

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

STB Docket No. FD 36332

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Public Record

**PETITION BY THE NATIONAL RAILROAD PASSENGER CORPORATION
(AMTRAK) FOR PROCEEDINGS UNDER 49 U.S.C. § 24903(c)(2)**

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The National Railroad Passenger Corporation (“Amtrak”) petitions the Surface Transportation Board (the “Board”), under 49 U.S.C. § 24903(c)(2), to:

Institute a proceeding, establish a procedural schedule, and enter an order determining the compensation and terms for the use of Chicago Union Station by the Northeast Illinois Regional Commuter Railroad Corporation (“Metra”) and the Commuter Rail Division of the Regional Transportation Authority (collectively “Metra”).¹

REASONS FOR THE PETITION

On August 20, 2018, the Surface Transportation Board (the “Board”) denied Metra’s Petition for Declaratory Order on the Status of Chicago Union Station as premature. *See Commuter Rail Div. of the Reg’l Transportation Auth. & Ne. Illinois Reg’l Commuter R.R. Corporation – Petition for Declaratory Order – Status of Chicago Union Station*, No. FD 36171, 2018 WL 4016555 (Aug. 20, 2018) (“August 20, 2018 Order”). The Board found that Metra and Amtrak had not yet reached an impasse in their negotiations regarding Metra’s continued access to Chicago Union Station, which is owned by Amtrak. The parties have attempted to negotiate a new agreement, but it is now apparent that the parties have reached an impasse. Amtrak

¹ The Northeast Illinois Regional Commuter Railroad Corporation is the entity that currently contracts with Amtrak. However, when Metra filed its initial Petition, the Petition was also filed by the Commuter Rail Division of the Regional Transportation Authority. Metra apparently believes that both entities are necessary for complete relief, so Amtrak filed this Petition against both entities.

therefore petitions the Board pursuant to 49 U.S.C. § 24903(c)(2) to institute a proceeding and determine compensation and terms for the continued use by Metra of Chicago Union Station.

I. BACKGROUND

A. Amtrak's Acquisition of Chicago Union Station Company

Amtrak is a national rail passenger transportation corporation, established under the Rail Passenger Service Act of 1970, Pub. L. 91-518, 84 Stat. 1327 (codified as amended at 49 U.S.C. §§ 24101-24315 (2012)). Amtrak initially acquired its interest in the Chicago Union Station Company (“CUSCO”), which owned Chicago Union Station, under the Regional Rail Reorganization Act of 1973 (the “3R Act”), Pub. L. 93-236, 87 Stat. 985 (codified as amended at 45 U.S.C. §§ 701-797m (2012)). Pursuant to the 3R Act, in 1976 the Penn Central Corporation (“Penn Central”) conveyed its interests in CUSCO to Amtrak. *See Penn Cent. Corp. v. Chicago Union Station Co.*, 830 F. Supp. 1509, 1514 (Reg’l Rail Reorg. Ct. 1993). Those interests constituted 50% of all outstanding CUSCO shares. *Id.* at 1514. In 1984, Amtrak acquired the remaining 50% of outstanding CUSCO shares, making Amtrak the sole shareholder of CUSCO, and CUSCO a wholly-owned subsidiary of Amtrak. *Id.* at 1515. In May 2017, CUSCO merged into Amtrak, and CUSCO ceased to exist.

B. Metra/CUSCO 1984 Agreement

Metra is a commuter rail agency based in Chicago, Illinois. Metra currently has access rights to Chicago Union Station pursuant to a May 1, 1984 agreement (the “1984 Agreement”) between Metra and CUSCO, which was set to expire on April 1, 1989. *See* Exhibit A (1984 Agreement). The parties extended the term of the 1984 Agreement until April 30, 2019, *see* Exhibit B (May 1, 1988 Amendment Agreement), and again by 90 days until July 29, 2019, *see* Exhibit C (March 6, 2019 Fourth Amendment). The 1984 Agreement provides for monthly

payments by Metra of an annual fixed fee, which is adjusted quarterly based upon the City of Chicago Consumer Price Index. The annual fee was \$9.66 million in FY2018.

C. Metra's 2018 Petition for Declaratory Order

More than a year before the parties' Agreement was set to expire, Metra sought Board intervention and filed a Petition for Declaratory Order on the Status of Chicago Union Station. *See Commuter Rail Div. of the Reg'l Transportation Auth. & Ne. Illinois Reg'l Commuter R.R. Corporation – Petition for Declaratory Order – Status of Chicago Union Station*, No. FD 36171 (filed Apr. 6, 2018) ("Metra's 2018 Petition"). Metra claimed that it was "assessing what options, including the invocation of Board procedures and remedies, would be available should negotiations with Amtrak concerning access terms for the [Chicago Union Station] facilities not progress as well as is hoped." Metra's 2018 Petition at 7. Metra requested that the Board declare that it had jurisdiction under 49 U.S.C. § 11102 (to set terms and compensation) and § 28502 (to conduct non-binding mediation), and that the Board initiate proceedings "to develop the record and to enable all interested stakeholders to express their views on the issues before the Board." *Id.* at 19.

Amtrak opposed Metra's Petition in a Reply dated April 26, 2018. Amtrak argued that a declaratory order would amount to a premature advisory opinion because the parties had not yet begun to negotiate a new agreement, much less reached an actual impasse. Amtrak also argued that 49 U.S.C. §§ 11102 and 28502 do not apply to Amtrak pursuant to the statutory exemption in 49 U.S.C. § 24301(c) and the definition of a rail carrier under 49 U.S.C. § 28501(5). Moreover, Metra provided no support for its assertion that CUSCO had been a rail carrier within the meaning of § 10102(5), or that Board approval was required for the 2017 merger of CUSCO, a wholly-owned subsidiary, into Amtrak.

The Board ultimately dismissed the Petition, agreeing with Amtrak that Metra's Petition was premature. *See* August 20, 2018 Order.

D. Negotiations and Ultimate Impasse

During March and April 2018, Metra and Amtrak began exchanging initial proposals regarding the terms of a new agreement to govern Metra's future use of Chicago Union Station. Since the initial negotiations, Amtrak has provided Metra with several proposals with specific allocations of proposed operating and capital costs, as well as other financial terms.

Amtrak provided a detailed offer on June 4, 2019 (the "Proposed Agreement"). Under the Proposed Agreement, Metra would continue to access and use Chicago Union Station for the operation of Metra Commuter Rail Service. The Proposed Agreement was designed to and does meet the statutory criteria under Section 24903(c)(2). Specifically, the Proposed Agreement requires Metra to pay for "the costs Amtrak incurs only for the benefit of [Metra]" as well as "a proportionate share of all other costs of providing transportation . . . for the common benefit of Amtrak and [Metra]." § 24903(c)(2). Further, Amtrak based the proportionate share upon the enumerated statutory criteria. The other terms proposed by Amtrak – *e.g.*, dispatching, liability, dispute resolution – are fair and appropriate.

Following Amtrak's provision of the Proposed Agreement, Amtrak and Metra continued to correspond regarding their respective positions; however, they are unable to agree. Despite protracted negotiations ongoing for more than a year, the parties cannot come to an agreement regarding operating and maintenance cost-sharing, an infrastructure recapitalization arrangement, or the terms of the contract. Having now reached an impasse, Board involvement is appropriate and Amtrak therefore requests relief under 49 U.S.C. § 24903(c)(2).

II. DISCUSSION

A. 49 U.S.C. § 24903(c)(2), Not § 11102, Applies to the Amtrak/Metra Dispute

Metra's 2018 Petition invoked 49 U.S.C. § 11102, which applies to the use of Terminal Facilities owned by a rail carrier. As demonstrated in Amtrak's reply to that Petition, the Board lacks jurisdiction under that provision for numerous reasons.

Metra's 2018 Petition suggested that the lack of Board jurisdiction under Section 11102 would mean that Metra would have no recourse should Amtrak decide not to allow Metra to use Chicago Union Station. This concern is misplaced. The Board has jurisdiction over the dispute—just under a different statutory section. 49 U.S.C. § 24903(a)(6) authorizes Amtrak to “make agreements with other carriers and commuter authorities to . . . make arrangements for . . . commuter rail passenger transportation over, rights of way and facilities acquired under the Regional Rail Reorganization Act of 1973 (45 U.S.C. § 701 *et seq.*) and the Railroad Revitalization and Regulatory Reform Act of 1976 (45 U.S.C. § 801 *et seq.*).” As explained above, Amtrak acquired its initial interest in CUSCO, and therefore Chicago Union Station, pursuant to the Regional Rail Reorganization Act of 1973. *See Penn Cent. Corp.*, 830 F. Supp. at 1514; *see also* August 20, 2018 Order at 2.

Section 24903(c) governs the compensation for transportation over these Amtrak properties and agreements under subsection (a)(6). If the parties do not agree on terms and compensation with respect to such agreements, Section 24903(c)(2) authorizes the Board to order that transportation be continued and to determine compensation terms based on the formula in the statute. Here, because Metra and Amtrak cannot agree on terms and compensation for Metra's use of Chicago Union Station, the Board should decide.

B. Section 24903(c)(2) Proceedings

Section 24903(c)(2) further sets forth the compensation scheme that must be ordered by the Board. Section 24903(c)(2) provides that:

The Board shall assign to a rail carrier obtaining transportation under this subsection the costs Amtrak incurs only for the benefit of the carrier, plus a proportionate share of all other costs of providing transportation under this paragraph incurred for the common benefit of Amtrak and the carrier. The proportionate share shall be based on relative measures of volume of car operations, tonnage, or other factors that reasonably reflect the relative use of rail property covered by this subsection.

§ 24903(c)(2). This compensation scheme is designed to avoid cross-subsidization between commuter rail passenger and intercity rail passenger and rail freight transportation, which the statute explicitly prohibits. *See* § 24903(c)(1)-(2).

Amtrak will demonstrate in this proceeding that its Proposed Agreement meets the requirements of Section 24903. Amtrak proposed a fully-allocated cost model under which Metra would pay for the costs that benefit solely Metra. Metra would also pay a proportionate share of the costs that benefit both Metra and Amtrak. Each parties' share would be determined consistent with Section 24903's mandate that proportionate costs be based on "factors that reasonably reflect the relative use of rail property." § 24903(c)(2). Amtrak's Proposed Agreement avoids cross-subsidization, follows the governing statute, and includes fair, adequate, and reasonable terms that allows Metra to continue to access and use Chicago Union Station in a manner that is equitable to both Metra and Amtrak.² Amtrak will therefore present its Proposed

² There is no need for the Board or the Parties to delve into the difficult issues raised in Metra's 2018 Petition and the August 20, 2018 Order, since they relate to Metra's attempt to invoke Section 11102. Because Section 24903 applies, Metra's primary concern – that Amtrak "removed Chicago Union Station from the rail system" (August 20, 2018 Order at 5) – is simply not true. The Board is authorized to order that Metra be permitted to continue to use Chicago Union System and set the compensation for such use.

Agreement to the Board, and ask the Board to adopt the terms of that Proposal as the basis for ordering Metra's future access and use of Chicago Union Station.³

III. CONCLUSION

For the foregoing reasons, Amtrak respectfully requests that the Board:

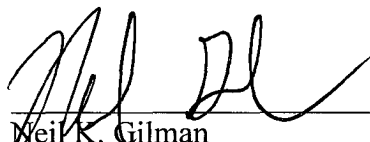
- i. Institute proceedings and determine compensation and terms for continued use by Metra of the Chicago Union Station under 49 U.S.C. § 24903(c)(2).
- ii. Enter a scheduling order (from the date the Board issues an order instituting the proceedings) as follows:
 1. Date Board Institutes Proceedings + 14 days – Joint submission by Amtrak and Metra setting forth the issues for determination; Discovery begins.
 2. Date Board Institutes Proceedings + 45 days – Close of Discovery
 3. Date Board Institutes Proceedings + 60 days – Amtrak Opening Statement with evidentiary submissions
 4. Date Board Institutes Proceedings + 80 days – Metra Reply in Opposition with evidentiary submissions
 5. Date Board Institutes Proceedings + 90 days – Amtrak Rebuttal with evidentiary submissions
 6. Date Board Institutes Proceedings + 120 days – Final Board Decision
- iii. Issue an interim order that Metra can continue to access Chicago Union Station under the terms of the 1984 Agreement, as amended, during the pendency of the proceedings.

³ Amtrak recognizes that the Board will not rule before the 1984 Agreement expires on July 29, 2019. Amtrak has agreed with Metra that an interim order allowing Metra to continue to access and use Chicago Union Station under the terms of the 1984 Agreement is appropriate. In the Fourth Amendment to the 1984 Agreement, Amtrak and Metra agreed that any new agreement, including one whose terms are imposed by the Board, would apply retroactively to May 1, 2019.

Dated: July 22, 2019

Respectfully submitted,

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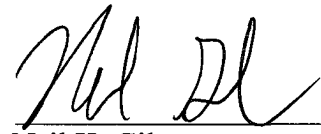
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CERTIFICATE OF SERVICE

I hereby certify that I have this day, July 22, 2019, caused copies of the foregoing to be served by electronic mail and first class mail on:

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Counsel for Metra



Neil K. Gilman

Exhibit A

AGREEMENT

THIS AGREEMENT, made on this 1st day of May, 1984, by and between CHICAGO UNION STATION COMPANY, hereinafter called the "Station Company", and the NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION, hereinafter called the "Lessee",

SECTION ONE. The Station Company hereby grants to the Lessee the equal right of using in common under the "Chicago Union Station Company Rules of Operating Department," as such rules may be amended from time to time, with the Station Company's proprietary line and other companies, for the purpose of handling the Lessee's commuter passenger traffic and the traffic of the other railroads described on the schedule attached as Exhibit A, business car movements, and such additional trains, as may be approved by the General Manager of the Station Company, whose approval shall not be unreasonably withheld, the station and facilities described and delineated in Exhibit B attached hereto, and hereinafter referred to as "Station and Facilities," for five (5) years from the effective date hereof, provided that the Lessee may, at any time during said term or extended term discontinue such use as set forth in Section 2; provided, further, that the said Station and Facilities, the common use of which is hereby granted, shall also include the property and appurtenances which the Station Company may hereafter acquire and retain for the handling of commuter passenger traffic.

