



This Tariff replaces GEXR Switching Tariff #2 in its entirety

GODERICH-EXETER RAILWAY CO. LTD.

SWITCHING TARIFF NO. 3

CONTAINING

SWITCHING RULES AND CHARGES

AT

POINTS ON

GODERICH-EXETER RAILWAY CO. LTD.

ISSUED: February 8, 2006

EFFECTIVE: March 1, 2006.

**Ken Monture
General Manager**

**Cheryl Ford
Manager - Sales & Marketing**



INDEX

SECTION ONE:

GENERAL RULES

Item 10	Scope of this tariff
Item 20	Application of authorized increases
Item 30	Reference to tariff, items, notes, rules, etc.
Item 40	Individual Customer Contract
Item 50	CN Interline – CN Guaranteed Car Supply (GCO) Program
Item 60	Currency
Item 70	Loading \Unloading of Dangerous Goods/Hazardous Commodities
Item 71	Dangerous Goods/Hazardous Commodities

SECTION TWO:

SWITCHING CHARGES

Item 100	Station List
Item 200	Charge Matrix
Item 210	Linehaul and Local Line Charges - High-Wide Carloads
Item 220	Linehaul and Local Line Charges - Overweight Loads
Item 230	Special Train Handling Charges

SECTION THREE:

ACCESSORIAL CHARGES

Item 300	Haul of Empty Cars Not Used
Item 310	Freight Car Rejection
Item 320	Charges for Turning Rail Cars
Item 327	Consignee Car Unloading
Item 328	Loading \Unloading of Dangerous Goods/Hazardous Commodities
Item 329	Cars Leaking Dangerous Goods/Hazardous Commodities
Item 330	Dangerous Goods/Hazardous Commodities Surcharge
Item 331	Dangerous Goods/Hazardous Commodities
Item 340	Intra-plant Switching
Item 350	Cars Interchanged in Error
Item 360	Hold Charge
Item 370	Special Train Handling Charge
Item 371	Stand-by and Waiting Time
Item 372	Extra Train Handling Charge
Item 373	Cars Released, but Not Made Available for Lifting by GEXR Crews
Item 380	Weighing of Cars
Item 381	Overloaded Cars Received at Interchange
Item 382	Cars Delivered in Interchange to GEXR in Error
Item 383	Cars Mis-marshalled and Delivered in Interchange to GEXR
Item 390	Customer Request for Additional Plant Switching

SECTION FOUR:

STORAGE CHARGES

Item 400	Freight Subject to storage Charges
Item 410	Holidays
Item 420	Actual Placement
Item 430	Constructive Placement
Item 440	Notice of Arrival
Item 450	Storage Charge
Item 460	Long Term Storage Charges



SECTION FIVE: **DEMURRAGE PROVISIONS**

Item 500	Demurrage Plan
Item 510	Application
Item 520	Demurrage Rates
Item 530	Notification to Consignor or Consignee
Item 540	Notification to GEXR
Item 550	Cars Held for Loading
Item 560	Cars Held for Complete Unloading
Item 570	Private and Railroad Cars Held for Other Purposes
Item 580	Strike Interference
Item 590	Closing Rail Car Doors

SECTION SIX: **DIVERSION PROVISIONS**

Item 600	Application
Item 620	Linehaul Freight Charges
Item 630	Holding in Transit Prior to Destination Arrival
Item 640	Responsibility to Effect Diversions
Item 650	Diversion Charges

APPENDICES

Appendix "A"	Glossary of Terms
Appendix "B"	Rate Speed Sheet
Appendix "C"	Telephone Contact Numbers



GEXR Railway - Tariff No. 3
Effective March 1, 2006

SECTION ONE

GENERAL RULES



SECTION ONE – GENERAL RULES

Item 10 - Scope of this tariff

This tariff covers rules, rates and charges for the Goderich-Exeter Railway Co. Ltd. All charges by invoice are payable to 121 King Street, P.O. Box 2240, Stellarton N. S., B0K 1S0, net 30 days from the date of invoice.

Item 20 - Application of authorized increases

Rates and charges in this tariff, as amended, are subject to increases usually at start of new calendar year or at the discretion of the Manager – Sales & Marketing and/or the General Manager.

Item 30 - Reference to tariff items, notes, rules, etc.

Where reference is made in this tariff to tariffs, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such tariffs and reissues of such items, notes, rules, etc.

Item 40 - Individual Customer Contracts

Where specific contracts have been established with individual customers, the terms of the specific contract take precedent. Items that are not addressed under the individual customer contract shall be governed by the terms of this tariff.

Item 50 - CN Interline - CN Guaranteed Car Supply (GCO) Program

Please refer to CN's most recent 9000 Tariff, Items 11000 – 11685 for detailed information on ordering empty railcars.

Item 60 - Currency

All charges quoted throughout this tariff are expressed in Canadian funds.

Item 70 - Loading or Unloading of Dangerous Goods/Dangerous Goods/Hazardous Commodities

GEXR will not permit hazardous commodities or dangerous goods to be loaded or unloaded at public delivery or team tracks **without PRIOR, SIGNED, WRITTEN agreement**. This policy includes all bulk shipments or shipments in containers which exceed 110-gallon capacity of Dangerous Goods/Hazardous Commodities, substances or wastes, as described in the Directory of Materials Shipping Instructions.

