

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON D.C.**

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September 14, 2018
Part of
Public Record

Docket No. FD 35087 (SUB-NO. 8)

**CANADIAN NATIONAL RAILWAY COMPANY
AND GRAND TRUNK CORPORATION
—CONTROL—
EJ&E WEST COMPANY**

**MOTION OF THE VILLAGE OF BARRINGTON, IL
FOR LEAVE TO FILE COMMENTS IN RESPONSE TO
REPLY FILED BY CANADIAN NATIONAL RAILWAY
COMPANY AND GRAND TRUNK CORPORATION**

The Village of Barrington ("Barrington") respectfully requests the Surface Transportation Board ("Board") to waive the provisions of 49 C.F.R. 1104.13 and permit the filing of a Reply to the Reply filed by Canadian National Railway Company and Grand Trunk Corporation (hereinafter referred to as CN). By its Petition Seeking Reopening & Imposition Of Additional Mitigation Pursuant To The Board's Governing Regulations, filed August 8, 2018, Barrington, based on new evidence that could not have been presented at any prior time, requested the Board to reopen this proceeding and impose appropriate mitigation that addresses the failure of Final Mitigation Condition 18 (FMC 18) to assist Barrington with better and more timely information to avoid delays to emergency responders. On August 28, 2018, CN filed its Reply.

THE REAL ISSUE FOR THE BOARD'S CONSIDERATION

In seeking reopening, Barrington has assumed that the Board acted in good faith when it decided that emergency response mitigation was required and that the Board would act in good faith by modifying the mitigation upon finding that it was ineffective. In fact, the Board has previously taken that step after CN concluded that the proposed closed-circuit camera system would not work and requested EJ&E communities to agree to CN's substitution of its "Active Crossing System" (ACS) technology. Because the June 12, 2018 incident plainly demonstrates the fundamental flaws of the ACS technology in emergency situations, as well as in CN's emergency technology, including its in-house CAD and RTBI systems, the Board is being asked to take corrective action based on the new evidence that has been presented by Barrington.¹

The risk in Barrington is far different than the usual situation in other communities because all four Barrington crossings are at grade and within less than 6,000 feet of each other. Thus, all can easily be blocked by a single train for a lengthy time period due to increasingly long trains that now average 9,000 feet according to *Progressive Railroading*. In other communities, there may be closer grade separations or more distance between at grade crossings to allow time for emergency vehicles to get through one of the crossings before a train arrives when others are blocked. As a result, the "one size fits all" approach of

¹ See Appendix A for the Verified Statement of Barrington Village President Karen Darch about the history of the ACS system and its roll-out to correct the record of CN's misstatements on the matter.

FMC 18 prescribed by the Board is inadequate to address the unique situation in Barrington, which was readily apparent on June 12, 2018.

CN's Reply is rife with red herring arguments involving Barrington not utilizing its ACS technology and Communications Centre properly. The limitations of this technology were on full display on June 12, but the issue the Board is being asked to address by Barrington also goes beyond the question of possible "routing alternatives" when Barrington is made aware that a CN train is blocking the most expeditious route to the nearest hospital. The true problem the Board must understand is that when all four Barrington crossings are blocked by a stopped or even moving train, **any alternative routing or hospital destination other than Advocate Good Shepherd Hospital (AGSH) is an inferior alternative because it automatically adds an unacceptable level of extra time to all patient transports forced to use these alternatives due to CN freight train interference.** The Board should note that CN's Reply did not even attempt to respond to that bottom line reality, except for a footnote stating that ambulances south of the CN line can go to two alternative hospitals² – a fact Barrington had raised itself in its August 8 Petition by providing actual maps showing the **much longer distances to those two hospitals.**

² August 28, 2018 CN replay at page 2 FN 3.

CN's REPLY SUPPORTS THE CLAIMS IN BARRINGTON'S PETITION

In opposing Barrington's plea for relief, CN insists that "*Barrington's Petition reprises an old issue the Board has specifically addressed several times before.*"³ However, the Board has not had the opportunity to focus on the actual impact on emergency vehicles caused by a stalled or slowly moving CN train that simultaneously blocked *all* four at-grade crossings in Barrington and the complete failure of modern technology to achieve the Board's intent in imposing FMC 18.

In 2015, instead of examining the realities of the criticisms voiced by Barrington's emergency responders that caused them to stop using ACS,⁴ the Board summarily dismissed their concerns with the comment that CN had pointed out that "Barrington consented to the use of ACS technology." What choice did Barrington have? The ACS technology was offered on a take it or leave it basis. As time has proved, and as other communities have confirmed, the ACS technology, including the latest rendition, is not the answer. ⁵

³ August 28, 2018 CN Reply at page 2.

⁴ See Verified Statements Dave Dorn, Chief of Police, and Jim Arie, Fire Chief, submitted January 5, 2015 in Barrington's surrepley. In their Verified Statements, they pointed to the recognized deficiencies in the ACS and the fact that CN's claims demonstrated "a complete lack of understanding as to the operational realities and needs" of their Department. As the Board's handling of the matter demonstrates, the Board chose to rely on Barrington's forced "consent" rather than explore the deficiencies of the ACS technology.

⁵See Appendix B for the September 12, 2018 Verified Statement of Barrington Police Chief Dave Dorn augmenting and correcting the record of CN's August 28 Reply.

Nor has the Board been faced with CN's own evidence as provided in CN's Reply of August 28, 2018 that **corroborates Barrington's argument** that existing CN technologies, however advanced they may be, cannot provide sufficiently helpful real time information "*so that the movement of trains can be monitored and reasonably predicted*"⁶ thus promoting the Board's goal of mitigating the delays to emergency vehicles. In fact, CN's Reply – as a whole – highlights the ACS technology's failure to meet the Board's stated goal for emergency response mitigation:

*The mitigation that the Board is imposing will provide the emergency dispatchers with better and more timely information so that they can either take pre-planned alternative routes or dispatch services from alternative facilities when appropriate. Therefore, the Board's mitigation is reasonable and feasible to address the potential impacts on emergency response discovered during the environmental review.*⁷

As both Barrington's new evidence and CN's Reply evidence clearly demonstrates, there is no avoiding the reality that CN's hyped ACS system, in combination with the technology at CN that can be accessed by a call to CN's Communications Centre, can **never** satisfy the Board's mitigation objective regarding emergency service patient transports in Barrington. Because the situation that was experienced on June 12, 2018 is capable of being repeated in the future, Barrington respectfully requests the Board effectively mitigate the actual situation that exists in Barrington and that was presented in the Village's August 8, 2018 Petition.

⁶ December 24, 2008 Board approval Decision at page 48.

⁷ *Id* at page 49.

At the outset, the Board should note that the *“Screen Shot of ACS Showing US 14 (Northwest Hwy) and Lake Zurich Road Crossings Activated”* attached to CN’s Reply reveals the crucial shortcomings of the ACS technology. Plainly, the screen shot does not reflect whether the train that activated the crossing gates is moving to the north or to the south. Unless someone has been glued to the screen for the previous several minutes, the screen snapshot does not reveal the answer. Also, the Screen Shot cannot predict or confirm that the train, assuming it is moving in a southerly direction, will move through the Village and not come to an unanticipated stop. Nor does the screen shot provide any intelligence regarding the train’s length or speed. It should also be noted that because the gates are activated 25 seconds before the train actually arrives and stay active for 12 seconds after it leaves, any screen shot may be misleading. With these flaws, even the “real time” 2016 ACS system is not real enough to be helpful in emergency response when time and accuracy are of the essence.

CN’s assertion that the June 12 incident would not have occurred if Barrington had availed itself of the updated ACS application is specious. On that day, as seen on the video⁸, the first ambulance transporting victims to the hospital had left the accident scene and was well on its way on U.S. Highway 14 – the fastest way to AGSH – before the CN train had come to a stop blocking the crossings. A dispatcher looking at the ACS screen shot as the ambulance

⁸ <http://www.viddler.com//v/69638998>

left the scene might have seen a gate to the northeast of Barrington activated, but what does that mean? Which direction is the train moving? How fast? Shouldn't the ambulance continue on the fast route because the train will have cleared by the time the ambulance gets there, or certainly in a shorter time frame than diverting it to a much further alternate route? If the dispatcher looked at the ACS screen shot later, when the now stopped train blocks the ambulance at U.S. Highway 14 – should he then direct the ambulance to head west to the Lake Cook Road crossing, even if the screen shot showed it red/activated, on the chance that the train had only activated that gate (as activation occurs 25 seconds before the train arrives) and the ambulance could actually get through? In fact, one of the two ambulances on June 12, ultimately headed east on Main Street and made the trek to the hospital on the much longer route to AGSH, which caused many minutes of delay caused solely by the breakdown of the CN train.

The shortcomings of the CN Communications Centre technology were also very apparent on June 12. While CN touts its Computer Aided Dispatch (“CAD”) system and CN’s Right Time Business Intelligence (“RTBI”) system, it has admitted that *“the locomotive information in RTBI is not in real time, and it can lag behind real time by a few minutes.”*⁹ As the Board can also easily see from a review of the video¹⁰ provided in Barrington’s Petition of the June 12 incident, this lag time is readily confirmed by the fact that the CN employee

⁹ V.S. Power at 2.

¹⁰ <http://www.viddler.com//v/69638998>

who answered the call from Barrington, not only stated that her information showed that the train was still moving well after the train had come to a stop, but also confirmed that it took 10 minutes for a CN train in emergency brake mode to come to a complete stop.

At page 14 of its Reply, CN states that the Board, in addressing the need to respond to delays encountered by emergency responders at grade crossings in Barrington, “*required CN to address the risk of increased delay from the Transaction by offering to cooperate and provide real-time information to Barrington’s emergency responders.*” However, as CN’s Reply has admitted, it is incapable of providing real-time information to emergency responders.

While CN seeks to evade responsibility by arguing that Barrington had “*not called ahead to CN to inquire about CN’s rail operations in the area,*” ¹¹ CN fails to mention that even if Barrington’s emergency response dispatch had done so, any guidance would still have resulted in unacceptably time-consuming routing alternatives or hospital destinations. That would not be the case, however, if at least one “safety valve” grade separation had been ordered as mitigation.

Furthermore, the CN operator’s further comments show that CN has no means of predicting how long it will take to restart the train. Because the train crew must take the time-consuming action of walking the length of the train to determine just why the train unexpectedly stopped before they can make the

¹¹ August 28, 2018 CN Reply at page 14.

required repairs, there is no way that anyone can provide meaningful information to emergency responders about whether to wait for the train to move, or take a different route to reach AGSH or another more far-flung hospital.

Moreover, the information immediately available to the CN operator did not reveal the direction in which the train was moving. As a result, she had to put the call on hold to obtain the requested information from CN's ROC about the direction of the train.

These lapses in intelligence are of crucial importance when lives are at stake.¹² Because what CN has indicated about the "new" and allegedly improved 2016 ACS technology and its screen shot confirms (and as confirmed by the community using Siemens' technology)¹³ the foregoing failures of ACS to meet the mitigation intent of FMC 18 remain. It is essential that the Board recognize that system does not satisfy the Board's December 24, 2008 intent in ordering mitigation in Barrington to ameliorate emergency response delays. Plainly, the current mitigation ordered by the Board fails to do so, and will

¹² The legitimacy of Barrington's concerns is summarized in a news article, dated May 15, 2018 that is attached as Appendix C, Woodhaven mayor publicly calls out county, railroad in move to address train delays, by Jackie Harrison-Martin at http://www.thenewsherald.com/news/woodhaven-mayor-publicly-calls-out-county-railroad-in-move-to/article_94925e5c-6d7f-5a1d-ad1a-9e0e0a3669fe.html . In the article, a son recounts the story of his father being transported to the hospital with a severe head injury when the ambulance was delayed 20 minutes at a CN crossing, a delay that possibly contributed to his death a few days later. As the article concludes, "*Canadian National is a goliath. They don't care about us at all. They could at least help with infrastructure.*"

¹³ See Appendix B -- Dorn V.S at page 4.

continue to fail to do so, because ***no technology can adequately facilitate Barrington's emergency response obligations to the residents of the Village when 50% of its transport patients risk facing time-consuming routing alternatives or far-flung hospital options due to freight train interference.*** When it comes to patient transport to an emergency room, these alternatives will always cost extra time and can have life or death impacts.

CONCLUSION

Given the new evidence that Barrington has submitted, which reflects the real time events of June 12, 2018 in addition to other support documentation/data, the Board is urged to find that the public interest demands workable mitigation in the form of a grade separation at the intersection of U.S. Highway 14 and the CN rail line.

Barrington's August 18, 2018 Petition is timely. Moreover, it provides the Board with unquestionable data and evidence of record demonstrating the ineffectiveness of the Board's FMC 18 and CN's state-of-the-art communications technology assistance for emergency responders.

In seeking the Board's re-opening of this docket to impose a remedy for the failure of FMC 18 -- mitigation that is vital to public safety in the region -- Barrington is simply seeking to have the Board order CN to pay a major share of the costs of a grade separation that will eventually be built due ***only*** to CN's freight traffic on the rail line. Barrington believes it speaks for federal and state taxpayers in respectfully asking that the Board relieve American

taxpayers of the burden for paying 95% of the costs to build infrastructure necessitated by the actions of CN as a result of the transaction the Board approved on December 24, 2008.

Because there was no need for a grade separation prior to the Board's decision that authorized CN to acquire the EJ&E, CN should be ordered to pay a just share of the total costs. CN's fair contribution will help expedite construction of the grade separation and bring a needed public safety improvement to the region, thus avoiding unnecessary serious adverse outcomes for injured victims, including loss of life.

