

SURFACE TRANSPORTATION BOARD

Docket No. AB 1311

**HOUSATONIC RAILROAD COMPANY
EXHIBITS
REPLY TO PETITION OF
METRO-NORTH COMMUTER RAILROAD COMPANY
REQUESTING
ADVERSE DISCONTINUANCE OF TRACKAGE RIGHTS**

July 14, 2022

LIST OF EXHIBITS

Exhibit A	Map of Housatonic Railroad
Exhibit B	Beacon Line Track Chart, Station List, Grade Crossings and Timetable Special Instructions
Exhibit C	Verified Statement of John R. Hanlon, Jr.
Exhibit D	Track Condition and Maintenance Appendix
Exhibit E	Traffic Related Documents
Exhibit F	Passenger Study
Exhibit G	Trail Description Materials
Exhibit H	Comments from Trail Groups and Government Agencies
Exhibit I	Letter from President Rinaldi
Note:	Exhibit A transmitted separately Exhibit C included as part of HRRC Reply Exhibit D Track Inspection Report transmitted separately Exhibit F Southeast/Danbury Study material transmitted separately

EXHIBIT B

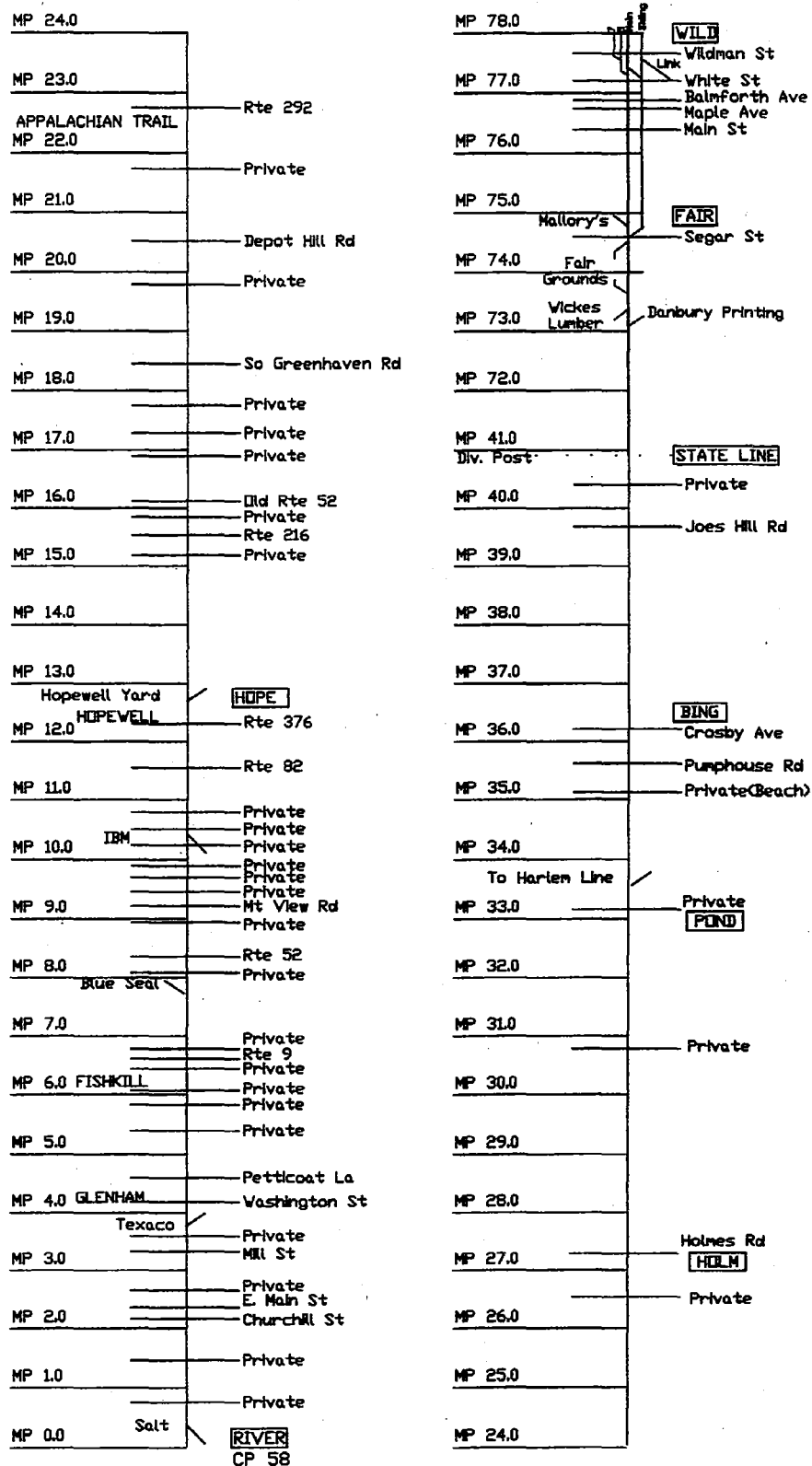
BEACON LINE TRACK CHART

BEACON LINE TIMETABLE SPECIAL CONDITIONS

STATION LIST

GRADE CROSSING LIST

Beacon Line



BEACON LINE SPECIAL INSTRUCTIONS

BEA 40 STATIONS - BEACON LINE

The direction from CP 58 to State Line is Eastward.

Stations are listed west to east.		MP	RTC District Radio Channel	Method of Operation- Single Track	Siding Direction and Length
CP 58 (Hudson Line)	INT	0.0	B 2	IR/CSS	
RIVER	BL-RTC	0.0		MBS	
Glenham		4.1			
Fishkill		6.2			
Hopewell		12.5			
HOPE	BL-RTC	12.7			
Appalachian Trail		22.5			
Holmes		27.2			
HOLM	BL-RTC	27.3			
POND	BL-RTC	33.1			
Dykemans (Harlem Line)		33.6			
BING	BL-RTC	36.4			
STATE LINE	BL-RTC	40.9			
State Line (NY/Conn) Division Post / Housatonic RR		40.9		Yard Limits NORAC Rule 93	

BEA 40-A STATION NOTES - REFERENCE MARKS

BL-RTC Block Limit controlled by the RTC

**BEA 41 MAXIMUM AUTHORIZED SPEEDS - MAIN TRACK
BEACON LINE**

BEA 41-A PASSENGER AND FREIGHT TRAINS

LOCATION	Between		MAS - Single Track (MPH)	
	MP	MP	Psg Trains	Freight Trains
RIVER - Private Crossing (MP 0.6)	0.0	0.6	Restricted Speed not exceeding 10 MPH	
Private Crossing (MP 0.6) - Division Post / Housatonic RR	0.6	40.9	25	10

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

Docket No. AB 1311

**METRO-NORTH COMMUTER RAILROAD COMPANY—ADVERSE
DISCONTINUANCE OF TRACKAGE RIGHTS—HOUSATONIC RAILROAD
COMPANY**

**RESPONSE OF METRO-NORTH COMMUTER RAILROAD COMPANY TO REVISED
INTERROGATORIES**

Metro-North Commuter Railroad Company (“Metro-North”), through counsel, hereby responds to the revised Interrogatories of Housatonic Railroad Company’s (“Housatonic”) as described and agreed upon by the Parties pursuant to the discovery conference held in this matter on September 2, 2021 (the “Revised Interrogatories”).

General Objections:

Each and every one of Metro-North’s responses to these Revised Interrogatories is subject to and incorporates the following general objections, as applicable. These objections are set forth here to avoid the duplication and repetition of restating them for each interrogatory and request. Some general objections may be referred to in a given answer for purposes of clarity. The failure to list a particular general objection in a given answer should not be construed as a waiver of that objection.

1. Metro-North objects to these Revised Interrogatories to the extent that they call for the disclosure of information protected by the attorney-client privilege, common-interest privilege, or other privilege and/or the right of privacy.
2. Metro-North objects to these Revised Interrogatories to the extent that they call for the disclosure of information protected by the attorney work-product privilege.

Melillo
1
11-22-21

3. Metro-North objects to these Revised Interrogatories to the extent that they impose any obligations on Metro-North beyond those permitted under the Code of Federal Regulations and the United States Code.

4. Metro-North objects to these Revised Interrogatories to the extent that they call for information that is neither relevant to the subject matter of the pending proceeding, nor appears reasonably calculated to lead to the discovery of admissible evidence. Specifically, and without limiting the generality of the foregoing, Metro-North objects to these Revised Interrogatories to the extent that they request information related to the portion of the Beacon Line in the State of Connecticut since that portion of the Beacon Line is not subject to the proceedings at the STB in which these interrogatories and the response to them are being submitted.

5. Metro-North objects to these Revised Interrogatories to the extent that they are unduly burdensome, and the time and effort required to attempt to compile all responsive information or documents outweighs the potential discoverability or probative value thereof.

6. Metro-North objects to these Revised Interrogatories to the extent that they are designed to cause undue annoyance, harassment, or oppression.

7. Metro-North objects to these Revised Interrogatories to the extent that they are overly broad with respect to scope, context, and/or time period.

8. Metro-North objects to these Revised Interrogatories to the extent that they are vague, indefinite, or ambiguous and as such would require Metro-North to speculate as to the meaning or scope of the discovery request and potentially responsive information.

9. Notwithstanding these objections, Metro-North's responses to these Revised Interrogatories are based upon a diligent search by Metro-North and its counsel. Discovery and other investigation and research concerning these proceedings are continuing. Metro-North,

therefore, reserves the right to amend or supplement its responses at any time in light of further investigation, research or analysis, to the extent permitted or required by law, and to introduce any and all evidence in this proceeding.

Part III - General Line Characteristics, Condition, and Maintenance

Information by Track Segments or Sections

For each question, please provide answers separately for the Putnam Segment (Conn state line to Hopewell Junction), the Beacon Segment (Hopewell Junction to end of track at Hudson Line) and, only in the case of questions involving grade crossings, the Danbury Segment (including only the crossings for which Metro North has the maintenance responsibility).

A. Classification of Track:

Please indicate each portion of the line currently out of service or subject to special restrictions with the expected date, if any, for restoration of service and removal of restrictions.

Response: Metro-North objects to this Interrogatory for the reasons stated in Objections 1-9, stated above. Notwithstanding the foregoing objection, Metro-North states that the Beacon Line in New York is out of service. There is no expected date for restoration of service because HRRC has provided no credible proposal for operation of freight on the line that would justify expending public resources for this purpose.

B. Expenditures

What was the estimated annual expenditure by Metro North for maintenance of the Beacon Line for 2019 and 2020? Please separate expenditures into (1) inspection, (2) track maintenance, (3) signal maintenance, and (4) bridge and structure maintenance.

Response: Metro-North objects to this Interrogatory for the reasons stated in Objections 1-9, stated above. Notwithstanding the foregoing objection, Metro-North states the following:

Weed spraying – approximately \$29,000 annually

Bridge inspections – approximately \$62,500 annually

Grade crossing inspections – approximately \$24,000 annually

Drainage related work – approximately \$1.5 - \$2 million (performed in connection with construction of the Maybrook Trail, not an annual expenditure)

C. Tie Condition

1. *Approximately how many ties would be required to bring the line to FRA Class 1 standards?*

Response: Metro-North objects to this Interrogatory for the reasons stated in Objections 1-9, stated above. Notwithstanding the foregoing objection, Metro-North states that the number of ties required to bring the line to FRA Class I standards is unknown.

D. Grade Crossings

1. *How many grade crossings on the line were equipped with active warning devices when Metro North acquired the line in 1995?*

Response: Metro-North objects to this Interrogatory for the reasons stated in Objections 1-9, stated above. Notwithstanding the foregoing objection, Metro-North states that the number of such crossings for the New York portion of the Beacon Line is 19, but they were not in serviceable condition when Metro-North acquired the Line in 1995.

2. *How many grade crossings on the line are currently equipped with active warning systems which function as designed?*

Response: Metro-North objects to this Interrogatory for the reasons stated in Objections 1-9, stated above. Notwithstanding the foregoing objection, Metro-North states that for the New York portion of the Beacon Line the answer is none of them are currently equipped with active warning systems. Metro-North objects to the phrase “which function as designed” as that phrase is undefined and vague. In addition, Metro-North does not have the as-built or other design information to confirm how the systems were designed.

3. *At how many grade crossings on the line were active protection devices removed, in whole or on part, since Metro North acquired the line in 1995 and what were the dates of such removal.*

Response: With respect to the line segment that is the subject of this proceeding, gates were removed around 2001-2002 and mechanics were pinned up with power cut. The inoperable devices at the 19 crossings were removed in approximately 2005.

4. *Based upon a review of Metro-North signal and signal maintenance records, including schematic drawings and plans, please indicate whether automatic features were removed by Metro North from grade crossing warning devices in Danbury for which Metro-North has maintenance responsibilities, and, if so, the year in which any removal occurred.*

Response: Metro-North objects to this Interrogatory for the reasons stated in Objections 1-9, stated above. Notwithstanding the foregoing objection, Metro-North states that the answer is No.

E. Ballast and Grading

[the revised Interrogatories on which the parties agreed did not include any interrogatories on this topic]

F. Rail Condition

1. *Please indicate whether there is any interruption of continuity of main line rail and the location and extent of any such interruption.*

Response: Metro-North objects to this Interrogatory for the reasons stated in Objections 1-9, stated above. Notwithstanding the foregoing objection, Metro-North states that the answer is:

- There are downed trees and weeds on portions of the rail;
- Approximately 300 feet of rail and ties are missing at near Interstate I-84;
- Approximately 75 feet of rail is damaged near Route 52;
- Approximately 100 feet of rail is damaged at Washington Ave in Glenham;
- Washout at MP6.5 – approximately 15-20' wide;
- Approximately 250 feet of track is missing in Hopewell Junction off Fishkill Ave. and approximately 500 feet of track is damaged;
- Washout near Route 292 MP22.71 – approximately 20' wide; and,
- Route 311 Bridge MP30.02 – rail disconnected approximately 10 years ago.

G. Bridge and Structure Condition

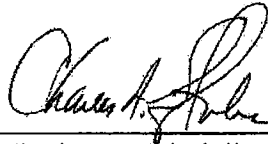
Please furnish copies of the most recent complete bridge inspection report for each structure on the line.

Response: Metro-North objects to this Interrogatory for the reasons stated in Objections 1-9, stated above. Notwithstanding the foregoing objection, Metro-North states that Documents that are responsive to this Interrogatory can be found at the following link:

<https://www.dropbox.com/sh/5rn25oqlpwxu93w/AACgJCfe6ALAcEhXYeCWuDZOa?dl=0>

Dated this 1st day of October 2021.

Respectfully Submitted,

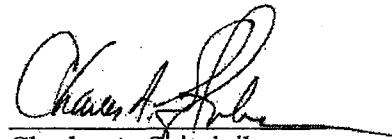


Charles A. Spitulnik
Kaplan Kirsch and Rockwell LLP
1634 I (Eye) Street, NW, Suite 300
Washington, DC 20006
(202) 955-5600
csputulnik@kaplankirsch.com

CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of October 2021, I caused the foregoing Response of Metro-North Commuter Railroad Company to Revised Interrogatories to be served on the following parties by email:

Edward J. Rodriguez
Vice President and General Counsel
Housatonic Railroad Company
4 Huntley Road
P.O. Box 687
Old Lyme, Connecticut 06371-1448
e.rodriquez@hrrc.com



Charles A. Spitulnik

EXHIBIT D

TRACK CONDITION AND MAINTENANCE APPENDIX

1. Metro-North Bulletin Orders as follows:

Bulletin Order No 1-26 dated June 10, 2019 which removed from service the Beacon Line between MP 13.0 and MP 35.5 which is approximately 4.5 miles from the CT state line. Since HRRC can only access the Beacon Line from the east, the bulletin order had the effect of removing from service the line from MP 0.0 to MP 35.5

Bulletin Order 1-26 also removed from service the switch between the Beacon Line and the Harlem Line.

Bulletin Order No 1-199 dated January 21, 2021 which superseded Bulletin Order No 1-26 and placed the entire Beacon Line out of service. Bulletin Order 1-199 remains in effect.

2. Response of Metro-North Commuter Railroad Company to Revised Interrogatories dated October 21, 2021. Particular attention is called to "Section D Grade Crossings" and answer 3 in which it is stated that grade crossing protection was inactivated in 2001-2002 and also to "Section F Rail Condition" in which Metro North in which Metro-North identifies numerous locations in which the continuity of rail is interrupted. Seven specific locations are identified as well as an unspecified number of areas of downed trees and weeds. One bridge with disconnected rail is admitted to have persisted for approximately 10 years.
3. Track Inspection Report of Philip Bailey, Trainmaster for Housatonic Railroad dated July 6, 2022. Mr. Bailey is also qualified by Metro North to operate on the Line. The report documents various bridges on which both bridge decks and rail are missing, areas in which rail is missing, very poor tie conditions, grade crossing surfaces removed, barricades and fences blocking the track and other track defects.

Track Inspection Report is separate file.

4. Danbury Crossings – There is extensive correspondence on this subject but included here are (1) Notices from Metro North dated 10/14/14 and 10/22/14 showing all 6 Danbury crossings out of service because of too many Unscheduled/emergency maintenance repairs, (2) Letter dated November 11, 2014 from Albert M. Santini, Chief Engineer- Metro-North to John R. Hanlon, Jr, president HRRC, (e) Separate Letters dated 03/29/15 from Edward J. Rodriguez, Executive Vice President and General Counsel for HRRC to James B. Henley, Vice President and General Counsel for Metro-North and Albert M. Santini.



Metro-North Railroad

Bulletin Order No. 1-26

Effective: 1600 HOURS – MONDAY, JUNE 10, 2019

Bulletin Order(s) in Effect:	1-16	1-S23	1-26
------------------------------	------	-------	------

Information in this Bulletin Order that has been revised will be underlined>. Information that has been withdrawn will be shown as a ~~strike~~through.

HARLEM LINE

- (a) CP 155
SWITCH REMOVED FROM SERVICE

Until further notice, 12A switch removed from service for diverting moves to and from the Beacon Line.