Item 71 – Dangerous Goods/Hazardous Commodities

The shipper of any dangerous goods/hazardous commodity shipped via GEXR shall indemnify GEXR and hold GEXR harmless for any and all loss, liability or cost whatsoever that GEXR may incur or be held responsible for, to the extent that such liability is due to, or arising from, defects in or failure of shipper's cars and equipment, due to shipper's failure to conduct proper or appropriate pre-shipment inspection of the cars as described in Part 1.3 (f) Item 12, and Part 5 of the TDG Regulations or mis-identification of commodity shipped.

The foregoing indemnification shall not apply to any loss or liability caused by or due to GEXR's failure to conduct pre-departure inspections as described in RAC Circular DG-01 and AAR interchange rules, or any other liability resulting from GEXR's negligence.



GEXR Railway - Tariff No. 3
Effective March 1, 2006

SECTION TWO

SWITCHING CHARGES



Item 100 - Station List

Stations covered in this Tariff and assigned numerical designations:

<u>Zone</u>	<u>Station Name</u>	<u>Station Number</u>
1	Mitchell	6868
	Seaforth	46876
	Clinton	46878
	Clinton Junction	46883
	Goderich	46890
	Exeter Spur:	
	*Brucefield	46904
	*Hensall	46912
	*Exeter	46914
	*Centralia	46918
2	Stratford	46850
	Stratford Junction	46854
	St. Marys Junction	46951
	St. Marys	46950
	Kellys	46946
	Thorndale	46944
	GM Diesel	46941
	Shakespeare	46278
3.	New Hamburg	46274
	Baden	46268
	Petersburg	46264
4.	Kitchener	46190
	Elmira Spur:	
	*Elmira	46218
	*St. Jacobs	46214
	*Waterloo	46210
	Acton	46158
	Breslau	46184
	Mosborough	46183
	Guelph	46170
	Rockcut	46164
	Silver	44692
	Fergus Spur:	
	*Glen Christie	46746
	*Guelph Junction	46759
	*Hespeler	46766
*Preston	46770	
*Cambridge	46775	
*Galt	46780	

*** Surcharge applies to these stations – see rate matrix next page.**



Item 200 - Intra-Line Haul Rates

<u>Zone To</u>	<u>Zone From</u>			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>1</u>	\$ 365.00	\$ 485.00	\$ 425.00	\$ 630.00
<u>2</u>	\$ 485.00	\$ 205.00	\$ 355.00	\$ 555.00
<u>3</u>	\$ 425.00	\$ 355.00	\$ 150.00	\$ 355.00
<u>4</u>	\$ 630.00	\$ 555.00	\$ 355.00	\$ 205.00

NOTES

- Charges are in Canadian dollars per car **PLUS** applicable taxes.
- Per Diem is responsibility of customer.
- Weight limit – 263,000 lbs gross. See Item #220 for overweight loads.
- Regular railroad equipment.
- Refer to Item 100 to determine applicable zones from stations listed where freight is originated or terminated.
- Dimensional Loads - see Item #210.

SURCHARGES

- Exeter Spur \$25.00/car
- Elmira Spur \$10.00/car
- Fergus Spur \$15.00/car

Item 210 - Local line charges - high-wide carloads

All dimensional linehaul loads (wider than 10'6", higher than 14 feet OTR, or longer than car bed) will be subject to charge in addition to the haulage fee. Total charges for high/wide loads are outlined in the table below:

Dimensional 1 - 3 (Unrestricted)	Item 200 + 30%
Dimensional 1 - 3 (Restricted)	Item 200 x 2
Dimensional 4 - 8 (Restricted)	Item 200 x 3

Notes:

- Subject to clearance authorization and/or approval.
- For Special Train Handling Charges on Dimensional 9 & 10 loads, there will be a charge of \$100.00 per carload mile assessed, in addition to the applicable zone rates.

Item 220 - Local line charges - overweight loads

Road bed restrictions for traffic traveling over GEXR lines limit total car weights to 263,000 lbs gross weight on rail. All linehaul loads weighing in excess of 263,000 lbs. gross weight on rail will be subject to the rates outlined in the table below:

263,000 - 268,000 lbs. (gross)	Item 200 x 2
268,000 - 286,000 lbs. (gross)	Item 200 x 3

Notes:

- Subject to clearance authorization and/or approval.
- Carloads will not be accepted for movement in excess of 263,000 lbs without special permission being received. Please contact the Manager - Sales & Marketing or General Manager on all moves over 263,000 lbs.

Item 230 – Special Train Handling Charge

A charge of \$100.00 per carload mile, plus any additional staff charges, etc., will be assessed for any special trains with a minimum charge of \$1,000. This charge is in addition to the applicable zone rate. A special train handling charge applies on those cars that require dedicated locomotive or restrictive speeds. Please contact the Manager – Sales & Marketing for a quotation.



SECTION THREE

ACCESSORIAL CHARGES



Item 300 - Haul of Empty Cars Not Used

When cars placed or tendered for loading are **released and** not used, the party ordering same shall be subject to a charge of \$245.00 per car, **in addition to any applicable demurrage charges.**

Item 310 - Freight Car Rejection

Industries located on the GEXR will be allowed twenty-four (24) hours to reject a car for loading. The 24 hours will commence at the time of constructive or actual placement of the car (s) on the industry's track. Rejection of a car after the 24-hour period will result in a charge of \$125.00 per car per day plus all applicable demurrage until notice of rejection is received by the GEXR. **Notification by telephone will not be accepted as official notification of rejection of car(s).**

Item 320 - Charges for Turning Rail Cars

A charge of \$245.00 per car will be assessed for turning and re-spotting rail cars. This charge applies on cars not properly placarded or marked to unload from one particular side or end of car. After constructive placement has been made, if either shipper, consignee or owner directs carrier to turn car for unloading from opposite side or end of car, this charge will apply. If Bill of Lading carries notation that car has been placarded and placard has disappeared before placement, the charge named herein will not apply.

