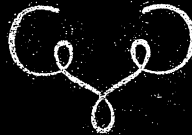




**TRAFFIC AND OPERATING  
CONTRACTS AND AGREEMENTS**

**OF**

**THE PENNSYLVANIA RAILROAD COMPANY**  
**BALTIMORE, MARYLAND**



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**Division Freight Office,  
The Pennsylvania Railroad Company  
Baltimore, Md.**

**By:**

**J. A. Armento, Chief Clerk,  
March, 1942.**

## FOREWORD

The purpose of this booklet is to set forth in brief and concise form, the terms and provisions of the diversified traffic and operating contracts and agreements currently existing in the Baltimore Terminal District, between The Pennsylvania Railroad Company and various other Railroads, Contractors, and other parties.

# **ALPHABETICAL LIST OF TRAFFIC AND OPERATING CONTRACTS AND AGREEMENTS**

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**Subject** Agreement with the Atlantic Transport Company to perform lighterage, floatage and barge service for the Pennsylvania Railroad Company, within the lighterage limits of Baltimore Harbor, Maryland.

**Location** Baltimore, Maryland.

**Agreement Dated** September 24, 1906. Supplemented and amended at various intervals.

**Parties to Agreement** The Northern Central Railway Company and the Philadelphia, Baltimore and Washington Railroad Company, first party (Pennsylvania Railroad), and the Atlantic Transport Company, second party.

**Effective** January 1, 1906. Superseded by agreement of July 1, 1923.

**Terminable** The original agreement of 1906 was limited to a period of 5 years. The agreement of July 1, 1923, now in effect, shall continue without limitation unless terminated by either party on six months' written notice.

**Terms** The lighterage limits of Baltimore Harbor are described as follows:

Both sides of Basin Harbor; north side of Patapsco River to the mouth of Colgate Creek; South side of Patapsco River from Middle Branch to and including Wagner's Point; North and East sides of Middle Branch; Wagner's Point to and including Ferry Point in Curtis Bay; both sides of Curtis Creek from Curtis Bay to Draw Bridge Float Bridge of Ordnance Depot, U. S. A., Curtis Creek; south side of Curtis Bay from Sledd's Point and to and from Thoms Cove.

These limits may be changed at any time by mutual agreement between the Railroad Company and Atlantic Transport Company, subject to adjustment of lighterage rates in accordance with such charges.

The Atlantic Transport Company agrees to:

- (1) Furnish sufficient lighters, carfloats and barges, promptly, to handle the business of the Pennsylvania Railroad Company.
- (2) To accept absolute and unqualified responsibility for the safety of all cars and freight while in its possession.
- (3) To carry the necessary insurance against loss or damage by fire or marine accidents on all cars and freight while in its possession.
- (4) Not to refund or pay to any shipper, consignee or other party interested in the goods transported, any amount or portion thereof, which shall be paid to it by the Pennsylvania Railroad Company for service rendered.
- (5) Render bills to the Pennsylvania Railroad Company each month for services accorded under this agreement.

As compensation for the above services the Pennsylvania Railroad agrees to pay the following scale of rates to the Atlantic Transport Company:

#### **Lighterage**

##### **Domestic Traffic:**

Both sides of Basin and Harbor, north side of Patapsco River to mouth of Colgate Creek, carload and less carload—50 cents per 2000 pounds.

Between Jackson's Wharf and west on north side of Harbor and west of Baltimore & Ohio Railroad Coal Piers, excluding Light Street, carload and less carload—45 cents per 2000 pounds.

(Exception)—**Fertilizer**—Between harbor stations and all points within limits including Wagner's Point not beyond Hanover Street Bridge, carloads—30 cents per 2000 pounds.

**Litterage, Continued****Domestic Traffic:**

Between stations and points within limits beyond Wagner's Point and Hanover Street Bridge, carloads—40 cents per 2000 pounds.

All traffic not specifically provided, within limits of Baltimore Harbor, carloads—45 cents per 2000 pounds.

**Import and Export Traffic**—including freight to and from Pacific Coast points in lighters.

All Freight, any quantity—55 cents per 2000 pounds.

Cotton, any quantity—30 cents per 2000 pounds.

**Floatage**

All traffic, domestic, import or export, less than carload (minimum 10,000 pounds including ferry cars equalling 10,000 pounds), and carload—62½ cents per 2000 pounds.

All traffic, carload and less carload (minimum 10,000 pounds), between Clinton Street and Curtis Bay (Chesapeake & Curtis Bay Railroad, and Curtis Bay Railroad), on which Pennsylvania Railroad Company derives 7 cents per 100 pounds or over—40 cents per 2000 pounds. Less than 7 cents but over \$12.00 per car—\$8.00 per car.

All traffic between Clinton Street, Baltimore and Curtis Bay (Chesapeake & Curtis Bay Railroad, and Curtis Bay Railroad) paying \$12.00 per car and less—\$5.00 per car.

For the following services, charges are collected from shipper or consignee and in turn remitted to the Atlantic Transport Company. These charges are covered by tariff application as published in I. C. C. 2481 and I. C. C. 2494.

\*Floats placed alongside wharf or vessel for loading but returned empty to Clinton Street—\$13.75 per float.

\*Loaded cars sent to Clinton Street and ordered returned to wharf or vessel and unloaded and empties returned—\$6.93 per car.

\*Loaded cars sent to Clinton Street and ordered returned to wharf or vessel unloaded and empties returned loaded for forwarding—\$3.96 per car.

**Remarks**

For the primary purpose of handling the increased banana business through the Port of Baltimore, the Pennsylvania Railroad furnished in June 1938, two ten-car carfloats for use of the Atlantic Transport Co. Another was placed in service June 1939, and two additional in February 1941, making a total of five carfloats now in service.

These floats are owned and maintained by the Pennsylvania Railroad. For the use of same the Atlantic Transport Co. pays the PRR a rate of \$28.00 per round trip made by each individual carfloat, when cars thereon are loaded either to or from the carfloat slip.

