

RICHARD H. STREETER
ATTORNEY AT LAW
5255 Partridge Lane N.W.
Washington, D.C. 20016
rhstreeter@gmail.com

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July 8, 2026

Chief of Case Administration
Office of Chief Counsel
Surface Transportation Board
295 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:

In its motion to reopen discovery herein in the form of a letter filed with the Board on Monday, July 6, 2026 (“July 6 letter”), Delta Southern Railroad, Inc. (“DSRR”) voices multiple baseless claims. It contends erroneously that LPPC’s discovery responses and deposition testimony of (a) the retired Executive Director of Lake Providence Port Commission (“LPPC”), Wyly Gilfoil, (b) LPPC’s current Executive Director, Bryant Killen, and (c) the President of North Louisiana & Arkansas Railroad, Inc. (“NLA”) are misleading or incorrect. DSRR further insists that LPPC’s and NLA’s joint letter filing with the Board on July 1, 2026 also is in error. DSRR then seeks to reopen discovery to re-depose Messrs. Gilfoil and Robbins, without any showing that either Mr. Gilfoil or Mr. Robbins did not testify truthfully in any respect. In fact, it is DSRR that is not correct in several respects. Therefore, there is no basis for re-deposing Messrs. Gilfoil and Robbins.

As we stated in our filing of July 1, 2026,¹ in its decision herein served November 20, 2023, the Board ordered LPPC to file a copy of the Second Amended Railway Lease Agreement By and Between LPPC and North Louisiana & Arkansas Railroad, Inc. That Second Amended Agreement was timely filed herein on November 30, 2023. As we also stated in that July 1, 2026 filing,

¹ Although DSRR counsel, on (unnumbered page 1 of its July 6, 2026 letter) claims the July 1, 2026 filing was made on the business day before the July 6, 2026 deadline for ending discovery in this proceeding, in fact it was filed on July 1, 2026, two business days (including July 6, 2026, the last day for discovery herein before the discovery deadline), and *only one day after* Mr. Killen’s June 30, 2026 deposition herein, in which the revenues discussed herein were the subject of Mr. Killen’s deposition testimony.

LPPC and NLA subsequently agreed to modify the terms and conditions of Section 3.1.d of the Second Amended Lease Agreement to read as follows:

d. “Freight revenue” is defined herein to mean payment received by NLA for the transportation of railcars, but excludes storage of railcars, switching and weighing charges, demurrage and energy surcharge payments.

As we further stated in that July 1, 2026 filing, the subsequent agreement has not been reduced to writing at this time. When it is reduced to writing, it will be filed. Because the parties to that Lease did not perceive that it was necessary to reduce it to writing yet, due to the fact that the Second Amended Lease has not yet taken effect and will not take effect unless and until the Board grants LPPC’s Amended Application, the parties to that Lease did not deem it necessary to reduce their subsequent joint agreement to writing. Nevertheless, after Mr. Killen’s deposition on June 30, 2026, it was apparent that LPPC and NLA, to clarify the situation, should advise the Board and DSRR that they had agreed (but had not yet reduced to writing) to further amend the Second Amended Lease Agreement to reflect that LPPC would be entitled to receive 100 percent of revenues for storage of railcars on LPPC’s tracks.

That is the answer to DSRR’s unwarranted argument on (unnumbered) page 2 of its letter, dated July 6, 2026, that LPPC and NLA were not fully forthcoming about the Lease Agreement between the parties. When we first realized that DSRR’s counsel were confused by the modification of the agreement that simply allows LPPC, instead of NLA, to receive revenues earned by car storage on LPPC’s property, we voluntarily and promptly filed our July 1, 2026 letter with the Board to clear up the matter, as that letter does. Ironically, it is that clarity to which DSRR objects.

Furthermore, the LPPC witnesses consistently testified in their deposition about the fact that LPPC would retain 100 percent of the revenues for storage of railcars on its tracks, just as NLA would keep 100 percent of any storage fees (or other ancillary charges such as demurrage) that it may charge for railcars on NLA’s tracks. It only makes sense that LPPC should collect 100 percent of the revenues charged for railcar storage on LPPC’s tracks.² (LPPC also would receive 10 percent of NLA’s gross freight revenues, as the Second Amended Lease Agreement provides and as the witnesses testified.) NLA’s President

² DSRR’s counsel apparently are incredulous that NLA would agree to give up any claim of right to the revenues for storage of railcars on LPPC’s tracks, but LPPC and NLA agreed to that, just as NLA get to keep 100 percent of the revenues for railcar storage on NLA’s tracks, because that is only fair to each party.

