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ENTERED
Office of Proceedings
December 7, 2023
Part of
Public Record

Crystal M. Zorbaugh

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December 7, 2023

VIA E-MAIL

David F. Rifkind
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Re: Canadian Pacific Kansas City Limited and the Kansas City Southern Railway Company, D/B/A CPKC – Acquisition and Operation – Certain Rail Line of Meridian & Bigbee Railroad, L.L.C., in Lauderdale County, Mississippi and Choctaw and Marengo Counties, Alabama, FD 36732; Alabama & Gulf Coast Railway LLC – Trackage Rights Exemption – The Kansas City Southern Railway Company D/B/A Canadian Pacific Kansas City, FD 36731; CSX Transportation, Inc. – Acquisition and Operation – Rail Line of Meridian & Bigbee Railroad, L.L.C., 36727; CSX Transportation, Inc. – Trackage Rights Exemption – Kansas City Southern Railway Company, FD 36730; Alabama & Gulf Coast Railway LLC – Trackage Rights Exemption – CSX Transportation, Inc., FD 36724; Meridian & Bigbee Railroad, L.L.C. – Discontinuance of Incidental Overhead Trackage Rights – In Lowndes and Montgomery Counties, AL, AB 1335X; CSX Transportation, Inc. – Discontinuance of Trackage Rights Exemption – in Marengo and Choctaw Counties, AL and Lauderdale County, MS, AB 55 (Sub-No. 814X)

Dear David:

On behalf of Norfolk Southern Railway Company (“NSR”) and Norfolk Southern Corporation (collectively, “Norfolk Southern”), I am enclosing herein “Norfolk Southern’s Second Discovery Requests Directed to Canadian Pacific Kansas City Limited and The Kansas City Southern Railway Company, d/b/a CPKC” (“CPKC”) in the above-captioned proceeding. This discovery is served pursuant to the Surface Transportation Board’s regulations at 49 C.F.R. §1114.21 et. seq. and related regulations.¹

Complete responses to these requests are due by December 22, 2023, which unfortunately is after our current due date. Given the current schedule, objections, if any, should be made as soon as possible.

¹ Most of the definitions and instructions remain unchanged from Norfolk Southern’s first discovery requests. Aside from dates being updated where necessary, there is one new definition, see Definition 8.

Please feel free to contact me promptly to discuss any objections or questions regarding these requests with a view toward resolving any disputes or issues of interpretation informally and expeditiously consistent with the Board's November 3, 2023² decision (as revised on November 9, 2023). I can be reached by phone at (202) 663-7831 or by e-mail at czorbaugh@bakerandmiller.com.

Sincerely,

/s/ *Crystal M. Zorbaugh*

Crystal M. Zorbaugh

cc: Parties of Record
Surface Transportation Board

² The November 3, 2023 decision embraced the following dockets: Canadian Pacific Kansas City Limited and the Kansas City Southern Railway Company, D/B/A CPKC – Acquisition and Operation – Certain Rail Line of Meridian & Bigbee Railroad, L.L.C., in Lauderdale County, Mississippi and Choctaw and Marengo Counties, Alabama, FD 36732; CSX Transportation, Inc.— Discontinuance of Trackage Rights Exemption—in Marengo & Choctaw Counties, Ala. & Lauderdale County, Miss., AB 55 (Sub-No. 814X); Alabama & Gulf Coast Railway—Trackage Rights Exemption—Kansas City Southern Railway d/b/a Canadian Pacific Kansas City, FD 36731; and CSX Transportation, Inc.—Trackage Rights Exemption—Kansas City Southern Railway, FD 36730 (referred to hereafter as “Decision ID 51913”). Decision ID 51913 at 12 ordered that parties could begin immediately and encouraged the parties “to resolve all discovery matters expeditiously and amicably.”

