



# Stewart Southern Railway Inc.

PO Box 12 Fillmore, SK S0G 1N0

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## ANCILLARY FREIGHT TARIFF 3000-E

**NAMING:** RULES, CONVENTIONS AND CHARGES  
**GOVERNING:** DEMURRAGE, STORAGE, SUPPLEMENTAL SERVICES AND ACCESSORIAL  
**CHARGES TO:** FREIGHT TRAFFIC ORIGINATING FROM OR DESTINED TO STATIONS ON THE SSS  
**REPLACING:** CANCELLING AND REPLACING ANCILLARY FREIGHT TARIFF 3000-C

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Issued By: **Glenn Pohl – GMO – Stewart Southern Railway Inc**  
**Sean Watson – Controller – Xpert Rail Consulting Inc.**

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## SECTION 1 REFERENCE

### **Item 100 Application**

This Tariff covers rules, conventions and charges for demurrage, storage, supplemental services and accessorial charges to freight traffic and applies against:

- All points, stations and locations on and served by the Stewart Southern Railway Inc. (SSS) as Carrier,
- Railway owned or controlled and privately owned railcars and equipment operating over and while on the SSS railway network;

In conjunction with rates, terms and conditions set forth in all SSS price documents, SSS General Freight Tariff 1000-D.

This Tariff does not apply against:

- Rail cars and equipment for loading or unloading of SSS company material while held on SSS tracks or private sidings connecting therewith.
- Loaded or empty private railcars held on private tracks
- Railcars of refused or unclaimed freight to be sold by SSS

All charges are payable to Stewart Southern Railway Inc., Box 12 – Fillmore, SK S0G 1N0.

### **Item 105 Cancelling and Amending Items**

This Tariff, and any corresponding item, is subject to cancellation or amendment at any time. As items in this tariff are supplemented, numbered items with letter suffixes, in alphabetical sequence, will cancel the corresponding numbered item in the original tariff or its supplement. For example, item 500-A cancels item 500 upon issuance of item 500-A; similarly item 800-B cancels item 800-A in the prior supplement, which in turn had cancelled item 800. Further, this tariff will be updated by republication showing a revised issued and effective date whereby a revised page cancels any revised or original page showing an earlier date.

### **Item 110 Reference to Tariffs, Items, etc.**

Where reference is made within and to this Tariff, Items, Notes, Rules, Glossary, etc., such references are continuous and include supplements to, amendments and successive issues and reissues of this Tariff.

### **Item 115 Currency**

All fees, rates, penalties, surcharges, ancillary and service charges in this and all SSS Tariffs, Items and Contracts shall be stated, invoiced and payable in Canadian funds, unless otherwise specifically stated when referenced.

### **Item 120 Government Imposed Fees**

Fees, fines, penalties, taxes and surcharges or other invoices that may be imposed by Federal, Provincial or local governments from time to time and levied against SSS as a direct result of customer shipments or actions will be passed through and payable by the customer.



## **Item 125 Administration Fee**

Tariffs fees, charges and surcharges invoiced to SSS by other carriers, rail owners/suppliers or other stakeholders (excluding governments) as a direct result of customer shipments, activities, errors or omissions or purposed will be payable by the customer, and subject to a 20% Administration Fee.

## **Item 130 Responsibility of Charges**

Unless otherwise agreed to in writing, the party responsible for all fees, rates, surcharges, penalties, services and accessorial charges and pass-through invoices will be the party requesting or assigned such services as the loader of the rail car at origin and the unloader of a railcar at destination or otherwise the shipper of record noted on the applicable Bill of Lading.

## **Item 135 Security Deposit: Demurrage, Storage, Supplemental and Accessorial Charges**

If a customer has not secured Credit Privileges or fails to pay for demurrage, storage, Supplemental and Accessorial fees, charges, surcharges or penalties within the Credit Period, a Security deposit is required per Item 1900 of SSS General Freight Tariff 1000-D.

## **SECTION 2 DEMURRAGE AND UNIT TRAIN STAGING**

### **Item 200 Application**

Demurrage fees apply when rail assets are utilized by customers beyond the basic time requirements necessary for normal freight forwarding. This section outlines the parameters associated with defining basic asset use requirements and the calculation of fees for extended asset use. It applies to all Customers served by SSS for all railway and private market rail cars held for or by the Customer; with the exception of:

- Private cars on private tracks,
- Cars containing refused or unclaimed freight to be sold by SSS,
- Empty cars of railway ownership rejected as unsuitable for loading,
- Cars for loading or unloading of SSS company material while held on tracks or connecting private sidings,
- Cars of railway ownership, leased for storage of commodities while held on lessee's tracks,
- Cars covered by storage or other special arrangement.

