



Last Mountain Railway **Tariff Schedule**

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Item 100 | LMR Invoice Commitment

Last Mountain Railway (LMR) will invoice for all LMR performed chargeable services under the authority of this tariff, after the services rendered completion date.

The service rendered completion date for most services is the date of the service. For car hire, storage and storage switching, the services rendered completion date is generally the last day of the month.

In the case of a dispute it will be necessary for the Customer to provide LMR, within 15 days of the invoice mailing date, a written declaration detailing the reasons the invoice should not be paid.

Item 105 | Scope Of Tariff

This tariff covers rules, rates, and charges for Last Mountain Railway., operated by Mobil Grain Ltd. All charges are payable to Last Mountain Railway, Box 3192, Regina, SK, S4P 3G7.

Item 110 | Application Of Authorized Increases

Rates and charges under this tariff are published, and are subject to change upon a 30 day written notice of change.

Item 115 | Train Run Minimum Car Volume

Minimum LMR Train Run car volume is 30.

Item 200 | Flat Rate Haulage

1. Freight rate base rate is \$866. For a quote specific to your commodity and volume please call 1(306) 992-5915 Ext 3 or email inquires@lastmountainrailway.com.
2. Rates are subject to fuel surcharge, please reference current fuel surcharge as listed in Item 210.
3. Mileage allowance will not be paid on private equipment.
4. Freight rate applies to all commodities; and
5. Shipments containing a 49 series STCC are subject to an additional \$200 per car charge.

Item 205 | Special Request Haulage

Will be addressed on an individual request basis. Please contact inquires@lastmountainrailway.com.

Item 210 | Fuel Surcharge

Fuel surcharge will be charged in addition to standard shipping charges, and will be identified upon invoicing. The calculation is based on distance travelled from rail car loading site to delivery at Davidson for interchange to CN at mile post 85.

Effective (30 Days From August 12, 2020) fuel surcharge = \$.3545/mile/car

Item 215 | First Time Payer of Freight Policy

Because LMR is a Rule 11 Shortline, we invoice our freight independently from CN. Prior to shipment, First Time Payers of Freight must be pre-approved by our accounting department.

We require (at minimum) the following information from First-Time Payers Of Freight:

- Company Name
- Company Address
- Accounting Contact Name And Phone Number
- Accounting Email Address and/or Fax Number (to which the invoices will be electronically sent)

LMR reserves the right to withhold shipment if a First-Time Payer Of Freight has not provided the above information. At the discretion of LMR, we may require more information and/or pre-payment.

Item 220 | Freight Invoices

Freight invoices will be issued the first business day after interchange with CN. Interest applies to all overdue amounts. This will be added to the invoice amounts. All invoices are due and payable net 30 days date of invoice. Interest in the amount of 1.5% per month (19.56% annually) will be charged on overdue accounts. Payment remittance information is displayed on all freight and sales invoices. For supplemental billing/invoice inquiries, please submit email to accounting@lastmountainrailway.com.

Item 225 | Railcar Storage Invoices

Storage invoices will be issued the first business day after month end date. Interest applies to all overdue amounts. This will be added to the invoice amounts. All invoices are due and payable net 30 days date of invoice. Interest in the amount of 1.5% per month (19.56% annually) per month will be charged on overdue accounts. Payment remittance information is displayed on all freight and sales invoices. For supplemental billing/invoice inquiries, please submit email to accounting@lastmountainrailway.com.

Please contact inquiries@lastmountainrailway.com if you wish to negotiate a storage agreement.

Section 3 // Supplemental Services

Item 300 | Released – Not Used

When empty railcars are placed for loading and are subsequently released empty, the customer will be subject to a charge of \$500 per car.

This tariff does not apply to railway-supplied railcars that are unfit for loading.

Item 310 | Released – Not Available To Pull

If a railcar has been released by the customer – but for a reason attributable to the customer – is not available at the time of the pull (something is blocking the railcars, for example), the customer will be subject to a charge of \$160 per railcar.

Item 315 | Released – Unsafe To Move

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

- We provide you with written notice of the overloaded or improperly loaded, improperly unloaded railcar. This includes the railcar number, contents, location, its actual gross weight and the acceptable gross weight.
- Within 48 hours of this notification, you must provide us with complete written advice regarding the removal and/or adjustment of the shipment. If after 48 hours, no documents are received, we reserve the right to arrange for the removal and disposal of the overloaded portion of the shipment and/or adjustment.

If a railcar is found to be unsafe because it is overloaded, improperly loaded, or improperly unloaded:

For repeat offenders, LMR may issue an embargo on the pickup or delivery of loads or empties, and reserves the right to take further temporary measures, such as suspending the car supply (loaded or empty) with the aim of reviewing preventative measures with the customer.

This item's tiered fee structure will be reset each calendar year. The rate structure will be applied to each shipping company.

Responsibility and liability: The shipper named on the Bill of Lading is responsible for all fees, and in addition, the shipper indemnifies LMR from liability for any loss of life, personal injuries, or damage to property resulting from the overloading, improper loading, or improper unloading of railway equipment.

