

WOOLMINGTON, CAMPBELL, BENT & STASNY, P.C
ATTORNEYS AT LAW

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802.362.2560

246303

August 30, 2018

Via UPS Delivery

Surface Transportation Board
395 E Street, S.W.
Washington, DC 20024

ENTERED
Office of Proceedings
August 31, 2018
Part of
Public Record

Re: Vermont Railway Inc. - Docket No. FD 36210 (Redocketed STB AB-265 (sub-No.4))

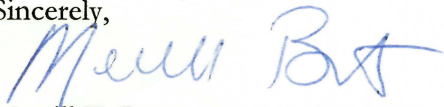
Dear Sir or Madam,

Please find enclosed a Notice of Interim Trail Use for filing under Docket No. FD 36210. Please note that this was re-docketed from STB AB-265(sub-No.4) following an earlier notice of exemption, when it was determined that Subject Line is operated pursuant to a Modified Rail Certificate. Further details are set forth in the enclosed materials.

Also enclosed is a copy of the agreement between the proponent Town of Bennington, Vermont and Modified Rail Certificate holder, Vermont Railway, Inc.

Please let me know if you have any questions or concerns.

Sincerely,



Merrill E. Bent

Enc.

CC: VT Railway Inc.

FILED
August 31, 2018
SURFACE
TRANSPORTATION BOARD

FEE RECEIVED
August 31, 2018
SURFACE
TRANSPORTATION BOARD



ROBERT E. WOOLMINGTON EDGAR T. CAMPBELL MERRILL E. BENT JOHN D. STASNY
DANIEL J. DUBÉ



One Railway Lane, Burlington, VT 05401
Tel. 802-658-2550 Fax. 802-658-2553

August 29, 2018

Surface Transportation Board
395 E Street, S.W.
Washington, DC 20024

Re: Docket No. FD 36210 (Redocketed STB AB-265 (sub-No.4))

Dear Sir/Madam:

A notice of exemption concerning the following request was initially filed and docketed in Docket No. STB AB-265 (sub-No.4), and has been redocketed as FD 36210

Pursuant to 49 CFR 1150.24, Vermont Railway, Inc. ("VTR") hereby provides notice of its intention, effective September 15, 2018, to terminate (abandon) service over the 1.57-mile segment of its line of railroad (the "Subject Line") between approximately Chatham Subdivision Milepost 57.35 (River Street) at Chatham Subdivision valuation stations 3028+08 and Chatham Subdivision Milepost 58.93 (northerly abutment of Bridge No. 56 over Furnace Brook, at valuation station 3111+30) in the Town of Bennington, Vermont.

The Subject Line is a portion of the rail line owned by the State of Vermont and operated by VTR pursuant to a Modified Rail Certificate issued by the Surface Transportation Board on January 20, 2004. (STB Finance Docket No. 34455) (*see also* 69 CFR 3993).¹

I hereby certify, that there are no persons who have used the Subject Line in the last 6 months who are entitle to notice pursuant to 49 CFR 1150.24. Although not required, a copy of this notice has been sent to the Town of Bennington.

Please let us know if there are any questions about this notice.

Sincerely,

Eric R. Benson, Esq.
General Counsel
VERMONT RAILWAY, INC.

cc Town of Bennington

¹ The State of Vermont is the owner of a line of railroad, which is the remaining segment of the former Chatham Subdivision of the Rutland Railway Corporation, extending from River Street (TH # 332) in Bennington village (Milepost 57.35) northerly approximately 4.47 miles to the junction with the former Main Line Subdivision in North Bennington (Milepost 61.85). The remaining segment of the former Chatham Subdivision north of River Street (TH # 332) (Milepost 57.35) continues to be included in VTR's grant of federal licensing authority from the federal Surface Transportation Board (STB). See *State of Vermont and Vermont Ry., Inc. - Exemption for Discontinuance of Service in Bennington, County, VT*, 51 Fed. Reg. 28,989 (Aug 23, 1986) (Docket No. AB-265 [Sub-No. 2X]) (discontinuance of service over 367 feet of former Chatham Subdivision between Milepost 57.29 and Milepost 57.36), and *Vermont Ry., Inc. - Modified Rail Certificate*, STB Finance Docket No. 34455 (served Jan. 27, 2004).

"Serving America's Industry With Pride"

Vermont Rail System® is a registered trademark licensed to:

Vermont Railway, Inc. - The Clarendon and Pittsford Railroad Company - Green Mountain Railroad Corporation
Washington County Railroad Company - New York & Ogdensburg Railway Company, Inc.

www.vrs.us.com

WOOLMINGTON, CAMPBELL, BENT & STASNY, P.C
ATTORNEYS AT LAW

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*Also admitted in New York
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802.362.2560

August 30, 2018

Surface Transportation Board
395 E Street, S.W.
Washington, DC 20024

Re: Docket No. FD 36210 (Redocketed STB AB-265 (sub-No.4))

Dear Sir/Madam:

This request is filed on behalf of the Town of Bennington ("Town"), a municipal corporation in Southern Vermont, hereinafter referred to as "Proponent."

Proponent requests issuance of a Public Use Condition as well as a Notice of Interim Trail Use for a 1.57-mile portion of the rail line between approximately Chatham Subdivision Milepost 57.35 (River Street) at Chatham Subdivision valuation stations 3028+08 and Chatham Subdivision Milepost 58.93 (northerly abutment of Bridge No. 56 over Furnace Brook, at valuation station 3111+30) in the Town of Bennington, Vermont.

A. Public Use Condition

Proponent requests the STB to find that this property is suitable for other public use, specifically trail use, and to place the following conditions on the abandonment:

1. An order prohibiting the carrier from disposing of the corridor, other than the tracks, ties, and signal equipment, except of public use on reasonable terms. The justification for this condition is that the corridor will make an excellent recreational trail connecting existing recreational areas in the Town of Bennington. The conversion of the property to trail use is in accordance with local planning efforts. Negotiations with the carrier are complete, so the time period sought is immediately following the date of the abandonment authorization pursuant to 49 CFR 1150.24. A copy of the Agreement between the carrier and the Town is attached hereto.
2. An order barring removal or destruction of potential trail-related structures such as culverts. The justification for this condition is that these structures have value for recreational trail purposes.

ROBERT E. WOOLMINGTON EDGAR T. CAMPBELL MERRILL E. BENT JOHN D. STASNY
DANIEL J. DUBÉ

B. Interim Trail Use

The railroad right-of-way in this proceeding is suitable for railbanking. In addition to the public use conditions sought above, proponent also states as follows:

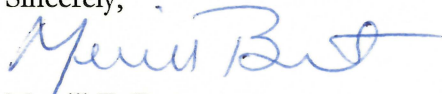
STATEMENT OF WILLINGNESS TO ASSUME FINANCIAL RESPONSIBILITY

In order to establish interim trail use and rail banking under 16 U.S.C. 1247(d) and 49 CFR 1152.29 with respect to the right-of-way owned by the State of Vermont and operated by Vermont Railway, Inc., the Town of Bennington is willing to assume full responsibility for: (1) Managing the right-of-way, (2) any legal liability arising out of the transfer or use of the right-of-way (unless the sponsor is immune from liability, in which case it need only indemnify the railroad against any potential liability), and (3) the payment of any and all taxes that may be levied or assessed against the right of way. The property extends from approximately Chatham Subdivision Milepost 57.35 (River Street) at Chatham Subdivision valuation stations 3028+08 and Chatham Subdivision Milepost 58.93 (northerly abutment of Bridge No. 56 over Furnace Brook, at valuation station 3111+30), a distance of 1.57 miles in Bennington County, Vermont.

The right-of-way is part of a line of railroad proposed for abandonment in Docket No. STB AB-265 (sub-No.4), which has been redocketed as FD 36210. A map of the property depicting the right-of-way is attached.

The Town of Bennington acknowledges that use of the right-of-way is subject to the sponsor's continuing to meet its responsibilities described above and subject to possible future reconstruction and reactivation of the right-of-way for rail service. A copy of this statement is being served on the railroad(s) on the same date it is being served on the Board.

Sincerely,



Merrill E. Bent

Attorney for the Town of Bennington

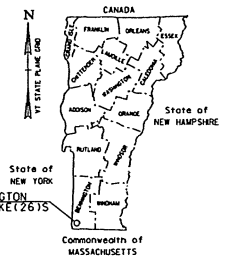
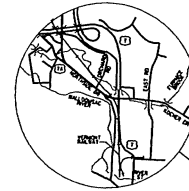
MEB/s

PROPOSED IMPROVEMENT



Town of Bennington, VT
1749

TOWN OF BENNINGTON COUNTY OF BENNINGTON BENNINGTON PATH - RAIL TO TRAIL STP BIKE(26)S



PROJECT DESCRIPTION: **PHASE 1 (DEPOT STATION):**
CONSTRUCT 533 LF BY 8 FT WIDE PAVED PATH WITH 2 FT AGGREGATE SHOULDERS
AROUND DEPOT STATION PARKING LOT. RECONSTRUCT DEPOT STATION DRIVE
OFF OF RIVER STREET

PHASE 2 (RIVER ST. TO ORCHARD ST.):
REMOVE RAIL & TIES, CONSTRUCT 5646 LF BY 10 FT WIDE PAVED PATH WITH
2 FT AGGREGATE SHOULDER. CONSTRUCT ONE WOODEN RAIL/TRAIL BRIDGE.

PHASE 3 (NORTH OF VT ROUTE 279 OVERPASS):
CONSTRUCT NEW RAILROAD RUN AROUND TRACK.

