

BEFORE THE
SURFACE TRANSPORTATION BOARD

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SOO LINE RAILROAD COMPANY – PETITION FOR DECLARATORY
ORDER AND PRELIMINARY INJUNCTION –INTERCHANGE WITH
CANADIAN NATIONAL

STB FINANCE DOCKET NO. 36299

REPLY TO SOO LINE RAILROAD COMPANY'S OCTOBER 21 LETTER

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Wisconsin Central, Ltd. (“CN”) respectfully submits this reply to Soo Line Railroad Company d/b/a CP’s (“CP’s”) October 21, 2019 filing in the above-captioned docket, which CP describes as a “Response to Questions Raised By the Board at Oral Argument” (“CP October 21 Letter”). While it is not clear whether CP’s filing was permissible under the Board’s July 30, 2019 order instructing the parties to not file any additional written comments “[a]bsent a request from the Board,”¹ CN does not object to the Board’s consideration of CP’s additional filing, so long as the Board also accepts this Reply. Below CN addresses each of the questions to which CP provided additional responses in its October 21 Letter, as well as several additional questions for which the Board indicated that it would appreciate more information.²

I. BACKGROUND AND SUMMARY

As brief background, CN and CP continue to operate under their interim agreement of August 16, 2019, which has been submitted to the Board under seal. Under this agreement, CN-CP interchange operations were moved out of Spaulding effective August 17, 2019. Pending a final Board decision, CP is delivering CN’s cars to the Belt Railway’s Clearing Yard, which is jointly owned

¹ *Soo Line R.R. Co.—Pet. for Declaratory Order & Preliminary Injunction—Interchange with Canadian National*, STB Fin. Docket No. 36299, at 1 (July 30, 2019) (“Absent a request from the Board, no additional written comments or other submissions may be filed in connection with this oral argument.”).

² The facts in this Reply have been verified by William Albritton as true to the best of his knowledge, information, and belief. A verification is attached.

by the six Class Is that interchange in Chicago, including CN and CP. As a result, CP's motion for preliminary injunction is moot.³

The one question remaining for the Board's resolution is which party is legally responsible for the switching fees paid to the Belt for interchange cars that CP delivers to CN at Clearing Yard that were formerly interchanged at Spaulding. CN's position is that each party should bear its own costs, with CN paying all costs for interchange traffic bound for CP at Bensenville Yard and CP bearing all costs for interchange traffic delivered to CN's designated interchange point at Clearing Yard.⁴ CP's position is that CN is responsible for all costs in both directions, because it contends that CN cannot designate Clearing Yard to receive interchange traffic or otherwise move its interchange received location from Spaulding without CP's consent.

Section II below responds to the Board's requests at the August 6 hearing for additional data. For example, the Board requested information on how blocked at-grade crossings in the Spaulding area would be affected by relocating interchange operations. Available data thus far shows that blocked crossings in excess of ten minutes have dramatically declined since the implementation of the interim agreement. This data confirms what CN and community interests

³ See Joint Notice of Interim Agreement at 1, *Soo Line R.R. Co.—Pet. for Declaratory Order & Preliminary Injunction—Interchange with Canadian National*, STB Fin. Docket No. 36299, at 1 (filed Aug. 21, 2019) (“As a result of this interim agreement, CP's April 30, 2019 petition for a preliminary injunction is moot.”).

⁴ As CN indicated at the hearing and in its July 12, 2019 filing, it has formally designated Clearing Yard to receive interchange traffic, as an alternative to CN's previous designation of its Kirk Yard.

from the Village of Bartlett and Hanover Township believed was likely. In contrast, CP can produce no evidence to support its assertion at the hearing that using Clearing Yard would add a day of transit time for interchange traffic. CN also provides information detailing the specific interchange costs at issue, which shows that [REDACTED]

[REDACTED]

[REDACTED]

⁵

Section III responds to other open factual questions from the hearing, including questions about the parties' rights to use the Belt Railway's Clearing Yard for interchange, the Spaulding redesign studies that CP referenced at the hearing, and how the interchange arrangements here compare with other arrangements on CN's network.

