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Ms. Cynthia T. Brown
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Surface Transportation Board
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August 7, 2017
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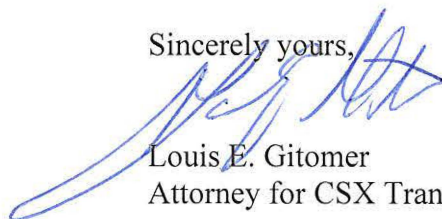
Re: Docket No. FD 36127, *Grand Elk Railroad, Inc.—Acquisition
Exemption—Norfolk Southern Railway Company*
Docket No. FD 36127 (Sub-No. 1), *Grand Elk Railroad, Inc.—Petition for
Board Order—Norfolk Southern Railway Company*

Dear Ms. Brown:

CSX Transportation, Inc. is efilng its Reply to (1) Motion of Grand Elk Railroad, Inc. for Leave to File Rebuttal to July 3, 2017 Reply of CSX Transportation, Inc. and (2) Rebuttal of Grand Elk Railroad, Inc. to July 3, 2017 Reply of CSX Transportation, Inc..

Thank you for your assistance. If you have any questions, please contact me.

Sincerely yours,



Louis E. Gitomer
Attorney for CSX Transportation, Inc.

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 36127

GRAND ELK RAILROAD, INC.—ACQUISITION EXEMPTION—NORFOLK SOUTHERN
RAILWAY COMPANY

Finance Docket No. 36127 (Sub-No. 1)

GRAND ELK RAILROAD, INC.—PETITION FOR BOARD ORDER—NORFOLK
SOUTHERN RAILWAY COMPANY

**CSX TRANSPORTATION, INC. REPLY TO MOTION OF GRAND ELK RAILROAD,
INC. FOR LEAVE TO FILE REBUTTAL TO JULY 3, 2017 REPLY OF CSX
TRANSPORTATION, INC. AND TO REBUTTAL OF GRAND ELK RAILROAD, INC.
TO JULY 3, 2017 REPLY OF CSX TRANSPORTATION, INC.**

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Dated: August 7, 2017

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 36127

GRAND ELK RAILROAD, INC.—ACQUISITION EXEMPTION—NORFOLK SOUTHERN
RAILWAY COMPANY

Finance Docket No. 36127 (Sub-No. 1)

GRAND ELK RAILROAD, INC.—PETITION FOR BOARD ORDER—NORFOLK
SOUTHERN RAILWAY COMPANY

**CSX TRANSPORTATION, INC. REPLY TO MOTION OF GRAND ELK RAILROAD,
INC. FOR LEAVE TO FILE REBUTTAL TO JULY 3, 2017 REPLY OF CSX
TRANSPORTATION, INC. AND TO REBUTTAL OF GRAND ELK RAILROAD, INC.
TO JULY 3, 2017 REPLY OF CSX TRANSPORTATION, INC.**

CSX Transportation, Inc. (“CSXT”) replies to the Motion of Grand Elk Railroad, Inc. for Leave to File Rebuttal to July 3, 2017 Reply of CSX Transportation, Inc. (the “Motion”) and moves the Surface Transportation Board (“Board”) to strike or in the alternative allow a reply to the Rebuttal of Grand Elk Railroad, Inc. to July 3, 2017 Reply of CSX Transportation, Inc. (the “Prohibited Rebuttal”)¹. In typical fashion, GDLK has upended the criteria for relief from the requirements of 49 C.F.R. §1104.13(c) that “A reply to reply is not permitted.” GDLK has misread the precedent that it cites and has sought to shift the burden of showing good cause to CSXT instead of meeting its burden that good cause is required in order to be permitted to file a reply to reply.

¹ Also referred to as the reply to reply at times.

