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Karl Morell & Associates
440 1st Street, NW, Suite 440
Washington, DC 20001
(202) 595-9045
karlm@karlmorell.com

April 25, 2018

E-FILED

Ms. Cynthia T. Brown
Chief, Section of Administration
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re: Finance Docket No. 36146, Bayway Terminal Switching
Company, L.L.C. – Notice of Modified Certificate of Public
Convenience and Necessity

Dear Ms. Brown:

On September 5, 2017, Bayway Terminal Switching Company, L.L.C. ("BTSC") filed a Notice of Modified Certificate of Public Convenience and Necessity pursuant to 49 C.F.R 1150.23. In that Notice, BTSC noted that it had not yet received the agreement between the State of New Jersey and Phillips or the agreement between Phillips and BTSC. Attached please find a copy of both agreements.

If you have any questions or require any additional information, please contact me.

Sincerely yours,



Karl Morell

Enclosures

Designation of Operator and Assumption Agreement

This Designation of Operator and Assumption Agreement ("Assumption Agreement") is made and entered into this 5th day of February, 2018, by and between Phillips 66 Company ("Phillips 66"), and Bayway Terminal Switching Company, L.L.C. ("Designated Operator");

WHEREAS, Phillips 66 has entered into a certain License Agreement in which Phillips 66 was licensed by the New Jersey Department of Transportation to operate rail services upon and to use and improve, for rail freight service, the whole or any part of the Property, subject to the terms of that certain License Agreement between such parties, dated November 28, 2017 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Phillips 66 was given permission by the New Jersey Department of Transportation to obtain a private rail carrier to act as the Operator of the Property; and

WHEREAS, Phillips 66 desires to obtain Designated Operator, a wholly owned subsidiary of Watco Companies LLC, as such Operator, the intent of which is evidenced by that certain Bayway Industrial Complex Railcar Switching Agreement signed by Phillips 66 and Watco Companies, L.L.C. dated September 6, 2017 ("Switching Agreement"), and to assign over certain rights and obligations under the Agreement as outlined herein;

NOW, THEREFORE, for an in consideration of the mutual benefits and obligations set forth in this Assumption Agreement, the parties agree that the following terms and provisions shall govern the assignment and assumption of certain rights and obligations of Phillips 66 in the Agreement to Designated Operator as follows:

1. Phillips 66 hereby obtains Designated Operator as Operator as set forth in the Agreement and grants, assigns, transfers and sets over unto Designated Operator any and all of Phillips 66's rights and obligations in and to the Agreement for the purposes of granting Operator the right to operate under the license granted to Phillips 66 under the Agreement.

2. Designated Operator hereby accepts the assignment and assumption of the right and obligation to operate under the license granted to Phillips 66 under the Agreement and will be bound by and perform as the Operator according to the terms of the Agreement.

3. This Assumption Agreement shall automatically terminate upon termination of the Switching Agreement.

This Assumption Agreement applies to, inures to the benefit of, and binds all parties hereto, and their successors and assigns.

DATED the year and date first above written.

PHILLIPS 66 COMPANY:

By Mir Cois

Title: Business Team Leader

BAYWAY TERMINAL SWITCHING COMPANY, L.L.C.:

By M. J. Cois

Title: Assistant General Counsel

LICENSE AGREEMENT

THIS AGREEMENT, made this 28th day of November, 2017, between the New Jersey Department of Transportation, with offices located at 1035 Parkway Avenue, Ewing, New Jersey, 08625 ("the State"), and Phillips 66 Company ("Phillips"), a corporation of the State of Delaware, having its principal offices at 3010 Briarpark Drive, Houston, TX, 77042,

WHEREAS, the State is the owner of a portion of the Staten Island Railroad ("SIRR") which is located in Union County, New Jersey; and,

WHEREAS, the State and County entered into an agreement on June 23, 2000 ("2000 Agreement"), allowing the County to access, rehabilitate and operate the SIRR for a period of 20 years, unless terminated earlier by mutual agreement; and,

WHEREAS, the County entered into an operating agreement with an operator which expired on or about March 15, 2013, and the County has not renewed the operating agreement nor sought a new operator because it was determined the continuation of the project was not in the best interest of the County of Union due to a variety of factors including that there was an insufficient customer base to support the reactivation of the SIRR; and

WHEREAS, the 2000 Agreement also required the County to maintain the SIRR and to indemnify the State for any liability arising in connection with the SIRR; and,

