**Article unchanged from e-bulletin.**

**Blue type in article: changes from e-bulletin.**

Blue contents table entry + blue headline: New.

**REGIONAL ISSUES**

**Truck size and weight:** Maine, Vermont truck weight increases end. Mike Smith on committee.*

**NEW YORK**

**NYOG:** New salt transload, moved from port.

[No report.]

**CONNECTICUT**

MDOT/MMA: RFP for Aroostook lines operator.*

MMA/MDOT: Seek STB ok of sale of 233 miles in northern Maine. Closing by 31 December.*

MMA/MDOT: Twin Rivers objects to sale.

MMA: Business up except the Twin Rivers loss.*

CN v MMA. By date in December:

2: Twin Rivers all truck to transload.*

7: MMA says Twin Rivers trucking, no need for injunction. *Transcript of negotiations.*

7: CN argues that arbitration does not apply.*

8: Twin Rivers transload price not sustainable.*

15: Court denies intervention to USW.

**MAINE**

15-16: MMA, CN, Twin Rivers briefs. Trucking of paper a 'work-around' per CN and Twin Rivers.*

**Eastport:** Update on cows, conveyor, chips, pellets, and (new!) humvees.*

**Calais:** Only one LNG applicant left-maybe.

**MASSACHUSETTS**

CSXT: Westboro info ok for Southboro.*

**PW:** Fine for failure to notify and clean up spill.

**NEW HAMPSHIRE**

MBRX v ST: ST finds, yet again, that Leishman violated its rules and is banned for life.*

MBRX v ST: Judge tells parties to get together to at least identify the outstanding issues.**

NEGS: One customer at Canterbury. If ST would provide promised service, could get more.*

SLR: New buyer may keep Gorham mill operating.**

ST: Blue Seal satisfied with service to Bow.*

**RHODE ISLAND**

[No report.]

**VERMONT**

VRS: New customer in Lyndonville.*

**MARITIMES/QUÉBEC**

Sydney: Fed will supply funds for dredging.*

A cross-reference to companies mentioned here. *Rail Shippers/Receivers*

[No report.]

**PEOPLE, POSITIONS, EVENTS**

Season's Greetings!

For Twin Rivers, CN, MMA, MBRX, and ST, a lot of work over Christmas.

For me, the joy of pond hockey with friends and family.

- Chop Hardenbergh  Next formal issue: 10 January
REGIONAL ISSUES

TRUCK SIZE AND WEIGHT**

New Committee with local person. The American Short Line and Regional Railway Association has formed a Truck Size and Weight Committee, with Jerry Vest of Genesee & Wyoming as chair, and members Stephen Gregory from Iowa Pacific, Mike Smith of Finger Lakes [and a New Hampshire resident], Alan Thiem from OmniTRAX, and Dan Zink from the Red River Valley and Western. {ASLRRA Bulletin 8.Dec.10}

Maine and Vermont increases ending?
Maine and Vermont were granted one-year increased truck weight limits waivers for their interstate highway networks: Maine increased from 80,000 to 100,000 pounds, and Vermont from 80,000 pounds to 120,000 pounds [see 10#10A].

The effort to make the new limits permanent has failed. The House of Representatives on 8 December passed a funding bill that excludes a provision to extend it. {MaineBiz daily bulletin 10.Dec.10} The funding bill in the Senate with the extension never got to a vote. {Senator Collins press release}

NEW YORK

VRS: NORTHERN NY CUSTOMER
9 December, Norwood. A NEW SALT TERMINAL STARTED OPERATING HERE RECENTLY, receiving American Rock Salt road salt by rail. Mike Knowlton of Knowlton and Sons (K&S), the operator, and Jerry Hebda, consultant to the New York and Ogdeburg Railroad (NYOG) described the history and operation.

History of working with the railroad
In 2006, NYOG contracted with K&S as a third-party freight handler. Knowlton began by unloading railcars for NYOG in the Norfolk yard, which lies beyond the APC paper mill [see map and box on APC]. When the railroad was

Ogdensburg port. NYOG train spotting salt-loaded hoppers {James Jones, courtesy Hebda}
OGDENSBURG BRIDGE AND PORT AUTHORITY

The Port Authority owns a bridge to Canada, the port facility, and the New York and Ogdensburg Railway.

2009 salt deliveries

Railway. Since March 2009, NYOG delivered 65,000 tons, 100 tons of salt each on 650 cars.

Three ships. On 1 May, the Canadian Olympic [from the Canadian Salt (subsidiary of Morton) mine] from Windsor, Ontario delivered 29,600 tons. On 3 July the John Baird brought 29,800 tons [from the Sifto Canada, mine] in Goderich, Ontario. On 16 July the Assiniboine delivered 30,500 tons [from the Canadian Salt (subsidiary of Morton) mine] at Magdalen Islands, Quebec.

Truck deliveries. At the height of winter 2009-2010, between 10 and 12 trucks loaded with salt left the Paterson Street port daily for municipalities and New York State Department of Transportation outposts in St. Lawrence, Jefferson, Franklin, Clinton and Lewis counties. {Brian Kidwell in Ogdensburg The Journal 14.Apr.10}

Other traffic

According to the port authority’s Outlook, the port also handled ‘smaller quantities of dried distillers grains, cottonseed, corn gluten and citrus pulp….at the Port facilities during 2009.’

Rail activity

NYOG ‘traffic increased 20% from 2008 to 2009. Rail traffic continues to improve with over 1200 rail cars shipped on the short line railroad during 2009. Products handled included fertilizer, road salt, feed grain, glass cullet, iron oxide, and paper. Agricultural products show the most promise for continued growth in 2010. The railway also operates Seaway Bulk Services, a rail/truck multi-modal facility at the Port of Ogdensburg, handling resins, lubricants, pellets, agricultural products, chemicals, etc. {text of Progress Report Jan.10}

“looking for someone to unload cullet, we asked him,” said Hebda. K&S “set up to transload and deliver cullet in Norfolk” in the yard, which also contains an engine house and warehouse. K&S is still doing that for Potters Industries [in Norwood and adjacent to CSXT, but no spur—editor].

From the yard, he transferred feed grains into trucks and delivered them direct to customers for about a year.

Expanding to the port

Growth of the grain move led to a need for storage of commodities; the Ogdensburg port [see box on port] was a logical site, as it has “a lot of capacity in modern buildings,” said Hebda. K&S as operator started transferring grain and feed products from railcars into the buildings. Knowlton works as a contractor for the port as well as Seaway Bulk Services, an arm of NYOG, handling commodities at the port complex.

