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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 and Transit
December 11, 2019

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with the St. Lawrence & Atlantic Railroad Company, Auburn, ME (VC#166963) for an amount not to exceed \$900,000.00 for track improvements on its privately-owned short line railroad that runs through Northumberland, NH in Coos County, effective upon Governor & Council approval through June 30, 2022. 100% Capital General Funds.

Funding is available as follows:

	<u>FY 2020</u>
04-96-96-960030-1338	
Capital Projects	
034-500161 Coos County Rail	\$900,000.00
Improvements	

EXPLANATION

Pursuant to Chapter 146:1:XVI-D, Laws of 2019, the State appropriated \$900,000.00 of capital budget funds to support the St. Lawrence & Atlantic Railroad Company rehabilitation project and match equivalent railroad funds. This agreement is for the rehabilitation of 3.27 miles of track between Mile Post 122.45 and Mile Post 125.72 on the St. Lawrence & Atlantic Railroad in Northumberland in the County of Coos, State of New Hampshire.

This agreement will provide funding for the St. Lawrence & Atlantic Railroad to make improvements to over 23 miles of its 52.6-mile privately-owned short line railroad that runs between North Stratford and Shelburne, NH. Improvements to and rehabilitation of this line will continue to allow rail freight movement of multiple commodities and help provide safer operations and a safe increase in the volume of rail cars on the corridor. Major components of the project include track refurbishment, including rail replacements with over 34,600 feet of continuous welded rail, ballast work, and line resurfacing in Northumberland and Stratford to accommodate industry-standard 286,000-lb. rail cars and increase train speeds. The repairs and improvements will help bring this segment of track up to industry standards and allow competitive shipping between New Hampshire, Maine, Vermont and the rest of North America.

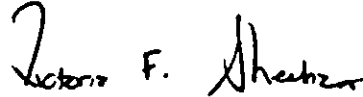
The total cost for this project is \$1,800,000.00. In addition to the State contribution of \$900,000.00, the St. Lawrence & Atlantic Railroad Company will provide matching funds for this project in the amount of \$900,000.00.

The Department of Transportation will administer these funds as authorized by RSA 228:66.

The Agreement has been approved by the Attorney General as to form and execution, and the Department verified that the necessary funds are available. Copies of the fully executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

We respectfully request your approval of this resolution.

Sincerely,

A handwritten signature in black ink that reads "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan
Commissioner

Attachments

**SPECIAL AGREEMENT
COOS RAIL IMPROVEMENTS 2020-2021**

**THE STATE OF NEW HAMPSHIRE
ST. LAWRENCE & ATLANTIC RAILROAD COMPANY**

**NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
BUREAU OF RAIL & TRANSIT
PO BOX 483, 7 HAZEN DRIVE
CONCORD, NH 03302-0483**

Effective upon the date of approval by Governor & Council, this Special Agreement ("Agreement") which is made and entered into between St. Lawrence & Atlantic Railroad Company (the "Grantee") and the State of New Hampshire (the "State") acting through and by its Department of Transportation Bureau of Rail & Transit.

Whereas, the Department of Transportation, Bureau of Rail & Transit, situated at 7 Hazen Drive, Concord NH 03301 (hereinafter referred to as the "NHDOT"), is the agency responsible for matters relating to rail service; and

Whereas, the St. Lawrence & Atlantic Railroad Company, a Delaware corporation (hereinafter the "Grantee"), owns and operates a railroad in and through Coos County, New Hampshire; and

Whereas, the Grantee has agreed to provide the required matching funds by means of cash, labor and materials toward the rehabilitation project; and

Whereas, pursuant to Chapter 19-146:1XVID, Laws of 2019, the State appropriated \$900,000 of capital budget funds to support the St. Lawrence & Atlantic Railroad Company rehabilitation project and match railroad funds for the rehabilitation of 34,600 feet of rail (3.27 miles of track) between MP 122.45 and 125.72 on the St Lawrence & Atlantic Railroad in the Town of Northumberland, County of Coos, State of New Hampshire; and

Subject to the provisions of Section 18, the parties to this Agreement acknowledge that the NHDOT and the State shall not acquire or gain any interest of ownership or otherwise in any of the Grantee's property, whether personal, real or otherwise.

