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ENTERED
Office of Chief Counsel
July 6, 2026
Part of
Public Record

July 6, 2026

Chief of Case Administration
Office of Chief Counsel
Surface Transportation Board
395 E Street, SW
Washington, DC 20423-0001

Re: FD 36447, *Lake Providence Port Commission – Feeder Line Application – Line of Delta Southern Railroad Located in East Carroll and Madison Parishes, LA*

Dear Chief of Case Administration:

This letter responds to the filing made by Applicant on July 1, 2026, alleging that there was some alleged, undisclosed, unwritten, undated amendment to the Second Amended Railway Lease Agreement By and Between LPPC and NLA that LPPC filed with the Board on November 30, 2023 (the “Letter”). The Board has set a discovery deadline in this matter of July 6, 2026. Decision No. 53001.

The unsupported Letter is a response to significant revelations from the deposition of LPPC’s Executive Director taken on June 30, 2026, that undermine – among other things – Applicant’s presumption that LPPC is a financially responsible party. In particular, LPPC provided incorrect financial information to multiple state agencies starting at least on March 1, 2024, in grant and bond applications to inflate its potential revenue from acquiring and operating the rail line at issue in this proceeding – inflating its estimated revenue over 30 years from \$5,261,100 to \$34,826,160. It did so after the state bond commission observed that LPPC had negative revenue for the prior three years and questioned how LPPC could support repayment of \$10,000,000 in bonds. Thus, the alleged amendment would have existed for more than two years before being disclosed on the eve of the close of discovery.

Given that the discovery deadline in this proceeding is today and that LPPC filed the Letter on the last business day before that deadline,¹ DSRP respectfully requests permission to reserve its right to reopen discovery and to reopen the depositions of these two witnesses after the close of discovery unless the Letter is struck from the record.

LPPC springing the alleged existence of an undisclosed, unwritten, undated amendment on DSRP on the last business day before the close of discovery is highly questionable and illustrates LPPC’s incomplete responses to discovery served long ago. LPPC and NLA in discovery in this proceeding asserted that the agreement without amendment was the only

¹ July 3, 2026, was a federal holiday.

Chief of Case Administration
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Surface Transportation Board
July 6, 2026

agreement between the two parties related to these revenues. LPPC's answer to discovery served on it on January 3, 2024, included the following:

RFP NO. 32

Please produce all agreements entered into between LPPC and any rail carrier, including NLA.

Response: A copy of the Second Amended Railway Lease Agreement By and Between LPPC and NLA was filed herein with the Board on November 30, 2023.

Attachment A (emphasis added). Similarly, NLA responded to discovery served on it on January 3, 2024, as follows:

RFP No. 3.

Please produce all agreements with LPPC related to LPPC's feeder line application.

Response: NLA's Second Amended Lease Agreement By and Between LPPC and NLA was filed with the Board on November 30, 2023, and served on DSRR's attorneys.

Attachment B (emphasis added). Neither LPPC nor NLA mentioned any subsequent amendment. Nor did they ever supplement their responses to these document requests. 49 C.F.R. § 1114.29(c). Nor did LPPC and NLA file it with the Board. If it actually existed, LPPC did not disclose it to the Board or DSRR timely, and it should be struck from the record.

No such amendment appears in any LPPC Board minutes² despite the testimony of Mr. Killen, LPPC's Executive Director, just last week that LPPC's Board must approve agreements like this.³ The alleged amendment would have had to be approved between November 30, 2023 (when LPPC filed the Second Amended Railway Lease Agreement By and Between LPPC and NLA with the Board) and March 1, 2024, when LPPC submitted its flawed calculations in a grant application.

Additionally, when questioned about the Second Amended Railway Lease Agreement during his deposition, Mr. Gilfoil (who the Letter says was part of making the amendment) did not mention an amendment to the section of that agreement that sets compensation despite being asked numerous questions about it nor did he correct counsel's understanding of the agreement as asked. Attachment C, Transcript of Deposition of Mr. Gilfoil at page 148, line 7 through page 150, line 18 (highlighting added). In fact, Mr. Gilfoil's testimony about the Second Amended Agreement and the defined terms therein was the basis for asking Mr. Killen about the substantial math error. *Id.* at page 149, lines 2-5. Mr. Gilfoil did not testify that there was an

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<https://wwwcfprd.doa.louisiana.gov/boardsandcommissions/viewMeetingMinutes.cfm?board=116>.

