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**BEFORE THE
SURFACE TRANSPORTATION BOARD**

SUNBELT CHLOR ALKALI PARTNERSHIP

Complainant,

v.

NORFOLK SOUTHERN RAILWAY COMPANY

and

UNION PACIFIC RAILROAD COMPANY

Defendants.

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Public Record

Docket No. NOR 42130

ANSWER OF DEFENDANT NORFOLK SOUTHERN RAILWAY COMPANY

Pursuant to 49 C.F.R. § 1111.4 and other applicable law and authority, Defendant Norfolk Southern Railway Company ("NS") respectfully submits this Answer to the Complaint filed by Complainant Sunbelt Chlor Alkali Partnership ("SunBelt") in STB Docket No. 42130 on July 26, 2011 ("Complaint").

NS denies all of the allegations of the Complaint except where this Answer specifically states otherwise.

In response to the unnumbered paragraph on pages 1-2 of the Complaint, NS denies that SunBelt has paid or will pay common carrier rates in excess of reasonable maximum levels for NS's transportation of chlorine movements between McIntosh, Alabama and New Orleans, Louisiana (the "Issue Movement"), denies that SunBelt is the real party in interest in this proceeding, and denies that SunBelt is entitled to any of the relief it seeks in this proceeding. The remainder of the unnumbered paragraph consists of a characterization of SunBelt's

Complaint, to which no response is required. To the extent that any such response is required, NS denies the remaining allegations of this paragraph.

With respect to the numbered paragraphs of the Complaint, NS responds as follows:

1. NS lacks sufficient information to admit or deny the allegations of Paragraph 1 of the Complaint. To the extent a response is required, NS denies the allegations of Paragraph 1.

2. NS admits the first two sentences of Paragraph 2 of the Complaint. With respect to the third sentence of Paragraph 2, NS admits that it is generally subject to the Interstate Commerce Commission Termination Act of 1995 and that some of its rates and practices are subject to the jurisdiction of the Board.

3. NS lacks sufficient information to admit or deny the allegations of Paragraph 3 of the Complaint. To the extent a response is required, NS denies the allegations of Paragraph 3.

4. Paragraph 4 of the Complaint consists of a characterization of SunBelt's Complaint, to which no response is required. To the extent a response is required, NS admits that the Complaint purports to challenge common carrier rates for transportation of chlorine from McIntosh, Alabama to LaPorte, Texas. NS denies that the NS and UP currently transport chlorine from McIntosh to LaPorte pursuant to a joint tariff rate. To the extent a further response is required, NS denies the remaining allegations of Paragraph 4.

5. With respect to the allegations of Paragraph 5 of the Complaint, NS admits that it transports the identified commodity between McIntosh, AL and New Orleans, LA. NS denies that the issue movements travel over the New Orleans Public Belt Railroad. NS shipments of chlorine originating at McIntosh are interchanged directly to the UP at New Orleans. To the extent a further response is required, NS denies the remaining allegations of Paragraph 5.

6. NS lacks sufficient information to admit or deny the allegations of Paragraph 6 of the Complaint. To the extent a response is required, NS denies the allegations of Paragraph 6.

7. With respect to the allegations in Paragraph 7 of the Complaint, NS admits that prior to March 31, 2011 NS and UP transported chlorine from McIntosh to LaPorte pursuant to transportation contract NS-C-19551. NS-C-19551 was a contract between NS, UP, and SunBelt Chlor Alkali Partnership, and the contract was also signed by Olin Corporation as Operator for SunBelt Chlor Alkali Partnership. Contract NS-C-19551 expired on March 30, 2011. To the extent a further response is required, NS denies the remaining allegations of Paragraph 7.

