New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE

DEPARTMENT OF TRANSPORTATION

16

William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Rail and Transit
June 20, 2025

REQUESTED ACTION

Authorize the Department of Transportation to enter into a **retroactive** contract with the St. Lawrence & Atlantic Railroad Company (SLR) (Vendor #166963), Auburn, ME for an amount not to exceed $500,000 for track improvements on its privately-owned short line railroad that runs through Berlin and Stratford, NH. This agreement is effective from May 9, 2024 through October 31, 2027, upon Governor & Council approval. 100% Capital General Funds.

Funding is available as follows:	FY 2026
04-96-96-960030-6817 Capital Projects 034-500161 Coos County Rail Improvements	$500,000

EXPLANATION

This **retroactive** agreement pertains to the reimbursement of eligible rehabilitation project costs for work on the NH section of the St. Lawrence & Atlantic Railroad Company's privately-owned line, including rail replacement, distribution of ballast, and track surfacing. Pursuant to the Laws of 2023, Chapter 23-1XV4, the State appropriated $500,000 of capital budget funds to support the St. Lawrence & Atlantic Railroad Company rehabilitation project and match equivalent railroad funds. Since the time of SLR's request and appropriation of capital budget funds, they gained access to a Federal Railroad Administration (FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant and the subject state capital funds will be equally matched by the railroad to help leverage approximately $6.6M of CRISI funds for NH-based improvements.

The Vermont Agency of Transportation (VTrans), in interstate coordination with Maine and New Hampshire, is taking the lead on grant management for a Tri-State FRA CRISI grant ($19.5M overall CRISI funds, $6.6M NH CRISI funds) whereby the SLR's privately-owned railroad line in all three states will be rehabilitated. The FRA provided pre-award authority to VTrans and the SLR to incur costs back to May 9, 2024 and this subject agreement seeks to align its start date with the FRA grant agreement start date. The SLR purchased eligible materials for the NH sections as far back as June 2024.

This agreement is for the rehabilitation of track in Berlin and Stratford and 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 96,256 feet of continuous welded rail, ballast work, and line resurfacing in Berlin 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 the NH-only portion of the CRISI project is $7,610,690 and is comprised of the subject $500,000 of state capital match, $500,000 of SLR funding, and $6,610,690 of FRA CRISI funds.

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

A companion agreement, between the Department and VTrans, outlining both state's respective roles relative to the administration and management of eligible NH-only portions of the FRA CRISI grant and the review and approval process for reimbursement of NH capital match to SLR is also brought before Governor and Executive Council for review and approval.

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.

Your approval of this item is respectfully requested.

Sincerely,

William J. Cass, P.E.
Commissioner

Attachments

SPECIAL AGREEMENT
COOS RAIL IMPROVEMENTS
STATE CAPITAL FUNDS
(LAWS OF 2023 L23:1XV4-Coos Rail Improvement)
NHDOT PROJECT # 44461
MP 99.35 to MP 102.65 and MP 127.48 to MP 133.40

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

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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, shall be retroactive to May 9, 2024.

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 been availed Federal Railroad Administration (FRA) Consolidated Rail Infrastructure and Safety Improvement (CRISI) grant funds, with the Vermont Agency of Transportation (VTrans) taking the lead on grant management, for improvements in Maine, New Hampshire, and Vermont;

Whereas, the FRA CRISI grant includes significant rehabilitation work in New Hampshire and will utilize FRA, Grantee, and NH state budgeted capital funds;

Whereas, VTrans was given pre-award authority from FRA for Project cost incurrences and notified of such pre-award authority on May 9, 2024;

Whereas, in June 2024 the Grantee purchased materials, covered by FRA's pre-award authority, for NH-based work;

Whereas, the Grantee has agreed to provide matching funds, by means of cash, labor and materials toward the rehabilitation project, including to the NH-based portion, identified in the FRA CRISI grant;

Whereas, NHDOT will avail and manage NH capital budget funds to match the NH-based rehabilitation work included in the FRA CRISI grant;

Whereas, pursuant to Chapter 23:1XV4, Laws of 2023, the State appropriated $500,000 of capital budget funds to support the St. Lawrence & Atlantic Railroad Company's NH-based rehabilitation project and to be used as match, in conjunction with railroad funds, to FRA CRISI grant funds for the rehabilitation of 96,256 feet of rail (approximately 9.11 miles of track) between MP 99.35 and MP 102.65 and between MP 127.48 and MP 133.40 on the St Lawrence & Atlantic Railroad in the Town of Stratford and the City of Berlin, County of Coos, State of New Hampshire;

Whereas, VTrans and NHDOT have entered into an Agreement, entitled "Agreement Between Vermont Agency of Transportation and New Hampshire Department of Transportation, Project: Tri-State Regional Rail Upgrade CRISI (24), Contract: RA0410" that provides interstate coordination for an FRA grant for upgrades to the Grantee's railroad line, including portions in New Hampshire, and details how the Grantee's invoices shall be reviewed and approved by both VTrans and NHDOT; 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.

