



# CN Shipping Regulations and Optional Services

**CN 9000**

Carload

CN 9000-AD (S5) Effective July 1, 2020

## Legend

 Pricing change

 Price Decrease

 Price Increase

 Text Change

 New Item

### **EFFECTIVE JULY 1, 2020**

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# Documentation

The bill of lading allows CN to legally pick up the shipment for transportation. Providing us with accurate and complete information about your shipments helps us provide on-time delivery, seamless transborder shipping and the assurance that your shipments meet safety and legal requirements. It all begins with the Bill of Lading, using our CN One (eBusiness) tools, or EDI. Using these tools, the information relating to your shipment is entered in our system once and only once, virtually eliminating the chance of error or delay due to incorrect documentation. It allows us to comply with the relevant laws, helps to streamline the release of your shipment, its routing – even billing. You want reliability and we work hard to provide it. Accurate and complete Bill of Lading information is the first step.

Please register for CN One (eBusiness) at [www.cn.ca/register](http://www.cn.ca/register).

## Bill Of Lading Information Requirements

To release your shipment and to ensure that it is pulled without delay, please provide any necessary information and/or documents relating to dimensional shipments, customs, or the transportation of dangerous goods/hazardous materials that – due to the nature of the shipment – are required in addition to the information noted below.

Every shipment requires this information:

- Railcar initial and number
- Shipper’s name, full civic address and postal code or zip code
- Consignee’s name, full civic address and postal code or zip code
- Care of party (when using a third party unloader), full civic address and postal code or zip code
- Payer of freight, full civic address and postal code or zip code
- Origin, destination and route
- Country code for shipments originating overseas
- Load or empty status
- Commodity description, including the 7 digit STCC
- Net weight and unit of measure
- Weight terms (e.g., kg or tons)
- Total number of pieces and package type
- Where applicable, concentrate gondola car’s cover number
- Western Canada grain shipments also require an order reference number

Transborder shipments require additional information:

- Customs broker, city, and province/state
- Country of origin
- Invoice value and currency (if in bond)
- Actual shipper/exporter name and full address
- Actual consignee/importer name and full address
- All seal numbers (as affixed to railcars)
- 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 to ensure compliance.

Dangerous goods/hazardous materials/shipments also require:

- UN number
- Class number
- Packing group
- 24-hour telephone number
- Emergency Response Assistance Plan (ERAP) number (to/from Canada)
- ERAP phone number (to/from Canada)



<h3>Providing complete and accurate documentation</h3>	<h3>Item 3050 </h3>
<p>This item applies to all billable shipments, including loaded and empty equipment as well as empty hazardous-residue equipment (which by law, requires the shipper to provide documentation). This fee will apply if:</p> <ul style="list-style-type: none"> <li>• your shipping instructions are incomplete or</li> <li>• your shipping instructions are incorrect or</li> <li>• you request changes to your shipping instructions, including responsible parties</li> </ul> <p>For changes in shipping instructions that result in your shipment being re-routed, a diversion fee will apply (item 12000).</p> <p>Note: Foreign railroad-supplied railcars may be subject to an additional fee of \$100 per railcar to account for capacity utilization on CN's network.</p>	<p><b>\$50</b> per railcar</p> <p><b>\$400</b> per railcar when a railcar must be held due to incomplete or inaccurate documentation plus switching and asset use fees</p> <p><b>\$2,500</b> per railcar for hazardous materials/dangerous goods containing TIH/PIH (load or residue empty) when railcars are in transit</p> <p>In addition, fines or penalties imposed by the Federal Railroad Association (FRA) will be flowed through to the responsible party.</p> <p>Responsibility: shipper</p>

## Ordering Railcars

At CN, we do everything possible to provide you with an empty railcar where and when you need it. You may order railcars up to four weeks in advance, while having the flexibility to change orders as business conditions warrant. Once a car order is placed, we will confirm it within 24 hours of the week's order cut-off time. If your car order is placed after the cut-off time, we will confirm it as equipment availability permits.

Using our CN One (eBusiness) Car Order tool, you can enter new car orders, modify existing orders, and gain instant visibility of your order's confirmation status. You can elect to receive an email notification of your car orders that you have entered or changed. You are also able to subscribe to CN's order confirmation activities.

The Car Order program applies to railroad-marked railcars and is not applicable to certain bulk traffic (coal; coke; potash; fertilizers; western Canada grain in covered hoppers), U.S. grain, automotive traffic, heavy-duty railcars, and customer-assigned car pools.

<h3>Placing an order for empty railcars</h3>	<h3>Item 1000</h3>
<p>Use the CN One (eBusiness) Car Order tool at <a href="http://www.cn.ca/ebusiness">www.cn.ca/ebusiness</a> to place your order. Specify the number of railcars that you require by choosing one of the predefined Car Order patterns that has been set up for you. You will then be able to order your cars for the start of the shift on which you will load the cars – shown as the desired required loading date and the required loading time.</p> <p>Deadline for railcar orders:</p> <p>The Wednesday (by 14:00 ET) preceding the week for which the railcars will be loaded.</p>	

Confirmation of your weekly order	Item 1050
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Confirmation of railcar orders:

For car orders placed before the cut-off time, we will confirm your order by 14:00 ET on Thursday, updating the confirmed order field on the CN One (eBusiness) Car Order tool. If equipment availability makes it impossible to meet all of your empty railcar requirements, this will be reflected in your confirmation number and we will continue to search for cars to fill your order, unless you reduce your order.

Cancelling or reducing your order after cut-off	Item 1100
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Confirmation of railcar orders:

For car orders placed after the cut-off time, we will confirm your order no later than the following business day by updating the confirmed order file on the CN One (eBusiness) Car Order tool. If equipment availability makes it impossible to meet all of your empty railcar requirements, this will be reflected in your confirmation number and we will continue to search for cars to fill your order, unless you reduce your order.

Cancelling or reducing your order at cut-off	Item 1150
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You may make reductions without a cancellation fee, prior to the lead time or the order. The lead time, displayed on CN One (eBusiness), is pattern (CCO) specific and represents the time required to remove or add cars to train(s) that will be involved in the delivery of railcars to your facility. Within the lead time for an order, orders cannot be modified. The following rules apply when cancellations are made to the order prior to the lead time.

- **72 hours or more prior to the want date and want time**, the order and confirmation will be cancelled or reduced immediately.
- **Less than 72 hours prior to the want date and time**, the order reduction will be reviewed by CN for re-distribution, and if possible, the confirmed number will be adjusted.
- Order reductions above the number of cars confirmed will be adjusted immediately at all times without penalty.

If the empty railcars cannot be re-distributed, you will receive the cars and you will need to make one of two decisions:

- Keep the empty railcars for loading, reducing future orders.
- Release the empty railcars as Not Used.

Note: Asset use fees (Item 9000) apply to both options. A released not used fee (Item 1200) applies to Option #2.

Confirmation of the acceptance of the reduction by CN will be provided no later than the following business day and will be visible on the CN One (eBusiness) car order tool.

We reserve the right to reduce or cancel the supply of railcars for a confirmed car order when the cars actually placed or constructively placed for the order exceed the railcars required for loading.

<p><b>Cancelling or reducing your foreign railroad-supplied railcar</b></p>	<p><b>Item 1175</b></p>
<p>If you order a foreign railroad-supplied railcar and then cancel your order, you will be charged a cancellation charge if the railcar is already on CN's network in addition to a fee to transport the railcar back to the railroad that supplied the railcar.</p> <p>If the railcar has already arrived at your loading location, a release not used charge as per item 5 will be assessed in addition to the transportation fee.</p>	<p><b>\$150</b> per foreign railroad-supplied railcar plus asset use fees if applicable</p> <p>CN 890000 or other commercial publication applies for the transportation of the railcar back to the railroad that supplied the railcar.</p> <p>Responsibility: party providing the instructions</p>

<p><b>Railcars ordered and released "not used"</b></p>		<p><b>Item 1200</b></p>
<p>Railroad-provided cars</p>	<p>A fee is applicable when railcars are placed, constructively placed or scheduled to be placed for the required loading date/required loading time, which are not used and subsequently released as an empty.</p> <p>Note: Foreign railroad-supplied railcars may be subject to an additional fee of \$100 per railcar to account for capacity utilization on CN's network.</p>	<p><b>\$250</b> fee per railcar plus asset use fees</p> <p>This fee also applies on railcars ordered from CN and not accepted by a loader located on another rail carrier.</p> <p>Responsibility: party providing the instructions</p>
<p>Private railcars</p>	<p>No fee for railcars released as revenue-generating empty movements (waybilled under contract or tariff or as an intra-terminal or inter-terminal switch) except as follows. A fee is applicable when:</p> <ul style="list-style-type: none"> <li>a) a railcar is released from storage or constructive placement to a local industry and CN does not participate in the subsequent revenue movement from that industry.</li> <li>b) a railcar is released from storage or constructive placement and redirected to another location (i.e., it is not switched from storage to a local industry for loading) under mileage equalization tariffs RIC 6007 and CN 6544. This switch from storage is work that we perform above and beyond what is defined under mileage equalization.</li> <li>c) a railcar is released from storage or constructive placement and subsequently redirect or rebilled to another location (i.e. it is not switched from storage to a local industry for loading) for the purpose of private railcar management (item 9405)</li> </ul>	<p><b>\$409</b> fee per railcar plus asset use fees</p> <p>Responsibility: party providing the instructions</p>

Railcars unsuitable for loading	Item 1250
<p>If you must reject a railcar as unsuitable for loading, you need to do so using our CN One (eBusiness) Release Railcars tool, while providing a reason.</p> <p>If it is confirmed that the rejected car is dirty or unsuitable for loading, you do not need to order a replacement car as your shortfall will be adjusted to flow another empty railcar to your facility.</p> <p>Exception: Refer to Item 5500 for ordering covered hopper railcars for western Canada grain</p>	<p>No fees applicable to the order party</p>
<p>Should we inspect the railcar and find it suitable for loading, a charge will be assessed. Should we deliver a car type other than specified in your Car Order pattern, please contact your CN Service Delivery Representative to arrange for a replacement.</p>	<p><b>\$250</b> per railcar</p> <p>Responsibility: Order party</p>

## Covered Hopper Railcars

### U.S. Grain

We provide U.S. customers loading grain products in covered hopper railcars type “LO” (the Association of American Railroads (AAR) designation for covered hopper railcars) with a unique railcar order program.

Your railcar order request must include the number of railcars, the requested date, as well as commodity, destination and route. Your order must be placed a minimum of 14 days prior to your request date. Once we have confirmed your order, any cancellation you request will be subject to a service fee.

Ordering covered hopper railcars – U.S. grain	Item 5000
<p>When cancelled up to 30 days after the want date.</p> <p>Railcars rejected as unsuitable for loading must be re-ordered. No fee or credit will apply.</p>	<p><b>\$105</b> per railcar</p>
<p>Note - grain and grain products: Barley (STCC 01 131), Corn (STCC 01 132), Oats (STCC 01 133), Rye (STCC 01 135), Sorghum Grains (STCC 01 136), Wheat (STCC 01 137), Grain, nec (STCC 01 139), Flaxseeds (STCC 01 142), Soybeans (STCC 01 144), Oil Seeds, nec (STCC 01 149), Canary Seeds (STCC 01 159), Field Crops, nec (STCC 01 199), Beans, edible, nec, dried (STCC 01 341), Peas, dried (STCC 01 342), Lentils, nec, dried (STCC 01 343), Mustard Seeds, other than wild (STCC 01 915), and Chopped, Ground or Pulverized Alfalfa (STCC 01 992), Grain Mill By-Products (STCC 20 418 / 20 419), Feed Supplements (STCC 20 421), Corn Glutens (STCC 20 467), Malt (STCC 20 831), Soybean Products (STCC 20 923), Nut or Vegetable Oil Seed Products (STCC 20 939)</p> <p>Note: Asset use for grain and grain product railcars - unit car blocks at loading: On car blocks for a single origin/destination in the United States (minimum of 25 cars), asset use fees for loading will start on the second 00:01 hrs after the actual/constructive placement of the last car in the block or the unit car block order date (latest of the two times). Asset use will stop upon the release of the car block.</p> <p>Note: CN is a signatory railroad of the National Grain and Feed Association (NGFA) voluntary agreement to make use of mandatory binding NGFA arbitration to resolve certain types of disputes with participating grain companies. Matters subject to arbitration include asset use fees and our railcar order program.</p>	

## Western Canada Grain

CN One's (eBusiness tool) "Grain Car Order" at [www.cn.ca](http://www.cn.ca) provides customers who load CN-supplied covered hopper railcars in Western Canada with a unique car ordering program designed to ship your grain and other crops.

