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January 4, 2017

FILED ELECTRONICALLY

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Part of
Public Record

Cynthia Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Re: Docket No. NOR 42151, CF Industries Sales, LLC v.
Canadian National Railway Company

Dear Ms. Brown:

Attached for filing in the above-referenced proceeding, please find CF Industries Sales, LLC's Complaint. We have forwarded a payment form to the Board's recordation office authorizing the payment of the \$350 filing fee.

Thank you for your attention to this matter.

Sincerely,


Peter A. Pfohl
An Attorney for
CF Industries Sales, LLC

Enclosures

FEE RECEIVED
January 4, 2017
SURFACE
TRANSPORTATION BOARD

FILED
January 4, 2017
SURFACE
TRANSPORTATION BOARD

CF INDUSTRIES SALES, LLC	)	
4 Parkway North, Suite 400	)	
Deerfield, IL 60015	)	
	)	
Plaintiff,	)	
	)	
v.	)	Docket No. NOR 42151
	)	
CANADIAN NATIONAL RAILWAY	)	
COMPANY	)	
935 de La Gauchetière Street West	)	
Montreal, Quebec H3B 2M9	)	
	)	
Defendant.	)	
	)	

CF INDUSTRIES SALES, LLC

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*Attorneys for Complainant
CF Industries Sales, Inc.*

DATED: January 4, 2017

	)	
CF INDUSTRIES SALES, LLC	)	
	)	
Plaintiff,	)	
	)	
v.	)	Docket No. NOR 42151
	)	
CANADIAN NATIONAL RAILWAY	)	
COMPANY	)	
	)	
Defendant.	)	
	)	

COMES NOW Plaintiff CF Industries Sales, LLC (“CF”) and files this Complaint under 49 U.S.C. §§ 10702, 10704, and 11701, seeking injunctive relief and a determination from the Board pertaining to certain common carrier tariffs and rules issued by Defendant Canadian National Railway Company (“CN”).

While CF has no control over CN's private railroad system, its trains, and its operations, CN seeks through its Tariff to dramatically shift railroad liability to CF. As set forth herein, CN's Tariff is unlawful as applied to CF's traffic because, among other things, it purports to unreasonably shift responsibility and liability for any train

accidents from CN and possibly third parties to CF in a myriad of events and actions even where CF is not named, responsible, or at fault, or is less than 1% at fault. It also improperly attempts to unilaterally re-write, alter, or avoid federal law and long established liability and indemnity law in the states that CN operates for CN's benefit and where the law has already assigned liability on the carrier. Additionally, it is unilaterally imposed, one-sided, and lacks reciprocity or agreement, and it includes undefined, and vague and ambiguous terms. Further, it negates and undermines carrier safety and safety incentives for the protection of the public that have been considered and factored into the prevention-oriented statutory and common law regimes governing liabilities and damages. Still further, CN brazenly attempts to expand its Tariff impacts by purporting to apply the Tariff to any and all "through movements" and even to "CN's interline partners participating in such movements, and their officers, agents, and employees." The implementation and attempted continuing enforcement of CN's Tariff constitutes an unreasonable practice in violation of Title 49, contravenes the National Rail Transportation Policy, and is contrary to the public interest.

CF seeks a determination from the Board that the implementation and continued attempted enforcement by CN of the Tariff constitutes an unreasonable and unlawful practice in violation of 49 U.S.C. § 10702(2). CF also asks that the Board enter an order directing CN to cease and desist from its unlawful practices and that the CN Tariff and any amended or successor Tariffs containing the same or similar practices, or that contain any other requirement that purports to unilaterally impose liability or

indemnity terms and conditions on CF, shall not be enforced or given effect in the provision of rail transportation service for CF by CN.

In support thereof, CF states as follows:

The Parties

1. Complainant CF is a subsidiary of CF Industries Holdings, Inc., a U.S. corporation headquartered in Deerfield, IL. CF and its affiliates are a global manufacturer and distributor of nitrogen fertilizer and other nitrogen products, including anhydrous ammonia, with seven North American production facilities. Two of these facilities, Courtright, Ontario, Canada, and Yazoo City, Mississippi, are served by CN, on which CF relies to transport its products safely to customers and storage facilities throughout North America.

2. Defendant CN is a Canadian corporation headquartered in Montreal, Quebec, Canada, and has numerous affiliates and subsidiaries. In conjunction with its subsidiaries, the company conducts rail operations in both the United States and Canada as a common carrier railroad.

The CN Liability/Indemnity Tariff

3. CN has established Tariff 9007-B, its “Toxic Inhalation Hazards (TIH) Tariff,” applicable to certain hazardous commodities. CN has incorporated by reference CN Tariff 9007-B, and its predecessor and successor versions, into its pricing authorities, including the common carrier pricing authorities applicable to CF’s rail transportation service as described herein.

4. Included in CN Tariff 9007-B is Item 6000, labeled “Liability and Indemnity.” A copy of this Tariff, in its current form, is appended in *Exhibit A* hereto, and is hereby incorporated by reference.

5. The CN Tariff provides as follows:

LIABILITY AND INDEMNITY

(a) Subject to paragraph (g), Customer shall indemnify and hold harmless CN for all loss, damage, or injury arising from or caused by any defects in the customer owned, controlled or leased equipment that is supplied to move the commodities listed in this Tariff, improper loading practices, or failure to properly close, secure, or tender loaded or empty equipment. Customer shall indemnify and hold harmless CN for all loss, damage, or injury arising from or caused by the presence of any trace of chemicals or contaminants in the commodity that are not described in the commodity's proper shipping name.

(b) Subject to paragraph (g), Customer shall indemnify and hold harmless CN from and against any and all claims, demands, liabilities, and lawsuits brought against CN by any third party or governmental agency under any theory of law that seeks to hold CN liable for any loss, damage, or injury caused or contributed to by, or resulting from or arising out of, Customer's act or omission, an act or omission of Customer's own customer or contractor, Customer's violation of any law or regulation, Customer's failure to accept delivery, or Customer's breach of any other requirement, including, but not limited to, Customer's failure to provide proper identification of the Hazardous Materials/Dangerous Goods to be transported, regardless of whether Customer relied on other parties for said identification.

(c) CN shall indemnify and hold harmless Customer from and against any and all loss, damage, or injury allocated to CN in proportion to its percentage of responsibility determined under paragraph (g).

(d) Customer shall indemnify and hold harmless CN from and against any and all claims for loss, damage, or injury, regardless of cause, resulting from an event that occurs subsequent to delivery of the lading to Customer, the consignee of the lading, another rail carrier, any contractor or other transporter designated by Customer, or an EPA-licensed treatment, storage, or clean-up/disposal site operator designated by Customer or the consignee of the lading.

(e) Customer shall indemnify and hold harmless CN for all loss, damage, or injury that is attributable to the release or spill of a Hazardous Material/Dangerous Good not specified on the bill of lading or manifest, regardless of the cause of any such release or spill.

(f) Customer shall indemnify and hold harmless CN from and against any and all claims, demands, lawsuits, or liability for loss, damage, or injury resulting from future use of, or exposure to, Customer-provided equipment, where such loss, damage, or injury arises out of or results from Customer's failure or negligence in inspecting and/or decontaminating equipment prior to its release to CN, a delivering railroad, or a motor carrier.

(g) Allocation of Liability: Insofar as loss, damage, or injury may be caused, in whole or in part, by the joint, contributory, or concurring negligence or fault of CN, responsibility for such loss, damage, or injury shall be adjudicated under principles of comparative fault in which the trier of fact shall determine the percentage of responsibility for CN, Customer, and any other negligent or at fault party. Customer shall be liable for all other loss, damage, or injury.

(h) CN and Customer intend to meet the requirements of the express negligence test as applicable under certain state laws in the United States. The indemnification provisions and allocation of responsibility set forth in this Item 6000 shall apply even if the loss, damage, or injury is alleged to have been caused in whole or in part by the negligence, negligence per se, or strict liability of the indemnified party.

(i) In the event that any other loss, damage, or injury not referenced in paragraphs (a) through (f) of this Item is caused by an unknown cause or by a third party not having a contractual relationship with either CN or Customer, then, to the extent that CN and Customer do not fully recover all such loss, damage, or injury from a third party, CN and Customer each shall bear such respective percentages of all such unrecovered loss, damage, or injury as the parties mutually agree in a writing signed by both parties, or as decided by binding arbitration.

(j) Knowledge on the part of either CN or Customer of any violation of any term of this Item by the other shall not constitute acquiescence in such violation or negligence by the non-violating party; in no event shall such knowledge relieve either CN or Customer of any of the indemnity or other responsibilities and obligations set forth or assumed in this item.