Section IV briefly examines the two legal questions that Member Oberman asked the parties to address: the meaning of "power to provide" in 49 U.S.C. § 10742, and caselaw addressing what interchange responsibilities Section 10742 imposes on forwarding railroads. On the first question, cases specifically interpreting the "power to provide" language of Section 10742 are relatively rare. But the statutory language is broad enough to easily cover the specific question at issue here, which is whether CN has the power to provide interchange facilities on a switching carrier that it jointly owns with the

⁵ Information in single braces (*e.g.*, "{ }") is designated Confidential under the September 5, 2019 Protective Order in this proceeding, and information in double braces (*e.g.*, "{ } { }") is designated Highly Confidential.

forwarding carrier [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] On the second question, both the Board and its predecessor the ICC have held that Section 10742 imposes duties on forwarding carriers as well as receiving carriers. Indeed, the most important precedents in this area are cases where a forwarding carrier was ordered to comply with a receiving carrier’s designation of an interchange receipt point despite the forwarding carrier’s objections to that designation.

II. Responses to Data Requests

A. **Blocked At-Grade Crossings at Spaulding Have Significantly Declined Since CN-CP Interchanges Were Consolidated at Clearing Yard.**

CN and affected community interests, including the Village of Bartlett and Hanover Township, have argued that allowing CN to designate an alternative interchange point would alleviate recurrent community complaints about grade crossings in the Spaulding area being blocked during interchange operations. The Board indicated at the hearing that it was interested in evidence about the “measurable effects” that moving the interchange point would have on grade crossing blockages. *See, e.g.*, Transcript of Oral Argument at 200:1-17, STB Fin. Docket No. 36299 (Aug. 6, 2019) (“Tr.”). Data on those “measurable effects” are now available, since the interchange point was moved in the interim agreement. That data shows a substantial reduction in grade crossing blockages after the end of Spaulding interchange operations.

As described above, CN and CP reached an interim agreement to move the interchange point from Spaulding that was effective August 16, 2019 (pending a Board ruling as to which railroad is responsible for paying the Belt Railway's switching fees). The interim agreement created a natural experiment for measuring the impact of moving the interchange point on grade crossing blockages at Spaulding Road, West Bartlett Road, and Stearns Road. The results of that natural experiment were a significant decrease in blocked crossings in excess of ten minutes at all three at-grade crossings that were formerly impacted by interchange operations.

Table 1 shows that, during the 2019 months when CN-CP and CP-CN interchange operations were conducted at Spaulding, there were an average of approximately 80 grade crossing blockages of 10 minutes or more at Spaulding Road, Stearns Road, and West Bartlett Road.

TABLE 1
Monthly Total Grade Crossing Blockages Over 10 Minutes at Spaulding Road, Stearns Road, and West Bartlett Road
January 2019 Through July 2019

Month	Spaulding Road	Stearns Road	West Bartlett Road	Total
January	24	19	38	81
February	16	18	28	62
March	14	27	39	80
April	20	30	42	92
May	20	23	44	87
June	20	18	41	79
July	11	23	40	74
Average	17.9	22.6	38.9	79.2

Table 2 shows the remarkable difference that the interim agreement has made to these numbers in the first full months in which it has been in effect. Average blockages in excess of ten minutes are down to 24 per month now that interchange operations are not conducted at Spaulding. This represents a decrease of 70% from the average of 80 per month when interchange operations were still at Spaulding. (August was excluded from this analysis because the interim agreement went into effect in mid-August.⁶)

⁶ For completeness, CN notes that in August the total number of grade crossing blockages over 10 minutes was 8 for Spaulding Road, 13 for Stearns Road, and 37 for West Bartlett Road.

TABLE 2
Monthly Total Grade Crossing Blockages Over 10 Minutes At Spaulding Road, Stearns Road, and West Bartlett Road
September 2019 And October 2019

Month	Spaulding Road	Stearns Road	West Bartlett Road	Total
September	1	14	16	31
October	1	9	7	17
Average	1.0	11.5	11.5	24

This data is confirmed by the Village of Bartlett’s October 7, 2019 filing, which states that it has seen a “noticeable decrease” in blocked crossing complaints since CP and CN relocated interchange operations from Spaulding.⁷ The removal of interchange operations from Spaulding has undoubtedly reduced many grade crossing blockages, as well as improved the fluidity of CN’s single-track main line at Spaulding.⁸

B. CP’s Unsupported Allegations of Adverse Transit Time Effects on Cars Interchanged at Clearing Yard Are Baseless.

CP was asked at the hearing to provide data to back up its claim that interchanging traffic at Clearing Yard rather than Spaulding would add “an

⁷ Letter from Kevin Wallace, Village of Bartlett President, at 1, *Soo Line R.R. Co.—Pet. for Declaratory Order & Preliminary Injunction—Interchange with Canadian National*, STB Fin. Docket No. 36299 (filed Oct. 7, 2019).

