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February 29, 2012

Ms. Cynthia T. Brown
Chief of the Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D. C. 20423

Part of
Public Record

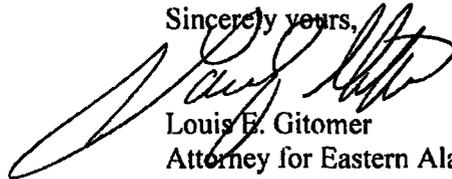
RE: **Finance Docket No. 35583, Eastern Alabama Railway LLC v. Utilities
Board of the City of Sylacauga**

Dear Ms. Brown:

Enclosed for e-filing is a Reply by the Eastern Alabama Railway LLC ("EARLY")
to a Motion to Strike filed by the Utilities Board of the City of Sylacauga on February 22,
2012.

Thank you for your assistance. If you have any questions please call or email me.

Sincerely yours,



Louis E. Gitomer
Attorney for Eastern Alabama Railway LLC

Enclosures

Cc: Parties of Record

BEFORE THE
SURFACE TRANSPORTATION BOARD

Docket No. FD 35583

EASTERN ALABAMA RAILWAY LLC
v.
UTILITIES BOARD OF THE CITY OF SYLACAUGA

EASTERN ALABAMA RAILWAY LLC REPLY TO MOTION TO STRIKE

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Attorneys for: EASTERN
ALABAMA RAILWAY LLC

Dated: February 29, 2012

BEFORE THE
SURFACE TRANSPORTATION BOARD

Docket No. FD 35583

EASTERN ALABAMA RAILWAY LLC
v.
UTILITIES BOARD OF THE CITY OF SYLACAUGA

EASTERN ALABAMA RAILWAY LLC REPLY TO MOTION TO STRIKE

The Eastern Alabama Railway LLC (“EARY”) files this response to the Utilities Board of the City of Sylacauga’s (“Utilities Board”) Motion to Strike (the “Motion”) portions of the EARY’s Rebuttal filed on February 21, 2012 (the “Rebuttal”), which the Utilities Board asserts presents impermissible new evidence. EARY strongly refutes the Utilities Board’s claims and asks that the Surface Transportation Board deny the Motion for the reasons discussed below.¹

EARY’s Rebuttal is proper. The Utilities Board asserts that EARY’s Rebuttal goes beyond the permissible boundary of rebuttal as defined at 49 C.F.R. §1112.6 which states that “Parties filing reply and rebuttal verified statements will be considered to have admitted the truth of material allegations of fact contained in their opponents’ statements unless those allegations are specifically challenged. Rebuttal statements shall be confined to issues raised in the reply statement to which they are directed.” Black’s Law Dictionary, Eighth edition defines rebuttal as “contradiction of an adverse party’s

¹ EARY uses the same numbering as the Utilities Board when referring to statements but groups those numbers differently to better address the Utilities Board’s comments.

evidence.” The Rebuttal contradicts the Utilities Board’s evidence and argument contained in its reply filed on February 13, 2012 (the “Reply”).

The Utilities Board however asks the Board to further limit Rebuttal based on citations to rate cases where the complainant rebuttal was properly stricken because the complainant attempted to make significant changes to its Stand-Alone Cost model. In this proceeding, EARY is not changing its argument that the Alabama state condemnation laws are preempted as they apply to the complaint filed by the Utilities Board in this particular pipe crossing of EARY’s rail line. Rather, EARY is responding to and correcting the misstatements, mischaracterizations and new facts and arguments in the Reply that the Utilities Board has made in response to EARY’s opening evidence.

All of the statements that the Utilities Board demands the Board to strike are directly in response to the Utilities Board’s Reply.² With the exception of Buford Tree Services accessing EARY’s right-of-way on February 20, 2012 without prior notice or request (obviously after the Utilities Board’s Reply was filed with the Board), EARY’s Rebuttal does not provide new evidence. All of the evidence the Utilities Board demand be stricken directly contradicts facts and evidence the Utilities Board provided in its Reply, thus EARY’s Rebuttal evidence is proper and not immaterial or irrelevant.

² EARY also notes that the Utilities Board makes numerous attempts to insert new facts and arguments in its Motion to Strike that are unrelated to its stated basis for its Motion (e.g. references to the Utilities Board’s “limited budget”, which was in fact over \$56 million in 2008, an amount that exceeds EARY’s budget many times over!), but EARY also recognizes that it would be difficult for the Board to timely rule on the original Petition if EARY were to respond to every misstatement and mischaracterization contained in the Utilities Board’s Motion.