**BEFORE THE
SURFACE TRANSPORTATION**

FD 36732, FD 36731, FD 36730, AND AB 55 (Sub-No. 814X)

Canadian Pacific Kansas City Limited and the Kansas City Southern Railway Company, D/B/A CPKC – Acquisition and Operation – Certain Rail Line of Meridian & Bigbee Railroad, L.L.C., in Lauderdale County, Mississippi and Choctaw and Marengo Counties, Alabama; Alabama & Gulf Coast Railway—Trackage Rights Exemption—Kansas City Southern Railway d/b/a Canadian Pacific Kansas City; CSX Transportation, Inc.—Trackage Rights Exemption—Kansas City Southern Railway; CSX Transportation, Inc.—Discontinuance of Trackage Rights Exemption—in Marengo & Choctaw Counties, Ala. & Lauderdale County, Miss.

NORFOLK SOUTHERN’S SECOND DISCOVERY REQUESTS DIRECTED TO CPKC

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**Attorneys for Norfolk Southern Railway
Company and Norfolk Southern Corporation**

Dated: December 7, 2023

**BEFORE THE
SURFACE TRANSPORTATION**

FD 36732, FD 36731, FD 36730, AND AB 55 (Sub-No. 814X)

Canadian Pacific Kansas City Limited and the Kansas City Southern Railway Company, D/B/A CPKC – Acquisition and Operation – Certain Rail Line of Meridian & Bigbee Railroad, L.L.C., in Lauderdale County, Mississippi and Choctaw and Marengo Counties, Alabama; Alabama & Gulf Coast Railway—Trackage Rights Exemption—Kansas City Southern Railway d/b/a Canadian Pacific Kansas City; CSX Transportation, Inc.—Trackage Rights Exemption—Kansas City Southern Railway; CSX Transportation, Inc.—Discontinuance of Trackage Rights Exemption—in Marengo & Choctaw Counties, Ala. & Lauderdale County, Miss.

NORFOLK SOUTHERN’S SECOND DISCOVERY REQUESTS DIRECTED TO CPKC

Pursuant to 49 C.F.R. §1114.21 et. seq. and related regulations, Norfolk Southern Railway Company (“NSR”) and Norfolk Southern Corporation (collectively, “Norfolk Southern”) hereby direct the following discovery requests to Canadian Pacific Kansas City Limited and The Kansas City Southern Railway Company, d/b/a CPKC (“CPKC”). Given the current schedule, objections, if any, should be made as soon as possible. Responses likewise should be served as soon as possible, but no later than December 22, 2023. Moreover, CSXT is requested to contact the undersigned promptly to discuss any objections or questions regarding these requests with a view to resolving any disputes or issues of interpretation informally and expeditiously consistent with the Board’s directive in its November 3, 2023, decision.³

DEFINITIONS

1. “Agreement” means any agreement in the normal sense of the word and shall include without limitation whether it be formal or informal, written or oral, or memorialized in any fashion including by signed writing, memorandum, written statement, audio, orally, or in notes.

³ See Decision ID 51913 at 12 noting “Discovery may begin immediately. The parties are encouraged to resolve all discovery matters expeditiously and amicably.”

2. “Application” means CPKC’s minor application to acquire from Meridian & Bigbee Railroad, LLC (“MNBR”) and to operate approximately 50.4 route miles of rail line between Meridian, Mississippi and Myrtlewood, Alabama and related transactions filed by CPKC. See Canadian Pacific Kansas City Limited and the Kansas City Southern Railway Company, D/B/A CPKC – Acquisition and Operation – Certain Rail Line of Meridian & Bigbee Railroad, L.L.C., in Lauderdale County, Mississippi and Choctaw and Marengo Counties, Alabama, FD 36732; CSX Transportation, Inc.—Discontinuance of Trackage Rights Exemption—in Marengo & Choctaw Counties, Ala. & Lauderdale County, Miss., AB 55 (Sub-No. 814X); Alabama & Gulf Coast Railway—Trackage Rights Exemption—Kansas City Southern Railway d/b/a Canadian Pacific Kansas City, FD 36731; and CSX Transportation, Inc.—Trackage Rights Exemption—Kansas City Southern Railway, FD 36730.
3. “Board” or “STB” means the Surface Transportation Board and its predecessor agency, the Interstate Commerce Commission, if applicable.
4. “CN” means Illinois Central Railroad Company/ Canadian National Railway.
5. “Communication” means any transmission or receipt of information (whether by one or more persons or between two or more persons) by means including but not limited to in-person conversations, telephone conversations, voicemail, letters, fax, social media posts, or conversations, email, text messages, instant messages, video conversations, internet-based exchanges, written memorandum, notes, or other written medium.
6. “CPKC” means Canadian Pacific Railway Limited, a Canadian company; Canadian Pacific Railway Company (“CPRC”), which operates in Canada; and Canadian Pacific Railway Limited U.S. rail carrier subsidiaries, including the Soo Line Railroad Company (“Soo Line”), a Class I carrier; The Kansas City Southern Railway (“KCSR”), a Class I carrier, and the following Class II carriers: the Central Maine & Quebec Railway US Inc.; the Dakota, Minnesota & Eastern Railroad Corporation; the Delaware & Hudson Railway Company, Inc.; and, The Texas Mexican Railway

