

COPY

~~STATE OF ILLINOIS~~

~~ILLINOIS COMMERCE COMMISSION~~

~~SHIPPED~~ AGREEMENT

RECEIVED
DEC 6 2001

Illinois Commerce Commission
RAIL SAFETY SECTION

This Agreement made and entered into on or as of the 10th day of September, 2001, by and between the Norfolk Southern Railway Company ("Norfolk"), the Indiana Harbor Belt Railroad ("IHBR"), Arrow Terminals ("Arrow") and the City of Chicago ("City").

WITNESSETH:

WHEREAS, it has come to the attention of the Commission by the City's Petition that an inquiry should be made into the matter of the establishment of a new grade crossing at the intersection of 126th Place and the tracks of Norfolk; the reconstruction of an existing grade crossing at the intersection of 126th Place and the track of Arrow; and the removal of an existing viaduct structure carrying a rail line no longer in use by the IHBR over 126th Place; and

WHEREAS, proper investigation has been made of the circumstances surrounding the aforesaid crossings and viaduct by representatives of the City, Norfolk, Arrow and IHBR; and

WHEREAS, the physical aspects, including geometries of the intersections, train movements, vehicular traffic volume, and all other pertinent data relating to the structures have been obtained; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvements upon a determination of the Commission by order, as applicable.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained, the parties pray that the Illinois Commerce Commission enter an order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law, as applicable, requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be paid by the City. To Wit, the parties agree as follows:

Section 1. All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations, orders and procedures in general.

Section 2. The parties agree that the following improvements are proper and in the interest of the public safety:

(A) the construction of a new at-grade crossing at 126th Place and Norfolk's Calumet River

DOCKETED

Industrial Track Mile Post 3.6, at a location approximately 3400 feet east of Torrence Avenue and 2800 feet north of 130th Street within the city of Chicago, as shown on plans designated as Group Exhibit A, which is attached hereto and made a part hereof.

(B) the reconstruction of an at-grade crossing of the single track of Arrow, at a point approximately 1375 feet east of Torrence Avenue and 2700 feet north of 130th Street, where 126th Place crosses an existing rail spur that extends into Arrow's private property at extended Muskegon Avenue within the city of Chicago, as shown on the plans in Group Exhibit A.

(C) the removal of an existing viaduct structure carrying a rail line no longer in use over 126th Place, at a location approximately 655 feet east of Torrence Avenue, at Bridge Number 522-162 of the Cal-Western Industrial Line of the IHBR, as shown on the plans in Group Exhibit A.

Section 3. A preliminary estimate of the cost to accomplish the proposed improvements has been made as follows:

(A) With respect to the new at-grade crossing on the Norfolk's River Line, the cost estimate of the construction of the crossing surface with platform concrete material is \$38,500.00 and the cost estimate for the grade crossing warning devices is \$199,800.00 for a total cost estimate of \$238,300.00.

(B) With respect to the reconstructed at-grade crossing on the Arrow track, the cost estimate of the construction of the crossing surface with platform concrete material is \$38,500.00 and the cost estimate for the cross bucks is \$2,000.00 for a total cost estimate of \$40,500.00.

(C) With respect to the demolition and removal of the existing viaduct structure carrying a rail line no longer in use on the Cal-Western Industrial Line of the IHBR, the cost estimate is \$40,000.00.

Section 4. Upon issuance of a Commission order, according to the requirements contained therein, Norfolk and Arrow shall proceed toward the completion of the work proposed herein with respect to the respective crossings, and the City shall proceed toward the completion of the work proposed herein with respect to the demolition and removal of the viaduct structure. Norfolk, Arrow, and the City shall accomplish the work with its own forces or appropriate contracted services, and each shall submit plans within ninety (90) days, with the submission of progress reports at six (6) month intervals. The proposed improvements shall be completed twelve (12) months from the date of the Commission's order.

