
Rail Bridge Management Program

Vermont Agency of
Transportation

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Rail Bridge Management Program Manual

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VTrans Rail Bridge Management Program

1. Introduction

The Vermont Agency of Transportation (VTrans) Rail Program is the steward of the State's rail network, ensuring the safe efficient movement of goods and passengers, and the management of associated assets throughout the State. VTrans owns 213 Rail Bridges, 165 of which are the responsibility of the State to maintain and the other 48 are the responsibility of the Railroad Operator, Vermont Rail System (VRS).

VTrans has implemented a Rail Bridge Management System (BMS) to ensure the structural integrity of our bridges. The VTrans Rail Bridge Management Manual has been developed to assist in the implementation of consistent asset management practices. The BMS is integrated with the Agency's Enterprise GIS database, resulting in an organized approach to Asset Management in the Rail Division.

The rail system in Vermont is considered a Class III rail system as it has an annual operating revenue of less than \$20 Million. The BMS was developed to comply with the Federal Rail Administration (FRA) regulations contained in 49 CFR Part 237 – Bridge Safety Standards, which became effective September 13, 2010. The information contained within the manual and the GIS database constitutes VTrans compliance with these Federal regulations. The Bridge Safety Standards were established to ensure that bridge owners had in place the necessary management practices and procedures to prevent bridge failures.

2. Assignment of Responsibility for Decisions Regarding the Integrity of Structures

The State of Vermont [State] is responsible for the decisions regarding the integrity of most of the Railroad Bridges that are built on State owned land. The definition of a Railroad Bridge according to 49 CFR Part 237 is “any structure with a deck, regardless of length, which supports one or more railroad tracks, or any other undergrade structure with an individual span length of 10 feet or more located at such a depth that it is affected by live loads.” Generally, the State is responsible for bridges on State owned land that carry the railroad over watercourses. The State is responsible for making certain that the track is adequately supported and shall be able to control, and restrict if necessary, the movements of trains on its sections of track, including the track on a bridge. Railroad operators are responsible for other bridges on State owned land that are not over watercourses, based on railroad operating agreements with these operators.

Railroad bridges on privately owned land are the responsibility of their respective owners. Contact information for all Railroads operating in Vermont can be found in Appendix A.

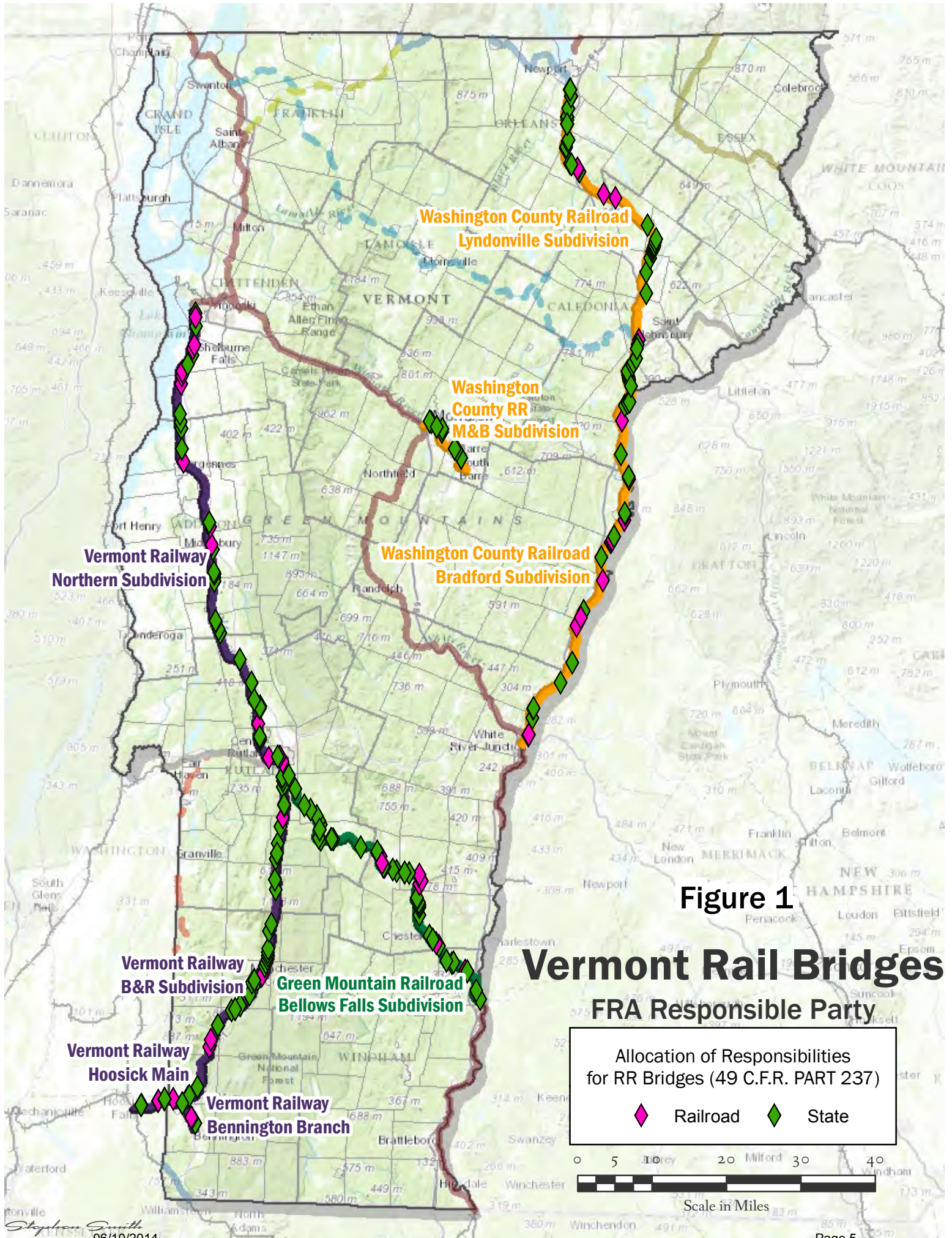
Figure 1 on the following page is a Map of Railroad Bridges on State Owned Land, along with the Party Responsible for decisions. This information is fully incorporated into the State’s GIS database system and can be found on the VTrans internal network at:

[V:\Projects\Specials\Rail_Inventory_and_Condition\Bridge_Management\Rail_Bridges – Responsibility.lyr](V:\Projects\Specials\Rail_Inventory_and_Condition\Bridge_Management\Rail_Bridges_-_Responsibility.lyr)

The information can also be found on the VTrans Rail Section Website under the Engineering/Bridge Management tab, in the map labeled Rail Bridge Allocation of Responsibility:

http://rail.vermont.gov/engineering/bridge_management

Appendix B contains the documentation relating to the assignment of responsibility of structures in compliance with 49 CRF Part 237. The lease agreements with the operating railroad can also be found in Appendix B.



3. Maintaining an Inventory of Bridges:

Each bridge is located in the State of Vermont's ArcGIS database and is associated with a Milepost location, or other unique identifier. In addition, each bridge has a variety of other attributes associated with it. The inventory attributes include those listed below.

Inventory attributes to be identified for each Bridge:

- Bridge Number
- Milepost Location
- Location – Town, County and State
- Feature the bridge crosses
- Party Responsible for Bridge Management
- Number of Tracks
- Number of Spans
- Span Lengths
- Type(s) of construction of the:
 - Substructure
 - Superstructure
 - Deck
- Overall Length
- Dates of:
 - Construction
 - Major Renovation
 - Strengthening

Figure 2, on the following page, is an example of the Inventoried Attributes for a Specific Rail Bridge. This information is fully incorporated into the State's GIS database system and can be found on the VTrans internal network at:

V:\Projects\Specials\Rail_Inventory_and_Condition\Bridge_Management\Rail_Bridges – Inventory.lyr

The information can also be found on the VTrans Rail Section Website under the Engineering/Bridge Management tab, in the map labeled Rail Bridge Inventory:

http://rail.vermont.gov/engineering/bridge_management

Appendix C includes a full inventory list of VTrans Railroad Bridges.

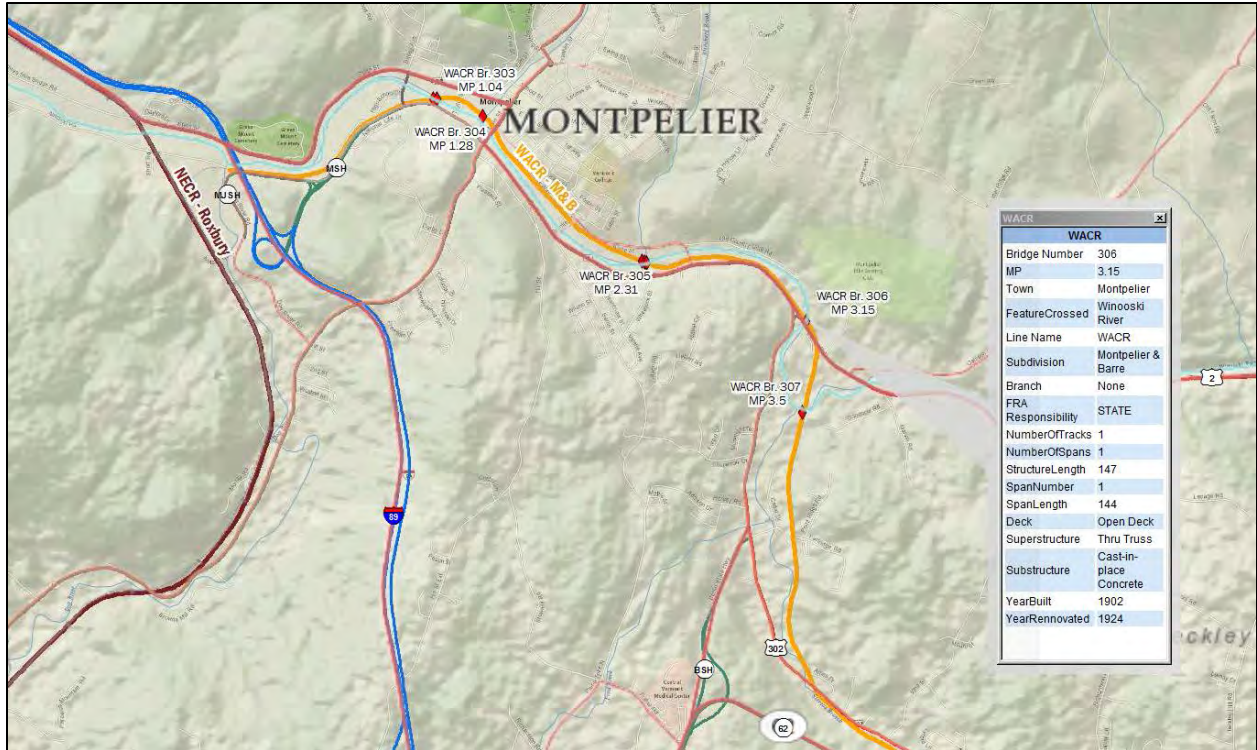


Figure 2: Example of the Inventoried Attributes for a Specific Rail Bridge

4. Designation, Qualifications and Responsibilities of Individuals:

VTrans has designated individuals to fulfill the requirements of the VTrans Rail Bridge Management Engineer, Railroad Bridge Engineer, Railroad Bridge Inspector, Assistant Railroad Bridge Inspector and Railroad Bridge Supervisor positions. There is a mix of VTrans personnel and consultant personnel who fulfill these designations. The duties of these positions are listed below and a list of Designated Individuals can be found in Appendix G. The Basis of Qualification for these individuals reside on the VTrans internal network. Contact the VTrans Rail Bridge Management Engineer for details.

All Engineering Degrees referenced in the Qualifications must be granted by a school of engineering with at least one program accredited by ABET, Inc. or its successor organization as a professional engineering curriculum, or program accredited as a professional engineering curriculum by a foreign organization recognized by ABET, Inc. or its successor.

VTrans Rail Bridge Management Engineer (RBM):

The VTrans Rail Bridge Management Engineer is the individual designated by the State of Vermont to be responsible for the integrity of all assigned bridges. The VTrans RBM shall be in charge of overseeing all aspects of VTrans' BMS. The VTrans RBM shall also be qualified, and designated, as a VTrans Railroad Bridge Engineer. The VTrans RBM shall meet the following educational and work experience qualification requirements:

Bachelor's Degree in Civil Engineering or Registration as a Professional Engineer (PE) and 8 years of professional experience in civil engineering,

Or

Bachelor's Degree in any field of Engineering and 10 years of professional engineering experience in civil engineering.

Railroad Bridge Engineer (RBE):

A Railroad Bridge Engineer shall be competent in the skills necessary to determine the forces and stresses in railroad bridge components, prescribe safe loading conditions for railroad bridges, prescribe inspection and maintenance procedures for railroad bridges and design repairs and modifications to railroad bridges.

All Rail Bridge Projects that modify the capacity of any load carrying component of the bridge will be designed by a RBE. The Project Manager for each Rail Bridge Project will provide the VTrans RBM with the Basis of Qualification for each RBE. The preferred qualifications for all RBEs are those listed below for the VTrans Railroad Bridge Engineer. However, all RBEs are required to have the minimum educational requirement of a Bachelor's Degree in Civil Engineering. Pending the review

of qualifications and approval by the VTrans RBM, the RBE will become a designated individual for that project.

VTrans Railroad Bridge Engineer (State Employee):

A VTrans Railroad Bridge Engineer is a Railroad Bridge Engineer that is employed by VTrans. The following are the educational and work experience qualification requirements for a VTrans RBE:

Bachelor's Degree in Civil Engineering or Registration as a Professional Engineer (PE) and five years of professional experience in civil engineering,

Or

Bachelor's Degree in any field of Engineering and 6 years of professional engineering experience in civil engineering.

Railroad Bridge Inspector (RBI):

A Railroad Bridge Inspector shall be a person who is determined by the track owner to be technically competent to view, measure, report and record the condition of a railroad bridge and its individual components which that person is designated to inspect. RBIs must be able to determine the severity of the conditions they are observing and to recognize when the condition is such that a Railroad Bridge Engineer must be consulted. The Railroad Bridge Inspector is considered the lead team member performing the inspections.

Any RBI must receive Railroad Workplace Safety Training on an annual basis. Training will be according to the General Code of Operating Rules (GCOR) or any other approved equal Railroad Operator Guidelines.

Any RBI must also successfully complete any trainings required by the VTrans Railroad Bridge Inspection Safety Best Management Practices Policy, or its approved equal. See Appendix D for the VTrans Railroad Bridge Inspection Safety BMP.

Any time an inspection is performed on a Rail Bridge as part of the VTrans Rail BMS, it will be completed by a RBI. The Project Manager for each Rail Bridge Inspection will provide the VTrans RBM with the Basis of Qualification for each RBI. The preferred qualifications for all RBIs are those listed below for the VTrans Railroad Bridge Inspector. Pending the review of qualifications and approval by the VTrans RBM, the RBI will become a designated individual for that project.

VTrans Railroad Bridge Inspector (State Employee):

A VTrans Railroad Bridge Inspector is a Railroad Bridge Inspector that is employed by VTrans. The following are the educational and work experience qualification requirements for a VTrans RBI:

Minimum of a BS in Civil Engineering; and

Three years of professional experience in bridge inspection, or two years of professional experience in bridge inspection supplemented by one year of professional experience in bridge design or bridge construction; and

Successful completion of an NBIS Bridge Inspection course, or equivalent bridge inspection course as approved by the VTrans Rail Bridge Management Engineer.

Or

Minimum of an AS in Civil Engineering; and

Five years of professional experience in bridge inspection, or three years of professional experience in bridge inspection supplemented by two years of professional experience in bridge design or bridge construction; and

Successful completion of an NBIS Bridge Inspection course, or equivalent bridge inspection course as approved by the VTrans Rail Bridge Management Engineer.

Assistant Railroad Bridge Inspector (ARBI):

An Assistant Railroad Bridge Inspector is any other person on the team performing the inspections.

Any ARBI must receive Railroad Workplace Safety Training on an annual basis. Training will be according to the General Code of Operating Rules (GCOR) or any other approved equal Railroad Operator Guidelines.

Any ARBI must also successfully complete any trainings required by the VTrans Railroad Bridge Inspection Safety Best Management Practices Policy, or its approved equal. See Appendix D for the VTrans Railroad Bridge Inspection Safety BMP.

The preferred qualifications for all ARBIs are those listed below for the VTrans Assistant Railroad Bridge Inspector.

VTrans Assistant Railroad Bridge Inspector (State Employee):

A VTrans Assistant Railroad Bridge Inspector is an Assistant Railroad Bridge Inspector that is employed by VTrans. The following are the educational and work experience qualification requirements for a VTrans ARBI:

Minimum of an Earned Degree in Civil Engineering; and

One year experience performing engineering support tasks involved in one or more of the following: design, inspection or construction of various types of civil engineering projects.

Railroad Bridge Supervisor (RBS):

A Railroad Bridge Supervisor shall be technically competent to supervise the construction, modification or repair of a railroad bridge in conformance with plans, specifications and/or instructions applicable to the work to be performed.

All Rail Bridge Construction Projects that modify the capacity of any load carrying component of the bridge will require a Designated Railroad Bridge Supervisor during construction. The preferred qualifications for all RBSs are those listed below for the VTrans Railroad Bridge Supervisor. The RBS for each project will be designated by the VTrans Construction Engineer in accordance with Section 101 of the current version of the Vermont Agency of Transportation Standard Specifications for Construction. The Project Manager for each Rail Bridge Construction Project will inform the VTrans RBM of this designation after the Pre-Construction conference so that the Rail Bridge Management Records can be updated.

VTrans Railroad Bridge Supervisor (State Employee):

A VTrans Railroad Bridge Supervisor shall meet the following educational and work experience qualification requirements:

Bachelor's Degree in engineering and a minimum of four years of professional experience in civil engineering. A minimum of two years of the professional experience must have been in the design, inspection and/or construction oversight of bridge transportation type projects.

Or

A registered Professional Engineer (PE) with a minimum of two years of the professional experience in the design, inspection and/or construction oversight of bridge transportation type projects.

Or

Associate's Degree in Engineering and a minimum of 6 years of professional engineering experience in civil engineering. A minimum of two years of the professional experience must have been in the design, inspection and/or construction oversight of bridge transportation type projects.

5. Railroad Specific Procedures for Design and Rating of Bridges

The following procedures for the design and load rating of bridges shall apply to new bridges, rehabilitation of existing bridges, repairs and modifications to a bridge that will materially modify the capacity or stresses in any load carrying component, and the load rating of existing bridges.

The design and load rating of bridges shall be performed in accordance with the provisions of the current edition of the "Manual for Railway Engineering" of the American Railway Engineering and Maintenance-of-Way Association (AREMA). Design and load rating of bridges shall be performed by a Railroad Bridge Engineer meeting the requirements of Section 4 of this Manual.

Design Loadings

The following design loadings shall be used for new bridges or bridges to be rehabilitated or repaired:

- New bridges shall be designed to have a minimum safe load capacity for a Cooper E80 train configuration or Alternate Live Load, in accordance with the AREMA Manual.
- Existing bridges to be rehabilitated shall be designed to have a minimum safe load capacity for an equipment configuration consisting of an infinite series of 286K rail cars (see Figure 3), at a design speed of 10mph, unless otherwise directed by the VTrans Rail Bridge Management Engineer.
- Design loadings for repairs and modifications shall be determined on a case by case basis, as determined by the VTrans Rail Bridge Management Engineer.

Load Ratings

The load capacity of each bridge shall be determined by a Railroad Bridge Engineer using accepted methods of structural design and analysis, in accordance with the provisions of the current edition of the "Manual for Railway Engineering" of the American Railway Engineering and Maintenance-of-Way Association (AREMA). Load capacity at two levels, normal and maximum, shall be included in the analysis. The normal capacity is considered to be the maximum load level which can be carried by the structure for an indefinite period of time and is generally considered to be the Safe Load Capacity of the bridge. The maximum capacity is the maximum load level which the structure can support at infrequent intervals. Operation of equipment that produces load levels greater than the normal capacity shall be subject to restrictions and conditions prescribed by a Railroad Bridge Engineer (see Section 6 of this Manual).

Determination of the bridge load capacity shall be based on the configuration of the bridge and the dimensions and material of its component parts. This information may be determined from the design and modification records of the bridge, provided that the bridge substantially conforms to its records configuration. Otherwise, it is necessary that this information be obtained by on-site

measurements, calculation of the properties of its individual components, or other methods as determined by a Railroad Bridge Engineer.

Load ratings shall be performed for all new and existing bridges. For existing bridges, load ratings shall reflect the existing condition of the bridge with regards to age, deterioration and loss of section. For bridges with multiple spans, load ratings shall be provided for each span separately in addition to one overall rating. Load ratings at two levels, normal and maximum, shall be included in the analysis for a Copper E80 Loading and the following equipment:

- An infinite series of 286K Rail Cars
- An infinite series of 315K Rail Cars
- GP-40 Locomotive

Figure 3 on the following page contains the configurations that VTrans utilizes for standard Load Capacity Analyses.

Load ratings shall be provided at design speeds of 10, 20, 30, and 40 miles per hour. A load rating at a design speed of 60 miles per hour shall also be included for new bridges.

A fatigue evaluation shall be performed according to AREMA guidelines. The number of stress cycles to be considered shall be selected from AREMA Table 15-1-7 (typically 2,000,000 cycles). A fatigue rating shall be calculated for all steel members, even when not required by AREMA, for informational purposes only and the rating will not control.

Load ratings shall be updated whenever an inspection reveals a change in the condition of the bridge or bridge component that might reduce its load-carrying capacity.

All VTrans Rail Bridge Construction Projects that affect the load carrying capacity of a bridge shall include a load rating report and calculations in the Scope of Work. The Project Manager for each Rail Bridge Construction Project will provide VTrans RBM with this information once construction of the project is completed so that the Rail Bridge Management Records can be updated. A representative from the Rail Bridge Management Unit shall be invited to attend the Final Inspection for each Rail Bridge Construction Project.

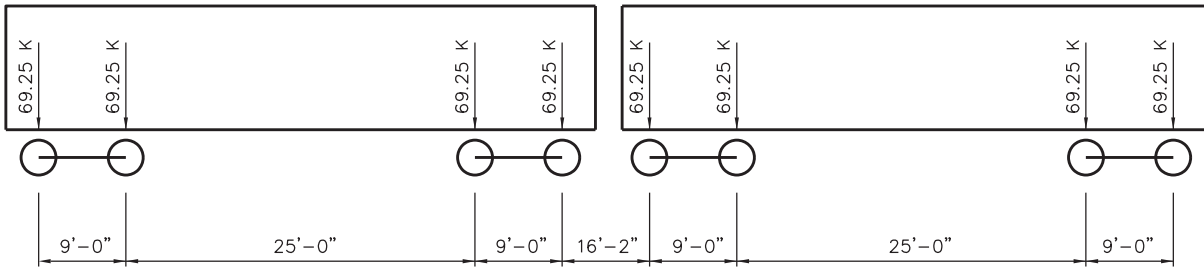
A summary of the results of the load rating analysis for each bridge shall be forwarded in a letter from the VTrans Rail Bridge Management Engineer to the Railroad Operator.

The load capacity of each bridge shall be kept on file, together with all supporting calculations and documentation. This information is fully incorporated into the State's GIS database system and can be found on the VTrans internal network at:

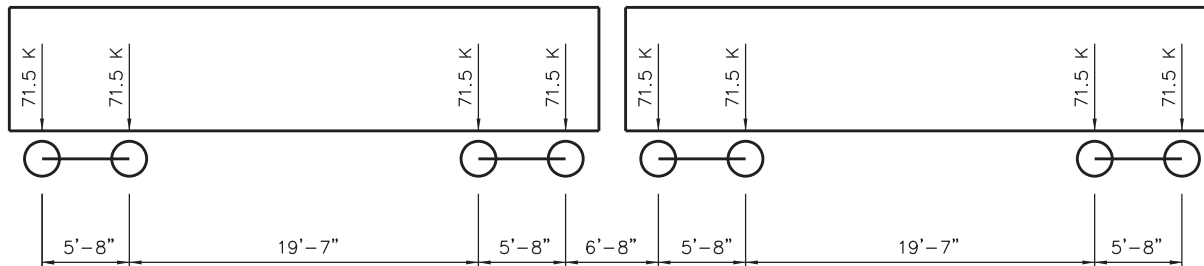
<V:\Projects\Specials\Rail Inventory and Condition\Bridge Management\Rail Bridges - State SafeLoadCapacity.lyr>

LIVE LOAD VEHICLE CONFIGURATIONS

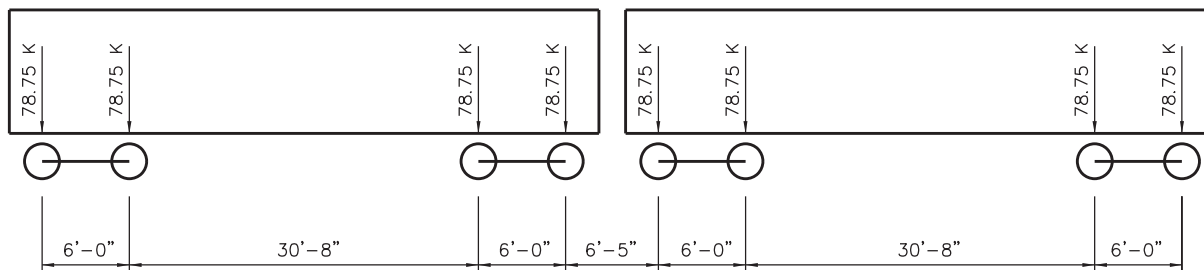
Version 2.0 - 04/16/14



GP40 LOCOMOTIVE AXLE LOADS AND SPACING
NTS



286 KIP BASE CAR AXLE LOADS AND SPACING
NTS



315 KIP BASE CAR AXLE LOADS AND SPACING
NTS

NOTES: NEW BRIDGES SHALL BE DESIGNED USING A COOPER E80 CAR CONFIGURATION OR ALTERNATE LIVE LOAD IN ACCORDANCE WITH THE CURRENT AREMA MANUAL.

ALL LOAD RATINGS SHALL INCLUDE AN ANALYSIS OF A COOPER E80 CAR CONFIGURATION AS WELL AS THE ABOVE EQUIPMENT.

6. Protection of Bridges from Over-Weight and Over-Dimension Loads

In order to protect bridges from over-weight and over-dimension loads, the operation of cars, locomotives and other equipment that exceeds the normal load capacity or allowable clearance of any bridge shall be restricted.

Horizontal and vertical clearance information is fully incorporated into the State's GIS database system and can be found on the VTrans internal network at:

<V:\DataLayers\Transportation Networks and Models\Railroad Horizontal Clearances.lyr>

The information can also be found on the VTrans Rail Section Website under the Engineering/Bridge Management tab, in the map labeled Horizontal & Vertical Clearances:

http://rail.vermont.gov/engineering/bridge_management

Requests for Exceptions

The Railroad Operator shall make a written request to the VTrans Rail Bridge Management Engineer with the following information:

- Equipment Weight - Weight shall be expressed in terms of maximum equipment weights, and axle weights.
- Equipment Length - Lengths shall be expressed as the minimum equipment lengths and axle spacings, in terms of feet and inches.
- Clearance Dimensions - Dimensions shall be expressed in terms of feet and inches for cross sections and equipment lengths. Provide vertical clearance dimensions above the plane across the top of rails for each cross section measurement and horizontal dimensions from the centerline of track.
- Number, frequency and schedule of trip(s) anticipated.

The VTrans RBM will review the information and respond to the Railroad Operator, confirming if the request will be acted on or if additional information is needed.

If the request is to be acted on, the VTrans RBM will set up a project and assign a RBE to evaluate the request. An approximate timeframe for acting on the request will be provided to the Railroad Operator.

For equipment that exceeds the normal load capacity of the bridge the RBE will analyze the stresses resulting from the proposed loads and frequency, to verify if the request can be accommodated. The RBE may require restrictions and limitations for excessive loads, including speed restrictions, restriction of traffic from adjacent multiple tracks, location of cars in the train and weight limitations on adjacent cars in the same train. The instructions may apply to individual structures or to a defined Line segment or groups of Line segments. In no case shall the loads exceed the Maximum

rating for the bridge. The RBE will prepare a memo with a summary of the evaluation and forward it to the VTrans RBM for review.

For over-dimension loads the RBE will evaluate the clearance dimensions of the load compared to the configuration of the bridge(s), to determine if the request can be accommodated.

The RBE may require clearance restrictions and limitations, as necessary. The RBE will prepare a memo with a summary of the evaluation and forward it to the VTrans RBM for review.

The VTrans RBM will review the memo from the RBE and contact the Railroad Operator with a written response to their request.

The request and response shall be electronically stored with the load rating files.

7. Maintenance of Permanent Records of Design, Construction, Inspection, Modification and Repair

Every effort shall be made to obtain and maintain the design documents of each bridge, and to document all repairs, modifications, and inspections of each bridge. The determination of a safe load capacity requires knowledge of the configuration of the bridge and the material of which it is constructed. Although the configuration may be determined by actual measurement of all of the components, that procedure can be tedious and expensive. Good documentation of the design and history of a bridge will facilitate more rapid and accurate determination of bridge capacity when such calculations are needed, as well as determination of the maintenance and service history of a bridge to detect and correct possible deterioration of its components.

If the design documents cannot be located, the configuration of the bridge must be measured and documented in sufficient detail to enable an accurate determination of the safe capacity of the bridge.

Records shall be maintained for the life of the structure, except as noted in Section 9 for Inspection Reports. Electronic records shall be kept in accordance with 49 CFR 237.155.

8. Program Audit Procedures

A periodic audit shall be conducted by the VTrans Rail Bridge Management Engineer or their designee to ensure the validity of bridge inspection reports and bridge inventory data, and the correct application of movement restrictions to railroad equipment of exceptional weight or configuration. The audit shall include a representative sampling of reports and data to determine if they accurately describe the condition of the bridge.

Representative Samples

The audit shall include examples of the various bridge types in the system, including steel, concrete, timber and masonry. The number of samples selected shall be approximately 3%.

Tracking of Critical Deficiencies

The audit shall include tracking of critical deficiencies to ensure they have been resolved or have been scheduled to be resolved.

Bridge Inspection Reports

Bridge inspection report audits shall include a comparison of the critical bridge information provided in the report against actual conditions found at the bridge.

9. Inspection of Railroad Bridges

Bridge inspections shall be conducted under the direct supervision of a Designated Railroad Bridge Inspector. Bridge Inspections require a minimum of two inspectors for safety and efficiency, and an Assistant Railroad Bridge Inspector(s) can fulfill this requirement. However, the Designated RBI remains responsible for the accuracy of the results and the conformity of the inspection to the bridge management program.

Inspections shall also conform to:

- The American Railway Engineering and Maintenance of Way (AREMA) Manual of Railway Engineering
- The AREMA Bridge Inspection Handbook
- The Federal Railroad Administration Railroad Workplace Safety Compliance Manual Chapter 2 Bridge Worker Safety
- Federal Guidelines, and
- The latest prevailing codes.

All Railroad Bridge Inspections shall follow The Federal Railroad Administration Railroad Workplace Safety Compliance Manual, Chapter 2 Bridge Worker Safety guidelines and the VTrans Railroad Bridge Inspection Safety Best Management Practices, or approved equal, in order to maximize Bridge Worker Safety.

Bridge Structure Types

There are several different types of structures currently in the State Railroad Bridge Inventory as follows:

- Slab
- Deck Plate Girder
- Through Plate Girder (Thru Plate Girder)
- Deck Truss
- Through Truss (Thru Truss)
- Beam Span
- Masonry Arch
- Timber Trestle

General configurations and bridge component naming conventions to be used during inspections for each type of bridge are included in Appendix F.

Type and Frequency of Inspections

Annual Inspections:

An annual inspection is a regular, comprehensive inspection meeting federal requirements conducted using visual, tactile and auditory skills. The inspection process includes measuring and documenting specific defects and verifying the general condition of the bridge and surroundings (may include soundings) in order to confirm the general safety of the bridge and identify changes or defects which may have developed since the previous inspection. This inspection will be conducted with sufficient detail to ensure that defects are detected, reported and protected before they present a hazard to safe train operation.

The frequency of this type of inspection will be established by the RBE according to the procedures established in this Section of the manual.

Detailed Inspections:

A detailed inspection includes all the requirements of an annual inspection in addition to a complete “hands-on” examination of all members and connections. Prior to the inspection, parts of the bridge may need to be cleaned by means of hand tools, water blasting or other methods to allow for section loss measurements of critical components. A detailed inspection will be of sufficient intensity to detect cracks, damaged or broken components, signs of wear and tear, distress caused by overload or the misapplication of loads and measurements of section loss. Results of this inspection will typically be utilized in a load capacity analysis of the structure. Access to all the members may need to be gained by various methods such as ladders, rigging, scaffolding or bucket trucks and snoopers.

Detailed inspections should be conducted on a ten year frequency, or as determined by the RBE.

Scour / Underwater Inspections:

All bridges, if water depth and foundation type warrant, should have an underwater inspection of piles, piers and foundations on a ten year frequency, or as determined by the RBE.

Underwater inspections will generally be scheduled to coincide with detailed inspections of the structures. Underwater inspection procedures may include the use of a qualified bridge inspection diver or side scan sonar. More frequent inspections, including soundings or probing should be conducted if flood events or flow conditions create scour hazards or concerns.

Special Inspections:

A Special Inspection is an inspection performed due to an incident which may have resulted in a change of condition of the structure, such as a derailment, fire, flood, earthquake, or collision impact. The procedures to be used and intensity of this inspection shall be determined by the RBE in direct relation to the severity of the incident.

Seismic Inspections:

Seismic Inspections are required when the Railroad is notified of an earthquake registering 5 or more on the Richter Scale. As soon as possible after notification, all bridges within a 100 mile radius of the epicenter shall be inspected unless otherwise directed by the RBE.

Cursory Inspections:

A cursory inspection is a quick examination of a structure. During a cursory inspection, visually conspicuous defects are typically found. Major foundation issues, advanced section loss, advanced bearing problems, distressed timber, and crumbling concrete are types of defects that are generally found in this kind of inspection.

Overhead Bridges shall be inspected on the same frequency as undergrade bridges constructed of similar materials. Overhead bridges maintained by an agency of competent jurisdiction such as a state highway department shall undergo a cursory inspection only, to ascertain any conditions presenting a hazard to rail operations or employees.

Protection of Train Operations Following an Inspection Noting a Critical Deficiency or Adverse Event

General:

If, during an inspection or a review of an inspection report, an RBI or RBE discovers a deficient condition on a bridge that affects the immediate safety of train operations, that person shall report the condition as promptly as possible to the person who controls the operation of trains on the bridge in order to protect the safety of train operations. A list of contacts can be found in Appendix A. Resumption of train operations shall occur after the RBE determines that it is safe to do so.

Accidents / Collision Impacts:

Once learning of any vehicular or vessel impact to a bridge or its supports, the Railroad shall restrict train operations over the bridge until the bridge has been inspected and evaluated. In the case of a vessel striking a bridge over a navigable waterway, railway operations shall cease immediately until the structural stability of the bridge can be assessed by the RBI. Resumption of rail operations, either normal or with restrictions should only occur after the RBI, in consultation with the RBE if necessary, determines that it is safe to do so.

Derailments:

Following any derailment involving a bridge, no further movement shall be permitted on the bridge until the RBE, or the RBI in consultation with the RBE, determines that it is safe to do so.

Floods:

After receipt of a warning of a flood event which might damage bridges or their approaches, the Railroad shall notify the Railroad Operator operating on all track or bridges subject to damage

from the flood. The speed of all subsequent movements shall be limited to that which will permit safe operation consistent with the potential water levels and visibility conditions. This limitation shall continue until a special inspection has been performed and it is determined that a hazard no longer exists.

Fires:

In the event of a fire on or beneath a bridge, rail operations shall be suspended until a determination of structural integrity is made by the RBE, or the RBI in close consultation with the RBE. Unless it can be determined that the fire was of such a nature that no primary load carrying structural components or systems were affected, the RBE shall make the determination as to when and if rail operations may resume.

Seismic Inspections:

After a seismic event is reported to the Railroad, the Railroad shall notify all trains and engines within a 100 mile radius of the reporting area to run at restricted speed until the magnitude and epicenter of the earthquake have been determined by proper authorities. Inspection of bridges shall be initiated immediately. Upon determination of the magnitude and the epicenter, the following response levels will govern operations within the specified radius from the epicenter:

- 0.0-4.99 Richter scale: Resume normal operating speeds. The need for the continuation of the inspections will be determined by proper Maintenance of Way authorities.
- 5.0-5.99 Richter scale: All trains within a 100 mile radius of the epicenter shall run at restricted speed until inspections have been made and appropriate instructions have been received to ease operational restraints.
- 6.0 and above Richter Scale: All trains within a 300 mile radius of the epicenter must stop and may not proceed until proper inspections have been performed and appropriate restrictions or instructions are received from the proper authorities.

Inspection Schedule

Each bridge in railroad service shall be inspected at least once in each calendar year, with not more than 540 days between any successive inspections. Bridge Inspections shall be scheduled from an accurate bridge inventory list that includes the date of the next inspection.

Complete Bridge Inspection Results are accessible on the VTrans internal network and can be found at:

[V:\Projects\Specials\Rail_Inventory_and_Condition\Bridge_Management\Rail_Bridges – State Inspections \(Detailed\).lyr](V:\Projects\Specials\Rail_Inventory_and_Condition\Bridge_Management\Rail_Bridges – State Inspections (Detailed).lyr)

The most recent basic inspection results can be found on the VTrans Rail Section Website under the Engineering/Bridge Management tab, in the map labeled Rail Bridge Inspection. Contact the VTrans Rail Bridge Management Engineer for more detailed results:

http://rail.vermont.gov/engineering/bridge_management

A bridge shall be inspected more frequently than provided for in the bridge management program when the RBE determines that such inspection frequency is necessary considering the overall condition of the bridge, conditions noted on prior inspections, environment, the type and configuration of the bridge, operating characteristics, load configuration and traffic volume on the bridge.

Any railroad bridge that has not been in railroad service and has not been inspected in accordance with this section within the previous 540 days shall be inspected and the inspection report reviewed by the RBE prior to the resumption of railroad service.

Inspections shall be planned to accommodate the current train schedule. A train schedule, as of April 26, 2012 can be found in Appendix E. For an updated schedule please contact the appropriate Railroad Operator.

Inspection Procedures and Documentation

Inspection procedures and methodologies shall generally follow the applicable Chapter of the AREMA Bridge Inspection Handbook for the type of structure being inspected. Railroad Bridge Inspectors shall have ready access to a copy of the Handbook and be familiar with its contents, prior to beginning an inspection.

All inspections shall be recorded in the format prescribed by the Railroad Bridge Engineer. All reports shall include:

- The precise identification of the structure
- The type of bridge superstructure and substructure
- The type of inspection
- The date of inspection
- The name and signature of the Inspector
- The items inspected and their condition
- Any critical deficiency needing expedited review by the Railroad Bridge Engineer or the Railroad Bridge Supervisor
- Any photos noting the critical deficiencies
- Any restrictions placed on train operations at the time of the inspection should be noted.

Appendix F contains a copy of the Bridge Inspection Form and rating definitions, which address all of the above requirements, and is the standard format prescribed by the VTrans RBM. Also included in Appendix F are standard file naming conventions that shall be used during submittals.

An initial report of each bridge inspection, containing the information requested in the bulleted points above shall be submitted by the RBI to the RBE within 30 calendar days of the completion of the inspection unless the complete inspection report is filed first.

Any deficiency found by the RBI shall be noted and supplemented with sufficient narratives, sketches or photographs as is necessary to fully explain the condition. Any member or component categorized as being in fair or worse condition shall be considered deficient and requires a written explanation for that assessment. The inspection report must be comprehensible to the RBE without interpretation by the reporting RBI.

The final inspection report should also include drawings of the bridge showing the basic bridge framing configuration and dimensions. The bridge components shall be labeled, consistent with the naming conventions provided in Appendix F for the type of bridge inspected. The final report of each bridge inspection shall be submitted by the RBI to the RBE within 120 calendar days of the completion of the inspection.

Inspection reports that include underwater inspections shall include supplemental drawings or sketches showing stream and scour conditions. Measurements taken as part of scour / underwater inspections shall include reference points adequate to reproduce the measurement during future inspections and track changes in the underwater conditions.

A bridge inspection is not complete until the report of the inspection is filed and available to the persons who are responsible for management of the bridges inspected. In cases where a detailed analysis is required, FRA intends that the inspection report on which the analysis is based would be separated from the analysis and filed within the required time frame.

If a RBI, RBS or RBE discovers a deficient condition on a bridge that affects the immediate safety of train operations, that person shall report the condition as promptly as possible to the person who controls the operation of trains on the bridge in order to protect the safety of train operations. A list of contacts can be found in Appendix A.

Inspection Report Review Process

Inspection reports submitted by the RBI shall be reviewed by an RBE. The RBE shall determine if the inspections have been performed according to the specified procedures and evaluate whether any items represent a present or potential hazard to safety. Depending on the results of this review, the RBE may prescribe modifications to the inspection procedures or frequency for that particular bridge.

When a Bridge Inspection Report is submitted that has an Overall Bridge Rating of 2 (Critical) or less, it will trigger a review by the VTrans Rail Bridge Management Engineer or a RBE to ascertain the integrity of the structure. The decision to suspend movement across the bridge shall reside with the RBM or RBE.

Critical deficiencies noted during any type of inspection must be tracked to a final resolution. A written record of the final resolution shall be submitted to the VTrans Rail Bridge Management Engineer for inclusion in the bridge file. Final resolution may include repairs, replacements, or a determination by the RBE that the conditions noted are not critical. Repairs and modifications made to a structure shall be documented in the bridge file.

Inspection Record Retention

Inspection reports shall be kept for a minimum period of two years or, in the case of underwater inspections, at least the most recent report. Any reports documenting significant repairs or modifications made to a structure shall be kept in the bridge file for the life of the structure.

The Railroad must attempt to obtain inspection reports for any bridges which are the responsibility of the Railroad Operator to inspect. These reports must be reviewed by the RBE to determine if they bring to light any conditions not covered by the Railroad Operator's inspection reports. These outside party inspection reports must be kept in the individual bridge files for a period of two years.

Appendix A:

Contact Information

Appendix A: Contact Information

Railroad Operator Contact List:

<u>Montreal, Maine and Atlantic:</u>	
MMA Dispatcher, Bangor, ME	(800) 432-1606
To report an EMERGENCY	(800) 311-6851
<u>New England Central Railroad (NECR):</u>	
NECR Dispatcher, St. Albans, VT	(800) 800-3480
NECR Dispatcher – EMERGENCY ONLY	(800) 800-3490
<u>Pam Am Railways:</u>	
Customer Service	(800) 955-9212
To report an EMERGENCY	(800) 955-9208
<u>St. Lawrence & Atlantic:</u>	
Genesse & Wyoming Inc., SL&A Division, Montreal, QC	(514) 948-6999
G & W Inc., Operations Headquarters, Jacksonville, FL	(904) 596-1045
<u>Vermont Rail System:</u>	
VRS Dispatcher Toll Free	(888) 265-2735
VRS Dispatcher Fax	(802) 774-2903
VRS Dispatcher – EMERGENCY ONLY	(877) 565-8133

VTrans Contact List (in order of contact priority):

VTrans Rail Bridge Management Engineer, Erin Charbonneau	(802) 828-5370 (office) (802) 498-7423 (work cell) erin.charbonneau@state.vt.us
VTrans Rail Program Manager, Dan Delabruere	(802) 828-1331 (office) (802) 279-2647 (work cell) dan.delabruere@state.vt.us
VTrans Rail Asset Manager, Mladen Gagulic	(802) 828-3524 (office) (802) 461-7266 (work cell) mladen.gagulic@state.vt.us
VTrans Railroad Bridge Inspector/Engineer, Nick Van Den Berg	(802) 828-5376 (office) (802) 371-8458 (work cell) nick.vandenberg@state.vt.us
VTrans Railroad Bridge Inspector, Mike Fessel	(802) 828-5719 (office) (802) 595-5832 (work cell) mike.fessel@state.vt.us

Appendix B:

Assignment of Responsibility for Compliance



State of Vermont
PPID - Rail Section
One National Life Drive
Montpelier, VT, 05633-5001
www.aot.state.vt.us

[phone] 802-828-1313
[fax] 802-828-2829
[ttd] 800-253-0191

Agency of Transportation

August 9, 2012

Region I Headquarters
Federal Railroad Administration
55 Broadway – Room 1077
Cambridge, MA 02142

Re: Green Mountain Railroad Corp. – Notification of Assignment of
Responsibility for Compliance with 49 C.F.R. Part 237 (Bridge Safety
Standards)

Ladies and Gentlemen:

In checking our files, we have been unable to locate documentation that the Vermont Agency of Transportation (VTrans) ever formally notified the Federal Railroad Administration (FRA) that the State of Vermont, as owner and lessor, has assigned partial responsibility for compliance with 49 C.F.R. Part 237 (Bridge Safety Standards) to Green Mountain Railroad Corp. (GMRC).

Accordingly, in compliance with 49 C.F.R. § 237.3 (Responsibility for Compliance) we are providing notification to FRA as follows:

(1) The name and address of the track owner;

State of Vermont, Agency of Transportation
National Life Building
1 National Life Drive
Montpelier, VT 05633-5001

(2) The name and address of the person to whom responsibility is assigned (assignee);



(3) A statement of the exact relationship between the track owner and the assignee;

Lessor/lessee

(4) A precise identification of the track;

Former Rutland Railway Bellows Falls Subdivision from MP 0.00 in Rockingham (Bellows Falls), VT to MP 50.02 in Rutland Town, VT.

(5) A statement as to the competence and ability of the assignee to carry out the duties of the track owner under this part;

GMRC is an experienced short-line railroad operator, having been in business more than 48 years.

(6) A statement signed by the assignee acknowledging the assignment to him of responsibility for purposes of compliance with this part.

A copy of the November 12, 1992 Lease Between the State of Vermont and GMRC, as amended and renewed, is attached hereto as "Exhibit A" and incorporated herein by reference. The following sentence appears in Article 5.1, on page 5: "RAILROAD will perform all obligations to be performed by the owner of a railroad, as set forth in Section 213.5 of the Federal Railroad Track Safety Standards (49 CFR 213)."

Please feel free to contact me if you have any questions.

Sincerely,



Mladen Gagulic
Rail Engineering & Asset
Management

Enclosure

cc: David W. Wulfson, President, Green Mountain Railroad Corp.

EXHIBIT A

**November 12, 1992
Lease Between
State of Vermont, Lessor
and
Green Mountain Railroad Corp., Lessee**

LEASE
BETWEEN
STATE OF VERMONT
AND
GREEN MOUNTAIN RAILROAD CORP.

THIS LEASE made this 12th day of November, 1992 by and between the State of Vermont, a sovereign state, acting by and through its Agency of Transportation (VERMONT or STATE) and Green Mountain Railroad Corp., a Vermont railroad corporation with its principal place of business in the Town of Rockingham, County of Windham and State of Vermont (RAILROAD).

- WITNESSETH -

VERMONT hereby leases to RAILROAD and RAILROAD hereby leases from VERMONT the following described real estate and personal property:

ARTICLE I

THE PROPERTY DEMISED

All of the property of every kind and description, real, personal and mixed, acquired by VERMONT from Rutland Railway Corporation by deeds dated May 21, 1964 and September 11, 1964, excluding only land and buildings transferred to others by instruments of record prior to the date of this lease.

To Have and To Hold for a period of years from the date above written through December 31, 2000, yielding the rent hereinafter provided but subject to the defeasances and the rights of termination hereinafter reserved.

ARTICLE II

THE RENT RESERVED

2.1 VERMONT reserves as rent and RAILROAD covenants to pay or cause to be paid to VERMONT as and for the monetary rental of the premises, the following percentages of "Railway Operating Revenues" as defined in Account 501 of the Uniform System of Accounts for Railroad Companies prescribed by the Interstate Commerce Commission as such system of accounts exists at the date of this agreement:

<u>On the Amounts of Railway Operating Revenues per Year</u>	<u>Percentage</u>	<u>Total Maximum Rental</u>
Not more than \$1,836,450	3%	\$ 55,093.50
More than \$1,836,450 but less than \$2,856,700	5%	\$ 106,106.00
\$2,856,700 or more	7%	Not Limited

2.2-1 During each year of this lease, RAILROAD, on or before the 15th of each month, shall pay rent in monthly installments of three percent of the "Railway Operating Revenues" included in Account 501 during the third preceding month until such revenues reach a cumulative total of \$1,836,450 per calendar year. Payments thereafter shall be made at the appropriate percentages set forth in the preceding table but shall not exceed the "Total Maximum Rental" set forth therein. Unless otherwise directed by VERMONT, all payments shall be made to the office of the Vermont Agency of Transportation, 133 State Street, Montpelier, Vermont 05633.

2.2-2 Notwithstanding the foregoing rent schedule, total maximum rental will not exceed 3% for any calendar year following

a calendar year in which RAILROAD's expenses for maintenance of roadway and structures (as defined by applicable regulations of the Interstate Commerce Commission) exceeded \$250,000.

2.2-3 Any late rent payments will accrue interest at the prevailing prime rate (as published in the Wall Street Journal).

2.3 If the tax imposed by 32 V.S.A. §§ 8211 and 8212 applies, then the credit provisions of 32 V.S.A. § 8212 shall apply to the leased property. Additionally there shall be credited to RAILROAD, in the payment of the rent reserved to VERMONT in accordance with Paragraph 2.1 and Paragraph 2.2 of the herein ARTICLE II, any payments made by RAILROAD to vendors or directly to the State of Vermont, Department of Taxes, for Sales and Use Tax imposed under the provisions of Title 32 V.S.A., Chapter 233, as amended, upon the purchase or use by RAILROAD of materials used by RAILROAD to maintain the leased line and to contribute to the maintenance of buildings owned by VERMONT and occupied by RAILROAD, as required of RAILROAD pursuant to obligations for the same imposed upon RAILROAD in accordance with Paragraph 5.1 and Paragraph 5.2 of ARTICLE V hereinafter, and also in accordance with Paragraph 7.3 of ARTICLE VII hereinafter. However, if the total of such sales and use tax payments exceed the total rental payments due pursuant to Paragraphs 2.1 and 2.2-1 above for any calendar year, the rental due for that year shall be zero, and VERMONT shall not make any payment, credit or refund to RAILROAD, nor shall RAILROAD receive credit for such tax payments in any year other than the year in which the payments were made.

2.4 The provisions of this lease respecting the amount of rent due shall take effect with the rent payment for the month of October 1992 (due January 15, 1993). Rent payments for prior months, even if not yet remitted to VERMONT, shall continue to be determined under the parties' lease of November 5, 1980, as subsequently renewed and amended.

ARTICLE III

RENEWAL PRIVILEGE

If RAILROAD performs the agreements on its part, then it shall have the right, at the expiration of the current term (11:59 p.m. on December 31, 2000) to renew this lease for additional ten year terms, up to a maximum of six times:

First renewal term	January 1, 2001 - December 31, 2010
Second renewal term	January 1, 2011 - December 31, 2020
Third renewal term	January 1, 2021 - December 31, 2030
Fourth renewal term	January 1, 2031 - December 31, 2040
Fifth renewal term	January 1, 2041 - December 31, 2050
Sixth renewal term	January 1, 2051 - December 31, 2060

During each such renewal term the rent shall be that set forth in Paragraph 2.2 of ARTICLE II herein. Such right shall be exercised by giving VERMONT written notice not later than one year prior to the expiration for each existing term.

ARTICLE IV

[Reserved]

ARTICLE V

COVENANTS AND AGREEMENTS BY RAILROAD

IN RELATION TO ITS POSSESSION DURING THE LEASE PERIOD

In further consideration of the lease hereby made, RAILROAD makes the following covenants and agreements:

5.1 RAILROAD covenants and agrees that, except as limited herein, it will maintain and operate said line or lines of railroad in compliance with Federal, State and Local laws and administrative regulations relating to the operation and maintenance thereof. Without limitation of the generality of the foregoing, RAILROAD agrees to maintain and operate the leased line in good operating condition and in no event under the minimum standards set by the Federal Railroad Administration for Class I freight railroads; it is further agreed that the leased line will be maintained in as close to Class II standard as RAILROAD's resources allow. RAILROAD will perform all obligations to be performed by the owner of a railroad, as set forth in Section 213.5 of the Federal Railroad Administration Track Safety Standards (49 C.F.R. Part 213). RAILROAD covenants to contribute to the maintenance of buildings occupied by it in proportion to its occupancy.