PHASE 4 (ORCHARD ST. TO FURNACE BROOK):
REMOVE RAIL & TIES, CONSTRUCT 2585 LF BY 8 FT WIDE AGGREGATE SURFACE PATH WITH
2 FT AGGREGATE SHOULDERS. CONSTRUCT 1-10 FT WIDE WOODEN RAIL/TRAIL BRIDGE.

PROJECT LENGTH:
PHASE 1: 533.0 LF = 0.101 MILES
PHASE 2: 5646.0 LF = 1.069 MILES
PHASE 3: 1025.0 LF = 0.194 MILES
PHASE 4: 2600.0 LF = 0.492 MILES

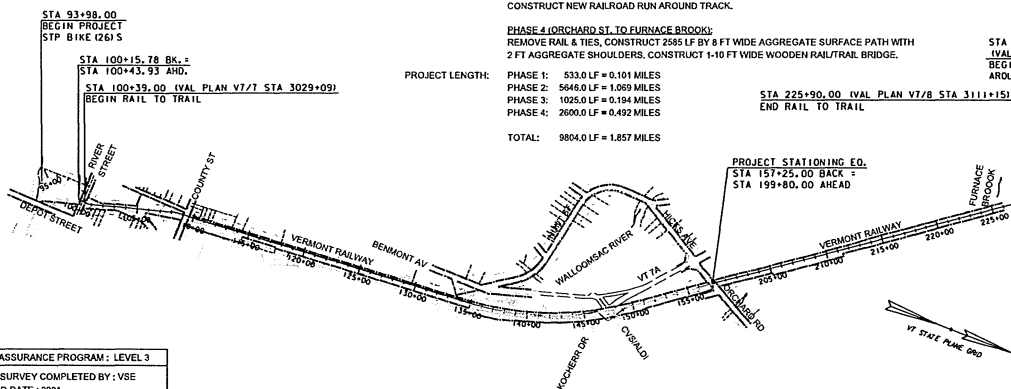
TOTAL: 9804.0 LF = 1.857 MILES

STA 311+00.00
IVAL PLAN V7/9 STA 3136+031
END PROJECT
STP BIKE(26)S
END RR RUN
AROUND TRACK

STA 300+75.00
IVAL PLAN V7/9 STA 3125+781
BEGIN RR RUN
AROUND TRACK

STA 225+90.00 (IVAL PLAN V7/8 STA 3111+151)
END RAIL TO TRAIL

PROJECT STATIONING EQ.
STA 151+25.00 BACK +
STA 199+80.00 AHEAD



QUALITY ASSURANCE PROGRAM : LEVEL 3
GROUND SURVEY COMPLETED BY : VSE
SURVEYED DATE : 2001
ADD'L GROUND SURVEY COMPLETED BY : VHB
SURVEYED DATE : 2015
AERIAL LIDAR SURVEY
SURVEYED DATE : 2012

DATUM
VERTICAL NAVD 88
HORIZONTAL NAD 83

CONSTRUCTION IS TO BE CARRIED ON IN ACCORDANCE
WITH THESE PLANS AND THE STANDARD SPECIFICATIONS
FOR CONSTRUCTION DATED 2011. AS APPROVED BY THE
FEDERAL HIGHWAY ADMINISTRATION ON JULY 20, 2011
FOR USE ON THIS PROJECT, INCLUDING ALL SUBSEQUENT
REVISIONS AND SUCH REVISED SPECIFICATIONS AND
SPECIAL PROVISIONS AS ARE INCORPORATED IN THESE
PLANS.

0 400 800
SCALE IN FEET

PRELIMINARY PLANS
8/29/2016

PROJECT MANAGER : DANIEL PECK, P.E.

PROJECT NAME : BENNINGTON
PROJECT NUMBER : STP BIKE(26)S

SHEET 1 OF 61 SHEETS



GENERAL NOTES

- ALL SHARED USE PATHS SHALL MEET THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA). REFER TO THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG) FOR SPECIFIC DETAILS.
- ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE STATE OF VERMONT AGENCY OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR CONSTRUCTION DATED 2011, AND ITS LATEST REVISIONS, AND SUCH SPECIFICATIONS AND SPECIAL PROVISIONS AS ARE INCORPORATED IN THE FINAL CONTRACT DOCUMENTS.
- ANY TREE ROOTS ENCOUNTERED WITHIN THE EXCAVATION LIMITS SHALL BE SANCUT AND REMOVED. PAYMENT WILL BE INCIDENTAL TO COMMON EXCAVATION.
- THE SHOULDER SHALL BE EITHER TOPSOIL AND GRASS OR AGGREGATE SHOULDERS.
- STONE FILL TYPE 11 IS REQUIRED ON ANY SLOPE STEEPER THAN 1:2. A 6" LAYER OF GRUBBING MATERIAL OVER THE STONE IS ALSO REQUIRED.
 - ANY SLOPES ADJACENT TO WETLANDS OR STREAMS SHALL BE SEEDED AND MULCHED.
 - STONE COVERED SLOPES IN DRY AREAS SHALL USE EXCAVATED EARTH OR EARTH BORROW AS A COVER MATERIAL. COVER MATERIAL SHALL BE SEEDED AND MULCHED.
- DITCHES WILL RECEIVE THE FOLLOWING TREATMENTS BASED ON THEIR SLOPE:
 - 0-1% - SEED AND MULCH
 - 1-2.5% - EROSION CONTROL MATTING AND SEED
 - 2.5-10% - TYPE 1 STONE FILL (1'-0" DEPTH)
 - > 10% - TYPE 11 STONE FILL (2'-0" DEPTH)

SEEDING FORMULA RURAL AREAS

% WT.	LBS./A.	NAME	PUR %	GERM %
42.5	34.0	CREeping RED FESCUE	98	85
10.0	8.0	PERENNIAL RYE GRASS	95	90
42.5	34.0	KENTUCKY BLUE GRASS	85	85
5.0	4.0	ANNUAL RYE GRASS	95	85
100.00	80.0			

SEED MIXTURE SHALL NOT HAVE A WEED CONTENT EXCEEDING 0.40% BY WEIGHT AND SHALL BE FREE OF ALL NOXIOUS SEED.

SEEDS TO BE APPLIED PER SEEDING FORMULAS OR AS DIRECTED BY THE ENGINEER.

FERTILIZER: FORMULA 10-20-10 TO BE USED WITH SEED, APPLIED AT THE RATE OF 500 LBS./ACRE. HYDRO SEEDERS MAY USE 19-19-19 FORMULA.

AGRICULTURAL LIMESTONE TO BE APPLIED AT THE RATE OF 2 TONS/ACRE, OR AS DIRECTED BY THE ENGINEER.

HAY MULCH TO BE PLACED ON EARTH SLOPES AT THE RATE OF 2 TONS/ACRE, OR AS DIRECTED BY THE ENGINEER.

TOPSOIL TO BE USED WITH SEED AS INDICATED ON THE PLANS, OR AS DIRECTED BY THE ENGINEER.

PATH CONSTRUCTION NOTES:

- VIBRATORY COMPACTION SHALL NOT BE USED WHERE STONE CULVERTS CROSS THE TRAIL. THE CONTRACTOR SHALL FLAG THE STONE CULVERTS PRIOR TO CONSTRUCTION.
- IF THE EXISTING RAIL BED HAS ANY WASHOUTS OR HOLES, THEY SHALL BE FILLED WITH GRANULAR BORROW TO THE REQUIRED ELEVATION FOR THE INSTALLATION OF 2" OF BITUMINOUS PAVEMENT OR SPECIAL PROVISION (AGGREGATE SURFACE COURSE, TRAIL).
- CHOKES EXISTING OPEN GRADED BALLAST WITH SPECIAL PROVISION (AGGREGATE SUBBASE COURSE) MATERIAL, AND COMPACT WITH VIBRATOR ROLLER IN ACCORDANCE WITH ITEM 900.608, "SPECIAL PROVISION (AGGREGATE SURFACE COURSE, TRAIL)".
- ENTIRE TRAIL SURFACE SHALL GRADED TO DRAIN SLOPED WITH MAXIMUM 2% CROSS SLOPE.
- EDGE OF SIGN POSTS SHALL BE NO CLOSER THAN 2' AND NO FURTHER THAN 5' FROM THE EDGE OF TRAIL.
- THE CONTRACTOR SHALL REMOVE RAILROAD TIES FROM BALLAST AND DISPOSE OF BY METHODS APPROVED BY THE VT AGENCY OF NATURAL RESOURCES. ALL SWITCH GEAR AND SIGNAL EQUIPMENT SHALL BE SALVAGED TO VT RAILWAY SYSTEMS, RAILS, FASTENERS, PLATES, AND OTHER METAL MATERIAL SHALL BE SALVAGED TO THE TOWN FOR RESALE TO OFFSET PATH CONSTRUCTION. VRS SHALL HAVE RIGHT OF FIRST REFUSAL TO PURCHASE RAILS AT FAIR MARKET VALUE. REMOVAL OF TIES AND RAIL SHALL BE PAID FOR UNDER ITEM 900.645, "SPECIAL PROVISION (CLEARING)".
- 1V14H IS THE PREFERRED FILL SIDE SLOPE UNLESS THE FILL EXTENDS BEYOND THE CLEARING LIMITS, IN WHICH CASE STEEPER SLOPES SHALL BE USED.
- IF THE EXISTING RAIL BED LACKS 8" OF SALVAGEABLE BALLAST OR WELL DRAINED GRANULAR MATERIAL, SUBBASE OF DENSE GRADED CRUSHED STONE SHALL BE ADDED TO ACHIEVE THE REQUIRED 8" BASE.
- THE PREFERRED SHOULDER DIMENSIONS SHALL BE USED UNLESS CONSTRAINED BY THE WIDTH OF THE EXISTING RAIL BED AND STEEP SIDE SLOPES. SHOULDER WIDTHS BELOW THE PREFERRED WIDTH SHALL BE USED WHEN DIRECTED BY THE ENGINEER. CERTAIN EXISTING RAIL BED WIDTHS AND SIDE SLOPE CONDITIONS MAY WARRANT SHOULDER WIDTHS BELOW THE MINIMUM WIDTHS SHOWN.
- THE PROPOSED TRAIL WIDTH SHALL BE 10'-0" AS SHOWN ON TYPICAL SECTIONS AND AS FOLLOWS:
 - 8' PAVED AROUND DEPOT ROAD
 - 10' PAVED RIVER ST. TO ORCHARD ST.
 - 8' AGGREGATE SURFACE ORCHARD ST. TO FURNACE ST.
- REMOVE LOOSE VEGETATION, SILT, AND DEBRIS FROM BALLAST SURFACE PRIOR TO SCARIFYING AND WINDROWING BALLAST. CONTAIN BALLAST WITHIN RAIL BED. SCARIFY AND WINDROW BALLAST TO A DEPTH OF 8" REPEATEDLY TO BREAK UP ROOT MAT AND EXPOSE SCRAP METAL. REMOVE METAL, ROOTS, STUMPS, DEBRIS, AND LARGE ROCKS. THEN GRADE AND ROLLER COMPACT BALLAST. THIS WORK SHALL BE PAID FOR UNDER ITEM 900.640, "SPECIAL PROVISION (CLEAN & GRADE BALLAST)".
- ANY EXISTING SIGNS AND SIGNALS NOT REUSED SHALL REMAIN THE PROPERTY OF THE TOWN OF BENNINGTON. THESE SIGNS AND SIGNALS SHALL BE REMOVED BY THE CONTRACTOR AND STOCKPILED FOR REMOVAL BY THE TOWN. STOCKPILE LOCATION TO BE DETERMINED BY THE TOWN.
- SANCUTTING OF EXISTING PAVEMENT WILL BE INCIDENTAL TO BITUMINOUS MATERIAL. NO ADDITIONAL PAYMENT WILL BE MADE.
- FOR BOLLARD LAYOUT AND MARKINGS, REFER TO STANDARD E-195 - SHARED USE PATH PAVEMENT MARKINGS AND SIGN DETAILS.