### **Item 205 Cars Held for Loading**

For a rail car being held for loading, asset use is determined as the time between when the rail car is tendered by SSS for loading and when the rail car is released by the consignee for pick-up.

Rail cars are considered tendered at the time of notification by SSS of actual placement or constructive placement of empty cars placed against rail car order requests of the consignee. Notification of Placement is defined in Item 220 of this document.

Rail cars are considered released at the time SSS receives forwarding instructions through the eBoL software for the cars that have been loaded and released. Cars found to be improperly billed, rebilled, loaded, over loaded or otherwise unsafe will not be considered released until such time as the equipment has been properly billed or adjusted to be safe for furtherance.

The total time of asset use is then calculated in the following manner:

- Point of time when car was released as loaded minus the point in time car was tendered.
- The point in time when the car was considered tendered is the first 07:00 AM after the car was actually tendered. So for example if a car arrived on the siding at 14:00 on a Monday, the time of tender used in the calculation of total time is 07:00 on the Tuesday morning.
- The point in time when the car was released is the date and time when SSS receives proper forwarding instructions through the eBoL software for that car.

The basic asset use requirement for loading time (or free time) is 24 hours.

The time for which demurrage charges would apply (Chargeable Time) is the total time of asset use minus free time. If Total Time is less than Free Time, then there is no Chargeable Time and therefore no demurrage fees apply. Credit is given when a statutory holiday falls within the total time as a non-chargeable day (24 hours) for each statutory holiday as noted in the Glossary and Definitions of SSS General Tariff 1000-D. If Total Time is greater than Free Time plus Credit, then the Chargeable Time is referenced against Demurrage Fees as prescribed in Item 230-B of this document.

## **Item 210      Cars Held for Unloading**

For a rail car being held for unloading, asset use is determined as the time between when the rail car is tendered by SSS for unloading and when the rail car is released by the consignor for pick-up.

Rail cars are considered tendered at the time of notification by SSS of actual placement or constructive placement of loaded cars placed against rail car order requests of the consignor. Notification of Placement is defined in Item 220 of this document.

Rail cars are considered released at the time SSS receives proper forwarding instructions through the eBoL software for the cars that have been unloaded and released. Cars found to be improperly billed, rebilled, unloaded, only partially unloaded or otherwise unsafe will not be considered released until such time as the equipment has been properly billed or adjusted to be safe for furtherance.

The total time of asset use is then calculated in the following manner:

- Point of time when car was released as empty minus the point in time car was tendered.
- The point in time when the car was considered tendered is the first 07:00 AM after the car was actually tendered. So for example if a car arrived on the siding at 14:00 on a Monday, the time of tender used in the calculation of total time is 07:00 on the Tuesday morning.
- The point in time when the car was released is the date and time when SSS received the forwarding instructions through the eBoL software for that car.

The basic asset use requirement for loading time (or free time) is 24 hours.

The time for which demurrage charges would apply (Chargeable Time) is the total time of asset use minus free time. If Total Time is less than Free Time, then there is no Chargeable Time and therefore no demurrage fees apply. Credit is given when a statutory holiday falls within the total time as a non-chargeable day (24 hours) for each statutory holiday as noted in the Glossary and Definitions of SSS General Tariff 1000-D. If Total Time is greater than Free Time plus Credit, then the Chargeable Time is referenced against Demurrage Fees as prescribed in Item 230-B of this document.

## **Item 215-B Cars Held for Purposes Other than Loading or Unloading**

For a rail car being placed in Hold Status (ie. held on SSS network for purposes other than loading or unloading), due to the following reasons:

- Requests from Consignor of Consignee, shipper or receiver to hold car,
- Waiting for proper disposition from, or as a result of conditions attributable to consignor, consignee, shipper or receiver,
- Cars awaiting Customs Clearance, embargo permit numbers, repair or maintenance,
- Late or incomplete Bill-of-Lading,
- Refused shipments,
- Over or improperly loaded,
- Re-shipments,
- Cars awaiting storage,
- Or other such reason)

Asset use is determined as the time between when the rail car was originally placed and the time of disposition of the rail car.

For Example:

- Car was placed at customer track on Sept 2, 2023 at 3:50pm.
- Car was originally billed and released on Sept 4, 2023 at 5:50pm.
- Customer called to place car on hold for change of destination Sept 6, 2023 at 1:30pm.
- Car was rebilled to new destination Sept 6, 2023 at 2:30pm.
  