Robbins also responded to DSRR's counsel's questions about NLA's operating revenues, of which LPPC would be entitled to 10 percent.³

There is one minor clerical error in an Exhibit to Mr. Killen's deposition (Attachment A, Killen Deposition Exhibit 6) which is of no substance in context, but which is apparently a source of DSRR's counsel's confusion. In that Exhibit 6 (Attachment A hereto), there is a Tab that seemingly shows LPPC as receiving 10 percent of revenue received for railcar storage on its tracks. The "10 percent" tab on Exhibit 6 is merely a clerical error, as we believe Mr. Killen testified in his June 30, 2026 deposition herein.⁴ The line item for railcar storage revenues on Exhibit 6 clearly shows, and as Mr. Killen testified in response to DSRR's counsel's questions, LPPC actually would receive 100 percent of those storage revenues, i.e., \$1,095,000 per year out of the \$1,095,000 in railcar-storage revenues LPPC anticipates receiving on an annual basis. In other words, while the "10 percent" figure in the Tab on Exhibit 6 (which Exhibit was used to support LPPC's bond application to the Louisiana state government) is incorrect, the actual annual revenues shown for LPPC's revenues for storage of railcars on its tracks are 100 percent of those revenues (i.e., \$1,095,000 out of \$1,095,000), are correct, *and it is the revenue figure that the state government relied on in approving \$10,000,000 in bond funds for LPPC for the rail line at issue herein.*

Moreover, DSRR's counsel unquestionably erred when he unexplainedly assumed during Mr. Gilfoil's deposition (Attachment C, Deposition Transcript of Wyly Gilfoil at 149) that the figure of \$14,000,000 he used in his questions was the amount of annual operating revenues of the line that NLA would receive, and of which LPPC would receive 10 percent (or \$1,400,000). Without question, DSRR's premise was mistaken. The \$1,400,000 figure⁵ used in Mr. Gilfoil's deposition included *both* LPPC's 10 percent of NLA's operating revenues and 100 percent of the revenues for storage of railcars on LPPC's tracks which, as stated above, are anticipated to be \$1,095,000 annually. So, in other words, most of the \$1,400,000 in annual revenues is from those revenues from storage of railcars on LPPC's tracks, *not from LPPC's 10 percent share of NLA's annual revenues* (approximately \$344,000) as DSRR's counsel assumes.

³ Attachment B (Deposition Transcript of Daniel B. Robbins at 111, lines 15-19, at 115, lines 15-24, and at 189-90) (stating that "NLA pays LPPC 10 percent of gross freight revenues but keeps 100 percent of the revenues for accessorial charges imposed by NLA, including revenues for storage of railcars *on NLA's tracks.*")

⁴ As DSRR pointed out at (unnumbered) page 2 and n.3 of its July 6, 2026 letter, Mr. Killen's June 30, 2026 deposition transcript is not yet available.

⁵ The precise figure is \$1,438,650 in annual revenues for LPPC, which includes its portion of NLA's operating revenues (approximately \$344,000 from its 10 percent of NLA's annual gross freight revenues) and \$1,095,000 (from storage of railcars on LPPC's lines). See Attachment A (labeled as "Exhibit 6" to the LPPC bond application, and an exhibit to Mr. Killen's deposition).

Thus, the substance of what LPPC told the State of Louisiana in support of its bond application, and three witnesses identified in the July 6 letter testified about, was and is correct. Moreover, the premise of DSRR's July 6 letter seeking to reopen discovery is therefore incorrect. As shown above, LPPC's and NLA's witnesses explained that the annual revenues LPPC projected as relying on in the future, including to repay bonds, include not just its 10 percent of NLA's operating revenues (approximately \$344,000 annually) but also *all* of the annual revenues (\$1,095,000) from storage of railcars on LPPC's tracks, for a total of \$1,438,650. Therefore, DSRR's assumption that *all* of the \$1,438,650 in annual revenues is derived from NLA's operating revenues is simply incorrect.

Now that DSRR's counsel has deposed Mr. Killen (who handled LPPC's bond application to the State of Louisiana for LPPC and whose deposition they do not seek to reopen), and have been able to question him extensively about LPPC's annual revenues as shown on Killen Deposition Exhibit 6 (Attachment A), there is simply no basis to reopen discovery to re-depose Messrs. Gilfoil and Robbins.⁶ Indeed, DSRR has not even attempted to show, let alone has showed, that either Mr. Gilfoil or Mr. Robbins did not testify truthfully in response to DSRR's counsel's questions. They did testify truthfully. Instead, all that DSRR's July 6 letter motion to reopen demonstrates is that it is DSRR's counsel that are confused about the source of most of the revenue included in the \$1,438,650 annual revenue figure that LPC represented to the State of Louisiana in support of its bond application.

