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February 2, 2022

VIA E-FILING

Cynthia T. Brown
Chief, Section of Administration
Surface Transportation Board
Office of Proceedings
395 E Street, S.W., Room 1034
Washington, D.C. 20423

Re: **Docket No. FD 36500**
Canadian Pacific Railway Limited; Canadian Pacific Railway Company; Soo Line Railroad Company, Central Maine & Quebec Railway US Inc.; Dakota, Minnesota & Eastern Railroad Corporation; and Delaware & Hudson Railway Company, Inc.—Control—Kansas City Southern, The Kansas City Southern Railway Company, Gateway Eastern Railway Company, and the Texas Mexican Railway Company

Dear Ms. Brown:

The National Railroad Passenger Corporation (“Amtrak”) is pleased to report to the Board that Amtrak has reached the enclosed agreement with Canadian Pacific Railway Company and its United States rail operating subsidiaries Soo Line Railroad Company, Central Maine & Quebec Railway US Inc., Dakota, Minnesota & Eastern Railroad Corporation, and Delaware and Hudson Railway Company, Inc. (collectively, “CP”) in connection with CP’s application in the above-referenced proceeding.

Given CP’s excellent record as an Amtrak host railroad and CP’s commitments to Amtrak’s efforts with states and others as detailed in the agreement, Amtrak is pleased to have reached an agreement formalizing CP’s support of Amtrak expansion in the Midwest and the South. Amtrak supports CP’s Application, which promises significant public benefits for the U.S. rail network.

Cynthia T. Brown
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Pursuant to paragraph 8 of the agreement, Amtrak hereby requests that the Board impose the terms of the enclosed agreement as a condition of the Board's approval of the Application.

Respectfully Submitted,

/s/ Sophia Ree
Sophia Ree

Enclosure

cc: All Parties of Record

AMTRAK-CANADIAN PACIFIC AGREEMENT

The following Agreement to Cooperate (“Agreement”) is entered into this 17th day of December, 2021 between the National Railroad Passenger Corporation, having its headquarters in Washington, D.C., herein referred to as “Amtrak,” and Canadian Pacific Railway Company’s United States rail operating subsidiaries, Soo Line Railroad Company, Central Maine & Quebec Railway US Inc., Dakota, Minnesota & Eastern Railroad Corporation, and Delaware and Hudson Railway Company, Inc., referred to collectively as “Canadian Pacific,” or “CP”. Amtrak and Canadian Pacific are collectively referred to as “Parties.”

WHEREAS, Amtrak is in the process of making certain infrastructure improvements to facilitate additional round-trip Hiawatha trains operating on lines owned by Canadian Pacific between Chicago, Illinois and Milwaukee, Wisconsin;

WHEREAS, Amtrak is in the process of making certain infrastructure improvements to facilitate the expansion of intercity passenger service to Minneapolis-St. Paul, Minnesota on lines owned by Canadian Pacific;

WHEREAS, Amtrak’s long-term vision includes intercity passenger service between New Orleans and Baton Rouge, Louisiana on lines owned by Kansas City Southern, which would require certain infrastructure improvements that have not yet been funded;

WHEREAS, Amtrak’s long-term vision includes passenger service through the Detroit River Tunnel, initially between Detroit, Michigan and Windsor, Ontario, Canada;

WHEREAS, Amtrak desires further study of a possible passenger route between Dallas, Texas and Meridian, Mississippi;

WHEREAS, on October 29, 2021, Canadian Pacific filed with the Surface Transportation Board (“STB” or “Board”) an application in STB Finance Docket No. 36500 for authority to acquire control of Kansas City Southern and its railroad affiliates (collectively, “Kansas City Southern”); and

WHEREAS, Amtrak is prepared to support that application in return for certain commitments by Canadian Pacific;

THEREFORE, Amtrak and Canadian Pacific hereby agree to the following:

1. Hiawatha Service.

- a. Canadian Pacific will add operation of a 7th Sunday round-trip *Hiawatha* train upon Amtrak’s fourteen (14) days’ advance written notice to CP prior to Amtrak’s requested implementation. Amtrak’s notice to CP shall acknowledge the Parties’ agreement to compensation on a per-train mile basis and scheduled trip times equal to that of other *Hiawatha* trains operating on Canadian Pacific per the then current agreement between Amtrak and CP regarding *Hiawatha* trains.

