

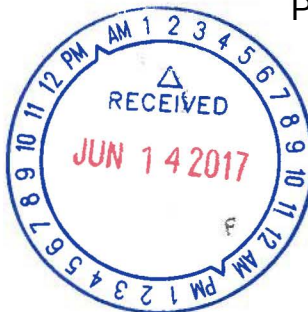
243757

DILLON & NASH, LTD.
Attorneys at Law

David C. Dillon, M.B.A., J.D.

June 12, 2017

Surface Transportation Board
Chief Section of Administration
395 E. Street S.W.
Washington, D.C. 20423



ENTERED
Office of Proceedings
June 14, 2017
Part of
Public Record

3100 Dundee Road
Suite 508
Northbrook, Illinois 60062
Telephone: (847) 498-3000
Fax: (847) 291-3415

Re: Filing of Verified Notices of Exemption
Under 49 C.F.R. §1150.31 – Chicago Rail &
Port, LLC - FD 36126

Dear Sir or Madam:

Our office represents Chicago Rail & Port, LLC. I have enclosed herewith Verified Notices of Exemption Under 49 C.F.R. §1150.31 (an original and ten copies). I have also enclosed a check in the amount of \$1,900.00 for the filing fee.

While I have filed this action as Verified Notice of Exemption that the railroad entity is a Class III rail, I want to confirm that the ***railroad revenue will be under Five Million Dollars (\$5,000,000).***

Further, the total track leased and operated by Chicago Rail & Port, LLC is 3,797 linear feet (0.72 mile).

If you have any questions please feel free to contact me. Thank you for your assistance in this matter.

Very truly yours,


David C. Dillon

Enclosures

FILED
June 14, 2017
SURFACE
TRANSPORTATION BOARD

FEE RECEIVED
June 14, 2017
SURFACE
TRANSPORTATION BOARD

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

Chicago Rail & Port, LLC

)
)

Finance Docket Number: FD 36126

**VERIFIED NOTICES OF EXEMPTION
UNDER 49 C.F.R. § 1150.31**



By: David C. Dillon
Dillon & Nash, Ltd.
3100 Dundee Road
Suite 508
Northbrook, Illinois 60062
(847) 498-3000

Chicago Rail & Port, LLC

*Attorney for Applicant
in Finance Docket No. 36126*

Applicant in Finance Docket No. FD 36126

DATE FILED: June 12, 2017

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

Chicago Rail & Port, LLC

)
)
)

Finance Docket Number: FD 36126

**VERIFIED NOTICE OF EXEMPTION
UNDER 49 C.F.R. § 1150.31**

Pursuant to 49 C.F.R. § 1150.31, *et. seq.* and 49 U.S.C. § 10502(a), Chicago Rail & Port, LLC (CRP), a noncarrier, hereby provides verified notice of exemption from 49 U.S.C. § 10901 for CRP's acquisition by lease and operating agreement between CRP and South Chicago Property Development, LLC, an Illinois Limited Liability Corporation, and operation of approximately 3,797 feet (0.72 mile) of railroad right-of-way and trackage and transloading facilities currently owned by South Chicago Property Development, LLC in Chicago, Illinois ("Chicago Transload Facility trackage") and leased by Chicago Rail & Port, LLC. The Chicago Transload Facility trackage is more specifically described and depicted in Appendix 1-A (description) and Appendix 1-B (map) attached to this notice.

THE CHICAGO TERMINAL RAILROAD TRACKAGE IS A LINE OF RAILROAD THAT QUALIFIES FOR THE CLASS EXEMPTION FROM 49 U.S.C. § 10901, RATHER THAN TRACK EXCEPTED FROM BOARD ACQUISITION AND OPERATION AUTHORITY UNDER § 10906

South Chicago Property Development (SCPD) owns the Chicago Transload Facility trackage and leases the Chicago facility trackage to Chicago Rail & Port, LLC who transloads gravel and

other stone products including railroad stone ballast. The operation includes transloading aggregate materials from water to rail. The trackage is used in conjunction with interchanging to and from the Indiana Harbor Belt Railroad Company. The CRP will operate the subject railroad property under an operating agreement between SCPD and CRP, the property lessee.

There is currently 3,797 linear feet of track located on the Chicago Transload Facility.

