



John K. Fiorilla
856.914.2054
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July 13, 2017

VIA ELECTRONIC FILING

Ms. Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W., Room 1034
Washington, DC 20423-0001

243947

243948

ENTERED
Office of Proceedings
July 13, 2017
Part of
Public Record

Re: **Docket No. AB-55 (Sub-No. 643X)**
CSX Transportation, Inc. -- Abandonment Exemption --
In La Porte, Porter and Starke Counties, IN

Docket No. FD 36076
Chesapeake and Indiana Railroad Company --
Petition for Declaratory Relief

Dear Ms. Brown:

Attached for filing in the above-captioned proceedings is the **Reply of Hoosier Valley Railroad Museum, Inc. to Chesapeake & Indiana Railroad Company's Petition for Reconsideration and Motion to Strike** which includes the Verified Statement of Mark Knebel.

Should any questions arise regarding this filing, please feel free to contact me. Thank you for your assistance on this matter. Kind regards.

Respectfully submitted,

CAPEHART & SCATCHARD, P.A.



John K. Fiorilla
Attorney for Hoosier Valley Railroad Museum, Inc.

JKF:pmb
Attachment

cc: Rachel A. Arndt, Esq. (rachel@peterson-waggoner.com)
Thomas F. McFarland, Esq. (mcfarland@aol.com)
Justin A. Schramm, Esq. (schrammatty@gmail.com)
Janet Gilbert, Esq. (jgilbert@fletcher-sippel.com)
Charles Lukmann, Esq. (clukmann@hwllaw.com)
Thomas Wilcox, Esq. (twilcox@gklaw.com)
Elizabeth South, Esq. (elizabeth.south@co-alliance.com)
John D. Heffner, Esq. (Via first class mail and John.Heffner@strasburger.com)

5177258

BEFORE THE
SURFACE TRANSPORTATION BOARD

CHESAPEAKE AND INDIANA RAILROAD

PETITION TO REOPEN

OFFER OF FINANCIAL ASSISTANCE PROCEEDING

FD 36076

HOOSIER VALLEY RAILROAD MUSEUM, INC.

REPLY TO PETITION FOR RECONSIDERATION AND MOTION TO STRIKE

I.

DISCUSSION AND ARGUMENT

Hoosier Valley Railroad Museum (HVRM) joins with the reply of the Town of North Judson Indiana filed on July 7, 2017 and the further comments it filed on July 12, 2017 in reply to a Petition for Reconsideration and Motion to Strike filed by Chesapeake and Indiana Railroad Company (CKIN) on June 20, 2017 and CKIN's further comments filed on July 11, 2017.

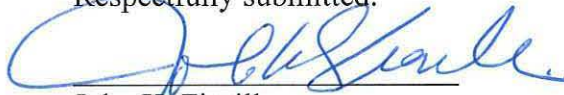
The Verified Statement of R. Powell Felix filed with the Petition and Motion noted above contains several false statements regarding HVRM and its Secretary, Mark Knebel. We attach a Verified Statement from Mr. Knebel in which he recounts the facts regarding HVRM's involvement and helping rescue the line from an abandonment and in which he contests in some detail the following assertions by Mr. Felix.

1. HVRM has never received complaint from CoAlliance or its predecessor or any freight customer that HVRM excursions interfered with freight operations.
2. CKIN has had input regarding waivers that HVRM sought and received from the FRA. Mr. Knebel attaches a letter from Mr. Felix to USDOT regarding input on a waiver is attached to his Verified Statement.
3. HVRM never agreed to indemnify CKIN especially in light of CKIN's failures to live up to its maintenance obligations found in its original agreement with North Judson. HVRM has no obligation to indemnify CKIN for its own failures and negligence.
4. Regarding safety, CKIN's own agents inspected HVRM and performed a safety review during March, 2015. HVRM was found in compliance by CKIN of all FRA requirements.

CONCLUSION

In light of these facts and the argument of the Town of North Judson with which HVRM joins, HVRM asks that the Board deny the Petition of Reconsideration and the Motion to Strike filed by CKIN.

Respectfully submitted.



