

EXHIBIT B

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK
Albany Division**

NORFOLK SOUTHERN RAILWAY COMPANY,

Plaintiff,

v.

No. 1:25-cv-1413-BKS-PJE

VILLAGE OF VOORHEESVILLE; RICHARD
STRAUT, in his official capacity as Mayor;
STEVE MASON, in his official capacity as
Code Enforcement Officer and Building
Inspector,

Defendants.

SECOND DECLARATION OF SCOTT D. PLUM

I, Scott D. Plum, declare pursuant to 28 U.S.C. § 1746 as follows:

1. I am a Director Strategic Planning of Norfolk Southern Corporation, which provides management services for its railroad subsidiaries, including Norfolk Southern Railway Company. I make this declaration based on my personal knowledge.

2. I previously executed a Declaration in this matter dated October 27, 2025. I am supplementing that Declaration to address what appear to be certain misperceptions or mischaracterizations by the Village of Voorheesville, as reflected in the Village's Opposition to Plaintiff's Motion for a Preliminary Injunction.

3. As set forth in my original Declaration, operating the Southern Route to Ayer will require a new crew-change facility in Voorheesville. Because Norfolk Southern's new trackage rights over CSX's lines are "overhead"—meaning Norfolk Southern's trains can use CSX's tracks but cannot make stops along the way—Norfolk Southern cannot have a scheduled crew change

while its trains are operating in CSX territory. Norfolk Southern thus needs a location, as close as possible to the connection with CSX, where fresh crews can take over the trains headed onto or leaving CSX's lines. Locating the crew-change point as close as possible to the connection minimizes the likelihood that a crew will hit its hours-of-service, after which the crew members must stop working. *See* 49 U.S. Code Chapter 211.

4. By contract, the maximum permissible Norfolk Southern train length on CSX's lines is 9,000 feet (approximately 1.7 miles). However, while Norfolk Southern aspires to develop sufficient business to require trains that reach this maximum length, train lengths at the outset of service on the Southern Route and for the foreseeable future are expected to be between 3,000 and 4,000 feet (roughly 0.56 to 0.75 miles).

5. Norfolk Southern identified a suitable site for a new crew-change facility at 1 Countryside Lane in Voorheesville, next to the Norfolk Southern rail line entering the Village. In a meeting on September 29, 2025, held via Zoom, I presented to representatives of the Village the materials set forth in Exhibit A. Using those materials, I explained that (a) eastbound trains will stop at the facility to the west of the nearby School Road crossing, and (b) westbound trains will stop at a concrete or rail cross tie pad (a "landing pad") located near Hennessey Road approximately 7,900 feet west of the facility.

6. Thus, eastbound trains will not block any Village roads while stopped, no matter how long they are. And as long as westbound trains are shorter than 7,900 feet (roughly 1.5 miles long), they can change crews at Hennessey Road without blocking School Road while stopped.

7. The Hennessey Road landing pad is, and was presented to the Village as, an adjunct to the Voorheesville crew-change facility for the purpose of facilitating the westbound crew

changes as described above. The landing pad has never been, and was not presented as, an “alternative” location for the crew-change facility.

8. In these conversations with the Village, Norfolk Southern discussed the track segments located between Bozie Hollow Road and Western Avenue and between Schoharie Turnpike and Cole Road only to emphasize that, while each segment is greater than 9,000 feet in length, geographical and topographical conditions render them inadequate for locating the crew-change facility. At no time did Norfolk Southern present either segment as a viable “alternative” location for the crew-change facility.

9. As depicted on the second page of Exhibit A, assuming a train length of 9,000 feet, eastbound trains stopping at the crew-change facility will block only the crossing at Hennessey Road.

10. As depicted on the second page of Exhibit A, again assuming a train length of 9,000 feet, westbound trains stopping at the landing pad will block only the crossing at School Road. Westbound trains shorter than 7,900 feet will not block any Village roads while stopped.

11. There is no scenario in which a stopped train up to 9,000 feet in length will block even two crossings in the Village, let alone all three.

