

EO - 2238



FD 35523 Executed MOU - Signature Page

David Navecky to: Hargrave, Rosemary, Louis E. Gitomer

03/12/2014 11:07 AM

The MOU has been executed. The final signature page is attached.

Thanks,

Dave

Dave Navecky
Office of Environmental Analysis
Surface Transportation Board
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202-245-0294
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MOU Executed Signature Page.pdf

March 6, 2014

MEMORANDUM OF UNDERSTANDING
AMONG
SURFACE TRANSPORTATION BOARD,
CSX TRANSPORTATION, INC.
AND
HDR ENGINEERING, INC.

RE: PREPARATION OF A SUPPLEMENTAL ENVIRONMENTAL ASSESSMENT
RELATING TO JOINT USE OF A LOUISVILLE & INDIANA RAILROAD
COMPANY, INC. RAIL LINE BY CSX TRANSPORTATION, INC. AND
LOUISVILLE & INDIANA RAILROAD COMPANY, INC.

I. Introduction and Purpose

- A. On June 14, 2013, and supplemented on July 2, 2013, CSX Transportation, Inc. (CSXT), and Louisville & Indiana Railroad Company, Inc. (L&I) submitted an Application to the Surface Transportation Board seeking Board approval under 49 U.S.C. § 11323 for joint use by CSXT and L&I of L&I's 106.5-mile railroad line between Indianapolis, Indiana, and Louisville, Kentucky. In the Application, CSXT also requested the Board's approval to acquire and use a perpetual, non-exclusive freight railroad operating easement over the rail line (Proposed Transaction).
- B. Pursuant to the National Environmental Policy Act of 1969 (NEPA), the Board's Office of Environmental Analysis (OEA) issued a Draft Environmental Assessment (EA) for the Proposed Transaction on August 30, 2013, for a one month public review and comment period. Comments received raise environmental issues not assessed in the Draft EA. Consequently, OEA has determined that additional environmental analysis is necessary. Therefore, preparation of a Supplemental EA to address the environmental issues raised in

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the comments is warranted, as described in the attached Draft Work Plan (the "Supplemental Analysis").

- C. Pursuant to 40 C.F.R. 1506.5(b), 49 C.F.R. 1105.4(j), and 1105.10(d), OEA has selected and CSXT (Applicant) has agreed to engage, at Applicant's expense, HDR Engineering, Inc. as the Independent Third-Party Contractor (Contractor) for preparation of this Supplemental EA. Contractor shall assist OEA in conducting the environmental review and preparing the Supplemental EA for the Supplemental Analysis and any new comments submitted involving the Proposed Transaction (collectively the "Review"). Contractor's scope of work, approach, and activities shall be under the sole supervision, direction, and control of OEA.
- D. The purpose of this Memorandum of Understanding (Memorandum) is to summarize the relationship among Contractor, Applicant, and OEA, as set forth in applicable regulations and Board policy, regarding the conditions and procedures each party must follow during the preparation of all environmental documentation. This Memorandum does not supersede or amend, and is made expressly subject to, the requirements of NEPA, and, to the extent applicable, related environmental laws, and 49 C.F.R. Part 1105 and 40 C.F.R. Parts 1500-1508.
- E. The Applicant, Contractor, and OEA agree to work within the framework of this Memorandum to develop an efficient method to complete the Supplemental EA. OEA shall maintain overall responsibility for the documentation, analysis, methodology, consultation, and mitigation related to the environmental review process. OEA shall direct, evaluate, oversee, and approve the environmental review process.

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II. Agreement between Applicant and Contractor

- A. Any contract or task order under the existing HDR/CSX General Engineering Master Service Agreement between Applicant and Contractor, and any subcontracts, shall be consistent with the provisions of this Memorandum.
- B. The terms of this Memorandum shall override any contradictory or conflicting terms regarding the scope and performance of any work to be conducted under any contract or task order under the existing HDR/CSX General Engineering Master Service Agreement entered into between Applicant and Contractor; provided, however, that the foregoing shall not limit the rights of Applicant and Contractor to contract on terms requiring that the work be performed cost-effectively.
- C. The contract or task order under the existing HDR/CSX General Engineering Master Service Agreement between Contractor and Applicant shall specifically provide, and Contractor shall represent, that (1) Contractor and any subcontractors do not and shall not have any financial or economic interest in Applicant or the Application, except for payment for services rendered in connection with the preparation of the Supplemental EA and associated environmental documentation, and except for services rendered pursuant to other agreements not prohibited by this Memorandum, and (2) there is no agreement between Applicant or any other party and Contractor regarding future employment that is contingent upon Contractor's performance under this contract. Contractor shall concurrently execute a disclosure statement as mandated by the regulations of the Council on Environmental Quality ("CEQ") (40 CFR 1506.5(c)) and submit it to both OEA and Applicant, before beginning any work under OEA's direction.

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D. Restrictions on other work

- (1) No employee of Contractor or employee of any subcontractor, who is a part of Contractor's core team committed to the environmental review process for the Application shall engage in (a) other work for Applicant, or (b) any work, relating to the Application, for any other party to this proceeding during the course of this proceeding.
- (2) No other employee of Contractor or other employee of any subcontractor shall, unless OEA is provided prior notice of and approves such work, engage in any work relating to the Application before the Board, or any cooperating agencies that may elect to participate in this process, or any other party to this proceeding during the course of this proceeding.

E. Applicant shall bear the costs incurred by Contractor, and by any subcontractor approved by OEA in accordance with Section III.A, in preparing the Supplemental EA and associated environmental documentation, as outlined in the attached Draft Work Plan. Applicant agrees to hold harmless and indemnify the United States of America and the Board with respect to any and all claims, demands, causes of action, and the like which may arise in performing the work under the contract between Contractor and Applicant.

F. Any contract between Contractor and Applicant shall specifically limit any remedies available to Contractor or subcontractors upon termination of the contract to affirmatively relieve the United States of America, the Board, and any officer, agent, or employee, from any liability from terminating the contract.

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III. Contractor Responsibilities

A. Contractor may engage subcontractors to perform work related to environmental review in preparation of the Supplemental EA, subject to the provisions of Sections II.C and II.D. All work performed by Contractor or any subcontractors shall be under the sole direction, control, supervision, and final approval of OEA. Contractor and subcontractors, if any, will act as the agent(s) of the Board, not Applicant, in performing its/their duties.

B. Contractor shall provide:

- (1) Appropriate expertise in the areas of environmental concern (including, but not limited to air quality, biological resources, hydrology, land use, safety, noise, social and economic, and cultural/historic resources, as outlined in the attached Draft Work Plan).
- (2) A good working knowledge of environmental laws, applicable laws and regulations (including environmental regulations) administered or promulgated by the Board, Council on Environmental Quality regulations and guidelines, other applicable federal regulations, state laws and regulations, and applicable local ordinances and regulations.
- (3) The capability to perform environmental impact analysis and prepare appropriate environmental documentation.
- (4) Thorough, readable, technically sound, and informative environmental documents, as well as related charts, maps, diagrams, etc.

