

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

300724

EX PARTE NO. 759

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DEMURRAGE BILLING REQUIREMENTS

**OPENING COMMENTS ON BEHALF OF CN ON
SUPPLEMENTAL NOTICE OF PROPOSED RULEMAKING**

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The U.S. rail operating subsidiaries of Canadian National Railway Company (hereafter “CN”) respectfully submit these comments on the Supplemental Notice of Proposed Rulemaking (“SNPRM”) served on April 30, 2020 in the above-captioned proceeding. CN appreciates the Board’s careful attention to the issues raised in this docket and its other dockets relating to demurrage and the Board’s decision to give parties the opportunity to further comment on several topics. CN also appreciates that the Board’s final rule on direct billing notices allowed railroads sufficient time to implement conforming changes to their tariffs and provide customers adequate advance notice of those tariff changes. CN notes that on May 20, 2020, it issued revisions to its Tariff CN 9000 that reflect the Board’s new Ex Parte 759 rule on direct billing notices. These revisions will be effective on June 20, 2020.

CN shares the Board’s belief that railroads should strive to provide accurate demurrage invoices that provide sufficient information to customers. Indeed, CN currently dedicates significant resources toward this end. But as CN expressed in its comments on the initial October 7, 2019 Notice of Proposed Rulemaking (“NPRM”) in this proceeding, CN does not believe that the Board’s goal of accurate invoices is best accomplished by the Board prescribing eleven specific elements to be included on or with each demurrage invoice (as proposed in the NPRM) or by expanding that list to fourteen (as proposed in the SNPRM). Instead, the Board should adopt a flexible performance-based standard requiring a railroad to provide customers with sufficient information to understand their demurrage charges and contest charges they believe to be inappropriate. Railroads should have the

flexibility to determine how best to meet that goal, and a court or the Board would have the ability to consider a claim that a railroad's invoicing did not satisfy that standard on a case-by-case basis in a particular demurrage dispute.

The Board should not require railroads to maintain and provide the "original ETA" of a shipment that incurs demurrage charges. Estimated time of arrival is a valuable tool for a railroad to share with its customers to give transparency when traffic is expected to arrive, updated as circumstances change, so that customers may manage their pipelines and resources in real time. That is why CN already provides its customers with the most up-to-date ETA for their shipments. This information, however, is *not* a guarantee of service or transit time. It is in the interests of all participants in a supply chain for these "ETA" forecasts to be shared when available and appropriately updated as a movement progresses through the rail network—because these updates inform proper planning for both railroads and their customers. The suggestion by some shipper groups that the mere occurrence of a difference between "original" ETA and the placement time of a railcar (whether actual or constructive) could indicate a railroad-caused service problem that could somehow be used to negate demurrage charges suggests that the purpose of sharing "original ETA" information is misunderstood and could be misused. This potential misuse could discourage a railroad in the future from estimating ETAs, and instead could incentivize a railroad to either not provide ETAs at all or to provide ETAs with a significant "cushion" of extra time. This result would not be in the best interests of the overall supply chain, which is best served by minimizing dwell time

of railcars so as to reduce congestion in serving yards and increase utilization of railroad-owned and private railcars.

With respect to the other invoice elements discussed in the SNPRM, CN continues to believe that the Board should not adopt detailed prescriptive regulations requiring that such elements be included on a demurrage invoice, that “machine-readable data” be made available, or that railroads take “appropriate action” to ensure the accuracy of invoices. A performance-based regulation like the one CN has proposed is a better way to achieve the Board’s overarching policy goal of “ensur[ing] that recipients of demurrage invoices will be provided sufficient information to readily assess the validity of those charges.” *See* NPRM at 10; SNPRM at 4. In any event, CN already provides the other invoice elements discussed in the SNPRM, *i.e.*, billing cycle and ordered-in date and time.¹ CN is currently developing the technology with its systems to provide downloadable machine-readable data for demurrage. And CN’s Optional Services team’s dedicated work to ensure that demurrage invoices are accurate satisfies any reasonable definition of “appropriate action to ensure that demurrage invoices are accurate and warranted.”

