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**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



*Victoria F. Sheehan*  
**Commissioner**

*William Cass, P.E.*  
**Assistant Commissioner**

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

Bureau of Rail & Transit  
May 1, 2018

**REQUESTED ACTION**

Pursuant to RSA 228:39, authorize the Department of Transportation to enter into a Bridge Contract with the State of Maine and the Boston and Maine Corporation's Springfield Terminal Railway Company to provide for the restoration of rail connection between Portsmouth and Kittery over the new Sarah Mildred Long Bridge by detailing ownership and maintenance and operational responsibilities effective upon Governor and Council approval until terminated in accordance with the terms of the Contract.

**EXPLANATION**

The Department is required by RSA 228:39 to enter into a Contract with an adjoining State, with the approval of Governor and Executive Council, before undertaking a joint project with that State. This Contract sets forth the obligations for the ownership and maintenance and operational responsibilities of the railroad-related components of the new/replacement Sarah Mildred Long Bridge. This Contract delineates ownership between Maine DOT and NHDOT and details maintenance and operational responsibilities between both state DOTs and the Boston and Maine Corporation's Springfield Terminal Railway Company, the railroad operator authorized under the authority of the US Surface Transportation Board to operate on the railroad line. It should be noted that there will be a separate Contract between NHDOT and Maine DOT relative to the maintenance and operation of the Sarah Mildred Long Bridge and that will be submitted as a separate item to the Governor and Executive Council for approval.

This Contract will allow the parties to work cooperatively together to restore rail service across the new/replacement Sarah Mildred Long Bridge to the Portsmouth Naval Shipyard located in Kittery, Maine. This Contract will also provide detailed operational protocols for railroad and bridge personnel to ensure safety to both the roadway and railroad users.

This Contract has been approved by the Attorney General as to form and execution. Copies of the fully-executed Contract are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given for this three-party Bridge Contract, as outlined above.

Sincerely,

*Victoria F. Sheehan*  
Victoria F. Sheehan  
Commissioner

Attachments

## BRIDGE AGREEMENT

This Bridge Agreement (this "Agreement"), dated as of 4/24, 2018, is by and among Boston and Maine Corporation ("BMC"), Springfield Terminal Railway Company ("STR") (BMC and STR being referred to in this Agreement collectively as the "Railroad"), the State of New Hampshire, by and through its Department of Transportation ("NH DOT"), and the State of Maine, by and through its Department of Transportation ("MaineDOT").

### 1. Introduction.

(a) The Old Bridge and the 1939 Agreement. The Sarah Mildred Long Bridge, which opened in 1940 and is referred to in this Agreement as the "Old Bridge," formerly spanned the Piscataqua River and connected Portsmouth, New Hampshire ("Portsmouth") and Kittery, Maine ("Kittery"). The Old Bridge included railroad tracks that were the subject of an agreement dated February 1, 1939, by and between the Maine-New Hampshire Interstate Bridge Authority and Boston and Maine Railroad (the "1939 Agreement"). The Old Bridge went out of service in August 2016 and has since been removed.

(b) Successors in Interest. NH DOT is the successor in interest to the Maine-New Hampshire Interstate Bridge Authority as to the portion of the Old Bridge that was located in New Hampshire, and MaineDOT is the successor in interest to the Maine-New Hampshire Interstate Bridge Authority as to the portion of the Old Bridge that was located in Maine. The Railroad is the successor in interest to Boston and Maine Railroad.

(c) The New Bridge. NH DOT and MaineDOT are replacing the Old Bridge with another bridge (the "New Bridge"), which is being constructed a short distance upstream from where the Old Bridge was located. The New Bridge will include railroad tracks that, together with the approaches to the New Bridge, will restore the rail connection between Portsmouth and Kittery that was severed when the Old Bridge went out of service. One important characteristic of the New Bridge is that its central span (the "Lift Span") is a movable, "hybrid" span. In its normal operating (i.e. "resting") position, the Lift Span is at its middle level, allowing motor vehicles to cross the New Bridge. The Lift Span is raised to allow the passage of tall vessels under the New Bridge, and the Lift Span is lowered to railroad track level to allow trains to cross the New Bridge.

(d) The Navy Yard Service. For many years before the Old Bridge went out of service, the only rail service that operated over the Old Bridge was the Railroad's freight rail service to and from the Portsmouth Naval Shipyard in Kittery (the "Navy Yard"). This service (the "Navy Yard Service") operated approximately two times per year.

(e) Purpose of Agreement. The parties wish to provide for the restoration of the rail connection between Portsmouth and Kittery, over the New Bridge, so that the Railroad can continue to operate the Navy Yard Service. The purpose of this Agreement in regard to the New Bridge is similar to the purpose of the 1939 Agreement in regard to the Old Bridge.

