

JAMES E. HOWARD LLC
ONE THOMPSON SQUARE
SUITE 201
CHARLESTOWN, MA 02129

TEL (617) 886-9322
FAX (617) 886-9324



April 29, 2005

VIA FEDERAL EXPRESS

Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, NW
Washington, DC 20423-0001

ENTERED
Office of Proceedings

MAY 3 - 2005

Part of
Public Record

Re: Petition of Bay Colony Railroad Corp. for Declaratory Order
Finance Docket No. 34698

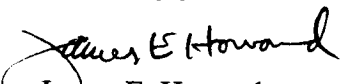
Bay Colony Railroad Corp.--Modified Rail Certificate
Finance Docket No. 29963

Dear Secretary Williams:

Enclosed for filing are the original and 10 copies of the "Petition of Bay Colony Railroad Corp. for Declaratory Order" in Finance Docket No. 34698. Also enclosed is a check in the amount of \$1,400 for the filing fee. In addition, I am enclosing for filing the original and 10 copies of the "Petition of Bay Colony Railroad Corporation to Dismiss 'Notice of Termination of Operating Authority' Filed by Massachusetts Bay Transportation Authority".

Please note that the 2 pleadings enclosed for filing relate to the same subject matter. In particular, the petition for a declaratory order in Finance Docket No. 34698 is incorporated by reference in the petition to dismiss in Finance Docket No. 29963. If you have any questions or need additional information, please let me know.

Very truly yours,


James E. Howard

Enclosures

213901

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 34698



PETITION OF BAY COLONY RAILROAD
CORPORATION FOR DECLARATORY ORDER

ENTERED
Office of Proceedings

MAY 3 - 2005

Part of
Public Record

FILED

MAY 2 - 2005

SURFACE
TRANSPORTATION BOARD

James E. Howard
One Thompson Square, Suite 201
Charlestown, Massachusetts 02129
Tel: 617-886-9322

Attorney for Bay Colony Railroad Corp.

Dated: April 29, 2005

FEE RECEIVED

MAY 2 2005

SURFACE
TRANSPORTATION BOARD

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 34698



PETITION OF BAY COLONY RAILROAD CORPORATION
FOR DECLARATORY ORDER

Bay Colony Railroad Corporation ("Bay Colony") hereby requests that the Board, pursuant to 5 U.S.C. 554 (e) and 49 U.S.C. 721, enter a declaratory order or orders as follows:

(1) determining that the "Notice of Termination of Operating Authority" (the "Notice") filed by the Massachusetts Bay Transportation Authority ("MBTA") on April 13, 2005 in Finance Docket No. 29963 is invalid and ineffective to terminate the regulatory authority of Bay Colony to operate the Millis Industrial Track, (2) determining that Bay Colony has a regular certificate of public convenience and necessity, not a modified certificate, to operate on the Millis Industrial Track, (3) determining that the regulatory rights of Bay Colony cannot be terminated by the MBTA except by means of an adverse abandonment proceeding and (4) declaring that Bay Colony is the successor in interest to, and the current holder of, an easement, as described below, affording Bay Colony the right to provide freight service on the Millis Industrial Track.

Facts

1. On September 2, 1987, Bay Colony filed a notice for an amended modified certificate of public convenience and necessity seeking authority to operate the Millis Industrial Track between the connection with the Framingham line, which was at that time owned by Consolidated Rail Corporation ("Conrail") at Medfield Junction (milepost 0.0) and the end of the line at milepost 3.4 in Norfolk County, Massachusetts. A copy of the notice is attached as Exhibit A.

2. By means of a notice served on September 24, 1987, the Interstate Commerce Commission conferred on Bay Colony a modified certificate for operation of the Millis Industrial Track. The ICC's notice is attached as Exhibit B.

3. Prior to January 17, 1973, the Millis Industrial Track was owned and operated exclusively by Penn Central Transportation Company ("Penn Central"). By deed dated January 17, 1973, Penn Central sold the Millis Industrial Track, together with certain other lines in Massachusetts, to the MBTA. The deed reserved to Penn Central and its successors and assigns a transportation easement to use certain portions of the conveyed lines, including the Millis Industrial Track, in order to permit Penn Central to carry out its common carrier obligations to rail freight customers. A copy of relevant excerpts from the 1973 deed is attached as Exhibit C.

4. On information and belief, the sale of lines by Penn Central to the MBTA in 1973 was not subject to any review or approval by the ICC. Although it became the owner of certain lines, the MBTA apparently did not intend in 1973 to assume any common carrier obligations with respect to rail freight transportation. Because Penn Central intended to continue to discharge such common carrier obligations pursuant to the reserved easement, ICC authorization was presumably not required. See Maine, DOT-- Acq. Exemption, Me. Central R. Co., 8 I.C.C.2d 835 (1991). From January 17, 1973 until March 31, 1976, Penn Central provided rail freight service on the Millis Industrial Track.

5. As of April 1, 1976, Penn Central conveyed certain rail lines and related properties, including the 1973 reserved easement as it pertained to the Millis Industrial Track, to Conrail. A copy of relevant excerpts of the conveyance document is attached as Exhibit D. From April 1, 1976, until late September, 1987, Conrail provided rail service to customers on the Millis Industrial Track. On information and belief, the easement reserved by Penn Central in 1973 and conveyed to Conrail in 1976 remained in existence in 1987.

6. In a certificate and decision served on September 11, 1987, the ICC authorized Conrail to discontinue service on the Millis Industrial Track between mileposts 0.0 and mileposts 3.4. Docket No. AB-167 (Sub-No. 954N). A copy of the decision is attached as Exhibit E.

7. As described above, the ICC issued a modified certificate dated September 24, 1987, which is attached as Exhibit B, authorizing Bay Colony to operate the Millis Industrial Track between milepost 0.0 and milepost 3.4. The modified certificate was issued on the basis of a notice filed by Bay Colony on September 2, 1987. A copy of the notice is attached as Exhibit F.

8. In late September, 1987, after the issuance of the Bay Colony modified certificate, Conrail discontinued its operations on the Millis Industrial Track, and Bay Colony simultaneously initiated its operations. There was no interruption of rail freight service on the Millis Industrial Track at any time.

9. In an agreement entitled "Amendment" dated August 28, 1987, Bay Colony, the MBTA and the Executive Office of Transportation and Construction of the Commonwealth of Massachusetts ("EOTC") acknowledged that the Millis Industrial Track was owned by the MBTA and was subject to a "reserved freight easement". The parties also agreed that the Millis Industrial Track would be deemed to be subject to a 1982 lease agreement between Bay Colony and EOTC which was in the process of being extended and renegotiated in certain respects. The Amendment provided that it would be "valid" only until the renewal of the 1982 lease or September 30, 1987, whichever occurred first. A copy of the Amendment is attached as Exhibit G.

10. Bay Colony has provided rail freight transportation service on the Millis Industrial Track since late September, 1987. The Amendment terminated by its own terms as of September 30, 1987, but Bay Colony continued to provide service on the Millis Industrial Track without any additional written agreement with, but with the knowledge of, the MBTA or EOTC.

11. There are currently two customers receiving rail service on the Millis Industrial Track. During the first quarter of 2005, Bay Colony handled almost 400 cars for these customers. One customer in particular, GAF Corp., is particularly dependent upon rail service for its operations in Millis.

Argument

12. The Notice is defective, because there is no indication that it has been served on persons that have used the line within 6 months prior to the date of the Notice, as required by 49 C.F.R. 1150.24 (b).

13. The Notice is defective, because only the operator of a line pursuant to a modified certificate, rather than the owner of the line or any other party, may give a notice of termination in accordance with 49 C.F.R. 1150.24.

14. In the Notice, the MBTA alleges that "Bay Colony's operation over the Millis Industrial Branch was to be governed by a Lease and Operating Agreement by and between the MBTA and Bay Colony" and that the "Lease and Operating Agreement has by its own terms, expired, and is no longer in force or effect." These allegations are incorrect in several respects. First, Bay Colony's operations on the Millis Industrial Track were governed for a short period of time, in accordance with the Amendment described in paragraph 9 above, by the 1982 lease between EOTC and Bay Colony. Such operations have never been governed by any lease or operating agreement between the MBTA and Bay Colony. Furthermore, the 1982 lease between EOTC and Bay Colony was superseded by a new lease and operating agreement between EOTC and Bay Colony in 1996. The 1996 lease and operating agreement expressly acknowledges that it does not govern or apply to the Millis Industrial Track.

15. As originally promulgated by the ICC in 1980 and as they exist today, the regulations governing modified certificates provide that the rules apply to lines that have been abandoned or approved for abandonment and are acquired by a State or a political subdivision or

instrumentality of a state. Common Carrier Status of States, State Agencies and Instrumentalities, and Political Subdivisions, 363 I.C.C. 132 (1980); 49 C.F.R. 1150.1, et. seq.

The Millis Industrial Track was never abandoned or approved for abandonment. To the contrary, as described above, ownership of the Millis Industrial Track was transferred in 1973 from Penn Central to the MBTA, subject to the reserved easement, and Penn Central, Conrail and Bay Colony have provided freight service on the line continuously to the present date. Conrail received authority to discontinue operations, which it had conducted pursuant to the 1973 easement, but Conrail neither requested nor obtained authority to abandon the easement. The proper procedure for termination of rights under a transportation easement is to request and obtain abandonment, rather than discontinuance, authority. Waterloo Railway Company--Adverse Abandonment--Lines of Bangor & Aroostook Railroad Company and Van Buren Bridge Company in Aroostook County, Maine, STB Finance Docket No. AB-279 (Sub-No. 3), decision served May 3, 2004.

