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Writer's Direct Access  
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February 23, 2006

Hon. Vernon A. Williams  
Secretary  
Surface Transportation Board  
1925 K Street, N.W.  
Room 711  
Washington, DC 20423

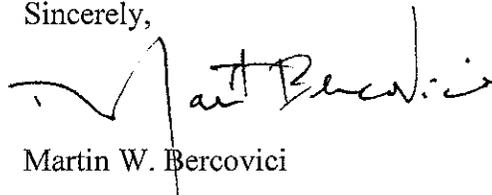
Re: Albemarle Corporation--Petition for Declaratory Order--Certain Rates and  
Practices of The Louisiana and North West Railroad Company,  
Docket No. NOR-42096; First Amendment to Petition for Declaratory Order

Dear Secretary Williams:

Enclosed, please find for filing in the above-captioned docket a First Amendment to  
Petition for Declaratory Order of Albemarle Corporation.

Your attention to this matter is appreciated.

Sincerely,



Martin W. Bercovici

Enclosure  
cc: Edward J. Fishman, Esq.

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

|   |   |                   |
|---|---|-------------------|
| <b>ALBEMARLE CORPORATION—PETITION</b>       | ) |                   |
| <b>FOR DECLARATORY ORDER—CERTAIN</b>        | ) | <b>Docket No.</b> |
| <b>RATES AND PRACTICES OF THE LOUISIANA</b> | ) | <b>NOR-42096</b>  |
| <b>AND NORTH WEST RAILROAD COMPANY</b>      | ) |                   |

**FIRST AMENDMENT TO PETITION FOR DECLARATORY ORDER OF  
ALBEMARLE CORPORATION**

Albemarle Corporation (“Albemarle”) hereby amends and supplements its Petition for Declaratory Order concerning certain rates and practices of The Louisiana and North West Railroad Company (“LNW”), said Petition having been filed on February 1, 2006.

This Amendment addresses threats made by LNW to cease providing switching services to Albemarle. This threat first was made in the letter from LNW dated November 23, 2005. *See* Exhibit 2 to the Petition. LNW then gave notice to Albemarle in the e-mail message of December 21, 2005, that all switching service would “terminate immediately.” *See* Exhibit 3 to the Petition. In a meeting of counsel for the parties with Judge Barnes in advance of the hearing held in the United States District Court for the Western District of Arkansas, El Dorado Division, on January 19, 2006, LNW’s representatives informed the court that LNW would, and indeed must under its common carrier duty, continue to provide switching services to Albemarle.

On or about February 15, 2006, Albemarle undertook to switch certain of its cars located on a portion of its own tracks, that being certain of its lead tracks which could be handled without access to LNW's main line track.<sup>1</sup> Albemarle informed LNW that it had performed a certain limited amount of switching on Thursday, February 16, 2006, in conjunction with advising LNW of the service required at the plant that day. That afternoon, Aaron Clark, Vice-President and General Manager of LNW, verbally notified Danny Wood, Albemarle's Supply Chain Manager, that effective immediately LNW would provide no further switching to Albemarle if Albemarle continued to use its own equipment to switch cars on its tracks within its own facility.<sup>2</sup>

Mr. Wood promptly sought confirmation of the verbal threat from Mr. Clark. Contemporaneously, counsel for Albemarle initiated discussion with counsel for LNW. This occurred both between local counsel in Arkansas and between undersigned transportation counsel for Albemarle and LNW's transportation counsel identified to Albemarle only that day. On Friday, February 17, 2006, Mr. Clark advised Mr. Wood that LNW would continue to switch Albemarle "at the present time."<sup>3</sup>

It is apparent that LNW is not abiding by the position committed to Judge Barnes by its representatives in the Federal District Court proceeding, nor is it abiding by its common carrier obligations. At this date, LNW's statement of intentions to Albemarle reflect no more than a temporary commitment that LNW, in its opinion, may unilaterally

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<sup>1</sup> Switching of other of Albemarle's plant lead tracks and switching to and from the storage tracks requires access to the LNW main line. LNW has locked-out Albemarle from access to the main line and specifically advised Albemarle that it will not allow Albemarle to use its tracks for switching or for any other purpose, unlike LNW's treatment of another nearby facility. As a consequence, the switching undertaken by Albemarle is only a portion of the total switching required at the site.