The PRR pays the Atlantic Transport Co. for all railroad traffic handled on these five carfloats at the same rate per ton as is paid under the terms of the agreement as outlined herein.

\*These charges are subject to the temporary 6% increase as authorized by the Interstate Commerce Commission, effective March 18, 1942, in Ex Parte 148.

**Subject**

Joint interchange of freight between the Pennsylvania Railroad and the Canton Railroad Co., Baltimore, Md.

The Canton Co. of Baltimore, which was incorporated in 1829, obtained a charter in 1906 for the organization of the Canton Railroad Co. The major portion of this railroad was constructed between 1907 and 1914 in that part of southeast Baltimore known as the Canton district. This railroad serves practically all of the large industrial concerns in that district and operates an extensive marine terminal leased from the Canton Co. It has direct rail connections with the Pennsylvania Railroad, Baltimore & Ohio Railroad, and is reached by the Western Maryland Railway Co. through floatbridge, cars being floated from Port Covington piers of that line.

On May 14, 1913, an agreement was made between the Northern Central Railway, Philadelphia, Baltimore & Washington Railroad (PRR), Baltimore & Ohio Railroad, and the Canton Railroad, wherein the above mentioned trunk lines were to pay the Canton Railroad on all carload freight interchanged, an allowance of 10c per ton, net or gross as rated, with a minimum of \$3.00 per car. On less carload freight an allowance of 10c per ton, net, with a minimum of \$1.00 per car of 5,000 pounds or over. This agreement, which expired at the end of a ten-year period in 1923, was never renewed.

Effective May 1, 1923, switching charges of the Canton Railroad were absorbed by the three Baltimore trunk lines and covered by tariff application. At the present time all Baltimore lines absorb the following switching charges of the Canton Railroad Co., as effective March 28, 1938:

○33 cents per ton, net or gross, as rated, on all carload freight, including overflow cars, with a minimum charge of \$3.96 per car.

○33 cents per ton, net, on less than carload freight, with a minimum charge of \$3.96 per shipment or aggregate shipments interchanged at one given time.

I. C. C. 2352, PRR Tariff 1317-E, covers absorption of the above switching charges.

The following industrial concerns are served by the Canton Railroad Company:

*American Agricultural Chemical Co.	Fertilizer Manufacturing Cooperative, Inc.
American Can Co. (Canton Warehouse)	General Dry Batteries, Inc.
# American Radiator & Standard Sanitary Corp.	Gray Concrete Pipe Co.
* # American Smelting & Refining Co.	# Gross Candle Co., Inc., A.
Anchor Port Fence Company	Katzinger Company, Edward
*Baugh & Sons Co.	# Lever Brothers
# Cambridge Iron & Metal Co.	Petrol Corporation
Chesapeake Shoe Mfg. Co.	Porcelain Enamel & Manufacturing Co.
Chicago Nipple Manufacturing Co.	Potomac Poultry Food Co.
Columbia Specialty Co.	Proctor & Gamble Mfg. Co.
Container Corp. of America	# Revere Copper & Brass, Inc.
Continental Roofing Mills (Ruberoide Co.)	Standard Metal Refining Co.
Crosse & Blackwell Co.	* # Standard Oil Co. of New Jersey
* # Crown Cork & Seal Co., Inc.	Summers Fertilizer Co.
Eastern Rolling Mill Co.	# Waller Corp., M.
	Western Electric Co.

\*Also served directly by Pennsylvania Railroad.

# Also served directly by Baltimore & Ohio Railroad.

○These charges are subject to the temporary 6% increase as authorized by the Interstate Commerce Commission, effective March 18, 1942, in Ex Parte 148.

**Subject** Trackage rights of the Pennsylvania Railroad over Catonsville Short Line Railroad.

The Catonsville Short Line Railroad Co. was organized on February 8, 1882, by a group of Baltimore citizens, for the purpose of constructing a rail line to the suburban section of Catonsville, which community was rapidly expanding at that date. Its construction was completed on November 2, 1884, at which time service was inaugurated. On December 5, 1883, almost a year prior to completion, a lease was executed between the Catonsville Short Line Railroad Co. and the Baltimore & Potomac Railroad Co. (PRR) whereby the latter road was to operate the Catonsville Short Line for a five year period following completion. The Pennsylvania Railroad continued to operate this road under lease until the present agreement of 1910 was executed. Anthracite and bituminous coal constitute approximately 75% of the total tonnage handled today.

**Location** Between Loudon Park and Catonsville, Md., a distance of approximately four miles.

**Agreement Dated** March 1, 1910.

**Parties to Agreement** Catonsville Short Line Railroad Company, first party, and Philadelphia, Baltimore & Washington Railroad Company, second party (Pennsylvania Railroad).

**Effective** March 1, 1910.

**Terminable** For a period of one year and thereafter, until terminated by either party upon 60 days' notice in writing.

**Terms** Philadelphia, Baltimore & Washington Railroad (PRR) is granted the right to operate freight trains on and over the Catonsville Short Line Railroad. Maintenance of track and roadbed is to be performed by the Pennsylvania Railroad, total cost for each to be assumed by the Catonsville Short Line Railroad. Salaries of all agencies established are to be paid by the Pennsylvania Railroad.

The Pennsylvania Railroad, originally paid the Catonsville Short Line Railroad Company an allowance of 25 cents per ton, net of 2000 pounds, as trackage on all freight passing over the whole length or any portion of the said railroad. This allowance was subsequently changed at periodic intervals until April 1, 1938, when it was established at 36 cents per ton, which is now effective on a year to year basis, dating from April 1 of each current year, subject to review and change at end of each contract year.

**Remarks** Principal industrial concerns and institutions served by the Catonsville Short Line Railroad Company:

Heidelbach Company  
St. Charles College  
Spring Grove State Hospital for the Insane  
Wilson Co., J. S.