3 DSRR took this deposition on June 30, 2026, and the transcript is not yet available.

amendment that was not approved by LPPC's Board that would affect the calculations about which he was questioned. *Id.* at page 149, lines 8-22. Similarly, when questioned extensively about the Second Amended Railway Lease Agreement, Mr. Killen (who is Mr. Gilfoil's successor) testified that he was not aware of any amendment to that agreement.

Unless struck, DSRR is entitled to question witnesses about the alleged amendment. DSRR deposed months ago the persons named in the Letter – namely Mr. Gilfoil and Mr. Robbins⁴ – as being involved in the alleged amendment. DSRR would have asked during these depositions of both witnesses about such an amendment had it been timely disclosed to the Board or had the witnesses themselves provided accurate and complete answer in response to questions that specifically asked for confirmation of DSRR's understanding of the Second Amended Railway Lease Agreement By and Between LPPC and NLA. DSRR would have also asked questions about the alleged amendment because it would be highly unusual for any railroad to agree to provide car storage for no compensation and, indeed, NLA itself keeps all storage revenue under its master agreement with LPPC. Attachment D, Deposition Testimony of Mr. Robbins at page 110, line 20 to page 145, line 22.

The Letter is a continuation of Applicant's behavior that the Board warned Applicants about in Decision No. 51261 when the Board cautioned LPPC about providing information and evidence serially:

The information shall be provided in a single submission that consists of a full application, without incorporating by reference the prior application or any other previous filings. *LPPC has submitted numerous filings in this proceeding asserting various arguments on the merits throughout those filings. To ensure the fair and orderly resolution of LPPC's feeder line request, LPPC must include in its amended application all of the arguments and evidence on which it will rely.* Additionally, to facilitate the development of a clear and coherent record, LPPC must present each witness's sworn testimony in support of the application in a single verified statement from each witness.

Decision No. 51261 at 7 (emphasis added).

The Letter and the amendment – if it ever existed – is classic sandbagging by LPPC. The Letter should be struck. If not, DSRR is entitled to probe the alleged amendment with the two witnesses and requests that the Board extend the deadline for completing discovery.

⁴

DSRR deposed Mr. Gilfoil on February 24, 2026, and Mr. Robbins on February 27, 2026.

Chief of Case Administration
Office of Chief Counsel
Surface Transportation Board
July 6, 2026

Respectfully submitted,

GENTRY LOCKE

/s/ John M. Scheib

John M. Scheib

JMS/dlj

cc: Parties of Record
Judge Soulikias

Lake Providence Port Commission Response to Third Set of Discovery

Requests Propounded by Delta Southern Railroad

Pursuant to 49 CFR Part 1114 and other applicable rules and authority, Lake Providence Port Commission ("LPPC"), by counsel, responds as follows to Delta Southern Railroad, Inc.'s ("DSRR") Third Set of Interrogatories and Requests for Production of Documents propounded on January 3, 2024.

GENERAL OBJECTIONS

LPPC's General Objections, set forth herein, apply to each and every one of the specific Interrogatories and Discovery requests that follow. These general objections are not exhaustive and, where appropriate, LPPC will also state specific objections. LPPC's objections shall not waive, limit, or prejudice any objections it may later assert.

1. LPPC objects to each and every Interrogatory and Request of Production of Documents ("RFP") to the extent they seek to impose obligations on LPPC greater than or inconsistent with those imposed under 49 CFR Part 1114 Subpart B. LPPC further objects to any and all definitions and or instructions to the extent they either expand upon or conflict with 49 CFR Part 1114 Subpart B.

2. LPPC objects to each and every Interrogatory and RFP to the extent it seeks materials protected by the attorney-client privilege, the attorney work-product doctrine, the First Amendment privilege to petition the government for redress of grievances, or any other applicable privilege, protection or exception from discovery or disclosure. In the event that any such privileged, protected,

issues presented, and is neither relevant nor likely to lead to discovery of admissible evidence.

RFP NO. 31

Please produce all public notices of LPPC meetings.

Response: LPPC objects to this Interrogatory on the grounds that it is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing, all public notices of LPPC meetings that have not already been provided to DSRR, can be found at the Louisiana Division of Administration.

RFP NO. 32

Please produce all agreements entered into between LPPC and any rail carrier, including NLA.

Response: A copy of the Second Amended Railway Lease Agreement By and Between LPPC and NLA was filed herein with the Board on November 30, 2023.