Norfolk shall file all necessary regulatory filings within ninety (90) days with the appropriate state and/or federal agencies including but not limited to Form 1, 2, or 3, as appropriate, to the Illinois Commerce Commission relating to the creation of the new at-grade crossing. Arrow, as the owner and/or operator of the track (reconstructed crossing) and/or IHBR, as the registered rail carrier that operates on the track (reconstructed at-grade crossing), shall file all necessary regulatory filings within ninety (90) days with the appropriate state and/or federal agencies including but not limited to Form 1, 2 or 3, as appropriate, to the Illinois Commerce Commission relating to the reconstructed

at-grade crossing. IHBR shall file within ninety (90) days a copy of its employee bulletin concerning stop flag operations of all train movements over the track owned and/ or controlled by Arrow.

Section 5. The parties agree that the construction costs and the demolition and removal costs for the proposed improvements shall be borne 100% by the City. Norfolk and Arrow shall be responsible for all future maintenance and compliance with any applicable state and federal regulatory requirements regarding their respective grade crossings.

At any time following installation of the new at-grade crossing, should the prefabricated crossing surface with platform concrete material fail, wear out or become unusable for any reason in Norfolk's sole discretion, the City shall furnish at its expense replacement crossing surface with platform concrete materials ("replacement materials"). If after reasonable notice, the City fails to provide the replacement materials, Norfolk reserves the right to substitute and install its standard timber and asphalt surface at its own expense.

Section 6. The City is financially able and willing to bear the cost of construction for the proposed improvements and indicates its intent by ordinance attached as Exhibit B, which is attached hereto and made a part hereof.

Section 7. Special Provisions

(A) Because some of the improvements will be performed by the City and/or its contractor, contractor insurance and railroad liability insurance shall be obtained as specified by the Illinois Department of Transportation.

(B) Within thirty (30) days of the date of the Illinois Commerce Commission's order subsequent to this Agreement, Norfolk, IHBR and Arrow shall submit to the Director of Processing, Transportation Division of the Commission, the name, title, mailing address, phone and facsimile numbers of the project managers.

(C) Norfolk conditions its execution of this Agreement on the City's promise to complete Phase 2 of the Chicago Manufacturing Campus which consists, in part, of grade separation of two existing Norfolk grade crossings (3 tracks) at 130th Street and Torrence Avenue.

Section 8. This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Illinois Commerce Commission shall enter an appropriate order within sixty (60) days, accepting or rejecting each stipulation according to the provisions contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated herein.

~~Executed by the Commission this _____ day of _____, 2001.~~

~~By~~ _____

~~Attest:~~

~~Illinois Commerce Commission Stipulated Agreement No. _____~~ concerning the establishment of a new grade crossing at the intersection of 126th Place with the tracks of the Norfolk Southern Railway Company; the reconstruction of an existing grade crossing at the intersection of 126th Place with the track of Arrow Terminals; and the removal of an existing viaduct structure carrying a rail line no longer in use by the Indiana Harbor Belt Railroad over 126th Place, all in the City of Chicago, Cook County, Illinois.

Executed by the City of Chicago this 10th day of September, 2001.

CITY OF CHICAGO

By: Bruce H. Washington

Attest:

John S. ...

~~Illinois Commerce Commission Stipulated Agreement No. _____~~ concerning the establishment of a new grade crossing at the intersection of 126th Place with the tracks of the Norfolk Southern Railway Company; the reconstruction of an existing grade crossing at the intersection of 126th Place with the track of Arrow Terminals; and the removal of an existing viaduct structure carrying a rail line no longer in use by the Indiana Harbor Belt Railroad over 126th Place, all in the City of Chicago, Cook County, Illinois.

Executed by Arrow Terminals this 14 day of August, 2001.

ARROW TERMINALS

By: Joseph J. Hentel Jr.

Attest:

Barbara J. Hentel

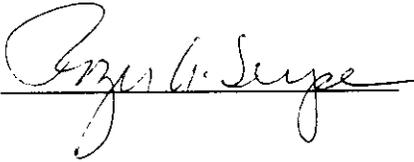
~~Illinois Commerce Commission Stipulated~~ Agreement ~~to~~ concerning the establishment of a new grade crossing at the intersection of 126th Place with the tracks of the Norfolk Southern Railway Company; the reconstruction of an existing grade crossing at the intersection of 126th Place with the track of Arrow Terminals; and the removal of an existing viaduct structure carrying a rail line no longer in use by the Indiana Harbor Belt Railroad over 126th Place, all in the City of Chicago, Cook County, Illinois.

