



*Victoria F. Sheehan*  
Commissioner

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



*William Cass, P.E.*  
Assistant Commissioner

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

Bureau of Rail and Transit  
September 9, 2022

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**REQUESTED ACTION**

Authorize the Department of Transportation to enter into a contract with the St. Lawrence & Atlantic Railroad Company, Auburn, ME (VC#166963) for an amount not to exceed \$500,000.00 for track improvements on its privately-owned short line railroad that runs through Northumberland and Stratford, NH in Coos County, effective upon Governor & Council approval through November 30, 2023. 100% Capital General Funds.

Funding is available as follows:

	<u>FY 2023</u>
04-96-96-960030-9345	
Capital Projects	
034-500161 Coos County Rail	\$500,000.00
Improvements	

**EXPLANATION**

Pursuant to the Laws of 2021, Chapter 21-1XIV4, the State appropriated \$500,000.00 of capital budget funds to support the St. Lawrence & Atlantic Railroad Company rehabilitation project and match equivalent railroad funds. This agreement is for the rehabilitation of 1.37 miles of track between Mile Post 125.72 and Mile Post 127.09 on the St. Lawrence & Atlantic Railroad in Northumberland and Stratford in the County of Coos, State of New Hampshire.

This agreement will provide funding for the St. Lawrence & Atlantic Railroad to make improvements to a segment of its 52.6-mile privately-owned short line railroad that runs between North Stratford and Shelburne, NH. Improvements to and rehabilitation of this line will continue to allow rail freight movement of multiple commodities and help provide safer operations and a safe increase in the volume of rail cars on the corridor. Major components of the project include track refurbishment, including rail replacements with over 14,400 feet of continuous welded rail, ballast work, and line resurfacing in Northumberland and Stratford to accommodate industry-standard 286,000-lb. rail cars and increase train speeds. The repairs and improvements will help bring this segment of track up to industry standards and allow competitive shipping between New Hampshire, Maine, Vermont and the rest of North America.

The total cost for this project is \$1,000,000.00. In addition to the State contribution of \$500,000.00, the St. Lawrence & Atlantic Railroad Company will provide matching funds for this project in the amount of \$500,000.00.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan  
Commissioner

Attachments

**SPECIAL AGREEMENT  
COOS RAIL IMPROVEMENTS  
STATE CAPITAL FUNDS (LAWS OF 2021)**

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

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

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

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

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

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

Whereas, pursuant to Chapter 21:1XIV4, Laws of 2021, the State appropriated \$500,000 of capital budget funds to support the St. Lawrence & Atlantic Railroad Company rehabilitation project and match railroad funds for the rehabilitation of 14,400 feet of rail (1.37 miles of track) between MP 125.72 and 127.09 on the St Lawrence & Atlantic Railroad in the Town of Stratford, County of Coos, State of New Hampshire; and

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

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

1. AUTHORIZATION OF FUNDS

The NHDOT shall reimburse 50% of net project costs, not to exceed \$500,000, for the replacement of rail on the St. Lawrence & Atlantic Railroad Company rail line in Northumberland and Stratford, NH in accordance with State requirements and the terms of this Agreement. Funding for the Project shall include \$500,000 of Grantee funds and \$500,000 of State Capital Budget funds, with the overall Project totaling \$1,000,000.

2. PROJECT DESCRIPTION

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

A. MP 125.72 to MP 127.09, Towns of Northumberland and 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 21:1XIV4, Laws of 2021, State of New Hampshire.