Knowlton noted that “three years ago when fuel prices went up, and grain and salt” began moving by rail, “everybody wanted to do it.” But VRS has stayed with Knowlton. “Mike at K&S has proven to be a reliable can-do partner. He is willing to tackle any task brought to him by NYOG,” Hebda said. K&S subsequently became a VRS-Connect affiliate (as are the port and SBS), providing value-added service to other NYOG shippers.

Adding salt to the port

Two years ago, American Rock Salt, with a mine in Hampton Corners, New York, enquired about railing road salt into the port. “This was surprising,” said Hebda, because the port already had two salt piles at the port supplied by ship. “Rail is almost never competitive with ship. Nonetheless the supplier wanted to put salt in there,” and NYOG recommended ARS hire K&S to handle the unloading from railcars as the third supplier.

Moving east

Subsequently, ARS wanted to move its pile east and under cover. It was supplying Franklin and Clinton Counties—the latter some 126 miles from Ogdensburg [see box]. Moving east, to for example Massena on CSXT would cut some 30 miles off the route.

[ARS must look on K&S as an excellent transload with good price, in order to supply the Plattsburgh area. ARS faces competition from Montreal by truck [Sifto in the past has supplied salt terminals in Vermont and New Hampshire from Montreal—see 10#09B], from Burlington by truck [Cargill’s rail-served terminal operated by Barrett—see 03#03A], and from ARS’ own terminal in Fort Ann. Hebda believed that the Fort Anne facility had no more capacity, and furthermore had no inside storage. {ANR&P discussion 14.Dec.10} ]
Moreover, said Hebda, the salt receivers claimed that they got too much moisture with it, because of the open storage on the St. Lawrence Seaway.

Local transloaders approached ARS with offers for a transload on CSXT. Knowlton did not want to lose the transload business, and bought a farm in Norwood on the NYOG where he could build covered storage. “We did not discourage him,” said Hedba, because NYOG would otherwise have lost the business to CSXT.

**K&S builds transload**
The parties agreed this summer to a five-year deal, and Knowlton completed “three years of work in three months” to be ready for the salt season. “Many local contractors contributed.”

Knowlton built a 1200-foot siding with his own crew off the main, and a shed 75 feet by 240 feet. Hebda said that NYOG provided rail and some labor.

ARS leased Knowlton the undertrack conveyor which was used at the port. On this day he was completing the discharging of 1200 tons of rock salt, and had already delivered 1600 tons. Another 76 cars are already enroute from Hampton Corners, NY, the location of the ARS mine.

**Customers in Norfolk and Norwood**
NYOG serves the Norfolk mill of APC Paper [see box]. Hebda said the mill formerly did several hundred carloads a year, when it sold paper into central Canada and western United States. Now it sells much more regionally, and NYOG moves are well below that level.

Transload. At the Norfolk yard [see above] for Potters Industries. {ANR&P discussions with Hebda and Knowlton}
MAINE

MMA/MDOT: RFP OUT*
15 December, Augusta. **MDOT ISSUED THE REQUEST FOR PROPOSALS TO OPERATE IN NORTHERN MAINE.** According to Denis Berube, director of planning and transportation for Northern Maine Community Development and the organizer of the Aroostook Rail Task Force, the subcommittee of the task force charged with the RFP and operations coordinated with MDOT’s Nate Moulton in the drafting of the document.

Members of the subcommittee: state Representative Ken Theriault, state Representative Richard Cleary, Chris Anderson (chair of Aroostook Partnership for Progress), John Cashwell (retired from Seven Islands Land Company), Ginny Joles (president of Leaders Encouraging Aroostook Development), and Travis Turner (plant manager Louisiana Pacific, Houlton).

**Key points**
Full text at http://www.maine.gov/mdot/cpo/rfps/

- The RFP contains a detailed track inspection report, a ‘Daily operating bulletin’ with the existing permitted speeds, and a table of freight traffic

- The operator must carry a $25 million liability policy.

- No subcontracting without MDOT prior written approval.

- ten-year term, with a ten-year extension.

**Track Maintenance**
‘Operator shall be responsible for maintaining the freight service trackage to sustain current conditions and class of track. Current condition includes areas of FRA track class 1, 2 and 3. Note attached timetables for track speeds and conditions. Operator must implement a detailed track maintenance program that includes maintenance of all track and structures to current conditions, including bridges, culverts, crossings, signal systems, vegetation control and other rail structures on the right of way.’

Berube wrote that ‘the work that will go towards repairing the tracks (TIGER grant funds) will be awarded by the state through a separate RFP, that will likely come out later this winter.’

The selected operator may perform the rehab work if it is qualified, according to the RFP. Once done, the operator must maintain the lines to the same condition as when the rehab work is completed.

**Next step**
‘MAINEDOT will use these proposals to select a small group of qualified parties to compete in a second round and to interview and submit detailed specific proposals to operate the Aroostook Lines.;
01/03/11 Interested parties questions deadline to MAINEDOT.
01/07/11 MAINEDOT response to all questions.
01/19/11 Proposals due at MAINEDOT.
02/04/11 Respondents selected for second round and notified of interview and detailed proposal deadline.
03/11/11 Shortline operator selected.

{text of RFP; e-mail from Berube to ANR&P 15.Dec.10}
Delay
When the deal was announced on 19 October [see 10#10A], some thought the RFP would emerge in three weeks. Nate Moulton, MDOT administrator, wrote on 7 December: ‘It is not yet complete, though getting very close. The hold up is yours truly.’ [Applause for candor! Editor] {e-mail to ANR&P}

MMA/MDOT: STB FILING*
9 December, DC. **MDOT AND MMA SOUGHT ENDORSEMENT OF THE LINE SALE** in a filing this day at the Surface Transportation Board: ‘As anticipated by the October 20 letter, the parties hereby formally request that the Board approve, subject to the terms and conditions described below, those aspects of the settlement that are subject to the Board's jurisdiction (as described more fully below) and enter an order in this proceeding.’

Price
As set forth in the Term Sheet of 19 October [see 10#10A], $21.1 million cash at closing less the $1 million credit for state promises of payment.

Documents
‘The negotiation and drafting of the Purchase and Sale Agreement has been substantially completed, and execution by the parties is expected to occur shortly, together with the completion of the other agreements (described below) which will be attached as exhibits to the Purchase and Sale Agreement.’