Executed by Indiana Harbor Belt Railroad this 31st day of JULY, 2001.

INDIANA HARBOR BELT RAILROAD

By: 

WITNESS
Attest:



WHEREAS, The State of Illinois, acting through its Department of Transportation (the "State"), and the City of Chicago (the "City"), acting through the Department of Transportation of the City ("C.D.O.T."), desire to implement a 2000 Road Program (the "Program") in the City; and

WHEREAS, The purpose of the Program is to provide for various improvements (the "Projects") which promote the safe and efficient movement of vehicular and pedestrian traffic within the City; and

WHEREAS, The City wishes to avail itself of federal funds authorized by the Transportation Equity Act for the 21st century and other federal legislation; and

WHEREAS, From time to time the City may provide funding for the Projects through the proceeds of its general obligation bonds or through other City sources; and

WHEREAS, From time to time the State may provide funds from State sources for the Projects; and

WHEREAS, From time to time the County of Cook (the "County") may provide funding for the Projects; and

WHEREAS, From time to time the City may receive funds for the Projects from other units of local government ("Local Government"); and

WHEREAS, The activities funded with federal, State, City, County or Local Government funds (the "Project Funds") include but are not limited to the acquisition of right-of-way, preliminary engineering, contract construction, force account construction and/or construction engineering/supervision of highway and highway-related projects; and

WHEREAS, The State administers and distributes certain of the federal and State funds; and

WHEREAS, To monitor effectively the expenditure of the Project Funds and to set forth the obligations of the City and the State, County or Local Government, the City will enter into project funding agreements or amendments thereto ("Individual Project Agreements") with the State, County or Local Government, as appropriate, for each new project and will amend various project funding agreements which have been executed prior to this ordinance and which require additional funding; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. The Mayor of the City or the Commissioner of C.D.O.T. (the "Commissioner") is hereby authorized to execute, subject to the review of the Corporation Counsel and subject to the approval of the Budget Director, Individual Project Agreements or amendments thereto with the State, County or Local Government with respect to the Projects listed in the attached Exhibit A and Exhibit B, including Projects for which agreements have been executed prior to this ordinance and which require additional funding.

SECTION 3. The City Council hereby appropriates and authorizes for Projects the expenditure of the federal, State, County and/or Local Government funds in such amounts as may actually be received but not to exceed Three Hundred Eighty-five Million Dollars (\$385,000,000).

SECTION 4. The City Comptroller is hereby directed to disburse the Project Funds as required to carry out the Individual Project Agreements.

SECTION 5. The Commissioner is authorized to execute such additional documents, information, assurances and certifications in connection with the Individual Project Agreements as may be necessary or required by the State, County or Local Government, including provisions for indemnification and transfers of highway jurisdiction and maintenance between the City and other highway authorities. The Commissioner is further authorized to execute revisions relative to budgetary items within Individual Project Agreements, upon approval of the State, County or Local Government as long as such revisions are within the budgetary constraints as provided therein or by the City Council.

SECTION 6. Subject to the review of the Corporation Counsel, the Commissioner is authorized to execute agreements, including pass-through agreements and other agreements with another Local Government, for the reimbursement by the City of force account work with respect to the Projects described herein; ~~provided that said reimbursement costs in each such agreement do not exceed the force account budget line items contained in the Individual Project Agreement which relates to the affected Project.~~

SECTION 7. The Commissioner is hereby authorized to execute on behalf of the City, subject to the approval of the Corporation Counsel, any lease, easement or other document with private entities or Local Government for the temporary use of real estate adjacent to or adjoining the site of any Project authorized herein, for the purposes of staging, access or similar purposes, subject to terms and conditions, including indemnification, and to the extent reasonably necessary or appropriate, to implement or complete such Project.

SECTION 8. No later than the tenth (10th) day after the completion of each calendar quarter, the Commissioner shall file with the Committee on Finance and the Committee on the Budget and Government Operations, a compilation of all Individual Project Agreements entered into or amended by the City in the preceding quarter.

SECTION 9. The City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provisions shall not affect any of the other provisions of this ordinance.

SECTION 11. This ordinance shall take effect upon its passage and approval.

[Exhibit "A" referred to in this ordinance printed
on page 25440 of this Journal.]