3. DEFINITIONS

- A. Grantee – St. Lawrence & Atlantic Railroad Company.
- B. Grantee's Representative – The Grantee shall designate a person to coordinate and manage all Grantee responsibilities regarding the development of the Project.
- C. State – State of New Hampshire
- D. NHDOT – New Hampshire Department of Transportation (through the Bureau of Rail & Transit)
- E. Contracting Officer – Commissioner of NHDOT, or the person designated by the NHDOT to coordinate and manage all NHDOT responsibilities regarding the Project
- F. Federal Railroad Administration – Industry Regulations and Procedures, CFR Title 49 parts as applicable.
- G. Scope – The Grantee shall furnish all personnel, facilities, equipment, and other materials and services (except as otherwise specified herein) necessary to perform the approved Project, as set forth in Narrative, St. Lawrence & Atlantic Railroad / New Hampshire State Capital Fund Project and St. Lawrence & Atlantic Railroad 2022 NHDOT Rail upgrade Project Cost Estimate (**Attached**).
- H. Project Completion Date – November 30, 2023.
- I. Net Project Cost – Eligible project cost less revenue (Project Income, i.e. rail salvage value)
- J. Project Cost – The total estimated cost of the Project as defined in the Scope of Work, which is described in the 2022 NHDOT Rail upgrade Project Cost Estimate, is \$1,000,000 and includes \$500,000 of State Capital Budget funds and \$500,000 of St. Lawrence & Atlantic Railroad contributions. State reimbursement to the St. Lawrence & Atlantic Railroad under this Agreement shall not exceed \$500,000, which is State Capital Budget funds and represents no more than 50% of net project costs.

4. CONTRIBUTION BY THE RAILROAD (GRANTEE)

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

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

- C. Change Order. The Grantee may submit proposed revisions to the scope of work 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 Project. The Grantee shall make all such plans, specifications, estimates and contract documents available to the NHDOT for review upon request.
- E. The Grantee shall obtain all permits and licenses necessary to construct the Project. Also, the Grantee shall be solely responsible to develop and prepare all environmental studies and reports necessary for the Project.
- F. The Grantee shall certify to NHDOT that it holds a legal interest to the property upon which the Project will be constructed or has obtained written authorization in the form of easements or licenses from the owners of the property upon which all or a portion of the Project will be constructed. Such title or easement or license shall remain with the Grantee for the term described below in Section 18, unless assignment or release of the lien specified in Section 18 is approved in writing from NHDOT.

## 5. REPORTING

The Grantee shall submit a detailed narrative report with each invoice detailing work and improvements including project limits by Mile Post (MP 125.72 to MP 127.09).

## 6. REIMBURSEMENT PROCEDURES

The Grantee shall submit an invoice to the NHDOT no less than quarterly for all claims for reimbursement of eligible Project costs incurred 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

If the Grantee has not incurred expenses during a quarter, the Grantee shall not be required to submit an invoice; invoices are only required for quarters in which the Grantee has incurred reimbursable expenses. 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, no less than quarterly, shall be submitted on the Grantee's billhead, reference NH 2021 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.

7. GENERAL PROVISIONS

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

8. INDEMNIFICATION.

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

9. PROJECT RECORDS.

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

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

10. THIRD PARTIES.

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

11. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination. The State shall not be required to transfer funds from any other account to the Account established for this project in the event funds are unavailable.

12. INTERPRETATION AND PERFORMANCE.

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

13. ENTIRE AGREEMENT.

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

14. TERMS.

All of the provisions set forth in this Agreement, excepting Sections 8, 9 and 18, shall be satisfactorily completed by November 30, 2023. The deadline may be changed with written concurrence between NHDOT and Grantee.

15. NOTICE.

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

To NHDOT:

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

Attention: Louis A. Barker  
Railroad Planner

To the Grantee:

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

Attention: Mr. Jason Birkel  
General Manager



16. SEVERABILITY.

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

17. PROJECT COMPLETION, AUDIT, AND CLOSEOUT

- A. Project Completion – Within 90 days of the Project Completion date or termination by the NHDOT, the Grantee will submit a final certification or summary of Project expenses.
- B. Audits – Grantee agrees to assist the State in audits, if so required, in accordance and with applicable State Statute.
- C. Project Closeout – Project closeout occurs when all required Project work and all administrative procedures required have been completed, and when the State notifies the Grantee and final payment has been forwarded to the Grantee. Project closeout shall not invalidate any continuing obligations imposed on the Grantee by this Agreement.