BEACON LINE

- (b) HOPE – BING
TRACK OUT OF SERVICE

Until further notice, single track is out-of-service between MP 13.0 (Fishkill Creek UG Br) and MP 35.5, Pumphouse Rd Highway Grade Crossing. One length of the north and south running rails have been removed with barricades and stop signs erected at each "End of Track" location.

John E. Kesich, Senior Vice President – Operations



Bulletin Order No. 1-199

Effective: 0001 HOURS – TUESDAY, JANUARY 12, 2021

Bulletin Order(s) in Effect:	1-S192	1-194	1-196	1-197	1-198	1-199
------------------------------	--------	-------	-------	-------	-------	-------

HARLEM LINE

- (a) CP 155
SWITCH REMOVED FROM SERVICE

Paragraph (n) of Summary Bulletin Order 1-S192, referring to 12A switch removed from service for diverting moves to and from the Beacon Line, is cancelled.

BEACON LINE

- (b) HOPE – BING
TRACK OUT OF SERVICE

Paragraph (ac) of Summary Bulletin Order 1-S192, referring to single track out of service between MP 13.0 (Fishkill Creek UG Br) and MP 35.5, Pumphouse Rd Highway Grade Crossing, is cancelled.

- (c) CP 58 – STATE LINE
TRACK OUT OF SERVICE

Until further notice, single track is removed from service between MP 0.0 (CP 58) and MP 40.9 (STATE LINE) due to storm damage.



Metro-North Railroad

November 11, 2014

Mr. John Hanlon, President of the Housatonic RR
Housatonic Railroad Company
1 Railroad Street
P.O. Box 1146
Canaan, CT 06018

RE: HOUSATONIC RR GRADE CROSSINGS MAINTAINED BY METRO-NORTH CRR

Dear Mr. Hanlon,

Metro-North Railroad has been maintaining six (6) crossings at grade for the Housatonic RR. These crossings are as follows:

1. Wildman Street MP 77.5
2. White Street MP 76.95
3. Balmforth Avenue MP 76.90
4. Maple Street MP 76.84
5. Main Street MP 76.59
6. Segar Street MP 74.87

The active protection equipment for these crossings has been in service for more than 40 years and is well beyond its normal life cycle. The condition of the crossing apparatus has made it impractical to maintain and perform the FRA required monthly, quarterly, and yearly tests by our Signal Maintenance forces. Due to a lack of available parts, we have been unable to repair certain crossings and have removed them from service with a "Stop and Warn" in effect. All 6 crossings are in need of a major overhaul and upgrade that should include flasher pole assemblies, gate mechanisms, and cable. This would be extremely costly and considering that trains have not run on this section of track in months, if not years, it does not seem cost justified.

I am recommending that the Housatonic RR, as owner of the tracks on which the subject crossings are located, petition for the removal of all signal equipment and make the crossings passive, similar to what was done with the Beacon Line. "Exempt" signs can be installed along with yellow RR cross buck signs and stop signs to protect school busses and other vehicles required to stop at the crossings.

Page 2

HOUSATONIC RR GRADE CROSSINGS MAINTAINED BY METRO-NORTH CRR

November 11, 2014

Metro-North is requesting an expedited response to this matter as these crossings will likely have to be removed from service entirely due to the issues cited above.

I thank you, in advance, for your attention to this matter.

Sincerely,

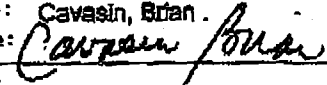
A handwritten signature in black ink, appearing to read "A.M. Santini", with a long horizontal flourish extending to the right.

Albert M. Santini, P.E.
Chief Engineer – Metro North Railroad

cc J. Deptulski (MNR)

G. Hayden (MNR)

Edward J. Rodriguez, Executive Vice President and General Counsel
Housatonic Railroad Company
P.O. Box 687
Old Lyme, CT 06371

 Metro-North Railroad		C&S 39		☒ Out of Service ☐ Restriction ☐ Rusty Rail Restriction	
Signal Facility Notice		NO.	DATE:		
To Rail Traffic Controllers/Operators	LINE: Housatonic Branch	O-014-10-042	10/16/2014		
EFFECTIVE 1004 10/16/14	THE FOLLOWING RESTRICTION IS IN EFFECT AND/OR APPARATUS IS INOPERATIVE:			Old: New: Re-issue only	
AT: Housatonic - Danbury Terminal		C&S Info:			
6 3 1 4 1) Segar St. (MP 74.6) (DOT# 500612C) grade crossing is out of service. 2) Balmforth Ave. (MP 76.9) (DOT# 500606Y) grade crossing is out of service. 3) White St. (MP 77.0) (DOT# 500605S) grade crossing is out of service. 4) Wildman St. (MP 77.5) (DOT# 504223K) grade crossing is out of service. 5) Maple St. (MP 76.9) (DOT# 500601F) grade crossing is out of service. Reason: Due to too many Unscheduled/emergency maintenance repairs. ** NOTES AND/OR SPECIAL ACTIONS REQUIRED OF RTC/OPERATOR UNTIL NOTICE IS ANNULLED ** a) All trains must STOP AND WARN!					
PROTECTION APPLIED BY MAINTAINER:		JUMPERS APPLIED:			
NONE		None.			
PROTECTION APPLIED BY RTC					
SIGNED - MAINTAINER: Powers, Tim		PERMISSION FROM:			
1. The Signal Control Desk has confirmed that all information has been printed and repeated correctly.		Signal Control Desk Name: Cavasin, Brian. Signature: 			
2. The Rail Traffic Controller (RTC) will sign and post a copy of this notice. If pertaining to an open interlocking station, the Operator will sign and post the original. Approved blocking devices are applied to units affected by this notice.		RTC/Operator Printed Name: William Palmer Signature: 			
3. When this form is annulled: a) The Signal Control Desk must notify the RTC and retrieve the RTC copy for archiving. b) Field copies and associated C&S 39-J tags, if any, must be forwarded to the Field Supervisor for archiving.					
4. This notice must not be changed after posting. Changes must be covered by a new notice.					
JUMPERS REMOVED		BY			
THIS NOTICE IS ANNULLED:		BY			
Field Copy Location: Posted at the Signal Maintainer's HQ at CP 241 (Walk).					

 Metro-North Railroad		C&S 39	☒ Out of Service ☐ Restriction ☐ Rusty Rail Restriction
Signal Facility Notice		NO. O-014-10-059	DATE: 10/22/2014
To Rail Traffic Controllers/Operators	LINE: New Haven - Danbury Branch		
EFFECTIVE	<i>HRS 10/22/14</i>	THE FOLLOWING RESTRICTION IS IN EFFECT AND/OR APPARATUS IS INOPERATIVE:	Old: O-014-7-085 New: _____ Re-issue only
AT: CP 241 - Danbury		C&S Info:	
1) On the Housatonic White St. (MP77.0) (DOT# 500805S) is out of service. Reason: Unscheduled/emergency maintenance. ** NOTES AND/OR SPECIAL ACTIONS REQUIRED OF RTC/OPERATOR UNTIL NOTICE IS ANNULLED ** a) All trains must STOP AND WARN!			
PROTECTION APPLIED BY MAINTAINER:		JUMPERS APPLIED:	
Southwest Gate is dogged up.		None.	
PROTECTION APPLIED BY RTC			
NONE			
SIGNED - MAINTAINER: Maldonado, Al		PERMISSION FROM:	
1. The Signal Control Desk has confirmed that all information has been printed and repeated correctly.		Signal Control Desk Name: Cavasin, Brian. Signature: <i>Cavasin Brian</i>	
2. The Rail Traffic Controller (RTC) will sign and post a copy of this notice. If pertaining to an open interlocking station, the Operator will sign and post the original. Approved blocking devices are applied to units affected by this notice.		RTC/Operator Printed Name: William Palmer Signature: <i>William Palmer</i>	
3. When this form is annulled: a) The Signal Control Desk must notify the RTC and retrieve the RTC copy for archiving. b) Field copies and associated C&S, 39-J tags, if any, must be forwarded to the Field Supervisor for archiving.			
4. This notice must not be changed after posting. Changes must be covered by a new notice.			
JUMPERS REMOVED		BY	
THIS NOTICE IS ANNULLED:		BY	
Field Copy Location: Posted in maintainer's headquarters CP 241 WALK.			



8 DAVIS ROAD WEST
P.O. BOX 687
OLD LYME, CONNECTICUT 06371
(860) 434-4303
FAX: (860) 434-4306

March 29, 2015

Mr. Albert M. Santini, P.E.
Chief Engineer
Metro North Railroad
347 Madison Avenue
New York, New Your 10017-3739

Re: Various Grade Crossings
Maybrook Line
Danbury, Connecticut

Dear Mr. Santini:

This is follow up on conversations which I understand have occurred between staff of Metro North and Housatonic Railroad regarding the six crossings maintained by MNR on our property in Danbury, Connecticut and, specifically, to your letter dated November 11, 2014 and addressed to Mr. John R. Hanlon, Jr. of this company.

In your letter, you stated that each of the crossing signals is in need of major overhaul and upgrading. We agree with that assessment. You also proposed to discontinue maintenance of all six crossings and recommended that they be converted to passive crossings. Housatonic Railroad is not agreeable to that recommendation.

In 1995, Housatonic Railroad entered into a Trackage Rights Agreement with MNR under the terms of which MNR is responsible for the maintenance and replacement of the crossing signals. We expect that MNR will honor its responsibilities under that agreement. I have forwarded a copy of the Trackage Rights Agreement to Mr. James Henly for his review.

Thank you very much.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Edward J. Rodriguez", with a stylized flourish at the end.

Edward J. Rodriguez
Executive Vice President and General Counsel

cc: Mr. James B. Henly
Metro North Railroad



8 DAVIS ROAD WEST
P.O. BOX 687
OLD LYME, CONNECTICUT 06371
(860) 434-4303
FAX: (860) 434-4306

March 29, 2015

Mr. James B. Henly
Vice President & General Counsel
Metro North Railroad
420 Lexington Avenue
New York, New York 10017

Re: Various Grade Crossings
Danbury, Connecticut

Dear Mr. Henly:

In January, 1995, Maybrook Railroad Company ("Maybrook") and Danbury Terminal Railroad Company (now Housatonic Railroad Company, Inc. "HRRC") entered into a transaction with Metro North Commuter Railroad Company ("MNCR"). The transaction involved, *inter alia*, sale of what is now known as the Beacon Line between the NY/CT state line and Beacon, New York and sale of the Wassiac Extension. As a part of the transaction, the parties entered into a Trackage Rights Agreement governing the operation by HRRC over the Beacon Line, Harlem Line and Wassiac Extension and operation by MNCR over a section of the Maybrook Line referred to as the "DTRR Subject Trackage" the "DTRR Subject Trackage was described in Section 2 as:

That portion of the Maybrook Line from the New York/ Connecticut state line at approximately Mile Post 71.2 to a point in Danbury, Connecticut 1000 feet east of the Wildman Street crossing (approximate M.P. 77.7).

The Trackage Rights Agreement is still in effect and is used by MNCR. One of the terms of the agreement involves allocation of responsibility for maintenance of certain grade crossings in Danbury. This was a very significant and important term to the parties and was taken into account in determining the financial consideration for the transaction. Section 10(b) of the agreement provides:

(b) Notwithstanding the foregoing, MNCR shall maintain all signals and crossing protection on the DTRR Subject Trackage. Such maintenance shall include all Routine Maintenance and all Non-Routine Maintenance, including replacement and upgrading of such equipment and the furnishing of electrical power as required."

In November, Housatonic Railroad received a letter from Albert M. Santini, P.E., Chief Engineer for Metro North Railroad stating that the crossing signals are in need of major overhaul and upgrading. At the time of the transaction, the condition of the crossing signals was already deteriorated. It is not surprising that they need replacement. It is more surprising that they lasted as long as they did. The need for replacement was contemplated by the parties when the agreement was entered into.

Mr. Santini proposed to discontinue maintenance of all six crossings and recommended that they be converted to passive crossings. Housatonic railroad is not agreeable to that recommendation. While current rail traffic over most of the crossings is light, both by MNCR and by HRRC, that is not a justification for discontinuing maintenance as required under the 1995 agreement. In addition, as information, HRRC is actively working on a project which would significantly increase traffic over all of the crossings.

Please contact me at your earliest convenience to discuss this matter further. For your convenience, I have enclosed a copy of the Trackage Rights Agreement.

Very truly yours,



Edward J. Rodriguez
Executive Vice President and General Counsel

Enc: Trackage Rights Agreement
Albert Santini, P.E. letter dated 11/11/14
Letter to Albert Santini, P.E. dated 3/29/15
C&S 39 10/8/14
C&S 39 10/16/14

EXHIBIT E

TRAFFIC RELATED DOCUMENTS

Selected Documents from Supplemental Response dated January 7, 2022 to Request by Metro-North Commuter Railroad Company for Production of Documents:

Sand and Aggregates to Beacon Line

Decommissioning of India Point Nuclear Reactor

Electric Transformers – voluminous correspondence supplied to Metro-North omitted and replaced by a summary report

Brick to Fishkill, NY

Aggregates to New York City- some detailed and confidential information supplied to Metro North has been deleted

Proposed Interchange with CP Rail at Beacon:

Draft Interchange Plan January 19, 2001

HRRC and CPR Interchange Agreement at Beacon, New York dated April 1, 2001 but never executed.

Sand and Aggregates to Beacon Line-

Since at least 2016, there has been interest by a quarry facility on Housatonic Railroad in Canaan (Falls Village) Connecticut to transport sand and aggregates to the Brewster, New York area for distribution by truck to customers within New York State. With the relatively recent affiliation between the Canaan quarry now operated by Century Aggregates and Montfort Brothers in Fishkill, New York there is renewed interest in moving sand and aggregates from Canaan, Connecticut to both Brewster, New York and Fishkill, New York for distribution to New York customers and use by Montfort in the manufacture of Concrete. Documents related to that business are attached.

Daniel J. Wahle

From: Daniel J. Wahle [d.wahle@hrrc.com]
Sent: Friday, August 12, 2016 10:33 AM
To: Greg Marlowe (gregm@bondedconcrete.com)
Subject: FW: Stone-by-Rail Analysis
Attachments: Century Aggregates - Stone by Rail Analysis.xlsx
Importance: High

Greg, Do you know "Todd Ruttura" and/or "Ruttura & Sons" on Long Island...?

From: Daniel J. Wahle [mailto:d.wahle@hrrc.com]
Sent: Wednesday, August 10, 2016 3:08 PM
To: Greg Marlowe (gregm@bondedconcrete.com)
Subject: FW: Stone-by-Rail Analysis
Importance: High

Hi Greg,

Hope your summer is going well.

Want to get together for lunch to get caught up...? (this one is on me) I could do tomorrow or Friday, or middle of next week if any of those work for you. (or at anytime other than lunch – whatever works)

Here's the list of great stuff we're working on:

- **Pittsfield Opportunity**
We have property in Pittsfield that is available to purchase or lease! *Will talk to his owner*
- **NY State Opportunity**
Construction company along RR in Brewster, NY could be interested. *Will follow up internally*
- **Cement from Keystone in Bath, PA**
Did they offer you revised rail freight...? Will it work do you think...? *Will follow up internally. Haven't heard anything back*
- **Cement from Joliet, QC**
Did they provide you a number...? (rail freight should have been quoted to them by now) *Will follow up internally. Haven't heard anything back*
- **Pavestone (MD and Middleboro, MA)**
I will try Charboneau again. Have you spoken to them by chance...? *He hasn't spoken to them.*
- **Bonsal Sand Inbound**
Ever get a chance to speak with Will about how they would need to unload and transfer into silos...?

Yes - won't work as sand is wet.

Look forward to catching up and next steps when you get an opportunity, thanks,

*Met w/ Greg on
8/17/16 - he
will follow-up on
1st bid!*

... Dan

Dan Wahle
VP - Marketing & Sales
Housatonic Railroad Company, Inc.
774-413-0615
d.wahle@hrrc.com

From: Daniel J. Wahle (<mailto:d.wahle@hrrc.com>)
Sent: Monday, July 11, 2016 6:18 PM
To: Greg Marlowe (gregm@bondedconcrete.com)
Subject: Stone-by-Rail Analysis
Importance: High

Hi Greg,

Please let me know what you think of the attached as a means to analyze what we'd need to do to generate rail savings for you. Note there are two tabs: one for Pittsfield opportunity and one for NY State opportunity.

Recall goal here is just to furnish template as a means to analyze costs. Then, once all costs are confirmed, we'd be able to determine where rail would need to be in order to generate whatever level of savings you would need. (For now I just threw in whatever rail rate equalized the two shipping options based on the cost estimates.)

I just learned that the property in Pittsfield on Industrial Drive is for sale! Owner is Joel Cooper of Filkins Transportation. Ever heard of him...?

Look forward to following up with you on everything.

Thanks, ... Dan

Dan Wahle
VP - Marketing & Sales
Housatonic Railroad Company, Inc.
774-413-0615
d.wahle@hrrc.com

Century Aggregates Mtg w/ Greg Marlowe 6/16/16
and lunch w/ Eric as well

N. Canaan: quartz
Falls Village: marble

~ 40,000 tons to Pittsfield per year → Industrial Dr. ^{apps!}
~ 100,000 tons to metro NY area per year

Local cement supplier but looking at alternatives
due to poor quality

looks at Parastone + Runkle as "surplus stone out
of the quarry"; hence, doesn't appear to be ~~the~~ a
"base" business that concerns him too much

- Runkle business is spotty - "when they
send me a P.O."
- Greg. will try to contact Parastone to see
what happened

(And folks been around who were there when
he saved their ass - like Scott - then this
wouldn't have happened he summarizes)

Next Step: Summary email from me re apps!

NY/CT border opportunity!

