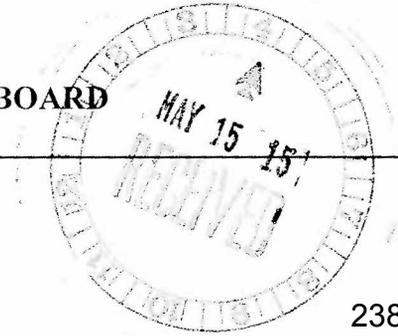


BEFORE THE
SURFACE TRANSPORTATION BOARD



AGRIUM INC. and
AGRIUM U.S. INC.
13131 Lake Fraser Drive S.E.
Calgary, Alberta, Canada T2J 7E8

Plaintiffs,

v.

CANADIAN PACIFIC RAILWAY
COMPANY
7550 Ogden Dale Road S.E.
Calgary, Alberta, Canada, T2C 4X9

Defendant.

238402

Docket No. NOR 42145

ENTERED
Office of Proceedings
May 15, 2015
Part of
Public Record

COMPLAINT

AGRIUM INC. and AGRIUM U.S. INC.

Peter A. Pfohl
Frank J. Pergolizzi
Katherine F. Waring
SLOVER & LOFTUS LLP
1224 Seventeenth St., N.W.
Washington, D.C. 20036
Telephone: (202) 347-7170
Facsimile: (202) 347-3619

Attorneys for Complainants

DATED: May 15, 2015

FEE RECEIVED
MaY 15, 2015
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TRANSPORTATION BOARD

FILED
MAY 15, 2015
SURFACE
TRANSPORTATION BOARD

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

AGRIUM INC. and)	
AGRIUM U.S. INC.)	
)	
Plaintiffs,)	
)	
v.)	Docket No. NOR 42145
)	
CANADIAN PACIFIC RAILWAY)	
COMPANY)	
)	
Defendant.)	
)	

COMPLAINT

COME NOW Plaintiffs Agrium Inc. and Agrium U.S. Inc. (collectively referred to as “Agrium”), and file 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 Pacific Railway Company (“CP”).

This Complaint pertains to CP’s attempt to have its provision of rail transportation service for Agrium governed by and subject to certain defense, indemnity and liability provisions, as currently set forth in CP Tariff 8, Item 54, (“Tariff” or “Assailed Tariff Item”) and incorporated into CP pricing authority CPRS 2244-B (Revision-3), without the agreement or consent of Agrium. As set forth herein, CP’s Tariff is unlawful because, among other things, it purports to unreasonably shift defense and liability responsibilities for any train accidents and threatened tank car discharges

from CP to Agrium in a myriad of events and actions even where Agrium is not named, responsible, or at fault. The implementation and attempted continuing enforcement of CP's Tariff constitutes an unreasonable practice in violation of Title 49, is against the public interest, and violates longstanding public policy.

Agrium seeks a determination from the Board that the implementation and continued attempted enforcement by CP of the Assailed Tariff Item constitutes an unreasonable and unlawful practice in violation of 49 U.S.C. § 10702(2) and that the Board enter an order directing CP to cease and desist from its unlawful practices and that the Assailed Tariff Item and any amended or successor Tariffs shall not be enforced or given effect in the provision of rail transportation service for Agrium by CP.

In support thereof, Agrium states as follows:

The Parties

1. Plaintiff Agrium Inc. is a Canadian corporation headquartered in Calgary, Alberta, Canada. Agrium Inc. manufactures agricultural nutrients and industrial products, including anhydrous ammonia, and distributes and sells its products throughout North America and South America.

2. Plaintiff Agrium U.S. Inc. is a wholly-owned subsidiary of Agrium Inc. Agrium U.S. Inc. has its headquarters and principal place of business in Colorado. Agrium U.S. Inc. maintains numerous production and storage facilities in the United States where it stores, processes, and distributes anhydrous ammonia.

3. Defendant Canadian Pacific Railway Company is a Canadian corporation headquartered Calgary, Alberta, Canada, including 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 CP Liability/Indemnity Tariff

4. CP has established Tariff 8, its “Hazardous Commodities Tariff,” otherwise referred to as CPRS 8, applicable to certain CP defined hazardous commodities, including toxic inhalation hazards (“TIH”) shipments. CP has incorporated by reference CPRS 8, and its predecessor and successor versions, into its pricing authorities, including the common carrier pricing authority applicable to Agrium’s rail transportation service described herein.

5. Included in CPRS 8 is Item 54, labeled “Indemnification and liability.” A copy of this Assailed Tariff Item, in its current form, is appended in *Exhibit A* hereto, and is incorporated by reference hereto.

6. The Assailed Tariff Item provides as follows:

Indemnification and liability

Customer shall fully indemnify and defend CP from and against any and all liabilities, claims, lawsuits, actions, applications, demands, complaints, loss, harm, judgments, liens, awards, costs (including, without limitation, attorney’s fees and other reasonable costs of litigation), emergency response and evacuation costs, remediation costs, and government oversight costs, damages (including without limitation special and consequential damages), injury to or death of persons, or adverse effects on wildlife or the environment (collectively “Liabilities”) which are caused by or arise from:

- Any failure of, or defect in Private Equipment tendered by Customer for the transportation of TIH commodity;
- Any actual or threatened discharge, release, leak or escape of the TIH commodity from the Private

Equipment tendered by Customer for the transportation of TIH commodity;

- Loading, sealing and/or securing the TIH commodity by Customer in the Private Equipment;
- Removal, unloading, transfer, delivery, treatment, dumping, storage, or disposal of the TIH commodity carried in the Private Equipment; or
- Failing to properly placard or failing to provide complete and accurate shipping information concerning the TIH commodity in such Private Equipment.

However, the Customer shall have no such obligation to indemnify CP to the extent that Liabilities arise from the negligence or willful misconduct of CP. Additionally, nothing contained in this Item 54 shall extend to limit any liability owing to the Shipper by CP that is not permitted by law.

Customer's indemnity obligations under this Item do not include claims for alleged loss, damage, or delay to the TIH commodities.

Joint liability

If Liabilities are caused in whole, or in part, by the joint, contributory, or concurrent negligence or fault of CP, responsibility for Liabilities shall be adjudicated under usual principles of comparative fault under the law governing joint liability, whereby the trier of fact shall determine the percentage of responsibility for CP, Customer, and any other party. CP shall be liable for the amount of such Liabilities allocated to CP in proportion to CP's percentage of responsibility. Customer shall be liable for all other Liabilities.

7. The Assailed Tariff Item was unilaterally established by CP without Agrium's agreement or consent, and under continuing protest by Agrium.

8. Item 55 of CPRS 8 includes a list of TIH product codes for various commodities covered by that Tariff, including anhydrous ammonia.

9. Through the Assailed Tariff Item, CP first seeks to impose on Agrium responsibility to “fully indemnify and defend CP from and against any and all” “Liabilities,” as defined by CP in the Tariff, consisting of nineteen (19) events or occurrences that may be “caused by or arise from . . . [a]ny actual or threatened discharge, release, leak or escape of the TIH commodity,” and other specified causes.

10. The “Liability” events or occurrences to which CP seeks to have Agrium “fully indemnify and defend CP from and against” under the Assailed Tariff Item include:

- a) “any and all” “judgments,” “awards,” “damages (including without limitation special and consequential damages),” and “liabilities;”
- b) “any and all” “lawsuits,” “actions,” and “complaints,” as well as “any and all” “demands,” “claims,” or “applications;”
- c) “any and all” “liens,” “costs (including, without limitation, attorney’s fees and other reasonable costs of litigation);” “emergency response and evacuation costs,” “remediation costs,” and “government oversight costs;” and
- d) “any and all” “harm,” “loss,” “injury to or death of persons,” and “adverse effects on wildlife or the environment.”

11. The defense and indemnification requirements and responsibilities of the Assailed Tariff Item apply even in instances where Agrium is not found at fault or even named as being potentially responsible or as a party defendant; even where the commodity is in CP’s exclusive custody, care, and control; even where the law has otherwise imposed on CP responsibility for such liabilities; and even where there has been a governmental finding of CP responsibility.

12. CP, through the Assailed Tariff Item includes one limited exception to the “indemnity and defend” requirements, whereby “the Customer shall have no such

obligation to indemnify CP to the extent that Liabilities arise from the negligence or willful misconduct of CP.” This portion of the Tariff does not clarify whether, how, and where such “negligence or willful misconduct” would be determined and/or adjudged, and under what standards, presumably leaving Agrium responsible to “fully indemnify and defend CP from and against any and all . . . Liabilities” in the absence of such a determination, and likely in many if not most instances.