Company (“Tex Mex”); collectively all of which are common carriers by rail engaged in domestic interstate commerce subject to the jurisdiction of the Board under the Interstate Commerce Act, as amended, 49 U.S.C. 10101, et seq, including predecessors and successors in interest, as well as the present and former directors, officers, employees, agents, managing agents, representatives, attorneys, predecessors, successors, parents, subsidiaries, affiliates, divisions, area offices, and regional offices of the foregoing companies, and all persons acting or purporting to act on their behalf.

7. “CPKC Application” means the minor application submitted by CPKC in Canadian Pacific Kansas City Limited and the Kansas City Southern Railway Company, D/B/A CPKC – Acquisition and Operation – Certain Rail Line of Meridian & Bigbee Railroad, L.L.C., in Lauderdale County, Mississippi and Choctaw and Marengo Counties, Alabama, FD 36732.
8. “CPKC-7” means the filing that CPKC submitted on November 21, 2023, and entitled “CPKC Supplemental Information” and designated CPKC-7.
9. “CSXT” means CSX Corporation parent company to (1) CSX Transportation, Inc., a Virginia corporation, and a Class I common carrier by rail engaged in interstate commerce subject to the jurisdiction of the Board under the Interstate Commerce Act, as amended, 49 U.S.C. 10101; (2) CSX Intermodal Terminals, Inc.; (3) CSX Real Property, Inc.; (4) CSX Technology, Inc.; (5) Total Distribution Services, Inc. and (6) TRANSFLO Corporation, including its predecessors and successors in interest, as well as the present and former directors, officers, employees, agents, managing agents, representatives, attorneys, predecessors, successors, parents, subsidiaries, affiliates, divisions, area offices, and regional offices of the foregoing companies; and all persons acting or purporting to act on their behalf.
10. “CSXT Transaction” means CSXT’s Application seeking Board approval for CSXT to acquire and operate the assets comprising the rail line of Meridian & Bigbee Railroad, L.L.C. that runs approximately 93.68 miles between the cities of Burkville, Ala., and Myrtlewood, Ala., in

Lowndes, Dallas, Wilcox and Marengo Counties (referred to herein as the Eastern Line), and related transactions. See CSX Transportation, Inc. – Acquisition and Operation – Rail Line of Meridian and Bigbee Railroad, L.L.C., FD 36727; Alabama & Gulf Coast Railway— Trackage Rights Exemption—CSX Transportation, Inc., Docket No. FD 36724; Meridian & Bigbee Railroad—Discontinuance of Incidental Overhead Trackage Rights—in Lowndes & Montgomery Counties, Ala., Docket No. AB 1335X.