Item 327 – Consignee Car Unloading

The consignee is responsible for properly unloading each railcar. If the consignee fails to remove all the lading or other material from a railcar and close all doors, gates and hatches the car will NOT be considered as released and will remain on demurrage until the consignee releases the railcar in clean condition with doors closed. Cars returned to GEXR in a condition unsuitable for immediate reloading will be subject to a charge of \$300 and any associated switching fees, applicable against the previous consignee. Charges are in addition to all other transportation and ancillary charges.

Item 328 - Loading or Unloading of Dangerous Goods/Hazardous Commodities

GEXR will not permit hazardous materials or dangerous goods to be loaded or unloaded at public delivery or team tracks without PRIOR, SIGNED, WRITTEN agreement. This policy includes all bulk shipments or shipments in containers which exceed 110-gallon capacity of Dangerous Goods/Hazardous Commodities, substances or wastes, as described in the Directory of Materials Shipping Instructions.

Item 329 - Cars Leaking Dangerous Goods/Hazardous Commodities

GEXR will assess a charge of \$2,000 for the handling of cars loaded with or containing residue of Dangerous Goods/Hazardous Commodities that are found to be leaking and must be moved to an isolation track for securement. Charges will be assessed to the shipper on the bill of lading. All other charges including, securement, clean up, demurrage, switching etc. will be in addition to this \$2,000 charge.

Item 330 - Dangerous Goods/Hazardous Commodities Surcharge

Carload commodities of Dangerous Goods/Hazardous Commodities (Dangerous Goods/Hazardous Commodities 49 or 29 Series STCC Numbers) being hauled or switched on the GEXR will be subject to a surcharge of \$245.00 per car, in addition to all other applicable charges, including the appropriate intraline rates. Please refer to Items #200 and 210.



Item 331 – Dangerous Goods/Hazardous Commodities

The shipper of any dangerous goods/hazardous commodity shipped via GEXR shall indemnify GEXR and hold GEXR harmless for any and all loss, liability or cost whatsoever that GEXR may incur or be held responsible for, to the extent that such liability is due to, or arising from, defects in or failure of shipper's cars and equipment, due to shipper's failure to conduct proper or appropriate pre-shipment inspection of the cars as described in Part 1.3 (f) Item 12, and Part 5 of the TDG Regulations or mis-identification of commodity shipped.

The foregoing indemnification shall not apply to any loss or liability caused by or due to GEXR's failure to conduct pre-departure inspections as described in RAC Circular DG-01 and AAR interchange rules, or any other liability resulting from GEXR's negligence.

Item 340 – Intra/Inter-Plant and Intra/Inter-Terminal Switching

When a car is moved from one spot at any facility/operation located on GEXR to another spot at the same facility/operation, or within the GEXR property, after the initial placement, a charge of \$175.00 per car per switch will be assessed. This includes any railcars missing proper way billing that have been or are in the process of being placed on the interchange tracks to CN/CP and must be switched out by GEXR and placed into storage. For further information on bill of lading requirements for railcar shipments, please refer to the most recent CN-9000 Tariff, Items 3020 – 3022. Intra/Inter-plant switching will be performed at the railroad's convenience. Please refer to Appendix "A" – Glossary of Terms.

Item 350 - Cars interchanged in Error

A charge of the existing haulage fee (one way charge) will be assessed on all cars interchanged from CN in error. Cars will be returned free.

Item 360 - Hold Charge

All cars held on GEXR lines at the request of a shipper or receiver prior to release or disposition of the cars will be subject to a holding charge of \$125.00 per car, plus the applicable demurrage charges specified in Section **Five**. If the car being held contains dangerous commodities, an additional charge of \$75.00 per car will be charged to the customer.

Item 370 - Special Train Handling Charge

A charge of \$100.00 per carload mile plus any staff charges will be assessed for any cars requiring special handling. Please contact the GEXR Manager – Sales and Marketing for a quotation. Stand-by charges will apply when a crew arrives to spot or pull cars and the customer is unable to accept delivery or allow pull, and subsequently requests the crew wait.

Item 371 - Stand-by & Waiting Time

A charge of \$370.00 per hour will be assessed for a road unit and crew to be on stand-by with a minimum 4 hours. A charge of \$245.00 per hour will be assessed for a switcher and crew to be on stand-by with a minimum 4 hours. **Stand-by charges will occur when a customer releases either a load or an empty and the car is not available to the GEXR crew upon arrival, but the GEXR crew is asked to wait for said car or cars to become available.**



Item 372 - Extra Train Handling Charge

All extra train handling charges will be negotiated with the Manager - Sales & Marketing or the General Manager. An extra train charge of \$1750.00 minimum applies to any railcar movements performed by the GEXR for a customer above and beyond their regular switch service. This is defined as an additional / extra switch where existing crew time and engine(s) *cannot* be utilized and another crew and engine(s) must be ordered in to perform the work. Please refer to the Appendix "A" - Glossary of Terms, as well as the most recent CN-9000 Tariff, Item 10000 for information on Special Trains and Special Switches.

