

BEFORE THE
SURFACE TRANSPORTATION BOARD

ENTERED
Office of Proceedings
April 12, 2024
Part of
Public Record

DOCKET NO. FD 36744

CANADIAN NATIONAL RAILWAY COMPANY
AND GRAND TRUNK CORPORATION
—CONTROL—
IOWA NORTHERN RAILWAY COMPANY

APPLICANTS' SUPPLEMENT IN RESPONSE TO DECISION NO. 2

Olivier Chouc
CN
935 de la Gauchetière Street West
16th Floor
Montréal, QC H3B 2M9
CANADA

Kathryn J. Gainey
CN
975 F Street NW
Washington, DC 20004

Matthew J. Warren
Allison C. Davis
Sidley Austin LLP
1501 K Street NW
Washington, DC 20005
(202) 736-8000
mjwarren@sidley.com

Counsel for Canadian National Railway Company and Grand Trunk Corporation

Kevin M. Sheys
Law Office of Kevin M. Sheys LLC
42 Brush Hill Road
Sherborn, MA 01770
(240) 463-4663
ksheys@railreglaw.com

Counsel for Iowa Northern Railway Company

Dated: April 12, 2024

PUBLIC VERSION

Applicants CNR, GTC, and Iowa Northern respectfully file this Supplement pursuant to the March 29, 2024 decision in the above-captioned docket.¹ In that decision, the Board denied CPKC's petition seeking reconsideration of the Board's decision to classify the proposed Transaction as a minor transaction. The Board also requested supplemental information from Applicants. The information in this Supplement is organized to correspond with the information requests in Appendix A to the March 29, 2024 decision, including the unnumbered introductory paragraph.

As the Application and supplemental information provided herein demonstrate, the proposed Transaction will improve the competitive transportation options available to Iowa customers. The Transaction would add a more efficient single-line transportation option for CN-Iowa Northern customers without taking any existing transportation options away. The Transaction would result in no two-to-one customer locations. Moreover, CN has made a gateway commitment to ensure that Iowa Northern customers will continue to have access to interline options on commercially reasonable terms. While the statutory standard does not require the enhancement of competition (and indeed requires the Board to approve the Transaction unless it finds "substantial lessening of competition"²), rail competition will be markedly improved by a Transaction that adds a single-line option to the rail choices available to Iowa Northern customers while maintaining the joint-line options that are currently available to them. In addition to the public

¹ All abbreviations and acronyms in this Supplement have the same meaning as those in the Application.

² 49 U.S.C. § 11324(d)(1).

PUBLIC VERSION

benefit from creating more transportation options for Iowa customers, the Transaction would provide public benefits because the single-line service created by a CN-IANR combination is expected to convert some long-haul truck traffic to rail, as demonstrated by the diversion analysis in the Application.

Applicants look forward to responding to comments on the Transaction according to the procedural schedule adopted by the Board.

SUPPLEMENTAL INFORMATION

Diversion Analysis

“Applicants must provide a list of all origination/destination areas, including gateways, for the projected diverted and new traffic; identify any interchange partners participating in current movements of this traffic as well as projected diverted and new movements (if applicable); and provide the associated volumes by origination/destination areas for projected diverted and new traffic.”

Response: In response to the first sentence of the unnumbered opening paragraph of Appendix A to the Board’s March 29 decision, Applicants provide the written responses below and the supplemental workpaper “Highly-Confidential-Diversion-Hunt-Decision2Requests-April2024.xls” (“Supplemental Diversion Workpaper”). Applicants note that the diversion analysis itself has not changed from what was presented in Mr. Hunt’s January 30 verified statement and workpapers; the Supplemental Diversion Workpaper simply contains additional explanations and data summaries.

Applicants must provide a list of all origination/destination areas, including gateways, for the projected diverted and new traffic

The “Pre-Post-Routes” tab of the Supplemental Diversion Workpaper sets forth the origin station in Column F and the destination station in Column I for

each diverted rail movement. Column K shows the pre-diversion route and gateways (in other words, the historical, pre-Transaction route). Column L shows the post-transaction route projected by the diversion model. Note that the model assumes use of the shortest available route post-transaction, which may not necessarily reflect the actual route that Applicants might use for operational purposes.³

For the truck-to-rail diversions identified in the diversion analysis, Applicants note that the “T2R-All” tab of Mr. Hunt’s original workpaper contains information on the origin and destination regions of the existing truck traffic in the Transearch database that he identified as potentially convertible to rail service.⁴ The tab “Truck-Post-Routes” in the Supplemental Diversion Workpaper provides the post-transaction route in Column AD.

[I]dentify any interchange partners participating in current movements of this traffic as well as projected diverted and new movements (if applicable);

For rail-to-rail diversions, information on current Iowa Northern interchange partners is included in the routing column K (“Pre Roads & Junctions”).⁵ Information on interchange partners for projected diversions is included in Column L (“Post Roads & Junctions”). Truck-to-rail diversions by definition do not

³ Applicants note that, except for Column L, the information referenced in this paragraph was provided in Mr. Hunt’s original workpaper.

⁴ See “Highly-Confidential-Diversion-Hunt-Workpaper.xls,” Tab “T2R-All,” Columns D, G, M, Q.

⁵ The same information is available in Mr. Hunt’s original workpaper at tab R2R-All, Column O (Roads & Junctions) and in tab {{[REDACTED]}}, Column L (Route).

have any current interchange partners. Post-transaction truck-to-rail diversions would typically move in local single-line service on the CN-IANR network, as reflected in the Supplemental Diversion Workpaper, tab “Truck-Post-Routes” Column AD.

[P]rovide the associated volumes by origination / destination areas for projected diverted and new traffic

The “R2R-2022-O&D” tab of the Supplemental Diversion Workpaper provides totals by origin station and destination station for rail-to-rail diversions other than from the {{REDACTED}}; the “R2R-2023-O&D” tab of the Supplemental Diversion Workpaper provides those totals for the {{REDACTED}} {{REDACTED}}. The “T2R-O&D” tab includes total truck-to-rail diversions by origin and destination regions. Applicants note that, for truck diversions, the origin and destination reflect the trucking origin and destination, not the rail on/off point. In addition, a column with total volumes is provided as Column M to the granular diversion numbers set forth in the “Pre-Post-Routes” tab.⁷

IAIS Routing

“Regarding IAIS traffic, Applicants must describe from a rate-making and operational aspect how IANR traffic is handled with IAIS via the IANR-CRANDIC-

⁶ As explained in the Application, Mr. Hunt used 2022 data for the Base Year diversion analysis, and supplemented that analysis with 2023 data for {{REDACTED}} {{REDACTED}}

⁷ Applicants also note that information on carload volumes for interchange traffic was provided in the workpapers submitted to the Board with the Application. See Workpapers, Tab R2R-All (Column Q, estimated carload volumes for diverted traffic); Tab {{REDACTED}} (Column Z, estimated carload volumes for diverted traffic); Tab T2R-All (Columns W, X, and Y, providing estimated tons, carloads, and intermodal volumes).

PUBLIC VERSION

IAIS routing and how CN proposes to maintain the current alternative IANR-CRANDIC-IAIS routing as a competitive option with the current IANR-CN routing, including how much traffic would be impacted.”