Respectfully Submitted,

/s/ Richard H. Streeter

Richard H. Streeter
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Dated: September 14, 2018

CERTIFICATE OF SERVICE

I certify that I have this 14th day of September, 2018, served copies of the MOTION OF THE VILLAGE OF BARRINGTON, IL FOR LEAVE TO FILE COMMENTS IN RESPONSE TO REPLY FILED BY CANADIAN NATIONAL RAILWAY COMPANY AND GRAND TRUNK CORPORATION upon all known parties of record in this proceeding by first-class mail or a more expeditious method.

A handwritten signature in black ink, reading "Suzanne M. Devane". The signature is written in a cursive, flowing style.

Suzanne M. Devane
President
HD Resources

APPENDIX A

Before the
SURFACE TRANSPORTATION BOARD

Finance Docket No. 35087 (Sub 8)

CANADIAN NATIONAL RAILWAY COMPANY AND GRAND TRUNK
CORPORATION – CONTROL – E J & E WEST COMPANY

VERIFIED STATEMENT OF KAREN DARCH

My name is Karen Darch and I have served as the President of the Village of Barrington since 2005.

The issue raised in Barrington's August 8, 2018 Petition originates from the incident of June 12, 2018 that shone a bright light on the fact that CN's technology-based emergency responder mitigation does not lessen the impacts of CN's freight trains on the speed and efficacy of the Village's emergency response services.

The events that unfolded that day confirm that Final Mitigation Condition 18 (FMC 18) imposed in the Board's Decision of December 24, 2008 meant to provide better and timelier information for emergency responders, so that it can reduce responder delays, has failed to meet that intention in Barrington.

CN's Reply focused on its ACS technology which was offered to comply with FMC 18 and the capabilities of its Communications Centre. A brief history of Barrington's experience with CN's ACS technology is as follows.

The first CN licensing agreement for the ACS technology was sent to Barrington on July 25, 2011¹ – by CN's Jim Kvedaras. In part, it read:

¹ See Exhibit 1 of this VS for the initial licensing letter from CN.

As CN has explained in prior discussion and meetings, in response to requests from affected communities along the EJ&E, CN has developed for signalized crossings on the EJ&E line a client-server-based, password-controlled application that can be used by emergency responders to obtain real time information showing street crossings with a red indicator when a warning device is active and a green indicator when it is clear.

The License Agreement went on to read:

*7. Licensee shall limit access to the Data to employees and Agents of Licensee with a need to know the Data in the course and scope of their employment or work for Licensee. Licensee shall protect the Data from Disclosure from disclosure beyond the rights granted herein using the same security and procedures it uses to protect other confidential or proprietary information. Under no circumstance may Licensee provide access under any terms or conditions to any person, **agency** or company not an employee or agent of Licensee needing access to the data in the course and scope of their work for the Licensee.*

12. This License will terminate in the event that Licensee breaches any provision of this License and will automatically terminate without notice if any such breach occurs.

Concerned that these provisions would preclude Barrington from informing the STB about any problems with the system or any emergency responder issues about which the Board should be made aware, Barrington offered revisions to the Licensing Agreement. Our attorney revised the Licensing Agreement and we returned it to CN on December 4, 2012² We were not concerned about this delay in responding because CN had the obligation to provide the software and equipment regardless of licensing status as it was required to do under FMC 18. Finally, when it appeared that CN would not be living up to that obligation proactively, we sent the revised draft version with suggested changes in the Licensing Agreement. As can be seen in the attached Exhibit 2, Barrington's 2012 revisions were specific in stating that the Village would be entitled to inform the Board about any matters arising from the use of the ACS technology. We

² See the 2012 letter from Barrington Village Manager Jeff Lawler to Kvedaras and the edited licensing agreement in Exhibit 2.

CN and Barrington area emergency responders met, reviewed the ACS system, and it was installed at some point that year (date unknown) despite the reality that the Village had still not, and never did, sign a licensing agreement for the software with CN.

By the filing of its October 17, 2013 QER³, CN informed the Board that only 6 of 29 communities along the EJ&E had bothered to return the licensing agreement and/or responded. As of that date -- nearly four full years after the emergency responder mitigation had been ordered -- the QER stated that the ACS technology software had been installed in only 2 communities -- Vernon Hills and Griffith.

The next QER that updated the Board on this mitigation was filed by CN on July 15, 2014 and stated: *"In Q1 2014, letters were sent to communities that had not executed a software licensing agreement with CN. The letter reminded each community of the ongoing availability of the ACS system should they wish to pursue a licensing agreement in the future."*⁴

In the next QER to the Board that provided a substantive update on the status of the ACS technology dated January 15, 2015⁵, CN informed the Board that it had installed the technology in eight communities: Dyer, Griffith, Barrington, Lake Zurich, Matteson, Plainfield, Vernon Hills, and Wayne.⁶ Per this report, as of 2015, the mitigation was not yet installed in Mundelein, Bartlett, West Chicago, Chicago Heights, and Schererville -- five of the eight communities the Board had required it to be installed in by order of FMC 18.

³ See Exhibit 3 for the pertinent sections from the 10/17/13 QER. The Board should note that in its October 17, 2013 QER report, CN's chart of ACS technology licensing failed to include the reality that Barrington was using the technology by that point without having signed a licensing agreement.

⁴ See Exhibit 4 for the pertinent sections from the 7/15/14 QER.

⁵ See Exhibit 5 for the pertinent sections from the 1/15/15 QER

⁶ This list is not supported by the recent intelligence gathered by Barrington's Police Chief Dave Dorn per his VS dated September 12, 2018.

The last QER that CN filed with the Board was dated October 15, 2015 and it did not address the ACS technology at all. Despite the fact that the Board's oversight of the transaction lasted until January 23, 2017, no QER's were filed for Q4-2015, Q1-2016, Q2-2016, Q3-2016, Q4-2016 or Q1-2017.

As stated in our Petition filed on August 8, 2018:

*"On October 15, 2014 STB Vice Chair Miller was given a demonstration of the ACS at Barrington's Public Safety Building and witnessed that it was not performing adequately. Brian O'Boyle from Miller's office followed up with an October 29 email to Barrington officials stating that Miller would be contacting CN about it and stated that the Board's Office of Public Assistance, Governmental Affairs & Compliance would continue to follow progress on the issue."*⁷

Barrington's August 8 Petition then went on to provide a memo of Barrington Police Sergeant Michael Gorzelanczyk to Barrington Police Chief Dave Dorn dated July 3, 2018 that summed up the usefulness of the ACS technology:

*"The software was garbage, if referring to the CN gate monitoring software. It never worked correctly. If it did actually load it would eventually timeout. It was also useless because it only showed you if a gate was tripped (possibly opened or closed). So, a gate could be down and you had no idea what the reason was, malfunction, service or train. If it was a train you then had to watch the crossing east or west of the activated crossing to see which crossing then activated next. This would most likely indicate if it was a train coming. No one has the time to sit and stare at a map all day watching for a crossing to change colors. Every time we would complain about the software they would send us another version. Sometimes it would work but if left up running it would just timeout. You'd see a train come through town and look at the map and nothing indicated on the map. You'd restart the program and then see the train/ crossing activated which was now useless for you."*⁸

On November 22, 2016, we received an email from CN's Jim Kvedaras alerting the Village to an updated ACS technology that could be installed if Barrington signed a licensing

⁷ August 8, 2018 Barrington Petition at page 8.

⁸ *Id* at page 9.

agreement. Since we had never signed a licensing agreement for the original technology, signing a licensing agreement for a newer version didn't seem necessary; nor did the letter from Mr. Kvedaras explain why the newer version of the ACS technology would be any more effective than the previous version – in fact, the description is virtually the same for each. Mr. Kvedaras stated about the original ACS technology in 2011⁹:

CN has developed for signalized crossings on the EJ&E line a client-server-based, password-controlled application that can be used by emergency responders to obtain real time information showing street crossings with a red indicator when a warning device is active and a green indicator when it is clear.

In 2016, Kvedaras stated in his letter:

*This new equipment has allowed us to create an enhanced version of ACS in the form of web-based, password-controlled application that allows emergency responders with an internet-connected computer to view in real-time if grade crossing warning devices are activated on the former EJ&E.*¹⁰

Neither the screenshot of the ACS included in the August 28, 2018 CN Reply, nor the Verified Statement of Mr. Kvedaras (attached to the CN Reply) indicate any enhancement that would improve the problems that the ACS presented for Barrington when it was used by the Village in 2013-2014.

As to the effectiveness of ACS in other communities, for the Board to determine whether it was effective or not in the other eight communities in which emergency response mitigation was required, the Board would have had to seek that information from these communities as all were operating within the constraints of negotiated settlements with CN. All of those settlement agreements included some rendition of the following provision: “(Local Government) agrees that it shall not make further submissions in the STB proceeding or in appellate proceedings

⁹ See Exhibit 1.

¹⁰ August 28, 2018 CN Reply Kvedaras VS Exhibit 1.

without GTC's prior review and approval except in support of this agreement and/or the STB's decision approving the transaction."¹¹

As indicated in the September 12, 2018 Verified Statement of Police Chief Dave Dorn (Attachment B of the surreply), six communities to which the ACS was offered confirm that they are not using it. One community using the 2016 ACS software confirmed that, "*We have Siemens Rail Fusion (<https://w3.usa.siemens.com/mobility/us/en/events/railway-interchange/pages/rail-fusion.aspx>) on one of the big monitors in our dispatch center. They don't really use it for much. It can show when the crossings through the Village are open or closed, but I am told there is a delay in the map.*" In any event, whether in the past, on June 12, or at any point in the future, the ACS technology will not be helpful in accurately and reliably facilitating time-sensitive emergency response decisions for Barrington.

As a final note on the matter, in CN's Reply, it incorrectly states that "*Barrington has expressed interest in ACS since the events of June 12, 2018.*"¹² The entire point of the Barrington Petition is to express the Village's contention that the ACS technology cannot mitigate emergency response delays in Barrington. The Village has absolutely no interest in it as can be seen in the attached response letter to Mr. Kvedaras dated August 29, 2018.¹³

Similarly, the events of June 12 made clear the deficiencies in the CN Communication Centre's technology and its inability to provide real time information as to a train's location, direction, and other necessary details. Despite being courteous in her effort to assist our emergency responders, the CN operator admitted that the technology would not show the train's location and which crossings would be blocked by the malfunctioning train for the period of up

¹¹ This verbiage is from the Lake Zurich negotiated settlement attached as Exhibit 6 of this VS.

¹² August 28, 2018 CN Replay at pages 8 & 9.

¹³ August 29, 2018 Darch Letter to Kvedaras is Exhibit 7.

to ten minutes it takes for the braking action to be completed. This lag time in CN's in-house technology to reflect the actual train movement and location was confirmed in Mr. Power's Verified Statement attached to the CN Reply as well.

In conclusion, all three major Barrington arterial roadways cross the CN rail line. There are no grade separations from the CN rail line anywhere in Barrington. Ambulance re-routings through surrounding communities or to hospitals in different towns are inherently risky because they always require a longer transport that can negatively impact patient outcomes.

While the incident on June 12, 2018 may not occur every day, the potential for it and an even worse outcome is ever-present. The events that day confirmed that neither the ACS technology supplied per FMC 18 nor the technology in CN's Communication Centre are sufficient mitigation tools for the emergency response problems facing Barrington as a result of CN's freight operations. I respectfully request that the Board order the only appropriate mitigation: grade separation at U.S. Highway 14 and the CN rail crossing.

VERIFICATION

I, Karen Darch, 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 September 13, 2018

A handwritten signature in cursive script that reads "Karen Darch".

Karen Darch

EXHIBIT 1



Government Affairs

Jim Kvedaras
Director U.S. Government Affairs
17641 South Ashland Avenue
Homewood IL 60430
T 708-332-3508
F 708-332-4361

July 25, 2011

Mr. Greg Summers
Village of Barrington
200 South Hough Street
Barrington, Illinois 60010

Dear Mr. Summers,

At public hearings and meetings held during 2008 in connection with the Surface Transportation Board's (STB) review of Canadian National's (CN) proposal to acquire the major part of Elgin, Joliet & Eastern Railway Company (EJ&E), a number of emergency response agencies expressed concern about the potential impact of the acquisition on their ability to dispatch and route personnel in response to emergencies. These agencies expressed a particular interest in whether CN could provide them with as close to real time information as today's technology will support, showing when warning devices at grade crossings are activated or are not.

The STB's final approval decision imposed a condition requiring CN to notify affected communities of certain blocked crossings and, if requested, to install dispatching monitors that allow Emergency Response Center dispatching personnel to see real-time train locations.

As CN has explained in prior discussions and meetings, in response to requests from affected communities along the EJ&E, CN has developed for signalized crossings on the EJ&E line a client server-based, password-controlled application that can be used by emergency responders to obtain real time information showing street crossings with a red indicator when a warning device is active and a green indicator when it is clear. This system is as consistent and close to real-time transmittal as today's cellular technology will provide.

You may recall receiving a similar letter from me in early 2010, when we initially developed a slightly different version of this system. We have re-designed the software to be server-based, rather than web-based, which posed insurmountable challenges to its overall usefulness.

As CN has previously announced, this system is available to you at no cost, and it is now ready for installation. It can be used on a dedicated computer or

accessed by your existing systems, and CN will maintain the system software at its own expense.

Acceptance is simple. I have enclosed two copies of a no-cost License Agreement for you to fill out. It explains what the system may be used for and who may use it. If after your review you have questions about the agreement, or if your technology expert has questions, please feel free to contact me for more information.