8. NS admits the allegations of Paragraph 8 of the Complaint.

9. With respect to the allegations in Paragraph 9 of the Complaint, NS admits that on April 11, 2011 it notified SunBelt that NSRQ 70319 would be replaced with a new tariff rate in twenty days, but denies that the notice was issued "just ten days after NSRQ 70319 became effective." NS informed SunBelt that it would be cancelling NSRQ 70319 twelve days after the March 31, 2011 effective date of the tariff and 53 days after NS first issued NSRQ 70319. To the extent a further response is required, NS admits the remaining allegations of Paragraph 9.

10. With respect to the allegations of Paragraph 10 of the Complaint, NS admits that on April 11, 2011 it informed SunBelt that UP had published a joint rate for the Issue Movement in UPTF 4955, Item 1000-A. NS denies that the effective date of this new joint rate was May 1, 2011 – the rate was effective on May 2, 2011. To the extent a further response is required, NS admits the remaining allegations of Paragraph 10.

11. With respect to the allegations of Paragraph 11 of the Complaint, NS denies that it agreed to maintain NSRQ 70319 in effect through July 25, 2011; it initially agreed to maintain NSRQ 70319 in effect through July 22, 2011, and later agreed that NSRQ 70319 would expire

on July 29, 2011. NS further admits that SunBelt shipped chlorine pursuant to the common carrier tariff rates in NSRQ 70319 before NSRQ 70319 expired. To the extent a further response is required, NS denies the remaining allegations of Paragraph 11.

12. NS lacks sufficient information to admit or deny the allegations of the first sentence of Paragraph 12 of the Complaint. With respect to the allegations of the second and third sentences of Paragraph 12, NS admits that SunBelt requested that NS publish a Rule 11 proportional tariff from McIntosh to New Orleans that could be used in a through movement to LaPorte. On July 29, 2011, NS responded to SunBelt's request by issuing proportional tariff NSRQ 65912. To the extent a further response is required, NS denies the remaining allegations of Paragraph 12.

13. Paragraph 13 of the Complaint consists of a characterization of SunBelt's Complaint, to which no response is required. To the extent a response is required, NS admits that the Complaint purports to challenge NS's rates for the Issue Movement. To the extent a further response is required, NS denies the remaining allegations of Paragraph 13.

14. Paragraph 14 states a legal conclusion to which no response is required. To the extent a response is required, NS denies Paragraph 14.

15. Paragraph 15 states a legal conclusion to which no response is required. To the extent a response is required, NS states that at this early stage of this case, NS lacks sufficient information to admit or deny SunBelt's allegations regarding R/VC ratios. To the extent a further response is required, NS denies Paragraph 15.

16. Paragraph 16 states a legal conclusion to which no response is required. To the extent a response is required, NS denies Paragraph 16.

17. Paragraph 17 states a legal conclusion to which no response is required. To the extent a response is necessary, NS denies Paragraph 17.

18. Paragraph 18 states a legal conclusion to which no response is required. To the extent a response is necessary, NS denies Paragraph 18.

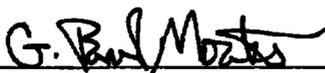
19. Paragraph 19 states a legal conclusion to which no response is required. To the extent a response is necessary, NS denies Paragraph 19.

20. Paragraph 20 states a legal conclusion to which no response is required. To the extent that a response is necessary, NS denies Paragraph 20.

The unnumbered final paragraph of the Complaint (on pages 5 and 6) states legal conclusions and requests for relief to which no response is required. To the extent a response is deemed necessary, NS denies the allegations, conclusions, and requests for relief in that final paragraph, including clauses numbered 1 through 6, and denies that SunBelt is entitled to any of the relief it seeks in this proceeding, or to any other relief.

Respectfully submitted,

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Counsel to Norfolk Southern Railway Company

Dated: August 15, 2011

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of August, 2011, I caused a copy of the foregoing Answer of Norfolk Southern Railway Company to the Complaint of Sunbelt Chlor Alkali Partnership to be served on the following parties by first class mail, postage prepaid or more expeditious method of delivery:

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