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Before the
Surface Transportation Board

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SURFACE
TRANSPORTATION BOARD

Finance Docket No:

FD-34511

ENTERED
Office of Proceedings

JUN 02 2004

Part of
Public Record

In the Matter
of

BELVIDERE & DELAWARE RIVER RAILWAY COMPANY, INC.

Authority to Operate the

BLACK RIVER & WESTERN CORP. d/b/a BLACK RIVER
AND WESTERN RAILROAD

Between Milepost 6.2 and 16.2, Hunterdon County, New Jersey

FILED

VERIFIED NOTICE OF EXEMPTION
PURSUANT TO 49 C.F.R. § 1150.41

JUN 02 2004



Dated: May 28, 2004

John K. Fiorilla
Watson, Stevens, Fiorilla & Rutter, LLP
390 George Street
P O Box 1185
New Brunswick, N.J. 08903
732-545-2250
Jfiorilla@wsfr.net
ATTORNEYS FOR
BELVIDERE & DELAWARE RIVER
RAILWAY COMPANY, INC.

Before the
Surface Transportation Board

Finance Docket No:

FD-34511

In the Matter
of
BELVIDERE & DELAWARE RIVER RAILWAY COMPANY, INC.
Authority to Operate the
BLACK RIVER & WESTERN CORP. d/b/a BLACK RIVER
& WESTERN RAILROAD
Between Milepost 6.2 and 16.2 Hunterdon County, New Jersey

VERIFIED NOTICE OF EXEMPTION
PURSUANT TO 49 C.F.R. § 1150.41

The Belvidere & Delaware River Railway Company, Inc., a class III carrier, (B&DR) hereby files this Verified Notice of Exemption under 49 C.F.R. § 1150.41 for authority to operate the Black River & Western Corp. d/b/a Black River & Western Railroad ("BRW") a Class III carrier, between milepost 6.2 at Ringoes, N.J. and milepost 16.2 at Three Bridges, N.J. with a junction with Norfolk Southern Railway, at Three Bridges, in the Township of Readington, Hunterdon County, NJ, for a one year period as provided in Freight Railroad Service Agreement dated May 24, 2004 between the B&DR and BRW.

B&DR will begin operation of the BRW no sooner than seven days from the filing of this Notice. A copy of the Freight Railroad Service Agreement which provides for a one year period for this lease is attached hereto as Exhibit B .

Pursuant to 49 C.F.R. § 1150.43, B&DR submits the following information:

NAME OF ENTITY ACQUIRING

Belvidere & Delaware River Railway Company, Inc., a class III carrier, located at 105 John Ringo Road, Ringoes, N.J. 08551. It files this Notice of Exemption pursuant to 49 CFR § 1150.41(c) to operate the Black River & Western Corp d/b/a/ Black River & Western Railroad Company.

TYPE OF TRANSACTION

The BR&W has assigned for a period of one year as explained in Exhibit B attached, the exclusive right to provide freight service over its line of railroad between MP 6.2 Ringoes and MP 16.2 Three Bridges, Hunterdon County, New Jersey to B&DR. The line interchanges with the Norfolk Southern Railway at Three Bridges, N.J.

THE TRANSFEROR ENTITY

The transferor entity and current operator of the property is the BRW, a class III railroad carrier, located at 105 John Ringo Road, Ringoes, New Jersey.

DESCRIPTION OF LINE TO BE OPERATED

The proposed transaction involves the non exclusive assignment of trackage rights from the BRW to the B&DR for the approximately 10 miles of rail line located in Hunterdon County, NJ.

PETITIONER'S REPRESENTATIVE

Comments must be filed with the Board and served on John K. Fiorilla, Esq., Watson, Stevens, Fiorilla & Rutter, LLP, 390 George Street, P.O. Box 185, New Brunswick, New Jersey 08903, telephone number (732) 545-2250.

LINE CONNECTIONS

The B&DR proposes to operate the line to connect with Norfolk Southern Railway Company ("NS") at Three Bridges, New Jersey.

VERIFICATION

The B&DR, hereby certifies as attached that its projected revenues do not exceed those that would qualify it as a Class III carrier and that its projected annual revenues will not exceed \$5,000,000.00.

MAP

A map of B&DR and BRW is attached hereto as Exhibit A.