Item 373 - Cars Released, but Not Made Available for Lifting by GEXR Crews

When release notification on one or more cars has been submitted by a customer to GEXR, but the cars are not physically made available to or are unfit for lifting by GEXR crews for lifting when they arrive at customer siding/trackage, the customer shall be charged \$175.00.

Item 380 – Weighing / Scaling of Railcars

GEXR does **not** have the capability to weigh cars. All cars which require weighing for the purpose of assessing freight charges will be weighed by either CN or CP and their published tariff charges for weighing will be billed directly to the party requesting weighing service. GEXR assumes no liability for correctness of weights or failure of said railroads to weigh cars as requested.

Item 381 - Overloaded Cars Received at Interchange.

Any railcars received by *GEXR at Interchange that are determined by CN Rail Scaling* to be overweight (exceeding 263,000 lbs) will be assessed a graded charge for handling and in this example will not be less than the current CN overload Tariff (per the most recent CN-9000 Tariff, Item 5080), which may be adjusted from time to time.

Item 382 - Cars Delivered in Interchange to GEXR in Error

Cars loaded or empty, received by GEXR in error or without forwarding instructions from the delivering carrier, will be returned to the delivering carrier or forwarded to the proper connecting carrier within the same switching district at a per car charge of the applicable zone rate outlined in the haulage rate schedule in the Guelph Subdivision and CN Rail Lease. This charge will be assessed against the delivering carrier.

Item 383 - Cars Mis-marshalled and Delivered in Interchange to GEXR

In the event Interchange railcars delivered to GEXR are not switched or blocked properly and results in GEXR having to move equipment other than GEXR equipment to accomplish, a switching charge of \$75.00 per railcar or continuous block of railcars will be assessed. (At the discretion of the General Manager).



Item 390 - Additional Switching

Included in the carload rates outlined in Items 200 and 210 is one switch in and one switch out per car or set of cars on regular service schedule/days. Should a customer request additional switching, **on a day other than their regular service day or more than once on a regular service day**, they must contact the Manager - Sales & Marketing for rates on additional switches. An additional / extra switch is defined as any railcar movements performed by the GEXR for a customer above and beyond their regular switch service where GEXR is able to utilize existing crew time and engine(s). The cost will be \$1,500.00 per additional switch to the customer. Please refer to Appendix "A" - Glossary of Terms, as well as the most recent CN-9000 Tariff, Item 10000 for information on Special Trains and Special Switches.



GEXR Railway - Tariff No. 3
Effective March 1, 2006

SECTION FOUR

STORAGE CHARGES



Item 400 - Freight Subject to Storage Charges

The provisions of this section apply to freight held for delivery, to complete a shipment, for forwarding instructions or for any other purpose, or when stored or held in or on the premises or tracks of GEXR.

Item 410 - Holidays

Wherever reference is made to “holidays”, it shall mean only the following days:

New Year's Day	Good Friday
Victoria Day	Canada Day
Civic Holiday	Labor Day
Thanksgiving Day	Christmas Day
Boxing Day	

Item 420 - Actual Placement

Actual placement is made when a car is placed in an accessible position for loading or unloading or at a point previously designated by the consignor or consignee.

Item 430 - Constructive Placement

When a car consigned or ordered to a private track, an industrial interchange track, or an other-than-public-delivery track cannot be actually placed due to a condition attributable to the consignor or consignee, such car will be held at destination — or if it cannot reasonably be accommodated there, at an available hold point — and notice shall be sent or given the consignor or consignee that the car is held (naming the hold point if not held at destination) and that GEXR is unable to effect placement. However, if the car is placed on the private track, industrial interchange track or other-than-public-delivery track serving consignor or consignee, the car shall be considered constructively placed without notice.

Item 440 - Notice of Arrival

Notice of arrival shall be given, **by fax**, to the party entitled to receive same within twenty-four (24) hours, that car or cars are in railroad's possession and ready for spotting. When the required notice of arrival is not given within the prescribed time period, time shall be computed from the first 00:01 hours after such notice is given.

Item 450 - Storage Charge

No free time will be allowed on **storage** cars, but they will be subject to a storage charge of \$50.00 **per car** per day to which no per diem applies and \$90.00 **per car** per day on all other regular railway equipment. Cars containing Hazardous Material will be subject to an ADDITIONAL charge of \$75 **per car** per day.

Storage agreements must be established with GEXR prior to arrival of cars on line and will be subject to track availability on a day-to-day basis. Rates may vary according to availability.

Item 460 - Long Term Storage Charges

All cars held at the request of the shipper or receiver for long-term storage will be subject to a charge of \$150.00 per month, or portion of a month, per car. Charges for cars ordered into or out of storage is \$150.00 per car per move. All arrangements will be approved and negotiated by the Manager - Sales & Marketing or the General Manager prior to arrival of cars.