18. CONTINUATION OF SERVICE, MAINTENANCE AND LIEN

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

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

Pursuant to RSA 228:66, V, the NHDOT and the Grantee agree that a lien on the improved property shall be created in favor of the State of New Hampshire in an amount which equals NHDOT's pro rata share, of the improvements made (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 or falsification of any claims submitted by the Grantee for reimbursement,
- B. Breach of any material provisions of this Agreement; and,
- C. Failure to complete the Project within the Terms as set forth in this Agreement.

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

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

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

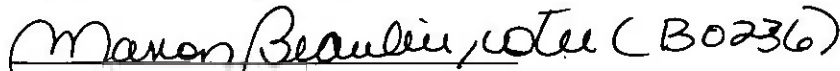
Date: 2 SEPTEMBER, 2022

By:   
 (Signature)  
RICKY McLELLAN, PRESIDENT?  
 (Name & Title)

County of Canada, Quebec


On this the 2nd day of September, 2022, before me, Manon Beaulieu, Notaire, the undersigned officer, personally appeared Ricky McLellan, 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.

  
 Notary Public/Justice of the Peace

State of New Hampshire, Department of Transportation

Date: September 15, 2022

By:   
 (Signature)  
VICTORIA SHEEHAN, COMMISSIONER  
 (Name & Title)

The foregoing Agreement, having been reviewed by this office, is approved as to form and execution this 11 day of October, 2022.

THE OFFICE OF THE ATTORNEY GENERAL

By: Emily C. Gering  
Attorney

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

\_\_\_\_\_  
(Date)

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

ATTACHMENTS TO AGREEMENT

- Scope of Work
- Project Budget
- Certificate of Good Standing
- Certificate of Corporate Vote/Authority
- Draft Lien

## Narrative

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

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

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

Much of the existing rail is of lighter #100 Lb. weight, over 80 years-old, bolted in 39-foot sections, and made with the inferior non-controlled cooled technology. The obsolete rail is prone to internal metallurgical failures, creating risks for derailments if undetected, and is outdated for modern railcar weight capacities. Through a series of federal and state public - private partnerships and a steady stream of investments by SLR, most of the line has been upgraded with new heavier continuous welded rail. The route is down to the last 8 miles of obsolete rail in New Hampshire. Replacement of 15,600 linear feet of this rail with new 115# continuously welded rail will progress towards the ultimate goal of opening up the entire route to modern 286,000 lb. freight carload shipments, return the track to a state of good repair, and allow for significant future growth in freight shipments. The SLR is the only connections in New Hampshire are with the New Hampshire Central RR at Groveton and North Stratford.

#### Public Benefits of this Project:

- Improves sourcing and distribution options for current businesses in New Hampshire to receive and ship 286,000 lb. rail cars.
- Increases freight rail capacity to the publicly owned seaport facilities in Portsmouth, New Hampshire.
- Increases marketability of industrial sites (greenfield and brownfield) on the corridor, helping with industrial sector job creation.

ATTACHMENT

- Opens markets for export shippers in New Hampshire.
- Long term and meaningful transportation infrastructure improvements in a region currently faced with inadequate freight transportation options and increasing freight demands.
- Significant matching funds provided by SLR (50%)
- Moves towards completion of a long-term project actively supported by three states (NH/VT/ME) and the Province of Quebec as well as many regional stakeholders.

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

MP 125.72 to MP 127.09, from Mapleton northerly in the Town of Northumberland into the Town of Stratford, NH.

Other Track Material Used:

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

3.5 spikes per plate

2 joint bars per joint

4 track bolts per joint

3 tie plugs per plate

6,700 rail anchors per mile

4 bonded insulated joints

550 tons of ballast per mile

74 cross ties

9 eye neck bolts

The total Project cost is \$1,000,000.00, split SLR 50% (\$500,000.00) and NHDOT 50% (\$500,000.00) See separate project Materials & Labor Cost Estimate (Exhibit B) for more details.