The Station Company covenants and agrees that it will not sell, lease, or transfer, or permit to be sold, leased, or

transferred, the said Station and Facilities and property covered by this Agreement, so as to deprive the Lessee of the right to enter upon and use the said Station and Facilities and property, in the manner and upon the terms provided in this Agreement; and any sale (except in the enforcement of the said Station Company's current mortgages), lease, or transfer of the said Station and Facilities and property made, or permitted, by the said Station Company or by its stockholders, shall be subject to the terms of this Agreement, which shall remain in full force and effect, notwithstanding such sale, lease, or transfer; and this covenant shall be construed as a covenant imposed upon and running with the lands, property, and rights of the Station Company, provided that Station Company shall not be prohibited from selling, leasing, or transferring any portion of the Station and Facilities and property, including any sale or lease of air rights, provided the same shall not unreasonably interfere with the use by the Lessee of said Station and Facilities and property as a passenger station.

SECTION TWO. This Agreement is subject to cancellation by the Lessee as to the Lessee's rights and obligations hereunder upon ninety days written notice to the Station Company, provided that the Lessee vacates the Station and Facilities and property on or before the effective date of termination. If the Lessee does not use the Station and Facilities and property of the Station Company on a daily basis for three hundred sixty-five (365) consecutive days, this Agreement shall be subject to cancellation by Station Company upon ninety days written notice to the Lessee.

The use hereby granted to the Lessee is only for the Lessee's own traffic and the passenger traffic of the other railroads as described in Exhibit A, except that (1) the Lessee may assign its rights hereunder to any publicly owned commuter rail corporation or transit agency, and (2) if the Lessee shall merge or consolidate with, acquire or be acquired by, sell substantially all of its assets to or purchase substantially all of the assets of, another railroad company or companies, the new or existing company or companies remaining after such transaction shall be entitled to use (on the same level of use that the Lessee had immediately prior to the merger or consolidation), but shall not be obligated to use, the station and facilities pursuant to this Agreement for handling the commuter passenger traffic of its or their combined properties, and said company or companies shall likewise have the right to cancel this Agreement upon ninety days written notice.

SECTION THREE. The Station Company shall operate and maintain said Station and Facilities and property and no discrimination shall be made in favor of or against the Lessee or any company or transit agency using it. The Station Company shall continue to accept and dispatch from the Station and Facilities and property at least the same number of suburban trains of the Lessee as are listed during the times as are described on the schedule attached as Exhibits A, C, and D. The Lessee, may by written notice to the Station Company reduce the number of trains dispatched or the consists thereof, and the Lessee may increase the number of trains dispatched or increase its consists without additional cost to Lessee under this Agreement upon the written approval of the Station Company, which approval shall not be

unreasonably withheld. The Station Company may make changes relative to track assignments under non-emergency conditions from time to time; provided, however, changes with respect to track assignments for departures during non evening rush hours may be made after five days' notice to the Lessee; provided, however, changes of track assignments during evening rush hours may be made after thirty (30) days' notification to the Lessee and consultation with Lessee's representatives, and provided further, the Lessee shall not change track assignments during Lessee's normal evening rush hour operations (4:30-6:00p.m.) Monday through Friday, as identified in Exhibits A, C, and D which would: (i) generate additional operating expenses to the Lessee, or (ii) cause time delays to the current time schedules identified in Exhibits A, C, and D, or (iii) discriminate against commuter train operations, or (iv) cause inconvenience to passenger flow as a result of changes to gate assignments. Changes in track assignments as required in response to emergency conditions may be made by the Station Company; provided, however, the Station Company will consult with the Lessee as soon as possible.

The Station Company shall also make available for the Lessee's train crews and the train crews of the other railroads identified in Exhibit A and Lessee's operation control center, space in the Station and Facilities and property comparable to that utilized by the Lessee prior to the date of this Agreement. Station Company shall also provide for the continuation of services presently furnished prior to the date of this Agreement, however, the Station Company shall have the right to substitute alternative services of reasonably equivalent utility provided prior notification is given to the Lessee.

The Station Company also will provide access to its Station and Facilities and property for any employee of the Lessee and employees of the other railroads identified in Exhibit A engaged in commuter related operations to the extent necessary to perform their duties.

SECTION FOUR. As part of the operation of said Station and Facilities and property, the Station Company shall, on behalf of the Lessee and at the Station Company's usual ticket-selling location, sell tickets for transportation operated by the Lessee into and out of the Station with the same efficiency and level of service as provided on March 1, 1984. The Station Company shall sell such tickets at the rates and in the manner prescribed by the Lessee and shall provide to the Lessee within ten days after the end of each month a report on the tickets (by type) sold, refunds paid, and revenue collected by the Station Company during such month. The Station Company shall, within 24 hours from the close of business on each day, except weekends or holidays, remit payment of such proceeds by check to the Lessee or Lessee's written designees. All funds belonging to the Lessee shall be received and held in trust by the Station Company for the benefit of the Lessee. The Lessee may, at its option, elect to utilize its own employees in the ticket-selling operation, and the Station Company agrees to make available the necessary space at a convenient ticket-selling location for such purpose, as long as it would not require Station Company to violate any collective bargaining agreement, provided, however, nothing in this Section shall preclude a mutually agreeable Station Company-Lessee joint ticket sale arrangement and further provided that if such assumption of ticket selling operations

by the Lessee results in operating savings to the Station Company, all such operating savings to the Station Company will be subtracted from the yearly rental of the Lessee. If the Lessee elects to utilize its own employees in ticket-selling operations, the Station Company shall not be required to violate any applicable Station Company labor agreement then in effect. In addition, the Lessee agrees to reimburse the Station Company for all actual costs incurred by the Station Company which arise from the Lessee's exercise of its option to utilize its own employees in the ticket-selling operations.

SECTION FIVE. Lessee, shall, for each month during the term of this Agreement, pay the Station Company on the first of that month an amount equal to one-twelfth of the total annual fixed fee of FOUR MILLION, EIGHT HUNDRED EIGHTY THOUSAND, FOUR HUNDRED EIGHTY-SIX DOLLARS AND NO/100 CENTS (\$4,880,486.00). Beginning July 1, 1984, and the first day of each October, January, April, and July thereafter during the Agreement term the amount of the fixed fee shall be adjusted by multiplying the fixed fee for the three months of the preceding quarter by a fraction, the numerator and denominator of which will be the Consumer Price Index, City of Chicago, for the month as indicated below:

For July, June (numerator) over March (denominator)

For October, September (numerator) over June (denominator)

For January, December (numerator) over September (denominator)

For April, March (numerator) over December (denominator)

Lessee shall also pay the Station Company all other amounts required pursuant to the other relevant provisions of this Agreement. Lessee and Station Company agree that in the event the Station Company

makes capital improvements in the Station and Facilities and property or in the event the Lessee increases its usage of the Station and Facilities and property pursuant to the terms of this Agreement Lessee shall be charged no additional fee and that such capital improvements and/or such increased usage shall not be a valid basis for any increase in the fixed fee set forth in this Section during the term of this Agreement.

SECTION SIX. The Station Company will provide to the Lessee copies of its income statement, operating costs and statistics of Station Company operations, or similar reports and statements as may be changed from time to time, which specifically relate to suburban passenger traffic, and which may be reasonably requested by the Lessee.

SECTION SEVEN. The Station Company may make capital improvements (renewals in kind or other physical changes, modifications, development, or redevelopment) provided that the Station Company shall not make any such improvements which would unreasonably interfere with Lessee's suburban train operations. Prior to making any such improvements, Station Company shall give Lessee notice of the plans therefor, provide Lessee with copies thereof, including plans for interim operations during the construction period, and consult generally with Lessee on any aspects thereof which affect suburban train operations from the initial planning process through completion.

In the event the Lessee wishes to institute a capital improvement or change in the Station, Facilities or property, the Lessee shall obtain approval from the Station Company, which approval shall not be unreasonably withheld.

In the event the Lessee, with the prior written approval of the Station Company, causes capital improvement in the Station and Facilities and property which Station Company and Lessee agree will result in operating savings, all such operating savings will be subtracted from the yearly rental of the Lessee.

SECTION EIGHT. The Lessee agrees to pay all amounts due from it under Section Five for which the Station Company has rendered to the Lessee a bill upon the first day of each month. The Lessee agrees to pay all other sums due hereunder within thirty days after bills have been rendered by the Station Company. For purposes of this Agreement the first day of each month for all amounts due under Section Five and for which the Station Company has rendered a bill to the Lessee shall constitute the "due date" for such Section Five bills. All other sums due under this Agreement shall be paid by the Lessee within thirty days after bills have been rendered by the Station Company and such thirtieth day after a bill has been rendered by the Station Company to the Lessee shall constitute the "due date" for all other sums due under this Agreement. Payments shall not be delayed by reason of any dispute as to the correctness of the bills and it is agreed that any errors shall be promptly adjusted. The obligation of the Lessee to make all payments required by this Agreement is absolute and unconditional and if the Lessee fails to pay any sum due hereunder on or before the date on which the same shall become due, and such default shall continue for a period of thirty days, the Station Company may withhold from the ticket revenue collected by the Station Company on behalf of the Lessee an amount equal to what

the Lessee owes to the Station Company pursuant to this Agreement, and which the Lessee has failed to pay within thirty days from the due date and may withhold further amounts from the ticket revenue collected by the Station Company on behalf of the Lessee until the amounts due to the Station Company are current in accordance with other provisions of this Agreement. The amount withheld shall constitute payment of the amount due to the extent of the amount withheld.

The Station Company shall not withhold any such amount unless and until the Station Company gives to the Lessee, at least three business days prior to such withholding, a written notice which shall: (i) be signed by the principal operating officer of the Station Company; (ii) state that the Lessee has failed to make payments to the Station Company within thirty days of the due date; and (iii) specify the amounts which Lessee has failed to pay, the due dates by which such payments were to be made by the Lessee, the basis for claiming that the payment was to be made by the Lessee, and that the Lessee has failed to make such payments by such due dates.

SECTION NINE. If the Lessee fails to pay any sum due hereunder within thirty days after bills have been rendered or fails to perform or to comply with any other covenant or condition herein stipulated by it to be performed or complied with, and if, after such thirty day period, a written demand shall have been made by the Station Company, and if for a period of ninety days after such written demand such default in payment or in performance or compliance shall continue, and if (in the case of default

in payment) the aggregate amounts available to the Station Company, pursuant to Section Eight of this Agreement, are insufficient to cover such amount in default prior to the expiration of such ninety-day demand period, Station Company shall have the right to exclude the Lessee from the use of said Station, and upon notice thereof being given to the Lessee in writing, the rights of the Lessee shall thereupon be terminated and it shall be excluded from the use of said Station and Facilities and property. If so excluded under this Section, Lessee shall be entitled at any time after such exclusion to be reinstated to the use and enjoyment of all the rights and privileges granted to it hereunder, provided that it shall perform and comply with covenants and conditions of this Agreement. Lessee shall pay to the Station Company all sums for which it is in default plus interest at the greater of 9% per annum or 125% of the rate charged for the most recent date shown in the 20 G.O. Bonds Index of average municipal bond yields as published in the most recent edition of The Bond Buyer, published in New York, N.Y., at the time of execution of the Agreement. Such interest sums shall be calculated from the date of Lessee's default.

SECTION TEN. With respect to expenses incurred after the effective date of this Agreement for liabilities arising out of incidents occurring prior to the effective date of this Agreement, Lessee shall bear 66% of the expenses borne by the Station Company pursuant to Section Thirteen of the 1915 Operating Agreement, Section 10 of the 1982 Agreement between the Station Company and

Regional Transportation Authority, Section 12 of the 1971 Agreement between GM&O and the Station Company, and Section 11 of the 1975 Agreement between the Norfolk and Western Railway Company and the Station Company.

With respect to expenses incurred by the Station Company for liabilities arising out of incidents occurring on and after the effective date of this Agreement, the following shall apply:

The Station Company shall bear all loss, damage, and expense to persons and property arising from the acts or omissions of the officers, agents, and employees of the Station Company engaged in the administration, operation, maintenance, and renewal of the station and facilities; also loss by any unlawful act of any person whomsoever; and all sums so paid by the Station Company, including sums paid under the remaining paragraphs of Section Ten, shall be charged to the current expense of operation and maintenance, and 69.8% of such sums shall be charged and billed to Lessee.

All loss, damage and expense, to persons or property, arising from an act or omission of a sole employee of the Lessee, or to defects in the locomotives or cars in its possession, shall be borne by the Lessee.

In case of loss, damage, and expense to persons or property due to the acts or omissions of the sole employees of more than one of the railway companies using the station and facilities or to defects in locomotives or cars in their possession, each company so participating in the responsibility shall bear the

loss, damage and expense to and on its own trains, to its employees, and to persons and property in its care and custody, and they shall divide equally all loss, damage and expense to property or persons sustained by all other parties. All employees and property of the railroads operating trains listed in Exhibits A, C, and D shall be deemed to be employees and property of the Lessee under this Section Ten. All employees and property of Amtrak engaged in operating trains on the Station and Facilities and property shall be deemed to be employees of Amtrak under this Section Ten.

Loss, damage or injury to persons or property caused by the joint negligence of employees of the Station Company and of one or more of the railway companies using the station and facilities shall be equally divided between the companies participating in the responsibility.

All other loss, damage and expense shall be charged to the current expense for operation and maintenance and shall be divided between the Station Company and Lessee in accordance with this Section.

SECTION ELEVEN. The Station Company shall keep the Station and Facilities and property adequately insured, and the Lessee and the Station Company agree that such cost of insurance shall be included in the fixed fee set forth in Section Five. The Station Company shall cause its insurance carrier to issue an endorsement to the Station Company's applicable insurance policies requiring the Station Company's insurance carrier to provide the Lessee with sixty days written notice of cancellation of the Station Company's

applicable insurance policies. In the event of a total or partial destruction of the Station and Facilities and property by fire or other causes not covered by Section Ten, a station or facility shall be furnished by the Station Company without cost to the Lessee.

SECTION TWELVE. It is agreed that the Station Company reserves the right to admit other railway companies to the common use of the Station and Facilities and property as long as such extended operations would not interfere with any of the Lessee's operations.

SECTION THIRTEEN. In case of any difference or dispute as to the construction or interpretation of this Agreement upon which the parties are unable to agree, the matter concerning to which there is a controversy shall be submitted to three competent arbitrators, one of whom shall be appointed by the Station Company and one of whom shall be appointed by the Lessee. The two so appointed shall select a third disinterested and competent person and the decision of this Board or of a majority shall be final and conclusive between the parties.