Now, therefore, in consideration of the premises and the covenants and agreements hereinafter set forth, the NHDOT and the Grantee do hereby contract and agree:

1. AUTHORIZATION OF FUNDS

The NHDOT shall reimburse 50% of net project costs, not to exceed \$900,000, for the replacement of rail on the St. Lawrence & Atlantic Railroad Company rail line in Northumberland, NH in accordance with State and Federal requirements and the terms of this Agreement. Funding for the Project shall include \$900,000 of Grantee funds and \$900,000 of State Capital Budget funds, with the overall Project totaling \$1,800,000.

2. PROJECT DESCRIPTION

The project consists of the installation of new continuous welded rail on the main line of the St. Lawrence & Atlantic Railroad Company (SL&A) in the Town of Northumberland, Coos County, New Hampshire, including segments from:

- A. MP 122.45 to MP 125.72, Town of Northumberland

The work will be performed by or for the Grantee and accepted by the NHDOT for reimbursement with funds provided through the State of New Hampshire and as appropriated through Chapter 19-146:1XVID, Laws of 2019, State of New Hampshire.

3. DEFINITIONS

- A. Grantee – St. Lawrence & Atlantic Railroad Company.
- B. Grantee's Representative – The Grantee shall designate a person to coordinate and manage all Grantee responsibilities regarding the development of the Project.
- C. State – State of New Hampshire
- D. NHDOT – New Hampshire Department of Transportation (through the Bureau of Rail & Transit)
- E. Contracting Officer – Commissioner of NHDOT, or the person designated by the NHDOT to coordinate and manage all NHDOT responsibilities regarding the Project
- F. Federal Railroad Administration – Industry Regulations and Procedures, CFR Title 49 parts as applicable.
- G. Scope – The Grantee shall furnish all personnel, facilities, equipment, and other materials and services (except as otherwise specified herein) necessary to perform the approved Project, as set forth in **Exhibit A**, Narrative, St. Lawrence & Atlantic Railroad / New Hampshire State Capital Fund Project, **Exhibit B** St. Lawrence & Atlantic Railroad NH Rail Project Material & Labor Cost Estimate.
- H. Project Completion Date – June 30, 2022.
- I. Net Project Cost – Eligible project cost less revenue (Project Income, i.e. rail salvage value)
- J. Project Cost – The total estimated cost of the Project as defined in the Scope of Work, which is described in the Proposed Track Rehabilitation Budget (Exhibit B), is \$1,800,000 and includes \$900,000 of State Capital Budget funds and \$900,000 of St. Lawrence & Atlantic Railroad contributions. State reimbursement to the St. Lawrence & Atlantic Railroad under this Agreement shall not exceed \$900,000, which is State Capital Budget funds and represents 50% of net project costs.

4. CONTRIBUTION BY THE RAILROAD (GRANTEE)

The Grantee shall be responsible for the matching share (minimum 50% of Net Project Costs) of all eligible Project Costs as described in the NH Rail Project Material & Labor Cost Estimate (Exhibit B), attached. Also, the Grantee shall be fully responsible for all Project Costs deemed ineligible for State and NHDOT participation and for all Project Costs that exceed the maximum contribution of NHDOT to the Grantee, as stated above.

- A. The Grantee shall submit, for NHDOT approval, an acceptable line item budget containing an itemization of estimated Project Costs and a work plan and schedule describing how and when the Grantee intends to prosecute the Project work.
- B. The Grantee shall not perform or authorize any services or work under this Agreement without first receiving approval in writing from the NHDOT.