16. Based on the foregoing, it would appear that use of the modified certificate procedure by Bay Colony in 1987 may not have been appropriate, because the Millis Industrial Track had never been abandoned or approved for abandonment. The Board should determine, therefore, that Bay Colony has a regular certificate of public convenience and necessity for operation of the Millis Industrial Track. Bay Colony has provided the information that would be required if Bay Colony filed at this time a notice of exemption pursuant to 49 C.F.R. 1150.41, et seq., in order to obtain a regular certificate of public convenience and necessity.

17. If Bay Colony is deemed to have a regular certificate of public convenience and necessity, its rights and obligations to operate on the Millis Industrial Track may be terminated only by means of an abandonment proceeding pursuant to 49 U.S.C. 10903. Specifically, if the MBTA wishes to terminate the rights and obligations of Bay Colony, the MBTA must pursue and prevail in an adverse abandonment proceeding before the Board.

18. Contrary to the contention of the MBTA in the Notice, the right of Bay Colony to provide service on the Millis Industrial Track is not dependent upon the existence of any agreement between the MBTA and Bay Colony. As described above, Bay Colony has regulatory authority to operate the line. To the extent that the parties are unable to agree upon terms and conditions for the operation of the line, the Board should be able to prescribe terms and conditions much in the same manner as it prescribes terms and conditions for trackage rights when the parties are unable to reach agreement.

19. As described above, Bay Colony took over the operation of the Millis Industrial Track from Conrail without any interruption of service. Conrail and Bay Colony entered into several agreements facilitating the transition and defining their commercial and operational relationships at the interchange between the Millis Industrial Track and Conrail's Framingham line. On information and belief, Conrail did not release the 1973 easement or consent to its termination in 1987 or at any subsequent time. Bay Colony has operated the line without any written agreement with the MBTA. These events and actions constituted or were tantamount to a transfer or assignment of the 1973 easement by Conrail to Bay Colony. At the very least, these actions amount to a recognition by the interested parties, including the MBTA, that Bay Colony was operating the Millis Industrial Track pursuant to the 1973 easement and regulatory authority. In addition, in order to eliminate any uncertainty in the future, the Board should direct Conrail formally to assign the 1973 easement to Bay Colony. The transfer or assignment of freight easements is not uncommon. See Georgia Department of Transportation--Petition for Declaratory Order, STB Finance Docket No. 34665, decision served April 13, 2005.

20. To the extent that the Board cannot or declines to determine whether the 1973 easement continues in existence and the identity of the current holder of the easement, the parties should be permitted to have these issues resolved in an appropriate forum. Pending such resolution, the status quo with respect to the regulatory rights of Bay Colony to operate the Millis

Industrial Track should be maintained. Preservation of the status quo is particularly important in order to maintain service for the two customers that are currently located on the Millis Industrial Track.

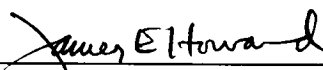
21. Even if Bay Colony is not deemed to have a regular certificate of public convenience and necessity, but only a modified certificate, Bay Colony's regulatory authority should not be terminated without an adverse abandonment proceeding. Given the issues outlined above concerning the 1973 easement and the fact that the Millis Industrial Track was never abandoned or approved for abandonment, the Board should not permit Bay Colony's operating rights to be terminated without hearing and determining the merits of abandonment as evaluated under the standards regularly applied under 49 U.S.C. 10903.

22. As described above, there are a number of issues concerning freight operations on the Millis Industrial Track that are in dispute between the MBTA and Bay Colony and that, as a consequence, have created uncertainties concerning such operations. The Board has discretionary authority to issue a declaratory order to eliminate controversies or remove uncertainties, and the exercise of such authority would be appropriate in this case.

WHEREFORE, Bay Colony respectfully requests the Board, for the reasons stated above, to enter declaratory orders in accordance with the first paragraph of this Petition or, if the Board believes that the record needs to be further developed in order to enter such orders, to establish a schedule for the submission of evidence and argument.

Respectfully submitted,

Bay Colony Railroad Corporation
By its Attorney,



James E. Howard
One Thompson Square, Suite 201
Charlestown, Massachusetts 02129
Tel.: 617-886-9322

Dated: April 29, 2005

A

DAVID H. ANDERSON

ATTORNEY AT LAW

288 LITTLETON ROAD, SUITE 21
WESTFORD, MASSACHUSETTS 01886
PH (978) 392-9995 | FAX (978) 392-9996

ADMITTED IN
MASSACHUSETTS AND
NEW HAMPSHIRE

April 12, 2005

Hon. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423-0001

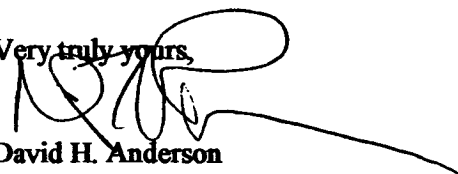
***Re: Finance Docket No. 29963 – Massachusetts Bay Transportation Authority –
Bay Colony Railroad Railroad Corporation – Modified Certificate of Public
Convenience and Necessity – Millis Industrial Track – In Norfolk County,
Massachusetts***

Dear Mr. Williams:

Enclosed for filing in the above-referenced proceeding please find an executed original and ten (10) copies of the Notice of Termination of Operating Authority by the Massachusetts Bay Transportation Authority with respect to the operating authority of the Bay Colony Railroad Corporation over the Millis Industrial Track in Norfolk County, Massachusetts, as provided in the above referenced docket.

Should any questions arise regarding this filing, please feel free to contact me.
Thank you for your consideration in this matter.

Very truly yours,



David H. Anderson
Counsel for the Massachusetts Bay
Transportation Authority

Enclosures

**Before the
SURFACE TRANSPORTATION BOARD
Washington, DC**

FINANCE DOCKET NO. 29963

**MASSACHUSETTS BAY TRANSPORTATION AUTHORITY --
BAY COLONY RAILROAD CORPORATION --
MODIFIED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY --
MILLIS INDUSTRIAL TRACK -- IN NORFOLK COUNTY, MASSACHUSETTS**

NOTICE OF TERMINATION OF OPERATING AUTHORITY

**David H. Anderson
Attorney at Law
288 Littleton Road, Suite 23
Westford, MA 01886
(978) 392-9995**

**Counsel for the Massachusetts Bay
Transportation Authority**

Dated: April 12, 2005

Before the
SURFACE TRANSPORTATION BOARD
Washington, DC

FINANCE DOCKET NO. 29963

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY --
BAY COLONY RAILROAD CORPORATION --
MODIFIED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY --
MILLIS INDUSTRIAL TRACK -- IN NORFOLK COUNTY, MASSACHUSETTS

NOTICE OF TERMINATION OF OPERATING AUTHORITY

INTRODUCTION

On September 2, 1987, a notice was filed pursuant to 49 CFR 1150.23 in the above referenced finance docket by the Bay Colony Railroad Corporation ("Bay Colony") for a modified certificate of public convenience and necessity with respect to, *inter alia*, operating authority over the so-called Millis Industrial Track in Norfolk County, Massachusetts, as defined therein. The Millis Industrial Track was then, and is now, owned by the Massachusetts Bay Transportation Authority ("MBTA").

The Surface Transportation Board's predecessor, the Interstate Commerce Commission, approved such notice by decision served on September 24, 1987.

As set forth in Bay Colony's original notice in this matter, Bay Colony's operation over the Millis Industrial Branch was to be governed by a Lease and Operating Agreement by and between the MBTA and Bay Colony (the "Lease and Operating Agreement").

The Lease and Operating Agreement has, by its own terms, expired, and is no longer in force or effect.

In the interest of best meeting present and future shipper needs along the Millis Industrial Track, the MBTA has commenced the process of seeking bids from prospective future operators of the Millis Industrial Track.

TERMINATION OF OPERATING AUTHORITY

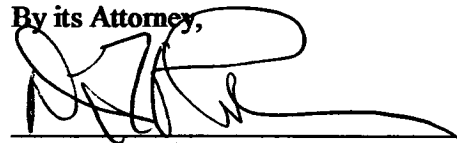
Accordingly, pursuant to 49 CFR 1150.24, and other authority under the ICC Termination Act of 1995, the MBTA hereby provides notice to Bay Colony and the Surface Transportation Board of its decision to terminate Bay Colony's operating authority over the Millis Industrial Track.

Such termination shall be effective as of June 30, 2005.

Respectfully submitted,

**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY**

By its Attorney,

A handwritten signature in black ink, appearing to read 'David H. Anderson', is written over a horizontal line.

Dated: April 12, 2005

David H. Anderson
Attorney at Law
288 Littleton Road, Suite 23
Westford, MA 01886
(978) 392-9995

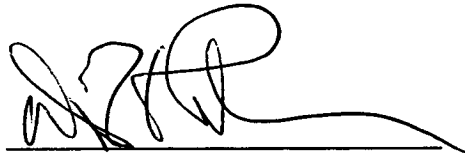
CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of April, 2005, I caused a copy of the foregoing Notice of Termination to be served by first class mail, postage pre-paid, on the following individuals, agencies and/or entities:

Bay Colony Railroad Corporation
420 Washington Street, Suite 401
Braintree, MA 02184
Attention: Office of the President

James E. Howard, Esq.
One Thompson Square
Suite 201
Charlestown, MA 02129

Dated: April 12, 2005

A handwritten signature in black ink, appearing to read 'D. H. Anderson', written over a horizontal line.