John K. Fiorilla
Capehart & Scathard, P.A.
8000 Midlantic Dr. Suite 300S
Mt. Laurel, N.J. 08054
(856) 914-2054

VERIFIED STATEMENT OF MARK KNEBEL

Mark Knebel being duly sworn deposes and states as follows:

My name is Mark Knebel and I am Secretary of the Hoosier Valley Railroad Museum, Inc. ("HVRM"). HVRM is an Indiana non-profit corporation which operates a railroad museum and static display site in North Judson, Starke County, Indiana. HVRM operates excursion tourist passenger service primarily between North Judson and LaCrosse, Indiana on the railroad owned by the Incorporated Town of North Judson.

1. Hoosier Valley Railroad Museum (HVRM) was the first advocate to submit a letter dated 12/10/2003 to the STB to preserve the rail line from the proposed CSX Abandonment in Re: STB Docket No. AB-55(Sub-No 643X) CSX Transportation Inc. – Abandonment 32.97 miles Wabash Subdivision, Chicago Div. LaPorte, Porter and Starke Counties, Indiana.
2. CSX first published a notice to abandon in Fall of 1990. HVRM took notice of the abandonment. CSX did not follow through on this notice until 2003 when it again published a notice of abandonment. HVRM was familiar with the provisions of the Inter-Modal Surface Transportation Efficiency Act (ISTEA) which required states to set aside ten percent of their Surface Transportation Program Funds for projects that enhance the existing transportation system.
3. HVRM met with Indiana DOT Multi-Modal officials to discuss the possibility of using the Inter-modal Surface Transportation Act (ISTEA) to save the rail line. INDOT supported this idea and suggested that HVRM garner local support from users on the line.
4. Though HVRM found users who wanted the line to continue in service, it found that none of the users wanted to take over ownership. Eventually, the Town of North Judson, home of HVRM, stepped forward and decided that it would become the owner to help preserve the rail line. HVRM's 2004 Indiana Department of Transportation Enhancement (TE) Application was awarded a grant of 1.5 million dollars for the CSX Wabash

Subdivision Corridor Preservation. An agreement for the grant between the State of Indiana through INDOT and the Town of North Judson was executed on July 22, 2004. (See Exhibit A attached.)

5. The conditions set forth in the agreement state that the purchase of the property from CSX will help to maintain a rail corridor for railway excursions from the transportation museum. The acquisition and operation of the rail facility will remain consistent with current usage. Additional freight activities will not be allowed to operate to the detriment of the historical railway museum located in North Judson and its railway excursions. Any income derived from the use of the tracks purchased under this agreement shall be used for maintenance and operation of the tracks to the benefit of the transportation railroad museum.
6. The conditions in the agreement form the rights and protections afforded HVRM by the State of Indiana. This agreement also has the approval of the Federal Highway Administration (FHWA).
7. In response to the most recent filing of the Chesapeake & Indiana Railroad through its President Powell Felix we respond hereto:
 - A. HVRM has NEVER received a complaint from CoAlliance or its predecessor or any other freight customer that HVRM excursions were interfering with freight movements. HVRM has had nearly 100 face-to-face meetings which included CoAlliance as a part to the North Judson Railroad Advisory Committee from 2004 thru 2015.
 - B. In regards to input by CKIN on HVRM waivers granted by the FRA, CKIN had input until Powell Felix wrote a letter to FRA stating he did not have input. This is a total falsehood. A copy of a letter from Mr. Felix to the USDOT regarding his input on the waiver is attached hereto as Exhibit B.
 - C. Regarding indemnification of CKIN, HVRM has never agreed to do this due to CKIN's failures to live up to its maintenance responsibilities in the original agreement with North Judson.

HVRM has no obligation to indemnify CKIN for its own failures and negligence.

- D. Regarding HVRM and safety, CKIN agents inspected HVRM and performed a safety review during March, 2015. HVRM was found in compliance by CKIN with all FRA requirements. (See Exhibit C attached.)
8. HVRM stands firm on its previous filings and statements. CKIN remains a detriment to HVRM and both the Towns of North Judson and LaCrosse (where CKIN has its headquarters for local operations) support the removal of CKIN as operator for the railroad.

VERIFICATION

Mark Knebel, being duly sworn according to law deposes and states that he holds the position of Secretary with Hoosier Valley Railroad Museum, Inc., is authorized to make this Verification, has read the foregoing document, and knows the facts asserted therein are true and accurate as stated, to the best of my knowledge, information and belief.


