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Office of Proceedings

May 18, 2020

Part of
Public Record

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May 18, 2020

VIA ELECTRONIC FILING

Ms. Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street S.W., Room 1034
Washington, DC 20423-0001

Re: **Docket No. FD 36332**
National Railroad Passenger Corporation -- Petition
For Proceeding Under 49 U.S.C. § 24903(c)(2)

Dear Ms. Brown:

Attached for filing in the above-captioned proceeding on behalf of the National Railroad Passenger Corporation ("Amtrak") and the Commuter Rail Division of the Regional Transportation Authority and the Northeast Illinois Regional Commuter Railroad Corporation (collectively "Metra") is a **Joint Stipulation**, dated May 18, 2020.

Counsel for Amtrak has authorized this filing on its behalf. Please feel free to contact me should any questions arise regarding this matter.

Respectfully submitted,


Thomas J. Litwiler
Attorney for Metra

TJL:bs

Attachment

cc: Neil K. Gilman, Esq.

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 36332

NATIONAL RAILROAD PASSENGER CORPORATION –
PETITION FOR PROCEEDING UNDER 49 U.S.C. § 24903(c)(2)

JOINT STIPULATION

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**ATTORNEYS FOR
COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION
AUTHORITY AND NORTHEAST
ILLINOIS REGIONAL COMMUTER
RAILROAD CORPORATION**

Dated: May 18, 2020

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 36332

NATIONAL RAILROAD PASSENGER CORPORATION –
PETITION FOR PROCEEDING UNDER 49 U.S.C. § 24903(c)(2)

Petitioner National Railroad Passenger Corporation (“Amtrak”) and Respondents the Northeast Illinois Regional Commuter Railroad Corporation and the Commuter Rail Division of the Regional Transportation Authority (collectively, “Metra”; Amtrak and Metra collectively, the “Parties”) submit this Joint Stipulation.

JOINT STIPULATION

The Parties have agreed to the compensation with regard to Issues 2.1 and 2.2 as presented in the List of Issues for Determination (“Issues List”) jointly filed on February 7, 2020. The Parties have also agreed to narrow the dispute concerning Station Operations and Maintenance costs and the appropriate inflation index. Specifically, the Parties have agreed for purposes of this proceeding (the “Present Proceeding”) alone to stipulate as follows:

1. The sum due to Amtrak from Metra for Maintenance of Way expenditures (Issue No. 2.1) for fiscal year 2020 is \$2,950,000. The sum is the product of an allocation methodology based on historical data regarding the relative number of Amtrak and Metra trains arriving and departing Chicago Union Station (“CUS”), and includes costs Amtrak designates and accounts for as regional and national “Engineering” supervision of maintenance-of-way activities (“Engineering Overhead”). Of the agreed-upon \$2,950,000, Amtrak allocates to Metra the amount of \$400,000 as Engineering Overhead. The inclusion of Engineering Overhead is without prejudice to either party’s position regarding the appropriate treatment of Engineering

Overhead under the statute in any other or subsequent proceeding or beyond the terms of any Board order or agreement among the Parties arising from the Present Proceeding. The stipulated Maintenance of Way sum will be indexed in accordance with Issue No. 2.6 for the duration of any agreement. Accordingly, Issue No. 2.1 has been resolved.

2. The sum due to Amtrak for Dispatching expenditures (Issue No. 2.2) for fiscal year 2020 is \$1,800,000. The sum is the product of an allocation methodology based on historical data regarding the relative number of Amtrak and Metra trains arriving and departing Chicago Union Station and includes costs Amtrak designates and accounts for as costs attributable to providing dispatch services over the CUS shared-use territory plus the allocated costs associated with the maintenance of the dispatch center. The stipulated Dispatching sum will be indexed in accordance with Issue No. 2.6 for the duration of any agreement. Accordingly, Issue No. 2.2 has been resolved.