Farrington Rd

Joan Hill Rd

202

Putnam Precision
Products

71 Borders Wine & Liquors

Tulip Rd

Tulip Rd

Haines Pond

NEW YORK
CONNECTICUT

Supply

RD

State Farm: Pete Spear

202

State Farm: Pete Spear

E4

E4

E4

Decommissioning of Indian Point Nuclear Reactor-

In 2021, The Indian Point Nuclear Reactor in Buchanan, New York was closed and decommissioning activities were begun. The decommissioning contractor approached Housatonic Railroad looking for a location near Brewster on the Beacon Line from which to transload low-level nuclear material from truck to rail for transportation and disposal in Texas. A letter from I.C.E. Service Group, the demolition contractor, is included.



December 28, 2021

Secretary
Surface Transportation Board
395 E Street SW
Washington, DC 20423

Re: Docket Number AB1311
Metro North Discontinuance of Beacon Line

To Whom It May Concern,

I.C.E. Service Group, Inc. has been contracted to support the decommissioning of Indian Point Nuclear Power Plant in Buchanan, New York. I contacted Parker Rodriguez of the Housatonic Railroad Company on June 25, 2021 to inquire about rail service in support of the decommissioning.

The rail service we were seeking included a truck-to-rail operation wherein we would ship low level radioactive contaminated material to a disposal facility in Texas. Expected volume of this project is approximately 105-250 railcars per year for 8-12 years.

I initially asked Mr. Rodriguez if the Housatonic Railroad could accommodate this project on the Maybrook Line in New York. In particular, I.C.E. Service Group wanted to explore the possibility of opening a truck-to-rail facility in the Brewster area on the Maybrook Line.

Mr. Rodriguez informed me that the Maybrook Line in New York is inoperable in its present condition and would require a great deal of track work to bring the track back into service. Given the time sensitive nature of this project, we explored other options and settled on creating a container transfer facility in Newtown, Connecticut instead of New York, although it is a longer truck trip, because the Housatonic Railroad line in Connecticut is presently maintained in operable condition. From Buchanan, the Newton, Connecticut location is approximately 85% longer by truck than Brewster, New York and adds the complication of trucking contaminated materials across state lines.

At the time of this letter, the container transfer facility in Newtown, Connecticut is up and running. Therefore it may not be economically feasible to move the truck-to-rail operation to New York at this point. However, at the time that we were planning this project, it would have been preferable to open a container transfer facility in New York, in closer proximity to Indian Point in order to reduce truck trip lengths and transportation costs.

Sincerely,



Gus Chirgott
CFO
I.C.E. Service Group, Inc.

Electric Transformers

Various requests for the movement of electric transformers have been received over the years. Records, primarily recent email correspondence of recent requests, could be located, and are included. Earlier records, most of which would have been electronic, have been compromised and could not be accessed.

November 22, 2021

To Whom It May Concern,

I have been responsible for all marketing, pricing, and customer acquisition at Housatonic Railroad Company, Inc. since August 2019. In that time, I have received a number of requests from prospective customers for freight rates to New York destinations.

The most common of such requests have been for large transformers with destinations in Putnam and Dutchess counties. I have typically had to explain to the prospective customers that we currently do not operate on the Maybrook Line in New York and the track is not in operable condition. Instead, I have provided them with alternatives where Housatonic Railroad would bring a transformer to a destination in Connecticut, and the customer could offload there and truck the transformer to its final destination. None of these have come to fruition thus far, and I believe that is in part because trucking the transformers from these areas in Connecticut to their New York destinations would not be efficient. I am aware of at least one prospective customer who was exploring the alternative of bringing the transformers into New York via barge on the Hudson River.

The following rail rates for transformers headed to New York destinations were requested from me on the following dates:

10/02/2019 – 317,000 lbs transformer. Origin: Port of Newark, NJ. Destination: Mahopac, NY

10/02/2019 – 335,000 lbs transformer. Origin: Mcgehees, AL. Destination: Mahopac, NY

11/11/2019 – 349,000 lbs transformer. Origin: Pittsfield, MA. Destination: Hopewell Junction, NY

03/04/2021 – 269,000 lbs transformer. Origin: Georgia. Destination: Beacon, NY

03/11/2021 – two (2) 529,000 lbs transformers. Origin: Newark, NJ. Destination: Wingdale, NY

10/20/2021 – 334,000 lbs transformer. Destination: Brewster, NY

Thank you.

Sincerely Yours,

Parker F. Rodriguez, Esq.
Associate General Counsel
Housatonic Railroad Company, Inc.

Brick to Fishkill, NY

Montfort Brothers on the Beacon Line in Fishkill, New York discussed receiving brick by rail and documents relating to that request are included.



Mr. John Blair
NY Sales Manager
Montfort Group
Route 9 and Elm Street
Fishkill, NY 12524

August 8, 2002

Email: j326@aol.com

Dear John:

Thank you for your listing of potential brick suppliers that you faxed to us on July 25th. We have taken the liberty of adding a few additional CSXT-served suppliers to the freight rates and origin railroads that are provided below:

• Glen Gery, Iberia, OH	\$1,680	CSXT via Caledonia siding
• Glen Gery, Caledonia, OH	\$1,680	CSXT
• Glen Gery, York, PA	\$1,218	YRC
• Glen Gery, Summerville, PA	\$1,738	BPRR via Brookfield siding
• Boral, Augusta, GA	\$2,030	CSXT
• Cherokee Brick, Sanford, NC	\$1,498	CSXT
• General Shale, Kingsport, TN	\$1,652	CSXT
• General Shale, Coral Ridge, KY	\$1,862	CSXT
• Sioux City, Sioux City, IA	\$3,252	UP
• Sioux City, De Soto, IA	\$3,040	IAIS
• Watson town, Ronkonkoma, NY	\$1,117	NYA
• Belden Brick, Sugar Creek, OH	\$1,752	OHCR
• Bowerston Shale, Hanover, OH	\$1,802	CUOH

The brick would move in 50-foot boxcars with a capacity of 75 tons per car. Most of these suppliers report that they do sell brick to northeastern destinations. We did not solicit prices from the NS origins that you provided.

We have contacted Metro North, the track owner, for their fee to reinstall the switch. There would be a need for track work on your property that could be estimated by Housatonic or a private contractor of your choice. Lastly, a private dock would need to be built by a private contractor. CSXT and Housatonic would establish a per car refund package to allow you to recover your outlay over a multi year period.

We are excited about the prospect of running freight service to you again. We are most interested in your analysis of the above freight rates. Let me know when you have the truck rates that you pay from these origins. I'll contact you next week for an update to your analysis.

Sincerely yours,

Rian J. Nemeroff
Vice President
Marketing & Sales

Cc: Dave Stevenson, CSXT

August 8, 2002

Mr. George F. Walker
Vice President-Operations
Metro North Railroad
420 Lexington Avenue 11th Floor
New York, New York 10017

Re: Switch Installation – Beacon Line

Dear Mr. Walker:

Housatonic Railroad Company has been actively marketing rail service on the Beacon Line. As a result of those efforts, a customer in the Town of Fishkill has interest in receiving merchandise by rail. In order to receive service, a turnout must be replaced.

We discussed this matter with MNCR representatives in 1999. At that time, we were told that MNCR forces would have to perform all work on Metro North property and were given a cost estimate of \$25,000 for installation of the switch with HRRC providing the switch material. Please let me know whether MNCR still requires that the work be performed with its forces and, if so, please indicate whether the 1999 estimate would still apply or provide a revised estimate.

We appreciate your help. Please contact me in Canaan if you need further information or have any questions. Thank you.

The customer is _____, located at approximately M.P. _____.

Sincerely,

Matthew P. Boardman
Project Engineer

Aggregates to New York City

In 2017 and 2018, Housatonic Railroad, CSXT, O&G Industries, and other parties, including Metro-North, were involved in planning the movement of sand and/or aggregates from an O&G quarry in New Milford, Connecticut to New York City. This traffic would be through traffic from New Milford on the Housatonic Railroad via the entire length of the Beacon Line to the Hudson Line at Beacon, NY and then to New York City. The traffic movement was projected at one unit train of loaded cars and one unit train of empty cars per week. Documents and correspondence related to this traffic movement that could be located are included.

Opportunity Summary for CSXT

Sand to NY City and Long Island – 2,000+ Carloads Per Year

The NY City / Long Island market consumes up to 15 million tons of sand and stone for concrete and asphalt, every year.

To our knowledge, CSXT has yet to participate in this market.

The Product and Its Origin

- A dolomitic marble sand of superior quality.
- 100+ years of reserves in New Milford, CT, owned by O&G Industries, on Housatonic RR.

The Current Consuming Market

- Today is served by truck, barge and rail from various sources (O&G subsidiary, Rawson Materials, currently ships several thousand cars per year to this market from other CT quarries).

The Potential Receivers

- The identified potential receivers of New Milford sand consume approx. one million tons per year.
- Initial target is for only about 25% of total consumption, or about 220,000 tons per year to start.

The Idea to Get the Product to Market

- The current and future market price of sand *may* support rail transportation via CSXT, if the rail price can compete.
- The only rail route that would appear to support a competitive price is:
HRRC – Beacon, NY – CSXT (approx. 118 miles), with shipper cars and power
 - ✓ HRRC would operate over the Metro North Commuter RR (MNCR) Beacon Line via its Trackage Rights Agreement with MNCR.
 - ✓ CSXT and HRRC would create a new “interchange” at Beacon, NY (no new track needed; easy crew swap on HRRC, i.e., off of MNCR’s Hudson Line).
 - ✓ CSXT would operate from Beacon to NY City over Hudson Line, as it does today.
- Critically, all railcars and all locomotives and all fuel would be provided by the shipper, O&G. **CSXT and HRRC would ONLY need to provide crews for this move.**
- 60 car blocks with shipper’s power on both ends at night = no running around train or switching.

The Buy-ins So Far to the Idea

- MNCR management has responded with helpful information on how the route to Beacon, NY could be made to work.
- CSXT local operations so far see no issues at all with achieving the proposed service, given that it would be an easy move, for a single CSXT crew, with no CSXT power or fuel involved.

The Present Asks of Our Potential Customer, O&G Industries

- Can CSXT and HRRC confirm that they can do this...?
- If so, what would it cost...?

The Next Steps

1. CSXT: Please confirm that using shipper’s railcars and power over Beacon could work; or otherwise, please advise what it would propose that would enable a competitive rail rate.
2. CSXT and HRRC: Put together a budgetary rail rate so O&G can determine if – in conjunction with the other elements of its large investment – it indeed has an opportunity to further pursue.

Daniel J. Wahle

From: frank rogers [fkrogersrail@gmail.com]
Sent: Thursday, September 07, 2017 9:35 AM
To: Daniel J. Wahle; TJ Oneglia; Jeff Rawson
Subject: Thursday 9/14 Bronx Meeting with CSX Leo Haines

Guys,

The days are flying by before or meeting 1030 next Thursday. I had some thoughts on structure, points we get across and what we want Leo to articulate as his "Op's Plan", that's what will drive pricing and how Commercial responds. We definitely want to follow up with a written summary, hit the critical points. Think of it as a base line document we (they) will work from.

Here is a suggested format, no doubt we will deviate as the conversation gets going. To me the most critical thing is to get Leo to articulate what is his "best", i.e., lowest cost option to perform the service, that will translate into (hopefully) the best (lowest) revenue factor from CSX.

First lets all be there on time, ideally in the parking lot 15 minutes before start time. Moving in and out of the NYC region with freight is tough, weaving in and out of Metro North, Amtrak in very tight windows. It's optics but sets an example of how we would run "our" trains. This is lost on some but my instinct tells me Leo is in tune, he talked quite about on the phone how he coordinated with Kevin Smith (PW New Haven Trainmaster) on hitting windows, getting thru Oak Point, even shoving PW across Hell Gate with CSX power and his interchange train on PW's heels.

Introductions:

Self explanatory.

Market:

Suggest TJ and Jeff talk about the Market, the opportunity before us, overall tonnages, goals, the fact that this is a LONG TERM play not a one off. Leo is very familiar with the existing stone trains off PW, I did not get the impression he saw it as a pain, when we spoke I talked about how the move from New Milford via Beacon would "get CSX in the game", long a goal of CSX. This is as much for Mike Rodgers as it is for Leo, basically get them enthused, they look good, CSX looks good and they are bringing forth a revenue opportunity. IF Leo brings up things about the existing traffic that are a problem, listen and if able explain why we will be different. Talk about the tonnage (carloads) moving into NY now by rail and how CSX can be part of it and we want to help them.

Operations:

To me this is going to be the MOST important area of discussion. We (Dan and I can run with this one), talk about what we (and Metro North) are envisioning on train size (+/-60, DP power), reverse move step on/step off at Beacon. I'll have the Metro North Windows that we got from Kesich, but would not dwell on them. From talking with Leo, his contacts at Metro North had already given him a heads up on the plan and operations via Beacon (that is a good thing). Railroads, and I assume Metro North and CSX are no different, they can get very territorial on what's best and whose calling the shots. We should NOT say this is what we are GOING to do rather than this is what we are thinking. At that point, ask Leo what works best for him. We ask him to lay it out

move by move, crew by crew with the scenario of a terminal location within the Oak Point Yard area AND effecting an interchange with NYAR over Fresh Pond. If we/he are not clear on something said, get it firmed up, repeated and agreed to. Whatever CSX can do with an existing yard or local translates into our move being partially or fully incremental versus stand alone, that has a BIG impact on pricing. My thought is within CSX now they focus on getting "X" for a return, the lower the cost to obtain that margin the lower the rate. He (or Mike) may ask whats in it for CSX \$\$\$\$\$\$, I would stay away from that if possible, stick with words, significant, upside, long term. Basically out of this we want to produce a solid write up, with Leo and Mike in copy and most significantly in agreement when this is put forth in Jacksonville, something we (and they) will stand behind. There will no doubt be some naysayers.

Next Steps:

Assuming it goes well, invite Leo and Mike up to see Plainfield, seeing is believing. As a bit of history, while at PW we took a run at the Bronx with CSX. Initial contact was with Ken Kirkpatrick, joined later by Michael Harrison. Initial reply was over Worcester and in the high teens. After building credibility we had CSX in under \$5.00 ton over New Haven with their power//crews. The air came out of the balloon when Derrick Smith got involved, proposed terminal was Fordham Road/Bronx CSX parcel. The purported operator had no cash, hard hat and plans in his Prius, but was buddy's with Derrick. All these players are gone but wanted to show that CSX can make the numbers work when there is a will and they see credibility. Jeff and I have some great stories on the guy, best over a few drinks.

Ideally after they see Plainfield we set up a meeting in Jacksonville, or maybe whomever will be pricing takes a trip north, that's there call but to me seeing what is now happening (without them) is a BIG selling point.

Closing

We want to leave with a clear understanding of where this stands in Leo's mind with a time line going forward. Write up will follow.

Thoughts?

Frank

Grade and Track Information

O&G Industries, New Milford, CT to Connection with CSXT, Beacon, NY

Furnished by Dan Wahle to Frank Rogers

Information Provided by Housatonic RR Engineering

April, 2017

Ruling Grades (Per Conrail maintenance charts)

Maybrook Line (Beacon to Danbury)

- .55% grade mp 12-10 east towards Glenham
- 1% grade mp 9.5-8.5 east at Glenham
- .55% grade mp 1.5 west near Hopewell
- 1% grade from mp 45.3-53 east Stormville-West Pauling
- 1.2% grade from 57.3-60.7 west Whaley Lake-Towners
- 1.05% grade west for a mile in Brewster
- .8% grade west near Winters Bros. in Danbury

Berkshire Line (Danbury to New Milford)

- .5% south mp 6.2-2.7 in Brookfield
- .5% north mp 12.1-12.9 in New Milford

Rail and Bridge OOS

Rail - Maybrook Line between Berkshire Junction and Hopewell Junction:

- Has heavier rail (130RE, 131RE, 132RE & 140RE)
- Both stick and CWR

Rail - Beacon Branch from MP 43/0 at Hopewell Jct. to CP 58 at Beacon:

- Has mix of 107NH and 130PS

All rail on all sections would need significant inspection and measuring/checking (unreliable currently).

The MPs that HRRRC are using also date back to Conrail. MNCR has since changed the "Beacon" at CP 58 (MP 0) and Stateline NY/CT (MP 41).

There is a bridge out of service (on blocks) at Rt. 312 in Towners. MNCR could speak to condition of other bridges.

From: Daniel J. Wahle [mailto:d.wahle@hrrc.com]
Sent: Friday, April 07, 2017 4:12 PM
To: Grumblatt, Joseph <Grumblatt@mnr.org>; fkrogersrail@gmail.com
Cc: O'Connor, Kevin <KOConnor@mnr.org>
Subject: RE: Beacon Line service
Importance: High

Hi Joseph,

I would be happy to.

To summarize, O&G Industries of Torrington, CT has been working with HRRC for some time on ways to bring aggregates to the NY metro area. O&G feels that current market conditions now warrant a new and closer look at this opportunity, and are proposing a unit train service via HRRC and CSXT to the Bronx that does a great job so far (we feel) of addressing the needs of the railroads, including our host RR, MNCR.

For example, in all options there is proposed:

- Nighttime operation
- Run-through, unit train movements
- No switching (operational delays) of any kind
- No cutting of power and running around anywhere (power on both ends)
- HRRC/CSXT crew hand-offs away from MNCR operations

To accommodate this service as it's being proposed, HRRC would need to exercise its trackage rights over MNCR from the CT/NY state line to Beacon, NY (or possibly to White Plains over the Harlem Line) per our existing Trackage Rights Agreement.

So the primary goals of this first meeting are:

- ✓ Give MNCR an overall introduction to the project
- ✓ Open discussion of how the service has been proposed and is contemplated to work (routing, operations, etc.)
- ✓ Listen to MNCR about its ideas/concerns/etc. so that we can make this service as workable for MNCR as possible
- ✓ Determine appropriate next steps (HRRC and O&G are NOT taking this proposal to CSXT until we have first spoken to MNCR)

Hopefully that give you enough information to set a meeting with us, but please let me know if you need anything further.