13. This portion of the Tariff also does not address or take into account that at least fifteen (15), and perhaps all of the “Liabilities” for which CP seeks to hold Agrium unilaterally responsible for “fully indemnify[ing] and defend[ing] CP” by their nature do not or would not necessarily involve any determination of the “negligence or willful misconduct of CP,” presumably leaving Agrium responsible to “fully indemnify and defend CP from and against any and all . . . Liabilities,” in the absence of such a determination, and likely in many if not most instances.

14. Through the portion of the Assailed Tariff Item entitled “joint liability,” CP next seeks to unilaterally establish procedures, standards, and allocations for determining “responsibility for Liabilities” in instances where Liabilities “are caused in whole, or in part, by the joint, contributory, or concurrent negligence or fault of CP,” “whereby the trier of fact shall determine the percentage of responsibility for CP, Customer, and any other party,” and with the “amount of such Liabilities” to be “allocated” between CP and Agrium through a mandate that “CP shall be liable for the amount of such Liabilities allocated to CP in proportion to CP’s percentage of responsibility” and “Customer shall be liable for all other Liabilities.”

15. The “joint liability” requirements and responsibilities of the Assailed Tariff Item apply even in instances where Agrium is not found at fault or even named as being potentially responsible or as a party defendant; even where the commodity is in CP’s exclusive custody, care, and control; even where the law has otherwise imposed on CP responsibility for such liabilities; and even where there has been a governmental finding of CP responsibility.

16. This portion of the Tariff does not clarify whether, how, and where such “joint, contributory, or concurrent negligence or fault of CP” would be determined and/or adjudged, and under what standards, presumably leaving Agrium responsible to “fully indemnify and defend CP from and against any and all . . . Liabilities” in the absence of such a determination, and likely in many if not most instances.

17. This portion of the Tariff also does not address or take into account that at least fifteen (15), and perhaps all of the “Liabilities” for which CP seeks to hold Agrium unilaterally responsible for “fully indemnify[ing] and defend[ing] CP” by their nature do not or would not necessarily involve any determination of the “joint, contributory, or concurrent negligence or fault of CP,” presumably leaving Agrium responsible to “fully indemnify and defend CP from and against any and all . . . Liabilities,” in the absence of such a determination, and likely in many if not most instances.

The Assailed Tariff Item as Applied to Agrium

18. Prior to 2013, Agrium transported its anhydrous ammonia to facilities at Leal, North Dakota and Glens Falls, New York pursuant to a series of private contracts, including most recently, CP Contract #54457.

19. Contract #54457 included traditional, bi-lateral indemnity arrangements commonly used by railroads and shippers whereby each party agreed to indemnify one another from and against liability resulting from acts or omissions of each party (*i.e.*, from each other's negligence) and neither party was responsible for liabilities beyond their own fault. The provisions did not include similar defense, indemnity, and liability provisions as set forth in the Assailed Tariff Item, and did not seek to alter or avoid otherwise applicable defense, liability, or indemnity law in the states that CP operates for CP's benefit.

20. Contract #54457 expired by its terms on December 31, 2012. Despite their efforts, CP and Agrium were unable to agree to either an extension of Contract #54457 or a new rail transportation agreement. The reason for this failure was CP's insistence on new contract defense, indemnity, and liability provisions comparable to those included in the Assailed Tariff Item that were unreasonable, and to which Agrium would not agree.

21. Given the impasse in contract negotiations, CP issued Tariff CPRS 2244-A on January 1, 2013, which, together with its successor common carrier tariffs, has been in effect since that time. A copy of the current version of the pricing authority, Tariff CPRS 2244-B (Revision 3) ("CPRS 2244-B"), is attached hereto as *Exhibit B*, and is incorporated by reference as though set forth in full.

22. CPRS 2244-B (and its predecessor versions) is a common carrier rate issued and established by CP pursuant to its common carrier obligations, including under 49 U.S.C. § 11101. CPRS 2244-B was issued on December 31, 2014, with an effective date of January 1, 2015 and by its terms, expires on December 31, 2015. *Id.*

23. CPRS 2244-B establishes common carrier rates for the transportation of anhydrous ammonia in shipper-supplied tank cars from Agrium's production facilities in Alberta, with CP's shipments originating at Chigwell, Clover Bar, Scotford, and West Carseland to points in the United States, including Leal, ND and Glen Falls, NY. *Id.*

24. CPRS 2244-B also expressly incorporates the terms of other separately published CP tariffs, "as may be amended from time to time," including CPRS 1, CPRS 2, CPRS 6, CPRS 7, CPRS 8, CPRS 10, CPRS 9700, and CPRS 9800. *Id.* CP states in CPRS 2244-B that it "will be governed by and is subject to" CPRS 8.

25. CP 2244-B and the terms of the other separately published and incorporated CP tariffs, including the Assailed Tariff Item, were not negotiable or the subject of a mutual agreement between Agrium and CP, including under 49 U.S.C. § 10709.

26. Agrium has no choice but to utilize CPRS 2244-B if it is to ship its products to the listed United States facilities because CP is the only rail carrier serving those facilities, and because Agrium has no feasible transportation alternatives.

COUNT I
(Unreasonable Practice – Customer Defense Requirements)

27. Plaintiffs incorporate by reference the allegations in paragraph 1 through 26 of this Complaint, as if they were set forth fully herein.

28. CP's attempted unilateral imposition of Assailed Tariff Item constitutes an unreasonable practice under 49 U.S.C. §10702(2) with respect to its requirement for Agrium to "fully . . . defend CP from and against any and all" of a broad array of possible

“Liabilities” in the event of “[a]ny actual or threatened discharge, release, leak or escape of the TIH Commodity,” or in the event of any other of the CP identified causes.

29. Under the Assailed Tariff Item, Agrium is threatened with and responsible for having to “fully . . . defend CP from and against any and all” “Liabilities” as defined by CP in the Tariff, consisting of nineteen (19) events or occurrences that may be “caused by or arise from . . . [a]ny actual or threatened discharge, release, leak or escape of the TIH commodity,” and other specified causes.

30. The defense provisions and Agrium’s defense responsibilities under the Assailed Tariff Item are unwarranted, unreasonable, and contrary to the public interest in violation of 49 U.S.C. § 10702 because, for among other reasons, they improperly attempt to write defense, indemnity, and liability standards into a common carrier tariff; they are vague, ambiguous, and overbroad; they are unilaterally imposed without Agrium’s agreement or consent; they improperly attempt to shift significant and expansive defense and liability responsibilities on Agrium; they lack reciprocity; they improperly attempt to legislate by tariff and unilaterally re-write, alter, or avoid long-established defense, indemnity, and liability laws in the states that CP operates for CP’s benefit; 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 which do not allow for CP to unilaterally shift defense responsibilities or for CP to force customers to defend CP against such liabilities and damages, and which preclude the recovery of attorney’s fees incurred in civil actions; they serve as an improper attempt to avoid CP’s common carrier service obligations to Agrium; 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 which CP is unilaterally attempting to alter; and they impose responsibility even where Agrium is not found at fault or even named as being potentially responsible, even where the commodity is in CP's exclusive custody, care, and control and Agrium has no ability to affect or influence the rail operational risks which CP seeks to shift to Agrium, even where the law has otherwise imposed on CP responsibility for such "Liabilities," and/or even where there has been a governmental finding of CP responsibility.

COUNT II
(Unreasonable Practice – Customer Indemnity Requirements)

31. Plaintiffs incorporate by reference the allegations in paragraph 1 through 30 of this Complaint, as if they were set forth fully herein.

32. CP's attempted unilateral imposition of Assailed Tariff Item constitutes an unreasonable practice under 49 U.S.C. §10702(2) with respect to its requirement for Agrium to "fully *indemnify* . . . CP from and against any and all" of a broad array of possible "Liabilities" in the event of "[a]ny actual or threatened discharge, release, leak or escape of the TIH Commodity," or in the event of any other of the CP identified causes.

33. Under the Assailed Tariff Item, Agrium is threatened with and responsible for having to "fully indemnify . . . CP from and against any and all" "Liabilities," as defined by CP in the Tariff, consisting of nineteen (19) events or occurrences that may be

“caused by or arise from . . . [a]ny actual or threatened discharge, release, leak or escape of the TIH commodity,” and other specified causes.