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- (5) As needed and determined by OEA, representatives to attend and/or facilitate meetings with federal, state, regional, and local agencies, other interested parties and Applicant for the purpose of exchanging and obtaining information, explaining the Review and related environmental concerns and impacts, and receiving comments in preparing the required environmental documentation.
 - (6) Expertise in data management.
 - (7) Assistance to OEA in ensuring that the data collection, analyses, and methodologies for the environmental documents are complete, accurate, and relevant to OEA's needs for the Review under NEPA.
- C. Contractor shall maintain and provide OEA upon request:
- (1) Adequate record-keeping and reporting systems to assure preservation of all data gathered, including surveys, studies, etc.
 - (2) Logs summarizing all telephone calls, meetings, document reviews, and other substantive communications with OEA, Applicant, local governments, governmental agencies, citizens' groups, and any other interested parties.
 - (3) Lists of all agencies, other railroads, citizens' groups, organizations, and individuals (including their respective addresses and telephone numbers) contacted in preparing the environmental documentation.
- D. Contractor shall perform the work outlined in the attached Draft Work Plan in a timely, responsive, satisfactory, and cost-effective manner, pursuant to a work schedule developed with OEA in coordination with Applicant and approved by OEA.

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- E. Contractor shall assist OEA in coordinating the exchange of all relevant environmental information and technical data/studies related to the Supplemental EA and OEA in preparing all required environmental documentation among OEA staff, Applicant's staff and representatives, Contractor, and any subcontractors, related to the Proposed Transaction and necessary in preparing all required environmental documentation.
- F. Contractor will submit directly to OEA any and all work Contractor performs in preparing all required environmental documentation, studies, surveys, etc. Contractor, and any subcontractors, shall not disclose the results of their work nor release any of the underlying work papers, drafts, or other materials prepared under the contract to anyone, including Applicant, without OEA's express authorization. **In no case shall Applicant be provided the opportunity to modify or edit Contractor's work prior to submission to OEA, without OEA's express authorization.**
- G. Contractor shall follow the directions and instructions of OEA, and incorporate them into the environmental document(s) in a timely and responsive manner. Contractor shall submit preliminary and final drafts of any documents to OEA for final review and approval.
- H. Contractor shall provide OEA access to and the right to review all procedures and underlying data used in Contractor's development and preparation of any and all environmental documents. This includes, but is not limited to, field reports/surveys, technical studies and analyses, subcontractor reports, and interviews with concerned private and public parties, whether or not such information may be reflected in draft, supplemental, or final environmental documents submitted to OEA.

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- I. Contractor, and any approved subcontractors, shall cooperate fully with OEA in organizing, participating in, and conducting any public workshops, informational meetings, and other meetings, as OEA determines are necessary and as outlined in the attached Draft Work Plan, to foster public understanding of and/or participation in the environmental review process, and to assess potential environmental impacts and develop mitigation measures related to the Review.
- J. Contractor will assist OEA in reviewing comments received in response to the preliminary consultation letter, drafting a summary of rail-related comments, and coordinating analysis of these comments with OEA.
- K. Contractor shall assist OEA in preparing the required environmental documentation, environmental recommendations, selection of alternatives, and development of mitigation measures.
- L. The Contractor's Project Director, Project Manager, and other technical experts, as appropriate, shall be available to attend meetings, briefings, consultations, and site visits as OEA deems necessary, as outlined in the attached Draft Work Plan. The Project Director and the Project Manager shall devote as much time to environmental review of the Proposed Transaction as is necessary to assure Contractor's performance of its responsibilities under this Memorandum. This work commitment will extend for the entire time necessary to complete the environmental review for the Supplemental EA.
- M. Except as specifically authorized by OEA, Contractor and any of its subcontractors shall refer all media/press inquiries directly to OEA.

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- N. As needed, Contractor will provide technical expertise and administrative support to OEA during preparation of the Board's decision and in addressing any environmental issues arising in the Board's consideration of STB Docket No. FD 35523. In the event of any appeal from a Board decision in this proceeding, the parties hereto shall at that time determine the need for and terms of Contractor's services in connection with judicial review of that decision.

IV. Applicant Responsibilities

- A. Applicant shall retain and pay Contractor to assist in preparing all required environmental documentation and services, as that assistance and its costs are defined by a contract to be negotiated and executed by Applicant and Contractor, and in the Work Plan described in Section VI.
- B. Applicant, including its staff and representatives, shall provide to OEA and Contractor any requested supportive expertise, resources, data, and technical capabilities necessary to undertake the environmental analysis, subject to the right of Applicant to advise OEA of any request received from OEA or Contractor that Applicant believes either is not germane to matters appropriately reviewed in the environmental review process, is contrary to applicable statutes and regulations, would impose an extraordinary burden on Applicant, or is subject to the right of Applicant to maintain confidentiality as to proprietary, privileged, or other information which is not otherwise subject to disclosure. In the event that Applicant so advises OEA, OEA shall determine whether the request is appropriate and shall so advise Applicant and Contractor of its determination. OEA shall, to

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the extent possible, maintain the confidentiality of any information if so requested by Applicant.

- C. Applicant shall cooperate fully with OEA in organizing and participating in any public workshops, hearings, and meetings, as OEA determines are necessary, as outlined in the attached Draft Work Plan (1) to foster public understanding and/or participation in the environmental review process, and (2) to assess potential environmental impacts and mitigation measures related to the Review.
- D. With respect to all reports, analyses, and documents, including drafts, supplements, and final copies of the environmental documents, Applicant shall be responsible for Contractor's administrative and clerical costs, as well as the costs of graphics, maps, layout, mailing, and printing, as those costs are defined by a contract to be negotiated and executed by Applicant and Contractor. However, Applicant shall have the option of directing that the printing of the environmental documentation be performed by a private entity, rather than OEA. Applicant shall be solely responsible for the cost of preparing and providing to OEA the appropriate number of copies of all required environmental documentation.
- E. Applicant shall provide complete, accurate, relevant, and timely responses to all reasonable requests for information pertaining to the Supplemental EA to the Board, and the environmental aspects and effects of the proposed rail construction and operation.

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- F. In the event of any litigation resulting from the environmental analysis in this proceeding, OEA shall at that time determine the need for and terms of Contractor services in connection with any litigation.

V. Board/OEA Responsibilities

- A. The Board is responsible for ensuring compliance with the requirements of NEPA and other applicable environmental statutes and regulations by preparing appropriate environmental documentation.

B. OEA shall:

- (1) Direct, review, and approve all phases of preparing all required environmental documentation, including the work of Contractor, using OEA's best efforts to ensure that the work is reasonably necessary to conduct the environmental review process for the Supplemental EA and the work is within the scope of NEPA requirements. For example, OEA shall ensure that Contractor considers existing data and environmental analyses available from the Applicant, OEA, and other sources, and that Contractor does not duplicate work already done, unless OEA determines that the existing data is not adequate for use in preparing the environmental documentation.
- (2) Designate appropriate staff to review and approve all work as it is developed and completed.
- (3) Ensure that its representatives attend meetings, as needed, with federal, state, regional, and local agencies, and other interested parties, as well as

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any public hearings or meetings, to exchange information, explain the Supplemental EA and related environmental concerns and impacts, obtain technical input, and receive comments in preparing all required environmental documentation.

(4) Coordinate, with Contractor's assistance, the exchange of information among any planning, design, or construction engineers or technical staff employed by Applicant and Contractor.

C. OEA will periodically review the work of Contractor to ensure that the Board's responsibilities under NEPA and related environmental laws and regulations are being satisfied. As each portion of any draft or final document is completed, OEA staff shall review and approve that portion and those tasks completed, and/or direct further work with regard to that portion or task, as outlined in the attached Draft Work Plan.