Thanks very much,
... Dan

Dan Wahle
VP - Marketing & Sales
Housatonic Railroad Company, Inc.
774-413-0615



Interchange at Beacon, NY (CP-58)
January 19, 2001

Housatonic Railroad Interchange Plan for Beacon, NY

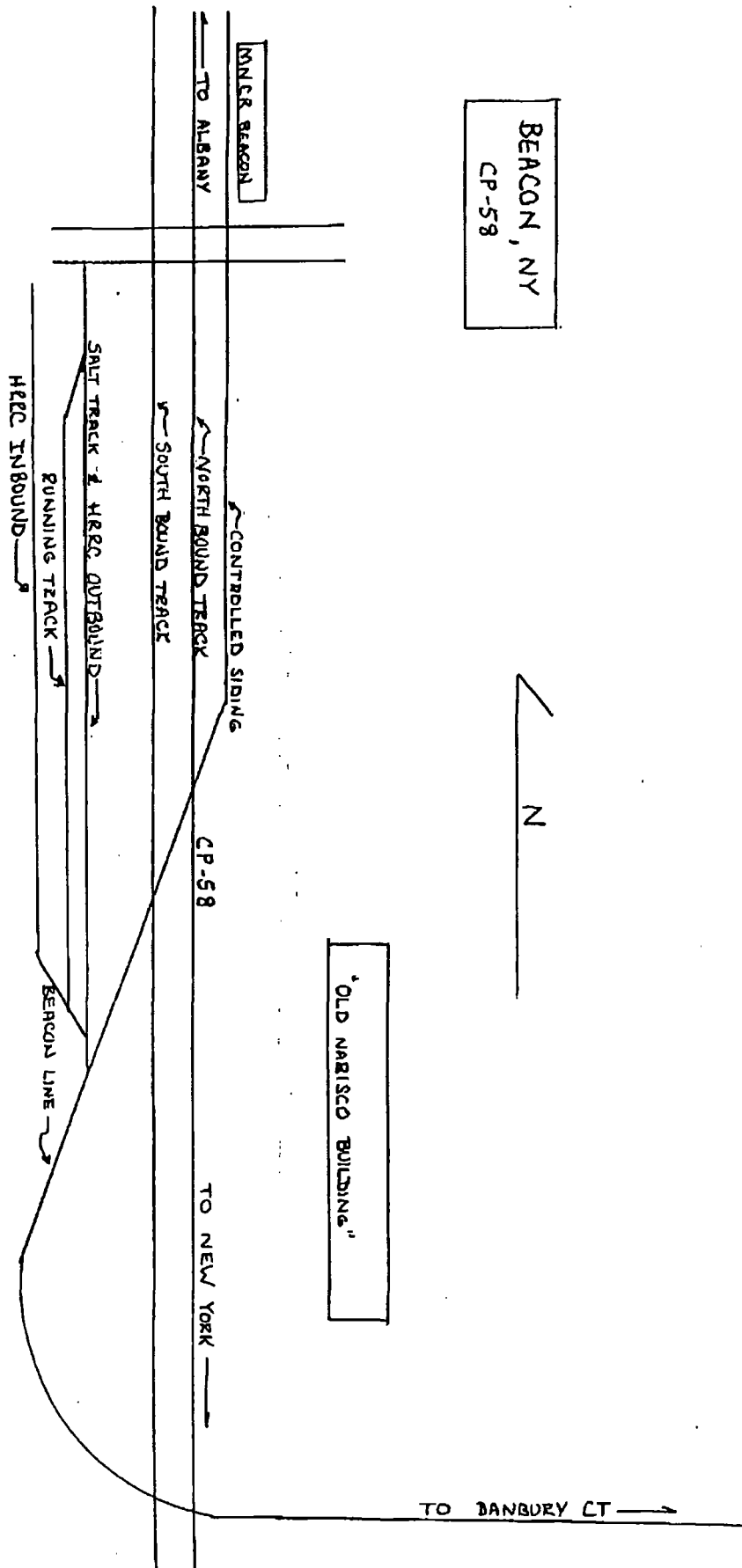
The Housatonic Railroad (HRRC) train will travel west from Connecticut on the Beacon Line with cars for outbound interchange with the Canadian Pacific Railway (CPR) on the Hudson Line. HRRC will enter the *Salt Track* with outbound cars. HRRC will leave the outbound cars on the *Salt Track* and proceed to the *Inbound Track* via the *Running Track*.

Once on the *Inbound Track*, the HRRC will retrieve the inbound cars and pull back onto the Beacon Line to clear the *Salt Track Turnout*. After restoring the switch to its normal position and performing an initial terminal brake test, the HRRC will return to Connecticut.

Canadian Pacific Railway Interchange Plan for Beacon, NY

The CPR will travel south from the Albany area to CP-58 with cars for outbound interchange with the HRRC. CPR will cut away from its train on the Hudson Line and enter the Beacon Line with only HRRC cars. CPR will then set off the cars on the *Inbound Track*. After restoring the switch to normal, CPR will then go back to its train on the Hudson Line and proceed south to New York City.

The CPR will travel north from New York City to CP-58 to pick up inbound interchange cars from HRRC. CPR will cut away from its train on the Hudson Line and enter the Beacon Line. From the Beacon Line, CPR will enter the *Salt Track Turnout* and use the *Running Track* to access the north end of the *Salt Track*. CPR will then shove the outbound HRRC cars onto the Beacon Line. After restoring the switch to normal, CPR will then travel back to its train on the Hudson Line. Once CPR has tied back onto its train, they will continue north to the Albany area.



HRRC and CPR INTERCHANGE AGREEMENT at BEACON, NEW YORK

THIS AGREEMENT dated the first day of April, 2001 is made between the Housatonic Railroad Company, Inc., 8 Davis Road West, P.O. Box 687, Old Lyme, Connecticut 06371 ("HRRC") and the Delaware and Hudson Railway Company, Inc., 200 Clifton Corporate Parkway, P.O. Box 8002, Clifton Park, New York 12065, d/b/a Canadian Pacific Railway, ("CPR"); sometimes individually referred to below as "the Party" and sometimes collectively referred to below as "the Parties."

RECITALS:

A Metro-North Railroad ("Track Owner") owns and operates a commuter line in the State of New York, hereinafter referred to as "Metro-North Trackage". HRRC under a separate operating agreement enjoys the right to operate its trains, locomotives, cars and cabooses over the Track Owner's Beacon Line. CPR under a separate operating agreement enjoys the right to operate its trains, locomotives, cars and cabooses over the Track Owner's Hudson Line between a connection with the CSXT at Poughkeepsie, NY near CP 75 to High Bridge, NY, Bronx County in the vicinity of CP 7.

B. Track Owner's Beacon Line connects with said Hudson Line in the vicinity of CP 58, which has been identified by the Parties as an interchange location between HRRC and CPR.

D. The Parties desire to enter into a written agreement which sets forth the terms and conditions by which interchange of certain freight railcars shall be accomplished between HRRC and CPR in the vicinity of CP 58 at Beacon, New York.

NOW, THEREFORE, in consideration of the premises, the mutual promises and the other good and valuable considerations set forth herein, it is agreed by the Parties as follows:

Section 1. Use of Track for Interchange Purposes

1.1 Under separate operating agreements between Metro-North Railroad, HRRC and CPR the Parties are granted the right to use a track of Metro-North Railroad in the vicinity of CP 58, as identified on Exhibit 1, dated January 19, 2001, attached hereto, incorporated herein and made part hereof this Agreement between points "A" to "B", "A" to "C" and "A" to "D" which provides the necessary track infrastructure to perform interchange operations between HRRC and CPR. Said trackage between points "A," "B," "C," "D" shall hereinafter be referred to individually or collectively as "Interchange Trackage."

1.2 Maintenance of Interchange Trackage shall be performed by the Track Owner and shall be governed by the existing agreements between HRRC and Metro-North Railroad in conjunction with the CPR and Metro-North Railroad agreement. Neither Party shall, by reason of Metro-North Railroad performing or failing or neglecting to perform any operation, maintenance, repair, renewal or management of the Interchange Trackage, have or make against the other Party any claim or demand for loss, damage, destruction, injury or death whatsoever resulting from Metro-North Railroad's performance, failure or neglect, except as otherwise provided in Section 3. In the event the use of the Interchange Trackage is interrupted or traffic delayed at any time for any cause, neither Party shall have any claim against the other Party for liability for loss or damage of any kind resulting from interruption or delay of interchange.

1.3 HRRC shall furnish or cause Track Owner to furnish the employees and all necessary supplies for the maintenance and operation of the Interchange Trackage

described in Section 1 of this Agreement. For purposes of this Agreement, track maintenance shall be performed by and at the sole expense of the Track Owner except as otherwise provided for in Section 3 of this Agreement.

Section 2. Interchange Rules; Interchange Time and Place

2.1 Unless otherwise modified herein, the rules of the Association of American Railroads governing interchange of cars between railroads shall govern the interchange of cars hereunder.

2.2 Cars shall be considered placed for interchange at the time the delivering carrier's train come to a stop upon the track(s) at Beacon, NY as designated from time to time by the local operating officers, the delivering carrier's crew has disembarked from the locomotive, the train being properly secured in accordance with governing rules and after receiving railroad has received the proper data for forwarding and to insure delivery as defined by the current Association of American Railroads Car Service Rules

2.3 Neither Party shall use the Interchange Trackage in such manner as to interfere unreasonably with the use thereof by the other Party. Each Party, in placing or leaving cars hereunder, shall place or leave such cars in such position as not to obstruct or interfere unreasonably with the operation or use of any other trackage.

2.4 The initial operating plan for the interchange of loaded and empty railcars at Beacon, NY between HRRRC and CPR is hereby illustrated on Exhibit 2, dated January 19, 2001, attached hereto and incorporated herein and made part hereof this Agreement. The Parties further agree that from time to time during the term of this Agreement, with the concurrence of the local operating officers of both Parties, the interchange procedures set forth in Exhibit 2 are subject to modification.

Section 3. Liability

Definition: Whenever the expression "Loss or Damage" is used in this Section, it means all costs, liabilities, judgments, fines, fees (including without limitation reasonable attorneys' fees and disbursements) and expenses of any nature arising from or in connection with death of or injury to persons, including without limitation employees of the Parties, or damage to or destruction of property including without limitation property of the Parties or the Interchange Trackage, in connection with operations of the Parties upon the Interchange Trackage.

Definition: For the purpose of this Agreement, "Equipment" shall be defined as trains, locomotives, cars, cabooses and Maintenance-of-Way on track equipment, and on track inspection vehicles including the equipment owned by others for which a Party to this Agreement is responsible.

Definition: "Operating" as used in this Section shall mean Equipment being switched, coupled, uncoupled or otherwise handled or moved under the presence, direction or control of the employees of one of a Party on, or adjacent to, the Interchange Trackage.

3.1 Both Parties shall undertake to comply with all applicable Federal and State laws or regulations, and all applicable rules, regulations or orders promulgated by any Municipality, Board or Commission. If any failure of either Party to comply with such laws, rules, regulations or orders in respect to the use of the Interchange Trackage results in any fine, penalty, cost or charge being assessed against the other Party, the Party which failed to comply agrees to reimburse promptly and indemnify the other Party for such amount.

3.2 The employees of either Party while Operating, maintaining or directing operations along the Interchange Trackage shall not be considered as joint employees but will remain the sole employees of the Operating, maintaining party or the Party directing

operations. In the event of any injury or death of either Party's employee on the Interchange Trackage regardless of the activity being performed, each respective Party will assume all Loss or Damage related thereto except as otherwise provided for in Section 3.3.a. of this Agreement.

3.3 Notwithstanding anything else contained in this Agreement, liability for Loss or Damage resulting from or in connection with the operation of Equipment of either Party, or in connection with the presence on the Interchange Tracks of Equipment or property of either Party, shall be borne and paid as follows:

a. When the same shall involve the Equipment of only one of the Parties, all Loss or Damage, including but not limited to, restoration and repair of the Interchange Trackage and third party persons or property will be borne by that Party.

b. When the same shall involve the Equipment of both Parties and both Parties are Operating, Loss or Damage shall be borne by each Party as to its own employees, property, or property in its custody (except for damage to the Interchange Trackage). As to third party persons or property and the Interchange Trackage, Loss or Damage shall be borne equally by the parties involved.

c. When the same shall involve the Equipment of both Parties but only one of the Parties is Operating, regardless of any third party involvement, all Loss or Damage, including but not limited to, the Equipment of both Parties, restoration and repair of the Interchange Trackage and third party persons or property will be borne by the Operating Party.

d. When the same shall involve the trains, locomotives, cars and cabooses of CPR and any railroad other than HRRC while CPR is Operating under this Agreement, CPR shall forever protect, defend, indemnify, and hold harmless HRRC and its officers, agents and employees from any and all Loss or Damage.

e. When the same shall involve the trains, locomotives, cars and cabooses of HRRC and any railroad other than CPR while HRRC is Operating under this Agreement, HCCR shall forever protect, defend, indemnify, and hold harmless CPR and its officers, agents and employees from any and all Loss or Damage.

3.4 Each Party agrees that it will pay for all loss, damage and expense, the risk of which it has herein assumed, the judgment of any court to the contrary notwithstanding, and will forever indemnify, defend and save harmless the other Party, its successors and assigns, from such judgment.

3.5 In the event that both Parties hereto shall be liable under this Agreement for any claim demand suit or cause of action, and the same shall be compromised and settled by voluntary payment of money or valuable consideration by one of the Parties, release from liability will be taken in the name of both Parties. Neither Party shall make any such compromise or settlement in excess of Twenty Five Thousand Dollars (\$25,000) without authority of the other Party having liability, but any settlement made by one Party in consideration of Twenty Five Thousand Dollars (\$25,000) or less shall be a settlement releasing all liability of both Parties and shall be binding upon the Party having liability.

3.6 In case a lawsuit or lawsuits shall be commenced against either Party hereto for or on account of any damage or injury for which the other Party would be solely or jointly liable under this Agreement, the Party thus sued shall give the other Party timely written notice of the pendency of such suit, and thereupon the Party so notified shall assume or join in the defense thereof, within 28 days of said notice and if the Party so notified is liable therefore under this Agreement, such Party shall save harmless the Party so sued from all loss, cost and expense so determined by this Agreement.

Neither Party shall be concluded by judgment against the other Party unless it shall have been so notified and shall have had reasonable opportunity to assume or join in the defense of the action. When so notified, and said opportunity to join in the defense of the action has been afforded, the Party so notified shall to the extent of its liability under this Agreement be concluded by such judgment.

3.7 If Equipment of either Party is wrecked or derailed on the Interchange Trackage, the party Operating shall pick up and remove said Equipment, and the entire cost of such services shall be borne by said Operating party, except that if Operating party does not have the necessary personnel or equipment, the agreement between the Track Owner and Operating party will prevail.

Section 4. Arbitration

Any dispute arising between the Parties with respect to this Agreement involving Five Hundred Thousand Dollars (\$500,000) or less shall be settled through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and conclusive upon the Parties. Each Party to the arbitration shall pay the compensation, costs, fees and expenses of its own witnesses, experts and counsel. The compensation, costs and expenses of the arbitrator, if any, shall be borne equally by the Parties. Notification of a Party's intent to invoke arbitration is to be made in writing as prescribed in Section 7 herein.

Section 5. Defaults

5.1 It is understood and agreed between the Parties that should Operating Party default in any of the payments to be made by it hereunder, or fail to faithfully perform any of the covenants herein set forth, and if such default or failure shall continue for a period of sixty (60) days after receiving Party shall have given to Operating Party

written notice thereof, receiving Party may thereupon declare this Agreement terminated and Operating Party shall have no claim or demand upon receiving Party at law or in equity on account of such termination.

5.2 The failure of either Party to enforce its remedies made available by any such default or failure by Operating Party shall not constitute a waiver of such default or failure and shall not be construed to extend to any future default or failure, whether of a similar nature or otherwise, nor to impair the Parties' right of termination resulting therefrom.

Section 6. Other Considerations

6.1 This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns, except neither Party shall transfer or assign this Agreement, or any of its rights, interests, or obligations hereunder to any successor who does not acquire all or substantially all of one of the Party's rail properties without obtaining the prior written consent from the other Party to this Agreement.

6.2 This Agreement shall take effect on the date executed by the final Party to sign and shall continue in force until terminated by either Party by serving at least sixty (60) days notice upon the other Party in writing of intention to terminate same or agreement(s) provided for in Recital "A" are terminated, except that if no operation occurs within one (1) year of the last dated signature of this Agreement, this Agreement shall be of no force and effect. Termination of this Agreement shall not release either Party from any liability or obligation which either Party may have incurred under this Agreement prior to the effective date of termination. The termination of this Agreement shall not affect in any way other agreements that may be in effect between CPR and HRRRC.

Section 7. NOTICES

All written notices shall be forwarded via certified mail to the appropriate party as follows:

If HRRC:

Housatonic Railroad Company, Inc.
Office of the Executive Vice-President & General Counsel
8 Davis Road West – P.O. Box 687
Old Lyme, CT 06371

If CPR:

Canadian Pacific Railway
Service Area Manager - NEUS
200 Clifton Corporate Park
P.O. Box 8002
Clifton Park, NY 12065

With a copy to:
Director Interline Business
Canadian Pacific Railway
Ste. 1710, 501 Marquette Avenue
P.O. Box 530
Minneapolis, MN 55440

THE PARTIES hereto have caused this Agreement to be duly executed on the dates indicated, and agree that the laws of the State of New York will apply in its interpretation.

**DELAWARE AND HUDSON RAILWAY
COMPANY, INC.
d/b/a Canadian Pacific Railway**

By _____

Its _____

Date _____

**HOUSATONIC RAILROAD COMPANY,
INC.**

By _____

Its _____

Date _____

EXHIBIT 2 – January 19, 2001

Deliveries:

HRRC to CPR –

- Traveling west from Connecticut on the Beacon Line.
- HRRC will enter Salt Track, identified as Points “A” to “D” on Exhibit 1, with cars for CPR.
- Placement of outbound railcars to CPR will be left on the Salt Track for CPR to pull.