- Demurrage starts Sept 3, 2023 @ 7:00am
- Demurrage ends Sept 6, 2023 @ 2:30pm
- This would be 4 days of demurrage, minus 1 day of credit period. Total 3 days charged.

No additional free time is applied for rail cars in Hold Status. The time for which demurrage fees would apply (Chargeable Time) is the total time of asset use. The Chargeable Time is referenced against Demurrage Fees as prescribed in Item 230-B of this document.

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## **Item 220 Notification of Placement**

Cars to Public Tracks – SSS will notify responsible party when rail cars are actually placed or when cars are being held on SSS tracks (constructively placed PCON) due to reasons attributable to the responsibility party.

Cars to Customer Loading/Unloading Tracks – Delivery of cars upon Consignee/Consignor tracks will constitute notice of actual placement. When rail cars are being held on SSS tracks due to reasons attributable to the consignor or consignee, SSS will provide notice of constructive placement at point when rail cars can no longer be progressed.

Cars Stopped in Transit – When rail cars are no longer able to progress, SSS will provide notice to consignor, consignee or owner responsible for set-off that rail cars are being constructively placed.

Refusal of Empty or Loaded Rail Cars – When an empty or loaded car is refused at origin or destination, SSS will provide notice to the consignee, consignor or owner that cars are being constructively placed.

Notification by SSS will be provided electronically and include car initials and numbers, commodity, date and time.

## **Item 225 Notification to SSS**

Notification to SSS shall be furnished per Item 2300 of SSS General Freight Tariff 1000-D, wherein the recorded date and time that instructions are received will govern.

## **Item 230-B Demurrage Fees**

The following fees will apply against the Chargeable Time calculated:

<u>TYPE</u>	<u>FEE</u>
Railway Owned or Controlled Equipment	\$50 per car per day (*)
Dangerous Goods Loaded and Last Contained	\$160 per car per day

(\*) – unless otherwise declared by controlling railway

Demurrage Calculations are explained in detail below.

As indicated in Item 205 if a rail car is rebilled, demurrage will be calculated from the original spot time of the car to the time the equipment has been properly billed.

### **What is Demurrage?**

- Demurrage is a rental fee that a railway charges its customers for the use of railcars.

### **Why do you pay Demurrage?**

- Demurrage is charged to cover the cost (Car Hire) that a railway incurs for the usage of the railcars.





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## What is Car Hire?

- Car Hire is the rental fee that the Owners of a car charge the railway for the use of that car.

## What is a Rebill?

- Anytime a BoL is modified for any reason and needs to be resubmitted.

## Breakdown

- The Customer orders a car through the CP system. Once that car reaches Regina, SSS starts to pay Car Hire. The Car Hire rate is different for every car, and different for every railway (very complicated formulas, that involve hourly, and daily rates, and usually a per mile rate). This Car Hire continues until SSS delivers the car back to CP in Regina. SSS doesn't receive any credit days, or credits for holidays.
- SSS charges the customer that ordered the car a set rate per day (Demurrage), with credits given for holidays and a free first loading day, from the time the car is spotted to the time the car is released within the Rail Connect system.
- This Demurrage is a cost recovery fee only, it is not a source of revenue for a railway. Because of the unpredictability of the Car Hire fees SSS is forced to estimate what these fees will be, so we can develop a set rate for our customers.

## How does a car get Released?

- A BoL is created using the eBoL billing system, this only generates the BoL it does not release the car. You need to ensure you are clicking "Send" on the BoL for it to transfer to the Rail Connect software.
- Once this BoL is received in Rail Connect, the software performs various checks on the BoL to ensure the data is correct and all entered correctly.
- Once it passes all of these checks, the BoL will be attached to the car and it will automatically be marked as Released, which will notify SSS that the car is ready to be picked up.
- If there is an error on the BoL, it will not be attached, and therefore does not indicate to us a properly Released car. Neither SSS or you will receive a notification indicating this car has an error.
- The SSS team works diligently on ensuring all BoL's get attached to the cars properly, so that no car gets missed.
- We do not use the BoL date as a release date, if you generate BoL's but do not click "send", the cars will not release and demurrage will continue to accrue.