12. Stopped trains 3,000 to 4,000 feet in length will not block any crossings at all.

13. Assuming a train length of 9,000 feet and an average speed of 10 mph during acceleration or deceleration, it would take a train approximately 10 minutes to clear a crossing. Assuming a train length of 4,000 feet and an average speed of 10 mph during acceleration or deceleration, it would take a train approximately 5 minutes to clear a crossing.

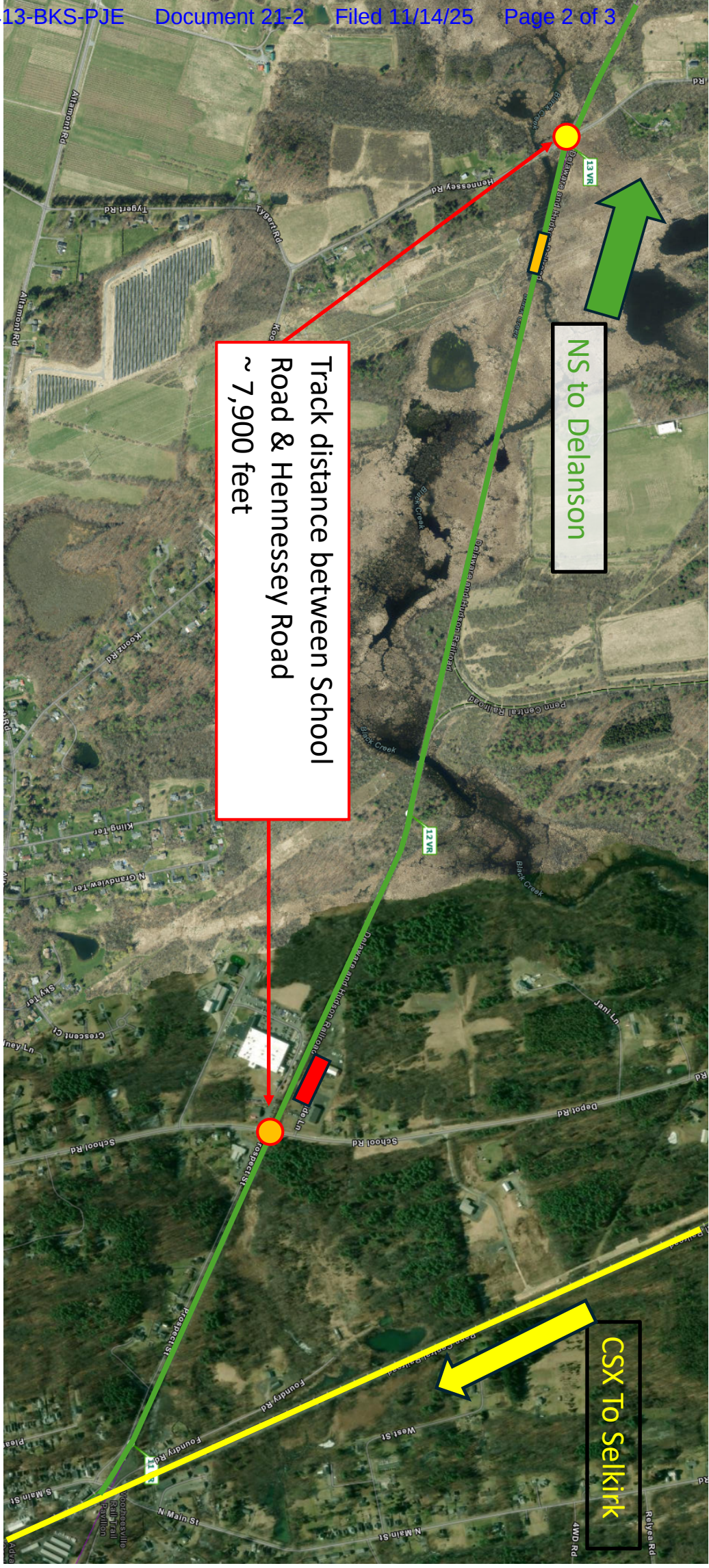
14. If necessary, Norfolk Southern could remove its prefabricated crew building and restore the property substantially to its prior state.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 14, 2025

A handwritten signature in blue ink, appearing to read "Scott D. Plum", is written over a horizontal line.

