

STEP TOE & JOHNSON LLP  
ATTORNEYS AT LAW

Anthony J. LaRocca  
202 429 8119  
alarocca@step toe.com

1330 Connecticut Avenue NW  
Washington DC 20036-1795  
Tel 202 429 3000  
Fax 202 429 3902  
step toe.com

November 4, 2011

Ms. Cynthia Brown  
Chief, Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, SW  
Washington, DC 20423-0001

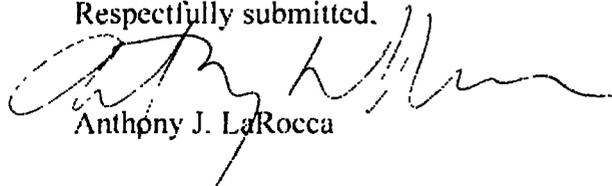
231246

Re: *Canexus Chemicals Canada L.P. v. BNSF Railway Company*,  
Docket No. NOR 42131

Dear Ms. Brown:

Pursuant to the Board's November 1, 2011 decision in this matter, BNSF hereby notifies the Board that it has reinstated its prior common carrier pricing authority that applies to movements of chlorine from North Vancouver, BC to Kansas City for interchange with Union Pacific Railroad Company. A copy of the reinstated pricing authority is attached. The pricing authority has a termination date of January 31, 2012, but the pricing authority will automatically be extended if the Board does not issue a decision in this matter by January 31, 2012. The Board's November 1, 2011 decision stated that the emergency service order entered by the Board on October 14, 2011 will be terminated upon reinstatement of BNSF's prior common carrier pricing authority.

Respectfully submitted,



Anthony J. LaRocca

cc: Counsel of Record

Office of Proceedings

NOV 04 2011

Part of  
Public Record

**Please Note** Always check price authority documents for applicable rules and conditions  
BNSF prices are subject to conditions which can be viewed by selecting  
the 'price conditions' button for a given price Prices are subject to change

**Price Retrieval:**

**Search Date:** 2011-11-04 10 23  
**Ship date:** 2011-11-04  
**Origin Station/State:** NORTH VANCOUVER, BC  
**Destination Station/State:** KANSAS CITY, MO  
**STCC:** 2812815  
**Commodity Description:** CHLORINE GAS, LIQUEFIED  
**Authority:** BNSF 90096 ITEM: 5000  
**Effective date:** 11/03/2011  
**Expiration date:** 01/31/2012  
**Equipment:** Price applies in Shipper Owned or Leased Tank Cars Mileage payments will not apply  
**Route:** BNSF  
**Price in \$ PER CAR:** \$18980.00  
**Estimated Fuel Surcharge Cost per Mile:** \$0 34 / Mile  
**\* Total Estimated Fuel Surcharge:** \$716 04  
**Estimated Base Price and Fuel Surcharge:** \$ 19696 04

**Price Conditions:**

Price applies in United States funds.  
No mileage allowance will be paid Customer warrants that its interest in the equipment used under rates in this price list is sufficient to permit it to waive full payment of mileage allowances, customer and railroad agree that railroad will not be liable for mileage allowances in excess of the above obligation. In the event that a party other than customer submits a claim to railroad for mileage allowance payments in excess of railroad's obligation under this price list, customer shall at railroad's option either (1) release defend and indemnify railroad from said claim including attorney's fees and cost of litigation or (2) reimburse railroad for excess mileage allowances paid by railroad within (30) days of notice by railroad  
Origin and Destination groups used in this Price Authority are defined in BNSF Geography Group Book, BNSF-5 This Book is located on the BNSF website at bnsf.com  
**BILLING** Each shipment made under this price list shall be evidenced by a standard uniform straight bill of lading, order notify bill of lading (bill of lading) or shipping order At the time shipment is tendered the original and all copies of the bill of lading or shipping order or other shipping orders shall contain reference to Price List BNSF 90096 **PAYMENT PLAN** Payment of all charges shall be made according to Surface Transportation Board or Canadian Credit Regulations and subsequent amendments If payments are not made within the prescribed credit period, or if customer does not have credit with BNSF, payment may be required in advance of service Rates and charges in this price list are payable to railroad in United States funds **LOSS AND DAMAGE** Standard common carrier liability pursuant to 49 U S C 11706 will apply on shipments made under this price list Accordingly, railroad shall not be liable for any loss, damage or injury caused by an act of God, the public enemy, act of the customer, a public authority, or inherent vice or nature of the goods  
Railroad shall not be liable for any loss, damage or injury due to improper loading Pursuant to 49 U S C 11706, all claims against railroad must be brought within nine (9) months and all civil actions against railroad must be brought within two (2) years  
**EQUIPMENT HANDLING HAZARDOUS MATERIAL** Equipment used under this price list shall be privately owned or leased cars as described in Tariff and ICC RER 6411-Series and tendered to railroad in accordance with all applicable hazardous material regulations of the United States Department of Transportation (DOT), as published in 49 CFR This price list does not commit railroad to accept privately owned or leased equipment that does not have OT-5 approval from railroad Customer shall indemnify and hold harmless railroad for loss, damage or