WHEREAS, the County and the State have entered into an agreement to release the County from all obligations relating to the Property, contingent on the State granting the license contemplated in this Agreement; and,

WHEREAS, Phillips owns and operates the Bayway Refinery and the SIRR runs through the campus of the Bayway Refinery; and,

WHEREAS, Phillips, has been and continues to use a portion of the SIRR between milepost 3.15 (East Linden Avenue Underpass) in an easterly direction to the end of the serviceable track at milepost 4.56 ("the Property") in connection with other railroad tracks which are solely owned and controlled by Phillips within the Bayway Refinery campus; and,

WHEREAS, the limits of the Property are depicted in the attached map titled "New Jersey Department of Transportation, General Property Parcel Map, A.R.R.O.W. Project, Staten Island Rapid Transit from Conrail Tracks at Cranford Junction to Arthur Kill, Township of Cranford, Borough of Roselle, City of Linden, City of Elizabeth," which is attached as "Exhibit A" and incorporated into this License Agreement; and,

WHEREAS, Phillips has been operating on the SIRR in this manner without formal authorization from the State or County; and,

WHEREAS, Phillips has undertaken significant repairs and upgrades to the Property at their own cost and expense; and,

WHEREAS, Phillips intends to hire WATCO, a company which operates as a private rail carrier, to undertake day to day railroad operations; and,

WHEREAS, it has been determined that it is in the best interest of the public that Phillips be allowed to continue to use the Property, that the County be relieved of its maintenance obligations, and that the State be compensated at fair market value for use of the SIRR; and,

WHEREAS, the State cannot lease the Property to Phillips without approval of the State House Commission, and such approval cannot be obtained for many months; and,

WHEREAS, the State and County find that it would be unnecessarily disruptive and costly to demand that Phillips cease operations on the Property until a formal lease can be granted; and,

WHEREAS, proper notice of the State's intent to grant this license and to eventually enter into a lease agreement with Phillips has been supplied consistent with the requirements of N.J.S.A. 27:12-2 to -7.1 and N.J.S.A. 52:31-1.1 to -1.8 and no other parties have expressed an interest in obtaining rights in the Property;

NOW, THEREFORE, the parties agree as follows:

1. LICENSE

The State hereby licenses Phillips the exclusive right to operate rail services upon and to use and improve, for rail freight service, the whole or any part of the Property, except as reserved in section 7 "RESERVATIONS" of this agreement, subject to the terms of this License Agreement. Use and improvement of the property may be accomplished through Phillip's officers, employees, consultants and contractors.

2. FEES

A. Within 30 days of the State and Phillips entering into a lease agreement, Phillips will pay a lump sum to the State equal to the product of the number of months between execution of this license agreement and the execution of the lease agreement multiplied by the monthly payment due to the State under the lease agreement.

3. TERM OF LICENSE

A. This license will become effective by the State, which shall execute last.

B. This license will expire upon execution of a lease agreement between the State and Phillips which has been approved by the State House Commission. If the State proposes a reasonable lease to the State House Commission and it is rejected, the State shall have the option,

in its sole discretion, to revise and resubmit the lease or to declare this license void. In addition, the State may declare this license void at any time in order to resume rail service along a longer portion of the SIRR. This license may be terminated if the fee from Phillips is due and unpaid for more than 10 calendar days or for breach of any term of this License Agreement which is not corrected after reasonable notice from the State.

C. In the event that this agreement is terminated without replacement by a lease, the State shall refund the pro rata share of Phillip's monthly fee for the remaining days of the month.

D. In no event is the State obligated to enter into or to attempt to enter into a lease agreement with Phillips. The State shall retain discretion to cancel this license without pursuing a lease agreement.

4. COSTS

A. Operations

Phillips 66 shall be responsible at its own cost and expense to obtain a private rail carrier to act as the Operator of the Property. The Operator shall be responsible to obtain and/or maintain the appropriate certificate(s) from the Federal Surface Transportation Board (STB). The STATE and COUNTY will not be obligated for any costs associated with the operation of the Property, which will be the sole responsibility of Phillips.

The Operator retained by Phillips 66 will be required to take that portion of the SIRR not specifically, described in this license "Out of Service" by removing a rail and placing an end of line indicator so that no trains can operate past that point.

