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September 25, 2023

BY E-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: *Complaint and Petition of the National Railroad Passenger Corp. Under 49 U.S.C. § 24308(f)—For Substandard Performance of Amtrak's Sunset Limited Trains 1 and 2 (Docket No. NOR 42175)*

Dear Ms. Brown:

Please find attached for filing in the above-captioned proceeding the Response of Illinois Central Railroad Company to Surface Transportation Board's Interrogatories and Document Requirements ("Response"), filed pursuant to Appendix A—Part V of the Board's July 11, 2023 decision.

Attached as part of the Response are two separate ZIP files containing the documents produced by Illinois Central Railroad Company ("CN"), along with the table of contents required by the Board (which is also included with the Response). The first ZIP file is hereby submitted under seal and designated as "CONFIDENTIAL" under the protective order in this proceeding. It contains the complete production, including documents designated as "CONFIDENTIAL." The second ZIP file is submitted for inclusion on the public record. It contains CN's Public production, from which all "CONFIDENTIAL" documents have been excluded.

Sincerely,

/s/ David A. Hirsh

David A. Hirsh

Counsel for Illinois Central Railroad Company

Enclosures

cc: All Parties of Record

BEFORE THE
SURFACE TRANSPORTATION BOARD

Docket No. NOR 42175

COMPLAINT AND PETITION OF THE NATIONAL RAILROAD PASSENGER CORP.
UNDER 49 U.S.C. § 24308(f) – FOR SUBSTANDARD PERFORMANCE OF AMTRAK’S
SUNSET LIMITED TRAINS 1 AND 2

**RESPONSE OF ILLINOIS CENTRAL RAILROAD COMPANY TO
SURFACE TRANSPORTATION BOARD’S INTERROGATORIES AND DOCUMENT
REQUIREMENTS**

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RESPONSE OF ILLINOIS CENTRAL RAILROAD COMPANY TO
SURFACE TRANSPORTATION BOARD’S INTERROGATORIES AND DOCUMENT
REQUIREMENTS

Illinois Central Railroad Company (“CN”) hereby responds to the Surface
Transportation Board’s (“STB”) Interrogatories and Document Requirements posed to CN that
are contained in Appendix A—Part V of the Board’s July 11, 2023 Decision as follows:

DEFINITIONS

1. "Amtrak" refers to the National Railroad Passenger Corporation.
2. "City" refers to the City of New Orleans, a political subdivision of the State of Louisiana.
3. "City of New Orleans Service" refers to Amtrak’s City of New Orleans service, which runs between Chicago, IL and the City of New Orleans.
4. "CN" refers to Illinois Central Railroad Company.
5. "CPKC" refers to Canadian Pacific Kansas City Limited.
6. "NOPB" refers to New Orleans Public Belt Railroad Commission for the Port of New Orleans.
7. "Relevant Period" refers to the period October 1, 2021 through December 8, 2022, the relevant time period for purposes of the above-captioned proceeding and as defined by the STB in its July 11, 2023 Decision at Appendix A, Part I, Definition 10.
8. "Segment" refers to the line owned by CN, but leased to NOPB, between East Bridge Junction, LA (MP A906.5) and Southport Junction, LA (MP A908.7).
9. "Sunset Limited Service" refers to the Amtrak service that is the subject of this docket.
10. "UP" refers to Union Pacific Railroad Company.