Should one of the parties neglect to appoint an arbitrator as aforesaid, for the period of twenty days after written notice to make such appointment, then and in that event the other party shall select another competent person and these shall select an additional competent disinterested person and the three chosen shall hear and decide such differences, and their decision, or that of a majority, shall be final and conclusive between the parties.

In case the two arbitrators, chosen in either of said ways, fail to agree within thirty days on a third arbitrator, then the third arbitrator shall be appointed by the New York Regional Director of the American Arbitration Association and the three so chosen shall hear and decide such differences, and their decision or that of a majority, shall be final and conclusive between the parties.

The Lessee shall be responsible for and assume only the expense of the arbitrator acting on its behalf, one-half of the expense of the third arbitrator, and one-half of the fee charged by the American Arbitration Association. The Lessee shall not be charged with any part of the Station Company's proportion of the expense of arbitration.

SECTION FOURTEEN. The covenants of this Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their successors, lessees, grantees, and assigns. If the Lessee shall merge or consolidate with, acquire or be acquired by, sell substantially all of its assets to, or purchase substantially all of the assets of another railway company or companies, the Lessee covenants and agrees that the new or existing company or companies remaining after such transaction shall be liable to make all payments and to perform all obligations which would be obligatory upon the original Lessee if such transaction had not taken place and the said company or companies shall likewise succeed to all the rights, privileges and advantages of the Lessee hereunder.

In the event of a transfer of the Lessee's train operations to any governmental unit or authority, including any transportation district or authority, the Lessee and Station Company agree that such transferee shall be solely liable to make all payments and to perform all obligations which would be obligatory upon the Lessee as if such transaction had not taken place and the said transferee shall likewise succeed to all the rights, privileges, and advantages of the Lessee hereunder.

SECTION FIFTEEN. The Lessee shall, for the term of this Agreement, provide free transportation on its commuter services to the employees of the Station Company entitled to such free transportation on the effective date of this Agreement.

SECTION SIXTEEN. This Agreement shall be effective as of May 1, 1984.

SECTION SEVENTEEN. On or before July 1, 1988, the parties hereto shall enter into negotiations for a new lease agreement mutually acceptable to both parties. However, if the parties do not agree upon the terms and conditions of a mutually acceptable new lease agreement by January 1, 1989, the issues in dispute between the parties shall be submitted to arbitration pursuant to the provisions set forth in Section Thirteen of this Agreement, which arbitration panel shall determine just and reasonable terms and conditions for the Lessee's use of the Station and facilities and property. All decisions reached of the arbitration panel shall be applied retroactively to April 1, 1989. The findings resulting from the arbitration procedure shall be final and conclusive as to those issues submitted to arbitration by the parties

and shall be incorporated into the new lease agreement taking effect upon the termination of this Agreement on April 1, 1989; provided, however, the Lessee shall, at any time, after the decision of the arbitration panel pursuant to this Section, have the absolute right to terminate the agreement by providing the Station Company with written notice of Lessee's termination thirty days prior to the effective date of such termination and provided further that the Lessee vacates the Station and Facilities and property on or before the effective date of termination.

SECTION EIGHTEEN. The parties hereto agree that all rights and obligations under this Agreement shall survive the corporate life of the Station Company and shall inure to the assignees and successors of the parties.

SECTION NINETEEN. The Station Company and the Lessee agree that the Lessee has the absolute right to sublease all or any portion of the rights under this Agreement a) to any publicly owned commuter rail corporation or transit agency or b) to any privately owned provider of commuter rail transportation so long as such sublessee complies with the terms and conditions governing the Lessee under this Agreement. The sublease of any portion of the Lessee's rights under this Agreement shall not in any way alter or modify the rights, obligations, or responsibilities the Lessee owes to the Station Company by virtue of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized, as of the day and year first above-written.

(Corporate Seal)

ATTEST:

Richard R. Witt
Acting Secretary

CHICAGO UNION STATION COMPANY

By:

Don R. Brajer

NORTHEAST ILLINOIS REGIONAL
COMMUTER RAILROAD CORPORATION

ATTEST:

Edmund J. Wally
SECRETARY

By:

J. E. Cole

MAY 2 1984

MONDAY THROUGH FRIDAY — EASTBOUND

200	202	204	206	208	210	212	214	216	218	220	222	224	226	228	230	232	234	236	238		240	242	244	246	248	250	252	254	256	258	260	262	264	266
AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	Lv.	AM	AM	AM	AM	AM	PM	PM	PM	PM	PM	PM	PM	PM	PM
6:40	6:40	6:58	6:10	6:19	6:32	6:44	6:56	7:08	7:20	7:30	7:40	7:50	8:00	8:10	8:20	8:30	8:40	8:50	9:00	Lv.	7:45	8:05	9:05	10:05	11:30	1:25	3:05	4:05	5:05	6:05	7:05	9:05	10:40	
6:16	6:51	6:59	6:10	6:27	6:37	6:48	6:58	7:08	7:18	7:28	7:38	7:48	7:58	8:08	8:18	8:28	8:38	8:48	8:58	West End (N passengers)	7:55	8:15	9:15	10:15	11:40	1:35	3:15	4:15	5:15	6:15	7:15	9:15	10:50	
6:19	6:57	6:17	6:35	6:45	6:51	6:58	7:05	7:12	7:19	7:26	7:33	7:40	7:47	7:54	8:01	8:08	8:15	8:22	8:29	Naperville	8:02	8:21	9:21	10:20	11:45	1:40	3:20	4:20	5:20	6:20	7:20	9:20	10:55	
6:16	6:00	6:18	6:36	6:44	6:50	6:56	7:02	7:08	7:14	7:20	7:26	7:32	7:38	7:44	7:50	7:56	8:02	8:08	8:14	Belmont	8:06	8:24	9:24	10:23	11:48	1:43	3:23	4:23	5:23	6:23	7:23	9:23	10:58	
6:21	6:03	6:22	6:42	6:51	7:01	7:10	7:19	7:28	7:37	7:46	7:55	8:04	8:13	8:22	8:31	8:40	8:49	8:58	9:07	Downers Grove, Main St.	8:10	8:27	9:27	10:26	11:51	1:46	3:26	4:26	5:26	6:26	7:26	9:26	11:01	
6:24	6:05	6:24	6:44	6:53	7:03	7:12	7:21	7:30	7:39	7:48	7:57	8:06	8:15	8:24	8:33	8:42	8:51	9:00	9:09	Downers Grove, Fairview Ave.	8:04	8:29	9:29	10:28	11:53	1:48	3:28	4:28	5:28	6:28	7:28	9:28	11:03	
6:26	6:07	6:26	6:46	6:55	7:05	7:14	7:23	7:32	7:41	7:50	7:59	8:08	8:17	8:26	8:35	8:44	8:53	9:02	9:11	Westmont	8:07	8:32	9:32	10:30	11:55	1:50	3:30	4:30	5:30	6:30	7:30	9:30	11:05	
6:28	6:10	6:29	6:49	6:58	7:08	7:17	7:26	7:35	7:44	7:53	8:02	8:11	8:20	8:29	8:38	8:47	8:56	9:05	9:14	Clarendon Hills	8:15	8:35	9:35	10:32	11:57	1:52	3:32	4:32	5:32	6:32	7:32	9:32	11:07	
6:30	6:12	6:31	6:51	7:00	7:10	7:19	7:28	7:37	7:46	7:55	8:04	8:13	8:22	8:31	8:40	8:49	8:58	9:07	9:16	West Hinsdale	8:17	8:37	9:37	10:34	12:00	1:55	3:35	4:35	5:35	6:35	7:35	9:35	11:10	
6:32	6:14	6:33	6:53	7:02	7:12	7:21	7:30	7:39	7:48	7:57	8:06	8:15	8:24	8:33	8:42	8:51	9:00	9:09	9:18	Hinsdale	8:20	8:39	9:38	10:35	12:00	1:55	3:35	4:35	5:35	6:35	7:35	9:35	11:09	
6:34	6:16	6:35	6:55	7:04	7:14	7:23	7:32	7:41	7:50	7:59	8:08	8:17	8:26	8:35	8:44	8:53	9:02	9:11	9:20	Highlands	8:12	8:31	9:31	10:38	12:03	1:58	3:38	4:38	5:38	6:38	7:38	9:38	11:12	
6:36	6:18	6:37	6:57	7:06	7:16	7:25	7:34	7:43	7:52	8:01	8:10	8:19	8:28	8:37	8:46	8:55	9:04	9:13	9:22	Western Springs	8:15	8:42	9:41	10:38	12:03	1:58	3:38	4:38	5:38	6:38	7:38	9:38	11:12	
6:38	6:21	6:39	6:56	7:05	7:15	7:24	7:33	7:42	7:51	8:00	8:09	8:18	8:27	8:36	8:45	8:54	9:03	9:12	9:21	La Grange, Stone Ave.	8:18	8:45	9:44	10:41	12:06	2:01	3:41	4:41	5:41	6:40	7:40	9:40	11:14	
6:40	6:23	6:41	6:59	7:08	7:18	7:27	7:36	7:45	7:54	8:03	8:12	8:21	8:30	8:39	8:48	8:57	9:06	9:15	9:24	La Grange, La Grange Rd.	8:21	8:47	9:46	10:43	12:08	2:03	3:43	4:43	5:43	6:42	7:42	9:42	11:16	
6:42	6:25	6:43	7:01	7:10	7:19	7:28	7:37	7:46	7:55	8:04	8:13	8:22	8:31	8:40	8:49	8:58	9:07	9:16	9:25	Congress Park	8:24	8:50	9:49	10:46	12:11	2:06	3:46	4:46	5:46	6:45	7:45	9:45	11:19	
6:44	6:27	6:44	7:02	7:11	7:20	7:29	7:38	7:47	7:56	8:05	8:14	8:23	8:32	8:41	8:50	8:59	9:08	9:17	9:26	Brookfield	8:26	8:52	9:51	10:48	12:13	2:08	3:48	4:48	5:48	6:47	7:47	9:47	11:21	
6:46	6:29	6:46	7:04	7:13	7:22	7:31	7:40	7:49	7:58	8:07	8:16	8:25	8:34	8:43	8:52	9:01	9:10	9:19	9:28	Hollywood (through old Zion)	8:28	8:54	9:53	10:50	12:15	2:10	3:50	4:50	5:50	6:49	7:49	9:49	11:23	
6:48	6:31	6:49	7:07	7:16	7:25	7:34	7:43	7:52	8:01	8:10	8:19	8:28	8:37	8:46	8:55	9:04	9:13	9:22	9:31	Riverside	8:30	8:56	9:55	10:52	12:17	2:12	3:52	4:52	5:52	6:51	7:51	9:51	11:25	
6:50	6:33	6:52	7:10	7:19	7:28	7:37	7:46	7:55	8:04	8:13	8:22	8:31	8:40	8:49	8:58	9:07	9:16	9:25	9:34	Harlem Ave.	8:32	8:58	9:57	10:54	12:19	2:14	3:54	4:54	5:54	6:53	7:53	9:53	11:27	
6:52	6:36	6:54	7:12	7:21	7:30	7:39	7:48	7:57	8:06	8:15	8:24	8:33	8:42	8:51	9:00	9:09	9:18	9:27	9:36	Barwyn	8:34	9:00	9:59	10:56	12:21	2:16	3:56	4:56	5:56	6:55	7:55	9:55	11:29	
6:54	6:38	6:56	7:14	7:23	7:32	7:41	7:50	7:59	8:08	8:17	8:26	8:35	8:44	8:53	9:02	9:11	9:20	9:29	9:38	La Vergne	8:36	9:02	10:01	10:58	12:23	2:18	3:58	4:58	5:58	6:57	7:57	9:57	11:31	
6:56	6:40	6:59	7:17	7:26	7:35	7:44	7:53	8:02	8:11	8:20	8:29	8:38	8:47	8:56	9:05	9:14	9:23	9:32	9:41	Cicero	8:38	9:04	10:03	11:00	12:25	2:20	4:00	5:00	6:00	6:59	7:59	9:59	11:33	
6:58	6:42	7:01	7:19	7:28	7:37	7:46	7:55	8:04	8:13	8:22	8:31	8:40	8:49	8:58	9:07	9:16	9:25	9:34	9:43	CHICAGO	8:40	9:06	10:05	11:02	12:27	2:22	4:02	5:02	6:02	7:01	8:01	10:01	11:35	
6:01	6:48	7:01	7:19	7:28	7:37	7:46	7:55	8:04	8:13	8:22	8:31	8:40	8:49	8:58	9:07	9:16	9:25	9:34	9:43	Western Ave.	8:42	9:08	10:07	11:04	12:29	2:24	4:04	5:04	6:04	7:03	8:03	10:03	11:37	
6:03	6:52	7:05	7:23	7:32	7:41	7:50	7:59	8:08	8:17	8:26	8:35	8:44	8:53	9:02	9:11	9:20	9:29	9:38	9:47	Halsted St. (at 16th)	8:44	9:10	10:09	11:06	12:31	2:26	4:06	5:06	6:06	7:05	8:05	10:05	11:39	
6:05	7:00	7:15	7:18	7:21	7:24	7:27	7:30	7:33	7:36	7:39	7:42	7:45	7:48	7:51	7:54	7:57	8:00	8:03	8:06	Union Station	8:46	9:12	10:11	11:08	12:33	2:28	4:08	5:08	6:08	7:07	8:07	10:07	11:41	
AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	Ar.	AM	AM	AM	AM	AM	PM	PM	PM	PM	PM	PM	PM	PM	PM
6:13	7:00	7:15	7:18	7:21	7:24	7:27	7:30	7:33	7:36	7:39	7:42	7:45	7:48	7:51	7:54	7:57	8:00	8:03	8:06	Ar.	8:48	9:14	10:13	11:10	12:35	2:30	4:10	5:10	6:10	7:09	8:09	10:09	11:43	

New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas, trains will ~~run~~ on Sunday Schedule.