When you place your grain car order request, you must specify at a minimum the origin loading facility, the desired want date, the destination corridor, the destination unloading facility or interline gateway, and the number of railcars.

Grain car order requests to port destinations must have Terminal Authorization, which signifies the unloading facility operator undertakes to receive and unload the cars when delivered.

The total number of cars requested in CN's Grain Car Order Book for the upcoming want week must not exceed twice the car spot capacity of the loading facility or loading site (or the interchange, if loader is located on a short line) as indicated in Grain Car Order;

For larger grain companies that control multiple large elevators (with 50 or more car spot capacity and storage capacity over 10,000 mt), the total cars requested for all loading facilities combined for the upcoming week must not exceed the company-specific threshold communicated to the company by CN.

### Ordering covered hopper railcars – Western Canada grain

### Item 5500

- You must place your grain car order requests using the Grain Car Order tool.
- You must place your order no later than the order cut-off time: 12:00 noon MT (13:00 CT) on Tuesday of the week prior to the week of the desired want date.
- Each week, during the "blackout period" between order cut-off and 23:59 MT Thursday, CN's planners review all car order requests placed in the Grain Car Order Book, evaluate total demand for and availability of rail assets, and develop plans for empty car supply and spotting train service for the next week.
- CN confirms its intent to fulfill a car order request through the Planned Service Report, published each Friday in the Grain Car Order tool, which provides notification of the number of empty cars planned for supply and the train service plan for delivery and placement of the cars, as well as updates if service plans change.
- Order Tracking Numbers and Order Reference Numbers, used in Grain Car Order Book administration, and the Confirmed Order Reports are simply confirmations CN has received the order request, and do not signify a car order request is valid nor that CN intends to or has yet planned to fulfill that request.
- Car order requests that exceed the car spot maximum or company-specific threshold will be removed from the Grain Car Order Book.
- Car order requests that are incomplete, inaccurate, or upon CN verification do not have Terminal Authorization (where applicable) are invalid and will be removed from the Grain Car Order Book.
- Car order requests not yet planned for supply and service in upcoming service week will be removed from the Grain Car Order Book and can be reordered for the following service week if still required.
- Car orders planned for supply and service but not actually spotted during planned week are carried forward as unfulfilled orders in "shortfall" status, unless cancelled or removed from the Grain Car Order Book. Under normal operating conditions, CN gives priority to fulfill "shortfalled" orders in the next service week through a recovery plan published in Planned Service Report

Railcars rejected as unsuitable for loading must be re-ordered. No fee or credit will apply.

<p><b>Reducing, cancelling or changing your order - Western Canada grain</b></p>	<p><b>Item 5600</b></p>
<p>A fee will not apply:</p> <ul style="list-style-type: none"> <li>• If you modify the destination corridor or origin any time outside of the blackout period – as long as CN has not already planned your order for service.</li> </ul> <p>A fee will apply:</p> <ul style="list-style-type: none"> <li>• If you reduce or cancel a car order, after your original planned service date has been confirmed.</li> <li>• If you change the destination corridor or unloading facility after CN has already planned your grain car order for service.</li> <li>• For removal of car order requests that are invalid or exceed maximum order thresholds.</li> <li>• If cars are billed to a destination corridor or unloading facility or interline gateway different from your order that affects the physical handling of a railcar to destination, the fees listed under Item 12000 will apply.</li> </ul> <p>Note: Foreign railroad-supplied railcars may be subject to an additional fee of \$100 per railcar to account for capacity utilization on CN’s network.</p>	<p><b>\$100</b> per railcar</p>

<p><b>Bill of lading information requirements – Western Canada grain</b></p>	<p><b>Item 5650</b></p>
<p>If you load a car ordered and planned for service through CN’s Grain Car Order Book, you must provide, in addition to the ‘Bill of Lading Information Requirements’ on page 4, the following information in your Bill of Lading:</p> <p>Order Reference Number for your order (as indicated in Planned Service Report)</p> <p>Your Bill of Lading will be rejected when:</p> <p>A shipment is released with a Bill of Lading with missing or inaccurate Order Reference Number information.</p> <p>If missing or inaccurate information in Bill of Lading causes a railcar to be held, the fees listed under item 3050 will apply.</p>	

## Railcars not available to pull; unable to place

<p><b>Released railcars – not available to pull</b></p>	<p><b>Item 6100</b></p>
<p>This fee applies if the railcar has been released by the shipper but – for a reason attributable to the shipper – is not available at the time of the pull (example: your gate is closed and we cannot reach the railcar).</p> <p>Note: Foreign railroad-supplied railcars may be subject to an additional fee of \$100 per railcar to account for capacity utilization on CN’s network</p>	<p><b>\$250</b> per railcar plus asset use and switching fees if applicable</p> <p>Responsibility: shipper</p>

<b>Railcars – unable to place</b>	<b>Item 6200</b>
<p>This fee applies if CN is unable to place cars, that were ordered in or for spot-on-arrival customers, due to reasons attributable to the consignee or operating customer.</p> <p>Note: Foreign railroad-supplied railcars may be subject to an additional fee of \$100 per railcar to account for capacity utilization on CN's network.</p>	<p><b>\$250</b> per railcar plus asset use and switching fees if applicable</p> <p>Responsibility: consignee (Canada) or operating customer (U.S.)</p>

## Government and Border Related Fees

### Customs-Imposed Holds

In the case of a transborder shipment, if Canada or U.S. Customs require that the railcar be held for bond, we must place a hold on that railcar. Security measures designed to improve safety and security at the border drive these hold for bond requests by customs. Acting on your behalf, we co-operate with the authorities when requested.

<b>Hold fees for Canada customs (CBSA) or U.S. customs and Border Protection (CBP)</b>	<b>Item 8000</b>
<p>This fee will apply if we are obliged to hold or set-out a railcar for compliance, enforcement or random inspection. If it was determined that customs documentation was incomplete or erroneous, item 8020 will also apply.</p> <p>Note: Foreign railroad-supplied railcars may be subject to an additional fee of \$100 per railcar to account for capacity utilization on CN's network.</p>	<p><b>\$1,000</b> per railcar plus any customs penalties, asset use and switching fees if applicable</p> <p>Responsibility: shipper named on the Bill of Lading</p>

<b>Hold fees for incomplete or erroneous Customs documentation</b>	<b>Item 8020</b>
<p>If the reason for placing a railcar in hold status is due to incomplete or erroneous customs documentation or data quality, a hold fee will be assessed.</p> <p>Holds may be caused by erroneous customs documentation provided by the customer, or its agent, or because of random customs inspections. By ensuring that you provide accurate and complete documentation, you have the capability to avoid the non-random holding of your shipment.</p> <p>Note: Foreign railroad-supplied railcars may be subject to an additional fee of \$100 per railcar to account for capacity utilization on CN's network.</p>	<p><b>\$2,500</b> per railcar plus any customs penalties, asset use and switching fees if applicable</p> <p>Responsibility: shipper named on the Bill of Lading</p>

<p><b>INPARS (inland pre-arrival review system) or PARS (pre-arrival review system) entry not filed for Canadian bound shipments</b></p>	<p><b>Item 8030</b></p>
<p>For import shipments into Canada and terminating in Canada, INPARS (Inland Pre-Arrival Review System) or PARS (Pre-Arrival Review System) entries must be filed before the train and cargo arrive at the first port of entry into Canada. PARS entries include PARS OGD (Other Government Departments) and PARS paper transactions.</p> <p>If the reason for placing the railcar on hold is due to the customs broker not filing INPARS or PARS entry, an additional fee will be assessed.</p> <p>Note: Foreign railroad-supplied railcars may be subject to an additional fee of \$100 per railcar to account for capacity utilization on CN's network.</p>	<p><b>\$250</b> per railcar in addition to hold fees in item 8000</p> <p>Responsibility: shipper named on the Bill of Lading</p>

## Incomplete or Late Customs Filing and Documentation

<p><b>Broker entry not filed for U.S. bound shipments</b></p>	<p><b>Item 8050</b></p>																
<p>In order to facilitate your shipments across the international borders, it is imperative that the Customs Broker you choose has all of the paperwork to file customs entries before the train and cargo arrive at the border crossing. The entry filed prevents a customs hold in Canada and the US. For border clearance shipments, destined to the United States, the broker entries must be filed prior to arrival at the last major CN rail terminal.</p> <table border="0"> <thead> <tr> <th><u>Border Gateway</u></th> <th><u>CN Rail Terminal</u></th> </tr> </thead> <tbody> <tr> <td>Port Huron</td> <td>Toronto</td> </tr> <tr> <td>Port Huron</td> <td>Sarnia</td> </tr> <tr> <td>Buffalo</td> <td>Toronto</td> </tr> <tr> <td>East Alburgh</td> <td>Montreal</td> </tr> <tr> <td>Rouses Point</td> <td>Montreal</td> </tr> <tr> <td>Ranier</td> <td>Winnipeg</td> </tr> <tr> <td>Noyes</td> <td>Winnipeg</td> </tr> </tbody> </table> <p>When customs entries are not completed the cargo will be held until the entries are completed.</p> <p>If the reason for placing the railcar on hold is due to the customs broker not filing entry, an additional fee will be assessed.</p> <p>Note: Customs brokers who are remote filers must be available 24/7 to facilitate the border entry process.</p> <p>Note: Foreign railroad-supplied railcars may be subject to an additional fee of \$100 per railcar to account for capacity utilization on CN's network.</p>	<u>Border Gateway</u>	<u>CN Rail Terminal</u>	Port Huron	Toronto	Port Huron	Sarnia	Buffalo	Toronto	East Alburgh	Montreal	Rouses Point	Montreal	Ranier	Winnipeg	Noyes	Winnipeg	<p><b>\$250</b> per railcar in addition to hold fees in items 8000 and 8020</p> <p>Responsibility: shipper named on the Bill of Lading</p>
<u>Border Gateway</u>	<u>CN Rail Terminal</u>																
Port Huron	Toronto																
Port Huron	Sarnia																
Buffalo	Toronto																
East Alburgh	Montreal																
Rouses Point	Montreal																
Ranier	Winnipeg																
Noyes	Winnipeg																

<h3>Broker entry not filed for transborder shipments</h3>	<b>Item 8060</b> 
<p>In order to facilitate your shipments across the international borders, it is imperative that the Customs Broker you choose has all of the paperwork to file customs entries before the train and cargo arrive at the border crossing. The entry filed prevents a customs hold in Canada and the US. Brokers receive notification to file as soon as the shipping instructions are complete and accepted in CN's system. The broker must file entry upon receipt of the first notification to file entry. If entry has not been filed after 24 hours, or after the receipt of the third notice to file entry, an additional fee will be assessed.</p> <p>Note: Customs brokers who are remote filers must be available 24/7 to facilitate the border entry process.</p> <p>Note: Foreign railroad-supplied railcars may be subject to an additional fee of \$100 per railcar to account for capacity utilization on CN's network.</p>	<p><b>\$250</b> per railcar in addition to hold fees in items 8000 and 8020</p> <p>Responsibility: shipper named on the Bill of Lading</p>

### USDA APHIS Fee

In the case of a transborder shipment from Canada to the U.S., the U.S. Department of Agriculture's Animal and Plant Health Inspection Service (APHIS) inspects and levies a fee on every commercial vehicle crossing the border, whether or not it is carrying agricultural products.