D. OEA will monitor Contractor to ensure that Contractor is making adequate progress toward meeting specific time frames established in the Work Plan described in Section VI. If OEA determines these commitments are not being met, it will notify Applicant of its findings. It will be the responsibility of the OEA to recommend any necessary corrective action to be taken under this Memorandum.

E. In all instances involving questions concerning the content or relevance of any material (including all data, analyses, charts, and conclusions) prepared by Contractor, OEA shall make the final determination on including, deleting, or revising any such material in the environmental documents.

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- F. To coordinate the preparation of all required environmental documentation, and to verify Review-related data, OEA may hold joint meetings or teleconferences with Applicant and Contractor. As necessary, OEA may exclude Applicant from participation. OEA may also consult directly with appropriate federal, state, and local officials and other interested parties. Applicant shall provide complete, accurate, relevant, and timely responses to all reasonable requests for information pertaining to the Supplemental EA to the Board and the environmental aspects and effects of the Review.
- G. OEA, with the assistance of Contractor, will be responsible for organizing and conducting any public workshops or meetings that may be necessary in preparing the Supplemental EA.
- H. OEA, with the assistance of Contractor, will receive all relevant comments submitted in response to the preliminary consultation letter and Supplemental EA. At the close of any public review and comment period, OEA shall identify the issues and comments that will require a response from the Board. OEA may direct comments to Applicant and to Contractor, as appropriate, to be included in the Final EA. OEA may modify these responses as appropriate.
- I. OEA shall prepare final recommendations for the Board.
- J. OEA shall retain responsibility for deciding the environmentally preferable alternative, and any mitigation measures to be included in the final environmental document.

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- K. At the conclusion of the proceeding for the Proposed Transaction, Applicant may request OEA to authorize the Contractor to provide Applicant data collected during the environmental documentation process. OEA shall timely review such request and provide instructions to Contractor to release such data to Applicant.

VI. Work Plan

- A. Contractor, in consultation with OEA and Applicant, has submitted a draft Work Plan to OEA for preparing the required environmental documentation. Within five (5) days after all parties have signed this Memorandum, Applicant shall issue the Notice-to-Proceed to Contractor. The draft Work Plan contains, at least, the following elements:

- (1) A description of all work to be performed (including sending consultation letters; outlining and drafting environmental documents; conducting analyses, etc.).
- (2) The projected schedule for completing the various tasks described.
- (3) Identification of Contractor's staff members who will be responsible for preparing, analyzing, and reviewing the work.
- (4) An outline of the environmental analysis.

- B. OEA, in consultation with Contractor and Applicant, shall finalize the Work Plan in a timely manner.
- C. Subsequent to consultation with Contractor and Applicant, OEA may amend the Work Plan from time to time as the environmental review of the Review may

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necessitate. The parties hereto shall consult at least twice per month to confirm that the Work is being performed in the most efficient and cost-effective manner and to consider possible measures to improve the efficiency and cost effectiveness of performance of the Work.

VII. Disputes

Disputes between the parties may arise regarding the environmental review process, including approach, methodology, analysis, conclusions, and performance of the obligations of the parties to this Memorandum. The parties agree to seek resolution of disputes among the individuals or parties directly involved. In the event that resolution is not achieved, the parties agree to make further attempts at resolution before bringing the dispute to the next supervisory level, and all individuals or parties directly involved shall be notified in the case of such a referral to the next supervisory level. In addition, the parties may seek independent facilitation or mediation to assist in resolving disputes in the event that resolution is not achieved.

VIII. Nonperformance and Termination

- A. Applicant or Contractor shall notify OEA of any concerns either party might have with respect to the other party's performance under the contract or task order between Applicant and Contractor or this Memorandum. All parties will attempt to resolve, in good faith, any disputes or disagreements.
- B. If OEA determines that either Contractor or Applicant is not adequately performing its responsibilities and duties in accordance with this Memorandum, OEA will discuss its concerns with Contractor and Applicant. If OEA's concerns cannot be

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satisfactorily resolved, OEA will notify Applicant that OEA is removing Contractor for cause, or direct Applicant to comply with the Memorandum. Upon removal of Contractor, OEA shall endeavor to replace Contractor with another qualified Contractor as soon as practicable.

- C. Both Applicant and Contractor shall immediately notify OEA of any attempt by either party to modify or terminate the contract or task order between Applicant and Contractor. Termination of the Contract or task order shall be subject to OEA's prior approval, after consultation with Applicant and Contractor. Upon approving termination of the contract, OEA shall endeavor to replace Contractor with another qualified Contractor as soon as practicable. Notwithstanding the foregoing, Applicant may terminate the contract or task order without OEA's approval in the event that it withdraws its Application.

IX. Modification

This Memorandum may be modified only by written amendment executed by OEA, Applicant, and Contractor.

X. Counterparts

This Memorandum of Understanding may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.

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ATTACHMENT

DRAFT WORK PLAN

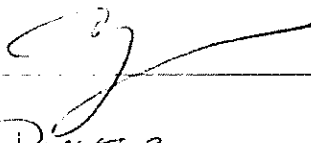
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MEMORANDUM OF UNDERSTANDING

AMONG
SURFACE TRANSPORTATION BOARD,
CSX TRANSPORTATION, INC.
AND
HDR ENGINEERING, INC.

RE: PREPARATION OF A SUPPLEMENTAL ENVIRONMENTAL ASSESSMENT
RELATING TO JOINT USE OF A LOUISVILLE & INDIANA RAILROAD COMPANY, INC.
RAIL LINE BY CSX TRANSPORTATION, INC. AND LOUISVILLE & INDIANA
RAILROAD COMPANY, INC.

CSX TRANSPORTATION, INC.

By: 

Title: Director

Date: 3/6/14

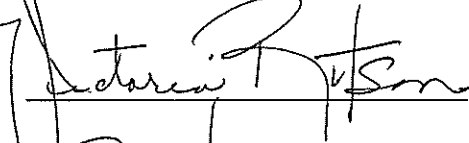
HDR ENGINEERING, INC.

By: 

Title: Sr. Vice President

Date: 3/6/14

SURFACE TRANSPORTATION BOARD

By: 

Title: Director

Date: March 12, 2014

Draft Work Plan

**STB Docket No. FD 35523
CSX Transportation Inc. - Joint Use – Louisville and
Indiana Railroad Company, Inc.**

Supplemental Environmental Assessment

February 12, 2014

Lead Agency:
Surface Transportation Board,
Office of Environmental Analysis

Information Contact:
David Navecky, Project Manager

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Attachments

Attachment 1 Summary of Methodologies

Chapter 1

Project Management

1.1 Overview

On June 14, 2013, and supplemented on July 2, 2013, CSX Transportation Inc. (CSXT) and the Louisville & Indiana Railroad Company (L&I) submitted an application to the Surface Transportation Board (STB) seeking approval for joint use by CSXT and L&I of L&I's 106.5-mile rail line from its connection with CSXT near Indianapolis, Indiana, to its connection with CSXT near Louisville, Kentucky (the Line). In order to jointly use the Line with L&I, CSXT seeks STB authority to acquire and jointly use a perpetual, non-exclusive railroad operating easement. The Line is located in Bartholomew, Clark, Jackson, Johnson, Marion, and Scott counties in Indiana, and Jefferson County, Kentucky. According to CSXT, the Proposed Transaction would increase CSXT's ability to control its traffic in the Midwest, particularly in its Louisville to Cincinnati corridor (LCL Subdivision), and enhance the efficiency of its operations.