Item 320 | Overweight Railcars

LMR reserves the right to refuse any overloaded railcar at the point of interchange, or refuse movement of any railcar which exceeds the gross weight on rail as noted below.

- For railcars accepted for movement, that are 2,000 lbs or less in excess of the published weight restriction the customer will be subject to a charge of \$500 per car.
- Railcars accepted for movement that are over 2,000 lbs in excess of the published weight restriction will be negotiated on a case by case basis.

Weight Restrictions:

Craik Subdivision 268,000lbs

Item 325 | LMR Delayed By Customer Or Railway

When a customer or railway, delays LMR at their siding, plant or interchange, the customer or railway will be charged \$350 per hour. Charges will be rounded to the nearest quarter hour.

Charges under this item:

- will commence after the movement/interchange time agreed to between LMR and the customer/railway has elapsed
- will cease once railcars have been released to LMR or cars have been delivered to interchange

Item 330 | Intra-Plant Switching

After the initial placement of a railcar at a customer's siding, when a railcar is moved from one track to another or from one spot to another spot on the same track within the customer's facility or industry, a charge of \$125 per car will be assessed to the customer.

This includes additional switching required to block customer's traffic in preparation for delivery to CN.

Item 335 | Supplemental Switch

When a customer or railway requests LMR to provide a supplemental switch beyond scheduled operating plan, provided motive power is at customer/railway location, charges for this requested service will be \$450 per hour, minimum 8 hours.

Please provide 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.

Item 340 | Supplemental Train Run

When a customer or railway requests LMR to provide any ad hoc or additional train service beyond the scheduled operating plan, or when minimum train volume cannot be met as per Item 115. Charges for this requested service will be **\$122 per mile (minimum 100 miles), in addition to regular flat rate haulage.**

Item 345 | Over Supplied

Railcar(s) that have to be returned to an interchange point due to over supply caused by a railway over delivering against a customer order will be subject to a charge \$500 per car assessed against the delivering railway.

Item 350 | Interchange Error Movements

Cars loaded or empty, received by LMR in error or without forwarding instructions from the delivering railway, will be returned to the delivering railway or forwarded to the proper connecting railway within the same switching district at a charge of \$475 per car. This charge will be assessed against the delivering railway.

Item 355 | Railway-Supplied Rejected Car

Railcar(s) that are rejected by the customer as being unsuitable for loading will be returned to the delivering railroad. The delivering railroad will inspect the rejected car(s) and charges will be assessed as follows.

- **Car Suitable for Loading**
Customer will be assessed a \$866 fee per car.

- **Car Unsuitable for Loading**
Delivering railroad will be assessed a charge equal to 50% of the applicable carload rate.

Item 360 | Rejected Equipment Procedures

Any railcar deemed unsuitable for loading must be rejected. This is accomplished by using CN E-Business tool "Release Railcars" at www.cn.ca/login, and customer must also advise the CN ETC by email to cnskmb@cn.ca.

LMR must also be advised by email to logistics@lastmountainrailway.com.

Item 365 | Administration Surcharge

Tariff charges paid by LMR to other railways as a direct result of Customer errors or omissions in their billing and/or switching instructions, will be payable by Customer, and will be subject to a 20% Administration Surcharge.

Item 400 | LMR Service Area Cut Offs

For the purpose of this section, LMR service areas will be defined as follows:

Craik Subdivision:

- Condie
- Bethune
- Chamberlain
- Aylesbury

Car release cut-off times for the LMR service areas will be as soon as loading is completed and prior to LMR pickup.

Item 405 | Car Hire Policy LMR Craik Subdivision

Car hire is invoiced on a monthly basis. LMR will cover the car hire for the first 48 hours the cars are interchanged online from Davidson.

- For each hour over 48 in which cars remain on any portion of LMR, the Customer will be invoiced \$1.25 per hr/per car for the entire train.
- In the event individual cars are left behind, car hire will be invoiced on individual cars at the same rate of \$1.25 per hr/per car until car is interchanged offline from Davidson.

Item 410 | Car Hire Rates

Car hire charges for all equipment subject to the provisions of this tariff will be \$1.25 per hr/per car.

Item 415 | Notification to LMR

Electronic devices and software are to be used to furnish notification of load/empty release or other carload disposition information to LMR (further details on billing requirements are covered in Section 5). The recorded date and time that the billing or billing information is received by LMR will be used to govern car hire.

- Customers **trained on LMR-provided software** must send billing via software immediately after completion of loading.
- Customers **not trained on LMR-provided software** must send full and accurate billing instructions immediately after completion of loading.

Customer will be responsible for car hire over and above 48 hours that is accrued as a result of incomplete billing or billing instructions.

Item 500 | Initial Billing Submission to LMR

Depending on customer’s volume and at the discretion of LMR Logistics Group, customers may be trained on LMR-provided billing software. Regardless of whether a customer utilizes the LMR-provided software, or whether billing information is provided to the LMR Logistics Group who will then submit the billing, customer must provide complete bill of lading information immediately upon completion of loading.