6. The Tariff was unilaterally established by CN without CF's agreement or consent, and has been objected to by CF.

7. Item 7000 of CN Tariff 9007-B includes a list of TIH product codes for various commodities covered by that Tariff, including anhydrous ammonia.

8. In addition to applying to shipments on the CN, Item 1000 of CN Tariff 9007-B also purports to incorporate and apply the liability and indemnity terms of the Tariff to all "through movements" with interline carriers, with all references in the Tariff to CN, and all underlying Tariff obligations to "apply to CN's interline partners participating in such movements, and their officers, agents, and employees." By its terms, the Tariff thus purports to impose full indemnity and hold harmless responsibilities on CF even after the tank car is transferred to connecting interline service, and is in a third-party carrier's exclusive custody, care, and control, regardless of whether CN's

tariff items are included or listed in the governing pricing authority. These terms also conflict with, and are contradictory to, CN's Tariff 9000-Series system rules providing that "when traffic moves over such other participating carriers, which may have a different service offering than that provided by CN, all shipments shall be under the exclusive control, and subject to the applicable tariffs, of these participating carriers while traffic is in their care."

9. Virtually all of the indemnity and hold harmless requirements and responsibilities of Parts (a), (b), (d), (e), and (f) of the CN Tariff still apply in instances where CF is not found at fault or is named as being potentially responsible or as a party defendant; where the commodity is in CN's exclusive custody, care, and control; where the law has otherwise imposed on CN responsibility for such liabilities (and limits or does not allow CN to shift such responsibility); and where there has been a governmental finding of CN responsibility.

10. Through Part (a) of the Tariff, CN first seeks to unilaterally impose on CF responsibility to "indemnify and hold harmless CN for all loss, damage, or injury," as defined by CN in the Tariff (Item 1000) to include over 20 individual types of possible liabilities "arising from or caused by" certain specified events or occurrences involving customer-provided equipment, or "caused by the presence of any trace of chemicals or contaminants in the commodity that are not described in the commodity's proper shipping name."

11. Specifically, "loss, damage, or injury" under the Tariff is defined by CN in Item 1000 as "any loss, damage, or injury that arises out of transloading, unloading,

loading, transportation or disposition (including treatment, storage, or disposal) of the commodities stipulated in this Tariff.” This includes, but is not limited to, the following:

- a) “loss or damage to property (including, without limitation, the property of any of the parties hereto) or to natural resources;”
- b) “injury, disability or death of any person or persons (including, without limitation, employees of CN);”
- c) “claims, suits, liabilities, damages, fines and penalties;”
- d) “costs of containment, cleanup, response actions, removal actions, remedial actions, and health assessments, as these terms are defined by applicable federal, provincial, state or local laws and regulations;”
- e) “fees including, but not limited to, attorney, consultant, and expert witness fees; and”
- f) “costs of investigation.”

12. Through Part (b) of the Tariff, CN also seeks to unilaterally impose on CF responsibility to indemnify and hold harmless CN for all third-party and governmental claims brought “under any theory of law” where “any loss, damage, or injury [was] caused or contributed to by” CF, or “resulting from or arising out of, Customer’s act or omission, an act or omission of Customer’s own customer or contractor,” or several other CN delineated “act[s] or omission[s],” including “Customer’s breach of any other requirement.” By its terms, the Tariff therefore purports to impose on CF full indemnity and hold harmless responsibilities even where CF is less than 1% responsible, and where CN is more than 99% responsible. Thus, the Tariff purports to impose on CF all indemnity and hold harmless responsibilities, even where CN’s acts of omissions may be the principal cause of injury, damage, and liability.

13. Additionally, through Part (d) of the Tariff, CN seeks to unilaterally require CF to “indemnify and hold harmless CN from and against any and all claims for loss, damage, or injury, regardless of cause” after the commodity is delivered to the “Customer, the consignee of the lading, another rail carrier, any contractor or other transporter designated by Customer, or an EPA-licensed treatment, storage, or clean-up/disposal site operator designated by Customer or the consignee of the lading.” By its terms, the Tariff thus purports to impose on CF full indemnity and hold harmless responsibilities even where CF is not found to be at fault, or after the tank car is transferred to “another rail carrier,” and is in that carrier’s exclusive custody, care, and control.

14. Further, through Part (e) of the Tariff, CN seeks to unilaterally require CF to “indemnify and hold harmless CN for all loss, damage, or injury that is attributable to the release or spill of a Hazardous Material/Dangerous Good not specified on the bill of lading or manifest, regardless of the cause of any such release or spill.”

15. Further, through Part (f) of the Tariff, CN seeks to unilaterally require CF to “indemnify and hold harmless CN from and against any and all claims, demands, lawsuits, or liability for loss, damage, or injury resulting from future use of, or exposure to, Customer-provided equipment,” in instances where the liability may arise from CF’s “failure or negligence in inspecting and/or decontaminating equipment prior to its release to CN” or other carriers.

16. CN unilaterally establishes one limited exception to the five expansive “indemnity and hold harmless” requirements it seeks to impose on CF. Part (c) of the

Tariff provides that “CN shall indemnify and hold harmless Customer from and against any and all loss, damage, or injury allocated to CN in proportion to its percentage of responsibility determined under paragraph (g).” Part (g), labeled “Allocation of Liability,” provides that “[i]nsofar as loss, damage, or injury may be caused, in whole or in part, by the joint, contributory, or concurring negligence or fault of CN, responsibility for such loss, damage, or injury shall be adjudicated under principles of comparative fault in which the trier of fact shall determine the percentage of responsibility for CN, Customer, and any other negligent or at fault party. Customer shall be liable for all other loss, damage, or injury.”

17. Part (g) of the Tariff does not specify where and how CF could show that liability was caused by the joint, contributory, or concurring negligence or fault of CN in order to invoke the limited indemnity and hold harmless provisions of Part (c). Also, by its terms Part (g) of the Tariff also only addresses the joint, contributory, or concurring negligence or fault of CN, and thus would potentially place responsibility on CF even where there is no joint, contributory, or concurring negligence or fault of CF. Additionally, by the terms of Parts (c) and (g), no rules, guidance, or procedures are referenced for determining CN’s percentage of responsibility under “principles of comparative fault,” and under which governing state or common law, and “principles of comparative fault” is undefined.

18. Further, through Part (h) of the Tariff, CN seeks to further unilaterally establish without CF’s agreement that “CN and Customer intend to meet the requirements of the express negligence test as applicable under certain state laws in the United States.”

CN does not describe which specific state laws this Part is designed to refer, nor does it define the “express negligence test.”

19. Through Part (i) of the Tariff, CN seeks to establish additional procedures for determining responsibility when there is an “unrecovered loss, damage, or injury” that “is caused by an unknown cause or by a third party not having a contractual relationship with either CN or Customer,” but only in instances where such liability is not previously referenced in Parts (a) through (f). CN provides in this Part that if it is determined that there is such liability resulting from an unknown or third party cause, “CN and Customer each shall bear such respective percentages of all such unrecovered loss, damage, or injury as the parties mutually agree in a writing signed by both parties, or as decided by binding arbitration.” Even if and when a determination could be made under Part (i) that there is such liability associated with an unknown or third party cause, this part then requires the parties to come to an agreement or be forced into binding arbitration over how “each shall bear such respective percentages of all such unrecovered loss, damage, or injury,” even where CF has not agreed to arbitrate the matter.

The CN Tariff as Applied to CF

20. Since 2010, when a subsidiary of CF Industries Holdings, Inc. acquired fertilizer producer Terra Industries, CF has expanded its business with CN. CF’s production facilities in Courtright, Ontario and Yazoo City, Mississippi, are directly located on CN’s rail lines. Since 2010, CF has invested over \$200 million at the Yazoo City plant, including over \$12 million in rail yard improvements, which has directly benefitted CN.

21. CF has received numerous safety handling awards from its rail carrier partners, including multiple CN Safe Handling Awards. CN notes that its “Safe Handling Award is presented to customers who load freight cars with dangerous goods and meet strict standards for the safe handling and shipment of regulated products. The winners must meet established criteria, according to the total number of shipments of dangerous goods for all facilities.”

22. CF ships approximately 170,000 tons of anhydrous ammonia annually from its Courtright and Yazoo City facilities via CN. Shipments from Courtright and Yazoo City to Decatur, Illinois via CN constitute the largest volume of shipments made annually from these facilities.

23. CF and CN worked diligently and cooperatively to establish this new traffic, including mutually beneficial pricing terms that helped secure the business. Since the beginning of 2016, CF actively and diligently sought to finalize long-term contractual arrangements with CN for the continued shipment of anhydrous ammonia from Courtright and Yazoo City to Decatur. Unfortunately, those efforts have reached a stalemate due solely to CN’s insistence on incorporating liability and indemnity provisions that are unreasonable, and on which CF Industries has not, and cannot agree for these to apply to any of its ammonia shipments tendered to CN.

