



## **Great Sandhills Railway**

### **General Tariff – GSR 1000 H**

**Effective January 1, 2019**



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# General

## Item 100 – Application of Tariff

This tariff covers rules, rates and charges for Great Sandhills Railway Ltd (GSR). All charges are payable to Great Sandhills Railway Ltd., Box 726, Leader, SK, S0N 1H0. The GSR reserves the right to amend this tariff as it deems necessary.

## Item 110 – Currency

All rates and charges in GSR tariffs are in Canadian Dollars unless otherwise noted.

## Item 120 – Payment Terms

All invoices are due within 15 days of invoice date. Interest in the amount of 2% will be charged on overdue accounts

## Item 130 – Safety

The GSR adheres to all applicable workplace health and safety standards as set out by the provincial government. The GSR also maintain an approved Safety Management System as required by Transport Canada.

It is the customer’s responsibility to load or unload cars in a safe manner. Customers are responsible for training their employees on proper procedures and railcar safety. The GSR is not liable for any injury sustained while loading or unloading a railcar.

## Item 140 – Shipping Instructions

Bills of lading (BOLs) must contain all information required to safely transport the shipment to its final destination. It is the customer’s responsibility to include all relevant information in the bills of lading submitted to the GSR. BOLs must comply with applicable rules and regulations set forth by the Rail Association of Canada, Transport Canada, the American Association of Railroads, The U.S. Department of Transportation, and the Federal Railroad Administration.

Great Sandhills Railway requires all bills of lading to be submitted electronically via direct EDI404 transmission or online using the EBOL application at [www.railconnect.com](http://www.railconnect.com). Please call 306-628-4774 or email [gsgeneralusers@gsrailway.net](mailto:gsgeneralusers@gsrailway.net) for help getting set up for electronic transmissions.

Customers will also login to [www.railconnect.com](http://www.railconnect.com) to release cars loaded cars as empty. Unless a bill of lading is otherwise submitted, empty cars will be released reverse route.

## Item 150 – Hazardous Commodities

It is the customer’s responsibility to ensure equipment is in serviceable condition for the safe transportation of hazardous commodities over rail lines. Equipment must be free of mechanical defects or failure that could result in leakage, release, spillage, dumping, or other discharge of the hazardous commodity.



Hazardous Commodity shipments must comply with all applicable Canadian and United States federal, provincial, state, and municipal laws, regulations, rules, permits and licenses. Movement must also meet industry rules and regulations set forth by the American Association of Railroads and the Rail Association of Canada.

### **Item 160 – Rule 11**

All shipments originating on or destined to stations on the GSR are to be billed under the provisions of AAR Accounting Rule 11. The GSR will collect its portion freight revenue from the party listed on the bill of lading from the interchange at Mayne, SK (R260 code MAYNE) to respective stations on the GSR.

### **Item 170 – Administration Fee**

Any situation where the GSR incurs a tariff surcharge from another railway as a direct result of customer errors or omissions in their billings will be payable by the customer and will be subject to a 20% administration surcharge.

## **Supplemental Services**

### **Item 200 – Demurrage**

#### **Item 201 – Cars Spotted for Loading**

Shippers will have 1 day after a railcar has been spotted to load it and release it to the GSR. The demurrage clock will start at 00:01 on the day after Actual Placement or Constructive Placement. Any time between Actual/Constructive Placement and the following 00:01 is considered free time.

Customers who take longer than one day to load and release a car will incur escalating demurrage charges based on the following scale:

- 1 day after placement = \$0/day
- 2-3 days after placement = \$80/day
- 4+ days after placement = \$100/day

Example: If a railcar is Placed Actual at 15:30 on April 1<sup>st</sup>, the demurrage clock will start at 00:01 on April 2<sup>nd</sup>. The car will have to be loaded and released on April 2<sup>nd</sup> in order to avoid demurrage charges. If the car was not released until April 6<sup>th</sup>, the customer would incur demurrage fees on that railcar of

- \$80 x 2 days (April 3,4) = \$160
- \$100 x 2 days (April 5,6) = \$200
- Total demurrage = \$360

For grain train loading, the demurrage clock will stop on all the cars on that train once the final bill of lading releasing the whole train or final block of cars has been received by the GSR.



For customers with a contracted storage space allotment on the GSR, loading demurrage will apply to cars that exceed the contracted allotment specified in the agreement.

### **Item 202 – Cars Spotted for Unloading**

Customers will have two days after a railcar has been spotted to unload and release it empty to the GSR. The demurrage clock will start at 00:01 on the day after Actual Placement or Constructive Placement. Any time between Actual/Constructive Placement and the following 00:01 is considered free time.

Customers who take longer than two days to unload and release a car will incur escalating demurrage charges based on the following scale:

3-4 days after placement = \$80/day

5+ days after placement = \$100/day

Example: If a railcar is Placed Actual at 15:30 on April 1<sup>st</sup>, the demurrage clock will start at 00:01 on April 2<sup>nd</sup>. The car will have to be unloaded and released by the end of day April 3<sup>rd</sup> in order to avoid demurrage charges. If the car was not released until April 8<sup>th</sup>, the customer would incur demurrage fees on that railcar of

\$80 x 2 days (April 4,5) = \$160

\$100 x 3 days (April 6,7,8) = \$300

Total demurrage = \$460

### **Item 203 – Cars Held En Route**

Railcars held or staged due to a shipper request or at GSR's discretion will be charged \$100 per car per day held. There will be no free time provided for cars held en route. Switching charges may apply if the car has to be removed from a train.

### **Item 204 – Demurrage on Private track**

Loading and unloading demurrage does not apply on private cars loading or unloading on private track.