Exhibit "B" referred to in this ordinance reads as follows:

Exhibit "B".

This exhibit includes demonstration projects and other projects funded under the

Transportation Equity Act for the 21st century and other federal-, State-, County- or Local Government-funded programs. Projects eligible for funding under these sources include, without limitation, acquisition of right-of-way, preliminary engineering, contract construction, force account construction and/or construction engineering/supervision projects for:

Alleys

Area Improvements

Beautification

Bikeways

Bridges

Curbs and Gutters

Landscaping

Pedways

Quality Assurance

Sidewalks

Signage

Special Community Projects

Streets

Traffic Signalization

Transit

Vaulted Walks

Exhibit "A".

STREET	LIMITS	SCOPE
1 10TH STREET/TORRENCE AVENUE	AND BRANARD	INTERSECTION IMPROVEMENTS (PH I & B & ROW)
2 16TH STREET	DAMEN TO HALSTED	STREETCAMPING IMPROVEMENTS/CONST
3 21ST STREET	AT ILLINOIS CENTRAL RAILROAD	VADUCT IMPROVEMENTS (PH I & B)
4 47TH STREET	AT LAKE SHORE DRIVE	ROADWAY & PEDESTRIAN BRIDGE IMPROVEMENTS/CONST
5 63RD STREET	WESTERN TO WALLACE	STREET IMPROVEMENTS (PH I & B)
6 80TH STREET	STATE TO SOUTH CHICAGO	STREET IMPROVEMENTS/CONST
7 80TH STREET	WESTERN TO ASHLAND	STREET IMPROVEMENTS/CONST
8 ADDISON STREET	LAKE SHORE DR TO KENNEDY EXPRESSWAY	TRAFFIC SIGNAL INTERCONNECTIONS/CONST
9 ARCHER AVENUE	AT SOUTH PARK & AT ASHLAND	BRIDGE & VADUCT IMPROVEMENTS (PH I & B)
10 ARMITAGE AVENUE	CENTRAL PARK TO CICERO	STREET IMPROVEMENTS/CONST
11 ASHLAND AVENUE	AT 80 BRANCH CHICAGO RIVER	BRIDGE IMPROVEMENTS (PH I & B)
12 BARRIER FREE CYCLING CHICAGO	CITYWIDE	BIKEWAY IMPROVEMENTS (PH I & B & CONST)
13 BICYCLE LAKE PAVEMENT MAINTENANCE	VARIOUS LOCATIONS	BIKEWAY IMPROVEMENTS (PH I & B & CONST)
14 CHICAGO AVENUE	LARAMEE TO KENNEDY EXPRESSWAY	STREET IMPROVEMENTS (PH I & B)
15 CLARK STREET	NO. & SO. OF ROOSEVELT ROAD	VADUCT IMPROVEMENTS (PH I & B)
16 DAMEN AVENUE	5TH STREET TO 47TH STREET	VADUCT APPROACH IMPROVEMENTS/CONST
17 DAMEN AVENUE	CONGRESS TO 14TH STREET	STREET IMPROVEMENTS/CONST
18 DAMEN AVENUE	NORTH & SOUTH OF INTERSTATE - M	VADUCT IMPROVEMENTS/CONST
19 DIVISION STREET	CALIFORNIA TO KENNEDY EXPRESSWAY	STREET IMPROVEMENTS/CONST
20 EXPRESSWAY GATEWAY BEAUTIFICATION	VARIOUS LOCATIONS	BEAUTIFICATION IMPROVEMENTS (PH I & B & CONST)
21 FOREST GLLEN AVENUE	AT CHICAGO RIVER (S. BRANCH)	BRIDGE IMPROVEMENTS (PH I & B)
22 GRAND AVENUE	FULLERTON TO JEFFERSON	STREET IMPROVEMENTS (PH I & B)
23 HALSTED STREET	8TH ST TO 102ND ST	MEDIAN IMPROVEMENTS (PH I & B & CONST)
24 HALSTED STREET	AT NORTH BRANCH CANAL	BRIDGE IMPROVEMENTS (PH I & B)
25 ITS - CHICAGO TRAFFIC MANAGEMENT CENTER	CITYWIDE	STREET IMPROVEMENTS (PH I & B & CONST)
26 ITS - LAKE SHORE DRIVE VARIABLE MESSAGE	5700 NORTH TO 6700 SOUTH	STREET IMPROVEMENTS (PH I & B & CONST)
27 ITS - TRAFFIC VOLUME MONITORING	CITYWIDE	STREET IMPROVEMENTS (PH I & B & CONST)
28 JACKSON BOULEVARD	AT ILLINOIS CENTRAL RAILROAD	VADUCT IMPROVEMENTS/CONST