Response: Iowa Northern traffic that is routed to IAIS must be interchanged via CRANDIC at Cedar Rapids, because Iowa Northern’s network does not physically connect to IAIS’s network. While Iowa Northern does not own any track or yard facilities in Cedar Rapids, Iowa Northern effects interchange with CRANDIC at Cedar Rapids using Iowa Northern’s rights to operate over Union Pacific pursuant to a July 15, 1986 agreement between Iowa Northern and the Chicago and North Western Transportation Company. These rights allow Iowa Northern to operate through the 4th Street Corridor over Union Pacific between milepost 100.85 (UP-IANR connection) and milepost 81.20 (UP-CRANDIC connection) in Cedar Rapids to reach CRANDIC’s yard on the opposite side of the Cedar River, subject to certain restrictions. This routing is used both for Iowa Northern-to-IAIS traffic that is interchanged through CRANDIC and for other traffic that Iowa Northern interchanges with CRANDIC.⁸ As noted in the Application, it is Applicants’ understanding that the 4th Street Corridor has a 105-car maximum length restriction and an overnight operating window between 2:00 a.m. to 6:00 a.m., though Applicants are unaware of the specific source of these restrictions. Applicants cannot comment on CRANDIC to IAIS operations.

With regard to ratemaking, for originating traffic, Iowa Northern’s general approach is to provide the customer’s preferred rate structure, typically either a

⁸ These rights are also used by Iowa Northern to interchange traffic with CCP at CCP’s Cedar Rapids Yard.

PUBLIC VERSION

through/joint line rate or a Rule 11 rate. If the customer wants a joint/through rate, Iowa Northern will ask the other linehaul carriers in the route for their factors and then publish the joint rate. If a customer asks for a Rule 11 rate, Iowa Northern typically provides that rate. For traffic that terminates on Iowa Northern, the originating linehaul carrier (or sometimes an intermediate linehaul carrier) typically requests Iowa Northern's division and then publishes a through/joint line rate.

On IANR-CRANDIC-IAIS routes, Iowa Northern follows the same general approach it follows for all ratemaking. For some of the traffic that Iowa Northern originates that is bound for a CRANDIC-IAIS routing, Iowa Northern publishes a joint line rate. However, certain customers with IANR-CRANDIC-IAIS routing prefer Rule 11 rates, and thus Iowa Northern publishes a Rule 11 rate for those customers.

Applicants' gateway commitment will apply to IAIS-bound traffic moving through Cedar Rapids over the CRANDIC (and in the opposite direction).

Applicants are thus committed to supporting this routing with commercially reasonable rates and with commercially reasonable service to the interchange. In addition to Applicants' commitment to maintain this competitive routing, a benefit to Iowa Northern customers from the proposed Transaction is that single-line CN service to Chicago and beyond should have shorter transit time than an IANR to CRANDIC to IAIS routing, which requires multiple interchanges for Chicago and

PUBLIC VERSION

beyond traffic. For this reason, Mr. Hunt projected that much of the traffic on this route would divert to the more efficient CN route.

Table 1 below responds to the Board's request for information on "how much traffic would be impacted" on the IANR-CRANDIC-IAIS routing by showing total projected diversions by interline railroad partner as a percentage of total IANR traffic handled with those railroads. As Table 1 illustrates, Mr. Hunt projects that

{{ [REDACTED] [REDACTED] }}

{{ [REDACTED] }}

[REDACTED]

}}

Traffic Data Request No. 1

For the full year 2022 and 2023, please provide the traffic tapes for all IANR movements and all CN movements originating or terminating in Iowa. At a minimum these data should contain, but not limited to the following information:

- a. On/off locations with the following applicable information:
 - i. City
 - ii. State
 - iii. Rule 260
 - iv. Freight Station Accounting Code (FSAC)
- b. Revenue and rate data including:
 - i. Line haul revenues
 - ii. Fuel Surcharge revenues
 - iii. Price Authority Information with the ability to identify contract versus tariff movements.

PUBLIC VERSION

- c. Standard Transportation Commodity Code (STCC) on a 7-digit basis
- d. Carloads
- e. Tons
- f. Miles on system
- g. Car type
- h. Car Ownership
- i. Customer and Consignee
- j. Interchange Carriers
- k. Full Routing including ultimate origin or destination.
- l. For CN: Identify all traffic moving on the following segments:
 - i. Manchester, Iowa to Iowa Falls, Iowa
 - ii. Mona Jct., Iowa to Ramsey, Minn.⁹
 - iii. Manchester, Iowa to Cedar Rapids, Iowa
- m. For IANR: Identify the following traffic:
 - i. Traffic interchanged with other railroad for delivery to IAIS.

Response: The requested traffic tapes are being provided with today's enclosed data submission, which organizes the requested categories of information into folders that correspond to each request.¹⁰ Applicants note that, within the CN traffic file, car ownership is reflected in Column AV ("PUF Ownership Code"), with P denoting private cars, U denoting U.S. CN cars, and F denoting foreign cars.

With respect to IANR's traffic file, Column AB ("Price Type") distinguishes between PR (private) and TS (public), which generally corresponds to whether a pricing arrangement is publicly posted on IANR's website or not. However, IANR systems are unable to distinguish further as between contract and tariff given how

⁹ As noted in Applicants' letter dated April 4, 2024, Applicants believe that the reference to Ramsey was in error. Applicants' Letter (filed Apr. 4, 2024). For the line segment in (b), Applicants are providing information for the line segment between Mona Junction and London Township, Minn.

¹⁰ The data submission is designated Highly Confidential, and is being provided to all counsel who have indicated to undersigned counsel that they have signed the appropriate Undertaking to the Protective Order.

its data is kept in the ordinary course of business. {{ [REDACTED]

[REDACTED] }}

With respect to Request No. 1(l) directed to CN, CN identified FSAC ranges in the three segments, and then identified all traffic which had a CN origination, CN destination, or on/off junction at any of the identified FSAC locations. The relevant segment is identified in Column BL of CN's traffic file. With respect to Request No. 1(m) directed to Iowa Northern, Iowa Northern traffic that is bound for IAIS is identified through information in Column M ("Ich Road"), which specifies "CIC/IAIS" for such traffic, and Column P ("Roads & Junctions"), which provides the route information.

Customer Data Request No. 2

For all IANR lines and the following CN line segments, please list all the customers by FSAC and CIF.

- a. Manchester to Iowa Falls
- b. Mona Jct. to Ramsey, Minn.¹¹
- c. Manchester to Cedar Rapids

Response: In response to Request No. 2, Iowa Northern generated its customer list based on its RailConnect analytics system. Applicants note that the Iowa Northern customer list includes customers that are served by Iowa Northern, as well as customers for which Iowa Northern has access through reciprocal switching. CN generated its customer list for the three identified segments by

¹¹ As explained above, Applicants are providing information for the line segment between Mona Junction and London Township, Minn.

identifying FSAC ranges in the three segments and extracting customer data from Railinc's Serving Carrier Reciprocal Switch database based on those FSAC ranges.

Applicants note that the CN customer list includes some locations which are not currently active.

Agreements Request No. 3

Provide any haulage, interchange, reciprocal switch, and trackage rights (distinguishing between overhead and local rights) agreements including synopsis of the agreement between the following parties:

- a. CN – UP in Iowa
- b. IANR – CN, UP, CRANDIC, CPKC, and IAIS

Response: In response to Request No. 3, Applicants are providing currently effective haulage, interchange, reciprocal switch, and trackage rights agreements to the Board. Synopses of these agreements are provided in Appendix A.

Applicants note that CN and Union Pacific connect in multiple areas within Iowa and, as the Board requests all pertinent agreements between CN and Union Pacific in the state, CN is providing such agreements, even for those locations in the Western portion of Iowa (such as Council Bluffs) that are not within the Iowa Northern region. In addition, at several locations, CN and UP interchange pursuant to AAR rules without any formal written agreement.

Agreements Request No. 4

Please include the following information:

- a. Reciprocal Switching Agreements
 - i. IANR – all locations on system
 - ii. All locations where any of the lines listed in Item 2 connect.
- b. Other switching agreements applying to line segments listed in Item 2
 - i. Locations
 - ii. Parties to agreements
 - iii. Price structures

PUBLIC VERSION

- iv. Terms and limitations
- v. Hierarchy of operations of one serving carrier over another.

