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**BEFORE THE
SURFACE TRANSPORTATION BOARD**

STB FINANCE DOCKET NO. 35147

**NORFOLK SOUTHERN RAILWAY COMPANY,
PAN AM RAILWAYS INC., *ET AL*
- JOINT CONTROL AND OPERATING/POOLING AGREEMENTS -
PAN AM SOUTHERN LLC**

COMMENTS OF NEW ENGLAND SOUTHERN RAILROAD CO.

**Keith G. O'Brien
Robert A. Wimbish
Baker & Miller PLLC
2401 Pennsylvania Ave., N.W.
Suite 300
Washington, DC 20037
Telephone: (202) 663-7820
Facsimile: (202) 663-7849**

**Attorneys for New England Southern
Railroad Co.**

Dated: August 11, 2008

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COMMENTS OF NEW ENGLAND SOUTHERN RAILROAD CO.

In accordance with the procedural schedule adopted by the Board in a decision served in this proceeding on June 26, 2008 New England Southern Railroad Co. (“NESR”) hereby submits its comments in response to the Application² filed in this proceeding on May 30, 2008.

NESR is a Class III railroad that has continually provided responsive rail service over the rail line extending between Manchester and Pennacook, NH, for over 23 years pursuant to lease arrangements with B&M.³ In connection with that arrangement B&M and/or Springfield Terminal is obligated to pay NESR interline charges and improperly

¹ These comments also embrace the related proceedings in Finance Docket No. 35147 (Sub No. 1), Finance Docket No. 35147 (Sub No. 2), and Finance Docket No. 35147 (Sub No. 3).

² NESR hereby adopts and uses in its Comments the acronyms and abbreviations contained in the Table of Abbreviations at pages vi-vii of the Application.

³ Since 1982, NESR also has provided service on the connecting White Mountain Branch owned by the New Hampshire Department of Transportation pursuant to an agreement with the State. This line extends from Concord to Lincoln, NH and has no other connection with the rail system other than the B&M-owned Manchester-Pennacook Line with which it intersects.

withheld car hire charges. In recent years B&M and/or Springfield Terminal have only sporadically met those obligations much to the financial detriment of NESR. Furthermore, for the past 13 months no payment has been forthcoming for the interline obligations and car hire reimbursements to which NESR is entitled. At this point, NESR has a claim in excess of \$500,000 pending in federal court against all of the Pan Am Parties ("PAP") collectively and in their individual capacities.

NESR has chosen to file Comments in support of the Application for two reasons. First, NESR believes that the proposed Transaction will, more likely than not, improve rail transportation service in the New England area. The proposed Transaction can and should result in increased competition and more reliable and efficient service for NESR-served shippers that currently rely on Springfield Terminal's through routes, including the so-called "Patriot Corridor" that would be the cornerstone of the to-be-created PAS system. Second, NESR believes that the proposed Transaction would increase PAP's ability promptly to satisfy its financial obligations, including its obligations to existing and or future judgment creditors, particularly if the Board clarifies matters related to a discrete element of the proposed Transaction as NESR is requesting herein.

The second prong of NESR's support for the Application, including NESR's related request for Board clarification, warrants further explanation. As indicated above, NESR is involved in litigation with PAP over unpaid car hire and interline charges owed to NESR. NESR's lawsuit also makes claims under the New Hampshire Consumer Protection Act, which provides for multiple damages and attorney fees. See New England Southern Railroad Co. v. Springfield Terminal Railway, Co., et al., 1:07-cv-00403-JL (D.N.H.). As an apparent part of the dispute over payment, PAP just over one

year ago advised NESR that it is terminating NESR's lease agreement with B&M (covering the vast majority of the traffic over the rail lines that NESR operates), and has undertaken the preliminary steps to file an adverse discontinuance against NESR to enable PAP to eject NESR from the B&M owned lines.⁴ Although NESR has resisted PAP's adverse discontinuance efforts, NESR has advised PAP that it is willing to cooperate with PAP in a more streamlined Board procedure – such as a substitution of operators notice of exemption – that would permit NESR voluntarily to terminate service over the B&M-owned lines, and would enable B&M and/or Springfield Terminal (or some other carrier of B&M's choosing) to commence service on the line as soon as practicable, but preferably no later than October 31, 2008. Thus far, PAP has not responded definitively to NESR's proposal, and the litigation for unpaid charges owed to NESR continues.

