage charges provided in this item are in addition to applicable demurrage

(I)	CHARGE ON EXPLOSIVES, HAZARDOUS MATERIALS, SUBSTANCES OR WASTES	<p>charges and, except as provided below, the applicable provisions of Parts 1 and 2 will govern in determining these storage charges:</p> <p>(1) Charges are applicable to private cars.</p> <p>(2) The provisions of Item 1100 (strike interference) will not apply.</p> <p>(3) The provisions of Section 500 (average agreement plan) will not apply.</p> <p>(4) On cars held for loading on railroad premises, time will be computed from the first 7:00 a.m. after loading begins.</p> <p>(5) Free time will be as follows (See Note 2):</p> <p>(a) Forty-eight (48) hours free time will be allowed on shipments of Classes B and C explosives and other hazardous materials, substances or wastes when held in cars, for removal from railroad premises (See Exception 1).</p> <p>(b) Twenty-four (24) hours free time will be allowed on shipments of Class A explosives, when held in cars, for removal from railroad premises (See Exception 1).</p> <p>(6) After the expiration of free time allowed, or without free time allowance when none is provided, the following charges (See Note 3) will apply per day of twenty-four (24) hours, or fraction thereof, until removal from railroad premises:</p> <p>A. CLASS A - EXPLOSIVES \$59.00 (I), per car per day, will apply on shipments held in cars on railroad premises.</p> <p>B. CLASS B AND C - EXPLOSIVES \$29.00 (I), per car per day, will apply on carload shipments of Classes B and C explosives held in cars on railroad premises.</p> <p>C. HAZARDOUS MATERIALS, SUBSTANCES OR WASTES, OTHER THAN EXPLOSIVES \$29.00 (I), per car per day, will apply on carload shipments while held on railroad premises.</p> <p>NOTES:</p> <p>1. When carload freight is refused at destination, this railroad shall within twenty-four (24) hours, exclusive of Saturdays, Sundays and holidays, after being advised of refusal, give notice of such refusal by telephone or wire to the consignor or owner when known, or when not known, to the agent at point of shipment, who shall promptly notify consignor, if known.</p> <p>2. Free time will be computed from the first 7:00 a.m. after placement, or after proper notification has been sent or given where required. For the purpose of computing free time, Saturdays, Sundays and holidays will be excluded.</p> <p>3. When consignee or consignor is an average agreement customer at point of detention, charges may be billed monthly.</p> <p>4. When consignor or consignee utilizes an electronic or mechanical device to accept messages, notification left on such a device will be considered as having been given consignor or consignee, as the case may be.</p>
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<b>TARIFF MSTR 6004-D</b>		
		<b>PART 3 - SPECIAL CAR DEMURRAGE RULES AND CHARGES</b>
		<b>SECTION 1500 - DEMURRAGE RELIEF FOR THE ALUMINUM CO. OF AMERICA (ALCOA) AT MASSENA, NY</b>
1500	ACTUALLY OR	For holding actually or constructively placed gondola cars and flat cars, Alcoa will pay to

(I)	CONSTRUCTIVELY PLACED EMPTY, GONDOLA AND FLAT CARS	MSTR, after free time (24 hours), a per car charge of : \$23.00 (I) for each of the first four (4) chargeable days; \$34.00 (I) for each of the next 86 days; \$69.00 (I) for each subsequent day.
1501 (I)	UNASSIGNED, EMPTY GONDOLA AND FLAT CARS AWAITING ACTUAL OR CONSTRUCTIVE PLACEMENT ORDERS	For storing unassigned, empty gondola cars and flat cars awaiting actual or constructive placement orders, Alcoa will pay to MSTR, after free time (24 hours), a charge of:  \$21.00 (I) per car per day until the orders are received.  Upon receipt of placement orders, the applicable demurrage charges shown in Item 1500 will be assessed, without allowance for additional free time beyond the initial free time specified in Item 1500.
1502	RECORDKEEPING	Records are to be maintained by MSTR and Alcoa by car number and date cars arrive, are placed, and are shipped. Demurrage and storage charges are in addition to all other charges lawfully applicable to transportation of gondola and flat cars from Massena, NY, to final destinations. =====