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Office of Chief Counsel
November 17, 2026
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VIA E-FILING

Chief of Case Administration
Office of the Chief Counsel
Surface Transportation Board
395 E Street, SW
Washington, DC 20423

Re: STB Docket No. FD 36873 *Union Pacific Corporation and Union Pacific Railroad Company—Control—Norfolk Southern Corporation and Norfolk Southern Railway Company*

Dear Chief of Case Administration:

Attached for e-filing is the public version of the Comments and Request for Conditions for New Jersey Transit Corporation ("NJ Transit") in the above-referenced proceeding. A Highly Confidential version of this filing is also being submitted for individuals who have executed the protective order in this proceeding.

If you have any questions please do not hesitate to contact me.

Sincerely,

Ayelet Hirschkorn
Attorney at Law

Counsel for New Jersey Transit Corporation

Enclosures

BEFORE THE
SURFACE TRANSPORTATION BOARD

FD NO. 36873

UNION PACIFIC CORPORATION AND UNION PACIFIC RAILROAD COMPANY
—CONTROL—
NORFOLK SOUTHERN CORPORATION AND NORFOLK SOUTHERN RAILWAY COMPANY

COMMENTS AND REQUEST FOR CONDITIONS OF NEW JERSEY TRANSIT CORPORATION

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BEFORE THE
SURFACE TRANSPORTATION BOARD

FD NO. 36873

UNION PACIFIC CORPORATION AND UNION PACIFIC RAILROAD COMPANY
—CONTROL—
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COMMENTS AND REQUEST FOR CONDITIONS OF NEW JERSEY TRANSIT CORPORATION

Pursuant to 49 U.S.C. § 11325 and Decision No. 30 in the above-captioned proceeding, New Jersey Transit Corporation ("NJ TRANSIT") hereby submits comments and requests for conditions on the proposed acquisition of control (the "Transaction") of Norfolk Southern Corporation and Norfolk Southern Company ("NS") by Union Pacific Corporation and Union Pacific Railroad Company ("UP"; collectively, the "Applicants").

At the heart of the Application[1] in this proceeding is the growth of intermodal traffic over routes that would currently require two carriers, including the introduction of several new trains between the Northeastern United States and locations in the West and Southwest. The anchor for many of those routes is northern New Jersey, where NS uses the Lehigh Line, Croxton Intermodal Yard ("Croxton Yard"), and other facilities in the North Jersey Terminal[2] to serve the New York metropolitan area. The Application's claimed benefits are premised on a shift of intermodal traffic

[1] For simplicity, this Comment uses "Application" to mean the Amended Application filed on April 30, 2026, as since supplemented and revised by the Applicants.

[2] The North Jersey Terminal encompasses the terminal area approximately corresponding to the North Jersey District of Conrail Shared Asset Operations. It includes numerous lines, branches, yards, intermodal terminals, and other facilities.

from truck to rail that will justify the introduction of six new trains to and from Croxton Yard, at least four (and often all) of which will travel on the Lehigh Line to Croxton Yard. However, the Applicants have not proven that their proposal is in the public interest, particularly in northern New Jersey.

Northern New Jersey is also where NJ TRANSIT operates most of its commuter rail service. While there are several links between the freight and passenger rail networks and NS and NJ TRANSIT trains share track in a number of locations, one line, the Lehigh Line, is particularly significant. The Conrail-owned portion of the Lehigh Line both hosts a major NJ TRANSIT commuter rail service and is NS's principal access route to the North Jersey Terminal and Croxton Yard. *See* Map (attached hereto as Exhibit 1). A six-mile segment of the Lehigh Line hosts NJ TRANSIT's Raritan Valley Line, over which an average of 54.1 NJ TRANSIT trains carry 14,150 passengers travel each weekday, making it an intensively utilized rail line. Verified Statement of Richard Wisneski ¶ 15 (hereinafter "Wisneski V.S.") (attached hereto as Exhibit 2); Verified Statement of Asim Zaman ¶ 7 (hereinafter "Zaman V.S.") (attached hereto as Exhibit 3). The Raritan Valley Line was even busier prior to the COVID-19 pandemic, and carried 22,200 riders per weekday in 2019. Wisneski V.S. ¶ 15.

NS operates 14.9 road trains per day over that segment of the Lehigh Line, plus local trains, representing the majority of freight traffic. Electronic App'x E, row 1372. If the merger is approved, the Applicants project a 4.3 train (29%) increase in their traffic over a section of the Lehigh Line (the "Shared Segment") shared by NJ TRANSIT, NS, CSX Transportation ("CSX"), and Conrail Shared Assets Operations ("CSAO" or "Conrail"), which owns and dispatches the portion of the Lehigh Line that includes the Shared Segment. Electronic App'x M, row 1371.

Over recent years, freight train interference has become an increasing problem on the Raritan Valley Line due to traffic on the Lehigh Line. The growth in freight operations on the Lehigh Line under the Growth Plan is almost certain to worsen the problem, threatening the public interest. The Board must, accordingly, closely scrutinize the impacts to NJ TRANSIT on the Lehigh Line and throughout northern New Jersey in its evaluation of the Application. Passenger rail is an essential service that undergirds the local and national economy, as the Board has recognized. *See Can. Pac. Ry.—Control—Kan. City S.*, FD 36500, slip op. at 149 (STB served Mar. 15, 2023). Where, as here, a proposed merger threatens to disrupt established passenger rail services and prevent a commuter railroad from serving the present and future needs of its customers, the Board must not approve that merger unless those harms can be mitigated by specific conditions.

Accordingly, to address those concerns, NJ TRANSIT seeks the following conditions:

- restrictions on new freight operations during NJ TRANSIT's peak period;
- measurable performance standards for NJ TRANSIT operations with automatic enforcement mechanisms, including mitigation plans as well as penalties, when those standards are not met;
- long-term monitoring programs and efficient, effective dispute resolution procedures should freight traffic fail to meet performance standards and adversely affect NJ TRANSIT operations;
- commitments to capacity improvements on the Lehigh Line, the Port Reading Secondary Line, and in the North Jersey Terminal area, including Croxton Yard; and
- the preservation of the existing CSAO operating and structural framework.

Because the merger is not in the "public interest" and will have a deleterious effect "on the adequacy of transportation to the public," 49 U.S.C. § 11324(b), the Board should not approve the merger if these conditions are not imposed.

I. BACKGROUND

NJ TRANSIT is a statutorily created body corporate in the Executive Branch of the New Jersey Government created to provide the "public and essential governmental functions" of public transportation. N.J.S.A. 27:25-4(a). NJ TRANSIT is statutorily mandated to provide "efficient, coordinated, safe and responsive public transportation . . . which promotes mobility, serves the needs of the transit dependent, fosters commerce, conserves limited energy resources, protects the environment and promotes sound land use and the revitalization of [New Jersey's] urban centers." *Id.* 27:25-2(a).

To that end, NJ TRANSIT operates commuter rail service in New Jersey, New York, and Pennsylvania. Between July 2024 and June 2025, nearly 200,000 passengers used NJ TRANSIT commuter trains and rail lines on a typical weekday, and NJ TRANSIT commuter rail services moved more than 60 million passengers, more than any commuter railroad outside of the New York metropolitan area.[3] The NJ TRANSIT rail network includes 12 commuter rail lines serving 166 stations in 116 municipalities, served by 683 daily trains per weekday.[4] NJ TRANSIT

[3] *Facts at a Glance: Fiscal Year 2025*, N.J. Transit, https://content.njtransit.com/sites/default/files/FY25%20FACTS%20AT%20A%20GLANCE%201st%20Draft.pdf (last visited Nov. 13, 2026); Am. Pub. Transp. Ass'n, Public Transportation Ridership Report: Fourth Quarter 2025 at 5–6 (Feb. 20, 2026), https://www.apta.com/wp-content/uploads/2026/03/2025-Q4-Ridership-APTA.pdf.

[4] *Facts at a Glance: Fiscal Year 2025*, N.J. Transit.

maintains 544.8 miles of track, including all of its lines excluding Amtrak's Northeast Corridor and the Shared Segment.[5]

NJ TRANSIT's operations are vital to the economy of the New York and Philadelphia regions, and therefore to the entire Northeast. A substantial portion of commuters and leisure travelers in both regions and throughout New Jersey rely on NJ TRANSIT's rail service. Surrounding highway infrastructure, including the road crossings of the Hudson River and Arthur Kill into New York City, are incapable of handling NJ TRANSIT's passenger load.

The largest segment of NJ TRANSIT's rail operations consists of providing service for 197,716 passengers on a typical weekday between points in Northern and Central New Jersey and Newark, Hoboken, and New York City.[6] Of NJ TRANSIT's 683 daily weekday trains, 276 trains operate during the morning peak period, and 250 trains operate during the evening peak period, which NJ TRANSIT defines as trains scheduled to arrive at New York Penn Station, Newark Penn Station, or Hoboken Terminal between 6:00 and 10:00 AM, or scheduled to depart from those stations between 4:00 and 8:00 PM. Zaman V.S. ¶ 13.

Unlike freight service, NJ TRANSIT's commuter service is time-critical on the scale of minutes. Passengers who use commuter rail and other forms of public transit are typically concerned principally with the speed and reliability of that service, and may abandon rail for the roads when speed and reliability suffer.[7] Every increase in delay minutes means another marginal passenger who abandons NJ TRANSIT, further clogging up the state's congested roadways and

[5] *Id.*

[6] *Id.*

[7] *See, e.g.*, TransitCenter, *Who's On Board 2016: What Today's Riders Teach Us About Transit That Works* (2016), https://transitcenter.org/publication/whos-on-board-2016/.

increasing safety risks as travelers choose a substantially less safe mode. Even a few minutes' delay can impact passengers' journeys and schedules severely, especially given that many passengers connect to other NJ TRANSIT trains, ferries, or buses, or transit services run by other public agencies to complete their journeys. Accordingly, NJ TRANSIT measures on-time performance based on a train's arrival at its destination within six minutes of its scheduled arrival time. Wisneski V.S. ¶ 11.

One of NJ TRANSIT's lines, the Raritan Valley Line, operates service between High Bridge, New Jersey, and Newark Penn Station, New Jersey, with select trains continuing to or originating in Hoboken or New York. The Raritan Valley Line uses the Shared Segment between CP Aldene in Roselle Park, New Jersey, at Milepost 16.9, and CP Newark in Newark, New Jersey, at Milepost 11.4. Wisneski V.S. ¶¶ 7, 15. In the Shared Segment, the Raritan Valley Line shares track with Norfolk Southern, CSX, and Conrail trains running on the Lehigh Line, which is owned and dispatched by Conrail. *Id.* ¶ 15. Immediately east of the Shared Segment, the Raritan Valley Line joins the Northeast Corridor to reach Newark Penn Station. *Id.* There are two NJ TRANSIT stations directly on the Shared Segment, and every other station served exclusively by the Raritan Valley Line is west of the Shared Segment, meaning that every Raritan Valley Line passenger must travel over the Shared Segment to reach Newark, Hoboken, or New York. See Exhibit 1. Accordingly, NJ TRANSIT carries 14,150 passengers on a typical weekday and 4.4 million passengers per year over the Lehigh Line. Wisneski V.S. ¶¶ 10, 15.

The Lehigh Line is also a central focus of the Application. The Applicants intend to introduce a new intermodal train pair between Los Angeles and Croxton under the Optimized Plan, and three new daily intermodal train pairs between Croxton and Lathrop, City of Industry, and Laredo under the Growth Plan, for a purported maximum of six new trains daily. UP-39/NS-37,

at 2-692 to 2-693, 2-722 to 2-731. Each of these trains will need to access the North Jersey Terminal, as reflected in the Operating Plan. *Id.* The result will be a nearly 50% increase in the number of NS trains per day running over the NS portions of the Lehigh Line, and a nearly 30% increase in freight trains running over the Shared Segment. Specifically, under the Growth Plan, 19.2 NS and Conrail trains will run on the Shared Segment, compared to 14.9 trains today. Electronic App'x E, Row 1372; Electronic App'x M, Row 1371. Those figures do not include local trains: accounting for local trains, {[redacted]} NS trains run on the Shared Segment today, and {[redacted]} will under the Growth Plan. Workpaper "Conrail Lehigh Line – Highly Confidential," tab "MultiRail Growth Scenario." Additionally, the Applicants project they will send 6.0 trains, rather than today's 2.6, over the Port Reading Secondary, a lesser-used single-track rail line connecting the Lehigh Line to other portions of the North Jersey Terminal, and those trains may frequently need to be rerouted over the Shared Segment, as discussed *infra*. Electronic App'x E, Row 1483; Electronic App'x M, Row 1481.

NJ TRANSIT operates on the Lehigh Line pursuant to an easement for passenger operations over Conrail property and a trackage rights agreement with Conrail (the "Trackage Rights Agreement"), which owns and dispatches the eastern portion of the Lehigh Line. The Trackage Rights Agreement provides that the Lehigh Line between Milepost 10.8 and Milepost 16.9, a segment that includes CP Newark, CP Aldene, and the Shared Segment in between them, is a "Conrail Rail Property" in "Category CFP," meaning that Conrail owns the line and the line is used by both freight and passenger trains. Trackage Rights Agreement Between New Jersey Transit Corporation, New Jersey Transit Rail Operations, Inc., and Consolidated Rail Corporation (hereinafter "Trackage Rights Agreement"), § 1.01(c), Ex. 2 (Oct. 1, 1984) (attached hereto as Exhibit 4). NJ TRANSIT maintains facilities used solely for passenger operations on the Lehigh

Line, while Conrail performs other maintenance. *Id.* §§ 2.03(a), 4.04(a). Conrail establishes overall policies governing the maintenance, management, and operational control of the Lehigh Line, including determining the level of maintenance necessary and setting dispatching and control policies for all trains, provided that NJ TRANSIT passenger trains take preference over all other train movements. *Id.* §§ 3.02(a), (b), 4.04(a), (c).

This arrangement arose out of a historical bargain under which NJ TRANSIT assumed Conrail's unprofitable passenger service. The Lehigh Line and its passenger service were acquired by Conrail pursuant to the Final System Plan, under the 3R Act. 1 Final System Plan 46, 282. Conrail's passenger service proved financially unsustainable without government support. *See Amtrak v. SEPTA*, 56 F.4th 129, 132–33 (D.C. Cir. 2022). The Northeast Rail Service Act of 1981 directed Conrail to convey to NJ TRANSIT and other commuter authorities rail properties that were used or useful for passenger service, while retaining trackage rights to provide freight operations, thereby allowing Conrail to become a profitable business. *See id.*

Today, NS has 58% equity ownership of Conrail, and the remaining 42% is held by CSX. *CSX Corp.—Control & Op. Leases/Agreements—Conrail Inc.*, 3 S.T.B. 196, 247 (1998). Each railroad controls half of the seats on Conrail's board of directors, and jointly control the company. Shared Assets Area Operating Agreement for North Jersey ("SAA Op. Agr.") § 2(a) (June 1, 1999) (attached hereto as Exhibit 5). That bare fact, however, understates NS's control of Conrail, especially as it pertains to capital investments. Conrail operates for the exclusive benefit of CSX and NS. *Id.* Recitals. Operating Protocols require consent from both CSX and NS to modify. *Id.* § 3(e). Conrail dispatching policies and priorities must be approved by its board, which effectively means they must be approved by CSX and NS. *Id.* § 3(j). Conrail has no independent authority to establish these procedures.

NS and CSX have particular control over Conrail's capital investments. Conrail capital investments are carried out {[redacted]}. Deposition of Michael R. McClellan at 418–19 (Oct. 9, 2026) (attached hereto as Exhibit 6). But each railroad has an incentive to prioritize investments in their own infrastructure and to minimize investment in Conrail, rather than funding capital improvements that will benefit both itself and its competitor. That dynamic is problematic for NJ TRANSIT, which uses Conrail infrastructure for Raritan Valley Line service, Wisneski V.S. ¶¶ 25–26, and therefore must rely on capital investments by railroads that may be disincentivized to make them. Further, following the Transaction, the Applicants will have the incentive to minimize investment in Conrail facilities to focus on maximizing the merged railroad's longest haul. This potential effect would destabilize the delicate structure and balance within the Shared Asset Areas, defeating the purpose of a neutral Conrail as envisioned in and as was central to NS's and CSX's acquisition of Conrail in 1998.

II. THE TRANSACTION IS NOT CONSISTENT WITH THE PUBLIC INTEREST.

The Board cannot approve the Transaction without conditions protecting NJ TRANSIT because it is not consistent with the public interest and because it will harm the adequacy of existing transportation options in New Jersey. Where the impacts to a passenger rail system threaten to be as severe as those here, the public interest is threatened.

A. Impacts to NJ TRANSIT Are a Key Component of the Public Interest.

The effect of a proposed merger on passenger rail is an integral component of the Board's analysis. When reviewing a merger or control application involving two Class I railroads, the Board is directed to consider, among other factors, "the effect of the proposed transaction on the adequacy of transportation to the public," including transportation of "passengers . . . by rail," and

to approve the application only if "the transaction is consistent with the public interest." 49 U.S.C. §§ 10102(9), 11324(b), (c). The Board has accordingly recognized that "essential freight, passenger, and commuter rail services" must be "preserved wherever feasible," with "essential" defined by the existence of "sufficient public need for the service" and a lack of "adequate alternative transportation." 49 C.F.R. § 1180.1(c)(2)(ii). Mergers must "strengthen, not undermine, the ability of the rail network to advance the nation's economic growth and competitiveness." *Id.* The Board has also envisioned a role for passenger rail in the "problem resolution" schemes devised by applicants. *Id.* § 1180.1(h)(3).

A recent decision confirms the importance of passenger rail to the public interest. In *Union Pacific R.R. Co. v. STB*, 191 F.4th 585 (8th Cir. 2026), the United States Court of Appeals for the Eighth Circuit recognized that "commuters . . . are analogous to the shipping public," *id.* at 591. The Board's consideration of "[t]he quality of service" must therefore extend to passenger service. 49 C.F.R. § 1180.1(h)(1). The Board should consider the impact of the Transaction on the delivery of adequate rail service to NJ TRANSIT's passengers. *See Union Pacific*, 191 F.4th at 591. Just as the effects of the merger on shippers must be alleviated, the effects of the merger on rail passengers must be addressed too.

That is particularly imperative in NJ TRANSIT's case because the Raritan Valley Line, like all NJ TRANSIT service, is an "essential" rail service. The Raritan Valley Line carries 14,150 passengers per day, either directly or by connections, most of whom will cross the Hudson River. Wisneski V.S. ¶ 15. Forcing those passengers to travel by alternate means would be impossible. It would add thousands of cars to congested roadways that have no excess capacity.[8] Indeed, the

[8] The alternative route for almost all Raritan Valley Line stations is US-22, a congested arterial road with four lanes for much of its relevant span and traffic lights along the route. *See, e.g.*, https://njdot.public.ms2soft.com/TDMS.UI_Core/TrafficViewer/aadt/3-9-655.

essential nature of NJ TRANSIT rail service was apparent in 2025, when NJ TRANSIT locomotive engineers conducted a labor action that stopped rail service for four days, forcing NJ TRANSIT to develop a contingency plan involving its bus fleet that could only carry a small fraction of train commuters, relying upon the region's other transit providers, and prompting NJ TRANSIT to urge commuters to work remotely if possible.[9] Moreover, pre-pandemic ridership levels suggest that ridership could grow significantly, compounding these problems.

Accordingly, the Board must ensure that the Raritan Valley Line is preserved as a viable option for commuters and local travelers. To be a viable option, the Raritan Valley Line must get NJ TRANSIT passengers to their destinations in a time-competitive and reliable manner. On-time performance is key, as most Raritan Valley Line trips require transferring to another NJ TRANSIT train at Newark Penn Station.

B. The Transaction Is Not Consistent with the Public Interest.

The Transaction would harm the public interest and undermine the adequacy of transportation to New Jersey residents, and must therefore not be approved without conditions.

The Transaction will cause severe delays to passengers on the Raritan Valley Line. As described more fully in Part III, when more trains are present on a line, delays are likely to occur. Adding trains to the Shared Segment, especially during busy peak periods, will disrupt NJ TRANSIT operations and lead to freight train interference. Other disruptions throughout the North Jersey Terminal area could compound the problems on the Shared Segment, resulting in even greater delays.

[9] Patrick McGeehan, *What to Know About the New Jersey Transit Strike*, N.Y. Times (May 13, 2025), https://www.nytimes.com/2025/05/13/nyregion/nj-transit-strike.html.

The Applicants' attempts to show otherwise neither meet the burden set out explicitly by the Board nor address these defects. Part IV of these comments shows that the Applicants have not performed standard modeling, and instead used inapposite and inconsistent data and analysis leaving clear gaps in their Application. The Applicants have not proposed schedules, despite the critical nature of timing in accommodating passenger and freight operations jointly, as the Board has highlighted. *See* Decision No. 21 at 32.[10] The Applicants have suggested conclusions that are contradicted by operational experience and common sense. And the Applicants have submitted certain inconsistent data, raising questions about what their plans actually entail.

Furthermore, ensuring adequate service on the Raritan Valley Line requires ensuring there are adequate backup plans for when service deteriorates, but the Applicants have no such plans. The Applicants have demonstrated an understanding that shippers need some way to address merger-related complaints and harms, even if the content of that dispute resolution scheme is disputed. Similarly, NJ TRANSIT must be able to easily invoke a quick and meaningful dispute resolution procedure to address harms to its essential service, and the Applicants must prepare contingency plans addressing potential disruptions in the North Jersey Terminal that affect NJ TRANSIT service. But the Applicants have not done so, instead relying on unpersuasive assurances that NJ TRANSIT will not be harmed.

Additional freight trains will cause further delays to passenger service. The Applicants have refused to mitigate or address that impact. The transaction is therefore not consistent with the public interest and will undermine the adequacy of transportation to the public.

[10] Where these Comments refer to a Decision with only a number, NJ TRANSIT refers to a decision in this proceeding, FD 36783.

III. THE TRANSACTION WILL CAUSE FREIGHT TRAIN INTERFERENCE THAT WILL SIGNIFICANTLY DELAY NJ TRANSIT OPERATIONS.

From NJ TRANSIT's perspective, the fundamental problem with the planned transaction is that the additional freight trains that the Applicants plan to add to the Lehigh Line will materially interfere with NJ TRANSIT operations, causing significant delays to Raritan Valley Line passengers on a service that is already experiencing increasing delays as a result of freight rail interference.

NJ TRANSIT's analysis of past delays and sensitivity analysis projecting the impacts of additional freight trains show that adding additional freight trains to the Shared Segment, which is already crowded and experiencing delays, will further delay passenger trains if appropriate steps are not taken to prevent freight train interference caused by the Transaction, including by restricting operations during NJ TRANSIT's peak periods. That problem is exacerbated by the Applicants' overly optimistic plans for the remainder of the North Jersey Terminal, including the Port Reading Secondary and Croxton Yard. By relying on constrained infrastructure or stretching facilities past their breaking point, the Applicants threaten to send more trains down the Lehigh Line or strand them there, causing additional delays to NJ TRANSIT passengers.

The Applicants' claims otherwise are of limited value. The Applicants have put forward no RTC modeling or similarly detailed study that grapples with the actual conditions on the Lehigh Line, instead relying on generalized, implausible assertions about the relationship between freight rail and passenger rail based on data collected in materially different operating environments from the Shared Segment. Throughout this proceeding, wherever the Board and NJ TRANSIT have sought more data or explanation to support the Applicants' promises, the Applicants have demonstrated that they have little specific to offer. Nor have the Applicants put forward any

proposal for dealing with the likely impacts to NJ TRANSIT. They have instead waved away the problems of freight train interference.

Given the dearth of specific evidence from the Applicants and the results of NJ TRANSIT's analysis, the Board must presume and conclude that approval of the merger without conditions will result in greater freight train interference on the Raritan Valley Line and significant delays to NJ TRANSIT passengers, and will therefore have negative effects on the public interest and the adequacy of passenger transportation.

A. NS's Operations on the Lehigh Line Already Interfere with NJ TRANSIT Operations.

NS's operations on the Lehigh Line already cause delays to NJ TRANSIT operations. While NS and Conrail have historically acted to mitigate delays to passenger rail, that commitment has waned in recent years. As NJ TRANSIT's experience and data prove, the Lehigh Line already experiences poor and deteriorating operating conditions and cannot accommodate the expected post-Transaction growth in freight traffic.

This is a straightforward conclusion for NJ TRANSIT. As detailed in the Verified Statement of Richard Wisneski, increased freight traffic on an already-busy line, in the form of additional frequencies and longer trains, exacerbates operational issues, making small delays harder to recover from, increasing the risk of cascading delays, and risking greater freight train interference. Wisneski V.S. ¶¶ 28–29. Every additional train on a line increases the chance of delays due to mechanical failures or accidents. The problems are pronounced where freight operators do not carefully schedule and coordinate traffic. *Id.* Freight trains are particularly likely to delay passenger trains on a busy line if not optimally scheduled and dispatched, because they

run at lower speeds and have ever longer lengths, thus causing passenger trains to get stuck behind them. *Id.* ¶ 16.

NJ TRANSIT's historical data bear out these conclusions. As reflected in the following table, the impact of freight train interference to Traversal Time over the Shared Segment—the additional minutes the average passenger spends on the Shared Segment because of freight train interference—has gotten progressively worse in recent years:

Table 1: Traversal Time Summaries Per Year

Yr	Sensitivities	Average Traversal Time Lost per Hour *(Added passenger minutes)*	Average Weekday Ridership	Added Weekday Passenger Minutes Per Day
2024	Actual	0.99	13,550	13,415
2025	Actual	1.07	13,850	14,820
2026	Actual TT; Projected Ridership	1.29	14,150	18,254

Zaman V.S. ¶ 7. NJ TRANSIT trains crossing the Shared Segment lost 1.07 minutes per train per hour in 2025, compared to 0.99 in 2024. Although these figures seem relatively low, these values are applied to every rider per train, representing thousands of additional hours of added travel time incurred by NJ TRANSIT passengers, before any additional freight trains are introduced. These impacts are felt disproportionately during the peak period, which is the period of heaviest ridership.

Much of the deterioration in service is due to freight train interference, which has been the principal driver of increased delays. Based on NJ TRANSIT's analysis of delay data, freight trains caused a total of 152 primary delays, cancellations, and annulments across the entire Raritan Valley Line in 2025. *Id.* Freight-train interference was the most common primary cause of delay on the Raritan Valley Line based on NJ TRANSIT's delay data. *Id.* NS trains represent {[redacted]}% of total freight trains on the Shared Segment, counting local trains. *See* Workpaper "Conrail Lehigh Line – Highly Confidential."

Freight-induced delays were concentrated in the peak period, when NJ TRANSIT runs the most trains. Wisneski V.S. ¶ 17. During the peak period, 70% of all freight-caused delays, and 71% of all calculated traversal time loss, occurred on the Shared Segment in 2026. Zaman V.S. ¶¶ 14, 26. As shown in Figure [1], freight trains caused 117 minutes of delay in the 7:00 to 8:00 AM hour during 2024, and more than 100 minutes of delay in each hour from 5:00 PM to 10:00 PM, with more than 200 minutes of delay in each hour from 5:00 to 8:00 PM. *Id.* ¶ 7. This trend has only worsened with time; from January 1st to October 15th of 2026, freight-interference delay minutes during the AM peak have increased by 398% since 2024's year totals, from 192 minutes to 957 minutes, and PM peak delay minutes have increased by 43% from 760 minutes to 1,088 minutes (see Figure 2). *Id.* On-time performance was impacted too.[11] *Id.* Peak delays are particularly concerning because passengers on those trains who experience more than a few minutes of delay will miss connections and experience severely disrupted commutes, especially on the Raritan Valley Line where most passengers must connect to another train to reach New York or Hoboken. Wisneski V.S. ¶ 15.

[11] That said, the magnitude of delays demonstrates that pure on-time performance, though an important metric to analyze NJ TRANSIT's overall performance and reliability and the resilience of its network, is not the only window into customer experience: high on-time performance can mask large numbers of delay minutes.

Figure 1

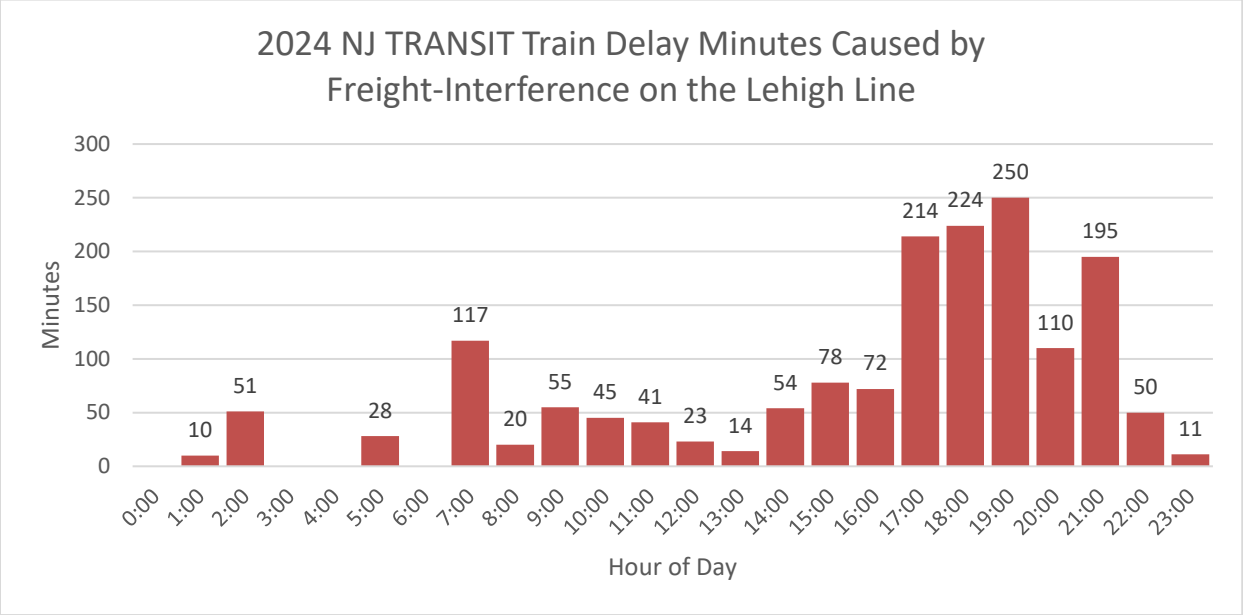
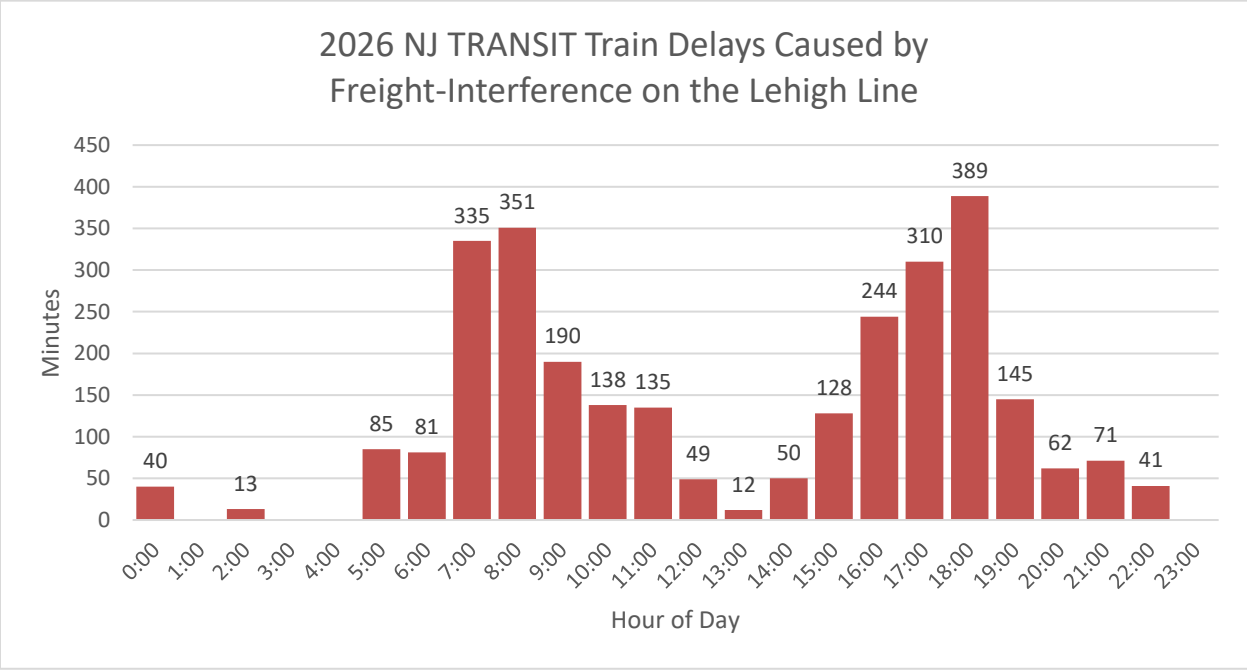


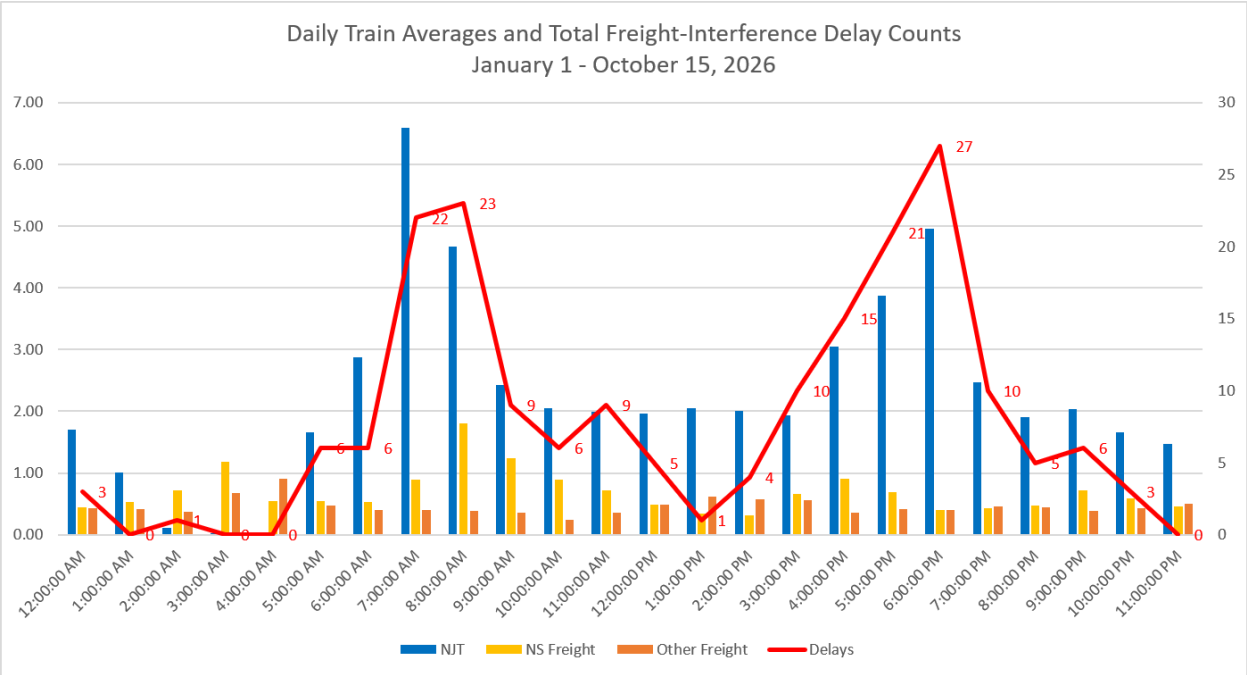
Figure 2



Further, as shown in Figure 3, delays were most prevalent when there were the largest total numbers of trains on the line. Zaman V.S. ¶ 7. Notably, the total number of freight trains was less important than the total number of trains, passenger and freight, in correlating to a greater number

of delay minutes, meaning that freight trains caused the most delay minutes to passenger trains at peak periods.

Figure 3



As freight counts increase on the Lehigh Line, NJ TRANSIT can expect to see worsening counts of delays, delay minutes, and added minutes to passengers' travel time. That is because freight trains cause significant delays to Raritan Valley Line passenger trains, more so than any other known and identified primary cause of delays on the Raritan Valley Line. Zaman V.S. ¶ 7. The problem is most pronounced during peak periods.

Two important conclusions follow. First, the Applicants' claims that the Lehigh Line is operating under its capacity, *see* UP-80/NS-78, Applicants' Second Response to Decision No. 21 ("Supp.") at 163–64, are misleading. The Lehigh Line already experiences delays because too many trains are trying to use the Shared Segment at one time or due to issues with trains entering the North Jersey Terminal. More congestion is inevitable if Applicants try to add significant new traffic during peak periods: for five days each week and for eight hours per day, the Lehigh Line

will operate at its capacity, and adding more freight trains will lead to their continued interference with passenger trains. That concern is especially pronounced during the four hours per day when NJ TRANSIT must schedule meets on the Shared Segment to accommodate its traffic. Wisneski V.S. ¶ 13 n.1. Second, NJ TRANSIT already has evidence demonstrating that the number of trains on the Shared Segment affects the performance of NJ TRANSIT trains. Increasing the number of trains even further beyond the maximum number that currently run on the Shared Segment, especially in the peak period, will have additional impacts and cause further freight train interference and additional delays to NJ TRANSIT's service.

B. Increases in Traffic Under the Growth Plan Will Exacerbate Existing Delays From Freight Train Interference.

Although NJ TRANSIT's experience gives sufficient reason for caution, NJ TRANSIT has performed a sensitivity analysis to demonstrate a straightforward point: on a line as crowded as the Shared Segment, more peak-period freight trains mean more delays. As freight traffic increases, delays will increase. This analysis shows that the Transaction, if approved without conditions, will likely cause passengers' travel time to increase, adding 4,558,041 passenger-minutes annually. Zaman V.S. ¶ 12 tbl. 2. That understates the potential impacts, because NJ TRANSIT's study does not account for the Applicants' plans at Croxton Yard and elsewhere in the North Jersey Terminal area.

1. More Freight Trains on the Raritan Valley Line Mean More Delays to NJ TRANSIT Passengers.

Despite the Applicants' arguments otherwise, it is a straightforward conclusion that more trains on a line will increase delays. When more trains are present on a rail line, there is less distance between them, and small deviations to one train's schedule can cause delays that affect

the trains around it. Although straightforward, NJ TRANSIT has conducted analysis that proves that point.

As described in the Verified Statement of Asim Zaman, NJ TRANSIT undertook a sensitivity analysis to determine the impact of the Transaction on NJ TRANSIT trains.

That model accounts for train movements and, crucially, time-of-day differences. As NS's Chief Strategy Officer admitted, {[redacted]} McClellan Depo. 429. NJ TRANSIT's analysis, unlike the Applicants', takes account of that factor, and so it is a more reliable gauge of impacts to NJ TRANSIT service than the flawed approach the Applicants took.

To conduct this study, Mr. Zaman used NJ TRANSIT's train location data based on track circuits, which record train movements across NJ TRANSIT's network. Zaman V.S. ¶ 8. Mr. Zaman used that data set to calculate the Traversal Time, meaning the amount of time that each NJ TRANSIT train took to travel between CP Aldene and CP Newark (or the reverse for westbound trains). Next, the model identified the variance between each train's scheduled Traversal Time and actual Traversal Time (the "Traversal Time Variance"). *Id.* ¶ 10. For example, if a train were scheduled to enter CP Aldene at 10:00 AM, and then enter CP Newark at 10:10 AM, but the actual entrance time at CP Aldene were 10:01 AM and 10:08 AM at CP Newark, it would have run three minutes faster than scheduled, even though it entered one minute late. Conversely, if it arrived at 9:59 AM but exited at 10:12 AM, then it would have lost 3 minutes of Traversal Time, even though it entered the Shared Segment early. *Id.* Using Traversal Time Variance rather than on-time performance at a destination allowed Mr. Zaman to isolate impacts to NJ TRANSIT trains on the Shared Segment, and to avoid other confounding factors in a train's schedule.

Having calculated each train's Traversal Time Variance, Mr. Zaman calculated an average time variance for each hour of entry onto the Shared Segment in 2024, 2025, and 2026. *Id.* For example, if a train entered the Shared Segment between 7:00 and 8:00 AM in 2024, it was likely to lose 1.77 minutes on its schedule, meaning that all passengers riding a 7:00 to 8:00 AM train in 2024 would have experienced an additional 1.77 minutes on their trip for every weekday that they rode. *Id.*

Armed with this data,[12] Mr. Zaman proceeded to model the effect of adding any number of additional passenger or freight trains to the Shared Segment at any time of day. Specifically, he grouped hours into five periods: late night hours, morning peak, midday, evening peak, and evening. *Id.* For each period, he used a least-squares regression template to calculate two "train count coefficients": one for NJ TRANSIT trains, and one for freight trains. *Id.* The freight coefficient represents the average change in Traversal Time associated with one additional freight train, after accounting for the hour of day and number of NJ TRANSIT trains; the NJ TRANSIT coefficient is the analogous value for one additional NJ TRANSIT train. *Id.* Mr. Zaman's analysis selected coefficients that minimized the overall difference between the model's predicted Traversal Time Variance values and the observed Traversal Time Variance values. *Id.* ¶ 11. Both coefficients, when combined with a baseline Traversal Time based on the hour of day, could be used to calculate a Projected Traversal Time based on the number of additional freight or passenger trains present on the Shared Segment. *Id.* ¶ 13.

[12] For this step of the analysis, Mr. Zaman excluded 2026 observations and used them to validate and compare data, rather than estimate model coefficients. Zaman V.S. ¶ 10.

Mr. Zaman used this model to estimate how six additional freight trains on the Shared Segments could affect NJ TRANSIT Traversal Times under different operating patterns.[13] These scenarios were designed to demonstrate the importance of when the additional freight trains operate.

Three scenarios were tested:

1. All-Day Distribution: six additional freight trains distributed across the entire operating day, representing an even spread. (optimal scenario)
2. Peak-Hour Distribution: six additional freight trains distributed across the two defined peak periods of 6:00 to 10:00 AM and 4:00 to 8:00 PM, representing a concentrated figure for when NJ TRANSIT train counts are at their highest. (likely scenario)
3. Single-Hour Concentration: six additional freight trains assigned to a single chosen hour, representing a high-concentration sensitivity to illustrate the potential impact if freight trains are scheduled during a highly constrained period. (stress test)

Id. ¶ 12.

In each scenario, for each hour, Mr. Zaman multiplied the freight coefficient by the additional freight trains projected in that hour, and used those values and the corresponding NJ

[13] Determining the effect of six additional trains rather than the 4.3 projected by the Electronic Appendices is necessary because the {[redacted]} new trains using the Port Reading Secondary will likely frequently use the Shared Segment. The Applicants project that, under the Growth Plan, 6.0 trains per day will use the Port Reading Secondary between CP Ron in the North Jersey Terminal Area and CP Bound Brook on the Lehigh Line, including {[redacted]} new trains added in the Growth Plan. Electronic App'x M, Row 1564; Workpaper "C-Corridor Map v.Final.html". The Port Reading Secondary is a single-track line that is frequently prone to delays and maintenance issues that render it an unsuitable primary option for the anticipated growth. Wisneski V.S. ¶ 20. There is a more reliable alternate route to the Port Reading Secondary: the eastern portion of the Lehigh Line, including the Shared Segment. *See* Workpaper "C-Corridor Map v.Final.html". To fully understand the effect of the Growth Plan on NJ TRANSIT, accounting for those trains' effect on the Shared Segment is necessary.

TRANSIT train counts per hour to calculate a projected Traversal Time Variance value. *Id.* By multiplying that result by the weekday average distribution of ridership by hour and number of weekdays in a year, excluding holidays, Mr. Zaman calculated the total Traversal Time Loss, or added minutes to passenger travel time on top of 2026 Traversal Time. *Id.*

The model was tested against 2026 data and performed well in the validation sample. *Id.* ¶ 11.

The results demonstrate that adding trains to peak periods will likely cause passengers' travel time to increase, adding 4,558,041 passenger-minutes annually. *Id.* ¶ 12 tbl. 2. That analysis ignores the trains that will be canceled (stopped en route) or annulled (never leave the origin station) due to freight train interference—Mr. Zaman's analysis does not account for those trains, because canceled and annulled trains do not have a value of delayed minutes in the dataset used. *Id.* ¶ 9. Simply put, the Shared Segment cannot absorb more freight traffic at its most heavily trafficked times without causing significant delays to NJ TRANSIT service, causing slower speeds and decreased reliability.

This study is the best analysis currently available to the Board because it accounts for time-of-day variability. The Applicants have failed to prepare a schedule or timetable for the Lehigh Line, leaving open the possibility that they will seek to grow freight traffic at times when NJ TRANSIT runs large numbers of passenger trains, and have failed to conduct RTC modeling, as described *infra* Section IV.B. NJ TRANSIT's analysis, unlike the Applicants', accounts for that possibility and demonstrates the serious effects it will have.

2. Problems Throughout the North Jersey Terminal Will Compound Those Issues.

NJ TRANSIT's results understate the likely problems attributable to increased freight traffic, because problems elsewhere in the North Jersey Terminal, in particular Croxton Yard, will force additional freight trains into the Shared Segment and prevent them from timely exiting. The Applicants plan to stretch Croxton Yard to, and past, its capacity, with no plans for capacity improvements. Unfortunately, the resulting problems will not remain contained to Croxton Yard, but will instead affect the entire North Jersey Terminal and NJ TRANSIT trains on the Raritan Valley Line.

The Applicant's Operating Plan relies heavily on Croxton Yard. The Optimized Plan projects that the Applicants will introduce an intermodal train pair between Los Angeles and Croxton. UP-39/NS-37 at 2-692 to 2-695. Under the Growth Plan, the Applicants intend to introduce three new daily intermodal train pairs between Croxton and Lathrop, California; City of Industry, California; and Laredo, Texas. *Id.* at 2-722 to 2-726, 2-729 to 2-731. These trains are projected to carry significantly more cars: 314,274 over the Shared Segment under the Growth Plan compared to 248,282 under the Base Plan an increase of 27%. Electronic App'xs E, M. And most of those cars will be intermodal, resulting in heavy use of Croxton Yard: 1100 lifts per day in 3 years compared to 839 lifts per day today, an increase of 31%, one of the most significant increases in the entire combined network, particularly in the space-constrained eastern portion of the country. UP-39/NS-37 at 2-887 tbl. 9. The Applicants' environmental papers project even more growth in subsequent years, to 1223 lifts per day in 5 years. UP-NS Response to OEA Request #4, Master Data Table – Intermodal & Auto Ramps (IR4 C.1.i-ix). Again, that increase

is driven by new traffic moving to the Northeast from the West, a key premise of the Application. UP-39/NS-37 at 2-888.

But Croxton cannot handle that increase. First, Croxton has historically operated at or near capacity. In approximately 2021, NS reported that Croxton's capacity was {[redacted]} lifts per year, {[redacted]}. *See* NS_00101548 (attached hereto as Exhibit 7). NJ TRANSIT understands that NS has subsequently expanded Croxton Yard, and it now projects a capacity of 1154 lifts per day, or approximately 420,000 lifts per year. UP-39/NS-37 at 2-889 tbl. 11. Even assuming that capacity is accurate,[14] and even with that increase, Croxton is projected to handle an unprecedented volume of traffic and operate at over 95% capacity, if not more.[15] Nonetheless, the Service Assurance and Operating Plans reference no planned capital improvements or other increases to capacity at Croxton Yard. Nor do they show that such increases in capacity are even possible if necessary, given Croxton's geographic and physical limitations.

Given the variability inherent in yard operations, it is inevitable that Croxton will, at times, be over capacity. Indeed, the Applicants have admitted as much. *See* UP Response to Interrogatory No. 15 (attached hereto as Exhibit 9). Trains at Croxton will, at those times, spill into the North Jersey Terminal network and be unable to enter Croxton Yard. NJ TRANSIT

[14] Projections of capacity at Croxton have already decreased. In approximately 2022, NS projected that capacity at Croxton would rise to {[redacted]} by 2027. NS_00101546 (attached hereto as Exhibit 8). In one workpaper, the Applicants claims they will increase Croxton's capacity to {[redacted]} lifts per year, but they have provided no further information on a plan to do this anywhere else, and that increase is not referenced in any other workpapers. *See* Workpaper "C-Terminal and Corridor Density T3 vFinal."

[15] As noted, the Applicants' environmental materials state that Croxton will handle 1223 lifts per day in five years, which equates to 446,395 lifts per year, or approximately 106% of Croxton's capacity. UP-NS Response to OEA Request #4, Master Data Table – Intermodal & Auto Ramps (IR4 C.1.i-ix).

already experiences problems on its network when freight trains cannot enter the North Jersey Terminal and occupy portions of the Shared Segment. Wisneski V.S. ¶¶ 7, 24; Exhibit 1. Additional backed-up freight trains that occupy the Shared Segment will further snarl passenger traffic on the Raritan Valley Line. The Transaction will therefore cause increased freight train interference beyond even what NJ TRANSIT's analysis predicts.

C. The Growth Plan Will Interfere with NJ TRANSIT's Long-Planned Expansions of Service.

In addition to causing increased delays to current NJ TRANSIT passengers, the post-Transaction anticipated growth in freight traffic will interfere with NJ TRANSIT's efforts, decades in the making, to expand service on the Raritan Valley Line in connection with the Gateway Program, a series of projects that will bolster the resiliency and capacity of rail in northern New Jersey and New York City. The Gateway Program, which includes the completed Portal North Bridge and the underway Hudson Tunnel Project, will permit NJ TRANSIT to increase the number of trains it runs to Penn Station, thereby also increasing the number of trains it can run on the Raritan Valley Line. Wisneski V.S. ¶ 37. A supporting project, the Hunter Flyover, will add an elevated bridge from the Raritan Valley Line over the Northeast Corridor to its easternmost track, eliminating the need for eastbound Raritan Valley Line trains to cross multiple tracks and allowing increased capacity on the Raritan Valley Line, including additional trains running directly to New York Penn Station. *Id.* But those additional NS trains will make accommodating freight traffic during peak periods even more difficult.

There is no reason for the Applicants' recent plans to expand freight service on the Lehigh Line to be privileged over NJ TRANSIT's longstanding efforts to expand passenger service. The Gateway Program has been contemplated for decades, and was known to the Applicants at the

time they submitted their Application. The federal government, through its support of related projects including the Portal North Bridge and Hudson Tunnel Project, has invested in NJ TRANSIT infrastructure designed in part to accomplish that goal. *Id.* The Board should not permit the Applicants to interfere with federal, state, and NJ TRANSIT investments by preventing the expansion of Raritan Valley Line service.

