CPKC

Private Equipment Tariff

6

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CPKC 6 Revision 2025.2
cancels and supersedes:
CPKC 6 Revision 2025.1

This document is updated periodically. Current versions of this and other CPKC tariffs are available at www.cpkcr.com.

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New Item N

Price Change P

Text Update T

As an initial step towards harmonization of tariffs, this CPKC tariff contains item numbers that will be required temporarily to facilitate the migration to integrated CPKC systems. These item numbers will be replaced with the intended standard three-to-five-digit item numbers in a subsequent revision of this tariff expected Q3 2025.

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Item 100 Application

In addition to any other applicable tariff, the prices, charges and rules of this Tariff apply, as amended from time to time. In the event of conflict between CPKC Tariff 6 and AAR Tariff RIC 6007, CPKC Tariff 6 will prevail. Prices in this Tariff apply as published at the time the service was rendered, in the currency of the country in which the service occurs, unless otherwise specified. For notifications of updates to this Tariff, subscribe using CPKC Customer Station.

Item 200 Definitions

linehaul movement on CPKC	a revenue shipment for CPKC, with CPKC appearing in the route [e.g., CPRS-CHGO-XX]; 'revenue' refers to freight charges and does not include switching or accessorial amounts
mileage equalization	a program to compensate rail carriers for non-revenue car miles that exceed revenue miles
non-revenue empty railcars	private empty movements (i) immediately subsequent to linehaul movement on CPKC, and (ii) billed within 180 days of the waybill date of the prior linehaul movement; not subject to freight charges
OT-57	AAR operating-transportation circular regarding industry registration for private railcars https://public.railinc.com/resources/aar-circulars
Private Containers	containers not owned by CPKC and not managed by Blume Global
private equipment	private railcars and/or private containers
private railcars	railcars not owned or supplied by a railway
revenue empty railcars	private empty movements other than non-revenue; subject to freight charges
revenue miles	the CPKC miles covered by a linehaul movement on CPKC
RIC 6007	AAR tariff that relates to US mileage equalization https://public.railinc.com/resources/national-tariffs
Tariff 4000	CPKC public freight tariff governing movement of revenue empty railcars
transborder movement	movement with portions of the route in both the United States and Canada
UMLER	AAR database of North American transportation equipment https://public.railinc.com/products-services/umler-system

Item 25 **Movement of Empty Private Railcars**

Private empty railcar movements on CPKC that are (i) immediately subsequent to a CPKC linehaul movement, *and* (ii) billed within **180 days** of the waybill date of the preceding CPKC linehaul movement, are generally considered non-revenue and not subject to freight charges. All other private empty railcars moving on CPKC are considered revenue movements and are subject to freight charges. The below tables describe how private empty railcar movements are managed on CPKC and designate the parties responsible for payment of applicable charges.

Table A: Empty [1] railcar movements in CANADA or TRANSBORDER applicable to ALL PRIVATE RAILCARS

Movement	Revenue Status [2]	Responsible Parties [3]
car moving on CPKC for the first time, or >180 days after prior CPKC linehaul	***revenue*** movement subject to Tariff 4000 or other applicable agreement	Payer of Freight Shipper Consignee
re-stenciled car, car not listed in UMLER, or car moving to be scrapped or dismantled	***revenue*** movement subject to Tariff 4000 or other applicable agreement if the preceding movement was non-revenue	
car moving to/from a repair facility or storage		
the preceding movement was non-revenue		
all other private empty railcar movements	***non-revenue*** movement, subject to mileage equalization per Item 30	

Table B: Empty [1] railcar movements in the UNITED STATES applicable to PRIVATE TANK CARS ONLY

Movement	Revenue Status [2]	Responsible Parties [3]
new tank car moving prior to first loaded movement in commercial service, or >180 days after prior CPKC linehaul	***revenue*** movement subject to Tariff 4000 or other applicable agreement	Payer of Freight railcar owner
re-stenciled car, car not listed in UMLER, or car moving to be scrapped or dismantled	***revenue*** movement subject to Tariff 4000 or other applicable agreement if the preceding movement was non-revenue	
car moving to/from storage, or to/from a facility for cleaning, (re)lining, maintenance, modification or repair		
all other private empty tank car movements	***non-revenue*** movement, subject to mileage equalization per Item 30	

