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**BEFORE THE
SURFACE TRANSPORTATION BOARD**

ENTERED
Office of Proceedings
September 12, 2017
Part of
Public Record

Scrap Metal Services Terminal)
Railroad Company (Illinois), LLC) Finance Docket Number: FD 36144
)

**VERIFIED NOTICES OF EXEMPTION
UNDER 49 C.F.R. § 1150.31**

By: David C. Dillon
Dillon & Nash, Ltd.
3100 Dundee Road, Suite 508
Northbrook, Illinois 60062
Attorney for Applicant
in Finance Docket No. 36144

Scrap Metal Services Terminal Railroad
Company (Illinois), LLC

Applicant in Finance Docket No. FD 36144

DATE FILED: September 8, 2017

FEE RECEIVED
September 12, 2017
SURFACE
TRANSPORTATION BOARD

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September 12, 2017
SURFACE
TRANSPORTATION BOARD



**BEFORE THE
SURFACE TRANSPORTATION BOARD**

Scrap Metal Services Terminal Railroad Company (Illinois), LLC)
) Finance Docket Number:
) FD 35878

**VERIFIED NOTICE OF EXEMPTION
UNDER 49 C.F.R. § 1150.31**

Pursuant to 49 C.F.R. § 1150.31, *et. seq.* and 49 U.S.C. § 10502(a), Scrap Metal Services Terminal Railroad Company (Illinois), LLC (SMSRRIL) a noncarrier, hereby provides verified notice of exemption from 49 U.S.C. § 10901 for SMSRRIL's acquisition by lease from Scrap Metal Services, LLC. (SMS), and operation of approximately 1,613 feet (0.305 miles) of railroad right-of-way and trackage and transloading facilities currently owned by SMS Realty (Burnham), LLC, and leased to SMS in Burnham, Illinois ("Burnham Transload Facility trackage"). The Burnham Transload Facility trackage is more specifically described and depicted in Appendix 1-A (description) and Appendix 1-B (map) attached to this notice.

THE BURNHAM TERMINAL RAILROAD TRACKAGE IS A LINE OF RAILROAD THAT QUALIFIES FOR THE CLASS EXEMPTION FROM 49 U.S.C. § 10901, RATHER THAN TRACK EXCEPTED FROM BOARD ACQUISITION AND OPERATION AUTHORITY UNDER § 10906

SMS Realty (Burnham), LLC owns the Burnham Transload Facility trackage. The trackage is used in conjunction with interchanging to and from Indiana Harbor Belt Railroad, carloads of scrap metals for transloading into trucks for delivery to steel producing mills.

There is currently 1,613 linear feet of track located on the Burnham Transload Facility.

In these circumstances, the Burnham Transload Facility trackage is properly considered to be a line of railroad under 49 U.S.C. § 10901 pursuant to the Board's tenant-use test, rather than spur, switching or side tracks excepted from Board authority over their acquisition and operation by virtue of 49 U.S.C. § 10906. The tenant-use test is described in the Board's decision denying reconsideration in *Effingham Railroad Company - Petition for Declaratory Order - Construction at Effingham, IL*, STB Docket No. 41986 and embraced proceedings, 1998 STB LEXIS 253, decision served September 18, 1998; *aff'd sub nom. United Transp. Union v. Surface Transportation Board.*, 183 F.3d 606 (7th Cir. 1999).

In that case, as here pertinent, Agracel Corporation transloaded beer from rail to truck at a warehouse that it operated in an industrial park at Effingham, IL. Agracel owned approximately 206 feet of right-of-way and track that extended between its warehouse and trackage owned and operated by Conrail. Previously, Conrail had operated over the Agracel trackage to provide service to Agracel. It was proposed that Effingham Railroad Company (ERRC), a noncarrier, substitute for Conrail as provider of the rail service over the Agracel trackage. ERRC filed a notice of exemption under 49 C.F.R. § 1150.31 for its operation over that trackage. The United Transportation Union (UTU) contended that the Board lacked authority over the proposed operation because Agracel trackage is spur, switching or side track excepted from Board operation authority under 49 U.S.C. § 10906.

In finding that the Agracel trackage was a line of railroad under 49 U.S.C. § 10901, the Board said (1998 STB LEXIS 253, at 8-9 (emphasis in original)):

...(I)n those cases where a tenant railroad's intended use of a track segment is different from the use made by the railroad owning the track, we have determined that the tenant's use, rather than the character of the trackage itself, is controlling with regard to its own operations, subject to consideration of the purpose and effect of the construction under *Texas & Pacific* (citations omitted).

In the initial notice, even under its new approach, ERRC became the operator of a line of track connecting Conrail to the site of the industrial park. Conrail clearly had operated this short track segment as an exempt siding or spur. However, because it was ERRC's initial railroad operation, this track segment became ERRC's entire line of railroad and was not, as to ERRC, a siding or spur. This small piece of trackage initiated ERRC's service from a connection or interchange point with Conrail to a shipper's facility within the industrial park. Thus ERRC's becoming the operator was the proper subject of the initial notice of exemption and was not statutorily exempt under section 10906.