On August 30, 2013, STB's Office of Environmental Analysis (OEA) issued for public review and comment a Draft Environmental Assessment (EA) evaluating the potential environmental impacts of the Proposed Transaction and proposing environmental mitigation to minimize potential impacts.

On November 20, 2013, STB determined that some of the comments received in response to the Draft EA raised environmental issues not assessed in the Draft EA. Consequently, OEA determined that additional analysis is necessary and that preparation of a focused Supplemental EA to address the environmental issues is warranted.

After the focused Supplemental EA is issued, OEA will provide a 30-day public comment period. OEA will address comments received in response to the Draft EA and Supplemental EA in a single Final EA.

1.2 Supplemental EA Development

HDR Engineering, Inc. (HDR) has been retained by CSXT to serve as OEA's third-party contractor for preparation of the Supplemental EA. HDR will work under the exclusive direction of OEA and will submit all work items to OEA. HDR will furnish all personnel, necessary coordination with any subcontractors, equipment, materials, supplies, incidentals, and transportation necessary to complete the Supplemental EA as described in this Work Plan.

HDR will manage the financial and technical requirements of the Supplemental EA in a manner that complies with a Memorandum of Understanding (MOU) to be executed among CSXT, OEA, and HDR, and in compliance with ongoing direction from OEA. HDR will:

- 1) Participate in teleconferences twice a month, as needed, for the duration of the project to discuss project status and progress with OEA.

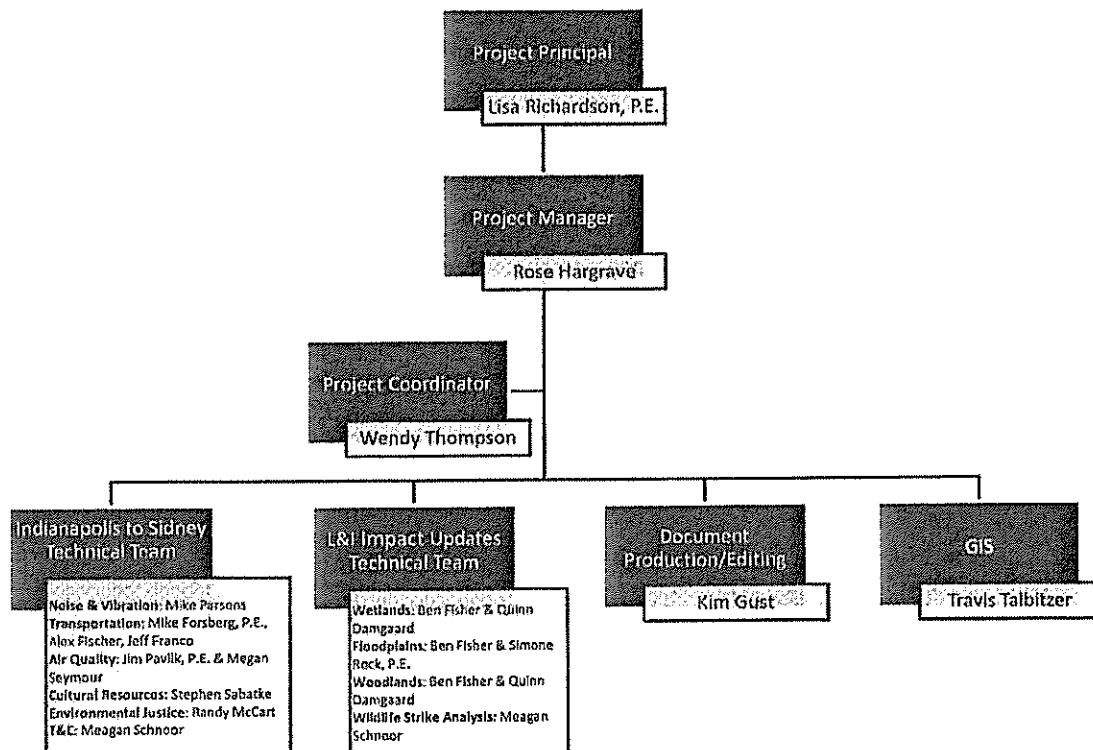
- 2) Provide regular coordination and status updates to OEA.
- 3) Fulfill information requests from OEA.
- 4) Develop and monitor information requests to CSXT.
- 5) Support OEA's administrative needs as requested.
- 6) Support OEA in responding to informational requests from resource agencies, the public, and other interested parties.

1.3 Execution Plan

HDR will prepare the following deliverables:

- 1) Draft Work Plan
- 2) Final Work Plan
- 3) Working Draft of Supplemental EA
- 4) Supplemental EA
- 5) Final EA (document production only)

The HDR staff who will prepare these deliverables are shown in the organization chart below.



1.4 Detailed Schedule

OEA has identified the following preliminary schedule for the project; key milestones are shown in bold typeface.

Milestone	Completion Date
Draft Work Plan submitted to OEA	Feb 7, 2014
OEA, CSXT, HDR MOU executed	Feb 19, 2014
OEA comments on Draft Work Plan submitted to HDR	Feb 10, 2014
Task Order issued by CSXT/HDR Notice to Proceed	Feb 21, 2014
HDR incorporates OEA comments and submits Final Work Plan	Feb 28, 2014
Consultation letters mailed to agencies and Tribes	Feb 28, 2014
Comments due from agencies and Tribes	Mar 31, 2014
Wetland/Woodland field verification	Mar 31–Apr 4, 2014
Operational changes portion of Supplemental EA (Transportation, T&E, Air Quality, Noise and Vibration, Cultural Resources, EJ)	
- Draft submitted to OEA	Apr 18, 2014
- OEA comments submitted to HDR	Apr 25, 2014
- HDR incorporates OEA comments	May 9, 2014
CSXT and L&I rail lines wildlife strikes portion of Supplemental EA	
- Draft submitted to OEA	Apr 25, 2014
- OEA comments submitted to HDR	May 2, 2014
- HDR incorporates OEA comments	May 16, 2014
Construction impacts portion of Supplemental EA (Wetlands, Floodplains, Woodlands/Trees)	
- Draft submitted to OEA	Apr 25, 2014
- OEA comments submitted to HDR	May 2, 2014
- HDR incorporates OEA comments	May 16, 2014
Working Draft of Supplemental EA to OEA for review	Jun 6, 2014
OEA comments on Working Draft of Supplemental EA submitted to HDR	Jun 20, 2014
HDR incorporates OEA comments on Working Draft of Supplemental EA and submits Supplemental EA	Jul 3, 2014
OEA approves Supplemental EA	Jul 11, 2014
HDR begins document production of Supplemental EA	Jul 14, 2014
Supplemental EA issued/mailed	Jul 18, 2014
30-day Comment Period Closes	Aug 18, 2014
OEA prepares Final EA	Aug 18–Sep 22, 2014
HDR begins document production of Final EA	Sep 22, 2014
Final EA issued/mailed	Sep 26, 2014

1.5 Communication Plan

HDR is the contractor responsible for all project management and administration tasks related to preparation of the Supplemental EA. HDR staff members listed on the organizational chart found on page 1-3 are primarily from HDR's Omaha, Nebraska, office.

Rose Hargrave, project manager, has overall responsibility for managing HDR's team to ensure all tasks are completed to OEA's satisfaction, are delivered on time and within budget, and are of the highest quality. Rose is supported by Wendy Thompson. As project

coordinator, Wendy will assist Rose with completing project deliverables. Her role will also include day-to-day management of project data and records.