34. The indemnity provisions and Agrium’s indemnity responsibilities under the Assailed Tariff Item are unwarranted, unreasonable, and contrary to the public interest in violation of 49 U.S.C. § 10702 because, for among other reasons, they improperly attempt to write defense, indemnity, and liability standards into a common carrier tariff; they are vague, ambiguous, and overbroad; they are unilaterally imposed without Agrium’s agreement or consent; they improperly attempt to shift significant and expansive defense and liability responsibilities on Agrium; they lack reciprocity; they improperly attempt to legislate by tariff and unilaterally re-write, alter, or avoid long-established defense, indemnity, and liability law in the states that CP operates for CP’s benefit; 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 which do not allow for CP to reallocate railroad liability standards or for CP to force customers to be held liable for and indemnify CP against such liabilities and damages; they serve as an improper attempt to avoid CP’s common carrier service obligations to Agrium; 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 which CP is unilaterally attempting to alter; and they impose responsibilities even where Agrium is not found at fault or even named as being potentially responsible, even where the commodity is in CP’s exclusive custody, care,

and control and Agrium has no ability to affect or influence the rail operational risks which CP seeks to shift to Agrium, even where the law has otherwise imposed on CP responsibility for such “Liabilities,” or even where there has been a governmental finding of CP responsibility.

COUNT III
(Unreasonable Practice – Negligence/Willful Misconduct Provisions)

35. Plaintiffs incorporate by reference the allegations in paragraph 1 through 34 of this Complaint, as if they were set forth fully herein.

36. CP’s attempted unilateral imposition of the Assailed Tariff Item constitutes an unreasonable practice under 49 U.S.C. §10702(2) with respect to the portion of the Tariff providing that “Customer shall have no such obligation to indemnify CP to the extent that Liabilities arise from the negligence or willful misconduct of CP,” because the provision is unduly vague, ambiguous, inadequate, and unreasonable in that while the Customer is obligated to “fully *indemnify and defend* CP from and against any and all” CP specified “Liabilities,” this portion of the Tariff provides only that “the Customer shall have no such obligation to *indemnify* CP” in limited, specified circumstances and apparently without limitation on customer *defense* responsibilities.

37. Even if this portion of the Tariff were determined to relieve Agrium from any and all indemnity *and* defense responsibilities under the circumstances specified, the Tariff is still unduly vague, ambiguous, inadequate, and unreasonable because this portion of the Tariff does not clarify whether, how, and where such “negligence or willful misconduct of CP” would be determined and/or adjudged, and under what standards,

presumably leaving Agrium responsible to “fully indemnify and defend CP from and against any and all . . . Liabilities” in the absence of such a determination, and likely in many if not most instances.

38. This portion of the Tariff is also unreasonable because it improperly attempts to write defense, indemnity, and liability standards into a common carrier tariff, and improperly attempts to legislate by tariff.

39. This portion of the Tariff is also unreasonable because it attempts to improperly shift from CP to Agrium full defense and indemnity responsibilities even where Agrium is not responsible, in full or in part, under any governing state or federal law.

40. This portion of the Tariff is also unreasonable because it attempts to improperly shift from CP to Agrium full defense and indemnity responsibilities even in the face of governmental findings of railroad fault. By way of example, the three major accidents involving the leakage of TIH materials from tank cars in the United States that occurred at Minot, ND (2002), Macdona, TX (2004), and Graniteville, SC (2005), all involved governmental findings of railroad fault. *See, e.g.*, National Transportation Safety Board, Railroad Accident Report NTSB/RAR-04-01, *Derailment of Canadian Pac. Ry. Freight Train 292-16 & Subsequent Release of Anhydrous Ammonia Near Minot, N.D., Jan. 18, 2002*, at 69 (“NTSB Minot Accident Report”) (the “probable cause of the derailment . . . was an ineffective Canadian Pacific Railway inspection and maintenance program that did not identify and replace cracked joint bars before they completely fractured and led to the breaking of the rail at the joint.”). However, in each

instance, the involved railroads, including CP in the case of the Minot, ND tragedy, disavowed any negligence or willful misconduct in resulting civil state tort law litigation.

41. This portion of the Tariff is also unduly vague, ambiguous, inadequate, and unreasonable because it does not address or and take into account that at least fifteen (15), and perhaps all of the “Liabilities” for which CP seeks to hold Agrium unilaterally responsible for “fully indemnify[ing] and defend[ing] CP” by their nature do not or would not necessarily involve any determination of the “negligence or willful misconduct of CP,” presumably leaving Agrium responsible to “fully indemnify and defend CP from and against any and all . . . Liabilities,” in the absence of such a determination, and likely in many if not most instances.

COUNT IV
(Unreasonable Practice – Customer Joint Liability Requirements)

42. Plaintiffs incorporate by reference the allegations in paragraph 1 through 41 of this Complaint, as if they were set forth fully herein.

43. CP’s attempted unilateral imposition of Assailed Tariff Item constitutes an unreasonable practice under 49 U.S.C. §10702(2) with respect to its “Joint liability” provisions. Through this portion of the Assailed Tariff Item, CP is improperly attempting to unilaterally dictate: (i) “responsibility for Liabilities” in the event of “joint, contributory, or concurrent negligence or fault of CP” through the establishment of a new, forced “adjudicat[ory]” system of “Joint Liability;” (ii) the principles and standards of fault that should apply in any such adjudication, by mandating use of self-described and vague “usual principles of comparative fault under the law governing joint liability”

and how a “trier of fact” should determine responsibility among CP, Agrium, and any other party, by mandating the trier of fact to “determine the percentage of responsibility for CP, Customer, and any other party;” and (iii) how the amount of liability should be allocated, by mandating that “CP shall be liable for the amount of such Liabilities allocated to CP in proportion to CP’s percentage of responsibility” and “Customer shall be liable for all other Liabilities.”

44. Such attempts to re-write, alter, or avoid otherwise applicable joint liability law in the individual states that CP operates for CP’s benefit, without the agreement or consent of Agrium, is unreasonable. Longstanding principles of state and federal law establish the involved rail carrier’s potential sole and joint liability, the principles and standards of fault that should apply in such adjudications, and in instances where there may be joint, contributory, or concurrent negligence, the amount of damages payable by a liable railroad and other potentially liable parties.

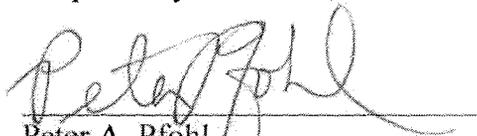
45. This portion of the Tariff is also unreasonable because it improperly attempts to write defense, indemnity, and liability standards into a common carrier tariff, and improperly attempts to legislate by tariff.

46. This Complaint covers any changes to, or modifications of, the Assailed Tariff Item that CP may establish during the course of this proceeding, along with any successor Tariffs.

WHEREFORE, Agrium requests that Defendant CP 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; that the Board find the

implementation of and attempted continued enforcement of the Assailed Tariff Item by CP on Agrium 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 CP to cease and desist from its unlawful practices and that the Assailed Tariff Item and any successor Tariffs shall not be enforced or given effect in the provision of rail transportation for Agrium by CP; and that the Board grant to Agrium such other and further relief as the Board may deem reasonable and necessary on the record presented.

Respectfully submitted,



Peter A. Pfohl

Frank J. Pergolizzi

Katherine F. Waring

SLOVER & LOFTUS LLP

1224 Seventeenth St., N.W.

Washington, D.C. 20036

Telephone: (202) 347-7170

Facsimile: (202) 347-3619

Attorneys for Plaintiffs

Agrium Inc. and

Agrium U.S. Inc.

DATED: May 15, 2015

CERTIFICATE OF SERVICE

Pursuant to 49 C.F.R. § 1111.3, I hereby certify, that I have this 15th day of May, 2015 caused to be served copies of this Complaint by facsimile and overnight express courier on the Chief Legal Officer and the General Counsel U.S. of Canadian Pacific Railway Company, as follows:

Paul A. Guthrie
Chief Legal Officer and Corporate Secretary
Canadian Pacific Railway Company
7550 Ogden Dale Road S.E.
Calgary, Alberta,
Canada, T2C 4X9

Facsimile: 403-205-9000

William M. Tuttle
General Counsel U.S.
120 South 6th Street, Suite 1000
Minneapolis, MN 55402

Facsimile: 612-904-5971


Peter A. Pfohl
An Attorney for Complainants

EXHIBIT A



HAZARDOUS COMMODITIES

Tariff

www.cpr.ca



Exhibit A, p. 1 of 16

Revision 2015.B
Issued December 1, 2014
By Spec. Accessorial & Risk
Canadian Pacific
7560 Ogdendale Road SE
Calgary, AB T2C 4X9

Effective January 1, 2015
Expires December 31, 2015

This document is updated regularly.
For the most recent version and to
subscribe to notifications of updates
to this and other tariffs, please visit
www.cpr.ca

Changes can be identified by
these icons



Wording change



Price decrease



Price increase



New item added

Tariff 8 – Hazardous Commodities

Application *Item 1*

In addition to any other applicable tariff, the prices, charges and rules of this Tariff apply to commodities which are Dangerous Goods, Hazardous Materials, Poisonous Inhalation Hazards or Toxic Inhalation Hazards.