In these circumstances, the Chicago Transload Facility trackage is properly considered to be a line of railroad under 49 U.S.C. § 10901 pursuant to the Board's tenant-use test, rather than spur, switching or side tracks excepted from Board authority over their acquisition and operation by virtue of 49 U.S.C. § 10906. The tenant-use test is described in the Board's decision denying reconsideration in *Effingham Railroad Company - Petition for Declaratory Order - Construction at Effingham, IL*, STB Docket No. 41986 and embraced proceedings, 1998 STB LEXIS 253, decision served September 18, 1998; *aff'd sub nom. United Transp. Union v. Surface Transportation Board.*, 183 F.3d 606 (7th Cir. 1999).

In that case, as here pertinent, Agracel Corporation transloaded beer from rail to truck at a warehouse that it operated in an industrial park at Effingham, IL. Agracel owned approximately 206 feet of right-of-way and track that extended between its warehouse and trackage owned and operated by Conrail. Previously, Conrail had operated over the Agracel trackage to provide service to Agracel. It was proposed that Effingham Railroad Company (ERRC), a noncarrier, substitute for Conrail as provider of the rail service over the Agracel trackage. ERRC filed a notice of exemption under 49 C.F.R. § 1150.31 for its operation over that trackage. The United Transportation Union (UTU) contended that the Board lacked authority over the proposed operation because Agracel trackage is spur, switching or side track excepted from Board operation authority under 49 U.S.C. § 10906.

In finding that the Agracel trackage was a line of railroad under 49 U.S.C. § 10901, the Board said (1998 STB LEXIS 253, at 8-9 (emphasis in original)):

...(I)n those cases where a tenant railroad's intended use of a track segment is different from the use made by the railroad owning the track, we have determined that the tenant's use, rather than the character of the trackage itself, is controlling with regard to its own operations, subject to consideration of the purpose and effect of the construction under *Texas & Pacific* (citations omitted).

In the initial notice, even under its new approach, ERRC became the operator of a line of track connecting Conrail to the site of the industrial park. Conrail clearly had operated this short track segment as an exempt siding or spur. However, because it was ERRC's initial railroad operation, this track segment became ERRC's entire line of railroad and was not, as to ERRC, a siding or spur. This small piece of trackage initiated ERRC's service from a connection or interchange point with Conrail to a shipper's facility within the industrial park. Thus ERRC's becoming the operator was the proper subject of the initial notice of exemption and was not statutorily exempt under section 10906.

It is apparent from the Board's decision in that case that the tenant-use test also applies when a new rail carrier is using trackage pursuant to an operating agreement rather than a lease, and when the prior use of the track was by a third-party carrier rather than by the shipper-owner of the trackage. In upholding the Board's decision in that case, the reviewing court held that it was reasonable for the Board to classify the trackage by virtue of the tenant's use. *United Transp. Union vs. Surface Transportation Bd.*, *supra*. 193 F.3d at 614. *Accord: Brookfield Rail Link LLC - Lease & Oper. - Union Pacific R.R. Co.*, 2 S.T.B. 534 (1997), *aff'd sub nom. United Transp. Union - Illinois v. Surface Transp.*, 169 F.3d 474 (7th Cir. 1999).

Inasmuch as the subject transaction will be CRP's initial railroad acquisition, and the Chicago Transload Facility trackage will constitute the entire line of railroad of CRP, it follows that the Chicago Transload Facility trackage is a line of railroad under 49 U.S.C. § 10901, rather than

spur, switching or side tracks excepted from Board acquisition and operation authority by virtue of 49 U.S.C. § 10906.

INFORMATION REQUIRED BY 49 C.F.R. § 1150.33

(a) *The full name and address of the applicant;*

The full name and address of the applicant in Finance Docket Number 36126 is Chicago Rail & Port, LLC, 3245 East 103rd Street, Chicago, Illinois 60617-5851.

(b) *The name, address, and telephone number of the representative of the applicant who should receive correspondence;*

CRP representative is David C. Dillon, Dillon & Nash, Ltd., Attorneys at Law, 3100 Dundee Road, Suite 508, Northbrook, Illinois, 60062, 847-498-3000.

(c) *A statement that an agreement has been reached or details when an agreement will be reached;*

An operating agreement between South Chicago Property Development and Chicago Rail & Port concerning the Chicago Transload Facility trackage will be reached within thirty (30) days, and an agreement in principle has been reached. A draft Operating Agreement is attached hereto.

(d) *The operator of the property;*

Chicago Rail & Port, LLC will be the operator of the property.