The full name and address of the applicant is:

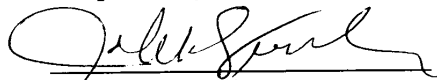
Kean Burenga, President
Belvidere & Delaware River Railway Inc.
P.O. Box 22
Ringo, New Jersey 08551

Any questions concerning this Notice should be sent to the Belvidere & Delaware River Railway, representative at the following address:

John K. Fiorilla
Watson, Stevens, Fiorilla & Rutter, LLP
390 George Street
P O Box 1185
New Brunswick, N.J. 08903
732-545-2250
jfiorilla@wsfr.net

May 28, 2004

Respectfully Submitted,



John K. Fiorilla, Esq.
Watson Stevens Fiorilla & Rutter, LLP
390 George Street
P O Box 1185
New Brunswick, N.J. 08903
(732) 545-2250
Jfiorilla @ wsfr.net

Attorney for Belvidere & Delaware River
Railway, Inc.

CERTIFICATION

I, Kean Burenga hereby certifies that I have read the foregoing Notice of Exemption and I know the facts asserted therein, and that the same are true as stated to the best of my knowledge. I am aware that if any of the foregoing statements are willfully false, that I am subject to punishment.

May 28 2004



Kean Burenga

**Before the
Surface Transportation Board**

Finance Docket No:

FD-34511

**In the Matter
of
BELVIDERE & DELAWARE RIVER RAILWAY COMPANY, INC.
Authority to Operate the
BLACK RIVER & WESTERN CORP. d/b/a BLACK RIVER
AND WESTERN RAILROAD
Between Milepost 6.2 and 16.2, Hunterdon County, New Jersey**

**VERIFIED NOTICE OF EXEMPTION
PURSUANT TO 49 C.F.R. ' 1150.41**

CAPTION

Belvidere & Delaware River Railway Company, Inc.. has filed a Notice of Exemption to Operate the Black River & Western Railroad between Milepost and 6.2, Ringoes and Milepost 16.2, Three Bridges in Hunterdon County, New Jersey. Comments must be filed with the Board and served upon John K. Fiorilla, Esq. Watson, Stevens, Fiorilla & Rutter LLP, 390 George Street, P O Box 1185, New Brunswick, N.J. 08903.

This Notice is filed under 49 CFR §1150.41. If the notice contains false or misleading information, the exemption is void *ab initio*. The filing of a petition to revoke will not automatically stay the transaction.