Definitions *Item 2*

Toxic Inhalation Hazard (TIH) / Poison Inhalation Hazard (PIH) means any product considered poisonous or toxic by inhalation in the Canadian Transportation of Dangerous Goods Regulations, the United States Hazardous Materials Regulations. The terms PIH and TIH are used interchangeably.

Dangerous goods laws means all applicable Canadian and United States federal, provincial, state, and local laws, rules and regulations governing the handling, packaging, disposing and transportation of dangerous goods in Canada and hazardous materials in the United States, including but not limited to the Transportation of Dangerous Goods Act, 1992, S.C. 1992, c. 34, Title 49 CFR of the United States Code of Federal Regulations, Hazardous Material Transportation Act (49 U.S.C 1801 et. Seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901 et. Seq.) and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601 et. Seq.), and regulations promulgated thereunder.

Dangerous goods means the dangerous goods listed in the Schedule 1 of the Transportation of Dangerous Goods Regulations, as amended or replaced from time to time.

Hazardous materials means the hazardous materials listed in the table set forth in Title 49 C.F.R. 172.101 of the Hazardous Materials Regulations, as amended or replaced from time to time.

Hazardous commodities means PIH, TIH, Dangerous Goods, or Hazardous Materials.

High Threat Urban Area (HTUA) means any area as defined in Appendix A to Part 1580 of 49 C.F.R. §1580, as amended or replaced from time to time. CP served areas include Buffalo, Chicago, Detroit, Milwaukee, New York, Philadelphia, Twin Cities. DME served areas include Chicago, Kansas City, Twin Cities.

Private equipment means a railcar or container that is owned, leased, or provided by Customer.

Rail Security-Sensitive Material (RSSM) means any material as set forth in 49 C.F.R. §1580.100 (b), as amended or replaced from time to time, including but not limited to any TIH/PIH material, division 1.1, 1.2, or 1.3 (explosive) material, or highway route-controlled Class 7 radioactive Material



Surcharges *Item 3*

For your convenience, the below items highlight fees specifically applicable to Hazardous Commodities. Without exception, traffic classified as TIH or PIH is not eligible for storage (item 17 of Tariff 2) on CP property, and may not be tendered for movement in a container.

\$10,000

As outlined in Item 51 of Tariff 2, Or Item 21 of Tariff 3

Unsafe or improperly loaded *Item 4*

For any Hazardous Commodities, as detailed in Tariff 2 for railcars or Tariff 3 for containers.

Cost + 25%

Minimum \$2000.00 as outlined in Item 52 of Tariff 2 or min \$1000 as outlined in Item 22 of Tariff 3

Major adjustment *Item 5*

For any Hazardous Commodities, as detailed in Tariff 2 for railcars or Tariff 3 for containers.

\$160.00

per day
As outlined in Items 10-16 of Tariff 2

Asset use: hazardous commodity charge *Item 7*

The daily surcharge for any railcars of Dangerous Goods or Hazardous Materials shall be applied as described in Tariff 2.

\$1500.00

Per day
As outlined in Items 10-16 of Tariff 2. Includes surcharge described in Item 7 of Tariff 2.

Asset use: TIH *Item 8*

The daily rate of \$1500 per day shall apply for any railcars of TIH (loaded or residue) and will be calculated as described in Tariff 2.

\$2500.00

Supersedes Item 18 of Tariff 2 or as outlined in Item 71 of Tariff 3

Unauthorized shipment/use of CP's assets *Item 9*

For any shipments of RSSM without an effective price authority issued by CP at the time the shipment is tendered (ref item 40), or container not in full compliance with the Intermodal Commodity Restrictions (ref item 30).

\$500.00

+ Extra Switching/Handling

Fees for the additional handling as per Items 31 or 32 of Tariff 2 for railcars, or Items 35 or 36 of Tariff 3 for containers

Failure to provide Positive Chain of Custody *Item 10*

These fees will apply when CP is unable to pick up, transfer or place a shipment because positive chain of custody requirements cannot be met, as required under the regulations for RSSM shipments (ref item 40) included in Dangerous Goods Laws.

\$80.00
per container

Hazardous commodity surcharge intermodal *Item 11*

This surcharge shall be applied for US Domestic, Cross-Border, and International Import/Export shipments of Dangerous Goods or Hazardous Material.

\$325.00
per car

General Service Tank Car Safety Surcharge *Item 12*

This per car charge will be applied to tank cars transporting crude oil that do not meet the requirements of the Association of American Railroads (AAR) Manual of Standards and Recommended Practices, Section C Part III, Specifications for Tank Cars (M-1002), Chapter 2, paragraph 2.7 (Note: Chapter 2, Paragraph 2.7 was implemented via AAR Casualty Prevention Circular 1232 (CPC-1232) published on August 31, 2011). Tank Cars will be identified as meeting the requirements of CPC-1232 based on the data recorded in the Universal Machine Language Equipment Registry (UMLER).

\$10.00
per car

Emergency Response Assistance Plan *Item 13*

This charge will be applied to any shipments that require the coverage of CP's Emergency Response Assistance Plan (ERAP).

Private equipment *Item 20*

All Hazardous Commodities subject to this Tariff shall be transported in Private Equipment, or as detailed in the Intermodal Commodity Restrictions referenced in item 30. It shall be the responsibility of Customer to pay for the costs of the Private Equipment, including, but not limited to, lease costs.

It shall be the responsibility of Customer to ensure that the Private Equipment is in serviceable condition for the safe transportation of Hazardous Commodities over rail lines, and is otherwise free of mechanical defects or failure that could result in leakage, release, spillage, dumping or other discharge of the Hazardous Commodities, or could otherwise become unsuitable for the safe transportation of the Hazardous Commodities over rail lines, and complies with:

- all applicable Canadian and United States federal, provincial, state and local laws, regulations, rules, permits and licenses; and
- industry rules, regulations and decisions applicable to private rail cars including without limitation rules established by the Association of American Railroads ("AAR") Railway Association of Canada ("RAC"), Transport Canada, the U.S. Department of Transportation and the Federal Railroad Administration.

Use of Private Equipment to transport Hazardous Commodities is limited to Private Equipment which has been authorized by CP to operate over the rail lines of CP. Where AAR form OT-5 approval is applicable or required, CP shall not be required to accept Private Equipment that does not have OT-5 approval from CP.

CP's acceptance of Private Equipment in interchange shall not relieve Customer of its obligations with respect to Private Equipment under this Tariff and shall not constitute a waiver by CP of Customer's obligations hereunder.

Shippers are responsible for product classification and selection of packaging in accordance with legal requirements.

Loading and documentation *Item 21*

Customer is responsible for the safe loading, tender and unloading of all shipments of Hazardous Commodities. Customer shall prepare, bill and document for shipment, and load and unload, all shipments of Hazardous Commodities in accordance with and subject to the Dangerous Goods Laws.

Hazardous Commodities shall be properly marked, labelled and placarded by Customer as required by the Dangerous Goods Laws. Hazardous Commodities shall also be accompanied by any manifests required by Dangerous Goods Laws. Each shipping document (including the Bill of Lading) shall contain all information required by the Dangerous Goods Laws. In addition to Bills of Lading, manifests and other documentation with each shipment under this Contract, Customer shall, upon CP's request, provide CP with accurate and descriptive chemical and physical data on the character of the Hazardous Commodities to be transported prior to the actual shipment. Customer shall have and will maintain in effect all applicable registrations, permits and licenses required under Dangerous Goods Laws to be a shipper of the Hazardous Commodities.

In the event of any leakage, release, spillage, dumping or other discharge of the Hazardous Commodities while in the custody of CP, Customer shall, at CP's request, provide prompt advice with respect 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 Customer shall cooperate fully with CP to expeditiously and prudently abate or eliminate any hazard and to meet the requirements of all Dangerous Goods Laws; provided, however, that nothing contained in this paragraph shall alter the responsibilities and obligations of Customer under this Tariff.