CPR to HRRC –

- Traveling south from Albany on the Hudson Line, CPR will cut away from its train on the Hudson Line.
- CPR will then enter the Beacon Line with cars for HRRC only.
- CPR will set placement of railcars for the HRRC on the Inbound Track, identified as Points “A” to “B” on Exhibit 1.
- CPR will then realign switch to its normal position, proceed to the train left on the Hudson Line, reassemble train, perform required testing and continue south onto New York City..

Receipts:

HRRC from CPR –

- After placing delivery of cars on Salt Track, HRRC will proceed to the Inbound Track via the Running Track, identified as Points “A” to “C” on Exhibit 1.
- Once on the Inbound Track, HRRC will pull back interchange cars onto the Beacon Line far enough to clear the Salt Track turnout.
- HRRC will realign the Salt Track turnout to its normal position, perform required terminal air brake test and then return to Connecticut.

CPR from HRRC –

- CPR traveling north from New York City will stop at CP 58 to pick up inbound interchange cars from HRRC.
- CPR will cut train on the Hudson Line and proceed onto the Beacon Line.
- From Beacon Line, CPR will enter Salt Track turnout and using the Running Track to access the north end of the Salt Track.
- CPR will then shove the outbound HRRC cars onto the Beacon Line.
- After realigning switch, CPR will travel back to its train left on the Hudson Line.
- Once CPR has reassembled its cars and performed any applicable testing, they will continue north to Albany.

EXHIBIT F
PASSENGER STUDY

1. Putnam County – Southeast to Danbury Rail Link Study Materials
Summary of status as of February 23, 2022 transmitted separately.

2. Newspaper Article from Danbury News Times dated June 1, 2022 announcing
potential \$2 million federal grant for environmental study of Rail Link Service

Danbury's 'long shot' fast track to NYC now 'more of a reality' with hope of \$2M federal grant



Rob Ryser

Updated: June 1, 2022 5:25 p.m.

DANBURY — News that U.S. Rep. Jahana Hayes, D-Conn., has requested a \$2 million grant to take the city's idea for a fast track to Grand Central station to the next step energized City Hall, which considers the project a key component in the downtown's revitalization.

"Once considered a long shot, a direct passenger rail line to New York City via the MTA Harlem line is becoming more and more of a reality because of the tremendous support seen across our city," Danbury Mayor Dean Esposito said in a prepared statement on Wednesday.

Esposito is referring to a plan floated by former Danbury Mayor Mark Boughton to provide faster rail service from Danbury to New York City by reviving the old Maybrook line to Southeast, N.Y., where commuters could catch Metro-North's Harlem line.

The project was last in the headlines in December, when a \$1 million study found the idea was "feasible both from a physical and economic perspective," according to a consultant who led the study.

The study also found multiple areas where the railroad crosses wetlands and is near other water resources, and “noise-sensitive land uses” such as homes in the project’s path. Also a concern is how the project could affect the existing Maybrook trail in New York, which Danbury hopes to connect to.

To address those concerns, the next step is an environmental impact study that would be funded with federal money requested by Hayes. The study would be led by Danbury with input and participation from officials over the border in nearby New York.

“This project would be a valuable use of taxpayer funds because it will revitalize a currently abandoned interstate railway line known as the Beacon Line by restoring commuter services to satisfy an ever-expanding need,” Hayes said of the plan. “The restoration of passenger rail service would extend the existing public transportation network and provide benefits to all communities along the corridor.”

“It is possible the restoration of service will reduce private vehicle volumes on Interstate 84, Interstate 684, and local roadways along the interstate roadway corridors,” Hayes said, adding that the plan called for the addition of two train stops in Danbury. “Lower vehicle counts could result in less vehicular congestion and emissions and would have a lasting impact on the community.”

For Danbury's fast track idea, which could cut as much as 20 minutes off the current two-hour train ride to New York City, the environmental impact study is the next step before the design phase.

"I want to thank Congresswoman Jahana Hayes for her selection," Esposito said. "This important next step will pave the way to improve rail transportation for the residents of Danbury."

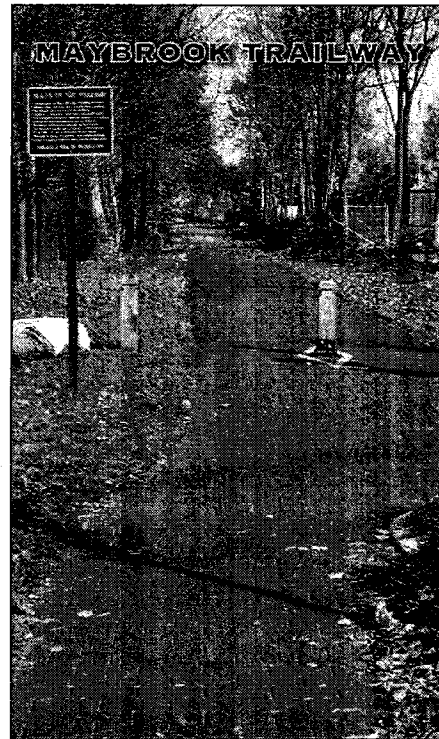
Hayes' request is one of 15 funding proposals in greater Danbury and Connecticut's 5th Congressional District that go to the House Appropriations Committee, chaired by a fellow member of Connecticut's all-Democratic congressional delegation, U.S. Rep. Rosa DeLauro.

EXHIBIT G

TRAIL DESCRIPTION MATERIALS



Putnam County Planning Department
841 Fair Street
Carmel, NY 10512



PUTNAM COUNTY Department of Planning

Andrew M. Cuomo
Governor

Joan McDonald
NYSDOT Commissioner

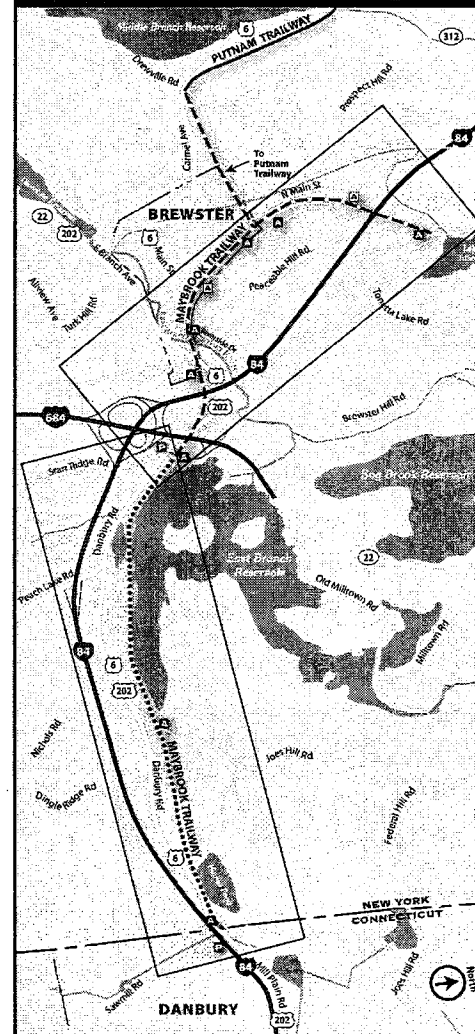
MaryEllen Odell
County Executive



STNY Rideshare

Effective January 1, 2013

Area Locator Map



The Maybrook Trailway spans 5.5 miles in Putnam County, from Lake Tonetta to Danbury, CT.

Background

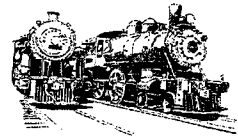
This railroad line (belonging to the New Haven Railroad) was built in 1882, and extended from Danbury (and points east) through Brewster and Patterson. The line continued into Dutchess County, through Hopewell Junction northwest to Poughkeepsie, across the historic Poughkeepsie Bridge to Maybrook in Orange County. A branch line also ran from Hopewell Junction southeast to Beacon and another from Hopewell Junction northeast to Millerton.



Passenger service existed along this line until 1927, but ridership was very low. This line was double tracked in 1906, and the secondary track was removed in 1962. This freight line prospered well until the Poughkeepsie Bridge burned in 1974.

Today, the line is owned by Metro-North Railroad and extends from Danbury to Beacon, connecting all three of the MNR lines. Of historic note, the Maybrook connected to the Putnam Division in Brewster (Putnam Junction) via a huge trestle over the Harlem line. The trestle was 116' long and 18' high, and existed from 1882 to 1907 when it burned.

The Maybrook was later connected to the Harlem also at-grade just east of Putnam Avenue, and west of North Main Street. In 1976, Conrail installed a better connection between the Maybrook and the Harlem at Dykemans, just south of Ice Pond.

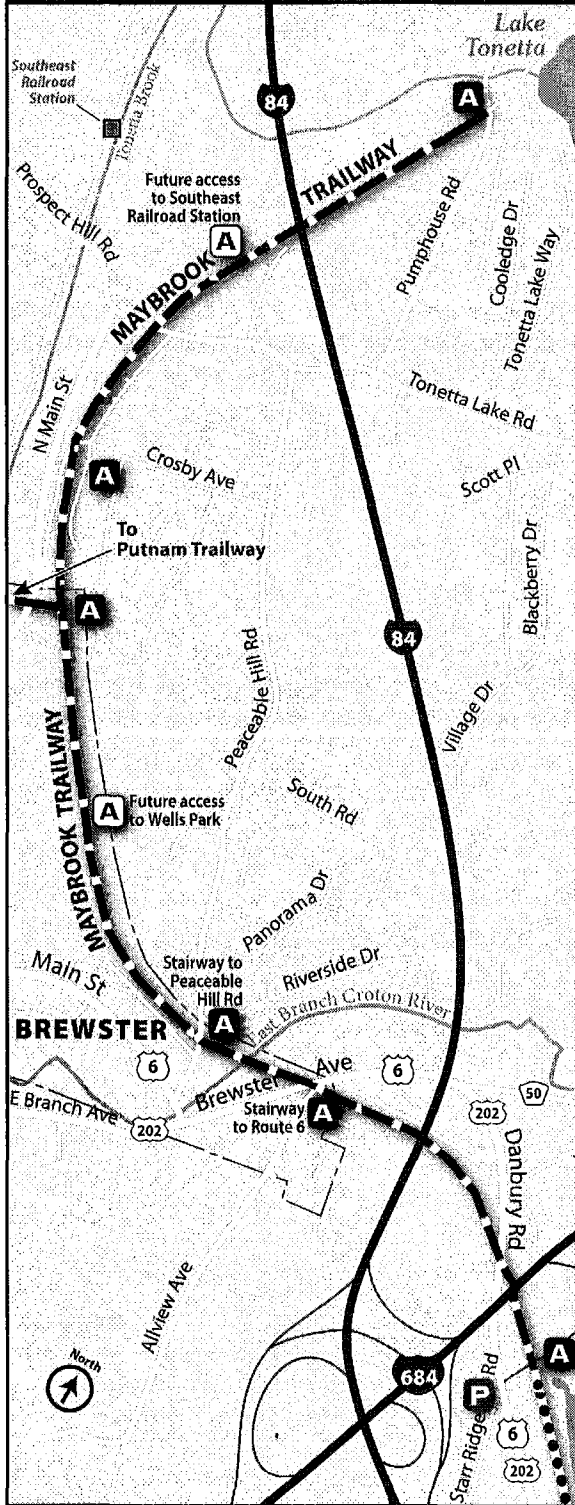


For more information about the trailway system, call the Putnam County Department of Planning at (845) 878-3480 or write Putnam County Planning Department, 841 Fair Street, Carmel, NY 10512 or visit our web site at: www.putnamcountyny.com

(Drawings courtesy of Westchester County Department of Planning)

MAYBROOK TRAILWAY

Lake Tonnetta to East Branch Reservoir

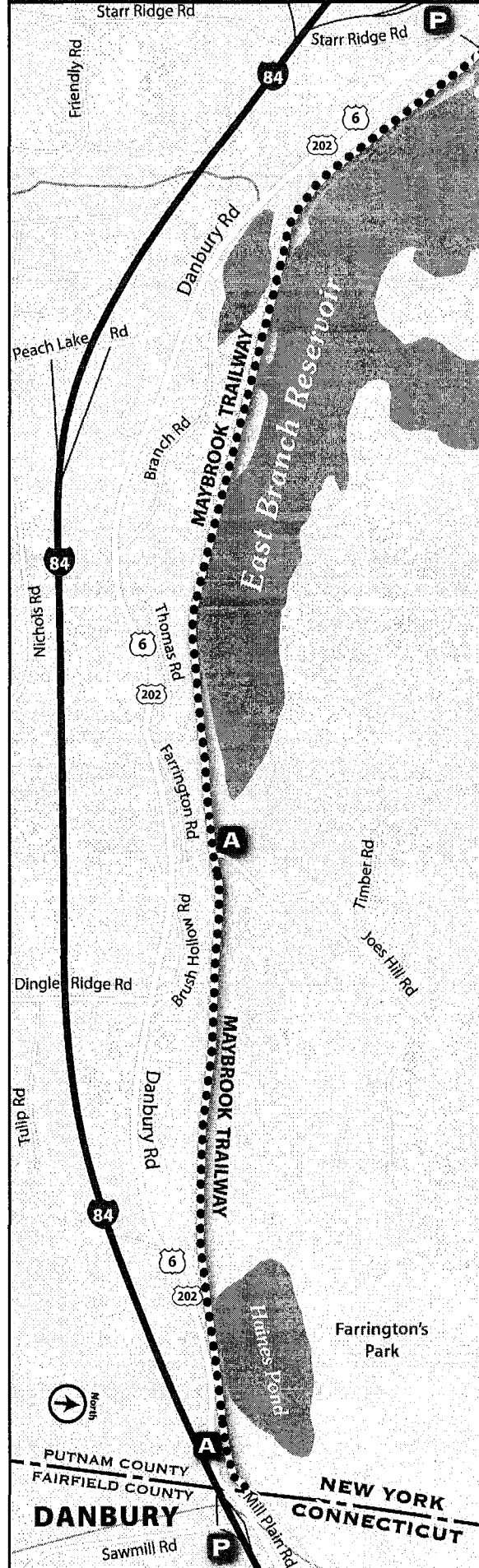


LEGEND

- Maybrook Trailway (under construction)
- Maybrook Trailway (under design)
- A** Maybrook Trailway access
- A** Maybrook Trailway future access
- P** Maybrook Trailway parking
- Interstate highway
- U.S. highway/State highway
- Local road
- State border
- Town border

MAYBROOK TRAILWAY

East Branch Reservoir to Danbury, CT



POTNAM COUNTY
FAIRFIELD COUNTY
DANBURY
Sawmill Rd
NEW YORK
CONNECTICUT

Note: As of December 2021, the trail is fully complete except for a bridge on its southern end in Brewster; stairways on either side of the bridge are available for the detour. Construction on the bridge is expected to begin in April 2022 and completed by that fall.

The Maybrook Trailway is a paved multiuse trail stretching across Putnam and Dutchess counties in New York state. The trail, which is owned and was built by Metro North Rail, occupies the former secondary track of the Beacon Line. It was once a two-track freight line, but one track was removed in 1962; which is where the bike path is situated. The trail parallels the other set of Metro North-owned disused Beacon Line tracks as it travels over 23 miles from Brewster through Southeast, Patterson, Pawling, Beekman and East Fishkill to the hamlet of Hopewell Junction. A previously existing segment of approximately five miles heads east from Brewster towards Danbury, Connecticut via the East Branch Reservoir.

The trail is paved and generally flat, making accessible to a wide range of users, including walkers, cyclists, skaters, cross-country skiers and snowshoers. The trail delivers on attractive scenery and storied railroad history of the Hudson Valley, running through woodlands, along picturesque lakes and across iron truss bridges. In Hopewell Junction, the trail ends at the Hopewell Depot, standing since 1873, which now houses a museum and historical photo gallery.

The 24 miles between the Connecticut border and Hopewell Junction opened in 2021, and is one of several trails that make up the Empire State Trail across New York State, 750 miles of walking and bikeways running from New York City to the Canadian border, as well as from Albany to Buffalo. The trail all but completes the connection to the [Putnam Trailway](https://www.traillink.com/trail/putnam-trailway/) (<https://www.traillink.com/trail/putnam-trailway/>), which in turn connects to the [North County Trailway](https://www.traillink.com/trail/north-county-trailway/) (<https://www.traillink.com/trail/north-county-trailway/>) on its way down to NYC. At Hopewell Junction, it provides a seamless link to the William R. Steinhaus [Dutchess Rail Trail](https://www.traillink.com/trail/william-r-steinhaus-dutchess-rail-trail/) (<https://www.traillink.com/trail/william-r-steinhaus-dutchess-rail-trail/>), and onward to the [Walkway over the Hudson State Park](https://www.traillink.com/trail/walkway-over-the-hudson/) (<https://www.traillink.com/trail/walkway-over-the-hudson/>) and the [Hudson Valley Rail Trail](https://www.traillink.com/trail/hudson-valley-rail-trail/) (<https://www.traillink.com/trail/hudson-valley-rail-trail/>) in Ulster County.

In Pawling, just north of Whaley Lake, the trailway intersects with the Appalachian Trail.

Parking and Trail Access

Southeast Town Park on Tonetta Lake acts as the trailhead on the Brewster end. Using I-84 take exit 21 towards Rt 202. Make a right on Main St/Rt 6 followed by a right onto Peaceable Hill Rd. Turn right on Tonetta Lake Rd and make the first left onto Pumphouse Rd.

In Holmes, the trailhead can be found near the intersection of State Route 292 and Holmes Road. Parking is at the Community Center at 239 SR-292, Holmes, NY 12531, 700 feet north of the intersection. Please do not park at the apartment building at the corner of SR-292 and Holmes.

And in Hopewell Junction, parking is available at the Hopewell Depot (36 Railroad Ave, Hopewell Junction).

Have anything to add about this trail?