¹ In addition, original ETA is already provided to all customers, in the sense that customers can monitor ETA throughout a shipment’s progress. Indeed, customers who receive daily reports on shipment status can readily track changes in ETA. But CN’s eBusiness tools do not maintain a historical record of any updates to ETA for each shipment, since the most currently available estimated arrival is the most useful for customers as a tool in their planning (as discussed below).

I. THE BOARD SHOULD ADOPT A PERFORMANCE-BASED STANDARD REQUIRING CLEAR DEMURRAGE INVOICES RATHER THAN MICROMANAGE THE SPECIFIC ELEMENTS OF INVOICES.

CN agrees with the Board that customers who are billed for demurrage should have sufficient information to understand the basis of the charges against them so that they may contest charges that they believe to be inappropriate. But CN does not believe that the best way to achieve this goal is for the Board to mandate specific elements to be included on each demurrage invoice. A prescriptive rule in which the Board determines in advance the proper elements of demurrage invoices for all Class I railroads is inconsistent with sound regulatory policy and with Congress's command that the Board "minimize the need for Federal regulatory control over the rail transportation system"—particularly where, as here, the Board has more workable alternatives to achieve its goals. 49 U.S.C. § 10101(2). The Board instead should consider adopting a flexible, performance-based standard requiring a railroad to provide customers with sufficient information to understand the basis of demurrage charges so that the customer may, if needed, dispute them. *See* NPRM at 10; SNPRM at 4.

CN proposed alternative language for the Board's consideration in its initial comments:

Class I carriers shall ensure that recipients of demurrage invoices have access to sufficient information to be able to understand the basis for the charges and to dispute charges believed to be unwarranted. This information can be provided either on or with the demurrage invoice or through another

electronic means, including through a software platform or portal.²

This flexible performance-based standard is preferable to prescriptive regulations that would mandate particular items to be included on individual demurrage invoices, for three reasons.

First, the proposed regulations would create unnecessary and nonsubstantive demurrage disputes, because they would encourage litigation over the form of an invoice rather than its substance. *See* CN Opening Comments at 7. Rather than focusing on whether the substantive demurrage charge was appropriate, a customer may litigate over whether the demurrage invoice included all the requisite elements or whether incorrect or incomplete information was provided in one of the fields of a demurrage invoice. For example, a railroad that received incorrect information from a shipper or interchange carrier that was populated in a demurrage invoice could find itself having to litigate the validity of the invoice, even if the incorrect information is immaterial to the underlying demurrage at issue (such as an incorrect commodity or origin station).

Second, the record does not support a finding that there is a systematic problem with the amount of information included in demurrage invoice billing that requires a new set of Board regulations. *See* CN Opening Comments at 6. In response to anecdotes asserting that some unnamed railroads provided incomplete demurrage invoices, CN provided specific testimony showing CN's detailed invoices,

² *See* CN Opening Comments at 10, Ex Parte 759 (filed Nov. 6, 2019).

as well as the ample information that CN already makes available to customers through other platforms. *See, e.g.*, CN Opening Comments at 4-5, Attachment 1. That testimony has not been contradicted with any evidence of the supposedly deficient invoices that would necessitate prescriptive and sweeping Board regulations. Despite multiple opportunities in the Ex Parte 754 hearing, in post-hearing comments, and again in comments on the original NPRM, the thoroughly developed record includes only anecdotal evidence of purported problems with the information on a demurrage invoice, without any examples illustrating how invoices were deficient. The Board should not enact new regulations prescribing contents for all demurrage invoices across the entire rail industry based on such anecdotal, unsupported assertions. To the extent that the Board wishes to ensure that invoices provide sufficient information, it is a better course to adopt a generally applicable standard than to adopt new detailed rules for demurrage invoices.

Third, prescriptive regulations are a sharp break from the agency's prior decisions recognizing that demurrage does not require heavy-handed regulation. *See* CN Opening Comments at 7. That is why the ICC previously rejected mandating nationwide paperwork requirements for demurrage. *See Maintenance of Records Pertaining to Demurrage, Detention, and Other Related Accessorial Charges by Rail, Carriers of Property*, Ex Parte No. 285, 47 Fed. Reg. 58273 (1982). The Board should not sharply swing from this long-standing minimalist approach to one where it closely regulates the details of demurrage invoices. A flexible standard will

be more consistent and workable and will achieve the Board's policy goal without unintended consequences.

