

STB FD-33388 (SUB 91) 7-14-00 D 199258

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Peter A. Cannito  
President

199258



## Metro-North Railroad

July 13, 2000

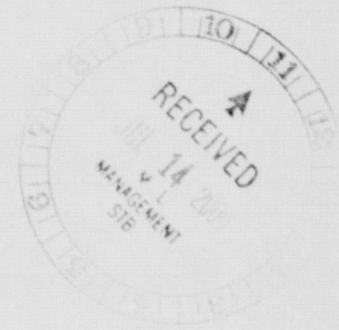
VIA OVERNIGHT MAIL

The Honorable Vernon A. Williams, Secretary  
Surface Transportation Board  
Office of the Secretary  
1925 K Street, NW  
Washington, DC 20423-0001

ENTERED  
Office of the Secretary

JUL 14 2000

Part of  
Public Record



Re: STB Finance Docket No. 33388 (Sub-No. 91)  
CSX Corporation and CSX Transportation, Inc., Norfolk Southern  
Corporation and Norfolk Southern Railway Company—Control and  
Operating Leases/Agreements—~~Conrail Inc.~~ and Consolidated Rail  
Corporation (General Oversight)

Dear Secretary Williams:

Enclosed are the original and twenty-five (25) copies of MNCR-1, the "Comments of Metro-North Commuter Railroad Company" for filing in the above referenced proceeding.

Also enclosed is a 3.5" diskette containing a WordPerfect 5.1 formatted copy of this filing.

Kindly date-stamp the enclosed additional copy of this letter of transmittal and return it to me in the self-addressed stamped envelope provided for that purpose.

Thank you for your assistance in this matter. In the event of any question, please call me at (212) 340-2027.

Respectfully yours,

Walter E. Zullig, Jr.  
Special Counsel

WEZ:aa

Encl.

cc: All Parties of Record

199258

ORIGINAL

ENTERED  
Office of the Secretary

JUL 14 2000

Part of  
Public Record

MNCR-1

BEFORE THE  
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET No. 33388 (Sub-No. 91)

CSX CORPORATION AND CSX TRANSPORTATION, INC.  
NORFOLK SOUTHERN CORPORATION AND  
NORFOLK SOUTHERN RAILWAY COMPANY  
-- CONTROL AND OPERATING LEASES/AGREEMENTS--  
CONRAIL, INC. AND CONSOLIDATED RAIL CORPORATION

(GENERAL OVERSIGHT)

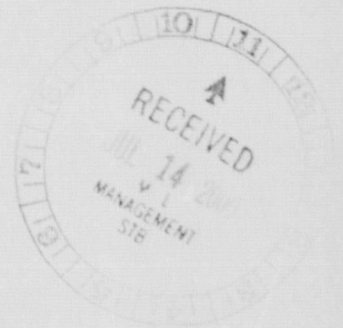
COMMENTS OF METRO-NORTH  
COMMUTER RAILROAD COMPANY

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Metro-North Commuter Railroad Company  
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New York, New York 10017  
(212) 340-2027

Attorneys for Metro-North Commuter Railroad Company

Dated: July 13, 2000





BEFORE THE  
SURFACE TRANSPORTATION BOARD

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FINANCE DOCKET No. 33388 (Sub-No. 91)

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CSX CORPORATION AND CSX TRANSPORTATION, INC.  
NORFOLK SOUTHERN CORPORATION AND  
NORFOLK SOUTHERN RAILWAY COMPANY  
-- CONTROL AND OPERATING LEASES/AGREEMENTS--  
CONRAIL, INC. AND CONSOLIDATED RAIL CORPORATION

(GENERAL OVERSIGHT)

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**COMMENTS OF METRO-NORTH  
COMMUTER RAILROAD COMPANY**

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Pursuant to Decision No. 1 in Finance Docket #33388 (Sub-No. 91) Metro-North Commuter Railroad Company ("MNCRR" or "Metro-North") hereby submits its comments regarding implementation of the Conrail Control Transaction authorized by the Board in Decision No. 89 in Finance Docket #33388, served July 23, 1998.

**INTRODUCTION**

The primary reason for Metro-North's participation in the Conrail Control case was to request imposition of a condition that Conrail and/or Norfolk Southern be required to honor the terms of a previous agreement between Conrail and Metro-North regarding conveyance of the 66.2 mile line of railroad between Suffern and Port Jervis, New York. This line presently is a portion of Norfolk Southern's Southern Tier Line. We pointed out that passenger traffic on this line has been



growing and is expected to increase substantially when the new Secaucus transfer station opens in 2002. Our submission emphasized that an investment of \$93.5 million, of which \$88.5 million is for right of way improvements such as a new signal system with buried communication lines, welded rail and additional passing sidings, is needed to bring the Port Jervis Line to a proper condition to accommodate a reasonable level of passenger service and freight operation. We questioned Norfolk Southern's willingness to make such improvements. We also pointed out that Metro-North has developed plans for an additional \$104 million of capital improvements on this line to support the long-term passenger service expansion plans through the year 2020.