Customer agrees that CP may enter Customer facilities to inspect and review all aspects of the loading of Hazardous Commodities. CP reserves the right to reject any shipment of Hazardous Commodities that it deems unsafe or otherwise unsuitable for transportation. CP's acceptance of Hazardous Commodities for transportation shall not relieve Customer of its obligations under this Tariff, shall not constitute a waiver by CP of Customer's obligations hereunder, and shall not alter the apportionment of responsibilities and liabilities under this Tariff.

Additional charges due to government action *Item 22*

If any action or ruling by any Canadian or United States federal, provincial, state or local government precludes or restricts the transportation of any trains or cars carrying Hazardous Commodities through their jurisdiction, CP will re-price the affected traffic, providing 30 days' notice to Customer.

Intermodal commodity restrictions *Item 30*

Details on Restricted/Prohibited Commodities, Hazardous Materials, and Overweight Restrictions for Intermodal Containers apply as published in the Appendix to Tariff 1- Intermodal Safety Standards and Restricted Commodities. Any shipments not in full compliance will be assessed penalties for both Unauthorized Use and Unsafe or Improperly loaded as per Tariff 3. Poison/Toxic Inhalation Hazard (PIH/TIH) shipments (in any amount) as outlined in Item 56 and commodities are FORBIDDEN / PROHIBITED in Intermodal Service.

Removal and disposition of Hazardous Materials at destination *Item 35*

Final delivery of shipments of Hazardous Materials in the United States is governed by 49 CFR 174.16. Consignees are required to accept Hazardous Material shipments within 48 hours after receiving notice of their arrival in the final serving area. The 49 CFR governs the disposition of Hazardous Material cars after 48 hours.

Positive chain of custody of RSSM shipments *Item 40*

Effective April 1st 2009, the US Department of Homeland Security's Transportation Security Administration (TSA) has mandated new security measures (reference 49 C.F.R. §1580) to enhance safe transportation of RSSM. This requires every customer originating an RSSM shipment in the US or any customer receiving an RSSM shipment in an HTUA to provide positive chain of custody, including having a representative physically present to ensure "attended transfers" of RSSM shipments. Every RSSM shipment on CP must have an effective price authority issued by CP before shipping to ensure safe routing of the shipment.



Transportation of Toxic Inhalation Hazards / Poison Inhalation Hazards

Application *Item 51*

In addition to any other applicable Tariffs, contracts, or agreements, the rules of items 52, 53, 54 and 55 of this Tariff apply to commodities which are considered Toxic Inhalation Hazards (TIH) or Poison Inhalation Hazard (PIH) moving on CP without a valid TIH specific contract/agreement between CP and the Customer.

Definitions *Item 52*

The **Customer** means any shipper of goods, payer of freight, consignee, or foreign railway that is responsible for the movement of TIH goods on CP.

A **TIH Specific Contract/Agreement** means any signed contract or agreement between CP and the customer for the movement or future movement(s) of the specific TIH commodity where indemnification and liability provisions are identified and agreed to in the contract or agreement between CP and the Customer.

Insurance provisions *Item 53*

The Customer shall, at its own cost and expense, take out and maintain in full force and effect a Comprehensive General Liability Insurance Policy with an inclusive limit of not less than TEN (10) MILLION DOLLARS (in the currency of the originating party) per occurrence for any and all liability and indemnity obligations assumed by Customer under this Tariff. Such insurance shall include no 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 fifty (50) feet of any railroad track, right-of-way or facilities. Such insurance shall specifically:

- a) name CP as an additional insured;
- b) contain a "cross-liability" clause which shall have the effect of insuring each person, firm, or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been insured to each; and
- c) provide that the policy shall not be cancelled or materially altered unless written notice is given by the insurer to CP thirty (30) days before the effective date of such cancellation or alteration

The Customer shall, at CP's request, furnish to CP, certified copies of the insurance policies or Certificates of Insurance evidencing the above coverages.

The acquisition and maintenance of this insurance policy by the Applicant shall in no manner limit or restrict liabilities incurred by the Applicant under the provisions of this Tariff.



Indemnification and liability *Item 54*

Customer shall fully indemnify and defend CP from and against any and all liabilities, claims, lawsuits, actions, applications, demands, complaints, loss, harm, judgments, liens, awards, costs (including, without limitation, attorney's fees and other reasonable costs of litigation), emergency response and evacuation costs, remediation costs, and government oversight costs, damages (including without limitation special and consequential damages), injury to or death of persons, or adverse effects on wildlife or the environment (collectively "Liabilities") which are caused by or arise from:

- Any failure of, or defect in Private Equipment tendered by Customer for the transportation of TIH commodity;
- Any actual or threatened discharge, release, leak or escape of the TIH commodity from the Private Equipment tendered by Customer for the transportation of TIH commodity;
- Loading, sealing and/or securing the TIH commodity by Customer in the Private Equipment;
- Removal, unloading, transfer, delivery, treatment, dumping, storage, or disposal of the TIH commodity carried in the Private Equipment; or
- Failing to properly placard or failing to provide complete and accurate shipping information concerning the TIH commodity in such Private Equipment.

However, the Customer shall have no such obligation to indemnify CP to the extent that Liabilities arise from the negligence or willful misconduct of CP. Additionally, nothing contained in this Item 54 shall extend to limit any liability owing to the Shipper by CP that is not permitted by law.

Customer's indemnity obligations under this Item do not include claims for alleged loss, damage, or delay to the TIH commodities.

Joint liability

If Liabilities are caused in whole, or in part, by the joint, contributory, or concurrent negligence or fault of CP, responsibility for Liabilities shall be adjudicated under usual principles of comparative fault under the law governing joint liability, whereby the trier of fact shall determine the percentage of responsibility for CP, Customer, and any other party. CP shall be liable for the amount of such Liabilities allocated to CP in proportion to CP's percentage of responsibility. Customer shall be liable for all other Liabilities.

Tank Car Construction *Item 55*

Tank cars constructed of ASTM A516 or TC128 steels tendered to CP for the transportation of TIH (refer item 56) must be normalized and meet the requirements of Chapter 2 - Paragraph 2.2.1.1 of the Association of American Railroads (AAR) Manual of Standards and Recommended Practices, Section C Part III, Specifications for Tank Cars (M-1002). Shipper shall be responsible for ensuring that its cars moving on CP meet the foregoing standard.

TIH product codes *Item 56*

This list of TIH/PIH commodities is for reference only. It includes commodities identified by item 2 of this Tariff but is not inclusive of all TIH/PIH commodities.

Hazardous materials response code	Proper shipping name	See note for additional information*	Class	UN number
4821019	WASTE ALLYL ALCOHOL		6.1	UN1098
4821029	WASTE, TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.		6.1	UN3384
4821722	WASTE HEXACHLOROCYCLO- PENTADIENE		6.1	UN2646
4830030	WASTE SULFURIC ACID, FUMING		8	UN1831
4904210	AMMONIA, ANHYDROUS		2.2	UN1005
4904211	AMMONIA SOLUTION		2.2	UN3318
4904879	AMMONIA, ANHYDROUS		2.2	UN1005
4907409	ISOBUTYL ISOCYANATE		3	UN2486
4907434	ETHYL ISOCYANATE		3	UN2481
4909306	ISOPROPYL ISOCYANATE		3	UN2483
4909307	METHOXYMETHYL ISOCYANATE		3	UN2605
4910370	METHACRYLONITRILE, STABILIZED		3	UN3079
4916138	PENTABORANE		4.2	UN1380
4918180	TETRANITROMETHANE		5.1	UN1510
4918505	BROMINE PENTAFLUORIDE		5.1	UN1745
4918507	BROMINE TRIFLUORIDE		5.1	UN1746
4920101	COMPRESSED GAS, TOXIC, CORROSIVE, N.O.S.		2.3	UN3304
4920102	COMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.		2.3	UN3305
4920103	COMPRESSED GAS, TOXIC OXIDIZING, CORROSIVE, N.O.S.		2.3	UN3306
4920104	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.		2.3	UN3303
4920105	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.		2.3	UN3308
4920106	SELENIUM HEXAFLUORIDE		2.3	UN2194
4920107	DIBORANE	1	2.3	UN1911
4920108	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.		2.3	UN3309
4920110	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.		2.3	UN3310
4920111	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.		2.3	UN3307
4920112	NITRIC OXIDE, COMPRESSED		2.3	UN1660
4920113	NITRIC OXIDE AND DINITROGEN TETROXIDE MIXTURES		2.3	UN1975
4920115	INSECTICIDE GASES, TOXIC FLAMMABLE, N.O.S.		2.3	UN3355
4920122	HYDROGEN SELENIDE ANHYDROUS		2.3	UN2202
4920135	ARSINE		2.3	UN2188
4920160	PHOSPHINE		2.3	UN2199
4920164	LIQUEFIED GAS, TOXIC, FLAMMABLE, N.O.S.		2.3	UN3160
4920165	COMPRESSED GAS, TOXIC, FLAMMABLE, N.O.S.		2.3	UN1953

