

UNITED STATES OF AMERICA

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SURFACE TRANSPORTATION BOARD

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TECHNICAL CONFERENCE

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ENTERED
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April 8, 2015
Part of
Public Record

	: Docket No
FORT TRANSFER COMPANY--	: FD 35914
ALTERNATIVE RAIL SERVICE---	:
TOLEDO, PEORIA & WESTERN	:
RAILWAY CORP.	:
	:

Suite 1235
395 E Street, S.W.
Washington, D.C.

Wednesday,
April 1, 2015

The above-entitled matter came on for hearing, pursuant to notice, at 9:00 a.m.

STAFF PRESENT:

JONATHON BINET, Office of Proceedings
ALFRED FORSTALL, Office of Rail and Public Assistance
ALISON GRAAB, Office of Proceedings
ERIK LIGHT, Office of General Counsel
FRANCIS O'CONNOR, Office of Economics

APPEARANCES:**ON BEHALF OF NORFOLK SOUTHERN:****MAQUILING B. PARKERSON, General Attorney*****JACKIE CORLETT, Director of Strategic Planning*****JOHN SCHEIB, General Counsel*****GARRETT URBAN, Assistant General Attorney*****ON BEHALF OF TOLEDO, PEORIA & WESTERN RAILWAY****CORPORATION:****ROSS GRANTHAM, General Manager*****ERIC M. HOCKY, Counsel for Toledo, Peoria &****Western Railway Corporation*****GARY R. LONG, President*****ON BEHALF OF FORT TRANSFER COMPANY:****BRAD KAHLER, President****RICHARD H. STREETER, Counsel for Fort Transfer****Company****ON BEHALF OF KEOKUK JUNCTION RAILWAY:****DAN LAKEMPER, General Counsel******Participating via teleconference**

1 P-R-O-C-E-E-D-I-N-G-S

2 (9:02 a.m.)

3 MR. BINET: Let's go ahead and start.

4 Just as a notification for everybody, we are
5 going to start transcribing this conference now,
6 so there is a court reporter present in the
7 conference room here in D.C.

8 I want to welcome everybody. This is
9 going to be a conference of the parties with
10 Board Staff for FD 35914, Fort Transfer's
11 emergency service petition.

12 Board Staff have arranged this
13 conference in order to gather some additional
14 information from the parties concerning Fort
15 Transfer's emergency service petition. Staff from
16 the Board will be asking a range of questions to
17 all of the parties participating in this
18 conference.

19 As I said earlier, the conference will
20 be transcribed, and it will be added to the
21 public record in this docket.

22 The Board Staff participating in this

1 conference are not recused from this matter
2 moving forward, just as a reminder.

3 Let's go ahead and go around the
4 conference room, and we'll introduce ourselves,
5 starting with the Board Staff, then the parties
6 who are present in the conference room, and then
7 we'll have the parties participating via phone
8 announce themselves.

9 So, I am Jonathon Binet. I'm an
10 attorney here. I'm with the Office of
11 Proceedings.

12 MS. GRAAB: Alison Graab. I'm an
13 attorney in the Office of Proceedings.

14 MR. FORSTALL: Fred Forstall, Office of
15 Rail Customer Public Assistance.

16 MR. O'CONNOR: Frank O'Connor, Office
17 of Economics.

18 MR. LIGHT: Erik Light, Office of the
19 General Counsel.

20 MR. STREETER: Richard Streeter,
21 counsel for Fort Transfer.

22 MR. KAHLER: Brad Kahler with Fort

1 Transfer.

2 MR. BINET: Okay, for those on the
3 phone, if you could go ahead and chime in.

4 MR. LaKEMPER: Dale LaKemper, Keokuk
5 Junction Railway.

6 MR. LONG: Gary Long, Genesee &
7 Wyoming.

8 MR. GRANTHAM: Ross Grantham, General
9 Manager, TP&W.

10 MS. PARKERSON: Maqui Parkerson,
11 Norfolk Southern, along with Jackie Corletto,
12 John Scheib, and Garrett Urban.

13 MR. HOCKY: And Eric Hocky, counsel for
14 TP&W.

15 MR. BINET: Okay. I'm going to ask one
16 small favor for everyone who's on the phone. When
17 they're speaking, in order to assist the court
18 reporter, try to state your name again briefly
19 just before you start talking in order to make
20 sure that he can tell who's talking for the
21 record.

22 I'm also going to ask another favor,

1 that everyone kind of direct their answers
2 towards the Board Staff and not to each other
3 when we ask.

4 We have arranged the questions by
5 topic, and all of the Staff here will be asking
6 those questions. So, if there are no other
7 questions from you all about procedural stuff, or
8 kind of the format, then we can go ahead and get
9 started. Alison.

10 MS. GRAAB: Okay. I'll be beginning the
11 questions, and the way this is going to work is
12 we're going to direct questions to specific
13 parties, and we'll sort of cover specific topic
14 areas at any one given time. I'll start the
15 questions, and then my colleagues here at STB
16 will have some follow-up on those, and then we'll
17 move on to the next topic once that's complete.

18 To start off, Fort Transfer, if you
19 could just give a general overview of the service
20 that TP&W provided prior to February 2015, and
21 talk about the specific commodities that you
22 transport, the number of trains or cars that

1 requires and just sort of provide a recap of the
2 service that you request.

3 MR. KAHLER: Okay. And first, as a
4 disclaimer, I don't have any of my specific notes
5 and figures since I came here from Houston, so
6 some of it might not be exactly accurate on the
7 numbers. But the service we've had for many years
8 was to bring in products that we would unload
9 into our storage. Most of the product is
10 herbicide related to the ag industry. And here
11 probably 3-4 years ago, we added an additional
12 product. It's just a salt water non-hazardous
13 product, so probably about half of it is
14 hazardous, and half of it's not that we bring in.

15 It was twice weekly service, is what
16 was the standard. I mean, it deviated and changed
17 from time to time, but that was what the majority
18 of the service entailed. And it was --- they
19 would bring anywhere from one car to, I don't
20 know what the max was, maybe 10 at a time, and
21 then we would --- depending on what our
22 customers' needs are and our ability, and our

1 storage, we would unload whatever we needed to by
2 the next time that they would pick them up to not
3 hold up their bringing and servicing us of new or
4 removing the empty cars.

5 MS. GRAAB: So, the specific
6 commodities were primarily the herbicide and the
7 salt water?

8 MR. KAHLER: Yes, the herbicide was a
9 majority of it. Again, I don't know the numbers,
10 but I would guess 80 percent of it's herbicide
11 that we're bringing in, if not more.

12 MR. O'CONNOR: I'm sorry, but I just --
13 - I thought I heard 50 percent and 50 percent.

14 MR. KAHLER: Of hazardous.

15 MR. O'CONNOR: Okay.

16 MR. KAHLER: So, not all the herbicide
17 is hazardous.

18 MR. O'CONNOR: Okay, by volume 80
19 percent of it is actually the herbicide. Is that
20 what you're saying?

21 MR. KAHLER: Yes. Again, if not more.
22 I don't have those figures with me.

1 MS. GRAAB: For the hazmat materials,
2 or the hazardous materials, what specific
3 precautions do you all have to take at your site
4 in loading and unloading those?

5 MR. KAHLER: We have a containment pit
6 that we unload out of, so if there is any kind of
7 spill, or something were to happen to a hose or
8 the trailer we're loading, it would all be
9 contained within this --- it's a concrete pad,
10 and then there's a trailer we can pump into, so
11 if the rail car were to leak or a valve were to
12 leak while we're unloading, it would all flow
13 into this concrete barrier, and not get into the
14 ground or anything around. And then we're able to
15 --- we have a pumping system there. We're able to
16 move that and transfer that into a trailer, so we
17 can hold a rail --- I would say a railcar's
18 capacity with us being able to move it out by the
19 time that leaked. So, we're not able --- and that
20 was a part of what we worked with our customers,
21 same thing in our storage. I don't know what the
22 exact EPA requirement is on containment, but it

1 was more to their specifications when we built it
2 to get through their safety and controls of what
3 they wanted for an approved transloading site,
4 was to have that containment there that we are
5 able to unload trailers into.

6 MR. LIGHT: So, Brad, this is an EPA
7 requirement to have this containment facility to
8 do this transloading?

9 MR. KAHLER: It's more a customer
10 requirement. EPA has a requirement. I don't think
11 it's quite as stringent as we went to, and as
12 expansive as we made it. I don't know what theirs
13 is. I think theirs is a little more minimal for
14 rail transloading, but it was at the customer's
15 request that we built this so we could handle if
16 there was ever an issue.

17 MS. GRAAB: Is that for all of your
18 customers or just certain customers?

19 MR. KAHLER: Well, we only service two
20 customers, and one of them is who we got started
21 with. So, again, I don't know the years, but 15
22 years ago, or whenever we started bringing

1 product in by rail, it was built for them,
2 specifically. And we've only added the second
3 customer here maybe 3-4 years ago.

4 MS. GRAAB: Okay.

5 MR. KAHLER: So, it was for that one
6 major one who was bringing it in. They were the
7 ones that supply the herbicide. That's the
8 majority of the product that's coming in.

9 MS. GRAAB: Okay.

10 MR. KAHLER: And they have half of our
11 storage of our total storage under lease. They
12 have close to half of that storage.

13 MR. LIGHT: Is that customer
14 requirement, is that something that they require,
15 or that's something they requested of you?

16 MR. KAHLER: I can't recall back when
17 we did it. It was before I --- I've only been
18 back 13 years, and it was there when I came back,
19 so I don't know if that was a written requirement
20 or not. But I know for them to approve transload
21 sites today, it's quite a process. I don't know
22 what that entails, and how much containment they

1 actually require for that transload site. I can't
2 answer that. When we built it, I don't know if it
3 was a request or a requirement.

4 MR. LIGHT: So, as far as you know ----
5 - you don't know if there's some sort of contract
6 that requires it?

7 MR. KAHLER: No. There's nothing in our
8 current --- other than we're held responsible for
9 that product once we touch it. Once it leaves the
10 train's valve or the railcar's valve, it's under
11 our control.

12 MR. LIGHT: Can you explain why the
13 customer wants --- if it's under your control,
14 why does the customer care if --- why does the
15 customer care so much about having a containment
16 facility there? Is that because it's still their
17 product and they're responsible if there's a
18 leak, or what --- can you explain that?

19 MR. KAHLER: Yes. I mean, it would be
20 our liability, but to have their name associated
21 with it. I mean, they don't want to have ---
22 especially with herbicide and the bad name it

1 has, I'm speaking --- assuming this is one of the
2 reasons they're so protective of it, why they
3 don't want their name said through this
4 proceeding, as well, is they just don't --- they
5 don't want their name out there with all the bad
6 rap that herbicide has today. So, if we had a
7 spill --- we're located right in the middle of
8 town, right by residential areas and situated
9 where, you know, it's not an industrial park or
10 anything. So, just for, I would say, common
11 protection, and to make sure if anything were to
12 happen, we're well protected, and we could
13 handle, you know, any worst-case scenario that
14 would happen.

15 Our storage facility, the EPA has
16 requirements on containment there, and we went, I
17 think it was 300 percent above what the EPA
18 required there, just to go along with goodwill
19 with our customer, to make sure they understood
20 we went above and beyond, which is more than
21 normal requirements that we have safe handling
22 and storage of their product and that we're the

1 preferred vendor of choice.

2 MS. GRAAB: We understand that your
3 facility doesn't have an unloading track, but
4 that the cars remain on the lead. Can you explain
5 how this situation came about?

6 MR. KAHLER: Again, this --- we were
7 doing rail before I came back. I don't know how
8 the initial setup was. It's the only way we've
9 ever unloaded cars, and it would --- you know, it
10 was asked if we had some other options. We looked
11 --- we've had plans to put in a spur onto our
12 land ourself, and that's more upon waiting on
13 customers and, you know, our future growth; we'd
14 like to have that. But none of that's --- we
15 can't get anything in writing from our customers
16 on commitments at this time. But that's been our
17 long-term plan, is to put a spur onto our land.

18 I know we talked to TP&W a couple of
19 years ago, and we were going to put kind of just
20 a jog-around so that way at least if we were
21 unloading on that main lead, there was rail to go
22 around our unloading bed, because there's only

1 one customer that's down more at the buildings.
2 That's at the end of the rail, and they were only
3 getting one car a month, so it wasn't ever
4 inhibiting any service from --- why it was never
5 really needed. In our responses what we heard,
6 that it was never that big of a push, that we
7 were able to do it, and didn't cause any
8 problems.

9 MR. BINET: Okay.

10 MS. GRAAB: Does anybody have any
11 follow-up on that? Okay. We're going to
12 transition to talk a little bit about TP&W's
13 offer for substitute service. So, the first
14 question would be directed at TP&W.

15 If whoever is responding could just
16 give their name first so that we know for the
17 transcript who's answering the question.

18 In the filings that we received, we
19 understand TP&W offered substitute service to
20 Fort Transfer prior to this proceeding being
21 opened. Could you just provide a general overview
22 of what exactly was offered and when, including a

1 description of which parties would bear what
2 specific costs?

3 MR. GRANTHAM: Yes, this is Ross
4 Grantham, General Manager, TP&W. And it was in
5 October when I met with Mr. Taylor, and I had
6 Brett Smith, our Marketing Manager, with me, as
7 well, at that conversation. And it was Brad's CFO
8 was also there, I want to say Brian was his name.

9 MR. KAHLER: Correct.

10 MR. GRANTHAM: The four of us sat down
11 and we discussed --- you know, I had arrived at
12 TP&W in July. So, of course, canvassing the
13 railroad over the first couple, few months that I
14 was there, a big part of my job, of course, going
15 down the Morton Line and riding the trains on the
16 Morton Line seeing the concerns that I had with
17 the Morton Line in its current condition. You
18 know, there's a lot of work to be done. How we're
19 responding to the customers was a big concern of
20 mine. So, of course, that led me to this
21 conversation with each of our customers on that
22 line. And when I sat down with Morton, or Fort

1 Transfer, I'm sorry, Fort Transfer, you know, I
2 was very candid. You know, I explained to them,
3 you know, my concerns on the line that we had
4 with the line, and just asked if they were
5 receptive to a new change, or a new idea of
6 unloading their cars, which was a transload
7 facility in East Peoria.

8 Mr. Kahler said they had tried that,
9 you know, a few years ago, and that wasn't going
10 to work; not that they tried it, but I guess the
11 TP&W maybe addressed that. He said they thought
12 about doing that. He said it just wouldn't work,
13 and so, of course, my question was, why do you
14 think it wouldn't work. I think this is a great
15 opportunity to grow your business, because the
16 way it moves out here right now, the cars sit for
17 quite a while. I mean, sometimes a few days,
18 sometimes a couple of weeks before the cars even
19 move. So, the idea was we can get you to East
20 Peoria where we can handle your product and get
21 it to you. And if there's anything that we can do
22 to help you move that along, you know, let us

1 know. Let's talk about it, you know.

2 At the end of the meeting I said, any
3 ideas that you have, you know, I'll get back to
4 you in a week or so. Any ideas that you guys come
5 up with or concerns that you have, just call me,
6 and we can talk about it. But, you know, I want
7 to start brainstorming the idea of a transload at
8 East Peoria. So, that was the conversation in a
9 nutshell.

10 MS. GRAAB: And was there any
11 discussion about how that would be paid for?

12 MR. GRANTHAM: You know, when we talked
13 about, you know, what we needed to do to help, I
14 said, you know, if we need --- if we, being the
15 TP&W, needed to put in tanks, 20,000-, 10,000-
16 gallon tanks to store the product, or if we
17 needed to help their drivers become certified, or
18 get their CDLs, if there's anything that we can
19 do to help ease the burden of moving over to a
20 transload, I did offer that up. And, you know, I
21 would still offer that up today. In my mind, I
22 want the customer to be satisfied. It's about

1 him, so that was the whole idea, was I don't want
2 this to be a burden for you. I want you to be
3 successful, and I want to increase your business.
4 That's all I was really trying to get across to
5 Mr. Kahler.

6 MS. GRAAB: Did you all discuss this
7 offer in February 2015?

8 MR. GRANTHAM: There was a quick
9 conversation when we had to pull the line out of
10 service due to safety reasons. You know, I called
11 both my customers there and told them that the
12 line was temporarily out of service, or
13 indefinitely out of service. And, you know, I
14 mentioned to Jeremy Latham over at Morton
15 Buildings, I said, hey, you know, we've got
16 trucks that we're able to continue your service.
17 You know, that's how we're handling his business
18 now. When I talked to Brad, I told him it was out
19 of service. It was just a quick conversation
20 between he and I. And, you know, I said is ---
21 you know, can we get trucks over here to unload
22 your product? You know, we can go back to the

1 transload, you know, temporarily until we figure
2 out what we're going to do with the line? He
3 said, no, that's not going to work. And that was
4 the end of our conversation.

5 MS. GRAAB: I have a few follow-up
6 questions on that, but I just want to see if Fort
7 Transfer has any additional facts to add to that.

8 MR. KAHLER: On the conversation in
9 February, there was never an offer of transload
10 that I recall from the conversation. It was 10
11 seconds of sorry, but the line is not --- however
12 he said it, it's not good news, but the line is
13 out of service, and that was it. There was never
14 an offer to transload.

15 MS. GRAAB: Going back to TP&W, when
16 you all discussed the offer for substitute
17 service in October 2014, did you all discuss the,
18 you know, containment pit that Fort Transfer has
19 on site, and whether there were any concerns with
20 not having that in the offer for substitute
21 service?

22 MR. GRANTHAM: This is Ross Grantham

1 again. No, ma'am, there was no conversations
2 between Brad or myself about that in October. You
3 know, internally, I, you know, of course had
4 inquired and had some concerns about how they did
5 things, but there was never a conversation
6 between he and I about that.

7 MS. GRAAB: Okay. And did you all
8 discuss how liability risks would be allocated
9 under TP&W's proposed substitute service?

10 MR. GRANTHAM: No, ma'am, we did not
11 discuss that. Again, it was a scratch the
12 surface-type conversation, so the details, we
13 never got to that point.

14 MS. GRAAB: I understand. Transitioning
15 to some of the issues that Fort Transfer raised
16 in their filings regarding TP&W's proposal that
17 was offered in October 2014. Fort Transfer has
18 raised a number of concerns regarding the
19 substitute service, and we have some specific
20 questions related to those.

21 So, for Fort Transfer, in your filings
22 you state that your customers, two of your

1 customers, which I understand is all of Fort
2 Transfer's customers, do not allow Fort Transfer
3 to transload at non-approved sites. Is there any
4 way that Fort Transfer could work with their
5 customers to modify this restriction or address
6 these concerns?

7 MR. KAHLER: Yes, on the long term. I
8 know the one customer brings in the majority,
9 their concern is --- when they said they dealt
10 with this in the past, it's a year-long process
11 if they find a place that's approved. But it's
12 not a path they want to go down, but it is an
13 option. So, they have said it's just a lengthy
14 part with their legal and safety or HSE
15 Department.

16 MS. GRAAB: So, there's no way for that
17 customer to work out some sort of temporary
18 option?

19 MR. KAHLER: No, not -- from the
20 conversation I had with them, no.

21 MS. GRAAB: Was that conversation
22 recent?

1 MR. KAHLER: Yes. Yes.

2 MS. GRAAB: Within the past month or
3 so?

4 MR. KAHLER: Oh, yes. I mean, since all
5 this has been happening.

6 MR. LIGHT: So, if the substitute
7 service were to take place, what would your
8 customer do?

9 MR. KAHLER: In regard to transloading?

10 MR. LIGHT: Yes.

11 MR. KAHLER: I mean, they --- from what
12 I gathered from the conversation is they wouldn't
13 allow us to transload if they're not --- if they
14 don't have an approved site. So, I mean, I don't
15 --- I guess, I don't understand. They wouldn't --
16 - if that was our only option, then they would
17 have to take their rail somewhere else, and
18 storage somewhere else for the short term.

19 I mean, we've told them, hopefully,
20 this is a short-term problem and we have a long-
21 term solution, so let's just get through however
22 quick we can, and get this resolved, is what I

1 told them. You know, we're moving to get this
2 resolved quickly so we can give you an option,
3 but they don't see it as an option now. I mean,
4 they're shipping cars to our competitors at this
5 point, and having them handle it for the time
6 being.

7 MR. O'CONNOR: Yes, just a quick
8 question. I see that on the record, the fact that
9 you talk about some unique benefits that you have
10 for the transloading that takes place at your
11 facility, and clearly, the containment facility.
12 But is it also, too, a cost issue? I see that
13 there's some differences in how the equipment
14 that you use, and the licensing of some of the
15 people --- is that part of it, too, Brad?

16 MR. KAHLER: Yes. On our site, where
17 the rail is and where our storage is, is
18 distance-wise maybe not even a tenth of a mile.
19 But we do have --- we have to put the product
20 into tank trailer cars, tank trailer truck by
21 going on the road, tank trailers, unload it into
22 there through the containment, and then we put it

1 into our storage site, and unload it there in the
2 same kind of containment area situation. So,
3 we're able to run --- it's all on our property.
4 We're not going on any roads and, as I said in my
5 statement, that is --- you know, we're able to
6 use our shop employees, our employees that work
7 in the storage facility to do that, so they're
8 non-CDL people. We're also able to load the
9 trailers up to the brim, put as much weight on
10 them as we can so it doesn't take as much
11 compared to a transloading. So, that's our
12 advantage there.

13 I mean, we can do it on our time. We
14 do it as fill-in work for these guys. It's not a
15 schedule. We just know if we get them before the
16 rail comes in next, or whenever our customer
17 requires them to be unloaded, is all --- is the
18 deadline that we have to meet for them.

19 MR. O'CONNOR: Thanks, Brad.

20 MS. GRAAB: Going --- I think part of
21 what was raised in that last question was larger
22 than just the employees actually transporting the

1 product once it arrives to the storage facility.

2 I know Fort Transfer mentioned several unique
3 benefits that their current setup offers,
4 including the fact that there's not enough
5 available driver resources, and other issues.

6 MR. KAHLER: Yes, the driver issues is
7 a large one. I mean, right now as a company,
8 we're probably --- not probably, we are 35
9 drivers behind our current needs just to service
10 our current customers. The overall industry,
11 there's an enormous driver shortage, so right now
12 whoever has the drivers gets the business that
13 we're trying to service our customers with. And
14 with the ag and the spring season coming, our
15 only benefit is it's then cold longer than later,
16 so we're lucky in that regard. But once it warms
17 up and the farmers get in the field is where we
18 have an enormous need for drivers, so it would
19 take CDL-qualified drivers to be able to
20 transload if that were an option from a site in
21 East Peoria where TP&W is at to move that
22 equipment back. It takes four loads per one rail

1 car to unload it to bring it to us. So, I mean,
2 to have the resources available to do that, to
3 pull somebody out that we would be using today to
4 make customer deliveries and do what we're paid
5 to do by our customers, to substitute that just
6 to be filling our gap of transloading, I just ---

7 I don't see how that's a real viable option. I
8 mean, we don't have the drivers to do our current
9 work today, and that's a --- that was a huge
10 restriction, as well, that I pointed out; that,
11 what we're able to do, and what TP&W asked is how
12 can we transload on our site, but we can
13 transload in East Peoria's, is not really
14 comparing apples to apples, you know. We're not
15 using CDL-qualified guys to do it on our own
16 facility which would be needed to do it on the
17 roads and take up that resource that we would
18 need to either delivering that product once, you
19 know, we get the orders for it or doing our other
20 business transportation, as well.

21 MS. GRAAB: TP&W, in the filings
22 there's an indication that TP&W's offer for

1 substitute service is at TP&W's cost. Do you have
2 any response to what Fort Transfer's concerns are
3 as to these unique benefits: that being the non-
4 CDL drivers and the lack of drivers, some of
5 those issues?

6 MR. LONG: This is Gary Long. I'll
7 answer that. Our intent would be to operate the
8 transload as a TP&W operation, so we would have
9 an operator provide the transloading, as well as
10 the trucking operation, and to provide the
11 product to them on site. So, we wouldn't
12 necessarily require the resources of Fort
13 Transfer to bring the product to them for their
14 tanks.

15 MS. GRAAB: Thank you. So, Fort
16 Transfer, does that resolve those concerns?

17 MR. KAHLER: So, if they were able to
18 supply the transload options with another
19 carrier? That's what --- that's the first I've
20 heard of that as the alternative. You know, that
21 would, again, have to be approved by our
22 customer. We never approached them with that as

1 an option because they have to approve the
2 carriers, and who hauls for them, hauls their
3 product. And, again, where liability would stand
4 with that, so I can't answer that on their
5 behalf. You know, it's up to our customers on who
6 touches their product and who hauls it.

7 MS. GRAAB: So, for Fort Transfer
8 again, to be clear, when you spoke with your
9 customers, the offer --- and relayed TP&W's
10 offer, it was not --- you had not discussed with
11 them the situation where TP&W would actually
12 bring the product to your site directly?

13 MR. KAHLER: Correct. Yes, no, I ---
14 that's the first I heard that that was an
15 option.

16 MS. GRAAB: So, for TP&W, is that
17 characterization fair?

18 MR. BINET: And, also, our --- can I --
19 just a follow-up to that and say are you in a
20 position to be able to provide kind of all of
21 that relevant information that Fort Transfer
22 would need to go to their customers, in a short

1 amount of time?

2 MR. LONG: This is Gary Long, again.
3 We've had some discussions with some carriers. We
4 don't have all the details behind that.
5 Obviously, this would be one of the discussions
6 and the arrangements we'd want to have with Fort
7 Transfer as we go through it, understanding those
8 requirements. But the answer is yes, we would
9 work directly with Fort Transfer to understand
10 all the requirements, and all the certifications
11 in order to be able to provide the service to
12 them that I explained before.

13 MR. BINET: Thank you.

14 MR. KAHLER: That still poses the
15 problem that East Peoria is not an approved
16 transload site for our customer. But that's a
17 year-long process. It's not year-long, it's going
18 to take a year for them --- if they get through
19 our customers HS&E program.

20 MR. BINET: Do you know --- can you
21 kind of elaborate on why you think it --- why it
22 would take a year? And if you don't know, I

1 understand, but ---

2 MR. KAHLER: I don't. I mean, they're
3 a large corporation. Things move slow. I mean,
4 for us to get approval through them to get any
5 kind of contracts, I mean, nothing happens
6 quickly with them. So, their HS&E is what our
7 contact says is their, I believe it's Health
8 Safety and Environment Program, is just
9 backlogged, and for them to get out and approve
10 it, he said it's just not a short --- there's no
11 --- they're not going to go out of their way to
12 help us either, because they see it as our
13 problem more than their problem.

14 MS. GRAAB: So, even with the new
15 understanding of TP&W's offer, you're saying that
16 your customer couldn't accept it until they
17 perform the one-year review of the site.

18 MR. KAHLER: Yes. Again, it doesn't
19 take a year, but it's a year's time, is what
20 they're estimating what it would take until they
21 could approve it.

22 MR. BINET: And you were saying that

1 they have shifted their business to other
2 facilities that have already undergone the
3 approval process?

4 MR. KAHLER: Yes, like our competitor,
5 another storage facility, that's where they're
6 shipping some of it now. You know, their concern
7 is when they get full, or they're at a point, you
8 know, then what are their options? They're saying
9 we can buy some time right now and ship them, and
10 they have I don't know how many facilities, maybe
11 five through the Midwest, that they can ship some
12 product to to help at least get by for the short
13 term.

14 MR. BINET: Okay.

15 MR. KAHLER: The closest competitor is
16 in Farmer City, and that's about 60 miles from
17 where we're located. And that's one of their
18 storage facilities that they store product at.

19 MS. GRAAB: How long do you think you
20 have --- what is the time frame that you have to
21 resolve this issue for that customer?

22 MR. KAHLER: I mean, we --- they wanted

1 it done yesterday, you know, so we're trying to
2 gently tell them it's coming, and trying not to
3 upset them as a customer. You know, we told them
4 the long term that there is --- you know, this
5 isn't going to be a problem. We're just, you
6 know, a little hurdle here, and we're trying to
7 play the buffer in between, kind of, what's all
8 going on. And they keep saying it's your problem,
9 you know, you guys need to fix it. You're our
10 customer.

11 MS. GRAAB: Fort Transfer says in its
12 filing that if this situation isn't resolved, it
13 will hinder Fort Transfer's growth potential in
14 Morton. Could you elaborate on that a bit?

15 MR. KAHLER: And I mentioned a little
16 bit before, we looked at putting in a spur, and
17 we have some other customers who have wanted
18 additional storage either with some new products
19 they're coming out with. Same --- most of them
20 are in the herbicide world. We're, obviously,
21 centered right in the middle of a lot of corn
22 ground, so we've met with different customers the

1 last couple of years that have looked at either
2 developing new products in the next --- There
3 may continue to be delays but, you know, the next
4 couple of years where they roll out some new
5 products that can't be with some other old
6 products.

7 So we've looked at building storage
8 that would be adjacent to the rail spur that
9 would come into our facility so we could unload
10 directly onto there, which is, obviously, ideal.
11 And that, for us, allows the storage opportunity
12 and the trucking, because if we get the storage,
13 then we usually do the trucking out to the farms
14 and deliver that product, as well. So, it's our
15 two businesses we do, storage and trucking, so
16 that's what our future plans are, and where we
17 continue to push with those customers, because
18 that's the advantage we have over the Farmer
19 City, our closest competitor.

20 They don't have trucking, so they're
21 just storage, and so that's our competitive
22 advantage, is we can store and truck, and then we

1 get all the benefits with the driver's hours of
2 service to be able to do that unloading, and load
3 those guys so they can get product out. Because,
4 obviously, the spring is the big season and
5 hitting their needs during that time.

6 MR. LIGHT: For TP&W, just to make sure
7 the record is clear, is there any sort of
8 containment facility at the East Peoria yard
9 where this transloading would be done?

