RICHARD R. WILSON, P.C.
Attorney at Law
A Professional Corporation
518 N. Center Street, Ste. 1
Ebensburg, PA 15931

(814) 419-8152
888-454-3817 (Toll Free)
(814) 419-8156 FAX
rwilson@rrwilson.net – Email
www.rrwilsonesq.com - Website

851 Twelfth Street
Oakmont, PA 15139

Of Counsel to:
Vuono & Gray LLC
2310 Grant Building
Pittsburgh, PA 15219
(412) 471-1800
(412) 471-4477 FAX

April 19, 2016

Ms. Cynthia T. Brown, Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, DC 20423-0001

240535

ENTERED
Office of Proceedings
April 21, 2016
Part of
Public Record

Re: Allegheny Valley Railroad Company – Temporary Trackage Rights Exemption – Norfolk Southern Railway Company;
STB Finance Docket No. 36015

Dear Ms. Brown:

Enclosed for filing in the above captioned proceeding are an original and ten copies of the Verified Notice of Exemption (the "Notice") of Allegheny Valley Railroad Company ("AVR"), pursuant to 49 C.F.R. §1180.2(d)(8). A check in the amount of $1,800 is enclosed to cover the cost of processing the Notice of Exemption.

Please acknowledge the receipt of this filing by date-stamping the enclosed acknowledgment copy and returning it to the undersigned in the self addressed, stamped envelope provided for that purpose.

Very truly yours,

RICHARD R. WILSON, P.C.

Richard R. Wilson, Esq.

FEE RECEIVED
April 21, 2016
SURFACE
TRANSPORTATION BOARD

F I L E D
April 21, 2016
SURFACE
TRANSPORTATION BOARD

RRW/bab
Enclosures
xc: Allegheny Valley Railroad Company
Norfolk Southern Railway Company

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 36015

ALLEGHENY VALLEY RAILROAD COMPANY-
TEMPORARY TRACKAGE RIGHTS EXEMPTION –
NORFOLK SOUTHERN RAILWAY COMPANY

VERIFIED NOTICE OF EXEMPTION
PURSUANT TO 49 C.F.R. §1180.2(d)(8)

Richard R. Wilson, Esq.
518 N. Center Street, Ste. 1
Ebensburg, PA 15931
Tel: (814) 419-8152
Fax: (814) 419-8256

Attorney for Allegheny Valley
Railroad Company

April 19, 2016

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 36015

ALLEGHENY VALLEY RAILROAD COMPANY-
TEMPORARY TRACKAGE RIGHTS EXEMPTION –
NORFOLK SOUTHERN RAILWAY COMPANY

VERIFIED NOTICE OF EXEMPTION
PURSUANT TO 49 C.F.R. §1180.2(d)(8)

Allegheny Valley Railroad Company (hereinafter referred to as "User" or "AVR") hereby submits this Verified Notice of Exemption, pursuant to 49 C.F.R. §1180.2(d)(8), from the prior approval and authorization requirements of 49 U.S.C.§11323 to permit it to implement temporary detour operations over approximately 3.8 miles of rail line operated and controlled by Norfolk Southern Railway Company ("NSR"). In support of this Notice of Exemption and in compliance with 49 C.F.R. §1180.4(g), AVR states the following:

49 C.F.R. §1180.6(a)(1)(i)
Description of the proposes transaction

Pursuant to negotiations between AVR and NSR, NSR has agreed to provide AVR with non-exclusive, overhead, temporary trackage rights over a portion of NSR's railroad between CP Bloom, M.P. 351.6 and CP Home, M.P. 347.8 in Pittsburgh, PA, a distance of 3.8 miles (hereinafter referred to as the "Detour Route") (see Exhibit 1 – Map) for the sole purpose of allowing AVR to operate bridge train service for a temporary period of 125 consecutive days while AVR undertakes a trestle rehabilitation

project on its Allegheny Subdivision. The rights are overhead rights only and will expire after 125 days from the commencement date. AVR will have no right to (1) set out, pickup or store cars, or switch upon the Detour Route, or any part thereof, except as necessary for handling equipment that is bad ordered en route; (2) serve any industry, team or side track now existing or constructed in the future along the Detour Route; (3) permit or admit any third party to the use of all or any portion of the Detour Route; or (4) use the Detour Route for any traffic other than that specified in the agreement or for periods of time other than those specified in the agreement .