- C. **Change Order.** The Grantee may submit proposed revisions to the scope of work (Exhibit A) and project budget (Exhibit B) in writing to the NHDOT for review and approval. The Grantee shall not proceed with the revised work until directed to do so in writing by the NHDOT, but shall continue with all work unaffected by the proposed revision. Grantee agrees that as a result of any approved revisions or alterations to the scope of work (Exhibit A) and project budget (Exhibit B) State reimbursement to the St. Lawrence & Atlantic Railroad under this Agreement shall not exceed \$900,000. Any revisions under this section shall not require an amendment to this contract.
- D. The Grantee shall develop and prepare all necessary design plans, specifications, estimates and contract documents for the Project. The Grantee shall make all such plans, specifications, estimates and contract documents available to the NHDOT for review upon request.
- E. The Grantee shall obtain all permits and licenses necessary to construct the Project. Also, the Grantee shall be solely responsible to develop and prepare all environmental studies and reports necessary for the Project.
- F. The Grantee shall certify to NHDOT that it holds a legal interest to the property upon which the Project will be constructed or has obtained written authorization in the form of easements or licenses from the owners of the property upon which all or a portion of the Project will be constructed. Such title or easement or license shall remain with the Grantee for the term described below in Section 18, unless assignment or release of the lien specified in Section 18 is approved in writing from NHDOT.

5. REPORTING

The Grantee shall submit a detailed narrative report with each invoice detailing work and improvements including project limits by Mile Post (MP).

6. REIMBURSEMENT PROCEDURES

The Grantee shall submit an invoice to the NHDOT no less than quarterly for all claims for reimbursement of eligible Project costs incurred pursuant to the terms of this Agreement. Costs are incurred whenever work is performed, goods and services are received or a cash disbursement is made. All claims submitted for reimbursement within 60 days shall be submitted on the Grantee's billhead, reference NH Capital Budget funds, and shall contain the following:

- A. An itemized account of expenditures consistent with the approved line item budget required in Section 4.A. of this Agreement.
- B. Backup documentation and proof of payment to suppliers, tradesmen, materialmen and contractors shall be submitted with each invoice.
- C. A cumulative total of all costs incurred by budget line item; and
- D. A certification (signature on invoice or accompanying letter) from the General Manager, or designee, of the Grantee that all amounts so claimed for reimbursement are correct, due and not claimed previously and that all work for which such reimbursement is being claimed was performed in accordance with the terms of this Agreement.

7. GENERAL PROVISIONS

- A. Independent Capacity. The Grantee, its employees, agents, representative, consultants or contractors, shall, in performance of the work under this Agreement, act in an independent capacity from and not as officers, employees or agents of the NHDOT.
- B. Access. The Grantee shall permit reasonable access to the Project by authorized representatives of the NHDOT.
- C. Inspection. An inspector from the NHDOT may regularly or randomly inspect the work during the rehabilitation project or after its completion for the purpose of insuring compliance with the terms of this Agreement provided, that, for safety reasons, the inspector shall be accompanied by an officer of the Grantee on all such inspections.

8. INDEMNIFICATION.

The Grantee, its successors and assigns, shall indemnify and hold harmless the State, including NHDOT, and its employees, contractors, consultants and agents against any and all claims, demands or actions arising from or related to the Project that are caused by any negligent act or omission of the Grantee or its employees, officers, contractors, subcontractors, consultants, licensees and invitees including any claims, demands or actions related to injury, death, or property loss, including reasonable attorney's fees. This provision shall survive the project completion or early termination of this Agreement.

9. PROJECT RECORDS.

The Grantee shall maintain any and all records associated with the Project and shall make said records available to authorized representatives of the NHDOT for audit purposes. The Grantee shall maintain said records for a period of five (5) years after completion of the Project.