⁸ While CN has not conducted a comprehensive analysis of the causation of the occasional grade crossing blockages since implementation of the interim agreement, it believes that a number of the remaining blocked crossings were associated with serving a local customer that CN has in the area.

extra day of transit time to get across Chicago.” Tr. at 174:13-16. CP did not identify an operational reason why this was the case, but asserted on several occasions that “putting the cars into a terminal will add another day.” *Id.* at 13; *see also id.* at 22:2-7, 174:13-16, 175:7-19. In its October 21 letter, CP does not present any data to support these repeated claims at the hearing, and indeed indicates that data is “inconclusive as to whether one routing on average is faster than the other.” October 21 Letter at 4. But if the data is “inconclusive” as to which routing is faster, there is no basis for CP’s assertions that interchanges at Clearing Yard interchanges are one day slower than interchanges at Spaulding.

While CN has not seen the “inconclusive” data that CP references in its October 21 Letter, CN’s operational experience is that there is no meaningful transit time difference between interchanging through Clearing Yard and interchanging through Spaulding. This is not surprising, since the distance CP travels from Bensenville to Clearing Yard is similar to that from Bensenville to Spaulding. Interchange operations at Clearing Yard have been smooth and efficient, and CN believes they are working well for both railroads and for the Belt Railway.

C. Data On Costs of Interchange Supports CN’s Position That It Is Reasonable for CP to Pay the Out-Of-Pocket Costs to Deliver CN’s Cars to Clearing.

The Board also asked CN and CP to submit the costs they are paying for interchange. *See, e.g.*, Tr. at 12:2-7. In response to this question, CP submitted

 This response is

incomplete, both because [REDACTED]

[REDACTED]

Below CN provides data available to it to shed more light on the costs associated with interchange. [REDACTED]

[REDACTED]

CN-to-CP Interchange traffic. CN to CP interchange traffic moves from CN's Kirk Yard to CP's Bensenville Yard as follows: a CN train carries interchange cars to Clearing Yard, using CN's trackage rights over the Elsdon Line. The Belt Railway switches cars onto CP trains bound for Bensenville. The out-of-pocket costs for these movements [REDACTED]

[REDACTED]

9

10

[REDACTED]

[REDACTED]

CP-to-CN Interchange Traffic: CP to CN interchange traffic moves from CP's Bensenville Yard to CN's Kirk Yard as follows: a CP train carries interchange cars from its Bensenville Yard to Clearing Yard, utilizing [REDACTED]

[REDACTED] The Belt Railway switches cars onto CN trains bound for Kirk, which travel to Kirk utilizing CN's trackage rights over the Elsdon. The out-of-pocket costs for these movements are [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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III. Response To Other Factual Questions

A. The Parties' Rights As Co-Owners of the Belt Railway.

The Board also asked for information on CN's and CP's rights as co-owners of the Belt Railway and how that impacts questions surrounding CN's designation of the Belt Clearing Yard for receiving interchange traffic. *See, e.g.*, Tr. at 78:19-20. To respond to this request, CN is enclosing the current Belt Railway Company of Chicago Operating Agreement as Attachment 1 ("Belt Agreement"). [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14

¹³ *Cf. Belt Railway of Chicago—Operation*, 324 I.C.C. 597, 606 (1965) (recognizing that "in owner-to-owner operations each owner company has the right to use, and uses, the Belt Railway on equal terms" and that "the right and privilege [to use the Belt] is coequal for all owner lines").

¹⁴ The current Belt rate sheet is enclosed as Attachment 2.

B. CP's Engineering Drawings of a Proposed Future Infrastructure Project Do Not Create A Reasonable Basis for Continued Interchange At Spaulding.

