

BEFORE THE
SURFACE TRANSPORTATION BOARD

305453

OMAHA PUBLIC POWER DISTRICT,	)	ENTERED
	)	Office of Proceedings
	)	October 11, 2022
Complainant,	)	Part of
	)	Public Record
v.	)	NOR 42173
	)	
UNION PACIFIC RAILROAD COMPANY,	)	
	)	
Defendant.	)	

UNION PACIFIC RAILROAD COMPANY'S
MOTION TO DISMISS

EXPEDITED CONSIDERATION REQUESTED

CRAIG V. RICHARDSON
JAMES B. BOLES
TONYA W. CONLEY
WHITNEY C. LARKIN
Union Pacific Railroad Company
1400 Douglas Street
Omaha, Nebraska 68179

MICHAEL L. ROSENTHAL
Covington & Burling LLP
One CityCenter
850 Tenth Street, NW
Washington, D.C. 20001
(202) 662-6000

Attorneys for Union Pacific Railroad Company

October 11, 2022

BEFORE THE
SURFACE TRANSPORTATION BOARD

_____	)	
OMAHA PUBLIC POWER DISTRICT,	)	
	)	
Complainant,	)	
	)	
v.	)	NOR 42173
	)	
UNION PACIFIC RAILROAD COMPANY,	)	
	)	
Defendant.	)	
_____	)	

UNION PACIFIC RAILROAD COMPANY'S
MOTION TO DISMISS

Union Pacific Railroad Company (UP) hereby moves to dismiss the Complaint filed in this docket by Omaha Public Power District (OPPD). This motion is supported by the Verified Statements of Chris Sanford (Exhibit A hereto), Aaron Pfeifer (Exhibit B hereto), and Michael R. Baranowski (Exhibit C hereto).

OPPD wants to have its cake and eat it too. UP voluntarily opened OPPD's North Omaha Power Station (NOPS) and certain other Omaha-area customers to competitive rail service from BNSF Railway Company (BNSF), so long as BNSF pays the \$295 per car switch charge established in UP Reciprocal Switching Circular UP 8005 F. OPPD took advantage of the UP-BNSF arrangement to negotiate extremely low contract rates for BNSF transportation service to NOPS—OPPD awarded BNSF the business even though UP offered rates so low they produced a revenue-to-variable cost percentage of just {{[REDACTED]}}.¹ Now, OPPD wants to

¹ Material within double braces (“{{ }}”) has been designated “Highly Confidential” under the Protective Order in this proceeding and has been redacted from the public version of this filing.

challenge UP's \$295 per car charge—apparently because it agreed to reimburse BNSF for paying UP.

OPPD cannot have it both ways. It cannot take advantage of UP's voluntary reciprocal switching arrangement and also challenge the switch charge. If OPPD wants to challenge UP's switch charge, it must first convince the Board to *prescribe* a reciprocal switching agreement between UP and BNSF, and the compensation under such an agreement, pursuant to 49 U.S.C. § 11102(c). However, the Complaint fails to state a claim for prescribed reciprocal switching. The Complaint's most obvious flaw is its failure to allege anticompetitive conduct, which is required under the Board's competitive access rules. *See* 49 C.F.R. pt. 1144.

OPPD's attempt to have it both ways fails for a second reason: OPPD lacks standing because it is not challenging a rate it pays UP. UP's Circular establishes a relationship between UP and BNSF. OPPD is not a party to that relationship. When the Circular applies, UP switches traffic as BNSF's agent and is paid for that service by BNSF. OPPD does not pay any part of the charge to UP. To the extent OPPD pays the charge indirectly because it contractually agreed to reimburse BNSF, any "injury" is self-inflicted and thus insufficient to establish standing.

OPPD's claim fails for a third reason: the Board lacks jurisdiction here because the switching service UP provides BNSF is part of the rail service covered by OPPD's contract with BNSF. *See* 49 U.S.C. § 10709(c)(1). OPPD has not yet produced the contract in discovery, so UP has not seen its specific terms. However, the Circular only applies if BNSF is holding itself out to serve NOPS and UP is switching the traffic as BNSF's agent, so the contract *must* cover the service provided by UP. Thus, the Board lacks jurisdiction over UP's switching service, as the Board held when OPPD previously tried to pursue a similar challenge in 1997. *See Omaha*

Pub. Power Dist. v. Union Pac. R.R., Docket No. 42006 (STB served Oct. 17, 1997), *pet. to reopen denied*, Docket No. 42006 (STB served Nov. 14, 2000).

Finally, OPPD's claim fails because UP lacks market dominance over the transportation of coal between BNSF's lines in Omaha and NOPS. *See* 49 U.S.C. § 10707(b). Even assuming OPPD could challenge UP's switch charge as a rate for transportation of coal between BNSF's lines in Omaha and NOPS, OPPD enjoys extremely effective competition for that transportation. Under OPPD's theory, OPPD can choose between UP service over UP's own lines and BNSF service under the Circular. The effectiveness of such competition is beyond dispute: OPPD extracted a final rate offer from UP that produced a revenue-to-variable cost percentage of {{[REDACTED]}}. 49 U.S.C. § 10707(d)(1)(A).

Because the parties are engaged in burdensome and costly discovery, UP respectfully requests the Board give this motion expedited consideration.

I. Statement of Facts

The Complaint, filed July 22, 2022, concerns the level of the charge UP assesses BNSF for reciprocal switching service UP provides on BNSF's behalf for traffic moving to industries where UP physically provides service in Omaha, Nebraska, including the NOPS plant.

The Complaint focuses on the movement of coal by BNSF from the Powder River Basin in Wyoming to NOPS. The NOPS plant is located on UP's lines in Omaha and is open to BNSF via reciprocal switching. BNSF moves the subject coal traffic to NOPS in unit train service over its lines between the Powder River Basin and Omaha, and UP switches the trains to and from the plant on BNSF's behalf. The one-way distance of the switch move is some 8.6 miles. *See* Complaint ¶ 4.

UP's voluntary decision to open NOPS to reciprocal switching allows BNSF to offer single-line service in direct competition with UP. In other words, BNSF can hold out the ability

to serve the NOPS plant. OPPD has taken advantage of the competition between UP and BNSF to obtain exceptionally low contract rates for its coal traffic. In 2021, OPPD entered into a new contract with BNSF for rail transportation to NOPS, after soliciting a competing bid from UP. *See* Complaint ¶ 6. After several rounds of bidding, UP ultimately proposed a rate of {{REDACTED}} per ton. *See* Pfeifer V.S. ¶ 8. UP's proposed rate would have resulted in a revenue-variable cost percentage of approximately {{REDACTED}} the jurisdictional threshold of 180 percent. *See* Baranowski V.S. at 3; *see also* 49 U.S.C. § 10707(d)(1)(A). BNSF's winning proposal was presumably even more favorable for OPPD.

UP's charges for reciprocal switching in Omaha are set forth in UP Reciprocal Switching Circular UP 8005 F. *See* Complaint, Ex. A. The current level of the switch charge applicable to BNSF movements of coal to NOPS is \$295 per car. *See id.* ¶ 7 & Ex. A, p. 21. The charge is not specific to NOPS—the \$295 charge applies to all Omaha-area shippers named in the Circular as open to reciprocal switching on behalf of BNSF. *See* Complaint, Ex. A, p. 12.² The charge is in line with charges assessed by UP system-wide under the Circular. *See id.*, Ex. A, pp. 20–23.

When BNSF moves coal to NOPS, it is the only line haul carrier that appears in the bill of lading. That is, BNSF holds itself out as serving NOPS. UP does not participate in the line haul route, and it does not receive line haul revenue. *See* Sanford V.S. ¶¶ 4, 5. OPPD never asked UP to establish common carrier rates for UP transportation service from Wyoming to NOPB or from an interchange with BNSF in Omaha to NOPB. *See* Pfeifer V.S. ¶ 4.

The Complaint alleges OPPD has paid 100% of the challenged charge since January 1, 2021, and UP has full knowledge of those payments. *See* Complaint ¶¶ 9 & 10. The allegations

² A lower charge applies to shipments of 50 or more cars of certain agricultural commodities. *See id.*, Ex. A, p. 25 (explaining the meaning of note “F” in the Circular).

are untrue. When UP switches traffic to the NOPS plant on BNSF's behalf, UP charges BNSF for the service, and BNSF pays the charges to UP, pursuant to procedures established in the Association of American Railroads' Interline Switching Mandatory Rules. *See* Sanford V.S. ¶¶ 7–8. UP has never billed the challenged switch charge to OPPD, and OPPD has never paid the challenged switch charge to UP. Instead, UP bills the charge to BNSF, and BNSF has consistently paid the charge to UP. *See id.* ¶ 7.

II. Argument

The Board must dismiss the Complaint for four reasons, each of which constitutes separate and independent grounds for dismissal. First, the Board lacks authority to regulate UP's voluntary reciprocal switching arrangement with BNSF. Second, OPPD lacks standing to challenge the charge BNSF pays UP. Third, the Board lacks jurisdiction over UP's reciprocal switching service because it is part of the rail service covered by BNSF's contract with OPPD. Fourth, UP lacks market dominance over the transportation to which the charge applies because BNSF can provide competitive service under the terms of the Circular. Each reason is discussed below.

A. The Complaint fails to state a claim for prescription of a reciprocal switching agreement.

OPPD wants to challenge the level of the charge for reciprocal switching established in UP Reciprocal Switching Circular UP 8005 F. OPPD seeks, as relief, prescription of the lawful maximum level of compensation that UP may charge BNSF for switching coal trains to and from NOPS. *See* Complaint at 7. However, the Board lacks authority to require rail carriers to enter into reciprocal switching arrangements, much less to prescribe the conditions and compensation applicable to such an arrangement, unless it determines a rail carrier engaged in anticompetitive conduct within the meaning of its competitive access rules in 49 C.F.R. pt. 1144. OPPD fails to

allege anticompetitive conduct in its Complaint. Accordingly, the Board must dismiss the Complaint.

1. The Board may not regulate reciprocal switching charges absent allegations and proof of anticompetitive conduct.

OPPD's Complaint is fundamentally different from any rate complaint filed at the Board since Congress enacted the ICC Termination Act of 1995 (ICCTA), with the sole exception of a similar complaint that OPPD filed and the Board dismissed in 1997. The difference lies in the fact that OPPD's Complaint does not involve a challenge to a common carrier rate established pursuant to 49 U.S.C. § 11101. In all other rate complaints, the shipper challenged a rate for common carrier transportation service established pursuant to § 11101. OPPD *alleges* it is challenging "a common carrier 'rate'" for "transporting OPPD's unit trains to and from the Gibson Yard Interchange and NOPS." Complaint ¶¶ 17, 18. However, OPPD never asked UP to establish a common carrier rate for such transportation, and UP never established such a common carrier rate. *See Pfeifer V.S.* ¶ 4. Instead, UP switches OPPD trains on BNSF's behalf pursuant to its reciprocal switching circular, which sets forth the charge BNSF must agree to pay UP for switching service when BNSF wants to offer line-haul service to any of the Omaha-area customers named in the Circular.

Reciprocal switching charges are *not* common carrier rates governed by § 11101. Rail carriers are *not* required to provide reciprocal switching service "on reasonable request." 49 U.S.C. § 11101(a). The Board's authority to regulate reciprocal switching is addressed in 49 U.S.C. § 11102. Under § 11102(c), the Board lacks authority to regulate voluntary reciprocal switching arrangements. Section 11102(c) provides that the Board's authority to prescribe the conditions and compensation for reciprocal switching "only applies to a switching arrangement that [the Board has] found is required (either to provide competitive rail service or to otherwise

satisfy the public interest).” *SP/SSW Switching Charges on Carloads of Grain at Kansas City*, Docket No. 40178, slip op. at 6 (ICC served Oct. 24, 1989); *accord CSX Corp. et al.—Control—Conrail Inc. et al.*, FD 33388, slip op. at 3 n.6 (STB served Aug. 24, 1998) (“Our authority to adjudicate the conditions and compensation in reciprocal switching agreements is set forth at 49 U.S.C. 11102(c).”). Moreover, even when the Board is authorized to require rail carriers to enter into reciprocal switching agreements, it may not establish the conditions and compensation for such agreements unless the rail carriers are unable to agree on the conditions and compensation themselves. *See* 49 U.S.C. § 11102(c)(1).³

Under § 11102(c), the Board lacks authority to regulate UP’s reciprocal switching charge for coal moving to NOPS. UP’s decision opening NOPS to reciprocal switching was voluntary. OPPD does not and could not allege the Board previously found such switching was required to provide competitive rail service or otherwise to satisfy the public interest.⁴ OPPD also fails to allege facts sufficient to establish a legal basis for prescribing reciprocal switching under the Board’s competitive access rules. *See* 49 C.F.R. pt. 11144. If OPPD cannot establish a legal basis for prescribing a reciprocal switching arrangement at NOPS, it cannot pursue a claim to reduce the charge established under a voluntary reciprocal switching arrangement. The Board must dismiss the Complaint.

OPPD might argue that the Interstate Commerce Commission historically investigated increases to reciprocal switching charges and allowed shippers to challenge switching charges without addressing whether the switching was voluntary. The *SP/SSW Switching Charges* case

³ By contrast, once the Board decides a common carrier rate is unreasonable, it “may prescribe the maximum rate to be followed.” 49 U.S.C. § 10704.

⁴ The NOPS plant is not a “2-to-1 shipper facility” that was opened to reciprocal switching as a condition imposed in the Union Pacific/Southern Pacific merger or any other merger. *See* Sanford V.S. ¶ 3.

cited above is one example. However, OPPD is not challenging an increased charge. UP's \$295 per car charge has been in place since 2013. *See* Sanford V.S. ¶ 2. Moreover, Congress eliminated the source of the ICC's regulatory authority over voluntary switching arrangements when it enacted the ICCTA. The pre-ICCTA reciprocal switching cases arose under a statutory regime in which carriers were required to file their reciprocal switching arrangements as tariffs, and tariffs were subject to ICC investigation and complaint procedures. *See, e.g.,* Former 49 U.S.C. §§ 10761, 10762 (1994); Former 49 U.S.C. § 6 (1976). But the failure to differentiate between voluntary and compelled reciprocal switching when regulating switching charges stood in tension with the principle that carriers could not be compelled to establish reciprocal switching arrangements "when the necessary effect . . . would be . . . to compel the railroad to turn over traffic to its competitor and thus short haul itself." *Northwest Metal Products, Inc. v. C., M., St. P. & P. R. Co.*, 272 I.C.C. 401, 406 (1948); *see also, e.g., Joseph A. Goddard Realty Co. v. New York, C. & St. L. R. Co.*, 229 I.C.C. 497, 502–03 (1938) ("The complaint seeks in effect through routes over other lines to Muncie and the use of defendant's line only for a switching operation, which would short haul defendant and bring the situation squarely within the limitation upon our power to prescribe through routes.").⁵ Congress's elimination of the pre-ICCTA tariff filing regime resolved the long-standing tension in favor of deregulation of voluntary switching by removing any basis for the Board to assert authority over charges for voluntary switching.

⁵ Some older cases allowing shippers to challenge switch fees also clearly reflected an era in which shippers had an absolute right to compel reciprocal switching in any terminal area. *See, e.g., Interchange Switching at Wichita, Kans.*, 61 I.C.C. 205, 206 (1921) ("[A carrier] is not justified in attempting to restrict traffic to its own lines by making an excessive charge for switching to or from its connections."). As discussed in the text, later cases recognized that carriers should not be required to short-haul themselves through compelled switching. The era of regulated reciprocal switching on demand clearly came to an end with the enactment of what is now 49 U.S.C. § 11102 and the adoption of the competitive access rules, 49 C.F.R. pt. 1144.

2. UP would not be obligated to establish common carrier rates from a BNSF interchange in Omaha to OPPD absent allegations and proof of anticompetitive conduct.

The Board cannot allow OPPD to circumvent the need to allege anticompetitive conduct by treating UP's reciprocal switching charge as the equivalent of a common carrier rate. OPPD could not obtain a UP common carrier rate from a BNSF interchange in Omaha to NOPS without alleging and proving anticompetitive conduct—the same issue that dooms its challenge to UP's reciprocal switching charge.

UP has no existing common carrier rates for service to NOPS, and OPPD never asked UP to establish such rates. *See Pfeifer V.S.* ¶ 4. If OPPD had asked UP to establish common carrier rates for UP single-line service from mines in the Powder River Basin to NOPS, UP would have complied. However, if OPPD had asked UP to establish a common carrier rate from a BNSF interchange to NOPS for coal originating at mines served by UP, UP would have refused, in order to protect its right to transport the coal in single-line service. *See id.* ¶ 10. The ICCTA is designed to allow a carrier to protect its long-hauls. *See* 49 U.S.C. § 10705(a)(2). To obtain a common carrier rate from a BNSF interchange to NOPS, OPPD would have to satisfy the competitive access rules in 49 C.F.R. Part 1144 and the short-haul criteria in 49 U.S.C. § 10705. *See Central Power & Light Co. v. Southern Pacific et al.*, 2 S.T.B. 235, 238, 240–41 (1997), *aff'd sub nom. MidAmerican Energy Co. v. STB*, 169 F.3d 1099 (8th Cir. 1999). In other words, OPPD could not have retained the benefit of the BNSF contract while avoiding the need to allege and prove anticompetitive conduct simply by asking UP to establish a common carrier rate.