NESR is quite convinced of the merits of its claims for unpaid charges owed by PAP, because the unpaid charges are based on documents prepared monthly by B&M, and are therefore effectively admitted to by B&M. NESR fully anticipates that, if the matter is not settled, NESR will obtain a judgment for monetary damages against PAP. Based on NESR's independent assessment of matters, however, it appears that PAP, as currently constituted, may lack adequate resources promptly to satisfy a judgment against it, or that PAP may evade its obligations under a settlement agreement or a judgment.

⁴ See Boston and Maine Corporation and Springfield Terminal Railway Company – Adverse Discontinuance – New England Southern Railroad Co. Inc., STB Docket No. AB-32 (Sub-No. 100). Curiously, B&M and Springfield Terminal seek to discontinue NESR's common carrier operations under a proceeding established pursuant to a docket governing B&M abandonments and discontinuances (AB-32), rather than an "AB docket" designated for NESR.

NESR bases its assessment of the situation on information and belief,⁵ and also upon information obtained from, or as a result of, the July 21, 2008 edition of Atlantic Northeast Rails and Ports,⁶ which reports on the following matters:⁷

- Greenbriar v. Springfield Terminal, 1:08-cv-10362-NMG (D. Ma.) (Greenbriar claims that Springfield Terminal and B&M owe it \$1,455,179.85 as of February 29, 2008)
- GATX v. Springfield Terminal 1:08-cv-10845-JLT (D. Ma.) (Reportedly, the fourth lawsuit filed by GATX against Springfield Terminal related to car hire. The first suit settled for \$429,585.12, but GATX claims that Springfield Terminal failed to make payments under this agreement or to pay for subsequent car hire amounts due to GATX. The second suit reportedly was an attempt to collect the unpaid settlement plus additional accrued car hire charges. Again, the parties reached a settlement. The third suit was for car mileage, and was settled under terms under which Springfield Terminal paid back \$191,763.35, but then failed to keep current with car mileage payments due to GATX. The fourth suit (cited above) reportedly is an attempt to collect car mileage amounts due from June 2007 through March 2008 (\$160,806.88)
- Trinity Rail v. Springfield Terminal, 1:06-cv-10187-RCL (Trinity and Springfield Terminal reportedly settled their dispute and Springfield Terminal agreed to pay \$117,752.22 by April 25. Springfield Terminal missed that due date, but paid \$25,000 in May 2008 instead. Trinity is seeking an attachment for the balance)
- CSX Transportation v. Springfield Terminal and Boston and Maine 1:08-cv-10220-NMG (D. Ma.) (CSXT reportedly seeks unspecified amounts for

⁵ For example, NESRT understands from personal investigation that the New England Central Railroad, Inc., and other New England carriers may also be engaged in disputes with PAP over unpaid charges owed by PAP.

⁶ This edition of Atlantic Northeast Rails and Ports (selected pages of which are attached hereto) also quotes Eric Lawler, Senior VP and CFO of Springfield Terminal as saying that "it is the usual course that ST is a net debtor under ISS [Interline Settlement System] meaning that on the second business day of each month ST must transfer several million dollars to the ISS clearinghouse for disbursement to other rail carriers . . . As a result of this requirement, ST has been saving its revenues as well as the capital need of ST's operation and cash flow is extremely limited."

⁷ In addition, NESR understands that B&M and/or Springfield Terminal owe the Commonwealth of Massachusetts millions of dollars in overdue invoices for fees that B&M and/or Springfield Terminal are obligated to pay to the Commonwealth or a subdivision of the Commonwealth for the use of Commonwealth-owned rail property.

"horsepower hours" in connection with locomotive use, railroad repairs, trackage rights, and environmental cleanup)

Thus, while NESR will, in the absence of a settlement, most likely obtain a judgment for monetary damages in the above-referenced litigation, it may be difficult for the evidently cash-strapped PAP to satisfy that judgment, and that might require NESR to take several additional steps to find assets against which it could satisfy a judgment.

In light of these circumstances, NESR views the proposed Transaction as an opportunity to improve PAP's cash situation, and potentially, should NESR be able to obtain a judgment, as an opportunity to collect against specific funds intended under the Transaction to be transferred to from the newly-created PAS to B&M. Specifically, under the Transaction Agreement, B&M would obtain \$47.5 million in exchange for PAS's acquisition of an undivided interest in 26.316% of the PAS Lines contributed to the joint venture by the Pan Am parties. See Application Vol. I at 21, Vol. II (Public Version), Exhibit 2A (Transaction Agreement) at 15. This \$47.5 million cash transfer provides B&M (and, by extension, the entire PARI family) with a substantial cash infusion, and these funds could be drawn from to satisfy a judgment in favor of NESR.