David H. Anderson

B

SEP 28 1987

FR-7035-01
DO

SERVICE DATE

SEP 24 1987

INTERSTATE COMMERCE COMMISSION

Finance Docket No. 29963

BAY COLONY RAILROAD CORPORATION
MODIFIED RAIL CERTIFICATE^{1/}

FD/3

NOTICE

On September 2, 1987, a notice was filed by the Bay Colony Railroad Corporation (Bay Colony), for a modified certificate of public convenience and necessity under 49 CFR 1150.23. Bay Colony has entered into an agreement with the Commonwealth of Massachusetts to operate the Millis Industrial Track, now operated by Consolidated Rail Corporation (Conrail), and the Lowell Secondary Track, now operated by Springfield Terminal Railway Company (ST). The Commonwealth of Massachusetts runs both of these rail lines.

The Millis Industrial Track is a 3.4 mile rail line in the Commonwealth of Massachusetts between the northeast side of the Framingham Secondary right-of-way line in Medfield Junction (Milepost 0.0) and the end of the line in Millis

^{1/} Bay Colony's operation of the Millis Industrial Track and the Lowell Secondary Track -- the two lines here at issue -- is the subject of this modified rail certificate, and, contrary to Bay Colony's assertion, does not involve an amendment of Bay Colony's prior modified rail certificate, served June 29, 1982, that covers a number of lines owned by the Commonwealth of Massachusetts.

(Milepost 3.4), all in Norfolk County. The involved 5.3 mile segment of the Lowell Secondary Track in the Commonwealth of Massachusetts extends between West Concord (Milepost 11.5) and Acton (Milepost 16.8), all in Middlesex County.

The Lowell Secondary Track was conveyed to the Commonwealth of Massachusetts by deed of the Penn Central Transportation Company (Penn Central) dated May 14, 1982. Service on the line was continued by ST under lease from the Commonwealth of Massachusetts. ST currently has a modified certificate to operate over the Lowell Secondary. ST is expected to terminate its service pursuant to 49 CFR 1150.24 at or about the time Bay Colony commences operations.

The Millis Industrial Track was conveyed to Massachusetts Bay Transportation Authority, an agency of the Commonwealth of Massachusetts, by deed of Penn Central dated January 17, 1973, subject to a reservation of right to operate freight service over the track. Freight service on the line was continued by Penn Central, and subsequently by Conrail. Conrail's application under 45 U.S.C. 748 to discontinue operation of the Millis Industrial Track in No. AB-167 (Sub-No. 954N) was approved by decision served September 11, 1987.

This notice must be served on the Association of American Railroads (Car Service Division) as agent of all railroads subscribing to the car-service and car-hire agreement, and on the American Short Line Railroad Association.

Dated: September 16, 1987.

By the Commission, Jane F. Mackall, Director, Office of Proceedings.

(SEAL)

Noreta R. McGee
Secretary

C

KNOW ALL MEN BY THESE PRESENTS:

DEED 825

86
17

We, GEORGE P. BAKER, RICHARD C. BOND, and JERVIS LANGDON,

JR., Trustees of the property of the Penn Central Transportation Company, In Proceedings for the Reorganization of a Railroad entitled: "In the Matter of Penn Central Transportation Company, Debtor", No. 70-347, in the United States District Court for the Eastern District of Pennsylvania (Grantors), acting herein pursuant to the authority vested in us by Orders Nos. 20, 867 and 1065 in said proceedings, for the consideration of Nineteen Million Five Hundred Thousand Dollars (\$19,500,000), the receipt of which is hereby acknowledged, GRANT to the MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, a body politic and corporate and a political sub-division of the COMMONWEALTH OF MASSACHUSETTS, established under the provisions of Chapter 161A of the General Laws, inserted by Section 18 of Chapter 563 of the Acts of 1964 (Grantee), free of all liens and encumbrances, subject only to existing leases, licenses and agreements recorded prior to February 3, 1972, all of our right, title and interest in and to certain property of the Grantors, including interests in land, buildings, track bridges, excluding those bridges within the purview of Chapter 634 of the Massachusetts Acts of 1971, all track and related track structures and the signal system and related facilities, consisting of:

(A) The properties of the former Boston and Providence Railroad Company located in the Commonwealth of Massachusetts;

(B) Certain branch lines of railroad of the former New York, New Haven and Hartford Railroad Company; a portion of the abandoned former New York, New Haven and Hartford Railroad Company branch line from Easton to Whittenton Junction; the station facilities and land at Route 128 Station in the Towns of Dedham and Westwood;

(C) Certain parcels of land originally acquired in the name of the former New York, New Haven and Hartford Railroad Company;

(D) The former Boston & Albany main line between Riverside and Framingham, Massachusetts, together with a portion of the Newton Lower Falls Branch Line beginning at Station 519 + 20 and extending southwesterly 2,040 feet to Route 128.

All of the aforesaid property hereby granted is described in Schedule "A" attached hereto and made a part hereof and is shown in red outline on a series of Valuation Plans made a part hereto, entitled:

"Right Of Way And Track Map (Boston And Providence R.R. Corp.) (Old Colony R.R. Co.) (The New York New Haven And Hartford R.R. Co.) Operated by The New York New Haven And Hartford R.R. Co., Scale: 1" = 100 Ft. Date June 30, 1915 Office Of Valuation Engineer, Boston, Mass." and numbered as follows:

V 3.10 through V 3.17	Sheets 4 through 41-1/2, Sheet 31 excluded.
V 3.18 (3.18)1.1(1)	
V 3.19 through V 3.20	Sheets 1 through 6
V 3.21	Sheets 1 through 5
V 3.22	Sheets 1 through 4
V 4.11 through V 4.17	Sheets 11.1, 11.2 through 29
V 4.26	Sheets 1 through 4
V 4.27 through V 4.29	Sheets 1 through 15 including 1A and 1B
V 5.15 through V 5.19	Sheets 12 through 37
V 5.31 through V 5.32	Sheets 1 through 11
V 5.43	Sheets 1 and 2
V 5.44 through V 5.45	Sheets 8 through 18
V 7.22	Sheets 1 and 2

and on a certain set of Valuation Plans entitled:

"Right Of Way And Track Map Boston And Albany Railroad Operated By The New York Central Railroad Company As Lessee Main Line Scale: 1" = 100' June 30, 1915 Office of Valuation Engineer Boston, Mass." and numbered V 1 Sheets 11 through 22.

Said Plans, showing the property granted within each County, are recorded herewith in the Registry of Deeds of the appropriate County.

Reserving from this grant, however, to the Grantors, their successors and assigns, the right and easement, hereinafter referred to as the transportation easement, to use such portions of the premises herein granted, together with the existing buildings, structures, railroad track, facilities and appurtenances thereon as may be necessary, as shall be mutually agreed upon between the parties, for transportation purposes, in common with Grantee's use thereof. Freight service conducted on the transportation easement reserved on the portion of the former Boston and Providence Railroad Company main line between Valuation Station 2267 + 00 in Boston and Valuation Station 1810 + 00 in Readville shall be limited to the use of a single track from which Grantors will be able to continue service solely to existing receivers of freight on said portion of said line. Grantors shall have the right to use the existing track system for purposes of required crossovers for such freight service. Any change in the existing crossover system made by the Grantee shall be at the expense of the Grantee as provided hereinafter. To the extent that use of the easement reserved herein may be reduced either by discontinuance of passenger service or by an abandonment of freight service, then the easement reserved may be limited to the minimum required trackage as may be mutually agreed upon.

The transportation easement reserved on the remaining lines of former Boston and Providence Railroad Company and on the other branch line rights of way shall be the minimum adequate to enable Grantors to carry out their obligations to shippers and receivers on the said main lines and branch line rights of way on a track or tracks to be mutually agreed upon between the parties. To the extent that passenger services on said main lines or branch line rights of way are presently being conducted the transportation easement shall also be the minimum adequate to operate such service so long as it continues.

The transportation easement reserved on the main line of the former Boston and Providence Railroad Company includes the right to operate passenger trains for the account of "Amtrak," so-called, and Grantors are obligated under their agreement with "Amtrak" to preserve, until July 1, 1973, the use of said main lines for the purposes of providing Inter-City Passenger Service. The transportation easement so far as it relates to this "Amtrak" service shall terminate on July 1, 1973 unless (a) the "Amtrak" agreement is extended or (b) Grantors are required by law or an order of a regulatory agency to continue Inter-City Passenger Service. In the event of such continuance of service, the transportation easement shall continue subject to terms and conditions to be agreed upon by the parties or their successors. The transportation easement reserved shall terminate as to any portion or portions thereof when and if Grantors obtain from any regulatory agency having jurisdiction a certificate permitting of abandonment of operations over any such portion or portions.

The transportation easement reserved herein does not include the right to participate in the proceeds from any development of the air rights over said easement and said easement is intended to permit Grantors to operate thereon for transportation purposes.

Grantors further reserve to themselves, their successors and assigns, the right and easement to use, maintain, replace renew, or install poles, pipes, wires and appurtenances within the scope of the Grantors' easement.

