

FT DRIR 8000-C
(Cancels FT DRIR 8000-B)

DENVER ROCK ISLAND RAILROAD



FREIGHT TARIFF DRIR 8000-C

(Cancels Freight Tariff 8000-B)

NAMING

GENERAL CAR DEMURRAGE AND STORAGE RULES AND CHARGES

AND

SWITCHING AND TERMINAL RULES AND CHARGES

APPLYING AT ALL POINTS ON THE

DENVER ROCK ISLAND RAILROAD

LOCAL TARIFF

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

ISSUED: July 22, 2014

EFFECTIVE: September 1, 2014

ISSUED BY:

Thomas Z. Mars
President
Denver Rock Island Railroad
3400 East 56th Ave.
Commerce City, CO 80022

FREIGHT TARIFF DRIR 8000-C

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For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.

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<p align="center">RULES AND REGULATIONS - UNLIMITED</p>	<p align="center">SECTION 1 CAR DEMURRAGE AND STORAGE RULES AND CHARGES</p>
<p>ITEM 50</p> <p align="center">PAYMENT AND CREDIT TERMS</p> <p>Customer shall be liable for the payment of any and all demurrage and other charges accruing on traffic from, to and at stations on the DRIR. Nothing herein shall limit the right of the DRIR to require at time of movement, shipment or delivery the prepayment or guarantee of such charges. Customer will pay DRIR immediately upon presentation of a bill therefor by the DRIR. The DRIR will not accept shipment from customer, make delivery of shipment to customer, or accept request for any other movement of car without payment or guarantee of all outstanding and current charges, unless customer has entered into an agreement for credit with the DRIR. DRIR reserves the right, at its sole discretion, to cancel the credit of any customer at any time.</p> <p>When cars are held by the DRIR, such cars will be considered constructively placed and subject to demurrage charges in Item 150 of FT DRIR 8000-series when held beyond the free time allowed.</p> <p>Except as otherwise provided herein, invoices are due and payable thirty (30) days following the date of the invoice. In the event that the invoice has not been paid, or payment has not been received by customer within fifteen (15) days after such payment is due, a late payment charge of one percent (1%) or \$3.00 minimum shall be assessed on the outstanding balance owed. In addition, a finance charge of one percent (1%) per month shall be assessed on the outstanding balance owed (including payments, late payment charges, and finance charges.) Payments shall be applied first to finance charges, second to late payment charges, and then to the outstanding balance. [C]</p> <p>DRIR shall be entitled to recover all attorneys fees, costs and expenses incurred by DRIR for the collection of any debt.</p>	<p>ITEM 100</p> <p align="center">APPLICATION</p> <p>Except where provided to the contrary, Demurrage Rules and Charges contained herein apply to all railroad owned, leased, or controlled cars and private cars held for or by consignor or consignee for any purpose on railroad tracks.</p>
	<p>ITEM 110</p> <p align="center">HOLIDAYS</p> <p>Wherever reference is made to "holidays," it shall mean only the days listed below:</p> <p>New Year's Day – January 1 (See Note 1) Memorial day – Last Monday of May Independence Day – July 4 (See Note 1) Labor Day – First Monday of September Thanksgiving Day – Fourth Thursday of November Christmas Day – December 25 (See Note 1)</p> <p>Note 1 - When this date occurs on a Sunday, the following Monday will be observed as the holiday.</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	<p>ITEM 120</p> <p align="center">DEFINITIONS</p> <p>The following definitions define and govern the provisions outlined in this tariff.</p> <p>ACTUAL PLACEMENT – When a car(s) is placed in an accessible position for loading or unloading, or at a point designated by consignor or consignee.</p> <p>CONSIGNEE – The party to whom a shipment is consigned, or the party entitled to receive the shipment.</p> <p>CONSIGNOR – The party in whose name a car(s) is ordered; or the party who furnishes forwarding instructions.</p> <p>CONSTRUCTIVE PLACEMENT - When a car(s) cannot be actually placed due to any condition attributable to the consignor or consignee, such car(s) will be held on DRIR's tracks and notice will be provided to the consignor or consignee that the car(s) is held awaiting disposition instructions.</p> <p>DEMURRAGE DAY – A twenty-four hour period (calendar day), or part thereof, commencing at 0001 after tender.</p> <p align="center">(Continued on next page)</p>

