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# GREEN MOUNTAIN RAILROAD CORP

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FREIGHT TARIFF VRS 9300

RAIL TRUCK TRANSFER TARIFF

PROVIDING SERVICE

ON

PROPANE

(STCC: 2912111)

AT

FACILITIES LISTED IN ITEM 120

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**ISSUED: July 1, 2015**

**EFFECTIVE: JULY 1, 2015**

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

ISSUED BY

Gerry Racette, Vice President –  
Business Development  
Vermont Rail System  
One Railway Ln  
Burlington VT 05401

**ITEM 2****PARTICIPATING CARRIERS****ABBREVIATION:**

GMRC

**NAME OF CARRIER:**

GREEN MOUNTAIN RAILROAD CORP

**ITEM 5****DESCRIPTION OF GOVERNING  
CLASSIFICATION AND EXCEPTION**

The terms "Uniform Classification" and "Exceptions thereto," when used herein, mean, Uniform Freight Classification UFC 6000-series, Uniform Classification Committee Agent. (Rates will not be subject to Rule 24 of Uniform Freight Classification or Exceptions thereto.)

**ITEM 10****HAZARDOUS FREIGHT**

Shipments of hazardous freight under this tariff are subject to regulations of the U.S. Department of Transportation as shown in Bureau of Explosives, STB BOE 6000 – series, C. Keller, Agent.

**ITEM 15****STATION LIST AND CONDITIONS**

This tariff is governed by the "Official Railroad Station List," OPSL 6000-series, issued by Railinc, Agent, to the extent shown below: For additions and abandonments of stations, and, except as otherwise shown herein, for prepay requirements, change in names of stations, restrictions as to acceptance or delivery of freight, and changes in station facilities. When a station is abandoned as of a date specified in the above named tariff, the rates from and to such station as published in this tariff is inapplicable on and after that date.

**ITEM 20****REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.**

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

**ITEM 75****METHOD OF CANCELING ITEMS**

As this tariff is supplemented, numbered items with letter suffices 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 Item 365-A in a prior supplement, which, in turn, cancelled Item 365.

**ITEM 100****METHOD OF DENOTING REISSUED MATTER IN SUPPLEMENTS**

Matter brought forward without change from one supplement to another will not be designated as "Reissued" by a reference mark. To determine its original effective date, consult the supplement in which the reissued matter first became effective.

**ITEM 110****TERMINAL SERVICES; CONDITIONS**

Customer shipments will only be accepted as capacity is available at Terminal.

Unless otherwise agreed upon in writing by the Customer and GMRC, all propane shipped by Customers must be odorized prior to arrival at Terminal by Customers or their agents utilizing ethyl mercaptan or other appropriate odorants. Propane delivered under the terms of this tariff must meet the minimum odor standards applicable on the date of the tank car bill of lading as stated on the Hazardous Material Regulations 49 CFR § 173.315(b)(1) or any successor regulations.

Customer shall indemnify and hold harmless GMRC, its affiliates and contractors, and their respective directors, officers, employees and agents, from and against any and all claims, losses, costs, expenses, damages, lawsuits, attorneys' fees, and court costs arising out of Customer's or its motor carriers, or their respective employees' or agents' failure to comply with one or more terms or conditions of this tariff or presence at or use of Terminal, including, but not limited to, property damage of any kind and personal injury to or death of any persons. This indemnification obligation shall survive the completion of the last transfer of propane and release of railcar and the termination, expiration, or non-renewal of any agreement related thereto.

This tariff does not and is not intended to confer any rights or remedies upon any person other than the parties.

GMRC is not liable for any loss, damage, mis-delivery or non-delivery caused by acts of God, war, terrorism, riots, strikes, labor disputes, weather conditions, public enemies, or public authorities.

**ITEM 120****APPLICATION**

The provisions of this tariff will apply on propane at designated GMRC facilities at the following locations:

6 Bezanson Rd; Bellows Falls VT 0510  
(Station: Rockingham VT)

The Terminal facilities listed above are operated by GMRC or its agents. The purpose of this tariff is to advise GMRC shippers of the services they may expect when utilizing the Terminal. Arrangements for service at Terminal facilities shall be made between the shipper and GMRC. Upon request of the shipper, the terminal services named herein will be performed as described herein, which involve a GMRC movement to or from the above terminals, subject to the charges, rules and regulations published herein.