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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 eligible project costs, not to exceed $500,000, for the replacement of rail, distribution of ballast, and surfacing on the St. Lawrence & Atlantic Railroad Company rail line in Berlin and Stratford, NH in accordance with State requirements and the terms of this Agreement. NHDOT shall not provide reimbursement until an amount greater than or equal to the State's share of expenditures has occurred. Of note, the overall FRA CRISI grant is approximately $19,500,000 and the $500,000 of NH State Capital funds represent 2.6% of the Total Project Cost. The NH-only portion of the project is estimated to be approximately $7,610,690 of which the $500,000 of NH State Capital funds represents 6.6% of the NH-only Project Cost.

2. NH-ONLY PROJECT DESCRIPTION

The project consists of the installation of new 115# continuous welded rail, new ballast, and surfacing on the main line of the St. Lawrence & Atlantic Railroad Company (SL&A) in Coos County, New Hampshire, including segments from:

A. MP 99.35 and MP 102.65, City of Berlin
B. MP 127.48 to MP 133.40, Town of Stratford

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 23:1XV4, Laws of 2023, 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 and NH-only 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. VTrans – Vermont Agency of Transportation

F. Federal Railroad Administration (FRA) – 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 Project Narrative, Tri-State Regional Rail Upgrade Project **(Attached)**

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H. Project Completion Date (including NH-only Project) – October 31, 2027

I. Net Project Cost – Eligible Project Cost, or NH-only Project Cost, less revenue (Project Income, i.e. rail salvage value)

J Project – The Tri-State Regional Rail Upgrade in Maine, New Hampshire, and Vermont as detailed in the FRA CRISI grant application and award

K. NH-only Project – The NH-only components of the Project, as defined in the Statement of Work, and as described in the FRA CRISI grant application and award

L. Project Cost – The total estimated cost of the Project as included in the FRA CRISI grant application and award

M. NH-only Project Cost – The total estimated cost of the NH-only components of the Project as defined in the Statement of Work, which is described in the SLR CRISI Attachment 4 Approved Project Budget, Task 4-Portion of work in New Hampshire, is $7,610,690 and includes $500,000 of State Capital Budget funds.

4. CONTRIBUTION BY THE RAILROAD (GRANTEE)

The Grantee shall be responsible for a matching share, equivalent to or greater than the State share, as well as securing federal funds and other matching shares as required for the NH-only Project Costs as described in the NH Rail Project Material & Labor Cost Estimate, attached. Also, the Grantee shall be fully responsible for all Project Costs, and NH-only Project Costs, deemed ineligible for State and NHDOT participation and for all Project Costs and NH-only Project Costs that exceed the maximum contribution of the State, and 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 NH-only Project Costs and a work plan and schedule describing how and when the Grantee intends to prosecute the NH-only 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 and project budget (Definition 3. G.) 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 (Attachment) and project budget (Attached) State reimbursement to the St. Lawrence & Atlantic Railroad under this Agreement shall not exceed $500,000. 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 NH-only Project. The Grantee shall make all such plans, specifications, estimates and contract documents available to the NHDOT for review upon request.

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E. The Grantee shall obtain all permits and licenses necessary to construct the NH-only Project. Also, the Grantee shall be solely responsible to develop and prepare all environmental studies and reports necessary for the NH-only Project.

F. The Grantee shall certify to NHDOT that it holds a legal interest to the property upon which the NH-only 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 NH-only 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 99.35 and MP 102.65 and MP 127.48 to MP 133.40)

6. REIMBURSEMENT PROCEDURES

The Grantee shall submit an invoice to both the NHDOT and VTrans no less than annually and no more than quarterly for all claims for reimbursement of eligible NH-only Project costs incurred during such quarters pursuant to the terms of this Agreement. Quarters, for invoices purposes, shall be defined as follows:

- July 1 – September 30
- October 1 – December 31
- January 1 – March 31
- April 1 – June 30

At times, the State may require confirmation from the Grantee that no expenses were incurred within a period and may require a narrative update on the project status from the Grantee.

Costs are incurred whenever work is performed, goods and services are received, or a cash disbursement is made. All claims submitted for reimbursement, shall be submitted on the Grantee's billhead, reference NH 2023 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, tradespeople, 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.

E. Upon receipt of VTrans concurrence of quantities and expenditures included on the invoice and backup documentation, the NHDOT shall complete the process of invoice review, approval and reimbursement of NH capital matching funds directly to the Grantee.

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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 NH-only 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 NH-only 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 NH-only 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. NH-only Project Accounts – Grantee agrees to establish and maintain for the NH-only Project either a separate set of accounts or accounts within the framework of an established accounting system.

B. Documentation of NH-only Project Cost and Project Income – All costs charged to the NH-only 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 NH-only 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 NH-only Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the NH-only 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

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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 October 31, 2027, which is also the completion date of the Project. The deadline may be changed with written concurrence between NHDOT and Grantee and shall only be extended if the FRA extends the completion date of the Project.