10 MR. LONG: Ross, explain that.

11 MR. GRANTHAM: Okay. This is Ross
12 Grantham. Currently, at East Peoria yard we have
13 a track identified. There is no plan of spill
14 containment as of yet. We do have an area at East
15 Peoria yard that is more than capable to handle
16 that product, and to install spill containment.

17 MR. LIGHT: I assume it takes quite a
18 while to install one of these containment pits.
19 Is that correct? Does anyone have any information
20 on that?

21 MR. LONG: I don't know how long that
22 would take, so I couldn't tell you that.

1 MR. LIGHT: Fort Transfer?

2 MR. KAHLER: I can't answer that. I
3 don't know how long ours took. Again, ours was in
4 place before I came back. I mean, it's a large
5 concrete structure that's in the ground. It's not
6 a simple project, and I know we have drawings of
7 it so we had to get some kind of either --- I
8 mean, we're not in the same city as TP&W, but we
9 might have had to have gotten city approval for
10 it, to build it.

11 MR. BINET: Does it fit one truck at a
12 time, more than one truck?

13 MR. KAHLER: Just one, so it's ramp
14 that goes down to the concrete. There's a trailer
15 that sits on top of it that's more the
16 containment, so if the trailer we back down,
17 that's the one we load, so if it spills it's in
18 this concrete barrier. And the one that's sitting
19 here is in case this one spills and this starts
20 filling up, or the rail car does, we can pump
21 product into that to continue to have more
22 containment, so we can hold more than what's in

1 just that concrete pit. So, the other trailer
2 sitting there is just for safety reasons.

3 MR. BINET: Okay.

4 MR. KAHLER: So, it fills the excess,
5 so if that pit fills up, it doesn't start running
6 out of the pit.

7 MR. BINET: Okay.

8 MR. KAHLER: And there's, you know, a
9 grade in it, and I don't know how far it goes
10 down, maybe three or four feet down at the bottom
11 that we pull over so there's --- you know,
12 catches it all down there. And then when we're
13 unloading, we put a pan, a steel pan underneath
14 the rail car and connect the hose to it, to that
15 pit, so if the rail car leaks, or the valve on
16 the rail car leaks, it falls into that pit, and
17 then gets connected to a hose that runs into that
18 concrete containment area. So that, again, if
19 the rail car is full and something happened, you
20 know, we'd be able to start unloading it into
21 tank cars and not get it into any of the
22 environment around us.

1 MR. BINET: Okay.

2 MR. HOCKY: This is Eric Hocky, if I
3 can just interject one thing, because there was a
4 mention about approval. Assuming that the work is
5 all being done by the railroad in the --- or on
6 behalf of the railroad in the railroad's yard,
7 there should not be any state or local permitting
8 or approval under, you know, all the preemption
9 cases. You know, it would be constructed, you
10 know, to best practices, and to meet standards,
11 but there should not be a permitting, at least a
12 local or state permitting issue.

13 MS. GRAAB: Thank you. Fort Transfer,
14 your customers, both of the two customers would
15 still need to undergo the approval process, their
16 company's approval process for the site, though.

17 MR. KAHLER: Yes. The large one I know,
18 I wish I had my notes because the other customer
19 had sent me an email, and I don't have that with
20 me, what their approval process is, or how long
21 that would take, so I can't recall. I don't
22 remember what that said. I apologize.

1 MS. GRAAB: Unless anyone has something
2 to add to that, we're going to move on to a
3 couple of new topics. Fort Transfer, you state
4 in your filing that you're projecting a loss of
5 about a million dollars in annual storage fees if
6 you can't utilize rail service. How is that
7 figure developed, and do you have any
8 documentation that could support that figure?

9 MR. KAHLER: That figure is from our
10 storage revenue that we have with the customers
11 that bring in product by --- those two customers
12 we've been talking about that we bring in by
13 rail. And that's their --- that's what we have in
14 contract with them, that we generate annually
15 having the storage and having the rail access,
16 which is why they've chosen us, is to be able to
17 ---

18 Because most of the product is
19 manufactured down in Louisiana, and so,
20 obviously, the cost savings on railing it
21 compared to trucking is what they're looking for,
22 as for storage locations. So, Farmer City allows

1 that, so if they're not railing it up, they have
2 to pay for the trucking which, again, is four
3 trucks to one rail car. And it's just a
4 significant savings, so they're going to look at
5 wherever they can store product that allows them
6 to bring rail into it.

7 I mean, we haven't received any
8 letters saying as of any of this development
9 saying if you don't get this figured out your
10 contract is in jeopardy to those degrees, if
11 that's what you're specifically asking. So, no, I
12 don't have an email or anything in writing from
13 them saying you're going to lose all your storage
14 if you don't get this figured out.

15 Because, again, we told them this is
16 a short-term problem and, you know, the long-term
17 solution is we're going to continue to have rail,
18 and we're going to have this as an option, is
19 what we told them, this is what we hope is the
20 outcome, so they've been okay with that.

21 MS. GRAAB: So, assuming as a
22 hypothetical for a moment that your customers

1 approved East Peoria as a site and TP&W --- and
2 they approved TP&W's offer for substitute
3 service, hypothetically, that one million dollar
4 number would change. Correct?

5
6 MR. KAHLER: That's just our --- I
7 guess I don't understand ---

8 MS. GRAAB: Your projected losses
9 would, presumably, change if you were able to
10 accept TP&W's offer for substitute service and
11 have them bring the product directly to your
12 facility.

13 MR. KAHLER: And maybe I'm not
14 understanding, but that figure is what we get in
15 storage rental, whether we're bringing any
16 product in or not. It's for the tanks that they
17 have to store there, so hypothetically if they
18 brought in product, you know, through all the
19 approval processes, that figure would not change.
20 I mean, that would still --- that's what we
21 generate from storage.

22 I believe in --- I don't know if you

1 have those notes, and maybe that figure might be
2 some of the transload. We do bill our customers
3 to transload for that process that we have our
4 people transloading on our own site, so we charge
5 them per rail car just to bring it, once it's
6 here, to unload them into our facility. So, it's
7 some of that figure, which is a small amount,
8 might be that portion. So, that potential would
9 be lost, but that's not the large part of that
10 figure. The large part of that figure is the
11 storage, again. I apologize, I didn't bring all
12 of our figures with me.

13 MR. FORSTALL: All right. So, Brad, let
14 me get this straight. This figure basically
15 represents how much you lost, or would lose if
16 you were without rail service for a year's time.
17 So, if they brought you a product in a truck, how
18 would you handle that, and how would that process
19 of handling that inbound material in a truck
20 differ from you receiving --- handling that
21 inbound material in a truck?

22 (Simultaneous speaking.)

1 MR. KAHLER: -- what I'm saying there
2 is the potential loss of that figure would be is
3 if we didn't have rail, and they said we're going
4 to find a place to store product that does allow
5 us to rail in.

6 MR. FORSTALL: Right, sure, sure.

7 MR. KAHLER: That's that loss. So right
8 now, we bring in some of the product by truck,
9 because they can't handle it all in the timeline,
10 sometimes that it takes to meet whatever their
11 needs are for the upcoming season. We do truck
12 some of that in, and some of our other companies
13 truck it into us, as well.

14 MR. FORSTALL: And now when you truck
15 the product --- or you bring product in by truck,
16 then you're actually moving the product directly
17 from that truck into your storage facility, and
18 not having to transload in the pit ---

19 MR. KAHLER: Correct.

20 MR. FORSTALL: --- as you would ---

21 MR. KAHLER: But our unloading facility
22 is indoors. It's ---

1 MR. FORSTALL: Right, right, right.

2 MR. KAHLER: --- in containments, you
3 know, more stricter than the one by ---

4 MR. FORSTALL: Right.

5 MR. BINET: And when you say bring in
6 by truck, you're talking about bringing it from
7 Louisiana, wherever the manufacturing site is?

8 MR. KAHLER: Yes.

9 MR. BINET: Okay.

10 MR. O'CONNOR: So to be clear, just for
11 me, I'm sorry. And I think, Brad, you've already
12 said it, but I just want to make sure that I
13 understand it, that approximately one million
14 dollar loss figure, that is the universe of the
15 storage fees that you would have for one year, so
16 that is, essentially, if, in fact, you didn't
17 have anything stored in there. Is that correct?

18 MR. KAHLER: With those two customers.

19 MR. O'CONNOR: Yes, yes.

20 MR. KAHLER: Correct.

21 MR. O'CONNOR: Okay. All right. Thank
22 you.

1 MR. KAHLER: Yes, if they took their
2 storage to our competitors, that's what we would
3 lose.

4 MR. LIGHT: Can I just ask? You know,
5 we talked a little while ago about your
6 objections to the offer of substitute service. To
7 what extent do those apply only to the hazmat
8 materials, because you said 50 percent of what
9 you receive is non-hazmat. Is that correct?

10 MR. KAHLER: Yes.

11 MR. LIGHT: So that whole containment
12 facility, I assume, that doesn't apply at all to
13 salt water and non-hazardous service, or does it
14 apply to those?

15 MR. KAHLER: Correct. The salt water
16 product is the one customer. Again, that's the
17 minority of what's brought in. I wish I had that
18 email, of explaining what their process is for
19 approval. I can't speak on that salt water's
20 behalf. The herbicide, you know, whether it's
21 hazardous or not, because actually some product
22 is only hazardous in a rail car, and it's not

1 hazardous once we make the volume less than
2 whatever that number is, that it requires in a
3 rail car.

4 And it's more that this --- I mean,
5 whether it's hazardous or not, this product
6 getting into the water streams or anything else
7 is not good for the environment. I mean, they
8 don't want --- we're right next to a water
9 retention pond for the city, that's right along
10 that same line so, you know, to let a lot of herb
11 --- you know, whether it's hazardous or not, if
12 herbicide went into that water retention, or did
13 any damage there, you know, it's for protection
14 for them and for us.

15 MR. LIGHT: So, your customer's
16 objections apply to all of your products, all of
17 the products you store, or what percentage would
18 you say?

19 MR. KAHLER: I guess --- can you ask
20 that again?

21 MR. LIGHT: You say your customers
22 object to any sort of transloading at a non-

1 approved site. Does that apply to all of your
2 products that you receive by rail, or just some
3 percentage?

4 MR. KAHLER: For that particular
5 customer?

6 MR. LIGHT: I'm saying for all of the
7 product that you receive by rail.

8 MR. KAHLER: All of our product we
9 receive by rail?

10 MR. LIGHT: What percentage of that is
11 --- is there some objection from the customer of
12 yours?

13 MR. KAHLER: All of it. It's ---

14 MR. LIGHT: Even the salt water?

15 MR. KAHLER: Well, again, that's the
16 other customer that I don't have that email
17 saying what their approval process is for
18 transloading. So, I'm only speaking on the
19 customer that's the herbicide behalf, which is 80
20 plus percent of what comes in that's by rail.
21 And, yes, that's what they said across ---
22 whether it's hazardous or not, all their

1 products that they're bringing by rail they have
2 to approve the site for transloading.

3 MR. BINET: And do you know anything
4 about how long their approval process is? Is it
5 different, is it the same?

6 MR. KAHLER: The salt water?

7 MR. BINET: Correct.

8 MR. KAHLER: I don't --- I can't --- I
9 don't know. I --- again, I don't know if we ---
10 if you have any copy of that email?

11 MR. STREETER: I didn't bring it.

12 MR. KAHLER: Okay.

13 MR. FORSTALL: At this point, though,
14 the non-hazardous material is being handled in
15 exactly the same manner as the hazardous material
16 at your site?

17 MR. KAHLER: Correct.

18 MR. FORSTALL: That is, everything is
19 loaded into the pit, or unloaded into the pit.

20 MR. KAHLER: Correct.

21 MR. FORSTALL: And then you transload
22 it back to your storage facility in the same

1 fashion?

2 MR. KAHLER: Yes. Everything is handled
3 the exact same whether hazardous or not, in our
4 mind. And, again, some of the herbicide is non-
5 hazardous, as well, so it's --- and it changes
6 from being hazardous to non-hazardous as soon as
7 we unload it from the rail car. I don't
8 understand that, but that's not what we're here
9 to discuss.

10 MS. GRAAB: Well, we've been at it for
11 almost an hour, so if we could take a 5-minute
12 break or so, and say everybody's back on the call
13 at 10:00, give everybody a quick break and then
14 we'll get started again.

15 MR. HOCKY: Is it okay if we hang up,
16 and it'll be available to dial in again ---

17 MS. GRAAB: Absolutely.

18 MR. HOCKY: --- with our cell phones
19 and whatnot?

20 MS. GRAAB: Of course.

21 MR. HOCKY: Okay. Thank you.

22 MS. GRAAB: Thanks.

1 (Whereupon, the above-entitled matter
2 went off the record at 9:52 a.m., and resumed at
3 10:01 a.m.)

4 MS. GRAAB: Back on the record. Are we
5 waiting on anybody to return? We have NS, Keokuk
6 Junction?

7 MR. LaKEMPER: Keokuk Junction is here.

8 MS. GRAAB: NS? Is anyone from Norfolk
9 Southern on the line?

10 MS. PARKERSON: Sorry, we're all here.

11 MS. GRAAB: Okay, thanks. And TP&W?

12 MR. GRANTHAM: We're here.

13 MS. GRAAB: Okay, great. We're going to
14 move on and ask some questions about --- some
15 additional questions about the discussions
16 between TP&W and Fort Transfer in fall, October-
17 November 2014, and then also in February 2015.
18 We'll start with some questions for TP&W.

19 When you initially contacted Fort
20 Transfer in October 2014, and based on the
21 record, I believe TP&W has indicated there was
22 also a conversation in November 2014, what was

1 discussed regarding the condition of the line,
2 and why --- and TP&W's concerns regarding the
3 status of the line?

4 MR. GRANTHAM: Yes, ma'am. This is Ross
5 Grantham. That conversation in October when we
6 all sat down together really, again, was due to
7 the fact of the condition of the line, and just
8 the concerns that we had operating on the line.
9 And then, of course, the cost associated to
10 maintaining and keeping the line up. And, of
11 course, the volume of cars that we're moving with
12 our two customers on the line.

13 You know, we didn't get into great
14 detail, you know, with Mr. Taylor at Fort
15 Transfer, or did I with Morton Buildings. Just,
16 you know, very general, that the line is in very
17 poor condition, that it is in need of a lot of
18 maintenance. And, you know, just kind of planting
19 the seed, and checking the temperature is what we
20 were doing. How would you feel, you know, to set
21 up a transload facility at East Peoria? You know,
22 because candidly, this is where we're at.

1 So, yes, that was a very real and up
2 front part of the conversation. But, again, it
3 wasn't hey, we're doing this. This is --- it was,
4 you know, what are your feelings about this? I
5 wanted to gauge the temperature there.

6 MS. GRAAB: And --- go ahead.

7 MR. BINET: So, I wanted to ask a
8 follow-up. Did you discuss, at any point during
9 those conversations, the possibility of
10 abandoning the line?

11 MR. GRANTHAM: No, we did not. You
12 know, we --- again, the conversation was just
13 more feel it out, how do you guys feel about
14 this, if we can do this for you? We can make this
15 work, we can keep business current as is, we can
16 grow the business. I'm confident of that. The
17 abandonment never came up. It was just the
18 condition of the line, and this is why we're
19 sitting down and having this conversation. That
20 was the tone with the customers.

21 MR. BINET: Did you talk about any
22 costs, any estimates or the cost to repair?

1 MR. GRANTHAM: No, sir, we did not.

2 MR. BINET: Thank you.

3 MR. FORSTALL: Did you talk about any
4 alternatives that would provide for continued
5 rail service?

6 MR. GRANTHAM: You know, again, it was
7 a think tank at the table that day. You know, I
8 had my thoughts around it. And, again, these were
9 my thoughts, you know, without even getting
10 approval from Mr. Gary Long, our Senior Vice
11 President. But, you know, I felt confident with
12 my thoughts and, you know, where we were going
13 with that, which was, you know, if there's an
14 alternative, a trucking company, us coming up
15 with a solution, us maybe paying for your current
16 drivers to get their CDLs and certifications. You
17 know, I was very up front with owning that cost,
18 you know, to keep the burden off of them.

19 MR. FORSTALL: So, let me clarify. The
20 answer to my question is no. Is that correct?
21 That there was no discussion of alternatives
22 going forward that would provide for continued

1 rail service. Is that correct?

2 MR. GRANTHAM: No, sir, that's not
3 correct. Again, I threw out a few options.

4 MR. FORSTALL: And other than the
5 transloading option, what were the other options
6 that you threw out?

7 MR. GRANTHAM: Well, transloading, that
8 being a number of issues regarding the transload
9 operation. So, if you're asking transload-
10 specific, yes, that's all that was talked about.

11 MR. FORSTALL: Thank you.

12 MS. GRAAB: Were there any discussions
13 about the profitability of the line?

14 MR. GRANTHAM: We talked about the line
15 in its current state, and that it was a high
16 maintenance cost. Yes, ma'am.

17 MR. BINET: But that --- but you ---
18 when I asked you about the cost to repair, you
19 said that you did not discuss the cost to repair.
20 But now you're saying that you did discuss the --
21 -

22 MR. GRANTHAM: No, sir. When we talked

1 about cost, specifically cost? No, sir, we didn't
2 talk specific cost. What we talked about was the
3 cost in very general discussion, what it cost us
4 to maintain the line versus the product that
5 we're moving, the cars that were safe. It was a
6 very --- you know, looking at our volumes,
7 looking at the cost of the line, and that was
8 very general conversation. No numbers were thrown
9 out.

10 MR. BINET: Thank you.

11 MR. GRANTHAM: You're welcome.

12 MR. LIGHT: And after you raised the
13 possibility of transloading, what did Fort
14 Transfer say to you?

15 MR. GRANTHAM: I'm sorry, can you ask
16 that again, please?

17 MR. LIGHT: After you raised the
18 possibility of transloading, what did Fort
19 Transfer --- how did Fort Transfer respond?

20 MR. GRANTHAM: Well, the response was,
21 you know, they just didn't think it would work.
22 Again, they said several years this had come up,

1 that TP&W had tried this several years ago, or
2 brought the idea up, and it just wasn't going to
3 work.

4 MR. LIGHT: Did they say why?

5 MR. GRANTHAM: You know, in my --- yes,
6 I'm sorry, go ahead.

7 MR. LIGHT: I'm sorry. Did they say
8 why?

9 MR. GRANTHAM: No, sir, I didn't get a
10 good explanation. You know, of course, I kind of
11 probed a little bit further, you know, what are
12 your concerns? Why do you think it wouldn't work?
13 This is what I believe. You know, this is where I
14 believe you could actually be a little bit more
15 successful.

16 We talked about, you know, asset
17 utilization, you know, using less rail cars, any
18 demurrage costs you had associated to this would
19 be removed because the rail cars would spend, you
20 know, the dwell time on the rail cars would be,
21 you know, would be much better. You know, so I
22 was --- you know, those were the things that I

1 was throwing out, is, you know, hey, this is how
2 it could work. But there was no --- you know,
3 they couldn't tell me why it wouldn't work, or
4 what happened several years ago.

5 MR. LIGHT: So, they didn't mention
6 their customers' requirements, or approval
7 process, or the containment pit, or anything like
8 that?

9 MR. GRANTHAM: Not at that conversation
10 that I recall. No, sir.

11 MS. GRAAB: Would Fort Transfer like to
12 add anything to that?

13 MR. KAHLER: I would like to say my
14 recollection of the conversation in October when
15 they came in was, you know, paraphrasing was the
16 line is not profitable. We have to look at other
17 options for you, because --- I don't know if the
18 word "abandonment" was used, but they were not
19 going to be able to service you any more, so
20 we're going to look at: here's your other
21 options.

22 And what he's referring to as a

1 conversation in the past, that same conversation
2 came up just in the past, was we're going to have
3 to look at this because we don't make money on
4 this line, so we want to look at other options.
5 And at that point, it never went any further than
6 that. There were some different gentlemen that
7 were involved, and now they're no longer there.
8 So, that's what he's referring to as, you know,
9 hey, we --- you guys came to us with this in the
10 past. It's not an option. We need rail for our
11 business and our customers, and not having rail
12 here to service us, you know, that's --- we don't
13 see that as an option. Rail is our survival.

14 MR. BINET: When you say the past, how
15 many times, or how far back can you recall?

16 MR. KAHLER: I mean, it was three,
17 four, maybe five years ago that they approached
18 us and said something previously.

19 MR. FORSTALL: So, that was before
20 Genesee & Wyoming took over RailAmerica. Is that
21 correct?

22 MR. KAHLER: I don't know that exact

1 timeline, and I don't know when Genesee & Wyoming
2 took over.

3 MR. BINET: But they mentioned
4 profitability?

5 MR. KAHLER: I mean, three or four -- I
6 don't remember exactly before.

7 MR. BINET: Okay.

8 MR. KAHLER: I just --- I know they
9 said we're going to have --- you know, we don't -
10 -- this isn't working for us, so we want to
11 approach other topics. And that's when I started
12 learning about, you know, they can't go and
13 abandon a line, because we were concerned that
14 what are we going to do? And it was the first I
15 was ever aware of not having rail. You know, what
16 does that mean for our survival?

17 So, we looked at it, and we started
18 seeing --- finding out that, you know, they just
19 can't abandon a line, from the little knowledge I
20 researched on it. And when we started talking
21 about that, it went away, and then again it came
22 up again. And it wasn't a direct hey, we're going

1 to abandon this line. You've got to look at other
2 options. But it was reading between the lines,
3 hey, you know, we're not making money. We've got
4 to find another way to be able to continue the
5 services.

6 And we said that's --- you know, we
7 don't want to go down that path. We need the
8 service for what our customers' needs, for our
9 future where we have potential growth. Short-term
10 and long-term, you know, we need rail to continue
11 to survive as a company. I mean, our storage is
12 our most profitable piece of business, and what
13 we offer with storage and trucking, you know, we
14 don't ----- the trucking is a nice complement to
15 it, but that's --- again, as I mentioned before,
16 that's who we are as a company. I mean, we're
17 unique in the nature that we have storage and we
18 can deliver the product, especially to the Ag
19 industry, which is 40 percent of our overall
20 annual income, annual revenue.

21 MS. GRAAB: During the conversations,
22 or the conversation in October 2014 with TP&W,

1 did Fort Transfer offer any alternative proposals
2 to what TP&W raised?

3 MR. KAHLER: No, they had offered the
4 transloading. They offered putting some process -
5 -- putting some storage down there, and we never
6 --- again, we never --- we just scratched the
7 surface, as he said. It was just a simple talk
8 and hey, is this an option? And we just --- we
9 never proposed anything back. And we never saw
10 any details of it, and we never talked about the
11 burden of cost, or how long of a time frame, I
12 mean, they were looking at. So, it was just
13 surface talk about that.

14 MR. BINET: Can I ask a general
15 question, maybe help me understand why. You talk
16 about this --- you had a conversation in October
17 of 2014, but the next time we hear about
18 conversations is February of 2015. Were there any
19 conversations in between, or does anyone have an
20 explanation as to why there was a lag? If this
21 was such a serious concern, why weren't you
22 talking more?

1 MR. KAHLER: That was a question. I
2 know ---

3 MR. GRANTHAM: This is Ross Grantham.
4 There was just one other conversation that I was
5 not part of, but Brett Smith, our Marketing
6 Manager was part of, and that was --- he reached
7 out, you know, to Fort Transfer. You know, after
8 we left that meeting, again, I told Brad, I said,
9 hey, any ideas you guys have, you know, we can
10 revisit in a week or so. Just think of some
11 things and some options, alternatives, concerns,
12 you know. And we didn't hear back from them, so
13 Brett had called and finally got a hold of Brad,
14 and I guess the final answer was no, they're not
15 interested in a transload option and that
16 wouldn't work. That was the last conversation we
17 had.

18 Service continued as normal and, you
19 know, again, the line, in the condition that it
20 was in, and is in, that just worsened as the
21 winter went on. You know, so we operated as
22 normal, but that's probably why we didn't talk

1 again until February, because after the winter,
2 the condition worsened. So, again, the line was
3 pulled for safety reasons in February.

4 MS. GRAAB: When did Brett call Fort
5 Transfer?

6 MR. GRANTHAM: It was in November, I
7 want to say November 14th, I think is what my
8 email from Brett shows. So, it was about the
9 middle of November.

10 MS. GRAAB: Fort Transfer, do you have
11 anything?

12 MR. KAHLER: No, that's --- I don't
13 know that specific date, but Brett did reach out
14 and asked, you know, did you --- what did you
15 think? And we said --- again, I mean, we had no
16 details of what that plan was, but we don't see
17 that as an option. And that was the extent of
18 that conversation. We didn't hear anything else.

19 MR. LIGHT: So, when is the first time
20 Fort Transfer mentioned the specifics of its
21 objections to substitute service, another
22 transloading site, in terms of, you know,

1 customer approval, and drivers, and all that sort
2 of stuff?

3 MR. KAHLER: When is the first time?
4 Through this process.

5 MR. LIGHT: Through the process. When
6 it was mentioned first back in October, or
7 whenever when it was raised, why didn't you just
8 go through that with them?

9 MR. KAHLER: Because it just --- it
10 didn't seem like that was what was really going
11 to happen. They said, you know, if this doesn't
12 work out, you know, if we're not profitable ---
13 and we kept thinking, well, they can't just
14 abandon the line because it's not profitable in
15 our mind, so we said, you know, it just didn't go
16 anywhere. It was just surface talk; hey, we're
17 looking at options. We want to know anything, and
18 we said well, why don't we just ----- what's
19 wrong with just continuing the rail? So, we never
20 dived into any of the details. We didn't
21 understand what they were really offering. Again,
22 the cost burden of how everything was going to

1 work, we just --- it was very high-level
2 conversation of more the problem and we never got
3 into why we needed to defend, you know --- we
4 thought we were going to continue to get rail
5 service.

6 MS. GRAAB: This question is for TP&W.
7 Could you --- I know you said earlier that the
8 discussion in February of 2015 between TP&W and
9 Fort Transfer was shorter than the conversation
10 in October. Could you generally describe that
11 conversation, again?

12 MR. GRANTHAM: Sure. Again, that call
13 --- I'm sorry, this is Ross Grantham. That call
14 in February was, again, a call to the customers
15 to notify them that the line was pulled out of
16 service after an inspection. And that we would
17 not be able to offer service for an indefinite
18 period of time. What we found out and, again,
19 this is what I explained to both customers, that
20 --- but they both asked questions, how long or
21 when? And I couldn't answer that. I said it's
22 been given to the senior leadership team. The

1 costs that are associated to repair the line to
2 get back, and I was waiting for a decision from
3 senior leadership.

4 And, again, the offers that I made in
5 October, you know, we had discussed when I talked
6 about offers or, you know, with Jeremy, for
7 example, Morton Building, who currently is using
8 transload, we went with that plan, you know,
9 because we had a trucking company that had done
10 work with them before. You know, again, I'd asked
11 Brad is there a trucking option that we have
12 available, or that you have available, or that we
13 could use, or get for you to continue moving
14 products again. He said no, that's not going to
15 work, and just let us know when the line is back
16 in service. And that was the extent of the call.
17 It literally was probably less than a minute and
18 a half long.

19 MR. FORSTALL: Mr. Grantham, can you
20 explain for us the delay in filing the embargo?

21 MR. GRANTHAM: Well, again, the embargo
22 was a result of what we finally made a decision

1 on regarding the line. At that time it was just
2 pulled out of service, so we had no intention of
3 shutting the line down completely for an extended
4 amount of time. It just --- you know, we didn't
5 know how long the line would be down, or if we
6 would just make the repairs and get it back up
7 and going.

8 MR. O'CONNOR: Mr. Grantham ---

9 MR. GRANTHAM: The intent was to
10 continue switching our customers.

11 MR. O'CONNOR: Mr. Grantham, you had
12 said you were waiting on senior management to get
13 back. I'm assuming that there has to be
14 discussions that have taken place or ongoing
15 regarding how much investment would be needed to
16 get that line back in service. Where are you
17 relative to that?

18 MR. LONG: Ross, you want me to take
19 it, I'll take it. This is Gary Long. We've had
20 some discussions regarding what it would take to
21 bring the line back into service at an excepted
22 track status which would allow us to continue

1 service, but it limits us on the amount of rail
2 cars that we can actually bring over the line and
3 the speed that we can conduct over the line.
4 We've also had some discussions internally
5 regarding bringing the track up to Class 1. Those
6 are different numbers, but we have had some
7 discussions internally to what it would take to
8 do that. We have not had those discussions with
9 Fort Transfer.

10 MS. GRAAB: For Fort Transfer, were
11 there --- did you reach out to TP&W any time
12 after the February 2015 conversation prior to
13 filing the petition on March 10th before the
14 Board?

15 MR. KAHLER: No.

16 MS. GRAAB: Did you consider contacting
17 TP&W to discuss their offer, or the issues that
18 had been raised in prior conversations?

19 MR. KAHLER: No. And, again, I --- the
20 conversation in February from everything I
21 recall, there was no discussion of another
22 option. It was 10 seconds hey, sorry, bad news,

1 your --- there are safety issues, it's out of
2 service. I don't know. I mean, I'm sure he said
3 we'll get back to you and let you know when it's
4 back in service, but it was going to be out of
5 service for an indefinite amount of time. And
6 that was it.

7 MR. BINET: I have a follow-up for
8 TP&W. In your reply, I'm looking at page 7 and
9 page 8, you talk about the fact that you're
10 trying to make a determination about what
11 repairs, or whether it's even --- whether you're
12 even going to justify those expenditures to bring
13 the line back into service. Do you guys have any
14 idea of how long you are --- how far along you
15 are in that process?

16 MR. LONG: This is Gary Long, again. We
17 know, we prepared an estimate for both class of
18 service, and understand what that would be. We
19 have not put a timeline against it, as yet. But,
20 yes, we understand what it would take in order to
21 put the line back in service, at two levels of
22 condition of the track.