GEXR Railway - Tariff No. 3
Effective March 1, 2006

SECTION FIVE

DEMURRAGE PROVISIONS



Item 500 – Demurrage Plan:

- A. Settlement of charges will be made on a monthly basis for all cars released during each calendar month.
- B. Credits earned and demurrage days accrued by customers having facilities at separate stations cannot be combined - *demurrage is siding specific*.
- C. Credits earned and demurrage days accrued will be calculated **separately** for each of the following:
 - 1. Cars held for **loading** subject to Item 550 of this tariff.
 - 2. Cars held for complete **unloading** subject to Item 560 of this tariff.
 - 3. Individual equipment subject to Item 570 of this tariff.Credits received for loading **cannot** be applied to demurrage debits for unloading and vice versa)
- D. Customers having more than one facility at one location will receive separate itemized billing for each facility.
- E. Excess credits earned in one calendar month cannot be used to offset demurrage days in another calendar month.
- F. Unless otherwise advised in writing, demurrage charges will be assessed against the source of delay on GEXR line (consignor at origin or consignee at destination) that will be responsible for payment.
- G. DISPUTED CHARGES - Demurrage charges assessed should be paid in full. Disputes for adjustment together with supporting documentation must be presented in writing to GEXR within thirty (30) days after the date on which the bill for demurrage is rendered.
- H. Method by which GEXR will calculate charges:
 - 1. Total demurrage days for all cars released will be added.
 - 2. Total credits for all cars released will be added.
 - 3. If total credits exceed total demurrage days, demurrage charges will not be assessed.
 - 4. If total demurrage days exceed the total credits, calculation of charges will be made as follows:
 - (A) Subtract number of total credits from total demurrage days to determine chargeable demurrage days.
 - (B) The number of chargeable demurrage days will be assessed in accordance with Item 520 of this tariff.

Item 510 - Application of Demurrage

- A. Applicable at all stations on GEXR.
- B. The disposition of a car at its point of detention determines the purpose for which the car is held and the rules applicable thereto.
- C. All railroad and privately owned cars held for or by consignors or consignees are subject to demurrage rules and charges contained in this section, EXCEPT:
 - 1. Cars for loading or unloading of GEXR company material while held on GEXR tracks or private sidings connecting therewith.
 - 2. Cars of refused or unclaimed freight to be sold by GEXR for the time held beyond legal requirements.
 - 3. Cars “moving on own wheels” under transportation charges as freight.
 - 4. Cars of railroad ownership, leased for storage of commodities, while held on lessee’s tracks.
 - 5. Loaded or empty private cars held in private tracks.
 - 6. Cars specially equipped for handling welded railroad rail held for loading such rail.
 - 7. Empty cars ordered and ultimately rejected (within the time frame outlined in Item 310) as unsuitable for loading.
 - 8. When floods, earthquakes, hurricanes, tornados or ice storms lasting in excess of two days make it impossible for the consignor or consignee to load, unload, receive or make cars available to GEXR, the demurrage charges that accrue as a direct result **may** be adjusted.



Item 520 - Demurrage Rates

1. **\$ 90.00/ day/car** - For heavy capacity and special type flat cars (ie: depressed flats).
2. **\$ 75.00/ day/car** - All other equipment subject to the provisions of this tariff.

NOTE: Dangerous Goods/Hazardous Commodities - \$ 75.00/day – **ADDITIONAL CHARGE** for each car containing DANGEROUS GOODS/HAZARDOUS COMMODITIES.

Item 530 - Notification to Consignor or Consignee

1. The following notification will be furnished as indicated:
 - a. Notice of receipt of cars (both empty and loaded), by GEXR at interchange with CN, will be electronically transmitted, **via fax or e-mail**, to the consignee. Only one notice per car will be communicated.
 - b. Cars will be placed without delay, unless otherwise directed by consignee.
 - c. Delivery of car upon tracks of consignee will constitute notice of placement.
2. Refused Loaded Car:
When a loaded car is refused at destination, GEXR will give notice of such refusal to the CN or consignor or owner.
3. Notification may be given in writing or electronically, and will contain the following:
 1. Car initials and number.
 2. If lading transferred enroute, initials and number of the original car.
 3. Commodity.

Item 540 - Notification to GEXR

PHONE: 1-800-565-5715

FAX: 1-888-853-0559

EMAIL STELLARTONCUSTOMERSERVICE@RAILAMERICA.COM

- A. Notification of released cars must be provided to GEXR, Stellarton office, available at the above numbers.
- B. When electronic or mechanical devices are used to furnish notification to GEXR, the recorded date and time that the instructions are received will govern. **Notification may be provided by fax or e-mail.**
- C. Notification may be given in writing or electronically and will contain the following:
 1. Car initials and number.
 2. Company and name of acting agent.
 3. Commodity.
- D. Should GEXR attempt to pick up a released car and discover that the car has not yet been completely loaded or unloaded; the releasing party shall be subject to an additional charge as outlined in Item 373 – **Cars Released but Not Made Available for Lifting by GEXR Crews. If GEXR crew is requested to wait for the released car, Item 371 - Stand-by & Waiting Time will apply; or if an additional switch, outside of regular service, is required to pull released car at a later date, Item 390 Additional Switching will apply.**



Item 550 - Cars held for Loading

Loading is the complete or partial loading of a car in conformity with American Association of Railroads (AAR) loading and clearance rules and the furnishing of forwarding instructions. **Release notification from the customer will be accepted by only fax or e-mail.**

TENDER:

The notification, actual or constructive placement of an empty car placed on orders of the consignor.

RELEASE:

- A. Date and time forwarding instructions are received.
- B. Cars placed on interchange tracks of a consignor doing its own switching must be returned to the interchange track for release.
- C. Cars found to be improperly loaded or overloaded at origin will not be considered released until the load has been adjusted properly.