Response: Agreements, to the extent they exist, are being provided in appropriately marked folders in Applicants' enclosed data submission. Synopses of these agreements are provided in Appendix A. Applicants are also providing CN and Iowa Northern switching tariffs, which are publicly posted on both CN's and Iowa Northern's websites, and attached at Appendix B. Relevant locations in the CN switching tariff (CN Tariff 9001-US U) are at Cedar Rapids (Item 5100) and Waterloo (Item 5910).

Three-to-Two Points Request No. 5

For the stations identified in the Application that would go from having access to three carriers to two carriers, please identify what agreements or contracts govern the access and operations to those customers and what restrictions are in place.

Response: The Application identified three customer locations that would go from having access to three railroads to two as a result of the proposed Transaction: John Deere (Waterloo Component Works); Northland Products Company, and UTC Railcar Repair Services LLC, all of which are located in Waterloo, Iowa and physically served by CN. CN's reciprocal switching tariff CN 9001-US U, Item 5910 (eff. Mar. 12, 2024), attached at Appendix B, provides both Iowa Northern and Union Pacific with reciprocal switching access to these three customer locations. Under that item, interchange is limited to a maximum of 20 cars at a time. Additionally, switching rates under CN 9001-US U are not applicable on shipments of dimensional loads, hazardous materials, or TIP/PIH shipments. Aside from the

switching tariff, there are no reciprocal switching agreements relating to these customers.

In the course of responding to the Board's information requests, CN discovered one additional CN-served customer that has private switching access to both Union Pacific and Iowa Northern: {{[REDACTED]}} in Waterloo, Iowa. CN has a confidential reciprocal switching exception in place for {{[REDACTED]}} That reciprocal switching exception (which is provided with the enclosed agreements) provides both Union Pacific and Iowa Northern with reciprocal switching access to {{[REDACTED]}} was not identified in the Application as a three-to-two location because it is not listed in CN's 9001-US U reciprocal switching tariff and Mr. Hunt was not aware of the confidential reciprocal switching exception, but Applicants believe that the confidential reciprocal switching exception effectively gives this customer access to both Union Pacific and Iowa Northern.

Approval of the proposed Transaction would make these four customers three-to-twos, because currently they are served by CN and have commercial access to both Union Pacific and Iowa Northern through reciprocal switching. As set forth in the Application, Applicants have committed to maintaining existing carrier access to locations in current CN and Iowa Northern voluntary reciprocal switch tariffs which, for CN, means industries open to Union Pacific at Waterloo and Cedar Rapids, as well as industries open to the CRANDIC at Cedar Rapids.¹² Although

¹² See Application at 7.

PUBLIC VERSION

not listed in CN 9001-US U, CN further commits to maintaining Union Pacific reciprocal switching access to {{[REDACTED]}} at Waterloo. As such, all four customers will continue to have access to multiple rail options after the Transaction.

Respectfully submitted,

/s/ Matthew J. Warren

Olivier Chouc
CN
935 de la Gauchetière Street West
16th Floor
Montréal, QC H3B 2M9
CANADA

Kathryn J. Gainey
CN
975 F Street NW
Washington, DC 20004

Matthew J. Warren
Allison C. Davis
Sidley Austin LLP
1501 K Street NW
Washington, DC 20005
(202) 736-8000
mjwarren@sidley.com

Counsel for Canadian National Railway Company and Grand Trunk Corporation

Kevin M. Sheys
Law Office of Kevin M. Sheys LLC
42 Brush Hill Road
Sherborn, MA 01770
(240) 463-4663
ksheys@railreglaw.com

Counsel for Iowa Northern Railway Company

Dated: April 12, 2024

PUBLIC VERSION

CERTIFICATE OF SERVICE

I hereby certify that, on this 12th day of April 2024, the foregoing Applicants' Supplement was served by first-class mail or more expeditious means on all parties of record in this proceeding as well as the Department of Justice and the Department of Transportation.

/s/ Stephen S. Laudone

Stephen S. Laudone

PUBLIC VERSION

APPENDIX A
AGREEMENT SYNOPSES

PUBLIC VERSION

APPENDIX A AGREEMENT SYNOPSES

Defined Terms:

- Canadian Pacific Kansas City Limited (“CPKC”)
- Cedar Rapids and Iowa City Railway Company (“CRANDIC”)
- Chicago, Central & Pacific Railroad Company (“CCP”)
- Chicago & North Western Transportation Co. (“CNW”)
- Dakota, Minnesota & Eastern Railroad Corporation (“DME”)
- Illinois Central Railroad Company (“IC”)
- Iowa Northern Railway Company (“IANR”)
- Soo Line Railroad Company (“SOO”)
- Union Pacific Railroad Company (“UP”)

I. Agreements Between CN – UP in Iowa

- A. ***July 6, 1887 Trackage Rights Agreement Between Iowa Falls & Sioux City Railroad Co. [CN] and Chicago, St. Paul, Minneapolis & Omaha Railway Co. [UP], as amended and supplemented by June 4, 1903 Agreement; November 12, 1908 Agreement; May 28, 1913 Supplemental Agreement; June 26, 1917 Supplemental Agreement; August 29, 1932 Agreement; September 22, 1995 Supplemental Agreement; August 17, 2001 Amendment Agreement; September 5, 2015 Letter Agreement:*** Agreements grant UP overhead and limited local trackage rights to operate over, dispatch, and maintain approximately 24 miles of CN line between Le Mars, IA and Sioux City, IA.
- B. ***October 5, 1920 Interchange Agreement Between IC and UP, as supplemented by April 11, 1947 and September 8, 1976 Supplemental Agreements:*** Agreement to interchange between the parties at Council Bluffs, IA. UP granted IC the right to operate on certain UP tracks in Council Bluffs to effect interchange. IC granted UP the right to operate on a portion of its east main track.
- C. ***April 23, 1992 Agreement Between CCP and UP, as amended and supplemented by February 28, 2000 Supplemental Agreement; January 29, 2002 Letter Amendment; November 22, 2003 Letter Amendment; December 7, 2009 Supplemental Agreement:*** This agreement grants CN local rights to operate over UP’s track from Council Bluffs, IA to Omaha, NE for the purpose of serving certain industries in Omaha and interchanging certain commodities with BNSF Railway Company in Council Bluffs. This agreement also preserves CN’s ability to cross the Missouri River over UP’s bridge.
- D. ***August 17, 2001 Interchange Agreement Between CCP and UP:*** Agreement to continue interchange of loaded and empty cars between CCP and UP at Iowa Falls, IA. UP’s track is the primary point of interchange, and CN’s track is the secondary point of interchange to be used when UP’s track has reached car capacity.

II. Agreements Between IANR – CN

- A. ***July 2, 1986 Interchange Agreement Between CCP and IANR:*** Agreement to interchange cars (loaded or empty) between the respective parties at Cedar Rapids, Iowa in CCP's Cedar Rapids Yard.
- B. ***September 19, 1986, Trackage Rights Agreement Between CCP and IANR, as amended by February 23, 1990, August 16, 2006, and April 26, 2016***
Amendments: Grants IANR the right to conduct overhead movements on CCP's tracks for a distance of approximately 8.72 miles from Cedar Falls Junction in Cedar Falls, IA to a point near Linden Avenue in Waterloo, IA.
- C. ***August 16, 2006 Interchange Agreement Between CCP and IANR, as amended by January 18, 2008 Amendment:*** Agreement for the interchange at Waterloo, IA of loaded and empty railcars containing ethanol and DDG handled by CCP for BNSF Railway Company under a haulage agreement. The agreement grants to IANR the right to operate its equipment with its own crews over certain lines of CCP at Waterloo and Cedar Falls, IA to effectuate interchange of unit trains. The amendment adds terms to cover the interchange of unit trains between the parties at Waterloo.
- D. ***July 1, 2008 Detour Agreement between CCP, Cedar River Railroad Company, IC, and IANR:*** Agreement in principle to address requests to temporarily detour trains of one party over the tracks of the other party if either party's railways become impassable because of unforeseen occurrences.
- E. ***March 13, 2013 Haulage Agreement Between Waterloo and Cedar Rapids, IA, between IANR and CCP:*** Agreement for IANR (as CCP's agent) to provide overhead haulage services on a carload basis to CCP in either direction on IANR's Cedar Rapids corridor between Waterloo and Cedar Rapids, IA.

