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Writer's Direct Access
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June 19, 2006

Hon. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423

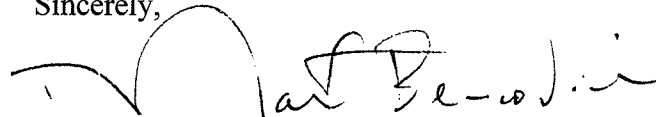
Re: Albemarle Corporation v. The Louisiana and North West Railroad Company,
STB Docket No. 42097; Reply to Motion to Dismiss

Dear Secretary Williams:

On behalf of Albemarle Corporation we are submitting herewith a Reply to the Motion to Dismiss filed by The Louisiana and North West Railroad Company on May 8, 2006, in accordance with the Board's Decision served May 30, 2006.

Your attention to this matter is appreciated.

Sincerely,



Martin W. Bercovici

Enclosure

cc: Edward J. Fishman, Esq. (via electronic mail)

**Before the
SURFACE TRANSPORTATION BOARD
Washington, DC 20423**

**ALBEMARLE CORPORATION v. THE LOUISIANA) Docket No. 42097
AND NORTH WEST RAILROAD COMPANY)**

**REPLY
OF
ALBEMARLE CORPORATION
TO
THE LOUISIANA AND NORTH WEST RAILROAD COMPANY'S
MOTION TO DISMISS COMPLAINT**

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Corporation

June 19, 2006

**Before the
SURFACE TRANSPORTATION BOARD
Washington, DC 20423**

**ALBEMARLE CORPORATION v. THE LOUISIANA) Docket No. 42097
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Albemarle Corporation ("Albemarle") respectfully submits this Reply to the Motion to Dismiss Complaint filed by The Louisiana and North West Railroad Company ("LNW") in the above-captioned proceeding ("Motion").

I. LNW Has Not Satisfied Its Burden to Support a Motion to Dismiss

The standard applied by the Board in evaluating a motion to dismiss is well established by precedent of both the Board and its predecessor, the Interstate Commerce Commission. "Granting a motion to dismiss requires that all factors be viewed in the light most favorable to complainant. Thus, motions to dismiss prior to the submission of evidence are generally denied, to insure that participants have a full and fair opportunity to meet their burden of proof. National Grain & Feed Ass'n v. Burlington N. R.R., Docket No. 40169 , slip op. at 4 (ICC served June 1, 1990)." *North America Freight Car Ass'n—Protest and Petition for Investigation—Tariff Publications of the Burlington Northern and Santa Fe Railway Co.*, STB Doc. No. 42060, slip op. at 9 (STB served Aug. 13, 2004). The Board further has held that "We dismiss proceedings only when we

find that there is no basis on which we could grant the relief sought. See Sierra Pacific Power Co. And Idaho Power Co. v. Union Pac. R.R., STB Docket No. 42101 (STB served Jan. 26, 1998); Grain Land Coop v. Canadian Pacific Limited et al., STB Docket No. 41687 (STB served Dec. 8, 1999).” *Petition For Declaratory Order—Nancy Hall v. Aloha International Moving Services, Inc., et al.*, SBT Docket No. 42048, slip op. at p. 4 (STB served Mar. 14, 2001).

LNW’s Motion is premised on the Verified Statement of Galen White, and on misstatements of Board precedent and legal principles. Rather than constituting a motion to dismiss based on the face of the complaint, LNW’s reliance on the White Verified Statement in effect constitutes a motion for summary judgment. At that, however, the Motion must fail inasmuch as Mr. White’s statement is replete with opinion and a self-asserted lack of knowledge.¹ Opinions are not facts, and ignorance of facts, which if known would in any event be of dubious relevance, cannot form the basis for dismissal or summary judgment of a complaint. By LNW’s own pleading, not only are there facts in contention but Albemarle has made shipments under the contract/LNW tariff combination which establishes a basis for the Board to grant relief to Albemarle. Thus, the Motion must be denied.