injury due to any defects in privately owned or leased equipment, improper loading practices, or failure to properly close, secure and tender loaded or empty equipment, as prescribed by DOT regulations. Customer shall indemnify and hold harmless railroad for loss, damage or injury due to presence of any trace chemicals or contaminants in the commodity which are not described in the commodity's proper shipping name, as provided in Column of Section 172.01 of United States Department of Transportation. Customer warrants that its interest in the equipment used under the price list is sufficient to permit it to waive full payment of mileage allowances. Customer and railroad agree that railroad will not be liable for mileage allowances. In the event that a party other than customer submits a claim to railroad for mileage allowance under this price list, customer shall, at railroad's option either (1) release, defend and indemnify railroad from said claim including attorney's fees and cost of litigation, or (2) reimburse railroad for excess mileage allowances paid by railroad within thirty (30) days of notice by railroad.

**FORCE MAJEURE** In the event any party cannot perform under this price list due to or as a result of the following causes: Acts of God, including, but not limited to flood, storm, earthquake, hurricane, tornado, or other severe weather or climatic conditions, acts of public enemy, war, blockade, insurrection, derailment, vandalism, sabotage, fire, accident, wreck, washout or explosion, labor strike or interference, lockout or labor dispute, shortage of diesel fuel, embargo or AAR service order or governmental law, orders or regulation, or breakage of machinery, and/or any like causes beyond the reasonable control of customer or railroad, the parties' obligations under this tariff shall be suspended to the extent made necessary by the Force Majeure event at the affected origin(s) and/or destination(s) during any such disability period insofar as it applies to the affected location(s). Suspension shall not result in extension of the term of this price list. The party claiming the Force Majeure shall take all reasonable steps to remove the Force Majeure event and shall promptly notify the other party(ies) within a period of five (5) days, excluding weekends and holidays when it learns of the existence of a Force Majeure condition and will similarly notify the other party(ies) within a period of five (5) days, excluding weekends and holidays, when the Force Majeure is terminated.

**GOVERNING PROVISIONS** Except as otherwise provided for in this price list, shipments moving under this price list will be governed by the tariffs, exempt circulars, rate memorandums, rules and regulations which would apply if this price list were not in effect, except that origin and destination intermediate application rules will not apply. If, for any reason, any rule, regulation, or provision of any tariff, exempt circular or rate memorandum referenced under this price list is canceled or becomes inapplicable, the last published provision that would have been applied will govern. In the event of conflict between the above referenced rules, regulations, etc. which are herein incorporated by general reference, and this price list, this price list shall govern. Railroad's obligation to provide service under this price list shall be no greater than it would be as a common carrier. Services or other matters not specifically addressed in this price list, including but not limited to, loss and limitations, shall continue to be governed by rules, regulations, tariffs, and statutory provisions, as amended from time to time, which would apply if it were not for this price list, and which are incorporated herein by reference. This price list shall not relieve railroad of its common carrier obligations as set forth in the uniform straight bill of lading terms and conditions. Said terms and conditions shall govern all shipments made hereunder and are incorporated herein by reference and made a part hereof as if fully herein set forth, provided, however, that in the event of any inconsistency between said terms and conditions and any other provisions of this price list, the provisions of this price list shall govern. Transit of any kind, inspection, or stopping-in-transit for completion of loading or partial unloading, does not apply. Diversion and reconsignment privileges do not apply in connection with shipments moving under the provisions of this tariff. Provisions of the applicable demurrage book will govern.