29 JACKSON BOULEVARD	AT KENNEDY EXPRESSWAY	VADUCT IMPROVEMENTS/CONST
30 JACKSON BOULEVARD	OVER UNION STATION	VADUCT IMPROVEMENTS (PH I & B)
31 LAKE SHORE DRIVE	47TH STREET TO HYTES DRIVE	STREET IMPROVEMENTS/CONST
32 LAKE SHORE DRIVE	AT USX SOUTH WORKS SITE	STREET IMPROVEMENTS (PH I & B)
33 LAKE SHORE DRIVE	145 TO 67TH STREET	STREET IMPROVEMENTS (PH I & B)
34 LAKE SHORE DRIVE (BOSSIS LANDING)	NO OF MONROE TO SO OF BALBO	STREET IMPROVEMENTS (PH I & B)
35 LAKE STREET	CANAL STREET TO WESTERN AVENUE	STREET IMPROVEMENTS (PH I & B)
36 LAKEFRONT BICYCLE CORRIDOR #1	5700 NORTH TO 6700 SOUTH	BIKEWAY IMPROVEMENTS/CONST
37 LAKEFRONT BICYCLE CORRIDOR #2	5700 NORTH TO 6700 SOUTH	BIKEWAY IMPROVEMENTS (PH I & B & CONST)
38 LARAMEE AVENUE	AT POLK	VADUCT IMPROVEMENTS (PH I & B)
39 MELLENSHUS PARK BIKE STATION	MELLENSHUS PARK	BIKEWAY IMPROVEMENTS (PH I & B & CONST)
40 MELVINLIZER AVENUE	LAFRENCE TO BRIE	STREET IMPROVEMENTS (PH I & B)
41 MONROE STREET	AT CHICAGO RIVER (S. BRANCH)	BRIDGE IMPROVEMENTS/CONST
42 MONROE STREET	MICHIGAN TO COLUMBUS	VADUCT IMPROVEMENTS/CONST
43 MONROE STREET	OVER THE KENNEDY EXPRESSWAY	VADUCT IMPROVEMENTS/CONST
44 MUSEUM OF SCIENCE & INDUSTRY	SCIENCE DR (80TH STREET) AT LSD	INTERSECTION IMPROVEMENTS/CONST
45 NEAR NORTHSIDE	VARIOUS LOCATIONS	TRAFFIC SIGNAL INTERCONNECTIONS/CONST
46 NORTH AVENUE	ASHLAND TO HALSTED	TRAFFIC SIGNAL INTERCONNECTIONS/CONST
47 RACINE AVENUE, 35TH TO 37TH &	37TH STREET, MORGAN TO RACINE	STREET IMPROVEMENTS (PH I & B & CONST)
48 RANDOLPH STREET	OVER KENNEDY EXPRESSWAY	VADUCT IMPROVEMENTS/CONST
49 ROOSEVELT ROAD	ASHLAND TO OGDEN	STREET IMPROVEMENTS/CONST
50 STORY ISLAND AVENUE	AT 77TH SOUTH CHICAGO	INTERSECTION IMPROVEMENTS/CONST
51 TORRENCE AVENUE	OVER CALLISTO RIVER	BRIDGE IMPROVEMENTS (PH I & B)
52 TORRENCE AVENUE, CALLISTO RIVER -135TH &	60TH PLACE, TORRENCE - AVENUE D	STREET IMPROVEMENTS/ROW & CONST
53 TRAFFIC SIGNAL IMPROVEMENTS	VARIOUS LOCATIONS	TRAFFIC SIGNAL IMPROVEMENTS/CONST
54 TRAFFIC SIGNAL IMPROVEMENTS	VARIOUS LOCATIONS	TRAFFIC SIGNAL IMPROVEMENTS (PH I & B)
55 USX SOUTH WORKS SITE	8TH ST & SOUTH CHICAGO AVE	STREET IMPROVEMENTS/CONST
56 USX SOUTH WORKS SITE	HARBOR AVE & INDUSTRIAL PARKWAY	STREET IMPROVEMENTS/CONST
57 USX SOUTH WORKS SITE	VARIOUS LOCATIONS	STREET IMPROVEMENTS/ROW
58 VARIOUS BRIDGES	CITYWIDE	STRUCTURAL INSPECTIONS
59 WALKER DRIVE	LAKE SHORE DR TO CONGRESS	VADUCT IMPROVEMENTS (PH I & B)
60 WALKER DRIVE	MICHIGAN TO RANDOLPH	VADUCT IMPROVEMENTS/CONST
61 WASHINGTON STREET	OVER THE KENNEDY EXPRESSWAY	VADUCT IMPROVEMENTS/CONST
62 WESTERN AVENUE	191ST STREET TO 115TH STREET	TRAFFIC SIGNAL INTERCONNECTIONS/CONST
63 WESTERN AVENUE	ADDISON TO CERNAK	TRAFFIC SIGNAL INTERCONNECTIONS/CONST
64 WESTERN AVENUE	CERNAK TO 8TH STREET	TRAFFIC SIGNAL INTERCONNECTIONS/CONST
65 WESTERN AVENUE	NORWAD TO ADDISON	TRAFFIC SIGNAL INTERCONNECTIONS/CONST
66 WPA STREETS GLENNY HOLLOW PROJECT # 2	VARIOUS LOCATIONS	STREET IMPROVEMENTS (PH I & B & CONST)





