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May 6, 2019

By Electronic Filing

Alison C. Davis
Acting Director
Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, DC 20423-0001

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Office of Proceedings
May 6, 2019
Part of
Public Record

Re: Soo Line Railroad Company—Pet. for Declaratory Order and Preliminary Injunction—Interchange With Canadian National, STB Fin. Docket No. 36299

Dear Ms. Davis:

CN submits this letter to respectfully request that the Board deny Soo Line Railroad Company d/b/a Canadian Pacific's ("CP's") request earlier today that the Board accept a reply to reply to allegedly "complete the record."

CP's letter adds nothing to the record except to restate its position and further confirm that CP has no justification for seeking a preliminary injunction. CP admitted in its Petition that interchange at the compromise location of Clearing Yard is "acceptable" and that CP is "willing" to deliver CN-bound interchange traffic there, but only if CN meets CP's demand that CN cover 100% of the costs of interchanging traffic in both directions. (CP Pet. at V.S. Walker ¶ 10; Ex. E p.2; Ex. G p.1). Where the parties have agreed on a feasible operational compromise, it is not reasonable to demand that the Board issue a preliminary injunction requiring continued Spaulding interchanges that block CN's single-track mainline and nearby grade crossings on a daily basis.

Far from completing the record, CP's letter actively confuses it by making a false claim that CN has "acknowledge[ed] that Kirk is unreasonable." CN has never said that, and Kirk Yard is plainly within CN's broad statutory discretion to designate as a reasonable point to receive interchange traffic. The fact that CN is willing to work with CP on a compromise at Clearing Yard—a compromise in which CN has agreed to share the costs and work of delivering CN-bound interchange traffic to Kirk Yard by meeting CP halfway at Clearing Yard (while CN would perform all the work to deliver CP-bound interchange traffic to CP's Bensenville

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Yard)—does not diminish CN's right to receive CN-bound interchange cars at Kirk Yard if CP does not wish to deliver those cars to Clearing Yard instead.

CN will respond in full to CP's Petition for a Declaratory Order within the time allotted by 49 C.F.R. § 1104.13(a). In the interim, CP's request for a preliminary injunction should be denied, for the reasons set forth in the Reply to Preliminary Injunction that CN filed on May 3.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. J. Warren', is written over the typed name.

Matthew J. Warren