III. Agreements Between IANR – UP

- A. ***October 15, 1981 Interchange Agreement between CNW and IANR, as amended by March 6, 1984 Amendment:*** Agreement for the interchange of loaded and empty cars between IANR and CNW using CNW's Yard at Manly, IA. The Amendment—which followed IANR's purchase of certain tracks of the Chicago, Rock Island & Pacific Railroad Company not included in CNW's purchase of the North-South Spine Line—grants CNW the right to use various IANR tracks in Manly, IA, for purposes of interchange with IANR, and grants CNW the right to serve a customer. The amendment further grants IANR the right to use the CNW mainline to reach Manly Yard and perform switching with CNW's permission.
- B. ***July 15, 1986 Agreement between CNW and IANR, as amended by November 12, 1998 Letter Amendment:*** Grants IANR the right to operate over CNW's line between the point of connection with IANR near Cedar Rapids, IA and the point of connection with CRANDIC in Cedar Rapids for the sole purpose of making

PUBLIC VERSION

interchange with CRANDIC and CCP, subject to certain traffic restrictions. The agreement is limited to overhead/bridge movements.

- C. ***September 17, 1986 Trackage Rights Agreement Between CNW and IANR, as supplemented by August 17, 2011 Supplemental Agreement:*** Grants IANR overhead trackage rights to operate over CNW between MP 325.1 and MP 326.2 in Waterloo, IA.
- D. ***September 17, 1986 Agreement between CNW and IANR, as amended by February 1, 1989 Supplement and February 1, 1994 Agreement:*** Agreement for IANR to handle CNW's cars and locomotives in overhead haulage movement between IANR's interchange with CNW at North Yard in Cedar Rapids and CNW's Waterloo Yard; between IANR's interchange with CNW at Manly and CNW's Waterloo Yard; and between IANR's interchanges with CNW at Manly and North Yard, Cedar Rapids.
- E. ***July 1, 1987 Agreement between CNW and IANR:*** Agreement to lease to IANR a certain portion of CNW trackage at Waterloo for the purpose of IANR performing industry switching thereon.¹
- F. ***September 26, 2003 Trackage Rights Agreement between UP and D&W Railroad:*** Agreement provides D&W overhead bridge trackage rights on UP's Waterloo Industrial Lead between Waterloo, IA (MP 326.2) and Dewar, IA (MP 332).²
- G. ***June 30, 2008 Haulage Agreement between UP and IANR, as amended by December 30, 2008 Amendment:*** Agreement for UP to handle loaded or empty rail cars in IANR's account in UP's trains in either direction over UP's line from Manly, IA (UP MP 201.9) to Fairfax, IA (UP MP 89.6).
- H. ***July 21, 2014 Switching Services Agreement between IANR and UP:*** Letter agreement for IANR to provide switching, staging, and classification service to UP on an as-needed basis at Manly, IA. The rates are as follows: for classification (blocking) – {{[REDACTED]}} per car, with cars switched allowed 72-hours free time from arrival on IANR, with all cars included in the Storage Fee of {{[REDACTED]}} per day; block swap (landing fee-storage fee) - {{[REDACTED]}} per car per day count (per 24 hour

¹ Although this agreement references a June 18, 1982 agreement, to the best of IANR's knowledge, that agreement does not exist.

² Contemporaneous with this Trackage Rights Agreement, D&W acquired the remainder of UP's Waterloo Industrial Lead between Dewar and Oelwein, IA in Docket No. FD 34401, and IANR obtained authority to operate the acquired line and the trackage rights in Docket No. FD 34402. IANR and UP later entered an April 8, 2019 lease agreement for the Waterloo-Dewar portion of the Waterloo Industrial Lead and a March 4, 2019 Agreement to Suspend Trackage Rights, which together suspended these trackage rights. If the IANR-UP lease is terminated, then these trackage rights are restored.

PUBLIC VERSION

period), subject to one count upon arrival and continued counts after 72 hours of arrival on IANR; loaded unit trains that IANR facilitates between CP and UP over Plymouth Jct., and empty UP potash trains returning to UP, are subject to a similar per-day count after 48 hours' notification to UP that such unit train is ready for UP to depart. Special handling for mechanical reefer cars that need to be spotted for fueling and/or servicing is {{[REDACTED]}} per car. UP may request these services on an as-needed basis. Either party may terminate with 30 days' written notice. An indexed rate increase may be requested by IANR on the first day of April annually.

- I. ***March 4, 2019 Agreement between UP and IANR to Suspend September 26, 2003 Trackage Rights Agreement:*** Agreement to suspend September 26, 2003 Trackage Rights Agreement between D&W Railroad and UP and September 17, 1986 Trackage Rights Agreement between IANR and CNW. Suspension of trackage rights is concurrent with the term of the IANR-UP Lease Agreement dated April 8, 2019. If the lease is terminated, the suspension is terminated and the trackage rights are restored.

IV. **Agreements Between IANR – CRANDIC**

- A. ***January 12, 2005 Interchange Agreement between CRANDIC and IANR:*** Agreement designates CRANDIC's yards at Cedar Rapids, IA as the point of interchange for the parties and permits IANR the ability to use the tracks for interchange.

V. **Agreements Between IANR – CPKC**

- A. ***May 1, 1987 Interchange Agreement between SOO and IANR, as supplemented by Supplemental Interchange Agreement between I&M Rail Link and IANR:*** IANR grants SOO the right to use for interchange purposes IANR track and siding at Nora Springs (Nora Jct.), IA. Supplemental Interchange Agreement provides additional trackage for interchange.
- B. ***September 27, 1990 Trackage Rights Agreement between SOO and IANR:*** IANR grants overhead bridge trackage rights to SOO over 8.8 miles of IANR main line track and other auxiliary trackage between Plymouth Junction and Nora Springs (Nora Jct.), IA. .
- C. ***September 16, 2011 Trackage Rights Agreement between DME and IANR:*** Provides IANR overhead trackage rights on DME's line between Garner, IA (the connection with the line of North Central Iowa Rail Corridor, LLC, leased by IANR) and the connection with IANR mainline at Nora Springs, IA. Permits no right to interchange with any carrier other than DME. IANR limited to one train

movement per day in each direction. IANR must operate during the Operating Windows established by DME in its operating rules.³

VI. Agreements Between IANR-IAIS

None

VII. Other Switching Agreements

A. *Confidential Reciprocal Switching Exception: { {*

[REDACTED]

} }⁴

³ Applicants note that this agreement provides that assignment of the agreement (which is defined to include a transfer of a controlling interest in IANR or its parent) is permitted with the prior written consent of DME. IANR has requested such written consent from CPKC should the Board approve the proposed Transaction, but to date CPKC has not responded.

⁴ This agreement synopsis is redacted from the public version of Applicants' Supplement, in accordance with the confidentiality clause of the agreement.