### **Item 205 – Demurrage Definitions**

**Actual Placement/Placed Actual (PACT)** – The date and time a car is physically placed on a customer's track or team track. The demurrage clock will start the first 00:01 after PACT unless it was already begun by Constructive Placement.

**Constructive Placement/Placed Constructive (PCON)** – The date and time when a car has arrived at the serving yard but has not been placed on a customer's track. Notice will be provided to the customer when the car is ready for Actual Placement and the car will be placed in PCON until the customer has requested the car be spotted. The demurrage clock will start the first 00:01 after PCON.

**Consignee** – the party responsible for unloading the railcar and whom is listed as consignee on the bill of lading.



**Demurrage Clock** – How long it takes for a railcar to be loaded or unloaded after it has been Actual or Constructively placed. The demurrage clock will start on the first 00:01 after placement. Depending on the situation, customers are provided with one to two days to load or unload before demurrage charges are incurred.

**Free Time** – the time after Actual/Constructive Placement but before the next 00:01.

**Released** – submission of a complete bill of lading to the railroad indicating the car has been loaded (RLOD) or unloaded (RMTY).

**Shipper** – the party responsible for loading a railcar and whom is listed as shipper on the bill of lading.

### **Item 210 – Overloads**

When a car is found to be loaded in excess of car capacity as shown in UMLER, improperly loaded, or loaded in excess of the railroad’s gross weight limitation, at origin, en route, or at destination, it is the responsibility of the shipper to correct the load at their expense.

If a car is rejected at interchange by the connecting carrier due to being overloaded or improperly loaded the shipper will incur a penalty of \$435 plus any switching and demurrage fees incurred.

The maximum gross weight for a car on the GSR is 286,000lbs.

### **Item 220 – Billing Changes or Corrections**

When the GSR is required to make changes to the bill of lading or shipping instructions prior to movement, the customer will incur a fee of \$100 per bill of lading, or \$500 per multi-car bill of lading with 5 cars or more.

### **Item 230 – Diversions**

Diversions are required whenever there is request to change the billing of a car once it has been picked up. This includes, but is not limited to, a change in destination, routing, or consignee. The cost of a diversion will be \$200 per car or \$2000 per bill of lading with 11 cars or more.

### **Item 240 - Electronic Bills of Lading Only**

A fee of \$60 per car will be charged if a bill of lading is submitted by fax or email.

### **Item 250 – Movement of Empty Cars**

All empty cars brought online are subject to a \$600 fee for movement to destination or for movement from origin back to interchange. In the event and empty car is brought online, delivered to destination for loading, and subsequently released empty again, the \$600 fee will be charged twice. Once for the inbound trip and once for the outbound trip totalling \$1200 total.

These fees do not apply to:

- Cars brought online empty that are subsequently loaded and sent out.



- Outbound empty moves that are the result of a car being unloaded online.
- Cars that are brought online for customers with a storage agreement with the GSR
- Railroad supplied empties that are unfit for loading and have been rejected as bad order as determined by GSR Equipment department.

### **Item 260 – Cancellation of Dedicated Switch**

Customers with pre-defined dedicated switching service that want to cancel a particular day's service must provide a minimum of 48 hours notice prior to the day of switch. Failure to provide adequate notice will result in a fee of \$1500.

### **Item 270 – Third Party Access**

Parties that require access to cars on GSR track for the purposes of railcar inspection and/or repair must notify GSR Operations. Permission will be granted by GSR with an associated access fee of \$150 per car. Third Parties must provide proof of insurance.

## **Interline Services**

### **Item 300 – Interchange Error**

The delivering carrier will incur a \$435 per car fee when the GSR receives a car at interchange that:

- Is unsafe or improperly loaded
- Is unsuitable for loading
- Does not have full shipping instructions
- Should not have been delivered to the GSR or is misrouted

### **Item 310 - Cars Not Available for Interchange**

If a car has been in the interchange yard for more than 72 consecutive hours and has not been made available for GSR to lift from the designated interchange track, a fee of \$80/car per day will apply for each day after 72 hours of dwell until the car is actually interchanged to the GSR on the next scheduled interchange.

If GSR fails to arrive on the next scheduled interchange, the \$80/car fee will be suspended as of the date of the next scheduled interchange.

### **Item 320 - Extra Switching Services at Interchange Yard**

Sometimes it is necessary for the GSR to provide extra switching services on behalf of its partners at the time of interchange that are not covered in an existing interchange agreement. The time it takes to provide this service hinders the ability of GSR to serve its customers.



When extra switching is necessary a fee of \$535 per car or block will apply. Below are some examples of when extra switching is required, please note this list is not comprehensive and could include other scenarios:

- When delivering a train requires GSR to yard into more than two separate tracks.
- When lifting a train requires GSR to lift from more than two separate tracks. An exception will be made when there are two full tracks to be lifted and there is still more traffic to lift.
- When delivering a train for interchange in a track not defined in an interchange agreement.
- When switching is required to lift cars as a result of improper blocking, or to correct blocking of cars on the interchange track.
- When switching is required to lift cars that are not on the designated interchange track
- When switching is required to remove cars from the designated interchange track that are not destined to the GSR

In the event the need for GSR switching is known in advance, a fee of \$570 per hour will apply. Should this switching fee be cancelled after it is scheduled but before completed, a fee of \$600 will apply with 24 hours or more notice, or \$3000 with less than 24 hours notice.

### **Item 330 - Operational Delays During Agreed Upon Interchanges**

The GSR communicates with its partners to advise of an upcoming interchange and works to find a suitable time for both parties. A fee of \$570 per hour held will apply when GSR crews are held out of the yard by our partners after attempting to interchange at the agreed upon time.

If the GSR is held out of the interchange yard during a scheduled interchange as outlined in an interchange agreement, a fee of \$570 will also apply.