The Rebuttal merely repeats arguments and innuendo made by GDLK in its June 12, 2017 filings², and continues to misrepresent that GDLK has been operating under trackage rights.³

THE MOTION IS NOT JUSTIFIED

GDLK elected to file the Exemption Petition under “49 U.S.C. § 10502 and the regulations of the Surface Transportation Board...at 49 C.F.R. § 1121.” Exemption Petition at 1. Under 49 C.F.R. § 1121.3(a), GDLK must “provide its case-in-chief, along with its supporting evidence, workpapers, and related documents at the time it filed its petition.” At pages 3-4, GDLK requested expedited handling.

The Prohibited Rebuttal demonstrates that GDLK did not comply with 49 C.F.R. § 1121.3(a) and that GDLK is not committed to expediting this proceeding, otherwise it would have filed its case-in-chief and all supporting information with the Exemption Petition.

GDLK has filed the Prohibited Rebuttal, which is not permitted under 49 C.F.R. § 1104.13(c).

In the Exemption Petition, GDLK acknowledged that the proceeding would cause controversy. *See* Exemption Petition, p. 19. CSXT agrees. Regardless of its foreboding, GDLK chose to file the Exemption Petition instead of an application.

² GDLK filed the self-named Verified Petition for Exemption (the “Exemption Petition”) and Verified Petition for Board Order (the “Order Petition”).

³ In order to operate under trackage rights, a railroad must enter an agreement with the owning railroad (except in circumstances that do not exist here) and receive advance Board authority or exemption. During the period that GDLK claims to have been operating under trackage rights, GDLK was not the party to an agreement with CSXT, did not request authority or exemption for trackage rights from the Board, and did not receive a grant or exemption of trackage rights from the Board. Whenever GDLK uses the term trackage rights, it must mean operating unlawfully in violation of 49 U.S.C. §§11323(a)(6) and 11901(a).

GDLK makes two erroneous arguments in support of the Motion: (1) Board precedent supports GDLK's Motion; and (2) good cause has not been demonstrated to prohibit the filing of the Prohibited Rebuttal.

Precedent does not support the Motion. GDLK relies on four Board decisions to support its position that it should be allowed to file the Prohibited Rebuttal. GDLK erroneously asserts that a petitioner gets to close the record in light of the fact that it carries the burden of proof. There is no such provision in 49 C.F.R. §1121. None of the cases cited deal with the acquisition of a portion of trackage rights under 49 U.S.C. §10902. In two of the cases cited, a procedural schedule had been adopted and the other two cases were in abandonment proceedings.

In *Grand Trunk*⁴, which was filed as an exemption under 49 U.S.C. §10502 from the acquisition requirements of 49 U.S.C. §§11323-25, the Board accepted the docket and two sub-dockets, acknowledged that the easement acquisition in the petition for exemption was related to an easement acquisition in an application and set the procedural schedule so it could consider the petition and the related application at the same time. In that proceeding the petitioners' rebuttals were incorporated into the procedural schedule. Here, GDLK did not request a procedural schedule, but instead sought "expedited handling," and the Board did not set a procedural schedule. In addition, the Exemption Petition and Order Petition are not related to an application proceeding. *See* 49 C.F.R. §1121.4(d).

GDLK next cites an abandonment proceeding where the Board denied a request to adopt a procedural schedule to allow for rebuttal, but said petitioners could raise the issue again if comments to the petition were actually filed. *See Mid-Michigan Railroad, Inc.—Abandonment*

⁴ *Grand Trunk Western Railroad Co.—Acquisition of Operating Easement—CSX Transportation, Inc.*, Docket No. FD-35661 (STB served Sept. 12, 2012)

Exemption—In Kent, Ionia, and Montcalm Counties, MI, Docket No AB-364 (Sub-No. 14X) (served March 11, 2008) (“*Mid-Michigan*”). The *Mid-Michigan* decision did not grant a rebuttal.

The third case GDLK relies on is another abandonment proceeding, *Wisconsin Central Ltd.—Abandonment Exemption—in Winnebago County, WI*, Docket No. AB-303 (Sub-No. 2X) (ICC served Feb. 22, 1990). In that case the Interstate Commerce Commission (the “ICC”) was asked to set terms and conditions for an Offer of Financial Assistance (“OFA”). At the beginning of the OFA proceeding, the ICC established a procedural schedule permitting rebuttal.