Lisa Richardson is serving as project principal. Lisa will advise the team as needed, ensure that relationships are positive and productive, and provide an overall review of deliverables.

Table 1
HDR Management Team Contacts

Name	Role	Organization	Office Phone	Cell Phone	Email
Rose Hargrave	Project Manager	HDR Engineering Omaha, NE	402-399-4881	402-679-3272	rosemary.hargrave@hdrinc.com
Wendy Thompson	Project Coordinator	HDR Engineering Omaha, NE	402-399-1341	402-515- 2434	wendy.thompson@hdrinc.com
Lisa Richardson	Project Principal	HDR Engineering Omaha, NE	402-926-7026	402-618-9865	lisa.richardson@hdrinc.com

HDR will work under the sole direction of OEA. OEA will make the final determinations regarding Supplemental EA content and on the inclusion or deletion of any material in the Supplemental EA.

For clarity, roles and responsibilities and communication protocols among HDR, OEA, the project proponent (CSXT), and resource agencies are discussed below. No public meetings or public hearings are anticipated.

1.5.1 Communications with OEA

HDR will report directly to Dave Navecky, the OEA project manager. The HDR project manager, Rose Hargrave, will primarily handle day-to-day communications with OEA. HDR team members are linked to each other and to the OEA project manager by phone, email, and fax for fast and efficient communication. HDR will deliver information to the OEA project manager through email, phone, fax, or mail.

The HDR project manager will provide regular coordination and status updates to the OEA project manager. Other HDR staff may also participate with the approval of OEA. The following meetings and teleconferences are proposed:

- Kick-off teleconference to review the project Work Plan and initiate the project
- Teleconferences twice a month as needed for the duration of the project to discuss project status and progress
- Teleconferences to review the Working Draft of the Supplemental EA

Meeting agendas will be prepared for all external and substantial meetings. HDR will provide OEA with notes taken during each teleconference.

Correspondence concerning this project with the resource agencies will be prepared by the OEA project manager and/or the HDR project manager and formatted and mailed by HDR.

The OEA project manager will approve all formatted final correspondence before it is mailed.

1.5.2 Communications with Project Proponent (CSXT)

All communications related to preparation of the Supplemental EA will be channeled through OEA. If direct communication between HDR and CSXT is necessary, OEA will be copied on any and all communication and apprised of any conversations pertinent to the project.

Monthly progress reports as well as monthly billings will be submitted by the HDR project manager to CSXT.

1.5.3 Agency Coordination and Meetings

HDR will provide planning support and will participate in any meetings necessary with resource agencies (USFWS, state agencies, etc.), Tribes, communities, and interested parties. No public meetings are anticipated at this time. HDR will be responsible for the following:

- Meeting materials for review by OEA
- Logistical support for meetings
- Attendance at meetings
- Summary of meetings

HDR will update the existing Draft EA mailing list to include additional state agencies (including Kentucky, Indiana and Ohio), tribes, communities, and interested parties potentially impacted by operational changes, and to update the current list. The mailing list will be updated throughout the project to make additions, corrections, and deletions. OEA will draft a letter to agencies, Tribes, communities, and interested parties requesting comments regarding the operational changes on CSXT's Indianapolis Line Subdivision line, Indianapolis Belt Line between L&I MP 4.0 and CSXT's Indianapolis Line Subdivision, and CSXT trackage connecting the L&I to its main lines in Louisville, Kentucky, and notifying them that a focused Supplemental EA will be prepared. OEA will also provide envelopes for the initial coordination letter. HDR will be responsible for mailing these agency letters.

1.5.4 External Communications

Although not anticipated, communication protocol for all types of "external" project communications—press releases, media briefings, telephone interviews, and communications with elected officials—requires that a single point of contact be maintained only with the HDR project manager, Rose Hargrave, who would direct any and all inquiries to OEA.

All substantial external meetings will be documented. As noted above, all meeting records will be distributed to the HDR project manager, who will distribute them to the OEA project manager and other team members, as appropriate.

1.5.5 Confidentiality

All information being collected or developed is considered confidential and is not to be released without approval of the OEA project manager.

1.6 Quality Control Plan

The HDR project manager is ultimately responsible for quality and will review all materials prior to submission to OEA. The HDR project manager will also ensure that following submittal of draft products to OEA, OEA comments are incorporated appropriately. For specific resource areas, more senior resource professionals not directly involved in the project will review technical products developed by the resource leads, as needed. HDR's technical editor will ensure that OEA's document requirements, language, and formatting preferences are reflected in deliverables.

Quality control reviews are assumed for the following deliverables: Draft and Final Work Plan, mailing list, agency coordination materials, Working Draft Supplemental EA, Supplemental EA, printed Supplemental EA, and printed Final EA. Key deliverables, including the Supplemental EA, will be reviewed in their entirety by the HDR project manager and the HDR project principal prior to submittal to OEA.

Chapter 2

Environmental Analysis

2.1 Supplemental EA

Under the direction of OEA, HDR will prepare a focused Supplemental EA to address the key issues and resources identified below. As aggregated supplementary analyses are completed, they will be provided to OEA for comments and discussion during scheduled conference calls. HDR will prepare a working draft of the Supplemental EA in its entirety for review by OEA, and revise the working draft of that document to reflect OEA comments. The focused Supplemental EA will refer to the existing Draft EA, identifying the appropriate chapters/sections of the Draft EA, but presenting only supplementary information.

2.1.1 Description of Work

The Supplemental EA will address the following:

- A. Potential impacts from Transaction-related increases in train traffic on CSXT's Indianapolis Line Subdivision between Indianapolis and Sidney, Ohio (the Indianapolis Line Subdivision); and CSXT's Indianapolis Belt Line between L&I MP 4.0 and CSXT's Indianapolis Line Subdivision, and CSXT trackage connecting the L&I Line to CSXT's LCL Subdivision in Louisville, Kentucky (the Connecting Lines). All resource areas will be addressed with respect to the Indianapolis Line Subdivision and the Connecting Lines; however, because no construction is proposed along any of these lines, many resources will be addressed with summary discussions noting no impacts.
- B. Potential operational impacts on the Indianapolis Line Subdivision and the Connecting Lines. There are no Transaction-related construction activities proposed on the Indianapolis Line Subdivision and the Connecting Lines, and the analysis of the Indianapolis Line Subdivision and the Connecting Lines will be limited to the evaluation of the 11 to 15 trains per day increases on these lines. Data collection includes collection of relevant hardcopy and electronic data and updating the existing GIS database with the relevant information.

As directed by OEA, analysis will focus on the following resources potentially impacted by operational changes. Analysis of these resources will use the same methodologies as those used in the Draft EA, unless otherwise noted:

- Transportation
 - Traffic Delay
 - Emergency Vehicle Delay
 - Safety

- Threatened & Endangered (T&E) Species
 - Air Quality
 - Noise and Vibration
 - Cultural Resources
 - Environmental Justice (EJ)
- C. Quantification of specific resource impacts associated with the potential construction of up to two sidings and extension of up to two sidings along the L&I Line. Specifically, the impacts on the following resources will be quantified:
- Wetlands –it will be determined if the construction will affect wetlands, and if so, wetland impacts will be quantified by wetland type
 - Floodplains
 - Woodlands/Trees

Wetland impacts would be quantified along the L&I line at the four siding locations only. It is assumed that field work can be completed by two biologists during two 8-hour days, with one additional day for travel. It is assumed that field work would be accomplished under the protection of L&I flagging, and if necessary, cost for flagging will be included as an expense. L&I would provide/acquire access to all property for field work.