OPPD would have faced a similar barrier to retaining the benefit of the BNSF contract with regard to coal originating at mines not served by UP. When the carrier serving an origin point cannot also serve the destination point, the origin and destination carriers “together must provide at least *one* route to complete the shipper's needed multi-carrier service.” *Cent. Power*

& Light, 2 S.T.B. at 243. However, OPPD would not need multi-carrier service to obtain coal from BNSF-served mines: BNSF can serve NOPS by using reciprocal switching under the Circular. Thus, UP would not be required to establish a common carrier rate to create an interline route with BNSF. Once again, OPPD could not have retained the benefit of the BNSF contract while avoiding the need to allege and prove anticompetitive conduct simply by asking UP to establish a common carrier rate.⁶

In sum, the Board's authority to regulate common carrier rates is very different from its authority to regulate reciprocal switching charges. Disregarding the distinctions would severely undermine the statutory framework governing rail carrier rates and routing. OPPD wants all the benefits of UP's voluntary decision to open NOPS to BNSF—fierce head-to-head competition that resulted in rates with an R/VC percentage below {{[REDACTED]}}—but then it wants to challenge the charge UP established as a condition to voluntarily providing those benefits. OPPD cannot have it both ways. By distinguishing between common carrier rates and reciprocal switching charges, and by preventing rate reasonableness challenges to voluntary reciprocal switching charges, the ICCTA prohibits the whipsaw tactics OPPD seeks to deploy, which would only serve to discourage carriers from voluntarily providing reciprocal switching.

B. OPPD lacks standing to challenge UP's charge to BNSF for performing reciprocal switching for BNSF.

The Board must dismiss the Complaint for a second reason: OPPD lacks standing to challenge UP's reciprocal switching charge because OPPD is not obligated to pay the charge to

⁶ Even if UP could be required to establish a common carrier rate from an interchange with BNSF to NOPS, the interchange would not necessarily occur in Omaha. If, for some reason, UP were required to provide a rate from an interchange with BNSF, UP would establish a rate with an interchange in Northport, Nebraska. *See Pfeifer V.S.* ¶ 11. If BNSF resisted a Northport interchange, the Board might establish an interchange in Omaha, but the outcome would be highly uncertain. *See Cent. Power & Light*, 2 S.T.B. at 244.

UP. The Circular does not establish common carrier rates that UP charges OPPD. The Circular establishes a switching relationship between UP and BNSF that is intended to benefit BNSF. UP provides switching for BNSF traffic moving to certain identified BNSF customers in Omaha, in exchange for BNSF's agreement to pay UP's \$295 per car charge when it requests switching. UP switches the traffic as BNSF's agent. *See* Sanford V.S. ¶ 5; *see also* Complaint, Ex. A, p. 2 (defining "reciprocal switching" as an "offering by a rail carrier where the carrier physically serving the Industry agrees to perform switching service . . . on behalf of another carrier"). BNSF benefits directly from the arrangement because it can hold out to customers its ability to serve their facilities in head-to-head competition with UP. *See* Sanford V.S. ¶¶ 4–5. UP has no intent to directly benefit the identified customers—it cannot control how BNSF exercises its discretion to offer single-line rates. *See id.* ¶ 4

Because reciprocal switching is a relationship between UP and BNSF, when UP switches traffic pursuant to the Circular, it bills BNSF for the service, and BNSF pays UP. *See* Sanford V.S. ¶ 7. The switch charge at issue is, and always has been paid by BNSF to UP. *See id.* No part of the charge has been paid to UP by OPPD. *See id.* OPPD claims UP is trying to thwart its challenge by refusing to accept payment of the charge by OPPD. *See* Complaint ¶ 10. However, UP's billing practices follow established industry rules. Specifically, UP's and BNSF's responsibilities for billing and paying the switch charge are governed by the Association of American Railroads' Interline Switching Mandatory Rules (ISMR). *See* Sanford V.S. ¶ 8. Under ISMR 2-A(2), when UP switches BNSF coal trains to NOPS, UP acts as the "[d]estination switch carrier," thus it "bill[s] the destination linehaul carrier"—that is, BNSF. *Id.* (quoting ISMR 2-A(2)).

OPPD alleges it has standing to challenge the switch charge because (i) the charge “is a common carrier ‘rate,’” (ii) the services at issue are “provided by UP to OPPD,” and (iii) the “rate” is “paid in its entirety by OPPD.” Complaint ¶¶ 17–19. However, as shown above, OPPD’s allegations are contrary to fact:

- OPPD is challenging a charge for reciprocal switching, which is subject to regulation under 49 U.S.C. § 11102. The charge is not a rate for common carrier transportation or service that a rail carrier must provide “on reasonable request,” pursuant to 49 U.S.C. § 11101.
- The switch service is provided by UP to BNSF. UP interacts with OPPD only as an agent of BNSF.
- OPPD does not pay the switch charge to UP. BNSF pays UP.

OPPD’s allegation that it reimburses BNSF for the switch charge, *see* Complaint ¶ 10, is irrelevant. If OPPD reimburses BNSF, it is solely the consequence of a contract between OPPD and BNSF—a contract that falls outside the Board’s jurisdiction. *See* 49 U.S.C. § 10709(c). Any agreement by OPPD to reimburse BNSF does not change the basic fact that OPPD does not pay the charge to UP. OPPD cannot create standing for itself by agreeing BNSF may “pass on” the charge to OPPD and thereby inserting itself into the UP-BNSF arrangement.

1. Board precedent precludes OPPD from challenging a charge OPPD does not pay UP.

Even if UP’s switch charge were treated as a common carrier rate, OPPD would not have standing because it is not directly responsible for paying the charge to UP. Settled law provides that a party not directly responsible for paying a carrier for transportation service lacks standing to seek damages in a rate case. Only a party paying the freight bill, or a party otherwise directly responsible for the freight charge (*e.g.*, an agent of the ultimate purchaser of freight), may be awarded reparations for unreasonable rates. Here, BNSF is directly responsible for paying the

switch charge to UP. OPPD only bears the switch charge to the extent the charge has been passed on to OPPD by BNSF pursuant to an arrangement between OPPD and BNSF.

As far back as 1908, the ICC considered and rejected the suggestion that parties to whom unreasonable freight rates had been “passed on” by the payer of freight could seek reparations in order to avoid sorting through speculative claims regarding injury and causation:

The suggestion of these manufacturers or mill men, through their counsel, so far as it applies to claims pending before the Commission, would, if followed, lead the Commission away from the direct results of the act of the carrier in the establishment and exaction of an unjust rate into the domain of indirect and remote consequences

Nicola, Stone & Meyers Co. v. L. & N. R. R. Co., 14 I.C.C. 199, 207–08 (1908). The ICC said reparations could be due only to “those who paid the charges as freight charges, or on whose account the same were paid.” *Id.* at 209; *see also Missouri Portland Cement Co. v. Director General*, 88 I.C.C. 492, 495 (1924). OPPD did not pay the challenged charge to UP, and it would have no liability to UP if BNSF failed to pay UP. Thus, OPPD has no standing to maintain a claim for damages against UP.

OPPD’s alleged contractual agreement to bear the costs of UP’s switch charge does not eliminate concerns about the speculative nature of its injury and causation. OPPD does not allege, and the Board could not determine without engaging in speculation, whether OPPD would have suffered the same alleged damages, or any damages at all, absent its agreement to reimburse BNSF. Would BNSF have incorporated the full switch charge into its rate offer? Would UP’s offer have been superior to BNSF’s such that OPPD would have entered into a contract with UP? Could OPPD have obtained a better outcome by obtaining (and potentially challenging) common carrier rates from UP instead? The Board would be required to address these questions, among others, before it could award any damages to OPPD.

The same logic that precludes OPPD from maintaining a damages claim should also preclude it from maintaining a claim for prospective relief. The Board has previously cited 49 U.S.C. § 11701(b), which says the Board may not dismiss a complaint because of the “absence of direct damages to the complainant,” as supporting the idea that a person may file a complaint seeking prospective relief even though they did not pay freight charges or have charges paid on their accounts. *See, e.g., Publication Requirements for Agricultural Products*, EP 528 (Sub-No. 1), slip op. at 7 (Dec. 29, 2016). However, § 11701(b)’s “absence of direct damages” language must be interpreted in the context of *Southern Pacific Co. v. Darnell-Taenzen Lumber Co.*, 245 U.S. 531 (1918), in which the Supreme Court explained that a carrier cannot avoid liability to a party paying the freight charge by claiming that party had passed along any overpayment to a third party. *See id.* at 533. Properly understood, § 11701(b) simply confirms that the proper claimant in a rate case is the party that paid the challenged rate to the carrier, *regardless* of whether the party passes along the charge to a third party. OPPD did not pay the challenged charge and has no liability to UP for the charge. Even if UP’s switch charge were a common carrier rate, OPPD would not have standing to challenge it.

2. OPPD lacks standing under tests applied in judicial proceedings because any injury is self-inflicted.

OPPD also lacks standing to challenge UP’s switch charge under the rules that govern judicial proceedings. The Board often “look[s] to the courts’ test to determine whether a party has standing to bring an action.” *Publication Requirements*, slip op. at 7 (citing *Riffin—Acquis. & Operating Exemption—In York Cty., Pa.*, FD 34501, *et al.*, slip op. at 5 (STB served Feb. 23, 2005)). “When a complainant files a rate complaint, the Board may consider, for instance, whether the complainant has suffered an injury in fact, whether the injury is fairly traceable to the defendant’s challenged conduct, and whether the injury is one likely to be redressed through

a favorable decision.” *Id.* (citing *Riffin*, slip op. at 5 (citing *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560–61 (1991))). OPPD’s alleged injury is not “fairly traceable” to UP’s challenged conduct. OPPD’s alleged injury was caused by its *own* conduct—its agreement to reimburse BNSF for charges BNSF owes UP pursuant to the Circular. *See* Complaint ¶ 10.

Case law makes clear that self-inflicted harm is insufficient to confer standing. As courts explain, “if the plaintiff caused his own injury, he cannot draw a connection between that injury and the defendant’s challenged conduct.” *Buchholz v. Meyer Njus Tanick, PA*, 946 F.3d 855, 866 (6th Cir. 2020). In other words, a “self-inflicted injury, by definition, is not traceable to anyone but the plaintiff.” *Id.* As an example, the D.C. Circuit held that a rail union lacked standing to challenge the Board’s denial of its petition to revoke an exemption for the acquisition of track because the union’s injury was “self-inflicted.” *Brotherhood of Locomotive Engineers & Trainmen v. STB*, 457 F.3d 24, 28 (D.C. Cir. 2006). As the court explained, the union had negotiated a collective bargaining agreement under which it was entitled to bargain over effects of transactions involving excepted track, but not transactions requiring approval or exemption. *See id.* at 26. The Board’s decision thus affected the union’s ability to bargain “*only because the Union agreed to that limitation in its CBA.*” *Id.* at 28 (emphasis added). The court concluded the union’s “injury was not in any meaningful way ‘caused’ by the Board; rather it was entirely self-inflicted and therefore insufficient to confer standing upon the Union.” *Id.*; *see also, e.g., Taylor v. FDIC*, 132 F.3d 753, 767 (D.C. Cir. 1997) (no standing for plaintiffs who “seek a remedy for injury that is in large part self-inflicted”); *Petro-Chem Processing, Inc. v. EPA*, 866 F.2d 433, 438 (D.C. Cir. 1989) (liability incurred voluntarily “is not an injury that fairly can be traced to the challenged action” (internal citations and quotations omitted)).

OPPD's alleged injury is even more directly self-inflicted than the union's injury in *Brotherhood of Locomotive Engineers*. OPPD's alleged injury does not flow from the effects of UP's recent actions on a past decision by OPPD. OPPD's alleged injury flows directly from its recent contractual agreement to reimburse BNSF for BNSF's payments to UP under the Circular. Here, OPPD improperly tried to "manufacture" standing "by inflicting harm" on itself. *Clapper v. Amnesty International USA*, 568 U.S. 398, 416 (2013); *see also Pennsylvania v. New Jersey*, 426 U.S. 660, 664 (1976) (*per curiam*) (States' unilateral decisions to reimburse their residents for taxes levied by other States was not a basis to attack the legality of those taxes because their injuries were "self-inflicted").⁷ OPPD's voluntary decision to inflict harm on itself by agreeing to reimburse BNSF does not give it standing to challenge UP's Circular.

3. OPPD lacks standing under tests applied in judicial proceedings because it is not an intended direct beneficiary of the Circular.

OPPD also lacks standing under the rules that govern judicial proceedings because it is not an intended direct beneficiary of the Circular. Nonparties to a contract lack standing to assert rights to a contract's benefits unless they can show the agreements were "intended for [their] direct benefit." *German Alliance Ins. Co. v. Home Water Supply Co.*, 226 U.S. 220, 230 (1912); *see also, e.g., Astra USA, Inc. v. Santa Clara County, Cal.*, 563 U.S. 110, 117 (2011) ("A nonparty becomes legally entitled to a benefit promised in a contract . . . only if the contracting parties so intend"); *Oxbow Carbon & Minerals LLC v. Union Pac. R.R.*, 81 F. Supp. 3d 1, 8, (D.D.C. 2015) (dismissing breach of contract action where no claim was made that plaintiffs "were intended third-party beneficiaries to the contract, such that they would possess Article III

⁷ Certain injuries are sufficient to establish standing even though they are purposely incurred. For example, a shipper would have standing to pursue a rate reasonableness case even though it purposely ships under a common carrier rate it intends to challenge. Here, however, UP did nothing to subject OPPD to any obligation to reimburse BNSF for charges that BNSF incurs pursuant to the Circular. *Cf. FEC v. Cruz*, 142 S. Ct. 1638, 1647 (2022).

standing”). Absent a right to a contract’s benefits, nonparties cannot suffer “an invasion of a legally protected interest” necessary to confer standing. *Lujan*, 504 U.S. at 560; *see also, e.g., Bochese v. Town of Ponce Inlet*, 405 F.3d 964, 984 (11th Cir. 2005) (plaintiff lacked standing where he was not a party to or an intended beneficiary of contract because “he has not himself suffered a legally cognizable injury”).

Reciprocal switching service involves an agreement between *carriers*. *See* 49 U.S.C. § 11102(c); *see also* Complaint, Ex. A, p. 2 (defining “reciprocal switching” as an “offering by a rail carrier where the carrier physically serving the Industry agrees to perform switching service . . . on behalf of another carrier”). It is different from common carrier service, which involves a relationship between a carrier and a shipper or a person acting on a shipper’s behalf. *Cf.* 49 C.F.R. § 1300.3 (establishing rules for responding to rate requests by “a shipper or a prospective shipper or a person acting on behalf of a shipper or a prospective shipper”).

UP’s Circular establishes the terms of agreements between UP and other carriers named in the Circular. Specifically, the Circular establishes the terms under which UP is willing to act as an agent for other carriers so they can offer line haul service to shipper facilities named in the Circular. The Circular’s direct, intended beneficiaries are the carriers. *See* Sanford V.S. ¶ 4. UP did not intend to confer a direct benefit on OPPD or any other shipper with a facility named in the Circular. UP has no interest in whether the other carriers actually offer line haul service to the named facilities, and no ability to control the rates or terms offered by the other carriers if they do offer line haul service. *See id.*

OPPD lacks standing because it is not a party to the agreements between UP and BNSF that exist when BNSF accepts UP’s offer of reciprocal switching service. OPPD benefits from the agreements, but only as an indirect consequence of a benefit UP provides BNSF. Allowing

OPPD to challenge UP's switching charge in these circumstances would be no different than allowing a shipper to bring a rate case challenging the landlord carrier's trackage rights fee by contractually agreeing with the tenant to reimburse the fee. OPPD's status as an indirect beneficiary of UP's Circular does not give it standing to challenge the Circular's charges.

C. The Board lacks jurisdiction over transportation provided pursuant to OPPD's contract with BNSF.

The Board must dismiss the Complaint for a third reason: the subject coal traffic is under contract. Under 49 U.S.C. § 10709(c)(1), transportation under a contract between a rail carrier and a purchaser of rail service is not subject to the "Rail" Part of the ICC Termination Act. This provision categorically deprives the Board of jurisdiction to regulate rates for rail transportation provided pursuant to contract. *See Burlington N.R.R. v. STB*, 75 F.3d 685, 687 (D.C. Cir. 1996).

The Complaint admits BNSF's transportation of coal to the NOPS plant occurs under a contract between OPPD and BNSF. OPPD alleges that the BNSF contract is expressly limited to BNSF service between mines in the Powder River Basin and BNSF's Gibson Yard in Omaha. *See Complaint* ¶ 6. OPPD has not produced the BNSF contract in discovery, despite requests by UP.⁸ However, if OPPD were correct, then BNSF could not use UP switching service under the Circular to transport coal to the NOPS plant. The Circular applies only when BNSF holds out to serve a facility identified in the Circular and uses UP as its agent to provide reciprocal switching. *See Sanford V.S.* ¶¶ 4–5, 9 & Ex. 1 p. 2. And, in practice, BNSF has been invoking the Circular to complete its transportation of coal to NOPS by electronically notifying UP when it has traffic that requires reciprocal switching and by paying the switch charge. *See Sanford V.S.* ¶¶ 6–7.

⁸ *See* UP's First Motion to Compel (Sept. 21, 2022).

Thus, BNSF plainly understands that its contract with OPPD obligates it to transport OPPD's coal all the way to the NOPS plant.