The full name and address of the applicant carrier is:

Allegheny Valley Railroad Company
519 Cedar Way, Bldg. 1
Ste. 100
Oakmont, PA 15139

The representative of AVR authorized to receive correspondence in this matter is:

Richard R. Wilson, Esq.
518 N. Center Street, Ste. 1
Ebensburg, PA 15931
Tel: (814) 419-8152
Fax: (814) 419-8256

49 C.F.R. 1180(a)(1)(ii)
Proposed Time Schedule for Consummation

AVR service under the trackage rights that are the subject of this notice will commence on a date (the "Commencement Date") mutually agreed to in writing with NSR which shall not occur until after the effective date of the Board exemption of the trackage rights granted by NSR to AVR hereunder and after the expiration of any required labor notices.

49 C.F.R. 1180.6 (a)(1)(iii)
Purpose Sought to be Accomplished

The sole purpose for the trackage rights is to allow AVR adequate bridge train service for a temporary 125 day period during a trestle rehabilitation project.

49 C.F.R. 1180.6(a)(5)
States in Which Applicant's Property is Located

AVR operates rail property located in the Commonwealth of Pennsylvania.

49 C.F.R. 1180.6(a)(6)
Map – Exhibit 1

A map of the rail line over which AVR proposes to acquire trackage rights is attached hereto as Exhibit 1.

49 C.F.R. 1180.6(a)(7)(ii)
Agreement – Exhibit 2

A copy of the fully executed trackage rights agreement, with certain commercially sensitive information redacted, is attached as Exhibit 2. An unredacted copy of the trackage rights agreement is contemporaneously submitted to the Board under seal as Exhibit 2A.

49 C.F.R. 1180.4(g)(i)
Labor Protection

AVR anticipates that no employees will be adversely affected by this transaction but if there are adversely affected employees, Applicants are agreeable to the imposition of the standard labor protective conditions imposed by the Board pursuant to Norfolk and Western Ry. Co.--Trackage Rights--BN, 354 I.C.C. 605 (1978), as modified in Mendocino Coast Ry., Inc.--Lease and Operate, 360 I.C.C. 653 (1980), and with respect to the discontinuance of these temporary rights, imposition of conditions pursuant to Oregon Short Line RR Co. – Abandonment – Goshen, 360 I.C.C. 91 (1979).

49 C.F.R. 1180.4(g)(2)(i)
Caption Summary

In accordance with §1180.4(g)(2)(i), a caption summary suitable for publication in the Federal Register is attached to this Notice of Exemption as Exhibit 3.

49 C.F.R. 1180.4(g)(3)
Environmental and historic reporting requirements

The proposed trackage rights operations will not result in any significant changes in AVR's operations and thus environmental documentation does not need to be prepared in accordance with 49 C.F.R. §1105 (6)(c)(4). In addition, because AVR's exercise of the Detour Route rights will not have a substantial, adverse effect on the maintenance level of the Detour Route, a historic report is not required for this filing. 49 C.F.R. §1105.8(b)(3).

Respectfully submitted,

Richard R. Wilson, Esq.
518 N. Center Street, Ste. 1
Ebensburg, PA 15931

Attorney for Allegheny Valley Railroad Company

VERIFICATION

I, James Streett, President of the Allegheny Valley Railroad Company, verify under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file the foregoing document.

