



**Central Manitoba Railway Inc.**

**Tariff Schedule**

**Effective January 1, 2015**

**This Page Left Blank Intentionally**

## INDEX

### **Section 1**

#### **General Rules**

- Item 105 CEMR Invoice Commitment
- Item 110 Scope of Tariff
- Item 120 Application of Authorized Increases

### **Section 2**

#### **Supplemental Services**

- Item 200 Haulage of Empty Railcars Not Used
- Item 203 Haulage of Empty Railcars
- Item 205 Overweight – Railcars
- Item 210 CEMR Delayed by Customer or Railway
- Item 215 Interchange Error Movements
- Item 220 Intra – Plant Switching
- Item 225 Not First Out
- Item 230 Supplemental Train Run
- Item 235 Released – Not Available
- Item 240 Over Supplied
- Item 250 Railway Supplied Rejected Car
- Item 255 Rejected Equipment Procedures
- Item 270 Turning a Railcar
- Item 280 Administration Surcharge

### **Section 3**

#### **Demurrage**

- Item 300 CEMR Service Area Cut Offs
- Item 301 Demurrage policy Norcran
- Item 302 Demurrage Policy Carman, Pine Falls & Oakbluff
- Item 303 Demurrage Policy CN Supplied Grain Empties
- Item 310 Demurrage Rates
- Item 320 Notification to CEMR

**Section 4**

Item 400

Item 405

Item 410

Item 420

Item 430

**Miscellaneous**

Staging of Railcars

Dangerous Commodity Railcar Inspection

Holidays

Glossary of Terms

Payment Terms

## **Section 1 – General**

### **Item 105 CEMR Invoice Commitment**

Central Manitoba Railway Inc. (CEMR), will invoice for all CEMR performed chargeable services under the authority of this tariff, no later the 30 days after the services rendered completion date. If, through no fault of our customers, CEMR fails to invoice within the 30 day period, our customer will not be held responsible for payment of these charges. If, for any reason not attributable to CEMR, a service cannot be invoiced within the 30 day period, payment must be made as invoiced.

The service rendered completion date for most services is the date of the service. For demurrage, storage and storage switching the services rendered completion date is generally the last day of the month.

### **Item 110 Scope of Tariff**

This tariff covers rules, rates, and charges for Central Manitoba Railway Inc., operated by Cando Rail Services Ltd. All charges are payable to Central Manitoba Railway Inc., Unit 400 - 740 Rosser Ave. Brandon, MB, R7A 0K9.

### **Item 120 Application of Authorized Increases**

Rates and charges under this tariff as published are subject to change upon a 30 day written notice of change.

## **Section 2 – Supplemental Services**

### **Item 200 Haulage of Empty Railcars Not Used**

When empty railcars are placed for loading and are subsequently released empty, the customer will be subject to a charge of **\$165** per car.

This tariff does not apply to railway supplied railcars that are unfit for loading.

### **Item 203 Haulage of Empty Railcars**

This applies to cars placed by another railway that are subsequently released empty to CEMR; the customer will be subject to a charge of **\$165** per car.

### **Item 205 Overweight – Railcars**

CEMR reserves the right to refuse any overloaded railcar at the point of interchange, or refuse movement of any railcar which exceeds the gross weight on rail as noted below.

For railcars accepted for movement, that are 2,000 lbs or less in excess of the published weight restriction the customer will be subject to a charge of **\$700** per car.

Railcars accepted for movement that are over 2,000 lbs in excess of the published weight restriction will be negotiated on a case by case basis.

#### **Weight Restrictions:**

Carman Subdivision 268,000 lbs gross

Pine Falls Subdivision 263,000 lbs gross

### **Item 210 CEMR Delayed by Customer or Railway**

When a customer or railway, delays CEMR at their siding, plant or interchange, the customer or railway will be charged **\$385** per hour. Charges will be rounded to the nearest quarter hour.

Charges under this item commence after the terminal/interchange time agreed to between CEMR and the customer/railway has elapsed.

### **Item 215 Interchange Error Movements**

Cars loaded or empty, received by CEMR in error or without forwarding instructions from the delivering railway, will be returned to the delivering railway or forwarded to the proper connecting railway within the same switching district at a charge of **\$525** per car. This charge will be assessed against the delivering railway.