SATURDAY ONLY — EASTBOUND

← SATURDAY ONLY — EASTBOUND →															← SUNDAY ONLY — EASTBOUND →															
				302	304	306	308	310	312	314	316	318	320	322					306	312	314	316	318	320	322					
				AM	AM	AM	AM	AM	AM	AM	PM	PM	PM	PM	Lv.	Aurora		Lv.	AM	AM	AM	PM	PM	PM	PM					
				6:05	6:45	7:05	7:45	8:05	9:07	11:05	1:05	3:30	6:00	8:30	West End (No passengers)				7:05	9:05	11:05	1:05	3:30	6:00	8:30					
				6:15	6:55	7:15	7:55	8:15	9:15	11:15	1:15	3:40	6:10	8:10	Naperville				7:15	9:15	11:15	1:15	3:40	6:10	8:10					
				6:20	7:00	7:20	8:00	8:20	9:20	11:20	1:20	3:45	6:15	8:15	Lisle				7:20	9:20	11:20	1:20	3:45	6:15	8:15					
				6:24	7:04	7:24	8:04	8:24	9:24	11:24	1:24	3:48	6:18	8:18	Downers Grove, Main St.				7:24	9:24	11:24	1:24	3:48	6:18	8:18					
				6:26	7:06	7:26	8:06	8:26	9:26	11:26	1:26	3:51	6:21	8:21	Downers Grove, Fairview Ave.				7:26	9:26	11:26	1:26	3:51	6:21	8:21					
				6:28	7:08	7:28	8:08	8:28	9:28	11:28	1:28	3:53	6:23	8:23	Westmont				7:30	9:30	11:30	1:30	3:55	6:25	8:25					
				6:30	7:09	7:30	8:09	8:30	9:30	11:30	1:30	3:55	6:25	8:25	Clarendon Hills				7:30	9:30	11:30	1:30	3:55	6:25	8:25					
				6:32	7:11	7:32	8:11	8:32	9:32	11:32	1:32	3:57	6:27	8:27	West Hinsdale				7:32	9:32	11:32	1:32	3:57	6:27	8:27					
				6:35	7:14	7:35	8:14	8:35	9:35	11:35	1:35	4:00	6:30	8:30	Hinsdale				7:35	9:35	11:35	1:35	4:00	6:30	8:30					
				6:38	7:17	7:38	8:17	8:38	9:38	11:38	1:38	4:03	6:33	8:33	Highlands				7:38	9:38	11:38	1:38	4:03	6:33	8:33					
				6:40	7:40	7:40	8:40	8:40	9:40	11:40	1:40	4:05	6:35	8:35	Western Springs				7:40	9:40	11:40	1:40	4:05	6:35	8:35					
				6:42	7:20	7:42	8:20	8:42	9:42	11:42	1:42	4:07	6:37	8:37	La Grange, Stone Ave.				7:42	9:42	11:42	1:42	4:07	6:37	8:37					
				6:45	7:23	7:45	8:23	8:45	9:45	11:45	1:45	4:10	6:40	8:40	La Grange, Le Grange Road				7:45	9:45	11:45	1:45	4:10	6:40	8:40					
				6:48	7:26	7:48	8:26	8:48	9:48	11:48	1:48	4:14	6:43	8:43	Congress Park				7:48	9:48	11:48	1:48	4:14	6:43	8:43					
				6:50	7:50	7:50	8:50	8:50	9:51	11:51	1:51	4:16	6:45	8:45	Bruckfield				7:47	9:47	11:47	1:47	4:12							
				6:52	7:29	7:52	8:29	8:52	9:53	11:53	1:53	4:18	6:47	8:47	Hollywood (Hawthornfield Zoo)				7:48	9:49	11:49	1:49	4:14	6:43	8:43					
				6:54	7:54	7:54	8:54	8:54	9:55	11:55	1:55	4:20	6:49	8:49	Riverside				7:50	9:51	11:51	1:51	4:16	6:45	8:45					
				6:57	7:57	7:57	8:57	8:57	9:58	11:58	1:58	4:23	6:52	8:52	Harlem Ave.				7:52	9:53	11:53	1:53	4:18	6:47	8:47					
				6:54	7:54	7:54	8:54	8:54	9:55	11:55	1:55	4:20	6:49	8:49	Berwyn				7:51	9:55	11:55	1:55	4:20	6:49	8:49					
				6:57	7:57	7:57	8:57	8:57	9:58	11:58	1:58	4:23	6:52	8:52	La Vergne				7:57	9:58	11:58	1:58	4:23	6:51	8:51					
				6:54	7:54	7:54	8:54	8:54	9:55	11:55	1:55	4:20	6:49	8:49	Cicero				7:51	9:55	11:55	1:55	4:20	6:49	8:49					
				6:57	7:57	7:57	8:57	8:57	9:58	11:58	1:58	4:23	6:52	8:52	CHICAGO				7:57	9:58	11:58	1:58	4:23	6:51	8:51					
				7:02	8:02	8:02	9:02	10:03	12:03	2:03	4:28	6:57	9:27	Western Ave.				8:02	10:03	12:03	2:03	4:28	6:57	9:27						
				7:02	8:02	8:02	9:02	10:03	12:03	2:03	4:28	6:57	9:27	Halsted St. (at 16th)				8:02	10:03	12:03	2:03	4:28	6:57	9:27						

← SUNDAY ONLY — EASTBOUND

Exhibit A
Burlington

[illegible]

■ The seafarers will arrive and depart from the center platform at Western Avenue.

New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas, trains will run on Sunday Schedule. Special Afternoon Schedules in effect Christmas Eve and New Year's Eve. Consult Agent for details.

[illegible]



Northeast Illinois Railroad Corporation

MILWAUKEE DISTRICT
NORTH LINE

Commuter Timetable



FROM CHICAGO

WEEKDAYS (MONDAY through FRIDAY)

FROM CHICAGO

		2103	2106	2111	2113	2115	2117	2121	2123	2125	2127	2129	2131	2133	2135	2137	2139	2141	2143	2145	2147
UNION STATION	Miles	AM	AM	AM	AM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	AM
Western Ave	00	6:38	8:35	9:50	11:05	12:25	2:25	3:55	4:33	4:42	4:48	4:48	5:08	5:20	5:25	5:48	5:55	6:20	6:40	7:05	12:25
Healy	29	8:46	8:43	9:58	11:13	12:33	2:33	4:03	4:40	...	4:54	4:56	...	...	5:33	5:59	6:03	7:03	8:27	10:13	12:33
Grayland	64	8:51	8:48	10:04	11:18	12:38	2:38	4:08	...	4:54	4:50	5:01	...	...	5:38	6:01	6:08	7:08	8:33	10:18	12:38
Mayfair	82	8:54	8:51	10:07	11:21	12:41	...	4:11	...	...	...	5:04	...	...	5:41	...	6:11	7:11	8:35	...	12:41
Forest Glen	90	8:56	8:53	10:09	11:23	12:43	...	4:13	...	...	...	5:06	...	...	5:43	...	6:13	7:13	8:37	...	12:43
Edgebrook	102	8:59	8:56	10:12	11:26	12:46	...	4:16	...	...	...	5:09	...	...	5:46	...	6:16	7:16	8:40	10:24	12:46
Monon Grove	118	9:02	8:59	10:15	11:29	12:49	2:49	4:19	...	...	...	5:12	...	...	5:49	...	6:19	7:19	8:43	10:27	12:49
Golf	143	9:06	9:03	10:19	11:33	12:53	2:49	4:24	4:55	...	...	5:17	...	...	5:54	...	6:24	7:24	8:47	10:32	12:53
Glenview	182	9:09	9:06	10:22	11:36	12:56	2:51	4:27	4:58	...	...	5:20	...	...	5:57	...	6:27	7:27	8:50	10:35	12:56
Northbrook	174	9:12	9:09	10:25	11:39	12:59	2:54	4:30	5:01	...	...	5:12	5:23	5:34	5:43	6:00	6:14	7:30	8:53	10:33	12:59
Deerfield	209	9:17	9:14	10:31	11:44	1:04	2:59	4:35	5:05	5:10	...	5:27	5:38	5:48	6:01	6:20	6:35	7:35	8:58	10:44	1:05
Lake Forest	233	9:23	9:20	10:36	11:49	1:09	3:04	4:40	5:10	...	...	5:21	5:32	5:44	5:54	6:09	6:25	7:40	9:04	10:48	1:09
Rondout	280	9:25	9:22	10:41	11:54	1:14	3:09	4:45	...	...	...	5:50	...	...	6:14	6:31	...	7:45	9:08	10:54	1:14
Libertyville	323	9:30	9:27	10:46	12:00	1:19	3:15	4:50	...	...	...	...	...	...	6:20	6:37	...	7:50	...	...	1:19
Grays Lake	355	9:35	9:32	10:51	12:05	1:24	3:20	4:58	5:24	5:29	5:35	...	6:06	6:08	6:25	6:42	...	7:56	9:20	11:04	1:24
Round Lake	410	9:42	9:39	10:58	12:12	1:31	3:27	5:04	5:32	...	...	...	6:07	6:16	6:33	6:50	...	8:04	9:27	11:12	1:31
Long Lake	440	9:46	9:43	11:02	12:16	1:35	3:31	5:09	5:37	5:41	5:48	...	6:11	6:21	6:38	6:55	...	8:09	9:31	11:17	1:36
Wilson Road	460	9:50	9:47	11:06	12:20	1:39	3:34	5:12	...	...	...	...	...	6:24	6:41	6:58	...	8:12	9:35	11:20	1:40
Ingleside	470	9:53	9:50	11:09	12:22	1:42	3:37	5:15	...	...	...	...	...	...	6:44	7:01	...	8:15	9:37	11:22	1:42
FOX LAKE	478	...	...	11:11	...	1:44	3:40	5:18	...	...	...	...	...	...	6:47	7:04	...	8:18	9:40	...	...
	495	...	...	10:06	11:15	12:30	1:50	3:45	5:23	5:45	5:50	6:01	6:21	6:33	6:53	7:10	...	8:23	9:45	11:26	1:47
		AM	AM	AM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	AM

Bold Face Type Indicates PM/Light Face Type Indicates AM

TO CHICAGO

WEEKDAYS (MONDAY through FRIDAY)

TO CHICAGO

	2100	2102	2104	2106	2108	2110	2112	2114	2116	2118	2120	2124	2126	2128	2130	2132	2136	2138	2140	2142	2146
	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	PM	PM	PM	PM	PM	PM	PM
FOX LAKE	5:02	5:35	6:10	6:24	6:40	6:50	6:59		7:12	7:25		8:12	10:12	11:25	12:45	2:12	4:12	...	7:12	8:50	
Ingleside	5:05	5:38			6:43							8:15	10:15	11:28	12:48	2:15	4:15	...	7:15	...	
Wilson Road	5:07	5:40			6:45				7:16			8:17	10:17	11:30	12:50	2:17	4:17	...	7:17	9:54	
Long Lake	5:10	5:43	6:15		6:47		7:04		7:19			8:20	10:20	11:33	12:53	2:20	4:20	...	7:20	9:57	
Round Lake	5:14	5:47	6:18	6:30	6:53	6:57	7:07		7:32	7:42		8:24	10:24	11:37	12:57	2:24	4:24	...	7:24	10:01	
Grays Lake	5:19	5:52		6:35			7:11		7:26			8:29	10:29	11:42	1:02	2:29	4:29	...	7:29	10:05	
Libertyville	5:26	5:59	6:28	6:42	6:59	7:07			7:32	7:42		8:36	10:36	11:49	1:09	2:36	4:36	...	7:36	10:13	
Rondout	5:32	6:05			7:05							8:41	10:41	11:54	1:14	2:41	...	...	7:41	10:17	
Lake Forest	5:37	6:10			7:10		7:27		7:43			8:46	10:46	11:59	1:19	2:48	4:48	...	7:46	10:23	
Deerfield	5:42	6:15	6:43	6:57	7:15		7:32	7:35	7:48	7:57	8:08	8:52	10:52	12:05	1:25	2:52	4:52	5:52	6:52	7:52	10:28
Northbrook	5:47	6:20	6:48	7:01	7:19	7:25	7:40	7:45	7:52		8:13	8:57	10:57	12:10	1:30	2:57	4:57	5:57	6:57	7:57	10:33
Glenview	5:52	6:25	6:54	7:07		7:32	7:40	7:45	7:58		8:18	9:03	11:03	12:16	1:36	3:03	5:03	6:03	7:03	8:03	10:39
Golf	5:55	6:29	6:57		7:25			7:48			8:21	9:06	11:06	12:19	1:39	3:06	5:06	6:06	...	8:06	10:42
Monon Grove	5:58	6:32	7:00	7:11		7:36	7:44	7:50		8:09	8:24	9:09	11:09	12:22	1:42	3:09	5:09	6:09	7:09	8:09	10:45
Forest Glen	6:03	6:37	7:05	7:14			7:48	7:53	8:06		8:27	9:14	11:14	12:27	1:47	3:14	5:14	6:14	7:14	8:14	10:49
Mayfair	6:06	6:40	7:08		7:33			7:56			8:32	9:17	11:17	12:30	1:50	3:17	5:17	6:17	...	8:17	10:53
Grayland	6:09	6:43	7:11		7:36			7:58				9:20	11:20	12:33	1:53	3:20	5:20	6:20	...	8:20	10:56
Healy	6:11	6:45	7:14		7:39			8:00				9:22	11:22	12:35	1:55	3:22	5:22	6:22	...	8:22	10:58
Western Ave	6:15	6:49	7:17	7:22	7:43	7:49	7:55	8:03	8:15	8:21	8:37	9:25	11:25	12:38	1:58	3:25	5:25	6:25	...	8:25	11:01
UNION STATION	6:20	6:53	7:22	7:27	7:48	7:54	8:00	8:08	8:19	8:26	8:42	9:30	11:30	12:43	2:03	3:30	5:30	6:30	7:25	8:30	11:06
	6:30	7:03	7:33	7:38	8:00	8:07	8:16	8:20	8:30	8:37	8:52	9:40	11:40	12:53	2:13	3:40	5:40	6:40	7:35	8:40	11:11
												AM	AM	PM	PM	PM	PM	PM	PM	PM	PM

