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851 Twelfth Street
Oakmont, PA 15139

November 30, 2005

Hon. Vernon A. Williams, Secretary
Surface Transportation Board
1925 K Street, NW
Washington, DC 20423



Re: Docket No. 33476 – C&NC, LLC – Acquisition Exemption – Indiana Hi-Rail Corporation and Docket No. 33475 – C&NC Railroad Corporation – Lease and Operation Exemption – Lines of Norfolk and Western Railway Company and Indiana Hi-Rail Corporation

215246

215247

Dear Sir:

Enclosed for filing please find the original and ten copies of the Rebuttal Statement filed on behalf of RMW Ventures, LLC and C&NC Railroad Corporation in the above captioned proceeding. Copies of this rebuttal statement have been filed on all parties of record.

Please date stamp and return in the enclosed self addressed, stamped envelope provided for that purpose a cover sheet indicating receipt of this filing by the Board.

Respectfully submitted,

RICHARD R. WILSON, P.C.

A handwritten signature in cursive script, appearing to read "Richard R. Wilson", followed by a horizontal line.

Richard R. Wilson, Esq.
Attorney for Petitioners

RRW/bab
Enclosures

xc: C&NC Railroad Corporation
RMW Ventures, LLC

ENTERED
Office of Proceedings

DEC 1 2005

Part of
Public Record

Before the
SURFACE TRANSPORTATION BOARD



DOCKET NO: 33476

C&NC, L.L.C.- ACQUISITION EXEMPTION – INDIANA HIGH-RAIL CORPORATION

DOCKET NO: 33475

C&NC RAILROAD CORPORATION – LEASE AND OPERATION EXEMPTION – LINES
OF NORFOLK AND WESTERN RAILWAY COMPANY AND INDIANA HI RAIL
CORPORATION

**PETITION OF RMW VENTURES LLC AND C&NC RAILROAD CORPORATION
FOR EXPEDITED CONFIRMATION AND CORRECTION REGARDING RAIL
COMMON CARRIER SERVICE RIGHTS TO INTEGRITY METALS, INC.**

REBUTTAL STATEMENT OF FACTS AND ARGUMENT

ENTERED
Office of Proceedings

DEC 1 2005

Part of
Public Record

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Dated: November 30, 2005

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**PETITION OF RMW VENTURES LLC AND C&NC RAILROAD CORPORATION
FOR EXPEDITED CONFIRMATION AND CORRECTION REGARDING RAIL
COMMON CARRIER SERVICE RIGHTS TO INTEGRITY METALS, INC.**

REBUTTAL VERIFIED STATEMENT BY SPENCER N. WENDELIN

My name is Spencer N. Wendelin and I serve as the Chief Executive Officer of C&NC Railroad Company ("C&NC"). In addition, I am the Managing partner of RMW Ventures, LLC ("RMW"). I have held both positions for over nine years. My prior experience includes working for the Southern Pacific Transportation Company in various marketing, operational, accounting and real estate development capacities. I have also worked for the Pittsburgh & Lake Erie Railroad Company as a senior manager with responsibilities in marketing development and information management. I helped to start and manage marketing for Transkentucky Transportation Railroad, Inc. and Transkentucky Terminals, Inc. in 1979. In the early 1990's I was a founder and vice president of the Wheeling & Lake Erie Railroad Company. My own company, Transmark Associates, has helped other private parties start shortline and regional railroads in 18 states and two Canadian provinces. I have also performed work under subcontract for the World Bank on railroad projects in New Zealand and Argentina. In addition to executive management of C&NC, I hold similar positions for two other shortline railroads,

two warehousing companies, a heavy equipment maintenance company, a rail car equipment company and various other businesses. I hold an MBA degree with a major in transportation from Indiana University, as well as, BS and an Associate Degree in urban planning from the same university. I am also a graduate of the American Economic Development Council's Economic Development graduate level courses at Georgia Tech University and Oklahoma University.

The Whitewater Valley Railroad's ("Whitewater") primary arguments rest entirely on the following concepts:

1.) When IHRC sold the line to Whitewater, that sale was exempt from STB jurisdiction and therefore no common carrier authority or responsibility could attach to the sale.

2.) IHRC's sale of the line to Whitewater constituted an "abandonment of the line." Based on these two premises, Whitewater concludes that no common carrier authority/responsibility for the Connersville segment could have been transferred from IHRC to C&NC at C&NC's 1997 purchase of the Beeson-Connersville line and its associated rights and obligations, including the existing trackage rights agreement between Whitewater and IHRC to serve Cohen Bros.

There are several major flaws in this argument. First, IHRC was and C&NC is a switch carrier for CSXT and Conrail (until June 2000) and served as "handling line" carrier for Norfolk Southern for shipments originated or terminated on the Connersville line, including the segment servicing Cohen Bros./Integrity Metals. All of these regulated Class I common carriers hold themselves out as the line haul common carrier to serve all of IHRC's and later C&NC's stations and customers including Cohen/Integrity Metals at Connersville, Indiana. Thus, notwithstanding IHRC's §10907 election, both the assets operated and owned by IHRC as well as

the traffic handled by IHRC, as evidenced by the Class I line haul carrier tariffs, remain subject to STB regulation and to an ongoing common carrier obligation. While IHRC, as a corporate entity, elected to be exempt from certain rail regulatory provisions of Title 49 U.S. Code, that election provides no basis for concluding that the traffic handled by IHRC or the assets owned by IHRC were no longer a part of the interstate National Rail Transportation Network, and not subject to the continuing jurisdiction of the ICC and STB.

With respect to the contention by Whitewater that the IHRC sale of the Connersville segment constituted an abandonment, this appears to be bootstrapping of the first order. There are several well recognized factors which are used to determine if an abandonment, (whether authorized by the STB or affected under state law) has actually occurred. First, it should be noted that even when the ICC/STB authorizes an abandonment that does not mean the line is abandoned. The carrier must undertake certain concrete steps to consummate that abandonment authorization. Among the most prominently and widely accepted indications of abandonment consummation are the following:

1. A letter or notice of consummation filed with the ICC/STB.
2. The track has been physically severed or removed from the right of way.
3. The carrier ceases to hold itself out to perform rail service on the track in question. This is usually indicated by cancellation of applicable tariff items and/or removal of applicable references in the Open and Prepaid Station List and cancellation of applicable contracts associated with the provision of service to customers on the line.

If Cohen Bros. was no longer served by a common carrier railroad, a note to that effect would have been required in the Open and Prepay Station List explaining Cohen's unique status. No such note was ever published by IHRC, Conrail, CSXT or NS in that tariff publication.

Moreover, the railroad track on this line was never removed or disconnected from the IHRC line at the time of IHRC's 1989 sale to Whitewater nor at any time subsequent to that sale. In fact, just the opposite occurred. IHRC and Whitewater instead made arrangements to continue common carrier service to the Cohen Bros./ Integrity Metals facility, holding out to provide such service through the normal variety of tariffs and circulars.(See Exhibit A – 1995 ICC OPSP-6000-P). They first signed a service agreement, which makes no mention of the service being non common carrier. Moreover, the sales agreement between IHRC and Whitewater utilizes the word "property" instead of track or rail line. The sale document itself clearly did not contemplate that it would in any way terminate rail freight service then existing and subsequently continued over the line. Thus, there is no basis for the contention by Whitewater that the Connersville segment was abandoned by IHRC prior to or contemporaneously with the 1989 sale nor has any evidence been provided which would support the conclusion that an abandonment of the line has subsequently occurred.

Moreover, as fully explained by our counsel in his legal argument, the fact remains that upon acquisition of the Connersville line and related operating rights by C&NC and RMW, all subsequent operations on the Connersville line and segment were subjected to STB jurisdiction as a regulated common carrier and CSXT, Conrail and NS continued throughout the entire period of IHRC's and C&NC's operation ownership of this rail line to hold themselves out as providing regulated common carrier rail freight service to and from Connersville and all customers at that station served by IHRC/C&NC.

By way of further confirmation that the Cohen Bros. trackage agreement was specifically included within the C&NC acquisition transaction, I have attached correspondence and court filings with respect to the RMW/C&NC acquisition transaction in 1997. (Exhibit B) They

clearly indicate that as part of the acquisition transaction, RMW acquired “all associated agreements between IHRC and/or other railroads or other third parties which were referred to as “the operating agreements”. Examples of operating agreements were specifically defined to include, but not be limited to, interchange agreements, joint facility agreements, trackage agreements, and other documents enumerated on Page 2 of the May 19, 1997 letter from myself to Mr. R. Franklin Unger, Trustee-Indiana Hi-Rail Corporation. The Whitewater trackage rights agreement for Cohen Bros. is specifically referenced in the November 5, 1997 letter from our attorney, Leonard Opperman, to Mr. Unger requesting that it be assigned to C&NC by an appropriate assignment agreement.

I also note that Whitewater has characterized the traffic destined to Cohen Bros./Integrity Metals as intermittent. To set the record straight, I have compiled the total annual car loads handled over the Connersville segment for Cohen Bros. from 1992 to 1999.

<u>1992</u>	<u>1993</u>	<u>1994</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>
68	180	164	138	73	32	18	9

On several occasions since 1999, we have discussed resumption of rail operations with Cohen Bros./Integrity Metals. However, on those occasions, representatives of Whitewater interfered with our commercial discussions and expressed to Integrity Metals their objections to resumption of freight service by C&NC. Accordingly, based on this experience, we have declined to discuss specific traffic volumes with Whitewater representatives but this resumption of rail service which is now projected would involved several hundred car loads per year and would represent significant freight revenues to C&NC, as well as, a transportation service vital to Integrity Metals.

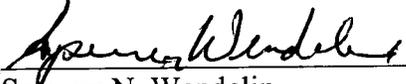
Finally, C&NC and RMW are not unmindful of the FRA regulatory issues with which Whitewater is confronted. These issues are, however, not of our making. They exist because IHRC and Whitewater failed to properly address the common carrier status of rail freight service to Cohen Bros. when the Connersville segment was sold in 1989. As the Board is well aware, IHRC played fast and loose with numerous regulatory issues and this situation is but another part of that unfortunate legacy. Nonetheless, C&NC has offered and stands ready to assist Whitewater in seeking waivers from the FRA or in qualifying its personnel, equipment or track under FRA safety regulations.

Accordingly, RMW and C&NC ask the Board to confirm C&NC's rights to provide common carrier freight service over the track of Whitewater to serve Integrity Metals at Connersville, Indiana.

VERIFICATION

I, Spencer N. Wendelin, under penalty of perjury state that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file the foregoing Verified Statement.

Executed on 11 - 30, 2005.



Spencer N. Wendelin

OFFICIAL RAILROAD STATION LIST

ISSUED
MARCH 1, 1995

EFFECTIVE
MARCH 15, 1995

ICC OPSL 6000-P
(Cancels ICC OPSL 6000-O
and ICC NRB 6000-H)

See notice, page 2.

Now includes National Rate Basis and Centralized Station Master Data

- ◆ A complete list of over 40,000 rail freight stations on more than 550 carriers in the U.S., Canada and Mexico
- ◆ Official Rate Basis Points
- ◆ Official Centralized Station Master Data
- ◆ Rating ZIP Codes
- ◆ Intermodal facilities
- ◆ Junction Rule 260 and interchange points
- ◆ Standard Point Location Codes
- ◆ Freight Station Accounting Codes
- ◆ Freight handling facilities and restrictions

This tariff is also applicable to intrastate traffic, except where expressly provided to the contrary.

See page 2 for Notices and State Commissions.