1 MR. BINET: And does that --- and have
2 you --- has a determination --- I guess I'm ---
3 well, the answer is probably not in that, but do
4 you --- have you --- are you still considering
5 whether to even make that expenditure and bring
6 the line back to one of the two classes of
7 service?

8 MR. LONG: We would do that. Obviously,
9 that takes a discussion with the customers on
10 that line, which needs to occur. That never
11 happened for all the reasons that been stated
12 before. I mean, the filing before the STB before
13 any of those discussions could occur.

14 MR. FORSTALL: But, Mr. Long, let me
15 just ask that question, that very same question
16 in a little bit different way. Would somebody ---
17 -- would a reasonable person be correct in
18 assuming that at some level, a decision had been
19 made not to spend that money back in October when
20 these initial discussions took place? Had that
21 decision been made otherwise, then I presume the
22 repairs would have already been made.

1 MR. LONG: No decision was made back in
2 October, to not spend the money.

3 MR. FORSTALL: But, nonetheless, the
4 money was not --- maintenance monies have not
5 been spent on this line.

6 MR. LONG: For a period of years even
7 prior to our ownership.

8 MR. FORSTALL: Yes, thank you.

9 MR. BINET: But at the same time,
10 you're having conversations with TP --- with Fort
11 Transfer in the fall talking about the fact that
12 there are issues with profitability, and it's
13 costly to maintain this line. Correct? But you're
14 saying that you're not --- you didn't --- at the
15 same time you weren't making any determinations
16 about whether to put money in and repair it, or -
17 --

18 MR. LONG: I'm saying for my decision-
19 making, I had not made any decisions regarding
20 repair, nor had any discussions with Fort
21 Transfer in October regarding its profitability.
22 So, we as an organization in TP&W had not made

1 any decisions about either repair or not repair
2 at the discussion that occurred in October.

3 MR. BINET: Are you accelerating your
4 process for reaching a final determination given
5 that the line is embargoed, and you also have
6 Fort Transfer here seeking emergency service?

7 MR. LONG: As I said before, we're
8 willing to have a discussion with Fort Transfer
9 and Morton Building regarding service to the line
10 at a condition that is acceptable to both
11 parties.

12 MS. GRAAB: We're going to transition
13 to talking about the specific routes for
14 providing rail service to Fort Transfer. We have
15 some factual questions about what was filed,
16 specifically related to bridges and crossings,
17 and costs of repair. But to start off, we'd like
18 to make sure the record is clear about the
19 specific service paths that are being discussed.
20 So, if TP&W could walk through the path that
21 they're proposing, or have been serving Fort
22 Transfer on, and indicate whether --- where there

1 are crossings on that path, and whether they
2 cross any bridges on that path to serve Fort
3 Transfer?

4 And just --- there was a map in the
5 March 17th filing from TP&W of the line, and we
6 have that map in front of us. I think that was
7 Exhibit A of the March 17th filing. If you could
8 reference that map, or if you want to just talk
9 generally and know that we have that map in front
10 of us, that would be helpful.

11 MR. HOCKY: This is Eric. Before
12 anybody answers specifically, I just want to
13 clarify. Are you talking about the route just on
14 the industrial lead itself, or are you talking
15 about the entire movement from when TP&W first
16 gets the car until it delivers it?

17 MS. GRAAB: The entire movement,
18 please.

19 MR. HOCKY: Okay. So, I think, Ross,
20 you can describe, you know, where you pick it up,
21 when you pick it up, what lines you move over.
22 And then I think the --- and you'll correct me if

1 I'm wrong, and I apologize. And then on the
2 specific crossings and bridges, if you can sort
3 of walk down the four and a half miles from the
4 diamond to Fort Transfer.

5 MR. GRANTHAM: Okay, this is Ross
6 Grantham. So, starting with the initial movement,
7 when the car comes in for Fort Transfer, it
8 arrives to the TZPR. Our crew, specifically our
9 night job will go over and handle interchanges
10 with TZPR. They'll bring the cars back to East
11 Peoria yard. They will then get permission from
12 East Peoria yard at the Farmdale switch, move
13 across the NS main line for approximately 9 miles
14 to Crandall, which is an interlocker where the
15 Morton Spur crosses over the NS main. There's a
16 connection track off of the NS main that gives us
17 access to the Morton Spur. That gives us
18 capability to go about six to seven car lengths
19 of headroom when we exit off of the NS main onto
20 the connection track. From the Morton Spur at
21 Crandall, we then have to shove back a little
22 over three miles to the Fort Transfer facility,

1 and there are seven road crossings and two
2 bridges that we traverse over to get to Morton,
3 or to Fort Transfer, excuse me.

4 Once we arrive Fort Transfer we then,
5 of course, taking into account we're only talking
6 about Fort Transfer spotting them. Their cars are
7 then spotted right there on the lead or on our
8 main line. They're tied down, their handbrakes
9 are tightened, and we leave the cars, and we go
10 back engine light the same route that we came.

11 MS. GRAAB: In the --- in TP&W's March
12 17th filing there was an FRA inspection report
13 that was attached as an exhibit, and the
14 inspection report indicated that bridges and
15 crossings needed to be brought up to Class 1. Is
16 your understanding that that covered all seven
17 road crossings and two bridges?

18 MR. GRANTHAM: Yes, ma'am. That was for
19 the entire line which there's eight road
20 crossings on the entire line. But, yes, that was
21 the entire line after --- and to be very clear,
22 the FRA inspector that came over and looked at

1 the line, the line was already out of service at
2 that point. And when he looked at the line, he
3 could not write violations because we had already
4 had it pulled out of service. But he confirmed
5 everything that we pulled it out of service for,
6 was justified. So, the culverts, the bridges, the
7 road crossings, everything that we listed that
8 needed to be repaired was justified, and it does
9 need be fixed for safe movement, not only for my
10 people, but for the customers' cars and their
11 care, because we are moving the stuff through
12 Morton, through the Town of Morton. So, that's
13 exactly why we pulled it out.

14 MS. GRAAB: And just to make sure the
15 record is clear, could you state which portions
16 of the route were excepted track prior to this
17 being taken out of service?

18 MR. GRANTHAM: I'm sorry. Could you ask
19 that, please, again?

20 MS. GRAAB: Could you say which
21 portions of the route were excepted track prior
22 to the line being taken out of service?

1 MR. GRANTHAM: The entire line was
2 excepted track prior to us pulling it out of
3 service.

4 MS. GRAAB: Including bridges and
5 crossings?

6 MR. GRANTHAM: Yes, ma'am.

7 MR. LIGHT: To clarify, you said that
8 from the interchange with NS to Fort Transfer's
9 facility there are seven road crossings and two
10 bridges. Is that right?

11 MR. GRANTHAM: Yes, sir, that's
12 correct.

13 MR. LIGHT: I thought in one of the
14 filings there was some mention of a bridge ---
15 the only bridge that needed to be crossed to get
16 --- the only bridge on the line was after or
17 south of Fort Transfer's facility. Maybe that was
18 in Fort Transfer's filing. So, I mean, do you
19 have a response to what they're saying, that
20 there are two bridges on the line?

21 MR. STREETER: I don't know what the
22 second bridge is. I don't know whether it's

1 simply a culvert. I don't know the extent of it,
2 or anything. But if you look at the first color
3 photograph that we filed, you have the ---

4 MR. LIGHT: Which one?

5 MR. STREETER: It's this one here.
6 Unfortunately, I didn't bring a color copy. But
7 the bridge that ---

8 MS. GRAAB: Could you just state what
9 the date of that filing is?

10 MR. STREETER: Okay. This date is March
11 24. If you go --- you see the numbers 3821 and
12 then there's a stack of ties in front of the
13 locomotive, the bridge is actually --- and keep
14 in mind, this was taken with a high-definition
15 Leica photograph that compresses everything, so
16 the bridge in question is behind the locomotive
17 down the hill before you go into what looks like
18 a very hard curve. But, obviously, no locomotive
19 is going to be able to go into that kind of a
20 curve, but that's the bridge that we understand
21 is at the milepost that was said to be in real
22 need of trouble. But, as you can see, the tank

1 cars are here, and it's beyond. And if you go on
2 Google Map you can see it even better.

3 MR. LIGHT: So, there is a bridge
4 between the connection with NS and Fort Transfer
5 that has to be crossed. Is that what you're
6 saying?

7 MR. STREETER: I don't know how they're
8 defining "bridge."

9 MR. KAHLER: The only bridge that I'm
10 aware of, and I don't know what it's like between
11 us, but there is a bridge that is behind us, that
12 does not need to get crossed to us. So, if
13 there's another bridge further up that I'm
14 unaware of ---

15 MR. FORSTALL: And that was the bridge
16 over Prairie Creek that we're talking about.

17 MR. STREETER: Right. That is correct.

18 MR. FORSTALL: And the bridge over
19 Prairie Creek which was referred to in all the
20 filings for --- and this question is for
21 everybody so chime in, but the bridge over
22 Prairie Creek is what was referred to in the

1 filings, and that's the bridge that does not have
2 to be crossed in order to serve Fort Transfer?

3 MR. GRANTHAM: That's correct.

4 MR. FORSTALL: Thank you.

5 MR. GRANTHAM: Now, I will say --- this
6 is Ross Grantham, again. We're talking about Fort
7 Transfer only, but it does have to be crossed if
8 we do have to switch Morton Buildings.

9 MR. FORSTALL: Correct.

10 MR. STREETER: Yes, but Morton is not
11 handling any hazmat, so that you wouldn't need to
12 get it up above excepted track either.

13 MR. GRANTHAM: But it still --- it is
14 a bridge that we have to cross, and we do have to
15 handle Morton cars beyond that when we switch
16 Morton Buildings currently.

17 MR. FORSTALL: And so where is the
18 bridge that you do have to cross to get to Fort
19 Transfer?

20 MR. GRANTHAM: There's --- well,
21 actually, there's a few culverts, and there's one
22 large culvert which I refer to as a bridge,

1 because it's a larger culvert. That's the one I'm
2 talking about. And then there is an overpass that
3 we have to go under, and then there is the
4 bridge, which is just south or west of Fort
5 Transfer.

6 MR. LIGHT: So you have to go under one
7 bridge, or overpass.

8 MR. GRANTHAM: Overpass, yes.

9 MR. LIGHT: You have to go under one
10 overpass and then over how many culverts?

11 MR. GRANTHAM: I don't have that number
12 in front of me. I want to say three, but I would
13 have to confer with the road master.

14 MR. LIGHT: And it was those culverts
15 or the overpass that the FRA inspector was
16 referring to?

17 MR. GRANTHAM: Yes, sir.

18 MR. LONG: The overpass is an
19 interstate highway overpass. It's not on that
20 report.

21 MR. LIGHT: Okay.

22 MR. GRANTHAM: The culverts are on the

1 report, and the bridge that we're talking about
2 south and west of Fort Transfer is on the report.

3 MR. O'CONNOR: So, I just have a quick
4 question. I think we've already said it, but to
5 be absolutely clear, if we're talking
6 specifically just about Fort Transfer, and let's
7 just say that we're talking about hazardous
8 materials, shipments of herbicide. The bridge,
9 not the culverts, but the bridge does not need to
10 be traversed in order to provide full service;
11 full service being what Fort Transfer had before
12 to get them their commodities. Is that correct?

13 MR. GRANTHAM: Correct.

14 MS. GRAAB: This question is for TP&W.
15 You said that there are seven crossings on the
16 line. How many of those are public crossings?

17 MR. GRANTHAM: There are --- out of
18 those seven, I believe six of those are public,
19 one is private.

20 MS. GRAAB: And the six public
21 crossings were excepted track prior to the track
22 being taken out of service?

1 MR. GRANTHAM: Yes, ma'am.

2 MS. GRAAB: Was hazardous material
3 being transported over those?

4 MR. GRANTHAM: Yes, ma'am.

5 MS. GRAAB: Are there --- this question
6 is for Fort Transfer. Do you have any additional
7 facts to add to that, or alternative service
8 routes that you would like to mention?

9 MR. KAHLER: I'm not --- no, I don't
10 know much about the line other than what's right
11 by us, so I can't comment. You know, Keokuk has
12 offered to service this, and they said they could
13 traverse it with some minor repairs. And we're
14 definitely in support of that. We just,
15 ultimately, want service, and they've offered it.

16 MS. GRAAB: This question is for
17 Norfolk Southern. Do you have any --- do you all
18 have any comments on the state of the NS track
19 that's at issue here, and repairs that might need
20 to be made?

21 MS. CORLETTA: We do not. It's a track
22 that we use daily. Sorry, Jackie Corletto,

1 Norfolk Southern.

2 MR. FORSTALL: Okay. And in your
3 filing, just to follow-up on that, in your filing
4 you indicated that were the Board to allow Keokuk
5 Junction to provide service that they undertake
6 maintenance of, I believe you said the turnouts
7 and the diamond. Is that correct?

8 MS. CORLETTTO: That is correct.

9 MR. FORSTALL: And to the extent that
10 --- just for the record, we can assume from that,
11 that at this point in time TP&W is responsible
12 for maintaining the turnouts and the diamond at
13 Crandall Junction?

14 MS. PARKERSON: This is actually ---
15 this is Maqui Parkerson from Norfolk Southern.
16 This is something that we are trying to verify,
17 as well. At this point, our understanding of the
18 condition of that segment of track is that it is
19 currently serviceable, so I'm not sure what
20 maintenance --- what immediate maintenance
21 requirements would be required in order to allow
22 the service.

1 MR. FORSTALL: Thank you.

2 MR. LIGHT: Just to follow-up on the
3 FRA report. It mentions one bridge at mile
4 M145.8. Which --- is that a bridge south of Fort
5 Transfer?

6 MR. GRANTHAM: Yes, sir, that's the
7 bridge he's referring to.

8 MS. GRAAB: This question is for Keokuk
9 Junction. Keokuk Junction, you all have indicated
10 in the filings that you propose to operate on the
11 line, and make any necessary repairs. Have you
12 inspected the line, or requested authorization to
13 inspect the line?

14 MR. LaKEMPER: We have looked at the
15 line, more than one of our track people have
16 looked at the line from public crossings and
17 where it can be viewed, which is a pretty good
18 vantage point because there --- you know, it's a
19 very short line. There's a lot of public
20 crossings. It's a generally flat area. If you
21 look at the photos, you can see a good part of it
22 from even the couple of crossings that I think

1 are attached to the filings.

2 I believe Richard, in one of his
3 conversations, has requested on behalf of Fort
4 that we be allowed to do a hi-rail inspection but
5 I don't know what the status of that is. We're
6 very familiar with the line.

7 I, personally, have lived in Morton
8 for nearly 20 years. I go across probably all of
9 the crossings in the course of a month. I go
10 across more than one of them more than once a
11 day. You know, I see that, I live three blocks
12 from the line, you know. I know what's out there,
13 and ---

14 MR. BINET: Is there any reason why you
15 wouldn't engage TP&W to request a formal
16 inspection, or ask about what --- any information
17 that they have regarding what repairs are
18 necessary, and what they think it would take to
19 bring the line back in service?

20 MR. LaKEMPER: Well, we saw the FRA
21 report. We know TP&W's position, and like I said,
22 I think the request has been made. But, yes, we

1 also --- you know, I have had some discussions
2 with Eric recently about, you know, trying to
3 move forward and get some resolution on this.
4 And, I guess, the response that I have gotten,
5 the responses that it's my understanding that
6 Fort has gotten has constantly been we have to
7 talk to corporate. We can't do anything. We don't
8 know anything until we've talked to corporate,
9 and we'll get back to you. And that is pretty
10 much what I got yesterday from Eric.

11 MR. BINET: This question is for TP&W.

12 Are you all in a position to authorize KJRY to
13 inspect the line formally, or are you in a
14 position to provide them with more detailed
15 information about repairs that are needed?

16 MR. LONG: This is Gary Long. We can
17 authorize them to hi-rail, and we have the FRA
18 report regarding the defects that we can share,
19 which they have, also.

20 MR. BINET: Thank you.

21 MS. GRAAB: This question is for KJRY.

22 How --- under what KJRY is proposing in the

1 filings that Fort Transfer submitted and its own
2 filings, how would it service, and the conditions
3 of service differ from what TP&W provided prior
4 to the line being taken out of service? Would
5 there be any differences?

6 MR. LaKEMPER: We would pretty much
7 step into the shoes of TP&W. There would be a few
8 modifications, I guess, is the best way to put it
9 in terms of how we would physically operate the
10 line. It would be our --- we would probably base
11 a locomotive in Morton as opposed to TP&W's
12 coming out of East Peoria, probably have the
13 operation based in Morton. And we would probably
14 start there, pick up empties and whatever, go
15 down the Norfolk Southern to East Peoria, and
16 then we would go under our proposal directly into
17 the TZPR yard to deliver and pickup, and then go
18 back to Morton reverse route over the NS and onto
19 the Morton branch at Crandall Junction. That
20 would be our proposal on how we would physically
21 handle it. It's a little different than what TP&W
22 currently does, but pretty much stepping into

1 their shoes.

2 MR. O'CONNOR: And stepping into their
3 shoes -- I'm getting a little bit ahead on that,
4 what we were looking at, but it's clearly
5 related. You would have to have an agreement with
6 NS on their portion of the route for trackage
7 rights, and if I'm reading the record correctly,
8 you would also have to have some type of trackage
9 rights agreement with TP&W over I guess
10 approximately one mile of line. Have you had
11 discussions on that?

12 MR. LaKEMPER: We have spoken with
13 Norfolk Southern and indicated to them that, you
14 know, we would at least on a interim emergency
15 service basis propose that, you know, we would
16 just do whatever TP&W is doing right now under
17 the trackage rights and other agreements that
18 apply to the movement, and then yes, you're
19 correct. We would have to have a one-mile
20 trackage rights agreement with the TP&W to get
21 directly into the TZPR yard in East Peoria.

22 MR. O'CONNOR: Thank you.

1 MS. PARKERSON: Hey, guys, this is
2 Maqui Parkerson from Norfolk Southern. Just for
3 the purpose of the record, I just want to make
4 clear that Norfolk Southern did talk --- Dan and
5 I did talk about an agreement, or what would have
6 to be in place before Keokuk Junction operated
7 over Norfolk Southern's line. But that
8 conversation took place after the filings had
9 been made, and it was only recently.

10 MR. FORSTALL: And just to follow up on
11 that point, does either Norfolk Southern or
12 Keokuk Junction see any particular difficulties
13 in coming to satisfactory arrangements?

14 MS. CORLETTO: This is Jackie Corletto
15 at Norfolk Southern. We do not see any
16 difficulties of their use of our line. We would
17 think that any interchange at Crandall would
18 interrupt our daily service, so we would be ---
19 we would --- if something were to be decided in
20 this case, we would only want one through to
21 happen, no interchange in Crandall.

22 MR. FORSTALL: So, a Keokuk Junction

1 handoff at Crandall Junction would interfere with
2 your other operations, and you would just as soon
3 they bring it all the way into East Peoria. Is
4 that correct?

5 MS. CORLETTO: That is correct. And,
6 also, in our letter dated March 18th, we also
7 have the other liabilities, about five
8 liabilities and the other issues listed in that
9 letter.

10 MR. FORSTALL: Correct.

11 MS. CORLETTO: What I say, in addition
12 to that list.

13 MR. FORSTALL: Correct. Thank you.

14 MR. O'CONNOR: And what about that one
15 mile, you know, segment of the line that you
16 would have to come --- and I'm talking to Keokuk,
17 you would have to come to some type of agreement
18 with TP&W. Have you had conversations on that?

19 MR. LaKEMPER: This is Keokuk. As I
20 stated a few minutes ago, you know, we have had
21 some --- I approached the TP&W about trying to
22 sit down and discuss issues and reach an

1 agreement. And I think Richard has also reached
2 out to them and said, you know, let's get
3 together and try to come up with a permanent
4 solution here. I think Richard in one of his
5 filings suggested that we could have a board ---
6 a mediator sit in on those if that would be
7 helpful. And, again, the response to all of our
8 inquiries has been well, we've got to talk to
9 corporate. We don't know. We'll see what they
10 say. We'll get back to you, and it never goes any
11 further than that.

12 MR. LONG: This is Gary Long from
13 Genesee & Wyoming. For the record, we have had no
14 direct discussions with Keokuk Junction, and have
15 not been ---

16 MR. LaKEMPER: Well, Gary --- this is
17 Keokuk, again. Gary, I spoke with Eric Hocky just
18 the other day down here in Florida. You know, I
19 didn't speak with you about this issue when I
20 talked to you yesterday because well, you guys
21 are represented by Eric, and I didn't think that
22 was appropriate.

1 MR. HOCKY: This is Eric. I will
2 confirm that Dan and I spoke, but it was only
3 yesterday, and we had this hearing scheduled for
4 today. And given TP&W's position that, one, the
5 alternate service isn't required or justified,
6 and secondarily, that even if it were, it
7 shouldn't be extended beyond lead, it certainly,
8 in my mind, was premature to be discussing terms
9 of a trackage rights agreement further down the
10 line.

11 MR. BINET: Just for the record ---

12 MR. LaKEMPER: It was the day before
13 yesterday, Eric, but, yes, it was just recently.

14 MR. BINET: I'm sorry. Just for the
15 record, though, if the Board were to
16 hypothetically order emergency service, can you
17 say on the record that you would be able to work
18 out an agreement covering that TP&W segment
19 within a relatively short period of time?

20 MR. HOCKY: You know, if the Board
21 orders it, we will have the discussions with TP&W
22 and KJRY have had trouble reaching agreements in

1 the past on trackage rights, to my understanding.
2 I haven't been involved, but there are some draft
3 agreements out there on other locations, and so
4 if those terms are close, then it may be that it
5 will not be that difficult. We have not looked at
6 what compensation would be, nor have we discussed
7 that at all.

8 MR. LaKEMPER: If Keokuk could just
9 interject, it is true we have had some protracted
10 negotiations as to trackage rights agreements in
11 another location. However, the TP&W has been
12 operating trackage rights over the Keokuk
13 Junction for several miles for about ten years,
14 and that negotiating issue has not interfered
15 with their operation, so hopefully that's, you
16 know, something that won't be a factor here,
17 either.

18 MR. FORSTALL: One follow-up for
19 Norfolk Southern. Recognizing that an interchange
20 at Crandall Junction is not optimal, would it
21 still be possible and would you still undertake
22 to do that if the Board were to issue an

1 emergency service order?

2 MS. CORLETTO: I'm sorry. Could you
3 repeat the question?

4 MR. FORSTALL: Yes. Recognizing what
5 you said just a little while ago, that an
6 interchange at Crandall Junction was not in any
7 way optimal, would you, nonetheless, undertake to
8 interchange with Keokuk Junction at Crandall
9 Junction if the Board were to order such?

10 MS. PARKERSON: This is Maqui Parkerson
11 from Norfolk Southern, and I don't see how this
12 is relevant to the legal issues in the case. But
13 to specifically answer your question, if the
14 Board asked us to do something, or ordered us to
15 do something, we're going to comply with the
16 Board's order. However, it would be extremely
17 difficult to conduct that operation, and
18 extremely disruptive to our current operations to
19 conduct interchange at that point.

20 MR. FORSTALL: Okay, thank you.

21 MR. LaKEMPER: Just for the record,
22 Keokuk Junction does not want to do the service.

1 We're not asking, I guess I should say.
2 Obviously, if that's what the Board orders,
3 again, we'll do it, but that's not what we're
4 asking to do here. We're not suggesting that
5 interchange with the Norfolk Southern is a good
6 option.

7 MR. HOCKY: And if I could --- this is
8 Eric Hocky, again. If I could clarify, in our
9 response we were not proposing either that Keokuk
10 would interchange with NS at the diamond. Our
11 proposal, if it were ordered, again reserving
12 that point, was that if it was ordered only on
13 the lead, that TP&W would bring the cars out from
14 TZPR, go onto the lead, drop the cars, and then
15 return, or pick up empties and return, so that it
16 would operate under its existing trackage rights
17 over NS, and then over its own tracks and its
18 arrangements with TZPR, so that we were not
19 suggesting that there sort of be an interchange
20 created on NS' main, because we didn't think that
21 would be --- not being the operating person, but
22 that's not what we were suggesting.

1 MR. LIGHT: So, what is NS' view of
2 that last idea? And would that cause operational
3 difficulties for NS if TP&W was to place the cars
4 on the Morton lead?

5 MS. PARKERSON: I apologize, but what
6 was the last suggestion?

7 MR. LIGHT: Well, my understanding was
8 --- go ahead, Eric.

9 MR. HOCKY: TP&W would basically do
10 what it's doing now, except it would not operate
11 down the Morton lead to Fort Transfer. It would
12 get off the NS line at the Crandall diamond, go
13 onto the track -- onto the Morton lead just for
14 dropping off and picking up cars, and then would
15 return as it usually does, except for the fact
16 that it would not go down to the customer.

17 MS. CORLETTA: This is Jackie Corletto
18 at Norfolk Southern. That is something that we
19 would have to look at and we've not done so.

20 MS. GRAAB: We --- unless anybody has
21 any follow-up, we have some questions about
22 what's been filed in terms of what repairs are

1 needed on the line. TP&W has listed specific
2 repairs that need to be made, and the cost of
3 making those repairs, or estimated costs for
4 that. TP&W, could you talk about --- in your
5 filing on March 17th, you state that it would
6 cost \$315,000 to repair the lead, \$300,000 to
7 replace the diamond, or \$75,000 to install new
8 signals. Could you talk about where those numbers
9 come from, and what they cover?

10 MR. LONG: Yeah, Eric?

11 MR. HOCKY: Well, I was just going to
12 give an introduction, and then I'll turn it back
13 to the people that are actually doing the
14 numbers. As Gary mentioned earlier on in the
15 discussion today, those numbers came from the ---
16 -if it were brought back into Class 1 condition,
17 so for longer term operating what would be
18 needed. TP&W has done some other calculations of
19 what would be needed to bring it back into what
20 it would consider safe operating excessive
21 conditions. And then I'll let maybe Ross respond
22 to what the current view is on what would be

1 required to get it into safe excepted operating
2 condition, and what that number is. So, Ross, do
3 you want to address the revised total for
4 excepted conditions, and then you can go through
5 some of the specific items?

6 MR. GRANTHAM: Yes, sir, I could do
7 that, if you give me just one second to pull up
8 those numbers.

9 MR. HOCKY: Otherwise, I can go through
10 them. I have some numbers, if the Board doesn't
11 object, and then, Ross, when he finds it, can
12 correct me if I'm wrong.

13 MR. GRANTHAM: Yeah, and I've got them
14 here in front of me now, Eric, so ---

15 MR. HOCKY: Okay.

16 MR. GRANTHAM: I can go through the ---
17 what we found initially to bring it to the
18 standards that we currently operate all our
19 railroads on. And that total was, you know,
20 \$689,000. Initially, when we talked about
21 replacing, you know, and starting with, you know,
22 our LED crossing lamps and our heads from the

1 signal side, there's a signal cabinet that we had
2 referred to that needed to be replaced, batteries
3 that needed to be replaced. So this was all added
4 up. But when we went through and we said okay,
5 what do we have to do just to get to excepted, to
6 make it safe and operable to give to our
7 customers. We looked at, you know, talking with
8 our signal folks and with Steve Lee, our
9 roadmaster, you know, these are the costs that we
10 definitely have to put into the track in order to
11 make it safe and bring it to an excepted status.
12 The signal cabinet would have to be replaced. We
13 have one signal ---

14 MR. BINET: I'm sorry, that's 689,
15 689,000 to get it to excepted.

16 MR. GRANTHAM: No, sir, that was the
17 original ---

18 MR. BINET: Class 1.

19 MR. GRANTHAM: To get it back to a
20 Class 1 standard.

21 MR. BINET: All right, thank you.

22 MR. GRANTHAM: Which is the standard

1 that we like to run our railroads at.

2 MR. BINET: Okay.

3 MR. GRANTHAM: But we came down and
4 said okay, here's what we have to do. And we
5 talked about the signal cabinet, which is a \$50-
6 60,000 expense. That signal cabinet has been
7 welded and patched more times than we can
8 probably do anymore, so that has to be replaced,
9 so that's 50,000. Batteries at Jackson Street
10 have to be replaced, that's \$2,500. You know, I'm
11 going to mention Crandall, the interlocker. The
12 interlocker is a very old diamond from 1930s,
13 from the signal side, you know, it's not a matter
14 of if it fails, but when it fails. But as it is
15 today, we can operate and we'll remove it from
16 the cost, but it is a cost that is going to have
17 to be addressed. That's \$300,000.

18 Ties -- originally we had looked at
19 the line and about 70 percent of the ties were
20 deteriorated for FRA ties, so to get it back to
21 excepted we reduced the number of ties to put in
22 to 600, and that would be \$43,500.

1 We talked about all the crossings.
2 There were five crossings, public crossings that
3 needed to be addressed, but we broke it down to
4 the one that has gauge issues and it has broken
5 rail which is at Harding Street. That would be a
6 \$30,000 expense. And the reason for that expense
7 is because there are gauges used in the crossing,
8 which tells us that there are tie issues
9 underneath the asphalt, so the ties would have to
10 be replaced, and the rail would have to be
11 replaced, and the asphalt would have to be
12 replaced.

13 There is a culvert at milepost 44.7.
14 That is a \$15,000 expense. And, again, the bridge
15 west of Fort Transfer, that has to be addressed.
16 That's a \$5,000 expense. There are switch ties
17 and a frog that needs to be replaced at the
18 Caterpillar Yard. This was a track that we used
19 when I first got here, but then shortly it was
20 pulled out of service. I'm going to say around
21 August or September, this portion, or this
22 runaround track was pulled out of service, but

1 that's used to help the switching process at Fort
2 Transfer and at Morton Buildings. The switch ties
3 and the frog need to be replaced, and that's
4 \$20,500. Bringing a total of \$166,500 to put the
5 line back into excepted track service.