11. Decision ID 51913 means the Board’s initial November 3, 2023 decision in Canadian Pacific Kansas City Limited and the Kansas City Southern Railway Company, D/B/A CPKC – Acquisition and Operation – Certain Rail Line of Meridian & Bigbee Railroad, L.L.C., in Lauderdale County, Mississippi and Choctaw and Marengo Counties, Alabama, FD 36732; CSX Transportation, Inc.— Discontinuance of Trackage Rights Exemption—in Marengo & Choctaw Counties, Ala. & Lauderdale County, Miss., AB 55 (Sub-No. 814X); Alabama & Gulf Coast Railway—Trackage Rights Exemption—Kansas City Southern Railway d/b/a Canadian Pacific Kansas City, FD 36731; and CSX Transportation, Inc.—Trackage Rights Exemption—Kansas City Southern Railway, FD 36730.
12. “Describe” when used in relation to a discussion, meeting or other communication means to identify the participants, the date or period when the communication took place, the location of the participants at the time of the communication, and a detailed summary of the content of the communications.
13. “Document(s)” means any writing or other compilation of information, whether printed, typed, handwritten, recorded, or produced or reproduced by any other process, including intra-company communications; electronic mail; correspondence; telegrams; memoranda; contracts; instruments; studies; projections; forecasts; summaries; notes, or records of conversations or interviews; minutes, summaries, notes, or records of conferences or meetings; records or reports of negotiations; diaries; calendars; photographs; maps; tape recordings; computer tapes; computer

disks; other computer storage devices; computer programs; computer printouts; models; statistical statements; graphs; charts; diagrams; plans; drawings; brochures; pamphlets; news articles; reports; advertisements; circulars; trade letters; press releases; invoices; receipts; financial statements; accounting records; and workpapers and worksheets. Further, the term “Document” includes:

- a. both basic records and summaries of such records (including computer runs); and
- b. both original versions and copies that differ in any respect from the original version, including notes.

14. “Eastern Line” means the rail line CSXT plans to reacquire and operate, which includes assets comprising the rail line of MNBR that runs approximately 93.68 miles between the cities of Burkville, Ala., and Myrtlewood, Ala., in Lowndes, Dallas, Wilcox, and Marengo Counties. The Eastern Line consists of two segments: (1) extending from milepost XXB 189.00 near Burkville to milepost XXB 222.00 at Western Junction, a distance of about 30.22 miles; and (2) extending from a connection with the First segment at Western Junction, milepost OOR 716.25 to milepost ORS 779.71 near Myrtlewood, a distance of about 63.46 miles. The Eastern Line includes Selma Yard, at Selma, Ala., and the following stations: Myrtlewood, Linden, Thomaston, Safford, Orville, Beloit, Selma, Industrial Lead, Tyler, Benton, Whitehall, and Burkville. Two other carriers, Alabama Gulf Coast Railway LLC (“AGR”) and NSR connect with the Eastern Line. AGR’s line connects to the Eastern Line at Linden, Ala. AGR operates over an approximately 10-mile portion of the Eastern Line between Linden and Myrtlewood to interchange traffic with MNBR.⁴ NSR connects to the Eastern Line at Selma, where it interchanges traffic with MNBR.
15. “Including” means including without limitation.
16. “Identify” with regard to an agreement (whether in draft form or executed) means to provide the title of the agreement, the parties to the agreement, the current status of the agreement (whether in

draft or executed), the date of execution if executed, and a summary of the substance of the agreement.