- A. Project Accounts – Grantee agrees to establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system.
- B. Documentation of Project Cost and Project Income – All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Grantee agrees to maintain accurate records of all Program Income derived from Project implementation.
- C. Checks, Orders, and Vouchers – The Grantee agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

10. THIRD PARTIES.

The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

11. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any

payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination. The State shall not be required to transfer funds from any other account to the Account established for this project in the event funds are unavailable.

12. INTERPRETATION AND PERFORMANCE.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

13. ENTIRE AGREEMENT.

This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

14. TERMS.

All of the provisions set forth in this Agreement, excepting Sections 8, 9 and 18, shall be satisfactorily completed by June 30, 2022. The deadline may be changed with written concurrence between NHDOT and Grantee.

15. NOTICE.

All notices required pursuant to this Agreement shall be forwarded by regular mail to the following:

To NHDOT:

NH Department of Transportation
Bureau of Rail & Transit
PO Box 483
Concord, NH 03302-0483

Attention: Louis A. Barker
Railroad Planner

To the Grantee:

St. Lawrence & Atlantic Railroad
225 First Flight Drive, Suite 201
Auburn, ME 04210-9123

Attention: Mr. Jason Birkel
General Manager

16. SEVERABILITY.

In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

17. PROJECT COMPLETION, AUDIT, AND CLOSEOUT

A. Project Completion – Within 90 days of the Project Completion date or termination by the NHDOT, the Grantee will submit a final certification or summary of Project expenses.

- B. Audits – Grantee agrees to assist the State in audits, if so required, in accordance and with applicable State Statute.
- C. Project Closeout – Project closeout occurs when all required Project work and all administrative procedures required have been completed, and when the State notifies the Grantee and final payment has been forwarded to the Grantee. Project closeout shall not invalidate any continuing obligations imposed on the Grantee by this Agreement.

18. CONTINUATION OF SERVICE, MAINTENANCE AND LIEN

The Grantee agrees to use and maintain the improvements constructed as part of this Project for the purpose of moving freight for a period of ten (10) years after completion of the Project, pursuant to RSA 228:66, II, at an annual tonnage level 80% of tonnage levels for the 3 years preceding the agreement. The NHDOT reserves the right to recover from the Grantee the fair market value of all materials incorporated into the Project in the event the Grantee fails to use improvements for the purpose of moving freight for said period. The NHDOT right, as described above in this Section 18, shall be limited to the actual current fair market value of the reimbursement paid by the NHDOT to the Grantee under this Agreement. The Grantee agrees to notify NHDOT immediately if the rail line is withdrawn from service.

The Grantee shall develop and implement, or cause to be developed and implemented, a maintenance plan acceptable to NHDOT which assures an appropriate level of maintenance of the improvements constructed under this Agreement pursuant to the required Class 2 FRA Track Safety Standards.

Pursuant to RSA 228:66, V, the NHDOT and the Grantee agree that a lien on the improved property shall be created in favor of the State of New Hampshire in an amount which equals NHDOT's pro rata share, of the improvements made (Exhibit E) (the "Lien"). The Lien shall automatically expire 10 years from the date the improvements are completed; provided that the Lien shall be recorded in the registry of deeds of the county or counties in which the improved property is situated. The Lien shall be subordinate and subject to any current or future Liens in the line as may be established or perfected from time to time under any financing transaction, agreement or arrangement entered into by any parents or affiliates of Grantee. If the line upon which the improvements have been made is operated and maintained for normal use for a period of 10 years subsequent to the completion of the improvements, the lien shall expire, and the State shall record a suitable release of the Lien. The NHDOT will provide the Grantee documentation on filing and release of lien in a timely manner.

19. TERMINATION AND DEFAULT

The NHDOT reserves the right to terminate the payment provisions of this Agreement in the event of any substantial default by the Grantee. Substantial default shall include but not be limited to:

- A. Misrepresentation or falsification of any claims submitted by the Grantee for reimbursement;
- B. Breach of any material provisions of this Agreement; and,
- C. Failure to complete the Project within the Terms as set forth in this Agreement.