Grantors and Grantee agree that on certain of the rights of way granted, joint use of those rights of way may be feasible and desirable. Grantors and Grantee agree that the use reserved by Grantors with respect to those rights of way may be limited by time or usage to enable Grantee to enjoy use of said rights of way for rapid transit or other purposes. In the event of such

joint use, separate operating agreements shall be negotiated between Grantee and Grantors. In the event that Grantee desires exclusive use of any portion or portions of the properties subject to the easement reserved herein, free of the said easement, Grantors, at Grantee's sole cost and expense, shall modify their operations in accordance with plans and contracts approved by the Chief Engineer of Grantors at such locations as may be mutually agreed upon between the parties. Said approval of the Chief Engineer shall not be unreasonably withheld.

Grantee agrees that any air rights development will not interfere with Grantors' free and uninterrupted use of the transportation easement reserved and agrees to submit plans of any such development over said easement for approval by Grantors' Chief Engineer to the extent said development affects such easement, which approval shall not be unreasonably withheld.

Grantors agree to bear the cost of necessary maintenance, repair and alteration of all buildings, structures, tracks, facilities and appurtenances, used solely by Grantors. If Grantors and Grantee use any of the premises jointly then Grantee shall assume the obligations of this covenant to the extent of such joint use, provided, however, that neither party shall be obligated to pay more than the amount which would have been required had there been a separate rather than a joint use. Grantors and Grantee agree that the maintenance, repair and alteration covenant assumed herein may require Grantors to provide, from time to time, material, which in accordance with sound accounting principles is chargeable to capital account. With respect to such material provided by Grantors, Grantors shall retain the right to remove it upon the abandonment of the transportation easement reserved, provided that the usefulness of the premises is not impaired. Without limiting the generality of the foregoing, items chargeable to capital account shall include heavier rail than that on the premises at the closing date, welded rail and new signal

systems or their appurtenances.

Grantors agree that at such time or times as they obtain a certificate of abandonment of the transportation easement, or any portion or portions thereof, or if they in fact cease to use the said easement, then the said easement shall to the same extent terminate and Grantors shall execute upon the request of Grantee an appropriate release of said easement.

Said premises are granted subject to conditions of title and to leases, licenses and agreements of the Grantors applicable to the granted premises in effect and recorded prior to February 3, 1972; and for consideration of the aforesaid, the Grantors, insofar as they lawfully may, do hereby assign to Grantee all of their rights and privileges applicable to the granted premises, except that the existing agreements between Grantors and Massachusetts Bay Transportation Authority and Grantor and "Amtrak" or any extension thereof are not included herein, and it is further agreed that in lieu of any real estate tax apportionment with regard to the property hereunder, the income from said property shall be retained by Grantor for the calendar year 1972 and applied to the payment of Massachusetts real estate taxes as ordered by the Reorganization Court.

All of the terms and provisions of this grant shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns forever.

.. In order to facilitate the recording of this deed it has been executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

The Massachusetts deed excise tax stamps required in connection with the grant hereby made have been affixed to the

counterpart hereof to be recorded with Suffolk County Registry
of Deeds.

IN WITNESS WHEREOF, we, George P. Baker, Richard C. Bond
and Jervis Langdon, Jr., Trustees of the Property of Penn Central
Transportation Company, Debtor, have hereunto set our hands and
seals this 17th day of January, 1973.

SIGNED, SEALED and DELIVERED
in the presence of:

David L. McConelly
Vernon P. Chesney

George P. Baker
George P. Baker, Trustee

Richard C. Bond
Richard C. Bond, Trustee

Jervis Langdon, Jr.
Jervis Langdon, Jr., Trustee

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

Boston, January 17 1973

Then personally appeared the above-named George P. Baker
and acknowledged the foregoing instrument to be his free act and
deed, before me.

Richard J. Ferriter
Richard J. Ferriter
Notary Public
My Commission Expires:
November 26, 1976

COMMONWEALTH OF PENNSYLVANIA)
: ss.
COUNTY OF PHILADELPHIA)

Philadelphia, Pa. January 22, 1973

Then personally appeared the above-named Richard C. Bond and Jervis
Langdon, Jr. and acknowledged the foregoing instrument to be their free act and
deed, before me.

William J. O'Neill
WILLIAM J. O'NEILL
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires June 26, 1976

SCHEDULE A

(A) The property comprising the main line right of way of the former Boston and Providence Railroad Company, beginning in Boston and extending in a generally southwesterly direction through Roxbury, Jamaica Plain, Forest Hills, Mount Hope, Clarendon Hills, Hazelwood, Readville, in Suffolk County, and continuing thence in a southwesterly direction through Dedham, Canton, Westwood, Sharon, Sharon Heights, Foxboro, East Foxboro, in Norfolk County, and continuing thence in a southwesterly direction through Mansfield, West Mansfield and Attleboro at the boundary line between the Commonwealth of Massachusetts and the State of Rhode Island in Bristol County.

The former Boston and Providence Railroad Company East Junction Branch Line from East Junction in the City of Attleboro to the boundary line between the Commonwealth of Massachusetts and the State of Rhode Island in the City of Seekonk, all located in Bristol County.

The former Boston and Providence Railroad Company Dedham Branch Line, beginning in Boston, Suffolk County, and extending to Dedham, Norfolk County.

The former Boston and Providence Railroad Company Branch Line between Forest Hills and West Roxbury, all located in Suffolk County.

The former Boston and Providence Railroad Company Branch Line from Canton to Stoughton, all in the County of Norfolk.

The former Boston and Providence Railroad Company Branch Line from West Roxbury in Suffolk County to Dedham in Norfolk County.

(B) The former New York, New Haven and Hartford Railroad Company Branch Line, beginning at Stoughton, Norfolk County, continuing through Easton to Raynham in Bristol County, together with a portion of the former New York, New Haven and Hartford Railroad Company abandoned branch line between Easton and Whittenton Junction, Taunton, all in Bristol County.

The former New York, New Haven and Hartford Railroad Company Branch Line, beginning in West Roxbury, Suffolk County, to Needham, Norfolk County.

The former New York, New Haven and Hartford Railroad Company
Branch Line from Cook Street in Newton, Middlesex County, through
Needham, Dedham, Dover, Medfield to Millis in Norfolk County.

The former New York, New Haven and Hartford Railroad Company
Branch Line between Braintree, Norfolk County, to Plymouth, Plymouth
County, passing through Weymouth, Abington, Whitman, Hanson, Halifax,
Plympton and Kingston.

The former New York, New Haven and Hartford Railroad Company
Branch Line between Readville and Franklin, beginning in Boston,
Suffolk County, running through Dedham, Westwood, Norwood, Walpole,
Norfolk to Franklin, Norfolk County.

The former New York, New Haven and Hartford Railroad Company
Branch Line between Braintree and Campello, beginning in Braintree,
running through Randolph, Holbrook and Avon, Norfolk County, continu-
ing thence to Brockton, Plymouth County.

(C) Certain parcels of land originally acquired in the name of
the former New York, New Haven and Hartford Railroad Company located
within or immediately adjacent to the former Boston and Providence
Railroad Company main line between Valuation Stations 2267 + 00 and
305 + 13, included within the red outline on the plans made a part
of and filed with the deed granting the properties herein, as follows:

<u>Location</u>	<u>County</u>	<u>Val. map</u>	<u>Valuation CL Sta.</u>	<u>Area</u>
Boston	Suffolk	11(317) 41.1 41 1/2.1 (41.1 41 1/2.1)	2215+0	100 sq. ft.
"	"	"	2216+50	2,000 " "
Hyde Park	"	11(315) 34.1(34)	1833+50	12,750 " "
" "	"	11(315) 33.1(33)	1800+0	3,750 " "
Sharon	Norfolk	11(3.13) 21.1(21)	1292+0	4,500 " "
"	"	11(3.13) 19.1A(19-20)	1234+0	4,350 " "
"	"	"	1223+0	5,200 " "
"	"	11(3.13) 19.1(19)	1210+0	40,850 " "
E. Foxboro	"	11(3.13) 17.1(17)	1070+0 to 1097+39	88,285 " "
Foxboro	"	11(3.13) 16.1(16)	1036+10 to 1070+31	95,640 " "
"	"	"	1030+0	22,110 " "
Attleboro	Bristol	11(3.12) 9.1(9)	660+0	21,780 " "
"	"	11(3.11) 7.1(7)	570+0	37,800 " "

D

Document No.

PC-CRC - RP-89

DEED

THIS DEED IS MADE BY AND BETWEEN

ROBERT W. BLANCHETTE, RICHARD C. BOND AND JOHN H. MCARTHUR,

AS TRUSTEES OF THE PROPERTY OF

PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR

(collectively "Grantor"), whose address is Six Penn Center,
Philadelphia, Pennsylvania 19104

AND

CONSOLIDATED RAIL CORPORATION,

a corporation organized and existing under the laws of the
State of Delaware ("Grantee"), whose address is 1818 Market Street,
Philadelphia, Pennsylvania 19103.