It is apparent from the Board's decision in that case that the tenant-use test also applies when a new rail carrier is using trackage pursuant to an operating agreement rather than a lease, and when the prior use of the track was by a third-party carrier rather than by the shipper-owner of the trackage. In upholding the Board's decision in that case, the reviewing court held that it was reasonable for the Board to classify the trackage by virtue of the tenant's use. *United Transp. Union vs. Surface Transportation Bd.*, *supra*. 193 F.3d at 614. *Accord: Chicago Rail Link LLC - Lease & Oper. - Union Pacific R.R. Co.*, 2 S.T.B. 534 (1997), *aff'd sub nom. United Transp. Union - Illinois v. Surface Transp.*, 169 F.3d 474 (7th Cir. 1999).

Inasmuch as the subject transaction will be SMSRRIL's initial railroad acquisition, and the Burnham Transload Facility trackage will constitute the entire line of railroad of SMSRRIL, it follows that the Burnham Transload Facility trackage is a line of railroad under 49 U.S.C. § 10901, rather than spur, switching or side tracks excepted from Board acquisition and operation authority by virtue of 49 U.S.C. § 10906.

INFORMATION REQUIRED BY 49 C.F.R. § 1150.33

(a) The full name and address of the applicant;

The full name and address of the applicant in Finance Docket Number 36144 is Scrap Metal Services Terminal Railroad Company (Illinois), LLC, 13830 Brainard Avenue, Burnham, Illinois, 60633.

(b) The name, address, and telephone number of the representative of the applicant who should receive correspondence;

SMSRRIL representative is David C. Dillon, Dillon & Nash, Ltd., Attorneys at Law, 3100 Dundee Road, Suite 508, Northbrook, Illinois, 60062, 847-498-3000.

(c) A statement that an agreement has been reached or details when an agreement will be reached;

An agreement between Scrap Metal Services, LLC and Scrap Metal Services Terminal Railroad Company (Illinois), LLC concerning the Burnham Transload Facility trackage will be reached within thirty (30) days, and an agreement in principle has been reached. A copy of the draft Operating Agreement is Attached hereto.

(d) The operator of the property;

SMSRRIL will be the operator of the property.

(e) A brief summary of the proposed transaction, including:

(1) The name and address of the railroad transferring the subject property,

The above entity in Finance Docket Number 36144 is Scrap Metal Services, LLC, a non-railroad corporation, 13830 Brainard Avenue, Burnham, Illinois, 60633.

(2) The proposed time schedule for consummation of the transaction,

Operations are proposed to be consummated on or about September 1, 2017.

(3) *The mile-posts of the subject property, including any branch lines, and*

The Burnham Transload Facility trackage is not described by milepost numbers. That trackage is described and depicted in Appendix 1-A and 1-B attached to this Notice.

(4) *The total route miles being acquired;*

A total of approximately 1,613 feet/ 0.305 mile of trackage is to be operated under an operating agreement.

(f) *A map that clearly indicates the area to be served, including origins, termini, stations, cities, counties, and States:*

The required map is attached to this Notice as Appendix 1-B.

(g) *A certificate that applicant's projected revenues do not exceed those that would qualify it as a Class III carrier.*

The required certificate is attached to this Notice as Appendix 2.

CAPTION SUMMARY

A caption summary required by 49 C.F.R. § 1150.34 for Finance Docket Number FD36144 is attached to this Notice as Appendix 3.

ENVIRONMENTAL AND HISTORIC REPORT

The proposed acquisition and operation do not require environmental and historic reporting. See 49 C.F.R. § 1105.6(c)(2)(i) and 49 C.F.R. § 1105.8(b)(1).

LABOR PROTECTION

Pursuant to 49 U.S.C. § 10901(c), labor protection requirements do not apply to this transaction.

VERIFICATION

The verification is attached to this Notice as Appendix 4.

CONCLUSION AND REQUESTED RELIEF

WHEREFORE, within 30 days of the filing of this Notice, the Director of the Board's Office of Proceedings should publish notices in the Federal Register of the filing of notices of exemption in Finance Docket No. 35878. See 49 C.F.R. § 1150.32(b).

Respectfully submitted,

Scrap Metal Services Terminal Railroad Company (Illinois), LLC

By: David C. Dillon
Dillon & Nash, Ltd.
3100 Dundee Road, Suite 508
Northbrook, Illinois 60062
(312) 782-9025

