

SURFACE TRANSPORTATION BOARD

DECISION AND NOTICE OF INTERIM TRAIL USE OR ABANDONMENT

Docket No. AB 1317X

KISKI JUNCTION RAILROAD, INC.—ABANDONMENT EXEMPTION—IN
ARMSTRONG AND WESTMORELAND COUNTIES, PA.

Decided: August 15, 2022

On August 13, 2021, Kiski Junction Railroad, Inc. (KJRR), filed a verified notice of exemption under 49 C.F.R. part 1152 subpart F—Exempt Abandonments to abandon two segments of rail line: (1) Line Code 2229, from at or near milepost 30.0 in Alladin, Pa., to milepost 28.8, in Armstrong and Westmoreland Counties, Pa.; and (2) Line Code 2242, from milepost 0.0 at the connection of Line Code 2229, to milepost 4.0, in Armstrong County (together, the Line). Notice of the exemption was served and published in the Federal Register on September 2, 2021 (86 Fed. Reg. 49,409). The exemption became effective on October 2, 2021.

By decision and notice of interim trail use or abandonment (NITU) served on September 30, 2021, this proceeding was reopened, and a one-year period was authorized for Armstrong Trails, Inc. (Armstrong Trails), to negotiate an interim trail use/rail banking agreement with KJRR for the Line, pursuant to the National Trails System Act, 16 U.S.C. § 1247(d).

On July 22, 2022, Armstrong Trails and Armstrong County, Pa. (Armstrong County), jointly filed a letter indicating that Armstrong Trails intends to terminate its trail use negotiations and Armstrong County intends to become the trail sponsor for the Line. Pursuant to 49 C.F.R. § 1152.29, Armstrong County submitted with that letter a statement of its willingness to assume financial responsibility for the right-of-way, and has acknowledged that the use of the right-of-way for trail purposes is subject to possible future reconstruction and reactivation of the right-of-way for rail service. In a letter filed on August 1, 2022, KJRR indicated its willingness to negotiate with Armstrong County for interim trail use and requested that the Board reopen the abandonment exemption to vacate the existing NITU and issue a replacement NITU to allow Armstrong County to negotiate to be the trail sponsor for the Line.¹

¹ Separately on July 22, 2022, Armstrong County submitted a petition seeking issuance of a NITU with respect to approximately 10 miles of what it refers to as “spur” track, extending from milepost 39 in the vicinity of Crooked Creek in the north, and running southwest along the Allegheny River for approximately 10 miles to milepost 30 near Schenley at the termination of the Line. In a letter filed on August 1, 2022, KJRR replied, stating that the 10 miles of track is ancillary track under 49 U.S.C. § 10906 and that, although it connects with the Line, it was not

The interim trail use program is voluntary and consensual between the railroad and the trail sponsor. See Rail Abans.—Use of Rights-of-Way as Trails, 2 I.C.C.2d 591, 598 (1986). Because Armstrong County’s request complies with the requirements of 49 C.F.R. § 1152.29 and KJRR is willing to negotiate for interim trail use, a NITU applicable to Armstrong County will be issued. The parties may negotiate an agreement for the right-of-way during the one-year period prescribed below. If an interim trail use agreement is reached (and thus, interim trail use is established), the parties shall jointly notify the Board within 10 days that an agreement has been reached. 49 C.F.R. § 1152.29(d)(2), (h). If no agreement is reached within one year, KJRR may fully abandon the Line, subject to any outstanding conditions. 49 C.F.R. § 1152.29(d)(1). Use of the right-of-way for trail purposes is subject to possible future reconstruction and reactivation of the right-of-way for rail service.

Accordingly, this proceeding will be reopened and a replacement NITU will be issued for the Line.

It is ordered:

1. This proceeding is reopened.
2. The NITU served on September 30, 2021, is vacated.
3. A replacement NITU applicable to Armstrong County as interim trail sponsor for the Line is issued, effective on the service date of this decision and notice, to permit Armstrong County to negotiate with KJRR for trail use for the Line, for a period of one year from the service date of this decision, until August 15, 2023.
4. If an interim trail use/rail banking agreement is reached, it must require the trail sponsor to assume, for the term of the agreement, full responsibility for: (i) managing the right-of-way; (ii) any legal liability arising out of the transfer or use of the right-of-way (unless the trail sponsor is immune from liability, in which case it need only indemnify the railroad against any potential liability); and (iii) the payment of any and all taxes that may be levied or assessed against the right-of-way.
5. Interim trail use/rail banking is subject to possible future reconstruction and reactivation of the right-of-way for rail service and to the trail sponsor’s continuing to meet its responsibilities for the right-of-way described in paragraph 4 above.
6. If an interim trail use agreement is reached (and thus, interim trail use is established), the

included in the initial trail use request in this proceeding. KJRR also states that it “has not fully abandoned the Spur Track” and that it is willing to negotiate an agreement for interim trail use with Armstrong County for this track. This decision addresses only the request for a replacement NITU for the Line. The request for a NITU for the 10 miles of “spur” track will be addressed in a subsequent decision.

parties shall jointly notify the Board within 10 days that an agreement has been reached. See 49 C.F.R. § 1152.29(d)(2), (h).

7. If interim trail use is implemented, and subsequently the trail sponsor intends to terminate trail use on all or any portion of the right-of-way covered by the interim trail use agreement, it must send the Board a copy of this decision and notice and request that it be vacated on a specified date.

8. If an agreement for interim trail use/rail banking is reached by August 15, 2023, for the right-of-way, interim trail use may be implemented. If no agreement is reached, KJRR may fully abandon the Line, subject to any outstanding conditions.

9. This decision and notice is effective on its service date.

By the Board, Scott M. Zimmerman, Acting Director, Office of Proceedings.