In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Grantee shall deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, up to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any final certification or summary of Project expenses described in and hereto included as an exhibit to this Agreement.

20. AMENDMENT

This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

IN WITNESS WHEREOF the representatives of the State and the Grantee have hereunto set their hands and have executed this Agreement in triplicate.

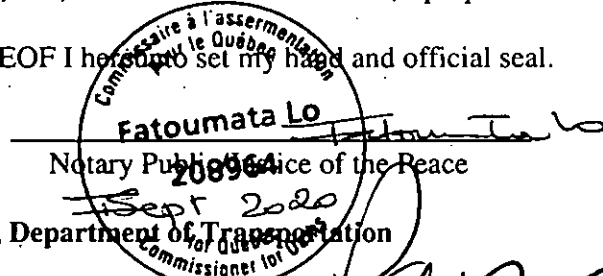
St. Lawrence & Atlantic Railroad Company ("Grantee")

Date: 2 Dec 2019 By: [Signature]
(Signature)
President
(Title)

Grantee
County of Quebec
Province

On this the 2 day of December, 2019, before me, Fatoumata Lo, the undersigned officer, personally appeared Louis Gravel, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that (s)he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF I heretofore set my hand and official seal.



State of New Hampshire, Department of Transportation
Date: _____ By: [Signature]
(Signature)
Patrick C. Herlihy
Director
Aeronautics, Rail and Transit

The foregoing Agreement, having been reviewed by this office, is approved as to form and execution this 8 day of Jan., 2019.

THE OFFICE OF THE ATTORNEY GENERAL
By: [Signature]
Attorney

The foregoing Agreement has been approved by the NH Governor & Executive Council on _____
(Date)

By: _____

EXHIBITS TO AGREEMENT

- A. Scope of Work
- B. Project Budget
- C. Certificate of Good Standing
- D. Certificate of Corporate Vote/Authority
- E. Draft Lien

EXHIBITA

Narrative

St. Lawrence & Atlantic Railroad/New Hampshire State Capital Fund Project

The route of the St. Lawrence & Atlantic Railroad (SLR) provides connectivity between the North American freight rail network and the "North Country" region, serving Gorham, Berlin, Stark, Groveton and North Stratford. The SLR is a vital transportation link for existing as well as future NH businesses that depend on freight rail shipments.

The current freight car load weight limit on the line is restricted to 263,000 lbs. per rail car, vs. the modern North American industry standard of 286,000 lbs. This restriction results in businesses shipping partially loaded freight railcars while paying to ship fully loaded railcars. This puts NH businesses at a competitive disadvantage. Beginning in the early 1990's work began along this key corridor to upgrade the main line rail and infrastructure between Auburn, Maine and the end of the route outside metropolitan Montreal, Quebec. Examples of current SLR traffic include forest products, pulp & paper products, propane and plastic.

Much of the existing rail is of lighter #100 Lb. weight, over 80 years old, bolted in 39 foot sections, and made with the inferior non-controlled cooled technology. The obsolete rail is prone to internal metallurgical failures, creating risks for derailments if undetected, and is outdated for modern railcar weight capacities. Through a series of federal and state public - private partnerships and a steady stream of investments by SLR, most of the line has been upgraded with new heavier continuous welded rail. The route is down to the last 11 miles of obsolete rail in New Hampshire. Replacement of 34,600 linear feet of this rail with new 115# continuously welded rail will progress towards the ultimate goal of opening up the entire route to modern 286,000 lb. freight carload shipments, return the track to a state of good repair, and allow for significant future growth in freight shipments. The SLR is the only connections in New Hampshire are with the New Hampshire Central RR at Groveton and North Stratford.