Executed on April 15 2016

James Streett

VERIFIED NOTICE OF EXEMPTION
PURSUANT TO 40 C.F.R. §1180.2(d)(8)

FINANCE DOCKET NO. 36015

ALLEGHENY VALLEY RAILROAD COMPANY
-TEMPORARY TRACKAGE RIGHTS EXEMPTION-
NORFOLK SOUTHERN RAILWAY COMPANY

EXHIBIT I

MAP

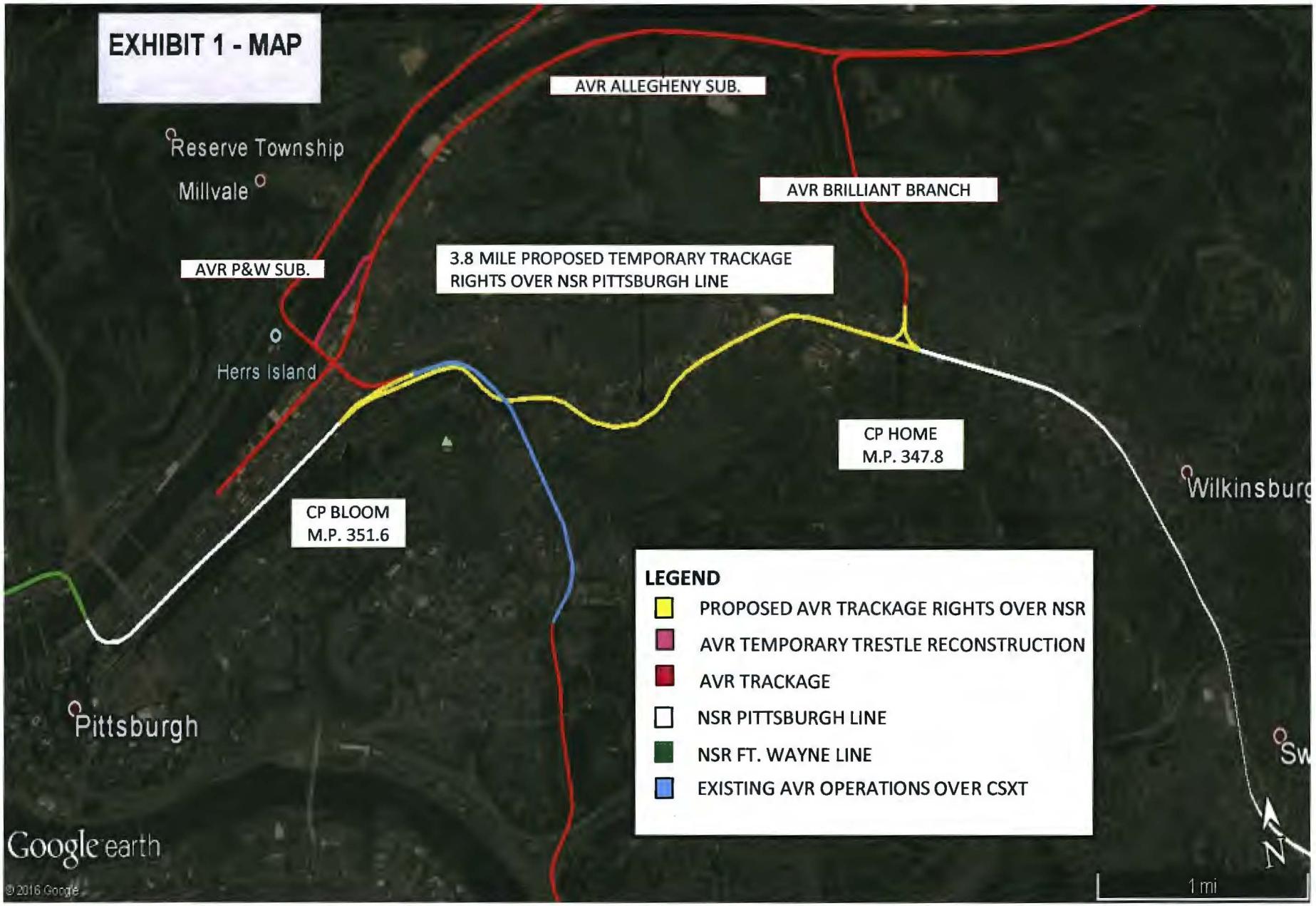
EXHIBIT 1 - MAP
AVR ALLEGHENY SUB.
Reserve Township
Millvale
AVR BRILLIANT BRANCH
AVR P&W SUB.
3.8 MILE PROPOSED TEMPORARY TRACKAGE RIGHTS OVER NSR PITTSBURGH LINE
Herrs Island
CP HOME M.P. 347.8
Wilkinsburg
CP BLOOM M.P. 351.6
LEGEND
PROPOSED AVR TRACKAGE RIGHTS OVER NSR
AVR TEMPORARY TRESTLE RECONSTRUCTION
AVR TRACKAGE
NSR PITTSBURGH LINE
NSR FT. WAYNE LINE
EXISTING AVR OPERATIONS OVER CSXT
Pittsburgh
Google earth
© 2016 Google
N
1 mi