- b. Canadian Pacific agrees to permit Amtrak to add (as Amtrak planned independent of CP's proposed acquisition of KCS) an 8th daily round trip *Hiawatha* train upon: (i) completion of the following projects (some or all of which may have been necessary to support this additional train with or without CP's proposed acquisition of KCS) (A) the installation of CTC between Cut-off and the Milwaukee Intermodal Passenger Station; (B) completion of the addition of the second passenger platform at the Milwaukee Airport Rail Station; and (C) not less than thirty (30) days after receipt of a written commitment by the relevant funding agencies to fully fund the Muskego Yard Improvements Project ("MYIP") (described in Exhibit A attached hereto), during which time CP may commence engineering and construction for the MYIP; and (ii) Amtrak's fourteen (14) days' advance written notice to CP acknowledging the Parties' agreement to (A) compensation on a per-train mile basis equal to that of other *Hiawatha* trains operating on Canadian Pacific; and (B) scheduled trip times temporarily adjusted for *Hiawatha* trains to offset the impact of construction related activities during the MYIP, and after completion of the MYIP, scheduled trip times equal to that of other *Hiawatha* trains operating on Canadian Pacific, per the then current agreement between Amtrak and CP regarding *Hiawatha* trains. If, upon the operation of the 8th daily round-trip *Hiawatha*, CP demonstrates that the quality of freight transportation provided to shippers has been materially impacted by the introduction of the 8th daily round-trip *Hiawatha*, Amtrak and CP agree to work in good faith to make such additional adjustments to the *Hiawatha* train schedules to mitigate such material impact.
- c. Canadian Pacific agrees to permit Amtrak to add (as Amtrak planned independent of CP's proposed acquisition of KCS) a 9th and 10th daily round trip *Hiawatha* train upon (i) (A) completion of the projects detailed in Exhibit A attached hereto (some or all of which may have been necessary to support these additional trains with or without CP's proposed acquisition of KCS), and if a project identified in Exhibit A is not implemented or completed, then the Parties shall cooperate to identify and agree upon a replacement for each project not implemented or completed; or (B) upon a material reduction in combined passenger and freight service volumes on the *Hiawatha* service corridor (measurement period beginning anytime following execution of this Agreement versus calendar year 2019 combined passenger and freight service volumes) for a minimum of two (2) years; and (ii) fourteen (14) days' advance written notice to CP acknowledging the Parties' agreement to compensation on a per-train mile basis and scheduled trip times equal to that of other *Hiawatha* trains operating on Canadian Pacific, per the then current agreement between Amtrak and CP regarding *Hiawatha* trains. The Parties agree to cooperate to secure funding for the projects and acknowledge that nothing in this agreement shall obligate CP to contribute to such funding.

2. **Twin Cities-Milwaukee-Chicago (TCMC).**

- a. Canadian Pacific agrees to permit Amtrak's operation of the 1st daily round trip (as Amtrak planned independent of CP's proposed acquisition of KCS), which shall initially be an extension of an existing *Hiawatha* service train, prior to the

completion of the infrastructure improvements detailed in Exhibit B attached hereto (the “TCMC Improvements”) or such other alternative projects agreed upon by CP and Amtrak, upon (i) Amtrak’s sixty (60) days’ advance written notice to CP including (A) a commitment by all funding agencies for the TCMC Improvements to fully fund the TCMC Improvements (some or all of which may have been necessary to support this additional train with or without CP’s proposed acquisition of KCS); (B) acknowledging the Parties’ agreement to compensation on a per-train mile basis equal to that of *Hiawatha* trains operating on Canadian Pacific; and (C) acknowledging scheduled trip times temporarily adjusted to reflect the impact of construction activities during the TCMC Improvements, and after completing of the TCMC Improvements, equal to the agreed-upon schedules between Amtrak and CP for *TCMC* trains.