Hazardous materials (chemical) code	Proper shipping name	See note for additional information	Class	UN number
4920167	STIBINE		2.3	UN2676
4920173	OXYGEN DIFLUORIDE, COMPRESSED		2.3	UN2190
4920174	DINITROGEN TETROXIDE		2.3	UN1067
4920175	NITROGEN TRIOXIDE		2.3	UN2421
4920178	CYANOGEN CHLORIDE, STABILIZED		2.3	UN1589
4920180	FLUORINE, COMPRESSED		2.3	UN1045
4920181	COMPRESSED GAS, TOXIC, N.O.S.		2.3	UN1955
4920184	PHOSGENE		2.3	UN1076
4920187	SULFUR TETRAFLUORIDE		2.3	UN2418
4920188	TELLURIUM HEXAFLUORIDE		2.3	UN2195
4920189	CHLORINE PENTAFLUORIDE		2.3	UN2548
4920195	LIQUEFIED GAS, TOXIC, N.O.S.		2.3	UN3162
4920301	COMPRESSED GAS, TOXIC CORROSIVE, N.O.S.		2.3	UN3304
4920303	COMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.		2.3	UN3305
4920304	COMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.		2.3	UN3305
4920305	COMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.		2.3	UN3305
4920307	COMPRESSED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.		2.3	UN3306
4920308	COMPRESSED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.		2.3	UN3306
4920309	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.		2.3	UN3303
4920310	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.		2.3	UN3303
4920311	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.		2.3	UN3308
4920312	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.		2.3	UN3310
4920313	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.		2.3	UN3308
4920314	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.		2.3	UN3309
4920315	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.		2.3	UN3308
4920316	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.		2.3	UN3309
4920317	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.		2.3	UN3307
4920318	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.		2.3	UN3309
4920319	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.		2.3	UN3307
4920320	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.		2.3	UN3310
4920321	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.		2.3	UN3307
4920324	COMPRESSED GAS, TOXIC CORROSIVE, N.O.S.		2.3	UN3304
4920325	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.		2.3	UN3310
4920326	PHOSPHORUS PENTAFLUORIDE	2	2.3	UN2198
4920331	COMPRESSED GAS, TOXIC, CORROSIVE, N.O.S.		2.3	UN3304
4920337	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.		2.3	UN3303
4920342	ETHYLENE OXIDE AND CARBON DIOXIDE MIXTURE		2.3	UN3300
4920343	CARBON MONOXIDE AND HYDROGEN MIXTURE, COMPRESSED		2.3	UN2600
4920344	OIL GAS, COMPRESSED		2.3	UN1071
4920346	TRIFLUOROCHLOROETHYLENE, STABILIZED		2.3	UN1082
4920347	TRIFLUOROACETYL CHLORIDE		2.3	UN3057

UN number, hazard class, and subsidiary hazard	Proper shipping name	Section 141 additional placards	Class	UN number
4920348	HYDROGEN IODIDE, ANHYDROUS		2.3	UN2197
4920349	BORON TRICHLORIDE		2.3	UN1741
4920351	CARBONYL SULFIDE		2.3	UN2204
4920352	CHLORINE TRIFLUORIDE		2.3	UN1749
4920353	ETHYLENE OXIDE		2.3	UN1040
4920354	GERMANE		2.3	UN2192
4920355	METHYL MERCAPTAN		2.3	UN1064
4920356	PERCHLORYL FLUORIDE		2.3	UN3083
4920357	SILICON TETRAFLUORIDE	3	2.3	UN1859
4920359	AMMONIA, ANHYDROUS		2.3	UN1005
4920360	AMMONIA SOLUTIONS		2.3	UN3318
4920368	LIQUEFIED GAS, TOXIC, N.O.S.		2.3	UN3162
4920369	LIQUEFIED GAS, TOXIC, N.O.S.		2.3	UN3162
4920371	TUNGSTEN HEXAFLUORIDE		2.3	UN2196
4920373	COMPRESSED GAS, TOXIC, N.O.S.		2.3	UN1955
4920375	COMPRESSED GAS, TOXIC, N.O.S.		2.3	UN1955
4920378	COMPRESSED GAS, TOXIC, FLAMMABLE, N.O.S.		2.3	UN1953
4920379	COMPRESSED GAS, TOXIC FLAMMABLE, N.O.S.		2.3	UN1953
4920380	LIQUEFIED GAS, TOXIC, FLAMMABLE, N.O.S.		2.3	UN3160
4920381	LIQUEFIED GAS, TOXIC FLAMMABLE, N.O.S.		2.3	UN3160
4920382	LIQUEFIED GAS, TOXIC, FLAMMABLE, N.O.S.		2.3	UN3160
4920392	CHLOROPICRIN AND METHYL CHLORIDE MIXTURES		2.3	UN1582
4920394	METHYLCHLOROSILANE		2.3	UN2534
4920395	CYANOGEN		2.3	UN1026
4920396	COMPRESSED GAS, TOXIC, FLAMMABLE, N.O.S.		2.3	UN1953
4920398	DICHLOROSILANE		2.3	UN2189
4920399	CARBON MONOXIDE, COMPRESSED		2.3	UN1016
4920502	HYDROGEN BROMIDE, ANHYDROUS		2.3	UN1048
4920503	HYDROGEN CHLORIDE, ANHYDROUS		2.3	UN1050
4920504	HYDROGEN CHLORIDE, REFRIGERATED LIQUID		2.3	UN2186
4920508	SULFUR DIOXIDE		2.3	UN1079
4920509	NITROSYL CHLORIDE		2.3	UN1069
4920510	GAS IDENTIFICATION SET		2.3	NA9035
4920511	CARBON MONOXIDE, REFRIGERATED LIQUID		2.3	NA9202
4920513	HYDROGEN SULFIDE		2.3	UN1053
4920515	HEXAETHYL TETRAPHOSPHATE AND COMPRESSED GAS MIXTURES		2.3	UN1612
4920516	CHLOROPICRIN AND METHYL BROMIDE MIXTURES		2.3	UN1581
4920518	METHYL BROMIDE		2.3	UN1062
4920522	BORON TRIFLUORIDE	4	2.3	UN1008
4920523	CHLORINE		2.3	UN1017
4920526	SULFURYL FLUORIDE		2.3	UN2191

Hazardous materials (UN/NA code)	Proper shipping name	See note for additional information	Class	UN number
4920527	COAL GAS, COMPRESSED		2.3	UN1023
4920528	HEXAFLUOROACETONE		2.3	UN2420
4920530	ORGANIC PHOSPHATE, MIXED WITH COMPRESSED GAS		2.3	NA1955
4920534	GAS SAMPLE, NON-PRESSURIZED, TOXIC, FLAMMABLE, N.O.S.		2.3	UN3168
4920535	PARATHION AND COMPRESSED GAS MIXTURE		2.3	NA1967
4920536	GAS SAMPLE, NON-PRESSURIZED, TOXIC, N.O.S.		2.3	UN3169
4920547	CHLOROPICRIN AND METHYL BROMIDE MIXTURES		2.3	UN1581
4920550	INSECTICIDE GASES, TOXIC, N.O.S.		2.3	UN1967
4920559	CARBONYL FLUORIDE	5	2.3	UN2417
4920570	COMPRESSED GAS, TOXIC, N.O.S.		2.3	UN1955
4920571	LIQUEFIED GAS, TOXIC, N.O.S.		2.3	UN3162
4920715	BROMINE CHLORIDE		2.3	UN2901
4921000	TOXIC BY INHALATION LIQUID, N.O.S.		6.1	UN3382
4921003	TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.		6.1	UN3384
4921004	ALLYLAMINE		6.1	UN2334
4921006	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, N.O.S.		6.1	UN3386
4921008	METHYL PHOSPHONOUS DICHLORIDE		6.1	NA2845
4921009	CHLOROACETONITRILE		6.1	UN2668
4921010	CYCLOHEXYL ISOCYANATE		6.1	UN2488
4921016	PHOSPHORUS TRICHLORIDE		6.1	UN1809
4921019	ALLYL ALCOHOL		6.1	UN1098
4921020	ETHYL CHLOROFORMATE		6.1	UN1182
4921023	TOXIC BY INHALATION LIQUID, OXIDIZING, N.O.S.		6.1	UN3388
4921024	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.		6.1	UN3390
4921027	N-BUTYL ISOCYANATE		6.1	UN2485
4921028	HYDROCYANIC ACID, AQUEOUS SOLUTIONS		6.1	UN1613
4921029	TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.		6.1	UN3384
4921063	TRIMETHYLACETYL CHLORIDE		6.1	UN2438
4921202	DIMETHYLHYDRAZINE, UNSYMMETRICAL		6.1	UN1163
4921207	SEC-BUTYL CHLOROFORMATE		6.1	NA2742
4921211	ISOBUTYL CHLOROFORMATE		6.1	NA2742
4921213	TRIMETHOXYSILANE		6.1	NA9269
4921216	PHENYL ISOCYANATE		6.1	UN2487
4921239	HYDROGEN CYANIDE, SOLUTION IN ALCOHOL		6.1	UN3294
4921245	METHANESULFONYL CHLORIDE		6.1	UN3246
4921248	CROTONALDEHYDE	6	6.1	UN1143
4921251	DIMETHYLHYDRAZINE, SYMMETRICAL		6.1	UN2382
4921252	ISOPROPYL CHLOROFORMATE		6.1	UN2407
4921254	DIKETENE, STABILIZED		6.1	UN2521
4921255	METHYL ORTHOSILICATE		6.1	UN2606
4921275	METHYLDICHLOROARSINE		6.1	NA1556