I realize that there are communities whose emergency services are provided by one or more wider-area response agencies - some are county-wide, others are more local. For those communities so represented, I have included a section on the License Agreement for you to tell me which of these agencies you are allowing as an authorized user on your behalf, and I will extend our software package to them also, with the understanding that they are to be observing the terms of usage of the software per the language of your License Agreement. However, other than what is being provided to your community and authorized users, CN has no additional obligation towards providing further enhancements or modifications to the system. For example, should any authorized user wish to adapt the software for further use such as allowing the output to be used in individual emergency response vehicles, while CN will consider these requests on a case-by-case basis, any further efforts or revisions will not be at CN's expense.

Once I receive both copies of your executed License Agreement, I will have them executed on behalf of CN and will return one fully-signed original for your files, and will then put our technical expert in contact with yours to begin implementation. Please either let me know who that individual is, or give him/her my contact information and have them contact me so we can get this system put in place for your use.

Sincerely,



Jim Kvedaras
Director U.S. Government Affairs
Community Liaison
CN
708-332-3508 office
jim.kvedaras@cn.ca

Enclosure

LICENSE AGREEMENT FOR ACCESS TO GRADE CROSSING DATA

This License Agreement for Access to Grade Crossing Data ("License") is made this ____ day of _____, 2011, by and between Elgin, Joliet and Eastern Railway Company, an indirectly, wholly-owned subsidiary of Canadian National Railway Company ("Licensor") and _____, an Illinois municipal corporation ("Licensee").

WHEREAS, in a decision served in Finance Docket No. 35087 on December 24, 2008 (the "Decision"), the Surface Transportation Board ("STB") granted authority for Canadian National Railway Company ("CNR") and its wholly-owned subsidiary, Grand Trunk Corporation ("GTC"), to control Licensor; and

WHEREAS, CNR and GTC exercised control over Licensor effective February 1, 2009; and

WHEREAS, Licensor and Licensee have independently determined that a system allowing Licensee to determine whether active warning devices are operating at various grade crossings in and around Licensee's boundaries would be beneficial to Licensee in directing emergency vehicles.

NOW, THEREFORE, intending to be lawfully bound, Licensor and Licensee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The preamble contained above is incorporated herein by reference.
2. Licensor hereby grants to Licensee a nonexclusive, nontransferable license to access the Data (as described below) in accordance with the terms and conditions of this License. Licensor will issue Licensee access protections for access to the Data.
3. As used in this License, "Data" shall mean a nearly real-time visualization reflecting whether the grade crossing warning devices at the following public at-grade roadway-railroad crossings are active or inactive: (list names of all roadways)

Licensor shall promptly amend the Data to include information reflecting the status of active warning devices at any at-grade roadway-railroad crossings that are established between _____ and _____ (list boundary roadways) subsequent to the date of this License.

4. Licensor will reimburse Licensee for purchase of appropriate hardware sufficient for viewing the Data. Upon installation, Licensee shall be the sole owner of the hardware, but use of said hardware shall continue to be governed by this License.

Licensor will also provide, at Licensor's sole cost and expense, sufficient technological expertise to assist Licensee in bringing the hardware on line. Viewing locations shall be limited to the minimum number necessary to provide efficient dispatching of emergency responders, with one per dispatch center, or as mutually agreed by the parties.

5. For a period of one year after the effective date of this License, Licensor shall provide, at its sole cost and expense, replacement hardware for any hardware that shall fail, and sufficient technological expertise to trouble-shoot any problems with performance of the hardware. Subsequent to the period of one year after the effective date of this License, Licensee shall be solely responsible, at its sole cost and expense, to repair or replace any hardware, and to provide technological expertise to keep the hardware operational.

6. Licensee may grant access to the data provided hereunder to the emergency response agencies listed below. Licensee agrees that such use shall be subject to all of the terms and conditions of this Agreement, and that the emergency response agencies listed below shall be treated under this Agreement for all purposes as Licensee hereunder.

7. Licensee shall limit access to the Data to employees and agents of Licensee with a need to know the Data in the course and scope of their employment or work for Licensee. Licensee shall protect the Data from disclosure beyond the rights granted herein using the same security and procedures it uses to protect other confidential or proprietary information. Under no circumstance may Licensee provide access under any terms or conditions to any person, agency or company not an employee or agent of Licensee needing access to the data in the course and scope of their employment or work for Licensee.

8. Licensee acknowledges that grade crossing warning devices are designed to operate in a "fail-safe" mode, meaning that they reflect an active status for a variety of circumstances, including the presence of a train or other railroad equipment on the tracks in the vicinity of the grade crossing, low power to the active warning devices, mechanical defects to the devices and associated facilities, etc. Licensor will use reasonable efforts to assure that the Data is continuously streamed on a real-time basis, but Licensor does not warrant that the information contained in the Data will meet Licensee's requirements or that the access to the Data will be uninterrupted or error free. The Data is provided "as is," and use of the Data shall be at Licensee's sole risk and expense. **LICENSOR MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THE DATA, ITS FITNESS FOR LICENSEE'S PURPOSE OR ANY OTHER PURPOSE, OR THAT ACCESS TO THE DATA WILL BE FREE FROM INTERRUPTION.** The entire risk as to the quality and performance of the Data, or any portion thereof, is with Licensee. Licensor

shall not be liable for any loss or injury arising out of, or caused, in whole or in part, by Licensor's negligent acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering information contained in Data.

9. Licensee acknowledges that it will use the Data only in real time for the purpose of dispatching emergency responders such as police, fire, and medical personnel. Any other use of the Data beyond that allowed herein is strictly prohibited and constitutes a material breach of this License. Licensee will not record, print, copy, modify, adapt, translate, alter, create derivative works, or otherwise make a record of all or any part of the Data or incorporate the Data into any other format or usage for any purpose whatsoever.

10. Licensee shall make reasonable efforts to provide users of the Data with appropriate notice of the terms and conditions under which access to this License is granted, and in particular, any limitations on access or use of the Data as set forth in this License.

11. The Data contains material proprietary to Licensor and other third parties. Except for the limited viewing rights granted herein, all rights, title and ownership in the Data, including all copyrights, patents, trade secrets, and trademarks therein, remain with Licensor as applicable.

12. This License will terminate in the event that Licensee breaches any provision of this License and will automatically terminate without notice if any such breach occurs. Licensee must promptly notify Licensor of any breach of this License. Upon termination, Licensee must immediately cease using the Data. Licensee acknowledges that use of the Data beyond the strict limitations allowed in this License could cause irreparable harm and significant injury to Licensor that may be difficult to quantify. Accordingly, Licensee agrees that Licensor shall be entitled to immediate injunctive relief from breach or threatened breach of this License, in addition to any other rights and remedies it may have, without the posting of a bond.

13. All notices under this License shall be sent via U.S. First Class Mail, via telefax, or via an overnight delivery service. All notices are effective upon receipt. Notices shall be sent to:

If to EJ&E:

Senior Manager Signals and Communications
CN
17641 S. Ashland Avenue
Homewood, IL 60430
Tel: (708) 332-3560
Fax: (708) 332-4361

If to

: (Licensee name and contact information)

14. In no event shall Licensor be liable for any indirect special, incidental, punitive, or consequential damages, including lost profits, arising out of the use or performance of the Data even if Licensor has been advised of the possibility of such damages.

15. Licensee acknowledges that it has read this License, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the License, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this License. This License may not be modified or altered except by a written instrument duly executed by both parties.

16. This License shall be governed by and construed exclusively in accordance with the laws of the State of Illinois, regardless of choice of law requirements. The parties hereby consent to the jurisdiction of the state and federal courts of Cook County, Illinois for the purpose of any suit, action or proceeding arising out of or related to this License and expressly waive any and all objections they may have as to venue in any of such courts.

17. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

18. If any of the provisions of this License are held to be invalid by a court of competent jurisdiction the remaining provisions of this Agreement shall remain in full force and effect.

Intending to be legally bound hereby, the parties affix their authorized signatures below.

LICENSOR:

LICENSEE:

ELGIN, JOLIET &
EASTERN RAILWAY COMPANY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

LICENSE AGREEMENT FOR ACCESS TO GRADE CROSSING DATA

This License Agreement for Access to Grade Crossing Data ("License") is made this ____ day of _____, 2011, by and between Elgin, Joliet and Eastern Railway Company, an indirectly, wholly-owned subsidiary of Canadian National Railway Company ("Licensor") and _____, an Illinois municipal corporation ("Licensee").

WHEREAS, in a decision served in Finance Docket No. 35087 on December 24, 2008 (the "Decision"), the Surface Transportation Board ("STB") granted authority for Canadian National Railway Company ("CNR") and its wholly-owned subsidiary, Grand Trunk Corporation ("GTC"), to control Licensor; and

WHEREAS, CNR and GTC exercised control over Licensor effective February 1, 2009; and

WHEREAS, Licensor and Licensee have independently determined that a system allowing Licensee to determine whether active warning devices are operating at various grade crossings in and around Licensee's boundaries would be beneficial to Licensee in directing emergency vehicles.

NOW, THEREFORE, intending to be lawfully bound, Licensor and Licensee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The preamble contained above is incorporated herein by reference.
2. Licensor hereby grants to Licensee a nonexclusive, nontransferable license to access the Data (as described below) in accordance with the terms and conditions of this License. Licensor will issue Licensee access protections for access to the Data.
3. As used in this License, "Data" shall mean a nearly real-time visualization reflecting whether the grade crossing warning devices at the following public at-grade roadway-railroad crossings are active or inactive: (list names of all roadways)

Licensor shall promptly amend the Data to include information reflecting the status of active warning devices at any at-grade roadway-railroad crossings that are established between _____ and _____ (list boundary roadways) subsequent to the date of this License.

4. Licensor will reimburse Licensee for purchase of appropriate hardware sufficient for viewing the Data. Upon installation, Licensee shall be the sole owner of the hardware, but use of said hardware shall continue to be governed by this License.

Licensor will also provide, at Licensor's sole cost and expense, sufficient technological expertise to assist Licensee in bringing the hardware on line. Viewing locations shall be limited to the minimum number necessary to provide efficient dispatching of emergency responders, with one per dispatch center, or as mutually agreed by the parties.

5. For a period of one year after the effective date of this License, Licensor shall provide, at its sole cost and expense, replacement hardware for any hardware that shall fail, and sufficient technological expertise to trouble-shoot any problems with performance of the hardware. Subsequent to the period of one year after the effective date of this License, Licensee shall be solely responsible, at its sole cost and expense, to repair or replace any hardware, and to provide technological expertise to keep the hardware operational.

6. Licensee may grant access to the data provided hereunder to the emergency response agencies listed below. Licensee agrees that such use shall be subject to all of the terms and conditions of this Agreement, and that the emergency response agencies listed below shall be treated under this Agreement for all purposes as Licensee hereunder.

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8. Licensee acknowledges that grade crossing warning devices are designed to operate in a "fail-safe" mode, meaning that they reflect an active status for a variety of circumstances, including the presence of a train or other railroad equipment on the tracks in the vicinity of the grade crossing, low power to the active warning devices, mechanical defects to the devices and associated facilities, etc. Licensor will use reasonable efforts to assure that the Data is continuously streamed on a real-time basis, but Licensor does not warrant that the information contained in the Data will meet Licensee's requirements or that the access to the Data will be uninterrupted or error free. The Data is provided "as is," and use of the Data shall be at Licensee's sole risk and expense. **LICENSOR MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THE DATA, ITS FITNESS FOR LICENSEE'S PURPOSE OR ANY OTHER PURPOSE, OR THAT ACCESS TO THE DATA WILL BE FREE FROM INTERRUPTION.** The entire risk as to the quality and performance of the Data, or any portion thereof, is with Licensee. Licensor

shall not be liable for any loss or injury arising out of, or caused, in whole or in part, by Licensors negligent acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering information contained in Data.

9. Licensee acknowledges that it will use the Data only in real time for the purpose of dispatching emergency responders such as police, fire, and medical personnel. Any other use of the Data beyond that allowed herein is strictly prohibited and constitutes a material breach of this License. Licensee will not record, print, copy, modify, adapt, translate, alter, create derivative works, or otherwise make a record of all or any part of the Data or incorporate the Data into any other format or usage for any purpose whatsoever.

10. Licensee shall make reasonable efforts to provide users of the Data with appropriate notice of the terms and conditions under which access to this License is granted, and in particular, any limitations on access or use of the Data as set forth in this License.

11. The Data contains material proprietary to Licensors and other third parties. Except for the limited viewing rights granted herein, all rights, title and ownership in the Data, including all copyrights, patents, trade secrets, and trademarks therein, remain with Licensors as applicable.

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13. All notices under this License shall be sent via U.S. First Class Mail, via telefax, or via an overnight delivery service. All notices are effective upon receipt. Notices shall be sent to:

If to EJ&E:

Senior Manager Signals and Communications
CN
17641 S. Ashland Avenue
Homewood, IL 60430
Tel: (708) 332-3560
Fax: (708) 332-4361

If to _____ : (Licensee name and contact information)

14. In no event shall Licensor be liable for any indirect special, incidental, punitive, or consequential damages, including lost profits, arising out of the use or performance of the Data even if Licensor has been advised of the possibility of such damages.

15. Licensee acknowledges that it has read this License, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the License, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this License. This License may not be modified or altered except by a written instrument duly executed by both parties.

16. This License shall be governed by and construed exclusively in accordance with the laws of the State of Illinois, regardless of choice of law requirements. The parties hereby consent to the jurisdiction of the state and federal courts of Cook County, Illinois for the purpose of any suit, action or proceeding arising out of or related to this License and expressly waive any and all objections they may have as to venue in any of such courts.

17. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

18. If any of the provisions of this License are held to be invalid by a court of competent jurisdiction the remaining provisions of this Agreement shall remain in full force and effect.

Intending to be legally bound hereby, the parties affix their authorized signatures below.