VERIFIED NOTICE OF EXEMPTION
PURSUANT TO 40 C.F.R. §1180.2(d)(8)

FINANCE DOCKET NO. 36015

ALLEGHENY VALLEY RAILROAD COMPANY
-TEMPORARY TRACKAGE RIGHTS EXEMPTION-
NORFOLK SOUTHERN RAILWAY COMPANY

EXHIBIT 2

DETOUR TRACKAGE RIGHTS AGREEMENT
(Redacted Copy)

Norfolk Southern Corporation
Network and Service Management
1200 Peachtree Street NE
Atlanta, Georgia 30309

Randall W. Hunt
Director Joint Facilities
O: (404) 529-1813
C: (412) 807-9085
F: (757) 823-5927
e-mail: rwhunt@nscorp.com

April 08, 2016
JF #10110

James E. Streett, President
Allegheny Valley Railroad
Building 1, Suite 100
519 Cedar Way
Oakmont, PA 15139

RE: Agreement for Detour of Trains for Operating Convenience

Mr. Streett:

This letter agreement (the "Agreement") concerns Allegheny Valley Railroad Company's ("AVR") request to detour its trains via temporary trackage rights over Norfolk Southern Railway Company's ("NSR") Pittsburgh Line between CP Bloom, milepost PT 351.6+/-, and CP Home, milepost PT 347.8+/- (each, an "End Point" and the segment between the Endpoints, the "Detour Route"). The detour will take the form of AVR trains in the waybill and car hire account of AVR handled by AVR crews with AVR-leased locomotive power operating over the Detour Route (the "Convenience Detour").

NSR consents to the proposed Convenience Detour and hereby grants temporary trackage rights to AVR subject to the following terms and conditions:

1. The Convenience Detour is being granted for the sole convenience of AVR to permit AVR to perform trestle rehabilitation work on AVR's Allegheny Subdivision.

2. The Convenience Detour is granted for a period not to exceed One-Hundred-Twenty-Five (125) consecutive calendar days, commencing on the later of: i) May 15, 2016 or ii) the effective date of any required Surface Transportation Board ("STB") authorization or exemption of AVR's temporary trackage rights granted by this Agreement, but in no event commencing after July 15, 2016 (the "Detour Term").

3. During the Detour Term, AVR shall be limited to operation of One (1) train per day in each direction over the Detour Route.

4. AVR's use of the Detour Route during the Detour Term shall be for overhead/bridge movement of traffic between the End Points only, with AVR having no right to perform local service on the Detour Route whatsoever or to enter/exit the Detour Route at points other than CP Home or CP Bloom. AVR shall have no right to haul traffic in the waybill account of any other carrier over the Detour Route or to grant any third party access to the Detour Route.

5. At the direction and under the supervision of NSR's Pittsburgh Division Road Foreman of Engines, AVR shall arrange to have all necessary AVR employees qualified to operate over the Detour Route no later than seven days prior to commencement of the Detour Term. AVR shall solely bear all costs associated with qualification of AVR employees.

6. AVR shall arrange to lease a cab-signal-equipped locomotive from NSR no later than seven days prior to commencement of the Detour Term, and further agrees that no movement of trains or on-track equipment shall be permitted over the Detour Route under this Agreement without that AVR leased locomotive operating in the lead position in the direction of movement.