* * *

CN hopes that the Board will consider adopting CN's alternative standard. But if the Board chooses to proceed with prescribing specific elements to be provided on or with demurrage invoices, then it is essential that the Board clarify that the information can be provided through a software platform or portal. *See* CN Opening Comments at 9-10. As CN has demonstrated, its eBusiness tools provide ample detailed information to customers. Making information available to customers through these tools is far more effective and customer-friendly than it would be to print it all on a single invoice. Railroads should be permitted to provide information in flexible formats, such as through software programs or portals, which allow customers to easily access details in connection with their rail transportation when they actually need them to understand a demurrage invoice.

In addition, the Board should make clear that a railroad is only required to provide information that is available to it. In some situations, a railroad may not have access to all the categories of information that the proposed rules would require, and a customer should not be able to argue that a demurrage invoice should be invalidated because a railroad does not possess some categories of information. For example, a railroad that is only handling rail cars in service on behalf of or in the account of the carrier responsible for the line-haul shipment may have no relationship with the originating shipper or payer of freight, and may not

have information on the date that the waybill was created, the origin station, or even the shipper. This applies to various operational scenarios, such as reciprocal switching and haulage arrangements. This lack of that information—at no fault of the railroad—should not bar a railroad from invoicing for demurrage when it is appropriate, nor should it be a defense against paying valid demurrage charges.

II. THE BOARD SHOULD NOT ADOPT ANY OF THE THREE ADDITIONAL REQUIREMENTS FOR INVOICES IN THE SNPRM.

A. The Board Should Not Adopt The Requirement For Original ETA, Which Could Be Misused And Would Create Poor Incentives.

CN's prior comments have described the detailed eBusiness tools that CN has made available to customers to help them manage their shipments in the pipeline so that they can load and unload railcars quickly to reduce demurrage charges. These resources include real-time estimated time of arrival, which is an active tool whose primary purpose is to provide customers with a best estimate of when they can expect a shipment to arrive under current circumstances. As with tracking a package delivery, changes to a rail car's ETA are not uncommon. Sometimes cars arrive sooner than expected (perhaps because they were able to be added to an earlier road train) and sometimes they arrive later than expected (perhaps because of obstructions on the tracks outside a railroad's control that cause delays or derailments). Because ETA is a business tool that CN provides to customers to help them plan their pipeline, CN has invested resources to ensure it is updated regularly with the most accurate information available.

Some commenters on the initial NPRM suggested that railroads provide the “original” ETA for all cars incurring demurrage, so that changes in the ETA could be used to identify potential service problems or “bunching.” But “original” ETA is not useful for that purpose, and requiring railroads to include it in the context of demurrage could be counterproductive.

In the first place, it is not apparent how any difference between the first ETA that a railroad provides and the time of actual or constructive placement would help provide evidence of “bunching.” As the Board defines it, bunching consists of “rail car deliveries that are not reasonably timed or spaced” such that a receiver of railcars cannot avoid demurrage charges. SNPRM at 5 n.8. The relevant data for such bunching is the actual arrival time of shipments, and whether the arrival times for all of a receiver’s inbound traffic are clustered in a way that it could prevent the receiver from loading or unloading the cars without incurring demurrage. “Original ETA” provides no information on this question.

Moreover, requiring railroads to provide the “original ETA” on or with demurrage invoices could disincentivize a railroad from providing transparency concerning ETA forecasts. Currently a railroad has every incentive to use its best judgment based upon all available information in estimating original ETA in an ever-changing environment with dozens of factors that impact rail transportation. But if the Board requires information on “original ETA”—and suggests that a receiver could cite this as a basis to challenge a demurrage invoice on the grounds

that a railroad did not achieve that original ETA³—a railroad will be incentivized to include a sizeable cushion when forecasting original ETA. The unintended result could therefore be to discourage a railroad from providing transparency concerning the most up-to-date information, which would ultimately disrupt efficient trip planning. And the suggestion that failure to deliver by an original ETA could be indicative of a service failure would seek to override privately negotiated agreements between a railroad and a customer, [REDACTED]