3. For purposes of allocating Station Operations and Maintenance Costs under 2.4, the Parties stipulate that for purposes of the Present Proceeding such allocation should be made in accordance with a “spatial analysis,” pursuant to the following:

(a) Square footage allocation requires resolution of the total square footage to be allocated, Metra-only square footage, and the square footage for the common benefit of Amtrak and Metra only with respect to the Basement, Mezzanine and Concourse level.

(b) The total square footage of the levels in subpart (a) is 489,555 square feet.

(c) The basement-headhouse contains 135,393 square feet, as identified on the attached Schedule 2.4.2. Metra will argue that more than 0% of the square footage in the basement-headhouse should be included in calculating the station

operations and maintenance payment. Amtrak will argue that less than 100% of the square footage in the basement-headhouse should be included in calculating the Station Operations and Maintenance payment.

(d) The total square footage for purposes of calculating the Station Operations and Maintenance payment shall be 354,162 plus the total amount of basement-headhouse square footage determined by the Board for the inclusion in subparagraph (c).

(e) The percentage of Station Operations and Maintenance costs to be paid by Metra shall be calculated using the following formula: $(\text{Metra sole use square footage}) + (\text{Common benefit square footage} \times \text{allocation factor}) / (\text{total square footage from (d)})$.

(f) Metra's Station Operation and Maintenance payment shall be determined by multiplying the percentage determined by (e) above by the total Station Operations and Maintenance costs.

(g) Metra's payment calculated by (f) above will be indexed in accordance with Issue No. 2.6 for the duration of any agreement based on the index determined by the Board.

(h) Metra will not seek the exclusion of any Station Operations and Maintenance costs (such costs the parties agree do not exceed \$12,801,311, exclusive of Station Operations and Maintenance costs associated with Dispatching, and before the adjustment for inflation) based on the contention that those costs are incurred for areas of Chicago Union Station other than the basement, concourse and mezzanine.

4. The Parties have agreed in Issue No. 2.6 that the costs awarded in the Present Proceeding must be adjusted annually by an index factor. Amtrak will contend that the adjustment to 2016–2017 fiscal year costs to the Parties’ agreed effective date and for subsequent annual adjustment of allocated costs should be based on the AAR Quarterly Index of Chargeout Prices and Wage Rates (Table C), East – Material Prices, Wage Rates and Supplements Combined (excluding fuel). Metra will contend that the adjustment to 2016–2017 fiscal year costs to the Parties’ agreed effective date and for subsequent annual adjustment of allocated costs should be based on either “real” or suitable projections of, the annualized Core Personal Consumption Expenditures index of the Bureau of Economic Analysis. Accordingly, for purposes of Issue 2.6, the Parties request the Board choose between the Parties’ competing indices, singly, for all cost types.

WHEREFORE, the Parties submit the foregoing joint stipulations.

Respectfully submitted,

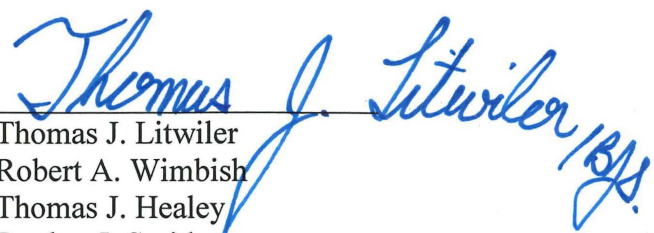
By: _____

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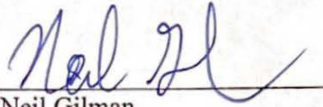

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Dated: May 18, 2020

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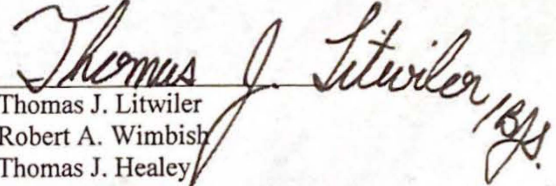
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