Finally, in *Holrail*,⁵ HolRail LLC sought an exemption under 49 U.S.C. §10502 from 49 U.S.C. §10901 to construct and operate a railroad line and to “cross” an existing railroad line. Because the issues raised required further consideration, the Board opened a proceeding and set a procedural schedule.

This proceeding was not filed as an exemption from 49 U.S.C. §10901, §§11323-25, or §10903 (an abandonment proceeding). The Board has not instituted a proceeding, GDLK has requested expedited handling instead of a procedural schedule, and there is no procedural schedule in this proceeding, except for that of the Board’s general rules of practice at 49 C.F.R. Part 1104, which in section 1104.13(c) prohibit the filing of a reply to reply. GDLK has not established a precedential basis for filing the Prohibited Rebuttal. Therefore, the Prohibited Rebuttal is improper.

GDLK has not demonstrated that there is good cause for it to file rebuttal. Instead of demonstrating good cause for filing rebuttal, as required by Board precedent, GDLK makes the incorrect and nearly unintelligible statement that “As this agency has long recognized, absent

⁵ *Holrail, LLC—Construction and Operation Exemption—In Orangeburg and Dorchester Counties, SC*, Docket No. FD-34421, et al. (STB served Feb. 12, 2007).

good cause, it will allow the party seeking relief under an individual petition for exemption, and those supporting the petitioner, to close the record in view of the burden of proof that the petitioner must carry.” (footnote omitted). As was explained in the previous section, the cases cited by GDLK do not stand for that proposition. Indeed, Board precedent clearly places the burden on the petitioner, here GDLK, to show good cause for filing a reply to reply.

In *Pennsylvania Railroad Company— Merger —New York Central Railroad Company (Arbitration Review)*, Docket No. FD 21989 (Sub-No. 4) (served January 10, 2011), slip op. at 7, the Board stated “Claimants’ motion to strike Penn Central’s reply-to-a-reply, to which Penn Central did not respond, will be granted. Under 49 C.F.R. § 1104.13(c), replies to replies are prohibited. Penn Central has not shown good cause.”

In denying another request to file a reply to reply, the Board determined that the moving party had provided no good cause to depart from 49 C.F.R. § 1104.13(c). *Beaufort Railroad Company, Inc.—Modified Rail Certificate*, STB Finance Docket No. 34943 (served July 21, 2009), slip op. at 5. The same requirement was set forth in *E.-W. Resort Transp., LLC—Pet. for Declaratory Order—Motor Carrier Transp. of Passengers in Colo.*, MCF 21008 (served Apr. 8, 2005), slip op. at 2, “The Board has required good cause to be shown in order to accept a reply to reply.”

In a proceeding where the procedural status was similar to that here, the Board denied the moving party’s request to file a reply to reply.

As noted, CKR replied to protestants’ replies and to the motion to strike on February 20, 2001. A reply to the motion to strike is permissible. A reply to protestants’ reply to CKR’s petition is not. See 49 CFR 1104.13. Petitioner is aware of this fact and requests leave to file the reply. CKR asserts that acceptance of the reply will not delay the proceeding and will provide for a more complete record.

CKR's request will be denied, and, except for the matter on pages 14 and 15 replying to the motion to strike, the reply statement will be rejected. CKR filed its petition knowing that our procedures provide only for the filing of a petition and a reply thereto. The tendered pleading contains extensive argument and two new verified statements. CKR should have made as thorough and accurate a presentation as possible in its petition. While we have allowed the filing of additional evidence and argument in certain limited instances, CKR has not shown that allowing it to reply other than to the motion to strike is warranted here. Had CKR wished to assure itself the right to rebut a filing in opposition to its abandonment request, it could and should have filed a formal application. *Central Kansas Railway, L.L.C.-Abandonment Exemption-in Sedgwick County, KS*, Docket No. AB-406 (Sub-No. 14X) (served April 10, 2001), slip op. at 2 (footnotes omitted).