[REDACTED]

B. The Board Should Not Adopt The Billing Cycle Requirement.

As shown in its opening comments, CN already includes billing cycle information on its invoices. *See* Attachment 1, Fig. 1. And although CN voluntarily provides this information, there is no basis in the record for the Board to mandate this requirement. The sole support in the record for this requirement is a single shipper comment that included “dates covered by the demurrage bill” in a bullet-point list—without any further explanation—of “recommended” information to be included. *See* SNPRM at 5; CPC Opening Comments at 4. There is no evidence in

³ Indeed, some shippers explicitly stated that they believe this should be the case, even where a deviation from the initial ETA forecast has no bearing on demurrage. *See* PRFBA Opening Comments at 2 (“We believe that if the expected delivery date varies from the actual placement date or available placement date the railroad should not invoice for demurrage.”). Other shippers strongly implied the same by citing what sounds like a negotiated provision in commercial contracts in another industry. *See* AFPM Opening Comments at 7 (asserting that under certain maritime contracts “if a carrier misses the original scheduled delivery date, no demurrage is chargeable to the shipper.”).

the record of any problem with a railroad failing to identify the billing cycle covered by demurrage bills that would justify a new Board regulation of this element.

C. The Board Should Not Adopt The Ordered-In Date And Time Requirement.

Similarly, CN already provides the ordered-in date and time, as is shown clearly by the screenshots in its Opening Comments. *See* Opening Comments Attachment 1, Fig. 3. More importantly, information about when railcars are ordered in is plainly within the control of the customer ordering the railcar, so it is unclear why a railroad should be required to provide this information. And the SNPRM's suggestion that such data could help a customer prove claims about railroad-caused delays misses the mark. *See* SNPRM at 8-9 & n.15. The disputes that the Board cites about missed switches or incorrectly switched cars would not be resolved through additional information on the customer's order-in date and time. *Id.* at 9 n.15.

III. THE BOARD SHOULD NOT REQUIRE MACHINE-READABLE DATA.

The Board also requests comments on whether railroads should be required to provide downloadable "machine-readable invoicing" for demurrage, including on "how large an undertaking" it would be for railroads to provide that information. SNPRM at 10. CN urges the Board to not mandate "machine-readable invoicing" or to prescribe specific data or formatting requirements for invoices. Prescriptive regulations that specify the precise mechanism by which railroads are to bill their customers are not the best way for the Board to regulate.

CN manually has provided machine-readable data on request to certain customers. However, the process for providing that data is currently labor-intensive for CN personnel, and CN is working on systems enhancements to make machine-readable data downloadable for all customers. [REDACTED]

[REDACTED] While CN's decision to develop this capability was made before the SNPRM was issued, implementation of this plan will take time, because it requires technology upgrades to multiple CN IT systems and coordinated work by several departments. CN currently expects to have downloadable demurrage back up details available to customers by the end of [REDACTED]

IV. THE PROPOSED REQUIREMENT THAT RAILROADS TAKE APPROPRIATE ACTION TO ENSURE DEMURRAGE CHARGES ARE ACCURATE IS NOT NECESSARY AND COULD HAVE UNINTENDED CONSEQUENCES.

Finally, the Board asked for comment on the proposed rule requiring railroads to take "appropriate action to ensure that demurrage charges are accurate and warranted" and for railroads to explain what actions they currently take to ensure the accuracy of invoices. SNPRM at 10-11.

As CN has explained at the demurrage hearing and in its prior demurrage comments, CN has robust systems in place to ensure that demurrage charges are accurate and warranted. CN has an Optional Services team of more than ten full-time employees in the United States who are responsible for billing and validation for demurrage and other accessorial charges. Much of the work of that team is

dedicated to ensuring that invoices are accurate and that charges are warranted before they are issued. The Optional Services team regularly interfaces with CN's separate customer service group to ensure that CN is aware of any particular customer issues or service problems before issuing invoices. CN's pre-invoice review thus is focused on areas where it will be most beneficial. For example, facilities where demurrage charges could have been affected by potential railroad service issues during the billing period are reviewed carefully to ensure that proper adjustments have been made. Locations where customers have disputed invoices or otherwise expressed billing concerns are also given special attention to ensure that invoices are accurate and to help identify ways that customers can reduce or eliminate demurrage charges. In contrast, less pre-invoice review is required for locations where there have been no recent customer issues or railroad service problems that could have impacted demurrage.