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(IEB)

GEOGRAPHICAL SECTION

(INRD)

INDIANA HARBOR BELT RAILROAD COMPANY CONTINUED			INDIANA HI-RAIL CORPORATION CONTINUED			INDIANA HI-RAIL CORPORATION CONTINUED		
PSAC NO.	OPSL NO.	STATION	PSAC NO.	OPSL NO.	STATION	PSAC NO.	OPSL NO.	STATION
160		Chicago <49th & Boyne Ave> (Cook) (1-997-3325).....IL	21059	21059	Calhoun (Richland) (1-298-3100).....IL	34008	34008	Maple Grove (Seneca) (1-298-3100-5500).....OH
165		Chicago <Morgan St> (Cook) (1-997-3325).....IL	21066	21066	Olney (Richland) (1-298-3100).....IL	34016	34016	Millersville (Sandusky) (1-298-3100).....OH
166		Chicago (Cook) (1-997-3325).....IL	21073	21073	Dundas (Richland) (1-298-3100).....IL	34021	34021	Gibsonburg (Sandusky) (1-298-3100).....OH
GARY LINE			21074	21074	West Liberty (Jasper) (1-298-3100).....IL	34024	34024	Woodville (Sandusky) (1-298-3100).....OH
CONNECTS AT NO 20			21079	21079	Boos (Jasper) (1-298-3100).....IL	INDIANA NORTHEASTERN RAILROAD COMPANY, INC.		
170		Ivanhoe (Lake) (1-3325).....IN	21084	21084	Newton (Jasper) (1-298-3100-5500).....IL	60900	60900	Allen (Hillsdale) (1-3100).....MI
175		West Gary (Lake) (1-3325).....IN	22001	22001	KENTUCKY DISTRICT			
180		Tollaston (Lake) (1-3325).....IN	22007	22007	Henderson (Henderson) (1-298-3100-5500).....KY	60901	60901	Angola (Steuben) (1-3100).....IN
185		Gary (Lake) (1-1195-3325).....IN	23011	23011	West Henderson (Henderson) (1-298-3100).....KY	60902	60902	Ashley Hudson (Steuben) (1-3100).....IN
190		Millers (Lake) (6-5500).....IN	23025	23025	P & O DISTRICT			
SOUTH CHICAGO AND SOUTHERN BRANCH			23011	23011	Cynthiana (Posey) (1-298-3100).....IN	60905	60905	Edon (Williams) (1-3100).....OH
27	225	Calumet City (Cook) (1-997-3325).....IL	23025	23025	Gowansville (Gibson) (1-298-3100).....IN	60906	60906	Frement (Steuben) (1-3100).....IN
231		Chicago <Hegewisch> (Cook) (1-997-3325).....IL	27009	27009	BUNTINGBURG DISTRICT			
CONNECTS AT NO 234			27016	27016	Chrane (Spencer) (1-298-3100).....IN	60907	60907	Hamilton (Steuben) (1-3100).....IN
CALUMET RIVER BRANCH			28083	28083	Rockport (Spencer) (1-298-3100).....IN	60908	60908	Hillsdale (Hillsdale) (1-3100).....MI
29	232	South Chicago <East Side> (Cook) (1-997-3325-5500).....IL	29003	29003	Lincoln City (Spencer) (1-298-3100).....IN	60909	60909	Jonesville (Hillsdale) (1-3100).....MI
CONNECTS AT NO 234			31009	31009	Santa Claus (Spencer) (1-298-3100).....IN	60910	60910	Litchfield (Hillsdale) (1-3100).....MI
CALUMET WESTERN BRANCH			31016	31016	MAUMEE DISTRICT			
234		Chicago <Calumet Western Jet> (Cook) (1-997-3325-5500).....IL	31024	31024	Woodburn (Allen) (1-298-3100-5500).....IN	60914	60914	Quincy (Branch) (1-3100).....MI
31	235	Irondale (Cook) (1-997-3325-5500).....IL	31037	31037	Antwerp (Paulding) (1-298-3100).....OH	60915	60915	Ray (Steuben) (1-3100).....IN
CONNECTS AT NO 234			31042	31042	Cecil (Paulding) (1-298-3100).....OH	60916	60916	Reading (Hillsdale) (1-3100).....MI
WHITING BRANCH			31046	31046	Defiance (Defiance) (1-298-3100-5500).....OH	60917	60917	Steubenville (Steuben) (1-3100).....IN
250		Burnham (Cook) (1-997-3325-5500).....IL	31051	31051	Jewel (Defiance) (1-298-3100).....OH	65301	65301	Bellmer (Steuben) (1-3100).....IN
255		Wolf Lake (1-997-3325).....IN	31057	31057	Okolona (Henry) (1-298-3100).....OH	65302	65302	South Milford (Lagrange) (1-3100).....IN
SHEFFIELD AND ROBY BRANCH			32097	32097	Napoleon (Henry) (1-298-3100).....OH	INDIANA RAIL ROAD COMPANY		
275		Shedfield (Lake) (1-997-3325).....IN	32108	32108	Liberty Center (Henry) (1-298-3100).....OH	10010	10010	Indianapolis (Marion) (1-3100-5500).....IN
21	280	Roby (Lake) (1-997-3325).....IN	33001	33001	ROCHESTER DISTRICT			
CONNECTS AT NO 235			33010	33010	Rochester (Fulton) (1-298-3100).....IN	10050	10050	Lenore (Marion) (1-3100).....IN
KENSINGTON BRANCH			33017	33017	Argos (Marshall) (1-298-3100-5500).....IN	10170	10170	Bargersville (Johnson) (1-3100).....IN
285		Kensington (Cook) (1-997-3325).....IL	33025	33025	ST MARYS DISTRICT			
CONNECTS AT NO 225			33029	33029	Marion (Grant) (1-298-3100-5500).....IN	10300	10300	Morgantown (Morgan) (1-3100).....IN
INDIANA HI-RAIL CORPORATION			33031	33031	Van Buren (Grant) (1-298-3100).....IN	10390	10390	Helmsburg (Brown) (1-3100).....IN
11001	11001	Connersville (Fayette) (1-298-3100-5500).....IN	33036	33036	Warren (Buntington) (1-298-3100).....IN	10500	10500	Unionville (Monroe) (1-3100).....IN
11006	11006	Beesons (Wayne) (26-298-3100).....IN	33044	33044	Liberty Center (Wells) (1-298-3100).....IN	10560	10560	Bloomington (Monroe) (1-3100-5500).....IN
11014	11014	Cambridge City (Wayne) (1-298-3100).....IN	33054	33054	Buckeye (Buntington) (1-298-3100).....IN	10610	10610	Kirby (Monroe) (1-3100).....IN
11026	11026	New Castle (Henry) (1-298-3100-5500).....IN	33064	33064	Bluffton (Wells) (1-298-3100).....IN	10830	10830	Bloomfield (Greene) (1-3100).....IN
EVANSVILLE DISTRICT			33070	33070	Craigsville (Wells) (1-298-3100).....IN	10890	10890	Switz City (Greene) (1-3100-5500).....IN
21001	21001	Evansville (Vanderburgh) (1-298-3100-5500).....IN	34001	34001	Decatur (Adams) (1-298-3100).....IN	10950	10950	Linton (Greene) (1-3100-5500).....IN
21016	21016	Poseyville (Posey) (1-298-3100).....IN	OLNEY DISTRICT			11010	11010	Dugger (Sullivan) (1-3100).....IN
21025	21025	Griffin (Posey) (1-298-3100).....IN	33064	33064	Bone Gap (Edwards) (1-298-3100).....IL	11030	11030	Cass (Sullivan) (1-3100).....IN
21031	21031	Grayville (Wabash) (1-298-3100).....IL	33070	33070	West Salem (Edwards) (1-298-3100).....IL	11090	11090	Sullivan (Sullivan) (26-5500).....IN
21040	21040	Browns (Edwards) (1-298-3100).....IL	34001	34001	Parkersburg (Richland) (1-298-3100).....IL	11095	11095	Merom Sta (Sullivan) (1-3100).....IN
21044	21044	Bone Gap (Edwards) (1-298-3100).....IL	TIFFIN DISTRICT			41140	41140	New Lebanon (Sullivan) (1-3100).....IN
21049	21049	West Salem (Edwards) (1-298-3100).....IL	34001	34001	Tiffin (Seneca) (1-298-3100-5500).....OH	41190	41190	Emerc (Sullivan) (1-3100).....IN
21055	21055	Parkersburg (Richland) (1-298-3100).....IL	SEE LAST PAGE FOR EXPLANATION OF REFERENCE MARKS.			41200	41200	Riverton (1-3100).....IN
						41230	41230	Palestine (Crawford) (1-3100).....IL
						41270	41270	Gordons (Crawford) (1-3100).....IL

6000-7

EXPLANATION OF NOTES

249-Continued.

(This note published at the request of the Norfolk Southern Railway Company).

251-No rail facilities. Freight handled by truck from and to Collingwood, ON, Station No. 12550. (CN)

254-Account track conditions, hazardous materials cannot be handled on ATSF to or from Midwest City, OK with the exception of combustible liquids. (ATSP)

257-Special loading ramp for scrap iron and pipe. (CR)

259-Team Track facilities.

261-Facility for loading and unloading from multi-level auto racks. (CR) (SRY)

262-Shipment from, to or via stations making reference hereto which require carfloat service are subject to limited carrier liability of \$250,000.00 per shipment and provisions of Tariff ICC NYCH 9001. Contact NYCH (Telephone 212-788-3690) for instructions on shipments exceeding liability stated herein. (NYCH)

265-Distances shown in connection with stations referring to this note are shown only for purpose of identifying station and may not be used in determining rates or charges. For distances to be used in figuring mileages from or to stations referring to this note see Distance Tariff ICC BN 6003-Series. (BN)

270-BLE serves the following companies located at McKeesport, PA on the MKC through absorption of URR and MKC switching charges, as provided in Tariff ICC BLE 8425-Series and ICC BLE 8430-Series:

Camp Hill Corporation.
Dravo Corporation (Aggregates Division)

272-Urbana, IL is not a station on the IC; however, J. W. Jones Company, 2611 N. Lincoln Avenue, Urbana, IL, is on the IC within the Champaign, IL switching district closed to reciprocal switching. (IC)

274-This station not physically served by the TPW, but is served through a switching arrangement under which the WSRV has all common carrier rail service obligations on WSRV's line between Logansport, Kokomo and Winamac, IN and the CERA has all common carrier rail service obligations between Kokomo, IN and this station. (TPW)

286-Freight can be handled only when to or from the following firms or industries: (CPRS)

City of Minneapolis Water Treating Plant.
FMC Corporation, Northern Ordnance Plant.

292-Shown only for the purpose of determining distance-no facilities for handling freight.

297-This station, although physically served by the Indiana Hi-Rail Corporation, is an Illinois Central Railroad Company station for rate making purposes on traffic moving to or from this station only, pursuant to the authorization of the Indiana Hi-Rail Corporation. (IC)

298-This station is open to connections of IHRC for direct rate making purposes on all commodities provided that the connecting railroad absorbs, in whole or in part, the switching charges of the IHRC as published in Freight Tariff ICC IHRC 8000-Series. (IHRC)

302-This station, although physically served by the Eastern Illinois Railroad Company, is an Illinois Central Railroad Company station for rate making purposes on traffic moving to or from this station only, pursuant to the authorization of the Eastern Illinois Railroad Company. (IC)

303-Service between Chicago, IL, and Detroit, MI, will be provided over the tracks of the CSX Transportation, Inc. No facilities for handling carload or less than carload freight except for interchange with CPRS. (CPRS)

305-Junction point with the Union Pacific Railroad Company at which carload freight can be interchanged without transfer of Lading. (AL)

310-Only road haul traffic will be interchanged at Detroit (Dearborn Sta), MI. (GTW)

312-Shipment to or from this station will be handled only when interchanged with CSXT at Humboldt, TN. (WTNN)

313-Facilities for transferring railway cars to and from car barge only. (JGS)

315-Charges of Southern Railroad Company of New Jersey published in ICC SRNJ 8000-SFLR Series are in addition to the line haul rates published from or to Tuckahoe, NJ and Winslow Jct, NJ. Shipments consigned to this station will be withheld from placement or delivery until proportional, switching and/or terminal charges published as accruing solely to Southern Railroad Company of New Jersey are paid or proper credit arrangements are made. Shipments originating at this station and moving collect to stations not on Southern Railroad Company of New Jersey will not be accepted until proportional, switching and/or terminal charges published as accruing solely to Southern Railroad Company of New Jersey are paid or proper credit arrangements are made. (SRNJ)

317-Traffic moved at the convenience of the Railway Company. (CN)

318-Not regular ports of call. Special arrangements must be made for steamers to call at these ports. (CN)

320-Trois Rivières is a station on Canadian National Railway (CN), however, access is through interswitching via CP Rail. Traffic originating or terminating at Trois Rivières can be handled by CN providing traffic is billed from or to Shawinigan, PQ (CN Station 22320), and this waybill is referenced for delivery from or to Trois Rivières, PQ. (CN)

322-Railway Track Scales.

