

# GETTYSBURG & NORTHERN RAILROAD CO.

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## FREIGHT TARIFF GET 8998-J

(Replaces GET 8998-I in its entirety)

NAMING

STORAGE RULES AND CHARGES

APPLYING AT STATIONS

ON THE

GETTYSBURG & NORTHERN RAILROAD CO.

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## RAILCAR STORAGE TARIFF

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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: December 10, 2013**

**EFFECTIVE: January 1, 2014**

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**ISSUED BY:**  
Pioneer Railcorp Commercial Department  
Acting as Agent for Subscribing Carrier  
5619 DTC Parkway, Suite 650  
Greenwood Village, CO 80111

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## FREIGHT TARIFF GET 8998-J (continued)

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### RULES AND OTHER GOVERNING PROVISIONS GENERAL RULES AND REGULATIONS

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#### ITEM 10

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

Where reference is made to this tariff, items, notes, rules, etc., such references are continuous and include supplements to successive issues of such tariffs and reissues of such items, notes, rules, etc.

Where reference is made in this tariff to another tariff by ICC number, such reference applies also to such tariff to the extent it may be applicable on intrastate traffic.

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#### ITEM 20

##### METHOD OF CANCELLING ITEMS

As this tariff is supplemented, numbered items with letter suffixes cancel correspondingly 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 365-A in a prior supplement, which in turn cancelled 365?

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#### ITEM 30

##### 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".

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### SECTION 1 FREIGHT SERVICE RAIL CARS

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#### ITEM 100

##### EMPTY RAILCARS

The rate for EMPTY "Freight Service Railcars" (in interchange condition) stored on the GETTYSBURG & NORTHERN RAILROAD CO. (GET) applies only to (1) railcars with outside length (OSL) not exceeding 70 ft.; or to (2) railcars with outside length (OSL) >70 ft. but n/e 90 ft. Charges are as follows:

##### NON-HAZARDOUS (ONLY) EMPTY RAIL CARS

- (1) \$4.00/car per day, with a thirty (30)-day minimum (unless otherwise agreed) – OSL n/e 70 ft.
- (2) \$6.00/car per day, with a thirty (30)-day minimum (unless otherwise agreed) – OSL >70 ft. but n/e 90 ft.

An inbound switch charge of \$250.00 per car, as well as an outbound switch charge of \$250.00 per car will apply on the movement of empty non-hazardous railcars. Switch charges must be pre-paid prior to cars being received, or GET reserves the right to refuse the cars. This rate(s) does not include any charges of any connecting carrier (e.g. intermediate switching, bridge fees, trackage rights fees, maintenance fees, etc.), and these charges will be in addition to above switch charges.

If the inbound Switch charge has not been collected prior to the cars being billed off of the railroad, the outbound switch fee will be \$750.00 per non-hazardous empty rail car, and must be prepaid by electronic fund transfer prior to the car(s) being interchanged. Additionally, cars will not be interchanged until all accrued storage fees are collected via electronic fund transfer. Storage fees will continue to accrue on the railcars up to the date electronic fund transfer is made.

If cars change ownership while in storage on the GET and/or when moved/billed offline by a party other than the original party with whom storage agreement was made, the outbound switch charge for moving the cars offline will be due and payable by the new owner/party billing the cars offline. Additionally, any/all storage charges continuing to accrue on such cars after change of ownership will be billed to and due and payable by the new owner/party. All such charges for the offline switch and storage will be paid to the GET with payment due prior to the cars moving to interchange.

The above charges apply to both short-term and long-term storage.  
All monies are due and payable to the GET prior to GET moving the empty storage car (s) to interchange.