Public Benefits of this Project:

- Improves sourcing and distribution options for current businesses in New Hampshire to receive and ship 286,000 lb. rail cars.
- Increases freight rail capacity to the publicly owned seaport facilities in Portsmouth, New Hampshire.
- Increases marketability of industrial sites (greenfield and brownfield) on the corridor, helping with industrial sector job creation.
- Opens markets for export shippers in New Hampshire.
- Long term and meaningful transportation infrastructure improvements in a region currently faced with inadequate freight transportation options and increasing freight demands.
- Significant matching funds provided by SLR (50%)
- Moves towards completion of a long term project actively supported by three states (NH/VT/ME) and the Province of Quebec as well as many regional stakeholders.

The Project will install new 115# continuously welded rail on the SLR main line in Coos County:

MP 122.45 to MP 125.72, between Groveton and Mapleton in the Town of Northumberland.

EXHIBITA

P. 2

Other Track Material Used:

6,400 115# tie plates per mile will be installed

3.5 spikes per plate

2 joint bars per joint

4 track bolts per joint

3 tie plugs per plate

6,700 rail anchors per mile

4 bonded insulated joints

550 tons of ballast per mile

74 cross ties

9 eye neck bolts

The total Project cost is \$1,800,000.00, split 50% between SLR and NHDOT (\$900,000.00 each)

See separate project Materials & Labor Cost Estimate (Exhibit B) for more details.

The plan is to start at the east end of the project, Mile Post 122.45 to Mile Post 125.72 and finish the project over a period of two construction seasons. Project can begin in May of 2020 and can be completed and inspections complete by June 30, 2022. The Project will be put out to bid to qualified railroad contractors and overseen by SLR employees.

EXHIBIT B

CCOS RAIL IMPROVEMENTS
CHAPTER 19-146:1XV(D), LAWS OF 2019
BUDGET

Item Description	2020				2021			
	Quantity	Unit	Est. unit price	Estimate cost	Quantity	Unit	Est. unit price	Estimate cost
Spike - 5/8" x 6", SOB with lever lock lid	528	Kegs	\$ 36.88	\$ 19,473.20	528	Kegs	\$ 37.62	\$ 19,862.66
Anchors - 11SRE EXI HD	20000	Each	\$ 1.66	\$ 33,284.21	21000	Each	\$ 1.70	\$ 35,647.39
Tie plugs	84	Bundles (50)	\$ 17.29	\$ 1,452.63	84	Bundles (500)	\$ 17.64	\$ 1,481.68
Insulated Joint - Bonded, 11SRE, 13' SS flanged bars, blank ends	4	Each	\$ 1,160.05	\$ 4,640.18			\$	\$
OS Plate - 5-1/2" base x 7-3/4"x13", 6 holes	10000	Each	\$ 9.79	\$ 97,920.00	11000	Each	\$ 9.79	\$ 107,712.00
Cross Tie - 6" x 8" x 8" Mix HW, Select End Plate	74	Each	\$ 44.78	\$ 3,313.72			\$	\$
Joint bars 11SRE 6 holes	23	Pairs	\$ 76.50	\$ 1,759.50	19	Pairs	\$ 76.50	\$ 1,453.50
Bolts 1"x5-3/4", eye neck (115lbs)	9	Each	\$ 82.62	\$ 743.58	8	Each	\$ 82.62	\$ 660.96
Rail 11SRE SS CWR 1600' length	17000	feet	\$ 16.41	\$ 278,994.79	17600	feet	\$ 16.74	\$ 294,618.50
CWR train freight	0.213	Full train	\$ 283,616.76	\$ 60,268.56	0.213	Full train	\$ 289,289.09	\$ 61,473.93
CWR train rental	0.213	Full train	\$ 52,019.93	\$ 11,054.23	0.213	Full train	\$ 53,060.32	\$ 11,275.32
Labor to unload CWR train - 5 men crew	0.213	Full train	\$ 46,817.93	\$ 9,948.81	0.213	Full train	\$ 47,754.28	\$ 10,147.79
Ballast	886	Ton	\$ 14.00	\$ 12,404.00	917	Ton	\$ 14.28	\$ 13,094.76
Contractor - CWR installation	17000	feet	\$ 9.13	\$ 155,193.00	17600	feet	\$ 9.31	\$ 163,883.81
Contractor - Change Switch ties for track ties in X71 turnout (123.00)	1	Unit	\$ 5,000.00	\$ 5,000.00			\$	\$
Contractor - Supply and install weld kits	31	Welds	\$ 708.90	\$ 21,975.90	19	Welds	\$ 723.08	\$ 13,738.48
Contractor - Surfacing	1.61	Track miles	\$ 7,437.50	\$ 11,973.25	1.67	Track miles	\$ 7,586.25	\$ 12,643.75
Contractor - Mob/demob	1	Each	\$ 94,860.00	\$ 94,360.00	1	Each	\$ 96,757.20	\$ 96,757.20
Contractor - RPL Insurance	1	LS	\$ 3,162.00	\$ 3,162.00	1	LS	\$ 3,225.24	\$ 3,225.24
SLAR man power	19	Day	\$ 1,400.00	\$ 26,600.00	19	Day	\$ 1,428.00	\$ 27,132.00
			Subtotal estimated	\$ 854,321.57			Subtotal estimated	\$ 874,808.57
			Contingency	\$ 45,778.43			Contingency	\$ 25,191.03
			Total estimate	\$ 900,300.00			Total estimated	\$ 900,000.00