May 28, 2004

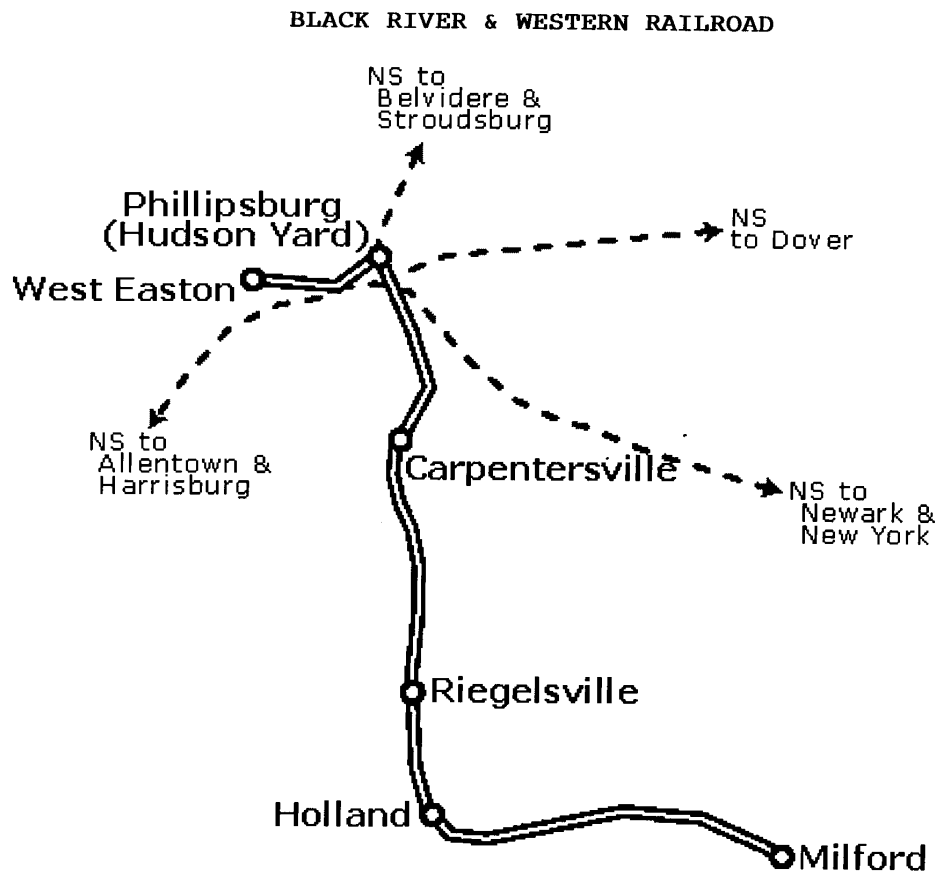
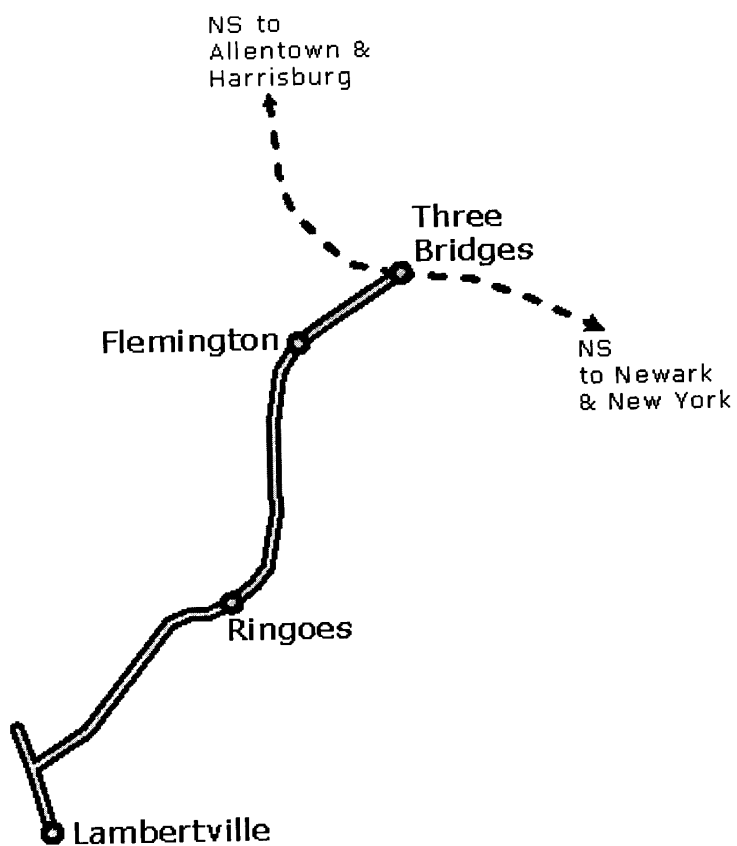


EXHIBIT A

BELVIDERE & DELAWARE RIVER RAILWAY COMPANY, INC.



FREIGHT RAILROAD SERVICE AGREEMENT

THIS FREIGHT RAILROAD SERVICE AGREEMENT made this 24th day of May 2004 between BELVIDERE & DELAWARE RIVER RAILWAY COMPANY, Inc., P.O. Box 22, Ringoes, NJ 08551 (hereafter "B&DR") and BLACK RIVER & WESTERN CORP., P.O. Box 200, Ringoes, New Jersey (hereafter "BR&W"), and collectively referred to as "Railroad Companies."

In consideration of the mutual promises contained herein, the parties hereby enter into this Freight Railroad Service Agreement upon the following terms and conditions.

1. TERM

This Freight Railroad Service Agreement shall be in effect for a period of one year beginning on June 1, 2004. Unless terminated by either party as provided, this agreement shall continue on a year-to-year basis after the initial one-year period. This agreement may be terminated by either party by written notice to the other, given at least ninety (90) days prior to the end of the initial term or any renewal year.

2. SERVICE

B&DR shall have the exclusive right and provide common carrier shortline freight train and switching service to customers on the BR&W line between Ringoes and Three Bridges, NJ. The frequency and extent of the service shall be matched to the needs and volumes of the customers on the line, or portion thereof.