IV. THE APPLICANTS' ANALYSIS DOES NOT PROVIDE THE BOARD THE ASSURANCES NEEDED TO SHOW THAT NJ TRANSIT SERVICE WILL NOT DEGRADE.

NJ TRANSIT and the Board have, through multiple discovery requests, asked the Applicants for specific plans and modeling showing that Raritan Valley Line service will not deteriorate after the Transaction, but the Applicants have offered only misdirection. The Applicants did not provide any analysis to the Board demonstrating how new freight traffic would share track with passenger trains that travel quickly and stop and start, and their responses to NJ TRANSIT's discovery requests indicate they have not performed such analysis. Instead, the Applicants pointed to their process for developing schedules—which, notably, does not include consultation with affected passenger railroads—and provided analysis supported by a verified statement by Kristof Zetenyi purporting to show that increases in freight traffic will not interfere with passenger operations. But the Applicants have not put forward any analysis on which the Board could rely to conclude that the Transaction will not harm NJ TRANSIT's service, or that the Applicants are prepared to respond and fix problems when they arise.

A. The Applicants' Analysis is Inaccurate.

The specific analysis the Applicants performed and the results on which they focus obscure the true impacts of the Transaction on NJ TRANSIT operations and passengers. The Applicants'

analysis addresses certain questions about the Lehigh Line and North Jersey Terminal, but does not address the actual impacts to NJ TRANSIT and its riders.

First, the Applicants use improper measurements of passenger trains to analyze operations on the corridor. The Applicants rely on the number of trains per day on a line as the principal measurement of the line's utilization. *See* Supp. 165. But the delays that impact the most passengers are incurred during weekday peak periods. Zaman V.S. ¶ 13. Averaged over the course of a five-day week, NJ TRANSIT currently operates 54.1 trains per weekday on the Lehigh Line; during peak weekday periods, NJ TRANSIT operates between 2.88 and 6.59 trains per hour, carrying the bulk of NJ TRANSIT's passengers on the Raritan Valley Line. *Id.* ¶ 7. Freight train interference with peak trains has been an increasing problem, but the Applicants ignore it in their analysis.

The Applicants' justification for doing so misses the mark, because it attempts to equate passenger and freight rail operations. Indeed, the Applicants admit that they treated freight and passenger trains identically in using weighted averages of trains, NS Response to Interrogatories at 11, thereby ignoring the differences between passenger and freight rail and the likely harm to NJ TRANSIT. NJ TRANSIT is focused on the impacts of delays to its riders; reliability is paramount. Wisneski V.S. ¶ 11. While a freight railroad concerned with profit margins may be able to focus primarily on average conditions on a line, NJ TRANSIT must focus on deviations from that average. Its key metrics—on-time performance and total delays—reflect that focus. To provide effective service that supports the local economy and transportation network, NJ TRANSIT must both maintain competitive average travel times and minimize deviations from that average. Such deviations are most likely to happen during peak periods, when a line is busiest.

The Applicants' failure to perform the sort of modeling that would account for both of those needs leads the Applicants to erroneous conclusions.

Additionally, the Applicants further undercount trains by ignoring {[redacted]} local trains that will run on the line. Within the "Conrail Lehigh Line – Highly Confidential.xlsx" workpaper, {[redacted]} The Applicants therefore used incorrect numbers of both passenger trains and freight trains in assessing impact to NJ TRANSIT.

Second, the Applicants compare projected utilization of the Lehigh Line to its idealized fluid capacity, thereby failing to account for factors that may cause the Lehigh Line to operate below its capacity. These include weather, stalled trains, dispatching error, slow orders, and blocked grade crossings. For example, NJ TRANSIT trains incurred notable amounts of delay on the Lehigh Line in 2024 and 2025 due to weather, mechanical issues, and police action. Wisneski V.S. ¶ 17. While some of those delays may be avoidable, not all are, particularly as the frequency of severe weather increases in New Jersey. Each of these delays may impact the capacity of the Lehigh Line, threatening to cause freight train interference with passenger trains.

By ignoring these delays, the Applicants again fail to answer the question that matters to NJ TRANSIT: whether additional freight trains will cause delays to NJ TRANSIT passengers. Additional post-Transaction trains on the networks will be the difference between weather or similar factors causing a small, manageable delay or a cascading series of problems. The

Applicants neither show otherwise, estimate the magnitude of those additional delays, nor propose mitigations.

Third, the Applicants treat the Lehigh Line in isolation, ignoring the effects of its connections to the North Jersey Terminal. Traffic on the Lehigh Line is affected by both conditions within the corridor and the ability of trains to exit the corridor. All eastbound traffic on the Lehigh Line exits onto either Amtrak's Northeast Corridor (where all passenger traffic proceeds) or into CSAO's North Jersey Terminal, a complex network of yard, mainline track, and spur lines. Wisneski V.S. ¶ 15. Congestion in any of those facilities can have ripple effects on the Lehigh Line, preventing fluid operations, disrupting schedules, and potentially causing freight train interference with passenger trains. *Id.* ¶ 24. NJ TRANSIT's data demonstrates that delays on the Shared Segment are particularly pronounced when freight trains do not clear the Shared Segment at CP Newark while entering the North Jersey Terminal. Zaman V.S. ¶ 25.

Fourth, other freight operations use the Shared Segment but are not included in the Applicants' analysis. Some trains arriving at Oak Island Yard from lines other than the Lehigh Line use a portion of the Shared Segment for "headroom" to back into their assigned track in the yard. Wisneski V.S. ¶ 24. Additionally, Conrail provides local freight service along the Shared Segment, and these trains and associated switching moves require main track access. Wisneski V.S. ¶ 25. This further increases utilization of the line beyond the Applicants' projections.

Therefore, the Applicants' claim that NJ TRANSIT will be unaffected because the Lehigh Line will operate below its fluid capacity is incomplete: instead, the Applicants must address whether the Lehigh Line *and its connected infrastructure* will operate below fluid capacity.

These analytical choices make the Applicants' results unreliable. The Board cannot use them to conclude that NJ TRANSIT will be unharmed by the Transaction.

B. The Applicants' Analysis is Insufficient.

In proposing a transaction of unprecedented scope in the railroad industry, the Applicants appear to have forgotten to provide the careful analysis that a much smaller, more localized transaction would require. The Applicants have chosen to address the nationwide scope by setting general policies and practices, rather than looking specifically at key issues in New Jersey. More is needed, particularly over lines like the Lehigh Line. Even if such an approach might work for certain areas of the country, it does not permit NJ TRANSIT or the Board to comfortably rely on Applicants' analyses and optimistic projections. The Applicants were required to put in the time and effort needed to provide a complete and full application to proceed with a Transaction of such momentous scope.

Most obviously, the Applicants did not use RTC modeling. NS Response to Interrogatories at 7 (attached hereto as Exhibit 10); Ex. 9 at 7. RTC modeling is recognized in the railroad industry as the gold standard of modeling to assess future capacity needs. {[redacted]} Ex. 6 at 431–32. Given the significance of the Transaction and the multiple rounds of submissions to the Board the Applicants required, RTC modeling would have been appropriate and feasible. Wisneski V.S. ¶¶ 31.

The Board, too, has recognized as much. In an earlier proceeding concerning the reintroduction of Amtrak service on the Gulf Coast, where new service threatened to interfere with existing rail service, the Board required Amtrak, which was proposing that service, to prepare an RTC or similar study. *Application of the Nat'l Passenger R.R. Corp. Under 49 U.S.C. § 24308(e)—CSX Transp., Inc. & Norfolk S. Ry. Co.*, FD 36496, slip op. at 7 (STB served Aug. 6, 2021). The Board stated that it "expects that evidence on the service's potential effects on freight

transportation, such as an RTC study or other study or studies, will be part of the record in this proceeding, as well as any competing studies or other competing evidence, together with all the inputs, assumptions, and methodologies underlying any study results, including all relevant traffic projections." *Id.* Moreover, the Board noted that those studies should take into account "the line's present and future traffic volumes and engineering design and conditions" to account for "the specific service" proposed. *Id.*

NS lauded RTC modeling in that proceeding too. It called an RTC study "essential" to evaluate operational impacts and infrastructure needs, where Amtrak was requesting two round-trip passenger trains per day over a line—fewer trains per day than the Applicants project to add on the Lehigh Line. CSX Transp., Inc. and Norfolk S. Ry. Co.'s Mot. to Dismiss, *Application of the Nat'l Passenger R.R. Corp. Under 49 U.S.C. § 24308(e)—CSX Transp., Inc. & Norfolk S. Ry. Co.*, FD 36496, at 8–9 (filed Apr. 5, 2021). NS recognized that complicated features of the track had to be taken into account to assess those impacts. *Id.* at 8. And NS urged the Board to dismiss Amtrak's application without prejudice until an RTC study was completed. *Id.* at 4. That approach was unsurprising, given that {[redacted]} Ex. 6 at 432.

RTC modeling is of particular importance for lines where freight and commuter trains share track. Again, commuter trains like NJ TRANSIT's are scheduled with precision. Departures are planned by the minute, and NJ TRANSIT plans dwell times at each station to the second. Wisneski V.S. ¶ 11. With large number of trains using key portions of the NJ TRANSIT network during peak periods, even small delays can have cascading effects and disrupt thousands of commutes. *Id.* ¶ 28. RTC modeling is the best way to assess those impacts.

Nor did the Applicants apparently prepare any of the inputs that would allow another party to perform RTC modeling. UP stated that it has no timetables, schedules, or statements identifying the days and times when it intends to operate freight trains on the Lehigh Line if the transaction is approved. UP Response to Interrogatories at 4.[16] UP instead prepared workpapers that do not provide any information beyond {[redacted]}. *See* Workpaper "Conrail Lehigh Line – Highly Confidential.xlsx"; Workpaper "C-Trains v.Final.xlsx." The Applicants have effectively confirmed that they did not run any modeling beyond that reflected in their filings to the Board. Ex. 10 at 6–7.

C. Kristof Zetenyi's Approach is Flawed.

To respond to the Board's finding that they had inadequately addressed "how passenger trains will actually be affected" by dramatic increases in freight traffic, Decision No. 21 at 32, the Applicants turned to Kristof Zetenyi, an economist with no experience in the rail industry. His verified statement, and additional statements he made in a deposition, underscore that the Applicants have not performed adequate analysis.

Zetenyi's submissions were prepared in response to repeated observations by the Board that the Applicants had not submitted sufficient information regarding passenger rail. In rejecting the Applicants' originally filed Application as incomplete, the Board noted that the Applicants had entirely failed to address certain passenger services hosted by both UP and NS, and had failed to address impacts on yet other services. Decision No. 9 at 14. The Applicants' Amended Application did not address the problem. In addition to generally not including "the level of detail on certain issues that the Board would have preferred," Decision No. 21 at 12, the Board

[16] NS directed NJ TRANSIT to UP's response to NJ TRANSIT's request. NS Response to Interrogatories at 4.

determined that the Applicants had not "explain[ed] how passenger trains will actually be affected," given their "specific schedules and . . . greater speeds than freight traffic," *id.* at 32.

Despite the Board's caution that "[t]he maximum daily train capacity does not explain how passenger trains will actually be affected," *id.*, the Applicants submitted Zetenyi's analysis, which ignores the Board's word of caution and instead attempts to demonstrate that the number of trains on a line will not affect trains using that line. Zetenyi used data provided by the Applicants that included capacity utilization on a given segment of line shared by freight and passenger operations. Supp. 374–75. On the lines that Zetenyi analyzed, he concluded that average passenger service performance for the passenger service using the line was not significantly worse when capacity utilization exceeded the projected post-merger capacity utilization. *Id.* at 376. For the Amtrak services, Zetenyi concluded that there was no evidence of a statistically significant relationship on the analyzed services between passenger delay and capacity utilization for the data within his analysis. *Id.*

That analysis is limited and inapplicable to NJ TRANSIT. Zetenyi concluded that, on certain lines, the presence of more freight trains on a line did not lead to a deterioration in passenger service on those lines. That does not establish that that principle holds true for all rail lines, or even most rail lines. Furthermore, Zetenyi did not analyze the Raritan Valley Line, the Lehigh Line, or any other NJ TRANSIT operations, *id.* at 401–02, even though the Board had noted that the Lehigh Line "is projected to have a significant increase in train traffic" and the Line needed distinctive treatment, Decision No. 21 at 32.[17]

[17] NS suggests that this was so because "NS and NJT operations coming only on lines where NJT (or Conrail) controls the line and NS is a tenant." NS Response to Interrogatories at 9. But that understates NS's degree of control over the Lehigh Line and Shared Segment. {[redacted]} *See* Workpaper "Conrail Lehigh Line – Highly Confidential.xlsx."

Any attempt to extrapolate Zetenyi's analysis to a general principle defies common sense and experience. As discussed, NJ TRANSIT's analysis demonstrates that more total trains on an already busy rail line is likely to cause more delay to passenger trains. And Zetenyi's conclusion has obvious limits. If railroads attempt to run more total trains per hour than a line can handle as a pure matter of geometry, there will be delays to passenger service. Even before that extreme situation is reached, every additional freight train creates additional chances for mechanical problems or for other delays.

That caution is particularly salient for the Lehigh Line, because the majority of the segments that Zetenyi chose to analyze are not adjacent to complex terminal areas, unlike the Lehigh Line. The data from those simpler lines could, in Zetenyi's analysis, overwhelm the data from the few segments that are arguably analogous in this respect to the Lehigh Line. In addition to the competitive rationale for establishing CSAO, one of the primary reasons a neutral switching and terminal carrier was established was because of the density, close proximity, and limited available property in the North Jersey Terminal. Zetenyi acknowledged that he did not account for operational constraints of this nature but ideally would have, Supp. 379, thereby demonstrating that the Board cannot rely on his analysis to make assessments regarding NJ TRANSIT.

Additionally, none of the passenger services that the Applicants and Zetenyi analyzed have frequencies close to that of the Raritan Valley Line. Many of the Amtrak routes operate once or twice per day. Twenty-one of the segments analyzed have fewer than ten passenger trains on their busiest day, and another two segments have ten trains per day. *See* Analysis of Passenger Rail Segments (attached hereto as Exhibit 11). By contrast, the Raritan Valley Line schedule includes 52 passenger trains per weekday, and track circuit data indicates that it hosts 54.1 passenger trains per weekday, more than all but one of the segments analyzed (the Metra UP West Subdivision).

See Raritan Valley Line Schedule (attached hereto as Exhibit 12); Zaman V.S. ¶ 7. After that line, the next busiest line on a weekday was the segment of the Washington District between Lynchburg and Manassas, Virginia, which hosts 22 passenger trains three days per week—less than half that of the Raritan Valley Line—and far fewer freight trains, to the point that Zetenyi could not use it in his analysis because there was no month in which capacity utilization on the line exceeded the projected post-merger capacity. Supp. 393 n.26. In the statistical averages and correlative tools that Kristof Zetenyi used, the effects that are actually applicable to the Raritan Valley Line would have been overwhelmed by data from lines with comparably little passenger traffic.

Zetenyi's choice to combine intercity and commuter rail services in a single analysis is also a questionable one. Intercity and commuter rail services are subject to different scheduling practices. As noted, NJ TRANSIT on-time performance is based on adherence to schedule within a six-minute window, Wisneski V.S. ¶ 11; Amtrak, by contrast, uses fifteen minutes. 49 C.F.R. § 273.5(a)(1). Both metrics are appropriate for the type of service they provide: Amtrak intercity services are generally much longer than NJ TRANSIT's more frequent commuter services. And the 6-minute marker is particularly important on the Raritan Valley Line because passengers on 18 of 26 eastbound weekday trains and every weekend train must change trains in Newark to continue to NJ TRANSIT's major terminals in Hoboken and New York, and connections in Newark are timed for as little as 5 minutes. *See* Exhibit 12. Moreover, Amtrak provides its trains with more buffer time than NJ TRANSIT does, as an intercity railroad faces more variability over the course of a longer route.[18] Given these differences, it is possible for increased freight trains to affect most of the segments Zetenyi analyzed and cause less or no delay in situations where, had

[18] *Amtrak Host Railroad Report Card: CY 2022*, Amtrak, https://www.amtrak.com/content/dam/projects/dotcom/english/public/documents/corporate/HostRailroadReports/Amtrak-2022-Host-Railroad-Report-Card.pdf (last visited Nov. 13, 2026).

they happened identically on the Raritan Valley Line, they would have caused delay, or even significant delay, to NJ TRANSIT passengers.

Finally, even Zetenyi's limited conclusion is contradicted elsewhere in his verified statement. Zetenyi acknowledges that he found a positive correlation, albeit a "weak" one, between passenger delay on Amtrak services and capacity utilization. Supp. 383. It is unclear why Zetenyi ignored that finding in formulating his topline conclusion.

The gaps in Zetenyi's analysis are unsurprising, because Zetenyi does not have experience with railroads, railroad mergers, or the Board. Zetenyi has "supported experts" in numerous "antitrust matters," *id.* at 371, but has no railroad experience. He has never before had to analyze "{[redacted]}" Deposition of Kristof Zetenyi at 8 (attached hereto as Exhibit 13). His closest experience is in the distinct context of airlines and airports, where the distinctive features of maintenance delays, grade crossings, and differences between passenger and freight operations do not exist. Supp. 372. It matters that railroads are systems of lines, and airports are not. Accordingly, Zetenyi was unable to opine on the metrics that matter most to passenger railroads.

Given these issues, the Board cannot rely on Zetenyi's analysis to conclude that UP has met the burden, identified by the Board, to demonstrate that the Lehigh Line has sufficient capacity to support projected freight increases.

In sum, the Applicants have failed to disprove the commonsense point that adding significant freight traffic to a busy passenger rail line will have deleterious effects on passenger service.

D. The Applicants Have No Plan to Address Disruptions to NJ TRANSIT Service.

Faced with the potential for a significant increase in delays to NJ TRANSIT passengers, the Applicants have failed to present any plans to mitigate them. The Applicants instead plan to grow traffic without making any capital improvements or committing to any measures that would prevent the deterioration of NJ TRANSIT service.

The Applicants' Service Assurance Plan contains no specific discussion of New Jersey. That is so notwithstanding that the Service Assurance Plan lists numerous other capital improvements and that the North Jersey Terminal is central to the Applicant's Operating Plan. The Applicants even recognize that "[t]erminals often become trouble spots when service is disrupted" and that "congestion in one terminal can spread to other portions of the network." UP-39/NS-37 at 2-1013. Still, they have failed to address their potential responsibility for potential operational disruptions in North Jersey. And it is notable that while the Applicants have prepared a service remediation plan and dispute resolution program for potential freight customer disruption, they have offered nothing similar for impacts to passenger rail.

The Applicants cannot escape their responsibility to do so by hiding behind CSAO's ownership of the Lehigh Line and other facilities in the North Jersey Terminal. CSAO cannot meaningfully address problems without NS's consent, due to its distinctive structure: NS has 58% ownership of CSAO and the ability to block any CSAO board action and the CSAO board's unusual degree of control over the day-to-day operations, policies, and capital investments of CSAO. Moreover, CSAO cannot fill that gap itself, because it can only act when NS and CSX agree—which, in this proceeding, they do not.[19] The Applicants' attempts to shirk responsibility

[19] CSX has submitted filings strongly opposing the Transaction.

would effectively create a vacuum of analysis and planning in the nation's largest metropolitan area.

Nor do the Applicants propose any mechanism to address disputes with passenger railroads. That omission raises concerns that the Applicants, as they seek to recoup their costs and implement a complex transaction, will be deaf to pleas from entities that have no leverage over them, like NJ TRANSIT. Absent a dispute resolution mechanism, the Board should assume that Applicants' insufficient response to NJ TRANSIT and the Board's concerns regarding passenger rail likely foreshadows future indifference to passenger rail priorities.

V. THE BOARD MUST IMPOSE CONDITIONS TO ADDRESS THESE CONCERNS.

Because the Transaction will harm the public interest, the Board should impose conditions to ensure that, in the near and long term, the Transaction does not impair NJ TRANSIT's essential service.

To support the public interest, the Board must impose conditions to ameliorate or eliminate adverse impacts to the public. 49 C.F.R. § 1180.1(d); *Canadian Natl. Ry. Co. et al. – Control – Illinois Central Corp. et al.*, FD 33556, slip op. at 21 (STB served May 25, 1999). Impairments to essential services are well suited to be addressed by conditions.

The principal harm to the public interest insofar as it pertains to NJ TRANSIT is the potential for increased freight train interference as a direct result of the Transaction. To prevent freight train interference from arising, NJ TRANSIT requests the Board to implement certain operating restrictions on freight traffic on the Shared Segment during peak periods, with a usable and simple enforcement mechanism. NJ TRANSIT also requests capacity improvements to help prevent freight train interference and that the Board require Applicants to engage in monitoring,

adhere to performance standards, and agree to automatic remedies when those performance standards are not met. Finally, NJ TRANSIT believes that maintaining the existing CSAO operating and structural framework will enable smooth communication between NJ TRANSIT and a merged railroad, and therefore requests the Board impose such a condition as well.

NJ TRANSIT reserves the right to request additional conditions on responsive applications and in response to any changes to the Application.

A. Restrict Peak Period Operations by the Applicants.

First and most importantly, the Applicants must commit to not run any additional trains on the Shared Segment during NJ TRANSIT peak periods: 6:00 to 10:00 AM and 4:00 to 8:00 PM, Eastern Time above the 7 NS trains that currently run during such periods.[20] This should be easily accommodated by Applicants if their projections of excess capacity on the Lehigh Line are accurate.[21] The condition is necessary to maintain NJ TRANSIT's scheduled service and prevent merger-related freight growth from worsening delays to existing passenger operations. To ensure the condition is backed by a meaningful enforcement mechanism, the Board should assess a penalty for each train over the pre-merger baseline run during peak periods.

There is precedent for such an arrangement. Operating windows are an established concept where freight and passenger railroads share track. Indeed, through its scheduling, NJ TRANSIT already observes effective operating windows by traditionally scheduling Raritan Valley Line service to avoid the need for passenger trains to pass each other on the Lehigh Line (in other words,

[20] During both 2024 and 2025, 7.6 freight trains per day ran on the Shared Segment during peak periods. Zaman V.S. ¶ 7.

[21] This condition is appropriate notwithstanding that CSAO dispatches the Shared Segment because NS, with CSX, effectively controls CSAO's dispatching practices and, with limited exceptions, controls when its trains enter the CSAO portion of the Lehigh Line that includes the Shared Segment.

the need to use both tracks) outside of a four-hour-per-day subset of weekday peak hours. *See* Wisneski V.S. ¶ 13 n.1. NJ TRANSIT also effectively observes operating windows by not running any trains over the Shared Segment for an approximately three-and-a-half-hour period five nights per week, and a period of more than five hours two nights per week, notwithstanding that such operations are not forbidden by the Trackage Rights Agreement. *See* Exhibit 12.

This condition is crucial. NJ TRANSIT's data and analysis indicate that more trains on a line during peak periods cause significantly more delays. During peak periods, NJ TRANSIT moves approximately 9000 passengers over the Shared Segment, and, for about half of the peak period, uses both tracks to maintain fluid operations. If the Applicants attempt to accommodate additional freight traffic by using the Shared Segment during peak periods, they will regularly delay those passengers. By contrast, NJ TRANSIT's analysis demonstrates that the optimal scenario, and the one most likely to not interfere with Raritan Valley Line service, is to avoid adding trains to periods of heavy passenger traffic. Scheduling new trains so that they do not transit the Shared Segment for up to a 4-hour period is a reasonable accommodation to preserve the public interest.

B. Institute Performance Standards and Self-Executing Enforcement Mechanisms.

Second, if the Transaction goes forward, thereby risking increases in freight train interference with NJ TRANSIT service, NJ TRANSIT should be entitled to remedies if the Applicants do not meet particular performance standards. Those standards should include both peak period freight trains, using the baselines discussed in the prior condition, and a set number of

additional minutes of delay over the 2024-2025 average of 1858 train-delay-minutes per year[22] caused by freight-train interference, as assessed by NJ TRANSIT operations personnel using the methodology described in these Comments or a similar alternative methodology.

If, in NJ TRANSIT's determination, the Applicants do not meet either standard, then NJ TRANSIT should be entitled to increase the frequency of the coordination meeting described in Section C from monthly to biweekly, and, if performance does not improve, to weekly. Additionally, the Applicants should be required to submit for NJ TRANSIT's approval and then comply with a remedial plan, including escalating penalties and remedies if the Applicants continue to fail to meet the performance standard to which NJ TRANSIT is entitled during the pendency of any dispute. Otherwise, the remedy will likely be meaningless.

Performance standards are also common to the rail industry, and are a common feature of operating agreements where passenger and freight trains share track. They are also aligned with the goals and underlying policies of the Trackage Rights Agreement, which provides that NJ TRANSIT trains shall be given preference over freight traffic. Trackage Rights Agreement § 3.02(b). By instituting a condition along these lines, the Board would ensure that new merger-related traffic does not undercut the Operating Agreement.

These performance standards are necessary and appropriate notwithstanding that CSAO dispatches the portion of the Lehigh Line that includes the Shared Segment. NS is responsible for the majority of freight traffic on the Shared Segment, and that proportion will only grow following the Transaction. CSX has, to date, not indicated that it has any plans to grow traffic on the Shared Segment. If NS sends too many trains over the Lehigh Line such that CSAO cannot, using

[22] NJ TRANSIT has projected out 2026 data in this Comment, but, given its incomplete nature, that data should not be relied on in determining a baseline for future performance.

reasonable efforts, successfully manage the Shared Segment to maintain fluidity, then NS is at fault.[23] Moreover, NS, through its control of adjacent facilities (including Croxton and the western portion of the Lehigh Line), can control when trains enter the CSAO-controlled portion of the Lehigh Line. Finally, to the extent that CSAO's dispatching practices are at fault for a failure to meet performance standards, NS, through its control of CSAO, is in position to remedy those practices.[24] Given all of these factors, as a general matter, it is appropriate to presume that NS is responsible for a post-Transaction failure to meet performance standards on the Shared Segment.

Along similar lines, the Applicants should be required to commit to certain procedures that are designed not to impact NJ TRANSIT when Croxton Yard or other parts of the North Jersey Terminal cannot accept arriving trains. The plan should establish contingency provisions that give CSAO authority to order and move trains outside of areas that cannot be promptly vacated, including by refusing trains in the North Jersey Terminal area, so long as doing so would not adversely affect NJ TRANSIT operations.

These performance standards are necessary to give the Applicants an incentive to support NJ TRANSIT operations, rather than to grow freight traffic at any cost to passenger rail and to make maximum possible use of the Lehigh Line. These performance standards will also give the Applicants a long-term stake in the health of the North Jersey Terminal, thereby countering the potential disincentives for investment discussed *supra*.

[23] While CSAO has the authority to refuse trains and require them to hold outside the boundaries of the North Jersey Terminal, such decisions must be made "in coordination with [NS's or CSX's] command center." SAA Op. Agr. Ex. A.

[24] NJ TRANSIT will be willing to discuss, on a case by case basis, claims that NS has sought to remedy CSAO practices but been stymied by CSX.

C. Require a 10-Year Monitoring Period Including Simplified Dispute Resolution Procedures.

NJ TRANSIT next requests the Board institute a 10-year monitoring period, with the possibility of extending that monitoring if the Board or any party identifies unresolved, Transaction-related problems during the course of the monitoring period. The Board's regulations already contemplate a five-year monitoring period with annual data submissions, 49 C.F.R. § 1180.1(g), but the Board should require a longer monitoring period with more frequent data submissions to ensure that any problems can be promptly identified. This is an unprecedented transaction which requires new and appropriate oversight.

To that end, the Applicants should be required to submit a summary report with certain topline numbers, including the following information for the Lehigh Line specifically: total trains operating by time of day, UPNS train symbols and scheduled arrival/departure times by yard in the North Jersey Terminal, and train lengths. Additionally, Applicants should be required to provide the following information concerning traffic growth affecting capacity in Croxton and the North Jersey Terminal: total lifts at Croxton Yard on a monthly basis, and schedule details in the North Jersey Terminal for new train starts therein broken down by yard. All of this information should be provided in both absolute terms and relative to a pre-Transaction baseline.

Importantly, data submitted by the Applicants must be easy to use by any party without any specialized software. Large volumes of produced without instruction or organizational notes would likely be impractical for NJ TRANSIT to analyze regularly. Wisneski V.S. ¶ 44. NJ TRANSIT should be able to tell whether the Applicants have identified problems in the North Jersey Terminal without needing to invest significant resources. If the Applicants insist on

submitting more complex data, then NJ TRANSIT will be required to retain a consultant to make use of the data, and that expense should be reimbursed by the Applicants.

In order for monitoring to lead to effective resolution of problems, instead of merely allowing NJ TRANSIT to identify them, the monitoring should be paired with a monthly meeting with the merged railroad, Conrail, and NJ TRANSIT regarding performance on the Lehigh Line.[25] Such a meeting should be attended by individuals with sufficient authority to bind each party, including operations or network planning officials.

Finally, the Board should establish specialized dispute resolution procedures, potentially involving a body dedicated to such disputes, that are impartial, fair, quick, and meaningful in the event that any disputes are unable to be addressed at that coordination meeting. These procedures should be targeted to require minimal expense by minimizing discovery and other procedural steps. Disputes are likely to arise as conditions are implemented, and the Board should ensure that it creates a structure that makes its conditions enforceable.

D. Require the Applicants to Construct or Fund Capacity Improvements on or Near the Shared Segment.

As discussed, a principal problem and impact arising from the merger is that it will cause the number of trains on the Shared Segment to increase. One straightforward way to address that problem is to increase the capacity of the Shared Segment, thereby allowing it to handle more trains and reducing conflict between passenger and freight trains in the near and long term.

Accordingly, the Applicants should be required to undertake capital improvements themselves or support NJ TRANSIT's capital improvements on the Lehigh Line to improve its

[25] NJ TRANSIT would not object to permitting each party to invite CSX to attend any meetings at which issues relating to CSX operations will be discussed.

capacity.[26] These could include the construction of, ideally, two additional tracks in the Shared Segment to separate NJ TRANSIT and CSAO operations, or construction of the Hunter Flyover, which will clear delays at the eastern end of the shared segment by allowing eastbound NJ TRANSIT trains to merge onto the NEC without crossing multiple tracks, as they must do today. Additionally, NJ TRANSIT has previously supported CSAO's efforts to secure funding from the Federal Railroad Administration to upgrade the Port Reading Secondary. Wisneski V.S. ¶ 45 n.2. Those efforts were unsuccessful, *id.*, but the Applicants could improve the resilience of the North Jersey Terminal by contributing the funding that CSAO sought from the federal government.

To accomplish any of these projects, the Applicants should be required to fully support and cooperate in planning studies and funding applications, including federal funding applications. For projects with shared benefit between freight and passenger rail, the Applicants should be required to contribute costs to the project in an amount commensurate to the shared benefit. This condition would advance those projects and increase capacity on the Shared Segment, thereby directly countering the harmful effects of the Transaction on the Shared Segment.

E. Preserve the Existing CSAO Operating Framework.

Finally, the existing structure, neutrality, funding structure, and core operating functions of CSAO should be preserved. While the Applicants have not proposed any changes to that structure, given the incentives of the merged railroad and the change in one of CSAO's two corporate parents, the Board should take affirmative steps to ensure the status quo is maintained. The Applicants should be required to maintain CSAO's neutrality and avoid moving any CSAO

[26] To the extent problems at Croxton Yard cause freight trains to interfere with NJ TRANSIT trains elsewhere, the Applicants should be required to make any capital improvements at Croxton Yard necessary to prevent such interference. That said, given that NJ TRANSIT does not use Croxton Yard, NJ TRANSIT expresses no opinion regarding what specific capital improvements should be implemented to ensure fluid operations in the North Jersey Terminal.

functions requiring communication with NJ TRANSIT out of the New Jersey region. Similarly, the Applicants should agree to maintain and preserve existing Conrail operating rules, dispatching protocols, coordination protocols, and/or other day-to-day practices used to manage infrastructure shared with NJ TRANSIT, and not to modify those protocols and practices without NJ TRANSIT's approval.

NJ TRANSIT relies on CSAO's structure to ensure strong local coordination between freight and passenger operations. The merger should not result in any governance or organizational changes that may weaken that coordination or disturb the operating protocols on which NJ TRANSIT relies.

Of particular importance is maintaining CSAO's existing local dispatching facility in Mount Laurel that has an established relationship with NJ TRANSIT. Wisneski V.S. ¶ 36. Local dispatching of the North Jersey Shared Assets Area allows for decisions affecting freight and passenger movements to be made by personnel familiar with the physical characteristics, operating constraints, and passenger-service requirements of the territory. It also preserves autonomy to make proper train dispatching decisions, including refusing trains. *See* SAA Op. Agr. Ex. A. Those functions should not be relocated to Omaha or elsewhere with other NS functions.

Simultaneously, UP should commit to maintaining, if not improving, the level of engagement and attention to CSAO that NS has had. Many CSAO actions require input from its corporate parents, and, in NJ TRANSIT's experience, resolving issues associated with those actions is a complex and drawn-out process. The Board should ensure that that process does not become even more cumbersome and require UP to maintain NS's level of responsiveness to CSAO after the Transaction. UP should likewise commit to maintaining similar or greater levels of capital investment in CSAO as NS maintained before the Transaction.

Today's structure of CSAO emerged from another merger proceeding as a way to ensure that CSX and NS would "step into Conrail's shoes" and maintain the "delicate balance" between freight and passenger needs. *CSX Corp.*, 3 S.T.B. at 298. This proceeding, too, should ensure that a change in ownership does not disturb that balance. While CSAO will formally retain the authority to take actions that are not strictly aligned with the Applicants' interests, such as refusing traffic on the Lehigh Line when the North Jersey Terminal is congested, the Board must ensure that CSAO retains that authority as a practical matter, too, given the current governance structure.

VI. CONCLUSION

For the foregoing reasons, the Board should deny the Application or, alternatively, approve it with all of the above conditions.

Respectfully Submitted,



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CERTIFICATE OF SERVICE

I certify that I have served by electronic mail copies of the foregoing Comments and Request for Conditions upon all parties of record in this proceeding who accept service by electronic mail on this 17th day of November, 2026. I certify that I will serve all other parties by first-class mail on the 18th day of November, 2026.

Dated: November 17, 2026

By: */s/ Ayelet Hirschkorn*

Exhibit 1

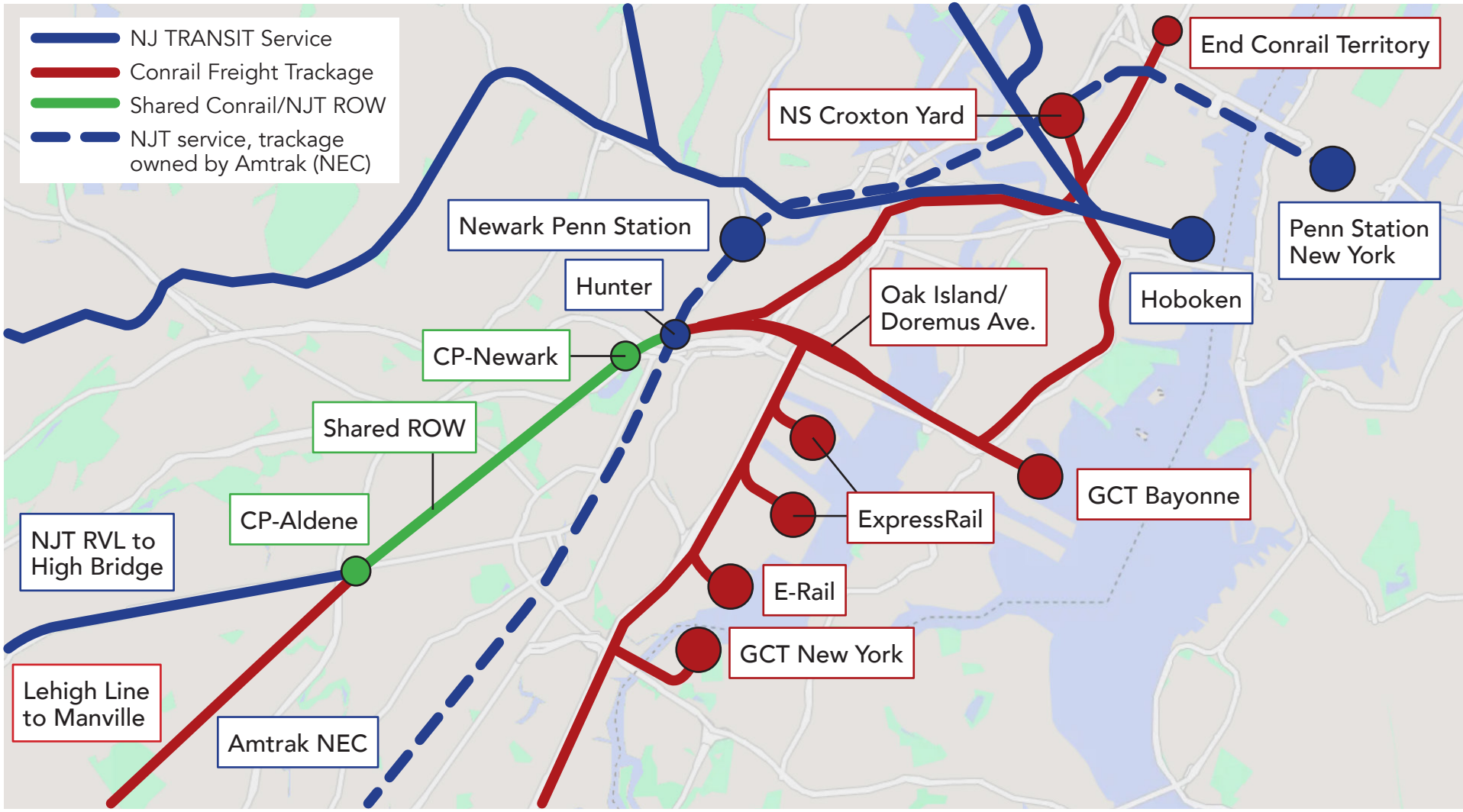

NJ TRANSIT Service
Conrail Freight Trackage
Shared Conrail/NJT ROW
NJT service, trackage owned by Amtrak (NEC)
End Conrail Territory
NS Croxton Yard
Penn Station New York
Newark Penn Station
Hunter
Oak Island/ Doremus Ave.
Hoboken
CP-Newark
Shared ROW
GCT Bayonne
CP-Aldene
ExpressRail
NJT RVL to High Bridge
E-Rail
GCT New York
Lehigh Line to Manville
Amtrak NEC

Exhibit 2

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 36873

UNION PACIFIC CORPORATION AND UNION PACIFIC RAILROAD COMPANY
—CONTROL—
NORFOLK SOUTHERN CORPORATION AND NORFOLK SOUTHERN RAILWAY COMPANY

VERIFIED STATEMENT OF RICHARD WISNESKI

I. Introduction and Background

1. My name is Richard Wisneski and I serve as the Senior Director of Inter-Carrier Agreements, NJ TRANSIT Rail Operations, Inc., at New Jersey Transit Corporation ("NJ TRANSIT"). I have been employed with NJ TRANSIT since 1992 and have served in various capacities within the organization.
2. I have almost four decades of experience in transportation and rail planning and management. I began my career at the Morris County Department of Transportation Management in 1987. From 1987 to 1992, I held numerous planning positions for Morris County Department of Transportation management spanning public transit, roadway, and rail matters.
3. From 1992 to 2013, I served in multiple positions for NJ TRANSIT's Planning Department. My roles included the analysis, execution, and management of facilities studies, fleet planning, and corridor studies. These experiences included extensive interactions with freight and passenger rail carriers.

4. From 2013 to the present, I have served in multiple roles in NJ TRANSIT's Rail Operations Department. In my current role as Senior Director of Inter-Carrier Agreements, my responsibilities include managing relationships with 15 partner rail organizations, including passenger and freight railroads as well as transit agencies. I also oversee changes to legal agreements and I administer contract provisions such as payments to other carriers, providing data used for invoicing other carriers and monitoring on-time performance. Additionally, I am responsible for communication between appropriate NJ TRANSIT departments and external partners. I am also the primary relationship manager between NJ TRANSIT Rail Operations and nine freight railroads including Conrail Shared Assets Operations ("CSAO" or "Conrail"), and Norfolk Southern Corporation and Norfolk Southern Railway Company (collectively, "NS").
5. Over the course of my time working for NJ TRANSIT, I have managed numerous activities that overlap with NS and Conrail. These activities include negotiation and implementation of new, or amendments to existing, agreements related to Positive Train Control, introduction of a third-party carrier to act on NS' behalf on NJ TRANSIT trackage, and matters related to NJ TRANSIT's acquisition of a line of railroad from NS.
6. Of particular relevance for this proceeding, I have intimate knowledge of the interplay between freight and passenger rail as well as the requirements for accurate analyses and planning that allow freight and passenger rail to share track effectively. My responsibilities at NJ TRANSIT entail the actual execution of the myriad concepts that this proceeding discusses on paper. For example, I have an understanding of the planning and management of scheduling freight and passenger traffic on shared use lines. The precision and advanced planning required for such activities is difficult to understate, and I also understand the

forward-looking modeling and growth plan accommodation that parallels contractual language. From 1997 to 1999, I participated extensively in the review of the filings associated with the NS/CSX Transportation ("CSX") transaction to acquire Conrail (F.D. No. 33888) and assisted the NJ TRANSIT team that ultimately negotiated a settlement agreement with the carriers.

7. Additionally, I possess intimate knowledge and 13 years of experience working directly with both NS and Conrail. These relationships entail regular communications with my counterparts at NS and Conrail. And, as discussed in Section II below, NJ TRANSIT rail operations have significant overlap with NS and Conrail lines and operations. Of particular note, a segment of the Lehigh Line between CP Aldene in Roselle Park, New Jersey, at Milepost 16.9, and CP Newark in Newark, New Jersey, at Milepost 11.4 carries NJ TRANSIT's Raritan Valley Line passenger service, NS's freight service to the North Jersey Terminal and Croxton Yard as well as CSX and Conrail trains. My professional responsibilities and experiences working for NJ TRANSIT have built my insight into the conditions and obligations that multiple entities sharing such high-volume shared track requires.

8. I make this Verified Statement based on my personal knowledge and familiarity with the records maintained by NJ TRANSIT and in support of the Comments submitted by NJ TRANSIT in this proceeding (referred to herein as the "Transaction" or "merger").

II. The Proposed Merger Will Harm NJ TRANSIT's Passenger Rail Service and Operations

9. NJ TRANSIT Rail Operations is responsible for managing service on NJ TRANSIT's rail lines. NJ TRANSIT's passenger rail service is vital to the New Jersey and New York City

regions and NJ TRANSIT's operations carry thousands of commuters and leisure travelers throughout New Jersey and into New York and Pennsylvania.

10. NJ TRANSIT serves all types of passenger markets and carries 4.4 million passengers per year. The core of NJ TRANSIT's service is weekday, commuter trips between Northern and Central New Jersey and Newark, Hoboken, and New York City. NJ TRANSIT's busiest lines are trains that run during peak hours, which, under NJ TRANSIT's definition, means that they are scheduled to arrive at New York Penn Station, Newark Penn Station, or Hoboken Terminal between 6:00a.m. and 10:00a.m. ET, or scheduled to depart from those stations between 4:00p.m. and 8:00p.m. ET.
11. NJ TRANSIT is highly attentive to the on-time performance and reliability of its trains, as that reliability matters to NJ TRANSIT passengers. NJ TRANSIT measures on-time performance based on a train's arrival at its destination within six minutes of its scheduled arrival time. NJ TRANSIT plans departures by the minute, and NJ TRANSIT plans dwell times at each station to the second.
12. Additionally, NJ TRANSIT examines delay-minutes to passengers to determine where passengers are losing time. NJ TRANSIT must both maintain competitive average travel times and ensure that it adheres to schedules as much as possible.
13. Passenger service, and particularly its weekday commuter component, is dependent upon minimizing delay minutes.
14. NJ TRANSIT operations share rights of way and track with NS trains along the Lehigh Line through NS's operations on CSAO lines, and along the Southern Tier Line owned by NS. CSAO dispatches the portion of the Lehigh Line on which NJ TRANSIT trains run. Consequently, on a line segment with high volumes of train traffic, NJ TRANSIT's core

service is at the mercy of the entities with which it shares track. Additionally, in certain areas where NJ TRANSIT owns railroad rights of way, NS and CSAO retain freight easements and trackage rights.

A. NJ TRANSIT'S Timely Passenger Service on the Lehigh Line is Impacted by NS's Growth Plans and Lack of Accompanying Protections

15. A six-mile portion of the Lehigh Line hosts NJ TRANSIT's Raritan Valley Line, over which, based on NJ TRANSIT train location data, an average of 54.1 trains carrying 14,150 passengers travel each weekday, making it an intensively utilized rail line. The Raritan Valley Line was even busier prior to the COVID-19 pandemic, and carried 22,200 riders per weekday in 2019. NJ TRANSIT's Raritan Valley Line hosts trains running from High Bridge, New Jersey, to Newark Penn Station, New Jersey, with select trains continuing to Hoboken or New York. A portion of NJ TRANSIT's Raritan Valley Line service is hosted by the Lehigh Line and NJ TRANSIT's passenger service on the Lehigh Line is subject to freight train interference, an increasing issue in recent years. Specifically, the Raritan Valley Line service uses the Lehigh Line between CP Aldene and CP Newark. There, the Raritan Valley Line service shares track with Norfolk Southern, CSX, and Conrail trains running on the Lehigh Line, which is owned and dispatched by Conrail. There are two NJ TRANSIT stations between CP Newark and CP Aldene, and every other station served exclusively by the Raritan Valley Line is west of CP Aldene. Immediately east of CP Newark, the Raritan Valley Line service enters the Northeast Corridor an Amtrak-owned line, which is shared with other NJ TRANSIT and Amtrak services, to reach Newark Penn Station. All Eastbound trains exiting the Lehigh Line either join the Northeast Corridor or continue into other parts CSAO's North Jersey Terminal.

16. Over the course of my time at NJ TRANSIT Rail Operations, freight train interference with on-time passenger rail service has caused increasing delays and has become a core focus for NJ TRANSIT management. Freight trains can interfere with passenger trains when the two share track because freight trains run at lower speeds, have different stopping patterns, and are of longer lengths. The problem is particularly pronounced when freight operators do not carefully schedule and coordinate traffic to accommodate passenger operations.

17. Avoiding delays for NJ TRANSIT's passengers is one of the most imperative objectives of NJ TRANSIT's service, yet increasing delays on the Raritan Valley Line, inclusive of the Lehigh Line, in recent years, including 2024 and 2025, has been frequently attributable to freight train interference as compared to other causes of delay such as weather, mechanical issues, and police action. On the Raritan Valley Line, this issue is exacerbated during periods of high traffic such as peak commuting hours on weekdays.

18. For NJ TRANSIT and the Surface Transportation Board to effectively understand and measure the effects of the proposed merger on NJ TRANSIT's operations, the Applicants would need to share proposed schedules that include what time of day the new trains will run. They did not do so. The lack of train schedules in the merger filings makes it impossible to fully assess line capacity because capacity calculations must include precise windows of time measured in minutes and that account for peak commuting hours.[1] Sharing the number of expected trains per day is not equivalent to the time-of-day schedule necessary for capacity analysis. And without this analysis, it is also impossible to assess the effects of the merger on NJ TRANSIT operations. Therefore, any analysis by

[1] The busiest operating hours on the Lehigh Line are 7:00a.m. to 9:00a.m. and 5:00p.m. to 7:00p.m. Monday-Friday.

Applicants in their application of fluid capacity of the Lehigh Line is, as a practical matter, meaningless.

19. My team in NJ TRANSIT's Rail Operations department and I have reviewed the Applicants' proposed Operating Plan, including the description of the Growth Plan. The Applicants' Operating Plan includes an almost 50 percent increase in NS traffic on NS portions of the Lehigh Line and an almost 30 percent increase in NS freight trains running on the shared segment of the Lehigh Line. Notably, the Growth Plan includes 19.2 NS and Conrail trains running on the shared segment as compared to 14.9 trains today. Electronic App'x E, Row 1372; Electronic App'x M, Row 1371.

20. Similarly, the Applicants project that they will send 6.0 trains, rather than today's 2.6 trains, over the Port Reading Secondary. Electronic App'x E, Row 1483; Electronic App'x M, Row 1481. Combined with the Garden State Secondary, this creates a lesser used, mostly single track route connecting the Lehigh Line (at Bound Brook) to other portions of the North Jersey Terminal. This bypass route is frequently prone to delays and maintenance issues that render it less suitable for the new intermodal traffic anticipated in the Growth Plan.

21. In my opinion, whether the additional freight trains on the shared segment of the Lehigh Line would be limited to four or five additional trains depends upon the Applicants' routing, particularly whether they would utilize the less suitable Port Reading Secondary for other additional incremental movements.

22. Based on my own experience and knowledge of the territory, should additional freight trains need to be rerouted over the Shared Segment as a result of Applicants' growth, they

would further delay NJ TRANSIT passenger trains, especially during NJ TRANSIT's peak operating hours.

23. Additionally, train length is another key statistic to consider when evaluating train operations, as traffic concerns are heightened with greater length of freight trains because they require more time to clear signal blocks (negatively impacting throughput), and can lead to digestion issues as long trains slow down as they approach yards. The Application and related environmental impact filings contain drastically conflicting metrics for the anticipated carloads at the North Jersey terminal following the Transaction, rendering it impossible for NJ TRANSIT to assess the extent of delay caused by longer NS trains traversing the Lehigh Line. This, like the issue around scheduling, makes any representations by Applicants regarding the fluid capacity of the Lehigh Line meaningless.

24. Additionally, the performance of Raritan Valley Line trains on the Lehigh Line can be impacted by freight trains that cannot exit the Lehigh Line because of problems elsewhere in the North Jersey Terminal. For example, CP Newark is near Oak Island Yard, so line capacity on the portion of the Lehigh Line near Oak Island Yard can be occupied by local freight activity surrounding the yard and by headroom moves of trains backing into Oak Island Yard from its west end. Accordingly, the Applicants' stated fluid capacity on the Lehigh Line is not fully available for NJ TRANSIT and NS trains to use. Other yards in the North Jersey Terminal area could pose similar problems.