TO CHICAGO

SATURDAYS

TO CHICAGO
SUNDAYS AND HOLIDAYS

	2100	2602	2604	2126	2606	2132	2136	2142	2146	2602	2126	2132	2136	2142	2146
FOX LAKE	AM	AM	AM	AM	PM	PM	PM	PM	PM	AM	AM	PM	PM	PM	PM
Ingleside	5:02	6:49	7:48	10:12	12:12	2:12	4:12	7:12	8:50	6:49	10:12	2:12	4:12	7:12	8:50
Wilson Road	5:05	6:52	...	10:15	12:15	2:15	4:15	7:15	...	6:52	10:15	2:15	4:15	7:15	...
Long Lake	5:07	6:54	...	10:17	12:17	2:17	4:17	7:17	9:54	6:54	10:17	2:17	4:17	7:17	9:54
Round Lake	5:10	6:57	...	10:20	12:20	2:20	4:20	7:20	9:57	6:57	10:20	2:20	4:20	7:20	9:57
Grays Lake	5:14	7:01	7:55	10:24	12:24	2:24	4:24	7:24	10:01	7:01	10:24	2:24	4:24	7:24	10:01
Libertyville	5:19	7:05	8:00	10:29	12:29	2:29	4:29	7:29	10:06	7:05	10:29	2:29	4:29	7:29	10:06
Rondout	5:26	7:12	8:06	10:36	12:36	2:36	4:36	7:36	10:13	7:12	10:36	2:36	4:36	7:36	10:13
Lake Forest	5:32	7:17	...	10:41	12:41	2:41	...	7:41	10:17	7:17	10:41	2:41	...	7:41	10:17
Deerfield	5:37	7:22	8:16	10:46	12:46	2:46	4:46	7:46	10:23	7:22	10:46	2:46	4:46	7:46	10:23
Northbrook	5:42	7:27	8:22	10:52	12:52	2:52	4:52	7:52	10:28	7:27	10:52	2:52	4:52	7:52	10:28
Glenview	5:47	7:31	8:27	10:57	12:57	2:57	4:57	7:57	10:33	7:31	10:57	2:57	4:57	7:57	10:33
Golf	5:52	7:37	8:32	11:03	1:03	3:03	5:03	8:03	10:39	7:37	11:03	3:03	5:03	8:03	10:39
Monon Grove	5:55	7:40	...	11:06	1:06	3:06	5:06	8:06	10:42	7:40	11:06	3:06	5:06	8:06	10:42
Forest Glen	5:58	7:43	8:37	11:09	1:09	3:09	5:09	8:09	10:45	7:43	11:09	3:09	5:09	8:09	10:45
Mayfair	6:03	7:47	8:42	11:14	1:14	3:14	5:14	8:14	10:49	7:47	11:14	3:14	5:14	8:14	10:49
Grayland	6:06	7:50	...	11:17	1:17	3:17	5:17	8:17	10:53	7:50	11:17	3:17	5:17	8:17	10:53
Healy	6:09	7:53	8:46	11:20	1:20	3:20	5:20	8:20	10:58	7:53	11:20	3:20	5:20	8:20	10:58
Western Ave	6:11	7:55	8:48	11:22	1:22	3:22	5:22	8:22	10:58	7:55	11:22	3:22	5:22	8:22	10:58
UNION STATION	6:15	7:58	8:50	11:25	1:25	3:25	5:25	8:25	11:01	7:58	11:25	3:25	5:25	8:25	11:01

000045



Northeast Illinois Railroad Corporation

MILWAUKEE DISTRICT
WEST LINE

Commuter Timetable



FROM CHICAGO ← WEEKDAYS (MONDAY through FRIDAY) → FROM CHICAGO

		2207	2209	2211	2213	2217	2219	2221	2223	2225	2227	2229	2231	2233	2235	2237	2239	2241	2243	2245	2247	2249	2251
	Miles	AM	AM	AM	AM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	AM
UNION STATION	00	6:30	7:15	8:00	9:35	12:35	1:50	2:40	3:40	4:10	4:35	4:55	5:10	5:17	5:22	5:35	6:05	6:35	7:50	9:15	10:35	12:15	
Western Ave	29	6:36			9:43	12:43	1:58	2:48	3:48	4:18	4:43	5:02	5:18	5:25	5:30	5:43	6:13	6:43	7:58	9:23	10:43	12:23	
Hennepin	59	6:44			9:48	12:48	2:04	2:53	3:54	4:23	4:48	5:07	5:23	5:30	5:38	5:49	6:19	6:49	8:03	9:28	10:49	12:29	
Cragin	70	6:46			9:50	12:50		2:55	3:57	4:26	4:52	5:11	5:27	5:34	5:42	5:52	6:22	6:52	8:06	9:31	10:52	12:31	
Hanson Park	77	6:48			9:52	12:52		2:57	3:59	4:28	4:54	5:13	5:29	5:36	5:44	5:54	6:24	6:54	8:08	9:33	10:55	12:33	
Galewood	86	6:50			9:54	12:54		2:58	4:01	4:30	4:56	5:15	5:31	5:38	5:46	5:56	6:26	6:56	8:11	9:35	10:57	12:35	
Marist	91	6:51		8:15	9:55	12:55		3:01	4:03	4:31	4:58	5:17	5:33	5:40	5:48	5:58	6:28	6:58	8:13	9:37	10:59	12:38	
Mont Clare	95	6:52			9:56	12:56		3:03	4:04	4:32	5:00	5:19	5:35	5:42	5:50	6:00	6:30	7:00	8:15	9:39	11:00	12:37	
Elmwood Park	102	6:54			9:58	12:58	2:10	3:05	4:08	4:35	5:02	5:21	5:37	5:44	5:52	6:02	6:32	7:02	8:17	9:41	11:02	12:39	
River Grove	114	6:56			10:01	1:01	2:13	3:08	4:10	4:38	5:05	5:24	5:40	5:47	5:55	6:05	6:35	7:05	8:20	9:44	11:04	12:41	
Franklin Park	132	6:59		8:21	10:05	1:05	2:17	3:12	4:13	4:41	5:08	5:27	5:43	5:50	5:58	6:08	6:38	7:08	8:23	9:47	11:07	12:44	
Mannheim	140	7:01			10:07	1:07		3:14	4:15	4:43	5:10	5:29	5:45	5:52	6:00	6:10	6:40	7:10	8:25	9:49	11:09	12:46	
Bensenville	172	7:07	7:40		10:13	1:13	2:22	3:20	4:22	4:50	5:15	5:31	5:38	5:46	5:54	6:04	6:34	7:04	8:19	9:43	11:03	12:52	
Wood Dale	191	7:10			10:16	1:16	2:25	3:23	4:25	4:53	5:18	5:34	5:41	5:49	5:57	6:07	6:37	7:07	8:22	9:46	11:06	12:55	
Itasca	210	7:13			10:19	1:19	2:28	3:28	4:28	4:56	5:21	5:37	5:44	5:52	6:02	6:12	6:42	7:12	8:27	9:51	11:11	12:58	
Midnight	230	7:16			10:22	1:22		3:29	4:31	5:00	5:25	5:41	5:48	5:56	6:06	6:16	6:46	7:16	8:31	9:55	11:15	13:01	
Roseme	239	7:19		8:35	10:25	1:25	2:34	3:32	4:35	5:03	5:28	5:44	5:51	6:00	6:10	6:40	7:10	8:25	9:49	11:09	12:50	13:04	
Schaumburg	265	7:21			10:27	1:27	2:36	3:34	4:37	5:05	5:30	5:46	5:53	6:02	6:12	6:42	7:12	8:27	9:51	11:11	12:52	13:06	
Hanover Park	284	7:25			10:32	1:32	2:41	3:39	4:42	5:10	5:35	5:51	5:58	6:07	6:17	6:47	7:17	8:32	9:56	11:16	12:57	13:11	
Bartlett	301	7:29			10:35	1:35	2:44	3:42	4:45	5:14	5:39	5:55	6:02	6:11	6:21	6:51	7:21	8:36	10:00	11:20	13:01	13:15	
Elgin	360	7:36			10:43	1:43	2:52	3:50	4:52	5:21	5:46	6:02	6:09	6:18	6:28	6:58	7:28	8:43	10:07	11:27	13:08	13:22	
ELGIN	368	7:45	8:50		10:50	1:50	2:57	3:57	4:57	5:27	5:52	6:08	6:15	6:25	6:35	7:05	7:35	8:50	10:14	11:34	13:15	13:29	

Bold Face Type Indicates PM/Light Face Type Indicates AM

FROM CHICAGO ← SATURDAYS → FROM CHICAGO → SUNDAYS and HOLIDAYS

	2207	2213	2217	2221	2225	2227	2231	2235	2237	2241	2243	2247	2251
UNION STATION	AM	AM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	AM
Western Ave	6:30	9:35	12:35	1:25	3:40	4:35	4:55	5:15	5:22	5:35	5:43	5:50	6:15
Hennepin	6:38	9:43	12:43	1:32	3:48	4:43	5:03	5:23	5:30	5:43	5:51	5:58	6:23
Cragin	6:44	9:48	12:48	1:38	3:54	4:49	5:09	5:29	5:36	5:49	5:57	6:04	6:29
Hanson Park	6:46	9:50	12:50	1:40	3:57	4:52	5:12	5:32	5:39	5:52	6:00	6:07	6:32
Galewood	6:48	9:52	12:52	1:42	3:58	4:53	5:13	5:33	5:40	5:53	6:01	6:08	6:33
Marist	6:50	9:54	12:54	1:44	4:01	4:56	5:16	5:36	5:43	5:56	6:04	6:11	6:36
Mont Clare	6:51	9:55	12:55	1:45	4:03	4:58	5:18	5:38	5:45	5:58	6:06	6:13	6:38
Elmwood Park	6:52	9:56	12:56	1:46	4:04	5:00	5:20	5:40	5:47	6:00	6:08	6:15	6:40
River Grove	6:54	9:58	12:58	1:48	4:06	5:02	5:22	5:42	5:49	6:02	6:10	6:17	6:42
Franklin Park	6:56	10:01	1:01	1:52	4:09	5:05	5:25	5:45	5:52	6:05	6:13	6:20	6:45
Mannheim	6:59	10:05	1:05	1:56	4:13	5:09	5:29	5:49	5:56	6:09	6:17	6:24	6:49
Bensenville	7:01	10:07	1:07	1:58	4:15	5:11	5:31	5:51	5:58	6:11	6:19	6:26	6:51
Wood Dale	7:07	10:13	1:13	2:04	4:22	5:18	5:38	5:58	6:05	6:18	6:26	6:33	6:58
Itasca	7:10	10:16	1:16	2:07	4:25	5:21	5:41	5:61	6:08	6:21	6:29	6:36	7:01
Midnight	7:13	10:19	1:19	2:10	4:28	5:24	5:44	5:64	6:11	6:24	6:32	6:39	7:04
Roseme	7:16	10:22	1:22	2:13	4:31	5:27	5:47	5:67	6:14	6:27	6:35	6:42	7:07
Schaumburg	7:19	10:25	1:25	2:16	4:35	5:31	5:51	5:71	6:18	6:31	6:39	6:46	7:11
Hanover Park	7:21	10:27	1:27	2:18	4:37	5:33	5:53	5:73	6:20	6:33	6:41	6:48	7:13
Bartlett	7:25	10:31	1:32	2:22	4:42	5:38	5:58	5:78	6:25	6:38	6:46	6:53	7:18

Exhibit A
NIRC - Milwaukee



Commuter Timetable

MILWAUKEE DISTRICT
WEST LINE

Northeast Illinois Railroad Corporation



Exhibit A
NIRC - Milwaukee

000049

	WEEKDAYS (MONDAY through FRIDAY)														TO CHICAGO	
	2200	2202	2204	2206	2208	2210	2212	2214	2216	2218	2220	2222	2224	2226	2228	2230
ELGIN	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM
Elgin/Williston	00	500	552	625	640	650	703	703	729	750	750	750	750	750	750	750
Barrett	06	502	554	627	642	652	705	705	731	752	752	752	752	752	752	752
Manor Park	65	510	602	634	642	650	705	713	738	758	758	758	758	758	758	758
Schumacher	82	512	605	637	645	653	708	715	741	762	762	762	762	762	762	762
Roselle	101	515	608	640	648	656	711	718	744	765	765	765	765	765	765	765
Medford	127	518	610	643	651	659	713	721	747	768	768	768	768	768	768	768
Itasca	136	520	612	645	653	661	715	723	750	771	771	771	771	771	771	771
Wood Dale	156	523	616	649	657	665	718	726	753	774	774	774	774	774	774	774
Bensenville	175	526	619	652	660	668	721	729	756	777	777	777	777	777	777	777
Manheim	194	529	622	655	663	671	724	732	759	780	780	780	780	780	780	780
Franklin Park	224	536	630	663	671	679	731	739	756	777	777	777	777	777	777	777
River Grove	252	541	634	667	675	683	735	743	756	777	777	777	777	777	777	777
Elmhurst Park	264	543	636	669	677	685	737	745	756	777	777	777	777	777	777	777
McMurtrei	271	545	638	671	679	687	739	747	756	777	777	777	777	777	777	777
Marist	275	546	640	673	681	689	741	749	756	777	777	777	777	777	777	777
Galewood	280	548	642	675	683	691	743	751	756	777	777	777	777	777	777	777
Hanson Park	289	550	644	677	685	693	745	753	756	777	777	777	777	777	777	777
Claremont	307	552	646	679	687	695	747	755	756	777	777	777	777	777	777	777
Westmont	337	564	656	689	697	705	759	767	756	777	777	777	777	777	777	777
Western Ave	366	515	708	735	745	750	755	802	805	828	834	855	1010	1220	320	415
At Union Station																

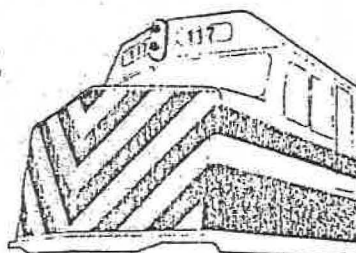
TO CHICAGO
SATURDAYS
TO CHICAGO
SUNDAYS AND HOLIDAYS

	SUNDAYS AND HOLIDAYS														TO CHICAGO	
	2200	2202	2214	2216	2218	2220	2222	2224	2226	2228	2230	2232	2234	2236	2238	2240
ELGIN	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM
Elgin/Williston	506	552	625	640	650	703	703	729	750	750	750	750	750	750	750	750
Barrett	502	554	627	642	652	705	705	731	752	752	752	752	752	752	752	752
Manor Park	510	602	634	642	650	705	713	738	758	758	758	758	758	758	758	758
Schumacher	513	605	637	645	653	708	715	741	762	762	762	762	762	762	762	762
Roselle	516	610	643	651	659	713	721	747	768	768	768	768	768	768	768	768
Medford	520	612	645	653	661	715	723	750	771	771	771	771	771	771	771	771
Wood Dale	523	616	649	657	665	718	726	753	774	774	774	774	774	774	774	774
Bensenville	526	619	652	660	668	721	729	756	777	777	777	777	777	777	777	777
Manheim	529	622	655	663	671	724	732	759	780	780	780	780	780	780	780	780
Franklin Park	536	630	663	671	679	731	739	756	777	777	777	777	777	777	777	777
River Grove	541	634	667	675	683	735	743	756	777	777	777	777	777	777	777	777
Elmhurst Park	543	636	669	677	685	737	745	756	777	777	777	777	777	777	777	777
McMurtrei	545	638	671	679	687	739	747	756	777	777	777	777	777	777	777	777
Marist	546	640	673	681	689	741	749	756	777	777	777	777	777	777	777	777
Galewood	548	642	675	683	691	743	751	756	777	777	777	777	777	777	777	777
Hanson Park	550	644	677	685	693	745	753	756	777	777	777	777	777	777	777	777
Claremont	552	646	679	687	695	747	755	756	777	777	777	777	777	777	777	777
Westmont	564	656	689	697	705	759	767	756	777	777	777	777	777	777	777	777
Western Ave	515	708	735	745	750	755	802	805	828	834	855	1010	1220	320	415	510
At Union Station																

2/1/74

Illinois Central Gulf

Joliet Line



Notes:
C—Trains will stop at 5th Street, Lockport, to receive and discharge passengers.

