

ORIGINAL

Before the
SURFACE TRANSPORTATION BOARD

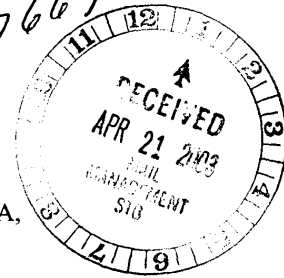
ENTERED
Office of Proceedings

APR 21 2003

Part of
Public Record

STB Docket No. AB-556 (Sub-No. 2X)

RAILROAD VENTURES, INC.
- ABANDONMENT EXEMPTION -
BETWEEN YOUNGSTOWN, OH, AND DARLINGTON, PA,
IN MAHONING AND COLUMBIANA COUNTIES, OH,
AND BEAVER COUNTY PA



REBUTTAL VERIFIED STATEMENT OF WALTER J. GANE

1. My name is Walter J. Gane. I am employed by Central Columbiana & Pennsylvania Railway, Inc. ("CCPR") as the Superintendent. My business address is 148 E. Park Ave, Columbiana, Ohio 44408. I am duly authorized to present this Affidavit.

2. I have been employed continuously in the railroad industry since 1972, and have occupied the positions of brakeman, conductor, fireman, and engineer. I was originally hired by the Pittsburgh and Lake Erie Railroad ("P&LE"). In January 1976, I was transferred to the Youngstown & Southern Railway Company ("Y&S"), which was owned by P&LE. I remained with Y&S until 1993, when I was hired by PL&W to be its Superintendent. During the nineteen years that I worked for the Y&S and PL&W, I was working on the line of railroad between Darlington, Pennsylvania and Youngstown, Ohio ("the Line"). As a result, I am very knowledgeable about the railroad transportation operations that were conducted by both Y&S and PL&W over the Line, as well as the physical condition of the Line. I am also knowledgeable about general railroad industry practices with regard to track maintenance.

3. I have reviewed the Verified Statement of George D. Wehner, which was

submitted on April 4, 2003 as the foundation for RVI's reply to CCPA's and CCPR's Joint Motion Seeking Closure. Prior to a brief meeting with Mr. Wehner in late March of this year, I had never heard of him. More importantly, based on my personal knowledge of the current condition of the track, as well as my personal knowledge of the daily operations over the Line before it was acquired by Railroad Ventures, Inc. ("RVI") in November 1996, I must dispute most of Mr. Wehner's factual representations concerning the physical condition of the line, the number of derailments, and the amount of traffic that was being handled over the line prior to its acquisition by RVI. In order to respond to Mr. Wehner's comments, I have also spoken with Dick Mumma, who was the Superintendent on the Line for the Y&S between 1976 and 1984. He has provided me with certain information from his personal files that rebuts Mr. Wehner's testimony and calls Mr. Wehner's credibility into question. *See Attachment A hereto.*

4. Recent inspections of the Line from milepost 0.0 to 15.50 that were conducted by the Federal Railroad Administration ("FRA") on 9/24/02 and 9/25/02 also contradict Mr. Wehner's testimony. The attached reports show that the FRA inspections have not revealed any violations that require immediate attention. Equally important, because I personally operate the locomotives which are currently traversing the Line, I believe that I would know if the Line is unsafe. Based on my knowledge concerning the physical condition of the line and the many repairs that have been made since the Line was acquired in January 2001 from RVI, I believe that the Line is safe for continued rail operations. Given the fact that I operate the trains on a daily basis and would be at risk if the Line were unsafe, I believe that I am far more qualified to offer an assessment of the line than Mr. Wehner, who apparently spent only two days inspecting portions of the

Line prior to writing his report. Further, we will continue in our efforts to maintain the line in safe operating condition as we provide responsive rail service over the line. It is my conclusion that Mr. Wehner has failed to provide the Board with an accurate assessment of the progress that has been made regarding the repairs that were needed to address the problems caused by RVI.

5. When Mr. Costello took over in 1984, Y&S was providing service along the entire length of the Line. At that time there were between ten and twelve men who worked on the line. While that number was reduced over time, Mr. Wehner's claim at page 4 of his Verified Statement that Y&S employed only two maintenance of way workers is in error.