<b>Subject</b>	<p>Joint operation of Chesapeake &amp; Curtis Bay Railroad and other jointly owned tracks with Western Maryland Railway. Trackage rights granted by Chesapeake &amp; Curtis Bay Railroad.</p> <p>The Chesapeake &amp; Curtis Bay Railroad is a switching line located in what is known as the East Brooklyn and Fairfield sections of Baltimore. It connects with the Pennsylvania Railroad and Western Maryland Railway by means of float bridge (jointly owned by PB&amp;W and WMRwy.), located at Wagners Point. Pennsylvania Railroad cars are floated between Wagners Point and the Pennsylvania Railroad float bridge at Clinton Street where rail connection is made. The Chesapeake &amp; Curtis Bay Railroad has direct rail connection with the Baltimore &amp; Ohio Railroad.</p> <p>Principal traffic handled by Chesapeake &amp; Curtis Bay Railroad consists of petroleum and petroleum products.</p>								
<b>Location</b>	Wagners Point, Maryland. Trackage rights involve approximately seven miles of industrial tracks.								
<b>Agreement Dated</b>	May 16, 1916. Supplemented October 25, 1922, April 17, 1924, and July 15, 1937.								
<b>Parties to Agreement</b>	Chesapeake & Curtis Bay Railroad, first party, Philadelphia, Baltimore & Washington Railroad, second party (Pennsylvania Railroad), and Western Maryland Railway, third party.								
<b>Effective</b>	May 16, 1916. (Joint operation by Pennsylvania Railroad and Western Maryland Railway began June 1, 1916.)								
<b>Terminable</b>	Originally on sixty days' notice. However, with the purchase of the capital stock of the Chesapeake & Curtis Bay Railroad by the Western Maryland Railway on April 27, 1928, the I. C. C. order authorizing said purchase also provides that the present trackage agreement under which the Chesapeake & Curtis Bay Railroad is operated jointly by the Western Maryland Railway and Pennsylvania Railroad, shall remain in full force and effect until the further order of the Commission.								
<b>Terms</b>	<p>Pennsylvania Railroad (PB&amp;W) paid to Western Maryland Railway one-half the cost of its float bridge and tracks owned by it; also pays one-half the cost of any tracks which may be constructed by the Western Maryland Railway in the future; also pays a proportion of the maintenance, operation, taxes, etc., based on number of loaded cars received from and delivered to barges of each party at the float bridge. The expense of additions or alterations to tracks of the Chesapeake &amp; Curtis Bay Railroad is to be borne jointly by the Pennsylvania Railroad and Western Maryland Railway.</p> <p>The original terms of the agreement provided the Pennsylvania Railroad and Western Maryland Railway joint use of the Chesapeake &amp; Curtis Bay Railroad tracks upon payment of 60 cents per loaded car. This charge was subsequently raised to \$1.00 per car, effective August 1, 1922; \$2.00 per car effective April 1, 1924, and \$3.00 per car effective May 16, 1931. A supplementary agreement dated July 15, 1937, made the charge \$2.75 per loaded car, effective as of May 16, 1936. This charge is in effect today.</p>								
<b>Remarks</b>	<p>All operation and maintenance of the Chesapeake &amp; Curtis Bay Railroad is performed by the Western Maryland Railway, except that for six months of each year the PRR furnishes a locomotive (without crew), and for the other six months the WMRwy. furnishes the locomotive. Operation of joint facilities is in charge of a joint agent who is carried on the payroll of the WMRwy. and one-half of his salary billed monthly against the PRR. Allowance paid by the PRR covers trackage rights over the Chesapeake &amp; Curtis Bay Railroad between industries on that railroad and Wagner's Point ferry slip, at which point cars are floated to and from Clinton Street ferry slip.</p> <p>Principal Industrial Concerns reached by this agreement:</p> <table border="0"> <tr> <td>*Central Oil Emulsion Corp.</td><td># Sherwood Bros.</td></tr> <tr> <td>*Mexican Petroleum Corp.</td><td>Seaboard Asphalt Products Corp.</td></tr> <tr> <td># Richfield Oil Corp.</td><td>*Texas Company</td></tr> <tr> <td># Sinclair Refining Corp.</td><td>*U. S. Industrial Chemical Co.</td></tr> </table> <p>*Also reached by Baltimore &amp; Ohio Railroad direct.  # Reached by Baltimore &amp; Ohio Railroad direct when routing via Western Maryland Railway—Wagner's Point—Baltimore &amp; Ohio Railroad.</p> <p>The acquisition of control of the Chesapeake &amp; Curtis Bay Railroad by the Western Maryland Railway through purchase of the capital stock of the former company is covered by I. C. C. Finance Docket No. 6173, dated December 13, 1927.</p>	*Central Oil Emulsion Corp.	# Sherwood Bros.	*Mexican Petroleum Corp.	Seaboard Asphalt Products Corp.	# Richfield Oil Corp.	*Texas Company	# Sinclair Refining Corp.	*U. S. Industrial Chemical Co.
*Central Oil Emulsion Corp.	# Sherwood Bros.								
*Mexican Petroleum Corp.	Seaboard Asphalt Products Corp.								
# Richfield Oil Corp.	*Texas Company								
# Sinclair Refining Corp.	*U. S. Industrial Chemical Co.								

**Subject** Coal Pier Facility. One 100-ton capacity Meade-Morrison car dumper and coal handling facility, built in 1916—capacity 800 tons per hour. Maximum capacity per day (800 x 20 hours), 16,000 tons.

**Location** Baltimore, Md.—Canton Coal Pier.

**Agreement Dated** September 30, 1933.

**Parties to Agreement** Pennsylvania Railroad Company, which owns facility, and the Baltimore Contracting Co., which operates the facility.

**Effective** September 30, 1933.

**Terminable** September 30, 1943, and thereafter extending from year to year until terminated at the end of any yearly period by either party upon 90 days' notice.

**Terms** **Use of Railroad Facilities:** The Contractor is permitted to use the coal handling facilities of the Railroad, consisting of a pier with its operating machinery, traveling gantry cranes, cable cars, storage bins, etc., for the purpose of unloading coal from cars and the loading and fueling of vessels with cargo and bunker coal, either in carload or less than carload lots.

