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**BEFORE THE
SURFACE TRANSPORTATION BOARD**

NRG POWER MARKETING LLC)
)
Complainant.)
)
v.)
)
CSX TRANSPORTATION, INC.)
)
Defendant)

Docket No. NOR 42122

ENTERED
Office of Proceedings

JUN 7 - 2010

Part of
Public Record

ANSWER

Pursuant to 49 C.F.R. § 1111.4 and other applicable law and authority, Defendant CSX Transportation, Inc. ("CSXT") respectfully submits this Answer to the Complaint filed by Complainant NRG Power Marketing LLC ("NRG") in STB Docket No. 42121 on May 18, 2010 ("Complaint").

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

In response to the unnumbered paragraph on page 1 of the Complaint, CSXT denies that NRG has paid or will pay common carrier rates in excess of a reasonable maximum rate for CSXT's transportation of the movements set forth in the Complaint. denies that the Board has jurisdiction over the issue movements, and denies that NRG is entitled to any of the relief it seeks in this proceeding. The remainder of the unnumbered paragraph consists of a characterization of NRG's Complaint, to which no response is required. To the extent that any such response is required, CSXT denies the remaining allegations of this paragraph.

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

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

2. CSXT lacks sufficient information to admit or deny the allegations of Paragraph 2 of the Complaint. To the extent a response is required, CSXT denies the allegations of Paragraph 2.

3. CSXT admits the first two sentences of Paragraph 3 of the Complaint. With respect to the third sentence of Paragraph 3, CSXT admits that it is generally subject to Subtitle IV of Title 49 of the United States Code, and that some of its rates and practices are subject to the jurisdiction of the Board.

4. Paragraph 4 of the Complaint consists of a characterization of NRG's Complaint, to which no response is required. To the extent a response is required, CSXT admits that the Complaint purports to challenge CSXT's tariff rates set forth in Exhibit A to the Complaint.

5. With respect to the allegations of Paragraph 5 of the Complaint, CSXT lacks sufficient information to admit or deny that since late 2003 "all" coal for the Huntley and Dunkirk Stations was transported in the manner NRG describes. CSXT admits that since 2002 it has transported unit trains of coal to the Huntley Station and the Dunkirk Station that CSXT received through interchange with the Union Pacific Railroad at Chicago, Illinois. CSXT states that these interchanges with Union Pacific typically have occurred north of Barr Yard between 59th and 75th Streets. CSXT admits that the distances stated in Paragraph 5 are approximately the distances it has transported such trains between Chicago and the Huntley and Dunkirk Stations, but denies that the distances are precisely accurate. CSXT admits that it is the only rail

carrier that serves the Huntley and Dunkirk Stations. but denies that rail service is the only competitive transportation alternative available to these facilities.

6. With respect to the allegations of Paragraph 6 of the Complaint, CSXT denies that coal was first transported to the Huntley and Dunkirk stations under the Union Pacific-CSXT joint contract with NRG “[b]eginning in late 2003”; coal was first transported under that contract in 2002. CSXT admits the remaining allegations of Paragraph 6.

7. CSXT admits the allegations of Paragraph 7.

8. With respect to the allegations of Paragraph 8, CSXT admits that NRG, CSXT, and UP failed to agree on a new joint contract. CSXT lacks sufficient information to admit or deny the allegations relating to NRG’s contract with UP. To the extent a further response is required, CSXT denies the remaining allegations of Paragraph 8.

9. CSXT admits the allegations of Paragraph 9.

10. CSXT admits the allegations of Paragraph 10.

11. Paragraph 11 consists of a characterization of NRG’s Complaint, to which no response is required. To the extent a response is required, CSXT denies Paragraph 11.

12. With respect to the allegations of Paragraph 12, CSXT admits that it is the only rail carrier that serves the Huntley and Dunkirk Station, but denies that rail service is the only competitive transportation alternative available to these facilities.

13. Paragraph 13 states a legal conclusion to which no response is required. To the extent a response is required, CSXT denies that there is a lack of effective competition from non-rail modes of transportation for the movement of coal from Chicago to the Huntley and Dunkirk Stations.

14. Paragraph 14 states a legal conclusion to which no response is required.

To the extent a response is necessary, CSXT denies Paragraph 14.

15. Paragraph 15 states a legal conclusion to which no response is required.

To the extent a response is necessary, CSXT denies Paragraph 15.

16. Paragraph 16 states a legal conclusion to which no response is required.

To the extent a response is necessary, CSXT denies Paragraph 16.

17. Paragraph 17 states a legal conclusion to which no response is required.

To the extent that a response is necessary, CSXT denies Paragraph 17.

18. Paragraph 18 states a legal conclusion to which no response is required.

To the extent that a response is necessary, CSXT denies Paragraph 18.

19. Paragraph 19 states a legal conclusion to which no response is required.

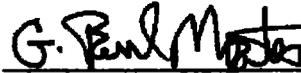
To the extent that a response is necessary, CSXT denies Paragraph 19.

20. Paragraph 20 states a legal conclusion to which no response is required.

To the extent that a response is necessary, CSXT 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, CSXT denies the allegations, conclusions, and requests for relief in that final paragraph, including clauses numbered 1 through 6, and denies that NRG is entitled to any of the relief it seeks in this proceeding or to any other relief.

Respectfully submitted,



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Dated: June 7, 2010

CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of June, 2010, I caused a copy of the foregoing Answer of CSX Transportation, Inc. to the Complaint of NRG Power Marketing LLC to be served on the following parties by first class mail, postage prepaid or more expeditious method of delivery:

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