

#### a Genesee & Wyoming Company

# CAPE BRETON & CENTRAL NOVA SCOTIA RAILWAY LIMITED PUBLIC SWITCHING TARIFF CBNS TS 127006-2

**ISSUED:** February 1, 2023 **EFFECTIVE:** February 22, 2023

# RATES BETWEEN TRURO AND ZONES ON THE CBNS

<u> 20142 1</u>			
Abercrombie, NS	Salmon River, NS		
Antigonish, NS	Stellarton, NS		
Granton, NS	Trenton, NS		
James River, NS	Truro, NS		
Lorne, NS	West River, NS		
New Glasgow, NS	Westville, NS		

ZONE 1

# **ZONE 2**

Afton, NS	Port Hastings, NS	
Aulds Cove, NS	Port Hawkesbury, NS	
Havre Boucher, NS	Tupper, NS	
Monastery, NS		

DESTINATION	ORIGIN		
	Zone 1	Zone 2	
Zone 1	\$1,238	\$1,623	
Zone 2	\$1,623	\$1,238	

- •Rates good on all commodities excluding Dimensional shipments and TIH/PIH shipments
- •All Rates subject to Fuel Surcharge Tariff 93000
- •All rates are in Canadian funds when moving entirely within Canada
- •Rates can be used as Rule 11 or Proportionally by connecting carrier

#### DANGEROUS GOODS/HAZARDOUS MATERIALS SURCHARGE:

Carload commodities of Dangerous Goods/Hazardous Materials (STCC: 48 or 49 Series codes) being transported or switched on the CBNS will be subject to a surcharge of \$245 per car in addition to all other applicable charges.



a Genesee & Wyoming Company

### <u>CAR USAGE SURCHARGE – BOXCAR OWNED, LEASED OR OTHERWISE</u> <u>CONTROLLED BY SUBSCRIBING CARRIER</u>:

A surcharge per revenue carload applies to shipments originating in Subscribing Carrier's or Subscribing Carrier's affiliates' owned, leased, or otherwise controlled boxcars ("Cars") originating at stations served by Subscribing Carrier. The surcharge will be assessed to the online customer served by the Subscribing Carrier. This surcharge is also applicable when reciprocal switching of such Cars is performed by Subscribing Carrier. The surcharge is in addition to other applicable charges, including but not limited to freight charges, other surcharges, and accessorial charges published in this tariff. Subscribing Carrier shall be responsible for the maintenance and repair of the Cars, except to the extent damage to the Cars beyond normal wear and tear is caused by Shipper's negligence or misuse of the Cars, in which case Shipper shall be responsible for the costs to repair such damage and any transportation costs Subscribing Carrier incurs to send any such damaged Cars to an offline car repair shop. Subscribing Carrier shall not be responsible for any freight claims associated with commodities shipped in the Cars unless such claims are the result of Subscribing Carrier's sole negligence. Shipper accepts all Cars in AS IS condition. Boxcars are defined herein as AAR Car Types A, including, but not limited to: A405.

Minimum Charge: \$150 CAD per revenue carload.

# **GENERAL RULES**

Any services not covered by the charges in this document are subject to the rules and provisions of the Canadian Region General Tariff 1000-series, as such tariffs may be amended, supplemented, modified or superseded from time to time.

Except when in conflict with the other provision of this Quotation, shipments of Commodity(ies) tendered for transportation hereunder shall be governed by tariffs, exempt circulars, rules, regulations, and classifications, as each may be amended, supplemented, modified or superseded from time to time, that would govern the rights and obligations of the parties if this Quotation did not exist, except that no diversion, reconsignment or transit privileges will be permitted. Each shipment hereunder shall be tendered to Carriers on a Uniform Straight Bill of Lading.

This Rate Authority can be cancelled upon 20 days' notice and tariff terms and rates shall apply to all traffic received by Railroad thereafter, as such tariffs may be amended, superseded from time to time. Reverse application applies only on rejected shipments returning to point of origin via reverse route. Except when specifically provided herein, rates do not include switching charges at origin or destination.

#### LOSS OR DAMAGE

In addition to all limitations provided for in the Canadian Region General Tariff 1000-series, no claim for physical loss or damage to any one shipment transported hereunder shall be made or filed by Customer for amounts of \$250.00 or less. Any claims should be filed with the destination Carrier.

Commercial Support Department (on behalf of CBNS) 13901 Sutton Park Drive South, Suite 270 Jacksonville, FL 32224

Commercial.support@gwrr.com