Rail	\$	737,781.93
OTM	\$	326,091.50
Other material	\$	31,746.80
Rail installation	\$	582,412.63
SLAR manpower	\$	53,732.00

2020 : Northumberland MP 122.45 to 124.06,
2021: Northumberland MP 124.06 to 125.72

State of New Hampshire

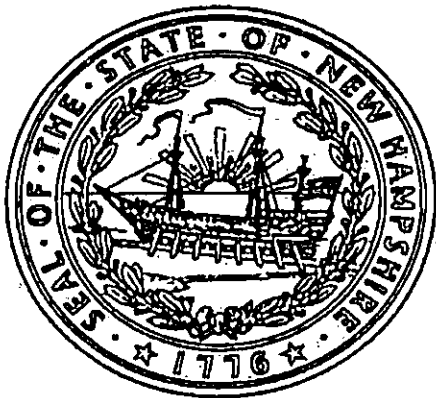
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ST. LAWRENCE & ATLANTIC RAILROAD COMPANY is a Delaware Profit Corporation registered to do business in New Hampshire as ST. LAWRENCE & ATLANTIC RAILROAD COMPANY, INC. on March 16, 1989. 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: 138909

Certificate Number: 0004515721



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of May A.D. 2019.

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

William M. Gardner
Secretary of State

EXHIBIT D

SAINT LAWRENCE & ATLANTIC RAILROAD COMPANY
Montreal, Quebec, Canada

CERTIFICATE OF VOTE

I, Catherine Pushchak, do hereby certify that I am duly elected Assistant Secretary of the St. Lawrence & Atlantic Railroad Company, a corporation organized under the laws of the State of Delaware (the "Corporation").

I hereby certify that the following statements are true and correct statements of the Corporation as of the date hereof:


Pre contract

1. Louis Gravel, President of the Corporation, be and is hereby authorized to execute proposals and contracts, at limits established from time to time by the Board of Directors, on behalf of St. Lawrence & Atlantic Railroad, Inc., and that the Corporation will be bound according to the provisions of such proposals and/or contracts. The signature of Louis Gravel shall serve to bind the Corporation on such proposals and contracts.
2. It is further certified that, as the date hereof, Louis Gravel is President of St. Lawrence & Atlantic Railroad Company, and he is authorized, on behalf of the Corporation, to enter into and execute a Special Agreement, and any and all documents attendant thereto, with the State of New Hampshire, Department of Transportation.

