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December 11, 2018

246883

BY E-FILING

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

ENTERED
Office of Proceedings
December 11, 2018
Part of
Public Record

**RE: FD 34797 Sub. No. 1, New England Transrail, LLC d/b/a
Wilmington & Woburn Railway-Construction, Acquisition, and
Operation Exemption-In Wilmington and Woburn, Mass.**

Dear Ms. Brown:

I am filing on behalf of both New England Transrail, LLC, d/b/a Wilmington & Woburn Railway and the Town of Wilmington, MA, a Motion to Hold in Abeyance along with a Standstill Agreement signed by both parties. I am authorized by Daniel Deutsch, Esq., attorney for the Town of Wilmington, to sign the Motion for him.

Sincerely yours,

CLARK HILL



John D. Heffner
Senior Counsel

Enclosure

Cc: Daniel Deutsch, Esq.
Service list

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

FD 34797 Sub-No. 1

**NEW ENGLAND TRANSRAIL, LLC, d/b/a
WILMINGTON & WOBURN TERMINAL RAILWAY
—CONSTRUCTION, ACQUISITION AND OPERATION EXEMPTION—
IN WILMINGTON AND WOBURN, MASS.**

**JOINT MOTION OF
NEW ENGLAND TRANSRAIL, LLC, d/b/a
WILMINGTON & WOBURN TERMINAL RAILWAY
AND TOWN OF WILMINGTON, MA,
FOR STAY AND TO HOLD PROCEEDINGS IN ABEYANCE**

Petitioner New England Transrail, LLC d/b/a Wilmington & Woburn Terminal Railway (“Petitioner”)¹ and Respondent Town of Wilmington, MA (“the Town”)² hereby jointly move that the Board hold this proceeding in abeyance and stay all future proceedings in this matter for a period of 90 days and thereafter pending either Party’s request to resume or Petitioner’s motion to dismiss.

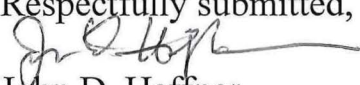
The Parties have reached an agreement-in-principle to facilitate consideration by the Town of an alternative to the project that is the subject of this proceeding. In that regard, the Parties have executed a Standstill Agreement (“the Agreement”), a copy of which is attached hereto, to confirm the terms by which they will discuss and Town boards may entertain permits for a “Warehouse Plan”

¹ Petitioner herein refers to NET and/or Wilmington Woburn Intermodal LLC (“WWI”), the entity that has sought to be substituted for NET as petitioner herein.

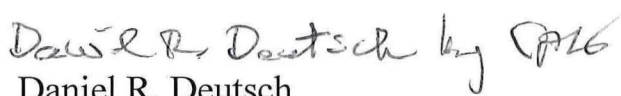
² Collectively “the Parties.”

proposed by WWI. Pursuant to the Agreement, the Petitioner and the Town will not take any action in this STB proceeding, and will suspend all STB- related activity, for a term of at least 90 days. Upon expiration of that 90-day term, the Agreement automatically will extend per its terms. The Agreement also provides that neither Party will be deemed to have waived any rights in this STB proceeding and that either Party may unilaterally terminate the Agreement upon 30 days' written notice following expiration of the original 90-day period in the Agreement.

Upon a successful culmination of permit application review by Town boards, Petitioner shall file a Motion to Dismiss its Petition with Prejudice. Alternatively, Petitioner may request that this matter be restored to the Board's active docket.

Respectfully submitted,

John D. Heffner
Clark Hill Strasburger
1025 Connecticut Ave., N.W.
Suite 717
Washington, D.C. 20036

Counsel for Petitioner


Daniel R. Deutsch
Brooks & DeRensis, P.C.
111 Devonshire Street, Suite 800
Boston, MA 02109

Counsel for Town of
Wilmington, MA

December 11, 2018

AGREEMENT

WITNESS This Agreement entered into this 19th day of October, 2018 by and between GFI Partners LLC ("GFI"), 133 Pearl Street, Suite 300, Boston, MA 02110, Wilmington Woburn Intermodal, LLC ("WWI") c/o GFI, New England Transrail, LLC ("NET") of 46 Grand Cove Way, Edgewater, NJ 07020, and the Town of Wilmington ("Wilmington"), Wilmington Town Hall, 121 Glen Road, Wilmington, MA 01887, hereinafter collectively the "Parties".

WHEREAS, NET is the petitioner for regulatory exemption of a proposed rail-based commodity transloading facility at 51 Eames Street, Wilmington, MA ("Property") ("NET Project") in a proceeding before the Surface Transportation Board ("STB") known as case number FD 34797 Sub-No.1 ("STB Proceeding");

WHEREAS, NET's petition is undergoing environmental review by STB and has been actively opposed by Wilmington;

WHEREAS, WWI is owned and was formed in 2018 by NET and GFI to pursue their joint interests in developing the Property, which Property currently is owned by Olin Corporation ("Olin") and is the subject of a federal Superfund investigation and remediation process;

WHEREAS, WWI is the assignee of a purchase and sale agreement between NET and Olin Corporation ("Olin") concerning the Property;