5.2 The obligation of RAILROAD to maintain shall include the obligation to repair or replace such rail, ties and other items of track or signalling equipment as may be necessary to keep railroad in good operating condition. In the event of such replacement by RAILROAD the new property shall become the property of VERMONT and the removed property shall become the property of RAILROAD regardless of whether such removed property is sold or retained by RAILROAD as materials and supplies. If RAILROAD determines that any track buildings or other facilities are not essential to its operations, it may request that VERMONT relieve it of its obligations in this ARTICLE V with respect to

those portions of the demised premises. If it is decided that such track, buildings or other facilities should be dismantled or removed, RAILROAD shall pay to VERMONT the net salvage value thereof, as it may be determined by VERMONT. Where the costs of dismantling or removing exceed the market value of the materials, the amount of such excess may be deducted from RAILROAD's rental payments.

5.3 [Reserved]

5.4 RAILROAD covenants and agrees to maintain at least the following minimum schedules during the term of this lease:

<u>Service</u>	<u>Schedule</u>
Bellows Falls - Rutland	Three trips north and three trips south each week

5.5 RAILROAD shall have the right to decrease this minimal schedule with the approval of the Secretary of Transportation if traffic conditions warrant such reduction. RAILROAD 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 RAILROAD 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 RAILROAD could not reasonably have been expected to avoid, and which by exercise of due diligence RAILROAD shall be unable to overcome.

5.6 [Reserved]

5.7 RAILROAD covenants and agrees to indemnify and hold the State harmless against all claims, damages or liability whatsoever arising out of or resulting from its possession, control, maintenance, operation or use of the premises or of its equipment.

5.8-0 RAILROAD covenants and agrees to obtain the insurance hereinafter specified in Paragraph 5.8-1 but the complete or partial failure of an insurance carrier, for any reason whatsoever, fully to protect and indemnify the RAILROAD, or the inadequacy of insurance coverage shall not affect the obligation of RAILROAD to indemnify the State as provided above.

5.8-1 RAILROAD will maintain insurance of the following types and minimum coverages, carried by insurers acceptable to VERMONT:

<u>TYPE</u>	<u>LIMITS</u>
(1) A standard Comprehensive General Liability policy, insuring against claims for bodily injury including death and consequential damages and for property damage (each occurrence) including claims of shippers; and specifically including any contractual liability assumed in Paragraph 5.7 above.	Bodily Injuries \$ 250,000 - each person \$1,000,000 - each occurrence \$ 50,000 - property
(2) A standard policy covering RAILROAD's liability under the Federal Employer's Liability Act.	As required by Federal law and at least \$100,000 each person.

5.8-2 [Reserved]

5.8-3 RAILROAD shall make VERMONT an additional insured under each of such policies (other than Employer's Liability) and shall furnish VERMONT with appropriate certificates of such insurance which shall specifically state that the insurance

company shall furnish to VERMONT 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 VERMONT for the payment of any premiums or other charges for such insurance coverage.

5.8-4 As used herein the word "claims" shall include reasonable attorney's fees and other reasonable costs incidental to defense against claims.

ARTICLE VI

RENTALS FROM OTHERS

6.1 STATE shall have the right to any and all rents, license fees and permit fees arising from present and future leases of the demised premises, any renewals thereof and any new leases, including but not limited to rents, license fees and other revenues paid by utilities occupying a portion of the leased premises with poles and wires, and all revenues arising from the rights assigned to VERMONT by Rutland Railway Corporation by the deeds dated May 21, 1964 and September 11, 1964 hereinabove referred to and specified in Schedule A attached thereto. RAILROAD shall be under no obligation to collect rentals from such properties or to maintain them.

6.2 It is the intention of the parties to promote the industrial development of the area served by RAILROAD. They therefore agree that RAILROAD, with the consent of the STATE, may sublease presently unoccupied and undeveloped portions of the leased premises for use in connection with industrial

development. All such subleases shall by their terms expire on or before the termination of this lease and any renewals thereof; shall provide that the sublet premises shall be used for or in connection with industrial development; and shall not grant greater rights to such premises than are granted to RAILROAD by virtue of this lease. Rents arising from subleases of land, buildings, rights-of-way, tracks, sidings or other facilities for use in shipping, receiving or handling rail freight shall belong to RAILROAD. Rent from other sublet premises shall belong to VERMONT. VERMONT will not unreasonably withhold its consent to a proposed sublease.

6.3-0 The parties recognize the interests of other persons in acquiring rights to build and maintain a pipe line for the transportation of natural gas or petroleum products upon the premises. They therefore agree that VERMONT may subject the leased premises to easement and rights-of-way for a pipe line for the transportation of natural gas or petroleum products if the Transportation Board, after a hearing to be held upon thirty (30) days notice to RAILROAD and such other notice as it deems reasonable, determines that,

(1) The public good of the State will be promoted by the granting of such easements and rights of way, and

(2) The operation of such pipe line, after the division of rents therefrom hereinafter set forth, shall not be inconsistent with the welfare of RAILROAD.

6.3-1 In determining the public good the Transportation Board shall give due weight and consideration to the effect of the proposed pipe line upon RAILROAD's existing and reasonably foreseeable revenues, earnings and financial stability. RAILROAD

agrees that its rights herein shall be subject to the easement and rights-of-way of the pipe line company if VERMONT executes an easement and rights-of-way after a finding of public good, and RAILROAD further covenants to execute such documents to perfect such easement and rights-of-way as may be requested by VERMONT.

6.3-2 The rent or fee charged the person owning and operation such pipe line shall be determined by the Transportation Board on the basis of evidence presented at the hearing on public good hereinbefore mentioned. In the determination of a reasonable rental, the Transportation Board shall give due regard to the volumes to be transported and other relevant data. In no event shall the annual rental to be charged for such pipe line easements of rights-of-way be less than the annual loss of net earnings existing or reasonably foreseeable which RAILROAD can reasonably be expected to suffer during the term of such easement or grant of rights-of-way as a result of pipe line operation.

6.3-3 For the purpose of this paragraph "RAILROAD's net earnings" shall be computed as follows:

(a) The amount of "Railway Operating Revenues" which would have accrued annually to RAILROAD from traffic existing or reasonably foreseeable, if any, actually or foreseeable diverted from RAILROAD to the pipe line shall be determined.

(b) The amount of RAILROAD's "transportation-rail line expenses" properly allocable annually to such diverted revenues shall be determined. "Transportation-rail line expenses" as used herein shall include the expenses described in Accounts 2241 to 2251 inclusive of the Uniform System of Accounts and the rent reserved in Article II hereof, but shall not include taxes on or measured by income or other operating expenses as described in accounts 2201 to 2240 or 2252 to 2266 in the Uniform System of Accounts.

(c) "RAILROAD's net earnings" shall be "Railway Operating Revenues" as determined in Paragraph (a) hereof less "RAILROAD's transportation-rail expenses" as determined in Paragraph (b).

6.3-4 The rental received from the pipe line company shall be divided as follows: RAILROAD shall be entitled to reimbursement of its loss of "RAILROAD's net earnings" as computed herein and shall be entitled to at least 50% of such rentals in any event and VERMONT shall be entitled to the remainder thereof.

6.4 Notwithstanding any other provision of this article, net revenues (i.e., rents received from third parties or profits should RAILROAD itself act as developer) arising from installation of any fiber optics or equivalent line along railroad will be shared equally by the STATE and RAILROAD, after recovery by RAILROAD of any costs incurred to secure such rentals.

ARTICLE VII

BRIDGES; HIGHWAY CROSSINGS

7.1 During the term of this lease or any renewal thereof, VERMONT shall:

(a) maintain, repair, replace and install when necessary all highways at railroad grade crossings;

(b) reimburse RAILROAD for the expense of the installation, but not for the maintenance or repair, of all signal or warning devices required at grade crossings (except at such other crossings where VERMONT specifically agrees to accept such responsibility or where such responsibility is imposed on VERMONT by a regulatory body of competent jurisdiction);

(c) maintain, repair, replace, and install when necessary all structures, including approaches, carrying highways over the railroad;

(d) maintain, repair, replace and install when necessary all highways going under the railroad.

VERMONT shall not, by reason of this lease, be under any obligation to:

(a) maintain structures carrying railroads over highways (except as otherwise provided in 30 V.S.A. Chapter 45);

(b) maintain rails, ties, or other subsurface materials at grade crossing.

RAILROAD shall maintain, replace, repair and install when necessary all railroad tracks, ties, roadbed and (except as otherwise provided in 30 V.S.A. Chapter 45) structures carrying railroad over highway. Nothing herein shall affect RAILROAD's obligations in regard to farm crossings, cattle guards, fences and water courses as set forth in Sub-Chapter 4 of Chapter 45 of Title 30 of the Vermont Statutes Annotated.

7.2-1 Nothing herein shall impair any obligation of any municipality or other party to maintain highway crossings, bridges, fences, track and structures, signals or any other statutory or contractual obligations of any municipality or other party.

7.2-2 VERMONT shall maintain, replace, repair and install when necessary all non-track elements (i.e., other than rails, ties and, where applicable, ballast) of structures which have a clear span of 10 feet or more and which carry railroad over watercourses. (A schedule of structures in this category is attached hereto as "Exhibit A" and incorporated herein by reference.) At the location of each such structure, VERMONT will be responsible for stream problems, including (but not limited to dredging), while RAILROAD will be responsible for vegetation

control and removal of debris left by high water. RAILROAD will furnish VERMONT (including its agents, employees and contractors) with transportation to and from structure locations not accessible from public highways.

7.3 If VERMONT is unable to perform its obligation under this Article it will so notify RAILROAD, in which event RAILROAD's sole remedy will be to perform at its expense such installation, repair or maintenance as VERMONT and RAILROAD agree is necessary to permit RAILROAD to fulfill its obligations under this lease and the expense thereof shall be submitted to VERMONT and, upon approval by VERMONT as to amount (which shall not be unreasonably withheld), shall be deducted from the rentals specified in Article II to be paid by RAILROAD to VERMONT.

ARTICLE VIII

TERMINATION

If any rent shall be in default and unpaid for thirty (30) days after notice to RAILROAD or if default shall be made in any of the other covenants herein contained on the part of RAILROAD for thirty (30) days after notice to RAILROAD specifying default and demanding compliance, VERMONT may re-enter and take possession of the premises, or institute proceedings at law for the recovery of possession and upon re-entry or the making of an order or judgment awarding possession of the premises to VERMONT, this lease shall be terminated and at an end.

ARTICLE IX

[Reserved]

ARTICLE X

OPTION TO BUY

VERMONT hereby grants to RAILROAD an option to buy the leased premises on the following terms and conditions:

10.1-1 At the STATE's cost unless and until STATE receives an offer to buy from another person, as specified in paragraph 10.2 of this Article. It is agreed and understood by the parties that STATE's cost, as used herein, amounts to \$1,943,319.83 as of December 31, 1989. Beginning January 1, 1990, the STATE's costs will be increased in any calendar year in an amount by which capital investment by the STATE, including (but not limited to) bridge rehabilitation/replacement and the purchase and installation of heavier weight rail (i.e., 100#/yard or greater), exceeds rentals paid by RAILROAD. Beginning January 1, 1990, the STATE's cost will be decreased by amounts by which capital investment by RAILROAD went beyond RAILROAD's maintenance obligations under this or a predecessor lease and which the STATE agreed in advance was necessary for the efficient operation of the railroad. (For purposes of this paragraph, the term "capital investment by RAILROAD shall not include any expense deducted from rent under Paragraph 7.3)

10.2 If STATE receives a bona fide offer which it desires to accept for the purchase of the leased property, then it shall communicate such offer to RAILROAD. If such offer exceeds STATE's cost as defined in Paragraph 10.1 of this Article,

RAILROAD shall have 180 days after receipt of such notice to enter into a contract to buy at the STATE's cost as defined in Paragraph 10.1 of this Article. If such offer is less than the STATE's cost as defined in Paragraph 10.1 of this Article and the STATE desires to accept such offer, then RAILROAD shall have 180 days after receipt of such notice to enter into a contract to buy at such offer price.

10.3 The STATE covenants not to sell any part or portion of the demised premises without the written consent of RAILROAD, given after 30 days notice of the STATE's desire to sell. The proceeds of any such partial sale, after deduction of the expense directly attributable thereto, shall be deducted from STATE's cost as defined in Paragraph 10.1

10.4 If RAILROAD buys the leased premises and thereafter files a petition for a Certificate of Public Convenience and Necessity under the Revised Interstate Commerce Act, 49 U.S.C. § 10903, to abandon or discontinue operations on all or any portion thereof (or seeks a regulatory exemption under 49 U.S.C. § 10505 to the same effect), then STATE shall have the option for a period of one (1) year following the date of such filing to buy the portion or portions of road sought to be abandoned at the lesser of (1) the net salvage value thereof as of the time the STATE exercises its option or (2) the amount RAILROAD paid STATE therefore plus the salvage value of capital improvements made during the period of RAILROAD's ownership.

ARTICLE XI

WAIVERS

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.

ARTICLE XIII

NOTICES

Any notice, demand, or request provided for in this agreement or given or made in connection with this agreement shall be deemed to be properly given or made if delivered or sent by certified mail, postage prepaid, addressed as follows, or to such other addresses as may hereafter be designated in writing by the respective parties hereto:

To or upon the State:

Secretary
Vermont Agency of Transportation
133 State Street
Montpelier, VT 05633

To or upon Railroad:

President
Green Mountain Railroad Corp.
P.O. Box 498
Bellows Falls, VT 05101-0498

ARTICLE XIII

REGULATORY AUTHORITIES

13.1 This agreement is subject to valid laws, and to valid orders, rules and regulations of duly constituted regulatory authorities having jurisdiction.

13.2 If RAILROAD finds any portion of this contract to be unduly burdensome, then it may apply to the State through the Secretary of Transportation for modification hereof, and the Secretary, with approval of the Governor, on behalf of the State shall make such modifications as found necessary or reasonable.

13.3 As used herein, Uniform System of Accounts shall mean the Uniform System of Accounts prescribed by the Interstate Commerce Commission and in effect on October 1, 1991, as from time to time amended.

ARTICLE XIV

[RESERVED]

ARTICLE XV

ACCOUNTS; INSPECTION

15.1 RAILROAD will keep proper accounts in which full, true and correct entries will be made of all dealings or transactions which relate to this lease. Such accounts shall show, without limitation, the amount and disposition of any state funds or rent credits received pursuant to this agreement. All such records will be kept for a period of four (4) years, or such longer period as may be reasonably requested by the STATE.

15.2 RAILROAD will permit any authorized representative of the STATE to visit and inspect any properties of RAILROAD, to examine its accounts and corroborating, records, reports, and other papers and to make copies and extracts therefrom, all at

such reasonable times and as often as may be reasonably requested.

15.3 STATE agrees that any information provided STATE by RAILROAD on the following subjects will be confidential:

- (a) customer data;
- (b) confidential shipper contracts;
- (c) financial obligations and financial standing; and
- (d) proprietary data know only to certain individuals within RAILROAD's organization and which give RAILROAD the opportunity to obtain business advantage over competitors who do not know it.

ARTICLE XVI

RELATIONSHIP TO PRIOR LEASE

16.1 This agreement with the terms and provisions contained herein constitutes the entire agreement between the parties thereto with respect to the subject matter hereof and supersedes and replaces all other agreements and representations in connection with such subject matter. Specifically, this lease, as of the effective date hereof, supersedes the parties' indenture of November 5, 1980, previously renewed and amended.

ARTICLE XVII

MISCELLANEOUS

17.1 Pursuant to 32 V.S.A. § 3113, RAILROAD hereby certifies, under the pains and penalties of perjury (maximum penalty: Fifteen (15) years in prison, a Ten Thousand Dollar [\$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 lease. Notwithstanding any other

provision of this agreement, VERMONT reserves the right to deny any renewal, extension, consent, or permission under this agreement unless RAILROAD and any proposed assignee first provide VERMONT with written certification of tax compliance in accordance with 32 V.S.A. § 3113.

IN WITNESS WHEREOF, the State of Vermont has caused its name to be subscribed, this 12th day of November, 1992, by its Secretary of Transportation, for the Agency of Transportation.

IN PRESENCE OF:

STATE OF VERMONT
AGENCY OF TRANSPORTATION
("Vermont" or "State")

Laura Kilton

By: Patrick J. Garahan

John K. Dumbauld

Patrick J. Garahan
Secretary of Transportation

STATE OF VERMONT

WASHINGTON COUNTY, SS.

AT Montpelier, this 12th day of November, 1992

personally appeared Patrick J. Garahan, Secretary of Transportation, and acknowledged the foregoing instrument by him executed to be his free act and deed, and the free act and deed of the State of Vermont.

Before me,

Laura Kilton
Notary Public

APPROVED AS TO FORM:

DATED: 11-09-92

John K. Dumbauld
ASSISTANT ATTORNEY GENERAL

IN WITNESS WHEREOF, Green Mountain Railroad Corp. has caused its name to be hereunto subscribed, at Rockingham, in the County of Windham and State of Vermont this 11th day of November, 1992, by the hand of Jerome M. Hebda its President and duly authorized agent.

IN PRESENCE OF:

GREEN MOUNTAIN RAILROAD CORPORATION
("RAILROAD")

Barbara J. Adams

By: J. M. Hebda
Jerome M. Hebda
President and Duly
Authorized Agent

Michelle A. Newby
STATE OF VERMONT

WINDHAM COUNTY, SS.

At Rockingham, this 11th day of November, 1992, personally appeared Jerome M. Hebda and acknowledged the foregoing instrument by him, as President and Duly Authorized Agent of Green Mountain Railroad Corporation, subscribed to be his free act and deed, and the free act and deed of said Green Mountain Railroad Corporation.

Before me,

Robert W. Adams
Notary Public

GREEN MOUNTAIN RAILROAD CORPORATION
BRIDGES OVER WATERCOURSES WITH A CLEAR SPAN OF 10' OR MORE

10/ 1/92
EXHIBIT A

BRIDGE NO.	TOWN	M.P.	DOT NO.	FEATURE CROSSED	MAINT.	LENGTH	O.H. CLEAR.	TYPE	MATERIAL	DATE BUILT	R.R. O/U
101	ROCKINGHAM	.308	--	CANAL	ST	189'-6	22'-2	THRU TRUSS	S	1926	--
103	ROCKINGHAM	1.682	--	CONN. BACK WATER	ST	16'-8	13'-0	CONC. SLAB	C	1924	--
107	ROCKINGHAM	5.023	--	WILLIAMS RIVER	ST	190'-0	45'-0	DECK TRUSS	S	1894	--
110	ROCKINGHAM	7.434	--	WILLIAMS RIVER	ST	97'-0		D.P.G.	S	1893	--
111	ROCKINGHAM	7.700	--	WILLIAMS RIVER	ST	137'-3	22'-1	THRU TRUSS	S	1892	--
112	ROCKINGHAM	8.988	--	WILLIAMS RIVER	ST	118'-0	21'-9	THRU TRUSS	S	1902	--
114	CHESTER	11.000	--	WILLIAMS RIVER	ST	117'-2	20'-8	THRU TRUSS	S	1898	--
116	CHESTER	11.405	--	OVERFLOW	ST	15'-7	8'-0	CONC. SLAB	C	1922	--
118	CHESTER	12.183	--	WILLIAMS RIVER	ST	239'-3	21'-10	T.P.G. T. TRUS	S	1903	--
119	CHESTER	12.830	--	WILLIAMS RIVER	ST	97'-6	8'-9	T.P.G.	S	1897	--
120	CHESTER	16.102	--	BROOK	ST	15'-2	8'-9	CONC. SLAB	C	1922	--
121	CHESTER	17.142	--	WILLIAMS RIVER	ST	96'-7	16'-8	T.P.O.	S	1916	--
122	CHESTER	17.468	--	WILLIAMS RIVER	ST	86'-0	15'-0	D.P.G.	S	1819	--
123	CHESTER	17.825	--	WILLIAMS RIVER	ST	97'-7	14'-0	T.P.G.	S	1919	--
124	CHESTER	18.243	--	WILLIAMS RIVER	ST	85'-4	12'-5	T.P.G.	S	1903	--
125	CHESTER	18.601	--	WILLIAMS RIVER	ST	83'-0	12'-0	T.P.G.	S	1903	--
130	CAVENDISH	23.700	--	BLACK RIVER	ST	137'-4	20'-4	THRU TRUSS	S	1897	--
131	CAVENDISH	24.112	--	DRY CANAL	ST	78'-0	9'-0	T.P.G.	S	1893	--
132	CAVENDISH	24.335	--	BLACK RIVER	ST	185'-0	14'-0	T.P.G.	S	1893	--
133	LUDLOW	25.489	--	BROOK	ST	18'-0	12'-0	SPPA/CONC. SLA	C&S		--
134	LUDLOW	26.023	--	BLACK RIVER	ST	64'-6		D.P.G.	S	1919	--
136	LUDLOW	27.466	859-858V	VT-100 & BLACK RIVER	ST	290'-0	68'-0	DECK TRUSS	S	1895	0
139	LUDLOW	29.866	--	COLEMAN BROOK	ST	15'-0	10'-0	CONC. SLAB	C&S	1919	--
	MT. HOLLY	32.770	--	HEALDVILLE BROOK	ST	15'-0		STONE ARCH	STONE		--
141	MT. HOLLY	37.381	--	BROOK	ST	56'-0	9'-0	T.P.G.	S	1894	--
142	MT. HOLLY	37.593	--	BROOK	ST	46'-5	7'-0	T.P.G.	S	1899	--
143	MT. HOLLY	37.690	--	BROOK	ST	48'-3	12'-0	T.P.G.	S	1902	--
144	MT. HOLLY	39.079	859-877A	VT-155 & MILL RIVER	ST	108'-10	58'-10	D.P.G./ARCH	S	1904	0
145	WALLINGFORD	40.170	859-879H	VT-103 & MILL RIVER	ST	371'-6	189'-5	DPG/D. TRUSS/A	S	1895	0
146	WALLINGFORD	41.378	--	FREENAN BROOK	ST	55'-1	34'-11	D.P.G.	S	1903	--
148	SHREWSBURY	41.952	--	BROOK	ST	14'-0	10'-0	CONC. BOX	C&S	1918	--
149	SHREWSBURY	42.700	--	COOKS POND OUTLET	ST	15'-0		STONE ARCH	STONE		--
150	SHREWSBURY	43.900	--	SMITH BROOK	ST	14'-0		STONE ARCH	STONE		--
151	SHREWSBURY	44.900	--	BROOK	ST	12'-0		STONE ARCH	STONE		--
152	CLARENDON	47.675	--	BROOK	ST	14'-0		D.P.G.	S		--
153	CLARENDON	49.782	--	COLD RIVER	ST	135'-8	22'-0	THRU TRUSS	S	1902	--

VERMONT AGENCY OF TRANSPORTATION
RAIL, AIR AND PUBLIC TRANSPORTATION DIVISION
3 OF OCTOBER 1, 1992
DATEBR1.GHR

EXHIBIT B

**Allocation of Responsibility
for Railroad Bridges
Between
State of Vermont, Lessor
and
Green Mountain Railroad Corp. (GMRC), Lessee**

**GREEN MOUNTAIN RAILROAD CORP.
ALLOCATION OF RESPONSIBILITY FOR RAILROAD BRIDGES (49 C.F.R. PART 237)**

R.R. Mile-post	Inspection File Bridge No.	Lease Bridge No.	Town	Feature Crossed	State	R.R.	Note
0.31	101	101	Rockingham	Canal	x		
1.68	103	103	Rockingham	Connecticut River Backwater	x		
5.02	107	107	Rockingham	Williams River	x		
5.28	108	108	Rockingham	Parker Hill Road (TH 6)		x	R.R. over highway
7.43	110	110	Rockingham	Williams River	x		
7.70	111	111	Rockingham	Williams River	x		
8.57	112	112	Rockingham	Williams River	x		
11.00	114	114	Chester	Williams River	x		
11.40	116	116	Chester	Cattle Pass		x	
12.18	118	118	Chester	Williams River	x		
12.83	119	119	Chester	Williams River	x		
16.10	120	120	Chester	Whitemore Brook	x		
17.14	121	121	Chester	Williams River	x		
17.47	122	122	Chester	Williams River	x		
17.82	123	123	Chester	Williams River	x		
18.24	124	124	Chester	Williams River	x		
18.60	125	125	Chester	Williams River	x		
20.48	126		Cavendish	Dutton Hill Road		x	R.R. over farm road
21.06	127		Cavendish	Cavendish Road (TH 32)		x	R.R. over highway
22.26	128		Cavendish	Mill (Depot) Street (TH 4)		x	R.R. over highway
23.70	130	130	Cavendish	Black River	x		
24.31	132	132	Cavendish	Black River	x		
25.47	133	133	Ludlow	Brook	x		
26.02	134	134	Ludlow	Black River	x		
27.29	135	135	Ludlow	Depot Street		x	R.R. over highway
27.46	136	136	Ludlow	VT 100 and Black River	x		
28.00	137		Ludlow	Okemo Mountain Road		x	R.R. over highway
29.09	137.5	137.5	Ludlow	Brook		x	Span < 10 ft
29.65	138	138	Ludlow	Okemo Ridge Road		x	R.R. over highway
29.90	139	139	Ludlow	Coleman Brook	x		
32.77	140	140	Mount Holly	Branch Brook	x		
37.40	141	141	Mount Holly	Brook	x		
37.60	142	142	Mount Holly	Brook	x		
37.70	143	143	Mount Holly	Brook	x		
39.07	144	144	Mount Holly	VT 155 and Mill River	x		
39.50	144.5		Wallingford	Brook	x		
40.67	145	145	Wallingford	VT 103 and Mill River	x		
41.40	146	146	Wallingford	Freeman Brook	x		
41.95	148	148	Shrewsbury	Brook	x		
42.70	149	149	Shrewsbury	Cooks Pond Outlet	x		
43.97	150	150	Shrewsbury	Smith Brook	x		
44.99	151	151	Shrewsbury	Brook	x		
47.67	152	152	Clarendon	Brook	x		
49.78	153	153	Clarendon	Cold River	x		



State of Vermont
 PPID - Rail Section
 One National Life Drive
 Montpelier, VT, 05633-5001
 www.aot.state.vt.us

[phone] 802-828-1313
 [fax] 802-828-2829
 [ttd] 800-253-0191

Agency of Transportation

August 9, 2012

Region I Headquarters
 Federal Railroad Administration
 55 Broadway – Room 1077
 Cambridge, MA 02142

Re: Vermont Railway, Inc. – Notification of Assignment of Responsibility for
 Compliance with 49 C.F.R. Part 237 (Bridge Safety Standards)

Ladies and Gentlemen:

In checking our files, we have been unable to locate documentation that the Vermont Agency of Transportation (VTrans) ever formally notified the Federal Railroad Administration (FRA) that the State of Vermont, as owner and lessor, has assigned partial responsibility for compliance with 49 C.F.R. Part 237 (Bridge Safety Standards) to Vermont Railway, Inc. (VTR).

Accordingly, in compliance with 49 C.F.R. § 237.3 (Responsibility for Compliance) we are providing notification to FRA as follows:

(1) The name and address of the track owner;

State of Vermont, Agency of Transportation
 National Life Building
 1 National Life Drive
 Montpelier, VT 05633-5001

(2) The name and address of the person to whom responsibility is assigned (assignee);

Responsibility for bridges over water with clear span of 10' or more, as well as for bridges carrying public highways over the railroad, is retained by VTrans:



State of Vermont, Agency of Transportation
National Life Building
1 National Life Drive
Montpelier, VT 05633-5001

Responsibility for all other bridges is assigned to VTR:

Vermont Railway, Inc.
One Railway Lane
Burlington, VT 05402-5290

(3) A statement of the exact relationship between the track owner and the assignee;

Lessor/lessee

(4) A precise identification of the track and the individual bridges in the assignment;

- a. Former Rutland Railway Main Line Subdivision, from MP 0.0 (New York/Vermont state line), near White Creek, NY, to MP 122.58 in Burlington, VT.
- b. Former Rutland Railway Chatham Subdivision (Bennington Branch), from MP 57.38 (River Street) in Bennington, VT to MP 61.85 in North Bennington, VT.
- c. Former Rutland Railway Bellows Falls Subdivision from MP 50.02 in Rutland Town, VT to MP 52.21 in Rutland City, VT.
- d. Former Boston & Maine Bennington Branch, from MP 0.0 in Hoosick Junction, NY to MP 5.04 (New York/Vermont state line), near White Creek, NY.

A list of the bridges for which the State of Vermont has retained responsibility is attached hereto as "Exhibit B" and incorporated herein by reference. Responsibility for all bridges not listed on Exhibit B is assigned to VTR.

(5) A statement as to the competence and ability of the assignee to carry out the duties of the track owner under this part;

VTR is an experienced short-line railroad operator, having been in business more than 48 years.

(6) A statement signed by the assignee acknowledging the assignment to him of responsibility for purposes of compliance with this part.

A copy of the September 19, 1990 Lease Between the State of Vermont and VTR, as amended and renewed, is attached hereto as "Exhibit A" and incorporated herein by reference. Responsibility for bridges is addressed in Article VII (Bridges; Highway Crossings).

Please feel free to contact me if you have any questions.

Sincerely,



Mladen Gagulic
Rail Engineering & Asset
Management

Enclosure

cc: David W. Wulfson, President, Vermont Railway, Inc.

EXHIBIT A

**September 19, 1990
Lease Between
State of Vermont, Lessor
and
Vermont Railway, Inc., Lessee**

631

LEASE
BETWEEN
STATE OF VERMONT
AND
VERMONT RAILWAY, INC.

*Opd
Vt. Railway*
CITY CLERK'S OFFICE
Received 10-1 1990 at 2:15 PM
and recorded in Vol. 422 on Page _____
of Burlington Land Records.
Attest: *J. Rader*
James E. Rader, City Clerk

631 to 655

THIS LEASE made this 19th day of September, 1990 by and between the State of Vermont, a sovereign state, acting by and through its Agency of Transportation (VERMONT or STATE) and Vermont Railway, Inc., a Vermont railroad corporation with its principal place of business in the City of Burlington, County of Chittenden and State of Vermont (RAILWAY).

- WITNESSETH -

VERMONT hereby leases to RAILWAY and RAILWAY hereby leases from VERMONT the following described real estate and personal property:

ARTICLE I

THE PROPERTY DEMISED

All of the property of every kind and description, real, personal and mixed, acquired by VERMONT from Rutland Railway Corporation by deed dated January 1, 1964 (recorded in the Burlington land records at Book 151, Pages 566-76 and in the land records of other towns and cities through which said line passes), except as limited herein.

To Have and To Hold for a period of years from the date above written through January 5, 1994, yielding the rent hereinafter provided but subject to the defeasances and the rights of termination hereinafter reserved.



Also leased herein, upon the same terms and conditions, are (a) lands and premises in the towns of Shaftsbury, Dorset, Proctor, Leicester, Salisbury, Middlebury, Ferrisburg, and Whiting acquired by VERMONT from the Rutland Corporation (formerly the Rutland Railway Corporation) by deed dated December 13, 1967 (recorded in the Shaftsbury land records at Book 49, Pages 349-50 and in the land records of other towns in which such lands and premises are located), and (b) land and premises in the City of Burlington acquired by the State of Vermont, Lessor, and Vermont Railway, Inc., Lessee, from the City of Burlington by deed dated March 9, 1983 which is recorded in the Burlington land records at Book 297, Page 57, together with the office building and other improvements subsequently constructed thereon by VERMONT.

ARTICLE II

THE RENT RESERVED

2.1 VERMONT reserves as rent and RAILWAY covenants to pay or cause to be paid to VERMONT as and for the monetary rental of the premises, the following percentages of "Railway Operating Revenues" as defined in Account 501 of the Uniform System of Accounts for Railroad Companies prescribed by the Interstate Commerce Commission as such system of accounts exists at the date of this agreement:

<u>On the Amounts of Railway Operating Revenues per Year</u>	<u>Percentage</u>	<u>Total Maximum Rental</u>
Not more than \$1,836,450	7%	\$ 128,551.50
More than \$1,836,450 but less than \$2,856,700	9%	\$ 220,374.00
\$2,856,700 or more	11%	Not limited.

2.2-1 During each year of this lease, RAILWAY, on or before the 15th of each month, shall pay rent in monthly installments of seven percent of the "Railway Operating Revenues" included in Account 501 during the third preceding month until such revenues reach a cumulative total of \$1,836,450 per calendar year. Payments thereafter shall be made at the appropriate percentages set forth in the preceding table but shall not exceed the "Total Maximum Rental" set forth therein. Unless otherwise directed by VERMONT, all payments shall be made to the offices of the Vermont Agency of Transportation, 133 State Street, Montpelier, Vermont 05602.

2.2-2 Notwithstanding the foregoing rent schedule, total maximum rental will not exceed 7% for any calendar year following a calendar year in which RAILWAY's expenses for maintenance of roadway and structures (as defined by applicable regulations of the Interstate Commerce Commission) exceeded \$500,000.

2.2-3 Any late rent payments will accrue interest at the prevailing prime rate (as published in the Wall Street Journal).

2.3 If the tax imposed by 32 V.S.A. §§ 8211 and 8212 applies, then the credit provisions of 32 V.S.A. § 8212 shall apply to the leased property. Additionally there shall be credited to RAILWAY, in the payment of the rent reserved to VERMONT in accordance with Paragraph 2.1 and Paragraph 2.2 of the herein ARTICLE II, any payments made by RAILWAY to vendors or directly to the State of Vermont, Department of Taxes, for Sales and Use Tax imposed under the provisions of Title 32 V.S.A., Chapter 233, as amended, upon the purchase or use by RAILWAY of

materials used by RAILWAY to maintain the leased line and to contribute to the maintenance of buildings owned by VERMONT and occupied by RAILWAY, as required of RAILWAY pursuant to obligations for the same imposed upon RAILWAY in accordance with Paragraph 5.1 and Paragraph 5.2 of ARTICLE V hereinafter, and also in accordance with Paragraph 7.3 of ARTICLE VII hereinafter. However, if the total of such sales and use tax payments exceed the total rental payments due pursuant to Paragraphs 2.1 and 2.2-1 above for any calendar year, the rental due for that year shall be zero, and VERMONT shall not make any payment, credit or refund to RAILWAY, nor shall RAILWAY receive credit for such tax payments in any year other than the year in which the payments were made.

2.4 The provisions of this lease respecting the amount of rent due shall take effect with the rent payment for the month of June 1990 (due September 15, 1990). Rent payments for prior months, even if not yet remitted to VERMONT, shall continue to be determined under the parties' indenture of January 6, 1964, as subsequently renewed and amended.

ARTICLE III

RENEWAL PRIVILEGE

If RAILWAY performs the agreements on its part, then it shall have the right, at the expiration of the current term (11:59 p.m. on January 5, 1994) to renew this lease for additional ten year terms, up to a maximum of six times:

First renewal term	January 6, 1994 - January 5, 2004
Second renewal term	January 6, 2004 - January 5, 2014
Third renewal term	January 6, 2014 - January 5, 2024
Fourth renewal term	January 6, 2024 - January 5, 2034
Fifth renewal term	January 6, 2034 - January 5, 2044
Sixth renewal term	January 6, 2044 - January 5, 2054

During each such renewal term the rent shall be that set forth in paragraph 2.2 of ARTICLE II herein. Such right shall be exercised by giving VERMONT written notice not later than one year prior to the expiration of each existing term.

ARTICLE IV

INSPECTION BY RAILWAY AND WARRANTY BY VERMONT

[Deleted]

ARTICLE V

COVENANTS AND AGREEMENTS BY RAILWAY

IN RELATION TO ITS POSSESSION DURING THE LEASE PERIOD

In further consideration of the lease hereby made, RAILWAY makes the following covenants and agreements:

5.1 RAILWAY covenants and agrees that, except as limited herein, it will maintain and operate said line or lines of railroad in compliance with Federal, State and Local laws and administrative regulations relating to the operation and maintenance thereof. Without limitation of the generality of the foregoing, RAILWAY agrees to maintain and operate the leased line in good operating condition and in no event under the minimum standards set by the Federal Railroad Administration for Class I (White Creek - Rutland) and Class II (Rutland - Burlington) freight railroads. RAILWAY will perform all obligations to be performed by the owner of a railroad, as set forth in Section 213.5 of the Federal Railroad Administration Track Safety Standards (49 CFR 213). RAILWAY covenants to contribute to the maintenance of buildings occupied by it in proportion to its occupancy.

5.2 The obligation of RAILWAY to maintain shall include the obligation to repair or replace such rail, ties and other items of track or signalling equipment as may be necessary to keep railroad in good operating condition. In the event of such replacement by RAILWAY the new property shall become the property of VERMONT and the removed property shall become the property of RAILWAY regardless of whether such removed property is sold or retained by RAILWAY as materials and supplies. If RAILWAY determines that any track, buildings or other facilities are not essential to its operations, it may request that VERMONT relieve it of its obligations in this ARTICLE V with respect to those portions of the demised premises. If it is decided that such track, buildings or other facilities should be dismantled or removed, RAILWAY shall pay to VERMONT the net salvage value thereof, as it may be determined by VERMONT. Where the costs of dismantling or removing exceed the market value of the materials, the amount of such excess may be deducted from RAILWAY's rental payments.

5.3 [Deleted]

5.4 RAILWAY covenants and agrees to maintain at least the following minimum schedules during the term of this lease:

<u>Service</u>	<u>Schedule</u>
Rutland and Burlington Yards	Daily, except Saturdays, Sundays & Holidays
Rutland - Burlington	Three trips north and three trips south each week
Rutland - White Creek	As needed

5.5 RAILWAY shall have the right to decrease this minimal schedule with the approval of the Secretary of Transportation if traffic conditions warrant such reduction. RAILWAY 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 RAILWAY including, but not limited to, failure of facilities, flood, earthquake, storm, lightening, fire, epidemic, war, riot, civil disturbance, labor stoppage, sabotage, and restraint by court or public authority, which RAILWAY could not reasonably have been expected to avoid, and which by exercise of due diligence RAILWAY shall be unable to overcome.

5.6 RAILWAY understands that VERMONT is endeavoring to secure the maximum amount of service for the State and to that end covenants and agrees to cooperate, to the extent that it does not adversely affect its operations, with other carriers in the use of the Rutland Yard and in charging connecting carrier for such use. RAILWAY agrees that if a dispute arises as to the reasonableness of charges of rendering such service, then the Transportation Board of the State of Vermont may determine such reasonable charges and such determination will be binding upon it unless such determination shall conflict with a rule, regulation policy, decision or requirement of the Interstate Commerce Commission.

5.7 RAILWAY covenants and agrees to indemnify and hold the State harmless against all claims, damages or liability whatsoever arising out of or resulting from its possession, control, maintenance, operation or use of the premises or of its equipment.

5.8-0 RAILWAY covenants and agrees to obtain the insurance hereinafter specified in paragraph 5.8-1 but the complete or partial failure of an insurance carrier, for any reason whatsoever, fully to protect and indemnify the RAILWAY, or the inadequacy of insurance coverage shall not affect the obligation of RAILWAY to indemnify the State as provided above.

5.8-1 RAILWAY will maintain insurance of the following types and minimum coverages, carried by insurers acceptable to VERMONT:

<u>TYPE</u>	<u>LIMITS</u>
(1) A standard Comprehensive General Liability policy, insuring against claims for bodily injury including death and consequential damage damages and for property damage (each occurrence) including claims of shippers; and specifically including any contractual liability assumed in paragraph 5.7 above.	Bodily Injuries \$ 250,000 - each person \$1,000,000 - each occurrence \$ 50,000 - property (each occurrence)
(2) A standard policy covering RAILWAY'S liability under the Federal Employer's Liability Act.	As required by Federal law and at least \$100,000 each person

5.8-2 [Deleted]

5.8-3 RAILWAY shall make VERMONT an additional insured under each of such policies (other than Employer's Liability) and shall furnish VERMONT with appropriate certificates of such insurance which shall specifically state that the insurance company shall furnish to VERMONT 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 VERMONT for the payment of any premiums or other charges for such insurance coverage.

5.8-4 As used herein the word "claims" shall include reasonable attorney's fees and other reasonable costs incidental to defense against claims.

ARTICLE VI

RENTALS FROM OTHERS

6.1 STATE shall have the right to any and all rents, license fees and permit fees arising from present and future leases of the demised premises, any renewals thereof and any new leases, including but not limited to rents, license fees and other revenues paid by utilities occupying a portion of the leased premises with poles and wires, and all revenues arising from the rights assigned to VERMONT by Rutland Railway Corporation by the deed dated January 1, 1964 hereinabove referred to and specified in Schedule B attached thereto. RAILWAY shall be under no obligation to collect rentals from such properties or to maintain them.

6.2 It is the intention of the parties to promote the industrial development of the area served by RAILWAY. They therefore agree that RAILWAY, with the consent of the STATE, may sublease presently unoccupied and undeveloped portions of the leased premises for use in connection with industrial development. All such subleases shall by their terms expire on or before the termination of this lease and any renewals thereof;

shall provide that the sublet premises shall be used for or in connection with industrial development; and shall not grant greater rights to such premises than are granted to RAILWAY by virtue of this lease. Rents arising from subleases of land, buildings, rights-of-way, tracks, sidings or other facilities for use in shipping, receiving or handling rail freight shall belong to RAILWAY. Rent from other sublet premises shall belong to VERMONT. VERMONT will not unreasonably withhold its consent to a proposed sublease.

6.3-0 The parties recognize the interests of other persons in acquiring rights to build and maintain a pipe line for the transportation of natural gas or petroleum products upon the premises. They therefore agree that VERMONT may subject the leased premises to easement and rights of way for a pipe line for the transportation of natural gas or petroleum products if the Transportation Board, after hearing to be held upon thirty (30) days notice to RAILWAY and such other notice as it deems reasonable, determines that,

(1) The public good of the State will be promoted by the granting of such easements and rights of way, and

(2) The operation of such pipe line, after the division of rents therefrom hereinafter set forth, shall not be inconsistent with the welfare of RAILWAY.

6.3-1 In determining the public good the Transportation Board shall give due weight and consideration to the effect of the proposed pipe line upon RAILWAY'S existing and reasonably foreseeable revenues, earnings and financial stability. RAILWAY agrees that its rights herein shall be subject to the easement and rights of way of the pipe line company if VERMONT executes an

easement and rights of way after a finding of public good, and RAILWAY further covenants to execute such documents to perfect such easement* and rights of way as may be requested by VERMONT.

6.3-2 The rent or fee charged the person owning and operating such pipe line shall be determined by the Transportation Board on the basis of evidence presented at the hearing on public good hereinbefore mentioned. In the determination of a reasonable rental, the Transportation Board shall give due regard to the volumes to be transported and other relevant data. In no event shall the annual rental to be charged for such pipe line easements or rights of way be less than the annual loss of net earnings existing or reasonably foreseeable which RAILWAY can reasonably be expected to suffer during the term of such easement or grant of right of way as a result of pipe line operation.

6.3-3 For the purpose of this paragraph "RAILWAY'S net earnings" shall be computed as follows:

(a) The amount of "Railway Operating Revenues" which would have accrued annually to RAILWAY from traffic existing or reasonably foreseeable, if any, actually or foreseeable diverted from RAILWAY to the pipe line shall be determined.

(b) The amount of RAILWAY'S "transportation-rail line expenses" properly allocable annually to such diverted revenues shall be determined. "Transportation-rail line expenses" as used herein shall include the expenses described in Accounts 2241 to 2251 inclusive of the Uniform System of Accounts and the rent reserved in Article II hereof, but shall not include taxes on or measured by income or other operating expenses as described in Accounts 2201 to 2240 or 2252 to 2266 in the Uniform System of Accounts.

(c) "RAILWAY'S net earnings" shall be "Railway Operating Revenues" as determined in paragraph (a) hereof less "RAILWAY'S transportation-rail line expenses" as determined in paragraph (b).

6.3-4 The rental received from the pipe line company shall be divided as follows: RAILWAY shall be entitled to reimbursement of its loss of "RAILWAY'S net earnings" as computed herein and shall be entitled to at least 50% of such rentals in any event and VERMONT shall be entitled to the remainder thereof.

6.4 Notwithstanding any other provision of this article, net revenues (i.e., rents received from third parties or profits should RAILWAY itself act as developer) arising from installation of any fiber optics or equivalent line along railroad will be shared equally by the STATE and RAILWAY, after recovery by RAILWAY of any costs incurred to secure such rentals.

ARTICLE VII

BRIDGES; HIGHWAY CROSSINGS

7.1 During the term of this lease or any renewal thereof, VERMONT shall:

(a) maintain, repair, replace and install when necessary all highways at railroad grade crossings ;

(b) reimburse RAILWAY for the expense of the installation, but not for the maintenance or repair, of all signal or warning devices required at grade crossings (except at those crossings listed on Exhibit B and at such other crossings where VERMONT specifically agrees to accept such responsibility or where such responsibility is imposed on VERMONT by a regulatory body of competent jurisdiction);

(c) maintain, repair, replace, and install when necessary all structures, including approaches, carrying highways over the railroad;

(d) maintain, repair, replace and install when necessary all highways going under the railroad.

VERMONT shall not, by reason of this lease, be under any obligation to:

- (a) maintain structures carrying railroad over highways (except as otherwise provided in 30 V.S.A. Chapter 45);
- (b) maintain rails, ties, or other subsurface materials at grade crossing.

RAILWAY shall maintain, replace, repair and install when necessary all railroad tracks, ties, roadbed and (except as otherwise provided in 30 V.S.A. Chapter 45) structures carrying railroad over highway. Nothing herein shall affect RAILWAY'S obligations in regard to farm crossings, cattle guards, fences and water courses as set forth in Sub-Chapter 4 of Chapter 45 of Title 30 of the Vermont Statutes Annotated.

7.2-1 Nothing herein shall impair any obligation of any municipality or other party to maintain highway crossings, bridges, fences, track and structures, signals or any other statutory or contractual obligations of any municipality or other party.

7.2-2 VERMONT shall maintain, replace, repair and install when necessary all non-track elements (i.e., other than rails, ties and, where applicable, ballast) of structures which have a clear span of 10 feet or more and which carry railroad over watercourses. (A schedule of structures in this category is attached hereto as "Exhibit A" and incorporated herein by reference.) At the location of each such structure, VERMONT will be responsible for stream problems, including (but not limited to dredging), while RAILWAY will be responsible for

vegetation control and removal of debris left by high water. RAILWAY will furnish VERMONT (including its agents, employees and contractors) with transportation to and from structure locations not accessible from public highways.

7.3 If VERMONT is unable to perform its obligation under this Article it will so notify RAILWAY, in which event RAILWAY'S sole remedy will be to perform at its expense such installation, repair or maintenance as VERMONT and RAILWAY agree is necessary to permit RAILWAY to fulfill its obligations under this lease and the expense thereof shall be submitted to VERMONT and, upon approval by VERMONT as to amount (which shall not be unreasonably withheld), shall be deducted from the rentals specified in Article II to be paid by RAILWAY to VERMONT.

ARTICLE VIII

TERMINATION

If any rent shall be in default and unpaid for thirty (30) days after notice to RAILWAY or if default shall be made in any of the other covenants herein contained on the part of RAILWAY for thirty (30) days after notice to RAILWAY specifying default and demanding compliance, VERMONT may re-enter and take possession of the premises, or institute proceedings at law for the recovery of possession and upon re-entry or the making of an order or judgment awarding possession of the premises to VERMONT, this lease shall be terminated and at an end.

ARTICLE IX

SPECIAL TERMINATION PROVISION

[Deleted 1976]

ARTICLE X

OPTION TO BUY

VERMONT hereby grants to RAILWAY an option to buy the leased premises on the following terms and conditions:

10.1-1 At the STATE'S cost unless and until STATE receives an offer to buy from another person, as specified in paragraph 10.2 of this Article. It is agreed and understood by the parties that STATE'S cost, as used herein, amounts to \$3,036,940.30 as of December 31, 1989. Beginning January 1, 1990, the STATE'S cost will be increased in any calendar year in an amount by which capital investment by the STATE, including (but not limited to) bridge rehabilitation/replacement and the purchase and installation of heavier weight rail (i.e., 100#/yard or greater), exceeds rentals paid by RAILWAY. Beginning January 1, 1990, the STATE'S cost will be decreased by amounts by which capital investment by RAILWAY went beyond RAILWAY'S maintenance obligations under this lease and which the STATE agreed in advance was necessary for the efficient operation of the railroad. (For purposes of this paragraph, the term "capital investment by RAILWAY" shall not include any expense deducted from rent under paragraph 7.3.)

10.2 If STATE receives a bona fide offer which it desires to accept for the purchase of the leased property, then it shall communicate such offer to RAILWAY. If such offer exceeds STATE'S cost as defined in paragraph 10.1 of this Article, RAILWAY shall

have 180 days after receipt of such notice to enter into a contract to buy at the STATE'S cost as defined in paragraph 10.1 of this Article. If such offer is less than the STATE'S cost as defined in paragraph 10.1 of this Article and STATE desires to accept such offer, then RAILWAY shall have 180 days after receipt of such notice to enter into a contract to buy at such offer price.

10.3 The STATE covenants not to sell any part or portion of the demised premises without the written consent of RAILWAY, given after 30 days notice of the STATE'S desire to sell. The proceeds of any such partial sale, after deduction of the expense directly attributable thereto, shall be deducted from STATE'S cost as defined in paragraph 10.1.

10.4 If RAILWAY buys the leased premises and thereafter files a petition for a Certificate of Public Convenience and Necessity under the Revised Interstate Commerce Act, 49 U.S.C. § 10903, to abandon or discontinue operations on all or any portion thereof (or seeks a regulatory exemption under 49 U.S.C. § 10505 to the same effect), then STATE shall have the option for a period of one (1) year following the date of such filing to buy the portion or portions of road sought to be abandoned at the lesser of (1) the net salvage value thereof as of the time the STATE exercises its option or (2) the amount RAILWAY paid STATE therefor plus the salvage value of capital improvements made during the period of RAILWAY'S ownership.

ARTICLE XI

WAIVERS

Any waiver at any time by either party hereto of its rights 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.

ARTICLE XII

NOTICES

Any notice, demand, or request provided for in this agreement or given or made in connection with this agreement shall be deemed to be properly given or made if delivered or sent by certified mail, postage prepaid, addressed as follows, or to such other addresses as may hereafter be designated in writing by the respective parties hereto:

To or upon the State:

Secretary
Vermont Agency of Transportation
133 State Street
Montpelier, VT 05602

To or upon Railway:

President
Vermont Railway, Inc.
One Railway Lane
Burlington, VT 05401

ARTICLE XIII

REGULATORY AUTHORITIES

13.1 This agreement is subject to valid laws, and to valid orders, rules and regulations of duly constituted regulatory authorities having jurisdiction.

13.2 If RAILWAY finds any portion of this contract to be unduly burdensome, then it may apply to the State through the Secretary of Transportation for modification thereof, and the Secretary, with approval of the Governor, on behalf of the State shall make such modifications as found necessary or reasonable.

13.3 As used herein, Uniform System of Accounts shall mean the Uniform System of Accounts prescribed by the Interstate Commerce Commission and in effect on January 1, 1964, as from time to time amended.

ARTICLE XIV

CAPITAL STOCK

[Deleted]

ARTICLE XV

ACCOUNTS; INSPECTION

15.1 RAILWAY will keep proper accounts in which full, true and correct entries will be made of all dealings or transactions which relate to this lease. Such accounts shall show, without limitation, the amount and disposition of any state funds or rent credits received pursuant to this agreement. All such records will be kept for a period of four (4) years, or such longer period as may be reasonably requested by the STATE.

15.2 RAILWAY will permit any authorized representative of the STATE to visit and inspect any properties of RAILWAY, to examine its accounts and corroborating, records, reports, and other papers and to make copies and extracts therefrom, all at such reasonable times and as often as may be reasonably requested.

15.3 STATE agrees that any information provided STATE by RAILWAY on the following subjects will be confidential:

- (a) customer data;
- (b) confidential shipper contracts;
- (c) financial obligations and financial standing; and
- (d) proprietary data known only to certain individuals within RAILWAY'S organization and which give RAILWAY the opportunity to obtain business advantage over competitors who do not know it.

ARTICLE XVI

RELATIONSHIP TO PRIOR LEASE

16.1 This agreement with the terms and provisions contained herein constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and replaces all other agreements and representations in connection with such subject matter. Specifically, this lease, as of the effective date hereof, supersedes the parties' indenture of January 6, 1964, as previously renewed and amended.

ARTICLE XVII

MISCELLANEOUS

17.1 Pursuant to 32 V.S.A. § 3113, RAILWAY 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 lease. Notwithstanding any other provision of this agreement, VERMONT reserves the right to deny any renewal, extension, consent, or

permission under this agreement unless RAILWAY and any proposed assignee first provide VERMONT with written certification of tax compliance in accordance with 32 V.S.A. § 3113.

IN WITNESS WHEREOF, the State of Vermont has caused its name to be subscribed, this 19th day of July, 1990, by its Secretary of Transportation, for the Agency of Transportation.

