

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 31250 (Sub-No. 1)

236794

NEW ENGLAND CENTRAL RAILROAD, INC.
- TRACKAGE RIGHTS TERMS AND CONDITIONS -
PAN AM SOUTHERN LLC

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REPLY OF NEW ENGLAND CENTRAL RAILROAD, INC.
TO CLAIMS OF PAN AM SOUTHERN LLC

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Dated: October 9, 2014

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This Reply is filed by New England Central Railroad, Inc. (“NECR”) as directed by the Board in its decision served on October 2, 2014 (the “October 2 Decision”). As discussed in more detail below, Pan Am Southern LLC (“PAS”) has not demonstrated that the complained of actions by NECR violate the terms of the Trackage Rights Order (“TO”) issued by the Interstate Commerce Commission (“ICC”) in *Amtrak – Conveyance of B&M in Conn River Line in VT & NH*, ICC Finance Docket No. 31250, 6 ICC 2d 539, 1990 ICC LEXIS 52 (1990) (“*Amtrak I*”), and therefore there is no action for the Board to take.

Background

The terms of the trackage rights at issue in this proceeding were established in an order issued by the ICC in *Amtrak II*. For reference, a copy of the TO is attached hereto as Exhibit A. The trackage rights cover the 48.8 Former B&M Line between Windsor and Brattleboro, Vermont, and the two adjoining CV Lines (totaling approximately 24 miles) between White River Junction (Bank) and Windsor, Vermont, and between Brattleboro, Vermont and East

Northfield, Massachusetts.¹ As noted by the Board in its October 2 Decision, NECR has succeeded to CV's ownership rights, and PAS now holds the B&M trackage rights.

In accordance with the terms of the TO, on June 17, 2014, NECR filed a Request to Set Trackage Rights Terms and Conditions to commence a new proceeding in Docket No. FD 35842. The Board has not yet established a schedule in that proceeding.

PAS responded in Docket No. FD 35842 by filing a "motion to show cause" complaining that two requirements established by NECR violated the terms of the TO. Those requirements were (1) a requirement that certain (non-confidential) waybill information be produced prior to the entry of PAS trains onto the Line at either Brattleboro or White River Junction, and (2) a reduction in the maximum speed of foreign freight trains operating over the Line. PAS claimed that the requirements would unreasonably interfere with their operations under the trackage rights, and that the requirements violated the "without prejudice or partiality" provisions of Section 5.1 of the TO. PAS also claimed that providing the waybill information requested would violate the provisions of 49 USC §11904. NECR responded asking that the motion be dismissed as the Board's regulations do not provide for such a procedure, and because the relief requested did not properly relate to the relief requested by NECR in Docket No. FD 35842.

More than 20 days after PAS's motion was filed, Vermont Rail System (VRS) filed a statement in support of the relief requested in PAS's motion. The statement merely reiterates the claims of PAS without any specific supporting evidence of how service to VRS customers has been impacted. The VRS statement includes only general claims that service to unidentified customers of unidentified commodities *could* be affected in the winter.

¹ Capitalized terms have the meaning set forth in the TO unless otherwise defined herein.

More than a month later Central Maine & Quebec Railway US Inc. ("CMQR") filed a statement asking that the dispute be resolved by the Board as soon as possible. While CMQR indicates that the current dispute between NECR and PAS has hampered its ability to enjoy the competitive routing alternatives that NECR and PAS provide to CMQR's VRS outlet at White River Junction, CMQR gives no examples as to how any of its traffic has been affected.

In the October 2 Decision, the Board opened a new sub-docket in Docket No. FD 31250, took notice of the PAS, VRS and CMQR filings, and directed NECR to file this reply to the arguments raised.

Discussion

The PAS Motion raises three issues for the Board to consider: (1) does the TO permit PAS to perform haulage over the Line; (2) if not, is NECR's waybill requirement a reasonable way to confirm that the traffic that PAS is handling over the Line is in PAS's account (*i.e.* not haulage traffic); and (3) does the speed restriction on foreign freight railroads violate the terms of the TO or impose undue burdens on the operations of foreign freight railroads. NECR believes it is clear that the TO does not permit PAS to handle cars in haulage service, and that the waybill requirement is reasonable and does not impose any undue burdens on PAS's operations. Further, the speed restriction on foreign freight railroads does not violate the terms of TO, results in only minimal additional handling time, and does not unduly burden the operations of foreign freight railroads operating over NECR's lines.

- 1. The trackage rights do not allow for the handling of haulage traffic; the waybill requirement is a reasonable way to determine the nature of the traffic being moved by PAS over the Line, and will not interfere with PAS's operations.**

NECR agrees that the trackage rights covered by the TO were intended in part to allow B&M (and now its successor PAS) to retain its local service rights over the Former B&M Line,

including the exclusive right to serve then-existing shippers and facilities, and the right to compete to serve other customers located on the Former B&M Line. TO, §§1.3, 1.4; PAS Motion at 2. However, there is nothing in this stated purpose or in the specific provisions of the TO that reserved for PAS the right to use the trackage rights to handle cars or freight in the care, custody and control of another carrier as part of a “haulage” move. Indeed, the TO restricts the use of the trackage rights to equipment that is in PAS’s ownership or account. TO, §1.1 (B&M has the right to operate “B&M’s trains, locomotives, cars and equipment” over the Line). No place in the TO is B&M given the right to use the trackage rights to haul cars on behalf of another carrier. Allowing B&M to provide haulage services for another carrier would be inconsistent with the purpose of preserving the *rights of B&M* to serve local customers and operate over the Line, and would be tantamount to giving such other carriers trackage rights. Only NECR has the right under the TO to allow other carriers to have access to the Line. TO, §1.8.² Further, PAS cannot assign its rights (or obligations) under the TO to any carrier other than an affiliate without NECR’s prior consent. TO, §9.8.

NECR acknowledges that, as part of its settlement with PAS and Norfolk Southern Railway (“NS”) in the *PAS Control Proceeding*, NECR agreed to the assignment of the TO to PAS, and did not object to PAS hauling NS cars over the southern portion of the CV Lines; however, this was a limited acceptance of haulage in connection with a settlement based on the fact that the NS cars being hauled by PAS were going to be interchanged with NECR, and NECR would be benefitting from participation in the moves. NECR has never knowingly permitted any other haulage arrangement by PAS over any portion of the Line. NECR’s allowance of a limited

² At the time of the TO, B&M owned the line north of White River Junction, and there would have been no need for it to haul cars for another carrier between White River Junction and other interchange points on the Line.

type and amount of haulage by PAS for NS does not waive NECR's right to object to haulage under other circumstances. TO, §9.1.