7. AVR must provide NSR no less than three (3) hours' advance notice prior to operation of a train over the Detour Route pursuant to this Agreement. NSR reserves the right, in its sole discretion, to decline any AVR request for operation of a train over the Detour Route pursuant to this Agreement.

8. AVR shall be responsible for and indemnify and save harmless NSR and its parent companies, subsidiaries, and affiliates, and each of their respective officers, agents, and employees (the "NSR Indemnified Parties") from and against any and all claims, demands, suits, judgments, penalties, costs, and liabilities (including environmental) for the loss of or damage to railcars or lading, the Detour Route, or any other loss, damage, injury to or death of the NSR Indemnified Parties, third parties, or their property on account of this Agreement and the operations performed hereunder.

9. INSURANCE

   (a) AVR shall procure and maintain in effect during the life of this Agreement a policy or policies of insurance covering the liability to which it is or may be subject under Section 8 hereof. Such insurance shall provide minimum limits of Twenty-Five Million Dollars ($25,000,000) per occurrence but may be subject to an annual aggregate limit of Twenty-Five Million Dollars ($25,000,000) and a per occurrence deductible not in excess of One Hundred Thousand Dollars ($100,000). Said policy or policies shall name NSR as additional insured.

   (b) If the insurance provided under this Section 9 takes the form of a Claims Made Policy, AVR agrees to purchase whatever supplemental coverage may be necessary to provide continuous coverage of its potential liability under this Agreement, with annual occurrence and annual aggregate limits no less than those required hereunder, for a period of time at least five (5) years following the termination of this Agreement. AVR further agrees to immediately give written notice to the Director Risk Management, Norfolk Southern Corporation, Three Commercial Place, Norfolk, Virginia 23510-2191, of any claim or notice of incident or notice of potential claim pertaining to this Agreement that is required to be reported to its liability insurance company.

   (c) On or before any anniversary date of this Agreement which occurs more than one (1) year after its Commencement Date, NSR may require an increase in the amount of insurance coverage required by this Section 9, or changes in the terms and conditions of the policy or policies, provided the amount of the increase does not exceed an average of Two Million Dollars ($2,000,000) for each year that this Agreement has been in effect. Further, the total insurance requirements shall not exceed Fifty-Five Million Dollars ($55,000,000) for a period of twenty (20) years from the date of this Agreement. Nothing contained in the preceding

sentence shall limit the right of either party to terminate this Agreement pursuant to Section 10.

(d) Every policy of insurance obtained by AVR pursuant to the requirements of this Section 9 shall contain provisions requiring that the insurance carriers give NSR at least thirty (30) days' notice, in writing, of any proposed policy cancellation and of any material modification of the terms and conditions of the policy. The terms and conditions of each policy of insurance obtained by AVR to satisfy the requirements of this Section 9 will be subject to the approval of NSR.

(e) Within thirty (30) days of execution of this Agreement, AVR will furnish to the above referenced Director Risk Management an accurate copy of each policy of insurance obtained pursuant to the requirements of this Agreement. Compliance with this requirement will not relieve AVR of any other obligation under this Agreement and will in no way limit or modify AVR's obligation to provide the specific insurance coverage required by this Agreement. Evidence of subsequent renewal of such insurance or of any material change must be furnished to the above referenced Risk Manager as stipulated in Subsection (b) above.

10. No later than Forty-Five (45) days after the expiration of the Detour Term, AVR shall deliver to NSR a report of all trains operated over the Detour Route during the Detour Term. AVR shall concurrently remit payment to NSR in the amount of [redacted] regardless of the number of cars or locomotives operated in the train, operated over the Detour Route during the Detour Term. For the purposes of compensation under this Section 9, any locomotive unit, with or without attached cars, shall be deemed to be a train.