We co-operate with the authorities and will pay the fee on your behalf to facilitate a seamless border crossing, then reclaim it from you. Please note that the railroad physically crossing the border between the United States and Canada is responsible for billing the APHIS fee to its customer.

<h3>USDA APHIS</h3>	<b>Item 8100</b>
<p>A USDA APHIS fee is assessed on your shipment.</p>	<p><b>\$2.50 CDN / \$2.00 US</b> per railcar</p> <p>Responsibility: payer of freight</p>

### Carbon Surcharges

CN will assess a carbon surcharge under linehaul or haulage service on any traffic that travels from, to or within Canadian provinces as per the federal and provincial carbon pricing programs. The third party software PC\*Miler (Trimble MAPS) is used as the basis for calculating the mileage for the carbon surcharges. The mileage is published on the CN One (eBusiness) tool, Get Rail Miles & Route.

<h3>Carbon Surcharges</h3>	<b>Item 8200</b>											
<p>These fees will be assessed on shipments travelling on CN from, to or within the following provinces.</p> <table border="1" data-bbox="175 1766 776 1896"> <thead> <tr> <th rowspan="2">Province</th> <th colspan="2">Fee per Mile</th> </tr> <tr> <th>Cdn \$</th> <th>US \$</th> </tr> </thead> <tbody> <tr> <td>British Columbia</td> <td>\$0.06</td> <td>\$0.05</td> </tr> <tr> <td>Alberta</td> <td>\$0.04</td> <td>\$0.03</td> </tr> </tbody> </table>	Province	Fee per Mile		Cdn \$	US \$	British Columbia	\$0.06	\$0.05	Alberta	\$0.04	\$0.03	<p>Responsibility: payer of freight</p>
Province		Fee per Mile										
	Cdn \$	US \$										
British Columbia	\$0.06	\$0.05										
Alberta	\$0.04	\$0.03										

Saskatchewan	\$0.04	\$0.03
Manitoba	\$0.04	\$0.03
Ontario	\$0.04	\$0.03
Quebec	\$0.04	\$0.03
New Brunswick	\$0.04	\$0.03
Nova Scotia	\$0.04	\$0.03

Note: These surcharges do not cover the portion of the shipment that travels on a shortline railroad in these provinces. Shortline railroads may assess and collect separate and additional carbon surcharges.

## Crude Oil Levy

<b>Crude Oil Levy</b>	<b>Item 8240</b>
<p>Crude oil shipments travelling from, destined to or travelling within Canada, will be assessed the crude oil levy, as per Transport Canada's Bill C-52, and will be adjusted annually on April 1st.</p> <p>Details of Bill C-52 can be obtained at the following site:  <a href="http://www.parl.gc.ca/HousePublications/Publication.aspx?Mode=1&amp;DocId=8057194&amp;Language=E">http://www.parl.gc.ca/HousePublications/Publication.aspx?Mode=1&amp;DocId=8057194&amp;Language=E</a></p>	<p><b>\$1.79 CDN / \$1.35 US</b> per metric ton</p> <p>Responsibility: payer of freight</p> <p>Levy not applicable on empty or residue railcars</p>

## Customs-Imposed Fees

While transporting your goods, there are various government-imposed fees that we may incur. In the case of a transborder shipment from Canada to the United States, the U.S. Customs Service is authorized to collect a user fee on all railcars that enter the U.S. This fee is administered under the Consolidated Omnibus Budget Reconciliation Act (COBRA), which was established in 1985 to offset inspection costs incurred by the American agency.

We co-operate with the U.S. authorities and will pay the fee on your behalf to facilitate a seamless border crossing, then reclaim it from you. This is common industry practice and the railroad physically crossing the border between Canada and the U.S. is responsible for the U.S. Customs User Fee.

<b>U.S. customs user fee (COBRA)</b>	<b>Item 8250</b>
<p>A U.S. Customs User Fee is assessed on your transborder shipment.</p> <p>Exception: This fee does not apply to Canadian shipments moving in-transit through the U.S. and back to Canada, nor to U.S. shipments moving in-transit through Canada and back to the U.S.</p>	<p><b>\$11.77 CDN / \$8.84 US</b> per railcar</p> <p>Responsibility: payer of freight</p>

# Positive Control of Rail Security-Sensitive Materials (RSSM)

Regulations issued from the US Department of Homeland Security's Transportation Security Administration (TSA) on November 26, 2008 provided new requirements for rail carriers, shippers, and receivers of Rail Security-Sensitive Materials (RSSM) shipments. These rules apply to shipments within the United States and the United States portion of trans-border shipments.

The regulations are intended to ensure that rail carriers, shippers, and consignees do not leave railcars containing RSSM unattended, thereby lessening the potential for significant transportation security incidents in the US. The regulations require that for the pick-up of RSSM cars at any location or delivery of RSSM cars in a HTUA, there must be a customer representative present to ensure the proper transfer to, or receipt from, the carrier of the RSSM cars(s) and related documentation.

HTUAs located on the CN network include the cities of: Baton Rouge LA, Buffalo NY, Chicago IL, Cincinnati OH, Detroit MI, Memphis TN, Milwaukee WI, Minneapolis/St. Paul MN, New Orleans LA, Omaha NE, Pittsburgh PA, St. Louis MO, and Toledo OH.

A full listing of RSSM commodities is available at [www.cn.ca/en/shipping-prices-tariffs-optional-services.htm](http://www.cn.ca/en/shipping-prices-tariffs-optional-services.htm).

<p><b>Positive control of rail security-sensitive materials (US only)</b></p>	<p><b>Item 8300</b></p>
<p>The US Department of Homeland Security's Transportation Security Administration (TSA) requires that a customer originating a railcar containing Rail Security-Sensitive Materials (RSSM) at any location or receiving a railcar containing RSSM at a HTUA must have a representative physically present to ensure the attended transfer of this railcar.</p> <p>If, after appropriate notification, CN arrives to deliver a railcar in a location identified by the TSA as a HTUA and a customer's representative is not present for the required hand-off, CN will be required to return the railcar to a Rail Secure Area on its network and arrange for its delivery at a later time</p> <p>If, after appropriate notification, CN arrives to pick up a railcar and a customer's representative is not present for the required hand-off, CN will be required to switch out the car from the pick-up track and leave it behind. The fee under CN 9000 Item 6100 (Released Railcar – Not Available to Pull) will apply.</p>	<p><b>\$500</b> per railcar plus applicable switch fees</p> <p>Responsibility: party for whom railcars are being placed</p>

# Asset Use

Efficient asset utilization benefits you by increasing the availability of railcars. Railcars that do not move cause yard congestion, reduce overall fleet velocity and carrying capacity for all of our customers, and directly impact the level of service we are able to provide.

Our linehaul rates include the movement of your shipment from origin to destination and include time or “credits” for loading and unloading cars. If you load or unload cars in less than the allocated time, you may use the remaining credits to offset “debits” (asset use time) during the period. Asset use fees are assessed when net debits exceed credits during a service period.

For billing purposes, a service period is one week. Asset use time starts at 00:01 after: placement or notification of constructive placement; notice of availability, or “hold” or notice of being held. On the occasions where we are unable to deliver the railcars as requested, and as a result you must exceed the amount of time we provide for loading and unloading, we will work with you to make it right.

## Railroad-Supplied Railcars

Asset use at loading	Item 9000
<p><b>Loading: 1 credit</b></p> <p>Want Date for empty railroad-provided railcars (at loading).</p> <p>The Want Date is the date you request a specified number of railcars to be placed for loading (and may be fulfilled by CN any time between 00:01 and 23:59 that day).</p> <p>There are three types of exceptional placement of empty railcars at loading:</p> <ul style="list-style-type: none"> <li>• <b>Early Supply:</b> When we supply railcars earlier than your Want Date, CN’s automated system will credit you for the early supply. Asset Use time will not start until 00:01 the day after your Want Date.</li> <li>• <b>Late Supply:</b> When we supply railcars after your Want Date, or on your Want Date but after your switch window, CN will credit you for the late supply.</li> <li>• <b>Placing railcars outside of regular switch service:</b> When we place empty railcars on your Want Date but later than your regular switch service (as defined on CN’s website), we will automatically provide you with extra credits per car, up to the end of your next switch window. If there is not a next assignment scheduled, two extra credits per car will be provided.</li> </ul> <p>The planned service date will be used for any extended asset use calculation for Western Canadian Grain traffic due to the non-scheduled service for this business.</p> <p>Note: Foreign railroad-supplied railcars may be subject to an additional fee of \$100 per railcar to account for capacity utilization on CN’s network.</p>	<p>Cars released on <b><u>Dec. 29, 2019 to April 25, 2020</u></b></p> <p><b>\$200</b> per railcar per day</p> <p>Cars released on <b><u>April 26, 2020 to Dec. 26, 2020</u></b></p> <p><b>\$130</b> per railcar per day excluding greater Vancouver and Chicago areas</p> <p><b>\$170</b> per railcar per day for greater Vancouver and Chicago areas</p>

Asset use at unloading	Item 9050
<p><b>Unloading: 1 credit</b></p> <ul style="list-style-type: none"> <li>When a car is placed for unloading, asset use will start at 00:01 the day after the actual placement date.</li> <li>If a car is constructively placed prior to arrival, asset use will start at 00:01 the day after your next available scheduled service window.</li> </ul> <p>Note: If your service window crosses midnight, asset use will start at 00:01 the day after the end of your service window.</p> <p>Example: Service window is Monday at 22:00 to Tuesday at 05:00 and the car is constructively placed on Monday at 20:00. Asset use will start on Wednesday at 00:01. Wednesday will be day 1 of the credit, and Thursday will be charged asset use if the car is not released empty.</p> <p>When we place your railcars later than your regular switch service (as defined on CN's website), asset use will start at 00:01 the day after your next switch window. If there is not a next assignment scheduled, two extra credits per car will be provided. Note: For U.S. grain shipment unloading Item 9060 applies</p> <p>This item also applies when lading (product inside the railcar) has been rejected.</p> <p>Note: Foreign railroad-supplied railcars may be subject to an additional fee of \$100 per railcar to account for capacity utilization on CN's network.</p>	<p>Cars released on <b><u>Dec. 29, 2019 to April 25, 2020</u></b>  <b>\$200</b> per railcar per day</p> <p>Cars released on <b><u>April 26, 2020 to Dec. 26, 2020</u></b>  <b>\$130</b> per railcar per day excluding greater Vancouver and Chicago areas  <b>\$170</b> per railcar per day for greater Vancouver and Chicago areas</p>

Asset use for US grain shipments at unloading	Item 9060
<p><b>Unloading: 1 credit</b></p> <ul style="list-style-type: none"> <li>When a car is placed at for unloading, asset use will start at 00:01 the day after the actual placement date.</li> <li>If a car is constructively placed prior to arrival, asset use will start at 00:01 the day after your next available scheduled service window.</li> </ul> <p>Note: If your service window crosses midnight, asset use will start at 00:01 the day after the end of your service window.</p> <p>Example: Service window is Monday at 22:00 to Tuesday at 05:00 and the car is constructively placed on Monday at 20:00. Asset use will start on Wednesday at 00:01. Wednesday will be day 1 of the credit, and Thursday will be charged asset use if the car is not released empty.</p> <p>When we place your railcars later than your regular switch service (as defined on CN's website), asset use will start at 00:01 the day after your next switch window. If there is not a next assignment scheduled, two extra credits per car will be provided.</p>	<p><b>\$130</b> per railcar, per day excluding greater Chicago area</p> <p><b>\$170</b> per railcar, per day in the greater Chicago area</p>