The plan is to start at the east end of the project, Mile Post 125.72 to Mile Post 127.09 and finish the project over a period of two construction seasons. Project will commence in September of 2022 and will be completed and inspections complete by November 30, 2023. The Project will be put out to bid to qualified railroad contractors and overseen by SLR employees.

**St. Lawrence & Atlantic Railroad  
2022 NHDOT Rail upgrade project cost estimate**

Project location : Berlin subdivision between miles 125.72 and 127.09

**MATERIAL**

Item	Qty	Unit	Unit cost	Total
Rail - 115RE new	14400	lin. ft	\$ 30.37	\$ 437,328
OTM (Spikes, plates, anchors, joint bars and bolts)	-	-	-	\$ 121,413
Other material (ballast, IJs, tie plugs, etc.)	-	-	-	\$ 16,203
<b>Total material</b>				<b>\$ 574,944</b>

**LABOR**

Item	Qty	Unit	Unit cost	Total
Contractor - Mobilization/demobilization	1	Unit	\$ 75,000	\$ 75,000
Contractor - Rail installation	14400	Lin. ft	\$ 12.00	\$ 172,800
Contractor - Rail welds	180	Each	\$ 750.00	\$ 135,000
Contractor - Surfacing	1.36	Track miles	\$ 4,000	\$ 5,455
SLAR - Project management, flagging & quality control				\$ 36,801
<b>Total Labor</b>				<b>\$ 425,056</b>

<b>TOTAL</b>				<b>\$ 1,000,000</b>
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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, 2033.

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

IMPROVED PROPERTY:

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

- 1.) From MP 125.72 to MP 127.09 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 \_\_\_\_ 2022, 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

September 14, 2022  
Dated

By: [Signature]  
Duly Authorized

ST. LAWRENCE & ATLANTIC RAILROAD CO.

31 AUGUST 2022  
Dated

By: [Signature]  
Duly Authorized

INITIAL \_\_\_\_\_

# State of New Hampshire

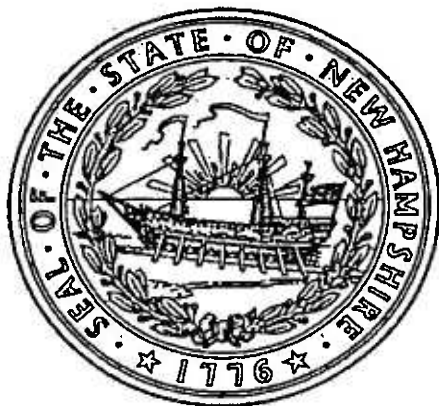
## Department of State

### 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: 0005867569



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7th day of September A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



ATTACHMENT

SAINT LAWRENCE & ATLANTIC RAILROAD COMPANY  
Montreal, Quebec, Canada

CERTIFICATE OF VOTE

I, Patricia Ottoni, do hereby certify that I am duly elected Assistant Secretary of the St. Lawrence & Atlantic Railroad Company, a corporation organized under the laws of the State of New Hampshire.

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

1. Resolved, that Rick McLellan, President of the Corporation, be and are 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 Rick McLellan shall serve to bind the Corporation on such proposals and contracts.
2. It is further certified that, as the date hereof, Rick McLellan is President of St. Lawrence & Atlantic Railroad Company, and he is authorized, on behalf of the Corporation, to enter into and execute a Special Agreement, and any and all documents attendant thereto, with the State of New Hampshire, Department of Transportation.

IN WITNESS WHEREOF, I have subscribed my name as Patricia Ottoni, Assistant Secretary and have caused the Seal of the Corporation to be hereunto affixed this 2 day of Sept, 2022.

Patricia Ottoni  
Date

  
Patricia Ottoni, Assistant Secretary  
St. Lawrence & Atlantic Railroad Company

STATE OF Canada  
COUNTY OF Québec

On, 02-09-2022, 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.

September 2nd, 2022  
Date

  
Notary Public (80236)

Same date as contract