Floodplain and woodlands/trees impacts would be quantified using desktop analysis of Federal Emergency Management Agency (FEMA) flood insurance rate maps, aerial photography, and other publicly available digital information. Impacts would be quantified along the L&I line at the four siding locations only.

- D. As directed by OEA, the discussion and analysis of potential wildlife strikes resulting from train traffic changes along the affected CSXT and L&I rail lines will be expanded to address the likelihood of wildlife strikes based on surrounding habitats and the net potential for wildlife strikes resulting from train traffic changes.

A new methodology to address wildlife strikes will be developed in conjunction with OEA and will be coordinated with appropriate resource agencies. HDR assumes that the wildlife strikes analysis will include review of existing Draft EA methodology, review of methodologies for recent STB projects, review of relevant scientific literature, and development of a new analysis methodology.

Rail lines with a change in train traffic of seven or fewer trains would not be included in the wildlife strike evaluation. For estimate of effort for the analysis, it is assumed that the eventual methodology will include the following: coordination with resource agencies for available wildlife population and habitat data, general habitat classification of linear habitat adjacent to rail lines using publicly available aerial photographs and remote sensing data, and a site visit to ground truth desktop habitat

classifications. It is assumed that the site visit can be completed by two biologists during four 8-hour days, with an additional day for travel. It is assumed that ground truthing can be completed via adjacent roadways and no direct access to CSXT right-of-way will be required.

2.1.2 Supplemental EA Distribution

Supplemental EA distribution would include the following:

- A standard PDF format will be used for the electronic version of the Supplemental EA. The PDF will not include hyperlinks for chapters, Table of Contents, acronyms, or terms.
- For distribution, 125 CD copies of the Supplemental EA will be produced and mailed.
- An additional 15 paper copies (main body only, with the entire document including appendices provided on CD) of the Supplemental EA will be produced and provided to OEA.

2.2 Final EA

A Final EA will be prepared by OEA to address comments received on the Draft EA as well as any comments on the Supplemental EA. Then HDR will complete the document production of the Final EA.

Final EA distribution would include the following:

- A standard PDF format will be used for the electronic version of the Final EA and will be provided by OEA.
- For distribution, 150 CD copies of the Final EA will be produced and mailed.
- An additional 15 paper copies of the Final EA will be produced and provided to OEA.

2.3 Methodologies

Summarized methodologies for evaluation of transportation, noise and vibration, cultural resources, and environmental justice (EJ) impacts are included as an attachment to this Draft Work Plan. Methodologies for other resources/subject areas identified above require additional coordination and evaluation and will be summarized in the Final Work Plan.

2.4 Administrative Record

HDR will maintain project files and correspondence throughout the duration of the project and will develop the administrative record for the Supplemental EA in coordination with the OEA project manager. HDR will provide an electronic submittal of the Administrative Record upon completion of the Final EA. HDR will not disclose any portion of the Administrative Record unless directed to do so by OEA.

Attachment 1

Summary of Methodologies

1.0 Transportation

The analysis of transportation would include grade crossing delay, grade crossing safety, and emergency response. As part of this analysis, HDR would evaluate the approximately 150 public crossings along the Indianapolis Line Subdivision and the Connecting Lines.

1.1 Grade Crossing Delay

Grade-crossing vehicular delay would be affected by changes in train frequency and length, as a result of the Proposed Transaction.

1.1.1 Affected Environment Methodology

To determine the affected environment, grade crossings along the Indianapolis Line Subdivision and the Connecting Lines would be analyzed for delay under existing conditions in 2011. To characterize the existing conditions along these lines, the analysis would estimate existing vehicular traffic delays due to the train movements at public highway/rail at-grade crossings. The analysis would focus on calculating delays to characterize the existing effects on vehicular traffic from current train movements. Vehicle delay calculations would include the following measurements:

- Blocked crossing time per train, minutes (Dc)
- Average delay per delayed vehicle, minutes (Da)
- Total delayed vehicles per day (Td)
- Vehicle queue length, number of vehicles (Q)
- Average delay for all vehicles, minutes (Dv)
- Total vehicle delay for all vehicles in 24-hour period

For the existing roadways, the analysis would estimate delay by using the existing number of trains (N), existing average train speed (V), length of trains (L), and the number of traffic lanes (NL) for each highway/rail at-grade crossing. To be consistent with the Draft EA, the calculation would be based on the 2011 average daily traffic (ADT) volumes—number of vehicles per day (vpd).

To determine the efficiency at which a highway/rail at-grade crossing operates, the existing level of service (LOS) for each highway/rail at-grade crossing would be also determined.

For this analysis, the LOS determination would be based on the average delay for all vehicles (Dv).

To characterize the existing traffic and train delay at the public highway/rail at-grade crossings, several data sources would be used:

- Federal Railroad Administration (FRA) location and inventory databases for information about highway/rail at-grade crossings, including ADT data.
- CSXT company databases for train lengths and speeds.
- LIRC company database for train lengths and speeds.
- State, regional, and local department of transportation databases for roadway ADT data. The ADT volumes are from 1986 to 2010. A 1 percent annual growth rate would be applied to determine the existing ADT volumes.

The analysis would determine which crossings result in queue spillback into adjacent intersections. When a queue is so long that it blocks a major roadway, the mobility of the community is considered to be affected. On the other hand, when queues block no roadways or a local roadway only, the mobility of the community is not considered to be affected.

1.1.2 Environmental Impacts Methodology

The environmental analysis would focus on the public at-grade crossings that would experience an increase in eight or more trains per day on the Indianapolis Line Subdivision and the Connecting Lines under the Proposed Transaction. Analysis of these lines will include potential effects of the projected increases in train traffic from the Proposed Transaction on roadway traffic and transportation. The analysis thresholds listed below would be used to select crossings that would be evaluated for potential traffic and transportation effects of the Proposed Transaction and the No-Action Alternative for 2014 conditions (ADT for 2014 would be determined using a 1 percent annual growth rate from 2011).

- Expected 2014 traffic volumes greater than 2,500 ADT on intersecting roadways; or
- Change of three or more trains per day on roadways with greater than 2,500 ADT;
- Crossings closer than 800 feet apart

The threshold of 2,500 ADT is based on general traffic engineering standards, field observations, and thresholds used in previous rail mergers and acquisitions, including the Canadian National/Elgin, Joliet and Eastern Railway Company (CN/EJ&E) merger.

The effects of the Proposed Transaction and the No-Action Alternative on the public at-grade crossings would be evaluated by determining the vehicle delay at the highway/rail at-grade crossings and then assessing how increased delays from the Proposed Transaction would affect delay and overall operations.

The analysis would calculate LOS, queue lengths (feet), average delay per delayed vehicle (min), and total vehicle traffic delay in a 24-hour period (min) for the approaching roadways and crossings at each of the highway/rail at-grade crossings that meet the analysis thresholds listed above. The analysis would also account for slower train speeds at road crossings located approximately 0.5 mile from the end of a siding track.

1.2 Grade Crossing Safety

Because the Proposed Transaction would increase the number of trains operating over the Indianapolis Line Subdivision and the Connecting Lines, the forecasted number of accidents at at-grade highway/rail crossings is expected to change.