PUBLIC VERSION

APPENDIX B
RECIPROCAL SWITCHING TARIFFS



PUBLIC VERSION



Optional Services

CN 9001-US

Reciprocal Switching U.S.A.

CN 9001-US U Effective March 12, 2024

Legend



Pricing change



Price Decrease



Price Increase



Text Change



New Item



Policy Change

EFFECTIVE MARCH 12, 2024

Issued March 12, 2024 by Sales and Marketing
935 de la Gauchetière St West
Montréal, Québec H3B 2M9
www.cn.ca

Contents

Switching to/from interchange connections with other rail carriers 4

 Connecting Rail Carrier Interchange 4

 Carrier: Intermediate Carrier’s Switch Charge 4

 Carrier: Intermediate Error Movements 4

Switching – Open Industries..... 5

Regulations 12

Summary of Changes..... 13

Switching to/from interchange connections with other rail carriers

We provide switching services for pick-up and delivery of railcars between your facility and interchange locations where we provide connection to another rail carrier. The other rail carrier provides you with the linehaul service and compensates us for our switching services. However, for any of the additional services detailed below that we are requested to perform, certain fees are assessed.

Connecting Rail Carrier Interchange

When insufficient information is provided to CN to properly continue the movement of a railcar received in interchange, we will assess the following fees to the connecting carrier.

Carrier: Intermediate Carrier's Switch Charge	Item 2000
Except as otherwise provided, when the interchange between CN and the linehaul carrier is effected by an intermediate carrier, applicable tariff charges assessed by the intermediate carrier for the switch movement of a loaded freight car from or to the connecting linehaul carrier or for the return of an empty car to the linehaul carrier will be in addition to the CN reciprocal switching charge.	

Carrier: Intermediate Error Movements	Item 3000
Interchange error – within switching limits If we receive loaded or empty railcars in error or without forwarding instructions from the delivering (erring) carrier, the railcars will be returned to the delivering (erring) carrier or forwarded to the correct connecting carrier within the same switching district. When railcars received in interchange are returned for mechanical or safety reasons, CN will assess the same charge as an interchange error movement.	\$435 per railcar Exceptions: \$520 per railcar for UP \$565 per railcar for all railroads owned by Genesee & Wyoming; list of subscribing carriers as per G&W General Tariff 70067 Plus \$2,200 per railcar if CN receives a car for reciprocal switching to a closed customer Responsibility: erring carrier
Interchange error - outside of switching limits This fee applies when loaded or empty railcars are received from a connecting rail carrier: • in error and CN performs a linehaul service or • without necessary forwarding instructions (examples: EDI 404, 417, 418) and CN performs a linehaul service or • at the incorrect interchange location moving in linehaul service CN will charge a per mile charge to the erring rail carrier to return the railcar(s) to the original interchange point (round trip) or to the nearest	\$3 per mile per railcar (\$300 minimum per railcar) Responsibility: erring carrier

PUBLIC VERSION

accessible interchange point or destination customer. This charge is in addition to the interchange error charge listed above and only applies to the miles transported outside of the originating switch district limits	
Railcars delivered without shipper information Railcars delivered by a switch carrier for a subsequent revenue move with CN, either in connection with a switch or when CN is the delivering carrier, must be accompanied by supporting shipper information. If railcars are delivered without this documentation, fees will be applied beginning two hours following the request for documentation to the delivering (erring) carrier and continue until the documentation is received.	\$100 per railcar plus \$20 for each 24-hour period Responsibility: erring carrier

Switching – Open Industries	Items 5040 to 5930
The switching rates listed under CN 9001-US are not applicable on shipments of dimensional loads, dangerous/hazardous materials or TIH/PIH shipments. CN requires a full bill of lading (EDI 404, EDI 417, or shipping instructions from CN's eBusiness site for such movements with CN showing in the route.	

Station	Customer	Railroad	Fee per Railcar
ITEM 5040 BATON ROUGE, LA	Exxon Chemical Co. Anhydride Plant, 3700 Scenic Highway Exxon Company U.S.A., 3700 Scenic Highway ., Gulf States Utilities Road	KCS	\$715
		UP	\$550
	Honeywell International Inc., 2800 Lupine Dr. Solvay USA Inc., 1275 Airline Highway UOP LLC, 1200 Airline Highway	KCS	\$550
		UP	\$550 for inbound shipments \$1,000 for outbound shipments
	Stupp Corp. (Bayou Coating LLC), 1200 Thomas Rd.	KCS	\$550
		UP	\$550
	84 Lumber Co., 8375 S. Choctaw Dr., Sharp Holmes Building Materials, 7835 Airline Hwy., Sharp	KCS	\$625
		UP	\$625

PUBLIC VERSION

Station	Customer	Railroad	Fee per Railcar
	Exxon Chemical Co. Plastics Plant, 11675 Scotland, Maryland Univar Solutions USA Inc., 11109 S. Choctaw Dr., Sharp.	KCS UP	\$725
ITEM 5090 BUTLER, PA	Bennett Supply, River Valley Curtis Trucking, Greenville McCormick, J.S. Co., Branchton	BPRR	\$560 Does not apply on coal (STCC 11-2XX-XX) or coke breeze (STCC 29-9XX-XX)
	Montgomery Truss & Panel Inc., Grove City		\$700
	A.K. Steel Corporation, Butler Scrap Salvage & Surplus Inc., Butler Trinity Industries Inc., Butler		\$445 Does not apply on coal (STCC 11-2XX-XX) or coke breeze (STCC 29-9XX-XX)
	Emsco Inc., Girard		\$755 Does not apply on coal (STCC 11-2XX-XX) or coke breeze (STCC 29-9XX-XX)
ITEM 5100 CEDAR RAPIDS, IA	Cargill Inc. East, 411 - 6th St. N.E. Treehouse Private Brands Inc.	CIC UP	\$300

PUBLIC VERSION

Station	Customer	Railroad	Fee per Railcar
ITEM 5130 CHICAGO, IL (Including Argo, IL)	Akers Packaging Services Inc., 1037 E. 87th St., Chicago Allied Tube & Conduit Corp.: Midwest Regional (300 E. 151st St., Harvey) and Plant 1 (16100 Lathrop, Harvey) Archer Daniels Midland - Corn Sweeteners, Fordham Yard <i>* Only applicable on shipments originating from or destined to AL, AR, FL, GA, LA (west of Mississippi River), MO (except St. Louis), NC, NM, OK, SC, TN, and TX.</i> Bluelinx Distribution Center, 2101 Dradle Road, University Park, IL <i>* Only applicable on shipments of lumber (STCC 24-211-10 to 24-211-95, 24-996-10) or plywood (STCC 24-321-10 to 24-321-72) originating from the states of ID, MT, OR, WA, and WY with a UP or BNSF routing. Does not apply on this type of traffic originating from Canada or reload points (note Oroville, WA is the exception – switch applies)</i> Bricks, Inc., 3425 S. Kedzie Ave., Chicago BWAY Corp., 4400 West 35th Place, Chicago, 60632 Citgo Petroleum Corp. 3701 S. Cicero Ave., Chicago Clorox Sales Co. Inc., S. Merrimac, Forest View Cook County Lumber Co., 200 E. 130th St., Wildwood Yd. Daubert Chemical Company Inc., 4700 S. Central, Forest View East Balt Commissary Inc, 1801 W. 31st Place, Chicago ELE Corp., 7847 W. 47th, Lyons GCP Applied Technologies Inc., 6050 51st, Forest View Graham Packaging Company LP, 5000 S. Major Ave., Chicago Illinois Brick Co., 821 Seagers Rd., Des Plaines Infineum U.S.A. LP, 8800 W. 71st, Bedford Park (Argo) Ingredion Inc, 6400 Archer Rd., Bedford Park (Argo) Koppers Company Inc., Organic Materials Div., 3800 S. Laramie Ave., Cicero Lagrou Distribution System Inc., 3514 S. Kostner Ave., Chicago South <i>* Applies only on inbound shipments of canned goods originating in CA.</i> Owens Corning Fiberglass Corp., Supply Center, Trumbull Asphalt 5818 Archer Rd., (Argo) Scheck Lumber Company Inc., Broadview <i>* Only open to BNSF - lumber or lumber products</i> Shell Chemical Company, 8800 W. 71st, Bedford Park (Argo)	BNSF CPRS CSS CSXT (BOCT) IAIS NS UP WSOR	\$850