Table C: Empty [1] railcar movements in the UNITED STATES applicable to PRIVATE CARS OTHER THAN TANK CARS

Movement	Revenue Status [2]	Responsible Parties [3]
new car moving prior to first loaded movement in commercial service, or >180 days after prior CPKC linehaul	***revenue*** movement subject to Tariff 4000 or other applicable agreement	Payer of Freight railcar owner
re-stenciled car, car not listed in UMLER, or car moving to be scrapped or dismantled	***revenue*** movement subject to Tariff 4000 or other applicable agreement if the preceding movement was non-revenue	
car moving to/from a facility for cleaning, (re)lining, maintenance, modification or repair		
car moving to/from storage facilities		
all other private empty railcar movements	***non-revenue*** movement, not subject to mileage equalization	

1. For a railcar to qualify as 'empty' for shipping purposes, the weight of any lading, including residue or debris, must not exceed 2,500 lbs.
2. If there is a discrepancy between the bill of lading and CPKC's movement records, the latter shall prevail in determining the revenue status of a shipment.
3. Responsible parties may be jointly and severally liable.

Item 30 Railcar Mileage Equalization

Empty non-revenue private railcars return to the last rail origin by default. When such railcars are redirected to a different location (such as a maintenance facility or an alternate loading point), an imbalance between revenue miles and non-revenue miles can develop. Mileage equalization is a program to compensate rail carriers for non-revenue car miles that exceed revenue miles. The Canadian and US mileage equalization programs are summarized below. Item 25 governs which movements on CPKC are subject to a mileage equalization program.

Canadian Mileage Equalization Program [1,2,3]

The Canadian mileage equalization program applies to non-revenue empty miles on private tank cars and covered hoppers that move in Canada, for all or part of their movement. The exception to this is 'bridge traffic' which originates and terminates in the United States, only passing through Canada for routing purposes, and is subject to the US mileage equalization program.

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To calculate mileage equalization, all revenue and non-revenue miles are compiled by car type and car owner at year end. When non-revenue miles exceed 106% of revenue miles, **each mile in excess of 106% is invoiced at $1.40 per mile**, without minimum, and assessed to the car owner. Any disputes must be made in accordance with CPKC Tariff 1 Item 14100.

1. When a car changes ownership, mileage calculations before and after the ownership change are made separately for each owner, unless otherwise agreed with CPKC.
2. CPKC will only recognize car ownership as indicated by reporting marks painted or stenciled on the car body; cards, placards, boards, etc. are not recognized.
3. Mileage is calculated between CPKC origin and CPKC destination stations. For multi-carrier shipments, mileage is calculated between CPKC origin/destination and interchange.

United States Mileage Equalization Program [1,2,3,4,5]

The US mileage equalization program is set out in RIC 6007 and only applies to tank car movements. The program applies to movements from US origins to US destinations, including 'bridge traffic' passing through Canada for routing purposes.

The US mileage equalization program is administered by the Association of American Railroads (AAR). CPKC reports loaded and empty tank car mileage to the AAR by reporting mark. The AAR aggregates the data received from all carriers by mark or group of marks assigned to a car owner. If the annual aggregate empty mileage for a car owner is more than 106% of the aggregate loaded mileage, **each mile in excess of 106% is invoiced at the rate specified in RIC 6007**.

1. For tank cars, RIC 6007 applies to the US portion of transborder movements. The Canadian portion of the movement is subject to the Canadian mileage equalization program, except that empty tank car movements under RIC 6007 will be subject to mileage equalization for the entirety of the empty movement.
2. For non-tank cars, RIC 6007 applies to all miles on transborder and bridge traffic through Canada, and to miles in the US for bridge traffic through the US.
3. For transborder movements, due to differences in the US and Canadian programs, the US portion movement may be classified as non-revenue while the Canadian portion of the same movement may be classified as revenue (i.e., subject to freight charges).
4. Claims for adjustment of mileage equalization fees, whether considered the error of the reporting railroad of that of another railroad, must be made within 180 days of the last day of the month in which the error is thought to have occurred and will be addressed as outlined in RIC 6007 Item 182.
5. Until such time as provisions specific to CPKC are published in RIC 6007, the provisions published for CPRS (Canadian Pacific Railway) will apply.