6. I must also challenge several of Mr. Wehner's comments at page 6 of his statement. First, the claim that "the P&LE and PL&W tie replacement projects got no further than milepost 18 leaving almost one-half of the line with no maintenance at all since the 1970s" is false. The fact of the matter is that PL&W rehabilitated the section of track between mileposts 22.5 and 29 to Class I standards in order to perform passenger operations between Rogers and Negley. Furthermore, a decent chunk of track between mileposts 0.0 and 18 were operated as Class I. Second, his claim that "there was virtually no rail traffic south of M.P. 18," is false. The customers located at Negley, Cannelton and Darlington are all located south of milepost 18. Those customers accounted for approximately 50% of the traffic. Third, the statement that "there were constant derailments due to track failures" during the years prior to RVI's acquisition of the line is also false. Fourth, with regard to his comment that "there was a crossing signal that did not work," I can only state that when PL&W ceased operations, everything worked.

7. I have no memory of Mr. Wehner ever riding in a locomotive with me. As for his comment that he was "'feeling' the stability of the underlying track," I can only guess what he means. However, based on my 30 year career of driving locomotives, I question whether anyone with no railroad experience could "feel" the stability of the underlying track structure from a locomotive.

8. Mr. Wehner's discussion at pages 8-9 of signal crossings is misleading. In the first place, RVI is solely to blame for the destruction of the old signals. As I testified in my earlier affidavit, "[b]ecause of the length of time that had elapsed between the time that RVI had turned off the power and the date of our inspection, we discovered that the signals had been irreparably damaged. As a result of not being maintained, the batteries in the switches had become corroded and broken. The same was true of the relays. In many instances, birds and other animals had built nests in the meter boxes. Others had been vandalized. In the final analysis, not one of the devices was in a workable condition." Furthermore, contrary to Mr. Wehner's claim, while rust may prevent activation of signals, rust on the rails would not have caused the old island circuits to activate the signals without a train being present. Only the lack of maintenance through bad bond wires and track connections would cause a false activation. During my career with Y&S and PL&W prior to acquisition of the line by RVI, there was nothing wrong with the signals.

9. Mr. Wehner is wrong when he states at page 9 that the "new signals installed by CCPR use a motion detector to activate signals rather than the old island circuits." There are no motion detector circuits on the Line. Also, while it may be true that a crossing can be flagged in the absence of signals, it would be foolhardy to try to

operate the line without proper signals. The safety for both the railroad employees and the general public is greatly enhanced when signals are properly installed and maintained. Moreover, any attempt to operate the Line without signals would amount to a substantial downgrading of the Line to the detriment of all concerned.

10. Mr. Wehner is also in error when, at page 10, he states that "washouts occur on average every two to four years" at a particular location in Youngstown. In the 19 years that I have worked on this Line, there was only one instance when the track was impassible. Also, while CCPR appreciates Mr. Wehner's interest in the line, there is nothing in his background which shows that he is a qualified civil engineer.

11. Mr. Wehner's discussion at 10-11 of the NS overpass contains yet another mistake. According to Mr. Wehner, CCPR "had attempted to raise the track slightly." This factually erroneous contention is repeated at page 25. The truth of the matter is that CCPR attempted to lower the track so as to create more clearance. Furthermore, while it is true that CCPR has charged the escrow for clearing and drainage work at the overpass, those expenditures were necessitated by the fact that RVI had allowed the City and adjoining industry to dump runoff water at this point. Also while Mr. Wehner claims that the track is still wet, note is taken of his comment (when seeking an extension) that the ground has been snow covered for six weeks.

12. At page 12 of his Verified Statement, Mr. Wehner claims that he "did not observe any new ballast as of March 31 and April 1, 2003." This statement calls into question just how carefully he inspected the line. I can assure the Board that a substantial amount of new ballast has been placed during the past two years. In addition to the repeated false claim that the PL& W suffered repeated derailment, his further suggestion

that there was a risk of constant roll offs and rollovers is answered by the simple fact that no such rollovers have occurred. The Board should also note that the only two derailments that have been suffered by CCPR were attributed to defective railcars, not from the track or the underlying ballast. Last, the reference to the "deteriorated and unsafe condition of entire Y&S rail line" is repudiated by several factors, including the FRA reports attached hereto. See Attachment B. Even though CCPR has invested far less than half of what Mr. Wehner claimed would be required to make the line operational, the FRA reports, by not identifying any defects, plainly show that Mr. Wehner's contentions with regard to the physical condition of the track are not to be believed.