**NOTE: All railcars being stored shall be considered fungible, and if Owner requests that less than the total number of cars in storage be removed from storage and delivered to interchanging carrier, GET may move such individual Railcars as may be convenient. If Owner requires particular Railcars, GET may, but is under no obligation to, provide such individual Railcars, but shall have the right to assess additional switch charges for such service.**

**FREIGHT TARIFF GET 8998-J (continued)**

**ITEM 100 (cont'd)**

**EMPTY RAIL CARS**

**HAZARDOUS EMPTY RAILCARS**

- (1) \$15.00 per day, with a thirty (30)-day minimum (unless otherwise agreed) – OSL n/e 70 ft.
- (2) \$20.00/car per day, with a thirty (30)-day minimum (unless otherwise agreed) – OSL >70 ft. but n/e 90 ft

An inbound switch charge of \$500.00 per car, as well as an outbound switch charge of \$500.00 per car will apply on the movement of empty hazardous railcars . Switch charges must be pre-paid prior to cars being received, or GET reserves the right to refuse the cars. This rate(s) does not include any charges of any connecting carrier (e.g. intermediate switching, bridge fees, trackage rights fees, maintenance fees, etc.), and these charges will be in addition to above switch charges

If the inbound Switch charge has not been collected prior to the cars being billed off of the railroad, the outbound switch fee will be \$1500.00 per hazardous empty rail car, and must be prepaid by electronic fund transfer prior to the car(s) being interchanged. Additionally, cars will not be interchanged until all accrued storage fees are collected via electronic fund transfer. Storage fees will continue to accrue on the railcars up to the date electronic fund transfer is made.

If cars change ownership while in storage on the GET and/or when moved/billed offline by a party other than the original party with whom storage agreement was made, the outbound switch charge for moving the cars offline will be due and payable by the new owner/party billing the cars offline.. Additionally, any/all storage charges continuing to accrue on such cars after change of ownership will be billed to and due and payable by the new owner/party, with all charges for both switching and storage to be paid to the GET with payment due/received prior to the cars moving to interchange.

The above charges apply to both short-term and long-term storage.  
All monies are due and payable to the GET prior to GET moving the empty storage car(s) to interchange

**NOTE: All railcars being stored shall be considered fungible, and if Owner requests that less than the total number of cars in storage be removed from storage and delivered to interchanging carrier, GET may move such individual Railcars as may be convenient. If Owner requires particular Railcars, GET may, but is under no obligation to, provide such individual Railcars, but shall have the right to assess additional switch charges for such service.**

**ALL EMPTY RAILCARS will be accepted and held in storage, BY PRIOR AGREEMENT ONLY. Any empty cars received by GET without GET's prior knowledge and consent will be REJECTED, REFUSED IN INTERCHANGE, OR RETURNED TO SHIPPER ORIGIN.**

**\*\*\*\*\*ALL CAR STORAGE IS SUBJECT TO TRACK SPACE AVAILABILITY.**

Consent & agreement to take cars into storage must first be given, prior to shipping rail cars. Please contact:

**Manager – Railcar Storage  
GETTYSBURG & NORTHERN RAILROAD CO.  
5619 DTC Parkway, Suite 650  
Greenwood Village, CO 80111  
Email: railcarstorage@pioneer-railcorp.com**

Railroad's liability shall be limited to damage or destruction of any railcar due solely to the negligence or fault of RAILROAD. RAILROAD shall not be liable for any loss, damage or destruction of any railcar due to vandalism, or other third party action, or any natural disaster or act of nature, nor shall RAILROAD be liable for the loss of or damage to the contents or lading of any railcar, regardless of negligence. RAILROAD is handling these railcars for the purpose of providing track for storage, at the request of OWNER and/or SHIPPER, and OWNER and/or SHIPPER agrees therefore, that it is not entitled to the lading damage protection, which would ordinarily be available if these cars were being hauled as revenue loads.

GET will have the right to place empty railcars on any track it deems necessary and does not have to notify the owner and/or shipper each time a railcar is moved on the Railroad.