[Suggest an Edit \(/submit/submittraildescription/?AcctID=8133181\)](#)

Related Content:

[Empire State Trail](https://empiretrail.ny.gov/) (<https://empiretrail.ny.gov/>)

[Maybrook Trailway](http://www.putnamcountyny.com/wordpress/wp-content/uploads/2012/06/Maybrook-Trailway-Brochure.pdf) (<http://www.putnamcountyny.com/wordpress/wp-content/uploads/2012/06/Maybrook-Trailway-Brochure.pdf>)

[Dutchess County](https://gis.dutchessny.gov/parks-and-trails/map.html?park=PRK_209#PRK_209) (https://gis.dutchessny.gov/parks-and-trails/map.html?park=PRK_209#PRK_209)

Maybrook Trailway Reviews



Both ways from Lake Tonetta
[SPanny](/profiles/SPanny/) (/profiles/SPanny/) June 2022

★★★★★

The Maybrook has quickly become one of our favorite rail trails. Basically brand new, uncrowded, lots of interesting sights along



Great trail with beautiful views. In some section you're secluded (so be mindful) if alone. Trail is clean and flat best trail so far of 2022.

[carlosccalhoun](/profiles/carlosccalhoun/) (/profiles/carlosccalhoun/) May 2022

★★★★★

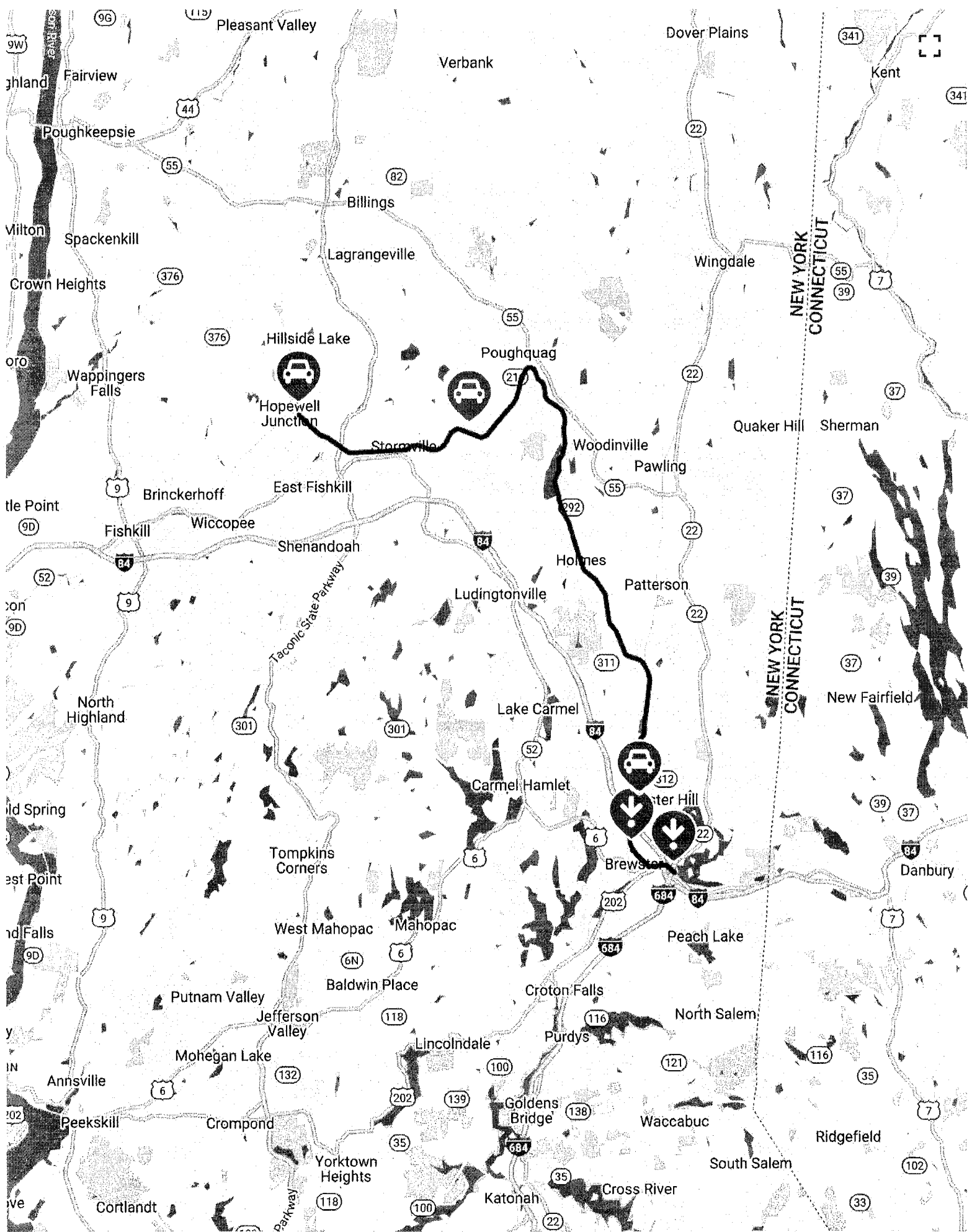


EXHIBIT H

COMMENTS FROM TRAIL GROUPS AND GOVERNMENT AGENCIES



Board of Directors

Jeffrey Bender, Chair
David E. Bronston, Vice Chair
Angela Julien, Vice Chair
Nadine Lemmon, Secretary
Stephen Pagano, Treasurer

Robert Basch
Ed Bergstraesser
B. Deborah Cohen
Erin Crotty
Veronica Fitzgerald
Alpa Inamdar
JP Laqueur
Charlie Lester
Elizabeth Martyn
Richard H. Remmer
Alexander T. Rogers
A. Joseph Scott
Susan C. Stashower
Gregory Stevens
Michael Tannen
Steven Tomb

Advisory Council

Edward A. Ames
Kent L. Barwick
Anne Perkins Cabot
Joan K. Davidson
Douglas Durst
John Hanna, Jr.
Barnabas McHenry
Lynden B. Miller
Frederick Osborn III
Larry Rockefeller
Anne Sidamon-Eristoff
Diana L. Taylor

Robin Dropkin
Executive Director

33 Elk Street
Albany, NY 12207
518.434.1583
www.ptny.org
ptny@ptny.org

July 19, 2021

Ms. Cynthia Brown
Secretary, Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, DC 20423-0001

*Re: Metro-North Commuter Railroad Company—Application for Adverse
Discontinuance of Trackage Rights—Housatonic Railroad Company, STB Docket
No. AB 1311*

Dear Ms. Brown,

On behalf of Parks & Trails New York (PTNY), I write to express my strong support for the Metro-North Commuter Railroad's application to discontinue trackage rights on the Beacon Line from the City of Beacon east to the Connecticut border. PTNY's support for this application is premised on a concurrent action to "rail bank" the Beacon Line corridor, allowing development and operation of a multi-use trail, while preserving the corridor for rail use in the event warranted in the future.

The majority of this rail corridor, from Hopewell Junction in Dutchess County to Brewster in Putnam County, hosts a rail-trail that is a vital link in New York State's 750-mile Empire State Trail. The remaining section from Beacon to Hopewell Junction presents a unique opportunity to create an additional rail-trail segment that would provide transportation options for thousands of residents in the Hudson Valley with a direct connection to Beacon, where trail users would have the ability to connect with Metro-North's existing commuter rail network.

For more than 30 years, PTNY has helped to expand, protect and promote a network of parks, trails, and open spaces throughout our state for use and enjoyment by all. Connecting destinations through a network of safe, enjoyable, and accessible trails and greenways has been a major focus of our work throughout this time. PTNY was intimately involved in the New York State Office of Parks, Recreation and Historic Preservation's Statewide Greenway Trails Plan, released earlier this year in accordance with New York State law. The Greenway Trails Plan envisions a network of shared use paths that provide all New Yorkers and visitors opportunities for healthy and active recreation, routes for alternative transportation, and the ability to connect to and enrich our communities and natural landscapes in urban, suburban, and rural settings. This state plan identifies the Beacon Line corridor as an important potential trail, providing a connection from the City of Beacon to the Empire State Trail.

302748

ENTERED
Office of Proceedings
July 19, 2021
Part of
Public Record

Discontinuance and abandonment of the corridor will not harm the public, as the Beacon Line has not hosted any rail traffic for many years. Construction and operation of a multi-use trail along the corridor is the most beneficial public use of the Beacon Line – providing transportation options for nearby residents, as well as outdoor recreation, tourism, and economic development benefits to local communities along the corridor and to New York State residents and visitors.

Parks & Trails New York strongly supports Metro-North's Application for Adverse Discontinuance of Trackage Rights, coupled with "rail bank" designation of the Beacon Line.

Sincerely,

A handwritten signature in black ink, appearing to read "Robin Dropkin". The signature is fluid and cursive, with the first name "Robin" being more prominent than the last name "Dropkin".

Robin Dropkin
Executive Director

cc: All parties of record



Hudson River Valley Greenway



Ms. Cynthia Brown
Secretary, Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, DC 20423-0001

Re: Metro-North Commuter Railroad Company—Application for Adverse Discontinuance of Trackage Rights—Housatonic Railroad Company, STB Docket No. AB 1311.

Dear Ms. Brown,

The Hudson River Valley Greenway is a New York State agency charged with creating the Hudson River Valley Greenway Trail, and facilitating creation of the Empire State Trail, a 750-mile bicycling and hiking route across New York State (see www.empiretrail.ny.gov).

We write to support Metro-North's application to discontinue trackage rights (e.g. abandon) the Beacon Line from the City of Beacon east to the Connecticut border. The majority of this rail corridor, from Hopewell Junction in Dutchess County to Brewster in Putnam County, hosts a recreational rail-trail that is a vital link in the Empire State Trail. The remaining section from Beacon to Hopewell Junction presents a unique opportunity to create an additional rail-trail segment.

The Greenway's support for discontinuing trackage rights is premised on a concurrent action to "rail bank" the Beacon Line corridor, allowing development and operation of public recreational trails, while preserving the corridor for transportation use in the event warranted in the future.

Discontinuance and abandonment of the corridor will not harm the public, as the Beacon Line has not has not hosted any rail traffic for many years. Construction and operation of recreational trails is the most beneficial public use of the Beacon Line corridor – providing outdoor recreation, tourism, and economic development benefits to local communities along the corridor and New York State residents and visitors.

In summary, the Hudson River Valley Greenway and the Empire State Trail program strongly support Metro-North's Application for Adverse Discontinuance of Trackage Rights, coupled with "rail bank" designation of the Beacon Line.

Sincerely,

Scott Keller
Executive Director
Hudson River Valley Greenway

Andy Beers
Director
Empire State Trail

CC: All Parties of Record



COUNTY OF DUTCHESS

Marcus J. Molinaro
County Executive

302769

ENTERED
Office of Proceedings
July 23, 2021
Part of
Public Record

July 19, 2021

Ms. Cynthia Brown
Secretary, Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, DC 20423-0001

RE: Metro-North Commuter Railroad Company—Application for Adverse Discontinuance of
Trackage Rights—Housatonic Railroad Company- STB Docket No. AB 1311.

Dear Ms. Cynthia Brown,

I fully support Metro-North Commuter Railroad Company's application for Adverse Discontinuance of Trackage Rights. The "Beacon Line" is an inactive railroad line which runs between the City of Beacon and Hopewell Junction.

The Beacon Line has seen no rail traffic- passenger or freight- in many years, and the proposed discontinuance of Housatonic Railroad Company's Trackage Rights would allow this underutilized transportation corridor to be redeveloped and repurposed into a non-motorized multi-use path or "rail trail." The Beacon Line has no foreseeable use for freight rail, and the abandonment of this trackage will have only a positive impact on our community.

The discontinuance and subsequent railbanking process will allow the County of Dutchess in cooperation with the City of Beacon and Metro-North to develop the Beacon Line into a rail trail connecting our community to the Empire State Trail until such time that the rail is needed at some point in the future. This trail connection will provide local economic benefits and improve the quality of life for our residents.

Thank you for your consideration to help support Metro-North Commuter Railroad Company's application for Adverse Discontinuance of Trackage Rights. Please do not hesitate to contact me with further questions.

Sincerely,

Marcus J. Molinaro
Dutchess County Executive

CC: Parties of Record



302758

ENTERED
Office of Proceedings
July 21, 2021
Part of
Public Record

SCENIC HUDSON, INC.
One Civic Center Plaza,
Suite 200
Poughkeepsie, NY 12601-3157
Tel: 845 473 4440
Fax: 845 473 2648
ScenicHudson.org

July 20, 2021

Ms. Cynthia Brown
Secretary, Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, DC 20423-0001

RE: *Metro-North Commuter Railroad Company—Application for Adverse Discontinuance of Trackage Rights—Housatonic Railroad Company, STB Docket No. AB 1311.*

Dear Cynthia Brown:

Scenic Hudson is writing to express its strongest support for Metro North Commuter Railroad Company's (Metro North) Application for Adverse Discontinuance of Trackage Rights for the "Beacon Line," an inactive railroad line which runs from the City of Beacon eastward through Dutchess County.

Scenic Hudson has created several parks in Beacon, including Madam Brett Park, which is on the Beacon Line where it crosses over South Avenue. We believe that the discontinuance and subsequent railbanking process will allow Dutchess County, in cooperation with the City of Beacon and Metro-North, to develop the Beacon Line as a "rail trail" until such time that the rail line is needed. Once constructed, the rail trail will for the first time allow safe off-road bicycle/pedestrian access to Madam Brett Park from the Beacon waterfront where we own and operate Long Dock Park. This connection will better link the Main Street business district and adjacent neighborhoods with the waterfront – with its parks, train station, and cultural attractions.

This new trail would also close a remaining gap in a regional trail network. The eastern portion of this same rail line recently became host to the Empire State Trail. An expansion of that trail along the rail line to Beacon's waterfront will link the Empire State Trail to the waterfront communities and the north-south Hudson River Valley Greenway trail along the river, including the Hudson Highlands Fjord Trail, which will run from Beacon to Cold Spring along the Hudson River. Upon completion, these trails will create an unprecedented network of active transportation opportunities for residents, commuters and visitors to the region.

No passenger or freight rail transport has occurred on the Beacon Line for decades and there appears to be no prospect for rail transport into the future. Scenic Hudson believes that the Housatonic Railroad Company's Trackage Rights should be discontinued in order to allow this underutilized transportation corridor to be redeveloped and repurposed into a non-motorized multi-use path, a.k.a. rail trail.

Scenic Hudson is currently working with Dutchess County to redevelop the former CSX urban freight line in Poughkeepsie into a multi-use, non-motorized rail trail. We understand the value that converting underutilized railroad corridors into rail trails provides communities, and we are encouraged by Dutchess County's capacity to undertake such projects.



SCENIC HUDSON, INC.
One Civic Center Plaza,
Suite 200
Poughkeepsie, NY 12601-3157
Tel: 845 473 4440
Fax: 845 473 2648
ScenicHudson.org

In conclusion, Scenic Hudson supports Metro North's application for Adverse Discontinuance of Trackage Rights for the Beacon Line. The discontinuance of Housatonic's Trackage Rights over the line will not result in harm to the public, nor will it negatively impact the public convenience and necessity. In fact, railbanking the Beacon Line will provide tremendous public benefit as it will allow for trail use while preserving the line in the event there is a future opportunity for rail service. Further, if in the future a bona fide opportunity arises for rail traffic, the proponent would be free to seek authority from the Surface Transportation Board to reactivate the line.

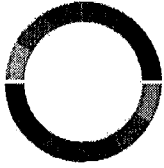
Thank you.

Sincerely,

A handwritten signature in black ink that reads "Jeffrey Anzevino". The signature is written in a cursive, flowing style.

Jeffrey Anzevino
Director of Land Use Advocacy

CC: All Parties of Record



**OPEN SPACE
INSTITUTE**

302762

ENTERED
Office of Proceedings
July 22, 2021
Part of
Public Record

July 22, 2021

Ms. Cynthia Brown
Secretary, Office of Proceedings
Surface Transportation Board 395 E
Street, SW
Washington, DC 20423-0001

RE: *Metro-North Commuter Railroad Company—Application for Adverse Discontinuance of
Trackage Rights—Housatonic Railroad Company*
STB Docket No. AB 1311.

Dear Ms. Brown:

The Open Space Institute (OSI), a registered 501c3 based in New York City, is submitting this support letter for the Application for Adverse Discontinuance of Trackage Rights submitted by Metro-North Commuter Railroad Company ("Metro-North") for trackage known as the "Beacon Line," an inactive railroad line which runs through center of our community.

OSI has been promoting and building rail trails for a number of years. The proposed discontinuance of Housatonic Railroad Company's Trackage Rights on the Beacon Line would allow this underutilized transportation corridor to be redeveloped and repurposed into a non-motorized multi-use path or "rail trail." The abandonment of the tracks will have a positive impact on Beacon and surrounding communities.

The discontinuance and subsequent railbanking process will allow the County of Dutchess in cooperation with the City of Beacon and Metro-North to develop the Beacon Line into a rail trail connecting our community to the Empire State Trail until such time that the rail is needed at some point in the future. This trail connection will provide local economic benefits and improve the quality of life for our residents.

OSI strongly supports Metro-North's proposed discontinuance of trackage rights and abandonment, and we appreciate your consideration of these comments.

Sincerely,

Kathy Moser
Chief Conservation Officer

cc: all parties of record



CITY OF BEACON New York

Christopher White
City Administrator

OFFICE OF CITY ADMINISTRATOR

845-838-5000

July 13, 2021

302717

Ms. Cynthia Brown
Secretary, Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, DC 20423-0001

ENTERED
Office of Proceedings
July 13, 2021
Part of
Public Record

RE: *Metro-North Commuter Railroad Company—Application for Adverse Discontinuance of Trackage Rights—Housatonic Railroad Company-* STB Docket No. AB 1311.

Dear Ms. Brown:

The City of Beacon, New York is submitting for your consideration this letter of support for the Application for Adverse Discontinuance of Trackage Rights submitted by Metro-North Commuter Railroad Company ("Metro-North") for trackage known as the "Beacon Line," an inactive railroad line which runs through center of our community.

The Beacon Line has seen no rail traffic- passenger or freight- in many years, and the proposed discontinuance of Housatonic Railroad Company's Trackage Rights would allow this underutilized transportation corridor to be redeveloped and repurposed into a non-motorized multi-use path or "rail trail." The Beacon Line has no foreseeable use for freight rail, and the abandonment of this trackage will have only a positive impact on our community.