In April, 2014, NECR became aware that PAS was considering entering into haulage arrangements with Vermont Railway System ("VRS") to haul cars for VRS over a portion of the Line between Bellows Falls and White River Junction. See *Atlantic Northeast Rails & Ports e-bulletin(s)* attached hereto as Exhibit B. NECR sent notice to both PAS and VRS that haulage was not permitted³ and, to ensure that traffic was not being handled in haulage service, NECR told PAS that for cars entering the Lines at Bellows Falls or White River Junction, PAS would need to produce waybills or other documentation to demonstrate in whose account the traffic would be moving.⁴ Waybills have fields which show, *inter alia*, the routing of the cars, switch/haul information and haulage road information. Based on concerns raised by PAS⁵, NECR has since advised PAS that PAS could produce redacted waybills that would shield any confidential information so long as the relevant fields noted above were shown. NECR also indicated that it was willing to permit PAS to provide the information to a third party for confirmation that haulage was not involved. So far, NECR is aware of only nine cars that were

³ While PAS has denied handling any haulage traffic for VRS to date, neither PAS nor VRS has denied that haulage was being discussed.

⁴ NECR has limited the waybill requirement to traffic entering at Bellows Falls and White River Junction because those are the end points of the suspected haulage. NECR reserves the right to require waybills be presented with respect to traffic entering at other stations if haulage in violation of the TO is reasonably suspected.

⁵ The claims of PAS (and VRS) that production of certain waybill information would violate 49 USC §11904 are unfounded. Section 11904 only prohibits a rail carrier from disclosing certain shipment information "that may be used to the detriment of the shipper or consignee or may disclose improperly to a competitor, the business transactions of the shipper or consignee." 49 USC §11904(b). There is no basis for concern that disclosures to NECR (or a third party) would harm the shipper, or disclose any competitive information to any competitor of the shipper.

held by PAS because of PAS's refusal to provide the waybill information; three of them were headed to CMQR and when CMQR was advised of the waybill requirement, it immediately sent the requested waybills to NECR, and PAS was immediately granted permission to handle the three cars over the Line. Eventually, a temporary arrangement was worked out by the parties, together with the Board's Office of Public Assistance, Governmental Affairs and Compliance ("OPAGAC") under which PAS provided to OPAGAC the information necessary to confirm the remaining six cars were not impermissible haulage cars. Once OPAGAC confirmed to NECR that there were no haulage cars, NECR allowed PAS to handle the six cars over the Line.⁶

The waybill requirement is not intended to delay the movement of PAS trains, but rather is intended to monitor compliance with the terms of the TO. If PAS provides the information in advance, then there will be no delay in the movement of cars that are properly moving under the TO. Prior to the new requirements, PAS was already providing the following information to NECR before their trackage rights trains entered onto the Line: car count, length of train, tonnage, identity of crew and time on duty. For the NS haulage cars being interchanged to NECR, and for traffic being interchanged directly from PAS to NECR, PAS is providing 417 and 418 electronic waybills. Providing electronic waybills is commonplace and customary, and is not a burden.⁷ As noted above, CMQR quickly and without complaint was willing and able to provide the requested waybill information for the three cars moving to it.

⁶ The agreement with OPAGAC was without prejudice to the position of either party in this proceeding.

⁷ A 417 electronic waybill is provided by the originating carrier to every ISS carrier in the route. In addition, PAS provides another copy of the 417 in advance of interchange. When PAS actually interchanges cars to NECR, PAS provides a 418 electronic consist with waybill that serves to transfer the car electronically.

Given the level of affected traffic, the minimal amount of additional information requested, and the ready availability of the information, producing even redacted waybills will not be a significant burden for PAS, and certainly will not materially interfere with the efficient movement of traffic by PAS under the TO.

2. The speed restrictions are justified and do not interfere with PAS's train schedules or PAS's ability to serve customers along the Former B&M Lines.

NECR acknowledges that it issued a bulletin on May 21, 2014, limiting the operating speeds of foreign freight carriers to 25 miles per hour. *See* PAS Motion, Exhibit A. The speed limit aligns the operations of PAS with the requirements of the TO. Under Section 3.2 of the TO, NECR is only required to keep the Line in FRA Class 2 condition, and compensation for the use of the trackage rights line was set on that basis. *Amtrak II*, 1990 ICC LEXIS 52, at *18. The 25 mile per hour speed limit is the maximum speed for freight operations over tracks in FRA Class 2 condition.

Further, the Board should note that the bulletin applies to all foreign freight carriers, and not just to PAS. The reduction in speed applies also to Canadian National Railway ("CN") and its operations over the northern portion of NECR's lines to handle traffic interchanged between NECR and CN at St. Albans, Vermont. Further, consistent with guidance from the Association of American Railroads, the Federal Railroad Administration, and the Pipeline and Hazardous Materials Safety Administration, NECR also has placed speed restrictions on certain of its own trains. *See* General Order No. 14-9 attached hereto as Exhibit C (reducing speeds for unit hazmat trains to 25 MPH).⁸ As noted above, PAS has not been advising NECR of the commodities its trackage rights trains are handling, and PAS has objected to doing so. NECR has reason to

⁸ These restrictions are designed to improve safety in the handling of critical trains, and in anticipation of the new operating rules proposed by PHMSA and FRA for "high-hazard flammable trains" (<http://www.gpo.gov/fdsys/pkg/FR-2014-08-01/pdf/2014-17764.pdf>).

believe that a large percentage of PAS's traffic on the Line are LPG cars; it does not know whether PAS is handling TIH or PIH. Accordingly, taking a conservative approach to safety, NECR made a fair assumption that the PAS trains may be handling TIH/PIH and highly-flammable or other hazardous materials and that operating speeds for PAS trains should be slowed in the same general manner as NECR has slowed its own trains.

Recent upgrades to the tracks, as well as to other tracks of NECR, cited by PAS did not affect or change the requirements of the TO. In particular, the Board should be aware that the \$20 million local share of the funding of improvements over the NECR system that PAS attributes to the State of Vermont was in fact provided by NECR. Additional capital projects over the past 5 years have served to upgrade the Line, primarily through grant projects with NECR providing significant contributions. These projects have provided benefits to all freight carriers using the Line (and NECR's other lines) – including PAS - by reducing slow orders and increasing reliability, and increasing the capacity of the track to the national weight standard of 286,000 pounds. Notably, although PAS has not contributed in any way to the upgrades to the track, it is still enjoying many of the benefits.

NECR does not believe that the speed limit for foreign freight carriers is discriminatory or materially adversely affects the ability of PAS to provide service on or over the Line. Although the speed limits were changed, as discussed below, NECR did not require PAS to change the scheduling or priority of any of PAS's train movements. While PAS's transit time over the entire 97 mile length of the Line might have increased by approximately one hour (PAS Motion, at 4), its local service to customers located on the Former B&M Lines would at most be affected by half of that amount of time. Thus, PAS's service to customers should not be

materially adversely affected. NECR has not observed any change in the volume of traffic being handled by PAS and does not believe PAS has lost any traffic as a result of the speed reduction.