1.2.1 Affected Environment Methodology

As part of the affected environmental analysis, the public at-grade highway/rail crossings on the Indianapolis Line Subdivision and the Connecting Lines would be evaluated for potential safety issues using FRA and U.S. Department of Transportation (DOT) guidelines along with several other data sources:

- FRA's grade-crossing database and Public Crossing Accident Prediction System
- CSXT information on train traffic
- Current ADT information from roadway authorities
- Forecasted ADT information

Each crossing has a unique FRA identification number that defines the location and the name of the railroad and roadway. FRA established and maintains a centralized database that provides specific information regarding each of these crossings. Information in the FRA database includes the number of tracks, number of vehicle travel lanes, type of safety warning devices, number of trains, ADT count, and posted speed of the roadway and tracks.

For the Affected Environment discussion, historical (that is, the most recent 5-year period) accident data and highway/rail characteristics for the public at-grade crossings on the Indianapolis Line Subdivision and the Connecting Lines would be compiled, and the predicted number of accidents at at-grade crossings would be calculated. The calculation would rely on a methodology developed by FRA. The report *Summary of the DOT Rail-Highway Crossing Resource Allocation Procedure-Revised* (FRA 1987) describes this method. The method calculates the predicted number of accidents occurring at an at-grade crossing based on the characteristics of the grade crossing and statistical information on historic accident experience. The historic data are based on FRA records of accidents, along with the inventory of relevant characteristics of the crossings. For the purpose of this analysis, 5-year accident history would be based on years 2006 through 2010 (the most recent and complete 5-year history).

The train count information used in the analysis requires that the analyst specify the number of day trains, the number of night trains, and the number of switching trains. For this analysis, it would be assumed that the trains are 50 percent night trains, 50 percent day trains,

and 0 percent switching trains. The ADT information would be provided by roadway authorities and would be adjusted to reflect 2014 projected ADTs.

The crossings would be further analyzed to identify those that would have a predicted accident frequency of greater than 0.15 accidents per year. This is the equivalent of one accident every 7 years, which is used as an indicator that the crossing should be considered for an upgrade of its warning devices or, if the warning devices are already sufficient, additional measures that could lower the frequency of accidents. This is not an indicator that shows the change due to the Proposed Transaction but rather shows crossings that are predicted to have a high accident frequency.

1.2.2 Environmental Impacts Methodology

Under the Proposed Transaction, the expected number of daily trains and ADT volumes would be based on 2014 forecasts. The accident prediction formula includes all types of motorized vehicles, including cars, trucks, buses, motorcycles, and any other motorized roadway users. The prediction formula does not include a breakdown of accident by type of vehicle.

The analysis of the predicted accidents at each crossing would look for specific crossings that would have a change in predicted accident frequency of 0.05 accidents per year, which is the equivalent of one accident every 20 years. This frequency is not considered an acceptable or unacceptable change but an indicator of crossings that are predicted to show a significant change. This change in predicted accident rate is consistent with past STB analysis, most recently the *CN December 24 Decision*. The analysis of a significant change in predicted accidents is intended to highlight those crossings that would experience a significant increase in predicted accidents because of the Proposed Transaction. A significant change in accident prediction is an indicator of where the Proposed Transaction would likely make a significant change in safety.

1.3 Emergency Response

The analysis of emergency response would describe emergency vehicle use of, and delay at, public at-grade crossings in the study area and the potential impacts on emergency response as a result of the Proposed Transaction. The delay time would depend on the emergency vehicle arrival time relative to the train arrival time, as well as the length and speed of the train.

A screening process will be used to evaluate the potential effects of at-grade crossings blocked by passing trains on emergency service providers. Emergency service providers are defined as police stations, fire stations (including emergency medical services) and hospitals or medical centers with 24-hour medical/trauma care or emergency rooms. In the first step of the screening process, at-grade crossings at which vehicles delays would increase by 30 seconds or more per vehicle and 30 minutes or more per day for all vehicles as a result of the Proposed Transaction will be identified (because OEA believes that longer delays can potentially cause a substantial effect on emergency service response times).

Next, emergency service providers located within two miles of these at-grade crossings (i.e., crossings at which emergency responders could be delayed by passing trains under the proposed Transaction) and greater than one mile from the nearest grade-separated crossing (crossings at which emergency responders would not be delayed and offer an alternative route to emergency responders) will be identified. OEA considers any emergency service providers identified through this process to be subject to potentially substantial effects.

2.0 Noise and Vibration

The noise analysis will determine the required level of noise assessment in accordance with STB's regulations in 49 C.F.R. § 1105.7(e)(6), perform the noise assessment, and report the results. Those regulations state the following.

(6) Noise. If any of the thresholds identified in item (5)(i) of this section are surpassed, state whether the proposed action will cause: (i) An incremental increase in noise levels of three decibels L_{dn} or more; or (ii) An increase to a noise level of 65 decibels L_{dn} or greater. If so, identify sensitive receptors (e.g., schools, libraries, hospitals, residences, retirement communities, and nursing homes) in the project area, and quantify the noise increase for these receptors if the thresholds are surpassed.

This work plan proposes to address STB's noise regulations, shown above, in the same manner in which they were addressed on previous projects regulated by STB (that is, Conrail and CN/EJ&E).

The referenced thresholds in item (5)(i) state the following.

(5) Air. (i) If the proposed action will result in either: (A) An increase in rail traffic of at least 100 percent (measured in gross ton miles annually) or an increase of at least eight trains a day on any segment of rail line affected by the proposal, or (B) An increase in rail yard activity of at least 100 percent (measured by carload activity), or (C) An average increase in truck traffic of more than 10 percent of the average daily traffic or 50 vehicles a day on any affected road segment, quantify the anticipated effect on air emissions.

For the purposes of this noise analysis, noise-sensitive receivers are defined as schools, libraries, hospitals, residences, retirement communities, and nursing homes.

This analysis will not measure existing noise levels in the study area. However, it is assumed that areas adjacent to the Indianapolis Line Subdivision and the Connecting Lines currently experience wheel-rail (or wayside) noise, that areas adjacent to public at-grade crossings currently experience locomotive horn noise, and that train and horn noise dominates the ambient soundscape in these areas. Therefore, existing train noise levels will be modeled, not measured.

For the Indianapolis Line Subdivision and the Connecting Lines, a train noise model will be used to calculate existing train noise levels and train noise levels associated with the Proposed Transaction, and to identify receptors where the L_{dn} (day-night noise level) is anticipated to increase by 3 dBA, or reach 65 dBA or greater. The noise modeling methodology will consist of several steps, including:

- Identify noise emission levels of railcars and locomotives.
- Calculate noise propagation from railcars and locomotives.
- Calculate the shielding due to intervening obstructions.
- Identify segments of rail line with a noise increase ≥ 3 dBA on an L_{dn} basis.
- Identify noise-sensitive receptors affected by $L_{dn} \geq 65$ dBA.

In accordance with previous noise analyses performed on projects regulated by STB (that is, Conrail and CN/EJ&E), this analysis will also evaluate noise sensitive receivers projected to experience noise levels that meet or exceed the noise thresholds above, and additionally that are projected to experience a noise level of 70 dBA on an L_{dn} basis. The 70 dBA L_{dn} assessment will be used to assess potential noise mitigation options. Construction noise and vibration will not be evaluated because Transaction-related construction activities are not proposed for the Indianapolis Line Subdivision or the Connecting Lines.

This analysis will also evaluate operation vibration as follows.