11. AVR shall seek the prior approval and authorization of the STB or other regulatory authority for its acquisition and termination of the temporary trackage rights as described in this Agreement. User, at its own cost and expense, will initiate and thereafter diligently pursue such approval and authorization or an exemption therefrom. Prior to making any submission to the STB, User shall present said submission to NSR for NSR's review and approval prior to filing, which approval shall not be unreasonably withheld or delayed.

This agreement has been furnished in duplicate. If you agree to the foregoing terms and conditions of the Convenience Detour, please so indicate by signing both original copies and returning one fully executed copy of this Agreement to my attention.

Sincerely,

Randall W. Hunt

ACCEPTED BY ON BEHALF OF:
ALLEGHENY VALLEY RAILROAD COMPANY

By: James E. Streett
James E. Streett, President

Date: APRIL 12, 2016

EXHIBIT 2A

DETOUR TRACKAGE RIGHTS AGREEMENT
(unredacted copy under seal)

VERIFIED NOTICE OF EXEMPTION
PURSUANT TO 40 C.F.R. §1180.2(d)(8)

FINANCE DOCKET NO. 36015

ALLEGHENY VALLEY RAILROAD COMPANY
-TEMPORARY TRACKAGE RIGHTS EXEMPTION-
NORFOLK SOUTHERN RAILWAY COMPANY

EXHIBIT 3

FEDERAL REGISTER NOTICE

Norfolk Southern Railway Company ("NS"), pursuant to a written Trackage Rights Agreement ("Agreement"), has agreed to grant non-exclusive, temporary, overhead detour trackage rights to Allegheny Valley Railroad Railroad Company ("AVR") over NS's line of railroad between M.P. 351.6 and M.P. 347.8 in Pittsburgh, PA a distance of 3.8 miles.

The transaction may be consummated on or after the effective date of the exemption (30 days after the verified notice of exemption was filed.) The purpose of the temporary trackage rights is to allow AVR to operate bridge train service for a 125 day period during which AVR will rehabilitate a tressel on its Allegheny Subdivision.

A condition to this exemption, any employees affected by the acquisition of the temporary trackage rights will be protected by the conditions imposed in Norfolk & Western Railway – Trackage Rights – Burlington Northern, Inc., 354 I.C.C. (1978), as modified in Mendocino Coast Railway, Inc. – Lease & Operate – California Western

Railroad, 360 I.C.C. 653 (1980), and any employees affected by the discontinuance of those trackage rights will be protected by the conditions set out in Oregon Short Line Railroad – Abandonment Portion Goshen Branch Between Firth & Ammon, in Bingham & Benneville Counties, Idaho, 360 I.C.C. 91 (1979).

This notice is filed under 49 C.F.R. §1180.2(d)(8). If it contains false or misleading information, the exemption is void *ab initio*. Petitions to revoke the exemption under 49 U.S.C. §10502(d) may be filed at any time. The filing of a petition to revoke will not automatically stay the transaction. Petitions for stay must be filed no later than _____, 2016 (at least 7 days before the exemption becomes effective).

An original and 10 copies of all pleadings, referring to Docket No. 36015, must be filed with the Surface Transportation Board, 395 E. Street, S.W., Washington, DC 20423-0001. In addition, a copy of each pleading must be served on Richard R. Wilson, Esq., 518 N. Center Street, Ste. 1, Ebensburg, PA 15931, (814) 419-8152, rwilson@rrwilson.net.

Board decisions and notices are available on our website at WWW.STB.DOT.GOV.

Decided _____, ____.

By the Board, Rachel D. Campbell, Director, Office of Proceedings.

CERTIFICATE OF SERVICE

I hereby certify that I have this 19th day of April, 2016 served a copy of this Verified Notice of Exemption upon the following by first class United States Mail, postage prepaid:

Mr. James Streett, President
Allegheny Valley Railroad Company
519 Cedar Way, Bldg. 1
Ste. 100
Oakmont, PA 15139

Maquiling Parkerson, General Attorney
Norfolk Southern Corporation
Three Commercial Place
Norfolk, VA 23510

Richard R. Wilson, Esq.