IN PRESENCE OF:

STATE OF VERMONT
AGENCY OF TRANSPORTATION
("Vermont" or "State")

Diane Blahut
Chris Lakin

By: *Paul R. Philbrook*
Paul R. Philbrook
Secretary of Transportation

STATE OF VERMONT

WASHINGTON COUNTY; SS.

At Montpelier, this 19th day of July, A.D.. 1990, personally appeared Paul R. Philbrook, Secretary of Transportation, and acknowledged the foregoing instrument by him executed to be his free act and deed, and the free act and deed of the State of Vermont.

Before me,

Diane Blahut
Notary Public

APPROVED PER 5 V.S.A. § 3405:

Madeleine M. Kunin
GOVERNOR

APPROVED AS TO FORM:

DATED: July 18, 1990

John K. Dunbar
ASSISTANT ATTORNEY GENERAL

IN WITNESS WHEREOF, Vermont Railway, Inc. has caused its name to be hereunto subscribed, at Burlington, in the County of Chittenden and State of Vermont this 18th day July of A.D., 1990, by the hand of John R. Pennington, its President and duly authorized agent.

IN PRESENCE OF:

VERMONT RAILWAY, INC.
("RAILWAY")

Kathleen Wilson
Wendy C. Willenbaky
STATE OF VERMONT

By: John R. Pennington
John R. Pennington
President and Duly
Authorized Agent

CHITTENDEN COUNTY, SS.

At Burlington, this 18th day of July, A.D., 1990, personally appeared John R. Pennington and acknowledged the foregoing instrument by him, as President and Duly Authorized Agent of Vermont Railway, Inc., subscribed to be his free act and deed, and the free act and deed of said Vermont Railway, Inc.

Before me,

Kathleen Wilson
Notary Public

VERMONT RAILWAY, INC.
BRIDGES OVER WATERCOURSES WITH CLEAR SPAN OF 10' OR MORE

BRIDGE NO.	TOWN	M.P.	DOT NO.	FEATURE CROSSED	MAINT.	LENGTH	O.H.		TYPE	MATERIAL	EXHIBIT A (P. 1 OF 2)	
							CLEAR.				DATE BUILT	R.R. O/U
55	BENNINGTON	858.138	--	WALLOOMSAC RIVER	ST	106'-9	12'-9		T.P.G.	S	1903	--
56	BENNINGTON	858.915	--	FURNACE BROOK	ST	54'-0	17'-0		D.P.G.	S	1891	--
57	BENNINGTON	861.527	--	PARAN CREEK	ST	79'-0	14'-5		D.P.G.	S	1979	--
57A	SHAFTSBURY	.796	--	COLD SPRING BROOK	ST	12'-0	9'-0		ST.ARCH	STONE		--
	SHAFTSBURY	3.165	--	PARAN CREEK	ST	18'-0	13'-6		WOOD STR.	WOOD		--
	SHAFTSBURY	4.1	--	PARAN CREEK	ST	36'-6	12'-3		D.P.G.	S	1902	--
	SHAFTSBURY	5.337	--		ST	10'-0			ARCH	STONE		--
59X	SHAFTSBURY	9.3	--	LAKE SHAFTSBURY OUTLET	ST	15'-0			CONC.	C		--
62	ARLINGTON	14.719	--	ROARING BRANCH BROOK	ST	158'-1	16'-0		T.P.G.	S	1901	--
63	SUNDERLAND	17.93	--	MILL BROOK	ST	45'-5	9'-9		T.P.G.	S	1903	--
64	SUNDERLAND	18.127	--	BATTENKILL RIVER	ST	136'-4	14'-6		D.P.G.	S	1896	--
65	MANCHESTER	18.989	--	BATTENKILL RIVER	ST	108'-6	18'-3		T.P.G.	S	1903	--
67	MANCHESTER	20.957	--	LYE BROOK	ST	46'-0	12'-0		D.P.G.	S	1896	--
69	MANCHESTER	22.617	--	BOURNE BROOK	ST	45'-4	11'-0		T.P.G.	S	1903	--
70	MANCHESTER	23.036	--	BATTENKILL RIVER	ST	66'-6	10'-0		P. TRESTLE	WOOD	1941	--
71	MANCHESTER	23.575	--	BATTENKILL RIVER	ST	60'-4	9'-7		T.P.G.	S	1903	--
72	MANCHESTER	24.184	--	BATTENKILL RIVER	ST	65'-4	14'-5		T.P.G.	S	1903	--
73	MANCHESTER	25.715	--	BATTENKILL RIVER	ST	45'-4	15'-11		D.P.G.	S	1903	--
74	MANCHESTER	26.198	--	BATTENKILL RIVER	ST	45'-4	12'-5		T.P.G.	S	1903	--
76	DORSET	27.189	--	BATTENKILL RIVER	ST	45'-4	11'-11		D.P.G.	S	1903	--
77	DORSET	27.674	--	BATTENKILL RIVER	ST	45'-4	13'-3		D.P.G.	S	1903	--
79	DORSET	28.167	--		ST	10'-0			BOX	C		--
79C	DORSET	30.675	--		ST	14'-0			ARCH	STONE		--
80	DORSET	31.783	--	OTTER CREEK	ST	15'-0	5'-0		SOL.RAIL FL.	S	1911	--
83	MT.TABOR	36.34	--	MILL BROOK	ST	65'-4	7'-3		T.P.G.	S	1903	--
85	DANBY	37.704	--	OTTER CREEK	ST	108'-6	13'-9		T.P.G.	S	1903	--
86	DANBY	37.726	--	CATTLE PASS	ST	16'-2	12'-8		I-BEAM	S		--
87	WALLINGFORD	40.575	--	STREAM	ST	45'-4	6'-8		T.P.G.	S	1903	--
88	WALLINGFORD	41.358	--	OTTER CREEK	ST	160'-4	22'-0		D.P.G.	S	1892	--
89	WALLINGFORD	42.683	--	OTTER CREEK	ST	92'-7	23'-2		T.P.G.	S	1903	--
91	WALLINGFORD	45.039	--	ROARING BROOK	ST	45'-5	6'-4		T.P.G.	S	1902	--
92	WALLINGFORD	46.314	--	STREAM	ST	13'-11	7'-0		I-BEAM	S		--
93	CLARENDON	47.925	--	MILL RIVER	ST	116'-0	21'-9		THRU TRUSS	S	1903	--
94	CLARENDON	48.044	--	MILL RIVER	ST	129'-8	10'-11		T.P.G.	S	1903	--
96	CLARENDON	50.49	851-263M	BROOK & FARM ROAD	ST	45'-4	14'-10		T.P.G.	S	1903	0
98	CLARENDON	51.266	--	COLD RIVER	ST	48'-4	7'-6		T.P.G.	S	1903	--
	CLARENDON	51.381	--	MUZZY BROOK	ST	10'-0			ARCH	STONE		--
98A	CLARENDON	51.654	851-270X	OVERFLOW & CATTLE PASS	ST	35'-0	6'-0		T.P.G.	S	1928	0
99	CLARENDON	51.849	--	COLD RIVER	ST	108'-6	9'-4		T.P.G.	S	1903	--
	RUTLAND CITY	51.828	--	MOON BROOK	ST	10'-6			RAIL TOP	S		--

VERMONT AGENCY OF TRANSPORTATION
PLANNING DIVISION
AS OF JULY 18, 1990

(CONTINUED)

A:STATEBR1.VTR

VERMONT RAILWAY, INC.
BRIDGES OVER WATERCOURSES WITH CLEAR SPAN OF 10' OR MORE

EXHIBIT A
(P.2 OF 2)

BRIDGE NO.	TOWN	M.P.	DOT NO.	FEATURE CROSSED	MAINT.	LENGTH	O.H. CLEAR.	TYPE	MATERIAL	DATE BUILT	R.R. O/U
202	RUTLAND CITY	54.937	--	EAST CREEK	ST	98'-4	27'-6	D.P.G. TRESS	S	1953	--
204	PROCTOR	58.981	--	OVERFLOW	ST	21'-8	12'-6	S.STR & SOL.F	S&C	1932	--
205	PROCTOR	59.124	--	OTTER CREEK	ST	242'-9	22'-6	T.P.G. & T.TR	S	1899	--
206	PROCTOR	59.353	--	OVERFLOW	ST	33'-7	12'-0	ST.STR. & SOL	S&C	1934	--
207	PROCTOR	59.416	--	OVERFLOW	ST	65'-4	12'-0	T.P.G.	S	1903	--
214	PITTSFORD	63.283	--	OTTER CREEK	ST	16'-0	10'-6	REIN. CONC.	S&C	1914	--
215	PITTSFORD	63.466	--	OTTER CREEK	ST	207'-6		T.P.G.	S	1900	--
217	PITTSFORD	63.978	--	OVERFLOW	ST	15'-0	14'-7	REIN. CONC.	S&C	1928	--
219	PITTSFORD	64.864	--	OTTER CREEK	ST	207'-6	20'-7	T.P.G. & T.TR	S	1900	--
220	PITTSFORD	67.251	--	OTTER CREEK	ST	210'-0	15'-0	T.P.G.	S	1899	--
222	BRANDON	70.853	--	NESHOBIE RIVER	ST	67'-10	30'-7	D.P.G.	S	1903	--
227	LEICESTER	75.723	--	OVERFLOW	ST	15'-6	9'-6	REIN. CONC.	S&C	1929	--
228	LEICESTER	76.225	--	OTTER CREEK	ST	161'-0	22'-0	THRU. TRUSS	S	1929	--
229	LEICESTER	77.339	--	OTTER CREEK	ST	157'-2	22'-5	THRU. TRUSS	S	1896	--
230	LEICESTER	77.471	--	OVERFLOW	ST	50'-0	16'-2	D.P.G.	S	1893	--
232	SALISBURY	82.811	--	OVERFLOW	ST	85'-0	9'-6	SSTR. SOL. FL	S	1931	--
233	MIDDLEBURY	83.334	--	OTTER CREEK	ST	142'-4	22'-6	THRU. TRUSS	S	1896	--
234	MIDDLEBURY	83.8	--	OVERFLOW	ST	64'-0	10'-6	SSTR. SOL. FL	S	1931	--
235	MIDDLEBURY	83.883	--	CATTLE PASS	ST	15'-0	10'-0	REIN. CONC.	S&C	1931	--
236	MIDDLEBURY	84.1	--	OVERFLOW	ST			REIN. CONC.			--
238	MIDDLEBURY	86.034	--	CATTLEPASS	ST	15'-0	8'-9	WOOD STR.	WOOD		--
239	MIDDLEBURY	87.099	--	OTTER CREEK	ST	234'-8	22'-11	THRU TRUSS	S	1893	--
243	NEW HAVEN	90.778	--	NEW HAVEN RIVER	ST	330'-2	80'-0	D.P.G. & D.T.	S	1896	--
249	FERRISBURG	102.419	--	LITTLE OTTER CREEK	ST	145'-4	55'-2	CONC.	S&C	1903	--
252	FERRISBURG	105.203	--	LEWIS CREEK	ST	94'-0	29'-0	D.P.G.	S	1899	--
	FERRISBURG	106.058	--		ST	10'-0		ARCH	STONE		--
252A	CHARLOTTE	107.144	--	THROPE BROOK	ST	10'-0		ARCH	STONE		--
	SHELBURNE	116.988	--		ST	12'-0		ARCH	STONE		--
261	SHELBURNE	115.545	--	LAPLATTE RIVER	ST	107'-0	47'-0	D.P.G.	S	1902	--
262A	SO. BURLINGTON	119.6	--	POTASH BROOK	ST	16'-0		ARCH	S&C	1978	--
265	BURLINGTON	121.326	--	BARGE CANAL	ST	33'-3	22'-0	BASCULE	S	1920	--

VERMONT AGENCY OF TRANSPORTATION
PLANNING DIVISION
AS OF JULY 18, 1990

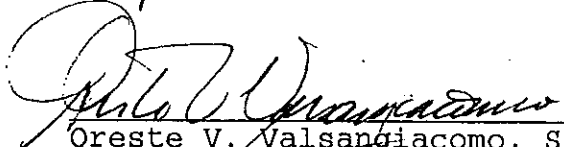
RAIL/HIGHWAY CROSSINGS
ON VERMONT RAILWAY
WHERE STATE OF VERMONT
IS RESPONSIBLE
FOR COST OF MAINTENANCE, INCLUDING
WARNING DEVICES

<u>Milepost</u>	<u>Town</u>	<u>Highway</u>
27.94	Dorset	U.S. Route 7
52.68	Clarendon	U.S. Route 4
100.04	Ferrisburgh	U.S. Route 7

CERTIFICATE OF APPROVAL

I, Oreste V. Valsangiacomo, Sr., Acting Chief Officer to the State of Vermont Joint Fiscal Office, do hereby certify that the Legislative Joint Fiscal Committee on the 19th day of September, 1990, did, pursuant to 5 V.S.A. § 3405, approve a new lease by and between the State of Vermont, acting through its Agency of Transportation, and Vermont Railway, Inc., for continued operation on State-owned railroad property generally described as the line of railroad between Bennington and Burlington acquired by the State of Vermont from the Rutland Railway Corporaion by deed dated January 1, 1964.

Dated this 19th day of September, 1990.



Oreste V. Valsangiacomo, Sr.
Acting Chief Fiscal Officer
State of Vermont
Joint Fiscal Office

AMENDMENT NO. 1
TO
SEPTEMBER 19, 1990
LEASE
BETWEEN
STATE OF VERMONT
AND
VERMONT RAILWAY, INC.

THIS AGREEMENT, made and entered into on this 15th day of April, 1996, by and between the State of Vermont, a sovereign state, acting through its Agency of Transportation, 133 State Street, Montpelier, Vermont 05633 (hereinafter VERMONT or STATE) and Vermont Railway, Inc., a Vermont corporation with its principal office at One Railway Lane, Burlington, Vermont 05401 (hereinafter RAILWAY).

W I T N E S S E T H :

WHEREAS, on September 19, 1990, VERMONT and RAILWAY entered into a lease of certain railroad properties acquired by VERMONT from the Rutland Railway Corporation on January 1, 1964, including a line of railroad extending from a point on the New York/Vermont state line near White Creek, New York which is known as Main Line Subdivision chaining station 0+00 and running northwardly 124.79 miles through the State of Vermont to Main Line Subdivision chaining station 6583+507 in the City of Burlington, Vermont; and

WHEREAS, by Release Deed dated April 9, 1996, VERMONT acquired from the Boston and Maine Corporation approximately 5.04 miles of its Bennington Branch, extending from milepost 0.00 at Hoosick Junction, New York and thence running through the Town of Hoosick, New York to milepost 5.04 on the New York/Vermont state line near White Creek, New York; and

WHEREAS, RAILWAY wishes to lease the former Boston and Maine Bennington Branch so that it can be operated by RAILWAY in conjunction with the White Creek - Burlington line already leased by RAILWAY from VERMONT; and

WHEREAS, in Sec. 10(b) of Act No. 60 of 1995 the General Assembly of the State of Vermont authorized VERMONT to enter into an amendment of the September 19, 1990 lease between VERMONT and RAILWAY to include the Bennington Branch in the description of the property demised to RAILWAY;

NOW, THEREFORE, in consideration of the premises and mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. ARTICLE I -- THE PROPERTY DEMISED is amended to add the following:

Also leased herein, upon the same terms and conditions, is all of the property of every kind and description, real, personal and mixed, acquired by VERMONT by April 9, 1996 Release Deed of the Boston and Maine Corporation, described more particularly as the Boston and Maine Corporation's "Bennington Branch," extending approximately 5.04 miles from Milepost 0.00 in Hoosick Junction, New York to Milepost 5.04 at the Vermont-New York state line near White Creek, New York, including all the land, which comprises approximately 64+ acres, together with all the Boston and Maine Corporation's interest in franchises, rights-of-way, land, buildings, tracks, other track materials, crossings, bridges, culverts, signals and appurtenances on its line of railroad between said terminal points, subject to reservation by the Boston and Maine Corporation of a telecommunications easement.

In aid of the foregoing description, reference may be had to certain valuation maps and the boundary lines (one long dash and two short dashes) depicted thereon, all prepared in accordance with standards prescribed by the former Interstate Commerce Commission, and entitled in part:

RIGHT-OF-WAY AND TRACK MAP
Troy & Bennington R.R. Co
Operated by the
BOSTON AND MAINE R.R.
Scale 1" = 100' Dated June 30, 1914

which are numbered consecutively V41/1 to V41/5.

2. Paragraph 2.5 is added to read:

2.5 For purposes of Paragraph 2.3 of this Article, any payments made by RAILWAY to vendors or directly to the State of New York for sales and use tax imposed by the State of New York upon the purchase or use by RAILWAY of materials used by RAILWAY to maintain that portion of the leased line located in the State of New York shall be treated as would similar payments made by RAILWAY for sales and use tax imposed by the State of Vermont upon the purchase or use by RAILWAY of materials used by RAILWAY to maintain that portion of the leased line located in the State of Vermont.

3. Paragraph 3.4 is added to read:

3.4 The provisions of Article III, above, with respect to a sixth renewal term (January 6, 2044 - January 5, 2054) shall not apply to the portion of the demised premises located in the State of New York.

4. Paragraph 5.1 is redesignated as Paragraph 5.1-0 and amended to read:

5.1-0. RAILWAY covenants and agrees that, except as limited herein, it will maintain and operate said line or lines of railroad in compliance with Federal, State and Local laws and administrative regulations relating to the operation and maintenance thereof. Without limitation of the generality of the foregoing, RAILWAY agrees to maintain and operate the leased line in good operating condition and in no event under the minimum standards set by the Federal Railroad Administration for Class I (~~White Creek~~ Hoosick Junction - Rutland) and Class II (Rutland - Burlington) freight railroads. RAILWAY will perform all obligations to be performed by the owner of a railroad, as set forth in Section 213.5 of the Federal Railroad Administration Track Safety Standards (49 CFR). RAILWAY covenants to contribute to the maintenance of buildings occupied by it in proportion to its occupancy.

5. Paragraph 5.1-1 is added to read:

5.1-1 It is agreed and understood by VERMONT and RAILWAY that the line between Hoosick Junction and White Creek presently is in deteriorated condition, below the minimum standards for FRA Class I track. Accordingly, VERMONT and RAILWAY agree that they will cooperate to identify funding sources for a project to rehabilitate the Hoosick Junction - White Creek segment to FRA Class I or better conditions. Notwithstanding paragraph 5.1-0 of this article, RAILWAY shall not be obligated to maintain the Hoosick Junction - White Creek segment to Class I condition until completion and acceptance of such a rehabilitation project.

6. Paragraph 5.4 is amended to read:

5.4 RAILWAY covenants and agrees to maintain at least the following minimum schedules during the term of this lease:

<u>Service</u>	<u>Schedule</u>
Rutland and Burlington Yards	Daily, except Saturdays, Sundays & Holidays
Rutland - Burlington	Three trips north and three trips south each week
<u>Rutland - White Creek Hoosick Junction</u>	As needed

7. Paragraph 5.9 is added to read:

5.9-1. With respect to the portion of the demised premises located within the State of New York, RAILWAY covenants and agrees to pay or cause to be paid, before delinquency, all property taxes and similar taxes and assessments that, during the term of the lease, may be charged, assessed or imposed on the demised premises and upon any buildings, structures, betterments or other improvements upon or to be placed upon the demised premises by RAILWAY. When remitting to VERMONT each of the monthly rental payments specified in Paragraph 2.2-1, above, RAILWAY may take a provisional credit for one-twelfth the annual amount of property and similar taxes required to be paid by RAILWAY under this Paragraph. At least once a year, RAILWAY will review the provisional credits taken under this Paragraph during the preceding year and will make any necessary adjustments to reflect the actual amount of property and similar taxes paid by RAILWAY during the previous year. VERMONT reserves the right to review any credits taken by RAILWAY under this paragraph, which shall remain provisional until approved by VERMONT.

5.9-2. STATE and RAILWAY agree to share any official notices or information that they receive regarding property tax appraisals or assessments pertaining to the portion of the demised premises located within the State of New York. STATE and RAILWAY further agree to consult in a timely manner regarding the validity of such appraisals or assessments and, where reasonable grounds exist, to cooperate, as their respective interests appear, in seeking reductions or abatements.

8. Paragraph 6.1 is amended to read:

6.1 STATE shall have the right to any and all rents, license fees and permit fees arising from present and future leases of the demised premises, any renewals thereof and any new leases, including but not limited to rents, license fees and other revenues paid by utilities occupy a portion of the leased premises with poles and wires, and all revenues arising from the rights assigned to VERMONT by Rutland Railway Corporation by the deed dated January 1, 1964 hereinabove referred to and specified in Schedule B attached thereto, as well as all revenues arising from the rights assigned to VERMONT by Boston and Maine Corporation by the deed dated on or about April 10, 1996 hereinabove referred to and specified in Exhibit B attached thereto. RAILWAY shall be under no obligation to collect rentals from such properties or to maintain them.

9. Paragraph 6.5 is added to read:

6.5. Paragraph 6.4, above, shall not apply to the portion of the demised premises located in the State of New York.

10. Paragraph 7.2-3 is added to read:

7.2-3. In addition to the schedule of structures listed on "Exhibit A," VERMONT, in accordance with Paragraph 7.2-2, above, will be responsible for the non-track elements of the following structures located between Hoosick Junction and White Creek:

<u>B&M</u> <u>Bridge #</u>	<u>B&M</u> <u>Milepost</u>	<u>Length</u>	<u>Feature Crossed</u>
<u>165-98</u>	<u>1.03</u>	<u>290.0'</u>	<u>Walloomsac River</u>
<u>168-56</u>	<u>3.60</u>	<u>117.5'</u>	<u>Walloomsac River</u>
<u>169-50</u>	<u>4.53</u>	<u>481.5'</u>	<u>Walloomsac River;</u> <u>N.Y. Route 67</u>

11. Paragraph 7.4 is added to read:

7.4 Notwithstanding this Article, RAILWAY will be responsible for any required installation, repair or maintenance of highway grade crossings located in the State of New York, as necessary to preserve such crossings in their present state of utility. (However, RAILWAY shall obtain the prior written approval of VERMONT before upgrading any such crossing.) Expenses incurred by RAILWAY under this paragraph which are not reimbursed by third parties shall be submitted to VERMONT and, upon approval by VERMONT as to amount (which shall not be unreasonably withheld), shall be deducted from the rentals specified in Article II to be paid by RAILWAY to VERMONT.

12. Paragraph 10.5 is added to read:

10.5. This Article shall not apply to the portion of the demised premises located within the State of New York.

IN WITNESS WHEREOF, the State of Vermont has caused its name to be subscribed, this 12th day of April, 1996, by the hand of Glenn Gershaneck, its Secretary of Transportation and duly authorized agent.

IN PRESENCE OF:

STATE OF VERMONT
AGENCY OF TRANSPORTATION
("Vermont" or "State")

Beth McLean

By:

Glenn Gershaneck
Glenn Gershaneck
Secretary of Transportation
and Duly Authorized Agent

STATE OF VERMONT
COUNTY OF WASHINGTON, ss.

At Montpelier, this 12th day of April, 1996, personally appeared Glenn Gershaneck and acknowledged the foregoing instrument by him, as Secretary of Transportation and duly authorized agent of the State of Vermont, subscribed to be his free act and deed, and the free act and deed of the State of Vermont.

Before me,

[Signature]
Notary Public

(My commission expires
February 10, 1999)

APPROVED AS TO FORM:

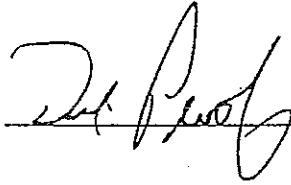
DATED: 04-12-96


[Signature]
ASSISTANT ATTORNEY GENERAL
STATE OF VERMONT

IN WITNESS WHEREOF, Vermont Railway, Inc. has caused its name to be subscribed, this 15th day of April, 1996, by the hand of John R. Pennington, its President and duly authorized agent.

IN PRESENCE OF:

VERMONT RAILWAY, INC.
("Railway")




By: 

John R. Pennington
President and Duly
Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, ss.

At Burlington, this 15th day of April, 1996, personally appeared John R. Pennington and acknowledged the foregoing instrument by him, as President and duly authorized agent of Vermont Railway, Inc., subscribed to be his free act and deed, and the free act and deed of Vermont Railway, Inc.

Before me,



Notary Public

(My commission expires
February 10, 1999)

G:\WPTEXT\VTR-BENN.JKD

EXHIBIT B

**Allocation of Responsibility
for Railroad Bridges
Between State of Vermont, Lessor
and
Vermont Railway, Inc. (VTR), Lessee**

VERMONT RAILWAY, INC.
ALLOCATION OF RESPONSIBILITY FOR RAILROAD BRIDGES (49 C.F.R. PART 237)

Hoosick Branch (Former Boston & Maine Railroad Bennington Branch) (V41/1-V41/5)

R.R. Mile-post	Inspection File Bridge No.	Lease Bridge No.	Town	Feature Crossed	State	R.R.	Note
1.03	600	165-98	Hoosick, NY	Walloomsac River	x		
1.08	601		Hoosick, NY	NY 22		x	R.R. over highway
3.60	602	168-56	Hoosick, NY	Walloomsac River	x		
3.64	603		Hoosick, NY	Cottrell Road		x	R.R. over highway
4.53	605	169.50	Hoosick, NY	Walloomsac River and NY 22	x		

Bennington Branch (Part of Former Rutland Railroad Chatham Subdivision) (V7/7-V7/11)

R.R. Mile-post	Inspection File Bridge No.	Lease Bridge No.	Town	Feature Crossed	State	R.R.	Note
58.14	55	55	Bennington	Walloomsac River	x		
58.91	56	56	Bennington	Furnace Brook	x		
59.08	56.5		Bennington	VT 7A		x	R.R. over highway
61.53	57	57	Bennington	Paran Creek	x		

Southern Subdivision (Part of Former Rutland Railroad Main Line Subdivision) (V2/1-V2/52)

R.R. Mile-post	Inspection File Bridge No.	Lease Bridge No.	Town	Feature Crossed	State	R.R.	Note
0.80	57.5	57A	Shaftsbury	Cold Spring Brook		x	Span < 10 ft
3.16	58		Shaftsbury	Paran Creek	x		
3.45	58.5		Shaftsbury	Paran Creek	x		
5.34	59	59	Shaftsbury	Brook	x		
11.44	59.5		Shaftsbury	Private Road		x	R.R. over farm road
12.44	61		Arlington	VT 313		x	R.R. over highway
14.72	62	62	Arlington	Roaring Branch Brook	x		
17.93	63	63	Sunderland	Mill Brook	x		
18.13	64	64	Sunderland	Battenkill River	x		
18.99	65	65	Manchester	Battenkill River	x		
20.96	67	67	Manchester	Lye Brook	x		
22.62	69	69	Manchester	Bourne Brook	x		
23.04	70	70	Manchester	Battenkill River	x		
23.57	71	71	Manchester	Battenkill River	x		
24.18	72	72	Manchester	Battenkill River	x		
24.38	72.5		Manchester	Farm Road		x	R.R. over farm road
25.71	73	73	Manchester	Battenkill River	x		
26.20	74	74	Manchester	Battenkill River	x		
26.73	75		Manchester	Swamp	x		Swamp
27.19	76	76	Dorset	Battenkill River	x		
27.67	77	77	Dorset	Battenkill River	x		
28.17	79	79	Dorset	Brook	x		
30.67	79.5	79C	Dorset	Brook	x		
31.78	80	80	Dorset	Otter Creek	x		

R.R. Mile-post	Inspection File Bridge No.	Lease Bridge No.	Town	Feature Crossed	State	R.R.	Note
36.34	83	83	Mount Tabor	Mill Brook	x		
37.70	85	85	Danby	Otter Creek	x		
37.73	86	86	Danby	Overflow	x		
40.57	87	87	Wallingford	Homer Stone Brook	x		
41.36	88	88	Wallingford	Otter Creek	x		
42.68	89	89	Wallingford	Otter Creek	x		
45.04	91	91	Wallingford	Roaring Brook	x		
46.31	92	92	Wallingford	Brook		x	Span < 10 ft
47.92	93	93	Clarendon	Mill River	x		
48.04	94	94	Clarendon	Mill River	x		
48.11	95		Clarendon	Farm Road		x	R.R. over farm road
50.49	96	96	Clarendon	Brook and Farm Road	x		
51.27	98	98	Clarendon	Cold River	x		
51.65	98.5	98A	Clarendon	Overflow and Cattle Pass	x		
51.85	99	99	Clarendon	Cold River	x		
51.83	99.5		Rutland City	Moon Brook		x	Span < 10 ft

Northern Subdivision (Part of Former Rutland Railroad Main Line Subdivision) (V2/55-V2/122)

R.R. Mile-post	Inspection File Bridge No.	Lease Bridge No.	Town	Feature Crossed	State	R.R.	Note
54.65	201		Rutland City	Pine Street (TH 13)		x	R.R. over highway
54.94	202	202	Rutland City	East Creek	x		
56.15	203		Rutland Town	VT 4A		x	R.R. over highway
58.98	204	204	Proctor	Overflow	x		
59.12	205	205	Proctor	Otter Creek	x		
59.35	206	206	Proctor	Overflow	x		
59.42	207	207	Proctor	Overflow	x		
61.22	212		Proctor	Pleasant Street (TH 15)		x	R.R. over highway
63.28	214	214	Pittsford	Otter Creek	x		
63.47	215	215	Pittsford	Otter Creek	x		
63.98	217	217	Pittsford	Overflow	x		
64.86	219	219	Pittsford	Otter Creek	x		
67.25	220	220	Pittsford	Otter Creek	x		
70.85	222	222	Brandon	Neshobe River	x		
75.72	227	227	Leicester	Overflow	x		
76.22	228	228	Leicester	Overflow	x		
77.34	229	229	Leicester	Otter Creek	x		
77.47	230	230	Leicester	Overflow	x		
82.81	232	232	Salisbury	Overflow	x		
83.33	233	233	Middlebury	Otter Creek	x		
83.80	234	234	Middlebury	Overflow	x		
83.88	235	235	Middlebury	Cattle Pass		x	
84.10	236	236	Middlebury	Overflow	x		
87.10	239	239	Middlebury	Otter Creek	x		
87.73	241.5		Middlebury	Elm/Seymour Street (TH 5)		x	R.R. over highway
90.22	242		New Haven	Belden Road (TH 32)		x	R.R. over highway
90.78	243	243	New Haven	New Haven River and Private Road	x		
100.64	248		Ferrisburgh	VT 22A		x	R.R. over highway
102.42	249	249	Ferrisburgh	Little Otter Creek	x		
105.20	252	252	Ferrisburgh	Lewis Creek	x		
107.14	252.7	252A	Charlotte	Thorp Brook	x		

R.R. Mile-post	Inspection File Bridge No.	Lease Bridge No.	Town	Feature Crossed	State	R.R.	Note
111.20	258		Charlotte	North Greenbush Road (TH 4)		x	R.R. over highway
112.32	259		Shelburne	Farm Road		x	R.R. over farm road
112.92	260		Shelburne	Cattle Pass		x	R.R. over farm road
114.19	260.5		Shelburne	Overflow	x		
115.54	261	261	Shelburne	LaPlatte River	x		
116.50	261.3		Shelburne	Bay Road (TH 1)		x	R.R. over highway
116.99	261.7		Shelburne	Monroe Brook		x	
119.60	262	262A	South Burlington	Potash Brook	x		
120.80	264		Burlington	Lakeside Avenue		x	R.R. over highway
121.33	265	265	Burlington	Barge Canal	x		
121.50			Burlington	Turntable		x	Not over water

Notes:

1. Railroad is responsible for small structures not listed.
2. Third parties may be responsible to reimburse State and/or railroad for certain costs related to grade-separation structures.

g:\wptext\JOHND\FRA - VTR Bridge Allocation.docx 08 09 2012



VERMONT

State of Vermont
PPID - Rail Section
One National Life Drive
Montpelier, VT, 05633-5001
www.aot.state.vt.us

[phone] 802-828-1313
[fax] 802-828-2829
[ttd] 800-253-0191

Agency of Transportation

August 9, 2012

Region I Headquarters
Federal Railroad Administration
55 Broadway – Room 1077
Cambridge, MA 02142

Re: Washington County Railroad Company (Connecticut River Line) –
Notification of Assignment of Responsibility for Compliance with 49 C.F.R.
Part 237 (Bridge Safety Standards)

Ladies and Gentlemen:

In checking our files, we have been unable to locate documentation that the Vermont Agency of Transportation (VTrans) ever formally notified the Federal Railroad Administration (FRA) that the State of Vermont, as owner, has assigned partial responsibility for compliance with 49 C.F.R. Part 237 (Bridge Safety Standards) to Washington County Railroad Company (WACR).

Accordingly, in compliance with 49 C.F.R. § 237.3 (Responsibility for Compliance) we are providing notification to FRA as follows:

(1) The name and address of the track owner;

State of Vermont, Agency of Transportation
National Life Building
1 National Life Drive
Montpelier, VT 05633-5001

(2) The name and address of the person to whom responsibility is assigned (assignee);



Washington County Railroad Company
One Railway Lane
Burlington, VT 05402-5290

(3) A statement of the exact relationship between the track owner and the assignee;

Owner/designated operator

(4) A precise identification of the track and the individual bridges in the assignment;

- a. Former Connecticut & Passumpsic Rivers Railroad main line, from valuation station 0+00 in Hartford (White River Junction), VT to valuation station 5395+63.2 in Newport, VT.
- b. Former Boston & Maine Railroad "White River Yard," located in Hartford (White River Junction), VT.
- c. Former Northern Railroad "wye tracks," located in Hartford (White River Junction), VT (but excluding Bridge No. 142.74 over the Connecticut River, which is owned by the State of New Hampshire).
- d. Former Connecticut & Passumpsic Rivers Railroad "wye tracks" located in Newbury (Wells River), VT (but excluding Bridge No. 93.74 over the Connecticut River, which is owned by the State of New Hampshire).

A list of bridges for which the State of Vermont has retained responsibility is attached hereto as "Exhibit B" and incorporated herein by reference. Responsibility for all bridges not listed on Exhibit B is assigned to WACR.

(5) A statement as to the competence and ability of the assignee to carry out the duties of the track owner under this part;

WACR is an affiliate of Vermont Railway, Inc., an experienced short-line railroad operator, having been in business more than 48 years.

(6) A statement signed by the assignee acknowledging the assignment to him of responsibility for purposes of compliance with this part.

A copy of the June 4, 2003 Operating Agreement Between the State of Vermont and WACR is attached hereto as "Exhibit A" and

Federal Railroad Administration, Region I
August 9, 2012
Page 3 of 3

incorporated herein by reference. Responsibility for bridges is addressed in Article IX (Bridges and Highway Crossings).

Please feel free to contact me if you have any questions.

Sincerely,



Mladen Gagulic
Rail Engineering & Asset
Management

Enclosure

cc: David W. Wulfson, President, Washington County Railroad Company

EXHIBIT A

**June 4, 2003
Operating Agreement Between
State of Vermont
and
Washington County Railroad Company
(Connecticut River Line)**

**OPERATING AGREEMENT
BETWEEN
STATE OF VERMONT, AGENCY OF TRANSPORTATION
AND
WASHINGTON COUNTY RAILROAD COMPANY**

THIS AGREEMENT, entered into as of this 4th day of June, 2003, by and between the STATE OF VERMONT, a sovereign state, acting by and through its Agency of Transportation, with its principal office at National Life Building, Drawer 33, Montpelier, Vermont 05633-5001 (“STATE”) and the WASHINGTON COUNTY RAILROAD COMPANY, a Vermont corporation with its principal office at One Railway Lane, Burlington, Vermont 05401-5290 (“RAILROAD”).

WITNESSETH:

WHEREAS, on or about December 8, 1999, the Boston and Maine Corporation (“B&M”) and the STATE entered into a Purchase and Sale Agreement (“the 1999 Purchase Agreement”) pursuant to which B&M conveyed to the STATE its ownership interest in the line of railroad formerly known as the Berlin Branch between Hartford (White River Junction), Vermont and Newbury (Wells River), Vermont (“Berlin Branch”), as more particularly described in the 1999 Purchase Agreement; and

WHEREAS, pursuant to the terms of the Purchase Agreement and Exhibit H thereto, B&M excluded a freight railroad operating easement (the “1999 Freight Easement”) from its conveyance to the STATE and instead conveyed the 1999 Freight Easement to Green Mountain Railroad Corporation (“GMRC”); and

WHEREAS, on or about January 24, 2001 (retroactive to October 29, 2000), GMRC assigned the 1999 Freight Easement to Canadian American Railroad Company (“CDAC”); and

WHEREAS, on or about December 18, 2002 James E. Howard, as Chapter 11 Trustee of the Newport & Richford Railroad Company (“N&R”), CDAC, the Northern Vermont Railroad Company, Inc. (“NVR”), and various affiliated companies, entered into a Purchase and Sale Agreement (“the 2002 Purchase Agreement”) with the STATE pursuant to which N&R and its affiliates conveyed to the STATE (effective January 9, 2003) ownership of a line of railroad formerly known as the Lyndonville Subdivision between MP 63.58 (valuation station 2144+27) in Newbury (Wells River), Vermont and MP 2.0 (valuation station 5395+63.2) in Newport, Vermont (“Lyndonville Subdivision”); and

WHEREAS, pursuant to the terms of the 2002 Purchase Agreement, N&R and its affiliates excluded a freight railroad operating easement (the “2002 Freight Easement”) from

their conveyance to the STATE and instead conveyed the 2002 Freight Easement to RAILROAD; and

WHEREAS, pursuant to the terms of the 2002 Purchase Agreement, CDAC, effective January 9, 2003, also assigned the 1999 Freight Easement to RAILROAD; and

WHEREAS, the parties hereto desire to enter into a long-term Operating Agreement to govern the RAILROAD's usage of the combined White River Junction-Newport line ("the Line") for rail freight transportation service;

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

ARTICLE I DEFINITIONS

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:

"Affiliate" shall mean any corporation, partnership, or other entity controlled directly or indirectly by the same individuals who control RAILROAD, including but not limited to Vermont Railway, Inc., Clarendon & Pittsford Railroad Company, and Green Mountain Railroad Corporation.

"Agreement" shall mean this Operating Agreement.

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

"Freight Easements" shall mean (a) the freight railroad operating easement originally conveyed by B&M to GMRC, as more particularly described in Exhibit H to the 1999 Purchase Agreement, and (b) the freight railroad operating easement conveyed by N&R and its affiliates to RAILROAD pursuant to the 2002 Purchase Agreement;

"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.

"1999 Purchase Agreement" shall mean the Purchase and Sale Agreement dated December 8, 1999 pursuant to which B&M conveyed a freight railroad operating easement over the Berlin Branch to GMRC and the rest of its ownership interest in the Berlin Branch to the STATE.

“Line” means the line of railroad between White River Junction and Newport, Vermont, as more particularly described in the 1999 and 2002 Purchase Agreements.

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

“2002 Purchase Agreement” shall mean the Purchase and Sale Agreement dated December 18, 2002 pursuant to which N&R and its affiliates, effective January 9, 2003, conveyed a freight railroad operating easement over the Lyndonville Subdivision to RAILROAD and the rest of their ownership interest in the former Lyndonville Subdivision to the STATE.

ARTICLE II

PERMITTED USE OF THE LINE

2.1. Freight Operations; Exclusive Operating Rights. Subject to the terms and conditions of this Agreement, RAILROAD shall have the exclusive right to operate its trains, locomotives, cars and equipment with its own crews over the Line for the purpose of conducting freight railroad operations on the Line for the entire term of this Agreement.

2.2. Freight Operations; Exclusive Control and Management. RAILROAD shall have exclusive control and management of its freight railroad operations on the Line.

2.3. Freight Service; Entitlement to Revenues. Subject to the provisions of this Agreement regarding payment of rent, RAILROAD shall be entitled to all revenues derived from its provision of freight railroad service on the Line.

2.4. Non-Revenue Passenger Trains for Business Purposes. Subject to the terms and conditions of this Agreement, RAILROAD shall have the right to operate an occasional non-revenue passenger trains for the purposes of customer entertainment or internal business meetings.

2.5. Revenue Passenger Trains; Non-exclusive Operating rights. Subject to the terms of condition of this Agreement, RAILROAD shall have the non-exclusive right to operate scenic, dinner or other excursion passenger trains (including but not limited to foliage viewing trains). Except when acting as a contract operator for STATE, no other person or entity may operate passenger trains on the Line for any purpose.

2.6. Railroad Customer Sub-Leases. RAILROAD shall have the right to enter into sub-leases of property constituting a portion of the Line and retain all rental income therefrom, provided that (i) any such sub-lease is of a shorter term or coterminous with this Agreement, (ii) any such sub-lease requires reasonable minimum levels of railroad use by the sub-tenant, (iii) RAILROAD hereby (A) agrees to be solely responsible for any loss and/or liability for loss of,

damage to, or destruction of any property (including environmental or ecological damage of any kind) and any liability for injury to or death of any person whomsoever (including trespassers), in each case relating to, resulting from or arising out of any sub-tenant's use of or operations on the Line and (B) releases STATE, its officials, agents, and employees from, and agrees forever to protect, indemnify, defend, and hold harmless STATE, its officers, directors, agents, and employees from and against any and all claims, actions, costs, damages, losses, and expenses in any manner caused by, arising out of, or connected with such sub-leases. RAILROAD shall submit any sub-lease to STATE in advance for review and approval under the foregoing requirements.

2.7. Right of First Refusal. Should the STATE propose to convey to a third party the Line or any property adjacent or ancillary to the Line that was historically part of the railroad, RAILROAD shall have a right of first refusal to purchase the Line or the property. Such right must be exercised within sixty (60) days of the date on which the STATE notifies the RAILROAD of the terms and conditions of the proposed conveyance.

ARTICLE III

RESTRICTIONS ON USE OF THE LINE

3.1. Restrictions on RAILROAD's Use of the Line. RAILROAD shall not, without prior written consent of STATE, which consent shall not be unreasonably withheld:

- (a) Conduct intercity, commuter or transit passenger operations of any kind on the Line, it being understood that the passenger train operations identified in Sections 2.4 and 2.5 above do not constitute intercity, commuter or transit passenger operations;
- (b) Permit any person, entity or non-Affiliate railroad, other than STATE, its designee or a third party admitted by STATE, to conduct any freight or passenger operations on the Line;
- (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.

3.2. Detour Agreements. Notwithstanding Section 3.1(b) above, RAILROAD may authorize detour trains pursuant to the standard terms of the Association of American Railroads' General Managers' Agreement.

ARTICLE IV
OPERATING SUBSIDY; RENT

4.1. Revenues; Operating Subsidy. RAILROAD will be responsible for collecting from shippers, passengers or connecting carriers, as the case may be, all revenues attributable to the movement of freight or passengers over the Line. The STATE and RAILROAD agree that the anticipated operating revenues are likely to be insufficient to support the duties and obligations of RAILROAD under this Agreement during the first three years of the initial term. To make it possible for RAILROAD fully to perform all its obligations under this Agreement, the STATE agrees to pay RAILROAD a subsidy equivalent to \$25,000 per month, through June 30, 2006. The operating subsidy will be paid by the STATE in quarterly installments of \$75,000 upon receipt of an invoice from RAILROAD.

4.2. Rent. The STATE reserves as rent and RAILROAD covenants to pay or cause to be paid to the STATE as and for the monthly rental of the premises, the following percentages of gross revenues:

On the Amounts of Gross Revenues	Percentage	Total Maximum Rental
Less than \$1,000,000	0%	N/A
\$1,000,000 or more	3%	Not limited

4.3. Payment of Rent. During each year of this Agreement in which gross revenues exceed \$1,000,000, RAILROAD, on or before the 15th of each month, shall pay rent in monthly installments of three percent of gross revenues received during the third preceding month. Unless otherwise directed by the STATE, all payments shall be made to the offices of the Vermont Agency of Transportation, National Life Building, Drawer 33, Montpelier, Vermont 05633-5001. Any late rent payments will accrue interest at the prevailing prime rate (as published in the *Wall Street Journal*).

4.4. Inflation Adjustment. At the end of the first term of this Agreement and any subsequent renewal term, the monetary amounts specified in this and other articles in this Agreement will be adjusted to reflect any changes in the Consumer Price Index for All Urban Consumers (CPI-U) over the length of the term just concluded. Such adjusted amounts shall then be used each year for the next 10-year period. For the purpose of this Agreement, the CPI-U is 183.1 (based on the United States Department of Labor, Bureau of Labor Statistics for February, 2003).

4.5. Appropriations. If appropriations are insufficient to support payment of the subsidy specified in Section 4.1 above, the STATE will notify RAILROAD, in which event RAILROAD may elect to terminate this Agreement.

ARTICLE V

ASSIGNMENT OF CONTRACTS

5.1. Third-Party Agreements; Assignment by STATE to RAILROAD. STATE shall assign to RAILROAD 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 RAILROAD to conduct authorized railroad operations on the Line. A schedule of Assigned Contracts is attached hereto as Exhibit A. RAILROAD shall be responsible for any and all liabilities under the Assigned Contracts and shall be entitled to any and all benefits under the Assigned Contracts, to the extent such liabilities and benefits are applicable to its authorized railroad operations on the Line.

5.2. Third-Party Agreements; Assignment by RAILROAD to Subsequent Operator. Upon expiration or termination of this Agreement, RAILROAD shall immediately transfer, assign and/or convey to the subsequent operator its 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 July 1, 2003, unless Surface Transportation Board approval is necessary, in which event this Agreement shall become effective on the latter of July 1, 2003 or ten (10) days after the Surface Transportation Board's exemption or approval becomes effective (the "Effective Date").

6.2. Initial Term. This Agreement shall continue in full force and effect for a period of ten (10) years from July 1, 2003 (the "Initial Term") unless sooner terminated for cause before the expiration of the ten-year period by STATE or for any reason by mutual agreement of the parties.

6.3. RAILROAD's Renewal Option. If RAILROAD 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, 2013) to renew this Agreement for two (2) additional terms of ten (10) years each:

Description	Beginning Date	Ending Date
Initial term	July 1, 2003	June 30, 2013
First renewal term	July 1, 2013	June 30, 2023
Second renewal term	July 1, 2023	June 30, 2033

During each such renewal term the rent shall be that set forth in Article IV of this Agreement. The renewal term shall be exercised by the RAILROAD's giving the STATE written notice not more than six (6) months before the expiration of each existing term.

6.4. STATE's Extension Option. The term of the Agreement may be extended beyond the Initial or any Renewal Term by the STATE in its sole discretion; provided, however, that RAILROAD's consent is required to extend the Initial or Renewal Term more than six (6) months beyond the expiration date.

6.5. Approval by General Assembly. Pursuant to 5 V.S.A. § 3405, this Agreement is subject to approval by the Joint Fiscal Committee or the General Assembly. If such approval is not received by December 31, 2003, then, notwithstanding any other part of this Agreement, the term of this Agreement shall terminate at 11:59 p.m. on December 31, 2003.

6.6. Common Carrier Freight Railroad Obligations; Performance by RAILROAD. RAILROAD covenants and agrees to perform its common carrier freight railroad obligations over the Line for the entire term of this Agreement, including any extensions or renewals in accordance with sections 6.3 or 6.4 above.

6.7. Freight Easement; Transfer by RAILROAD to Subsequent Operator. Upon the expiration or termination of the Agreement, RAILROAD covenants and agrees to transfer and convey the Freight Easement to the Subsequent Operator. RAILROAD also covenants and agrees to cooperate in any regulatory filings that may be necessary to effectuate the transfer and conveyance of the Freight Easement to the Subsequent Operator. RAILROAD also covenants and agrees that, upon (i) expiration or termination of this Agreement and (ii) the Subsequent Operator's acquisition of the Freight Easement, RAILROAD shall immediately cease its freight and other previously authorized railroad operations on the Line, vacate its occupancy of any portion of the Line and remove any of its property from the Line.

6.8. Liquidated Damages. The parties acknowledge that it would be difficult or inconvenient to quantify the damages suffered by STATE if RAILROAD were to violate the requirements of this Article VI or section 5.2 above. Accordingly, the parties have agreed that in the event of RAILROAD's violation of Article VI or Section 5.2 above liquidated damages shall be: (i) \$1,000 per day; (ii) all of RAILROAD's Railway Operating Revenues included in Account 501 during the third preceding month (or an equivalent amount under an alternative standard agreed-to in advance by the parties) for the entire period of non-compliance; and (iii) all reasonable fees and expenses (including attorney's fees and expenses) incurred by STATE in effecting transfer and conveyance of the Freight Easement to the Subsequent Operator, securing cessation of RAILROAD's operations on, and occupancy of, the Line and removal of RAILROAD's property from the Line. The parties agree that these liquidated damages are reasonable considering all of the circumstances, and that they fairly represent the range of damage STATE reasonably could be anticipated to incur in the event of a violation of Article VI or section 5.2 above.

The provisions of this section regarding liquidated damages shall not apply during any period of time that RAILROAD is required to continue operating on the Line because of delay not attributable to RAILROAD in obtaining necessary regulatory approval for discontinuance of service on the Line or assignment of RAILROAD's operating rights to a successor operator designated by STATE.

6.9. 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.

ARTICLE VII

CAPITAL IMPROVEMENTS

7.1. Rail-Highway Crossing Projects. The STATE and RAILROAD agree that they will cooperate to identify, program and construct rail-highway crossing projects in accordance with laws, regulations and standards governing federal-aid highway projects.

7.2. Cooperation with STATE's Contractors. Notwithstanding that the STATE may have no obligation under this Agreement to do so, RAILROAD acknowledges that the STATE, as part of its general interest in improving Vermont's transportation infrastructure, may from time to time desire to make improvements to the Line, including but not limited to rehabilitation and upgrading of tracks, bridges and crossings. Should the STATE undertake such improvements, RAILROAD agrees that it will cooperate fully with 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 any such STATE-authorized contractor, providing transportation, 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 it will require the following of any such STATE-authorized contractor:

- (a) When the contract involves work on, over or under the railroad right-of-way, the contractor shall carry, with respect to operations performed by the contractor and by the contractor's subcontractors, railroad protective liability insurance in form and amount as reasonably required by the RAILROAD and as specified in the special provisions and supplemental specifications for the project. If not available from insurance companies registered and licensed to do business in the State of Vermont, this insurance may be procured from eligible surplus lines companies approved by the Vermont Department of Banking, Insurance, Securities & Health Care Administration ("BISHCA").
- (b) The contractor shall file the original railroad protective policy and one duplicate policy with the STATE. The STATE will transmit the original railroad protective policy to the RAILROAD's chief engineer.

- (c) The railroad protective policy shall remain in force until all work required to be performed within the railroad right-of-way is completed to the satisfaction of the chief engineer of the RAILROAD and the STATE's Director of Program Development (or other designee).
- (d) The contractor shall cooperate with and allow the RAILROAD or its agents free and full access to the project during construction with all materials and equipment necessary for the RAILROAD's duly authorized employees and agents to undertake all construction, inspection, flagging and watching deemed necessary by the RAILROAD.
- (e) The contractor shall defend, indemnify and save harmless the RAILROAD and its officer, 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 railroad right-of-way.
- (f) All work to be performed with the railroad right-of-way by the contractor shall be done in a manner satisfactory to the RAILROAD's chief engineer and shall be performed at such times and in such manner as not to unnecessarily interfere with the movement of trains or traffic upon the RAILROAD's tracks. The contractor shall use all care and precaution to avoid accidents, damage or unnecessary delay or interference with the RAILROAD's trains or other property.
- (g) Unless otherwise agreed between STATE and RAILROAD, 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.

ARTICLE VIII

OPERATIONS AND MAINTENANCE

8.1. FRA Track Safety Standards; RAILROAD's Acceptance of Responsibility for Compliance. At least five (5) days prior to the Effective Date, RAILROAD will notify the Federal Railroad Administration (FRA) that it will be assigned responsibility for maintenance of the Line, in accordance with 49 C.F.R. § 213.5(c). RAILROAD will furnish STATE with a copy of the notification.

8.2. Compliance with Laws and Regulations; Indemnification by RAILROAD. Except for STATE-assumed obligations set forth in Article IX below, RAILROAD 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, including but not limited to the

track safety standards set forth at 49 C.F.R. Part 213, as amended from time to time. RAILROAD shall indemnify, protect, defend, and save harmless STATE and its officials, agents and employees from and against any and all fines, penalties and liabilities imposed upon RAILROAD or its parent corporation, 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 RAILROAD to comply with its obligations in this regard.

8.3. Maintenance Standards. Without limiting the generality of the foregoing, RAILROAD shall maintain the Line, at its sole cost and expense, in good operating condition and up to standards necessary for the use contemplated herein; provided, however, that after July 1, 2006, RAILROAD shall maintain the entire Line to FRA Class 1 track condition (maximum allowable operating speed: 10 m.p.h. freight/15 m.p.h. passenger) or better. However, it is the parties' intention that, unless otherwise agreed by the parties, enough of the Line should be maintained to FRA Class 2 track condition (maximum operating speed: 25 m.p.h. freight/30 m.p.h. passenger) or greater to permit efficient operation of the Line for authorized railroad purposes.