327-Camp Atterbury unable to ship or receive ammunition and/or other commodities requiring a side ramp to load or unload. (CR)

328-This station not physically served by the TPW, but is served through a switching arrangement under which the WSRV has all common carrier rail service obligations on WSRV's line between Logansport, IN and this station. (TPW)

335-This station retained for billing or accounting purposes only. (ATSP)

337-Team track and public delivery area.

338-TOFC or COFC service only. No facilities for handling carload freight. Railroad must be contacted to determine extent to which rates and service are available.

339-TOFC service only. No facilities for handling carload freight. Railroad must be contacted to determine extent to which rates and service are available.

341-Applicable only on TOFC, intermodal or carload shipments consigned to the following industries: (BN)
BN Rail Plant.
C&L Unloading Company.

345-Eames, MI is the location of the General Motors-Buick-Oldsmobile-Cadillac Group (BOC) (Formerly GMAD Orion Township Assembly Plant). (GTW)

346-Missouri Pacific provides a facility known as the Beeman Street Intermodal Bulk Terminal, located at 4800 Beeman Street, Dallas, TX, for the delivery and receipt of carload freight by Missouri Pacific. Transloading service between rail and truck is not provided by Missouri Pacific at that terminal, but may be arranged between shipper or consignee and authorized commercial transloader, acting as independent contractor. Such transloading must be performed following delivery by Missouri Pacific on inbound rail

OFFICIAL RAILROAD STATION LIST™

ISSUED
MARCH 1, 1999

EFFECTIVE
MARCH 15, 1999

OPSL™ 6000-F
(Cancels OPSL 6000-S)

Includes National Rate Basis™ and Centralized Station Master Data

- ◆ A complete list of over 40,000 rail freight stations on more than 600 carriers in the U.S., Canada and Mexico
- ◆ Official Rate Basis Points
- ◆ Official Centralized Station Master Data
- ◆ Rating ZIP Codes
- ◆ Intermodal facilities
- ◆ Junction Rule 260 and interchange points
- ◆ Standard Point Location Codes
- ◆ Freight Station Accounting Codes
- ◆ Freight handling facilities and restrictions

K. Eric Wolfe
Issuing Officer

Stephen R. Rendleman
Alternate Issuing Officer

7001 Weston Parkway
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Cary, NC 27513

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1-800-421-4936

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RAILING

STATION	COUNTY	RULE 260	RR	OPSL	FSAC	SPLC	NATIONAL RATE BASIS	EFFECTIVE DATE	RATE ZIP
Brookville (1-3100)	[Franklin]		IORY	25	25	371740	Lawrenceburg, IN	04/05/1998	47012
*Brownsburg (1-22-41-3704)	[Bendricks]		CR	15409	15409	368914	Indianapolis, IN	03/15/1999	46112
*Brownstown (1-3489)	[Jackson]		CSXT	43580	71872	375150	Columbus, IN	03/15/1999	47220
Buck Creek	[Tippecanoe]		NS	15615	23225	369116	Lafayette, IN	03/15/1999	47924
Buckeye (3700)	[Buntington]		NS	72955	65268	365176	Bluffton, IN	03/15/1999	46792
Buckeye (1-297-3100-3700)	[Euntington]		WBCR	421	421	365176	No Rate Basis	12/19/1997	46792
Buffington (1-22-3100)	[Lake]		EJE	345	76	363320	Chicago, IL	08/22/1997	60607
Bunker Hill (1-3100)	[Miami]		CERA	20123	20123	365566	No Rate Basis	08/22/1997	46914
Bunker Hill (3156)	[Miami]		CIND	62123	62123	365566	No Rate Basis	08/22/1997	46914
Bunker Hill (274-600)	[Miami]		TPW	1485	20123	365566	Logansport, IN	08/22/1997	46914
Burket	[Kosciusko]		NS	10560	10415	362692	Silver Lake, IN	03/15/1999	46508
Burnettsville (1-600-3114)	[White]		TPW	13	64755	366432	Logansport, IN	08/22/1997	47926
*Burns Harbor (1-22-41-3704)	[Porter]		BRNHB	CR 15629	15629	363216	Chicago, IL	03/15/1999	46304
*Burns Harbor (1-3100)	[Porter]		BRNHB	CSS 53	53	363216	Chicago, IL	08/22/1997	46304
*Burns Harbor (1-3325)	[Porter]		BRNHB	TBB 1	1	363216	No Rate Basis	08/22/1997	46368
Burr Oak	[Noble]		NS	10590	10440	361585	Hinbard, IN	03/15/1999	46701
*Butler (1-22-41-3704)	[De Kalb]		CR	15600	15600	361433	South Milford, IN	03/15/1999	46721
Butler (1-22-3489)	[De Kalb]		CSXT	42200	71680	361433	South Milford, IN	03/15/1999	46721
Butler	[De Kalb]		NS	14775	23510	361433	South Milford, IN	03/15/1999	46721
*Butlerville (1-3489)	[Jennings]		CSXT	43790	71863	374446	North Vernon, IN	03/15/1999	47223
C									
Caborn (1-3489)	[Posey]		CSXT	21020	40331	379968	Lippe, IN	03/15/1999	47620
Cambridge City (1-294-3100-3700)	[Wayne]		CNUR	214	214	367575	No Rate Basis	12/19/1997	47327
Cambridge City (3700)	[Wayne]		CAMCY	NS 72305	65251	367575	Richmond, IN	03/15/1999	47327
*Camby (1-22-41-3704)	[Marion]		CR	8639	8639	368895	Indianapolis, IN	03/15/1999	46113
Camby (1-3126-3495)	[Marion]		CAMBY	ISRR 8639	8639	368895	Indianapolis, IN	06/25/1998	46113
Camby (3700)	[Marion]		CAMBY	NS 73044	65652	368895	Indianapolis, IN	03/15/1999	46113
Camden (3156)	[Carroll]		CIND	73131	73131	366647	No Rate Basis	08/22/1997	46917
*Camden (1-22-41-3704)	[Carroll]		CR	8624	8624	366647	Logansport, IN	03/15/1999	46917
Camden (3700)	[Carroll]		NS	73966	65862	366647	Logansport, IN	03/15/1999	46917
Camden (328-600)	[Carroll]		TPW	1595	90131	366647	Logansport, IN	08/22/1997	46917
Camden (1-3368)	[Carroll]		WSRY	90131	90131	366647	No Rate Basis	08/22/1997	46917
*Camden	[Delaware]		NS	10930	11180	367362	Muncie, IN	03/15/1999	47302
*Campbells (1-22-41-3704)	[Morgan]		CR	8649	8649	372440	Greencastle, IN	03/15/1999	46151
Campbells (1-3126-3495)	[Morgan]		ISRR	8649	8649	372440	Greencastle, IN	08/22/1997	46116
Campbells (3700)	[Morgan]		CMPBI	NS 73046	65653	372440	Greencastle, IN	03/15/1999	46750
Campbellsburg (1-3489)	[Washington]		CSXT	24320	40889	375765	Mitchell, IN	03/15/1999	47108
*Cannelton (1-22-3489)	[Davies]		CSXT	43595	71899	376553	Washington, IN	03/15/1999	47519
Cannelton (1-413-640-3100)	[Perry]		HOS	130	130	377890	Cannelton, IN	08/22/1997	47520
Cannelton (3700)	[Perry]		NS	72295	61854	377890	Cannelton, IN	03/15/1999	47520
Carlisle (1-3489)	[Sullivan]		CSXT	21006.68	40922	373995	Washington, IN	03/15/1999	47838
Carroll	[Gibson]		NS	47407	50298	379164	Olney, IL	03/15/1999	47665
Casad Ordnance Depot	[Allen]		NS	10507	10361	361769	Ft Wayne, IN	03/15/1999	46774
Cass (1-3100)	[Sullivan]		INRD	11030	11030	373962	Sullivan, IN	08/22/1997	47882
Cassville (1-3100)	[Howard]		CERA	20051	20051	365922	No Rate Basis	08/22/1997	46901
Cassville (3156)	[Howard]		CIND	62051	60251	365922	No Rate Basis	08/22/1997	46901
Cassville (274-600)	[Howard]		TPW	1470	20051	365922	Logansport, IN	08/22/1997	46901
Cavanaugh (1-3100)	[Lake]		EJE	280	69	363364	Chicago, IL	08/22/1997	60607
Cayuga (1-3489)	[Vermillion]		CSXT	21007.52	40944	369932	Crawfordsville, IN	03/15/1999	47928
Cedar Grove (1-3100)	[Franklin]		IORY	20	20	371773	Lawrenceburg, IN	04/05/1998	47016
Cedar Lake (22-3489)	[Lake]		CSXT	24055	40805	363576	Malden, IN	03/15/1999	46303
Chalmers (1-3489)	[White]		CSXT	24125	40838	366476	Monon, IN	03/15/1999	47929
Chandler	[Warrick]		NS	47800	50445	378875	Lippe, IN	03/15/1999	47610
*Charlestown (1-22-41-3704)	[Clark]		CBTOW	CR 8582	8582	375652	Louisville, KY	03/15/1999	47111
*Charlestown (1-22-3489)	[Clark]		CBTOW	CSXT 43760	72030	375652	Speed, IN	03/15/1999	47111
Charlestown (1-3368)	[Clark]		LIRC	8582	8582	375652	Speed, IN	08/22/1997	47111
Chase (1-3100)	[Benton]		RBSR	563	563	366873	No Rate Basis	08/22/1997	47921
Chase (3700)	[Benton]		NS	73094.76	65937	366873	Sheldon, IL	03/15/1999	47401
Cherry Grove (1-3489)	[Montgomery]		CSXT	24170	40847	369416	Lafayette, IN	03/15/1999	47933
*Chinook (1-22-3489)	[Vigo]		CSXT	21009.92	40956	373435	Terre Haute, IN	03/15/1999	47808
Chrisney	[Spencer]		NS	47745	50419	378666	Cannelton, IN	03/15/1999	47611
*Clarke (26-41-3704)	[Lake]		CR	7397	7397	363365	Chicago, IL	03/15/1999	46401
Clarke (1-1028-3100)	[Lake]		CLARK	EJE 370	72	363365	Chicago, IL	08/22/1997	60607
Clarke (26)	[Lake]		CLARK	NS 14588	22354	363365	Chicago, IL	03/15/1999	46401
Clarke Jct (26)	[Lake]		CLAJC	NS 14590	22359	363367	Chicago, IL	03/15/1999	46401
Clarksville (1-3368)	[Clark]		LIRC	8580	78580	375687	Louisville, KY	08/22/1997	47129
Claypool	[Kosciusko]		CLAY	NS 10555	10410	362686	Silver Lake, IN	03/15/1999	46510
Clinton (1-3489)	[Vermillion]		CSXT	21007.20	40936	369995	Terre Haute, IN	03/15/1999	47842
Cloverdale (1-3489)	[Putnam]		CSXT	24220	40857	369689	Greencastle, IN	03/15/1999	46220
Clymers (3156)	[Cass]		CIND	73053	73053	366276	No Rate Basis	08/22/1997	46947
*Clymers (1-22-41-3704)	[Cass]		CR	8628	8628	366276	Logansport, IN	03/15/1999	46947
Clymers	[Cass]		CLYMR	NS 14990	23200	366276	Logansport, IN	03/15/1999	46947
Clymers (328-600)	[Cass]		TPW	1590	90053	366276	Logansport, IN	08/22/1997	46947
Clymers (1-3368)	[Cass]		WSRY	90053	90053	366276	No Rate Basis	08/22/1997	46947
Clymers (WSRY) (3700)	[Cass]		NS	73964	65852	366276	Logansport, IN	03/15/1999	46947
Coalmont (2542)	[Clay]		CPRS	8212	225	373297	Sullivan, IN	10/09/1997	47845
*Cocharn (1-3489)	[Dearborn]		CSXT	43845	71850	374193	Lawrenceburg, IN	03/15/1999	47001
*Colburn	[Tippecanoe]		NS	15010	23221	369114	Lafayette, IN	03/15/1999	47931
*Cold Springs	[Dearborn]		CSXT	43835	71852	374185	Lawrenceburg, IN	03/15/1999	47032
*College Corner (1-3489)	[Union]		CSXT	45320.35	75107	371176	Richmond, IN	03/15/1999	45003
*Columbia City	[Whitley]		NS	10740	14124	361950	Ft Wayne, IN	03/15/1999	46725
*Columbus (1-41-150-3704)	[Bartholomew]		COLUM	CR 78485	78485	372650	Columbus, IN	03/15/1999	47201
Columbus (1-3368)	[Bartholomew]		COLUM	LIRC 8485	78485	372650	Columbus, IN	08/22/1997	47202
Connersville (3188)	[Fayette]		AMTK	51025	51025	371340	No Rate Basis	07/01/1997	47331
*Connersville (1-294-3100-3700)	[Fayette]		CNRVL	CNUR 1	1	371340	Richmond, IN	12/19/1997	47331
*Connersville (1-3489)	[Fayette]		CNRVL	CSXT 45345	75112	371340	Richmond, IN	03/15/1999	47331
Connersville (3700)	[Fayette]		CNRVL	NS 72320	65254	371340	Richmond, IN	03/15/1999	47331
Converse (1-3100)	[Miami]		CERA	40124	40124	365578	No Rate Basis	08/22/1997	46919
Converse (3156)	[Miami]		CIND	64124	64124	365578	No Rate Basis	08/22/1997	46919

SEE LAST PAGE FOR EXPLANATION OF REFERENCE MARKS.