RFP NO. 33

Please produce all communications and all Documents with elected officials (including member or committee-staff) of the United States House of Representatives, United States Senate, Louisiana House of Representatives, Louisiana Senate, or the Governor of Louisiana concerning LPPC's feeder line application.

Response: LPPC objects to RFP No. 33 on the grounds that the request for such communications and Documents is not relevant to the issue of

North Louisiana & Arkansas Railroad's Responses to
Second Set of Discovery Requests
Propounded by Delta Southern Railroad

Pursuant to 49 CFR Part 1114 and other applicable rules and authority, North Louisiana & Arkansas Railroad ("NLA"), by counsel, responds as follows to Delta Southern Railroad, Inc.'s ("DSRR") Second Set of Interrogatories and Requests for Production of Documents propounded on January 3, 2024.

GENERAL OBJECTIONS

NLA's General Objections, set forth herein, apply to each and every one of the specific Interrogatories and Discovery requests that follow. These general objections are not exhaustive and, where appropriate, NLA will also state specific objections. NLA's objections shall not waive, limit, or prejudice any objections it may later assert.

1. NLA objects to each and every Interrogatory and Request of Production of Documents ("RFP") to the extent they seek to impose obligations on NLA greater than or inconsistent with those imposed under 49 CFR Part 1114 Subpart B. NLA further objects to

ATTACHMENT C

ATTACHMENT B

employees regarding restrictions placed on their ability to accept new interchange business and the required need to focus on storage of rail cars. Because such communications and documents were disclosed and produced in June 2021 in response to DSRR's First Set of Requests to Produce, served February 5, 2021, RFP No. 2 is redundant and unnecessary. NLA further states that the Second Amended Lease, which speaks to NLA's potential operation of the segment of the Lake Providence Branch that is the subject of this proceeding, was filed with the Board and served on DSRR on November 30, 2023. The only other communication between NLA and LPPC involved the need for Wyly Gilfoil to provide mailing addresses for shippers located in Louisiana that were served by DSRR.

RFP NO. 3

Please produce all agreements with LPPC related to LPPC's feeder line application.

Response: NLA's Second Amended Lease Agreement By and Between LPPC and NLA was filed with the Board on November 30, 2023, and served on DSRR's attorneys.

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BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 36447

LAKE PROVIDENCE PORT COMMISSION - FEEDER LINE APPLICATION
LINE OF DELTA SOUTHERN RAILROAD
LOCATED IN EAST CARROLL AND MADISON PARISHES, LOUISIANA

HIGHLY CONFIDENTIAL DEPOSITION OF
WILLIAM WYLY GILFOIL, SR.
February 24, 2026

Taken At:
Lake Providence Municipal Courtroom
201 Sparrow Street
Lake Providence, Louisiana 71254

Reported By:
MARGARET ANN COPELAND
CERTIFIED COURT REPORTER
CERTIFICATE NO. 92160
PARISH OF OUACHITA
STATE OF LOUISIANA

1 actually getting from operations on the line?

2 A Correct.

3 Q And that would be derived from a percentage of the

4 operational revenue that NLA was getting from the line.

5 Correct?

6 A Correct.

7 MR. SULLIVAN: So let's mark our next exhibit.

8 This will be "Gilfoil 10."

9 Q Do you recognize this document, Mr. Gilfoil?

10 A Yeah. It looks like the amended lease agreement

11 between LP Port Commission and North Louisiana and Arkansas

12 Railroad.

13 Q If you go to page 12. You see that it appears the

14 document's been signed?

15 A Correct.

16 Q So if you look at page 3, there's a rent percentage

17 of revenue as lease payment section.

18 A Yes.

19 Q So under the anticipated operational lease that

20 would be--had been executed and submitted as part of the

21 operating plan that LPPC has presented to the Surface

22 Transportation Board--

23 A Page 3, section 3?

24 Q Yes. It says, "Lessee shall pay to Lessor during

25 the term of this agreement the sum of the following amounts."

1 A Uh-huh (yes).

2 Q It says, "Ten percent of the freight revenue for
3 traffic originated or terminated on the leased premises, five
4 percent of freight revenue for bridge traffic crossing the
5 line." And then it defines some of those terms.

6 A Okay.

7 Q So if I'm reading this correctly, and correct me if
8 it's not your understanding, but the lease that--the rail
9 revenue that's reflected in this bond application is the
10 lease payments under the lease with NLA, which would be the
11 ten percent of freight revenue originating or terminating at
12 the port.