24. CF has informed CN in its discussions and meetings that CF remains open to incorporation of a reasonable liability/indemnity provision into a contractual agreement, where the terms are fair, bilateral, and reasonably agreed to by the parties, with responsibility based on actual causation and each party’s negligent acts or

omissions. However, CN's attempts thus far to unilaterally establish one-sided liability/indemnity provisions on CF's ammonia service without CF's consent or agreement are unreasonable and invalid.

25. CN has issued common carrier pricing authorities, including CN Tariff 540766 and CN Tariff 520747, as revised, updated, and supplanted, which provide CN's common carrier rates for anhydrous ammonia issued and established by CN pursuant to its common carrier obligations, including under 49 U.S.C. § 11101, for shipments in shipper-supplied tank cars from Courtright and Yazoo City to Decatur, Illinois and other locations in the United States and Canada.

26. CN's common carrier pricing authorities applicable to CF's traffic, including CN Tariff 540766 and CN Tariff 520747, as revised, updated, and supplanted, incorporate by reference CN Tariff 9007.

27. CN's common carrier pricing authorities applicable to CF's traffic, including CN Tariff 540766 and CN Tariff 520747, as revised, updated, and supplanted, and the terms of the other separately published and incorporated CN tariffs, including the CN Tariff, were not negotiated or the subject of a mutual agreement between CF and CN.

COUNT I
(Unreasonable Practice – Customer Indemnity and Hold Harmless Requirements)

28. Plaintiff incorporates by reference the allegations in paragraph 1 through 27 of this Complaint, as if they were set forth fully herein.

29. CN's attempted unilateral imposition of the Tariff constitutes an unreasonable practice under 49 U.S.C. §10702(2) with respect to Parts (a), (b), (d), (e),

and (f), which taken together require CF to “indemnify and hold harmless CN” under provisions and conditions that are vague, ambiguous, one-sided, overbroad, and without the agreement or consent of CF.

30. CN’s attempted imposition of the Tariff also constitutes an unreasonable practice with respect to Parts (a), (b), (d), (e), and (f), because these Parts improperly attempt to unilaterally re-write, alter, supplement, override, or avoid longstanding indemnity and liability law established in the individual states in and through which CN operates in serving CF, for CN’s benefit.

31. Additionally, Parts (a), (b), (d), (e), and (f) of the Tariff are unreasonable because they contain no reciprocal CN indemnity and hold harmless obligations. Specifically, as to Part (a), the Tariff contains no reciprocal CN obligations with respect to carrier-provided equipment, or in instances where the liability may arise from CN’s acts or omissions with respect to proper commodity classification, the acceptance of hazardous materials tank cars, or the issuance of bills of lading/receipts. As to Part (b), the Tariff contains no reciprocal CN obligations for third-party and governmental claims where liability was caused or contributed to by CN, or may arise from CN’s acts or omissions. As to Part (d), the Tariff contains no reciprocal CN obligations to apply after the commodity is tendered by CF to CN, and is in CN’s exclusive custody, care, and control on its private railroad system. As to Part (e), the Tariff contains no reciprocal CN indemnity and hold harmless obligations in instances where the liability may arise from acts or omissions with respect to CN’s obligations pertaining to the issuance/receipt of bills of lading or manifest. Additionally, by its terms, the Tariff purports to impose on

CF full indemnity and hold harmless responsibilities where that accident did not arise from CF's acts or omissions with respect to the specification of hazardous materials in the bill of lading or manifest, where CN was otherwise fully aware of the specification of the hazardous materials, and even where CN is fully responsible for the liability. As to Part (f), the Tariff contains no reciprocal CN indemnity and hold harmless obligations associated with carrier-provided equipment or in instances where the liability may arise from acts or omissions with respect to CN's obligations to inspect railroad or customer-provided equipment prior to departure, or to inspect and maintain such equipment following departure. Thus, the Tariff fails to recognize or reflect that CN's acts or omissions may be the exclusive or principal cause of liability, yet it still purports to impose on CF all indemnity and hold harmless responsibilities.

32. Further, the indemnity provisions and CF's indemnity responsibilities under Parts (a), (b), (d), (e), and (f) of the Tariff are unwarranted, unreasonable, and contrary to National Rail Transportation Policy and the public interest in violation of 49 U.S.C. § 10702 because, for among other reasons: they improperly attempt to write indemnity and liability standards into a common carrier tariff; they improperly attempt to shift significant and expansive liability responsibilities on CF; they contravene state and federal law and public policy including, but not limited to, railroad employer and environmental strict liability regimes and state tort laws that do not allow for CN to reallocate railroad liability standards or for CN to force customers to be held liable for and indemnify CN against such liabilities and damages; they serve as an improper attempt to avoid CN's common carrier service obligations to CF; they adversely impact

carrier safety and safety incentives for the protection of railroad employees and the public that federal and state policymakers have considered and factored into the prevention-oriented statutory and common law regimes governing liabilities and damages; they impose liability on CF even where CF is not at fault at all, or where CN's acts or omissions may be the exclusive or principal cause of liability; and they further impose liability where the commodity is in CN's exclusive custody, care, and control and CF has no ability to affect or influence the rail operational risks which CN seeks to shift to CF, where the law has otherwise imposed on CN responsibility, or where there has been a governmental finding of CN responsibility.

COUNT II

(Unreasonable Practice – CN Indemnity and Hold Harmless Requirements; Customer Joint Liability and Binding Arbitration Requirements)

33. Plaintiffs incorporate by reference the allegations in paragraph 1 through 32 of this Complaint, as if they were set forth fully herein.

34. CN's attempted unilateral imposition of the Tariff constitutes an unreasonable practice under 49 U.S.C. §10702(2) with respect to Parts (c) and (g), which taken together attempt to severely and unreasonably limit CN's liability and indemnity responsibilities and contain provisions and conditions that are one-sided, overbroad, and without the agreement or consent of CF.

35. CN's attempted unilateral imposition of the Tariff also constitutes an unreasonable practice with respect to Parts (c) and (g) because these Parts contain no reciprocal CN indemnity and hold harmless obligations where the liability may be caused, in whole or in part, by the joint, contributory, or concurring negligence or fault of

CF, and with CN liable for all other loss, damage, or injury, except that allocated to CF in proportion to its percentage of responsibility.

36. Additionally, Parts (c) and (g) are unreasonably vague and ambiguous as no rules, guidance, or procedures are referenced for determining CN's percentage of responsibility under "principles of comparative fault," and under which governing state or common law, and "principles of comparative fault" is undefined. No governing forum or reviewing "trier of fact" is specified, presumably leaving comparative fault adjudication to be brought to the STB or some other unspecified, agreed-upon forum, on a case-by-case basis, using undefined or newly developed standards, rules, and principles. CF would presumably be responsible to fully indemnify and hold harmless CN from and against any and all liabilities in the absence of such an adjudication and final determination, which would likely be in many, if not most instances.

37. Further, Parts (c) and (g) of the Tariff are unreasonable because they do not address or take into account that, by its terms, even where no loss, damage, or injury is caused, in whole or in part, by the joint, contributory, or concurring negligence or fault of CF, CF is responsible for all liability except for liability "allocated to CN in proportion to its percentage of responsibility." Under these Parts, CF thus would once again be subject to liability in instances where CF is not found at fault or even named as being potentially responsible or as a party defendant; where the commodity is in CN's exclusive custody, care, and control; where the law has otherwise imposed on CN responsibility for such liabilities; and where there has been a governmental finding of CN responsibility.

38. Further, Parts (c) and (g) of the Tariff are unreasonable because they improperly attempt to unilaterally re-write, alter, supplement, override, or avoid longstanding indemnity and liability law established in the individual states in and through which CN operates in serving CF, for CN's benefit.

39. Further, Parts (c) and (g) of the Tariff are unwarranted, unreasonable, and contrary to National Rail Transportation Policy and the public interest in violation of 49 U.S.C. § 10702 because, for among other reasons: they improperly attempt to write indemnity and liability standards into a common carrier tariff; they improperly attempt to shift significant and expansive liability responsibilities on CF; they contravene state and federal law and public policy including, but not limited to, railroad employer and environmental strict liability regimes and state tort laws that do not allow for CN to reallocate railroad liability standards for CN or to force customers to be held liable for and indemnify CN against such liabilities and damages; they serve as an improper attempt to avoid CN's common carrier service obligations to CF; they adversely impact carrier safety and safety incentives for the protection of railroad employees and the public that federal and state policymakers have considered and factored into the prevention-oriented statutory and common law regimes governing liabilities and damages; they impose liability on CF even where CF is not at fault at all, or where CN's acts or omissions may be the exclusive or principal cause of liability; and they further impose liability where the commodity is in CN's exclusive custody, care, and control and CF has no ability to affect or influence the rail operational risks which CN seeks to shift to CF,

where the law has otherwise imposed on CN responsibility, or where there has been a governmental finding of CN responsibility.