PUBLIC VERSION

Station	Customer	Railroad	Fee per Railcar
ITEM 5160 DECATUR, IL (Including Mt Zion, IL)	Archer Daniels Midland Co.: East Plant (4666 Faries Pkwy.) and West Plant (Faries Pkwy. & Brush College Rd.) Caterpillar Inc.: N. 22nd St. & E. Pershing Rd/2681 27th St. Fuyao Glass America Inc. Keen Transport Inc., 2681 27th St. Morgan Distributing Inc., 3205 N. 22nd St. Tate & Lyle Ingredients America LLC, 2200 E. Eldorado St.	DREI	\$550 \$800 - Dimensional load shipments to/from Caterpillar Inc. or Keen Transport Inc. (with a signed limited liability form)
		NS	\$475 \$800 – Dimensional load shipments to/from Caterpillar Tractor Co or Keen Transport (with a signed limited liability form)
ITEM 5165 DETROIT, MI	Cadillac Oil Co., 13650 Helen FPT Schlafer Div LLC, 1950 Medbury Street Hoover Treated Wood Products Inc., 7500 E. Davidson Ave. Nexeo Plastics LLC, 12005 Toepfer Rd., Warren, MI	CSXT NS	\$550
ITEM 5190 DUBUQUE, IA	Bimbo Bakeries USA Inc., 25 Main St. Cargill Inc., 1050 Kerper Blvd. (open to the BNSF only - agricultural products only) Dubuque River Terminals Inc., Terminal & Jones Streets Gavilon Grain LLC, East 7th & Commercial	BNSF (via E. Dubuque)	\$325
		CPRS	\$500
ITEM 5195 DULUTH, MN SUPERIOR, WI S. ITASCA, WI SAUNDERS, WI STEELTON, MN	U.S. Steel Corp., Duluth	BNSF CPRS UP	\$360 Does not apply on iron ore (STCC 10-11X-XX) or coal (STCC 11-2XX-XX)

PUBLIC VERSION

Station	Customer	Railroad	Fee per Railcar
ITEM 5195 DULUTH, MN SUPERIOR, WI S. ITASCA, WI SAUNDERS, WI STEELTON, MN	ArcelorMittal Minorca Mine Inc., Minorca Edwards Oil Inc., Keena Northshore Mining Co, Norshor Jct. U.S. Steel Corp., Mt. Iron United Taconite, Thunderbird North United Taconite, Fairlane	BNSF CPRS UP	\$800 Does not apply on iron ore (STCC 10-11X-XX) or coal (STCC 11-2XX-XX)
	Louisiana-Pacific Corporation, Two Harbors	BNSF UP	\$1,600 Waferboard or wood siding (STCC 24-991-10). Exterior siding (STCC 24-999-06)
ITEM 5500 MEMPHIS, TN 	Harsco Minerals International, 2170 Plant Rd, Memphis Nucor Steel Memphis Inc., 3601 Paul R. Lowry Road OmniSource Southwest LLC, 540 Weakley Ave. Owens Corning Sales LLC, 704 Corrine Ave. Riviana Foods Inc., 2314 South Lauderdale Street Sugar Services, 15 G E Patterson Avenue Valley Products Co., 384 E. Brook Rd.	BNSF CSXT NS UP	\$580
	Drexel Chemical, 2489 Pennsylvania Street Drexel Chemical, 1305 Harbor PMC Biogenix Inc - Plant, 1231 Pope St Southern Cotton Oil Co., 2782 Chelsea Ave. Velsicol Chemical Corp., 1199 Warford St.	BNSF NS UP	\$580

PUBLIC VERSION

Station	Customer	Railroad	Fee per Railcar
	ADM Growmark, 1811 Dock St. Arbor Preservative Systems LLC 1471 Channel Ave. Archer Daniels Midland Co. - Riverport, 1245 Channel Ave. Barr, W.M. Co.: Plant 1 (2105 Channel Ave.) and Plant 4 (2121 Channel Ave.) Brenntag-Midsouth, 2701 Channel Ave. Candle Lamp, 2483 Harbor Ave. Cargill Inc.: Corn Plant (2330 Buoy); Soybean Plant (1877 Channel) Cone Solvents Inc., 2064 Channel Ave. Ergon Inc., 1989 Channel Ave. Harcos Chemicals, 1585 Harbor Ave. Helm Fertilizer Terminal Inc., 1421 Channel Ave. Macrosource LLC, 2256 Wharf St. Metal Prep, 1836 Dock St. Midsouth Milling, 1145 Channel Ave. Quality Carriers Inc., 1029 Channel Ave. Seeds Inc., 2435 Harbor Ave. Trumbull Asphalt Co. (Owens Corning), 2301 Channel Ave. Vertex Chemical Corp., 2825 Channel St. Univar Solutions USA Inc., 2391 Channel Ave.	CSXT NS	\$580
ITEM 5550 MOBILE, AL	Armstrong World Industries Inc., Baker Street Canfor Southern Pine Inc., 1850 Conception Street Rd. Mobile Rosin Oil, Co., 2469 Bragdon Ave. Riley-Stuart Supply Co., 601 Western Ave., Crichton Univar Solutions USA Inc., 701 Western Dr., Crichton	AGR BNSF CSXT NS	\$550
ITEM 5600 OMAHA, NE (Incl. Council Bluffs, IA)	Monarch Oil Inc., 22nd St. & Ave. H Omaha Box Company, 2501 N. 21st St. Paxton & Vierling Steel, 5th St. & Ave. H	BNSF UP	\$400 The interchange of traffic is limited to a maximum of 25 cars at a time
ITEM 5700 RESERVE, LA	Archer Daniels Midland Co. Cargill Inc.	KCS	\$725 \$475 on shipments of STCC 01132-XX, 01136-XX, 01137-XX, 01144-XX

PUBLIC VERSION

Station	Customer	Railroad	Fee per Railcar
ITEM 5720 ROCKFORD, IL	Aetna Plywood Inc., 1931 11th St	CPRS	\$400
	Aetna Plywood Inc., 1931 11th St Owens Corning Sales LLC	IR	\$338
ITEM 5760 SHENANGO, PA WALLACE JCT, PA	A.K. Steel Corporation, Butler Curtis Trucking, Greenville Emsco Inc., Girard Montgomery Truss & Panel Inc., Grove City Scrap Salvage & Surplus Inc., Butler Trinity Industries Inc., Butler	CSXT NS	\$595 Does not apply on coal (STCC 11-2XX-XX) or coke breeze (STCC 29-9XX-XX)
	Bennett Supply Co., River Valley	CSXT NS	\$740 Does not apply on coal (STCC 11-2XX-XX) or coke breeze (STCC 29-9XX-XX)
ITEM 5765 SIOUX CITY, IA	Cargill Inc. (Soybean & Oil Refinery), 1660 18th St. Knife River Midwest LLC., 2020 Hawkeye Dr. Standard Readymix Concrete, 1221 Steuben St. State Steel Supply Co. (Sioux City Compressed Steel), 214 Court St.	BNSF DAIR UP	\$400 The interchange of traffic is limited to a maximum of 25 cars at a time
ITEM 5800 TOLEDO, OH	Transco Railway Products	CSXT NS	\$390
ITEM 5820 TUSCOLA, IL	ADM Grain, 920 E. U.S. Hwy. 36	CSXT	\$350 The interchange of traffic is limited to a maximum of 15 cars at a time
ITEM 5910 WATERLOO, IA	John Deere (Waterloo Component Works), 400 Westfield Northland Products Co., 1000 Rainbow Drive UTC Railcar Repair Services LLC, 200 Nevada	IANR UP	\$350 The interchange of traffic is limited to a maximum of 20 cars at a time
ITEM 5930 WISCONSIN RAPIDS, WI	Warehouse Specialists	UP	\$350

Regulations

CN Tariff 9001 Series is applicable at points on CN in North America.