CLEARING AND DITCHING NOTES:

- CLEARING LIMIT ON EMBANKMENT SLOPES STEEPER THAN 1-V12-H SHALL BE NOT MORE THAN 1' BEYOND THE TOP OF SLOPE. ACTUAL CLEARING LIMITS SHALL BE MARKED IN THE FIELD BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. IN ROCK CUT AREAS CLEAR BALLAST AND DITCH, AND CLEAR OVERHANGING VEGETATION. DO NOT REMOVE HEALTHY TREES GREATER THAN 5" DIAMETER ON STEEP EMBANKMENTS UNLESS THEY ARE WITHIN 5' OF THE EDGE OF TRAIL. DO NOT REMOVE ROOTS OR STUMPS ON SLOPES. PRUNE BRANCHES WITHIN CLEARING ZONE AND REMOVE ROOTS AND DEAD TREES WITHIN 3' OF THE TOP OF SLOPE.
- RE-ESTABLISH APPROXIMATE HISTORIC DITCHES. ACTUAL DITCH OFFSET AND BOTTOM ELEVATION SHALL BE SET IN THE FIELD BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. SALVAGE CLEAN BALLAST FROM DITCHES TO RAIL BED. DITCH EXCAVATION DEPTH VARIES TO ACCOMMODATE HISTORIC LOCATIONS, BACK SLOPES, DITCH PROFILE, AND CROSS CULVERT INVERT ELEVATIONS.
- WASTE SILT AND EXCAVATED MATERIALS WITHIN THE LIMITS OF THE EXISTING RAILROAD R.O.W. CLEAR WASTE AREAS PRIOR TO WASTING MATERIAL. RAKE SEED AND MULCH THE DRESSED SLOPES WITHIN 72 HOURS, OR IMMEDIATELY IF EXPECTING RAIN WITHIN 24 HOURS.
- ON LATERAL DITCHES OR SHOULDERS, CLEAR CUT AND REMOVE ALL TREES, BRUSH, WEEDS, LEAVES, BRANCHES, TO WITHIN 4" OF SHOULDER SURFACE.
- ORGANIC MATERIAL THAT HAS BEEN CHIPPED, GROUND OR MULCHED MAY REMAIN, IF IT IS TO REMAIN THEN SPREAD EVENLY ON SHOULDERS AND ADJACENT R.O.W. LAND. REMOVE AND LEGALLY DISPOSE OF ANY TRASH AND DEBRIS OFF SITE. THE COST OF DISPOSAL OF TRASH AND DEBRIS SHALL BE INCIDENTAL TO ALL CONTRACT ITEMS.



PROJECT NAME:	BENNINGTON
PROJECT NUMBER:	STP BIKE(26)S
FILE NAME:	57683_Con.Notes.dgn
PROJECT LEADER:	M.J. SERVETAS
DESIGNED BY:	D.M. PECK
GENERAL NOTES	
PLOT DATE:	8/29/2016
DRAWN BY:	A. ROLLINS
CHECKED BY:	J.D. SALADINO
SHEET	2 OF 6

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ADDITIONAL SYMBOLS

EXIST. STREET LIGHT	
EXISTING SURVEY CONTROL POINTS	
PROP. ORNAMENTAL STREET LIGHT	
FIRE CALL BOX	
PROPOSED TREE	
PROPOSED TREE WITH TREE PIT	
PROPOSED SHRUB	
PROPOSED TREE PIT OR TREE LOCATION	
PROPOSED BRICK PAVERS	
EXIST. STORM DRAIN	
EXIST. SEWER	
EXIST. WATER	
EXIST. GAS	
EXIST. UNDERGROUND TELEPHONE	
PROPOSED DRAINAGE CALLOUT	
FIRE HYDRANT	
PROPOSED PULL BOX	
PROPOSED CONDUIT	
PROPOSED CONDUIT AND SLEEVE	
PROPOSED WATER LINE	
PROPOSED SEWER LINE	
PROPOSED ROOF DRAIN	
PROPOSED STORMWATER TREATMENT PLANTER	
PROPOSED BANNER POLE	
BORING LOCATION	
PROPOSED WAYFINDING SIGN	

VAOT STANDARDS

A-79	3-31-2004	RAIL TRAIL TYPICAL
A-80	3-31-2004	SHARED USE PATH/HIGHWAY INTERSECTION DETAILS
C-2A	10-14-2005	PORTLAND CEMENT CONCRETE SIDEWALK DRIVE ENTRANCES WITH SIDEWALK ADJACENT TO CURB
C-2B	10-14-2005	PORTLAND CEMENT CONCRETE SIDEWALK DRIVE ENTRANCES WITH SIDEWALK AND GREEN STRIP
C-3A	3-10-2008	SIDEWALK RAMPS
C-3B	3-10-2008	SIDEWALK RAMPS AND MEDIAN ISLANDS
C-10	2-11-2008	CURBING
D-20	3-3-2003	HIGHWAY CROSSING SLEEVES FOR UNDERGROUND UTILITIES
E-121	8-8-1995	STANDARD SIGN PLACEMENT - CONVENTIONAL ROAD
E-191	2-1-1999	PAVEMENT MARKING DETAILS
E-193	8-18-1995	PAVEMENT MARKING DETAILS
E-195	6-9-2008	SHARED USE PATH PAVEMENT MARKINGS AND SIGN DETAILS
T-1	8-6-2012	TRAFFIC CONTROL GENERAL NOTES
T-2	4-25-2016	TRAFFIC SIGN GENERAL NOTES
T-10	8-6-2012	CONVENTIONAL ROADS CONSTRUCTION APPROACH SIGNING
T-17	8-6-2012	TRAFFIC CONTROL MISCELLANEOUS DETAILS
T-28	8-6-2012	CONSTRUCTION SIGN DETAILS
T-30	8-26-2012	CONSTRUCTION SIGN DETAILS
T-45	1-2-2013	SQUARE TUBE SIGN POST AND ANCHOR



PROJECT NAME:	BENNINGTON
PROJECT NUMBER:	STP BIKE(26)S
FILE NAME:	57683.MD.dgn
PROJECT LEADER:	M.J. SERVETAS
DESIGNED BY:	D.M. PECK
PLOT DATE:	8/29/2016
DRAWN BY:	A. ROLLINS
CHECKED BY:	J.D. SALADINO
SHEET	3 OF 61

**RAILBANKING AGREEMENT AMONG
STATE OF VERMONT, AGENCY OF TRANSPORTATION,
JOINED BY VERMONT RAILWAY, INC.,
AND
TOWN OF BENNINGTON**

BENNINGTON STP BIKE(26)S

THIS AGREEMENT, made this 14th day of November, 2017, by and between the **STATE OF VERMONT**, represented by its Agency of Transportation, with its principal office at One National Life Drive, Montpelier, Vermont 05633 ("State"), joined by **VERMONT RAILWAY, INC.**, a Vermont corporation with its principal office at One Railway Lane, Burlington, Vermont 05401 ("VTR" or "Railway"), and the **TOWN OF BENNINGTON**, a municipal corporation with its principal office at 205 South Street, Bennington, Vermont 05402 ("Town").