Preemption is a fact specific inquiry. A factual assessment of whether the Utilities Board's action would unreasonably interfere or pose an undue safety risk³ is necessary to determine whether condemnation is preempted in this proceeding.⁴ See *Borough of Riverdale—Petition for Declaratory Order*, FD 35299, slip op. at 2 (STB served August 5, 2010); *CSX Transp., Inc. v. Georgia Pub. Serv. Comm'n*, 944 F. Supp. 1573, 1581 (N.D. Ga. 1996); see also *City of Auburn v. STB*, 154 F.3d 1025, 1029-31 (9th Cir. 1998), cert. denied, 527 U.S. 1030 (1999); *Joint Petition for Decl. Order—Boston and Maine Corp. and Town of Ayer, MA*, STB Finance Docket No. 33971 (STB served May 1, 2001) at 8.

The Utilities Board introduces the specific portions of the record it seeks to strike by stating that “most of the material below does not even address the Hill Road site that is the subject of the condemnation case.” Reply at 5. EARY was not permitted discovery in this proceeding as to the Hill Road site. Thus, EARY cannot provide the Board with information about the proposed construction; however EARY does know the past actions of the Utilities Board once the Utilities Board cancelled the contracts with EARY. There is no better predictor of future actions than past actions. In the Rebuttal, EARY responded to the unfounded allegations in the Reply that the Utilities Board will act safely. The record demonstrates a total lack of safety concern by the Utilities Board. Perhaps the Utilities Board wants to hide from the Board its misdeeds because it is concerned, as it should be, of potential FRA investigations and enforcement. In short, on

³ *Maumee & Western Railroad Corporation and RMW Ventures, LLC – Petition for Declaratory Order*, STB Finance Docket No. 34354, slip op. at 2 (STB served March 3, 2004); *Lincoln Lumber Company—Petition for Declaratory Order—Condemnation of Railroad Right-of-Way for a Storm Sewer*, STB Finance Docket No. 34915, slip op. at 3 (STB served August 13, 2007).

¹ Opening at 11-12.

Rebuttal EARY provided evidence of interference by the Utilities Board with railroad operations and actions by the Utilities Board that pose undue safety risks, the key evidence in this proceeding, which the Utilities Board has not and knows it cannot refute.

Further and in direct response to the Utilities Board's numbered allegations in its Motion, EARY responds as follows:

1. The fee for the construction of the sewer pipeline.

At the time it filed its opening evidence EARY did not believe the cost of the condemnation was an issue in determining whether the condemnation was preempted. The Utilities Board argued that EARY was trying to use the crossing as a profit center, specifically stating that "[t]he ever-increasing fees and rents demanded by EARY are apparently part of RailAmerica's announced strategy to dramatically increase revenue from non-rail sources." Reply at 8. The Utilities Board also asserts that it is willing to pay the legally determined amount of compensation for the sewer crossing and then goes on to state that the Utilities Board's appraiser found "no diminution in value" but offered EARY a "small sum for the underground easement right." Reply at 10. The Utilities Board did not state what that sum was. The Board should know that in the condemnation proceeding, the Utilities Board proposed \$0 as the compensation to the railroad for use of its property! Therefore, EARY's statement of the actual annual fee involved was proper rebuttal to show that the Utilities Board's vague arguments about the "unreasonable fees demanded by EARY"⁵ were inaccurate.

⁵ Reply at 8.

2. The assertions regarding Strong Capital, including the assertion that EARY cannot enter into agreements regarding crossings of its rail line where those crossings have been assigned to Strong Capital.

The Utilities Board states that it and EARY had agreed on license agreement terms that would govern all existing and future crossings. But it then states that it was EARY that prevented use of those license terms. Reply at 11. EARY strongly disagreed with the Utilities Board's characterization of who was at fault for the dispute over the agreement and why, especially since the facts are that the Utilities Board has reneged on every aspect of the settlement agreement that it signed at mediation, including that commonly accepted engineering standards would be followed for construction of the pipelines at issue here. To rebut the Utilities Board's mischaracterization that it was EARY's fault that there was no agreement in place, EARY presented evidence of why it did not move forward with the agreement. That evidence, which was known to the Utilities Board, was that EARY could not bind Strong Capital in an agreement with the Utilities Board.

