

## 1 SECTION 1 / GENERAL

### 1.1 SCOPE OF TARIFF

This tariff covers rules, rates, and charges for Forty Mile Rail Inc. (FMR)

### 1.2 TRAIN RUN MINIMUM CAR VOLUME

Minimum FMR Train Run car volume is 28, unless otherwise authorized by agreement of the FMR ([office@40mr.ca](mailto:office@40mr.ca))

### 1.3 FMR INVOICES

FMR will invoice for services performed pursuant to the provisions of this tariff, no later than 30 days following the date that services are rendered; except that for car hire, car storage and storage switching, invoices will be issued on the last day of the applicable calendar month.

Invoices are payable to Forty Mile Rail Inc., Box 186, Foremost, AB T0K 0X0.

### 1.4 TARIFF CHANGES

Rates and charges under this tariff are subject to change without prior notice. Notice of change will appear on FMR's website at [www.40mr.ca](http://www.40mr.ca).

## 2 SECTION 2 / FREIGHT RATES AND INVOICES

### 2.1 FREIGHT RATE HAULAGE

1. The Base freight rate = \$15.00 per metric tonne for shipping bulk grain/pulse/oilseed. For all other commodities please call (403) 867-3310 or email [logistics@40mr.ca](mailto:logistics@40mr.ca) for a quote.
  - a. Effective September 1<sup>st</sup>, 2016 freight rates will be subject to fuel surcharge per loaded car of \$0.38 per mile, for example: shipments from Foremost: \$0.38 x 46 miles = \$17.48.
  - b. Administrative fees (GE Transportation computer usage and billing system): = \$12.00 per loaded car.
  - c. The foregoing rates apply to all commodities.
2. Effective April 1st, 2018, the rate for all grain/pulse/oilseed traffic shipped by FGE Foremost will be as agreed with FMR.
3. The rate for inbound loaded traffic = \$8.00 per metric tonne.

### 2.2 SPECIAL REQUEST HAULAGE

Special request haulages (e.g. a request for cars to be loaded over the normal maximum tonnage rate, special trains, other) Will be addressed on an individual request basis. Please contact FMR at [office@40mr.ca](mailto:office@40mr.ca)

### 2.3 INVOICES

Invoices will be issued the first business day after loaded cars are interchanged. All invoices are due and payable net 15 days date of invoice. Interest in the amount of 1% per month will be charged on overdue accounts. Payment remittance information is displayed on all freight and sales invoices. For supplemental billing/invoice inquiries, please submit email to [logistics@40mr.ca](mailto:logistics@40mr.ca).

### 2.4 RELEASED – UNSAFE TO MOVE

If determined by FMR or a subsequent rail carrier that a railcar is unsafe to move because it is overloaded, improperly loaded or improperly unloaded, FMR will work with the customer to facilitate a weight reduction or load adjustment. This section outlines the process and responsibilities.

- FMR will provide written notice of the overloaded or improperly loaded, improperly unloaded railcar, including the railcar number, contents, location, its actual gross weight and the acceptable gross weight.
- Within 48 hours of this notification, you must provide FMR with complete written advice regarding the removal and/or adjustment of the shipment. If after 48 hours, no such advice is received, FMR reserves the right to arrange for the removal and disposal of the overloaded portion of the shipment and/or adjustment.

If a railcar is found to be unsafe because it is overloaded, improperly loaded, or improperly unloaded, the shipper named on the Bill of Lading will be invoiced for all fees associated to the rectification of such defect, and, in addition, the shipper will be deemed to have indemnified FMR from liability for any loss of life, personal injuries, or damage to property resulting from the overloading, improper loading, or improper unloading of railway equipment.

## 2.5 FREIGHT RESTRICTIONS

Stirling Subdivision - 268,000 pounds gross weight unless otherwise authorized by FMR.

## 2.6 OVERWEIGHT RAILCARS

See Item 2.4. FMR 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 above.

## 2.7 REJECTED CARS

Any railcar deemed unsuitable for loading must be rejected

Railcar(s) that are rejected by the customer as being unsuitable for loading (a bad order car) will be returned to CP. A replacement car will be provided from the next inbound set of empties.

## 2.8 ADMINISTRATION SURCHARGE

Charges assessed FMR by third parties railways as a direct result of customer errors or omissions in billing and/or switching instructions, will be charged back to the customer, and will be subject to a 20% Administration Surcharge.

## 2.9 FMR SERVICE AREA

For the purpose of this section, FMR service area will be defined as: follows:

Stirling Subdivision:

- a) Foremost
- b) Legend
- c) Skiff
- d) Wrentham
- e) Conrad
- f) Judson Flats

## 2.10 CAR HIRE

Car hire commences at the date and time a rail car is interchanged inbound from CP until the date and time such rail car is released by the shipper (car release cut off time) for interchange outbound to CP.