No. 17	No. 19	Stations
4:50pm	5:25pm	Chicago
4:58	5:33	Halsted
5:05	5:40	Brighton Park
5:10	5:45	Glenn
5:15	5:50	Summit
5:23	5:58	Willow Springs
5:33	6:08	Lemont
C	C	Lockport 5th
5:43	6:18	Lockport
5:55	6:30	Joliet

Southbound - Weekdays

Serving
Chicago
Halsted St.
Brighton Pk.
Glenn
Summit
Willow Springs
Lemont
Lockport
Joliet

Effective
July 1, 1981



Time:
Time shown herein is local times
A.M. times are shown in light
typeface P.M. times are shown in
dark typeface

Notes:
C—Trains will stop at 5th Street,
Lockport, to receive and discharge
passengers.

Weekdays - Northbound

Stations	No. 16	No. 18
Joliet	6:25am	7:05am
Lockport	6:31	7:11
Lockport 5th	C	C
Lemont	6:41	7:21
Willow Springs	6:51	7:31
Summit	7:00	7:40
Glenn	7:04	7:44
Brighton Park	7:12	7:52
Halsted	7:18	7:58
Chicago	7:30	8:10

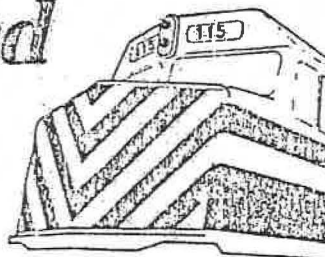
Illinois Central

000051

Weekdays—Northbound

MON.-FRI.	112	114
Orland Park	6:30am	7:05am
Palos Park	6:36	7:11
Worth	6:40	7:15
Chicago Rge.	6:43	7:18
Oak Lawn	6:49	7:24
Ashburn	6:55	7:30
Landers	6:58	7:33
Western Ave.	7:01	7:36
Chicago	7:32	8:07

Norfolk & Western Orland Park Line



Serving
Chicago
Western Ave.
Landers
Ashburn
Oak Lawn
Chicago Ridge
Worth
Palos Park
Orland Park

Effective
June 6, 1981

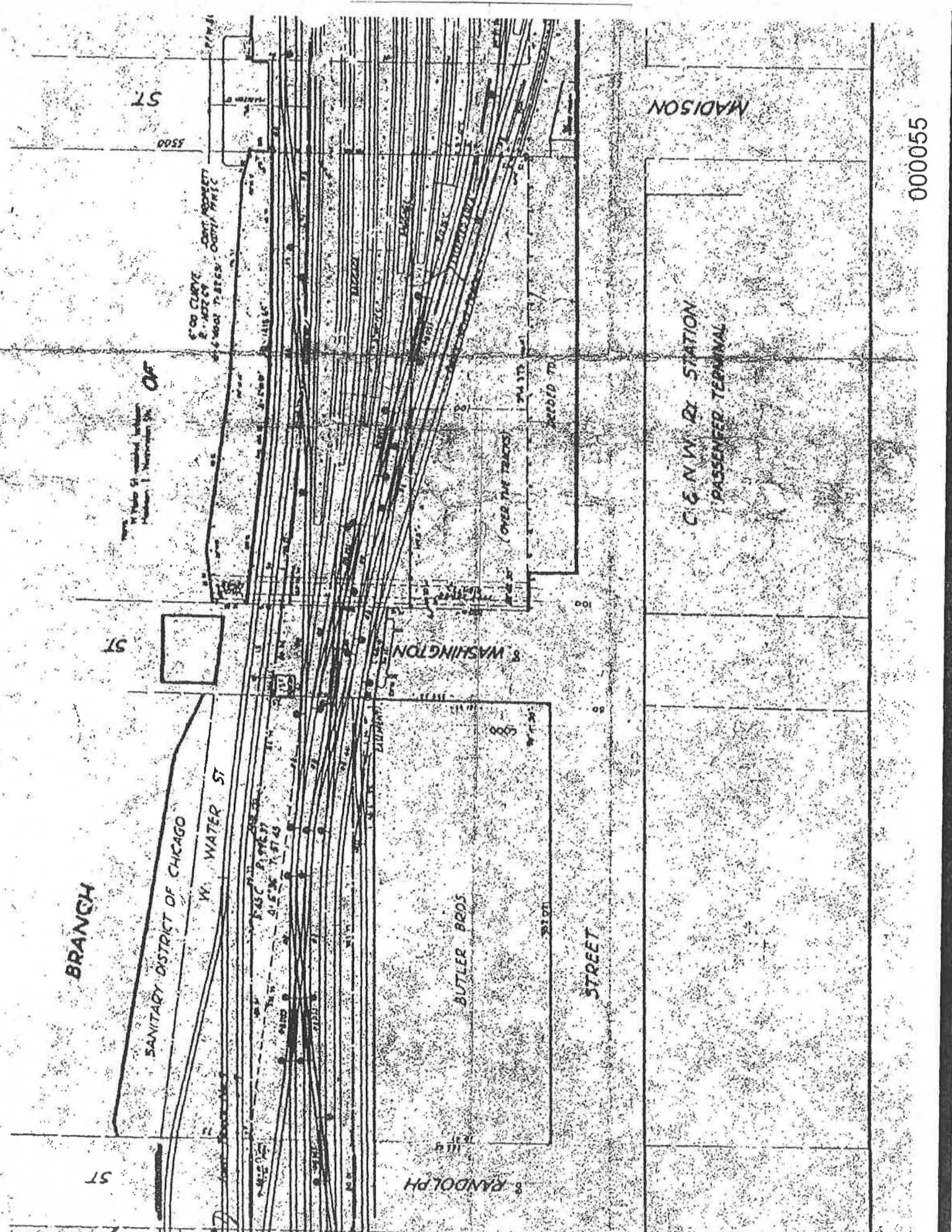


113	115	MON.-FRI.
4:57 5:01pm	5:30pm	Chicago
5:27	6:02	Western Ave.
5:29	6:04	Landers
5:33	6:08	Ashburn
5:37	6:12	Oak Lawn
5:40	6:15	Chicago Rge.
5:43	6:18	Worth
5:47	6:22	Palos Park
5:57	6:32	Orland Park

Southbound—Weekdays

Exhibit A
Norfolk & Western

000053



000055

Nº 2

PENNSYLVANIA RR POLK ST.

P.O. VIADUCT

TRACK NO. 1

PLATFORM

SIGNAL TOWER

C&D INBOUND FREIGHT HOUSE

BURLINGTON FREIGHT HOUSE

C&D OUTBOUND FREIGHT HOUSE

CONCRETE PLATFORM

CANAL ELEV. 10'

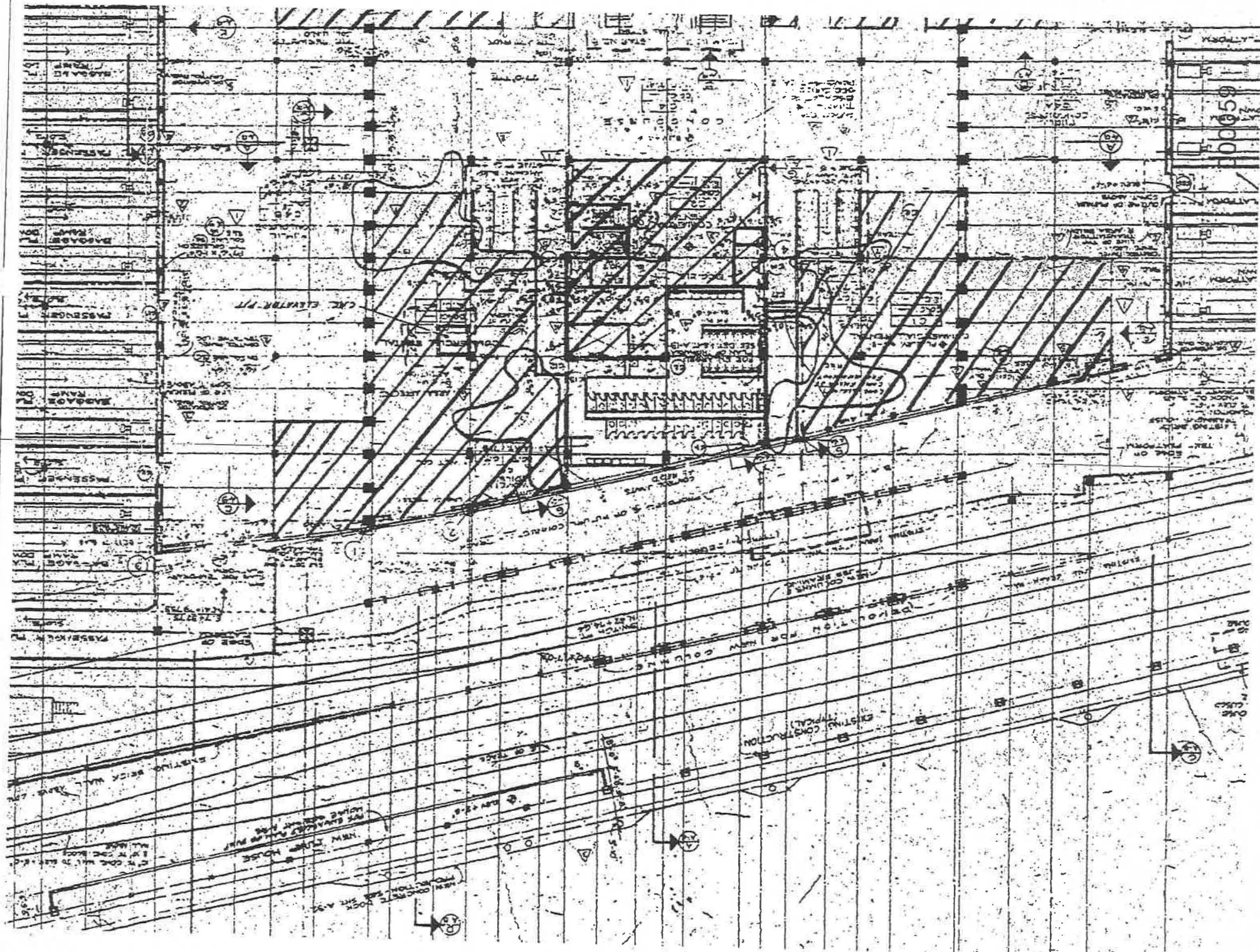
CANAL 1/2 LEVEL 5'