GENERAL STATEMENTS AND OBJECTIONS

1. A response by CN to any STB Interrogatory or Document Requirement does not indicate and should not be construed as an acknowledgement by CN that such information is relevant or admissible. CN expressly reserves the right to object to additional STB Interrogatories and Document Requirements and to object to the introduction into evidence, in this investigation or any action, of its responses hereto or documents produced in connection herewith.
2. The responses and objections contained herein are made to the best of CN's present knowledge, information, and belief. CN expressly reserves the right to amend, supplement, and clarify its objections and responses, but assumes no obligation to do so beyond the obligation imposed by 49 C.F.R. § 1114.29.
3. Unless stated otherwise, responses are limited to the Relevant Period.
4. By answering and producing documents in response to the STB's Interrogatories and Document Requirements, CN does not waive objections or make any admissions as to: (a) the admissibility or relevance of any information or documents referenced herein; (b) the scope of the Interrogatories and Document Requirements relative to the subject matter of the above-captioned investigation; and (c) any additional, amended or supplemental discovery requests that the STB may issue in the future. CN expressly reserves the right to raise such objections.
5. CN's responses to STB's Interrogatories and Document Requirements are made subject to and without waiving these General Statements and Objections. CN incorporates its General Responses and Objections into each response set forth below as if fully stated therein.
6. These General Statements and Objections are made to avoid the duplication and repetition of restating them for each STB Interrogatory or Document Requirement. However, the response to an individual request may, for purposes of clarity, include an objection that is wholly or partially covered by a General Statement or Objection. The failure of an individual response to list a particular General Statement or Objection does not constitute and should not be construed as a waiver of that objection for that response, and the production of any documents that are otherwise subject to an objection is not a waiver of any such objection as to any other document not produced.
7. CN objects to the extent the STB Interrogatories and Document Requirements seek confidential or proprietary or personal information of a third party, the disclosure of which is restricted by reason of contract, privacy laws, or other binding legal obligations.

INTERROGATORIES AND DOCUMENT REQUIREMENTS

Delay causes and treatments.

1. **Sharing Agreements.** Regarding each segment of the Line in which your company shares ownership, operation, dispatching, maintenance, and/or other responsibilities with one or more other railroads, provide a detailed explanation of the division of responsibilities among the carriers during the relevant period.

Response: As defined above, the “Segment” is the line owned by CN, but leased to NOPB, between East Bridge Junction, LA (MP A906.5) and Southport Junction, LA (MP A908.7). The Segment, which is partially dispatched by CN, is the only portion of the Sunset Limited route that has any connection to CN. As discussed below, CN is not a “host” for this service.

Since 2019, the Segment has been leased to NOPB (or its predecessor).¹ In accordance with the CN-NOPB lease, NOPB maintains the entire Segment, except for the crossing diamond at A908.6 (“CPKC Diamond”). CPKC maintains the CPKC Diamond, and has in place a slow order which limits all traffic (including Amtrak) traversing the diamond to 10 miles per hour.

While CN dispatches the majority of the Segment, UP is responsible for dispatching the portion between mileposts A906.5 and A906.85, which is part of the East Bridge Junction Interlocking. In 2019, CN, NOPB, and UP executed an amendment (“2019 Amendment”), at CN_000001-000018,² to a 1935 Interlocking Agreement between the predecessors of CN, KCS, and NOPB that governs the East Bridge Junction Interlocking. Under the 2019 Amendment, CN replaced the former manual interlocking with a more efficient remote-controlled interlocking, to be controlled by UP from its dispatching center. UP’s dispatching is subject to an Operating and

¹ See *New Orleans Pub. Belt R.R. Comm’n—Acquisition & Operation Exemption—New Orleans Pub. Belt R.R.*, Docket No. FD 36419, slip op. at 2-3 (STB served Aug. 27, 2020) (acquisition by NOPB of predecessor’s assets, including rights over Segment); *New Orleans Pub. Belt R.R.—Lease & Operation Exemption—Line of Ill. Cent. R.R.*, Docket No. FD 36362 (STB served Dec. 13, 2019) (lease to NOPB predecessor). The leased lines include approximately 1.16 miles of track not used by Amtrak, in addition to the 2.2 mile-long Segment used by Amtrak for the Sunset Limited service.

² Attached hereto is the Board-mandated Table of Contents, which identifies all documents referenced herein, the question to which each is responsive, and confidentiality designations.

Dispatching Protocol, which is set forth as Exhibit D to the 2019 Amendment (“EBJ Protocol”), at CN_000012-000014.