COUNT III
(Unreasonable Practice – CN “Express Negligence Test” Requirements)

40. Plaintiffs incorporate by reference the allegations in paragraph 1 through 39 of this Complaint, as if they were set forth fully herein.

41. CN’s attempted unilateral imposition of the Tariff constitutes an unreasonable practice under 49 U.S.C. §10702(2) with respect to Part (h), whereby CN attempts to unilaterally establish, without CF’s agreement, that “CN and Customer intend to meet the requirements of the express negligence test as applicable under certain state laws in the United States.”

42. CN’s attempted unilateral imposition of the Tariff also constitutes an unreasonable practice with respect to Part (h) because this Part is unreasonably vague and ambiguous as it does not describe or identify which specific state laws this Part is designed to refer, nor does it define or identify the “express negligence test” or the underlying requirements of that test which CN attempts to require CN and CF to meet.

43. Additionally, Part (h) of the Tariff is unreasonable as it is an attempt by CN to force CF into an agreement through the auspices of a unilaterally established Tariff on matters in which CF has not agreed, and it attempts to severely and unreasonably limit CN’s liability and indemnity responsibilities through unilaterally established terms.

44. Further, Part (h) of the Tariff is unreasonable because it seeks to unilaterally re-write, alter, supplement, override, or avoid state law established in the

individual states in and through which CN operates in serving CF, for CN's benefit, or otherwise attempt to meet governing legal principles and rules "under certain state laws in the United States," that preclude such unilateral actions, including longstanding rules requiring parties to expressly agree to indemnify another from the consequences of the party's own fault or negligence.

COUNT IV
(Unreasonable Practice – CN's "Unknown Cause" and Third Party Liability and Indemnity Requirements)

45. Plaintiffs incorporate by reference the allegations in paragraph 1 through 44 of this Complaint, as if they were set forth fully herein.

46. CN's attempted unilateral imposition of the Tariff constitutes an unreasonable practice under 49 U.S.C. §10702(2) with respect to Part (i), which attempts to severely and unreasonably limit CN's liability and indemnity responsibilities with respect to liability "caused by an unknown cause or by a third party," and contains provisions and conditions that are vague, ambiguous, one-sided, overbroad, and without the agreement or consent of CF. It provides no rules, guidance, or procedures for determining whether there is an "unknown cause" or third party liability. No governing forum is identified, presumably leaving the matter to be brought to the STB or some other unspecified agreed-upon forum, on a case-by-case basis, using undefined or newly developed standards, rules, and principles.

47. CN's attempted unilateral imposition of the Tariff also constitutes an unreasonable practice with respect to Part (i) because, even if and when a determination could be made that there is liability associated with an unknown or third party cause, this

part is an attempt by CN to force CF into a mutual agreement through the auspices of a unilaterally established Tariff on matters in which CF has not agreed, and if the parties cannot agree, it then requires CF to be forced into binding arbitration over how “each shall bear such respective percentages of all such unrecovered loss, damage, or injury,” without CF’s agreement or consent. In the absence of an agreement, no governing arbitral forum or process is specified.

48. Additionally, Part (i) of the Tariff is unreasonable because it improperly attempts to unilaterally re-write, alter, supplement, override, or avoid longstanding indemnity and liability law established in the individual states in and through which CN operates in serving CF, for CN’s benefit.

49. Further, CF’s indemnity responsibilities under Part (i) of the CN Tariff are unwarranted, unreasonable, and contrary to National Rail Transportation Policy and the public interest in violation of 49 U.S.C. § 10702 because, for among other reasons: it improperly attempts to shift significant and expansive liability responsibilities on CF; it contravenes state and federal law and public policy including, but not limited to, railroad employer and environmental strict liability regimes and state tort laws which do not allow for CN to reallocate railroad liability standards or for CN to force customers to be held liable for and indemnify CN against such liabilities and damages; it serves as an improper attempt to avoid CN’s common carrier service obligations to CF; it adversely impacts carrier safety and safety incentives for the protection of railroad employees and the public that federal and state policymakers have considered and factored into the prevention-oriented statutory and common law regimes governing liabilities and damages; it imposes

liability on CF even where CF is not at fault at all, or where CN's acts or omissions may be the exclusive or principal cause of liability; and it further imposes liability where the commodity is in CN's exclusive custody, care, and control and CF has no ability to affect or influence the rail operational risks which CN seeks to shift to CF, where the law has otherwise imposed on CN responsibility, or where there has been a governmental finding of CN responsibility.

COUNT V

(Unreasonable Practice – Application of the Tariff to Through Movements and Interline Partners Requirements)

50. Plaintiffs incorporate by reference the allegations in paragraph 1 through 49 of this Complaint, as if they were set forth fully herein.

51. CN's attempted unilateral imposition of the Tariff constitutes an unreasonable practice under 49 U.S.C. §10702(2) with respect to its attempted incorporation and application of the liability and indemnity terms of Item 1000 of CN Tariff 9007-B to any and all "through movements" and to "CN's interline partners participating in such movements, and their officers, agents, and employees." It is improper and unreasonable for CN to attempt to establish tariffs for other carriers, or to impose on CF full indemnity and hold harmless responsibilities, once the tank car is transferred to connecting interline service and under third party pricing arrangements, and is in a third-party carrier's exclusive custody, care, and control.

52. CN's attempted unilateral imposition of the Tariff also constitutes an unreasonable practice with respect to its attempted incorporation and application of the liability and indemnity terms of Item 1000 of CN Tariff 9007-B to any and all such

“through movements” because it is in direct conflict with CN’s Tariff 9000-Series system rules providing that “when traffic moves over such other participating carriers, which may have a different service offering than that provided by CN, all shipments shall be under the exclusive control, and subject to the applicable tariffs, of these participating carriers while traffic is in their care.” The CN Tariff thus contains and incorporates provisions and conditions that are vague, ambiguous, conflicting, and contradictory.

53. This Complaint covers any changes to, or modifications of, the Tariff that CN may establish during the course of this proceeding, along with any successor Tariffs as incorporated into any and all CN common carrier pricing authorities applicable to CF’s traffic.

WHEREFORE, CF requests that Defendant CN be required to answer the charges herein; that after a hearing and investigation conducted pursuant to 49 U.S.C. § 10704(a)(1) and the Board’s implementing regulations, the Board find the implementation of and attempted continued enforcement of the Tariff by CN on CF constitutes an unreasonable and unlawful practice in violation of 49 U.S.C. § 10702(2) and is otherwise against the public interest and in violation of public policy; that the Board enter an order directing CN to cease and desist from its unlawful practices and that the Tariff and any amended or successor Tariffs containing the same or similar practices, or that contain any other requirement that purports to unilaterally impose liability or indemnity terms and conditions on CF, shall not be enforced or given effect in the provision of rail transportation for CF by CN; and that the Board grant to CF such other

and further relief as the Board may deem reasonable and necessary on the record presented.

Respectfully submitted,

/s/ Peter A. Pfohl
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DATED: January 4, 2017

*Attorneys for Complainant
CF Industries Sales, Inc.*

CERTIFICATE OF SERVICE

Pursuant to 49 C.F.R. § 1111.3, I hereby certify, that I have this 4th day of January, 2017 caused to be served copies of this Complaint by email, facsimile and overnight express courier on the Chief Legal Officer and the General Counsel U.S. of Canadian National Railway Company, as follows:

Sean Finn
Executive Vice-President Corporate Services
and Chief Legal Officer
Canadian National Railway Company
935 de La Gauchetiere St W., 16th Floor
Montreal QC H3B 2M9
Canada
sean.finn@cn.ca

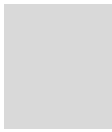
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/s/ Katherine F. Waring
Katherine F. Waring
An Attorney for Complainant

EXHIBIT A



Toxic Inhalation Hazards (TIH) Tariff

CN 9007-B

Effective December 2, 2016



Safety for our employees, our customers and our communities

At CN we are fully committed to the safety of our employees, our customers and the communities in which we operate. We are particularly diligent when it comes to the safe transportation of dangerous goods/hazardous materials, including Toxic Inhalation Hazards (TIH) shipments.

We rigorously apply the rules and regulations of Canadian and U.S. governmental and regulatory bodies when handling TIH shipments.

We work closely with the appropriate agencies to learn what (if any) further measures can be applied in order to best protect our environment while these shipments are in transit on our network.

As our customers upgrade their existing rail equipment to meet governmental safety guidelines, we continue to invest in infrastructure, equipment and technology supporting initiatives relating to the safe and secure shipment of TIH. We are also continually refining our processes and procedures – all to make shipping with CN your safest, most responsible transportation choice.