2. Track Segments; Connecting Switch.

(a) NH DOT Track Segments. In this Agreement, the "NH DOT Track Segments" are (i) the track segments in Portsmouth on the approach to the New Bridge, and (ii) the track segment on the portion of the New Bridge that is located in New Hampshire. The NH DOT Track Segments are depicted in Exhibit A. The NH DOT Track Segments will be constructed at no cost to the Railroad and will be owned by NH DOT, and neither the Railroad nor MaineDOT will have any property interest in these track segments or in the rail or other trackage improvements thereon. NH DOT will not permit any obstruction of any kind on the NH DOT Track Segments within the distances shown by the lines on the clearance diagram depicted in Exhibit B without first notifying the Railroad's Principal Engineering Officer. NH DOT will remove any such obstructions prior to the operation of any train over the NH DOT Track Segments.

(b) MaineDOT Track Segments. In this Agreement, the "MaineDOT Track Segments" are (i) the track segment in Kittery on the approach to the New Bridge, and (ii) the track segment on the portion of the New Bridge that is located in Maine. The MaineDOT Track Segments are depicted in Exhibit C. The MaineDOT Track Segments will be constructed at no cost to the Railroad and will be owned by MaineDOT, and neither the Railroad nor NH DOT will have any property interest in these tracks segments or in the rail or other trackage improvements thereon. MaineDOT will not permit any obstruction of any kind on the MaineDOT Track Segments within the distances shown by the lines on the clearance diagram depicted in Exhibit B without first notifying the Railroad's Principal Engineering Officer. MaineDOT will remove any such obstructions prior to the operation of any train over the MaineDOT Track Segments.

(c) Switch Connecting Newington Industrial Track to Approach to New Bridge. In this Agreement, the "Connecting Switch" is the switch in Portsmouth that connects the Railroad's Newington Industrial Track with the approach to the New Bridge.

3. Operation of Navy Yard Service; Abandonment/Discontinuance.

(a) Operation of Navy Yard Service. The Railroad has the right to use the NH DOT Track Segments and the MaineDOT Track Segments to operate the Navy Yard Service for the Naval Facilities Engineering Command in accordance with the terms and conditions of this Agreement. In the event the Railroad wishes to use the NH DOT Track Segments and the MaineDOT Track Segments to serve other shippers, a new agreement between the parties for the operation of that service will be required. If, in order to fulfill its common carrier obligations, the Railroad must serve such other

shippers while negotiations to develop a new agreement are pending, the Railroad may do so, subject to reasonable time of day restrictions determined by NH DOT and MaineDOT to minimize vehicular traffic disruption.

(b) Abandonment/Discontinuance. This Agreement does not preclude the Railroad from seeking and exercising authority to abandon or discontinue its common carrier obligation between the Connecting Switch and the Navy Yard. If the Railroad seeks such abandonment/discontinuance authority, NH DOT and MaineDOT, in the exercise of their discretion under the facts and circumstances existing at the time, may either support, oppose, or take no position regarding the Railroad's request for such authority.

4. Control and Dispatching.

(a) Control and Dispatching. The Railroad, at the Railroad's cost, will control all trains on, and will dispatch all trains through, the NH DOT Track Segments and the MaineDOT Track Segments. Because it is necessary to lower the Lift Span to railroad track level to allow trains to cross the New Bridge, there will be no movement of trains across the New Bridge except in compliance with the Operational and Maintenance Protocol set forth in Exhibit D.

5. Maintenance and Operations; Lift Mechanism; Insurance; Indemnification.

(a) Maintenance Responsibility for Connecting Switch. The Railroad will be responsible, at the Railroad's sole expense, for maintaining the Connecting Switch to the FRA Track Safety Standards cited in subsection (b) below, if applicable.

(b) Maintenance Responsibility for NH DOT Track Segments and MaineDOT Track Segments. After the Railroad is notified of the need to operate the Navy Yard Service, the Railroad will inspect the NH DOT Track Segments and the MaineDOT Track Segments sufficiently in advance of the operation of the Navy Yard Service to determine compliance with the FRA Track Safety Standards prescribed in 49 C.F.R. Part 213 (the "TSS"). If the Railroad determines that maintenance or renewal work is necessary to bring those track segments to FRA Class 1 standards, the Railroad will provide NH DOT and MaineDOT with: (a) those sections of the TSS with which the track segments do not comply, and (b) the scope of work required to bring the track segments into compliance with the TSS. An FRA-qualified state inspector will review the scope of work provided by the Railroad and approve it unless the inspector can identify why the track segments are in compliance with the TSS for Class 1 track. Upon approval by the state inspector, NH DOT and MaineDOT, at their expense, will procure a third-party contractor to perform the work as far in advance of the scheduled operations as is feasible. After the work has been performed, the Railroad will re-inspect the NH DOT Track Segments and the MaineDOT Track Segments to confirm that those track segments meet FRA Class 1 standards.

(c) Entry onto NH DOT Track Segments and MaineDOT Track Segments. The Railroad may enter onto the NH DOT Track Segments and the MaineDOT Track Segments as the Railroad may deem necessary or convenient, with employees, agents, or representatives, machinery, vehicles, or equipment, for the purpose of inspecting these track segments, and for the purpose of clearing any derailments or wrecks on these track segments of trains operated by the Railroad; provided, however, that any such entry will be in compliance with the Operational and Maintenance Protocol set forth in Exhibit D.