II. Albemarle Did Not Artificially Generate This Controversy

Albemarle did not initiate the controversy between the parties presently pending before the Board, and it did not artificially generate this proceeding. As detailed in the Formal Complaint as well as in the companion proceeding, Albemarle Corporation--

¹ Mr. White admits that he did not make a thorough review of Albemarle’s shipments and so does not know how many contract/tariff combination shipments have been made. Verified Statement of Galen White (“White V.S.”), associated with the Motion, at p. 3. In the following page-plus of his statement, Mr. White states “I believe” four (4) times, “I do not know” twice, and “I am not aware” and speculates “it is likely” each once. Mere argument is not probative evidence even if set forth in a verified statement.

Petition for Declaratory Order--Certain Rates and Practices of The Louisiana and North West Railroad Company, Docket No. 42096, LNW initiated this controversy by its Thanksgiving-eve, 2005, ambush of Albemarle's South Plant Supply Chain Manager and its extortionate demands related to switching, lease tracks and pipeline rights-of-way. As set forth in the Formal Complaint, LNW escalated the controversy when it substantially increased its linehaul revenue requirements and promptly thereafter substantially increased its Rule 11 tariff rates for service between Albemarle's South Plant and LNW's junctions with The Kansas City Southern Railway ("KCS") and the Union Pacific Railroad ("UP").² Albemarle's intent is to protect its business from LNW's exhibited intent to extort unreasonable revenues from Albemarle's reliance on LNW for rail transportation service.³ If there were any doubt about LNW's intentions, such doubt was conclusively dispelled when on the due date for this Reply LNW issued its second revision to its Rule 11 rates within a four (4) month span which increases the rates for chemicals moving between the South Plant and the interchange with KCS at Gibsland, LA by 62% to \$6,000, a distance of approximately 49 miles, and the rates between the South Plant and the interchange with UP at McNeil, AR by 50% to \$4,500, a distance of

² See Formal Complaint at p. 2.

³ Declaration of Walter Ilg ("Ilg Declaration"), associated herewith as Exhibit 1, at p. 1. Albemarle's intent is not to "force LNW to settle the dispute on unfavorable terms by imposing substantial costs on LNW to defend a baseless SAC complaint . . ." Motion at 2-3. Not only can Albemarle not force a settlement, but also the companion Docket No. 42096 proceeding, initiated on referral of the United States District Court for the Western District of Arkansas, entails issues of the reasonableness of rates and charges which Albemarle advised the Board it intends to also address under the stand-alone cost procedure. Petition for Declaratory Order at p. 8. (Application of the SAC procedure to Docket No. 42096 was acknowledged by LNW in its Reply in Docket No. 42096, at pp. 12-13 (Feb. 28, 2006).) Considering that Albemarle intends to proceed under the SAC methodology on both the line haul and the plant services rates and charges, and further considering that LNW provides both plant and line haul services on a unified basis entailing the same locomotives and crews which switch the plant at the time linehaul service is rendered, Albemarle asked the Board to consolidate the two proceedings. Indeed, whatever delay is occasioned by the Board's Ex Parte No 657 (Sub-No. 1) proceeding likely applies equally to Docket No. 42096 as to this proceeding.

approximately 13 miles.⁴ The cumulative increases over the four months amount to 100% and 80%, respectively.⁵

Albemarle did not precipitate the establishment of Rule 11 rates for the purpose of this proceeding. As LNW admits, LNW maintains a tariff governing the movements between its junctions with KCS and UP and Albemarle's South Plant. This tariff pre-existed the current controversy. LNW tariff 4030 was issued July 15, 2005. The superseding tariff, which is identified in Albemarle's Complaint, was issued February 17, 2006, and effected changes only in the rates for movement to and from Albemarle's South Plant. The argument that the rates are "local rates that apply only to traffic moving between points on LNW's line of railroad between McNeil and Gibsland and not as part of a through route"⁶ is specious. As LNW itself stated, "LNW interchanges all originating and terminating traffic on its line with the Union Pacific Railroad Company ("UP") in McNeil or the Kansas City Southern Railway Company ("KCS") in Gibsland."⁷ Inasmuch as there is no local move between those points other than connecting service, necessarily LNW's tariff rates are available as part of a through route. Moreover, the rates by their terms are "subject to LNW's Fuel Recovery Surcharge published in Freight Tariff LNW 9501," which itself is "Applicable only on traffic interchanged to or from [KCS or UP at Gibsland or McNeil, respectively]."⁸

⁴ See Freight Tariff LNW 4030-B, issued 06-19-2006, associated herewith as Exhibit 2.