Because transportation of coal to the NOPS plant is pursuant to a contract between BNSF and OPPD, the Board lacks jurisdiction to consider the rates and charges OPPD pays to transport coal to NOPS.

If OPPD were to insist the BNSF contract does not obligate BNSF to transport its coal to the NOPS plant, and if OPPD plans to continue shipping coal to NOPS, OPPD must either ask UP to establish common carrier rates, *see* 49 C.F.R. § 1300.3, or negotiate a contract for rail transportation service. If BNSF's contract with OPPD does not provide for BNSF line haul service to the NOPS plant, then unless UP establishes common carrier or contract rates for service to NOPS, it would have no obligation to transport coal to NOPS.

D. Market dominance.

The Board must dismiss the Complaint for a fourth reason: UP lacks market dominance over transportation of coal by rail between BNSF's lines in Omaha and NOPS. "When a rate for transportation . . . is challenged as being unreasonably high, the Board [must] determine whether the rail carrier proposing the rate has market dominance over the transportation to which the rate applies." 49 U.S.C. § 10707(b). The Board cannot regulate rail rates unless it first determines there is "an absence of effective competition" from other rail carriers or modes of transportation. *Id.* § 10707(a). Assuming for the sake of argument that OPPD could somehow challenge UP's reciprocal switching charge as a rate for transportation between BNSF's lines in Omaha and NOPS, UP plainly lacks market dominance because BNSF can—and does—provide service between its lines in Omaha and NOPS using UP as its agent, pursuant to the Circular.

The Board has recently acknowledged that the existence of reciprocal switching "strongly suggests a lack of market dominance." *Market Dominance Streamlined Approach*, EP 756, slip

op. at 18 (STB served Aug. 3, 2020). The Board said the existence of reciprocal switching might not provide an effective competitive option if the carrier physically servicing the shipper acts to undermine the arrangement, or the carrier with rights to use reciprocal switching were unwilling to compete. *See id.* Here, however, reciprocal switching undisputedly created highly effective competition between UP and BNSF to serve the NOPS plant. OPPD does not allege—because it cannot—that UP has undermined BNSF ability to compete, or that BNSF is unwilling to compete. Moreover, OPPD extracted a final rate offer from UP that produced the exceptionally low revenue-to-variable cost percentage of {{[REDACTED]}}. BNSF’s final offer was presumably even lower than UP’s. Under the circumstances, the Board must conclude OPPD has effective competition for the transportation to which the challenged charge applies. Because UP lacks market dominance, the Board must dismiss the Complaint.

III. Conclusion

For the foregoing reasons, the Board must dismiss the Complaint.

Respectfully submitted,

CRAIG V. RICHARDSON
JAMES B. BOLES
TONYA W. CONLEY
WHITNEY C. LARKIN
Union Pacific Railroad Company
1400 Douglas Street
Omaha, Nebraska 68179

/s/ Michael L. Rosenthal
MICHAEL L. ROSENTHAL
Covington & Burling LLP
One CityCenter
850 Tenth Street, NW
Washington, D.C. 20001
(202) 662-6000

Attorneys for Union Pacific Railroad Company

October 11, 2022

CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of October, 2022, I caused a copy of the foregoing document to be served by email on all parties of record in STB Docket No. NOR 42173.

/s/ Michael L. Rosenthal

**VERIFIED STATEMENT
OF
CHRIS SANFORD**

1. My name is Chris Sanford. I am Senior Manager, Commercial and Interline Strategy for Union Pacific Railroad Company (“Union Pacific”). I began my railroad career with Chicago & North Western Railroad, where I worked for 12 years, until that railroad merged with Union Pacific. I have been employed by Union Pacific for 27 years. For the past 25 years, I have worked in Union Pacific’s Interline Marketing Department. As Senior Manager, Commercial and Interline Strategy, my responsibilities include managing various aspects of Union Pacific’s relationship with other Class I carriers.

2. UP’s reciprocal switching circular, UP Reciprocal Switching Circular UP 8005 F (Circular), attached to this statement as Exhibit 1, addresses UP’s switching for BNSF Railway Company (BNSF) of BNSF coal traffic destined to the North Omaha Power Station (NOPS) of Omaha Public Power District (OPPD). Page 12 of the Circular shows UP has opened NOPS to reciprocal switching. The NOPS plant’s street address is 7475 John J. Pershing Drive. Page 21 of the Circular shows the switch charge that applies when UP performs switching for BNSF in Omaha—\$295 per loaded car, except for loaded cars of grain in shipments of 50 or more cars. The \$295 per car charge, which applies to coal moving to NOPS, has been in effect since 2013.

3. UP’s decision to open the NOPS plant to reciprocal switching was voluntary. The NOPS plant is not a “2-to-1 shipper facility” that was opened to reciprocal switching as a condition imposed in the Union Pacific/Southern Pacific merger, or any other merger.

4. The Circular is an offering to other rail carriers to perform switching service to or from certain specifically named facilities, so the other carriers can hold out to provide line haul

service to those facilities, as explained on Page 2 of the Circular. The line haul carriers are the intended beneficiaries of the service, not customers named in the Circular. UP cannot control how the line haul carriers exercise their discretion in offering rates to customers.

5. The Circular's charges are not local line haul rates that can be used for traffic that both originates and terminates in the cities listed in the Circular. Rather, the charges are assessed to and paid by the line haul carrier for switching service provided to them by UP. Thus, when BNSF's coal movement to NOPS is handled in reciprocal switching service, UP is not a line haul carrier providing service to OPPD. Rather, UP switches the traffic as the agent of BNSF. BNSF holds out to OPPD as a rail carrier serving the destination facility. As a result, OPPD can obtain head-to-head competition at NOPS between UP and BNSF.

6. When BNSF has line haul traffic destined to NOPS and wants to accept UP's offering in the Circular, BNSF notifies UP by electronically transmitting a waybill that shows UP in the movement route and assigns UP the "carrier role" of "d" to indicate it is the terminating switch carrier, as specified in Railinc's Electronic Data Interchange guidelines.

7. When UP switches traffic to NOPS on BNSF's behalf, UP charges BNSF, not OPPD. UP receives payment from BNSF, not OPPD. BNSF has consistently paid the switch charge to UP. UP has never billed the switch charge to OPPD, and OPPD has never paid the switch charge to UP.

8. Rail industry rules recognize the carrier-to-carrier nature of reciprocal switching arrangements. Billing and payment for reciprocal switching are governed by the Association of American Railroads' Interline Switching Mandatory Rules (ISMR). When UP switches BNSF traffic to NOPS, it acts as the "[d]estination switch carrier," so it "bill[s] the destination linehaul carrier"—that is, BNSF." ISMR 2-A(2). I have attached the relevant ISMR rule as Exhibit 2.

9. The Circular's charges apply only in conjunction with line haul service provided by another carrier to a shipper facility listed in the Circular. When BNSF accepts the offering in the Circular with respect to NOPS, it represents it is moving the traffic in line haul service to NOPS. In other words, if BNSF is not holding out to provide line haul service to the NOPS plant, UP is not obligated to switch coal to the plant by the Circular.

VERIFICATION

I, Chris Sanford, declare under penalty of perjury that the foregoing is true and correct.

Further, I certify that I am qualified and authorized to file this Verified Statement.

Executed on October 11, 2022.

/s/ Chris Sanford



UP Reciprocal Switching Circular

UP 8005 F

New Version Issued: June 1, 2022

Effective Date: July 1, 2022

Updates have been made on pages – 2, 4, 6, 8, 10, 11, 13-23

Reciprocal Switching, Stop 1340

Union Pacific Railroad

1400 Douglas St

Omaha, NE 68179-1340

Notifications for updates can be managed at: <https://c02.my.uprr.com/mai/secure/index.html#/manageNotifications/edit>

Please register at: <http://c02.my.uprr.com/crr/register/index.html#/?source>

GENERAL RULES AND REGULATIONS

STATIONS LISTS AND CONDITIONS

This Circular is governed by OPSL 6000-series as follows. OPSL 6000-series lists stations which are rail served geographic points at which an Industry may be located and at which a train may stop for traffic. When a station is abandoned as of a date specified in OPSL 6000-series, the switch charges for such station, as published in this Circular, are inapplicable on and after that date.

DEFINITION OF TERMS USED IN CONNECTION WITH CHARGES NAMED HEREIN

INDUSTRIAL TRACKS

Tracks serving a particular Industry, whether located upon the property of UP or upon property owned or leased by the Industry.

INDUSTRY

A customer, shipper, receiver, transload operator or other entity that operates a facility specifically named in this Circular at which UP physically provides rail service for another rail carrier pursuant **to the offering in this Circular.**

INTERCHANGE TRACKS

Interchange tracks are tracks on which cars are interchanged between UP and connecting carriers.

LINE-HAUL

Movement between stations that are not located within the switching limits of the same station.

RECIPROCAL SWITCHING

An offering by a rail carrier where the carrier physically serving the Industry agrees to perform switching service for loading or unloading on behalf of another carrier on shipments having an immediately preceding or following line-haul movement via the other carrier. UP will provide reciprocal switching only to or from UP Industries specifically named in this Circular.

TEAM TRACK

A track or tracks assigned by UP for use of the general public. All team tracks are closed to reciprocal switching.

CHANGES IN OR ADDITION OF INDUSTRIES AT STATIONS ON UP

UP will only switch line haul traffic to or from Industries specifically named herein. New Industries which locate on UP will not be subject to reciprocal switching unless and until voluntarily agreed to and by UP and specifically named herein.

CAR DEMURRAGE RULES AND REGULATIONS

Except where otherwise provided, all cars handled under the provisions of this tariff will be subject to demurrage and storage rules and charges as provided in UP Rules Tariff 6004-series.

RECIPROCAL SWITCHING SERVICE WHERE NO CHARGES ARE PROVIDED HEREIN OR WHERE SWITCHING IS PHYSICALLY PERFORMED BY OTHER CARRIERS

- a) Where no reciprocal switching charge is provided in this Circular, switching service will not be performed.
- b) Except where noted by a dagger (†) where reciprocal switching is physically performed by a carrier other than UP at terminals for customers named in this Circular, reciprocal switching charges of those other carriers for customers named in this Circular, reciprocal switching charges of those other carriers govern.

NON-ABSORPTION OF INTERMEDIATE CARRIER'S SWITCH CHARGE

Except as otherwise provided, when UP reciprocal switching charge is absorbed in whole or in part by a connecting line-haul carrier, and interchange between UP and the line-haul carrier is effected by an intermediate carrier, applicable published charges assessed against UP by the intermediate carrier for the switch movement of a loaded freight car from or to the connecting line-haul carrier or for the return of an empty car to the line-haul carrier will be added to and become part of the UP reciprocal switching charge.

RECIPROCAL SWITCH CHARGES PUBLISHED IN THIS CIRCULAR WILL NOT APPLY ON THE FOLLOWING:

1. Traffic from or to Industries covered by contracts with UP to the extent the applicable contract is inconsistent with this Circular.
2. TOFC/COFC traffic.
3. Two-to-one locations in the UP/SP Merger which are covered by separate agreement.
4. Railway equipment, empty, moving on own wheels, including:
 - Railcars (STCC 37-422) not in revenue service
 - Locomotives or Tenders (STCC 37-411)
 - Maintenance or Repair railcars (STCC 37-424)
 - Passenger Train railcars (STCC 37-421)
 - Street railcars or self-propelled railroad railcars (STCC 37-423)

MILEAGE ALLOWANCE PAYMENT ON PRIVATE EQUIPMENT

All private cars switched by UP under the provisions of this Circular will not be subject to allowance applicable under UP's tariff UP-6007, as amended, supplemented, and/or reissued. Mileage allowance payment on private equipment will not apply for miles on UP.

RECIPROCAL SWITCHING CAPACITY

UP will not accept more cars in reciprocal switch service than can reasonably be accommodated by the carrier's Interchange Tracks and/or by the Industry's Industrial Tracks. Switching capacity may be specifically noted within this Circular for some Industries for informational purposes based on typical equipment length. Lack of such specific notations does not imply unlimited capacity. Various operational factors may further limit the number of cars that can be effectively interchanged, spotted, or pulled at Industries specifically named in this Circular.

<u>CITY, STATE</u>	<u>COMPANY NAME</u>	<u>ADDRESS</u>
ABILENE, KS	ADM Milling Co	210 NE Third St
	PQ Corp	4000 Pardue Rd (Camp Beauregard)
	Procter & Gamble Co	3701 Monroe Hwy (Camp Beauregard)
	Texas Industries Inc	1300 Ashley Ave
ATCHISON, KS	Bartlett Grain Company LP	320 Riverfront Dr
	Bradken	400 S 4 th St
	Bunge Milling Inc	16755 274 th Rd
	Cargill Inc	15662 258 th Rd
	MGP Ingredients Inc	1300 Main St
	Progress Rail Services Corporation ¹	2604 Industrial Rd
BATON ROUGE, LA	Ardent Mills LLC	1843 Hwy 1 S (Port Allen)
	BWC Terminals LLC	1650 Ernest D Wilson Dr (Port Allen)
	Center Point Terminals	995 Ernest Wilson Rd (Port Allen)
	Greater Baton Rouge Port Commission	2425 Ernest Wilson Dr (Port Allen)
	Scarlett Ramsay Company Inc	525 Elevator Rd (Port Allen)
BEAUMONT, TX	90th US Army RS Command	1350 Leonard St
	Beaumont Iron & Metal Corp	3190 Hollywood St
	Commercial Metals Co	5250 College St
	Louis Dreyfus Company - Beaumont Export Elevator LLC	1745 Buford St
	Cargill Sweeteners North Ame	1710 16th St SE
CEDAR RAPIDS, IA	Diamond V Mills Inc	436 G Ave NW
	General Mills Inc	4800 Edgewood Rd SW (Beverly)
	O'Connell Family LLC	5023 Broadview Dr SE
	The Quaker Oats Co	4182 nd St NE
	Worley Warehousing Inc	423 Southgate Ct., SW
CHEYENNE, WY	Capital Lumber Co	1222 Dunn
	Hollyfrontier Refining & Marketing LLC	2700 E 5 th St
CHICAGO HEIGHTS, IL	Bulkmatic Transport Co	2351 State St
	Calumet Acquisition Co	317 E 11 th St
	Chicago Heights Processing LLC	2710 State St
	Chicago Heights Steel	211 E Main St
	Esmark Steel Group Midwest LLC	300 E Joe Orr Rd
	Ford Motor Parts	1000 E Lincoln Hwy
	Gerresheimer Glass Inc	1131 Arnold St
	Greenbrier Rail Services	1545 State St
	Happs	901 State St
	Illiana Industrial Center	1200 State St
	Innophos Inc	1101 Arnold St
	Nufarm Americas Inc	220 E 17 th St
	Solvay USA Inc	1020 State St
	Sugar Steel Corp	2521 State St Ste 1
	TH Cropping	901 State St
	Voestalpine Nortrak Inc	2705 S State St
	Watco Transloading LLC	162 E 26 th St

<u>CITY, STATE</u>	<u>COMPANY NAME</u>	<u>ADDRESS</u>
CHICAGO, IL	Aetna Plywood Inc	1401 St Charles Rd (Maywood)
	Blommer Chocolate Co	600 W Kinzie St
	CFC Inc ²	400 N Pulaski Rd
	Chicago Suburban Lumber Sale ²	7459 Franklin St Ste 2 (Oak Park)
	Diversified Entities LLC ²	5000 Proviso Dr Unit 2 (Proviso)
	Grand Warehouse & Distribution Corp ²	4350 W Ohio St
	Industrial Storage Warehouse LLC	4343 W Ohio St
	Innophos Inc	612 E 138 th St
	International Paper	401 NW Ave (Proviso)
	International Paper Co ²	100 E Oakton (Norma)
	L Neill Cartage Company Inc ²	5400 Proviso Dr (Proviso)
	Loop Paper Recycling ²	301 W Lake St (Proviso)
	Midwest Warehouse & Distribution Systems Inc	505 Northwest Ave (Proviso)
	Fervalue USA	3401 Mt Prospect Rd (Proviso)
	Norkol Converting Corp ²	11650 W Grand Ave (Proviso)
	Scholle Packaging Inc ²	200 W N Ave (Proviso)
CLINTON, IA	Clysar LLC	Hwy 67 S
	Equistar Chemicals	3400 Anamosa Rd
	Ipsco Tubulars Inc	2011 7 th Ave (Camanche)
	Nestle Purina Petcare Co	2200 Manufacturing Dr
	Thompson Sitz Construction Inc	3270 Astrozon Blvd (Kelker)
COLORADO SPRINGS, CO	Ardent Mills LLC (S)	2020 Steel Rd
COLTON, CA	Ecology Auto Parts Inc (S)	785 E M St
CORPUS CHRISTI, TX	Citgo Petroleum Corp	1308 Oak Park Ave
	Elementis Chromium Inc	3800 Buddy Lawrence Dr
	Interstate Grain Corp	5700 Up River Rd
	Valero Refining Company Texas	5900 Up River Rd
	Alter Co	2603 9th Ave
COUNCIL BLUFFS, IA	Bartlett Grain UP	1030 Avenue L
	Barton Solvents Inc	2135 Ninth Ave
	Cresline Plastic Pipe Company Inc	2100 S 35 th St
	Future Foam Inc	400 North 10th
	Griffin Pipe Products Co LLC	2601 9 th Ave
	Heartland Co-op	2401 S 37 th St
	Warren Performance Packaging	2850 River Rd
	Skyland Grain LLC(S)	919 Liberal St
	Building Materials Investment Corp	2600 Singleton Blvd (Browder)
	Darling Ingredients Inc	1240 Sargent Rd (Sargent)
DALHART, TX	Harcros Chemicals Inc	2627 Weir St (Eagle Ford)
	Kloeckner Metals Corp	4606 Singleton Blvd (Eagle Ford)
	Metro Lumber Wholesale Company Inc	3717 Miller Park Dr (Garland)
	Occidental Chemical Corp	1100 Lenway St
	Oldham Lumber Company Inc ³	8738 Forney Rd (Mesquite)