- b. Canadian Pacific agrees to permit the operation of a 2nd daily *TCMC* round trip (as Amtrak planned independent of CP’s proposed acquisition of KCS) upon the later of both (i) the completion of the TCMC Improvements, satisfaction of the terms in Subparagraph 1.b.(i) through (iii) above, and upon the Parties’ completion within one (1) year or less, of the process outlined in Section 3.2 of the Second Amendment Agreement between National Railroad Passenger Corporation and Chicago, Milwaukee, St. Paul and Pacific Railroad Company, dated September 1, 1976, as amended (the “Second Amendment Agreement”); and (ii) Amtrak’s sixty (60) days’ advance written notice to CP including (A) a commitment by the relevant funding agencies to fully fund any additional agreed-upon improvements to support the 2nd daily *TCMC* round trip (some or all of which may have been necessary to support these trains with or without CP’s proposed acquisition of KCS); (B) acknowledging the Parties’ agreement to compensation on a per-train mile basis equal to that of other *TCMC* trains operating on Canadian Pacific; and (C) acknowledging the temporary adjustment of scheduled trip times during the construction of agreed-upon infrastructure improvements, if any, that are required to (i) support scheduled trip times equal to or lesser than the initial *TCMC* daily round trip times; and (ii) mitigate any unreasonable impairment of CP’s freight transportation resulting from the 2nd daily *TCMC* round trip.

3. **New Orleans to Baton Rouge.**

- a. If the STB approves Canadian Pacific’s acquisition of control of Kansas City Southern and not sooner than two (2) years following such approval in order to permit infrastructure improvements as outlined below to be completed, Canadian Pacific agrees to permit Amtrak, in conjunction with other stakeholders, to introduce one (1) daily round trip Amtrak intercity passenger train between New Orleans (IC Junction) and Baton Rouge, Louisiana (“New Orleans-Baton Rouge Service”) (i) at maximum authorized speeds, reflecting passenger train differentials; (ii) with compensation on a per-train mile basis equal to that of *Hiawatha* trains currently operating on Canadian Pacific; and (iii) without capital contribution from Amtrak for any additional main lines or sidings which CP may construct to support freight operations. Amtrak and CP acknowledge that certain improvements, which may include station(s), CTC/PTC, accelerated speeds and other improvements, may be required

because of Amtrak operations to facilitate the introduction of safe, trip-time-competitive intercity passenger rail service on the KCS rail line between IC Junction and Baton Rouge. The Parties commit to work together in good faith to determine what improvements are required because of Amtrak operations for the start of service, to cooperate in securing funding for such improvements, and to implement such improvements as promptly as possible; however, nothing in this agreement shall obligate CP to contribute funding to such improvements.

- b. CP and Amtrak agree to review monthly the performance of the 1st round trip New Orleans-Baton Rouge Service train. Promptly after six (6) months of operation, the Parties agree to meet and review in detail the performance of the 1st round trip New Orleans-Baton Rouge Service train to determine if any schedule modifications or additional improvements are required to facilitate the reliable, trip-time-competitive operation of a 2nd daily round trip Amtrak train between New Orleans (IC Junction) and Baton Rouge, Louisiana.
 - i. If the Parties agree that schedule modifications or additional improvements are required to facilitate the reliable, trip-time-competitive operation of a 2nd daily round trip New Orleans-Baton Rouge Service train, the Parties shall work together in good faith, to promptly implement such schedule modifications or additional improvements. Immediately following completion of such schedule modifications or agreed-upon improvements, the Parties will implement the 2nd daily round trip New Orleans-Baton Rouge Service train in accordance with Subparagraph 3.c. below.
 - ii. If the Parties agree that no further schedule modifications or improvements are required to facilitate the reliable, trip-time-competitive operation of a 2nd daily round trip New Orleans-Baton Rouge Service train, the Parties will implement the 2nd daily round trip New Orleans-Baton Rouge Service train in accordance with Subparagraph 3.c. below.
 - iii. If the Parties fail to agree on any schedule modifications or additional improvements, the Parties shall, at the request of either, jointly undertake and fund a third-party capacity analysis of the rail line between New Orleans (IC Junction) and Baton Rouge, which shall be completed no more than six (6) months after the date of such request. Within thirty (30) days of such request, the Parties shall jointly select a third party to conduct such analysis, and shall promptly share all operating, engineering, and other data as the third party may request. If the third party analysis determines that the rail line between New Orleans (IC Junction) and Baton Rouge can reasonably accommodate the 2nd daily Amtrak round trip, the Parties will implement such 2nd daily round trip Amtrak train in accordance with Subparagraph 3.c. below. If the third party analysis determines that the rail line between New Orleans (IC Junction) and Baton Rouge cannot reasonably accommodate the 2nd daily Amtrak round trip, the Parties shall, within

sixty (60) days of the completion of the capacity analysis, select and implement a mitigation strategy, after which the Parties shall implement the 2nd daily round trip New Orleans-Baton Rouge Service train in accordance with Subparagraph 3.c. below.