6 MR. FORSTALL: Could you repeat that
7 total one more time, please?

8 MR. GRANTHAM: Yes, sir, 166,500.

9 MR. FORSTALL: Thank you.

10 MR. BINET: Do you have an estimate on
11 how long it would take you to effectuate those
12 repairs?

13 MR. GRANTHAM: No, sir, I do not. We
14 are in the middle of our capital season, though,
15 so we will have to get a contractor lined up to
16 do this work.

17 MR. BINET: Can you give me a
18 guesstimate, even if --- let's say you have a
19 contractor, it's day one. How long does it take?

20 MR. GRANTHAM: Yes, sir. I think 30
21 days would be a good guesstimate.

22 MR. BINET: Thank you.

1 MS. GRAAB: This question is for KJRY.
2 Is Keokuk Junction proposing to make all of the
3 same repairs if they were to operate over the
4 line?

5
6 MR. LaKEMPER: No, we don't think that
7 that magnitude of repairs is necessary. A few
8 caveats, I mean, to begin with, you can spend as
9 much money on track as you want to. Secondly, of
10 course, you know, it appears they haven't done
11 normal maintenance in a long time, but,
12 obviously, they're looking to see service on the
13 line, so I think that's part of their
14 calculations. Thirdly, you know, we would like to
15 do the hi-rail inspection and get a complete view
16 of what's out there. But in looking at the line
17 as we have, and looking at the FRA report, a
18 broken rail in the Harding Street -- or Harding
19 Road crossing needs to be fixed. My roadmaster
20 says that he can do that in a half a day. We've
21 already had discussions with the township road
22 folks and they're willing to help us with detours

1 and code passing back the surface. And, of
2 course, we've got to make a distinction here
3 between what would we be doing on an emergency
4 service basis just to get the line in operation
5 versus what we'd be doing in the long term. And,
6 obviously, the TP&W is giving numbers that would
7 be a long term. But in terms of what needs to be
8 done immediately to get service to Fort -- I
9 mean, the Harding Road crossing, and from looking
10 at the FRA reports, we need to tighten some bolts
11 and replace some ties. And none of this is
12 catastrophic, none of this is huge.

13 We operate hundreds of miles of
14 excepted track every single day, as do numerous
15 other Class 3 carriers. I've been in a short line
16 business for 27 years, and I can say with
17 absolute certainty that there are trains going
18 over worse track, excepting the broken rail
19 situation. There are trains going over worse
20 tracks, and in countless places every single day.
21 This track is not in bad shape. It's not got any
22 serious issues.

1 The bridge that we keep referring to
2 is a small -- what really amounts to a drainage
3 culvert. There are no bridges like one would
4 think of, you know, something going over the
5 Illinois River. You know, there's some drainage
6 ditches and a few creeks that culverts go over
7 and that you can practically jump across.

8 You know, this is the Illinois
9 prairie. It's pretty much flat. You know, there's
10 no major issues here. There's no major rivers,
11 there's no major hills. I mean, we're talking
12 maybe three and a half or four miles from stem to
13 stern. There's some profile issues at Crandall
14 Junction that probably need to be addressed
15 sooner rather than later, but there's nothing
16 here that's going to steer any short line
17 railroader. Is it nice to have Class 1 track?
18 Yes. Would we like to have Class 1 track? Yes. Do
19 we need to have Class 1 track to service Fort and
20 Morton Buildings twice a week? No.

21 MS. GRAAB: To be clear ---

22 MR. LaKEMPER: Ride at ten miles an

1 hour or under. You cover the whole line in a few
2 minutes at three and a half to four miles, and
3 the TP&W when they came in a couple of weeks ago
4 and I observed almost the entire movement from
5 Fort back to Crandall, they did it at track speed
6 on or about ten miles an hour. There was no
7 problem. And, you know, again, with fixing that
8 one crossing, with doing some bolt tightening,
9 some tie repair which is normal everyday
10 maintenance, we can provide immediate emergency
11 service. Down the road are there going to be more
12 things? Yes, there's going to be more things on
13 every railroad line down the road.

14 MS. GRAAB: So, is your proposal to
15 make the repairs that the FRA inspection report
16 states are necessary?

17 MR. LaKEMPER: We will, obviously, do
18 whatever repairs the FRA feels are necessary. You
19 know, what we are hoping is that --

20 MS. GRAAB: Including the bridge?

21 MR. LaKEMPER: We would have to take a
22 closer look at the bridge, but I don't think that

1 would be a --- you know, again, from what I just
2 heard, it's a \$5,000 repair. That doesn't sound
3 to me like it's a huge deal. Again, we would have
4 to inspect it more thoroughly for me to give you
5 an absolute answer on the bridge, and any
6 specific thing that's put on the FRA report, but
7 from the overview that we have looking at the
8 report and looking at the line, I don't see
9 anything there that's hugely significant on a
10 short term emergency service basis.

11 MR. STREETER: The way I'm looking at
12 that FRA inspection report, there's only one item
13 that has to be taken care of in order to continue
14 to operate even as excepted track, which is that
15 one at Harding Road. And that -- I've seen
16 pictures up close of it. It is split, but the
17 other day when they pulled it down, it's my
18 understanding that they did stop. They obviously
19 tried to take some measurements. We don't see the
20 beginning of the tape or the end, so we don't
21 know whether it's actually out of -- what is it,
22 I can't think of the term now.

1 MR. LAKEMPER: Gauge.

2 MR. STREETER: Gauge, but once that one
3 rail is taken care of, you can operate up to five
4 cars on excepted track with hazmat. It's only the
5 approach to the bridge -- I mean, to the road
6 crossing.

7 MS. GRAAB: We've hit another hour.
8 We'll take a five minute break and be back at
9 11:20.

10 MR. HOCKY: And without holding you, of
11 course, to this, do you have an idea of how much
12 more you have?

13 MR. BINET: I don't think we're going
14 to go more than say 30 minutes at the outermost
15 to the finish. We're almost at the end of our
16 list. So, thank you very much for your patience,
17 and for bearing with us through this process. All
18 of your answers have been extremely helpful.

19 MS. PARKERSON: Hey, guys, this is
20 Maqui Parkerson from Norfolk Southern again, not
21 that we're not having a lot of fun. Are -- do you
22 have any questions of Norfolk Southern, or is it

1 necessary that we stay on for the rest of this?

2 MR. BINET: Does anyone ---

3 MR. FORSTALL: I just have one follow-
4 up question. I think you stated once before, and
5 let me clarify this, that to the best of your
6 knowledge, the diamond at Crandall Junction is,
7 in fact, serviceable.

8 MS. PARKERSON: To the best of my
9 knowledge, yes, sir.

10 MR. FORSTALL: Yes, thank you.

11 MR. BINET: Okay. If you don't want to
12 stay on the line for the remainder, that's fine
13 with us. As we said before, a full transcript
14 will be provided as part of the record, so you
15 can go back and look at what you missed.

16 MS. PARKERSON: So, the question that
17 I have is, to the extent that there's anything in
18 the record that needs to be corrected, I mean, at
19 this point I don't think there is. Is there a
20 process that we would --- that are available to
21 correct things in the record?

22 MR. BINET: Anything --- any correction

1 or supplement that you want to provide, we are
2 going to ask for a COB Friday. Given that this is
3 an emergency service petition and that we're
4 already kind of a couple of weeks in, we
5 recognize the need to move quickly, so we're
6 going to ask for anything else that anyone needs
7 to file by COB Friday.

8 MS. PARKERSON: Will we have the
9 benefit of the transcript by then?

10 MR. BINET: I don't know.

11 MS. PARKERSON: Okay.

12 MR. BINET: We're going to try and move
13 as quickly as we can with that. And if we don't,
14 we might extend the deadline for an opportunity
15 to supplement, to allow for you to review it.

16 MS. PARKERSON: That would be great. It
17 would be very helpful to be able to see the
18 transcript. Thanks, that would be great.

19 MR. BINET: Of course. Thank you.

20 MS. PARKERSON: Thank you for inviting
21 us. We've enjoyed participating.

22 MS. GRAAB: Off the record now. And

1 we'll take a five minute break.

2 (Whereupon, the above-entitled matter
3 went off the record at 11:16 a.m. and resumed at
4 11:22 p.m.)

5 MS. GRAAB: We're going to try to keep
6 this very short, like Jonathon said, to 30
7 minutes, so hopefully everybody can try to keep
8 their responses fairly short, and that way
9 everyone gets a lunch.

10 We have a couple questions about
11 paying for the repairs that have been proposed
12 and a couple questions about a comment made in
13 Fort Transfer's March 20th filing requesting
14 mediation regarding possibly selling the line.
15 We'll cover that second.

16 So those are the two topics that are
17 left.

18 On paying for the repairs, KJRY, if
19 you were to be -- hypothetically speaking, if the
20 Board authorized emergency service, would you pay
21 for the repairs required to meet FRA standards on
22 the line?

1 MR. LaKEMPER: Well, directly yes, we
2 have had discussions with Fort Transfer about
3 them reimbursing us for some of those costs, but
4 we're not asking for payment as part of the -- as
5 part of the order.

6 MS. GRAAB: So if KJRY were permitted
7 to operate over the line under an emergency
8 service order, you would pay and -- pay for and
9 make the necessary repairs to be able to operate
10 safely?

11 MR. LaKEMPER: Yes.

12 MS. GRAAB: Okay.

13 TP&W, if you -- are you all willing to
14 pay for repairs of the line?

15 MR. LONG: Yes, we would have the --
16 this is Gary Long speaking -- we would have the
17 same discussion with Fort Transfer regarding the
18 matter of making repairs in order to operate
19 under excepted track.

20 MS. GRAAB: And Fort Transfer, is Fort
21 Transfer willing to pay for repairs on the line
22 to receive rail service?

1 MR. KAHLER: Is our full
2 responsibility for the repairs outlined, the 166?

3 I -- it has never been addressed,
4 this, in the past, so -- .

5 MS. GRAAB: What is your -- what is
6 your stance on paying for repairs? Would you be
7 willing to pay for some repairs?

8 MR. KAHLER: Well, we're not receiving
9 any revenue from the movement of cars to -- into
10 us, so I don't -- I -- it would -- I would want
11 to know more about it and what would be required
12 before I can answer that.

13 MS. GRAAB: Okay.

14 MR. LONG: This is Gary Long from
15 Genesee & Wyoming, I want to restate for the
16 record and I did before, we would make the
17 repairs that are necessary to continue service
18 under a mutually agreeable agreement with Fort
19 Transfer to continue the shipping of the product.

20 MS. GRAAB: Okay.

21 TP&W, could you very quickly describe
22 any concerns you have regarding how KJRY's -- if

1 KJRY were permitted to operate over the line for
2 --- to provide emergency service, could you
3 describe any concerns regarding how that might
4 impact other existing customers?

5 MR. LONG: Ross, cover that.

6 MR. GRANTHAM: Yes sir.

7 Yes ma'am. This is Ross Grantham.

8 Currently, the KJRY, they interchange
9 with the TZPR, which is the same railroad that we
10 go to to pick up our interchange, which are the
11 cars from Fort Transfer.

12 We operate over 1.2 miles of our main
13 line to get to the TZPR. That main line is
14 shared between the TZPR, between the TP&W,
15 between the NS, and it's -- it's a congested
16 piece of rail, as is the TZPR.

17 So my -- I do have concerns. I have
18 concerns putting another railroad in the mix on
19 the TP&W's rail.

20 Currently, the NS handles quite a bit
21 of traffic on that section of corridor, upwards
22 to six trains that I have personally counted on

1 that corridor, but on average, they handle
2 anywhere from four to six trains daily on that
3 line.

4 Then, you know, the TP&W will run four
5 trains across that line daily, and the TZPR will
6 run their trains four times a week on that line.

7 So there's -- there is quite a bit of
8 movement on that line, and our customers on the
9 west side of the river would be affected, you
10 know, by putting another train into the mix, so
11 that's my concern.

12 I think this is something that we can
13 handle, but I -- I don't see putting another --
14 another train or another railroad in that
15 corridor is going to help us at all.

16 MR. BINET: You're not -- are you
17 saying that it's impossible, or it's not
18 impossible?

19 MR. GRANTHAM: No sir, it's not
20 impossible, it's just adding more congestion is
21 all I am saying.

22 MR. BINET: And when you describe the

1 effect to your other customers, would you say it
2 would be a serious or a minor, you know, how
3 would you describe that -- can you elaborate on
4 that impact, how great it would be?

5 MR. GRANTHAM: Yeah. I'm sorry?

6 MR. BINET: How serious would that
7 impact be?

8 MR. GRANTHAM: Well, it's always
9 serious. We talk about service to our customers,
10 I mean that's why we're here.

11 So just as we like to run our schedule
12 on time, our customers like to run on time, and
13 we recognize that, so yeah, it could be crucial.
14 You know, I have a large customer on the west
15 side of the river, that it's very crucial that we
16 get the product to them, you know, because it is
17 -- you know, they have got shifts that they need
18 to cover, and they've got margins that need to be
19 met.

20 So, you know, any time I have a delay
21 to a customer because I allowed, let's say in
22 this instance, another train to come across my

1 line, not taking into consideration my customer's
2 needs, that's pretty serious.

3 MR. BINET: Okay, thank you.

4 MR. LaKEMPER: KJ vigorously disputes
5 all of that.

6 MR. STREETER: Why?

7 MS. GRAAB: Could KJRY please elaborate
8 on that statement?

9 MR. LaKEMPER: Yeah.

10 For starters, the TP&W doesn't go to
11 the west side of the river every day. We know
12 because they go over our track to get there, and
13 you know, the suggestion -- and they're mixing
14 apples and oranges here between how many trains a
15 week and how many trains a day, and you know, six
16 trains a day, they don't have six trains a day
17 between the TP&W and the TZPR over that one-mile
18 stretch.

19 I can sit down there and have -- have
20 lunch and tea and a midnight snack, and you know,
21 I -- you can go hours and not see a train on that
22 stretch.

1 This isn't the Elkhart Yard, it isn't
2 the Galesburg Yard. To suggest that that area is
3 congested is frankly nonsense. There's -- there's
4 hours of time when nothing goes -- nothing is
5 moving in either one of those yards.

6 Is there some traffic? Sure, there's
7 some traffic. But to suggest that we can't
8 transit that one-mile track between the TP&W and
9 the TZPR at broad windows twice a week frankly is
10 just ridiculous, and it's offensive.

11 You know, they come over on our track,
12 not once a day, but they come over on our track
13 and do their thing, and they -- is it disruptive?
14 Well, in a broad sense, yes, but of course any
15 time two railroads have to share the same track,
16 there has to be some coordination, you know, you
17 -- you give people windows, and -- and it works.

18 So to suggest that the -- that our
19 little train coming over twice a week over that
20 one-mile stretch is going to be a -- a hurt to
21 the -- to the TP&W's business on the west side of
22 the river, and, you know, and it's offensive and

1 it's just not the case.

2 MR. BINET: Okay, thank you.

3 MR. FORSTALL: Yes. Mr. Grantham, if
4 I could ask you to just clarify one point. The
5 TP&W filings are basically -- I mean, it's clear
6 that you basically consider the four trains a
7 week that KJRY would operate as in addition to
8 your traffic. What wasn't clear is why the KJR
9 trains would -- would simply not replace four
10 trains that TP&W was otherwise operating.

11 MR. GRANTHAM: Well, the TP&W operates
12 more than just one train, so -- and I believe
13 that was Mr. LaKemper that was talking, you know,
14 in his ignorance of our operation.

15 We don't just handle the Colby, which
16 is what he's referring to. We do go across the
17 river every day because we do have a yard across
18 the river at Collier Yard.

19 So there is a number of trains that
20 TP&W operates, not just -- not just the Colby
21 train that I believe he's referring to.

22 So to say that the KJRY is just

1 replacing one job, that's -- that's not true. We
2 have multiple jobs that go back and forth to TZPR
3 and across the river.

4 MR. FORSTALL: But -- but clarify, I
5 mean, if you're not serving the Morton lead and
6 heretofore you have been running four trains a
7 week back and forth to the Morton lead and taking
8 that traffic and delivering it to the TZPR, then
9 why --

10 MR. GRANTHAM: He might have presumed
11 that the KJRY is going to handle all of my
12 traffic destined for East Peoria yard --

13 MR. FORSTALL: So what are you saying,
14 that --

15 MR. GRANTHAM: So what I am saying is
16 that the job that we're talking about that brings
17 traffic currently from the TZPR to East Peoria
18 yard is not only the Morton traffic.

19 MR. FORSTALL: Good, thank you for
20 clarifying that.

21 MR. GRANTHAM: Yes, sir, I appreciate
22 it, thank you.

1 MR. FORSTALL: Yes. That is what --
2 that is just what -- that was not clear from the
3 filings. Thank you.

4 MR. GRANTHAM: Yes sir.

5 MS. GRAAB: Could TP&W also -- to
6 backtrack for a second, when we talked about the
7 effect on -- the possible effect that KJRY's
8 service if they served Fort Transfer through
9 emergency service, the effect that would have on
10 TP&W's customers -- could you give specific
11 examples of what your concerns are regarding how
12 that might impact your other existing customers?
13 You know, are the concerns delayed shipments, or
14 could you just provide some specific examples?

15 MR. GRANTHAM: Yes ma'am, and this is
16 Ross Grantham.

17 You know, when we talk about our
18 customers across the river, which include
19 customers in Mapleton, which is on the west side
20 of the river at the end of our line, which we do
21 run across the Keokuk portion for that, you know,
22 in order to reach those customers; there are also

1 customers directly across the river, and the TZPR
2 customers that they service based on the cars
3 that we give them -- all of those customers are
4 affected.

5 And when you talk about the congestion
6 on the 1.2 miles of rail -- it's a very short
7 stretch of rail -- and there are no windows per
8 se. I want to say it's a first-come, first-
9 served, but it is a dispatched portion of rail.

10 So if my lineup to the dispatcher
11 today says I have to contact or I have to switch
12 customer A, B, and C, that's -- that's my word,
13 as a railroad, we're going to service those
14 customers. If for any reason that gets delayed,
15 now that's me having to go back to the customers
16 and explain why.

17 And I don't know if that helps answer
18 the question a little bit, but --

19 MS. GRAAB: It does.

20 MR. GRANTHAM: Okay.

21 MS. GRAAB: And when TP&W was
22 servicing Fort Transfer prior to the line being

1 taken out of service, how did you avoid having
2 that problem?

3 MR. GRANTHAM: Prior to the line being
4 taken from service?

5 MS. GRAAB: Right.

6 MR. GRANTHAM: You know, that was our
7 -- that's our everyday -- that is an everyday
8 move.

9 You know, we knew that when a car came
10 in from Morton Buildings or a car came in from
11 Fort Transfer, the TZPR then says hey, this is --
12 this is what you have today to pick up. We knew
13 right away that the plan was to go to the Morton
14 line, more than likely that night -- not that
15 afternoon, but that night, with our night job --

16 MS. GRAAB: Okay.

17 MR. GRANTHAM: -- based on the NS's
18 trains and their lineup. I mean, it's a constant
19 discussion between us and the NS in order to get
20 that line.

21 But it was just communication is how
22 we did it.

1 MS. GRAAB: And if KJRY were providing
2 emergency service to Fort Transfer, would you be
3 able to plan what shipments would be received
4 when and coordinate with NS?

5 MR. GRANTHAM: To be honest with you,
6 no, I don't know that I could do that. It's just
7 that throws another -- throws another bone in the
8 mix there.

9 You know, I don't know that we could
10 do that and if we could do that effectively, so
11 no I guess would be my answer.

12 MR. LIGHT: For TP&W, when you stopped
13 providing service to Fort Transfer, did you --
14 did you start running fewer trains as a result of
15 that decision, or were there other trains -- was
16 there other traffic on those trains that --

17 MR. GRANTHAM: Yes, no, we -- we
18 didn't stop running traffic to that portion of
19 traffic that was no longer coming in, but it
20 didn't prevent us from still having to go to the
21 TZPR and do what we do every day, because again,
22 that is not the only traffic that we go to get.

1 We go to get traffic for other customers as well.

2 MR. LIGHT: So are you saying that
3 you're still running the same number of trains
4 even though you're not serving Fort Transfer? Is
5 that --

6 MR. GRANTHAM: Yes sir.

7 MR. LIGHT: -- right?

8 MR. LaKEMPER: I think, for
9 clarification, except for the trains that ran out
10 to Fort Transfer, so those night jobs that Ross
11 just referred to, those are not being run --

12 MR. LIGHT: Okay, so --

13 MR. LaKEMPER: -- the everyday trains,
14 but the ones into and out of TZPR are still
15 running.

16 MR. GRANTHAM: Correct.

17 MR. LIGHT: So my question is, you
18 took traffic from -- well, when you delivered
19 traffic to Fort Transfer, was that traffic that
20 was -- were -- was the traffic on those trains
21 destined only for the Morton lead, or was there
22 other -- was that part of a longer shipment or

1 something?

2 MR. GRANTHAM: The traffic that was
3 destined to Fort Transfer would come over on
4 another interchange -- on the same interchange as
5 they, you know, another 10 customers, so the TZPR
6 would say hey, you need to come over and pick up
7 track 22 today; that's where your interchange is
8 at.

9 Then those cars on track 22 could have
10 10 or 12 of our customers' cars in there, Fort
11 Transfer and Morton Buildings being two of the
12 twelve customers that were picking up.

13 MR. LONG: This is Gary Long, let me
14 see if I might be able to clarify. Ross, correct
15 me if I am wrong here.

16 But basically, if we were to allow
17 KJRY to provide this service, we would actually
18 have to clear our railroad from the Morton
19 Industrial Lead all the way through to TZPR.

20 The way we handle the traffic now for
21 the Morton lead is we actually yard it at East
22 Peoria, and it's mixed with other customers. In

1 order to be able to do this safely, we would
2 actually have to provide them clearance to take
3 the traffic all the way through, which would
4 disrupt our yard operations at TP&W, disrupt our
5 train classification at TP&W and East Peoria.

6 And so that is the difference, is we
7 don't specifically handle -- this is one train
8 all the way through, and that's -- if we were,
9 that's the way this would have to work.

10 MR. LIGHT: And so before you --

11 MR. LaKEMPER: This is -- this is KJ,
12 that is not true; none of that is true.

13 MR. LONG: This is our operation, this
14 is exactly how we would do it.

15 MR. BINET: I'm going to ask you guys
16 to stick to the rules that we set up at the
17 beginning that we don't talk at each other. I
18 mean, you guys should each -- I'd like you to
19 each have an opportunity to respond to the
20 other's statements on the record, but please do
21 not direct your comments at one another. Thank
22 you.

1 MR. LAKEMPER: Sorry.

2 MR. LIGHT: So before TP&W stopped
3 providing service, when it picked up the cars for
4 Fort Transfer, were those trains carrying other
5 traffic, or was it just traffic destined to
6 Morton lead?

7 MR. GRANTHAM: This is Ross Grantham.
8 It is carrying other traffic, not just destined
9 for the Morton spur.

10 MR. LIGHT: Where was that traffic
11 going? Or I think it maybe differed over time,
12 but --

13 MR. GRANTHAM: Yes, that traffic that
14 we pulled from the TZPR does come to East Peoria
15 yard. It's manifest, mixed manifest traffic, and
16 it gets -- you know, it gets switched at East
17 Peoria, or classified and put on respective
18 trains out of East Peoria.

19 MR. STREETER: Okay, may I ask a
20 question?

21 MR. GRANTHAM: Which includes the
22 train that would take the Morton spur line

1 traffic to Morton spur.

2 MR. BINET: Mr. Streeter would like to
3 make a comment. You can't ask a question --

4 MR. STREETER: All right --

5 MR. BINET: -- but you can make a
6 comment.

7 MR. STREETER: Where I am -- I am
8 totally confused by the map, and that if you're
9 going out to Morton and you have three cars, and
10 you're moving over the Norfolk Southern, did you
11 have another additional 10-15 cars for other
12 clients or customers that you were going to move
13 over the NS, and if you did, where were you going
14 to park those while you were going down the
15 Morton lead or the Morton branch?

16 MR. GRANTHAM: This is Ross Grantham.
17 No sir, the only cars that go to Morton are cars
18 destined for Fort Transfer and Morton Buildings.

19 MR. STREETER: Okay; thank you.

20 MR. LIGHT: So why would KJRY -- why
21 would you need to clear the entire line for KJRY
22 to carry Fort Transfer's traffic, but you don't

1 need to clear the entire line for your own
2 trains? Is that a dumb question?

3 MR. LONG: Gary Long speaking, and it
4 would be because we classify traffic at East
5 Peoria yard -- both to and from.

6 MR. LaKEMPER: Can KJRY have a
7 response at some point?

8 MR. BINET: Yes, please go ahead.

9 MR. LaKEMPER: Okay.

10 Under the TP&W's operation, as they
11 correctly stated, they get the cars from TZPR,
12 and they go into the East Peoria yard, and then
13 they're broken up, and they probably sit there
14 for a couple days, depending on when they arrived
15 because they only went to Morton twice a week as
16 a general proposition.

17 They then have an entirely separate
18 train that goes down their line to the NS
19 interchange, so they've got to stop their
20 operations to run that train. Then it goes on to
21 the NS. At that point, they are free. They have
22 no line between East Peoria and Morton. It's the

1 NS.

2 And until it gets back to East Peoria,
3 and then has to switch onto their line -- again,
4 stopping their operations where it comes into
5 their yard -- that again is a separate train.
6 Those trains will be eliminated under our
7 scenario. There will be no train in and out of
8 the TP&W yard. The cars won't go from the TZPR
9 into the TP&W yard in the first place.

10 As was, I think reading between the
11 lines, admitted, the real constraint here is
12 getting a window onto the Norfolk Southern, which
13 is the eight miles from Crandall Junction down to
14 East Peoria.

15 We would be doing that with the
16 Norfolk Southern. We would simply be replacing
17 the TP&W train, not adding one. Once we get to
18 East Peoria, then we're approximately a mile from
19 TZPR, which could be transmitted in minutes that
20 can be counted on the fingers of one hand.

21 We could sit on the NS for a while if
22 there's a -- if there's a train going over that

1 particular one-mile stretch, but it's not going
2 to interfere with anybody's operation for us to
3 transit that one mile into the TZP yard, deliver
4 our interchange, pick up our interchange, and
5 head back to Morton.

6 And in fact, it's much more efficient
7 for all the carriers involved, with the possible
8 exception of the Norfolk Southern because it's
9 simply replacements, so there's really no effect
10 on them.

11 But the TZP is delivering the cars
12 directly to us, so they never go into the TP&W
13 yard, and the business of dispatching that train
14 to Morton doesn't happen, so actually the yard
15 congestion in the TP&W yard such as it exists is
16 alleviated by our proposal.

17 And so, you know, this bit about it's
18 going to disrupt them, they have to clear their
19 railroad between Morton and East Peoria, they
20 don't have any railroad between Morton and East
21 Peoria to clear. It's the NS, and we'll, you
22 know, we're accepting that we've got to work with

1 the NS just as they have worked with the NS for
2 the past 20 years to get that business over the
3 Norfolk Southern.

4 But while the NS does have traffic,
5 that is not a heavily used piece of railroad, and
6 the NS has expressed, as you've all heard, no
7 concerns about us simply replacing the TP&W
8 service.

9 MS. GRAAB: This question is for TP&W.

10 I believe in TP&W's filings, you
11 mentioned that you would be -- correct me if I
12 mischaracterize this --- that you would be
13 amenable to KJRY operating over the Morton lead
14 and transferring -- where -- and in that
15 situation, TP&W would push the cars on and off
16 the diamond to transfer them to KJRY. Is that a
17 fair characterization of the proposal in your
18 filings?

19 MR. HOCKY: This is Eric. It's a fair
20 characterization of the proposal if the Board
21 determines to award emergency -- or allow
22 emergency service. It doesn't mean that that's

1 what we would like to happen or that we think is
2 what's appropriate to happen.

3 MS. GRAAB: I understand.

4 MR. HOCKY: I just want to clarify
5 that. But if it were awarded, that is the
6 proposal for how we think it should be operated.

7 MS. GRAAB: Okay; thank you.

8 And as a follow-up question, earlier,
9 TP&W talked about how, if KJRY were to
10 hypothetically operate over the line, it would
11 make it more difficult for TP&W to know what
12 shipments are coming when and to accordingly
13 coordinate with NS.

14 If KJRY only operated on the lead, and
15 TP&W pushed the cars on and off the lead so that
16 KJRY could get them, would those issues about
17 coordinating the shipments on the line still be a
18 concern?

19 MR. HOCKY: No.

20 MS. GRAAB: So it -- under that
21 proposal, TP&W does not see any -- does not have
22 any concerns regarding impact to its other

1 existing customers?

2 MR. LONG: If we were to bring the
3 traffic to the diamond and spot the cars, post
4 the empties and pull the loads -- or, excuse me,
5 spot the loads and pull the empties --- on the
6 Morton Industrial Lead, we would -- we could
7 operate the service as it was previously.

8 MS. GRAAB: Okay, thank you.

9 KJRY and/or Fort Transfer, do you have
10 any problems with that proposal?

11 MR. STREETER: Yes.

12 MS. GRAAB: Go ahead.

13 MR. STREETER: If they can get things
14 confused, it will happen. The fewer lines that
15 you have operating, the better service you're
16 going to get as a shipper and as a receiver, and
17 when you start talking about one is going to
18 operate for three miles and then the other one is
19 going to operate, and then it just -- to
20 introduce a separate carrier, you've heard them,
21 they can't even figure out their own coordination
22 internally, so how are we going to sit there and

1 figure out, you know, what are the railroads
2 doing?

3 We want to have one carrier that can
4 come in there, provide a service, get it to the
5 main line, and get it out of town.