<u>CITY, STATE</u>	<u>COMPANY NAME</u>	<u>ADDRESS</u>
DENVER, CO	Alpine Lumber Co (S)	5800 N Pecos (North Yard)
	Ardent Mills LLC	3750 Wynkoop St
	Ardent Mills LLC	4545 E 64th Ave (Commerce City)
	Builders Firstsource Inc (S)	1349 W 52 nd Ave (North Yard)
	Brick Inc	4425 Race St
	Commerce City Grain LLC (S)	1451 Cargill Dr
	Commerce City Grain LLC	4600 E 64 th Ave (Commerce City)
	Dawn Food Products Inc (S)	4500 Lipan St
	Denver Lumber Co (S)	1490 S Cherokee St
	Eaton Metal Products Co	4800 York St
	Metro Wastewater Reclamation District (S)	6450 York St
	Mountain Cement Co	1630 35 th St
	Nestle Purina Petcare Co	4555 York St
	Packaging Corporation Of America	4221 N Monaco St
	Pepsi Cola Bottling Company Inc	3801 Brighton Blvd
	Pillow Kingdom Inc	3950 Kearney St
	Purina Animal Nutrition LLC	6151 Brighton Blvd (Commerce City)
	Rio Grande Co (S)	140 N Santa Fe
	Rocky Mountain Recycling	6510 Brighton Blvd (Commerce City)
	Safeway Inc	4301 Forest St
	Suncor Energy (USA) Inc	5601 Brighton Blvd (Commerce City)
	Tamko Building Products Inc	5300 E 43 rd Ave
	The Denver Post LLC	5990 N Washington St
	Univar USA Inc	4300 Holly St
	US Mix Products Co (S)	112 S Santa Fe Dr
	Zimmerman Metals Inc (S)	201 E 58 th Ave
DES MOINES, IA	ADM Soybean Processing ⁴	1935 E Euclid Ave (Hull Ave Yard)
	Alter Metal Recycling ⁴	1801 E Euclid Ave
	Archer Daniels Midland Co ⁴	1940 Hull Ave
	Bridgestone Firestone Inc ⁴	4600 NW 2 nd St
	Bluelinx ⁴	1660 E Aurora Ave
	Feed Energy Co ⁴	3121 Dean Ave
	General Mills Inc ⁴	6101 SE 52 nd St (Avon)
	Heartland Coop ⁴	5550 E Army Post Rd (Avon)
	Leachman Lumber Co ⁴	1921 Hubbell Ave
	Economy Cash & Carry Inc	1000 E Overland St
EL PASO, TX	John A Longe Company Inc (S)	3230 Duranzo
	Sol Building Materials (S)	7400 Stiles, Bldg 9-B
	Stagecoach Cartage Welch (S)	5850 Welch St (Alfalfa, TX)
	Transmaritime Central Inc	7440 Stiles Rd
	Westrock CP LLC (S)	7350 Stiles Dr
	Freeport-Mcmoran Corp	850 Hawkins Blvd (Alfalfa, TX)
	W Silver Recycling Rail	1535 E San Antonio
	Western Refining ⁵	6501 Trowbridge Dr (Alfalfa, TX)
	Dolese Brothers Co	805 Southgate Rd
	Oxbow Calcining International LLC	11826 N 30 th St
ENID, OK		

<u>CITY, STATE</u>	<u>COMPANY NAME</u>	<u>ADDRESS</u>
EUGENE, OR	Emerald Forest Products Inc (S)	118 Hwy 99 N
	Eugene Freezing & Storage Co (S)	310 S Seneca Rd
	Flakeboard America Ltd (S)	50 N Danebo Ave
	Grain Millers Inc (S)	315 Madison
	JH Baxter & Co (S)	85 Baxter Rd
	Pennington Crossarm Co (S)	2701 W 1 st Ave
	Weatherly's Inc (S)	3553 W 1 st Ave
	West Wind Forest Products Inc (S)	3445 West 1 st Avenue
	Weyerhaeuser NR Co (S)	195 N Bertelsen Rd (Danebo)
	Willamette Valley Co (S)	586 Mc Kinley St
FREMONT, NE	ADM Processing	130 N Broad St
	ADM West Hwy 30	4410 W Military Ave
	Fremont Department of Utilities	3000 E 1 st St
	Gavilon Grain LLC	1700 E Front St
	Purina Animal Nutrition LLC	330 E Cloverly Rd
	Scoular Co	925 E Factory St
	Structural Component Systems Inc	1255 Front St
	ADM PVO (S)	3390 S Chestnut Ave (Calwa)
FRESNO, CA	Nutrien Ag Solutions (S)	3173 S Chestnut Ave (Calwa)
	Stratas Foods LLC (S)	3390 S Chestnut Ave (Calwa)
	Weyerhaeuser Nr Co (S)	3267 S Willow Ave
	L&W Supply Corp	1401 Academy Ct
FT COLLINS, CO	Sutherland Lumber	1901 E Prospect Ave
	Valley Steel & Wire Company Inc	200 Hickory St
	OB Macaroni Co	108 S Fwy 35 W
FT WORTH, TX	Star Telegram Operating Ltd	685 John B Sias Memorial Pkwy
	Sweeney Hardwoods	3700 Noble Ave
	Amber Terminal Inc	2500 Premier (Hodge)
	Commercial Metals Co	71 st St & Broadway
GALVESTON, TX	Gulf Sulphur Services Limited LLP (S)	4500 Old Pt Industrial Rd
	M-I LLC	4814 Port Industrial
	Texas International Terminals (S)	4800 Old Port Industrial Blvd
	Builders Warehouse Lumber Yard	3522 W 2 nd St
GRAND ISLAND, NE	CNH Industrial America LLC	3445 W Stolley Park Rd
	Gavilon Grain LLC	354 N Cleburn St
	Trinidad Benham Corp	615 5 th St
GREELEY, CO	Gavilon Fertilizer LLC	4935 E J St (Jeffers)
	Gavilon Grain LLC	4935 E J St (Jeffers)
HASTINGS, NE		
HOPE, AR	Tyson Foods Inc	100 Beech St

<u>CITY, STATE</u>	<u>COMPANY NAME</u>	<u>ADDRESS</u>
HOUSTON, TX	American Plant Food Corp (S)	903 Mayo Shell Rd (Galena Park)
	Anheuser-Busch Company Inc	775 Gellhorn Dr
	Ardent Mills LLC (S) ⁶	1100 S Main (Galena Park)
	C&W Packaging LP (S)	4343 Eastpark Dr
	Chemtrusion Inc (S)	7115 Clinton Dr
	Constar Plastics Inc	8705 City Park Loop Bldg 8
	Cook Composites & Polymers Co (S)	2434 Holmes Rd (Spence)
	Curtis Steel Company LLC (S)	6504 Hurst St
	Custom Pipe Coating Inc (S)	7177 Cavalcade St
	Delta Steel Inc (S)	7355 Round House Ln (Englewood)
	Derichebourg Recycling USA (S)	7501 Wallisville Rd (Englewood)
	El Du Pont De Nemours & Co (S)⁷	12501 Strang Rd (Strang)
	Equistar Chemicals LP (S) ⁷	1515 Miller Cut Off Rd (Strang)
	Exel Inc (S)	8833 Citypark Loop (Englewood)
	Friedman Industries Inc (S)	4001 Homestead
	Galena Park Terminals (S)	1606 Clinton Dr (Galena Park)
	General Electric Co	8800 Wallisville Rd
	Graham Packaging Company LP (S)	3833 W 11 th St
	Grocers Supply Company Inc	3110 Corder St
	Holcim (US) Inc (S)	9600 Clinton Dr (Galena Park)
	JL Proler Iron & Steel Co (S)	4401 Clinton Drive
	Kinder Morgan Liquids Terminals LLC (S)	906 Clinton Dr (Galena Park)
	Kinder Morgan Galena Park West LLC (S)	1500 Clinton Dr (Galena Park)
	Kloeckner Metals Corp (S)	7400 Mesa Dr
	Kuraray America Inc (S) ⁷	12501 Strang Rd (Strang)
	Lansing Trade Group (S) ⁶	1500 S Main St (Galena Park)
	Lyondellbasell Acetyls LLC (S) ⁷	1514 Miller Cutoff Rd (Strang)
	Montalbano Lumber Company Inc (S)	1309 Houston Ave
	Owens Corning Sales	8360 Market St
	Plateplus (S)	8807 Liberty Rd
	PVS Chemical Solutions Inc	1777 Haden Rd
	Reichhold LLC 2	1503 Haden Rd
	Robinson Iron & Metal Co (S)	2735 Brooks St
	Schill Steel Services (S)	3001 W 11 th St
	Shell Oil Products US (S)	780 Clinton Dr (Galena Park)
	South Coast Terminal Plant 5 (S)	7401 Wallisville Rd (Englewood)
	Tex-Tube Co (S)	1503 N Post Oak Rd
	Texas Blending Warehousing (S)	2505 Collingsworth St
	Texas Lehigh Cement Co	565 T C Jester Blvd
	Texas Steel Conversion (S)	3101 Holmes Rd
	The Chemours Company FC LLC (S)⁷	12501 Strang Rd (Strang)
	The Goodyear Tire & Rubber Co (S)	2000 Goodyear Dr
	TMC Engineering Service Inc	2335 Wadsworth St
	TPC Group Inc (S)	8600 Park Place Blvd (Sinco)
	United DC dba Plangistics	8947 Market St (Market St Yard)
	United States Gypsum Co (S)	1201 Mayo Shell Rd (Galena Park)
	Veolia North America Regeneration Services LLC(S) ⁷	12501 Strang Rd (Strang)
	Walton Barge Terminal	13040 Market St
	WR Grace & Co	4750 Blaffer St
	Wyatt Field Service Co	2060 N Loop W Suite 110

<u>CITY, STATE</u>	<u>COMPANY NAME</u>	<u>ADDRESS</u>
HOUSTON, TX (Former HBT)	Allchem Services Inc (H) ^s	9011 East Alameda Road
	American Thermoplastics (H) ^s	1240 Gazin St
	Asia Chemical Corp (H) ^s	1417 Kress St (Basin Yard)
	Blen Tech (H) ^s	1305 Rye St (Market St Yard)
	Bluelinx (H) ^s	650 Gellhorn Dr
	Bluelinx (H) ^s	10000 N Loop E
	Cemex 6203 (H) ^s	6203 Industrial Way
	Commercial Metals Quitman (H) ^s	2015 Quitman St
	Consolidated Bonded Warehouse Company of Texas (H) ^s	2510 Magnet St
	Darling Ingredients Inc (H) ^s	1712 75 th St
	Delta Paper Stock Corp (H) ^s	6969 Clinton Dr (Basin Yard)
	Derichebourg Recycling USA Inc (H) ^s	1 Wharf St (Booth Yard)
	Dixie Pipe Sales Inc (H) ^s	2407 Brollier St
	Empire Stevedoring Houston Inc (H) ^s	7600 Ave P (Booth Yard)
	Grocers Supply Company Inc (H) ^s	3131 E Holcombe Blvd
	Houston Chronicle (H) ^s	5959 Harvey Wilson Dr (Basin Yard)
	Tenaris (H) ^s	302 McCarty Dr
	Kik International Inc (H) ^s	2921 Corder St
	Kroger Co (H) ^s	701 Gellhorn Dr
	Metal Prep(H) ^s	501 N Greenwood St
	Overland Distribution Inc (H) ^s	651 Gellhorn Dr
	Packwell Portwall (H) ^s	350 Portwall
	Palmer Lathrop (H) ^s	1200 Lathrop St (Basin Yard)
	Quality Electric Steel Casting (H) ^s	252 Mc Carty St
	Service Steel Warehouse Company LP (H) ^s	7204 Navigation Blvd (Booth Yard)
	Smart Warehousing LLC (H) ^s	8790 Wallisville Rd
	Stratas Foods LLC (H) ^s	1302 Harris St (Basin Yard)
	Sundown Metal Inc (H) ^s	2211 Harbor Drive (Basin Yard)
	Superior Packaging & Distribution Inc (H) ^s	7707 Wallisville Rd
	Texas Industries Inc (H) ^s	2415 Cavalcade St
	Thompson Cargo Specialists Inc (H) ^s	6909 Kirkpatrick Blvd
	US Zinc Corp (H) ^s	6020 Esperson St
	US Zinc Corp (H) ^s	6020 Navigation Blvd
	Worldwide Logistics Inc (H) ^s	550 Aleen St
HUTCHINSON, KS	ADM Grain Co (S)	1700 N Halstead St
	Cargill Aghorizons (S)	1427 E 2 nd Ave
	Cargill Salt	609 E Ave G
	Morton Salt Inc (S)	1000 Morton Dr
	ADM Grain Inc (S)	816 N Halstead St
IOWA FALLS, IA JANESVILLE, WI	Cargill Inc ⁹	602 Industrial Park Rd
	Abitec Corp	1530 S Jackson St
	Evonik Corp	900 S Palm St
	Seneca Foods Corp	418 E Conde St

<u>CITY, STATE</u>	<u>COMPANY NAME</u>	<u>ADDRESS</u>
KANSAS CITY, MO-KS	ADM Grain ¹⁰	10520 Wolcott Dr (Wolcott, KS)
	Griffin Wheel	7111 Griffin Rd (Muncie, KS)
	Ash Grove Cement Co	640 SW Blvd
	Bartlett & Co	1310 Fairfax Trafficway (Fairfax, KS)
	Bartlett Grain Company LP	940 Kindelberger Rd (Fairfax, KS)
	Bennett-Rogers Pipe Coating	900 Kindelberger Rd (Fairfax, KS)
	Board Public Utilities	3601 N 12 th
	Brown-Strauss Steel	802 Kindelberger Rd (Fairfax, KS)
	Burd & Fletcher Co	5151 E Geospace Dr (Independence, MO)
	Cargill Animal Nutrition	21 State Line St
	Cargill Oil Seed Processing	2306 Rochester Ave
	Certainteed Corporation	103 Funston Rd (Fairfax, KS)
	Exxonmobil Oil Corp	966 Sunshine Rd (Fairfax, KS)
	General Electric Company Inc	1146 Cambridge Cir Dr
	General Mills Inc	2917 Guinotte Ave
	General Motors Corp ¹¹	3201 Fairfax Traffic (Fairfax, KS)
	Groendyke Transport Inc	299 E Donovan Rd
	Hansen Mueller Co	340 SW Blvd (Glen Park, KS)
	Harlan Corp	27 Stanley Rd
	Industrial Lumber	655 Stanley Rd
	Ingredion Inc	1001 Bedford Rd
	International Food Products Corp	6721 Griffin Rd (Muncie, KS)
	International Paper Co	530 Sunshine Rd (Fairfax, KS)
	Kellogg Snacks	801 Sunshine Rd (Fairfax, KS)
	Manna Pro Corp	3158 N 7 th Street Trafficway
	Mid-South Milling Company Inc	213 Central Ave
	MWT Bulk Services LLC	1851 Woodswether Rd
	Owens Corning Sales LLC	300 Sunshine Rd
	Paseo Cargill Energy LLC	2111 Nicholson Ave
	Pavlich Inc	250 S 5 th St
	Phillips 66 Pipeline LLC	2029 Fairfax Traffic Way
	Phoenix Metals	201 E Donovan Rd (Fairfax, KS)
	Purina Animal Nutrition	725 N Olive St
	Smart Warehousing LLC	16500 E Truman Rd (Cham Pagne, MO)
	Space Center Kansas City Inc	1500 W Geospace Dr
	Univar USA Inc	2000 Guinotte Ave
	Wagner Industries Inc	1731 St Louis Ave
	Westrock CP LLC	510 Division St (Glen Park, KS)
KENNEWICK, WA	A Cooperative Welch Foods Inc	10 E Bruneau Ave
	Ash Grove Cement Co	416 N Ivy St
	Ferrellgas Inc	309 N Fruitland St
	Twin City Foods Inc	1000 East First Street
LODI, CA	Twin City Metals Inc	455 E Bruneau Ave
	General Mills Inc (S)	2000 W Turner Rd & Mill Ave
	Pacific Coast Producers (S)	741 S Stockton St