*Attorney for Applicant
in Finance Docket No. FD 36144*

Applicant in Finance Docket No. FD31644

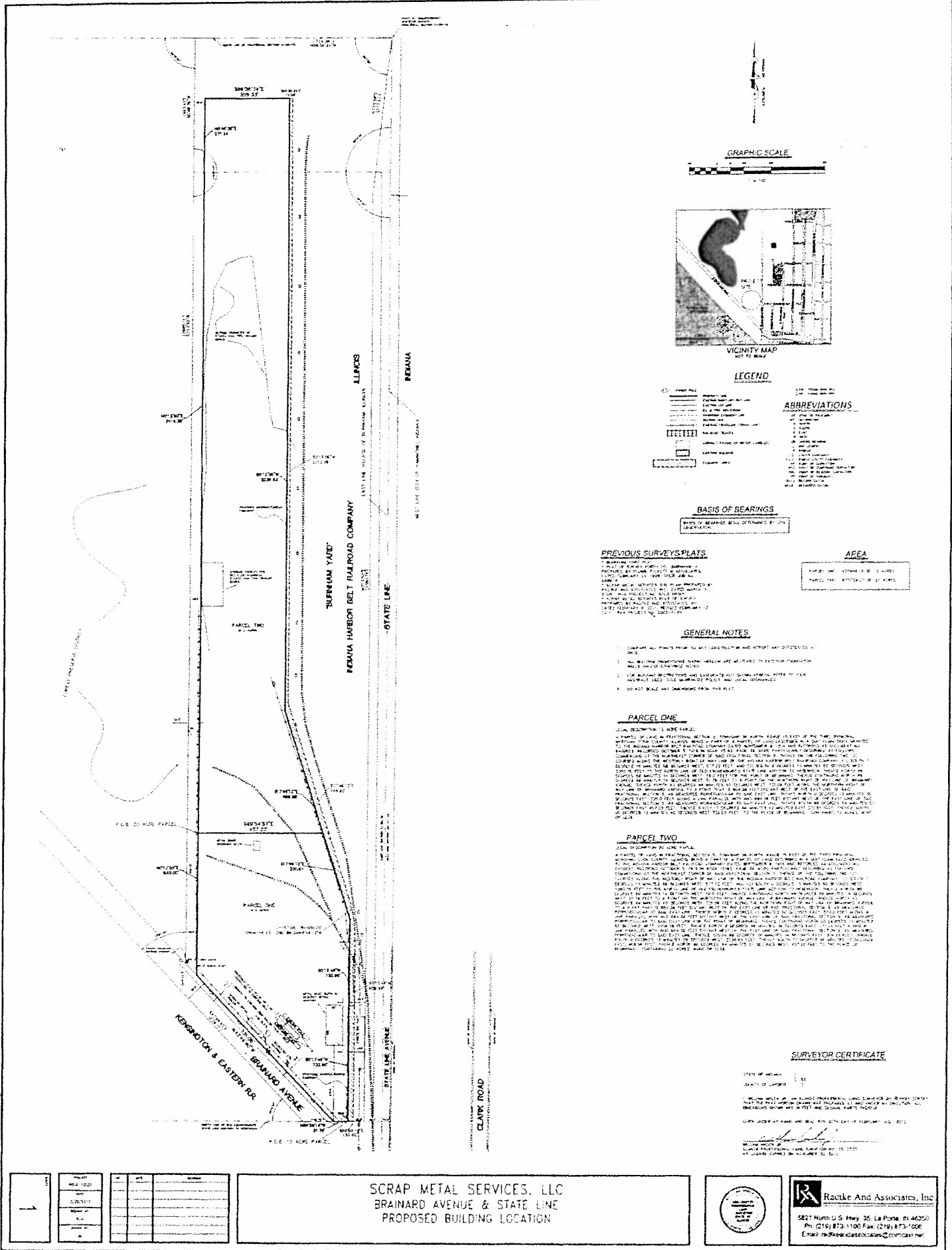
DATE FILED: September 8, 2017

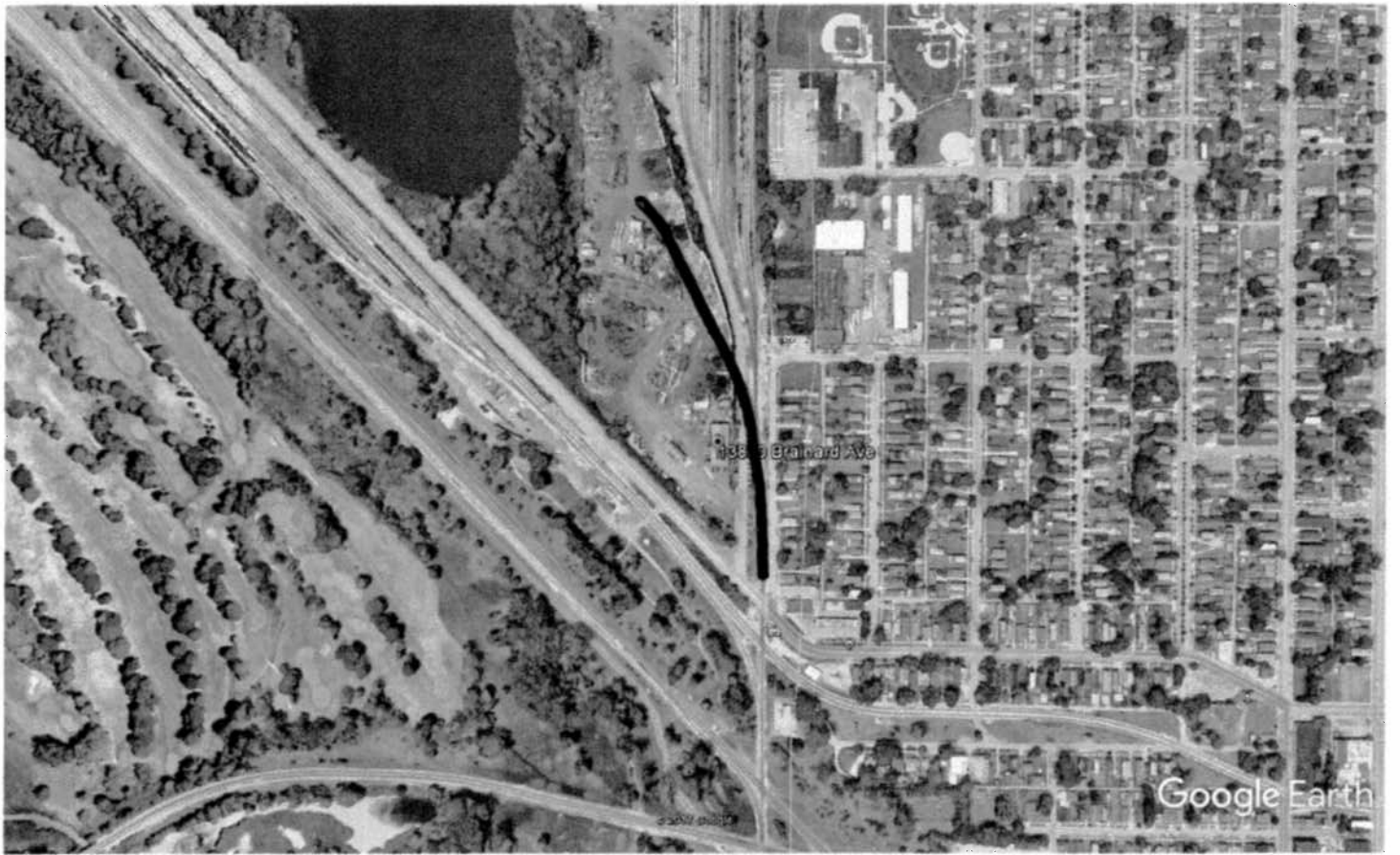
Finance Docket Number: FD 36144

Appendix 1-A

LENGTH OF SCRAP METAL SERVICES TERMINAL RAILROAD (ILLINOIS), LLC
BURNHAM TRANSLOAD FACILITY

Total Track: 1,613 linear feet = 0.305 mile of track





Google Earth



 IHB Connector

CERTIFICATION UNDER 49 C.F.R. § 1150.33(g)

Scrap Metal Services Terminal Railroad Company (Illinois), LLC hereby certifies under 49 C.F.R. § 1150.33(g), that the projected revenues from the acquisition and operation proposed in this matter do not exceed those that would qualify it as a Class III rail carrier, specifically, will not exceed \$5,000,000.

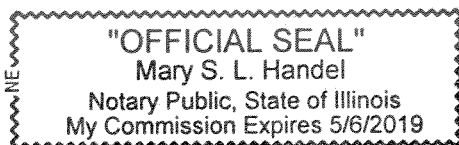


David C. Dillon

Authorized Representative of

Scrap Metal Services Terminal Railroad Company (Illinois), LLC

SUBSCRIBED AND SWORN TO before
me this 11th of September, 2017.


Notary Public

CAPTION SUMMARY

SURFACE TRANSPORTATION BOARD

Notice of Exemption

FINANCE DOCKET NO. FD 36144

SCRAP METAL SERVICES TERMINAL RAILROAD COMPANY (ILLINOIS), LLC
- ACQUISITION EXEMPTION -
RAIL LINE OF SCRAP METAL SERVICES, LLC