13 A Right.

14 Q Or on the line, I guess, in general. Correct?

15 A Yes.

16 Q So one point four million dollars (\$1,400,000) is
17 ten percent of that-- Well, ten percent--for that to be ten
18 percent, you'd have around fourteen point three
19 (\$14,300,000), four, million dollars (\$14,400,000) in overall
20 revenue for that to mean that's what ten percent is.
21 Correct?

22 A Right.

23 Q Where did you get the idea that fourteen million
24 dollars (\$14,000,000) of revenue from the line was an
25 accurate projection?

1 A I don't remember.

2 Q Was that-- Do you have any understanding of--

3 A That's on the full rail line. Right? 88.2 and
4 27.44 and including the portion in Arkansas.

5 Q It would be operating the portion that LPPC owns.

6 A Correct.

7 Q And I guess my question is where did those--the
8 calculation of coverage ratio-- To get to this point, you
9 had to submit an application to the State Bond Commission.
10 Correct?

11 A That's right.

12 Q And do you know how that application was put
13 together?

14 A No.

15 Q And do you know whether this application was
16 ultimately approved by the State Bond Commission?

17 A Hell, I couldn't remember the application or the
18 original amount, so I guess, no, I do not.

19 Q So I won't mark this, but I'll just direct your
20 attention to this document, which are minutes from this
21 meeting.

22 A Okay.

23 Q If you look at the action item on number 15, see if
24 that refreshes your recollection.

25 MR. MCBRIDE: What is this document, please?

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 36447

LAKE PROVIDENCE PORT COMMISSION - FEEDER LINE APPLICATION -
LINE OF DELTA SOUTHERN RAILROAD LOCATED IN EAST CARROLL AND
MADISON PARISHES, LOUISIANA.

ORAL DEPOSITION
OF
DANIEL B. ROBBINS
TAKEN FEBRUARY 27, 2026, AT 9:57 A.M.



Arkansas Diamond Court Reporting

*21043 Natalie Lane
Little Rock, Arkansas 72206*

www.arkansasdiamondcourtreporting.com

PHONE: 501.319.4807

1 believe. Or was that 2019?

2 Q For how long was that embargo in place?

3 A We had an embargo on Plate F cars. I believe it was for
4 two years.

5 Q Why for those cars specifically?

6 A They're very tall, very top-heavy.

7 MR. McBRIDE: And what is the word you're using
8 to describe those cars so she gets it right?

9 THE WITNESS: Plate, P-L-A-T-E, F as in Frank.

10 MR. McBRIDE: Plate F, okay.

11 Q (Mr. Scheib continuing) Is it Plate, hyphen, F?

12 A No. Just Plate --

13 Q F.

14 A -- and the letter F.

15 Q Okay.

16 A It just denotes a car type that happens to be very tall.

17 Q Okay, got it. Is that the only embargo you're aware of on
18 NLA?

19 A Yes.

20 Q Earlier we discussed the fact that NLA has an agreement
21 with Lake Providence Port Commission to serve the Lake
22 Providence port.

23 A Yes.

24 Q And you said that that was a written agreement between the
25 two parties. Do I remember that correctly?

- 1 A Yes.
- 2 Q Does NLA make payments to Lake Providence Port Commission
3 under that agreement?
- 4 A Yes, we do.
- 5 Q What are the payment terms of that agreement?
- 6 A They are -- get ten percent of the gross freight revenue.
- 7 Q And in 2025, how much was that payment from NLA to Lake
8 Providence Port Commission?
- 9 A I don't know off -- exactly know. It would be between 15
10 to \$20,000 probably.
- 11 Q Is it -- is that payment based on loaded cars?
- 12 A Yes.
- 13 Q So the revenue generated is based on ten percent of the
14 revenue per loaded car?
- 15 A Ten percent of the freight revenue on a loaded car, yes.
16 It does not include accessorial charges, such as the merge,
17 switching, or weighing, or --
- 18 Q And does NLA get -- I'm sorry.
- 19 A Or storage is what I was going to say.
- 20 Q Okay. And does NLA get to retain the full amount of
21 accessorial charges?
- 22 A Yes, we do.
- 23 Q Would you know in any prior year the amount of payment
24 that was made by NLA to Lake Providence Port Commission?
- 25 A Not off the top of my head. I would not.