6000-T

(BNSF)

GEOGRAPHICAL

(CWR)

BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, THE (BNSF - 777) CONTINUED				BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, THE (BNSF - 777) CONTINUED				CALIFORNIA NORTHERN RAILROAD COMPANY (CPNR - 346)			
FSAC	OPSL	TYPE	STATION	FSAC	OPSL	TYPE	STATION	FSAC	OPSL	TYPE	STATION
17572	66320		*Ducor.....CA	54915	67525		*EBurden.....KS	15200	695	OR	Tracy.....CA
17575	66325		*Vestal.....CA	54920	67530		*ECambridge.....KS	5546	3210	OR	Tehama.....CA
17578	66330		*Richgrove.....CA	54925	67540		*EGrand Summit.....KS	10200	6870	OR	Suisun Fairfield....CA
17581	66335		*Trocha.....CA	54930	67545		*EGrenola.....KS	10214	6885	OR	Busch.....CA
17584	66340		*Jovista.....CA	54935	67550		*EMoline.....KS	10218	6890	OR	Thomasson.....CA
17587	66345		*Quality.....CA	54940	67555		*EElk Falls.....KS	10222	6895	OR	Cordelia.....CA
17590	66350		*Jasmin.....CA	54945	67560		*ELongton.....KS	10226	6897	OR	Creston.....CA
17593	66355		*Zentner.....CA	54950	67575		*EBurton.....KS	10230	6900	OR	Napa Jct.....CA
17596	66360		*Hollis.....CA	54950	67585		*EBenedict.....KS	10235	6910	OR	Floresden.....CA
17599	66365		*Calico.....CA	54960	67595		*EFreest.....KS	10245	6915	OR	Vallejo.....CA
17602	66370		*Famoso.....CA	54985	67595		*EViilas.....KS	10260	6932	OR	Rocktram.....CA
17606	66373		*Slater.....CA	61500	67600		*ECoffeyville.....KS	10290	7068	OR	Lombard.....CA
17605	66376		*Cawelo.....CA	61475	67605		*EAvian.....KS	10305	7090	OR	Schellville.....CA
17607	66379		*Lerdo.....CA	61470	67610		*ELiberty.....KS	10100	7355	OR	Davis.....CA
17608	66382		*Saco.....CA	61460	67615		*EMorehead.....KS	5710	7360	OR	Merritt.....CA
17390	66383		*Landco.....CA	61455	67620		*EThayer.....KS	5700	7370	OR	Woodland.....CA
16458	66388		*Sigby.....CA	61400	67625		*EChamute.....KS	5705	7380	OR	Sugarfield.....CA
16454	66392		*Loma.....CA	61385	67628		*EBumboldt.....KS	5690	7570	OR	Yolo.....CA
16450	66395		*Tulare.....CA	61380	67630		*EYonkers.....KS	5680	7575	OR	Dufour.....CA
17630	66400		Goshen Jct.....CA	61660	67650		*EYonkers.....KS	5675	7585	OR	Zamora.....CA
17636	66410		Armona.....CA	61650	67655		*EYonkers.....KS	5670	7595	OR	Dunnigan.....CA
17638	66415		Elmoore.....CA	61640	67660		*ECollinsville.....OK	5665	7600	OR	Adams.....CA
17640	66420		ECimarron.....CA	61630	67665		*EYonkers.....OK	5660	7605	OR	Barrington.....CA
17643	66425		ERossi.....CA	61620	67670		*ERamona.....OK	5568	7690	OR	Hamilton.....CA
17649	66435		EVanquard.....CA	61600	67675		*EChelata.....OK	5622	7710	OR	Arbuckle.....CA
17652	66440		EWesthaven.....CA	61570	67680		*EBartlesville.....OK	5618	7715	OR	Genevra.....CA
17655	66445		EBuron.....CA	61560	67685		*EDewey.....OK	5614	7725	OR	Williams.....CA
17658	66450		*Cameo.....CA	61540	67690		*ECopan.....OK	5610	7730	OR	Delphos.....CA
17661	66453		*Cincotta.....CA	61530	67695		*ECaney.....KS	5606	7735	OR	Cortena.....CA
17664	66455		*Bartonette.....CA	61519	67699		*EBolton.....KS	5602	7740	OR	Maxwell.....CA
17667	66457		*Las Palmas.....CA				*EIndependence.....KS	5596	7745	OR	Delavan.....CA
17670	66460		*Hammer Field.....CA					5592	7755	OR	Logandale.....CA
17685	66485		*Pinedale.....CA					5588	7760	OR	Riz.....CA
17691	66495		*Eingle.....CA					5584	7765	OR	Willows.....CA
17694	66500		ETranquility.....CA					5580	7820	OR	Artois.....CA
17697	66505		ESan Joaquin.....CA					5576	7830	OR	Greenwood.....CA
17700	66510		*EHel.....CA					5572	7835	OR	Orland.....CA
17708	66525		*Algozo.....CA					5558	7840	OR	Wyo.....CA
17705	66520		EMagunden.....CA					5554	7855	OR	Corning.....CA
17711	66530		*Lonsmith.....CA	9445	4110	OR	Winnipeg.....MB	5550	7860	OR	Richfield.....CA
17714	66535		*Bartertown.....CA					15210	8055	OR	Lynch.....CA
17717	66540		*West Lamont.....CA					15215	8060	OR	Yarmouth.....CA
17720	66545		*Lamont.....CA					15219	8065	OR	Vernalis.....CA
17723	66550		*Patch.....CA					15223	8075	OR	Solyo.....CA
17726	66555		*Ribier.....CA					15227	8078	OR	Hally.....CA
17729	66560		*Di Giorgio.....CA					15232	8080	OR	Westley.....CA
17732	66565		*Arvin.....CA	1	1	OR	EBonnerville.....IN	15235	8082	OR	Puerto.....CA
17470	66600		Estevens.....CA	106	106	OR	EBeecons.....IN	15239	8090	OR	Patterson.....CA
17475	66605		ESTrand.....CA	214	214	OR	ECambridge City.....IN	15243	8092	OR	Jet.....CA
17480	66610		ERogas.....CA	326	326	OR	ENew Castle.....IN	15247	8095	OR	Crows Landing.....CA
17485	66615		ERio Bravo.....CA					15252	8105	OR	Timba.....CA
17490	66620		EBowerbank.....CA					15255	8110	OR	Newman.....CA
17495	66625		EXilowatt.....CA					15259	8115	OR	Gustine.....CA
17346	66630		EButtonwillow.....CA					15263	8125	OR	Ingomar.....CA
17338	66635		*Oil Jct.....CA	9703	9703	OR	Tamanend.....PA	15267	8130	OR	Volta.....CA
17341	66640		*Seguro.....CA	9705	9705	OR	East Mahanoy Jct.....PA	15272	8140	OR	Los Banos.....CA
17344	66645		*Maitha.....CA	9800	9800	OR	York Jct.....PA				
17335	66650		Farmersville.....CA	9801	9801	OR	Audenried.....PA				
17332	66655		ERector.....CA	9802	9802	OR	McAdoo.....PA				
17302	66665		EOxalis.....CA	9806	9806	OR	Lofty.....PA				
17305	66670		EFirebaugh.....CA	9808	9808	OR	Laurel Jct.....PA	5	5	ORW	Willits.....CA
17308	66675		EBenito.....CA	9809	9809	OR	Delano.....PA	10	10	ORW	*Jensen Spur.....CA
17311	66680		ECromir.....CA	9900	9900	OR	Packerton Jct.....PA	15	15	ORW	*Holder Spur.....CA
17314	66685		EMendota.....CA	9901	9901	OR	Jim Thorpe.....PA	20	20	ORW	*Sage.....CA
17317	66690		EJamesan.....CA	9907	9907	OR	Nesquehoning.....PA	25	25	ORW	*Summit.....CA
17320	66695		EKerman.....CA	9909	9909	OR	Bauto.....PA	30	30	ORW	*Crowley.....CA
17348	66700		EPloyd.....CA	9914	9914	OR	Hometown.....PA	35	35	ORW	*Clare Mill.....CA
17350	66705		ERollada.....CA	9918	9918	OR	Baucks.....PA	40	40	ORW	*Burbuck.....CA
17323	66710		EPratton.....CA					45	45	ORW	*Shake City.....CA
17326	66715		ECrayold.....CA					50	50	ORW	*Redwood Creek.....CA
59675	67300		EOsborne.....KS					55	55	ORW	*Irmulco.....CA
59670	67305		EForney.....KS					60	60	ORW	*Northspur.....CA
59665	67310		ECorinth.....KS					70	70	ORW	*Camp Mendocino.....CA
59660	67315		ETipton.....KS	3333	5	OR	Hickory.....NC	75	75	ORW	*Alpine.....CA
59655	67320		EBunter.....KS	10	0		North Hickory.....NC	80	80	ORW	*Camp Noyo.....CA
59645	67325		EDenmark.....KS	15	0		Granite Falls.....NC	82	82	ORW	*Camp 1.....CA
59640	67330		EGoldenrod.....KS	20	0		Saw Mills.....NC	85	85	ORW	*Groves.....CA
59635	67335		ELincoln.....KS	25	0		Hudson.....NC	90	90	ORW	*Redwood Lodge.....CA
59630	67340		EBarton.....KS	30	0		Lenoir.....NC	95	95	ORW	*Ranch.....CA
59625	67345		EWestfall.....KS					100	100	ORW	*South Fork.....CA
59610	67350		EHedville.....KS					105	105	ORW	*Glen Blair Jct.....CA
54870	67500		EDalton.....KS					110	110	ORW	Ft Bragg.....CA
54880	67505		EOxford.....KS								
54890	67510		EKellogg.....KS								
54910	67520		ENew Salem.....KS								

SEE LAST PAGE FOR EXPLANATION OF REFERENCE MARKS.

6000-T

NOTES

237-Continued.

Bunter Packing Co. (No. St. Louis National Stock
American Prov. Co.). Yards Company.
National City Cold Swift & Company.
Storage Company. Toberman Grain Company.

For delivery through the St Louis National Stock
Yards Company, see ICC CNW 8000 - Series, ILCC 30.
(UP)

243-This station is not open to any reciprocal switching
arrangements. This station has bulk distribution fa-
cilities for rail/truck services. Railroad must be
contacted to determine extent to which rates and ser-
vices are available.

248-Applies only on carload traffic handled via East St
Louis, IL, originating at or destined to industries
or team tracks on the Burlington Northern Santa Fe
Corporation, Union Pacific Railroad, Norfolk South-
ern Railway Company in St Louis, MO. (ALS)

249-The Alabama Great Southern Railroad Company (Norfolk
Southern Railway Company) requires prepayment on all
freight and other charges on all shipments originat-
ing on or routed via its line when destined to sta-
tions on the Pearl River Valley Railroad Company.

On all shipments originating at stations on the Pearl
River Valley Railroad Company and destined for ship-
ment to points on or routed via the Alabama Great
Southern Railroad Company all freight and other char-
ges when prepaid must be paid to the agent of the
Alabama Great Southern Railroad at Slidell, LA.

Shipments will not be accepted from or delivered to
the Pearl River Valley Railroad Company by the Ala-
bama Great Southern Railroad Company unless made un-
der the forgoing method.

(This note published at the request of the Norfolk
Southern Railway Company).