The EBJ Protocol provides priority for Amtrak trains, with other traffic operated through the interlocking on a first-come, first-served basis. For westbound Amtrak Train No. 1, of the Sunset Limited, which CN hands off to UP at the East Bridge Junction Interlocking, CN is allowed to issue an automated priority request that places the Amtrak No. 1 train first in the queue, meaning that Amtrak will receive the next authorization to proceed through the interlocking. With respect to eastbound Amtrak Train No. 2, the EBJ Protocol likewise allows UP to issue an automated priority request when it hands the train off to CN at East Bridge Junction to proceed over the Segment. The coordination of Amtrak trains between CN and UP and CN and Amtrak is discussed further in Response to Request Number 16, below.

Aside from dispatching responsibilities for a portion of the Segment, as described above, CN has no other responsibilities with respect to the Sunset Limited Service. There are no agreements between Amtrak and CN regarding the Sunset Limited Service, and Amtrak does not pay any sum to CN related to that service. Accordingly, CN is not Amtrak’s host for the Sunset Limited Service, as it is not “directly accountable to Amtrak by agreement” for the operation of that service. *See* 49 C.F.R. § 273.3.

Before Amtrak began operations in 1971, UP’s predecessor Southern Pacific Transportation Company (“SP”) operated the Sunset Limited as its own passenger train over the Segment, using trackage rights granted by CN’s predecessor. Those trackage rights for passenger trains remain in force today between CN and UP. When Amtrak assumed direct operation of the Sunset Limited in 1971, it continued operating over the Segment as SP had done, via SP’s (now UP’s) trackage rights, and to this day Amtrak continues to operate via those

rights. UP pays CN a flat annual fee for Amtrak's operation of the Sunset Limited trains via UP's trackage rights over the Segment.

Scheduling.

2. **Scheduling and Amtrak.** When scheduling freight trains, and passenger trains as applicable, what steps are taken to avoid conflicts with the Sunset Limited?

Response: CN has leased the Segment to NOPB, and CN does not serve any customers on that line. Accordingly, it does not schedule any freight trains on the Sunset Limited's route.³ With respect to passenger trains on the Sunset Limited's route, Amtrak and CN have jointly established schedules for Amtrak's City of New Orleans Service, which runs over the portion of the Segment between Southport Junction and East Bridge Junction crossover, but in different windows than the Sunset Limited Service. During the Relevant Period, CN scheduled no other trains – freight or passenger – that travel on the Sunset Limited's route.

3. **Unscheduled Trains.** Describe your protocols for introducing unscheduled trains onto your rail system.

Response: Because CN has leased the Segment to NOPB, it does not serve customers on that line and thus does not operate either scheduled or unscheduled freight trains on it. Further, there are no unscheduled passenger trains on the Segment.

Most of the freight traffic dispatched by CN on the Segment moves in windows that do not interfere with Amtrak's trains. If, however, a freight train does approach a portion of the Segment subject to CN's control at a time when it would interfere with an Amtrak train, CN's

³ CN holds trackage rights granted by the City in 2002 over a line east of Southport Junction that is used by the Sunset Limited. See *Ill. Cent. R.R.—Trackage Rights Exemption—City of New Orleans, LA*, STB Finance Docket No. 34196 (STB served June 7, 2002). Those trackage rights, however, were unused during the Relevant Period.

dispatchers are trained to hold that freight train out or use an alternative routing for it to avoid delaying the Amtrak train.

Congestion.

4. **Maps.** Produce a clear, detailed map or set of maps of the portion(s) of the Sunset Limited that you host, own, operate, dispatch, serve, or lease. You must produce a map in a static format such as a PDF, but also, if available produce a computer-readable version in a format such as a .kml, .kmz, or ESRI shapefile file type. These map(s) should identify:
- a. Mileposts (following the Uniform Milepost Numbers described in Part II of this appendix).
 - b. Subdivision.
 - c. Control points, such as stations (as listed in Appendix A of Amtrak's Complaint), and non-passenger skeleton "stations."
 - d. Where your hosting, ownership, operating, dispatching, servicing, or leasing of the Sunset Limited begins and ends.
 - e. Single-track territory with mileage identified.
 - f. Double-track territory with mileage identified.
 - g. Passing sidings on single-track territory:
 - 1. Under or equal to 10,000 feet in length, with mileposts identified.
 - 2. Over 10,000 feet in length, with mileposts identified.
 - h. Passing sidings on double-track territory:
 - 1. Under or equal to 10,000 feet in length, with mileposts identified.
 - 2. Over 10,000 feet in length, with mileposts identified.