At the oral argument CP referenced certain proposals for redesigning the Spaulding interchange, which it asserted could alleviate fluidity problems on CN's single-track main line during interchange operations at Spaulding. Tr. at 205:01-206:20. CP indicated that it would provide those plans to CN. On October 8, CP provided CN with engineering drawings of two proposed track reconfigurations, which are the same two drawings CP subsequently enclosed with its October 21 Letter filing with the Board.

From CN's preliminary review of CP's engineering proposals, it is clear that they do not create any reasonable grounds for continued interchange at Spaulding. In essence, CP proposes modifications to the connecting tracks between CN and CP to allow CN's Track 3 and Track 4 to connect to CP's yard tracks. Even if this proposal could be implemented successfully, it would not resolve the fundamental fluidity issues created by interchanging at Spaulding. CN would still have to block its single-track main line to cut trains to place cars on sidings. Such modified interchange operations would have the same effects on the fluidity of CN's single-track main line that CN has described with its prior interchange operations.¹⁵ Interchange operations would still require

¹⁵ See CN's Reply to CP's Pet. for Declaratory Order, STB Fin. Docket No. 36299, at 14-15 (filed May 20, 2019); *id.* at V.S. Albritton, at 3-9.

blockages of at-grade crossings of local roads, which would still be traversed for every interchange.

Moreover, the proposal would be expensive and time-consuming to implement. CP provided drawings, but it did not provide a budget or plan for this construction (and it certainly did not include an offer to share construction expenses.) Either of CP's proposals would require millions of dollars in capital expenses and substantial time to plan and construct. And even if the completed product could marginally improve fluidity and reduce grade crossing blockages during interchange operations, the construction phase would almost certainly worsen fluidity issues and increase local grade crossing blockages. In short, CP's reconfiguration proposals do not change the fact that Spaulding is not a suitable interchange point for CP-CN interchange traffic.

C. CN Can Confirm Its Prior Response to the Board's Question about Other Interchange Arrangements.

CP also included a section in its October 21 Letter to "confirm" that it does not have any interchange that requires one railroad to operate over the other's lines for more than 50 miles. CN also does not have any amendment to its answer at the hearing that, while it has multiple arrangements where one carrier transports interchange traffic a significant distance over the other carrier's tracks, it does not have any such arrangements where the distance exceeds 50 miles. *See Tr. at 134:3-7.* [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

D. CP's Response to Questions about Metra Payments.

CN has no further information to add to CP's response to the Board's request for information about what CP pays Metra for its use of the "West Line." [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IV. Responses to Legal Questions Regarding Provisions of Section 10742

During the August 6, 2019 oral argument, Board Member Oberman also asked for additional information on two legal issues: (1) the meaning of "power to provide" in Section 10742 and (2) the extent to which Section 10742 imposes obligations on forwarding carriers. Tr. at 78:17-20; 82:14-83:2. In the spirit of the Board's July 30 order, CN has focused this section on the two questions for which Member Oberman specifically requested additional briefing, and has not addressed

other legal issues or questions raised at the hearing. CN would be pleased to provide additional briefing on any other issue that the Board believes would be helpful for the parties to address.

A. Interpretation of “Power to Provide”

Section 10742 provides:

A rail carrier providing transportation subject to the jurisdiction of the Board under this part shall provide reasonable, proper, and equal facilities *that are within its power to provide* for the interchange of traffic between, and for the receiving, forwarding, and delivering of passengers and property to and from, its respective line and a connecting line of another rail carrier or of a water carrier providing transportation subject to chapter 137.

49 U.S.C. § 10742 (emphasis added). The current Section 10742, including its calibration to a carrier’s “power” to comply with interchange obligations, has its roots in Section 3 of the Interstate Commerce Act of 1887, which provided:

Every common carrier subject to the provisions of this act shall, *according to their respective powers*, afford all reasonable, proper, and equal facilities for the interchange of traffic between the respective lines, and for the receiving, forwarding, and delivering of passengers and property to and from their several lines and those connecting therewith, and shall not discriminate in their rates and charges between such connecting lines; but this shall not be construed as requiring any such common carrier to give the use of its tracks or terminal facilities to another carrier engaged in like business.