LICENSOR:

LICENSEE:

ELGIN, JOLIET &
EASTERN RAILWAY COMPANY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

EXHIBIT 2



VILLAGE OF

a great place to live, work, and play

BARRINGTON

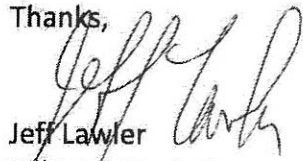
December 4, 2012

Mr. Jim Kvedaras
Senior Manager US Public & Government Affairs
Canadian National Railroad
17641 South Ashland Avenue
Homewood, Illinois 60430

Dear Jim,

I have reviewed the attached, "License Agreement for Access to Grade Crossing Data" and have made a modification to the agreement that would work better for my community. Please review this modification with the appropriate office at Canadian National to see if this is agreeable?

Thanks,


Jeff Lawler
Village Manager

VILLAGE HALL
200 S. HOUGH ST.
BARRINGTON, IL 60010
(847) 304-3400

PRESIDENT & BOARD
MANAGER'S OFFICE
TEL (847) 304-3444
FAX (847) 304-3490

COMMUNITY AND
FINANCIAL SERVICES
TEL (847) 304-3400
FAX (847) 381-7506

DEVELOPMENT SERVICES
TEL (847) 304-3460
FAX (847) 381-1056

PUBLIC WORKS
300 N. RAYMOND AVE.
BARRINGTON, IL 60010
TEL (847) 381-7903
FAX (847) 382-3030

PUBLIC SAFETY
400 N. NORTHWEST HWY.
BARRINGTON, IL 60010

POLICE
TEL (847) 304-3300
FAX (847) 381-2165

FIRE
TEL (847) 304-3600
FAX (847) 381-1889

LICENSE AGREEMENT FOR ACCESS TO GRADE CROSSING DATA

This License Agreement for Access to Grade Crossing Data ("License") is made this ____ day of _____, 2012, by and between Elgin, Joliet and Eastern Railway Company, an indirectly, wholly-owned subsidiary of Canadian National Railway Company ("Licensor") and _____, an Illinois municipal corporation ("Licensee").

WHEREAS, in a decision served in Finance Docket No. 35087 on December 24, 2008 (the "Decision"), the Surface Transportation Board ("STB") granted authority for Canadian National Railway Company ("CNR") and its wholly-owned subsidiary, Grand Trunk Corporation ("GTC"), to control Licensor; and

WHEREAS, CNR and GTC exercised control over Licensor effective February 1, 2009; and

WHEREAS, Licensor and Licensee have independently determined that a system allowing Licensee to determine whether active warning devices are operating at various grade crossings in and around Licensee's boundaries would be beneficial to Licensee in directing emergency vehicles.

NOW, THEREFORE, intending to be lawfully bound, Licensor and Licensee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

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10. Licensee shall make reasonable efforts to provide users of the Data with appropriate notice of the terms and conditions under which access to this License is granted, and in particular, any limitations on access or use of the Data as set forth in this License.

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If to EJ&E:

Senior Manager Signals and Communications
CN
17641 S. Ashland Avenue
Homewood, IL 60430
Tel: (708) 332-3560

Fax: (708) 332-4361

If to _____ : (Licensee name and contact information)

14. In no event shall Licensor be liable for any indirect special, incidental, punitive, or consequential damages, including lost profits, arising out of the use or performance of the Data even if Licensor has been advised of the possibility of such damages.

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18. If any of the provisions of this License are held to be invalid by a court of competent jurisdiction the remaining provisions of this Agreement shall remain in full force and effect.

Intending to be legally bound hereby, the parties affix their authorized signatures below.

LICENSOR:

LICENSEE:

ELGIN, JOLIET &
EASTERN RAILWAY COMPANY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____ Title: _____

EXHIBIT 3

HARKINS CUNNINGHAM LLP

Attorneys at Law

David A. Hirsh
dhirsh@harkinscunningham.com
Direct Dial: 202.973.7606

1700 K Street, N.W.
Suite 400
Washington, D.C. 20006-3804
Telephone 202.973.7600
Facsimile 202.973.7610

October 17, 2013

Ms. Phillis Johnson-Ball
Deputy Director
Office of Environmental Analysis
Surface Transportation Board
395 E Street, SW
Washington, DC 20423

Dear Ms. Johnson-Ball:

Please find enclosed the nineteenth quarterly status report on CN's implementation of the environmental and safety mitigation measures imposed in the Board's final decision served December 24, 2008 approving CN's acquisition of the major portion of the Elgin, Joliet and Eastern Railway Company (EJ&E), and in the Board's subsequent decision served December 21, 2010.

As documented in our report and the attachments, we continue to make progress on these measures and conditions.

- Quiet zones have been established in Dyer and Park Forest.
- Delineators have been installed on medians at-grade rail/highway crossings in Lynwood and Park Forest to comply with quiet zone requirements in those communities.
- During the Fourth Quarter of 2013, CN expects to begin construction of compensatory storm water storage and wetland mitigation acreage, mitigating environmental impacts related to acquisition of the EJ&E, on property owned by the Forest Preserve District of DuPage County, in accordance with CN's agreement with the District.

HARKINS CUNNINGHAM LLP

Attorneys at Law

Ms. Lucille Marvin

October 17, 2013

Page 2

Please do not hesitate to contact me if you or your colleagues have any questions on this report or need additional information on CN's environmental mitigation activities.

Sincerely,

A handwritten signature in dark ink, appearing to read "David A. Hirsh", written in a cursive style.

David A. Hirsh

*Counsel for Canadian National Railway
Company and Grand Trunk Corporation*

Enclosure

cc: Victoria Rutson

Number	Category & Sub Category	Description	Implementation Deadline	Status	Comments to STB
15)		Applicants shall coordinate with IDOT and the appropriate counties and affected communities to develop a program to install traffic advisory signs on roadway ROW at certain public highway/rail at-grade crossings along the EJ&E rail line. These signs shall clearly advise motorists not to block intersections, and the format and lettering of these signs shall comply with FHWA's Manual on Uniform Traffic Control Devices. These signs shall be in place within a year of the effective date of the Board's final decision, subject to the approval of the coordinating agencies, and shall be located near the following intersections: a. Old McHenry Road/Midwestern Road, Hawthorn Woods, Illinois; b. Main Street/IL 22, Lake Zurich, Illinois; c. Hough Street (IL 59)/Northwest Highway (US 14), Barrington, Illinois; d. Plainfield-Naperville Road/IL 59, Plainfield, Illinois.	1 year	Completed. Lake County has agreed to install traffic advisory signs on Old McHenry Road. Coordination has begun with IDOT on other locations. IDOT advises do not block intersection signs unwarranted. Please see Condition #15 Attachment. Advisory signs have been installed along Old McHenry Road.	
16)		Applicants shall construct the revised connection at Matteson, Illinois, and the revised double track connection at Leithton (near Mundelein, Illinois) as described in the Applicants' letters dated August 21, 2008 and September 17, 2008, respectively.		Construction of Matteson connection, as described in CN letter of 8/21/08, was completed in Q4 2011. First of two tracks in service as of 12/12/2011. Second track was completed in Q4 2012.	
17)		As requested by the Illinois Commerce Commission, Applicants shall consult with Illinois Commerce Commission, as well as INDOT, to locate roadway intersections with traffic lights within 1,000 feet of existing highway/rail at-grade crossings along the EJ&E rail line to identify circumstances where queued cars could extend over the EJ&E rail line and to consider reasonable solutions.		CN has begun coordination with ICC. CN has begun coordination with INDOT. No further progress.	
18)	Emergency Response	In addition to VM 42, to further assist with the timely response of the emergency service providers listed in Table ES- 1 below. Applicants shall consult with all appropriate agencies to implement a CCTV system with video cameras placed in locations so that the movement of trains can reasonably be predicted at the highway/rail at-grade crossings listed in Table ES- 1. Applicants shall pay for the necessary equipment, including cameras, monitors, poles, cables, controllers, cabinets, communications equipment, electrical connections, or other necessary components, electrical connections, or other necessary components, the installation of the equipment, the equipment training for up to two individuals for each emergency service provider listed in Table ES- 1 below. Applicants shall work with all appropriate agencies to determine specifications and scheduling for the installation of this system. Applicants shall not be responsible for the ongoing maintenance and operation of the CCTV system after the system is installed and operational.		In progress/alternative technology being developed and discussed with municipalities and response agencies. Final proposal received; CN approved June 2009. First implementation meetings on 9/2/09 and 9/23/09. See Condition #18 Attachment for copies of correspondence from relevant communities. Most recent call took place on 12/10/09. STB Decision #24 confirmed that ACS is an appropriate substitute for CCTV. Contract with vendor has been executed to redesign initial ACS to allow for constant access by dispatchers. Installation will begin as soon as possible following execution by communities of software licensing agreement. See VM #42 ACS Attachment, updated through 9/20/12. Ongoing.	

Supporting Documents for STB Condition No. 9 (VM 42)

Documents Include:

- Active Crossing System Distribution

VM #42 ACS Attachment



Active Crossing System Distribution

Community	License Agreement Sent	License Agreement Received	Software in Use	Notes:
Dyer	22-Jul-11			
Gary	17-Feb-12			
Griffith	20-Jul-11	26-Sep-11	27-Sep-11	
Schererville	20-Jul-11			
Aurora	14-Sep-11			
Barrington	25-Jul-11			
Barrington Hills	25-Jul-11			
Bartlett	14-Sep-11			
Chicago Heights	17-Oct-11			
Crest Hill	17-Oct-11			
Elgin	NO AT-GRADE CROSSINGS THRU ELGIN			
Frankfort	17-Oct-11			
Hawthorn Woods	14-Sep-11			
Hoffman Estates	14-Sep-11			
Joliet	17-Feb-12			
Lake Zurich	2-Mar-10	22-Jan-10		

Community	License Agreement Sent	License Agreement Received	Software in Use	Notes:
Long Grove	NO AT-GRADE CROSSINGS THRU LONG GROVE			
Matteson	14-Sep-11	10-Sep-13		
Mokena	17-Oct-11			28-Dec-11 resent agreement in Word format
Mundelein	14-Sep-11			
New Lenox	17-Oct-11			
Park Forest	14-Sep-11			
Plainfield	17-Oct-11	28-Dec-11		
Richton Park	17-Oct-11			
Sauk Village	17-Oct-11			
Vernon Hills	17-Oct-11	14-Sep-12	24-Sep-12	
Warrenville	14-Sep-11			
Wayne	14-Sep-11	27-Mar-12		
West Chicago	17-Feb-12			

EXHIBIT 4



Karen Borlaug Phillips
Vice President
Public and Government Affairs

601 Pennsylvania Avenue, NW
Suite 500, North Building
Washington, DC 20004
T 202-347-7816
F 202-347-8237

karen.phillips@cn.ca

July 15, 2014

Ms. Phillis Johnson-Ball
Deputy Director
Office of Environmental Analysis
Surface Transportation Board
395 E Street, SW
Washington, DC 20423

Dear Ms. Johnson-Ball:

Please find enclosed the twenty-second quarterly status report on CN's implementation of the environmental and safety mitigation measures imposed in the Board's final decision served December 24, 2008 approving CN's acquisition of the major portion of the Elgin, Joliet and Eastern Railway Company (EJ&E), and in the Board's subsequent decision served December 21, 2010.

As documented in our report and the attachments, we continue to make progress on these measures and conditions.

Please do not hesitate to contact me if you or your colleagues have any questions on this report or need additional information on CN's environmental mitigation activities.

Sincerely,

A handwritten signature in black ink that reads "Karen Borlaug Phillips". The signature is written in a cursive, flowing style.

Karen Borlaug Phillips
Vice President
Public and Government Affairs

Enclosure

cc: Victoria Rutson

Number	Category & Sub Category	Description	Implementation Deadline	Status	Comments
15)		Applicants shall coordinate with IDOT and the appropriate counties and affected communities to develop a program to install traffic advisory signs on roadway ROW at certain public highway/rail at-grade crossings along the E&J rail line. These signs shall clearly advise motorists not to block intersections, and the format and lettering of these signs shall comply with FHWA's Manual on Uniform Traffic Control Devices. These signs shall be in place within a year of the effective date of the Board's final decision, subject to the approval of the coordinating agencies, and shall be located near the following intersections: a. Old McHenry Road/Midlothian Road, Hawthorn Woods, Illinois; b. Main Street/IL 22, Lake Zurich, Illinois; c. Hough Street (IL 59)/Northwest Highway (US 14), Barrington, Illinois; d. Plainfield-Naperville Road/IL 59, Plainfield, Illinois.	1 year	Completed. Lake County has agreed to install traffic advisory signs on Old McHenry Road. Coordination has begun with IDOT on other locations. IDOT advises 'do not block intersection' signs unwarranted. Please see <i>Condition #15 Attachment</i> . Advisory signs have been installed along Old McHenry Road.	
16)		Applicants shall construct the revised connection at Matteson, Illinois, and the revised double track connection at Leithton (near Mundelein, Illinois) as described in the Applicants' letters dated August 21, 2008 and September 17, 2008, respectively.		Construction of Matteson connection, as described in CN letter of 8/21/08, was completed in Q4 2011. First of two tracks in service as of 12/12/2011. Second track was completed in Q4 2012.	
17)		As requested by the Illinois Commerce Commission, Applicants shall consult with Illinois Commerce Commission, as well as INDOT, to locate roadway intersections with traffic lights within 1,000 feet of existing highway/rail at-grade crossings along the E&J rail line to identify circumstances where queued cars could extend over the E&J rail line and to consider reasonable solutions.		CN has begun coordination with ICC. CN has begun coordination with INDOT. No further progress.	
18)	Emergency Response	In addition to VM 42, to further assist with the timely response of the emergency service providers listed in Table ES- 1 below, Applicants shall consult with all appropriate agencies to implement a CCTV system with video cameras placed in locations so that the movement of trains can reasonably be predicted at the highway/rail at-grade crossings listed in Table ES- 1. Applicants shall pay for the necessary equipment, including cameras, monitors, poles, cables, controllers, cabinets, communications equipment, electrical connections, or other necessary components, electrical connections, or other necessary components, the installation of the equipment, the equipment training for up to two individuals for each emergency service provider listed in Table ES- 1 below. Applicants shall work with all appropriate agencies to determine specifications and scheduling for the installation of this system. Applicants shall not be responsible for the ongoing maintenance and operation of the CCTV system after the system is installed and operational.		In progress/alternative technology being developed and discussed with municipalities and response agencies. Final proposal received; CN approved June 2009. First implementation meetings on 9/2/09 and 9/23/09. See <i>Condition #18 Attachment for copies of correspondence from relevant communities</i> . Most recent call took place on 12/10/09. STB Decision #24 confirmed that ACS is an appropriate substitute for CCTV. Contract with vendor has been executed to redesign initial ACS to allow for constant access by dispatchers. Installation will begin as soon as possible following execution by communities of software licensing agreement. See <i>VM #42 ACS Attachment, updated through 9/30/13, for status of software licensing and implementation of ACS</i> . Ongoing. In Q1 2014, letters were sent to communities that had not executed a software licensing agreement with CN. The letter reminded each community of the ongoing availability of the ACS system should they wish to pursue a licensing agreement in the future.	