<p>This item applies for grain shipments originating in Canada or the U.S. and are destined and unloaded in the U.S.</p> <p>Note - grain and grain products: Barley (STCC 01 131), Corn (STCC 01 132), Oats (STCC 01 133), Rye (STCC 01 135), Sorghum Grains (STCC 01 136), Wheat (STCC 01 137), Grain, nec (STCC 01 139), Flaxseeds (STCC 01 142), Soybeans (STCC 01 144), Oil Seeds, nec (STCC 01 149), Canary Seeds (STCC 01 159), Field Crops, nec (STCC 01 199), Beans, edible, nec, dried (STCC 01 341), Peas, dried (STCC 01 342), Lentils, nec, dried (STCC 01 343), Mustard Seeds, other than wild (STCC 01 915), and Chopped, Ground or Pulverized Alfalfa (STCC 01 992), Grain Mill By-Products (STCC 20 418 / 20 419), Feed Supplements (STCC 20 421), Corn Glutens (STCC 20 467), Malt (STCC 20 831), Soybean Products (STCC 20 923), Vegetable Oil Seed Products (STCC 20 939)</p>	
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<p><b>Asset use for customer-assigned pools (empty railroad-provided railcars)</b></p>	<p><b>Item 9500</b></p>
<p>Customer-assigned pools consist of railway-provided railcars that we have agreed to operate and hold in an assigned pool. Customer-assigned pools of railroad equipment are not the most efficient in terms of asset utilization, and many customers have transitioned to our standard fleet distribution and car order program to enjoy the benefits of increased railcar availability and streamlined railcar cycles.</p> <p>Please note that when ordering from a customer-assigned pool of railcars, you must order cars generically by pool number and not by specific car number.</p> <p>At the origin loading location or at the servicing yard, empty railcars will be held from the time the notice of availability is given until the railcar is ordered-in, actually placed or removed from the pool.</p> <p><b>Loading: 1 credit</b></p> <p>Railroad car loading asset use fees (Item 9000) apply following placement. Exception: To meet customs requirements, empty auto parts boxcars and empty frame flat cars (with loads) are classified as loads when placed for loading at a customer's site. Railcars in these assigned pools will be allocated 3 credits.</p>	<p>Cars released on <u><b>Dec. 29, 2019 to April 25, 2020</b></u></p> <p><b>\$200</b> per railcar per day</p> <p>Cars released on <u><b>April 26, 2020 to Dec. 26, 2020</b></u></p> <p><b>\$130</b> per railcar per day excluding greater Vancouver and Chicago areas</p> <p><b>\$170</b> per railcar per day for greater Vancouver and Chicago areas</p>

## Private Railcars on CN tracks

We place a high priority on keeping our operating yards fluid so that train connections are on time and your goods get to where they need to be. When you need additional time to load, unload or store your private equipment, many options are available to you. You could construct additional capacity at your own site or store your cars with shortlines (many of our partners offer this service), third parties or industries offering storage services. You can also reach out to your CN Account Manager or Sales Center to discuss private railcar storage options on CN's tracks, subject to availability. If you can right-size your fleet to a lower level, this will also save you costs.

Asset use for railcars not containing dangerous goods/hazardous materials	Item 9200
<p>Free time is provided between the time the customer is notified of Constructive Placement (CP) and the customer's next scheduled switch service. No additional free time is provided.</p> <p>Fee includes switching to/from tracks where the railcar is being held, prior to being placed for unloading.</p> <p>This item also applies when lading (product inside the railcar) has been rejected.</p>	<p><b>Cars released on <u>Dec. 29, 2019 to April 25, 2020</u></b></p> <p><b>\$85</b> per railcar, per day excluding greater Vancouver and Chicago areas</p> <p><b>\$130</b> per railcar, per day in the greater Vancouver and Chicago areas</p> <p><b>Cars released on <u>April 26, 2020 to Dec. 26, 2020</u></b></p> <p><b>\$75</b> per railcar, per day excluding greater Vancouver and Chicago areas</p> <p><b>\$120</b> per railcar, per day in the greater Vancouver and Chicago areas</p>
<p>Note: For asset use purposes, private loaded railcars containing elevated temperature asphalt (STCCs 4961610, 4961605 or 4961619) or residual fuel oil (STCCs 4914166 and 4914168) will be treated as railcars not containing dangerous goods/hazardous materials in Canada.</p>	

Asset use for railcars containing dangerous goods/hazardous materials	Item 9250
<p>Free time is provided between the time the customer is notified of Constructive Placement (CP) and the customer's next scheduled switch service. No additional free time is provided.</p> <p>Fee includes inspection by CN, based on regulatory guidelines.</p> <p>This item also applies when lading (product inside the railcar) has been rejected</p>	<p><b>\$170</b> per railcar, per day excluding greater Vancouver area and greater Chicago area</p> <p><b>\$220</b> per railcar per day in the greater Vancouver and greater Chicago area</p> <p><b>\$2,500</b> per railcar, per day for PIH/TIH</p>

Asset use for empty railcars	Item 9300
<p><b>Private empty railcars held on CN tracks prior to being placed for loading</b></p> <p>Free time is provided between the time the customer is notified of Constructive Placement (CP) and the customer's next scheduled switch service. No additional free time is provided.</p> <p><b><u>Locations with scheduled service:</u></b> Asset use time will not start until 00:01 the day after the car's constructive placement. This calculation is only started once the car has reached the yard servicing your location and after your next scheduled service window.</p> <p><b><u>Locations with no scheduled service</u></b> will be given <b>2 extra credits</b> from the car's constructive placement date.</p> <p>After you advise CN that you are unable to take the empty railcar, we may need to hold it for staging at a yard other than the one servicing your location. No free time will be provided in such cases. Fee for railcars held on CN track include switching to and from tracks where the railcar is being held.</p>	<p><b><u>Cars released on Dec. 29, 2019 to April 25, 2020</u></b></p> <p><b>\$85</b> per railcar, per day excluding greater Vancouver, Edmonton, Scotford and Chicago areas and Destrehan, LA</p> <p><b>\$130</b> per railcar per day in the greater Vancouver, Edmonton, and Chicago areas and Destrehan, LA</p> <p><b>\$210</b> per railcar per day in the greater Scotford area</p> <p><b>\$2,000</b> per railcar, per day for last contained Inhalation Hazards Materials – PIH/TIH</p> <p><b><u>Cars released on April 26, 2020 to Dec. 26, 2020</u></b></p> <p><b>\$75</b> per railcar, per day excluding greater Vancouver, Edmonton, Scotford and Chicago areas and Destrehan, LA</p> <p><b>\$120</b> per railcar per day in the greater Vancouver, Edmonton, Chicago areas and Destrehan, LA</p> <p><b>\$200</b> per railcar per day in the greater Scotford area</p> <p><b>\$2,000</b> per railcar, per day for last contained Inhalation Hazards Materials – PIH/TIH</p> <p>Responsibility: party responsible for the railcar (shipper, consignee, owner or lessee)</p>
<p><b>Note:</b> If you enter into a storage agreement with CN, the asset use fee will be assessed only when the specified storage capacity is exceeded. Your Account Manager is your contact for storage agreements.</p> <p><b>Liability:</b> CN assumes no responsibility for any damage, loss or injury to the stored railcar(s) or its/their contents, except to the extent caused by the negligence or intentional acts of CN.</p>	

<b>Asset use for locomotives or railcars moving on own wheels</b>	<b>Item 9350</b>
<p><b>1 credit</b></p> <p>Customer locomotives or railcars can be shipped as freight under a linehaul revenue bill. A fee applies when we hold your equipment for you on our track before or after its linehaul revenue move.</p>	<p><b>\$110</b> per railcar, per day for customer supplied locomotives</p> <p>Responsibility: party responsible for the railcar (shipper, consignee, owner or lessee)</p>

## Railcars Held

<b>Railcars held</b>	<b>Item 9370</b>
<p>CN may hold railcars on CN tracks at an intermediate point en route short of delivery (e.g. placement or constructive placement) or interchange.</p> <p>Examples include:</p> <ul style="list-style-type: none"> <li>• A car is released without full shipping instructions</li> <li>• CN is directed by a customer or consignee/care of party to hold a railcar short of delivery or interchange</li> <li>• A consignee/care of party is unable or unwilling to accept delivery of a railcar due to any event or circumstance not attributable to CN, including supply disruption outside of CN's control, such as a late vessel arrival, an industry production disruption, consignee-consignor dispute, or inability to refusal of a third-party intermediary, warehouseman, transloader, or elevator to accept or handle traffic.</li> </ul> <p>This fee will apply regardless of whether the destination is served by CN, a third-party switching carrier or CTA-mandated interswitching or long-haul Interswitching.</p> <p>Note: Foreign railroad-supplied railcars may be subject to an additional fee of \$100 per railcar to account for capacity utilization on CN's network.</p>	<p><b>Railroad-Supplied Railcars</b> 0 credits</p> <p><b>Cars released on <u>Dec. 29, 2019 to April 25, 2020</u></b></p> <p><b>\$200</b> per railcar per day</p> <p><b>Cars released on <u>April 26, 2020 to Dec. 26, 2020</u></b></p> <p><b>\$130</b> per railcar per day excluding greater Vancouver and Chicago areas</p> <p><b>\$170</b> per railcar per day for greater Vancouver and Chicago areas</p> <p><b>Private Railcars</b> 0 credits</p> <p>Fees in items 9200, 9250, 9300 or 9350 of this tariff apply</p>

# Asset Use and Railcars Held: Important Notes and Definitions

## **Asset use time**

Asset use time starts at 00:01 after

- placement or notification of constructive placement
- notice of availability

Or

- hold or notice of being held

For a loaded car that has been constructively placed, relief is provided from the order-in date (the date of scheduled service delivery) until the car is actually placed.

Asset use time stops at loading when CN receives forwarding instructions and it stops at unloading when CN receives notice from the consignee that the car is empty and available.

If your location/ tracks are not available for service due to a reason not attributed to CN (e.g. track condition due to weather, mechanical defects, etc.), your original release date and time will be voided and asset use will be applicable from the previous constructive date and time.

## **Asset use responsibility at all locations in Canada**

Asset use charges [demurrage] will be assessed to, and payment will be the responsibility of:

- the shipper for railcars to be loaded
- the consignee for railcars to be unloaded, or en route Or
- any other third party mutually agreed to in writing with CN to accept responsibility for all asset use charges

**Exception:** In circumstances where the Canadian consignee is misidentified in the shipping documents or is located outside Canada or the U.S., the shipper will bear the responsibility for payment of the asset use fees incurred.

## **Asset use responsibility at all locations in the United States**

Asset use charges [demurrage] will be assessed to, and payment will be the responsibility of any person receiving railcars from CN for loading or unloading. If CN receives a joint written notice from a person receiving railcars from CN for loading or unloading and a shipper or consignee stating that the shipper or consignee has agreed to be directly billed for asset use charges and accepts responsibility for asset use charges on all of its shipments, CN will directly bill that shipper or consignee for future asset use that may incur. If CN receives a written statement from either the railcar receiver, shipper or consignee that the billing agreement is no longer in force, in that instance, asset use charges will be the responsibility of any person receiving railcars from CN for loading or unloading.

## **Definitions**

**Actual Placement:** Actual placement is defined as placement of a railcar on the track of the shipper or consignee, or third party ("care of"), or team track

**Constructive Placement/Notification:** Constructive Placement and Notification are industry terms for railcars held on our tracks either on request, or when they cannot be accepted for/on delivery. Note: On CN One (eBusiness), these events will always be indicated as "Notified" - indicating that a notification is sent.

**Railcar Release/Railcar Order-in:** All notifications of railcar release or railcar order-in must be made using our CN One (eBusiness) tools available at [www.cn.ca/ebusiness](http://www.cn.ca/ebusiness). Notification must include the railcar initial and number, date, time and any other relevant information.

**Credits:** Credits have no monetary value and are not carried over to a future service period.

**Debits:** Debits will not be offset against credits at a different location. The debit and credit system provided for the use of rail cars is designed to ensure efficient use of assets at each customer location.