(d) Disabled Trains. If by reason of any mechanical failure or any other cause not resulting from an accident or derailment, a train or locomotive anywhere on the NH DOT Track Segments or the MaineDOT Track Segments becomes stalled and unable to proceed under its own power, or if a crippled or otherwise defective car (or cars) is separated from a train anywhere on these track segments, then the Railroad, at the Railroad's cost, promptly will furnish such motive power and/or other assistance as may be necessary to haul, help, or push such trains, locomotives, and/or cars off of, or to otherwise properly remove such disabled equipment from, these track segments. If it becomes necessary to make repairs to or to adjust or transfer the lading of such crippled or defective cars in order to move them from these track segments, such work will be undertaken by the Railroad (or by one or more contractors procured by the Railroad) at the Railroad's cost.

(e) Clearing Wrecks. In the event of an accident, derailment, or wreck anywhere on the NH DOT Track Segments or the MaineDOT Track Segments, (i) the Railroad promptly will notify NH DOT and MaineDOT, and (ii) the Railroad, at the Railroad's cost, promptly will provide all necessary re-railing and/or wrecking train services, including (without limitation) the removal of damaged locomotives and/or cars, and promptly will repair and restore the road bed, the New Bridge, track, signals, communication systems, and all other structures and facilities affected by such accident, derailment, or wreck. In the event that the Railroad does not undertake or complete such activities within a reasonable time, NH DOT and/or MaineDOT may do so, in which case the Railroad will reimburse NH DOT and/ or MaineDOT (as the case may be) for all reasonable and necessary costs incurred in connection with such activities.

(f) Lift Mechanism. The Railroad is not responsible for, and will have no involvement in, the operation or maintenance of the mechanism that raises and lowers the Lift Span and will have no duty to provide rail service over the NH DOT Track Segments or the MaineDOT Track Segments in the event of a failure of the Lift Span to operate properly. NH DOT and MaineDOT anticipate entering into a separate agreement regarding the operation and maintenance of the New Bridge that provides (in part) that NH DOT will operate and maintain the lift mechanism. So long as NH DOT and its employees exercise due care and diligence and act in conformity with established procedures for operating the lift mechanism, NH DOT will be in no way

liable for interruptions or delay in the flow of railroad traffic caused by operation (or failure of operation) of the lift mechanism.

(g) Insurance. The Railroad will purchase and maintain Railroad Liability and Contractual Liability Insurance, with the State of New Hampshire and the State of Maine named as additional insureds, (i) with limits no less than three million dollars (\$3,000,000), or five million dollars (\$5,000,000) if hazardous materials are shipped, per occurrence, and (ii) with a maximum deductible no more than twenty-five thousand dollars (\$25,000). Provided, however, that the Railroad shall be entitled to continue to maintain a self-insurance program up to three million dollars (\$3,000,000.00) in lieu of a maximum deductible of twenty-five thousand dollars (\$25,000.00). The Railroad will furnish to NH DOT and MaineDOT certificates of such insurance. The Railroad also will furnish to NH DOT and MaineDOT certificates of insurance for all renewals of such insurance no later than thirty (30) days prior to the expiration date of each insurance policy.

(h) Indemnification. The Railroad will defend, indemnify, and hold harmless NH DOT and MaineDOT from and against any and all losses suffered by NH DOT and MaineDOT, and any and all claims, liabilities, or penalties asserted against NH DOT and MaineDOT, by or on behalf of any person, on account of, based on, resulting from, or arising out of (or which may be claimed to arise out of) the acts or omissions of the Railroad. Notwithstanding the foregoing, nothing herein contained will be deemed to constitute a waiver of the sovereign immunity of either the State of New Hampshire or the State of Maine, each of which is hereby reserved to the respective State. This covenant will survive the termination of this Agreement.

6. Termination of 1939 Agreement; Disposition of Materials.

(a) Termination of 1939 Agreement. The parties hereby confirm that the 1939 Agreement terminated with the closure and removal of the Old Bridge and is of no further force or effect.

(b) Disposition of Materials. The Railroad hereby confirms that it has released (i) to NH DOT all of the Railroad's right, title, and interest in the rail and other trackage improvements on the portion of the Old Bridge that is/was located in New Hampshire, and (ii) to MaineDOT all of the Railroad's right, title, and interest in the rail and other trackage improvements on the portion of the Old Bridge that is/was located in Maine. These materials have been or will be used, as appropriate based on their condition, to construct the rail infrastructure on the New Bridge and on the respective approaches to the New Bridge. All such materials so used will be owned by NH DOT if located in New Hampshire and will be owned by MaineDOT if located in Maine.

