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FLETCHER & SIPPEL LLC
ATTORNEYS AT LAW

29 North Wacker Drive
Suite 800
Chicago, Illinois 60606-3208

Phone: (312) 252-1500
Fax: (312) 252-2400
www.fletcher-sippel.com

ROBERT A. WIMBISH
(312) 252-1504
rwimbish@fletcher-sippel.com

December 15, 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 Proceedings
under 49 U.S.C. § 24903 (c)(2)

Dear Ms. Brown:

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”) jointly file this List of Unresolved Issues.

The Parties submitted initial briefs in this proceeding on May 20, 2020, and reply briefs on June 24, 2020. Thereafter, the Parties agreed to Board-sponsored mediation in an effort to establish terms for Metra’s use of Chicago Union Station (“CUS”). The Board granted the Parties’ mediation request, and also ordered this proceeding to be held in abeyance during the extended mediation period, since ended. Through mediation, the Parties reached agreement concerning several, but not all, issues involving Metra’s use of CUS. The Parties intend soon to file a stipulation regarding the terms upon which they have reached agreement during mediation. They have also agreed as part of the supplemental procedural schedule adopted by the Board on December 11, 2020, to provide this list of unresolved issues.

The Parties agree that the following issues remain in dispute:

1. The standards governing the presence of Metra equipment at CUS other than during boarding or detraining.

2. Modification of ingress, egress, and square footage used by Metra and its customers at CUS.
3. The procedure and standards governing changes to Metra's train schedules.
4. The procedure and standards under which Metra may request the right to increase the number of trains it operates to and from CUS beyond what the parties have agreed to as the "Standard Schedule."
5. The standard under which Amtrak must provide janitorial and maintenance services at CUS.
6. Funding for extraordinary maintenance and capital improvements for any areas of CUS used by Metra alone, to the extent the extraordinary maintenance or capital improvement is necessary to address state-of-good-repair.
7. Terms governing the policing services Amtrak provides at CUS.
8. The features of any Dispatching Feed provided to Metra, the terms under which the Dispatching Feed is provided, and the compensation for the Dispatching Feed.
9. Whether Metra may assert control over emergency responses at CUS under certain circumstances, and if so, the procedures governing that control.
10. The credits or charges available for material delays of passenger service relating to invocation of the Service Disruption Plan.
11. The procedure for any periodic recalculation of the base costs incurred by Amtrak at CUS that must be allocated in part to Metra.
12. Whether Metra is entitled to any parking at CUS.
13. Whether the agreement should include a provision governing termination for material default, and if so, the procedure for such a termination.
14. The procedure for resolving disputes regarding Metra's use of CUS.
15. The procedure for, and scope of, any financial audit conducted by Metra of Amtrak CUS operations and services.
16. The extent to which either Party may assign the agreement.

This list does not include terms previously briefed to the Board (e.g., payment for ground power, liability and indemnity, the recapitalization program, ADA compliance).

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Counsel for Amtrak has authorized this filing on its behalf.

Sincerely,

R. A. Wimbish

Robert A. Wimbish
Attorney for Northeast Illinois Regional
Commuter Railroad Corporation and the
Commuter Rail Division of the Regional
Transportation Authority (Metra)

RAW:bjs

cc: All parties of record