RAILROAD shall have NO liability for the contents of any loaded/partially loaded car, or any residue remaining in or on Railcars stored as "empty". By interchanging such railcars as "empty", OWNER and/or SHIPPER agrees to indemnify and hold harmless RAILROAD and its officers, directors, employees, agents, insurers, parents, subsidiaries, other affiliated entities, and the officers, directors, employees, agents and insurers of all such affiliated entities, of and from any loss, liability, damages, fines, expenses, (including court costs and attorney fees), or other costs caused by or resulting from any leak, spill seepage, escape, or other release of any residue, load or partial load of any substance in or on any such railcar delivered to RAILROAD. OWNER and/or SHIPPER hereby agrees that upon notification by RAILROAD it will at OWNER'S and/or SHIPPER'S sole expense, promptly clean up any residue, commodity or other material, which has leaked, spilled, seeped or escaped from the railcar onto the track or right of way of RAILROAD, or any adjacent property. In the event OWNER and/or SHIPPER does not clean up the leak, spill, seepage, or escape to the Satisfaction of RAILROAD, then RAILROAD shall have the right to clean up the leak, spill, seepage, or escape and bill OWNER and/or SHIPPER.

## FREIGHT TARIFF GET 8998-J (continued)

### ITEM 100 (cont'd)

### EMPTY RAIL CARS

This storage tariff **DOES NOT** give the OWNER and/or SHIPPER THE RIGHT OF ENTRY. Right of entry must be applied for and obtained by contacting:

GETTYSBURG & NORTHERN RAILROAD CO.  
5619 DTC Parkway, Suite 650  
Greenwood Village, CO 80111  
Email: apps@pioneer-railcorp.com

GET will not assume nor be responsible for any car hire charges for railcars while stored on the GET.

If any railcar is required to be switched to a track on GET at customer's request, for any reason – e.g. inspection, repairs, etc., - prior to car moving to interchange (track designation will be at GET's discretion) there will be an additional switch charge of \$150.00/car which will apply in each direction. (Does not include passenger cars or other rolling stock – See Item 120).

GET provides storage space and is not a bailee. GET assumes no liability for vandalism or other damage caused by third parties while cars are in storage. GET assumes no liability for loss of or damage to lading of loaded/partially loaded cars in storage. Shipper assumes all risk of loss or damage or such lading and should arrange for such risks to be covered by their insurance.

### ITEM 110

### LOADED OR PARTIALLY LOADED STORAGE CARS

The storage rate for LOADED OR PARTIALLY LOADED "Freight Service Railcars" (in interchange condition) stored on the GETTYSBURG & NORTHERN RAILROAD CO. (GET), applies only to (1) railcars with outside length (OSL) not exceeding 70', and to (2) railcars with outside length (OSL) > 70 ft. but n/e 90 ft. Charges are as follows, when containing commodities classified as:

#### **NON-HAZARDOUS (ONLY) LOADED OR PARTIALLY LOADED RAILCARS**

- (1)\$20.00 per car per day storage fee, with a thirty (30)-day minimum unless otherwise agreed – OSL n/e 70 ft.
  - (2)\$25.00 per car per day storage fee, with a thirty (30)-day minimum, unless otherwise agreed – OSL >70 ft. but n/e 90 ft.
- Note: These rates are not applicable on dimensional traffic/hi-wide/hvy wt., etc. (See below)
- (3)\$75.00 per car per day storage fee – applies only on privately owned/leased/zero rated cars. Such loads moved on RR equipment will be subject to demurrage rules and charges while on line.

The above charges apply to both short-term and long-term storage.

All monies are due and payable to the GET prior to GET moving the empty storage car(s) to interchange.

Cars will not be interchanged until all accrued storage fees are collected via electronic fund transfer. Storage fees will continue to accrue on the railcars up to the date electronic fund transfer is made.