<sup>2</sup> LNW's position is that it will only perform its common carrier duty to provide service if, and only if, Albemarle complies with LNW's unlawful demand.

<sup>3</sup> See e-mail exchange attached as Exhibit 5 to this First Amendment to Petition (this numbering being consecutive to the exhibits in the Petition).

terminate switching service at anytime. Accordingly, Albemarle respectfully submits the following additional issues to be addressed in the current proceeding:

11. Whether, consistent with 49 U.S.C. § 11101(a), LNW may terminate switching services provided to Albemarle notwithstanding Albemarle's request for said services and, if so, whether LNW may do so precipitously and without providing the notice required by 49 U.S.C. § 11101(c)?
12. Whether it is a reasonable practice under 49 U.S.C. § 10702 for LNW to withhold service from Albemarle in retaliation for Albemarle lawfully performing some of its own service requirements on it's own tracks and/or to extort Albemarle into utilizing services which Albemarle no longer wants to be performed by LNW?

Respectfully submitted,

**ALBEMARLE CORPORATION**



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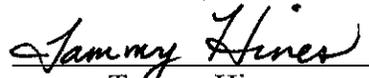
February 23, 2006

CERTIFICATE OF SERVICE

I, Tammy Hines, a secretary at the law firm of Keller and Heckman LLP, hereby certify that on this 23rd day of February, 2006, we have served the foregoing First Amendment to Petition for Declaratory Order of Albemarle Corporation on the following by electronic mail and by first class mail, postage prepaid:

Edward J. Fishman  
Kirkpatrick & Lockhart Nicholson Graham LLP  
1601 K Street, N.W.  
Washington, DC 20006-1600  
efishman@klngr.com

Attorney for The Louisiana and North West Railroad Company.

  
Tammy Hines

**Exhibit 5**

"Aaron Clark"  
<alclarklnw@bellsouth.net> To: <Danny\_Wood@albemarle.com>  
cc:  
Subject: RE: L&NW Switching Services  
02/17/2006 10:53 AM

Danny,  
My latest instructions are to switch Albemarle as usual.

From: Danny\_Wood@albemarle.com [mailto: Danny\_Wood@albemarle.com]  
Sent: Friday, February 17, 2006 8:51 AM  
To: Aaron Clark  
Subject: RE: L&NW Switching Services

Aaron,

Thanks for your quick response. From your message below, it is my understanding that L&NW will continue to provide Albemarle with switching services regardless of our switching activities within our plant facility. Please confirm that this is your intent.

DAW

Danny Wood  
Supply Chain Manager  
Albemarle Corporation  
Magnolia, AR Site  
Ph: 870-235-6374

"Aaron Clark"  
<alclarklnw@bellsouth.net> To: <Danny\_Wood@albemarle.com>  
cc:  
Subject: RE: L&NW Switching Services  
02/17/2006 08:54 AM

Danny,  
At the present time we will continue to switch Albemarle as usual.

Best Regards,  
Aaron

-----Original Message-----

From: Danny\_Wood@albemarle.com [mailto: Danny\_Wood@albemarle.com]

Sent: Thursday, February 16, 2006 4:39 PM

To: aiclarklnw@bellsouth.net

Subject: L&NW Switching Services

Aaron,

Per our conversation this afternoon, it is my understanding that L&NW will cease all switching services immediately if Albemarle continues to use our own equipment to switch cars on our tracks within our plant facility. Please confirm that this is correct by responding to this email as soon as possible.

Thanks,

DAW

Danny Wood  
Supply Chain Manager  
Albemarle Corporation  
Magnolia, AR Site  
Ph: 870-235-6374