WHEREAS, the Debtor is a railroad in reorganization under Section 77 of the Federal Bankruptcy Act, 11 U.S.C. Sec. 206, and is a railroad in reorganization as that term is defined in the Regional Rail Reorganization Act of 1973 (Public Law 93-236, 87 Stat. 986), as amended ("Act"); and

WHEREAS, by orders of the United States District Court for the Eastern District of Pennsylvania entered in Docket No. 70-347 the above-named individuals were duly appointed and are now serving as Trustees of the property of the Debtor; and

WHEREAS, the United States Railway Association, pursuant to Section 209 (c) of the Act, has certified to the Special United States District Court established pursuant to Section 209 (b) of the Act ("Special Court"), that the rail properties of the Debtor hereinafter described (except those hereinafter reserved and excepted) are to be transferred by the Grantor to the Grantee; and

WHEREAS, pursuant to Section 303 (b) (1) of the Act, the Special Court has ordered the Grantor to convey to the Grantee all of the Grantor's right, title and interest in such rail properties, free and clear of any liens or encumbrances as provided in Section 303 (b) of the Act;

NOW, THEREFORE, pursuant to the Order of the Special Court, the Grantor hereby grants and conveys to the Grantee:

A. All of the Grantor's right, title and interest, legal and equitable, in and to the real property located in the

County of Norfolk, Commonwealth of Massachusetts

as described in Exhibit A attached to this Deed as a part hereof, together with all of the appurtenances, hereditaments, franchises, ways, waters, minerals, rights, privileges, improvements, fixtures, licenses, leaseholds, reversions, easements, rights under operating, trackage and joint facility agreements, rents, issues, profits and other interests and items belonging to or in any way appertaining to such real property, including but not limited to all real property items that would properly be recorded in Accounts 1 through 45 and 90 of the Property Accounts prescribed by the Interstate Commerce Commission for Railroad Companies in its Uniform System of Accounts, 49 C.F.R. Part 1201, to the extent that such interests and items belong or in any way appertain to such real property, except as those interests and items belong or appertain to the real property hereinafter reserved and excepted.

MILLS
to
Bellingham

34

B. 1. The easements and rights to use, operate, maintain, repair, renew, replace and remove on, under, over and across the real property hereinafter reserved and excepted ("Grantor's Burdened Property"), any and all lines, poles, pipes, appliances, equipment, structures, facilities and appurtenances (each an "Easement Item") existing on and used or useful as of the date of delivery of this Deed as a part of any railroad communication, signal or interlocker system or as a part of any electric, telephone, telegraph, water, gas, steam, sanitary sewer, storm sewer or other utility system, together with the easement of reasonable access over the Grantor's Burdened Property to permit the exercise of the foregoing easements and rights, and the easement for lateral support of the real property conveyed by this Deed.

2. The easements and rights for the specific uses, if any, (each an "Easement Item") particularly described in Exhibit B attached to this Deed as a part hereof and burdening certain real property hereinafter reserved and excepted.

3. The Grantee shall give the Grantor reasonable notice before entering on the Grantor's Burdened Property to exercise the easements and rights conveyed in this Paragraph B, and shall exercise such easements and rights (a) so as not to interfere unreasonably with the use and enjoyment of the Grantor's Burdened Property, (b) in compliance with generally applicable reasonable requirements established from time to time by the Grantor and (c) so as not to increase materially the burden on the Grantor's Burdened Property existing on the date of delivery of this Deed. The Grantee shall indemnify and save the Grantor harmless from any loss, damage or expense arising from the exercise of the foregoing easements and rights, without regard to negligence on the part of the Grantor or the Grantee. Upon request of and at the expense of the Grantor, the Grantee shall execute and deliver to the Grantor a deed or other instrument releasing the Grantee's rights in any part of the Grantor's Burdened Property that is not used or reasonably needed by the Grantee in the exercise of the easements and rights conveyed in this Paragraph B.

4. If the location of any Easement Item would interfere with any proposed use or sale of any part of the Grantor's Burdened Property, the Grantor may, at the Grantor's expense and after obtaining the Grantee's written consent, relocate the interfering Easement Item or cause the same to be relocated. Such consent will be granted unless (a) the Easement Item cannot be relocated as proposed by the Grantor without unreasonable interference to the Grantee's operations or without damage to the integrity of the system of which the Easement Item is a part or (b) the Grantee will not have reasonable access to the relocated Easement Item. If the Grantee has previously released its easements and rights in any real property as provided in Paragraph B. 3. and a relocated Easement Item falls, in whole or in part, within the area that has been so released, the Grantor and the Grantee shall exchange the following instruments promptly after the relocation is completed:

(a) The Grantor shall execute and deliver to the Grantee a supplementary deed of easement which conveys to the Grantee with respect to the relocated Easement Item the easements and rights described in this Paragraph B.

(b) The Grantee shall execute and deliver to the Grantor a deed or other instrument of release as provided in Paragraph B. 3.

5. The Grantor shall bear all expenses and the cost of all transfer and recording taxes, fees and charges in connection with all deeds and other instruments delivered pursuant to this Paragraph B.

RESERVING AND EXCEPTING, HOWEVER, TO THE GRANTOR:

C. All the respective right, title and interest of the Grantor, legal and equitable, in and to the real property described in Exhibit B attached to this Deed as a part hereof, but subject, however, to (a) the limitation of access thereto across the real property conveyed by this Deed as hereinafter provided and (b) the easements and rights conveyed pursuant to Paragraph B above.

D. 1. The easements and rights to use, operate, maintain, repair, renew, replace and remove on, under, over and across the real property conveyed by this Deed ("Grantee's Burdened Property"), any and all lines, poles, pipes, appliances, equipment, structures, facilities and appurtenances (each an "Easement Item") existing on and used or useful as of the date of delivery of this Deed as a part of any railroad communication, signal or interlocker system or as a part of any electric, telephone, telegraph, water, gas, steam, sanitary sewer, storm sewer or other utility system, together with the easement of reasonable access over the Grantee's Burdened Property to permit the exercise of the foregoing easements and rights, and the easement for lateral support of the real property reserved and excepted from this conveyance.

2. The easements and rights for the specific uses, if any, (each an "Easement Item") particularly described in Exhibit B to this Deed and burdening certain real property conveyed by this Deed.

3. The Grantor shall give the Grantee reasonable notice before entering on the Grantee's Burdened Property to exercise the easements and rights reserved and excepted in this Paragraph D, and shall exercise such easements and rights (a) so as not to interfere unreasonably with the use and enjoyment of the Grantee's Burdened Property, (b) in compliance with generally applicable reasonable requirements established from time to time by the Grantee and (c) so as not to increase materially the burden on the Grantee's Burdened Property existing on the date of delivery of this Deed. The Grantor shall indemnify and save the Grantee harmless from any loss, damage or expense arising from the exercise of the foregoing easements and rights, without regard to negligence on the part of the Grantee or the Grantor. Upon request of and at the expense of the Grantee, the Grantor shall execute and deliver to the Grantee a deed or other instrument releasing the Grantor's rights in any part of the Grantee's Burdened Property that is not used or reasonably needed by the Grantor in the exercise of the easements and rights reserved and excepted in this Paragraph D.

4. If the location of any Easement Item would interfere with any proposed use or sale of any part of the Grantee's Burdened Property, the Grantee may, at the Grantee's expense and after obtaining the Grantor's written consent, relocate the interfering Easement Item or cause the same to be relocated. Such consent will be granted unless (a) the Easement Item cannot be relocated as proposed by the Grantee without unreasonable interference to the Grantor's operations or without damage to the integrity of the system of which the Easement Item is a part or (b) the Grantor will not have reasonable access to the relocated Easement Item. If the Grantor has previously released its easements and rights in any real property as provided in Paragraph D. 3. and a relocated Easement Item falls, in whole or in part, within the area that has been so released, the Grantor and the Grantee shall exchange the following instruments promptly after the relocation is completed:

(a) The Grantee shall execute and deliver to the Grantor a supplementary deed of easement which conveys to the Grantor with respect to the relocated Easement Item the easements and rights described in this Paragraph D.

(b) The Grantor shall execute and deliver to the Grantee a deed or other instrument of release as provided in Paragraph D. 3.

5. The Grantee shall bear all expenses and the cost of all transfer and recording taxes, fees and charges in connection with all deeds and other instruments delivered pursuant to this Paragraph D.

E. All mineral rights owned by the Grantor in any parcel as to which an interest in the surface is not conveyed by this Deed.

TO HAVE AND TO HOLD the real property and the easements and rights hereby conveyed to the Grantee, free and clear of (a) any liens or encumbrances as provided in Section 303 (b) of the Act and (b) any and all easements and rights of access to the real property reserved and excepted from this conveyance across the real property conveyed by this Deed (except as otherwise provided in this Deed), even if such easements and rights would otherwise arise by reason of necessity, implication or other operation of law, statute, ordinance, rule or regulation of any governmental entity, BUT SUBJECT, HOWEVER, to (i) those easements and rights reserved and excepted in Paragraph D above, (ii) all existing licenses, easements, leases (other than those which may have been created to secure payment of a financial obligation), and operating, trackage right and joint facility agreements and (iii) Operating Rights Grants, if any, from the Grantor to a third party conveyed concurrently with this conveyance and identified in Exhibit B to this Deed.

The Grantor hereby covenants that the Grantor will perform, execute, acknowledge and deliver any and all such further acts, deeds, assignments and other instruments as may be reasonably requested by the Grantee to convey, confirm, clarify, identify or more precisely describe the real property and the easements and rights conveyed by this Deed or intended so to be in order to carry out the intent of this Deed in light of the designations contained in the Final System Plan which has been certified to the Special Court by the United States Railway Association pursuant to the Act, and to effect the recordation of, or otherwise perfect, this Deed and all such other deeds, assignments and instruments under any applicable statute, ordinance, rule or regulation.

The Grantee hereby covenants that the Grantee will perform, execute, acknowledge and deliver any and all such further acts, deeds, assignments and other instruments as may be reasonably requested by the Grantor to confirm, clarify, identify or more precisely describe the real property and the easements and rights reserved and excepted from this conveyance or intended so to be in order to carry out the intent of this Deed in light of the designations contained in such Final System Plan, and to effect the recordation of, or otherwise perfect, this Deed and all such other deeds, assignments and instruments under any applicable statute, ordinance, rule or regulation.