Mark W. Knebel
Mark Knebel

Sworn and Subscribed to
before me this 13 day of
July, 2017.

Alan F. Hizer
Notary Public
ALAN F HIZER
Reside Pulaski County, IN
expire July 19, 2023



INDIANA DEPARTMENT OF TRANSPORTATION

Multi-Modal Transportation Division

100 North Senate Avenue, Room N901

Indianapolis, Indiana 46204-2249

(317) 232-1496

FAX: (317) 232-1499

An Equal Opportunity Employer • <http://www.in.gov/dot/modetrans>

JOSEPH E. KERNAN, Governor
J. BRYAN NICOL, Commissioner

Writer's Direct Line
(317) 232-5224

RECIEPT OF DOCUMENTS

This is to confirm the receipt of an original executed agreement between Indiana Department of Transportation and The Incorporated Town of North Judson.

In addition a check is hereby received for the amount of \$1,499,876.35.
Check # 18805941

Received this date, July 26, 2004.

BY:

Connie L. Miller
Clerk-Treasurer



AGREEMENT for TRANSPORTATION ENHANCEMENT FUNDS

THIS AGREEMENT is made and entered this 22nd day of July, 2004, between the State of Indiana, acting by and through the Indiana Department of Transportation (hereinafter referred to as "INDOT"), and the Town of North Judson (hereinafter referred to as "TOWN").

WITNESSETH

WHEREAS, pursuant to I.C. 8-23-8-6, the TOWN and INDOT are authorized to cooperate on projects; and

WHEREAS, the TOWN desires to purchase the CSX Transportation, Inc. ("CSXT") line of railroad in its Western Region, Chicago Division, Wabash Subdivision, extending from Milepost CF 0.63 at LaCrosse to Milepost CF 15.23 at Wellsboro and from Milepost CI 212.55 at North Judson to Milepost CI 230.92 at Malden, a total distance of approximately 32.97 miles, in LaPorte, Porter and Starke Counties, Indiana, traversing through United States Postal Service Zip Codes 46382, 46340, 46390, 46348, 46383 and 46366 (hereinafter referred to as "Corridor") for the purpose of Historic Rail Preservation and Operation; and

WHEREAS, INDOT will grant the TOWN Transportation Enhancement Funds to enable the TOWN to purchase the Corridor.

NOW THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained (the adequacy of which consideration as to each of the parties to this Agreement is hereby mutually acknowledged), and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, INDOT and the TOWN hereby covenant and agree as follows:

ARTICLE I

INDOT RESPONSIBILITIES

- A. INDOT shall grant to the TOWN 75.98% of sale price or approximately \$1.5 million from Transportation Enhancement Funds for the purchase of the Corridor. This is subject to approval from the Federal Highway Administration to participate and fund the project. If the funding received from the Federal Highway Administration for this project is less than eighty percent (80%) of the project cost, then the TOWN shall be responsible for paying the difference.

ARTICLE II

TOWN RESPONSIBILITIES

- A. TOWN shall be responsible for the remaining purchase price of the Corridor, which is estimated to be approximately \$500,000.00. If the funding received from the Federal Highway Administration for this project is less than eighty percent (80%) of the project cost, then the TOWN shall be responsible for paying the difference.
- B. TOWN shall be responsible for implementing service on the Corridor and maintaining the Corridor upon completion of the Corridor.
- C. If, at any time, the TOWN should cease operation on the Corridor, the TOWN shall not be liable for repayment of the \$1.5 million grant, and ownership of the Corridor shall revert to INDOT. "Cease operation" is defined for the purpose of this Agreement as the TOWN no longer providing a public service on the Corridor, abandoning the Corridor pursuant to 49 USC 10903 and/or failure to maintain a running operation on the Corridor for any consecutive twelve month period. .

- D.** The terms and conditions set forth in Paragraph "C" shall apply for a period of seventy-five (75) years from the date of execution of this Agreement.