Response: CN is producing a map of the Segment, in PDF format, at CN_000019. CN is also producing a GIS map of the Segment in in electronic KMZ format,⁴ at CN_000020. The native KMZ file has an embedded zoom function that can be utilized to view portions of the Segment in greater detail. The maps identify the information requested by Request Numbers 4(a) through 4(e). The Segment is entirely single-track. No double-track exists on this segment,

⁴ Line colors on CN's KMZ format map follow the color code track legend used on CN's overall Segment map, with one exception. Because CN's KMZ software does not allow for dashed lines, the Sunset Limited route on the KMZ format map is delineated by a solid yellow line instead of a dashed yellow line.

and there are no passing sidings. Thus, there is no information responsive to Request Numbers 4(f) through 4(h).

CN is also providing in PDF format three larger-scale maps of the western (near East Bridge Junction), middle (around the Long Crossover), and eastern (near Southport Junction) portions of the Segment, at CN_000021, CN_000022 and CN_000023, respectively. These three maps show in greater detail the track structure, locations of hand-offs between carriers, and areas of dispatching responsibility.

Additional information concerning the hand-offs and dispatching procedures for the Sunset Limited trains is provided in CN's Responses to Request Numbers 12 and 16, below.

5. **Passing Sidings.** On a map, identify all passing sidings on portion(s) of the Sunset Limited's route that you hosted, owned, operated, dispatched, served, and/or leased the during the Relevant Period. Identify any passing siding that was not long enough to accommodate one or more train(s) that traveled past that passing siding during the Relevant Period.

Response: The Segment did not include any passing sidings during the Relevant Period.

6. **Sidings and train length.** How many freight trains traveled on portion(s) of the Route you host, own, operate, dispatch, serve, or lease during the Relevant Period, that could not fit into passing sidings that the train traveled past?

Response: The Segment did not include any passing sidings during the Relevant Period.

Accordingly, there were no freight trains on the Segment during the Relevant Period that could not fit into passing sidings that they traveled past.

7. **Amtrak delays and siding length.** List each instance during the Relevant Period, where passing siding length (i.e., when a freight train could not fit onto passing siding due to a lack of length) resulted in an Amtrak train being stopped or slowed on portion(s) of the Route that you host, own, operate, dispatch, serve, or lease. Identify the schedule skeleton segment or skeleton-station involved, and the Amtrak train number affected, with date of departure from origin terminal.

Response: The Segment did not include any passing sidings during the Relevant Period. Accordingly, there were no instances during the Relevant Period in which passing siding length resulted in an Amtrak train being stopped or slowed on the Segment.

8. **Passing sidings or double-track removed.** Between October 1, 2016, and December 8, 2022, did you remove or shorten any passing sidings or double-track segments on portions of the Sunset Limited that you host, own, operate, dispatch, serve, or lease? If so, describe the location of such sidings or double-track segments, the sidings' or double-track segment's original length (and new length, if shortened), and the circumstances leading to their removal.

Response: During the period October 1, 2016, and December 8, 2022, CN did not remove or shorten any passing sidings or double-track segments on the Sunset Limited.

9. **Passing sidings blocked or unavailable.** Provide a list of each instance during the Relevant Period where a passing siding on a portion of the Sunset Limited that you hosted, owned, operated, dispatched, served, and/or leased was unavailable for meeting or passing trains for five consecutive days or longer. This list should clearly identify each passing siding in a way that corresponds with at least one map submitted in response to this Appendix. The list should also include the date range that each passing siding was blocked or otherwise unavailable, and a reason for the unavailability; for example, stored cars causing a blockage, maintenance, or track condition.

Response: The Segment did not include any passing sidings during the Relevant Period. Accordingly, there were no passing sidings on the Segment during the Relevant Period that were unavailable for meeting or passing trains.

10. **Freight train speeds.** For each of your segments where the Sunset Limited operates, provide the actual average freight train speed between each successive pair of control points during the Relevant Period. Provide notation of any equalization calculations used with any calculations.