CN believes that the efforts of its Optional Services team would satisfy any reasonable definition of "appropriate action" to ensure that demurrage invoices are accurate and warranted. But the Board should be cautious about mandating any minimum level of "appropriate action" for the rail industry to take with respect to each and every invoice without regard to circumstances. A railroad should have flexibility to exercise judgment to pursue an approach that works for its particular circumstances, including whether to reasonably rely on technological innovations to enhance accuracy or to enlist more manual review.

Once again in closing, a flexible performance-based regulation is a better way to foster the Board's policy goal of accurate invoicing rather than mandating "appropriate action" to ensure demurrage charges are accurate, as measured against a list of fourteen requirements. Specifically, CN's proposed language for 49 C.F.R. § 1333.4 would enable a railroad to improve the accuracy of demurrage invoices using technology and other solutions in the future as they become more readily available, without prescribing what actions a railroad must take related to information on a particular demurrage invoice. Under CN's proposal, each railroad has the responsibility to effectively provide customers "access to sufficient information to be able to understand the basis for demurrage charges and to dispute charges believed to be unwarranted." *Supra* pp. 4-5. It would be up to each railroad individually to determine how best to achieve this goal, and a court or the Board in a particular demurrage dispute could determine in individual cases whether a railroad was meeting that standard.

V. CONCLUSION

For the reasons set forth above and in CN's comments on the initial NPRM, the Board should not adopt the NPRM or SNPRM proposals to prescribe the elements of demurrage invoicing, and instead should adopt the following alternative provision in its regulation:

Class I carriers shall ensure that recipients of demurrage invoices have access to sufficient information to be able to understand the basis for the charges and to dispute charges believed to be unwarranted. This information can be provided either on or with the demurrage invoice or through another

electronic means, including through a software platform or portal.

Respectfully submitted,

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Dated: June 5, 2020

ATTACHMENT 1

**SAMPLES OF CN OPTIONAL SERVICE INVOICE, INVOICE BACKUP
SUMMARY, AND INVOICE BACKUP DETAIL**

Figure 1: Sample Optional Services Invoice

CN Invoice Sample

- ① Charge description
- ② Customer name and address
- ③ Customer CN account number
- ④ CN invoice number
- ⑤ Station and State (where demurrage was incurred)
- ⑥ Unit of measure for charge calculation
- ⑦ Quantity of units
- ⑧ Rate per unit
- ⑨ Charge total
- ⑩ Charge Authority (Tariff or Contract) Dwell Days
- ⑪ CN Accounting Contact
- ⑫ Payment remittance instructions
- ⑬ Invoice currency
- ⑭ Amount to pay
- ⑮ Payment due date