13. At page 14, Mr. Wehner has focused on the crossings at Western Reserve Road and Miley Road. It should be carefully noted that due to RVI's interference with the original escrow agent, no escrow funds were used to correct the problems at these crossings. Instead, state and federal funds were used to repair the Line at those locations, even though escrow funds were available to cover the cost of repairing these crossings. Mr. Wehner is also in error when he suggests that "CCPR is to be reimbursed up to \$80,000.00 for all costs incurred in the installation of the new State Route 51 crossing." The \$80,000 is earmarked specifically to reimburse CCPR for money spent for the cost of reinstalling signals at that major highway crossing.

14. At page 16, Mr. Wehner erroneously claims that "current CCPR traffic volumes ... do not exceed several hundred car loads per year." The current annual volume already exceeds 1,000 cars, and is predicted to grow.

15. At pages 15-16, Mr. Wehner criticizes CCPA for its approach to the

repairs and claims that "I would have taken a very different approach from that adopted by CCPA" and "I would have sought pre-approval from the STB" before releasing funds from the escrow account. Even if that were true, it does not demonstrate any error, much less fraud, in CCPA's approach. As the record reflects, on May 11, 2001, CCPA specifically requested the Board to establish a procedure whereby RVI would have been required to identify any specific repair/restoration project(s) it considers not covered by the escrow provision." CCPA would then have 10 days in which to respond. The Board decided to impose another approach.

16. At page 19, Mr. Wehner states that the December 12, 2001 check was in the amount of \$119,074.40. The correct amount was \$193,074.40.

17. At page 20, Mr. Wehner is correct that the escrow account was accidentally overdrawn. However, that mistake was discovered and corrected. CCPR repaid CCPA the amount of \$1,558.54. I have been advised that interest in that amount was subsequently forwarded to RVI.

18. I must also respond to the repeated accusation that "there is no documentation to confirm that competitive bids were solicited for the materials purchased or the services provided as required by the STB." V.S. Wehner at 22. As was pointed out in CCPR's initial submission, nine months elapsed between the date that CCPR acquired the line and began making repairs and the date the STB issued its Decision imposing the requirement that CCPA keep evidence of competitive bids for each repair project. See, V.S. Robbins at ¶¶ 5-6. I should also note that when we awarded a contract to other than Ohio Track, we experienced problems with the quality of the work and had to have work redone. As a result, we took the difference in quality of work into

consideration when we took on additional projects.

19. At page 22, Mr. Wehner focuses on crossbucks. In the first place, the unique Buckeye crossbucks, which were purchased from ROCAL, were paid for with state funds, and not escrow funds. Furthermore, even if it were true that “virtually all crossbucks remained in place” when Mr. Wehner inspected the track for RVI in 1999, by 2001, when CCPA acquired the property from RVI, virtually none of the pairs of crossbucks remained in place. As a result, CCPR had to install new crossbucks in order to comply with Ohio state law.

20. At page 23, Mr. Wehner notes that the Pennsylvania Public Utility Commission is going to cover \$80,000 of the costs associated with work at State Route 51. He then draws the erroneous conclusion that “assessing the escrow account for \$24,232.00 would result in double payment to CCPR for this crossing.” The \$80,000 is to be used for new signals that will be installed at the crossing of this very busy four-lane highway and has nothing to do with any repairs that were covered by the escrow account.

21. At page 23, Mr. Wehner has questioned the charge for the crossing at Route 7 in Rodgers, Ohio. It should be noted that the State Route 517 work, which involved competitive bidding and was approved by ORDC, had virtually identical specifications as Route 7 at Rodgers. Ohio Track, which was the low bidder for the work at Route 517, offered that it would give us the same basic price if they were awarded the work at Route 7 in Rogers. Given the difference between their bid and the others, as well as the consistent quality of the work provided by Ohio Track, we accepted that offer.