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SECTION 1 CAR DEMURRAGE AND STORAGE RULES AND CHARGES	SECTION 1 CAR DEMURRAGE AND STORAGE RULES AND CHARGES
<p>ITEM 120 (Cont'd)</p> <p style="text-align: center;">DEFINITIONS</p> <p>DISPOSITION – Information, including forwarding instructions or release, that allows DRIR to either tender or release the car(s) from the consignor's or consignee's account.</p> <p>EMPTY CARS ORDERED NOT USED – Suitable empty car(s) made available for loading as ordered and subsequently released without being used in transportation service.</p> <p>EMPTY RELEASE INFORMATION – Advice provided by the consignee to authorized DRIR personnel that the car(s) is unloaded and available. This information must include the identity of the consignee, party furnishing information, and the car(s) initial and number.</p> <p>FORWARDING INSTRUCTIONS – Shipping instructions provided at the point of loading that contain all the necessary information to transport the shipment to its final destination.</p> <p>FREE TIME – Cars for loading or unloading will be allowed seventy-two hours free time. Free time for loaded cars begins at the first 0001 hours after the car is constructively or actually placed and notification is given.</p> <p>LEASE TRACK – Track(s) assigned to a user through a written agreement. Lease tracks will be treated the same as private tracks.</p> <p>LOADING – The complete or partial loading of a car(s) in conformity with loading and clearance rules and the furnishing of forwarding instructions.</p> <p>LOADED CARS – A car(s) that is completely or partially loaded.</p> <p>NOTIFICATION – When required, written or verbal notification will be furnished to the parties entitled to receive notice that the car(s) is available for loading, unloading, or otherwise affected by demurrage provisions.</p> <p>ORDER DATE – The date that the consignor requests empty car(s) to be furnished for loading.</p> <p>PARTIAL UNLOADING – The partial unloading of a car(s) and furnishing of the proper forwarding or handling instructions.</p> <p>PRIVATE CAR(S) – A car(s) bearing other than railroad reporting marks that is not railroad-controlled.</p> <p style="text-align: center;">(Continued in next column)</p>	<p>ITEM 120 (Cont'd)</p> <p style="text-align: center;">DEFINITIONS</p> <p>PRIVATE TRACK – Tracks that are not owned or leased by DRIR.</p> <p>PUBLIC DELIVERY TRACK – Track that is open to the general public for loading and unloading.</p> <p>RAILROAD-CONTROLLED CAR(S) – A car(s) bearing other than railroad reporting marks that is either leased or controlled by a railroad.</p> <p>TENDER – The notification, actual or constructive placement, of an empty or loaded car(s).</p> <p>TIME – Local time is applicable and is expressed on the basis of the 24-hour clock.</p> <p>UNLOADING – The complete unloading of a car(s), and the advice received from the consignee that the car(s) is empty and available to the railroad.</p> <hr/> <p>ITEM 130</p> <p style="text-align: center;">NOTIFICATION TO CONSIGNOR OR CONSIGNEE</p> <p>DRIR will furnish the following notifications as indicated:</p> <p>Cars for Other Than Public Delivery Tracks</p> <ol style="list-style-type: none"> 1. Notice of constructive placement if car(s) are held on DRIR tracks due to reasons attributable to the consignor or consignee. 2. Delivery of car(s) upon tracks of consignee will constitute notice. <p>Cars for Public Delivery Tracks.</p> <ol style="list-style-type: none"> 1. Notice will be given to the party entitle to receive notification when car(s) is actually placed. <p>Notification may be given in writing or electronically, and will contain car initial and number and commodity.</p> <hr/> <p>ITEM 140 [C]</p> <p style="text-align: center;">NOTIFICATION TO DRIR</p> <p>DRIR will accept forwarding instructions, empty release information, or other disposition via email. Such information is to be emailed to one of the following email addresses according to which DRIR yard your facility is in.</p> <p style="padding-left: 40px;"> airlawn@denverrockisland.com stockyards@denverrockisland.com nw@denverrockisland.com </p> <p>The recorded date and time that the instructions are received will govern.</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