**Operation and Maintenance:** The Contractor shall operate and maintain the coal handling facilities and the Railroad shall reimburse the Contractor for all direct costs of operation and maintenance, but excluding the wages and expenses of all persons in the employment of the Contractor who are not directly engaged in the operation and maintenance of the coal handling facilities.

**Payment by the Railroad:** For handling coal at this pier the Railroad shall pay the Contractor at the following rates:

- 4 cents per ton for 600,000 tons or less per annum.
- 3½ cents per ton for 600,001 to 800,000 tons per annum.
- 3 cents per ton for all over 800,000 tons per annum.

**Subject** Switching of cars by the Curtis Bay Railroad for the Pennsylvania Railroad Company.<sup>4</sup>

The Curtis Bay Railroad is located in the extreme Southeastern section of the Baltimore Terminal District, known as Sleds Point. It was constructed in 1916 by the Davison Chemical Corp. for use by that company as an industrial switching line. It was subsequently purchased by the Baltimore & Ohio Railroad in 1929, which road reaches it by direct rail connection through an extension from Baltimore & Ohio Railroad terminal tracks in the Curtis Bay—Stahl Point district. The Pennsylvania Railroad reaches the Curtis Bay Railroad through medium of float bridge at Sleds Point, cars being floated from Clinton Street ferry slip. The Western Maryland Railway has access by carfloat to the ore pier only of the Davison Chemical Corp., cars being floated from Western Maryland Railway ferry slip at Port Covington.

**Location** Sleds Point—Curtis Bay, Maryland.

**Agreement Dated** December 11, 1917.

**Parties to Agreement** Curtis Bay Railroad, first party, and Philadelphia, Baltimore and Washington Railroad, second party (Pennsylvania Railroad).

**Effective** December 11, 1917.

**Terminable** No termination clause.

**Terms** This agreement originally provided that the Curtis Bay Railroad will handle all cars between the float bridge at Curtis Bay, Md., and the various deliveries on its line at an agreed allowance not to exceed \$3.56 per car. The agreement further covers the handling of all cars, making no distinction as to carload or less carload traffic; or to traffic handled under switching charges.

○ Following an embargo existing from February 1, 1935 to September 15, 1939, as a result of the float bridge being out of repair, the allowance feature was changed whereby the Pennsylvania Railroad now absorbs the Curtis Bay Railroad switching charge of \$12.00 per car, as covered by tariff application.

**Remarks** Principal industrial concerns reached by this agreement:

- \* # Davison Chemical Corp.
- # Swift & Co. Fertilizer Works

○ This charge is subject to the temporary 6% increase as authorized by the Interstate Commerce Commission effective March 18, 1942, in Ex Parte 148.

# Served by Pennsylvania Railroad and Baltimore & Ohio Railroad through medium of Curtis Bay Railroad.

\* Open to Western Maryland Railway carfloat to ore pier only.

The purchase of the Curtis Bay Railroad by the Baltimore & Ohio Railroad in 1929, was not subject to the approval of the I. C. C. as the Curtis Bay Railroad at that time was not considered a common carrier by the Commission.

Finance Docket No. 11448 dated June 3, 1938, covers the issuance of a certificate by the Interstate Commerce Commission, which authorizes the Curtis Bay Railroad to operate as a terminal switching carrier on interstate commerce.

**Subject** Grain Elevator—constructed in 1921, having a storage capacity of 4,250,000 bushels. Four car dumpers, constructed by the Link Belt Company. Each car dumper has a capacity of 6 cars per hour—24 cars or 48,000 bushels. Maximum capacity from cars to elevator per day is 432 cars or 864,000 bushels.  
Maximum capacity from elevator to boats per day is 1,664,000 bushels.

**Location** Baltimore, Md., Canton, Elevator No. 3.

**Agreement Dated** May 14, 1927.

**Parties to Agreement** The Pennsylvania Railroad Company (lessee of Northern Central Railway Co.), which owns facility, and the Western Stevedoring Company, which operates the facility.

**Effective** May 15, 1927.

**Terminable** At the end of any fiscal year by either party upon 90 days' notice.

**Terms** **Use of Railroad Facilities:** The Railroad permits the Contractor to use the grain handling facilities of the Railroad for the handling and storage of grain.

**Operation:** The Contractor shall operate the grain handling facilities, with the exception that the Railroad shall furnish switching service for the placement of grain cars, but the Contractor shall perform all operations where the cars are handled by "barney" cables, rope haulage or by hand, and shall also furnish the labor to control movement of empty cars from elevator to tracks where they are picked up by the Railroad's switching engine.

**Maintenance:** The Contractor shall maintain, repair and renew the grain handling facilities with the exception that the Railroad shall at its own expense, maintain, repair and renew the pier and tracks, also do the necessary dredging at the pier.

**Accounting:** The Railroad shall collect and retain all charges for handling and storing grain, also for all other services performed by the Contractor for shippers or others, accruing under the published tariffs of the Railroad.

The Railroad shall reimburse the Contractor for the actual expense incurred by him for operation and maintenance of the grain handling facilities, plus one-half cent per bushel on all grain unloaded and elevated as compensation for supervising the operation.

**Subject** Joint use of Baltimore & Ohio Railroad Company's Mount Clare Elevator "E" by the Pennsylvania Railroad, and Baltimore & Ohio Railroad, for the elevation, storage, conditioning and handling of grain consumed in the Baltimore district.

Prior to this agreement the Northern Central Railway (PRR) owned and operated a grain elevator known as No. 2 Elevator, located at Fallsway and Monument Streets, Baltimore. Due to the increased costs of maintenance and operation of the two separate elevators by the B&ORR and PRR, which resulted in an operating loss to both companies, it was decided to reduce this loss through the use of but one facility. As the Mount Clare elevator of the B&ORR is more modern in design and construction, it was agreed that the joint use of this elevator would be more productive of the desired savings than use of PRR No. 2 Elevator.