Response: CN does not collect or maintain the requested information in the regular course of business, and therefore does not have such data for the Relevant Period.

Improving Service, Quality, and On-time Performance.

- 11. Plans for improving passenger OTP.** Provide a narrative and any relevant documents explaining any measures or plans you have for improving passenger service and on-time performance of Amtrak trains.

Response: NOPB, which leases the Segment from CN and is responsible for maintaining most of it, just this year completed a project that improved track speeds for the Sunset Limited Service and the City of New Orleans Service (which also travels over the Segment). NOPB completed tie replacements and surface improvements on the Segment increasing maximum track speeds to 25 miles per hour for nearly all of the Segment, except for that portion at the CPKC Diamond (MP A908.65) which is maintained by CPKC and where, due to the condition of the diamond, maximum track speeds are limited to 10 miles per hour.

CN and Amtrak are jointly considering other projects intended to reduce Amtrak delays and improve the fluidity of lines used by Amtrak. They are engaged in ongoing discussions regarding the possible installation by CN (with Amtrak funding) of positive train control (“PTC”) on the portions of CN’s McComb Subdivision used by the Sunset Limited Service and City of New Orleans Service.⁵ The installation of PTC would provide an added safety overlay for the operation of Amtrak’s passenger trains.

In another project designed to benefit Amtrak’s City of New Orleans Service, CN has been working with Amtrak to replace manual switches on track used by Amtrak near Memphis, Tennessee, with dual-tone multifrequency (“DTMF”) switches. DTMF switches are activated by radio signals and will therefore eliminate delays that Amtrak’s City of New Orleans trains now incur when they must stop to allow their crews to throw the switches by hand. Once installed,

⁵ FRA granted a Main Line Track Exclusion Addendum (known as “MTEA”) exception for this segment pursuant to 49 C.F.R. § 236.1019.

the DTMF switches will help reduce delays for Amtrak's trains. Amtrak would provide funding, while CN would undertake responsibility for the design, fabrication, and installation of the new switches. CN would then maintain the new switches at its own expense.

Preference.

- 12. Dispatching protocols.** Explain your dispatching protocols on the portion(s) of the Route for which you provide dispatching. Produce documentation about your dispatching procedures used during the Relevant Period. Include standard operating procedures, employee training manuals, guidelines, instructions, and other relevant material.

Response: The judgments made by CN dispatchers entail making predictions under uncertain and rapidly changing conditions. This requires exercising professional deliberation, informed by experience and local knowledge. Those judgments cannot readily be reduced to a handbook of formulas and protocols, and CN does not provide its dispatchers with any such handbook, nor does it dictate a general set of protocols, beyond establishing dispatching priorities by train type. Instead, dispatchers at CN learn how to make these judgments primarily by observing and being guided by experienced dispatchers, and their formal training is aimed at enabling them to understand how to make appropriate decisions under fluid circumstances, rather than at instructing them what decisions to make under a series of scenarios, or providing them with a decision tree to determine their dispatching choices. As discussed in Response to Request Number 1, however, CN is party to the written protocols that apply to UP's dispatching and control of the East Bridge Junction Interlocking. CN is producing the following responsive documents:

- [49 C.F.R.] Part 243 Report: RTC Rules US, at CN_000024-000026;
- Rail Traffic Controller Training – OJT Roles, Responsibilities, and Tasks, at CN_000027-000036;
- Rail Traffic Controller Initial Training Day at a Glance, at CN_000037-000053; and
- US – 3 Year Recertification Program at a Glance, at CN_000054-000060;

- RTC Manual No. 6, at CN_000061-000086;
- U.S. OPERATING RULES, No. 12, at CN_000087-000151; and
- U.S. OPERATING RULES, No. 13, at CN_000152-000266.