36

By acceptance of this Deed, the Grantee (a) agrees to perform each of the obligations imposed on the Grantee by the terms of this Deed, and (b) assumes and agrees to perform and observe all obligations and conditions on the part of the Grantor or the Grantor's predecessor in title to be performed or observed that arise or accrue after the date of delivery of this Deed under all licenses, easements, leases (other than those which may have been created to secure payment of a financial obligation) and operating, trackage right and joint facility agreements (subject, however, to the terms thereof) which are conveyed by this Deed and under those to which this conveyance is made subject, provided that the Grantee assumes no obligation or liability that arises after the date of delivery of this Deed out of any event, act or failure to act that occurred prior thereto and, where an obligation or liability is related to a period which is both before and after such date, the Grantee assumes only that portion of the obligation or liability which is reasonably allocable to the part of the period after such date. Concurrently with the delivery of this Deed, the Grantee is delivering to the Grantor a separate instrument executed by the Grantee acknowledging receipt and acceptance of this Deed and affirming the provisions of this paragraph.

All of the covenants of the Grantor and the Grantee, respectively, shall be deemed to be real covenants and shall run with the land.

The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this Deed so requires and, whether singular or plural, such words shall be deemed to include in all cases the successors and assigns of the respective parties.

This conveyance and the specific covenants of the Grantor are made by the Grantor as Trustees of the property of the Debtor, and not individually, and this conveyance is made without covenants of title or any warranties express or implied.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 30th day of March, 1976 by Malcolm V. Lane, Jr. being duly authorized so to do by order of the United States District Court for the Eastern District of Pennsylvania entered in Docket No. 70-347.

Signed and Acknowledged
in the Presence of:

Walter V. Peters
Walter V. Peters

Anna Freund

Anna Freund

ROBERT W. BLANCHETTE, RICHARD
C. BOND AND JOHN H. MCARTHUR,
AS TRUSTEES OF THE PROPERTY OF
PENN CENTRAL TRANSPORTATION
COMPANY, DEBTOR

By Malcolm V. Lane, Jr. L.S.
Malcolm V. Lane, Jr.
OFFICER

DISTRICT OF COLUMBIA, SS:

On this 30th day of March, 1976, before me, a Notary Public authorized to take acknowledgements and proofs in the District of Columbia, personally appeared Malcolm V. Lane, Jr., personally known to me to be the person whose name is subscribed to the foregoing Deed, bearing the same date as this certificate of acknowledgement, and acknowledged himself to be an Officer of Robert W. Blanchette, Richard C. Bond and John H. McArthur, Trustees of the Property of Penn Central Transportation Company, Debtor, and that as such Officer and being authorized so to do, he executed the foregoing Deed on behalf of and in the name of the Trustees as their free act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

This Instrument Prepared By:

United States Railway Association
Pursuant to the Act

Dorothy L. Katz
Dorothy L. Katz
Notary Public in and for
The District of Columbia
My Commission expires January 31, 1980

Document No.

PC-CRC-RP-89

Situate in the County of Norfolk, Commonwealth of Massachusetts, and being the Penn Central Transportation Company's line of railroad known as the Randolph Secondary Track, and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near Braintree Highlands, connecting to another line of railroad known as the Penn Central Middleboro Branch, and terminates in the County near Warren Street, (Rte 139), in Randolph.

The line of railroad described herein is identified as Line Code 4194 in the records of the United States Railway Association.

A - 15

Document No.

PC-CRC-RP-89

Situate in the County of Norfolk, Commonwealth of Massachusetts, and being the Penn Central Transportation Company's line of railroad known as the West Quincy Secondary Track, and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near Washington Street, in Braintree, connecting to another line of railroad known as the Penn Central Middleboro Branch, and terminates in the County near West Quincy.

The line of railroad described herein is identified as Line Code 4196 in the records of the United States Railway Association.

A - 16

Document No.

PC-CRC-RP-89

Situate in the County of Norfolk, Commonwealth of Massachusetts, and being the Penn Central Transportation Company's line of railroad known as the Cliquot Secondary Track, and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County at Medfield Junction, connecting to another line of railroad known as the Dover Secondary Track and the Framingham Branch, passes through Cliquot and terminates in the County at Bellingham Junction.

The line of railroad described herein is identified as Line Code 4197 in the records of the United States Railway Association.

A-17 Revised

(38)

E

SERVICE DATE**SEP 11 1987**

INTERSTATE COMMERCE COMMISSION

CERTIFICATE AND DECISION

Docket No. AB-167 (Sub-No. 954N)

CONRAIL DISCONTINUANCE OF SERVICE IN NORFOLK COUNTY, MA

Decided: September 8, 1987

Consolidated Rail Corporation (Conrail) filed an application on June 1, 1987 under section 308 of the Regional Rail Reorganization Act of 1973¹/ to discontinue service over a 3.4-mile line of railroad known as the Millis Industrial Track from the northeast side of the Framingham Secondary right-of-way line in Medfield Junction (milepost 0.0*) to the end of the line in Millis (milepost 3.4) in Norfolk County, MA.

Under section 308(c), the Commission must grant any application for abandonment or discontinuance of service filed by Conrail within 90 days after the date the application is filed unless an offer of financial assistance is made under section 308(d) during that 90-day period.

The time for filing offers of financial assistance has expired without a bona fide offer. In the absence of an offer, an appropriate certificate and decision should be entered.

It is certified: Conrail is authorized to discontinue service over the line described above.

It is ordered:

This certificate and decision is effective on service.

By the Commission, Jane F. Mackall, Director, Office of Proceedings.

Kathleen M. King
Acting Secretary

(SEAL)

F

RUBIN, QUINN & MOSS

ATTORNEYS AT LAW
1800 PENN MUTUAL TOWER

510 WALNUT STREET
PHILADELPHIA, PA. 19106

(215) 925-8300

**PUROLATOR
DELIVERY**

ENTERED
Office of the Secretary

SEP 2 1987

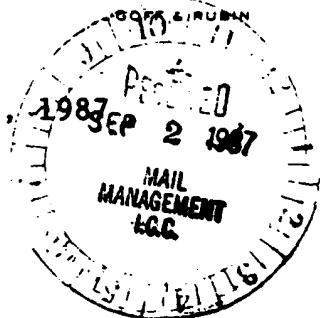
6

Part of KING OF PRUSSIA OFFICE
Public Record SUITE 1
GENERAL WASHINGTON BUILDING
KING OF PRUSSIA, PA 19406
(215) 337-4080

JENKINTOWN OFFICE
SUITE 421
BENJAMIN FOX PAVILION
JENKINTOWN, PA 19046
(215) 884-4600

NEW JERSEY OFFICE
321 SENTRY OFFICE PLAZA
216 HADDON AVENUE
WESTMONT, N.J. 08108
(609) 858-5370

OF COUNSEL
RICHARD M. IMPERATORE
NICHOLAS J. SCAFIDI
ROBERT B. EINHORN



September 1, 1987

Ms. Noreta McGee
Interstate Commerce Commission
12th and Constitution Avenue
Washington, D.C. 20423

RE: Finance Docket No. 29963
Notice of Bay Colony Railroad Corporation For An
Amended Modified Certificate of Public Convenience
and Necessity

Dear Ms. McGee:

Enclosed please find the original and six copies
of the Notice of Bay Colony Railroad Corporation For An
Amended Modified Certificate of Public Convenience and
Necessity. It is my understanding that no filing fee
is required.

Kindly time-stamp the extra copy of this letter to
indicate receipt of the filing and return it to me in
the stamped, self-addressed envelope provided for your
convenience.

Very truly yours,

Eric M. Hocky
Eric M. Hocky

EMH:th

Encl.

ALEXANDER N. RUBIN, JR.
JERROLD V. MOSS
JAMES W. PATTERSON
DENIS JAMES LAWLER
ROBERT SZWAIKOS
THOMAS J. ERICSON
MARC L. HECHT***
ERIC M. HOCKY
EDWARD L. CIEMNIECKI**
MICHAEL D. BUTLER
ELLEN G. CASEY
CHARLES A. DIFAZIO**
CATHERINE PANCHOU

WILLIAM P. QUINN
MALCOLM L. LAZIN*
TERENCE K. HEANEY
ROBERT P. STYLE
ROBERT LAPOWSKY**
DON P. FOSTER
JOHN R. KENNEL II
MARY ELLEN O'LAUGHLIN
JOSEPH F. MESSINA*
PETER C. CILIO
DAVID J. SCHILLER
VICKIE E. LEDUC
JAMES E. O'NEILL III

*ALSO ADMITTED TO D.C. BAR
**ALSO ADMITTED TO N.J. BAR
***ALSO ADMITTED TO N.Y. BAR

BEFORE THE
INTERSTATE COMMERCE COMMISSION
FINANCE DOCKET NO. 29963

NOTICE OF
BAY COLONY RAILROAD CORPORATION
FOR AN AMENDED MODIFIED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY

WILLIAM P. QUINN, Esquire
ERIC M. HOCKY, Esquire
RUBIN, QUINN & MOSS
1800 Penn Mutual Tower
510 Walnut Street
Philadelphia, PA 19106
(215) 925-8300