WHEREAS, NET has requested STB to substitute WWI as petitioner in place of NET in the STB Proceeding;

WHEREAS, Wilmington has objected to NET's request for substitution, which STB has not yet finally decided;

WHEREAS, WWI has now requested that its agent GFI explore the feasibility, design, development and operation of a commercial warehouse facility at the Property ("Warehouse Plan") as a potential alternative to the NET Project;

WHEREAS, WWI and Wilmington desire that GFI and Wilmington continue discussions and pursue negotiations and possible permitting processes regarding the Warehouse Plan ("Review Process"), rather than continuing to pursue their respective claims in the STB Proceeding;

WHEREAS, NET and Wilmington intend to file with STB a joint request or motion to stay the STB Proceeding for a period of at least ninety (90) days for that purpose; and

WHEREAS, the Parties desire to memorialize their collective agreement in furtherance of the Review Process

NOW THEREFORE, in consideration of the covenants herein by and between WWI, GFI, NET, and Wilmington, it is hereby agreed as follows:

1. WWI, through its agent GFI, and Wilmington shall pursue the Review Process for the proposed Warehouse Plan in good faith, with the objective, if otherwise agreeable to WWI and Wilmington, of implementing the Warehouse Plan or a modified version of it.
2. None of WWI, GFI, NET and Wilmington shall take or request any further action in the STB Proceeding, and NET and Wilmington shall suspend all STB litigation activity, during the Review Process and for a period of at least ninety (90) days from the date of this Agreement and thereafter for automatically renewed periods of thirty (30) days each, until the termination of such stay by WWI, GFI, NET or Wilmington by giving thirty (30) days' written notice to the other Parties and to STB (collectively, the "Stay Period").
3. Notwithstanding the Review Process, and throughout the Stay Period, WWI, GFI, NET and Wilmington agree that by entering into this Agreement, none of the Parties will be deemed to have waived any rights they otherwise have or may have in the STB Proceeding.
4. WWI, GFI, NET and Wilmington each shall have unilateral discretion to terminate this Agreement after giving thirty (30) days' written notice to the other Party, such notice to be given at any time to the other Parties herein and to STB following the expiration of the minimum ninety (90) day stay. The Parties agree, however, that NET shall not give notice of termination of the Stay Period in the STB Proceeding unless and until WWI gives notice of termination of this Agreement.
5. The Parties agree that if Wilmington issues, and upon its issuance of, all necessary permits for the Warehouse Plan, or of a modified version of it, that is acceptable to WWI, WWI shall authorize and direct NET, and NET shall promptly act, to formally, fully and finally terminate the STB Proceeding, including all environmental review of the NET Project, with prejudice and with each party to bear its own costs in the STB Proceeding.

AGREED AND ACCEPTED:

Wilmington Woburn Intermodal, LLC

By: Steven E. Goodman, Manager
Duly Authorized

Wilmington Woburn Intermodal, LLC

By: Robert W. Jones, III, Manager
Duly Authorized

Eames Street Member, LLC ("GFI")

By: Steven E. Goodman, Manager
Duly Authorized

New England Transrail, LLC

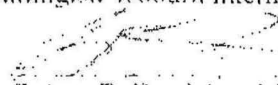
By: Robert W. Jones, III, Manager
Duly Authorized

Town of Wilmington

By: Jeffrey M. Hull, Town Manager
Duly Authorized

AGREED AND ACCEPTED:

Wilmington Woburn Intermodal, LLC


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Duly Authorized

Wilmington Woburn Intermodal, LLC

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By: Robert W. Jones, III, Manager
Duly Authorized

Eames Street Member, LLC ("GEP")


By: Steven E. Goodman, Manager
Duly Authorized

New England Transrail, LLC

.....
By: Robert W. Jones, III, Manager
Duly Authorized

Town of Wilmington

.....
By: Jeffrey Hull, Town Manager
Duly Authorized

CERTIFICATE OF SERVICE

I, hereby certify that on the 11th day of December, a copy of the foregoing "Motion to Hold in Abeyance with a Standstill Agreement" was sent by U.S. Mail to the following Parties of Record:

Steven C. Armbrust
CSX Transportation, Inc.
500 Water Street, J150
Jacksonville, FL 32202

Kathleen M. Barry
Wilmington-Woburn Collaborative
14 Powder House Circle
Wilmington, MA 02210

Daniel R. Deutsch
Principal and Managing Attorney
Brooks & DeRensis, P.C.
111 Devonshire Street, Suite 800
Boston, MA 02109

Linda Raymond
Woburn Neighborhood Association, Inc.
10 North Maple Street
Woburn, MA 01801

Curtis M. Richards
Olin Corporation
3855 North Ocoee Street, Suite 200
Cleveland, TN 37312

Martha K. Stevenson
Wilmington Environmental Restoration Committee
7 Chandler Road
Wilmington, MA 01887

Laura Swain
Commonwealth of Massachusetts Department of Environmental Protection
One Winter Street
Boston, MA 02108

William Walsh-Rogalski (Mail Code ORA 17-1)
Office of Environmental Review, U.S. EPA Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912



John D. Heffner

Dated: December 11, 2018