Provided that NESR and other entities to which B&M owes money (and are or subsequently become judgment creditors) are able to collect against this \$47.5 million transfer to B&M, the Transaction is most assuredly in the public interest, for it will better enable PAP to meet its past obligations and may provide for a financially stronger PAP going forward.⁸ Consequently, NESR supports the Application on the condition that the

⁸ Conversely, parties such as NESR will be harmed by this Transaction if they are unable to collect against the subject \$47.5 million, because that payment will be made in exchange for the contribution of substantial B&M rail assets to the new PAS entity. If the funds transfer is immune from efforts to collect against B&M, then PAP's creditors

funds to be transferred to B&M as a consequence of the Transaction – and particularly the above-referenced \$47.5 million cash transfer – are not “immune” by reason of federal preemption from collection by judgment creditors.

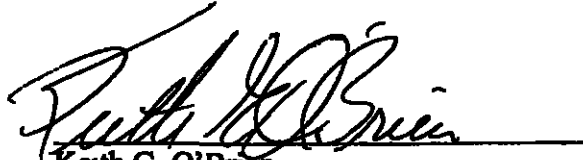
Put simply, NESR is concerned, based on its experiences with PAP and given PAP’s predilection to invoke federal preemption in connection with private claims against it, that PAP may argue here or in another forum that NESR (at such time as it may become a judgment creditor) may not collect against the above-referenced \$47.5 million transfer, because the cash transfer was specifically authorized by the Board under its statutory authority at 49 U.S.C. 11323, and therefore any effort to collect against such a disbursement arguably would affect a Board-approved railroad transaction. Although NESR concedes that such a line of argument is highly specious, it is the sort of argument that can give courts, especially state courts, pause, because of the perception of the expansive preemptive scope of the Interstate Commerce Commission Termination Act of 1995 (“ICCTA”).

For these reasons, rather than holding off on the issue of collection until another day or leaving it for subsequent court determination, NESR respectfully requests that the Board make clear in its decision approving the Application that no act of the Board in this proceeding or provision of ICCTA under which the Board approves the Application would prohibit, interfere, or impede NESR’s ability, if it becomes a judgment creditor against B&M, to satisfy its judgment against the above-referenced \$47.5 million payment

will have to deal with a B&M with significantly fewer rail assets, and thus even fewer resources against which judgments and other debts can be satisfied.

to B&M contemplated under the Transaction Agreement, either immediately at the time of such transfer or following transfer of these funds.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Keith G. O'Brien", written over a horizontal line.

Keith G. O'Brien

Robert A. Wimbish

Baker & Miller PLLC

2401 Pennsylvania Ave., N.W

Suite 300

Washington, DC 20037

Telephone. (202) 663-7820

Facsimile: (202) 663-7849

Attorneys for New England Southern
Railroad Co.

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the foregoing Comments upon all parties of record by depositing a copy in the U.S. mail in a properly-addressed envelope with adequate first-class postage thereon prepaid, or by other, more expeditious means.

Dated. August 11, 2008


Keith G. O'Brien
Attorney for New England Southern
Railway Co.

ATLANTIC NORTHEAST RAILS & PORTS

Helping to move rail and port traffic through New
England, the Maritimes, & eastern Québec
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operating railroads + ports, intermodal facilities, and government environment

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Issue 08#07A 21 July 2008

*Article unchanged from e-bulletin.

** Blue type shows changes from e-bulletin.

NS-ST DEAL

NS-ST deal.

- List of Notices of Intent to Participate **
- New Mechanicville facility announced.
- Environmental comments.**
- Other comments.**

OTHER REGIONAL ISSUES

ST lawsuits on car hire*

- Greenbrier \$1 435 million.
- GATX \$161,000.
- Trinity Rail \$93,000. ST says chooses to pay

Interline Settlement System.

CSXT v ST The Class I wants payment for horsepower hours, car repair, trackage rights to Cedar Hill, and environmental cleanup *

CONNECTICUT

[No report]

MAINE

MMA: Katahdin's Millinocket mill will continue to operate past end of July **

SLR: Intermodal down 2Q08.*

ST v Fore River Warehouse: Court asks STB to rule on demurrage questions.*

Bucksport. New Webber Energy dock.

Portland IMT shut, will Port Authority buy?

MASSACHUSETTS

ST. Macnamara applies for MSW permit for Ayer.

NEW HAMPSHIRE

NHDOT Two commuter rail routes?