Service
Under the Purchase and Sale Agreement, after the closing ‘MMA shall continue to provide local and overhead common carrier freight rail service, under arrangements that are tantamount to a "modified certificate," to shippers, receivers, consignees, or other entities located on the Lines (or using the Lines for overhead service) at the frequencies and levels of service required by business conditions and consistent with the frequencies and levels of service that MMA provided during the 12-month period prior to the closing, until such time as the Short Line selected by the State is ready to provide such service.’ MMA may market service, must maintain the lines to the same standards as at closing, and may collect all revenues during this time.

Trackage rights
As described in the Term Sheet.

FRA position
‘The Lines currently are subject to a mortgage and security agreement granted by MMA to the United States of America, by and through the FRA, in connection with a loan to MMA by the FRA. A condition precedent to consummation of the Purchase and Sale Agreement is that the Lines be released from this mortgage and security agreement, so that MMA is able to convey the Lines to the State free of liens and encumbrances. Based on discussions with the FRA, MMA expects that the FRA will release its lien...’

Closing 31 December: request for expedited treatment
The parties would like to close by 31 December and have asked the Board for expedited treatment, once they have signed the Purchase and Sale Agreement, and the FRA has notified them that it will release its liens. {text from STB website, filings page, Docket No. AB 1043 (Sub-No. 1)}

Of note: Linda Morgan, former chair of the STB and now at the DC firm of Covington and Burling, has joined the team of attorneys working on the case.
MDOT-MMA: TWIN R. PROTESTS

17 December, DC. TWIN RIVERS AND THE STEEL WORKERS ASKED THE STB TO WITHHOLD APPROVAL ‘until all parties have had an opportunity to review all of the relevant documents and take an informed position as to whether the proposed arrangement [MDOT buying 233 miles of MMA track, and granting the new operator overhead trackage rights between Madawaska and Van Buren, *inter alia*] is consistent with the public interest.’

The MDOT/MMA deal
The two applicants wrote that ‘the preliminary parameters...appear to contrary to the interests of the public in general, the shippers, and their employees, in preserving competitive rail service options.’

In particular, the applicants take issue with overhead nature [meaning the short line operator could not serve Twin Rivers or any other customer on the MMA-owned line] of the trackage rights as specified in paragraph 4(e) of the Term Sheet [see 10#10A]. ‘Twin Rivers is not...asking the Board to specifically require that the short line operator have the right or the obligation to serve the Madawaska plant, only that the rights not be limited.’ Twin Rivers in the past [see 10#08A] asked that the Board award commercial access to the mill.

Twin Rivers and the United Steel Workers asked the Board to condition approval of the settlement ‘to allow the short line operator to provide local service on the MMA line between Madawaska and Van Buren.’

Side arrangement on track fee with Irving Forest Products?
‘Twin Rivers understands that Irving Forest Products has entered into side agreements, not part of the package summarized in either the joint petition or the term sheet, under which Irving Forest Products will pay $1 million as part of the compensation to MM&A in order to buy down MM&A’s trackage rights fee from $0.50 to $0.30 [per car-mile, presumably—*editor*].’ It is not clear from the record what is the nature of that payment—Is it loan? Is it a donation?

Twin Rivers was concerned that Irving supplies raw materials to the mill, ‘and...must not be permitted any incentive to interfere with the existing volume and frequency of delivery of those items.’

Twin Rivers purchases from Irving biomass for the Edmundston cogeneration plant, and pulp wood chips....The prospect that [Irving subsidiary EMRY] could be the successful short line...raises questions about the delivery of raw materials to Twin Rivers.’

Side arrangement for MMA access to St.Leonard
‘Twin Rivers believes that MM&A and Irving Forest Products have entered into an agreement, the details of which remain unknown at this time, providing for MM&A to have access to Irving Forest Products’ plant in St.Leonard....across the river from....Van Buren. [MMA has long had access to the saw-mill here—unclear why Twin Rivers is raising this at this time—*editor.*] {STB filings page, Docket No. AB-1043 (Sub-No.1)}

MMA: BUSINESS*

8 December, Northern Maine Junction. MMA IS SEEING SOME BUSINESS PICK UP, though the (at least temporary) loss of the Twin Rivers traffic is a “big setback,” said Joe McGonigle, vice-president marketing for MMA. The railroad has landed “some pretty good contracts” recently, and his department continues to seek more.

Forest products down
As elsewhere, forest products traffic is still down. In his tour of customers, McGonigle has found that many are now using intermodal, because they don’t have the order size to load a full railcar. {ANR&P discussion}

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1 But Nate Moulton of MDOT insisted in late October that there was no quid pro quo. The money was advanced on behalf of all shippers, who realized that it would need a ‘very reasonable trackage-rights rate....’ See 10#10A.

Irving’s proposal for a new operator [see 10#04A] also set the fee at 30 cents per car mile.
**CN v MMA: ALL TRUCK**

2 December, Madawaska TWIN RIVERS CEASED USING DIRECT RAIL SERVICE AT ALL, even for its southbound traffic, according to an official close to the dispute. {ANR&P discussion 8.Dec.10}

The change began on 2 December, after a joint meeting convened by Governor John Baldacci [MMA had attended one previous meeting, though Twin Rivers begged off–see 10#11A]. Twin Rivers President and CEO Jeffrey Dutton said that MMA continued to offer the same $1,586 per car fee to move the cars to the CN interchange, the same increased price the mill had been operating with since 1 November.

[The official cited above said the figures were not accurate, and that MMA had offered a series of prices to different points. Under the expired Junction Settlement Agreement, MMA was moving the cars for $500 apiece–see 10#11A 2.1.]

**Truck pricing**

Dutton said this day that Twin Rivers is paying $100 per truck to haul paper into Edmundston, New Brunswick and that three trucks per freight car equals $300/car.

Dutton said Twin Rivers never had insight into what part of its overall transportation costs went to MM&A for switching and movement to interchange [yet CN’s pleadings state the $500 figure! editor] Dutton now estimates that under the Junction Settlement Agreement it was paying roughly $1,100 for MM&A’s services, about 40% of its overall shipping costs per freight car.

The new system — trucking into Edmundston, then loading onto freight cars — gets paper from the mill to Montreal in two days, Dutton said.

But the mill would like to return to shipping 80% of its product out of the mill directly on rails. Having to load, unload and reload paper increases the chances that product is damaged, Dutton said, and the mill is set up to work with rail.

Twin Rivers would be happy to work with MMA if the railway could seamlessly integrate itself into the mill’s operations with Canadian National at an economical level, including guarantees to get product to Montreal in two or three days.