### **Item 220 Intra-Plant Switching**

After the initial placement of railcar at customers siding, when a railcar is moved at customers request from one track to another or from one spot to another spot on the same track within the customer's facility or industry, a charge of **\$410** per car will be assessed to the customer.

### **Item 225 Not First Out Charge**

If a customer releases a railcar to be pulled, and of this railcar results in the need to move additional car(s) that have already been placed a charge of **\$55** per car moved will be assessed to the customer.

### **Item 220 Supplemental Train Run**

When a customer or railway requests CEMR to provide any ad hoc or additional; train service beyond the scheduled operation plan; Charges for this requested service will be **\$385** per hour. Payment under this item will be determined based upon total crew time rounded to the nearest quarter hour, from on-duty to off-duty time.

### **Item 235 Released – Not Available**

Any railcar(s) released by a customer that that are not available to pull at the time of Scheduled Service will have the release(s) voided. Car(s) will be re-released at 12:00 noon on the next Scheduled Service date.

### **Item 240 Over Supplied**

Railcar(s) that have to be returned to an interchange point due to oversupply caused by a railway over delivering against a customer order will be subject to a charge **\$165** per car assessed against the delivering railway.

## **Item 250 Railway Supplied Rejected Car**

Railcar(s) that are rejected by the customer as being unsuitable for loading will be returned to the delivering railroad. The delivering railroad will inspect the rejected car(s) and charges will be assessed as follows.

### **Car Suitable for Loading**

Customer will be assessed a **\$165** fee per car.

### **Car Unsuitable for loading**

Delivering railroad will be assessed a charge equal to 50% of the applicable carload rate.

## **Item 255 Rejected Equipment Procedures**

**CN Supplied Cars** – Any railcar deemed unsuitable for loading must be rejected. This is accomplished by using CN E Business tool “release Railcars” at [www.cn.ca/login](http://www.cn.ca/login), and customer must also advise the CN ECT by email to [cnsknb@cn.ca](mailto:cnsknb@cn.ca).

CEMR must also be advised by email to [carcontrol@candoltd.com](mailto:carcontrol@candoltd.com) or by Fax 204-235-1189.

**CP Supplied Cars** – Any railcar deemed unsuitable for loading must be rejected. This is accomplished by sending CPRS a fax to 1-800-420-5655, and following up with an email to [fa00612@cpr.ca](mailto:fa00612@cpr.ca).

CEMR must also be advised by email to [carcontrol@candoltd.com](mailto:carcontrol@candoltd.com) or by Fax 204-235-1189.

## **Item 270 Turning a Railcar**

Customer requested turning of railcars to facilitate loading or unloading will be assessed a charge of **\$660** per car.

## **Item 280 Administration Surcharge**

Tariff charges paid by CEMR to other railways as a direct result of Customer errors or omissions in their billing and/or switching instructions, will be payable by Customer, and will be subject to a **25%** Administration Surcharge.



## **Section 3 - Demurrage**

### **Item 300 CEMR Service Areas and Cut offs**

For the purpose of this section, CEMR service areas will be defined as follows:

<b>Oakbluff</b>	All customers located in CEMR Carman Sub at or east of Oakbluff
<b>Carman</b>	All customers located on CEMR Carman Sub excluding Oakbluff
<b>Norcran</b>	All customers located on CEMR Pine Falls Sub south of Mile 11
<b>Pine Falls</b>	All customers located on CEMR Pine Falls Sub excluding Norcran

Car release cut-off times for the CEMR service areas will be as follows:

<b>Oakbluff</b>	12:00 day of scheduled service
<b>Carman</b>	16:00 day of scheduled service
<b>Norcran</b>	16:00 day of scheduled service
<b>Pine Falls</b>	09:00 day of scheduled service

### **Item 301 Demurrage Policy – Norcran**

Demurrage is invoiced on a monthly basis, each car will be allowed 3 days. For the purpose of this section, a new day starts at 09:00. Demurrage liability starts with the earlier of Constructive Placement or Actual Placement, and ends with the Release of the railcar. Credits will not be issued for cars released early.

### **Item 302 Demurrage Policy – Carman, Pine Falls, and Oak Bluff**

Demurrage is invoiced on a monthly basis, each car will be allowed 3 days. Demurrage liability starts with the earlier of Constructive Placement or Actual Placement, and ends with the Release of the railcar. Credits will not be issued for cars released early.