6 MS. GRAAB: So other than Fort
7 Transfer's concern that TP&W might have trouble
8 coordinating, what specific problems are there
9 with KJRY operating over that specific portion of
10 the line?

11 MR. STREETER: From what I understand

12 --

13 MR. GRANTHAM: Yes ma'am, this is --
14 this is Ross Grantham.

15 You know, we are leaving out one
16 important piece. Now, Mr. LaKemper wanted to say
17 that there is no validation of what we're saying.
18 Now, we're not talking about the traffic that
19 comes into the TZPR. Is the TZPR then supposed
20 to block or create a separate block of just
21 Morton traffic? Am I understanding that
22 correctly?

1 MR. BINET: This is just my guess,
2 being someone who does not run railroads, but
3 wouldn't you simply include them as part of your
4 regular trains, the only point -- the only
5 difference being that rather than taking them all
6 the way down the lead, you're just going to push
7 it onto the diamond and then keep going about
8 your business?

9 Is that a fair characterization? So
10 it does not really change your blocking --

11 MR. LaKEMPER: Well -- well, this is
12 Keokuk.

13 They could block it with our other
14 Keokuk business, or, you know, I mean half the
15 time we have to dig our interchange cars out of a
16 block of cars in the yard anyway, so I don't see
17 that as an issue.

18 MR. GRANTHAM: So the -- so having to
19 dig more cars out at the TZPR and take up their
20 lead time is what you're proposing then?

21 MS. GRAAB: This question is for TP&W.
22 I apologize if I am missing something. I thought

1 that TP&W was proposing that situation where TP&W
2 pushes the cars on and off the -- the lead to
3 KJRY, that would be TP&W's preference if we were
4 to authorize emergency service. My understanding
5 was TP&W said in their filings that that would be
6 their proposal.

7 Is -- is -- are there problems with
8 that proposal for TP&W? Is that not the -- is
9 that not TP&W's proposal for emergency service?

10 MR. HOCKY: No, it is. I think Ross
11 was really getting back to the former point that
12 KJRY was making, if it operated in an additional
13 --

14 MS. GRAAB: Oh --

15 MR. HOCKY: -- and not something about
16 if we took --

17 MR. GRANTHAM: Correct.

18 MR. HOCKY: -- the cars out.

19 MS. GRAAB: Thank you.

20 MR. HOCKY: Okay, so I think there was
21 just some cross purposes there --

22 MS. GRAAB: Okay.

1 MR. HOCKY: -- or cross discussion.

2 MR. GRANTHAM: Yes, yes sir, and
3 that's correct, I apologize, that's what I was
4 referring to is if the KJRY took it the entire
5 length.

6 But yes, our proposal would still be
7 taking it to the Crandall lead and shoving them
8 down.

9 MR. BINET: Okay, thank you.

10 And for Fort Transfer, just to
11 clarify, although you have concerns about having
12 TP&W bring it to the diamond and then have KJRY
13 take it down the lead, are you completely opposed
14 to that proposal, I mean, such that you would
15 rather have no service than some service?

16 MR. KAHLER: I guess out of
17 understanding, I don't -- I don't understand, if
18 we have empties and loadeds, if there's spots in
19 -- I mean, where those are parked, or how do they
20 -- does the TP&W then have to wait for Keokuk to
21 unload ours and bring them the empties?

22 I don't understand the logistics of

1 it, how that -- it seems like it's going to make
2 it a lot more complicated, how we move -- I mean,
3 you're going to have two locomotives moving cars
4 on the same line, and how you're moving the
5 empties and the loadeds in between them, I -- I
6 don't know if the track has that ability. I
7 mean, it seems like a single track to me, but I
8 don't know if there's spots -- I don't understand
9 enough of it to comment, but it seems like that
10 would make it a lot more challenging for us to
11 move our empties when they're done, and when the
12 TP&W drops off new loaded ones, how do we -- how
13 does that get coordinated, is what I don't --

14 MR. STREETER: Plus, plus we have a
15 real concern --

16 MR. LaKEMPER: This is Keokuk, that
17 would be a logistical nightmare to try to move
18 those cars around and coordinate at Crandall
19 Junction, plus the additional cost that would be
20 put onto the service by adding an additional
21 carrier into the routing.

22 Under our scenario, we simply replace

1 the TP&W. There would be no additional carrier,
2 and the proposal that the TP&W go out on the NS
3 with -- with the cars and leaving the Crandall
4 Junction, and then that we bring cars up and that
5 they sit there and all of that, just, it's not
6 going to be efficient -- either from an operating
7 or an economic standpoint, in our view.

8 MS. GRAAB: TP&W, could you respond to
9 the technical questions raised by Fort Transfer
10 regarding how it would work if KJRY were to push
11 the cars back over the diamond to TP&W?

12 MR. GRANTHAM: Yes ma'am, this is Ross
13 Grantham.

14 Nothing would change from the TP&W's
15 current operation today. We'd bring an
16 interchange over from the TZPR, and that cut of
17 cars that we bring back to East Peoria Yard would
18 be Fort Transfer's cars. We would switch those
19 cars out. We would send our train crew out to
20 Crandall, running across the NS.

21 We have a siding at Crandall that we
22 could then, after exiting the NS main line, shove

1 into our siding at Crandall, just south or west
2 of the diamond there, leave the cars there for
3 Keokuk Junction to pull down and spot to the
4 customers --

5 MS. GRAAB: And --

6 MR. GRANTHAM: -- with the -- yes
7 ma'am, go ahead.

8 MS. GRAAB: I am sorry to interrupt,
9 I didn't mean to.

10 And then would KJRY leave the cars at
11 that siding at Crandall for delivery to you?

12 MR. GRANTHAM: Yes ma'am, that would
13 be -- that would be my suggestion.

14 MR. LaKEMPER: I don't think we can
15 get around the train to do that.

16 MS. GRAAB: I am sorry, who --

17 MR. LaKEMPER: But I'd have to take a
18 look. I mean, we haven't really researched that
19 thoroughly, so we'd have to take a harder look at
20 it, but it would certainly be difficult.

21 MS. GRAAB: Unless anybody has more
22 follow-up questions, or Fort Transfer has any

1 additional factual information to add on that
2 point, we will ask a couple questions about Fort
3 Transfer's reference to sale of the line.

4 PARTICIPANT: Go ahead.

5 MS. GRAAB: Okay.

6 Fort Transfer, in your March 20th
7 filing, you requested that the Board authorize
8 mediation, and you said, "which would perhaps
9 facilitate the sale of the line and the permanent
10 resumption of rail service."

11 Could you talk about what you think
12 the sale of the line might look like, and what
13 you are seeking in a request for mediation?

14 MR. STREETER: All right.

15 The request for mediation is simply
16 that we're looking at 270 days. If we don't have
17 a permanent arrangement set up at the end of 270,
18 what happens? 21 years ago, when I filed the
19 case that -- in the Caddo Valley -- it didn't end
20 at 270 days. Furthermore, the 8th Circuit
21 stepped in and granted an injunction that kept us
22 on the line until the sale became final.

1 So it's a different -- it's a
2 different scenario today. We can't count on the
3 temporary activities turning into a permanent
4 solution.

5 So there are two -- two, maybe one or
6 two permanent solutions. One was suggested to me
7 yesterday, was that TP&W and Keokuk Junction
8 would get together and come up with some kind of
9 a lease agreement, but I want the lease agreement
10 to also take care of whatever operational things
11 that are set up so that we don't constantly have
12 the problem that every other year, oh, it's
13 temporary, but you know, this changed, and now we
14 need to change it. I want it either to be a sale
15 -- a company with a permanent agreement between
16 the parties as to how the thing is going to
17 operate.

18 We cannot leave it open to question.
19 I mean, we have sat here and listened for the
20 last half an hour as to problems here, problems
21 there. I really don't care; I just want service
22 for my client, and I want it as soon as possible.

1 I don't want to have to sit and wait for TP&W to
2 indefinitely decide well, we may keep it in
3 business, but then, on the other hand, we may
4 continue the embargo.

5 Most of the time embargoes are put in
6 place when it becomes absolutely physically
7 incapable of operating over a line. This one,
8 yes, they had some problems, but from what I have
9 been told, they came down the other day on
10 Sunday, stopped on the way south to flag it and
11 walk it across, but then from what I understand
12 is that it was just straight on down to Fort
13 Transfer and turn it around. Coming back, they
14 didn't even pause.

15 That tells me that that line is not in
16 that bad of shape that you cannot have normal
17 rail operations at ten miles an hour.

18 But I just -- I think it's important
19 here, my client has put a lot of money into a
20 facility. He wants to expand that facility. In
21 order to do that, we've got to have assurances
22 that we're going to have rail service, and if one

1 doesn't want to do it because they're not making
2 enough money, move them out.

3 MS. GRAAB: When you propose sale or
4 lease of the line, you are talking about just the
5 Morton lead?

6 MR. STREETER: Yes, but it's got to be
7 combined with an overall solution. We can't
8 leave pieces hanging so that we're going to be
9 constantly involved in conflicts between the two
10 railroads.

11 MR. FORSTALL: Let me -- let me
12 clarify what you just said.

13 By a solution, you mean the lead plus
14 the appropriate trackage rights to make it all
15 the way to the TZPR, is that --

16 MR. STREETER: Yes.

17 MR. FORSTALL: -- correct?

18 MR. STREETER: Yes. Or --

19 MR. FORSTALL: Thank you.

20 MR. STREETER: -- TZPR beyond whatever
21 -- I think one of them has to get across the
22 river.

1 I have not been out to view the
2 situation, so I -- I am leaving it to these guys
3 to paint the picture for us, and it -- I am
4 frankly having a bit of trouble following what
5 the problem is.

6 MR. BINET: I want to ask a
7 clarification question on your request for
8 mediation. Is that request solely tied to sale
9 of the line, or is it a request for mediation for
10 all of the service issues that we've been talking
11 about today?

12 MR. STREETER: Why -- why piecemeal
13 things? Let's try to get everything settled once
14 and for all if we can. If we can't get it done
15 in mediation, if these guys end up losing a
16 million dollars, I know of a case where, you
17 know, I've gotten damages out of a railroad for
18 refusing to put in four carloads of ballast and
19 embargoing it.

20 MR. BINET: So you're amenable to
21 mediating this -- the whole dispute -- and not
22 just --

1 MR. STREETER: I believe so, yes.

2 MS. GRAAB: Even given the what has
3 been said urgent situation?

4 MR. STREETER: Well, I think we need
5 an emergency service order, but while the
6 emergency service order is in place, then we go
7 ahead with the mediation and try to come up with
8 a permanent solution.

9 I mean, the railroads are there to
10 provide service. We've got one that is actively
11 pushing to give us service. We've got one
12 that's, well, we don't know if we want to or not.
13 And that's just calling it the way it is.

14 MR. BINET: Just for the purposes of
15 the record, can TP&W state whether or not they
16 are amenable to mediation for this service
17 dispute, outside of the pending emergency service
18 petition, but just in general?

19 MR. LONG: Yes, I -- go ahead.

20 MR. HOCKY: Well, from a legal
21 standpoint, I am not sure that we're in a
22 position to say yes or no at this moment, and I

1 think it's maybe premature until there is an
2 order or not.

3 It doesn't mean that we would not have
4 discussions once the dust settles, and with
5 whoever.

6 I mean, as Gary said earlier, you
7 know, we'll have discussions now with the
8 customers if they would like to about the
9 commercial relationship and -- and how it can be
10 structured to support repairs and restore service
11 to the line, and then, you know, we don't have
12 these issues.

13 But I don't know that there needs to
14 be mediation. It could just be them talking to
15 each other. You know, right now, it's in quasi-
16 litigation, and so that sort of took it out of
17 the discussion.

18 MS. GRAAB: So to be clear, TP&W is
19 saying that it's opposed to the Board sending the
20 request for emergency service to mediation?

21 MR. HOCKY: It's more than the request
22 for emergency service to mediation, you know, I

1 have to -- I don't know that I have authority to
2 say yes. I think that they would, but -- but I
3 can -- we can get back to you --

4 MR. STREETER: Yes, Eric --

5 MR. HOCKY: -- by tomorrow morning.
6 I am supposed to be on a plane in a couple hours,
7 but --

8 MR. STREETER: Yes, all right. The
9 thing is, we could --

10 MR. HOCKY: I will be -- I won't be
11 able to get back to you today, but I can talk to
12 you by tomorrow morning.

13 MR. STREETER: We can separate this
14 out. I mean, I am not saying -- I think the
15 emergency service order either ought to issue or
16 it ought not to.

17 If it does, then we try to discuss it
18 with them, try to reach an agreement, and then if
19 we can't and it becomes clear we can't, then
20 throw it to mediation or something else. That's
21 really, I think, a more appropriate measure or
22 approach.

1 But, you know, we threw in mediation
2 because we want to talk it out, we want to come
3 up with a solution. That's the bottom line.

4 MS. GRAAB: Okay, so just to be clear
5 --

6 MR. LONG: Just let me say, TP&W, this
7 is Gary Long, concurs with that statement.

8 MS. GRAAB: Okay.

9 So just to be clear, both Fort
10 Transfer and TP&W are saying that they would
11 prefer the Board -- that they would -- that they
12 would oppose the Board sending Fort Transfer's
13 request for emergency service to mediation?

14 MR. STREETER: I think the Board
15 should make the decision based on the record.
16 It's not us to mediate because I think the cards
17 have been laid out pretty clearly, so if we can
18 get the service reinstated, and we need it
19 reinstated before the season really gets
20 moving, I mean --

21 MS. GRAAB: I understand. I am only
22 clarifying because I thought you said earlier

1 that you would be -- that you would like this to
2 go to mediation through --

3 MR. STREETER: Well, I do, if we can't
4 -- if we can't sit down and negotiate an
5 agreement with TP&W, Keokuk Junction, and get it
6 where these guys can sleep at night, that's --
7 that's what I am after.

8 I am not asking the Board at this
9 point to order mediation, and I think TP&W agrees
10 with me, and I think Keokuk Junction agrees with
11 me, though I can't speak for them.

12 MS. GRAAB: Okay.

13 MR. LAKEMPER: Keokuk Junction is here
14 at the request of Fort. They contacted us asking
15 if we would provide service, which we indicated
16 we would do, and so, you know, I think it's
17 really driven by Fort, and if they want to
18 mediate this, we'll be glad to participate in
19 that mediation, and we're here to provide the
20 service if they need it.

21 MS. GRAAB: Okay; thanks.

22 All right. Well, that is it for

1 questions on our end. Like Jonathon said
2 earlier, if the parties want to file supplemental
3 information, we're asking that be submitted and
4 filed before close of business on Friday.

5 MR. BINET: And we will make every
6 effort to get the transcript from today into the
7 record before that. If we cannot, however, we
8 will let it be known that we'll extend the date
9 by which you can supplement, you know, so that
10 everyone has an opportunity to see the transcript
11 before they want to file any corrections or
12 otherwise.

13 But --

14 MR. STREETER: Thank you very much.

15 MR. BINET: Okay.

16 MR. HOCKY: And one last thing, I
17 assume that that's normal close of business on
18 Friday? I know it's --

19 MR. BINET: Yes.

20 MR. HOCKY: -- Good Friday, and it's
21 Passover.

22 MR. BINET: Yes, it's our normal --

1 yeah.

2 MR. KAHLER: A question, how long --
3 how long does it take for a ruling to happen to
4 get service? I mean, what's our timeline we can
5 tell our customers that we'll know?

6 MR. BINET: I can't give you a date
7 certain --

8 MR. KAHLER: Okay.

9 MR. BINET: -- on when the Board would
10 issue a final decision. I will say that, because
11 it is an emergency service petition, the Board
12 makes every effort to move as quickly as possible
13 --

14 MR. KAHLER: Okay.

15 MR. BINET: -- it becomes a -- it is
16 a high priority for us.

17 MR. KAHLER: Thanks.

18 MR. BINET: Sure.

19 Okay. Thank you to everyone for
20 participating today. I know it was long, but it
21 was very constructive, and I think we all found
22 it very helpful.

1 So at this point, you are free to hang
2 up, and we'll go off the record. Thank you.

3 (Whereupon, the above-entitled matter
4 went off the record at 12:08 p.m.)

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A

\$15,000 102:14
\$166,500 103:4
\$2,500 101:10
\$20,500 103:4
\$30,000 102:6
\$300,000 98:6 101:17
\$315,000 98:6
\$43,500 101:22
\$5,000 102:16 108:2
\$50 101:5
\$689,000 99:20
\$75,000 98:7
a.m 1:15 3:2 50:2,3
 112:3
abandon 59:13,19 60:1
 64:14
abandoning 52:10
abandonment 52:17
 57:18
ability 7:22 141:6
able 9:14,15,18,19 10:5
 15:7 19:16 25:3,5,8
 26:19 27:11 28:17
 29:20 30:11 35:2
 37:20 39:16 41:9
 57:19 60:4 65:17
 78:19 93:17 111:17
 113:9 125:3 127:14
 128:1 151:11
above-entitled 1:15
 50:1 112:2 156:3
absolute 105:17 108:5
absolutely 49:17 82:5
 146:6
accelerating 72:3
accept 31:16 41:10
acceptable 72:10
accepting 133:22
access 39:15 74:17
account 75:5
accurate 7:6
actively 149:10
activities 145:3
add 20:7 39:2 57:12
 83:7 144:1
added 3:20 7:11 11:2
 100:3
adding 116:20 132:17
 141:20
addition 91:11 120:7
additional 3:13 7:11
 20:7 33:18 50:15 83:6
 130:11 139:12 141:19
 141:20 142:1 144:1
address 22:5 99:3
addressed 17:11
 101:17 102:3,15

106:14 114:3
adjacent 34:8
admitted 132:11
advantage 25:12 34:18
 34:22
afternoon 124:15
ag 7:10 26:14 60:18
ago 7:11 10:22 11:3
 14:19 17:9 45:5 56:1
 57:4 58:17 91:20 95:5
 107:3 144:18
agreeable 114:18
agreement 89:5,9,20
 90:5 91:17 92:1 93:9
 93:18 114:18 145:9,9
 145:15 151:18 153:5
agreements 89:17
 93:22 94:3,10
agrees 153:9,10
ahead 3:3 4:3 5:3 6:8
 52:6 56:6 89:3 97:8
 131:8 136:12 143:7
 144:4 149:7,19
ALFRED 1:18
Alison 1:19 4:12 6:9
alleviated 133:16
allocated 21:8
allow 22:2 23:13 43:4
 67:22 84:4,21 111:15
 127:16 134:21
allowed 86:4 117:21
allows 34:11 39:22 40:5
alternate 93:5
alternative 1:8 28:20
 53:14 61:1 83:7
alternatives 53:4,21
 62:11
amenable 134:13
 148:20 149:16
AMERICA 1:1
amount 30:1 42:7 67:4
 68:1 69:5
amounts 106:2
and/or 136:9
announce 4:8
annual 39:5 60:20,20
annually 39:14
answer 12:2 28:7 29:4
 30:8 36:2 53:20 62:14
 65:21 70:3 95:13
 108:5 114:12 123:17
 125:11
answering 15:17
answers 6:1 73:12
 109:18
anybody 15:10 50:5
 73:12 97:20 143:21
anybody's 133:2
anymore 101:8

anyway 138:16
apologize 38:22 42:11
 74:1 97:5 138:22
 140:3
APPEARANCES 2:1
appears 104:10
apples 27:14,14 118:14
apply 45:7,12,14 46:16
 47:1 89:18
appreciate 121:21
approach 59:11 109:5
 151:22
approached 28:22
 58:17 91:21
appropriate 92:22
 135:2 147:14 151:21
approval 31:4 32:3 36:9
 38:4,8,15,16,20 41:19
 45:19 47:17 48:4
 53:10 57:6 64:1
approve 11:20 29:1
 31:9,21 48:2
approved 10:3 22:11
 23:14 28:21 30:15
 41:1,2 47:1
approximately 44:13
 74:13 89:10 132:18
April 1:14
area 25:2 35:14 37:18
 85:20 119:2
areas 6:14 13:8
arranged 3:12 6:4
arrangement 144:17
arrangements 30:6
 90:13 96:18
arrive 75:4
arrived 16:11 131:14
arrives 26:1 74:8
asked 14:10 17:4 27:11
 54:18 63:14 65:20
 66:10 95:14
asking 3:16 6:5 40:11
 54:9 96:1,4 113:4
 153:8,14 154:3
asphalt 102:9,11
asset 56:16
assist 5:17
Assistance 1:18 4:15
Assistant 2:4
associated 12:20 51:9
 56:18 66:1
assume 35:17 45:12
 84:10 154:17
assuming 13:1 38:4
 40:21 67:13 70:18
assurances 146:21
attached 75:13 86:1
attorney 2:2,4 4:10,13
August 102:21

authority 151:1
authorization 85:12
authorize 87:12,17
 139:4 144:7
authorized 112:20
available 26:5 27:2
 49:16 66:12,12
 110:20
average 116:1
avoid 124:1
award 134:21
awarded 135:5
aware 59:15 79:10

B

B 2:2 123:12
back 11:16,18,18 14:7
 18:3 19:22 20:15
 26:22 36:4,16 48:22
 49:12 50:4 58:15 61:9
 62:12 64:6 66:2,15
 67:6,13,16,21 69:3,4
 69:13,21 70:6,19 71:1
 74:10,21 75:10 86:19
 87:9 88:18 92:10
 98:12,16,19 100:19
 101:20 103:5 105:1
 107:5 109:8 110:15
 121:2,7 123:15 132:2
 133:5 139:11 142:11
 142:17 146:13 151:3
 151:11
backlogged 31:9
backtrack 122:6
bad 12:22 13:5 68:22
 105:21 146:16
ballast 148:18
barrier 9:13 36:18
base 88:10
based 50:20 88:13
 123:2 124:17 152:15
basically 42:14 97:9
 120:5,6 127:16
basis 89:15 105:4
 108:10
batteries 100:2 101:9
bear 16:1
bearing 109:17
bed 14:22
beginning 6:10 108:20
 128:17
behalf 2:2,6,13,18 29:5
 38:6 45:20 47:19 86:3
believe 31:7 41:22
 50:21 56:13,14 82:18
 84:6 86:2 120:12,21
 134:10 149:1
benefit 26:15 111:9

benefits 24:9 26:3 28:3
 35:1
best 38:10 88:8 110:5,8
better 56:21 79:2
 136:15
beyond 13:20 79:1
 80:15 93:7 147:20
big 15:6 16:14,19 35:4
bill 42:2
Binet 1:17 3:3 4:9 5:2
 5:15 15:9 29:18 30:13
 30:20 31:22 32:14
 36:11 37:3,7 38:1
 44:5,9 48:3,7 52:7,21
 53:2 54:17 55:10
 58:14 59:3,7 61:14
 69:7 70:1 71:9 72:3
 86:14 87:11,20 93:11
 93:14 100:14,18,21
 101:2 103:10,17,22
 109:13 110:2,11,22
 111:10,12,19 116:16
 116:22 117:6 118:3
 120:2 128:15 130:2,5
 131:8 138:1 140:9
 148:6,20 149:14
 154:5,15,19,22 155:6
 155:9,15,18
bit 15:12 33:14,16
 56:11,14 70:16 89:3
 115:20 116:7 123:18
 133:17 148:4
block 137:20,20 138:13
 138:16
blocking 138:10
blocks 86:11
board 1:3 3:10,12,16,22
 4:5 6:2 68:14 84:4
 92:5 93:15,20 94:22
 95:9,14 96:2 99:10
 112:20 134:20 144:7
 150:19 152:11,12,14
 153:8 155:9,11
Board's 95:16
bolt 107:8
bolts 105:10
bone 125:7
bottom 37:10 152:3
Brad 2:14 4:22 10:6
 19:18 21:2 24:15
 25:19 42:13 44:11
 62:8,13 66:11
Brad's 16:7
brainstorming 18:7
branch 88:19 130:15
break 49:12,13 109:8
 112:1
Brett 16:6 62:5,13 63:4
 63:8,13

Brian 16:8
bridge 77:14,15,16,22
 78:7,13,16,20 79:3,8
 79:9,11,13,15,18,21
 80:1,14,18,22 81:4,7
 82:1,8,9 85:3,4,7
 102:14 106:1 107:20
 107:22 108:5 109:5
bridges 72:16 73:2 74:2
 75:2,14,17 76:6 77:4
 77:10,20 106:3
briefly 5:18
brim 25:9
bring 7:8,14,19 27:1
 28:13 29:12 39:11,12
 40:6 41:11 42:5,11
 43:8,15 44:5 48:11
 67:21 68:2 69:12 70:5
 74:10 78:6 86:19 91:3
 96:13 98:19 99:17
 100:11 136:2 140:12
 140:21 142:4,15,17
bringing 8:3,11 10:22
 11:6 41:15 44:6 48:1
 68:5 103:4
brings 22:8 121:16
broad 119:9,14
broke 102:3
broken 102:4 104:18
 105:18 131:13
brought 41:18 42:17
 45:17 56:2 75:15
 98:16
buffer 33:7
build 36:10
building 34:7 66:7 72:9
buildings 15:1 19:15
 51:15 80:8,16 103:2
 106:20 124:10 127:11
 130:18
built 10:1,15 11:1 12:2
burden 18:19 19:2
 53:18 61:11 64:22
business 17:15 19:3,17
 26:12 27:20 32:1
 52:15,16 58:11 60:12
 105:16 119:21 133:13
 134:2 138:8,14 146:3
 154:4,17
businesses 34:15
buy 32:9

C

C 123:12
cabinet 100:1,12 101:5
 101:6
Caddo 144:19
calculations 98:18
 104:14

call 18:5 49:12 63:4
 65:12,13,14 66:16
called 19:10 62:13
calling 149:13
candid 17:2
candidly 51:22
canvassing 16:12
capability 74:18
capable 35:15
capacity 9:18
capital 103:14
car 7:19 9:11 15:3 27:1
 36:20 37:14,15,16,19
 40:3 42:5 45:22 46:3
 49:7 73:16 74:7,18
 124:9,10
cards 152:16
care 12:14,15 76:11
 108:13 109:3 145:10
 145:21
carloads 148:18
carrier 28:19 136:20
 137:3 141:21 142:1
carriers 29:2 30:3
 105:15 133:7
carry 130:22
carrying 129:4,8
cars 6:22 8:4 14:4,9
 17:6,16,18 24:4,20
 37:21 51:11 55:5
 56:17,19,20 68:2
 74:10 75:6,9 76:10
 79:1 80:15 96:13,14
 97:3,14 109:4 114:9
 115:11 123:2 127:9
 127:10 129:3 130:9
 130:11,17,17 131:11
 132:8 133:11 134:15
 135:15 136:3 138:15
 138:16,19 139:2,18
 141:3,18 142:3,4,11
 142:17,18,19 143:2
 143:10
case 36:19 90:20 95:12
 120:1 144:19 148:16
cases 38:9
catastrophic 105:12
catches 37:12
Caterpillar 102:18
cause 15:7 97:2
caveats 104:8
CDL 28:4
CDL-qualified 26:19
 27:15
CDLs 18:18 53:16
cell 49:18
centered 33:21
certain 10:18 155:7
certainly 93:7 143:20

certainty 105:17
certifications 30:10
 53:16
certified 18:17
CFO 16:7
challenging 141:10
change 17:5 41:4,9,19
 138:10 142:14 145:14
changed 7:16 145:13
changes 49:5
characterization 29:17
 134:17,20 138:9
charge 42:4
checking 51:19
chime 5:3 79:21
choice 14:1
chosen 39:16
Circuit 144:20
city 32:16 34:19 36:8,9
 39:22 46:9
clarification 126:9
 148:7
clarify 53:19 73:13 77:7
 96:8 110:5 120:4
 121:4 127:14 135:4
 140:11 147:12
clarifying 121:20
 152:22
class 68:5 69:17 75:15
 98:16 100:18,20
 105:15 106:17,18,19
classes 70:6
classification 128:5
classified 129:17
classify 131:4
clear 29:8 35:7 44:10
 72:18 75:21 76:15
 82:5 90:4 106:21
 120:5,8 122:2 127:18
 130:21 131:1 133:18
 133:21 150:18 151:19
 152:4,9
clearance 128:2
clearly 24:11 89:4
 152:17
client 145:22 146:19
clients 130:12
close 11:12 94:4 108:16
 154:4,17
closer 107:22
closest 32:15 34:19
COB 111:2,7
code 105:1
Colby 120:15,20
cold 26:15
colleagues 6:15
Collier 120:18
color 78:2,6
combined 147:7