**ALL LOADED/PARTIALLY LOADED RAILCARS will be accepted and held in storage, BY PRIOR AGREEMENT ONLY. Any such car received by GET without GET's prior knowledge and consent will be REJECTED. REFUSED IN INTERCHANGE, OR RETURNED TO SHIPPER ORIGIN.**

**For GET transportation/shipping rates of loaded/partially loaded cars, please email us via: apps@pioneer-railcorp.com.**

\*\*\*\*\* **ALL CAR STORAGE IS SUBJECT TO TRACK SPACE AVAILABILITY.**

Prior to shipping railcars to be held in storage, please contact:

**Manager - Railcar Storage**  
**GETTYSBURG & NORTHERN RAILROAD CO.**  
**5619 DTC Parkway, Suite 650**  
**Greenwood Village, CO 80111**  
**Email: railcarstorage@pioneer-railcorp.com**

**All railcars being stored shall be considered fungible, and if Owner requests that less than the total number of cars in storage be removed from storage and delivered to interchanging carrier, GET may move such individual Railcars as may be convenient. If Owner requires particular Railcars, GET may, but is under no obligation to, provide such individual Railcars, but shall have the right to assess additional switch charges for such Service.**

Railroad's liability shall be limited to damage or destruction of any railcar due solely to the negligence or fault of RAILROAD. RAILROAD shall not be liable for any loss, damage or destruction of any railcar due to vandalism, or other third party action, or any natural disaster or act of nature, nor shall RAILROAD be liable for the loss of or damage to the contents or lading of any railcar, regardless of negligence. RAILROAD is handling these railcars for the purpose of providing track for storage, at the request of OWNER and/or SHIPPER, and OWNER and/or SHIPPER agrees therefore, that it is not entitled to the lading damage protection, which would ordinarily be available if these cars were being hauled as revenue loads.

GET will have the right to place empty railcars on any track it deems necessary and does not have to notify the owner and/or shipper each time a railcar is moved on the Railroad.

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**FREIGHT TARIFF 8998-J** (continued)

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**ITEM 110      LOADED OR PARTIALLY LOADED STORAGE CARS**  
**(continued)**

RAILROAD shall have NO liability for the contents of any loaded/partially loaded car, or any residue remaining in or on Railcars stored as "empty". By interchanging such railcars as "empty", OWNER and/or SHIPPER agrees to indemnify and hold harmless RAILROAD and its officers, directors, employees, agents, insurers, parents, subsidiaries, other affiliated entities, and the officers, directors, employees, agents and insurers of all such affiliated entities, of and from any loss, liability, damages, fines, expenses, (including court costs and attorney fees), or other costs caused by or resulting from any leak, spill seepage, escape, or other release of any residue, load, or partial load of any substance in or on any such railcar delivered to RAILROAD. OWNER and/or SHIPPER hereby agrees that upon notification by RAILROAD it will at Owner's and/or Shipper's sole expense, promptly clean up any residue, commodity or other material, which has leaked, spilled, seeped or escaped from the railcar onto the track or right of way of RAILROAD, or any adjacent property. In the event OWNER and/or SHIPPER does not clean up the leak, spill, seepage, or escape to the Satisfaction of RAILROAD, then RAILROAD shall have the right to clean up the leak, spill, seepage, or escape and bill OWNER and/or SHIPPER.

This storage tariff **DOES NOT** give the OWNER and/or SHIPPER THE RIGHT OF ENTRY. Right of entry must be applied for and obtained by contacting:

GETTYSBURG & NORTHERN RAILROAD CO.  
5619 DTC Parkway, Suite 650  
Greenwood Village, CO 80111  
Email: apps@pioneer-railcorp.com

GET will not assume nor be responsible for any car hire charges for railcars while stored on the GET. If any railcar is required to be switched to a track on GET at customer's request, for any reason, eg. inspection, repairs, etc., - prior to car moving to interchange (track designation will be at GET's discretion) there will be an additional switch charge of \$150.00/car which will apply in each direction. (Does not include dimensional loads/hi-wide/hvy wt traffic, passenger cars or other rolling stock, - See Item 120). If any dimensional/hi-wide/hvy wt railcar is required to be switched to a track on GET at customer's request, for any reason, eg. inspection, repairs, etc., - prior to car moving to interchange (track designation will be at GET's discretion) there will be an additional switch charge of \$500.00/car which will apply in each direction.

