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THOMAS F. MCFARLAND

By UPS overnight mail

Vernon A. Williams, Secretary
Surface Transportation Board
Case Control Unit, Suite 713
1925 K Street, N.W.
Washington, DC 20423-0001

Re: Docket No. AB-308 (Sub-No. 3X), *Central Michigan Railway Company --
Abandonment Exemption -- in Saginaw County, MI*

Dear Mr. Williams:

Plastatech Engineering, Ltd. (Plastatech) hereby submits this limited response in order to correct a material misstatement in the Reply of Central Michigan Railway Company (CMR), filed December 18, 2003, to Plastatech's Petition for Clarification of the Board's decision served October 31, 2003.

Plastatech respectfully requests leave to file this limited response, inasmuch as a reply to a reply otherwise would not be permitted by virtue of 49 C.F.R. § 1104.13(c). The Board should grant such leave so that the record before it will be true and correct.

At pages 5-6 of the CMR Reply, in attempted explanation of its statement in its October 16, 2003 Report that all future rail movements via the transload would be subject to a rebate of \$200 per car, CMR said:

... The October 16 Report was prepared in the context of private negotiations, which were ordered by the Board, between CMR and Plastatech. In those discussions, CMR had initially offered a three-year contract to govern Plastatech's future transload movements. CMR was prepared to go to a five-year term if Plastatech would commit to a minimum number of cars per year . . .

CMR did not offer Plastatech a 3-year contract for future transload movements in discussions leading up to CMR's October 16 Report. Neither did CMR offer Plastatech a 5-year term in those discussions in return for a commitment to ship a minimum number of cars. CMR's offer in those discussions was open-ended as to term. That is also how CMR's offer was described in CMR's October 16 Report.

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LAW OFFICE
THOMAS F. MCFARLAND, P.C.
208 SOUTH LASALLE STREET - SUITE 1890
CHICAGO, ILLINOIS 60604-1112
TELEPHONE (312) 236-0204
FAX (312) 201-9695
mcfarland@aol.com
January 6, 2004



THOMAS F. MCFARLAND

Vernon A. Williams

January 6, 2004

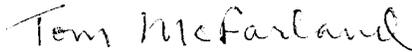
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In a proposed contract submitted to Plastatech in December, 2003, CMR for the first time proposed a 3-year term for its offer instead of the open-ended offer contained in its October 16 Report. Plastatech sought clarification as to that term because the Board's October 31, 2003 decision referred to CMR's October 16 Report, which contained the open-ended offer, and because there is no basis in the record for a 3-year term. CMR's false claim that a 3-year term has a basis in the negotiations leading to its October 16 Report is a material misstatement of fact.

Having submitted a false claim as a predicate for reducing its open-ended offer to a 3-year term, CMR attempts to turn the table by accusing Plastatech of failing to negotiate the term of the offer in good faith. (CMR Reply at 6). This response is being submitted so that the Board can see that the absence of good faith here is on the part of CMR, not Plastatech.

Ten copies accompany the original of this response. All parties are being served. Kindly acknowledge by date stamping the enclosed duplicate copy of this letter and return in the self-addressed stamped envelope.

Very truly yours,



Thomas F. McFarland
Attorney for Plastatech Engineering, Ltd.

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cc: All parties of record