(e) *A brief summary of the proposed transaction, including:*

(1) *The name and address of the railroad transferring the subject property,*

The above entity in Finance Docket Number 36126 is South Chicago Property Development, a non-railroad corporation, 700 East Joe Orr Road, Chicago Heights, Illinois, 60411.

(2) *The proposed time schedule for consummation of the transaction,*

Operations are proposed to be consummated on or about June 1, 2017.

(3) *The mile-posts of the subject property, including any branch lines, and*

The Chicago Transload Facility trackage is not described by milepost numbers. That trackage is described and depicted in Appendix 1-A and Appendix 1-B attached to this Notice.

(4) *The total route miles being acquired;*

A total of approximately 3,797 feet/ 0.72 mile of trackage is to be operated under an operating agreement.

(f) *A map that clearly indicates the area to be served, including origins, termini, stations, cities, counties, and States:*

The required map is attached to this Notice as Appendix 1-B.

(g) *A certificate that applicant's projected revenues do not exceed those that would qualify it as a Class III carrier.*

The required certificate is attached to this Notice as Appendix 2.

CAPTION SUMMARY

A caption summary required by 49 C.F.R. § 1150.34 for Finance Docket Number FD36126 is attached to this Notice as Appendix 3.

ENVIRONMENTAL AND HISTORIC REPORT

The proposed acquisition and operation do not require environmental and historic reporting. See 49 C.F.R. § 1105.6(c)(2)(i) and 49 C.F.R. § 1105.8(b)(1).

LABOR PROTECTION

Pursuant to 49 U.S.C. § 10901(c), labor protection requirements do not apply to this transaction.

VERIFICATION

The verification is attached to this Notice as Appendix 4.

CONCLUSION AND REQUESTED RELIEF

WHEREFORE, within 30 days of the filing of this Notice, the Director of the Board's Office of Proceedings should publish notices in the Federal Register of the filing of notices of exemption in Finance Docket No. 35891. See 49 C.F.R. § 1150.32(b).

Respectfully submitted,

By: David C. Dillon
Dillon & Nash, Ltd.
3100 Dundee Road, Suite 508
Northbrook, Illinois 60062
(847) 498-3000

Chicago Rail & Port, LLC

*Attorney for Applicant
in Finance Docket No. FD 36126*

Applicant in Finance Docket No. FD 36126

DATE FILED: June 12, 2017

Finance Docket Number: FD 36126

Appendix 1-A

LENGTH OF CHICAGO RAIL & PORT, LLC
CHICAGO TRANSLOAD FACILITY

Total Track: 8,798 linear feet = 0.72 mile of track

Downloaded from <http://ajphaphapublications.org/> on November 10, 2015



Switch.



NOTE:
THIS DRAWING HAS NOT BEEN PREPARED FROM FIELD DATA,
BUT FROM GOOGLE EARTH IMAGES. © 2016. UTM: 18Q
DOM 1: (-81.70813012°, -87.54256904°)
DOM 2: (-81.70503158°, -87.54266767°)

NORFOLK SOUTHERN RAILWAY COMPANY Real Estate Department		
STATION	Milepost RU-1.00	
LOCATION	Chicago, Cook County, IL	
TENANT	South Chicago Property Development, LLC	
AREA	1.11 ± Acres	
VS / Map No.	Vel Sect. 25B / Map No. 1 Vel Sect. 25B / Map No. 2	
DRAWING NO.	1221128	Sheet 1 of 1 Exhibit "A"
DATE	November 2, 2016	Drawn By: AMV

CERTIFICATION UNDER 49 C.F.R. § 1150.33(g)

Chicago Rail & Port, LLC hereby certifies under 49 C.F.R. § 1150.33(g), that the projected revenues from the acquisition and operation proposed in this matter do not exceed those that would qualify it as a Class III rail carrier.



David C. Dillon
Authorized Representative of
TransDistribution Ridgeland Railroad Company

SUBSCRIBED AND SWORN TO before
me this 12th day of June, 2017.


Notary Public

CAPTION SUMMARY

SURFACE TRANSPORTATION BOARD

Notice of Exemption

FINANCE DOCKET NO. FD 36126

**CHICAGO RAIL & PORT, LLC
- ACQUISITION EXEMPTION -
RAIL LINE OF SOUTH CHICAGO PROPERTY DEVELOPMENT
AT CHICAGO TRANSLOAD FACILITY, CHICAGO, ILLINOIS**

Chicago Rail & Port, LLC (CRP), has filed a Notice of Exemption to acquire and operate from South Chicago Property Development, a non-carrier, approximately 0.71 mile of right-of-way and trackage at South Chicago Property Development's Chicago Transload Facility in Chicago, Illinois. Comments must be filed with the Board and be served on CRP's representative, David C. Dillon, Dillon & Nash, Ltd., 3100 Dundee Road, Suite 508, Northbrook, Illinois, 60062, (847) 498-3000.