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SECTION 1 CAR DEMURRAGE AND STORAGE RULES AND CHARGES	SECTION 1 CAR DEMURRAGE AND STORAGE RULES AND CHARGES
<p>ITEM 150</p> <p align="center">DEMURRAGE PLAN AND PRICES</p> <p>Demurrage will be assessed at a rate of \$75.00 per car per day or fraction thereof for all time in excess of seventy-two hours for loading and unloading from the first 0001 after tender until release. Empty cars constructively or actually placed at carrier convenience will not accrue demurrage until forty-eight hours following requested placement date.</p> <p>Demurrage charges will be accrued on all days, except Holidays that fall as the first chargeable day.</p> <p>Settlement of charges will be made monthly on all car(s) released during each calendar month.</p> <p>Demurrage charges are the responsibility of the party who detained rail cars beyond free time. [C]</p> <p>Private cars on private tracks will not accrue demurrage. Private cars held on railroad tracks are subject to demurrage charges.</p>	<p>ITEM 170</p> <p align="center">STORAGE / HOLD CHARGE (See Note, this item)</p> <p>Cars stored/held on tracks of this railroad at the request of consignor or consignee or for the convenience of this railroad, will be subject to storage/hold charge of \$15.00 per car per day, or fraction of a day, computed from day car is first stored/held until day car is released from storage/hold tracks. Charges will be billed monthly.</p> <p>NOTE: This railroad does not assume liability beyond reasonable and ordinary care while cars are stored/held on storage/hold tracks, or for loss or damage caused by an Act of God, vandalism or theft. In the event full liability coverage is desired, cost of such coverage will be the responsibility of the customer or owner.</p>
<p>ITEM 160</p> <p align="center">CLAIMS</p> <p>A Claim must be submitted in writing by Registered Letter to the name and number on the bottom of the freight bill within thirty (30) days from the date that the bill for demurrage is rendered. The conditions for submitting the claim should be fully stated. Any claim not filed within thirty (30) days from the date that the demurrage bill is rendered will be declined.</p> <p>If DRIR fails to respond to a Claim within thirty (30) days from the date that the claim was submitted, DRIR will accept the dispute as submitted and credit the account for the value of the disputed amount.</p>	<p>ITEM 180</p> <p align="center">MOVING CARS TO AND FROM STORAGE/HOLD TRACKS</p> <p>This railroad will assess a charge of \$150.00 per car for moving cars to storage/hold tracks, and \$150.00 per car for removing cars from storage/hold tracks.</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

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SECTION 2 SWITCHING AND MISCELLANEOUS CHARGES	SECTION 2 SWITCHING AND MISCELLANEOUS CHARGES													
<p>ITEM 200</p> <p align="center">DEFINITION OF INTRA-PLANT SWITCHING</p> <p>INTRA-PLANT SWITCHING is a switching movement from one track to another track within the same plant or industry, or from one location to another location on the same track within the same plant or industry.</p>	<p>ITEM 240</p> <p align="center">SPECIAL SWITCH</p> <p>Special switches will be provided at \$675.00 per request for the first three hours of switching. Additional special switching hours will be charged at \$225.00 per hour. Requests must be received in writing prior to any special switches being performed. DRIR will review all requests for special switches and will approve or deny such requests depending on railroad availability.</p> <p>For purposes of this item, switching requests that involve pulling and respotting cars in order to extract specific cars otherwise blocked constitute a special switch.</p>													
<p>ITEM 210</p> <p align="center">INTRA-PLANT SWITCHING</p> <p>DRIR will perform intra-plant switching on loaded or empty cars at a charge of \$150.00 per car.</p>	<p>ITEM 260</p> <p align="center">EMPTY CARS ORDERED OR SUPPLIED FOR SPECIFIC DESTINATIONS OR JUNCTIONS</p> <p>Empty cars that are ordered or supplied for specific destinations or junctions that are loaded and billed to travel other than ordered or supplied route will incur a charge of \$500.00 per car. This charge will be assessed by DRIR and is exclusive of any charges assessed by other railroads or the car owner.</p>													
<p>ITEM 220 [I]</p> <p align="center">RECIPROCAL SWITCHING</p> <p>The DRIR will perform reciprocal switching between industries located on the DRIR and connections at Denver, CO at charges shown below:</p> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width:25%;">COMMODITIES</th> <th style="width:25%;">CONNECTIONS</th> <th style="width:50%;">CHARGE (Per Car)</th> </tr> </thead> <tbody> <tr> <td rowspan="2" style="text-align:center;">All Freight</td> <td style="text-align:center;">BNSF</td> <td style="text-align:center;">\$460.00</td> </tr> <tr> <td style="text-align:center;">UP</td> <td style="text-align:center;">\$460.00</td> </tr> <tr> <td rowspan="2" style="text-align:center;">Empty Tank Car Inbound for cleaning/ outbound empty</td> <td style="text-align:center;">BNSF</td> <td style="text-align:center;">\$152.50</td> </tr> <tr> <td style="text-align:center;">UP</td> <td style="text-align:center;">\$152.50</td> </tr> </tbody> </table>	COMMODITIES	CONNECTIONS	CHARGE (Per Car)	All Freight	BNSF	\$460.00	UP	\$460.00	Empty Tank Car Inbound for cleaning/ outbound empty	BNSF	\$152.50	UP	\$152.50	<p>ITEM 270 [C]</p> <p align="center">EMPTY CARS NOT USED</p> <p>(1) - If DRIR receives a car order for empty cars and such order is canceled after DRIR has applied cars to the order, a charge of \$200.00 per car will be assessed to the ordering party.</p> <p>(2) - Any car interchanged to DRIR empty and car is not loaded but returned empty to DRIR for outbound interchange, a charge of \$200.00 per car will be assessed to the shipper. [A]</p>
COMMODITIES	CONNECTIONS	CHARGE (Per Car)												
All Freight	BNSF	\$460.00												
	UP	\$460.00												
Empty Tank Car Inbound for cleaning/ outbound empty	BNSF	\$152.50												
	UP	\$152.50												
<p>ITEM 230 [A]</p> <p align="center">NON-ABSORPTION OF INTERMEDIATE SWITCHING CHARGES</p> <p>The DRIR will not absorb \$200.00 per car intermediate switch charge of UP at Denver, CO on traffic originating at North Yard and Airlawn, CO moving in connection with BNSF. Payment of such charges will be the responsibility of the customer, and to be billed and collected by the DRIR.</p>	<p>ITEM 280</p> <p align="center">CARS ERRONEOUSLY RELEASED</p> <p>A charge of \$150.00 per car will be assessed for loaded cars reported empty or for empty car reported loaded when such errors are noted by DRIR personnel subsequent to the patron releasing cars.</p>													
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>														