251-No rail facilities. Freight handled by truck from
and to Collingwood, ON, Station No. 12550. (CN)

254-Account track conditions, hazardous materials cannot
be handled on BNSF to or from Midwest City, OK with
the exception of combustible liquids. (BNSF)

257-Special loading ramp for scrap iron and pipe. (CR)

259-Team Track facilities.

261-Facility for loading and unloading from multi-level
auto racks. (CR) (SRY)

262-Shipment from, to or via stations making reference
hereto which require carfloat service are subject to
limited carrier liability of \$250,000.00 per shipment
and provisions of Tariff ICC NYCH 9001. Contact NYCH
(Telephone 212-788-3690) for instructions on ship-
ments exceeding liability stated herein. (NYCH)

265-Distances shown in connection with stations referring
to this note are shown only for purpose of identify-
ing station and may not be used in determining rates
or charges. For distances to be used in figuring
mileages from or to stations referring to this note
see Distance Tariff ICC BN 6003-Series. (BNSF)

270-BLE serves the following companies located at McKees-
port, PA on the MKC through absorption of URR and MKC
switching charges, as provided in Tariff ICC BLE 8425-
Series and ICC BLE 8430-Series:

Camp Hill Corporation.
Dravo Corporation (Aggregates Division)

272-Urbana, IL is not a station on the IC; however, J. W.
Jones Company, 2611 N. Lincoln Avenue, Urbana, IL, is
on the IC within the Champaign, IL switching district
closed to reciprocal switching. (IC)

274-This station not physically served by the TPW, but is
served through a switching arrangement under which
the WSRV has all common carrier rail service obliga-
tions on WSRV's line between Logansport, Kokomo and
Winamac, IN and the CERA has all common carrier rail

274-Continued.

service obligations between Kokomo, IN and this sta-
tion. (TPW)

286-Freight can be handled only when to or from the fol-
lowing firms or industries: (CPRS)

City of Minneapolis Water Treating Plant.
FMC Corporation, Northern Ordnance Plant.

292-Shown only for the purpose of determining distance-no
facilities for handling freight.

294-This station is open to connections of CNUR for
direct rate making purposes on all commodities pro-
vided that the connecting railroad absorbs, in whole
or in part, the switching charges of the CNUR as pub-
lished in Freight Tariff ICC CNUR 8000-Series. (CNUR)

295-This station is open to connections of FC for direct
rate making purposes on all commodities provided that
the connecting railroad absorbs, in whole or in part,
the switching charges of the FC as published in
Freight Tariff ICC FC 8000-Series. (FC)

296-This station is open to connections of MAW for direct
rate making purposes on all commodities provided that
the connecting railroad absorbs, in whole or in part,
the switching charges of the MAW as published in
Freight Tariff ICC MAW 8000-Series. (MAW)

297-This station is open to connections of WBCR for
direct rate making purposes on all commodities pro-
vided that the connecting railroad absorbs, in whole
or in part, the switching charges of the WBCR as pub-
lished in Freight Tariff ICC WBCR 8000-Series. (WBCR)

298-This station is open to connections of IHRC for
direct rate making purposes on all commodities pro-
vided that the connecting railroad absorbs, in whole
or in part, the switching charges of the IHRC as pub-
lished in Freight Tariff ICC IHRC 8000-Series. (IHRC)

302-This station, although physically served by the
Eastern Illinois Railroad Company, is an Illinois
Central Railroad Company station for rate making
purposes on traffic moving to or from this station
only, pursuant to the authorization of the Eastern
Illinois Railroad Company. (IC)

303-Service between Chicago, IL, and Detroit, MI, will be
provided over the tracks of the CSX Transportation,
Inc. No facilities for handling carload or less than
carload freight except for interchange with CPRS.
(CPRS)

305-Junction point with the Union Pacific Railroad Com-
pany at which carload freight can be interchanged
without transfer of lading. (AL)

310-Only road haul traffic will be interchanged at
Detroit Dearborn Sta, MI. (CN)

312-Shipment to or from this station will be handled
only when interchanged with CSXT at Humboldt, TN.
(WINN)

315-Charges of Southern Railroad Company of New Jersey
published in ICC SRNJ 8000-SFJR Series are in addi-
tion to the line haul rates published from or to
Tuckahoe, NJ and Winslow Jct, NJ. Shipments con-
signed to this station will be withheld from place-
ment or delivery until proportional, switching and/or
terminal charges published as accruing solely to
Southern Railroad Company of New Jersey are paid or
proper credit arrangements are made. Shipments origi-
nating at this station and moving collect to sta-
tions not on Southern Railroad Company of New Jersey
will not be accepted until proportional, switching
and/or terminal charges published as accruing solely
to Southern Railroad Company of New Jersey are paid
or proper credit arrangements are made. (SRNJ)

317-Traffic moved at the convenience of the Railway Com-
pany. (CN)

OFFICIAL RAILROAD STATION LIST™

ISSUED
JANUARY 1, 2005

EFFECTIVE
JANUARY 15, 2005

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Issuing Officer

7001 Weston Parkway

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Cary, NC 27513

(800) 544-7245

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STATION	COUNTY	RULE 288	RR	OPSL	FSAC	SPLC	NATIONAL RATE BASIS	SWITCH LIMIT CITY	RATE ZIP
C									
Cabott, IN (1-3000-3489)	[Posey]		CSXT	21020	40331	379888	Lippe, IN		47620
Cambridge City, IN (1-294-3100-3700)	[Wayne]		CNUR	214	214	367575	Richmond, IN		47327
Cambridge City, IN (3700)	[Wayne]	CAMCY	NS	72305	65251	367575	Richmond, IN		47327
Camp, IN (1-3126-3495-3700)	[Marion]	CAMBY	ISRR	8639	8639	368895	Indianapolis, IN		46113
Camp, IN (3700)	[Marion]	CAMBY	NS	73044	85652	368895	Indianapolis, IN		46113
Camden, IN (1-3199-3700)	[Carroll]		CERA	10610	10610	366647			46917
Camden, IN (3156-3700)	[Carroll]		CIND	73131	73131	366647			46917
Camden, IN (3700)	[Carroll]		NS	73966	85862	366847	Logansport, IN		46917
Camden, IN (329-600-3114)	[Carroll]		TPW	1595	90131	366847	Logansport, IN		46917
Camden, IN (1-3700)	[Carroll]		WSRY	90131	90131	366647			46917
Cammack, IN	[Delaware]		NS	10930	11180	367382	Muncie, IN		47302
Camp Atterbury, IN (1-3495)	[Johnson]		LIRC	8482	8482	372375			46131
Campbells, IN (1-3128-3495-3700)	[Morgan]		ISRR	8649	8649	372440	Greencastle, IN		46116
Campbells, IN (3700)	[Morgan]	CMPBI	NS	73046	85653	372440	Greencastle, IN		46750
Campbellsburg, IN (1-3000-3489)	[Washington]		CSXT	24320	40889	375765	Mitchell, IN		47108
Carnelburg, IN (1-22-3000-3489)	[Daviess]		CSXT	43595	71899	376553	Washington, IN		47519
Cannelton, IN (1-413-640-3100-3700)	[Perry]		HOS	130	130	377890	Cannelton, IN		47520
Cannelton, IN (3700)	[Perry]		NS	72295	61854	377890			47520
Carson, IN (3000)	[Clay]		CSXT	21007.14	19183	373212			47837
Carisle, IN (1-3000-3489)	[Sullivan]		CSXT	21006.68	40922	373995	Washington, IN		47838
Carol, IN	[Gibson]		NS	47407	50298	379164	Olney, IL		47685
Casas Ordinance Depot, IN	[Allen]		NS	10507	10361	361789	Fl Wayne, IN		46774
Cass, IN (1-3100)	[Sullivan]		INRD	11030	11030	373962	Sullivan, IN		47882
Cassville, IN (1-3100-3700)	[Howard]		CERA	20051	20051	365922			48901
Cassville, IN (3156-3700)	[Howard]		CIND	62051	60251	365922			46901
Cassville, IN (274-600-3114)	[Howard]		TPW	1470	20051	365922	Logansport, IN		46901
Cavanaugh, IN (1-3100)	[Lake]		EJE	280	89	363384	Chicago, IL		60607
Cayuga, IN (1-3000-3489)	[Vermillion]		CSXT	21007.52	40844	369932	Crawfordsville, IN		47928
Cedar Grove, IN (1-3100-3160)	[Franklin]		CIND	20	20	371773	Lawrenceburg, IN		47016
Cedar Grove, IN (3160-3495-3700)	[Franklin]		IORY	20	20	371773	Lawrenceburg, IN		47016
Cedar Grove, IN (3700)	[Franklin]		NS	78196	67484	371773	Lawrenceburg, IN		47016
Cedar Lake, IN (22-3000-3489)	[Lake]		CSXT	24055	40805	363576	Malden, IN		46303
Chalmers, IN (1-3000-3489)	[White]		CSXT	24125	40838	368476	Monon, IN		47929
Chandler, IN	[Warwick]		NS	47800	50445	378875	Lippe, IN		47810
Charlestown, IN (1-22-3000-3489)	[Clark]	CHTOW	CSXT	43760	72030	375652	Speed, IN		47111
Charlestown, IN (1-3495)	[Clark]		LIRC	8582	8582	375652	Speed, IN		47111
Chase, IN (1-3100)	[Benlon]		KBSR	583	563	366873			47921
Cherry Grove, IN (1-3000-3489)	[Montgomery]		CSXT	24170	40847	369416	Lafayette, IN		47933
Chinook, IN (1-22-3000-3489)	[Vigo]		CSXT	21009.92	40958	373435	Terre Haute, IN		47808
Chinsney, IN	[Spencer]		NS	47745	50419	378668	Cannelton, IN		47811
Clarke Jct, IN (26)	[Lake]	CLAJC	NS	14590	22359	363367	Chicago, IL		46401
Clarke, IN (26-41-3000-3489)	[Lake]		CSXT	48350	18875	363365	Chicago, IL		46401
Clarke, IN (1-1028-3100)	[Lake]	CLARK	EJE	370	72	363365	Chicago, IL		60607
Clarke, IN (26)	[Lake]	CLARK	NS	14588	22354	363365	Chicago, IL		46401
Clarksville, IN (1-3495)	[Clark]		LIRC	8580	78580	375687	Louisville, KY		47129
Claypool, IN	[Kosciusko]	CLAY	NS	10555	10410	382888	Silver Lake, IN		46510
Clinton, IN (1-3000-3489)	[Vermillion]	CLNTI	CSXT	21007.20	40936	369985	Terre Haute, IN		47842
Cloverdale, IN (1-3000-3489)	[Putnam]		CSXT	24220	40857	368989	Greencastle, IN		46120
Clymers (wsry), IN (3700)	[Cass]		NS	73964	85852	366278	Logansport, IN		46947
Clymers, IN (1-3100-3700)	[Cass]		CERA	10600	10600	366278			46947
Clymers, IN (3156-3700)	[Cass]		CIND	73053	73053	366278			46947
Clymers, IN	[Cass]	CLYMR	NS	14990	23200	366278	Logansport, IN		46947
Clymers, IN (328-600-3114)	[Cass]		TPW	1590	90053	366276	Logansport, IN		46947
Clymers, IN (1-3700)	[Cass]		WSRY	90053	90053	366276			46947
Coalmont, IN	[Clay]		CPRS	8212	225	373297	Sullivan, IN		47845
Cochran, IN (1-3000-3489)	[Dearborn]		CSXT	43845	71850	374193	Lawrenceburg, IN		47001
Colburn, IN	[Tippecanoe]		NS	15010	23221	369114	Lafayette, IN		47931
Cold Springs, IN (3000)	[Dearborn]		CSXT	43835	71852	374185	Lawrenceburg, IN		47032
College Corner, IN (1-3000-3489)	[Union]		CSXT	45320.05	75107	371178	Richmond, IN		45003
Columbia City, IN (1-3000-3489)	[Whitley]		CSXT	48377	54010	381950	Fl Wayne, IN		46725
Columbia City, IN	[Whitley]		NS	10740	14124	381950	Fl Wayne, IN		46725
Columbus, IN (1-3495)	[Bartholomew]	COLUM	LIRC	8485	78485	372650	Columbus, IN		47202
Connersville, IN (3188)	[Fayette]		AMTK	51025	51025	371340			47331
Connersville, IN (1-294-3100-3700)	[Fayette]	CNRVL	CNUR	1	1	371340	Richmond, IN		47331
Connersville, IN (1-3000-3489)	[Fayette]	CNRVL	CSXT	45345	75112	371340	Richmond, IN		47331
Connersville, IN (3700)	[Fayette]	CNRVL	NS	72320	85254	371340	Richmond, IN		47331
Converse, IN (1-3100-3700)	[Miami]		CERA	40124	40124	365578			46919
Converse, IN (3156-3700)	[Miami]		CIND	64124	84124	365578			46919
Converse, IN (3700)	[Miami]		NS	71296	85165	365578	Logansport, IN		46919
Converse, IN (274-600-3114)	[Miami]		TPW	1535	40124	365578	Marion, IN		46919
Cock, IN (41)	[Lake]		NS	67375	70683	363574	Kankakee, IL		46303
Cordana, IN (41)	[De Kalb]		NS	68850	70638	361448	South Milford, IN		46730
Corydon Jct (mail), IN (3700)	[Harrison]	CRYJC	NS	73105	81200	377452	Corydon, IN		47161
Corydon Jct, IN (1-3100-3700)	[Harrison]	CRYJC	LNAL	5	5	377452	Corydon, IN		47161
Corydon Jct, IN	[Harrison]	CRYJC	NS	47170	50374	377452	Marion, IN		47112

6000-8Z

INDIANA HI-RAIL CORPORATION
OFFERING MEMORANDUM

SALE OF ASSETS

Offered by:

R. Franklin Unger, Trustee

Indiana Hi-Rail Corporation
4301 North Western Avenue
Connersville, IN 47331
Telephone: (317) 825-0349
Fax: (317) 825-0453

(Reissued March 31, 1996)

mail 4-3-96

rf

The information contained herein is proprietary and is to be used solely in connection with the preparation of bids for the assets of Indiana Hi-Rail Corporation. Any reproduction or distribution of this memorandum, in whole or part, or divulgence of any of its contents without the prior written consent of the Trustee is prohibited.

