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Public Record



CN/WC-17

BY HAND

The Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Case Control Unit
1925 K Street, N.W.
Washington, D.C. 20423-0001

Re: *Canadian National Railway Company, Grand Trunk Corporation and WC Merger Sub, Inc. – Control – Wisconsin Central Transportation Corporation, Wisconsin Central Ltd., Fox Valley & Western Ltd., Sault Ste. Marie Bridge Company, and Wisconsin Chicago Link, Finance Docket No. 34000*

Dear Secretary Williams:

Applicants seek leave to reply briefly in this letter to a so-called "Clarification Of The Record" filed by Vulcan Chemicals on July 31, 2001 (VUL-3). Vulcan's filing was in response to Applicants' Rebuttal of July 25, and Applicants will not other than by this letter have opportunity to comment on Vulcan's "clarified" request for a condition.¹

Vulcan now states that it is not asking the Board to override the switching agreement in effect at its Port Edwards plant. VUL-3 at 2. Instead, Vulcan wants the Board to impose a *permanent* limit on the switching charges, to become effective *after* the termination of the five-year agreement. *Id.*

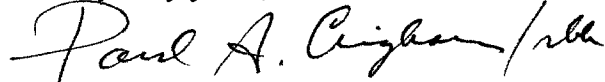
¹ Applicants do not oppose Vulcan's motion for leave to file, so long as the Board allows Applicants this brief response.

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Applicants oppose this request. As Applicants commented with respect to Vulcan's original request, "Vulcan does not attempt to show that there is any relation between the Transaction and its professed concerns regarding the level of switching rates at Port Edwards." CN/WC-16 at 74. There is no such showing in Vulcan's Clarification. *See* VUL-3 at 1 ("not for the purpose of further arguing [Vulcan's] position."). When the current agreement nears the end of its term (in December 2005), Applicants will consider commercially reasonable arrangements. Vulcan has provided no reason, and there is no reason, for the Board to substitute regulation for a commercial negotiation between the parties.

Enclosed is a diskette containing the text of this document in WordPerfect 6/7/8/9 format.

Very truly yours,

A handwritten signature in cursive script, reading "Paul A. Cunningham /rhh".

Paul A. Cunningham

Attorney for

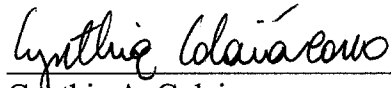
Canadian National Railway Company

Enclosure

cc: Parties of Record

CERTIFICATE OF SERVICE

I certify that I have this 6th day of August, 2001, served copies of the foregoing document, CN/WC-17, upon all known parties of record in this proceeding by first-class mail or a more expeditious method.



Cynthia A. Colaiacovo