AT BURNHAM TRANSLOAD FACILITY, BURNHAM, ILLINOIS

Scrap Metal Services Terminal Railroad Company (Illinois), LLC (SMSRRIL), has filed a Notice of Exemption to acquire and operate from Scrap Metal Services, LLC, a non-carrier, approximately 1,613 feet (0.305 mile) of right-of-way and trackage at Scrap Metal Services, LLC's Burnham Transload Facility in Burnham, Illinois. Comments must be filed with the Board and be served on SMSRRIL's representative, David C. Dillon, Dillon & Nash, Ltd., 3100 Dundee Road, Suite 508, Northbrook, IL, 60062, (847) 498-3000.

This Notice is filed under 49 C.F.R. § 1150.31. If the Notice contains false or misleading information, the exemption is void *ab initio*. Petitions to revoke the exemption under 49 U.S.C. §10502(d) may be filed at any time. The filing of a petition to revoke will not automatically stay the transaction.

By the Board

(Seal)

VERIFICATION

STATE OF ILLINOIS)
)
COUNTY OF COOK)

David C. Dillon, being duly sworn, states that he is an attorney for Scrap Metal Services Terminal Railroad Company (Illinois), LLC; that he is familiar with the factual allegations made in the foregoing Notice of Exemption on behalf of SMSRRIL; and that such allegations are true as stated.