CN dispatchers are instructed to give – and in fact diligently and consistently do give – the highest priority to Amtrak trains, followed by intermodal trains, then merchandise trains, then local trains. Dispatchers are continuously monitored by their supervisors to ensure that they abide by those priorities and that they take safe and reasonable measures to avoid unnecessary delays to Amtrak trains. There is an ongoing and continuous dialogue between dispatchers, chiefs, and management to ensure that the entire team is implementing best practices to prioritize Amtrak trains without compromising safety and while maintaining overall network fluidity. Dispatchers are strongly encouraged to, and regularly do, “escalate” issues to their superiors as they arise if and when it appears that an Amtrak train will be delayed. CN’s dispatchers regularly hold freight trains to give priority to an Amtrak train, even when doing so entails delays to freight trains that are significantly longer than the delay avoided by prioritizing the Amtrak train, and even when those freight train delays adversely impact operations down the line.

13. **Computer/automated dispatching.** Produce documentation about any computer assisted dispatching used during the Relevant Period on the portion(s) of the Route for which you provided dispatching. This includes automated dispatching and any time a computer provided a recommendation.

Response: CN dispatchers did not use automated dispatching software or computer-generated recommendations to make dispatching decisions during the Relevant Period.

14. **Dispatching algorithms.** Explain the rule(s)/algorithm(s) programed into any computer system that either determines dispatching or recommends dispatching solutions; include a decision tree explaining how the program makes its decisions.

Response: See Response to Request Number 13.

15. **Train length and priority.** To what extent, if any, does train length impact a train's priority under your dispatching protocols?

Response: As stated in the Response to Request Number 12, CN does not have formal general dispatching protocols. It does prioritize trains for purposes of dispatching (with Amtrak's trains receiving the highest priority), but those priorities are not based on train length.

16. **Coordination with other railroads.** Describe the procedures used to coordinate the handoff of Amtrak trains on the Sunset Limited to other railroads.

Response: The westbound Sunset Limited train (Train No. 1) is scheduled to originate at 9:00 AM Central Time every Monday, Wednesday, and Saturday at New Orleans Union Passenger Terminal, and to arrive at 9:15 AM central time at Southport Junction (milepost A908.7), where it moves from City/Amtrak's line to CN's line.⁶ Before 9:00 AM Central Time on those days, CN has a signal waiting for Train No. 1 at Southport Junction, reserving the Segment for that train. About 10 minutes before the expected arrival of Train No. 1 at Southport Junction, the CN dispatcher puts in a request to UP to prioritize that train and issue a signal for it to enter the East Bridge Junction Interlocking. The CN dispatcher does so by selecting an option on their dispatching screen, which causes a prompt to display on the UP dispatcher's screen, signaling to the UP dispatcher that a priority Amtrak train is approaching East Bridge Junction

⁶ CN understands that the City owns some or all of the track or right-of-way east of Southport Junction on which the Sunset Limited travels. See Amtrak's Response to the Board's September 12, 2023 Order, filed Sept. 22, 2023, at 1; *Illinois Central R.R. Co.—Trackage Rights Exemption—The City of New Orleans, LA*, FD 34196, slip op. at 1 (STB served June 7, 2002) (granting CN trackage rights for a rail line owned by the City of New Orleans from a point "near Southport Junction interlocking to Union Passenger Terminal").

on CN and that UP, in accordance with EBJ Protocol, should give that train priority in the queue of trains approaching the interlocking.

Once the UP dispatcher acts and lines a signal for Train No. 1, the signal remains active for 20 minutes. If the train has not arrived by the end of that time, the signal times out, and UP may dispatch other trains. Accordingly, by approximately 9:10 AM Central Time, if CN has no indication that Train No. 1 is approaching Southport Junction, CN's dispatcher typically calls Amtrak to find out when the train is expected to arrive. If Amtrak indicates that the train will be delayed only by 10 minutes or so, the CN dispatcher will call the UP dispatcher, cancel the current priority request, and indicate that CN will issue a new priority request, starting a new 20-minute clock. If Train No. 1 will be significantly delayed, CN will cancel the current priority (if it has not already expired) and resend the priority signal to UP at an appropriate time based on when Amtrak indicates Train No. 1 will be arriving on CN's line. After Train No. 1 has moved over the Segment and, after receiving clearance from UP, passed through the East Bridge Junction Interlocking, it proceeds onto the NOPB line leading to the Huey P. Long Bridge.