GDLK has not even attempted to demonstrate good cause for filing the Prohibited Rebuttal.

CSXT respectfully requests that the Motion be denied and the Prohibited Rebuttal be stricken.

The Prohibited Rebuttal demonstrates that the relief sought in the Exemption

Petition and the Order Petition is inappropriate. GDLK asserts that the Prohibited Rebuttal is appropriate because of alleged CSXT mischaracterizations.⁶ CSXT, however, has not mischaracterized the applicable law and facts or the Exemption Petition and the Order Petition.

CSXT's position that *Atchison, T. & S. F. Ry. Co. – Operating Agreement*, 331 I.C.C. 367 (1967) ("*Santa Fe*") stands for proposition that "**the terms and conditions may not be revised or the rights terminated** without the Commission's prior approval. *Thompson v. Texas-Mexican R. Co.*, *supra*, pages 146-148" is accurate. *Santa Fe* at 382. It is GDLK's characterization of *Santa Fe* that is disingenuous at best and willfully misleading at worst. GDLK states:

that the Board may act in the presence of expired agreements to apply appropriate terms to the trackage rights relationship. Particularly where the record 'reflect[s] shipper reliance upon joint service...[the Board] has plenary power in dealing with this kind of [trackage rights] transaction; and, under the circumstances this case (where the transaction is not entirely volitional on the part of the carriers), it may prescribe whatever terms are just and reasonable.' *Santa Fe*, 331 I.C.C. at 370, 371

⁶ The mischaracterization in this proceeding is GDLK's claim that it had been operating over CSXT pursuant to trackage rights. See footnote 3.

See GDLK Rebuttal at 2. The “quotation” from *Santa Fe* is taken out of context and does not address involuntary imposition of trackage rights terms. The language quoted by GDLK in *Santa Fe* deals with the Board’s ability to set a reasonable rental rate for trackage rights when asked by the parties to the trackage rights to do so. The first portion of the quote addresses why the hearing examiner would eliminate the rental between the intermediate point and the junction point at the terminus of the trackage. The second portion of GDLK’s quote, after the ellipsis, which appears a full four paragraphs later, addresses the Board’s ability to set a rental rate when dealing with both bridge and local trackage rights. Despite GDLK’s strained efforts to show otherwise, *Santa Fe* does not stand for the proposition that the Board may impose involuntary trackage rights and adopt its own contractual provisions governing those trackage rights.

Notwithstanding GDLK’s continued assertions, judicial and Board precedent prohibit the Board from ordering CSXT involuntarily to grant GDLK trackage rights under the current circumstances. *See Magner-O’Hara Scenic Ry. v. ICC*, 692 F.2d 441 (6th Cir. 1982); *City of Hialeah, FLA v. Florida East Coast Ry. Co.* 317 I.C.C. 34, 36 (1962) (“[I]t has consistently been held that this Commission is without power to compel a carrier to grant trackage rights over its lines to another carrier....”); *Baltimore & Ohio R. Co. Operation*, 261 I.C.C. 535, 544 (1945). The Board can only impose involuntary trackage rights in merger or feeder line proceedings.

Despite the Board’s lack of jurisdiction to impose involuntary trackage rights in this situation, GDLK continues to assert that the Board may interpret, adopt, and apply restrictions in the trackage rights agreements for the benefit of a person who is not a party to those trackage rights agreements, here GDLK, and even in the face of opposition from the owner of the property, in this case CSXT. GDLK cites *Boston & Maine Corporation, et al. v. New England*

Central Railroad, Inc., Docket No. FD-34612 (STB served Jan. 10, 2006) (“*Boston & Maine*”)

to support this proposition. *Boston & Maine*, however is not on point.