⁵ The rates for movements to and from the steel company at Magnolia, AR, approximately 7 miles from the South Plant, remain unchanged and range from \$1,300 to \$2,000.

⁶ Motion at p. 6.

⁷ *Id.* at 3.

⁸ The LNW tariffs are associated with Albemarle's Formal Complaint as Ex. 1 and 2.

Albemarle exercises control over the transportation of its inbound and outbound shipments. The control over the outbound shipments is direct, as Albemarle is the consignor. LNW has so admitted.⁹ While historically transportation of inbound raw materials has been negotiated by Albemarle's suppliers, Albemarle nonetheless controls the arrangements for movement of the inbound shipments. This too has been acknowledged by LNW.¹⁰ In light of the situation with LNW, Albemarle has made a decision to exercise control over the transportation of its inbound raw materials.¹¹ Accordingly, Albemarle has entered into, and intends to continue to enter into, contracts with UP and KCS related to both inbound and outbound shipments, from and to the junctions with LNW, and has made, and is continuing to make, shipments in that manner.¹² Independently, LNW's Rule 11 tariff is available to those suppliers of Albemarle which may make their own contractual arrangements with KCS and UP.

LNW's discussion of Albemarle's shipments under its contract arrangements with KCS and UP is irrelevant. Contract terms are outside of the Board's jurisdiction. 49 U.S.C. §10709(c); *see also Central Power and Light Co. v. Southern Pac. Transp. Co.*, 1 S.T.B. 1059, 1074-1075 (1996) ("*Bottleneck I*"), *clarified*, 2 S.T.B. 235 (1997)

⁹ See Reply of The Louisiana and North West Railroad Company, STB Docket No. 42096, at pp. 5-6 (Feb. 28, 2006).

¹⁰ *Id.* at pp. 5-6, n. 5.

¹¹ Ilg Declaration at p. 1.

¹² *Id.* at p. 1. The White V.S. concerning Albemarle's shipments under its contract arrangement with LNW's connecting linehaul carriers is erroneous. Mr. White admits that he did not conduct a complete review of the Albemarle shipping documents, White V.S. at 3; and Albemarle has made more shipments than described by Mr. White. Ilg Declaration at p. 1. More importantly, there is no requirement that any number of, or indeed any, shipments must be made before the filing of a complaint; rather, all that is required is the intent to ship under the contract. *FMC Wyoming Corp. v. Union Pac. R. Co.*, 2 S.T.B. 766, 770-771 (1997), ("*FMC Wyoming*"), *aff'd sub nom. Union Pac. R. Co. v. Surface Transp. Bd.*, 202 F.3d 337 (D.C. Cir. 2000). LNW further errs in implying that the UP agreement was limited to a single movement. Motion at p. 7; White V.S. at p. 4. While the contract is identified by the legend "UPOTMQ", this contract is not limited to one movement, or to any specific number of movements. Ilg Declaration at p. 2.

(“*Bottleneck II*”), *aff’d sub nom. MidAmerican Energy Co. v. STB*, 169 F.3d 1099 (8th Cir. 1999). *See also FMC Wyoming Corp. v. Union Pac. RR Co.*, 2 S.T.B. 766, 769 (1997) (“*FMC Wyoming*”). Moreover, insofar as price is concerned, if LNW’s speculation concerning the relative cost to Albemarle were correct, the Board has recognized that rejection of a contract in favor of a tariff rate in order to seek a rate prescription likely entails a price penalty to the shipper. *See Major Issues in Rail Rate Cases*, STB Ex Parte No. 657 (Sub-No. 1), slip. op. at p. 7 (released Feb. 27, 2006).¹³

III. The Board’s Bottleneck Decisions and Their Progeny Support Albemarle’s Complaint

LNW’s Motion relies on background discussion from the Board’s *Bottleneck I* decision and cites incompletely and out of context to *Bottleneck II*. For example, where LNW cited to the *Bottleneck* decisions for the proposition that LNW has the right to determine routing with its connecting carriers, the *Bottleneck* decisions concerned the defendant carriers’ right to protect their long haul movements. Here, that is not an issue. LNW interchanges with KCS and UP at one and only one junction for each carrier. LNW has no routing interest to protect *vis-à-vis* an overlapping and competitive interest of the interchanging carrier. Nor does LNW have the absolute right to control its routings with its connecting carriers. *See* 49 U.S.C. § 10742; *Bottleneck I* at p. 1075, *Bottleneck II* at p. 245, *FMC Wyoming* at p. 769.

