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THOMAS F. McFARLAND

January 6, 2006

By electronic mail

Vernon A. Williams
Surface Transportation Board
Case Control Branch
1925 K Street, N.W., Suite 713
Washington, DC 20423-0001

Re: STB Finance Docket No. 34802, *PYCO Industries, Inc. – Alternative Rail Service – South Plains Switching, Ltd. Co.*

Dear Mr. Williams:

Pursuant to 49 C.F.R. § 1117.1, South Plains Switching, Ltd. Co. (SAW) hereby respectfully seeks leave to submit the following matter in clarification of matter in PYCO's rebuttal on the subject of a second switch to PYCO's Plant No. 1. The matter hereby submitted is intended to provide a basis for agreement between SAW and PYCO in resolution of the dispute in this proceeding.

SAW provides service to Plant 1 at 7:30 a.m., Monday through Friday. SAW first pulls loads from the Plant 1 shop track on which 12 cars can be accommodated. SAW then spots empties on the shop track, again as many as the 12 cars that the shop track will hold. That operation typically takes about one hour. SAW then provides service to its other shippers. SAW has 18 other shippers. Not all of those shippers have traffic on every weekday, but the amount of time required to serve those shippers is substantial. The workday of SAW's switch crew is also affected by the amount of time required to gain access to the BNSF yard to interchange cars.

SAW hereby undertakes to provide a second switch to PYCO Plant 1, on request, with SAW's regular switch crew at no extra charge to PYCO if SAW can provide that second switch within that crew's 12-hour day. Even if the second switch cannot be performed in the 12-hour day, SAW hereby undertakes to perform the second switch without additional charge if PYCO releases at least 24 loaded cars in the two switching operations. If a second switch to PYCO Plant 1 cannot be performed within that 12-hour day and a total of 24 loaded cars are not released in the two switches, SAW will perform the second switch, on request, with a second switch crew at the tariff charge of \$500.

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SAW has the equipment and personnel to provide that second switch. SAW has six locomotives; five FRA-certified locomotive engineers; and three qualified trainmen at Lubbock. SAW denies ever having told anyone at PYCO that SAW did not have sufficient equipment or personnel to provide a second switch to PYCO. Regardless of who is telling the truth about that, SAW emphasizes that it does have sufficient equipment and personnel to provide the second switch at this time, and that it is ready, willing and able to provide second switches, as requested.

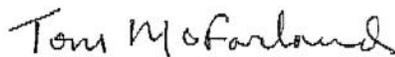
SAW's commitment to provide a second switch to meet all of PYCO's reasonable service requirements removes any legitimate issue about the adequacy of SAW's rail service to PYCO within the meaning of 49 U.S.C. § 11123(a) and 49 C.F.R. § 1146.

There are numerous inaccuracies and distortions in PYCO's Rebuttal which could be corrected by SAW, but SAW will not burden the record in light of the overriding importance of its commitment to provide a second switch. One inaccuracy is so blatant, however, that it should not remain uncorrected. Contrary to the statement in the letter of Floyd Trucking, Inc. (Floyd), Floyd has never been a shipper on SAW. At the urging of Board staff, SAW restored a switch connection to Floyd's property at a cost of \$15,000 to SAW. Floyd had never made a rail shipment on SAW prior to that time, and has never made a rail shipment since. Floyd says that the contract that SAW sent to Floyd was "entirely unacceptable." That contract was the Santa Fe Railway standard industrial track agreement with American Iron & Metal Company that existed for a lengthy time before Floyd acquired the property. The only change was replacing Santa Fe's name with SAW's, and American's name with Floyd's. Floyd is not a shipper on SAW, and Floyd's support of PYCO's Petition is thus worthless.

The Board should be made aware that the owner of the West Texas & Lubbock Railroad has twice attempted to purchase SAW, but SAW did not agree to be sold. West Texas & Lubbock is attempting to use the Board for an acquisition that it was not able to negotiate on an arm's-length basis.

The verification of SAW President, Larry D. Wisener, is attached to confirm SAW's commitment to provide a second switch to PYCO Plant 1 under the circumstances described.

Very truly yours,



Thomas F. McFarland
Attorney for South Plains
Switching, Ltd. Co.

TMcf:kl:1144\ltrstb2

cc: Charles H. Montange, Esq.) by facsimile w/mail
John Heffner, Esq.) confirmation

VERIFICATION

STATE OF TEXAS)
)
COUNTY OF LUBBOCK)

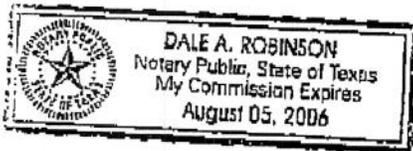
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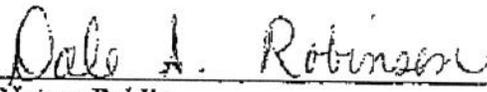
LARRY WISENER, being duly sworn on oath, deposes and states that he has read the foregoing statement, that he knows the contents thereof, and that the facts therein state are true and correct.



Larry Wisener

SUBSCRIBED AND SWORN to before me this 5th day of January, 2006.





Notary Public
My Commission Expires on: August 05, 2006