- come** 18:4 34:9 55:22
 91:16,17 92:3 98:9
 117:22 119:11,12
 127:3,6 129:14 137:4
 145:8 149:7 152:2
comes 25:16 47:20
 74:7 132:4 137:19
coming 11:8 26:14 33:2
 33:19 53:14 88:12
 90:13 119:19 125:19
 135:12 146:13
comment 83:11 112:12
 130:3,6 141:9
comments 83:18
 128:21
commercial 150:9
commitments 14:16
commodities 6:21 8:6
 82:12
common 13:10
communication 124:21
companies 43:12
company 1:8 2:13,16
 26:7 53:14 60:11,16
 66:9 145:15
company's 38:16
compared 25:11 39:21
comparing 27:14
compensation 94:6
competitive 34:21
competitor 32:4,15
 34:19
competitors 24:4 45:2
complement 60:14
complete 6:17 104:15
completely 67:3 140:13
complicated 141:2
comply 95:15
compresses 78:15
concern 16:19 22:9
 32:6 61:21 116:11
 135:18 137:7 141:15
concerned 59:13
concerning 3:14
concerns 16:16 17:3
 18:5 20:19 21:4,18
 22:6 28:2,16 51:2,8
 56:12 62:11 114:22
 115:3,17,18 122:11
 122:13 134:7 135:22
 140:11
concrete 9:9,13 36:5,14
 36:18 37:1,18
concur 152:7
condition 16:17 51:1,7
 51:17 52:18 62:19
 63:2 69:22 72:10
 84:18 98:16 99:2
conditions 88:2 98:21
 99:4
conduct 68:3 95:17,19
confer 81:13
conference 1:5 3:5,7,9
 3:13,18,19 4:1,4,6
confident 52:16 53:11
confirm 93:2
confirmed 76:4
conflicts 147:9
confused 130:8 136:14
congested 115:15
 119:3
congestion 116:20
 123:5 133:15
connect 37:14
connected 37:17
connection 74:16,20
 79:4
consider 68:16 98:20
 120:6
consideration 118:1
considering 70:4
constant 124:18
constantly 87:6 145:11
 147:9
constraint 132:11
constructed 38:9
constructive 155:21
contact 31:7 123:11
contacted 50:19 153:14
contacting 68:16
contained 9:9
containment 9:5,22
 10:4,7 11:22 12:15
 13:16 20:18 24:11,22
 25:2 35:8,14,16,18
 36:16,22 37:18 45:11
 57:7
containments 44:2
continue 19:16 34:3,17
 36:21 40:17 60:4,10
 65:4 66:13 67:10,22
 108:13 114:17,19
 146:4
continued 53:4,22
 62:18
continuing 64:19
contract 12:5 39:14
 40:10
contractor 103:15,19
contracts 31:5
control 12:11,13
controls 10:2
conversation 16:7,21
 18:8 19:9,19 20:4,8
 20:10 21:5,12 22:20
 22:21 23:12 50:22
 51:5 52:2,12,19 55:8
 57:9,14 58:1,1 60:22
 61:16 62:4,16 63:18
 65:2,9,11 68:12,20
 90:8
conversations 21:1
 52:9 60:21 61:18,19
 68:18 71:10 86:3
 91:18
coordinate 125:4
 135:13 141:18
coordinated 141:13
coordinating 135:17
 137:8
coordination 119:16
 136:21
copy 48:10 78:6
Corletto 2:3 5:11 83:21
 83:22 84:8 90:14,14
 91:5,11 95:2 97:17,17
corn 33:21
CORP 1:9
corporate 87:7,8 92:9
corporation 2:7,10 31:3
correct 16:9 29:13
 35:19 41:4 43:19
 44:17,20 45:9,15 48:7
 48:17,20 53:20 54:1,3
 58:21 70:17 71:13
 73:22 77:12 79:17
 80:3,9 82:12,13 84:7
 84:8 89:19 91:4,5,10
 91:13 99:12 110:21
 126:16 127:14 134:11
 139:17 140:3 147:17
corrected 110:18
correction 110:22
corrections 154:11
correctly 89:7 131:11
 137:22
corridor 115:21 116:1
 116:15
cost 24:12 28:1 39:20
 51:9 52:22 53:17
 54:16,18,19 55:1,1,2
 55:3,3,7 61:11 64:22
 98:2,6 101:16,16
 141:19
costly 71:13
costs 16:2 52:22 56:18
 66:1 72:17 98:3 100:9
 113:3
counsel 1:19 2:3,9,15
 2:19 4:19,21 5:13
count 145:2
counted 115:22 132:20
countless 105:20
couple 14:18 16:13
 17:18 34:1,4 39:3
 85:22 107:3 111:4
 112:10,12 131:14
 144:2 151:6
course 16:12,14,20
 17:13 21:3 49:20 51:9
 51:11 56:10 75:5 86:9
 104:10 105:2 109:11
 111:19 119:14
court 3:6 5:17
cover 6:13 98:9 107:1
 112:15 115:5 117:18
covered 75:16
covering 93:18
Crandall 74:14,21
 84:13 88:19 90:17,21
 91:1 94:20 95:6,8
 97:12 101:11 106:13
 107:5 110:6 132:13
 140:7 141:18 142:3
 142:20,21 143:1,11
create 137:20
created 96:20
Creek 79:16,19,22
creeks 106:6
crew 74:8 142:19
cross 73:2 80:14,18
 139:21 140:1
crossed 77:15 79:5,12
 80:2,7
crosses 74:15
crossing 99:22 102:7
 104:19 105:9 107:8
 109:6
crossings 72:16 73:1
 74:2 75:1,15,17,20
 76:7 77:5,9 82:15,16
 82:21 85:16,20,22
 86:9 102:1,2,2
crucial 117:13,15
culvert 78:1 80:22 81:1
 102:13 106:3
culverts 76:6 80:21
 81:10,14,22 82:9
 106:6
current 12:8 16:17 26:3
 26:9,10 27:8 52:15
 53:15 54:15 95:18
 98:22 142:15
currently 35:12 66:7
 80:16 84:19 88:22
 99:18 115:8,20
 121:17
curve 78:18,20
customer 4:15 10:9
 11:3,13 12:13,14,15
 13:19 15:1 18:22 22:8
 22:17 23:8 25:16 27:4
 28:22 30:16 31:16
 32:21 33:3,10 38:18
 45:16 47:5,11,16,19
 64:1 97:16 117:14,21

123:12
customer's 10:14 46:15
 118:1
customers 7:22 9:20
 10:18,18,20 14:13,15
 16:19,21 19:11 21:22
 22:1,2,5 26:10,13
 27:5 29:5,9,22 30:19
 33:17,22 34:17 38:14
 38:14 39:10,11 40:22
 42:2 44:18 46:21
 51:12 52:20 57:6
 58:11 60:8 65:14,19
 67:10 70:9 76:10
 100:7 115:4 116:8
 117:1,9,12 122:10,12
 122:18,19,22 123:1,2
 123:3,14,15 126:1
 127:5,10,12,22
 130:12 136:1 143:4
 150:8 155:5
cut 142:16

D

D.C 1:12 3:7
daily 83:22 90:18 116:2
 116:5
Dale 5:4
damage 46:13
damages 148:17
Dan 2:19 90:4 93:2
date 63:13 78:9,10
 154:8 155:6
dated 91:6
day 53:7 86:11 92:18
 93:12 103:19 104:20
 105:14,20 108:17
 118:11,15,16,16
 119:12 120:17 125:21
 146:9
days 17:17 103:21
 131:14 144:16,20
deadline 25:18 111:14
deal 108:3
dealt 22:9
decide 146:2
decided 90:19
decision 66:2,22 70:18
 70:21 71:1,18 125:15
 152:15 155:10
decisions 71:19 72:1
defects 87:18
defend 65:3
defining 79:8
definitely 83:14 100:10
degrees 40:10
delay 66:20 117:20
delayed 122:13 123:14

delays 34:3
deliver 34:14 60:18
 88:17 133:3
delivered 126:18
deliveries 27:4
delivering 27:18 121:8
 133:11
delivers 73:16
delivery 143:11
demurrage 56:18
Department 22:15
depending 7:21 131:14
describe 65:10 73:20
 114:21 115:3 116:22
 117:3
description 16:1
destined 121:12 126:21
 127:3 129:5,8 130:18
detail 51:14
detailed 87:14
details 21:12 30:4
 61:10 63:16 64:20
deteriorated 101:20
determination 69:10
 70:2 72:4
determinations 71:15
determines 134:21
detours 104:22
developed 39:7
developing 34:2
development 40:8
deviated 7:16
dial 49:16
diamond 74:4 84:7,12
 96:10 97:12 98:7
 101:12 110:6 134:16
 136:3 138:7 140:12
 142:11 143:2
differ 42:20 88:3
differed 129:11
difference 128:6 138:5
differences 24:13 88:5
different 33:22 48:5
 58:6 68:6 70:16 88:21
 145:1,2
difficult 94:5 95:17
 135:11 143:20
difficulties 90:12,16
 97:3
dig 138:15,19
direct 6:1,12 59:22
 92:14 128:21
directed 15:14
directly 29:12 30:9
 34:10 41:11 43:16
 88:16 89:21 113:1
 123:1 133:12
Director 2:3
disclaimer 7:4

discuss 19:6 20:17
 21:8,11 49:9 52:8
 54:19,20 68:17 91:22
 151:17
discussed 16:11 20:16
 29:10 51:1 66:5 72:19
 94:6
discussing 93:8
discussion 18:11 53:21
 55:3 65:8 68:21 70:9
 72:2,8 98:15 113:17
 124:19 140:1 150:17
discussions 30:3,5
 50:15 54:12 67:14,20
 68:4,7,8 70:13,20
 71:20 87:1 89:11
 92:14 93:21 104:21
 113:2 150:4,7
dispatched 123:9
dispatcher 123:10
dispatching 133:13
dispute 148:21 149:17
disputes 118:4
disrupt 128:4,4 133:18
disruptive 95:18 119:13
distance-wise 24:18
distinction 105:2
ditches 106:6
dived 64:20
docket 1:7 3:21
documentation 39:8
doing 14:7 17:12 27:19
 51:20 52:3 89:16
 97:10 98:13 105:3,5
 107:8 132:15 137:2
dollar 41:3 44:14
dollars 39:5 148:16
draft 94:2
drainage 106:2,5
drawings 36:6
driven 153:17
driver 26:5,6,11
driver's 35:1
drivers 18:17 26:9,12
 26:18,19 27:8 28:4,4
 53:16 64:1
drop 96:14
dropping 97:14
drops 141:12
due 19:10 51:6
dumb 131:2
dust 150:4
dwelt 56:20

E

E 1:12
earlier 3:19 65:7 98:14
 135:8 150:6 152:22
 154:2

ease 18:19
East 17:7,19 18:8 26:21
 27:13 30:15 35:8,12
 35:14 41:1 51:21
 74:10,12 88:12,15
 89:21 91:3 121:12,17
 127:21 128:5 129:14
 129:16,18 131:4,12
 131:22 132:2,14,18
 133:19,20 142:17
economic 142:7
Economics 1:20 4:17
effect 117:1 122:7,9
 133:9
effectively 125:10
effectuate 103:11
efficient 133:6 142:6
effort 154:6 155:12
eight 75:19 132:13
either 27:18 31:12
 33:18 34:1 36:7 72:1
 80:12 90:11 94:17
 96:9 119:5 142:6
 145:14 151:15
elaborate 30:21 33:14
 117:3 118:7
eliminated 132:6
Elkhart 119:1
email 38:19 40:12 45:18
 47:16 48:10 63:8
embargo 66:20,21
 146:4
embargoed 72:5
embargoes 146:5
embargoing 148:19
emergency 3:11,15
 72:6 89:14 93:16 95:1
 105:3 107:10 108:10
 111:3 112:20 113:7
 115:2 122:9 125:2
 134:21,22 139:4,9
 149:5,6,17 150:20,22
 151:15 152:13 155:11
employees 25:6,6,22
empties 88:14 96:15
 136:4,5 140:18,21
 141:5,11
empty 8:4
engage 86:15
engine 75:10
enjoyed 111:21
enormous 26:11,18
entailed 7:18
entails 11:22
entire 73:15,17 75:19
 75:20,21 77:1 107:4
 130:21 131:1 140:4
entirely 131:17
environment 31:8

37:22 46:7
EPA 9:22 10:6,10 13:15
 13:17
equipment 24:13 26:22
Eric 2:9 5:13 38:2 73:11
 87:2,10 92:17,21 93:1
 93:13 96:8 97:8 98:10
 99:14 134:19 151:4
Erik 1:19 4:18
especially 12:22 60:18
essentially 44:16
estimate 69:17 103:10
estimated 98:3
estimates 52:22
estimating 31:20
everybody 3:4,8 49:13
 79:21 112:7
everybody's 49:12
everyday 107:9 124:7,7
 126:13
exact 9:22 49:3 58:22
exactly 7:6 15:22 48:15
 59:6 76:13 128:14
example 66:7
examples 122:11,14
excepted 67:21 76:16
 76:21 77:2 80:12
 82:21 99:1,4 100:5,11
 100:15 101:21 103:5
 105:14 108:14 109:4
 113:19
excepting 105:18
exception 133:8
excess 37:4
excessive 98:20
excuse 75:3 136:4
exhibit 73:7 75:13
existing 96:16 115:4
 122:12 136:1
exists 133:15
exit 74:19
exiting 142:22
expand 146:20
expansive 10:12
expenditure 70:5
expenditures 69:12
expense 101:6 102:6,6
 102:14,16
explain 12:12,18 14:4
 35:10 66:20 123:16
explained 17:2 30:12
 65:19
explaining 45:18
explanation 56:10
 61:20
expressed 134:6
extend 111:14 154:8
extended 67:3 93:7
extent 45:7 63:17 66:16

78:1 84:9 110:17
extremely 95:16,18
 109:18

F

facilitate 144:9
facilities 32:2,10,18
facility 10:7 12:16 13:15
 14:3 17:7 24:11,11
 25:7 26:1 27:16 32:5
 34:9 35:8 41:12 42:6
 43:17,21 45:12 48:22
 51:21 74:22 77:9,17
 146:20,20
fact 24:8 26:4 44:16
 51:7 69:9 71:11 97:15
 110:7 133:6
factor 94:16
facts 20:7 83:7
factual 72:15 144:1
fails 101:14,14
fair 29:17 134:17,19
 138:9
fairly 112:8
fall 50:16 71:11
falls 37:16
familiar 86:6
far 12:4 37:9 58:15
 69:14
Farmdale 74:12
Farmer 32:16 34:18
 39:22
farmers 26:17
farms 34:13
fashion 49:1
favor 5:16,22
FD 1:8 3:10
February 6:20 19:7 20:9
 50:17 61:18 63:1,3
 65:8,14 68:12,20
feel 51:20 52:13,13
feelings 52:4
feels 107:18
fees 39:5 44:15
feet 37:10
felt 53:11
fewer 125:14 136:14
field 26:17
figure 20:1 39:7,8,9
 41:14,19 42:1,7,10,10
 42:14 43:2 44:14
 136:21 137:1
figured 40:9,14
figures 7:5 8:22 42:12
file 111:7 154:2,11
filed 72:15 78:3 97:22
 144:18 154:4
filing 33:12 39:4 66:20
 68:13 70:12 73:5,7

75:12 77:18 78:9 84:3
 84:3 98:5 112:13
 144:7
filings 15:18 21:16,21
 27:21 77:14 79:20
 80:1 85:10 86:1 88:1
 88:2 90:8 92:5 120:5
 122:3 134:10,18
 139:5
fill-in 25:14
filling 27:6 36:20
fills 37:4,5
final 62:14 72:4 144:22
 155:10
finally 62:13 66:22
find 22:11 43:4 60:4
finding 59:18
finds 99:11
fine 110:12
fingers 132:20
finish 109:15
first 7:3 15:13,16 16:13
 28:19 29:14 59:14
 63:19 64:3,6 73:15
 78:2 102:19 123:8
 132:9
first-come 123:8
fit 36:11
five 32:11 58:17 91:7
 102:2 109:3,8 112:1
fix 33:9
fixed 76:9 104:19
fixing 107:7
flag 146:10
flat 85:20 106:9
Florida 92:18
flow 9:12
folks 100:8 104:22
follow 90:10 110:3
follow-up 6:16 15:11
 20:5 29:19 52:8 69:7
 84:3 85:2 94:18 97:21
 135:8 143:22
following 148:4
formal 86:15
formally 87:13
format 6:8
former 139:11
Forstall 1:18 4:14,14
 42:13 43:6,14,20 44:1
 44:4 48:13,18,21 53:3
 53:19 54:4,11 58:19
 66:19 70:14 71:3,8
 79:15,18 80:4,9,17
 84:2,9 85:1 90:10,22
 91:10,13 94:18 95:4
 95:20 103:6,9 110:3
 110:10 120:3 121:4
 121:13,19 122:1

147:11,17,19
Fort 1:8 2:13,15 3:10,14
 4:21,22 6:18 15:20
 16:22 17:1 20:6,18
 21:15,17,21 22:1,2,4
 26:2 28:2,12,15 29:7
 29:21 30:6,9 33:11,13
 36:1 38:13 39:3 50:16
 50:19 51:14 55:13,18
 55:19 57:11 61:1 62:7
 63:4,10,20 65:9 68:9
 68:10 71:10,20 72:6,8
 72:14,21 73:2 74:4,7
 74:22 75:3,4,6 77:8
 77:17,18 79:4 80:2,6
 80:18 81:4 82:2,6,11
 83:6 85:4 86:3 87:6
 88:1 97:11 102:15
 103:1 105:8 106:19
 107:5 112:13 113:2
 113:17,20,20 114:18
 115:11 122:8 123:22
 124:11 125:2,13
 126:4,10,19 127:3,10
 129:4 130:18,22
 136:9 137:6 140:10
 142:9,18 143:22
 144:2,6 146:12 152:9
 152:12 153:14,17
forth 121:2,7
forward 4:2 53:22 87:3
found 65:18 99:17
 155:21
four 16:10 26:22 37:10
 40:2 58:17 59:5 74:3
 106:12 107:2 116:2,4
 116:6 120:6,9 121:6
 148:18
FRA 75:12,22 81:15
 85:3 86:20 87:17
 101:20 104:17 105:10
 107:15,18 108:6,12
 112:21
frame 32:20 61:11
FRANCIS 1:20
Frank 4:16
frankly 119:3,9 148:4
Fred 4:14
free 131:21 156:1
Friday 111:2,7 154:4,18
 154:20
frog 102:17 103:3
front 52:2 53:17 73:6,9
 78:12 81:12 99:14
full 32:7 37:19 82:10,11
 110:13 114:1
fun 109:21
further 56:11 58:5
 79:13 92:11 93:9

Furthermore 144:20
future 14:13 34:16 60:9

G

Galesburg 119:2
gallon 18:16
gap 27:6
Garrett 2:4 5:12
Gary 2:11 5:6 28:6 30:2
53:10 67:19 69:16
87:16 92:12,16,17
98:14 113:16 114:14
127:13 131:3 150:6
152:7
gather 3:13
gathered 23:12
gauge 52:5 102:4 109:1
109:2
gauges 102:7
general 1:19 2:2,3,4,8
2:19 4:19 5:8 6:19
15:21 16:4 51:16 55:3
55:8 61:14 131:16
149:18
generally 65:10 73:9
85:20
generate 39:14 41:21
Genesee 5:6 58:20 59:1
92:13 114:15
gentlemen 58:6
gently 33:2
getting 15:3 46:6 53:9
89:3 132:12 139:11
give 6:19 15:16 24:2
49:13 98:12 99:7
100:6 103:17 108:4
119:17 122:10 123:3
149:11 155:6
given 6:14 65:22 72:4
93:4 111:2 149:2
gives 74:16,17
giving 105:6
glad 153:18
go 3:3 4:3,3 5:3 6:8
13:18 14:21 19:22
22:12 29:22 30:7
31:11 52:6 56:6 59:12
60:7 64:8,15 74:9,18
75:9 78:11,17,19 79:1
81:3,6,9 86:8,9 88:14
88:16,17 96:14 97:8
97:12,16 99:4,9,16
106:6 109:14 110:15
115:10 118:10,12,21
120:16 121:2 123:15
124:13 125:20,22
126:1 130:17 131:8
131:12 132:8 133:12
136:12 142:2 143:7

144:4 149:6,19 153:2
156:2
goes 36:14 37:9 92:10
119:4 131:18,20
going 3:5,9 5:15,22
6:11,12 14:19 15:11
16:14 17:9 20:2,3,15
24:21 25:4,20 30:17
31:11 33:5,8 39:2
40:4,13,17,18 43:3
50:13 53:12,22 56:2
57:19,20 58:2 59:9,14
59:22 64:10,22 65:4
66:14 67:7 69:4,12
72:12 78:19 95:15
98:11 101:11,16
102:20 105:17,19
106:4,16 107:11,12
109:13 111:2,6,12
112:5 116:15 119:20
121:11 123:13 128:15
129:11 130:9,12,13
130:14 132:22 133:1
133:18 136:16,17,19
136:22 138:6,7 141:1
141:3 142:6 145:16
146:22 147:8
good 20:12 46:7 56:10
85:17,21 96:5 103:21
121:19 154:20
goodwill 13:18
Google 79:2
gotten 36:9 87:4,6
148:17
Graab 1:19 4:12,12
6:10 8:5 9:1 10:17
11:4,9 14:2 15:10
18:10 19:6 20:5,15
21:7,14 22:16,21 23:2
25:20 27:21 28:15
29:7,16 31:14 32:19
33:11 38:13 39:1
40:21 41:8 49:10,17
49:20,22 50:4,8,11,13
52:6 54:12 57:11
60:21 63:4,10 65:6
68:10,16 72:12 73:17
75:11 76:14,20 77:4
78:8 82:14,20 83:2,5
83:16 85:8 87:21
97:20 104:1 106:21
107:14,20 109:7
111:22 112:5 113:6
113:12,20 114:5,13
114:20 118:7 122:5
123:19,21 124:5,16
125:1 134:9 135:3,7
135:20 136:8,12
137:6 138:21 139:14

139:19,22 142:8
143:5,8,16,21 144:5
147:3 149:2 150:18
152:4,8,21 153:12,21
grade 37:9
granted 144:21
Grantham 2:8 5:8,8
16:3,4,10 18:12 19:8
20:22,22 21:10 35:11
35:12 50:12 51:4,5
52:11 53:1,6 54:2,7
54:14,22 55:11,15,20
56:5,9 57:9 62:3,3
63:6 65:12,13 66:19
66:21 67:8,9,11 74:5
74:6 75:18 76:18 77:1
77:6,11 80:3,5,6,13
80:20 81:8,11,17,22
82:13,17 83:1,4 85:6
99:6,13,16 100:16,19
100:22 101:3 103:8
103:13,20 115:6,7
116:19 117:5,8 120:3
120:11 121:10,15,21
122:4,15,16 123:20
124:3,6,17 125:5,17
126:6,16 127:2 129:7
129:7,13,21 130:16
130:16 137:13,14
138:18 139:17 140:2
142:12,13 143:6,12
great 17:14 50:13 51:13
111:16,18 117:4
ground 9:14 33:22 36:5
grow 17:15 52:16
growth 14:13 33:13
60:9
guess 8:10 17:10 23:15
41:7 46:19 62:14 70:2
87:4 88:8 89:9 96:1
125:11 138:1 140:16
guesstimate 103:18,21
guys 18:4 25:14 27:15
33:9 35:3 52:13 58:9
62:9 69:13 90:1 92:20
109:19 128:15,18
148:2,15 153:6

H

H 2:15
half 7:13,14 11:10,12
66:18 74:3 104:20
106:12 107:2 138:14
145:20
hand 132:20 146:3
handbrakes 75:8
handle 10:15 13:13
17:20 24:5 35:15
42:18 43:9 74:9 80:15

88:21 116:1,13
120:15 121:11 127:20
128:7
handled 48:14 49:2
handles 115:20
handling 13:21 19:17
42:19,20 80:11
handoff 91:1
hang 49:15 156:1
hanging 147:8
happen 9:7 13:12,14
64:11 90:21 133:14
135:1,2 136:14 155:3
happened 37:19 57:4
70:11
happening 23:5
happens 31:5 144:18
hard 78:18
harder 143:19
Harding 102:5 104:18
104:18 105:9 108:15
hauls 29:2,2,6
hazardous 7:14 8:14,17
9:2 45:21,22 46:1,5
46:11 47:22 48:15
49:3,5,6 82:7 83:2
hazmat 9:1 45:7 80:11
109:4
head 133:5
headroom 74:19
heads 99:22
Health 31:7
hear 61:17 62:12 63:18
heard 8:13 15:5 28:20
29:14 108:2 134:6
136:20
hearing 1:15 93:3
heavily 134:5
held 12:8
help 17:22 18:13,17,19
31:12 32:12 61:15
103:1 104:22 116:15
helpful 73:10 92:7
109:18 111:17 155:22
helps 123:17
herb 46:10
herbicide 7:10 8:6,8,10
8:16,19 11:7 12:22
13:6 33:20 45:20
46:12 47:19 49:4 82:8
heretofore 121:6
hey 19:15 52:3 57:1
58:9 59:22 60:3 61:8
62:9 64:16 68:22 90:1
109:19 124:11 127:6
hi-rail 86:4 87:17
104:15
high 54:15 155:16
high-definition 78:14

high-level 65:1
highway 81:19
hill 78:17
hills 106:11
hinder 33:13
hit 109:7
hitting 35:5
Hockey 2:9 5:13,13 38:2
 38:2 49:15,18,21
 73:11,19 92:17 93:1
 93:20 96:7,8 97:9
 98:11 99:9,15 109:10
 134:19 135:4,19
 139:10,15,18,20
 140:1 149:20 150:21
 151:5,10 154:16,20
hold 8:3 9:17 36:22
 62:13
holding 109:10
honest 125:5
hope 40:19
hopefully 23:19 94:15
 112:7
hoping 107:19
hose 9:7 37:14,17
hour 49:11 107:1,6
 109:7 145:20 146:17
hours 35:1 118:21
 119:4 151:6
Houston 7:5
HS&E 30:19 31:6
HSE 22:14
huge 27:9 105:12 108:3
hugely 108:9
hundreds 105:13
hurdle 33:6
hurt 119:20
hypothetical 40:22
hypothetically 41:3,17
 93:16 112:19 135:10

I

idea 17:5,19 18:7 19:1
 56:2 69:14 97:2
 109:11
ideal 34:10
ideas 18:3,4 62:9
identified 35:13
ignorance 120:14
Illinois 106:5,8
immediate 84:20
 107:10
immediately 105:8
impact 115:4 117:4,7
 122:12 135:22
important 137:16
 146:18
impossible 116:17,18
 116:20

inbound 42:19,21
incapable 146:7
include 122:18 138:3
includes 129:21
including 15:22 26:4
 77:4 107:20
income 60:20
increase 19:3
indefinite 65:17 69:5
indefinitely 19:13 146:2
indicate 72:22
indicated 50:21 75:14
 84:4 85:9 89:13
 153:15
indication 27:22
indoors 43:22
industrial 13:9 73:14
 127:19 136:6
industry 7:10 26:10
 60:19
information 3:14 29:21
 35:19 86:16 87:15
 144:1 154:3
inhibiting 15:4
initial 14:8 70:20 74:6
initially 50:19 99:17,20
injunction 144:21
inquired 21:4
inquiries 92:8
inspect 85:13 87:13
 108:4
inspected 85:12
inspection 65:16 75:12
 75:14 86:4,16 104:15
 107:15 108:12
inspector 75:22 81:15
install 35:16,18 98:7
instance 117:22
intent 28:7 67:9
intention 67:2
interchange 77:8 90:17
 90:21 94:19 95:6,8,19
 96:5,10,19 115:8,10
 127:4,4,7 131:19
 133:4,4 138:15
 142:16

interchanges 74:9
interested 62:15
interfere 91:1 133:2
interfered 94:14
interim 89:14
interject 38:3 94:9
interlocker 74:14
 101:11,12
internally 21:3 68:4,7
 136:22
interrupt 90:18 143:8
interstate 81:19
introduce 4:4 136:20

introduction 98:12
investment 67:15
inviting 111:20
involved 58:7 94:2
 133:7 147:9
issue 10:16 24:12 32:21
 38:12 83:19 92:19
 94:14,22 138:17
 151:15 155:10
issues 21:15 26:5,6
 28:5 54:8 68:17 69:1
 71:12 91:8,22 95:12
 102:4,8 105:22
 106:10,13 135:16
 148:10 150:12
it'll 49:16
item 108:12
items 99:5

J

Jackie 2:3 5:11 83:22
 90:14 97:17
Jackson 101:9
jeopardy 40:10
Jeremy 19:14 66:6
job 16:14 74:9 121:1,16
 124:15
jobs 121:2 126:10
jog-around 14:20
John 2:3 5:12
Jonathon 1:17 4:9
 112:6 154:1
July 16:12
jump 106:7
Junction 2:18 5:5 50:6
 50:7 84:5,13 85:9,9
 88:19 90:6,12,22 91:1
 92:14 94:13,20 95:6,8
 95:9,22 104:2 106:14
 110:6 132:13 141:19
 142:4 143:3 145:7
 153:5,10,13
justified 76:6,8 93:5
justify 69:12

K

Kahler 2:14 4:22,22 7:3
 8:8,14,16,21 9:5 10:9
 10:19 11:5,10,16 12:7
 12:19 14:6 16:9 17:8
 19:5 20:8 22:7,19
 23:1,4,9,11 24:16
 26:6 28:17 29:13
 30:14 31:2,18 32:4,15
 32:22 33:15 36:2,13
 37:4,8 38:17 39:9
 41:6,13 43:1,7,19,21
 44:2,8,18,20 45:1,10

45:15 46:19 47:4,8,13
 47:15 48:6,8,12,17,20
 49:2 57:13 58:16,22
 59:5,8 61:3 62:1
 63:12 64:3,9 68:15,19
 79:9 83:9 114:1,8
 140:16 155:2,8,14,17
keep 33:8 52:15 53:18
 78:13 106:1 112:5,7
 138:7 146:2
keeping 51:10
Keokuk 2:18 5:4 50:5,7
 83:11 84:4 85:8,9
 90:6,12,22 91:16,19
 92:14,17 94:8,12 95:8
 95:22 96:9 104:2
 122:21 138:12,14
 140:20 141:16 143:3
 145:7 153:5,10,13

kept 64:13 144:21
kind 6:1,8 9:6 14:19
 25:2 29:20 30:21 31:5
 33:7 36:7 51:18 56:10
 78:19 111:4 145:8
KJ 118:4 128:11
KJR 120:8
KJRY 87:12,21,22
 93:22 104:1 112:18
 113:6 115:1,8 118:7
 120:7,22 121:11
 125:1 127:17 130:20
 130:21 131:6 134:13
 134:16 135:9,14,16
 136:9 137:9 139:3,12
 140:4,12 142:10
 143:10
KJR's 114:22 122:7
knew 124:9,12
know 7:20 8:9 9:21
 10:12,21 11:19,20,21
 12:2,4,5 13:9,13 14:7
 14:9,13,18 15:16
 16:11,18 17:1,2,3,9
 17:22 18:1,1,3,6,12
 18:13,14,20 19:10,13
 19:15,17,20,21,22
 20:1,18 21:3,3 22:8
 24:1 25:5,15 26:2
 27:14,19 28:20 29:5
 30:20,22 32:6,8,10
 33:1,3,4,6,9 34:3
 35:21 36:3,6 37:8,9
 37:11,20 38:8,9,10,17
 40:16 41:18,22 44:3
 45:4,20 46:10,11,13
 48:3,9,9 51:13,14,16
 51:18,20,21 52:4,12
 53:6,7,9,11,12,13,17
 53:18 55:6,21 56:5,10