7. Term and Termination.

(a) Term. Unless previously terminated by a written termination agreement executed by all parties to this Agreement, and except as provided in subsection (b) below, this Agreement will remain in full force and effect so long as the New Bridge is in existence. This Agreement will be of no force or effect with respect to any future replacement of the New Bridge.

(b) Termination on Receipt of Abandonment Authority. If the Railroad obtains and exercises authority to abandon its common carrier obligation between the Connecting Switch and the Navy Yard, this Agreement thereupon will terminate; provided, however, that any such termination will be prospective only and will not relieve any party of any obligation arising under this Agreement prior to termination.

#### 8. Assignment.

(a) Assignment. If another rail carrier becomes the operator of common carrier freight rail service between the Connecting Switch and the Navy Yard, the Railroad will assign this Agreement to that operator, which thereupon will assume this Agreement. Any subsequent change of operators will be accompanied by an assignment of this Agreement to, and an assumption of this Agreement by, the new operator, the intent of the parties being that this Agreement will be binding on the then-current operator. No other assignment of this Agreement is permitted.

#### 9. Miscellaneous.

(a) Entire Agreement. This Agreement, including the exhibits to this Agreement, (i) constitutes the entire agreement by and among the parties relating to railroad operations over the New Bridge, (ii) supersedes all prior oral or written agreements, understandings, and courses of dealing between any of the parties relating to railroad operations over the New Bridge, and (iii) is subject to no understandings, conditions, or representations other than those expressly stated in this Agreement.

(b) Amendment. This Agreement may only be amended or modified by a writing signed by all of the parties which refers to this Agreement.

(c) No Waiver. No delay or omission on the part of any party to this Agreement in exercising any of its rights under this Agreement will constitute a waiver of such right or any other right under this Agreement, and no waiver of any such right on one occasion will be construed as a waiver of it on any other occasion.

(d) Choice of Law. To the extent not governed by federal law, (i) the respective rights and obligations of the parties under this Agreement with respect to the NH DOT Track Segments will be governed by New Hampshire law (without regard to conflicts-of-law principles that would require the application of any other law), and (ii) the respective rights and obligations of the parties under this Agreement with respect to

the MaineDOT Track Segments will be governed by Maine law (without regard to conflicts-of-law principles that would require the application of any other law).

(e) Execution; No Third-Party Beneficiary. This Agreement (i) may be executed in any number of counterparts, each of which when executed by all parties to this Agreement will be deemed to be an original, and all of which taken together will constitute one and the same instrument, (ii) will take effect as a sealed instrument, (iii) will bind and inure to the benefit of the parties and their respective successors and permitted assigns, and (iv) is not intended to inure to the benefit of any third party.

(f) Notices. Any notice or other communication in connection with this Agreement must be in writing. Such notices will be delivered by certified mail or by overnight delivery to the addresses set forth below:

To the Railroad:

Boston and Maine Corporation  
Springfield Terminal Railway Company  
c/o Pan Am Railways, Inc.  
Iron Horse Park  
North Billerica, Massachusetts 01862

To NH DOT:

Shelley Winters, Administrator  
Bureau of Rail and Transit  
New Hampshire Department of Transportation  
P.O. Box 483  
Concord, New Hampshire 03302-0483

To MaineDOT:

Chief Counsel  
Maine Department of Transportation  
16 State House Station  
Augusta, Maine 04333-0016

[SIGNATURE PAGE FOLLOWS]

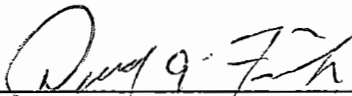


IN WITNESS WHEREOF, the parties have secured all necessary approvals required by their respective governing bodies, as applicable, and have caused this Agreement to be executed by their duly authorized representatives in multiple original counterparts.

BOSTON AND MAINE CORPORATION  
SPRINGFIELD TERMINAL RAILWAY COMPANY

Attest:

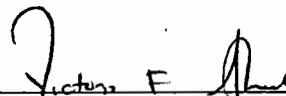
By: \_\_\_\_\_

By:   
Print Name: David A. Fink  
Print Title: President  
Duly Authorized

STATE OF NEW HAMPSHIRE  
Department of Transportation

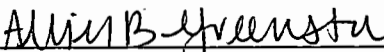
Attest:

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

By:   
Print Name: VICTORIA F SHEEHAN  
Print Title: COMMISSIONER  
Duly Authorized

Attest:


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

By:   
Print Name: Allison Greenstein  
Print Title: Attorney  
Duly Authorized

STATE OF MAINE  
Department of Transportation

Attest:

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

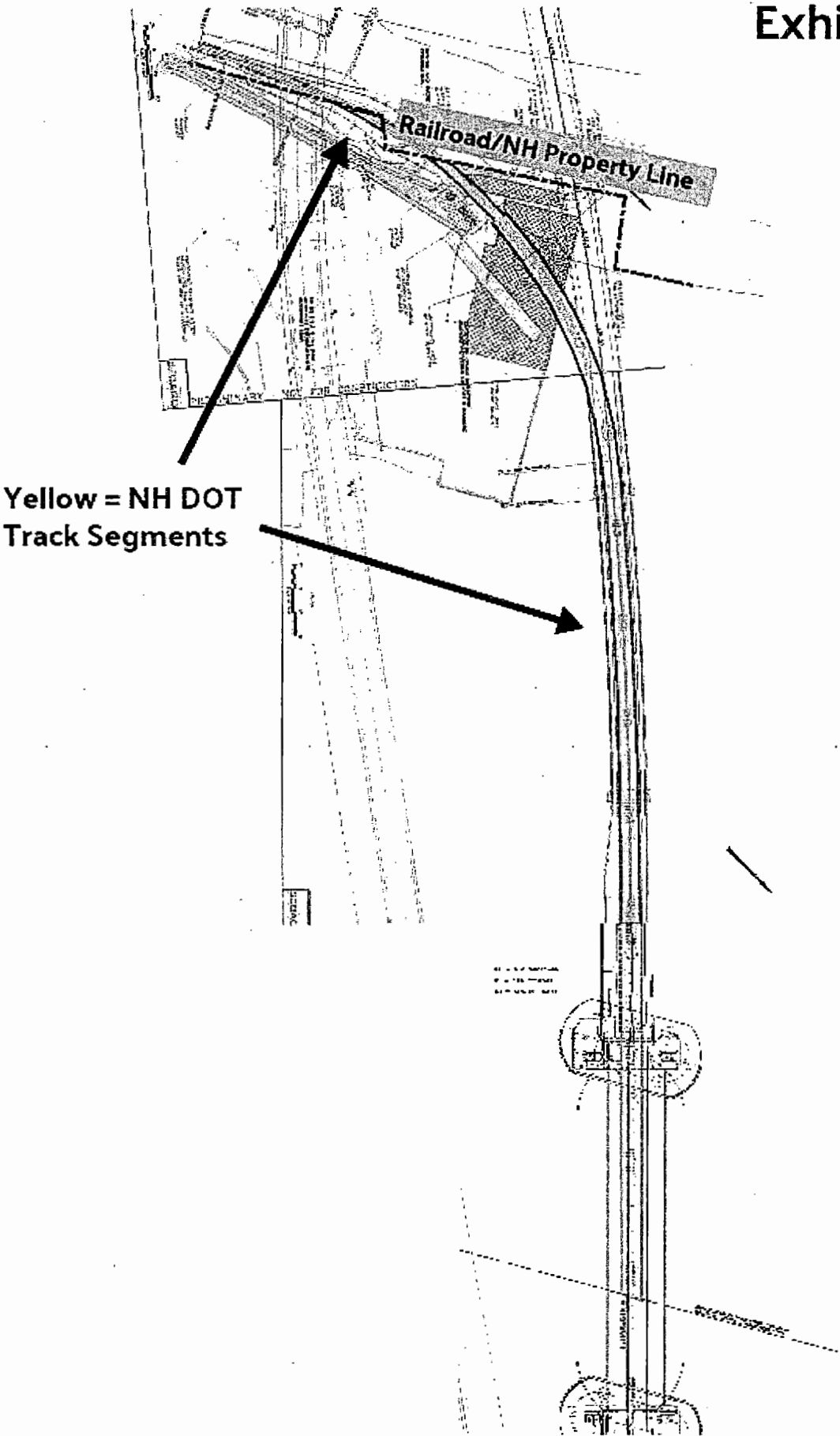
By:   
Print Name: David Bernhardt  
Print Title: Commissioner  
Duly Authorized

**EXHIBIT A  
TO  
BRIDGE AGREEMENT**

Plan Depicting NH DOT Track Segments

[PLAN FOLLOWS THIS COVER SHEET]