25. While NJ TRANSIT operates extensively on the Lehigh Line, it does not own the track. Conrail owns and dispatches the Lehigh Line and a Trackage Rights Agreement governs NJ TRANSIT's use of the Lehigh Line. Conrail also provides local freight service along the Shared Segment, and these trains and associated switching moves require main track

access. In my experience, NS holds significant control over Conrail's governance and operations, and Conrail will consult NS and CSX to make many decisions that a different small rail carrier might make independently.

26. NJ TRANSIT relies on Conrail infrastructure on the shared portion of the Lehigh Line, and accordingly, relies on investments by NS and CSX.

27. In my role as Senior Director of Inter-Carrier Agreements, I am responsible for the execution of NJ TRANSIT's rights and responsibilities under the Trackage Rights Agreement. Specific tasks include administration of contract provisions, including payments, coordination timing of Conrail maintenance projects and NJ TRANSIT train schedules, and negotiation of new agreements or amendments. Under the Trackage Rights Agreement, Conrail is responsible for maintenance, management, and operational control of the Lehigh Line, including, and perhaps most vitally, dispatch of and control over all train movements. The Trackage Rights Agreement recognizes the necessity of timely passenger rail service, and it designates NJ TRANSIT's passenger services is to receive preference over all others with the condition that passenger service growth does not unreasonably interfere with the existing or planned uses of the Lehigh Line.

28. The operational mechanics of scheduling passenger and freight traffic on shared segments requires precise operational guardrails and schedules. Increased traffic, particularly during time windows with already heavy traffic, make small delays build upon one another, and risks the loss of buffers that allow one small delay to be an isolated event rather than a cascade of delays due to inadequate spacing.

29. NJ TRANSIT'S on-time performance for passenger service on the Lehigh Line is reliant upon NS's growth plans and is likely to significantly decline without definitive protections.

An increasing number of trains on the shared segment of the Lehigh Line, the length of those trains, and the smaller spacing between those trains will cause more delays if protections are not put in place that require freight traffic to be scheduled outside of peak commuting hours on weekdays. Schedules inclusive of both passenger and freight traffic are essential to evaluation of capacity. The Applicants provide no such schedules.

30. Instead of using industry-standard RTC modeling, the Applicants used historical comparisons of monthly utilization and passenger performance. Second Supplemental Response, UP-80/NS-78 at Supp. Page 170-78. Such a substitution is inadequate.

31. Both the Surface Transportation Board and rail industry experts universally consider RTC modeling and its ability to account for traffic volumes, design conditions, and many specific inputs a baseline requirement in other, smaller proceedings and analyses. As a long-time rail operations expert, I was surprised that the Applicants would not utilize RTC modeling to assess current and future capacity at key locations to determine whether the Transaction would harm the public interest.

32. The Lehigh Line's value to the Northeast is worthy of such modeling. In fact, for a merger of this scale, RTC modeling should be the floor. By not conducting such modeling, or even providing the inputs requisite for another party to conduct such modeling, the Applicants neglect to meet what I would consider baseline modeling requirements. Timely passenger service on the Lehigh Line will bear the brunt of not meeting that baseline.

B. The Application Fails to Consider Planning Requirements for NJ TRANSIT's Future Service Expansions

33. The Surface Transportation Board's Decision No. 21 (May 28, 2026) required more information on passenger rail impacts and specifically directed the Applicants to provide a

passenger rail impact analysis for the Lehigh Line and to address how the Applicants' lines that host passenger services have sufficient capacity to support projected freight increases while maintaining current passenger service levels. Decision No. 21 at 32. In response, the Applicants' Second Supplemental Response to Decision No. 21 posited that the proposed merger "will not adversely affect passenger service and reinforces the conclusions already established in the original Application and Amended Application." Second Supplemental Response, UP-80/NS-78, STB ID-311847 at Supp. Page 159.

34. According to the Applicants, the Lehigh Line has sufficient capacity to accommodate the projected increase in freight traffic (4 to 5 trains per day) while maintaining existing passenger service levels. *Id.* The premise that it is acceptable for Applicants to maintain existing passenger service levels is an inaccurate, incomplete representation. Specifically, the Trackage Rights Agreement contemplates NJT TRANSIT's passenger service growth, demonstrated by the provisions allowing NJ TRANSIT to amend its level of passenger service so long as the character, scheduling, or extent of the amended service does not unreasonably interfere with existing or planned uses of the Lehigh Line. NS owns 58 percent of Conrail, holds 50 percent of Conrail's board seats, and, based on my experience interacting with both Conrail and NS, is, in essence, responsible for the Trackage Rights Agreement.

35. Additionally, the Applicants' statements regarding the Lehigh Line's capacity are belied by my experience. Delays to NJ TRANSIT trains caused by freight trains have increased markedly in recent years. Given that freight trains are already interfering with passenger trains on the Lehigh Line, there is not capacity to add additional freight trains onto it, especially during NJ TRANSIT's peak operating periods.

36. Also according to the Applicants in their Second Supplemental Response, designing schedules for the anticipated new freight traffic before the merger has been authorized is not necessary and Applicants "will have dispatching, monitoring, and communications protocols to ensure that UP/NS fulfills UP's and NS's performance obligations to passenger rail providers." Second Supplemental Response, UP-80/NS-78, STB ID-311847 at Supp. Page 169. Conrail and, by its respective percentage of ownership, NS, are obligated to NJ TRANSIT, as a passenger rail provider, to deliver on their performance obligations. One of those performance obligations under the Trackage Rights Agreement is giving preference to NJ TRANSIT passenger trains over all other train movements. Conrail's dispatching office in Mount Laurel, New Jersey must continue to have the autonomy to dispatch freight and commuter trains pursuant to their obligations under the existing Trackage Rights Agreement.

37. NJ TRANSIT's ridership is projected to steadily increase. For example, Trans-Hudson New York Penn Station projected ridership is anticipated to double from approximately 2025 to 2040. Penn Station Transformation, New York Penn Station Working Advisory Group (Oct. 29, 2024) at slide 7. To accommodate this projected growth, NJ TRANSIT has publicly shared its plans to expand service on the Raritan Valley Line in connection with the Gateway Program, which will expand the number of trains that NJ TRANSIT directs to Penn Station and, as a result, will increase the number of trains NJ TRANSIT runs on the Raritan Valley Line. The Gateway Program, which includes the federally funded completed Portal North Bridge and the underway Hudson Tunnel Project, will permit NJ TRANSIT to increase the number of trains it runs to Penn Station, thereby also increasing the number of trains it can run on the Raritan Valley Line. A supporting project,

the Hunter Flyover, will add an elevated bridge from the Raritan Valley Line over the Northeast Corridor to its easternmost track, eliminating the need for eastbound Raritan Valley Line trains to cross multiple tracks and allowing increased capacity on the Raritan Valley Line, including additional trains running directly to New York Penn Station. These additional passenger trains will cause accommodation of freight traffic during peak commuting hours to become even more challenging. These projects have been discussed in some form for decades.

38. NJ TRANSIT's capacity and performance is already constrained by freight traffic and, in order to expand in the future, NJ TRANSIT will require definitive rules governing freight traffic at high density locations and along shared high traffic lines, particularly during peak commuting hours.

C. The Application Fails to Analyze and Mitigate the Real World Impacts of the Proposed Merger

39. The Lehigh Line is a key artery for NS's operations in the heart of the Northeast, and Croxton Yard is a nearby vital terminal upon which NS operations on the Lehigh Line are reliant; yet, the Application and supporting materials have provided minimal analyses of the proposed merger's effects upon these critical assets and, accordingly, no measurable commitments mitigating those effects. Assurances are a far cry from quantifiable commitments. Similarly, the Application fails to account for NJ TRANSIT's planned (and publicly shared) growth.

40. Without examination of the whole system, which is legally defined to include areas with trackage rights (e.g., Conrail's Lehigh Line), the Applicants fail to meet the standard I would expect in an accurate analysis of the proposed merger's impacts. Furthermore, the

absence of any attempt to analyze capacity on the Lehigh Line that incorporates NJ TRANSIT's planned growth is, in my opinion, a red flag warranting the Surface Transportation Board's concern.[2] The undertaking of a merger of this scale should merit industry standard modeling, analyses, and mitigating capital investments as a floor. It is my opinion that the Applicants' analyses do not meet that floor. In fact, given the complexity and potential for economically harmful effects of this proposed merger, I would argue that a higher than average standard of care is warranted, and, the Applicants have failed to achieve such a standard here.

D. The Conditions Requested by NJ TRANSIT will Help Ameliorate the Harm Caused by the Transaction.

41. In order to mitigate the harm the Transaction will cause NJ TRANSIT, I believe that the Board should require the Applicants to abide by several conditions.

42. First, the Applicants must commit to not run the extra trains they forecast to operate on the Lehigh Line during NJ TRANSIT's peak operating hours. In my opinion, this condition is necessary to maintain NJ TRANSIT's scheduled service and prevent merger-related freight growth from worsening delays to existing passenger operations. If this condition is not implemented and the Applicants attempt to run their additional freight traffic during peak hours, they will regularly delay passengers on the Raritan Valley Line.

43. Second, the Applicants must commit to adhering to performance standards tied to NJ TRANSIT performance, specifically minutes of delay. The Board should reinforce this condition with specific, automatic remedies. The use of performance standards with

[2] The Southern Tier route, is not contemplated by the Application as a potential alternative route to the Lehigh Line. But NJ TRANSIT is concerned the Applicants could use the Southern Tier route as an alternative, leading to more traffic along the route.

remedies tied to a failure to meet them is common in the rail industry. The Board must require the Applicants to commit to certain procedures and contingencies that will avoid impacting NJ TRANSIT trains when Croxton Yard or other parts of the North Jersey Terminal can no longer accept arriving trains.

44. Third, if the Board approves the merger, it should retain a 10-year monitoring period that retains the Board's jurisdiction and institutes a dispute resolution mechanism allowing NJ TRANSIT to raise and resolve merger-related impacts with the Board. The data should be produced in a format and with sufficient instructional documentation so that any interested party can, without incurring expense for specialized software or outside consultants, view and interpret the data.

45. Fourth, the Board should require Applicants to construct or fund capacity improvements such as (a) a third and fourth track along the Shared Segment to minimize freight interference with NJ TRANSIT's operations, (b) the construction of Hunter Flyover, which clears delays at the eastern end of the Shared Segment, and (c) upgrade the Port Reading Secondary to minimize the re-routing of post-merger traffic to the Shared Segment.[3]

46. Finally, the Board should require the Applicants to commit to preserving the existing CSAO operating framework, including dispatching practices, coordination protocols, and other day-to-day practices used to manage the infrastructure NS shares with NJ TRANSIT.

[3] NJ TRANSIT has previously supported CSAO's efforts to secure funding from the Federal Railroad Administration to upgrade the Port Reading Secondary. Those efforts were unsuccessful, but the Applicants could improve the resilience of the North Jersey Terminal by contributing the funding that CSAO sought from the federal government.

III. Conclusion

47. In sum, relying upon my nearly 40 years of rail operations expertise, overly general assurances without sufficient data necessary granularity do not suffice. Planning and precise direction, particularly explicit protections for commuter peak hours, are necessary to protect the public service that NJ TRANSIT rail operations provide, especially on the Lehigh Line.

48. More freight trains on the Lehigh Line, especially during NJ TRANSIT's peak operating hours, will significantly deteriorate NJ TRANSIT's ability to deliver reliable and timely service to its passengers.

49. As a public servant with nearly 40 years of rail operations experience in one of the busiest and highest density rail service areas in the United States, it is my duty to share an honest analysis of the Application's effects on the passengers and entities reliant upon the vital transit arteries that the merger would affect. As proposed, the Applicants' analysis of impacts to passenger rail operations are, at best, insufficient. I have spent decades negotiating agreements, managing rail operations, and conducting tangible rail operations analyses, and this experience has given me a clear understanding of what the industry standard baseline should be across the issues identified in this Verified Statement. I urge the Board to scrutinize and reject the Applicants' claims and recognize that the public service of passenger rail, a service that I have dedicated almost four decades to, would be significantly harmed by this proposed merger without definitive protections.

50. I, Richard Wisneski, declare under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this Verified Statement.

Executed on November 16, 2026.



Richard Wisneski
Senior Director of Inter-Carrier Agreements
New Jersey Transit Corporation

Exhibit 3

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 36873

UNION PACIFIC CORPORATION AND UNION PACIFIC RAILROAD COMPANY
—CONTROL—
NORFOLK SOUTHERN CORPORATION AND NORFOLK SOUTHERN COMPANY

VERIFIED STATEMENT OF ASIM ZAMAN

I. Introduction and Background

1. My name is Asim Zaman and I serve as an Engineering Research Project Manager at Rutgers University's Center for Advanced Infrastructure and Transportation ("CAIT"). My team and I are working with New Jersey Transit Corporation ("NJ TRANSIT") to analyze the effects of the proposed merger on NJ TRANSIT's operations. I have been employed with Rutgers University's CAIT since 2021 and have served in various roles during that time. I am a New Jersey Certified Professional Engineer and I have Masters and Bachelors degrees in civil and environmental engineering. Several of my areas of expertise include railroad track engineering, engineering risk analysis, and programming and transportation related software.
2. I have almost a decade of experience in transportation engineering. I began my career at the New Jersey Department of Transportation in 2014. From 2014 to 2021, I held positions as a resident engineer designing and executing transportation maintenance contracts, supervising construction inspections, piloting the application of new materials, testing

technologies in cooperation with New Jersey State Universities, and managing contracts and budgets over $30,000,000.00.

3. From 2021 to the present, I have served in multiple roles at CAIT. CAIT analyzes some of the most pressing infrastructure challenges in the United States, especially those that are endemic in high-volume multimodal corridors in the Northeast. CAIT's purpose is to develop practical tools and processes that can be applied—not in theory, not on paper, not five years in the future—but as mainstream tools in the hands of transportation professionals solving real-world problems of today. Since 1998, CAIT has served as a University Transportation Center ("UTC"), an elite group of academic research institutions sanctioned and supported by the U.S. Department of Transportation. In 2013, CAIT was named as one of only five National UTCs and, in 2018, CAIT was selected to lead the Region 2 UTC. About CAIT, Rutgers-New Brunswick Center for Advanced Infrastructure and Transportation, School of Engineering (Oct. 15, 2026 at 9:00am ET), https://cait.rutgers.edu/about/.
4. In my current role as Engineering Research Project Manager, my responsibilities include performing quality control on projects through expert knowledge of rail and transit engineering, conducting the data analysis for and subsequently drafting technical reports regarding railroad infrastructure, fleet, schedule, ridership, and other operational data sources, and collaborating with academic and industrial partners (such as NJ TRANSIT, Metra, Metro-North Railroad, the Hudson-Bergen Light Rail, and the Southeastern Pennsylvania Transportation Authority, and others).
5. Of particular relevance for this proceeding, I have experience analyzing rail data, calculating capacity and minimum headways to assess capacity, calculating minimum

headways, and analyzing rail interference and related delay counts. My responsibilities entail support of the NJ TRANSIT team by utilizing and developing tools and analyses to understand the current impact of freight operations on NJ TRANSIT and to model and estimate future impacts. For example, my team of two full time staff, two graduate students, and I oversee the technical analysis of the Applicants' filings regarding freight traffic on corridors used by passenger rail. Specifically, my responsibilities include defining the assumptions necessary for calculating and quantifying the incremental impact of merger-related growth as well as quantifying the frequency and duration of freight interference.

6. I make this Verified Statement based on my personal knowledge and familiarity with the records maintained by Rutgers University's CAIT and NJ TRANSIT.

II. NJ TRANSIT's Extensive Rail Impact Analysis Demonstrates that the Merger's Freight Traffic Will Disrupt Passenger Rail and is not in the Public Interest

A. CAIT's Analysis Uses Industry Standard Methodology, and Concludes that the Transaction Will Materially Harm NJ TRANSIT

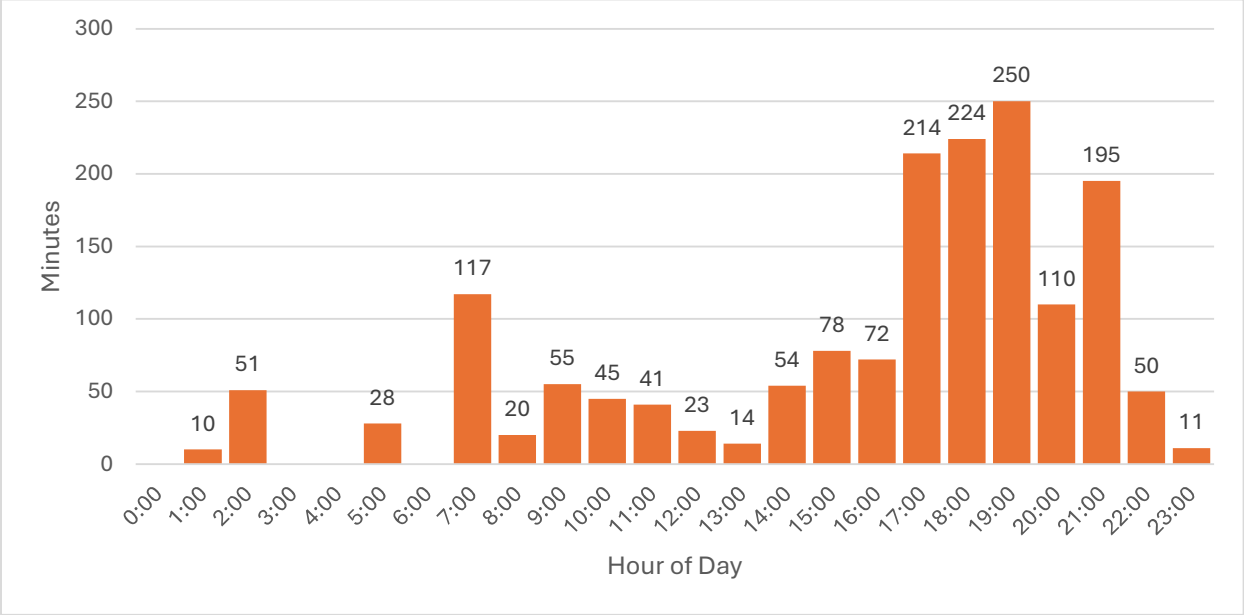
7. Averaged over the course of one week, NJ TRANSIT currently operates 54.1 trains per day on the Lehigh Line, which is based on NJ TRANSIT's train location data based on track circuits. During peak weekday periods, NJ TRANSIT operates between 2.88 and 6.59 trains per hour, carrying the bulk of NJ TRANSIT's passengers on the Raritan Valley Line. These trains have been increasingly susceptible to freight train interference. During 2024 and 2025, 12.38 freight trains per weekday and 12.46 freight trains per weekday, respectively ran on the Lehigh Line during peak periods. Of those peak-period freight trains, 7.60 were NS trains in 2024, and 7.56 were NS trains in 2025. Freight interference with NJ TRANSIT's operations has gotten increasingly worse in recent years. Freight

trains caused a total of 152 primary delays, cancellations, and annulments across the entire Raritan Valley Line in 2025.

Table 1: Traversal Time Summaries Per Year

Year	Sensitivities	Average Traversal Time Lost per Hour *(added passenger minutes)*	Average Weekday Ridership	Added Weekday Passenger Minutes Per Day
2024	Actual	0.99	13,550	13,415
2025	Actual	1.07	13,850	14,820
2026	Actual TT; Projected Ridership	1.29	14,150	18,254

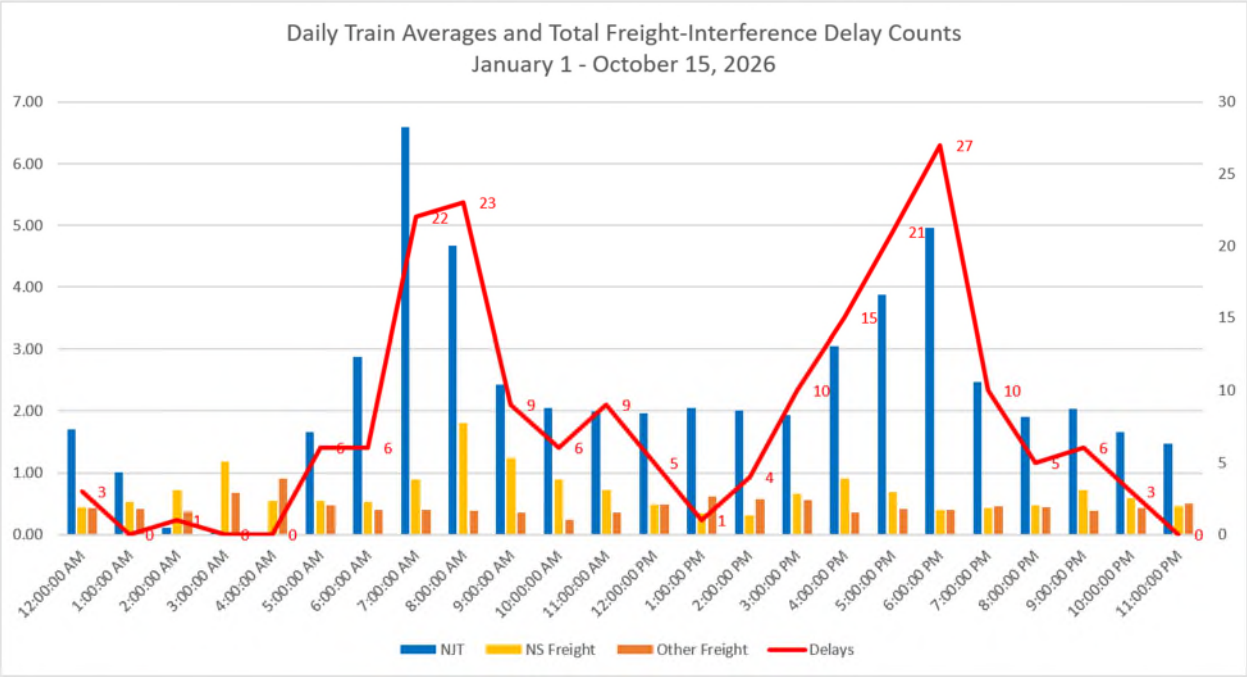
Figure 1: 2024 NJ TRANSIT Train Delay Minutes Caused by Freight-Interference on the Lehigh Line



As shown in Figure 1, freight trains caused 117 minutes of delay in the 7:00a.m. to 8:00a.m. hour during 2024, and more than 100 minutes of delay in each hour from 5:00p.m. to 10:00p.m., with more than 200 minutes of delay in each hour from 5:00p.m. to 8:00p.m. This trend has gotten worse over time. Between 2024 and 2026 (through October 15th),

freight-interference delay minutes during the a.m. peak increased by 398 percent, from 192 minutes to 957 minutes, and p.m. peak delay minutes increased by 43 percent from 760 minutes to 1,088 minutes.

Figure 2: Daily Train Averages and Total Freight-Interference Delay Counts



8. My team and I used NJ TRANSIT's FTable dataset of train movements and CHRONO delay data to evaluate freight impacts on the shared portion of the Lehigh line between CP Aldene and CP Newark. The analysis measured NJ TRANSIT train counts, freight train counts, delay counts, delay minutes, and Traversal Time Loss, defined as the time lost to an NJ TRANSIT train's schedule while traversing this segment. My team and I conclude that the more freight trains operated by Conrail, CSX Transportation ("CSX"), and Norfolk Southern Corporation and Norfolk Southern Company (collectively, "NS") during rush hour on the shared segment of the Lehigh Line, NJ TRANSIT experiences more (and more severe) delays which contributes to on-time performance degradation for NJ TRANSIT's Raritan Valley Line passenger service.

9. My team's analysis evaluated the prior stated metrics for the years 2024, 2025, and 2026. We considered full-year (for 2026, the data covered January 1st through October 15th) daily train movements for these three years, including the following data values for NJ TRANSIT: train ID, actual time, scheduled time, equipment types, direction, and locations; and the following data sets for freight: train ID, actual time, direction, and locations. These values were isolated to CP Aldene and CP Newark to constrain the analysis to only the segment of the Lehigh Line shared between NJ TRANSIT and Conrail. The analysis also considered full-year delay causes for 2024, 2025, and 2026 (for 2026, the data covered January 1st through October 15th). Delay causes included the following data values: delayed train ID, delay-causing train ID, category, subcategory, location, RTC comments, date/time, and minutes late. Delays in this dataset are defined as any train that does not arrive at its destination within six minutes of its scheduled time. My team's analysis also considered the Applicants' Base Plan and Growth Plan data as supported by highly confidential workpapers and supplemental data filed with the Surface Transportation Board from May through August 2026, providing data on train counts and train symbols for the shared segment of the Lehigh Line. My team's analysis ignores the trains that will be canceled (stopped en route) or annulled (never leave the origin station) due to freight train interference because canceled and annulled trains do not have a value of delayed minutes in the dataset used.

10. My team's analysis included the following methodology. First, we prepared the data described above and matched train movements by date, train, direction, and control point. For each matched train, Traversal Time was calculated as the time between the upstream and downstream control points: CP Aldene to CP Newark for Eastbound trains and CP

Newark to CP Aldene for Westbound trains. Traversal Time Variance (or Traversal Time Gain/Loss) was calculated only for NJ TRANSIT trains, by subtracting actual Traversal Time from scheduled Traversal time; positive values indicate time saved relative to schedule, negative values indicate additional traversal time, and zero indicates no difference. For example, if a train entered the Shared Segment between 7:00a.m and 8:00a.m. in 2024, it was likely to lose 1.77 minutes on its schedule, meaning that all passengers riding a 7:00a.m. to 8:00a.m. train in 2024 would have experienced an additional 1.77 minutes on their trip for every weekday that they rode. Each observation was assigned an hour bucket based on the train's actual entry time at the upstream control point. We then summarized individual observations into weekday daily cells by hour and direction. Second, we defined the outcome by recording the average NJ TRANSIT Traversal Time Variance in each daily cell, along with the NJ TRANSIT and freight train counts during that hour. Third, we established normal hourly conditions by setting a separate baseline for each hour and direction to account for normal time-of-day differences. Fourth, we estimated train-count associations, and after removing the normal hourly pattern, our model estimates NJ TRANSIT and freight coefficients for five periods: overnight, morning peak, midday, evening peak, and evening. Fifth, we validated the model. We estimated the coefficients using 2024-2025 weekday data. We excluded 2026 data to evaluate how well the model predicted actual 2026 results. Sixth, we tested freight scenarios by asserting additional freight into the hourly counts. The model calculated the resulting gain/loss change and annualized the effect using average weekday NJ TRANSIT train counts and 250 weekdays.

11. The averaged signed error was approximately 0.04 minutes, or about 2 seconds, that the model had very little overall tendency to systematically overpredict or underpredict Traversal Time Loss. On average, the model's prediction differed from the observed value by approximately 0.34 minutes, or about 20 seconds. Approximately 81 percent of the predictions were within 0.5 minutes of the observed value, and approximately 95 percent were within 1 minute. These results indicate that the model projected 2026 hourly Traversal Time Variance patterns within a reasonable degree of the validation sample. It should be noted that the validation sample was based on historical FTable observations; actual future performance may be impacted by myriad conditions outside the model.

12. The model predicted values based on three input-scenarios, given NS's proposal for four to five additional weekday freight trains, with a potential for six: (1) six additional freight trains distributed across entire operating day, (2) six additional freight trains distributed across peak hours, and (3) six additional freight trains slotted into one hour. While all three scenarios were used to test the model, our analysis used the second scenario, six additional freight trains distributed across peak hours, as the relevant findings to show worst-case scenario impacts. The modeled impacts to NJ TRANSIT operations on the shared segment of the Lehigh Line are illustrated in Table 1 below. In each scenario, for each hour, my team and I multiplied the freight coefficient by the additional freight trains projected in that hour, and used those values and the corresponding NJ TRANSIT train counts per hour to calculate a projected Traversal Time Variance value. By multiplying that result by the weekday average distribution of ridership by hour and number of weekdays in a year, excluding holidays, we calculated the total Traversal Time Loss, or added minutes to passenger travel time on top of 2026 Traversal Time.

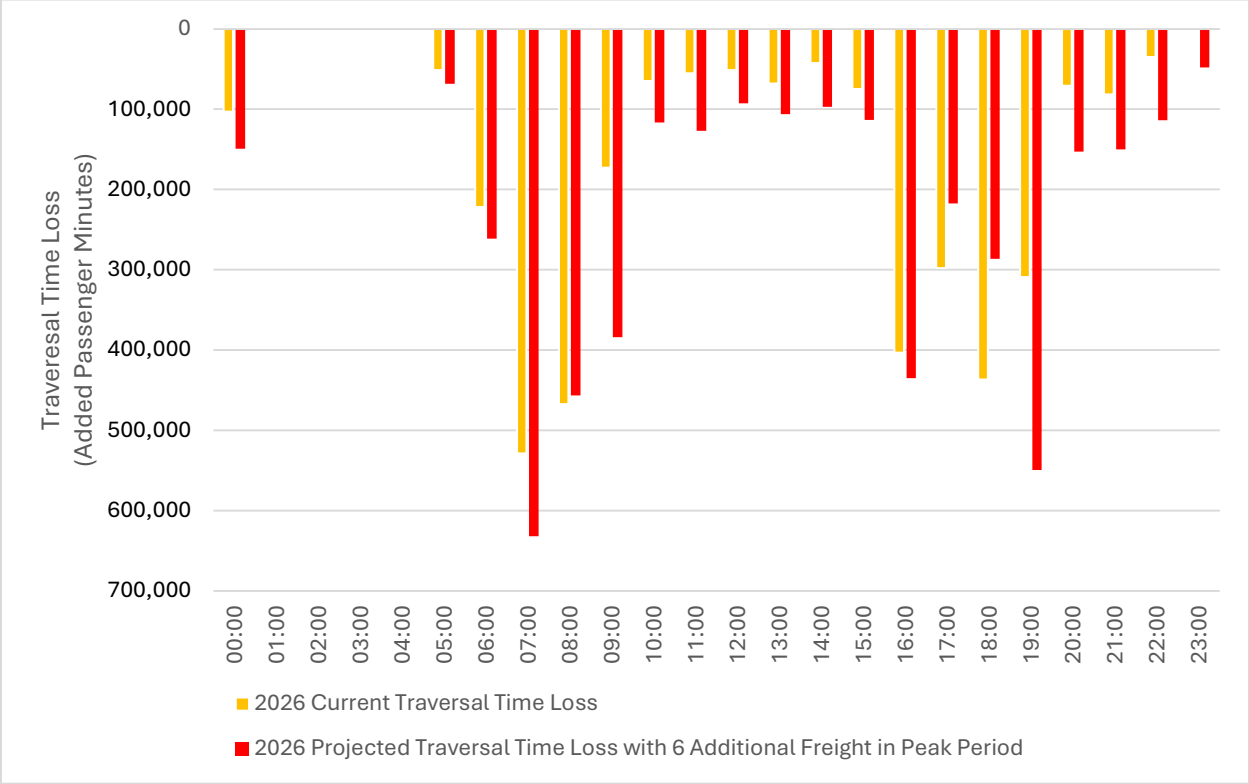
Table 2: Proposed Merger Impacts to NJT TRANSIT Operations

Scenario	Added Passenger Minutes	Added Passenger Hours
2026 full year (no additional freight)	3,538,114	58,969
2026 (6 added freight all-day)	4,362,603	72,710
2026 (6 added freight peak hours)	4,558,041	75,967
2026 (6 added freight 7 a.m.)	4,428,985	73,816

13. Accounting for both NJ TRANSIT and freight trains, the model shows a high increase in added passenger time under all scenarios, and especially when freight trains are scheduled into the peak period. This burden was concentrated in peak hours. For the current year, before modeling any additional freight, peak periods[1] were responsible for 80 percent of Traversal Time Loss. When modeling six additional freight trains scheduled into the peak period, this peak hours figure remains at 74 percent. The slight reduction due to the model's accounting for fluctuation in train counts yet still captures the total projected increase of 1.02 million additional passenger minutes. See Figure 3 showing hourly Traversal Time Loss for both scenarios.

[1] NJ TRANSIT defines "Peak Periods" to include trains arriving at their terminus between 6:00a.m.-10:00a.m. ET and 4:00p.m.-8:00p.m. ET. NJ TRANSIT defines "Peak Hours" on the Lehigh Line based on the times when it schedules meets from 7:00a.m.-9:00a.m. ET and 5:00p.m.-7:00p.m. ET. Of NJ TRANSIT's 683 daily weekday trains, 276 trains operate during the morning peak period, and 250 trains operate during the evening peak period, which NJ TRANSIT defines as trains scheduled to arrive at New York Penn Station, Newark Penn Station, or Hoboken Terminal between 6:00a.m and 10:00a.m. ET, or scheduled to depart from those stations between 4:00p.m. and 8:00p.m. ET.

Figure 3: Current vs. Projected Traversal Time Loss Using 2026 Train Counts



14. In addition to Traversal Time impacts, the analysis uncovered peak-period burden is also concentrated, and increasing, for delay values. Table 3 illustrates the follow findings. From 2024 to 2026, freight-interference delay minutes has increased in sum total from 1,651 minutes of delay to 2,869 minutes of delay. Note that 2026's values are not complete yet as the data stops at October 15th, 2026. This increase in delay minutes has been most profound during the peak periods, wherein the share of peak period delay minutes has increased from 58 percent in 2024 to 71 percent in 2026, doubling sum total values in the peak.

Table 3: 2024-2026 Freight-Interference Delay Minutes

	AM Peak	PM Peak	All Peak	Off Peak	Total
2024	192	760	952	699	1,651
	12%	46%	**58%**	42%	
2025	646	803	1,449	615	2,064
	31%	39%	**70%**	30%	
2026	957	1,088	2,045	824	2,869
	33%	38%	**71%**	29%	

15. These findings provide an accurate narrative of impact the Transaction will have on the Lehigh Line without any mitigations. While the Applicants provide a fluid capacity figure of [redacted] trains per day, they fail to account for peak period impacts or current and increasing delay values. Under current conditions, the Lehigh Line is already experiencing constrained capacity due to the scheduling of freight during peak periods.

16. In sum, these results indicate that the proposed Transaction's effects cannot be evaluated solely by comparing total daily train counts and the Applicants' state fluid capacity figure. The analysis shows that when freight impacts are concentrated during NJ TRANSIT's busiest periods, additional freight movements are associated with increased Traversal Time Loss and freight-interference delays. Under the modeled scenario of six additional freight trains distributed across peak hours, projected added passenger travel time increased to approximately 4.56 M minutes, or 75,967 passenger hours, using 2026 train counts. Freight-interference delay minutes also increased from 1,651 in 2024 to 2,869 in 2026, although the 2026 data covers only 10 months. These findings show that the Lehigh Line's current operations cannot handle additional scheduled freight during peak periods without detrimental impact to NJ TRANSIT's passenger service.

B. The Applicants' Data and Analyses are Insufficient to Reach Their Conclusion that Projected Merger-Related Growth in Freight Traffic Can Be Absorbed without Impacting Passenger Service Levels

17. In the Application, the Applicants failed to include a passenger rail impact analysis on the Lehigh Line. In its May 28, 2026, Decision No. 21, the Surface Transportation Board required that the Applicants provide information regarding how passenger rail will actually be impacted by freight traffic increases. Decision No. 21 at 32. Of particular importance to NJ TRANSIT, Decision No. 21 mandated that the Applicants undertake a passenger rail impact analysis for the Lehigh Line and address how the Applicants' lines that host passenger services have sufficient capacity to support projected freight increases while maintaining current passenger service levels. *Id.*

18. Filed on July 27, 2026, the Applicants' Second Supplemental Response to Decision No. 21 included additional verified statements and supporting workpapers responding to the passenger rail impact analysis mandate. Second Supplemental Response, UP-80/NS-78, STB ID-311847. In sum, Applicants estimated that the shared six-mile segment of the Lehigh Line with NJ TRANSIT has theoretical fluid capacity of approximately [redacted] per 24 hours and that four to five incremental freight trains can be added while maintaining the current level of 52 weekday NJ TRANSIT trains. *Id.* at Supp. Page 164; Workpaper "Conrail Lehigh Line – Highly Confidential.xlsx," Tab "Summary." However, the four to five additional trains depend upon the Applicants' routing assumptions, particularly whether they would utilize Port Reading Secondary for additional incremental movements, an unlikely choice given the line's physical constraints. Additionally, under the Growth Plan, the Applicants intend to introduce three new daily intermodal train pairs between

Croxton and Lathrop, California; City of Industry, California; and Laredo, Texas. Op. Plan ¶¶ 241–42, 245–46, 251–52.

19. The Applicants' described their impact analysis as "[u]sing the best information reasonably available, that analysis confirms that the projected increase in freight traffic can be accommodated while maintaining existing passenger operations on New Jersey Transit's Raritan Valley Line." Second Supplemental Response, UP-80/NS-78, STB ID-311847 at Supp. Page 159. The Applicants went on to conclude that their empirical analysis illustrates that, "based on historical operating data, that Applicants' lines have repeatedly accommodated traffic volumes at or above projected post-merger levels without degrading passenger performance and confirm that projected merger-related growth in freight traffic can be absorbed without impacting passenger service levels." *Id.* at Supp. Page 160.

20. Based on my experience conducting quality control on rail and transit engineering projects and related data analyses, I do not believe Applicants' impact analyses is sufficient to reach such a conclusion. This is largely due to the following insufficiencies:

a. The Applicants Fail to Account for Accurate Time-of-Day Capacity

21. The main problem with the Applicants' analysis is that is does not account for variations in corridor use throughout a 24-hour day. The Applicants' analysis uses a non-corridor specific calculation of theoretical 24-hour capacity, which ignores the reality that more than half of NJ TRANSIT movements on this shared segment occur during morning and evening peak commuting periods. The problem is not whether four to six additional freight trains can be accommodated within a 24-hour day, rather, it is whether the Applicants can guarantee that those additional freight trains will be scheduled and dispatched during time periods that will not squeeze the already busy shared segment during the peak commuting

periods when NJ TRANSIT requires available capacity to operate scheduled passenger rail service.

22. Combined, morning and evening peak commuting hours add up to approximately eight hours per day, leaving the other 16 hours in the day with more flexible capacity. Standard practice for evaluating main line track capacity usually involves accounting for direction and time period. In order to get a full picture of capacity, it is generally advisable to get peak and off-peak movement counts, by direction, as well as derive headways and infrastructure limitations at interlockings and junctions. A capacity model should test scenarios under specific time periods to account for peak and off-peak impacts to operations. [redacted] A single value to represent the impact on these eight hours obscures the real effect additional train counts would have on the line. Further, the capacity analysis did not account for direction, which is important for the Lehigh Line as there are two track segments, one dedicated for Eastbound and the other for Westbound trains during peak periods.

23. The harm from this inadequate analysis is simple: the Applicants' 24-hour capacity assumption does not account for the specific periods within a 24-hour day when NJ TRANSIT experiences its most consequential operating constraints. And, at its core, the impact of Applicants' failure to accurately account for time-of-day capacity is passenger service delays.

b. The Applicants Fail to Account for Delay

24. Another notable problem with the Applicants' analysis is that is does not account for passenger service delays already caused by freight traffic interference.

25. NJ TRANSIT data demonstrates that existing freight movements already interfere with service on the Raritan Valley Line during peak commuting periods. NJ TRANSIT tracks this data as delay count minutes in increments of six or more minutes at destination, and consistently tracks the number of NJ TRANSIT trains delayed due to freight train interference. Delay counts (the number of delays) and delay minutes (the time of those delays above the six minute threshold) are the most reliable and repeatable method of tracking freight traffic impact to the Lehigh Line because those can be directly tied to the freight responsible for the delay.[2] NJ TRANSIT's data demonstrates a particularly pronounced negative impact when freight trains do not clear the Shared Segment east of CP Newark while entering the North Jersey Terminal at the slower speeds required for operating within the terminal's limits.

26. NJ TRANSIT's data depicts what the Applicants' analysis did not. In 2025, 2,064 delay minutes were directly attributable to 152 freight interference-caused delays. Additionally, in 2025, freight interference-caused delays were responsible for 30 percent of off-peak delays, 31 percent of morning peak delays, and 39 percent of evening peak delays. Combining morning and evening peak hours accounts for 70 percent of freight interference-caused delay on the Raritan Valley Line.

[2] The CHRONO dataset has three relevant limitations: (1) delays of fewer than six minutes at a train's final destination are not recorded, even when the train experienced a longer delay earlier in its trip; (2) delays may have multiple causes, making it difficult to isolate the minutes attributable to freight interference; and (3) a delay identified as freight interference may also involve other contributing factors, limiting the reliability of counting it as solely freight-caused. This being the case, all strict evaluation of the RTC comments in the CHRONO ensured that freight-interference delays were at minimum solely freight responsible. Thus, all values presented are minimum values, with the potential for higher counts that were obscured by other causes.

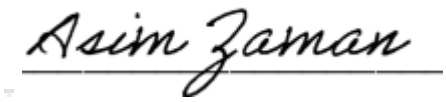
27. In sum, a vital component of an accurate capacity analyses accounts for how existing operations already strain segments. The Applicants' analysis fails to meet this standard. Not accounting for existing constraints in an impact analysis is a red flag in the rail engineering and planning community, and I urge the Surface Transportation Board to be wary of an impact analysis that does not take such a basic factor into account.

III. Conclusion

28. As a transportation engineer with experience analyzing rail impacts in the Northeast, my analysis demonstrates that the Applicants' passenger rail impact analysis lacks basic, core assumptions and data points and, thus, lacks accurate conclusions. Based upon my team's extensive analysis, I urge the Board to use the definitive protections based on the vetted analysis I have provided to curb the impacts that the merger will have on NJ TRANSIT's passenger rail operations.

29. I, Asim Zaman, declare under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this Verified Statement.

Executed on November 16, 2026.



Asim Zaman
Engineering Research Project Manager
Rutgers University's Center for Advanced Infrastructure and Transportation

Exhibit 4

TRACKAGE RIGHTS AGREEMENT

BETWEEN

NEW JERSEY TRANSIT CORPORATION,
NEW JERSEY TRANSIT RAIL OPERATIONS, INC.

AND

CONSOLIDATED RAIL CORPORATION,

EFFECTIVE OCTOBER 1, 1984

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TRACKAGE RIGHTS AGREEMENT BETWEEN
NEW JERSEY TRANSIT CORPORATION
AND THE CONSOLIDATED RAIL CORPORATION

This TRACKAGE RIGHTS AGREEMENT ("Agreement"), effective as of October 1, 1984, is made between New Jersey Transit Corporation ("NJTRANSIT"), an instrumentality of the State of New Jersey, with offices at P.O. Box 10009, Newark, New Jersey 07101, and the Consolidated Rail Corporation ("Conrail"), with offices at Six Penn Center Plaza, Philadelphia, Pennsylvania 19103.

WITNESSETH

WHEREAS, the Northeast Rail Service Act of 1981 (NERSA) directs in Sections 1136 and 1137 that Conrail shall convey to commuter authorities rail properties used or useful in the operation of passenger service and retain appropriate trackage rights for its freight operations; and

WHEREAS, in accordance with NERSA §1137 (§506(b)), the Parties hereto have executed a Transfer Agreement, dated September 1, 1982 (NERSA Agreement); and

WHEREAS, in accordance with NERSA and the NERSA Agreement, it is necessary to establish appropriate operating rights, maintenance responsibilities, and financial arrangements between the Parties for continued operation of passenger and freight service over NJTRANSIT and Conrail Rail Properties and to supersede the Freight Service Agreement between NJTRANSIT and Conrail for Properties Acquired By New Jersey dated May 13, 1981; and

WHEREAS, the parties entered into an Interim Trackage Rights Agreement effective January 1, 1983, which by extension terminates September 30, 1984;

NOW, THEREFORE, in consideration of the covenants, agreements, representations, and warranties contained herein, and intending to be legally bound, NJTRANSIT and Conrail agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

[redacted]

(b) "Conrail" shall mean the Consolidated Rail Corporation, a corporation organized under the laws of Pennsylvania pursuant to the Regional Railroad Reorganization Act of 1973, as amended, 45 U.S.C. §701 et seq (RRR Act).

(c) "CPP Rail Properties" are those rail properties owned by Conrail over which NJTRANSIT has retained an easement for its passenger operations and which are also used for freight operations as identified in Exhibit No. 2, hereto.

(d) "NERSA" shall mean the Northeast Rail Service Act of 1981.

(e) "NERSA Agreement" shall mean the September 1, 1982, Agreement between NJTRANSIT and Conrail setting forth terms, conditions, and procedures for the transfer of passenger service operations.

(f) "NJTRANSIT" shall mean the New Jersey Transit Corporation, an instrumentality of the State of New Jersey, successor to the former Commuter Operating Agency pursuant to N.J.S.A. 27:25-1 et seq. Whenever reference is made to NJTRANSIT, it shall include New Jersey Transit Corporation and its wholly owned subsidiary New Jersey Transit Rail Operations, Inc.

(g) "NJTRANSIT Rail Properties" shall mean those Rail Properties owned or leased by NJTRANSIT identified in Exhibit No. 1 hereto. NJTRANSIT Rail Properties are divided into two categories as follows:

"Category NF Rail Properties" are those properties over which Conrail has retained an easement for its freight operations and which are not used for passenger operations.

"Category NFP Rail Properties" are those properties over which Conrail has retained an easement for its freight operations and which are also used for passenger operations.

(h) "NJTRO" shall mean New Jersey Transit Rail Operations Incorporated, a subsidiary of New Jersey Transit Corporation.

(i) "Owner" shall mean Conrail when referring to CFP Rail Properties and shall mean NJTRANSIT or its designee when referring to NJTRANSIT Category NF and Category NFP Rail Properties.

(j) "Party" shall mean Conrail or NJTRANSIT.

(k) "Parties" shall mean Conrail and NJTRANSIT collectively.

(l) "Rail Properties" shall mean the NJTRANSIT-owned Rail Properties and Conrail-owned Rail Properties as set forth in Exhibits 1 and 2.

(m) "User" shall mean Conrail when referring to NJTRANSIT Category NF and Category NFP Rail Properties and shall mean NJTRANSIT when referring to CFP Rail Properties owned by Conrail.

ARTICLE II

ACCESS TO RAIL PROPERTIES

Section 2.01 Access to NJTRANSIT Rail Properties

(a) NJTRANSIT hereby grants to Conrail, subject to the provisions of this Agreement and the easements retained by Conrail as contained in deeds to the State of New Jersey and NJTRANSIT conveyed pursuant to the RRR Act and NERSA, the right to enter upon and use the existing tracks and related operating facilities located on NJTRANSIT Rail Properties listed in Exhibit No. 1 for the purpose of performing Conrail's freight service, maintaining solely freight facilities and securing Conrail's property and equipment.

(b) NJTRANSIT retains the right to utilize, or to permit any other carrier or carriers to utilize the NJTRANSIT Rail Properties subject to an easement set forth in Exhibit 3 of the Memorandum of Understanding between the Grantor (Conrail) and Grantee (NJTRANSIT) dated March 30, 1979, as follows:

> "Grantee agrees that Grantor has retained trackage rights for freight operations over real property conveyed to the Grantee pursuant to Section 206(d)(5)(C) and 206(c)(1)(D) of the Regional Rail Reorganization Act of 1973, as amended, 45 U.S.C.A. Section 701 et seq. (the "Act"). These trackage rights are exclusive except to the extent that trackage rights have been provided to third parties pursuant to federal law including but not limited to rights reserved to third parties in the conveyance deeds for these properties which Grantor received from the United States Railway Association ("USRA") as certified by the Special Court pursuant to Section 303(b)(1) of the Act and rights provided to the National Railroad Passenger Corporation in the Off-Corridor Operating Agreement with Conrail executed on

"April 1, 1976 pursuant to Section 402(a) of the Railroad Passenger Service Act; provided, however, that the Grantee retains its right to use, or permit another party or parties to use, the real property for any purpose, provided that such utilization does not unreasonably interfere with Grantor's trackage rights and, provided further, that the Grantee's retained right shall be of no force and effect to the extent that it shall have been determined by the USRA, a regulatory body, or a court, subject to a final judicial determination upon timely appeal from a challenge to any such determination, that the trackage rights retained by Grantor are exclusive."

Section 2.02 Changes In Use Of NJTRANSIT Rail Properties

NJTRANSIT upon thirty (30) days written notice reserves the right on NJTRANSIT Rail Properties to redesignate individual rail properties listed in Exhibit No. 1 from one category to another to reflect changes, or planned changes, in the nature of services operated over such properties.

Section 2.03 Access To CPP Rail Properties

(a) Conrail hereby grants to NJTRANSIT, subject to the provisions of this Agreement and NJTRANSIT easements, the right to enter upon and use tracks and related operating facilities located on CPP Rail Properties listed in Exhibit No. 2 for the purpose of performing the NJTRANSIT rail operations, maintaining solely passenger facilities, and securing NJTRANSIT's property and equipment.

(b) Conrail retains its right to use, or to permit another entity or entities to use CPP Rail Properties provided that such utilization does not unreasonably interfere with NJTRANSIT's rights under this Agreement or its easements.

(c) Conrail hereby grants to NJTRANSIT the right to enter upon and use tracks and related operating facilities as identified in Section 2.07(c)ii and Exhibit No. 5 of the NERSA Agreement.

Section 2.04 Additional Use of Rail Properties Owned by Conrail

Subject to the provisions of this Agreement and Section 2.07(c)i of the NERSA Agreement, Conrail grants to NJTRANSIT the right and license to enter upon and utilize other existing tracks and related operating facilities owned by Conrail which are not presently used in NJTRANSIT passenger service. NJTRANSIT's use shall not unreasonably interfere with Conrail's freight service. NJTRANSIT shall give ninety (90) days written notice to Conrail of NJTRANSIT's intent to use said properties.

ARTICLE III

MANAGEMENT AND OPERATIONS

Section 3.01 NJTRANSIT Rail Properties

(a) NJTRANSIT retains the right to establish the overall policies governing the management and operational control of NJTRANSIT Rail Properties, including, but not limited to the dispatching and control of all trains. NJTRANSIT's right shall not be exercised in a manner which would unreasonably interfere with Conrail's Trackage Rights.

(b) The scheduling and movement of passenger trains and equipment shall take preference over all other train scheduling and movements. NJTRANSIT shall provide thirty (30) days written notice of changes in passenger train schedules of more than 10 minutes from origin or destination or changes by way of additional train service.

(c) Conrail's freight operating rights described in this Agreement are for the sole purpose of permitting Conrail to operate its road and local freight trains, as identified in Exhibit No. 3, as well as emergency trains, special trains, locomotives, switching movements, and other on-track equipment.

(d) Subject to thirty (30) days written notice to NJTRANSIT, Conrail shall have the right to amend the level of its freight service described in Exhibit No. 3 (Conrail's Classification and Schedule of Freight Service dated 10/1/84); provided, however, that the character, scheduling or extent of the amended freight service to be rendered under this Agreement shall not unreasonably interfere with existing or planned uses of NJTRANSIT Rail Properties.