Item 20 Private Equipment Terms

At all times when private equipment owned, leased or provided by, or on behalf of, Shipper are used on CPKC, Shipper shall be responsible for ensuring that the private equipment:

- is free from mechanical defects and failures;
- contains no prohibited or obsolete parts;
- complies with all applicable tariffs;
- complies with all applicable industry, federal, provincial, state and local laws, regulations, rules, permits, standards, licenses and decisions including without limitation those issued, decided, or established by the Association of American Railroads (AAR), Railway Association of Canada (RAC), Transport Canada, the U.S. Department of Transportation, the Federal Railroad Administration (FRA), the International Organization for Standardization (ISO); and
- is otherwise in suitable condition for the safe rail transportation of Commodities.

Prior to movement on CPKC, private railcars must be registered under OT-57. CPKC shall not be required to accept private railcars that do not have OT-57 registration or charges under Item 8 in this Tariff will apply.

CPKC shall not be liable to Shipper, and Shipper shall fully indemnify and hold harmless CPKC, for all losses, damage, injury, death or any other liability including loss of or damage to property, injury to or death of persons, or adverse effect on wildlife or the environment (including without limitation attorney's fees and other reasonable costs of litigation, and including fines, penalties and environmental response costs), arising from or due to any defects in, or failure of, private equipment, any negligent act or omission or willful misconduct of Shipper, any failure by Shipper (or its agents or contractors) to comply with the applicable policies, procedures and requirements with respect to the movement of commodities, improper loading practices, failure to properly close, secure and tender loaded or empty equipment, the presence of any trace chemicals or contaminants in the commodities which are not described in the commodities' proper shipping name, as provided in the Dangerous Goods Laws (as defined in CPKC Tariff 8), or from Shipper's failure to comply with the terms and conditions of CPKC's Tariffs.

In addition to any other applicable freight charges, Shipper shall be solely responsible for any and all costs associated with the movement of Private Equipment, including, but not limited to, lease costs, car hire charges, and mileage compensation charges [see Item 30]. At CPKC's option, Shipper shall either (i) release, defend, indemnify and hold CPKC harmless from claims for such costs including reasonable attorney's fees and costs of litigation, or (ii) reimburse CPKC for excess car hire or mileage compensation paid by CPKC to such Party within thirty (30) days of notice by CPKC.

Information and requirements specific to private equipment carrying Hazardous Commodities is contained within CPKC Tariff 8.

Claims for damage to private railcars will be adjudicated or governed under the same principles and practices of the current copy of the AAR Interchange Rules for repairs to and settlement of rail equipment.

Claims for damage to private containers shall be governed by CPKC Tariff 1 Item 21400.

Item 21 OT-57 Compliance

Private railcars require appropriate registration to travel on CPKC's network. This registration, per the AAR Operating-Transportation Circular OT-57, is intended to make private railcar contact and storage information available to railways. Private railcars on CPKC without OT-57 registration will be assessed this fee [1].	**$200** per car

1. assessed to the Shipper, as the party responsible, to confirm that OT-57 registration is in place prior to tendering a shipment. CPKC will only invoice an alternate party upon written acceptance of charges by that party.

Item 2200 **Private Container Equipment Standards**

In addition to the provisions outlined in CPKC's Tariff 6 [Private Equipment], Private Containers inclusive of containers, chassis and trailers used in Intermodal service shall be subject to the following standards:

Open Top or Flatbed:

- Loaded open-top or flatbed trailers or containers must be protected by tarpaulin or other adequate protection supplied and installed by the Customer and/or Shipper with material and application in compliance with the most current applicable AAR Circular or Rule.