## How is Demurrage Calculated?

- Demurrage is calculated from 7:00 AM the day after the car was spotted, in 24-hour increments, until the day the car is released within the Rail Connect software.
- Example:

<u>EVENT</u>	<u>DATE / TIME</u>
Car Arrives at CP for SSS	Sat Sept 5, 2020 @ 8:00 AM
Car is lifted by SSS	Mon Sept 7, 2020 @ 11:00 AM
Car is spotted to Customer	Mon Sept 7, 2020 @ 2:00 PM
Car is loaded by Customer	Tues Sept 8, 2020 @ 7:30 AM
Car is Billed in eBoL	Thurs Sept 10, 2020 @ 1:00 PM
Car released in Rail Connect	Thurs Sept 10, 2020 @ 1:30 PM
Car is lifted by SSS	Fri Sept 11, 2020 @ 12:15 PM
Car is delivered to CP Regina	Fri Sept 11, 2020 @ 2:30 PM



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- Using the above example, SSS pays Car Hire to the owner of the Car:

<u>CAR HIRE START</u>	<u>CAR HIRE END</u>	<u>CAR HIRE TOTAL</u>
Sat Sept 5, 2020 @ 8:00 AM	Fri Sept 11, 2020 @ 2:30 PM	150.5 hours

- SSS charges the customer:

<u>DEMURRAGE START</u>	<u>DEMURRAGE END</u>	<u>DEMURRAGE TOTAL</u>
Tues Sept 8, 2020 @ 7:00 AM	Wed Sept 9, 2020 @ 6:59 AM	1 Day
Wed Sept 9, 2020 @ 7:00 AM	Thurs Sept 10, 2020 @ 6:59 AM	1 Day
Thurs Sept 10, 2020 @ 7:00 AM	Thurs Sept 10, 2020 @ 1:30 PM	6.5 hours (counted as 1 Day)
Free Credit Day		Minus 1 Day
	Total	2 Days

The Car Hire system is how the owners of the car make money, these cars are not all owned by CP and just free for us to use. CP simply manages the fleet and distributes them as requested.

The Demurrage system is monitored by SSS on a monthly basis to ensure the rate is kept as low as possible for our customers. But we still need to recover the Car Hire cost we pay every month. This system is not perfect, and errors do occur, making it necessary sometimes to have adjustments.

### ESTIMATE / INVOICE SCHEDULE

Demurrage is issued on a monthly basis. An estimate for your demurrage will be issued in the second week of the month after the demurrage took place. This estimate allows for any disputes to occur for your demurrage charges. Any undisputed demurrage will be converted to an invoice. This system will encourage our customers to begin the dispute process sooner, and encourage faster turn around times on invoices. Once an invoice is issued, it will be final, no adjustments will be made to invoices so it is imperative that any disputes are handled within the grace period after receiving the Estimates. Any invoices outstanding after the Invoice Due Date, will be assessed a 2% interest fee per month.

<u>DEMURRAGE MONTH</u>	<u>ESTIMATE ISSUED</u>	<u>INVOICE ISSUED</u>	<u>INVOICE DUE</u>
October 2023	Nov 6-10, 2023	Dec 1, 2023	Jan 1, 2024
November 2023	Dec 4-8, 2023	Jan 1, 2024	Feb 1, 2024
December 2023	Jan 8-12, 2024	Feb 1, 2024	Mar 1, 2024
January 2024	Feb 5-9, 2024	Mar 1, 2024	Apr 1, 2024
February 2024	Mar 4-8, 2024	Apr 1, 2024	May 1, 2024
March 2024	Apr 8-12, 2024	May 1, 2024	Jun 1, 2024
April 2024	May 6-10, 2024	Jun 1, 2024	Jul 1, 2024
May 2024	Jun 10-14, 2024	Jul 1, 2024	Aug 1, 2024
June 2024	Jul 8-12, 2024	Aug 1, 2024	Sep 1, 2024
July 2024	Aug 5-9, 2024	Sep 1, 2024	Oct 1, 2024
August 2024	Sept 9-13, 2024	Oct 1, 2024	Nov 1, 2024
September 2024	Oct 7-11, 2024	Nov 1, 2024	Dec 1, 2024
October 2024	Nov 4-8, 2024	Dec 1, 2024	Jan 1, 2025
November 2024	Dec 9-13, 2024	Jan 1, 2025	Feb 1, 2025
December 2024	Jan 6-10, 2025	Feb 1, 2025	Mar 1, 2025



# SSS – Ancillary Freight Tariff 3000-E

## **Item 235-C Congestion of Railway**

When, in SSS’s judgement, an excessive quantity of rail cars are constructively placed for a shipper, consignee, consignor or other party responsible for rail car handling, such that the railway’s yards and network become congested causing material operating problems, the following procedures will be undertaken:

- SSS will notify the party for which cars are destined that any such rail cars in excess of spotting and unloading capacities and which cannot be placed at the party’s facility will be placed on Hold Status on SSS, if space is available, at the full demurrage fee and future cars will not be received at interchange with the connecting carrier.
- Cars will be considered in storage until such time as space is made available to place cars at the party’s facility.
- Once all rail cars held by SSS are advanced, SSS will begin receiving further rail cars at interchange.
- If the party’s do not bring improvement to the situation within a defined notice period, SSS will notify the party of its intent to act on Item 2400 of SSS General Tariff 1000-D.
- Storage fees will begin on the date cars were placed into storage. Demurrage fees will apply as per Item 230-B.
- Storage fees will finish on the day the cars are removed from storage and placed at customer spot. Demurrage fees will continue until the railcar is properly billed and released from customer spot.
- This fee applies to both Private and Non-Privately owned cars

<u>TYPE</u>	<u>FEE</u>
Constructively Placed cars held in storage	\$10 per car per day

## **Item 240 Staging Fees for Unit Trains Held**

When unit trains are held or set-off enroute between origin and destination due to customer reasons, the following Staging Fees will apply:

<u>TYPE</u>	<u>FEE</u>
Loaded or Empty Train with Power	\$424 per hour
Loaded or Empty Train with Power Removed	\$212 per hour (*)
Loaded Dangerous Goods Trains with Power	\$583 per hour
Loaded Dangerous Goods Trains with Power Removed	\$371 per hour (*)
Trains Last Contained Dangerous Goods with Power	\$504 per hour
Trains Last Contained Dangerous Goods with Power Removed	\$292 per hour (*)
(*) Time charged includes running time for power one way from set-off location to Terminal. SSS reserves the right to remove locomotives from the staged train at its sole discretion.	



**SECTION 3 RAIL CAR STORAGE**

**Item 300 Rail Car Storage**

Should customers wish to store rail cars on the SSS network, requests can be made, in writing to management Glenn Pohl glenn@xpertrail.com and include:

- The type and number of rail cars to be stored,
- The intended date and duration of storage,
- The lot size and timing plans for arrival onto the SSS network, and
- The lot size and timing for departure from SSS network.

SSS will assess each request and respond with a proposal for agreement or a timeline by which it may be in a position to respond with a proposal for agreement. Submission of a request for storage does not constitute approval or acceptance to store rail cars on the SSS network.

Storage agreements will include fees for switching rail cars into storage, storage number and duration, switching rail cars out of storage and include special fees for rail cars containing or last contained Dangerous Goods, inspections as may be required and rail cars released from storage but not used or forwarded.

**SECTION 4 SUPPLEMENTAL SERVICES**

**Item 400-B Industrial Switching Services**

The following industrial switching services are offered by SSS, upon written request to **Jerri-Lynn Watson** jerri@xpertrail.com.

Intra-Plant Switching – When a rail car is moved from one spot or track to another spot or track within the boundaries of the customer’s facility (sometimes referred to as a re-spot)

Intra-Terminal Switching – When a rail car is moved from one location within the switching limits of a railway terminal to another location within the same terminal.

Inter-Terminal Switching – When a rail car is moved from a location within the switching limits of a railway terminal to another location within a different railway terminal.

The following fees apply against the specific industrial switching service requested:

<u>TYPE</u>	<u>FEE</u>
Intra-Plant Switching	\$100 per car
Intra-Terminal Switching	\$100 per car
Inter-Terminal Switching	\$200 per car (*)
(*) \$175 per car for Non-Revenue cars (cars destined for scrap on SSS, or cars destined for repair on SSS)	



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## **Item 405-B Special Switch Services**

SSS offers a Special Switching Service to customers requesting, in writing to **Jerri-Lynn Watson** jerri@xpertrail.com, that a customer's facility be switched outside of regular spotting and lifting services and/or an extra switching service is required at the facility due to blocked tracks (snow/ice build up, track blocked by equipment, etc.). These services are offered subject to available resources and capacity for the following fee and cancellation provisions:

<u>TYPE</u>	<u>FEE</u>
Special Switch	\$530/hour (1)
Delay to Train (waiting for loading/unloading)	\$530/hour (1)
Cancellation Prior to Departure	\$530
Cancellation Post Departure	\$1,060 (2)

(1) applied to the nearest half hour from time of departure of serving terminal to time of completion of switching services requested.  
(2) Or the hourly rate if cancelled after 2 hours on duty.

It is the sole responsibility of the customer to ensure that the tracks on their site are kept clean and clear of obstacles (ie. snow, ice, and equipment, or any other material that would impede the crew from spotting or lifting the customers cars).