Moreover, it is basic contract law that there was no license agreement between EARY and the Utilities Board. After the settlement agreement to enter into such license agreement was signed by both parties, EARY prepared a document and sent it to the Utilities Board. Instead of signing the document it had agreed to sign, the Utilities Board modified it and sent it back to EARY without notice of the changes. EARY recognized that changes had been made to the document and did not accept or sign the modified document. There was no offer and acceptance, hence no agreement.

3. EARY's various assertions and characterizations concerning the settlement agreement the parties reached in September, and EARY's claims that the Utilities Board tried to inject terms beyond what was expressly agreed.

The Utilities Board states that it and EARY had agreed on license agreement terms that would govern all existing and future crossings. But the Utilities Board then states that it was EARY that prevented use of those license terms. Reply at 11. EARY disagreed with the Utilities Board's characterization of who was a fault for the dispute over the agreement and why. To rebut the Utilities Board's characterization that it was EARY's fault that there was no agreement in place, EARY presented evidence of why it did not move forward with the agreement. Again, there was no offer and acceptance, so there was no contract between the parties to be breached.

4/6. EARY's construction standards and the construction standards and specifications of AREMA and other railroad companies, such as Norfolk Southern, CSXT, BNSF, and North Carolina Railroad Company.

The Utilities Board states "the Utilities Board has already agreed to follow these four specifications even though they exceed the detailed publicized RailAmerica specifications." Reply at 9. The Utilities Board directly raised the issue of RailAmerica's construction standards. It is appropriate rebuttal to explain how the standards were created and why. It is also in rebuttal to the Utilities Board's assertions in its Reply that underground utility crossings are "routine" and that the proposed "two underground pipelines that are the subject of this proceeding are no different from the innumerable other underground utility crossings of rail lines in the U.S."⁶ This is

⁶ Since this is contrary to the experience of RailAmerica, which manages applications for facility crossings on behalf of its many subsidiary railroads, EARY still questions the basis and source for this broad and baseless assertion.

important since the Utilities Board stated that it had delivered revised plans that “exceeded” RailAmerica’s engineering standards, which is not the case. Reply at 9. If truly “routine”, the Utilities Board would have already submitted the plans to construct the underground pipelines consistent with commonly accepted engineering standards, which it has failed to do despite EARY’s follow-up.

5. The assertion that EARY has an “easy web-based process for notification.”

It appears that the Utilities Board wishes the Board to strike the characterization of the web-based process for notification as “easy”. In opening, EARY submitted the Application for Underground Pipeline Crossing or Parallelism of Railroad Property and or Track. That document directs questions to the website. The Utilities Board included pages from the website in its Exhibit 9 and the Application that the Utilities Board includes in Exhibit 5 includes reference to the website explaining how to file. EARY recognizes that the Utilities Board does not like an application process because it requires, *inter alia*, prior notice of entry on a railroad right-of-way; however, it was incumbent on EARY to respond and explain in its Rebuttal the vast number of applications that are routinely handled to the complete satisfaction of hundreds of other utility companies.

7. An alleged event involving Buford Trec Service, a purported “known contractor for the Utilities Board.”

Buford Tree Service did not enter EARY’s property until February 20, 2012, after the opening and reply phases of this proceeding and right before rebuttal was to be filed. Therefore, EARY could not have presented this information to the Board as part of its opening statement. However, the information about Buford Tree Service is instructive as

to the Utilities Board's continued failure to act safely and the Utilities Board's intention to unreasonably interfere with EARY's operations.

EARY submitted this information as direct rebuttal to the Utilities Board's statement that "the Utilities Board has every incentive to, and does operate in a safe and responsible manner."⁷ The presence of Buford Tree Service on EARY's property without advance notice or compliance with required safety precautions shows that, despite the Utilities Board's claims, it continues to act without regard to Federal Railroad Administration ("FRA") rules or for the safety of its contractors or railroad employees.⁸

8. References to Hazardous Materials in Mr. Devin's Verified Statement.

As the Board well knows, railroads are required to carry hazardous materials and to comply with additional FRA rules that do not apply to the shipment of non-hazardous commodities. EARY does not control when it handles hazardous commodities, and according to the Utilities Board and its actions, EARY cannot control the Utilities Board's access to EARY's property. EARY's reference to hazardous materials is in response to the Utilities Board's claims that the installation of pipelines are "routine" and "do not unreasonably interfere with railroad operations. Reply at 2. It also emphasizes the need for the Utilities Board to comply with EARY's requirements, which are for the purpose of making the Utilities Board's access to EARY's property safe and in compliance with FRA rules. It is also important that the users and neighbors of the Utilities Board be advised of the extent of the danger the Utilities Board is exposing them to by not acting safely, which justifies preemption of condemnation authority in this case.