**Location** Pratt and Poppleton Streets, Baltimore, Md., on B&ORR.

**Agreement Dated** September 1, 1933.

**Parties to Agreement** Baltimore & Ohio Railroad, first party, and Philadelphia, Baltimore & Washington Railroad, second party (Pennsylvania Railroad).

**Effective** September 1, 1933.

**Terminable** For a period of five years, and thereafter shall continue in effect until terminated by one year's notice in writing given by either party.

**Terms** This agreement provides that the B&ORR, owner of Mount Clare Elevator "E," agrees to grant the PRR joint use of this facility for the unloading, elevation, storage, conditioning and handling of grain; all services to be performed by employees of the B&ORR.

A minimum of 45 storage bins (not less than 1,575 bushels capacity each) is guaranteed for use by the PRR. As satisfactory compensation for this service the PRR agrees to pay to the B&ORR the sum of 5 cents per bushel for each bushel of such grain elevated, stored, conditioned and handled. All revenues accruing in accordance with the tariffs for storage, insurance, elevation and other charges on grain of the patrons of the PRR, shall be collected by and accrue to the PRR.

All loaded grain cars for movement to Mount Clare Elevator shall be delivered by the PRR to the B&ORR at the recognized point of interchange, Bay View, to which point empty cars used in the movement of grain shall be returned. In consideration of this service, the PRR agrees to pay to the B&ORR \$2.36 per car.

<b>Subject</b>	Operation of Municipal Harbor Belt Railroad, by Pennsylvania Railroad, Baltimore & Ohio Railroad, and Western Maryland Railway Company, for City of Baltimore, Owner.
<b>Location</b>	Baltimore, Md.—The Municipal Harbor Belt Railroad was constructed and is owned by the City of Baltimore. While it was the original intention of the City to operate this line, they never did, nor has the City ever published any tariffs. The City subsequently granted permission, without charge, to the Pennsylvania Railroad, Baltimore & Ohio Railroad, and Western Maryland Railway, to use it as a switching line for the handling of carload freight traffic. It extends from Albemarle and Aliceanna Streets west to East Falls Avenue, north thereon to Pratt Street, thence west on Pratt Street to Light Street, south on Light Street to junction with the Key Highway; southeastwardly on the Key Highway, underpassing Fort Avenue, to its southern terminus at McComas Street. This line is reached by the Pennsylvania Railroad through interchange at Falls Junction near President Street Station; by the Baltimore & Ohio Railroad at Key Highway and Lawrence Street, and by the Western Maryland Railway through connection at McComas Street. Carload team track delivery is permissible on certain sections of the Municipal Harbor Belt Railroad east of Light Street.
<b>Agreement Dated</b>	No formal agreement.
<b>Effective</b>	Pennsylvania Railroad Company first reached industries located on the Municipal Harbor Belt Railroad, June 8, 1921, on traffic originating at or destined to points outside the City of Baltimore, through absorption of switching charges. Local switching rates between PRR Baltimore stations and the Municipal Harbor Belt Railroad effective March 10, 1922.
<b>Terminable</b>	No formal agreement. No provision for either continuance or discontinuance of joint operation.
<b>Terms</b>	At the present time the Municipal Harbor Belt Railroad is operated under an arrangement with the City of Baltimore, through a Committee representing the above mentioned Trunk Lines and the City. The Baltimore & Ohio Railroad furnishes the power for its operation, while the costs of repair and maintenance of the railroad are borne by the City. The expense of operation is divided on a "per car" basis between the PRR, B&ORR, and WMRwy. viz.: each line assumes its pro-rata share of the total cost of operation on the basis of the cars each road handles, bills being periodically presented by the B&ORR to the PRR and WMRwy. The City of Baltimore derives no revenue from the Municipal Harbor Belt Railroad, they simply leaving it in the hands of the railroads at Baltimore for operating as an industrial convenience.
<b>Remarks</b>	Principal industrial concerns served by the Municipal Harbor Belt Railroad: <div style="display: flex; flex-wrap: wrap;"> <div style="flex: 1; min-width: 200px;"> <p>American Sugar Refining Company</p> <p>Arundel Sand &amp; Gravel Company</p> <p>Baltimore City Highways Department— Storage Yard</p> <p>Baltimore Copper Paint Co.</p> <p>Baltimore Paper Box Co.</p> <p>Bethlehem Shipbuilding Corp.</p> <p>Brooklyn Cooperage Company</p> <p>Cavalier Corp.</p> </div> <div style="flex: 1; min-width: 200px;"> <p>Consolidated Gas El. Light &amp; Power Co.— Pratt St. Power House</p> <p>Farboil Paint Co.</p> <p>Federal Tin Co.</p> <p>Mangels-Herold Co.</p> <p>McCormick &amp; Company</p> <p>McCormick Warehouse</p> <p>Pitt &amp; Sons, C. M.</p> <p>Platt &amp; Company, Inc.</p> <p>Standard Oil Company, Pier 3 Pratt Street</p> </div> </div>

**Subject** Ore Pier Facility. Mechanical device constructed in 1937 on existing ore pier. Belt conveyor which handles ore from hopper cars through chutes, to barges or scows (due to lack of height above the water, barges or scows only can be loaded); ore cannot be handled from boats to cars.  
Maximum performance—154 cars per day (actually handled in 18 working hours—10,683 tons—July 21, 1941).

**Location** Baltimore, Md.—Canton Ore Pier.

**Agreement Dated** May 18, 1937.

**Parties to Agreement** Pennsylvania Railroad Company (lessee of Northern Central Railway), which owns facility and pier, and S. G. Walker and Company, which operates facility.

**Effective** May 18, 1937.

**Terminable** By either party upon 90 days' notice.

**Terms** **Use of Railroad Facilities:** The Railroad permits the Contractor to use the ore handling facilities of the railroad for the purpose of unloading ore and other commodities and delivering same to open top barges docked at the Ore Pier.