COMPUTATION:

- A. Time will be computed from the first 00:01 hours after tender until release.
- B. On reloaded cars, time will be computed from the first 00:01 hours after advice is received that the car is empty until release.
- C. When the same car is unloaded and reloaded, empty release information must be furnished. If not furnished, demurrage will continue until forwarding instructions are received.
- D. See Item 500 H.

CREDITS:

- A. **One (1) credit** (one day) will be allowed for each car released from loading.
- B. One (1) additional credit will be allowed on a car when a demurrage day occurs on a holiday.

Item 560 - Cars held for complete Unloading

Unloading is the complete unloading of a car in conformity to the American Association of Railroads (AAR) and advice from the consignee to GEXR that the car is empty and available to the railroad. **Release notification from the customer will be accepted by only fax or e-mail.**

TENDER:

The notification, actual or constructive placement of a loaded car.

RELEASE:

- A. Date and time GEXR received advice that the car is empty (see Item 540).
- B. Cars placed on interchange tracks of a consignee doing its own switching must be returned to the interchange track for release.
- C. When cars are “unloaded” by GEXR those cars will be released at the time the request to unload is received by GEXR from the consignee.
- D. When the same car is unloaded and reloaded, empty release information must be furnished. If not furnished, demurrage will continue until forwarding instructions are received.

COMPUTATION:

- A. Time will be computed from the first 00:01 hours after tender until release.
- B. See Item 500 H.

CREDITS:

- A. Two (2) credits (2 days) will be allowed for each car released from unloading.
- B. One (1) additional credit will be allowed on a car when a demurrage day occurs on a holiday.



Item 570 - Private and Railroad Cars held for other Purposes

Applicable to cars held on orders of consignor or consignee:

- A. While awaiting proper disposition from the consignor or consignee.
- B. As a result of conditions attributable to consignor or consignee.

DISPOSITION:

That information, including forwarding instructions or empty release, which allows GEXR to either tender or release the car from the consignor's or consignee's account. **Notification may be provided by only fax or e-mail.**

TENDER:

The notification, actual or constructive placement of a loaded car.

RELEASE:

Date and time that GEXR received advice that the car is empty or that forwarding instructions are received (see Item 540).

COMPUTATION:

Time will be computed from the first 00:01 hours:

- A. After tender until release on cars:
 1. Diverted.
 2. Empty for loading - ordered and not used (other than a rejected car).
 3. Partially unloaded i.e. found to be contaminated or wrong product.
 4. Re-consigned.
 5. Re-shipped i.e. diverted or re-shipped to another customer/destination.
 6. Stopped in transit.
- B. After cars are received by GEXR until date of disposition on:
 1. Cars received from connecting carriers.
 2. Loaded private cars returned to railroad tracks.
- C. After tender until date of refusal on refused loaded cars.
- D. After tender until date of disposition on refused loaded cars (consignor).
- E. After tender until release or placement on private tracks of loaded private cars - while held on GEXR tracks.
- F. See Item 500 H.

CREDITS:

- A. One (1) credit (1 day) will be allowed for each car released or on which disposition is given.
- B. Credits **will not** be allowed for:
 1. Empty cars ordered and not used.
 2. Loaded private cars returned to railroad tracks to be held for disposition.
 3. Cars received from connecting carriers to be held for disposition.

Item 580 - Strike Interference

When it is impossible to load, unload, receive cars from or make cars available to GEXR due to strike interference at the point where loading or unloading is to be accomplished, demurrage days will be charged at the rate of \$185.00 per day during the period of strike interference, provided:

1. The disruption exceeds ten (10) consecutive days.



GEXR Railway - Tariff No. 3
Effective March 1, 2006

2. The provisions of this item will only apply to:
 - a. Inbound cars when waybills are dated four (4) days after the beginning of strike interference.
 - b. Cars for loading when ordered after the beginning and prior to the ending of strike interference.
 - c. Cars when GEXR is notified of such strike interference within 48 hours after such strike action begins.

Item 590 - Closing Railcar Doors

The consignee is responsible for properly unloading each railcar. If the consignee fails to remove all lading or other material from a railcar and close the doors, the car will NOT be considered as released and will remain on demurrage until the consignee releases the railcar with the doors closed.



GEXR Railway - Tariff No. 3
Effective March 1, 2006

SECTION SIX

DIVERSION PROVISIONS



Item 600 - Application

- A. Provisions of this section are applicable only to cars for which waybill information has been received.
- B. Orders for diversions will only be accepted from:
 - 1. Consignor
 - 2. Consignee
 - 3. Freight payer.
 - 4. Another railroad participating in the linehaul movement.
 - 5. Authorized representatives of the consignor, consignee, or freight payer, affected by these provisions.
- C. After a car has reached its billed destination on GEXR, diversion orders must be requested prior to the car being:
 - 1. Interchanged to a switching railroad for delivery to the consignee, or
 - 2. Actually or constructively placed by GEXR.

EXCEPTION 1:

A change in the freight payer may be requested after a car has been interchanged to a switching railroad or placed by GEXR.

EXCEPTION 2:

After placement, an order for delivery of the car to other than the billed consignee will be accepted by GEXR as follows:

- 1. If no additional movement of the car is required, subject to the charge for “all other diversions”.
- 2. If additional movement of the car to a location within the switching limits of the destination station is required, it will be considered a new movement and subject to charges per Item 390.
- 3. If additional movement of the car to a location outside the switching limits of the destination station is required, it will be considered as a new movement subject to the applicable linehaul charges as outlined in Items 200 and 210.