15. NOTICE.

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

To NHDOT:	To the Grantee:
NH Department of Transportation Bureau of Rail & Transit PO Box 483 Concord, NH 03302-0483	St. Lawrence & Atlantic Railroad 225 First Flight Drive, Suite 201 Auburn, ME 04210-9123
Attention: Louis A. Barker Railroad Planner	Attention: Mr. Ben Serena 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.

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17. NH-ONLY PROJECT COMPLETION, AUDIT, AND CLOSEOUT

A. NH-only Project Completion – Within 90 days of the NH-only 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 NH-only 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. NH-only 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 NH-only Project for the purpose of moving freight for a period of ten (10) years after completion of the NH-only 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 NH-only 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 (Attachment) (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 of 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 NH-only 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

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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 NH-only Project expenses described in and hereto included as an Attachment 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 Section 4 C of this Agreement, State law, rule or policy.

ATTACHMENTS TO AGREEMENT

- Project Location NH
- Project Narrative, Tri-State Regional Rail Upgrade Project
- SLR CRISI Att2_Statement of Work
- SLR CRISI Att3_Deliverables_and _Approved Project Schedule
- SLR CRISI Att4_Approved Project Budget
- Certificate of Good Standing
- Certificate of Corporate Vote/Authority
- Draft Lien

Initial: RH

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: 5/8/2025 By: _____
(Signature)

Ryan Hart Treasurer
(Name & Title)

County of Monroe

On this the 8th day of May, 2025, before me, Wendy G Startari, the undersigned officer, personally appeared Ryan Hart, 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 hereunto set my hand and official seal.

Wendy G Startari
Notary Public/Justice of the Peace

Wendy G Startari
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ST0014349
Qualified in Monroe County
Commission Expires 10/10/27

State of New Hampshire, Department of Transportation

Date: 6/25/2025 By: _____
Michelle L. Winters,
Director of Aeronautics, Rail & Transit

The foregoing Agreement, having been reviewed by this office, is approved as to form and execution this 25th day of June, 2025.

THE OFFICE OF THE ATTORNEY GENERAL

By: _____
Assistant Attorney General

The foregoing Agreement has been approved by the NH Governor & Executive Council on

_____.
(Date)

By: _____

Initial: RH

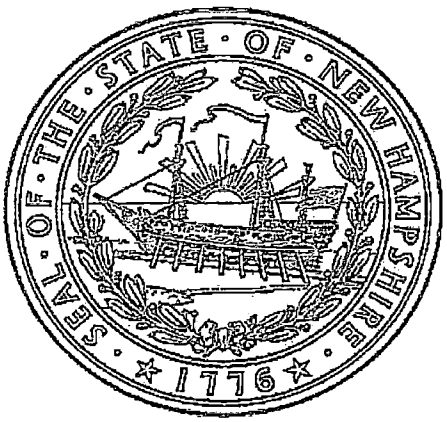
State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, 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: **0007160140**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of April A.D. 2025.

David M. Scanlan
Secretary of State

ST. LAWRENCE & ATLANTIC RAILROAD COMPANY
Montreal, Quebec, Canada

CERTIFICATE OF VOTE

I, Thomas Cullen, do hereby certify that I am the 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:

1. Ryan Hart, Treasurer 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 Ryan Hart shall serve to bind the Corporation on such proposals and contracts.

2. It is further certified that, as the date hereof, Ryan Hart is Treasurer 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.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract for which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupy the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

(Signature and notary on the following page)

IN WITNESS WHEREOF, I have subscribed my name as Thomas Cullen, Assistant Secretary and have caused the Seal of the Corporation to be hereunto affixed this 6th day of May 2025.

5·6·2025
Date

Thomas Cullen, Assistant Secretary
St. Lawrence & Atlantic Railroad Company

STATE OF Connecticut
COUNTY OF Fairfield

On, May 6, 2025, 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.

05/06/2025
Date

Notary Public

Shirley A. Reinoso
NOTARY PUBLIC
State of Connecticut
My Commission Expires
June 30, 2025

ATTACHMENT

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 $500,000.00 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 November 30, 2034.

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 Stratford, New Hampshire, on file with the State of New Hampshire, Department of Transportation and more specifically described as follows:

1.) From MP 99.35 to MP 102.65 in Berlin, New Hampshire with rail replacement, Other Track Materials replacement and alignment/surfacing; ballast placement.
2.) From MP 127.20 to MP 133.33 in Stratford, New Hampshire with rail replacement, Other Track Materials replacement and alignment/surfacing; ballast placement.

As described in the Agreement approved by Governor and Council ____ __ 2025, 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

_____ By: _____
Dated Duly Authorized

ST. LAWRENCE & ATLANTIC RAILROAD CO.

_____ By: _____
Dated Duly Authorized

INITIAL _____

DRAFT