**INDEMNIFICATION** Upon delivery to and acceptance by customer of the commodity transported under this price list ("Commodity"), railroad and railroad's

affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents (collectively "Indemnitees") shall be relieved from any further obligation with regard to the disposition of the Commodity. Customer hereby agrees to release, defend, indemnify, and hold railroad harmless for, from and against any and all losses, damages (including special, incidental, and consequential damages), suits, liabilities, fines, penalties, costs, causes of action, demands, judgments and expenses (including without limitation, court costs, attorneys' fees, and costs of investigation, removal and remediation and government oversight costs) environmental or otherwise (collectively "Liabilities") of any nature, kind or description of any person or entity directly or indirectly arising out of resulting from or related to (in whole or in part) the disposition of the Commodity, or the work performed by customer or a licensed EPA cleanup-disposal operator designated by customer under this price list, including but not limited to, damages caused by sudden pollution. Customer shall, at the sole option of railroad, defend the indemnitees at customer's sole expense in any claim involving the same. The foregoing indemnification and hold harmless provision shall not apply to any Liabilities wholly caused by the sole negligence of any Indemnitee.

Each railroad party to this price list represents and warrants that it is and will maintain the ability to be financially responsible for general liability (including contractual liability) insurance of not less than ten million dollars combined single incident limit for bodily injury and property damage. Customer agrees to keep in force general liability (including contractual liability) insurance of not less than ten million dollars combined single incident limit for bodily injury and property damage. Certification of insurance will be furnished by customer to railroad(s) party to this tariff.

**JOINT LIABILITY** Each party shall indemnify ("Indemnifying Party") and hold harmless the other party for all judgments, awards, claims, demands, and expenses, including without limitation, attorneys' fees, environmental damage, hazardous materials damage, fines or penalties, for injury or death to all persons, including Railroad's and Customer's officers and employees, and for loss and damage to property belonging to any person whomsoever ("Loss or Damage"), arising during the transportation of the commodity under this tariff, but only to the extent the Indemnifying Party's negligence causes or contributes to any such Loss or Damage. In the event the proximate cause of such Loss or Damage cannot be determined, any liability for such Loss or Damage shall be shared equally between Railroad and Customer.

**LINE ABANDONMENT** The terms of this price list in no way obligates the railroad to continue ownership, maintenance (including weight standards) or operations of any rail lines. Railroad will not be liable for any increased transportation costs or consequential damages that may result from such discontinuation.

**INSPECTION AND CLEANING OF EQUIPMENT** If equipment owned or leased by railroad is used by customer or its designated agent to transport commodity named under this price list, customer shall assume and be responsible for cleaning and decontaminating the equipment to the satisfaction of railroad, before said equipment is returned to railroad. Customer shall assume and be responsible for visually inspecting and removing any residual waste from the equipment and insuring that sludge, or other residue contaminants resulting from the cleaning of the rail cars shall be properly disposed of in full accordance with applicable requirements of federal, state and local laws and regulations. If customer fails to decontaminate railroad furnished equipment used to transport commodity named under this price list to the reasonable satisfaction of railroad, railroad will have the right to have said equipment cleaned and all charges for cleaning will be billed directly to customer.

**LOADING AND UNLOADING** Customer shall have the sole responsibility, at its sole expense, for properly packaging, labeling, marking, blocking, bracing, placarding, loading and unloading the commodity into or out of equipment to be transported pursuant to this Agreement. Customer shall comply with the loading with the loading rules of the Association of American Railroads and applicable federal, state and local loading rules or other loading rules as modified to meet

the needs of customer subject to approval or railroad's Risk Management Division as well as applicable federal, state and local requirements regarding the handling of the commodity. Customer shall further be responsible for insuring that the load limits of any equipment used for transporting the commodity under this price list are not exceeded. In the event it is discovered that equipment has been overloaded, railroad may set out such equipment at a location convenient to railroad and shall notify customer by telephone, confirmed in writing, of the location of the overloaded equipment.

Railroad may then either (1) contact customer in which event customer shall have twenty-four (24) hours to remove excess weight, or (2) move the overloaded equipment to a location suitable for removal of the excess weight that meets with all federal, state and local requirements. In any event, customer shall be responsible for performing and bearing all costs for movement of the overloaded railcar and removal of excess weight.