(e) NJTRANSIT reserves the right to operate special or emergency trains and other on-track equipment over NJTRANSIT Category NF Rail Properties.

Section 3.02 CFP Rail Properties

(a) Conrail retains the right to establish the overall policies governing the management and operational control of CFP Rail Properties, including, but not limited to, the dispatching and control of all trains. Conrail's right shall not be exercised in a manner which would unreasonably interfere with NJTRANSIT's Trackage Rights.

(b) The scheduling and movement of NJTRANSIT passenger trains shall take preference over all other train movements.

(c) NJTRANSIT's passenger operating rights described in this Agreement are for the purpose of permitting NJTRANSIT to operate passenger trains in revenue service as identified in Exhibit No. 4 (NJTRANSIT's Public Timetable dated October 26, 1984) and nonrevenue service including, but not limited to, emergency trains, special trains, locomotives, and other on-track equipment.

(d) Subject to thirty (30) days written notice to Conrail, NJTRANSIT shall have the right to amend the level of its passenger service described in Exhibit No. 4; provided, however, that the character, scheduling or extent of the amended passenger service shall not unreasonably interfere with existing or planned uses of CFP Rail Properties.

(e) NJTRANSIT agrees to provide dispatching services between Suffern, New York, and Port Jervis, New York. In the event that passenger service operated over this line is terminated, NJTRANSIT reserves the right to cancel this arrangement upon sixty (60) days written notice to Conrail. If the CTC dispatching equipment related to the territory can be readily segregated, NJTRANSIT agrees to make it available to Conrail for the then market value.

(f) NJTRANSIT agrees to provide dispatching service for the Middlebrook Running Track.

Section 3.03 General Provisions

(a) Provisions Covering All Properties

(1) As used in this Agreement, whenever reference is made to the trains, locomotives, cars or equipment of, or in the control of, one of the parties hereto, such expression means the trains, locomotives, cars or equipment in the possession of or operated by one of the Parties and includes such trains, locomotives, cars or equipment which are owned by, leased to, or the responsibility of such Party. Whenever such locomotives, cars or equipment are owned or leased by one Party to this Agreement and are in the possession or control of the other Party to this Agreement, such locomotives, cars or equipment shall be considered those of the other Party under this Agreement.

(2) User shall comply with the provisions of applicable federal and state laws, regulations, and rules respecting the operation, condition, inspection, and safety of its trains, locomotives, cars and equipment while such trains, locomotives, cars and equipment are being operated over the Owner's Rail Properties.

[redacted]

(3) Owner shall be responsible for compliance with the provisions of applicable regulations of the Federal Railroad Administration and other entities with regulatory authority over the rail industry as well as federal, state, and municipal laws regarding the condition of the Rail Properties, except that Conrail shall be responsible for Category NF Rail Properties, and solely freight properties connected to or on Category NFP Rail Properties including those properties for which NJTRANSIT has the maintenance responsibility under Section 4.01(b)(2). [redacted]

(4) The Party responsible for the maintenance of the Rail Properties shall also be responsible for furnishing main track height and width clearances and maintain appropriate records. In the event

any clearances in effect on the effective date of this Agreement are amended, either increased or reduced, the responsible Party shall notify the other Party either prior to the occurrence or as soon as possible thereafter. It is understood and agreed that clearances shall not be reduced without mutual consent of the Parties.

(5) Conrail agrees to make its clearance car available to NJTRANSIT, subject to Conrail's scheduling, at the then current rental rate. Billing shall be in accordance with the provisions of Section 5.07.

(b) Provisions Covering NJTRANSIT Category NFP Rail Properties and CFP Rail Properties:

(1) User in its use of these Rail Properties will comply in all respects with the operating rules and regulations of Owner, and the movement of User's trains, locomotives, cars and equipment over these Rail Properties shall at all times be subject to the orders of the transportation officers of Owner.

(2) User shall make such arrangements with Owner as may be required to have all of its employees who shall operate its trains, locomotives, cars and equipment over these Rail Properties qualified for operation thereover.

(3) In the event Owner conducts an investigation or hearing concerning the violation of any operating rule or practice of Owner by an employee or employees except officers of User, User shall be notified in advance of any such investigation or hearing and such investigation or hearing may be attended by any official designated by User and shall be conducted in accordance with the collective bargaining agreements, if any, that pertain to said employee or employees.

(4) Owner shall have the right to exclude from these Rail Properties, for the length of time specified in a disciplinary proceeding, any employee of User, except officers, as determined by Owner, as the result of such investigation or hearing described above, to be in violation of Owner's rules, regulations, orders, practices or instructions issued by Timetable or otherwise. [redacted]

(5) If, by reason of any mechanical failure or for any other cause not resulting from an accident or derailment, a train or locomotive of User becomes stalled and unable to proceed under its own power, or fails to maintain the speed required by Owner on these Rail Properties, or if in emergencies crippled or otherwise defective cars are set out of User's trains on these Rail Properties, Owner shall have the option of allowing the User to furnish motive power or such other assistance as may be necessary to haul, help or push such trains, locomotives or cars, or to promptly move the disabled equipment off these Rail Properties, or the Owner may perform the necessary functions. [redacted]

(6) If it becomes necessary to make repairs to or adjust or transfer the lading of such crippled or defective cars in order to move them off these Rail Properties, such work shall at the option of the Owner be done by the User or the Owner. [redacted]

ARTICLE IV

MAINTENANCE AND CONSTRUCTION ON RAIL PROPERTIES

Section 4.01 Responsibility For Maintenance, Replacement, Construction, Reconstruction, and Alteration of NJTRANSIT Rail Properties [redacted]

(a) NJTRANSIT Rail Properties

(1) NJTRANSIT has the right to establish the overall policies governing, and the implementation thereof, routine and non-routine maintenance, replacement, construction, reconstruction, alteration and removal of all NJTRANSIT Rail Properties.

(b) NPP Property - NJTRANSIT Responsibility

(1) NJTRANSIT or designee shall perform routine and non-routine track maintenance together with the maintenance of signal appliances and derails, if any, for the portion of solely freight sidings located between the point of switch and the clearance point and any solely freight crossover out of the main track.

[redacted] Such facilities are listed on Exhibit No. 5. [redacted]

For purposes of this Agreement, routine maintenance shall be that work performed by section forces generally limited to inspections, switch stand and rod adjustments, lubricating, welding, respiking, spot surfacing and tamping, signal department tests and inspection, and programmed turnout surfacing by either section or program forces. [redacted] Non-routine maintenance shall be that work generally performed and programmed on a cycle, on a project or emergency basis, consisting of partial or entire replacement of switch timbers, ties, metal materials, ballast, switch stands, signal apparatus, and derails, if any. This may be performed by program gang or section forces. [redacted]

Whenever in the sole opinion of NJTRANSIT, any existing solely freight facility located between the point of switch and the clearance point and any solely freight crossover out of the main track requires non-routine maintenance, NJTRANSIT shall prepare and provide to Conrail an estimate of the costs [redacted] Within sixty (60) days after receipt of the aforesaid estimate Conrail shall advise NJTRANSIT whether the solely freight facility is required for the performance of Conrail's freight service. In the event that Conrail advises that said solely freight facility is required for the performance of Conrail's freight service, NJTRANSIT, shall perform or arrange to have performed the aforesaid non-routine maintenance, Conrail shall pay NJTRANSIT [redacted] In the event that Conrail advises that said solely freight facility is not required for the performance of Conrail's

freight service, as provided for in this Agreement, the provisions of Section 4.03 shall apply. [redacted]

(2) With respect to certain solely freight facilities located beyond the clearance point as identified in Exhibit No. 6, NJTRANSIT or designee agrees to perform routine and non-routine maintenance as defined herein[redacted] Conrail agrees that the level of maintenance to be performed by NJTRANSIT shall be at FRA Class I.

For purposes of this Agreement, routine maintenance of the facilities shall be that work performed by section forces generally limited to inspection, lubricating, welding, respiking, spot surfacing and tamping. [redacted]

For purposes of this Agreement, nonroutine maintenance of the facilities shall be that work generally performed and programmed on a cycle or project basis, consisting of partial or entire replacement of ties, metal materials, ballast, switch stands, signal apparatus and derails, if any. This work may be performed by program or section forces. Replacement, construction, reconstruction, and alteration are also considered as non-routine maintenance. Whenever

in the sole opinion of NJTRANSIT, any existing solely freight facility requires non-routine maintenance, NJTRANSIT shall prepare and provide to Conrail an estimate of the cost [redacted] Within sixty (60) days after receipt of the aforesaid estimate Conrail shall advise NJTRANSIT whether the solely freight facility is required for the performance of Conrail's freight service. In the event that Conrail advises that said solely freight facility is required for the performance of Conrail's freight service, NJTRANSIT shall perform or arrange to have performed the aforesaid non-routine maintenance, and Conrail shall pay NJTRANSIT [redacted] In the event that Conrail notifies NJTRANSIT that it does not wish to have the work performed, NJTRANSIT's maintenance responsibility shall terminate. [redacted]

[redacted]

(3) In the event that any replacement, construction or alteration will result in a change in weight of rail, grade, alignment or location, as well as removal, Conrail shall obtain the written approval of NJTRANSIT prior to undertaking any work whose approval shall not be unreasonably withheld.

(4) Conrail shall be responsible for compliance with the provisions of applicable regulations of the Federal Railroad Administration including, but not limited to, a petition to the FRA for the assignment of maintenance responsibilities pursuant to 49 C.F.R. 213.5 and other entities with regulatory authority over the rail industry as well as federal, state and municipal laws regarding the condition of the solely freight facilities on NPP Rail Properties. [redacted]

(d) NF Rail Properties - Conrail Responsibility

(1) Maintenance of right of way and maintenance of facilities located on NF Rail Properties shall be performed by Conrail or its designee [redacted]

(2) Conrail, subject to Section 3.03(a)(3), shall determine the level of and requirements for maintenance as long as no NJTRANSIT use is scheduled for these facilities or until freight service thereon is abandoned by Conrail. If NJTRANSIT intends to institute passenger service over Category NF lines, Conrail shall have one hundred twenty (120) days after NJTRANSIT's written notice to restore the track to the level of maintenance as of January 1, 1983. In the event that NJTRANSIT initiates passenger service or Conrail discontinues freight service on any of these properties, and it is then determined that Conrail has not maintained these properties at or brought them to, the level of maintenance as of January 1, 1983, NJTRANSIT shall have the right to perform the necessary work within one (1) year from the date of the Conrail's abandonment of service and Conrail shall reimburse NJTRANSIT [redacted]

(3) In the event that any such replacement, construction or alteration will result in a change in weight of rail, grade, alignment or location, as well as removal, Conrail shall obtain the written approval of NJTRANSIT prior to undertaking any work. NJTRANSIT's approvals shall not be unreasonably withheld.

(4) Conrail shall also be responsible for compliance with the provisions of applicable regulations of the Federal Railroad Administration including, but not limited to, a petition to the FRA for the assignment of maintenance responsibilities pursuant to 49 C.F.R. 213.5 and other entities with regulatory authority over the rail industry as well as federal, state and municipal laws regarding the condition of Rail Properties. [redacted]

Section 4.02 Construction of New Industrial Sidetracks or Other Solely Freight Facilities on NJTRANSIT Rail Properties

(a) NJTRANSIT Rail Properties

(1) NJTRANSIT authorizes Conrail to negotiate with industries located along the NJTRANSIT Rail Properties and to contract with those industries for the installation, construction, maintenance, alteration and removal of industrial sidetracks which will be on or connected to NJTRANSIT Rail Properties. In the event Conrail wishes to have installed such industrial sidetrack, Conrail shall arrange for the industry to negotiate a suitable permit arrangement with NJTRANSIT. For industrial sidetracks and solely freight facilities for Conrail's use, Conrail shall obtain a permit

for Conrail's use, Conrail shall obtain a permit from NJTRANSIT. Said permit shall define the purposes to which the NJTRANSIT Rail Properties shall be put. [redacted]

(2) Whenever Conrail proposes a new industrial sidetrack which will be constructed on NJTRANSIT Rail Properties, Conrail shall submit to NJTRANSIT for NJTRANSIT's review and approval, engineering plans and drawings showing the location, dimension, grade and alignment as well as material specifications of such sidetrack together with plans and drawings for any construction adjacent to or in support thereof. Said engineering plans and drawings shall be submitted in quadruplicate.

(3) For work other than new industrial sidetracks, the Parties shall enter into a separate agreement covering the scope of work to be performed, submission and approval of plans and drawings, schedule of payments as well as other terms and conditions.

(4) Approval of plans for sidetrack or other solely freight facility installation which are consistent with NJTRANSIT's operating requirements and general installations and material specifications will not be unreasonably withheld or delayed.

[redacted] Category NF Rail Properties - Construction by Conrail

[redacted]

(c) Category NFP Rail Properties - Construction by NJTRANSIT

(1) Within thirty (30) days following the approval of the aforesaid sidetrack plans and drawings for construction on NJTRANSIT Category NFP Rail Properties, NJTRANSIT shall submit to Conrail a cost estimate for the labor portion of the proposed construction from the point of main track switch to the clearance point therefrom, including related signals, signal appliances and derails, together with a time schedule for constructing that portion of the sidetrack.

(2) All materials which are identified by NJTRANSIT for the construction of approved sidetracks from the point of main track switch to the clearance point therefrom shall be supplied [redacted] by Conrail to NJTRANSIT at a location to be agreed upon between the Parties.

(3) Upon delivery of the required materials by Conrail and receipt of payment from Conrail of the estimated labor expense, NJTRANSIT shall perform or arrange to have performed the construction of said sidetrack from the point of main train switch to the clearance point therefrom, including signals, signal appliances, and derails on NJTRANSIT Rail Properties. [redacted]

[redacted]

Section 4.03 Removal of Solely Freight Facilities

(a) Conrail shall not remove any solely freight facility without first obtaining NJTRANSIT's written permission whose approval shall not be unreasonably withheld.

(b) Main track Turnouts and Crossovers - NFP Property

(1) It is understood and agreed that by no later than April 1, 1985, Conrail shall notify NJTRANSIT in writing pursuant to Section 9.05 as to the solely freight turnouts and crossovers located in the main tracks which are not required for Conrail's freight service and Exhibit No. 5 shall be amended accordingly. [redacted] The salvage therefrom

[redacted]

(c) Main Track Turnouts and Crossovers - NF Property

([redacted]

(2) For main track turnout and crossovers constructed as provided for in Section 4.02(b) of this Agreement, it is agreed and understood that if it is determined as provided by this Agreement that a solely freight facility is no longer required by Conrail's freight service, it will be removed by Conrail [redacted]

(d) Other Solely Freight Facilities - NF AND NPP Properties

[redacted]

(2) For track and appurtenances constructed by Conrail on NJTRANSIT's property as provided by Section 4.02(d) of this Agreement, it is agreed and understood that if it is determined as provided by this Agreement that such track and appurtenances are no longer required for Conrail's freight service Conrail shall be entitled to the materials released [redacted]

[redacted]

[redacted]

(4) As to the classification of salvage, whether secondhand or scrap, and the estimated cost of removal; in regard to NFP property it shall be determined by NJTRANSIT, and for NP and CFP properties by Conrail.

(5) In regard to solely freight facilities constructed in accordance with Section 4.02(b), (c) and (d) of this Agreement, in the event that Conrail's easement for a line or portion thereof has expired under the provisions of this Agreement, ownership of the facilities shall accrue to NJTRANSIT.

[redacted]

Section 4.04 Responsibility for Maintenance Replacement, Contruction, Reconstruction and Alteration of CFP Rail Properties

(a) Conrail shall have the right to establish the overall policies governing maintenance, construction, reconstruction, restoration, and alteration and removal of all CFP Rail Properties. Conrail's right shall not be exercised in a manner which would unreasonably interfere with NJTRANSIT Trackage Rights. Conrail shall have the responsibility to perform or to arrange for the performance of the routine and non-routine maintenance defined in Section 4.01(b)(1).

(b) In the event NJTRANSIT constructs or arranges for the construction of additional facilities on CPP Rail Properties pursuant to Section 4.04(d) which results in changes in the level of maintenance costs, [redacted]

(c) With respect to CPP Rail Properties listed in Exhibit No. 2, parties agree that Conrail shall determine the level of maintenance and shall bear the complete responsibility therefor as long as the level of maintenance and utility is not less than the level as of January 1, 1983.

(d) At the prior written request of NJTRANSIT, Conrail or its contractor shall replace, reconstruct, alter or improve any existing solely passenger facility or construct new passenger facility located on CPP Rail Properties necessary for passenger operations including but not limited to platforms, stations, electrification, signal or communication facility changes, and passenger sidings. [redacted] The Parties shall enter into a separate agreement covering the scope of work to be performed, submission and approval of plans and drawings, schedule of payments as well as other terms and conditions.

(e) In the event a new solely passenger facility installed under provisions of this Section of the agreement is subsequently no longer required for NJTRANSIT's operation, Conrail may remove the solely passenger facilities. [redacted] NJTRANSIT shall be entitled to all materials

released. [redacted]

(f) In the event that NJTRANSIT's easement for a line or a portion thereof has expired, all solely passenger facilities shall become the property of Conrail subject to Federal restrictions as to disposal of passenger facilities no longer required.

ARTICLE V

COMPENSATION

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]



[redacted]

[redacted]

[redacted]

Section 5.09 Billing Address

Billing information including invoices shall be directed to:

IF CONRAIL:

General Manager - Contracts
Conrail, Room 801
1528 Walnut Street
Philadelphia, PA 19102

IF NJTRANSIT:

Manager, Accounts Payable
NJ Transit Rail Operations
95 Orange St.
P. O. Box 720
Newark, NJ 07101

[redacted]

Section 5.11 Maintenance and Inspection of Records

(a) Unless otherwise agreed, each of the Parties shall keep and maintain its books, records, accounts, and supporting workpapers which relate to operations, maintenance, and costs of the Rail Properties for the length of time prescribed by the Interstate Commerce Commission or the Urban Mass Transit Administration (UMTA).

(b) During normal business hours, each of the Parties shall have the right to inspect, examine, audit, and reproduce all books, records, accounts, and supporting workpapers of the other Party, which relate to the operations, maintenance and costs of the Rail Properties in support of billings as rendered.

ARTICLE VI

[redacted]

[redacted]

[redacted]

implicites

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

ARTICLE VII

CLEARING WRECKS

Section 7.01 Incidents On NJTRANSIT Rail Properties

(a) With respect to incidents on NJTRANSIT Category NP Rail Properties, the following provisions shall apply:

(1) When as a result of Conrail's sole use of NJTRANSIT Category NP Rail Properties rerailing, wrecking service or wrecking train service is required, Conrail shall perform, or arrange to have performed, such service [redacted] including, but not limited to, removal of damaged equipment, repair and restoration of roadbed, track, signals, communication systems and all other right of way structures. If in NJTRANSIT's opinion Conrail has not taken prompt corrective action, NJTRANSIT reserves the right to undertake such activities as may be necessary [redacted] Such repair and restoration shall be to a condition immediately preceding the wreck.

(2) In the event that NJTRANSIT's special use of these Category NP Rail Properties results in the need to clear wrecks, the provisions of Section 7.02 shall apply.

(b) With respect to incidents on NJTRANSIT Category NPP Rail Properties the following provisions shall apply:

(1) When, as a result of Conrail's sole use of NJTRANSIT Category NPP Rail Properties, rerailing, wrecking service or wrecking train service is required, NJTRANSIT, with the cooperation and assistance of Conrail, shall have the option of having Conrail promptly perform such service, or performing such service itself or by its contractor [redacted] including but not limited to, removal of damaged equipment, repair damaged equipment, repair and restoration of roadbed, track, signals, communication systems and all other right-of-way structures. Such repair and restoration shall be to a condition immediately preceding the wreck.

(2) When, as a result of NJTRANSIT's sole use of NJTRANSIT Category NPP Rail Properties, rerailing, wrecking service or wrecking train service is required, NJTRANSIT, with the cooperation and assistance of Conrail, shall have the option of having Conrail perform such service [redacted] or performing such service by itself or by its contractor, including without limitation, removal or and restoration of roadbed, track, signals, communication systems, and all other right of way structures.

(3) When, as a result of NJTRANSIT's and Conrail's joint use of NJTRANSIT Category NPP Rail Properties, rerailing, wrecking service or wrecking train service is required, the provisions of Section 7.01 (b)(1) will apply, [redacted]

(4) Conrail, to the extent requested by NJTRANSIT, will furnish manpower, equipment, tools, and supplies required to rerail and/or remove any and all locomotives, cars, and equipment.

(c) All Conrail locomotives, cars, equipment, lading (including loss thereof) and salvage from any such wreck or derailment shall remain the property and responsibility of Conrail. Any NJTRANSIT locomotives, cars, equipment, lading (including loss thereof) and salvage involved in such wreck or derailment shall remain the property and responsibility of NJTRANSIT.

[redacted]

Section 7.02 Incidents On CFP Rail Properties

(a) When, as a result of NJTRANSIT's sole use of CFP Rail Properties, rerailing, wrecking service, or wrecking train service is required Conrail promptly shall perform, or promptly arrange to have performed, such service [redacted] including without limitation, removal of damaged equipment, repair and restoration of roadbed, track, signals, communication systems and all other right of way structures. Such repair and restoration shall be to a condition immediately preceding the wreck.

(b) When, as a result of NJTRANSIT's and Conrail's joint use of CFP Rail Properties, rerailing, wrecking service, or wrecking train service is required the provisions of Section 7.02 (a) will apply,

[redacted]

(c) All NJTRANSIT locomotives, cars, equipment, lading (including loss thereof) and salvage from any such wreck or derailment shall remain the property and responsibility of NJTRANSIT. Any Conrail locomotives, cars, equipment, lading (including loss thereof) and salvage involved in such wreck or derailment shall remain the property and responsibility of Conrail.

(d) All billing for such work shall be in accordance with Section 5.07.

ARTICLE VIII

EMERGENCY LOCOMOTIVE USE

Section 8.01 Emergency Use of Either NJTRANSIT or Conrail Locomotives and Crews

The Parties hereto recognize that from time to time emergency conditions will arise requiring the use of a locomotive and/or crew of one of the Parties hereto for a period of less than twenty-four (24) hours in order to aid a locomotive and/or train of the other Party hereto. In that event and with the mutual agreement of the Parties hereto, emergency use of locomotives and/or crews will be made available by one Party to the other Party requiring said locomotives and crews at hourly rates specified below. Within forty-five (45) days of receipt of an invoice therefore, the using Party shall pay to the owning Party charges for the emergency use of said locomotive and/or crews computed in accordance with Conrail's then current EA-1 (Schedule of Rates and Surcharges Covering Billing Railroads for Use of Facilities, Services and Equipment). Any and all liability for the emergency use of said locomotives and/or crews shall be the responsibility of the Party using the locomotive and/or crew.

ARTICLE IX

TERMINATION, TERM, RENEGOTIATION, [redacted] DISCONTINUANCE

Section 9.01 Term

This Agreement shall be for an initial term of five (5) years commencing on October 1, 1984, and terminating at midnight on October 31, 1989, unless sooner terminated under applicable provisions of this Agreement. Thereafter, this Agreement shall continue from year to year unless either Party has given six months advance written notice to the other that it has elected to terminate this Agreement.

Section 9.02 Termination

This Agreement shall continue in full force and effect as set forth in Section 9.01 unless terminated as follows:

(a) Either Party may elect to terminate this Agreement immediately upon notice to the other Party in writing should any of the following events occur:

(1) There is a transfer of Conrail's rights, freight service, or control or ownership thereof, pursuant to provisions of Section 1142 of NERSA.

(2) There is a transfer of NJTRANSIT's rights, commuter passenger service, or control or ownership to an entity or party other than an instrumentality of the State of New Jersey.

[redacted]

Section 9.03 Renegotiation

Should either of the Parties elect to terminate this Agreement, negotiation of a new agreement shall commence immediately. The Parties recognize that in fact rail operations may continue; therefore, the provisions of this Agreement shall continue to apply until a new agreement is executed. The provisions of a new agreement shall be retroactive to the termination date of this Agreement.

[redacted]

[redacted]

Section 9.05 Abandonment of Conrail Freight Service

(a) NJTRANSIT Rail Properties

(1) Notwithstanding the provisions of this Agreement, Conrail may seek regulatory authority to abandon its freight operations wholly or in part over the NJTRANSIT Rail Properties during the term of the Agreement. For purposes of this Agreement, abandonment shall include, in addition to a regulatory authorization, as required, assurances that Conrail has taken all steps necessary to permit the removal of the lines or portions thereof including those facilities specified in Section 9.05(a)(2). Conrail shall provide ninety (90) days written notice to NJTRANSIT of its intent to do so and the following terms and conditions shall apply:

(i) Upon the effective date of the abandonment, Conrail Trackage Rights and easement are terminated.

(ii) In the event no regulatory authority is required to abandon Conrail's freight operations, Conrail's Trackage Rights and easement are terminated to the extent provided in Conrail's notice of abandonment of service.

(2) On January 1 and July 1 of each year, Conrail shall notify NJTRANSIT of those solely freight facilities located on NJTRANSIT owned property which have been abandoned or are no longer in use. This notification shall specify entire lines or portions thereof, including industrial sidetracks, sidings, yard tracks, interchange tracks, excess parcels of land, buildings, signal and

communications systems. In the event that NJTRANSIT finds that this notification list does not include facilities which NJTRANSIT believes have been abandoned or are not in use, NJTRANSIT reserves the right to direct Conrail to add these facilities to the notification list or in the alternative to direct Conrail to show that it does in fact use the facilites. If the Parties cannot agree on the notification list, the arbitration provisions of Section 10.01 shall apply. For those facilities on the agreed upon notification list the provisions of Article IV shall apply.

(3) Upon notification to NJTRANSIT, Conrail shall be relieved of the obligation to pay NJTRANSIT in accordance with Section 5.01, as applicable, effective the first full month after NTRANSIT's receipt of the notification.

(4) When Conrail's freight service easement over a NJTRANSIT line, or a portion thereof, has terminated due to Conrail's abandonment of freight service, but Conrail subsequently desires access to that line or portion thereof to serve an industry, the following shall govern:

(i) Upon the written request of Conrail and with NJTRANSIT's concurrence, a non-exclusive operating right will be granted to Conrail to use said line or portion thereof for the performance of Conrail's freight service. Use by Conrail shall not reinstitute Conrail's common carrier freight service easement.

(ii) Conrail's access may be limited or precluded by agreements entered into or being actively negotiated by NJTRANSIT with other parties for the provision of freight service.

(iii) Conrail and the industry shall enter into a service agreement setting forth the terms and conditions upon which Conrail will provide freight service to the industry.

(iv) The non-exclusive operating right granted pursuant to (i) above shall be cancellable by either Party upon ninety (90) days written notice.

(v) The provision of the subsection (4) shall also apply where Conrail desires access to line owned by NJTRANSIT over which Conrail has not had a freight service easement.

(vi) All the terms of this Agreement covering NFP and NP Rail Properties including but not limited to operations, maintenance and construction, including installation and removal of sidetracks, compensation and liability may govern the granted operating rights or such other terms as may be agreed upon between the Parties.

(b) CPP Rail Properties

Notwithstanding the provisions of this Agreement to the contrary, Conrail may seek regulatory authority to abandon its freight operations over the CPP Rail Properties during the term of this Agreement. Conrail shall provide prior written notice to NJTRANSIT of its intent to do so, and the following terms and conditions shall apply:

(1) In the event NJTRANSIT should elect to acquire the abandoned CPP Rail Properties, NJTRANSIT and Conrail shall cooperate fully to secure such regulatory authority as may be necessary for NJTRANSIT's assumption of ownership.

(2) In the event Conrail abandons its freight operations as described herein on any line or portion thereof and NJTRANSIT's operations are continued over the abandoned segment, the provisions set forth in this Agreement shall remain in full force and effect for lines so abandoned.

ARTICLE X

DISPUTE RESOLUTION

Section 10.01 Resolution of Disputes

Either Party shall have the right to submit a disputed matter under Sections 5.10 or 9.05 for binding arbitration.

The Parties agree that before any dispute or controversy is submitted to arbitration every effort will be made to resolve said dispute or controversy. In order to facilitate resolution of disputes and controversies, the Parties agree to establish a committee, consisting of two members to be appointed by Conrail and two members to be appointed by NJTRANSIT.

In the event the committee is unable to resolve any dispute or controversy within thirty (30) days, it may be resolved by binding arbitration. After the thirty (30) day period, each Party shall have fifteen (15) days to notify the other Party designating an arbitrator. Within fifteen (15) days, the two arbitrators designated as aforesaid shall appoint a third arbitrator to serve as chairman. Absent an appointment in the prescribed time period, the Parties agree to have the American Arbitration Association appoint one. The arbitrators shall promptly hear and decide the issues submitted to them. The arbitrators, or a majority of them, shall promptly render their decision and award in writing to the parties within thirty (30) days. Any arbitration award rendered hereunder shall be final and

ARTICLE XI

REGULATORY APPROVAL

Section 11.01 Regulatory Approval

(a) Each Party shall have the obligation to obtain any necessary regulatory or other approvals for its entering into this Agreement, any modification or amendment of this Agreement, or to comply with any of the provisions of this Agreement.

(b) The Owner shall be under no obligation to comply with any requested modification or amendment of this Agreement or to comply with any provision of this Agreement if it determines that such modification or amendment or proposed action under this Agreement requires the approval of any regulatory body unless and until the user provides to the Owner sufficient evidence that such approval has been obtained or is not required.

binding upon the parties. [redacted]

ARTICLE XII

GENERAL PROVISIONS

Section 12.01 Labor Rights

(a) The User agrees that its entrance upon and use of the Owner's properties is for its corporate purpose of providing service pursuant to appropriate authority and that such use does not create or continue any rights on the part of the User's employees or its contractors with respect to any other current or future use of the Owner's properties, including but not limited to, maintenance, operation, rehabilitation, and improvement thereof by the Owner or Owner's contractors. [redacted]

(b) Nothing contained in this Agreement shall require either Party to perform any service or take any action which would violate any term or condition of any then current labor agreement between the respective Parties and any organization representing any of their respective employees or applicable to the respective Parties by reason of operation of law.

Section 12.02 Successors and Assigns

Subject to the provisions of this Agreement, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto except that neither Party hereto shall assign or transfer this Agreement or any of its rights hereunder to any person, firm, or corporation without obtaining the prior written consent of the other party to this Agreement.

Section 12.03 Force Majeure

(a) NJTRANSIT shall be excused from any obligation under this Agreement to provide, operate, or maintain NJTRANSIT Rail Properties where non-performance is occasioned by any event beyond its control including, but not limited to, an order, rule, or regulation of any federal, state, or local government body, agent, or instrumentality, work stoppage, accident, or natural disaster. Performance shall be excused only so long as and to the extent that any such event shall reasonably prevent performance.

(b) Conrail shall be excused from its obligations under this Agreement to provide, operate, and maintain NP and CPP Rail Properties where non-performance is occasioned by any event beyond its control including, but not limited to, an order, rule, or regulation of any federal, state, or local government body, agent, or instrumentality, work stoppage, accident, or natural disaster. Performance shall be excused only so long as and to the extent that any such event shall reasonably prevent performance.

[redacted]

Section 12.05 Amendment and Approvals

(a) No term or provision in this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the Parties to this Agreement.

(b) All approvals and consents required under this Agreement shall be in writing, signed by a person designated in writing for such purpose unless otherwise provided in this Agreement or agreed to in writing by the Parties. Any oral notices shall be promptly confirmed in writing.

(c) The exhibits to this Agreement hereto shall be changed from time to time as required or as provided for herein.

Section 12.06 Notices

(a) Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted by this Agreement to be made upon, given or furnished to, or filed with one Party by another Party shall be in writing and shall be delivered by hand or by deposit in the registered mails of the United States, postage paid, in an envelope addressed as follows:

If to NJTRANSIT:

Vice President and General Manager
NJTRANSIT Rail Operations, Inc.
95 Orange Street
P.O. Box 720
Newark, New Jersey 07101

If to Conrail:

Senior Vice President-Operations
Conrail
Six Penn Center Plaza - Room 1740
Philadelphia, PA 19103

Either Party to the Agreement may redesignate the recipient or change the address of the recipient of notifications hereunder by notifying the other Party to this Agreement of such change.

Section 12.07 Effect of Execution and Performance

The Parties do not, by reason of their execution of and the performance of their obligations under this Agreement, assume any other obligations or liabilities not imposed upon them by law.

Section 12.08 No Representation and Waivers

Except as expressly provided herein, the Parties make no representations or warranties and waive no rights or remedies. Waiver by a Party or the Parties of one section or paragraph of this Agreement shall not be considered a waiver of the remainder of the provisions of this Agreement.

Section 12.09 Change of Circumstances

Each Party shall promptly notify the other of any legal impediment, change of circumstances, or any other event or conditions which may adversely affect such Party's ability to carry out any of its obligations under this Agreement.

Section 12.10 Non-Discrimination

The Parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq., as amended and supplemented, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this Agreement as set forth in Exhibit No. 10 and are binding upon them.

Section 12.11 Applicable Law

This Agreement shall be governed by the laws of the State of New Jersey.

Section 12.12 Survival of Obligations and Indemnification

All obligations and indemnification which arise and are not satisfied during the term of this Agreement shall survive termination of this Agreement.

[redacted]

Section 12.14 Cooperation

While the Parties have specific responsibilities under this Agreement, the Parties shall also make every effort to cooperate and exchange information to minimize disruption to operations over the Rail Properties.

Section 12.15 Effective Date

The effective date for purposes of this Agreement shall be October 1, 1984. The Trackage Right Agreement constitutes the entire agreement among the Parties as to the scope and subject matter of this Agreement and supercedes the Freight Service Agreement dated May 13, 1981; the Interim Agreement signed on December 31, 1982, and Interim Trackage Rights Agreement executed on February 18, 1983, and effective January 1, 1983. All prior discussions and understandings concerning such scope and subject matter are superceded by this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement, by their authorized representatives, hereby cause this Agreement to be executed this sixth day of February 1985.

ATTEST:

J. D. McGEHAN
ASSISTANT SECRETARY

CONSOLIDATED RAIL CORPORATION

BY: Stuart M. Reed

ATTEST:

NEW JERSEY TRANSIT CORPORATION

BY: Jerome C. Premo

NEW JERSEY TRANSIT RAIL OPERATIONS, INC.: Acceptance by NJTRO of NJTRANSIT Assignment

John C. Fox

BY Alan G. Kunstler

The aforementioned Agreement has been reviewed and approved as to form only.

IRWIN I. KIMMELMAN

Attorney General of New Jersey

BY:

NJTRANSIT RAIL PROPERTIES

Category NF
Conrail Freight Service Only

Line Segment (1)	M.P. to M.P. (2)	
Harrison Branch		
Kingsland Jct. to Harrison	0.0	5.5
Southern Branch		
Red Bank to South Lakewood	38.1	63.0
Freehold Secondary Track		
Freehold to Howell	15.5	13.5
CNJ Main Line		
Jersey City to Bayonne	1.35	7.0
Millville Secondary		
Pavonia to 11th St.	0.7	1.2
Cherry St. to Newton Creek	1.8	3.1
Domino Sugar to Glassboro	14.3	18.0
Pemberton Branch		
Merchantville to NJ Turnpike	4.5	12.6
Main Line to Atlantic City		
Lindenwold to Lucaston	11.8	13.6
Lucaston to Winslow	13.6	28.0
Cape May Branch		
Winslow Jct. to Tuckahoe	26.0	53.2
Ocean City Branch		
Tuckahoe to Palermo	53.0	59.6
Sussex Branch		
Sussex Branch Jct. to Netcong	47.4	48.2
Raritan Valley Line		
Bethlehem Twp. to Phillipsburg	60.1	72.1

NJTRANSIT RAIL PROPERTIES

Category NFP
Conrail Freight and NJT Passenger Service

Line Segment (1)	M.P. to M.P. (2)	
North Jersey Coast Line		
Union Tower to CP Beach	0.0	7.4
CP Beach to Bradley Beach	0.0	29.2
Raritan Valley Line		
Aldene to High Bridge	15.7	52.2
Morristown Line		
West End of Bergen Tunnel to Denville	1.9	36.3
Gladstone Branch		
Summit to Berkeley Heights	20.1	25.7
Montclair Branch		
Roseville Avenue to Montclair	9.0	12.8
Boonton Line		
Greenwood Lake Jct. to Montclair *	2.7	11.5
Montclair to Netcong	11.5	48.2
Pascack Valley Line		
Pascack Jct. to Spring Valley	7.6	30.7
Erie Main Line		
West End to West End of Suffern Coach Yard (incl.)	1.9	31.5
Bergen County Line		
Bergen Jct. to Ridgewood Jct.	2.8	19.4

* Leased by NJTRANSIT from Conrail.

CONRAIL RAIL PROPERTIES

Category CFP
Conrail Freight Service and NJTRANSIT Passenger Service

Line Segment (1)	M.P. (2)	to M.P. (2)
Main Line-Lehigh		
Hunter Tower to Aldene	10.8	16.9
Middlebrook Running Track		
Manville to Chimney Rock	0.0	2.0
Elizabeth Branch		
Excee to Elizabethport	15.7	9.6

CONRAIL FREIGHT SERVICE OPERATIONS
OVER NJTRANSIT CATEGORY NFP RAIL PROPERTIES

NEW JERSEY DIVISION

ORIGIN	TRAIN	LEAVE	FREQUENCY	TO	ARR.
HAMPTON	NJHA-35	0930	SUN/WED	FINDERNE/RARITAN/ANNADALE/ NO. BRANCH & RETURN	
	NJHA-20	1000	MON/WED/FRI	MIDDLESEX/DUNELLEN/PLAINFIELD/ GARWOOD/SO. BOUND BROOK & RETURN	
			TUE/THU	BOUND BROOK/MIDDLESEX & RETURN	
	NJHA-1	1130	MON/WED/FRI	METUCHEN/CLARK/CRANFORD/ TOWNLEY & RETURN	
			TUE/THU	BOUND BROOK/NEW MARKET/ SO. PLAINFIELD/OAK TREE & RETURN	
	NJHA-3	1300	MON/WED/FRI	BOUND BROOK/FLEMINGTON/ROYCE & RETURN	
			TUE/THU	SKILLMAN/BELLE MEAD/READ VALLEY & RETURN	
	NJHA-34	1530	DE SAT/SUN	SO. BOUND BROOK & RETURN	
NORTH BERGEN	NJNB-51	0830	MON/WED/FRI	ENGLEWOOD/TENAFLY/CLOSTER/ PIERMONT/ORANGEBURG & RETURN	
			TUE/THU	FAIRVIEW/RIDGEFIELD & RETURN	
	NJNB-41	1000	MON/WED/FRI	RUTHERFORD/CARLTON HILL/DUNDEE/ PASSAIC/GARWOOD & RETURN	
			TUE/THU	KEARNY & RETURN	
	NJNB-53	1030	MON/WED/FRI	RELIEVES NJNB-51	
			TUE/THU	TEANECK/BERGENFIELD/ ORANGEBURG & RETURN	
	NJNB-36	1630	DE SAT/SUN	RELIEVES NJOI-31 (TAXIS BACK TO NORTH BERGEN)	
	NJNB-37	1630	DE SAT/SUN	RELIEVES NJOI-31	
OAK ISLAND	NJOI-91	0800	THURSDAY	PARK RIDGE/PEARL RIVER/ SPRING VALLEY & RETURN	
	NJOI-31	0930	DE SAT/SUN	CARLSTADT/WOOD RIDGE/TETERSORO/ HACKENSACK	
	NJOI-40	2359	DE SAT/SUN	TAXIS TO CARLSTADT & RELIEVES NJNB-38 & RETURNS TO OAK ISL.	
PORT READING	NJPR-66	1000	MON/TUE/THU FRI	EARLE/FARMINGDALE/ TOMS RIVER/SO. LAKEWOOD/ LAKEWOOD	
			SUN/WED	CLIFFWOOD/MATAWAN/ LITTLE SILVER/ASBURY PARK & RETURN	

A - RETURNS FROM TOMS RIVER WEDNESDAY & FRIDAY.

SUFFERN	NJSF-25	0900	DE SAT/SUN	CLIFTON & RETURN	
	NJSF-37	1230	DE SAT/SUN	FAIRLAWN/GARFIELD & RETURN	
			MON/WED/FRI	MAHWAH/RAMSEY/ALLENDALE/ WALDWICK/TALLMAN & RETURN	
	NJSF-27	1700	DE SAT/SUN	PATERSON & RETURN	
			MON/WED/FRI	ALLWOOD/NEWARK & RETURN	

A - WORKS SUFFERN CONSIGNEES MON/WED/FRI.

DOVER	NJDO-81	0900	MON/WED/FRI	ROCKAWAY - HARTON/SUCCASUNNA & RETURN	
			TUE/THU	DENVILLE & RETURN	
	NJDO-61	0930	DE SUN	HACKETTSTOWN/WASHINGTON & RETURN	
	NJDO-71	2030	SUN/TUE/THU	MORRIS PLAINS/MORRISTOWN/ CHATHAM/BERKELEY HGTS. & RETURN	
			MON/WED/FRI	MOUNTAIN VIEW/LITTLE FALLS/ BLOOMFIELD & RETURN	

CONRAIL FREIGHT SERVICE OPERATIONS
OVER NJTRANSIT CATEGORY NPP RAIL PROPERTIES

BUOI

BUFFALO TO OAK ISLAND

DAILY				DAY
BUFFALO-FRONTIER	LV	0600	ET	1
WK	PS	0730	ET	1
HORNELL	PS	1130	ET	1
CORNING - NY	*AR	1230	ET	1
CORNING - NY	LV	1235	ET	1
ELMIRA	AR	1330	ET	1
ELMIRA	LV	1400	ET	1
BINGHAMTON	AR	1630	ET	1
BINGHAMTON	LV	1645	ET	1
LACKAWAXEN	AR	2045	ET	1
LACKAWAXEN	LV	2115	ET	1
SHOHOLA	AR	2130	ET	1
SHOHOLA	LV	2145	ET	1
PORT JERVIS	*AR	2230	ET	1
PORT JERVIS	LV	2300	ET	1
CAMPBELL HALL	AR	0100	ET	2
CAMPBELL HALL	LV	0130	ET	2
SUFFERN	AR	0315	ET	2
SUFFERN	LV	0430	ET	2
PASSAIC JCT	AR	0530	ET	2
PASSAIC JCT	LV	0545	ET	2
OAK ISLAND	AR	0930	ET	2

OIBU

OAK ISLAND TO BUFFALO

DAILY				DAY
OAK ISLAND	LV	0255	ET	1
PASSAIC JCT	AR	0455	ET	1
PASSAIC JCT	LV	0525	ET	1
SUFFERN	AR	0625	ET	1
SUFFERN	LV	0710	ET	1
CAMPBELL HALL	AR	0910	ET	1
CAMPBELL HALL	LV	1030	ET	1
PORT JERVIS	*AR	1300	ET	1
PORT JERVIS	LV	1400	ET	1
SHOHOLA	AR	1455	ET	1
SHOHOLA	LV	1510	ET	1
LACKAWAXEN	AR	1525	ET	1
LACKAWAXEN	LV	1540	ET	1
BINGHAMTON	AR	2055	ET	1
BINGHAMTON	LV	2110	ET	1
ELMIRA	AR	2355	ET	1
ELMIRA	LV	0025	ET	2
CORNING - NY	*AR	0155	ET	2
CORNING - NY	LV	0300	ET	2
E. HORNELL	PS	0400	ET	2
ATTICA	AR	0645	ET	2
ATTICA	LV	0715	ET	2
WK	PS	0900	ET	2
BUFFALO-FRONTIER	AR	1045	ET	2

OIEL

OAK ISLAND TO ELKHART

MONDAY ONLY				DAY
OAK ISLAND	LV	0255	ET	1
SF	PS	0710	ET	1
PORT JERVIS	*AR	1300	ET	1
PORT JERVIS	LV	1400	ET	1
BINGHAMTON	AR	2055	ET	1
BINGHAMTON	LV	2110	ET	1
ELMIRA	AR	2355	ET	1
ELMIRA	LV	0025	ET	2
CORNING - NY	*AR	0155	ET	2
CORNING - NY	LV	0855	ET	2
HORNELL	PS	0955	ET	2
OLEAN, NY	AR	1240	ET	2
OLEAN, NY	LV	1330	ET	2
SALAMANCA	AR	1405	ET	2
SALAMANCA	LV	1440	ET	2
JAMESTOWN	AR	1600	ET	2
JAMESTOWN	LV	1620	ET	2
CM JCT.	PS	1725	ET	2
MEADVILLE	*AR	1855	ET	2
MEADVILLE	LV	1900	ET	2
PYMATUNING - PA	AR	2015	ET	2
PYMATUNING - PA	LV	2030	ET	2
SHARON-FERRONA YD	AR	2100	ET	2
SHARON-FERRONA YD	LV	2120	ET	2
CP-52	PS	2215	ET	2
CARSON	AR	2359	ET	2
CARSON	LV	0020	ET	3
OREDOCK	PS	0050	ET	3
CLEVE.-COLLINWOOD	*AR	0215	ET	3
CLEVE.-COLLINWOOD	LV	0300	ET	3
BEREA	PS	0400	ET	3
TOLEDO	PS	0700	ET	3
CP-421 - IN	PS	1025	ET	3
ELKHART	AR	0945	CT	3

OIEL

OAK ISLAND TO ELKHART

DAILY EXCEPT SUNDAY, MONDAY AND HOLIDAYS				
OAK ISLAND	LV	1900	ET	1
SF	PS	2110	ET	1
PORT JERVIS	*AR	2350	ET	1
PORT JERVIS	LV	2355	ET	1
BINGHAMTON	AR	0425	ET	2
BINGHAMTON	LV	0455	ET	2
ELMIRA	AR	0455	ET	2
ELMIRA	LV	0740	ET	2
CORNING - NY	*AR	0810	ET	2
CORNING - NY	LV	0855	ET	2
HORNELL	PS	0955	ET	2
OLEAN, NY	*AR	1240	ET	2
OLEAN, NY	LV	1330	ET	2
SALAMANCA	AR	1405	ET	2
SALAMANCA	LV	1440	ET	2
JAMESTOWN	AR	1600	ET	2
JAMESTOWN	LV	1620	ET	2
CM JCT.	PS	1725	ET	2
MEADVILLE	*AR	1855	ET	2
MEADVILLE	LV	1900	ET	2
PYMATUNING - PA	AR	2015	ET	2
PYMATUNING - PA	LV	2030	ET	2
SHARON-FERRONA YD	AR	2100	ET	2
SHARON-FERRONA YD	LV	2120	ET	2
CP-52	PS	2215	ET	2
CARSON	AR	2359	ET	2
CARSON	LV	0020	ET	3
OREDOCK	PS	0050	ET	3
CLEVE.-COLLINWOOD	*AR	0215	ET	3
CLEVE.-COLLINWOOD	LV	0300	ET	3
BEREA	PS	0400	ET	3
TOLEDO	PS	0700	ET	3
CP-421 - IN	PS	1025	ET	3
ELKHART	AR	0945	CT	3

CONRAIL FREIGHT SERVICE OPERATIONS
OVER NJTRANSIT CATEGORY NFP RAIL PROPERTIES

TV-77

KEARNY TO CHICAGO

SATURDAY ONLY - AS REQUIRED

				DAY
KEARNY	CUTOFF	2200	ET	0
KEARNY	RELEASE	0200	ET	1
KEARNY	LV	0300	ET	1
SF	PS	0600	ET	1
PORT JERVIS	*AR	0830	ET	1
PORT JERVIS	LV	0835	ET	1
BINGHAMTON	PS	1255	ET	1
ELMIRA	PS	1510	ET	1
CORNING - NY	*AR	1600	ET	1
CORNING - NY	LV	1605	ET	1
HORNELL	PS	1705	ET	1
HK	PS	1955	ET	1
BUFFALO-SENECA	*AR	2040	ET	1
BUFFALO-SENECA	LV	2045	ET	1
BV	PS	2110	ET	1
CLEVE.-COLLINWOOD	*AR	0130	ET	2
CLEVE.-COLLINWOOD	LV	0200	ET	2
BEREA	PS	0240	ET	2
TOLEDO	*AR	0510	ET	2
TOLEDO	LV	0515	ET	2
CP-421 - IN	PS	0815	ET	2
ELKHART	*AR	0730	CT	2
ELKHART	LV	0735	CT	2
CHGO.ENGLEWOOD	AR	1110	CT	2

TV-100, TV-102 (ETC.)