Dutton said he raised these and other conditions at the meeting last week. “We didn’t make any outlandish demands. We made it clear to the MM&A that we are, in fact, a customer.”

**Loading in Edmundston**

In Edmundston, Twin Rivers has turned to an unused siding, revamping part of the mill that used to house a boxboard operation [see 05#11A]. James Guerrette of Frenchville volunteered to train Canadians how to properly load freight cars. It’s a job Guerrette has been doing in Madawaska for 21 years. “I’m 57 years old. Where the hell am I going to find a job at the wages I have here?” said Guerrette. “We have to find a way to keep them going as long as we can.”

Guerrette noted that in recent contract negotiations, he and other union workers lost 8.5% of their wages, and the company no longer contributes to their pensions. While leery, Guerrette said, he tentatively trusts the company to do what it can to save jobs in Madawaska if he and others cooperate on this. “We’re going to help them out one more time,” he said. “We’re going to see what happens.” {Matt Wickenheiser in Bangor Daily News 7. Dec.10}

**CN v MMA: NO IRREPARABLE HARM**

7 December, Bangor. MMA ARGUED THAT SINCE TRUCKING WAS OCCURRING, NO PRELIMINARY INJUNCTION WAS NEEDED. The motion filed this day reported:

‘On December 2, 2010, MMA called [Twin Rivers (TR)] to offer to reinstate the haulage billing arrangement under which the parties had operated for the last 9 ½ years, i.e. the precise status quo ex ante, without even the minor billing changes that have taken place since the haulage agreement expired.

‘TR not only rejected the offer, it stated that it had crafted a trucking and transloading arrangement that had “solved the problem,” was “working well,” and did not require MMA or any haulage agreement or – apparently –
any involvement by this Court. TR’s admission directly contradicts TR’s stated “irreparable harm.” It bars any preliminary injunction.’

MMA moved to admit the statement into the case as an adverse party admission. {court website in case 1:10-cv-00452-JAW}

**TRANSCRIBED NEGOTIATIONS BETWEEN MMA AND TR**

The MMA filing on 7 December contained the following transcript of a conversation on 2 December when ‘the Chairman of the Board of MMA (Ed Burkhardt) called the President and CEO of TR (Jeffrey C. Dutton). The following exchange took place:

Burkhardt: Hello. I’m Ed Burkhardt, Chairman of Montreal, Maine & Atlantic Railway.
Dutton: Good morning.
Burkhardt: I have received a report of the meeting in the governor’s office, and wanted to make an offer that might help TR’s operation until the litigation has run its course and we can start things anew. We have no desire to hurt TR’s economics and hope for the day we can have a “normal” relationship.
Dutton: Yes, there are problems in the relationship. What is your proposal?
Burkhardt: We would offer a reinstatement of the haulage agreement that expired at the end of October until the legal process is completed. This should preserve the prices and service that existed before the haulage agreement expired, and presumably would address the cost increases TR has experienced.
Dutton: Okay, thanks for that, but we need a Rule 11 [see box in 10#11A] price of $400 or less to provide the economics we require, and this wouldn’t do it. We don’t know what the deal is between MMA and CN [Canadian National Railway Company], but we can’t pay $1,500 or $1,000.
Burkhardt: I recently found out when the haulage agreement took effect [in 2001] and MMA’s revenue dropped at least $500 per car, CN took all of that [price reduction which then-BAR was billing to CN] without reducing your rates [the rate CN charged to deliver then-Fraser’s cars].
Dutton: You railroads have these opaque dealings that we shippers don’t know about.
Burkhardt: These agreements generally have confidentiality clauses, and I’m sure that doesn’t only apply to railroads. In any event, the claim being made is we have increased your costs and we wanted to address that issue. After the legal process is complete, we would want to start fresh on a win/win basis.
Dutton: No thanks, we have solved the problem by transloading in Edmundston, and it’s working well. We can transload a car for $100. It takes three trucks per car, and CN service to Montreal is two days.
Burkhardt: MMA’s service to Montreal is third morning for cars loaded on the days our train runs, one day additional for loading on the other days. I had understood you needed three days to Montreal.
Dutton: Yes, but we need a train six days per week. Our business is good, and we just can’t get enough production in the pipeline to suffer the additional transit time. And you know what it means to miss a press run.
Burkhardt: Yes, of course. It’s too bad we don’t have enough business to operate daily.
Dutton: It’s a chicken and egg situation – we can’t give you the business, and then you can’t operate more often.
Burkhardt: All problems to be addressed after the current hostilities settle down.
Dutton: Thanks for the offer anyway.
Burkhardt: Just let me know if you want to accept it. In any case, let’s keep the communication open.
Dutton: Thanks, I agree

Burkhardt, in the court filing, said he made notes of the conversation immediately after it happened, and reported it as a complete record of the conversation. {Burkhardt declaration attached to motion found on court website in case 1:10-cv-00452-JAW}

**CN v MMA: ARBITRATION?**

7 December, Bangor. **CN OPPOSED MMA’S MOTION TO COMPEL ARBITRATION**, in a memorandum of law filed this day. It argued that the dispute over access to the Twin Rivers mill centered on the Easement, and the
Easement did not have an arbitration clause [see 10#11A].

The dispute centers on the Easement

The Easement contains in Exhibit A, the ‘Real Property Description’ listed the Easement Area in the Easement Deed as: “[a] portion of the line of railroad known as the Van Buren Branch of the Bangor and Aroostook Railroad, all in the State of Maine, extending from a point of connection with the Main Line in Madawaska (Milepost 264.13, Milepost V 0.0), and running through Madawaska, St. David, Grand Isle, Lille, Notre Dame, Parent, Violette, and Keegan to Van Buren (Milepost V 24.1), all in the County of Aroostook. [V 0.0 is short of mill—see map in 10#11A.]

CN contends that the property description erred by ‘mutual mistake’ in leaving the Easement Area short of the mill.

The Easement does not have an arbitration clause

The memorandum stated: ‘The Easement Deed does not contain an arbitration provision. The only arbitration clause at all is the one contained in Article 20 of the [Trackage Rights Agreement—see 10#11A]. The plain language of that clause renders it applicable only to disputes arising under the TRA—not other instruments such as the Easement Deed.

‘The references to the TRA in the Easement Deed do not rewrite the express language of Article 20(a) to turn disputes under the Easement Deed into disputes under “this Agreement”. Likewise, such reference does not automatically render arbitrable disputes arising out of the Easement Deed.’