Railroad will move the affected equipment to destination in such manner and time as is practicable after railroad receives notice from customer that excess weight has been removed. Customer will be responsible to advise receiver when customer is not the receiver for inspecting all railroad equipment after unloading the commodity therefrom. Customer shall be responsible to advise receiver when customer is not the receiver for cleaning and decontaminating railroad equipment before its return to the railroad, as well as any adjacent or vicinity property at the origin loading location, destination unloading location and/or any location enroute where such waste has been loaded and/or unloaded in accordance with applicable requirements of federal, state and local laws and regulations including, without limitation, DOT regulations of 49 CFR 174.57. Customer or receiver shall have the right to arrange for such responsibilities to be carried out by third parties, PROVIDED, HOWEVER, that customer shall remain obligated to railroad under its promises in this price list in such cases. Notwithstanding, the provisions of the following INDEMNIFICATION paragraph, customer shall indemnify and hold harmless railroad or the actual owners of equipment used under this price list from and against any and all liability for loss, damage (including but not limited to loss or damage to fees arising therefrom, or special and consequential damages) resulting from future use of equipment to the extent such loss, damage, personal injury or death resulted from customer's failure or negligence in inspecting and/or decontaminating equipment prior to release to railroad. NOTICE: Any notice given under this price list shall be effective when received. Notices, except as otherwise provided herein, shall be delivered to the party(ies) entitled to receive the same by personal delivery, by Registered or Certified Mail, Return Receipt Requested, or by an electronic means which can produce a written copy provided that acknowledgment of receipt of the electronic communication is obtained.

Notices shall be addressed to the appropriate party(ies) as shown below. Any notices pertaining to a Force Majeure or to matters of an emergency or operating nature may be given by a reasonable means. Any notice given verbally shall be confirmed in writing by First Class Mail as soon as practicable, if requested by party(ies) receiving such notice. Name of Company: THE BURLINGTON NORTHERN AND SANTA RAILWAY COMPANY. Attn: Name & Title. Attn: Waste Marketing, Third Floor. Address: P O Box 961065. City, State and Zip Code: Ft Worth, TX 76161-0065. Price is subject to a Fuel Surcharge. A Mileage Based Fuel Surcharge will be applied to the rates or charges in this price authority for the shipment as provided for in Item 3376-Series, Section B (\$2.50 Strike Price), of BNSF Rules Book 6100-Series. This amount will be added to the freight bill. The Price document number, correct address and patron code must be shown on the bill of lading to insure accurate billing. Payments of freight charges on interline through rates within this price authority are as follows: Freight charges must be prepaid when BNSF is the originating carrier. Freight charges must be collected when BNSF is the terminating carrier.

Rates in this price list take precedence in the following order: 1st - Point to Point, 2nd - Point to Group, Group to Point, or Group to Group, and 3rd - Mileage Scale. Transportation under this agreement is subject to BNSF Rules Book 6100-Series. A copy of this Rules Book may be obtained via the internet at [www.BNSF.com](http://www.BNSF.com). If

Customer does not have access to the internet, Customer should contact Price Management at (817) 593-1134 and a copy of BNSF Rules Book 6100 will be mailed to Customer

Price is subject to UFC 6000

Rate Publication Insert As a result of Transportation Security Administration (TSA) rail security regulations on Rail Security Sensitive Materials (RSSM), this price authority will not apply when shipments are routed via Interchange Junctions covered by Note 125 or to or from Stations covered by Note 126 of the Official Railroad Station List (OPSL 6000 series) RSSM are defined by the TSA in the Code of Federal Regulations at 49 C F R 1580 RSSM are designated by the TSA and include TIH/PIH commodities and more than 5,000 lbs of either division 1 1, 1 2, or 1 3 Explosive materials or Class 7 radioactive materials

Customers interested in shipping RSSM via the Interchange Junctions and/or Stations covered by Notes 125 and 126 of the Official Railroad Station List (OPSL 6000 series) should contact their BNSF Marketing representative.

Switching charges at Origin and Destination will be absorbed up to \$300 00 No more than \$300 00 per car will be absorbed Any additional amount will be assessed

For per car rates displayed in this Price Authority For shipments moving on per car based rates in this Price Authority, BNSF will not be required to weigh shipments Requests for weighing a car will be subject to the rules, regulations and charges found in BNSF Weighing Book BNSF-9300-Series. For weight based rates displayed in this Price Authority For shipments moving on weight based rates in this Price Authority, shipper must have a Weight Agreement and will be responsible for supplying BNSF origin weights at the time of billing. If you are unsure if you have a Weight Agreement with BNSF, please contact [auxpricing@bnsf.com](mailto:auxpricing@bnsf.com) A weighing charge will apply whenever BNSF is requested to weigh a car Except as otherwise provided herein, the rules, regulations and charges of BNSF Weighing Book, BNSF-9300 Series will apply, except item 500, paragraph C , 1, will not apply

Price may be used in combination with other prices for the portion of the shipment both prior to specified origin and subsequent to specified destination If used in combination separate freight bills will be issued for each price used according to the provisions of Railway Accounting Rule 11

~ COMMODITIES

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BNSF Railprices - IFF Price Conditions

2818239  
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\* This fuel surcharge is only an estimate based on the information you entered. Actual fuel surcharge can vary based on when the shipment occurs.