EXHIBIT 5

HARKINS CUNNINGHAM LLP

Attorneys at Law

David A. Hirsh
dhirsh@harkinscunningham.com
Direct Dial: 202.973.7606

1700 K Street, N.W.
Suite 400
Washington, D.C. 20006-3804
Telephone 202.973.7600
Facsimile 202.973.7610

January 15, 2015

Ms. Phillis Johnson-Ball
Deputy Director
Office of Environmental Analysis
Surface Transportation Board
395 E Street, SW
Washington, DC 20423

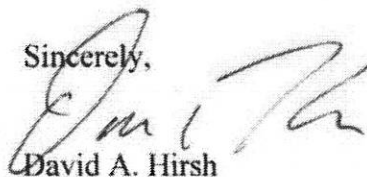
Dear Ms. Johnson-Ball:

Enclosed please find the twenty-fourth quarterly status report on CN's implementation of the environmental and safety mitigation measures imposed in the Board's final decision served December 24, 2008 approving CN's acquisition of the major portion of the Elgin, Joliet and Eastern Railway Company (EJ&E), and in the Board's subsequent decision served December 21, 2010.

As documented in the report and attachments, CN continues to make progress on these measures and conditions.

Please do not hesitate to contact me if you or your colleagues have any questions on this report or need additional information on CN's environmental mitigation activities.

Sincerely,



David A. Hirsh

*Counsel for Canadian National Railway
Company and Grand Trunk Corporation*

Enclosure

cc: Victoria Rutson

Supporting Documents for STB Condition No. 9 (VM 42)

Documents Include:

- Active Crossing System Distribution

VM #42 ACS Attachment



Active Crossing System Distribution

Community	License Agreement Sent	Software in Use	Notes:
Dyer	22-Jul-11	Y	
Gary	17-Feb-12		
Griffith	20-Jul-11	Y	
Schererville	20-Jul-11		
Aurora	14-Sep-11		
Barrington	25-Jul-11	Y	
Barrington Hills	25-Jul-11		
Bartlett	14-Sep-11		
Chicago Heights	17-Oct-11		
Crest Hill	17-Oct-11		
Elgin	NO AT-GRADE CROSSINGS THRU ELGIN		
Ford Heights	SENT TO SAUK VILLAGE		
Frankfort	17-Oct-11		
Hawthorn Woods	14-Sep-11		
Hoffman Estates	14-Sep-11		
Joliet	17-Feb-12		

Community	License Agreement Sent	Software in Use	Notes:
Lake Zurich	2-Mar-10	Y	
Long Grove	NO AT-GRADE CROSSINGS THRU LONG GROVE		
Matteson	14-Sep-11	Y	
Mokena	17-Oct-11		
Mundelein	14-Sep-11		
New Lenox	17-Oct-11		
Park Forest	14-Sep-11		
Plainfield	17-Oct-11	Y	
Richton Park	17-Oct-11		
Sauk Village	17-Oct-11		
Vernon Hills	17-Oct-11	Y	
Warrenville	14-Sep-11		
Wayne	14-Sep-11	Y	
West Chicago	17-Feb-12		

EXHIBIT 6

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** ("Memorandum") is made and entered into this ____ day of November, 2009, by and between the **Village of Lake Zurich**, an Illinois municipal corporation ("Lake Zurich") and **Grand Trunk Corporation**, a wholly owned U.S. subsidiary and owner of the U.S. rail operating subsidiaries of Canadian National Railway Company (collectively, "GTC"), and co-applicant in the filing before the Surface Transportation Board ("STB") in STB Finance Docket No. 35087. This Memorandum sets out certain commitments GTC is prepared to make to address the following issues resolved by the parties related to existing train traffic and changes in train traffic anticipated as a result of the CN/EJ&EW transaction ("Transaction"), authorized by the STB on December 24, 2008 in STB Finance Docket No. 35087, and the corresponding agreement by Lake Zurich that these commitments by GTC resolve any outstanding concerns Lake Zurich has related to the Transaction. The specific terms of this Memorandum between GTC and Lake Zurich are summarized below, and will be effective upon the execution of this Memorandum by duly authorized representatives of Lake Zurich and GTC.

A.**I Quiet Zones**

- (A) GTC will fund additional measures required to maintain the existing Quiet Zone designation on the EJ&EW line acquired by GTC within the planning limits of Lake Zurich should the retention of the designation be jeopardized by additional train volumes on the line resulting from the transaction. This provision will be limited for a period of 10 years from the date of acquisition by GTC of control of EJ&EW.

II Noise and Safety Mitigation

GTC will provide \$ 1,960,000 for noise mitigation, safety fencing, or road improvements for adjacent village streets, residential, school, and park properties within Lake Zurich. These funds may be used to cover reimbursement or construction costs for the improvements including design and engineering. Lake Zurich may use these funds for any combination of mitigation elements constructed on non-railroad property, but immediately adjacent to the right of way. In addition, Lake Zurich may utilize any portion of these funds to administer a mitigation fund for distribution to adjacent property owners. Lake Zurich or adjacent property owners will be responsible for the construction, ownership and maintenance of all improvements. If noise walls are selected as an option, GTC shall allow construction on the railroad property line provided Lake Zurich assumes all ownership and maintenance through a license agreement with GTC.

Within 90 days from the effective date of this agreement, Lake Zurich shall submit to GTC a specific preliminary plan for use of the funds, along with any criteria for disbursement if funds are distributed to individual property owners. GTC will disburse 100% of these funds within 30

days of the receipt of the plan. Lake Zurich will be responsible for providing a semi-annual report to GTC of all expenditures.

III Emergency Response and Training

GTC will provide training, both in-house and off-site, at no cost to Lake Zurich for Lake Zurich's emergency responders. GTC will complete a training plan in conjunction with the designated Fire/Rescue Department representatives within 6 months after effective date of this agreement. All training will be completed within a 3-year span. Specialized training will be limited to qualified candidates submitted by Lake Zurich. This does not preclude additional training in subsequent years for new employees and as refresher. GTC will cover tuition, transportation, lodging and meals as required.

IV Communications

GTC will fund at its sole expense the establishment of a specific emergency protocol and dispatching view capability on behalf of Lake Zurich. The monitoring system will be web-based and allow for viewing of train location and direction of travel. GTC shall bear the cost of the hardware, software and communication equipment in order to provide specific emergency protocol and dispatching view capabilities as identified above.

V Annexation

GTC will allow Lake Zurich to annex railroad owned property within Lake Zurich's municipal limits, provided all costs and filings are the responsibility of Lake Zurich and GTC has the right to review and accept all documents. Lake Zurich shall designate such property within three years of the date of execution of this memorandum. Any future annexation requests made by Lake Zurich will be considered by GTC within a reasonable timeline.

VI Other

- (A) GTC will provide license agreements, using GTC's standard utility license agreement at no cost, to govern those municipally owned utility crossings that exist but are not recorded. GTC engineering will cooperate in reviewing records and facilities to identify any such utility crossings. It shall be the responsibility of Lake Zurich to identify and prepare the documentation for these crossings within 12 months of the date of execution of this memorandum. In addition, GTC shall provide a maximum of 6 additional license agreements at no cost to Lake Zurich for new utility crossings, to be located by mutual agreement of the parties, within the 3-year period after execution of this memorandum.
- (B) GTC has been advised that Lake Zurich intends to pursue two specific road improvement projects that involve current grade crossings. In the case of Church Street, Lake Zurich plans to relocate the existing grade crossing to accommodate a realignment of the street. GTC shall provide an expeditious review of the

engineering proposal when presented and hereby agrees to grant the license agreement for the new alignment at no cost to Lake Zurich using GTC's standard crossing agreement. Should a grade separation be determined to be the preferred alternative at East Main Street crossing, GTC agrees to support the project in the form of the customary railroad proportional share of the capital cost, not to exceed 10%. In the case of Ela Road, GTC commits to the same expeditious engineering review. Should the project involve the closure of the Ela road grade crossing and diversion of traffic to the existing Rand route underpass, GTC agrees to support the project in the form of the customary railroad proportional share of the capital cost, not to exceed 10%.

- (C) GTC will pay up to \$30,000 to secure the 3 culvert/cattle crossings within Lake Zurich. GTC will consult with Lake Zurich to develop a plan. GTC will have the option of performing the improvements, or allocating the funds to Lake Zurich to accomplish the same. GTC will complete the work, or deliver the funds, within one year of the date of this agreement.

B.

CONDITIONS FOR GTC'S OBLIGATIONS UNDER THIS MEMORANDUM OF AGREEMENT

I. The commitments of GTC set forth in this Agreement are conditioned upon the following:

- A. Upon execution of this Memorandum, GTC will fulfill its commitments contained in this agreement within a three-year period after the effective date of this agreement, unless otherwise specified herein. GTC may request an additional two-year period should Lake Zurich submit modifications to the initial noise and safety mitigation plans referenced in Section II above. Lake Zurich will accept funds committed for the mitigation provided in Section II and, and absent such an extension, complete installation of improvements or distribution of said funds within the same three-year period.
- B. Lake Zurich agrees that it shall not make further submissions in the STB proceeding or in appellate proceedings without GTC's prior review and approval except in support of this agreement and/or the STB's decision approving the Transaction. Lake Zurich shall formally withdraw from the TRAC coalition within 30 days of executing this memorandum.

II. Confidentiality

This negotiated Memorandum and its terms shall be confidential, except to the extent disclosure may be essential for consideration by the Lake Zurich corporate authorities at a public meeting and as otherwise required by law and only after notice to, and consultation between GTC and Lake Zurich, and except that it may be submitted to the STB's Section of Environmental Analysis ("SEA"), subject to a request that it be kept confidential by SEA and the STB.

III. Sole Remedy

It is the intent of the parties to this Memorandum that the STB require GTC's compliance with this agreement in lieu of any additional or inconsistent mitigation that the STB might otherwise impose regarding environmental impacts in Lake Zurich. SEA has asked that CN provide copies of any formalized agreements between GTC and affected communities, and the parties agree that GTC shall provide a copy of this Memorandum to SEA upon execution.

Agreed To:

GTC

By:

GTC

Title

Date: _____

Attest: _____

By: _____

Agreed To:

Village of Lake Zurich

By: _____
Suzanne Branding
Village President

Date: _____

Attest:

By: _____
Wende Dau
Village Clerk

EXHIBIT 7



VILLAGE OF

a great place to live, work, and play

BARRINGTON

August 29, 2018

Mr. Jim Kvedaras
Director of U.S. Government Affairs
Canadian National Railway
17641 South Ashland Avenue
Homewood, IL 60430

Via email to Jim.Kvedaras@cn.ca

Dear Jim:

Thank you so much for your letter of August 24, 2018 regarding the ACS system that was offered to the Village of Barrington on November 22, 2016 in response to the Surface Transportation Board's order of December 24, 2008 requiring mitigation to assist emergency responders in Barrington.

As an initial point, I would like to remind you that Barrington has never signed any agreement with CN to secure any version of the ACS technology. CN instituted the ACS technology in lieu of installing crossing cameras to meet the Board's Mitigation Condition 18 – an order that lawfully obligated CN to institute emergency responder mitigation in Barrington. As a result, the Village has never needed to execute any licensing agreement. That CN may have decided to provide the ACS technology to other EJ&E communities on a voluntary basis if they signed a licensing agreement is really not material with regard to CN's obligations to Barrington in light of the Board's conditioning authority.

If CN would like to have the latest version of the ACS technology installed in Barrington as clearly ordered by the Board, I do not object. Please note, however, that after our experience with its lack of efficacy as outlined in our August 8, 2018 petition filed with the STB, Village officials charged with public safety know it will not be of any real assistance – especially with emergency response. Simply put, we know that it will not assist victims in need of timely critical care who must be transported from the south side of the tracks northwest to Advocate Good Shepherd Hospital simply because any alternative routings or alternative hospital choices add an unacceptable level of time to the transport – time that victims of heart attack or stroke cannot afford. Time costs heart function in cardiac event victims. Time reduces brain function in stroke victims.

