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July 6, 2006

Surface Transportation Board  
Attn: Ex Parte No. 575  
1925 K Street, N.W.  
Washington, D.C. 204323-0001

Dear Secretary Williams:

Norfolk Southern's interests in this proceeding have been represented to date jointly with the Association of American Railroads. Accordingly, Norfolk Southern does not intend to appear at the hearing on July 27, 2006.

However, the Reading and Blue Mountain Railroad ("RBMN") has filed comments in this proceeding related to an ongoing contractual dispute arising out of the sale of the Lehigh Line from Conrail to the RBMN. Norfolk Southern assumed Conrail's position under this unique contract upon implementation of the Conrail Transaction.

Norfolk Southern hereby files separately to note that the Board previously has reviewed and ruled on RBMN's contentions.<sup>1</sup> See, e.g., STB Finance Docket No. 33388, Decision No. 89, (served July 23, 1998), slip op. at 77, and STB Finance Docket No. 33388 (Sub. No. 91) (General Oversight), Decision No. 5, (served February 2, 2001), slip op. at 22-24. The Board rejected all of RBMN's contentions, including allegations about terms that were never incorporated into the LeHigh Sales Agreement and allegations that the Conrail Transaction would act to expand the reach of the so-called additional consideration provisions of that Agreement. Further, the Board upheld the validity of the contractual provisions in question and found that issues of contractual interpretation "ought to be decided in a court of general jurisdiction." Id. at 23-24.

RBMN's filings are nothing more than a collateral attack on the Board's specific rulings regarding the contract between RBMN and Norfolk Southern. As the Board ruled, if RBMN thinks that Norfolk Southern has misinterpreted the contract, it can raise that issue before a court of general jurisdiction.

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<sup>1</sup> Norfolk Southern also notes its general concurrence with the submissions in this proceeding made by the Association of American Railroads.

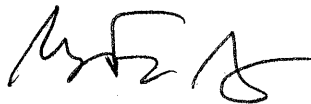
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In addition, Norfolk Southern responds to RBMN's June 30, 2006 request for a protective order. The timing of such a request is odd indeed. The Board provided for two rounds of evidentiary filings in this matter, which would have been an appropriate time to submit purportedly confidential evidentiary material – especially since there was no indication at that time that the Board would hold a hearing and afford parties another opportunity to submit information. Now, at the stage in this proceeding where the Board has decided to hold a public hearing, RBMN requests a protective order to submit such material.

If the Board decides to permit RBMN to follow the procedures outlined at 49 CFR 1104.14 generally, Norfolk Southern requests that any protective order be specifically-tailored. In particular, to the extent RBMN's confidential information relates to its private dispute with Norfolk Southern (including adherence to, violation of, or interpretation of the LeHigh Sales Agreement), the contract between the parties and its terms, or interpretations thereof, that information is not confidential vis-à-vis Norfolk Southern. Norfolk Southern therefore should be served with and entitled to review an unredacted version of such submission. Accordingly, Norfolk Southern hereby requests that any Board order responding to RBMN's request provide Norfolk Southern such an opportunity.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg E. Summy', with a stylized flourish at the end.

Greg E. Summy

cc: Eric M. Hocky, Esq.