22. At page 24, Mr. Wehner once again raises an issue regarding crossing signals. In addition to my comments at ¶ 9 *supra*, I would also note that Joe Dickey was

highly recommended to me as being a highly qualified local firm that would provide responsive service at extremely reasonable rates. Once again, this was done at a time when we were racing to get service resumed and well before the Board imposed the competitive bidding requirement on CCPA. Moreover, even ORDC did not require competitive bidding on new meter service, which is what Dickey did.

23. Mr. Wehner also complains at page 24 that “[n]o invoices or canceled checks have been provided” with respect to various repairs of damaged track alignments. As Mr. Robbins has testified, all of these expenses have been duly audited by an outside firm. *See*, V.S. Robbins at ¶ 2. If the STB requires, the checks will be provided.

24. I have already addressed the NS overpass issue that Mr. Wehner raised at page 25. *See, supra*, at ¶ 11.

25. Mr. Wehner has also questioned the charge of \$16,197.00 for the washout at Youngstown. In particular, he has charged CCPR with overstating the washout repair by \$5,570.00 because “only \$10,627.34 was charged for the repair of the washout.” V.S. Wehner at page 25. When CCPR started its repair work in January 2001, I discovered that CCPA had already entered into an agreement with Rail Works to repair the washout for \$16,197. Because I felt that this was too much to pay for the washout repair, I demanded that Rail Works perform addition services. They agreed to do so. As the Board will discover, the total of the 1/21/01 and 2/22/01 invoices submitted by Rail Works is \$16,196.86, which was rounded up to \$16,197.00 by the auditors. All of the repairs made by Rail Works were required because RVI had failed to take steps to keep the Line operational.

26. At page 26, Mr. Wehner suggests that the \$6,078.00 charged for

vegetation spray along the railroad was a current maintenance expense. While that may be true of an operating railroad that has properly maintained its line, it is not true when it is necessary to use a chain saw to clear the track of trees and bushes that are growing between the rails. I also note that a brush cutter cuts to the side of the track, it does not address vegetation that is growing between the rails. While no competitive bidding was sought, a comparison was made between the price that was sought by the vendor and the price paid by CCPR's corporate affiliates for similar service in Arkansas. Because the price offered in Ohio was substantially less than the comparable service in Arkansas, it was accepted.

27. Although he has not pointed to any apparent error, Mr. Wehner has questioned the allocations for tools at page 26 of his statement. The tool expense was allocated by Jones Rose & Lawton, which is the CPA firm hired by CCPR's corporate parent, and subsequently audited by Hoffman & Brobst. Mr. Wehner, who does not appear to have any accounting credentials, has not identified any apparent error.

28. At page 26 Mr. Wehner also claims that "the STB order does not provide any authorization for a 20% markup." At the same time, the STB's order does not forbid such a markup, which is standard industry practice. He also claims that "standard practice requires that work performed by railroad employees be detailed on a 'force account' report." Based on my own experience in the railroad industry, I must dispute that claim. While it may be true for large Class I railroads, it is not true for shortline railroads such as CCPR. I also note that while he claims that the "force account" procedures that he advocates are essential to an audit, the fact remains that CCPR's expenses associated with the entire project have been audited.

29. Although Mr. Wehner states his belief at page 28 that the July 8, 2002 payment "from the escrow account lacked adequate substantiating documentation," that payment was made only after it was reviewed and found to be appropriate by Christena Nielsen, the president of an economic consulting firm that specializes in transportation issues.

30. Mr. Wehner is also wrong when he claims at page 30 that the Old State Route 51 and Cannellton Road North repairs were not competitively bid. While he has questioned the Dardanelle & Russellville's bid, the fact remains that if Ohio Track's bid had been higher, we would have used the D&R's crews in order to keep them gainfully employed. I should also note that I was aware of the D&R's proposed bid before I awarded the project to Ohio Track. I further note that Mr. Wehner has acknowledged at page 31 of his statement that an unidentified contractor informed him that he ceased bidding "when it became apparent that all of the bids were going to be awarded to Ohio Track." Because I do not know the identity of this potential bidder, I cannot respond other than to say that there is no way that CCPR could force a contractor to bid. Furthermore, Ohio Track, which is a local contractor, had a built in advantage due to its proximity to the project. Once again, there is nothing CCPR could do to counter that advantage. Indeed, had it accepted a higher bid from another contractor, Mr. Wehner would have faulted it for not accepting the low bid.