8.4. Additions or Alterations; Responsibilities of RAILROAD. 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, RAILROAD 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 RAILROAD from seeking loans, grants, or other financial assistance for such costs from the State of Vermont, the United States of America, or any other governmental body or agency.

8.5. Extent of RAILROAD's Maintenance Obligation; Title to New and Removed Property; Disposal of Removed Property. The RAILROAD's obligation to maintain shall include the obligation to repair or replace such rail, ties and other items of track or signal equipment as may be necessary to keep railroad in the condition required by this Agreement. In the event of such replacement by RAILROAD, the new property shall become the property of STATE and the removed property shall become the property of RAILROAD regardless of whether the removed property is sold or retained by RAILROAD as materials and supplies. The RAILROAD shall promptly remove from the Line and dispose of in a lawful manner any removed property (including but not limited to salvaged crossties) that constitute hazardous materials under any federal or state laws. If RAILROAD determines that any track, 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 track, buildings or other facilities should be dismantled or removed, RAILROAD shall pay to STATE the net salvage value thereof, as it reasonably may be determined by STATE. Where the costs of dismantling or removing exceed the market value of the materials, the amount

of such excess shall be credited against RAILROAD's rental payments, as agreed to by the parties in advance of the dismantling or removal.

8.6. Rolling Stock; Responsibility for Compliance with Safety Laws and Regulations. RAILROAD shall comply with the provisions of the Federal Locomotive Inspection Act and the Federal Safety Appliance Act, as amended, and any other federal and state and local laws, regulations and rules respecting the operation, condition, inspection and safety of its trains, locomotives, cars and equipment while such trains, locomotives, cars, and equipment are being operated over the Line (including but not limited to any width, height, weight or other restrictions or capacities of the Line as published in Railway Line Clearances). RAILROAD shall indemnify, protect, defend, and save harmless STATE and its officials, agents and employees from and against any and all fines, penalties and liabilities imposed upon RAILROAD or its parent corporation, 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 RAILROAD to comply with its obligations in this regard.

8.7. Freight Service; Minimum Service Schedules. During the term of this Agreement, RAILROAD shall provide freight railroad service on the Line in accordance with the following minimum service schedule:

Service	Schedule
White River Junction Yard -- Newport	Three round trips per week, unless service is not required by customers

RAILROAD shall have the right to reduce this minimum service schedule with the approval of STATE if traffic conditions warrant such modification.

8.8. Freight Service; Cooperation with Connecting Carriers. RAILROAD shall cooperate in good faith with connecting railroads (including but not limited to the New England Central Railroad, the Montreal, Maine & Atlantic Railway, and the Springfield Terminal Railway Company) to promote the development of overhead traffic on the Line. RAILROAD shall enter into interchange agreements with all connecting railroads, including terms and conditions typically found in a standard interchange agreement. RAILROAD shall have the right to secure reasonable fees and expenses for use of the Line for purposes other than direct interchange by any other railroad and shall have the right to refuse such other uses by any railroad absent agreement to pay such reasonable fees and expenses.

8.9. White River Junction; Access to Connecting Carriers. Without limiting the generality of Section 8.8 above, RAILROAD acknowledges the rights of the State of New Hampshire's designated operator with respect to access to the Line at White River Junction, as provided in Paragraph 34 of the July 30, 1999 Purchase and Sale Agreement between the Boston and Maine Corporation, Seller, and the State of New Hampshire – Department of Transportation Buyer

8.10. White River Junction; Use of Facilities by the Springfield Terminal Railway (ST). Without limiting the generality of Section 8.8 above, RAILROAD acknowledges that the ST (and its successors-in-interest to trackage rights over the New England Central Railroad between East Northfield, Massachusetts and White River Junction, Vermont) shall have access to the Line as necessary to interchange with the New England Central Railroad at White River Junction. RAILROAD shall not unreasonably interfere with ST's use of the Line for such interchange purposes and RAILROAD's interchange agreement with ST shall not require the payment of any fees or charges for use of the Line to effect interchange with any rail carrier. In addition, RAILROAD shall negotiate in good faith with ST to permit ST to switch and set out cars on a track within the White River Junction Yard, provided that RAILROAD may require ST to pay reasonable fees and expenses for use of the Line by ST for such purposes (*i.e.*, purposes other than mere interchange with another carrier).

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 highways at railroad grade crossings on the Line;
- (b) Reimburse RAILROAD for the expense of the installation but not for the inspection, maintenance or repair, of all passive warning devices required at grade crossings on the Line;
- (c) Maintain, repair, replace, and install when necessary all structures, including approaches, carrying highways over the Line;
- (d) Maintain, repair, replace and install when necessary all highways going under the Line;
- (e) Maintain, repair, replace, and install when necessary all non-track elements (*i.e.*, other than rails, cross-ties and, where applicable, ballast) of structures carrying the Line over highways, all to a level consistent with adjacent track conditions; and
- (f) On or before July 1, 2006, complete rehabilitation of existing active warning devices at rail-highway grade crossings, including installation of modern connections to commercial power sources.

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

highways within the meaning of Section 9.1(e) above is attached to this Agreement as "Exhibit D" and is incorporated by reference.

9.3. Highway Grade Crossings; Responsibility for Track Structure Elements. The STATE shall not, by reason of this Agreement, be under any obligation to maintain rails, crossties, or other subsurface materials at highway crossings. Upon completion of individual rail-highway grade crossing rehabilitation projects, RAILROAD shall maintain, replace, repair and install when necessary all railroad tracks, crossties and roadbed at project sites. Nothing herein shall affect RAILROAD's obligations in regard to farm crossings, cattle guards, fences and water courses as set forth in Subchapter 4 of 5 V.S.A. Chapter 68.

9.4. Bridges Carrying the Railroad Over Watercourses. The STATE shall maintain, replace, repair and install when necessary all non-track elements (*i.e.*, other than rails, crossties and, where applicable, ballast) of structures with a clear span of 10 feet or more that carry the Line over watercourses, all to a level consistent with adjacent track conditions. (A schedule of structures in this category is attached to this Agreement as "Exhibit E" and is incorporated by reference.) At the location of each of these structures, the STATE will be responsible for stream problems, including (but not limited to dredging), while RAILROAD will be responsible for vegetation control and removal of debris left by high water. RAILROAD will furnish the STATE (including its agents, employees and contractors) with transportation to and from structure locations not accessible from public highways.

9.5. 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, track and structures, signals or any other statutory, regulatory or contractual obligations of any municipality or other third party.

9.6. 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 RAILROAD, in which event RAILROAD's sole remedy will be to perform at its expense such installation, repair or maintenance as STATE and RAILROAD agree is necessary to permit RAILROAD to fulfill its obligations under this Agreement. Upon completion of the work, RAILROAD shall submit an accounting of its expenses to the STATE and, after approval by the STATE as to amount (which approval shall not be unreasonably withheld), RAILROAD shall be entitled to deduct the amount of its approved expenses from: (a) the rentals specified in Article IV to be paid by RAILROAD to the STATE, if any; or in the event that there are no such rentals due and owing by RAILROAD pursuant to this Agreement, then (b) the rentals, fees or any other sums that may be due and owing to the STATE from any one or combination of RAILROAD's affiliates.

ARTICLE X

TAXES AND UTILITIES

10.1. Responsibility for Property and Other Taxes. RAILROAD 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.

10.3. Responsibility for Utility Services. With the exception of costs related to rehabilitation of existing active warning devices (which are the STATE's responsibility under Section 9.1(f), above), RAILROAD 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 RAILROAD shall bear and pay all charges for those services as they become due during the term of this Agreement.

RAILROAD may in its sole discretion remove or replace any existing railroad pole line on or along the Line, or any portions of such railroad pole line, provided that such removal or replacement is coordinated with the STATE's rehabilitation work under Section 9.1(f) above.

10.4. General Responsibility. Except as otherwise expressly provided herein, RAILROAD 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 operations on the Line during the term of this Agreement.

ARTICLE XI

LIABILITY

11.1. RAILROAD's Responsibility. Except as otherwise provided in this Agreement, RAILROAD shall be solely responsible for (a) any loss and/or liability for loss of, damage to, or destruction of the property of STATE (including environmental or ecological damage of any kind), its employees, agents, contractors or invitees, (b) any loss and/or liability for loss of, damage to or destruction of the property of any other person (including environmental or ecological damage of any kind), entity, agency, firm, partnership or corporation whatsoever and (c) any liability for injury to or death of any person whomsoever (including trespassers), in each case ((a), (b) and (c)) relating to, resulting from or arising out of RAILROAD's use, control, maintenance of or operations on the Line.

11.2. Release and Indemnification by RAILROAD. RAILROAD hereby releases STATE, its officials, agents, and employees from, and agrees forever to protect, indemnify, defend, and hold harmless STATE, its officers, directors, agents, and employees from and against any and all claims, actions, costs, damages, losses, and expenses in any manner caused by, arising out of, or connected with RAILROAD's assumption of liability under Section 11.1 above.

11.3. Investigation and Defense of Claims. All claims, injuries, death, property damages and losses arising out of or connected with this Agreement shall be investigated, adjusted and defended by the party responsible for liability, cost, and expense under the provisions of this Agreement. In the event a claim or suit is asserted against one party that is the other party's duty hereunder to investigate, adjust or defend, then, unless otherwise agreed, the other party shall, upon request, take over the investigation, adjustment and defense of the claim or suit.

11.4. Minimum Requirements for Use of the Line by Any Third-Party Railroad. As a condition of the admission of any third-party railroad to the Line for interchange or any other purpose, such railroad shall agree (a) to be solely responsible for any loss and/or liability for loss of, damage to, or destruction of the property of STATE and RAILROAD (including environmental or ecological damage of any kind), their respective employees, agents, contractors or invitees, any loss and/or liability for loss of, damage to or destruction of the property of any other person (including environmental or ecological damage of any kind), entity, agency, firm, partnership or corporation whatsoever and any liability for injury to or death of any person whomsoever (including trespassers), in each case relating to, resulting from or arising out of such railroad's use of or operations on the Line, (b) to release STATE and RAILROAD, their respective officials, agents, and employees from, and agree forever to protect, indemnify, defend, and hold harmless STATE and RAILROAD, their respective officers, directors, agents, and employees from and against any and all claims, actions, costs, damages, losses, and expenses in any manner caused by, arising out of, or connected with such railroad's assumption of liability under this subsection, and (c) to investigate, adjust and defend all claims in accordance with Section 11.3 above. If this condition is not met, any such railroad shall be treated as if it were conducting operations of RAILROAD for purposes of this Article.

ARTICLE XII

INSURANCE

12.1. Minimum Insurance Requirements. During the entire term of this Agreement, RAILROAD shall, at its sole cost and expense, keep and maintain in force insurance of the following types and minimum coverages, in a form and carried by insurers acceptable to STATE:

- (a) A standard comprehensive general liability policy with a liability limit not less than \$20 million per occurrence and including the State of Vermont as an additional insured; and
- (b) A standard policy covering liability under the Federal Employer's Liability Act, which may be included in the same policy as the insurance required to be provided under Section 12.1(a) above.

12.2. Certificates of Insurance; Minimum Period for Notice of Lapse or Material Changes in Insurance. RAILROAD shall furnish STATE with appropriate certificates of insurance which shall specifically state that the insurance company shall furnish to STATE 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 for the payment of any premiums or other charges for the insurance coverage.

12.3. Indemnification; Obligation of RAILROAD 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 RAILROAD, or the inadequacy of insurance coverage obtained by the RAILROAD, shall not affect the obligation of the RAILROAD to indemnify STATE 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. Except as provided in Section 2.6 above and this Article, STATE shall have the right to any and all rents, license fees and permit fees arising from present and future easements, 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 Boston and Maine Corporation and James E. Howard, as Trustee of the Chapter 11 Estate of the Newport & Richford Railroad Company, as specified in the 1999 and 2002 Purchase Agreements. Such future easements, licenses or other agreements with third parties (including any renewals thereof) shall not unreasonably interfere with RAILROAD's operations on the Line.

13.2. Fiber-Optics Rentals. Notwithstanding any other provision of this Article, net revenues (*i.e.*, rents received from third parties or profits should RAILROAD itself or one of its affiliates act as developer) arising from installation of any fiber-optics or equivalent line along the Wells River-Newport segment of the Line will be shared equally by the STATE and the RAILROAD, after recovery by RAILROAD of any costs incurred to secure such rentals. (The parties acknowledge that the fiber-optics rights to the White River Junction-Wells River segment of the Line were reserved and excepted by B&M when it conveyed the White River Junction-Wells River segment to the STATE in December 1999.)

13.3. Pipe Lines. The parties recognize the interest of other persons in acquiring rights to build and maintain a pipe line for the transportation of natural gas or petroleum products upon the Line. They therefore agree that the STATE may subject the Line to easements and rights-of-way for a pipe line for the transportation of natural gas or petroleum products if the

Transportation Board, after hearing to be held upon thirty (30) days' notice to RAILROAD and such other notice as it deems reasonable, determines that:

- (a) The public good of the State will be promoted by the granting of such easement and rights of way, and
- (b) The operation of the pipe line, after the division of rents set forth below, shall not be inconsistent with the welfare of RAILROAD.

In determining the public good the Transportation Board shall give due weight and consideration to the effect of the proposed pipe line upon RAILROAD's existing and reasonably foreseeable revenues, earnings and financial stability. RAILROAD agrees that its rights herein shall be subject to the easement and rights-of-way of the pipe line operator if the STATE executes an easement and rights-of-way after a finding of public good, and RAILROAD further covenants to execute such documents to perfect such easement and rights of way as may be requested by the STATE.

13.4. Division of Pipe Line Rentals. The rent or fee charged the pipe line operator shall be determined by the Transportation Board on the basis of evidence presented at the hearing on public good. In the determination of reasonable rental, the Transportation Board shall give due regard to the volumes to be transported and other relevant data. In no event shall the annual rental to be charged for such pipe line easements or rights-of-way be less than the annual loss of net earnings existing or reasonably foreseeable which RAILROAD can reasonably be expected to suffer during the term of such easement or grant of right-of-way as a result of the pipe line operation.

For the purpose of this paragraph "RAILROAD'S net earnings" shall be computed as follows:

- (a) The amount of "Railway Operating Revenues" which would have accrued annually to RAILROAD from traffic existing or reasonably foreseeable, if any, actually or foreseeable diverted from RAILROAD to the pipe line shall be determined.
- (b) The amount of RAILROAD's "transportation rail line expenses" properly allocable annually to such diverted revenues shall be determined. "Transportation rail line expenses" as used herein shall include the expenses described in Accounts 2241 to 2251 inclusive of the Uniform System of Accounts of the former Interstate Commerce Commission, but shall not include taxes on or measured by income or other operating expenses as described in Accounts 2201 to 2240 or 2252 to 2266 in the Uniform System of Accounts.

- (c) "RAILROAD's net earnings" shall be "Railway Operating Revenues" as determined in paragraph (a), above, less "RAILROAD's transportation rail line expenses as determined in paragraph (b).

The rental received from the pipe line company shall be divided as follows: RAILROAD shall be entitled to reimbursement of its loss of "RAILROAD's net earnings" as computed herein and shall be entitled to at least 50% of such rentals in any event and the STATE shall be entitled to the remainder.

ARTICLE XIV

COMPATIBLE PUBLIC USES OF PROPERTY ALONG THE LINE

14.1. Identification of Areas Suitable for Compatible Public Uses. RAILROAD, at the STATE's request, shall cooperate with the STATE or its designees to identify areas along the Line that may be suitable for bicycle and pedestrian paths or for other public uses (including but not limited to areas in the St. Johnsbury yard for uses identified in the town plan), provided that such proposed uses do not interfere with the RAILROAD's safe performance of its common carrier obligations and otherwise are compatible with present and future railroad use.

ARTICLE XV

DEFAULT AND TERMINATION

15.1. Termination Upon RAILROAD's Failure to Cure Default. In the event of any substantial failure on the part of RAILROAD 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 RAILROAD's right to use the Line under this Agreement, subject to and in accordance with any applicable laws or government regulations.

15.2. Termination by RAILROAD. RAILROAD shall have a one-time right to terminate this Agreement effective June 30, 2006, without cause, provided that it gives at least six (6) months' written notice to the STATE.

ARTICLE XVI

REGULATORY APPROVAL

16.1. Surface Transportation Board (STB) Approval. The parties acknowledge that this Agreement may require Surface Transportation Board (STB) exemption or approval. If STB exemption or approval is required, the parties agree to cooperate in obtaining such exemption or approval in a timely fashion. Either party shall have the right to review and approve any of the

other party's submissions to the STB before they are made. STATE shall pay any expenses or fees in connection with securing STB exemption or approval.

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 Operations (the "Director").

17.3. Appeal to Secretary of Transportation. If the RAILROAD is aggrieved by the Director's decision, then the RAILROAD 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.

17.4. Appeal to Transportation Board. If the RAILROAD is aggrieved by the Secretary's decision, then the RAILROAD 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 superior court pursuant to Rule 74 of the Vermont Rules of Civil Procedure.

ARTICLE XVIII

SUCCESSORS AND ASSIGNS

18.1. Successors and Assigns; Transfer of Freight Easement. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided, however, that RAILROAD shall not transfer or assign this Agreement, or any of its rights, interests or obligations hereunder, or its Freight Easements or any of its rights, interests or obligations thereunder, to any person, firm, or corporation (other than its Affiliates) without obtaining the prior consent of STATE, which consent may be withheld by STATE in its sole discretion. RAILROAD covenants and agrees, however, to transfer and assign its Freight Easements and any of its rights, interests or obligations thereunder to the Subsequent Operator upon expiration or termination of this Agreement.

ARTICLE XIX

ACCOUNTS; INSPECTION

19.1. RAILROAD's Obligation to Keep and Maintain Records. RAILROAD will keep proper accounts in which full, true and correct entries will be made of all dealings or transactions that relate to this Agreement. Such accounts shall show, without limitation, the amount and disposition of any state funds or rent credits received pursuant to this agreement. All such records will be kept for a period of four (4) years, or such longer period as may be reasonably requested by STATE.

19.2. STATE's Right of Inspection; Confidentiality of Certain Records. RAILROAD will permit any authorized representative of STATE to visit and inspect any properties of RAILROAD, to examine its accounts and corroborating records, reports, and other papers and to make copies and extracts therefrom, all at such reasonable times and as often as may be reasonably requested. STATE agrees that any information provided by RAILROAD on the following subjects will be confidential:

- (a) Customer data;
- (b) Confidential shipper contracts;
- (c) Financial obligations and financial standing; and
- (d) Proprietary data known only to certain individuals within RAILROAD's organization and which give RAILROAD the opportunity to obtain business advantage over competitors who do not know such data.

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
National Life Building
Drawer 33
Montpelier, VT 05633-5001

With copy to: Assistant Attorney General
Vermont Agency of Transportation
National Life Building
Drawer 33
Montpelier, VT 05633-5001

If to RAILROAD: Washington County Railroad Company
One Railway Lane
Burlington, Vermont 05401-5290

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 railroad 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 RAILROAD agrees that it will consult the Vermont Advisory Council on Historic Preservation before demolishing, altering or transferring any State-owned property or resource along the Line that is potentially of historical, architectural, archaeological or cultural significance including any property listed on the State Register of Historic Properties.

22.10. Non-Waiver of Certain RAILROAD Rights. No part of this Agreement shall be interpreted as a waiver of any of the RAILROAD's rights under federal law, including but not limited to the Interstate Commerce Termination Act of 1995, 49 U.S.C. §§ 10101 – 16106.

22.11. Tax Compliance. Pursuant to 32 V.S.A. § 3113, RAILROAD 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 RAILROAD and any proposed assignee first provide STATE with written certification of tax compliance in accordance with 32 V.S.A. § 3113.

IN WITNESS WHEREOF, the STATE OF VERMONT has caused this instrument to be subscribed, this 4th day of June, 2003, by David C. Dill, its Acting Secretary of Transportation and duly authorized agent.

IN PRESENCE OF:

STATE OF VERMONT
("STATE")

Carol King
Witness

By: David C. Dill
David C. Dill, Its Acting Secretary of
Transportation and Duly Authorized Agent

STATE OF VERMONT)
WASHINGTON COUNTY, ss.)

At Montpelier, this 4th day of June, 2003, personally appeared David C. Dill and he/she acknowledged the foregoing instrument, by him/her as Acting 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,

[Signature]
Notary Public
(My commission expires Feb. 10, 2007)

APPROVED AS TO FORM:

APPROVED PER 5 V.S.A. § 3405:

DATED: 6/4/2003

[Signature]
ASSISTANT ATTORNEY GENERAL

GOVERNOR OF VERMONT

IN WITNESS WHEREOF, WASHINGTON COUNTY RAILROAD COMPANY has caused this instrument to be signed in its corporate name by David W. Wulfson, its President and duly authorized agent, this 4th day of June, 2003.

IN PRESENCE OF:

WASHINGTON COUNTY RAILROAD COMPANY
("RAILROAD")

Beth McKeen
Witness

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

STATE OF VERMONT)
WASHINGTON COUNTY, ss.)

At Montpelier, this 4th day of June, 2003, personally appeared David W. Wulfson and he/she acknowledged the foregoing instrument, by him/her as President of WASHINGTON COUNTY RAILROAD COMPANY subscribed, to be his/her free act and deed and the free act and deed of WASHINGTON COUNTY RAILROAD COMPANY.

Before me,

Elizabeth G. Gandy
Notary Public
(My commission expires Feb. 10, 2007)

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EXHIBIT B

**Allocation of Responsibility
for Railroad Bridges
Between
State of Vermont, Owner
and
Washington County Railroad Company (WACR),
Operator
(Connecticut River Line)**

**WASHINGTON COUNTY RAILROAD COMPANY
CONNECTICUT RIVER DIVISION
ALLOCATION OF RESPONSIBILITY FOR RAILROAD BRIDGES (49 C.F.R. PART 237)**

**Bradford Subdivision (Part of Former Connecticut & Passumpsic
Rivers Railroad Main Line) (V43/1-V43/41)**

R.R. Mile-post	Inspection File Bridge No.	Lease Bridge No.	Town	Feature Crossed	State	R.R.	Note
D40.73	501	0.08	Hartford	White River	x		
D40.57	502		Hartford	US 4/Maple Street (TH 1)		x	R.R. over highway
D38.21	503	4	Hartford	Dotham Brook	x		
D37.01	504		Norwich	Pedestrian crossing (Montshire Museum)		x	R.R. over private pathway
D36.87	505	5	Norwich	Bloody Brook	x		
D31.66	506	7	Norwich	Ompompanoosuc River	x		
D28.34	507	9	Thetford	Zebedee Brook	x		
D23.17	508		Thetford	Roaring brook		x	Span <10 ft
D21.94	509		Fairlee	Brook		x	Double cell stone box
D20.96	510	9-V	Fairlee	Unnamed Brook	x		Span < 10 ft
D15.85	512		Fairlee	Cattle Pass		x	R.R. over farm road
D12.76	513	13	Bradford	Waits River	x		
D10.24	514	15	Bradford	Roaring Brook	x		
D10.11	515		Bradford	Cattle Pass		x	R.R. over farm road
D9.82	516		Bradford	Cattle Pass		x	R.R. over farm road
D9.38	517	18	Newbury	Halls Brook and Cattle Pass	x		
D6.74	518		Newbury	Cattle Pass		x	R.R. over farm road
D5.89	519		Newbury	Cattle Pass		x	R.R. over farm road
D5.65	520	24	Newbury	Harriman Brook	x		
D0.89	521	25	Newbury	Elm Street (TH)		x	R.R. over highway
D0.59	522	26	Newbury	Wells River and US 302	x		

**Lyndonville Subdivision (Part of Former Connecticut & Passumpsic
Rivers Railroad Main Line) (V43/41-V43/103)**

R.R. Mile-post	Inspection File Bridge No.	Lease Bridge No.	Town	Feature Crossed	State	R.R.	Note
L60.50	524		Ryegate	Unnamed Brook	x		
L55.75	525		Barnet	Monroe Road (TH 7)		x	R.R. over highway
L53.40	526	30	Ryegate	Stevens Brook	x		
L52.90	527	31	Barnet	Connecticut River Backwater	x		
L52.60	528	32	Barnet	Connecticut River Backwater	x		
L50.30	529	33	Barnet	Passumpsic River	x		
L49.50	530	34	Barnet	Passumpsic River	x		
L49.40	531	35	Barnet	Joes Brook	x		
L49.10	532	36	Barnet	Passumpsic River	x		
L48.70	533	37	Barnet	Passumpsic River	x		
L48.20	534	38	Barnet	Water Andric	x		
L47.10	535	39	Barnet	Passumpsic River	x		
L46.70	536	40	Barnet	Passumpsic River	x		
L46.00	537	41	Waterford	Passumpsic River	x		
L44.60	538	42	St. Johnsbury	Passumpsic River	x		
L44.40	539	43	St. Johnsbury	Sleepers River	x		
L43.40	540		St. Johnsbury	Mill Street (TH)		x	R.R. over highway

R.R. Mile-post	Inspection File Bridge No.	Lease Bridge No.	Town	Feature Crossed	State	R.R.	Note
L36.70	541	47	Lyndon	Passumpsic River	x		
L33.60	542	49	Lyndon	Passumpsic River	x		
L31.60	543	50	Lyndon	West Branch of Passumpsic River	x		
L30.60	544	51	Burke	West Branch of Passumpsic River	x		
L30.40	545	52	Burke	West Branch of Passumpsic River	x		
L30.20	546	53	Burke	West Branch of Passumpsic River	x		
L30.10	547	54	Burke	West Branch of Passumpsic River	x		
L29.90	548	55	Burke	West Branch of Passumpsic River	x		
L29.70	549	56	Burke	West Branch of Passumpsic River	x		
L29.20	549.5		Burke	Round Brook	x		Stone Arch
L28.80	550	58	Burke	West Branch of Passumpsic River	x		
L26.50	551	59	Sutton	Sutton River	x		
L20.56	552		Sutton	Sutton Road (Underpass Road) (TH 1)		x	R.R. over highway
L18.85	553	62	Barton	Annis Brook		x	Span < 10'
L14.25	554	68	Barton	Glover River (Crystal Lake Outlet)	x		
L13.87	555	69	Barton	Harrison Avenue (TH)		x	R.R. over highway
L13.76	556		Barton	Lincoln Avenue (TH)		x	R.R. over highway
L12.75	556.3		Barton	Barton River	x		Stone Arch
L12.50	556.5	73	Barton	Barton River	x		Stone Arch
L10.20	557		Barton	Barton River	x		
L10.10	558	74	Barton	Unnamed Brook	x		
L9.30	559	75	Barton	Barton River	x		
L9.05	560	76	Barton	Barton River	x		
L6.90	561	78	Coventry	Barton River	x		
L6.80	562	79	Coventry	Barton River	x		
L6.30	563	80	Coventry	Overflow - Barton River	x		
L6.00	564	81	Coventry	Dead Water	x		
L5.90	565	82	Coventry	Barton River	x		
L4.80	566	84	Coventry	Alder Brook	x		
L3.10	567	85	Coventry	Barton River	x		
L2.20	568	86	Coventry	Cobb Brook	x		

Notes:

1. Railroad is responsible for small structures not listed.
2. Third parties may be responsible to reimburse State and/or railroad for certain costs related to grade-separation structures.

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RAIL



State of Vermont
PPID - Rail Section
One National Life Drive
Montpelier, VT, 05633-5001
www.aot.state.vt.us

[phone] 802-828-1313
[fax] 802-828-2829
[ttd] 800-253-0191

Agency of Transportation

August 9, 2012

Region I Headquarters
Federal Railroad Administration
55 Broadway – Room 1077
Cambridge, MA 02142

Re: Washington County Railroad Company (Montpelier & Barre Line) –
Notification of Assignment of Responsibility for Compliance with 49 C.F.R.
Part 237 (Bridge Safety Standards)

Ladies and Gentlemen:

In checking our files, we have been unable to locate documentation that the Vermont Agency of Transportation (VTrans) ever formally notified the Federal Railroad Administration (FRA) that the State of Vermont, as owner, has assigned partial responsibility for compliance with 49 C.F.R. Part 237 (Bridge Safety Standards) to Washington County Railroad Company (WACR).

Accordingly, in compliance with 49 C.F.R. § 237.3 (Responsibility for Compliance) we are providing notification to FRA as follows:

(1) The name and address of the track owner:

State of Vermont, Agency of Transportation
National Life Building
1 National Life Drive
Montpelier, VT 05633-5001

(2) The name and address of the person to whom responsibility is assigned (assignee):



Washington County Railroad Company
One Railway Lane
Burlington, VT 05402-5290

(3) A statement of the exact relationship between the track owner and the assignee;

Owner/designated operator

(4) A precise identification of the track and the individual bridges in the assignment:

A line of railroad, formerly the Montpelier & Barre Railroad Company, Inc., which extends from Berlin (Montpelier Junction), VT to Barre Town (Graniteville), VT.

A list of bridges for which the State of Vermont has retained responsibility is attached hereto as "Exhibit B" and incorporated herein by reference. Responsibility for all bridges not listed on Exhibit B is assigned to WACR.

(5) A statement as to the competence and ability of the assignee to carry out the duties of the track owner under this part;

WACR is an affiliate of Vermont Railway, Inc., an experienced short-line railroad operator, having been in business more than 48 years.

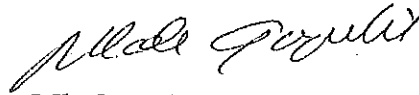
(6) A statement signed by the assignee acknowledging the assignment to him of responsibility for purposes of compliance with this part.

A copy of the September 30, 1999 Operating Agreement Between the State of Vermont and WACR is attached hereto as "Exhibit A" and incorporated herein by reference. Responsibility for bridges is addressed in Article VIII (Bridges and Highway Crossings).

Federal Railroad Administration, Region I
August 9, 2012
Page 3 of 3

Please feel free to contact me if you have any questions.

Sincerely,



Mladen Gagulic
Rail Engineering & Asset
Management

Enclosure

cc: David W. Wulfson, President, Washington County Railroad Company

EXHIBIT A

**September 30, 1999
Operating Agreement Between
State of Vermont
and
Washington County Railroad Company
(Montpelier & Barre Line)**

**OPERATING AGREEMENT
BETWEEN
STATE OF VERMONT,
AGENCY OF TRANSPORTATION,
AND
WASHINGTON COUNTY RAILROAD COMPANY**

THIS AGREEMENT, made and entered into this 30th day of September, 1999, by and between the State of Vermont, a sovereign state, acting through its Agency of Transportation, with its principal office at 133 State Street, Montpelier, Vermont 05633-0001 ("STATE"), and Washington County Railroad Company, a Vermont corporation with its principal office at One Railway Place, Burlington, Vermont 05401 ("RAILROAD");

WITNESSETH:

WHEREAS, STATE is the owner of a 14-mile line of railroad between Montpelier Junction and Graniteville, Vermont, extending through the Town of Berlin, the City of Montpelier, the City of Barre and the Town of Barre, all in Washington County, Vermont ("the Line"); and

WHEREAS, the former Interstate Commerce Commission ("ICC") approved the Line for abandonment by the Montpelier & Barre Railroad Company in *Montpelier & Barre R.R. Co. -- Entire Line Abandonment -- From Graniteville to Montpelier Junction, VT*, Docket No. AB-202 F (ICC, served Mar. 12, 1980); and

WHEREAS, the Line was acquired by STATE on November 21, 1980; and
and,

WHEREAS, on November 17, 1980, the former Washington County Railroad Corp. ("Old WACR") filed with the ICC a notice for a modified certificate of public convenience and necessity and subsequently received authority to operate the Line in *Washington County R.R. Corp. -- Operations -- From Montpelier Junction to Graniteville, VT*, Finance Docket No. 29536 F (ICC, served Jan. 2, 1981); and

WHEREAS, on February 2, 1999, Old WACR agreed to assign its lease of the Line to the New England Central Railroad, Inc. (NECR); and

WHEREAS, on February 9, 1999, NECR accepted the assignment and immediately agreed with the STATE to cancel the lease, substituting an interim letter agreement for operation of the Line; and

WHEREAS, on February 10, 1999, NECR filed with the Surface Transportation Board (STB) a notice for a modified certificate of public convenience and necessity, and subsequently was authorized to operate the line in *New England Central R.R., Inc. -- Modified Rail Certificate*, Finance Docket No. 33715 (STB, Feb. 19, 1999); and

WHEREAS, the interim letter agreement between the STATE and NECR for operation of the Line, as subsequently extended, is due to expire on September 8, 1999; and

WHEREAS, RAILROAD has acquired the rights to the "Washington County Railroad" name from Old WACR; and

WHEREAS, the STATE and RAILROAD wish to enter into an operating agreement for RAILROAD to take over operation of the Line; and

WHEREAS, parties estimate that providing service at a minimum level of three round trips per week will cost approximately \$400,000 per year, substantially in excess of the \$150,000 per year in operating revenue that the Line can be expected to generate from its present traffic base;

NOW, THEREFORE, it is hereby agreed by and between the STATE and RAILROAD as follows:

ARTICLE I

DESCRIPTION OF LEASED PROPERTY; TERM; RENEWAL OPTION

1-1. Description of Subject Property. The STATE hereby leases to RAILROAD and RAILROAD hereby leases from the STATE, for railroad operating purposes, the following property:

All the real property acquired by the STATE from the Montpelier & Barre Railroad Company, Inc. by condemnation order dated November 12, 1980 (recorded in the Berlin land records at Book 47, Pages 124-139 and in the land records of other towns and cities through which the Line passes), excluding conveyances of record, together with the STATE's interest in personal property located on such real property, subject to the terms of this Agreement.

1-2. Term. This Agreement will begin on September 9, 1999 and extend for a term expiring at 11:59 p.m. on June 30, 2004, unless sooner terminated by mutual agreement of the STATE and RAILROAD or in accordance with ARTICLE IX -- TERMINATION of this Agreement.

1-3. Renewal Option. If RAILROAD 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, 2004) to renew this lease for additional four-year terms, up to five times:

First renewal term	July 1, 2004	-	June 30, 2008
Second renewal term	July 1, 2008	-	June 30, 2012
Third renewal term	July 1, 2012	-	June 30, 2016
Fourth renewal term	July 1, 2016	-	June 30, 2020
Fifth renewal term	July 1, 2020	-	June 30, 2024

During each such renewal term the rent shall be that set forth in paragraph 2.2 of ARTICLE II of this Agreement. The renewal option shall be exercised by the RAILROAD's giving the STATE written notice not later than one year before the expiration of each existing term.

1-4. Approval by General Assembly. Pursuant to 5 V.S.A. § 3405, this Agreement is subject to approval by the Joint Fiscal Committee or the General Assembly. If such approval is not received by June 30, 2000, then, notwithstanding any other part of this Agreement, the term of RAILROAD's lease shall terminate at 11:59 p.m. on June 30, 2000.

ARTICLE II

OPERATING SUBSIDY; RENT

2-1. Revenues; First Year Operating Subsidy. RAILROAD will be responsible for collecting from shippers, passengers or connecting carriers, as the case may be, all revenues attributable to the movement of freight or passengers over the Line. The STATE and RAILROAD agree that the anticipated operating revenues are likely to be insufficient to support the duties and obligations of RAILROAD under this Agreement. To make it possible for RAILROAD fully to perform all its obligations under this Agreement, the STATE agrees to pay RAILROAD a subsidy equivalent to \$5,000 per week, through June 30, 2000. In recognition of the startup costs that RAILROAD must incur to begin operations, the STATE will pay RAILROAD \$150,000 at the beginning of the Agreement, which will be treated by the STATE and RAILROAD as a prepayment of the subsidy. The balance of the first year's operating subsidy will be paid by the STATE quarterly upon receipt of an invoice from RAILROAD.

2-2. Operating Subsidy For Second and Subsequent Years. For the year beginning July 1, 2000 and for each subsequent year of this Agreement, the STATE agrees to pay RAILROAD a subsidy of \$260,000.00 per year, reduced by a subsidy credit equivalent to 50% of all gross revenues between \$150,000.00 and \$670,000.00. Subsidy payments will be made by the STATE quarterly upon receipt of invoices from RAILROAD. The following table is intended by the parties to illustrate the working of the subsidy credit:

Gross Revenues	Subsidy Credit	Direct Subsidy
\$150,000.00	None	\$260,000.00
\$200,000.00	\$ 25,000.00	\$235,000.00
\$300,000.00	\$ 75,000.00	\$185,000.00
\$400,000.00	\$125,000.00	\$135,000.00
\$500,000.00	\$175,000.00	\$ 85,000.00
\$600,000.00	\$225,000.00	\$ 35,000.00
\$670,000.00	\$260,000.00	None

2-3. Rent. The STATE reserves as rent and RAILROAD covenants to pay or cause to be paid to the STATE as and for the monthly rental of the premises, the following percentages of gross revenues:

On the Amounts of Gross Revenues	Percentage	Total Maximum Rental
Less than \$670,000	0%	N/A
\$670,000 or more	3%	Not limited

It is agreed and understood between the parties that this relatively low rent level reflects the fact that the premises do not include an engine house or other terminal facilities and that it is RAILROAD's responsibility, at its own expense, to furnish such facilities or to make alternative arrangements.

2-4. Payment of Rent. During each year of this Agreement in which gross revenues exceed \$670,000, RAILROAD, on or before the 15th of each month, shall pay rent in monthly installments of three percent of gross revenues received during the third preceding month. Unless otherwise directed by the STATE, all payments shall be made to the offices of the Vermont Agency of Transportation, 133 State Street, Montpelier, Vermont 05633. Any late rent payments will accrue interest at the prevailing prime rate (as published in the *Wall Street Journal*).

2-5. Inflation Adjustment. At the end of the first term of this Agreement and any subsequent renewal term, the monetary amounts specified in this and other articles in this Agreement will be adjusted to reflect any changes in the Consumer Price Index for All Urban Consumers (CPI-U) over the length of the term just concluded. Such adjusted amounts shall then be used each year for the next four-year period. For the purpose of this Agreement, the CPI-U is 167.1 (based on the United States Department of Labor, Bureau of Labor Statistics for August 1999).

ARTICLE III

CROSSING PROJECTS

3-1. Rail-Highway Crossing Projects. The STATE and RAILROAD agree that they will cooperate to identify, program and construct rail-highway grade crossing projects in accordance with laws, regulations and standards governing federal-aid highway projects.

ARTICLE IV

MAINTENANCE

4-1. General Maintenance Obligation. RAILROAD agrees that, except as limited in this Agreement, it will maintain and operate the Line in compliance with Federal, State and Local laws and administrative regulations applicable to its operation and maintenance. Without limitation of the generality of the foregoing, RAILROAD agrees to maintain and operate the Montpelier Junction - Websterville segment of the Line, excluding bridges and highway crossings, in operating condition and in no event under the minimum standards set by the Federal Railroad Administration for Class 1 track. RAILROAD will perform all obligations to be performed by the owner of a railroad, as set forth in the Track Safety Standards of the Federal Railroad Administration (FRA) (49 C.F.R. § 213.5). RAILROAD covenants to contribute to the maintenance of buildings occupied by it in proportion to its occupancy.

4-2. Replacement and Disposition of Property. The obligation of RAILROAD to maintain shall include the obligation to repair or replace such rail, crossties and other items of track as may be necessary to keep the Line in operating condition. In the event of such replacement by RAILROAD, the new property shall become the property of the STATE and the removed property shall remain the property of the STATE. If RAILROAD determines that any track, buildings or other facilities are not essential to its operations, it may request that the STATE relieve it of its obligations under Paragraph 4-1, above, with respect to those portions of the Line. If the STATE and RAILROAD agree that such track, buildings or other facilities should be dismantled or removed, RAILROAD shall pay to the STATE its net salvage value, as it may be determined by the STATE. Where the costs of dismantling or removing exceed the market value of the materials, the amount of such excess shall be reimbursed RAILROAD by the STATE.

4.3. Real Estate Management. The STATE and the RAILROAD agree to cooperatively manage the real estate belonging to the Line to (a) identify encroachments; (b) identify safety issues that can be addressed through real estate management techniques; and (c) to identify areas along the Line that should be reserved for shipper access and other railroad uses.

4.4. Cooperation with the STATE's Contractors. RAILROAD agrees that in the event that the STATE may from time to time desire to make improvements to the Line, including track rehabilitation, bridge or track crossing construction, or signs or signal maintenance and installation work, that it will cooperate fully with 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 any such STATE-authorized contractor, providing transportation at reasonable rates, allowing joint use of facilities, providing personnel as required for technical inspection and providing storage for materials. The STATE agrees that it will require any such STATE-authorized contractor to coordinate the scheduling of its work with the RAILROAD as to minimize interference with the RAILROAD's operations and to provide railroad protective liability insurance, as provided in Section 103.11(d) of the STATE's *Standard Specifications for Construction*.

ARTICLE V

MINIMUM OPERATING STANDARDS

5-1. Minimum Operating Standards. RAILROAD agrees to maintain at least the following minimum schedules during the term of this Agreement:

Service	Schedule
Montpelier Junction - Websterville (Bombardier plant)	Three round trips each week, unless service is not required by customers

5-2. Reduction in Service; Force Majeure. RAILROAD shall have the right to decrease this minimal schedule with the written approval of the Secretary of Transportation if traffic conditions warrant such reduction. RAILROAD shall not be considered to be in default in respect of any obligation Under this Article if prevented from fulfilling such obligation by reason of uncontrollable forces, the term "uncontrollable forces" being deemed for purposes of this Article to mean any cause beyond the control of RAILWAY 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 RAILROAD could not reasonably have been expected to avoid, and which by exercise of due diligence RAILROAD shall be unable to overcome.

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.

5-3. Cooperation with Provision of Substituted Service by Others.

Notwithstanding any other provision of this Agreement, RAILROAD agrees to allow provision of substituted service by others in the event of RAILROAD's inability to provide service, provided that such substituted service occurs at no expense to RAILROAD.

ARTICLE VI

INDEMNIFICATION; INSURANCE

6-1. Indemnification. RAILROAD covenants and agrees to indemnify and hold the STATE harmless against all claims, damages or liability whatsoever arising out of or resulting from RAILROAD's possession, control, maintenance, operation or use of the premises or of RAILROAD's equipment. RAILWAY covenants and agrees to obtain the insurance specified in Paragraph 6-2, below, but the complete or partial failure of an insurance carrier, for any reason whatsoever, fully to protect and indemnify the RAILROAD, or the inadequacy of insurance coverage shall not affect the obligation of RAILROAD to indemnify the STATE as provided in this Paragraph.

6-2. Insurance. RAILROAD will maintain insurance of the following types and minimum coverages, carried by insurers acceptable to the STATE:

Type	Limits
(1) A standard Comprehensive General Liability policy, insuring against claims for bodily injury including death and consequential damages and for property damage including claims of shippers; and specifically including any contractual liability assumed in Paragraph 6-1, above	Bodily Injuries: \$250,000 - each person \$1,000,000 - each occurrence \$50,000 - property (each occurrence)
(2) A standard policy covering RAILROAD's liability under the Federal Employer's Liability Act	As required by federal law and at least \$100,000 each person

6-3. Additional Insured; Certificates of Insurance. RAILROAD shall make the STATE an additional insured under each of the policies specified in Paragraph 6-2, above (other than Employer's Liability), and shall furnish the STATE with appropriate certificates of such insurance which shall specifically state that the insurance company shall furnish to the STATE 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 the STATE for the payment of any premium or other charges for such insurance coverage.

6-4. Scope of "Claims." As used in this Article, the word "claims" shall include reasonable attorney's fees and other reasonable costs incidental to defense against claims.

6-5. Indemnification/Insurance Obligations of Other Parties. Nothing in this Article shall impair any obligation of any lessee, utility company, private crossing user or other third party to indemnify and/or provide insurance coverage for the protection of the STATE and/or RAILROAD.

ARTICLE VII

RENTALS FROM OTHERS

7-1. Rentals from Others. The STATE shall have the right to any and all rents, license fees and permit fees arising from present and future leases of property along the Line, any renewals of such leases, and any new leases, including but not limited to rents, license fees and other revenues paid by utilities occupying a portion of the leased premises with poles and wires, and all revenues arising from rights of the Montpelier & Barre Railroad Company to which the STATE is or may become the successor-in-interest. RAILROAD shall be under no obligation to collect rentals from such properties or to maintain them.

7-2. Pipe Lines. The parties recognize the interest of other persons in acquiring rights to build and maintain a pipe line for the transportation of natural gas or petroleum products upon the premises. They therefore agree that the STATE may subject the leased premises to easement and rights of way for a pipe line for the transportation of natural gas or petroleum products if the Transportation Board, after hearing to be held upon thirty (30) days notice to RAILROAD and such other notice as it deems reasonable, determines that:

- (1) The public good of the State will be promoted by the granting of such easement and rights of way, and
- (2) The operation of the pipe line, after the division of rents set forth below, shall not be inconsistent with the welfare of RAILROAD.

In determining the public good the Transportation Board shall give due weight and consideration to the effect of the proposed pipe line upon RAILROAD's existing and reasonably foreseeable revenues, earnings and financial stability. RAILROAD agrees that its rights herein shall be subject to the easement and rights of way of the pipe line company if the STATE executes an easement and rights of way after a finding of public good, and RAILROAD further covenants to execute such documents to perfect such easement and rights of way as may be requested by the STATE.

7-3. Division of Pipe Line Rentals. The rent or fee charged the person owning and operating the pipe line shall be determined by the Transportation Board on the basis of evidence presented at the hearing on public good. In the determination of reasonable rental, the Transportation Board shall give due regard to the volumes to be transported and other relevant data. In no event shall the annual rental to be charged for such pipe line easements or rights of way be less than the annual loss of net earnings existing or reasonably foreseeable which RAILROAD can reasonably be expected to suffer during the term of such easement or grant of right of way as a result of the pipe line operation.

For the purpose of this paragraph "RAILROAD'S net earnings" shall be computed as follows:

- (a) The amount of "Railway Operating Revenues" which would have accrued annually to RAILROAD from traffic existing or reasonably foreseeable, if any, actually or foreseeable diverted from RAILROAD to the pipe line shall be determined.
- (b) The amount of RAILROAD's "transportation rail line expenses" properly allocable annually to such diverted revenues shall be determined. "Transportation-rail line expenses" as used herein shall include the expenses described in Accounts 2241 to 2251 inclusive of the Uniform System of Accounts of the former Interstate Commerce Commission, but shall not include taxes on or measured by income or other operating expenses as described in Accounts 2201 to 2240 or 2252 to 2266 in the Uniform System of Accounts.
- (c) "RAILROAD's net earnings" shall be "Railway Operating Revenues" as determined in paragraph (a), above, less "RAILROAD's transportation-rail line expenses as determined in paragraph (b).

The rental received from the pipe line company shall be divided as follows: RAILROAD shall be entitled to reimbursement of its loss of "RAILROAD's net earnings" as computed herein and shall be entitled to at least 50% of such rentals in any event and the STATE shall be entitled to the remainder.

7-4. Fiber Optics Rentals. Notwithstanding any other provision of this article, net revenues (*i.e.*, rents received from third parties or profits should RAILROAD itself act as developer) arising from installation or any fiber optics or equivalent line along the Line will be shared equally by the STATE and RAILROAD, after recovery by RAILROAD of any costs incurred to secure such rentals.

7-5. Shipper Facilities. It is the intention of the parties to promote the industrial development of the area served by RAILROAD. They therefore agree that RAILROAD, with the consent of the STATE, may sublet presently unoccupied and undeveloped portions of the Line for use in shipping, receiving or handling rail freight. All such subleases shall by their terms expire on or before the termination of this Agreement and any renewals thereof; shall provide that the sublet premises shall be used for or in connection with patronage of the Line; and shall not grant greater rights to such premises than are granted to RAILROAD by virtue of this Agreement. Rents arising from subleases of land, buildings, rights-of-way, tracks, sidings or other facilities for use in shipping, receiving or handling rail freight shall belong to RAILROAD. The STATE will not unreasonably withhold its consent to a proposed sublease.

ARTICLE VIII

BRIDGES AND HIGHWAY CROSSINGS

8-1. Rail-Highway Crossings. During the term of this Agreement or any renewal thereof, the STATE shall:

- (a) Maintain, repair, replace and install when necessary all highways at railroad grade crossings;
- (b) Reimburse RAILROAD for the expense of the installation but not for the inspection, maintenance or repair, of all passive warning devices required at grade crossings;
- (c) Maintain, repair, replace, and install when necessary all structures, including approaches, carrying highways over the railroad;
- (d) Maintain, repair, replace and install when necessary all highways going under the railroad; and
- (e) Maintain, repair, replace, and install when necessary all non-track elements (*i.e.*, other than rails, crossties and, where applicable, ballast) of structures carrying the railroad over highways.

8-2. Track Structure at Crossings. The STATE shall not, by reason of this Agreement, be under any obligation to maintain rails, crossties, or other subsurface materials at highway crossings. Upon completion of individual rail-highway grade crossing rehabilitation projects, RAILROAD shall maintain, replace, repair and install when necessary all railroad tracks, crossties and roadbed at project sites. Nothing herein shall affect RAILROAD's obligations in regard to farm crossings, cattle guards, fences and water courses as set forth in Subchapter 4 of 5 V.S.A. Chapter 68.

8-3. Bridges Carrying the Railroad over Watercourses. The STATE shall maintain, replace, repair and install when necessary all non-track elements (*i.e.*, other than rails, crossties and, where applicable, ballast) of:

- (a) Structures which have a clear span of 10 feet or more and which carry the railroad over watercourses; or
- (b) Culverts which are more than 10 feet deep, as measured between the base of rail and the inside top of the culvert.

(The parties agree to prepare a schedule of structures in this category, which will be attached hereto as "Exhibit A" and incorporated herein by reference.) At the location of each such structure, the STATE will be responsible for stream problems, including (but not limited to

dredging), while RAILROAD will be responsible for vegetation control and removal of debris left by high water. RAILROAD will furnish the STATE (including its agents, employees and contractors) with transportation to and from structure locations not accessible from public highways.

If the STATE is unable to perform its obligations under this paragraph it will so notify RAILROAD, in which event RAILWAY's sole remedy will be to terminate this Agreement.

8-4. Maintenance Obligations of Other Parties. Nothing in this Article shall impair any obligation of any municipality or other party to maintain highway crossings, bridges, fences, track and structures, signals or any other statutory or contractual obligations of any municipality or other party.

ARTICLE IX

TERMINATION

9-1. Termination for Cause. If RAILROAD should fail to operate the Line for more than one week or if default shall be made in any of the other covenants herein contained on the part of RAILROAD and continue for thirty (30) days after notice to RAILROAD specifying default and demanding compliance, then the STATE may re-enter and take possession of the premises, or institute legal proceedings for the recovery of possession. Upon re-entry by the STATE or the making of an order or judgment awarding possession of the premises to the STATE, this Agreement shall be terminated and at an end. If the STATE is more than thirty (30) days delinquent in making any subsidy payment required by this Agreement, then RAILROAD may terminate this Agreement.

9-2. Termination without Cause. RAILROAD may terminate this Agreement, without cause, upon sixty (60) days' written notice to the STATE.

9-3. Cooperation with Transfer. Upon expiration or termination of this Agreement, RAILROAD agrees to cooperate with the STATE as necessary for the orderly transfer of responsibility to a successor carrier designated by the STATE, including but not limited to pre-transfer inspections and the preparation and submission of any filings necessary to obtain federal regulatory approval for the transfer.

ARTICLE X

NOTICE

10-1. Notice. Any notice or other communication contemplated by or in connection with this Agreement shall be deemed to have been given when made in writing and mailed by registered or certified mail with the United States Postal Service to the address set forth below or to such other address as may hereafter be designated by notice:

- (a) As to STATE: Secretary
Vermont Agency of Transportation
133 State Street
Montpelier, VT 05633-5001
- (b) As to RAILROAD: Washington County Railroad Company
One Railway Lane
Burlington, VT 05401

ARTICLE XI

WAIVER

11.1. Waiver. Any waiver at any time by either party of its rights 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 under this Agreement shall be deemed a waiver of such right. This Agreement may not be changed orally. The rights and remedies of the STATE under this Agreement are cumulative and not exclusive of any rights or remedies provided by law, and all such rights and remedies may be exercised singly or concurrently.

ARTICLE XII

REGULATORY AUTHORITIES

12.1. Subordination to Regulatory Authorities. This Agreement is subject to valid laws, and to valid orders, rules and regulations of duly constituted regulatory authorities having jurisdiction.

12.2. Relief from Unduly Burdensome Provisions. If RAILROAD finds any portion of this Agreement to be unduly burdensome, then it may apply to the STATE through the Secretary of Transportation for modification thereof, and the Secretary, with approval of the Governor, on behalf of the STATE, shall authorize in writing such modifications as found necessary or reasonable.