In its Decision No. 89, the Board declined to grant our requested relief, but required applicants to continue discussions with regional passenger railroads regarding matters of mutual interest.<sup>1</sup>

Our comments are divided into three main parts. The first part discusses the assignment of the Trackage Rights Agreement between Conrail, on the one hand and, on the other, Metro-North, Metropolitan Transportation Authority ("MTA") and Connecticut Department of Transportation ("CDOT"). This issue has been unresolved since the "Split Date" (June 1, 1999) and is not addressed in the submissions of either NS or CSX. The second part will address a portion of the report submitted by Norfolk Southern. The third part will review and comment on portions of the report submitted by CSX.

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<sup>1</sup> See Decision No. 89, slip op. at 97.

## **I. Assignment of Conrail Trackage Rights Agreement**

### A. Background

Metro-North, its parent agency MTA and CDOT entered into a master Trackage Rights Agreement with Conrail effective as of January 1, 1983. This Agreement covered Conrail's use of portions of the Metro-North Hudson, Harlem and New Haven Lines <sup>2</sup> and the Piermont Branch<sup>3</sup> as well as Metro-North's use of Conrail's Southern Tier Line between Suffern and Port Jervis, New York. It contains the normal features of any trackage rights agreement, such as risk of liability and the trackage charges per car and locomotive unit mile. These provisions were in place for many years and governed Metro-North's operation over Conrail trackage as well as Conrail's operation over Metro-North trackage. The individual line segments covered by various sections of the Agreement are listed in appendices.

### B. June 1, 1999 Changes

Effective with the Split Date of June 1, 1999, some of the lines covered by our Conrail Trackage Rights Agreement were taken over by Norfolk Southern via an agreement with what we are told is a Conrail

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<sup>2</sup> Collectively, the Hudson, Harlem and New Haven Lines are owned or leased by MTA and the Connecticut Department of Transportation. They are maintained and operated by Metro-North. The Hudson Line extends from New York City to a point north of Poughkeepsie, NY, a distance of about 75 miles. The Harlem Line runs from New York City to Wassaic, 82 miles. The New Haven Line extends from New York City to New Haven, CT (73 miles) with branches to New Canaan, Danbury and Waterbury.

<sup>3</sup> The Piermont Branch extends from Suffern to Spring Valley, New York a distance of about 6 miles. NS uses it once or twice a week to serve 2 or 3 customers.



subsidiary, Pennsylvania Lines LLC ("PRR"), while others were taken over by CSX Transportation via an agreement with a Conrail subsidiary, New York Central Lines LLC ("NYC"). For example, CSX Transportation now operates freight trains over portions of the Metro-North Hudson, Harlem and New Haven Lines and Norfolk Southern now maintains and operates the Southern Tier Line used by Metro-North trains between Suffern and Port Jervis. Norfolk Southern now provides the freight service on the Metro-North owned Piermont Branch.

Inasmuch as it is impossible for anyone to discern the relative rights and obligations of the parties by reading the existing Conrail Trackage Rights Agreement, prior to the Split Date Metro-North proposed to Norfolk Southern and CSX that an assignment document be executed to handle this subject. We also pointed out that the Agreement is not assignable without the prior written consent of the other parties, which consent is not to be unreasonably withheld.

Both carriers appear to take the view that there is no need for execution of an assignment document, because by operation of the Board's Decision No. 89, the Conrail Trackage Rights Agreement has, in effect, been split in two. Metro-North, MTA and CDOT (the MN Parties), on the one hand, and CSXT and/or NYC are now parties to what had been the Trackage Rights Agreement between MN Parties and Conrail, but only insofar as the Agreement pertains to CSXT's operations over portions of Metro-North's



Hudson, Harlem and New Haven Lines. Metro-North's operations over a portion of Norfolk Southern's Southern Tier Line and that railroad's operations over Metro-North's Piermont Branch are apparently covered by the Agreement with respect to those Metro-North and NS operations only.

There are substantive problems with this approach. Nothing in the Board's Decision No. 89 expressly deals with this matter. Since, as will be seen, significant contractual rights of the MN Parties are affected by such a split, it cannot be that those rights are somehow abrogated by implication. There is, of course, the further issue of whether any contractual rights of the MN Parties, could validly be abrogated by order of the STB, even if done so expressly.