56:11,13,16,17,20,21
 56:21,22 57:1,2,15,17
 58:8,12,22 59:1,8,9
 59:12,15,18 60:3,6,10
 60:13 62:2,7,7,9,12
 62:19,21 63:13,14,22
 64:11,12,15,17 65:3,7
 66:5,6,8,10,15 67:4,5
 69:2,3,17 73:9,20
 77:21,22 78:1 79:7,10
 83:10,11 85:18 86:5
 86:11,12,12,21 87:1,2
 87:8 89:14,15 91:15
 91:20 92:2,9,18 93:20
 94:16 99:19,21,21
 100:7,9 101:10,13
 104:10,14 106:4,5,8,9
 107:7,19 108:1,21
 111:10 114:11 116:4
 116:10 117:2,14,16
 117:17,20 118:11,13
 118:15,20 119:11,16
 119:22 120:13 122:13
 122:17,21 123:17
 124:6,9 125:6,9,9
 127:5 129:16 133:17
 133:22 135:11 137:1
 137:15 138:14 141:6
 141:8 145:13 148:16
 148:17 149:12 150:7
 150:11,13,15,22
 151:1 152:1 153:16
 154:9,18 155:5,20
knowledge 59:19 110:6
 110:9
known 154:8

L

lack 28:4
lag 61:20
laid 152:17
LaKEMPER 2:19 5:4,4
 50:7 85:14 86:20 88:6
 89:12 91:19 92:16
 93:12 94:8 95:21
 104:6 106:22 107:17
 107:21 109:1 113:1
 113:11 118:4,9
 120:13 126:8,13
 128:11 129:1 131:6,9
 137:16 138:11 141:16
 143:14,17 153:13
lamps 99:22
land 14:12,17
large 26:7 31:3 36:4
 38:17 42:9,10 80:22
 117:14
larger 25:21 81:1

Latham 19:14
lead 14:4,21 73:14 75:7
 93:7 96:13,14 97:4,11
 97:13 98:6 121:5,7
 126:21 127:19,21
 129:6 130:15 134:13
 135:14,15 136:6
 138:6,20 139:2 140:7
 140:13 147:5,13
leadership 65:22 66:3
leak 9:11,12 12:18
leaked 9:19
leaks 37:15,16
learning 59:12
lease 11:11 145:9,9
 147:4
leave 75:9 143:2,10
 145:18 147:8
leaves 12:9
leaving 137:15 142:3
 148:2
led 16:20 99:22
Lee 100:8
left 62:8 112:17
legal 22:14 95:12
 149:20
Leica 78:15
length 140:5
lengths 74:18
lengthy 22:13
let's 3:3 4:3 18:1 23:21
 82:6 92:2 103:18
 117:21 148:13
letter 91:6,9
letters 40:8
level 70:18
levels 69:21
liabilities 91:7,8
liability 12:20 21:8 29:3
licensing 24:14
light 1:19 4:18,18 10:6
 11:13 12:4,12 23:6,10
 35:6,17 36:1 45:4,11
 46:15,21 47:6,10,14
 55:12,17 56:4,7 57:5
 63:19 64:5 75:10 77:7
 77:13 78:4 79:3 81:6
 81:9,14,21 85:2 97:1
 97:7 125:12 126:2,7
 126:12,17 128:10
 129:2,10 130:20
limits 68:1
line 16:15,16,17,22 17:3
 17:4 19:9,12 20:2,11
 20:12 46:10 50:9 51:1
 51:3,7,8,10,12,16
 52:10,18 54:13,14
 55:4,7 57:16 58:4
 59:13,19 60:1 62:19

63:2 64:14 65:15 66:1
 66:15 67:1,3,5,16,21
 68:2,3 69:13,21 70:6
 70:10 71:5,13 72:5,9
 73:5 74:13 75:8,19,20
 75:21 76:1,1,2,22
 77:1,16,20 82:16
 83:10 85:11,12,13,15
 85:16,19 86:6,12,19
 87:13 88:4,10 89:10
 90:7,16 91:15 93:10
 97:12 98:1 101:19
 103:5 104:4,13,16
 105:4,15 106:16
 107:1,13 108:8
 110:12 112:14,22
 113:7,14,21 115:1,13
 115:13 116:3,5,6,8
 118:1 122:20 123:22
 124:3,14,20 129:22
 130:21 131:1,18,22
 132:3 135:10,17
 137:5,10 141:4
 142:22 144:3,9,12,22
 146:7,15 147:4 148:9
 150:11 152:3
lined 103:15
lines 60:2 73:21 132:11
 136:14
lineup 123:10 124:18
list 91:12 109:16
listed 76:7 91:8 98:1
listened 145:19
literally 66:17
litigation 150:16
little 10:13 15:12 33:6
 33:15 45:5 56:11,14
 59:19 70:16 74:21
 88:21 89:3 95:5
 119:19 123:18
live 86:11
lived 86:7
load 25:8 35:2 36:17
loaded 48:19 141:12
loadeds 140:18 141:5
loading 9:4,8
loads 26:22 136:4,5
local 38:7,12
located 13:7 32:17
location 94:11
locations 39:22 94:3
locomotive 78:13,16,18
 88:11
locomotives 141:3
logistical 141:17
logistics 140:22
long 2:11 5:6,6 22:7
 23:20 28:6,6 30:2,2
 32:19 33:4 35:10,21

35:21 36:3 38:20 48:4
 53:10 61:11 65:20
 66:18 67:5,18,19
 69:14,16,16 70:8,14
 71:1,6,18 72:7 81:18
 87:16,16 92:12,12
 98:10 103:11,19
 104:11 105:5,7
 113:15,16 114:14,14
 115:5 127:13,13
 128:13 131:3,3 136:2
 149:19 152:6,7 155:2
 155:3,20
long-term 14:17 40:16
 60:10
longer 26:15 58:7 98:17
 125:19 126:22
look 40:4 57:16,20 58:3
 58:4 60:1 78:2 85:21
 97:19 107:22 110:15
 143:18,19 144:12
looked 14:10 33:16
 34:1,7 59:17 75:22
 76:2 85:14,16 94:5
 100:7 101:18
looking 39:21 55:6,7
 61:12 64:17 69:8 89:4
 104:12,16,17 105:9
 108:7,8,11 144:16
looks 78:17
lose 40:13 42:15 45:3
losing 148:15
loss 39:4 43:2,7 44:14
losses 41:8
lost 42:9,15
lot 16:18 33:21 46:10
 51:17 85:19 109:21
 141:2,10 146:19
Louisiana 39:19 44:7
lucky 26:16
lunch 112:9 118:20

M

M 2:9
M145.8 85:4
ma'am 21:1,10 51:4
 54:16 75:18 77:6 83:1
 83:4 115:7 122:15
 137:13 142:12 143:7
 143:12
magnitude 104:7
main 14:21 74:13,15,16
 74:19 75:8 96:20
 115:12,13 137:5
 142:22
maintain 55:4 71:13
maintaining 51:10
 84:12

maintenance 51:18
 54:16 71:4 84:6,20,20
 104:11 107:10
major 11:6 106:10,10
 106:11
majority 7:17 8:9 11:8
 22:8
making 60:3 71:15,19
 98:3 113:18 139:12
 147:1
management 67:12
Manager 2:8 5:9 16:4,6
 62:6
manifest 129:15,15
manner 48:15
manufactured 39:19
manufacturing 44:7
map 73:4,6,8,9 79:2
 130:8
Mapleton 122:19
Maqui 5:10 84:15 90:2
 95:10 109:20
MAQUILING 2:2
March 68:13 73:5,7
 75:11 78:10 91:6 98:5
 112:13 144:6
margins 117:18
Marketing 16:6 62:5
master 81:13
material 42:19,21 48:14
 48:15 83:2
materials 9:1,2 45:8
 82:8
matter 1:15 4:1 50:1
 101:13 112:2 113:18
 156:3
max 7:20
mean 7:16 12:19,21
 17:17 23:4,11,14,19
 24:3 25:13 26:7 27:1
 27:8 31:2,3,5 32:22
 36:4,8 40:7 41:20
 46:4,7 58:16 59:5,16
 60:11,16 61:12 63:15
 69:2 70:12 77:18
 104:8 105:9 106:11
 109:5 110:18 117:10
 120:5 121:5 124:18
 128:18 134:22 138:14
 140:14,19 141:2,7
 143:9,18 145:19
 147:13 149:9 150:3,6
 151:14 152:20 155:4
measure 151:21
measurements 108:19
mediate 152:16 153:18
mediating 148:21
mediation 112:14 144:8
 144:13,15 148:8,9,15

149:7,16 150:14,20
 150:22 151:20 152:1
 152:13 153:2,9,19
mediator 92:6
meet 25:18 38:10 43:10
 112:21
meeting 18:2 62:8
mention 38:4 57:5
 77:14 83:8 101:11
mentioned 19:14 26:2
 33:15 59:3 60:15
 63:20 64:6 98:14
 134:11
mentions 85:3
met 16:5 33:22 117:19
middle 13:7 33:21 63:9
 103:14
midnight 118:20
Midwest 32:11
mile 24:18 85:3 89:10
 91:15 132:18 133:3
milepost 78:21 102:13
miles 32:16 74:3,13,22
 94:13 105:13 106:12
 106:22 107:2,6
 115:12 123:6 132:13
 136:18 146:17
million 39:5 41:3 44:13
 148:16
mind 18:21 49:4 64:15
 78:14 93:8
mine 16:20
minimal 10:13
minor 83:13 117:2
minority 45:17
minute 66:17 109:8
 112:1
minutes 91:20 107:2
 109:14 112:7 132:19
mischaracterize 134:12
missed 110:15
missing 138:22
mix 115:18 116:10
 125:8
mixed 127:22 129:15
mixing 118:13
modifications 88:8
modify 22:5
moment 40:22 149:22
money 58:3 60:3 70:19
 71:2,4,16 104:9
 146:19 147:2
monies 71:4
month 15:3 23:2 86:9
months 16:13
morning 151:5,12
Morton 16:15,16,17,22
 19:14 33:14 51:15
 66:7 72:9 74:15,17,20

75:2 76:12,12 80:8,10
 80:15,16 86:7 88:11
 88:13,18,19 97:4,11
 97:13 103:2 106:20
 121:5,7,18 124:10,13
 126:21 127:11,18,21
 129:6,9,22 130:1,9,15
 130:15,17,18 131:15
 131:22 133:5,14,19
 133:20 134:13 136:6
 137:21 147:5
move 6:17 9:16,18
 17:19,22 26:21 31:3
 39:2 50:14 73:21
 74:12 87:3 111:5,12
 124:8 130:12 141:2
 141:11,17 147:2
 155:12
movement 73:15,17
 74:6 76:9 89:18 107:4
 114:9 116:8
moves 17:16
moving 4:2 18:19 24:1
 43:16 51:11 55:5
 66:13 76:11 119:5
 130:10 141:3,4
 152:20
multiple 121:2
mutually 114:18

N

name 5:18 12:20,22
 13:3,5 15:16 16:8
nature 60:17
nearly 86:8
necessarily 28:12
necessary 85:11 86:18
 104:7 107:16,18
 110:1 113:9 114:17
need 18:14 26:18 27:18
 29:22 33:9 38:15
 51:17 58:10 60:7,10
 76:9 78:22 79:12
 80:11 82:9 83:19 98:2
 103:3 105:10 106:14
 106:19 111:5 117:17
 117:18 127:6 130:21
 131:1 145:14 149:4
 152:18 153:20
needed 8:1 15:5 18:13
 18:15,17 27:16 65:3
 67:15 75:15 76:8
 77:15 87:15 98:1,18
 98:19 100:2,3 102:3
needs 7:22 26:9 35:5
 43:11 60:8 70:10
 102:17 104:19 105:7
 110:18 111:6 118:2
 150:13

negotiate 153:4
negotiating 94:14
negotiations 94:10
never 15:4,6 20:9,13
 21:5,13 28:22 52:17
 58:5 61:5,6,9,9,10
 64:19 65:2 70:10
 92:10 114:3 133:12
new 8:3 17:5,5 31:14
 33:18 34:2,4 39:3
 98:7 141:12
news 20:12 68:22
nice 60:14 106:17
night 74:9 124:14,15,15
 126:10 153:6
nightmare 141:17
non 28:3 46:22 49:4
non-approved 22:3
non-CDL 25:8
non-hazardous 7:12
 45:13 48:14 49:6
non-hazmat 45:9
nonsense 119:3
Norfolk 2:2 5:11 50:8
 83:17 84:1,15 88:15
 89:13 90:2,4,7,11,15
 94:19 95:11 96:5
 97:18 109:20,22
 130:10 132:12,16
 133:8 134:3
normal 13:21 62:18,22
 104:11 107:9 146:16
 154:17,22
notes 7:4 38:18 42:1
notice 1:15
notification 3:4
notify 65:15
November 50:17,22
 63:6,7,9
NS 50:5,8 74:13,15,16
 74:19 77:8 79:4 83:18
 88:18 89:6 96:10,17
 96:20 97:1,3,12
 115:15,20 124:19
 125:4 130:13 131:18
 131:21 132:1,21
 133:21 134:1,1,4,6
 135:13 142:2,20,22
NS's 124:17
number 6:22 21:18 41:4
 46:2 54:8 81:11 99:2
 101:21 120:19 126:3
numbers 7:7 8:9 55:8
 68:6 78:11 98:8,14,15
 99:8,10 105:6
numerous 105:14
nutshell 18:9

O

O'Connor 1:20 4:16,16
8:12,15,18 24:7 25:19
44:10,19,21 67:8,11
82:3 89:2,22 91:14
object 46:22 99:11
objection 47:11
objections 45:6 46:16
63:21
observed 107:4
obviously 30:5 33:20
34:10 35:4 39:20 70:8
78:18 96:2 104:12
105:6 107:17 108:18
occur 70:10,13
occurred 72:2
October 16:5 20:17
21:2,17 50:16,20 51:5
57:14 60:22 61:16
64:6 65:10 66:5 70:19
71:2,21 72:2
offensive 119:10,22
offer 15:13 18:20,21
19:7 20:9,14,16,20
27:22 29:9,10 31:15
41:2,10 45:6 60:13
61:1 65:17 68:17
offered 15:19,22 21:17
61:3,4 83:12,15
offering 64:21
offers 26:3 66:4,6
Office 1:17,18,19,19,20
4:10,13,14,16,18
oh 23:4 139:14 145:12
okay 5:2,15 6:10 7:3
8:15,18 11:4,9 15:9
15:11 21:7 32:14
35:11 37:3,7 38:1
40:20 44:9,21 48:12
49:15,21 50:11,13
59:7 73:19 74:5 78:10
81:21 84:2 95:20
99:15 100:4 101:2,4
110:11 111:11 113:12
114:13,20 118:3
120:2 123:20 124:16
126:12 129:19 130:19
131:9 135:7 136:8
139:20,22 140:9
144:5 152:4,8 153:12
153:21 154:15 155:8
155:14,19
old 34:5 101:12
once 6:17 12:9,9 26:1
26:16 27:18 42:5 46:1
75:4 86:10 109:2
110:4 119:12 132:17
148:13 150:4
one-mile 89:19 118:17
119:8,20 133:1

one-year 31:17
ones 11:7 126:14
141:12
ongoing 67:14
open 145:18
opened 15:21
operable 100:6
operate 28:7 85:10 88:9
96:16 97:10 99:18
101:15 104:3 105:13
108:14 109:3 113:7,9
113:18 115:1,12
120:7 135:10 136:7
136:18,19 145:17
operated 62:21 90:6
135:6,14 139:12
operates 120:11,20
operating 51:8 94:12
96:21 98:17,20 99:1
120:10 134:13 136:15
137:9 142:6 146:7
operation 28:8,10 54:9
88:13 94:15 95:17
105:4 120:14 128:13
131:10 133:2 142:15
operational 97:2
145:10
operations 91:2 95:18
128:4 131:20 132:4
146:17
operator 28:9
opportunity 17:15
34:11 111:14 128:19
154:10
oppose 152:12
opposed 88:11 140:13
150:19
optimal 94:20 95:7
option 22:13,18 23:16
24:2,3 26:20 27:7
29:1,15 40:18 54:5
58:10,13 61:8 62:15
63:17 66:11 68:22
96:6
options 14:10 28:18
32:8 54:3,5 57:17,21
58:4 60:2 62:11 64:17
oranges 118:14
order 3:13 5:17,19
30:11 69:20 80:2
82:10 84:21 93:16
95:1,9,16 100:10
108:13 113:5,8,18
122:22 124:19 128:1
146:21 149:5,6 150:2
151:15 153:9
ordered 95:14 96:11,12
orders 27:19 93:21 96:2
organization 71:22

original 100:17
originally 101:18
other's 128:20
ought 151:15,16
ourself 14:12
outcome 40:20
outermost 109:14
outlined 114:2
outside 149:17
overall 26:10 60:19
147:7
overpass 81:2,7,8,10
81:15,18,19
overview 6:19 15:21
108:7
ownership 71:7
owning 53:17

P

P-R-O-C-E-E-D-I-N-G-S
3:1
p.m 112:4 156:4
pad 9:9
page 69:8,9
paid 18:11 27:4
paint 148:3
pan 37:13,13
paraphrasing 57:15
park 13:9 130:14
parked 140:19
Parkerson 2:2 5:10,10
50:10 84:14,15 90:1,2
95:10,10 97:5 109:19
109:20 110:8,16
111:8,11,16,20
part 9:20 16:14 22:14
24:15 25:20 42:9,10
52:2 62:5,6 85:21
104:13 110:14 113:4
113:5 126:22 138:3
PARTICIPANT 144:4
participate 153:18
participating 2:22 3:17
3:22 4:7 111:21
155:20
particular 47:4 90:12
133:1
parties 3:9,14,17 4:5,7
6:13 16:1 72:11
145:16 154:2
passing 105:1
Passover 154:21
patched 101:7
path 22:12 60:7 72:20
73:1,2
paths 72:19
patience 109:16
pause 146:14

pay 40:2 112:20 113:8,8
113:14,21 114:7
paying 53:15 112:11,18
114:6
payment 113:4
pending 149:17
people 24:15 25:8 42:4
76:10 85:15 98:13
119:17
Peoria 1:9 2:6,9 17:7,20
18:8 26:21 30:15 35:8
35:12,15 41:1 51:21
74:11,12 88:12,15
89:21 91:3 121:12,17
127:22 128:5 129:14
129:17,18 131:5,12
131:22 132:2,14,18
133:19,21 142:17
Peoria's 27:13
percent 8:10,13,13,19
13:17 45:8 47:20
60:19 101:19
percentage 46:17 47:3
47:10
perform 31:17
period 65:18 71:6 93:19
permanent 92:3 144:9
144:17 145:3,6,15
149:8
permission 74:11
permitted 113:6 115:1
permitting 38:7,11,12
person 70:17 96:21
personally 86:7 115:22
petition 3:11,15 68:13
111:3 149:18 155:11
phone 4:7 5:3,16
phones 49:18
photograph 78:3,15
photos 85:21
physically 88:9,20
146:6
pick 8:2 73:20,21 88:14
96:15 115:10 124:12
127:6 133:4
picked 129:3
picking 97:14 127:12
pickup 88:17
picture 148:3
pictures 108:16
piece 60:12 115:16
134:5 137:16
piecemeal 148:12
pieces 147:8
pit 9:5 20:18 37:1,5,6
37:15,16 43:18 48:19
48:19 57:7
pits 35:18
place 22:11 23:7 24:10

36:4 43:4 67:14 70:20
90:6,8 97:3 132:9
146:6 149:6
places 105:20
plan 14:17 35:13 63:16
66:8 124:13 125:3
plane 151:6
Planning 2:3
plans 14:11 34:16
planting 51:18
play 33:7
please 55:16 73:18
76:19 103:7 118:7
128:20 131:8
plus 47:20 141:14,14
141:19 147:13
point 21:13 24:5 32:7
48:13 52:8 58:5 76:2
84:11,17 85:18 90:11
95:19 96:12 110:19
120:4 131:7,21 138:4
139:11 144:2 153:9
156:1
pointed 27:10
pond 46:9
poor 51:17
portion 42:8 89:6
102:21 122:21 123:9
125:18 137:9
portions 76:15,21
poses 30:14
position 29:20 86:21
87:12,14 93:4 149:22
possibility 52:9 55:13
55:18
possible 94:21 122:7
133:7 145:22 155:12
possibly 112:14
post 136:3
potential 33:13 42:8
43:2 60:9
practically 106:7
practices 38:10
prairie 79:16,19,22
106:9
precautions 9:3
preemption 38:8
prefer 152:11
preference 139:3
preferred 14:1
premature 93:8 150:1
prepared 69:17
present 1:16 3:6 4:6
President 2:11,14
53:11
presumably 41:9
presume 70:21
presumed 121:10
pretty 85:17 87:9 88:6

88:22 106:9 118:2
152:17
prevent 125:20
previously 58:18 136:7
primarily 8:6
prior 6:20 15:20 68:12
68:18 71:7 76:16,21
77:2 82:21 88:3
123:22 124:3
priority 155:16
private 82:19
probably 7:11,13 26:8,8
62:22 66:17 70:3 86:8
88:10,12,13 101:8
106:14 131:13
probed 56:11
problem 23:20 30:15
31:13,13 33:5,8 40:16
65:2 107:7 124:2
145:12 148:5
problems 15:8 136:10
137:8 139:7 145:20
145:20 146:8
procedural 6:7
proceeding 13:4 15:20
Proceedings 1:17,19
4:11,13
process 11:21 22:10
30:17 32:3 38:15,16
38:20 42:3,18 45:18
47:17 48:4 57:7 61:4
64:4,5 69:15 72:4
103:1 109:17 110:20
processes 41:19
product 7:9,12,13 11:1
11:8 12:9,17 13:22
17:20 18:16 19:22
24:19 26:1 27:18
28:11,13 29:3,6,12
32:12,18 34:14 35:3
35:16 36:21 39:11,18
40:5 41:11,16,18
42:17 43:4,8,15,15,16
45:16,21 46:5 47:7,8
55:4 60:18 114:19
117:16
products 7:8 33:18
34:2,5,6 46:16,17
47:2 48:1 66:14
profile 106:13
profitability 54:13 59:4
71:12,21
profitable 57:16 60:12
64:12,14
program 30:19 31:8
project 36:6
projected 41:8
projecting 39:4
property 25:3

proposal 21:16 88:16
88:20 96:11 107:14
133:16 134:17,20
135:6,21 136:10
139:6,8,9 140:6,14
142:2
proposals 61:1
propose 85:10 89:15
147:3
proposed 21:9 61:9
112:11
proposing 72:21 87:22
96:9 104:2 138:20
139:1
proposition 131:16
protected 13:12
protection 13:11 46:13
protective 13:2
protracted 94:9
provide 7:1 15:21 28:9
28:10 29:20 30:11
53:4,22 82:10 84:5
87:14 107:10 111:1
115:2 122:14 127:17
128:2 137:4 149:10
153:15,19
provided 6:20 88:3
110:14
providing 72:14 125:1
125:13 129:3
public 1:18 3:21 4:15
82:16,18,20 85:16,19
102:2
pull 19:9 27:3 37:11
99:7 136:4,5 143:3
pulled 63:3 65:15 67:2
76:4,5,13 102:20,22
108:17 129:14
pulling 77:2
pump 9:10 36:20
pumping 9:15
purpose 90:3
purposes 139:21
149:14
pursuant 1:15
push 15:6 34:17 134:15
138:6 142:10
pushed 135:15
pushes 139:2
pushing 149:11
put 14:11,17,19 18:15
24:19,22 25:9 37:13
69:19,21 71:16 88:8
100:10 101:21 103:4
108:6 129:17 141:20
146:5,19 148:18
putting 33:16 61:4,5
115:18 116:10,13

Q

quasi 150:15
question 15:14,17
17:13 24:8 25:21
53:20 61:15 62:1 65:6
70:15,15 78:16 79:20
82:4,14 83:5,16 85:8
87:11,21 95:3,13
104:1 110:4,16
123:18 126:17 129:20
130:3 131:2 134:9
135:8 138:21 145:18
148:7 155:2
questions 3:16 6:4,6,7
6:11,12,15 20:6 21:20
50:14,15,18 65:20
72:15 97:21 109:22
112:10,12 142:9
143:22 144:2 154:1
quick 19:8,19 23:22
24:7 49:13 82:3
quickly 24:2 31:6 111:5
111:13 114:21 155:12
quite 10:11 11:21 17:17
35:17 115:20 116:7

R

R 2:11
rail 1:8,18 4:15 9:11,17
10:14 11:1 14:7,21
15:2 23:17 24:17
25:16 26:22 34:8
36:20 37:14,15,16,19
39:6,13,15 40:3,6,17
42:5,16 43:3,5 45:22
46:3 47:2,7,9,20 48:1
49:7 53:5 54:1 56:17
56:19,20 58:10,11,13
59:15 60:10 64:19
65:4 68:1 72:14 102:5
102:10 104:18 105:18
109:3 113:22 115:16
115:19 123:6,7,9
144:10 146:17,22
RailAmerica 58:20
railcar's 9:17 12:10
railing 39:20 40:1
railroad 16:13 38:5,6
107:13 115:9,18
116:14 123:13 127:18
133:19,20 134:5
148:17
railroad's 38:6
railroader 106:17
railroads 99:19 101:1
119:15 137:1 138:2
147:10 149:9
Railway 1:9 2:6,10,18

5:5
raised 21:15,18 25:21
 55:12,17 61:2 64:7
 68:18 142:9
ramp 36:13
ran 126:9
range 3:16
rap 13:6
reach 63:13 68:11
 91:22 122:22 151:18
reached 62:6 92:1
reaching 72:4 93:22
reading 60:2 89:7
 132:10
real 27:7 52:1 78:21
 132:11 141:15
really 15:5 19:4 27:13
 51:6 64:10,21 106:2
 133:9 138:10 139:11
 143:18 145:21 151:21
 152:19 153:17
reason 86:14 102:6
 123:14
reasonable 70:17
reasons 13:2 19:10
 37:2 63:3 70:11
recall 11:16 20:10 38:21
 57:10 58:15 68:21
recap 7:1
receive 45:9 47:2,7,9
 113:22
received 15:18 40:7
 125:3
receiver 136:16
receiving 42:20 114:8
receptive 17:5
recognize 111:5 117:13
Recognizing 94:19
 95:4
recollection 57:14
record 3:21 5:21 24:8
 35:7 50:2,4,21 72:18
 76:15 84:10 89:7 90:3
 92:13 93:11,15,17
 95:21 110:14,18,21
 111:22 112:3 114:16
 128:20 149:15 152:15
 154:7 156:2,4
recused 4:1
reduced 101:21
refer 80:22
reference 73:8 144:3
referred 79:19,22 100:2
 126:11
referring 57:22 58:8
 81:16 85:7 106:1
 120:16,21 140:4
refusing 148:18
regard 23:9 26:16

regarding 21:16,18
 51:1,2 54:8 67:1,15
 67:20 68:5 71:19,21
 72:9 86:17 87:18
 112:14 113:17 114:22
 115:3 122:11 135:22
 142:10
regular 138:4
reimbursing 113:3
reinstated 152:18,19
related 7:10 21:20
 72:16 89:5
relationship 150:9
relative 67:17
relatively 93:19
relayed 29:9
relevant 29:21 95:12
remain 14:4
remainder 110:12
remember 38:22 59:6
reminder 4:2
remove 101:15
removed 56:19
removing 8:4
rental 41:15
repair 52:22 54:18,19
 66:1 71:16,20 72:1,1
 72:17 98:6 107:9
 108:2
repaired 76:8
repairs 67:6 69:11
 70:22 83:13,19 85:11
 86:17 87:15 97:22
 98:2,3 103:12 104:3,7
 107:15,18 112:11,18
 112:21 113:9,14,18
 113:21 114:2,6,7,17
 150:10
repeat 95:3 103:6
replace 98:7 105:11
 120:9 141:22
replaced 100:2,3,12
 101:8,10 102:10,11
 102:12,17 103:3
replacements 133:9
replacing 99:21 121:1
 132:16 134:7
reply 69:8
report 75:12,14 81:20
 82:1,2 85:3 86:21
 87:18 104:17 107:15
 108:6,8,12
reporter 3:6 5:18
reports 105:10
represented 92:21
represents 42:15
request 7:2 10:15 12:3
 86:15,22 144:13,15
 148:7,8,9 150:20,21