3. PAS's trains are being scheduled without prejudice or partiality.

PAS's claims that NECR's imposition of the new requirements violates the provisions of Section 5.1 of the TO fail when the provisions of that section are examined. The section addresses the scheduling of trains, and requires that *the scheduling of trains* be established without prejudice or partiality, except that Amtrak's intercity passenger trains do get priority. The section discusses the relative priority of trains performing local work (regardless of who is operating them) having priority over trains not performing such work. In Section 5.1, PAS is given the right, in consultation with NECR, to establish the schedules of its trains. The lowering of the speed limit has not required PAS to change the schedules of its trains, nor has NECR has required PAS to make any change in the schedule of its trains. In addition, NECR has not changed the priority of any of PAS's trains vis-à-vis NECR or Amtrak. Accordingly, the change in the speed limit does not violate Section 5.1 of the TO.

Conclusion

For the foregoing reasons, NECR requests that the Board find that haulage is not permitted under the TO and that the request for waybill information is reasonable and not a violation of the TO. Further, NECR requests that the Board find that the lowering of the speed limit for foreign freight carriers is permissible, has not imposed any undue burden on PAS and is not a violation of Section 5.1 of the TO. Based on such findings, the Board should dismiss or deny the claims asserted by PAS.

Respectfully submitted,



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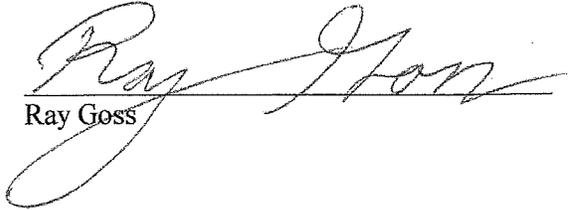
Dated: October 9, 2014

Attorneys for
New England Central Railroad, Inc.

VERIFICATION

I, Ray Goss, President of New England Central Railroad, Inc., verify under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file the foregoing document.

Executed on October 9, 2014.


Ray Goss

CERTIFICATE OF SERVICE

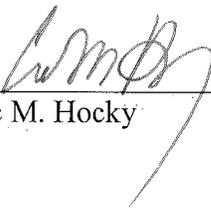
I hereby certify that on this date a copy of the foregoing document was served on the following by email where indicated, and by U.S. first class mail, postage pre-paid on:

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Eric M. Hocky

Dated: October 9, 2014

EXHIBIT A

APPENDIX: APPENDIX**TERMS AND CONDITIONS OF TRACKAGE RIGHTS IMPOSED BY THE INTERSTATE COMMERCE COMMISSION GOVERNING THE USE BY BOSTON AND MAINE CORPORATION OF CERTAIN LINES OF CENTRAL VERMONT RAILWAY, INC.****0. DEFINITIONS**

As used herein, the following capitalized terms have the following meanings (any other capitalized terms being defined in context hereafter):

0.1 "Agreement" means the terms and conditions of trackage rights as a whole set forth herein, as though the instant terms and conditions had been agreed to contractually by B&M and CV.

0.2 "Amtrak" means the National Railroad Passenger Corporation.

0.3 "B&M" means Boston and Maine Corporation, a corporation with its principal [*46] office at Iron Horse Park, North Billerica, Massachusetts 01862.

0.4 "CCR" means Claremont and Concord Railway (including its successors and assigns).

0.5 "Conveyance Date" means September 9, 1988, the date on which B&M conveyed the Former B&M Line to Amtrak, and on which Amtrak conveyed the same to CV, pursuant to the Order.

0.6 "CV" means Central Vermont Railway, Inc., a corporation with its principal office at 2 Federal Street, St. Albans, Vermont 05478.

0.7 "CV Lines" means the approximately 13.4-mile rail line between White River Junction, Vermont, and Windsor, Vermont, and the approximately 10.6-mile rail line between Brattleboro, Vermont, and East Northfield, Massachusetts, both of which have belonged to CV since before the Conveyance Date.

0.8 "Former B&M Line" means the approximately 48.8-mile rail line between Windsor, Vermont, and Brattleboro, Vermont, conveyed by B&M to Amtrak, and by Amtrak to CV, on the Conveyance Date pursuant to the Order.

0.9 "GMRC" means the Green Mountain Railroad Corporation (including its successors and assigns).

0.10 "ICC" means the U.S. Interstate Commerce Commission.

0.11 "Line" means the CV Lines and the Former B&M Line together. [*47]

0.12 "Order" means the decision of the ICC in National Railroad Passenger Corporation -- Conveyance of Boston and Maine Corporation Interests in Connecticut River Line in Vermont and New Hampshire, dated August 4, 1988, served August 9, 1988, and published at pages 761 through 817 of volume 4 of the ICC Reports, Second Series.

0.13 "ST" means the Springfield Terminal Railway Company (including its successors and assigns).

1. GRANT OF TRACKAGE RIGHTS

1.1 Subject to the terms and conditions of this Agreement, B&M shall have the non-exclusive right to operate B&M's trains, locomotives, cars and equipment with B&M's own crews over the Line, as more particularly defined as follows:

All main line track and passing sidings between a point at the interlocking at East Northfield, Massachusetts (approximately B&M MP 49.67 and CV MP 110.51) to the Bank switch at the termination of B&M ownership at White River Junction, Vermont (approximately CV MP 13.40).

1.2 B&M shall have only overhead running rights over the CV Lines.

1.3 B&M shall have the exclusive right to serve all existing shippers and shippers' facilities that were located on the Former B&M Line as of the Conveyance Date, including [*48] any and all new shippers that locate at such existing facilities after the Conveyance Date, provided that B&M makes available a minimum three day per week service along the Line. B&M must consult with the shippers and ensure their needs are met up to three day per week service.

1.3.1 For purposes of this Section 1.3, "existing shippers and shippers' facilities" shall mean industries and facilities at rail sidings which received or tendered rail shipments during the twelve months immediately prior to the Conveyance Date.

1.3.2 For purposes of this Section 1.3, "three day per week service" shall mean the provision of local set-off and pick-up service to shippers on the Former B&M Line at least three times per week (Monday through the following Sunday) in each direction.

1.3.3 CV shall be permitted to commence service to existing shippers and shippers' facilities upon B&M's failure to make available three day per week service during two weeks out of any four week period, unless such failure is excused by Section 9.6.

1.4 Except as provided in Section 1.3, CV and B&M shall each have the right to compete for and serve the following shippers and shippers' facilities on the Former B&M [*49] Line:

(a) shippers and shippers' facilities located on the Former B&M Line which have not received or tendered rail shipments during the twelve months immediately prior to the Conveyance Date;

(b) any other new shippers;

(c) any existing shippers and shippers' facilities to which B&M does not provide a minimum three day per week service, as specified in Section 1.3.

1.4.1 CV shall, upon request by B&M, provide reciprocal switching to permit B&M to serve such shippers and shippers' facilities as B&M may serve hereunder. CV shall not be required to switch cars on B&M's behalf at shippers' facilities which CV serves by virtue of B&M's failure to make available a minimum three day per week service along the Line as specified by Section 1.3, but B&M shall retain the right to provide service directly to such shippers and shippers' facilities. B&M shall pay to CV a per switch charge not greater than 180% of the CV variable cost of providing such switching service computed using CV's costs computed in accordance with formulas generally used or accepted in ICC proceedings.