The discontinuance and subsequent railbanking process will allow the County of Dutchess in cooperation with the City of Beacon and Metro-North to develop the Beacon Line into a rail trail connecting our community to the Empire State Trail until such time that the rail is needed at some point in the future. This trail connection will provide local economic benefits and improve the quality of life for our residents.

The City strongly supports Metro-North's proposed discontinuance of trackage rights and abandonment, and we appreciate your consideration of these comments.

Sincerely,

Christopher White
City Administrator

CC: Parties of Record

EXHIBIT I

LETTER FROM PRESIDENT RINALDI



February 18, 2020

VIA OVERNIGHT DELIVERY

Housatonic Railroad Company
8 Davis Road West
P.O. Box 687
Old Lyme, Connecticut 06371-1448
ATT: Edward J. Rodriguez, Vice President and General Counsel

Re: Notice of Abandonment: Beacon Line

Dear Mr. Rodriguez:

This letter serves as the required one hundred twenty (120) days' notice that Metro-North Commuter Railroad Company ("Metro-North") intends to abandon the "Beacon Line" in New York State from the "Division Post" at the Connecticut State Line to "River" at the Hudson Line in Beacon, New York (the "Subject Trackage"). This Notice is provided pursuant to the Trackage Rights Agreement ("TRA"), dated January 19, 1995, between Maybrook Railroad Company, Housatonic's predecessor-in-interest, and Metro-North. A copy of the TRA is attached for your ready reference.

Section 20(a) of the TRA provides that "notwithstanding any other provision of this Agreement, owner [Metro-North] may abandon the Subject Trackage or any portion thereof, during the term of this Agreement upon giving User [Housatonic] not less than one hundred twenty (120) days' notice of Owner's intent to abandon." TRA at 33. The TRA further provides that "in the event regulatory authority is required to effect abandonment, User will not interfere with Owner's actions to seek and to exercise such authority," and "... agrees that it will not oppose nor will it cause any other person or entity to oppose any petition by owner to the Interstate Commerce Commission [now Surface Transportation Board] to abandon rail service on the Subject Trackage or any portion thereof, or any other action by Owner to abandon or discontinue rail service on said Subject Trackage or any portion thereof." Id.

Accordingly, upon the expiration of 120 days from your receipt of this notice, Metro-North will petition the Surface Transportation Board ("STB") for authority to abandon the Subject Trackage. Section 20(b) of the TRA contemplates that the User (Housatonic) will either seek discontinuance of its own operation over the Subject Trackage or acquire the Subject Trackage. Specifically, Section 20(b) of the TRA provides:

In the event regulatory authority is required for User to discontinue its own operations over the Subject Trackage, User will seek such

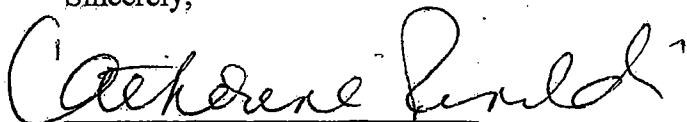
regulatory authority at the same time that Owner seeks regulatory authority to abandon the Subject Trackage, unless User or another carrier acquires the Subject Trackage from Owner or subsidizes operations pursuant to 49 U.S.C. Section 10905. Otherwise Owner and User will exercise the abandonment and discontinuance authority within thirty (30) days from the date Owner and User obtain the aforementioned regulatory authority.

TRA at 33-34.

Therefore, the Housatonic is now required to either seek discontinuance of its operations at the same time as Metro-North seeks authority to abandon the Subject Trackage, or the Housatonic is required to acquire the Subject Trackage from Metro-North unless another carrier acquires the Subject Trackage from Metro-North. Please let Metro-North know whether the Housatonic will seek discontinuance or wants to acquire the Subject Trackage.

Thank you for your anticipated cooperation.

Sincerely,

A handwritten signature in cursive script, appearing to read "Catherine Rinaldi", written in dark ink.

Catherine Rinaldi, President

Attachment: Trackage Rights Agreement

Putnam County Southeast to Danbury Rail Link Feasibility Study

*Study Advisory Group
Meeting #5*

February 23, 2022



Agenda

Southeast to Danbury Rail Link

- Introductions
- Recap
- What We've developed
- Next Steps.



Introductions

Vincent Tamagna, Project Manager,
Putnam County

Sandra Fusco, Putnam County

Antonio Iadarola, City of Danbury

Dan Petrovich, City of Danbury

Jordan Smith, Metro-North Railroad

Jay Juh, Metro-North Railroad

Edward Rodriguez, Housatonic
Railroad

Eric Bergeron, Connecticut
Department of Transportation

Jon Foster, Connecticut Department
of Transportation

Lance Macmillan, New York State
Department of Transportation

Sandra Jobson, New York State
Department of Transportation

Mike Sheehan, Metro-North Railroad

WSP consultant team

Drew Galloway, Project Manager

James Anderson, Deputy PM

Martin Hull, Planning Lead

Nicole Weymouth, Environmental
Lead

Chris Papazoglou, Engineering Lead

Nina Peek & Steven Gates (AKRF),
Public Engagement Leads



Recap

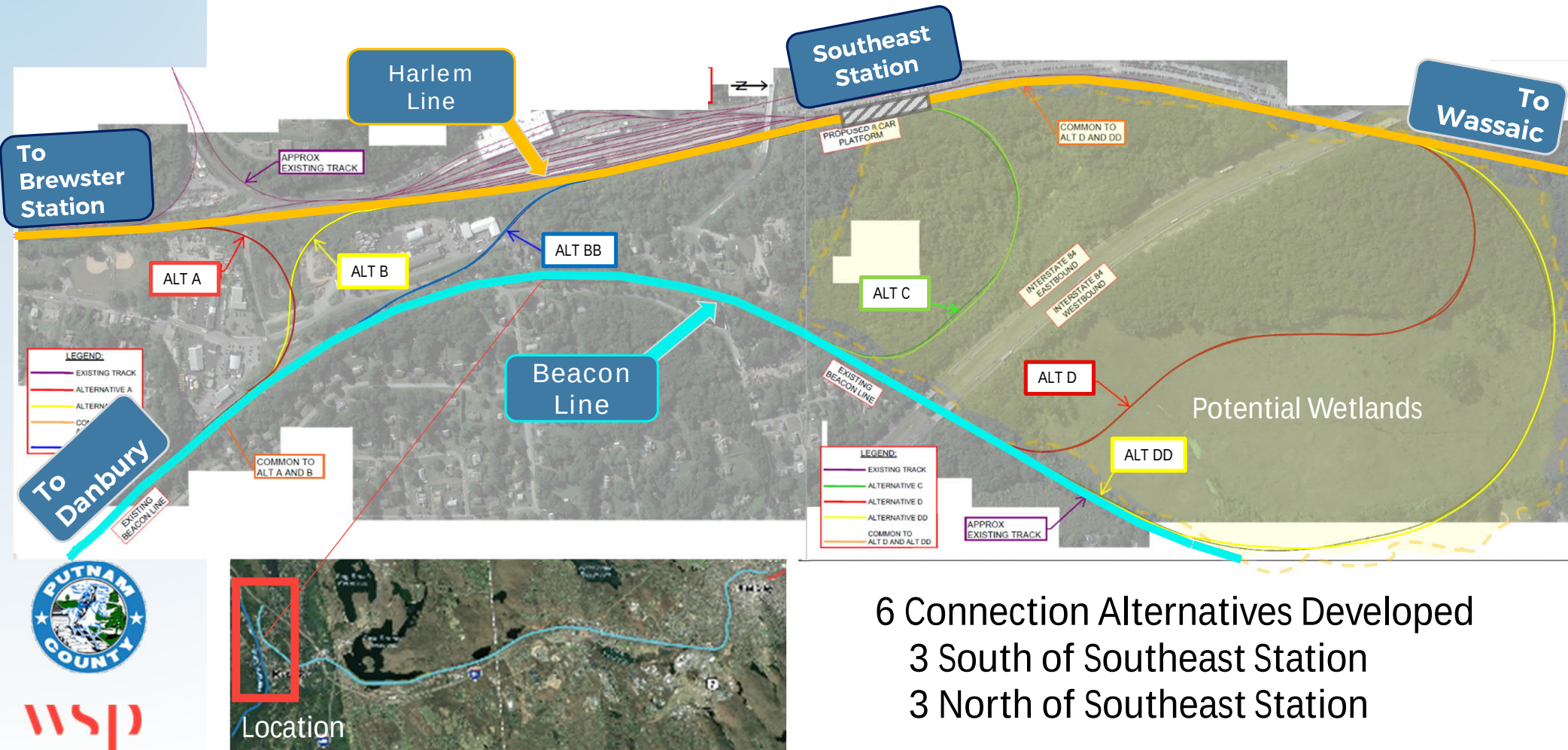
Infrastructure Alternatives Development Recap

- Series of 10 different main track and station connections were developed for linking the Metro-North lines
- All connections have varying environmental, community and property impacts associated with them
- All alternatives influenced by substantial track curvature on the Beacon Line and connections at each end.



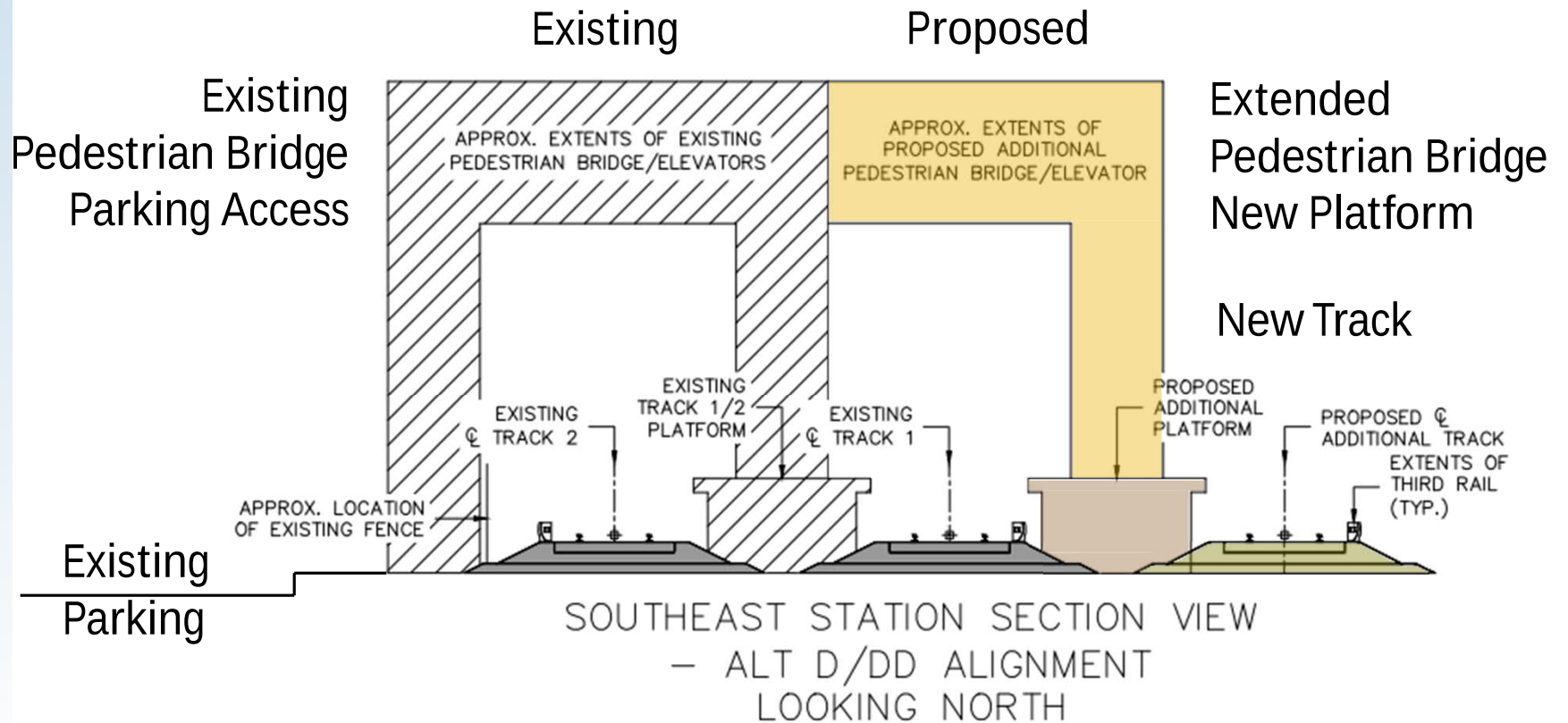
Recap

Summary of Harlem Line / Southeast Connection Alternatives



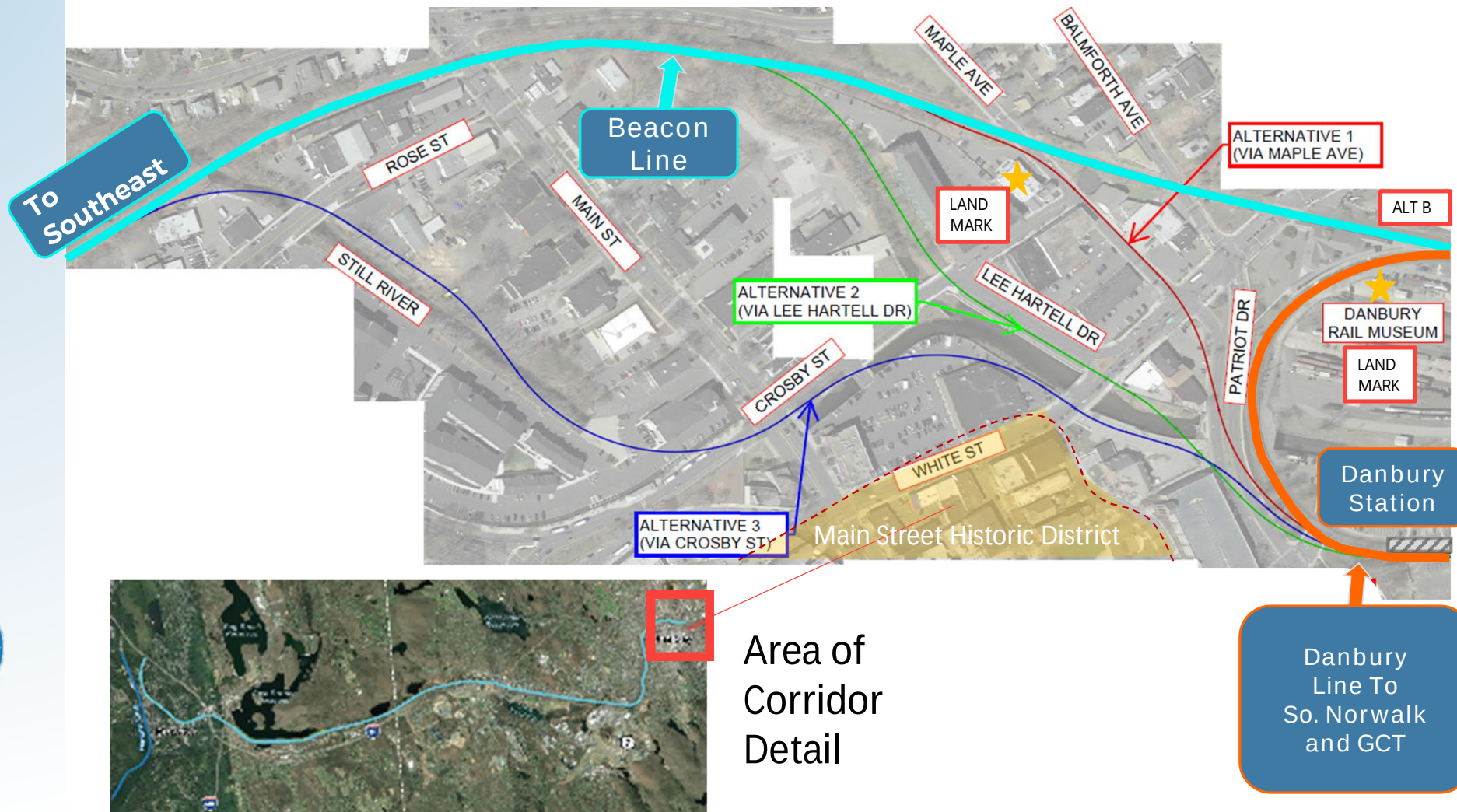
6 Connection Alternatives Developed
3 South of Southeast Station
3 North of Southeast Station