No assignment of the Conrail Trackage Rights Agreement can be made without the consent of the other party. While the MN Parties would not unreasonably withhold or delay their consent to an assignment to CSXT or NS, the assignee to whom rights under the Agreement were purportedly assigned has not been identified by the party seeking the assignment. It may be New York Central Lines, LLC or CSXT, in the case of the Harlem, Hudson and New Haven Line segments, or Pennsylvania Lines, LLC or NS in the case of the Southern Tier or Piermont Branch segments. No information has been provided to the MN Parties regarding the financial wherewithal of these limited liability companies. We have no means of assessing, for example, whether or not those companies would be able to satisfy

obligations assumed under the Agreement to indemnify the MN Parties in the event of a serious accident for which indemnification is required under the Agreement. If the assignment is proposed to one of the limited liability companies, the MN Parties might reasonably condition their consent to a guarantee from the operating company rather than accept the pledge of a "shell" company whose sole purpose is to hold a particular asset.

More importantly, the existing Conrail Trackage Rights Agreement is terminable by Conrail or the MN Parties upon one year's notice following expiration of the fixed term of the Agreement -- ie., December 31, 2002. Under the circumstances that existed prior to the Split Date, Conrail could not exercise its right to terminate Metro-North's use of Conrail's Southern Tier Line without simultaneously terminating its own right to use Metro-North's Harlem, Hudson and New Haven Lines. In reverse, the same situation existed with respect to an exercise of the right of termination by the MN Parties -- i.e., termination of Conrail's right to use Metro-North's lines would mean termination of Metro-North right to use Conrail's line. The respective rights of the parties at present is at best unclear. If we accept the view that the Conrail Trackage Rights Agreement has effectively been split in two, then NS can terminate Metro-North's right to use the NS's Southern Tier Line and the only impact on NS is termination of its right to use Metro-North's Piermont Branch -- a relatively insignificant "price" to pay if NS decides it no longer wishes to share its right-of-way with a passenger



rail operation. No construction of the Board's decision which places Metro-North in such a position should be countenanced.

Over a period of several months there had been telephone discussions and correspondence with attorneys representing both NS and CSXT. Each raised a number of concerns and agreed to review whatever documentation we might draft to handle the matter. We subsequently crafted a document intended to assign the rights and obligations of the parties while attempting to deal with the concerns raised by NS and CSXT. That was done and the document was transmitted to attorneys for both carriers during September 1999. Following brief discussions with the attorneys that took place during October 1999, we heard nothing on this subject from either carrier until very recently when a letter was received from Norfolk Southern.

A copy of the proposed assignment agreement is attached as "Exhibit A". Metro-North believes it is essential to close the loop and arrange for an assignment of the former Conrail Trackage Rights Agreement to CSX and Norfolk Southern so that we will have a legal relationship with both corporations presently conducting operations over portions of our railroad as well as with the carrier whose line we use between Suffern and Port Jervis. Quite frankly, we fail to understand the reluctance of both carriers to agree to what should be a relatively straight forward assignment containing no change in the substantive rights or obligations of the parties. We urge the



Board to use its good office to require execution of this document or a document of similar tenor.

## **II. Norfolk Southern Report**

### **A. Request for Conveyance of Suffern-Port Jervis Line**

In its report, Norfolk Southern advised the Board that NS and CSX had agreed to a five year extension to December 31, 2002 of the Metro-North /Conrail Trackage Rights Agreement. The report also states that Norfolk Southern has improved communications with Metro-North and is working in partnership with Metro-North to reevaluate future capacity needs on the Southern Tier.<sup>4</sup> Although the improvement in communications is a relatively recent development it is welcome and the statement is generally true. Metro-North remains concerned, however, regarding the future of the Southern Tier Line. As pointed out in the original proceeding, the principal county served by this Line is projected to be the fastest growing county in the MTA district over the next ten years. Furthermore, the county is experiencing significant demographic change by becoming more of a residential service area to the New York City job market. This trend will be accelerated by the completion of the Secaucus transfer station in 2002 which, for the first time, will provide Port Jervis Line customers commuter rail access to the midtown area of Manhattan. The overall number of

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<sup>4</sup> See First General Oversight Report of Norfolk Southern Corporation and Norfolk Southern Railway filed in Finance Docket No. 33388 (Sub-No. 91) [NS-1] at 17.

passenger trains operated weekly on this line has increased from 22 to 99 between 1984 and 1996. As of this writing the number of trains has been increased from 99 to 105 per week. By the year 2020 total annual ridership on this line is projected to grow to 2.1 million, equating to a 173% increase from 1996 levels. Moreover, Metro-North plans to increase the number of trains operated from 105 per week to 203 per week, an increase of 93% from the current level.