31. At pages 33-34 of his statement, Mr. Wehner has identified a number of invoices which he claims are inadequate. With regard to the two Joe Dickey Electric invoices, supplemental work had to be performed. The invoices from Midsouth Rail Services, which is located in Louisiana, did include airline tickets and meals. Even with

those charges included, Midsouth was still the low-cost supplier. Mr. Weber's comments regarding the brush cutter are irrelevant in that the brush cutters were not charged against the escrow account. The same is true with regard to the ROCAL invoices. I should also note that because Pennsylvania does not have a law similar to that in Ohio, where we were required to install Buckeye crossbucks, we were able to take used crossbucks from Ohio which predated the new Ohio law and install them in Pennsylvania.

FURTHER SAYETH THE AFFIANT NOT.

I, Walter J. Gane, hereby declare under penalty of perjury that the foregoing is true and correct. Executed on April 18, 2003.

Walter J. Gane
Walter J. Gane

ATTACHMENT A
REBUTTAL VERIFIED STATEMENT
WALTER J. GANE

1. List of Youngstown & Southern Railway Company Employees' Addresses & Phone Numbers - June 1976 through June 1981
2. List of Youngstown & Southern Railway Company Employees' Addresses & Phone Numbers - July 24, 1981
3. General Foods - Inbound & Outbound Loads 1974 - 1984
4. Youngstown & Southern Railway Company - Traffic Figures - Monthly and Yearly Totals - 1974 - 1984
5. Youngstown & Southern Railway Company - Geographic Distribution of Freight Traffic 1978
6. Youngstown & Southern Railway Company - Location of Industries 1978

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YOUNGSTOWN & SOUTHERN RAILWAY COMPANY EMPLOYEES' ADDRESSES & PHONE NUMBERS

B.H. BUTCHER
4220 Milltrace Rd.
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PHONE: 782-9567

E.L. CAMPBELL (Skip)
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PHONE: 1-457-2507

W.G. DAVIDSON
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Columbiana, Ohio
PHONE: 1-457-7148

E.M. DICKEY
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J. FELGER
409 W. Clark St.
East Palestine, Ohio
PHONE: 426-2082

C.T. FILIPPINI
49812 S.R. 154
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W.O. FRANCIS
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North Lima, Ohio
PHONE: 385-7411

W.J. GANE, III (Bud)
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525 W. Glenaven
Yo., Ohio
PHONE: 788-3820

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OR 788-1655

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P. SUDZINA
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YOUNGSTOWN & SOUTHERN RAILWAY COMPANY EMPLOYEES' ADDRESSES & PHONE NUMBERS

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W. YOUNG
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PHONE: 426-9074

(2) 7/24/81

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Phone: 755-1717

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Phone: 747-8471

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New Castle, PA
Phone: 1-412-658-5739
Mother: 1-412-652-2597
Mo-in-law: 1-412-652-1615

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Phone: 534-4784

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Yo., OH
Phone: 757-9106
Beeper# 757-5059

YOUNG, Bill
50010 S.R. 154
Negley, OH
Phone: 426-9074

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General Foods - Inbound & Outbound Loads

<u>Year</u>	<u>Total In & Out</u>	<u>Av. per Month</u>	<u>Av. per day (21 work days)</u>	<u>Below Prev. year</u>	<u>Below Base Year - 1974</u>
1974	3275	273	13.0		
1975	2887	241	11.5	388	388
1976	2682	224	10.7	205	593
1977	2599	217	10.3	83	676
1978	2221	185	8.8	378	1054
1979	2020	168	8.0	201	1255
1980	1858	155	7.3	162	1417
1981	912*	76	3.6	946	2363
1982	816	68	3.2	96	2459
1983	785	65	3.1	31	2490
1984	600	50	2.4	185	2675

* General Foods on strike for nine weeks

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Y & S Traffic Figures - Monthly and Yearly totals - 1974 thru 1984