ARTICLE XIII

ACCOUNTS; INSPECTION

13.1. Accounts; Retention of Records. RAILROAD will keep proper accounts in which full, true and correct entries will be made of all dealings or transactions which relate to this Agreement. Such accounts shall show, without limitation, the amount and disposition of any state funds or credits received pursuant to this Agreement. All such records will be kept for a period of four (4) years, or such longer period as may be reasonably requested by the STATE.

13.2. Inspection; Audit; Confidentiality of Certain Records. RAILROAD will permit any authorized representatives of the STATE to visit and inspect any properties of RAILROAD, to examine its accounts and corroborating records, reports, and other papers and, at the STATE's expense, to make copies and extracts from such accounts and records, all at such reasonable times and as often as may be reasonably requested.

The STATE agrees that any information provided to the STATE by RAILROAD on the following subjects will be confidential:

- (a) Customer data;
- (b) Confidential shipper contracts;
- (c) Financial obligations and financial standing; and
- (d) Proprietary data known only to certain individuals within RAILROAD's organization and which give RAILROAD the opportunity to obtain business advantage over competitors who do not know it.

ARTICLE XIV

AMENDMENTS; ENTIRE AGREEMENT

14.1. Amendments. RAILROAD hereby agrees to enter into any modifications, amendments or supplements to this Agreement which reasonably may be requested by the STATE to comply with any governmental grants, contracts or other arrangements under which RAILROAD or the STATE have been or may be entitled to receive financial assistance for railroad rehabilitation, maintenance or operations.

14.2. Entire Agreement. This Agreement with the terms and provisions contained herein constitutes the entire agreement between the parties hereto with respect to operation of the Line and supersedes and replaces all other agreements and representations in connection with maintenance and use of the Line. This Agreement may only be modified or amended by a writing which states that it modifies or amends this Agreement and which is signed by both parties.

ARTICLE XV

MISCELLANEOUS

15.2. Binding Effect. This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

15.3. Historic Preservation. To facilitate the STATE's compliance with the Vermont Historic Preservation Act, 22 V.S.A. Chapter 14, the RAILROAD agrees that it will consult the Vermont Advisory Council on Historic Preservation before demolishing, altering or transferring any State-owned property or resource along the Line that is potentially of historical, architectural, archaeological or cultural significance including any property listed on the State Register of Historic Properties.


15.4. Tax Compliance. Pursuant to 32 V.S.A. § 3113, RAILROAD 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 RAILROAD and any proposed assignee first provide STATE with written certification of tax compliance in accordance with 32 V.S.A. § 3113.

15.5. Article and Paragraph Headings. The article and paragraph headings contained in this Agreement are for reference and convenience only and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.

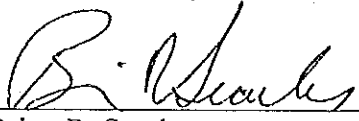
IN WITNESS WHEREOF, the State of Vermont has caused its name to be subscribed, this 30th day of September, 1999, by Brian R. Searles, its Secretary of Transportation and Air and duly authorized agent.

IN PRESENCE OF:

STATE OF VERMONT
AGENCY OF TRANSPORTATION
(STATE)



Witness

By: 

Brian R. Searles
Secretary of Transportation

STATE OF VERMONT)
WASHINGTON COUNTY, ss.)

At Montpelier, this 30th day of September, 1999, personally appeared Brian R. Searles and acknowledged the foregoing instrument by him, as Secretary of Transportation and duly authorized agent of the State of Vermont subscribed, to be his free act and deed, and the free act and deed of the State of Vermont.

Before me,



Notary Public

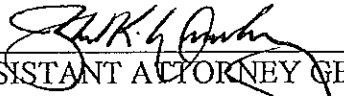
(My commission expires February 10, 2003)

APPROVED PER 5 V.S.A. § 3405:

GOVERNOR OF VERMONT

APPROVED AS TO FORM:


DATED: 9-30-1999


ASSISTANT ATTORNEY GENERAL

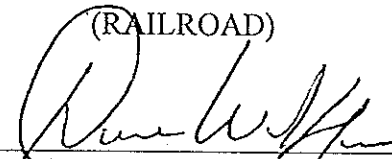
IN WITNESS WHEREOF, the Washington County Railroad Company has caused its name to be hereunto subscribed, at Montpelier, in the County of Washington and State of Vermont this 30th day of September, 1999, by the hand of David W. Wulfson, its President and duly authorized agent.

IN PRESENCE OF:

WASHINGTON COUNTY RAILROAD
COMPANY
(RAILROAD)



Witness

By: 

David W. Wulfson, Its President and
Duly Authorized Agent

STATE OF VERMONT)
WASHINGTON COUNTY, ss.)

At Montpelier, this 30th day of September, 1999, personally appeared David W. Wulfson and acknowledged the foregoing instrument by him, as President and duly authorized agent of the Washington County Railroad Company subscribed, to be his free act and deed and the free act and deed of the Washington County Railroad Company.

Before me,



Notary Public

(My commission expires February 10, 2003)

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EXHIBIT B

**Allocation of Responsibility
for Railroad Bridges
Between
State of Vermont, Owner
and
Washington County Railroad Company (WACR),
Operator
(Montpelier & Barre Line)**

**WASHINGTON COUNTY RAILROAD COMPANY
(MONTPELIER & BARRE LINE)
ALLOCATION OF RESPONSIBILITY FOR RAILROAD BRIDGES (49 C.F.R. PART 237)**

R.R. Mile-post	Inspection File Bridge No.	Lease Bridge No.	Town	Feature Crossed	State	R.R.	Note
1.04	303		Montpelier	Winooski River	x		
1.28	304		Montpelier	North Branch of Winooski River	x		
2.28	305		Montpelier	Winooski River	x		
3.14	306		Montpelier	Winooski River	x		
3.50	307		Montpelier-Berlin	Winooski River	x		
Spur	308		Barre City	Stevens Branch	x		
7.29	309		Barre City	Gunners Brook	x		
8.44	310		Barre City	Jail Branch	x		
8.50	311		Barre City	Boynton Street	x		State responsible for non-track elements

Notes:

1. State is responsible for culverts more than 10 feet deep, as measured between base of rail and the inside top of the culvert.
2. Except as provided in #1, above, Railroad is responsible for small structures not listed.
3. Third parties may be responsible to reimburse State and/or railroad for certain costs related to grade-separation structures.

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Appendix C:

Inventory of Bridges

Bridge Number	MP	Town	Feature Crossed	FRA Responsibility	Number Of Tracks	Structure Length	Number Of Spans	Span Number	Span Length	Deck	Superstructure	Substructure	Year Built	Year Renovated	Line Name	Subdivision	Branch
55	3.72	Bennington	Roaring Branch Walloomsac River	STATE	1	107.00	1	1	104.00	Open Deck	Thru Plate Girder	Cast-in-place Concrete	1903		VTR	B&R	Bennington
56	2.95	Bennington	Furnace Brook	STATE	1	60.00	1	1	54.00	Open Deck	Deck Plate Girder	Stone	1891	1934	VTR	B&R	Bennington
56.5	2.77	Bennington	VT 7A	RAILROAD	1	40.00	1	1	33.00	Ballast Deck	Thru Plate Girder	Cast-in-place Concrete	1914		VTR	B&R	Bennington
57	0.34	Bennington	Paran Creek	STATE	1	74.50	2	1	35.50	Open Deck	Beam Span	Cast-in-place Concrete	1979		VTR	B&R	Bennington
57	0.34	Bennington	Paran Creek	STATE	1	74.50	2	2	35.50	Open Deck	Beam Span	Cast-in-place Concrete	1979		VTR	B&R	Bennington
57.5	0.79	Shaftsbury	Unnamed Stream	RAILROAD	1	120.00	1	1	12.00	Ballast Deck	Other	Stone	1919		VTR	B&R	None
58	3.17	Shaftsbury	Cold Spring Brook	STATE	1	18.00	1	1	16.00	Open Deck	Timber Trestle	Stone	1919		VTR	B&R	None
58.5	3.45	Shaftsbury	Paran Creek	STATE	1	35.33	1	1	34.00	Open Deck	Deck Plate Girder	Stone	1902		VTR	B&R	None
59	5.34	Shaftsbury	Paran Creek	STATE	1	54.00	1	1	10.00	Ballast Deck	Masonry Arch	Cast-in-place Concrete	1919		VTR	B&R	None
59.5	11.50	Arlington	Private Road	RAILROAD	1	17.00	1	1	13.00	Open Deck	Beam Span	Stone	1925		VTR	B&R	None
61	12.45	Arlington	VT 313	RAILROAD	1	94.00	1	1	90.00	Ballast Deck	Thru Plate Girder	Cast-in-place Concrete	1978		VTR	B&R	None
62	14.72	Arlington	Warm Brook	STATE	1	158.04	2	1	76.46	Open Deck	Thru Plate Girder	Stone	1901	2011	VTR	B&R	None
62	14.72	Arlington	Warm Brook	STATE	1	158.04	2	2	76.46	Open Deck	Thru Plate Girder	Stone	1901	2011	VTR	B&R	None
63	17.64	Sunderland	Mill Brook	STATE	1	50.00	1	1	45.00	Open Deck	Deck Plate Girder	Stone	1903		VTR	B&R	None
64	18.12	Sunderland	Batten Kill	STATE	1	136.33	2	1	65.50	Open Deck	Deck Plate Girder	Stone	1895	1936	VTR	B&R	None
64	18.12	Sunderland	Batten Kill	STATE	1	136.33	2	2	65.50	Open Deck	Deck Plate Girder	Stone	1895	1936	VTR	B&R	None
65	18.99	Manchester	Batten Kill	STATE	1	112.00	1	1	108.00	Open Deck	Thru Plate Girder	Cast-in-place Concrete	1903	1910	VTR	B&R	None
67	20.96	Manchester	Lye Brook	STATE	1	46.00	1	1	43.50	Open Deck	Deck Plate Girder	Cast-in-place Concrete	1896		VTR	B&R	None
69	22.61	Manchester	Bourn Brook	STATE	1	45.33	1	1	43.67	Open Deck	Thru Plate Girder	Cast-in-place Concrete	1903		VTR	B&R	None
70	23.03	Manchester	Batten Kill	STATE	1	70.00	6	1	12.42	Open Deck	Timber Trestle	Stone	1941	2001	VTR	B&R	None
70	23.03	Manchester	Batten Kill	STATE	1	70.00	6	2	9.67	Open Deck	Timber Trestle	Timber	1941	2001	VTR	B&R	None
70	23.03	Manchester	Batten Kill	STATE	1	70.00	6	3	10.50	Open Deck	Timber Trestle	Timber	1941	2001	VTR	B&R	None
70	23.03	Manchester	Batten Kill	STATE	1	70.00	6	4	11.08	Open Deck	Timber Trestle	Timber	1941	2001	VTR	B&R	None
70	23.03	Manchester	Batten Kill	STATE	1	70.00	6	5	9.17	Open Deck	Timber Trestle	Timber	1941	2001	VTR	B&R	None
70	23.03	Manchester	Batten Kill	STATE	1	70.00	6	6	13.50	Open Deck	Timber Trestle	Stone	1941	2001	VTR	B&R	None
71	23.60	Manchester	Batten Kill	STATE	1	60.33	1	1	58.58	Open Deck	Thru Plate Girder	Stone	1903		VTR	B&R	None
72	24.18	Manchester	Batten Kill	STATE	1	65.33	1	1	63.33	Open Deck	Thru Plate Girder	Stone	1903		VTR	B&R	None
72.5	24.38	Manchester	Cattle Pass	RAILROAD	1	10.00	1	1	8.00	Ballast Deck	Slab	Stone	1919		VTR	B&R	None
73	25.71	Manchester	Batten Kill	STATE	1	45.33	1	1	43.50	Open Deck	Deck Plate Girder	Stone	1903		VTR	B&R	None
74	26.20	Manchester	Batten Kill	STATE	1	45.33	1	1	43.67	Open Deck	Thru Plate Girder	Stone	1903		VTR	B&R	None
75	26.73	Dorset	Unnamed Stream	STATE	1	12.67	1	1	11.67	Open Deck	Other	Stone	1919	2006	VTR	B&R	None
76	27.19	Dorset	Batten Kill	STATE	1	45.33	1	1	43.50	Open Deck	Deck Plate Girder	Stone	1903		VTR	B&R	None
77	27.67	Dorset	Batten Kill	STATE	1	45.25	1	1	43.50	Open Deck	Deck Plate Girder	Stone	1903		VTR	B&R	None
79	28.07	Dorset	Batten Kill	STATE	1	13.00	1	1	10.00	Ballast Deck	Slab	Cast-in-place Concrete	1919		VTR	B&R	None
79.5	30.62	Dorset	Otter Creek	STATE	1	64.25	1	1	13.75	Ballast Deck	Masonry Arch	Stone	1919		VTR	B&R	None
80	31.80	Dorset	Otter Creek	STATE	1	15.00	1	1	10.00	Ballast Deck	Slab	Cast-in-place Concrete	1911		VTR	B&R	None
83	36.35	Mount Tabor	Mill Brook	STATE	1	65.33	1	1	63.67	Open Deck	Thru Plate Girder	Cast-in-place Concrete	1903		VTR	B&R	None
85	37.69	Mount Tabor	Otter Creek	STATE	1	108.46	1	1	106.33	Open Deck	Thru Plate Girder	Cast-in-place Concrete	1903		VTR	B&R	None
86	37.72	Mount Tabor	Overflow	STATE	1	15.46	1	1	14.00	Open Deck	Deck Plate Girder	Stone	1919		VTR	B&R	None
87	40.58	Wallingford	Homer Stone Brook	STATE	1	47.00	1	1	43.00	Open Deck	Thru Plate Girder	Stone	1904		VTR	B&R	None
88	41.35	Wallingford	Otter Creek	STATE	1	160.00	2	1	76.00	Open Deck	Deck Plate Girder	Stone	1892		VTR	B&R	None
88	41.35	Wallingford	Otter Creek	STATE	1	160.00	2	2	76.00	Open Deck	Deck Plate Girder	Stone	1892		VTR	B&R	None
89	42.67	Wallingford	Otter Creek	STATE	1	92.58	1	1	90.25	Open Deck	Thru Plate Girder	Cast-in-place Concrete	1903		VTR	B&R	None
91	45.02	Wallingford	Roaring Brook	STATE	1	47.00	1	1	44.00	Open Deck	Thru Plate Girder	Stone	1902		VTR	B&R	None
92	46.31	Wallingford	Unnamed Stream	RAILROAD	1	16.00	1	1	14.00	Open Deck	Deck Plate Girder	Stone	1919		VTR	B&R	None
93	47.92	Clarendon	Mill Brook	STATE	1	116.00	1	1	114.00	Open Deck	Thru Truss	Stone	1903		VTR	B&R	None
94	48.01	Clarendon	Mill River	STATE	1	130.17	2	1	63.17	Open Deck	Thru Plate Girder	Cast-in-place Concrete	1903	1973	VTR	B&R	None
94	48.01	Clarendon	Mill River	STATE	1	130.17	2	2	63.17	Open Deck	Thru Plate Girder	Cast-in-place Concrete	1903	1973	VTR	B&R	None
95	48.11	Clarendon	Private Road / Cattle Pass	RAILROAD	1	13.00	1	1	11.00	Ballast Deck	Slab	Cast-in-place Concrete	1928		VTR	B&R	None
96	50.49	Clarendon	Unnamed Stream / Cattle Pass	STATE	1	45.33	1	1	43.67	Open Deck	Thru Plate Girder	Cast-in-place Concrete	1912		VTR	B&R	None
98	51.26	Clarendon	Unnamed Stream	STATE	1	54.00	1	1	48.00	Open Deck	Thru Plate Girder	Cast-in-place Concrete	1902		VTR	B&R	None
98.5	51.70	Clarendon	Overflow / Cattle Pass	STATE	1	37.00	1	1	33.00	Open Deck	Thru Plate Girder	Cast-in-place Concrete	1927		VTR	B&R	None
99	51.84	Clarendon	Cold River	STATE	1	112.00	1	1	108.00	Open Deck	Thru Plate Girder	Stone	1903		VTR	B&R	None
99.5	53.82	Rutland City	Moon Brook	RAILROAD	1	10.00	1	1	8.00	Open Deck	Slab	Stone	1923		VTR	B&R	None
101	0.30	Rockingham	Connecticut River Canal	STATE	1	170.00	1	1	167.00	Open Deck	Thru Truss	Cast-in-place Concrete	1926	2004	GMRC	Bellows Falls	None
103	1.70	Rockingham	Connecticut River Backwater	STATE	1	16.00	1	1	14.00	Ballast Deck	Slab	Cast-in-place Concrete	1924		GMRC	Bellows Falls	None
107	5.00	Rockingham	Williams River	STATE	1	191.00	2	1	94.33	Open Deck	Deck Truss	Stone	1894		GMRC	Bellows Falls	None
107	5.00	Rockingham	Williams River	STATE	1	191.00	2	2	94.33	Open Deck	Deck Truss	Precast Concrete	1894		GMRC	Bellows Falls	None
108	5.28	Rockingham	Parker Hill Road (TH 6)	RAILROAD	1	43.42	1	1	39.42	Open Deck	Beam Span	Precast Concrete	2012		GMRC	Bellows Falls	None
110	7.40	Rockingham	Williams River	STATE	1	97.00	1	1	95.00	Open Deck	Deck Plate Girder	Stone	1893		GMRC	Bellows Falls	None
111	7.70	Rockingham	Williams River	STATE	1	137.00	1	1	134.00	Open Deck	Thru Truss	Stone	1892		GMRC	Bellows Falls	None
112	8.60	Rockingham	Williams River	STATE	1	118.00	1	1	115.00	Open Deck	Thru Truss	Stone	1902		GMRC	Bellows Falls	None
114	10.95	Chester	Williams River	STATE	1	119.00	1	1	117.00	Open Deck	Thru Truss	Cast-in-place Concrete	1899	2012	GMRC	Bellows Falls	None
116	11.50	Chester	Cattle Pass	RAILROAD	1	16.00	1	1	15.00	Ballast Deck	Slab	Stone	1922	2006	GMRC	Bellows Falls	None
118	12.20	Chester	Williams River	STATE	1	239.25	2	1	114.75	Open Deck	Thru Truss	Stone	1903		GMRC	Bellows Falls	None
118	12.20	Chester	Williams River	STATE	1	239.25	2	2	108.50	Open Deck	Thru Plate Girder	Stone	1903		GMRC	Bellows Falls	None
119	12.80	Chester	Middle Branch Williams River	STATE	1	99.00	1	1	97.00	Open Deck	Thru Plate Girder	Stone	1897		GMRC	Bellows Falls	None
120	16.10	Chester	Whitmore Brook	STATE	1	16.00	1	1	12.00	Ballast Deck	Slab	Stone	1922	2006	GMRC	Bellows Falls	None
121	17.10	Chester	Williams River	STATE	1	100.00	1	1	98.00	Open Deck	Thru Plate Girder	Stone	1916	2011	GMRC	Bellows Falls	None
122	17.50	Chester	Williams River	STATE	1	89.00	1	1	87.00	Open Deck	Deck Plate Girder	Stone	1919		GMRC	Bellows Falls	None

Bridge Number	MP	Town	Feature Crossed	FRA Responsibility	Number Of Tracks	Structure Length	Number Of Spans	Span Number	Span Length	Deck	Superstructure	Substructure	Year Built	Year Renovated	Line Name	Subdivision	Branch
123	17.80	Chester	Williams River	STATE	1	89.00	1	1	86.00	Open Deck	Thru Plate Girder	Stone	1919		GMRC	Bellows Falls	None
124	18.20	Chester	Williams River	STATE	1	89.00	1	1	86.00	Open Deck	Thru Plate Girder	Stone	1903		GMRC	Bellows Falls	None
125	18.60	Chester	Williams River	STATE	1	90.00	1	1	84.00	Open Deck	Thru Plate Girder	Stone	1903		GMRC	Bellows Falls	None
126	20.48	Cavendish	Dutton Hill Road	RAILROAD	1	16.00	1	1	13.00	Open Deck	Beam Span	Stone	1919	2004	GMRC	Bellows Falls	None
127	21.06	Cavendish	Cavendish Gulf Road (TH 32)	RAILROAD	1	37.00	1	1	34.00	Open Deck	Deck Plate Girder	Stone	1893		GMRC	Bellows Falls	None
128	22.26	Cavendish	Mill Street (TH 4)	RAILROAD	1	24.00	1	1	19.00	Ballast Deck	Beam Span	Stone	1904		GMRC	Bellows Falls	None
130	23.70	Cavendish	Black River	STATE	1	142.00	1	1	136.00	Open Deck	Thru Truss	Cast-in-place Concrete	1897		GMRC	Bellows Falls	None
132	24.31	Cavendish	Black River	STATE	1	188.42	2	1	92.67	Open Deck	Thru Plate Girder	Stone	1893		GMRC	Bellows Falls	None
132	24.31	Cavendish	Black River	STATE	1	188.42	2	2	92.67	Open Deck	Thru Plate Girder	Stone	1893		GMRC	Bellows Falls	None
133	25.47	Ludlow	Unnamed Stream	STATE	2	73.50	1	1	12.42	Ballast Deck	Culvert	Stone	1919		GMRC	Bellows Falls	None
134	26.00	Ludlow	Unnamed Stream	STATE	1	64.00	1	1	62.00	Open Deck	Deck Plate Girder	Stone	1919		GMRC	Bellows Falls	None
135	27.29	Ludlow	Depot Street (TH 330)	RAILROAD	1	35.00	1	1	33.00	Open Deck	Deck Plate Girder	Stone	1902	1936	GMRC	Bellows Falls	None
136	27.46	Ludlow	Jewell Brook / VT 100 / Andover Street	STATE	1	286.00	2	1	141.75	Open Deck	Deck Truss	Stone	1895	1921	GMRC	Bellows Falls	None
136	27.46	Ludlow	Jewell Brook / VT 100 / Andover Street	STATE	1	286.00	2	2	141.75	Open Deck	Deck Truss	Stone	1895	1921	GMRC	Bellows Falls	None
137	28.00	Ludlow	Mountain Road (TH 3)	RAILROAD	1	97.50	3	1	23.67	Open Deck	Beam Span	Cast-in-place Concrete	1965		GMRC	Bellows Falls	None
137	28.00	Ludlow	Mountain Road (TH 3)	RAILROAD	1	97.50	3	2	44.83	Open Deck	Beam Span	Cast-in-place Concrete	1965		GMRC	Bellows Falls	None
137	28.00	Ludlow	Mountain Road (TH 3)	RAILROAD	1	97.50	3	3	23.67	Open Deck	Beam Span	Cast-in-place Concrete	1965		GMRC	Bellows Falls	None
137.5	29.09	Ludlow	Unnamed Stream	RAILROAD	1	0.00	1	1	7.33	Ballast Deck	Masonry Arch	Stone	1919		GMRC	Bellows Falls	None
138	29.65	Ludlow	Okemo Ridge Road	RAILROAD	1	0.00	1	1	0.00	Ballast Deck	Thru Plate Girder	Cast-in-place Concrete	2001		GMRC	Bellows Falls	None
139	29.90	Ludlow	Coleman Brook	STATE	1	15.00	1	1	13.00	Ballast Deck	Slab	Stone	1919		GMRC	Bellows Falls	None
140	32.77	Mount Holly	Branch Brook	STATE	1	72.00	1	1	14.75	Ballast Deck	Masonry Arch	Stone	1919	1944	GMRC	Bellows Falls	None
141	37.40	Mount Holly	Unnamed Stream	STATE	1	60.00	1	1	56.00	Open Deck	Thru Plate Girder	Stone	1902		GMRC	Bellows Falls	None
142	37.60	Mount Holly	Unnamed Stream	STATE	1	49.00	1	1	46.00	Open Deck	Thru Plate Girder	Cast-in-place Concrete	1902		GMRC	Bellows Falls	None
143	37.70	Mount Holly	Unnamed Stream	STATE	1	51.00	1	1	47.00	Open Deck	Thru Plate Girder	Stone	1902		GMRC	Bellows Falls	None
144	39.07	Mount Holly	Mill River / VT 155	STATE	1	112.00	1	1	105.00	Open Deck	Deck Plate Girder	Stone	1904		GMRC	Bellows Falls	None
144.5	39.50	Wallingford	Unnamed Stream	STATE	1	47.25	1	1	10.00	Ballast Deck	Masonry Arch	Stone	1919		GMRC	Bellows Falls	None
145	40.67	Wallingford	Mill River / VT 103	STATE	1	412.50	4	1	12.00	Open Deck	Masonry Arch	Stone	1895		GMRC	Bellows Falls	None
145	40.67	Wallingford	Mill River / VT 103	STATE	1	412.50	4	2	109.00	Open Deck	Deck Plate Girder	Stone	1895		GMRC	Bellows Falls	None
145	40.67	Wallingford	Mill River / VT 103	STATE	1	412.50	4	3	136.00	Open Deck	Deck Truss	Stone	1895		GMRC	Bellows Falls	None
145	40.67	Wallingford	Mill River / VT 103	STATE	1	412.50	4	4	125.75	Open Deck	Deck Truss	Stone	1895		GMRC	Bellows Falls	None
146	41.40	Wallingford	Freeman Brook	STATE	1	55.00	1	1	50.00	Open Deck	Deck Plate Girder	Stone	1903		GMRC	Bellows Falls	None
148	41.95	Shrewsbury	Unnamed Stream	STATE	1	21.00	1	1	10.25	Ballast Deck	Culvert	Cast-in-place Concrete	1918		GMRC	Bellows Falls	None
149	42.70	Shrewsbury	Cooks Pond Outlet	STATE	1	59.25	1	1	14.00	Ballast Deck	Masonry Arch	Stone	1919		GMRC	Bellows Falls	None
150	43.97	Shrewsbury	Smith Brook	STATE	1	61.00	1	1	14.00	Ballast Deck	Masonry Arch	Stone	1919		GMRC	Bellows Falls	None
151	44.90	Shrewsbury	Unnamed Stream	STATE	1	39.42	1	1	11.50	Ballast Deck	Masonry Arch	Stone	1919		GMRC	Bellows Falls	None
152	47.70	Clarendon	Unnamed Stream	STATE	1	17.00	1	1	10.00	Open Deck	Beam Span	Stone	1919	2006	GMRC	Bellows Falls	None
153	49.80	Clarendon	Cold River	STATE	1	136.00	1	1	133.00	Open Deck	Thru Truss	Stone	1902	2012	GMRC	Bellows Falls	None
201	54.65	Rutland City	Pine Street (TH 13)	RAILROAD	1	49.00	1	1	45.00	Open Deck	Deck Plate Girder	Stone	1893	2007	VTR	Northern	None
202	54.93	Rutland City	East Creek	STATE	1	135.75	2	1	35.00	Open Deck	Beam Span	Cast-in-place Concrete	1953	1982	VTR	Northern	None
202	54.93	Rutland City	East Creek	STATE	1	135.75	2	2	95.00	Open Deck	Deck Plate Girder	Cast-in-place Concrete	1953	1982	VTR	Northern	None
203	56.15	Rutland	VT 4A	RAILROAD	1	132.00	1	1	122.00	Ballast Deck	Thru Plate Girder	Cast-in-place Concrete	1919	1959	VTR	Northern	None
204	58.98	Proctor	Overflow	STATE	1	23.00	1	1	19.00	Ballast Deck	Slab	Cast-in-place Concrete	1932		VTR	Northern	None
205	59.10	Proctor	Otter Creek	STATE	1	241.33	2	1	84.00	Open Deck	Thru Plate Girder	Stone	1899	1932	VTR	Northern	None
205	59.10	Proctor	Otter Creek	STATE	1	241.33	2	2	153.50	Open Deck	Thru Truss	Stone	1899	1932	VTR	Northern	None
206	59.35	Proctor	Overflow	STATE	1	66.00	2	1	30.00	Ballast Deck	Slab	Cast-in-place Concrete	1934		VTR	Northern	None
206	59.35	Proctor	Overflow	STATE	1	66.00	2	2	30.00	Ballast Deck	Slab	Cast-in-place Concrete	1934		VTR	Northern	None
207	59.41	Proctor	Overflow	STATE	1	65.33	1	1	63.67	Open Deck	Thru Plate Girder	Cast-in-place Concrete	1903		VTR	Northern	None
212	61.22	Proctor	Pleasant Street (TH 15)	RAILROAD	1	29.00	1	1	27.00	Open Deck	Beam Span	Other	1919		VTR	Northern	None
214	63.31	Pittsford	Overflow	STATE	1	15.00	1	1	12.00	Ballast Deck	Slab	Cast-in-place Concrete	1914	2006	VTR	Northern	None
215	63.47	Pittsford	Otter Creek	STATE	1	206.25	2	1	101.08	Open Deck	Thru Plate Girder	Stone	1900	2010	VTR	Northern	None
215	63.47	Pittsford	Otter Creek	STATE	1	206.25	2	2	101.08	Open Deck	Thru Plate Girder	Stone	1900	2010	VTR	Northern	None
217	63.61	Pittsford	Overflow	STATE	1	12.00	1	1	10.00	Ballast Deck	Slab	Cast-in-place Concrete	1928		VTR	Northern	None
219	64.90	Pittsford	Otter Creek	STATE	1	210.25	2	1	133.25	Open Deck	Thru Truss	Stone	1900		VTR	Northern	None
219	64.90	Pittsford	Otter Creek	STATE	1	210.25	2	2	72.67	Open Deck	Thru Plate Girder	Stone	1900		VTR	Northern	None
220	67.23	Pittsford	Otter Creek	STATE	1	210.58	2	1	102.67	Open Deck	Thru Plate Girder	Stone	1899	1912	VTR	Northern	None
220	67.23	Pittsford	Otter Creek	STATE	1	210.58	2	2	102.67	Open Deck	Thru Plate Girder	Stone	1899	1912	VTR	Northern	None
222	70.85	Brandon	Neshobe River	STATE	1	67.00	1	1	64.00	Open Deck	Deck Plate Girder	Stone	1903	1946	VTR	Northern	None
227	75.72	Leicester	Overflow	STATE	1	14.00	1	1	11.00	Ballast Deck	Slab	Stone	1929		VTR	Northern	None
228	76.22	Leicester	Otter Creek	STATE	1	161.00	1	1	156.00	Open Deck	Thru Truss	Cast-in-place Concrete	1929		VTR	Northern	None
229	77.33	Leicester	Otter Creek	STATE	1	159.00	1	1	155.00	Open Deck	Thru Truss	Cast-in-place Concrete	1896	2011	VTR	Northern	None
230	77.47	Leicester	Overflow	STATE	1	54.00	1	1	50.00	Open Deck	Deck Plate Girder	Cast-in-place Concrete	1893		VTR	Northern	None
232	82.80	Salisbury	Overflow	STATE	1	84.50	4	1	19.75	Ballast Deck	Slab	Cast-in-place Concrete	1931	2013	VTR	Northern	None
232	82.80	Salisbury	Overflow	STATE	1	84.50	4	2	21.08	Ballast Deck	Slab	Cast-in-place Concrete	1931	2013	VTR	Northern	None
232	82.80	Salisbury	Overflow	STATE	1	84.50	4	3	21.08	Ballast Deck	Slab	Cast-in-place Concrete	1931	2013	VTR	Northern	None
232	82.80	Salisbury	Overflow	STATE	1	84.50	4	4	20.08	Ballast Deck	Slab	Cast-in-place Concrete	1931	2013	VTR	Northern	None
233	83.32	Middlebury	Otter Creek	STATE	1	142.00	1	1	140.33	Open Deck	Thru Truss	Cast-in-place Concrete	1896	2011	VTR	Northern	None
234	83.77	Middlebury	Overflow	STATE	1	70.50	3	1	20.25	Ballast Deck	Slab	Cast-in-place Concrete	1931	2013	VTR	Northern	None
234	83.77	Middlebury	Overflow	STATE	1	70.50	3	2	21.50	Ballast Deck	Slab	Cast-in-place Concrete	1931	2013	VTR	Northern	None
234	83.77	Middlebury	Overflow	STATE	1	70.50	3	3	20.33	Ballast Deck	Slab	Cast-in-place Concrete	1931	2013	VTR	Northern	None
235	83.88	Middlebury	Cattle Pass	RAILROAD	1	14.00	1	1	11.00	Ballast Deck	Slab	Stone	1931		VTR	Northern	None

Bridge Number	MP	Town	Feature Crossed	FRA Responsibility	Number Of Tracks	Structure Length	Number Of Spans	Span Number	Span Length	Deck	Superstructure	Substructure	Year Built	Year Renovated	Line Name	Subdivision	Branch
236	84.05	Middlebury	Overflow	STATE	1	19.00	2	1	7.00	Ballast Deck	Slab	Cast-in-place Concrete	1926		VTR	Northern	None
236	84.05	Middlebury	Overflow	STATE	1	19.00	2	2	7.00	Ballast Deck	Slab	Cast-in-place Concrete	1926		VTR	Northern	None
239	87.08	Middlebury	Otter Creek	STATE	1	235.00	1	1	231.00	Open Deck	Thru Truss	Cast-in-place Concrete	1893		VTR	Northern	None
241.5	87.73	Middlebury	Seymour Street (TH 5)	RAILROAD	1	48.00	1	1	42.00	Ballast Deck	Slab	Cast-in-place Concrete	1992		VTR	Northern	None
242	90.22	New Haven	Belden Falls Road (TH 32)	RAILROAD	1	16.00	1	1	14.00	Ballast Deck	Slab	Stone	1918		VTR	Northern	None
243	90.78	New Haven	New Haven River / Private Road	STATE	1	330.00	3	1	51.50	Open Deck	Deck Plate Girder	Stone	1896	2011	VTR	Northern	None
243	90.78	New Haven	New Haven River / Private Road	STATE	1	330.00	3	2	152.92	Open Deck	Deck Truss	Stone	1896	2011	VTR	Northern	None
243	90.78	New Haven	New Haven River / Private Road	STATE	1	330.00	3	3	93.00	Open Deck	Deck Truss	Stone	1896	2011	VTR	Northern	None
248	100.64	Ferrisburgh	VT 22A	RAILROAD	1	84.00	1	1	76.00	Ballast Deck	Thru Plate Girder	Cast-in-place Concrete	1996		VTR	Northern	None
249	102.41	Ferrisburgh	Little Otter Creek	STATE	1	145.33	3	1	14.79	Open Deck	Deck Plate Girder	Cast-in-place Concrete	1903		VTR	Northern	None
249	102.41	Ferrisburgh	Little Otter Creek	STATE	1	145.33	3	2	111.00	Open Deck	Deck Plate Girder	Cast-in-place Concrete	1903		VTR	Northern	None
249	102.41	Ferrisburgh	Little Otter Creek	STATE	1	145.33	3	3	14.79	Open Deck	Deck Plate Girder	Cast-in-place Concrete	1903		VTR	Northern	None
252	105.19	Ferrisburgh	Lewis Creek	STATE	1	98.00	1	1	94.00	Open Deck	Deck Plate Girder	Stone	1899		VTR	Northern	None
252.3	106.06	Ferrisburgh	Kimball Brook	STATE	1	33.00	1	1	10.75	Ballast Deck	Masonry Arch	Stone	1919		VTR	Northern	None
252.7	107.14	Charlotte	Thorpe Brook	STATE	1	61.00	1	1	10.50	Ballast Deck	Masonry Arch	Stone	1919		VTR	Northern	None
258	111.20	Charlotte	Greenbush Road (TH 4)	RAILROAD	1	45.00	1	1	40.00	Ballast Deck	Thru Plate Girder	Cast-in-place Concrete	1911		VTR	Northern	None
259	112.22	Charlotte	Cattle Pass	RAILROAD	1	11.00	1	1	8.00	Open Deck	Beam Span	Cast-in-place Concrete	1919		VTR	Northern	None
260	112.92	Shelburne	Cattle Pass	RAILROAD	1	15.00	1	1	13.00	Ballast Deck	Slab	Stone	1979		VTR	Northern	None
260.5	114.17	Shelburne	Mccabes Brook	STATE	1	75.33	1	1	12.00	Ballast Deck	Masonry Arch	Stone	1919		VTR	Northern	None
261	115.50	Shelburne	La Platte River	STATE	1	107.00	1	1	92.00	Open Deck	Deck Plate Girder	Stone	1902		VTR	Northern	None
261.3	116.50	Shelburne	Bay Road (TH 1)	RAILROAD	1	39.00	1	1	36.00	Ballast Deck	Thru Plate Girder	Cast-in-place Concrete	1912		VTR	Northern	None
261.7	116.99	Shelburne	Munroe Brook	RAILROAD	1	12.00	1	1	9.00	Ballast Deck	Masonry Arch	Stone	1919		VTR	Northern	None
262	119.60	South Burlington	Potash Brook	STATE	1	116.00	1	1	16.00	Ballast Deck	Culvert	Cast-in-place Concrete	1978		VTR	Northern	None
264	120.80	Burlington	Lakeside Avenue (TH 255)	RAILROAD	2	47.00	3	1	0.00	Open Deck	Beam Span	Cast-in-place Concrete	1984		VTR	Northern	None
264	120.80	Burlington	Lakeside Avenue (TH 255)	RAILROAD	2	47.00	3	2	26.00	Open Deck	Beam Span	Cast-in-place Concrete	1984		VTR	Northern	None
264	120.80	Burlington	Lakeside Avenue (TH 255)	RAILROAD	2	47.00	3	3	0.00	Open Deck	Beam Span	Cast-in-place Concrete	1984		VTR	Northern	None
265	121.32	Burlington	Old Barge Canal	STATE	2	34.00	1	1	28.00	Open Deck	Beam Span	Cast-in-place Concrete	1920		VTR	Northern	None
303	1.04	Montpelier	Winooski River	STATE	1	260.00	2	1	119.40	Open Deck	Thru Truss	Stone	1903	1992	WACR	Montpelier & Barre	None
303	1.04	Montpelier	Winooski River	STATE	1	260.00	2	2	119.40	Open Deck	Thru Truss	Stone	1903	1992	WACR	Montpelier & Barre	None
304	1.28	Montpelier	North Branch Winooski River	STATE	1	151.00	1	1	149.33	Open Deck	Thru Truss	Stone	1909		WACR	Montpelier & Barre	None
305	2.31	Montpelier	Winooski River	STATE	1	230.00	3	1	80.08	Open Deck	Thru Plate Girder	Cast-in-place Concrete	1925		WACR	Montpelier & Barre	None
305	2.31	Montpelier	Winooski River	STATE	1	230.00	3	2	80.08	Open Deck	Thru Plate Girder	Cast-in-place Concrete	1925		WACR	Montpelier & Barre	None
305	2.31	Montpelier	Winooski River	STATE	1	230.00	3	3	62.58	Open Deck	Thru Plate Girder	Cast-in-place Concrete	1925		WACR	Montpelier & Barre	None
306	3.15	Montpelier	Winooski River	STATE	1	147.00	1	1	144.00	Open Deck	Thru Truss	Cast-in-place Concrete	1902	1924	WACR	Montpelier & Barre	None
307	3.50	Montpelier - Berlin	Winooski River	STATE	1	112.00	1	1	105.00	Open Deck	Thru Truss	Cast-in-place Concrete	1932		WACR	Montpelier & Barre	None
308	6.90	Barre City	Stevens Branch	STATE	1	94.00	3	1	29.00	Open Deck	Beam Span	Timber	1950	2013	WACR	Montpelier & Barre	None
308	6.90	Barre City	Stevens Branch	STATE	1	94.00	3	2	29.00	Open Deck	Beam Span	Timber	1950	2013	WACR	Montpelier & Barre	None
308	6.90	Barre City	Stevens Branch	STATE	1	94.00	3	3	29.00	Open Deck	Beam Span	Timber	1950	2013	WACR	Montpelier & Barre	None
309	7.29	Barre City	Gunners Brook	STATE	1	33.00	1	1	30.00	Open Deck	Beam Span	Steel Pile	1990		WACR	Montpelier & Barre	None
310	8.42	Barre City	Jail Branch	STATE	1	86.17	1	1	79.08	Open Deck	Deck Plate Girder	Stone	1908		WACR	Montpelier & Barre	None
311	8.50	Barre City	Boynton Street (TH 129)	STATE	1	26.00	1	1	24.75	Open Deck	Deck Plate Girder	Stone	1910		WACR	Montpelier & Barre	None
501	40.73	Hartford	White River	STATE	1	387.00	3	1	123.50	Open Deck	Thru Plate Girder	Stone	1936	2011	WACR	Bradford	None
501	40.73	Hartford	White River	STATE	1	387.00	3	2	123.50	Open Deck	Thru Plate Girder	Stone	1936	2011	WACR	Bradford	None
501	40.73	Hartford	White River	STATE	1	387.00	3	3	123.50	Open Deck	Thru Plate Girder	Cast-in-place Concrete	1936	2011	WACR	Bradford	None
502	40.57	Hartford	US 4 / Maple Street (TH 1)	RAILROAD	1	54.00	2	1	20.83	Open Deck	Deck Plate Girder	Stone	1921		WACR	Bradford	None
502	40.57	Hartford	US 4 / Maple Street (TH 1)	RAILROAD	1	54.00	2	2	30.25	Open Deck	Deck Plate Girder	Stone	1921		WACR	Bradford	None
503	38.21	Hartford	Dothan Brook	STATE	1	19.00	1	1	19.00	Ballast Deck	Masonry Arch	Stone	1847		WACR	Bradford	None
504	37.01	Norwich	Montshire Bridge	RAILROAD	1	12.00	1	1	12.00	Ballast Deck	Culvert	Cast-in-place Concrete	1999		WACR	Bradford	None
505	36.87	Norwich	Bloody Brook	STATE	1	28.50	1	1	39.00	Ballast Deck	Masonry Arch	Stone	1894		WACR	Bradford	None
506	31.66	Norwich	Ompompanoosuc River	STATE	1	132.00	1	1	126.00	Open Deck	Thru Truss	Stone	1911		WACR	Bradford	None
507	28.34	Thetford	Zebedee Brook	STATE	1	56.00	1	1	16.00	Ballast Deck	Culvert	Cast-in-place Concrete	1928		WACR	Bradford	None
508	23.17	Thetford	Roaring Brook	RAILROAD	1	7.00	2	1	6.00	Ballast Deck	Culvert	Stone	1919		WACR	Bradford	None
508	23.17	Thetford	Roaring Brook	RAILROAD	1	7.00	2	2	6.00	Ballast Deck	Culvert	Stone	1919		WACR	Bradford	None
509	21.94	Fairlee	Unnamed Stream	RAILROAD	1	10.00	2	1	4.00	Ballast Deck	Culvert	Stone	1919		WACR	Bradford	None
509	21.94	Fairlee	Unnamed Stream	RAILROAD	1	10.00	2	2	4.00	Ballast Deck	Culvert	Stone	1919		WACR	Bradford	None
510	20.96	Fairlee	Unnamed Stream	STATE	1	10.00	1	1	7.50	Ballast Deck	Masonry Arch	Stone	1919		WACR	Bradford	None
512	15.85	Fairlee	Farm Crossing	RAILROAD	1	13.00	1	1	11.58	Ballast Deck	Slab	Stone	1930		WACR	Bradford	None
513	12.76	Bradford	Waits River	STATE	1	162.00	1	1	154.00	Open Deck	Thru Truss	Stone	1911		WACR	Bradford	None
514	10.24	Bradford	Roaring Brook	STATE	1	44.00	1	1	38.00	Ballast Deck	Deck Plate Girder	Cast-in-place Concrete	1928		WACR	Bradford	None
515	10.11	Bradford	Cattle Pass	RAILROAD	1	19.00	1	1	13.17	Ballast Deck	Slab	Cast-in-place Concrete	1929		WACR	Bradford	None
516	9.82	Bradford	Cattle Pass	RAILROAD	1	25.00	1	1	12.50	Open Deck	Beam Span	Stone	1933		WACR	Bradford	None
517	9.38	Newbury	Halls Brook	STATE	1	36.00	2	1	12.00	Ballast Deck	Slab	Cast-in-place Concrete	1931		WACR	Bradford	None
517	9.38	Newbury	Halls Brook	STATE	1	36.00	2	2	21.00	Ballast Deck	Slab	Cast-in-place Concrete	1931		WACR	Bradford	None
518	6.74	Newbury	Cattle Pass	RAILROAD	1	12.50	1	1	7.50	Open Deck	Beam Span	Stone	1928		WACR	Bradford	None
519	5.89	Newbury	Cattle Pass	RAILROAD	1	16.75	1	1	12.00	Open Deck	Beam Span	Stone	1928		WACR	Bradford	None
520	5.65	Newbury	Harriman Brook	STATE	1	21.00	1	1	19.00	Open Deck	Deck Plate Girder	Cast-in-place Concrete	1914		WACR	Bradford	None
521	0.89	Newbury	Elm Street (TH 407)	RAILROAD	1	21.50	1	1	18.00	Open Deck	Beam Span	Stone	1928		WACR	Bradford	None
522	0.59	Newbury	Wells River / US 302	STATE	1	112.00	2	1	42.00	Open Deck	Deck Plate Girder	Cast-in-place Concrete	1911	1984	WACR	Bradford	None
522	0.59	Newbury	Wells River / US 302	STATE	1	112.00	2	2	63.00	Open Deck	Deck Plate Girder	Cast-in-place Concrete	1911	1984	WACR	Bradford	None
524	60.50	Ryegate	Unnamed Stream	STATE	1	20.00	1	1	17.00	Open Deck	Beam Span	Stone	1919		WACR	Lyndonville	None

Bridge Number	MP	Town	Feature Crossed	FRA Responsibility	Number Of Tracks	Structure Length	Number Of Spans	Span Number	Span Length	Deck	Superstructure	Substructure	Year Built	Year Renovated	Line Name	Subdivision	Branch
525	55.75	Barnet	Monroe Road (TH 7)	RAILROAD	1	26.00	1	1	22.00	Ballast Deck	Slab	Stone	1919	1984	WACR	Lyndonville	None
526	53.40	Barnet	Stevens River	STATE	1	48.00	1	1	44.00	Open Deck	Deck Plate Girder	Stone	1912		WACR	Lyndonville	None
527	52.90	Barnet	Overflow	STATE	1	26.00	1	1	21.00	Open Deck	Deck Plate Girder	Stone	1912		WACR	Lyndonville	None
528	52.60	Barnet	Overflow	STATE	1	26.00	1	1	22.00	Open Deck	Beam Span	Stone	1917		WACR	Lyndonville	None
529	50.30	Barnet	Passumpsic River	STATE	1	186.75	2	1	154.17	Open Deck	Thru Truss	Stone	1911		WACR	Lyndonville	None
529	50.30	Barnet	Passumpsic River	STATE	1	186.75	2	2	28.67	Open Deck	Deck Plate Girder	Stone	1911		WACR	Lyndonville	None
530	49.50	Barnet	Passumpsic River	STATE	1	160.00	1	1	154.00	Open Deck	Thru Truss	Stone	1891		WACR	Lyndonville	None
531	49.40	Barnet	Joes Brook	STATE	1	72.00	1	1	66.00	Ballast Deck	Thru Plate Girder	Stone	1921		WACR	Lyndonville	None
532	49.00	Barnet	Passumpsic River	STATE	1	160.00	1	1	154.00	Open Deck	Thru Truss	Stone	1911		WACR	Lyndonville	None
533	48.90	Barnet	Passumpsic River	STATE	1	156.00	1	1	151.00	Open Deck	Thru Truss	Stone	1914		WACR	Lyndonville	None
534	48.20	Barnet	Water Andric	STATE	1	21.50	1	1	12.50	Ballast Deck	Masonry Arch	Cast-in-place Concrete	1914		WACR	Lyndonville	None
535	47.10	Barnet	Passumpsic River	STATE	1	190.00	1	1	177.00	Open Deck	Thru Truss	Stone	1895	2012	WACR	Lyndonville	None
536	46.70	Barnet	Passumpsic River	STATE	1	159.00	1	1	155.00	Open Deck	Thru Truss	Stone	1914		WACR	Lyndonville	None
537	46.00	Waterford	Passumpsic River	STATE	1	159.00	1	1	155.00	Open Deck	Thru Truss	Stone	1924		WACR	Lyndonville	None
538	44.60	St. Johnsbury	Passumpsic River	STATE	1	237.80	2	1	116.00	Open Deck	Thru Truss	Stone	1924	1980	WACR	Lyndonville	None
538	44.60	St. Johnsbury	Passumpsic River	STATE	1	237.80	2	2	116.00	Open Deck	Thru Truss	Stone	1924	1980	WACR	Lyndonville	None
539	44.40	St. Johnsbury	Sleepers Brook	STATE	1	49.00	1	1	45.00	Open Deck	Thru Plate Girder	Stone	1911		WACR	Lyndonville	None
540	43.40	St. Johnsbury	Mill Street (TH 540)	RAILROAD	1	21.50	1	1	19.17	Ballast Deck	Beam Span	Stone	1919	1959	WACR	Lyndonville	None
541	36.70	Lyndon	Passumpsic River	STATE	1	111.00	1	1	103.00	Open Deck	Thru Truss	Stone	1898		WACR	Lyndonville	None
542	33.60	Lyndon	Passumpsic River	STATE	1	84.00	1	1	80.00	Open Deck	Thru Plate Girder	Stone	1912		WACR	Lyndonville	None
543	31.60	Lyndon	West Branch Passumpsic River	STATE	1	48.00	1	1	45.00	Open Deck	Deck Plate Girder	Stone	1912		WACR	Lyndonville	None
544	30.60	Burke	West Branch Passumpsic River	STATE	1	37.00	1	1	33.00	Open Deck	Thru Plate Girder	Cast-in-place Concrete	1913		WACR	Lyndonville	None
545	30.40	Burke	West Branch Passumpsic River	STATE	1	36.00	1	1	33.00	Ballast Deck	Beam Span	Cast-in-place Concrete	1915	1985	WACR	Lyndonville	None
546	30.20	Burke	West Branch Passumpsic River	STATE	1	35.00	1	1	32.00	Ballast Deck	Beam Span	Cast-in-place Concrete	1914	1979	WACR	Lyndonville	None
547	30.10	Burke	West Branch Passumpsic River	STATE	1	36.00	1	1	32.00	Ballast Deck	Beam Span	Cast-in-place Concrete	1915	1979	WACR	Lyndonville	None
548	29.90	Burke	West Branch Passumpsic River	STATE	1	38.00	1	1	36.00	Ballast Deck	Beam Span	Cast-in-place Concrete	1914	1977	WACR	Lyndonville	None
549	29.70	Burke	West Branch Passumpsic River	STATE	1	36.00	1	1	31.00	Open Deck	Deck Plate Girder	Cast-in-place Concrete	1914		WACR	Lyndonville	None
549.5	29.20	Burke	Roundy Brook	STATE	1	21.00	1	1	25.00	Ballast Deck	Masonry Arch	Stone	1919		WACR	Lyndonville	None
550	28.80	Burke	West Branch Passumpsic River	STATE	1	26.00	1	1	24.00	Ballast Deck	Masonry Arch	Cast-in-place Concrete	1912		WACR	Lyndonville	None
551	26.50	Sutton	Sutton River	STATE	1	29.00	1	1	24.00	Open Deck	Beam Span	Cast-in-place Concrete	1929		WACR	Lyndonville	None
552	20.56	Sutton	Underpass Road (TH 1)	RAILROAD	1	25.00	1	1	23.67	Ballast Deck	Slab	Stone	1915	1984	WACR	Lyndonville	None
553	18.85	Barton	Annis Brook	RAILROAD	1	12.50	1	1	10.08	Open Deck	Beam Span	Stone	1919	2013	WACR	Lyndonville	None
554	14.25	Barton	Willoughby Brook	STATE	1	27.00	1	1	23.00	Open Deck	Deck Plate Girder	Stone	1911		WACR	Lyndonville	None
555	13.87	Barton	Harrison Avenue (TH 408)	RAILROAD	1	20.67	1	1	19.83	Open Deck	Beam Span	Stone	1915	1968	WACR	Lyndonville	None
556	13.76	Barton	Lincoln Avenue (TH 413)	RAILROAD	1	19.17	1	1	16.50	Open Deck	Beam Span	Stone	1919	1977	WACR	Lyndonville	None
556.3	12.75	Barton	Barton River	STATE	1	85.00	1	1	31.00	Ballast Deck	Masonry Arch	Stone	1919		WACR	Lyndonville	None
556.5	12.50	Barton	Barton River	STATE	1	0.00	1	1	0.00	Ballast Deck	Masonry Arch	Stone	1919		WACR	Lyndonville	None
557	10.20	Barton	Barton River	STATE	1	80.00	1	1	77.00	Open Deck	Thru Plate Girder	Cast-in-place Concrete	1924		WACR	Lyndonville	None
558	10.10	Barton	Overflow	STATE	1	18.00	1	1	15.00	Open Deck	Other	Cast-in-place Concrete	1955	1969	WACR	Lyndonville	None
559	9.30	Barton	Barton River	STATE	2	85.00	1	1	80.00	Open Deck	Thru Plate Girder	Cast-in-place Concrete	1920		WACR	Lyndonville	None
560	9.05	Barton	Barton River	STATE	2	73.00	1	1	66.00	Open Deck	Thru Plate Girder	Cast-in-place Concrete	1912		WACR	Lyndonville	None
561	6.90	Coventry	Overflow	STATE	1	38.00	5	1	6.00	Ballast Deck	Culvert	Other	2005		WACR	Lyndonville	None
561	6.90	Coventry	Overflow	STATE	1	38.00	5	2	9.00	Ballast Deck	Culvert	Other	2005		WACR	Lyndonville	None
561	6.90	Coventry	Overflow	STATE	1	38.00	5	3	9.00	Ballast Deck	Culvert	Other	2005		WACR	Lyndonville	None
561	6.90	Coventry	Overflow	STATE	1	38.00	5	4	9.00	Ballast Deck	Culvert	Other	2005		WACR	Lyndonville	None
561	6.90	Coventry	Overflow	STATE	1	38.00	5	5	5.00	Ballast Deck	Culvert	Other	2005		WACR	Lyndonville	None
562	6.80	Coventry	Barton River	STATE	1	52.00	1	1	50.00	Open Deck	Thru Plate Girder	Cast-in-place Concrete	1912		WACR	Lyndonville	None
563	6.30	Coventry	Overflow	STATE	1	14.00	1	1	13.00	Open Deck	Timber Trestle	Timber	1919		WACR	Lyndonville	None
564	6.00	Coventry	Overflow	STATE	1	60.08	4	1	15.08	Open Deck	Timber Trestle	Timber	1986		WACR	Lyndonville	None
564	6.00	Coventry	Overflow	STATE	1	60.08	4	2	14.92	Open Deck	Timber Trestle	Timber	1986		WACR	Lyndonville	None
564	6.00	Coventry	Overflow	STATE	1	60.08	4	3	15.08	Open Deck	Timber Trestle	Timber	1986		WACR	Lyndonville	None
564	6.00	Coventry	Overflow	STATE	1	60.08	4	4	15.00	Open Deck	Timber Trestle	Timber	1986		WACR	Lyndonville	None
565	5.90	Coventry	Barton River	STATE	1	120.00	8	1	15.08	Open Deck	Timber Trestle	Timber	1982	1986	WACR	Lyndonville	None
565	5.90	Coventry	Barton River	STATE	1	120.00	8	2	15.00	Open Deck	Timber Trestle	Timber	1982	1986	WACR	Lyndonville	None
565	5.90	Coventry	Barton River	STATE	1	120.00	8	3	14.83	Open Deck	Timber Trestle	Timber	1982	1986	WACR	Lyndonville	None
565	5.90	Coventry	Barton River	STATE	1	120.00	8	4	15.00	Open Deck	Timber Trestle	Timber	1982	1986	WACR	Lyndonville	None
565	5.90	Coventry	Barton River	STATE	1	120.00	8	5	15.00	Open Deck	Timber Trestle	Timber	1982	1986	WACR	Lyndonville	None
565	5.90	Coventry	Barton River	STATE	1	120.00	8	6	15.00	Open Deck	Timber Trestle	Timber	1982	1986	WACR	Lyndonville	None
565	5.90	Coventry	Barton River	STATE	1	120.00	8	7	15.00	Open Deck	Timber Trestle	Timber	1982	1986	WACR	Lyndonville	None
565	5.90	Coventry	Barton River	STATE	1	120.00	8	8	15.08	Open Deck	Timber Trestle	Timber	1982	1986	WACR	Lyndonville	None
566	4.80	Coventry	Overflow	STATE	1	30.08	2	1	14.42	Open Deck	Timber Trestle	Timber	1986		WACR	Lyndonville	None
566	4.80	Coventry	Overflow	STATE	1	30.08	2	2	14.50	Open Deck	Timber Trestle	Timber	1986		WACR	Lyndonville	None
567	3.10	Coventry	Barton River	STATE	1	105.33	7	1	14.40	Open Deck	Timber Trestle	Timber	1987	2006	WACR	Lyndonville	None
567	3.10	Coventry	Barton River	STATE	1	105.33	7	2	14.96	Open Deck	Timber Trestle	Timber	1987	2006	WACR	Lyndonville	None
567	3.10	Coventry	Barton River	STATE	1	105.33	7	3	14.92	Open Deck	Timber Trestle	Timber	1987	2006	WACR	Lyndonville	None
567	3.10	Coventry	Barton River	STATE	1	105.33	7	4	15.09	Open Deck	Timber Trestle	Timber	1987	2006	WACR	Lyndonville	None
567	3.10	Coventry	Barton River	STATE	1	105.33	7	5	14.82	Open Deck	Timber Trestle	Timber	1987	2006	WACR	Lyndonville	None
567	3.10	Coventry	Barton River	STATE	1	105.33	7	6	14.79	Open Deck	Timber Trestle	Timber	1987	2006	WACR	Lyndonville	None
567	3.10	Coventry	Barton River	STATE	1	105.33	7	7	14.52	Open Deck	Timber Trestle	Timber	1987	2006	WACR	Lyndonville	None