**Operation:** The Contractor shall furnish at his own expense, all labor required for the operation of the ore handling facilities, also shall move the loaded cars from location where delivered to him by Railroad to point of unloading and move the empty cars to location designated by the Railroad, also provide car riders to control movement of the cars by gravity or otherwise. The Railroad shall furnish at its expense all power, fuel, lubricants, and all other supplies necessary for the operation of the ore handling facilities, also switching service required to place the loaded cars at a location convenient to the ore handling machine.

**Maintenance:** The Railroad shall furnish at its expense, all material, repair parts, etc., necessary for making repairs, renewals and replacements of the ore handling machinery appurtenances and appliances.

The Contractor shall furnish all labor required for the making of repairs and renewals and replacements to the ore handling facilities except repairs to tracks, pier, bridges, pole lines, underground power and water lines, etc., which shall be made by the Railroad at its sole expense.

**Accounting:** The Railroad shall pay to the Contractor for services performed by it at the following rates:

- (1) 23 cents per ton (effective April 1, 1941) for ore unloaded from cars, when the Contractor is required to pay 50 cents per hour for labor, and rate may be adjusted by mutual agreement when Contractor pays more than or less than 50 cents per hour for labor.
- (2) 39 cents per ton for handling bulk cement over the ore handling facilities.

**Subject** Trackage rights and certain rights of way over the Patapsco and Back Rivers Railroad Company.

The Patapsco and Back Rivers Railroad is a common carrier (owned by the Bethlehem Steel Co.) engaged in switching operation. Practically all of its traffic consists of business handled for the Sparrow's Point, Md. plant of the Bethlehem Steel Co. It has direct rail connection with the Pennsylvania Railroad and the Baltimore & Ohio Railroad. The Western Maryland Railway connects with the Patapsco and Back Rivers Railroad by means of float bridge at Sparrow's Point, the Western Maryland Railway floating cars between the latter point and Port Covington, Baltimore, Md.

**Location** Sparrow's Point, Maryland.

**Agreement Dated** March 20, 1913, amended December 31, 1929.

**Parties to Agreement** Philadelphia, Baltimore & Washington Railroad Company, first party (Pennsylvania Railroad), and Patapsco and Back Rivers Railroad, second party.

**Effective** March 20, 1913, amended December 31, 1929.

**Terminable** Non-terminable.

**Terms** The Patapsco and Back Rivers Railroad grants the Pennsylvania Railroad trackage and certain rights of way between Bear Creek Bridge and Penwood Park (Sparrow's Point), Md., a distance of approximately  $2\frac{1}{2}$  miles. At the present time, however, the trackage to Penwood Park is used by the Pennsylvania Railroad, only for the receipt of loaded cars of ore and the return of empty equipment. All other freight, carload and less carload, both inbound and outbound, is interchanged with the Patapsco and Back Rivers Railroad at joint interchange tracks located within one-half mile beyond Bear Creek Bridge. Placement and dispatch of all freight, both carload and less carload, excluding ore, is performed by the Patapsco and Back Rivers Railroad.

In consideration for this service the Pennsylvania Railroad originally paid to the Patapsco and Back Rivers Railroad an allowance of 10 cents per ton on all carload freight to or from Sparrow's Point, Md.

\*Effective September 22, 1928, the allowance feature was removed and the Pennsylvania Railroad now absorbs the Patapsco and Back Rivers Railroad switching charge of 11 cents per ton on all carload traffic, except Coal and Coke, taking a rate of not less than 62 cents per ton, net or gross as rated; and  $2\frac{1}{4}$  cents per 100 pounds on all less carload traffic.

\*On Anthracite and Bituminous Coal and Coke, the Pennsylvania Railroad absorbs the Patapsco & Back Rivers Railroad switching charge of 11 cents per ton on all carload traffic taking a minimum rate of 59 cents per ton, net or gross, as rated.

**Remarks** Principal industrial concerns reached by this agreement:

Air Reduction Sales Co.  
Arerods Corp.  
Arundel Brooks Concrete Corp.  
Bethlehem Steel Co.  
Interstate Amiesite Co., Inc.  
Maryland Slag Co.  
Nelson Company  
Rheems Mfg. Co.

\*These charges are subject to the temporary 6% increase as authorized by the Interstate Commerce Commission, effective March 18, 1942, in Ex Parte 148.



**Subject** Switching of cars over the Baltimore and Sparrow's Point Branch of the Pennsylvania Railroad Company (PB&WRR) for the Baltimore & Ohio Railroad Company.

The Baltimore and Sparrow's Point Branch of the Pennsylvania Railroad was formerly the Baltimore & Sparrow's Point Railroad. This line was constructed in 1890 by the Maryland Steel Company (now Bethlehem Steel Company) for use as an industrial switching line. It was acquired by the Pennsylvania Railroad (PB&W) through purchase on November 3, 1913. It is reached by the Baltimore & Ohio Railroad, through agreement, at Colgate Creek, Md., point of interchange, the PRR performing all services both for itself and the B&ORR.

**Location** Between Point Breeze (Colgate Creek) and Sparrow's Point, Md., a distance of approximately five miles.

**Agreement Dated** June 3, 1913.

**Parties to Agreement** Baltimore & Ohio Railroad, first party, Philadelphia, Baltimore & Washington Railroad, second party (Pennsylvania Railroad), and Baltimore & Sparrow's Point Railroad Co., third party (Pennsylvania Railroad).

**Effective** November 3, 1913, for period of 20 years. Supplementary agreement dated December 29, 1933.

**Terminable** Extends provisions indefinitely, subject to termination at any time by the PRR upon sixty (60) days' written notice to the B&ORR.

**Terms** Under this agreement the Baltimore & Ohio Railroad has access to all industries located on the Baltimore and Sparrow's Point Branch (Pennsylvania Railroad), between Colgate Creek and Sparrow's Point, Md., including the intermediate stations of Sutton, St. Helena, Dundalk, Turners and Sollers, Md. The B&ORR to pay the Baltimore & Sparrow's Point Railroad (PRR) an allowance of twenty-one (21) cents per ton, net or gross, as the rate may be. All switching service is performed by the Pennsylvania Railroad.