⁷ Reply at 14.

⁸ Rebuttal at 13.

9. List of ten alleged uses of the rail line in Mr. Nordquist's Verified Statement.

With the exception of the Buford Tree Service incident explained above, each discussion of a time the Utilities Board accessed the EARY property without permission was in direct response to the Utilities Board's Reply at 19-25, where it mischaracterized evidence submitted by EARY on opening.⁹ In truth, Larry Nordquist's Verified Statement makes the Utilities Board's intentions to unreasonably interfere with EARY's operations when installing the proposed sewer pipe very clear. The Utilities Board argues wrongly that the test of "interference" must be determined solely by physical interference from a pipe not yet constructed and not the reasonable likelihood that interference with rail operations by the Utilities Board's employees will occur.

10. Further descriptions of numerous alleged events that were previously described in the Opening Evidence.

The Utilities Board acknowledges that this evidence is not new and was made on opening. The Utilities Board argues that EARY did not submit verified statements in opening and now argues that verified statements of facts presented on opening are impermissible. The Utilities Board objects to the Verified Statements which support the facts asserted on opening. Opening at 6-9. The Verified Statements were submitted to address the Utilities Board's specific criticisms in its Reply.

11. The assertion that the Utilities Board's safety standards "are lower than those of the EARY's [sic]."

In the Reply, the Utilities Board states that it "takes safety very seriously." Reply at 18. But the Utilities Board does not support that statement. The Utilities Board does

⁹ Opening at 6-9.

not even allege that it complies with FRA rules. EARY must and does comply with FRA rules.

In response to the Utilities Board's unsupported statement about safety, EARY provides proper rebuttal in demonstrating that the Utilities Board does not comply with safety requirements when entering railroad property. This is proper rebuttal in that it is a contradiction of the Utilities Board's statement.

12. Descriptions of hypothetical events that can allegedly occur due to pipeline.

At the request of the Utilities Board, EARY was denied discovery in this proceeding to ascertain the Utilities Board's experience with facility failures. But, it was the Utilities Board's uninformed assertion that made it incumbent on EARY to demonstrate in its Rebuttal that such events are not "hypothetical". In fact, facility failures are very real and very damaging, which is why the instant condemnation should be preempted and, more importantly, to inform the Board of the activities of the Utilities Board that can and have led to track failure.¹⁰

13. Descriptions of EARY's alleged insurance needs.

EARY included insurance requirements in its Opening in Exhibit D-Master License Agreement. Further argument is permitted in light of the Utilities Board's argument concerning EARY's license agreement.

¹⁰ In its Motion, the Utilities Board makes a new legal argument asserting EARY conceded to a "pre-existing pipe" (Motion at 2-3); however, EARY does not know the location or condition of such pipe since no information has been provided (via application or any other means) by the Utilities Board related to a pre-existing pipe (see Verified Statement of Donna Killingsworth, Exhibit A). The Utilities Board's continued refusal to communicate with EARY regarding its facilities and their condition requires EARY to expend additional resources to determine the dangers under its tracks. Further, since the Utilities Board has offered no legal support for its new argument and EARY has not been afforded any discovery related to the pipelines at issue, EARY cannot adequately respond.

14. A photograph alleged to be of the Florida East Coast Railway.

Mr. Devin described problems that improperly installed or maintained pipes could cause. To graphically demonstrate the danger, he included a photograph of an undermined rail line. Such evidence contradicted the Utilities Board's claims that its standards are proper and is more probative on the point than any other evidence which EARY can obtain through reasonable efforts. Federal Rule of Evidence 803(24)(c).

15. A photograph of a depression allegedly caused by a broken culvert in an unknown location on an unknown railroad.

Mr. Devin described problems that improperly installed or maintained pipes could cause. To graphically demonstrate the danger, he included a photograph of an undermined rail line. Such evidence contradicted the Utilities Board's claims that its standards are proper and is more probative on the point than any other evidence which EARY can obtain through reasonable efforts. Federal Rule of Evidence 803(24)(c).