At our most recent meeting on this subject, the Norfolk Southern representative indicated that his company has not yet resolved the question of traffic volume to be operated via the Southern Tier Line and stated that NS will not consider a sale of the line until that question has been resolved to its satisfaction. Unfortunately, several years may pass before NS is able to make a corporate decision regarding the future of this line. Meanwhile, however, Metro-North is faced with ever increasing ridership and population growth in the territory as well as the opening of the Secaucus Transfer station during 2002. Although Metro-North is acquiring locomotives and coaches to handle the projected ridership, we are hampered by the inability to make other capital improvements to accommodate the additional trains and passengers on this 66-mile line of railroad. Thus, while Norfolk Southern ponders this question Metro-North is faced with very real problems arising out of the possible inadequacy of facilities to accommodate the needs of the travelling public commencing in 2002. As the Board knows, railroad



facilities such as signal systems, passing sidings and additional tracks require a long lead time to plan, design and construct. Thus, while we certainly understand and respect Norfolk Southern's position, we do not believe NS has seriously considered the passenger service-related problems. The large capital investment program described in our testimony and summarized herein would benefit both Metro-North and Norfolk Southern and would take into account the future growth of Norfolk Southern's freight service in this territory.

### **III. CSX Report**

#### **A. Background**

CSXT operates freight service over most of Metro-North's Hudson and New Haven Lines as well as a 24-mile segment of the Harlem Line. Thus, the usual role of freight railroad as owner/operator and passenger railroad as tenant is reversed with regard to CSXT's operations in this territory and the freight service has had little impact on passenger operations.

#### **B. Operating Problems**

In its report, CSX correctly states that there have been some operating problems caused by CSXT's locomotives and freight cars that were not in compliance with Metro-North's clearance requirements, primarily relating to the electric third rail used on much of the Hudson and Harlem Lines.<sup>5</sup>

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<sup>5</sup> See First Submission by applicants CSX Corporation and CSX Transportation Inc. filed in Finance Docket No. 33388 (Sub-No. 91)[CSX-1] at 61.



Although the primary impact of these problems has been to delay CSXT's freight trains, there has been some damage to Metro-North property and there have been some minor passenger train delays. Metro-North is aware of the efforts being made by CSXT to bring its equipment into compliance with the clearance envelope and is working with CSXT to eliminate the problems.

#### C. Freight Traffic Increases

The CSX Report <sup>6</sup> indicates that freight traffic to and from east of the Hudson points in and adjacent to New York City has experienced considerable growth during the first quarter of 2000. From the standpoint of transportation policy and environmental considerations, this is highly desirable. Metro-North stands ready to work with CSXT, Canadian Pacific and the New York State Department of Transportation to implement reasonable measures for the enhancement of freight traffic on its railroad lines.

#### **IV. Conclusion**

Metro-North urges the Board to use its good office to implement an appropriate assignment of the Conrail Trackage Rights Agreement as outlined in Section 1 of this document. We also urge Norfolk Southern and the Board to re-evaluate the need for conveyance of the Suffern-Port Jervis Line to

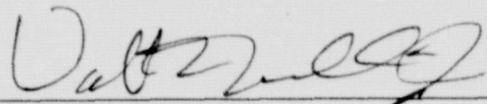
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<sup>6</sup> *Ibid.* at 103-104

Metro-North. Finally, we look forward to continuing to work with all the freight carriers using Metro-North facilities regarding matters of mutual interest and concern.

Respectfully submitted,

Richard K. Bernard, Esq.  
General Counsel  
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347 Madison Avenue, 19<sup>th</sup> Floor  
New York, New York 10017  
(212)340-4933



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(212)340-2027

Counsel for Metro-North Commuter  
Railroad Company

Dated: July 13, 2000

## AGREEMENT

THIS AGREEMENT, dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 1999, among METRO-NORTH COMMUTER RAILROAD COMPANY ("Metro-North"), a public benefit corporation of the state of New York and a wholly owned subsidiary of Metropolitan Transportation Authority ("MTA"), having its principal office at 347 Madison Avenue, New York, NY 10017, MTA, a public benefit corporation of the State of New York, having its principal office at 347 Madison Avenue, New York, N. Y. 10017, CONNECTICUT DEPARTMENT OF TRANSPORTATION, ("CDOT"), having its principal office at 2800 Berlin Turnpike, Newington, CT 06131-7546, CONSOLIDATED RAIL CORPORATION ("Conrail"), a Pennsylvania corporation having its principal office at 2001 Market Street, Philadelphia, PA 19101, CSX TRANSPORTATION, INC. ("CSXT"), a wholly owned subsidiary of CSX Corporation, having its principal office at 500 Water Street, Jacksonville, FL 32202, NEW YORK CENTRAL LINES LLC, a wholly owned subsidiary of Conrail, having its principal office at \_\_\_\_\_, NORFOLK SOUTHERN RAILWAY COMPANY ("NSR"), a wholly owned subsidiary of Norfolk Southern Corporation, having its principal office at 3 Commercial Place, Norfolk, VA 23510



and PENNSYLVANIA LINES LLC, a wholly owned subsidiary of Conrail, having its principal office at \_\_\_\_\_.