¹³ LNW’s Mr. White states he offered LNW a joint through rate with UP. White V.S. at p. 3. Such an offer was not solicited by Albemarle, and Mr. Ilg has neither recollection nor record of such an offer. Ilg Declaration at p. 2. Moreover, the offer was for a contract service arrangement, not common carriage, *see* Ex. B to White V.S.; and just as a shipper cannot force a contract on a railroad, a railroad cannot force a contract on a shipper. LNW’s so-called offer has no relevance to this proceeding. *Accord, FMC Wyoming* at p. 770.

Similarly, LNW misrepresents the Board's discussion of the complainants' efforts in the *Bottleneck* cases to challenge single-car rates.¹⁴ The utility complainants there each had challenged a single car rate and asked the Board to prescribe a unit-train rate for their coal movements. It was in that context in which the Board made the comment cited by LNW that it would not "entertain challenges to single-car rates unless they are the rates actually moving the traffic or *intended to move the traffic*." (Emphasis added.) *Bottleneck I* at p. 1065; see also *id.* at p. 1061. This clearly is not the case here, where LNW's single car rates are available to, currently do, and are intended in the future to, move Albemarle's traffic.

The Board clearly stated in *Bottleneck I*:

Thus, where through-route service combines contract and proportional rates, a shipper may present a rate reasonableness challenge to the discrete bottleneck proportional rate, tested by the stand-alone cost for the bottleneck segment.

Bottleneck I at p. 1075 (footnote omitted). And in *Bottleneck II*, the Board stated:

. . . In MidAmerican's hypothetical, the origin carrier, through its contract with the shipper to provide service over the non-bottleneck segment, has necessarily declined to enter into a unitary, joint-rate arrangement with the bottleneck carrier, and that choice must be accommodated with the bottleneck carrier's own preferences.

In those circumstances, the bottleneck carrier cannot insist on only providing joint-rate service and, as a result, refuse service when it is unable to make those rates; instead, its common carrier obligation requires it to provide a rate necessary to complete the transportation. As we determined in our *Bottleneck* decision, because we lack jurisdiction to review the reasonableness of the terms associated with the portion of the movement covered by the contract, the rate provided by the bottleneck carrier in these circumstances (likely a proportional rate) would be separately challengeable on rate reasonableness grounds. *Bottleneck*, 1 S.T.B. at 1074-75.

¹⁴ Motion at p. 9, citing to *Bottleneck I* at p. 1065, n. 10.

Bottleneck II at 245 (footnotes omitted).

These principles were applied by the Board in *FMC Wyoming, supra*, as follows:

In *Bottleneck I*, we explained that an origin bottleneck carrier (such as UP in this case) cannot refuse to provide the origin portion of transportation to a destination that it does not serve; rather, the bottleneck carrier must tender the traffic to a connecting carrier at a reasonable interchange point and provide a route and rate allowing the transportation to be completed. Here, it is clear that UP cannot provide transportation to FMC's destinations beyond the UP gateways, and there is no dispute over the availability of these interchange points or of the routes involved. Under its existing contracts with FMC, UP provides service to these very gateways for interchange with the same carriers with which FMC has contracted for future destination service.

In *Bottleneck I*, we further determined that, notwithstanding prior precedent generally restricting rate reasonableness challenges to origin-to-destination rates, when the non-bottleneck segment of a through route is covered by a railroad/shipper contract, the rate covering the bottleneck segment is separately challengeable because, under 49 U.S.C. 10709(c)(1), we are without jurisdiction over the contract rates. 1 S.T.B. at 1074. It is this conclusion that has precipitated the dispute here. If not for the possibility that a UP common carriage proportional rate may be separately challenged when used in combination with a contract rate, UP would have no reason to resist establishing an origin proportional rate that could be used in combination with a destination contract rate. As we further explained in *Bottleneck II* (2 S.T.B. at 242-45), however, notwithstanding UP's reluctance to have its proportional rate separately challenged, once a shipper has a contract rate for transportation to or from an established interchange, the bottleneck carrier must provide a rate that permits the shipper to utilize its contract with the non-bottleneck carrier.