Canadian National Railway Company is issuing this tariff in its own name and for and on behalf of Grand Trunk Western Railroad Company (GTW), Illinois Central Railroad Company (IC), Chicago Central & Pacific Railroad Company (CC), Cedar River Railroad (CEDR), Wisconsin Central Limited (WC), Algoma Central Railway Inc. (AC), Sault Ste. Marie Bridge Company (SSAM), Wisconsin Chicago Link (WCCL), The Pittsburgh & Conneaut Dock Company, BC Rail Partnership (BCOL), Bessemer and Lake Erie Railroad Company (BLE), and these companies doing business under the name of and collectively referred to as CN.

Currency: All charges are assessed in the currency of the country in which the chargeable event occurs unless specifically published.

"CNC 6000" means CN Freight Classification CNC 6000 and the term **"UFC 6000"** means Uniform Freight Classification UFC 6000 series.

Claims and Liability: All shipments are subject to CN 6600, Claims and Liability Rules and Regulations.

Station List: This tariff is governed by the "OFFICIAL LIST OF OPEN AND PREPAY STATIONS," OPSL 6000 series.

Communications on Tariff Changes: This tariff is subject to change with 30 days' notice, which shall be provided exclusively by direct communication to subscribers of this publication. who have subscribed using the Price Documents tool on CN One (eBusiness) at www.cn.ca. Failure to subscribe shall be considered an absolute waiver to such notice period.

Summary of Changes

Item	Application	Change
5500	Switching: Memphis, TN	Customer name change from CHS to Macrosource LLC at 2256 Wharf St.

IOWA NORTHERN RAILWAY COMPANY

FREIGHT TARIFF IANR 8001B

Rev 37 – Commodity Additions

SWITCHING TARIFF
NAMING
AVAILABLE AT AND BETWEEN POINTS
ON THE IOWA NORTHERN RAILWAY (IANR)

Governed by Uniform Freight Classification, STB 6000-Series, Uniform Freight Classification Committee, Agent,
Supplements thereto or successive issues thereof.

NOTICE

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

Issued: August 10, 2023

Effective: August 10, 2023

ISSUED BY:

Sales & Marketing
Iowa Northern Railway Company
201 Tower Park Drive
Waterloo, IA 50701

PUBLIC VERSION

IANR 8001B

TABLE OF CONTENTS

Item 2	Description of Governing Classification and Exceptions
Item 5	Exemption from Regulation Box Car Traffic
Item 50	Application of Switching Rates or Charges
Item 100	Explanation of Terms
Item 105	Switching Charge on Loaded Cars Held for Instructions
Item 125	Intra Terminal Switching Charges
Item 130	Date of Absorbed Switching Charges
Item 150	Non Absorption of Intermediate Carrier's Switch Charge
Item 160	Dimensional Shipments
Section 1	Reciprocal Switching Charges
Item 1000	Manly Terminal, Manly, IA
Item 1150	Viafield Elevator, Manly, IA
Item 1200	Manly Yard, Manly, IA
Item 1225	Manly Logistics Park, Manly, IA
Item 1250	Bryant Yard, Waterloo, IA
Section 2	INTRA-PLANT, INTRA-TERMINAL AND MISCELLANEOUS SWITCHING
Item 2000	Intra-Plant Switching Movements
Item 2150	Intra-Terminal Switching Movements
Item 2200	Inter-Terminal Switching Movements
Item 2250	Moving Cars to Execute Other Requests

Explanation of Abbreviations

Intentionally Left Blank

Item 2 **Description of Governing Classification and Exceptions**

The term "Uniform Freight Classification", when used herein means STB UFC 6000-Series.

Item 5 **Exemption from Regulation Box Car Traffic**

Pursuant to the orders of the Surface Transportation Board in Ex Parte 346 (Sub No. 8), Exemption from Regulation – Boxcar Traffic, 367 STB 424, 367 STB 747, rates, charges, rules and regulations in connection with the transportation of commodities in box cars, to the extent of the exemption from regulation in cited Commission orders, will have no application on commodities transported in box cars to that extent.

Item 50 **Application of Switching Rates or Charges**

Except as otherwise provided, switching rates or charges named herein will cover the handling of cars loaded one way and empty the other. If cars are loaded in both directions, regular rate or charge will be assessed for each loaded movement.

Rates apply on non-unit or shuttle train traffic. For rates on unit or shuttle train shipments, please contact IANR Marketing & Sales Department

Item 100 **Explanation of Terms**

DELIVERING CARRIER: The railroad which causes delivery of consignment to connecting railroad.

DIVERSION/RECONSIGNMENT:

(A) A change in the name of the consignee;

(B) A change in the name of the consignor;

(C) A change in the destination;

(D) A change in the route at the request of the consignor, consignee or owner;

(E) Any other instruction given by consignor, consignee or owner necessary to effect delivery and requiring in addition to or a change in billing, or an additional movement of the car, or both.

INDUSTRIAL SWITCH: Intra-Terminal and Inter-Terminal switching service not immediately associated with road-haul service.

INTERCHANGE TRACK: Tracks on which cars are exchanged between connecting lines.

INTERMEDIATE CARRIER: The railroad which handles the consignment between the delivering and receiving railroad.

INTERMEDIATE SWITCH: Where IANR performs intermediate service between any two carriers.

INTER-TERMINAL SWITCH: Movement from a location on one carrier to the track connection with a different carrier within the limits of the same station.

INTRA-PLANT SWITCH: An Intra-Terminal switch within the confines of the same plant.

INTRA-TERMINAL SWITCH: Movement from one location to another location on the same carrier within the limits of the same station.

PRIVATE SIDING: A track of other than carrier ownership under the exclusive use or control of the owning party.

RECEIVING CARRIER: The railroad which receives consignment from connecting railroad.

RECIPROCAL SWITCHING: The movement of a loaded car from any elevator, warehouse, industry or place of business located on or adjoining any side track (not including team tracks or tracks serving warehouses owned by this company) to any connecting railroad at a junction point when destined to points outside the switching limits, or the movement of a loaded car from any connecting railroad at a junction point to any elevator, warehouse, industry or place of business located on or adjoining any side track (not including team tracks or tracks serving warehouses owned by this company), when originating at points outside of switching limits.

PUBLIC VERSION

IANR 8001B

ROAD-HAUL TRAFFIC: Shipments to or from a point outside the limits of the switching district, except as otherwise provided.

TEAM TRACK: A track of carrier ownership provided for the use of the public to load or unload carload freight.

Item 105 **Switching Charge on Loaded Cars Held for Instructions**

In the absence of specific provisions, the following will apply:

When on shipper's order, loaded cars are removed from industry or team tracks and held by carrier awaiting instructions, refer to Item 233 of IANR Rules Book 3001E or subsequent publications for applicable charges.