W I T N E S S E T H:

WHEREAS, in Finance Docket No. 33388, the Surface Transportation Board approved, with certain conditions, (1) the acquisition of control of Conrail by CSX Corporation, parent of CSXT, and Norfolk Southern Corporation, parent of NSR, and (2) the division of assets of Conrail by and between CSXT and NSR; and

WHEREAS, the Transaction Agreement among CSX, NSR and Conrail provides that certain of Conrail's lines, and other lines over which Conrail has operating rights, will be allocated to New York Central Lines, LLC and will be operated by CSXT under the terms of an operating agreement between New York Central Lines, LLC as owner and CSXT as operator (New York Central Lines, LLC and CSXT being hereinafter collectively referred to as the "CSXT Parties"); and

WHEREAS, the said Transaction Agreement further provides that certain of Conrail's lines, and other lines over which Conrail has operating rights, will be allocated to Pennsylvania Lines, LLC, and will be operated by NSR under the terms of an operating agreement between Pennsylvania Lines, LLC, as owner and NSR as operator (Pennsylvania Lines, LLC and NSR being hereinafter collectively referred to as the "NSR Parties"); and

WHEREAS, effective January 1, 1983, Metro-North, MTA, CDOT and Conrail, entered into an agreement (hereinafter the "Trackage Rights Agreement") providing, inter alia, for Conrail trackage rights over certain Metro-North and CDOT lines and for Metro-North trackage rights over certain Conrail lines; and

WHEREAS, certain of the railroad properties and facilities over which operations are governed by the Trackage Rights Agreement (as identified in Exhibit 1 hereto) have been allocated to the CSXT Parties and other of said properties and facilities (as identified in Exhibit 2 hereto) have been allocated to the NSR Parties as a result of orders of the Surface Transportation Board in said Finance Docket #33388; and

WHEREAS, Conrail, the CSXT Parties and NSR Parties desire to enter into a formal assignment of Conrail's rights and obligations under the Trackage Rights Agreement from Conrail to the CSXT Parties and to the NSR Parties; and

WHEREAS, MTA, Metro-North and CDOT (hereinafter collectively referred to as the "State Parties") are willing to consent to such assignment upon the terms and conditions provided herein.

NOW, THEREFORE, the parties intending to be legally bound do hereby agree as follows:

1. The rights and obligations of Conrail under the Trackage Rights Agreement, dated effective January 1, 1983, among Conrail,



Metro-North, MTA and CDOT be and they hereby are assigned to and assumed by (i) the CSXT Parties, insofar as such rights and obligations relate to the property and facilities listed in Exhibit 1 to this agreement; and (ii) the NSR Parties insofar as they relate to the property and facilities listed in Exhibit 2 hereto.

2. The State Parties hereby consent to the assignment set forth in paragraph 1 above and henceforth the Trackage Rights Agreement shall be deemed to be among the State Parties, the CSXT Parties and the NSR Parties.

3. a) The State Parties shall jointly look solely to the CSXT Parties for performance of any obligation or satisfaction of any covenant under the Trackage Rights Agreement relating to or arising out of operations upon the properties and facilities listed in Exhibit 1 hereto and shall jointly look solely to the NSR Parties for performance of any obligation or satisfaction of any covenant under the Trackage Rights Agreement relating to or arising out of operations upon the properties and facilities listed in Exhibit 2 hereto.

b) An Event of Default by the CSXT Parties, or either one of them, which is not timely cured or satisfied following a Declaration of Default pursuant to the provisions of Section 8.04(a) and (b) of the Trackage Rights Agreement, shall give the State Parties, acting jointly,



the right to terminate the Trackage Rights Agreement, but only insofar as it relates to the properties and facilities listed in Exhibit 1 hereto. Following any such termination, the said agreement shall continue in full force and effect with respect to the NSR Parties and the Exhibit 2 properties and facilities.

c) An Event of Default by the NSR Parties, or either of them, which is not timely cured or satisfied following a Declaration of Default pursuant to the aforesaid provisions of Sections 8.04(a) and (b) shall give the State Parties, acting jointly, the right to terminate the Trackage Rights Agreement, but only insofar as it relates to the properties and facilities listed in Exhibit 2 hereto. Following any such termination, the said agreement shall continue in full force and effect with respect to the CSXT Parties and the Exhibit 1 properties and facilities.

d) The right to terminate the Trackage Rights Agreement as provided in Section 8.01 of that agreement following expiration of the initial term thereof, as such term has been extended by agreement dated December 29, 1997 and as it may be further extended from year to year as provided in the said Section 8.01, may be exercised only jointly by both the CSXT Parties and the NSR Parties acting as a single party or by the State Parties acting jointly as a single party. In the event of termination of the Trackage Rights Agreement as

provided in subparagraph (b) or (c) above, such right to terminate as provided in the said Section 8.01 may be exercised by the surviving NSR Parties or the surviving CSXT Parties (as the case may be).