FREIGHT TARIFF DRIR 8000-C

<p align="center">SECTION 2 SWITCHING AND MISCELLANEOUS CHARGES</p>	<p align="center">SECTION 3 HAZARDOUS MATERIALS (Excluding Toxic Inhalation/Poison Hazard Materials (TIH/PIH))</p>
<p>ITEM 285 [A] CARS RETURNED TO DRIR DUE TO IMPROPER “FORWARDING INSTRUCTIONS” OR “BILLING” (BILL OF LADING/WAYBILL)</p> <p>Any car returned to the DRIR by a connecting carrier due to the fault of the shipper will be charged a \$460.00 per car error fee to be paid by the Shipper.</p>	<p>ITEM 300</p> <p align="center">HAZARDOUS MATERIALS (Excluding Toxic Inhalation/Poison Hazard Materials (TIH/PIH))</p> <p>The shipper of any hazardous commodity shipped via DRIR shall indemnify DRIR harmless for any and all loss, liability or cost whatsoever that DRIR may incur or be held responsible for, to the extent that such liability is due to, or arising from, defects in failure of shipper’s cars and equipment due to shipper’s failure to conduct proper or appropriate pre-shipment inspection of the cars as described in 40 CFR Sec. 173.31 (b) or mis-identification of commodity shipped.</p>
<p>ITEM 290 [A] ERROR DELIVERY AND SETBACK CHARGE</p> <p>When loaded or empty cars are delivered to DRIR in error by connecting carriers and are returned to the same carrier without being loaded or emptied, a charge of \$460.00 per car will be assessed to the connecting carrier. (See Note)</p> <p>Note - DRIR will not be responsible for car hire on these cars, and will reclaim from the connecting carrier all car hire assessed.</p>	<p>Pursuant to 40 CFR § 174.16, Consignees are required to accept delivery of carload traffic of hazardous materials within 48 hours after notice of arrival has been sent or given to the Consignee. Consignees that anticipate that they will not routinely be able to accept delivery in a timely fashion should make alternative arrangements for storage of cars. DRIR does not hold themselves out to provide storage of cars containing hazardous materials.</p> <p>Explosives are defined as Class A,B, and C Explosives as named in Part 172, Commodity list, Tariff Bureau of Explosives (BOE) 6000-Series.</p>
<p>ITEM 295 [A] TURNING OF CARS TO PERMIT LOADING OR UNLOADING, ETC.</p> <p>If cars are turned at request of customer to facilitate loading or unloading, or for any other purpose, a charge of \$150.00 per car per occurrence will be assessed and will be in addition to all other applicable charges. (See Note)</p> <p>Note - The above charge will not apply to properly placarded boxcars.</p>	<p>Hazardous Materials are defined as “Hazardous Wastes” and “Hazardous Substances” as named in Hazardous Materials Regulations of the U.S. Department of Transportation in 40 Code of Federal Regulations (CFR) 260 through 263 and 49 CFR 171.8 or successor thereof.</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

FREIGHT TARIFF DRIR 8000-C

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

FT - Freight Tariff
BNSF - BNSF Railway Company
DRIR - Denver Rock Island Railroad
UP - Union Pacific Railroad
NT - Net Ton

[A] - Addition
[I] - Increase
[NC] - Brought forward without change
[R] - Reduction