SAMPLE -S SCHEDULE RUNNING TIMES VIA SOUTHERN TIER, (ACTUAL SCHEDULE BASED UPON ORIGIN TIME)

				DAY
CHICAGO - 47TH ST.	LV	0001	CT	1
ELKHART	PS	0300	CT	1
CP-421 - IN	PS	0420	ET	1
TOLEDO	*AR	0715	ET	1
TOLEDO	LV	0720	ET	1
BEREA	PS	0945	ET	1
CLEVE.-COLLINWOOD	*AR	1025	ET	1
CLEVE.-COLLINWOOD	LV	1055	ET	1
BV	PS	1515	ET	1
BUFFALO-SENECA	*AR	1540	ET	1
BUFFALO-SENECA	LV	1545	ET	1
HK	PS	1630	ET	1
HORNELL	PS	1920	ET	1
CORNING - NY	*AR	2020	ET	1
CORNING - NY	LV	2025	ET	1
ELMIRA	PS	2115	ET	1
BINGHAMTON	PS	2330	ET	1
PORT JERVIS	*AR	0350	ET	2
PORT JERVIS	LV	0355	ET	2
SF	PS	0625	ET	2
KEARNY	AR	0925	ET	2
PORTSIDE (WHEN OPERATED)	AR	0925	ET	2

TV-300

CHICAGO TO KEARNY

MONDAY ONLY

				DAY
PROVISO-C&NW	LV	1700	CT	1
CHICAGO-BLUE ISL.	*AR	1930	CT	1
CHICAGO-BLUE ISL.	LV	2000	CT	1
IVANHOE	PS	2100	CT	1
ELKHART	*AR	2359	CT	1
ELKHART	LV	0005	CT	2
CP-421 - IN	PS	0120	ET	2
TOLEDO	AR	0420	ET	2
TOLEDO	LV	0425	ET	2
BEREA	PS	0655	ET	2
CLEVE.-COLLINWOOD	*AR	0735	ET	2
CLEVE.-COLLINWOOD	LV	0805	ET	2
BV	PS	1225	ET	2
BUFFALO-SENECA	*AR	1250	ET	2
BUFFALO-SENECA	LV	1255	ET	2
HK	PS	1340	ET	2
HORNELL	PS	1630	ET	2
CORNING - NY	*AR	1730	ET	2
CORNING - NY	LV	1735	ET	2
ELMIRA	PS	1825	ET	2
BINGHAMTON	PS	2040	ET	2
PORT JERVIS	*AR	0100	ET	3
PORT JERVIS	LV	0105	ET	3
SF	PS	0335	ET	3
KEARNY	AR	0635	ET	3

TV-301

KEARNY TO CHICAGO

SATURDAY ONLY (WHEN TV-201 NOT OPERATED)

				DAY
KEARNY	CUTOFF	2200	ET	0
KEARNY	RELEASE	0200	ET	1
KEARNY	LV	0300	ET	1
SF	PS	0530	ET	1
PORT JERVIS	*AR	0800	ET	1
PORT JERVIS	LV	0805	ET	1
BINGHAMTON	PS	1225	ET	1
ELMIRA	PS	1415	ET	1
CORNING - NY	*AR	1505	ET	1
CORNING - NY	LV	1510	ET	1
HORNELL	PS	1610	ET	1
HK	PS	1820	ET	1
BUFFALO-SENECA	*AR	1900	ET	1
BUFFALO-SENECA	LV	1905	ET	1
BV	PS	1930	ET	1
CLEVE.-COLLINWOOD	*AR	2320	ET	1
CLEVE.-COLLINWOOD	LV	2350	ET	1
BEREA	PS	0030	ET	2
TOLEDO	*AR	0255	ET	2
TOLEDO	LV	0300	ET	2
CP-421 - IN	PS	0600	ET	2
ELKHART	*AR	0515	CT	2
ELKHART	LV	0520	CT	2
IVANHOE	PS	0740	CT	2
CHICAGO-BLUE ISL.	*AR	0840	CT	2
CHICAGO-BLUE ISL.	LV	0910	CT	2
PROVISO-C&NW	AR	1110	CT	2

NJTRANSIT PASSENGER OPERATIONS
OVER CONRAIL CATEGORY NFP RAIL PROPERTIES

HIGH BRIDGE TO NEWARK - NEW YORK Weekdays Except Major Holidays

Eastbound From High Bridge	5400	5402	5700	5404	5702	5800	5406	5900	5784	5408	5410	5412	5414	5416	5418	5420	5422	5424	5426	5428	5802	5430	5432	5434	5436	5438	5440
	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM
High Bridge			6 45		6 27				7 07																		
Annandale (Clinton)			6 50		6 32				7 12																		
Lebanon			6 56		6 38				7 18																		
White House			7 02		6 45				7 25																		
North Branch			7 10		6 53				7 33																		
Raritan	5 15	5 48	6 16	6 44	6 56			7 39	7 54	8 31	9 01	10 21	11 21	12 21	1 21	2 21	3 22	4 22	5 11		6 21	7 21	8 21	9 21	10 36	11 36
Somerville	5 18	5 52	6 19	6 47	7 02		7 10		7 42	8 34	9 04	10 24	11 24	12 24	1 24	2 24	3 26	4 25	5 14		6 24	7 24	8 24	9 24	10 39	11 39
Bound Brook	5 24	5 58	6 25		7 08		7 16		7 48	8 40	9 10	10 30	11 30	12 30	1 30	2 30	3 32	4 30	5 20		6 30	7 30	8 30	9 30	10 46	11 46
Dunellen	5 30	6 04	6 31	6 57			7 22		7 54	8 46	9 16	10 36	11 36	12 36	1 36	2 36	3 38	4 42	5 26		6 36	7 36	8 36	9 38	10 51	11 51
Grant Avenue (Plainfield)			6 37				7 25											4 46								
Plainfield - North Plainfield	5 34	6 10	6 36	7 02				7 39	7 59	8 14	8 50	9 40	10 40	11 40	12 40	1 40	2 40	3 43	4 49	5 31	6 15	6 49	7 46	8 46	9 40	10 56	11 56
Netherwood (Plainfield)	5 37	6 13	6 39	7 05			7 29	7 42		8 17								3 46	4 52								
Fanwood - Scotch Plains	5 41	6 16	6 42	7 09			7 33	7 45		8 20	8 55	9 45	10 45	11 45	12 46	1 45	2 46	3 49	4 56	5 36	6 20	6 45	7 45	8 45	9 45	11 00	12 00
Westfield	5 45	6 20	6 47	7 14			7 38	7 50	8 36	8 24	9 00	9 50	10 50	11 50	12 50	1 50	2 50	3 54	5 01	5 41	6 25	6 50	7 50	8 50	9 50	11 06	12 05
Garwood		6 23						7 53										3 57	5 02								
Cranford	5 50	6 26	6 52			7 28	7 43	7 56		8 29	9 05	9 55	10 55	11 55	12 55	1 55	2 55	4 00	5 07	5 46	6 29	6 55	7 55	8 55	9 55	11 15	12 10
Roselle Park	5 56	6 31	6 57			7 34		8 01		8 34	9 10	10 00	11 00	12 00	1 00	2 00	3 00	4 06	5 13	5 51	6 34	7 00	8 00	9 00	10 00	11 19	12 15
Ar. Newark	6 10	6 45	7 11	7 35	7 47	7 48	8 01	8 15	8 25	8 48	9 25	10 15	11 15	12 15	1 15	2 15	3 15	4 20	5 28	6 06	6 48	7 15	8 15	9 15	10 15	11 30	12 30
Lv Newark (PATH) C	6 16	6 55	7 19	7 40	PATH Every 3 Minutes					8 54	9 36	10 29	11 26	12 26	1 26	2 26	3 28	4 31	5 32	6 16	6 54	7 28	8 26	9 26	10 25	11 41	1 00
Ar New York (W T C)	6 34	7 14	7 39	8 00						9 14	9 54	10 44	11 44	12 44	1 44	2 44	3 44	4 51	5 47	6 34	7 14	7 44	8 44	9 44	10 44	11 58	1 18
Lv. Newark C	6 20	6 56	7 17	7 43	7 47	7 54	8 07	8 21	8 30	8 55	9 31	10 25	11 25	12 25	1 25	2 25	3 25	4 26	5 32	6 17	6 56	7 25	8 25	9 25	10 25	11 40	12 55
Ar. New York (Penn Sta.)	6 38	7 11	7 32	7 58	8 02	8 08	8 24	8 36	8 45	9 11	9 46	10 40	11 40	12 40	1 40	2 40	3 40	4 40	5 47	6 34	7 13	7 42	8 40	9 40	10 40	11 56	1 10

NOTE: Train 5426 stops at Fanwood (Westfield) at 4:28 p.m., and Cedco at 4:33 p.m.

Saturdays and Washington's Birthday

Eastbound From Raritan	5562	5564	5506	5508	5510	5512	5514	5516	5518	5520	5522	5524	5526	5528	5530	5532	5534	5536
	A M	A M	A M	A M	A M	A M	A M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M
Raritan	6 20	6 18	7 16	8 21	9 21	10 21	11 21	12 21	1 21	2 21	3 21	4 21	5 21	6 21	7 21	8 21	9 21	10 21
Somerville	6 24	6 21	7 21	8 24	9 24	10 24	11 24	12 24	1 24	2 24	3 24	4 24	5 24	6 24	7 24	8 24	9 24	10 24
Bound Brook	6 29	6 27	7 27	8 30	9 30	10 30	11 30	12 30	1 30	2 30	3 30	4 30	5 30	6 30	7 30	8 30	9 30	10 30
Dunellen	6 36	6 33	7 33	8 34	9 36	10 36	11 36	12 36	1 36	2 36	3 36	4 36	5 36	6 36	7 36	8 36	9 36	10 36
Grant Avenue (Plainfield)		6 36	7 36															
Plainfield - No Plainfield	6 40	6 39	7 39	8 40	9 40	10 40	11 40	12 40	1 40	2 40	3 40	4 40	5 40	6 40	7 40	8 40	9 40	10 40
Netherwood (Plainfield)	6 42	6 42	7 42															
Fanwood - Scotch Plains	6 45	6 45	7 45	8 45	9 46	10 45	11 45	12 46	1 46	2 46	3 46	4 46	5 46	6 46	7 46	8 46	9 46	10 46
Westfield	6 50	6 50	7 50	8 50	9 50	10 50	11 50	12 50	1 50	2 50	3 50	4 50	5 50	6 50	7 50	8 50	9 50	10 50
Garwood																		
Cranford	6 55	6 56	7 55	8 55	9 55	10 55	11 55	12 55	1 55	2 55	3 56	4 55	5 55	6 55	7 56	8 55	9 55	10 55
Roselle Park	7 00	7 00	8 00	9 00	10 00	11 00	12 00	1 00	2 00	3 00	4 00	5 00	6 00	7 00	8 00	9 00	10 00	11 00
Ar. Newark	7 15	7 15	8 15	9 15	10 15	11 15	12 15	1 15	2 15	3 15	4 15	5 15	6 15	7 15	8 15	9 15	10 15	11 15
Lv Newark (PATH) C	6 30	7 26	8 20	8 20	10 20	11 20	12 20	1 20	2 20	3 20	4 20	5 20	6 20	7 20	8 20	9 20	10 20	11 20
Ar New York (W T C)	6 48	7 53	8 38	9 38	10 38	11 38	12 38	1 38	2 38	3 38	4 56	5 38	6 38	7 38	8 38	9 38	10 38	11 38
Lv. Newark C	6 26	7 27	8 27	9 27	10 26	11 26	12 26	1 26	2 26	3 26	4 26	5 26	6 26	7 26	8 26	9 26	10 25	11 40
Ar. New York (Penn Sta.)	6 43	7 44	8 44	9 42	10 43	11 43	12 43	1 43	2 43	3 43	4 43	5 43	6 43	7 41	8 43	9 44	10 43	11 56

Sundays and Major Holidays

Eastbound From Raritan	5562	5564	5566	5568	5580	5562	5664	5566	5568	5570	5572	5574	5576		
	AM	AM	AM	AM	AM	PM	PM	PM	PM	PM	PM	PM	PM		
Raritan	5 27	7 29	8 58	10 24	11 58	1 39	2 59	4 29	5 56	7 39	8 22	10 22	11 28		
Somerville	5 25	7 32	9 02	10 27	12 02	1 32	3 02	4 32	6 02	7 32	8 25	10 25	11 31		
Bound Brook	5 31	7 38	9 08	10 33	12 08	1 38	3 08	4 38	6 08	7 38	8 31	10 31	11 37		
Dunellen	5 37	7 44	9 14	10 38	12 14	1 44	3 14	4 44	6 14	7 44	8 37	10 37	11 43		
Grant Avenue (Plainfield)															
Plainfield - No Plainfield	5 42	7 48	9 19	10 44	12 19	1 49	3 19	4 49	6 19	7 49	8 42	10 42	11 47		
Netherwood (Plainfield)															
Fanwood - Scotch Plains	5 47	7 54	9 24	10 49	12 24	1 54	3 24	4 54	6 24	7 54	8 47	10 47	11 51		
Westfield	5 52	7 59	9 29	10 54	12 29	1 59	3 29	4 59	6 29	7 59	8 52	10 52	11 56		
Garwood															
Cranford	5 56	8 03	9 33	10 58	12 33	2 03	3 33	5 03	6 33	8 03	8 56	10 56	11 59		
Roselle Park	6 01	8 08	9 38	11 03	12 38	2 08	3 38	5 08	6 38	8 08	9 01	11 01	12 04		
Ar. Newark	6 15	8 20	9 50	11 15	12 50	2 20	3 50	5 20	6 50	8 20	9 15	11 15	12 18		
Lv Newark (PATH) C	6 30	8 35	10 05	11 35	1 06	2 35	4 05	5 35	7 05	8 35	8 35	11 28	12 30		
Ar New York (W T C)	6 48	8 53	10 23	11 53	1 23	2 53	4 23	5 54	7 23	8 53	8 53	11 53	12 48		
Lv. Newark C	6 25	8 26	9 56	11 26	12 56	2 26	3 56	5 26	6 56	8 26	8 26	11 40	12 55		
Ar. New York (Penn Sta.)	6 42	8 41	10 13	11 42	1 13	2 43	4 13	5 42	7 13	8 43	8 43	11 56	1 10		

NJTRANSIT PASSENGER OPERATIONS
OVER CONRAIL CATEGORY NFP RAIL PROPERTIES

NEW YORK - NEWARK TO HIGH BRIDGE Weekdays Except Major Holidays

Westbound to High Bridge	M 5806	XM 5401	3 5403	3 5601	3 5405	3 5407	3 5409	5411	5413	5415	5417	5419	5421	5423	5701	2 5425	2 5703	2 5803	2 5427	2 5705	2 5429	5707	5431	5433	5435	5437	5439	5401
	A M	A M	A M	A M	A M	A M	A M	A M	A M	A M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	A M
Lv. New York (Penn Sta.) C	12 10	12 40	6 10	6 35	6 50	7 33	8 25	9 10	10 10	11 10	12 10	1 10	2 10	3 25	4 39	4 40	5 53	5 59	6 28	6 46	6 10	6 49	7 10	8 10	9 10	10 25	11 35	12 40
Av. Newark	12 24	12 55	6 24	6 49	7 04	7 47	8 39	9 24	10 24	11 24	12 24	1 24	2 24	3 39	4 35	4 53	6 17	6 24	6 48	6 53	6 24	6 54	7 24	8 24	9 24	10 39	11 49	12 54
Lv. New York (W T C) C	11 58	12 27	6 00	6 22	6 52	7 34	8 18	9 05	10 07	11 02	12 02	1 02	2 02	3 12	4 18	4 36	PATH Every 3 Minutes					6 00	6 22	7 02	8 02	9 02	10 12	11 12	12 27
Av. Newark (PATH)	12 16	12 45	6 18	6 40	7 10	7 54	8 38	9 25	10 20	11 20	12 20	1 20	2 20	3 30	4 36	4 56						6 20	6 50	7 30	8 30	9 30	10 39	11 39	12 45
0.0 Lv. Newark	12 30	1 00	6 30	6 54	7 28	8 00	8 45	9 30	10 30	11 30	12 30	1 30	2 30	3 46	4 49	5 00	5 22	5 30	5 38	5 18	6 30	7 00	7 30	8 30	9 30	10 45	11 46	1 00
7.2 Passaic Park	12 43	1 13	6 42			8 12	8 58	9 43	10 43	11 43	12 43	1 43	2 43	3 57	4 52	5 12		5 42	5 52		6 42	7 12	7 42	8 43	9 43	10 58	11 58	1 13
9.5 Cranford	12 48	1 18	6 47			8 17	9 03	9 48	10 48	11 48	12 48	1 48	2 48	4 02	4 57	5 17		5 47	5 57		6 47	7 17	7 48	8 48	9 48	11 03	12 03	1 18
10.6 Garwood			6 50		7 37																							
11.8 Westfield	12 52	1 22	6 53		7 40	8 21	9 07	9 52	10 52	11 52	12 52	1 52	2 52	4 06	5 03	5 22	5 41	5 52	6 12	6 28	6 53	7 21	7 52	8 54	9 58	11 07	12 07	1 22
13.9 Fanwood - Scotch Plains	12 57	1 27	6 57			8 25	9 12	9 57	10 57	11 57	12 57	1 57	2 57	4 10	5 08	5 27		5 57	6 17	6 34	6 57	7 26	7 57	8 58	10 02	11 12	12 12	1 27
16.1 Netherwood (Plainfield)		1 30	7 00	7 16		8 28							3 00		5 11	5 30		6 01	6 20		7 00	7 28	8 00	9 02	10 06	11 16	12 16	1 30
16.3 Plainfield - No. Plainfield	1 02	1 33	7 03	7 21	7 48	8 31	9 17	10 02	11 02	12 02	1 02	2 02	3 03	4 14	5 14	5 33	5 48	6 04	6 23	6 39	7 03	7 31	8 03	9 05	10 09	11 19	12 19	1 33
17.4 Grant Ave. (Plainfield)			7 06												5 17				6 26		7 06							
19.2 Dunellen	1 07	1 36	7 09		7 52	8 36	9 22	10 07	11 07	12 07	1 07	2 07	3 08	4 18	5 20	5 36	5 54		6 29	6 44	7 09	7 36	8 08	9 10	10 14	11 23	12 23	1 36
23.8 Bound Brook	1 13	1 44	7 15		7 58	8 41	9 28	10 13	11 13	12 13	1 13	2 13	3 14	4 24	5 26	5 44	6 00		6 36	6 50	7 15	7 41	8 14	9 16	10 19	11 28	12 28	1 44
27.3 Somerville	1 19	1 50	7 24		8 04	8 47	9 34	10 19	11 19	12 19	1 19	2 19	3 20	4 30	5 32	5 50	6 06		6 41	6 56	7 21	7 47	8 20	9 22	10 25	11 34	12 34	1 50
29.1 Raritan	1 24	1 55	7 29		8 09	8 51	9 38	10 24	11 24	12 24	1 24	2 24	3 25	4 34	5 36	5 54	6 09		6 45	6 59	7 25	7 50	8 25	9 27	10 29	11 38	12 40	1 55
32.6 North Branch															5 41		6 18				7 05	7 34						
37.5 White House															5 48		6 22				7 12	8 00						
41.3 Lebanon															5 54		6 28				7 18	8 06						
43.7 Annandale (Clinton)															6 00		6 34				7 24	8 12						
46.5 High Bridge															6 07		6 41				7 31	8 20						

NOTE Train 5403 stops at Calco at 7:17 a.m., and Finderne (Manville) at 7:21 a.m.

Saturdays and Washington's Birthday

Westbound to Raritan	5601	5603	5605	5607	5609	5611	5613	5615	5617	5619	5621	5623	5625	5627	5629	5631	5633	5635	5661
	A M	A M	A M	A M	A M	A M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	A M
Lv. New York (Penn Sta.) C	12 40	7 10	8 10	9 10	10 10	11 10	12 10	1 10	2 10	3 10	4 10	5 10	6 10	7 10	8 10	9 10	10 10	11 10	12 10
Av. Newark	12 55	7 24	8 24	9 24	10 24	11 24	12 24	1 24	2 24	3 24	4 24	5 24	6 24	7 24	8 24	9 24	10 24	11 24	12 24
Lv. New York (W T C) C	12 27	7 00	8 00	8 58	9 58	10 58	11 58	12 58	1 58	2 58	3 58	4 58	5 58	6 58	7 58	8 58	9 58	10 58	11 58
Av. Newark (PATH)	12 45	7 18	8 18	9 18	10 18	11 18	12 18	1 18	2 18	3 18	4 18	5 18	6 18	7 18	8 18	9 18	10 18	11 18	12 18
0.0 Lv. Newark	1 00	7 30	8 30	9 30	10 30	11 30	12 30	1 30	2 30	3 30	4 30	5 30	6 30	7 30	8 30	9 30	10 30	11 30	12 30
7.2 Passaic Park	1 13	7 43	8 43	9 43	10 43	11 43	12 43	1 43	2 43	3 43	4 43	5 43	6 43	7 43	8 43	9 43	10 43	11 43	12 43
9.5 Cranford	1 18	7 48	8 48	9 48	10 48	11 48	12 48	1 48	2 48	3 48	4 48	5 48	6 48	7 48	8 48	9 48	10 48	11 48	12 48
10.6 Garwood																			
11.8 Westfield	1 22	7 52	8 52	9 52	10 52	11 52	12 52	1 52	2 52	3 52	4 52	5 52	6 52	7 52	8 52	9 52	10 52	11 52	12 52
13.9 Fanwood - Scotch Plains	1 27	7 57	8 57	9 57	10 57	11 57	12 57	1 57	2 57	3 57	4 57	5 57	6 57	7 57	8 57	9 57	10 57	11 57	12 57
16.1 Netherwood (Plainfield)	1 30							2 00				6 00	6 00						
16.3 Plainfield - No. Plainfield	1 32	8 02	9 02	10 02	11 02	12 02	1 02	2 02	3 02	4 02	5 02	6 02	7 02	8 02	9 02	10 02	11 02	12 02	1 02
17.4 Grant Avenue (Plainfield)											6 04								
19.2 Dunellen	1 37	8 07	9 07	10 07	11 07	12 07	1 07	2 07	3 07	4 07	5 07	6 07	7 07	8 07	9 07	10 07	11 07	12 07	1 07
23.8 Bound Brook	1 43	8 13	9 13	10 13	11 13	12 13	1 13	2 13	3 13	4 13	5 13	6 13	7 13	8 13	9 13	10 13	11 13	12 13	1 13
27.3 Somerville	1 49	8 19	9 19	10 19	11 19	12 19	1 19	2 19	3 19	4 19	5 19	6 19	7 19	8 19	9 19	10 19	11 19	12 19	1 19
29.1 Raritan	1 54	8 24	9 24	10 24	11 24	12 24	1 24	2 24	3 24	4 24	5 24	6 24	7 24	8 24	9 24	10 24	11 24	12 24	1 24

Sundays and Major Holidays

Westbound to Raritan	5651	5653	5655	5657	5659	5661	5663	5665	5667	5669	5671	5673	5675	5699
	A M	A M	A M	A M	A M	P M	P M	P M	P M	P M	P M	P M	P M	A M
Lv. New York (Penn Sta.) C	12 10	6 40	8 10	8 40	11 10	12 40	2 10	3 40	5 10	6 40	8 10	8 40	11 10	12 10
Av. Newark	12 24	6 54	8 24	9 54	11 24	12 54	2 24	3 54	5 24	6 54	8 24	9 54	11 24	12 24
Lv. New York (W T C) C	11 58	6 30	8 00	9 28	10 58	12 28	1 58	3 28	4 58	6 28	7 58	9 28	10 58	1 58
Av. Newark (PATH)	12 16	6 48	8 18	9 46	11 16	12 46	2 16	3 46	5 16	6 46	8 16	9 46	11 16	12 16
0.0 Lv. Newark	12 30	7 00	8 30	10 00	11 30	1 00	2 30	4 00	5 30	7 00	8 30	10 00	11 30	12 30
7.2 Passaic Park	12 43	7 12	8 43	10 13	11 43	1 13	2 43	4 13	5 43	7 13	8 43	10 13	11 43	12 43
9.5 Cranford	12 48	7 17	8 48	10 18	11 48	1 18	2 48	4 18	5 48	7 18	8 48	10 18	11 48	12 48
10.6 Garwood														
11.8 Westfield	12 52	7 22	8 52	10 22	11 52	1 22	2 52	4 22	5 52	7 22	8 52	10 22	11 52	12 52
13.9 Fanwood - Scotch Plains	12 57	7 27	8 57	10 27	11 57	1 27	2 57	4 27	5 57	7 27	8 57	10 27	11 57	12 57
16.1 Netherwood (Plainfield)														
16.3 Plainfield - No. Plainfield	1 02	7 32	9 02	10 32	12 02	1 32	3 02	4 32	6 02	7 32	9 02	10 32	12 02	1 02
17.4 Grant Avenue (Plainfield)														
19.2 Dunellen	1 07	7 37	9 07	10 37	12 07	1 37	3 07	4 37	6 07	7 37	9 07	10 37	12 07	1 07
23.8 Bound Brook	1 13	7 43	9 13	10 43	12 13	1 43	3 13	4 43	6 13	7 43	9 13	10 43	12 13	1 13
27.3 Somerville	1 19	7 49	9 19	10 49	12 19	1 49	3 19	4 49	6 19	7 49	9 19	10 49	12 19	1 19
29.1 Raritan	1 24	7 54	9 24	10 54	12 24	1 54	3 24	4 54	6 24	7 54	9 24	10 54	12 24	1 24

LIST OF TURNOUTS AND CROSSOVER - NJTRANSIT CATEGORY NFP RAIL PROPERTIES

For the purposes of defining a turnout:

1. A turnout of the main track is considered as one turnout.

2. For Crossovers:

   a) Entire main track-hand thrown is considered as two turnouts.

   b) Entire main track-power operated, whether main track or main to siding, and is considered as two turnouts;

   c) Main track to siding, hand thrown, the portion out of the main track, it is considered as 50 percent of the crossover's length and is considered as one turnout.

3. Also included are signals, signal apparatus and derails, if any, associated with the operation of the turnout.

For the purposes of assigning costs of turnout and crossover maintenance:

1. [redacted]

2. [redacted]

EXHIBIT No. 5
Page 1 of 4
Effective July 1, 2000

Main Track Turnouts - Category NFP Rail Properties

Pascack Valley Line-~~15~~ 14

Pascack Junction	S	7.7	Freight X-Over	DF 001	NS
Woodridge	S	8.3	DuBois Chemical	DF 003	NS
Woodridge	S	8.6	Freight X-Over	DF 005	NS
Woodridge	S	9.0	Freight X-Over	DF 007	NS
Woodridge	S	9.4	WE Siding	DF 009	NS
Woodridge	S	10.8	Grief Bros.	DF 021	NS
Williams Ave.	S	11.6	Ford Lead	DF 023	NS
Williams Ave.	S	11.6	Celloplast	DF 025	NS
Williams Ave.	S	11.6	EE Siding	DF 027	NS
Williams Ave.	S	11.8	WE Siding	DF 029	NS
Essex Street	S	11.8	St. Joe's Lead	DF 030	NS
Essex Street	S	12.3	Team Track	DF 031	NS
Westwood	S	19.8	Gus Lumber	DF 033	NS
~~Park Ridge~~	~~S~~	~~23.5~~	~~Bratt & Doxey~~	~~DF 039~~	~~NS~~
Spring Valley	S	30.7	Suffern Industrial	DF 049	NS

Bergen County Line-20

Bergen Junction	1	3.1	High Line	CF 001	NS
Bergen Junction	2	4.0	Goya Foods	CF 006	NS
"HX" Interlocking	1	5.2	"HX" Industrial	CF 009	NS
"HX" Interlocking	1	5.2	Croxton Running	CF 005	NS
Rutherford	2	7.1	Azrock Flooring	CF 010	NS
Rutherford	2	8.8	Carleton Hill Spur	CF 014	NS
Rutherford	1	8.9	Storage Tracks	CF 017	NS
Rutherford	1	9.2	Sun Chem	CF 021	NS
Garfield	2	10.7	Farmland Dairies	CF 026	NS
Garfield	2	11.5	EE Dundee Lead	CF 030	NS
Garfield	2	11.7	Freight X-Over	CF 034	NS
Garfield	1	12.5	Gemini Plastics	CF 053	NS
Passaic Junction	1	14.2	NYS&W	CF 057	NS
Passaic Junction	1	14.2	EE X-Over	CF 061	NS
Passaic Junction	2	14.2	WE X-Over	CF 046	NS
Fairlawn-Broadway	2	14.7	LaPlace	CF 050	NS
Fairlawn-Broadway	1	15.0	Enterprise	CF 065	NS
Fairlawn	2	15.4	Zarega	CF 058	NS
Fairlawn-Broadway	1	16.0	Fairlawn Tea	CF 073	NS
"Maple"	2	17.0	Fairlawn Industrial	CF 066	NS

Main Line-Southern Tier-22

West Secaucus	S	4.9	W. Secaucus Yard	BF 001	NS
West Secaucus	2	4.9	U. S. Trucking	BF 002	NS
Kingland	2	6.5	Kingsland Yard	BF 006	NS
Kingsland	1	7.5	Penrico	BF 009	NS
Kingsland	2	7.6	EE X-Over	BF 014	NS
Kingsland	1	7.6	WE X-Over	BF 013	NS
Kingsland	2	7.6	X-Over	BF 010	NS
Delawanna	2	8.6	Industrial SDG	BF 018	NS
Clifton	1	12.0	Industrial SDG	BF 033	NS
Clifton	1	12.3	X-Over	BF 037	NS
Paterson Jct.	S	13.6	Newark Industrial	BF 034	NS
South Paterson	S	13.8	Zozzaro	BF 043	NS
Paterson	2	15.1	Tripp	BF 040	NS
Paterson	1	15.2	Passaic Ind.	BF 041	NS
Paterson	1	17.0	Kramer Chem	BF 055	NS
Hawthorne	2	17.3	Film Co	BF 070	NS
Hawthorne	2	17.4	NYS&W	BF 074	NS
Hawthorne	1	18.1	Nexus Plastic	BF 063	NS
Waldwick	2	23.5	Demartini Lumber	BF 090	NS
Waldwick	1	24.1	WE Waldwick Yard	BF 093	NS
Ramsey	1	27.8	Ramsey Lumber	BF 091	NS
Suffern	1	30.9	Suffern Industrial	BF 103	NS

Boonton line-12

"DB" Junction	S	3.4	PSE&G	EF 001	NS
"DB" Junction	S	4.0	Third Track	EF 003	NS
"DB" Junction	S	4.7	Newark Branch	EF 002	NS
Forest Hill	1	8.8	EE Forest H X-Over	EF 007	NS
Forest Hill	2	8.8	WE Forest H X-Over	EF 008	NS
Forest Hill	2	8.9	Orange Industrial	EF 012	NS
Great Notch	S	17.5	Continental Extr	EF 021	NS
Little Falls	S	18.4	Team Track	EF 027	NS
Mountain View	S	20.8	Bordens	EF 037	NS
Mountain View	S	21.8	Pompton Industrial	EF 039	NS
Boonton	S	30.4	Boonton Yard	EF 067	NS
Denville	S	33.4	Georgia Pacific	EF 075	NS

Montclair Branch-1

Ampere	2	10.3	Roman Adhesives	FF 002	NS

Morristown Line-17

Harrison	3	5.9	Harrison Industrial	GF 003	NS
Chatham	1	22.7	Atlantic Brick	GF 029	NS
Morristown	2	29.8	EE Scale	GF 060	NS
Morristown	2	30.2	EE "Baker" X-Over	GF 062	NS
Morristown	1	30.2	WE "Baker" X-Over	GF 058	NS
Morristown	1	31.1	Dairy Pak	GF 043	NS
Morris Plains	2	31.5	Tenco	GF 064	NS
Dover	R	36.9	Running Track	GF 088	NS
Dover	R	36.9	EE Freight Yard	GF 088	NS
Dover	R	37.5	WE Freight Yard	GF 092	NS
Dover	R	37.6	Crown Extruders	GF 096	NS
Dover	R	38.2	EE No. 3	GF 100	NS
Wharton	2	41.1	Thatcher Glass	GF 104	NS
Chester Jct.	2	41.4	EE X-Over	GF 112	NS
Chester Jct.	1	41.4	WE X-Over	GF 065	NS
Chester Jct.	2	41.3	Chester Industrial	GF 108	NS
Chester Jct.	2	41.7	High Bridge Br.	GF 116	NS

Gladstone Branch- 1

Berkeley Heights	S	25.1	Reheis Chemical	HF 007	NS

Raritan Valley-20 (7 CSAO - 13 NS)

"Clark" Interlocking	2	18.0	Garwood Industrial	IF 038	CSAO
Grant Ave.	2	23.9	Industrial Lead	IF 040	CSAO
"Rock" Interlocking	SDG	25.4	WE X-Over	IF 041	CSAO
"Rock" Interlocking	SDG	25.4	EE X-Over	IF 046	CSAO
Middlesex	1	28.1	Team Track	IF 057	CSAO
Dunellen	1	28.3	Oilless Bearings	IF 061	CSAO
Bound Brook	2	30.0	Connecting Track	IF 054	CSAO
Bound Brook Yard	2	30.9	Lamont Ave.	IF 064	NS
Manville	2	32.4	Manville Yard	IF 078	NS
Manville	1	33.2	National Starch	IF 089	NS
Manville	2	33.3	Brook Warehouse	IF 082	NS
Raritan	S	37.8	Fischer Scientific	IF 105	NS
North Branch	S	39.9	Columbia Lumber	IF 107	NS
North Branch	S	40.0	Warren Distributors	IF 111	NS
North Branch	S	41.0	Midstate Lumber	IF 113	NS
Lebanon	S	47.9	Iron Horse	IF 123	NS

Lebanon	S	48.1	Dogget Corp.	IF 125	NS
Annandale	S	50.3	Hunterdon Lumber	IF 129	NS
High Bridge	S	52.1	High Bridge Yard	IF 131	NS
High Bridge	S	53.9	John Rudl	IF 135	NS

North Jersey Coast Line-9

"Graw" Interlocking	1	0.9	McGraw Yard	LF 005	CSAO
Woodbridge	1	3.9	Cutters	LF 011	CSAO
"Wood" Interlocking	2	5.0	X-Over	LF 027	CSAO
Perth Amboy	1	6.4	Raritan River Steel	LF 031	CSAO
Perth Amboy	2	6.5	Goldberg	LF 036	CSAO
Matawan	1	5.9	Arrow Glass	LF 067	CSAO
Matawan	1	7.3	Prides Maid	LF 073	CSAO
Red Bank	1	16.7	Southern Division	LF 097	CSAO
Creek	1	18.7	Builders General	LF 103	CSAO

Summary - ~~101~~ 100 - Norfolk Southern
16 - Conrail

SOLELY FREIGHT FACILITIES LOCATED BEYOND THE CLEARANCE POINT TO BE MAINTAINED BY NJ TRANSIT

Service Line/Facility/Name (1)	Mile Post Location Of Main Line Switch (2)	Mile Post Location Of Siding (3)	Footage Beyond Clearance Point Of Switch (4)
RARITAN LINE			
Industrial Leads			
Fischer Scientific	37.8	37.6	
Columbia Lumber	39.9	39.9	
High Iron	47.1	48.0	
Doggets	48.2	48.6	
Hunterdon Lumber	50.3	50.3	
Freight Sidings			
Warren Distributors	40.0	40.0	
Fabrical	40.0	40.0	
Midstate Lumber/Techniplex	41.0	41.0	
NORTH JERSEY COAST LINE			
Industrial Leads			
Builders General	18.7	18.7	
Monmouth Plastics	27.5	27.5	
Asbury Park Press (A. P. Freight Yard)	29.0	29.0	
GLADSTONE LINE			
Industrial Leads			
Rehies Chemical	25.1	25.1	
Howards	25.1	25.1	
MONTCLAIR LINE			
Freight Siding			
Roman Adhesives	10.3	10.3	

SOLELY FREIGHT FACILITIES LOCATED BEYOND THE CLEARANCE POINT TO BE MAINTAINED BY NJ TRANSIT

Service Line/Facility/Name (1)	Mile Post Location Of Main Line Switch (2)	Mile Post Location Of Siding (3)	Footage Beyond Clearance Point Of Switch (4)
MORRISTOWN LINE			
Industrial Leads			
Atlantic Brick	22.7	22.7	
Slagle Building Supplies	29.3	29.3	
Mennon	31.0	31.0	
Tenco	31.4	31.4	
Freight Sidings			
Morristown & Erie RR Line to Property Line	30.1	30.1	
Thatcher Glass	41.1	41.1	
BERGEN COUNTY			
Industrial Leads			
Primex	10.7	10.7	
State Chemical (Petrizzo-Levine)	12.0	12.0	
General Plastics	12.5	12.5	349'
SUSQUEHANNA MAIN LINE			
Industrial Leads			
Sika Chemical	6.9	6.9	
Penrico	7.0	7.0	
Penicks	8.0	8.0	
Trapp Distributor	14.9	15.1	
PASCACK VALLEY LINE			
Industrial Leads			
Burroughs	23.5	23.5	
Bratt and Doxey	23.7	23.7	
Lederle Lead	27.0	27.0	
Lederle Lead	27.4	27.4	

[redacted]

[redacted]

FOR CONRAIL:

General Manager - Contracts

FOR NJTROL:

Vice Pres. & General Manager

[redacted]

[redacted]

[redacted]

[redacted]

- [redacted]
- [redacted]

[redacted]

- [redacted]

NON DISCRIMINATION PROVISIONS

STATE OF NEW JERSEY
EQUAL EMPLOYMENT OPPORTUNITY FOR PROCUREMENT AND SERVICE CONTRACTS

The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and supplemented) dealing with discrimination in employment pursuant thereunto, are hereby made a part of this contract and are binding upon them.

During the performanceof this contract, the contractor agrees as follows:

a. The contractor or subcontrator, where applicable will not discriminate against any emplcyee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recuited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause;

b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

c. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

e. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

f. The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

h. The contractor or subcontractor agrees to review all procedures relating to trransfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

Provisions (d), (e), (f), (g), or (h) do not apply to subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

Unless this contract is subject to a federally approved or sanctioned affirmative action program, bidders with 50 or more employees or contractors with 50 or more employees and who are negotiating for a contract, as a precondition to entering into a valid and binding procurement or service contract with the Public Agency, are required to submit to the Public Agency, prior to or at the time the contract is

submitted for signing by the Public Agency (in accordance with section 4.3 of the Regulatios promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

(1) appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or

(2) a Certificate of Employee Information Report Approval issued in accordance with Article 4 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127;

(3) an initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by the contractor in accordnce with Article 4 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127.

STATE OF NEW JERSEY
EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION CONTRACTS

The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.

During the performance of this contract, the contractor agrees as follows:

a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

b. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, nationl origin, ancestry, marital status or sex.

c. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

e. When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority workers in each construction trade consistent with the applicable employment goal prescribed by section 7.3 of said Regulations; provided however, that the Affirmative Action Office may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions A, B, and C as long as the Affirmative Action Office is satisfied that the contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority workers is equal to or greater than the applicable employment goal prescribed by section 7.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three (3) days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this

contract and in accordance with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as it is supplemented and amended from time to time. "If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five (5) days prior to the commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority workers consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances indicates a significant possibility that the trade union will not refer sufficient minority workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared directly to hire minority workers consistent with the applicable employment goal by complying with the following hiring procedures prescribed under (B); and the contractor or subcontractor further agrees immediately to take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority workers consistent with the applicable employment goal.

(B) If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of the preceding provision (A), or if the contractor or subcontractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goal:

(1) To notify the Public Agency Compliance Officer, Affirmative Action Office and at least one minority referral organization of its manpower needs, and request the referral of minority workers;

(2) To notify any minority workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer workers to fill job openings;

(4) To leave standing requests for additional referral of minority workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and the other approved referral sources until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and federal statutes and court decisions, that sufficient minority employees remain on the site consistent with the employment goal; and to employ any minority workers paid off by the contractor or any other construction site in the area on which its workforce composition i not consistent with an employment goal established pursuant to Regulations implementing P.L. 1975, c. 127;

(6) To adhere to the following procedure when minority workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower that that required, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency is acceptable to the Affirmative Action Office an provided further, that if necessry, the contractor or subcontractor shall hire minority workers who qualify as trainees pursuant to subsection 2 (k) of these

Regulations. All of the requirements of this paragraph, however, are limited by the provisions of paragraph (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said minority group individual shall be maintained on a waiting list for the first consideration in the event the contractor'r or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If for any reason said contractor or subcontractor determines said minority group individual is not qualified or if said individual qualifies as an advance trainee or apprentice, said contractor or subcontractor shall inform said individual in writing with the reasons for the determination and maintain a copy in its files, and send a copy to the Public Agency Compliance Officer and to the Affirmative Action Office.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, and said records shall be kept on forms made available by the Affirmative Action Office and shall be submitted promptly to that Office upon request.

(C) The contractor or subcontractor agrees that nothing contained in the preceding provision (B) shall preclude the contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall agreement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minority persons or the failure to refer minority group persons consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to said provision (B) without regard to such agreement or

arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ minority advanced trainees and trainees in numbers which result in the employment of advanced trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the rato established by practice in the area for said construction trade. Also the contractor or subcontractor agrees that, in implementing the procedures of the preceding provision (B), it shall, where practicable, employ minority workers residing within the geographical jurisdiction of the union.

(D) The contractor agrees to complete monthly Project Manning Reports on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Office and submit a copy of said form no later than three (3) days after signing a construction contract and said form once a month thereafter for the duration of this contract to the Affirmative Action Office and to the Public Agency Compliance Officer. The contractor agrees to cooperate with the Public Agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority trainees employed on the construction projects.

Provisions (d) and (e) do not apply to contractors or subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

Unless this contact is subject to a federally approved or sanctioned affirmative action program, no later than three (3) days after signing the contract said bidders or contractors are required to submit to the Public Agency Compliance Officers and the Affirmative Action Office an initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by the contractor in accordance with Article 7 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127.

Exhibit 5

SHARED ASSETS AREA

OPERATING AGREEMENT

FOR

NORTH JERSEY

Dated as of June 1, 1999

By and Among

CONSOLIDATED RAIL CORPORATION,

CSX TRANSPORTATION, INC. and

NORFOLK SOUTHERN RAILWAY COMPANY

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EXHIBIT A - Operating Protocols

SHARED ASSETS AREA

OPERATING AGREEMENT

FOR

NORTH JERSEY

This SHARED ASSETS AREA OPERATING AGREEMENT ("Agreement") dated as of June 1, 1999, is by and among Consolidated Rail Corporation ("CRC"), CSX Transportation, Inc. ("CSXT") and Norfolk Southern Railway Company ("NSR").

W I T N E S S E T H:

WHEREAS, all capitalized terms in this Agreement have the respective meanings set forth in Section 1; and

WHEREAS, CSX owns all of the common stock of and controls CSXT, NSC owns all of the common stock of and controls NSR, and CSX and NSC jointly control CRC; and

WHEREAS, CSXT, NSR and CRC desire that the Shared Assets shall be owned, operated and maintained by CRC and used by or for the exclusive benefit of CSXT and NSR, and that CSXT and NSR shall each have full and equal rights to use the Shared Assets to provide competitive railway freight transportation services to, from and between all places within the Shared Assets Area.

NOW, THEREFORE, in consideration of the premises, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, CRC, CSXT and NSR hereby agree as follows:

Section 1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

(a) "AAR" means the Association of American Railroads.

(b) "Accounting Plan" means the plan of accounting adopted pursuant to Section 9(a).

(c) "Action" means any action, claim, suit, arbitration, inquiry, subpoena, discovery request, proceeding or investigation by or before any Governmental Entity.

(d) "Adjacent Improvement" means a capital improvement, such as a spur, which provides access to customers and local industries and which (i) is on property which is not part of the Shared Assets and (ii) will be directly (without intermediate connection to another railroad) attached to trackage included within the Shared Assets.

(e) "Bill" means a bill delivered by CRC to an Operator pursuant to Section 9(e).

(f) "Billing Month" means the calendar month for which information is shown on a Usage Statement.

(g) "Board of Managers" means any Board of Managers which may be appointed by the CRC Board pursuant to Section 2(a)(ii).

(h) "Budgeted Capital Expenditures" means capital expenditures included on a Capital Expenditure Budget which has been approved by the CRC Board.

(i) "Capital Expenditure Budget" means a written budget specifying proposed capital expenditures to be made by CRC with respect to Shared Assets for the periods of time specified in such budget, and the proposed sources of the capital required to make such expenditures.

(j) "Capital Expenditure Statement" means a statement delivered by CRC pursuant to Section 9(d).

(k) "CRC Administrative Office" means the administrative office of CRC located at Philadelphia, Pennsylvania, or at such other place designated by CRC in a notice it delivers to CSXT and NSR.

(l) "CRC Board" means the Board of Directors of CRC.

(m) "CRC Train" means a train operated by CRC and performing services pursuant to Sections 3(c) or (d).

(n) "CRC Train Usage Percentage" means for an Operator for a particular time period and Zone, the percentage obtained by multiplying 100 by the quotient obtained by dividing (i) the total number of loaded and empty Railcars in the account of such Operator in CRC Trains, by (ii) the total number of loaded and empty Railcars in the accounts of both Operators in CRC Trains, during such time period in such Zone.

(o) "CSX" means CSX Corporation.

(p) "CSXT Operating Agreement" means the agreement, dated June 1, 1999, between CSXT and NYC providing for the use, operation and maintenance by CSXT of certain assets owned or leased by NYC.

(q) "Damage(s)" means all assessments, fines, losses, damages, liabilities, and costs and expenses related thereto, including, without limitation, interest, penalties and attorneys' and consultants' fees and also expressly including, without limitation, all liabilities arising after the effective date hereof under the Federal Employers Liability Act, as amended, and environmental laws.

(r) "Dispute Letter" means a letter delivered by an Operator pursuant to Section 9(g)(i).

(s) "Excluded Taxes" means: (A) all Taxes based, in whole or in part, on net income or gross income (including, without limitation, any minimum tax) of CRC or which are in substitution for, or relieve CRC from, any Tax based upon or measured by CRC's net income or gross income, together with any interest, penalties, additions to tax or additional amounts that may become payable in respect thereof; (B) business and occupation taxes, and gross receipts taxes (unless in the nature of a sales tax) of CRC and Taxes based upon the equity interests of CRC; and (C) interest, fines and penalties to the extent due to the acts or omissions of CRC in connection with such Excluded Taxes.

(t) "Expense Statement" means a statement delivered by CRC pursuant to Section 9(c).

(u) "GAAP" at any time means generally accepted accounting principles in effect at such time.

(v) "General Manager" means the chief executive officer of CRC.

(w) "Governmental Entity" means any federal, state, local or foreign court, administrative agency or commission or other governmental or regulatory authority or commission or any arbitration tribunal.

(x) "Interest Rental" means an amount representing a fair periodic return on the Shared Asset Value as of the most recent preceding Valuation Date as determined by such appraiser as CSXT and NSR may select. The Interest Rental for the first six years of this Agreement shall be as follows:

June 1, 1999 through May 31, 2000 -- $14 million
June 1, 2000 through May 31, 2001 -- $14 million
June 1, 2001 through May 31, 2002 -- $16 million
June 1, 2002 through May 31, 2003 -- $18 million
June 1, 2003 through May 31, 2004 -- $20 million
June 1, 2004 through May 31, 2005 -- $22 million

(y) "Jointly-Operated Facility" means a facility or yard which is operated by or for a rail carrier and one or more other rail carriers.

(z) "Lesser Insured Operator" means the Operator which has the lesser (as between the Operators) amount of available insurance benefits as specified in Section 11(f)(i)(A.1)(2).

(aa) "Letter Agreement" means the letter agreement dated May 1, 1999 between NSC and CSX relating to the settlement of certain matters.

(bb) "Liabilities" means any and all debts, liabilities and obligations of any kind whatsoever, whether or not accrued, contingent or reflected on a balance sheet, known or unknown, absolute, determined, determinable or otherwise, including, without limitation, those arising under any law, rule, regulation, action, order or consent decree of any Govern mental Entity or any judgment in any Action of any kind or award of any arbitrator of any kind and those arising under any contract.

(cc) "Nonseverable Improvement" means a capital improvement which is integral to the operation of the Shared Assets and is not readily removable.

(dd) "NSC" means Norfolk Southern Corporation.

(ee) "NSR Operating Agreement" means the agreement, dated June 1, 1999, between NSR and PRR providing for the use, operation and maintenance by NSR of certain assets owned or leased by PRR.

(ff) "NYC" means New York Central Lines LLC, a Delaware limited liability company.

(gg) "Operating Budget" means a written budget specifying estimated operating revenues and expenses and working capital requirements of CRC with respect to the Shared Assets for the periods of time specified in such budget.

(hh) "Operating Plan" means the plan for road train and local train schedules and classifications and related operating protocols for the Shared Assets Area as may be agreed to, and modified from time to time, by CRC, CSXT and NSR.

(ii) "Operator" means either CSXT or NSR.

(jj) "Operator Consequential Damages" means consequential, indirect, incidental or other similar damage, injury or loss to an Operator.

(kk) "Operator's Expense Percentage" means for an Operator the percentage obtained by multiplying 100 by the quotient obtained by dividing (i) the total Reimbursable Expenses (except for Interest Rental, Taxes, insurance costs and any other CRC expenses not apportioned between the Operators on a usage basis) payable by such Operator for a particular period, by (ii) the total Reimbursable Expenses (except for Interest Rental, Taxes, insurance costs and any other CRC expenses not apportioned between the Operators on a usage basis) payable by both Operators for such period.

(ll) "Operator's Facility" means a present, expanded or new facility or yard which is owned or controlled exclusively by an Operator.

(mm) "Operator Train" means a train operated by an Operator and performing services in accordance with Sections 3(a) and 3(c).

(nn) "Person" means any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company or other legal entity or organization.

(oo) "Program Maintenance" means scheduled renewal of track, signals, structures and other fixed facilities performed by system or production gangs assembled to accomplish a specific task or tasks.

(pp) "Program Maintenance Proposal" means a written proposal prepared by CRC, CSXT or NSR which describes specific Program Maintenance which the preparer of such proposal believes is necessary or desirable to maintain the Shared Assets in a safe operating condition to permit or facilitate (i) the performance by CRC of its services pursuant to this Agreement, or (ii) the use of Shared Assets by the Operators, and which specifies a budget for such Program Maintenance.

(qq) "PRR" means Pennsylvania Lines LLC, a Delaware limited liability company.

(rr) "Railcar" means, except as otherwise provided in the Accounting Plan, each railroad freight car, locomotive, caboose or other equipment (including RoadRailer or comparable bimodal freight hauling equipment in the account of either Operator) furnished in substitution of railroad equipment, loaded or empty, which an Operator originates, terminates, switches or moves on or overhead to any Shared Assets, except that (i) a single standard flat car not exceeding 96 feet in length (excluding articulated flat cars) shall count as a single Railcar, (ii) freight rail cars consisting of articulated units bearing AAR Car Type Codes "Q" and "S" shall count as multiple Railcars based on the second (numeric) digit of the Car Type Code for such articulated units (by way of example, a car consisting of AAR Car Type Code "S566" would be counted as five Railcars) (or corresponding car type codes and digits if the AAR Car Type Codes should be modified at any time during the term of this Agreement), and (iii) a single unit of RoadRailer equipment (or comparable bimodal freight hauling equipment in the account of either Operator) shall count as one-half (1/2) of a Railcar.

(ss) "Reimbursable Expenses" means the expenses shown on an Expense Statement, minus the revenues, if any, shown on such Expense Statement.

(tt) "Renewal Term" means the term of extension of this Agreement under Section 14.

(uu) "RoadRailer " means bimodal freight hauling equipment manufactured by or under license from "RoadRailer ", a division of Wabash National Corporation, and capable of movement over the highway when pulled by a tractor and on the rails using locomotive power.

(vv) "Routine Maintenance" means day-to-day repairs to track, signals, structures and other fixed facilities that are not part of Program Maintenance.

(ww) "Severable Improvement" means a capital improvement which is not a Nonseverable Improvement.

(xx) "Shared Asset Value" means at any date the value of the Shared Assets, except leases and other contract rights granted by either Operator to CRC, as of the most recent preceding Valuation Date as determined by such appraiser as CSXT and NSR may select.