Bill Of Lading Requirements		
Every shipment requires this information:		Transborder shipments require additional information:
<p style="text-align: center;">Main</p> <ul style="list-style-type: none"> ➤ Railcar initial and number (if multicar, <u>lead</u> railcar initial and number) ➤ Commodity description (STCC) ➤ Load or empty status ➤ Net weight and unit of measure (ex: mt or lbs) ➤ Weight type (ex: Shipper’s Weight Agreement, Destination Weight Agreement, etc) ➤ Full routing, including junctions and railway roles (ex: Interline, Delivery Switch, etc) Note: All LMR-originating shipments will begin with LMR-DAV-CN ➤ All shipments originating on LMR will be Routed Via Rule 11 ➤ Single car or multi-car waybill ➤ Origin city and province ➤ Destination city and province <p style="text-align: center;">Equipment</p> <ul style="list-style-type: none"> ➤ If multicar, trailing railcar(s) initial and number ➤ Net weight and unit of measure (ex: mt or lbs) 	<p style="text-align: center;">Parties</p> <ul style="list-style-type: none"> ➤ 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(s) of freight, full civic address and postal code or zip code <p style="text-align: center;">Rebill (Payer of Freight Detail)</p> <ul style="list-style-type: none"> ➤ LMR Portion Of Freight – payer of freight from origin to Davidson junction NOTE: Payer(s) of freight for LMR portion of route must be pre-approved by LMR Accounting department as per Item 215. ➤ CN And Beyond Portion Of Freight – payer(s) of freight from Davidson to final destination, railroads involved <p style="text-align: center;">Additional</p> <ul style="list-style-type: none"> ➤ Rail Destination Details (FSAC) ➤ Rail Origin Details (FSAC) ➤ Notify Parties (email addresses) ➤ Western Canada Grain Shipments also require an Order Reference Number 	<ul style="list-style-type: none"> ➤ 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. <p style="text-align: center;">Dangerous goods/hazardous materials/shipments also require:</p> <ul style="list-style-type: none"> ➤ 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)

1. Loading Parties Utilizing LMR-Supplied Software

Billing must be sent immediately after completion of loading. Any cars that are not billed immediately after loading completion will be subject to car hire charges as per Section 4.

- A copy of the waybill(s) must be sent to billing@lastmountainrailway.com.
- Per station, once all cars have been loaded/billed/released, a simple notification email must be sent to billing@lastmountainrailway.com (ex: 5 Cars At Aylesbury Have Been EDI'd).

2. Loading Parties Submitting Billing Info To LMR Logistics (Not Trained On LMR-Supplied Software)

Complete and accurate billing instructions must be sent immediately after completion of loading. Any cars that LMR does not receive billing instructions for will be subject to car hire charges as per Section 4.

- Billing instructions must be emailed to billing@lastmountainrailway.com.

Item 505 | Change of Initial Billing – Subject To Charges

Should customer provide update to waybill before cars are released from loading for delivery, these changes will be incorporated at no extra charge.

Additional surcharges may apply on the following:

- Railcars loaded, released but remain on loading site require new waybill
 - \$140/railcar or \$2400 per train block the lower of two options. A block is defined as railcars in subsequent line order at loading site.
 - Additional switching cost \$489/hour apply if physical re-order of train at loading site is required due to destination change. I.E. Initial West bound South Vancouver rebilled to Prince Rupert, etc. (Minimum 1-hour charge)
- Railcars loaded and lifted from loading site in transit to CN delivery require new waybill/destination change
 - \$140/railcar or \$2400 per rail car block the lower of two options. A block is defined as railcars in subsequent line order at loading site.
 - Additional switching cost \$1280/hour apply if physical re-order of train is required due to destination change. I.E. Initial West bound South Vancouver rebilled to Prince Rupert, etc. (Minimum 1-hour charge)

Item 600 | Staging of Railcars

A charge of \$50 per day/per car to be computed from the actual time car(s) placed or constructively placed on LMR tracks. Rate charged is for the staging of loaded railcars and for the unplanned storage of empty railcars on LMR property as a result of, but not limited to:

- lack of room at customer's siding;
- held to complete a shipment;
- held for any other unplanned purpose; and
- congestion on CN's rail network

Staging charges commence on all days including Saturdays, Sundays and Holidays. These are chargeable days with charges continuing until actual placement on orders of, or disposition of cars.

Item 605 | Dangerous Commodity Railcar Inspection

Dangerous Commodities Staged en route must be inspected after five days and then every 48 hours following. Customer will be assessed a \$40 per car per inspection in addition to applicable staging charges.

Item 610 | Holidays

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

- New Year's Day
- Louis Riel Day
- Good Friday
- Victoria Day
- Canada Day
- August Civic Holiday
- Labor Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day

LMR does not operate on Holidays. When a regular Scheduled Service Day falls on a Holiday, the day following the Holiday will be the Scheduled Service date as defined by these tariffs.