3. FREIGHT RATES & BILLING

B&DR shall have the right to negotiate freight rates with customers and connecting carriers and shall invoice customers and connecting carriers and collect revenues for the services contained in this agreement including interline, switching, demurrage, and lease track charges.

4. EXISTING TRANSPORTATION AND LEASE TRACK AGREEMENTS

BR&W shall assign and B&DR shall honor existing agreements with customers and connecting carriers connected with the services contained in this agreement.

5. CONSIDERATION

In consideration for the use of the subject track and facilities, the B&DR shall pay the BR&W 40% of the gross revenues it collects for services contained in this agreement.

B&DR shall pay the BR&W its share of the revenues within 30 days of collecting same and shall make relevant financial records available to the BR&W for audit.

6. TRACK & FACILITY MAINTENANCE

As additional consideration for use of the subject tracks and facilities, the B&DR shall maintain any main track or sidings, used for the purpose of providing the services contained in this agreement to FRA Class I minimum standards for as long as it uses the subject track or tracks or portion thereof.

Where main track or sidings are also used for tourist passenger train operations, the B&DR shall be responsible for 50% of the maintenance of said tracks and facilities.

The B&DR shall restore any damage to tracks and facilities that might result from derailment or environmental spill.

The B&DR shall have the right to negotiate with State Agencies for capital funding to assist in capital improvements to track or crossings at no cost or obligation to the BR&W.

7. DISPATCHING & TRAIN MOVEMENT

The B&DR shall have the primary responsibility for establishing railroad operating rules and dispatching trains and track equipment between the connection with the Norfolk Southern Railway at Three Bridges NJ and the PRR/CNJ division post at Central Jct. in Flemington, NJ.

The B&DR shall be subject to the operating rules and train dispatcher of any tourist train operations south of the PRR/CNJ division post at Central Jct. in Flemington, NJ.

In the absence of tourist train operation south of Flemington, the B&DR shall establish railroad operating rules and dispatch trains and track equipment over any part of railroad which it operates.

8. GOVERNMENT REGULATIONS & FILINGS

B&DR shall file the required notices with the Surface Transportation Board and comply with Federal Railroad Administration regulations where they apply to the services contained in this agreement.

9. INDEMNIFICATION & INSURANCE

B&DR agrees to indemnify and hold harmless the BR&W, and its agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in the case a third party files action against the BR&W, arising out of B&DR use of BR&W tracks and facilities.

B&DR agrees to carry general liability insurance from a rated insurance company for an amount not less than \$1,000,000 to cover B&DR use of BR&W tracks and facilities and to provide certificate proof of same to the Railroad, upon request.

10. RESERVATIONS

The BR&W reserves the rights to all real estate ownership including the right to grant easements and utility occupations.

B&DR use of BR&W track and facilities is subject to BR&W rights of ownership and B&DR shall cooperate with Utility Companies and any other Lessees, Grantees or Invitees of the BR&W.

B&DR shall in no way encumber the BR&W rights of ownership in the subject real estate.

11. NOTICES

All notices required to be given in writing shall be delivered or mailed, return receipt requested, to the respective Board of Directors of either party at the addresses stated herein or as changed from time to time by a notice delivered or mailed in a like manner.

12. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and date first above written.

BELVIDERE & DELAWARE RIVER
RAILWAY COMPANY, INC.

By: _____

Kean Burenga, President

BLACK RIVER & WESTERN CORP.

By: _____

Kean Burenga, President

CERTIFICATE OF SERVICE
FINANCE DOCKET NO. 34511

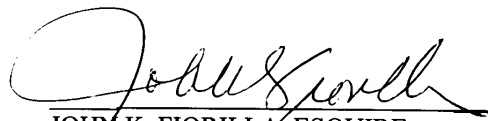
I hereby certify that I have this date served a true copy of the foregoing document upon the Customers and Interchange Railroad as indicated below by Certified Mail, Return Receipt Requested:

Bemis Co.
P.O. Box 475
Flemington, New Jersey 08822

Ferrellgas
P.O. Box 453
Three Bridges, New Jersey 08887

John V. Edwards, Esq.
Norfolk Southern Corporation
Three Commercial Place
Norfolk, Virginia, 23510

Date: MAY 28, 2004



JOHN K. FIORILLA, ESQUIRE
ATTORNEY FOR BELEVIDERE &
DELAWARE RIVER RAILWAY
COMPANY