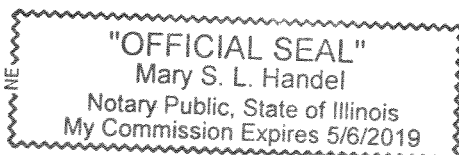


David C. Dillon, Attorney for
Scrap Metal Services Terminal Railroad Company (Illinois), LLC

SUBSCRIBED AND SWORN to before
me this 11th day of September, 2017.



Notary Public



THIS AGREEMENT CONTAINS AN AUTOMATIC RENEWAL PROVISION

OPERATING AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2017, between SCRAP METAL SERVICES (SMS) and SCRAP METAL TERMINAL RAILROAD COMPANY (ILLINOIS), LLC (SMSRRIL).

WITNESSETH:

WHEREAS, SMSRRIL has acquired by Access Agreement from Scrap Metal Services approximately 1,613 linear feet (0.305 mile) of right-of-way and trackage located at Scrap Metal Services's Burnham Transload Facility, in Brookfield, Illinois, more particularly described in Appendix 1 attached hereto ("the Burnham Transload Facility trackage"); and

WHEREAS, SMSRRIL desires to operate and maintain the Burnham Transload Facility trackage for the provision of rail service in the name of, and in behalf of, Scrap Metal Services; and

WHEREAS, Scrap Metal Services is agreeable to such operation and maintenance upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein the parties hereto agree as follows:

ARTICLE ONE

GRANT OF RIGHT TO OPERATE AND MAINTAIN THE BURNHAM TRANSLOAD FACILITY TRACKAGE

Subject to the terms and conditions provided in the Access Agreement between Scrap Metal Services and Scrap Metal Services Terminal Railroad Company (Illinois), LLC, (i) Scrap Metal Services hereby grants to SMSRRIL the right to operate its trains, locomotives, cars, and equipment

with its crews over the Burnham Transload Facility trackage for the purpose of providing rail service to shippers and receivers located on such lines and to transport shipments by rail over such lines, and to maintain the Burnham Transload Facility trackage, and (ii) SMSRRIL agrees to operate and maintain the Burnham Transload Facility trackage. SMSRRIL reserves the right to operate trains, locomotives, cars, and equipment on an as-needed basis, using a leased locomotive or a substitute, using its own personnel. SMSRRIL will perform all necessary freight car switching at the Burnham Transload Facility and will operate all freight car loading and unloading facilities.

ARTICLE TWO

TERM; TERMINATION

Section 2.01 Term. Subject to earlier termination as provided herein, the term of this Agreement shall be one year from the date of this Agreement shown above; provided, however, that this Agreement will be renewed automatically for additional one year periods unless, no later than 60 days before its expiration, either Scrap Metal Services or SMSRRIL provides written notice to the other party of its intent not to renew this agreement.

Scrap Metal Services may terminate this Agreement upon ten (10) calendar days written notice if by any reason most of the circulating shares in SMSRRIL with right to a vote are no longer property of Scrap Metal Services, or its parent or affiliated companies, or if any shares in SMSRRIL are owned, directly or indirectly, by a competitor of Scrap Metal Services.

Section 2.02 Termination For Default. Either party may terminate this Agreement by written notice if the other party fails to perform any obligation required of it hereunder and fails to remedy such default within thirty (30) days after receipt of written notice of such default.

Section 2.03 Termination for Bankruptcy, Etc. Either party may immediately terminate this Agreement by written notice if the other party enters into or is placed in bankruptcy or receivership or is nationalized, become insolvent, or makes an assignment for the benefit of its creditors.

ARTICLE THREE

SCOPE OF OPERATIONS AND MAINTENANCE AND COMPENSATION THEREFORE

The scope of operations and maintenance and the agreed compensation therefore are contained in Appendix 2 attached hereto. The parties may amend Appendix 2 from time to time by executing an amended scope of operations and maintenance and compensation.

ARTICLE FOUR

GOVERNMENT APPROVAL, ETC.

SMSRRIL at its own expense shall obtain any and all governmental approvals, authorizations, permits, licenses, and exemptions that may be required for its operation and maintenance of the Burnham Transload Facility trackage.

ARTICLE FIVE

INSURANCE

SMSRRIL shall be required to obtain and keep in force a commercial general liability insurance policy covering SMSRRIL's operation and maintenance of the Burnham Transload Facility trackage, including public liability, personal injury, property damage, and contractual liability with per occurrence and aggregate limits of not less than \$2 million. Scrap Metal Services shall be named as an additional insured in such policy. Upon reasonable request, SMSRRIL shall make such policy available for inspection and review by Scrap Metal Services.

ARTICLE SIX

MANAGEMENT AND OPERATIONS

SMSRRIL shall comply with the provisions of the Federal Safety Appliance Act, as amended, and all other federal, state, and local laws, regulations and rules respecting (i) the operations and maintenance of the Burnham Transload Facility trackage, (ii) the operation, condition,

inspection and safety of SMSRRIL's trains, locomotives, cars, and equipment while such trains, locomotives, cars, and equipment are being operated over the Burnham Transload Facility trackage. SMSRRIL shall indemnify, protect, defend, and save harmless Scrap Metal Services and its officers, agents and employees from and against all fines, penalties and liabilities imposed upon SMSRRIL or its officers, agents and employees under such laws, rules and regulations by any public authority or court having jurisdiction in the premises, when attributable in any manner to the failure of SMSRRIL to comply with its obligations under this article.