If you have any questions, please contact the undersigned.

Respectfully submitted,

/s/ Richard H. Streeter
Law Office of Richard H. Streeter
5255 Partridge Lane, N.W.
Washington, D.C. 20016

/s/ Michael F. McBride
Van Nes Feldman, LLP
2000 Pennsylvania Ave. N.W.
Suite 6000
Washington, D.C. 20006

⁶ It is useful to remember that the Board previously has said that, apart from merger proceedings, depositions are "seldom used" in Board adjudicatory proceedings. Ex Parte No. 527, *Expedited Procedures for Processing Rate Reasonableness, Exemption and Revocation Proceedings*, 1 S.T.B. 754, 767 (1996) ("We see no reason to believe that depositions will be used more frequently in the future, or that such discovery will be used for harassment. Thus, we will not make an exception for depositions and require prior Board approval. We see no need to become involved in discovery until a problem arises."). The July 6 letter motion to reopen discovery to re-depose two witnesses, without any showing that they testified untruthfully in any respect, demonstrates beyond dispute that a problem has arisen in this proceeding with DSRR's efforts, including its taking of depositions, and now its effort to re-depose two witnesses. The Board needs to put a stop to those efforts.

CERTIFICATE OF SERVICE

I, Richard H. Streeter, do hereby certify that , on July 8, 2026, a true copy of the foregoing with attachments was served on the following Parties of Record, via email:

ALJ Jennifer Soulikias:

Alj.soulikias.inbox@stb.gov

Delta Southern Railroad, Inc.

c/o John M. Scheib scheig@gentrylocke.com.

Noah P. Sullivan NSullivan@gentrylocke.com.

William L. Spotswood Spotswood@gentrylocke.com

Timothy Crowley at tim@lepeabody.com

Thomas D. Crowley at tc@lepeabody.com

In addition, true copies were served, consistent with 49 C.F.R. § 1152.1(a) on the following:

- (1) All rail patrons who originated and/or received traffic on the line during The 12-month period preceding the month in which the amended Application was filed:

mark.marionneaux@jeabnukker,cin

bryant.bremer@keanmiller.com

Counsel for Helena Chemical/South Delta Fertilizer

Dan Militaru

Rail Vehicle Services

dan.militaru@railcarco.com

Jerry J. Melton

Complex Chemical.com

jmelton@complexchemical.com

Neil Martin

Terral River Service, Inc.

nmartin@terralriverservcie.com

- (2) The designated State agency of the State where the property is located:

Louisiana Department of Transportation and Development

andrew.barry@la.gov

sanettria.pleasant2@la.gov

- (3) County governments where the line is located:

East Carroll Parish Police Jury
Kendall Thompson, President
Ecpj400@att.net

Madison Parish Police Jury
Jane Sanders, President
msmith_mppj@bellsouth.net

William L. Mencer
william@mencerlaw.com

Glover Alcorn "Russ" Russell, Jr.
Russ@gloverrussell.com

Jacob A. Brister
jacob@bristerlaw.com

Ernesto Andre Silva Cruz
ernestoc@terralriverservice.com

Richard H. Streeter

/s/ Richard H. Streeter

LPPC Reply Attachment A

FD 26447

Exhibit 6 - Annual Gross Cargo Handling Revenue

Commodity	Tonnage	Rate/Ton mile	Miles	Total Cost	Port Revenue @ 10%
Aggregates	78,000	\$ 0.079	30	\$ 184,860.00	\$ 18,486
Chemicals	70,000	\$ 0.079	300	\$ 1,659,000.00	\$ 165,900
Cottonseed	20,000	\$ 0.079	70	\$ 110,600.00	\$ 11,060
Grain	170,000	\$ 0.079	25	\$ 335,750.00	\$ 33,575
Equipment	1,000	\$ 0.079	880	\$ 69,520.00	\$ 6,952
Fertilizer	37,000	\$ 0.079	40	\$ 116,920.00	\$ 11,692
Other	135,000	\$ 0.079	90	\$ 959,850.00	\$ 95,985
	# Cars	Rate/Day	Days		
Storage	500	\$ 6.000	365	\$ 1,095,000.00	\$ 1,095,000
TOTAL	511,500				\$ 1,438,650

LPPC Attachment B

FD 36447

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.