UP interprets its obligation under *Bottlenecks* to establish a separately challengeable segment rate as applying only to those situations where a contract rate is the only available rate for the non-bottleneck segment. In UP's opinion, it is only in those circumstances that the Board has found that the common carrier obligation to provide service overrides the bottleneck carrier's rate initiative to establish any form of rate it deems appropriate. Because CSXT already maintains common carriage proportional rates, in Tariff TSCSXT 4012, potentially applicable to traffic

moving from the Chicago and East St. Louis gateways to the FMC destinations served by CSXT, UP contends that, by providing a proportional rate to be used with CSXT's common carriage rates, it has met its obligation to provide FMC with a rate that enables FMC to complete its movement. While UP's proportional rate would preclude FMC from using its contract rate with CSXT, UP contends that, in these circumstances, it has no duty under *Bottlenecks* to provide a rate in the form sought by FMC (i.e., a proportional rate to be used in conjunction with a subsequent contract movement). UP misinterprets *Bottlenecks*, and it cannot effectively thwart the right of FMC and its destination rail carriers to make separate transportation contracts in this way.

In *Bottleneck II*, we explained that the bottleneck carrier's rate discretion is not absolute, and that where a connecting carrier and shipper have entered into a transportation contract to govern service over the non-bottleneck segment of an established through route, the bottleneck carrier can no longer insist on cooperative common carriage through rate arrangements. 2 S.T.B. at 244-45 & n.13&14. Thus, a bottleneck carrier cannot unilaterally impose restrictions that would preclude a connecting carrier from moving the traffic under a contract rate.

The fact that, in addition to the contract rate, CSXT here maintains a common carriage proportional rate that is potentially available for the traffic at issue does not warrant a different result. Implicit in *Bottlenecks* is the presumption that, where a shipper and a carrier have recently entered into a transportation contract, the contract rate is intended to govern the movement of the traffic.

FMC Wyoming at 769-771. See also *Union Pac. R. Co. v. Surface Transp. Bd.*, 202 F.3d at 344.

A further analogous situation was addressed by the Board in the "AEPCO" case.

In denying a motion to dismiss by the defendant railroads, the Board ruled:

On April 4, 2001, defendants filed a motion to dismiss the amended complaint to the extent it challenges the reasonableness of unit-train coal rates from PRB mines. They first argued that AEPCO could not challenge the reasonableness of the previously effective rates for coal transportation from Wyoming and Montana because AEPCO had never shipped coal under those rates. Motion to Dismiss at 1. However, AEPCO has since moved at least one trainload of coal from the PRB, and AEPCO states that it intends to acquire additional PRB coal pursuant to a new coal

blending program that it has undertaken, which requires procurement of coal from a variety of regions.

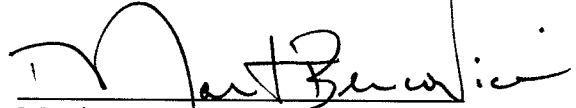
Arizona Elec. Power Coop., Inc. v. The Burlington Northern and Santa Fe Ry. Co., STB Docket No. 42058 at 2 (STB, served Dec. 31, 2001) (footnotes omitted). The same facts exist here: Albemarle has moved traffic under the LNW tariff (in conjunction with contracts with LNW's connecting carriers), and Albemarle intends to continue to do so in the future for both inbound and outbound movements.

Clearly, under the *Bottleneck I and II* decisions, under the implementing precedent of *FMC Wyoming*, and under the directly relevant precedent of *Arizona Electric*, Albemarle's complaint is well founded. LNW concedes that Albemarle has made at least one shipment under the bottleneck tariff rate (LNW acknowledges two shipments taking into account both the current tariff and the superseded version of its current tariff), and Albemarle clearly intends to make more shipments under the tariff. LNW has presented no evidence or precedent to demonstrate that as a matter of law Albemarle is not entitled to an adjudication of the reasonableness of LNW's bottleneck rates.