Month	1984	1983	1982	1981	1980	1979	1978	1977	1976	1975	1974
Jan	100	95	160	305	405	273	238	262	295	355	507
Feb	162	167	218	333	401	235	281	374	367	384	562
Mar	194	231	398	363	591	412	472	525	388	486	532
Apr	223	143	286	341	552	501	363	462	433	413	579
May	323	158	262	455	383	417	550	538	458	418	615
Jun	296	108	211	289	280	462	521	460	509	425	563
Jul	242	133	248	237	233	429	376	357	374	349	549
Aug	273	190	157	281	284	472	355	491	395	322	546
Sep	258	133	89	249	319	313	335	393	441	419	491
Oct	225	148	124	200	348	354	400	379	422	398	542
Nov	143	122	88	240	263	388	402	406	353	342	418
Dec	105	106	98	199	218	249	320	310	348	368	367

Sub Total	2544	1734	2339	3492	4277	4505	4613	4957	4783	4679	6271
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Scrap Cars	241	179	313	621	403	624	357	181	25	---	---
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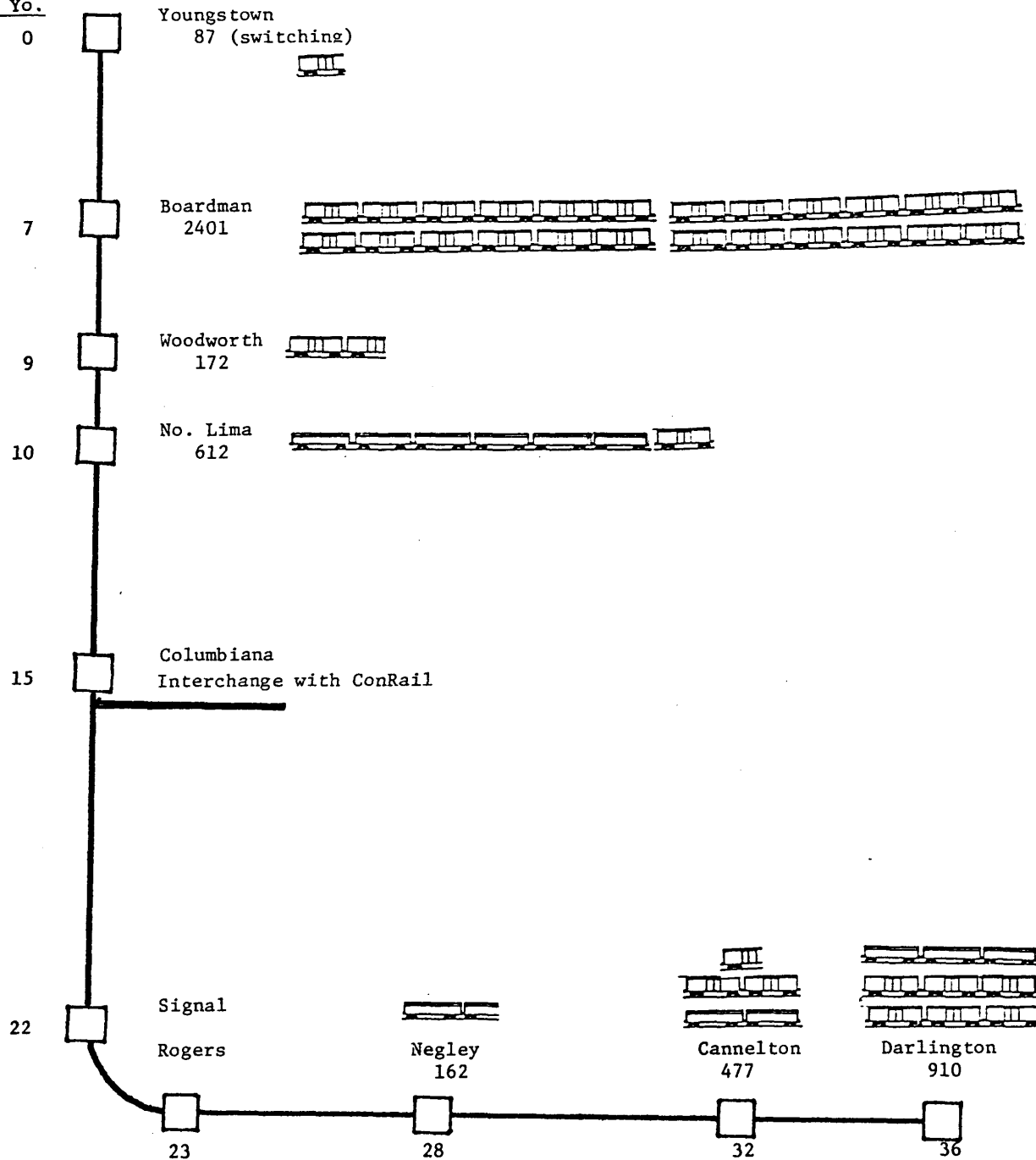
Total	2785	1913	2652	4113	4680	5129	4970	5138	4808	4679	6271
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YOUNGSTOWN & SOUTHERN RAILWAY COMPANY
GEOGRAPHIC DISTRIBUTION
OF
FREIGHT TRAFFIC
1978