- c. Subject to the relevant conditions outlined in Subparagraph 3.b. above, CP agrees to permit the operation of a 2nd daily round trip New Orleans-Baton Rouge Service train upon sixty (60) days' advance written notice from Amtrak to CP including (i) a commitment by the relevant funding agencies to fully fund any additional improvements to support the 2nd daily round trip New Orleans-Baton Rouge Service train; (ii) acknowledging the Parties' agreement to compensation equal to that of the 1st round trip New Orleans-Baton Rouge Service train; and (iii) acknowledging the temporary adjustment of scheduled trip times during the construction of agreed-upon infrastructure improvements, if any, that are required to (A) support scheduled trip times equal to or lesser than the 1st round trip New Orleans-Baton Rouge Service train; and (B) mitigate any unreasonable impairment of CP's freight transportation resulting from the 2nd daily round trip New Orleans-Baton Rouge Service train.

4. **Detroit/Windsor.**

- a. Upon Amtrak's sixty (60) days' advance written notice to CP, Canadian Pacific will permit Amtrak to use the Detroit River Tunnel to connect one (1) round trip passenger train per day with Via Rail Canada (VIA) at Windsor, Ontario not sooner than one (1) year following the execution date of this Agreement (i) at maximum authorized speeds, reflecting passenger train differentials; (ii) with compensation on a per-train mile basis, equal to that of *Hiawatha* trains currently operating on Canadian Pacific; and (iii) with no required capital contribution from Amtrak for capacity improvements for the first (1st) round trip train identified in this Subparagraph 4.a. herein, except as may be required for station facilities, but excluding dedicated station tracks.
- b. Following the Parties' completion within one (1) year or less, of the process outlined in Section 3.2 of the Second Amendment Agreement and not sooner than four (4) years following the execution date of this Agreement, upon Amtrak's sixty (60) days' advance written notice to CP, CP agrees to permit Amtrak to introduce a 2nd daily Detroit/Windsor round trip, subject to identical terms as the first Detroit/Windsor round trip train.

- 5. **Dallas to Shreveport to Meridian.** If the STB approves Canadian Pacific's acquisition of control of Kansas City Southern and not sooner than two (2) years following such approval of control, Canadian Pacific agrees to participate in a joint study including Amtrak, Norfolk Southern Railway, Union Pacific Railroad, and relevant governmental agencies, with the goal of the introduction of a single round trip Amtrak train between Meridian, MS and Dallas, TX and with the potential for a 2nd daily round trip, subject to identical terms, not sooner than four (4) years following such STB approval.

6. **Metrics and Minimum Standards.** If the STB approves Canadian Pacific's acquisition of control of Kansas City Southern, Canadian Pacific agrees that any changes in operations stemming directly or indirectly from such acquisition of control, including but not limited to changes in freight traffic volumes, scheduling, infrastructure, and dispatching, will not cause the Customer OTP of Amtrak trains currently operating on Canadian Pacific lines to fall below the minimum standard as defined in the Federal Railroad Administration's (FRA) Final Rule published November 16, 2020.
7. **Commitment to Cooperation.** Consistent with current practice, Canadian Pacific and Amtrak will continue to cooperate regarding published schedules and schedule modifications for all Amtrak trains operating on Canadian Pacific lines, including those identified above, and will cooperate to obtain third-party funding for joint benefit and intercity passenger rail sole-benefit projects which will contribute to the success of Amtrak's Intercity Rail Passenger Service and CP freight service.