W I T N E S S E T H :

WHEREAS, the Town, in cooperation with the State, has designed and plans to construct a federal-aid project, known as Bennington STP BIKE(26)S, which is described as follows:

Construction of a bicycle/pedestrian path in Bennington, beginning at School Street (TH #340) and extending northerly approximately 2.355 kilometers (1.46 miles) to Willow Road (TH #18) ("the Project");

and

WHEREAS, the State is the owner of a line of railroad, which is the remaining segment of the former Chatham Subdivision of the Rutland Railway Corporation, extending from River Street (TH #332) in Bennington village (Milepost 57.35) northerly approximately 4.47 miles to the junction with the former Main Line Subdivision in North Bennington (Milepost 61.85); and

WHEREAS, the State-owned railroad line extending through the Town of Bennington is included in the Railway's September 19, 1990 Lease and Operating Agreement with the State, a memorandum of which is recorded in the Town of Bennington land records at Book 0-228, Page 83, having been received for record on October 30, 1990; and

WHEREAS, in Sec 48 of Act No. 164 of 2008 (eff. June 21, 2008), the General Assembly authorized railbanking of a segment of the State-owned railroad line between River Street (TH #332) in Bennington village (Chatham Subdivision MP 57.35) and valuation station 3103+00 (Chatham Subdivision MP 58.77) in the Town of Bennington; and

WHEREAS, the parties subsequently determined that the northerly limit of the proposed railbanking should be extended just north of the northerly abutment of Bridge No. 56 over Furnace Brook, at Chatham Subdivision valuation station 3111+30 (Milepost 58.93; and

WHEREAS, the proposed railbanking now will extend from Milepost 57.35 (River Street) northerly 1.57 miles to Milepost 58.93 (just north of the northerly abutment of Furnace Brook bridge) ("the Railbanked Segment"); and

WHEREAS, the Town desires to use the Railbanked Segment's right-of-way for the Project; and

WHEREAS, the State and Railway, subject to the terms and conditions of this Agreement, are willing to allow the Town to use the Railbanked Segment's right-of-way for the Project;

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. **Surface Transportation Board (STB) Jurisdiction.** The parties acknowledge that the remaining segment of the former Chatham Subdivision north of River Street (TH #332) (Milepost 57.35) continues to be included in the Railway's grant of federal licensing authority from the federal Surface Transportation Board (STB). See *State of Vermont and Vermont Ry., Inc. – Exemption for Discontinuance of Service in Bennington, County, VT*, 51 Fed. Reg. 28,989 (Aug 23, 1986) (Docket No. AB-265 [Sub-No. 2X]) (discontinuance of service over 367 feet of former Chatham Subdivision between Milepost 57.29 and Milepost 57.36), and *Vermont Ry., Inc. – Modified Rail Certificate*, STB Finance Docket No. 34455 (served Jan. 27, 2004).

2. **STB Exemption Procedures.** The line segment between Milepost 57.35 and Milepost 58.93 has not been used to provide rail service for two or more years and therefore qualifies for the STB's exemption procedures. See 23 C.F.R. Part 1152 (Abandonment and Discontinuance of Rail Lines and Rail Transportation Under 49 U.S.C. 10903), Subpart F (Exempt Abandonments and Discontinuances of Service or Trackage Rights Filed Under the 49 U.S.C. 10903 Exemption Procedure).

3. **Notice of Exemption.** The Town, on the State's and Railway's behalf, will prepare for filing with the STB a notice of exemption (and related documents) for authority to discontinue service over the line segment between Chatham Subdivision Milepost 57.35 (River Street) and Chatham Subdivision Milepost 58.93 (just north of the northerly abutment of Furnace Brook bridge), in accordance with the requirements of 49 C.F.R. § 1152.50 (Exempt abandonments and discontinuances of service and trackage rights). To facilitate the Town's preparation of the notice of exemption (and related documents), the State and Railway will cooperate to provide the Town with documents in their possession that the Town may need. The Town will circulate drafts of the notice and related documents to the State and Railway for review and approval prior to filing.

4. **Petition for Interim Trail Use and Railbanking.** The Town, in accordance with the requirements of 49 C.F.R. § 11.52.29 (Prospective use of rights-of-way

for interim trail use and rail banking) will file a petition for interim trail use and railbanking with the STB.

5. **Costs.** The Town shall be responsible for STB filing fees and other out-of-pocket costs associated with the exemption procedure and petition for interim trail use and railbanking. In the event that the Railway incurs any third-party costs in connection with the exemption procedure, the Town will reimburse such costs provided they were reasonable and necessary, and provided further that they were submitted to the Town for reimbursement within 60 days of being incurred. To the extent such costs are eligible for federal participation under the Project, the Town may seek reimbursement from the State; however, the Town's obligation to the Railway under this paragraph is not contingent on Project eligibility.

6. **Long-term Lease of Railbanked Segment.** The parties will enter into a long-term lease authorizing the Town's use of the Railbanked Segment as a year-round, multi-use recreational path (including associated parking areas within the trail corridor). A copy of the draft long-term lease is attached hereto as Exhibit A and incorporated herein by reference.

7. **Construction of Runaround Track.** The Town has developed a plan for an approximately 650-foot-long "runaround track" north of Vermont Route 7A, from approximate Milepost 59.18 to approximate Milepost 59.36, in an area depicted on Exhibit B, which is attached hereto and incorporated herein (the Runaround Track). The plans for the runaround track are reasonably acceptable to the Railway, subject to final review and approval. The Town will be responsible for acquisition of any additional land and/or easements outside the existing Railway right-of-way that may be necessary for construction of the Runaround Track.

8. **Runaround Track Construction Work; Use of Approved Contractors.** Any installation or other excavation work within the Railway's right-of-way must be performed by the Town's own forces (if qualified by the Railway, as provided below) or by a contractor designated by the Town and approved in advance by the Railway. Under no circumstances shall the Town allow any contractor other than a Railway-approved contractor to work within the Railway's right-of-way.

In the event that the Town desires its own forces to become qualified to work within the Railway's right-of-way and/or desires one or more of the Town's contractors to become a Railway-approved contractor, the Railway, at the sole cost and expense of the Town or the Town's contractor, will provide appropriate training and certification. Such training and certification shall be made available to the Town and/or its contractor within a reasonable period of time but in no event more than six (6) months from the date of a written request to the Railway. These training and certification requirements apply to all employees and agents of the Town and of the contractor working in the Railway's right-of-way and to all subcontractors and their employees and agents working within the Railway's right-of-way.

9. **Salvage Procedures.** Following receipt of all necessary approvals by the STB, the Town will at its own expense:

- a. Remove the existing steel rail and all associated ties, switches and fittings within the Railbanked Segment, including any steel track under any roadway.
- b. Lawfully dispose of the removed materials after giving the Railway a commercially reasonable opportunity to take possession of any such materials, provided that the Railway pays at least fair market value to the Town for any materials that it chooses to take possession of pursuant to a written agreement between the parties entered into prior to the Town soliciting bids for the removal of the materials.
- c. Notwithstanding the foregoing, the Town shall deliver to the Railway any and all crossing signals within the Railbanked Segment and no payment shall be due to the Town in connection with those items.
- d. Establish a fence at the location depicted on Exhibit B.
- e. Construct the Runaround Track pursuant to a written agreement among the parties entered into prior to the Town's commencing any construction work within the Trail Segment.
- f. The Town, at its own expense, shall obtain any and all regulatory permits required for the work described in Section 7.
- g. In connection with constructing the Trail and undertaking the work described in Section 7, the Town will not remove any existing bridges without the prior consent of the Railway.
- h. Nothing herein shall be deemed to limit the Town's rights to reimbursement of costs under the grant agreement approved for Bennington STP BIKE(26)(S).

10. Cooperation. The parties agree to fully cooperate with each other in carrying out the terms of this Agreement. Without limitation, the parties agree to promptly sign and deliver such related documents as may be reasonably required to carry out the terms of the Agreement, to cooperate as reasonable, and to consult with each other in an attempt to promptly and amicably resolve any disputes or uncertainties that might arise. The parties recognize and agree that this Agreement does not state each and every obligation that might be required to file the Petition and to carry out the plans for the trail and for the Runaround Track (together, the Project). In the event that completion of the Project requires a substantial expense or expenditure of resources by one party that was not reasonably foreseeable at the time hereof, and in the event that the parties cannot resolve any such differences about the allocation of such expenses or resource expenditures, the parties agree to enter into mediation with a mutually agreeable mediator within 21 days of a demand by either party for mediation.

11. Termination. Any party may terminate this Agreement if:

- a. The Project is not completed by December 31, 2019, provided that a breach of this Agreement by such party was not the proximate cause of substantial delays to the Project; or

- b. If the Petition is not filed by June 30, 2018; or
- c. The STB denies the Petition; or
- d. If a regulatory permit necessary for the Project cannot reasonably be obtained, or is granted with conditions that substantially increase the costs or alter the Project;
- e. The parties cannot agree to the terms of a separate contract for the Runaround Track within 180 days of approval of the Petition by the STB.
- f. The state and/ or federal funds for the Project are not appropriated or are subject to sequester so that the Town in its sole judgment cannot proceed with the Project.
- g. If a party is in substantial breach of its obligations hereunder, and has not cured such breach within 60 days of receiving written notice from another party.

IN WITNESS WHEREOF, the STATE OF VERMONT has caused this instrument to be subscribed, this 22ND day of September, 2017, by Joe Flynn, its Secretary of Transportation and duly authorized agent.