Wherefore, the premises considered, Albemarle Corporation respectfully requests the Surface Transportation Board to DENY the Motion to Dismiss of The Louisiana and North West Railroad Company, and to initiate formal proceedings under the stand-alone cost methodology.

Respectfully Submitted,

ALBEMARLE CORPORATION



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June 19, 2006

**Declaration
Of
Walter Ilg**

My name is Walter Ilg. I am Director of Global Logistics for Albemarle Corporation. My office is at 451 Florida Street, Baton Rouge, Louisiana. I have held my current position for two and one-half years.

I have reviewed the Verified Statement of Galen White submitted to the Surface Transportation Board in STB Docket No. 42097 in conjunction with the Motion to Dismiss of The Louisiana and North West Railroad Company ("LNW").

Since late November, 2005, when LNW gave notice of cancellation of switching, track leases and pipeline rights-of-way unless Albemarle acceded to demands for very substantial price increases, we have been reexamining how we do business with LNW. This review has extended to our line haul movements.

In 2006, we obtained contracts with the Kansas City Southern and Union Pacific railroads for linehaul service for materials moving both into and out of our South Plant near Magnolia, Arkansas. After securing contracts from both carriers, we initiated movements under those contracts, in conjunction with LNW's published linehaul rates between the junctions with its connecting carriers and the South Plant. We have made more than the two movements mentioned by Mr. White in his statement; and we are continuing to ship materials under a combination of contracts with KCS and UP and the LNW tariff. Our objective is to control our transportation to limit our exposure to LNW's arbitrary and excessive pricing of our inbound and outbound transportation movements.

I read Mr. White's statement about offering us a joint through contract rate on March 1, 2006. We did not request such a rate from LNW, and I do not recall any discussion with Mr. White or other LNW representatives about this movement. I do not recall receiving the e-mail Mr. White represents he sent to me, and I did not find such a message in a review of both the inbound and the deleted directories on my office computer.

Finally, the UP transportation agreement referenced by Mr. White, UP OTMQ113154, is not, as Mr. White describes, applicable only to a single movement. There is no limit on the number of shipments eligible to be transported under that transportation agreement.

I, Walter Ilg, declare under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to make this statement.

Executed on this 15 day of June, 2006.

A handwritten signature in black ink, appearing to be 'Walter Ilg', written over a horizontal line.

THE LOUISIANA AND NORTH WEST RAILROAD COMPANY

FREIGHT TARIFF LNW 4030-B (Cancels Freight Tariff LNW 4030-A)

NAMING
PRICES
ON
Chemicals;
Iron or Steel Billets;
Petroleum or Petroleum Products;
Plastics, Synthetic

FROM	TO	PRICE
STATIONS ON LNW	STATIONS ON LNW	See Attached Price Exhibit

Governed, except as otherwise provided herein, by the Official Railroad Station List, OPSL 6000-series, Railinc, Agent, supplements thereto or successive issues thereof.

Explanation of References - (D) - Decrease. (I) - Increase. (NC) - No Change. (PT) - Per Ton of 2,000 lbs. (PC) - Per Car.

ISSUED: 06-19-2006

EFFECTIVE: 07-09-2006
(Except as otherwise provided)

ISSUED BY:
G. L. White
Marketing Manager
The Louisiana and North West Railroad Company
P. O. Box 60
304 West Main
Homer, LA 71040

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

PRICE EXHIBIT for TARIFF LNW 4030-B
PRICES IN DOLLARS PER 100 POUNDS, EXCEPT AS NOTED

Price Sheet
1.000

STCC#	COMMODITY-ORIGIN-DESTINATION-ROUTE-PRICE-MINIMUM WEIGHT
28 000 00 thru 28 999 91 Except as otherwise provided.	Chemicals or allied products.
	FROM: ETHYL AR TO: GIBSLAND LA Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$6,000.00(PC)(I)
	FROM: ETHYL AR TO: McNEIL AR Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$4,500.00(PC)(I)
	FROM: GIBSLAND LA TO: ETHYL AR Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$6,000.00(PC)(I)
	FROM: GIBSLAND LA TO: McNEIL AR Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$6,200.00(PC)(I)
	FROM: McNEIL AR TO: ETHYL AR Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$4,500.00(PC)(I)
	FROM: McNEIL AR TO: GIBSLAND LA Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$6,200.00(PC)(I)
28 211 00 thru 28 211 99	Plastic materials or synthetic resins or nonvulcanizable elastomers.
	FROM: GIBSLAND LA TO: STATIONS ON LNW Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$3,500.00(PC)
	FROM: McNEIL AR TO: STATIONS ON LNW Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$3,200.00(PC)
	FROM: STATIONS ON LNW TO: GIBSLAND LA Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$3,500.00(PC)
	FROM: STATIONS ON LNW TO: McNEIL AR Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$3,200.00(PC)