Hazardous materials DOT/UN code	Proper shipping name	Section of 49 CFR information	Class	UN number
4921287	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.		6.1	UN3390
4921288	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.		6.1	UN3390
4921304	METHYL IODIDE		6.1	UN2644
4921401	ACETONE CYANOHYDRIN, STABILIZED		6.1	UN1541
4921402	2-CHLOROETHANAL		6.1	UN2232
4921404	ETHYLDICHLOROARSINE		6.1	UN1892
4921405	DIMETHYL SULFATE	7	6.1	UN1595
4921413	PHENYL MERCAPTAN		6.1	UN2337
4921414	CHLOROPICRIN		6.1	UN1580
4921420	ETHYLENE CHLOROXYDRIN		6.1	UN1135
4921437	PHOSPHORUS OXYCHLORIDE		6.1	UN1810
4921438	METHYL BROMIDE AND ETHYLENE DIBROMIDE MIXTURES, LIQUID		6.1	UN1647
4921439	CHLOROACETONITRILE		6.1	UN2668
4921440	METHACRYLONITRILE, STABILIZED		6.1	UN3079
4921441	TOXIC BY INHALATION LIQUID, FLAMMABLE, CORROSIVE, N.O.S.		6.1	UN3489
4921447	TOXIC BY INHALATION LIQUID, CORROSIVE, FLAMMABLE, N.O.S.		6.1	UN3493
4921458	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, FLAMMABLE, N.O.S.		6.1	UN3491
4921462	TITANIUM TETRACHLORIDE		6.1	UN1838
4921463	TETRANITROMETHANE		6.1	UN1510
4921465	THIOPHOSGENE		6.1	UN2474
4921473	PERCHLOROMETHYLMERCAPTAN		6.1	UN1670
4921487	METHYL ISOTHIOCYANATE		6.1	UN2477
4921495	2-METHYL-2-HEPTANETHIOL		6.1	UN3023
4921497	ETHYLENE DIBROMIDE		6.1	UN1605
4921558	CHLOROACETONE, STABILIZED		6.1	UN1695
4921587	PHENYL CARBYLAMINE CHLORIDE		6.1	UN1672
4921695	METHYL PHOSPHONIC DICHLORIDE		6.1	NA9206
4921722	HEXACHLOROCYCLOPENTADIENE		6.1	UN2646
4921727	BROMOACETONE		6.1	UN1569
4921730	N-BUTYL CHLOROFORMATE		6.1	UN2743
4921741	3,5-DICHLORO-2,4,6- TRIFLUOROPYRIDINE		6.1	NA9264
4921742	ETHYL PHOSPHONOUS DICHLORIDE, ANHYDROUS		6.1	NA2845
4921744	ETHYL PHOSPHORODICHLORIDATE		6.1	NA2927
4921745	ETHYL PHOSPHONOTHIOIC DICHLORIDE, ANHYDROUS		6.1	NA2927
4921746	CHLOROPIVALOYL CHLORIDE		6.1	NA9263
4921756	N-PROPYL CHLOROFORMATE		6.1	UN2740
4923113	ALLYL CHLOROFORMATE		6.1	UN1722
4923117	CHLOROACETYL CHLORIDE		6.1	UN1752
4923209	ARSENIC TRICHLORIDE		6.1	UN1560
4923298	THIOPHOSGENE		6.1	UN2474
4927004	IRON PENTACARBONYL		6.1	UN1994

Hazardous materials (proper shipping name)	Proper shipping name	UN identification number	HAZARDOUS CLASSIFICATION	UN identification number
4927006	ETHYLENEIMINE, STABILIZED		6.1	UN1185
4927007	ACROLEIN, STABILIZED		6.1	UN1092
4927008	METHYL CHLOROFORMATE		6.1	UN1238
4927009	METHYL ISOCYANATE		6.1	UN2480
4927010	NICKEL CARBONYL		6.1	UN1259
4927011	METHYLHYDRAZINE		6.1	UN1244
4927012	METHYL CHLOROMETHYL ETHER		6.1	UN1239
4927014	HYDROGEN CYANIDE, STABILIZED		6.1	UN1051
4927018	TOXIC BY INHALATION LIQUID, N.O.S.		6.1	UN3381
4927019	TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.		6.1	UN3383
4927022	METHYL VINYL KETONE, STABILIZED		6.1	UN1251
4927023	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, N.O.S.		6.1	UN3385
4927024	TOXIC BY INHALATION LIQUID, OXIDIZING, N.O.S.		6.1	UN3387
4927025	N-PROPYL ISOCYANATE		6.1	UN2482
4927026	TERT-BUTYL ISOCYANATE		6.1	UN2484
4927028	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.		6.1	UN3389
4927029	TOXIC BY INHALATION LIQUID, CORROSIVE, FLAMMABLE, N.O.S.		6.1	UN3492
4927031	TOXIC BY INHALATION LIQUID, FLAMMABLE, CORROSIVE, N.O.S.		6.1	UN3488
4927034	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, FLAMMABLE, N.O.S.		6.1	UN3490
4927035	ETHYL ISOCYANATE		6.1	UN2481
4927036	ISOBUTYL ISOCYANATE		6.1	UN2486
4927037	ISOPROPYL ISOCYANATE		6.1	UN2483
4927038	METHOXYMETHYL ISOCYANATE		6.1	UN2605
4927039	SULFURYL CHLORIDE		6.1	UN1834
4930024	HYDROGEN FLUORIDE, ANHYDROUS		8	UN1052
4930030	SULFURIC ACID, FUMING		8	UN1831
4930050	SULFUR TRIOXIDE, STABILIZED		8	UN1829
4930204	CHLOROSULFONIC ACID		8	UN1754
4930260	SULFURYL CHLORIDE		8	UN1834
4931201	NITRIC ACID, RED FUMING		8	UN2032
4932010	BORON TRIBROMIDE		8	UN2692
4932352	PHOSPHORUS OXYCHLORIDE		8	UN1810
4932385	TITANIUM TETRACHLORIDE		8	UN1838
4933327	ETHYL CHLOROTHIOFORMATE		8	UN2826
4935231	TRICHLOROACETYL CHLORIDE		8	UN2442
4936110	BROMINE		8	UN1744

Additional proper shipping name information						
Note	Hazardous materials response code	UN #	Class	Proper shipping name (international)	Proper shipping name (Canada)	Proper shipping name (US)
1	4920107	UN1911	2.3	DIBORANE	DIBORANE, COMPRESSED	DIBORANE
2	4920326	UN2198	2.3	PHOSPHORUS PENTAFLUORIDE	PHOSPHORUS PENTAFLUORIDE, COMPRESSED	PHOSPHORUS PENTAFLUORIDE
3	4920357	UN1859	2.3	SILICON TETRAFLUORIDE	SILICON TETRAFLUORIDE, COMPRESSED	SILICON TETRAFLUORIDE
4	4920522	UN1008	2.3	BORON TRIFLUORIDE	BORON TRIFLUORIDE, COMPRESSED	BORON TRIFLUORIDE
5	4920559	UN2417	2.3	CARBONYL FLUORIDE	CARBONYL FLUORIDE, COMPRESSED	CARBONYL FLUORIDE
6	4921248	UN1143	6.1	CROTONALDEHYDE	CROTONALDEHYDE, STABILIZED	CROTONALDEHYDE
7	4921405	UN1595	6.1	DIMETHYL SULPHATE	DIMETHYL SULFATE	DIMETHYL SULFATE

TIH/PIH Commodities in addition to those above. The below TIH/PIH commodities are specific to those in Packing Group 1 (PGI) as found in Appendix to Tariff 1: Intermodal Safety Standards and Restricted Commodities (Subject to Special Provision 23 of the Transportation of Dangerous Goods Regulations.)