1.5 CV and B&M shall each have the right to compete for and to interchange traffic at Bellows Falls, Vermont, with [*50] GMRC and at Claremont Junction, New Hampshire, with the CCR. B&M shall have the exclusive right to interchange traffic at Charlestown, New Hampshire, with the ST.

1.6 B&M shall have the right of entry over the Line for any and all B&M employees, agents or representatives, machinery, vehicles or equipment which B&M may deem necessary or convenient for the purposes of inspecting the Line, clearing any derailments or wrecks of B&M trains on the Line or otherwise conducting its operations over the Line.

1.7 B&M shall without charge to CV dispatch the interlocking CPR 50 located at East Northfield, Massachusetts, until seven (7) days after CV notifies B&M that CV is prepared to assume such responsibility and all applicable regulatory requirements have been satisfied.

1.8 Except as provided herein, this Agreement does not diminish in any way CV's right to use the Line, or CV's right to lease or otherwise allow another carrier to use the Line.

2. TERM AND TERMINATION

2.1 The term of this Agreement shall commence as of 7:00 a.m. Eastern Time, on the Conveyance Date.

2.2 Except as provided in Section 2.3, and subject to the provisions of this section, the term of this Agreement shall [*51] be perpetual. After 20 years from the Conveyance Date, either party to this agreement may seek modifications from the other and, if satisfactory modifications are not agreed to after a reasonable period for negotiation, may apply to the ICC for modifications. Nothing in this section shall authorize the ICC to impose arbitration requirements upon either party to this Agreement.

2.3 B&M may terminate this Agreement immediately upon notice to CV.

2.4 Notwithstanding the foregoing, the parties hereby acknowledge and agree that B&M has appealed the Order, and that in the event the Former B&M Line is reconveyed to B&M in connection with or resulting from such appeal, this Agreement shall terminate upon such reconveyance, and that thereafter the terms and conditions of the April 1, 1985 and January 1, 1930 Trackage Rights Agreements shall govern their operations over and use of the Line, and such agreements shall be deemed re-executed in their current forms.

3. COMPENSATION

3.1 B&M shall have no obligation to pay for or contribute in any way towards the cost of upgrading of the Former B&M Line, except as provided in Section 3.7.

3.2 Except as provided in Section 1.7, CV shall [*52] be solely responsible for dispatching all operations over the Line and for the maintenance and repair of the Line, including the signals and the signal and dispatching system which controls operations on it. CV shall keep the Line, at all times throughout the term of this Agreement or any extensions thereof, in not less than FRA Class II condition.

3.3 In full satisfaction of any and all obligations of B&M to pay for the trackage rights provided herein or contribute towards the costs of dispatching, maintenance and repair of the Line (including the maintenance, repair and operation of the signals and the signal and dispatching system which controls operations on it), B&M shall pay to CV 20.1¢ per car mile (whether loaded or empty including locomotives, cabooses and work equipment) of traffic actually operated by B&M (or its assignee) over the Line. Notwithstanding the foregoing, the sum of such payments in respect of the Former B&M Line shall not exceed one hundred forty-two thousand dollars (\$ 142,000) per year during the first three years this Agreement is in force and shall not exceed seventy-five thousand dollars (\$ 75,000) in any year thereafter, provided, however, that the [*53] foregoing limitation shall not apply if the annual gross traffic volume on the Former B&M Line attributable to B&M's overhead or local service, including traffic for interchange to GMRC, CCR, or ST, exceeds 32,500 carloads. Locomotives, cabooses and work equipment shall not be included in determining whether traffic attributable to B&M has exceeded 32,500 carloads in a given year. In any year that the amount of traffic attributable to B&M on the Former B&M Line exceeds 32,500 carloads, B&M shall pay CV as additional compensation 20.1¢ per car mile for all the cars in excess of 32,500 cars, whether loaded or empty, including locomotives, cabooses and work equipment.

3.4 All payments to be made by B&M and CV under this Agreement (including the caps set forth in Section 3.3) shall be adjusted effective March 31, 1989, and semi-annually thereafter, for price level changes from July 1, 1988, (using

(Illegible Word) 1988) based on the relationship of the most recent quarter's Association of American Railroads (AAR) Eastern District, Quarterly Indices of Chargeout Prices and Wage Rates (Table C) - "Material prices, wage rates and supplements combined (excluding fuel)" to comparable indices [*54] of the quarter six months previous. The first adjustment to be made shall be based on the comparison of the Fourth Quarter 1988 index value to the Second Quarter 1988.

3.5 B&M shall have responsibility for and shall report and pay directly to the owner of the cars, all mileage, car hire and other charges accruing on cars in B&M's trains on the Line.

3.6 CV shall issue its bill to B&M for the payments specified by Sections 1.4 and 3.3 by the fifteenth (15) day of each month for the traffic transported during the preceding calendar month. B&M shall pay to CV the amount shown on such bill by the last day of the month in which such bill is issued; B&M shall not be required to pay mileage charges attributable to its operations over the Former B&M Line once payments made in the preceding months of that year with respect to those operations equal the payment cap as adjusted in accordance with Section 3.4 for that year, until traffic attributable to B&M's operations over the Former B&M Line exceeds 32,500 carloads for that year. Payments not received by CV by such last day of the month in which the bill is issued will accrue interest at the rate of one and one-half (1.5%) percent per [*55] month for each month or portion of a month by which the payment is late.

3.7 In the event that CV is required to undertake any major capital projects which may become necessary due to changes in applicable local, state or federal statutes, ordinances or regulations, or by catastrophic occurrences on the Line, including but not limited to floods or destruction of bridges, B&M or its assignee shall pay its proportionate share of the expenditures actually made by CV for such capital projects based upon the percentage of total car miles on the Line attributable to B&M's (or its assignee's) average traffic volume during the preceding five (5) year period.

4. ADDITIONS AND ALTERATIONS

4.1 CV shall pay for and be responsible for the construction, maintenance, repair and renewal of any additional connections to the Line which it may require.

4.2 If B&M determines that changes in or additions and betterments to the Line, including changes in communication, dispatching or signal facilities as they existed immediately prior to the Conveyance Date, are required to accommodate B&M's operations beyond that required by CV to accommodate CV's and Amtrak's operations over the Line, B&M shall [*56] pay for the construction of such additional or altered facilities, including the annual expense of maintaining, repairing, and renewing such additional or altered facilities. Notwithstanding the foregoing, CV shall have the right to approve of any such addition or alteration prior to its construction, which approval shall not be unreasonably

withheld, and such addition or alteration shall be constructed in such a manner as to minimize interference with CV's or Amtrak's operations over the Line.