In *Amtrak – Conveyance of B&M in Conn River Line in VT & NH*, 4 I.C.C.2d 761 (1988) (*Amtrak I*), the Board’s predecessor agency, the Interstate Commerce Commission (ICC), required B&M to convey its 48.8-mile “Connecticut River Line” to the National Railroad Passenger Corporation (Amtrak), subject to the requirement that Amtrak grant specified trackage rights back to B&M. The ICC also authorized Central Vermont Railway, Inc. (CV) to acquire the conveyed line from Amtrak and to operate it, subject to B&M’s trackage rights. The carriers were directed to negotiate a trackage rights arrangement containing certain core requirements designed to ensure that the tenant carrier would be able to continue to conduct rail freight operations over the line.”⁷ *Id.* at 1.

The trackage rights ordered by the ICC were part of a transfer under section 45 U.S.C. § 562(d), a statutory provision that is not applicable to GDLK or CSXT in the absence of a request by Amtrak to acquire a line. In *Boston & Maine*, the ICC ordered the trackage rights under special statutory authority, the parties agreed to trackage rights, and agreed to have the Board set the terms. The Board set the terms and provided guidance on what the terms it imposed meant. The Board did not interpret the terms agreed to between the parties. The Board does not have jurisdiction under 45 U.S.C. § 562 to order trackage rights in this proceeding and CSXT and NSR have not jointly asked the Board to set the terms for trackage rights in this proceeding.

GDLK again argues that the Board should ignore the existing terms of the agreements requiring CSXT’s prior written consent to assignment and impose trackage rights because CSXT is unreasonably withholding consent. Relying on *Amtrak—Conveyance of B&M in Conn River Line in VT & NH*, 6 I.C.C.2d 539 (1990) (“*Amtrak*”), GDLK argues that Board precedent supports an order directing CSXT not to unreasonably withhold its consent to allow NSR to assign its trackage rights to GDLK. GDLK is wrong and is misleading the Board because the

series of decisions concerning the trackage rights and compensation between the Boston & Maine Corporation (“B&M”) and the Central Vermont Railway, Inc. (“CV”) is based on a proceeding under 45 U.S.C. §562(d) authorizing the ICC to order a private railroad to transfer a rail line to Amtrak that was needed for passenger service and conditioning that transfer upon a further transfer to CV, with Amtrak retaining passenger rights and B&M being granted trackage rights. Section 562 was not the basis for trackage rights between CSXT and NS and is not the basis of GDLK’s claim. Amtrak is not a party. The *Amtrak* decision is also based on the language in the Amtrak agreement, which does not allow the track owner to withhold its consent unreasonably. There is no such language in the agreements between CSXT and NSR, agreements made at arms-length between two sophisticated parties. See the September 16, 2016 Reply of CSXT in Finance Docket No. 35187 (Sub-No. 1), *Grand Elk Railroad, Inc.-Acquisition of Incidental Trackage Rights Exemption-Norfolk Southern Railway Company* citing the specific language in the two trackage rights agreements that requires NSR to obtain the prior written consent of CSXT before assigning the agreements. There is no requirement that CSXT give any cause for not agreeing to an assignment. The Board cannot impose such a restriction on the terms of a trackage rights agreement because a third party, with no standing under the agreement, has asked for such a condition. Moreover, as GDLK has continuously pointed out, the trackage rights agreements have expired.

GDLK’s continuing naked insistence that CSXT cannot withhold trackage rights without just cause is wrong. GDLK does not point to specific language in the trackage rights agreements that support its argument, because there is none. Nor does GDLK provide any legal basis for its

⁷ The ICC was authorized to order the transfer of the line from B&M to Amtrak under 45 U.S.C. §562(d), “on such reasonable terms and conditions as it may prescribe.”

unsupported claim. Indeed, as GDLK points out, it made this argument before the Michigan state court and was not successful. GDLK made the same claim in its Emergency Petition for Exemption. As CSXT stated in its Reply, the trackage rights agreements continue to govern operations under those agreements even after they expire until the parties negotiate new terms. *See CSXT Reply* p 9-12. GDLK's arguments are at best repetitive and carry no weight or validity.