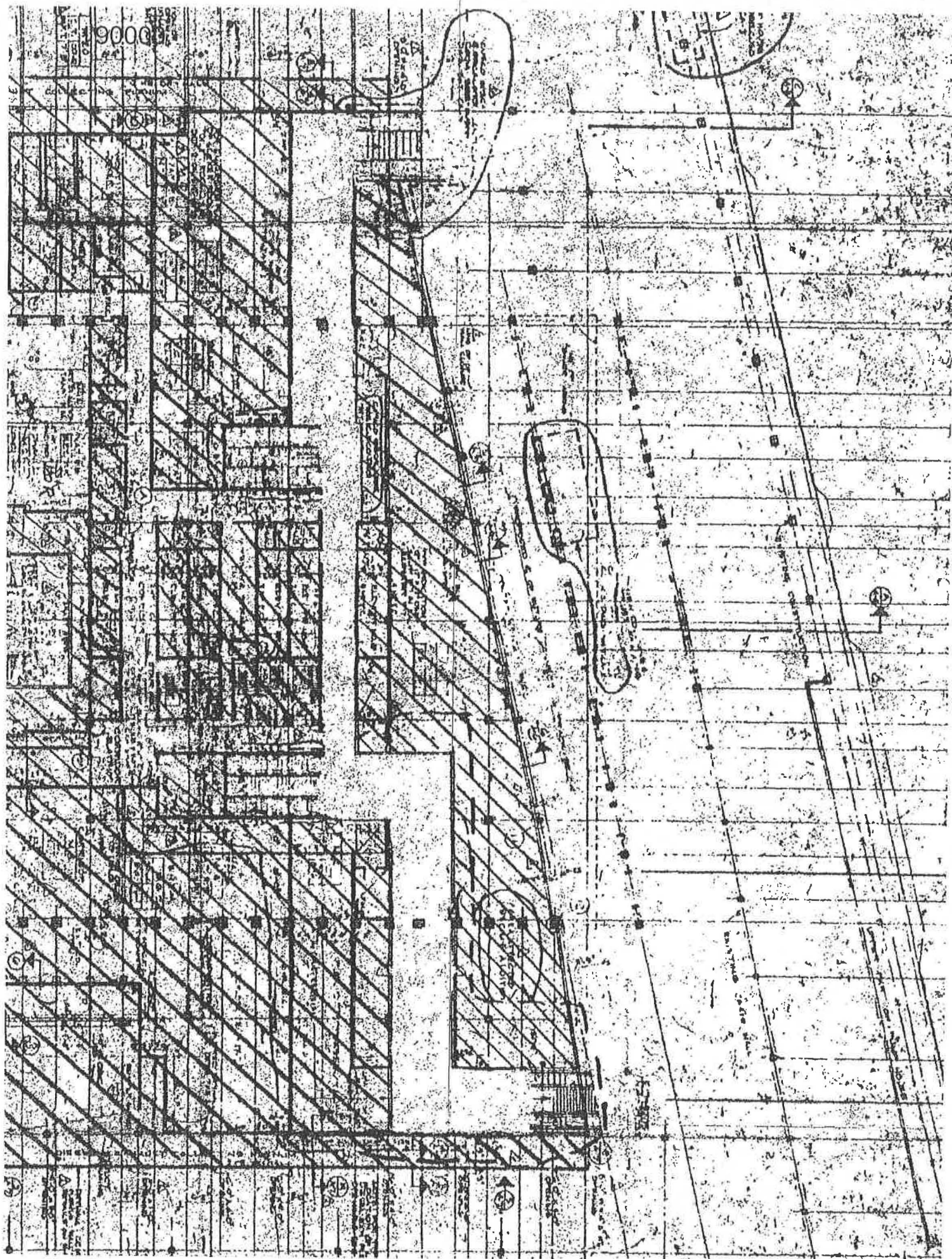
POST OFFICE GARAGE

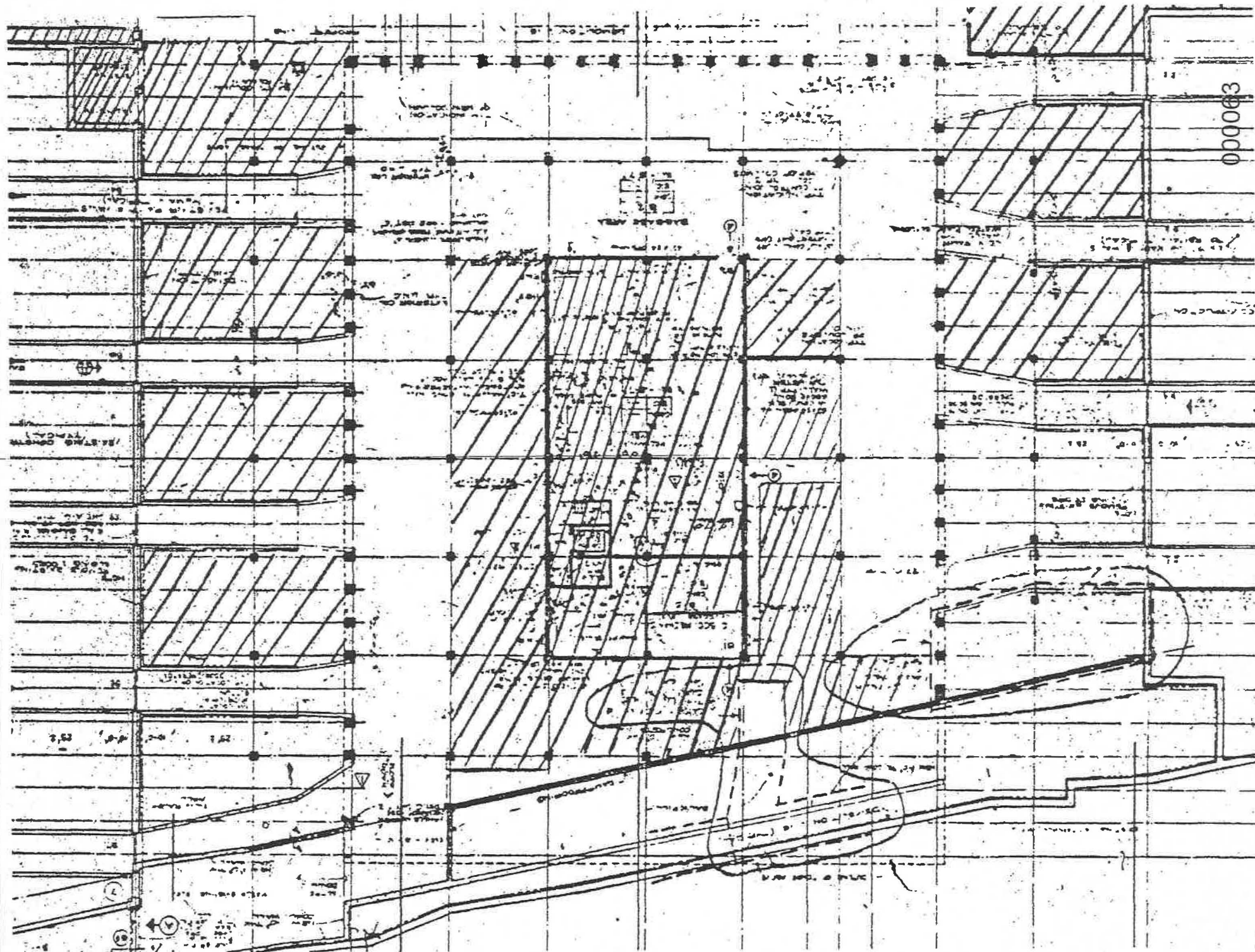
GENER-
ELECTRO

000057

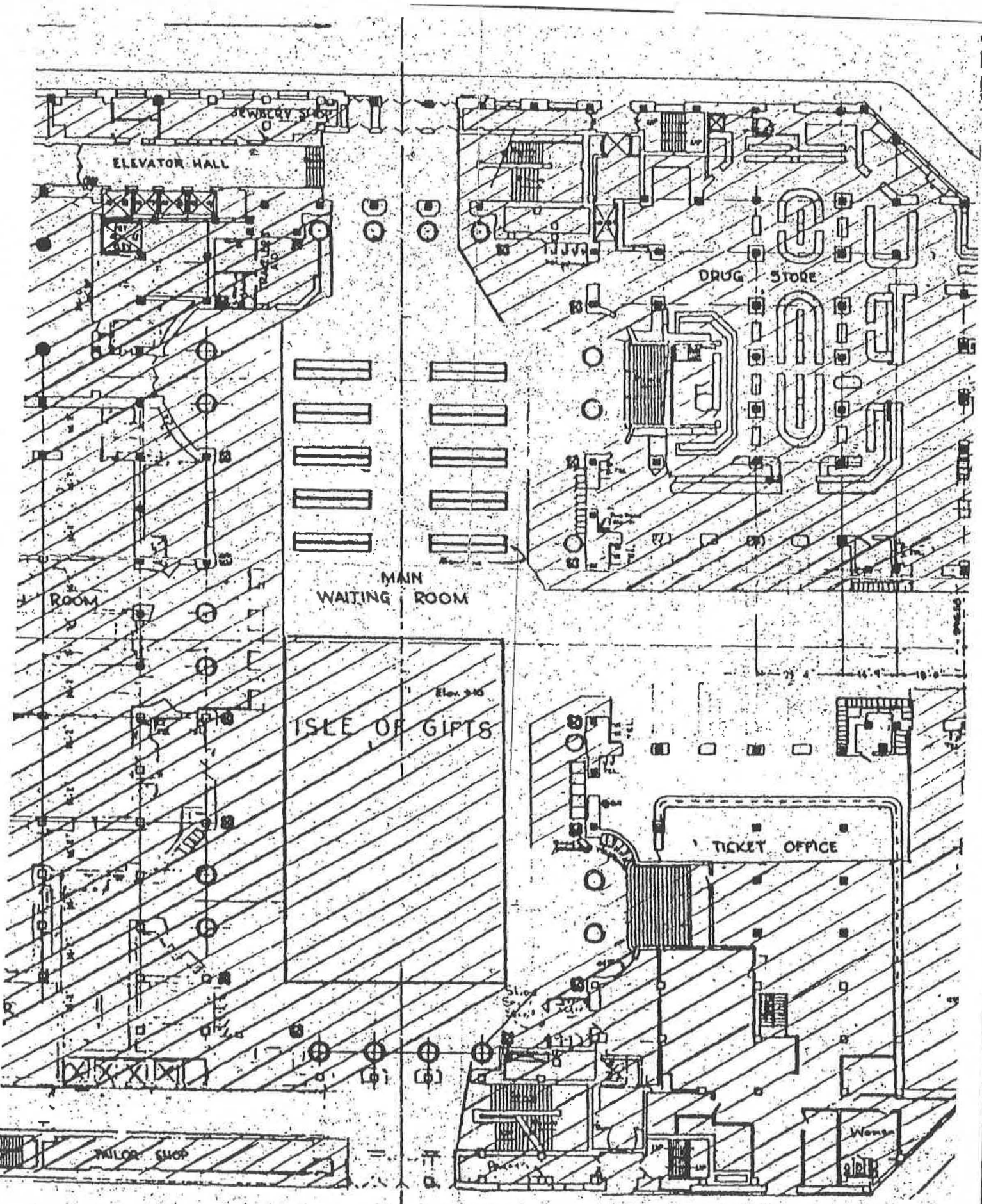
PARK NO. 221A







000063



BURLINGTON NORTHERN
SUBURBAN TRAIN CONSISTS

February 1, 1984

Train No.	No. of Cars	Train No.	No. of Cars	Train No.	No. of Cars	Sat.	Si
200	4	201	4	302	3		
202	6	203	6	304	3		
204	7	205	3	306	3		
206	9	207	3	308	3		
208	10	209*	4	310	3		
210	9	211	5	312	4		
212	6	213	6	314	3		
214	8	215	6	316	3		
216	8	217	7	318	3		
218	8	219	6	320	3		
220	8	221	6	322	3		
222	7	223	9				
224	10	225*	4	301	3		
226	9	227	9	303	3		
228	6	229	8	305	3		
230	7	231	8	307	3		
232	7	233	7	309	3		
234	6	235	7	311	3		
236	8	237	8	313	3		
238	10	239	9	315	3		
240	9	241	7	317	4		
242	6	243	9	319	3		
244	4	245	5	321	---		
246	6	247	8	323	3		
248	3	249	8				
250	2	251	6				
252	3	253	6				
254	4	255	7				
256	5	257	6				
258	6	259	7				
260	2	261	3				
262	3	263	2				
264	3	265	3				
266	3	267	3				

*Train 209 and 225 - regular consist of four is increased to five on Fridays.

NIRC/MILWAUKEE DISTRICT
NORTH AND WEST LINE TRAIN CONSISTS

<u>NORTH LINE</u>		<u>NORTH LINE</u>	
<u>Train No.</u>	<u>No. of Cars</u>	<u>Train No.</u>	<u>No. of Cars</u>
2100	3	<u>Saturday</u>	
2102	5	2100	3
2103	3	2602	2
2104	6	2604	2
2105	5	2126	2
2106	7	2606	2
2108	6	2132	2
2109	2	2136	2
2110	6	2142	3
2111	3	2146	2
2112	4	2109	2
2113	2	2111	2
2114	3	2115	2
2115	4	2601	2
2116	5	2121	2
2117	3	2603	3
2118	4	2607	2
2120	5	2609	3
2121	4	2147	2
2123	6		
2124	3	<u>Sunday</u>	
2125	5	2602	2
2126	2	2126	2
2127	4	2132	2
2128	3	2136	2
2129	3	2142	2
2130	2	2146	3
2131	6	2109	2
2132	4	2111	2
2133	7	2115	2
2135	5	2605	2
2136	3	2609	2
2137	6	2147	3
2138	3		
2139	3		
2140	3		
2141	3		
2142	5		
2143	3		
2145	5		
2146	3		
2147	3		

NIRC/MILWAUKEE DISTRICT
NORTH AND WEST LINE TRAIN CONSISTS

WEST LINE

<u>Train No.</u>	<u>No. of Cars</u>
2200	3
2202	7
2204	8
2206	5
2207	3
2208	5
2209	7
2210	5
2211	5
2212	8
2213	2
2214	8
2216	7
2217	2
2218	6
2219	3
2220	3
2221	5
2222	5
2223	3
2224	2
2225	5
2227	5
2228	2
2229	8
2230	3
2231	6
2232	5
2233	8
2234	6
2235	8
2236	3
2237	7
2239	5
2241	6
2243	3
2244	7
2245	3
2246	5
2247	5
2248	3
2249	3
2250	3
2251	7

WEST LINE

<u>Train No.</u>	<u>No. of Cars</u>
------------------	--------------------

Saturday

2200	3
2202	2
2214	2
2218	6
2222	3
2224	2
2228	3
2236	2
2246	3
2250	2
2207	3
2213	2
2217	3
2221	2
2223	2
2227	6
2239	3
2243	2
2247	3
2251	2

Sunday

2700	2
2702	2
2224	2
2228	2
2236	3
2248	2
2213	3
2217	2
2239	2
2245	3
2247	2
2251	2

EXHIBIT C

NORFOLK & WESTERN RAILWAY CO.
TRAIN CONSISTS

<u>Train No.</u>	<u>No. of Cars</u>	<u>Train No.</u>	<u>No. of Cars</u>
112	6	113	8
114	8	115	6

ILLINOIS CENTRAL GULF RAILROAD
TRAIN CONSISTS

<u>Train No.</u>	<u>No. of Cars</u>	<u>Train No.</u>	<u>No. of Cars</u>
16	3	17	3
18	3	19	3

EXHIBIT D

As of April 1, 1984

TRAIN NO.	TIME ARRIVAL/DEPARTURE	TRACK NO.	NO. OF CARS	REMARKS
BN 200	6:15 a.m.	10	4	
BN 201	6:25 a.m. DP	10	4	Equipment off #200
BN 202	7:00 a.m.	8	6	
BN 291	7:02 a.m. DP	8	6	Equipment only from #20
BN 204	7:15 a.m.	10	7	
BN 295	7:17 a.m. DP	10	7	Equipment only from #20
BN 206	7:18 a.m.	6	9	
BN 297	7:25 a.m. DP	6	9	Equipment only from #20
BN 208	7:21 a.m.	14	10	
BN 299	7:29 a.m. DP	14	10	Equipment only from #20
BN 210	7:28 a.m.	8	9	
BN 212	7:29 a.m.	12	6	
BN 203	7:45 a.m. DP	12	6	Regular Schedule
BN 214	7:32 a.m.	2	8	
BN 216	7:39 a.m.	8	8	
BN 218	7:47 a.m.	2	8	
BN 220	7:54 a.m.	6	8	
BN 222	7:58 a.m.	12	7	
BN 224	8:00 a.m.	14	10	
BN 226	8:07 a.m.	2	9	
BN 228	8:11 a.m.	16	6	
BN 230	8:16 a.m.	12	7	
BN 232	8:18 a.m.	6	7	
BN 234	8:22 a.m.	10	6	
BN 236	8:27 a.m.	2	8	
BN 238	8:37 a.m.	14	10	
BN 240	8:40 a.m.	12	9	
BN 242	8:44 a.m.	16	4	
BN 205	8:45 a.m. DP	8	3	
BN 217	4:30 p.m.	10	7	
BN 219	4:34 p.m.	2	6	
BN 221	4:38 p.m.	8	6	
BN 223	4:48 p.m.	12	9	
BN 254	4:18 p.m. AR	6	4	
BN 225	4:52 p.m.	6	4	Equipment off #254
BN 227	4:54 p.m.	2	9	
BN 229	5:01 p.m.	8	8	
BN 231	5:04 p.m.	10	8	
BN 233	5:08 p.m.	14	7	
BN 235	5:12 p.m.	6	7	
BN 237	5:14 p.m.	2	8	
BN 239	5:18 p.m.	12	9	
BN 241	5:22 p.m.	10	7	
BN 243	5:28 p.m.	14	9	
BN 256	5:18 p.m. AR	8	5	
BN 245	5:30 p.m.	8	5	Equipment off #256