5. SCHEDULING OF TRAINS AND MAINTENANCE; OPERATING RULES

5.1 The trains, locomotives, cars and equipment of B&M, CV, Amtrak, and any other present or future user of the Line or any portion thereof, shall be operated without prejudice or partiality to any party to this Agreement or any such other user and in such a manner as will result in the most economical and efficient manner of movement of all traffic; provided, however, that CV shall give priority to intercity rail passenger trains of Amtrak to the extent required by Section 402 of the Rail Passenger Service Act. Notwithstanding the foregoing, B&M shall have the right, in consultation with CV, to establish the schedules of B&M's trains [*57] over the line. Trains performing local work, whether B&M, CV or otherwise, are not entitled to priority over trains that are not performing such work. CV shall establish CV's train schedules with due regard to the trains to be operated by B&M. Each party shall use reasonable efforts to provide five (5) days' notice of changes in its traffic and operating patterns and procedures which may affect the Line. B&M acknowledges that the upgrading work will require a twelve (12) hour work block scheduled for between 7:00 a.m. and 7:00 p.m. CV shall coordinate with B&M and use its best efforts in scheduling the work required for the upgrading of the Former B&M Line and any future maintenance or repair of the Line to minimize any interference with or disruption of B&M's operations over the Line.

5.2 Any and all training that may be required to qualify B&M operating personnel as to CV's operating rules (after the initial training of such personnel, which will be provided by CV) shall be performed by B&M, and the determination as to whether such operating personnel are qualified under CV's operating rules shall be made in the discretion of B&M (giving consideration to any comments or recommendations [*58] of CV). CV shall train, and periodically recertify in accordance with CV's operating rules, B&M operating personnel who act as instructors for B&M personnel regarding CV's operating rules.

5.3 CV operating rules shall govern all operations over the Line, and CV shall report to B&M any incidents of violation of such rules by a B&M employee. CV may at its option, for good cause shown, exclude such employee from the Line.

5.4 In the event that any dispute arises as to the interpretation of any operating rules, the interpretations of the Uniform Code of Operating Rules, as amended, shall govern.

6. CLEARING OF DERAILMENTS AND WRECKS

6.1 In the event of any derailment or wreck of a B&M train, B&M shall clear the Line to allow for the passage of other trains within a reasonable time. B&M shall perform any rerailing wrecking or wrecking train service as may be required in connection with such derailment or wreck, in accordance with its customary practices. Except as provided in Section 7, the cost liability, and expense of the foregoing, including, without limitation, loss of, damage to, or destruction of any property whatsoever and injury to or death of any person or persons whomsoever [*59] resulting therefrom, shall be the responsibility of B&M. In the event that B&M does not begin rerailing operations for passage of trains over the Line within twelve (12) hours of an occurrence or does not complete the process of clearing the Line within a reasonable time, CV may clear the Line for passage of trains, and B&M shall reimburse CV for all reasonable costs CV incurs in performing such service.

7. RELEASE AND INDEMNIFICATION

7.1 Save as herein otherwise provided, each party hereto shall be responsible for and shall assume all loss, damage or injury (including injury resulting in death) to persons or property, including the cost of removing any trackage, repairing trackage and correcting environmental damage, which may be caused by its engines, cars, trains or other on-track equipment (including damage by fire originating therefrom) whether or not the condition or arrangement of the trackage contributes in any manner or to any extent to such loss, damage or injury, and whether or not a third party may have caused or contributed to such loss, damage or injury, and for all loss or damage to its engines, cars, trains or other on-track equipment while on said trackage from [*60] any cause whatsoever, except in the case of collision, in which event the provisions of Section 7.2 shall apply.

7.2 In the event of a collision between CV's and B&M's engines, cars, trains or other on-track equipment while on the Line, the apportionment of liability between the parties hereto for all loss, damage or injury (including injury resulting in death) to any person (including CV's or B&M's employees, agents or representatives) or property shall be governed by the following provision:

7.2.1 If the employees of one party are solely at fault, that party shall be responsible for all such loss, damage or injury including the cost of removing wreckage, repairing trackage, and correcting environmental damage.

7.2.2 If the employees of both parties hereto are at fault, or if the cause of the accident is so concealed that it cannot be determined whose employees are at fault, each party shall bear and pay for all such loss, damage or injury which its own engines, cars, trains or other on-track equipment and their contents or property in its custody, or its employees or others claiming for them, may have suffered by reason or in consequence of the accident. Responsibility for [*61] all other such loss, damage or injury shall be apportioned equally between the parties hereto.

7.2.3 The words "all other such loss, damage or injury" referred to in this Section 7.2 shall be deemed to include but not be limited to the cost of removing wreckage, repairing trackage, correcting environmental damage, and third party claims.

7.2.4 As between the parties hereto, the foregoing provisions of this Section 7.2 shall be applicable whether or not a third party may have caused or contributed to the accident.

7.2.5 The words "trackage" referred to in this Section 7 shall be deemed to include but not be limited to the tracks, structures or facilities pertaining to operation of the Line.

7.3 Without in any way restricting the terms of this Section 7, in the case of a collision or accident between the train of either party to this Agreement and the property of a third person or other entity, including any action done in the process of trying to avoid an accident or a collision, such party shall save harmless and indemnify the other party forthwith for all damages suffered by the other party including damages to equipment and structures or injuries (including death) to the employees [*62] or agents of the other party including also the results of those actions done in the process of avoiding a collision or accident, and irrespective of negligence of either party or such third person or other entity, and with a right of subrogation in favor of such party against any such third person or other entity.

7.4 Each party hereto shall forever indemnify and save harmless the other party, from and against all claims, liability or judgments by reason or on account of any injury to or death of any person or of any loss or damage to property, the liability for which is herein assumed by such first mentioned party, and such first mentioned party shall pay and discharge any judgment that may be obtained by reason thereof, and all costs, charges and expenses payable thereunder, including legal counsel fees.

7.5 The parties shall settle, as between themselves, any claim for loss or damage according to the terms of this Agreement, notwithstanding any judgment or decree of any court or other tribunal in a proceeding brought by other parties. In case a suit or proceeding shall be commenced by any person or corporation against either party hereto for or on account of any loss, damage [*63] or injury for which the other party hereto is liable under the provisions of this Agreement, the party so sued or proceeded against shall give to the other party reasonable notice, in writing, of the pendency of such suit or proceeding and thereupon the other party shall assume the defense of such suit or proceeding or shall save and hold the party so sued harmless from all loss and costs by reason thereof. Neither party hereto shall be bound by any judgment against the other party unless it shall have reasonable notice that it is so required to defend and has reasonable opportunity to make such defense. When such notice and opportunity has been given, the party notified shall be bound by the judgment as to all matters that could have been litigated in such suit or proceeding.

7.6 In every case of death or injury suffered by an employee of either B&M or CV, when compensation to such employee or employee's dependents is required to be paid under any workmen's compensation, occupational disease, employer's liability or other law, and either of said parties, under the provisions of this Agreement, is required to pay such compensation, if such compensation is required to be paid in [*64] installments over a period of time, such party shall not be released from paying such future installments by reason of the expiration or other termination of this Agreement prior to any of the respective dates upon which any such future installments are to be paid.