Scott D. Plum



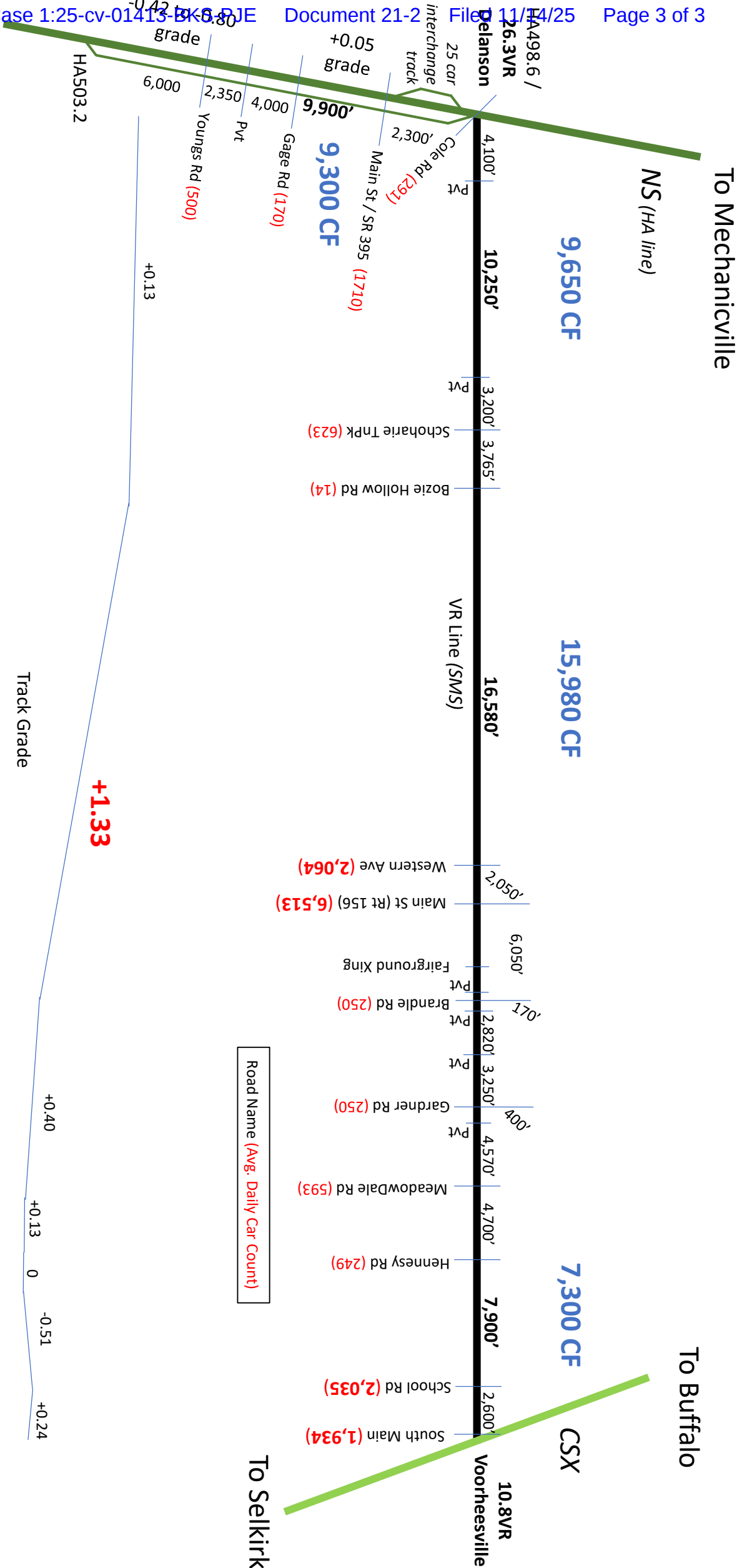
Approximate location of NS crew change facility near School Road – Eastbound crew changes

School Road grade crossing ~ MP VR 11.50

Approximate location of NS crew change pad near Hennessey Road – Westbound crew changes

Hennessey Road grade crossing ~ MP VR 13.01

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To Binghamton

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