Tank Containers:

- CPKC shall only accept tank containers for container on flatcar ("COFC") movement. Movement of liquid trailer containers is restricted without CPKC prior written approval.
- Tank containers loaded with liquid commodities must be ISO certified, be the compliant standard for the commodity being transported, and no greater than 20 imperial feet in length.
- Tank containers exceeding 7,000 gallons in capacity must be equipped with baffles so that no section exceeds 1,200 gallons in capacity or 120 united inches in length. Each baffle must have an area not less than 80 percent of the cross-sectional area of the tank.
- Tank containers must be loaded to not less than 80 percent of rated capacity of tank.

External Mountings:

Private Containers with appurtenance or external mounted fixture(s) and/or modification must be approved by CPKC prior to rail tender. CPKC shall not be liable for loss or damage to any such the external mountings or modification during the handling of Private Containers.

For the following protruding front panel mounted fixture types, Private Containers must have a minimum clearance threshold of (i) 54 inches from the lower front still to the bottom of the a fuel tank; and (ii) 60 inches from the lower front still to the bottom of a control box. Private Containers found to have external mountings less than the above thresholds are subject to restriction.

Item 2300 **Freight Requiring Heat or Refrigeration**

Unless otherwise agreed under written authority, mechanical protective service ("MPS") or perishable protective service ("PPS") against heat or cold shall not be provided by CPKC for Private Equipment. CPKC shall not undertake any inspections or monitoring of fuel gauges, temperature gauges, thermostat controls or readings, nor will CPKC provide service, maintenance, fueling or repair in any form to or for any Private Equipment. CPKC's liability for loss, damage, delay to Commodities requiring protection from heat or cold and being transported in Private Equipment shall be considered restricted pursuant to this item and CPKC Tariff 1.

Summary of Updates

Item	Title	Effective	Update	Description
30	Railcar mileage equalization	2025-11-01	Price	Canadian mileage equalization rate on non-revenue miles exceeding revenue miles by more than 106% is increased from $1.10 per mile to $1.40 per mile.

CPKC Tariffs in effect as of May 3, 2025

Effective May 3, 2025, a suite of CPKC accessorial and rules tariffs will go into effect across CPKC's Canadian and US network that supersede tariffs previously branded as CP and KCS. The below table describes where the primary concepts in the outgoing tariffs are located in the new CPKC suite of tariffs:

Tariffs in effect prior to May 3, 2025	Corresponding CPKC tariffs in effect on May 3, 2025
KCS 37 [Empty Car Rules]	CPKC 6 [Private Equipment]
KCS 6000 [Demurrage & Storage]	CPKC 2 [Carload Services] CPKC 3 [Intermodal Services]
KCS 8100 [Switching & Terminal]	CPKC 2 [Carload Services] CPKC 3 [Intermodal Services] CPKC 5 [Unit Train Services] CPKC 7 [Interline Switching]
KCS 9011 [Rules]	CPKC 1 [Rules]
KCS 9011 [Fuel Surcharge]	CPKC 9011 [Fuel Surcharge]
KCS 9012 [Rules]	CPKC 1 [Rules]
KCS 9012 [Fuel Surcharge]	CPKC 9012 [Fuel Surcharge]
KCS 9213 [Diversions]	CPKC 2 [Carload Services]
CP 1 [Rules]	CPKC 1 [Rules]
CP 2 [Carload Services]	CPKC 2 [Carload Services]
CP 3 [Intermodal Services]	CPKC 3 [Intermodal Services]
CP 4 [Transload Services]	CPKC 4 [Transload Services]
CP 5 [Unit Train Services]	CPKC 5 [Unit Train Services]
CP 6 [Private Equipment]	CPKC 6 [Private Equipment]
CP 7 [Interline Switching]	CPKC 7 [Interline Switching]
CP 8 [Hazardous Commodities]	CPKC 8 [Hazardous Commodities]
CP 9 [Automotive Services]	CPKC 9 [Automotive Services]
CP 9700 [Fuel Surcharge]	CPKC 9700 [Fuel Surcharge]
CP 9800 [Environmental Surcharges]	CPKC 9800 [Environmental Surcharges]
CP 9900 [Fuel Surcharge]	CPKC 9900 [Fuel Surcharge]