8. DEFAULT; PAYMENT DELINQUENCY

8.1 In the event of a material breach by B&M of the terms and conditions of this Agreement which continues for a period of forty-five (45) days after notice thereof from CV, CV shall have the right to terminate this Agreement upon ninety (90) days' notice.

8.2 If B&M becomes delinquent in payment of any amount by more than fourteen (14) days under the terms of Section 3.6, CV shall be entitled to receive advance payment from B&M for each B&M train seeking access to the Line until B&M satisfies the delinquency in full. If B&M fails to tender the advance payment, CV shall be further entitled to

exclude and eject B&M from the Line until B&M tenders the advance payment. CV shall be entitled to these remedies for delinquencies even if B&M has disputed the billed amount by invoking arbitration or otherwise. During the pendency of any such exclusion or ejection, CV shall nevertheless accept [*65] B&M cars for interchange at any point on the Line.

9. GENERAL PROVISIONS

9.1 No Waiver. Waiver of any provision of this Agreement, in whole or in part, in any one instance shall not constitute a waiver of any other provision in the same instance, nor any waiver of the same provision in another instance, but each provision shall continue in full force and effect with respect to any other then existing or subsequent breach.

9.2 Notice. Any notice required or permitted under this Agreement shall be given in writing to the parties at their respective addresses specified above, or at such other address for a party as that party may specify by notice as provided herein, by (i)(A) delivery in hand or by postage prepaid, United States first class mail and (B) registered or certified mail, return receipt requested, or (ii)(A) telefax and (B) registered or certified mail, return receipt requested, or (iii)(A) Federal Express or other form of expedited mail that provides for delivery to the sender of a signed receipt, or (iv) telegram. Notice so sent shall be effective upon receipt.

9.3 Integration. Except for the Order and the documents executed in pursuance thereof, this Agreement constitutes [*66] the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts and the like between the parties in such respect. Except for any and all obligations incurred or causes of action accrued thereunder prior to or as of the Conveyance Date, and except as provided in Section 2.4 and 9.3.1 hereof, the Trackage Rights Agreements by and between B&M and CV dated as of April 1, 1985, and January 1, 1930, are hereby terminated. Any provisions of any other agreement(s) between CV and B&M which are not inconsistent with the provisions of this Agreement shall remain in effect until cancelled according to the terms of such other agreement(s).

9.3.1 The provisions of Section 8, Freight Haulage, of the January 1, 1930 Trackage Rights Agreement between CV and B&M, as amended from time to time, shall remain in effect until cancelled by either party upon ninety (90) days' prior written notice to the other.

9.4 Miscellaneous. This Agreement: (i) may be amended, modified, or terminated, and any right under this Agreement may be waived in whole [*67] or in part, only by a writing signed by both parties; (ii) contains headings only for convenience, which headings do not form part of and shall not be used in construction of this Agreement; and (iii) is not intended to inure to the benefit of any party not a party to this Agreement.

9.5 Availability of Equitable Relief. The obligations imposed by this Agreement are unique. Breach of any of such obligations would injure the parties to this Agreement; such injury is likely to be difficult to measure; and monetary damages, even if ascertainable, are likely to be inadequate compensation for such injury. Protection of the respective interests provided herein would require equitable relief, including specific performance and injunctive relief, in addition to any other remedy or remedies that the parties may have at law or under this Agreement.

9.6 Force Majeure. No party to this Agreement shall be responsible for delays or errors in its performance or other breach under this Agreement occurring by reason of circumstances beyond its control, including acts of civil or military authority, national emergencies, fire, major mechanical breakdown, labor disputes, flood or catastrophe, acts [*68] of God, insurrection, war, riots, delays in suppliers, derailments or failure of transportation, communication or power supply.

9.7 Trains, Locomotives, Cars or Equipment. As used in this Agreement, whenever reference is made to the trains, locomotives, cars or equipment of, or in the account of, one of the parties hereto, such expression means the trains, locomotives, cars and equipment in the possession of or operated by one of the parties and includes such trains, locomotives, cars and equipment which are owned by, leased to, or in the account of such party. Whenever such trains, locomotives, cars or equipment are owned or leased by one party to this Agreement and are in the possession or account of, or under the control of the other party to this Agreement, such trains, locomotives, cars and equipment shall be considered those of the other party, except where the cars or equipment are being transported under the Haulage Agreement referred to in Section 9.3.1 of this Agreement.

9.8 Assignment. This Agreement shall bind and inure to the benefit of the parties and their respective legal representatives, successors and assigns. B&M shall have the right to assign any or all of [*69] B&M's rights and obligations under this Agreement to any affiliate of B&M, following consultation with CV. B&M shall have the right to assign any or all of B&M's rights and obligations under this Agreement to any other person with CV's prior consent, which shall

not be withheld unreasonably. In the event of an Agreement, the number of carloads attributable to the assignee's operations over the Former B&M Line shall be included in the number of cars attributable to B&M's operations for the purposes of Section 3.3 of this Agreement.

9.9 Governing Law. This Agreement is imposed and entered into in, and shall be governed by the laws of, the District of Columbia.

EXHIBIT B

News to come in the 21 April formal issue, 14#04A

VRS-CMQR-NECR-Pan Am: VRS looking at using Pan Am for ConnRiver traffic.

MERR: MDOT extended contract to end 2015.

CSXT: 13-year effort to increase truck clearance in West Springfield grinds on.

VRS-CMQR-NECR-Pan Am: WHITE RIVER JUNCTION TRAFFIC

17 April, Burlington. *THE RESTART OF REGULAR PAN AM SERVICE TO WHITE RIVER JUNCTION* provides the possibility that VRS could use Pan Am to move its White River Junction-Bellows Falls traffic, said VRS chief David Wulfson. NECR currently carries the traffic. [Rail observers report Pan Am is training crews on the run, but do not provide a start date. {NERAILS e-list}]

The VRS traffic north of White River Junction

Wulfson pointed out that before MMA “went into a tailspin” VRS moved substantial traffic south of the Junction. Traffic moved by WACR ConnRiver could go three ways:

- Pan Am south to East Deerfield and then either east or west. VRS has not used this route in the past.
- NECR south to CSXT in Palmer. Much MMA traffic moved in this lane.
- VRS (NECR haulage) to Bellows Falls. Much of this was salt traffic from CP at Whitehall delivered to salt depots on WACR.

When MMA operated full-tilt, Bellows Falls saw roughly 20 cars every other day interchanged with NECR, and more during salt season. Wulfson emphasized, “Customers are driving the bus” when choosing the lane.