4. Except as herein expressly modified, all of the provisions of the Trackage Rights Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above written.

WITNESS:

CSX TRANSPORTATION, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

NEW YORK CENTRAL LINES, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

NORFOLK SOUTHERN RAILWAY  
COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

PENNSYLVANIA LINES, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

CONSOLIDATED RAIL  
CORPORATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

METRO-NORTH COMMUTER  
RAILROAD COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

METROPOLITAN TRANSPORTATION  
AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

CONNECTICUT DEPARTMENT OF  
TRANSPORTATION, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



EXHIBIT 1

PROPERTIES AND FACILITIES  
ALLOCATED TO CSX PARTIES

<u>LINE</u>	<u>MILE POST</u>
NEW HAVEN LINE (L.C. 9108)	11.9 - 72.8 (Division Post)
NEW CANAAN BRANCH (L.C. 9118)	0.0 - 7.9 (E.O.T.)
HUDSON LINE (L.C. 9100)	5.4 - 75.8 (Division Post)
HARLEM LINE (L.C. 9131)	5.4 - 22.0

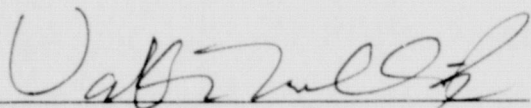
EXHIBIT 2

PROPERTIES AND FACILITIES  
ALLOCATED TO NSR PARTIES

<u>LINE</u>	<u>MILE POST</u>
SOUTHERN TIER LINE (L.C. 6102/6103) Suffern - Port Jervis	31.3 - 89.9
SUFFERN INDUSTRIAL TRACK (a/k/a Piermont Branch)	0.0 - 3.33 6.2 - 6.5

## CERTIFICATE OF SERVICE

The undersigned Counsel for Metro-North Commuter Railroad Company hereby certifies that on this 13<sup>th</sup> day of July, 2000, a copy of the foregoing "Comments of Metro-North Commuter Railroad Company" was served on all parties of record in Sub-No. 91 by first class mail, postage prepaid.



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Metro-North Commuter Railroad Company  
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New York, New York 10017

Counsel for Metro-North Commuter Railroad Company

[H:\Legal\Zullig\STB Comments- June2000.doc]



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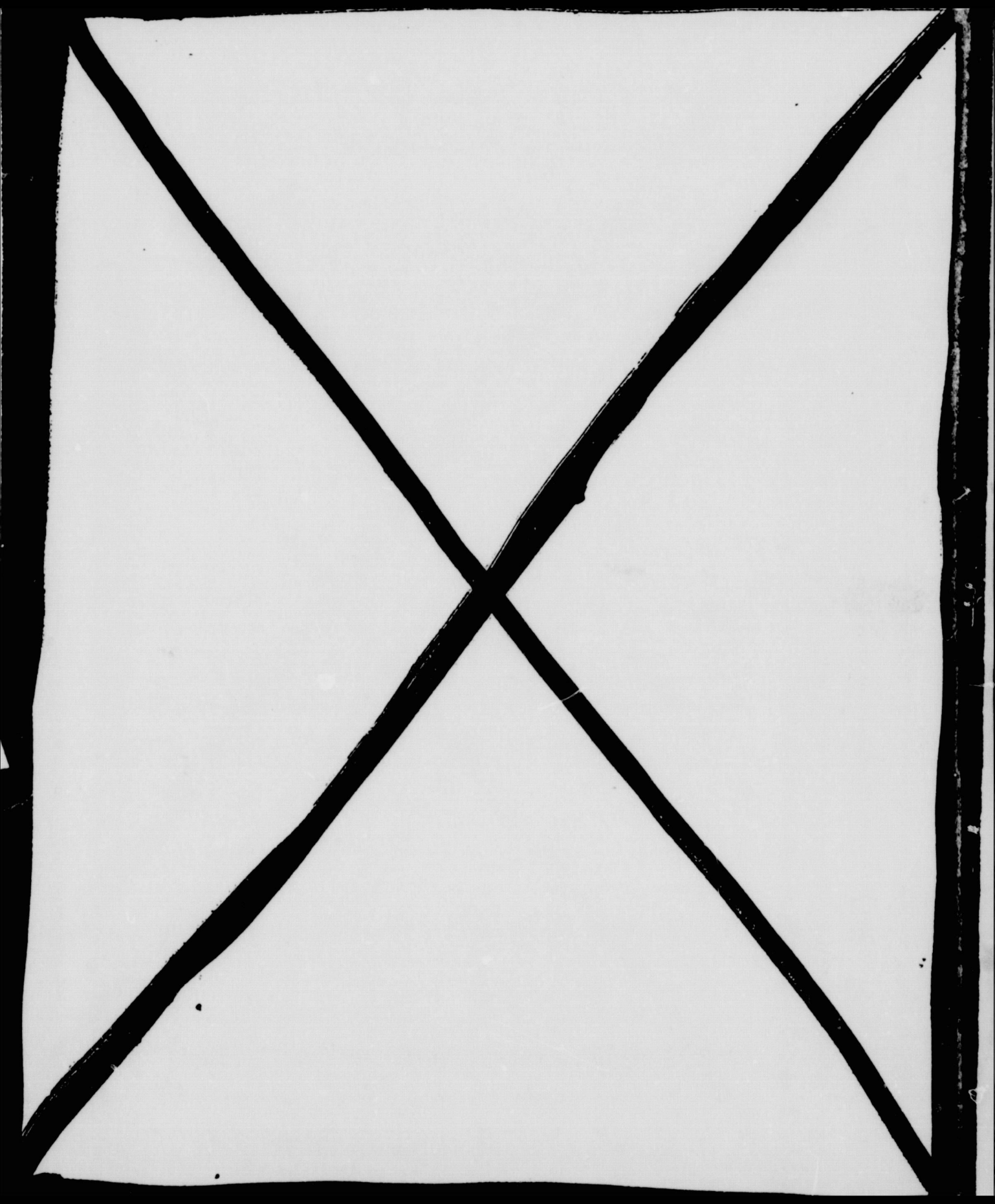
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Transportation Trades Department, AFL-CIO  
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FD-33388 (SUB 91)