Bridge Number	MP	Town	Feature Crossed	FRA Responsibility	Number Of Tracks	Structure Length	Number Of Spans	Span Number	Span Length	Deck	Superstructure	Substructure	Year Built	Year Rennovated	Line Name	Subdivision	Branch
568	2.20	Coventry	Cobb Brook	STATE	1	160.67	11	1	14.25	Open Deck	Timber Trestle	Timber	1925	2006	WACR	Lyndonville	None
568	2.20	Coventry	Cobb Brook	STATE	1	160.67	11	2	14.67	Open Deck	Timber Trestle	Timber	1925	2006	WACR	Lyndonville	None
568	2.20	Coventry	Cobb Brook	STATE	1	160.67	11	3	12.83	Open Deck	Timber Trestle	Timber	1925	2006	WACR	Lyndonville	None
568	2.20	Coventry	Cobb Brook	STATE	1	160.67	11	4	13.92	Open Deck	Timber Trestle	Timber	1925	2006	WACR	Lyndonville	None
568	2.20	Coventry	Cobb Brook	STATE	1	160.67	11	5	14.92	Open Deck	Timber Trestle	Timber	1925	2006	WACR	Lyndonville	None
568	2.20	Coventry	Cobb Brook	STATE	1	160.67	11	6	14.92	Open Deck	Timber Trestle	Timber	1925	2006	WACR	Lyndonville	None
568	2.20	Coventry	Cobb Brook	STATE	1	160.67	11	7	14.17	Open Deck	Timber Trestle	Timber	1925	2006	WACR	Lyndonville	None
568	2.20	Coventry	Cobb Brook	STATE	1	160.67	11	8	16.42	Open Deck	Timber Trestle	Timber	1925	2006	WACR	Lyndonville	None
568	2.20	Coventry	Cobb Brook	STATE	1	160.67	11	9	14.67	Open Deck	Timber Trestle	Timber	1925	2006	WACR	Lyndonville	None
568	2.20	Coventry	Cobb Brook	STATE	1	160.67	11	10	14.75	Open Deck	Timber Trestle	Timber	1925	2006	WACR	Lyndonville	None
568	2.20	Coventry	Cobb Brook	STATE	1	160.67	11	11	14.00	Open Deck	Timber Trestle	Timber	1925	2006	WACR	Lyndonville	None
600	0.96	Hoosick	Walloomsac River	STATE	1	294.00	3	1	42.00	Open Deck	Deck Plate Girder	Stone	1910		VTR	Hoosick	None
600	0.96	Hoosick	Walloomsac River	STATE	1	294.00	3	2	138.00	Open Deck	Deck Truss	Stone	1910		VTR	Hoosick	None
600	0.96	Hoosick	Walloomsac River	STATE	1	294.00	3	3	109.00	Open Deck	Deck Truss	Stone	1910		VTR	Hoosick	None
601	1.08	Hoosick	NY 22	RAILROAD	1	68.00	1	1	65.00	Ballast Deck	Thru Plate Girder	Cast-in-place Concrete	1932		VTR	Hoosick	None
602	3.56	Hoosick	Walloomsac River	STATE	1	130.00	1	1	127.00	Ballast Deck	Thru Plate Girder	Stone	1930		VTR	Hoosick	None
603	3.64	Hoosick	Cottrell Road	RAILROAD	1	44.00	1	1	42.00	Open Deck	Deck Plate Girder	Stone	1919		VTR	Hoosick	None
605	4.50	Hoosick	Walloomsac River / NY 67	STATE	1	489.00	6	1	38.00	Open Deck	Deck Plate Girder	Stone	1914		VTR	Hoosick	None
605	4.50	Hoosick	Walloomsac River / NY 67	STATE	1	489.00	6	2	57.00	Open Deck	Deck Plate Girder	Other	1914		VTR	Hoosick	None
605	4.50	Hoosick	Walloomsac River / NY 67	STATE	1	489.00	6	3	144.00	Open Deck	Deck Truss	Stone	1914		VTR	Hoosick	None
605	4.50	Hoosick	Walloomsac River / NY 67	STATE	1	489.00	6	4	144.00	Open Deck	Deck Truss	Stone	1914		VTR	Hoosick	None
605	4.50	Hoosick	Walloomsac River / NY 67	STATE	1	489.00	6	5	44.00	Open Deck	Deck Plate Girder	Stone	1914		VTR	Hoosick	None
605	4.50	Hoosick	Walloomsac River / NY 67	STATE	1	489.00	6	6	44.00	Open Deck	Deck Plate Girder	Other	1914		VTR	Hoosick	None

Appendix D:

VTrans Railroad Bridge Inspection Safety

Best Management Practices

State of Vermont
Rail Program
Web: <http://rail.vermont.gov/>

Agency of Transportation
One National Life Drive
Montpelier, VT 05633-5001

Best Management Practice: Railroad Bridge Inspection Safety

Effective Date: 5/23/14

VTrans Authorized Signature: 
Director of Policy, Planning & Intermodal Development

VTRANS STATE RAIL SYSTEM

BEST MANAGEMENT PRACTICES (BMPs)

PURPOSE STATEMENTS

Inspecting railroad bridges is a requirement of the Federal Railroad Administration (FRA) as part of each track owner's bridge management program. This task must be performed annually to meet 49 CFR Part 237.

The VTrans Railroad Bridge Inspection Safety BMP (RBIS BMP) guides inspection activities to:

- Define appropriate safety measures and considerations for railroad bridge inspectors;
- Prevent injuries or illness to railroad bridge inspectors during the inspection process; and
- Comply with VTrans Policy and Federal or State rules and regulations.

GUIDING PRINCIPLES

This BMP has several guiding principles:

- VTrans safety policies;
- State and Federal Regulatory Requirements;
- Provide a Safe and Healthy work site during the Railroad Bridge Inspection process.

REGULATORY REQUIREMENTS

This RBIS BMP is not intended as a complete manual on safety and health, but as a guide. Failure to include some safety and health standards does not give license to ignore such standards. VTrans intends to make reasonable efforts to comply with Occupational Health and Safety laws and other statutory requirements.

The FRA regulations for personnel safety cover all work done on or within the recognized railroad property. The MUTCD defines the proper temporary traffic control measures that may be needed at some railroad bridge locations. The OSHA regulations cover the safety of VTrans personnel working outside of the FRA-defined work zone.

GENERAL PROVISIONS

The Railroad Bridge Inspection Program as defined here includes:

- Inspection personnel safety considerations; and
- The documentation, including standard forms or formats.

PROCEDURES

SAFETY OVERVIEW

VTrans personnel will define the specific hazards at each railroad bridge using a Job Safety Analysis (JSA). The VTrans Designated Railroad Bridge Inspector will complete this form (Appendix 1) on the day of the inspection and on location. This will enable the inspector(s) to identify and address the hazards that exist at the time the inspection is to occur. The JSA will cover all potential hazards at each site. A separate Working Over or Near Water plan is not required if this hazard is taken into account on the JSA. A pre-inspection visit to the site prior to the inspection itself may be necessary to plan for proper safety equipment. Railroad bridge inspectors will require certification in the use of fall protection harnesses prior to conducting railroad bridge inspections. The VTrans Safety Officer will provide assistance to ensure the safety procedures for railroad bridge inspectors are kept current. VTrans staff will adhere to the FRA's Bridge Worker Safety Standards (49 CFR §§ 214.101 - 214.117) during the inspection process, including applicable exemptions for these bridge inspections. VTrans will provide its staff with personal protective equipment (PPE). The PPE requirements are detailed below.

ROLES AND RESPONSIBILITIES

All VTrans personnel and visitors on a site must comply with the requirements of this BMP during this inspection task. The responsibility for the prevention of accidents rests with managers, supervisors, and all employees. The specific responsibilities and authority of all personnel on this site during this inspection process is as follows:

- The Designated Railroad Bridge Inspector (RBI) is the competent person and has the responsibility and authority to oversee and monitor the performance of all site personnel for the proper implementation of this RBIS BMP. The RBI ensures Personal Protective Equipment (PPE) is inspected and used properly by all personnel on site as required by their task(s). The RBI conducts a pre-inspection safety briefing and confirms that all equipment is in proper working order.
- The Snooper Operator (SO) has the responsibility of performing a thorough pre-trip check of the aerial lift as defined by the manufacturer. The SO will check wheels, hydraulics, and lift basket visually and physically. For example, the SO will check lug nuts to confirm that all are present and tight. A separate Snooper form is used, (Appendix 3).

VTrans railroad bridge inspection staff should inform the Operations District of their presence during railroad bridge inspections. A quick call or email to the District Project Manager will suffice.

TRAINING REQUIREMENTS

- Job Safety Analysis (JSA)
- Job Briefings
- Fall Protection
- Use of PPE
- Emergency response training
- Working Over or Near Water
- Heat and cold stress prevention
- Working safely around heavy equipment
- General Code of Operating Rules (GCOR)

RAILROAD BRIDGE INSPECTION JOB SAFETY ANALYSIS

VTrans bridge inspection personnel must prepare the Job Safety Analysis form (Appendix 1) during the planning process for each inspection. A pre-inspection site visit may be necessary to determine some of the hazards inherent at any location. This is especially true in situations with the first use of any particular heavy equipment, new personnel, etc. The form is completed and reviewed prior to inclusion at the Job Briefing for each inspection. Adjustments for necessary changes may occur on site. These changes may be necessary, for example, due to weather or water level differences that occur immediately prior to or during this inspection.

JOB BRIEFINGS

VTrans staff participating in railroad bridge inspections must conduct Pre-Inspection discussions to ensure full understanding of the inspection requirements by all participants. These Job Briefings are documented, signed by participants, and saved for each Railroad Bridge. If changes are necessary, these are made to this document and saved for future inspections. They are referenced for subsequent inspections of the same railroad bridges to ensure continuity. The Job Briefing template can be found in Appendix 2. The Snooper and all accompanying equipment are inspected by the SO using the Snooper Inspection Checklist, Appendix 3, of this document.

FALL PROTECTION

On the Railroad Bridge, 49 CFR § 214.105 (Fall protection systems standards and practices) shall be followed. Fall protection is not needed when working between the rails. Personal Fall Protection is required when the working height is at 12 feet or more above the surface of the ground or water. The VTTC provides training on donning and using Fall Protection. VTrans employees who participate in railroad bridge inspections must take a class that certifies an employee to use the fall protection (harnesses and lanyards, for example) upon hire. Annually thereafter, this training should be reviewed with the railroad bridge inspectors to ensure their knowledge of the OSHA and FRA requirements as well as use of this equipment. Each VTrans railroad bridge inspector will inspect their harnesses and lanyards prior to each use. Do not use the equipment when deterioration is evident.

PERSONAL PROTECTIVE EQUIPMENT

This PPE consists of Fall Protection (see above); protective helmets (or hard hats) that conform to ANSI Z89.1-1986; Safety-toe footwear conforming to ANSI Z41-1991 or climbing footwear (if needed); as well as eye and face protection conforming to ANSI Z87.1-1989. One or all of these listed items may be in use at any given time during the inspection process. Employees need to know when the use of PPE is required and comply. Whenever there is the danger of particles falling or entering an inspector's eyes, safety goggles

shall be worn. These are to be tight-fitting goggles. Use goggles or safety glasses that fit properly and do not obstruct your field of vision. All PPE is to be maintained to the manufacturers' recommendations. Replace as needed.

With regards to Respiratory Protection, the potential for coatings containing lead on railroad bridges is a strong possibility. Lead becomes a skin or inhalation hazard when these coatings are handled in such a way as to produce fine particles, such as with sanding. No eating, drinking, chewing (gum or tobacco), smoking or applying lip balm is permitted during an activity that disturbs the bridge coating integrity. Employees shall thoroughly wash hands and face before taking breaks or at the end of the work day if the potential lead coatings are disturbed. OSHA requires untested coatings likely to contain lead to be assumed to be containing lead and be treated accordingly. However, given that this inspection process is unlikely to produce such particulates, a Voluntary Respiratory Policy (covered by the VTrans Respiratory Protection Policy) is in place for these inspections. An employee may choose to wear an N95 Dust Mask and gloves (please note the mandatory distribution of Appendix 5 in these cases) during the normal railroad bridge inspection process.

EMERGENCY RESPONSE & TRAINING

In the event of an emergency, call 911. All VTrans railroad bridge inspectors are expected to have basic First Aid and CPR training and certification to assist in the event of an injury. This training is offered in several locations, including the Vermont Transportation Training Center (VTTC). Additional Emergency Contact information is included on the Railroad Bridge Inspection JSA form.

The main purpose of the First Aid and CPR training is not to provide rescue, in the traditional sense of the word. It is to stabilize a coworker until skilled rescue personnel can arrive and take over their care.

WORKING OVER OR NEAR WATER

FRA regulations require a complete Working Over Water plan (WOW) where water levels are four feet deep or more. This includes Personal Flotation Devices (PFDs), buoys with 90 feet of floating rope, and a rescue boat. Some or all of these may make up the necessary WOW plan for a given location. The VTrans RBI is responsible for including the appropriate WOW plan on the JSA. Water levels can change rapidly for several reasons and the VTrans RBI is responsible for evaluating changing conditions and modifying the response should changes occur on the day of the inspection. The VTrans RBI will be responsible for making sure a suitable WOW kit accompanies any railroad bridge inspection over water. VTTC offers training on WOW plans.

HEAT AND COLD STRESS PREVENTION

During weather extremes, care must be taken to ensure the health and safety of VTrans railroad bridge inspectors. Proper clothing for the elements, gloves, drinking water, frequent breaks, etc. can greatly reduce illness and injury at these times.

WORKING SAFELY AROUND HEAVY EQUIPMENT

The Snooper is the primary, if not only, heavy equipment used in the railroad bridge inspection process. The manufacturer provides training and a checklist for this equipment. The checklist shall be used to inspect the Snooper prior to each use, after traffic accidents in which it was involved and any other reason either the VTrans Safety Officer or the Snooper Operator deems necessary.

GENERAL CODE OF OPERATING RULES (GCOR)

The successful completion of this training, or an equivalent training, is required by this Program for all VTrans railroad bridge inspectors.

CONCLUSION

In conclusion, each VTrans railroad bridge inspector shall review the attached Operations Safety Manual in its entirety. They shall verify in writing that they have completed a review, and that documentation will be retained in the VTrans Rail Bridge Management Program files.

The overall safety of the VTrans railroad bridge inspectors is in the successful completion of these training classes as described above and the application of this training to the tasks at hand. Inspectors must pay attention to the particular environment and conditions present at each inspection site. By using the proper equipment (inspected before each use), the VTrans railroad bridge inspectors will have the level of protection necessary for the safe completion of their jobs.

APPENDIX 1 – Railroad Bridge Inspection JSA is attached.

APPENDIX 2 – Job Briefing Talk template is attached.

APPENDIX 3 – Snooper Inspection Checklist is attached.

APPENDIX 4 – VTrans Operations Safety Manual (02/2014) is attached.

APPENDIX 5 – Respiratory Appendix D

APPENDIX 1

Railroad Bridge Inspection
Job Safety Analysis (JSA)

Railroad Bridge Inspection JSA

Date: _____ Location: _____ / _____ / _____ Bridge #: _____
Town Rail Line Mile Post

Lead Inspector: _____

Crew: _____

Job Being Performed: _____

SAFETY CHECKLIST

Rail Road Flagger: Yes No Contact/Date: _____

Traffic Control Plan: Yes No Traffic Control Leader: _____ TA#: _____

Fall Protection: Yes No Respiratory Protection Needed: Yes No

Hazardous Chemicals/Materials: Yes No (MSDS Sheet review prior to work?)

WOW Plan: Yes No Competent Person: _____

Boat Needed: Yes No Comments: _____

River Description: _____

Approx. Depth: _____ Approx. Width: _____ Bridge #: _____

Job Briefing Given By: _____

EMERGENCY CONTACTS

CALL 911 IN AN EMERGENCY

District Number: _____ District Contact Person & Phone Number: _____

VTrans Safety Program Manager & Phone Number: _____

VTrans Rail Bridge Management Engineer & Phone Number: _____

VTrans Rail Program Director & Phone Number: _____

VTrans HAZMAT Coordinator & Phone Number: _____

UTILITIES / PERMITS CONTACTED

Dig Safe: Yes No CALL: 811 or 1-888-DIG-SAFE

Date Cleared: _____ Ticket # _____

Utilities: Yes No Contact/Date: _____

SCAN TO DESIGN YOUR PLAN

	HAZARDS	CONTROL
SNOOPER		
TOOLS		
WOW		
FALL PROTECTION		
UTILITIES		
LOTO		
PPE		
ENVIRONMENT		
HI-RAIL TRUCK		

AFTER ACTION REVIEW (AAR)

Employee Comments:

Lessons Learned:

GUIDELINES



1. This form works in conjunction with our Vtrans Flip Book.
2. This form is to be completed by the on-site Supervisor, Crew Leader or Safety Representative. Review this JSA (& attachments prior to & after the stated activity.
3. Forms may be used for activities that last more than one day, but MUST be updated and kept on-site.
4. Routine inspections may not need to be documented on this form (check with your supervisor).
5. Please attach supporting documents, plans, diagrams, etc.
6. This form must be retained and filed upon completion of the Rail Bridge Inspection.

APPENDIX 2

Job Briefing Talk Template



JOB BRIEFING TALK

TOPIC: **Add title here**



Restate topic and why there needs to be a Job Briefing. Usually, a brief statement about the safety of this task or equipment is entered here.

To use this equipment or perform this task safely, always do this... The basic handling information goes here. Ladder use pointers are listed in this example:

- Put both hands firmly on the rungs before stepping onto a ladder.
- Break 3-point contact only when you reach the ground or a stable platform.
- Always face the ladder when you're climbing up and down.
- Keep your body between the side rails. Don't lean out on either side.
- Make sure that ladders extend at least 3 feet above the top landing.
- There must be a clear space of at least 6 inches behind each rung.
- Moving quickly often results in only 2-point contact. You often have to make a conscious effort to maintain 3-point contact.
- Don't carry tools, equipment, or material in your hands while climbing. Use a hoist line for lifting and lowering.
- Clean mud, snow, and other slippery substances off your boots and ladder before climbing

Discussion Date:

Employee Participants:

APPENDIX 3

Snooper Inspection Checklist

Unit Inspection

WALK AROUND INSPECTION: (proceed around the unit in a clockwise direction)

	OK	COMMENT
Lights: 4 ways, head, turn, tail:		
Strobes, beacons or sign board:		
Transmission:		
Axles and suspension (front/rear):		
Tires (front/ rear):		
Axle lock structures (front/rear):		
Axle lock switches (front/rear):		
Hydraulic pump & hoses:		
Electrical switches & cables:		
Air hoses, outlets:		
Body boxes:		
Ladders and rails:		
Counterweights & switches:		
Brakes (slack adjusters):		
Drive line:		

AUXILIARY ENGINE:	OK	COMMENT
Hour meter:		
Fuel filter, oil level & oil press:		
Coolant:		
Switches, wires, connections:		
Hydraulic pump & hoses:		

GENERATOR:	OK	COMMENT
Operational test:		
Electrical wires & connections:		
Circuit breakers and outlets:		
Instrument panel and meters:		

AIR COMPRESSOR:	OK	COMMENT
Operational test:		
Air system hoses & valves:		
Electrical switches & cables:		
Gauges:		

HYD. TANK:	OK	COMMENT
Oil level and gauge:		
Filter and gauge:		
Structure:		

Unit Inspection

Unit Inspection

BRIDGE ACCESS UNIT PRE-OPERATION INSPECTION

INSPECTION DATE: _____

INSPECTION PERFORMED BY: _____

OPERATORS: _____,

COMMENTS: _____

MAIN ENGINE COMPARTMENT: OK COMMENT

Engine oil: _____

Coolant: _____

Washer fluid: _____

Power Steering fluid: _____

Transmission fluid: _____

PTO & hydraulic pump: _____

Drive belts: _____

Air filter indicator: _____

CAB INSPECTION: OK COMMENT

Hour meter / odometer reading: _____

Decals: _____

Air pressure: _____

Oil pressure: _____

12 volt charging system: _____

Braking system: _____

Unit power light & switch: _____

PTO indicator light and system: _____

Two speed system: _____

Axle lock lights: _____

Strobe lights: _____

Start/stop system: (Transmission in neutral) _____

Tag axle system & pressure: _____

Intercom system: _____

Lights: 4 ways, head, turn, tail: _____

Fuel level: _____

Horn: _____

- "MAKE SURE THE PARKING BRAKE IS ENGAGED"
- START THE TRUCK ENGINE, ENGAGE THE PTO, SET THE ENGINE TO THE CORRECT RPM SETTING, AND TURN ON ALL SYSTEMS FOR THE WALK AROUND INSPECTION.

COMPONENT CHECKLIST:

*See component checklist explanations:	T-1	B-1	T-2	B-2	B-3	CATRAC B-3 TELE	B-4	PLAT- FORM
1. Cylinder								
2. Cylinder Anchor								
3. Structure								
4. Hydraulic Lines & Fittings								
5. Electrical Cables								
6. Pivot Pin								
7. Rotations: Gear, Bearing, Gearbox, Brake, Motor								
8. Limit Switches								
9. Pressure Filter								
10. Hydraulic Valves; Unit, Axle lock, Dump								
11. Leveling Rods								
12. Boom/Platform Rests								
13. Boom /Platform Tie-down								
14. Decals								
15. Platform Heaters								
16. Outlets; 12 volt, 110 volt								
17. Air Hose Outlet								
18. Platform Controls								
19. Leveling System								

(Shaded boxes don't apply to that area of the unit)

COMPONENT CHECK LIST EXPLANATIONS:

COMPONENT:	WHAT TO LOOK FOR:
1. Cylinder	leaks, scoring, rust pitting, cracks at pivot points
2. Cylinder Anchor	visible cracks or damage, rusting
3. Structure	visible cracks or damage, rusting
4. Hydraulic Lines & Fittings	oil leaks, chaffing, kinks, abrasions
5. Electrical Cables	loose or broken wires and connections, chaffing, abrasions
6. Pivot Pin	visible cracks or damage, rusting
7. Rotation: Gear, Bearing, Gearbox, Brake, Motor (T-1 and T-2)	wear, damage, oil leaks, broken bolts
8. Limit Switches	bent switch arms, loose wire connections, LED functions
9. Pressure Filter	oil leaks, check the indicator gauge
10. Hydraulic Valves; Unit, Axlelock, Dump	free movement of the handles, return to neutral position when released, oil leaks, wiring connections secure
11. Leveling Rods	cracks at pivot points, damage to rods
12. Boom and Platform Rests	nylon wear pad secure, cracks, damage to structure
13. Boom Tie-down Device	damage to nylon strap or ratchet
14. Decals	unreadable, missing or damaged decals
15. Platform Heaters	broken switches or wires, secured to platform
16. Outlets; 12 volt, 110 volt	damaged or broken wires, secure to platform, broken covers
17. Air Hose Outlet	damage to hoses, coupling, regulator, and gauge
18. Platform Controls	proper operation of all functions, damage to components
19. Leveling System	hydraulic line; wire or switch; secure to the platform

Unit Inspection

OPERATIONS CHECK AND HOLDING VALVE TEST:

THIS OPERATIONS CHECK "MUST" BE PERFORMED PRIOR TO OPERATING THE UNIT.

The parking brake set, truck running and PTO engage. Working at the T-1 Location.

1. Remove the boom / platform tie down device.
2. Test the T-1 intercom.
3. Test the engine kill system at T-1
4. Test the truck two speed system.
5. Engage the front and rear axlelocks and sliding counter weight by pushing the valve handles in (Red axle lock engaged indicator lights will illuminate)
6. Place the unit/axlelock selector valve in the "UNIT" position (PULL OUT).
7. Close B-2 and B-3. If you don't close B-2 & B-3 these booms may open when you raise B-1.
8. Raise B-1, one foot above the boom rests.
9. Lower B-4 approximately 45 degrees.
10. Place the unit/axle lock selector valve in the "AXLELOCK" position (PUSH IN).
11. NOW PERFORM THE HOLDING VALVE TEST, WATCH FOR DRIFT.
 - *Operate B-1 to the "DOWN" position for five seconds.
 - *Operate B-2 to the "OPEN" position for five seconds.
 - *Operate B-3 to the "OPEN" position for five seconds.
 - *Operate B-4 to the "DOWN" position for five seconds.
12. Test the truck engine start/stop system at the platform, (red button). Leave truck engine off.
13. Test the platform intercom.
14. Preheat and start the auxiliary engine. Use the auxiliary engine to stow the unit.
15. Place the unit/axlelock selector valve in the "UNIT" position (PULL OUT).
16. Raise B-4 to the stowed position.
17. Lower B-1 tightly into the rests. (about 900 psi on the hydraulic gauge at T-1)
18. Place the unit/axlelock selector valve in the "AXLELOCK" position (PUSH IN).
19. Disengage the axlelocks and sliding counter weight. (Green axle lock disengage indicator light will illuminate)
20. Install the boom tie down device.
21. Shut down the auxiliary engine and turn off the key switch.
22. Turn off all unit systems.

WARNING: IF ANY ONE OF THE BOOMS MOVE (DRIFT) DURING THE HOLDING VALVE TEST, PERFORM THE TEST AGAIN TO VERIFY WHICH BOOM IS DRIFTING. THE PROBLEM HOLDING VALVE(S) MUST BE REPLACED BEFORE THE UNIT IS PUT INTO SERVICE.

IF A DEFECT IS FOUND DURING THE INSPECTION OR OPERATIONS TEST THE UNIT MUST NOT BE USED UNTIL THE DEFECT(S) ARE CORRECTED.

APPENDIX 4

VTrans Operations Safety Manual (02/2014)

State of Vermont
Agency Of Transportation Operations Division



Employee Safety Manual

Safety Begins Here

Revised 2/1/2014

Introduction

An effective safety program requires a team effort, and the Vermont Agency of Transportation Operations section has a deep interest in the safety and well-being of its employees.

An effective safety program prevents accidents and reduces the severity of otherwise disabling or fatal injuries.

Safety is everyone's responsibility: managers, supervisors, employees. This manual will assist us all in performing our jobs safely.

If you have any questions or suggestions about safety, talk to your supervisors or contact the Agency of Transportation health and safety manager. It is our goal to make your career with the Agency Of Transportation gratifying and accident free.



Brian R. Searles

Secretary, Vermont Agency of Transportation

February, 2014

Safety Manual Receipt

I, _____, acknowledge receipt of this copy of the
(Print Name)

Vermont Agency of Transportation Operations Division Safety Manual. I understand that it is my duty to read, study and abide by these safety rules and work procedures and other employer policies and procedures as they apply to the duties that I shall perform for VTrans.

Signature of Employee

Date

District or Region

Supervisor

1.0 GENERAL INFORMATION

1.1 Purpose

- a. The purpose of this manual is to assist in creating a work environment that will reduce accidents, injuries, illnesses, and human suffering of employees and financial losses to the State of Vermont.
- b. Some sections of this Operations safety manual can be applied to other sections/divisions of the Vermont Agency of Transportation. Please contact the AOT safety and health manager with any questions at 802-595-1636

1.2 Scope

- a. The responsibility for prevention of accidents rests with managers, supervisors, and all employees.
- b. Compliance with this manual is the responsibility of each Operations employee of the Vermont Agency of Transportation. This manual is not intended as a complete manual on safety and health, but as a guide. Failure to include some safety and health standards does not give license to ignore such standards. For specific standards applicable to your division, section or operation, contact the Agency Safety Manager.
- c. It is the intent of the Vermont Agency of Transportation to make reasonable efforts to comply with Occupational Safety and Health laws and other statutory requirements as found in agreements between the State of Vermont and the Vermont State Employees Association.

1.3 Distribution

- a. All Operations employees shall be provided a copy of this manual. All employees subsequently employed shall be given a copy of the manual as part of “New Employee Training” and shall be required to read it. Copies can be obtained of the Vt. Agency of Transportation’s Operations safety SharePoint site.

1.4 Responsibility of Supervisory Personnel

- a. The term “supervisor” refers to all employees who have supervisory authority over other employees.
- b. The supervisor is the key person in the safety and health program and must incorporate accident prevention in all daily activities and in all contacts with employees. The supervisor is as responsible for the safety of the employees working under his/her direction as for the production of work accomplished by them.
- c. Each supervisor is responsible for ensuring that each current and new employee has been trained, instructed and or judged competent to properly and safely perform the work tasks and operate the tools, equipment, machines and vehicles used in their job.
- d. Supervisors must see that all applicable safety and health measures are complied with.
- e. No job is so important, and no service so urgent, that time cannot be taken to perform the work in a safe manner.

1.5 Responsibilities of All Employees

a. It is the duty of all employees to report immediately to their supervisor all unsafe conditions, practices, or operations caused by the following:

1. Any condition of a motor vehicle, equipment, facility or property owned, leased, or operated by the Agency or others, which condition may jeopardize the safety or health of employees or the public.
2. Any practice or operation which may jeopardize the safety or health of employees or the public.
3. All employees shall act with courtesy at all times, and shall conduct themselves as representatives of the Vermont Agency of Transportation.
4. All employees are expected to report to work wearing clothing and footwear suitable for the season, weather, and type of work performed. Employees shall wear appropriate attire above the waist. Nothing less than a manufactured sleeveless design. Long sleeves may be required by the workers task.
5. Field personnel shall wear ankle-length trousers or coveralls at all times. Footwear should be worn that provides protection and support. Laced work boots are recommended. Sneakers are not recommended, and may not be allowed. Employees in certain classes or performing or exposed to certain activities are required to wear protective footwear. Temporary employees hired for positions that require protective footwear must provide their own protective footwear as a condition of employment.
6. It is expected that maintenance employees will wear clothing, such as High Visibility t-shirts, sweat shirts, hats, and caps for flaggers or winter toques. High visibility vests will be required when necessary.
7. Clothing and footwear should provide the comfort, protection, and appearance necessary to perform a job safely and effectively.

1.6 Communications:

- a. Effective communicating and listening both begin with language.
- b. Are you proactive or reactive in your language? Between stimulus and response, you have the freedom to choose. This is your greatest power. One of the most important things you choose is what you say.
- c. Your language is a good indicator of how you see yourself. A proactive person uses proactive language—I can, I will, I prefer, etc. A reactive person uses reactive language— I can't, I must, if only.
- d. Reactive people believe they are not responsible for what they say—they have no choice. Think of a situation in your life during the last week when you responded in a reactive way. Write down and describe what you said.
- e. Now think of a proactive response you might have used in the same situation. Write it down, just for practice.

- f. Make it a point to really listen to your language during the next week. Is your language more proactive or reactive? Is your language different between work and home life?

2.0 GENERAL ACCIDENT PROVISIONS

- Notify the Transportation Occupational Health and Safety Manager **immediately** who can be reached by telephone at 802-595-1636.
- **NOTE:** The Agency of Transportation Occupational Health and Safety Manager should be notified immediately of **all** serious injuries requiring medical attention or hospitalization.
- After the initial contact with the Safety Manager, the supervisor must complete a Department of Labor and Industry Workers Compensation Form 4 and submit it along with the First Report of Injury.

2.1 Reporting Accidents – General

a. Notify your supervisor **immediately** when:

1. You suffer an injury or illness arising from your employment.
2. You are involved in a vehicle or equipment accident while on State business.
3. You are involved in an accident resulting in damage to any Agency or public property or resulting in any personal injury.
4. You are involved in an accident while operating a privately owned motor vehicle or piece of equipment on official State business.
5. **Whenever there is an accident or injury that involves Agency personnel directly – or could in any way indicate involvement of Agency personnel - such as Operations (Maintenance, Traffic or Sign) or Program Development personnel (Construction or Survey), an oral report needs to be made to the Agency’s Occupational Health and Safety Manager (802-595-1636) ASAP so that he/she can make a determination of what level investigation is appropriate and should take place immediately. If the Safety Manager is unavailable, please contact either Ops safety technicians at 802-498-4979(South) or 802-279-9120 (North). All field personnel should have the applicable contact information available. With proper notification, prompt action can be taken to prevent reoccurrence, and where applicable, limit liability.**

2.2 Reporting a Personal Injury or Illness

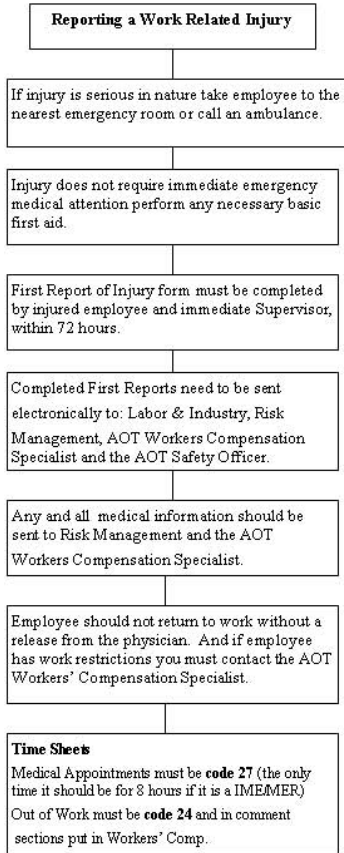
- a. Any injury, illness, or loss of consciousness associated with work, regardless of whether or not any time was lost or medical attention was required, must be reported.
- b. The Employer’s First Report of Injury (F.R.I.) Form must be completed by the injured employee’s supervisor. The Employer’s First Report of Injury form must be submitted through the District or

Division Office to the Agency of Transportation's Human Resources Office Claims Section within 72 hours of the accident.

c. Any and all resulting bills must be sent to the Agency of Transportation's Human Resources office Claims Section for processing.

d. Workers' Compensation Guidelines for Supervisors and Managers

First Step in Reporting An Injury/Illness



This explains what to do if someone has an Injury/Illness associated with work, regardless of whether or not any time was lost or medical attention was required.

If the injury requires immediate attention please take appropriate action. If the injury is **serious in nature**, take the employee to the nearest emergency room or call an ambulance.

If the injury does not require immediate emergency medical attention, perform any necessary basic first aid.

Ensure that the immediate supervisor has been informed of the injury/illness. Then the claimant should complete intake with medical case manager by calling 828-2899 to report the incident.

A First Report of Injury form must be completed by the injured employee if available and the immediate Supervisor, **within 72 hours**. These reports must be submitted through the District/Division Office.

The Division Offices must submit the first ROI form electronically to Labor & Industry, Risk Management, AOT Workers Compensation Specialist and the AOT Safety Officer. If you do not have the electronic form please go to the following website: www.state.vt.us/labind/wcomp/wcforms.htm.

Any and all medical documentation must be faxed to Risk Management and the AOT Workers Compensation Specialist. All medical bills must be sent to Risk Management.

Employee is able to return to work with Work Restrictions

If an employee is able to return to work with work restrictions you should receive a medical note from the employee's physician. This note should have a list of work restrictions. You should review this documentation and fax a copy to the Workers Compensation Specialist within AOT Human Resources so that you may discuss whether or not you can accommodate the employee. If you are able to accommodate the employee within your Division you will need to do a Modified Duty Agreement with the employee. If you are not sure how to do a Modified Duty Agreement you may contact the Workers Compensation Specialist.

Reporting Leave on Time Reports

If an employee is unable to work due to a work related injury you must code their **time sheet 24** and put in the hours missed.

This will enable the employee to receive a paycheck for two-thirds of their pay. If the employee wants to collect their full pay they have the option of using their leave accruals. You will need to code their time sheet as **code 24** and then note in the comment section supplement with leave accruals.

If an employee is attending a doctor's appointment due to a work related injury you will need to code their **time under code 27** and put in the hours missed, then note in the comment section Workers' Comp Medical Appointment. The employee can charge the appointment time and the travel time to and from the appointment to

work or home. Most appointments will not take a full 8 hour day. The exception might be an Independent Medical Exam (IME) or a Fitness for Duty Exam (FFD).

All time sheets with these codes must be faxed to Risk Management by Monday before noon and to the Workers Compensation Specialist in AOT-Human Resources

Employee Out Due to Injury/Illness

If an employee is unable to return to work due to a work related injury/illness the employee must supply you and the Workers Compensation Specialist with a medical note that explains the employee can not return to work. This note must have an expected return date on it. If it does not you may ask the employee to contact his/her physician and ask them to supply you with an expected return date.

Other Supervisors Responsibilities

The Supervisor has the right to contact the employee to keep the employee informed of current operations at the worksite. The supervisor cannot discuss the medical status of the employee with other employees. Any questions regarding the medical status of an employee should be addressed to the AOT Human Resources, Workers' Compensation Specialist.

The Supervisor may call the employee to attend meetings, trainings, and any work related activities provided it does not interfere with the employees work restrictions.

While participating in such work-related activity the employee's time will be reported as "01".

If the Supervisor or the employee has questions regarding Workers' Compensation they should call the Workers' Compensation Specialist in AOT-Human Resources.

Workers' Compensation



AOT Workers Compensation Specialist

Penny Brown 828-4602

AOT Safety Officer

Rob Gentle 828-2585

Risk Management Division

828-2899

Penny Brown, Human Resource Specialist

AOT- Office of Human Resources

One National Life Drive, Drawer 33

Montpelier, VT 05633-5001

phone (802) 828-4602, fax (802) 828-2894, or

penny.brown@state.vt.us

Guidelines

for Supervisors

and Managers

**Vermont Agency of
Transportation
Human Resource Office**

(802) 828-2625

2.3 Reporting a Fatality or Catastrophe

- a. In addition to section 2.2, fatalities or incidents resulting in the hospitalization of any employees arising out of a single incident must be reported to the VTrans Occupational Health and Safety Program Manager immediately.
- b. After the initial contact with the Safety Program Manager, the supervisor must complete a Department of Labor & Industry Workers Compensation Form & submit it along with the First Report of Injury.

2.4 Reporting Motor Vehicle Accidents

- a. All accidents involving Agency of Transportation vehicles or equipment must be reported to your immediate supervisor.
- b. All accidents involving privately owned vehicles and equipment operating on official State business must be reported.
- c. **Note:** The reporting requirements for privately-owned vehicles and equipment are in addition to any reporting required, such as by an individual's insurance carrier.

- d. In all cases other than the one exception noted below, accidents must be reported on the standard Department of Motor Vehicles accident report form (TA-VA-04) and the Risk Management Division Automobile Accident or Loss Notice form.
- e. The Department of Motor Vehicles accident report and the Risk Management Automobile Accident or Loss Notice form (five copies) are to be sent as soon as possible to the Central Garage. Additionally, if the total damage to all property involved is \$1,000.00 or more, or there are any injuries involved, the original copy must be sent to the Department of Motor Vehicles within 72 hours of the accident.

Exception: The only time the Department of Motor Vehicles accident report and the Risk Management Division Automobile Accident or Loss Notice form are not required is when only a State vehicle is involved and only Agency of Transportation property is damaged; i.e., no other property, vehicles and no personal injuries are involved and the damage is less than \$1000.00. In these cases only an internal accident notification memo for Central Garage owned equipment completed by the operator sent to Central Garage Fleet Manager within 72 hours.

2.5 Emergency Phone Numbers

a. The Emergency Phone Numbers shall be posted in every District building.

EMERGENCY PHONE NUMBERS

PHYSICIAN 911 or
HOSPITAL 911 or _____
AMBULANCE 911 or
FIRE 911 or _____
POLICE 911 or
DIG SAFE 1-888-344-7233 POWER CO. _____ LOC. CODE _____
HAZ.MAT. COORD. 229-8740 (cell phone) 802-461-4666(pager)
SAFETY PROG. MAN. 595-1636 (cell phone)
ALL HIGHWAY SPILLS 1-800-641-5005

IN THE EVENT OF A SPILL OF HAZARDOUS SUBSTANCES

In the case of a spill of two (2) gallons or more of any hazardous substance, or if any hazardous substance reaches a waterway, you must follow these instructions:

CONFIRMED RELEASE: Within two hours of the release, report it to:

Andy Shively, Operations Div. 802- 250-4666 (pager), 229-8740 (cell phone)

Mike McAllister, Operations Div. 802-250-4666 (pager), 802-498-7095 (cell phone)

If neither is available, call the Agency of Natural Resources at one of these numbers:

Working Hours (802) 828-1138 (ANR)

Other Times: 800-641-5005 or 244-8721 (PUBLIC SAFETY)

SUSPECTED RELEASE: Within 24 hours of any suspected release, report it to Andy Shively, Mike or ANR at the numbers above.

SPILL CONTRACTOR 24/7, ENVIRONMENTAL PRODUCTS AND SERVICES, 1-(800) 977-4559

3.0 OFFICE SAFETY

3.1 Office Furniture and Equipment

- a. Office furniture, desks, file cabinets, and electrical equipment should be placed in a manner so as to make safe and efficient use of a room's overhead lighting, electrical outlets, telephones, and passageways. The furniture and equipment shall only be rearranged under the direction of a supervisor.
- b. The weight of filed material in file cabinets must be distributed evenly. Load file cabinet from the bottom to the top. Open only one drawer at a time to avoid tipping the cabinet. All doors and drawers must be closed when not in use.

3.2 Office Ergonomics and Cumulative Trauma Disorders (CTD's)

- a. Ergonomics is the science that seeks to adapt tasks and tools to fit the person. The results of poor ergonomics can lead to cumulative trauma disorders (CTD's). Cumulative trauma disorders are a group of disorders characterized by wear and tear on the tendons, muscles and sensitive nerve tissue which are caused by repetitive motions and overexertion. Work station design and adjustability is the key to a safe, healthy and productive work environment. To prevent CTD's contact the Safety Manager (802-595-1636) for a work station review.

3.3 Aisles, Floors, Stairs

- a. Adequate aisle width (28") must be provided for unobstructed, two-way traffic to all parts of the office. Objects must not be left in aisles or places where they could be tripped over.
- b. Any electrical or telephone cords that could be a tripping hazard should be made aware of and reported to a supervisor for corrective action.
- c. Entryways may become slippery when wet and caution should be used when walking and the condition reported to a supervisor.

d) Handrails must be used when going up or down stairs. All handrails must comply with OSHA standard [1910.23\(e\)\(2\)](#)

“A stair railing shall be of construction similar to a standard railing but the vertical height shall be not more than 34 inches or less than 30 inches from upper surface of top rail to surface of tread in line with face of riser at forward edge of tread. Guarding of floor openings or sides of a platform are 42 in to prevent falling. Stair railings are lower for ease of travel.”

4.0 PERSONAL SAFETY

4.1 Alcohol and Other Drugs

- a. Alcoholic beverages and non-prescribed regulated drugs of any nature are prohibited on property owned, leased, or under the control of the State of Vermont. It is prohibited to transport alcoholic beverages and non-prescribed regulated drugs in any Agency vehicle.

- b. Employees shall not consume alcoholic beverages or use non-prescribed drugs during working hours, and nor shall they report to work under the influence of these substances. Any employee taking a prescribed drug shall notify his or her supervisor as to whether the medication may affect the ability of the employee to drive or perform other duties safely.
- c. An employee will not be permitted to work if impaired or in a condition which the employee(s) supervisor believes would jeopardize the safety of that employee or the safety of any other person(s) or cause possible damage to any property or equipment.

4.2 Drug-Free Workplace Policy

a. Employees of the State of Vermont must comply with the current State of Vermont Drug-Free Workplace Policy. The following is a summary of that policy.

- 1. It is the policy of the State of Vermont to provide a drug-free workplace for its employees. State employees shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances (drugs) on the job or on any State work site.
- 2. Employees of the State of Vermont are required, as a condition of their employment, to abide by the terms and conditions of this policy.
- 3. Any employee convicted of a violation of any criminal drug statute, occurring in the workplace, will be required to notify his or her appointing authority within five (5) days after conviction.
- 4. Appropriate disciplinary and/or corrective action should be taken by the employer within thirty (30) days after receiving notice of the conviction, but this must not be construed to limit the authority to take such action thereafter.
- 5. Employees are hereby notified that appropriate disciplinary action, up to and including dismissal, will be imposed for: (1) the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances in any State workplace, or while on the job; (2) conviction of a violation of any criminal drug statute occurring in the workplace, or the failure to report any such conviction as required; or (3) other violation of this policy. This policy does not preclude the State from taking appropriate disciplinary action, up to and including dismissal, for drug-related offenses that may occur off the job.
- 6. Each employee of the State of Vermont must make every effort to maintain a drug-free workplace and uphold and promote this policy.

4.3 Controlled Substances and Alcohol Use and Testing

- a. Agency of Transportation employees required to possess a Commercial Drivers License are subject to all the requirements of 49 CFR, Parts 382, et. al., Controlled Substances and Alcohol Use and Testing. Each employee shall receive training, educational materials and the State of Vermont Alcohol and Controlled Substance Testing Policy.

4.4 Behavior:

a. Employees must not engage in actions which could endanger others or themselves and must not be negligent in duties which could result in injury to themselves or others. Roughhousing, horseplay, or fighting on the job is not permitted.

5.0 VEHICLE AND EQUIPMENT SAFETY

5.1 Authorized Use of State-Owned Vehicles

a. It is the policy of the Vermont Agency of Transportation that State-owned vehicles are for official use only and will not be operated for personal business. Only State employees and State officials who hold valid driver licenses and have successfully completed such safe driving course as recommended by the Risk Management Division of the Department of Buildings and General Services are authorized to operate State-owned vehicles. State, Federal and Town officials/employees, private citizens on official State business and officials/employees of other states visiting Vermont on official business may be transported in State-owned vehicles at the discretion of the operating Agency/Department. In connection with speaking engagements in Vermont before civic and other local groups where an individual other than an Agency/Department official has been invited to attend, the official may transport this individual in a State-owned vehicle. Except under this circumstance, transportation of other than State employees/officials requires authorization in writing from the Secretary of the Agency of Administration.

5.2 Vehicle and Equipment Operation

a. **Note: Defensive Driving Course (DDC-4)**

b. Vehicles and equipment must be operated in accordance with the motor vehicle laws of Vermont and Agency of Transportation policies. Operators are responsible for the vehicle, passengers, cargo, and their actions. With the exception of sworn law enforcement officers, no special privileges are extended to any employee of the Agency of Transportation. Careless and/or negligent operation of State-owned vehicles or equipment will not be tolerated and any violations are the employee's personal responsibility. All personnel must ride in approved seating and use seat belts. Riding on running boards, tailgates, steps, loader buckets, or other unapproved locations is prohibited. Smoking and/or Tobacco use inside state vehicles is strictly prohibited.

c. In accordance with the Governor's Fleet Safety Executive Order No. 04-93, the National Safety Council, Defensive Driving Course (DDC-4) is required for:

1. All employees who operate State-owned vehicles.
2. All employees who operate their private vehicles for greater than 2000 reimbursable miles annually.

d. Important Note: Specifically exempt from the DDC-4 requirement are employees who have taken a National Safety Council Defensive Driving Course within the past ten (10) years.

e. The National Safety Council's Defensive Driving Course is an internationally accepted accident prevention program for improved driving performance.

5.3 Vehicle and Equipment Inspection

- a. All operators of State-owned vehicles/equipment will perform a daily pre-trip and post-trip inspection of the vehicle/equipment which they are operating. All operators must review the previous post-trip inspection report, in addition to performing a pre-trip inspection and be satisfied that the vehicle is safe to operate.
- b. The “Daily and Weekly Equipment Operator Inspection Report”, TA-160, will be used to record the results of the post-trip inspection. A copy of the current TA- 160 as well as a copy of the previous week’s TA-160 will be kept in the vehicle/equipment at all times.
- c. At the end of each work week, the TA-160 will be turned in to your supervisor who will forward it to the District Office. The TA-160 will be reviewed by the Transportation Regional Maintenance Supervisor to establish any repair schedules for the week. The original TA-160 shall be forwarded to the Central Garage.
- d. **Note: The Department of Motor Vehicles, some Divisions and Sections may have alternate approved procedures for reporting deficiencies to the Central Garage for vehicles that do not require a CDL.**

5.4 Notification of Equipment Problems

- a. Whenever an operator becomes aware of a vehicle/equipment problem, it must be noted by the operator on the current “Daily and Weekly Equipment Operator Inspection Report”, TA-160. If the operator thinks it is unsafe or will lead to a major problem if not immediately corrected, the operator must immediately notify his or her supervisor. The supervisor shall consult with a mechanic before continued operation.
- b. All vehicles and equipment will be deadline when they fail to comply with Federal and State safety regulations. A vehicle or piece of equipment may be dead lined by either a mechanic or a supervisor. In unusual circumstances when the supervisor or mechanic cannot be reached, the operator may deadline the unit, but must report it to his or her supervisor at the first opportunity.
- c. When deadline, the unit will be tagged in a very visible location (normally on the steering wheel) with a red **DANGER DO NOT OPERATE** tag which will be dated and signed by the individual dead-lining the unit. The keys must be removed from the equipment. The tag will only be removed by the mechanic who has either repaired the problem(s) or otherwise determined the unit is safe to operate.