ARTICLE III

CONDITIONS AND TERMS OF PURCHASE

- A.** Purchase of the property from CSX will help to maintain a rail corridor for railway excursions from the transportation museum. The funding is meant for protective buying purposes since not acquiring the property at this time could jeopardize the existing trackage, and leave the museum unable to operate. Any new usages of the corridor or trackage such as adding a pedestrian trail, or increasing freight operations may impact the use for the historic railroad excursions and would therefore require additional coordination with the FHWA Division office. This could require additional NEPA and Section 106 documentation.
- B.** The acquisition and operation of the rail facility will remain consistent with current usage. Additional freight activities will not be allowed to operate to the detriment of the historical railway museum located in North Judson and its railway excursions.
- C.** Railroad excursions operated by the museum should begin operation on the newly acquired trackage within a reasonable amount of time.
- D.** Any income derived from use of the tracks purchased under this agreement shall be used for maintenance and operation of the tracks and to the benefit of the transportation railroad museum.

ARTICLE IV

A. Non-Discrimination. Pursuant to I.C. 22-9-1-10, TOWN, or its contractor, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

B. Modification/Entire Agreement. This Agreement may be amended from time to time hereafter only in writing executed by INDOT and TOWN and submitted to the Attorney General of Indiana for approval as to form and legality. No verbal change, modification, or amendment shall be effective, unless in writing and signed by the parties and approved by the Attorney General. The provisions hereof constitute the entire agreement between the parties and supersede any verbal statements, representations or warranties stated or implied.

C. Conflict of Interest

As used in this section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party," means:

The individual executing this Contract;

An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or

Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.

The Department will not exercise its right of cancellation under section B above if the Contractor gives the Department an opinion by the Commission indicating that the existence of this contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this section.

Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

B. Governing Laws. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

C. Maintaining a Drug-Free Workplace, Exec. Order #90-5.

- 1) TOWN, or its consultant, hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Agreement a drug-free workplace, and that it will give written notice to the Indiana Department of Transportation and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of TOWN, or its contractor, has been convicted of a criminal drug violation occurring at TOWN's workplace.
- 2) In addition to the provisions of subparagraph (A) above, if the total contract amount set forth in this Agreement is in excess of \$25,000.00, TOWN, or its contractor, hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by TOWN in conjunction with this Agreement and which is appended as an Attachment hereto.
- 3) It is further expressly agreed that the failure of TOWN, or its contractor, to in good faith comply with the terms of subparagraph (A) above, or falsifying or otherwise violating the terms of the certification referenced in subparagraph (B) above shall constitute a material breach of this Agreement.

D. Subsequent Acts. The parties agree that they will, at any time and from time to time, from and after the execution of this Agreement, upon request, perform or cause to be

performed such acts, and execute, acknowledge and deliver or cause to be executed, acknowledged, and delivered such documents as may be reasonably required for the performance by the parties of any of their obligations under this Agreement.

E. Non-Waiver. No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

F. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

G. Assignment. This Agreement shall be binding upon and shall inure to the benefits of the parties, their legal representatives, successors and assigns, provided, however, because this Agreement is personal to each of the parties hereto, no party may sell, assign, delegate, or transfer this Agreement or any portion thereof, including, without limitation, any rights, title, interests, remedies, powers, and/or duties hereunder without the express written consent of the other party.

H. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

I. Attorney General Approval. This Agreement shall not be effective unless and until approved by the Attorney General of Indiana, or an authorized representative, as to form and legality.

- J. Authorizations.** Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- K. Force Majeure, Suspension and Termination.** In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may be given written notice to terminate this Agreement.
- L. Substantial Performance.** This Agreement shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- M. Term Funding Cancellation.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of a multi-term contract, the multi-term contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

N. Indemnification. TOWN, or its contractor agrees to indemnify, defend, exculpate, and hold harmless INDOT, its officials and employees from any liability, loss, damage, injuries, or other casualties of whatever kind, or by whomsoever caused, due to the performance of any of the obligations under this Agreement, whether due in whole or in part to the negligent acts or omissions of INDOT, its officials, or employees; or TOWN, or its contractor, agents or employees, or other persons engaged in the performance of the work; or the joint or several acts or omissions of any of them; including any claims arising out of the Worker's Compensation Act or any other law, ordinance, order, or decree. TOWN, or its contractor, further agrees to pay all reasonable expenses and attorneys' fees incurred by or imposed on INDOT in connection herewith in the event that TOWN, or its contractor, shall default under the provisions of this Section.

O. Debarment and Suspension. TOWN certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or department, agency or political subdivision of the State of Indiana.