CN is a proud partner in Responsible Care®, a global movement committed to the continuous improvement of all aspects of the chemical industry's environmental, health, and safety performance.



DEFINITION**Item 1000**

As used in this Tariff, "CN" refers to Canadian National Railway Company and its operating railroad subsidiaries, as appropriate. References to "CN" and "Customer" in this Tariff shall include the officers, agents, employees, and parent, subsidiary and affiliated companies of CN and Customer, as well as their respective officers, agents, and employees. This Tariff also applies to through movements of the named commodities. Accordingly, where appropriate, references in this Tariff to CN, and to the underlying obligations of CN and Customer as stated herein, also refer to and apply to CN's interline partners participating in such movements, and their officers, agents, and employees.

As used in this Tariff, "EPA" means the United States Environmental Protection Agency.

For the purposes of this Tariff, "loss, damage or injury" shall mean any loss, damage, or injury that arises out of transloading, unloading, loading, transportation or disposition (including treatment, storage, or disposal) of the commodities stipulated in this Tariff including, but not limited to, loss or damage to property (including, without limitation, the property of any of the parties hereto) or to natural resources; injury, disability or death of any person or persons (including, without limitation, employees of CN); claims, suits, liabilities, damages, fines and penalties; costs of containment, cleanup, response actions, removal actions, remedial actions, and health assessments, as these terms are defined by applicable federal, provincial, state or local laws and regulations; fees including, but not limited to, attorney, consultant, and expert witness fees; and costs of investigation.

EQUIPMENT HANDLING**Item 2000**

As the commodities referred to in this Tariff are classified as Hazardous Materials in the United States and Dangerous Goods for the purpose of Canada's Transportation of Dangerous Goods Act, the following shall apply:

Equipment used under this Tariff shall be Customer-owned, controlled, or leased cars that will comply with all applicable laws and rules, regulations, specifications, standards and circulars for private railcars, including those established by the Association of American Railroads, the United States Department of Transportation, and the Federal Railroad Administration. The equipment also shall comply with Canada's Railway Safety Act, the Transportation of Dangerous Goods Act, and any other regulations or rules applicable to railway equipment. The equipment shall be in serviceable condition and be designed and constructed so as to assure the safe transport and storage of the contents thereof over CN's rail lines. Compliance with the requirements of this paragraph shall be the responsibility of the Customer providing the equipment. Such compliance in no way relieves the Customer or CN from any liabilities otherwise assumed under this Tariff.

TRANSPORTATION**ITEM 3000**

- (a) The commodity shipped shall be properly marked, labeled and placarded by the Customer as required by applicable laws and regulations. The commodity shall be accompanied by any documents required by law. Each bill of lading shall contain all information required by law and regulations, including Canada's Transportation of Dangerous Goods Act and Regulations and Hazardous Materials Regulations of the U.S. Department of Transportation, as published in Title 49 of the Code of Federal Regulations, as amended, supplemented and revised. The Customer warrants that it maintains and will maintain in effect all applicable registrations, permits, and licenses required under applicable laws and regulations.
- (b) In the event of any leakage, release, spillage, dumping or other discharge of the commodity while being transported by CN, the Customer, upon notification thereof by CN or other responsible parties, shall provide prompt advice as to the proper method of cleanup, disposal and other remedial actions to take with respect to such leakage, release, spillage, dumping or other discharge, and both parties shall cooperate fully to the extent reasonably necessary to expeditiously and prudently abate or eliminate any hazard. Nothing contained in this paragraph, however, shall alter the Customer's or CN's responsibilities and obligations under this Tariff.

RECOVERY OF ADDITIONAL COSTS DUE TO GOVERNMENT ACTION**ITEM 4000**

If actions by federal, provincial, state, or local governments ban, preclude, or otherwise restrict the transportation through their jurisdictions of commodities moving pursuant to this Tariff under routings normally used for Customer's traffic, and thereby require the re-routing of trains and/or cars carrying such commodities in a way that causes CN to incur additional costs, the Customer will be responsible for such costs. Such additional costs may include, but are not limited to, costs associated with added mileage, including labor and fuel costs, additional car and locomotive days, added intermediate car handlings, additional switching operations, and increased terminal dwell time. CN will advise the Customer of the anticipation and/or occurrence of additional costs that would give rise to Customer's obligations under this Item. Such costs will be added to the freight rates published herein and included in the calculation of total charges due from the Customer.

INSURANCE PROVISIONS**TEXT****ITEM 5000**

- (a) Customer shall maintain in force comprehensive or commercial general liability (including contractual liability) insurance with policy limits of not less than ten (10) million dollars (in the currency of the originating party) per occurrence. Such policy shall be endorsed to cover any and all liability and indemnity obligations assumed by Customer under this Tariff, and shall not contain any provisions excluding loss, damage, or injury arising out of or resulting from any incidents occurring, or doing business or conducting operations, on, near, adjacent to, or within any specified distance of any railroad track, right of way or facilities.
- (b) Customer shall have CN named as an additional insured under all such policies and shall, at CN's request, furnish evidence acceptable to CN certifying the existence of such insurance and, if requested by CN, copies of all such policies, including the additional insured endorsement, prior to CN's performance of service hereunder. Customer shall provide CN with thirty (30) days' advance written notice of any material change in, or cancellation of, Customer's insurance policies.
- (c) The coverages and limits set forth herein and provided by Customer's insurance in no way limit the Customer's liability under the terms of this Tariff.

LIABILITY AND INDEMNITY**TEXT****ITEM 6000**

- (a) Subject to paragraph (g), Customer shall indemnify and hold harmless CN for all loss, damage, or injury arising from or caused by any defects in the customer owned, controlled or leased equipment that is supplied to move the commodities listed in this Tariff, improper loading practices, or failure to properly close, secure, or tender loaded or empty equipment. Customer shall indemnify and hold harmless CN for all loss, damage, or injury arising from or caused by the presence of any trace of chemicals or contaminants in the commodity that are not described in the commodity's proper shipping name.
- (b) Subject to paragraph (g), Customer shall indemnify and hold harmless CN from and against any and all claims, demands, liabilities, and lawsuits brought against CN by any third party or governmental agency under any theory of law that seeks to hold CN liable for any loss, damage, or injury caused or contributed to by, or resulting from or arising out of, Customer's act or omission, an act or omission of Customer's own customer or contractor, Customer's violation of any law or regulation, Customer's failure to accept delivery, or Customer's breach of any other requirement, including, but not limited to, Customer's failure to provide proper identification of the Hazardous Materials/Dangerous Goods to be transported, regardless of whether Customer relied on other parties for said identification.
- (c) CN shall indemnify and hold harmless Customer from and against any and all loss, damage, or injury allocated to CN in proportion to its percentage of responsibility determined under paragraph (g).
- (d) Customer shall indemnify and hold harmless CN from and against any and all claims for loss, damage, or injury, regardless of cause, resulting from an event that occurs subsequent to delivery of the lading to Customer, the consignee of the lading, another rail carrier, any contractor or other transporter designated by Customer, or an EPA-licensed treatment, storage, or clean-up/disposal site operator designated by Customer or the consignee of the lading.
- (e) Customer shall indemnify and hold harmless CN for all loss, damage, or injury that is attributable to the release or spill of a Hazardous Material/Dangerous Good not specified on the bill of lading or manifest, regardless of the cause of any such release or spill.
- (f) Customer shall indemnify and hold harmless CN from and against any and all claims, demands, lawsuits, or liability for loss, damage, or injury resulting from future use of, or exposure to, Customer-provided equipment, where such loss, damage, or injury arises out of or results from Customer's failure or negligence in inspecting and/or decontaminating equipment prior to its release to CN, a delivering railroad, or a motor carrier.
- (g) Allocation of Liability: Insofar as loss, damage, or injury may be caused, in whole or in part, by the joint, contributory, or concurring negligence or fault of CN, responsibility for such loss, damage, or injury shall be adjudicated under principles of comparative fault in which the trier of fact shall determine the percentage of responsibility for CN, Customer, and any other negligent or at fault party. Customer shall be liable for all other loss, damage, or injury.
- (h) CN and Customer intend to meet the requirements of the express negligence test as applicable under certain state laws in the United States. The indemnification provisions and allocation of responsibility set forth in this Item 6000 shall apply even if the loss, damage, or injury is alleged to have been caused in whole or in part by the negligence, negligence per se, or strict liability of the indemnified party.

- (i) In the event that any other loss, damage, or injury not referenced in paragraphs (a) through (f) of this Item is caused by an unknown cause or by a third party not having a contractual relationship with either CN or Customer, then, to the extent that CN and Customer do not fully recover all such loss, damage, or injury from a third party, CN and Customer each shall bear such respective percentages of all such unrecovered loss, damage, or injury as the parties mutually agree in a writing signed by both parties, or as decided by binding arbitration.
- (j) Knowledge on the part of either CN or Customer of any violation of any term of this Item by the other shall not constitute acquiescence in such violation or negligence by the non-violating party; in no event shall such knowledge relieve either CN or Customer of any of the indemnity or other responsibilities and obligations set forth or assumed in this item.

