

SANDERSVILLE RAILROAD COMPANY

Post Office Box 269
SANDERSVILLE, GEORGIA 31082

March 18, 2010

226645

BY E-FILING

Ms. Cynthia Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, DC 20423

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Office of Proceedings

MAR 18 2010

Part of
Public Record

Re Docket No. NOR-42117, Cargill, Inc. *et al.* v. Aberdeen and
Rockfish Railroad Company, *et al.*

Dear Ms. Brown:

Sandersville Railroad Company (SAN) has been named as a Defendant in the above referenced docket. In the Board's Decision 40673, dated March 17, 2010, in response to Complainants' motion to stay the proceedings as to the Class II and Class III rail carrier defendants, the Board set forth the expectation that all Defendants should reply to the petition for mediation filed by Complainants.

As background, Sandersville Railroad Company has neither assessed nor collected any mileage equalization payments from the Complainants or any other party during the years in question. Mr. Jim Pinson at Railinc can corroborate this fact. Since SAN has only one interchange point with only one connecting railroad (Tennille, Georgia with Norfolk Southern Railway) and only one route to said single interchange, it is **physically impossible** for tank cars to accumulate excess empty miles on SAN via a longer route. Further, with regard to the **calculation** of empty miles as to loaded miles, Item 145 of Freight Tariff RIC 6007-N states as to Sandersville Railroad Company, "Inbound tank car mileage will be used as an offset to outbound loaded mileage (or vice versa) and the SAN will pay no mileage based on freight mileage table from or to stations on its line." By definition, the calculation of empty miles to loaded miles will always be a 1:1 ratio, **mathematically eliminating** any chance of SAN reporting excess empty miles. Lastly, SAN has not transported any empty or loaded tank cars for the account of any of the Complainants during the years in question. These facts beg the question of how SAN was named as a Defendant in the first place.

Because we have no financial stake in this dispute, SAN will not be participating in the mediation. SAN has no objection to the Complainants or any Defendants that do have a financial stake in this dispute to seek to resolve said dispute through the mediation.

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process. Nevertheless, SAN does not agree to be a party to any financial settlement or other liability that might arise as a result of the mediation process.

SAN respectfully requests that the Board relieve SAN of its participation in this proceeding on the grounds that SAN has not and cannot take part in the conduct alleged by the Complainants as outlined above, and furthermore, has no knowledge of the alleged conduct by any of the other Defendants. A cursory review of the facts by the Complainants' counsel would have quickly revealed this to be the case.

SAN further requests that this letter be accepted for inclusion in the record of this proceeding.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Hugh M. Tarbuton". The signature is written in a cursive style with a large, looping initial "H".

Hugh M. Tarbuton, President
Sandersville Railroad Company