This Notice is filed under 49 C.F.R. § 1150.31. If the Notice contains false or misleading information, the exemption is void *ab initio*. Petitions to revoke the exemption under 49 U.S.C. §10502(d) may be filed at any time. The filing of a petition to revoke will not automatically stay the transaction.

By the Board

(Seal)

VERIFICATION

STATE OF ILLINOIS)
)
COUNTY OF COOK)

David C. Dillon, being duly sworn, states that he is an attorney for Chicago Rail & Port, LLC; that he is familiar with the factual allegations made in the foregoing Notice of Exemption on behalf of CRP; and that such allegations are true as stated.



David C. Dillon, Attorney for
Chicago Rail & Port, LLC

SUBSCRIBED AND SWORN to before
me this 12th day of June, 2017.



Notary Public



THIS AGREEMENT CONTAINS AN AUTOMATIC RENEWAL PROVISION

OPERATING AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of June, 2017, between SOUTH CHICAGO PROPERTY DEVELOPMENT, LLC (SCPD); AND CHICAGO RAIL & PORT, LLC (CR&P).

WITNESSETH:

WHEREAS, CR&P has acquired by Access Agreement from SCPM approximately 3,797 feet of right-of-way and trackage located at SCPD's Chicago Transload Facility, in Chicago, Illinois, more particularly described in Appendix 1-A and depicted on Appendix 1-B attached hereto ("the Chicago Transload Facility trackage"); and

WHEREAS, CR&P desires to operate and maintain the Chicago Transload Facility trackage for the provision of rail service in the name of, and in behalf of, CR&P; and

WHEREAS, CR&P is agreeable to such operation and maintenance upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein the parties hereto agree as follows:

ARTICLE ONE

GRANT OF RIGHT TO OPERATE AND MAINTAIN THE CHICAGO TRANSLOAD FACILITY TRACKAGE

Subject to the terms and conditions provided in the Access Agreement between CR&P and SCPD, (i) SCPD hereby grants to CR&P the right to operate its trains, locomotives, cars, and equipment with its crews over the Chicago Transload Facility trackage for the purpose of providing

rail service to shippers and receivers located on such lines and to transport shipments by rail over such lines, and to maintain the Chicago Transload Facility trackage, and (ii) CR&P agrees to operate and maintain the ChicagoTransload Facility trackage. CR&P reserves the right to operate trains, locomotives, cars, and equipment on an as-needed basis, using a leased locomotive or a substitute, using its own personnel. CR&P will perform all necessary freight car switching at the ChicagoTransload Facility and will operate all freight car loading and unloading facilities. CR&P is also granted the right to coordinate the conduct of railcar switching and movement of freight cars on the subject site with the Indiana Harbor Belt Railroad.

ARTICLE TWO

TERM; TERMINATION

Section 2.01 Term. Subject to earlier termination as provided herein, the term of this Agreement shall be one year from the date of this Agreement shown above; provided, however, that this Agreement will be renewed automatically for additional one year periods unless, no later than 60 days before its expiration, either SCPD or CR&P provides written notice to the other party of its intent not to renew this agreement.

SCPD may terminate this Agreement upon ten (10) calendar days written notice if by any reason most of the circulating shares in CR&P with right to a vote are no longer property of SCPD, or its parent or affiliated companies, or if any shares in CR&P are owned, directly or indirectly, by a competitor of SCPD.

Section 2.02 Termination For Default. Either party may terminate this Agreement by written notice if the other party fails to perform any obligation required of it hereunder and fails to remedy such default within thirty (30) days after receipt of written notice of such default.

Section 2.03 Termination for Bankruptcy, Etc. Either party may immediately terminate this Agreement by written notice if the other party enters into or is placed in bankruptcy or receivership or is nationalized, become insolvent, or makes an assignment for the benefit of its creditors.

ARTICLE THREE

SCOPE OF OPERATIONS AND MAINTENANCE AND COMPENSATION THEREFORE

The scope of operations and maintenance and the agreed compensation therefore are contained in Appendix 2 attached hereto. The parties may amend Appendix 2 from time to time by executing an amended scope of operations and maintenance and compensation.