(5)

Miles
from
Yo.

 = 100 carloads



YOUNGSTOWN & SOUTHERN RAILWAY COMPANY
 Location of Industries
 (over 25 carloads)
 1978

6

 = 100 carloads

Miles From
 Yo. Col.

0 15

1 14

Youngstown
 Switching
 Limits

 87

2 13

3 12

4 11

5 10

6 9

 42

WESTER - inbound building materials

 34

BOARDMAN SUPPLY " "

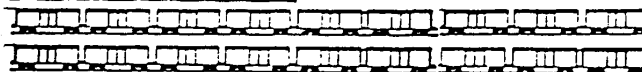
 84

LUMBER CITY " "

7 8

Boardman

 GENERAL FOODS - Groceries



2,221

8 7

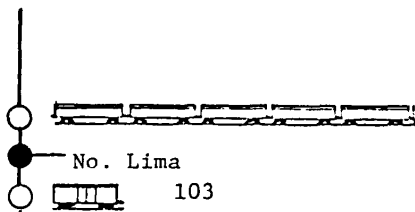
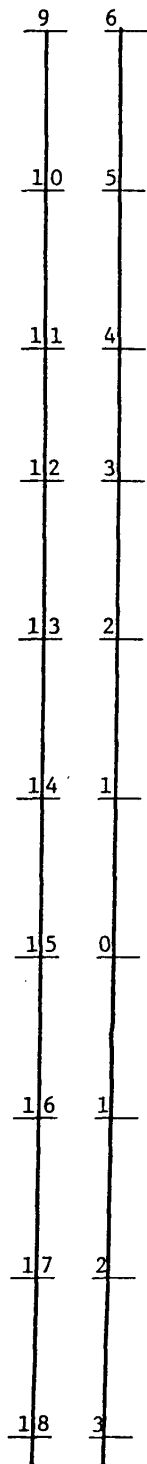
 172

P.B.I. INDUSTRIES - in and out pipe

Woodworth

9 6

Miles From
Yo. Col.



No. Lima

103

509

PLEXCO - inbound and outbound pipe

IRON CITY SASH & DOOR - inbound steel

Columbiana

Interchange with ConRail

Miles From		
Yo.	Col.	
<u>18</u>	<u>3</u>	
<u>19</u>	<u>4</u>	
<u>20</u>	<u>5</u>	
<u>21</u>	<u>6</u>	
<u>22</u>	<u>7</u>	● Signal
<u>23</u>	<u>8</u>	● Rogers
<u>24</u>	<u>9</u>	
<u>25</u>	<u>10</u>	
<u>26</u>	<u>11</u>	
<u>27</u>	<u>12</u>	

Miles From
Yo. Col.

27 12

28 13

29 14

● Negley

30 15

○ 27

LAKEWOOD CHEMICALS - chemicals in

31 16

● W. Darlington

MILLIKEN BRICK - brick outbound

○ 125

32 17

○ 173

(A.M.F. TUBOSCOPE - pipe in and out
((AMF went out of business Dec. 1978.
((Property acquired by Garrett Car.
((Their traffic should be 200 cars.

33 18

● Cannelton

○ 98

○ 138

○ 68

A.I.D.
Industrial
Park

(VALLEY WHOLESALE GROCERY - groceries in
(GREIF BROS. - Paperboard in-drums out
(THERMIUM INC. - chemicals inbound
((PA INC. has purchased a building in
((the park and should begin operations
((in Feb. 1979. They will do pipe
((inspection. Traffic is estimated at
((300 carloads per year.