Exhibit A



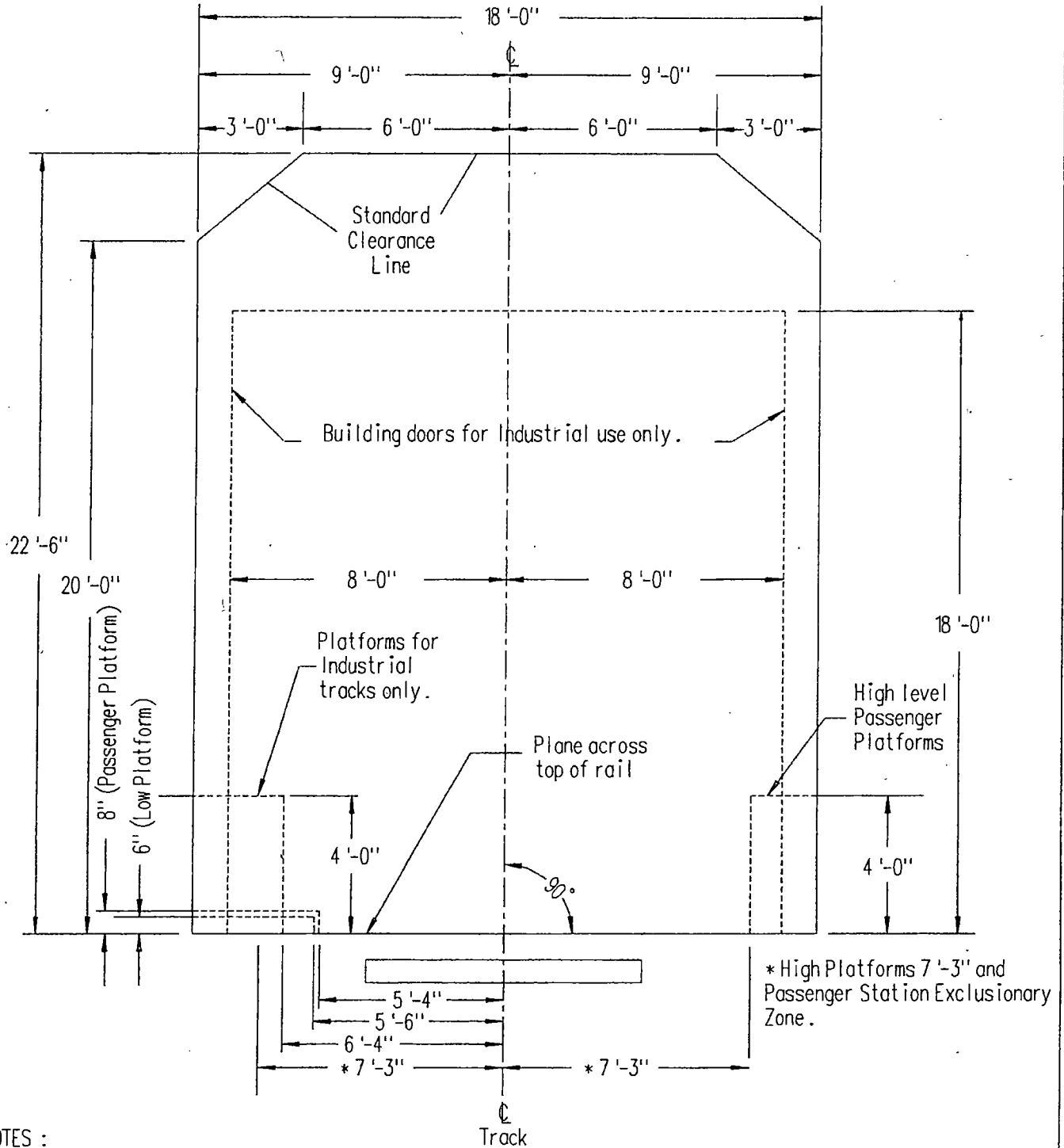
**EXHIBIT B  
TO  
BRIDGE AGREEMENT**

Clearance Diagram

[CLEARANCE DIAGRAM FOLLOWS THIS COVER SHEET]

GUILFORD RAIL SYSTEM  
 STANDARD CLEARANCE DIAGRAM  
 SPRINGFIELD TERMINAL RAILWAY CO.  
 BOSTON AND MAINE CORPORATION  
 MAINE CENTRAL RAILROAD CO.  
 PORTLAND TERMINAL CO.

EXHIBIT B



NOTES :

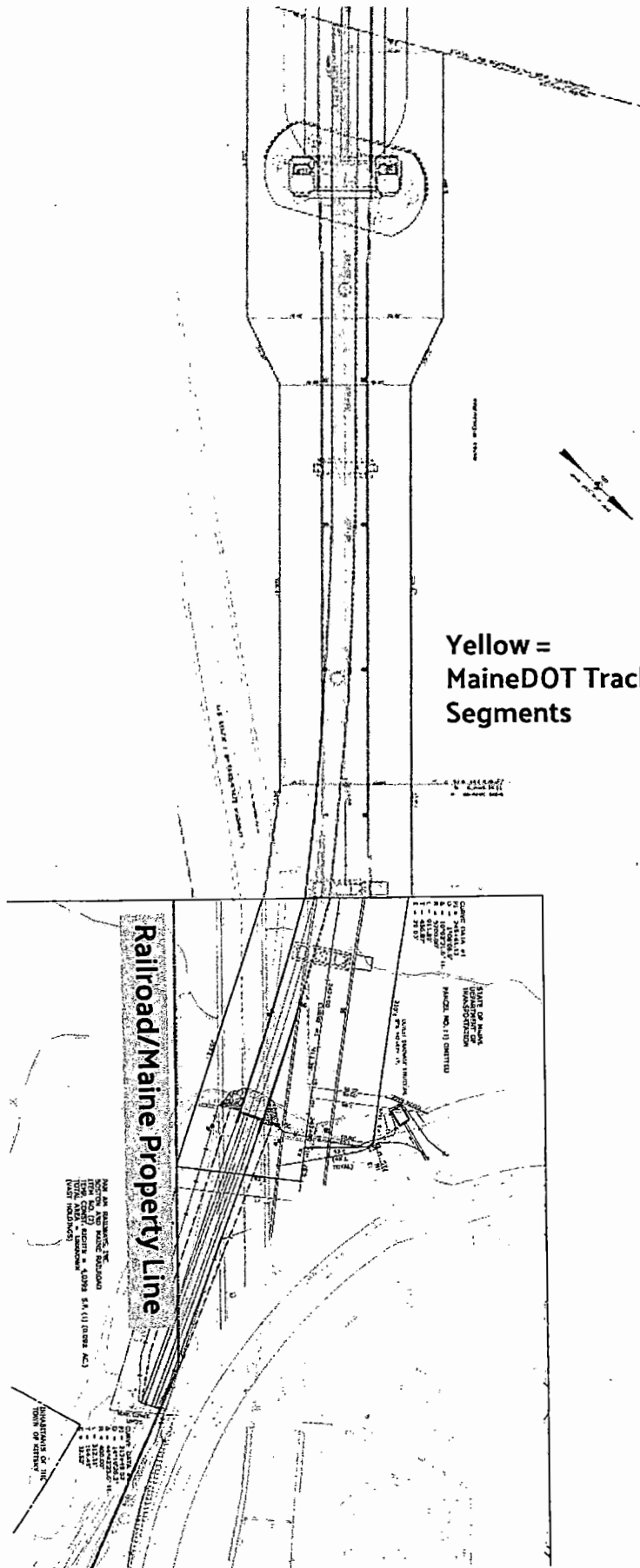
1. The clearances shown are to be used for all new work and where possible in remodeling existing structures.
2. No obstruction of any kind whatsoever, shall be permitted within the standard clearance line, unless expressly approved by the Vice President-Engineering.
3. Clearances shown are for tangent track, add 1" per degree for curved track.