(yy) "Shared Assets" means all tracks, lands, easements, rights of way, structures, facilities, appurtenances and rights related thereto, which CRC owns, leases or otherwise has the right to operate over (including those segments over which CRC or an Operator possesses operating rights pursuant to Section 3(c)), and which are used for railway purposes in the Shared Assets Area, including the properties, rights, equipment, inventory and supplies, whether owned or leased, described or referred to in Item 3A of Schedule 1 (including Attachments I and II) of the Transaction Agreement, but excluding Operator's Facilities.

(zz) "Shared Assets Area" means the geographical area comprising the Shared Assets and Operator Facilities and Jointly-Operated Facilities directly (without intermediate connection to another railroad) attached to trackage included within the Shared Assets, which is designated as the "North Jersey" Shared Assets Area.

(aaa) "STB" means the Surface Transportation Board or, if there shall be no Surface Transportation Board, any federal agency which is charged with the function of approving combinations by rail carriers or persons controlling them, or of other arrangements between rail carriers, and granting exemptions from other laws with respect thereto or regulating other specific functions with respect to the context in which such term is employed or any successor entity thereof.

(bbb) "Switching and Yard Services" means the service of classifying and assembling trains for the account of an Operator in Jointly-Operated Facilities; movement of loaded or empty Railcars between yards and local industries; and switching trains and Railcars at yards, terminals and local industries.

(ccc) "Tax" or "Taxes" means taxes of any kind, levies or other similar assessments, customs, duties, imposts, charges or fees, including, without limitation, income taxes, gross receipts, ad valorem, excise, real or personal property, sales, use, payroll, withholding, unemployment, transfer and gains taxes or other governmental taxes imposed by or payable to the United States, or any state, local or foreign government or subdivision thereof, and in each instance such term shall include any interest, penalties or additions to tax attributable to such Tax or Taxes.

(ddd) "Temporary Services" means services provided by CSXT or NSR employees in the operation, maintenance or repair of any Shared Asset on an emergency basis with the prior approval of the General Manager or senior CRC employee who is directly responsible for the operation or maintenance of such Shared Asset.

(eee) "Tier One Damages" means those Damages defined as Tier One Damages in Section 11(f)(i)(A.1).

(fff) "Tier Two Damages" means those Damages defined as Tier Two Damages in Section 11(f)(i)(B.1).

(ggg) "Total Train Usage Percentage" means for an Operator for a particular time period and Zone, the percentage obtained by multiplying 100 by the quotient obtained by dividing (i) the sum of the total number of loaded and empty Railcars in the account of such Operator in CRC Trains and the total number of loaded and empty Railcars in the account of such Operator in

Operator Trains, by (ii) the sum of the total number of loaded and empty Railcars in the accounts of both Operators in CRC Trains and the total number of loaded and empty Railcars in the accounts of both Operators in Operator Trains, during such period in such Zone.

(hhh) "Transaction Agreement" means the Transaction Agreement dated as of June 10, 1997, among CSX, CSXT, NSC, NSR, Conrail Inc., CRC and CRR Holdings LLC.

(iii) "Usage Statement" means a statement delivered by CRC pursuant to Section 9(b).

(jjj) "USOA" means the uniform system of accounts prescribed for class I railroads by the STB or any successor federal agency that shall succeed to the functions of the STB in prescribing uniform systems of accounts for rail carriers; provided, that if there shall be no STB and no such federal agency, USOA shall mean such system of accounts as is generally maintained by rail carriers consistent with GAAP as applied in the rail industry.

(kkk) "Valuation Date" means the date of this Agreement and thereafter the sixth (6th), twelfth (12th), eighteenth (18th) and twenty-fourth (24th) anniversaries of the date of this Agreement and the first day of each Renewal Term.

(lll) "Zone" means a designated geographic section, or designated facilities, of the Shared Assets Area as established and described in the Accounting Plan.

Section 2. Management.

(a) CRC Board.

(i) The CRC Board shall manage the Shared Assets.

(ii) The CRC Board may appoint a Board of Managers, a committee, a CRC officer or other persons to have such duties and authority with respect to the Shared Assets as may be assigned to them from time to time by the CRC Board.

(iii) Any Board of Managers appointed by the CRC Board shall be comprised of an equal number of individuals (and their successors) nominated by CSXT and nominated by NSR.

(iv) The CRC Board shall remove from any Board of Managers (A) at the direction of CSXT, any person who was nominated by CSXT, and (B) at the direction of NSR, any person who was nominated by NSR.

(b) General Manager.

(i) The General Manager shall not at any time have been an employee of CSXT or NSR or any of their affiliates unless otherwise agreed to by both Operators, and shall be appointed by the CRC Board.

(ii) The General Manager shall manage and supervise the owner ship, operation, maintenance and use of the Shared Assets in accordance with directives and policies of the CRC Board and this Agreement, subject to the authority of the CRC Board, and through such Shared Assets Area superintendents and other Shared Assets Area executives as are appointed by the General Manager with the approval of the CRC Board. The General Manager shall report to the CRC Board. The General Manager shall perform his or her responsibilities on an impartial and non-discriminatory basis as between CSXT and NSR.

(iii) The General Manager may be removed from office prior to the expiration of his or her term at any time by a majority of the CRC Board for any reason or for no reason. Upon the written request of CSXT or NSR to the CRC Board, the General Manager shall also be removed from office prior to the expiration of his or her term for serious misconduct, which shall mean conduct that would make it unreasonable to retain the General Manager, including but not limited to conduct such as: (A) violation of applicable alcohol or drug use policies, (B) fraud, (C) embezzlement or other act of dishonesty against CRC, CSXT or NSR or any of their customers or suppliers, (D) activities willfully undertaken by the General Manager which reflect adversely upon the reputation of CRC, CSXT or NSR, (E) refusal to perform or substantial neglect of the responsibilities assigned to the General Manager, (F) failure to perform his or her responsibilities on an impartial and non-discriminatory basis as between CSXT and NSR after 45 days' written notice from an Operator describing such failure, (G) any violation of any law or rule or regulation of any Governmental Entity which results in serious adverse consequences to CRC, CSXT or NSR, or (H) any material violation of any directive or policy of the CRC Board or any statutory or common law duty of loyalty to CRC. If a majority of the CRC Board in response to such a request of CSXT or NSR fails to direct the removal of the General Manager, the dispute may be submitted by either Operator for resolution by binding arbitration pursuant to Section 13, provided, however, that in any such arbitration to resolve a dispute under this Section 2(b)(iii), the hearing shall commence no later than 30 days following the appointment of the arbitrator and the award shall be rendered no later than 30 days following the completion of the hearing.

(c) Employees. The General Manager and all persons who operate and maintain the Shared Assets shall be employees of CRC, except for CSXT or NSR employees who provide Temporary Services and employees of Operators or independent contractors which provide services pursuant to contracts or arrangements in accordance with Section 2(f).

(d) CRC Responsibilities. CRC shall be responsible for safely and efficiently operating, controlling and managing the use of the Shared Assets, impartially as between CSXT and NSR in accordance with directives and policies of the CRC Board, and with responsible business practices which are consistent with those used by CSXT and NSR in the operation of their businesses, and are designed to achieve the lowest cost of the safe and efficient operation, use and maintenance of the Shared Assets.

(e) Impartiality. CRC shall perform all of its obligations pursuant to this Agreement on an impartial and non-discriminatory basis as between CSXT and NSR, giving no preference to either of them in providing Switching and Yard Services, in the control of train dispatching over the Shared Assets, or in any other way whatsoever.

(f) Independent Contractors. CRC may, at least to the extent it may do so immediately prior to the date of this Agreement, procure the use of equipment or facilities owned by independent contractors, or services provided by independent contractors (using their own employees), with respect to the operation, maintenance and use of Shared Assets, including, without limitation, accounting, computer and other administrative services, and the furnishing of equipment and mechanical services. For purposes of this Section 2(f), independent contractors may include CSXT or NSR.

Section 3. Operations.

(a) Operator's Rights. CRC hereby grants to each Operator full operating rights to operate its own trains (staffed by a road crew) and equipment, with its own crews and equipment and at its own expense, over any and all tracks included in the Shared Assets, and to use all of the Shared Assets in connection with the operation of such trains or equipment, for the following purposes:

(i) Movement by such Operator of trains (staffed by a road crew) through the Shared Assets Area between two geographical locations outside the Shared Assets Area;

(ii) Movement by such Operator of trains (staffed by a road crew) between a geographical location outside the Shared Assets Area and an Operator's Facility or a Jointly-Operated Facility which is within the Shared Assets Area;

(iii) Movement by such Operator of trains (staffed by a road crew) between a geographical location outside the Shared Assets Area and local industries which are within the Shared Assets Area;

(iv) Movement by such Operator of trains (staffed by a road crew) between Operator's Facilities or Jointly-Operated Facilities which are within the Shared Assets Area and local industries which are within the Shared Assets Area;

(v) Movement, handling, pick-up, set off, switching, transfer and interchange of Railcars, blocks of Railcars or trains (staffed by a road crew) to, from or at local industries, Operator's Facilities or Jointly-Operated Facilities, in connection with movements described in Sections 3(a)(i) through (iv), to the extent provided for in the Operating Plan agreed to and modified by the parties from time to time; and

(vi) such other purposes as may be agreed upon by CRC, CSXT and NSR.

(b) Use. The crews of each train operated by an Operator on Shared Assets shall be qualified under and shall comply with applicable laws and regulations as well as the safety and operating rules of CRC.

(c) Grant of Rights. Subject to reasonable compensation and other terms established in the Accounting Plan, and in each case for the purpose of Switching and Yard Services performed by CRC pursuant to Section 3(d) and movement of Operator Trains pursuant to Section 3(a):

(i) CSXT hereby grants to CRC and NSR overhead operating rights to operate CRC trains and NSR trains, respectively, with their own crews, over the following CSXT rail line segments:

(A) the current CRC River line between CP2 and the Ridgefield Heights Auto Facility (including the right to serve such Ridgefield Heights Auto Facility); and

(B) such other CSXT line segments access to and use of which by CRC and NSR are necessary to effectuate the train operations and services contemplated by this Agreement.

(ii) CSXT hereby grants to CRC full operating rights to operate CRC trains, with its own crews, over the CSXT rail line segments within and through the area outlined on red on Exhibit 6 to the Letter Agreement to access and serve on an unimpeded basis (i) customers located on the real estate shown outlined in red on Exhibit 6 and (ii) customers that are located north or west of the area outlined in red and that are accessed via track #283 or via #274. Such trackage rights are subject to relocation by CSXT or NYC, provided that CRC shall continue to have the right to serve the customers referred to in the foregoing sentence from the tracks to which such relocation is made and to operate on an unimpeded basis over such relocated tracks. CRC shall have the right to switch, classify and store up to (but not more than) twenty (20) cars at a time on tracks designated from time to time by CSXT within the area outlined in red on Exhibit 6, but solely with respect to service provided to customers on the trackage rights described in this Section 3(c)(ii).

(iii) NSR hereby grants to CRC and CSXT overhead operating rights to operate CRC trains and CSXT trains, with their own crews, over such NSR line segments access to and use of which by CRC and CSXT are necessary to effectuate the train operations and services contemplated by this Agreement.

(iv) NSR hereby grants to CRC full operating rights to operate CRC trains, with its own crews, over the NSR rail line segments within and through the area shown in green on Exhibit 7 to the Letter Agreement to access and serve on an unimpeded basis the customers located on the real estate shown in green on Exhibit 7. Such trackage rights are subject to relocation by NSR or PRR, provided that CRC shall continue to have the right to serve the customers referred to in the foregoing sentence from the tracks to which such relocation is made and to operate on an unimpeded basis over such relocated tracks. CRC shall have the right to switch, classify and store up to (but not more than) twenty (20) cars at a time on tracks designated from time to time by NSR within the area colored green on Exhibit 7, but solely with respect to service provided to customers on the trackage rights described in this Section 3(c)(iv).

(v) CSXT hereby grants to CRC and NSR the right to use Manville Yard for the purpose of basing local trains, classifying and assembling trains and switching Railcars, but not for the purpose of serving local industries located at such yard.

When required by the CSXT Operating Agreement and the NSR Operating Agreement, CSXT and NSR have obtained the consent of NYC and PRR, respectively, for the grant of rights referred to in this Section 3(c). Notwithstanding any other provision of this Agreement, each rail line segment identified in this Section 3(c) shall be dispatched, maintained, operated and controlled by the Operator which granted the rights with respect to such segment, provided that such dispatching, maintenance, operation and control shall be performed on an impartial and non-discriminatory basis as between the Operators. Trains operated by an Operator pursuant to operating rights granted under this Section 3(c) shall be governed by and subject to the Operating Plan.

(d) Switching and Yard Services.

(i) At the request of and as agent for each Operator, CRC shall perform Switching and Yard Services required by such Operator within the Shared Assets Area, including without limitation any such services which such Operator may be responsible for performing or having performed for a shipper or other Person.

(ii) Except as otherwise provided in Section 3(a), and other than within an Operator's Facility, neither Operator shall with its own equipment or with its own crews perform any Switching and Yard Service within the Shared Assets Area for itself or for any other Person.

(e) Operating Protocols. From time to time, NSR, CSXT and CRC may mutually establish Shared Assets Area Operating Plans, General Dispatching Guidelines, Car Movement Guidelines, Switching/Blocking Requirements and other operating protocols and rules concerning operations within the Shared Assets Area, for the purpose of assuring timely train operations, fluid movement of all railcars, equal and impartial handling of Operators' trains and railcars, minimization in the number of empty cars in the Shared Assets Area, and overall operating efficiency in the Shared Assets Area. The current Operating Protocols have been agreed upon by NSR, CSXT and CRC and are set forth as Exhibit A to this Agreement. The Operating Protocols may be modified only upon mutual agreement of all parties.

(f) Freight Traffic To Remain in Account of Each Operator. Switching and Yard Services and other services performed by CRC for either Operator under this Agreement shall be performed as agent for, and for the account of, such Operator. All freight traffic and Railcars handled within the Shared Assets Area, including traffic and Railcars handled by CSXT or NSR pursuant to Sections 3(a) and 3(c), and traffic and Railcars handled by CRC pursuant to Sections 3(c) and 3(d), shall at all times remain in the waybill, car hire and revenue accounts of either CSXT or NSR.

(g) Rates, Routes and Divisions. Each Operator shall have exclusive and independent authority to establish all rates, charges, service terms, routes and divisions, and to collect all freight revenues, relating to freight traffic transported for its account to, from and within the Shared Assets Area (except those Shared Assets Area line segments over which such Operator possesses only overhead operating rights pursuant to Section 3(c)). CRC shall not participate or appear in any rates, routes or divisions relating to any freight traffic whatsoever to, from and within the Shared Assets Area, and shall not be entitled to or responsible for any freight charges relating to such freight traffic. CRC shall not quote or establish any rate or service terms applicable to freight transportation services to, from and within the Shared Assets Area, enter into transportation contracts with any Person (other than an Operator) for freight transportation services to, from and within the Shared Assets Area, or undertake to perform any for-hire transportation services directly, in its own name or for its own account for any Person (other than an Operator). The transfer or exchange of freight traffic between CSXT and CRC, and between NSR and CRC, within the Shared Assets Area shall not constitute an interchange of freight traffic or freight rail cars for purposes of determining rates, routes, divisions or interline settlements relating to any such freight traffic.

(h) Shipper Bills. Neither Operator shall inform the other or CRC of any rates or charges to shippers to which such Operator provides freight transportation services in the Shared Assets Area, and no copies of any shipper bill of lading or waybill shall be given by such Operator to the other or to CRC except to the extent that such documents are exchanged between rail carriers in the usual course of interline shipments and documenting.

(i) Service Responsibility. Each Operator shall at all times be solely responsible for obtaining, supplying and routing Railcars other than locomotives, for all Railcar ownership costs (including per-diem charges and mileage allowances) and for providing service to its shippers within the Shared Assets Area pursuant to its transportation contracts or other prices with its shippers, including interline accounting, and all car hire and demurrage or detention charges associated with Railcars in its account within the Shared Assets Area.

(j) Dispatching. CRC shall, from local locations or a location agreed upon by CSXT and NSR, control the dispatching, scheduling and movement of, and Switching and Yard Services for, all trains (including Operator Trains and CRC Trains) over the Shared Assets (other than Operator's Facilities, unless requested to do so by the Operator thereof) without any discrimination at any time in favor of or against either Operator, but in accordance with written policies and priorities for categories of freight, type of Railcar, size of train and train destinations established from time to time by the General Manager and approved by the CRC Board to achieve the maximum efficiency and lowest aggregate Shared Asset costs of CRC and the Operators, provided, however, that CSXT and NSR from time to time shall consider, and in the sole discretion of each may adopt, mutually acceptable arrangements giving each Operator one controlled route through the Shared Assets Area to the extent practicable and, if the parties fail to adopt mutually acceptable arrangements giving either Operator such a controlled route, CRC shall control dispatching, scheduling and train movements over the affected Shared Assets as heretofore provided. CRC shall also control the dispatching, scheduling, movement and Switching and Yard Services for all CRC Trains and Operator Trains over the current CRC River Line between CP 2 and CP 5. Dispatching, scheduling and movement of trains performed by either Operator under this Section 3(j) shall conform to the same standards of non-discrimination, written policies and priorities applicable to the control of such functions by CRC at other locations included within the Shared Assets Area.

(k) Railcar Weighing. All Railcars for the account of an Operator which originate or terminate on Shared Assets and which require weighing shall be weighed by and at the expense of such Operator or its customer, and at no cost to CRC.

(l) Freight Claims. The Operators shall agree among themselves on the most fair, practical and efficient arrangements for handling and administering freight loss and damage claims with the intent that (i) each Operator shall be responsible for losses occurring to lading either in its possession or in the possession of CRC for the account of such Operator, and (ii) the Operators shall follow relevant AAR rules and formulas in providing for the allocation of losses which are either of undetermined origin or in Railcars handled in interline service by or for the account of both Operators.

(m) Freight Car Repairs. If any Railcars are bad ordered while on the Shared Assets and must be set out from a CRC Train or Operator Train, CRC shall promptly return such Railcars to the Operator in whose account such Railcars reside in accordance with such Operator's instructions. CRC shall furnish, at such Operator's expense, required labor and material to perform, and shall perform, light repairs on such bad ordered Railcars as necessary to make such Railcars legal and safe for movement. CRC shall bill such Operator for the costs of such light repairs in accordance with the Field and Office Manuals of the AAR Interchange Rules in effect at the time such repairs are performed. CRC shall bill directly to and collect from the applicable Operator charges for repair items that, under the AAR Interchange Rules, are the responsibility of the Railcar owner and/or the handling line carriers. Each Operator may rebill charges for repair items that are the responsibility of the Railcar owner and/or the handling line carriers. If any such bad ordered Railcar cannot be made legal and safe for movement by the performance of light repairs, CRC shall, at such Operator's expense, arrange for appropriate removal of the affected Railcar in accordance with such Operator's instructions.

(n) Train Services. Actual costs incurred by CRC to provide special services (other than services otherwise provided for in this Agreement) at the request of an Operator with respect to trains, locomotives and Railcars for the account of such Operator, shall be paid by such Operator to CRC, provided that the costs and terms of similar special services rendered to each Operator shall be without discrimination between Operators as to cost and terms, giving due allowance to any differences in the costs of providing such services.

(o) Wrecking Service. Wrecking service or wrecking train service required in connection with services contemplated by this Agreement shall be provided by CRC (or its designee) as promptly as possible.

(p) Admission of Third Parties. Notwithstanding any other provision in this Agreement, no party may permit any Person (other than a party hereto) to have access to, operate over or use any Shared Asset without the prior approval of all parties, which approval may be given or refused in the sole discretion of each party.

Section 4. Equipment and Properties.

(a) Procurement. CRC shall procure, operate and maintain all equipment, real property rights and improvements thereon which are reasonably required for (i) CRC to operate the Shared Assets, and (ii) the Operators to move trains over the Shared Assets, in each case in accordance with this Agreement.

(b) Contribution of Locomotives by Operators. Upon reasonable request by the General Manager, the Operators shall furnish to CRC, through full-service lease or other mutually satisfactory arrangements, locomotives reasonably required by CRC for the performance of its obligations under this Agreement. The respective obligations of each Operator to furnish such locomotives shall be based, insofar as reasonably practicable, upon the Operator's CRC Train Usage Percentage during the calendar month preceding such request for the Shared Assets Area or Zone in which such locomotives are needed by CRC. It is the parties' intention that (i) the arrangements pursuant to which such locomotives are furnished by either Operator to CRC shall provide that heavy maintenance, repair and overhaul shall be the responsibility of such Operator, (ii) locomotives furnished by either Operator to CRC may, in order to permit maintenance, repair and overhaul of such locomotive units, be exchanged for other locomotive units furnished by such Operator, and (iii) the respective obligations of each Operator to furnish such locomotives upon request by the General Manager shall be adjusted on at least a monthly or more frequent basis.

(c) Locomotive Service and Repairs. At the request of an Operator, CRC shall furnish required labor and material to perform, and shall perform, fueling and servicing of any Operator's locomotive, as well as light repairs on any Operator's locomotive as necessary to make such locomotive legal and safe for movement. CRC shall bill such Operator (or other owner of such locomotive) for the costs of such fueling, servicing and light repairs in accordance with industry practice in effect at the time such fueling, services or repairs are performed. If any such locomotive cannot be made safe for movement by the performance of light repairs, CRC shall, at the expense of such Operator (or other owner of such locomotive), arrange for appropriate removal of such locomotive in accordance with such Operator's instructions.

Section 5. Maintenance.

(a) Routine Maintenance.

(i) CRC shall be responsible for Routine Maintenance when necessary or desirable to maintain the Shared Assets in a safe operating condition, and to permit and facilitate (A) the performance by CRC of its obligations pursuant to this Agreement, and (B) the use of Shared Assets by the Operators in accordance with this Agreement.

(ii) CSXT or NSR, directly or through their respective affiliates, may perform the work which CRC performed prior to the date of this Agreement when (A) CRC does not possess the skills needed for such work, (B) CRC lacks the necessary employees to do such work in a timely fashion, or (C) CRC does not possess the equipment needed to do such work. CRC and the party performing the work shall agree to a reasonable fee for such work prior to performance. CRC, CSXT and NSR may agree to have additional work performed either by CSXT, NSR or their affiliates.

(b) CRC Program Maintenance.

(i) The General Manager shall prepare and submit to the CRC Board a Program Maintenance plan concurrently with the submission of an Operating Budget and the Capital Expenditure Budget to the CRC Board.

(ii) Any of CRC, CSXT or NSR may at any time deliver a Program Maintenance Proposal to the other two of them and to the General Manager and each member of the CRC Board.

(iii) The CRC Board shall either (A) approve any or all of such Program Maintenance Proposals and plan with such changes as it deems appropriate, include the costs thereof in a pending or amended Capital Expenditure Budget, and direct the General Manager to cause the maintenance described in approved Program Maintenance Proposals or plan to be performed in accordance with Sections 5(b)(iv) and (v), or (B) disapprove any or all of such Program Maintenance Proposals or plan.

(iv) Program Maintenance shall be the responsibility of CSXT and NSR pursuant to contracts or arrangements with CRC, and CRC shall not perform Program Maintenance, except for Program Maintenance which can be provided by Persons other than CSXT or NSR at a lower cost to CRC than the CSXT or NSR cost thereof.

(v) CRC shall select, to perform each Program Maintenance project or program, the Operator which CRC reasonably determines will perform such project or program at the least cost to CRC consistent with safe and efficient operations, and taking into account scheduling considerations, based on written proposals submitted by each Operator.

(c) Maintenance Standards. Unless otherwise authorized by the CRC Board, the General Manager shall prepare and submit to the CRC Board proposals (including the Program Maintenance plan submitted pursuant to Section 5(b)) for the performance of such Routine Maintenance and Program Maintenance as is reasonably necessary to keep and maintain the Shared Assets substantially in their condition as of the date of this Agreement. If the CRC Board fails either to approve or disapprove by majority vote any such proposal within 45 days after it was submitted to the CRC Board, the disagreement over the propriety or need for any of the Routine Maintenance or Program Maintenance included in such proposal may be submitted by either Operator for resolution by binding arbitration pursuant to Section 13.

Section 6. Capital Improvements. Except as provided in Section 5, all capital improvements involving Shared Assets shall be governed by the following provisions:

(a) Proposed Projects. Either Operator, CRC or the General Manager may propose to the CRC Board from time to time capital improvement projects. Each such project shall be reviewed by the CRC Board, which may approve or disapprove by majority vote, or fail to approve, such projects.

(b) CRC Board Approved Projects. Each Operator shall be responsible for an equal share of the initial budgeted funding of each capital improvement project which has been approved by the CRC Board and is included in an approved Capital Expenditure Budget, except as provided in Section 6(c). A final accounting shall be made to adjust the initial budgeted funding to the actual project cost as specified in the Accounting Plan.

(c) Nonseverable Improvement Projects.

(i) At the written request of an Operator delivered to the other, each Operator shall, within 45 days of the delivery of such request, submit to an arbitrator in

accordance with Section 13 a written proposal with respect to a Nonseverable Improvement project which was neither approved nor disapproved by majority vote by the CRC Board within 45 days after such project was proposed to the CRC Board (A) describing any changes which such Operator proposes be made to such project and specifying a schedule, budget and allocations between the Operators of initial capital costs of such Nonseverable Improvement, or (B) proposing that it not be made.

(ii) The arbitrator receiving the proposals referred to in Section 6(c)(i) (A) shall consider (1) the degree, if any, to which the construction, operation and use of such Nonseverable Improvement would impair or interfere with the use of Shared Assets by CRC or either Operator, or conflict with any pending capital improvements included in an approved Capital Expenditure Budget, and (2) the budget and allocations between the Operators of initial capital costs of such Nonseverable Improvement as proposed by each Operator, and (B) shall determine within 45 days of such receipt which of such proposals shall be implemented, or that such Nonseverable Improvement shall not be made, and the CRC Board shall approve any proposal which such arbitrator determines shall be implemented.

(d) Severable Improvement Projects.

(i) Each Operator shall have the unilateral right to construct and exclusively fund any Severable Improvement which was not approved by the CRC Board.

(ii) Each Severable Improvement funded exclusively by an Operator shall be used exclusively by that Operator, which shall be solely responsible for maintaining such Severable Improvement at its own expense, until such time that the other Operator gives written notice that it desires also to use such Severable Improvement, stating the amount which such other Operator is prepared to pay to the Operator which initially funded such Severable Improvement for the right to use such Severable Improvement.

(iii) If the Operators are unable to agree on the amount of such payment within 45 days after the notice referred to in Section 6(d)(ii) was given, then at the written request of an Operator delivered to the other after 45 days but before 60 days after such notice was given, each Operator shall, within 15 days of the delivery of such request, submit to an arbitrator in accordance with Section 13 a written statement setting forth the proposed payment by the second Operator, and the arbitrator shall within 45 days of such receipt determine which of such proposed amounts shall apply, which shall be binding on both Operators and paid promptly.

(iv) Such Severable Improvement shall become a Nonseverable Improvement at the time such second Operator pays the amount so determined and, thereafter, maintenance and other costs associated with the operation of such improvement shall be apportioned between the Operators as provided in this Agreement.

(e) Capital Improvements as Shared Assets. Upon completion, all capital improvements approved by the CRC Board and all Nonseverable Improvements shall become part of the Shared Assets owned by CRC subject to all provisions of this Agreement, free and clear of all Operator liens.

(f) Title to Severable Improvements. Each Operator shall retain title to all Severable Improvements exclusively funded by such Operator. At any time during the term of this Agreement, an Operator may remove (at its sole expense) any Severable Improvement which it exclusively funded, provided that such Operator has repaired (at its sole expense) any damage to a Shared Asset caused by such removal and has restored the related Shared Assets substantially to their condition at the time such Severable Improvements were made. In the event an Operator shall not have removed any Severable Improvement to which the Operator shall have title prior to the expiration or termination of this Agreement, title to such Severable Improvement shall vest in CRC, free and clear of all Operator liens, upon such expiration or termination.

(g) Noninterference. The construction, operation and use
of Severable Improvements by an Operator shall not impair or interfere with the use of Shared Assets by CRC or the other Operator, nor shall any Severable Improvement conflict with any pending capital improvements included in an approved Capital Expenditure Budget.

(h) Switch Connections. CRC shall, upon the written request of one or both Operators, provide for switch and turnout connections from Shared Asset tracks to a private sidetrack owned by a shipper or other Person, if such request:

(i) includes the commitment of the Operator or both Operators making such request, or

(ii) is accompanied by a written undertaking from such shipper or other Person, in each case satisfactory to CRC, to pay to CRC all costs incurred from time to time by CRC to provide for such switch and turnout connections within 30 days after it delivers a bill for such costs to such Operator, Operators, shipper or other Person.

(i) Adjacent Improvements.

(i) In the event an Operator constructs, acquires or funds the cost of an Adjacent Improvement (whether or not such Adjacent Improvement is ultimately owned by such Operator), the other Operator shall be entitled to share usage of such Adjacent Improvement by giving written notice stating the amount which such other Operator is prepared to pay to the first Operator for such right. If the Operators are unable to agree on the amount of such payment within 45 days after such notice was given, then at the written request of an Operator delivered to the other after 45 days but before 60 days after such notice was given, the matter shall be submitted for resolution by binding arbitration pursuant to Section 13 and the provisions of Section 6(d)(iii) shall apply to determine the amount of such payment.

(ii) After the second Operator pays the amount so determined, if the first Operator owns or has a property interest in the Adjacent Improvement, the provisions of this Section 6 shall be applied as if such improvement were a Nonseverable Improvement. If a shipper or another Person unrelated to the first Operator owns such Adjacent Improvement, the second Operator shall be entitled to share fully the rights of the first Operator in connection with such Adjacent Improvement in consideration of the initial payment.

(j) Operator's Facilities. The foregoing provisions of this Section 6 shall not apply to any capital improvement (including, but not limited to, a transloading facility or automotive ramp) within an Operator's Facility or the current CRC developable property encompassing current CRC Elizabethport Yard (Trumbull Street Yard) or the CRC developable property east of current CRC's Chemical Coast Secondary and adjacent to the E-Rail intermodal facility (northern New Jersey).

Section 7. Accounting.

(a) Books of Record and Account. CRC shall keep proper books of record and account, in which full and correct entries shall be made of all CRC transactions, costs, expenses and revenues in accordance with GAAP and the USOA, as modified by the Accounting Plan. All expense and revenue transactions related to the Shared Assets Area shall be readily identifiable by distinct accounting codes.

(b) Financial Statements. CRC shall deliver to each Operator (i) within 30 days after the end of each calendar month, a summary income statement and a summary balance sheet showing as of the last day of and for such calendar month, major categories of CRC revenue, expense, assets and liabilities, (ii) within 30 days after the last day of each CRC fiscal quarter, interim financial statements as of and for the fiscal quarter ended on such day, similar to statements described in Rule 10-01 of Regulation S-X under the Securities Exchange Act of 1934, as amended, as modified by the Accounting Plan, and (iii) within 30 days after the last day of each CRC fiscal year, statements of income and cash flow and a balance sheet as of and for the fiscal year ended on such day, prepared in accordance with GAAP and the USOA, as modified by the Accounting Plan.

Section 8. Costs and Budgets.

(a) CRC Costs. CRC shall pay (and, except for Excluded Taxes, CSXT and NSR shall, pursuant to Section 9, reimburse CRC for) all of the costs and expenses to maintain its ownership of the Shared Assets and to operate and maintain the Shared Assets, including but not limited to all Taxes and assessments, licenses, permits and any other governmental authorizations required to own, operate and maintain the Shared Assets, the principal of and interest and premium, if any, on, and all other costs of, its indebtedness and all other costs of its capital.

(b) Employee Cost Reimbursement. CRC shall reimburse CSXT and NSR for the wages, pro rata portion of fringe benefits, other direct employment costs (including additives) and other actual employee-related costs of any CSXT or NSR employee, respectively, who provides Temporary Services.

(c) Capital Expenditure Budget.

(i) The General Manager shall prepare and submit to each member of the CRC Board at least 30 days prior to the beginning of each CRC fiscal year, a Capital Expenditure Budget for such fiscal year, specifying for such year the schedule of Program Maintenance and Shared Asset capital improvements to be performed and constructed for the benefit of both Operators during such fiscal year and the months therein during which such expenditures are proposed to be made, for approval, or modification and approval, by the CRC Board.

(ii) The General Manager shall not permit any capital expenditure to be made by CRC, CSXT or NSR except in accordance with the Capital Expenditure Budget in effect from time to time, Severable Improvements exclusively funded by an Operator and emergency capital expenditures made (A) to preserve, or to mitigate a serious diminution in, the value and usefulness of a Shared Asset to CRC, CSXT and NSR, or (B) to prevent or mitigate a serious disruption in the operation and use of the Shared Assets by or for CRC, CSXT or NSR.

(iii) Any Capital Expenditure Budget may be amended in writing at any time by the CRC Board.

(d) Operating Budget.

(i) The General Manager shall prepare and submit to each member of the CRC Board at least 30 days prior to the beginning of each fiscal year of CRC, an Operating Budget for such fiscal year showing the budget amounts of revenues and expenses for each month during such fiscal year, for approval, or modification and approval, by the CRC Board.

(ii) The General Manager shall use all reasonable efforts to prevent CRC expenses with respect to Shared Assets for a period from exceeding the amounts shown on the Operating Budget for such period.

(iii) The General Manager shall give prompt written notice to each member of the CRC Board of any actual or, in the judgment of the General Manager, probable, material change in the revenues, expenses or working capital requirements shown on the Operating Budget for any period.

(iv) Any Operating Budget may be amended in writing at any time by the CRC Board.

Section 9. Cost Sharing.

(a) Accounting Plan. The parties shall develop and implement a written plan of accounting containing a detailed description, by category of cost and location, of the costs associated with the management and operation of the Shared Assets Area and the method by which such costs shall be fairly and properly apportioned among the parties. Such plan of accounting may include separate accounting and sharing of costs for particular Zones, and shall conform to the following general principles:

(i) Forty two percent (42%) of Interest Rental shall be apportioned to CSXT and fifty eight percent (58%) of Interest Rental shall be apportioned to NSR;

(ii) Locomotive ownership, lease, fueling, light repair and servicing costs incurred by CRC within the Shared Assets Area or each Zone (except costs incurred by CRC and charged directly to an Operator pursuant to Section 4(c)) shall be apportioned between the Operators on the basis of the CRC Train Usage Percentages;

(iii) Crew compensation and other crew costs incurred by CRC within the Shared Assets Area or each Zone with respect to CRC Trains shall be apportioned between the Operators on the basis of the CRC Train Usage Percentages;

(iv) General and administrative, supervisory and overhead expenses incurred by CRC within the Shared Assets Area or for functions related to the Shared Assets Area shall be apportioned between the Operators on the basis of the CRC Train Usage Percentages;

(v) Dispatching and train control costs (including, without limitation, labor, equipment, materials and maintenance expenses) incurred by CRC with respect to the Shared Assets Area shall be apportioned between the Operators on the basis of the CRC Train Usage Percentages;

(vi) Police and other costs incurred by CRC with respect to security within the Shared Assets Area shall be apportioned between the Operators on the basis of the CRC Train Usage Percentages;

(vii) Damage paid by CRC pursuant to Section 11(c) shall be apportioned between the Operators in accordance with Section 11(b);

(viii) All other costs incurred by CRC with respect to the Shared Assets Area or each Zone (except Taxes and insurance) shall be apportioned between the Operators on the basis of the Total Train Usage Percentages;

(ix) Taxes (other than Excluded Taxes) incurred by CRC with respect to the Shared Assets Area or each Zone shall be apportioned between the Operators on the basis of the Operator's Expense Percentages for the period to which such Taxes relate; and

(x) Insurance costs incurred by CRC with respect to Shared Assets within the Shared Assets Area or each Zone shall be apportioned between the Operators on the basis of the Operator's Expense Percentages for the period to which such insurance costs relate;

If the parties are unable to agree on the terms and provisions of the Accounting Plan, such disagreement may be submitted by either Operator for resolution by binding arbitration pursuant to Section 13.

(b) Usage Statement. CRC shall deliver to each Operator prior to the last day of each calendar month, a written statement showing for the prior Billing Month:

(i) the total number of loaded and empty Railcars in the account of each Operator in CRC Trains which performed Switching and Yard Services or operated directly between customer facilities in each Zone;

(ii) the total number of loaded and empty Railcars moved by or for such Operator in Operator Trains which operated overhead or directly to Jointly-Operated Facilities, Operators' Facilities or customer facilities in each Zone;

(iii) the calculation of the CRC Train Usage Percentage and the Total Train Usage Percentage for each Operator for each Zone,

and (A) all Railcars in a train shall be deemed to be on Shared Assets when the first or last Railcar of such train is on Shared Assets and (B) each time that a Railcar is removed from or added to a train in the Shared Assets Area shall constitute a separate movement of such Railcar.

(c) Expense Statement. Concurrently with the delivery of each Usage Statement to the Operators, CRC shall deliver to the Operators a statement showing (i) the expenses incurred by CRC to own, operate and maintain the Shared Assets during the Billing Month, (ii) the revenues, if any, derived by CRC from the ownership and operation of the Shared Assets during such Billing Month, and (iii) the Reimbursable Expenses for such Billing Month, in each case computed in accordance with GAAP and the USOA, as modified by the Accounting Plan.

(d) Capital Expenditure Statement. Concurrently with the delivery of each Usage Statement to the Operators, CRC shall deliver to the Operators a statement showing the estimated Budgeted Capital Expenditures for the calendar month immediately succeeding the calendar month in which such statement is delivered.

(e) Bills. Concurrently with the delivery to the Operators of a Usage Statement for a Billing Month, CRC shall deliver to each Operator a bill (a "Bill") showing for such Billing Month:

(i) one hundred and two percent (102%) of the amount of each Reimbursable Expense apportioned to such Operator for such Billing Month under the Accounting Plan;

(ii) one-twelfth of fifty percent (50%) of the annual amount of Budgeted Capital Expenditures approved by the CRC Board; and

(iii) one-twelfth of the Interest Rental apportioned to such Operator.

(f) Payment. Each Operator shall pay to CRC the amount shown on each Bill as being payable by such Operator, on or before the 30th day after the date of such Bill regardless of whether or not such Operator disputes the accuracy of any amount or calculation shown on such Bill.

(g) Disputed Bills.

(i) Any dispute by an Operator of the accuracy of any amount or calculation shown on any Bill shall be described and specified in reasonable detail in a Dispute Letter from such Operator to CRC and the other Operator within two years after the date of such Bill.

(ii) Any amounts or calculations shown on any Bill which are not disputed in accordance with Section 9(g)(i) shall conclusively be deemed to be accurate and shall be binding on each Operator and CRC.

(iii) CRC and both Operators shall promptly endeavor to resolve the disputes described in each Dispute Letter, and if they fail to agree to a resolution of such disputes within 60 days of the delivery of such Dispute Letter to CRC, then the firm of independent public accountants which has been engaged as auditors for CRC shall be engaged to resolve such disputes in accordance with GAAP and the USOA, as modified by the Accounting Plan, and the written resolution of such disputes signed by such accounting firm shall be binding on each Operator and CRC.

(iv) Any adjustments to Bills which result from the resolution of Dispute Letter disputes shall be reflected as charges or credits on the first Bills delivered by CRC to the Operators after such disputes have been resolved.

(v) The fees in connection with the resolution of any Dispute Letter disputes of the accounting firm which has been engaged as auditor for CRC shall be paid fifty percent (50%) by CSXT and fifty percent (50%) by NSR.

Section 10. Access. CRC shall give to each Operator during normal CRC Administrative Office business hours, access to inspect and make copies of any and all books of record and accounts relating to this Agreement, all of which shall be maintained by CRC at the CRC Administrative Office.

Section 11. Liability. Except as otherwise provided in Section 3(l) (Freight Claims), Section 11(f) (Specified Level Damages) and Section 11(g) (Substance Abuse Exceptions), the responsibility between and among CRC, CSXT and NSR for all Damage arising out of, incidental to or occurring in connection with this Agreement shall be apportioned without consideration of fault or negligence of any kind or degree in accordance with the remaining provisions of this Section 11. The provisions of this Section 11 are intended to inure only to the benefit of the parties hereto and their corporate successors and affiliates, and not to create any benefits for any third parties.

(a) Operators' Sole Responsibility. Except as otherwise provided in Section 11(f) (Specified Level Damages) and Section 11(g) (Substance Abuse Exceptions), each Operator shall assume and bear all responsibility for Damage to its own trains, locomotives and equipment, to Railcars and lading in its possession or being handled for its account and for the death of or injury to its own employees.

(b) Operators' Joint Responsibility.

(i) Train Usage. Except as otherwise provided in (1) Section 11(b)(ii) (First Year), (2) Section 11(a) (Operators' Sole Responsibility), (3) Section 11(c)(i) (CRC Damages Generally), (4) Section 11(c)(ii)(B) (No Reallocation for Insurance), (5) Section 11(f) (Specified Level Damages), and (6) Section 11(g) (Substance Abuse Exceptions), and subject to Section 11(c)(ii)(A) (Net of Insurance), all Damage shall be apportioned between the Operators in proportion to their respective Total Train Usage Percentages in the Zone in which the incident giving rise to such Damage occurred for the 12 calendar month period immediately preceding the incident giving rise to such Damage.

(ii) First Year. If an incident giving rise to Damage for which the Operators are jointly responsible under Section 11(b)(i) (Train Usage) occurs before June 1, 2000, responsibility for such Damage shall be borne equally by the Operators, with each being liable for one-half (1/2) of the damages.

(c) CRC Responsibility - Allocation and Insurance.

(i) CRC Damages Generally. Except as otherwise provided in this Section 11(c), all Damages incurred by CRC, including, without limitation, those Damages apportioned to CRC under Section 11(f) (Specified Level Damages) shall be CRC expenses, allocated as provided in Section 11(b) (Operators' Joint Responsibility), and included in Expense Statements charged to the Operators.

(ii) (A) Net of Insurance.

(1) Notwithstanding any other provision in this Agreement (but subject to Section 11(c)(ii)(B) (No Reallocation for Insurance)), all Damages (including without limitation, loss or destruction of, or damage to, CRC's own property) charged to the Operators, under the Expense Statements or otherwise, shall be net of any CRC insurance. It is the intent of the parties (a) for CRC to look first to any insurance proceeds available to it before attempting to recover any such Damages from the Operators and (b) for the Operators' obligation to make direct payment to CRC not to include any obligation to make direct payment for any Damages covered by insurance procured by or on behalf of CRC.

(2) If and to the extent that CRC is an insured under, or otherwise provided coverage under, an insurance policy or policies each of which provides coverage for both CRC and one Operator but not the other Operator, and regardless of whether two or more of these policies shall be in existence or have different deductible-retention amounts and/or limits of recovery, then the amount of insurance proceeds deemed "available" under Section 11(c)(ii)(A)(1) to which CRC shall look before either Operator shall have any obligation for direct payment shall, as to each Operator, be the maximum available limit of the insurance providing coverage for both that Operator and CRC.

(B) No Reallocation for Insurance. When part of the apportioned Damage will be satisfied from insurance coverage under this Section 11(c), and part paid directly by the Operator, the insured portion of the Damage shall be apportioned among or between CRC and the Operators (and consequently between or among their insurers) in the same manner and amounts as it would have been apportioned if the loss were not net of insurance. If any such allocation results in one party hereto suffering a greater uninsured loss than the other(s) because of differing deductibles or self-retentions, that difference in coverage shall not be a basis for any reapportionment or reallocation of Damage.

(d) Process. Each Operator shall be responsible for the payment, handling, administration and disposition of all Damage for which it bears exclusive responsibility under Section 11(a) (Operators' Sole Responsibility), and both Operators shall have joint responsibility for the payment, handling, administration and disposition of all Damage for which they are jointly responsible under Section 11(b) (Operators' Joint Responsibility) and Section 11(c) (CRC Responsibility - Allocation and Insurance). In assigning joint responsibility to both Operators, it is not the intent of this Agreement that the Operators will actually act jointly, but rather that the Operators will agree between themselves on the most practical and efficient arrangements for handling, administering, and disposing of Damage for which they bear joint responsibility, with the objective of eliminating unnecessary duplication of effort and minimizing overall costs.

(e) Indemnification. Each party to this Agreement covenants and agrees to (i) fully indemnify and save harmless the other parties to this Agreement from and against any payments which are the responsibility of such party under this Agreement, and all expenses, including attorneys' fees and expenses and other expenses of any court or regulatory proceeding, incurred by such other parties in defending any claim that they are liable for such payments, and (ii) defend such other parties against such claims with counsel selected by such party and reasonably acceptable to such other parties.

(f) Specified Level Damages.

(i) Damages Amount. Section 11(a) (Operators' Sole Responsibility) and Section 11(b) (Operators' Joint Responsibility) shall apply directly only when the total amount of all Damages resulting from a single incident is $25 million or less. Responsibility for Damages resulting from a single incident for which Damages exceed $25 million shall be allocated as stated in this Section 11(f)(i).

(A.1) Tier One Damages Defined. In this Section 11(f), "Tier One Damages" for any incident occurring during and between June 1, 1999 and May 31, 2000 shall, except as otherwise provided in Section 11(g) (Substance Abuse Exceptions), include the greater of:

(1) $25 million of Damages; or

(2) the lowest amount of Damages which, when allocated among all parties, results in an allocation to either Operator of Damages in an amount equal to all insurance benefits available to that Operator (called the "Lesser Insured Operator") which has the lesser (as between the Operators) amount of insurance benefits available to it, including, without limitation, insurance to which CRC looks under Section 11(c) (CRC Responsibility - Allocation and Insurance). In determining insurance benefits available to the Lesser Insured Operator, both property and liability insurance shall be considered but (I) only to the extent benefits are actually available in connection with that incident and (II) they shall be calculated separately (i.e., property insurance benefits shall not be considered in any determination of available liability insurance benefits and vice versa).

In this Section 11(f), "Tier One Damages" for any incident occurring on or after June 1, 2000 shall, except as otherwise provided in Section 11(g) (Substance Abuse Exceptions), include only the first $25 million of Damages incurred by the parties, unless otherwise agreed by the parties.

(A.2) Allocation of Tier One Damages. Tier One Damages shall be allocated among the parties as follows:

(1) Any Damage for which each Operator would otherwise be solely responsible under Section 11(a) (Operators' Sole Responsibility) shall be allocated as provided in Section 11(a);

(2) Any and all CRC Damages other than those specified in preceding Section 11(f)(i)(A.2)(1) (including, without limitation, Damage to its trains, locomotives and equipment, whether owned or leased, to Railcars and lading in its possession or being handled for its account, and to the property of any others, as well as any Damage arising from or in connection with the death of or injury to any persons, including, without limitation, its own employees) shall be allocated and paid as provided in Section 11(c) (CRC Responsibility - Allocation and Insurance); and

(3) Any and all other Damages shall be allocated as provided in Section 11(b) (Operators' Joint Responsibility).

(B.1) Tier Two Damages Defined. In this Section 11(f), "Tier Two Damages" shall include (1) those Damages allocated to Tier Two under Section 11(g) (Substance Abuse Exceptions) and (2) all of those Damages in excess of the aggregate Tier One Damages calculated under Section 11(f)(i)(A.1).

(B.2) Allocation of Tier Two Damages. Tier Two Damages shall be allocated between or among the parties hereto in proportion to their respective fault or negligence in causing the Damage.

(ii) Dispute Resolution. Any dispute between or among the parties hereto in determining their respective fault or negligence in causing the Damage or otherwise relating to their respective responsibilities for Damage arising out of, incidental to or occurring in connection with any incident shall be submitted for resolution by binding arbitration pursuant to Section 13 (Arbitration).

(iii) Amendment of Certain Amounts. The $25 million amount referred to in this Section 11(f) may be adjusted every five years following the date of this Agreement with the prior approval of all parties, which approval may be given or refused in the sole discretion of each party.

(g) Substance Abuse Exceptions. Each Operator shall assume and bear all responsibility for Damage to the extent caused by acts or omissions of any of its employees while under the influence of drugs or alcohol, and Sections 11(b) (Operators' Joint Responsibility) and Section 11(f) (Specified Level Damages) shall not apply to any such Damage. If, but for the operation of this Section 11(g), all or any Damages from an incident would otherwise have been Tier One Damages under Section 11(f) (Specified Level Damages), the portion of the Damages caused by acts or omissions of any the employee(s) while under the influence of drugs or alcohol shall be Tier Two Damages, and allocated under Section 11(f)(i)(B.2) (Allocation of Tier Two Damages), and the remaining portion of the Damages from that incident shall be included in, and allocated under, Tier One or Tier Two under the otherwise applicable provisions for Section 11(f)(i).

(h) Transaction Agreement. Section 2.8 of the Transaction Agreement shall control any conflict between Sections 11(b) and (c) and said Section 2.8.

(i) Damages. As used in this Section 11 only, the term "Damage(s)" shall exclude:

(i) Operator Consequential Damages (which are always borne by the Operator which sustained them); and

(ii) any claim by any party, in its own right, against any other party for exemplary or punitive damages, but not for allocation under this Section 11 of exemplary or punitive damages claimed against that party by a third person not a party hereto.

With regard to exemplary and punitive Damages the parties acknowledge and agree that, with regard to the subject of this Agreement, the intent and agreement of the parties is that no party shall bring or recover any claim for exemplary or punitive damages, in its own right, against any other party, but that any party will allocate, in accordance with this Section 11, exemplary or punitive Damages from any claim against it by a third person not a party hereto.

Section 12. No Partnership. Nothing in this Agreement shall be construed to establish a partnership or joint venture between or among CRC, CSXT or NSR or any of their affiliates or associates.

Section 13. Arbitration. Any dispute, controversy or claim (or any failure by the parties to agree on a matter as to which this Agreement expressly or implicitly contemplates subsequent agreement by the parties, except for matters left to the sole discretion of a party) arising out of or relating to this Agreement, or the breach, termination or validity hereof, shall be finally settled through binding arbitration by a sole, disinterested arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall be jointly selected by the parties but, if the parties do not agree on an arbitrator within 30 days after demand for arbitration is made by a party, they shall request that the arbitrator be designated by the American Arbitration Association. The award of the arbitrator shall be final, binding and conclusive upon the parties. Each party to the arbitration shall pay the compensation, costs, fees and expenses of its own witnesses, experts and counsel. The compensation and any costs and expenses of the arbitrator shall be borne equally by the parties. The arbitrator shall have the power to require the performance of acts found to be required by this Agreement, and to require the cessation or nonperformance of acts found to be prohibited by this Agreement. The arbitrator shall not have the power to award consequential or punitive damages. Judgment upon the award rendered may be entered in any court having jurisdiction thereof, which court may award appropriate relief at law or in equity. All proceedings relating to any such arbitration, and all testimony, written submissions and award, of the arbitrator therein, shall be private and confidential as among the parties, and shall not be disclosed to any other Person, except as required by law and except as reasonably necessary to prosecute or defend any judicial action to enforce, vacate or modify such arbitration award.