Attorneys for Bay Colony
Railroad Corporation

BEFORE THE
INTERSTATE COMMERCE COMMISSION

FINANCE DOCKET NO. 29963

NOTICE OF
BAY COLONY RAILROAD CORPORATION
FOR AN AMENDED MODIFIED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY

Bay Colony Railroad Corporation ("Bay Colony"), a common carrier railroad, hereby files its Notice of Amendment to its Modified Certificate of Public Convenience and Necessity pursuant to 49 C.F.R. §1150.21 et seq. so as to include authority to operate over two additional lines of railroad owned by the Commonwealth of Massachusetts. In support thereof, Bay Colony represents as follows:

BACKGROUND

By notice dated June 21, 1982 and served June 29, 1982, the Commission issued Bay Colony a Modified Rail Certificate covering a number of lines owned by the Commonwealth of Massachusetts. Service was governed by a Lease and Operating Agreement dated as of June 10, 1982 (the "Lease and Operating Agreement"). The initial term of the Lease and Operating Agreement expired June 30, 1987. However, Bay Colony has exercised its option to renew the Lease and Operating Agreement for an additional five-year term. The parties are in the process of negotiating modifications of certain terms of the Lease and Operating

Agreement to be effective as of June 30, 1987. It is anticipated that the modified terms will be included in an Amendment to the Lease and Operating Agreement. Pending final agreement on such modifications, the parties have agreed to enter into an interim Amendment Agreement, a copy of which is attached hereto as Appendix A, to add the Millis Industrial Track, now operated by Consolidated Rail Corporation ("Conrail"), and the Lowell Secondary, now operated by Springfield Terminal Railway Company ("ST"), to the lines of the Commonwealth of Massachusetts operated by Bay Colony. A full list of the lines to be operated pursuant to the Amended Modified Rail Certificate is attached hereto as Appendix "B."

This notice seeks to amend the Modified Certificate previously issued to Bay Colony in order to expand the lines covered to include the Millis Industrial Track and the Lowell Secondary.

INFORMATION SUPPLIED PURSUANT
TO 49 C.F.R. § 1150.23(b)

1. The name and address of the operator, an existing rail carrier, is:

Bay Colony Railroad Corporation
420 Bedford Street
Lexington, Massachusetts 02173.

2. The additional rail properties to be operated by Bay Colony pursuant to this Amended Modified Certificate, are described as follows:

The Millis Industrial Track from the northeast side of the Framingham Secondary right-of-way line in Medfield Junction (Milepost 0.0) to the end of the line in Millis (Milepost 3.4).

The segment of the Lowell Secondary Track extending between West Concord (Milepost 11.5) and Acton (Milepost 16.8), a distance of 5.3 miles, all in Middlesex County, Massachusetts.

The Lowell Secondary was conveyed to the Commonwealth of Massachusetts by deed of the Penn Central Transportation Company dated May 14, 1982. The line was not designated for conveyance to Conrail under the provisions of the Final System Plan of the United States Railway Association as provided in §207 of the Regional Railroad Reorganization Act of 1973 (45 U.S.C. §717) (See Final System Plan, Volume 2, Page 141, published on July 26, 1975.) Service on the line was continued by ST under lease from the Commonwealth of Massachusetts. ST currently has a modified certificate to operate over the Lowell Secondary. ST is expected to terminate its service pursuant to 49 CFR §1150.24 at or about the time Bay Colony commences operations.

The Millis Industrial Track was conveyed to Massachusetts Bay Transportation Authority, an agency of the Commonwealth of Massachusetts, by deed of Penn Central dated January 17, 1973, subject to a reservation of right to operate freight service over the track. Freight service on the line was continued by Penn Central, and subsequently by Conrail. On June 1, 1987, Conrail filed an application under 45 U.S.C. §748 to discontinue operation of the Millis Industrial Track. Docket No. AB-167 (Sub-No. 954N.) A notice of insufficient revenue had been filed on October 31, 1985. Under the statute, the Commission was scheduled to approve the Conrail discontinuance on August 29, 1987.

3. Pursuant to Section 2.01 of the Lease and Operating Agreement, a copy of which is attached to Bay Colony's Notice for its original Modified Certificate, Bay Colony has exercised its option to extend the term of the Agreement for an initial five-year period from June 30, 1987 until June 30, 1992. Bay Colony expects to agree with the Commonwealth that Bay Colony will have the right to extend the Agreement for one or more additional terms. A copy of the interim Amendment Agreement governing the Millis Industrial Track and Lowell Secondary is attached hereto as Exhibit A.

4. Bay Colony will provide such service as is necessary to meet the demands of shippers.

(i) Service will be performed over the lines described in Item 2 above in addition to those described in the original Notice.

(ii) The only connection to these lines is with Conrail except that the Lowell Secondary will connect with Boston and Maine Corporation at West Concord, Massachusetts.

(iii) Pursuant to the Lease and Operating Agreement, Bay Colony provides and will maintain liability insurance with a liability limit of Five Million Dollars (\$5,000,000). Bay Colony's current insurance policy, East River Insurance Company, Policy Number SLRR000-077, provides Five Million Dollars (\$5,000,000) of liability insurance. The term of the policy is from June 11, 1987 to June 11, 1988.

(iv) There are no preconditions shippers must meet in order to receive service.

5. Not applicable.

6. Not applicable.

CONCLUSION

The service offered and the applicable rates, charges and conditions are further described in tariffs published by the operator pursuant to the Commission's rules.

Bay Colony respectfully requests that the Commission issue an Amended Modified Certificate noted pursuant to 49 C.F.R. §1150.23(a).

Respectfully submitted,

RUBIN, QUINN & MOSS

BY: 
WILLIAM P. QUINN
ERIC M. HOCKY
1800 Penn Mutual Tower
510 Walnut Street
Philadelphia, PA 19106
(215) 925-8300

Attorneys for Bay
Colony Railroad
Corporation

APPENDIX A

AMENDMENT

This amendment is made this 28th day of August, 1987 by and between the Executive Office of Transportation and Construction of the Commonwealth of Massachusetts (hereinafter "EOTC"), the Massachusetts Bay Transportation Authority (hereinafter "MBTA") and the Bay Colony Railroad Corporation (hereinafter "BCLR"). The EOTC is located at Ten Park Plaza, Room 3510, Boston, Massachusetts 02116. The MBTA is located at Ten Park Plaza, Room 3910, Boston, Massachusetts 02116; and the BCLR is located at 420 Bedford Street, Lexington, Massachusetts 02173. This amendment modifies the original lease agreement between EOTC and BCLR dated June 12, 1982, which agreement pertains to the leasing of Commonwealth and MBTA-owned railroad lines situated in Massachusetts.

In consideration of the mutual obligations contained herein, the parties agree as follows:

The parties agree as follows:

1. The BCLR desires to assume freight rail service on a railroad line commonly known as the Millis Branch located in the Norfolk County, Massachusetts. This line is owned by the MBTA and has been subject to a reserved freight easement to the Consolidated Rail Corporation (hereinafter "CONRAIL"). CONRAIL has filed an application with the Interstate Commerce Commission (hereinafter "I.C.C.") that it intends to discontinue freight rail service on the Millis Branch.

2. The EOTC wishes to assure the continuance of rail freight service on the Millis Branch in order to protect the customers on the line. EOTC is amenable to the BCLR's assumption of service on the Millis Branch, particularly as BCLR has an existing lease with EOTC for rail freight service on other lines in Southeastern Massachusetts. Further, BCLR is the only railroad that has indicated to EOTC that it wishes to assume service on the Millis Branch.
3. The BCLR desires to assume freight rail service on the railroad line commonly known as the Acton Line (a/k/a Lowell Secondary Track) located in Middlesex County, Massachusetts. This line is owned by EOTC. Service on the Lowell Secondary has been provided by Springfield Terminal Railway which has informed EOTC that it no longer wishes to serve this line.
4. The EOTC wishes to assure the continuance of rail freight service on the Lowell Secondary Track in order to protect the customers on the line. EOTC is amenable to the BCLR's assumption of service on the Lowell Secondary, subject to the conditions contained herein.

5. The lease between EOTC, and BCLR is in the process of renewal. It is anticipated that negotiations for said renewal will be complete by October 1, 1987. This amendment shall be valid only until the renewal of the lease among the parties has been signed, or until September 30, 1987, whichever date first occurs.
6. The Millis Branch and the Lowell Secondary Track are hereby appended to the June 12, 1982 lease between EOTC and BCLR as railroad lines which are covered by said lease. A full description of the Millis Branch is appended hereto as Exhibit A; a full description of the Lowell Secondary Track is appended hereto as Exhibit B. All provisions of the June 12, 1982 lease shall apply to these branches except that: (1) EOTC or MBTA may upgrade either Branch at any time, but neither EOTC nor MBTA shall have any responsibility to fund rehabilitation or repair of either branch; and (2) BCLR shall enter into no agreements to sublease, assign or in any way to transfer its leasehold rights to any party without written permission of EOTC and MBTA, who shall have the absolute right, in their judgement, to withhold said permission.

7. BCLR shall be responsible for filing this agreement and any subsidiary documents with the I.C.C. In the event any further documentation of the intention of the EOTC or MBTA is required, BCLR shall promptly notify EOTC or MBTA of such need.

8. It is agreed that time is of the essence in this agreement, therefore it shall take effect upon the execution by all parties.