CMQR startup

As promised during the bidding for the MMA assets [see 14#01A], Wulfson is working closely with CMQR to

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, 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, CP - Canadian Pacific Ry, CSO - Connecticut Southern RR, CSRX - Conway Scenic RR, CSXT - CSX Transportation (railroad), EMRY - see NB&M, FHWA - Federal Highway Admin., FRA - Federal Rail Admin., FRTC - Fore River Transportation Co., FTA - Federal Transit Admin., GU - Grafton & Upton RR, GWI - Genesee & Wyoming Inc, HRRC - Housatonic RR, MassDOT - Massachusetts Department of Transportation, MBCR - Mass. Bay Commuter RR, MBRX - Milford-Bennington RR, MBTA - Mass. Bay Transportation Authority, MC - Massachusetts Coastal RR, MCER - Mass. Central RR, MDOT - Maine Department of Transportation, MERR - Maine Eastern RR, MMA - Montréal, Maine and Atlantic Ry, MNRY - see NB&M, MPO - Metropolitan Planning Organization, MTQ - Québec Ministry of Transport, NAUG - Naugatuck RR, NBDOT - New Brunswick Department of Transportation, NB&M - New Brunswick & Maine Railways (dba name) consisting of MNR Maine Northern Railway, EMRY Eastern Maine Railway, and NBSR New Brunswick Southern Railway, NBSR - see NB&M, 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, NS - Norfolk Southern Ry, NSDOT - Nova Scotia Department of Transportation, NYA - New York & Atlantic Rwy, NYNJ - New York New Jersey Railroad (PANYNJ subsidiary, former Cross-Harbor), PAR - Pan Am Railways - parent of Maine Central RR, Portland Terminal RR, Boston & Maine, all leased by ST - Springfield Terminal Ry, PANYNJ - Port Authority of New York and New Jersey, PAS - Pan Am Southern Railway, joint venture of Pan Am and Norfolk Southern, PVRR - 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 (Québec), SLR - St. Lawrence & Atlantic RR, SNC - Saratoga & North Creek RR, ST - see PAR, 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.

revive the traffic moving over the ConnRiver route. "I'm meeting with them tomorrow." {ANR&P discussion}

MERR: CONTRACT EXTENDED

17 April, Augusta. **MDOT HAS EXTENDED THE MERR CONTRACT ONE ADDITIONAL YEAR**, wrote rail administrator Nate Moulton [the third extension – see 13#12B], 'through 2015. This will give us time to work with Passenger Rail Advisory Council [see e-bulletin (r)] on setting priorities for passenger rail support and improvements within the State.

'What comes out of that process may dictate a change in how we approach operations on the Rockland Branch so it did not make sense to be out for an RFP in that environment.' {e-mail to ANR&P}

CSXT: BRIDGE UPDATE

2 April, West Springfield. **THE COMMUNITY AND CSXT ARE NEGOTIATING THE REBUILDING OF THE UNION STREET BRIDGE HERE**. The deck spans the eastern throat of the CSXT West Springfield yard and carries six tracks.

History

In 2001, Congress appropriated \$400,000 for a study. A 1999 study said Connecticut intermodal was served by the West Springfield yard [see 01#12B].

In 2004, consulting firm Reebie made available the results of the study; it recommending improving the West Springfield yard [see detailed report in 04#03B].

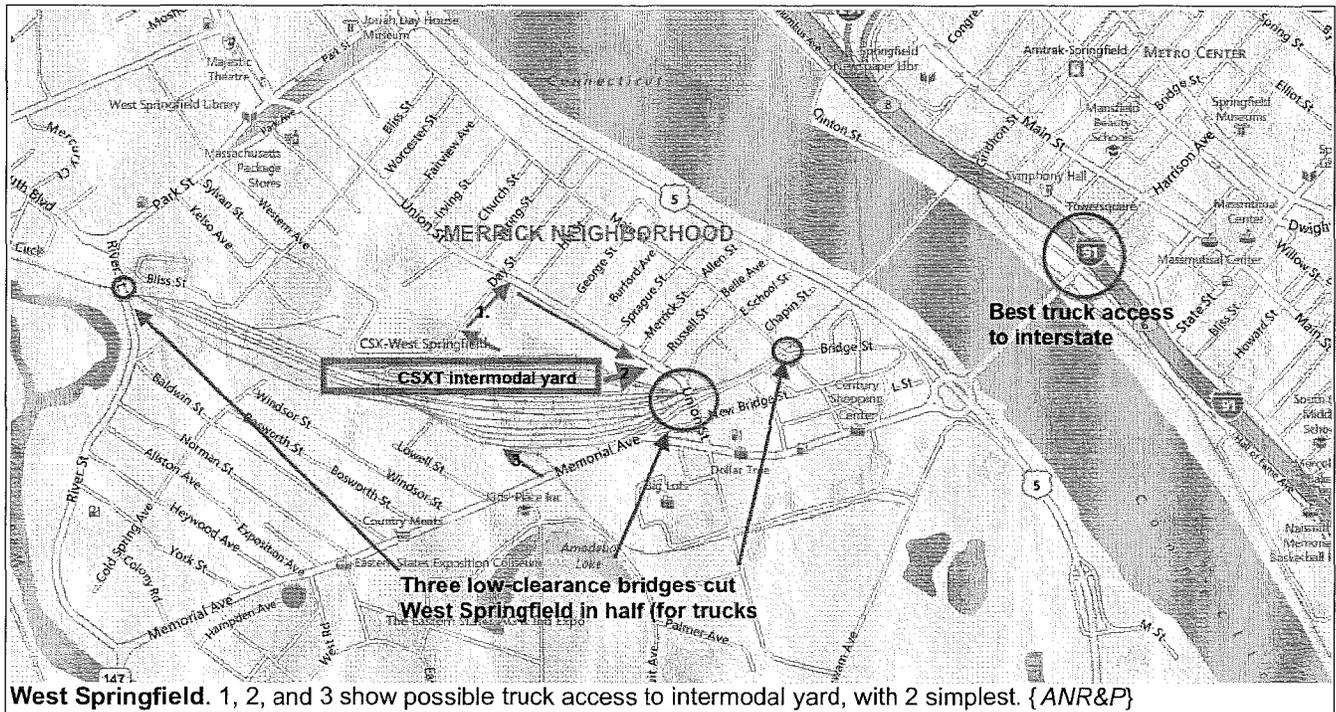
In 2005 US Representative John Olver (D) announced that Congress has approved a transportation earmark in the FY06 Transportation Appropriations conference report of \$900,000 for the Union Street railroad bridge design and construction.

A press release on 21 November 2005 announcing the funds stated:

'The goal of this project is to improve transportation to and around West Springfield's CSX rail yard, which is located at a major regional crossroads in western Massachusetts. As the largest intermodal facility in the Connecticut River Valley and the I-91 transportation corridor, any improvements to this facility will have significant economic impacts not only for this region but in its 6,000 square mile market area that stretches north through Vermont and south to the Long Island Sound.



West Springfield. Showing the Union Street underpass at the six-track east throat of the CSXT yard.



West Springfield. 1, 2, and 3 show possible truck access to intermodal yard, with 2 simplest. { ANR&P }

'Olver said, "In the West Springfield CSX rail yard we have a unique asset that is significantly under utilized. The Union Street Bridge underpass has been identified as the major impediment to the yard's development. I am pleased to have secured these design funds to get this significant regional project started."