ARTICLE FOUR

GOVERNMENT APPROVAL, ETC.

CR&P at its own expense shall obtain any and all governmental approvals, authorizations, permits, licenses, and exemptions that may be required for its operation and maintenance of the Chicago Transload Facility trackage, and for the direct operation of locomotives and switching operations thereon.

ARTICLE FIVE

INSURANCE

CR&P shall be required to obtain and keep in force a commercial general liability insurance policy covering CR&P's operation and maintenance of the Chicago Transload Facility trackage, including public liability, personal injury, property damage, and contractual liability with per occurrence and aggregate limits of not less than \$2 million. SCPD shall be named as an additional insured in such policy. Upon reasonable request, CR&P shall make such policy available for inspection and review by SCPD.

ARTICLE SIX

MANAGEMENT AND OPERATIONS

CR&P shall comply with the provisions of the Federal Safety Appliance Act, as amended, and all other federal, state, and local laws, regulations and rules respecting (i) the operations and maintenance of the Chicago Transload Facility trackage, (ii) the operation, condition, inspection and safety of CR&P's trains, locomotives, cars, and equipment while such trains, locomotives, cars, and equipment are being operated over the Chicago Transload Facility trackage. CR&P shall indemnify, protect, defend, and save harmless SCPD and its officers, agents and employees from and against all fines, penalties and liabilities imposed upon CR&P or its officers, agents and employees under such laws, rules and regulations by any public authority or court having jurisdiction in the premises, when attributable in any manner to the failure of CR&P to comply with its obligations under this article.

ARTICLE SEVEN

LIABILITY AND INDEMNITY

Whenever any loss of, damage to, or destruction of any property whatsoever, or injury or death of any person or persons whomsoever, occurs with the trains, locomotives, cars, or equipment of, or in the account of CR&P, CR&P shall assume all liability therefore, and shall forever protect, defend, indemnify and save harmless SCPD and its officers, agents and employees from and against any such liability, cost and expense, except if such loss, damage, injury or death was caused by SCPD.

ARTICLE EIGHT

ENVIRONMENTAL CONDITIONS

SCPD shall indemnify CR&P for any and all Losses resulting from environmental conditions existing on the Chicago Transload Facility trackage as of the commencement of operations by CR&P. CR&P shall indemnify SCPD for any and all Losses resulting from environmental conditions occurring or arising on the Chicago Transload Facility trackage during the term of this Agreement except to the extent caused by the act or omission of SCPD.

ARTICLE NINE

THIRD PARTY CLAIMS RELATING TO OWNERSHIP OPERATION

CR&P shall not cause any lien, claim, or encumbrance to be placed against the Chicago Transload Facility trackage. If any such lien, claim or encumbrance shall be filed or placed against the Chicago Transload Facility trackage or any part thereof, CR&P agrees to discharge the same within 30 days after CR&P has notice thereof. If CR&P fails to do so, SCPD shall have the right (but not the obligation) to pay or discharge any such liens, claims or encumbrances without inquiry as to their validity and any amount so paid, including interest, fees, charges, and expenses, shall be paid by CR&P to SCPD, as applicable.

ARTICLE TEN

FINANCIAL STATEMENTS

If SCPD shall so request, CR&P shall be required on a quarterly basis to provide statements reflecting its financial condition, such as a balance sheet and profit-loss statement.

ARTICLE ELEVEN
CONFIDENTIALITY

CR&P will keep secret and confidential at all times and will not disclose, divulge, or communicate any confidential or proprietary information provided by SCPD hereunder, in any manner, directly or indirectly, to any third party, except as permitted by this Agreement, and except where that information:

- (a) is or later become publicly known under circumstances involving no breach of this Agreement by CR&P;
- (b) was already known to CR&P at the time it was received from SCPD, not under an obligation of confidentiality, as evidenced by written documents in the possession of CR&P; or
- (c) is made available to CR&P by a third party without secrecy obligations and without breach of an obligation to SCPD.

CR&P may disclose confidential information only to those of its directors, officers, and employees who legitimately require it for the purposes permitted by this Agreement, and will use its best efforts to prevent any unauthorized disclosure by them.

Notwithstanding the termination of this Agreement, the obligations of CR&P under this Section 11 shall continue in force for ten (10) years after termination.