## **Item 410-A Special Train Services**

SSS offers a Special Train Service to customers requesting, in writing to **Jerri-Lynn Watson** jerri@xpertrail.com, that an additional train run be initiated outside of regular train delivery and lifting service operating plans. These services are offered subject to available resources and capacity for the following fee and cancellation provisions:

<u>TYPE</u>	<u>FEE</u>
Special Train Run	\$106/mile (*)
Cancellation <24 hours Prior to Departure	\$1,595

(\*) subject to a minimum \$3,750, mileage is calculated on all distance traveled by locomotives.



## SECTION 5 ACCESSORIAL CHARGES

### Item 500-C Rail Cars Ordered and Not Used or Cherry Picked

If a rail car is ordered for placement and the rail car or order is subsequently;

- Not used and returned empty
- Not used and returned loaded
- Returned in error
- Ordered in by specific car number placement among all cars ordered (ie. cherry picked)
- Cancelled, Reduced or Changed

The rail cars will be re-consigned back to the original shipper/owner, unless otherwise instructed, and the following fees will apply:

<u>TYPE</u>	<u>FEE</u>
Ordered and Returned Empty	\$391 per car
Ordered and Returned Loaded	\$391 per car
Ordered and Returned in Error	\$391 per car
Ordered in by specific car number/spot (cherry picked)	\$345 per car
Orders Changed, Reduced or Cancelled, after cars received at interchange	\$338 per car

### Item 505-B Rail Cars Released in Error, Returned or Delivered Off-Line

If a rail car is found to be released in error:

- Released empty and found to be loaded,
- Released loaded and found to be empty,
- Released empty or loaded and subsequently requested to be re-spotted, or
- Released empty or loaded and not available or accessible to be pulled;

And if the rail car has not been delivered off-line, the rail car will be returned, or if unable to be placed will be held; and if the rail car has been delivered off-line and the customer wishes the car to be returned, the customer must make arrangements with the connecting carrier to return the rail car to interchange wherein SSS will return and place the rail car; subject to the following fee:

<u>TYPE</u>	<u>FEE</u>
Released in Error, Returned and Placed	\$391 per car (*)
Released in Error, Returned but Unable to Place	\$391 per car (*) (**)
Released in Error, Delivered Off-Line, Returned and Placed	Reverse Rated Freight (*)
Released in Error, Delivered Off-Line, Returned but Unable to Place	Reverse Rated Freight (*) (**)

(\*) All applicable demurrage charges will apply while car is on SSS as per Item 230-B of this document.  
 (\*\*) Additional set-off fees apply as outlined in Item 530-B of this document.

# SSS – Ancillary Freight Tariff 3000-E

## **Item 510-A Rejected, Refused, Returned Shipments**

Unless otherwise restricted, shipments reaching destination on the SSS but not unloaded (for reasons other than SSS's error) or reaching interchange and not advanced on the connecting carrier (for reasons other than SSS's error) may be returned to the original shipping point via the reverse route. This shipment will be subject to normal freight charges as outline in SSS Freight Rate Tariff 4000-F. Once the error or restriction is corrected, the shipment will be lifted as if it was new shipment under the SSS Freight Rate Tariff 4000-F.

Any rail car deemed unsuitable for loading must be rejected and customer must advise SSS immediately by e-mail to: **Jerri-Lynn Watson** jerri@xpertrail.com, **Sean Watson** sean@xpertrail.com

## **Item 515-A Handling Improper, Leaking or Over Loaded Rail Cars – Non Dangerous**

An unsafe or improperly loaded rail car is any rail car loaded in an unsafe manner or not otherwise compliant with AAR rail car operating and loading guidelines and similarly a leaking rail car is any car that has demonstrated, through any means, evidence of an unauthorized release of contents, or as may be suspected as such by rail car handling personnel. An overloaded rail car is defined as a rail car for which either:

- The net weight (actual weight of freight including all other materials incidental to the movement of the goods) is in excess of the rail cars authorized load limit as stenciled on the car, or
- The gross weight (combined weight of the rail car, freight and associated materials) is in excess of one either:
  - The Total Weight on Rail (TWR) as registered in the UMLER file for that rail car, or
  - The track weight limitations at any point along the route.

If a rail car is released or later suspected or found to be overloaded, leaking, improperly loaded or otherwise unsafe to transport due to the current status of its contents or the rail car itself, the rail car will not be permitted to advance. The shipper will be notified and be required to address the deficiency accordingly, at their expense, and the rail car will be subject to the following fees;

<u>TYPE</u>	<u>FEE</u>
Suspected, but not found to be unsafe for transport	No Charge
Overloaded, but within allowable tolerance	No Charge
Improperly Loaded, Leaking, Overloaded or Unsafe	\$500 per car (*)

(\*) Cars in Hold Status will be subject to applicable set-off, demurrage Hold Status and/or diversion and re-positioning fees, plus any other costs associated with clean up and or repairs.