STATE OF VERMONT
("State")

By: _____

Joe Flynn
Joe Flynn
Its Secretary of Transportation and Duly
Authorized Agent

STATE OF VERMONT)
WASHINGTON COUNTY, ss.)

At Montpelier, this 22ND day of September, 2017, personally appeared Joe Flynn and acknowledged the foregoing instrument, by him/her as Secretary of Transportation and duly authorized agent of the STATE OF VERMONT subscribed, to be his/her free act and deed and the free act and deed of the STATE OF VERMONT.

Before me,

Jo Ann Maguire
Notary Public
(My commission expires Feb. 10, 2019)

APPROVED AS TO FORM:

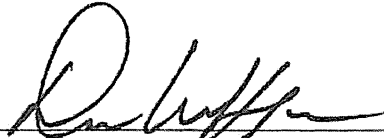
DATED: 9/22/2017

[Signature]
ASSISTANT ATTORNEY GENERAL

IN WITNESS WHEREOF, VERMONT RAILWAY, INC. has caused this instrument to be signed in its corporate name by David W. Wulfson, its President and duly authorized agent, this 6 day of NOVEMBER, 2017.

VERMONT RAILWAY, INC.
("VTR" or "Railway")

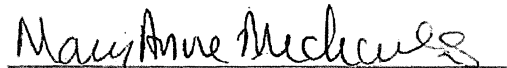
By:


David W. Wulfson, Its President and
Duly Authorized Agent

STATE OF VERMONT)
CHITTENDEN COUNTY, ss.)

At Burlington, this 6 day of NOVEMBER, 2017, personally appeared David W. Wulfson and acknowledged the foregoing instrument, by him/her as President of VERMONT RAILWAY, INC. subscribed, to be his/her free act and deed and the free act and deed of VERMONT RAILWAY, INC.

Before me,


Notary Public
(My commission expires Feb. 10, 2019)

IN WITNESS WHEREOF, the TOWN OF BENNINGTON has caused this instrument to be signed by Stuart A. Hurd, its Town Manager and duly authorized agent, this 14 day of November, 2017.

TOWN OF BENNINGTON
("Town")

By: Stuart A. Hurd
Stuart A. Hurd, Its Town Manager
and Duly Authorized Agent

STATE OF VERMONT)
BENNINGTON COUNTY, ss.)

At Bennington, this 14 day of November, 2017, personally appeared Stuart A. Hurd and acknowledged the foregoing instrument, by him/her as Town Manager of the TOWN OF BENNINGTON subscribed, to be his/her free act and deed and the free act and deed of the TOWN OF BENNINGTON.

Before me,

Elizabeth Antognese
Notary Public
(My commission expires Feb. 10, 2019)

EXHIBIT A

LEASE FOR

RAILBANKED SEGMENT

**LEASE AGREEMENT
BETWEEN
STATE OF VERMONT, AGENCY OF TRANSPORTATION,
JOINED BY VERMONT RAILWAY, INC.,
AND
TOWN OF BENNINGTON**

THIS AGREEMENT, entered into as of this ____ day of _____, 20____, by and between the STATE OF VERMONT, a sovereign state, acting by and through its Agency of Transportation, with its principal office at One National Life Drive, Montpelier, Vermont 05633-5001 ("STATE"), joined by VERMONT RAILWAY, INC., a Vermont corporation with its principal office at One Railway Lane, Burlington, Vermont 05401 ("RAILWAY"), and the TOWN OF BENNINGTON, a municipal corporation with its principal office at P.O. Box 469, Bennington, Vermont 05201-0469 ("USER").

WITNESSETH:

WHEREAS, the STATE is the owner of a line of railroad extending through the Town of Bennington, Vermont; and

WHEREAS, the STATE-owned railroad line extending through the Town of Bennington is included in the RAILWAY's September 19, 1990 lease with the STATE, a memorandum of which is recorded in the Town of Bennington land records at Book 0-228, Page 83, having been received for record on October 30, 1990; and

WHEREAS, in Sec. 48 of Act No. 164 of 2008 (eff. June 21, 2008), the General Assembly authorized railbanking of a segment of the STATE-owned railroad line between River Street (TH #332) in Bennington village (Chatham Subdivision MP 57.36) and valuation station 3103+00 (Chatham Subdivision MP 58.77) in the Town of Bennington ("the Line"); and

WHEREAS, the Line is railbanked and is to be used for interim trail use, in accordance with authorization from the federal Surface Transportation Board in *State of Vermont and Vermont Railway, Inc. – Discontinuance of Service Exemption – In Bennington County, VT*, STB Docket No. AB-265 (Sub-No. 4X) (served _____, 2016); and

WHEREAS, the parties hereto desire to enter into a long-term lease to govern the USER's usage of the Line as a year-round, multi-use recreational path (including associated parking areas within the trail corridor);

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I DEFINITIONS; DESCRIPTION

1.1. Meaning of Terms Used in this Agreement. Except as otherwise specifically provided, the following capitalized terms shall have the meanings specified below whenever used in this Agreement:

“Agreement” shall mean this Lease.

“Article” shall mean the major divisions of this Agreement, which are composed of one or more Sections.

“Highway” shall mean a road open to public travel that is part of the state highway system or has been accepted by a town or other municipal corporation.

“Lease” shall mean this Agreement.

“Line” means the State-owned railroad corridor in the Town of Bennington between Chatham Subdivision valuation stations 3028+08 (River Street) and 3111+30 (just north of the northerly pier of Bridge No. 56 over Furnace Creek) in the Town of Bennington.

“Multi-use” shall mean all forms of non-motorized transportation and recreation, as well as motorized transportation and recreation that is allowed under 23 U.S.C § 217(h) and Federal Highway Administration (FHWA) guidelines and regulations for the Transportation Alternatives Program.

“Party” or “Parties” shall mean the signatories to this Agreement, unless otherwise specified.

1.2. Description. The STATE hereby leases to the USER the following described premises (“the Demised Premises”) in “as is” condition:

Being a certain tract or parcel of the STATE’s land situated (approximately) between valuation station 3028+08 (River Street) in the Town of Bennington, Vermont, and extending northerly approximately 1.57 miles to valuation station 3111+30, also in the Town of Bennington.

In aid of the foregoing description, reference also may be had to certain valuation plans, prepared in accordance with standards prescribed by the former Interstate Commerce Commission, and entitled in part:

RIGHT-OF-WAY AND TRACK MAP
RUTLAND RAILROAD COMPANY
CHATHAM SUBDIVISION
OPERATED BY
RUTLAND RAILROAD COMPANY
SCALE: 1-IN. = 100-FT. JUNE 30, 1917

which are numbered V7/7 through V7/8.

ARTICLE II PERMITTED USE OF THE LINE

2.1. Trail Use. Subject to the terms and conditions of this Agreement, the terms and conditions of 23 U.S.C. § 101(a)(35) and Federal Highway Administration ("FHWA") guidelines and regulations for the Transportation Alternatives Program, USER shall have the right to construct, operate, maintain, and replace a year-round, multi-use recreational trail along the Line for the entire term of this Agreement.

2.2. Reactivation of Rail Service. In accordance with 49 C.F.R. § 1152.29 (Prospective use of rights-of-way for interim trail use and rail banking), USER acknowledges that use of the Line's right-of-way is subject to possible reconstruction and reactivation of the right-of-way for rail service.

2.3. Exclusive Control and Management. Except as provided in this Agreement, USER shall have exclusive control and management of trail operations on the Line.

2.4. All-terrain Vehicle Access. All requests for all-terrain vehicle crossings and/or access to the Line shall be forwarded to the STATE for processing in accordance with FHWA guidelines and regulations for the Transportation Alternatives Program and STATE statutes and policies. STATE will consult with USER on each request to address concerns. All construction, maintenance, replacement and safety improvements to the Line as a result of all-terrain vehicle crossings and/or access will be the responsibility of the all-terrain vehicle organization requesting the crossing/access.

ARTICLE III RESTRICTIONS ON USE OF THE LINE

3.1. Restrictions on USER's Use of the Line. USER shall not, without prior written consent of STATE:

- a. Allow use of the Line by motorized vehicles other than snowmobiles, emergency vehicles, authorized maintenance vehicles or all-terrain vehicles in STATE authorized areas which are identified and approved by the STATE;
- b. Allow use of the Line by motorized vehicles other than emergency vehicles before 6:00 a.m. or after 11:00 p.m.;
- c. Grant any easement, lease, license or right of occupancy in, on, under, through, above, across or along the Line, or any portion thereof, to any third party; or
- d. Cause or knowingly allow the creation of any encumbrance or lien on the Line or any portion of the Line.

ARTICLE IV RENT

4.1. Rent. The STATE reserves as rent and USER covenants to pay or cause to be paid to the STATE as and for the annual rental of the premises, the sum of One and no/100 Dollars (\$1.00).

4.2. Adjustment of Rent. In the event USER, with the STATE's approval, assigns this Agreement to any entity other than a municipal corporation or a non-profit corporation for continued

public use, the STATE reserves the right to increase rent to fair market value levels.

ARTICLE V ASSIGNMENT OF CONTRACTS

5.1. Third-Party Agreements; Assignment by STATE to USER. STATE shall assign to USER its rights in any easements, crossing agreements and other agreements ("Assigned Contracts") affecting the use, occupancy or possession of all or any portion of the Line, to the extent such rights are necessary for USER to conduct authorized USER operations on the Line. A schedule of Assigned Contracts is attached hereto as Exhibit A. USER shall be responsible for any and all liabilities under the Assigned Contracts and, except as provided in Article XIII, below, shall be entitled to any and all benefits under the Assigned Contracts, to the extent such liabilities and benefits are applicable to its authorized operations along the Line.