**EXHIBIT C  
TO  
BRIDGE AGREEMENT**

Plan Depicting MaineDOT Track Segments

[PLAN FOLLOWS THIS COVER SHEET]

# Exhibit C



**EXHIBIT D  
TO  
BRIDGE AGREEMENT**

Operational and Maintenance Protocol

[OPERATIONAL AND MAINTENANCE PROTOCOL FOLLOWS THIS COVER SHEET]



**Sarah Mildred Long Bridge**

**Operational and Maintenance Protocol**

1. **Notice.**

(a) In those instances described below in which the Railroad is required to give written notice to MaineDOT and NH DOT (collectively, "DOT"), written notice shall be sent to:

Portsmouth Bridge Superintendent  
10 Ranger Way  
Portsmouth NH 03801

(b) In those instances described below in which the Railroad is required to give telephone notice to DOT, telephone notice shall be given to:

Portsmouth Bridge Superintendent – (603) 436-1099

(c) The Railroad shall provide written notice to DOT, received by DOT at least three (3) business days in advance, of each train passage over the bridge.

(d) The Railroad shall provide telephone notice to DOT, acknowledged by DOT at least two (2) business days in advance, of any entry onto the bridge for inspection, track work, or maintenance.

2. **Access by MaineDOT and NH DOT.**

MaineDOT and New Hampshire DOT shall have the right to access the tracks on and immediately adjacent to the bridge, without notice to the Railroad, whenever the bridge is not locked out for train passage.

3. **Inspection; Debris Removal; Chemical Use; Changes.**

(a) The Railroad shall be responsible for inspecting all track components and railroad appurtenances (including lift rails and transition devices (miter rails), as well as the rubber rail boots on the lift span) on the bridge and on the approaches to the bridge in accordance with 49 CFR § 213.235 (a) or (c).

(b) The Railroad shall be responsible for removing debris, sand, ice, and snow from the tracks on the bridge and on the approaches to the bridge to insure safe train movement.

(c) No chemicals shall be used on the bridge unless, prior to use, the Railroad has submitted a written request to DOT for, and DOT has given written approval of, such use.

(d) Any changes below the tie level on the approach spans of the bridge shall be approved by DOT prior to making changes. Requests for such changes shall be submitted in writing to DOT.

(e) All changes on the lift span require the prior written approval of DOT. Requests for such changes shall be submitted in writing to DOT.

4. Operation.

(a) Unless otherwise permitted by DOT, the lift span shall be lowered only to allow trains to pass over the bridge. Track maintenance on the lift span, track inspection on the lift span, and those activities described in Section 3(b) that take place on the lift span shall be performed while the lift span is at the roadway level, with the contractor or the Railroad (as the case may be) providing workzone traffic control in accordance with the Manual on Uniform Traffic Control Devices. The Railroad shall have the opportunity to lubricate and inspect the alignment of miter track connections during a test lowering of the lift span scheduled by the Bridge Operator within the three days prior to train passage.

(b) Trains shall be stopped at the security gates closest to the bridge prior to lowering and seating the lift span. A representative from the Railroad shall verify that the lift span is seated in the lowered position, inspect the miter track alignment, and then lock out the bridge lift controls using the lockout switch on the southeast tower at the railroad level. The representative shall then notify the train to cross and shall notify the Bridge Operator, using the intercom next to the lockout switch, that the bridge lift controls are locked out. Once the train has crossed, the representative shall unlock the bridge lift controls and shall notify the Bridge Operator, using the intercom, that the bridge lift controls are unlocked.