ARTICLE SEVEN

LIABILITY AND INDEMNITY

Whenever any loss of, damage to, or destruction of any property whatsoever, or injury or death of any person or persons whomsoever, occurs with the trains, locomotives, cars, or equipment of, or in the account of SMSRRIL, SMSRRIL shall assume all liability therefore, and shall forever protect, defend, indemnify and save harmless Scrap Metal Services and its officers, agents and employees from and against any such liability, cost and expense, except if such loss, damage, injury or death was caused by SMSRRIL.

ARTICLE EIGHT

ENVIRONMENTAL CONDITIONS

Scrap Metal Services shall indemnify SMSRRIL for any and all Losses resulting from environmental conditions existing on the Burnham Transload Facility trackage as of the commencement of operations by SMSRRIL. SMSRRIL shall indemnify Scrap Metal Services for any and all Losses resulting from environmental conditions occurring or arising on the Burnham Transload Facility trackage during the term of this Agreement except to the extent caused by the act or omission of Scrap Metal Services.

ARTICLE NINE

THIRD PARTY CLAIMS RELATING TO OWNERSHIP OPERATION

SMSRRIL shall not cause any lien, claim, or encumbrance to be placed against the Burnham Transload Facility trackage. If any such lien, claim or encumbrance shall be filed or placed against the Burnham Transload Facility trackage or any part thereof, SMSRRIL agrees to discharge the same within 30 days after SMSRRIL has notice thereof. If SMSRRIL fails to do so, Scrap Metal Services shall have the right (but not the obligation) to pay or discharge any such liens, claims or encumbrances without inquiry as to their validity and any amount so paid, including interest, fees, charges, and expenses, shall be paid by SMSRRIL to Scrap Metal Services, as applicable.

ARTICLE TEN

FINANCIAL STATEMENTS

If Scrap Metal Services shall so request, SMSRRIL shall be required on a quarterly basis to provide statements reflecting its financial condition, such as a balance sheet and profit-loss statement.

ARTICLE ELEVEN

CONFIDENTIALITY

SMSRRIL will keep secret and confidential at all times and will not disclose, divulge, or communicate any confidential or proprietary information provided by Scrap Metal Services hereunder, in any manner, directly or indirectly, to any third party, except as permitted by this Agreement, and except where that information:

- (a) is or later become publicly known under circumstances involving no breach of this Agreement by SMSRRIL;

- (b) was already known to SMSRRIL at the time it was received from Affton Trucking Company, not under an obligation of confidentiality, as evidenced by written documents in the possession of SMSRRIL; or
- (c) is made available to SMSRRIL by a third party without secrecy obligations and without breach of an obligation to Scrap Metal Services.

SMSRRIL may disclose confidential information only to those of its directors, officers, and employees who legitimately require it for the purposes permitted by this Agreement, and will use its best efforts to prevent any unauthorized disclosure by them.

Notwithstanding the termination of this Agreement, the obligations of SMSRRIL under this Section 11 shall continue in force for ten (10) years after termination.

ARTICLE TWELVE

REAL PROPERTY TAXATION

SMSRRIL agrees to file Illinois Department of Revenue Railroad Railroad Property Tax Returns (including but not limited to PTAX 500 through 513 and 520A through 523, and 537), listing the Burnham Transload Facility property as “railroad operating property” as defined in the applicable Illinois statutes. SMSRRIL shall pay the resulting property taxes or immediately fully reimburse Scrap Metal Services if Scrap Metal Services pays such taxes.

ARTICLE THIRTEEN

AMENDMENTS

This Agreement represents the entire understanding between the parties and supersedes and replaces any and all prior agreements between the parties relating to the subject matter hereof. This Agreement may not be amended except by a written instrument signed on behalf of each party by its authorized representatives.

ARTICLE FOURTEEN

ASSIGNMENT

Neither party may assign this Agreement without the prior written consent of the other, except that Scrap Metal Services may assign this Agreement to any entity which succeeds, by sale, merger, acquisition, transfer, or otherwise, to all or substantially all of its assets or business at its Burnham Transload Facility.

ARTICLE FIFTEEN

MISCELLANEOUS

Section 15.01 Any notices, requests, or other communications hereunder shall be in writing and shall be deemed to have been duly given when made upon a party by personal service at any place where they may be found or by mailing such notices, requests, or communications by certified mail, postage prepaid and return receipt requested, or by nationally recognized courier, or by transmitting such notice by facsimile, in each case to the following addresses or facsimile numbers, as the case may be:

- (a) If to Scrap Metal Services:
- (b)
- (a) If to SMSRRIL:
- (b)

Either party may provide changes in the above addresses to the other party by a notice given to the other party in this Section 15.01.

Section 15.02 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

Section 15.03. Severability. If any provision in this Agreement shall for any reason be determined to be invalid or unenforceable, the balance of such provision and the remaining provisions of this Agreement shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable provision had not been a part hereof.