The eastbound Sunset Limited train (Train No. 2) is scheduled to approach CN's track around 7:00 PM Central Time on Tuesdays, Fridays, and Sundays, but it is often late. CN's dispatcher generally receives notice from Amtrak when the train is at the last passenger station preceding the Segment (Schriever, LA), but that train must still travel over 1½ hours before arriving at East Bridge Junction. CN's dispatcher therefore typically monitors the "Track Your Train" map on Amtrak's website, in order to anticipate the arrival of Train No. 2 and prepare for its arrival. Once Train No. 2 arrives at East Bridge Junction, the UP dispatcher sends CN a notice requesting a signal that will allow Train No. 2 to proceed onto the CN-dispatched portion of the Segment. At milepost A906.5, Train No. 2 moves from NOPB's track onto CN's track

(but still within the limits of the UP-dispatched East Bridge Junction Interlocking), and at milepost A906.85, it moves off the interlocking onto the CN-dispatched portion of the Segment. CN's dispatcher then requests from Amtrak a signal that will permit the train to proceed onto City/Amtrak track east of Southport Junction. Once Amtrak provides that signal, Train No. 2 continues its journey towards the terminus of the Sunset Limited Service.

Respectfully submitted,

/s/ David A. Hirsh

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September 25, 2023

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(per July 11, 2023 STB Decision, Instruction 5c, at pp. 22-23)

BegBates	EndBates	Request No(s)	Description	File Name
CN_000001	CN_000018	1 12 16	CONFIDENTIAL: 2019 Amendment to a 1935 Interlocking Agreement between the predecessors of CN, KCS, and NOPB that governs the East Bridge Junction Interlocking	CN_000001.pdf
CN_000019		4	Map of the Segment	CN_000019.pdf
CN_000020		4	Map of the Segment (KMZ version)	Map_of_the_Segment.kmz
CN_000021		4	Map of the western portion of the Segment (near East Bridge Junction)	CN_000021.pdf
CN_000022		4	Map of the middle portion of the Segment (around the Long Crossover)	CN_000022.pdf
CN_000023		4	Map of the eastern portion of the Segment (near Southport Junction)	CN_000023.pdf
CN_000024	CN_000026	12	CONFIDENTIAL: [49 C.F.R.] Part 243 Report: RTC Rules US	CN_000024.pdf
CN_000027	CN_000036	12	CONFIDENTIAL: Rail Traffic Controller Training – OJT Roles, Responsibilities, and Tasks	CN_000027.pdf
CN_000037	CN_000053	12	CONFIDENTIAL: Rail Traffic Controller Initial Training Day at a Glance	CN_000037.pdf
CN_000054	CN_000060	12	CONFIDENTIAL: US – 3 Year Recertification Program at a Glance	CN_000054.pdf
CN_000061	CN_000086	12	CONFIDENTIAL: RTC Manual No. 6	CN_000061.pdf
CN_000087	CN_000151	12	U.S. Operating Rules No. 12	CN_000087.pdf
CN_000152	CN_000266	12	U.S. Operating Rules No. 13	CN_000152.pdf

VERIFICATION

I, Michael A. Matteucci, certify under penalties of perjury that I am Senior Director – Interline Services for Canadian National Railway Company and its subsidiaries (including Illinois Central Railroad Company), that I have read the foregoing Response of Illinois Central Railroad Company to Surface Transportation Board’s Interrogatories and Document Requirements and that the facts stated therein are true as stated. I further declare under penalties of perjury that I am qualified and authorized to make this certification on behalf of Illinois Central Railroad Company and its affiliates.

Executed on September 25, 2023.



Michael Matteucci

CERTIFICATE OF SERVICE

I, Shannon Y. Shin, an attorney, hereby certify that on September 25, 2023, the foregoing Response of Illinois Central Railroad Company to Surface Transportation Board's Interrogatories and Document Requirements, and documents produced in response to those same Interrogatories and Document Requirements, were served by email upon the parties of record.

/s/ Shannon Y. Shin
Shannon Y. Shin