There is little caselaw that specifically interprets the meaning of either the “within its power to provide” language of the current Section 10742 or the “according to their respective powers” language from the earlier Interstate Commerce Act. One exception is a 1915 federal district court decision, which held that the “respective powers” language of the original statute did not impose a duty

on a railroad to purchase additional cars to better serve a customer's needs. *See Pennsylvania R. Co. v. United States*, 227 F. 911 (W.D. Pa. 1915), *aff'd*, 242 U.S. 208 (1916). The *Pennsylvania* court overturned an ICC determination that a railroad company committed an unreasonable practice by not acquiring tank cars in sufficient numbers to meet the requirement of the complainants' business. *Id.* at 918. The Court held that the "according to their respective powers" language did not obligate a carrier to acquire new or better facilities to serve a shipper:

Here again, the carriers' duty to provide and furnish facilities and transportation is not absolute. The duty is laid upon them "according to their respective powers." Such expressions rather raise the implication that Congress did not intend to place an absolute and unqualified duty upon carriers to furnish cars of a certain type whether they had them or not, and if they did not have them then to acquire them whether they had the money or not.

... The law clearly confers upon the Commission power to so regulate the use of the facilities possessed by the carrier that there shall be no unjust discrimination, but we find nothing in the law which confers upon the Commission power to compel a carrier to acquire facilities it does not possess or to acquire better facilities than those it possesses, not with the object of preventing discrimination and preferences, but in order that the shipper may have larger, better, and perhaps more economical facilities.

Id. at 918.

The Board also obliquely addressed the "power to provide" language in *BNSF Ry. Co. – Discontinuance of Trackage Rights Exemption – In Peoria and Tazewell Counties, IL*, AB-6 (Sub-No. 470X), at 10, where it held that the lack of a physical connection between BNSF and the Toledo, Peoria, and Western meant that TP&W could not show that it is "within [BNSF's] power to provide the free, direct

interchange that TP&W seeks.” The Board’s decision did not analyze the statutory meaning of “power to provide,” however.

While there is not a substantial body of case law interpreting “power to provide,” CN submits that “power” should be given its ordinary meaning of “[t]he legal right or authorization to act or not act.”¹⁶ Where a railroad holds legal rights to utilize a switching carrier’s facilities for interchange (whether through ownership, via contract, or both), the railroad plainly has the “power to provide” interchange facilities by utilizing those legal rights within the meaning of Section 10742. CN reaffirms the answers it gave at oral argument that the natural meaning of “power to provide” means that its rights as a co-owner of the Belt Railway give it the power to provide interchange facilities by designating the Belt Railway as a point to receive interchange traffic. *See supra* Section III.A. and Attachment 1.

B. Obligations of Forwarding Carriers.

Member Oberman also asked for authority discussing what obligations Section 10742 places on forwarding carriers. *See* Tr. at 82:14-83:2. As Member Oberman observed, the statutory language of Section 10742 does not distinguish between the interchange duties imposed upon carriers “forwarding” interchange traffic and carriers “receiving” interchange traffic. *Id.* at 79. While relatively few cases have addressed the duties of forwarding carriers, three principles can be discerned.

¹⁶ Black’s Law Dictionary 1189 (7th ed. 1999).

First, from the very start the agency has emphasized that the interchange provisions of the statute apply to all carriers.¹⁷ The ICC has long held that forwarding carriers are obligated “to make delivery on the rails of their connections, either direct or by bearing the charges of the intermediate switching line, and this is the general practice of railroads throughout the country.” *Chicago, Rhode Island and Pacific Ry. Co. v. Baltimore & Ohio R.R. Co.*, 113 I.C.C. 681, 690 (1926).

Second, forwarding carriers have a duty to abide by a receiving carrier’s reasonable designation of an interchange point. The Board and ICC have long recognized that a receiving carrier has the right to designate a reasonable location to receive interchange traffic.¹⁸ This right possessed by a receiving carrier has a necessary corollary: a forwarding carrier has a duty to respect that right. Thus, *RBMN* is not only a case holding that a receiving carrier had the right to move its

¹⁷ *E.g., Missouri & Ill. Coal Co. v. Ill. Cent. R.R. Co.*, 22 I.C.C. 39, 46 (1911) (“[T]here can be no doubt as to the intent of Congress [in enacting interchange obligations and related provisions]. Our railroads are called upon to so unite themselves that they will constitute one national system[.]”).