1 Q What's the second derailment that you recall?

2 A It was a week ago Thursday. A locomotive engineer ran
3 over a derail.

4 Q Where did that occur?

5 A Just north of the U.S. 82 crossing in Lake Village,
6 Arkansas.

7 Q In Lake Village. So that's on track maintained by North
8 Louisiana & Arkansas?

9 A That is correct.

10 Q Do you -- I probably should have asked this when we were
11 going over NLA, but just help me. Again, I'm still learning
12 NLA's business. What lines of business is North Louisiana &
13 Arkansas in?

14 A Lines of business? Short line railroad.

15 Q Okay, so does it offer freight transportation services?

16 A Yes.

17 Q Does it offer switching and weighing services?

18 A Yes.

19 Q Other -- what are the other services it might offer?

20 A Car storage, let's see, switching, weighing. That's
21 pretty much it. I mean, we do transload but not there.

22 Q Is car storage part of the railroad business in the
23 ordinary course?

24 A It's cyclical, but it can be, yes.

25 Q Do you know whether -- strike that.

1 Railroad is a member of the ASLRRA, not the other subsidiaries.

2 Q But you're familiar, therefore, with the conditions under
3 which the award can be granted; right?

4 A Oh, yes.

5 Q Yeah. And Mr. Scheib asked you briefly about car storage
6 and whether that was a normal function of a railroad. And you
7 indicated, if I understood correctly, that it could be. And do
8 you in fact store cars?

9 A We do. Car storage is supplemental income that a lot of
10 different railroads will do. Some railroads build their entire
11 business model around it. But, yes, we do car storage. We
12 always do car storage in our siding so that we do not block the
13 main line, so we service customers.

14 Q Okay. And where are the cars stored on the Delta Southern
15 line between Lake Providence port and the Madison Parish port?

16 A Well, from the last time I was down there, which keep in
17 mind, I've not been to the Madison Parish port -- I've driven
18 through Tallulah two months ago, I think it was. They were
19 located in a couple of different little wads, for lack of a
20 better term, all north of the Madison Parish port between there
21 and -- I'm trying to remember if that little town is called
22 Alsatia or something like that.

23 Q Okay. And on mainline or on sidetrack?

24 A Only on the mainline. They don't really have sidetracks
25 up through there.

1 Q So they store cars on their mainline. You store cars on
2 your sidetrack; is that right?

3 A That is correct.

4 MR. McBRIDE: Okay, thank you. That's all I
5 have.

6 MR. SCHEIB: Just a couple redirect.

7 **FURTHER EXAMINATION**

8 BY MR. SCHEIB:

9 Q You interchanged a car with Delta -- NLA interchanged a
10 car with Delta Southern Railroad in 2022; correct?

11 A '22 or '23, whatever that Schnabel car was, somewhere in
12 that neighborhood. I believe that was '23, was it not?

13 Q In 2022 or 2023, NLA interchanged a car with --

14 A A car, yes.

15 Q Can a railroad that has derailments win the Jake Award?

16 A It's usually for personal injuries, so I don't know if FRA
17 reportables count or not.

18 Q The document that Mr. McBride showed you from the
19 Livingston deposition, why did Mr. Angel provide that to you?

20 A He showed it to me, because he thought it was unusual that
21 they would reach out directly to him considering they were
22 upset at him for filing a statement.

23 Q Is -- if Mr. Angel needed rail service, would he contact
24 Delta Southern directly, or would he contact North Louisiana &
25 Arkansas as the serving carrier?

LPPC Attachment C

FD 36447

1 Q --was it the case that LPPC did not have the
2 financial ability to purchase and operate the line absent
3 grant funding or borrowing?

4 A Well, a lot of would depend on what the purchase
5 price was and the rental agreement that would be worked out
6 with the operating carrier, so there's a possibility that it
7 could be structured where even without the debt covering we
8 could do it.

9 Q What would be the fi- -- During the time that you
10 were there--

11 A You can have contracts that prepay rent, and
12 prepaid rent can be used, you know, to--for purchase,
13 operation, and whatever.

14 Q Are you referring to the contract with NLA?

15 A That's a possibility. That's one possibility, yes.

16 Q Had you secured a lease with NLA at the time that
17 you filed the feeder line application?

18 A I think there was a proposed lease that was
19 included as part of that application.

20 Q And did that lease include prepaid rent?

21 A Not necessarily.

22 Q It did not. Correct?

23 A That's right.

24 Q The arrangement was that the rent would be a
25 percentage of the revenues of operating the line.

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