City of Chicago
Richard M. Daley, Mayor

Department of Law

Mara S. Georges
Corporation Counsel

Regulatory and Aviation
Suite 900
30 North LaSalle Street
Chicago, Illinois 60602-2580
(312) 744-9010
(312) 744-6798 (FAX)
(312) 744-9104 (TTY)
<http://www.ci.chi.il.us>

Via facsimile transmission

September 24, 2001

Mr. Bruce C. Spitzer
Metge, Spitzer & Kreid
33 North LaSalle Street, Suite 2700
Chicago, IL 60602-2605
Fax No.: 312-580-1592

Mr. Roger A. Serpe
Indiana Harbor Belt Railroad Company
111 West Jackson Boulevard, Suite 2215
Chicago, IL 60604-3503
Fax No.: 312-786-9286

Mr. Joe Pontoli, President
Arrow Terminal
150 Pleasant Drive, Suite 200
Aliquippa, Pennsylvania 15001
Fax No.: 724-419-1070

Re: Revised 126th Place Agreement - ICC Docket No. T01-0018

Gentlemen:

Per our discussions this week and with your consent, I have edited the agreement by hand to delete extraneous references to the Illinois Commerce Commission. Specifically, I deleted the following: (1) on page 1 of the Agreement, from the title, I removed the words "State of Illinois," Illinois Commerce Commission," and "Stipulated"; (2) on page 3 of the Agreement, I struck the last line of the page ("Executed by the Commission this [blank] day of [blank] 2001."); (3) on page four, I struck the entire blank signature line; and (4) on each of the signature pages, from the first line, I struck the words "Illinois Commerce Commission Stipulated" and "No." For your review and your files, I attach a draft copy of the hand-edited Agreement. These changes do not in any way alter the rights and obligations of the parties to the Agreement. I will be grateful if you fax back your approval of these changes.

Please call me if you have any questions about these editorial changes. On Friday of this week, I intend to re-file and serve the hand-edited Agreement with the Commission. Thank you for your cooperation in this matter.