Even if the arbitration clause covers the Easement, the clause does not cover mutual mistake

Even if, as the Court apparently agreed in its finding on the motion to remand, the dispute centers on the TRA and not the Easement [see 10#11A footnote 2], the terms of Article 20 do not cover mutual mistake.

CN’s memorandum stated: ‘[B]y express agreement of the parties, the arbitrators do not have jurisdiction to change the provisions of the TRA, or to award reformation. Yet reformation is exactly what Canadian National seeks, inter alia, in this case....

‘Canadian National asks that the Court reform the Easement Deed (and if necessary, the TRA) to reflect the intentions of the parties and what appear to be mutual mistakes in property descriptions (to wit, milepost 0.0, the stated terminus of the Easement Deed is actually several thousand feet short of the actual Twin Rivers Mill).’

The Court can still enjoin MMA pending arbitration

CN went on to argue that even if the Court compelled arbitration, “a court can, and should, grant a preliminary injunction in an arbitrable dispute whenever an injunction is necessary to preserve the status quo pending arbitration.”

CN went on to argue that the status quo meant that CN could run its trains into the mill [ludicrous, in that CN has never run trains into the mill—editor], and should be able to, if the Court compels arbitration, pending the result of the arbitration. {text of Memorandum from court website case 1:10-cv-00452-JAW}

CN v MMA: TRANSLOAD PRICING*

8 December, Madawaska. CAN TWIN RIVERS CONTINUE TO TRUCK PAPER AT $100/TRUCKLOAD? Rian Nemeroff, HRRC vice-president marketing and someone well-acquainted with pricing moves, called the transloading price ‘not sustainable’ at a price of even $400 per car for trucking and transloading, the price which Twin Rivers wants to pay MMA for railing the paper [see e-bulletin(vv)].

Since Twin Rivers is paying $100 per truck for the move, which equals $300 per carload, the difference between $300 and $400 is apparently allocated to loading paper into a truck in Madawaska, then transloading into a railcar in Edmundston.

According to Nemeroff, ‘$100 is dirt-cheap and non-compensatory to transload.’ Nemeroff spent 15 years in the
paper industry working for International Paper and Scott Paper. [e-mail to ANR&P]

**CN v MMA: NO TO USW**

15 December, Bangor. **THE COURT DENIED THE UNITED STEEL WORKERS** their request to intervene in the case. ‘The Steelworkers are not a party to the easement between MMA and Canadian National, nor would their property interests be directly affected by resolution of the dispute. Rather, their stake in this case is twice removed: the outcome must first affect one of the railroads, whose response then must affect Twin Rivers, which then must act in such a way that the collective bargaining agreement between Twin Rivers and the Steelworkers is affected.’ This stake is too distant to permit intervention, the judge ruled. [court website, case 10-cv-452]

**CN v MMA: GIRDING FOR BATTLE**

15-16 December, Bangor. **THE PARTIES SUBMITTED LEGAL DOCUMENTS, WITNESS LISTS, AND EXHIBIT LISTS IN PREPARATION FOR THE HEARING** on 20 December on a preliminary injunction requiring MMA to permit CN direct access to the Twin Rivers mill in Madawaska.

**CN PRE-TRIAL MEMORANDUM**

CN continued to contend that whether it has direct access to Twin Rivers was already decided in the long effort by trustee Jim Howard to undo the 2001 deal selling the access to CN. CN’s memorandum of law reproduced language from the Circuit Court of Appeals decision against Howard:

‘At the time of the agreements, BAR and its wholly owned subsidiary, Van Buren Bridge Company (VBBC), owned this line. *The Madawaska line runs from the [***6 Fraser paper mill in Madawaska, Maine, to an interchange with a CN line at [*262] St. Leonard, New Brunswick, Canada.]*’ [Emphasis added.]

CN also said that at the hearing it would ‘demonstrate by live testimony of a witness who was involved in the negotiation and execution of the Easement Deed, and by documents produced by MMA, that the parties to the 2001 instruments understood that Canadian National would have the right to actually reach the Mill, rather than some point substantially to the North and East of the Mill, and that the use of the terminal point “0.0” was a plain mutual mistake.’

Photo evidence. CN is submitting as evidence ‘a photograph taken at Milepost 0.0, by a Canadian National railroad engineer, who is responsible for the operation of Canadian National trains over the Madawaska line. This photograph shows the scene at Milepost 0.0 looking South, toward the Mill (the Milepost sign, V.0, which is point 0.0 on the Van Buren line, is shown to the left of the track) [see photo on last page of this issue]. The Mill is not even visible in the distance—it’s approximately .9 miles away—but Milepost 0.0 is an isolated spot along the MMA line. There are no buildings there, and no cargo handling facilities. Nothing but train tracks, trees and brush. MMA’s contention is that Canadian National must stop its trains headed for the Mill at that point. Presumably, at that point, with no suitable cargo handling facilities, the train engineer and conductor must hand off cargo to another rail carrier, MMA of course, which is the only game in town, for whatever monopoly fees it demands.’

**Truck movement to Edmundston not practical.** CN’s memo stated what Twin Rivers also stated about the trucking of paper [see Twin Rivers, below] ‘over a bridge that connects the Mill in Madawaska and Edmonton [sic - should be Edmundston], New Brunswick. From Edmonton (or to Edmonton), freight is transported by rail over Canadian National’s lines.’

**MMA financial condition.** ‘MMA’s financial condition will be further exposed at the hearing, and it will be demonstrated that it is highly unlikely that MMA could pay any material judgment entered against it. As pointed out in our prior briefing, a defendant’s potential inability to satisfy a judgment constitutes irreparable harm, and grounds for preliminary injunctive relief.’
TWIN RIVERS BRIEF: truck move is only a ‘work around’

Twin Rivers brief to the Court said in part:

‘Because of the expense and inadequacy of MMA’s service, and because of MMA’s efforts to block CN’s rights to access the Mill by rail, Twin Rivers has gone to extensive efforts to seek a temporary work-around that would allow the Mill to continue to operate until the Court has addressed CN’s motion for injunctive relief. As a result of these efforts, and at great expense to the company, Twin Rivers has in place temporary, stop-gap measures relating to trucking and transloading of materials and products, which, thus far, have allowed the Mill to continue to operate in spite of MMA’s detrimental actions.