P. Ethics. The TOWN and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the TOWN is not familiar with these ethical requirements, the TOWN should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If

the TOWN or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the TOWN may be subject to penalties under Indiana Code § 4-2-6-12.

Q. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that he has not, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

[Remainder of Page Intentionally Left Blank]

Insofar as authorized by law, this Agreement shall be binding upon the parties hereto, their successors or assigns.

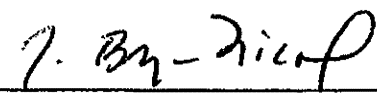
IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

Town of North Judson

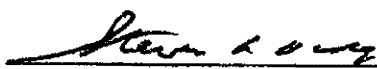
STATE OF INDIANA
Department of Transportation

BY:

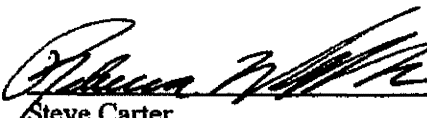

Guy A. Gardin
President, Town Council


J. Bryan Nicol
Commissioner

APPROVED AS TO FORM AND
LEGALITY:


Attorney, Town of North Judson

APPROVED AS TO FORM AND
LEGALITY:

 (FOR)
Steve Carter
Attorney General of Indiana

DATE: 7-22-04

DATE: 7/22/04

Mark Knebel

From: "Powell Felix" <ibcx@webworks2000.net>
To: "Mark Knebel" <knebel99@centurylink.net>
Sent: Tuesday, March 29, 2011 8:34 PM
Subject: Re: Part219 Waiver Extension Request

Mark

I suggest your also mention that all trackage is within yard limits. Otherwise all looks OK.
Powell

From: Mark Knebel
Sent: Tuesday, March 29, 2011 7:31 PM
To: Powell Felix
Subject: Part219 Waiver Extension Request

Powell,

Attached is a draft of a letter I would send FRA in regards to 219 D-J Waiver extension and modification.

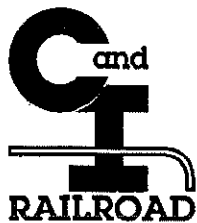
I would like to include the extra class 1 trackage, even if we never utilize it or once or twice a year, especially north of LC for a pumpkin patch stop.

I'm not going to send the original along, I assume they can pull up the old docket number and review the waiver on their end.

Does it read ok ? I assume they will send someone out anyway to review our records and check with you.

Mark





CHESAPEAKE AND INDIANA RAILROAD COMPANY

916 Vine Street • Connersville, Indiana 47331 • Phone (765) 825-0316 • Fax (765) 825-1237
www.indianaboxcar.com

October 10, 2011

Docket Operation Facility
U. S Department of Transportation
1200 New Jersey Ave., SE Room W12-140
Washington, DC 20590

Docket: FR Doc. 2011-16410

Dear Sir or Madam:

The Chesapeake and Indiana Railroad (CKIN) has recently discovered that Hoosier Valley Railroad Museum (HVRM) has petitioned for a waiver from FRA from Part 219. While the waiver would cover operations over CKIN, HVRM never provided CKIN with a copy of the petition. CKIN is concerned that the petition does not fully reflect the operational situation that has changed from the time of the original waiver request in 2006.

In the petition, HVRM states that the only common track for usage by both CKIN and HVRM is the wye at LaCrosse. However, HVRM has periodically stored freight and passenger cars on behalf of third parties and this requires CKIN to operate freight trains over the trackage between LaCrosse and North Judson. HVRM further states that it normally conducts operations on weekends and would not operate at the same time as CKIN. CKIN regularly operates freight trains on weekends and there have been several times when HVRM and CKIN have simultaneously had trains operating. Furthermore, HVRM seeks to expand its prior waiver to include additional track that is clearly heavily used by CKIN in freight operations.

The Chesapeake and Indiana Railroad believes that, given the nature of HVRM's expanded operation, granting this petition for waiver may not be in the best interest of safety.

Sincerely yours,

R. Powell Felix
President

cc: Mr. Michael Long, FRA
✓ Mr. Jason Annen, HVRM
Town of North Judson



October 14, 2011

Docket Operations Facility
U.S. Department of Transportation
1200 New Jersey Avenue, SE., Room W12-140
Washington, DC 20590.

