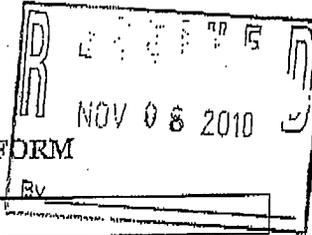


VILLAGE OF PLAINFIELD
FREEDOM OF INFORMATION REQUEST FORM



To Be Completed By Requestor

Name: Steve Matrisch
Address: 527 East Capitol Avenue, Springfield, IL 62701
Telephone Number: (217) 782-6447 Fax (217) 782-9244

I, the undersigned, do hereby request to examine and/or copy (check appropriate blank) those records maintained by the Village of Plainfield, which pertain to: (Please specify department and records sought.)

Copies of any and all voluntary mitigation agreements entered into between the Village of Plainfield and the Canadian National Railway ("CN") or Elgin, Joliet and Eastern Railway Company ("EJ & E") relating to the acquisition of the EJ & E by CN and increased train volumes affecting the Village of Plainfield.

Is this request for commercial use? Yes No

I have read and understand the fees set forth in the Schedule of Duplication of Public Records. Copies may be mailed to me via certified mail at the current rate of the United States Postal Service. I also understand that all fees must be prepaid.

I do do not want the copies mailed to me at the above-listed address.

smatrisch Signature Date 11/4/10

The Village of Plainfield will respond to your FOIA request within five (5) working days after the date of receipt unless one or more reasons for an extension of time as provided for in Section 3(d) of the FOIA are invoked by the Village. If the request is for commercial use, the Village may take up to twenty (21) working days to respond.

To Be Completed by Office

Date Request Received _____
Date Request Due _____
Cost: Copies: _____
Certification: _____
Certified Mail: _____
Total Cost: _____

Date Records either Personally Given _____ Mailed _____ Faxed

Denies/Reason Why _____

Deferred/Reason Why _____

Antoine Dubois Employee Signature Date 11/8/10

Handwritten:
~~mailed~~
faxed
11/8/10

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** ("Memorandum") is made and entered into this xxth day of November, 2009, by and between the **Village of Plainfield**, an Illinois municipal corporation ("Plainfield") and **Grand Trunk Corporation**, a wholly owned U.S. subsidiary and owner of the U.S. rail operating subsidiaries of Canadian National Railway Company (collectively, "GTC"), and co-applicant in the filing before the Surface Transportation Board ("STB") in STB Finance Docket No. 35087. This Memorandum sets out certain commitments GTC is prepared to make to address the following issues resolved by the parties related to existing train traffic and changes in train traffic anticipated as a result of the CN/EJ&EW transaction ("Transaction"),¹ authorized by the STB on December 24, 2008 in STB Finance Docket No. 35087, and the corresponding agreement by Plainfield that these commitments by GTC resolve any outstanding concerns Plainfield has related to the Transaction. The specific terms of this Memorandum between GTC and Plainfield are summarized below, and will be effective upon the execution of this Memorandum by duly authorized representatives of Plainfield and GTC.

A.

I Quiet Zones

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

II Operations Mitigation

GTC will install and maintain an electric, remote operated switch for the connection to the Illinois River Line branch. The objective is to reduce and minimize train blockage of Plainfield streets now occurring as trains shift from the EJ&E main tracks to the branch to accommodate local customer service.

GTC will install and maintain a curve lubricator on the tracks near 127th street to reduce noise from train wheels.

¹ In the CN/EJ&EW transaction, effective 11:59 PM on January 31, 2009 ("Control Date"), EJ&EW, a wholly owned subsidiary of GTC, acquired control of the principal lines of the Elgin, Joliet & Eastern Railway Company (EJ&E), which prior to the Control Date was a wholly owned subsidiary of Transtar, Inc., which in turn is a wholly owned subsidiary of United States Steel Corporation. After the Control Date, EJ&EW adopted the EJ&E name.

GTC will provide \$60,000 to Plainfield for their installation of safety fencing at selected locations adjacent to the E&E, on municipal property and in the vicinity of parks, schools, or sensitive pedestrian traffic locations.

III Emergency Response and Training

GTC will provide training at no cost to Plainfield for Plainfield's emergency responders. All training will be completed within a 3-year span. Training will be limited to qualified candidates submitted by Plainfield. This does not preclude additional training in subsequent years for new employees and as refresher.

IV Communications

GTC will fund at its sole expense the establishment of a specific emergency protocol and dispatching view capability on behalf of Plainfield. GTC shall bear the cost of the hardware, software and communication equipment in order to provide specific emergency protocol and dispatching view capabilities at the WesCom dispatch facility.

V Property

- (A) GTC will convey to Plainfield a certain 3+ acre parcel of property adjacent to the connection of the Illinois River line branch (See attached). Plainfield may use this property for a future passenger station or expansion of commercial/industrial development. GTC will quitclaim the parcel no later than 6 months from the date of execution of this agreement for no additional consideration.
- (B) GTC will convey to Plainfield appropriate easements to allow for the construction of an elevated roadway overpass at 143rd street. GTC shall retain the right to review and approve the design and property requirements prior to any conveyance.

VI Economic Development

- (A) GTC will assist Plainfield in developing an inventory of available industrial sites for development and will market these sites to potential rail customers.

VII Road closure and funding for engineering.

(A) GTC has requested that Plainfield consider the permanent closure of at least one of the downtown grade crossings to improve safety (Center Street or Eastern Avenue). Should Plainfield determine to proceed in that manner and once such action, subject to any necessary Illinois Commerce Commission authorization, has been approved, GTC will contribute \$250,000 to Plainfield toward roadway modifications necessary to complete the closure. Any excess funds can be used by Plainfield for safety improvements at other grade crossings of the E&E within the limits of Plainfield.

- (B) Upon completion of a closure of one of the crossings described in Section VII (A), GTC will provide an additional \$250,000 to Plainfield to be used for the engineering of any grade separation or road closure project at a Plainfield road crossing of the EJ&E.

B.

CONDITIONS FOR GTC'S OBLIGATIONS UNDER THIS MEMORANDUM OF AGREEMENT

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

- A. Upon execution of this Memorandum, GTC will fulfill its commitments contained in this agreement within a three-year period after the effective date of this Memorandum, unless otherwise specified herein. Plainfield will accept funds committed for mitigation and complete installation of improvements or distribution of said funds within the same three-year period.
- B. Plainfield agrees that it shall not make further submissions in the STB proceeding or in appellate proceedings without GTC's prior review and approval except in support of this agreement and/or the STB's decision approving the Transaction. Plainfield also agrees to withdraw from membership in the TRAC coalition and publicly acknowledge this action within 20 days of execution of this Memorandum.

II. Confidentiality

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

III. Sole Remedy

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

Agreed To:

GTC

By:

Eric T. Jankowski

GTC

Director

Title

Date: 12/9/09

Agreed To:

Village of Plainfield

By:

Robert Bell

Mayor

Date:

12/8/09