Sincerely,

Alan H. Neff
Assistant Corporation Counsel
encl.

cs: Chris Wuellner
Henry Humphries



INDIANA HARBOR BELT RAILROAD COMPANY

111 WEST JACKSON BOULEVARD - SUITE 2215

CHICAGO, ILLINOIS 60604-3503

ROGER A. SERPE
GENERAL COUNSEL

TELEPHONE: (312) 786-9519
FACSIMILE: (312) 786-9286
E-MAIL: roger.serpe@ihbrr.com

October 2, 2001

VIA FACSIMILE

Alan H. Neff, Esq.
Assistant Corporation Counsel
City of Chicago - Department of Law
Regulatory & Aviation Litigation Division
30 North LaSalle Street, Suite 900
Chicago, Illinois 60602

Re: Revised 126th Place Agreement; ICC Docket No. T01-0018

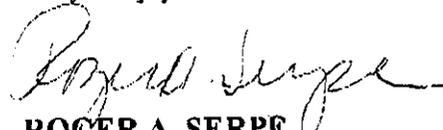
Dear Alan:

In response to your letter of September 24, 2001 forwarding certain line-outs from the agreement previously executed by the parties, this will confirm that Indiana Harbor Belt Railroad Company has no objections.

The line-outs to which no objections are raised are as follows:

- Deletion of "State of Illinois, Illinois Commerce Commission," and the word "Stipulated" from the title.
- Deletion from the bottom of page 3 of "Executed by the Commission this ____ day of _____, 2001," and the following signature page for the Commission.
- Deletion from each party's signature page of the words "Illinois Commerce Commission Stipulated" preceding "Agreement," and "No. ____" following the word "Agreement."

Very truly yours,


ROGER A. SERPE
General Counsel

RAS/ddl

METGE, SPITZER & KREID

ATTORNEYS AT LAW

SUITE 2700

33 NORTH LASALLE STREET

CHICAGO, ILLINOIS 60602-2605

BRUCE C. SPITZER

TELEPHONE (312) 580-1710

FACSIMILE (312) 580-1592

September 28, 2001

Via Fax: 744-6798

Mr. Alan H. Neff
Assistant Corporation Counsel
City of Chicago
Department of Law
30 North LaSalle Street, Suite 900
Chicago, IL 60602

Re: Revised 126th Place Agreement; ICC Docket No. T01-0018

Dear Alan:

In response to your letter of September 24, 2001, forwarding certain line-outs from the agreement previously executed by the parties, this will confirm that Norfolk Southern Railway Company has no objections.

The line-outs to which no objections are raised are as follows:

- Deletion of "State of Illinois, Illinois Commerce Commission," and the word "Stipulated" from the title.
- Deletion from the bottom of page 3 of "Executed by the Commission this ____ day of _____, 2001," and the following signature page for the Commission.
- Deletion from each party's signature page of the words "Illinois Commerce Commission Stipulated" preceding "Agreement," and "No. ____" following the word "Agreement."

Very truly yours,

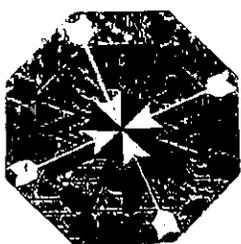
METGE, SPITZER & KREID



Bruce C. Spitzer

BCS/lc

cc: Mr. Thomas W. Ambler (NS File No. CR68 H5-49)



ARROW TERMINALS LP

HAMPTON CENTER • 150 PLEASANT DRIVE • SUITE 200 • ALIQUIPPA, PA 15001
(724) 419-1000 • FAX (724) 419-1010

November 7, 2001

Mr. Alan H. Neff
Assistant Corporation Counsel
City of Chicago
Department of Law
30 North LaSalle Street
Suite 900
Chicago, IL 60602

RE: Revised 126th Place Agreement
ICC Docket No. T01-0018

Dear Alan:

In response to your letter of September 24, 2001, forwarding certain line-outs from the agreement previously executed by the parties, this will confirm that Arrow Terminals L.P. has no objections.

The line-outs to which no objections are raised are as follows:

- Deletion of "State of Illinois, Illinois Commerce Commission", and the word "Stipulated" from the title.
- Deletion from the bottom of page 3 of "Executed by the Commission this _____ day of _____, 2001," and the following signature page for the Commission
- Deletion from each party's signature page of the words "Illinois Commerce Commission Stipulated" preceding "Agreement," and "No. _____" following the word "Agreement".

Yours truly,

Joseph J. Pontoli, Sr.
President

Via Fax: 312-744-6798

**Barge and rail terminals, public warehousing, packaging, and processing
for ferro alloys, steel products and general commodities.**

ATTACHMENT/EXHIBIT

**ITEM TOO LARGE TO SCAN
COPY AVAILABLE FROM FORMAL FILE**