**Service period for billing purposes:** One calendar week.

**Want Date for empty railroad-provided cars:** The Want Date is defined as the date the order party requires the specified number of railcars to be placed on their siding for loading (and may be fulfilled by CN any time between 00:01 and 23:59 that day).

**Western Canadian Grain traffic** will use the planned service date for any extended asset use calculation due to the non-scheduled service for this business. More specifically, if multiple service days are planned for placing orders in a week, the latest service day will be used for the asset use calculation for all the cars planned. Customers are required to only release cars upon completion of loading all the cars at the facility. Asset use, if accrued, will be calculated based on the date the last car in the ordered block has been placed.

## Unauthorized Use of CN Equipment

<p>Unauthorized use of CN equipment</p>	<p>Item 9380</p>
<p>This fee applies when a CN supplied railcar is loaded but CN is not in the line haul movement of freight. A line haul movement is the movement of freight over the tracks of a rail carrier between different stations and differentiated from switching service.</p> <p>In addition, the loaded railcar will be returned to the loader to be fully unloaded and released back empty. CN will charge for the return of the railcar. The responsible party will assume all costs, which include the fee for unauthorized use of CN equipment as well as the cost to return the railcar to be unloaded.</p>	<p><b>\$10,000</b> per railcar plus additional applicable charges</p> <p>Responsibility: Shipper or party loading the railcar</p>

## OT-57 Loading Authority: Registration for Private Railcars

Railinc's OT-5 Loading Authority has been replaced with a new Circular, OT-57. This new circular has been developed to streamline the private railcar registration process.

<p>OT-57 loading authority for private railcars</p>	<p>Item 9400</p>
<p>Private railcars must be registered using the Railinc OT-57 Private Line Contact &amp; Storage Registry system for acceptance into loaded revenue service and loading authority on CN's lines. A private railcar, shipped on CN lines, that does not have an OT-57 registration, will be assessed this fee.</p>	<p><b>\$200</b> per railcar</p> <p>Responsibility: Payer of freight</p>

The storage location(s) indicated on your OT-57 registration must remain available with updated contact information for the duration of the OT-57 registration.	
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<h3>Railcar pipeline management – OT-57 designated and alternate storage locations</h3>	<h3>Item 9405</h3>
<p>If CN identifies an impending issue with space at the loading location or yard, CN will contact the party responsible for the railcars to obtain instructions on where to redirect the excess railcars, with an expected timeline for resolution.</p> <p>If CN has not received instructions within the timeline given from the party responsible, CN will re-direct railcars to the storage location(s) indicated on your OT-57 registration. If a car cannot be sent to or cannot be received at the storage location provided or if no storage location is provided, CN will move the railcars to an alternate storage location selected by CN within the timeline provided.</p> <p>Storage costs or asset use fees, and a freight charge for a revenue empty move (as per CN890000 or other CN commercial publication) to or from the storage location, will apply.</p> <p>For storage at a third party location, costs of the third party storage will apply. For alternate storage on CN tracks, asset use fees in items 9200, 9250, or 9300 will apply.</p> <p>Additionally, for cars diverted prior to reaching the serving yard, a diversion fee (item 12000) will apply. For cars arrived at the serving yard or staging location, and subsequently redirected or rebilled, the “Railcars Unable to Place” fee (item 6200) will also apply.</p>	

## Port of Montreal Dwell Time Fee

CN will invoice the Port of Montreal’s dwell time fees on all railcars on their tracks.

<h3>Port of Montreal dwell time fee</h3>	<h3>Item 9600</h3>
<p>All traffic originating from or destined to Port of Montreal will be subject to the fees as outlined in the Port of Montreal’s “ Notice N-4, Railway Fees Tariff” as published in the following link:</p> <p><a href="http://www.port-montreal.com/en/fees.html">http://www.port-montreal.com/en/fees.html</a></p> <p>For billing purposes, a service period is one month.</p> <p>Notwithstanding the aforementioned, asset use for railroad-supplied railcars is applicable as per items 9000, 9050, 9060, 9370 and 9500.</p>	<p><b>Fees published in the Port of Montreal’s Notice N-4 Railway Fees Tariff</b></p> <p>Responsibility: shipper for railcars to be loaded and consignee for railcars to be unloaded</p>

# Diversions

<h2>Diversion Service</h2>	<b>Item 12000</b> 
<p>A diversion is defined as any change in the way we handle a railcar once your shipping instructions are entered in our system, and the railcar has been pulled from your siding. Each request is evaluated individually, and we will always try to accommodate your needs. Examples include a change in route, destination location or consignee/care of party that results in your shipment being re-routed. Please note: Freight rate applied will be based on the updated destination/routing.</p> <p>For changes in the bill of lading that do not impact the way the car is physically handled, documentation fee will apply (item 3050). Examples include change in pay status, or paying party. If the diversion is “out of route”, a new Bill of Lading is required, and new linehaul freight rates will be established and billed accordingly.</p>	<p><b>\$400</b> per loaded railcar or revenue empty movement</p> <p>No fee for a non-revenue empty railcar</p> <p><b>\$3,500</b> per block or railcars shipped under one lot number for a train with less than 80 cars.</p> <p>Refer to CN 9004 for diversion fees pertaining to unit trains (a set of a minimum of 80 cars)</p> <p>Responsibility: party requesting the diversion</p>
<p>Diversion requests should be handled via CN’s One (eBusiness) tool:</p> <ul style="list-style-type: none"> <li>• For loaded railcars and revenue empty movements: from the payer of freight or authorized agent (must have a letter of authorization).</li> <li>• For non-revenue empties: From the lessee or owner of private equipment, shipper, consignee or authorized agent (must have a letter of authorization)</li> </ul>	

# Switching Services

The initial placement or pick-up of railcars at your location is included in the cost of your linehaul shipment. There may be times when you require additional switching services. You have the option of hiring a third party contractor to perform your in-plant switching, or acquiring a track mobile, a locomotive or a car puller and have your own employees move your railcars. You may decide to take advantage of CN’s optional services and have our crews and local locomotives perform the work for you.

<h2>Intrplant switching</h2>	<b>Item 13000</b> 
<p>There are times you need to relocate railcars currently sitting in your facility (delivered on a previous service) to an alternate spot or track for loading or unloading. An intraplant switch fee will be assessed if you request CN to switch specific railcars to specific spots or tracks within the confines of your facility.</p> <p>This applies to loads or empties.</p> <p>To ensure our crews reserve enough time to be able to complete the request, customers should submit their intraplant switching request via CN One’s (eBusiness) tool.</p>	<p><b>\$250</b> per railcar</p> <p>Responsibility: party requesting the switch</p>

Note: Foreign railroad-supplied railcars may be subject to an additional fee of \$100 per railcar to account for capacity utilization on CN's network.	
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<b>Incidental switching</b>	<b>Item 13100</b> 
An incidental switch fee will be assessed, when our crews must move existing railcars on site out of the way, in order to execute your pull and spot instructions or to perform an intraplant switch. This applies to loads or empties.  Note: Foreign railroad-supplied railcars may be subject to an additional fee of \$100 per railcar to account for capacity utilization on CN's network.	<b>\$250</b> per railcar  <b>\$2,500</b> maximum per service  Responsibility: party requiring the switch

<b>Optional special switch and special train services</b>	<b>Item 13200</b>  
Your best option is to use our cost-effective, regularly scheduled service. However, when you have a very urgent requirement, and request special switch or train services that are beyond our regularly scheduled services we will do our best to accommodate you.  Please provide your request in writing - a minimum of 24 hours in advance - so that we can plan the service, allocate the necessary resources, and confirm that we are able to meet your request.  Note: Refer to CN 9003 for fees pertaining to dimensional loads and shipments moving under clearance.	Responsibility: party requesting the switch
<b>Special Switch Fee</b>  This fee applies when you request a switch service outside your normal scheduled service window. This special switch service governs switching railcars: <ul style="list-style-type: none"> <li>• from the CN serving yard to your facility,</li> <li>• from your facility to a CN serving yard, and</li> <li>• switching within your facility.</li> </ul> Note: Moving railcars from one customer facility/location to another would require a special train service.  Cancellation fee: <ul style="list-style-type: none"> <li>• When cancelled less than 24 hours prior to service.</li> </ul>	<b>\$600</b> per hour (minimum: 8 hours, \$4,800 minimum)          <b>\$3,000</b>
<b>Special Train Fee</b>  This fee applies when you request a special train to move railcars from one location to another. Shipping instructions on all railcars are required.  Cancellation fees: <ul style="list-style-type: none"> <li>• When cancelled more than 24 hours prior to service.</li> <li>• When cancelled less than 24 hours prior to service.</li> </ul>	<b>\$125</b> per mile (minimum: 200 miles, \$25,000 minimum)          <b>\$3,000</b> <b>\$11,000</b>

<p><b>Exception:</b> These fees do not apply to special train or special switch services for the movement of dimensional loads, which require special pre-clearance, use a pre-determined route and move under special handling conditions. Fees for dimensional loads are governed by their specific rate publications.</p>	
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<p><b>Turning railcars or private locomotives at your request</b></p>	<p><b>Item 13300</b></p>
<p>When you ask us to turn a railcar for loading or unloading, additional switching will be required to position the railcar, and a fee will be applied for turning a railcar outside of the plant. This fee also applies to private locomotives that you ask us to turn.</p> <p>Exceptions: No fees apply to commodities moving in staggered-door boxcars, bi-levels, and tri-levels.</p> <p>Note: Foreign railroad-supplied railcars may be subject to an additional fee of \$100 per railcar to account for capacity utilization on CN's network.</p>	<p><b>\$450</b> per railcar</p> <p>Responsibility: party for whom railcars are placed or removed</p>

### Unplanned Switching

An unplanned switch fee will apply when, for reasons beyond CN's control, CN is unable to deliver, pull, or transport a railcar as planned or requested. An example would be when CN is required to switch railcars that must be set out or held in transit for customs, compliance, safety related purposes, or incorrect/incomplete documentation. This switch fee is in addition to the applicable tariff items.

<p><b>Unplanned switching</b></p>	<p><b>Item 13600</b>  </p>
<p>Switching as described above, when performed in : Chicago, Illinois</p>	<p><b>\$1,000</b> per car plus asset use and documentation fees if applicable</p> <p>Responsibility: party requesting the service</p>
<p>Switching as described above, when performed in : Edmonton, Alberta Montreal, Quebec Toronto, Ontario Vancouver, British Columbia</p>	<p><b>\$900</b> per car plus asset use and documentation fees if applicable</p> <p>Responsibility: party requesting the service</p>
<p>Switching as described above, when performed at stations other than those already listed.</p>	<p><b>\$610</b> per car plus asset use and documentation fees if applicable</p> <p>Responsibility: party requesting the service</p>

# Safe Operating Practices



Safety is a core value at CN and for all of us using rail transportation. We must all be engaged and responsible for practicing safety and protecting one another. The lives of our customers, transportation partners, employees and the safety of our communities, depend on it.

For full details on how to operate safely, please consult the CN Customer Safety Handbook [www.cn.ca/safetyhandbook](http://www.cn.ca/safetyhandbook) and the CN Track Maintenance Guide [www.cn.ca/trackmaintenanceguide](http://www.cn.ca/trackmaintenanceguide).