5.5 EXCEPTIONS DURING EMERGENCY SITUATIONS (PRIMARILY SNOW STORMS)

- a. If there is a minor infraction of regulations which will not affect the safe operation of the vehicle and if the repair cannot be made quickly, priority will be given to our mission of providing safe roads and the vehicle may be operated. For example, if the truck has a headlight out but the plow lights are working and the plow is on the vehicle, it is safe to operate. If the marker lights are out, but the strobes are working, the vehicle is highly visible and safe.
- b. Directional lights out, brakes out of adjustment, etc., would still deadline the vehicle. The exception only addresses minor infractions which should have no effect on the operation of the

vehicle and the safety of the traveling public. Repairs to those defects should be made right after the storm.

5.6 Vehicle and Equipment Maintenance

- a. Most operators, as part of their job, are required to perform operator-maintenance servicing of the vehicle or equipment as part of the preventative-maintenance program to keep the vehicle equipment in a safe and reliable operating condition. Information on the service intervals and lubricants used is contained in the “Equipment Service Record”; better known as the “Green Book” for the vehicle or equipment.
- b. Operators not required to perform operator maintenance will notify the Central Garage Motor Shop Supervisor or the local Garage Area Mechanic when the vehicle or equipment is due for servicing. Not being required to perform operator maintenance does NOT exempt the operator from being responsible for the operator inspection and ensuring that the engine oil and coolant are maintained at the proper levels.

5.7 Vehicle and Equipment Safety Features

Operators and passengers on State business are required by law to use their seat belts at all times. Vehicles shall not move until the operator and all occupants have their seat belts fastened.

- a. **Grab handles** are provided on all vehicles and equipment which a person has to climb to get into. Only the “Three Point” entry/exit method will be used.
- b. **Ladders** are provided on dump truck bodies to permit climbing up on or into the body. **Do Not climb up on the dual tires.**
- c. **Wing safety chains** are provided to secure the wing in the carry position. Wings shall be chained when the truck is parked or whenever use is not anticipated. When raising the wing and while fastening the safety chain, make sure you and other personnel are clear of the area.
- d. Whenever working under a raised dump body, make sure the dump body support brace or other approved engineered support equipment is in place.
- e. Safety screens should be provided on all vehicles which normally carry loose equipment or material which could fly in the event of a sudden stop or accident and hit the operator or passenger. Loose objects that could be deadly projectiles will not be carried in the passenger compartment of a vehicle unless secured or restricted in some manner such as by a screen or net.
- f. Avoid backing accidents by avoiding backing whenever you can. Reverse alarms are provided on all vehicles and equipment with limited visibility to the rear, however, do not rely solely on the back up alarm. Make sure the backup alarm is working and/or have a helper guide you whenever backing.
- g. If the back-up alarm is not working the vehicle is “dead lined” Only in extreme emergencies shall the equipment be used and a ground guide is required for all backing operations.

h. Vehicle and Equipment Exhaust Ventilation

1. Other than for moving vehicles and equipment in and out, vehicles and equipment will not be run in garages unless proper ventilation is provided. The exhaust fans should also be used when starting the vehicles to move them out of a garage.

k. Divided Highway Crossovers

1. The making of a “U” turn at any point on limited access highways is prohibited except when posted otherwise by authority of the Traffic Committee. Excepted from these provisions are:
 - a. Police vehicles;
 - b. Ambulance, fire engines and other vehicles performing official emergency or authorized functions;
 - c. Authorized construction, maintenance, and survey vehicles;
 - d. Repair and towing vehicles when responding to a request made by either a law enforcement officer or member of the public;
 - e. The foregoing exceptions shall be for the sole purpose of crossing the median to a roadway carrying traffic bound in the opposite direction, and no excepted vehicles shall make crossing in such a manner as to create a hazard to other vehicles.
2. “Authorized construction, maintenance and survey vehicles” are those which are:
 - a. State-owned or leased and operated by employees of the Operations and Program Development Divisions in the course of construction, repair and maintenance of the highways and appurtenances and includes those vehicles providing assistance to law enforcement activity such as management of emergencies and the containment and recovery of hazardous waste.
 - b. State-owned or leased which are engaged in survey or engineering in support of construction and/or maintenance activities which would include planning activity.
 - c. Privately-owned and operated by employees of firms or businesses under contract (contractors) to the Agency of Transportation for the purposes of construction, repair or maintenance of the highways or engaged in survey or engineering in support of construction and maintenance activities and registered and operated in accordance with all applicable laws and regulations. In accordance with a decision of the Traffic Committee, vehicles owned and operated by commercial trash haulers servicing rest areas are not included as engaged in maintenance of the highway.
 - d. Privately-owned and operated by employees of the Agency of Transportation in the course of their duties in the construction, repair and maintenance of highways.

5.8 Identification of Vehicles

- a. State-owned or leased vehicles will bear permanent seals or logos and will have installed amber warning lights.

- b. Vehicles owned or leased by contractors will be identified by permanent or temporary signs and/or logos in easily visible locations and will have installed amber warning lights.
- c. Privately-owned vehicles operated by employees of contractors or employees of the Vermont Agency of Transportation will have permanently or temporarily installed, roof mounted, amber warning lights.
 - 1. Contractor's employees will have a permanent sign or logo in an easily visible location or will have displayed in the left or right side window a metal window placard with the company name or logo.
 - 2. AOT employees will have displayed in the left/right side window a metal window placard.
- d. **NOTE:** There are presently two window placard designs in use by Agency employees. One is approximately six to nine inches wide and five to eight inches tall. It has reflectorized white sheeting and has green letters AOT four to six inches tall. The other is of the same size but has a green field above the AOT letters with the word VERMONT within the field.
 - 1. Employees of consultant inspection firms working with AOT construction resident engineers and/or inspectors may have insignia as in **3a.** or **3b.** above.

5.9 PROCEDURE FOR USE BY AUTHORIZED VEHICLES:

- a. **Law Enforcement Vehicles** will follow the procedures set forth by the head of the Agency or Force by which they are employed.
- b. **Other Emergency Service Vehicles** will follow the procedures set forth by the Head of the Agency or Force by which they are employed.
- c. **Repair and Towing Vehicles** will activate their installed amber warning lights and when proceeding to repair or recover a damaged or inoperative vehicle will, unless directed otherwise by a law enforcement officer, pull to the right shoulder and stop, allowing any on-coming traffic to clear before entering the U-Turn. When in the U-Turn, repair or towing vehicle will then yield the right of way and enter the other lane only when the way is clear. When proceeding with a vehicle in tow, the amber warning lights shall be operating and the use of the U-Turn shall be made with due care so as not to endanger other users of the highway.
- d. **Authorized Construction, Maintenance and Survey Vehicles** will comply with the following procedures:
 - 1. The operator shall turn on the vehicle's right turn directional signal well in advance of the crossover, reduce speed, and gradually drive to the extreme right onto the so-called breakdown lane (*shoulder*).
 - 2. The operator shall stop the vehicle opposite the crossover, turn on the vehicle's left turn directional signal, wait until he/she is absolutely positive there is no traffic approaching from the rear that would interfere with a safe crossing; only then shall the operator attempt to drive over into the crossover.

3. The operator shall stop the vehicle on the crossover without any projection of the vehicle or equipment into either lane of the highway.
4. The operator shall wait until he/she is absolutely positive there is no approaching traffic that would interfere with the safe crossing.
5. The operator shall then cross over onto the so-called breakdown lane, turning on the vehicle's right turn directional signal. After completing this operation, the operator shall turn on the vehicle's left turn directional signal, increase the vehicle's speed, and safely join the flow of traffic.

Exception

6. Vehicles operating in the passing lane (left) to plow, salt, or sand the passing (left) lane shall turn on left-turn directional signal, allowing adequate notice to motorists that may be following, slow down slowly, and make the turn into the crossover. From that point the procedure shall be the same as a vehicle operating in the right (traveling) lane except that he/she shall proceed from the crossover directly to the left (passing) lane without crossing breakdown (shoulder) lane.
7. **NOTE:** No authorized vehicle should use a U-Turn when, within 3 miles, an interchange is available except:
 - A. Construction and maintenance equipment during the performance of construction and maintenance activity; and
 - B. Plow trucks.

5.10 Daytime Use of Headlights

- a. Daytime use of headlights has been conclusively proven to be an effective means of reducing vehicle accidents by increasing the conspicuousness of a vehicle; making it more visible to other drivers and pedestrians.
- b. Many of our newer Agency of Transportation vehicles are now equipped with automatic daytime running lights as a safety feature.
- c. All Agency of Transportation vehicles and equipment shall be operated with the headlights on low beam under the following daytime conditions:
 1. Inclement weather; rain, snow, etc.;
 2. Poor visibility; fog, haze, heavy overcast;
 3. Until one hour after sunrise;
 4. From one hour before sunset;
 5. Any other time the operator or supervisor feels it is advisable.

Headlights enable you to see and to be seen.

5.11 Loss of Driver's License

- a. If an employee whose duties, as a condition of employment, require driving a state-owned or privately-owned motor vehicle or equipment on official state business receives notice that his/her license, permit, or privilege to operate a motor vehicle has been revoked, suspended, or withdrawn, he/she shall notify his/her immediate supervisor of the contents of the notice before the end of the business day following the day the notice was received. Failure to notify the supervisor as stated above shall be considered a violation of employment requirements and establish grounds for disciplinary action up to and including dismissal.
- b. An employee, as described above, who receives a notice that his/her license, permit, or privilege to operate a motor vehicle has been revoked, suspended, or withdrawn may be retained providing a reasonable accommodation can be made for a temporary duty assignment which will not require driving and for which the employee meets the eligibility requirements. During this period, the employee will be temporarily reallocated accordingly. Repeat offenders will be treated according to the circumstances.
- d. Failure to provide proof of reinstatement of driving privilege (to legally operate a motor vehicle) by the end of the period may be considered grounds for dismissal due to inability to perform required duties and responsibilities which are a condition of employment as stated in the employee's class specification and/or individual position description.

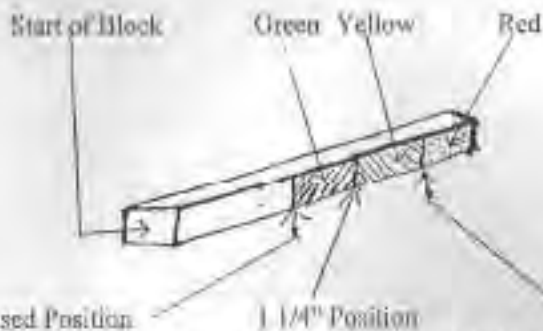
Brake Adjustment Information



- Measure Adjusted Chamber Stroke

Front (or 24") chambers maximum applied stroke is 1 3/4"

Rear (or 30") chambers maximum applied stroke is 2"



Brake in released Position

Place in released position make mark. measure out from that point 1 1/4 make next mark at 2". Then fill in the colors as indicated.

TEST AIR LEAKAGE RATE. With a full-charged air system (typically 125 psi), turn off the engine, release the service brake, and time the air pressure drop. The loss rate should be less than 2 psi in one minute for single vehicles, less than 3 psi in one minute for combination vehicles. Then apply 90 psi or more with the brake pedal. After the initial drop, if the air pressure falls more than 3 psi in one minute for single vehicles (more than 4 psi for combination vehicles) the air loss rate is too much. Check for air leaks and fix before driving the vehicle.

LOW PRESSURE WARNING The warning light and buzzer should come on before the air pressure drops below 60 psi in either system. If this happens while driving you should stop right away and safely park the vehicle.

PARKING BRAKE BUTTON Tractor and straight truck spring brakes will come fully on when air pressure drops to a range of 20 to 45 psi (typically 20 to 30 psi). Do not wait for the brakes to come on automatically. When the low air pressure warning light and buzzer first come on, bring the vehicle to a safe stop right away, while you can still control the brakes. Do not move the vehicle until air leak is fixed.

6.0 HAND AND PORTABLE POWERED TOOLS

6.1 Hand Tools – General

- a. Many tools and devices are furnished by the Agency. Take care of them. If any Agency-owned tool or device wears out, breaks, or otherwise becomes dangerous to use, do not use it. Report such conditions to your supervisor.
- b. Keep your assigned tools in good conditions at all times.
- c. Keep impact tools free from “mushroomed heads”. Cracked hammer handles must be replaced at once. Keep wrenches in good condition so that they will not slip.
- e. Do not use tools for purposes other than those for which they were designed.
- f. Jacks and vehicle safety stands shall be clearly marked with the load rating. Jacks and vehicle stands of sufficient rated capacity must be used whenever vehicles or equipment are elevated.
- g. Obtain and understand instructions from your supervisor before using tools with which you are not familiar.

6.2 Electric Power Tools

- a. Keep tools in good condition; keep them cleaned, oiled, and repaired.
- b. Use only grounded or double-insulated tools.
- c. Use only approved heavy-duty, grounded extension cords.
- d. Do not patch any serious damage to a cord; shorten the cord or obtain a new one.
- e. Do not abuse cords. Never carry a tool by the cord; never yank a cord to disconnect it from a receptacle, and never leave a cord where a vehicle may drive over it.
- f. Wear appropriate personal protective equipment (PPE) while using electric hand tools.
- g. Do not use electric tools in the presence of flammable vapors or gases.

6.3 Gasoline Powered Tools: General

- a. All gasoline power tools shall be maintained, fueled and operated in accordance with the manufacturer’s recommendations.
- b. Appropriate personnel protective equipment must always be worn.
- c. Only trained, instructed and or employees judged competent maybe authorized to operate gasoline powered tools.

6.4 Gasoline Powered Chain Saws

a. When operating a chain saw, appropriate clothing and personal protective equipment **must be worn**:

1. Hard Hat
2. Eye Protection-Face Shield or Goggles
3. Hearing Protection-Ear Muffs and/or Ear Plugs
4. Non-Slip Protective Footwear
5. Chain Saw Chaps
6. Work Gloves
7. Clothing-Trim Fitting Shirt Sleeves and Pant Cuffs

b. Chain saws **must be properly maintained**:

1. Keep saw chain sharpened.
2. Reverse cutter bar occasionally.
3. Keep chain under proper tension.
4. Chain brake should be properly adjusted.
5. Turn off saw to make adjustments.
6. Constantly check to see if chain is properly oiled.
7. Keep the saw clean of dirt, sawdust, oil and grease.
8. Keep tank vent and air cleaner clean.

c. Fueling Saw

1. Shut off engine.
2. Always use a safety can for fuel.
3. Wipe spilled fuel from saw.

d. Starting Saw

1. Move away from fueling spot - at least 10 feet.
2. The saw **shall** be started on the ground.
3. The chain brake **shall** be engaged.
4. Make sure chain is clear of all obstructions.
5. Hold the balance bar firmly with foot on handle.

e. Holding Saw - Good Control

1. Grip saw properly: grasp the forward handle with palm down, fingers gripping the front and thumb tucked under the rear - grasp the rear handle firmly.

f. Sawing Position

1. **Never start cutting until you have a clear place to work.**
2. be sure of footing.
3. Select a clear path of safe retreat (back 45E).
4. Don't reach way out so as to lose your balance.
5. Don't make any cut above shoulder height.
6. Always stand on uphill side.

7. Keep bystanders at a safe distance.
8. Stand to the side of the cut.
9. Keep your feet out from under the material being cut.
10. Be aware of the path of the saw before, during and after the cut.

g. Felling a Tree:

1. Check for dead limbs overhead.
2. Consider natural lean of tree, wind, notching, back cut, hinge, wedging and other trees.

h. Moving With Saw:

1. Always stop the engine or set the chain brake when moving with chain saw.
2. Carry the saw with chain pointing to the rear.
3. Watch out for hot exhaust.

i. **Kickback - Beware!**

1. Chain hits a solid object or knot.
2. Reaction is upward arc toward the operator.
3. Most dangerous point is when tip of bar hits a solid object.

6.5 Brush and Tree Chippers

a. Protection for Chipper Operators and Feeders:

1. Employees operating, feeding or working around the chipper shall wear a hard hat, eye protection (face shield or goggles), hearing protection, gloves and protective footwear.
2. They shall wear snug clothing and should avoid wearing wrist watches, rings and other jewelry which could be snagged by brush, limbs or logs as they are pulled into the chipper. Operators of chippers will be equipped with either a safety vest that has a 5 point break-away system or a AOT approved high visibility t-shirt.

b. Feeding the Chipper:

1. All brush, trees, limbs and logs shall be fed butt end first into the chipper.

c. Safety Controls and Brakes:

1. All chippers must be equipped with an emergency shut-down system that will immediately shut down the engine and chipper drum upon activation of the emergency control.
2. The emergency control device must be accessible from both sides of the machine and in front of the feed table.
3. Chipper Operation and Maintenance Must Comply With the Manufacturers' Recommendations.

7.0 HOUSEKEEPING

- a. Good housekeeping in the shop, office or in the field is essential to efficient, safe, healthy working conditions. Everyone must do their part by keeping work areas clean, material properly stored, and working and walking surfaces free from slip, trip and fall hazards. Waste materials and refuse should be properly disposed of.
 - 1. Aisles and exits must be kept clear at all times. A minimum of 28” needs to be established at all times.
 - 2. Oily rags must be stored in a covered metal receptacle. All containers must be properly labeled.
 - 3. Clean up all oil and grease spillage. Never use gasoline for cleaning.
 - 4. Clean up all liquid spills and notify your supervisor of leaking pipes and equipment.
 - 5. Access passageways to electrical panels, switches, firefighting equipment and emergency equipment shall not be obstructed.
 - 6. Washrooms, locker rooms and lunch areas are for your benefit. Keep them clean. Discard refuse and debris in appropriate receptacles.

8.0 FIRE SAFETY

8.1 General

- a. Fires not only destroy buildings and equipment, they can injure or kill. All employees have a personal responsibility to prevent fire.
- b. Familiarize yourself with the fire equipment in the area where you work, including the location and operation of the available portable extinguishers, the methods of turning in a fire alarm and the evacuation routes.

8.2 Properties Affecting Fire Prevention

- a. Fire is the result of a combination of three elements: fuel, oxygen, and heat for ignition.
- b. Flammable liquids, such as gasoline and alcohol do not burn; only their vapors burn. The lowest temperature at which vapors ignite in air when exposed to a source of ignition is called the flash point.
- c. The characteristics of gasoline vapor are that it is colorless, has a slight odor, and is heavier than air. Escaped vapors will remain close to the ground and collect in low points unless dispersed by air movement.
- d. Release of flammable liquids or vapors through leaks or spills creates a serious hazard. Since there are many possible sources of ignition in garages, any release of flammable liquids or vapors through leaks or spills creates an explosion hazard.

- e. Sources of ignition include open flames, electric sparks, static sparks, and hot surfaces such as hot motors, mufflers, and smoking.

8.3 Fire Prevention

- a. All employees must obey all fire safety rules, regulations, and signs. Restrictions on smoking, open flames and other sources of ignition and controlling the storage, handling, and use of flammable liquids or other hazardous materials are for your protection.
- b. To keep fuel from combining with oxygen and heat, keep covers closed on flammable liquid containers, especially those containing gasoline and alcohol.
- c. Only approved safety cans are to be used for the storage, transport or delivery of flammable liquids.
- d. Oily rags shall be stored in covered metal containers.
- e. Good housekeeping will prevent accumulation of materials which constitute a fire hazard. Keep your buildings and work areas neat and clean.
- f. Annual fire extinguisher training and refreshers shall be provided to all new and current AOT Operations employee

8.4 Fire Fighting Equipment

- a. Fire extinguishers should only be used in the initial or early stages of a fire. You should never attempt to fight a fire if:
 - 1. The fire could block your exit.
 - 2. The fire has spread beyond its immediate area.
 - 3. You are not familiar with the use of a fire extinguisher.

Remember: P A S S:

P - Pull the pin.

A - Aim extinguisher nozzle at the base of the flames.

S - Squeeze trigger while holding the extinguisher upright.

S - Sweep the extinguisher from side to side covering the area of the fire with extinguishing agent.

b. REMEMBER:

- 1. Should your path of escape be threatened;
- 2. Should the extinguisher run out of agent;
- 3. Should the extinguisher prove to be ineffective;
- 4. Should you no longer be able to safely fight the fire;

Leave the Area Immediately!

- c. Portable fire extinguishers must be properly maintained, accessible, and unobstructed at all times. Report any deficiencies to your supervisor.

- d. If you use a fire extinguisher or any other fire equipment, notify your supervisor at once so that it can be immediately replaced or restored to workable emergency service.
- e. Fire extinguishers must be inspected monthly and maintained annually.

8.5 Fire Alarm

- a. All employees should become familiar with fire alarm signals and the details for evacuating the building or work area in the event of a fire.

b. EVACUATION RULES TO KEEP IN MIND ARE:

1. Area evacuation shall occur immediately when a fire alarm sounds.
2. Excessive haste may cause serious injury or death. You should calmly and quickly walk to the nearest safe exit; do not run.
3. Evacuate as quietly as possible.
4. Do not use elevators during an evacuation.
5. Do not block access routes to the building and fire hydrants.
6. Move away from glassed areas.
7. Avoid interference with the work of fire, police, maintenance, security, or ambulance crews.
8. Once you are safely outside the building, report immediately to a predetermined area so others will know you are not trapped inside.

9.0 FLAMMABLE AND COMBUSTIBLE LIQUIDS

- a. Flammable and combustible liquids may present physical hazards (fire and explosion) and health hazards. Health hazards may include:

1. Eye irritation
2. Nausea
3. Skin rashes/irritations
4. Headache
5. May aggravate existing medical conditions

- b. When fueling equipment and vehicles the following rules shall be followed:

1. Shut off engine.
2. No smoking within 50'.
3. An approved fire extinguisher must be available within 25' - 75' of the fueling areas.

- c. Flammable and combustible liquids must be stored, transported and dispensed from approved safety cans or manufacturers' original containers.

- d. In case of contact, thoroughly wash the exposed skin area with soap and water. **Always wash your hands before eating.**

10.0 PARKING LOT SAFETY

- a. Parking lot safety is very basic and consists of a few easily-remembered, extremely important rules. Parking areas are often crowded with vehicles and people, requiring extra care as operators and pedestrians.

10.1 Always Follow These Rules

- a. Observe all posted speed limits and signs, and remember: the recommended maximum speed in any parking lot is 10 M.P.H., conditions permitting.
- b. Be aware of pedestrians and other moving vehicles -- keep a close watch for:
 - 1. People emerging from between vehicles
 - 2. Vehicles moving between parking lanes
 - 3. Vehicles backing out of parking spaces
- c. Never park in restricted areas, even momentarily. Be sure that your vehicle is not blocking fire or access for emergency services to the building. Only park in marked spaces.
- d. Extra attention is necessary when rain or snow creates slippery conditions in parking lots. Facility lots shall be maintained using de-icing materials to reduce accidents.
- e. Always lock your vehicle, even if you do not have valuables in your vehicle.
- f. Do not park in handicapped parking spaces unless your car displays the handicap identification plate.
- g. Take care when walking to and from your vehicle. Watch for moving vehicles and equipment.

11.0 FIRST AID, CARDIOPULMONARY RESUSCITATION (CPR) AND BLOOD BORNE PATHOGENS

11.1 First Aid, CPR and Blood borne Pathogens

- a. First aid is the immediate and temporary care given the victim of an accident or sudden illness until the services of a physician can be obtained.
- b. The Agency of Transportation encourages first aid training and cardiopulmonary resuscitation (CPR) training for its employees. Many Construction, Operations and Department of Motor Vehicles field personnel are trained in first aid and CPR.

- c. AOT employees that are trained in first aid and render first aid and CPR as a collateral duty must be trained in blood borne pathogens and must comply with an AOT/DMV Blood borne Pathogens Exposure Control Plan.
- d. First Aid and Blood borne Pathogen Biohazard Kits should be kept fully stocked and located to be readily accessible.
- e. The names of personnel trained in first aid and CPR shall be posted and made known to all employees.
- f. Emergency telephone numbers of the nearest physician, hospital, ambulance, fire and police departments shall be conspicuously posted. When calling for emergency services, do not get excited. Do not hang up the receiver until the person answering your call has all the necessary information and you are told that you can hang up the receiver.

11.2 Rabies Prevention and Removal of Dead Animals from Roadways

- a. The Agency of Transportation has a written guideline regarding rabies prevention and the handling, disinfection and disposal of dead animals and possible contact with domestic and wild animals. The guideline is reviewed annually and updated as necessary.
- b. It is the responsibility of all affected employees to be familiar with this guideline and prudent in their practices. When calling for emergency services, do not get excited. Do not hang up the receiver until the person answering your call has all the necessary information and you are told that you can hang up the receiver.

12.0 LIFTING AND MATERIALS HANDLING

- a. Lifting and material handling are the most common causes of occupational injuries. When you bend your back and lift, there is almost five times more force acting on your lower back than is exerted when you lift the same object by bending your knees and lifting with your legs.

12.1 Safe Lifting

- a. Get the center of the weight as high above the ground as possible. Stand it up; stand it on a corner if possible.
- b. Get the object as close as possible to the supporting column (your backbone).
- c. Position your legs and feet firmly, with your back as nearly vertical as possible. Bend your knees.
- d. Lift with your arms first and roll the object over your knees. Pull the object as close to you as possible.
- e. Stand up with the load using your legs, thus place little or no strain on your back.
- f. Shift your feet, don't twist your body.

- g. Setting the load down is just as important as picking it up. Using your leg and back muscles, comfortably lower the load by bending your knees. When the load is securely positioned, release your grip.
- h. If you place the load on a bench or table, place it on the edge so as to have the table take part of the load. Then push it forward with your arms, or if necessary, with a body motion.
- i. When lifting and carrying any object, always have a clear field of vision over the load and good footing.
- j. DON'T LIFT A LOAD THAT IS TOO HEAVY OR TOO LARGE. GET HELP OR USE MECHANICAL HANDLING OR LIFTING DEVICES.**

12.2 Chain Safety

- a. The importance of knowing how to select, inspect and use chains and hooks is often overlooked. Take the time to inspect hooks and chains and use them properly. Nobody wants to be injured, to injure someone, or drop or damage a load due the unsafe use of chains.
- b. Chains used to lift or hoist are slings covered by OSHA Standard 1910.184 Slings.
- c. Alloy steel chain (minimum grade 80) is the only chain approved for lifting and hoisting.
- d. Hooks, rings, attachments and fittings used with any chain must be of the same grade or have a rated capacity at least equal to the chain.
- e. Each alloy steel chain assembly must have a permanently affixed durable identification stating size, grade, rated capacity and reach.
- f. Each day before being used, the chain and all fastenings and attachments shall be inspected for damage or defects by a "competent person".
- g. A thorough periodic inspection of all alloy steel chains shall be made by a "competent person" based on: (a) frequency of use, (b) severity of service, (c) nature of lifts made, and (d) experience gained on the service life of slings. Inspections shall include wear, defective welds, deformation, and increase in length. Where such defects or deterioration are present, the sling shall be immediately removed from service. Such inspections shall in no event be at intervals greater than once every 12 months. Inspection records shall be maintained of the most recent month in which each alloy steel chain was thoroughly inspected.
- h. Slings shall be padded or protected from sharp edges.
- i. Employees shall keep clear of loads about to be lifted and of suspended loads. Never position yourself or others directly under any suspended load for any reason.
- j. CHAINS MUST NOT BE LOADED IN EXCESS OF THE RATED CAPACITY.**

13.0 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- a. Personal protective equipment or PPE is designed to protect you from health and safety hazards that cannot practically be removed from your work environment. Personal protective equipment includes protective equipment to protect your eyes, face, head and extremities, protective clothing, respiratory devices and protective shields and barriers.
- b. Personal protective equipment shall be issued or available to use whenever hazards are present that necessitate its use. **Use of Personal Protective Equipment is required.**
- c. Employees shall be trained to know the following:
 - 1. When PPE is necessary
 - 2. Type of necessary PPE
 - 3. How to properly don, doff, adjust and wear PPE
 - 4. The limitations of the PPE
 - 5. The proper care, maintenance, useful life and disposal of PPE
- d. It is imperative that affected employees demonstrate an understanding of the required training and are retrained as changes, inadequacies or circumstances indicate retraining is necessary.
- e. Training records must be maintained.

13.1 Eye and Face Protection

- a. Eye or face protection (including welding helmets) shall be worn when exposed to hazards from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or potentially injurious light radiation.
- b. Examples:
 - 1. When exposed to flying particles such as dust, chips, grit, metal or wood from chipping, drilling, grinding, scraping, brushing or sawing.
 - 2. When exposed to possible splashing of acid, alkalis, caustics or other hazardous chemicals or products.
 - 3. When exposed to high light or radiation levels. Goggles with filtered or shaded lenses shall be worn when engaged in or observing metal cutting or brazing operations. Welding helmets with filtered or shaded lenses shall be worn when engaged in heavy gas welding or arc welding or cutting.
 - 4. Goggles shall be worn when potential of any flying particles can enter around safety glasses.

c. Appropriate eye and/or face protection (safety glasses, goggles, face shields, helmets, etc.) shall always be selected in accordance with OSHA Standard 1910.33 for protection from the specific hazard.

13.2 Head Protection

- a. Hard hats will be worn whenever there is a danger of head injury from falling or flying objects.

b. Examples:

1. Cutting brush and trees/chipping
2. Working under objects that could fall
3. Working around equipment that can swing or elevate itself or materials
4. Working in trenches or excavations
5. Whenever you or your supervisor feel it necessary for your protection

13.3 Hearing Protection

a. Hearing protection (ear muffs and/or plugs) shall be worn whenever an employee is exposed to intense or high sound levels or high level impact or concussion noise. Noise levels exceeding 85db require hearing protection under OSHA 1910.95 standard.

b. Examples:

1. Chain saw/power tools
2. Pneumatic tools (jack hammer, impact wrench, pavement breaker)
3. Chipping/grinding
4. Tractor mowers

13.4 Hand and Arm Protection

a. Appropriate hand and arm protection shall be selected and worn when employees are exposed to hazards such as those from skin absorption of harmful substances, severe cuts or lacerations, severe abrasions, punctures, chemical burns, thermal burns, and harmful temperature extremes.

b. Examples:

1. Gloves (work) shall be used when handling or working with materials such as: wire, rope, lumber, galvanized metal, steel, and bituminous products.
2. Gloves (impervious) shall be selected and worn that are appropriate for protection from products such as acids, caustics, corrosives and toxic chemicals.
3. Gloves, sleeves and aprons (flame resistant) shall be worn while welding, brazing, and cutting.

13.5 Foot Protection

a. Employees shall wear protective footwear which meets the ANSI - Z41 – 1991 Standard for impact and compression protection where there is a danger of foot injuries due to falling and rolling objects.

b. Examples:

1. Carrying, handling or working around materials, objects, parts, or tools which could be dropped or fall onto the feet.
2. Working around hand trucks, material carts or pipes that could roll over on employees' feet.

13.6 Body Protection – Visibility

a. All VTRANS employees working on or near a traveled roadway, including the back of a ditch at cut sections and the point of shoulder at fill sections, shall wear VTRANS approved articles of clothing which include, ANSI class 3 vests, sweatshirts or t-shirts. These articles are high visibility

safety yellow or another agency approved high visibility color and are available through State contract. Each employee required to wear the approved clothing articles shall be responsible for maintaining his/her clothing in a clean, serviceable condition. The VTRANS high-visibility vests have been designed to display the required retro-reflective material on a background of bright fluorescent fabric and shall not be altered or modified in any way. Employees shall notify his/her immediate supervisor if the vest has been misplaced, damaged or is no longer in good condition.

- b. High-visibility apparel shall be worn while operating a chain saw in travelled roadways/work zones or when the vest interferes with any other personal protective equipment, such as fall protection harnesses. Examples would be working near machinery with a loose fitting vest, which poses a hazard; and a mechanic performing roadside under a vehicle or over the engine compartment, which poses a hardship. Reasonableness and good judgment must dictate any and all exceptions. For example, simply walking to a destination on a sidewalk may not require the VTRANS high-visibility apparel. However, work activity in the same setting will necessitate the appropriate PPE.
- c. Whenever the VTRANS high-visibility vest is not being worn, other Lime green (jacket, sweatshirt or t-shirt) must be worn. Employees working near heavy construction equipment shall always wear one of the approved high-visibility items.
- d. Employees engaged in traffic control shall always wear the VTRANS high visibility vest with "Traffic Control" visible as well as the approved orange or lime green ball cap.

13.7 Respiratory Protection

- a. Respirators shall not be used without the approval of the AOT Safety Manager and compliance with a written Respirator Program. This includes any portable ventilation system used for welding activities.
- b. In the control of occupational diseases caused by breathing air contaminated with harmful dusts, fogs, fumes, mists, gases, smokes, sprays or vapors, the primary objective is to prevent atmospheric contamination as far as feasible by accepted engineering control measures. When this is not possible or in addition, administrative controls may be implemented. The last resort is the use of respirators.
- c. All employees that are required for annual testing under the Agency of Transportations respiratory program shall meet all criteria for "facial hair" while testing as well as for regular use in the field.

14.0 BUILDINGS AND SYSTEMS

14.1 Posting of Notice, Signs and Posters

- a. The VOSHA Safety and Health Protection On-The-Job poster shall be displayed where all employees can see it.
 - b. The OSHA Form 300 - Log and Summary of Occupational Injuries and Illnesses shall be maintained and posted from February 1 to March 1 each year.

- c. The AOT Emergency Telephone Numbers poster shall be posted near each facility phone where all employees can see it.
- d. All facilities shall have a posted “Emergency Action plan” that includes a map of the facility including all exits and designated meeting locations.

14.2 Housekeeping and Storage

- a. Practice good housekeeping by properly organizing and storing materials and equipment and discarding all junk.
- a. Heavier objects should be stored on lower shelves or racks. Store lightweight cartons and packages on higher shelves.
- b. Boiler and furnace rooms should not be used for storage.
- c. Oil and grease rooms shall not be used for general storage.
- d. Doors equipped with self-closers shall not be chocked, blocked, or in any way held open.
- e. All doors, doorways and halls must be kept clear and unobstructed. A minimum 28” walkway shall be kept established at all times.
- f. All egress doors must be kept unlocked.
- g. Floors shall be kept clean, dry and in good repair and free of hoses, cords, and materials that create tripping and fire hazards.
- h. Waste materials shall be disposed of in proper receptacles. Oily rags shall be placed in covered metal waste receptacles and disposed of properly.
- i. The rest rooms shall be maintained in clean and sanitary condition.

14.3 Ladders

- a. Inspect all ladders before using them. Do not use ladders with broken, cracked or missing rungs or broken, cracked or split side rails. Report any defects to your superior.
- b. Always place a ladder so that its base is placed out from the top support one quarter of the vertical distance from its base to the top support.
- c. Use a ladder of sufficient length. The side rails must extend 36 inches above the landing.
- d. Always place the ladder on a firm, secure footing.
- e. Portable metal ladders shall not be used for electrical work or where they may contact electrical conductors.

- f. Fixed ladders of more than 20 feet to a maximum unbroken length of 30 feet must be provided with cages and landing platforms or equipped with ladder climbing safety devices.

14.4 Electrical Systems and Equipment

- a. The wiring, rewiring, deletion, or addition of electrical components or equipment shall be performed by a qualified electrician holding a current State of Vermont license.
- b. Extension cords shall be 3-wire type designed for hard or extra hard usage equipped with 3-prong grounded dead front plugs. Extension cords nor power strips shall be connected in a series "piggy backed"
- c. Extension and equipment cords shall be free from damage or poor splices.
- d. Electrical tools shall be in good condition, equipped with 3-wire cords and 3-prong grounded dead front plugs or double insulated.
- e. Fixed electrical equipment and outlets shall be grounded.
- b. All electrical boxes, switches, etc., shall be equipped with covers to protect against accidental electrical contact.
- c. "Lockout /Tagout" systems shall be used when electrical work is done.
- d. Electrical panel and switch areas shall be kept clean, unobstructed, and readily accessible at all times. Electrical panel circuit breakers shall be labeled.
- e. All electrical equipment, tools and appliances must be in good condition and used properly. Defective equipment must not be used. Report any deficiencies to your supervisor immediately.

14.5 Working near Electrical Power Lines

- a. Before working around or near lines all power levels must be identified by the proper utility company.
- b. A minimum clearance of 10 feet must be maintained between equipment or machinery and power lines 50 kV or less.
- c. For power lines greater than 50 kV, minimum clearance is 10 feet, plus 0.4 inches for each 1 kV over 50 kV or twice the length of the line insulator, but never less than 10 feet.
- d. **Exceptions:** Where electrical distribution and transmission lines have been de-energized and visibly grounded at point of work, or where insulating barriers, not a part of or an attachment to the equipment or machinery, have been erected to prevent physical contact with the lines.

15.0 MACHINERY AND EQUIPMENT

15.1 General

- a. Machine guarding shall be provided to protect the operator and other employees from hazards such as those created by point of operation, ingoing nip points, rotating parts, flying chips, and sparks.

15.2 Use, Maintenance and Repair - Lockout/Tag out

- a. Before any adjustments, maintenance, servicing, or repair is made to any machinery or equipment, it must be shut down, shut off, stored energy released, and locked out or key removed.
- b. The employees involved must be trained and the procedure followed must be in compliance with OSHA Standard 1910.147, The Control of Hazardous Energy (Lockout / Tagout).
- c. Only the person that installed the lock shall remove it.
- d. Tags shall be used to determine defect, date of tag out and employee reporting the defect.
 - 1. Flywheels, belts and pulleys, shafts, couplings, gears, and chain drivers must always be guarded against contact.
 - 2. Whenever guards are removed for maintenance or repair, the guard must be installed before the machine or equipment is returned to service.
 - 3. Equipment or machinery must not be operated with missing or damaged guards. Report any deficiencies to your supervisor immediately.
 - 4. Bench grinder tool rests (1/8") and tongue guards (1/4") must be properly adjusted.
 - 5. Compressed air used for cleaning must be reduced to less than 30 psi.
 - 6. Compressed air tanks must be drained weekly.

16.0 WORK ZONE TRAFFIC CONTROL

16.1 General

- a. The primary function of work zone traffic control is to move vehicles and pedestrians safely and expeditiously through or around temporary traffic control zones while protecting on-site workers and equipment.
- b. Work zone traffic control shall be consistent with the U.S. Department of Transportation, Federal Highway Administration, *Manual on Uniform Traffic Control Devices* (MUTCD), Part VI Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility and Incident Management Operations.

16.2 Flagger Qualifications

- a. Traffic control personnel (flaggers) shall have satisfactorily completed a course in traffic control. An up-to-date list of personnel trained in traffic control (flagging) should be maintained by the district or division.

b. Training to train traffic control personnel may be obtained by completing one of the following courses:

1. Associated General Contractors (AGC) of Vermont, Work Zone Traffic Control Course;
2. Associated General Contractors (AGC) of New Hampshire, Flagger Certification Course;
3. Obtaining certification from the American Traffic Safety Services Association (ATSSA) as a work site traffic supervisor;
4. Vermont Local Roads Program, Work Zone Traffic Control Course; or
5. AOT Traffic Operations, Work Zone Traffic Control Course (Instructed by ATSSA Certified Instructor).
6. Flagger training course (Agency of Transportation VTTC. Training facility)

16.3 Flagger High Visibility Clothing

- a. Flaggers shall wear high visibility lime green vests equipped with retro- reflective material with the words "Traffic Control" in prominent black letters on the front and back retro- reflective panels and approved headgear (orange or lime soft cap, winter toque or hard hat).

16.4 Flagging Procedures and Equipment

- a. Flagging procedures and the use of hand signaling equipment such as STOP / SLOW paddles shall be consistent with the *Manual on Uniform Traffic Control Devices* (MUTCD) Part VI Section 6E.

16.5 Flagger Breaks and Relief

- a. Flaggers must be relieved periodically during the course of work to provide ample rest breaks and diversions. This is very important to maintain proficient flagging operations.
- b. The safety of the flagger, the work crew and the safety of motorists and pedestrians may depend on the effectiveness of the flagger(s). Supervisors must recognize that in order to maintain that effectiveness, the best qualified flagger cannot be expected to flag without relief.
- c. In addition to breaks for coffee and lunch, periodic relief must be provided. The frequency of periodic relief should be based on weather, traffic and personal needs of the flagger.
- d. Supervisors must provide relief for flaggers in addition to coffee and lunch breaks.

17.0 STRUCTURES AND BRIDGES

17.1 Fall Protection

- a. Employees on walking / working surfaces with an unprotected side or edge which is 6 feet (1.8 m) or more above a lower level shall be protected from falling by the use of guardrail systems, safety net systems or personal fall arrest systems.

- b. The system selected, and training for employees exposed to fall hazards must comply with VOSHA Safety and Health Standards for Construction, Subpart M, and Fall Protection as well as the Vermont Agency of transportation's fall protection program.

17.2 Working Over or Near Water

- a. Employees working over or near water, where the danger of drowning exists, shall be provided with U.S. Coast Guard approved life jackets or buoyant vests.
- b. Ring buoys with at least 90 feet of marine floating line shall be provided and readily available for emergency rescue operations. Distance between ring buoys shall not exceed 200 feet.
- c. At least one life saving skiff shall be immediately available at locations where employees are working over or adjacent to water that requires its possible use.
- d. Copies of Working over Water plans, Job safety analysis forms and Tailgate talks will be readily available to all employees working on specific projects. A safety tailgate talk shall be given before each start of the project and to new employees/contractors coming onto each project. Copies should be with the competent person during the duration of the project.

17.3 Permit-Required confined spaces

The Vermont Agency of Transportation has a written program its employees from the hazards of entry into permit-required confined spaces and to comply with OSHA standard 1910.146

The Safety Coordinators from all Agency of Transportation sections are responsible for complete compliance with the written program.

Permit-required confined space mean a space that is: Large enough and so configured that a person can bodily enter and perform assigned work; and 2 as limited or restricted means for entry or exit; and 3 is not designated for continuous employee occupancy **and** has one of the following characteristics:

1. Contains or has potential to contain hazardous atmosphere.
2. Contains a material that has the potential for engulfing an entrant
3. Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross section.
4. Contains any other recognized serious safety or health hazard.

Entry into permit-required confined spaces requiring "entry permits" (Confined spaces that do not fully comply with 1910.146 standard Will not be allowed by AOT Employees.

18.0 TRENCHING, EXCAVATING and POUNDING

18.1 Call Before You Dig or Pound

- a. As required by Vermont Public Service Board, Rule 3.800; at least 48 hours prior to any excavating, or the erecting of signs, guardrails, or other installation requiring digging or insertion into the ground within the right-of-way, **you must call Dig Safe at 1-888-DIG-SAFE or 811.**

- b. **NOTE:** Not all utility companies are members of Dig Safe. You should also call the appropriate local utility companies for clearance before you dig or pound.

18.2 Trenching and Excavating

- a. A “competent person” shall be assigned to each trenching and/or excavating project that is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and has authorization to take prompt corrective measures to eliminate them.
- b. Trenches and excavations more than 5 feet in depth or height or whenever employees are exposed to danger of moving ground; trenches and excavations shall be laid back 1 ½ to 1’ stable slope, trench box, or some other means of approved compliant protection provided. Trenches or excavations with water present shall follow all above requirements at a depth of 4 feet.
- c. A stairway, ladder, ramp or other safe means of egress shall be located in trench excavations that are 4 feet (1.22 m) or more in depth so as to require no more than 25 feet (7.62 m) or lateral travel for employees.
- d. No employee shall be permitted underneath loads handled by lifting or digging equipment. Employees shall stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials. Operators may remain in the cabs of vehicles being loaded or unloaded.
- e. Excavated or other materials or equipment shall be effectively stored or retained at least 2 feet or more from the edge of the trench or excavation.
- f. Frequent inspections of excavations, the adjacent areas, and protective systems shall be made by a “competent person” for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions. An inspection shall be conducted by the “competent person” prior to the start of work and as needed throughout the shift. Inspections shall be made after every rainstorm or other hazard increasing occurrence.
- g. Walkways shall be provided where employees or equipment are required or permitted to cross over trenches or excavations. Guardrails (minimum 42”) shall be provided where walkways are 6 feet or more above lower levels.
- h. Trenching and excavation safety, including employee training, shall comply with OSHA Safety and Health Standards for Construction, Subpart P, Excavations and the Agency Of Transportation Trenching and Shoring policies.

19.0 HAZARDOUS MATERIALS AND HAZARDOUS WASTE

19.1 Hazardous Materials – General

- a. All employees who work with or are exposed to hazardous materials shall be familiar with their district, division, or section, Hazard Communication Program and Global Harmonization System (GHS) concerning training, labeling, and safety and health precautions for using and handling hazardous materials.

- b. All hazardous materials shall be used, stored, transported, and handled in compliance with applicable codes, regulations, laws, and Agency of Transportation Policies and Procedures.
- c. It is the policy of the Agency of Transportation that all hazardous materials managed by the Agency be treated in such a manner as to promote the highest degree of safety for Agency personnel and the general public, and to do the least amount of harm to the environment.
- d. Any questions related to hazardous materials should be referred to the Hazardous Materials & Waste Coordinators at (802)229-8740(cell) or (802) 498-7095(cell) or 250-4666 (pager)

19.2 Explosives

- a. The storage, use, handling, and transportation of explosives by Agency of Transportation personnel are prohibited.
- b. Whenever the use of explosives is required, a qualified blaster shall be utilized. Prior to contracting for blasting, verified proof of adequate insurance and a valid Vermont explosives license must be provided.

19.3 Hazardous Waste

- a. The policy of the Agency of Transportation is to have minimum quantities of hazardous materials involved in its activities and to continually strive to reduce hazardous waste generated. Hazardous waste managed by the Agency shall be treated in such a manner as to promote the highest degree of safety for Agency personnel and the general public. The storage, handling, and disposal of any hazardous waste will be done in accordance with Agency of Natural Resources Hazardous Waste Management Regulations, Agency of Transportation Policies and Procedures, and any other applicable regulations or laws.
- b. All spills of over 2 gallons and all substances suspected to be hazardous found on Agency of Transportation property or right of way should be reported immediately to the Hazardous Materials & Waste Coordinator (802)229-8740 or (802)498-7095 or 24 hour pager (802) 250-4666.

20.0 OFF-THE-JOB SAFETY

- a. Accidents occur more frequently off the job than on. The Agency of Transportation is vitally concerned with your safety and health off the job as well as on. Accidents on and off the job result in pain and suffering and sometimes death, as well as lost time from work.
- b. To prevent accidents on the highway and in the home requires only a little courtesy and common sense and obeying the rules and regulations that are established for our safety.
- c. While we cannot mandate the requirements of this manual in regard to employee activities during off duty hours, we strongly encourage our employees to apply this manual when working at home or on other sites that are not Agency of Transportation-work related.

MAKE IT A PRACTICE TO PRACTICE SAFETY AROUND THE CLOCK!



APPENDIX 5

Respiratory Appendix D

Appendix D to Sec. 1910.134 (Mandatory) Information for Employees Using Respirators When Not Required Under the Standard

Respirators are an effective method of protection against designated hazards when properly selected and worn. Respirator use is encouraged, even when exposures are below the exposure limit, to provide an additional level of comfort and protection for workers. However, if a respirator is used improperly or not kept clean, the respirator itself can become a hazard to the worker. Sometimes, workers may wear respirators to avoid exposures to hazards, even if the amount of hazardous substance does not exceed the limits set by OSHA standards. If your employer provides respirators for your voluntary use, or if you provide your own respirator, you need to take certain precautions to be sure that the respirator itself does not present a hazard.

You should do the following:

1. Read and heed all instructions provided by the manufacturer on use, maintenance, cleaning and care, and warnings regarding the respirators limitations.
2. Choose respirators certified for use to protect against the contaminant of concern. NIOSH, the National Institute for Occupational Safety and Health of the U.S. Department of Health and Human Services, certifies respirators. A label or statement of certification should appear on the respirator or respirator packaging. It will tell you what the respirator is designed for and how much it will protect you.
3. Do not wear your respirator into atmospheres containing contaminants for which your respirator is not designed to protect against. For example, a respirator designed to filter dust particles will not protect you against gases, vapors, or very small solid particles of fumes or smoke.
4. Keep track of your respirator so that you do not mistakenly use someone else's respirator.

Appendix E:

Train Schedule

Appendix E: Train Schedule

Train Schedule as of April 26, 2012

The arrival and departure times are only an estimate. Extra unscheduled trains are a regular occurrence. Contact Railroad Operator for actual schedule.

VTR, Northern Subdivision:

Trains Operate in Rutland Yard 24 hrs a day, 7 days a week

Trains Operate in Burlington Yard 24 hrs a day, 7 days a week

Trains Operate in Florence 24 hrs a day, Mon-Sat

Amtrak Operates between Whitehall and Rutland 0800 hrs to 0900 hrs and 1930 hrs and 2030 hrs, Daily

Rutland to Burlington: Depart Rutland 0600 hrs, arrive Burlington 1100 hrs, 7 days a week

Burlington to Rutland: Depart Burlington 1300 hrs, arrive Rutland 1800 hrs, 7 days a week

Burlington to Middlebury: Depart Burlington 1500 hrs, arrive Middlebury 1630 hrs, Mon-Fri

Middlebury to Burlington: Depart Middlebury 1800 hrs, arrive Burlington 1930 hrs, Mon-Fri

Florence to Rutland: Depart Florence 1100 hrs, arrive Rutland 1145 hrs, Mon-Sat

Rutland to Florence: Depart Rutland 1300 hrs, arrive Florence 1345 hrs, Mon-Sat

Rutland to Whitehall: Depart Rutland 2230 hrs, arrive Whitehall 2330 hrs, 7 days a week

Whitehall to Rutland: Depart Whitehall 0400 hrs, arrive Rutland 0600 hrs, 7 days a week

VTR, B&R Subdivision:

Trains Operate in North Bennington Yard 24 hrs a day, 7 days a week

Trains Operate on Hoosick Branch 24 hrs a day, 7 days a week

Rutland to N. Bennington: Depart Rutland 0900 hrs, arrive N. Bennington 1300 hrs, Tues-Fri

N. Bennington to Rutland: Depart N. Bennington 1500 hr, arrive Rutland 1900 hrs, Tues-Fri

GMRC, Bellow Falls Subdivision:

Trains Operate Trains Operate in Bellows Falls Yard 24 hrs a day, 7 days a week

Trains Operate in Rutland Yard 24 hrs a day, 7 days a week

Rutland to Bellows Falls: Depart Rutland 1000 hrs, arrive Bellows Falls 1400 hrs, Mon, Wed and Fri

Bellows Falls to Rutland: Depart Bellows Falls 1600 hrs, arrive Rutland 2000 hrs, Mon, Wed and Fri

Appendix E: Train Schedule

WACR, Montpelier& Barre Division:

WACR M&B operates as traffic demands, when in operation :

Barre to Montpelier: On duty 0700 hrs, depart 0800 hrs, arrive Montpelier 0900 hrs

Montpelier to Barre: Depart 1200 hrs, arrive Barre 1300 hrs

WACR, Bradford and Lyndonville Subdivision:

Trains operate in White River Junction Yard 24 hrs a day, 7 days a week

Starting in July until September 2, Passenger Trains will operate between White River Junction -
Thetford- White River Junction

This passenger train will work between locations during the hours of 1100 hrs and 1700 hrs, 4
days per week, Thurs, Fri, Sat, and Sun

Starting in September until November, Passenger trains will operate between White River Junction –
Thetford – White River Junction

This passenger train will work between locations during the hours of 1100 hrs and 1700 hrs, 6
days per week Tues, Wed, Thurs, Fri, Sat, and Sun

WRJ – Newport: Depart White River Junction 0800 hrs, arrive Newport 2000 hrs, 3 days a week.

Newport – White River Junction: Depart Newport 0800 hours, arrive White River Junction 2000 hrs,
2 days per week.