IN WITNESS WHEREOF, I have subscribed my name as Catherine Pushchak, Assistant Secretary and have caused the Seal of the Corporation to be hereunto affixed this 2nd day of December, 2019.

Same date as contract.

12/2/19
Date



Catherine Pushchak, Assistant Secretary
St. Lawrence & Atlantic Railroad Company

STATE OF Connecticut
COUNTY OF Fairfield

On, 12/2/19, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Secretary of the corporation identified in the foregoing certificate, and acknowledged that he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

12/2/19
Date


Notary Public

Same date as contract

SHIRLEY A. REINOSO
NOTARY PUBLIC OF CONNECTICUT
I.D. # 141767
My Commission Expires 6/30/2020

C. 8.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com CN101924481-Railr-19-20 Canada	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : N/A N/A INSURER B : Lexington Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED St. Lawrence & Atlantic Railroad c/o Genesee & Wyoming Inc. 20 West Avenue Darien, CT 06820		

COVERAGES **CERTIFICATE NUMBER:** CLE-006521421-01 **REVISION NUMBER:** 8

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSD WYO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Railroad Liability Claims Made		026022521	11/01/2019	11/01/2020	Per Occurrence 5,000,000 Annual Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Railroad Liability is provided in lieu of General Liability. Certificate Holder is included as Additional Insured where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

New Hampshire, DOT Bureau of Rail and Transit Attn: Louis Barker PO Box 483 One Hazen Drive Concord, NH 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED St. Lawrence & Atlantic Railroad c/o Genesee & Wyoming Inc. 20 West Avenue Darien, CT 06820	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

First Layer of Excess Railroad Liability:
Carrier: Westchester Surplus Lines Insurance Company
Policy: G71750322001
Policy Dates: 11/01/2019 - 11/01/2020
Limit: \$10,000,000 xs \$15,000,000

Primary Railroad Liability:
SIR: \$5,000,000
Bill of Lading Coverages: \$5,000,000 Each Occurrence

Coverages include: BI, PD, FELA, xs AL, xs FRS, xs BOL, xsEL

EXHIBIT E

NOTICE OF LIEN

The State of New Hampshire and the St. Lawrence & Atlantic Railroad Co. ("Railroad") with an address of 9001, Boul.De l'Acadie, Bureau 600 Montreal; Quebec, H4N 3H5 Canada, give notice that a lien equal to the amount of \$900,000.00 which equals the sum paid by the State of New Hampshire to the Railroad, which is a lien on the improved property pursuant to a Special Agreement between the State of New Hampshire and the St. Lawrence & Atlantic Railroad Co., dated _____ is hereby executed. The improved property is more particularly described below.

The lien is created by operation of law, pursuant to RSA 228:66-V, and shall expire on June 30, 2031.

The Notice of Lien shall be recorded in the Coos County Registry of Deeds.

IMPROVED PROPERTY:

The improvements are located on the St. Lawrence & Atlantic Railroad Co. Line as shown on Railroad Valuation Section 25 / Sheet 4 Northumberland to Stratford, New Hampshire, on file with the State of New Hampshire, Department of Transportation and more specifically described as follows:

- 1.) From MP 122.45 to MP 125.72 in Northumberland, New Hampshire with rail replacement, Other Track Materials replacement and alignment/surfacing; ballast placement.

As described in the Agreement approved by Governor and Council December __ 2019, for participation in the St. Lawrence & Atlantic Railroad NH Rail Project, on file with New Hampshire Department of Transportation, Bureau of Rail and Transit.

IN WITNESS WHEREOF the parties have caused this NOTICE OF LIEN to be executed by their duly authorized agents:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Dated

By: _____
Duly Authorized

ST. LAWRENCE & ATLANTIC RAILROAD CO.

Dated

By: _____
Duly Authorized

INITIAL _____