<b>Life Critical Rule Safety Violations</b> Effective September 1, 2020	Item 13800 
<p>There are specific safety rules, that if not followed to the letter, can lead to serious injury or even death. These are called Life Critical Rules, your life, your co-workers' lives, and the lives of our crews depend on them being followed. Violation of Life Critical Rules, will result in immediate suspension of service to your facility until a CN approved corrective action plan has been implemented. Please ensure that your company complies with the rules outlined in the CN Customer Safety Handbook <a href="http://www.cn.ca/safetyhandbook">www.cn.ca/safetyhandbook</a>. Life critical rule violations include:</p> <ul style="list-style-type: none"> <li>• Failure to Comply with Protective Measures                             <ul style="list-style-type: none"> <li>○ Customer working around equipment without blue flag protection and derails secured with locks.</li> <li>○ Not using proper protective equipment when loading/unloading a railcar, e.g. Fall protection equipment required when working on top of a railcar.</li> </ul> </li> <li>• Switches and Derails Not Maintained                             <ul style="list-style-type: none"> <li>○ Switches/derails not properly positioned, damaged, or obstructed</li> </ul> </li> <li>• Failure to Secure Unattended Equipment                             <ul style="list-style-type: none"> <li>○ Equipment not secured with proper minimum amount of handbrakes for the track and grade.</li> </ul> </li> <li>• Restricted Clearances                             <ul style="list-style-type: none"> <li>○ Equipment, materials or obstructions of any kind must be kept a minimum of 5 metres (15 feet) from the nearest rail.</li> </ul> </li> <li>• Leaving Equipment Foul on a track                             <ul style="list-style-type: none"> <li>○ Equipment must not be left "foul" on a track, that is, left too close to a switch or within the turnout.</li> </ul> </li> <li>• Going Between Equipment Without Respecting Minimum Distances                             <ul style="list-style-type: none"> <li>○ Rail operating rules are followed for getting on and off of rail equipment</li> <li>○ Separation (50 ft) between and (25 ft) around</li> </ul> </li> </ul>	<p><b>\$2,000</b> for the first violation of a Life Critical Rule for a company</p> <p><b>\$10,000</b> for subsequent violations of a Life Critical Rule for a company</p> <p>Responsibility: Operating customer at facility where the violation occurred</p>

<p><b>Track maintenance</b> Effective September 1, 2020</p>	<p>Item 13850 </p>
<p>It is important to inspect your tracks regularly for signs of defects. You must immediately notify CN of any issues that would prevent the safe delivery or pickup of railcars. Failure to notify CN will result in this fee being applied.</p> <p>In the case of defects, service to your facility will be immediately suspended until a CN approved corrective action plan has been implemented. Defects must be repaired promptly to ensure that CN can safely resume service to your facility.</p> <p>It is critical for the safety of shipping and railroad personnel that your tracks be maintained to standard and always in a safe condition. This includes being free of snow, ice, vegetation, product overflow or any type of debris. The track must also be free of walking and operating obstructions, flangeways at road crossings must be clean and clear, and gauges must be passable, that is, not exceeding 58 inches.</p> <p>In Canada, most customer tracks are provincially regulated, and provinces typically require non-main track to be inspected, at minimum, on a monthly basis by a qualified track inspector. Records of inspections, defects found, and repairs made, should be maintained and made available to CN.</p>	<p><b>\$500 per occurrence</b> when there are up to 2 incidents of unsafe track conditions for a company within a rolling 24-month period.</p> <p><b>\$10,000 per occurrence</b> when there is more than 2 incidents for a company within a rolling 24-month period.</p> <p>Responsibility: Operating customer at facility where the incident occurred.</p>

<p><b>Unauthorized presence on CN track</b> Effective September 1, 2020</p>	<p>Item 13900 </p>
<p>Your employees and /or contractors are not permitted to operate machinery and equipment within 30 feet (10 metres) of CN tracks without valid rules certification and CN authority and protection.</p> <p>Unauthorized presence on CN tracks will be subject to suspension of service to your facility until CN approved corrective actions have been implemented.</p>	

## Safe Transportation of Goods

Safety is always our first priority. And we are particularly diligent when it comes to the safe transportation of dangerous goods/hazardous materials. Although the terminology differs north and south of the border (“dangerous goods” being the term used in Canada and “hazardous materials” being more common in the U.S.), and the rules and regulations vary, both countries have the same objective. It’s one that we wholeheartedly share: to protect people and the environment from any material which might cause harm. We adopt the rules and regulations of the Canadian and U.S. governments and regulatory bodies as our own when handling these shipments in our yards, at port facilities, and while in transit on our route network throughout North America

<p><b>Overloaded, improperly loaded, improperly secured or unsafe to move</b></p>	<p>Item 14000</p>
<p>Safety is our top priority. Overloaded, improperly loaded and improperly secured railcars are examples of unsafe conditions as they can lead to an accident, injury or derailment. These unsafe conditions are subject to this fee.</p>	<p><b>\$10,000</b> per car plus switching plus asset use fees</p>

This fee applies to railcars:

- released at origin
- at destination, or
- in-transit.

When shipping with CN, your railcar must be loaded and secured so as to comply with the Association of American Railroads (AAR)'s loading rules or any supplemental requirements as outlined by CN's Damage Prevention and Freight Claims group.

#### **Overloaded Railcar**

A railcar is considered overloaded when it exceeds the railcar weight or the track weight limits related to the route that the shipment will take.

#### **Improperly Loaded Railcar**

An improperly loaded railcar is one that has:

- an uneven or unbalanced load
- a load that has shifted
- been found to be leaking that does not contain dangerous goods or hazardous materials or
- not been loaded as per the AAR loading rules or other supplement requirements as outlined by CN's Damage Prevention and Freight Claims group.

#### **Improperly Secured Empty Railcar**

An improperly secured empty railcar is one for which cables, banding, strapping or other materials are not attached in a safe manner.

#### **Unsafe to Move Railcar**

If CN determines that a railcar is unsafe to move because it is overloaded, improperly loaded or improperly secured we will work with you to facilitate a weight reduction or adjustment. These railcars may be moved to an isolation track for securement or correction.

An overloaded, improperly loaded or improperly secured railcar may be permitted to move forward if we determine that it can be moved safely. This determination will be made on a case-by-case basis. Corrective measures need to be demonstrated by the loader/shipper or unloader.

#### **Process and Responsibilities**

- CN will provide you with written notice of the overloaded, improperly loaded or improperly secured railcar.
- For railcars in transit, once CN has provided notification, you must provide us with written instructions regarding the removal and/or adjustment of the shipment within 48 hours of this notification. If, after 48 hours, no instructions are received, CN reserves the right to arrange for the removal and disposal of the overloaded portion of the shipment, and/or adjustment.
- The removal, disposal and/or adjustment of the overloaded portion is entirely your responsibility.

In the case where railcars pose an imminent threat, CN may be required to take immediate action on railcars before notification.

#### **Embargo**

An embargo will be put in place on the shipper/loader until acceptable loading practices are reviewed and accepted by CN. If a railcar is unsafe to move forward, CN will hold the railcar and contact the shipper/loader to

If held for adjustment - asset use fees and the cost of adjusting contents (full cost of CN or third party services) plus a 25% processing fee will apply.

#### **Responsibility for Railcars Overloaded, Improperly Loaded and Unsafe to Move:**

The shipper named on the Bill of Lading is responsible for these fees.

#### **Responsibility for Empty Railcars Improperly Secured:**

In the case of a railcar that has been unloaded and cables, banding, strapping or other materials have not been properly secured, where the unloading party is served by CN, the unloading party will be responsible for these fees. If the unloading party is not served by CN, the payer of freight named on the Bill of Lading from the previous loaded shipment is responsible for these fees.

<p>remedy the situation. You will be contacted by CN to review acceptable loading practices at your facility.</p> <p>For repeat offenders, CN will issue an embargo on the pick-up of loads and reserves the right to take further temporary measures such as suspending the supply of CN empty equipment with the aim of reviewing preventive measures with the shipper.</p> <p><b>Liability</b> The responsible party (shipper, payer of freight and unloader as noted above) shall indemnify and hold CN harmless for all loss, damage or injury resulting from (i) defects in the customer owned, controlled or leased equipment, (ii) improper loading practices, or (iii) failure to properly close, secure or tender loaded or empty equipment. Loss, damage or injury shall include all consequential costs and expenses paid or incurred by CN for items such as, but not limited to, re-crewing of trains, delays to trains, detoured trains, evacuations, administrative expense, governmental fines, assessment or penalties, cleanup and environmental remediation expenses, personal injury and death claims (including FELA), and property damage claims.</p>	
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<p><b>Railcar damages</b></p>	<p>Item 14600 </p>
<p>This fee will apply if a railroad-supplied railcar (including cover) requires repairs due to damage, other than usual wear and tear, examples include, but are not limited to, loading or unloading procedures, moving railcars with improper equipment, etc.</p>	<p><b>Cost of damages</b> <b>minimum charge of \$2,000 per car plus switching and asset use</b> Responsibility: shipper or any other third party mutually agreed to in writing with CN to accept responsibility for all damage charges</p>

<p><b>Securing leaking railcars for dangerous goods/hazardous materials</b></p>	<p>Item 15000 </p>
<p>Railcars carrying dangerous goods/hazardous materials (or railcars containing residue of dangerous goods/hazardous materials found to be leaking or unsafe to move forward may be moved to an isolation track for securement. Non-accident release (NAR) leaks are a serious risk to CN and our employees' safety.</p> <p>The cost of securement varies widely, depending on the work involved. Securement fees will be assessed – and invoiced – on a case-by-case basis.</p> <p>With respect to the movement of commodities that are dangerous goods and hazardous materials, the customer shall indemnify and hold CN harmless for all loss, damage or injury due to any release of a Commodity resulting from (i) defects in the customer owned, controlled or leased equipment, (ii) improper loading practices, or (iii) failure to properly close, secure or tender loaded or empty equipment carrying Commodities. Loss, damage or injury shall include</p>	<p><b>\$15,000</b> per railcar plus switching and asset use; excludes securement fees</p> <p>Responsibility: shipper named on the Bill of Lading.</p>

<p>all consequential costs and expenses paid or incurred by CN for items such as, but not limited to, reworking of trains, delays to trains, detoured trains, evacuations, administrative expense, governmental fines, assessment or penalties, cleanup and environmental remediation expenses, personal injury and death claims (including FELA), and property damage claims.</p> <p>In the event of a Non-Accident Release (“NAR”) from a railcar of any Toxic Inhalation Hazard (“TIH”), CN will enforce an immediate embargo on the shipper of the car determined to be the source of the NAR until a review of that shipper’s securement procedures is completed by a CN Dangerous Goods officer. CN will employ its best efforts to complete this review on a timely basis, it being understood that any NAR of TIH commodities must be taken extremely seriously.</p>	
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<p><b>Railcars non-compliant with dangerous goods/hazardous materials requirements</b></p>	<p>Item 15100 </p>
<p>Railcars carrying dangerous goods and hazardous materials, whether loaded or carrying only residue amounts, that are found not to comply with all applicable safety standards or requirements or to otherwise be improperly prepared for transport or deemed unsafe by regulators may be moved to an isolation track for securement or correction of the concern. Non-compliances may include, but are not limited to, secondary means of closure, such as shipping plugs, loose swing bolts on manways, safety chains and improper marking, other than placards lost in transit from the pick-up location</p> <p>The placard markings on the railcar must match the information supplied on the shipping instructions submitted, if not this fee will apply.</p>	<p><b>\$1,000</b> per car</p> <p>Asset use, switching and documentation fees will apply if railcars are held for adjustment</p> <p>Fines or penalties imposed by the Federal Railroad Association (FRA) will be flowed through to the responsible party.</p> <p>Responsibility: shipper named on the Bill of Lading.</p>

## Incident Recovery Process

During an incident, our focus is to facilitate the recovery of a customer’s product while minimizing costs. CN will provide you with written notice of the incident. This includes the railcar number, contents and location. Product loss could include equipment or railcar defect, theft, vandalism or damage due to train handling or derailments. Within 48 hours of notification, the customer must provide us with written notice regarding disposal and salvage instructions. If, after 48 hours, no written notice is received, CN reserves the right to arrange for:

- the removal of the product to a safe location, such as with high value lading, or where the product is not accessible to the general public or for safety reasons
- the removal of the product for disposal dependent upon the commodity and condition thereof. CN will maintain complete documentation and photos to support this action.
- the shipper named on the Bill of Lading is responsible for mitigating loss and for providing a sustainable solution for disposal or resale.