Should SSS personnel perform any work necessary to adjust the car, the shipper will be responsible for all costs plus 25%. Shipper will indemnify SSS from liability for any loss or damage including loss of life, personal injury, content or property as a result of handling the offending rail car.



## **Item 520-A Diversions or Re-Consignment**

A diversion occurs when an order, instructions or way-bill item is changed from the original shipping document previously received by SSS (rebilled), such as:

- A change in the named party as shipper, payer of freight, consignor or consignee.
- A change in origin or destination (including interchange).
- A request to stop the car for the purpose of delivery or re-consignment.

Diversion and re-consignment provisions only apply to cars that are in SSS's possession. Cars diverted beyond or before the SSS network would not apply. Diversions and re-consignment requests must be forwarded in writing to **Jerri-Lynn Watson** jerri@xpertrail.com and will only be acknowledged from consignor, consignee, payer of freight, or their authorized representative. Acceptance or rejection of the request is at the sole discretion of SSS.

Acceptance of the request would be subject to the following fees:

<b><u>Before Placement</u></b>	<b><u>Fee</u></b>
Change of consignee or consignor with no change in location	No Charge
Change of freight bill party or other information with no change in location	No Charge
Change of location served within same terminal or switching district	No Charge
For all other changes occurring before actual placement	No Charge
<b><u>After Placement</u></b>	<b><u>Fee</u></b>
Change of consignee within station	Item 400-B (*)
Change requiring movement to different station – same customer	Item 400-B (**)
Changes requiring movement to different station – different customer	Item 525-A
(*) Item 400-A – Intra-Terminal Switch	
(**) Item 400-A – Inter-Terminal Switch	
Should any diversion or re-consignment result in SSS holding the car to await instructions or placement, demurrage and other accessorial charges will be assessed as applicable to the party requesting the diversion.	



## **Item 525-A Car Responsibility Change**

In the case when cars are ordered by a customer and subsequently:

- Customer no longer needs the cars they ordered, and a different customer volunteers to accept them
- A customer is requesting cars from a different customer who agrees to give up their cars

Cars may be transferred to the other customer with no additional freight charges to either party, provided that:

- Original customer pays any and all applicable demurrage while the car was at their facility until 07:00 AM the morning after instructions have been received for the movement to commence.
- Receiving customer pays demurrage starting 07:00 AM the morning after instructions have been received for the movement to commence until the car is properly released through the eBoL system.

Any other arrangements for demurrage calculations must be submitted via e-mail to **Jerri-Lynn Watson** [jerri@xpertrail.com](mailto:jerri@xpertrail.com).

## **Item 530-B Setting off Rail Cars and Rail Cars Held for Instructions**

Any occasion where SSS is required to stop or delay the advance of a rail car under normal service and set the car off for:

- special handling,
- instructions,
- missing embargo permit numbers, incomplete or in error BoL,
- service,
- repair,
- adjustment or
- deal with other restrictions to forwarding,

the rail car will be subject to the following fee:

Rail Cars Set-Off or Held for Instruction	\$275 per car
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Cars set off and placed in Hold Status will be subject to demurrage, diversion or other applicable fees, as outlined in Item 215-B

## **Item 535-B Manual Bills-of-Lading**

If BoLs are submitted by means other than thru eBoL (such as phone at 306-722-0000, or e-mail at [jerri@xpertrail.com](mailto:jerri@xpertrail.com)) the submission will be considered a manual submission and rail car will be subject to the following fee:

Manual Bill-of-Lading	\$55 per car
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\*Fee also applies if changes to BoL are required once car is off SSS.

## **Item 545-A Unauthorized Use of Railway Asset**

On any occasion when a customer or party makes use of a rail car, siding, equipment or land without due authorization as shipper, consignor or consignee per terms and conditions agreed between shipper, consignor or consignee and SSS or other supplying carrier, the offending party will be fined the following penalties:

<u>Type</u>	<u>Fee</u>
Unauthorized Use of Railway Cars and/or Equipment	\$1,600 per unit 1 <sup>st</sup> occurrence
Unauthorized Use of Railway track, sidings and/or land	\$5,300 1 <sup>st</sup> occurrence

Penalties will double for each subsequent occurrence; party will be liable for any loss or damage associated with use of the assets and party may be subject to further legal action.