<u>CITY, STATE</u>	<u>COMPANY NAME</u>	<u>ADDRESS</u>
LOS ANGELES, CA	ADM Milling Co	1543 Calada St
	Archer Daniels Midland Company	3691 Noakes St
	Baker Commodities Inc	4020 Bandini Blvd
	Berg Lacquer	3150 E Pico Blvd
	Cargill Inc	2750 Jewel Ave (Vernon)
	City Fibers Santa Fe (S)	2500 S Santa Fe Ave
	Coast Packing Co	3275 East Vernon Avenue (Vernon)
	Dart Warehouse Corp	4130 E Noakes St (Commerce)
	D&S Ingredient Transfer Co (S)	5112 Alhambra Ave
	Dorsett & Jackson Inc	3800 Noakes St
	Elite Comfort Solutions LLC	4542 E Dunham St (Commerce)
	Grain Craft Inc (S)	1861 E 55 th St (Nadeau)
	Hybco USA	363 S Mission Rd
	Los Angeles Times Communications LLC	202 W 1 st St
	Mercury Plastics	2939 E Washington Blvd
	Miller Milling Company	5471 Ferguson Dr (Commerce)
	Mission Foods	5505 E Olympic Blvd (Commerce)
	Nalco	2111 Dominguez St
	Scott Sales Co	3451 Randolph St (Huntington Park)
	Sweetener Products Inc (S)	2050 E 38 th St
	United States Gypsum Co	4500 Ardine St (South Gate)
	Ventura Foods LLC	633 S Mission Rd
MASON CITY, IA	AGP Processing Inc	1605 19th St SW
	Lehigh Cement Co	700 25 th St NW
	Holcim (US) Inc	1840 N Federal Ave
	United Sugars Corp	15499 300 th St R4 Hwy 65
MCPHERSON, KS	Chemstar Products Co	503 W Grant St
	AMDC Warehouse	237 W Olive Ave
	Canale Beverages D	45 E H Crump Blvd W
MILWAUKEE, WI	Richardson Oilseed Products US Limited Inc	1351 Williams Ave
	A1 Recycling	2101 W Morgan Ave
	Alpine Plywood Corp	12210 W Silver Spring Rd
	ATI Ladish LLC	5481 S Packard Ave (Cudahy)
	COFCO International Grains US LLC	960 E Bay St
	Elementis Chromium Inc	546 S Water St
	Federal Marine Terminals Inc	1200 S Lincoln Memorial Dr
	H&R Scrap Metals & Iron Company Inc	9000 W Fond Du Lac Ave (Fonda)
	Hansen Storage Co	2880 N 112 th St
	Miller Compressing Co	900 S Water St
	Milwaukee Metro Sewerage Distribution	260 W Seeboth St
	National Warehouse Corp	531 S Water St
	O'Byrne Distribution Centers Inc	5855 N 94 th St
	Timber Creek Resource LLC	5059 N 119 th St (Butler)
	JS West and Company (S)	709 9 th St
	Snowden Enterprises Inc	514 Hosmer Avenue
MODESTO, CA	Gulf South Warehouse	2930 Commerce St
MONROE, LA	Monroe Warehouse Jackson	2019 Jackson St
MT VERNON, IL	Continental Tire The Americas LLC	11525 N Illinois Hwy 142
	Mt Vernon Elevator Company Inc	11675 N Illinois Hwy 37

<u>CITY, STATE</u>	<u>COMPANY NAME</u>	<u>ADDRESS</u>
MUSKOGEE, OK	Griffin Food Company Inc	111 S Cherokee St
	Munding Milling Co	429 S G St
	Yaffe Iron & Metal Company Inc	1200 S G St
NEW ORLEANS, LA	ADM Grain Co ¹²	11075 River Rd (Ama)
	Cargill Aghorizons ¹²	933 River Rd (Westwego)
	Cornerstone Chemical Co ¹²	10800 River Rd
	Evonik Cyro LLC ¹²	10800 River Rd
	International Matex Tank Terminals ¹²	5450 River Rd (Avondale)
	Jefferson Parish School Board ¹²	501 Manhattan Blvd (Harvey)
OAKLAND, CA	Dreisbach Enterprises Inc (S)	2530 E 11 th St
	Miller Milling Company (S)	2201 E 7 th St
	Pacific Coast Container (S)	2099 7 th St
	Pacific Transload Systems	737 Bay St
	R&A Trucking Co	1050 77 th Ave
	Schnitzer Steel Industries Inc	1101 Embarcadero W
OKLAHOMA CITY, OK	Transmeridian Warehouses Inc (S)	101 10 th Ave
	Bluelinx ¹³	450 N McArthur Blvd
	Citgo Petroleum Corp	915 N Martin Luther King
	Forest Lumber Company Group LLC	300 N May Ave
	Purina Animal Nutrition LLC	1108 NW Third St
	Tom L Davis Lumber Co	2707 W Main St
OMAHA, NE	W&W Steel Co ¹⁴	1730 W Reno Ave
	Ardent Mills LLC	1521 N 16 th St
	Bluelinx	1109 S 19 th St
	Drake Williams Steel Inc	2301 Hickory Street
	International Paper Co	7517 F St
	Kellogg Co	9601 F St
	Lineage Gomez	2523 Gomez Ave
	Lozier Corp	6336 Pershing Drive
	Nebraska Warehouse	9100 F St
	Omaha Public Power District	7475 John J Pershing Dr
	Paxton & Vierling Steel Co	501 Avenue H
	Ready Mixed Concrete Co	700 Seward St
	West Plains LLC	1230 Ohio St
	William H Harvey Co	4334 S 67 St
	Watco Transloading LLC ¹⁵	6801 N 9th St
PACIFIC, MO	US Silica Co	819 E Osage

<u>CITY, STATE</u>	<u>COMPANY NAME</u>	<u>ADDRESS</u>
PHOENIX, AZ	Belden Wire & Cable Company Inc (S)	505 N 51 st Ave
	Boise Cascade BMD (S)	200 S 35 th Ave (Campo)
	Brown-Strauss Steel (S)	3727 W Lower Buckeye (Campo)
	Capital Lumber Co (S)	11 N 45 th Ave (Campo)
	Cemex (S)	1510 W Lincoln St
	Desert Transfer Inc (S)	3751 W Lower Buckeye Rd
	Freeport Logistics (S)	431 N 47 th Ave
	Holsum Bakery Inc (S)	2322 W Lincoln St
	In-Cide Technologies Inc (S)	50 N 41 Avenue
	International Paper Co (S)	301 S 30 th St
	Precision Components Inc (S)	1820 S 35 th Ave
	Reliance Steel Aristuc (S)	301 S 26 th St
	Rew Materials Inc (S)	901 S 12 th St
	Schuff Steel Co (S)	1841 W Buchanan St
	Total Warehousing Inc (S)	4411 W Roosevelt St
	Univar USA 45 (S)	50 S 45 th Ave
	Western States Petroleum Inc (S)	450 S 15 th Ave
	Weyerhaeuser NR Co (S)	1431 S 43 rd Ave
	Arrow Reload 2600 ¹⁷	2600 N Going St
	Blasen & Blasen Lumber Corp	2155 N Columbia Blvd
	Glacier Northwest	931 N River St
	Ferrellgas LP	641 NE Lombard
	Georgia-Pacific Corp	13333 Rivergate Blvd
	Herbert Malarkey Roofing Co	3131 N Columbia Blvd
	MG Warehouse Inc	9700 N Hurst St
	Mondelez Global LLC	100 NE Columbia Blvd
	Northwest Container Services Inc	11920 N Burgard Rd
PORTLAND, OR	Shell Oil Products US	440 N Columbia Blvd
	Temco LLC	800 N River St
	The Amalgamated Sugar Company LLC	2600 NE Columbia Blvd
	Kraft Heinz Foods	5500 Forest Hills Rd
	Liebovich Brothers Inc	2116 Preston St
	Mc Clatchy Co	21 st And Q Streets
	The Procter & Gamble Manufacturing Co (S)	8201 Fruitridge Rd (Polk)
	United States Cold Storage Inc	3100 52 nd Ave
	Americold Logistics LLC (S)	4095 Portland Rd NE
	Lineage Logistics LLC (S)	2525 Ewald Ave SE
SALEM, OR	Oregon Cherry Growers (S)	1520 Woodrow St. NE
	Packaging Corporation of America (S)	2121 Madrona Ave SE
	Ventura Foods LLC (S)	3371 Portland Rd NE
	ADM Grain Co	1884 A E Old Hwy 40
	ADM Milling Co	300 E Ash St
SALINA, KS	Allmetal Recycling LLC	312 N 5 th St
	Scoular Co	3339 E Country Club Rd
	Stryten Manufacturing LLC	413 E Berg Rd
	Mac Millan-Piper Inc	600 S Edmunds
SEATTLE, WA	Manson Construction Co	5209 E Marginal Way S
	JA Jack & Sons Inc ¹⁸	5427 Ohio Ave S
SHELDON, IA	Ag Processing Inc	804 2 nd Ave

<u>CITY, STATE</u>	<u>COMPANY NAME</u>	<u>ADDRESS</u>
SHREVEPORT, LA	AEP Swepeco	428 Travis St
	Calumet Lubricants Company LP	3333 Midway Ave
	GSII, Inc	620 Aero Dr
	Libbey Glass Inc	4302 Jewella Ave
	Murphy Bonded Warehouse Inc	2391 Levy St
SIDNEY, NE	Crossroads Cooperative Association	800 Greenwood Rd
	Pennington Seed of Nebraska¹⁹	800 Pennington Rd
SILVERBOW, MT SIOUX CITY, IA	Scoular Co	119044 German Gulch Rd
	Archer Daniels Midland Co	425 W 39 th St
	Hawkeye Distribution Inc ²⁰	620 Floyd Blvd
	Nutrien Ag Solutions	4505 Dakota Ave
	Richardson Milling Inc	5005 Dakota Ave
	The Andersons Co	514 S Floyd Blvd
	Sioux City Compressed Steel Inc	2600 Blvd Of Champions (Wickham Spur)
	Tyson Fresh Meats Inc ²¹	3939 S Lewis Blvd
	Scafco Corp	2800 E Main St
SPOKANE, WA	Spokane Seed Co	East 6015 Alki Ave.
	Trumark Industries Inc	4020 East Main Street
ST JOSEPH, MO	Ag Processing Inc	900 Lower Lake Rd
	Albaugh Inc	4900 Packers Ave
	Bartlett & Co	1005 Lake Rd
	Nestle Purina Petcare Co	4502 Packers Ave
	Omnium LLC	1417 SW Lower Lake Rd
	Silgan Containers Corp	2115 SW Lower Lake Rd

<u>CITY, STATE</u>	<u>COMPANY NAME</u>	<u>ADDRESS</u>
ST LOUIS, MO	Alfa-Pet Inc	4914 Daggett Ave
	American Pulverizer Co	5540 W Park Ave
	American River Transportation Co	4528 S Broadway
	Baker Petrolite Inc	369 Marshall Ave
	Breckenridge Material Company Inc	2833 Breckenridge Industrial Ct
	Brenntag Chouteau	126 Chouteau Ave
	Brenntag Mid-South Inc	139 E Soper St (Ivory)
	Brentwood Plastics Inc	8734 Suburban Trak
	Continental Fabricators Inc	5601 W Park Ave
	Darling Ingredients Inc	2 Exchange Ave (East St Louis, IL)
	Golden Railroad Supply Inc	8 Florida St
	Halben Food Manufacturing Co	4553 Gustine Ave
	Hawkins Inc	3101 Carondelet Ave (Dupo, IL)
	ICL Performance Carondelet	8201 Idaho St (Ivory)
	Italgrani USA Inc	7900 Van Buren St
	JD Streett & Company Inc	1 River Rd (Ivory)
	JD Streett & Company Inc	3800 S 1 st St (Ivory)
	Jenkin Guerin Inc	4480 Hunt Ave
	Julius Seidel & Company Inc	3514 Gratiot St
	JW Aluminum Company	6100 S Broadway St (Ivory)
	Kop-Coat Inc	5137 Southwest Ave
	Kupferer Brothers Ornamental Iron Works Inc	8701 Grant Rd
	Lumberyard Supply Co	5060 Manchester Ave
	Mid America Fiber Company Inc	4193 Beck Ave
	Millman Lumber Co	9264 Manchester Rd
	Nexeo Solutions LLC	7710 Polk St
	Owens Brockway	2122 Hereford St
	RR Donnelley & Sons Co	1000 Camera Ave
	Schaeffer Manufacturing Co	102 Barton St
	Shamrock Paper	1201 S Wharf St
	Transport Museum Association Inc	3015 Barrett Station Rd
	United States Coast Guard	Foot Of Iron St
	US Durum Milling Inc	7900 Van Buren St (Ivory)
	US Paint Corp	831 S 21 st St
	Valvoline LLC	3536 S 1 st St
STERLING, CO	Cargill Inc	219 Right Of Way Rd
STOCKTON, CA	Trinidad Benham Corp	139 E Chestnut St
	Ardent Mills LLC	3939 Producers Dr
	Bulk Transportation	3032 S El Dorado St
	Cargill Inc (S)	4344 S Eldorado St
	Ingredion Inc	1021 Industrial Dr
SUPERIOR, WI	JM Eagle	1051 Sperry Rd
	Simko Acquisition LLC	1901 N 6th St
	Fleischmann's Vinegar Company Inc	1115 Zehender St (Sumner)
	Joseph Simon & Sons Inc	2202 E River St
	Tri Pak Inc	1209 St Paul Ave
TEMPLE, TX	Cargill Inc	251 Berger Rd
TEXARKANA, TX	Temple Iron & Metal Co	815 N 14 th St
	Cooper Tire & Rubber Co (S)	3500 Washington St
	Miller-Bowie County Farmers Association	801 Willis Grain Elevator
	Tri-State Iron & Metal Co	1725 E 9 th St

<u>CITY, STATE</u>	<u>COMPANY NAME</u>	<u>ADDRESS</u>
TOPEKA, KS	Cargill Aghorizons Crossroad	5135 NW Hwy 24
	Cargill Inc	1845 NW Gordon St
	Fairview Mills LLC	2300 NW Menoken Rd
	Goodyear Tire & Rubber Co (S) ²²	2000 NW Hwy 24
TULSA, OK TWIN CITIES, MN	Boise Cascade BMD	9999 E 58 th St
	ADM Elevator D	575 Drake St. (Western Ave)
	Alter Trading Corp	801 Barge Channel Rd (S St Paul)
	American Agco Inc	500 Farwell St
	BWC Terminals LLC	2225 Childs Rd (S St Paul)
	Cargill Aghorizons East	12101 Lynn Ave (Savage)
	Cargill Aghorizons West	12100 Dakota Ave (Savage)
	Cargill Salt	12101 Lynn Ave (Savage)
	CHS Inc	50 Chester St (S St Paul)
	CHS Inc	6200 Hwy 13 W (Savage)
	Great Western Dock & Terminal ²³	1031 Childs Rd (S St Paul)
	Hansen Mueller Co	648 24 th Ave SE
	Hawkins Chem Barge Channel	701 Barge Channel Rd (S St Paul)
	Hawkins Chem Childs Rd	1125 Childs Rd (S St Paul)
	Kinder Morgan Terminals Inc	925 Hardman Ave S
	Mosaic Global Sales LLC	12120 Lynn Ave
	Murphy Warehouse Co	701 24th Ave SE
	Northern Metals LLC	521 Barge Channel Rd (S St Paul)
	Riverland Ag Corp	3251 E Hwy 101 (Shakopee)
	Savage Riverport LLC	12100 Yosemite Ave S (Savage)
	Silgan Containers Manufacturing Corp	12130 Lynn Ave S (Savage)
	Twin City Hide Inc	491 Malden St
	Morton Salt Inc	1111 Childs Rd (S St Paul)
	NRG Energy Inc	401 E Greenwood Av
	Jel Sert Co	Hwy 59 & Conde St
WAUKEGAN, IL WEST CHICAGO, IL WICHITA, KS	Allmetal Recycling LLC	800 E 21 st St N
	Pepsi Cola Bottling	101 W 48 th St S
	Purina Animal Nutrition LLC	414 E 18 th St N
	The Coleman Company Inc	3600 N Hydraulic St
	Central Plains Cement Co LLC	130 W Macarthur Rd
	Clean Harbors Wichita LLC	2824 N Ohio St
	Archer Daniels Midland Co	1155 Riverview Dr
	RTP East Front St	580 East Front Street
	Bay State Milling Co	55 Franklin St
	CHS Inc	10 Prairie Island Rd
WINONA, MN	CHS Inc	988 Riverview Dr
	CHS Winona River Rail	1000 E 3 rd St
	Malteurop North America Inc	500 W Third St

Notes

- ¹ Applies only in outbound shipments of Rail Anchors. Will also apply on inbound shipments of Rail Anchors in connection with BNSF.
- ² Reciprocal switching only applies on traffic via line haul service for CN, CPRS, CSXT, or NS and their connecting lines east of Chicago, IL. "East of Chicago" is defined as: a) Any stations within the state or province of ME, VT, NH, MA, CT, NY, NJ, PA, MD, DE, VA, WV, OH, IN, KY, NC, SC, GA, MS, AL, FL, QC, NB, NS b) Any stations in the lower peninsula of MI c) TN except for Shelby County d) Any stations in ON east of and excluding Thunder Bay and Onaping.
- ³ Open only on inbound Lumber (STCC 24) from BNSF origins not commonly served by the UP in the states of MT, ID, WA and OR. Applies only on domestic shipments - no reciprocal switching on traffic from Canada or Mexico.
- ⁴ Applicable only from or to IAIS stations not also served by UP. No restrictions on BNSF or NS linehaul traffic.
- ⁵ Open only on outbound moves of distillate or residual fuel oil (29-113; 29-117- 15), rubber extender (29-117-57) inbound/outbound, and carbon black oil (29-119-50), **or corresponding HMRC for the STCC codes listed in this note, if applicable.**
- ⁶ Facility in Houston Public Grain Elevator #2.
- ⁷ Interstate Traffic Only.
- ⁸ Reciprocal switching for KCS only applies on traffic originating or terminating in Mexico, and traffic originating or terminating at stations on KCS between Laredo and Corpus Christi, TX.
- ⁹ Capacity constraints at this location limit the number of cars to 18 per switch.
- ¹⁰ Capacity constraints at this location limit the number of cars to 55 per switch.
- ¹¹ Reciprocal Switching does not apply on inbound motor vehicles (STCC 37-11, 41-118-35).
- ¹² Reciprocal switching for these industries applies only for: CN, CSXT, KCS and NS.
- ¹³ Open only on traffic originating at local stations served by competing lines in the states of CA, ID, MT, OR, UT and WA. Also open on traffic originating at Vancouver, BC.
- ¹⁴ Joint UP-BNSF track; UP performs switching open only to BNSF.
- ¹⁵ STCC 24-211, 24-991, 28-125, 28-191, 28-712, 33-123, 33-124, 33-125, 33-126 only.
- ¹⁷ Applicable only on inbound shipments of lumber/products (STCC 24-2, 24-3, 24-9) from origins in BC or AB, Canada.
- ¹⁸ Applicable only for Alaska Railroad.
- ¹⁹ **Applicable only on inbound shipments from BNSF on STCC 01-x (Farm Products), 28-71x (Fertilizers), 20-471-10 (Bird Seed), 22-99x (Textile Goods), 40-291-27 (Fertilizer), or corresponding HMRC for the STCC codes listed in this note, if applicable.**
- ²⁰ Applicable only in connection with BNSF.
- ²¹ Sioux City/Tyson Fresh Meats (former IBP) note) - Applies only on shipments for road-haul movements via BNSF to destinations as follows. (a) Stations on BNSF west of line of UP from Duluth, MN via Eau Claire, WI, Minneapolis, MN, Mankato, MN and Sioux City, IA to Omaha, NE thence west of the line of BNSF from Omaha, NE to Kansas City, MO thence west of the line of KCS from Kansas City, MO to Port Arthur, TX. (b) Stations on BNSF on or east of the line described in (a) other than those which are also served by UP. (c) Stations on AM and OTVR when routed in connection with BNSF. (this note reinstated from Item 3460, UP Tariff 8005-E).
- ²² Open only to BNSF.
- ²³ Petroleum Coke, stcc 29913 only.