D. Order Notify Shipments

- 1. Diversion orders will not be accepted on “Order Notify” bill of lading consignments.
- 2. Orders will not be accepted to change the status of a shipment from a “Straight” bill of lading consignment to an “Order Notify” bill of lading after the “Straight” bill of lading has been executed.

E. Diversion orders must be made or confirmed in writing as follows:

- 1. Verbal orders may be given to:
Customer Service Desk, Stellarton at 1-800-565-5715
- 2. Written confirmation of verbal orders must be sent to the GEXR at:
P.O. Box 2240, 121 King Street
Stellarton, N. S., B0K 1S0
FAX 1-902-752-2713 or
FAX 1-888-853-0559

- F. All charges against the consignment, whether accrued or accruing, must be paid or guaranteed to the satisfaction of GEXR before the car is diverted.

Item 620 - Linehaul Freight Charges

- A. The through rate (local, joint or combination rates) will be that applicable from origin to destination via the diversion station on the date shipment is originally billed.
- B. GEXR assumes no responsibility that the lowest through rate, origin of the shipment to the diverted destination, can be protected via the diversion station.



Item 630 - Holding in Transit Prior to Destination Arrival

- A. Prior to arrival of car at billed destination:
 - 1. Notice of arrival will be given to the party on whose order the car is held when the car reaches holding station.
 - 2. The car will be held at a location on GEXR tracks and will be subject to the diversion charge for “holding” of \$125.00 per day plus applicable demurrage.
 - 3. If car is ordered to the original billed destination following the initial holding of the car, it will be subject to the diversion charge for “change in destination”.
 - 4. Additional movement of the car at the station where the car is held:
 - a. If the car is ordered to be moved to another location at the hold station, it will subject to the local switching charge.
 - b. Any additional orders for movement of the car at the hold station will be subject to the local switching charges for each ordered movement.
 - c. If the car is ordered to the original billed destination or diverted to another destination after either of the preceding additional movements (a or b), it will be subject to the diversion charge for “change in destination”.

Item 640 - Responsibility to Effect Diversions

- A. GEXR will make effort to effect a desired diversion when the car is in GEXR possession.
- B. GEXR will not assume any responsibility for effecting a diversion after a car has been interchanged to a connecting railroad for a linehaul movement.
- C. GEXR will not assume any responsibility for effecting a diversion at a specified location under the following circumstances:
 - 1. When a car has been classified or assembled into a train for outbound movement. In this situation, a car may be diverted at the next classification yard or interchange location and the diversion will be governed by the rules and charges at the location.
 - 2. When a car has been placed in “pre-blocked” or “run-through” train service. In this situation, a car may be diverted:
 - a. When billed to a GEXR destination, after the car reaches the next GEXR classification yard, and the diversion will be governed by the rules and charges at that location.
 - b. When billed to non-GEXR destination, after the car reaches the next GEXR classification yard, and the diversion will be governed by the rules and charges at that location. (If the car is not scheduled to be reclassified prior to interchange the connecting railroad, the car may not be diverted under these provisions.)
- D. GEXR will not be responsible for executing a diversion order on a specified day or time of day.
- E. GEXR will not be responsible for increased charges when the diversion cannot be accomplished at the desired location.



Item 650 - Diversion Charges

- A. When the applicable diversion provisions have been met and the linehaul transportation price authorizes diversion, the following diversion charges will apply:
1. On changes in the following:
 - Consignee after arrival of car at destination.
 - Destination.
 - Route.The charge will be \$350.00 per car plus all other applicable tariff charges.
 2. All other diversions - \$150.00 per car, plus all other applicable tariff charges.



APPENDIX “A” – GLOSSARY OF TERMS

For the purpose of applying provisions of this section, the following are defined and will govern:

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

CHARGEABLE DEMURRAGE DAY - Each demurrage day in excess of credit days. This number is attained by subtracting total credits from total demurrage days for individual transactions such as loading or unloading.

CONSIGNEE - The party to whom a shipment is consigned or the party entitled to receive the shipment.

CONSIGNOR - The party in whose name cars are ordered or the party who furnished forwarding instructions.

CONSTRUCTIVE PLACEMENT - When a car cannot be actually placed due to any condition attributable to the consignor or consignee, including order notifications and in-bond shipments, such car will be held on GEXR tracks and notice will be given to the consignor or consignee that the car is held awaiting disposition instructions. Such cars which have been placed by GEXR on private or other than public delivery tracks, including lead tracks serving the consignor or consignee, will be considered constructively placed without notice.

Customers who order their loaded cars in for placement will have their cars constructively placed on arrival at destination. The demurrage cycle for unloading begins and will continue until the car is released empty.

CREDIT - A non-chargeable demurrage day. Credits can be earned on cars released in a calendar month.

DEMURRAGE DAY - A twenty-four (24) hour period, or portion thereof, commencing at the first 00:01 hours after tender (calendar day).

DIVERSION - An order from the consignor to deliver car to other than original destination. Any order received by GEXR that requires:

- A. A change in the billing/shipping document of a shipment, or
- B. A change in the party responsible for the payment of transportation charges (freight payer) of a shipment, or
- C. Stopping a car for the purpose of delivery or re-forwarding.