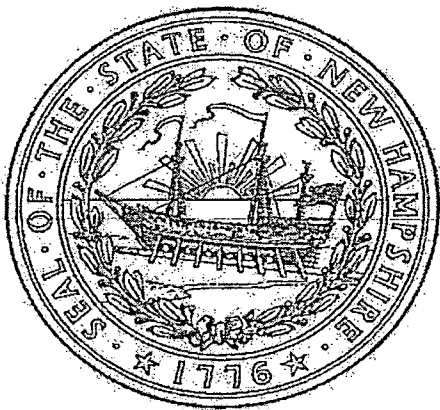
State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SPRINGFIELD TERMINAL RAILWAY CO. is a Vermont Profit Corporation registered to transact business in New Hampshire on August 11, 2000. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 3910

Certificate Number: 0004072139



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# State of New Hampshire

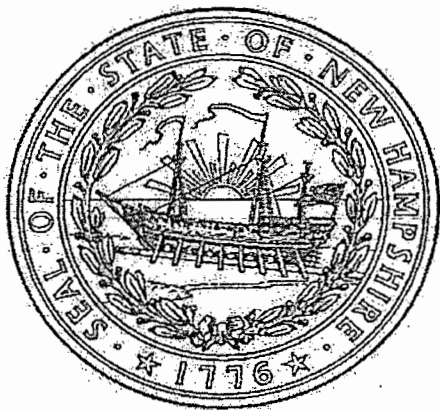
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BOSTON AND MAINE CORPORATION is a Delaware Profit Corporation registered to transact business in New Hampshire on September 22, 1964. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 518

Certificate Number: 0004072138



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

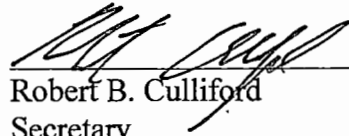
**BOSTON AND MAINE CORPORATION**

**Secretary's Certificate**

I, Robert B. Culliford, being the duly elected and presently serving Secretary of the Boston and Maine Corporation (the "Corporation") do hereby certify that David A. Fink is authorized to execute the Bridge Agreement between the Corporation and the State of Maine Department of Transportation and the State of New Hampshire Department of Transportation.

I further certify that such was in effect on March 26, 2018 and remains in full force and effect as of the date hereof.

**WITNESS** my hand and seal of the Corporation this 24<sup>th</sup> day of April, 2018.

  
\_\_\_\_\_  
Robert B. Culliford  
Secretary


**SPRINGFIELD TERMINAL RAILWAY COMPANY**

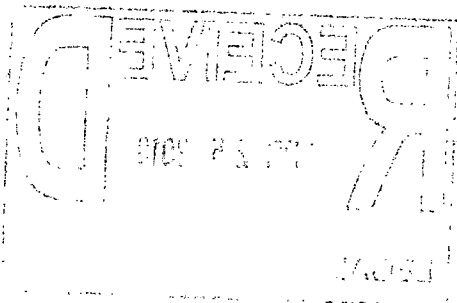
**Secretary's Certificate**

I, Robert B. Culliford, being the duly elected and presently serving Secretary of the Springfield Terminal Railway Company (the "Corporation") do hereby certify that David A. Fink is authorized to execute the Bridge Agreement between the Corporation and the State of Maine Department of Transportation and the State of New Hampshire Department of Transportation

I further certify that such authority was in effect on March 26, 2018 and remains in full force and effect as of the date hereof.

**WITNESS** my hand and seal of the Corporation this 24<sup>th</sup> day of April, 2018.

  
\_\_\_\_\_  
Robert B. Culliford  
Secretary





# PAN AM RAILWAYS

IRON HORSE PARK  
NO. BILLERICA, MA 01862

---

**LAW DEPARTMENT**  
**(978) 663-1126**

May 1, 2018

Patrick C. Herlihy  
Director of Aeronautics, Rail and Transit  
New Hampshire Department of Transportation  
PO Box 483, 7 Hazen Drive  
Concord, New Hampshire, 03302-0483

*Re: Pan Am Railways Self Insurance Program*

Dear Mr. Herlihy:

Pursuant to our Section 5(g) of the Bridge Agreement by and among the New Hampshire Department of Transportation ("NH DOT"), the Maine Department of Transportation ("MDOT") and the Boston and Maine Corporation/Springfield Terminal Railway Company ("Pan Am"), please accept this letter as confirmation that Pan Am maintains a three million dollar self-insurance program as part of its overall liability insurance portfolio. Should this change, Pan Am will provide NH DOT and MDOT with at least thirty days written notice. I trust that this is sufficient, but please feel free to contact me if you should have any questions or comments.

Sincerely,

Robert B. Culliford  
Senior Vice President  
& General Counsel