I. EXECUTIVE SUMMARY

1.1 Business Overview

IHRC provides freight service over eight railroad lines that collectively comprise 283 track miles in Ohio, Indiana, Illinois, and Kentucky. All of the lines are former branch lines of ICC Class I railroad companies. These lines vary by commodities shipped and by track conditions. The railroad lines are either owned by IHRC or leased as operating franchises.

The eight rail lines presently operated by IHRC generated 11,238 carloads in 1995. Operating revenues amounted to \$4.5 million for the calendar year ended December 31, 1995.

IHRC began freight operations in 1981 with a single line from Connersville, IN, to New Castle, IN, a distance of 27.3 miles. The company grew as more lines were acquired and eventually thirteen lines were operated with a total of 461 miles. Presently, the company operates 283 track-miles on eight line segments. In 1994, IHRC was restructured into Sagamore National Corporation (Saganat), a subchapter S Indiana corporation with the same owners.

In 1994, the restructured company failed to obtain \$2.0 million in planned financing. Also, it failed to obtain approval of the plan from the Interstate Commerce Commission. As a result of these events, Saganat d/b/a Indiana Hi-Rail Corporation entered into chapter 11 bankruptcy on November 15, 1994. A Trustee was appointed January 6, 1995, by the U.S. Department of Justice to continue operating the railroad while disposing of the bankruptcy estate.

1.2 Offered Assets

The assets offered for sale and hereafter collectively referred to as the Offered Assets are:

- A. All of IHRC's ownership in the assets currently used by the railroad to conduct its railroad operations over certain rail line segments. *
- B. The freight operating franchises for certain rail line segments presently operated by IHRC. *
- C. All interchange, running rights, and joint facility agreements which relate to the rail lines for sale. *
- D. Purchase options for certain line segments that are leased by IHRC.

Bidders are cautioned that any significant changes made by them may prejudice their bid and even make it unacceptable.

Adjustments to bids, however, may be required where changes are made by the Trustee regarding the Offered Assets.

(iii) Capitalization

All Bids must identify the capital structure and sources of financing for acquiring the Offered Assets. A letter of intent from any proposed source of financing must be submitted with the Final Bid.

4.5 Acceptance of Bids

The Trustee intends to sell the Offered Assets to the Bidder(s) whose bid(s) represents the highest practical value to IHRC's creditors in the Trustee's opinion, taking into account all financial consideration, contingencies, financial capabilities, business plans, management credentials, and other criteria deemed appropriate. The Trustee reserves the right to decline any and all bids, for any reason. The Trustee reserves the right at any time, at his sole discretion, to terminate further participation in the due diligence and bid process by any Bidder. The Trustee reserves the right at any time to exclude assets from sale, or from the bidding process described herein.

The successful Final Bidder for each line segment will be required to deposit \$50,000 by certified check or letter of credit made out to the Trustee, which will become non-refundable at the time of execution of the Purchase Agreement, unless arranged otherwise by buyer and seller.

4.6 Purchase Agreement

The Purchase Agreement terms will be based upon the amount of the bid accepted, as well as negotiations between Bidders and the Trustee.

4.7 Court and Regulatory Approval

The sale(s) of IHRC's Offered Assets once completed by the bidding process described herein, will require approval by the U.S. Bankruptcy Court and the newly created Surface Transportation Board, successor to the Interstate Commerce Commission. The Trustee will assist the Successful Bidder(s) in preparing the application(s) necessary for the approval process, and facilitate their handling where possible.

National Railways, and;

- D) Rochester Line - all of the rights, title and interests now or subsequently held (by reason of the sale and transfer from Norfolk & Western [Norfolk Southern] to Debtors mentioned above) by either the Indiana Hi-Rail/Sagamore National Corporation as Debtors and/or the Norfolk & Western (Norfolk Southern), without modification, exclusion or deletion, including all of the real property, improvements and associated personnel property on or about the line of railroad generally running from and between Rochester, Indiana (at or near M.P. 96± of that line) and to Argos, Indiana (at or near M.P. 109± of that line), included all sidings, spurs, yards and connecting track appurtenant to this railroad line and/or covered by the previous lease/option agreements mentioned above, and the transfer of access to or control of other tracks necessary to effect connection to and interchange with the Norfolk Southern at Argos, Indiana, and;
-  E) Operating "Franchise" - assignment of all interests in and delivery of possession of any interchange agreement(s), trackage rights, track and semi- or permanently affixed or installed equipment of Indiana Hi-Rail/Sagamore National Corporations which is now or normally is affixed to or kept or stored on the right of way or adjacent property or any structures on the lines mentioned Items A through D above (except rolling stock and locomotives), all contracts, joint facility agreements or other related operating agreements or arrangements related to any of the above rail lines, which rights or agreements are held by Indiana Hi-Rail or any related company(s). Assignment of or agreement to the assumption by C&NC Associated Investors or their designated new railroad corporation, of all contracts, tariffs, exempt quotes or other transportation contracts, officially published station or equipment listings, divisional or related inter-carrier agreements associated with the operation of any or all the rail lines listed in Items A through D above, and;
- F) Assignment Lease, Licenses, Rental and other Agreements - the assignment to C&NC Associated Investors or their designated new railroad corporation of all of the rights and interests, without modification to or deletion or exclusion of any right, term, condition or interest, now or previously held by the Debtors or Norfolk & Western (Norfolk Southern) in any lease, license, crossing, wire, pipe, rental, or other agreement or contract now or formerly associated with any of these rail lines listed in Items A through D above and/or covered by any of the

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

IN RE: SAGAMORE NATIONAL
CORPORATION and
INDIANA HI-RAIL CORPORATION,
Debtor

CASE NO. IP94-08502-RLB-11

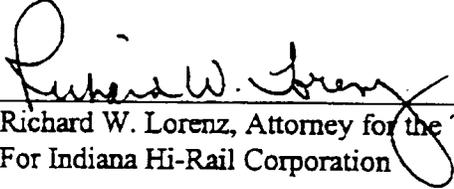
**TRUSTEE'S PETITION FOR NUNC PRO TUNC ENTRY IN CLARIFICATION OF
THE ORDER DATED JANUARY 6, 1997, THE AMENDED PLAN, AND THE ORDER
CONFIRMING PLAN**

Comes now the Trustee, R. Franklin Unger, by counsel, and respectfully requests that the Court clarify the Order dated January 6, 1997 and the Order Confirming Plan *nunc pro tunc* for purposes of clarifying and confirming the identity of the actual purchaser. In support thereof, the Trustee would show the Court as follows:

1. That the original Order of Sale dated January 6, 1997 anticipated the Trustee's sale to C&NC Associated Investors, an informal partnership.
2. Following the entry of the Order of Sale, the prospective purchaser redefined the nature of the legal entity through which it wished to take title by designating RMW Ventures, LLC as the legal entity to take title to the assets subject to the Asset Purchase Agreement. The Trustee confirms that RMW Ventures, LLC is one and the same as C&NC Associated Investors, based upon the Affidavit of Spencer Wendelin.
3. The Trustee asserts that RMW Ventures, LLC is an appropriate designee of C&NC Associated Investors, and the Trustee asserts that RMW Ventures, LLC is entitled to make such designation by reason of the Amended Plan and Order Confirming Plan.

WHEREFORE, the Trustee prays that he be authorized to complete the terms of the Asset Purchase Agreement to RMW Ventures, LLC as designee of C&NC Associated Investors, and that the Order of January 6, 1997, the Amended Plan and the Order Confirming Plan be supplemented and clarified accordingly, *nunc pro tunc*.

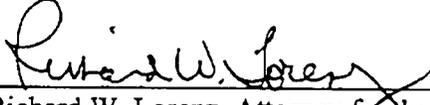
Dated: February 27, 1998


Richard W. Lorenz, Attorney for the Trustee
For Indiana Hi-Rail Corporation

Richard W. Lorenz
P.O. 46
Spencer, IN 47460
(812) 829-2221
Attorney No. 8909-60

CERTIFICATE OF SERVICE

This is to certify that the above and foregoing pleading has been mailed this ___ day of March, 1998 to all interested parties of record, including the United States Trustee.


Richard W. Lorenz, Attorney for the Trustee
For Indiana Hi-Rail Corporation

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

IN RE: SAGAMORE NATIONAL
CORPORATION and
INDIANA HI-RAIL CORPORATION,
Debtor

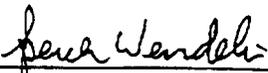
CASE NO. IP94-08502-RLB-11

AFFIDAVIT OF SPENCER WENDELIN

Spencer Wendelin, after being duly sworn and upon his oath, states the following:

1. I am over the age of 18 and competent to make this affidavit.
2. I am the principal member of RMW Ventures, LLC, an Indiana limited liability company, and make this affidavit based on personal knowledge and information.
3. On November 22, 1996, I executed an Asset Purchase Agreement for purchase of assets of Indiana Hi-Rail Corporation on behalf of C&NC Associated Investors, an informal partnership of which I was a principal. It was my intention as reflected by later documents to form an appropriate entity to purchase the assets upon approval of the Asset Purchase Agreement by the Bankruptcy Court.
4. Upon such approval, I formed RMW Ventures, LLC as the appropriate entity to take title to the assets being purchased under the Asset Purchase Agreement.
5. RMW Ventures, LLC is the appropriate entity to take title based upon my intentions, the recommendations of my financial advisors, and the representations I made to the bankruptcy trustee.
6. C&NC Associated Investors, Inc. and C&NC Associated Investors, LLC never were formed or existed. C&NC, LLC was formed, existed, and subsequently merged into RMW Ventures, LLC.
7. All references in the Amended Plan and the Order Confirming Plan were administratively and technically in error and should have reflected my intent to take title to the subject properties in the ultimate legal entity known as "RMW Ventures, LLC."

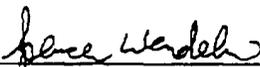
Further affiant sayeth naught.



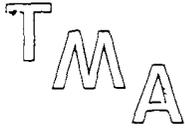
Spencer Wendelin

I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION AND BELIEF.

DATED: February 27, 1998



Spencer Wendelin



TRANSMARK
ASSOCIATES

Suite A
205 N. Capitol Ave.
Corydon, IN 47112
(812) 738-4230
(812) 738-7384 FAX

TRANSPORTATION, MARKETING, ENGINEERING CONSULTANTS

RMW-Organization

Mr. R. Franklin Unger
Trustee - Indiana Hi-Rail Corporation
4301 N. State Route # 1
Connersville, IN 47331

5-19-97

Attn: Tim Yeager:

As the time is approaching when our acquisition of the Hi-Rail properties will be closing, it is appropriate to remind you of a number of the particulars surrounding the closing and the documents associated with it.