GDLK does not now, nor has it ever had a legal right to operate over CSXT's track. There was no and is no agreement that allows GDLK access to the track. What GDLK calls an agreement between CSXT and GDLK was in fact a Cease and Desist letter first issued on June 14, 2016 to GDLK. The deadline under the Cease and Desist letter was extended twice⁸ at the behest of the Office of Public Assistance, Governmental Affairs, and Compliance of the Board to allow GDLK and CSXT to negotiate and mediate at the Board. The negotiations and mediation did not lead to an agreement.

The terms of the NSR/CSXT agreements do not apply to GDLK. The underlying terms of the expired trackage rights agreements remain in place as long as the trackage rights remain in place. Under the terms of the agreements, CSXT can withhold consent to transfer the trackage rights for any reason or even no reason. GDLK cannot just step into NSR's shoes with regard to NSR's right to operate under existing trackage rights without NSR first obtaining CSXT's consent to the assignment of NSR's rights. CSXT did not consent and GDLK has not produced a binding agreement where CSXT agreed to the assignment of the trackage rights agreements from NSR to GDLK. The railroad line in question belongs to CSXT. CSXT is not obligated to

⁸ By letters dated June 27, 2016 and July 7, 2016.

grant GDLK access to CSXT's railroad line simply because GDLK wants access.

Throughout its pleadings and arguments, GDLK forgets one crucial point; GDLK is a third party that has no right to use CSXT's tracks. GDLK has never operated over the Line under a trackage rights agreement. GDLK is not a party to the trackage rights agreements between CSXT and NSR. NSR never obtained consent to transfer its trackage rights to GDLK. CSXT never agreed to grant GDLK trackage rights. GDLK never asked for and was never granted authority or exemption by the Board to acquire the trackage rights until after the NSR/CSXT agreements expired, subject to a finding by the Michigan court that an assignment had taken place. The court did not find that an assignment had taken place. The fatal flaw in each of GDLK's arguments is that it assumes because it had been operating illegally over the CSXT track that it has a legitimate right to continue that illegal operation.

Finally, GDLK reiterates its claim that CSXT is responsible for harm to customers. CSXT is compelled to again respond to GDLK's erroneous claim. First, GDLK has misled those customers by claiming that it has a legal right to provide service. It does not and never did. Second, CSXT has been and is willing to serve those customers either directly or in interchange at the locations where track is leased from NSR to GDLK. In August 2016, CSXT marshalled locomotives and crews in Grand Rapids so that it would be ready, willing, and able to serve the customers. However, NSR and GDLK refused and continue to refuse to allow CSXT to serve those shippers. Third, NSR still has a common carrier right and obligation to serve those shippers over the trackage rights that were granted by CSXT's predecessor many years ago. CSXT is not preventing NSR from serving those customers. Indeed, all that is presented is GDLK's representation that NSR does not want to fulfill its common carrier obligation because of cost and operational issues. Finally, GDLK presents the CSXT switching fee as a barrier to

rail service. However, GDLK has not presented the rates and other charges it requires from shippers or the joint rates that it has with NSR to serve those shippers to provide a comparison to the CSXT charge. There is no indication that GDLK and NSR cannot arrange to absorb CSXT switching fees as CSXT does with much higher NSR switching fees throughout the east.

CONCLUSION

For the reasons explained above, CSXT respectfully request the Board deny the Motion and either strike the Prohibited Rebuttal or accept CSXT's reply to the Prohibited Rebuttal. CSXT respectfully requests that the Board deny GDLK's Exemption Petition and Order Petition.

Respectfully Submitted,



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Dated: August 7, 2017

CERTIFICATE OF SERVICE

I certify that I have this day electronically served a copy of this Reply on

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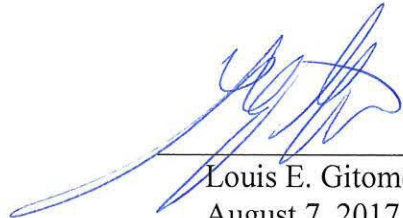
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