‘Twin Rivers continues to believe, however, that these measures are not sustainable and that they continue to impose substantial irreparable harm on Twin Rivers. For example, the Mill incurred substantial infrastructure costs in order to put in place the trucking/transloading alternative. In addition, the trucking/transloading work-around substantially increases Twin Rivers’ labor costs and also negatively impact the quality of Twin Rivers’ products and the timeliness of their delivery. Each of these negative impacts result in irreparable harm to Twin Rivers, as they jeopardize existing customer relationships, compromise Twin Rivers’ ability to compete for new business and customers, and increase inventory levels and working capital affecting the company’s day to day operations and financial stability.

‘Twin Rivers is also suffering additional harms and facing additional risks as a result of its need to use the trucking/transloading alternative. For example, the bridge into Edmundston, NB, Canada frequently is under Homeland Security threat. As a result, Twin Rivers faces potential closures based on terrorist events that could shut down Twin Rivers’ trucking/transloading alternative for prolonged periods.

‘In addition, Twin Rivers is utilizing 12 vans from one of its local haulers for the transload, which causes the supply of trucks to be diminished for shipping to the customer. Because MMA will not permit CN to come directly to the mill, Twin Rivers’ customer service is at risk. It is likely that Twin Rivers will end up in a truck availability shortage situation as the economy recovers.

‘This situation is exacerbated because of the Mill’s location and regional and national haulers may not want to run to Madawaska empty to pick up loads. Twin Rivers is in imminent risk of losing customers as it counts on our local haulers to deliver paper that makes sense to deliver by truck. If Twin Rivers loses customers, it cannot absorb the fixed costs of the downtime and it puts the entire business at risk. Losing any of its top ten customers (by volume) puts Twin Rivers’ business at immediate risk.

‘Twin Rivers submits that the only solution that would keep the Mill competitive over any extended period of time is for CN to be able to exercise its property rights to access the Mill directly. That option substantially increases the Mill’s competitiveness, and improves the Mill’s cost structure.’

MMA BRIEF

No mistake in the documents. ‘At the hearing... MMA will present the BAR representative who actually signed the [trackage rights agreement (TRA)]. Mr. Fred Yocum will testify that he (and thus BAR) understood why the TRA did not extend into the switching yard because BAR had no intention of handing over switching rights to CN. MMA will likewise present testimony that the switching facilities simply could not have safely or sensibly accommodated CN along with BAR (or, later, MMA).

The issue of the end point was not decided in Howard. ‘At issue [in the effort by Howard to overturn the 2001 sale–see CN above] was the trustee’s request that the Bankruptcy Court approve abandonment and discontinuance of a non-debtor party’s interests. The First Circuit reviewed the statute, additional U.S. Code, and legislative history and held that the Bankruptcy Court does not have the authority to grant discontinuance of a non-debtor party’s interests.

‘The agreements at issue here were referenced in Howard, but only by way of background. The First Circuit did not examine the agreements in detail, made no reference to Milepost 0.0, made no reference to “physical access,”
made no reference to switching, and issued no holding pertinent to the question before the Court today. The First Circuit – like the STB and Bankruptcy Court before it – did not interpret this provision of the [Trackage Rights Agreement (TRA)].’ {filings at court website, case 10-cv-452 15-16.Dec10}

EASTPORT: UPDATE*

8 December. THE PORT IS MAKING PROGRESS ON SEVERAL FRONTS, according to Chris Gardner, director of the Port Authority.

Bulk conveyor system
Contractor T.Buck Construction of Auburn Maine won the bid to build the underpinnings for the conveyor and started work on 7 December.

On 9 December, Gardner will meet with his Board to choose the supplier of the conveyor itself. “The apparent low bidder is Hershey Equipment” of Lancaster, Pennsylvania. Gardner said both bids came in under budget: Buck bid $1.45 million, and Hershey $4.36 million.

He expects the system to be ready in September 2011.

Cows
The interest in moving cows through the port remains strong. “We are receiving the empty containers [for the cows] back through the port.” By the end of the year, a total of nearly 500 loads and empties will have moved.

Wood pellets
Gardner said the conveyor will be done before the pellet manufacturer is ready.

Wood chips
“I have an exporter extremely interested in Eastport,” said Gardner. He hopes to get the company under contract in 1Q11. {ANR&P discussion 8.Dec.10; dollar figures from Sharon Kiley Mack of Bangor Daily News 8.Dec.10}

Humvees
In an op-ed piece published on 5 December, Gardner wrote: ‘Our location also offers Eastport an opportunity to help American troops overseas, so long as the federal government approves some commonsense logistics. Currently, damaged Humvees are shipped from the Mideast to South Carolina where some are repaired, while others travel by truck for repair at Limestone.

Once repaired, the Limestone Humvees are returned -- by truck -- either to South Carolina or California for shipment back to the Mideast....Let South Carolina fix all the Humvees they can fix, but put the rest on a ship sailing directly to Eastport. Repair the Humvees in Limestone, and then export them through Eastport back to the Mideast. U.S. Rep. Michael Michaud has already spoken of this idea's potential.’ {Maine Sunday Telegram 5.Dec.10}

Gardner added on 8 December that US Senators Snowe and Collins also support this idea, which would save taxpayers money.

CALAIS: NO LNG

14 December. THE SECOND APPLICANT TO BUILD AN LNG TERMINAL PULLED THE PLUG in a letter to the Maine Board of Environmental Protection. ‘It is our firm belief that, but for the extreme turbulence of the capital markets, Maine would be well on its way toward having an LNG facility in Washington County,’ wrote Harold Ian Emery, one of the developers of Calais LNG.

It proposed a gas delivery terminal on 330 acres along the St. Croix River, seven miles south of downtown Calais, with a 1,000-foot pier, two or three storage tanks and 20 miles of underground pipe connecting to the Maritimes & Northeast Pipeline.

The terminal would have the capacity to move 1 billion cubic feet of gas daily, and be served by one or two tankers a week, on average.
The other two proposals
The first application came from Quoddy Bay LNG, for a terminal at Pleasant Point. That application was dismissed by the Federal Energy Regulatory Commission.

A third, Downeast LNG, continues to make progress pursuing a federal environmental permit for a terminal in Robbinston. Downeast completed a hearing with the BEP three years ago, but after its pipeline route was rejected, the developer withdrew the board application. It plans another submission next year, after the federal review is complete. {Tux Turkel in Portland Press Herald 15.Dec.10}

MASSACHUSETTS

CSXT: WESTBOROUGH PLANS*
30 November, Southboro. THE RAILROAD DECLINED TO MEET WITH A NEIGHBORING TOWN ABOUT THE PLANNED TRANSFLO FACILITY. Southboro Town Administrator Jean Kitchen provided the town Board with a report from Southboro Fire Chief John D. Mauro Jr.