5.2. Third-Party Agreements; Assignment by USER to the STATE or the STATE's Designee. Upon expiration or termination of this Agreement, USER shall immediately transfer, assign and/or convey to the STATE or the STATE's designee the USER's rights under (i) the Assigned Contracts and (ii) any easements, crossing agreements and other agreements entered into during the term of this Agreement and shall not be liable for any obligations or eligible for any benefits arising from the Assigned Contracts or any agreements entered into during the term of this Agreement that accrue after the date of termination or expiration.

ARTICLE VI TERM AND TERMINATION

6.1. Effective Date. This Agreement shall become effective on the latter of (a) the execution of this Agreement by all parties, or (b) the effective date of the federal Surface Transportation Board's Notice of Interim Trail Use ("NITU") (the "Effective Date").

6.2. Initial Term. This Agreement shall continue in full force and effect for a period from the Effective Date through 11:59 p.m. on June 30, 2026 (the "Initial Term") unless sooner terminated for cause by STATE or for any reason by mutual agreement of the parties.

6.3. USER's Renewal Option. Prior to each renewal term, the STATE and the USER shall hold joint public meetings regarding planning, construction, operation, and maintenance of the multi-use trail. If USER performs all the agreements to be performed on its part, then it shall have the right, at the expiration of the current term (11:59 p.m. on June 30, 2026) to renew this Agreement for two (2) additional terms of ten (10) years each:

Description	Beginning Date	Ending Date
Initial term	Effective Date	June 30, 2026
First renewal term	July 1, 2025	June 30, 2036
Second renewal term	July 1, 2035	June 30, 2046

6.4. Survival of Obligations. Expiration or termination of this Agreement shall not relieve or release either party to this Agreement from any obligations assumed or from any liability which may have arisen or been incurred by either party under the terms of this Agreement prior to its termination.

6.5. Reactivation for Rail Service. Notwithstanding any other provision of this Agreement, the STATE and RAILWAY, either jointly or severally, reserve the right to terminate this Agreement upon one year's notice should the right-of-way be required for reactivation for rail service.

6.6. Holding Over. Should the TOWN, with the consent of STATE and RAILWAY, continue to occupy the Demised Premises after the expiration of the initial term or any renewal or extension period, then this Lease shall be considered as renewed and shall continue in effect from year to year, subject, however, to termination as provided in this Lease, upon the same term and conditions as contained in this Lease.

ARTICLE VII REPAIRS AND CAPITAL IMPROVEMENTS

7.1. Cooperation with STATE Forces and Contractors. Notwithstanding that the STATE may have no obligation under this Agreement to do so, USER acknowledges that the STATE, as part of its general interest in improving Vermont's transportation infrastructure, mitigating flood hazards, and protecting water quality, may from time to time desire to make repairs and improvements to the Line, including but not limited to rehabilitation and upgrading of bridges and crossings and removal of flood-plain encroachments. Should the STATE undertake any such repair or improvement, USER agrees that it will cooperate fully with STATE forces or any STATE-authorized contractor toward the reasonable accomplishment of such work, including but not limited to, coordinating its maintenance and operational functions with those of STATE forces and/or any such STATE-authorized contractor, allowing joint use of facilities, providing personnel as required for technical inspection and providing storage for materials, all at reasonable rates. The STATE agrees that reconstruction of the trail surface required as a result of work done to remove flood-plain encroachments shall be the responsibility of the STATE and shall comply with the Vermont Pedestrian and Bicycle Facility Planning and Design Manual (Vermont Agency of Transportation, December 2002). The STATE further agrees that no undue property management costs shall accrue to USER as a result of the STATE's flood-plain encroachment mitigation activities. The STATE agrees that it will require the following of any such STATE-authorized contractor:

- a. When the contract involves work on, over or under the Line's right-of-way, the contractor shall carry, with respect to operations performed by the contractor and by the contractor's subcontractors, liability insurance in form and amount as specified in the specifications for the project. The contractor's liability insurance policy shall remain in force until all work required to be performed within the Line's right-of-way is completed to the satisfaction of the USER and the STATE's Chief Engineer (or other designee).
- b. The contractor shall defend, indemnify and save harmless the USER and its officers, employees and agents against any claim or liability arising from or based on activities or omissions of the contractor or the contractor's subcontractors within or affecting the Line's right-of-way.
- c. Unless otherwise agreed between STATE and USER, contractors will be required to furnish a labor and materials bond and a compliance bond, both with sufficient sureties, in accordance with 19 V.S.A. § 10(8). The bonds shall guarantee the faithful performance and completion of the work to be done under the contract and the payment in full of all bills and accounts for material and labor used in the work.

7.2. Cooperation with USER. The STATE agrees that its forces and/or contractor will cooperate with and allow the USER or its agents free and full access to the project during construction

with all materials and equipment necessary for the USER's duly authorized employees and agents to undertake all inspection deemed necessary by the USER.

7.3. Avoidance of Interference with USER's Operations. All work to be performed with the Line's right-of-way by the STATE's forces and/or contractors shall be done in a manner reasonably satisfactory to the USER and, unless otherwise agreed between the STATE and the USER, shall be performed at such times and in such manner as to minimize disruptions to trail use along the Line.

7.4. Emergency Repairs. Notwithstanding any provision of this Agreement, the STATE reserves the right to enter and occupy the Demised Premises for emergency repairs, including but not limited to work needed to protect the Line, nearby highways, and private property.

ARTICLE VIII OPERATIONS AND MAINTENANCE

8.1. Compliance with Laws and Regulations; Indemnification by USER. Except for STATE-assumed obligations set forth in Article IX below, USER shall operate and maintain the Line in compliance with all applicable federal, state and local laws, rules and regulations relating to the operation and maintenance of the Line. USER shall indemnify, protect, defend, and save harmless STATE, RAILWAY, and their officials, agents and employees from and against any and all fines, penalties and uninsured liabilities imposed upon USER or its subsidiaries and affiliates, or their respective directors, officers, agents and employees under such laws, rules, and regulations by any public authority or court having jurisdiction over the Line, when attributable to the failure of USER to comply with its obligations in this regard.

8.2. Farm Crossings; Fences. Without limitation of Section 8.1 above, USER shall be responsible for all railroad obligations along the Line with respect to farm crossings, highway crossings, cattle guards, fences and water courses, all as set forth in the Vermont Statutes Annotated, Title 5 (Aeronautics and Surface Transportation), Chapter 68 (Construction and Operation of the Road), Subchapter 4 (Farm Crossings, Cattle Guards, Fences and Watercourses).

8.3. Additions or Alterations; Responsibilities of USER. If any changes in, additions and betterments to or retirements from the Line are required by any law, rule, regulation or ordinance promulgated by any governmental body having jurisdiction over the Line, USER shall construct the additional or altered facilities and shall be responsible for maintaining, repairing and renewing the additional or altered facilities throughout the term of this Agreement at its sole cost and expense. Notwithstanding the foregoing, nothing in this section shall limit the USER from seeking loans, grants, or other financial assistance for such costs from the State of Vermont, the United States of America, or any other third party.

8.4. Extent of USER's Maintenance Obligation; Title to New and Removed Property; Disposal of Removed Property. The USER's obligation to maintain shall include the obligation to inspect, clean, repair, rehabilitate, and replace embankments, bridges, abutments, piers, culverts, ditches, retaining walls, etc. as may be necessary to keep the Line in the condition required by this Agreement, comply with the Vermont Pedestrian and Bicycle Facility Planning and Design Manual (Vermont Agency of Transportation, December 2002), comply with current Agency of Transportation Vermont State Standards, and prevent injury to nearby property, both public and private. In the event of such replacement by USER, the new property shall become the property of STATE and the removed property shall become the property of USER regardless of whether the removed property is sold or retained by USER as materials and supplies. The USER shall promptly remove from the Line and dispose of in a lawful manner any removed property (including but not limited to salvaged bridge timbers and crossties)

that constitute hazardous materials under any federal or state laws. If USER determines that any buildings or other facilities are not essential to its operations, it may request that STATE relieve it of its obligations in this Article VIII with respect to those portions of the Line. If it is decided that non-essential buildings or other facilities should be dismantled or removed, USER shall pay to STATE the net salvage value thereof, as it reasonably may be determined by STATE.

8.5. TOWN's Obligation to Construct and Maintain Northerly Access. The TOWN, at its own expense and concurrent with the construction of the rail trail, shall construct, operate, and maintain a formal access path connecting to the northerly terminus of the rail trail. The Town shall construct or cause to be constructed a formal pathway to connect the terminus of the rail trail with either the Applegate Housing complex or Northside Drive.

ARTICLE IX BRIDGES AND HIGHWAY CROSSINGS

9.1. Obligations of the STATE. During the term of this Agreement and any renewal of this Agreement, the STATE shall:

- a. Maintain, repair, replace and install when necessary all state highways at grade crossings on the Line;
- b. Maintain, repair, replace, and install when necessary all structures, including approaches, carrying state and town highways over the Line; and
- c. Maintain, repair, replace and install when necessary all state highways going under the Line.

9.2. Highway Grade-Separation Structures. A list of the structures carrying highways over the Line within the meaning of Section 9.1(b) above is attached to this Agreement as "Exhibit B" and is incorporated by reference.

9.3. Third-Party Obligations to Maintain Crossings, Bridges, Fences, etc. Nothing in this Article shall impair any obligation of any municipality or other third party to maintain highway crossings, bridges, fences, structures, or any other statutory, regulatory or contractual obligations of any municipality or other third party.