The current Union Street Bridge underpass provides only 12 feet of vertical clearance, which restricts the ability of larger vehicles to access the Merrick Industrial Area. As an alternative route, trucks are forced to use residential streets creating a significant conflict between truck traffic and neighborhood uses.

'Improvements to the Union Street Bridge Underpass creates an opportunity to remedy this situation by providing direct access from the underpass into the freight rail yard intermodal facility and provides the opportunity for other industrial uses via an intermodal connector.

'With these improvements the capacity for rail freight in West Springfield will be significantly increased, having beneficial economic effects across the entire region.' {Olver press release}

MassDOT is administering the \$900,000 contract and hired consultants Fay, Spofford, and Thorndike.

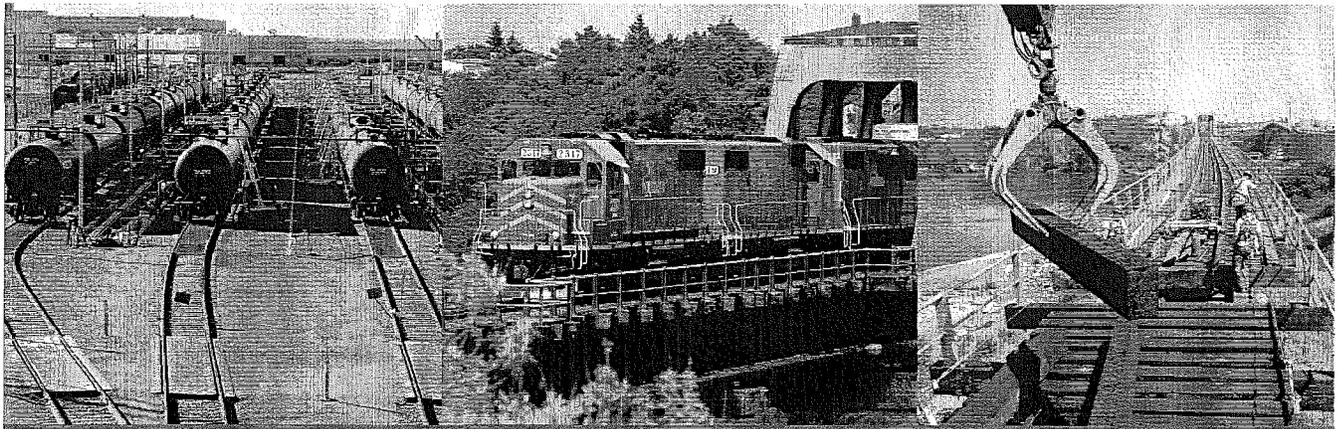
The project

The community would like clearance under the CSXT bridge deck spanning Union Street improved from the existing 12'01" to a proposed 14'6" or even up to 16'6" vertical clearance to handle future growth of truck sizes. Daniel Lee of Fay Spofford said which height "depends on how the design evolves." Then trucks could use that route, rather than drive through the Merrick neighborhood to access the West Springfield railway.

A difficult engineering problem

On 2 April, Lee said the bridge/street configuration prevented a simple solution. The existing span already has sight distances "substandard. It is now a 35-foot span from sidewalk to sidewalk. We need a span of 94 feet in the new bridge, because we must change the radius under bridge, [to permit] big trucks to see."

Consequently the entire deck must be replaced, with consequent impact on the six tracks and the yard tracks – not to mention the length of time the track might be out of service to permit the replacement.



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- Yard switching

Contact Information:

Tyler Langille
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New access points?

Dana Roscoe, transportation planner at the Pioneer Valley Planning Commission, said the community pointed out that the three low-clearance bridges cut West Springfield in half, in terms of truck access and even fire engines.

“The opportunity exists to change the access to the yard” to a very short distance [option 2 on the map], but planners did not want to isolate to one single point as the only choice. “We could use Day Street or Memorial Avenue.”

10 solutions tried

Lee is now working on the 10th solution to the problem. CSXT has found the previous nine inadequate for various reasons. {ANR&P discussions 2 & 17.Apr.14}

e-bulletin

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Coverage

The newsletter covers the operating freight railroads and ports in New England, the Maritimes, and eastern Québec, as well as the government environment they function within. Coverage includes passenger rail and ships when relevant to freight operations.

Frequency and the e-bulletin

ANR&P appears weekly. We send a formal issue twice a month, via post or e-mail. Between the formal issues, we send out the *e-bulletin*, only by e-mail. All information in the *e-bulletin* (often updated which is indicated by blue type), along with more articles with timely news, is included in the formal issue.

Pricing

Subscriptions cost \$495 for professionals, \$125 per year for students, young and old. (Add \$100/year for print issue.) Introductory prices available. The *e-bulletin*, sent by e-mail as needed between issues, is free of charge to all subscribers.

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Purpose

Atlantic Northeast Rails & Ports, née *Maine RailWatch* (1994-1997) and later *Atlantic RailWatch* (1998-1999), is dedicated to the preservation and extension of the regional rail network. The editor believes that publishing news on railroads and ports spotlights needed action to preserve the rail network. The publication also imbues the region with a sense of an interdependent community, employing the network to move rail and port traffic. 'No railroad is an island, entire unto itself.'

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EXHIBIT C



a Genesee & Wyoming Company

**General Order No. 14-9
New England Central Railroad
NORTHEAST REGION
OF
Genesee & Wyoming Inc.**

EFFECTIVE: 0001 Hours May 16, 2014

TO: All NECR Employees

SUBJECT: CHANGES TO MAXIMUM AUTHORIZED SPEEDS FOR “KEY TRAINS” AND “UNIT HazMat TRAINS”

KEY TRAIN that **does not** contain any PIH/TIH (This is any train that has 20 or more loaded placarded Haz-Mat cars) – 40 MPH

KEY TRAIN that does contain 1 or more loaded PIH/TIH Haz-Mat cars – 30 MPH

UNIT HAZ-MAT TRAIN (this is a train that contains 60 or more loads of a SINGLE hazardous material or is a Unit Oil Train. Unit Crude Oil train consists of 20 or more loaded Crude oil cars) – 25 MPH

EMPTY UNIT HAZ-MAT TRAIN – Timetable Speed no restrictions

EMPTY UNIT HAZ-MAT TRAIN that contains residual TIH/PIH cars – 25 MPH

Examples:

324 with 21-59 Loaded LPG cars with no PIH/TIH – 40 MPH

324 with 1 PIH/TIH - 30 MPH

Loaded Unit Ethanol Train – 25 MPH

Empty Unit Ethanol Train – TT Speed

Empty Unit Ethanol Train with an empty Anhydrous Car - 25 MPH

Chad M. Mowery

General Manager

New England Central Railroad

The following General Orders are in effect: **10-07, 11-03, 11-05, 11-06, 11-07, 11-09, 12-02, 12-03, 12-05, 12-09, 13-02, 13-05, 13-08, 13-21, 14-1, 14-2, 14-3, 14-4, 14-5, 14-6, 14-7, 14-8, and 14-9**

201475865

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