16. The desire to enforce pipeline maintenance.

On Opening at 16, EARY stated that if pipe is placed incorrectly "it will damage the subgrade which will cause safety issues and disrupt railroad operations." Mr. Devin described problems that improperly installed or maintained pipes could cause, in direct response to the Utilities Board's comment that it was EARY's decision to interrupt rail service due to a "few small puddles." Reply at 24.

17. The assertion that EARY would approve a third application for a crossing, if filed by the Utilities Board.

Both statements the Utilities Board wishes to strike directly contradict the Utilities Board's claim in its Reply that it will be EARY's fault if the Utilities Board

needs to use a more expensive route to reach a new manufacturing facility. Both statements made by EARY acknowledge that if the Utilities Board complies with the requested engineering changes, its application for a new sewer pipeline will be expeditiously approved.¹¹

18. Further descriptions of alleged problems with two prior pipelines constructed by the Utilities Board in 2010, even though such pipelines were already described in Opening Evidence.

The evidence submitted on rebuttal specifically shows that while the probate judge instructed the Utilities Board to “consider” any suggestions from EARY concerning the two water lines, the Utilities Board chose to ignore EARY’s suggestion that a second vent pipe be added when the Utilities Board build the water line. The rebuttal evidence shows that the two water lines were not built to EARY standards and it is evidence that the Utilities Board will likely construct pipelines in the future that do not conform to commonly accepted industry standards such that they would likely interfere with railroad operations if problems with their construction occur.

Legal Standard for Burden of Proof. With regard to the request to strike EARY’s burden of proof discussion, that discussion too was in direct response to the Utilities Board’s argument in its Reply. The Utilities Board argued that EARY did not meet its burden of proof. Reply at 16-17. The Utilities Board, however, relied on an incorrect legal standard for the burden of proof to support its conclusion in its Reply.

¹¹ Another circular argument made by the Utilities Board is that EARY cannot process its application for a new sewer pipe because EARY failed to process its application during a two-month period. The truth is that EARY is waiting for the Utilities Board to provide revised engineering plans and EARY’s recent prompting on this issue has gone unanswered. In its Rebuttal, EARY refuted the Utilities Board’s assertion in its Reply, but EARY cannot explain why the Utilities Board prefers to spend more money filing motions rather than simply providing EARY revised plans so the new sewer pipe can be approved.

EARY had an obligation to rebut the Utilities Board's burden of proof argument or potentially be bound by the Utilities Board's erroneous legal argument. The cases cited by the Utilities Board were not on point because they were not on referral from a court. In its Rebuttal, EARY pointed out the standard for the burden of proof for when a proceeding is before the Board on referral from a court, rather than when the Board is the adjudicating agency. The number of other pipeline crossings in the United States is irrelevant and immaterial as to who should have the burden of proof here.¹²

EARY acknowledges that the water line has been in place under the track for a long time and that the Utilities Board does not need EARY's approval to use the line.¹³ But if the Utilities Board wishes to perform maintenance, update, or replace the water line it must comply with EARY procedures. To date, the Utilities Board has not submitted an application to perform any work on the existing water line. Exhibit A, Verified Statement of Donna Killingsworth at page 2.

Additional Comments. EARY opposes the Utilities Board's Motions to Strike the comments of the Paducah & Louisville Railway, Inc. ("P&L") filed on February 15, 2012 and R.J. Corman Railroad Group ("Corman") filed on February 21, 2012. The Utilities Board contends that the P&L Comments and Corman Comments should be stricken from the record in this proceeding because they do not relate to the instant proceeding.

¹² The Utilities Board has offered no basis for its broad "industry" assertions when its experience as a utility company constructing on railroad property is limited to once or twice per year on only a few miles of right-of-way in Sylacauga, Alabama. As a result, EARY had to rebut such misstatements based on the experience of its parent company across most of the country and hundreds of construction projects on railroad rights-of-way every year.

¹³ However, EARY must again point out that the Utilities Board terminated all of its agreements to use EARY's property and has not paid EARY for such use since that time.

The Comments are relevant to the instant proceeding. P&L and Corman have advised the Board that there are similar disputes throughout the United States between utility companies seeking access to railroad property and the railroad owners of the property. P&L requests clarification that “public utility companies simply cannot undertake construction activities on railroad property without regard to railroad safety and operations.” P&L Comment at 7. Corman asks the Board to recognize that federal preemption “be construed to require equally routing protections that ensure the safety and integrity of railroad operations and property.” Corman Comments at 3.