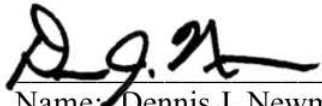
Discussions between the parties pursuant to this Agreement, including but not limited to the process outlined in Section 3.2 of the Second Amendment Agreement referenced above, will be subject to the terms and conditions of a Nondisclosure Agreement that the parties will negotiate in good faith. Amtrak shall not disclose to any third-party prior or future discussions concerning CP's trade secrets and other confidential business information except as required by law, such as by court order, subpoena, or the Freedom of Information Act ("FOIA"), 5 U.S.C. § 552. Amtrak shall consult with CP prior to responding to any court order, subpoena or FOIA request that includes prior or future discussions or information exchanged between the parties under this Agreement. For the avoidance of doubt, nothing in this paragraph shall be construed as prohibiting Amtrak from complying with its obligations under FOIA.

8. **Letter of Support.** Subject to CP's review and approval and no later than February 28, 2022 or by another date certain at CP's request, Amtrak will file a letter addressed to the Board stating that Amtrak supports Canadian Pacific's application to acquire control of Kansas City Southern in STB Finance Docket No. 36500. CP understands and acknowledges that Amtrak may request that the Board impose a condition requiring CP to honor its commitments to Amtrak as described in this Agreement, and Amtrak understands and acknowledges that CP is free to oppose such a request by Amtrak. Amtrak agrees it will not seek additional conditions in connection with CP's application. Amtrak reserves the right to oppose any condition sought in STB Finance Docket No. 36500 that conflicts with the provisions of this Agreement or that would otherwise impair Amtrak service, but if that were to occur, it would not affect Amtrak's commitments under this Agreement.
9. **Dispute Resolution.** The Parties agree that the commitments contained in this Agreement shall be enforceable in accordance with the dispute resolution process identified in Article Six of the Agreement between National Railroad Passenger Corporation and Chicago, Milwaukee, St. Paul and Pacific Railroad Company, dated September 1, 1976, as amended.

10. **Governing Law.** This Agreement is binding on the Parties and their successors and shall be construed in accordance with and governed by the internal laws of the District of Columbia without reference to its conflict of laws principles.

AGREED:

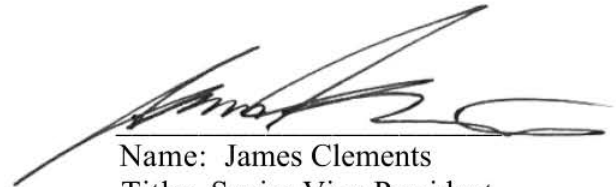
National Railroad Passenger Corporation



Name: Dennis J. Newman
Title: Executive Vice-President
Planning & Asset Development

AGREED:

Soo Line Railroad Company,
Central Maine & Quebec Railway
US Inc., Dakota, Minnesota &
Eastern Railroad Corporation, and
Delaware and Hudson Railway
Company, Inc.



Name: James Clements
Title: Senior Vice-President
Strategic Planning & Technology
Transformation

Exhibit A: Paragraph 1.b. Project Descriptions

Projects previously identified and included in the *Hiawatha* initiative

1. MARS Second Platform
 - Construction of west platform with canopy, elevator towers, overhead pedestrian bridge, and track improvements at Milwaukee Airport Rail Station (MARS). Includes track resurfacing and inter-track fencing.
2. MIS-Cut-Off CTC
 - CTC installation from Menomonee to Cut-Off.
3. Muskego Yard Freight Bypass of Milwaukee Intermodal Station–(MYIP)
 - Create a new double-track mainline through Muskego yard that will become the primary route for freight traffic traveling through Milwaukee, including reconfiguration of east and west track yard approaches.
 - Install a new Centralized Traffic Control (CTC) system to allow signals to automatically change in response to track occupancy and remote control.
 - Replace the 100+ year-old structure across Burnham Canal and the Menomonee Valley River to accommodate higher loading capacity and speed and rehabilitate other bridges.
4. Speed Increase between A-20 and Rondout for certain freight trains
 - Increase speeds of non-heavy CP trains from 40 to 50 MPH. If necessary, may involve some grade crossing modifications. Inspect signals to check if rewiring is needed.
5. Rondout interlocking signal and track improvements
 - Install new interlocking equipment, crossovers and new track to enable simultaneous bi-directional movements between C&M and Fox Lake sub. Includes second track on Fox Lake Sub, and a 1,000-ft third track on C&M Sub.
6. Lake Forest Crossovers¹
 - Universal crossover constructed between IL Route 60 and Conway Rd, including associated signal work.
7. Glenview Universal Crossover²
 - Universal crossover installed south of Glenview Rd in Glenview, IL, including associated signal work.