Each hour in which rail cars remain on any portion of FMR, will be invoiced to the shipper party at a rate of \$0.75 per hour.

Car release cut-off time for the FMR service area will be the time that FMR is notified of the time loading/unloading of a rail car has been completed.

## 2.11 INITIAL BILLING SUBMISSION TO FMR

The following information must be transmitted to FMR immediately upon completion of loading or at the time of unloading of a rail car:

<b>Bill Of Lading Requirements</b>		
Every shipment requires this information:		Transborder shipments require additional information:
<p style="text-align: center;"><b>Main</b></p> <ul style="list-style-type: none"> <li>➤ Railcar initial and number (if multicar, lead railcar initial and number)</li> <li>➤ Commodity description (STCC)</li> <li>➤ Load or empty status</li> <li>➤ Net weight and unit of measure (ex: mt or lbs)</li> <li>➤ Weight type (ex: Shipper’s Weight Agreement, Destination Weight Agreement, etc)</li> <li>➤ Full routing, including junctions and railway roles (ex: Interline, Delivery Switch, etc)</li> <li>➤ All shipments originating on FMR will be Routed Via Rule 11</li> <li>➤ Single car or multi-car waybill</li> <li>➤ Origin city and province</li> <li>➤ Destination city and province</li> </ul> <p style="text-align: center;"><b>Equipment</b></p> <ul style="list-style-type: none"> <li>➤ If multicar, trailing railcar(s) initial and number</li> <li>➤ Net weight and unit of measure (ex: mt or lbs)</li> </ul>	<p style="text-align: center;"><b>Parties</b></p> <ul style="list-style-type: none"> <li>➤ Shipper’s name, full civic address and postal code or zip code</li> <li>➤ Consignee’s name, full civic address, and postal code or zip code</li> <li>➤ Care of party (when using a third party unloader), full civic address and postal code or zip code</li> <li>➤ Payer(s) of freight, full civic address and postal code or zip code</li> </ul> <p style="text-align: center;"><b>Rebill (Payer of Freight Detail)</b></p> <ul style="list-style-type: none"> <li>➤ FMR Portion of Freight – payer of freight from origin to Judson Flats junction</li> </ul> <p style="text-align: center;"><b>NOTE: Payer(s) of freight for FMR portion of route must be pre-approved by FMR</b></p> <ul style="list-style-type: none"> <li>➤ CP And Beyond Portion(s) of Freight – payer(s) of freight from Judson Flats to final destination</li> </ul> <p style="text-align: center;"><b>Additional</b></p> <ul style="list-style-type: none"> <li>➤ Rail Destination Details (FSAC)</li> <li>➤ Rail Origin Details (FSAC)</li> <li>➤ Notify Parties (email addresses)</li> </ul>	<p style="text-align: center;"><b>Transborder</b></p> <ul style="list-style-type: none"> <li>➤ Customs broker, city, and province/state</li> <li>➤ Country of origin</li> <li>➤ Invoice value and currency (if in bond)</li> <li>➤ Actual shipper/exporter name and full address</li> <li>➤ Actual consignee/importer name and full address</li> <li>➤ All seal numbers (as affixed to railcars)</li> <li>➤ Transborder and dangerous goods/hazardous materials shipment information must meet all U.S. and Canada regulatory requirements to be considered complete. Please consult the applicable government departments</li> </ul> <p style="text-align: center;"><b>Dangerous goods/hazardous materials/shipments also require:</b></p> <ul style="list-style-type: none"> <li>➤ UN number</li> <li>➤ Class number</li> <li>➤ Packing group</li> <li>➤ 24 hour telephone number</li> <li>➤ Emergency Response Assistance Plan (ERAP) number (to/from Canada)</li> <li>➤ ERAP phone number (to/from Canada)</li> </ul>

Complete and accurate billing instructions must be sent immediately after completion of loading or unloading. Any car for which FMR is not in prompt receipt of billing instructions will be subject to car hire charges as provided by Item 2.10.

Billing instructions must be emailed to [billing@40mr.ca](mailto:billing@40mr.ca) with a copy to [office@40mr.ca](mailto:office@40mr.ca)

## 2.12 CHANGE OF INITIAL BILLING

FMR must be notified of any changes to be made to initial billing:

Billing to railcars loaded, released but not yet interchanged to CP will not be subject charges to effect to waybill changes.

Changes or amendments to initial billing for railcars loaded, released, lifted from loading site, and interchanged and delivered to CP must be done through direct communication with CP.

## 2.13 STAGING OF RAILCARS

FMR must be notified at the time cars are released if switching will be necessary to marshal cars in blocks as required by agreement between FMR and CP. For switching so required of less than one hour in duration, no charges will accrue. If more than one hour of switching is required, a charge of \$450 per hour or part thereof will be assessed.

## 2.14 HOLIDAYS

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

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Labor Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day