ARTICLE TWELVE
REAL PROPERTY TAXATION

CR&P agrees to file Illinois Department of Revenue Railroad Property Tax Forms (including but not limited to Illinois Department of Revenue forms, PTAX 500 through 513 and 520A through 523, and 537), listing the Chicago Transload Facility property as “railroad operating property” as

defined in the applicable Illinois statutes. CR&P shall pay the resulting property taxes or immediately fully reimburse SCPD if SCPD pays such taxes.

ARTICLE THIRTEEN

AMENDMENTS

This Agreement represents the entire understanding between the parties and supersedes and replaces any and all prior agreements between the parties relating to the subject matter hereof. This Agreement may not be amended except by a written instrument signed on behalf of each party by its authorized representatives.

ARTICLE FOURTEEN

ASSIGNMENT

Neither party may assign this Agreement without the prior written consent of the other, except that SCPD may assign this Agreement to any entity which succeeds, by sale, merger, acquisition, transfer, or otherwise, to all or substantially all of its assets or business at its Chicago Transload Facility.

ARTICLE FIFTEEN

MISCELLANEOUS

Section 15.01 Any notices, requests, or other communications hereunder shall be in writing and shall be deemed to have been duly given when made upon a party by personal service at any place where they may be found or by mailing such notices, requests, or communications by certified mail, postage prepaid and return receipt requested, or by nationally recognized courier, or by transmitting such notice by facsimile, in each case to the following addresses or facsimile numbers, as the case may be:

(a) If to SCPD: Kevin Dunning / David Zenere
700 E. Joe Orr Road
Chicago Heights, IL 60411
708-758-5800
Fax: 708-758-1871

(b) If to CR&P: Austin Zenere
3245 East 103rd Street
Chicago, Illinois 60617

Either party may provide changes in the above addresses to the other party by a notice given to the other party in this Section 15.01.

Section 15.02 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

Section 15.03. Severability. If any provision in this Agreement shall for any reason be determined to be invalid or unenforceable, the balance of such provision and the remaining provisions of this Agreement shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable provision had not been a part hereof.

Section 15.4 Titles. The title of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first above written.

South Chicago Property Development, LLC

By: _____
Authorized Representative

Chicago Rail & Port, LLC

By: _____
Authorized Representative



NORFOLK SOUTHERN RAILWAY COMPANY Real Estate Department		
STATION	Milepost RU-1.00	
LOCATION	Chicago, Cook County, IL	
TENANT	South Chicago Property Development, LLC	
AREA	1.11 ± Acres	
VS / Map No.	Val Sect. 25B / Map No. 1	Val Sect. 25B / Map No. 2
DRAWING NO.	1221128	Sheet 1 of 1 Exhibit "A"
DATE	November 2, 2016	Drawn By: AMV

APPENDIX 2

SCOPE OF WORK

SOUTH CHICAGO PROPERTY DEVELOPMENT (SCPD) and CHICAGO RAIL & PORT (CRP) hereby agree to the following scope of work in accordance with Article Three of the Operating Agreement between them made and entered into as of June 1, 2017.

A. Operation

Chicago Rail & Port, LLC will furnish a properly trained and qualified locomotive engineer and railroad switchman (collectively, operating crew) to provide railroad switching service at the Chicago Transloading Facility, Chicago, Illinois (work site). It is expected that the operating crew will work eight hours a day, Monday through Friday (full time) or as required. If such railroad switching service does not occupy that number of hours of operation on any day, the operating crew shall utilize the remaining hours of any such day doing one or more of the following activities: (1) hand check track gauge within all tracks and turnouts; (2) clean and lubricate moving parts of all switches; (3) hand check bolts within switch and track area; (4) perform other railroad-related projects as needed. At the reasonable request of OT from time to time, the operating crew will work a greater number of hours per day than the numbers identified above.

CRP will furnish a locomotive capable of performing the railroad switching service identified above. CRP will maintain that locomotive in such manner that it is in condition adequate to perform the rail switching service identified above. CRP will provide for use by operating crew: (1) a contractor vehicle with small tools and a generator; and (2) a set of hand radios.

B. Maintenance

The operating crew will perform light track maintenance and daily inspection of the trackage at the work site. CRP will provide sufficient properly trained and qualified maintenance personnel to perform other maintenance activity, as needed (collectively, maintenance crew). The number of persons in a maintenance crew will vary depending on the maintenance work to be done. However, in most cases, a maintenance crew will consist of four persons. CRP will provide equipment and tools as required for maintenance activity.