17. “Meridian Interchange” means the current location of physical interchange of rail traffic between MNBR and operators on the Meridian Speedway at approximate MP 0.5 (Meridian Yard) (Meridian, Mississippi).
18. “Meridian Speedway” means the rail line owned and operated by the NSR and KCSR-owned Meridian Speedway, LLC (“MSLLC”), a critical rail line connecting Meridian, Mississippi and Shreveport, Louisiana. Related to the MSLLC transaction, NSR intermodal shippers using the Meridian Speedway have the benefit of services provided on the KCSR line between Shreveport, Louisiana, and Wylie, Texas (the “KCSR Section”) and at the Wylie Intermodal Terminal. Together, the Meridian Speedway and the KCSR Section comprise the “Meridian-Wylie Route”. Relevant transactional documents (the “Meridian Speedway Agreements”) relating to the formation of the MSLLC were filed with the STB in 2006 by NSR and KCSR in connection with the Notices of Exemption for those elements of the transaction requiring Board authorization. The Board approved the Meridian Speedway transaction on February 22, 2006. See Norfolk Southern Railway Company – Trackage Rights Exemption – Meridian Speedway LLC – Between Meridian, MS and Shreveport, LA, FD 34821 (served February 22, 2006); Kansas City Southern, The Kansas City Southern Railway Company, and Meridian Speedway LLC – Exemption for Transactions Within a Corporate Family, FD 34822 (served February 22, 2006); and, Kansas City Southern Railway Company – Trackage Rights Exemption – Meridian Speedway, LLC, FD 34823 (filed February 22, 2006).
19. “MNBR” means Meridian & Bigbee Railroad, L.L.C., a subsidiary of Genesee & Wyoming, Inc. (“G&W”), a Class III rail carrier, who pre-transaction owned 50.4 route miles of rail line between Meridian, Miss., and Myrtlewood, Ala. (the “Western Line”), and operated a rail line known as the Eastern Line that connects to the Western Line at Myrtlewood and extends east to Burkville, Ala.

MNBR also operates between Burkville (the eastern end of the Eastern Line) and Montgomery pursuant to overhead trackage rights. MNBR, as a common carrier by rail engaged in domestic interstate commerce subject to the jurisdiction of the Board under the Interstate Commerce Act, as amended, 49 U.S.C. 10101, et seq., includes predecessors and successors in interest, as well as the present and former directors, officers, employees, agents, managing agents, representatives, attorneys, predecessors, successors, parents, subsidiaries, affiliates, divisions, area offices, and regional offices of the foregoing companies, and all persons acting or purporting to act on their behalf.

20. “National Passenger Railroad Corporation” or “Amtrak” means National Passenger Railroad Corporation and its predecessors and successors in interest, as well as the present and former directors, officers, employees, agents, managing agents, representatives, attorneys, predecessors, successors, parents, subsidiaries, affiliates, divisions, area offices, and regional offices of the foregoing companies; and all persons acting or purporting to act on their behalf.
21. “Norfolk Southern” means Norfolk Southern Corporation and Norfolk Southern Railway Company (“NSR”) and predecessors and successors in interest, as well as the present and former directors, officers, employees, agents, managing agents, representatives, attorneys, predecessors, successors, parents, subsidiaries, affiliates, divisions, area offices, and regional offices of the foregoing companies; and all persons acting or purporting to act on their behalf.
22. “Passenger” means actual or projected user or customer of Amtrak service over rail lines that Amtrak currently provides service over and rail lines that Amtrak plans to commence service over in the future.
23. “Person” means an individual, company, partnership, or other entity of any kind.
24. “Produce” or “Produced” means to make available to the undersigned attorneys for copying and viewing. “Produce” shall mean, to the maximum extent possible, making documents and other materials available, in electronic format that retains all information in the original form of the

materials, via a platform through which the materials can be made available for download by the undersigned attorneys.

25. “Provide” (except where the word is used concerning providing service or equipment) or “describe” means to supply a complete narrative response.
26. “Relate to” or “relates to” or “related to” or “relating to” a subject means making a statement about, referring to, or discussing the subject, including, as to actions, any decision to take, not take, defer, or not defer a decision, and including, as to any condition or state of affairs (*e.g.*, competition between carriers), its absence or potential existence.
27. “Request” means an interrogatory, request for admission, or request for production of Documents or things.
28. “Shipper” means a consignor, a consignee, receiver, or other user of rail services.
29. “Shreveport Line” means KCSR’s rail line between Shreveport, Louisiana and Wylie, Texas.
30. “Studies, Analyses, and Reports” means studies, analyses, and reports in whatever form, including letters, memoranda, tabulations, and computer printouts of data selected from a database.
31. “This Proceeding” means CPKC’s minor application to acquire from Meridian & Bigbee Railroad, LLC (“MNBR”) and to operate approximately 50.4 route miles of rail line between Meridian, Mississippi and Myrtlewood, Alabama, and related transactions filed by CPKC. See Canadian Pacific Kansas City Limited and the Kansas City Southern Railway Company, D/B/A CPKC – Acquisition and Operation – Certain Rail Line of Meridian & Bigbee Railroad, L.L.C., in Lauderdale County, Mississippi and Choctaw and Marengo Counties, Alabama, FD 36732; CSX Transportation, Inc.—Discontinuance of Trackage Rights Exemption—in Marengo & Choctaw Counties, Ala. & Lauderdale County, Miss., AB 55 (Sub-No. 814X); Alabama & Gulf Coast Railway—Trackage Rights Exemption—Kansas City Southern Railway d/b/a Canadian Pacific Kansas City, FD 36731; and CSX Transportation, Inc.—Trackage Rights Exemption—Kansas City Southern Railway, FD 36730.