- Vibration impact criteria for freight train traffic would generally follow the guidance given by the Federal Transit Administration (FTA) (Transit Noise and Vibration Impact Assessment (FTA 2006)). This FTA guidance discusses the application of the transit criteria to freight trains.
- Vibration from freight train traffic is generally assessed in terms of the maximum vibration caused by any one train. The maximum vibration level of the train is compared to the criteria, irrespective of the number of train pass-by events. The vibration level of a train pass-by event is affected by track conditions, the location of special track work, train speed, and the ground propagation conditions between the tracks and the receiver.
- The criterion for ground-borne vibration impact levels at a residence or other buildings where people sleep is 72 VdB (vibration decibels) (referenced to 1 microinch per second on a root-mean-square velocity basis). The magnitude of a train-induced ground-borne vibration event can be estimated using tables and graphs in the FTA guidance.

- The distance to the 72-VdB vibration level would be shown for each segment and sub-segment.

If voluntary mitigation measures are implemented, and if they have potential to reduce project-related noise to levels below the thresholds identified above, then this assessment will also develop a methodology for post-project monitoring to determine if target noise reductions (as a result of voluntary mitigation) are achieved.

3.0 Cultural Resources

In order to achieve compliance with Section 106 requirements, the federal agency must consult with interested parties on the scope of the review and on any adverse effects on historic properties. The consulting interested parties for analysis of potential increases of 11 to 15 trains per day on the Indianapolis Line Subdivision and the Connecting Lines could include, but not be limited to, each state's historic preservation office (Kentucky, Indiana and Ohio), and the following Native American tribes:

- Miami Tribe of Oklahoma
- Ottawa Tribe of Oklahoma
- Peoria Tribe of Indians of Oklahoma
- Wyandotte Nation
- Shawnee Tribe
- Eastern Band of Cherokee Indians
- Forest County Potawatomi Community
- Hannahville Indian Community
- Pokagon Band of Potawatomi Indians
- Citizen Potawatomi Nation
- Delaware Nation
- Kickapoo Tribe of Indians of the Kickapoo Reservation in Kansas
- Kickapoo Tribe of Oklahoma
- Prairie Band of Potawatomi Nation

The data gathering for this task would discuss the number of previously identified properties documented for each county along the Indianapolis Line Subdivision and the Connecting Lines. Once the analysis, and possible evaluation, of the properties was complete, any potential impacts from operational changes on the listed properties could be discussed. The cultural resources data pull would capture information regarding applicable cultural resources, historic properties, and surveys in Kentucky, Indiana and Ohio. Specifically, information would be gathered from Indiana via the Indiana State Historic Architectural and Archaeological Research Database (SHAARD). In Ohio, the information would be gathered

from the Ohio Historic Preservation Office Online Mapping System and in Kentucky the information would be gathered through direct coordination with the Office of the State Archaeologist and the Kentucky Heritage Council for Architectural Properties. No fieldwork is proposed because Transaction-related construction or ground-disturbing activities are not proposed for the Indianapolis Line Subdivision or the Connecting Lines.

4.0 Environmental Justice

The Council of Environmental Quality (CEQ), which oversees the federal government's compliance with Executive Order (EO) 12898 and NEPA, developed guidelines (CEQ 1997) to assist federal agencies in incorporating the requirements of EO 12898 into the NEPA process. The CEQ guidance does not provide a standard approach or formula for identifying and addressing environmental justice issues. Instead, it offers federal agencies general principles for conducting an environmental justice analysis under NEPA, including that federal agencies should consider the population structure within the affected area to determine whether minority populations, low-income populations, or Indian tribes are present and, if so, whether there may be disproportionately high and adverse human health or environmental effects on any of these groups.

The U.S. DOT issued DOT Order 5610.2(a) to set forth DOT policy to consider environmental justice principles in all DOT programs, policies, and activities. The Order sets forth steps to prevent disproportionately high and adverse effects on minority or low-income populations through Title VI analyses and environmental justice analyses conducted as part of federal transportation planning and NEPA provisions. It also describes the specific measures to be taken to address instances of disproportionately high and adverse effects and sets forth relevant definitions.

In accordance with CEQ and U.S. DOT guidance, the environmental justice analysis would identify minority individuals of the following population groups: American Indian or Alaska Native; Asian or Pacific Islander; Black; and Hispanic or Latino. The population groups would be identified as minority populations when either:

- The minority population of the affected area exceeds 50 percent, or
- The minority population percentage in the affected area is meaningfully greater than the minority population percentage in the general population or appropriate unit of geographical analysis (CEQ 1997)

U.S. DOT does not define "substantially greater." Given that the previous Draft EA used the second option for identifying potential minority populations, this analysis would also use the second option.

As part of the environmental justice analysis, the minority population percentages of the counties traversed by the Indianapolis Line Subdivision and the Connecting Lines and the average minority percentage of the entire study area (block groups that intersect the Indianapolis Line Subdivision and the Connecting Lines) would be calculated using 2010 Census data. To be consistent with the previous Draft EA, the study area would be used as

the “appropriate unit of geographical analysis,” and “meaningfully greater” would refer to 10 percent greater than the average minority percentage of the study area. Potential minority populations would be identified as Census block groups where the minority population is 10 percent greater than the average minority percentage of the study area.

Consistent with U.S. DOT Order 5610.2(a), low-income populations would be identified as populations whose household income is below the U.S. Department of Health and Human Services’ poverty guidelines as report by the U.S. Census. To be consistent with the DOT Order, a low-income population means any readily identifiable group of low-income persons who live in geographic proximity, and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed DOT program, policy, or activity. U.S. Census data will be used to identify low-income populations.

U.S. DOT defines an adverse effect as the totality of significant individual or cumulative human health or environmental effects, including interrelated social and economic effects, which may include, but are not limited to, bodily impairment, infirmity, illness, or death; air, noise, and water pollution and soil contamination; destruction or disruption of human-made or natural resources; destruction or diminution of aesthetic values; destruction or disruption of community cohesion or a community's economic vitality; destruction or disruption of the availability of public and private facilities and services; vibration; adverse employment effects; displacement of persons, businesses, farms, or nonprofit organizations; increased traffic congestion, isolation, exclusion, or separation of minority or low-income individuals within a given community or from the broader community; and the denial of, reduction in, or significant delay in the receipt of, benefits of DOT programs, policies, or activities.

DOT defines a disproportionately high and adverse effect on minority and/or low-income populations as an adverse affect that:

- Is predominately borne by a minority population and/or a low-income population, or
- Would be suffered by the minority population and/or low-income population and is appreciably more severe or greater in magnitude than the adverse effect that would be suffered by the non-minority population and/or non-low-income population.

To evaluate potential environmental justice impacts on minority and low-income populations, a sequential, four-step methodology would be followed.

1. Identify the potential environmental justice populations located in the study area using the definitions described above.
2. Assess whether any potential impacts would be high and adverse.
3. Assess whether any high and adverse effects would be borne by environmental justice populations.
4. Determine whether any potentially high and adverse effects would be disproportionately borne by environmental justice populations.

Consistent with the DOT Order, in making determinations regarding disproportionately high and adverse effects on minority and low-income populations, mitigation and enhancement measures that will be implemented and all offsetting benefits to the affected minority and low-income populations may be taken into account, as well as the design, comparative impacts, and the relevant number of similar existing system elements in nonminority and non-low-income areas. Consequently, the Supplemental EA will include measures to avoid, minimize, or mitigate high and adverse impacts, as applicable.