B. Maintenance

The STATE and COUNTY will not be obligated to maintain the Property. All maintenance responsibility shall lie with Phillips, except as described in Section 9 "BRIDGE MAINTENANCE" of this License Agreement. Tracks shall be maintained to the standards of the Federal Rail Administration and the American Railway Engineering and Maintenance-of-Way Association's (AREMA) 2017 Manual for Railway Engineering, its 2017 Communications & Signals Manual, or any other applicable AREMA publication, and as updated.

C. Taxes

Phillips shall be responsible for any applicable federal, state and local taxes.

D. Cancellation of License

Neither the State nor the County shall bear any liability for costs that Phillips may incur as a result of cancellation of this license.

5. LIABILITIES and RISK ALLOCATION

A. Phillips shall hold harmless, defend and indemnify the State and County against any and all third party claims arising from Phillip's use of the Property or from the physical condition of the Property except, so long as Phillips is entirely without fault, for (i) any claims arising out of or related to the inspection, maintenance or repairs of any bridges as set forth in Section 9, (ii) any claims arising out of or related to any person or entity that obtains rights or is assigned any interest in, over or under the Property as set forth in Section 7, (iii) any physical conditions existing before the execution of this license agreement, and (iv) claims arising from the intentional or willfully malicious conduct of a State or County employee. These obligations shall persist regardless of the type or merit of the claim, or whether the State or County had any fault, even if solely at fault. Phillip's shall fulfill its duty to defend the State and County upon demand and regardless of whether a complaint has been filed in court, and if a complaint is filed in court, regardless of what stage the proceedings are in at the time of the demand. The obligation to defend and indemnify will persist regardless of Phillips purchasing the insurance policies required by this agreement, or any other insurance policy. The only exception to these obligations will be for claims arising from the intentional or willfully malicious conduct of a State or County employee.

B. The obligation to hold harmless, defend and indemnify the State and County will survive the term of this License Agreement if this agreement is terminated for a reason other than replacement by a lease, but only as to claims arising from the acts or omissions of Phillips, the County or the State, which occurred during the term of this License Agreement.

C. Phillips shall incorporate the same hold harmless, defense and indemnity provisions with respect to the State and County in any contract with an Operator of the rail line.

D. Neither the Board of Chosen Freeholders of the County of Union nor the State, nor any officers or employees thereof, shall be charged personally with any liability under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach of this Agreement.

E. All claims arising against the State and County, whether by a third party or Phillips, shall be subject to the provisions of Title 59 of the New Jersey Statutes.

F. Phillips shall immediately, and at its own cost, discharge any liens which are filed against the Property.

6. INSURANCE

A. Phillips shall purchase and maintain a commercial general liability policy of insurance, including contractual liability coverage, with a limit not less than \$2,000,000 any one occurrence.

B. Phillips shall purchase and maintain an automobile liability policy covering owned, non-owned and hired vehicles with minimum limits as follows: \$500,000 each person and \$1,000,000

each occurrence for Bodily Injury Liability, and \$250,000 each occurrence for Property Damage Liability.

C. Phillips shall purchase and maintain Workers' Compensation (including Occupational Diseases) covering its employees engaged in any work on the Property in accordance with the statutory requirements of the laws of the State of New Jersey. The Workers' Compensation Insurance Policy shall contain an Employer's Liability endorsement providing a limit of not less than statutory requirements (railroad employees are covered under the Federal Employers Liability Act.)

D. The insurance policies required under 6. A. and B. above shall name the State of New Jersey, the Commissioner of Transportation, the New Jersey Department of Transportation, its officials and employees, the County of Union, its officials and employees and the Board of Chosen Freeholders of the County of Union as additional insureds..

E. Phillips may fulfill its obligations to obtain insurance by requiring any Operator it contracts with to provide these policies, provided that the policies are actually obtained. Any policy obtained by a Contractor cannot be cancelled without 30 days' notice to Phillips, Union County, and the State. In the event that the policy expires, for any reason, Phillips shall obtain a policy consistent with the terms of this agreement.

F. Proof of insurance obtained by Phillips or its Operator shall be provided before execution of this agreement by the State.

7. RESERVATIONS

The State reserves the following rights:

A. The right to assign overhead trackage rights.

B. The right to grant any interest in property not required for railroad purposes and to collect and retain any revenue therefrom, e.g. outdoor advertising.

C. The State shall have the right to convey easements and otherwise allow utilities to install underground facilities along the property, so long as the installation or maintenance of the utilities will not unreasonably interfere with the operation of the Property.