Hazardous materials response code	Proper shipping name	Class	UN number
4923210	ARSENIC COMPOUND, LIQUID, N.O.S.	6.1	UN1556
4921620	DYE INTERMEDIATE, LIQUID, TOXIC, N.O.S.	6.1	UN1602
4923230	CYANIDE SOLUTION, N.O.S.	6.1	UN1935
4923306	MERCURY COMPOUND, LIQUID, N.O.S.	6.1	UN2024
4921428	ISOCYANATE SOLUTION, TOXIC, N.O.S.	6.1	UN2206
4923408	CADMIUM COMPOUND	6.1	UN2570
4921618	BIPYRIDILIUM PESTICIDE, SOLID, TOXIC	6.1	UN2781
4910545	ORGANOPHOSPHORUS PESTICIDE, LIQUID, FLAMMABLE, TOXIC	3	UN2784
4921655	ORGANOTIN COMPOUND, LIQUID, N.O.S.	6.1	UN2788
4921068	TOXIC LIQUID, ORGANIC, N.O.S.	6.1	UN2810
4925275	TOXIC LIQUID, ORGANIC, N.O.S.	6.1	UN2810
4921436	PESTICIDE, LIQUID, TOXIC, N.O.S.	6.1	UN2902
4925270	PESTICIDE, LIQUID, TOXIC, N.O.S.	6.1	UN2902
4921056	PESTICIDE, LIQUID, TOXIC, FLAMMABLE, N.O.S.	6.1	UN2903
4921201	TOXIC LIQUIDS, CORROSIVE, ORGANIC, N.O.S.	6.1	UN2927
4921060	TOXIC LIQUID, FLAMMABLE, ORGANIC, N.O.S.	6.1	UN2929
4921012	CARBAMATE PESTICIDE, LIQUID, TOXIC, FLAMMABLE	6.1	UN2991
4921624	CARBAMATE PESTICIDE, LIQUID, TOXIC	6.1	UN2992
4923503	ARSENICAL PESTICIDE, LIQUID, TOXIC, FLAMMABLE	6.1	UN2993
4923301	ARSENICAL PESTICIDE, LIQUID, TOXIC	6.1	UN2994
4921039	ORGANOCHLORINE PESTICIDE, LIQUID, TOXIC, FLAMMABLE	6.1	UN2995

Hazardous material Proper shipping name	Proper shipping name	Class	UN number
4921671	ORGANOCHLORINE PESTICIDE, LIQUID, TOXIC	6.1	UN2996
4921035	TRIAZINE PESTICIDE, LIQUID, TOXIC, FLAMMABLE	6.1	UN2997
4921664	TRIAZINE PESTICIDE, LIQUID, TOXIC	6.1	UN2998
4921037	THIOCARBAMATE PESTICIDE, LIQUID, TOXIC, FLAMMABLE	6.1	UN3005
4921632	THIOCARBAMATE PESTICIDE, LIQUID, TOXIC	6.1	UN3006
4923505	COPPER BASED PESTICIDE, LIQUID, TOXIC, FLAMMABLE	6.1	UN3009
4923331	COPPER BASED PESTICIDE, LIQUID, TOXIC	6.1	UN3010
4923502	MERCURY BASED PESTICIDE, LIQUID, TOXIC, FLAMMABLE	6.1	UN3011
4921652	MERCURY BASED PESTICIDE, LIQUID, TOXIC	6.1	UN3012
4921075	SUBSTITUTED NITROPHENOL PESTICIDE, LIQUID, TOXIC, FLAMMABLE	6.1	UN3013
4921667	SUBSTITUTED NITROPHENOL PESTICIDE, LIQUID, TOXIC	6.1	UN3014
4921031	BIPYRIDILIUM PESTICIDE, LIQUID, TOXIC, FLAMMABLE	6.1	UN3015
4921616	BIPYRIDILIUM PESTICIDE, LIQUID, TOXIC	6.1	UN3016
4921065	ORGANOPHOSPHORUS PESTICIDE, LIQUID, TOXIC, FLAMMABLE	6.1	UN3017
4921442	ORGANOPHOSPHORUS PESTICIDE, LIQUID, TOXIC	6.1	UN3018
4921038	ORGANOTIN PESTICIDE, LIQUID, TOXIC, FLAMMABLE	6.1	UN3019
4921646	ORGANOTIN PESTICIDE, LIQUID, TOXIC	6.1	UN3020
4923504	COUMARIN DERIVATIVE PESTICIDE, LIQUID, TOXIC, FLAMMABLE	6.1	UN3025
4921309	COUMARIN DERIVATIVE PESTICIDE, LIQUID, TOXIC	6.1	UN3026
4921218	ISOCYANATE SOLUTION, TOXIC, FLAMMABLE, N.O.S.	6.1	UN3080
4921273	TOXIC LIQUID, OXIDIZING, N.O.S.	6.1	UN3122
4921058	TOXIC LIQUID, WATER-REACTIVE, N.O.S.	6.1	UN3123
4923460	ALKALOID SALTS, LIQUID, N.O.S.	6.1	UN3140
4923197	DISINFECTANT, LIQUID, TOXIC, N.O.S.	6.1	UN3142
4921785	NICOTINE COMPOUND, LIQUID, N.O.S.	6.1	UN3144
4921243	NITRILES, TOXIC, FLAMMABLE, N.O.S.	6.1	UN3275
4921244	NITRILES, TOXIC, N.O.S.	6.1	UN3276
4921229	ORGANOPHOSPHORUS COMPOUND, TOXIC, N.O.S.	6.1	UN3278
4921230	ORGANOPHOSPHORUS COMPOUND, TOXIC FLAMMABLE, N.O.S.	6.1	UN3279
4921241	ORGANOARSENIC COMPOUND, N.O.S.	6.1	UN3280
4921231	METAL CARBONYLS, N.O.S.	6.1	UN3281
4921242	ORGANOMETALLIC COMPOUND, TOXIC, N.O.S.	6.1	UN3282

EXHIBIT B

REDACTED

From: Chris Sore [mailto:Chris_Sore@cpr.ca]
Sent: Wednesday, December 31, 2014 12:52 PM
To: Ritchie, Mark
Subject: Update: CPRS 2244

Mark, per our telephone conversation earlier this morning, following is an updated copy of CPRS 2244.

Chris

CP TARIFF INC.	ITEM:	100
7550, OGDEN DALE ROAD S.W.	REVISION:	3
CALGARY, AB T2C 4X9	ISSUE DATE:	DEC 31, 2014
CPRS 2244-B	EFFECTIVE DATE	JAN 01, 2015
	EXPIRY DATE:	DEC 31, 2015

PAGE REVISIONS:

Unless otherwise provided, the amendment of a page will be made by reprinting the page, and showing a revision number. The revision numbers will be used in consecutive order, beginning with the first revised page. A revised page cancels previously issued pages bearing the same page number.

REFERENCE MARKS:

(I)- Increase
(N)- Change in wording which results in neither an increase nor a reduction in charges;
(R)- Reduction

{N}This Tariff will be governed by and is subject to the following, generally applicable published tariffs as may be amended from time to time: CPRS 1, CPRS 2, CPRS 6, CPRS 7, CPRS 8, CPRS 10, CPRS 9700, CPRS 9800, OPSL 6000 and UFC 6000

COMMODITY: ANHYDROUS AMMONIA	STCC:	28 198 15
CAR TYPE: SHIPPER OWNED/LEASED TANK CAR	ROUTING:	CPRS DIRECT
CUSTOMER: AGRIMUM	MINIMUM WEIGHT:	155,000 LBS

ORIGIN	DESTINATION	RATE PER NET TON (US\$)	OTHER PROVISIONS
AB CHIGWELL	NY GLENS FALLS		-
	ND LEAL		-
AB CLOVER BAR AB SCOTFORD	ND LEAL		1
AB WEST CARSELAND	ND LEAL		-

Non-normalized steel tank cars will not be accepted for transportation of Commodity on CP as of and after April 7, 2014.

Rates apply to Commodity shipped in normalized steel tank cars.

1- Price includes switching charges at origin.

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