## **ITEM 125**

### **MOTOR CARRIER ACCESS**

Every motor carrier shall exercise, and shall cause its employees and agents to exercise, a high level of caution at all times while within the Terminal. Motor carrier shall take all steps necessary to keep informed and to keep its employees and agents informed of conditions and activities at the Terminal where motor carrier is present. Motor carrier shall conduct, and cause its employees and agents to attend, safety training programs to promote the recognition of and appropriate response to risk at the Terminal.

The motor carrier will be responsible for its equipment at all times and the driver must remain with the vehicle while loading or unloading. The motor carrier will comply with all required safety procedures, which will include the removal of vehicle keys from the ignition while transferring hazardous materials. The motor carrier driver must have a valid CDL (Commercial Driver's License) in the driver's possession while conducting activities at the Terminal. All vehicles shall observe a speed limit of 10 miles per hour while in the Terminal. Each Terminal will have available Safety Procedures cards that summarize the safety and emergency requirements in effect at the Terminal.

All motor carriers are responsible for providing their personnel with necessary Personal Protective Equipment.

Portable fire extinguishers are maintained throughout Terminal facilities in accordance with OSHA regulations. The fire extinguishers are identified with signs and/or red stripes above extinguishers. All motor carriers on the premises shall familiarize themselves with the extinguisher locations closest to their work area before commencing their activities. No smoking is allowed on Terminal property unless in a designated smoking area.

As part of their compliance with the OSHA Hazardous Communication requirements, Terminal operators maintain a book of SDS for all hazardous chemicals present in the Terminal. This book is available in the Terminal office for review by any motor carrier personnel.

Prior to transporting any propane as provided for under the terms of this tariff, motor carrier drivers shall inspect the propane for odorant and determine if the propane is odorized utilizing an industry accepted test performed in accordance with industry accepted standards. Customer or its motor carrier agent's driver shall not take any propane which it discovers; should have discovered; or has any reason to believe is not odorized or sufficiently odorized. As between GMRC and Customer, if customer or its motor carrier agent fails to inspect for odorant, the propane is deemed to be properly odorized. Before transporting any propane from GMRC's terminal, motor carrier drivers shall ensure that all DOT required certifications are listed on the bill of lading.

**ITEM 130**

**TRANSFER CHARGES; BILLING**

**TRANSFER CHARGES<sup>(\*)</sup>**

Propane .....\$0.10<sup>(†)</sup> per gallon

<sup>(\*)</sup> Transfer charges cover the transfer of propane from railcar to storage tank and the subsequent transfer of propane from storage tank to truck.

<sup>(†)</sup> A \$0.05 per gallon winter surcharge will be assessed to the Customer on cars with a waybill date from October 1 to March 31 inclusive.

**BILLING OF CHARGES**

Unless arrangements to the contrary are made prior to shipment, charges for facility services described herein will be billed to the shipper or beneficial owner by GMRC.

Charges for services performed at the facilities named in this tariff will accrue only to and be billed by GMRC. If credit privileges are granted (a determination made on an individual basis), terms of payment shall be in accordance with the current credit policy of GMRC.

**ITEM 140**

**TRACK OCCUPANCY CHARGE FOR FORWARD POSITION OF INVENTORY**

Customers that order private cars to be held over 2 days in actual placement status on Terminal tracks will be assessed a \$25 per car per day charge. Private cars will only be held on Terminal tracks as space is available. Customers that order private cars to be held outside of the Terminal will be assessed applicable demurrage or storage charges.

**ITEM 150**

**HOURS OF SERVICE**

Normal working hours at the Terminal are from 0800 to 1600, exclusive of Saturdays, Sundays, and Holidays. (See Item 185)

**ITEM 185**

**HOLIDAYS**

Wherever in this tariff reference is made to "Holidays" it means the following:

- |                  |                            |
|------------------|----------------------------|
| New Year's Day   | Thanksgiving Day           |
| President's Day  | Day after Thanksgiving     |
| Memorial Day     | Christmas Eve (after 1200) |
| Independence Day | Christmas Day              |
| Labor Day        | New Years Eve (after 1200) |

Note: When a holiday occurs on a Saturday or Sunday, the following Monday will be observed as the holiday.