GET provides storage space and is not a bailee. GET assumes no liability for vandalism or other damage caused by third parties while cars are in storage. GET assumes no liability for loss of or damage to lading of loaded/partially loaded cars in storage. Shipper assumes all risk of loss or damage or such lading and should arrange for such risks to be covered by their insurance.

**NOTE:      HAZARDOUS – LOADED OR PARTIALLY LOADED RAILCARS**  
**WILL NOT BE HELD STORAGE**

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**SECTION 2**  
**PASSENGER CARS AND ALL OTHER ROLLING STOCK - RULES AND CHARGES**  
**(Excluding Locomotives)**

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**ITEM 120**  
**STORAGE RATES FOR PASSENGER CARS, ETC.**  
**(excludes locomotives)**

The rate for storage of passenger cars or other rolling stock, excluding locomotives, is \$20.00 per car per day, with a thirty-(30) day minimum, unless otherwise agreed. A switch charge of \$2,500.00 will apply and will include both the inbound and outbound move and will be billed on the inbound switch.

All monies are due and payable to GET, prior to GET moving the car off line.

If car(s) change ownership while in storage on the GET and/or when moved/billed offline by a party other than the original party with whom storage agreement was made, an outbound switch charge of \$1500.00 for moving the cars offline will be due and payable by the new owner/party billing the cars offline. Additionally, any/all storage charges continuing to accrue on such cars after change of ownership will be billed to and due and payable by the new owner/party. All such charges for the offline switch and storage will be paid to the GET with payment due prior to the cars moving to interchange.

Railroad's liability shall be limited to damage or destruction of any railcar due solely to the negligence or fault of RAILROAD. RAILROAD shall not be liable for any loss, damage or destruction of any railcar due to vandalism, or other third party action, or any natural disaster or act of nature, nor shall RAILROAD be liable for the loss of or damage to the contents or lading of any railcar, regardless of negligence. RAILROAD is handling these railcars for the purpose of providing track for storage, at the request of OWNER and/or SHIPPER, and OWNER and/or SHIPPER agrees, therefore, that it is not entitled to the lading damage protection, which would ordinarily be available if these cars were being hauled as revenue loads.

Railroad has the right to place these cars on any track it deems necessary and does not have to notify OWNER and/or SHIPPER any/each time a railcar is moved on the RAILROAD.



**FREIGHT TARIFF GET 8998-I** (continued)

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**SECTION 3**  
**ADDITIONAL TERMS AND CONDITIONS** (continued)

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SPECIAL SWITCH SERVICE (outside days/hours of normal work week) will be at the rate of \$1,300.00 per occurrence, with a maximum time on duty of four (4) hours and will include the use of one (1) locomotive. Each hour or portion thereof, exceeding four hours on duty, will be billed at the rate of \$250.00/hour - total time on duty not to exceed twelve (12) hours. Use of each additional locomotive required will be at the rate of \$250.00 per hour with a (4) hour minimum.

GET provides storage space and is not a bailee. GET assumes no liability for vandalism or other damage caused by third parties while cars are in storage. GET assumes no liability for loss of or damage to lading of loaded/partially loaded cars in storage. Shipper assumes all risk of loss or damage to such lading and should arrange for such risks to be covered by their insurance.

The GET reserves the right to institute lien proceedings on any stored railcar if any money owed GET falls more than thirty (30) days in arrears. The GET will also charge interest in the amount of 1% per day, or a \$1.00 per day minimum on all uncollected balances as well as ALL COSTS OF COLLECTION or the maximum allowed under Pennsylvania law.

**Note: No switching charges of any kind of any connecting carrier are included in these rates in any ITEM and if applicable, will be in addition to the charges noted. Additionally, any fees or charges billable to the GET in order for it to complete the move(s) to or from interchange will be in addition to these rates, if applicable. (e.g. - bridge fees, haulage charges, trackage rights fees, etc.)**

**No charges in this tariff will apply to dimensional traffic, hi-wide/hvy load, etc. unless so specifically noted otherwise.**

- E N D -