Reciprocal Switches – Non-UP

Reciprocal switching at the following terminals is performed by other railroads. Except where noted by a dagger (†) no fees for these customer locations are published in this circular.

AURORA, MO (physically switched by MNA)

MFA Inc, 303 W Olive St

Tyson Foods, 100 Wolfe Rd

CARTHAGE, MO (physically switched by MNA)

Americold Logistics, 1331 Civil War Rd

Carthage Marble Corp, 1 Civil War Rd

Leggett & Platt, Inc, 1225 E Central Ave

COFFEYVILLE, KS (physically switched by SKOL)

Bartlett Milling Co, 1307 Maple St

Watco Mechanical Services LLC, 1604 S Spruce St

DALLAS, TX (physically switched by DGNO)

Buzzi Unicem USA, 1801 Lone Star Dr

Frito-Lay, Inc., 1141 Regal Row

U.S. Cold Storage Co, 5150 Pulaski St

The Sherwin-Williams Co, 701 S Shiloh Rd (Garland) 40

Universal Forest Products, 10851 Miller Road

Trinity Ceramic Sup., Inc., 9016 Diplomacy Row

U.S. Gypsum Co, 255 Regal Row

FT. SMITH, AR (physically switched by FSR)~~BMC East LLC, 8410 Ball Rd~~**Gerber Products, 4301 Harriet Ave****Hormel Foods, 4020 Planters Rd**

International Paper, 4500 Newlon Rd

International Paper, 4215 Planters Rd

Yaffee Iron Metal, 719 Wheeler Ave

FT. WORTH, TX (physically switched by FWWR)

MRS Bakeries Business Trust, 7301 South Fwy

Green Bay Packaging, 7901 South Fwy

MillerCoors LLC, 7001 South Fwy

JOPLIN, MO (physically switched by MNA)Herrman Lumber Co, 3012 E 12th St

Tamko Asphalt Roofing Products, 3001 Newman Rd

Meeks Lumber Co, 510 N Rangeline Rd

† LAKE CHARLES, LA (physically switched by PRI)

Lake Charles Harbor & Terminal Distribution, 150 Marine St

† LONG BEACH, CA (physically switched by PHL)

Vopak Terminal, 3601 Dock St

† LOS ANGELES, CA (physically switched by PHL)

Cargill Corn Milling (S), 2800 Lynwood Rd

† NEW ORLEANS, LA (physically switched by NOGC)

Abrasive Products & Equipment, 350 Grefer Ln (Harvey)

Delta Terminal Services (S), 3540 River Rd (Harvey)

Hunting Energy Services, 6615 River Rd (Marrero)

**Open to reciprocal switching only on traffic that originates or terminates east of the Mississippi River.*

*Blackwater Midstream, 660 La Bauve (Westwego)

Gulf States Asphalt, 175 Avenue A (Westwego)

Vertex Refining, 5000 River Rd (Marrero)

PARIS, TX (physically switched by KRR)Ragland Mills, 1341 1st St SW**SCOTT CITY, KS (physically switched by KO)**

Scott Cooperative Assn, 410 E First St

SHAWNEE, OK (physically switched by AOK)

Shawnee Milling, 201 S Broadway St

SPRINGFIELD, MO (physically switched by MNA)

Acme Brick Co, 2325 W Battlefield St

Dyke Industries Inc, 2119 W Battlefield St

Meek Lumber Yard LLC, 2741 S Scenic St

Shapiro Sales, 2330 W Catalpa St

Timken Smo LLC, 2601 W Battlefield St

Westrock Cp LLC, 2705 W Battlefield St

Wholesale Lumber & Materials Co, 1311 E Woodhurst

Wildcat Materials Inc, 2235 W Catalpa St

† STOCKTON, CA (physically switched by CCT)

California Cedar Products (S), 1340 W Washington St

Penny Newman Grain, 1805 Harbor Ave

† SUNNYSIDE, WA (physically switched by CWA via BNSF haulage)JM Eagle, 1820 S 1st St

Darigold, 400 Alexander Rd

VAN BUREN, AR (physically switched by AM)Afco Steel LLC, 600 S 28th St

Farmers Co-Op, 2211 Industrial Park Rd

Tankersly Food Svc., 3203 Industrial Park Rd

WATERLOO, IA (physically switched by IANR)**Agvantage F S Inc, 5900 1st St (Dewar, IA)****WICHITA, KS (physically switched by WTA)**

Cargill Oil Seed Processing, 1401 N Mosley St

WICHITA FALLS, TX (physically switched by WTJR)

Bell Processing Inc, 1326 Burkburnett Rd

WINFIELD, KS (physically switched by SKOL)Rubbermaid Specialty Products, 3415 E 12th Ave**† YAKIMA, WA (physically switched by CWA via BNSF haulage)**~~Kwik Loc, 2712 S 16th Ave, Union Gap~~

Westrock Longview LLC, 2001 Long Fibre Ave

Novolex Shields LLC, 1009 Rock Ave

Switch Charges by Road

<u>ROAD</u>	<u>STATION</u>	<u>ST</u>	RECIPROCAL SWITCH	EXCEPTION TO
			CHARGE	RECIPROCAL SWITCH
			<u>(\$/LOADED CAR)</u>	<u>(\$/LOADED CAR)</u>
AM	FT SMITH	AR	295	
ARR	SEATTLE	WA	420	
BNSF	ABILENE	KS	295	105 ^f
BNSF	ATCHISON	S	295	105 ^f
BNSF	BEAUMONT	TX	295	105 ^f
BNSF	CHEYENNE	WY	295	350 ^g
BNSF	CHICAGO	IL	295	105 ^f
BNSF	CLINTON	IA	295	105 ^f
BNSF	COLORADO SPRINGS	CO	295	105 ^f
BNSF	COLTON	CA	184 ^c	105 ^f
BNSF	COUNCIL BLUFFS	IA	295	105 ^f
BNSF	DALHART	TX	184 ^c	
BNSF	DALLAS	TX	595	
BNSF	DENVER	CO	295	184 ^c ; 105 ^f
BNSF	DES MOINES	IA	295	105 ^f
BNSF	E ST LOUIS	IL	see ST LOUIS, MO	
BNSF	EL PASO	TX	295	184 ^c ; 105 ^f
BNSF	ENID	OK	295	105 ^f
BNSF	EUGENE	OR	184 ^c	105 ^f
BNSF	FREMONT	NE	295	105 ^f ; 250 ^k
BNSF	FRESNO	CA	184 ^c	105 ^f
BNSF	FT COLLINS	CO	295	105 ^f
BNSF	FT WORTH	TX	295	105 ^f
BNSF	GALVESTON	TX	295	184 ^c ; 105 ^f
BNSF	GRAND ISLAND	NE	295	105 ^f
BNSF	GREELEY	CO	295	105 ^f
BNSF	HASTINGS	NE	295	105 ^f
BNSF	HOUSTON	TX	295	184 ^c ; 317 ^e ; 105 ^f ; 216.73 ^h
BNSF	HUTCHINSON	KS	295	184 ^c ; 105 ^f
BNSF	INDEPENDENCE	KS	295	105 ^f
BNSF	JONESBORO	AR	295	105 ^f
BNSF	KANSAS CITY	KS	see KANSAS CITY, MO	
BNSF	KANSAS CITY	MO	295	105 ^f
BNSF	KENNEWICK	WA	295	105 ^f
BNSF	LODI	CA	295	184 ^c ; 105 ^f
BNSF	LONG BEACH	CA	295	105 ^f
BNSF	LOS ANGELES	CA	295	184 ^c ; 105 ^f
BNSF	MCPHERSON	KS	295	105 ^f
BNSF	MEMPHIS	TN	295	105 ^f
BNSF	MINNEAPOLIS	MN	see ST PAUL, MN	
BNSF	MUSKOGEE	OK	295	105 ^f
BNSF	OAKLAND	CA	295	105 ^f

<u>ROAD</u>	<u>STATION</u>	<u>ST</u>	RECIPROCAL SWITCH	EXCEPTION TO
			CHARGE	RECIPROCAL SWITCH
			<u>(\$/LOADED CAR)</u>	<u>CHARGE</u>
				<u>(\$/LOADED CAR)</u>
BNSF	OKLAHOMA CITY	OK	295	105 ^f
BNSF	OMAHA	NE	295	105 ^f
BNSF	PACIFIC	MO	295	105 ^f
BNSF	PHOENIX	AZ	184 ^c	105 ^f
BNSF	PORTLAND	OR	295	184 ^c ; 105 ^f
BNSF	SACRAMENTO	CA	295	105 ^f
BNSF	SALEM	OR	184 ^c	105 ^f
BNSF	SALINA	KS	295	105 ^f
BNSF	SEATTLE	WA	295	105 ^f
BNSF	SIDNEY	NE	295	105 ^f
BNSF	SILVER BOW	MT	100	
BNSF	SIOUX CITY	IA	295	105 ^f
BNSF	SPOKANE	WA	295	105 ^f
BNSF	ST JOSEPH	MO	295	105 ^f
BNSF	ST LOUIS	MO	295	105 ^f
BNSF	ST PAUL	MN	295	105 ^f
BNSF	SOUTH SIOUX CITY	NE	see SIOUX CITY, IA	
BNSF	STERLING	CO	295	105 ^f
BNSF	STOCKTON	CA	295	184 ^c ; 105 ^f
BNSF	SUNNYSIDE	WA	295	105 ^f
BNSF	SUPERIOR	WI	295	105 ^f
BNSF	TACOMA	WA	295	105 ^f
BNSF	TEMPLE	TX	295	105 ^f
BNSF	TOPEKA	KS	295	184 ^c ; 105 ^f
BNSF	TULSA	OK	295	105 ^f
BNSF	VAN BUREN	AR	295	105^f
BNSF	WEST CHICAGO	IL	295	105 ^f
BNSF	WICHITA	KS	295	105 ^f
BNSF	WINONA	MN	295	105 ^f
BNSF	YAKIMA	WA	295	105 ^f
CFE	CHICAGO	IL	250 ⁱ	
CIC	CEDAR RAPIDS	IA	200	
CN	BATON ROUGE	LA	550	
CN	CEDAR RAPIDS	IA	300	
CN	CHICAGO	IL	850	
CN	CHICAGO HEIGHTS	IL	850	
CN	COUNCIL BLUFFS	IA	500	
CN	E ST LOUIS	IL	see ST LOUIS, MO	
CN	IOWA FALLS	IA	300	
CN	MEMPHIS	TN	580	
CN	MILWAUKEE	WI	400	
CN	MINNEAPOLIS	MN	see ST PAUL, MN	
CN	NEW ORLEANS	LA	700	212 ^c
CN	OMAHA	NE	500	
CN	PEORIA	IL	400	

<u>ROAD</u>	<u>STATION</u>	<u>ST</u>	RECIPROCAL SWITCH	EXCEPTION TO
			CHARGE	RECIPROCAL SWITCH
			<u>(\$/LOADED CAR)</u>	<u>CHARGE</u>
				<u>(\$/LOADED CAR)</u>
CN	SIOUX CITY	IA	400	
CN	ST LOUIS	MO	400	
CN	ST PAUL	MN	500	
CN	SOUTH SIOUX CITY	NE	see SIOUX CITY, IA	
CN	SUPERIOR	WI	500	
CN	WAUKEGAN	IL	400	
CN	WEST CHICAGO	IL	400	
CPRS	CHICAGO	IL	250	150 ^a
CPRS	CHICAGO HEIGHTS	IL	250	150 ^a
CPRS	CLINTON	IA	250	150 ^a
CPRS	JANESVILLE	WI	250	150 ^a
CPRS	KANSAS CITY	KS	see KANSAS CITY, MO	
CPRS	KANSAS CITY	MO	295	250 ^j
CPRS	MASON CITY	IA	400	
CPRS	MILWAUKEE	WI	250	150 ^a
CPRS	MINNEAPOLIS	MN	see ST PAUL, MN	
CPRS	ROCKFORD	IL	300	
CPRS	SHAKOPEE	MN	250	150 ^a
CPRS	SHELDON	IA	250	150 ^a
CPRS	ST PAUL	MN	250	150 ^a ; 100 ^d
CPRS	SUPERIOR	WI	500	150 ^a
CPRS	WINONA	MN	250	150 ^a
CSS	CHICAGO	IL	385	
CSXT	CHICAGO	IL	295	
CSXT	CHICAGO HEIGHTS	IL	295	
CSXT	E ST LOUIS	IL	see ST LOUIS, MO	
CSXT	MEMPHIS	TN	295	
CSXT	NEW ORLEANS	LA	295	212 ^c
CSXT	ST LOUIS	MO	295	
EVWR	MT VERNON	IL	250	
GWR	GREELEY	CO	295	85 ^a
IAIS	COUNCIL BLUFFS	IA	154	131 ⁱ , 105 ^f
IAIS	DES MOINES	IA	250	
IAIS	OMAHA	NE	154	131 ⁱ , 105 ^f
IANR	CEDAR RAPIDS	IA	300	71 ⁿ
IR	ROCKFORD	IL	320	
KO	HUTCHINSON	KS	295	105 ^a ; 184 ^c
KO	WICHITA	KS	295	105 ^f
KCS	ALEXANDRIA	LA	350	
KCS	ATCHISON	KS	295	105 ^f
KCS	BATON ROUGE	LA	350	
KCS	BEAUMONT	TX	300	
KCS	CORPUS CHRISTI	TX	295	
KCS	COUNCIL BLUFFS	IA	160	131 ⁱ , 105 ^f
KCS	DALLAS	TX	295	
KCS	E ST LOUIS	IL	see ST LOUIS, MO	

<u>ROAD</u>	<u>STATION</u>	<u>ST</u>	RECIPROCAL SWITCH	EXCEPTION TO
			CHARGE	RECIPROCAL SWITCH
			<u>(\$/LOADED CAR)</u>	<u>CHARGE</u>
				<u>(\$/LOADED CAR)</u>
KCS	FT SMITH	AR	295	-
KCS	HOUSTON	TX	400 ^e	
KCS	KANSAS CITY	KS	see KANSAS CITY, MO	
KCS	KANSAS CITY	MO	400	
KCS	LAKE CHARLES	LA	350	
KCS	MONROE	LA	350	
KCS	NEW ORLEANS	LA	350	212 ^c
KCS	OMAHA	NE	160	131 ⁱ , 105 ^f
KCS	SHREVEPORT	LA	350	
KCS	ST LOUIS	MO	400	
KCS	TEXARKANA	AR	295	212 ^c
KCS	TOPEKA	KS	295	105 ^f
KRR	HOPE	AR	250	
MET	MODESTO	CA	200	212 ^c
NS	CHICAGO	IL	295	250 ^b
NS	DES MOINES	IA	295	250 ^b
NS	E ST LOUIS	IL	see ST LOUIS, MO	
NS	KANSAS CITY	KS	see KANSAS CITY, MO	
NS	KANSAS CITY	MO	295	250 ^b
NS	MEMPHIS	TN	295	250 ^b
NS	MT VERNON	IL	295	250 ^b
NS	NEW ORLEANS	LA	295	250 ^b , 212 ^c
NS	PEORIA	IL	295	250 ^b
NS	ST LOUIS	MO	295	250 ^b
TCWR	MINNEAPOLIS	MN	see ST PAUL, MN	
TCWR	ST PAUL	MN	250	150 ^a , 100 ^d
WSOR	JANESVILLE	WI	250	