¹ The Federal Railroad Administration, Wisconsin Department of Transportation, the Illinois Department of Transportation (“IDOT”), other relevant stakeholders and CP previously identified and agreed to several rail infrastructure improvements to support a proposed increase of Amtrak’s Hiawatha passenger rail service on CP trackage between Milwaukee and Chicago, including the Lake Forest Crossovers (“Lake Forest”) and Glenview Universal Crossover (“Glenview”) projects included in Exhibit A of this Agreement. Subsequently, IDOT issued a May 2, 2019 letter declining to seek federal funding for the Lake Forest and Glenview projects. If one or both of the Lake Forest or Glenview projects are not implemented, then the Parties shall cooperate to identify and agree upon a replacement for each missing project.

² See previous footnote.

Exhibit B: Paragraph 2.a. Project Descriptions

Project	Municipality	Description
Midway Maintenance Facility	St. Paul, MN	Implement minor improvements to the retired Midway Station for reuse as a layover/maintenance facility.
Tower CK	Winona, MN	Alleviate congestion west of the Winona Depot. Extends the siding connecting the main track to the CP Waseca Subdivision over ½ mile east, with power switches and signals. Includes new turnouts, new signals, and reconstruction of Bierce Street at-grade crossing.
Winona Siding	Winona, MN	Upgrade two miles of existing siding track with power switches and signals to allow more efficient train meets and allow the ability to clear the main track more quickly and efficiently when working Winona. Includes constructions of new turnouts, new signals and communications, and reconstruction of track and panels at six crossings.
River Junction	La Crescent, MN	Converts an un-signaled yard track to a signaled second main track from Bridge Switch directly west of the Mississippi River Bridge through River Junction to West River Junction. Power switches would be installed at the junction with the Marquette Subdivision. The alignment of the Bridge Switch would be modified to allow for increased train speeds through the switch, and the new main track speeds would be increased from 10 mph to 25 mph. Includes signal improvements, new mainline track, turnouts, and an upgrade to the existing yard track.
Mississippi River Bridge	La Crescent Township, MN	Realign the track approaches at both the west and east ends, replace the west bridge switch and replace the bridge special trackwork at the moveable points of the bridge. These improvements will increase the speed across the bridge from 10 mph to 15 mph.
La Crosse Yard and Depot Area Improvements	La Crosse, WI	Re-establishes the second main track through the La Crosse depot area and convert the existing La Crosse Yard lead to a signaled second main track from Grand Crossing west to the foot of the Black River Bridge at East Wye. Also includes extension of the existing yard lead to the west, reconstruction of the passenger platform at the La Crosse Amtrak Depot, and reconstruction of crossings at Saint Cloud/Liberty streets and Avon/Hagar streets.

CERTIFICATE OF SERVICE

I, Sophia Ree, declare under penalty of perjury that the foregoing is true and correct.

Pursuant to 49 § 1104.12, I hereby certify that on the 2nd day of February, 2022 I have caused to be served a copy of the foregoing Letter to Surface Transportation Board upon all parties of record via electronic mail.

Executed on: February 2, 2022

By: /s/ Sophia Ree
Sophia Ree

CERTIFICATE OF SERVICE

I, Sophia Ree, declare under penalty of perjury that the foregoing is true and correct.

Pursuant to 49 § 1104.12, I hereby certify that on the 2nd day of February, 2022 I have caused to be served a copy of the foregoing Letter to Surface Transportation Board upon the following parties of record in this proceeding via mail:

Secretary of Transportation
1200 New Jersey Avenue, S.E.
Washington, DC 20590

Attorney General of the United States,
c/o Assistant Attorney General
Antitrust Division, Room 3109
Department of Justice
Washington, DC 20530

Lance Lin
Attorneys for Yang Ming (America) Corp
1085 Raymond Boulevard
Newark, NJ 07102

Brad Chase
Attorneys for Bison Transport
1001 Sherwin Road
Winnipeg, MB R3H 0T8
Canada

Executed on: February 2, 2022

By: /s/ Sophia Ree
Sophia Ree