RHODE ISLAND

[No report.]

VERMONT

[No report.]

MARITIMES/QUÉBEC

CN. Drops one Halifax train * List of current trains.**

Halifax: Traffic down 16 3%

Halifax: EWL stops call because of bankruptcy.

Canso: Melford still moving ahead.

Halifax analysis: Suffering from long inland route

RAIL SHIPPERS/RECEIVERS

A cross-reference to companies mentioned here

PEOPLE, POSITIONS, EVENTS

[No report.]



England's separation of track and operations

While reports from Britain said privatization of train operations did not help, rail punctuality was recently reported at a post-privatization high: 90% for April

Seven of my eight trips there in June were on time. Drivers told me that the responsible party pays \$1200 per minute (after three minutes leeway) for late departures, to the other party. If the track owner and dispatcher does not have the slot ready for departure, it pays the operator; if the operator is not

Common abbreviations: BCLR - Bay Colony RR, BML - Belfast & Moosehead Lake RR, CBNS - Cape Breton and Central Nova Scotia Ry, CCCR - Cape Cod Central RR, CCRR - Claremont Concord RR, CFQ - chemins de fer Québec System, CMAQ - congestion-mitigation or air quality (money from the US federal government for these purposes), CN - Canadian National Ry, CNZR - Central New England RR, ConnDOT - Connecticut Department of Transportation, CPR - Canadian Pacific Ry, CSO - Connecticut Southern RR, CSRX - Conway Scarco RR, EOT - Mass Exec Office of Transportation, GWI - Genesee & Wyoming Inc, FHWA - Federal Highway Admin., FRA - Federal Rail Admin., FRTC - Fore River Transportation Co., FTA - Federal Transit Admin., Guilford (GRS) - Guilford Rail System, formerly name for Pan Am Railway, see ST, GU - Grafton & Upton RR, HRRR - Housatonic RR, MBCR - Mass. Bay Commuter RR, MBRX - Milford-Bernington RR, MBTA - Mass. Bay Transportation Authority, MC - Mass Coastal RR, MCER - Mass Central RR, MDOT - Maine Department of Transportation, MERR - Maine Eastern RR, MMA - Montréal, Maine and Atlantic Ry, MPO - Metropolitan Planning Organization, MTQ - Québec Ministry of Transport, NAUG - Naugatuck RR, NBDOT - New Brunswick Department of Transportation, NBSR - New Brunswick Southern Ry, NECR - New England Central RR, NEGS - New England Southern RR, NHCR - New Hampshire Central RR, NHDOT - NH Department of Transportation, NHN - New Hampshire Northcoast RR, NNEPRA - Northern New England Passenger Rail Authority, NSDOT - Nova Scotia Department of Transportation, Pan Am - new name for GRS, PVR - Pioneer Valley RR, PW - Providence & Worcester RR, QCR - Quebec Central Ry, RIDOT - Rhode Island Department of Transportation, Seaview-Seaview Transportation Company, SLQ - St Lawrence & Atlantic Ry (Quebec), SLR - St Lawrence & Atlantic RR, ST - Springfield Terminal Ry (leases three parts of Pan Am Systems (Maine Central RR, Portland Terminal RR, Boston & Maine), TIRR - Turner's Island LLC, TEU - twenty-foot equivalent unit (measure of container traffic, equal to a 20x8x8 foot box), VAOT - Vermont Agency of Transportation, VRS - Vermont Rail System (Green Mt. RR Company GMRC + Vermont Ry VTR + Clarendon&Pittsford RR CLP + Washington County RR WACR), WHRC - Windsor and Hantsport Ry.

OTHER REGIONAL

ST LAWSUITS: CAR HIRE*

[See previous coverage of car hire cases, including Greenbrier and GATX, in 06#09A]

GREENBRIER CAR HIRE CASE

On 4 March 2008, Greenbrier (represented by Lisa Brodeur McGan of Springfield) filed its second recent suit to recover unpaid car hire fees. In the first, filed in 2006, the parties reached a settlement agreement dated February 2007. ST would pay \$854,343.84 by 21 September 2007. In return, Greenbrier agreed to waive attorney's fees. {1 06-cv-10207-NMG}

By August 2007, ST had paid only \$250,000 and has paid nothing since then, nor most of the new amounts due. ST owed as of 29 February 2008 \$1,455,179.85. Greenbrier filed this second lawsuit, and succeeding in attaching ST's bank account {1 08-cv-10362-NMG}

Attachment and execution

On 18 January 2008, the Court issued an Ex Parte Order of Trustee Attachment. On 3 March Greenbrier 'caused the summons to be served' on Bank of America. On 5 March Greenbrier sought an order from the Court to require Bank of America to release the sums due Greenbrier.