¹⁸ *New York, C. & St. L. R. Co. v. New York Central R. Co.*, 314 I.C.C. 344, 345 (1961) (a “receiving carrier necessarily has the right to designate where it will accept cars in interchange from its connections, provided, in making such designation, the receiving carrier does not impose unusual, unreasonable, or impossible operating hazards or require the delivering carrier to do work which properly belongs to the receiving carrier”); see *Norfolk So. Ry. Co.—Pet. for Declaratory Order—Interchange With Reading Blue Mountain & No. R.R. Co.*, STB Docket No. 42078, at 4 (Apr. 29, 2003) (“*RBMN*”); *Kansas City Southern Ry. Co.*, 213 I.C.C. at 356 (if interchanging carriers cannot agree, “the receiving carrier is entitled as of right to establish a reasonably located place where cars may be delivered to it”); *Rates, Regulations, and Practices of Peoria & Pekin Union Ry. Co. at Peoria, Illinois, and Near-By Points*, 93 I.C.C. 3, 9 (1924)).

interchange to a location more convenient for its own business purposes; it is also a case holding that the forwarding carrier had a statutory duty to comply with that designation even though it required the forwarding carrier to travel an additional 30 miles for interchange.

In the same vein, *Burlington Northern R. Co. v. United States*, 731 F.2d 33 (1984), is both a case about a receiving carrier's right to choose to receive traffic via an intermediate switch carrier and a case about the forwarding carrier's duty to comply with that choice even though it is required to pay the switching fees. Both *RBMN* and *Burlington Northern* are fundamentally cases about forwarding carriers challenging a receiving carrier's designations, but failing to overcome the presumption that a receiving carrier has the power to choose where it wishes to receive interchange traffic.¹⁹

Third, multiple cases have recognized that forwarding carriers typically have been responsible for the switching costs associated with delivery. The Supreme Court observed when reviewing an ICC decision that "usually when interchange is effected by means of an intermediate carrier, the delivering carrier bears the cost of switching."²⁰ Similarly, the ICC held in 1926 that "the general practice of railroads throughout the country" was for forwarding carriers to deliver "either direct or by

¹⁹ *Burlington Northern*, 731 F.2d at 40 ("[C]ourts have long recognized that when a carrier has the power to provide two or more options for interchanging traffic, each of which is independently reasonable, proper, and equal, it need not provide all such options to connecting lines but may instead offer only that option which best serves its own business interests.").

²⁰ *Baltimore & Ohio R. Co. v. United States*, 277 U.S. 291, 301 (1928).

bearing the charges of the intermediate switching line.” *Chicago, Rhode Island and Pacific Ry. Co. v. Baltimore & Ohio R.R. Co.*, 113 I.C.C. 681, 690 (1926). And in *Burlington Northern* the Court noted that “[u]nder longstanding Chicago custom, . . . intermediate switching charges . . . are normally borne by the forwarding carrier.”²¹

In short, there is significant support for the notion that Section 10742 imposes duties on forwarding carriers to comply with a receiving carrier’s designated interchange received point.

* * *

CN hopes that the above responses to open questions from the August 6 oral argument will be helpful to the Board. CN would be pleased to provide additional data or briefing on any other issue that the Board believes would be helpful for the parties to address.

Respectfully submitted,

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Dated: November 12, 2019

²¹ *Burlington Northern*, 731 F.2d at 35 (“Under longstanding Chicago custom, the intermediate switching charges involved in such deliveries are normally borne by the forwarding carrier.”).

VERIFICATION

I, William Albritton Jr., declare under penalty of perjury that the facts asserted in the foregoing Reply to Soo Line Railroad Company's October 21 Letter are true as stated to the best of my knowledge, information and belief.

A handwritten signature in cursive script, appearing to read "Bill Albritton", written over a horizontal line.

William Albritton Jr.
Manager General, Network Operations, Southern Region

Executed on November 12, 2019.

CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of November 2019, I caused a copy of the foregoing Reply to Soo Line Railroad Company's October 21 Letter to be served by first class mail or more expeditious means upon all parties on the service list for STB Finance Docket No. 36299.

/s/ Matthew J. Warren
Matthew J. Warren

Attachment 1

The Belt Railway Company of Chicago Operating Agreement

**REDACTED FROM PUBLIC
INSPECTION**

Attachment 2

**The Belt Railway Company of Chicago
Rate Sheet**

**REDACTED FROM PUBLIC
INSPECTION**