Additionally, while I appreciate your offer to have the region's emergency responders contact the CN Communications Centre hotline for help with routing decisions, that offer fails to understand that even the CN system has many flaws¹ -- as highlighted by the June 12 incident involving a stopped freight train blocking Barrington's CN rail crossings as a result of mechanical failure. CN's own GPS-based system showed the June 12 train in motion -- even when it was clearly stopped and had

¹ <http://www.viddler.com/v/69638998>

VILLAGE HALL
200 S. HOUGH ST.
BARRINGTON, IL 60010
(847) 304-3400

PRESIDENT & BOARD
MANAGER'S OFFICE
TEL (847) 304-3444
FAX (847) 304-3490

COMMUNITY AND
FINANCIAL SERVICES
TEL (847) 304-3400
FAX (847) 381-7506

DEVELOPMENT SERVICES
TEL (847) 304-3460
FAX (847) 381-1056

PUBLIC WORKS
300 N. RAYMOND AVE.
BARRINGTON, IL 60010
TEL (847) 381-7903
FAX (847) 382-3030

PUBLIC SAFETY
400 N. NORTHWEST HWY.
BARRINGTON, IL 60010

POLICE
TEL (847) 304-3300
FAX (847) 381-2165

FIRE
TEL (847) 304-3600
FAX (847) 381-1889

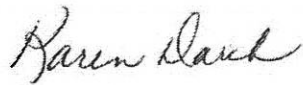
been so for a few minutes, and could not even determine the train's exact location without the help of our emergency responder eyes on the ground (since the GPS system showed the train still moving.)

As shown on June 12, the bottom line remains that even if the ambulances taking patients to the Hospital had contacted your Communication Centre as they were beginning the transport, they would have been in the same position as they ended up in on that day. Why? Because your Communications Centre would have had no idea that the train would shortly be experiencing a mechanical failure and block all of the Village crossings for nearly an hour. But even if that break-down hadn't occurred and the train kept moving, CN's GPS system does not indicate in real time if a train is still moving or actually stopped; where exactly the train is located; how long that train is; and, how fast the train is moving. Once again, we are back to the Russian Roulette question of whether any ambulance should attempt to beat a CN freight train by heading for the nearest CN rail crossing or take an alternative that will always add an unacceptable amount of time to the patient transport.

Finally, please consider that even if a call to CN would ever yield helpful information, it is simply ridiculous to believe that an ambulance driver -- while in the midst of stabilizing a patient in need of critical care -- or a 9-1-1 dispatcher (with or without the ACS technology) should put a call into CN for the 400-plus annual times the transport requires crossing the CN rail line. Even if the CN Centre told the dispatcher or the driver to avoid any of the closely spaced crossings in Barrington based on a train moving in the general vicinity, the alternatives are always going to be less than optimal and more time-consuming in terms of patient transport.

Jim, this issue may be academic to you and CN's management because it will not be any of you or one of your loved ones having a less than optimal medical outcome (or even death) because a train delays access to critical care at Advocate Good Shepherd Hospital. It is not academic, however, to the people in the region who find themselves in a medical crisis. Barrington needs one failsafe unimpeded route to that hospital -- and such a route requires a grade separation at U.S. Highway 14.

Sincerely Yours,



Karen Darch
President
Village of Barrington, Illinois
847.304.3445
kDarch@Barrington-il.gov

cc: Board Members, STB
Jeff Lawler
Chief Jim Arie
Chief Dave Dorn

APPENDIX B

Before the
SURFACE TRANSPORTATION BOARD

Finance Docket No. 35087 (Sub 8)

CANADIAN NATIONAL RAILWAY COMPANY AND GRAND TRUNK
CORPORATION – CONTROL – E J & E WEST COMPANY

VERIFIED STATEMENT OF DAVE DORN

As the Police Chief for the Barrington Police Department, I have been asked to review the August 28, 2018 CN Reply that responded to Barrington's August 8 Petition for grade separation relief at U.S. Highway 14, and address any emergency response issues that need to be augmented and/or corrected for the record of these proceedings.

CN faults Barrington's petition for focusing "*on a single train that experienced mechanical issues in Barrington on June 12, 2018*" and then goes on to state: "*This is the first time since the Transaction almost a decade ago that Barrington has reported a train stopped on all four of its grade crossings.*"¹

In the first place, Barrington's August 8 Petition provided data showing that CN's trains have impacted ambulance transports and that such interference managed to double once the Board's oversight period had ended in January 2017. However, CN's Reply is not accurate in stating that June 12, 2018 was the first time its trains have blocked all Barrington crossings. I reviewed Department records and have documented reports from the last five years of instances when that also occurred.² To summarize:

¹ August 28, 2019 CN Reply at page 14.

² BPD reports of these incident are attached as Exhibit 1 of this Verified Statement.

- On April 18, 2014, a CN train blocked all Barrington crossings for 35 minutes and CN never reached out to Barrington proactively to inform emergency response dispatchers and make them aware of the situation.
- On February 9, 2015, a CN train blocked all four Barrington crossings for approximately 35 minutes. Again, CN failed to contact Barrington's emergency dispatch command.
- On November 8, 2016, a CN train blocked all four Barrington crossings – again with no proactive CN notification of the Village's emergency response dispatch.
- On May 30, 2017, a CN train blocked three Barrington crossings when a freight train hit a truck at 8:44 am. In this case, Barrington had no need to reach out to CN about the matter under the assumption that CN's ROC would be well aware of the problem.
- On May 12, 2018, a CN train blocked all four Barrington crossings for just under one hour.

In reviewing these reports, the Board is requested to take special note of two matters:

- (1) Despite its claims of proactive communications per the VS of B. Powers that, *"the Communications Centre works to provide information expeditiously to local emergency responders so they may make appropriate adjustments to the routes of any emergency response vehicle,"*³ CN did not initiate calls to the region's emergency dispatch (CENCOM) at all or in a timely manner in four of these five incidents.
- (2) CN's Reply appears to be parsing its language to the Board when it stated that the June 12 event was the *"the first time since the Transaction almost a decade ago that Barrington has **reported** a train stopped on all four of its grade crossings."*⁴ I am

³ August 27, 2018 Verified Statement of Bruce Powers at page 2.

⁴ 8/28/18 CN Reply at page 4.

not aware that there was any means by which such incidents should have been routinely reported to the Surface Transportation Board, but would certainly have welcomed the opportunity to do so as a means of keeping the agency fully informed about instances of when CN operations were impacting Barrington's police and fire services delivery.

In its Reply, CN makes a point of criticizing CENCOM and emergency responder personnel on the ground and faulting them for what they said or failed to say. The emergency response dispatch (CENCOM) for Barrington is located in Round Lake Beach, IL -- 18 miles away from Barrington -- and has responsibility for dispatch for seven communities and eleven public safety agencies. Those communities include: Antioch, Barrington, Hainesville, Round Lake, Round Lake Beach, Round Lake Heights and Round Lake Park. All Departments in the region operate in a railroad crossing rich environment given the number of railroads and rail lines converging in the greater Chicago region. It is simply not realistic to believe that emergency personnel can memorize the location and crossing number for all railroad grade crossings in the area.

In addressing what happened on June 12, 2018, CN's Reply states: "*Nor did Barrington's dispatcher provide the unique DOT crossing number applicable to and posted at each at-grade crossing on the former EJ&E.*"⁵ I direct your attention to the video Barrington had shared in its August 8, 2018 Petition at <http://www.viddler.com/v/69638998>. If you fast forward to 2:23 on the video, the segment shows a police vehicle that is practically on top of the crossing at Lake Zurich Road. As can be easily seen, the legibility of those signs is very poor unless one is standing right next to the crossing. In an emergency situation, our personnel are

⁵ 8/27/18 B Powers VS at page 5.

pulled in many different directions. If the CN Communications Center had any real-time intelligence to share about the location and status of its trains, it should be able to inform our personnel about operating anomalies on its rail lines in real time and not require a DOT crossing number from emergency personnel.

CN's Reply states that other EJ&E communities have had success with the 2016 ACS technology that CN believes would have mitigated the emergency response delays of June 12. While CN did not provide the names of any of those communities, to ascertain for myself the extent to which it has been a useful emergency response field tool, I had my Assistant Chief of Police John Burke undertake some follow up with a selection of communities along the EJ&E. Of the responses he received (six in total) all indicated that they do not use the ACS software. Another department that contacted me told me that they have Siemens Rail Fusion (<https://w3.usa.siemens.com/mobility/us/en/events/railway-interchange/pages/rail-fusion.aspx>) on one of the monitors in their dispatch center. He also added that they don't really use it because it shows when the crossings through the Village are open or closed, but there is a delay in the map.

In the August 28 Reply, the Verified Statement of B. Powers comments that *"Barrington's dispatcher then mentioned for the first time – four minutes into the call – that its concern was emergency vehicles trying to get to a hospital and asked whether other at-grade crossings were open."*⁶ For the record, a local dispatcher who is calling the CN emergency line obviously has some type of an emergency on his hands – especially when that dispatcher can clearly be heard on the phone line attempting to speak and listen to both to the CN representative

⁶ 8/27/18 B. Powers VS at page 6.

and the police at the scene simultaneously. An emergency in need of timely intelligence would be the only reason CENCOM would be calling CN's emergency hotline.

VERIFICATION

I, Dave Dorn, 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 September 12, 2018

/S/ Dave Dorn

Chief Dave Dorn

EXHIBIT 1

Qualified rows: 13

Law Enforcement Incident History

Incident	Unit	Nature	Code	Date	Time	Location	Apt	Grid	Zone	Area	PDID	Location Occurred	Recom	Complainant	Compl Phone	Officer	CT Init	DP Init
2014P111145	7522 7512 7582 7592	GUN-MAN WITH A GUN	3	04/18/2014	23:38	311 E MAIN ST-BA		2025C	B	75-2	075		7522	CARLINI,DIANA	8472241113	7508629	JJC	JJC
2014P111133	7522	TRAFF-TRAFFIC STOP	9	04/18/2014	23:29	S NORTHWEST HWY R14-BA/KAINER AV-BA		1825B	B	75-2	075					7505095		JJC
2014P111117	7522	SUSV-SUSPICIOUS VEHICLE	9	04/18/2014	23:15	616 W MAIN ST-BA	2	2026D	B	75-1	075					7505095		JJC
2014P111097	7522 7582	TRAFF-TRAFFIC STOP	9	04/18/2014	22:47	E HILLSIDE RD-BA/S NORTHWEST HWY R14-BA		1824C	B	75-2	075					7503637		JJC
2014P111086	7592	TRAFF-TRAFFIC STOP	9	04/18/2014	22:27	W NORTHWEST HWY R14-BAU/W DUNDEE RD R68-BAU		1723A	B	CCO	075					7508629		SAW
2014P111078	7522 7522	BLDG-BUILDING CHECK	9	04/18/2014	22:16	201 SPRING ST-BA		1825A	B	75-2	075					7505095		MDT
2014P111063	7582	TRAFF-TRAFFIC STOP	3	04/18/2014	22:02	S ELA RD-BAU/LAKE COOK RD-BAU		1823A	B	CCO	075					7503637		SAW
2014P111045	7512	SUSP-SUSPICIOUS PERSON	9	04/18/2014	21:40	600 W NORTHWEST HWY R14-BA		2026A	B	75-1	075					7501355		SAW
2014P111016	7512	SUSC-SUSPICIOUS CIRCUMSTANCES	9	04/18/2014	21:07	503 S DIVISION ST-BA		1825B	B	75-2	075		7522	MATTISON,CHERI	8473873206	7501355	JJC	SAW
2014P110990	7512 7582 7522 7592 7522	ACCI-ACCIDENT INJURIES	3	04/18/2014	20:41	E MAIN ST-BA/S ELA RD-BA		1824B	B	75-2	075		7522	THODE,MATTHEW	847-721-5706	7505095	JRP	DNM
2014P110987	7522 7592 7522	RGM-RAILROAD GATE MALFUNCTION	9	04/18/2014	20:29	W NORTHWEST HWY R14-BA/N HOUGH ST R59-BA		2025C	B	75-1	075		7512			7505095	JJC	SAW
2014P110985	7512	SUBD-SUBDIVISION PATROL	9	04/18/2014	20:28	FLINT CREEK SUB-BA		2025B	B	75-1	075					7501355		MDT
2014P110971	7522	PKCK-PARK CHECK	9	04/18/2014	20:07	BEESE PARK-BA		1725B	B	75-2	075					7505095		MDT

Law Incident: 2014P110987

Incident Date: 04/18/2014
Incident Time: 20:29:40
Priority: 2
Nature: RGM-RAILROAD GATE MALFUNCTION
Location: W NORTHWEST HWY R14-BA/N HOUGH ST R59-BA
Apt Building:
Phone:
CrossSt1: N HOUGH ST R59
CrossSt2: PROSPECT AV
Directions:
Jurisdicts: BA
PolArea: 75-1
Grid: 2025C
PrePlan Map: 2025
Loc 2:
Cautions: cn
See Officer: N
Neigh.: N
Dispatcher: SAW
Call Taker: JJC
Complainant:
Compl Addr:
Compl Phone:
Loc. Occ.:

Primary: 7522m
Backup: 7592
Received: 20:29:40
Shipped:
Dispatched: 20:30:33
Arrived: 20:35:46

DL: ST
DL: ST

Veh. Descr:
Report:
Num Rpts: 0

DispO. Code: 9
2nd DispO. Code: 9522
Officers: P 7505095 - TATMAN, CHRISTOPHER V
 B 7508629 - BURKE, JOHN

→ people waited before calling 10-15 min 20

S/W

Unit Times	Unit	DSP	ENR	ONS	ORP	AVL
	7522 (P)	20:30:33	20:30:41	20:35:46	20:43:54	20:43:54
	7592 (B)	20:36:23	00:00:00	20:36:25	00:00:00	20:53:45

Notes: 20:29:47 * CLOSEST MUTAUL AID: LAKE ZURICH, PALATINE RURAL,

20:29:47 *FOX RIVER GROV

20:30:04 GATES STUCK DOWN (JJC)

20:30:33 P.D. Response area is 75-1 (SAW)