According to Kitchen, CSXT has rebuffed Southboro's request for a meeting, arguing that Southboro has no jurisdiction over the project. Kitchen said the company does not want to set a precedent by having to discuss or review the project with an abutting town. The TRANSFLO site lies about a mile west of the Southboro border.

No danger
In a letter to Selectmen this same week, Mauro sought to allay some of the fears. ‘I am confident that the proposed facility poses little risk to the Town of Southboro.’ Mauro wrote that he has met multiple times with Westborough officials as well as representatives from CSX and its subsidiary TRANSFLO which would operate the facility located off Flanders Road. {Joseph Fitzgerald in The Villager in wickedlocal.com 2.Dec.10; Susan in mysouthboro.com}

CSXT spokesperson Bob Sullivan wrote on 6 December: ‘TRANSFLO has worked very closely and transparently with officials in Westborough, where the facility will be located, adhering to the application and permitting processes laid out by officials there who are reviewing the plan.’ {e-mail to ANR&P}

PVRR: RIEGEL*
8 December, Holyoke. ONE ADDITIONAL FACT ON THE INTERCHANGE TRACK CONSTRUCTION: W. J. Riegel Rail Solutions is performing the work shown in the photo in 10#11B. PVRR General Manager Mike Rennicke praised ‘the great job they are doing on this complex project.’ {e-mail to ANR&P}

PW: POLLUTION FINE
16 December, Boston. MASSDEP ANNOUNCED A $12,000 FINE against PW, ‘for failing to provide prompt notification and to perform a timely cleanup following a release of approximately 1,300 gallons of diesel fuel from a locomotive as a result of vandalism.

‘On November 29, 2009, at approximately 9:30 p.m., a locomotive travelling northbound struck an object that had been placed on the rail by unidentified vandals. The object punctured the 2,000-gallon diesel fuel tank on the locomotive, which contained 1,600 gallons at the time. The train continued traveling approximately four miles to the Providence and Worcester Railroad Engine House, located at 382 Southbridge Street in Worcester, where approximately 300 gallons were recovered from the tank. During the incident, approximately 1,300 gallons had been released along the track to the underlying rail, railroad ties, ballast, and soil.

‘The Providence and Worcester Railroad notified MassDEP [Massachusetts Department of Environmental Protection] of the release the next day, well after the two-hour reporting period allowed under the regulations had expired. The company also delayed in assessing and cleaning up the fuel spilled on the track.’ {MassDEP press release 16.Dec.10}
NEW HAMPSHIRE

MBRX v ST: FINDING*
7 December, North Billerica. ST DID NOT CHANGE ITS CONCLUSION BARRING LEISHMAN FOR LIFE from operating on its tracks. In a letter to Leishman this day, Ed Motte, vice-president Transportation, wrote: ‘A review of the transcript and exhibits presented at the hearing conducted on October 29, 2010...has not introduced any new evidence which would alter the decision made in our letter to you on April 9, 2010. The restrictions of that letter remain in force.’ {text of letter}

MBRX v ST: KNOCKS HEADS*
15 December, Concord. THE COURT REITERATED ITS CALL FOR A JOINT STATUS REPORT, after each side filed its own status report:

The status reports filed by both parties do not comply with the court’s prior order. Within 14 days, the parties shall file a joint status report that: (1) describes the decision that was reached following the most recent hearing; (2) identifies the issues that remain to be resolved; and (3) proposes a case management plan for the resolution of remaining issues.

History
To be clear, Judge Barbardaro did not issue a written order following the 29 September hearing. The only writing of a ‘prior order’, that stated in the docket report on the court website, reads: ‘Parties have reached an agreement to hold a 3rd hearing. Discovery/motions stayed for 60 days, status report to be filed in 60 days, further pretrial conference to be held.’

The hearing was held on 29 October resulting in ST once again repeating that Leishman was banned for life [see other article]. The two sides asked for a postponement of the due date for the status report(s).

The Court granting the request for a postponement to 13 December [see 10#11B]. The request sought a ‘fourteen (14) day extension, to and including December 13, 2010, for each Party to file a Status Report.’ (Emphasis added)

Status reports
The ST status report said that no change had occurred in its position, and the MBRX status report reiterated its position. The judge didn’t find the status reports contained what he wanted, apparently, so the parties have until 29 December to come to agreement on the outstanding issues and a case management plan. {court website, case #10-cv-264}

NEGS: UPDATE*
4 December, Canterbury, NH. PETER DEARNESS HAS MOVED HIS OFFICE AND SHOP HERE, following his removal by ST from operating the track south out of Concord [see 10#08B].

He is already serving one customer at the Canterbury transload, located on the state-owned ‘White Mountain Branch’ (Concord-Lincoln line) where he still has the state license to operate [see 09#04B]. “We’ve had three cars of steel bridge beams here.”

Better interchange would mean more customers
Despite ST’s promise to locate a crew in Concord and switch customers five days a week [see 10#05A], Dearnness reported that ST has done neither. It is now providing a switch one day a week. He believed that to serve major customers Blue Seal and Ciment Quebec, ST had to switch at least three times a week, which is “what I provided before I left.”
If ST would provide the service it promised, Dearness believes he could land two more customers. One is “very frustrated because it would like to start now, and can't due to the level of service and is familiar” with ST’s lack of service. The other one would like to start in May or June

Current work
Dearness and his crew, even in early December, were out working on track, “rebuilding the curves” into his customer Innovative Paper Technologies [purchased by 3M in 2007] in Tilton. \{ANR&P discussion\}

**ST: BOW SERVICE**

10 December, Bow. **SERVICE TO BLUE SEAL IS “PRETTY GOOD,”** said Bill Whitney, who manages transportation for the regional Blue Seal Feeds plants, now owned by Kent Nutrition Group of Muscatine, Iowa. When cars are placed in Nashua, a crew brings them up, and when a switch is needed, the crew will run up light.

“We do miss Peter and his engine located in Concord. We had a very personal relationship and could get switched sometimes twice a day. Maybe we had it a little too good.”

The ST agent in Nashua, Judy Page, is “great to communicate with,” Whitney said. Working direct with ST, his feed mill workers “have learned to be more formal,” rather than just use informal communication with Dearness when he came to the mill. “We now do a switch list.”

One advantage
The new arrangement has reduced demurrage claims, according to Whitney. NEGS did not provide data to the national system about the date and placement of cars. So suppliers thought cars were ‘placed’ when they reached Manchester, and were ‘released’ when they returned to Manchester, whereas in fact the cars might not be delivered for a couple of days. These suppliers, which have private cars, would charge demurrage if the car sat for more than, say, five days.