Item 125 **Switching Charges**

This Item is applicable only for the movement of cars at origin and destination stations. It is NOT for switching to other industries or railroads.

(A) Loads Removed Only: Charge is \$150 per car

(B) Loads Removed and Empties Placed: Charge is \$185 for the first car, and \$50 per car for each additional car coupled in series to the first.

(NO CHARGE FOR PLACING EMPTIES)

(C) Loads Moved to New "Spot": At terminal destination, the charge for moving to a different car for unloading other than the next car lined up in series is \$65 per car. If "skipped" load(s) must be held over to the following day, the loads removed switch charge will be applied as cars are switched for the next day's line-up series.

Item 130 **Date Of Absorbed Switching Charges**

The absorbed switching charge applicable, whether absorbed in whole or in part, will be the charge in effect on the date of the interchange notice of the loaded car.

Item 150 **Non Absorption of Intermediate Carrier's Switch Charge**

Unless specifically indicated, all rates in this tariff do not include intermediate switch charges.

Item 160 **Dimensional Shipments**

For carloads exceeding Plate F equipment (as published in "The Official Railway Equipment Register") or over 286,000 pounds in weight, including any other shipment which requires a special clearance of "Dimensional Movement File" NOT listed below by STCC, please call (319) 888-7070 for pricing.

PUBLIC VERSION

IANR 8001B

**SECTION 1
RECIPROCAL SWITCHING (See Item 100)
(Rates in Dollars Per Car Except as Noted)**

Item 1000 Between Manly Terminal and UP at Manly, IA

Applicable only between Manly Terminal and Manly UP on commodities listed:

<u>District</u>	<u>Commodity</u>	<u>STCC</u>	<u>RATE</u>
MT to Manly UP	Natural Gasoline, Only Suitable for Blending, Mixing, Refining	1321110	\$567
	Grease, Animal NEC	2013945	\$510
Item 1000	ALL FAT-GREASE	20143XX	\$510
	Liquid Animal Feed	2042135	\$567
	Corn Oil Liq or Solidfied	2046510	\$512
	DDG	2085940	\$512
	ALL OIL - Corn or Soybean	20923XX	\$510
	Sludge of Veg Fat or Oils	2093395	\$510
	Oil Foots, Sediments or Tank Bottoms	2093990	\$510
	Lignin Liquor	2611215	\$510
	Caustic Soda > 55% Concentrate	2812219	\$567
	Sodium Methylate	2812350	\$567
	Sodium Nitrate	2812336	\$512
	Calcium Chloride	2812632	\$510
	Methyl Naphthalene	2815204	\$567
	Acetone	2818105	\$567
	Diesel Exhaust Fluid	2818142	\$567
	Urea Liquor (32%)	2818146	\$567
	Butanol	2818414	\$567
	Butyl Alcohol	2818416	\$567
	Methanol	2818426	\$567
	Ethanol	2818446	\$567
	Glycerine, Crude (Spent Lye) Concentrated	2818510	\$510
	Glycerine, Crude (Spent Lye) Not Concentrated	2818515	\$510
	Glycerine Other than Crude	2818520	\$510
	Sulphuric Acid	2819315	\$567
	Iron Chloride, Other than Crude, Liq, Iron Muriate	2819522	\$567
	Iron Chloride, Crude, Liq, not less than 50% Water	2819523	\$567
	Phosphatic Fertilizer Solution	2871450	\$567
	Herbicide	2879963	\$567
	Sodium Chloride	2899112	\$567
	Fatty Acid Esters of Veg, Fish or Animal Oil	2899415	\$512
	Methyl Esters from Veg Oil for Diesel Fuel & Blending	2899416	\$567
	Gasoline, Nec	2911190	\$567
	Petroleum Distallate Fuel Oil or Gas Oil, not for Illuminating Purposes	2911315	\$567
	Petroleum Condensate	2911976	\$567
	Petroleum Naphtha	2911982	\$567
	Propane Gas Liquified	2912111	\$567
	Liquified Petroleum Gas (LPG), Compressed	2912190	\$567
	LQD	2912190	\$567
	Ceramic Proppant	3295975	\$510

PUBLIC VERSION

IANR 8001B

Item 1150 Between Viafield Manly, IA and UP at Manly, IA

Applicable only between Viafield and Manly UP on commodities listed:

	<u>Commodity</u>	<u>STCC</u>	<u>Rate</u>
Manly UP to Viafield Manly			
Item 1150	Salt	1471510	\$510
	Soybeans	0114410	\$680
	Corn	0113215	\$680

Item 1200 Between Manly Yard and Manly, IA

Applicable only between Manly Yard (Including TrinityRail Shop Tracks) and UP on commodities listed:

	<u>Commodity</u>	<u>STCC</u>	
Manly Yard to Manly UP	Empty Cars	3742217/3742297	\$275
Item 1200	Frac Sand - Singles	44132/144133/14413	\$510
	Frac Sand - Unit Train	44132/144133/14413	\$623
	Sand Empty	3742212	\$283
	Bulk Sugar	2062110	\$340
	Lumber	2421184	\$510
	Structural Beams, Joists, Girders	2439120	\$510
	Transformer	3612911	\$1,700
	Organic Corn	0113210/0113231	\$510
	Organic Wheat	00113715	\$510

Item 1225 Between Manly Logistics Park and UP Manly, IA

Applicable only between Manly Logistics Park and UP at Manly, IA on commodities listed:

Manly UP to Manly	<u>Commodity</u>	<u>STCC</u>	
Logistics Park	Steel	3312XXX	\$612
Item 1225			

Item 1250 Between Bryant Yard Waterloo, IA

Applicable only between IANR Bryant Yard - Waterloo and UP at Waterloo, IA on commodities listed:

PUBLIC VERSION

IANR 8001B

	<u>Commodity</u>	<u>STCC</u>	
Bryant Yard to UP Waterloo	Tomato Paste	2033615	\$330
Item 1250	Bagged Salt-Sodium Chloride	2899113	\$330
	Magnesium Chloride	2812659	\$330
	Calcium Chloride	2812632	\$330
	Lignin Liquor	2611215	\$330
	Waste oil	4025198	\$385
	Plastic	2821142	\$330
	Diatomaceous Earth	1491825	\$330

SECTION 2
INTRA-PLANT, INTRA-TERMINAL, INTER-TERMINAL AND MISCELLANEOUS SWITCHING
(See Item 100)
(Rates in Dollars Per Car Except as Noted)

Item 2000 Intra-Plant Switching Movements

Except as otherwise provided, a charge of \$185 per car will be assessed for each intra-plant movement.

Item 2150 Intra-Terminal Switching Movements

Except as otherwise provided, a charge of \$450 per car will be assessed for each intra-terminal movement.

Item 2200 Inter-Terminal Switching Movements

Except as otherwise provided, a charge of \$500 per car will be assessed for each inter-terminal movement.

Item 2250 Moving other cars to execute your request

Moving other cars out of the way on your track in order to pick up or place requested cars that would not otherwise require movement at that time.

Example: Moving a car that does not have valid shipping instructions in order to access a car with valid shipping instructions.

Except as otherwise provided, a charge of \$185 per car will be assessed for moving other cars to execute your requested movement.

Item 2251

Any switching not covered in the above definitions will be assessed a \$250 charge per car

EXPLANATION OF ABBREVIATIONS

ICC	Interstate Commerce Commission
IANR	Iowa Northern Railway Company
NSO	National Service Order
OPSL	Official List of Open and Prepay Stations
PC	Per car
RER	Official Railway Equipment Register, The
RPS	Railroad Publication Services
RR	Railroad
STB	Surface Transportation Board
STCC	Standard Transportation Commodity Code
UFC	Uniform Freight Classification
UP	Union Pacific Railroad