DEED

The Norfolk Southern is preparing the deeds for all lines, except the Connersville to Beesons portion of the Connersville - New Castle line. Since Connersville to Beesons is not part of the Norfolk Southern lease properties of Hi-Rail, your staff will need to prepare that deed. Please have the deed for that property made in favor of **RMW Ventures, LLC**. The deed should transfer all real property, track and associated improvements, including the three buildings at Connersville, to RMW Ventures, LLC.

We have attached for your convenient reference, a copy of our instructions to the Norfolk Southern regarding their part of the deed preparation process.

An assignment agreement covering all of the lease, license, crossing and similar real estate related contracts and agreements with third parties will be need be

<i>PITTSBURGH</i>	*	<i>LOUISVILLE</i>	*	<i>TOLEDO</i>	*	<i>CLEVELAND</i>
(412) 341-9937		(812) 738-4230		(419) 882-4740		(216) 281-4327

prepared by your staff, for the Beesons to Connersville portion of the line which Hi-Rail owns. The Norfolk Southern should supply a written acquiescence to the assignment of the "Assignment and Assumption Agreements" which were companion to the lease/option agreements for the four lines for which they will be preparing the deeds. Those Assignment and Assumption Agreements will also need to be assigned to the RMW Ventures, LLC. Your staff should prepare those assignments agreements for that purpose, and assure that they are supported by the written acquiescence of the Norfolk Southern.

At least a week to ten days will be required for our review of all draft documents before closing. So, the sooner we can begin receiving these draft documents the better.

OPERATING AGREEMENTS

All associate agreements between Indiana Hi-Rail (and/or any related company) and the Norfolk Southern and/or any other railroad or other third party(s) may be referred to as "the operating agreements". Examples of operating agreements would include, but not be limited to: interchange agreements, joint facility agreements, trackage agreements, the Beesons - New Castle lease/option agreement, car per diem re-claim agreements, reciprocal switching agreements, car utilization agreements, car lease agreements [such as the Ford boxcar lease] , existing equipment lease agreements [from locomotives to office machines *], rate/revenue agreements, transportation and switching contracts in which Hi-Rail (and/or any associated company) is a participant/signatory, switching revenue agreements, "handling line" agreements, and any other agreement or contract which affects, or is related to the operations of, or accounting for any, or all the four rail lines which we will be acquiring.

(Note: * - we will be accepting assignment of all rail equipment leases, including the three locomotives leased from the Ohio Central organization, except we will **not** be accepting assignment of the lease with Omni-Track for locomotive unit #3038.)

Norfolk Southern should supply Hi-Rail with written acquiescence to the assignment of all the existing operating agreements associated with any(or all) of the

lines to be transferred to us, where those agreements are between the Norfolk Southern and Indiana Hi-Rail (or any related company). However, the Hi-Rail staff will have to prepare the actual assignment documents for each of these agreements, as Norfolk Southern's role in that process is merely one of written acquiescence to such assignments. In addition, the Hi-Rail staff should have obtained (per our previous conversations in that regard) by now, the written acquiescence of the other parties (such as CSX, Conrail, Coughlin Corporation and the I&O) involved with any other operating agreements associated with any or all of these lines.

All of these assignments and the written acquiescence of the other parties should be able to utilize wording of a very similar nature. We have attached some examples which may be of help to you and your staff in preparing these. Of course, all the assignments will be executed at closing, but each must be supported by an already executed written acquiescence from the other party(s) [e.g. Norfolk Southern or Conrail, as the case may be].

Please arrange for the assignment of all operating agreements associated with the Maumee Line (Liberty Center, Ohio - Woodburn, Indiana) to the **Maumee & Western Railroad Corporation**, with AAR reporting marks of "MAW". The mailing address for the Maumee & Western is: Suite A, 205 N. Capitol Ave., Corydon, IN 47112.

The operating agreements associated with the Bluffton Line (Craigville - Van Buren, Indiana) should be assigned to the **Wabash Central Railroad Corporation**. The mailing address for the Wabash Central is: Suite A, 205 N. Capitol Ave., Corydon, IN 47112.

Operating agreements associated with the Connersville line (including the Beesons - New Castle lease/option agreement from the Norfolk Southern) will be assigned to the **C&NC Railroad Corporation**, with a mailing address of: Suite A, 205 N. Capitol Ave., Corydon, IN 47112.

The operating agreements associated with the Rochester Line will be assigned to the **Fulton County Railroad, Inc.**, whose mailing address is: Suite A, 205 N. Capitol Ave., Corydon, IN 47112.

Please arrange for the draft versions of these agreements and assignments to be forwarded to us, as soon as they are prepared, as we will require several days to review them for completeness and accuracy before the final versions can be readied for execution at closing.

BILLS OF SALE

Please have a bill of sale prepared for all personal property items. Any of the major items, e.g. Locomotives, automobiles, computer equipment, should have separate bills of sale. The more numerous general items, such as office furniture and hand tools can be listed on a single bill of sale by category and number, e.g. 12 fire extinguishers, etc.

The forgoing is not, of course, an exhaustive list of all the documentation needs for closing. However, the completion of these agreements, draft bills of sale and assignments will bring the closing much nearer to fruition. If you have any questions, or if we can supply more information, please do not fail to contact me.

Sincerely yours,



Spencer Wendelin
President

attachments

cc: R. Lorenz
L. Opperman
R. Wilson

KUNZ & OPPERMAN, P.C.

ATTORNEYS AT LAW
SUITE 1750
135 N. PENNSYLVANIA STREET
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KUNZOPPER@AOL.COM

November 5, 1997

AMW - Acquisitions

Mr. Franklin Unger
1143 Audubon
Gross Pointe Park, MI 48230

RE: C&NC Associated Investors Employment Agreements:

Dear Pete:

Spence Has asked me to prepare the Employment Agreements for the principal officers of the corporation and I am in process of doing that. I can assure you that the agreements will be completed well before the end of this month. Also, I should point out that we are in need of the various agreements and assignments which we asked Richard Lorenz to prepare or provide some months ago so that we are not deluged with documents at about the time of closing.

We still are awaiting your comments to our response to Jim Owens memorandum concerning our latest meeting, and it would be helpful to get that behind us also.

Specifically we have requested the items on the enclosed sheets which are checked:

We all are hopeful that the transaction can close with as few hitches as possible. I appreciate your concern for, Jim, Pete and Tim and know that Spence fully shares your concerns.

Sincerely,


Leonard Opperman

LO/eap

cc: Spencer Wendelin
Richard Lorenz

Enclosure:

Leonard - ones with check mark
are the ones Hi-rail must
prepare

Partial List of Documents Needed For Closing

I. Operating Agreement Assignments (with third party written consents):

1. Connersville Line:

- ✓ ○ Whitewater Valley Railroad Trackage Rights to Cohen Bros.
- ✓ ○ CSX Interchange Agreement at Connersville
- ✓ ○ Coughlin Switching Contracts
- Norfolk Southern lease/option: Beesons to New Castle
- ✓ ○ Norfolk Southern Interchange Agreement at New Castle
- ✓ ○ Norfolk Southern real estate lease, license, crossing Assignment and Assumption Agreement
- ✓ ○ Conrail Interchange Agreement at New Castle

2. Bluffton Line:

- ✓ ○ Norfolk Southern Interchange Agreement at Bluffton
- ✓ ○ Assignment of all real estate lease, license, crossing agreements (the Norfolk Southern Assignment and Assumption Agreement can be a model for this document.)

3. Rochester Line:

- ✓ ○ Norfolk Southern Interchange Agreement at Argos
- ✓ ○ Assignment of all real estate lease, license, crossing agreements (the Norfolk Southern Assignment and Assumption Agreement can be a model for this document.)

4. Defiance Line:

- ✓ ○ Norfolk Southern Interchange Agreement at Woodburn
- ✓ ○ CSX Interchange Agreement at Defiance
- ✓ ○ CSX Crossing/joint facility Agreement at Defiance
- ✓ ○ DTI (now I&O) crossing/joint facility Agreement at

Before the
SURFACE TRANSPORTATION BOARD

DOCKET NO: 33476

C&NC, L.L.C.- ACQUISITION EXEMPTION – INDIANA HIGH-RAIL CORPORATION

DOCKET NO: 33475

C&NC RAILROAD CORPORATION – LEASE AND OPERATION EXEMPTION – LINES OF
NORFOLK AND WESTERN RAILWAY COMPANY AND INDIANA HI RAIL CORPORATION

**PETITION OF RMW VENTURES LLC AND C&NC RAILROAD CORPORATION
FOR EXPEDITED CONFIRMATION AND CORRECTION REGARDING RAIL COMMON
CARRIER SERVICE RIGHTS TO INTEGRITY METALS, INC.**

REBUTTAL STATEMENT OF FACTS AND ARGUMENT

LEGAL ARGUMENT

In its legal argument, Whitewater attempts to recharacterize C&NC's legal position. It argues that C&NC's position "posits" that Indiana High-Rail Corporation ("IHRC") retained a common carrier obligation over the Connersville segment when it sold the segment to Whitewater. That is not C&NC's position. Rather, as Whitewater acknowledges IHRC elected under 49 U.S.C. §10907(g)(1) not to be subject to certain rail provisions of Title 49 of the United States Code. However, that election was personal to IHRC as indicated by the statutory language of §10907. "Any person. . . may elect to be exempt from any of the provisions of this part . . ." Thus the statutory language makes clear that the election can only be claimed by a "person" obtaining a railroad line pursuant to the provisions of §10907.

Contrary to the arguments presented by Whitewater, the exempt status of IHRC's rail operations do not permanently attach to the railroad assets acquired by IHRC. Nor was the election by IHRC binding upon its heirs, successors and assigns (i.e. C&NC and Whitewater) which did not acquire the Connersville line and trackage rights or the Connersville segment under the provisions of §10907. In

this case, C&NC acquired all IHRC rail assets in a regulated, but exempted, acquisition transaction pursuant to §10902 to provide common carrier rail service utilizing those assets.¹ When IHRC assigned to C&NC its Whitewater trackage rights to Cohen Bros. (predecessor to Integrity Metals), the rights acquired by C&NC under that trackage agreement were not subject to the IHRC election and retained their common carrier status. Thus, C&NC's acquisition of trackage rights to serve Integrity Metals over the Connersville segment was not "private service" but was subject to a continuing common carrier obligation.²

Moreover, Whitewater fails to note that in ICC Finance Docket 32523 Sagamore National Corporation – Acquisition and Operation Exemption – of Indiana Hi-Rail Corporation Order to Show Cause, 1994 Lexis 166 (Sept. 9, 1994) the ICC pursuant to 49 U.S.C. §11701 instituted a proceeding to determine whether respondents, including IHRC, were conducting unlawful operations and directed IHRC and other respondents to show cause why an order should not be entered requiring compliance with the Interstate Commerce Act. In a subsequent decision of October 28, 1994 in Finance Dockets 32523 and 32582, 1994 ICC Lexis 203, the ICC stated: "Thus Hi-Rail is on notice that it remains obligated to continue to provide and fulfill its common carrier obligations." The Commission also ordered Respondents, including IHRC to make a complete response or be deemed to be in default and to have waived their rights to further proceedings. Only Saganat responded to the ICC's show cause order and the Commission found its response inadequate. In the absence of any assertion by IHRC of its §10907 exemption election, the Commission directed IHRC to resume its common carrier operations

¹ Although Whitewater asserts that C&NC trackage rights have expired, acquisition and use of these trackage rights was authorized by the STB under C&NC and RMW's exemption notice in 1997 and trackage rights so approved normally remain effective indefinitely regardless of any durational contract provision. C.f. CSX Transportation, Inc. – Trackage Rights Exemption – Consolidated Rail Corporation, STB Finance Docket No. 33733 (Sub-No. 1) 1999 STB Lexis 311, May 3, 1999

² Whether a railroad provides common carrier service is a question of intent. Does the railroad hold itself out to the public to provide service upon reasonable request and for reasonable rates? 49 U.S.C. §11101. C&NC's holding out is evidenced by its publicly available tariffs and by the fact that it sought STB authority to acquire the line for common carrier rail service under 49 U.S.C. §10902.

over all its lines subject to full and complete ICC jurisdiction. This determination was confirmed in the ICC November 4, 1994 decision in the same dockets. 1994 ICC Lexis 219. Thus, when IHRC sold the Connersville line and the Cohen Bros. trackage rights to C&NC in 1997 under Bankruptcy Court order, IHRC was a fully regulated common carrier railroad.