**Remarks** Principal industrial concerns reached by this agreement:

- American Zirconium Co., St. Helena, Md.
- \*Bethlehem Steel Co., Sparrow's Point, Md.
- Chemical & Pigment Co. (Glidden Co.), St. Helena, Md.
- Consolidated Gas Electric Light & Power Co., Turners, Md.
- Federal Yeast Co., Sutton, Md.
- Intercoastal Paint Corp., Sutton, Md.
- Reid-Avery Co., Sutton, Md.

\*Baltimore & Ohio Railroad does not exercise its privilege to use the Baltimore and Sparrow's Point Branch as a means of access to the Bethlehem Steel Company, Sparrow's Point, Md. Direct line to Sparrow's Point was constructed by the B&ORR and placed in service in March 1920.

**Subject** Agreement between the Union Stockyard Company of Baltimore County and the Pennsylvania Railroad Company for establishment and operation of a Union Stock Yard at Baltimore, Maryland.

Prior to 1891 there were two livestock yards in Baltimore, namely the Baltimore Stock Yards located on the Baltimore & Ohio Railroad, and the Calverton Stock Yards Company, sponsored by the Baltimore & Potomac Railroad (Pennsylvania Railroad). In addition, the Baltimore Butcher's Abattoir Live Stock Company was established by the Calverton interests which eventually directly competed with the other two yards. The strong rivalry between the railroads and the various yards ultimately proved too much for the operators and plans were begun for the consolidation of the scattered markets. In 1891 the present company known as the Union Stock Yard Company was formed and is located in the Claremont section of Baltimore. It is served jointly by the Pennsylvania Railroad and the Baltimore & Ohio Railroad.

**Location** Claremont, Baltimore, Maryland.

**Agreement Dated** March 26, 1891.

**Parties to Agreement** Northern Central Railway (Pennsylvania Railroad), the Baltimore & Potomac Railroad (Pennsylvania Railroad) and the Union Stock Yard Company.

**Effective** January 1, 1891.

**Terminable** For a term of forty years. Supplemented and amended January 23, 1907. Extensions to the original agreement were dated January 1, 1931, and January 1, 1941, the latter to extend for five years unless terminated by either party on one year's written notice.

**Terms** The Stock Yard Company at its cost and expense to furnish and maintain all sheds, pens, houses and barn facilities, and supply all labor of every kind.

The Stock Yard Company to perform all loading and unloading services, for which the Railroad Company will pay the sum of 75 cents per car for each single-deck car loaded or unloaded and \$1.50 per car for each double-deck car, loaded or unloaded. The Stock Yard Company shall be entitled to charge, collect and receive for its own use from the owners, shippers and consignees of all livestock as may be delivered to and received by it, a reasonable compensation for feeding, watering, etc.

For the following services, the Railroad Company will pay the Stock Yard Company \$1.25 per car:

- (1) Notify consignee of arrival, make delivery and collect transportation charges.
- (2) Make remittance to Railroad Agent, at Claremont.
- (3) Furnish Railroad Company all weights on market stock weighed by Stock Yard Company, and weigh off cars all stock consigned to packers and furnish weight for same to Railroad Company.
- (4) Stock Yard Company will assume all responsibility for loss of or injury to livestock received from Railroad Company until delivery to consignee and will assume all responsibility for loss of or injury to livestock in transit which stock is in its possession, except loss or damage caused by fire on in-transit stock.
- (5) Shower all hogs after loading.
- (6) Stock Yard Company shall provide all the clerical force needed for the handling of the livestock business at its yard keeping proper and accurate records covering the handling and delivery of all stock to consignee or others.

The Railroad Company agrees so far as it lawfully can, to deliver at said yards all the livestock which may be transported over its lines and destined to the Baltimore markets, excluding stock consigned to or requiring delivery at Orangeville or Highlandtown, Maryland.

**Remarks** Principal Packers and market agents using the facilities of the Union Stock Yard Company:

**Packers**

Armour & Company  
Corkran Hill & Co., Inc.  
Swift & Company

**Market Agents**

Ball, H. M. & Co.  
Blackshire, E. A. Co.  
Bumgarner, H.  
Callender, R. W. & Co.  
Driver, Alan  
Myers & Houseman  
O'Dell, C. E. & Co.  
Silcott, T. Braden  
Uhl, Louis Co.

**Subject** Switching of cars over "Block Route" Pennsylvania Railroad (Northern Central Railway) for Western Maryland Railway Co.

**Location** Baltimore, Md. The Block Route, part of the Northern Central Railway, extends from East Madison and Buren Streets east on Monument Street, south on Central Avenue, east on Eastern Avenue to Bond Street, south on Eden Street to Aliceanna Street; (with tracks into City Block Yard); thence via Caroline Street to Philpot and Thames Streets (with tracks into Jackson's Wharf of Pennsylvania Railroad (Northern Central Railway); a distance of approximately two miles, exclusive of private sidings.

**Agreement Dated** May 1, 1875.

**Parties to Agreement** Western Maryland Railway Co., first party and Northern Central Railway Co., second party (Pennsylvania Railroad).

**Effective** May 1, 1875; supplemented and amended January 1, 1937.

**Terminable** For a period of ninety-nine years and renewable forever.

**Terms** The Western Maryland Railway secured rights from the City of Baltimore to construct two tracks in Buren Street, between Madison and Monument Streets (one city block), and thence on into Hillen Station, the terminal of that line, including connection to Jail Yard of the Northern Central Railway. Pennsylvania Railroad (Northern Central Railway) paid to Western Maryland Railway cost of these tracks and bears expense of maintenance. The PRR connection to the "Block Route" crosses these tracks at Monument Street. Entire expense of crossings is borne by the PRR. Cars of the Western Maryland Railway are moved over the "Block Route" by PRR at "fair and equitable rates to be mutually agreed to from time to time." \*This rate is \$4.95 per car at present, as published in PRR tariffs ICC 2236 and AA—ICC 2540.