Notes

- ^a The Reciprocal Switch charges for the following carriers, apply only on the following commodities:

01-131(X) Barley	01-137(X) Wheat
01-132(X) Corn	01-139(X) Grain, etc
01-133(X) Oats	01-142(X) Flaxseed (CPRS only)
01-135(X) Rye	01-144(X) Soybeans
01-136(X) Sorghum	01-149(X) Sunflower Seeds (CPRS only)

- ^b NS \$250 Reciprocal Switch charge applies only on the following commodities:

01 131(X) Barley	20 421(X) Prepared feed, animal, etc
01 132(X) Corn	20 441(X) Rice cleaned
01 133(X) Oats	20 442(X) Rice flour, bran or meal
01 134(X) Rough Rice	20 443(X) Brewers rice
01 135(X) Rye	20 449(X) Milled rice or by-products, nec
01 136(X) Sorghum	20 451(X) Blended or prepared flour
01 137(X) Wheat	20 461(X) Corn syrup
01 139(X) Grain, nec	20 462(X) Corn Starch
01 141(X) Cottonseeds	20 463(X) Corn sugar
01 142(X) Flaxseed	20 464(X) Dextrine, corn
01 144(X) Soybeans	20 466(X) Starch, etc
01 149(X) Oil Kernels	20 467(X) Wet process corn, etc
01 191(X) Fodder, hay	20 469(X) Wet Processing corn milling
01 196(X) Straw, excluding chopped ground or pulverized	20 823(X) Brewers Spent Grains/DDGs
01 199(X) Field Crops	20 831(X) Malt
20 411(X) Wheat Flour, excluding blended or prepared	20 839(X) Malt By-products
20 412(X) Wheat bran, middlings or shorts	20 859(X) By-products of Liquor Distilling
20 413(X) Corn meal or flour	20 911(X) Cottonseed oil, crude or refined
20 414(X) Rye flour or meal	20 914(X) Cottonseed, cake or meal
20 416(X) Oatmeal or flour	20 921(X) Soybean oil, crude or refined
20-418(X) Grain mill by-products	20 923(X) Soybean, cake, flour, grits
20 419(X) Flour or other grain mill products	20 931(X) Linseed oil, crude or refined
	20 933(X) Nut or vegetable oils
	20 939(X) Nut or vegetable oilseed

- ^c Former SP customers flagged Group "S".
- ^d \$100 at Port Cargill when Cargill Ag Horizon West, Cargill Ag Horizon East, Silgan Containers interchanged at Savage, MN.
- ^e Only applies to former HBT industries flagged "H".

- ^f \$105 Reciprocal Switch charge applies only for shipments of 50 or more cars, on a single waybill, for the following commodities:

01-131(X) Barley	01-136(X) Sorghum
01-132(X) Corn	01-137(X) Wheat
01-133(X) Oats	01-139(X) Grain, etc
01-135(X) Rye	01-144(X) Soybeans

- ^g Applies only on Coke (STCC 29-913).
- ^h Applies on cars handled in or out of the facilities of Woodhouse Terminal in Galena Park, TX, other than Lansing Trade Group (former Houston Public Grain Elevator #2) and interchange with KCS.
- ⁱ KCS/IAIS \$131 (less than 50 cars)/ \$105 (50 or more cars on a single waybill) reciprocal switch charge applies for shipments on the following commodities:

01-131-10 Barley	01-139-25 Millet
01-132-10 Corn In The Ear, Not Shelled, Dried	01-139-30 Grain Screenings, Unground
01-132-15 Corn Shelled, Dried	01-139-40 Triticale
01-133-10 Oats	01-144(X) Soybean
01-134(X) Rice	01-149-40 Castor Beans
01-135-10 Rye	01-915-66 Mustard Seeds
01-136-90 Sorghum Grain, In Mixtures	20-419-79 Corn Cracked Export
01-137-10 Wheat	20-441(X) Rice Cleaned
01-139-10 Buckwheat	20-443(X) Brewers Rice
01-139-15 Spelt Export	20-449-30 Rice Screening

- ^j Applies only to General Motors in Fairfax, KS.
- ^k Applies only on coal (STCC 11-X). Effective May 1, 2004.
- ^l Applies only when originating or terminating east of Chicago.
- ^m (Sioux City/Tyson Fresh Meats (former IBP) note) - Applies only on shipments for road-haul movements via BNSF to destinations as follows. (a) Stations on BNSF west of line of UP from Duluth, MN via Eau Claire, WI, Minneapolis, MN, Mankato, MN and Sioux City, IA to Omaha, NE thence west of the line of BNSF from Omaha, NE to Kansas City, MO thence west with BNSF. (this note reinstated from Item 3460, UP Tariff 8005-E).f the line of KCS from Kansas City, MO to Port Arthur, TX. (b) Stations on BNSF on or east of the line described in (a) other than those which are also served by UP. (c) Stations on AM and OTVR when routed in connection
- ⁿ Apply to Intrastate Traffic only.

RAILWAY ACCOUNTING RULES

(INCLUDING ISS RULES)



**ASSOCIATION OF
AMERICAN RAILROADS**

EFFECTIVE
DECEMBER 1, 2016
(EXCEPT AS OTHERWISE NOTED)
Last Updated: 5/10/2022

ASSOCIATION OF AMERICAN RAILROADS
425 Third Street, SW, Suite 1000
Washington, DC 20024

INTERLINE SWITCHING MANDATORY RULES

INTERLINE SWITCHING MANDATORY RULES**1 Scope**

- A. The following Interline Switching Mandatory Rules (ISMR) and related definitions provide procedures for the uniform handling of Interline Switching charges. They are mandatory and binding upon carriers that are Switching Settlement Data Exchange (SSDX) certified and are recommended for non-SSDX certified carriers.
- B. The Interline Switching Task Force (ISTF), or its successor committee, is responsible for maintaining the ISMR. Any changes to the ISMR, including additions and deletions must be presented to and approved by a vote of the ISTF in accordance with its Rules of Order. All ISMR changes approved by the ISTF will be forwarded, with an explanation of the changes, to the Interline Revenue Committee (IRC), or its successor committee, and submitted electronically by Railinc to all SSDX certified carriers for a ratification vote. Such ISMR changes will be considered as ratified if a majority of electronic votes cast within 30 days is in the affirmative. Voting of SSDX certified carriers will be weighted according to the number of initial switch bills, both payable and receivable, settled by said carriers in the calendar year immediately preceding the commencement of the 30-day voting period. The IRC, ISTF and all SSDX carriers will be notified of the voting outcome.
- C. These ISMR should not be construed as defining the policy of a carrier with respect to its relationship with the public. Notwithstanding paragraph 1A, carriers covered by the ISMR are free to enter into bilateral agreements with other carriers superseding these ISMR.

[EFFECTIVE November 1, 2012]

2 Collection of Interline Switching Charges

- A. Except as specified in [ISMR 2-B](#), line-haul carriers will be responsible for the collection of freight charges per Freight Mandatory Rule (FMR) [206](#). Interline switch carriers performing reciprocal or intermediate switching services will collect their switching revenue as follows:
- (1) Origin switch carrier will bill the origin linehaul carrier on outbound (forwarded) movements;
 - (2) Destination switch carrier will bill the destination linehaul carrier on inbound (received) movements,
 - (3) Intermediate switch carrier(s) will bill the last linehaul carrier preceding the intermediate switch movement when the intermediate switch movement is between two linehaul carriers, or a linehaul carrier and another intermediate switch carrier or a destination switch carrier.

When an intermediate switch movement is initiated by a switch carrier, intermediate switch carrier(s) will bill either the origin linehaul carrier or the delivering switch carrier, as governed by the intermediate switch carrier's tariff. A switch carrier may recharge an intermediate switch carrier's switch charge when the intermediate switch carrier's switch charge was incurred in connection with a reciprocal switch movement performed by the switch carrier. Intermediate recharges must be supported by the switch carrier's tariff and will be assessed as follows:

- (a) To the origin linehaul carrier on outbound (forwarded) loaded movements;

- (b) To the destination linehaul carrier from the preceding inbound (received) movement on empty return movements.
- B. The collection of switching charges on inter-terminal movements will be the responsibility of the origin switch carrier. The destination switch carrier will bill the origin switch carrier to collect its revenue for the inbound (received) movement.

[EFFECTIVE January 1, 2013]

3 Issuance of Interline Switching Notifications

- A. An electronic (EDI 404, 417, 418) interline switching notification must be issued for each car providing the information necessary for the car's movement and the proper assessment of interline switching charges. Notification(s) must be furnished to connecting switch and/or linehaul carriers by the:
 - (1) Origin switch or origin linehaul carrier on outbound (forwarded) movements and inter-terminal movements;
 - (2) Destination linehaul carrier on inbound (received) movements;
 - (3) Last linehaul carrier preceding the intermediate movement on intermediate switch movements between two linehaul carriers.

[EFFECTIVE November 1, 2012]

4 Preparation and Handling of Switching Settlement Statements

The carrier performing switching must prepare an Initial Switching Settlement Statement (Form [AD-163](#)) listing all cars for which switching charges are due. The formatting requirements for electronic Switching Settlement Statements are outlined in the Procedures for Carrier's and/or Railinc Data Systems Exchange Program for Interline Switch Settlements. See [ISMR 11](#).

- A. Initial Switching Settlement Statements do not require the approval of the paying carrier before payment and will be used as the basis for switching settlements.
- B. Separate statements by class of traffic (received, forwarded, intermediate and intermediate recharges) must be issued for each station or terminal from which switching charges are due. Statements for each class of traffic must be numbered consecutively, by page, throughout the month.
- C. As applicable, statements must include only the switch charge, fuel surcharge, and taxes assessed in accordance with price authorities and regulatory requirements. Special items such as demurrage, reconsignment, weighing, cars switched in error, etc., must not be included.
- D. Distribution of statements should be made to the paying carrier's designated officer.

[EFFECTIVE September 1, 2013]

VERIFIED STATEMENT
OF
AARON PFEIFER

1. My name is Aaron Pfeifer. I am Director – Coal Marketing for Union Pacific Railroad Company (UP). After graduating from the University of Nebraska at Omaha with degrees in Finance and Economics, I began my career at UP in 2004 as a Corporate Auditor. Over the past 18 years, I have held various roles within UP’s wholly owned subsidiary, Loup Logistics, and within UP’s Accounting department. I have been in my current position since March 2021. I am knowledgeable about the matters discussed herein.

2. From January 1, 2013, to December 31, 2020, UP moved coal from Wyoming’s Powder River Basin to the North Omaha Power Station (NOPS) and the Nebraska City Power Station (NCPS) pursuant to a rail transportation contract with Omaha Public Power District (OPPD).

3. Prior to the contract’s expiration, OPPD sent UP a request for a proposal seeking (RFP) bids for transportation of coal from mines it serves in the Powder River Basin to NOPS and NCPS under a new contract, {{ [REDACTED]

[REDACTED]

[REDACTED] }}

4. OPPD never asked UP to establish common carrier rates for coal service from the Powder River Basin to NOPS or from BNSF’s Gibson Yard to NOPS. UP has no existing rates for common carrier coal service to NOPS.

5. UP understood it was bidding head-to-head against BNSF Railway Company (BNSF) for traffic to NOPS and NCPS. Like UP, BNSF can offer single-line service to both

plants. UP is the only railroad that physically serves NOPS, but UP opened NOPS to reciprocal switching many years ago, so BNSF can hold out to provide line haul service to NOPS.

6. UP provided its initial response to OPPD's RFP in January 2020. UP proposed rates for coal moving to both NOPS and NCPS at {{[REDACTED]}} per ton, which represented a {{[REDACTED]}} reduction in its then-current rate to NOPS.

7. After meeting with OPPD, UP offered a revised proposal in February 2020. UP proposed rates for coal moving to both NOPS and NCPS at {{[REDACTED]}} per net ton, a {{[REDACTED]}} reduction of its initial offer and a {{[REDACTED]}} reduction of its then-current rate to NOPS.

8. After additional discussion with OPPD, UP offered its final proposal in Jun 2020. UP proposed rates to NOPS at {{[REDACTED]}} per net ton and rates to NCPS at {{[REDACTED]}} per net ton. UP also proposed an even lower rate of {{[REDACTED]}} per net ton for trains to both plants longer than 153 cars.

9. UP was disappointed to learn OPPD selected BNSF to provide service to NOPS and NCPS. UP understood BNSF intended to use UP to provide reciprocal switching at NOPS. OPPD never asked UP to establish common carrier rates for transportation service from an interchange with BNSF to NOPS.

10. If OPPD had asked UP to establish common carrier rates for transportation service from an interchange with BNSF to NOPS for coal that UP could originate in the Powder River Basin, UP would have declined to provide such rates, because it has the right to the long-haul when it can provide efficient service from origin to destination. UP transported coal from the Powder River Basin to OPPD for eight years under prior contract with OPPD, so it can plainly provide efficient service to NOPS.

11. If OPPD had asked, UP also would have declined to establish common carrier rates for transportation service from an Omaha-area interchange with BNSF to NOPS for coal from origins served exclusively by BNSF. UP understands it would have to work with BNSF to provide at least one route to complete OPPD's needs for multi-carrier service from the shippers desired origin point. However, OPPD does not need multi-carrier service to ship coal to NOPS. BNSF can offer single-line service to NOPS using reciprocal switching provided by UP. If, for some reason, UP had been required to provide interline service, UP would have established rates for an interchange at Northport, Nebraska, which would be a more efficient interchange for the coal and provide UP a larger share of the line haul revenue than an interchange in Omaha.

VERIFICATION

I, Aaron Pfeifer, declare under penalty of perjury that the foregoing is true and correct.

Further, I certify that I am qualified and authorized to file this Verified Statement.

Executed on October 11, 2022.

/s/ Aaron Pfeifer

**VERIFIED STATEMENT
OF
MICHAEL R. BARANOWSKI**

My name is Michael R. Baranowski. I am a Senior Managing Director at FTI's Economic Consulting practice with offices at 8251 Greensboro Drive, McLean, VA 22102. A statement of my qualifications is set forth in Exhibit FTI-1. I have been asked by counsel for Union Pacific Railroad Company (UP) to calculate the revenue to variable cost (R/VC) ratios applicable to the best and final offer rates provided by UP to Omaha Public Power District (OPPD) during the last contract bidding cycle in 2020 for transportation of coal via rail from the mines served by UP in the Powder River Basin (PRB) in Wyoming to the OPPD North Omaha Power Station (NOPS) in Omaha, Nebraska.

Pursuant to the Board's current rules, I developed UP's variable costs on an unadjusted system average basis using the Board's Uniform Rail Costing System (URCS) Phase III movement costing program,¹ based on the following nine (9) traffic and operating parameters: (1) the railroad; (2) number of loaded miles; (3) shipment type; (4) number of cars per shipment; (5) freight car type; (6) car ownership; (7) net tons per car (weight); (8) commodity code; and (9) movement type.²

Most of the required inputs are straightforward. Three of the inputs – number of loaded miles, number of cars per shipment and net tons per car warrant discussion. For the number of loaded miles, the OPPD bid solicitation identified the origins as {{ [REDACTED] [REDACTED] }}. Prior to 2021, UP provided single

¹ See 49 U.S.C. § 10707(d)(1)(B); *Major Issues in Rail Rate Cases*, EP 657 (Sub-No.1), (STB served Oct. 30, 2006) at 60 (“*Major Issues*”).

² See *Major Issues* at 52; *Kan. City Power & Light Co. v. Union Pac. R.R.*, NOR 42095 (STB served May 19, 2008) at 6.

line rail transportation service to the OPPD NOPS from mines it serves in the PRB. In 2020 as derived from EIA Form 923 report data, approximately 62 percent of coal tonnage moved by UP to NOPS originated from Belle Ayr Mine, 27 percent from Caballo Mine and 11 percent from North Antelope/Rochelle Mine. I developed loaded miles from each of these mines to NOPS using PC Miler and weighted the mileage from each origin by the 2020 relative tonnage weightings to arrive at a composite mileage of 675.3 that I used to develop variable costs.³

For the number of cars per shipment, OPPD bid document operating plan identified {{[REDACTED]}} for shipments for coal shipments to NOPS, which I have used for my input.

For the number of tons per car, I used UP's 118 average net tons per car, rounded to the nearest ton, for local coal (STCC 11) shipments as reported in UP's 2020 Quarterly Commodity Statistics (QCS) report.⁴ My inputs are summarized as follows:

The stipulated inputs are as follows:

- 1) Railroad: UP
- 2) Loaded Miles: Weighted average 675.3
- 3) Shipment Type: Originate and Terminate
- 4) Cars Per Shipment: {{[REDACTED]}}
- 5) Car Type: Hopper – Open Top Special Service
- 6) Owner: Private
- 7) Net Tons Per Car: 118

³ See Baranowski Workpaper "UP RVC Analysis.xlsx," at tab "Mileage Calculations"

⁴ See Baranowski Workpaper "UP RVC Analysis.xlsx," at tabs "Tons per Car Calculations" and "UP_2020_QCS_Annual"

8) Commodity (Full STCC): Coal (1121290)

9) Movement Type: Unit Train

The most recent URCS available from the Board is 2020. My analysis uses the Board's standard indexing procedures to adjust the full year 2020 URCS results to first quarter 2021 levels.⁵

UP's best and final offer rate for rail transportation from mines it serves in the PRB to NOPS beginning January 1, 2021 is {{[REDACTED]}} per ton, which is subject to UP's HDF 9 Energy Inter-carrier Fuel Surcharge Table.⁶ I have estimated the applicable fuel surcharge as of the first quarter of 2021 to be \$0.40 per ton based on the weighted average loaded miles from the PRB mines I developed.⁷

Based on the foregoing and as summarized in the following table, I develop an R/VC ratio for UP's best and final rate offer to OPPD for shipments to NOPS as of the first quarter of 2021 of {{[REDACTED]}}.⁸

⁵ See Baranowski Workpaper "UP URCS Base Year 2020 Index to 1Q21.xlsx", at tab "IndexSummary"

⁶ See Verified Statement of Aaron Pfeifer ¶ 8.