EMPTY RELEASE INFORMATION - Notification given to authorized personnel of GEXR, that a car is unloaded and available to GEXR. Information given must include car initials and number, identity of consignee, and identity of party furnishing information.

FORWARDING INSTRUCTIONS - Shipping instructions given to GEXR at the point of loading, containing all necessary information to transport the shipment to its final destination.

HOLIDAYS - Wherever reference is made to “holidays”, it shall mean:

New Year’s Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day or Boxing Day.

INTRA-PLANT SWITCH – Movement of cars from one track to another track or from one spot to another spot on the same track, within the same plant or industry.



INTRA-TERMINAL / INTER-PLANT SWITCH – Movement other than intra-plant switching from an industry, assigned siding, team track or GEXR yard track (including GEXR repair facilities), to an industry, assigned siding, team track or GEXR yard track (including GEXR repair facilities) within the same switching district, but not to or from interchange with a connecting railroad.

INTER-TERMINAL SWITCH – Movement of cars between a point located on GEXR tracks and a point located on another railway within the switching limits of one station or industrial switching district.

LEASE TRACK - Any trackage assigned to a user through written agreement. Lease track will be treated the same as a private track under this section.

NOTIFICATION - When required, notification will be furnished in writing, electronically, by mechanical devices or verbally to the party entitled to receive notification. Only one notification per car will be supplied to the consignee or the consignor.

PRIVATE CAR - A car bearing other than railroad reporting marks and which is not a railroad-controlled car, and where GEXR incurs and pays no per diem charges.

PUBLIC DELIVERY TRACK - Any track open to the general public for loading and unloading.

RECONSIGNMENT - An order from the consignor to bill a car to other than the original consignee. (An order to turn over the car to another party which does not require an additional movement of the car is not a reconsignment).

REFUSED LOADED CAR - When the original loaded car is refused at destination without being unloaded.

REJECTED CAR - An empty car determined by the shipper as being unfit for loading.

RELEASE - The notification received from the consignor or consignee that loading or unloading of the car has been completed.

RELOADING - When a car is held for loading after being released as an empty.

SPECIAL TRAIN – A train that is operated under special service or transportation conditions or assembled according to instructions of the consignor or consignee

SPECIAL SWITCH – A switch assignment, beyond GEXR’s regularly scheduled service to, from, or within the confines of a customer’s plant, siding or serving yard

TENDER - The notification, actual or constructive placement of an empty car place on orders of the consignor/consignee.



APPENDIX “B” – RATE SPEED SHEET

RATE SPEED SHEET

Special Train Handling Charge	Item #230/370	\$100 per car mile
Haul of empty cars not used	Item #300	\$250 per car
Freight car rejection after 24 hours	Item #310	\$125 per car per day
Turning of cars	Item #320	\$245 per car
Hazmat charge	Item #330	\$245 per car + tariff
Intra/Inter-plant & Intra/Inter Terminal Switch	Item #340	\$175 per car
Cars interchanged in error	Item #350	Applicable Tariff Rate
Hold charge	Item #360	\$125 per car per day + demurrage
Hold Charge – Hazmat Cars +\$75.00	Item #360	\$125 /car/day + demurrage
Stand-by & waiting (road unit)	Item #371	\$370 per hour
Stand-by & waiting (switcher)	Item #371	\$245 per hour
Extra Train Handling Charge	Item#372	\$1,750.
Cars Released but Not Available for GEXR Lifting	Item#373	\$175. per car
Overloaded Cars Received at Interchange	Item#381	Graded Charge
Cars Delivered in I/C to GEXR in Error	Item#382	Applicable Zone Charge
Cars Mis-marshalled & Delivered in I/C to GEXR	Item#838	\$75.00 per car
Additional switching	Item #390	\$1,500 per switch
Storage charges (private equipment)	Item #450	\$50 per day
Storage charges (RR equipment)	Item #450	\$75 per day
Storage charges – Hazardous Material	Item #450	\$75 per day plus storage charges
Long Term Storage	Item #460	\$150 per month + \$150 in/out
Demurrage (special equip.) RR own/controlled	Item #520	\$90 per day per car
Demurrage (regular equipment) RR own/controlled	Item #520	\$75 per day per car
Demurrage, Hazardous Material (not held load/un)	Item #520	\$75 per day per car plus demurrage
Car Order After Strike Interference	Item #580	\$185 per day per car
Holding in Transit Prior to Destination Arrival	Item#630	\$125 per car
Diversion – Responsibility to Effect Diversion	Item #640	\$350 per car + tariff
Diversion Charges	Item #650	\$150 per car + tariff



GEXR Railway - Tariff No. 3
Effective March 1, 2006



APPENDIX "C" – TELEPHONE CONTACT NUMBERS

Telephone Numbers

Car Control	Stellarton, Nova Scotia	1-800-565-5715 Ext. 223 or 233
Accounts Receivable	Stellarton, Nova Scotia	1-800-565-5715 Ext. 223
Accounts Payable	Boca Raton, Florida	1-561-226-6853
Trainmaster	Stratford, Ontario	1-519-272-1148
	Cell Phone	1-519-276-9610
Manager – Sales & Marketing	Kitchener, Ontario	1-519-749-8000 Ext. 1
	Cell Phone	1-519-580-8327
General Manager	Kitchener, Ontario	1-519-749-8000 Ext. 3
	Cell Phone	1-519-272-4705