Invoice Optional Services		Facture Services Optionnels	
PVT EQUIP HELD ON CN PRIOR UNLOAD		DÉCHARG MAT PART RETENUS VOISS CN	
② CUSTOMER NAME CUSTOMER ADDRESS		PATRON No/FN+ CLIENT ③ INVOICE / FACTURE CUSTOMER REFERENCE NUMBER NUMÉRO DE RÉFÉRENCE DU CLIENT	
		IMMCOVVVY 10/12/2019 NO.FN+ CN INVOICE # ④	
OS START DATE DATE DE DÉBUT DU SERVICE	EQUIPMENT NUMBER N° DU MATÉRIEL	FROM/AT DE/À	STATION / ST ⑤
09/23/2019		FROM ZTS DE ZTS	TO J.SQJJA AU ZTS
OS COMPLETE DATE DATE DE FIN DU SERVICE	REF. PAYBILL / FRGE REF MULCOVVVY NO. N	OTHER / AUTRE INFORMATION 2	
10/05/2019			
GROUNDING DATE DATE DE MISE AU SOL	WEIGHT / POIDS	LENGTH / LONGUEUR	CAPACITY / CAPACITÉ
STOC			
DESCRIPTION	QUANTITY QUANTITÉ	RATE TAUX	CHARGES FRAIS
① PVT EQUIP HELD ON CN PRIOR UNLOAD			
SERVICE RENDERED 1 OF 1			
⑥ PER DAY	⑦ 10.0000	⑧ 120.00	⑨ 3,600.00
RATE LINE 1: TARIFF CN 009000 ⑩			
ADDITIONAL INFORMATION			
PVT EQUIP HELD ON CN TRACKS PRIOR TO UNLOADING - ALL			
REQUEST No / NO DEMAND 10076 8779 880004 CN No / NO TRV 1000001114 83 0014 OS No / No serv fact 4097853 AUTO For information: Pour renseignements		STATEMENT No. N° ÉTAT DE COMPTE MAKE CHECK PAYABLE TO LE BELLER LE CHÉQUE À L'ORDRE DE CN P.O. BOX 71206 CHICAGO, IL 60694-1206 MON. CH. CA	
⑪ DANIEL STATION (514) 399-6374 DANIEL.STATION@CN.CA		PAY THIS AMOUNT IN USD PRIOR IF NOT ALREADY PAID MONTANT À PAYER EN DÉVISES USD SI NON DÉJÀ PAYÉ Total includes taxes, if applicable / Total inclus les taxes si applicable \$3,600.00 ⑭ DATE DUE DATE D'ÉCHÉANCE: 10/27/2019 ⑮ PLEASE QUOTE INVOICE NUMBER / VÉRICIFIEZ RAPPELÉZ LE NO. CN FACTURE: Annual Interest Charge: 12% Taux pour frais d'intérêt: 12%	

Figure 2: Invoice Backup – Summary

CN Invoice Backup – Summary Page

- ① Customer
- ② Station and State
- ③ Demurrage type (Load, Unload, Other)
- ④ Equipment ownership type (Private or Railway owned)
- ⑤ Start date of demurrage period
- ⑥ Total railcars included on the invoice
- ⑦ Total asset use days (days that the cars dwelled)
- ⑧ Total free days (Free days allowed in the governing tariff or contract PLUS additional free day provided to offset any CN caused dwell)
- ⑨ Total chargeable days ("Debits" – equal to dwell days – free days)
- ⑩ Chargeable asset use calculation (⑨ chargeable days x ⑪ rate)
- ⑪ Rate charged and currency (as governed by the applicable tariff or contract)
- ⑫ Average number of days each railcar was held (⑦ total asset use / ⑥ total cars)
- ⑬ Total charges due

C0001		19-10-11 01:00:33	
**** ORIGINAL ****		** CANADIAN NATIONAL RAILWAYS / CHEMINS DE FER NATIONAUX DU CANADA ** PAGE 1 OF/DE 2	
		OPTIONAL SERVICES / SERVICES OPTIONNELS	
		EXTENDED ASSET USE (STRAIGHT PLAN) / UTILISATION PROLONGEE (RÉGIME DIRECT)	
⑤	④	③	MM/DD/YY NUMBER
Sep 29-05 / 2019	PVT EQUIP HELD ON CN TRACKS PRIOR TO UNLOADING EQP 'ALL' for	①	at ②
Sep 29-05 / 2019	DÉCHARG MAT PART RETENUS VOIES CN EQP 'ALL' pour	à	
			MM/JJ/AA NUMÉRO
			10/10/19
⑥ (A)	Total Cars / Nombre total de wagons	(A)	7
⑦ (B)	Total Asset Use (days) / Temps total d'utilisation des actifs (jours)	(B)	37
⑧ (C)	Total Free time and Allowance (days) / Période sans frais et temps alloué (jours)	(C)	7
⑨ (D)	Chargeable Asset Use (days) / Temps d'utilisation des actifs facturables (jours)	(D)	30
⑩ (E)	Chargeable Asset Use / Temps d'utilisation des actifs facturables	(E)	3600.00 USD
	30 Days at/Jours à 120.00 USD per day/par jour	⑫	
Each car was held an average of / Chaque Wagon a été retenu en moyenne 5.29 days / jours			
Total due this bill (E) / Somme total due sur cette facture (E)			⑬ 3600.00 USD

