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Burlington Northern Railroad  
999 3rd Street  
Seattle, WA

Re: Marshalling Yard Activity on Edgemoor Lagoon

Gentlemen:

I am the president of the Edgemoor Association. The Edgemoor Association owns the reserve on the southern third of Edgemoor lagoon and represents all of the residents in the four Edgemoor divisions. Edgemoor is the exclusive residential area just south of Fairhaven in Bellingham, Washington, near the southern border of Bellingham. Your main track between Seattle and Vancouver, British Columbia, passes by the Edgemoor lagoon as the train enters Bellingham.

In 1967 or thereabouts, your predecessor, Great Northern Railway built a passing track from the Fairhaven station south to just past the Edgemoor lagoon. The building of this second track precipitated a lawsuit, copy of which I enclose. There were several complaints; namely, that the solid rock causeway was blocking the tidal action and making the lagoon a stagnant pond. This was cured by Great Northern building a trestle which allows free passage of the tidal waters in and out of the lagoon. The lagoon is approximately 12 acres and extends along the railroad some 1,200 feet.

At the time of trial, the main complaint was the reefer cars which were stationed on the causeway. The noise of the refrigerator units in the reefer cars would reflect off the water and keep most of Edgemoor awake at night.

The Judgment and Decree was appealed and the appeal was finally settled by the railroad offering to build a bridge through which small boats could travel and the tide could pass in and out of the lagoon. The rest of the Decree was dismissed upon the specific assurance by the railroad that the passing track would be used just as a passing track and trains would not be allowed to remain on the passing track for more than ten or twenty minutes at a time just sufficient time for the train coming the other way to pass by and then the passed train would continue on. The residents of Edgemoor were assured that the passing track was operated from Seattle, whereas marshalling yards were operated locally. The Edgemoor Association leased the

right to run electricity across their reserve to allow the electrical controls to be operated from Seattle. For the next 20 years, the passing track was operated as a passing track and very few complaints were ever heard.

For approximately the last year, trains have been parked on the passing track for as long as 36 hours. Trains have been made up in this area and this is often done at night, making an especially great amount of noise. As president of the Edgemoor Association, I have received complaints over the last several months regarding this activity and change of use by your railroad.

This letter is an attempt to peacefully resolve your method of using the passing track across Edgemoor lagoon. The trains, when parked for extended periods of time, are unsightly. They are extremely noisy when they are backed and changed into different configurations. You are operating a marshalling yard in this exclusive residential area without any zoning authority and very much constituting a public nuisance and a depreciation of property values.

Previous dismissal of this Judgment and Decree certainly does not foreclose the present members of the Edgemoor Association from taking steps to abate the nuisance and require compliance with zoning. The railroad has other marshalling yards in downtown Bellingham where switching can be done. The Edgemoor passing track was to be just that a passing track.

Because the railroad complied with their assurances for so many years, we believe the railroad can easily return to their prior practice of just using the track for passing and not allowing cars to remain on the track for more than half an hour.

Please be assured that this letter is meant to be conciliatory and to resolve a conflict which can probably be resolved with just a few words of assurance and compliance on the part of the railroad. We are just trying to have you conform to the promises made 20 years ago and which have, for the most part, been carried out.

Yours very truly,

Signature of James G. Doran

JMD:bb  
Encl.