34 19

35 20

○ 504

INDUSTRIAL RAIL SCRAP - cars in-scrap out

○ 394

DARLINGTON BRICK - brick outbound

● Darlington

R. A. VEON - raw clay outbound

36 21

YOUNGSTOWN & SOUTHERN RAILWAY COMPANY

(Revised) Forecast of Carload Traffic

For

1982 Through 1986

<u>Year</u>	<u>Road Haul</u>	<u>Switching & General Foods</u>	<u>Total</u>
1982			
January	382	88	470
February	243	151	394
March	520	151	671
April	451	138	589
May	277	113	390
June	243	101	344
July	174	76	250
August	243	88	331
September	209	101	310
October	312	101	413
November	209	88	297
December	209	64	273
	3472	1260	4732

<u>Year</u>	<u>Road Haul</u>	<u>Switching & General Foods</u>	<u>Total</u>
1983	3541	1247	4788
1984	3612	1235	4847
1985	3685	1223	4908
1986	3758	1210	4968

ATTACHMENT B

REBUTTAL VERIFIED STATEMENT
WALTER J. GANE

FEDERAL RAILROAD ADMINISTRATION INSPECTION REPORTS

September 24, 2002

September 25, 2002

DEPARTMENT OF TRANSPORTATION

INSPECTION REPORT

FEDERAL RAILROAD ADMINISTRATION (FRA)

OMB Approval No.: 2130-0509

Inspector's Name RHODES, CHET		Inspector's Signature <i>Chet Rhodes</i>		Inspector's ID No. 73160	Report No. 43	Report Date 9/24/02	Violation Recommended ☐ Yes ☒ No	
Railroad/Company Name & Address CENTRAL COLUMBIANA & PENNSYLVANIA RY 148 EAST PARK AVE., COLUMBIANA, OH				R/C R	Division SYSTEM	RR/Co. Representative (Receipt Acknowledged) Name RUD GANE Title SUPERINTENDENT Signature		
From: City NORTH LIMA	Code 5992	Destination City & County			Code 1790	Mile Post: From To 0010.60 0015.50		
State OH	39	City COLUMBIANA			1790	Inspection Point:		
County MAJONING	C099	County COLUMBIANA			C029			
Activity Code:	MTW	TOM	RWP	MTT				
Units:	1	5	1	5				
Item 1	Milepost	Equipment/Track #	Type/Kind	49 CFR/USC	Defect Code	Nature	Speed	Class
								Train #/Site
								SNFR
								# of Occ.**
								Activity Code
Description ** Comment to Railroad/Company ** EXCEPTED TRACK, NO EXCEPTIONS.								
Written Notification to FRA of Remedial Action is: ☐ Required ☐ Optional				Railroad Action Code		Date (mm/dd/yyyy)		Comments on track? ☐

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION (FRA)

INSPECTION REPORT

CRMS Approval No.: 2130-0509

Inspector's Name RHOIDS, CHET		Inspector's Signature <i>Chet Rhoads</i>		Inspector's ID No. 73160	Report No. 44	Report Date 9/25/02	Violations Recommended ☐ Yes ☒ No	
Railroad/Company Name & Address CENTRAL COLUMBIANA & PENNSYLVANIA Rwy 148 EAST PARK AVE. COLUMBIANA, OH				RR R	Division SYSTEM	RR/Co. Representative (Receipt Acknowledged) Name: RUD GANT Title: SUPERINTENDENT Signature:		
From: City COLUMBIANA	Code 1790	Destination City & County			Code	Mile Post: From To 0010.60 0000.00		
State OH	39	City YOUNGSTOWN			9230	Inspection Point:		
County COLUMBIANA	C029	County MAHONING			C099			
Activity Code:	MITI	TOM	RWP					
Units:	11	8	1					
Item 1	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/URC	Defect Code	Notable	Speed	Class
								Train #/Site
								SNPR N
								# of Occ.** 1
								Activity Code
Description ** Comment to Railroad/Company ** EXCEPTED TRACK, NO EXCEPTIONS								
Written Notification to FRA of Remedial Action is:		☐ Required	☐ Optional	Railroad Action Code		Date (mm/dd/yyyy)		Comments on track? ☐