**Remarks** Principal industrial concerns reached by this agreement are:  
American Forest Products Co.  
American Supply Co.  
Baltimore Supply Co.  
Bloomier Bros.  
Baltimore Lumber Co.  
Central Wholesale Co.  
Conway, Inc., W. A.  
Dittmar & Son  
Dreyer & Co., H. D.  
Holland Manufacturing Co.  
Hughes Chemical Co.  
Kerr & Brother, Alex.  
MacLea Lumber Co.  
Mutual Chemical Co.  
National Can Co.  
Schapiro & Son, S.  
Smith, F. Bowie  
Steel & Wire Products Co.  
Terminal Warehouse Co.  
Webb & Son, J. L.

\*This charge is subject to the temporary 6% increase as authorized by the Interstate Commerce Commission, effective March 18, 1942, in Ex Parte 148.

**Subject** Switching of cars on Guilford Avenue (formerly North Street) by The Pennsylvania Railroad for Western Maryland Railway Company.

The Guilford Avenue trackage is a portion of the old Northern Central Railway, the main line of which extended to Calvert Station located at Calvert and Centre Streets, originally the principal passenger depot of the Northern Central Railway in Baltimore.

**Location** Baltimore, Maryland. The territory covered by this agreement extends from Hillen Junction through Jail Yard, south on Guilford Avenue between Eager and Saratoga Streets.

**Agreement Dated** May 1, 1875.

**Parties to Agreement** Western Maryland Railway Company, first party, and Northern Central Railway, second party (Pennsylvania Railroad).

**Effective** May 1, 1875. Supplemented and amended January 1, 1937.

**Terminable** For a period of ninety-nine (99) years and renewable forever.

**Terms** Under this agreement full cars of freight for Guilford Avenue on which the Western Maryland Railway Company paid switching charge of 35 cents per ton to Jail Yard, will be entitled to free delivery to all warehouses and private sidings on Guilford Avenue. This applies to **inbound** cars only. Since January 1, 1937, an additional charge of \$4.50 per car is now assessed to points beyond Hillen Junction for Pennsylvania Railroad placement on Guilford Avenue, no charge for the return of empty cars.

**Remarks** Principal industrial concerns reached by this agreement:

- American Railway Express Co.
- Atlantic Waste Paper Co.
- Bentley Shriver Co.
- Central Building Supply Co.
- Dietrich Bros.
- Domestic Bag Co.
- Eagle Picher Sales Co.
- Flinkote Co.
- Foster Bros. Mfg. Co.
- Frank, N. & Sons
- Howard, B. J., Inc.
- Lazarus, Max & Sons Co.
- Shafer, J. Fred
- Terminal Distributing Co.
- Terminal Warehouse Co. (Pleasant and Davis Streets)
- Whitaker Paper Co. (Whitaker Building)

Subject	Trackage rights granted to Western Maryland Railway Co., from Fulton Jct. to Hillen Jct., and also to junction with the Union Railroad at Guilford Avenue; also switching service on Union Railroad Co. of Baltimore.	
	The Union Railroad was chartered in 1866 by the Canton Company of Baltimore. Its construction was completed in 1873. It was built to enable traffic of the Northern Central Railroad to reach tidewater in connection with property of the Canton Co. at Baltimore; to allow an interchange with the Philadelphia, Wilmington & Baltimore Railroad, and to form a connecting link between the latter line and the Baltimore & Potomac Railroad. Upon completion in 1873 the Northern Central Railroad and the PB&WRR used the Union Railroad under contract, and later these two companies jointly purchased it in March 1882. All of these various railroads are now part of the Pennsylvania System.	
Location	Baltimore, Md.—Trackage between Fulton Jct. on the PB&W (PRR) and Madison St. on the NCRy (PRR), covers a distance of 2.52 miles. Switching service is performed by the PRR for the Western Maryland Rwy. over the Union RR, extending for a distance of 7.84 miles from the center of Guilford Ave. eastwardly to Bay View Jct., and also by a branch from Orangeville, south on 9th St. to Canton wharves, and eastwardly to Colgate Creek, where it connects with the Sparrow's Point Branch of the PB&W (PRR).	
Agreement Dated	December 30, 1873.	
Parties to Agreement	The Philadelphia, Baltimore & Washington Railroad, first party (Pennsylvania Railroad); The Northern Central Railway, second party (Pennsylvania Railroad), and the Western Maryland Railway Company, third party.	
Effective	December 30, 1873. Superseded by agreement of May 1, 1875, and supplemented and amended January 1, 1937.	
Terminable	For a period of 99 years and renewable forever.	
Terms	<p><b>Trackage Rights.</b> The Western Maryland Railway to handle with its own engines and power all Western Maryland Railway traffic between Fulton Jct. and Hillen Jct. and pay the Pennsylvania Railroad \$3.00 per loaded car on freight movements, with no charge for movement of empty cars. On passenger traffic the WMRwy. will pay the PRR the sum of \$1.50 per train.</p> <p><b>Switching Service over Union Railroad.</b> The WMRwy. will pay to the PRR for trackage, and switching service, between Fulton Jct. and any point on the Union Railroad, the sum of \$8.00 per loaded car in either direction, with no charge for the movement of empty cars. The WMRwy. has access to any private siding connecting with the Union Railroad, including sidings connected with the former main line of the Union Railroad between Linwood Avenue and 11th Street, now owned by the Northern Central Railway (PRR), but does not have access to any yards or facilities owned by Northern Central Railway (PRR), which are or hereafter may be located along the Union Railroad and connected by switches to the tracks of the Union Railroad.</p>	
Remarks	Principal Industrial Concerns reached by this agreement:	
	Continental Can Co. Frankfort Distilleries Gross, Fred & Son Guilford Folding Box Co. Helwig & Leitch Hinde & Dauch Paper Co. Kimball-Tyler Co.	Lang & Son, C. C. National Fruit Products Co. National Wholesale Grocery Co. Paturzo Bros., V. Rustless Iron & Steel Corp. Sherwood Bros. Inc. Southern Brick & Supply Co.