Figure 3: Invoice Backup – Details

CN Invoice Backup Sample – Detail Page

1. Data Points Referenced by the STB

- ① ② **Car Identifiers:** Provided - railcar initials + railcar numbers
 ③ **Waybill Creation:** Not provided for unloading invoices as it has no impact on calculation of unloading charges. Available on loading invoices ("Release Date").
 ③ **Loaded/Empty Status:** Provided "Unloading" indicates a "Loaded" status while "Loading" would indicate an "Empty" status
 ④ **Commodity being shipped:** Provided (if applicable)
 ⑤ ⑥ **Identify of shipper, consignee, and/or care of party as applicable:** Provided. Customer responsible for charges and consignee/shipper (as applicable)
 ⑦ **Origin station and state of shipment:** Provided. In addition the station and ST at which the charges were incurred is provided (Origin / Destination / Other)
 ⑧ **Dates / times actual placement of each car:** Provided
 ⑨ **Dates / times constructive placement of each car:** Provided (if applicable – some customers have traffic placed on arrival)
 ⑧ **Dates / times notification of constructive placement:** Available. Notification is always one calendar day prior to date of constructive placement
 ⑩ **Date of release of each car:** Available. Release date = (earlier of) ⑧ "Plcd" or ⑨ "CP" + ⑩ "Dwell"
 ⑪ + ⑫ **Number of credits attributed to each car:** Provided. Credits = "Free" (tariff allowance) + "Allow" (additional free days added to offset an CN impact)
 ⑩ ⑬ **Number of debits attributed to each car:** Provided. ⑩ "Dwell" – ⑪ "Free" + ⑫ "Allow" + ⑬ "Net" (chargeable days or "debits")
 ⑭ **The date the unloading party ordered the car for placement by CN:** Provided

2. Additional Data Points Provided

- ⑮ Start date of the demurrage cycle (CN calculates charges weekly)
 ⑯ Equipment ownership (private and railway owned equipment are not combined)

C0002

**** ORIGINAL ****

** CANADIAN NATIONAL RAILWAYS / CHEMINS DE FER NATIONAUX DU CANADA **

OPTIONAL SERVICES / SERVICES OPTIONNELS

EXTENDED ASSET USE (STRAIGHT PLAN) / UTILISATION PROLONGÉE (RÉGIME DIRECT)

19-10-11 01:00:33

PAGE 2 OF/DE 2

15

16

3

5

7

MM/DD/YY

NUMBER

MM/JJ/AA

NUMÉRO

10/10/19

PAY THIS AMOUNT/SOMME À PAYER: \$ 3600.00 USD

1	2	6	7	4	9	14	8	10	11	12	13	
Init Number	Consignee	Origin Station	Content	CP	Order-In	Plcd	Dwell	Free	Allow	Net		
MM/DD HH	MM/DD HH	MM/DD HH	MM/DD HH	Ms att	Demande	Ms place	(Day)	(Day)	(Day)	Chg		
Marq	Numéro	Destinataire	Gare	d'origine	Contenu	MM/JJ HH	MM/JJ HH	MM/JJ HH	Séj	S.fr	Allowé	net
AAAA	*****	CONSIGNEE	STATION / ST	CHEMLS	09/09 10	10/01 23	10/02 03	23	1	4	18	
AAAA	*****	CONSIGNEE	STATION / ST	CHEMLS	09/19 10	10/02 23	10/03 05	14	1	1	12	
AAAA	*****	CONSIGNEE	STATION / ST	GLYCOL	09/30 10	09/29 23	09/30 03	0	0	0	0	
AAAA	*****	CONSIGNEE	STATION / ST	WAXES	09/30 10	09/29 23	09/30 03	0	0	0	0	
AAAA	*****	CONSIGNEE	STATION / ST	ACIDS	10/05 10	10/04 23	10/05 08	0	0	0	0	
AAAA	*****	CONSIGNEE	STATION / ST	ACIDS	10/05 10	10/04 23	10/05 08	0	0	0	0	
AAAA	*****	CONSIGNEE	STATION / ST	GLYCOL	10/05 10	10/04 23	10/05 08	0	0	0	0	
TOTALS/TOTAUX							37	2	5	30		