Section 15.4 Titles. The title of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

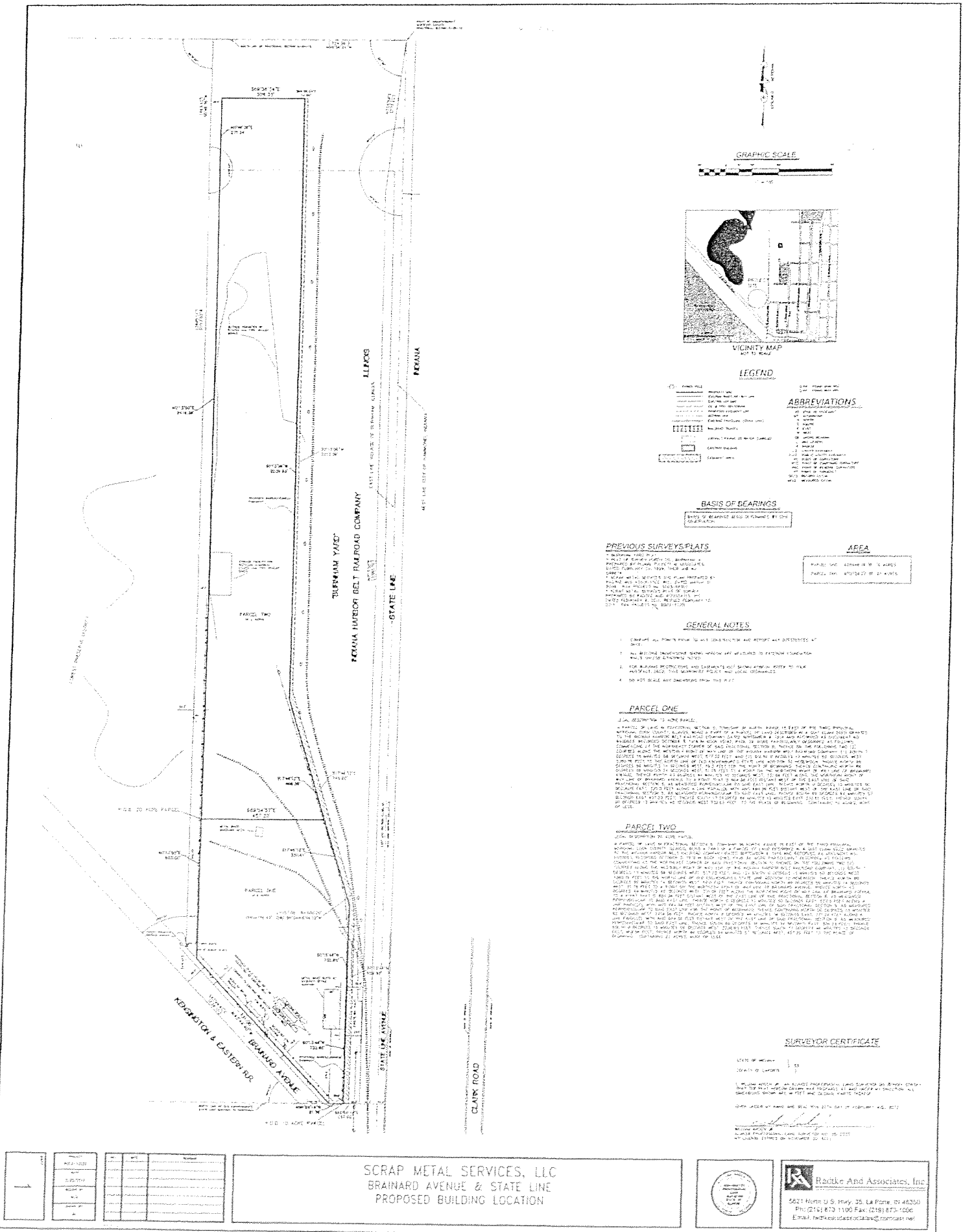
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first above written.

SCRAP METAL SERVICES

By: _____
Authorized Representative

SCRAP METAL SERVICES TERMINAL
RAILROAD COMPANY (ILLINOIS), LLC

By: _____
Authorized Representative



APPENDIX 2

SCOPE OF WORK

SCRAP METAL SERVICES (SMS) and SCRAP METAL SERVICES TERMINAL RAILROAD COMPANY (ILLINOIS), LLC (SMSRRIL) hereby agree to the following scope of work in accordance with Article Three of the Operating Agreement between them made and entered into as of September 1, 2017.

A. Operation

SMSRRIL will furnish a properly trained and qualified locomotive engineer and railroad switchman (collectively, operating crew) or a crew consisting of qualified remote control operators (as qualified and certified according to federal transportation standards) to provide railroad switching service at the Burnham Transloading Facility, Burnham, Illinois (work site). It is expected that the operating crew will work eight hours a day, Monday through Friday (full time) or as required. If such railroad switching service does not occupy that number of hours of operation on any day, the operating crew shall utilize the remaining hours of any such day doing one or more of the following activities: (1) hand check track gauge within all tracks and turnouts; (2) clean and lubricate moving parts of all switches; (3) hand check bolts within switch and track area; (4) perform other railroad-related projects as needed. At the reasonable request of SMS from time to time, the operating crew will work a greater number of hours per day than the numbers identified above.

