

Anthony J. LaRocca
202 429 8119
alarocca@steptoe.com

1330 Connecticut Avenue, NW
Washington, DC 20036-1795
202 429 3000 main
www.steptoel.com

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December 23, 2021
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December 23, 2021

CSXT/PAR-45

VIA E-FILING

Cynthia T. Brown
Chief, Section of Administration
Surface Transportation Board
Office of Proceedings
395 E Street, SW
Washington, DC 20423

Re: STB Docket No. FD 36472, CSX Corporation and CSX Transportation, Inc., et al.—Control and Merger—Pan Am Systems, Inc., Pan Am Railways, Inc., Boston and Maine Corporation, Maine Central Railroad Company, Northern Railroad, Pan Am Southern LLC, Portland Terminal Company, Springfield Terminal Railway Company, Stony Brook Railroad Company, and Vermont & Massachusetts Railroad Company

Dear Ms. Brown:

CSX¹ is pleased to report to the Board that CSX has reached the enclosed settlement agreement with the Village of Voorheesville, NY ("Voorheesville") regarding potential issues between CSX and Voorheesville arising out of CSX's application in the above-referenced proceeding.

Respectfully submitted,

/s/ Anthony J. LaRocca

Anthony J. LaRocca
Peter W. Denton
Sally Mordi
*Attorneys for CSX Corporation and
CSX Transportation, Inc.*

¹ The acronyms and defined terms used in this letter are the same as those used in the Revised Application filed in the above-captioned proceeding.

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Enclosures

cc: Louis E. Gitomer
All parties of record



CSX Transportation
500 Water Street, J275
Jacksonville, FL 32202

December 16, 2021

Richard Straut
Mayor, Village of Voorheesville
29 Voorheesville Ave.
Voorheesville, NY 12186
mayor@villageofvoorheesville.com

Re: CSX Corporation and CSX Transportation, Inc., et al. –
Control and Merger – Pan Am Systems, Inc., et al.
Surface Transportation Board Docket No. FD 36472

Dear Mayor Straut:

CSX Transportation, Inc. (“CSXT”) and Norfolk Southern (“NSR”) enter into this letter agreement with the Village of Voorheesville (the “Village”) to resolve potential issues between the parties arising out of CSXT’s amended application currently pending before the Surface Transportation Board (“STB”) in the above-cited matter to acquire Pan Am Systems, Inc. and its various railroad subsidiaries, along with a directly related notice of exemption filed by NSR in a sub-docket to operate via trackage rights over CSXT’s Selkirk Subdivision between the Village and Worcester, MA (together with CSXT’s application, the “Proposed Transaction”). The Proposed Transaction, when consummated, would result in the rehabilitation of an existing rail connection between CSXT and NSR within the Village (the “NSR Connection”). In settlement of potential issues related to the Proposed Transaction, the parties agree as follows:

1. The following commitments are not contingent upon consummation of the Proposed Transaction:
 - a. CSXT represents and warrants that it will continue to cooperate and assist the Village and Albany County (the “County”) in the ongoing design and implementation of the County’s proposed Quiet Zone for the Voorheesville Avenue and South Main Street at-grade crossings over CSXT (the “CSXT Crossings”).
 - b. CSXT and NSR both agree to advance the survey and design work for the Quiet Zone project through the necessary survey and design work NSR will perform in connection with the Proposed Transaction, the NSR Connection and the existing at-grade crossing over NSR at South Main Street (the “NSR Crossing”). In particular,
 - i. NSR will, in connection with its design of the NSR Connection and Crossing, perform the topographical survey that the Village/County would otherwise need to perform for the Quiet Zone project.



upgrades to complete the Quiet Zone project at the CSXT Crossings and NSR Crossing.

i. With respect to the CSXT Crossings:

1. Subject to the modifications and funding conditions referenced above, CSXT represents and warrants that it will perform the necessary improvements within CSX right-of-way to allow for completion of the Quiet Zone project at the CSXT Crossings, including installation of active grade crossing warning devices sufficient to obtain FRA approval for a Quiet Zone, at a cost equal to the order of magnitude cost estimate transmitted to the Village via letter dated August 10, 2016.