Adita F. Marx
Witness

Frederick P. Salvucci
Frederick P. Salvucci
Secretary, EOTC

W. B. Prince
Approved as to form

W. B. Prince, General Counsel

James O'Leary
James O'Leary

General Manager, MBTA

Susan Jane Fay
Witness

Gordon H. Fay
Bay Colony Railroad Corporation
BY: Gordon H. Fay, Chairman

MILLIS INDUSTRIAL TRACK

ALL THAT LINE of railroad in Norfolk County, Massachusetts, being the Millis Industrial Track or Millis Line, formerly operated by Consolidated Railroad Corporation and described in its application to the Interstate Commerce Commission at Docket No. AB-167 (Sub-No. 945N) for approval of discontinuance of its service.

BEGINNING at the point of clearance of the switch connecting the Millis Line with Consolidated Rail Corporation's line of railroad between Framingham and Walpole, Massachusetts, at a point known as Medfield Junction, at approximately Railroad Milepost 0.0, thence running generally southwesterly through the Town of Medfield, Massachusetts, into the Town of Millis, Massachusetts, ending at the end of track at approximately Railroad Milepost 3.4, a total distance of about 3.4 miles, including all properties in the freight yard area sometimes known as Cliquot in the Town of Millis.

APPENDIX A

ACTON LINE

ALL THAT LINE of railroad situated in the County of Middlesex, Massachusetts, known as the "Lowell Secondary" or "Acton Line".

BEGINNING at the point of clearance of the switch connecting the Acton Line with Boston and Maine Railroad's line of railroad between Boston and Ayer, Massachusetts, at a point known as West Concord thence running generally northwesterly from approximately Railroad Milepost 11.5 through the Town of Concord, Massachusetts, into the Town of Acton to approximately Railroad Milepost 16.8, a distance of approximately 5.3 miles, including the future right to use for railroad purposes the tracks running beyond Railroad Milepost 16.8 into the Towns of Carlisle, Westford and Chelmsford, Massachusetts, including all properties related thereto and connecting tracks in the West Concord area.

APPENDIX B

APPENDIX B

<u>Line</u>	<u>Description</u>
Falmouth	Buzzards Bay MP 0.3 - Falmouth MP 13.8
Hyannis	Sandwich MP 7.8 - Hyannis MP 24.3
South Dennis	Yarmouth MP 0.0 - South Dennis MP 5.6
Needham Secondary	Needham Jct. MP 10.1 - W. Roxbury MP 7.2
West Hanover	N. Abington MP 0.0 - W. Hanover MP 3.6
S. Braintree-Plymouth	S. Braintree MP 1.7 - Plymouth MP 27.1
Dover Secondary	Needham Jct. MP 0.0 - Medfield Jct. MP 7.2
Needham Secondary	Needham Jct. MP 10.1 - Cook St. MP 14.1
Watuppa Secondary	Watuppa MP 6.0 - Westport Factory MP 12.1
Dean Street	Weir Jct. MP 0.0 - Winter Street MP 1.5
Nantasket Secondary	Weymouth MP 1.5 Hingham MP 6.5
Hyannis Secondary	Buzzards Bay MP 0.0 - East Sandwich MP 7.8 Buzzards Bay MP 1.5 - Middlemore MP 19.8
Millis Industrial	Medfield Junction MP 0.0 - End of Line in Millis MP 3.4
Lowell Secondary	West Concord MP 11.5 - Acton MP 16.8

G

AMENDMENT

This amendment is made this 28th day of August, 1987 by and between the Executive Office of Transportation and Construction of the Commonwealth of Massachusetts (hereinafter "EOTC"), the Massachusetts Bay Transportation Authority (hereinafter "MBTA") and the Bay Colony Railroad Corporation (hereinafter "BCLR"). The EOTC is located at Ten Park Plaza, Room 3510, Boston, Massachusetts 02116. The MBTA is located at Ten Park Plaza, Room 3910, Boston, Massachusetts 02116; and the BCLR is located at 420 Bedford Street, Lexington, Massachusetts 02173. This amendment modifies the original lease agreement between EOTC and BCLR dated June 12, 1982, which agreement pertains to the leasing of Commonwealth and MBTA-owned railroad lines situated in Massachusetts.

In consideration of the mutual obligations contained herein, the parties agree as follows:

The parties agree as follows:

1. The BCLR desires to assume freight rail service on a railroad line commonly known as the Millis Branch located in the Norfolk County, Massachusetts. This line is owned by the MBTA and has been subject to a reserved freight easement to the Consolidated Rail Corporation (hereinafter "CONRAIL"). CONRAIL has filed an application with the Interstate Commerce Commission (hereinafter "I.C.C.") that it intends to discontinue freight rail service on the Millis Branch.

2. The EOTC wishes to assure the continuance of rail freight service on the Millis Branch in order to protect the customers on the line. EOTC is amenable to the BCLR's assumption of service on the Millis Branch, particularly as BCLR has an existing lease with EOTC for rail freight service on other lines in Southeastern Massachusetts. Further, BCLR is the only railroad that has indicated to EOTC that it wishes to assume service on the Millis Branch.
3. The BCLR desires to assume freight rail service on the railroad line commonly known as the Acton Line (a/k/a Lowell Secondary Track) located in Middlesex County, Massachusetts. This line is owned by EOTC. Service on the Lowell Secondary has been provided by Springfield Terminal Railway which has informed EOTC that it no longer wishes to serve this line.
4. The EOTC wishes to assure the continuance of rail freight service on the Lowell Secondary Track in order to protect the customers on the line. EOTC is amenable to the BCLR's assumption of service on the Lowell Secondary, subject to the conditions contained herein.

5. The lease between EOTC, and BCLR is in the process of renewal. It is anticipated that negotiations for said renewal will be complete by October 1, 1987. This amendment shall be valid only until the renewal of the lease among the parties has been signed, or until September 30, 1987, whichever date first occurs.

6. The Millis Branch and the Lowell Secondary Track are hereby appended to the June 12, 1982 lease between EOTC and BCLR as railroad lines which are covered by said lease. A full description of the Millis Branch is appended hereto as Exhibit A; a full description of the Lowell Secondary Track is appended hereto as Exhibit B. All provisions of the June 12, 1982 lease shall apply to these branches except that: (1) EOTC or MBTA may upgrade either Branch at any time, but neither EOTC nor MBTA shall have any responsibility to fund rehabilitation or repair of either branch; and (2) BCLR shall enter into no agreements to sublease, assign or in any way to transfer its leasehold rights to any party without written permission of EOTC and MBTA, who shall have the absolute right, in their judgement, to withhold said permission.

7. BCLR shall be responsible for filing this agreement and any subsidiary documents with the I.C.C. In the event any further documentation of the intention of the EOTC or MBTA is required, BCLR shall promptly notify EOTC or MBTA of such need.
8. It is agreed that time is of the essence in this agreement, therefore it shall take effect upon the execution by all parties.

Adita L. Marx
Witness

Frederick P. Salvucci
Frederick P. Salvucci
Secretary, EOTC

W. B. Prince
Approved as to form
W. B. Prince, General Counsel

James O'Leary
James O'Leary
General Manager, MBTA

Susan Jane Fay
Witness

Gordon H. Fay
Bay Colony Railroad Corporation
BY: Gordon H. Fay, Chairman

MILLIS INDUSTRIAL TRACK

ALL THAT LINE of railroad in Norfolk County, Massachusetts, being the Millis Industrial Track or Millis Line, formerly operated by Consolidated Railroad Corporation and described in its application to the Interstate Commerce Commission at Docket No. AB-167 (Sub-No. 945N) for approval of discontinuance of its service.

BEGINNING at the point of clearance of the switch connecting the Millis Line with Consolidated Rail Corporation's line of railroad between Framingham and Walpole, Massachusetts, at a point known as Medfield Junction, at approximately Railroad Milepost 0.0, thence running generally southwesterly through the Town of Medfield, Massachusetts, into the Town of Millis, Massachusetts, ending at the end of track at approximately Railroad Milepost 3.4, a total distance of about 3.4 miles, including all properties in the freight yard area sometimes known as Cliquot in the Town of Millis.

APPENDIX A

ACTON LINE

ALL THAT LINE of railroad situated in the County of Middlesex, Massachusetts, known as the "Lowell Secondary" or "Acton Line".

BEGINNING at the point of clearance of the switch connecting the Acton Line with Boston and Maine Railroad's line of railroad between Boston and Ayer, Massachusetts, at a point known as West Concord thence running generally northwesterly from approximately Railroad Milepost 11.5 through the Town of Concord, Massachusetts, into the Town of Acton to approximately Railroad Milepost 16.8, a distance of approximately 5.3 miles, including the future right to use for railroad purposes the tracks running beyond Railroad Milepost 16.8 into the Towns of Carlisle, Westford and Chelmsford, Massachusetts, including all properties related thereto and connecting tracks in the West Concord area.

APPENDIX B

CERTIFICATE OF SERVICE

I hereby certify that I have caused the foregoing "Petition of Bay Colony Railroad Corporation for Declaratory Order" to be served by sending copies this 29th day of April, 2005 by Federal Express to the following:

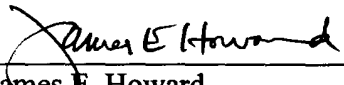
David H. Anderson
288 Littleton Rd
Suite 23
Westford, MA 01886

Jonathan Broder
Vice President and General Counsel
Consolidated Rail Corporation
2001 Market St.
Philadelphia, PA 19104

John Scarfi
Traffic Manager
GAF Corporation
1361 Alps Road
Wayne, NJ 07470

Michael Lanham
Plant Manager
GAF Corporation
60 Curve St.
Millis, MA 02054

John Tresca
Tresca Brothers Sand & Gravel
66 Main St.
Millis, MA 02054



James E. Howard