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Office of the Secretary

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Part of  
Public Record

BEFORE THE  
**SURFACE TRANSPORTATION BOARD**  
STB FINANCE DOCKET NO. 33388 (Sub-No. 91)

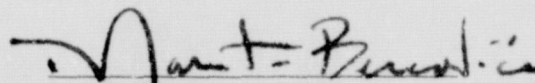
**CSX CORPORATION AND CSX TRANSPORTATION, INC.,  
NORFOLK SOUTHERN CORPORATION AND  
NORFOLK SOUTHERN RAILWAY COMPANY  
-CONTROL AND OPERATING LEASES/AGREEMENTS-  
CONRAIL INC. AND CONSOLIDATED RAIL CORPORATION**

(General Oversight)

**NOTICE OF INTENT TO PARTICIPATE**

Responsive to Decision No. 1 in this proceeding,<sup>1</sup> ISG Resources, Inc. intends to actively participate in this proceeding.<sup>2</sup>

Respectfully submitted,



Martin W. Bercovici  
Keller and Heckman LLP  
1001 G Street, N.W., Suite 500 West  
Washington, DC 20001  
(202) 434-4144

Dated July 11, 2000

Attorney for ISG Resources, Inc.

<sup>1</sup> Decision No. 1 served February 9, 2000

<sup>2</sup> Although NS and CSXT have already made their initial filings in this proceeding on June 1, 2000, the Board's order establishing the proceeding did not set any deadline for filing notices of intent to participate. Comments are not due until July 14, 2000, and acceptance of this filing will not delay the proceeding.

**CERTIFICATE OF SERVICE**

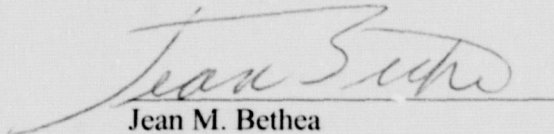
I hereby certify that on this date a copy of the foregoing Notice of Intent to Participate of  
ISR Resources, Inc., was served by first class mail on the following persons specified in

Decision No. 1:

Dennis G. Lyons, Esq.  
Arnold & Porter  
555 12<sup>th</sup> Street, N.W.  
Washington, DC 20004-1202