Ref: Docket Number FRA-2006-24647

Dear FRA,

I wish to respond to a correspondence submitted by R. Powell Felix, Pres of the Chesapeake & Indiana Railroad (CKIN), dated Oct 10, 2011.

First, Mr. Felix of CKIN was U.S. Postal Service mailed a copy of the HVRM request to extend waiver FRA-2006-24647, that letter dated April 11, 2011. I personally deposited the letter into the USPS mail stream at the Winamac, IN 46996 postal facility. Prior to that date, on March 29, 2011, myself and Mr. Felix exchanged email communication in regards to the very 219 D-J waiver extension and modification request. A copy of that email exchange is provided here for evidence of truth. As a matter of public record, the petition for waiver of compliance was published to the world on Thursday, June 30, 2011 in the Federal Register.

Secondly, I stand behind the data and information provided in the original petition for waiver dated April 2, 2006, and the data and information provided in the current petition for waiver extension and modification dated April 11, 2011 (docket FRA-2006-24647).

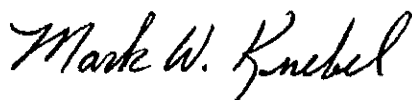
Thirdly, as with any working tourist railroad, equipment (rolling stock) will be shipped in and out, third party equipment brought in for storage, display or operation. HVRM does not move equipment to and from the CSX or NS interchanges along the CKIN. HVRM is prohibited by operating agreement between the Town and CKIN from providing freight service, only CKIN can provide that service to HVRM. On the flip side, CKIN freight operations are not allowed to operate to the detriment of the Hoosier Valley Railroad Museum or its railway excursions. This in agreement between the Federal Highway Administration, Indiana Dept of Transportation, Town of North Judson, Chesapeake and Indiana Railroad, executed in the year 2004.

P.O. Box 75, North Judson, IN 46366

Unfortunately, if Mr. Felix now feels that granting this petition for waiver may not be in the best interest of safety, the burden is on CKIN to yield its operations, as to not detriment the operations of Hoosier Valley Railroad Museum.

On behalf of the volunteer operating crews at Hoosier Valley Railroad Museum, I pray the FRA to approve our petition for renewal and modification of waiver FRA-2006-24647.

Sincerely,



Mark W. Knebel
Secretary, Board of Directors

Cc:

Mr. Michael Long, FRA
Mr. Allan Hallstrom, FRA
Mr. Robert F. Tally, Div Adm, FHWA
Incorporated Town of North Judson
R. Powell Felix, Chesapeake & Indiana Railroad

Attachment:

Email of March 29, 2011

Mark Knebel

From: "Powell Felix" <ibcx@frontier.com>
To: "John Stark" <John.Stark@co-alliance.com>; "John Brammeier" <John.Brammeier@co-alliance.com>; "Joe Cannon" <joc@co-alliance.com>; "Brad Metzger" <Brad.Metzger@co-alliance.com>; "Jan VanDusen" <Jan.VanDusen@co-alliance.com>; "Mike Rudecki" <Mike.Rudecki@co-alliance.com>; "Mark Baldwin" <markb@co-alliance.com>; "njclerk" <njclerk@embarqmail.com>; "Rich Warner" <warnerup4014@gmail.com>; "Mark Knebel" <knebel99@centurylink.net>; "ysr" <ysr@sbcglobal.net>; "Robert Byrd" <robertbyrd.ckin@yahoo.com>; "DWW" <donwantola@yahoo.com>; "Jim Montgerard" <jwmontgerard@yahoo.com>; "Monica Struewing" <m1struewing@yahoo.com>; "Kesha Lainhart" <lainhartkesha@yahoo.com>
Sent: Friday, April 03, 2015 1:38 PM
Attach: CKINTrafRpt15.xls
Subject: CKIN March Traffic

The March traffic report is attached. A busier month with both grain outbound and the Mosaic fertilizer inbound. The Mosaic trains are over for the season. CKIN met with Hoosier Valley RR Museum and performed a safety review during March and I'm pleased to report HVRM was compliant with FRA requirements in the areas reviewed. Also, despite a last stand by Mother Nature, the snow has finally melted and CKIN will be able to install the new oil catch mats on the tracks under where the locomotives regularly sit. The new mats arrived at Connersville just yesterday and will be in by the end of April.
 Powell