32. “Western Line” means the MNBR-owned rail line that is comprised of approximately 50.4 route miles of rail line between milepost 0.0± at Meridian and milepost 50.4± at Myrtlewood that CPKC proposes to acquire, including According to the Application, KCS would also acquire all operating rail property owned by MNBR on the Western Line, including yards at Meridian; Naheola, Ala.; and Myrtlewood; as well as stations at Meridian; Whynot, Miss.; Yantley, Ala.; Cromwell, Ala.; Jachin, Ala.; Naheola; and Myrtlewood. (Id. at 22.)
33. All other terms used within this document, including any terms used within the definitions section, possess their customary or standard meaning within the railroad industry.

INSTRUCTIONS

1. Unless otherwise specified by an individual Request, these Requests cover the period beginning January 1, 2021, to present; that is, the “Discovery Period.”
2. These discovery requests (“Requests”) call for all non-privileged information that is in the possession, custody, or control of CPKC and its affiliates, subsidiaries, and counsel.
3. Where a Request has a number of separate subdivisions, or related parts or portions, a complete response is required to each part or portion. Any objection to a Request should clearly indicate the subdivision, part, or portion of the Request that CPKC objects to, and CPKC should specifically state the reasons for such objection, including all information that forms the basis for such objection. Additionally, CPKC should respond to the remaining portion of a Request not objected to or where an objection does not prevent a response.
4. Each Request shall operate and be construed independently, and, unless otherwise indicated, no Request limits the scope of any other Request.
5. Words used in the singular shall include the plural and words used in the plural shall include the singular, whenever the context permits. Terms such as “and,” “or,” or “including” shall be construed in the broadest and most inclusive manner, in the disjunctive or conjunctive as necessary, to call for all responsive information without limitation.

6. References to railroads, shippers, and other companies include parent companies, subsidiaries, controlled, affiliated, and predecessor firms, divisions, subdivisions, components, units, instrumentalities, partnerships, and joint ventures.
7. References to the present tense shall be construed to include the past tense, and references to the past tense shall be construed to include the present tense, as necessary to bring within the scope of each Request all responsive information that might otherwise be construed to be outside the scope of the Request.
8. Electronic documents must be Produced in native format to allow for complete data analysis.
9. Any table or computerized dataset produced in response to these requests should be accompanied by a full description of what the entries in the table or dataset represent, a list of all variables contained therein, a full definition and description of all data fields, and definitions for all codes or abbreviations contained in the table or dataset.
10. If CPKC believes that any Request or Definition or Instruction applicable thereto is ambiguous, CPKC should identify the language that CPKC believes is ambiguous and the interpretation that CPKC is applying in responding to the Request.
11. These Requests are governed by the protective orders entered in this case. For any Request that seeks information that CPKC believes the disclosure of which violates 49 U.S.C. § 11904, CPKC must Describe how and why provisions of the Protective Order filed, in this case, are insufficient to maintain confidentiality or disclosure violates 49 U.S.C. § 11904.
12. If any document covered by a Request is withheld for whatever reason, including any privilege, the Defendant withholding the document shall furnish a written document identifying all withheld documents in the following manner:
 - i. the specific Request to which the document is responsive;
 - ii. the date of the document;
 - iii. the name of each author or preparer;