Whitewater's legal rationale for the exempt status of the Connersville segment is therefore untenable. Simply because IHRC elected to be exempt from the application of Title 49, Subtitle IV, Part A, does not mean that such an election can be transferred to or invoked by Whitewater. The election is a right statutorily conferred only upon a party which acquires a rail line under §10907. Whitewater admits that it did not acquire the Connersville segment under §10907. Since Whitewater did not invoke those provisions to acquire the Connersville segment, it cannot claim the benefits of such an acquisition for the track it purchased from IHRC. Whitewater, perhaps unwisely, relied upon misrepresentations made to it by IHRC regarding the status of the Connersville segment and purchased that segment with constructive notice of IHRC's common carrier rights over that segment which could be acquired by another railroad under a different statutory provision.

When C&NC acquired the Beeson to Connersville line and IHRC's service rights over Whitewater to serve Integrity Metals in a §10902 exempt transaction, it could not invoke the §10907 election. Accordingly, both IHRC and C&NC service rights over the Whitewater track in 1997 were common carrier rights. Whitewater took title to the Connersville segment subject to this common carrier use and agreed to allow IHRC and C&NC to utilize those tracks in common carrier service subsequent to its purchase of the Connersville segment from IHRC.

Whitewater also contends that IHRC abandoned the Connersville segment but this is too far a reach. Under its §10907(g)(1) election, IHRC was exempt from the Board's abandonment jurisdiction under §§10903 – 10905 and did not need to file an abandonment application or exemption with the

Board. However, the election under §10907 did not exempt IHRC from compliance with the provisions of the National Environmental Policy Act (NEPA) or the National Historic Preservation Act. (See Exhibit A) IHRC made no filing of an Environmental or a Historical Report with the ICC before it sold the Connersville segment to Whitewater in 1989. The ICC under 49 C.F.R. Part 1105 administers these acts with respect to railroad facilities and in the absence of the submission of these reports to the ICC, IHRC could obtain no environmental or historical clearances from the Board incident to any “private” abandonment . Indeed, it is evident from transactions involving the Rushville Line that IHRC gave too broad an interpretation to its §10907(g) exemption and failed to comply with environmental and historical reporting requirements which were prerequisites to any private abandonment and sale of its rail assets. (See Exhibit A). Whitewater provides no evidence that IHRC filed an environmental or historical report for the Connersville segment with the ICC and C&NC has no record of such a filing in its records. Thus IHRC did not abandon the Connersville segment prior to conveying that segment to Whitewater.

The cases cited by Whitewater in Section 2 of its legal argument are inapplicable because they do not address the facts presented in this case. In this proceeding, there was a resumption of common carrier rail service by IHRC in 1994 after the Sagamore National decisions. That resumption of common carrier rail service resulted from IHRC’s waiver of its §10907 exemption election in Dockets 32523 and 32582. None of the decisions referred to and relied on by Whitewater with respect to the Connersville segment address this unusual situation. Indeed, in this situation, it is clear that the ability of Whitewater to defeat any rights retained by IHRC to serve shippers on the Connersville segment between 1989 and 1994 were based solely and exclusively on IHRC’s §10907(g) election. That self imposed disability of a part of IHRC terminated in 1994. Thus, this is not a proceeding which involves a question of “residual” common carrier obligation. Instead, it is a case where C&NC is asserting

common carrier service rights acquired from IHRC and authorized by the Board in 1997 in response to C&NC's exemption notice under 49 U.S.C. §10902. In these circumstances, issues of residual common carrier obligation, IHRC's §10907 election or the exempt or abandoned status of the Connersville segment are simply irrelevant.

Finally, a rail acquisition transaction, be it exempted under §10502 or §10907, does not remove the rail assets utilized by the exempted rail carrier from the National Rail Transportation System or the jurisdiction of the Surface Transportation Board. Under §10502, the Board retains jurisdiction to revoke an exemption when it finds that application of Part A – Rail in whole or in part is necessary to carry out the transportation policy of §10101 of Title 49. 49 U.S.C. §10502(d). Under §10907(g)(1) IHRC was never exempt from the provisions of Chapter 107 with respect to rail transportation under a joint rate. IHRC's service to Cohen Bros. and the service provided subsequently by C&NC involve interstate rail transportation under rates and routes involving more than one carrier. Thus, that component of the rail service offered by IHRC remained subject to the jurisdiction of the ICC even during the exemption afforded by §10907(g)(1) from 1981 to 1994.

In view of these considerations, a more basic question is presented. Under what authority did Whitewater acquire a rail line which remained subject to ICC joint rate and route jurisdiction and which continued to be used by IHRC to offer common carrier interstate rail transportation? In 1989, Whitewater did not seek STB authorization under §10901 to acquire this active freight service line from IHRC as respondent's pleadings candidly admit. No STB authorization was obtained in 1989 despite the fact that under 49 U.S.C. §10102 (9) "transportation" includes any equipment "related to the movement of passengers or property, or both, by rail" . . . and " services related to that movement, including . . . handling and interchange of passengers and property . . ." Under §10901, a person may provide transportation over or by means of an extended or additional railroad line only if the Board

issues a certificate authorizing such activity. Whitewater's response to C&NC's Petition provides an extended discussion of the history of the Connersville segment, but it is totally lacking in any explanation as to why Whitewater's purchase of the Connersville segment which extended its main line into downtown Connersville was not approved by the ICC. The only way Whitewater's 1989 acquisition of the Connersville segment could be accomplished without ICC authority was if IHRC retained an implied permanent easement over that segment to provide common carrier rail service to Cohen Bros.

Under Indiana law, an easement will be implied where (1) there was common ownership at the time the estate was severed; (2) the common owner's use of part of his land to benefit another part was apparent and continuous; (3) the land was transferred; and (4) at severance it was necessary to continue the preexisting use for the benefit of the dominant estate. The owner of the dominant estate does not need to show absolute necessity, but there still must be some necessity shown. Hysell v. Kimmel, 834 N.E.2d 1111, 2005 Ind. App. LEXIS 1807 (Ind. Ct. App., September 30, 2005, Decided). At the 1989 conveyance, IHRC retained common carrier operating rights over the Connersville segment to serve Cohen Bros. as evidenced by the various agreements between IHRC and Whitewater. Furthermore, under Indiana law, a railroad abandons its right of way when (1) the ICC issues a certificate relieving the railroad of its common carrier obligation on the right of way and (2) rails, switches, ties, and other facilities have been removed from the right of way pursuant to Ind. Code §32-5-12-6(a)(2). The legislature of Indiana decided that issuance of a certificate of abandonment and removal of railroad facilities sufficiently evidence a railroad's intent to abandon. If both of these statutory elements of abandonment are met, then, as a matter of law, abandonment occurs. Conrail et. al. v. Lewellen et. al., 682 N.E.2d 779, 1997 Ind. Lexis 85 (1997). These acts were never undertaken by IHRC or Whitewater

and accordingly were mere nonuse of the implied easement by C&NC from 2000 to 2004 does not constitute abandonment of the implied easement for rail service to Integrity Metals.

CONCLUSION

Accordingly, C&NC respectfully requests that the Board find that its acquisition of all the rail assets of IHRC's Connersville line, including an implied easement to operate over the Connersville segment were acquired subject to a common carrier obligation by C&NC to provide rail service to Integrity Metal. The §10907(g)(1) exemption election applied only to IHRC and only from 1981 to 1994. It did not remove the Connersville line or the Connersville segment from the National Rail Transportation System or terminate the common carrier status of those rail facilities or the rights of shippers to receive rail transportation via those facilities. In consideration of these facts and legal principles, C&NC respectfully requests that the Board confirm its rights to provide common carrier rail service to Integrity Metals over the tracks of Whitewater.

Respectfully submitted,

RICHARD R. WILSON, P.C.

By: 

Richard R. Wilson, Esq.
Attorney for C&NC Railroad Corporation

RICHARD R. WILSON, P.C.
127 Lexington Avenue, Suite 100
Altoona, PA 16601
(814) 944-5302
Dated: November 30, 2005



SURFACE TRANSPORTATION BOARD

1925 K STREET, N.W.
WASHINGTON, D.C. 20423-0001

December 3, 2003

Mr. Richard R. Wilson
127 Lexington Avenue
Suite 100
Altoona, PA 16601

Dear Mr. Wilson:

This is in response to your request, filed December 1, 2003, for a copy of a 1988 Interstate Commerce Commission staff person's informal advisory opinion. As per that request, enclosed is a copy of the opinion, dated December 13, 1988.

If I can be of further assistance, please let me know.

Sincerely yours,

David M. Konschnik
Director

Enclosure

EXHIBIT A

1324

Interstate Commerce Commission
Washington, D.C. 20423

December 13, 1988

OFFICE OF PROCEEDINGS

FILE IN DOCKET

NO. 30169

Ms. Mary Todd Foldes ✓
Gerst, Heffner, Foldes
& Podgorsky
Suite 1107
1700 K Street, N.W.
Washington, DC 20006

ENTERED
Office of the Secretary
DEC 14 1988
1998 1227
<input type="checkbox"/> Part of Public Record

Dear Ms. Foldes:

On October 13, 1988, I responded to Mr. John Heffner's request for an informal, advisory opinion as to whether Indiana Hi Rail (IHR) may abandon a portion of a rail line without further notice to or regulatory action by the Commission. My response was based on the facts presented by Mr. Heffner in his request. Since then, you have disclosed additional facts in a follow-up request. Based on these new facts, I must modify my prior analysis.

You characterize the decision in Finance Docket No. 30169, Indiana Hi-Rail - Exemp. from 49 U.S.C. Subtitle IV - - Operations Between New Castle and Rushville, IN (not printed), served July 11, 1983, as a complete and total exemption from the Interstate Commerce Act (ICA). Accordingly, you conclude that no further action under the ICA is necessary for IHR to abandon a portion of the exempted line. I must disagree.

The exemption granted in F.D. No. 30169 relieved IHR from the requirement to apply for and obtain formal Commission authority to operate what was then an abandoned rail line between New Castle and Rushville. Beyond that, however, the exemption granted IHR relieved the carrier from complying with all other provisions of the ICA in connection with the acquisition and operation. This meant that IHR could operate the line and abandon it without being subject to Commission regulation. For this reason, I agree that IHR may abandon the line segment between New Castle and Mays without need to comply with or be exempted from the abandonment requirements of 49 U.S.C. 10903-10905.

The decision in F.D. No. 30169 did not address in detail the consequences associated with the possibility that this line or a portion of it could be a future candidate for abandonment. Notwithstanding the broad scope of the exemption, it did not and indeed it could not relieve IHR from its obligation to protect the interests of its employees. The statutory basis for the exemption is the Commission's general exemption power in 49 U.S.C. 10505. This exemption power is not without limit. Specifically, section 10505(g) provides without reservation that,

Ms. Mary Todd Foldes
Page 2

in granting exemptions from regulation, the Commission may not relieve carriers of their obligation to protect the interests of employees, as required by Subtitle IV. Because 49 U.S.C. 10903(b)(2) makes the imposition of labor protective conditions mandatory in the abandonment context, the Commission's exemptions cannot relieve carriers from this specific obligation.

In addition, the Commission does not have the authority to exempt any transaction or service from the provisions of the National Environmental Policy Act (NEPA) or the National Historic Preservation Act. The Commission must address the consequences to the environment of an abandonment that the agency permits, whether it does so by exemption or by exercise of its statutory authority. Apparently an environmental assessment (EA) was not prepared in connection with the operations permitted by the July 11, 1983 exemption decision. Similarly, the July 11, 1983 decision did not assess the environmental consequences of a future abandonment of all or a part of the line. If you abandon absent a Commission environmental review, you risk violation of Federal law.

Sincerely,



Jane F. Mackall
Director

CERTIFICATE OF SERVICE

I hereby certify that I have this 30th day of November, 2005 served a copy of the Petition of RMW Ventures, LLC and C&NC Railroad Corporation for Expedited Confirmation and Correction Regarding Rail Common Carrier Service Rights to Integrity Metals, Inc. Rebuttal Statement upon the following by first class United States Mail, postage prepaid:

Karyn A. Booth, Esq.
Thompson Hine, LLP
1920 N Street, N.W.
Washington, DC 20036-1600



Richard R. Wilson, Esq.