LISTING OF TIH PRODUCT CODES**ITEM 7000**

The table below contains a list of TIH products by hazard class and proper shipping name code. This table is to be used solely as a reference guide. The Canadian Transportation of Dangerous Goods Regulations and the U.S. Department of Transportation Hazardous Materials Regulations remain the official sources for commodity listings of TIH products.

HMRC	Proper Shipping Name	UN/NA#	Packing Group	Hazard Zone	Hazard Class	Canada Only
NON-FLAMMABLE GASES, HAZARD CLASS 2.2						
4904211	AMMONIA SOLUTION	UN3318			2.2	
4904210	AMMONIA, ANHYDROUS	UN1005			2.2	
4904879	AMMONIA, ANHYDROUS	UN1005			2.2	
POISON GASES, HAZARD CLASS 2.3						
4920190	ADSORBED GAS, TOXIC, CORROSIVE, N.O.S.	UN3516		A	2.3	
4920551	ADSORBED GAS, TOXIC, CORROSIVE, N.O.S.	UN3516		B	2.3	
4920552	ADSORBED GAS, TOXIC, CORROSIVE, N.O.S.	UN3516		C	2.3	
4920553	ADSORBED GAS, TOXIC, CORROSIVE, N.O.S.	UN3516		D	2.3	
4920191	ADSORBED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.	UN3517		A	2.3	
4920554	ADSORBED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.	UN3517		B	2.3	
4920555	ADSORBED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.	UN3517		C	2.3	
4920557	ADSORBED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.	UN3517		D	2.3	
4920192	ADSORBED GAS, TOXIC, FLAMMABLE, N.O.S.	UN3514		A	2.3	
4920558	ADSORBED GAS, TOXIC, FLAMMABLE, N.O.S.	UN3514		B	2.3	
4920560	ADSORBED GAS, TOXIC, FLAMMABLE, N.O.S.	UN3514		C	2.3	
4920561	ADSORBED GAS, TOXIC, FLAMMABLE, N.O.S.	UN3514		D	2.3	
4920193	ADSORBED GAS, TOXIC, N.O.S.	UN3512		A	2.3	
4920562	ADSORBED GAS, TOXIC, N.O.S.	UN3512		B	2.3	
4920563	ADSORBED GAS, TOXIC, N.O.S.	UN3512		C	2.3	
4920564	ADSORBED GAS, TOXIC, N.O.S.	UN3512		D	2.3	
4920194	ADSORBED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.	UN3518		A	2.3	
4920565	ADSORBED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.	UN3518		B	2.3	
4920566	ADSORBED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.	UN3518		C	2.3	

HMRC	Proper Shipping Name	UN/NA#	Packing Group	Hazard Zone	Hazard Class	Canada Only
4920567	ADSORBED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.	UN3518		D	2.3	
4920198	ADSORBED GAS, TOXIC, OXIDIZING, N.O.S.	UN3515		A	2.3	
4920568	ADSORBED GAS, TOXIC, OXIDIZING, N.O.S.	UN3515		B	2.3	
4920569	ADSORBED GAS, TOXIC, OXIDIZING, N.O.S.	UN3515		C	2.3	
4920572	ADSORBED GAS, TOXIC, OXIDIZING, N.O.S.	UN3515		D	2.3	
4920360	AMMONIA SOLUTIONS	UN3318		D	2.3	
4920359	AMMONIA, ANHYDROUS	UN1005		D	2.3	
4920135	ARSINE	UN2188		A	2.3	
4920176	ARSINE, ADSORBED	UN3522		A	2.3	
4920349	BORON TRICHLORIDE	UN1741		C	2.3	
4920522	BORON TRIFLUORIDE	UN1008		B	2.3	
4920573	BORON TRIFLUORIDE, ADSORBED	UN3519		B	2.3	
4920715	BROMINE CHLORIDE	UN2901		B	2.3	
4920399	CARBON MONOXIDE, COMPRESSED	UN1016		D	2.3	
4920511	CARBON MONOXIDE, REFRIGERATED LIQUID	NA9202		D	2.3	
4920559	CARBONYL FLUORIDE	UN2417		B	2.3	
4920351	CARBONYL SULFIDE	UN2204		C	2.3	
4920523	CHLORINE	UN1017		B	2.3	
4920189	CHLORINE PENTAFLUORIDE	UN2548		A	2.3	
4920352	CHLORINE TRIFLUORIDE	UN1749		B	2.3	
4920574	CHLORINE, ADSORBED	UN3520		B	2.3	
4920516	CHLOROPICRIN AND METHYL BROMIDE MIXTURES	UN1581		B	2.3	
4920547	CHLOROPICRIN AND METHYL BROMIDE MIXTURES	UN1581		B	2.3	
4920392	CHLOROPICRIN AND METHYL CHLORIDE MIXTURES	UN1582		B	2.3	
4920527	COAL GAS, COMPRESSED	UN1023		C	2.3	
4920102	COMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.	UN3305		A	2.3	
4920303	COMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.	UN3305		B	2.3	
4920304	COMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.	UN3305		C	2.3	
4920305	COMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.	UN3305		D	2.3	
4920301	COMPRESSED GAS, TOXIC CORROSIVE, N.O.S.	UN3304		D	2.3	
4920324	COMPRESSED GAS, TOXIC CORROSIVE, N.O.S.	UN3304		B	2.3	
4920379	COMPRESSED GAS, TOXIC FLAMMABLE, N.O.S.	UN1953		D	2.3	
4920103	COMPRESSED GAS, TOXIC OXIDIZING, CORROSIVE, N.O.S.	UN3306		A	2.3	
4920101	COMPRESSED GAS, TOXIC, CORROSIVE, N.O.S.	UN3304		A	2.3	
4920331	COMPRESSED GAS, TOXIC, CORROSIVE, N.O.S.	UN3304		C	2.3	
4920165	COMPRESSED GAS, TOXIC, FLAMMABLE, N.O.S.	UN1953		A	2.3	
4920378	COMPRESSED GAS, TOXIC, FLAMMABLE, N.O.S.	UN1953		C	2.3	
4920396	COMPRESSED GAS, TOXIC, FLAMMABLE, N.O.S.	UN1953		B	2.3	
4920181	COMPRESSED GAS, TOXIC, N.O.S.	UN1955		A	2.3	
4920373	COMPRESSED GAS, TOXIC, N.O.S.	UN1955		D	2.3	
4920375	COMPRESSED GAS, TOXIC, N.O.S.	UN1955		C	2.3	

HMRC	Proper Shipping Name	UN/NA#	Packing Group	Hazard Zone	Hazard Class	Canada Only
4920570	COMPRESSED GAS, TOXIC, N.O.S.	UN1955		B	2.3	
4920307	COMPRESSED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.	UN3306		C	2.3	
4920308	COMPRESSED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.	UN3306		D	2.3	
4920104	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.	UN3303		A	2.3	
4920309	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.	UN3303		C	2.3	
4920310	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.	UN3303		D	2.3	
4920337	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.	UN3303		B	2.3	
4920395	CYANOGEN	UN1026		B	2.3	
4920178	CYANOGEN CHLORIDE, STABILIZED	UN1589		A	2.3	
4920107	DIBORANE	UN1911		A	2.3	
4920398	DICHLOROSILANE	UN2189		B	2.3	
4920174	DINITROGEN TETROXIDE	UN1067		A	2.3	
4920353	ETHYLENE OXIDE	UN1040		D	2.3	
4920342	ETHYLENE OXIDE AND CARBON DIOXIDE MIXTURE	UN3300		D	2.3	
4920180	FLUORINE, COMPRESSED	UN1045		A	2.3	
4920510	GAS IDENTIFICATION SET	NA9035			2.3	
4920534	GAS SAMPLE, NON-PRESSURIZED, TOXIC, FLAMMABLE, N.O.S.	UN3168			2.3	
4920536	GAS SAMPLE, NON-PRESSURIZED, TOXIC, N.O.S.	UN3169			2.3	
4920354	GERMANE	UN2192		B	2.3	
4920575	GERMANE, ADSORBED	UN3523		B	2.3	
4920515	HEXAETHYL TETRAPHOSPHATE AND COMPRESSED GAS MIXTURES	UN1612		C	2.3	
4920528	HEXAFLUOROACETONE	UN2420		B	2.3	
4920502	HYDROGEN BROMIDE, ANHYDROUS	UN1048		C	2.3	
4920503	HYDROGEN CHLORIDE, ANHYDROUS	UN1050		C	2.3	
4920504	HYDROGEN CHLORIDE, REFRIGERATED LIQUID	UN2186		C	2.3	
4920348	HYDROGEN IODIDE, ANHYDROUS	UN2197		C	2.3	
4920122	HYDROGEN SELENIDE ANHYDROUS	UN2202		A	2.3	
4920172	HYDROGEN SELENIDE, ADSORBED	UN3526		A	2.3	
4920513	HYDROGEN SULFIDE	UN1053		B	2.3	
4920115	INSECTICIDE GASES, TOXIC FLAMMABLE, N.O.S.	UN3355		A	2.3	
4920550	INSECTICIDE GASES, TOXIC, N.O.S.	UN1967		C	2.3	
4920381	LIQUEFIED GAS, TOXIC FLAMMABLE, N.O.S.	UN3160		D	2.3	
4920105	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.	UN3308		A	2.3	
4920311	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.	UN3308		B	2.3	
4920313	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.	UN3308		C	2.3	
4920315	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.	UN3308		D	2.3	
4920108	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.	UN3309		A	2.3	
4920314	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.	UN3309		B	2.3	
4920316	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.	UN3309		C	2.3	