Section 14. Term. This Agreement shall become effective as of the date first above written and shall remain in effect until the twenty-fifth (25th) anniversary of such date, subject to the right of CSXT and NSR to agree prior to the twenty-third (23rd) anniversary of such date to extend this Agreement for a renewal period of five (5) years; and if so extended, to agree prior to the twenty-eighth (28th) anniversary of such date to further extend this Agreement for an additional renewal period of five (5) years (each such period, a "Renewal Term").

Section 15. Force Majeure. The obligations, other than payment obligations, of the parties to this Agreement shall be subject to force majeure (which shall include strikes, riots, floods, accidents, Acts of God, and other causes or circumstances beyond the control of the party claiming such force majeure as an excuse for non-performance), but only as long as, and to the extent that, such force majeure shall prevent performance of such obligations.

Section 16. Entire Agreement. This Agreement and the Transaction Agreement, including the other Ancillary Agreements (as defined in the Transaction Agreement) constitute the entire agreement and supersede all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, except the letter agreement dated April 8, 1997 between CSX and NSC to the extent such April 8, 1997 letter agreement covers matters not addressed or amended hereby or in the Transaction Agreement or the Ancillary Agreements (as defined in the Transaction Agreement); provided that it is the intent of the parties that this Agreement shall be an effectuation of such April 8, 1997 letter agreement consistent with its terms, and that the provisions of this Agreement shall be interpreted to give effect to such April 8, 1997 letter agreement; and provided further that, in the event of any inconsistency between the terms of this Agreement and such April 8, 1997 letter agreement, this Agreement shall prevail.

Section 17. Amendment and Waiver. Any amendment to this Agreement must be in writing and executed and delivered by CRC, CSXT and NSR, subject to any jurisdiction of the STB. Any waiver of any term or provision of this Agreement must be in writing and executed and delivered by the party entitled to enforcement of such term or provision.

Section 18. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, such provision is intended to be ineffective only to the most limited extent possible in such context and the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 19. Remedies.

(a) Entitlement to Certain Remedies. Each party acknowledges and agrees that the other parties would be irreparably damaged in the event any of the provisions of this Agreement were not performed by it in accordance with their specific terms or were otherwise breached. It is accordingly agreed that each party shall be entitled to an injunction or injunctions to prevent breaches of such provisions and to specifically enforce such provisions, in addition to any other remedy to which such party may be entitled, at law or in equity.

(b) Preclusion of Certain Remedies. In no event shall any party be liable to the other parties for any consequential, indirect, incidental, punitive or other similar damages including, but not limited to, lost profits for any breach or default, or any act or omission arising out of or in any way relating to this Agreement, under any form or theory of action whatsoever, whether in contract, tort or otherwise. The foregoing is not intended to alter or limit the allocation of responsibility for Damage as provided in Section 11.

Section 20. Interpretation. This Agreement was drafted jointly by CSXT and NSR, each of which was advised by its own counsel and other advisors concerning all of the terms and provisions hereof; accordingly, any ambiguity herein should not be construed in favor of or against any of them.

Section 21. Headings. Headings of Sections and paragraphs in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any term or provision of this Agreement.

Section 22. Parties. This Agreement shall inure to the benefit of and be binding upon CRC, CSXT and NSR and any successor of any of them by operation of law, and any assignee agreed to by them in accordance with Section 23, and nothing in this Agreement is intended or shall be construed to give any other Person any legal or equitable right, remedy or claim under or with respect to this Agreement or any term or provision hereof.

Section 23. Assignment.

(a) Limitation. Except as provided in Section 23(b), neither this Agreement (including the documents and instruments referred to herein) nor any of the rights, interests or obligations hereunder, shall be assigned by any party, including by operation of law, without the prior written consent of the other parties (except to a controlled subsidiary), which consent may be given or refused in the sole discretion of each party.

(b) Successor. Any party without the consent of the other parties may assign all of its rights and obligations under this Agreement only to any successor in the event of a merger, consolidation, sale of all or substantially all its assets (but only if such sale includes all routes and lines owned by such party to access the Shared Assets), if such assignee executes and delivers to the other parties hereto an agreement reasonably satisfactory in form and substance to such other party under which such assignee, which is reasonably satisfactory to the other party, assumes and agrees to perform and discharge all the obligations and liabilities of the assigning party; provided that any such assignment shall not relieve the assigning party from the performance and discharge of such obligations and liabilities.

Section 24. Notices. Any notice given by CRC, CSXT or NSR to the others under this Agreement shall be deemed delivered on the date sent by registered mail, or by such other means as they may agree, and shall be addressed to them as follows:

(A) If to CSXT:

Executive Vice President and
Chief Operating Officer
CSX Transportation, Inc.
500 Water Street, J120
Jacksonville, Florida 32202

(B) If to NSR:

Senior Vice President Operations
Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191

(C) If to CRC:

President and Chief Executive Officer
Consolidated Rail Corporation
2001 Market Street
Two Commerce Square
Philadelphia, Pennsylvania 19101

and each of them may from time to time change its address in this Section 24 by written notice delivered to the others.

Section 25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in counterparts by their duly authorized officials as of the day first above written.

CSX TRANSPORTATION, INC.

By: /s/ Peter J. Shudtz

Title: Vice President - Law and General Counsel - CSX Corporation, authorized agent for CSX Transportation, Inc.

NORFOLK SOUTHERN RAILWAY COMPANY

By: /s/ J. L. Manetta

Title: Senior Vice President Operation

CONSOLIDATED RAIL CORPORATION

By: /s/ Timothy O'Toole

Title: President

EXHIBIT A

OPERATING PROTOCOLS

Consolidated Rail Corporation
Shared Assets Area
Terminal Capacity Guidelines

Yard Operations

- Cars loaded or empty moving outbound to either parent* company, which have been made up for train departure at either a serving merchandise yard, Automotive Terminal or jointly used Intermodal Facility will be considered available at the published departure time for scheduled trains and the later of 4 hours after notice to the parent or actual available time (set time) for non-scheduled or extra trains. Cars remaining available for departure in excess of ten (10) hours will be subject to a charge of $141.00 per car. Thereafter, for every eight (8) hours that the same cars continue to remain on track, along with all other cars of the same block codes within the originating dispatch yard, will be subject to an additional charge of $141.00 per car.

- Cars loaded or empty assembled for outbound train dispatch to either parent company will be considered available at published departure time for such scheduled trains. The Shared Assets Areas management will provide four (4) hours advance notice prior to set time on non-scheduled or extra trains before they will be considered available for departure.

- Management of Shared Assets Areas may refuse an inbound train of the same category when a specific destination terminal has been holding more than one (1) intermodal, automotive, manifest or unit train of a parent for power and/or crew beyond ten (10) hours of scheduled departure or availability and conditions within the involved destination terminal preclude the effective handling of the offered inbound trains.

- Acts of God, Mainline blockages, labor strikes or other causes to a cessation of consistent service beyond the control of a parent company will be considered by the management of the Shared Assets Areas as to the legitimacy of any assessment.

- Opportunities for the Shared Assets Areas management to

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*The term "parent" means CSXT and/or Norfolk Southern Railway Co. ("NSR") and is not intended to describe the legal relationship between the parties.

consolidate - trains for the benefit of a specific Shared Assets Area operation and the involved parent, as mutually agreed by the parties, will not result in charges on cars designated for the annulled train resulting from said consolidation.

- o An inventory of hold cars awaiting disposition within any given Shared Assets Area territory should not exceed thirty (30) cars per day for either CSXT or NSR individually. The Shared Assets Areas management may elect to limit receipt of inbound car flow from the delinquent parent for the affected Shared Assets Areas territory, in accordance with the guidelines for holding trains. Any loaded or empty car including those in unit train consists carrying a "No Bill" status more than twenty-four (24) hours will be assessed $10.00 per hour in excess thereof.

- o Trains inbound to the Shared Assets Area territory must have proper car and train documents. If this information is lacking, the Shared Area managers, at their discretion, may hold trains outside the boundaries of the Shared Assets Area until proper documentation is received.

- o Regardless of company of employment, any qualified crew in the Shared Area may operate any locomotive, regardless of ownership, in that area for the purposes of positioning/hostling or movement of light power between yards.

Held Trains

- o In recognition of terminal fluidity and capacity utilization, the Shared Assets Areas management can require, in coordination with a parent's command center, an inbound train to be held outside the boundaries of a Shared Assets Area.

  - Such notification must be given with enough notice for the parent to chamber the train at a location that minimizes disruption to operations.

  - Decisions by the Director of Train Operations of Shared Assets Areas management are final in this regard. Neither parent may compel the Shared Assets Areas management to accept trains.

  - Similarly, the decision to hold out a train other than temporary holds is recognized as a serious action, which will be done only after all other alternatives are exhausted. Data on these actions will be maintained by Shared Assets Areas management and will be regularly available for briefing to the Conrail's Board of Directors at its pleasure.

Storage

- Neither parent company may store or pre-position cars on Shared Assets Area's tracks, including yard and industrial tracks to which they have access. Empty cars routed to the Shared Assets Areas must have a customer destination assigned, and must be loaded without beginning to accrue charges as described in Conrail's Demurrage Tariff in effect on May 1, 1999. When it is determined that cars cannot be delivered to the customer within 60 hours of arrival, a call will be made to the parent's operations center. After such a call is made, except in extraordinary cases, these cars will then be placed on the parent's first available outbound train.

- CSXT and NS will independently establish such demurrage and car storage arrangements with customers as each deems proper. Should customers keep or store cars on SAA tracks beyond the time at which charges would begin to accrue as called for in Conrail's Demurrage Tariff in effect on May 1, 1999, then the parent road will be assessed $100 per car per day to cover the operational cost of congestion and inefficient use of Shared Assets Areas facilities.

- CSXT and NSR recognize that certain customers are currently provided car storage within the Shared Asset Areas, and that this storage may be essential to the functioning of the business of these customers. CSXT, NSR and Shared Assets will review current pools and by consent of all three parties approve their makeup and location based on operating efficiencies. Thereafter pools will be regularly reviewed for the provision of such storage to avoid congestion. Any request for additional car storage for any Shared Assets Area customers must be approved by the Parents, who will consider the availability of additional space with a view toward assuring that operations in the Shared Assets Area remain fluid and will not be affected by providing such car storage.

Interchange

- CSXT and NSR will not interchange cars to each other within the Shared Assets Areas locations unless specifically provided through separate agreements. No open interchanges have been established except at industries.

Blocking

o To ensure the equal and fair use of the Shared Assets Area capacity by its parent companies, the following car classification requirements will govern:

- Each parent company will be required to block inbound trains for the Shared Assets Areas. Each parent will make the number of blocks called for in the split-date Operating Plan. Failure to comply with inbound blocking requirements and execute appropriate setoffs (unless otherwise directed by Shared Assets management) within the Shared Assets Area will result in an assessment of $50.00 per loaded or empty car.

- Management of the Shared Assets Areas will be required to block outbound trains. Parent companies will receive the number of blocks at each Shared Assets Area terminal that is called for in the split-date Operating Plan.

- Changes to the number of blocks made by or delivered to a Shared Asset terminal may be made only by mutual consent of all three parties.

- Parent companies, except by joint agreement, may not compel the Shared Assets Areas management to make a greater number of blocks at any terminal, beyond the number of called for in the split-date Operating Plan.

- Each parent may change the definition of its own specific blocks originating at a Shared Assets Area terminal.

Hours of Service and Recrews

o Train crews on parent trains approaching a Shared Assets Area must have sufficient time to terminate in or exit the Shared Assets Areas before hours-of-service laws require them to rest. Sufficient time is considered the trains scheduled elapsed time to terminate in or pass through the Shared Assets Area. The Shared Assets Areas management may grant an exception if the train can make it to its destination without undue disruption.

o Shared Assets Areas shall have the option to provide T&E relief service for any road train on the hours-of-service law, regardless of parent company.

- Such relief will be provided after coordination with the appropriate parent's operations center indicating the involved parent will provide no relief crew.

- Recrews will be at the sole cost and expense of the parent whose train is recrewed at full cost plus a $500 surcharge.

- If specific trains frequently require recrews, Shared Assets Areas management may request the parent to change its schedule or slotting of subject train with the right to repeatedly hold that train for a recrew outside the Shared Assets Areas as set forth under the "held trains" provision until such appropriate adjustments are made to the non-conforming schedule.

- Data on trains recrewed will be maintained by Shared Assets Areas management and will be regularly available for briefing to Conrail's Board of Directors at its pleasure.

Charges

o The charges paid by either owner under these protocols will be made to a Conrail "passive income" account, which will be administered by Conrail.

Changes

o These terminal capacity guidelines will be reviewed at the request of any of the three parties (CSXT, NSR, and/or CSAO). Proposed changes are subject to the arbitration provisions of the Shared Asset Area Operating Agreements in the event CSXT and NSR cannot agree.

Exhibit 6

Highly confidential exhibit submitted pursuant to protective order.

Exhibit 7

Highly confidential exhibit submitted pursuant to protective order.

Exhibit 8

Highly confidential exhibit submitted pursuant to protective order

Exhibit 9

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 36873

UNION PACIFIC CORPORATION AND UNION PACIFIC RAILROAD COMPANY
—CONTROL—
NORFOLK SOUTHERN CORPORATION AND NORFOLK SOUTHERN RAILWAY COMPANY

UNION PACIFIC'S RESPONSES AND OBJECTIONS TO NJ TRANSIT'S FIRST SET OF INTERROGATORIES AND SECOND SET OF REQUESTS FOR PRODUCTION

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Union Pacific Railroad Company and Union Pacific Corporation (collectively, "Union Pacific") respond to the First Set of Interrogatories and Second Set of Requests for Production of New Jersey Transit Corporation ("NJ TRANSIT") served on October 2, 2026 ("NJ TRANSIT's Requests" or "Discovery Requests" or "Interrogatories" or "Requests"), as follows. Union Pacific's Responses and Objections to the Requests are based on Union Pacific's present knowledge, information, and belief. Union Pacific reserves the right to supplement or amend these Responses and Objections at any time as circumstances may require.

GENERAL RESPONSES

The following General Responses apply to each of NJ TRANSIT's Requests:

1. Union Pacific is conducting a reasonable search for information and documents responsive to NJ TRANSIT's Requests. Where Union Pacific states that it will produce documents, Union Pacific will conduct a reasonable search for responsive, non-privileged documents, subject to the specific and general objections stated below.

2. Production of information or documents does not necessarily imply that the information or documents are relevant to or admissible in this proceeding and is not to be construed as waiving any of the general or specific objections stated below.

3. Union Pacific's responses and objections to these Requests are based on Union Pacific's present knowledge, information, and belief. Union Pacific reserves the right to rely upon facts, documents, or other evidence that it may develop or that may

subsequently come to its attention; to assert additional objections; and to supplement or amend these responses at any time as this proceeding continues.

INTERROGATORIES AND RESPONSES

INTERROGATORY NO. 1

Identify and produce the following data used in Your analysis of the Lehigh Line:

a. "Conrail track chart and timetable resources," described at Supp. Page 162.
b. "data for NS's own overhead trains and Conrail trains that interchange with NS," described at Supp. Page 163. The data provided should isolate those trains used in the Applicants' Lehigh Line analysis.
c. "daily train count data from Conrail AEI readers located at Middlesex, New Jersey," described at Supp. Page 163 and the identity of the operator for each movement.

Union Pacific Response

Subject to and without waiving the below objections and its General Objections, Union Pacific directs NJ TRANSIT to Applicants' Second Response to Decision No. 21 (the "Supplemental Filing") at pages 161–164 and the accompanying workpaper "Conrail Lehigh Line - Highly Confidential.xlsx." Union Pacific further refers NJ TRANSIT to NS's response to this Interrogatory.

Union Pacific objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, or other applicable privilege. Union Pacific further objects to this Interrogatory to the extent it is duplicative of information already reflected in the Application, Amended Application, Supplemental Filing, and accompanying workpapers and can be obtained by less burdensome means. Union Pacific further objects to this Interrogatory as

overly broad and unduly burdensome to the extent it asks Union Pacific to respond on behalf of NS and seeks data concerning NS or Conrail train operations, Conrail track charts and timetables, or Conrail AEI readers that is not in Union Pacific's possession, custody, or control. Union Pacific further objects to this Interrogatory to the extent it would require Union Pacific to create a new analysis, study, compilation, or dataset that does not presently exist.

INTERROGATORY NO. 2

Produce timetables, schedules, or statements identifying the days and times when You intend to operate freight trains on the Lehigh Line if the Transaction is approved. In addition:

a. Identify the number of each unit, intermodal, automotive, or general merchandise train.
b. Include and identify the number of trains and length of each such freight train You intend to operate during Peak Travel Hours on the Lehigh Line.

Union Pacific Response

Subject to and without waiving the below objections and its General Objections, Union Pacific responds that after conducting a reasonable search, it has not identified timetables, schedules, or statements identifying the days and times when Applicants intend to operate freight trains on the Lehigh Line if the transaction is approved. Applicants provide information regarding operations over the Lehigh Line in workpapers "Conrail Lehigh Line - Highly Confidential.xlsx" and "C-Terminal and Corridor Density T3 vFinal.xlsx."

Union Pacific objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, or other applicable privilege. Union

Pacific further objects to this Interrogatory to the extent it is duplicative of information already reflected in the Application, Amended Application, Supplemental Filing, and accompanying statements and workpapers and can be obtained by less burdensome means. Union Pacific further objects to this Interrogatory as calling for speculation to the extent it seeks day-by-day or hour-by-hour train schedules for post-Transaction operations that have not been finalized and that remain subject to the Board's approval of the Transaction. Union Pacific further objects to this Interrogatory as overly broad and unduly burdensome to the extent it asks Union Pacific to respond on behalf of NS regarding NS's current or planned operations on the Lehigh Line. Union Pacific further objects to this Interrogatory to the extent it seeks data not maintained by Union Pacific in the ordinary course in the form requested and would require Union Pacific to create a new analysis, study, compilation, or dataset that does not presently exist.

INTERROGATORY NO. 3

Explain the methodology, including all assumptions used: (1) in calculating both the capacity and fluid capacity of the Lehigh Line in the Base and Growth Plans, (2) to determine the impact of the additional trains projected in the Growth Plan on the Lehigh Line, and (3) to support Your assertion that the Lehigh Line has sufficient fluid capacity to support both current passenger and projected freight operations. In addition:

a. Describe whether the methodology factored in fluid capacity on the Lehigh Line during Peak Travel Time and, if not, why.
b. Explain which alternative methodologies were considered for the analysis identified in interrogatory #3 and why one methodology was chosen among the other alternatives.

Union Pacific Response

Subject to and without waiving the below objections and its General Objections, Union Pacific directs NJ TRANSIT to the Supplemental Filing at Supp. Pages 161–164 and its accompanying workpapers, including the workpaper "Conrail Lehigh Line - Highly Confidential.xlsx." Union Pacific further directs NJ TRANSIT to NS's response to this Interrogatory.

Union Pacific objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, or other applicable privilege. Union Pacific further objects to this Interrogatory to the extent it is duplicative of information already reflected in the Application, Amended Application, Supplemental Filing, and accompanying statements and workpapers and can be obtained by less burdensome means, or is already in NJ TRANSIT's possession, custody, or control. Union Pacific further objects to the request for "all assumptions" as overly broad and unduly burdensome. Union Pacific further objects to subpart (b) to the extent it purports that alternative methodologies "considered" would require the disclosure of draft or preliminary materials that were not ultimately relied upon. Union Pacific further objects to this Interrogatory to the extent it would require Union Pacific to create a new analysis, study, compilation, or dataset that does not presently exist.

INTERROGATORY NO. 4

Describe whether You used or ran any modeling simulations to analyze the capacity and fluid capacity of the Lehigh Line and the results of those simulations. In addition:

a. Describe which modeling simulation was used or run, what alternatives were considered, and why one simulation was chosen among the other alternatives.
b. Provide any data, analysis, and assumptions used in those simulations and the results produced from each simulation.
c. If no simulations were used, please explain why.

Union Pacific Response

Subject to and without waiving the below objections and its General Objections, Union Pacific responds that after conducting a reasonable search, it has not identified any responsive and nonprivileged modeling simulation conducted by Union Pacific to analyze Lehigh Line capacity. Union Pacific further directs NJ TRANSIT to NS's response to this Interrogatory.

Union Pacific objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, or other applicable privilege, including the work of consultants retained by counsel. Union Pacific further objects to this Interrogatory to the extent it is duplicative of information already reflected in the Application, Amended Application, Supplemental Filing, and accompanying statements and workpapers and can be obtained by less burdensome means. Union Pacific further objects to subpart (a) to the extent it purports that alternatives "considered" would require the disclosure of draft or preliminary materials that were not ultimately relied upon. Union Pacific specifically objects to the terms "data," "analysis," and "assumptions" as vague and ambiguous. Union Pacific further objects to this Interrogatory to the extent

it seeks data not maintained by Union Pacific in the ordinary course in the form requested and would require Union Pacific to create a new analysis, study, compilation, or dataset that does not presently exist.

INTERROGATORY NO. 5

Explain why You used the total number of road trains rather than the number of total trains in Your analysis of the Lehigh Line (see column AQ of the "MultiRail Growth Scenario" tab under the "Conrail Lehigh Line - Highly Confidential.xlsx" workpaper).

a. Explain why two local short haul trains (trains K76 West and K76 East, which run from Croxton, NJ to Allentown Yard, PA and back) were excluded from the number of trains used in Your analysis.
b. What would the impact to the Lehigh Line's capacity and fluid capacity be when adding in both local short haul trains (K76) to Your analysis?

Union Pacific Response

Subject to and without waiving the below objections and its General Objections, Union Pacific directs NJ TRANSIT to NS's response to this Interrogatory.

Union Pacific objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, or other applicable privilege. Union Pacific further objects to this Interrogatory to the extent it is duplicative of information already reflected in the Amended Application, Supplemental Filing, and accompanying workpapers and can be obtained by less burdensome means. Union Pacific further objects to this Interrogatory as overly broad and unduly burdensome to the extent it asks Union Pacific to respond on behalf of NS regarding NS local train operations that are not within Union Pacific's possession, custody, or control. Union Pacific further objects to subpart (b)

because it poses a hypothetical question that would require Union Pacific to create a new analysis, study, compilation, or dataset that does not presently exist.

INTERROGATORY NO. 6

Explain how the breakdown of trains in the "Base Plan" reconciles with the Symbol List provided by NS, when the Base Plan averages 16.86 trains per day (consisting of 0.36 Conrail trains, 1.5 bulk trains, 13 road trains, and 2 local trains), and the NS Symbol List does not identify any Conrail or bulk trains but classifies all symbols as road trains, and only after manually adding in the 2 local trains does this list add to an average of 16.86.

Union Pacific Response

Subject to and without waiving the below objections and its General Objections, Union Pacific directs NJ TRANSIT to NS's response to this Interrogatory, as Union Pacific does not own or operate the Lehigh Line.

Union Pacific objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, or other applicable privilege. Union Pacific further objects to this Interrogatory to the extent it is duplicative of information already reflected in the Application, Amended Application, Supplemental Filing, and accompanying workpapers and can be obtained by less burdensome means. Union Pacific further objects to this Interrogatory as overly broad and unduly burdensome to the extent it asks Union Pacific to respond on behalf of NS.

INTERROGATORY NO. 7

Explain whether Kristof Zetenyi examined the NJ TRANSIT operations, including its Raritan Valley Line operations, on the Lehigh Line and, if so, where in the Verified Statement of Kristof Zetenyi is this analysis reflected?

Union Pacific Response

Subject to and without waiving the below objections and its General Objections, Union Pacific responds with its understanding that consistent with his testimony during his deposition, Dr. Zetenyi did not examine NJ TRANSIT operations on the Lehigh Line. *See* Zetenyi Tr. at 24:21-24 and 25:1-9.

Union Pacific objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, or other applicable privilege. Union Pacific further objects to this Interrogatory to the extent it can be obtained by less burdensome means and is duplicative of information already contained in the deposition transcript and verified statement of Dr. Zetenyi.

INTERROGATORY NO. 8

The Supplemental Filing (page 374/pdf page 379) states that VRE was the only commuter operator on NS lines selected for the Capacity Utilization analysis. Explain why other commuter operators were not considered for the Capacity Utilization analysis.

Union Pacific Response

Subject to and without waiving the below objections and its General Objections, Union Pacific directs NJ TRANSIT to the Supplemental Filing at Supp. Pages 171–172 and to the workpaper "PR-3 STB Supplemental.xlsx,"

Tabs "UP Line of Road," "NS Line-of-Road," and "Summary." Union Pacific further directs NJ TRANSIT to NS's response to this Interrogatory.

Union Pacific objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, or other applicable privilege. Union Pacific further objects to this Interrogatory to the extent it is duplicative of information already reflected in the Supplemental Filing and accompanying statements and workpapers and can be obtained by less burdensome means. Union Pacific further objects to the extent the Interrogatory purports that operators "considered" would require the disclosure of draft or preliminary materials that were not ultimately relied upon.

INTERROGATORY NO. 9

Did Your calculations of fluid capacity of the NJ TRANSIT Lines include and account for the anticipated length of (1) freight trains and (2) demands of Peak Hour Travel on NJ TRANSIT operations specifically. If so, how?

Union Pacific Response

Subject to and without waiving the below objections and its General Objections, Union Pacific directs NJ TRANSIT to NS's response to this Interrogatory, as Union Pacific does not own or operate the Lehigh Line.

Union Pacific objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, or other applicable privilege. Union Pacific further objects to this Interrogatory to the extent it is duplicative of information already reflected in the Supplemental Filing and accompanying

workpapers and can be obtained by less burdensome means. Union Pacific further objects to this Interrogatory to the extent it would require Union Pacific to create a new analysis, study, compilation, or dataset that does not presently exist.

INTERROGATORY NO. 10

Explain why You used the average number of NJ TRANSIT trains per day on the Lehigh Line in the Workpaper "Conrail Lehigh Line - Highly Confidential," rather than the average number of NJ TRANSIT trains per day on the Lehigh Line every weekday as shown in the non-holiday weekday timetables on the "NJT Raritan Valley Line Trains" tab of the same Workpaper.

a. How does using the number of NJ TRANSIT trains per average non-holiday weekday, rather than per average day, change the analysis in "Conrail Lehigh Line - Highly Confidential," and your response to the Board's request PR-2?

Union Pacific Response

Subject to and without waiving the below objections and its General Objections, Union Pacific directs NJ TRANSIT to NS's response to this Interrogatory, as Union Pacific does not own or operate the Lehigh Line.

Union Pacific objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, or other applicable privilege. Union Pacific further objects to this Interrogatory to the extent it is duplicative of information already reflected in the Supplemental Filing, Applicants' response to the Board's request PR-2, and accompanying workpapers, and can be obtained by less burdensome means. Union Pacific further objects to subpart (a) because it poses a hypothetical question that would require Union Pacific to perform a new analysis or study that does not presently exist.

INTERROGATORY NO. 11

Explain whether Your capacity and fluid capacity projections for the Lehigh Line account for limitations on rail capacity resulting from the rail junction at the eastern end of the Lehigh Line, the Northeast Corridor, and facilities in the North Jersey Terminal.

a. If Your capacity projections do not account for these limitations, please explain the justification for not accounting for such limits.
b. Please explain how the capacity calculation for the Lehigh Line was adjusted to account for the impacts of Conrail's local freight service in the territory, particularly the local freight that works at Parkview, South Side, and Hillside as well as the train serving customers just west of CP Aldene.
c. Please explain how the capacity calculation for the Lehigh Line was adjusted to account for the impacts of yard trains at Oak Island taking headroom onto the main tracks at CP Newark.

Union Pacific Response

Subject to and without waiving the below objections and its General Objections, Union Pacific directs NJ TRANSIT to NS's response to this Interrogatory, as Union Pacific does not own or operate the Lehigh Line.

Union Pacific objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, or other applicable privilege. Union Pacific further objects to this Interrogatory to the extent it is duplicative of information already reflected in the Supplemental Filing and accompanying statements and workpapers and can be obtained by less burdensome means. Union Pacific specifically objects to the term "limitations on rail capacity" as vague and ambiguous. Union Pacific further objects to this Interrogatory as overly broad and unduly burdensome to the extent it asks Union Pacific to respond on behalf of NS and seeks information that is not in Union Pacific's possession, custody, or control. Union Pacific further objects to this

Interrogatory to the extent it would require Union Pacific to create a new analysis, study, compilation, or dataset that does not presently exist.

INTERROGATORY NO. 12

For Croxton:

a. What were Croxton's 2025 lift volumes and associated train length?
b. What are the projected year over year growth volumes and lengths at Croxton?
c. What is the projected mix and length of inbound vs. outbound traffic to Croxton?
d. Provide the inputs to any and all equations supporting the calculation of Croxton's terminal fluid capacity.

Union Pacific Response

Subject to and without waiving the below objections and its General Objections, Union Pacific refers NJ TRANSIT to NS's response to this Interrogatory, as Union Pacific does not own or operate Croxton. Union Pacific further directs NJ TRANSIT to the Amended Application workpapers "C-Terminal and Corridor Density T1 vFinal.xlsx," "C-Terminal and Corridor Density T2 vFinal.xlsx," and "C-Terminal and Corridor Density T3 vFinal.xlsx," which reflect projected terminal volumes, including for Croxton. Inbound and outbound traffic may be identified using the "originations per year" and "terminations per year" fields in the "Yard Report" tab of each workpaper. Union Pacific further directs NJ TRANSIT to its Updated Master Table of Rail Line Segments provided to the STB Office of Environmental Analysis on September 9, 2026, which provides information regarding trains per day for rail segments near Croxton, as well as the response to STB Office of Environmental Analysis information request No. 4, regarding Intermodal &

Auto Ramps, filed on September 25, 2026, both of which are available on the STB docket.

Union Pacific objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, or other applicable privilege. Union Pacific further objects to this Interrogatory to the extent it is duplicative of information already reflected in the Application, Amended Application, Supplemental Filing, and accompanying statements and workpapers and can be obtained by less burdensome means. Union Pacific further objects to this Interrogatory as overly broad and unduly burdensome to the extent it asks Union Pacific to respond on behalf of NS and seeks information concerning Croxton that is not in Union Pacific's possession, custody, or control, as Union Pacific does not own or operate Croxton. Union Pacific further objects to this Interrogatory to the extent it would require Union Pacific to create a new analysis, study, compilation, or dataset that does not presently exist.

INTERROGATORY NO. 13

What is the specific operational plan for serving the E-Rail Terminal?

Union Pacific Response

Subject to and without waiving the below objections and its General Objections, Union Pacific responds that Applicants anticipate that traffic may be transported to and from E-Rail via a set-out off an eastbound train destined to Croxton once per day and a pick-up off a westbound train destined to

Southern California once per day, or a local that brings traffic back to Elizabeth Marine/Port Newark terminal for a departing train.

Union Pacific objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, or other applicable privilege. Union Pacific further objects to this Interrogatory to the extent it is duplicative of information already reflected in the Application, Amended Application, and accompanying statements and workpapers and can be obtained by less burdensome means. Union Pacific further objects to this Interrogatory as overly broad and unduly burdensome to the extent it asks Union Pacific to respond on behalf of NS and seeks information concerning the E-Rail Terminal that is not in Union Pacific's possession, custody, or control. Union Pacific further objects to this Interrogatory as calling for speculation to the extent it seeks operational details that have not been finalized and that remain subject to the Board's approval of the Transaction. Union Pacific specifically objects to the term "specific operational plan" as vague and ambiguous.

INTERROGATORY NO. 14

What are NS's planned capital improvements or investments in the E-Rail Terminal? At or around Croxton? The North Jersey Terminal? What is the timeline for these capital improvements or investments?

Union Pacific Response

Subject to and without waiving the below objections and its General Objections, Union Pacific directs NJ TRANSIT to the Verified Statement of Eric Gehringer and John Orr, Amended App. at 145, regarding E-Rail

Terminal. Specifically, as the Verified Statement states, "while UP/NS will undertake necessary terminal maintenance and crane procurement to restart operations, Applicants do not anticipate that the combined railroad will make additional capital investments in E-Rail" because the existing infrastructure has sufficient capacity to meet projected post-merger demands. Union Pacific further responds that based on a reasonable search, it has not identified incremental merger capital plans contemplated for the Conrail properties identified in North Jersey.

Union Pacific objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, or other applicable privilege. Union Pacific further objects to this Interrogatory to the extent it is duplicative of information already reflected in the Application, Amended Application, and accompanying statements and workpapers and can be obtained by less burdensome means. Union Pacific further objects to this Interrogatory as overly broad and unduly burdensome because it expressly seeks information regarding NS's capital plans that is not in Union Pacific's possession, custody, or control. Union Pacific further objects to this Interrogatory as calling for speculation to the extent it seeks capital plans and timelines that have not been finalized and that remain subject to the Board's approval of the Transaction. Union Pacific further objects to this Interrogatory to the extent it

seeks commercially and competitively sensitive or long-term corporate strategy information.

INTERROGATORY NO. 15

What are NS's operational train limits for inbound and outbound traffic to and from Croxton for both tonnage and length? In addition:

a. Describe how those limits change from season to season, and particularly in cold weather.
b. Describe how are You accounting for those seasonal changes in Your operational plan for Croxton and Your analysis of fluid capacity at or around Croxton?
c. If you have not factored in the changes for NS's operational limits, explain why.

Union Pacific Response

Subject to and without waiving the below objections and its General Objections, Union Pacific refers NJ TRANSIT to NS's response to this Interrogatory, as this Interrogatory seeks information regarding NS's operational train limits at Croxton, a facility Union Pacific does not own or operate. Union Pacific further responds that line segments and terminals can operate above capacity limits for shorter durations (including seasonal fluctuations) so long as sustained demand does not exceed capacity limits.

Union Pacific objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, or other applicable privilege. Union Pacific further objects to this Interrogatory as overly broad and unduly burdensome because it expressly seeks information regarding NS's operational limits at Croxton that is not in Union Pacific's possession, custody, or control. Union Pacific further objects to this Interrogatory to the extent it is duplicative

of information already reflected in the Application, Amended Application, Supplemental Filing, and accompanying statements and workpapers and can be obtained by less burdensome means. Union Pacific further objects to this Interrogatory to the extent it would require Union Pacific to create a new analysis, study, compilation, or dataset that does not presently exist.

INTERROGATORY NO. 16

What contingencies and resiliency plans are or were:

a. considered to maintain fluidity at or around Croxton, Conrail's main lines (including the Lehigh Line), and the North Jersey Terminal to ensure NJ TRANSIT's rail operations remain fluid and are not impacted?
b. will be implemented to maintain fluidity at or around Croxton, Conrail's main lines (including the Lehigh Line), and the North Jersey Terminal to ensure NJ TRANSIT's rail operations remain fluid and are not impacted?

Union Pacific Response

Subject to and without waiving the below objections and its General Objections, Union Pacific directs NJ TRANSIT to Part IX of the Service Assurance Plan, "Contingency Plans for Merger-Related Service Disruptions," Amended Application, Vol. 2 at 1003–35, and Appendix A thereto, which describe Applicants' contingency planning for the combined railroad, including risk assessment, maintenance of buffer capacity for main lines, terminals, crews, locomotives, and rail cars, monitoring to detect potential service disruptions, developing and executing response actions, and communicating with stakeholders. Union Pacific further directs NJ TRANSIT to the Supplemental Filing at Supp. Pages 161–164, which explains that the Lehigh Line has sufficient capacity to support the projected freight increase while maintaining current passenger service levels.

Union Pacific objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, or other applicable privilege. Union Pacific further objects to this Interrogatory to the extent it is duplicative of information already reflected in the Application, Amended Application, Supplemental Filing, and accompanying workpapers and can be obtained by less burdensome means. Union Pacific further objects to this Interrogatory as overly broad and unduly burdensome to the extent it asks Union Pacific to respond on behalf of NS and seeks information that is not in Union Pacific's possession, custody, or control. Union Pacific specifically objects to the terms "contingencies," "resiliency plans," and "fluidity" as vague and ambiguous. Union Pacific further objects to subpart (a) to the extent it purports that plans "considered" would require the disclosure of draft or preliminary materials that were not adopted. Union Pacific further objects to subpart (b) as calling for speculation to the extent it seeks plans that have not been finalized and that remain subject to the Board's approval of the Transaction.

INTERROGATORY NO. 17

Explain the impacts projected to the Lehigh Line and on NJ TRANSIT capacity and fluid capacity due to increased traffic in the North Jersey Terminal area, including on lines in the Newark, New Jersey area that intersect or feed into the Lehigh Line.

Union Pacific Response

Subject to and without waiving the below objections and its General Objections, Union Pacific directs NJ TRANSIT to the Supplemental Filing at

Supp. Pages 161–164, regarding the passenger rail impact analysis for the Lehigh Line, and accompanying workpapers.

Union Pacific objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, or other applicable privilege. Union Pacific further objects to this Interrogatory to the extent it is duplicative of information already reflected in the Supplemental Filing and accompanying statements and workpapers and can be obtained by less burdensome means. Union Pacific further objects to this Interrogatory as vague, ambiguous, and overly broad to the extent it seeks impacts on unspecified "lines in the Newark, New Jersey area." Union Pacific further objects to this Interrogatory to the extent it assumes increased traffic in the North Jersey Terminal area. Union Pacific further objects to this Interrogatory to the extent it would require Union Pacific to create a new analysis, study, compilation, or dataset that does not presently exist.

INTERROGATORY NO. 18

Explain:

a. whether the dispatching protocols for CSAO dispatchers in the North Jersey Terminal area that dispatch trains on, exit from, or enter onto NJ TRANSIT Lines prevent freight train interference with NJ TRANSIT operations; and
b. how the dispatching protocols for CSAO dispatchers in the North Jersey Terminal area that dispatch trains on, exit from, or enter onto NJ TRANSIT Lines prevent freight train interference with NJ TRANSIT operations.

Union Pacific Response

Subject to and without waiving the below objections and its General Objections, Union Pacific refers NJ TRANSIT to NS's response to this

Interrogatory, as Union Pacific does not own, operate, or dispatch the North Jersey Terminal.

Union Pacific objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, or other applicable privilege. Union Pacific further objects to the term "NJ TRANSIT Lines" as overly broad to the extent it encompasses rail lines that are not affected by the Transaction, and to the term "interference" as vague and ambiguous. Union Pacific further objects to this Interrogatory as overly broad and unduly burdensome to the extent it asks Union Pacific to respond on behalf of NS and seeks information that is not in Union Pacific's possession, custody, or control.

INTERROGATORY NO. 19

If the dispatching protocols prevent interference, explain how the dispatching protocols for CSAO dispatchers in the North Jersey Terminal Area that dispatch trains on, exit from, or enter onto NJ TRANSIT Lines prevent freight train interference with NJ TRANSIT operations.

Union Pacific Response

Subject to and without waiving the below objections and its General Objections, Union Pacific refers NJ TRANSIT to its response to Interrogatory No. 18.

Union Pacific incorporates its objections to Interrogatory No. 18. Union Pacific further objects to this Interrogatory as unreasonably cumulative and duplicative of Interrogatory No. 18(b).

INTERROGATORY NO. 20

Describe the resiliency planning You have undertaken with respect to the Lehigh Line and the plans You have in place to minimize disruption to passenger operations on the Lehigh Line in the event of bad weather, deviations from freight schedules, or other routine disruptions.

Union Pacific Response

Subject to and without waiving the below objections and its General Objections, Union Pacific directs NJ TRANSIT to Part IX of the Service Assurance Plan, "Contingency Plans for Merger-Related Service Disruptions," Amended Application, Vol. 2 at 1003–35, and Appendix A thereto, which describe the combined railroad's contingency plans and problem resolution procedures. Union Pacific further directs NJ TRANSIT to the Supplemental Filing at Supp. Pages 161–164 regarding capacity on the Lehigh Line.

Union Pacific objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, or other applicable privilege. Union Pacific further objects to this Interrogatory to the extent it is duplicative of information already reflected in the Application, Amended Application, Supplemental Filing, and accompanying statements and workpapers and can be obtained by less burdensome means. Union Pacific further objects to this Interrogatory as overly broad and unduly burdensome to the extent it asks Union Pacific to respond on behalf of NS regarding the Lehigh Line, which Union Pacific does not own or operate. Union Pacific specifically objects to the terms "resiliency planning" and "routine disruptions" as vague and ambiguous.

Union Pacific further objects to this Interrogatory as calling for speculation to the extent it seeks plans that have not been finalized and that remain subject to the Board's approval of the Transaction.

GENERAL OBJECTIONS

Union Pacific's General Objections, as set forth herein, are to be considered objections to each of the specific Discovery Requests (including subparts) above. These general objections are not exhaustive and, where appropriate, Union Pacific will also state specific objections. Union Pacific's objections shall not waive, limit, or prejudice any objections that it may later assert.

1. In providing these responses, Union Pacific reserves all objections as to competency, relevancy, materiality, authenticity, and admissibility of the use of any information requested in NJ TRANSIT's Requests and in any responses or productions Union Pacific may provide thereto, in any subsequent proceeding, or further proceedings in this matter. To the extent that Union Pacific provides responsive information or documents, Union Pacific does not concede that such information is relevant, material, or admissible into evidence, and any such production is not intended to waive any of Union Pacific's objections to any of NJ TRANSIT's Requests.

2. Union Pacific objects to each and every Discovery Request as unduly burdensome, to the extent it seeks discovery of information, documents, or communications that are available or accessible to NJ TRANSIT as an interested party through the application and accompanying workpapers submitted in this proceeding.

3. Union Pacific objects to each and every Discovery Request and to each Definition, Instruction, and Request contained therein to the extent they purport to impose upon Union Pacific burdens or duties that are greater than, or otherwise conflict with, the requirements or the permissible scope of discovery under 49 C.F.R. Part 1114, Subpart B, or under other Surface Transportation Board rules or precedents or are not proportional to the needs of the above-captioned proceeding and impose an undue burden on Union Pacific.

4. Union Pacific objects to each and every Discovery Request requesting that Union Pacific produce "all" responsive documents, communications, or information as unduly burdensome to the extent it requests that Union Pacific engage in an unreasonably broad collection and review in order to identify each and every document that may possibly be responsive. For those Requests to which it is obliged to respond, Union Pacific will produce such responsive documents or information as it is able to locate or identify in a reasonable search and which are not otherwise subject to an applicable privilege or other protection.

5. Union Pacific objects to the Discovery Requests and to each Definition, Instruction, and Request contained therein to the extent they seek the production of documents prepared in connection with, or information relating to, possible settlement or mediation of this or any other proceeding, in whole or in part.

6. Union Pacific objects to each and every Discovery Request and to each Definition, Instruction, and Request contained therein that request information, documents, or communications that are: (a) already in the possession of NJ

TRANSIT; (b) publicly available or otherwise readily available or accessible to NJ TRANSIT from other sources; (c) unreasonably cumulative or duplicative of documents already in NJ TRANSIT's possession, custody, or control; or (d) otherwise obtainable in a more convenient, less burdensome, or less expensive manner than from Union Pacific.

7. Union Pacific objects to each and every Discovery Request and to each Definition, Instruction, and Request contained therein as unduly burdensome to the extent they seek production from the files of all current and former Union Pacific employees, including those who are not reasonably likely to possess non-duplicative relevant documents. Unless specifically stated otherwise, by stating that it will produce documents responsive to these Requests, Union Pacific represents that it will produce documents from files most likely to contain materials responsive to the Request without undue burden.

8. Union Pacific objects to each and every Discovery Request and to each Definition, Instruction, and Request contained therein as unduly burdensome to the extent they purport to require Union Pacific to conduct a special study or to undertake anything more than a reasonable search for responsive information. In responding to NJ TRANSIT's Requests, Union Pacific will conduct a reasonable search of those accessible files in its possession in which information responsive to NJ TRANSIT's Requests, as limited by Union Pacific's Objections, is likely to be located.

9. Union Pacific objects to each and every Discovery Request and to each Definition, Instruction, and Request contained therein to the extent they purport to

prohibit Union Pacific from redacting information that might reveal Union Pacific's commercially sensitive or long-term corporate strategies and is not relevant to this proceeding. Union Pacific will redact any such information, and reserves the right to redact any non-responsive information, from otherwise responsive documents produced to NJ TRANSIT.

10. Union Pacific objects to each and every Discovery Request to the extent it seeks documents, data, or information concerning facilities or rail lines owned or operated or used by NS or CSAO, including Croxton, the E-Rail Terminal, the Lehigh Line, and the North Jersey Terminal. Union Pacific does not own or operate those facilities or rail lines. Accordingly, Union Pacific does not have possession, custody, or control of documents regarding daily operations, dispatching, equipment, train limits, capital plans, or other operational details of those facilities or rail lines.

11. Union Pacific objects to the production of, and is not producing, documents or information subject to any attorney-client privilege, work-product doctrine, or other applicable privilege or protection. Union Pacific reserves the right to redact privileged information from materials that it produces in response to the Requests. Any production of privileged documents or information is inadvertent and should not be deemed as a waiver of any privilege. Union Pacific reserves all rights under applicable law, including the Protective Order entered in this case, to demand or require the return of all copies thereof and non-use by NJ TRANSIT or by any other person or entity in this or any other proceeding. Pursuant to Decision No. 34 on August 27, 2026, styled the Order Regarding Clawback Procedures, Union Pacific

reserves the right to require that such inadvertently produced privileged information be returned to it and that all copies in NJ TRANSIT's possession, and that of its counsel, consultants, subsidiaries, or other agents, be destroyed.

12. Union Pacific objects to the production of documents that constitute or disclose confidential, proprietary, or commercially or competitively sensitive information. Union Pacific will produce such information, if not otherwise objectionable, designated "Confidential" or "Highly Confidential," subject to the terms of the Protective Order entered in this case. Union Pacific reserves the right to seek additional protections as needed.

13. Consistent with the baseline confidentiality protections of the STB's Protective Order, documents and information produced by Union Pacific in this proceeding shall be maintained in a distinct database, separate from any other documents, including those produced by Union Pacific or any other party in a separate proceeding. NJ TRANSIT may not co-mingle Confidential or Highly Confidential information received in discovery in this proceeding with materials from any other litigation or matter, and may not submit any of the information received in discovery to any open generative artificial intelligence ("AI") tool (e.g., ChatGPT) or any substantially similar tool that is available to the public.

14. Union Pacific objects to each and every Discovery Request and to each Definition, Instruction, and Request contained therein to the extent they seek or may result in the use, disclosure, or dissemination of any confidential, proprietary, or commercially or competitively sensitive information produced in response to the

Discovery Requests for the purpose of training, fine-tuning, evaluating, or otherwise interacting with artificial intelligence (AI) models or systems in a manner that violates the terms of the Protective Order entered in this case. This objection includes, but is not limited to, any use of such materials in connection with large language models (LLMs), machine learning algorithms, or generative AI tools, regardless of whether such use is direct or indirect, manual or automated, or anonymized or de-identified. Union Pacific does not consent to the use of any of its discovery materials for purposes unrelated to this proceeding, including but not limited to AI training.

15. Union Pacific's Responses and Objections are based upon information presently known to it. Union Pacific reserves the right to rely upon facts, documents, or other evidence that may develop or that may subsequently come to its attention; to assert additional objections; and to supplement or amend these responses at any time as this proceeding continues.

16. Union Pacific objects to NJ TRANSIT's Definition No. 3, which defines "Applicants" or "You" or "Your" to mean Union Pacific Railroad Company, Union Pacific Corporation, Norfolk Southern Corporation, and Norfolk Southern Railway Company and "their consultants, contractors, or subcontractors," as overly broad and unduly burdensome to the extent it asks Union Pacific to respond to requests on behalf of NS or third parties and seeks information that is not in Union Pacific's possession, custody, or control. Union Pacific responds to these Requests on its own behalf only.

17. Union Pacific objects to NJ TRANSIT's Definition No. 11 of "NJ TRANSIT Lines" as overly broad, unduly burdensome, and not proportional to the needs of this proceeding to the extent it encompasses "all rail lines on which NJ TRANSIT operates passenger rail service," including lines that were not analyzed in the Application and are not affected by the Transaction.

18. Union Pacific objects to NJ TRANSIT's Definition No. 14 of "Peak Hour Travel" to the extent the Requests use different, undefined terms, including "Peak Travel Hours" and "Peak Travel Time." Union Pacific will interpret those terms to have the same meaning as "Peak Hour Travel."

19. Union Pacific objects to the extent NJ TRANSIT's Instructions seek to impose obligations that are overly broad, unduly burdensome, beyond the requirements of 49 C.F.R. Part 1114, or otherwise inconsistent with the Discovery Guidelines or other applicable rules. Union Pacific will produce documents and data in the manner specified in the Instructions to the extent reasonably practicable and consistent with Union Pacific's established production practices in this proceeding.

20. Union Pacific objects to the extent NJ TRANSIT's Instructions require production by expedited delivery or in a manner inconsistent with the Discovery Guidelines, the Protective Order, or the parties' established production practices in this proceeding. Union Pacific will make any production through the agreed electronic repository or other agreed electronic production method.

21. Union Pacific objects to NJ TRANSIT's Instruction No. 4 to the extent it purports to require Union Pacific to furnish information "even if the information is in the possession of third parties," including NS and CSAO, that is not within Union Pacific's possession, custody, or control, and to the extent it purports to require Union Pacific to state the position of third parties regarding the Interrogatories. Union Pacific will respond based on information within its possession, custody, or control.

22. Union Pacific objects to NJ TRANSIT's Instruction No. 5 to the extent it purports to require Union Pacific to answer an Interrogatory that is vague or ambiguous without objection. Where Union Pacific identifies ambiguous language, it will state its objection and, where practicable, the reasonable interpretation it has adopted in responding.

23. Union Pacific objects to NJ TRANSIT's Instruction No. 6 to the extent it purports to require Union Pacific to generate new estimates or approximations, or to conduct a special study, where precise data are not maintained by Union Pacific in the ordinary course of business.

Respectfully submitted,

/s/ Laura Flahive Wu

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October 19, 2026

CERTIFICATE OF SERVICE

I hereby certify that on this 19th day of October 2026, the foregoing document was served by first-class mail or email on all parties of record in this proceeding.

/s/ Charlotte Krovoza

Exhibit 10

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB FINANCE DOCKET NO. 36873

UNION PACIFIC CORPORATION, ET AL.
—CONTROL—
NORFOLK SOUTHERN CORPORATION, ET AL.