When time between the start of demurrage liability and the next scheduled CEMR service exceeds the 3 day period, no demurrage charges will be assessed provided that the railcar is released and available to be lifted on the first scheduled service date following the start of Demurrage liability.

Railcars released by the customer after the published cut off time for scheduled service will not be pulled, and will not be placed into released status until 12:00 noon on the next scheduled service date. Customers will be responsible for all demurrage charges until the car is placed into released status.

### **Item 303 Demurrage Policy – CN Supplied Grain Empties**

Demurrage is involved on a monthly basis, each car will be allowed 1 day. Demurrage liability starts with the earlier of Constructive Placement or Actual Placement, and ends with the Release of the railcar. Credits will not be issued for cars released early.

When time between the start of Demurrage liability and the next scheduled CEMR service exceeds the 1 day period, no demurrage charges will be assessed provided that the railcar is released and available to be lifted on the first scheduled service date following the start of demurrage liability.

Railcars released by the customer after the published cut off time for scheduled service will not be pulled, and will not be placed into released status until 12:00 noon on the next scheduled service date. Customers will be responsible for all demurrage charges until the car is placed in release status.

### **Item 310 Demurrage Rates**

Demurrage charges for all equipment subject to the provisions of section will be **\$85** per day.

### **Item 320 Notifications to CEMR**

Electronic or mechanical devices are to be used to furnish notification of empty release or other carload disposition information to CEMR. The recorded date and time that the instructions are received will govern.

Fax: (204) 235-1189

Email: [carcontrol@candoltd.com](mailto:carcontrol@candoltd.com)

## **Section 4 – Miscellaneous**

### **Item 400 Staging of Railcars**

A charge of **\$55** per day per car to be computed from the actual time car(s) placed or constructively placed on CEMR tracks. Rate charged is for the staging of loaded railcars and for the unplanned storage of empty railcars on CEMR property as a result of, but not limited to:

- Lack of room at customer's siding
- Held to complete a shipment
- Held for any other unplanned purpose

Staging charges commence on all days including Saturdays, Sundays and Holidays. These are chargeable days with charges continuing until actual placement on orders of, or disposition of cars.

### **Item 405 Dangerous Commodity Rail Car Inspection**

Dangerous Commodities Staged en route must be inspected after five days and then every 2 days following. Customer will be assessed a **\$45** per car per inspection in addition to applicable staging charges.

### **Item 410 Holidays**

Whenever reference is made to "holidays," it shall mean the following days:

- New Year's Day
- Louis Riel day
- Good Friday
- Victoria Day
- Canada Day
- August Civic Holiday
- Labor Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

CEMR reserves the right to deem whether or not to operate on Holidays. When a regular Scheduled Service Day falls on a holiday and CEMR reserves the right to not operate, the day following the holiday will be the Scheduled Service date as defined by these tariffs.

## **Item 420 Glossary of Terms**

### **Actual Placement**

When a car is placed in an accessible position for loading or unloading, or a point designated by the consignor or consignee.

### **Consignee**

The party to whom a shipment is consigned or the customer entitles to receive the shipment.

### **Constructive Placement**

When a railcar cannot be an Actual Placement due to a condition attributable to the consignee, such railcar will be held at a CEMR holding area. A notice shall be sent or given to the consignee that the railcar is being held until consignee is able to order and receive the railcar. The railcar would then become a Actual Placement once placement is done.

### **Empty Release Information**

Advice by consignee given to authorized personnel of CEMR, that car is unloaded and available to CEMR. Information given must include car u=initial and number, identity of consignee, and identity of party furnishing information.

### **Lease Track**

Any trackage assignment to a user through written agreement. Leased Tracks will be treated the same as Private Tracks.

### **Loaded Release**

Is the complete or partial Loading of a car in conformity with Railway Loading and clearance rules, and furnishing of Forwarding Instructions including STCC Standard Transportation Commodity Code.

### **Loaded Car**

A railcar that is completely or partially loaded.

### **Private Car**

A car bearing other than railroad reporting marks and which is not a railroad controlled car

**Public Delivery Track**

Any track open to the general public for loading and unloading.

**Supplemental Train Run**

Additional train runs over and above the agreed service frequency to customer(s).

**Item 430 Payment Terms**

Interest applies to all overdue amounts. This will be added to the invoice amounts. All invoices are due and payable net 30 days of invoice. Interest in the amount of 2% per month will be charged on overdue accounts.



**Central Manitoba Railway Inc.  
A Cando Company**