# Billing and Dispute Resolution

We commit to billing you for an optional service within 18 days\*, or that service is free. If you believe there is an error in your invoice, simply register your dispute (using our CN One's (eBusiness) tool, eBill) within 15 days\* of the invoice date, to be guaranteed a response within 15 days\*. If we do not respond within 15 days\*, your dispute will be accepted as valid. We make these billing guarantees because we know that timely and accurate billing is important to running an efficient business. This is part of our commitment to customer service, continuous improvement, and "doing the right thing".

<h2>Billing – within 18 days *</h2> <p>If we should bill you after 18 days* of the service completion date, notify us via CN's eBill dispute tool within 15 days* of the invoice date and your invoice will be cancelled.</p> <p>Note: The "service rendered completion date" for most services is the date of the service. However, for asset use and railcar order guarantee, the completion date is the date representing the end of the normal billing cycle. An invoice's supporting documentation is not covered under this billing guarantee.</p> <p>This policy will not apply:</p> <ul style="list-style-type: none"> <li>• if the consignee is misidentified on the Bill of Lading requiring the re-invoicing of the asset use charges to the shipper or</li> <li>• where CN and the customer have entered into a separate billing agreement or</li> <li>• when CN is not in full control of the invoicing and is dependant upon a third party for invoicing particulars.</li> </ul>
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<h2>eBill disputes and resolution – within 15 days *</h2> <p>One of our key objectives is to provide you with prompt and accurate billing. On the occasions when you believe there has been a billing error, we strive to make it as easy as possible for you to inform us, so we can address the issue quickly and effectively. If you register your dispute with the details in CN's eBill tool (available on our website) within 15 days* of the invoice date, we commit to providing you with a response within 15 days* following the receipt of the original billing disputes. If we do not, we will accept your eBill dispute as valid and correct your invoice accordingly.</p> <p>To register a dispute, simply log on to <a href="http://www.cn.ca">www.cn.ca</a>, then, from eBill, using the Dispute Invoices screen, provide the details of any billing error and pay all non-disputed items on an invoice.</p>
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\*Business days, Monday to Friday, excluding legal holidays in Canada and the U.S.

U.S. Legal Holidays	Canadian Legal Holidays
President's Day	New Year's Day
Good Friday	Good Friday
Memorial Day	Victoria Day
Independence Day	St-Jean Baptiste Day (Quebec province only)
Labor Day	Canada Day
Thanksgiving Day	Civic Holiday
Day After Thanksgiving	Labour Day
Christmas Eve Day	Thanksgiving Day

Christmas Day	Christmas Day
New Year's Day	

## Regulations

**CN Tariff 9000-Series** is applicable at points on CN in North America. CN's rail network may not extend the entire length of any given shipment and therefore shipments may require the participation of other independently operated railway carriers at any point from origin to destination. In such instances, CN may undertake to invoice a single freight rate (including the applicable fuel surcharge) for the entire transportation. Nevertheless, when traffic moves over such other participating carriers, which may have a different service offering than that provided by CN, all shipments shall be under the exclusive control, and subject to the applicable tariffs, of these participating carriers while traffic is in their care.

**Canadian National Railway Company** is issuing this tariff in its own name and for and on behalf of Grand Trunk Western Railroad Company (GTW), Illinois Central Railroad Company (IC), Chicago Central & Pacific Railroad Company (CC), Cedar River Railroad (CEDR), Wisconsin Central Limited (WC), Algoma Central Railway Inc. (AC), Sault Ste. Marie Bridge Company (SSAM), Wisconsin Chicago Link (WCCL), The Pittsburgh & Conneaut Dock Company, BC Rail Partnership (BCOL), Bessemer and Lake Erie Railroad Company (BLE), and these companies doing business under the name of and collectively referred to as CN.

**Currency:** All charges are assessed in the currency of the country in which the chargeable event occurs unless specifically published.

**General Terms and Conditions:** The Customer must provide proof of settlement with its own customer prior to recovery from CN for any freight or damage claim. At no time will CN be liable for any amount in excess of such settlement or make payment in settlement of any freight claim absent of such proof.

**Exclusions: CN expressly disclaims liability for the following:**

Any validated claim, for which CN would otherwise be liable, which, taken together, amounts to less than \$500.

**Refusal and Disposal of Lading:** The receiver/consignee is responsible to document any lading (goods) not deemed acceptable. Such documentation would be with pictures of the lading, reason of refusal and any documentation to explain the reasons of refusal. They must contact CN Claims (ISSYS@cn.ca) allow CN to inspect. If CN is satisfied with the documentation produced, CN might not need to inspect. CN reserves the right to salvage the product to minimize loss. If the product needs to be destroyed, a "Certificate of Destruction" will be required to settle the claim. Any product or lading disposed of before communicating with CN might be a reason for CN to decline a claim.

**Applicable Taxes:** All services provided by CN may be subject to federal, state, provincial and local sales, use, excise, privilege and similar taxes. Where a party is identified in this tariff as the responsible party to be invoiced for a particular service, such party is responsible to pay all applicable taxes for that service.

**"CNC 6000"** means CN Freight Classification CNC 6000 and the term **"UFC 6000"** means Uniform Freight Classification UFC 6000 series.

**Standard Carrier Liability** will apply, except as specified in individual tariffs and contracts. This includes publication such as siding agreements, storage tariffs, etc.

**Station List:** This tariff is governed by the "OFFICIAL LIST OF OPEN AND PREPAY STATIONS," OPSL 6000 series.

**Capacities:** For marked capacities, lengths, dimensions and cubic capacities of railcars, please see "Official Railway Equipment Register," STB RER 6412 series, R. E. R. Publishing Corporation, Agent. For gallon capacities of tank railcars, see tariff WTL 6300 series.

**Cars Being Held for Unpaid Freight or Optional Services Charges:** It is the Customer's responsibility to ensure payment is made for all services in advance or on a timely basis thereafter consistent with credit arrangements and applicable tariffs or contracts.

Pursuant to applicable law, CN may place traffic in "Hold Status" under the following circumstances:

- i) When traffic in transit is chargeable to a customer without credit privileges remains unpaid, CN may hold cars pending the receipt of payment (or security guaranteeing payment) for such traffic.
- ii) In the event of the non-payment for ninety (90) consecutive days of outstanding extended asset use charges accruing at a particular customer location, and such unpaid extended asset use charges are not in bona fide dispute pursuant to CN's dispute resolution policies provided in this tariff, CN may thereafter withhold the delivery of cars at such customer location pending the payment of any accumulated extended asset use charges owed for such cars.

Until payment is secured, any car so held will remain in Hold Status and continue to accumulate extended asset use charges at the applicable CN Optional Service tariff rate. All applicable charges will be assessed and invoiced at the time of release from Hold Status and will be immediately payable prior to the car's release.

Cars placed in Hold Status may cause congestion at the location where the cars are being held. In order to relieve congestion, CN may remove such cars to an alternate location for storage until the customer's payment is received and applicable switching charges may be assessed for such relocation.

**Dangerous Goods/Hazardous Materials** means any commodity listed in any or all of the following: The Canadian Transportation of Dangerous Goods Act and Regulations; Title 49 CFR of the United States Code of Federal Regulations;

The International Maritime Dangerous Goods Code (IMDG); Class A, B, and C explosives named in Part 172 commodity list; Tariff BOE 6000 series; all hazardous materials requiring the use of four-digit identification numbers on the shipping document, placards or panels as named in Section 172.101, Tariff BOE 6000 series; all bulk shipments, or shipments in containers which exceed 110-gallon capacity of hazardous materials, substances or wastes, as described in the Directory of Hazardous Materials Shipping Instructions.

**Dangerous Goods Bridging Canada:** Any shipment which originates outside of Canada and travels through Canada en route to its final destination outside of Canada. Bridging shipments of dangerous goods that have an ERAP index listed in Schedule 1, Column 7 of the Canadian Transportation of Dangerous Goods Regulations will not be transported by CN unless they are accompanied by an Emergency Response Assistance Plan (ERAP) approved by Transport Canada. The Dangerous Goods Shipping Document must show the ERAP number and the ERAP telephone number to call, should the ERAP need to be activated immediately. To determine if a commodity (load and residue) is subject to ERAP, see Transport Canada's web page ([www.tc.gc.ca/tdg/clear/schedule1form.asp](http://www.tc.gc.ca/tdg/clear/schedule1form.asp)).

**Force Majeure:** The term "Force Majeure" shall include Acts of God (including flood, earthquake, tornado, hurricane or other natural disaster), act of public enemy, war, insurrection, terrorism, embargo, fire or explosion, lock-out, strike or other labour dispute, derailment, or an unforeseeable circumstance beyond the control of the parties against which it would be unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts. However, it is understood that lack of financial resources on the part of either party shall not be deemed to be a circumstance beyond that party's control. For greater clarity, nothing in this definition shall require either party to settle any labour dispute or make any agreement affecting labour, which in its judgment is not compatible with its best interests.

Neither CN nor any customer shall be liable for any failure to perform any of their respective obligations while such performance is prevented or delayed by any cause or condition of Force Majeure. Any party seeking to invoke Force Majeure for relief shall notify the other party by any reasonable means as soon as reasonably practicable following the date of commencement of a Force Majeure event and shall similarly notify the other party within a reasonable time following the end of a Force Majeure event. Upon request of the unaffected party, the invoking party shall submit to the other party all relevant information concerning the nature of the Force Majeure event and of its effect upon the performance of the invoking party's obligations. Notwithstanding any other provisions and except as provided for in

the below section, Force Majeure cannot be invoked for relief from either party's obligations with respect to the payment of money. Any relief accorded for Force Majeure shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure event and such relief shall be conditional upon the invoking party making all reasonable efforts to mitigate or limit any resulting damage to the non-invoking party.

#### **Service During Winter Weather Conditions**

Winter conditions in CN's service area can be extreme, variable and unpredictable. Railways are affected by winter conditions, as are all other outdoor enterprises. Snow and, in particular, cold temperatures, adversely and additionally impact key structural elements of freight railroading, such as steel rails, steel wheels, and long compressed air brake systems. These impacts can reduce the resiliency of rail-based supply chains, in ways that cannot be fully mitigated even when anticipated. Extreme cold temperatures can result in increased rail, wheel, and air brake failures, and in the need to reduce train lengths to maintain regulated brake system pressures and airflows. Given the

network effects of railway transportation, even distant weather conditions can impact system performance. CN takes measures to mitigate the adverse effects of winter conditions in order to maintain a reasonable level of service under the circumstances. Customers are, however, advised that CN's service levels during and after periods of extreme weather will accordingly be varied, without any requirement for additional notice to the Customer, notwithstanding any other provision of this Tariff. As explained above, Customers are reminded that, as the railway is a network business, constraints on capacity and fluidity in one area may affect service levels even outside the areas affected by winter conditions. Customers are encouraged to manage their respective expectations and operations accordingly.

**Fumigation of Grain in Railcars - Prohibited in Canada:** Harmful concentrations of fumigant gases and fumigation devices in railcars are potentially dangerous to the public, grain handlers, and railroad workers. Because of this, the fumigation of grain, agricultural or food products in railcars to be handled on CN rail lines or by CN on other lines, in Canada, is strictly prohibited. For grain fumigated in railcar without written authorization from CN, the shipper will be assessed a \$10,000 fee, plus any applicable Optional Services required. The shipper will be held fully liable for any damages to equipment, lading, property or person which might occur as a result of such contravention. The shipper will also be liable for any resulting penalties or fines.

**Incorporation:** Any contract or other tariffs referencing or incorporating CN 9000 series tariffs and CN 9000 item numbers shall be deemed to reference or incorporate the new tariffs referred to above or relevant numbers thereof, as the case may be, as such tariffs may be further amended from time to time.