## **SECTION 6 ACCESSORIAL CHARGES: DANGEROUS GOODS**

### **Item 600-A Inspections of Dangerous Goods Rail Cars on Railway Property**

When a rail car containing or last contained Dangerous Goods is being held on railway property and requires inspection according to transportation of dangerous goods regulations, SSS will perform the inspection subject to the following fee:

Inspection of Dangerous Goods Rail Car	\$250 per car per occurrence
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### **Item 605-A Apply Lost or Missing Placards**

When a rail car containing or last contained Dangerous Goods enters SSS's network and is found to be missing the appropriate placard, SSS will notify the shipper and the shipper shall arrange to address the deficiency, at its expense, including any set-off or demurrage charges applicable, prior to furtherance of the rail car. Should the shipper request SSS to replace the missing placard for convenience, the shipper shall supply SSS the appropriate placard and SSS shall install the placard, subject to the following fee:

Replace Missing Placards	\$65 per car
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## **Item 610-A Handling Improper, Leaking or Over Loaded Rail Cars: Dangerous Goods**

When the circumstances of Item 515-A occur against the shipment of Dangerous Goods or against a rail car last containing Dangerous Goods, the shipper will be notified and be required to address the deficiency accordingly, at their expense, and the rail car will be subject to the following fees:

<u>Type</u>	<u>Fee</u>
Suspected, but not found to be unsafe for transport	No Charge
Improperly Loaded, Leaking, Overloaded or Unsafe	\$1,600 per car (*)

(\*) Cars will be subject to applicable set-off, demurrage Hold Status and/or diversion and re-positioning fees, plus any other costs associated with clean up and or repairs, and/or legal fees.

Shipper will indemnify SSS from liability for any loss or damage including loss of life, personal injury, content or property as a result of handling the offending rail car.

## **SECTION 7 OTHER RAILWAYS**

### **Item 700 Interchanged in Error, Improper for Furtherance or Pending Instructions**

When rail cars are received by SSS at interchange that:

- Are not consigned to SSS or its customers,
- Are placed in interchange and not intended for interchange with SSS or at the wrong interchange location,
- Are returned or rejected due to an oversupply of rail cars against current orders and customer capacity, or
- Have been rejected by customers prior to placement on interchange;

Such cars will be designated as Received in Error.

When rail cars are received by SSS at interchange that are:

- Unsafe for furtherance,
- Improperly loaded, or
- Unsuitable for loading;

Such cars will be designated as Improper for furtherance.

When rail cars are received by SSS at interchange without full shipping instructions, such cars are designated as Pending Instruction.

Rail cars Received in Error, Improper for Furtherance or Pending Instructions will be subject to the following fees, as applied to the connecting carrier:



# SSS – Ancillary Freight Tariff 3000-E

<u>Type</u>	<u>Fee</u>
Received in Error	\$424 per car
Improper for Furtherance	\$318 per car
Pending Instructions	\$106 per car (*)

(\*) Rail Cars received at Interchange Pending Instruction may be placed in Hold Status and subject to applicable Set-off and demurrage fees as applicable to the shipper.

## **Item 705 Connecting Carrier Surcharges**

Tariff fees, charges and surcharges invoiced to SSS by other carriers as a direct result of customer shipments, activities, errors, omissions or purposes will be passed-through and payable by the customer, subject to Item 125.

## **SECTION 8 SSS’S COMMITMENT**

### **Item 800 Rail Cars Spotted or Pulled in Error**

Rail cars that have been spotted or pulled by SSS in error of shipping instructions received shall be replaced as soon as possible and if demurrage or other fees have been registered against the cars on SSS’s network subsequent to SSS’s errors, such fees will be cleared from the customer’s account, including any fees passed through by connecting carriers associated with the SSS error.

### **Item 805 Missed or Delayed Switch**

Rail cars that have been assigned demurrage or other fees as a result of missed switches or switches delayed as a direct result of factors within direct control of SSS, such fees will be cleared from the customer’s account.

### **Item 810 Bunching of Rail Cars**

Rail cars ordered in due sequence to customer loading and unloading capabilities and regular train service schedules that have been bunched by the direct and sole actions of SSS shall not accrue asset use time in the calculation of demurrage fees, equivalent to the time period the rail cars should have been dispersed for loading or unloading. Such exclusions shall not apply to bunching caused by the actions of connecting carrier, cars ordered out of due sequence or a change in loading or unloading capabilities.

### **Glossary and Definitions**

Refer to SSS General Freight Tariff 1000-D for glossary and definitions regarding SSS Series Tariffs.