20:31:45 TRAIN STOPPED BY LAKE ZURICH ROAD (SAW)

20:36:31 Timer reset to 4 minutes on unit 7522 at (SAW)

20:36:31 20:36:31 (SAW)

20:36:57 CALLING CANADIAN NATIONAL (SAW)

20:39:56 TRAIN HAD TO COME TO AN EMERGENCY STOP (SAW)

20:40:01 CREW IS WORKING ON IT (SAW)

20:40:11 NO ETA AT THIS TIME (SAW)

20:41:20 Timer reset to 4 minutes on unit 7522 at (SAW)

20:41:20 20:41:20 (SAW)

20:42:31 14 AND NORTH AVE (SAW)

— my request

20:42:35 59 IN FRONT OF HENINEN (SAW)
20:44:25 MAIN AND RAYMOND (SAW)
20:48:03 TRAIN IS STARTING TO INCH ALONG (SAW)
20:59:02 Timer reset to 20 minutes on unit 7522 at (SAW)
20:59:02 20:59:02 (SAW)
21:06:54 Timer reset to 20 minutes on unit 7522 at (SAW)
21:06:54 21:06:54 (SAW)
21:19:23 Timer reset to 20 minutes on unit 7522 at (SAW)
21:19:23 21:19:23 (SAW)
21:22:12 Timer reset to minutes on unit 7522 at (SAW)
21:22:12 21:22:12 (SAW)
21:34:28 Timer reset to minutes on unit 7522 at (SAW)
21:34:28 21:34:27 (SAW)
22:50:20 CN EVENTUALLY REPAIRED TRAIN AND IT LEFT (7505095)
22:50:20 THE AREA OPENING UP ALL CROSSINGS. (7505095)
22:50:20 NFPAR. (7505095)
22:50:20 *Police incident closed by mobile unit

— crossings open

~~2nd House As Injured~~

Law Incident: 2015P048978

Incident Date:	02/09/2015	Primary Backup	7592 7502 7522
Incident Time:	23:36:18	Received Shipped	23:36:18
Priority	2	Dispatched	23:37:35
Nature	RGM-RAILROAD GATE MALFUNCTION	Arrived	23:38:52
Location	W MAIN ST-BA/S HOUGH ST R59-BA	DL	ST
Apt		DL	ST
Building:		Veh. Descr	
Phone		Report	
CrossSt1	S HOUGH ST R59 & E MAIN ST & N HOUGH ST R59	Num Rpts	0
CrossSt2	APPLEBEE ST	DispO. Code	9
Directions		2nd DispO. Code	9
Jurisdicts	BA		9531
PolArea	75-2	Officers	P 7500254 - HANSON, MICHAEL
Grid	1825A		B 7500433 - WALKER, JONATHAN
PrePlan Map	1825		B 7506755 - STREFF, CHAD R
Loc 2			
Cautions	cn		
See Officer	N		
Neigh.	N		
Dispatcher	JRP		
Call Taker	JRP		
Complainant	PASSERBY		
Compl Addr			
Compl Phone	8472740194		
Loc. Occ.			

Unit Times	Unit	DSP	ENR	ONS	ORP	AVL
	7522 (B)	23:37:35	23:38:25	23:40:15	00:00:00	23:51:07
	7592 (P)	23:38:49	00:00:00	23:38:52	00:07:13	00:07:13
	7502 (B)	23:47:16	23:47:16	23:47:16	00:00:00	23:54:04

Notes 23:36:22 *CLOSEST MUTAUL AID: PALATINE RURAL, LAKE ZURICH,
23:36:22 *PALATINE CITY
23:36:57 TRAIN STOPPED BLOCKING HOUGH ST (JRP)
23:37:35 P.D. Response area is 75-2 (JRP)
23:38:13 CANADIAN NATIONAL NOTIFIED (JRP)
23:38:21 TRYING TO FIND PROBLEM NOW (JRP)
23:38:27 Complainant Phone changed from to (JRP)
23:38:27 8472740194 (JRP)
23:38:30 Complainant changed from to PASSERBY (JRP)
23:39:09 BLOCKING ALL OF THE CROSSINGS IN TOWN (JRP)
23:40:19 Timer reset to 4 minutes on unit 7522 at (JRP)
23:40:19 23:40:19 (JRP)
23:41:56 WENT INTO THE EMERGENCY (JRP)

23:42:00 UNKN WHAT THE PROBLEM IS (JRP)
23:42:07 POSSIBLE BROKEN AIRHOSE (JRP)
23:42:14 CHECKING ON THE PROBLEM NOW (JRP)
23:44:08 NO ETA (JRP)
23:44:28 Timer reset to 4 minutes on unit 7522 at (JRP)
23:44:28 23:44:28 (JRP)
23:47:14 BA FD NOTIF (INH)
23:51:01 Changed primary unit from 7522 to 7592 (JRP)
23:57:17 Timer reset to 4 minutes on unit 7592 at (JRP)
23:57:17 23:57:17 (JRP)
00:02:16 NOTES FOR 02/10/15 (JRP)
00:02:16 Timer reset to 4 minutes on unit 7592 at (JRP)
00:02:16 00:02:16 (JRP)
00:28:15 RAILROAD CROSSING WAS BLOCKED. CN GOT (7500254)
00:28:15 TRAIN REPAIRED AND MOVING AGAIN AFTER (7500254)
00:28:15 APPROXIMATLY 35 MIN. (7500254)
00:28:15 *Police incident closed by mobile unit

Law Incident: 2016P375454

Incident Date:	11/08/2016	Primary	7511m
Incident Time:	11:59:30	Backup	7591m
Priority	2	Received	11:59:30
Nature	RGM-RAILROAD GATE MALFUNCTION	Shipped	
		Dispatched	11:59:30
		Arrived	11:59:30
Location	W NORTHWEST HWY R14-BA/N HOUGH ST R59-BA	DL	ST
		DL	ST
Apt		Veh. Descr	
Building:		Report	
Phone		Num Rpts	0
CrossSt1	N HOUGH ST R59		
CrossSt2	PROSPECT AV		
Directions		DispO. Code	9
Jurisdicts	BA	2nd DispO. Code	9
PolArea	75-1		9522
Grid	2025C		9522
PrePlan Map	2025	Officers	P 7503496 - WISNIEWSKI, JASON
Loc 2			B 7503674 - GORZELANCZYK, MICHAEL
Cautions			
See Officer	N		
Neigh.	N		
Dispatcher	RND		
Call Taker			
Complainant		Unit	
Compl Addr		Times	
Compl			
Phone			
Loc. Occ.			

Unit	DSP	ENR	ONS	ORP	AVL
7591 (B)	12:08:45	00:00:00	12:08:48	00:00:00	12:22:40
7511 (P)	12:23:28	12:23:28	12:23:38	00:00:00	12:24:33

Notes 11:59:30 P.D. Response Area is 75-1 (RND)

12:00:08 !*** Nature changed from ONSCENE *** (RND)

12:00:08 Priority changed from 3 to 2 (RND)

12:00:25 R59, R14, LAKE ZURICH RD, AND LAKE COOK (RND)

12:00:26 BLOCKED BY SAME TRAIN (RND)

12:00:30 CANADIAN NATIONAL NOTIFIED (RND)

12:00:36 ADVISED SOME SORT OF EMERGENCY MODE ACTIVATED (RND)

12:00:42 WORKING ON PROBLEM, UNK ETA AT THIS TIME (RND)

12:00:42 CALLED OUT BY OFFICER (RND)

12:01:17 LAKE ZURICH RD NOW OPEN (RND)

12:01:21 Timer reset to 4 minutes on unit 7511 at (RND)

12:01:21 12:01:21 (RND)

12:08:52 Timer reset to minutes on unit 7511 at (RND)

12:08:52 12:08:51 (RND)

12:08:55 NO STATUS (RND)
12:10:25 CANADIAN NATIONAL STATED THEY LOST THEIR AIR, (RND)
12:10:29 WORKING ON IT NOW, SHOULD BE MOVING SHORTLY (RND)
12:11:40 !! MECHANICAL ISSUE THEY ARE WALKING THE (TJC)
12:11:45 !TRAIN TO FIGURE IT OUT, NO ETA (TJC)
12:14:47 *CHIEFS PAGE SENT OUT VIA INFORAD (TJC)
12:21:25 2ND TRAIN STUCK NORTH OF LAKE ZURICH RD (RND)
12:21:33 1ST TRAIN NOW STARTING TO MOVE, 2ND HAD JUST (RND)
12:21:37 STOPPED TEMPORARILY (RND)
12:24:33 *Police incident closed by mobile unit

Law Incident: 2017P179795

Incident Date: 05/30/2017
 Incident Time: 08:42:27
 Priority: 1
 Nature: ACTI-ACCIDENT TRAIN INJURIES
 Location: N HOUGH ST R59-BA/W NORTHWEST HWY R14-BA

Apt
 Building:
 Phone
 CrossSt1: W NORTHWEST HWY R14 & E
 NORTHWEST HWY R14

CrossSt2: ELM RD

Directions

Jurisdicts: BA

PolArea: 75-1

Grid: 2025A

PrePlan Map: 2025

Loc 2: 76 P1

Cautions

See Officer: Y

Neigh.: N

Dispatcher: TAS

Call Taker: JJC

Complainant: ARNOLD, BRETT

Compl Addr

Compl Phone: 6466680246

Loc. Occ.

Primary: 7511m
 Backup: 7500 7506 7510 7521m 7591m
 7596m
 Received: 08:42:27
 Shipped
 Dispatched: 08:44:22
 Arrived: 08:45:54

[REDACTED] STIL
 [REDACTED] STIL
 [REDACTED] STIL
 [REDACTED] STIL
 [REDACTED] STIL

Tag: OH PWC9257

Veh. Descr

Report: 2017-00666

Num Rpts: 1

DispO. Code

2nd DispO.

Code

Officers

P 7500923 - BYRNE, MARTIN

B 7506736 - CROKE, KEVIN

B 7502593 - ALLSTEADT, LORI

B 7509686 - DORN, DAVID D

B 7508629 - BURKE, JOHN

B 7509659 - KELLEY, RITA

B 7508532 - WRZALA, KEITH

Unit Times	Unit	DSP	ENR	ONS	ORP	AVL
	7511 (P)	08:44:22	00:00:00	08:45:54	00:00:00	00:00:00
	7591 (B)	08:44:37	00:00:00	08:49:01	00:00:00	11:00:01
	7521 (B)	08:45:57	00:00:00	09:22:00	00:00:00	10:59:31
	7510 (B)	08:48:55	08:48:55	08:48:55	00:00:00	11:29:11
	7500 (B)	08:49:14	08:49:14	08:49:14	00:00:00	12:15:36
	7506 (B)	09:12:26	09:12:26	09:12:26	00:00:00	11:00:55
	7596 (B)	09:12:27	09:12:27	09:12:27	00:00:00	10:59:50

Notes: 08:43:27 Fire service incident 2017F17177 [JAM]

08:43:28 Apparatus on air: E324 [JAM]

08:43:30 TAC CHANNEL FG ASSIGNED [JAM]

08:44:21 TRAIN HIT BOX TRUCK PUSHING IT INTO ANOTHER (JJC)

08:44:22 P.D. Response area is 75-1 (TAS)

08:44:22 VEHICLE [JJC]

08:44:27 THEN TRAIN CAME OFF THE TRACKS (JJC)
08:44:33 NOT DERAILED (JJC)
08:44:44 CALL TONED OUT [JAM]
08:44:47 DRIVER OF TRUCK IS NOW LOOKING DAZED (JJC)
08:44:53 Apparatus on air: E361 [JAM]
08:44:55 WHILE TALKING TO THE CONDUCTOR (JJC)
08:45:11 *Report number 2017-00740-00 Assigned to FDID [JAM]
08:45:11 *00122 [JAM]
08:45:50 PD ON SCENE REQ TO BLOCK OFF R14/R59 FO VEH (TAS)
08:45:52 CANT TURN SB (TAS)
08:46:57 EAST SIDE [JAM]
08:47:05 MAIN R59 (TAS)
08:47:58 ONE SUBJ WITH BACK PAIN (TAS)
08:48:02 COME UP SB (TAS)
08:48:36 PW TO BLOCK NB HOUGH FROM MAIN (TAS)
08:49:55 INFORAD SENT [JAM]
08:50:46 PW NOTIFIED (TAS)
08:50:47 Apparatus on air: A361 [JAM]
08:51:08 E324 Available out of station 08:51:08 [JAM]
08:51:39 Timer reset to 4 minutes on unit 7511 at (TAS)
08:51:39 08:51:39 (TAS)
08:52:02 *Report number 2017-01552-000 Assigned to FDID [JAM]
08:52:02 *00262 [JAM]
08:52:13 *RCVD CELL 911 [JAM]
08:53:25 TRAIN IS OPERATIONAL ON TRACKS [JAM]
08:53:28 2 REFUSALS [JAM]
08:53:31 1 TRANSPORT [JAM]
08:53:35 B36 went in command 08:53:34 [JAM]
08:53:40 3600 Available out of station 08:53:40 [JAM]
08:55:47 PER 7500CN PD NOTIFIED (TAS)
08:55:51 Timer reset to 4 minutes on unit 7511 at (TAS)
08:55:51 08:55:51 (TAS)
08:56:05 SHADOW TRAFFIC NOTIFIED (TAS)
08:56:55 R59 BTW MAIN R14 (TAS)
08:57:04 CLOSED (TAS)
08:57:27 TOW FOR 53 FT TRAILER (TAS)
08:57:39 *SHADOW TRAFFIC ADVISED (ALD)
08:57:56 Timer reset to 4 minutes on unit 7511 at (TAS)
08:57:56 08:57:56 (TAS)
08:58:43 D&R NOTIFIED WILL CONTACT WHITEYS (TAS)