9.4. Inability of STATE to Perform; Limitation on Remedies. If the STATE, because of the unavailability of appropriated funds or otherwise, is unable to perform its obligations under this Article, it will so notify USER, in which event USER's sole remedy will be to perform at USER's expense such installation, repair or maintenance as STATE and USER agree is necessary to permit USER to fulfill its obligations under this Agreement or to terminate this Agreement.

9.5. Grade Separations; STATE's Right to Substitute At-grade Crossings. Notwithstanding anything in this Agreement, the STATE, in its discretion, may substitute at-grade crossings for existing grade separations between the Line and public highways. Any at-grade crossing thus substituted shall comply with the Vermont Pedestrian and Bicycle Facility Planning and Design Manual (Vermont Agency of Transportation, December 2002) and any applicable requirements of the Americans with Disabilities Act (ADA).

9.6. Grade Separations; USER's Right to Substitute At-grade Crossings. Notwithstanding anything in this Agreement, the USER, with approval of the STATE, may substitute at-grade crossings

for existing grade separations carrying the Line over public highways. Any at-grade crossing thus substituted shall comply with the Vermont Pedestrian and Bicycle Facility Planning and Design Manual (Vermont Agency of Transportation, December 2002) and any applicable requirements of the Americans with Disabilities Act (ADA).

ARTICLE X TAXES AND UTILITIES

10.1. Responsibility for Property and Other Taxes. USER shall be responsible for the payment of all taxes that may be assessed, levied, charged, confirmed or imposed by any governmental authority on the Line.

10.2. Responsibility for Utility Services. USER shall initiate, contract for and obtain, in its own name, any and all utility services required on the Line during the term of this Agreement, including gas, electricity, telephone, water and sewer connections and services, and USER shall bear and pay all charges for those services as they become due during the term of this Agreement.

10.3. General Responsibility. Except as otherwise expressly provided herein, USER shall be solely responsible for all costs, expenses, charges, obligations and liabilities, of any nature and kind, relating to or arising from its use, occupancy, interest in, maintenance of or trail operations on the Line during the term of this Agreement.

ARTICLE XI INDEPENDENCE; LIABILITY

11.1. Independence; Liability. The USER will act in an independent capacity and not as officers or employees of the STATE or RAILWAY.

The USER shall defend the STATE, RAILWAY, and their officers and employees against all claims or suits arising in whole or in part from any act or omission of the USER or of any agent of the USER. The STATE or RAILWAY shall notify the USER in the event of any such claim or suit, and the USER shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement, the USER may request recoupment of specific defense costs and may file suit in the Washington Superior Court requesting recoupment. The USER shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the USER.

The USER shall indemnify the STATE, RAILWAY, and their officers and employees in the event that the STATE, RAILWAY, or their officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the USER.

ARTICLE XII INSURANCE

12.1. Insurance. Before entering into possession of the Demised Premises the USER must provide certificates of insurance to show that the following minimum coverages are in effect. It is the

responsibility of the USER to maintain current certificates of insurance on file with the STATE and RAILWAY through the term of this Lease Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the USER for the USER's operations. These are solely minimums that have been established to protect the interests of the STATE and RAILWAY.

Workers Compensation: With respect to all operations performed, the USER shall carry workers compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the USER shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/Legal Liability

USER shall name the STATE, RAILWAY, and their officers and employees as additional insureds for liability arising out of this Lease Agreement.

Automotive Liability: The USER shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the contract. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

USER shall name the STATE, RAILWAY, and their officers and employees as additional insureds for liability arising out of this Lease Agreement.

12.2. Increases in Required Minimum Insurance. The STATE and RAILWAY reserve the right, upon thirty (30) days' written notice, to require reasonable increases in the foregoing required minimum insurance.

12.3. Certificates of Insurance; Minimum Period for Notice of Lapse or Material Changes in Insurance. The certificates of insurance required to be provided by the USER shall specifically state that the insurance company shall furnish to STATE and RAILWAY at least thirty (30) days' notice of any lapse or material changes in such insurance. This provision shall not, however, be deemed to establish the liability of STATE or RAILWAY for the payment of any premiums or other charges for the insurance coverage.

12.4. Indemnification; Obligation of USER Unaffected by Failure or Inadequacy of Insurance Coverage. The complete or partial failure of an insurance carrier, for any reason whatsoever, to protect and indemnify the USER, or the inadequacy of insurance coverage obtained by the USER, shall not affect the obligation of the USER to indemnify STATE and/or RAILWAY as provided in Article XI or elsewhere in this Agreement.

ARTICLE XIII THIRD-PARTY AGREEMENTS

13.1. Third-Party Agreements; STATE's Entitlement to Rents and Fees. Notwithstanding Article V above, the STATE shall have the right to any and all rents, license fees and permit fees arising from present and future easements, leases, licenses or other agreements with third parties (including any renewals thereof) to use or access the Line, including but not limited to rents, license fees and other revenues paid by utilities occupying a portion of the Line with poles and wires, and all revenues arising from the rights assigned to the STATE by the Rutland Railway Corporation or other railroad operators. Such future easements, licenses or other agreements with third parties (including any renewals thereof) shall not unreasonably interfere with USER's operations on the Line.

13.2. Leases and Licenses to Third Parties. Notwithstanding Section 1.2 above, the STATE reserves the exclusive right to lease to third parties portions of the Line's right-of-way which lie more than fifteen feet (15') from the former centerline of track, which have not been developed by the USER for trail amenities (such as parking areas or scenic overlooks), and which are not required for USER's actual operations along the Line. The STATE further reserves the exclusive right to license to third parties access to or crossing of the trail in areas that do not in the STATE's sole judgment interfere with the operation of the trail. The STATE shall consult with, and coordinate third-party leases and licenses with the USER.

13.3 Special Use Permits. The USER may authorize or issue non-renewable permits for special events which do not exceed 10 days and are recreational in nature. Notwithstanding Section 13.1 above, the USER shall be entitled to any fees arising from such use. The USER shall consult with and coordinate all special use permits with the STATE.

13.4. Telecommunications. The STATE and RAILWAY reserve the right to install, or license third parties to install, telecommunications facilities (including but not limited to fiber optic lines) along the Line's right-of-way. Such installations or licenses shall not unreasonably interfere with USER's operations on the Line.

ARTICLE XIV [Deliberately omitted.]

ARTICLE XV DEFAULT AND TERMINATION

15.1. Termination Upon USER's Failure to Cure Default. In the event of any substantial failure on the part of USER to perform any of its obligations under this Agreement and its continuance in default for a period of thirty (30) days after written notice of the default sent by certified mail from STATE, STATE shall have the right at its option, and notwithstanding any waiver by STATE of any prior breach, to terminate USER's right to use the Line under this Agreement, subject to and in accordance with any applicable laws or government regulations.

ARTICLE XVI [Deliberately omitted.]

**ARTICLE XVII
DISPUTE RESOLUTION;
EXHAUSTION OF ADMINISTRATIVE REMEDIES**

17.1. Initial Reference of Disputes. All questions or disputes arising under the terms of this Agreement shall, in the first instance, be referred for decision to the Director of the STATE's Division of Policy, Planning, and Intermodal Development (the "Director").

17.2. Appeal to Secretary of Transportation. If the USER is aggrieved by the Director's decision, then the USER may appeal in writing to the STATE's Secretary of Transportation (the "Secretary") through the Director. Any such notice of appeal must be filed with the Director within 30 days of the decision from which the appeal is taken and shall fully describe the nature and extent of the questions or disputes appealed, together with any supporting documentation.

17.3. Appeal to Transportation Board. If the USER is aggrieved by the Secretary's decision, then the USER may appeal in writing to the STATE's Transportation Board (the "Board") under 19 V.S.A. § 5(d)(4). In accordance with 19 V.S.A. § 5(h), the notice of appeal must be filed with the Secretary within 30 days of the decision from which the appeal is taken. The Secretary shall promptly forward the notice of appeal to the Board, together with the Agency's record of decision.

17.4. Judicial Review of Transportation Board Decision. In accordance with 19 V.S.A. § 5(c), a final order of the Board may be reviewed on the record by the Supreme Court.

**ARTICLE XVIII
SUCCESSORS AND ASSIGNS**

18.1. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided, however, that USER shall not transfer or assign this Agreement, or any of its rights, interests or obligations hereunder, to any person, firm, or corporation without obtaining the prior consent of STATE, which consent may be withheld by STATE in its sole discretion.

**ARTICLE XIX
INSPECTION**

19.1. STATE's and RAILWAY's Right of Inspection. The STATE, RAILWAY, and their designees shall have the right of entry for the purpose of inspection of the Line. Except in emergency circumstances, this right of entry shall be exercised during normal working hours.

**ARTICLE XX
FORCE MAJEURE**

20.1. Force Majeure; Exceptions to Default. A party shall not be considered to be in default in respect of any obligation hereunder if prevented from fulfilling such obligation by reason of uncontrollable forces, the term "uncontrollable forces" being deemed for purposes hereof to mean any cause beyond the control of such party including, but not limited to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor stoppage, sabotage, and restraint by court or public authority, which such party could not reasonably have been expected to avoid, and which by exercise of due diligence it shall be unable to overcome.

20.2. Normal Winter Weather. For purposes of this Article, the term “uncontrollable forces” shall not include normal winter weather (including but not limited to snow, ice, freezing rain and subfreezing temperatures) that occurs between November 15 and April 15.