SMSRRIL will furnish a locomotive capable of performing the railroad switching service identified above. SMSRRIL will maintain that locomotive in such manner that it is in condition adequate to perform the rail switching service identified above. SMSRRIL will provide for use by operating crew: (1) a contractor vehicle with small tools and a generator; and (2) a set of hand radios.

B. **Maintenance**

The operating crew will perform light track maintenance and daily inspection of the trackage at the work site. SMSRRIL will provide sufficient properly trained and qualified maintenance personnel to perform other maintenance activity, as needed (collectively, maintenance crew). The number of persons in a maintenance crew will vary depending on the maintenance work to be done. However, in most cases, a maintenance crew will consist of four persons. SMSRRIL will provide equipment and tools as required for maintenance activity.

DILLON & NASH, LTD.

Attorneys at Law

David C. Dillon, M.B.A., J.D.

3100 Dundee Road

Suite 508

Northbrook, Illinois 60062

Telephone: (847) 498-3000

Fax: (847) 291-3415

September 8, 2017

Surface Transportation Board
Chief Section of Administration
395 E. Street S.W.
Washington, D.C. 20423

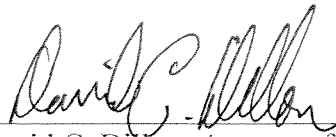
Re: CERTIFICATIONS Relative to Verified Notices of Exemption Under 49 C.F.R.
§1150.31 – Scrap Metal Services Terminal Railroad Company (Illinois), LLC

Dear Sir or Madam:

Our office represents Scrap Metal Services Terminal Railroad Company (Illinois), LLC. I hereby certify the following:

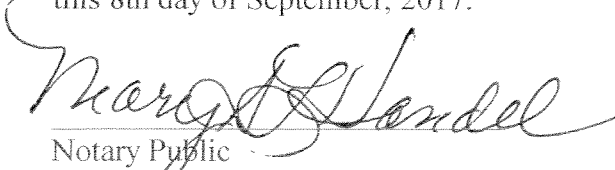
- 1) The annual revenue of Scrap Metal Services Terminal Railroad Company (Illinois), LLC will not exceed \$5,000,000 per year.
- 2) The specific location of Scrap Metal Services Terminal Railroad Company (Illinois), LLC is at the intersection of Brainard Avenue and the Indiana Harbor Belt Railroad right of way (13830 Brainard Avenue), Burnham, Illinois.
- 3) The delivery of rail cars to, and the removal of railcars from, the Scrap Metal Services Terminal Railroad Company (Illinois), LLC tracks on its site are made by Indiana Harbor Belt Railroad Company.

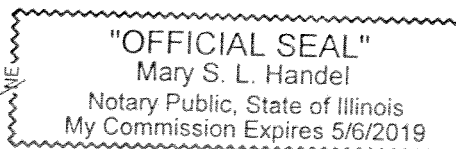
I certify that the above statements are true and correct.



David C. Dillon, Attorney for Scrap Metal Services
Terminal Railroad Company (Illinois), LLC

SUBSCRIBED AND SWORN to before me
this 8th day of September, 2017.


Notary Public



CERTIFICATION

IN RE: Scrap Metal Services Terminal Railroad Company (Illinois), LLC
"Transactions Imposing Interchange Commitments"

DOCKET #: **FD 36144**

This is the Certify as Requested by the U.S. Code Section 49 CFR 1150.33, Transactions Imposing Interchange Commitments, that:

Sec. 1150.33 - Information to be contained in notice—transactions that involve creation of Class III carriers.

- (a) The full name and address of the applicant;
- (b) The name, address, and telephone number of the representative of the applicant who should received correspondence;
- (c) A statement that an agreement has been reached or details about when an agreement will be reached;
- (d) The operator of the property;
- (e) A brief summary of the proposed transaction, including:
 - 1. The name and address of the railroad transferring the subject property;
 - 2. The proposed time schedule for consummation of the transaction;
 - 3. The mile-posts of the subject property, including any branch lines, and
 - 4. The total route miles being acquired;
- (f) A map that clearly indicates the area to be serve, including origins, termini, stations, cities, counties, and states; and
- (g) A certificate that applicant's projected revenues do not exceed those that would qualify it as a Class III carrier.
- (h) Transactions imposing interchange commitments. "(1) If a proposed acquisition or operation of a rail line or change of operators involves a provision or agreement that may limit future interchange with a third-party connecting carrier, whether by outright prohibition, per-car penalty, adjustment in the purchase price or rental, positive economic inducement, or other means ('interchange commitment'), the following additional information must be provided:
 - (I) The existence of that provision or agreement and identification of the affected interchange points;"

The undersigned hereby certifies that there are no such provisions or agreements.


David C. Dillon, Attorney for Scrap Metal Services
Terminal Railroad Company (Illinois), LLC

