

Statement of Maynard Dixon
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Granite State Concrete Co., Inc. and Milford-Bennington Railroad Company, Inc. v. Boston and Maine Corporation and Springfield Terminal Railway Company, STB Docket No. 42083

Good Chairman Nober, Vice Chairman Mulvey, and Commissioner Buttrey.

This proceeding involves a complaint jointly filed in July 2003 by the Granite State Concrete Co., a shipper of stone, and the Milford Bennington Railroad Company, the rail carrier serving Granite State via trackage rights. The complaint was filed against the Boston and Maine Corp. and its subsidiary, the Springfield Terminal Railway Company, the landlord carrier under the trackage rights agreement with Milford Bennington. Complainants allege that Springfield Terminal unreasonably restricted Milford Bennington's service to Granite State, mainly by imposing restrictions on the time each day that it could provide service. Springfield Terminal responds that the restrictions were necessary for safety reasons.

By decision issued in September 2003, the Board refused to issue an emergency service order sought by complainants, vacated the class exemption for the transportation of stone as it applied to Granite State's traffic, and commenced an investigation of the complaint.

Two months later, in November 2003, Springfield Terminal lifted all time-of-day restrictions on Milford Bennington's service to Granite State pursuant to the trackage rights agreement. Despite this concession, complainants continued to pursue their complaint, and a substantial record was generated.

The draft decision would find that complainants have not shown that Springfield Terminal unreasonably interfered with Milford Bennington's ability to carry out its common

carrier obligation to serve Granite State but would not reinstate the exemption that applied to Granite State's traffic. Our view is that, although Springfield Terminal could have moved more quickly to meet Granite State's service needs while also adequately protecting its own interests, the carrier's actions were not so egregious as to constitute a statutory violation. However, given all that has transpired among the parties and given that Granite State has limited service options, it is also our view that Granite State merits immediate access to the Board's processes to request relief in the event that Springfield Terminal were to impose unworkable restrictions on Milford Bennington's ability to provide service in the future.

This concludes my statement. We would be happy to answer any questions you might have.