9. BRIDGE MAINTENANCE

Any bridge on the property which runs over a publicly owned road shall be the State's sole responsibility to maintain and inspect. Phillips shall grant reasonable access to the State for this purpose upon 48 hours' notice, and may require compliance with safety procedures by State employees. In the event of an emergency, Phillips shall allow immediate access to the Property for

repair. Phillips shall continue to be responsible for maintaining the tracks which run across a State maintained bridge. Any claims arising against the State as a result of its inspection and maintenance of the bridges will be subject to the provisions of Title 59 of the New Jersey Statutes. The State shall have all rights necessary to maintain the bridges in compliance with 49 CFR Parts 212 and 237 and any other applicable law or regulation. This provision does not create a contractual obligation in the State to Phillips to maintain these bridges to any degree, but only relieves Phillips of responsibility for such maintenance.

10. LICENSES, PERMITS and COMPLIANCE

Phillips shall be solely responsible for obtaining any federal, state or local licenses, permits or approvals required to use the Property. Phillips shall comply with all federal, state and local laws, regulations, ordinances and orders. Failure to satisfy the requirements of this section may result in suspension or cancellation of this License Agreement by the State or County, in their discretion. This License Agreement shall not be construed as approval by the State or County in their regulatory capacities, if any.

11. DEBARMENT

Phillips shall not contract with any entity that is actively barred from contracting with the State for any services to take place on or in connection with the Property.

12. NOTICES

All notices and payments hereunder shall be sent by first class mail or overnight mail to:

If Phillips 66: Phillips 66 Company
1075 W. Sam Houston Parkway N.
Suite 200
Houston, TX 77043
Attn: Legal Services

If the State: New Jersey Department of Transportation
Director, Multimodal Services
1035 Parkway Ave
Ewing, NJ 08625

13. WARRANTIES

The State and County make no warranty as to the condition of the Property or its fitness for any purpose or the quality of their title. Phillips is accepting this license in an "as-is" condition.

14. ENTIRE AGREEMENT

This License Agreement constitutes the full agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings regarding the same subject matter. The subject matter of this Agreement may not be explained or supplemented by the circumstances of its negotiation, the course of dealing between the parties or usage of trade.

15. SUCCESSORS AND ASSIGNS

This License Agreement shall not be assigned or transferred by Phillips and shall not pass to any successor in interest. This License Agreement is granting a personal privilege to Phillips and is not conveying any interest in real property, and it will not run with any property owned by Phillips.

16. CHOICE of LAW

This License Agreement shall be governed and construed under the laws of the State of New Jersey.

17. COUNTERPARTS

This Agreement may be executed in counterparts. Each shall be deemed an original but together shall constitute one and the same instrument.

18. CAPTIONS

The captions or headings used in this License Agreement are for convenience only and are not intended to affect the construction of the matter in the sections which follow them. Accordingly, they shall have no effect whatsoever in determining the rights or obligations of the parties.

19. RESOLUTIONS

Phillips shall provide the State with copies of a resolution from its governing body demonstrating the authority of its signatory to enter into this agreement on its behalf and another officer shall certify to the authenticity of the resolution.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first written above.

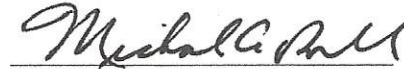
Phillips 66 Company

Attest:



Nick Coia
Business Team Leader

Date: 10/10/17



MICHAEL BUKOWSKI
Refinery Manager

Date: 10/10/17

**State of New Jersey,
Department of Transportation**

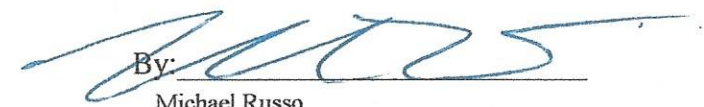
ATTEST/WITNESS/AFFIX SEAL:



ANIKA JAMES
SECRETARY, NEW JERSEY

Date: 11/28/17

**STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION**

By: 

Michael Russo
Assistant Commissioner
Capital Investment, Planning and Grant Administration

Date 11/28/17

Approved as to form:

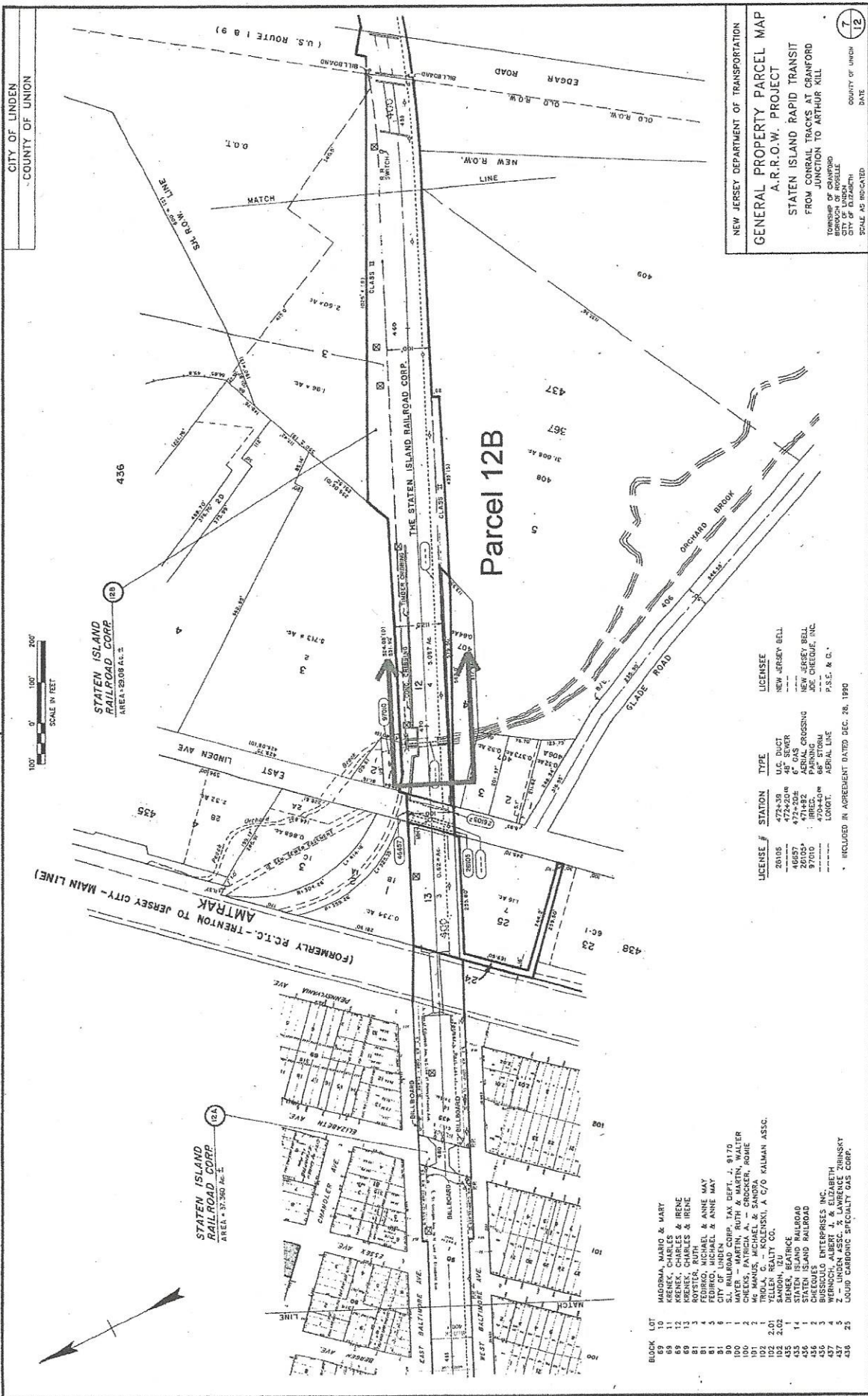
**CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY**

By: 

David M. Kahler
Deputy Attorney General

10/21/17
Date

Exhibit A



NEW JERSEY DEPARTMENT OF TRANSPORTATION
 GENERAL PROPERTY PARCEL MAP
 A.R.R.O.W. PROJECT
 STATEN ISLAND RAPID TRANSIT
 FROM CRANFORD TRACKS AT CRANFORD
 JUNCTION TO ARTHUR KILL
 TOWNSHIP OF CRANFORD
 COUNTY OF UNION
 COUNTY OF ELIZABETH
 SCALE AS INDICATED
 DATE

LICENSE #	STATION	TYPE	LICENSEE
20108	472-320	D.C. CROSS	NEW JERSEY BELL
46557	472-320	ADRIAL CROSSING	NEW JERSEY BELL
20105	471-882	ADRIAL CROSSING	NEW JERSEY BELL
472-440	472-440	ADRIAL CROSSING	NEW JERSEY BELL
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