For explanation of ABBREVIATIONS and REFERENCE MARKS not explained herein, see concluding pages of this tariff.

PRICE EXHIBIT for TARIFF LNW 4030-B
PRICES IN DOLLARS PER 100 POUNDS, EXCEPT AS NOTED

Price Sheet
2.000

STCC#	COMMODITY-ORIGIN-DESTINATION-ROUTE-PRICE-MINIMUM WEIGHT
29 119 00 thru 29 119 99	Petroleum refining products, nec exc. liquefied petroleum gases - see 29121 or petroleum coke - see 29913 FROM: ETHYL AR TO: GIBSLAND LA Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$3,700.00(PC) FROM: ETHYL AR TO: McNEIL AR Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$3,000.00(PC) FROM: GIBSLAND LA TO: ETHYL AR Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$3,700.00(PC) FROM: GIBSLAND LA TO: McNEIL AR Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$3,800.00(PC) FROM: McNEIL AR TO: ETHYL AR Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$3,000.00(PC) FROM: McNEIL AR TO: GIBSLAND LA Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$3,800.00(PC)
33 121 00 thru 33 121 99	Steel ingot or semi-finished shapes. FROM: GIBSLAND LA TO: MAGNOLIA AR Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$2,000.00(PC) FROM: GIBSLAND LA TO: McNEIL AR Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$2,200.00(PC) FROM: MAGNOLIA AR TO: GIBSLAND LA Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$2,000.00(PC) FROM: MAGNOLIA AR TO: McNEIL AR Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$1,500.00(PC)

For explanation of ABBREVIATIONS and REFERENCE MARKS not explained herein, see concluding pages of this tariff.

PRICE EXHIBIT for TARIFF LNW 4030-B
PRICES IN DOLLARS PER 100 POUNDS, EXCEPT AS NOTED

Price Sheet
3.000

STCC#	COMMODITY-ORIGIN-DESTINATION-ROUTE-PRICE-MINIMUM WEIGHT
33 121 00 thru 33 121 99	Continued from previous page
	FROM: McNEIL AR TO: GIBSLAND LA Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$2,200.00(PC)
	FROM: McNEIL AR TO: MAGNOLIA AR Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$1,500.00(PC)
40 211 00 thru 40 211 99	Iron or steel scrap, wastes or tailings.
	FROM: GIBSLAND LA TO: MAGNOLIA AR Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$1,800.00(PC)
	FROM: GIBSLAND LA TO: McNEIL AR Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$2,000.00(PC)
	FROM: MAGNOLIA AR TO: GIBSLAND LA Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$1,800.00(PC)
	FROM: MAGNOLIA AR TO: McNEIL AR Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$1,300.00(PC)
	FROM: McNEIL AR TO: GIBSLAND LA Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$2,000.00(PC)
	FROM: McNEIL AR TO: MAGNOLIA AR Route: LNW-LNW 0 LNW Direct ▶ Price is subject to Tariff UFC 6000-series. ▶ Price is subject to Fuel Recovery Surcharge published in Freight Tariff LNW 9501. Price: \$1,300.00(PC)

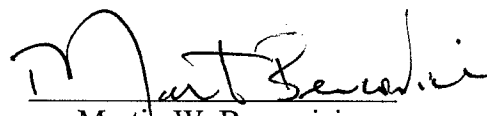
For explanation of ABBREVIATIONS and REFERENCE MARKS not explained herein, see concluding pages of this tariff.

CERTIFICATE OF SERVICE

I, Martin W. Bercovici, hereby certify that on this 19th day of June, 2006, I have served the foregoing Reply to Motion to Dismiss Complaint on the following by electronic mail:

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Attorney for The Louisiana and North West Railroad Company


Martin W. Bercovici