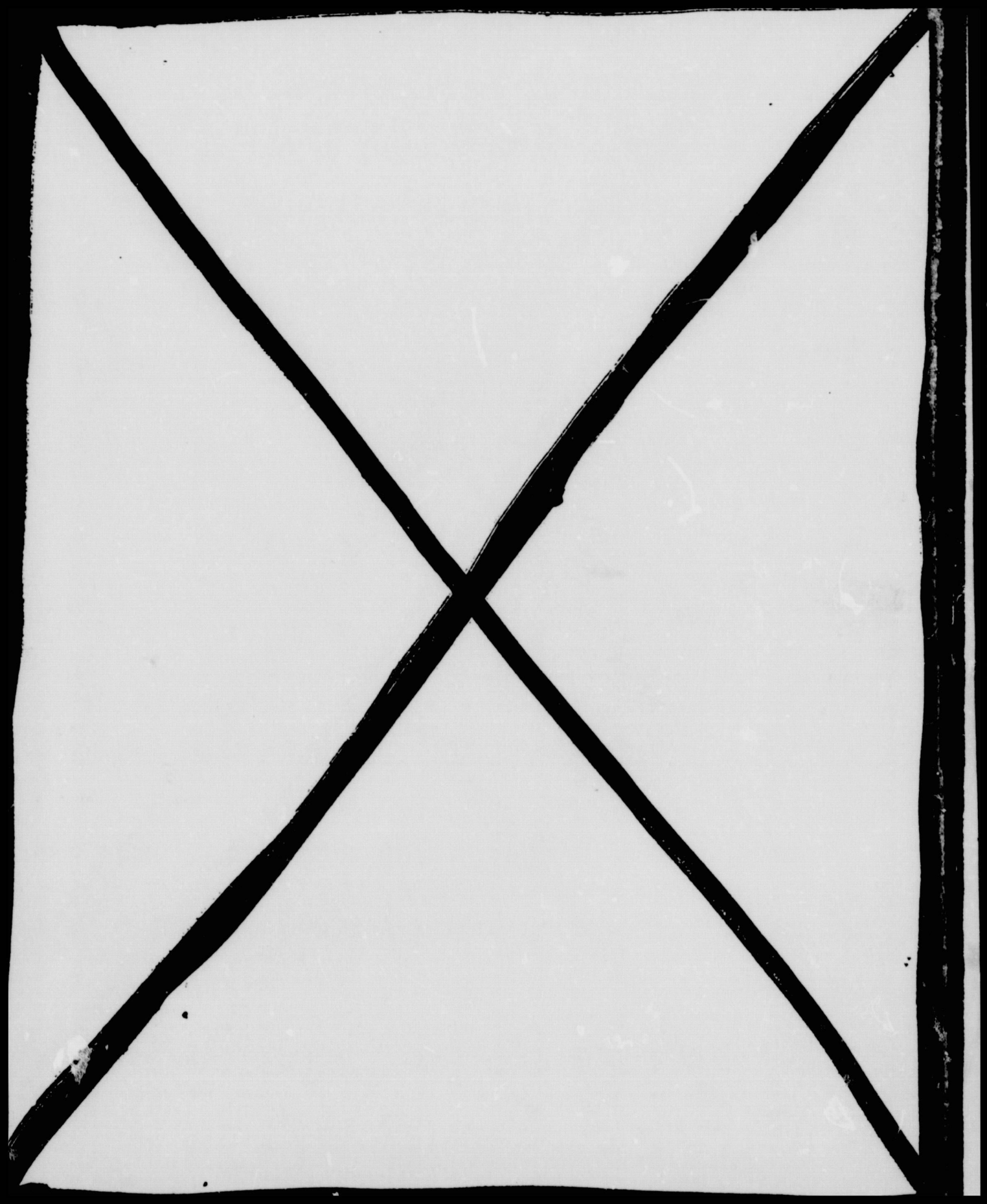
Richard A. Allen, Esq.  
Zucker, Scoutt & Rasenberger, LLP  
888 17<sup>th</sup> Street, N.W.  
Washington, DC 20006-3939

Date: July 11, 2000



Jean M. Bethea





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February 29, 2000

Mr. Vernon A. Williams, Secretary  
Surface Transportation Board  
1925 K Street, N.W.  
Washington, DC 20423-0001

ENTERED  
Office of the Secretary

MAR 14 2000

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Re: STB Finance Docket No: 33388 (Sub-No. 91)  
CSX Corporation and CSX Transportation, Inc., Norfolk Southern  
Corporation and Norfolk Southern Railway Company - Control and  
Operating Leases/Agreements - Conrail Inc. and Consolidated  
Rail Corporation (General Oversight)

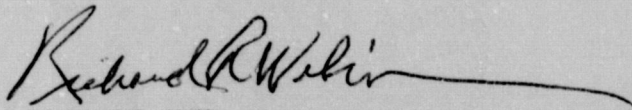
Dear Mr. Williams:

Pursuant to the February 9, 2000 Order in the above captioned proceeding, please enter the appearance of the undersigned on behalf of North Shore Railroad Company, Nittany & Bald Eagle Railroad Company, Lycoming Valley Railroad Company, Juniata Valley Railroad Company, Shamokin Valley Railroad Company, Stourbridge Railroad Company, Wellesboro & Corning Railroad Company and Union County Industrial Railroad Company.

Please date stamp and return the additional copy of this letter in the enclosed self addressed, stamped envelope provided for that purpose.

Very truly yours,

RICHARD R. WILSON, P.C.

  
Richard R. Wilson

RRW/klh

xc: Dennis G. Lyons, Esq.  
Richard A. Allen, Esq.  
Richard D. Robey