152:13 153:14
requested 11:15 85:12
 86:3 144:7
requesting 112:13
require 11:14 12:1
 28:12
required 13:18 84:21
 93:5 99:1 112:21
 114:11
requirement 9:22 10:7
 10:10,10 11:14,19
 12:3
requirements 13:16,21
 30:8,10 57:6 84:21
requires 7:1 12:6 25:17
 46:2
researched 59:20
 143:18
reserving 96:11
residential 13:8
resolution 87:3
resolve 28:16 32:21
resolved 23:22 24:2
 33:12
resource 27:17
resources 26:5 27:2
 28:12
respective 129:17
respond 55:19 98:21
 128:19 142:8
responding 15:15
 16:19
response 28:2 55:20
 77:19 87:4 92:7 96:9
 131:7
responses 15:5 87:5
 112:8
responsibility 114:2
responsible 12:8,17
 84:11
rest 110:1
restate 114:15
restore 150:10
restriction 22:5 27:10
result 66:22 125:14
resumed 50:2 112:3
resumption 144:10
retention 46:9,12
return 50:5 96:15,15
 97:15
revenue 39:10 60:20
 114:9
reverse 88:18
review 31:17 111:15
revised 99:3
revisit 62:10
Richard 2:15 4:20 86:2
 92:1,4
Ride 106:22

ridiculous 119:10
riding 16:15
right 13:7,8 17:16 26:7
 26:11 32:9 33:21
 42:13 43:6,7 44:1,1,1
 44:4,21 46:8,9 75:7
 77:10 79:17 83:10
 89:16 100:21 124:5
 124:13 126:7 130:4
 144:14 150:15 151:8
 153:22
rights 89:7,9,17,20 93:9
 94:1,10,12 96:16
 147:14
risks 21:8
river 106:5 116:9
 117:15 118:11 119:22
 120:17,18 121:3
 122:18,20 123:1
 147:22
rivers 106:10
road 24:21 75:1,17,19
 76:7 77:9 81:13
 104:19,21 105:9
 107:11,13 108:15
 109:5
roadmaster 100:9
 104:19
roads 25:4 27:17
roll 34:4
room 3:7 4:4,6
Ross 2:8 5:8 16:3 20:22
 35:10,11 51:4 62:3
 65:13 67:18 73:19
 74:5 80:6 98:21 99:2
 99:11 115:5,7 122:16
 126:10 127:14 129:7
 130:16 137:14 139:10
 142:12
route 73:13 75:10 76:16
 76:21 88:18 89:6
routes 72:13 83:8
routing 141:21
rules 128:16
ruling 155:3
run 25:3 101:1 116:4,6
 117:11,12 122:21
 126:11 131:20 138:2
runaround 102:22
running 37:5 121:6
 125:14,18 126:3,15
 142:20
runs 37:17

S

S.W 1:12
safe 13:21 55:5 76:9
 98:20 99:1 100:6,11

safely 113:10 128:1
safety 10:2 19:10 22:14
 31:8 37:2 63:3 69:1
sale 144:3,9,12,22
 145:14 147:3 148:8
salt 7:12 8:7 45:13,15
 45:19 47:14 48:6
sat 16:10,22 51:6
 145:19
satisfactory 90:13
satisfied 18:22
savings 39:20 40:4
saw 61:9 86:20
saying 8:20 31:15,22
 32:8 33:8 40:8,9,13
 43:1 47:6,17 54:20
 71:14,18 77:19 79:6
 116:17,21 121:13,15
 126:2 137:17 150:19
 151:14 152:10
says 31:7 33:11 104:20
 123:11 124:11
scenario 13:13 132:7
 141:22 145:2
schedule 25:15 117:11
scheduled 93:3
Scheib 2:3 5:12
scratch 21:11
scratched 61:6
se 123:8
season 26:14 35:4
 43:11 103:14 152:19
second 11:2 77:22 99:7
 112:15 122:6
secondarily 93:6
Secondly 104:9
seconds 20:11 68:22
section 115:21
see 20:6 24:3,8,12 27:7
 31:12 58:13 63:16
 78:11,22 79:2 85:21
 86:11 90:12,15 92:9
 95:11 104:12 108:8
 108:19 111:17 116:13
 118:21 127:14 135:21
 138:16 154:10
seed 51:19
seeing 16:16 59:18
seeking 72:6 144:13
seen 108:15
segment 84:18 91:15
 93:18
selling 112:14
send 142:19
sending 150:19 152:12
senior 53:10 65:22 66:3
 67:12
sense 119:14
sent 38:19

separate 131:17 132:5
 136:20 137:20 151:13
September 102:21
serious 61:21 105:22
 117:2,6,9 118:2
serve 73:2 80:2
served 122:8 123:9
service 1:8 3:11,15
 6:19 7:2,7,15,18
 10:19 15:4,13,19
 19:10,12,13,16,19
 20:13,17,21 21:9,19
 23:7 26:9,13 28:1
 30:11 35:2 39:6 41:3
 41:10 42:16 45:6,13
 53:5 54:1 57:19 58:12
 60:8 62:18 63:21 65:5
 65:16,17 66:16 67:2
 67:16,21 68:1 69:2,4
 69:5,13,18,21 70:7
 72:6,9,14,19 76:1,4,5
 76:17,22 77:3 82:10
 82:11,22 83:7,12,15
 84:5,22 86:19 88:2,3
 88:4 89:15 90:18 93:5
 93:16 95:1,22 102:20
 102:22 103:5 104:12
 105:4,8 106:19
 107:11 108:10 111:3
 112:20 113:8,22
 114:17 115:2 117:9
 122:8,9 123:2,13
 124:1,4 125:2,13
 127:17 129:3 134:8
 134:22 136:7,15
 137:4 139:4,9 140:15
 140:15 141:20 144:10
 145:21 146:22 148:10
 149:5,6,10,11,16,17
 150:10,20,22 151:15
 152:13,18 153:15,20
 155:4,11
serviceable 84:19
 110:7
services 60:5
servicing 8:3 123:22
serving 72:21 121:5
 126:4
set 51:20 128:16 144:17
 145:11
settled 148:13
settles 150:4
setup 14:8 26:3
seven 74:18 75:1,16
 77:9 82:15,18
shape 105:21 146:16
share 87:18 119:15
shared 115:14
shifted 32:1

shifts 117:17
ship 32:9,11
shipment 126:22
shipments 82:8 122:13
 125:3 135:12,17
shipper 136:16
shipping 24:4 32:6
 114:19
shoes 88:7 89:1,3
shop 25:6
short 23:18 29:22 31:10
 32:12 85:19 93:19
 105:15 106:16 108:10
 112:6,8 123:6
short-term 23:20 40:16
 60:9
shortage 26:11
shorter 65:9
shortly 102:19
shove 74:21 142:22
shoving 140:7
shows 63:8
shutting 67:3
side 100:1 101:13 116:9
 117:15 118:11 119:21
 122:19
siding 142:21 143:1,11
signal 100:1,1,8,12,13
 101:5,6,13
signals 98:8
significant 40:4 108:9
simple 36:6 61:7
simply 78:1 120:9
 132:16 133:9 134:7
 138:3 141:22 144:15
Simultaneous 42:22
single 105:14,20 141:7
sir 53:1 54:2,22 55:1
 56:9 57:10 77:11
 81:17 85:6 99:6
 100:16 103:8,13,20
 110:9 115:6 116:19
 121:21 122:4 126:6
 130:17 140:2
sit 17:16 91:22 92:6
 118:19 131:13 132:21
 136:22 142:5 146:1
 153:4
site 9:3 10:3 12:1 20:19
 23:14 24:16 25:1
 26:20 27:12 28:11
 29:12 30:16 31:17
 38:16 41:1 42:4 44:7
 47:1 48:2,16 63:22
sites 11:21 22:3
sits 36:15
sitting 36:18 37:2 52:19
situated 13:8
situation 14:5 25:2

29:11 33:12 105:19
 134:15 139:1 148:2
 149:3
six 74:18 82:18,20
 115:22 116:2 118:15
 118:16
sleep 153:6
slow 31:3
small 5:16 42:7 106:2
Smith 16:6 62:5
snack 118:20
solely 148:8
solution 23:21 40:17
 53:15 92:4 145:4
 147:7,13 149:8 152:3
solutions 145:6
somebody 27:3 70:16
soon 49:6 91:2 145:22
sooner 106:15
sorry 8:12 17:1 20:11
 44:11 50:10 55:15
 56:6,7 65:13 68:22
 76:18 83:22 93:14
 95:2 100:14 117:5
 129:1 143:8,16
sort 6:13 7:1 12:5 22:17
 35:7 46:22 64:1 74:2
 96:19 150:16
sound 108:2
south 77:17 81:4 82:2
 85:4 143:1 146:10
Southern 2:2 5:11 50:9
 83:17 84:1,15 88:15
 89:13 90:2,4,11,15
 94:19 95:11 96:5
 97:18 109:20,22
 130:10 132:12,16
 133:8 134:3
Southern's 90:7
speak 45:19 92:19
 153:11
speaking 5:17 13:1
 42:22 47:18 112:19
 113:16 131:3
specific 6:12,13,21 7:4
 8:5 9:2 16:2 21:19
 54:10 55:2 63:13
 72:13,19 74:2 98:1
 99:5 108:6 122:10,14
 137:8,9
specifically 11:2 40:11
 55:1 72:16 73:12 74:8
 82:6 95:13 128:7
specifications 10:1
specifics 63:20
speed 68:3 107:5
spend 56:19 70:19 71:2
 104:8
spent 71:5

spill 9:7 13:7 35:13,16
spills 36:17,19
split 108:16
spoke 29:8 92:17 93:2
spoken 89:12
spot 136:3,5 143:3
spots 140:18 141:8
spotted 75:7
spotting 75:6
spring 26:14 35:4
spur 14:11,17 33:16
 34:8 74:15,17,20
 129:9,22 130:1
stack 78:12
Staff 1:16 3:10,12,15,22
 4:5 6:2,5
stance 114:6
stand 29:3
standard 7:16 100:20
 100:22
standards 38:10 99:18
 112:21
standpoint 142:7
 149:21
start 3:3,5 5:19 6:14,18
 18:7 37:5,20 50:18
 72:17 88:14 125:14
 136:17
started 6:9 10:20,22
 49:14 59:11,17,20
starters 118:10
starting 4:5 74:6 99:21
starts 36:19
state 5:18 21:22 38:7
 38:12 39:3 54:15
 76:15 78:8 83:18 98:5
 149:15
stated 70:11 91:20
 110:4 131:11
statement 25:5 118:8
 152:7
statements 128:20
states 1:1 107:16
status 51:3 67:22 86:5
 100:11
stay 110:1,12
STB 6:15 70:12
steel 37:13
steer 106:16
stem 106:12
step 88:7
stepped 144:21
stepping 88:22 89:2
stern 106:13
Steve 100:8
stick 128:16
stop 108:18 125:18
 131:19
stopped 125:12 129:2

 146:10
stopping 132:4
storage 7:9 8:1 9:21
 11:11,11,12 13:15,22
 23:18 24:17 25:1,7
 26:1 32:5,18 33:18
 34:7,11,12,15,21 39:5
 39:10,15,22 40:13
 41:15,21 42:11 43:17
 44:15 45:2 48:22
 60:11,13,17 61:5
store 18:16 32:18 34:22
 40:5 41:17 43:4 46:17
stored 44:17
straight 42:14 146:12
Strategic 2:3
streams 46:6
Street 1:12 101:9 102:5
 104:18
Streeter 2:15 4:20,20
 48:11 77:21 78:5,10
 79:7,17 80:10 108:11
 109:2 118:6 129:19
 130:2,4,7,19 136:11
 136:13 137:11 141:14
 144:14 147:6,16,18
 147:20 148:12 149:1
 149:4 151:4,8,13
 152:14 153:3 154:14
stretch 118:18,22
 119:20 123:7 133:1
stricter 44:3
stringent 10:11
structure 36:5
structured 150:10
stuff 6:7 64:2 76:11
submitted 88:1 154:3
substitute 15:13,19
 20:16,20 21:9,19 23:6
 27:5 28:1 41:2,10
 45:6 63:21
successful 19:3 56:15
suggest 119:2,7,18
suggested 92:5 145:6
suggesting 96:4,19,22
suggestion 97:6 118:13
 143:13
Suite 1:11
Sunday 146:10
supplement 111:1,15
 154:9
supplemental 154:2
supply 11:7 28:18
support 39:8 83:14
 150:10
supposed 137:19 151:6
sure 5:20 13:11,19 35:6
 43:6,6 44:12 65:12
 69:2 72:18 76:14

 84:19 119:6 149:21
 155:18
surface 1:3 61:7,13
 64:16 105:1
surface-type 21:12
survival 58:13 59:16
survive 60:11
switch 74:12 80:8,15
 102:16 103:2 123:11
 132:3 142:18
switched 129:16
switching 67:10 103:1
system 9:15

T

table 53:7
take 9:3 23:7,17 25:10
 26:19 27:17 30:18,22
 31:19,20 35:22 38:21
 49:11 67:18,19,20
 68:7 69:20 86:18
 103:11,19 107:21
 108:19 109:8 112:1
 128:2 129:22 138:19
 140:13 143:17,19
 145:10 155:3
taken 67:14 76:17,22
 78:14 82:22 88:4
 108:13 109:3 124:1,4
takes 24:10 26:22 35:17
 43:10 70:9
talk 6:21 15:12 18:1,6
 24:9 52:21 53:3 55:2
 61:7,13,15 62:22
 64:16 69:9 73:8 87:7
 90:4,5 92:8 98:4,8
 117:9 122:17 123:5
 128:17 144:11 151:11
 152:2
talked 14:18 18:12
 19:18 45:5 54:10,14
 54:22 55:2 56:16
 61:10 66:5 87:8 92:20
 99:20 101:5 102:1
 122:6 135:9
talking 5:19,20 39:12
 44:6 59:20 61:22
 71:11 72:13 73:13,14
 75:5 79:16 80:6 81:2
 82:1,5,7 91:16 100:7
 106:11 120:13 121:16
 136:17 137:18 147:4
 148:10 150:14
tank 24:20,20,21 37:21
 53:7 78:22
tanks 18:15,16 28:14
 41:16
tape 108:20

Taylor 16:5 51:14
tea 118:20
team 65:22
technical 1:5 142:9
teleconference 2:22
tell 5:20 33:2 35:22 57:3
 155:5
tells 102:8 146:15
temperature 51:19 52:5
temporarily 19:12 20:1
temporary 22:17 145:3
 145:13
ten 94:13 106:22 107:6
 146:17
tenth 24:18
term 22:7 23:18,21
 32:13 33:4 98:17
 105:5,7 108:10,22
terms 63:22 88:9 93:8
 94:4 97:22 105:7
thank 28:15 30:13
 38:13 44:21 49:21
 53:2 54:11 55:10 71:8
 80:4 85:1 87:20 89:22
 91:13 95:20 100:21
 103:9,22 109:16
 110:10 111:19,20
 118:3 120:2 121:19
 121:22 122:3 128:21
 130:19 135:7 136:8
 139:19 140:9 147:19
 154:14 155:19 156:2
thanks 25:19 49:22
 50:11 111:18 153:21
 155:17
theirs 10:12,13
thing 9:21 38:3 108:6
 119:13 145:16 151:9
 154:16
things 21:5 31:3 56:22
 62:11 107:12,12
 110:21 136:13 145:10
 148:13
think 10:10,13 13:17
 17:14,14 25:20 30:21
 32:19 44:11 53:7
 55:21 56:12 62:10
 63:7,15 73:6,19,22
 82:4 85:22 86:18,22
 90:17 92:1,4,21 96:20
 103:20 104:6,13
 106:4 107:22 108:22
 109:13 110:4,19
 116:12 126:8 129:11
 132:10 135:1,6
 139:10,20 143:14
 144:11 146:18 147:21
 149:4 150:1 151:2,14
 151:21 152:14,16

153:9,10,16 155:21
thinking 64:13
Thirdly 104:14
thoroughly 108:4
 143:19
thought 8:13 17:11
 65:4 77:13 138:22
 152:22
thoughts 53:8,9,12
three 37:10 58:16 59:5
 74:22 81:12 86:11
 106:12 107:2 130:9
 136:18
threw 54:3,6 152:1
throw 151:20
throwing 57:1
thrown 55:8
throws 125:7,7
tie 102:8 107:9
tied 75:8 148:8
ties 78:12 101:18,19,20
 101:21 102:9,16
 103:2 105:11
tighten 105:10
tightened 75:9
tightening 107:8
time 6:14 7:17,17,20
 8:2 9:19 14:16 24:5
 25:13 30:1 31:19 32:9
 32:20 35:5 36:12
 42:16 56:20 61:11,17
 63:19 64:3 65:18 67:1
 67:4 68:11 69:5 71:9
 71:15 84:11 93:19
 103:7 104:11 117:12
 117:12,20 119:4,15
 129:11 138:15,20
 146:5
timeline 43:9 59:1
 69:19 155:4
times 58:15 101:7
 116:6
today 11:21 13:6 18:21
 27:3,9 93:4 98:15
 101:15 123:11 124:12
 127:7 142:15 145:2
 148:11 151:11 154:6
 155:20
told 19:11,18 23:19
 24:1 33:3 40:15,19
 62:8 146:9
Toledo 1:9 2:6,9
tomorrow 151:5,12
tone 52:20
top 36:15
topic 6:5,13,17
topics 39:3 59:11
 112:16
total 11:11 99:3,19

103:4,7
totally 130:8
touch 12:9
touches 29:6
town 13:8 76:12 137:5
township 104:21
TP 71:10
TP&W 5:9,14 6:20
 14:18 15:14,19 16:4
 16:12 17:11 18:15
 20:15 26:21 27:11,21
 28:8 29:11,16 35:6
 36:8 41:1 50:11,16,18
 50:21 56:1 60:22 61:2
 65:6,8 68:11,17 69:8
 71:22 72:20 73:5,15
 82:14 84:11 86:15
 87:11 88:3,7,21 89:9
 89:16,20 91:18,21
 93:18,21 94:11 96:13
 97:3,9 98:1,4,18
 105:6 107:3 113:13
 114:21 115:14 116:4
 118:10,17 119:8
 120:5,10,11,20 122:5
 123:21 125:12 128:4
 128:5 129:2 132:8,9
 132:17 133:12,15
 134:7,9,15 135:9,11
 135:15,21 137:7
 138:21 139:1,1,5,8
 140:12,20 141:12
 142:1,2,8,11 145:7
 146:1 149:15 150:18
 152:6,10 153:5,9
TP&W's 15:12 21:9,16
 27:22 28:1 29:9 31:15
 41:2,10 51:2 75:11
 86:21 88:11 93:4
 115:19 119:21 122:10
 131:10 134:10 139:3
 139:9 142:14
track 14:3 35:13 67:22
 68:5 69:22 74:16,20
 76:16,21 77:2 80:12
 82:21,21 83:18,21
 84:18 85:15 97:13
 100:10 102:18,22
 103:5 104:9 105:14
 105:18,21 106:17,18
 106:19 107:5 108:14
 109:4 113:19 118:12
 119:8,11,12,15 127:7
 127:9 141:6,7
trackage 89:6,8,17,20
 93:9 94:1,10,12 96:16
 147:14
tracks 96:17 105:20
traffic 115:21 119:6,7

120:8 121:8,12,17,18
 125:16,18,19,22
 126:1,18,19,19,20
 127:2,20 128:3 129:5
 129:5,8,10,13,15
 130:1,22 131:4 134:4
 136:3 137:18,21
trailer 9:8,10,16 24:20
 24:20 36:14,16 37:1
trailers 10:5 24:21 25:9
train 116:10,14 117:22
 118:21 119:19 120:12
 120:21 128:5,7
 129:22 131:18,20
 132:5,7,17,22 133:13
 142:19 143:15
train's 12:10
trains 6:22 16:15
 105:17,19 115:22
 116:2,5,6 118:14,15
 118:16,16 120:6,9,10
 120:19 121:6 124:18
 125:14,15,16 126:3,9
 126:13,20 129:4,18
 131:2 132:6 138:4
transcribed 3:20
transcribing 3:5
transcript 15:17 110:13
 111:9,18 154:6,10
transfer 1:8 2:13,15
 4:21 5:1 6:18 9:16
 15:20 17:1,1 20:7,18
 21:15,17,21 22:2,4
 26:2 28:13,16 29:7,21
 30:7,9 33:11 36:1
 38:13 39:3 50:16,20
 51:15 55:14,19,19
 57:11 61:1 62:7 63:5
 63:10,20 65:9 68:9,10
 71:11,21 72:6,8,14,22
 73:3 74:4,7,22 75:3,4
 75:6 79:4 80:2,7,19
 81:5 82:2,6,11 83:6
 85:5 88:1 97:11
 102:15 103:2 113:2
 113:17,20,21 114:19
 115:11 122:8 123:22
 124:11 125:2,13
 126:4,10,19 127:3,11
 129:4 130:18 134:16
 136:9 140:10 142:9
 143:22 144:6 146:13
 152:10
Transfer's 3:10,15 22:2
 28:2 33:13 77:8,17,18
 112:13 130:22 137:7
 142:18 144:3 152:12
transferring 134:14
transit 119:8 133:3

transition 15:12 72:12
Transitioning 21:14
transload 11:20 12:1
 17:6 18:7,20 20:1,9
 20:14 22:3 23:13
 26:20 27:12,13 28:8
 28:18 30:16 42:2,3
 43:18 48:21 51:21
 54:8,9 62:15 66:8
transloading 10:3,8,14
 23:9 24:10 25:11 27:6
 28:9 35:9 42:4 46:22
 47:18 48:2 54:5,7
 55:13,18 61:4 63:22
transmitted 132:19
transport 6:22
transportation 1:3
 27:20
transported 83:3
transporting 25:22
traverse 75:2 83:13
traversed 82:10
tried 17:8,10 56:1
 108:19
trouble 78:22 93:22
 137:7 148:4
truck 24:20 34:22 36:11
 36:12 42:17,19,21
 43:8,11,13,14,15,17
 44:6
trucking 28:10 34:12,13
 34:15,20 39:21 40:2
 53:14 60:13,14 66:9
 66:11
trucks 19:16,21 40:3
true 94:9 121:1 128:12
 128:12
try 5:18 92:3 111:12
 112:5,7 141:17
 148:13 149:7 151:17
 151:18
trying 19:4 26:13 33:1,2
 33:6 69:10 84:16 87:2
 91:21
turn 98:12 146:13
turning 145:3
turnouts 84:6,12
twelve 127:12
twice 7:15 106:20 119:9
 119:19 131:15
two 10:19 21:22 34:15
 38:14 39:11 44:18
 51:12 69:21 70:6 75:1
 75:17 77:9,20 112:16
 119:15 127:11 141:3
 145:5,5,6 147:9
type 89:8 91:17
TZP 133:3,11
TZPR 74:8,10 88:17

89:21 96:14,18 115:9
115:13,14,16 116:5
118:17 119:9 121:2,8
121:17 123:1 124:11
125:21 126:14 127:5
127:19 129:14 131:11
132:8,19 137:19,19
138:19 142:16 147:15
147:20

U

ultimately 83:15
unaware 79:14
undergo 38:15
undergone 32:2
underneath 37:13
102:9
understand 14:2 15:19
21:14 22:1 23:15 30:9
31:1 41:7 44:13 49:8
61:15 64:21 69:18,20
78:20 135:3 137:11
140:17,22 141:8
146:11 152:21
understanding 30:7
31:15 41:14 75:16
84:17 87:5 94:1 97:7
108:18 137:21 139:4
140:17
understood 13:19
undertake 84:5 94:21
95:7
Unfortunately 78:6
unique 24:9 26:2 28:3
60:17
UNITED 1:1
universe 44:14
unload 7:8 8:1 9:6 10:5
19:21 24:21 25:1 27:1
34:9 42:6 49:7 140:21
unloaded 14:9 25:17
48:19
unloading 9:4,12 14:3
14:21,22 17:6 35:2
37:13,20 43:21
upcoming 43:11
upset 33:3
upwards 115:21
Urban 2:4 5:12
urgent 149:3
use 24:14 25:6 66:13
83:22 90:16
usually 34:13 97:15
utilization 56:17
utilize 39:6

V

validation 137:17

Valley 144:19
valve 9:11 12:10,10
37:15
vantage 85:18
vendor 14:1
verify 84:16
versus 55:4 105:5
viable 27:7
Vice 53:10
view 97:1 98:22 104:15
142:7 148:1
viewed 85:17
vigorously 118:4
violations 76:3
volume 8:18 46:1 51:11
volumes 55:6

W

wait 140:20 146:1
waiting 14:12 50:5 66:2
67:12
walk 72:20 74:3 146:11
want 3:8 12:21 13:3,5
16:8 18:6,22 19:1,2,3
20:6 22:12 30:6 44:12
46:8 58:4 59:10 60:7
63:7 64:17 67:18 73:8
73:12 81:12 83:15
90:3,20 95:22 99:3
104:9 110:11 111:1
114:10,15 123:8
135:4 137:3 145:9,14
145:21,22 146:1
147:1 148:6 149:12
152:2,2 153:17 154:2
154:11
wanted 10:3 32:22
33:17 52:5,7 137:16
wants 12:13 146:20
warms 26:16
Washington 1:12
wasn't 15:3 17:9 52:3
56:2 59:22 120:8
water 7:12 8:7 45:13,15
46:6,8,12 47:14 48:6
water's 45:19
way 6:11 14:8,20 17:16
22:4,16 31:11 60:4
70:16 88:8 91:3 95:7
108:11 112:8 127:19
127:20 128:3,8,9
138:6 146:10 147:15
149:13
we'll 4:4,7 6:13,16
49:14 50:18 69:3 87:9
92:9,10 96:3 101:15
109:8 112:1,15
133:21 150:7 153:18
154:8 155:5 156:2

we're 6:12 8:11 9:8,12
9:14,15,19 12:8 13:7
13:12,22 15:11 16:18
19:16,17 20:2 24:1
25:3,4,5,8 26:8,13,16
27:4,11,14 32:17 33:1
33:5,6,20 36:8 37:12
39:2 40:17,18 41:15
43:3 46:8 49:8 50:10
50:12,13 51:11,22
52:3,18 55:5 57:20
58:2 59:9,22 60:3,16
64:12,16 72:7,12 75:5
79:16 80:6 82:1,5,7
83:13 86:5 95:15 96:1
96:3,4 106:11 109:13
109:15,21 111:3,5,12
112:5 113:4 114:8
117:10 121:16 123:13
132:18 133:22 137:17
137:18 144:16 146:22
147:8 149:21 153:19
154:3
we've 7:7 11:2 14:8,11
19:15 23:19 30:3
33:22 34:7 39:12
49:10 60:3 67:19 68:4
82:4 87:8 92:8 97:19
104:20 105:2 109:7
111:21 133:22 146:21
148:10 149:10,11
Wednesday 1:13
week 18:4 62:10 106:20
116:6 118:15 119:9
119:19 120:7 121:7
131:15
weekly 7:15
weeklys 17:18 107:3
111:4
weight 25:9
welcome 3:8 55:11
welded 101:7
went 10:11 13:16,20
46:12 50:2 58:5 59:21
62:21 66:8 100:4
112:3 131:15 156:4
weren't 61:21 71:15
west 81:4 82:2 102:15
116:9 117:14 118:11
119:21 122:19 143:1
Western 1:9 2:6,10
whatnot 49:19
willing 72:8 104:22
113:13,21 114:7
window 132:12
windows 119:9,17
123:7
winter 62:21 63:1
wish 38:18 45:17

word 57:18 123:12
work 6:11 16:18 17:10
17:12,14 20:3 22:4,17
25:6,14 27:9 30:9
38:4 52:15 55:21 56:3
56:12 57:2,3 62:16
64:12 65:1 66:10,15
93:17 103:16 128:9
133:22 142:10
worked 9:20 134:1
working 59:10
works 119:17
world 33:20
worse 105:18,19
worsened 62:20 63:2
worst-case 13:13
wouldn't 17:12,14
23:12,15 28:11 56:12
57:3 62:16 80:11
86:15 138:3
write 76:3
writing 14:15 40:12
written 11:19
wrong 64:19 74:1 99:12
127:15
Wyoming 5:7 58:20
59:1 92:13 114:15

X

Y

yard 35:8,12,15 38:6
74:11,12 88:17 89:21
102:18 119:1,2
120:17,18 121:12,18
127:21 128:4 129:15
131:5,12 132:5,8,9
133:3,13,14,15
138:16 142:17
yards 119:5
yeah 98:10 99:13 117:5
117:13 118:9 155:1
year 30:18,22 31:19
44:15 145:12
year's 31:19 42:16
year-long 22:10 30:17
30:17
years 7:7,11 10:21,22
11:3,18 14:19 17:9
34:1,4 55:22 56:1
57:4 58:17 71:6 86:8
94:13 105:16 134:2
144:18
yesterday 33:1 87:10
92:20 93:3,13 145:7

Z

0	5	
	5-minute 49:11	
1	50 8:13,13 45:8	
1 1:14 68:5 75:15 98:16	50,000 101:9	
100:18,20 106:17,18		
106:19	6	
1.2 115:12 123:6	60 32:16	
10 7:20 20:10 68:22	60,000 101:6	
127:5,10	600 101:22	
10-15 130:11	689 100:14	
10,000 18:15	689,000 100:15	
10:00 49:13		
10:01 50:3	7	
10th 68:13	7 69:8	
11:16 112:3	70 101:19	
11:20 109:9		
11:22 112:4	8	
12 127:10	8 69:9	
12:08 156:4	80 8:10,18 47:19	
1235 1:11	8th 144:20	
13 11:18		
14th 63:7	9	
15 10:21	9 74:13	
166 114:2	9:00 1:15	
166,500 103:8	9:02 3:2	
17th 73:5,7 75:12 98:5	9:52 50:2	
18th 91:6		
1930s 101:12		
2		
20 86:8 134:2		
20,000 18:15		
2014 20:17 21:17 50:17		
50:20,22 60:22 61:17		
2015 1:14 6:20 19:7		
50:17 61:18 65:8		
68:12		
20th 112:13 144:6		
21 144:18		
22 127:7,9		
24 78:11		
27 105:16		
270 144:16,17,20		
3		
3 105:15		
3-4 7:11 11:3		
30 103:20 109:14 112:6		
300 13:17		
35 26:8		
35914 1:8 3:10		
3821 78:11		
395 1:12		
4		
40 60:19		
44.7 102:13		

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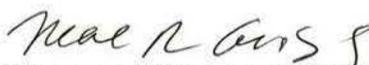
In the matter of: Technical Conference

Before: STB

Date: 04-01-2015

Place: Washington, D.C.

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