HMRC	Proper Shipping Name	UN/NA#	Packing Group	Hazard Zone	Hazard Class	Canada Only
4920318	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.	UN3309		D	2.3	
4920164	LIQUEFIED GAS, TOXIC, FLAMMABLE, N.O.S.	UN3160		A	2.3	
4920380	LIQUEFIED GAS, TOXIC, FLAMMABLE, N.O.S.	UN3160		C	2.3	
4920382	LIQUEFIED GAS, TOXIC, FLAMMABLE, N.O.S.	UN3160		B	2.3	
4920195	LIQUEFIED GAS, TOXIC, N.O.S.	UN3162		A	2.3	
4920368	LIQUEFIED GAS, TOXIC, N.O.S.	UN3162		C	2.3	
4920369	LIQUEFIED GAS, TOXIC, N.O.S.	UN3162		D	2.3	
4920571	LIQUEFIED GAS, TOXIC, N.O.S.	UN3162		B	2.3	
4920110	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.	UN3310		A	2.3	
4920312	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.	UN3310		B	2.3	
4920320	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.	UN3310		C	2.3	
4920325	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.	UN3310		D	2.3	
4920111	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.	UN3307		A	2.3	
4920317	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.	UN3307		B	2.3	
4920319	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.	UN3307		C	2.3	
4920321	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.	UN3307		D	2.3	
4920518	METHYL BROMIDE	UN1062		C	2.3	
4920355	METHYL MERCAPTAN	UN1064		C	2.3	
4920394	METHYLCHLOROSILANE	UN2534		B	2.3	
4920113	NITRIC OXIDE AND DINITROGEN TETROXIDE MIXTURES	UN1975		A	2.3	
4920112	NITRIC OXIDE, COMPRESSED	UN1660		A	2.3	
4920175	NITROGEN TRIOXIDE	UN2421		A	2.3	
4920509	NITROSYL CHLORIDE	UN1069		C	2.3	
4920344	OIL GAS, COMPRESSED	UN1071			2.3	
4920530	ORGANIC PHOSPHATE, MIXED WITH COMPRESSED GAS	NA1955		C	2.3	
4920173	OXYGEN DIFLUORIDE, COMPRESSED	UN2190		A	2.3	
4920535	PARATHION AND COMPRESSED GAS MIXTURE	NA1967		C	2.3	
4920356	PERCHLORYL FLUORIDE	UN3083		B	2.3	
4920184	PHOSGENE	UN1076		A	2.3	
4920160	PHOSPHINE	UN2199		A	2.3	
4920171	PHOSPHINE, ADSORBED	UN3525		A	2.3	
4920326	PHOSPHORUS PENTAFLUORIDE	UN2198		B	2.3	
4920576	PHOSPHORUS PENTAFLUORIDE, ADSORBED	UN3524		B	2.3	
4920106	SELENIUM HEXAFLUORIDE	UN2194		A	2.3	
4920357	SILICON TETRAFLUORIDE	UN1859		B	2.3	
4920577	SILICON TETRAFLUORIDE, ADSORBED	UN3521		B	2.3	
4920167	STIBINE	UN2676		A	2.3	
4920508	SULFUR DIOXIDE	UN1079		C	2.3	
4920187	SULFUR TETRAFLUORIDE	UN2418		A	2.3	
4920526	SULFURY FLUORIDE	UN2191		D	2.3	
4920188	TELLURIUM HEXAFLUORIDE	UN2195		A	2.3	

HMRC	Proper Shipping Name	UN/NA#	Packing Group	Hazard Zone	Hazard Class	Canada Only
4920347	TRIFLUOROACETYL CHLORIDE	UN3057		B	2.3	
4920346	TRIFLUOROCHLOROETHYLENE, STABILIZED	UN1082		C	2.3	
4920371	TUNGSTEN HEXAFLUORIDE	UN2196		B	2.3	
FLAMMABLE LIQUIDS, HAZARD CLASS 3						
4909276	ETHYLENE OXIDE AND PROPYLENE OXIDE MIXTURES	UN2983	1		3	T
4907423	ISOCYANATES, FLAMMABLE, TOXIC, N.O.S.	UN2478	C		3	T
SPONTANEOUSLY COMBUSTIBLE, HAZARD CLASS 4.2						
4916138	PENTABORANE	UN1380	1	A	4.2	
OXIDIZERS, HAZARD CLASS 5.1						
4918505	BROMINE PENTAFLUORIDE	UN1745	1	A	5.1	
4918507	BROMINE TRIFLUORIDE	UN1746	1	B	5.1	
POISONS, HAZARD CLASS 6.1						
4921402	2-CHLOROETHANAL	UN2232	1	B	6.1	
4921495	2-METHYL-2-HEPTANETHIOL	UN3023	1	B	6.1	
4921741	3,5-DICHLORO-2,4,6- TRIFLUOROPYRIDINE	NA9264	1	B	6.1	
4921401	ACETONE CYANOHYDRIN, STABILIZED	UN1541	1	B	6.1	
4927007	ACROLEIN, STABILIZED	UN1092	1	A	6.1	
4921019	ALLYL ALCOHOL	UN1098	1	B	6.1	
4923113	ALLYL CHLOROFORMATE	UN1722	1	B	6.1	
4921004	ALLYLAMINE	UN2334	1	B	6.1	
4923209	ARSENIC TRICHLORIDE	UN1560	1	B	6.1	
4921727	BROMOACETONE	UN1569	2	B	6.1	
4921558	CHLOROACETONE, STABILIZED	UN1695	1	B	6.1	
4921439	CHLOROACETONITRILE	UN2668	1	B	6.1	
4923117	CHLOROACETYL CHLORIDE	UN1752	1	B	6.1	
4921204	CHLOROFORMATES, TOXIC, CORROSIVE, FLAMMABLE, N.O.S.	UN2742	2		6.1	T
4921414	CHLOROPICRIN	UN1580	1	B	6.1	
4921791	CHLOROPICRIN MIXTURES, N.O.S.	UN1583	1		6.1	T
4921746	CHLOROPIVALOYL CHLORIDE	NA9263	1	B	6.1	
4921248	CROTONALDEHYDE	UN1143	1	B	6.1	
4921010	CYCLOHEXYL ISOCYANATE	UN2488	1	B	6.1	
4921254	DIKETENE, STABILIZED	UN2521	1	B	6.1	
4921405	DIMETHYL SULFATE	UN1595	1	B	6.1	
4921251	DIMETHYLHYDRAZINE, SYMETRICAL	UN2382	1	B	6.1	
4921202	DIMETHYLHYDRAZINE, UNSYMMETRICAL	UN1163	1	B	6.1	
4921020	ETHYL CHLOROFORMATE	UN1182	1	B	6.1	
4927035	ETHYL ISOCYANATE	UN2481	1	A	6.1	
4921745	ETHYL PHOSPHONOTHIOIC DICHLORIDE, ANHYDROUS	NA2927	1	B	6.1	
4921742	ETHYL PHOSPHONOUS DICHLORIDE, ANHYDROUS	NA2845	1	B	6.1	
4921744	ETHYL PHOSPHORODICHLORIDATE	NA2927	1	B	6.1	
4921404	ETHYLDICHLOROARSINE	UN1892	1	B	6.1	
4921420	ETHYLENE CHLOROHYDRIN	UN1135	1	B	6.1	
4921497	ETHYLENE DIBROMIDE	UN1605	1	B	6.1	
4927006	ETHYLENEIMINE, STABILIZED	UN1185	1	A	6.1	
4921722	HEXACHLOROCYCLOPENTADIENE	UN2646	1	B	6.1	