Southeast Station Concept



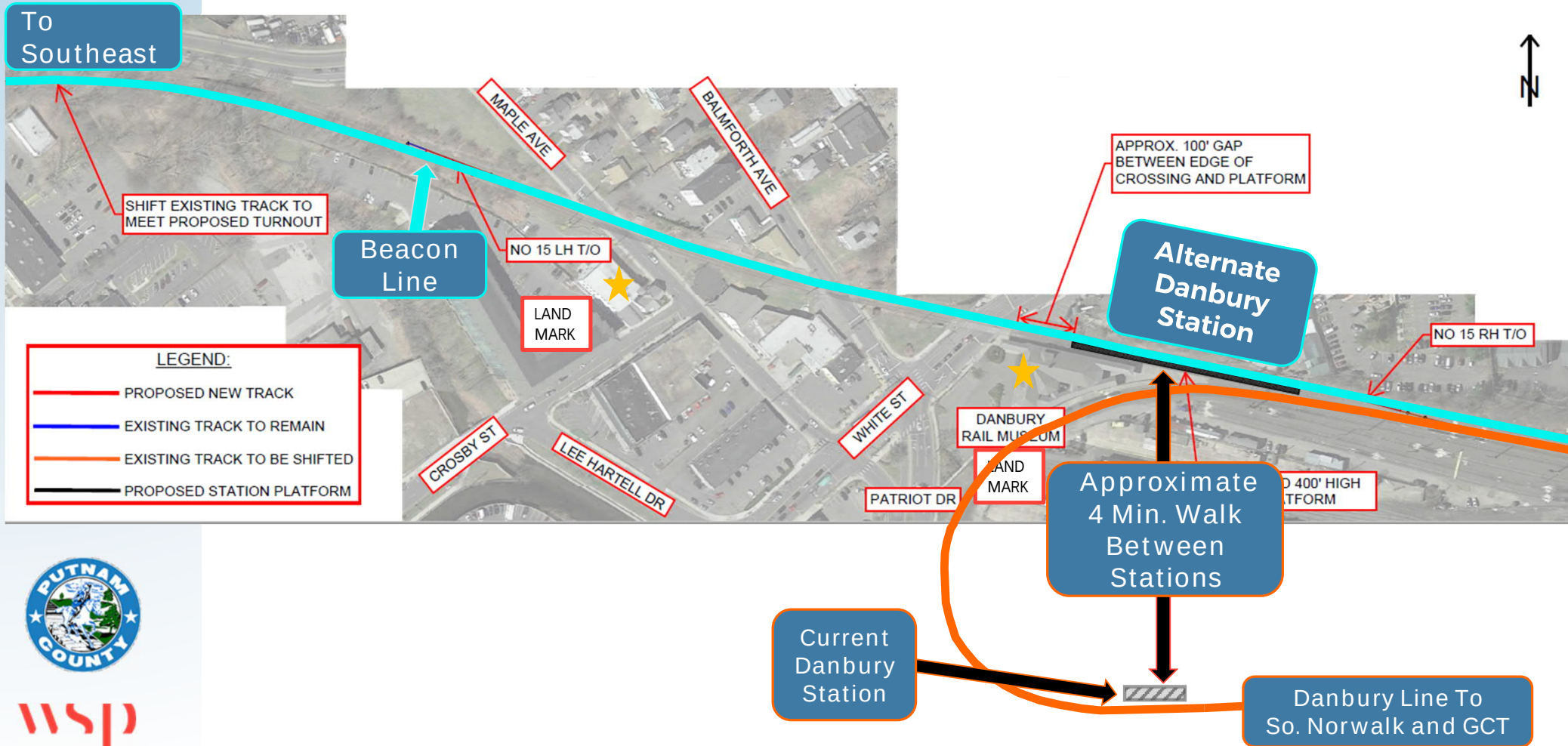
Recap

Summary of Initial Danbury Connection Alternatives



Recap

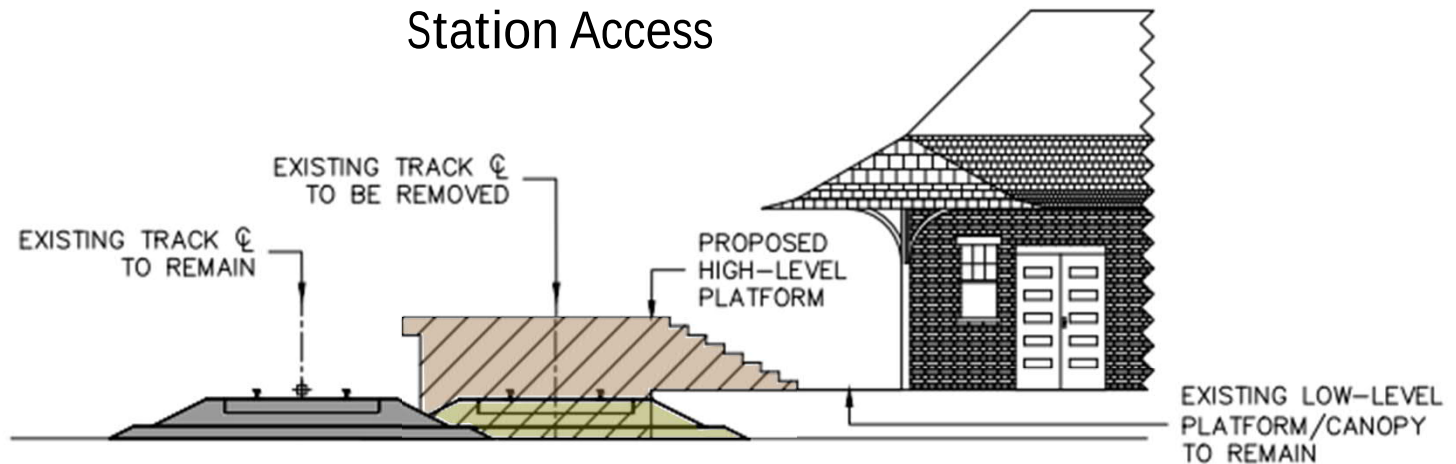
Danbury Station Alternative on Beacon Line



wsp

Danbury Station Concept

Proposed High Level Platform Station Access

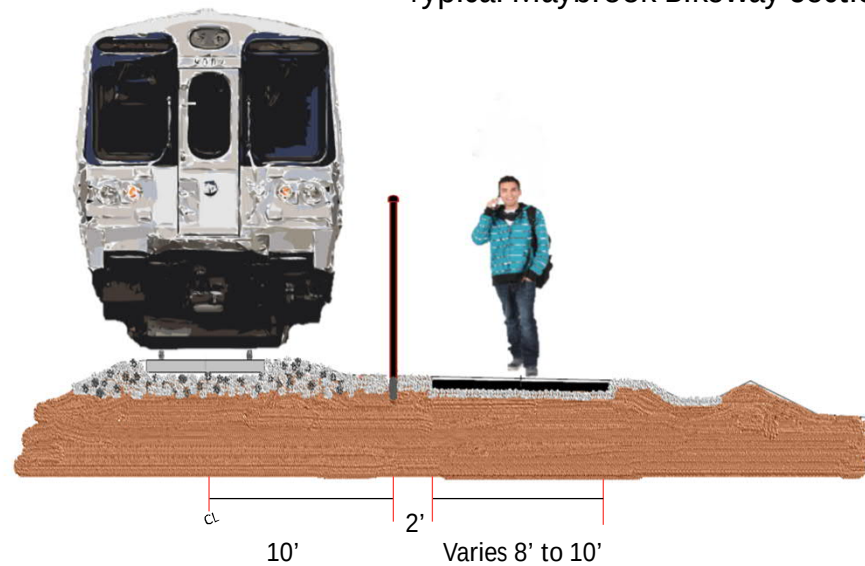


DANBURY MUSEUM/STATION SECTION VIEW
— ALT B ALIGNMENT
LOOKING EAST



Special Considerations for Bikeway

Typical Maybrook Bikeway Section



Suitable
Barrier / Safety
Measures
Incorporated



Recap

Special Considerations for Bikeway

There are over 300 trails alongside active rails, according to FHWA.

The 2021 Rails with Trails Manual Suggests that some of the best practices for Safety Include:

- Ensuring a distance of separation
- Providing intrusion protection via fencing



wsp

Infrastructure Connection Alternatives Summary

- SOUTHEAST
 - Alternative BB or Alternative DD
- MAIN TRACK
 - New passing siding
 - Double track extension
 - New Station at Danbury Fair
- DANBURY
 - Alternative BB

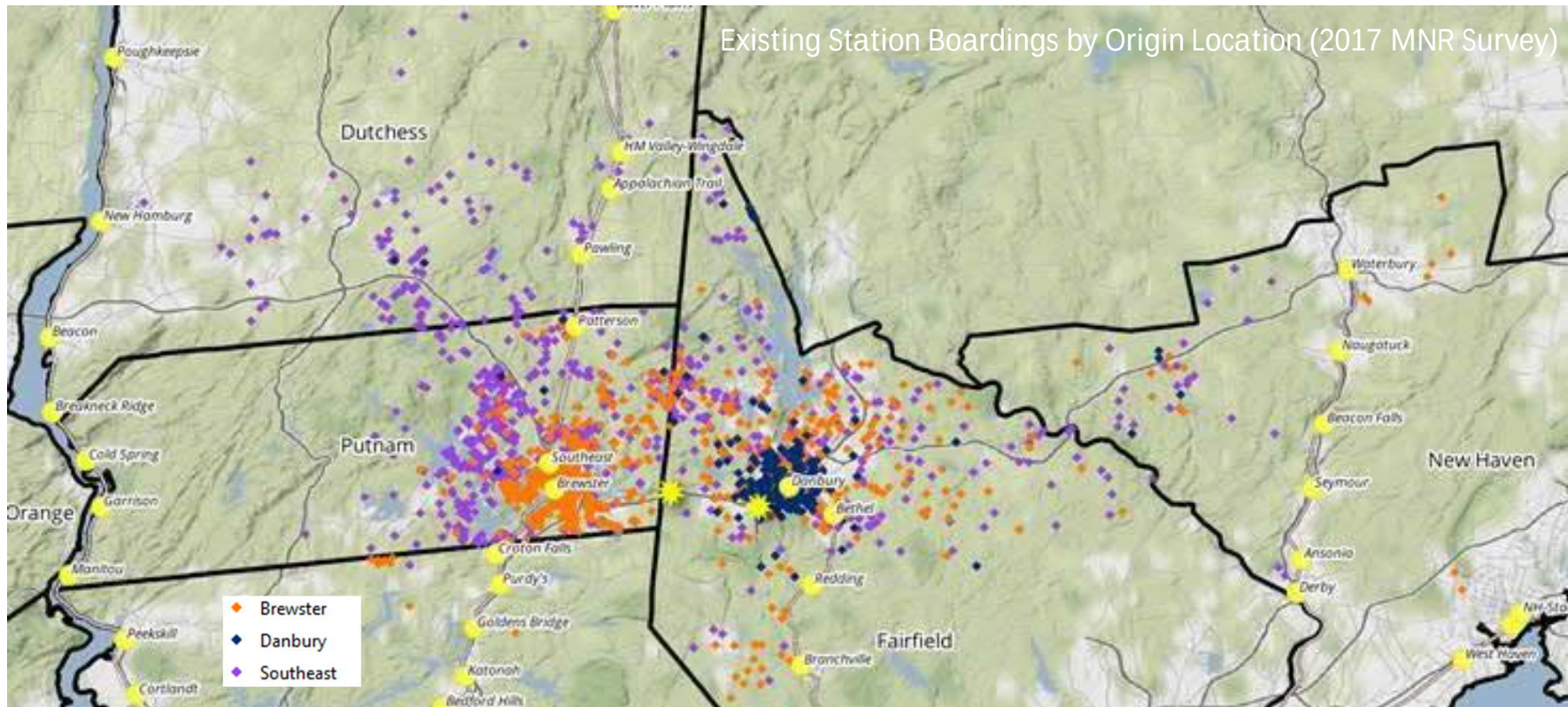


Service Planning

Potential Vehicle Type		Proposed Service Frequency	Additional Line Infrastructure required?	New Facilities Required?	Other Issues
FRA Compliant Diesel Multiple Unit		30 min pk, 120 min off pk for Alt 1;	Only if service pattern requires	Shop/Yard	Only 1 provider
FRA Compliant Zero Emission Multiple Unit		15 min for Alt 4.	Only if service pattern requires	Shop/Yard Recharging for Battery or Refueling for Hydrogen	Not widely used (battery) Hydrogen is unproven
Push-pull Diesel/Electric/Battery Locomotive Hauled		30 min pk 120 min off pk	Only if service pattern requires	Could require updates for battery based	
Electric Multiple Unit		30 min pk 60 min off pk	Full 3 rd Rail Electrification	No	
Light Rail Vehicle		15 min	Overhead Electrification	Shop/Yard	Requires separation from others



Preliminary Market Forecasts



- Focusing on the 2017 Survey, there are a significant number of Southeast (purple dots) and Brewster (orange dots) passengers travelling from within the proposed service corridor as far east as Waterbury



Preliminary Market Forecasts

ALTERNATIVE	Boardings at Danbury, Danbury Fair and State Line Stations (typical weekday to Points South)			
	Total Riders	New Riders	Changing from Drive to the Harlem Line	Decrease in PMT*
1 Shuttle	630	270	360	-15,340
2 Peak Through	840	400	440	-24,310
3 Full Service	970	550	420	-31,700
4 Light Rail	650	270	380	-15,550

PMT = Person Miles Traveled

Existing Daily Ridership

1,150 – Southeast

180 - Danbury



Preliminary Capital Cost Assumptions

- Capital Costs were developed in 2021 dollars
- In general, construction activities were assumed to be by 3rd party contractors (except in cases on active Harlem Line r-o-w)
- Construction costs were developed for Track, Stations, Train Control, Traction Power, and Special Conditions using industry standards
 - Vehicles, Shops/Yards, and Employee Welfare excluded.
- Summary costs for soft costs/professional services and contingency were developed as percentages of total construction cost following standard practice



Preliminary Capital Cost cont.

- Estimates were made for the amount of track work necessary for each alternative and the corridor including switches
- For all commuter rail stations, stations were assumed to be 8-car long high-level platforms with connecting overpass, but no parking.
- For LRT stations, platforms were considered to be 4 car low-level
- For electrification: an estimate of the required substations and distribution systems was developed
 - 3rd Rail was assumed for EMU commuter operations, while Overhead Catenary was assumed for LRT systems
- Special conditions include: bridge replacements, drainage protection, and bikeway improvements



Preliminary Capital Cost cont.

	Southeast Alt BB			Southeast Alt DD	
	3 rd Rail Electrified	w/o elect	LRT	3 rd Rail Electrified	w/o elect
Track	\$21,172,000	\$21,172,000	\$19,740,000	\$22,762,000	\$22,762,000
Stations	\$64,915,000	\$64,915,000	\$57,531,000	\$64,915,000	\$64,915,000
Special Site Work and Bridges	\$71,156,000	\$71,156,000	\$71,156,000	\$73,003,000	\$73,003,000
Environmental Mitigation	\$3,800,000	\$3,800,000	\$3,600,000	\$3,900,000	\$3,900,000
Train Control/Signals	\$69,401,000	\$69,401,000	\$62,696,000	\$69,651,000	\$69,651,000
Electrification	\$201,958,000		\$91,520,000	\$202,469,000	
Bikeway Fencing	\$2,000,000	\$2,000,000	\$2,000,000	\$2,250,000	\$2,250,000
Total Estimated Construction Cost	\$434,402,000	\$232,444,000	\$308,243,000	\$438,950,000	\$236,481,000



Preliminary Capital Cost Cont.

- Each Alternative assumes Danbury Alternative BB, in terms of elements
- Each Alternative assumes ~\$50M in rail bridge replacement, with ~\$17 million assigned to a new Croton River Bridge
- Each Alternative assumes ~\$20M in drainage/wetlands protection (in Special Conditions)



Preliminary Capital Cost Cont.

Soft Costs included:

— Engineering & Construction Support	12%	}	Of Total Estimated Construction Cost
— Project Management (Design & Construction)	3%		
— Construction Management, Inspection	10%		
— MNR/MTA Engineering And Administration	5%		
— Legal, Permits, Review Fees	2%		
— Insurance	5%		
— Start-up/Commissioning	Lump sum		

Contingencies included:

— Allocated Contingency for design development	25%	}	Of Total Estimated Construction Cost + Soft Costs
— Unallocated Contingency for Construction Phase and Reserve	10%		



Preliminary Capital Cost cont.

	Southeast Alt BB			Southeast Alt DD	
	3 rd Rail Electrified	w/o elect	LRT	3 rd Rail Electrified	w/o elect
Total Estimated Construction Cost	\$434,402,000	\$ 232,444,000	\$ 308,243,000	\$ 438,950,000	\$ 236,481,000
Total Soft Costs	\$170,730,000	\$ 95,990,000	\$ 124,040,000	\$ 172,420,000	\$ 97,490,000
Contingencies	\$211,796,000	\$ 114,952,000	\$ 151,301,000	\$ 213,980,000	\$ 116,890,000
Total Capital Cost (2021)	\$816,928,000	\$ 443,386,000	\$ 583,584,000	\$ 825,350,000	\$ 450,861,000



Preliminary Operating Cost Assumptions

- Unit cost assumptions were developed using available recent MTA/MNR project sources escalated to 2021
- Annual Cost for alternatives were developed as an increment to pre-existing services
- Summary costs were developed for Train operation and maintenance, propulsion, station operation and maintenance, and administration.
- Total Operating Cost is Gross, not Net of revenue generated



Preliminary Operating Cost cont.

- Estimates were made for the number of revenue miles of proposed operation
- Estimates were made for the number of vehicles in service for proposed operation
- Vehicle operations/maintenance based on car miles (for EMU or LRT operations) and train miles (for Dual Mode operations)
- Station operations/maintenance (including security) based on labor/materials needed
- Administration cost of an alternative was developed as a percentage of all other total operating and maintenance cost following standard practice



Preliminary Operating Cost cont.

	Southeast Alt BB			Southeast Alt DD	
	EMU	Dual Mode	LRT	Electrified	Dual Mode
Vehicle O&M Cost	\$ 2,003,000	\$ 1,646,000	\$ 1,562,000	\$ 2,075,000	\$ 1,690,000
Propulsion	\$ 584,000	\$ 332,000	\$ 157,000	\$ 630,000	\$ 358,000
Stations O&M Cost	\$ 500,000	\$ 500,000	\$ 625,000	\$ 500,000	\$ 500,000
Admin	\$ 309,000	\$ 248,000	\$ 234,000	\$ 321,000	\$ 255,000
Total O&M Cost (2021)	\$ 3,396,000	\$ 2,726,000	\$ 2,578,000	\$ 3,526,000	\$ 2,803,000

- All Alternatives assume weekday operation
- LRT assumes additional station in vicinity of Brewster



Project Financing Opportunities

- Bipartisan Infrastructure Law (BIL) - \$108B for transit and \$102B for rail
- Key Federal Capital Funding Programs
 - o USDOT – National Infrastructure Project Assistance - \$15B over five years including BIL
 - o FRA – Consolidated Rail Infrastructure and Safety Improvements - \$1B per year including BIL
 - o FTA – Section 5309 Fixed Guideway Capital Improvement Grants - \$20B over five years including BIL
 - o FHWA – Congestion Mitigation and Air Quality - \$13B over five years including BIL
- State Capital Funding Programs
- Start-Up Financing Programs
- Public Private Partnerships
- Operating and Maintenance Funding



Thank You!



wsp



K Engineering and
Land Surveying, P.C.

i! Responsive Translation