09:00:07 BARRICADE AT MAIN AND COOK [JAM]
09:00:15 Timer reset to 0 minutes on unit 7521 at (TAS)
09:00:15 09:00:15 (TAS)
09:00:26 JAMES AND COOK [JAM]
09:00:32 R14/NORTH AVE (TAS)
09:00:51 ALSO CLOSED (TAS)
09:01:26 PW EN ROUTE [JAM]
09:01:37 Timer reset to 4 minutes on unit 7511 at (TAS)
09:01:37 09:01:36 (TAS)
09:02:10 SHADOW TRAFFIC AVD ON NORTH/14 (ALD)
09:04:55 Timer reset to 4 minutes on unit 7511 at (TAS)
09:04:55 09:04:55 (TAS)
09:05:11 Unit 7521 current location: HOUGH / MAIN (TAS)
09:08:18 Apparatus A361 ENR to Hosp 011 GOOD SHEPHERD [JAM]
09:08:18 HOSP Priority 1 At 09:08:15 [JAM]
09:09:39 Timer reset to minutes on unit 7511 at (TAS)
09:09:39 09:09:39 (TAS)
09:09:45 NO STATUS (TAS)
09:10:57 R14 & LZ RD ALSO BLOCKED (TAS)
09:16:06 7506-r14/main (TAS)
09:16:10 7596 14/NORTH (TAS)
09:16:28 Unit 7506 current location: R14/MAIN (TAS)
09:16:37 Unit 7596 current location: 14/NORTH (TAS)
09:17:15 SHADOW TRAFFIC NOTIFIED OFR LAKE ZURICH RD [JAM]
09:17:16 CLOSER [JAM]
09:17:28 TOW IS ON LOCATION (TAS)
09:17:29 WHITEYSF (TAS)
09:21:57 Unit 7521 current location: R59/R14 (TAS)
09:26:50 CHANGE OF QUARTERS ENGINE [JJC]
09:26:56 ETA 1 HOUR FOR SN POLICE (JAM)
09:27:00 BC ENGINE [JJC]
09:27:01 CN (JAM)
09:27:11 CALL IF TRAIN IS RELEASED (JAM)
09:27:12 TX (JAM)
09:27:25 8004659239 (JAM)
09:27:27 EXT 3 (JAM)
09:27:30 DAN (JAM)
09:28:13 APPARATUS A361 AT HOSP 011 GOOD SHEPHERD HOSP [JAM]
09:28:13 PRIORITY 1 [JAM]
09:30:14 BC ENG 38 NOT AVAIL [JJC]
PR ENG 36 WILL BE ENROUTE CHANGE OF QUARTERS [JJC]

09:34:35 ISP - HAZMAT OFFICER TO CALL 7500 (TAS)
09:38:01 ISP NOTIFIED - WILL HAVE HAZMAT OFC CONTACT (TAS)
09:38:02 7500 (TAS)
09:39:14 PAL RURAL AND BC UNAVAILABLE [JAM]
09:39:17 LZ ENG COQ [JAM]

09:43:17 [REDACTED] State: IL (MDT)

09:43:17 [REDACTED] State: IL (MDT)

09:43:17 [REDACTED] State: IL (MDT)

09:43:17 [REDACTED] State: IL (MDT)

09:43:19 [REDACTED]

09:43:19 |SOS 05302017 0943

09:43:19 |DL/IP STA/VALID

09:43:19 JTDL/TIP STA/SEE ILOLNHELP

09:43:19 | CDL STA/VALID CDL MEDICALLY CERTIFIED

09:43:19 |SCHLBUS STA/NOT A SCHOOL BUS DRIVER (SEE ILOLNHELP)

09:43:19 [REDACTED]

09:43:19 [REDACTED]

09:43:19 [REDACTED]

09:43:19 [REDACTED]

09:43:19 [REDACTED]

09:43:19 [REDACTED]

09:43:19 [REDACTED]

09:43:19 [REDACTED]

09:43:19

09:43:19 [REDACTED]

09:43:20 [REDACTED]

09:43:20 [REDACTED]

09:43:20 [REDACTED]

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09:43:21

09:43:21 [REDACTED]

09:43:21 [REDACTED]

09:43:21

09:43:21 [REDACTED]

09:43:21 [REDACTED]

09:59:06
09:59:45 IDOT SIGNALING LIGHT (JAM)
10:00:46 IDOT NOTIFIED [TAS]
10:01:49 NICOR WITHIN THE HOUR (JAM)
10:15:30 ISP ENRT TO SCENE FOR COMMERCIAL INSPECTION (TAS)
10:22:22 CN GIVEN GREEN LIGHT TO MOVE TRAIN (TAS)
10:22:29 Complainant address changed from HOUGH AND RTE (TAS)
10:22:29 14 to (TAS)
10:36:20 TRAIN MOVING - HOUGH TO REMAIN CLOSED LZ/R14 (TAS)
10:36:27 WILL BE OPEN - PW HAS BEEN NOTIFIED (TAS)
10:38:29 7596-CLEAR NORTH AVE PICKING UP 7506 (TAS)
10:38:36 LGAMB Available 10:38:36 [JAM]
10:43:49 EB/WB R14 OPEN PER 7521 (TAS)
10:46:53 SHADOW TRAFFIC ADVISED OF UPDATE (TAS)
10:48:41 NICOR ON SCENE [JAM]
10:53:00 OPENING HOUGH (TAS)
10:53:59 B36 Available out of station 10:53:58 [BMK]
10:54:00 E361 Available out of station 10:54:00 [BMK]
10:54:22 LZENG Available out of station 10:54:22 [BMK]
10:54:24 WACHF Available out of station 10:54:24 [BMK]
10:54:33 *Fire incident 2017F17177 closed [BMK]
11:00:49 SHADOW TRAFFIC ADVISED ALL ROADS OPENED (TAS)
11:46:53 TRUCK DRIVER IS POST 1 (JJC)
11:46:55 7511 ADVISED (JJC)
12:15:44 Unit 7511 current location: 76 P1 (TAS)

Law Incident: 2018P150787

Incident Date:	05/12/2018	Primary Backup	7512
Incident Time:	01:52:30	Received Shipped	01:52:30
Priority	2	Dispatched	01:52:30
Nature	RGM-RAILROAD GATE MALFUNCTION	Arrived	01:52:30
Location	E NORTHWEST HWY R14-BA/RR TRACKS CAN NATL-BA	DL	ST
Apt		DL	ST
Building:		Veh. Descr	
Phone		Report	
CrossSt1	RR TRACKS CAN NATL	Num Rpts	0
CrossSt2		DispO. Code	9
Directions		2nd DispO. Code	9
Jurisdicts	BA		9522
PolArea	75-1	Officers	P 7502412 -
Grid	2025B		OBERKIRCHER,
PrePlan Map	2025		GARRETT P
Loc 2			
Cautions			
See Officer	N	Unit Times	
Neigh.	N		
Dispatcher	MTV		
Call Taker			
Complainant	7512		
Compl Addr			
Compl			
Phone			
Loc. Occ.			

Unit	DSP	ENR	ONS	ORP	AVL
7512 (P)	01:52:30	01:52:30	02:24:18	02:25:36	02:48:09

Notes 01:52:30 P.D. Response Area is 75-1 (MTV)

01:52:41 Complainant changed from to 7512 (MTV)

01:52:58 CN TRAIN STOPPED BLOCKING CROSSINGS (MTV)

01:53:01 THROUGHOUT TOWN (MTV)

01:54:06 ALL CROSSINGS IN TOWN BLOCKED (MTV)

01:57:48 Timer reset to minutes on unit 7512 at (MTV)

01:57:48 01:57:47 (MTV)

02:25:12 FROM CAD PORT 412 X PER CN THE TRAIN HAS (7502412)

02:25:12 SUFFERED A SEPERATION DUE TO A BROKEN (7502412)

02:25:12 KNUCKLE MAINTENCE CREWS ARE WORKING ON (7502412)

02:25:12 THE ISSUE BUT IT MAY TAKE SOME TIME TO (7502412)

02:25:12 REPAIR THE ISSUE UP TO AT LEAST AN HOUR (7502412)

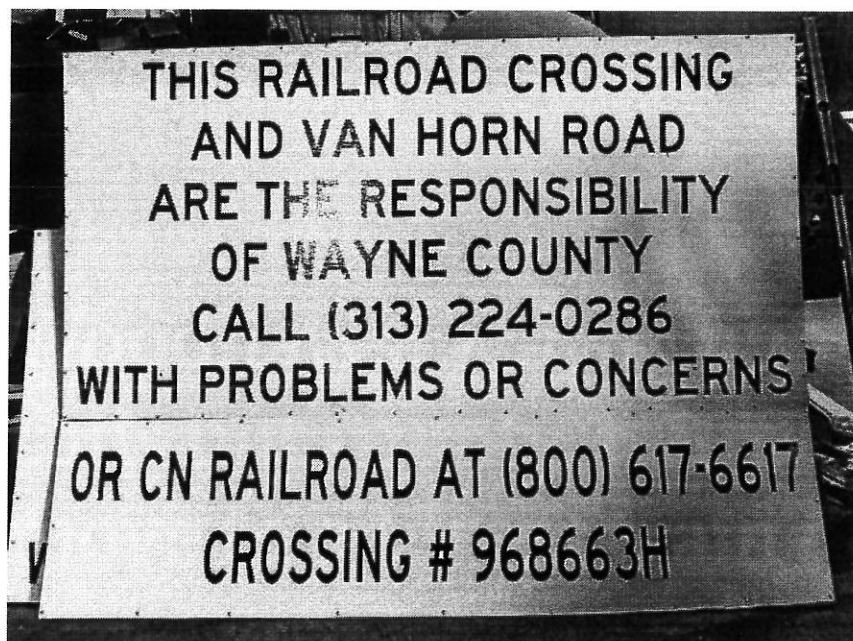
02:48:09 TRAIN CLEARED. (7502412)

02:48:09 *Police incident closed by mobile unit

APPENDIX C

Woodhaven mayor publicly calls out county, railroad in move to address train delays

- By Jackie Harrison-Martin jackie@thenewsherald.com @JackieMartin22 on Twitter
- May 15, 2018



"Enough is enough."

That's what Woodhaven Mayor Patricia Odette believes after years of taking telephone calls from motorists and residents about train delays at railroad crossings.

Cameras at crossings are delayed, but still coming

Tuesday afternoon, Odette took a different approach to the issue after getting nowhere asking for help from Wayne County and Canadian National.

ADVERTISING

Signs were posted at railroad crossings in the city that read:

“This railroad crossing and Van Horn Road are the responsibility of Wayne County. Call 313-224-0286 with problems or concerns, or Canadian National Railroad at 800-617-6617 — crossing #968663H.”

The crossings are at Van Horn and Allen roads and Van Horn between Allen and Hall roads.

Odette also addressed residents on her Facebook page about the issue, explaining that the city does not control the length of the trains or the time they take up blocking traffic.

She said the roads are not city roads.

“They belong to Wayne County,” she said. “The length of time they sit there is controlled by federal law, which says they can sit there indefinitely should they choose. Today, the city of Woodhaven will provide you with numbers to call should you want to take your anger and frustration out on people who perhaps could do something about the situation.”

The problem dates back years and through it all, Odette said, people tag her on Facebook complaints, and text and call her about their anger over blocked crossings.

She wants that to stop and she’s giving people the proper direction to vent their frustrations.

The mayor said she wouldn’t do this without first notifying the county.

“Their response was, ‘Do what you’ve got to do,’” Odette said.

Robert Eliason of Woodhaven was there when city officials put the signs in the ground.

Getting a solution for the long train delays is personal for him.

His 82-year-old father died in April 2017.

Eliason said his father lived in Huron Township and one day, fell and suffered a severe head injury.

He was being transported to Beaumont Hospital-Trenton when they were stopped by a train.

The 20-minute delay at the Van Horn railroad crossing between Allen and Hall roads will forever haunt him.

He can't help but wonder if those minutes lost waiting on a passing train to clear could have made the difference in his father living or dying.

His father suffered a brain bleed when he fell and he believes had he arrived at the hospital sooner, doctors might have been able to address it sooner.

He died a few days later.

"It was important for me to be here today because I don't think the public safety issue is being considered enough," Eliason said. "The railroads cut off a good portion of Woodhaven, Brownstown Township and Huron Township. Those trains have stopped for hours. I know I'm not the only one who has been frustrated. This is a nuisance to everyone."

The mayor has strong support from residents on the issue and they appear to agree the county and railroad need to take responsibility for fixing the problem.

Eliason said it's interesting that back when the railroad company could be fined for long delays, the trains moved through the area much faster.

"Canadian National is a Goliath," he said. "They don't care about us at all. They could at least help with infrastructure."

Odette has no fear calling out the county and railroad, saying it's only fair they feel the heat she has felt.

Followers on her Facebook page not only commended her for the public stance, but one post on her page even said, "Let the flood of calls from people sitting at the railroad tracks drive them crazy enough to maybe look into our complaints a little more ... or look to them to change their number."

CN provided the following statement after contacted for comment:

"CN continuously works to minimize instances of blocked crossings. Van Horn crosses the rail line right outside the edge of a rail yard where rail cars coming to and from local businesses are brought to be placed on other trains, including hundreds of rail cars carrying finished vehicles from around southeast Michigan. Blocked crossings can result from slow moving trains moving into and out of the yard but our goal is always to move the trains as quickly and safely as possible to stay off road crossings.

"Over the years CN representatives in our Flat Rock location have worked with emergency services to maintain open communications in the event of an emergency and CN has supported city efforts to secure additional funding for proposed grade separations."

Wayne County officials also were contacted for comment, but did not respond.