- iv. the name of each person who received the document and the name of such person's employer at the time the person received the document;
 - v. a brief description of the subject matter of the document and any withheld attachments or appendices, including the number of pages withheld;
 - vi. the specific factual and legal basis for withholding; and
 - vii. the number of pages withheld.
13. All Requests are continuing and, pursuant to 49 C.F.R. §1114.29, CPKC remains under a duty seasonably to supplement its responses with respect to any question.
14. If CPKC knows or later learns that a response to any Request is incorrect, CPKC is under a duty promptly to correct that response.
15. Any delay in the production of requested Documents or answers to Requests is certain to prejudice the ability of Norfolk Southern to present evidence to the Board concerning the Application. Accordingly, responsive Documents, to the extent they cannot be produced electronically via a platform from which they can be downloaded, should be Produced to the undersigned counsel at Baker & Miller PLLC, 2401 Pennsylvania Ave., NW, Suite 300, Washington, DC 20037, not later than December 22, 2022. See FN 1. Serial production of relevant Documents and narrative responses during that period is encouraged and appreciated. Objections, if any, should be made as soon as possible, given the current procedural schedule.
16. CPKC should contact Crystal M. Zorbaugh at (202) 663-7831 immediately to discuss any objections or questions with a view to resolving any dispute or issues of interpretation informally and expeditiously.

INTERROGATORIES

Interrogatory No. 1. On page 9 of CPKC-7, CPKC states that it “takes approximately 7 minutes for a 100-car train to clear” the identified crossovers at the crossing of the Norfolk Southern north-south line and the east-west portion of the Meridian Speedway.

- a. Does the referenced 7 minutes include any time for stopping the train to align switches at the crossover?
- b. Does the referenced 7 minutes refer to a train already in motion or a train beginning at a standstill?
- c. Does the referenced 7 minutes include obtaining clearance from the CPKC dispatcher for through movement authority?
- d. State the basis/determination for CPKC’s statement that it “takes approximately 7 minutes for a 100-car train to clear.”

Interrogatory No. 2. On page 9 of CPKC-7, CPKC states that it “takes approximately 7 minutes for a 100-car train to clear” the identified crossovers at the crossing of the Norfolk Southern north-south line and the east-west portion of the Meridian Speedway. On page 9 of CPKC-7, CPKC states that approximately 18 trains per day, including two Amtrak trains, operate daily on the Norfolk Southern north-south line. On page 10 of CPKC-7, CPKC states that “[t]he CPKC-MNBR interchange of traffic at Meridian does not interfere with NS mainline operations today.” CPKC interchanges traffic with a number of parties in Meridian.

- a. Does the CPKC interchange of any traffic at Meridian with any party occupy the identified crossovers?
- b. As to each CPKC interchange identified, describe the interchange operations and the length of time that that interchange occupies the crossovers.

Interrogatory No. 3. On page 9 of CPKC-7, CPKC states that it “takes approximately 7 minutes for a 100-car train to clear” the identified crossovers at the crossing of the Norfolk Southern north-south line and

the east-west portion of the Meridian Speedway. On page 11 of CPKC-7, CPKC discusses the current and potential future interchange operations for train number 257. It states that CPKC train “999 will perform this [interchange] work clear of NS’s mainline....”

- a. Will the discussed future interchange operation occupy the identified crossovers?
- b. If so, please identify the length of time that interchange operation will occupy the identified crossovers.

Interrogatory No. 4. On page 9 of CPKC-7, CPKC states that it “takes approximately 7 minutes for a 100-car train to clear” the identified crossovers at the crossing of the Norfolk Southern north-south line and the east-west portion of the Meridian Speedway. On page 11 and 12 of CPKC-7, CPKC discusses scheduling of CPKC trains and the interaction of that train with the northbound and the southbound Crescent trains, with the movement of those trains captured in “Table 1 Amtrak and CPKC Meridian Post-Transaction Schedules” (hereinafter referred to as “Table 1”). Table 1 identifies two CPKC trains moving through Meridian and the time of arrival and the time of departure.