⁷ See Baranowski Workpaper "UP RVC Analysis.xlsx", at tab "Fuel Surcharge Calculations"

⁸ See Baranowski Workpaper "UP RVC Analysis.xlsx", at tab "Summary Table"

Table I⁹
UP Variable Costs and RVC
For Handling Coal From PRB Mines
To The OPPD North Omaha Power Station - 1Q2021

<u>Movement Parameters</u> (1)	<u>Inputs</u> (2)
1. Railroad	UP
2. Miles	675.3
3. Shipment Type	Originate & Terminate
4. Cars per train	{{[REDACTED]}}
5. Car Type	Hopper – Open Top Special Service
6. Car Ownership	Private
7. Tons per Car	118
8. Commodity	Coal
9. Movement Type	Unit Train
<u>Variable Costs Per Ton</u>	
10. Phase III Total Cost Base Year 2020	\$127,268
11. Phase III Cost per ton Base Year 2020 ¹⁰	\$7.99
12. Index from 2020 to 1Q21	1.034
13. Phase III Cost 1Q21 ¹¹	\$8.26
<u>Rate to Variable Cost</u>	
14. UP Best and Final Rate ¹²	{{[REDACTED]}}
15. Estimated UP Fuel Surcharge ¹³	\$0.40
16. Rate ¹⁴	{{[REDACTED]}}
17. Rate to Variable Cost Ratio ¹⁵	{{[REDACTED]}}%

⁹ See Baranowski Workpaper “UPRVC Analysis.xlsx”, at tab “Summary Table”

¹⁰ 2021 UP URCS costs. Line 10 / (Line 4 x Line 7)

¹¹ Line 11 x Line 12.

¹² Verified Statement of Aaron Pfeifer

¹³ Fuel surcharge (“FSC”) based on UP HDF 9 Energy Inter-carrier Fuel Surcharge Table. The average 1Q21 On-Highway Diesel Fuel (“HDF”) price is \$2.58 per gallon, resulting in an estimated FSC of \$0.40 per ton. See Baranowski Workpaper “UPRVC Analysis.xlsx”, at tab “Fuel Surcharge Calculations”

¹⁴ Line 14 + Line 15.

¹⁵ Line 16 / Line 13.

VERIFICATION

I, Michael R. Baranowski, declare under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this Verified Statement.

Executed on October 7, 2022

Michael R. Baranowski

Michael Baranowski

Senior Managing Director
Economic Consulting

8251 Greensboro Drive, Suite 1111 – McLean, VA 22102
+1 571 830 1050
mike.baranowski@fticonsulting.com

Education

B.S. in Accounting, Fairfield
University

Supplemental Finance
Studies, Kean College

Mike Baranowski heads FTI's Network Industries Strategies practice and provides strategic, financial, and economic consulting services to the telecommunications and railroad and pipeline transportation industries. He has special expertise in analyzing and developing complex costing and cash flow models, conducting detailed operations analysis, and transportation engineering. Much of his work involves providing oral and written expert testimony before courts, arbitration panels and regulatory bodies.

He is a recognized expert in railroad regulatory economics and has assisted FTI's railroad clients in a broad range of litigation and regulatory engagements involving pricing of services, contract disputes, damage calculations and analyses of the specific effects of pending or proposed changes in policy or regulation.

Some of Mr. Baranowski's representative experience includes:

- Development of strategic litigation analyses for large network industry regulatory rate proceedings based on the theory of Constrained Market Pricing and the Stand-Alone cost test. Theory assumes the existence of a hypothetical, efficient competitor and involves detailed analysis of short and long run operations, expenses, capital expenditures and revenues.
- Analysis of market dynamics effecting pricing and development of a suite of modeling tools to assess the regulatory risk of tariff and contract transportation rates for a mix of commodities and services based on key cost drivers and forecasts.
- Expert testimony related to the determination of damages in a variety of commercial contract disputes in the railroad, telecommunications, pipeline and trucking industries.
- Evaluation of market effects of proposed railroad mergers and identification of merger related efficiencies and quantification of the associated savings.

- Going concern and liquidation value estimates for railroad related assets as the basis for trackage rights and competitive access compensation.
- Develop detailed cost and revenue allocation metrics to assess relative profitability of individual asset groups or segments of complex network industries.

Mr. Baranowski holds a B.S. in Accounting from Fairfield University in Fairfield, Connecticut and has pursued supplemental finance studies at Kean College in Union, New Jersey.

Select Railroad Testimony

Surface Transportation Board

May 10, 2012	Docket No. 42056 Texas Municipal Power Agency v. BNSF Railway Company, BNSF Reply to TMPA Petition to Reopen and Modify Rate Prescription, Joint Verified Statement of Michael R. Baranowski and Benton V. Fisher
November 30, 2012	Docket No. 42125 E.I. DuPont De Nemours & Company v. Norfolk Southern Railway Company, Reply Evidence of Norfolk Southern Railway Company
December 7, 2012	Docket No. Ex Parte 715, Rate Regulation Reforms, Reply Comments of the Association of American Railroads, Verified Statement of Michael R. Baranowski
January 7, 2013	Docket No. 42130 SunBelt Chlor Alkali Partnership v. Norfolk Southern Railway Company, Reply Evidence of Norfolk Southern Railway Company
March 1, 2013	Ex Parte No. 711 Petition for Rulemaking to Adopt Revised Competitive Switching Rules, Opening Comments of the Association of American Railroads, Verified Statement of Michael R. Baranowski and Richard W. Brown
April 12, 2013	Docket No. 42136 Intermountain Power Agency v. Union Pacific Railroad Company, Reply Evidence of Union Pacific Railroad Company
April 30, 2013	Ex Parte No. 711 Petition for Rulemaking to Adopt Revised Competitive Switching Rules, Reply Comments of the Association of American Railroads, Verified Statement of Michael R. Baranowski and Richard W. Brown
June 20, 2013	Ex Parte No. 431 (Sub-No. 4) Review of the General Purpose Costing System, Comments of the Association of American Railroads, Joint Verified Statement of Michael R. Baranowski and Benton V. Fisher
September 5, 2013	Ex Parte No. 431 (Sub-No. 4) Review of the General Purpose Costing System, Reply Comments of the Association of American Railroads, Joint Verified Statement of Michael R. Baranowski and Benton V. Fisher
July 21, 2014	Docket No. 42121 Total Petrochemicals & Refining USA, Inc. v. CSX Transportation, Inc., Reply Evidence of CSX Transportation, Inc.
September 5, 2014	Ex Parte No. 722 Railroad Revenue Adequacy, Opening Comments of Norfolk Southern Railway Company, Verified Statement of Michael R. Baranowski

November 4, 2014 Ex Parte No. 722 Railroad Revenue Adequacy, Reply Comments of Norfolk Southern Railway Company, Verified Statement of Michael R. Baranowski

September 4, 2015 Docket No. FD 35743 Application of the National Railroad Passenger Corporation Under 49 U.S.C. § 24308(a) - Canadian National Railway Company, Opening Evidence of Illinois Central Railroad Company and Grand Trunk Western Railroad, Joint Verified Statement of Michael Baranowski and Benton Fisher

October 7, 2015 Docket No. 42121 Total Petrochemicals & Refining USA, Inc. v. CSX Transportation, Inc., Supplemental and Compliance Evidence of CSX Transportation, Inc.

October 23, 2015 Docket No. FD 33760 (Sub-No. 46) BNSF Railway Company - Terminal Trackage Rights -- Kansas City Southern Railway Company and Union Pacific Railroad Company, BNSF Rebuttal Statement, Verified Statement of Michael R. Baranowski

November 20, 2015 Docket No. 42121 Total Petrochemicals & Refining USA, Inc. v. CSX Transportation, Inc., Reply to Supplemental and Compliance Evidence

March 7, 2016 Docket No. 42142 Consumers Energy Company v. CSX Transportation, Inc., Reply Evidence of CSX Transportation, Inc.

July 18, 2016 Docket No. FD 35842 New England Central Railroad, Inc. -- Trackage Rights Order -- Pan Am Southern LLC, Pan Am Southern Reply Evidence, Verified Statement of Michael R. Baranowski

July 26, 2016 Ex Parte No. 704 (Sub-No. 1) Review of Commodity, Boxcar, and TOFC/COFC Exemptions, Comments of the Association of American Railroads, Verified Statement of Michael R. Baranowski and Benton V. Fisher

August 26, 2016 Ex Parte No. 704 (Sub-No. 1) Review of Commodity, Boxcar, and TOFC/COFC Exemptions, Comments of the Association of American Railroads, Verified Statement of Michael R. Baranowski and Benton V. Fisher

October 11, 2016 Ex Parte No. 431 (Sub-No. 4) Review of the General Purpose Costing System, Comment of the Association of American Railroads, Verified Statement of Michael R. Baranowski and Benton V. Fisher

October 26, 2016 Ex Parte No. 711 (Sub-No. 1) Reciprocal Switching, Opening Comments of the Association of American Railroads, Verified Statement of Michael R. Baranowski

November 7, 2016 Ex Parte No. 431 (Sub-No. 4) Review of the General Purpose Costing System, Reply Comments of the Association of American Railroads, Verified Statement of Michael R. Baranowski and Benton V. Fisher

March 6, 2017 Docket No. 42142 Consumers Energy Company v. CSX Transportation, Inc., Supplemental Reply Evidence of CSX Transportation, Inc.

January 12, 2018 Docket No. FD 32760 (Sub-No. 46) BNSF Railway Company - Terminal Trackage Rights -- Kansas City Southern Railway Company and Union Pacific Railroad Company, BNSF Petition to Establish Conditions of Use and Compensation, Verified Statement of Michael R. Baranowski

July 16, 2018	Docket No. FD 32760 (Sub-No. 46) BNSF Railway Company - Terminal Trackage Rights -- Kansas City Southern Railway Company and Union Pacific Railroad Company, BNSF Rebuttal, Verified Statement of Michael R. Baranowski
April 26, 2019	Docket No. 42144 North American Freight Car Association, et al v. Union Pacific Railroad Company, Verified Statement of Michael R. Baranowski
January 26, 2021	Docket No. FD 32760 (Sub-No. 46) BNSF Railway Company - Terminal Trackage Rights -- Kansas City Southern Railway Company and Union Pacific Railroad Company, BNSF Opening Statement on Compensation, Verified Statement of Michael R. Baranowski
January 29, 2021	Ex Parte No. 704 (Sub-No. 1) Review of Commodity, Boxcar, and TOFC/COFC Exemptions, Comments of the Association of American Railroads, Verified Statement of Michael R. Baranowski and Benton V. Fisher
April 12, 2021	Docket No. FD 32760 (Sub-No. 46) BNSF Railway Company - Terminal Trackage Rights -- Kansas City Southern Railway Company and Union Pacific Railroad Company, BNSF Reply Statement on Compensation, Verified Statement of Michael R. Baranowski
May 12, 2021	Docket No. FD 32760 (Sub-No. 46) BNSF Railway Company - Terminal Trackage Rights -- Kansas City Southern Railway Company and Union Pacific Railroad Company, BNSF Rebuttal Statement on Compensation, Verified Statement of Michael R. Baranowski
June 21, 2021	Docket No. FD 36500, Canadian Pacific Ry. – Control – Kansas City Southern, Canadian Pacific Applicants' Response to KCS Reply, Verified Statement of Michael R. Baranowski
October 29, 2021	Docket No. FD 36500, Canadian Pacific Ry. – Control – Kansas City Southern, Railroad Control Application, Verified Statement of Michael R. Baranowski
February 14, 2022	Ex Parte No. 711 (Sub-No. 1), Reciprocal Switching, supplemental Comments of the Association of American Railroads, Verified Statement of Michael R. Baranowski and Nathaniel S. Zebrowski
May 27, 2022	Docket No. FD 35743, Application of the National Railroad Passenger Corporation Under 49 U.S.C. 24308(a) – Canadian National Railway Company, Verified Statement of Michael R. Baranowski
July 12, 2022	Docket No. FD 36500, Canadian Pacific Ry. – Control – Kansas City Southern, Railroad Control Application, Reply Verified Statement of Michael R. Baranowski

U.S. District Court for the Northern District of Texas, Fort Worth Division

November 7, 2017	Civil Action No. 4:16-cv-1061-O, BNSF Railway Company v. Panhandle Northern Railroad LLC, Expert Report of Michael R. Baranowski
November 22, 2017	Civil Action No. 4:16-cv-1061-O, BNSF Railway Company v. Panhandle Northern Railroad LLC, Reply Expert Report of Michael R. Baranowski
December 21, 2017	Civil Action No. 4:16-cv-1061-O, BNSF Railway Company v. Panhandle Northern Railroad LLC, Rebuttal Expert Report of Michael R. Baranowski

Arbitrations and Mediations

April 25, 2013	JAMS REF #1340009009, Union Pacific Railroad vs. Canadian Pacific and Dakota, Minnesota & Eastern Railroad Arbitration, Expert Report of Michael R. Baranowski on behalf of Union Pacific Railroad Company
September 6, 2013	IN JAMS ARBITRATION, Case No. 1220044715, Union Pacific Railroad Company v. BNSF Railway Company, Expert Report of Michael R. Baranowski
October 25, 2013	IN JAMS ARBITRATION, Case No. 1220044715, Union Pacific Railroad Company v. BNSF Railway Company, Expert Reply Report of Michael R. Baranowski
January 1, 2014	IN JAMS ARBITRATION, Case No. 1220044715, Union Pacific Railroad Company v. BNSF Railway Company, BNSF Post-Argument Submission, Affidavit of Michael R. Baranowski
April 14, 2017	American Arbitration Association Case No. 01-15-0004-4830 and 01-15-0004-4931, Arbitration Between FirstEnergy Generation LLC and CSX Transportation, Inc. & BNSF Railway Company, Expert Report of Michael R. Baranowski
November 22, 2017	American Arbitration Association Case No. No. 01-16-0003-6208, CSXT Transportation, Inc. v. JEA and Florida Power & Light Co., Expert Report of Michael R. Baranowski
January 26, 2018	American Arbitration Association Case No. No. 01-16-0005-5615, BNSF Railway Company & Norfolk Southern Railway Company v. FirstEnergy Generation, LLC, Expert Report of Michael R. Baranowski
February 16, 2018	American Arbitration Association Case No. 01-16-0005-5615, BNSF Railway Company & Norfolk Southern Railway Company v. FirstEnergy Generation, LLC, Rebuttal Expert Report of Michael R. Baranowski
February 23, 2018	American Arbitration Association Case No. 01-17-0000-0130, J.B. Hunt Transport, Inc. and BNSF Railway Company, Expert Report of Michael R. Baranowski
April 17, 2018	American Arbitration Association Case No. 01-17-0000-0130, J.B. Hunt Transport, Inc. and BNSF Railway Company, Reply Expert Report of Michael R. Baranowski
June 22, 2018	JAMS REF #1100088262, BNSF Railway Company v. Union Pacific Railroad Company, Expert Report of Michael R. Baranowski
March 25, 2019	American Arbitration Association Case No. 01-17-0000-0130, J.B. Hunt Transport, Inc. and BNSF Railway Company, Expert Report of Michael R. Baranowski
April 26, 2019	American Arbitration Association Case No. 01-17-0000-0130, J.B. Hunt Transport, Inc. and BNSF Railway Company, Reply Expert Report of Michael R. Baranowski
January 18, 2021	American Arbitration Association Case No. 01-18-0001-3283, BNSF Railway Company & Norfolk Southern Railway Company, and Dynegy Midwest Generation, LLC, Expert Report of Michael R. Baranowski on Behalf of BNSF & NS
February 5, 2021	American Arbitration Association Case No. 01-18-0001-3283, BNSF Railway Company & Norfolk Southern Railway Company, and Dynegy Midwest Generation, LLC, Expert Reply Report of Michael R. Baranowski on Behalf of BNSF & NS
January 14, 2022	Arbitration between The Port of Vancouver, USA and BNSF Railway Company, Reply Expert Report of Michael R. Baranowski

Select Pipeline Testimony

Federal Energy Regulatory Commission

- November 20, 2019 Docket Nos. OR18-7-002, et al. (Consolidated), Epsilon Trading, et al v. Colonial Pipeline Company, Prepared Answering Testimony of Michael R. Baranowski on behalf of Colonial Pipeline
- March 20, 2020 Docket Nos. OR18-7-002, et al. (Consolidated), Epsilon Trading, et al v. Colonial Pipeline Company, Prepared Answering Testimony to Trial Staff of Michael R. Baranowski on behalf of Colonial Pipeline