**Public Delivery on Team Tracks,** including loading/unloading platforms and other structures, are available for use by CN customers for non-hazardous commodities only on a shared usage basis, at the sole cost, risk, and expense of the customers using these facilities.

Customers agree to indemnify, defend and hold CN harmless from all claims, costs, and expenses, and assume all risk, responsibility and liability for death, personal injury, or property damage arising from, related to, or in any manner caused by, in whole or in part, the use of these facilities. CN will not permit hazardous or dangerous commodities to be loaded or unloaded at public delivery or team tracks. This includes shipments as described in the Directory of Hazardous Materials Shipping Instructions.

**Unauthorized Use of Railcars:** After the original freight from a shipment has been unloaded from a railcar, it is strictly forbidden to reload the railcar without written authorization from CN.

**Foreign Railroad-Supplied Railcars** may be subject to additional charges to account for capacity utilization on CN's network.

**Freight Claims Submission – Grain (product loss or damage):** Railcars unloaded on CN lines must be reported as defective within 24 hours of the unloading event on CN if product loss or damage has occurred. For example, if a railcar arrived at destination with product loss or damage in one of the compartments, the rail car must be released defective for gate issues and product loss or damage noted within CN's Release Railcars CN One (eBusiness) tool. CN will commit to approve or decline any claim within ten (10) business days, if a claim is submitted in CN One's Damage Freight Claims (eBusiness tool) within 21 days of the unloading event. If product loss or damage is incurred, and the

unloading point is not on CN lines, the customer must notify us via email at [ISSYS@cn.ca](mailto:ISSYS@cn.ca) and submit the claim on CN's Damaged Freight Claims eBusiness tool within 21 days of the unloading event.

**Communications on Tariff Changes:** This tariff is subject to change with 30 days' notice, with the exception that at least 60 days' notice will be provided for significant changes to asset use items, including any change that increases charges or reduces credits or free time. Notification shall be provided exclusively by direct communication to subscribers of this publication, who have subscribed using the Price Documents tool on CN One (eBusiness) at [www.cn.ca](http://www.cn.ca). Failure to subscribe shall be considered an absolute waiver to such notice period.

# Appendix

## Greater Chicago area stations

FSAC	Station name	State
055240	31 St Street	IL
057638	45 Crossover	IL
057648	47 Crossover	IL
057050	Addison	IL
056031	Aptakisic	IL
057664	Argo	IL
056016	B12	IL
054030	Barrington	IL
055964	Bedford Park	IL
056971	Belt Junction	IL
057803	Belt Tower	IL
057005	Berwyn	IL
054095	Beven	IL
055954	Blue Island	IL
057614	Bridgeport	IL
057619	Brighton Park	IL
054110	Brisbane	IL
057030	Broadview	IL
055956	Broadway	IL
054185	Buffington	IN
057864	Burnham	IL
055959	Calumet Yard	IL
057054	Carol Stream	IL
054070	Caton Farm	IL
054150	Cavanaugh	IN
057608	Cermak	IL
057016	Chgo 18th Street	IL
057712	Chgo 82nd Street	IL
057720	Chgo 94th Street	IL
057612	Chgo Clark Street	IL
056968	Chgo Rockwell Street	IL
055978	Chicago	IL
057609	Chicago 21st Street	IL

056950	Chicago 59th Street	IL
057706	Chicago 67th Street	IL
055962	Chicago Ashland Avenue	IL
055958	Chicago Barr Yard	IL
056956	Chicago Canal Street	IL
055987	Chicago Cargoflo	IL
055989	Chicago Heights	IL
055972	Chicago Inter Terminal	IL
056967	Chicago Ridge	IL
057611	Chicago Union	IL
055988	Chicago Union Station	IL
057856	Chicago Western Avenue	IL
055250	Cicero	IL
055965	Clearing	IL
056973	Cn Junction	IL
057613	Commercial Avenue	IL
056965	Congress Park	IL
055974	Corwith Yard	IL
056952	Cragin	IL
057630	Crawford Yard	IL
054160	Curtis	IN
056027	Des Plaines	IL
054080	Divine	IL
054130	Dyer	IN
054103	East Bridge Junction	IL
054215	East Chicago	IN
054100	East Morris	IL
056957	Eighty First Street	IL
057060	Elgin Junction	IL
057043	Elmhurst	IL
055970	Elsdon	IL
055969	Eola	IL
057684	Flagstone	IL
057716	Fordham	IL
057020	Forest Park	IL
056955	Forty Eighth Street Junction	IL
055995	Frankfort	IL
056017	Franklin Park	IL
054055	Frontenac	IL

054175	Gary	IN
054020	Gilmer	IL
055230	Glenn Yard	IL
054170	Goff	IN
054085	Goose Lake	IL
057710	Grand Crossing	IL
056039	Grays Lake	IL
055918	Griffith	IN
054205	Hammond Lake Front	IN
056964	Harbor Hill	IL
054135	Hartsdale	IN
055952	Harvey	IL
057000	Hawthorne	IL
055955	Hayford	IL
057040	Hillside	IL
057766	Homewood	IL
054195	Indiana Harbor	IN
054145	Ivanhoe	IN
057692	Joliet	IL
054105	Joliet Yard	IL
056019	Junction 17	IL
057671	Justice	IL
057726	Kensington	IL
054152	Kirk Yard	IN
054025	Lake Zurich	IL
057678	Lambert	IL
055991	Landers	IL
056035	Leithton	IL
057682	Lemont	IL
057634	Lemoynes	IL
057690	Lockport	IL
057059	Lombard	IL
055960	Markham	IL
055968	Matteson	IL
057035	Mccook	IL
057702	Millsdale	IL
056037	Mundelein	IL
057058	Munger	IL
055920	Munster	IN
054060	Normantown	IL

056018	Norpaul	IL
054005	North Chicago	IL
055950	Oak Glen	IL
057010	Parkway	IL
054097	Phoenix	IL
054155	Pine	IN
057698	Plaines	IL
056033	Prairie View	IL
055957	Proviso	IL
057675	Publicker	IL
056958	Pullman Junction	IL
057769	Richton	IL
054067	River	IL
056015	River Forest	IL
057740	Riverdale	IL
057617	Rockwell	IL
057686	Romeoville	IL
054015	Rondout	IL
056025	Rosemont	IL
056020	Schiller Park	IL
056969	Sixteenth Street	IL
057860	South Chicago	IL
057056	Spaulding	IL
057694	Stateville	IL
054180	Stockton	IN
057654	Summit	IL
054035	Sutton	IL
056012	Thompson	IL
055951	Thornton Junction	IL
054092	Turner	IL
054010	Upton	IL
054140	Van Loon	IN
057046	Villa Park	IL
054065	Walker	IL
054050	Warrenhurst	IL
054000	Waukegan	IL
054094	West Bridge Junction	IL
054045	West Chicago	IL
054091	West Romeo	IL
056029	Wheeling	IL

054220	Whiting	IN
057736	Wildwood	IL
057674	Willow Springs	IL
055953	Yard Center	IL

### Greater Vancouver area stations

FSAC	Station name	State
095218	Britannia	BC
093135	Brownsville Branch	BC
093334	Brunette	BC
095212	Brunswick	BC
093342	Burnaby	BC
093440	Centerm Wharf Ims	BC
092918	Coquitlam	BC
092945	Coquitlam Cln	BC
092927	Coquitlam Ims	BC
093430	Deltaport Ims	BC
093315	Fraser Mills	BC
095109	Fraser Street	BC
093132	Fraser Surrey	BC
093134	Fraser Surry Impex	BC
093276	Fraser Wharf Impex	BC
095208	Horseshoe Bay	BC
093338	Lake City	BC
092889	Livingstone	BC
093251	Lulu Island Yard	BC
093515	N Vancouver Impex	BC
093603	Neptune Tmls	BC
093330	New Westminster	BC
093530	North Vancouver	BC
095216	Porteau	BC
093897	Second Narrows	BC
093226	South Burnaby	BC
093258	South Fraser	BC
093900	Squamish	BC
093354	Still Creek	BC
095210	Sunset Beach	BC
093139	Tilbury	BC

093390	Vancouver	BC
093387	Vancouver Cargoflo	BC
093549	Vancouver Centennial Pier	BC
093607	Vancouver Elevators	BC
093545	Vancouver Impex	BC
093400	Vancouver Sap Inter	BC
093115	Vancouver Thornton Diesel	BC
093112	Vancouver Thornton Yard	BC
093543	Vancouver Vanterm	BC
093395	Vancouver Via	BC
093386	Vancouver Wharf	BC
093111	Vanintter Intermodal	BC
093541	Vanterm Wharf Ims	BC
092894	Westlang	BC
093352	Willingdon Junction	BC
093268	Woodwards Landing	BC

#### Greater Regina area stations

FSAC	Station name	Province
76915	Regina	SK
76905	Regina East	SK

#### Greater Edmonton area stations

FSAC	Station name	Province
87510	Clover Bar	AB
87950	Edmonton	AB
87890	East Edmonton	AB

#### Greater Scotford area stations

FSAC	Station name	Province
87284	Beamer	AB
87246	Bruderheim	AB
87278	Fort Saskatchewan	AB
87256	Scotford	AB
87283	South Beamer	AB
87282	Sturgeon	AB

# Summary of Changes

Item	Application	Change
3050	Providing complete and accurate documentation	A fee of \$2,500 per railcar for hazardous materials/dangerous goods containing TIH/PIH (load/residue empty) when railcars are in transit has been added. In addition, fines or penalties imposed by the Federal Railroad Association (FRA) will be flowed through to the responsible party.
8060	Broker entry not filed for transborder shipments	Text has been updated to clarify that the fee is applicable if the broker entry has not been filed after 24 hours, or after the receipt of the third notice to file entry.
11000	Optional weighing service	Item has been deleted.
12000	Diversion service	Text has been updated to provide clarity: "Please note: Freight rate applied will be based on the updated destination/routing."
13000	Intraplant switching	The block rate has been removed.
13100	Incidental switching	The block rate has been replaced with a maximum rate per service.
13200	Optional special switch and special train services	Definitions of special switch and special train services have been added. The fee for a special switch increases from \$500 to \$600 per hour. The cancellation fee for a special switch with cancellation of more than 24 hours prior to service has been removed. The maximum fee for a special train increases to \$25,000 (minimum 200 miles).
13600	Unplanned switching	The Chicago fee increases from \$900 to \$1,000 per railcar plus asset use and documentation fees if applicable. The Edmonton/Vancouver/Toronto/Montreal fee increases from \$880 to \$900 per railcar plus asset use and documentation fees if applicable. The fee for U.S. stations, excluding Chicago, increases from \$500 to \$610 per railcar plus asset use and documentation fees if applicable.
13700	Unplanned switching in Canada	Item deleted as transferred to item 13600.
P.28	Safe operating practices at your facility	New section.
13800	Life Critical Rule and Safety Violations	New item effective September 1, 2020.
13850	Track maintenance	New item effective September 1, 2020.

13900	Unauthorized presence on CN track	New item effective September 1, 2020.
14300	Damages caused from railcars found to be leaking	Item deleted as text is already included in item 15000.
14600	Railcar damages	Text amended to apply to all railroad-supplied railcars.
15000	Securing leaking railcars for dangerous goods/hazardous materials	Fee has been amended stating “plus switching and asset use”.
15100	Railcars non-compliant with dangerous goods/hazardous materials’ requirements	<p>Text has been updated to advise that the fee is subject to “documentation and switching fees” in addition to asset use if railcars are held for adjustment.</p> <p>Added: “Fines or penalties imposed by the Federal Railroad Association (FRA) for failure to comply with rules for shipping dangerous goods/hazardous materials will be flowed through to the responsible party.”</p> <p>Added: “The placard markings on the railcar must match the information supplied on the shipping instructions submitted, if not this fee will apply”.</p>
P. 34	Regulations	Text addition: “Refusal and Disposal of Lading”