- a. One CPKC train is scheduled to arrive from the Western Line at 13:15, but not depart westbound until 15:00. CPKC states that this train “will lift and set off cars in Meridian east of the crossover while Amtrak operates through Meridian”.
 - i. Where “east of the crossover” will the identified train work in order to lift and set off cars?
 - ii. Between 13:15 and 15:00, will identified train operations occupy the referenced crossovers?
- b. Does Table 1 identify all of the CPKC train interactions that CPKC anticipates will occur in Meridian after acquisition of the Western Line?
- c. If the answer to that question is “no”, please provide a revised Table 1 that includes all arrivals and departures.

Interrogatory No. 5. On page 9 of CPKC-7, CPKC states that it “takes approximately 7 minutes for a 100-car train to clear” the identified crossovers at the crossing of the Norfolk Southern north-south line and the east-west portion of the Meridian Speedway.

- a. How many CPKC trains operate daily from the Meridian Speedway to the CPKC line to Artesia?
- b. How many CPKC trains operate daily from the CPKC line to Artesia to the Meridian Speedway?
- c. Do any of these trains stop in Meridian to pick up or drop off traffic, and if so, which ones and where?
- d. If any of these trains stop in Meridian to pick up or drop off traffic, does the operation of picking up or dropping off of traffic occupy the identified switches?

Interrogatory No. 6. Explain why the schedule for the post-transaction CPKC westbound train on page 15 of CPKC’s Supplemental Information (CPKC-7) shows different times for arrival at and departure from Jackson than the schedule for Train 999 in CPKC’s response to NS Interrogatory No. 12.

Interrogatory No. 7. Given the inconsistencies in CPKC’s statements regarding planned arrival and departure times for its westbound post-transaction train at Jackson, state CPKC’s current expectation for the arrival and departure times for that train at Jackson.

Interrogatory No. 8. Explain why Table 1 on page 38 of Exhibit 4 (Environmental Information) of the CPKC Application (CPKC-2) sets out different numbers of GTMs in 2022 than does Table 1 (“MNBR 2022 Volumes by Track Segment”) on page 4 of the Verified Statement of Raymond A. Elphick (Exhibit 15 (Operating Plan-Minor) of the Application), and state the actual number of GTMs in 2022 on the Meridian-Whynot, Whynot-Pennington, Pennington-Naheola, and Naheola-Myrtlewood segments.

Interrogatory No. 9. Provide all documents relating to return on CPKC’s investment in the Western Line described on pp. 12-13 of the CPKC Application.

Interrogatory No. 10. Identify all Persons who assisted in the preparation of CPKC's answers to these discovery requests, or that have knowledge relating to the matters covered in Norfolk Southern's Request for Interrogatories.

DOCUMENT REQUESTS

Document Request No. 1. Produce all Documents, Communications, Agreements, Studies, Analyses, and Reports used, relied upon, or referenced in CPKC's responses to the Requests for Admissions and in response to any of the Interrogatories served by Norfolk Southern. If CPKC objects to answering any interrogatory or request for admission on the basis that doing so would be too burdensome or would require a special study, Produce all Documents, Communications, Agreements, Studies, Analyses, and Reports from which the answer to the interrogatory or request for admission can be derived.

Document Request No. 2. Produce workpapers in support of the Interrogatories included herein and all filings encompassed in This Proceeding.

Respectfully submitted,

/s/ Crystal M. Zorbaugh

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December 7, 2023

Attorneys for Norfolk Southern
Railway Company and Norfolk Southern Corporation

CERTIFICATE OF SERVICE

I, Crystal M. Zorbaugh, hereby certify that on this 7th day of December 2023, copies of the foregoing “Norfolk Southern’s Second Discovery Requests Directed to Canadian Pacific Kansas City Limited and The Kansas City Southern Railway Company, d/b/a CPKC” was served on all parties of record, the Surface Transportation Board, as well as the Secretary of Transportation and the Attorney General of the United States:

/s/ Crystal M. Zorbaugh

Crystal M. Zorbaugh
Attorney for Norfolk Southern
Railway Company and Norfolk Southern Corporation