EXHIBIT D
Page 2

As of April 1, 1984

TRAIN NO.	TIME ARRIVAL/DEPARTURE	TRACK NO.	NO. OF CARS	REMARKS
BN 247	5:32 p.m.	2	8	
BN 249	5:47 p.m.	12	8	
BN 292	5:35 p.m.	8	6	Equipment only turns to #251
BN 251	5:50 p.m.	8	6	
BN 294	5:50 p.m.	10	6	Equipment only turns to #253
BN 253	6:10 p.m.	10	6	
BN 296	6:05 p.m.	12	7	Equipment only
BN 255	6:30 p.m.	12	7	

Westline

2200	6:15 a.m.	15	3	
2202	7:08 a.m.	15	7	
2204	7:35 a.m.	7	8	
2206	7:45 a.m.	3	5	
2207	6:30 a.m. DP	15	3	Equipment off #2200
2208	7:50 a.m.	15	5	
2209	7:15 a.m. DP	15	7	Equipment off #2202
2210	7:55 a.m.	17	5	
2211	8:00 a.m. DP	15	5	Equipment off #2208
2212	8:02 a.m.	11	8	
2214	8:05 a.m.	15	8	
2216	8:28 a.m.	15	7	
2218	8:34 a.m.	13	6	
2220	8:55 a.m.	15	3	
2227	4:35 p.m.	15	5	
2229	4:55 p.m.	9	8	
2231	4:58 p.m.	7	6	
2232	5:13 p.m. AR	5	5	
2233	5:10 p.m.	15	8	
2234	5:52 p.m. AR	5	6	
2235	5:17 p.m.	9	8	
2236	6:20 p.m. AR	11	3	
2237	5:22 p.m.	13	7	
2239	5:35 p.m.	5	5	Equipment off #2232
2241	6:05 p.m.	5	6	Equipment off #2234
2243	6:35 p.m.	11	3	

Northline

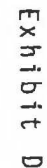
2100	6:30 a.m.	9	3	
2102	7:05 a.m.	9	5	
2103	6:38 a.m. DP	9	3	Equipment off #2100
2104	7:33 a.m.	13	6	
2105	7:14 a.m. DP	9	5	Equipment off #2102
2106	7:38 a.m.	9	7	

000077

EXHIBIT D
Page 3

As of April 1, 1984

TRAIN NO.	TIME ARRIVAL/DEPARTURE	TRACK NO.	NO. OF CARS	REMARKS
<u>Northline (cont'd)</u>				
2108	8:00 a.m.	7	6	
2109	8:35 a.m. DP	7	2	Equipment off #2108
2110	8:07 a.m.	5	6	
2111	9:50 a.m. DP	13	3	Equipment off #2108
2112	8:10 a.m.	9	4	
2114	8:20 a.m.	11	3	
2116	8:30 a.m.	5	5	
2118	8:37 a.m.	5	4	
2120	8:52 a.m.	17	5	
2123	4:33 p.m.	7	6	
2125	4:42 p.m.	5	5	
2127	4:46 p.m.	11	4	
2129	4:48 p.m.	1	3	
2131	5:08 p.m.	5	6	
2133	5:20 p.m.	11	7	
2135	5:25 p.m.	3	5	
2136	5:40 p.m. AR	9	3	
2137	5:48 p.m.	15	6	
2139	5:55 p.m.	9	3	
2141	6:55 p.m.	7	3	
NW 112	7:32 a.m.	19	6	
NW 114	8:07 a.m.	19	8	
NW 113	4:57 p.m.	19	8	
NW 115	5:30 p.m.	19	6	
ICG 16	7:30 a.m.	28	3	
ICG 18	8:10 a.m.	28	3	
ICG 17	4:50 p.m.	19/25	3	
ICG 19	5:25 p.m.	19/25	3	



000081

ORDINANCE NO. NRC 84-2

BE IT ORDAINED that:

1. The Northeast Illinois Regional Commuter Railroad Corporation ("Corporation") hereby authorizes the proposed Lease Agreement ("Agreement") between the Chicago Union Station Company and the Corporation relating to the leasing of the Chicago Union Station by the Corporation.

2. The Agreement, in a form substantially similar to the attached copy, is hereby approved.

3. The Chairman of the Corporation, or his designee, is hereby authorized and directed on behalf of the Corporation to execute and deliver said Agreement thereto, and the Secretary of the Corporation is hereby authorized and directed on behalf of the Corporation to attest said Agreement.

4. The Chairman of the Corporation, or his designee, is hereby authorized and directed to take such action as he deems necessary or appropriate to implement, administer, and enforce said Agreement.

APRIL 17, 1984

000037

Exhibit B

AMENDMENT AGREEMENT

This Amendment Agreement made as of the 1st day of May 1988, by and between Chicago Union Station Company, hereinafter called the "Station Company," and Northeast Illinois Regional Commuter Railroad Corporation, hereinafter called the "Lessee."

PRELIMINARY STATEMENT

WHEREAS, the Station Company and the Lessee are parties to an Agreement made on the 1st day of May 1984 (the "Agreement") under which Lessee is granted the right to use the Station Company's station and facilities under the terms and conditions therein set forth; and

WHEREAS, the Lessee desires to utilize its own employees to sell tickets for Lessee's commuter and suburban trains as provided in Section Four of the Agreement; and

WHEREAS, Lessee and the Station Company desire to amend the Agreement to provide for a reduction in the amount payable pursuant to Section Five thereof to reflect the changes in the provision of services as recited above; and

WHEREAS, Lessee and the Station Company desire to amend the Agreement to extend the Agreement through April 30, 2019.

NOW THEREFORE, the parties hereto agree as follows:

1. Effective May 1st, 1988, the Station Company shall cease to utilize its employees to sell tickets for commuter and suburban services. Lessee shall undertake the provision of such ticket selling services effective May 1, 1988, in accordance with Section Four of the Agreement.

2. Station Company shall remit its final payment of commuter ticket revenues to Lessee on or before May 1, 1988, and immediately thereafter shall make available to Lessee all books of account and records relating to the sale of tickets by the Station Company pursuant to the Agreement. Any adjustments in the remittance of revenues under the Agreement shall be proposed in writing by the Station Company or Lessee on or before June 1st, 1988. Following resolution of any adjustments proposed under the preceding sentence, Lessee and the Station Company shall consider as closed all matters relating to the collecting and remittance of revenues pursuant to Section Four of the Agreement.

3. The Lessee and the Station Company agree that the term of the existing Agreement is hereby extended to April 30, 2019. The parties further agree that the existing Agreement shall be reviewed every five years and amended as necessary upon terms and conditions mutually acceptable to the parties hereto, provided

however, if the parties are unable to agree on the amendments to this Agreement within six months after the commencement of such review, the issues in dispute shall be submitted to arbitration pursuant to the provisions of Sections 13 and 17 of the Agreement, which arbitration panel shall determine just and reasonable terms and conditions for Lessee's use of the Station, Facilities and Property. The first review date shall be May 1, 1994, unless an earlier review date is requested by either party.

4. For the month ending April 30, 1988, the monthly payment of the fixed fee, as escalated pursuant to Section Five of the Agreement, is \$455,191.30 or \$5,462,295.59 annually. Lessee and the Station Company agree that for the purpose of determination of the annual fixed fee payable from and after May 1, 1988, the fixed fee payable in May 1988 shall be deemed to be \$399,157.77 or \$4,789,893.24 annually. The fixed fee for the month of May shall be \$56,033.53 less than the fixed fee actually paid for April 1988 or \$672,402.35 annually. The difference consists of the following:

- * an annual net reduction of \$672,402.35 to reflect the operating savings to the Station Company as a result of Lessee's provision of commuter and suburban ticket-selling services.

5. The adjustments in the fixed fee made pursuant to this Amendment Agreement are final, and the fixed fee shall not be subject to redetermination except pursuant to Section Five and Seventeen of the Agreement and Section 3 of this Amendment Agreement.

6. The parties hereto further agree that the debt financing for the proposed Station Company redevelopment project shall not be a component of the annual fixed fee.

7. Exhibit B is amended by deleting therefrom the portions of the station and facilities west of the east curb line of Canal Street; provided however, commuter and suburban passengers and employees may continue to utilize facilities west of the east curb line of Canal Street under the terms of the Lease Agreement as amended hereby until temporary or permanent replacement facilities are provided pursuant to the Contribution Agreement between Chicago Union Station and Commuter Rail Division, dated May 1, 1988.

8. Except as amended hereby the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have caused the Amendment Agreement to be executed by their authorized officers as of the date first set forth above.

Attest:

CHICAGO UNION STATION COMPANY

S. S. Staley
Asst. Secretary

By: *Chas W Hayward*

Attest:

NORTHEAST ILLINOIS REGIONAL
COMMUTER RAILROAD CORPORATION

James K. King

By: *J. G. Cole*

APPROVED AS TO FORM AND CONTENT
BY _____
DATE _____

COMMUTER RAIL BOARD
ORDINANCE NO. 88-9

BE IT ORDAINED that:

1. The Board of Directors of the Commuter Rail Division of the Regional Transportation Authority ("Commuter Rail Division") hereby authorizes an Amendment to the Chicago Union Station Lease Agreement ("Agreement") between the Commuter Rail Division and the Chicago Union Station Company.

2. The Amendment to the Agreement, in a form substantially similar to the attached copy, is hereby approved.

3. The Chairman of the Commuter Rail Division and, at the Chairman's designation, the Executive Director of the Commuter Rail Division are hereby authorized and directed on behalf of the Commuter Rail Division to execute and deliver said Agreement and all subsequent amendments thereto, and the Assistant Secretary is hereby authorized and directed on behalf of the Commuter Rail Division to attest said Agreement and all subsequent amendments thereto.

4. The Chairman of the Commuter Rail Division and, at the Chairman's designation, the Executive Director of the Commuter Rail Division are hereby authorized and directed to take such action as they deem necessary or appropriate to implement, administer, and enforce said Agreement and all subsequent amendments thereto.

May 13, 1988

Exhibit C

FOURTH AMENDMENT TO AGREEMENT DATED MAY 1, 1984

This Fourth Amendment to Agreement dated May 1, 1984, ("Amendment") is made this 6th day of March 2019 ("Amendment Effective Date") by and between NATIONAL RAILROAD PASSENGER CORPORATION, a District of Columbia corporation ("Amtrak") and the COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY ("Metra").

WITNESSETH:

WHEREAS, the Chicago Union Station Company ("CUSCo") and Metra entered into that certain agreement dated May 1, 1984, as amended ("1984 Agreement"); and

WHEREAS, Amtrak is the surviving corporation of a merger between Amtrak and CUSCo effective May 11, 2017, and thus Amtrak is the successor in interest to CUSCo in the 1984 Agreement; and

WHEREAS, the term of the 1984 Agreement is scheduled to expire on April 30, 2019; and

WHEREAS, Amtrak and Metra wish to execute a new agreement to be effective immediately after the expiration of the 1984 Agreement on May 1, 2019 ("New Agreement"); and

WHEREAS, in order to allow more time for Amtrak and Metra to try to finalize a New Agreement, Amtrak and Metra wish to extend the term of the 1984 Agreement pursuant to this Fourth Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. **Capitalized Terms.** Capitalized terms used in this Fourth Amendment and not otherwise defined herein shall have the meanings ascribed to them in the 1984 Agreement. Amtrak and Metra acknowledge and agree that the above recitals are true and correct as of the date hereof and are hereby incorporated herein as though set forth in full.

2. **Term.** Subject to the conditions of this Fourth Amendment, the term of the 1984 Agreement is extended by 90 days and shall expire on 11:59 pm on July 29, 2019 ("Amended Expiration Date").

3. **New Agreement.** If Amtrak and Metra do not fully execute a New Agreement prior to April 30, 2019, Amtrak and Metra shall negotiate a New Agreement after April 30, 2019, during the extended term of the 1984 Agreement as stated in section 2 above. Notwithstanding (a) the Amended Expiration Date of the 1984 Agreement, (b) the date upon which Amtrak and Metra actually execute a New Agreement, (c) any proceedings sought by either Amtrak or Metra to assist with or impose some or all of the provisions of a New Agreement, as applicable, or any

one or more of the preceding, the terms and conditions of the New Agreement shall retroactively apply and be effective as of May 1, 2019.

4. Representations. Amtrak and Metra represent and warrant to each other that the person signing this Fourth Amendment on its behalf has the requisite authority and power to execute this Fourth Amendment and to thereby bind the party on whose behalf it is being signed.

5. Reaffirmation of Terms. Except as expressly modified herein or by prior written amendment, all terms, conditions and provisions of the 1984 Agreement remain in full force and effect.

IN WITNESS WHEREOF, Amtrak and Metra have executed this Fourth Amendment to 1984 Agreement as of the day and year first hereinabove written.

NATIONAL RAILROAD PASSENGER
CORPORATION (Amtrak)

By: Thomas Moritz 2/7/19

Name: Thomas Moritz

Title: AVP - INFRASTRUCTURE ACCESS

COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION
AUTHORITY (Metra)

By: Jim Derwinski to JPD 3/6/19

Name: JIM DERWINSKI

Title: CEO / EXECUTIVE DIRECTOR
C.A.