On 8 May, after considering ST's opposition, Judge Nathaniel Gorton ordered Bank of America to release \$513,559.69 to Greenbrier {documents from Court website}

ST says money is coming

Brodeur McGan said on 9 July that ST had told her that the company was receiving in excess of \$40 million [presumably from the NS-ST deal] {ANR&P discussion 9 Jul 08}

GATX CAR HIRE CASE

On 20 May, 2008, GATX (represented by Paul Lannon of Boston firm Holland, Knight) filed its fourth lawsuit against ST 'arising from STR's willful and repeated failure to pay GATX for use of GATX's privately-owned railway tank cars.' In the first, in 2004, the parties reached a settlement in 2005, under which ST would pay \$429,584.12 plus 5%, in five installments. ST failed to make these payments or its regular car hire payments.

In the second, GATX filed on 14 June 2006 to collect the 2005 amounts plus ongoing amounts. The parties again reached a settlement, and again ST failed to make the requisite payments.

In the third, filed 20 January 2007, the parties reached a settlement on 8 May 2007 for \$191,762.35 at 9.25% interest. ST paid the back amount (late, in 2008), but not the current monthly payments.

In the fourth, GATX is attempting to collect car hire due from June 2007 to March 2008 of \$160,806.88.

GATX alleges that STR in each case executed the Settlement Agreement 'with no intention to abide by its terms to decrease its own operating costs.' {1.08-cv-10845-JLT}

TRINITY RAIL CAR HIRE CASE

On 9 June 2008, Trinity (represented by Jim Howard of Charlestown) filed a motion for payment of judgement to collect unpaid car hire fees. In 2006, Trinity and ST reached settlement, under which ST would pay \$187,655.25 in two installments. The judge 'expressed the consent of the parties to effectuate the immediate issuance of writs of execution' but Trinity did not seek attachment.

In 2008, Trinity and ST recalculated the amount due and ST agreed to pay \$117,752.22 by 25 April. ST missed this date, paying \$25,000 by 16 May.

ST said in June that it offered to automatically debit its bank account for 50% of the amount due in July, and 50% of the amount due in August. Trinity declined this option and is seeking an attachment of ST's assets to satisfy the amount due {01 06-cv-10187-RCL}

Explanation for non-payment: need to pay ISS

In an affidavit filed with ST's response in June, Eric Lawler, senior vice-president and chief financial officer of ST, stated

- As a rail carrier providing railroad transportation in interstate commerce through its connections with other carriers, ST participates in a process known as the Interline Settlement System ("ISS"). ISS is a railroad clearinghouse that is a means of collecting and disbursing to those rail carriers involved in the transport of goods a pro-rata share of revenues collected from shippers and owed to/from the connecting railroads that carry freight for each other. It is the usual course that ST is a net debtor under ISS, meaning that on the second business day of each month ST must transfer several million dollars to the ISS clearinghouse for disbursement to other rail carriers.¹

- As a result of this requirement, ST has been saving its revenues to meet its ISS obligation as well as the capital needs of ST's operation and cash flow is presently extremely limited.

- Although cash flow for the month of June is restricted, projections do indicate that the months of July and August 2008 are expected to be less restrictive {US District Court website}

CSXT v ST: HORSEPOWER, ETC*

HORSEPOWER HOURS

On 11 February, CSXT (represented by Michael Flynn of Quincy) filed in US District Court in Massachusetts a complaint to recover amounts due for four items: horsepower hours, car repair costs, trackage rights in Cedar Hill yard, and an environmental spill.

The complaint describes the Master Agreement governing the exchange of horsepower. Under it, CSXT granted to ST the right to operate CSXT power between Barber Station in Worcester and Rigby Yard in South Portland. ST granted to CSXT the right to use ST locomotives between Barber's and

¹ In the United States, railroads and others are working to create a similar system to automatically bill and collect car hire payments each month. Such a system might reduce the need for rail car lessors to file frequent lawsuits against ST {Editor}

Selkirk, NY

'Since November 2005, [ST] have become deficit users of CSXT's Equipment for which CSXT has repeatedly invoiced [ST]' under the Master Agreement ' CSXI did not state the amount of funds due

RAILCAR REPAIRS

In the same suit, CSXT alleged that since September 2004, CSXT has repaired ST railcars but ST has refused to pay for the repairs. The complaint did not state an amount due.