Now, ST supplies the actual placement time and release time, so Blue Seal does not need to argue about demurrage.

Future traffic
Asked about carloads for Bow for 2011, Whitney expected the usual 100 soy cars and 90 distillers grain cars, but corn varied. “More corn is now grown in New England and upstate New York,” and the price delivered by truck is cheaper than rail from farther away. He put corn at “0 to 200, probably “good for 100 anyway.”

Mids varied too. Much of it comes from the Cargill mill [Horizon–our Directory\#112] in Ayer by truck. Since Cargill does load outbound cars with mids, the move to Bow looks easy for a railroad, but the switching arrangement there makes the move difficult. “It’s no fault of ST,” said Whitney, that the move is easier by truck. \{ANR&P discussion\}

**SLR: NOT GOOD**

16 December, Toronto. **FRASER PAPERS ANNOUNCED IT SOLD TO A LIQUIDATOR** the mill in Gorham, New Hampshire. Counsel RB Capital, LLC signed an agreement with Fraser on 27 November to complete the deal on 16 December. \{Fraser press release\}

‘Counsel RB Capital, LLC specializes in the acquisition and disposition of distressed and surplus assets throughout the United States and Canada, including industrial machinery and equipment, real estate, inventories, accounts receivables and distressed debt. In addition to purchasing various types of assets, Counsel RB also arranges traditional asset disposition services such as on-site and webcast auctions, liquidations and negotiated sales.’ \{company website\}

Public officials hope to connect Counsel with people who would like to continue to operate one or more paper machines; Counsel is not opposed. \{New Hampshire Public Radio 2-Dec.10\}
On 16 December R.B. Capital Vice President Gregory Schain has said the firm needs to find an operating partner to run the mill. He said he hopes to see it running again by late spring. {Kathy MacCormack of AP in Bloomberg 17.Dec.10}

**VERMONT**

**VRS: NEW FACILITY***

**QUEBEC/MARITIMES**

**SYDNEY: FED FUNDS**
10 December. **PRIME MINISTER STEPHEN HARPER ANNOUNCED THE FEDERAL GOVERNMENT WILL CONTRIBUTE $19 MILLION** to the dredging of the entrance channel of Sydney Harbour. The total cost of the project is estimated at $38 million. The Nova Scotia government will contribute $15.2 million, Cape Breton Regional Municipality $2 million, and Nova Scotia Power $1 million. {Federal government release 10.Dec.10}

[See 10#11B for skepticism about federal funding.]

**More on funding**
The prime minister said the money will come from Enterprise Cape Breton Corporation, a Crown agency. D.A. Landry, an ECBC spokesperson, said funds will be dispersed once the contract is in place. “It is existing ECBC funding coming from a number of different sources including some funds that were transferred to ECBC when the agency was integrated with the Cape Breton Development Corporation in January, 2010.”

**Funding confusion**
Sydney Marine Group had applied for federal funding in early 2010 but in an open letter to the Cape Breton Post, 4 June, John Lynn, ECBC’s chief executive officer, said the $38 million project was an ‘unbudgeted item’, in the federal budget which prevents Ottawa from working ‘within the time line of the tendering process that is currently on the table....But that certainly does not close the door for future possibilities to fund this worthwhile project,’ Lynn wrote.

Landry clarified the funding misconception. “We may have said it was a costly venture but we never said we didn’t have the money to do it. It is complicated matter and we had to get permission to reprofile funds but is existing resources coming from various pools. It took time to find the appropriate sources.” {Landry in discussions with ANR&P’s Tom Peters. 13.Dec. 10}

**The project**
The dredging, to be carried out by Boskalis NV, is scheduled to be completed in the second half of 2011. “The access channel is our conduit to the world. Investment in this key piece of public infrastructure is the critical next step in the ongoing process of port commercialization,” said Jim Wooder, chair of the Sydney Marine Group.

In addition to improving the economics of coal importation and future coal export opportunities, unrestricted access to the port will facilitate the development of offshore manufacturing and fabrication industries. An existing alliance with Port of Philadelphia involving the future transshipment of containers can now be further advanced to the next phase. {SMG release 10.Dec.10}

The dredging is also key to the development of a major container terminal at Sydport, on the west side of the
harbour. [See 10#06A.]

**Do three box ports for Nova Scotia make sense?**

Leo Ryan, in an article in *American Transportation Journal*, explored this question, beginning by noting that Halifax is operating at 40% of capacity and can accept ships in the 8,500 TEU class.

Steven Rothberg, consultant at Mercator International who spoke at the Halifax Port Days in autumn 2010, was cited as saying that Sydney and Canso were “fundamentally premature—maybe by 10 to 15 years, or maybe more.” The concept of a feeder service from Canso or Sydney to other North American ports was questionable: carriers would use smaller vessels to make direct calls, rather than incur transshipment costs.

Paul Bingham of Wilbur Smith, interviewed by Ryan, compared Prince Rupert to Canso; the latter will have to build a new spur to connect to CBNS to reach CN. At Rupert, CN was already serving the port directly.

Second, Canso “cannot be based solely on an operation as a global transshipment terminal because the location is not at an obvious connecting point in global sea trade lanes, in contrast to such hubs as Singapore, Hong Kong, Jebel Ali, Panama, etc.”

Finally, other ports are already expanding capacity. “So I am doubtful that Nova Scotia will find itself in five years with three major operating container ports all serving North America via the CN rail network.” {AJOT 22.Nov.10}

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**RAIL SHIPPERS**

Described in this issue. *Our Directory of Rail Freight Facilities in New England has more information on the companies denoted with their directory number.*


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**NEW ENGLAND RAIL DIRECTORIES**

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ANR&P appears at least four times a month. We send a formal issue twice a month, via post or e-mail. Between the issues, we send out the e-bulletin, only by e-mail. All information in the e-bulletin is included, and often updated, in the issue.

Stories not updated for the issue are noted with an asterisk. I urge readers to look at the issue’s updated stories (those without an asterisk).

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Atlantic Northeast Rails & Ports, née Maine RailWatch (1994-1997) and later Atlantic RailWatch (1998-1999), is dedicated to the preservation and extension of the regional rail network. The editor believes that publishing news on railroads and ports spotlights needed action to preserve the rail network. The publication also imbues the region with a sense of an interdependent community, employing the network to move rail and port traffic. ‘No railroad is an island, entire onto itself.’

e-issue