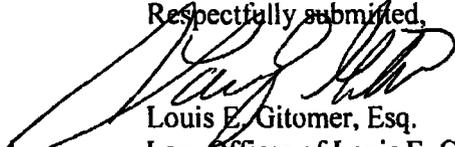
P&L and Corman in essence support EARY’s argument that the Board can and should preempt condemnation of EARY property by the Utilities Board in this proceeding because EARY has demonstrated that the Utilities Board has in the past and will in the future continue to enter and undermine EARY’s rail line resulting in interference with railroad operations and impede safe operations. P&L and Corman have filed within the expedited schedule adopted by the Board at the Utilities Board’s urging. The Utilities Board has had an opportunity to respond to P&L and Corman, and did in its Motions to Strike. The P&L and Corman Comments provide the Board with a national frame of reference and the need for the Board to be available to preempt condemnation proceedings when railroads prove, as EARY has done, that utilities have and will interfere with railroad operations or impede safe operations.

CONCLUSION

EARY respectfully requests that the Board deny the Utilities Board's motion to strike.

Respectfully submitted,

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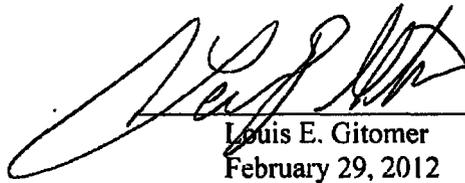
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Attorneys for: EASTERN
ALABAMA RAILWAY LLC

Dated: February 29, 2012

CERTIFICATE OF SERVICE

I hereby certify that I have caused the foregoing document to be served upon
counsel for all parties of record electronically.



Louis E. Gitomer
February 29, 2012

EXHIBIT A - VERIFIED STATEMENT OF DONNA KILLINGSWORTH

BEFORE THE
SURFACE TRANSPORTATION BOARD

Docket No. FD 35583

EASTERN ALABAMA RAILWAY LLC
v.
UTILITIES BOARD OF THE CITY OF SYLACAUGA

VERIFIED STATEMENT OF DONNA KILLINGSWORTH

My name is Donna Killingsworth. I am the Cable and Pipeline Transaction Manager for RailAmerica, Inc. ("RailAmerica"), the parent company of the Eastern Alabama Railway, LLC ("EARY"). As part of my job, I receive all of the incoming Applications (the "Forms") for Underground Pipeline Crossing or Parallelism of Railroad Property or Track and other requests for information submitted to RailAmerica on behalf of its subsidiary railroads. The Forms are available on the RailAmerica website.

On October 28, 2011, I received an application, construction plans, and a payment check from the Utilities Board of the City of Sylacauga (the "Utilities Board") to build a new sewer line across the EARY's right-of-way at Hill Road. At the time, I did not realize that the application related to the new sewer line that is at issue in this proceeding. In accordance with normal practice, I immediately referred the application to Larry Romaine, in the Engineering Department for review.

On October 31, 2011, I received correspondence from Larry Romaine that some aspects of the proposed construction plans were not acceptable to him and prepared a response to Mike McGinnis at the Utilities Board and, after submission of the draft response to my manager, I was

informed that EARY had signed a settlement agreement with the Utilities Board and the request from the Utilities Board for the new sewer line was included as part of the settlement.

On November 8, 2011, I sent a revised letter to Mike McGinnis at the Utilities Board.

On November 28, 2011, I received revised construction plans from the Utilities Board and referred them to Larry Romaine.

On December 9, 2011, I received correspondence from Larry Romaine that some aspects of the proposed construction plans were still not acceptable.

On February 6, 2012, I received threatening correspondence from Matt Carroll, a lawyer for the Utilities Board and referred the letter to RailAmerica management.

On February 13, 2012, I sent the final changes to the revised plans to Mike McGinnis and requested that he immediately reply so that we could continue the process for approval of the application.

As of the date of this Verified Statement, I have not received any reply from Mike McGinnis, Matt Carroll or anyone representing the Utilities Board.

I have never received an application, construction plans or payment for the Utilities Board to maintain, update, or replace the water pipeline located near Hill Road.

VERIFICATION

I, Donna Killingsworth, verify under penalty of perjury under the laws of the United States that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this Verified Statement.

Executed on February 24th, 2012.

A handwritten signature in black ink that reads "Donna Killingsworth". The signature is written in a cursive style and is underlined.

Donna Killingsworth