ARTICLE XXI NOTICE

21.1. Manner of Notice. Any notice required, given or made by any one party to any other party under this Agreement shall be deemed given on the date sent by certified mail, Federal Express or similar overnight courier service, or by such other means as the parties may agree, and shall be addressed as follows:

If to STATE:	Secretary of Transportation Vermont Agency of Transportation One National Life Drive Montpelier, VT 05633-5001
With copy to:	Assistant Attorney General Vermont Agency of Transportation One National Life Drive Montpelier, VT 05633-5001
If to RAILWAY:	President Vermont Railway, Inc. One Railway Lane Burlington, VT 05401
If to USER:	Town Manager Town of Bennington P.O. Box 469 Bennington, VT 05201-0469

21.2. Change of Address. Any party may provide changes in the above addresses to the other party by personal service or United States mail.

ARTICLE XXII MISCELLANEOUS PROVISIONS

22.1. No Third-Party Benefit. Except as may be specifically provided for in this Agreement, this Agreement and each and every provision hereof is for the exclusive benefit of the parties to this Agreement and not for the benefit of any third party. Nothing herein contained shall be taken as creating or increasing any right of any third party to recover by way of damages or otherwise against any of the parties to this Agreement.

22.2. Previous Oral Understandings Superseded by this Agreement. This Agreement contains the entire understanding of the parties hereto and supersedes any and all oral understandings between the parties with respect to the subject matter of this Agreement.

22.3. Amendments to be in Writing. No term or provision of this Agreement may be changed, waived, discharged or terminated except by an instrument in writing and signed by all parties to this Agreement.

22.4. Interpretation of Words, Terms and Phrases. All words, terms and phrases used in this Agreement shall be construed in accordance with the generally applicable definition or meaning of such words, terms and phrases in the transportation industry.

22.5. Article and Section Headings for Convenience Only. All article and section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

22.6. Agreement Result of Mutual Negotiations. This Agreement is the result of mutual negotiations of the parties hereto, neither of which shall be considered the drafter for purposes of contract construction.

22.7. Default; Limitation of Waiver. Any waiver at any time by either party hereto of its right with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any subsequent default or matter. No delay, short of the statutory period of limitations, in asserting or enforcing any right hereunder shall be deemed to be a waiver of such right.

22.8. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont.

22.9. Historic Preservation. To facilitate the STATE's compliance with the Vermont Historic Preservation Act, 22 V.S.A. Chapter 14, the USER agrees that it will consult the Vermont Advisory Council on Historic Preservation before engaging in activities that would alter any State-owned property or resource along the Line that is potentially of historical, architectural, archaeological or cultural significance including any property listed on or eligible for the State Register of Historic Properties.

22.10. Tax Compliance. Pursuant to 32 V.S.A. § 3113, USER hereby certifies, under the pains and penalties of perjury (maximum penalty: 15 years in prison, a \$10,000.00 fine, or both), that it is in good standing with respect to, or in full compliance with a plan approved by the Commissioner of Taxes to pay, any and all taxes due the State of Vermont as of the date of this Agreement. Notwithstanding any other provision of this Agreement, STATE reserves the right to deny any renewal, extension, consent, or permission under this Agreement unless USER and any proposed assignee first provide STATE with written certification of tax compliance in accordance with 32 V.S.A. § 3113.

22.11. Recording. The TOWN, at its own expense, will record this Lease Agreement in the Town of Bennington land records. As soon as they are available, the TOWN will notify STATE and RAILWAY of the recording data (book, page, and date received for record).

22.12. Document Preparation, Review, and Processing Fee. In addition to the rent specified above, the TOWN agrees to pay the RAILWAY the non-refundable sum of \$500.00, representing a portion of its cost of preparing, reviewing, and processing this document.

ARTICLE XXIII

HAZARDOUS MATERIALS; ENVIRONMENTAL REPORTS

23.1. Compliance with Cleanup Laws. The USER, at its own expense, shall comply with all present and hereinafter enacted environmental/cleanup responsibility laws ("Cleanup Laws") and the user will not permit any spills or discharges of hazardous substances or wastes on the Demised Premises during the USER's occupancy of the Demised Premises. The USER, at its own expense, shall promptly notify the STATE of any such spills or discharges of hazardous substances or wastes occurring during the term of this Agreement and it shall make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authorities (the "Authorities") under the Cleanup Laws. Should the Authority(ies) determine that a cleanup plan be prepared and that a cleanup be undertaken because of any spills or discharges of hazardous substances or wastes on the Demised Premises occurring during the term of this Agreement, then USER, at its own expense, shall prepare and submit the required plans and financial assurances and carry out the approved plans.

23.2. USER Responsibilities. The USER's obligations under this Article shall arise if there is any closing, terminating or transferring of operations of USER's establishment pursuant to the Cleanup Laws. At no expense to the STATE, the USER shall promptly provide all information requested by the STATE to determine the applicability of the Cleanup Laws to the Demised Premises, and shall sign the affidavits or submissions promptly when requested to do so by the STATE.

23.3. Defense and Indemnification. The USER shall indemnify, defend and hold harmless the STATE and RAILWAY from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges of hazardous substances or wastes on the demised premises arising out of USER's operations during the term of this Agreement; and from all fines, suits, procedures, claims and actions of any kind arising out of the USER's failure to provide all information, make all submissions and take all steps required by the Authority(ies) under the Cleanup Laws or any other environmental laws.

23.4. Notification to STATE and RAILWAY. The USER shall promptly supply the STATE and RAILWAY with any notices, correspondence and submissions made by the USER to any Authority(ies), including the United States Environmental Protection Agency ("EPA"), the United States Occupational Safety and Health Administration ("OSHA"), or any other local, state or federal authority that requires submission of any information concerning environmental matters or hazardous wastes or substances.

23.5. Survival of USER Obligations. The USER's obligations and liabilities under this Article shall continue so long as the STATE or RAILWAY remains responsible for any spills or discharges of hazardous substances or wastes on the Demised Premises that occur during the term of this Agreement.

ARTICLE XXIV

STORAGE, HANDLING AND TRANSPORTATION OF HAZARDOUS MATERIALS AND WASTES

24.1. USER's Obligations. The USER shall comply with all present and hereinafter enacted federal, state and local laws, ordinances, rules and regulations dealing with the storage, handling and transportation of hazardous substances and wastes. Without limitation of the foregoing, the USER's attention is directed to Titles 40 and 49 of the Code of Federal Regulations (storage and handling of hazardous materials) and the applicable laws and regulations of federal and state departments and agencies dealing with agriculture, public utility regulation, labor and industry, environment and natural

resources, public health, safety, health, emergency management, and forests, parks and recreation, as well as any other department or agency concerned with hazardous substances or wastes.

* * * [Signature pages follow] * * *

IN WITNESS WHEREOF, the **STATE OF VERMONT** has caused this instrument to be subscribed, this ____ day of _____, 20____, by Joe Flynn, its Secretary of Transportation and duly authorized agent.

STATE OF VERMONT
("STATE")

By: _____
Joe Flynn, Its Secretary of Transportation and
Duly Authorized Agent

STATE OF VERMONT)
WASHINGTON COUNTY, ss.)

At Montpelier, this ____ day of _____, 20____, personally appeared Joe Flynn and acknowledged the foregoing instrument, by him/her as Secretary of Transportation and duly authorized agent of the **STATE OF VERMONT** subscribed, to be his/her free act and deed and the free act and deed of the **STATE OF VERMONT**.

Before me,

Notary Public
(My commission expires Feb. 10, 2019)

APPROVED AS TO FORM:

DATED: _____

ASSISTANT ATTORNEY GENERAL

IN WITNESS WHEREOF, VERMONT RAILWAY, INC. has caused this instrument to be signed in its corporate name by David W. Wulfson, its President and duly authorized agent, this _____ day of _____, 20__.

VERMONT RAILWAY, INC.
("RAILWAY")

By: _____
David W. Wulfson, Its President and
Duly Authorized Agent

STATE OF VERMONT)
CHITTENDEN COUNTY, ss)

At Burlington, this _____ day of _____, 20__, personally appeared David W. Wulfson and acknowledged the foregoing instrument, by him/her as President of **VERMONT RAILWAY, INC.** subscribed, to be his/her free act and deed and the free act and deed of **VERMONT RAILWAY, INC.**

Before me,

Notary Public
(My commission expires Feb. 10, 2019)

IN WITNESS WHEREOF, the TOWN OF BENNINGTON has caused this instrument to be signed by Stuart A. Hurd, its Town Manager and duly authorized agent, this ____ day of _____, 20__.

TOWN OF BENNINGTON
("USER")

By: _____
Stuart A. Hurd, Its Town Manager
and Duly Authorized Agent

STATE OF VERMONT)
BENNINGTON COUNTY, ss)

At Bennington, this ____ day of _____, 20__, personally appeared Stuart A. Hurd and acknowledged the foregoing instrument, by him/her as Town Manager of the TOWN OF BENNINGTON subscribed, to be his/her free act and deed and the free act and deed of the TOWN OF BENNINGTON.

Before me,

Notary Public
(My commission expires Feb. 10, 2019)

EXHIBIT A
SCHEDULE OF ASSIGNED CONTRACTS

<i>Valuation Plan</i>	<i>Town</i>	<i>Name of Lessor, etc.</i>	<i>Date</i>	<i>Type</i>

EXHIBIT B

PLAN FOR

RUNAROUND TRACK

EXHIBIT B
SCHEDULE OF BRIDGES CARRYING PUBLIC HIGHWAYS OVER THE LINE

<i>Bridge No.</i>	<i>Mile Post</i>	<i>Location</i>	<i>Feature Crossed</i>	<i>Number of Spans</i>	<i>Length in Feet</i>	<i>Type of Bridge</i>	<i>Year Built</i>