HMRC	Proper Shipping Name	UN/NA#	Packing Group	Hazard Zone	Hazard Class	Canada Only
4921028	HYDROCYANIC ACID, AQUEOUS SOLUTIONS	UN1613	1	B	6.1	
4921239	HYDROGEN CYANIDE, SOLUTION IN ALCOHOL	UN3294	1	B	6.1	
4927014	HYDROGEN CYANIDE, STABILIZED	UN1051	1	A	6.1	
4923111	HYDROGEN CYANIDE, STABILIZED	UN1614	1		6.1	T
4927004	IRON PENTACARBONYL	UN1994	1	A	6.1	
4921211	ISOBUTYL CHLOROFORMATE	NA2742	1	B	6.1	
4927036	ISOBUTYL ISOCYANATE	UN2486	1	A	6.1	
4921699	ISOCYANATOBENZOTRI- FLUORIDES	UN2285	2		6.1	T
4921252	ISOPROPYL CHLOROFORMATE	UN2407	1	B	6.1	
4927037	ISOPROPYL ISOCYANATE	UN2483	1	A	6.1	
4921797	METAL CARBONYLS, LIQUID, N.O.S.	UN3281	1		6.1	T
4921440	METHACRYLONITRILE, STABILIZED	UN3079	1	B	6.1	
4921245	METHANESULFONYL CHLORIDE	UN3246	1	B	6.1	
4927038	METHOXYMETHYL ISOCYANATE	UN2605	1	A	6.1	
4921438	METHYL BROMIDE AND ETHYLENE DIBROMIDE MIXTURES, LIQUID	UN1647	1	B	6.1	
4927008	METHYL CHLOROFORMATE	UN1238	1	A	6.1	
4927012	METHYL CHLOROMETHYL ETHER	UN1239	1	A	6.1	
4921304	METHYL IODIDE	UN2644	1	B	6.1	
4927009	METHYL ISOCYANATE	UN2480	1	A	6.1	
4921487	METHYL ISOTHIOCYANATE	UN2477	1	B	6.1	
4921255	METHYL ORTHOSILICATE	UN2606	1	B	6.1	
4921695	METHYL PHOSPHONIC DICHLORIDE	NA9206	1	B	6.1	
4921008	METHYL PHOSPHONOUS DICHLORIDE	NA2845	1	B	6.1	
4927022	METHYL VINYL KETONE, STABILIZED	UN1251	1	A	6.1	
4921275	METHYLDICHLOROARSINE	NA1556	1	B	6.1	
4927011	METHYLHYDRAZINE	UN1244	1	A	6.1	
4921730	N-BUTYL CHLOROFORMATE	UN2743	1	B	6.1	
4921027	N-BUTYL ISOCYANATE	UN2485	1	B	6.1	
4927010	NICKEL CARBONYL	UN1259	1	A	6.1	
4921756	N-PROPYL CHLOROFORMATE	UN2740	1	B	6.1	
4927025	N-PROPYL ISOCYANATE	UN2482	1	A	6.1	
4921793	NITRILES, LIQUID, TOXIC, N.O.S.	UN3276	1		6.1	T
4921792	NITRILES, TOXIC, FLAMMABLE, N.O.S.	UN3275	1		6.1	T
4921796	ORGANOARSENIC COMPOUND, LIQUID, N.O.S.	UN3280	1		6.1	T
4921794	ORGANOPHOSPHORUS COMPOUND, LIQUID, TOXIC, N.O.S.	UN3278	1		6.1	T
4921795	ORGANOPHOSPHORUS COMPOUND, TOXIC, FLAMMABLE, N.O.S.	UN3279	1		6.1	T
4921473	PERCHLOROMETHYLMERCAPTAN	UN1670	1	B	6.1	
4921216	PHENYL ISOCYANATE	UN2487	1	B	6.1	
4921413	PHENYL MERCAPTAN	UN2337	1	B	6.1	
4921587	PHENYLCARBYLAMINE CHLORIDE	UN1672	1	B	6.1	
4921437	PHOSPHORUS OXYCHLORIDE	UN1810	1	B	6.1	
4921016	PHOSPHORUS TRICHLORIDE	UN1809	1	B	6.1	
4921207	SEC-BUTYL CHLOROFORMATE	NA2742	1	B	6.1	
4927039	SULFURYL CHLORIDE	UN1834	1	A	6.1	
4927026	TERT-BUTYL ISOCYANATE	UN2484	1	A	6.1	
4921463	TETRANITROMETHANE	UN1510	1	B	6.1	

HMRC	Proper Shipping Name	UN/NA#	Packing Group	Hazard Zone	Hazard Class	Canada Only
4921465	THIOPHOSGENE	UN2474	1	B	6.1	
4921462	TITANIUM TETRACHLORIDE	UN1838	1	B	6.1	
4921024	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.	UN3390	1	B	6.1	
4921287	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.	UN3390	1	B	6.1	
4921288	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.	UN3390	1	B	6.1	
4927028	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.	UN3389	1	A	6.1	
4921441	TOXIC BY INHALATION LIQUID, FLAMMABLE, CORROSIVE, N.O.S.	UN3489	1	B	6.1	
4927031	TOXIC BY INHALATION LIQUID, FLAMMABLE, CORROSIVE, N.O.S.	UN3488	1	A	6.1	
4921003	TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.	UN3384	1	B	6.1	
4921029	TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.	UN3384	1	B	6.1	
4927019	TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.	UN3383	1	A	6.1	
4921000	TOXIC BY INHALATION LIQUID, N.O.S.	UN3382	1	B	6.1	
4927018	TOXIC BY INHALATION LIQUID, N.O.S.	UN3381	1	A	6.1	
4921023	TOXIC BY INHALATION LIQUID, OXIDIZING, N.O.S.	UN3388	1	B	6.1	
4927024	TOXIC BY INHALATION LIQUID, OXIDIZING, N.O.S.	UN3387	1	A	6.1	
4921458	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, FLAMMABLE, N.O.S.	UN3491	1	B	6.1	
4927034	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, FLAMMABLE, N.O.S.	UN3490	1	A	6.1	
4921006	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, N.O.S.	UN3386	1	B	6.1	
4927023	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, N.O.S.	UN3385	1	A	6.1	
4921213	TRIMETHOXYSILANE	NA9269	1	B	6.1	
4921063	TRIMETHYLACETYL CHLORIDE	UN2438	1	B	6.1	
4821019	WASTE ALLYL ALCOHOL	UN1098	1	B	6.1	
4821722	WASTE HEXACHLOROCYCLO- PENTADIENE	UN2646	1	B	6.1	
4821029	WASTE, TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.	UN3384	1	B	6.1	
CORROSIVES, HAZARD CLASS 8						
4932010	BORON TRIBROMIDE	UN2692	1	B	8	
4936110	BROMINE	UN1744	1	A	8	
4930204	CHLOROSULFONIC ACID	UN1754	1	B	8	
4933327	ETHYL CHLOROTHIOFORMATE	UN2826	2	B	8	
4930024	HYDROGEN FLUORIDE, ANHYDROUS	UN1052	1	C	8	
4931201	NITRIC ACID, RED FUMING	UN2032	1	B	8	
4932379	SULFUR CHLORIDES	UN1828	1		8	T
4930050	SULFUR TRIOXIDE, STABILIZED	UN1829	1	B	8	
4930030	SULFURIC ACID, FUMING	UN1831	1	B	8	
4935231	TRICHLOROACETYL CHLORIDE	UN2442	2	B	8	
4830030	WASTE SULFURIC ACID, FUMING	UN1831	1	B	8	

 **NEW** New item

 **TEXT** Text change

 **D** Deleted item

 **\$** Price increase

 **\$** Price decrease

Summary of Revisions and Amendments

Item	Application	Issued date	Effective date	Description
1000	Definition	Nov. 1, 2016	Dec. 2, 2016	Added: "As used in this Tariff, "EPA" means the United States Environmental Protection Agency."
3000	Transportation	Nov. 1, 2016	Dec. 2, 2016	Removed the word "as" adjacent to "required by law" in (a).
5000	Insurance Provisions	Nov. 1, 2016	Dec. 2, 2016	Replaced "fifty (50) feet of" with "any specified distance" in (a).
6000	Liability and Indemnity	Nov. 1, 2016	Dec. 2, 2016	Amended (a), (b) and (c) and added (g) and (h).
7000	Listing of TIH Product Codes	Nov. 1, 2016	Dec. 2, 2016	Amended text by referencing The Canadian Transportation of Dangerous Goods Regulations and the U.S. Department of Transportation Hazardous Materials Regulations.

Effective December 2, 2016

CN 9007-B Issued November 1, 2016 by Corporate Marketing, Canadian National Railway Company,
935 de la Gauchetière Street West, Montréal, QC, H3B 2M9