ii. With respect to the NSR Connection and NSR Crossing:

1. It is anticipated that the final design of the NSR Connection will require (subject to review and approval by NYSDOT and/or FRA) the installation of standard grade crossing warning devices and improvements to the highway alignment and profile at the NSR Crossing. Design of this work and installation of the standard grade crossing warning devices at the NSR Crossing will be at NSR expense, and will be configured so as not to preclude the establishment of a Quiet Zone at this location.
 2. NSR agrees to construct the roadway changes needed to accommodate any NSR Connection and NSR Crossing, at NSR's expense, and CSXT will perform design review of the roadway design at no expense to the Village/County.
 3. Additionally, NSR agrees to absorb up to \$125,000 of its project costs for work not described above but specifically related to implementation of the Quiet Zone project at the NSR crossing or for other railroad-related work at other NSR at-grade crossings within the Village.
- c. The Village will work with the County as needed to progress the Quiet Zone project toward completion. The Village understands that, in the event the County's final project design requires major roadway modifications, including pedestrian walkways (which in turn could impact CSXT and NSR's signal design), it will be responsible for obtaining any additional funding that may be required to complete the Quiet Zone project at either the CSXT Crossings or the NSR Crossings (or both, should the combined project qualify for one Quiet Zone), beyond the CSXT and NSR contributions described in 2(b) above.



CSX Transportation
500 Water Street, J275
Jacksonville, FL 32202

- d. The parties will work together in the design and construction of any necessary improvements, including any improvements agreed to herein, to minimize any potential impact on the Village.
 - e. CSXT and NSR represent and warrant that the Proposed Transaction, if consummated, will result generally in no more than two NSR revenue trains operating through the NSR Crossing per day, in accordance with the proposed Trackage Rights Agreement and the Notices of Exemption filed with regard to the Proposed Transaction. NSR agrees to stage its trains and to operate through the NSR Crossing in such a manner to minimize potential impacts on the Village. In addition, CSXT and NSR agree to meet with Village and County public safety personnel to discuss how best to address and accommodate any public safety challenges that may result from the reestablishment of the NSR Connection.
3. The Village agrees that consistent with the cooperation of the Village, CSXT and NSR on these issues, the change of the Village's position on previous issues of dispute, and in consideration of the representations, warranties and agreements of CSXT and NSR set forth herein, the Village will withdraw its prior opposition to the Proposed Transaction and its requests for conditions to the STB's approval of the Proposed Transaction.

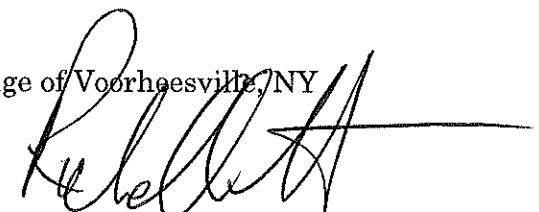
Sincerely,

Thomas J. Tisa
Head of Business Development
CSX Transportation, Inc.

Michael R. McClellan
VP Strategic Planning
Norfolk Southern Railway Company

AGREED TO:

Village of Voorheesville, NY

By: 

Richard Straut, Mayor

CERTIFICATE OF SERVICE

I hereby certify that I have caused this Letter in Docket No. FD-36472, *CSX Corporation and CSX Transportation, Inc.—Control and Merger—Pan Am Systems, Inc., Pan Am Railways, Inc., Boston and Maine Corporation, Maine Central Railroad Company, Northern Railroad, Pan Am Southern LLC, Portland Terminal Company, Springfield Terminal Railway Company, Stony Brook Railroad Company, and Vermont & Massachusetts Railroad Company*, to be served electronically or by first class mail, postage pre-paid, on all parties of record in this proceeding.

/s/ Sally Mordi

Sally Mordi
*Attorney for CSX Corporation and
CSX Transportation, Inc.*

December 23, 2021