NS'S RESPONSES AND OBJECTIONS TO THE FIRST SET OF INTERROGATORIES AND SECOND SET OF REQUESTS FOR PRODUCTION BY NEW JERSEY TRANSIT CORPORATION

Pursuant to 49 C.F.R. Part 1114 and other applicable rules and authority, Norfolk Southern Corporation and Norfolk Southern Railway Company (together, "Norfolk Southern" or "NS"), through undersigned counsel, respond as follows to the First Set of Interrogatories and Second Set of Requests for Production by New Jersey Transit Corporation ("NJ TRANSIT"). NS's responses and objections to the Requests are based on NS's present knowledge, information, and belief. NS reserves the right to supplement or amend these Responses and Objections at any time as circumstances may require.

GENERAL RESPONSES AND OBJECTIONS

NS incorporates by reference the General Responses and Objections contained in NS's Responses and Objections to the First Requests by New Jersey Transit Corporation for Production of Documents. Those General Responses and Objections are to be considered objections to each of the specific discovery requests that follow. NS asserts the following additional General Objection:

1. NS objects to NJ TRANSIT's Instruction No. 4 to the extent it is overly broad, unduly burdensome, and seeks to impose obligations broader than those imposed by 49 C.F.R. Part 1114. NS specifically objects to this Instruction to the extent it requires NS to respond on behalf of third parties, including Union Pacific, or to furnish information that is not in NS's possession, custody, or control.

SPECIFIC RESPONSES AND OBJECTIONS

In addition to its General Objections (which apply in full to each and every Request without further enumeration), NS sets forth Specific Objections and Responses to each Interrogatory or Request for Production below. NS preserves all of its General Objections as incorporated above, and none of the following Specific Objections shall waive its General Objections. Nor shall any of NS's Specific Objections limit the scope, breadth, generality, or applicability of those General Objections.

REQUEST NO. 1

Identify and produce the following data used in Your analysis of the Lehigh Line:

a. "Conrail track chart and timetable resources," described at Supp. Page 162.
b. "data for NS's own overhead trains and Conrail trains that interchange with NS," described at Supp. Page 163. The data provided should isolate those trains used in the Applicants' Lehigh Line analysis.
c. "daily train count data from Conrail AEI readers located at Middlesex, New Jersey," described at Supp. Page 163 and the identity of the operator for each movement.

Response:

NS objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of this proceeding. NS objects to this Request to the extent it seeks materials protected from disclosure by the attorney-client privilege,

attorney work product doctrine, common interest privilege, or other applicable privilege. NS further objects to this Request to the extent it seeks information that is cumulative or duplicative, already in NJ TRANSIT's possession, custody, or control, or that is obtainable from publicly available sources, such as the application in this proceeding ("Amended Application") or from another source that is more convenient, less burdensome, or less expensive. NS further objects to the Request as overly broad and unduly burdensome to the extent it requests information that is not in NS's possession, custody or control.

Subject to and without waiving these objections or the General Objections, NS directs NJ TRANSIT to Applicants' Supplement (Applicants' Second Response to Decision No. 21) submitted on July 27, 2026 and the workpaper named "Conrail Lehigh Line – Highly Confidential." In addition, NS will conduct a reasonable search and produce nonprivileged documents responsive to this Request, to the extent such documents exist, are in NS's possession, can be collected and produced without undue burden, and have not already been produced. NS further states that it is willing to meet and confer to discuss the response to this Request.

REQUEST NO. 2

Produce timetables, schedules, or statements identifying the days and times when You intend to operate freight trains on the Lehigh Line if the Transaction is approved. In addition:

a. Identify the number of each unit, intermodal, automotive, or general merchandise train
b. Include and identify the number of trains and length of each such freight train You intend to operate during Peak Travel Hours on the Lehigh Line.

Response:

NS objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of this proceeding. NS objects to this Request to the extent it seeks materials protected from disclosure by the attorney-client privilege, attorney work product doctrine, common interest privilege, or other applicable privilege. NS further objects to this Request to the extent it seeks information that is cumulative or duplicative, already in NJ TRANSIT's possession, custody, or control, or that is obtainable from publicly available sources, such as the application in this proceeding ("Amended Application") or from another source that is more convenient, less burdensome, or less expensive. NS further objects to the Request as overly broad and unduly burdensome to the extent it asks NS to respond on behalf of Union Pacific and requests information that is not in NS's possession, custody or control.

Subject to and without waiving these objections or the General Objections, NS directs NJ TRANSIT to Union Pacific's response to this Request.

REQUEST NO. 3

Explain the methodology, including all assumptions used: (1) in calculating both the capacity and fluid capacity of the Lehigh Line in the Base and Growth Plans, (2) to determine the impact of the additional trains projected in the Growth Plan on the Lehigh Line, and (3) to support Your assertion that that the Lehigh Line has sufficient fluid capacity to support both current passenger and projected freight operations. In addition:

a. Describe whether the methodology factored in fluid capacity on the Lehigh Line during Peak Travel Time and, if not, why.
b. Explain which alternative methodologies were considered for the analysis identified in interrogatory #3 and why one methodology was chosen among the other alternatives.

Response:

NS objects to this Request because it is overly broad, unduly burdensome, disproportionate to the needs of this proceeding, and not reasonably calculated to lead to the discovery of relevant, admissible evidence that could aid NJ TRANSIT in preparing its filings in this proceeding. NS objects to this Request to the extent it seeks materials protected from disclosure by the attorney-client privilege, attorney work product doctrine, common interest privilege, or other applicable privilege. NS further objects to the Request as overly broad and unduly burdensome to the extent it asks NS to respond on behalf of Union Pacific and requests information that is not in NS's possession, custody or control. NS further objects to this Request to the extent it seeks information that is cumulative or duplicative, already in NJ TRANSIT's possession, custody, or control, or that is obtainable from publicly available sources, such as the application in this proceeding ("Amended Application") or from another source that is more convenient, less burdensome, or less expensive.

Subject to and without waiving these objections or the General Objections, NS directs NJ TRANSIT to Applicants' Supplement (Applicants' Second Response to Decision No. 21) submitted on July 27, 2026 and the workpaper named "Conrail Lehigh Line – Highly Confidential." NS further states that it is willing to meet and confer to discuss the response to this Request.

REQUEST NO. 4

Describe whether You used or ran any modeling simulations to analyze the capacity and fluid capacity of the Lehigh Line and the results of those simulations. In addition:

a. Describe which modeling simulation was used or run, what alternatives were considered, and why one simulation was chosen among the other alternatives.
b. Provide any data, analysis, and assumptions used in those simulations and the results produced from each simulation.
c. If no simulations were used, please explain why.

Response:

NS objects to this Request because it is overly broad, unduly burdensome, vague, and disproportionate to the needs of this proceeding, including to the extent it seeks documents or information that are not within NS's possession, custody, or control. NS further objects to this Request to the extent it seeks documents or information that are publicly available, already contained in the Amended Application, or reflected in the accompanying workpapers.

Subject to and without waiving these objections or the General Objections, NS directs NJ TRANSIT to the information provided in the Amended Application and accompanying workpapers filed with the Surface Transportation Board in this proceeding on April 30, 2026. NS further directs NJ TRANSIT to Applicants'

Supplement (Applicants' Second Response to Decision No. 21) submitted on July 27, 2026 and the workpaper named "Conrail Lehigh Line – Highly Confidential." NS further states that it did not run Rail Traffic Controller or any other modeling simulation on the Lehigh Line. NS further directs NJ Transit to Union Pacific's response to this Request.

REQUEST NO. 5

Explain why You used the total number of road trains rather than the number of total trains in Your analysis of the Lehigh Line (see column AQ of the "MultiRail Growth Scenario" tab under the "Conrail Lehigh Line - Highly Confidential.xlsx" workpaper).

a. Explain why two local short haul trains (trains K76 West and K76 East, which run from Croxton, NJ to Allentown Yard, PA and back) were excluded from the number of trains used in Your analysis.
b. What would the impact to the Lehigh Line's capacity and fluid capacity be when adding in both local short haul trains (K76) to Your analysis?

Response:

NS objects to this Request because it is overly broad, unduly burdensome, vague, and disproportionate to the needs of this proceeding. NS further objects to this Request to the extent it seeks documents protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, expert work product, or other applicable privilege or protection.

Subject to and without waiving these objections or the General Objections, NS states that it is willing to meet and confer to discuss the response to this Request.

REQUEST NO. 6

Explain how the breakdown of trains in the "Base Plan" reconciles with the Symbol List provided by NS, when the Base Plan averages 16.86 trains per day (consisting of 0.36 Conrail trains, 1.5 bulk trains, 13 road trains, and 2 local trains), and the NS Symbol List does not identify any Conrail or bulk trains but classifies all symbols as road trains, and only after manually adding in the 2 local trains does this list add to an average of 16.86.

Response:

NS objects to this Request because it is overly broad, unduly burdensome, vague, and disproportionate to the needs of this proceeding. NS further objects to this Request to the extent it seeks documents protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, expert work product, or other applicable privilege or protection.

Subject to and without waiving these objections or the General Objections, NS states that it is willing to meet and confer to discuss the response to this Request.

REQUEST NO. 7

Explain whether Kristof Zetenyi examined the NJ TRANSIT operations, including its Raritan Valley Line operations, on the Lehigh Line and, if so, where in the Verified Statement of Kristof Zetenyi is this analysis reflected?

Response:

NS objects to this Request because it is overly broad, unduly burdensome, vague, and disproportionate to the needs of this proceeding. NS further objects to this Request to the extent it seeks documents protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, expert work product, or other applicable privilege or protection.

Subject to and without waiving these objections or the General Objections, NS states that, as far as it is aware, Kritof Zetenyi did not examine NJ TRANSIT operations, including its Raritan Valley Line operations, on the Lehigh Line.

REQUEST NO. 8

The Supplemental Filing (page 374/pdf page 379) states that VRE was the only commuter operator on NS lines selected for the Capacity Utilization analysis. Explain why other commuter operators were not considered for the Capacity Utilization analysis.

Response:

NS objects to this Request because it is overly broad, unduly burdensome, vague, and disproportionate to the needs of this proceeding. NS further objects to this Request to the extent it seeks documents protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, expert work product, or other applicable privilege or protection.

Subject to and without waiving these objections or the General Objections, NS states that the Capacity Utilization analysis used passenger services for which data was available. VRE is the only non-Amtrak passenger operator that uses NS-owned and -managed tracks. In NJT's case, NS and NJT operations comingle only on lines where NJT (or Conrail) controls the line and NS is a tenant.

REQUEST NO. 9

Did Your calculations of fluid capacity of the NJ TRANSIT Lines include and account for the anticipated length of (1) freight trains and (2) demands of Peak Hour Travel on NJ TRANSIT operations specifically. If so, how?

Response:

NS objects to this Request because it is overly broad, unduly burdensome, vague, and disproportionate to the needs of this proceeding. NS further objects to this Request to the extent it seeks documents protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, expert work product, or other applicable privilege or protection. NS further objects to the use of the term "Lines," when there is only one line—the Lehigh Line—at issue.

Subject to and without waiving these objections or the General Objections, NS states that it is willing to meet and confer to discuss the response to this Request.

REQUEST NO. 10

Explain why You used the average number of NJ TRANSIT trains per day on the Lehigh Line in the Workpaper "Conrail Lehigh Line - Highly Confidential," rather than the average number of NJ TRANSIT trains per day on the Lehigh Line every weekday as shown in the nonholiday weekday timetables on the "NJT Raritan Valley Line Trains" tab of the same Workpaper.

a. How does using the number of NJ TRANSIT trains per average non-holiday weekday, rather than per average day, change the analysis in "Conrail Lehigh Line - Highly Confidential," and your response to the Board's request PR-2?

Response:

NS objects to this Request because it is overly broad, unduly burdensome, vague, and disproportionate to the needs of this proceeding. NS further objects to this Request to the extent it seeks documents protected by the attorney-client

privilege, attorney work product doctrine, common interest privilege, expert work product, or other applicable privilege or protection.

Subject to and without waiving these objections or the General Objections, NS states that freight trains do not necessarily run every day. In order to produce summary metrics for use in merger analyses, NS and UP weighed the count of each freight train by how many days it runs in a week. Passenger trains received the same treatment.

REQUEST NO. 11

Explain whether Your capacity and fluid capacity projections for the Lehigh Line account for limitations on rail capacity resulting from the rail junction at the eastern end of the Lehigh Line, the Northeast Corridor, and facilities in the North Jersey Terminal.

a. If Your capacity projections do not account for these limitations, please explain the justification for not accounting for such limits.
b. Please explain how the capacity calculation for the Lehigh Line was adjusted to account for the impacts of Conrail's local freight service in the territory, particularly the local freight that works at Parkview, South Side, and Hillside as well as the train serving customers just west of CP Aldene.
c. Please explain how the capacity calculation for the Lehigh Line was adjusted to account for the impacts of yard trains at Oak Island taking headroom onto the main tracks at CP Newark.

Response:

NS objects to this Request because it is overly broad, unduly burdensome, vague, and disproportionate to the needs of this proceeding. NS further objects to this Request to the extent it seeks documents protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, expert work product, or other applicable privilege or protection.

Subject to and without waiving these objections or the General Objections, NS states that it is willing to meet and confer to discuss the response to this Request.

REQUEST NO. 12

For Croxton:

a. What were Croxton's 2025 lift volumes and associated train length?
b. What are the projected year over year growth volumes and lengths at Croxton?
c. What is the projected mix and length of inbound vs. outbound traffic to Croxton?
d. Provide the inputs to any and all equations supporting the calculation of Croxton's terminal fluid capacity.

Response:

NS objects to this Request because it is overly broad, unduly burdensome, vague, and disproportionate to the needs of this proceeding. NS objects to this Request to the extent it seeks materials protected from disclosure by the attorney-client privilege, attorney work product doctrine, common interest privilege, or other applicable privilege. NS further objects to this Request to the extent it seeks highly confidential, proprietary, commercially sensitive, shipper-specific, pricing, marketing, or strategic information. NS further directs NJ TRANSIT to Union Pacific's response to this Request.

Subject to and without waiving these objections or the General Objections, NS will conduct a reasonable search and produce nonprivileged documents responsive to this Request, to the extent such documents exist, are in NS's possession, can be collected and produced without undue burden, and have not already been produced.

REQUEST NO. 13

What is the specific operational plan for serving the E-Rail Terminal?

Response:

NS objects to this Request because it is overly broad, unduly burdensome, vague, and disproportionate to the needs of this proceeding, including to the extent the request is not tied to the impacts of the proposed transaction. NS further objects to this Request to the extent it seeks production of publicly available information or information that NJ TRANSIT could obtain through less burdensome means, including by reviewing documents that are publicly available on the Surface Transportation Board's docket and/or with which NJ TRANSIT has been served. NS further objects to this Request to the extent it seeks documents protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, expert work product, or other applicable privilege or protection.

Subject to and without waiving these objections or the General Objections, NS directs NJ TRANSIT to Union Pacific's response to this Request.

REQUEST NO. 14

What are NS's planned capital improvements or investments in the E-Rail Terminal? At or around Croxton? The North Jersey Terminal? What is the timeline for these capital improvements or investments?

Response:

NS objects to this Request because it is overly broad, unduly burdensome, vague, and disproportionate to the needs of this proceeding, including to the extent the request is not tied to the impacts of the proposed transaction. NS further objects to this Request to the extent it seeks production of publicly available information or

information that NJ TRANSIT could obtain through less burdensome means, including by reviewing documents that are publicly available on the Surface Transportation Board's docket and/or with which NJ TRANSIT has been served. NS further objects to this Request to the extent it seeks documents protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, expert work product, or other applicable privilege or protection.

Subject to and without waiving these objections or the General Objections, NS directs NJ TRANSIT to the information provided in the Amended Application and accompanying workpapers filed with the Surface Transportation Board in this proceeding on April 30, 2026. NS also directs NJ TRANSIT to Union Pacific's response to this Request.

REQUEST NO. 15

What are NS's operational train limits for inbound and outbound traffic to and from Croxton for both tonnage and length? In addition:

a. Describe how those limits change from season to season, and particularly in cold weather.
b. Describe how are You accounting for those seasonal changes in Your operational plan for Croxton and Your analysis of fluid capacity at or around Croxton?
c. If you have not factored in the changes for NS's operational limits, explain why.

Response:

NS objects to this Request because it is overly broad, unduly burdensome, vague, and disproportionate to the needs of this proceeding, including to the extent the request is not tied to the impacts of the proposed transaction. NS further objects to this Request to the extent it seeks highly confidential, proprietary, commercially sensitive, shipper-specific, pricing, marketing, or strategic

information. NS further objects to this Request to the extent it seeks documents protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, expert work product, or other applicable privilege or protection.

Subject to and without waiving these objections or the General Objections, NS states that it is willing to meet and confer to discuss the response to this Request. NS further directs NJ TRANSIT to Union Pacific's response to this Request.

REQUEST NO. 16

What contingencies and resiliency plans are or were:

a. considered to maintain fluidity at or around Croxton, Conrail's main lines (including the Lehigh Line), and the North Jersey Terminal to ensure NJ TRANSIT's rail operations remain fluid and are not impacted?
b. will be implemented to maintain fluidity at or around Croxton, Conrail's main lines (including the Lehigh Line), and the North Jersey Terminal to ensure NJ TRANSIT's rail operations remain fluid and are not impacted?

Response:

NS objects to this Request because it is overly broad, unduly burdensome, vague, and disproportionate to the needs of this proceeding, including to the extent the request is not tied to the impacts of the proposed transaction. NS further objects to the Request as overly broad and unduly burdensome to the extent it requests information that is not in NS's possession, custody or control. NS further objects to this Request to the extent it seeks documents protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, expert work product, or other applicable privilege or protection.

Subject to and without waiving these objections or the General Objections, NS directs NJ TRANSIT to the information provided in the Amended Application

and accompanying workpapers filed with the Surface Transportation Board in this proceeding on April 30, 2026 and Applicants' Supplement (Applicants' Second Response to Decision No. 21) submitted on July 27, 2026. NS also directs NJ TRANSIT to Union Pacific's response to this Request.

REQUEST NO. 17

Explain the impacts projected to the Lehigh Line and on NJ TRANSIT capacity and fluid capacity due to increased traffic in the North Jersey Terminal area, including on lines in the Newark, New Jersey area that intersect or feed into the Lehigh Line.

Response:

NS objects to this Request because it is overly broad, unduly burdensome, vague, and disproportionate to the needs of this proceeding, including to the extent the request is not tied to the impacts of the proposed transaction. NS further objects to the Request as overly broad and unduly burdensome to the extent it requests information that is not in NS's possession, custody or control. NS further objects to this Request to the extent it seeks documents protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, expert work product, or other applicable privilege or protection.

Subject to and without waiving these objections or the General Objections, NS directs NJ TRANSIT to the information provided in the Amended Application and accompanying workpapers filed with the Surface Transportation Board in this proceeding on April 30, 2026 and Applicants' Supplement (Applicants' Second Response to Decision No. 21) submitted on July 27, 2026. NS also directs NJ TRANSIT to Union Pacific's response to this Request.

REQUEST NO. 18

Explain:

a. whether the dispatching protocols for CSAO dispatchers in the North Jersey Terminal area that dispatch trains on, exit from, or enter onto NJ TRANSIT Lines prevent freight train interference with NJ TRANSIT operations; and
b. how the dispatching protocols for CSAO dispatchers in the North Jersey Terminal area that dispatch trains on, exit from, or enter onto NJ TRANSIT Lines prevent freight train interference with NJ TRANSIT operations.

Response:

NS objects to this Request because it is overly broad, unduly burdensome, vague, and disproportionate to the needs of this proceeding, including to the extent the request is not tied to the impacts of the proposed transaction. NS further objects to the Request as overly broad and unduly burdensome to the extent it requests information that is not in NS's possession, custody or control.

Subject to and without waiving these objections or the General Objections, NS states that Conrail dispatches the Line and maintains the dispatching protocols and NS does not have information responsive to this request in its possession.

REQUEST NO. 19

If the dispatching protocols prevent interference, explain how the dispatching protocols for CSAO dispatchers in the North Jersey Terminal Area that dispatch trains on, exit from, or enter onto NJ TRANSIT Lines prevent freight train interference with NJ TRANSIT operations.

Response:

NS objects to this Request because it is overly broad, unduly burdensome, vague, and disproportionate to the needs of this proceeding, including to the extent the request is not tied to the impacts of the proposed transaction. NS further objects to the Request as overly broad and unduly burdensome to the extent it requests information that is not in NS's possession, custody or control. NS further objects to the use of the term "Lines," when there is only one line—the Lehigh Line—at issue.

Subject to and without waiving these objections or the General Objections, NS states that it is willing to meet and confer to discuss the response to this Request.

REQUEST NO. 20

Describe the resiliency planning You have undertaken with respect to the Lehigh Line and the plans You have in place to minimize disruption to passenger operations on the Lehigh Line in the event of bad weather, deviations from freight schedules, or other routine disruptions.

Response:

NS objects to this Request because it is overly broad, unduly burdensome, vague, and disproportionate to the needs of this proceeding, including to the extent the request is not tied to the impacts of the proposed transaction. NS further objects to this Request to the extent it seeks production of publicly available information or information that NJ TRANSIT could obtain through less burdensome means, including by reviewing documents that are publicly available on the Surface Transportation Board's docket and/or with which NJ TRANSIT has been served. NS

further objects to this Request to the extent it seeks documents protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, expert work product, or other applicable privilege or protection.

Subject to and without waiving these objections or the General Objections, NS directs NJ TRANSIT to the information provided in the Amended Application and accompanying workpapers filed with the Surface Transportation Board in this proceeding on April 30, 2026 and Applicants' Supplement (Applicants' Second Response to Decision No. 21) submitted on July 27, 2026. NS also directs NJ TRANSIT to Union Pacific's response to this Request

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Date: October 19, 2026

CERTIFICATE OF SERVICE

I hereby certify that on this 19th day of October, 2026, a copy of the foregoing "NS's Responses and Objections to the First Set of Interrogatories and Second Set of Requests for Production by New Jersey Transit Corporation" was served by email or first class mail on the service list for Finance Docket No. 36873.

/s/ Matthew J. Warren
Matthew J. Warren

Exhibit 11

Host Railroad	Relevant Passenger Service	Segment Endpoint 1	Segment Endpoint 2	Maximum Trains Per Day*	Sources	Accessed
UP	METRA (UP West)	Geneva IL	West Chicago IL	58	https://schedules.metrarail.com/pdf/UP-W.pdf	November 12, 2026
NS	Michigan / Blue Water, Pere Marquette, Wolverine	Chicago IL	Elkhart IN	10	https://www.amtrak.com/michigan-services-train	November 13, 2026
UP	Metrolink (Riverside Line)	Bartolo CA	South City Of Industry CA	10	https://metrolinktrains.com/globalassets/schedules/timetables/ml-timetable-current.pdf	November 13, 2026
UP	Capitol Corridor	Roseville CA	Sparks NV	2	https://www.capitolcorridor.org/status-schedules/	November 13, 2026
NS	Richmond / Newport News / Norfolk	Jack VA	Poe VA	4 (8 with temporary substitute)	https://www.amtrak.com/train-schedules-timetables	November 13, 2026
UP	Missouri River Runner	River Jct MO	Pleasant Hill MO	2	https://content.amtrak.com/content/timetable/Lincoln%20Service%20Missouri%20River%20Runner.pdf	November 13, 2026
UP	Gold Runner	Elvas CA	El Pinal CA	4	https://d34tiw64n5z4oh.cloudfront.net/wp-content/uploads/Gold-Runner-Schedule.pdf	November 13, 2026
UP	Texas Eagle	Big Sandy TX	Longview TX	2	https://content.amtrak.com/content/timetable/Texas%20Eagle.pdf	November 13, 2026
NS	Floridian	Chicago IL	Elkhart IN	2	https://www.amtrak.com/train-schedules-timetables	November 13, 2026
NS	Lake Shore Ltd	Chicago IL	Elkhart IN	2	https://www.amtrak.com/train-schedules-timetables	November 13, 2026
NS	Pennsylvanian	Conpit PA	Pittsburgh PA	4	https://content.amtrak.com/content/timetable/Pennsylvanian.pdf	November 13, 2026
UP	Sunset Limited	Wellton AZ	Picacho AZ	2	https://content.amtrak.com/content/timetable/Sunset%20Limited.pdf	November 13, 2026
UP	ACE	Stockton CA	El Pinal CA	8	https://cdn.acerail.com/wp-content/uploads/ACE-Info-Rack-Card_October2024.pdf	November 13, 2026

Host Railroad	Passenger Service Not Analyzed by Zetenyi	Segment Endpoint 1	Segment Endpoint 2	Maximum Trains Per Day*	Sources	Accessed
NS	Piedmont	Charlotte NC	Salisbury NC	4	https://www.amtrak.com/train-schedules-timetables	November 13, 2026
NS	Mardi Gras	New Orleans LA	Oliver JCT	4	https://content.amtrak.com/content/timetable/Amtrak%20Mardi%20Gras%20Service.pdf	November 13, 2026
NS	Roanoke	Lynchburg VA	Manassas VA	4	https://www.amtrak.com/train-schedules-timetables	November 13, 2026
NS	Christiansburg	Walton VA	Roanoke VA	4	https://www.amtrak.com/train-schedules-timetables	November 13, 2026
UP	California Zephyr	Fernley NV	Weso NV	2	https://www.amtrak.com/train-schedules-timetables	November 13, 2026
NS	Carolinian	Charlotte NC	Salisbury NC	2	https://www.amtrak.com/train-schedules-timetables	November 13, 2026
NS	Crescent	New Orleans LA	Oliver Jct LA	2	https://www.amtrak.com/train-schedules-timetables	November 13, 2026
NS	Cardinal	Lynchburg VA	Manassas VA	2	https://www.amtrak.com/train-schedules-timetables	November 13, 2026
NS	VRE	Lynchburg VA	Manassas VA	16	https://www.vre.org/assets/1/6/MSS_Schedule_10.26_final.pdf	November 13, 2026

*"Maximum Trains Per Day" is determined by reviewing the linked schedule to determine the number of scheduled trains on the day with the largest number of scheduled trains

Exhibit 12

RARITAN VALLEY LINE

TO NEWARK/HOBOKEN/NEW YORK

as of 8/30/26

MONDAY - FRIDAY *(except Holidays)*

	AM											PM														
		Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q				
	5404	5406	5408	5710	5412	5714	5416	5718	5900	5422	5902	5126	5170	5132	5134	5176	5438	5440	5742	5444	5746	5150	5152	5154	5456	5458
Departing from:												NY	NY	NY	NY	NY						NY	NY	NY		
HIGH BRIDGE				5 53		6 12		6 43					9 22			12 20			3 06		5 10					
Annandale				5 58		6 17		6 48					9 27			12 25			3 11		5 15					
Lebanon				6 02		6 21		6 52					9 31			12 29			3 15		5 19					
White House				6 08		6 27		6 58					9 37			12 35			3 21		5 24					
North Branch				6 15		6 34		7 04					9 43			12 41			3 27		5 31					
RARITAN	4 31	5 09	5 47	6 23	6 30	6 42	6 55	7 13		7 40		8 45	9 51	10 48	11 47	12 49	1 48	2 47	3 35	4 37	5 39	6 50	7 57	8 48	10 10	11 37
Somerville	4 34	5 12	5 50	6 26	6 33	6 45	6 58	7 16		7 43		8 48	9 54	10 51	11 50	12 52	1 51	2 50	3 38	4 40	5 43	6 53	8 00	8 51	10 13	11 40
Bridgewater	4 39	5 17	5 56		6 38	6 50		7 21		7 48		8 53	9 59	10 56	11 55	12 57	1 56	2 55	3 43	4 45	5 48	6 58	8 05	8 56	10 18	11 45
Bound Brook	4 42	5 20	5 59	6 32		6 53	7 04	7 24		7 51		8 56	10 02	10 59	11 58	1 00	1 59	2 59	3 46	4 48	5 51	7 01	8 08	8 59	10 21	11 48
Dunellen	4 47	5 25	6 05	6 38		7 00	7 10	7 30		7 57		9 02	10 08	11 05	12 04	1 06	2 05	3 05	3 52	4 54	5 57	7 06	8 13	9 04	10 26	11 53
Plainfield	4 52	5 30	6 10		6 48		7 15		7 42	8 02	8 33	9 06	10 13	11 09	12 09	1 11	2 10	3 10	3 57	4 59	6 02	7 11	8 18	9 09	10 31	11 58
Netherwood	4 55	5 33	6 13		6 51		7 19		7 45	8 06	8 36	9 10	10 16	11 13	12 12	1 14	2 13	3 13	4 01	5 02	6 06	7 14	8 21	9 12	10 34	12 01
Fanwood	4 59	5 37	6 17		6 55		7 22		7 49	8 09	8 40	9 13	10 19	11 16	12 16	1 17	2 17	3 17	4 04	5 05	6 09	7 18	8 25	9 16	10 38	12 04
Westfield	5 03	5 41	6 21	6 47		7 09		7 39	7 53	8 14	8 44	9 17	10 24	11 20	12 20	1 22	2 21	3 21	4 08	5 10	6 13	7 22	8 29	9 20	10 42	12 08
Garwood	5 06	5 43	6 24		7 01		7 28			8 17		9 20	10 27	11 23	12 23	1 25	2 24	3 24		5 12	6 17	7 25	8 32	9 23	10 45	12 11
Cranford	5 09	5 47	6 28	6 52		7 14		7 44	7 58	8 21	8 48	9 23	10 30	11 27	12 26	1 28	2 27	3 28	4 13	5 16	6 20	7 28	8 35	9 26	10 48	12 15
Roselle Park	5 14	5 52	6 33		7 08		7 35		8 03	8 26	8 54	9 29	10 36	11 32	12 32	1 33	2 33	3 33	4 18	5 21	6 26	7 33	8 40	9 31	10 53	12 20
Union Station	5 18	5 56	6 38		7 12		7 40		8 08	8 31	8 58	9 33	10 40	11 37	12 36	1 38	2 37	3 38	4 22	5 25	6 30	7 37	8 44	9 35	10 57	12 24
NEWARK PENN STATION	**5 29**	**6 08**	**6 49**	**7 10**	**7 24**	**7 32**	**7 52**	**8 03**	**8 21**	**8 42**	**9 09**	**9 46**	**10 50**	**11 47**	**12 47**	**1 49**	**2 48**	**3 49**	**4 33**	**5 37**	**6 41**	**7 51**	**8 55**	**9 47**	**11 08**	**12 38**
via PATH	*5 45*	*6 16*	*6 56*	*7 16*	*7 31*	*7 41*	*8 01*	*8 11*	*8 26*	*8 51*	*9 16*	*10 00*	*11 00*	*12 00*	*1 00*	*2 00*	*3 00*	*3 56*	*4 41*	*5 46*	*6 46*	*7 56*	*9 06*	*10 00*	*11 20*	*1 10*
arrive World Trade Center	*6 10*	*6 41*	*7 21*	*7 41*	*7 56*	*8 06*	*8 26*	*8 36*	*8 51*	*9 16*	*9 41*	*10 25*	*11 25*	*12 25*	*1 25*	*2 25*	*3 25*	*4 21*	*5 06*	*6 11*	*7 11*	*8 21*	*9 31*	*10 25*	*11 45*	*1 35*
Secaucus Junction	*C 5 46*	*C 6 23*	*C 7 05*	*C 7 25*	*C 7 40*	*C 7 51*	*C 8 05*	*C 8 17*	*C 8 37*	*C 9 00*	*C 9 24*	9 54	10 58	11 56	12 56	1 58	*C 3 02*	*C 4 02*		*C 5 51*	*C 6 55*	8 00	9 04	9 57	*C 11 22*	*C 12 58*
NEW YORK	***C 5 59***	***C 6 35***	***C 7 17***	***C 7 37***	***C 7 52***	***C 8 05***	***C 8 20***	***C 8 31***	***C 8 50***	***C 9 14***	***C 9 37***	**10 06**	**11 11**	**12 07**	**1 08**	**2 10**	***C 3 15***	***C 4 16***	***C 4 58***	***C 6 04***	***C 7 08***	**8 14**	**9 16**	**10 10**	***C 11 35***	***C 1 18***
Hoboken																										

SPECIAL CONDITIONS

C 6 12 **C** Change Trains at Newark Penn Station for travel to/from New York, Secaucus, or Hoboken. New York and Secaucus times may not represent the same train.

Q **Q** Indicates that this train is part of the Quiet Car program. See njtransit.com for details.

NY **NY** One seat ride service to/from Penn Station New York. No transfer required.

RARITAN VALLEY LINE

FROM NEW YORK/HOBOKEN/NEWARK

as of 8/30/26

MONDAY - FRIDAY *(except Holidays)*

	AM							PM																		
	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q					
	5409	5711	5413	5415	5719	5121	5123	5175	5127	5179	8529	5431	5733	5435	5737	5939	5441	5743	5445	5747	5451	5193	5155	5197	5401	5403
Departing from:						NY	NY	NY	NY	NY												NY	NY	NY		
Hoboken																										
NEW YORK	*C 5 40*	*C 6 57*	*C 7 31*	*C 8 41*	*C 9 34*	10 40	11 40	12 45	1 40	2 40	*C 3 07*	*C 3 42*	*C 4 17*	*C 4 50*	*C 5 08*	*C 5 15*	*C 5 34*	*C 5 56*	*C 6 12*	*C 6 47*	*C 7 42*	8 48	9 48	10 48	*C 12 05*	*C 1 00*
Secaucus Junction	*C 5 49*	*C 7 06*	*C 7 40*	*C 8 50*	*C 9 43*	10 49	11 49		1 49	2 49	*C 3 16*	*C 3 40*	*C 4 27*	*C 4 59*	*C 5 18*	*C 5 25*	*C 5 44*	*C 6 06*	*C 6 22*	*C 6 56*	*C 7 51*	8 57	9 57	10 57	*C 12 14*	*C 1 09*
via PATH from WTC	*5 30*	*6 49*	*7 29*	*8 29*	*9 29*	*10 20*	*11 20*	*12 20*	*1 20*	*2 20*	*3 00*	*3 30*	*4 09*	*4 44*	*5 04*	*5 14*	*5 34*	*5 54*	*6 09*	*6 39*	*7 39*	*8 34*	*9 34*	*10 30*	*11 55*	*12 30*
arrive Newark	*5 55*	*7 14*	*7 54*	*8 54*	*9 54*	*10 45*	*11 45*	*12 45*	*1 45*	*2 45*	*3 25*	*3 55*	*4 34*	*5 09*	*5 29*	*5 39*	*5 59*	*6 19*	*6 34*	*7 04*	*8 04*	*8 59*	*9 59*	*10 55*	*12 20*	*12 55*
NEWARK PENN STATION	6 05	7 21	7 59	9 06	10 02	11 00	12 00	1 02	2 00	3 01	3 36	4 05	4 43	5 16	5 36	5 44	6 04	6 26	6 39	7 12	8 12	9 08	10 08	11 08	12 29	1 28
Union Station	6 14	7 30	8 08	9 15	10 11	11 08	12 08	1 10	2 08	3 09	L 3 46	L 4 14	L 4 53	L 5 25		L 5 53	L 6 13		L 6 48	7 21	8 21	9 16	10 16	11 16	12 38	1 37
Roselle Park	6 18	7 34	8 12	9 19	10 15	11 12	12 12	1 14	2 12	3 13	L 3 50	L 4 18	L 4 57	L 5 29		L 5 57	L 6 17		L 6 52	7 25	8 25	9 20	10 20	11 20	12 42	1 41
Cranford	6 23	7 39	8 17	9 24	10 20	11 17	12 17	1 19	2 17	3 18	L 3 55	L 4 23	L 5 02	L 5 34		L 6 02	L 6 23		L 6 57	7 30	8 30	9 25	10 25	11 25	12 46	1 45
Garwood	6 26	7 42	8 20	9 27	10 23	11 20	12 20	1 22	2 20	3 21	L 3 58	L 4 26	L 5 06			L 6 05			L 7 00	7 33	8 33	9 28	10 28	11 28	12 49	1 48
Westfield	6 29	7 45	8 23	9 30	10 27	11 23	12 24	1 26	2 24	3 24	L 4 02	L 4 30	L 5 09	L 5 39	L 5 53	L 6 09	L 6 27	L 6 43	L 7 04	7 37	8 36	9 32	10 32	11 32	12 52	1 51
Fanwood	6 34	7 49	8 28	9 35	10 31	11 28	12 28	1 30	2 28	3 29	L 4 07	L 4 34	L 5 14	L 5 44		L 6 14	L 6 32		L 7 09	7 42	8 41	9 36	10 36	11 36	12 57	1 56
Netherwood	6 37	7 53	8 31	9 38	10 34	11 31	12 31	1 33	2 31	3 32	L 4 10	L 4 38	L 5 18	L 5 47		L 6 17	L 6 36		L 7 12	7 45	8 44	9 39	10 39	11 39	1 00	1 59
Plainfield	6 40	7 56	8 34	9 41	10 37	11 34	12 34	1 36	2 34	3 35	L 4 13	L 4 41	L 5 21	L 5 50	L 5 59	6 24	L 6 39	L 6 49	L 7 15	7 48	8 47	9 42	10 42	11 42	1 02	2 01
Dunellen	6 45	8 00	8 39	9 46	10 42	11 39	12 39	1 41	2 39	3 40	L 4 18	L 4 46	L 5 26	L 5 55	L 6 04		L 6 44	L 6 54	L 7 20	7 53	8 51	9 47	10 47	11 47	1 07	2 06
Bound Brook	6 51	8 06	8 45	9 52	10 48	11 45	12 45	1 47	2 45	3 46	L 4 24	L 4 52	L 5 32	L 6 01	L 6 10		L 6 50	L 7 00	L 7 26	L 7 59	8 57	9 53	10 53	11 53	1 12	2 11
Bridgewater	L 6 54	8 09	L 8 48	L 9 55	L 10 51	L 11 48	L 12 48	1 50	L 2 48	3 49	L 4 27	L 4 55	L 5 35	L 6 05	L 6 14		L 6 53	L 7 04	L 7 30	L 8 02	L 9 00	9 56	L 10 56	11 56	L 1 15	L 2 14
Somerville	L 6 59	8 14	L 8 53	L 10 00	L 10 56	L 11 53	L 12 53	1 55	L 2 53	3 54	L 4 32	L 5 00	L 5 41	L 6 10	L 6 19		L 6 59	L 7 09	L 7 35	L 8 07	L 9 05	10 01	L 11 01	12 01	L 1 20	L 2 19
RARITAN	7 05	8 18	9 08	10 12	L 10 59	12 07	1 06	1 58	3 06	3 57	4 40	5 07	L 5 44	6 16	L 6 23		7 05	L 7 13	7 43	L 8 10	9 12	10 04	11 10	12 04	1 31	2 35
North Branch		L 8 25			L 11 07			L 2 06		L 4 04			L 5 52		L 6 30			L 7 20		L 8 18		L 10 12		L 12 12		
White House		L 8 32			L 11 14			L 2 13		L 4 11			L 5 59		L 6 37			L 7 27		L 8 25		L 10 18		L 12 18		
Lebanon		L 8 38			L 11 20			L 2 19		L 4 17			L 6 05		L 6 43			L 7 33		L 8 31		L 10 24		L 12 24		
Annandale		L 8 43			L 11 25			L 2 24		L 4 22			L 6 10		L 6 48			L 7 38		L 8 36		L 10 29		L 12 29		
HIGH BRIDGE		8 53			11 40			2 38		4 32			6 20		6 58			7 48		8 46		10 40		12 40		

SPECIAL CONDITIONS

C 6 12 **C** Change Trains at Newark Penn Station for travel to/from New York, Secaucus, or Hoboken. New York and Secaucus times may not represent the same train.

Q **Q** Indicates that this train is part of the Quiet Car program. See njtransit.com for details.

NY **NY** One seat ride service to/from Penn Station New York. No transfer required.

L 6 12 **L** Indicates this train may leave ahead of schedule.

6 12 **Extra Service** Trains marked orange will run on 9/4, 11/25, & 12/24 only.

6 12 **Limited Service** Trains marked gray will not run on 9/4, 11/25, & 12/24.

RARITAN VALLEY LINE

TO NEWARK/NEW YORK

as of 8/30/26

SATURDAY/SUNDAY/HOLIDAYS

	AM							PM												
Departing from:	5506	8512	5508	5510	5512	5514	5516	5518	5520	5522	5524	5526	5528	5530	5532	5534	5536	5538	5540	Departing from:
BICYCLES TO NEWARK	✔	⊘	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔	BICYCLES TO NEWARK
RARITAN	6 15	6 41	7 15	8 15	9 15	10 15	11 15	12 15	1 15	2 15	3 15	4 15	5 15	6 15	7 15	8 15	9 15	10 15	11 37	RARITAN
Somerville	6 18	6 44	7 18	8 18	9 18	10 18	11 18	12 18	1 18	2 18	3 18	4 18	5 18	6 18	7 18	8 18	9 18	10 18	11 40	Somerville
Bridgewater	6 22	6 48	7 22	8 22	9 22	10 22	11 22	12 22	1 22	2 22	3 22	4 22	5 22	6 22	7 22	8 22	9 22	10 22	11 44	Bridgewater
Bound Brook	6 25	6 50	7 25	8 25	9 25	10 25	11 25	12 25	1 25	2 25	3 25	4 25	5 25	6 25	7 25	8 25	9 25	10 25	11 47	Bound Brook
Dunellen	6 31	6 56	7 31	8 31	9 31	10 31	11 31	12 31	1 31	2 31	3 31	4 31	5 31	6 31	7 31	8 31	9 31	10 31	11 53	Dunellen
Plainfield	6 36	7 01	7 36	8 36	9 36	10 36	11 36	12 36	1 36	2 36	3 36	4 36	5 36	6 36	7 36	8 36	9 36	10 36	11 58	Plainfield
Netherwood	6 40	7 06	7 40	8 40	9 40	10 40	11 40	12 40	1 40	2 40	3 40	4 40	5 40	6 40	7 40	8 40	9 40	10 40	12 01	Netherwood
Fanwood	6 43	7 09	7 43	8 43	9 43	10 43	11 43	12 43	1 43	2 43	3 43	4 43	5 43	6 43	7 43	8 43	9 43	10 43	12 04	Fanwood
Westfield	6 47	7 14	7 47	8 47	9 47	10 47	11 47	12 47	1 47	2 47	3 47	4 47	5 47	6 47	7 47	8 47	9 47	10 47	12 08	Westfield
Garwood	6 50		7 50	8 50	9 50	10 50	11 50	12 50	1 50	2 50	3 50	4 50	5 50	6 50	7 50	8 50	9 50	10 50	12 11	Garwood
Cranford	6 54	7 18	7 54	8 54	9 54	10 54	11 54	12 54	1 54	2 54	3 54	4 54	5 54	6 54	7 54	8 54	9 54	10 54	12 14	Cranford
Roselle Park	6 59	7 23	7 59	8 59	9 59	10 59	11 59	12 59	1 59	2 59	3 59	4 59	5 59	6 59	7 59	8 59	9 59	10 59	12 20	Roselle Park
Union Station	7 03	7 27	8 03	9 03	10 03	11 03	12 03	1 03	2 03	3 03	4 03	5 03	6 03	7 03	8 03	9 03	10 03	11 03	12 24	Union Station
NEWARK PENN STATION	**7 15**	**7 39**	**8 15**	**9 15**	**10 15**	**11 15**	**12 15**	**1 15**	**2 15**	**3 15**	**4 15**	**5 15**	**6 15**	**7 15**	**8 15**	**9 15**	**10 15**	**11 15**	**12 38**	NEWARK PENN STATION
via PATH arrive World Trade Center	*For weekend and holiday PATH service information, visit pathrail.com*																			via PATH arrive World Trade Center
BICYCLES TO NEW YORK	✔	⊘	✔	⊘	⊘	⊘	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔	BICYCLES TO NEW YORK
Secaucus Junction	*C 7 29*	*C 7 53*	*C 8 29*	*C 9 29*	*C 10 29*	*C 11 29*	*C 12 29*	*C 1 31*	*C 2 31*	*C 3 29*	*C 4 30*	*C 5 33*	*C 6 31*	*C 7 29*	*C 8 29*	*C 9 36*	*C 10 29*	*C 11 29*	*C 12 58*	*Secaucus Junction*
NEW YORK	***C 7 42***	***C 8 07***	***C 8 42***	***C 9 42***	***C 10 41***	***C 11 42***	***C 12 42***	***C 1 44***	***C 2 44***	***C 3 42***	***C 4 43***	***C 5 46***	***C 6 44***	***C 7 43***	***C 8 42***	***C 9 49***	***C 10 42***	***C 11 42***	***C 1 18***	NEW YORK

SPECIAL CONDITIONS

C 6 12 **C** Change Trains at Newark Penn Station for travel to/from New York, Secaucus, or Hoboken. New York and Secaucus times may not represent the same train.

6 12 **Extra Service** Trains marked orange will run on 11/26, 11/27, 1/18 and 2/15 only.

✔ Indicates that up to 12 bicycles/segways are permitted on this weekend train to/from Newark or New York. See bicycle/segway policy at njtransit.com for more details.

⊘ Indicates that bicycles/segways are NOT permitted on this weekend train to/from New York, or that bicycles/segways are not permitted on this train that operates only on holidays. See bicycle/segway policy at njtransit.com for more details.

RARITAN VALLEY LINE

FROM NEW YORK/NEWARK

as of 8/30/26

SATURDAY/SUNDAY/HOLIDAYS

	AM					PM													
Departing from:	5511	5513	5515	5517	5519	5521	5523	5525	5527	5529	8551	5531	5533	5535	5537	5539	5541	5543	5503
BICYCLES FROM NEW YORK	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔	⊘	⊘	⊘	⊘	✔	✔	✔	✔	✔
NEW YORK	*C 6 53*	*C 8 07*	*C 9 07*	*C 9 55*	*C 11 07*	*C 12 07*	*C 1 07*	*C 2 07*	*C 3 07*	*C 4 07*	*C 4 47*	*C 5 07*	*C 6 07*	*C 7 07*	*C 8 07*	*C 9 07*	*C 10 07*	*C 11 07*	*C 1 00*
Secaucus Junction	*C 7 02*	*C 8 16*	*C 9 16*	*C 10 04*	*C 11 16*	*C 12 16*	*C 1 16*	*C 2 16*	*C 3 16*	*C 4 16*	*C 4 56*	*C 5 16*	*C 6 16*	*C 7 16*	*C 8 16*	*C 9 16*	*C 10 16*	*C 11 16*	*C 1 09*
via PATH from WTC arrive Newark	*For weekend and holiday PATH service information, visit pathrail.com*																		
BICYCLES FROM NEWARK	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔	⊘	✔	✔	✔	✔	✔	✔	✔	✔
NEWARK PENN STATION	**7 38**	**8 38**	**9 38**	**10 38**	**11 38**	**12 38**	**1 38**	**2 38**	**3 38**	**4 38**	**5 13**	**5 38**	**6 38**	**7 38**	**8 38**	**9 38**	**10 38**	**11 38**	**1 28**
Union Station	7 47	8 47	9 47	10 47	11 47	12 47	1 47	2 47	3 47	4 47	5 22	5 47	6 47	7 47	8 47	9 47	10 47	11 47	1 37
Roselle Park	7 51	8 51	9 51	10 51	11 51	12 51	1 51	2 51	3 51	4 51	5 25	5 51	6 51	7 51	8 51	9 51	10 51	11 51	1 41
Cranford	7 56	8 56	9 56	10 56	11 56	12 56	1 56	2 56	3 56	4 56	5 30	5 56	6 56	7 56	8 56	9 56	10 56	11 56	1 45
Garwood	7 59	8 59	9 59	10 59	11 59	12 59	1 59	2 59	3 59	4 59		5 59	6 59	7 59	8 59	9 59	10 59	11 59	1 48
Westfield	8 02	9 02	10 02	11 02	12 02	1 02	2 02	3 02	4 02	5 02	5 34	6 02	7 02	8 02	9 02	10 02	11 02	12 02	1 51
Fanwood	8 07	9 07	10 07	11 07	12 07	1 07	2 07	3 07	4 07	5 07	5 38	6 07	7 07	8 07	9 07	10 07	11 07	12 07	1 56
Netherwood	8 10	9 10	10 10	11 10	12 10	1 10	2 10	3 10	4 10	5 10	5 41	6 10	7 10	8 10	9 10	10 10	11 10	12 10	1 59
Plainfield	8 13	9 13	10 13	11 13	12 13	1 13	2 13	3 13	4 13	5 13	5 46	6 13	7 13	8 13	9 13	10 13	11 13	12 13	2 01
Dunellen	8 18	9 18	10 18	11 18	12 18	1 18	2 18	3 18	4 18	5 18	5 51	6 18	7 18	8 18	9 18	10 18	11 18	12 18	2 06
Bound Brook	8 24	9 24	10 24	11 24	12 24	1 24	2 24	3 24	4 24	5 24	5 57	6 24	7 24	8 24	9 24	10 24	11 24	12 24	2 11
Bridgewater	8 27	9 27	10 27	11 27	12 27	1 27	2 27	3 27	4 27	5 27	5 59	6 27	7 27	8 27	9 27	10 27	11 27	12 27	L 2 14
Somerville	L 8 32	L 9 32	L 10 32	L 11 32	L 12 32	L 1 32	L 2 32	L 3 32	L 4 32	L 5 32	L 6 04	L 6 32	L 7 32	L 8 32	L 9 32	L 10 32	L 11 32	L 12 32	L 2 19
RARITAN	8 43	9 43	10 43	11 43	12 43	1 43	2 43	3 43	4 43	5 43	6 12	6 43	7 43	8 43	9 43	10 43	11 43	12 43	2 35

SPECIAL CONDITIONS

C 6 12 **C** Change Trains at Newark Penn Station for travel to/from New York, Secaucus, or Hoboken. New York and Secaucus times may not represent the same train.

L 6 12 **L** Indicates this train may leave ahead of schedule.

6 12 **Extra Service** Trains marked orange will run on 11/27, 1/18 and 2/15 only.

✔ Indicates that up to 12 bicycles/segways are permitted on this weekend train to/from Newark or New York. See bicycle/segway policy at njtransit.com for more details.

⊘ Indicates that bicycles/segways are NOT permitted on this weekend train to/from New York, or that bicycles/segways are not permitted on this train that operates only on holidays. See bicycle/segway policy at njtransit.com for more details.

Exhibit 13

Highly confidential exhibit submitted pursuant to protective order.