CEDAR HILL YARD ACCESS

In the same suit, CSXT stated, 'CSXT has granted or allowed [ST] certain trackage rights in North Haven, Connecticut, from the Antrak connection to the Cedar Hill yard subject to certain payments. [ST] have failed to remit payment since 2003 for their trackage rights' though CSXT has invoiced ST 'for their use of the trackage rights' Again, CSXT did not state an amount due

[Calls to various knowledgeable people on 10 July failed to shed any light on these tackage rights *Editor*]

ENVIRONMENTAL CLEANUP

As a fourth cause of action, CSXT alleged that an environmental spill occurred on 11 June 2005 along ST tracks near Turnbull Road in Rotterdam, NY. CSXT was mistakenly called to clean up 'the white powder' and had an outside contractor do the cleanup. CSXT requests ST pay the cost of the cleanup.

Trial schedule

The parties have agreed to complete discovery and non-expert depositions by 15 December 2008, to complete expert depositions by 1 April 2009, and hold a final pre-trial conference by 30 June 2009 {1:08-cv-10220-NMG}

MAINE

MMA: KATAHDIN MILL**

9 July, Millinocket **KATAHDIN PAPER WILL KEEP ITS MILL HERE OPEN PAST THE END OF JULY**, said Maine Governor John Baldacci, "subject to continued customer orders and positive cash flow," but he could not say for how long. Efforts to secure an alternative energy source [see 08#06B] are among many efforts that might not come to fruition. While company officials have described the sought-after alternative energy source as a biomass boiler, Baldacci shied away from identifying it.

The paper machine here is the newest in the state, worth \$150 million. (Nick Sambides in *Bangor Daily News* 9 Jul.08)

Potential good news for MMA it could keep outbound traffic and inbound oil {editor}

How long will the mill operate?

Glen McMillan, a senior vice president and chief financial officer of Fraser Papers of Toronto said on 10 July "As of today, we have no confirmed orders beyond July 28, only through to July 28. If we don't have any profitable orders for August 1st then we won't start on August 1st. If we have profitable orders until August 31st, then we will run until August 31st. [Company officials] are optimistic that we will get orders beyond July 28 that will have that null operate on a cash-profit basis in the short term."

Warmer summer temperatures cut the mill's oil needs by about a third. But an alternative energy source won't emerge this autumn. "I can't see us making any announcement on that before the end of September. We won't make an announcement before that time," McMillan said. "Any alternative energy source would likely involve biomass [boiler systems], and there are many parties that need to sign off on that. Large projects like that require capital. It will take awhile." (Nick Sambides in *Bangor Daily News* 11 Jul 08)

SLR: INTERMODAL*

14 April, Lewiston **SLR INTERMODAL FOR 2Q08
DROPPED** Parent company Genesee & Wyoming reported
362 "carloads" for April-June, below 2Q07 [see box and
08#05A] {GWJ press release}

ST v FORE RIVER: DEMURRAGE*

7 July, DC ST ASKED THE STB TO RULE ON DEMURRAGE QUESTIONS In its lawsuit against Fore River Warehouse on this day.

In March 2007, ST (represented by Keith Jacques of Smith, Elliott of Saco, Maine) filed in US District Court for Maine against Fore River Warehouse (represented by Daniel Rosenthal of Verrill Dana, Portland) to collect \$149,280 demurrage not paid for April, May, June, and October 2004, and May, June, July, and August 2006 [In 2006, ST placed an embargo on Fore River because of congestion-see 06#05A] {2 07-cv-00052-GZS}

ST alleged that Fore River had not unloaded railcars in a timely fashion. Fore River told ST in 2006 that it would not pay demurrage for that year, because the demurrage charges were invalid. First, Fore River is not a consignee. Second, demurrage charges cannot be levied where, as Fore River alleges, cars are backed up due to the fault of the carrier itself. Third, demurrage cannot be charged for SIT (storage in transit) cars. (Fore River motion to refer case to STB 4 June 07)

Referral to the STB

The Court has referred seven questions related to the reasonableness of the demurrage charges to the STB. On 7 July, ST finally, after numerous delays and requests, filed a request for the STB to make a determination on the questions. {STB

Month	11-06	12-06	11-07	3-07	2Q07	7-07	8-07	9-07	10-07	11-07	12-07	1-08	3-08	2Q08
Intermodal Carloads	284	261	224	178	563	1219	222	138	208	156	66	128	77	362