Appendix F:

Bridge Inspection Forms, Documents and Naming Conventions

Appendix F: Bridge Inspection Forms, Documents and Naming Conventions

VTrans Rail Bridge Inspection Form

VT RAIL BRIDGE INSPECTION FORM Type <input type="text"/>											
Form Version 1.2											
Town	<input type="text"/>	Br. Num	<input type="text"/>	Mile Post	<input type="text"/>	Feature Crossed	<input type="text"/>				
Line Name	<input type="text"/>	Branch	<input type="text"/>	Superstructure	<input type="text"/>	Substructure	<input type="text"/>				
No. Spans	<input type="text"/>	Struc. Len	<input type="text"/>	Span 1 Len	<input type="text"/>	No. Tracks	<input type="text"/>	Yr Built	<input type="text"/>	Rennov.	<input type="text"/>
Horiz. Track Alignment	<input type="text"/>	Vert. Track Alignment	<input type="text"/>				Gauge	<input type="text"/>			
Deck Type	<input type="text"/>	Inspector	<input type="text"/>			Date Inspected	<input type="text"/>		Date Filled Out	<input type="text"/>	

Bridge General						Girders or Trusses <input type="checkbox"/> NA			Stringers <input type="checkbox"/> NA			
Elements	Cond.	Action	Elements	Cond.	Action	Elements	Cond.	Action	Elements	Cond.	Action	
Action Under Load	<input type="text"/>	<input type="text"/>	Scour	<input type="text"/>	<input type="text"/>	Top Flanges/Chords	<input type="text"/>	<input type="text"/>	Top Flanges	<input type="text"/>	<input type="text"/>	
Approach Track	<input type="text"/>	<input type="text"/>	Erosion	<input type="text"/>	<input type="text"/>	Bottom Flanges/Chords	<input type="text"/>	<input type="text"/>	Bottom Flanges	<input type="text"/>	<input type="text"/>	
Track on Bridge	<input type="text"/>	<input type="text"/>	Channel	<input type="text"/>	<input type="text"/>	Webs or Diagonals	<input type="text"/>	<input type="text"/>	Webs	<input type="text"/>	<input type="text"/>	
Approach Ties	<input type="text"/>	<input type="text"/>	Catwalks	<input type="text"/>	<input type="text"/>	Stiffeners or Verticals	<input type="text"/>	<input type="text"/>	Stiffeners	<input type="text"/>	<input type="text"/>	
Deck Ties	<input type="text"/>	<input type="text"/>	Handrails	<input type="text"/>	<input type="text"/>	Pins	<input type="text"/>	<input type="text"/>	Rivets/Bolts	<input type="text"/>	<input type="text"/>	
Miscellaneous Notes						Rivets or Bolts	<input type="text"/>	<input type="text"/>	Welds	<input type="text"/>	<input type="text"/>	
Other Issues - Please Describe						Welds	<input type="text"/>	<input type="text"/>	Con pl/Guss/Ang	<input type="text"/>	<input type="text"/>	
Cond. Action						Con pl/Guss/Ang	<input type="text"/>	<input type="text"/>	Diaphragms	<input type="text"/>	<input type="text"/>	
1.	<input type="text"/>				<input type="text"/>	<input type="text"/>	Top Lateral Bracing	<input type="text"/>	<input type="text"/>	Culverts <input type="checkbox"/> NA		
2.	<input type="text"/>				<input type="text"/>	<input type="text"/>	Bottom Lateral Bracing	<input type="text"/>	<input type="text"/>	Elements	Cond.	Action
3.	<input type="text"/>				<input type="text"/>	<input type="text"/>	Cross Frames	<input type="text"/>	<input type="text"/>	Barrel	<input type="text"/>	<input type="text"/>
NA Abutment Conditions						Bracing Struts	<input type="text"/>	<input type="text"/>	Head walls	<input type="text"/>	<input type="text"/>	
<input type="checkbox"/> NA						Diagonal Bracing - Top	<input type="text"/>	<input type="text"/>	Cutoff walls	<input type="text"/>	<input type="text"/>	
#1						Diagonal Bracing - Bot	<input type="text"/>	<input type="text"/>	Portals	<input type="text"/>	<input type="text"/>	
#2						Portals	<input type="text"/>	<input type="text"/>	Footings	<input type="text"/>	<input type="text"/>	
Elements	Cond.	Action	Cond.	Action		Floor Beams <input type="checkbox"/> NA						
Stem/Columns	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		Elements	Cond.	Action				
Wingwalls	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		Top Flanges	<input type="text"/>	<input type="text"/>				
Backwalls	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		Bottom Flanges	<input type="text"/>	<input type="text"/>				
Pedestals	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		Webs	<input type="text"/>	<input type="text"/>				
Bridge Seat	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		Stiffeners	<input type="text"/>	<input type="text"/>				
Bearings	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		Rivets/Bolts	<input type="text"/>	<input type="text"/>				
Parapets & Capstones	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		Welds	<input type="text"/>	<input type="text"/>				
Pointing	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		Con pl/Guss/Ang	<input type="text"/>	<input type="text"/>				
Footing	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		Diaphragms	<input type="text"/>	<input type="text"/>				
Settlement	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		Slab <input type="checkbox"/> NA						
Piles	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		Elements	Cond.	Action				
Pier Protection	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		Slab	<input type="text"/>	<input type="text"/>				
Cap Beams	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		FOR IMMEDIATE ATTENTION						
Top of stem/cap	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>								
Diagonal Bracing	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		Deck Condition <input type="text"/>						

Superstructure Cond.	<input type="text"/>
Substructure Cond.	<input type="text"/>
Overall Bridge Cond.	<input type="text"/>
Submit by Email	

Appendix F: Bridge Inspection Forms, Documents and Naming Conventions

VTrans Rail Bridge Inspection Form

Br No <input type="text"/>	VERMONT RAIL BRIDGE INSPECTION FORM	
<small>Form Version 1.2</small>		
GENERAL: Inspection Notes, including any maintenance concerns		
<div style="border: 1px solid black; height: 60px;"></div>		
ABUTMENTS: Inspection Notes		
<div style="border: 1px solid black; height: 60px;"></div>		
PIERS/BENTS: Inspection Notes		
<div style="border: 1px solid black; height: 60px;"></div>		
MISC. SUPERSTRUCTURE: Inspection Notes		
<div style="border: 1px solid black; height: 60px;"></div>		
PRIMARY LOAD ELEMENTS - SUPERSTRUCTURE: Inspection Notes		
<div style="border: 1px solid black; height: 60px;"></div>		
FLOOR BEAMS: Inspection Notes		
<div style="border: 1px solid black; height: 60px;"></div>		
STRINGERS: Inspection Notes		
<div style="border: 1px solid black; height: 60px;"></div>		
ADDITIONAL ELEMENTS: Inspection Notes	TRACK: Vertical Profile (Approaches & On Bridge)	
<div style="border: 1px solid black; height: 60px;"></div>	<div style="border: 1px solid black; height: 60px;"></div>	

Appendix F: Bridge Inspection Forms, Documents and Naming Conventions

Rating Code Definitions

The purpose of the rating system is to ensure consistency in classifying structures with an appropriate code and to provide a corrective reaction for the identified condition. The rating system attempts to provide an overall understanding of a structure's condition and is based on an inspector applying appropriate condition rating codes. The following summarizes this relationship:

<u>Condition Rating</u>	<u>Condition Description</u>	<u>Implied Reaction</u>	<u>Key</u>
H	Hidden	Not Applicable	N/A
N	Not Applicable	Not Applicable	N/A
9	Excellent	No Action	AA
8	Very Good	No Action	AA
7	Good	No Action	AA
6	Satisfactory	Improve Maintenance	BB
5	Fair	Periodic Maintenance	CC
4	Poor	Long Term Rehabilitation	DD
3	Serious	Intermediate Term Rehabilitation	EE
2	Critical	Short Term Rehabilitation	FF
1	Failure Imminent	Emergency Declaration	GG
0	Structural Failure	Replace Structure	HH

Key – Explanation of Double Letter Codes:

N/A	Not Applicable
AA	Continue to inspect structure on a one year cycle.
BB	No rehabilitative measures are required for the next time the structure is to be inspected.
CC	Structure's component(s) can be treated effectively or improved with accelerated maintenance procedures and/or replacement of structural component(s) to extend service life.
DD	Structure listed in long term rehabilitation program for rehabilitation within the next five to ten year period.
EE	Structure listed in intermediate term rehabilitation program for rehabilitation within the next two to five year period.
FF	Structure listed in short term rehabilitation program for rehabilitation within the next two year period. Requires periodic monitoring of identified structural concern(s).
GG	Immediate rehabilitation necessary.
HH	Structure has failed and is to remain out of service pending reconstruction.

Appendix F: Bridge Inspection Forms, Documents and Naming Conventions

Condition Rating

- | | |
|---|--|
| H | Hidden From View |
| N | Not Applicable |
| 9 | Excellent Condition |
| 8 | Very Good Condition – no problems noted. |
| 7 | Good Condition – some minor problems. |
| 6 | Satisfactory Condition – structural elements show some minor deterioration. |
| 5 | Fair Condition – primary elements are sound but may have minor section loss, cracking spalling or scour. |
| 4 | Poor Condition – advanced section loss, deterioration, spalling or scour. |
| 3 | Serious Condition – loss of section, deterioration, spalling or scour have seriously affected primary structural components. Local failures are possible. Fatigue cracks in steel or shear cracks in concrete may be present. |
| 2 | Critical Condition – advanced deterioration of primary structural elements. Fatigue cracks in steel or shear cracks in concrete may be present or scour may have removed substructure support. Unless closely monitored, it may be necessary to close the bridge until corrective action is taken. |
| 1 | Failure Imminent – major deterioration or section loss present in critical structural components or obvious vertical or horizontal movement affecting structure stability. Bridge is closed to traffic but corrective action may allow light service. |
| 0 | Structural Failure – out of service; beyond corrective action. |

Appendix F: Bridge Inspection Forms, Documents and Naming Conventions

Culvert Condition Rating

- | | |
|---|--|
| H | Hidden From View |
| N | Not Applicable – use if structure is not a culvert |
| 9 | Excellent Condition – no deficiencies. |
| 8 | Very Good Condition – no noticeable or noteworthy deficiencies which affect the condition of the culvert. Insignificant scrape marks caused by drift. |
| 7 | Good Condition – shrinkage cracks, light scaling and insignificant spalling which does not expose reinforcing steel. Insignificant damage caused by drift with no misalignment and not requiring corrective action. Some minor scouring has occurred near curtain walls, wingwalls or pipes. Metal culverts have a smooth symmetrical curvature with superficial corrosion and no pitting. |
| 6 | Satisfactory Condition – deterioration or initial disintegration, minor chloride contamination, cracking with some leaching, or spalls on concrete or masonry walls and slabs. Local minor scouring at curtain walls, wingwalls or pipes. Metal culverts have a smooth curvature, non-symmetrical shape, significant corrosion or moderate pitting. |
| 5 | Fair Condition – moderate to major deterioration or disintegration, extensive cracking and leaching, or spalls on concrete or masonry walls and slabs. Minor settlement or misalignment. Noticeable scouring or erosion at curtain walls, wingwalls or pipes. Metal culverts have significant distortion and deflection in one section, significant corrosion or deep pitting. |
| 4 | Poor Condition – Large spalls, heavy scaling, wide cracks, considerable efflorescence, or opened construction joint permitting loss of backfill. Considerable settlement or misalignment. Considerable scouring or erosion at curtain walls, wingwalls or pipes. Metal culverts have significant distortion and deflection throughout, extensive corrosion or deep pitting. |
| 3 | Serious Condition – any condition described in Code 4 but which is excessive in scope. Severe movement or differential settlement of the segments, or loss of fill. Holes may exist in walls or slabs. Integral wingwalls nearly severed from culvert. Severe scour or erosion at curtain walls, wingwalls, or pipes. Metal culverts have extreme distortion and deflection in one section, extensive corrosion or deep pitting with scattered perforations. |
| 2 | Critical Condition – integral wingwalls collapsed, severe settlement of railway due to loss of fill. Section of culvert may have failed and can no longer support embankment. Complete undermining at curtain walls and pipes. Correction action required to maintain traffic. Metal culverts have extreme distortion and deflection throughout with extensive perforations due to corrosion. |
| 1 | Failure Imminent – Bridge is closed to traffic but corrective action may allow light service. |
| 0 | Structural Failure – Bridge is closed; replacement necessary. |

Appendix F: Bridge Inspection Forms, Documents and Naming Conventions

Submittal Formats

Inspection reports submitted to the Railroad Bridge Engineer shall be in XML format and shall follow the following naming convention:

BridgeNumber_InspectionYear_DEFAULT_FILENAME_VIA_SUBMIT_EMAILBUTTON.xml
BR304_2012_1sp_Inspection_Form_v1.1_data.xml

Photos shall be submitted using the following naming conventions. Each File shall contain the bridge number, inspection year and an appropriate description in the file name. The following are examples, however it is up to the Designated Bridge Inspector to name the files with an appropriate description included. The descriptions can be shortened if necessary, for instance Abutment1 = Abut1.

BridgeNumber_InspectionYear_AbutmentNumber_1.jpg
BR304_2012_Abutment1_1.jpg

BridgeNumber_InspectionYear_AbutmentNumber_2.jpg
BR304_2012_Abutment1_2.jpg

BridgeNumber_InspectionYear_Superstructure_1.jpg
BR304_2012_Superstructure_1.jpg

BridgeNumber_InspectionYear_Superstructure_2.jpg
BR304_2012_Superstructure_2.jpg

BridgeNumber_InspectionYear_Approach_1.jpg
BR304_2012_EastApproach_1.jpg

BridgeNumber_InspectionYear_Approach_2.jpg
BR304_2012_WestApproach_1.jpg

There shall be a **MINIMUM** of:

- 2 photos of the approach, one on each side
- 2 photos of the deck
- 4 photos of the superstructure, 2 on each side
- 3 photos per abutment or substructure unit, including 1 photo of bridge seats/bearings per unit

Appendix F: Bridge Inspection Forms, Documents and Naming Conventions

Submittal Formats (Continued)

Any sketches, narratives and notes shall be submitted in PDF format and shall include the bridge number, inspection year and an appropriate description in the file name. For example:

BridgeNumber_InspectionYear_Abutment1_Sketch.pdf

[BR304_2012_Abutment1_Sketch.pdf](#)

BridgeNumber_InspectionYear_Abutment1_Notes.pdf

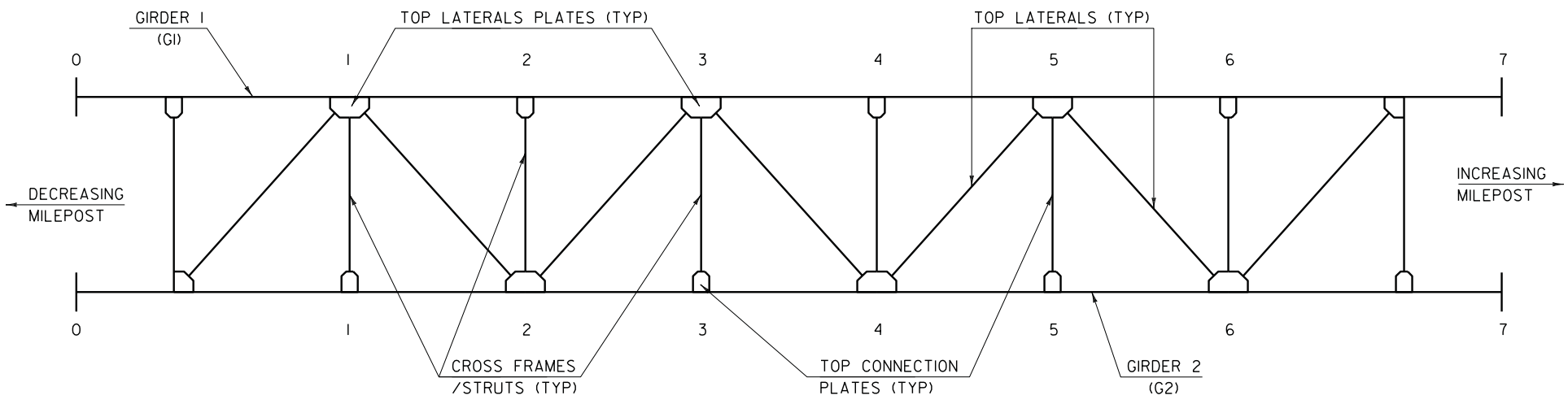
[BR304_2012_Abutment1_Notes.pdf](#)

Bridge Component Naming Conventions

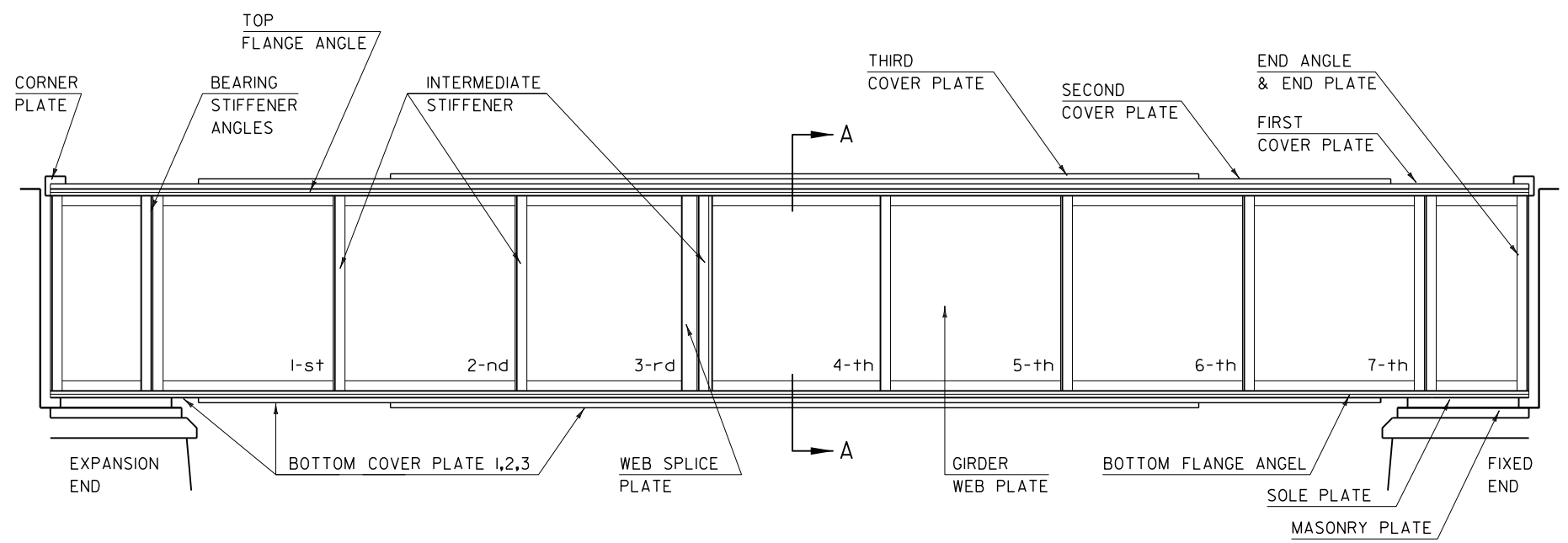
The following pages contain drawings which show the bridge component naming convention to be used in inspection reports for the various bridge types. MicroStation Files available upon request.



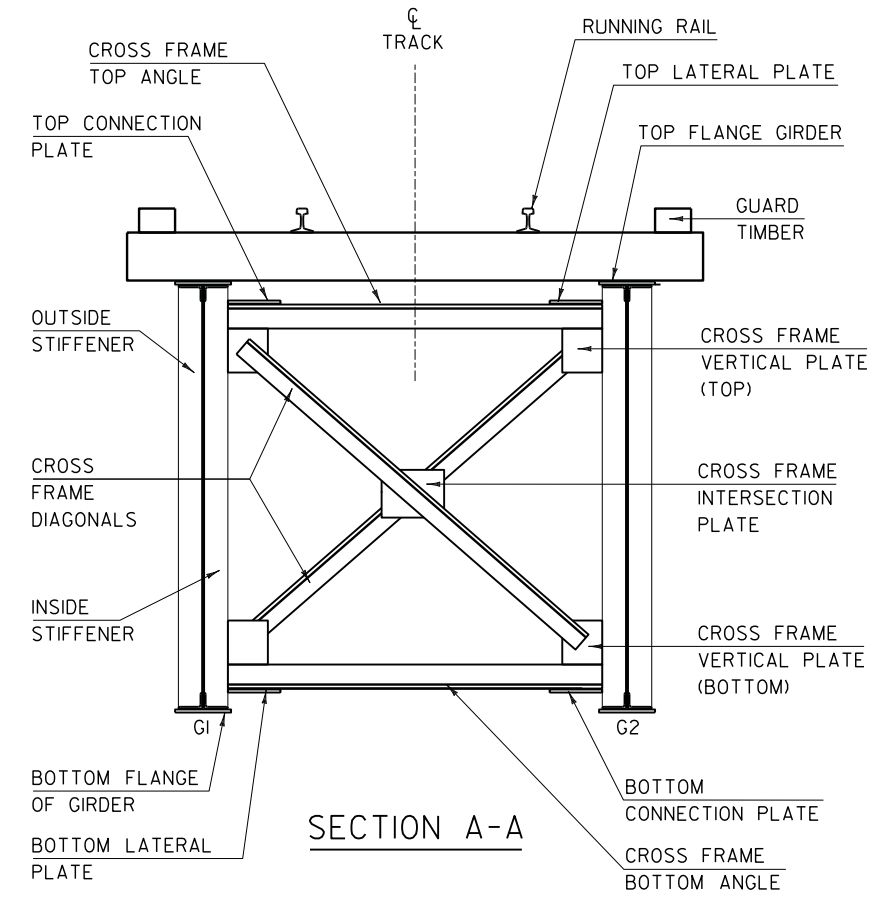
TYPICAL DECK PLATE GIRDER BRIDGE



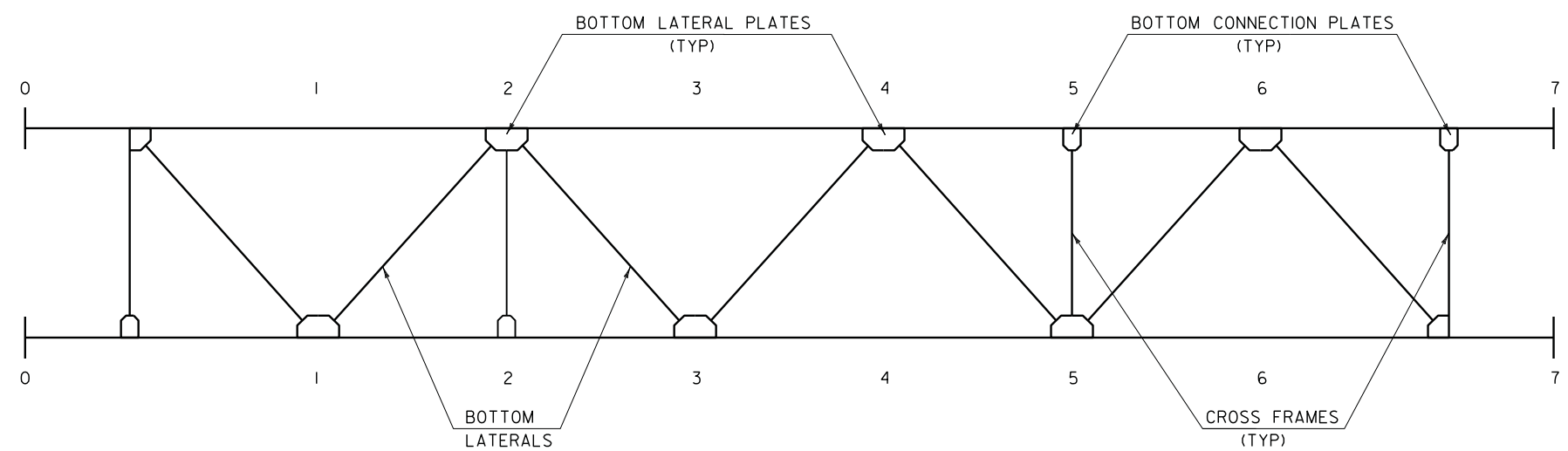
TOP BRACING-PLAN VIEW



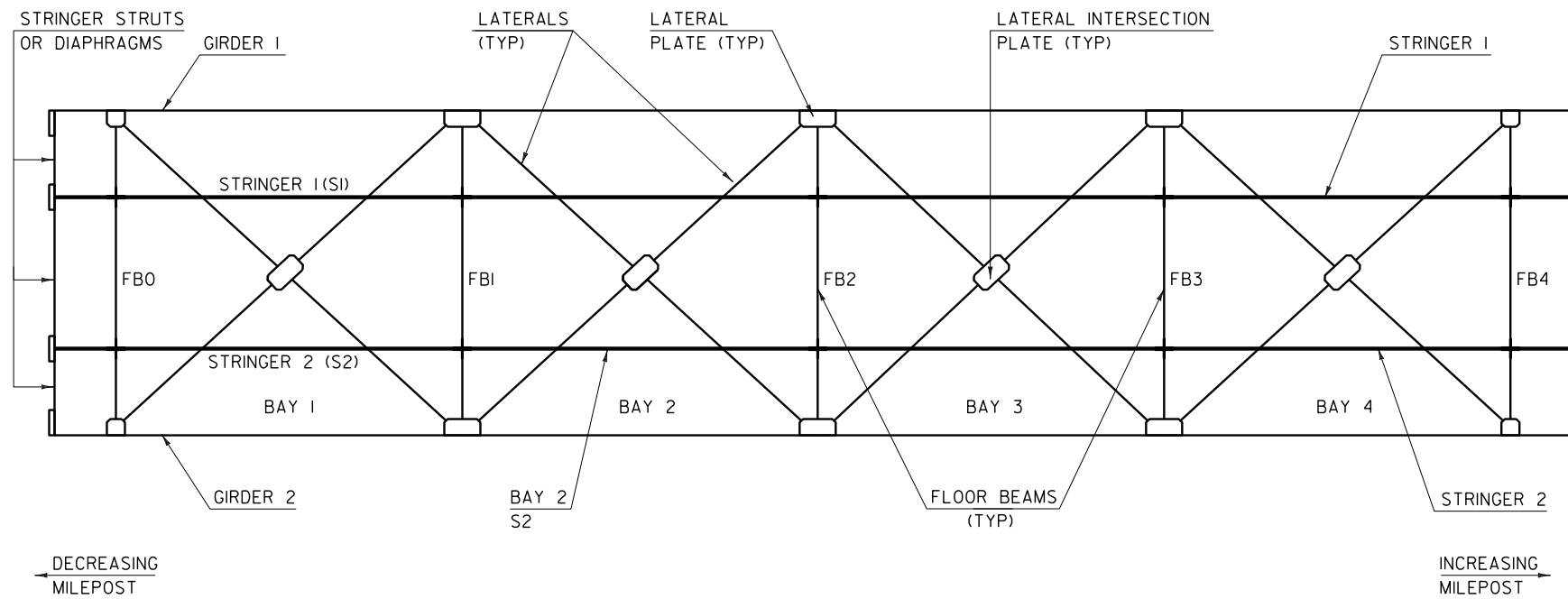
ELEVATION VIEW



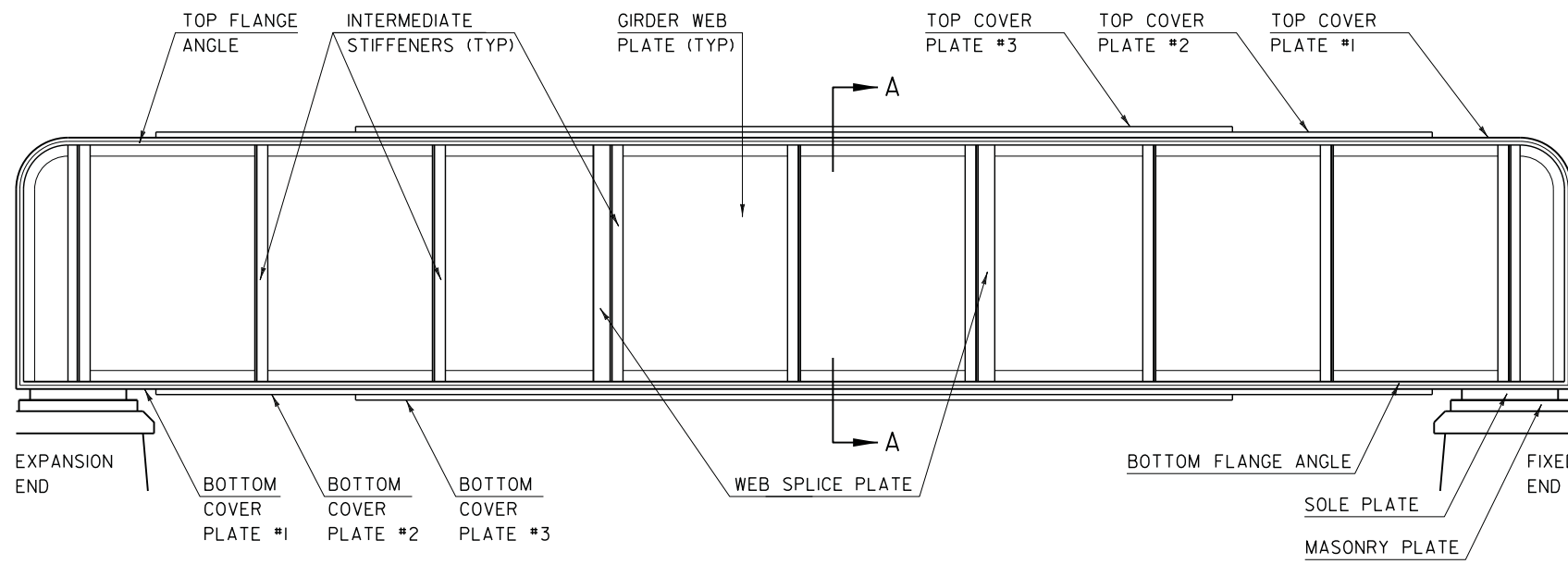
SECTION A-A



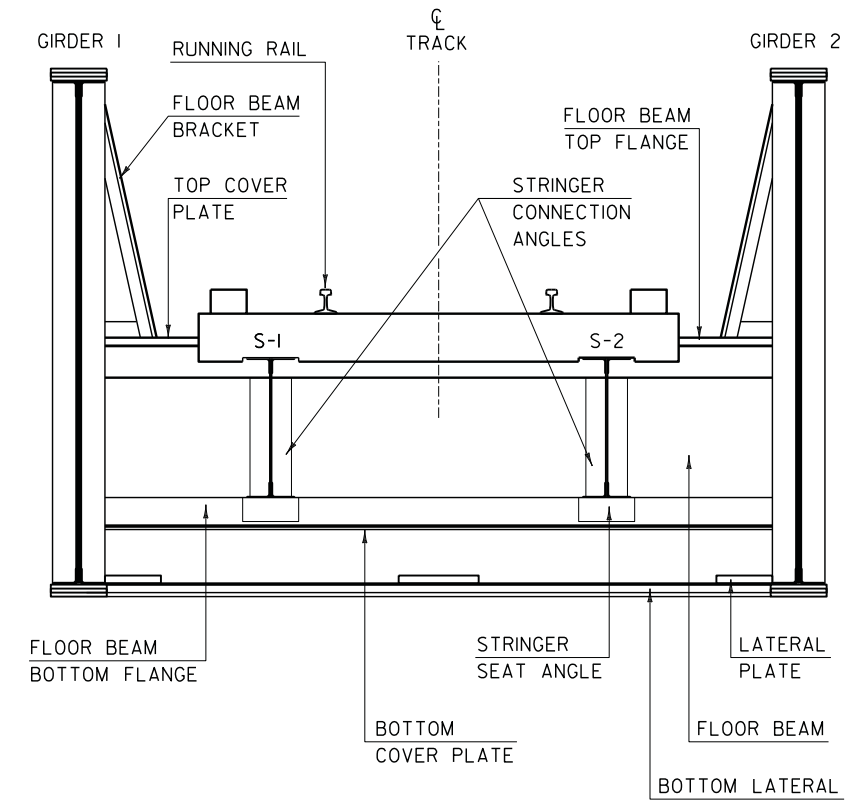
BOTTOM BRACING-PLAN VIEW



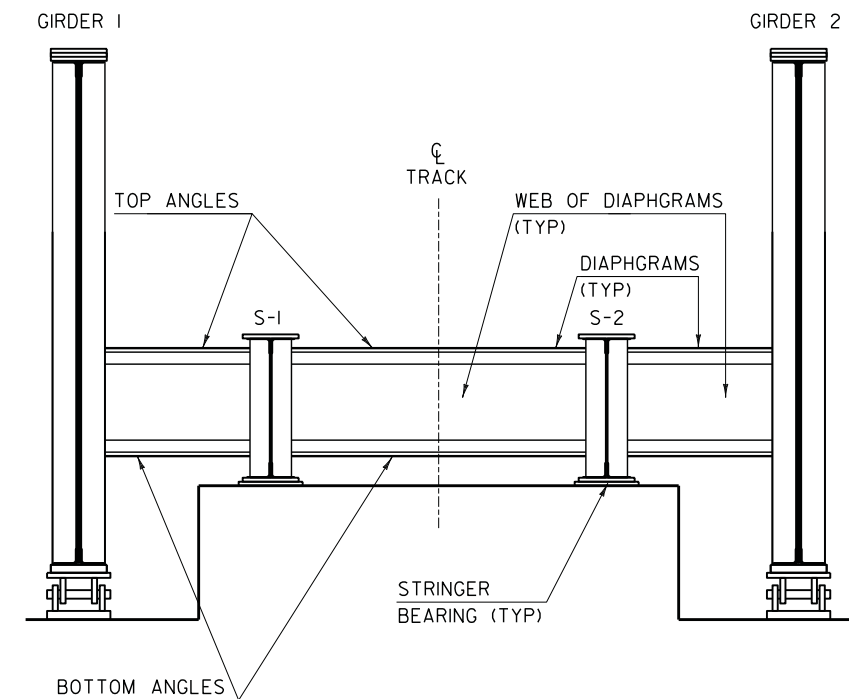
PLAN



ELEVATION



SECTION A-A



SECTION AT END OF GIRDERS

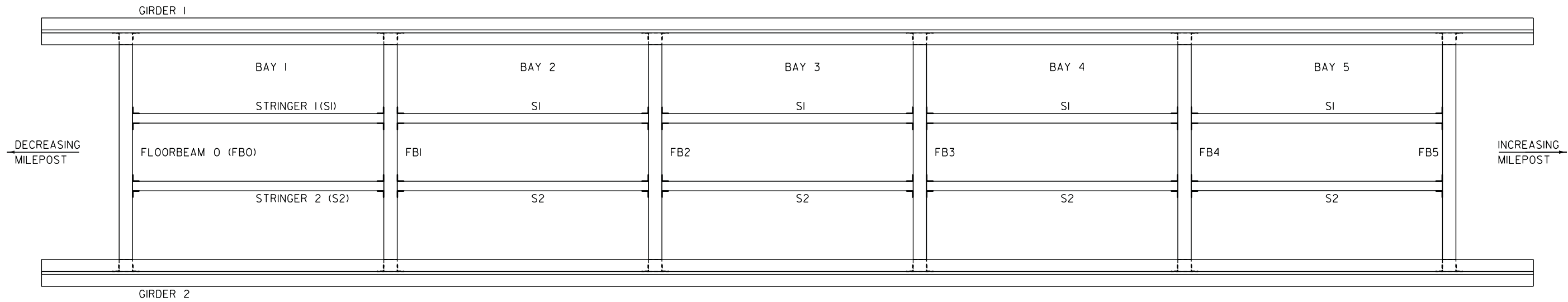


TYPICAL THRU PLATE GIRDER BRIDGE

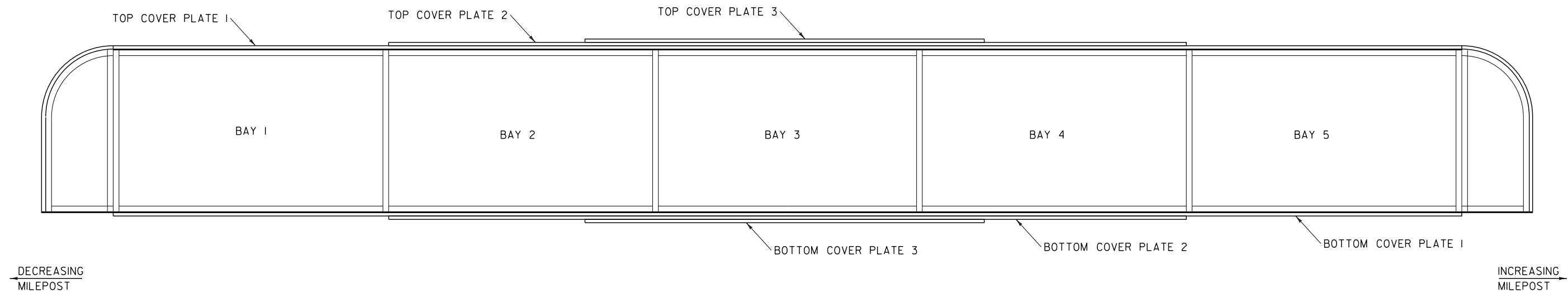
TOWN, BRIDGE NO.

DATE INSPECTED:

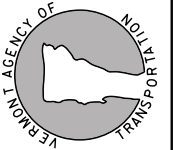
INSPECTOR:



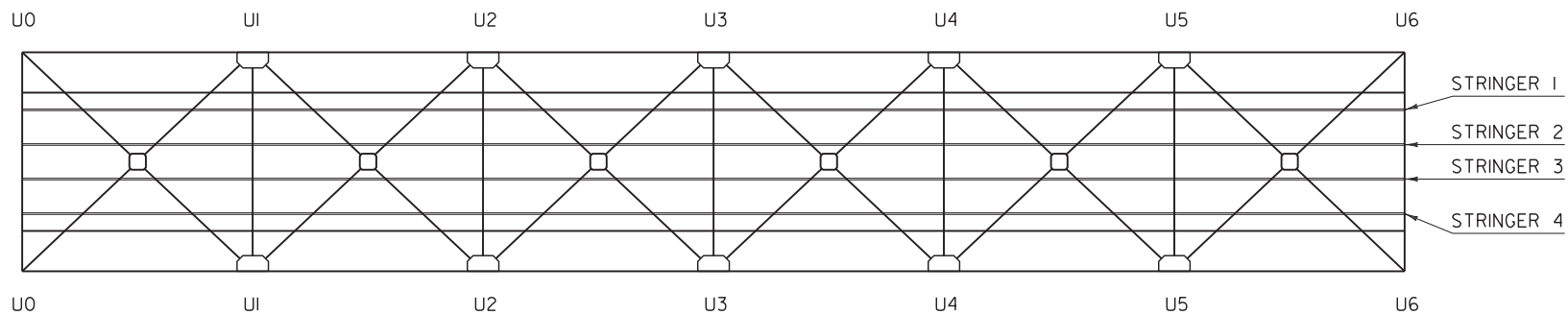
PLAN VIEW - PLATE GIRDER



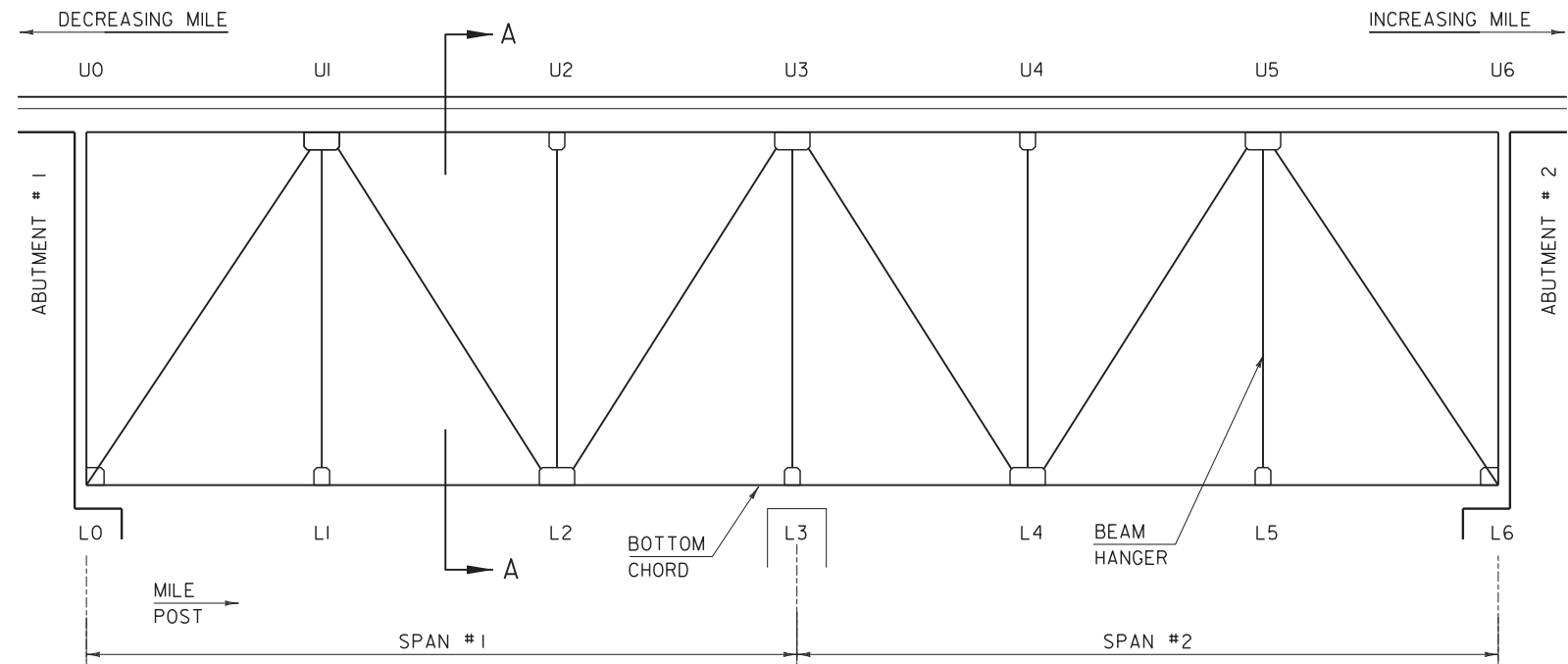
ELEVATION VIEW - PLATE GIRDER



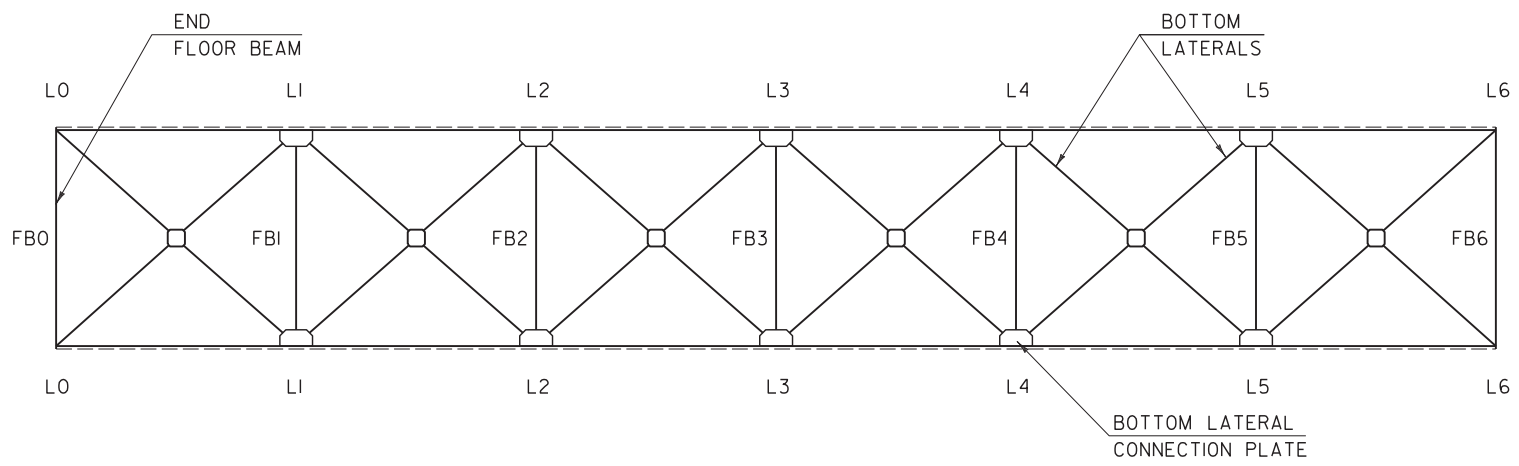
BRIDGE ELEMENT NUMBERING
-PLATE GIRDER-



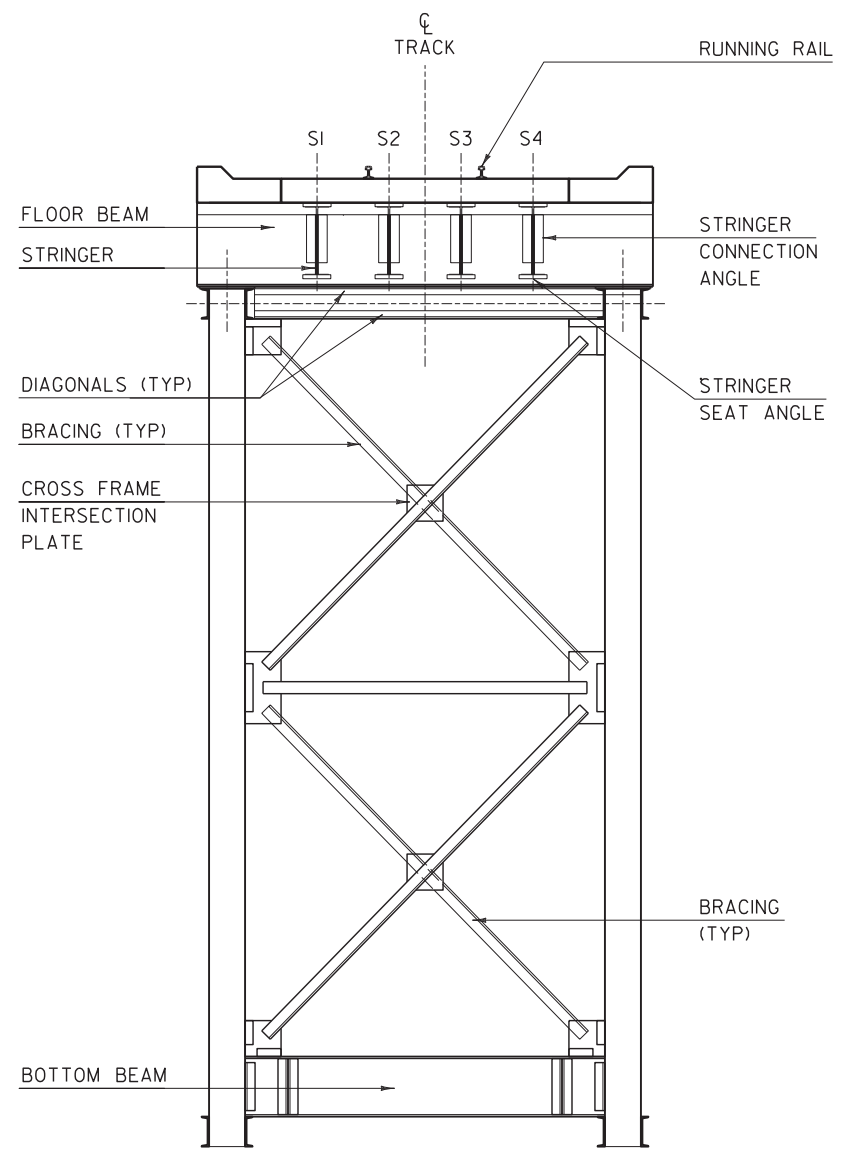
TOP OF DECK PLAN BRACING



ELEVATION



BOTTOM LATERAL BRACING

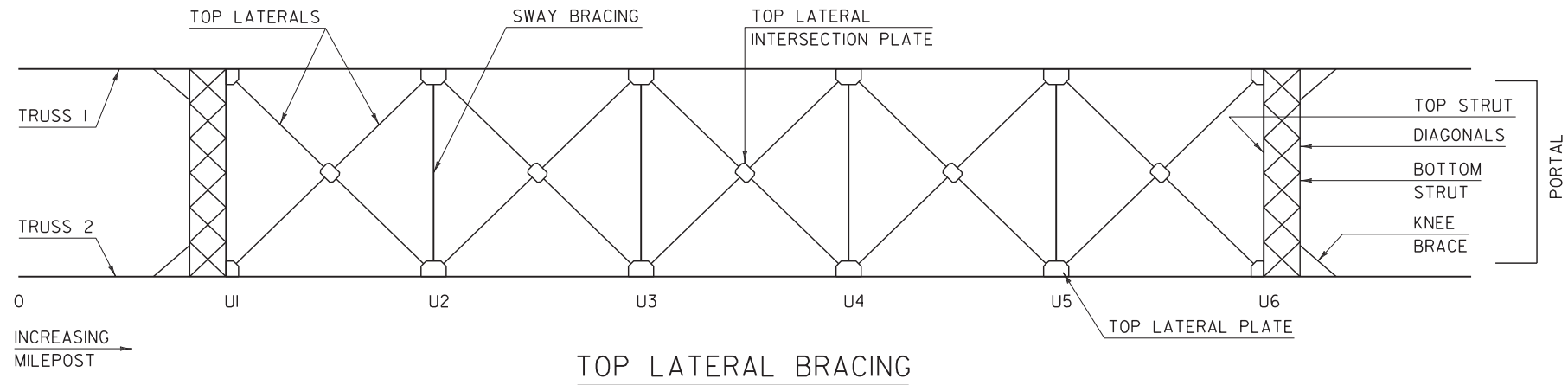


SECTION A-A

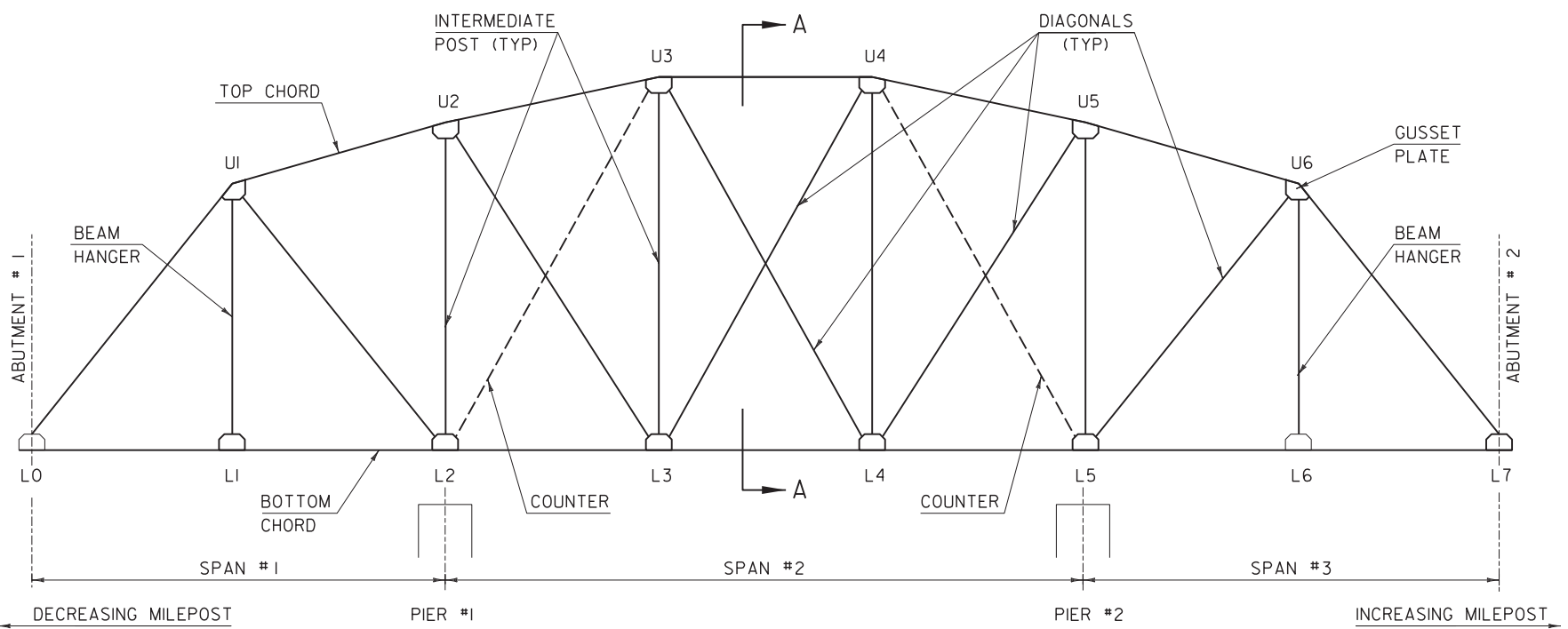


TYPICAL
DECK TRUSS BRIDGE

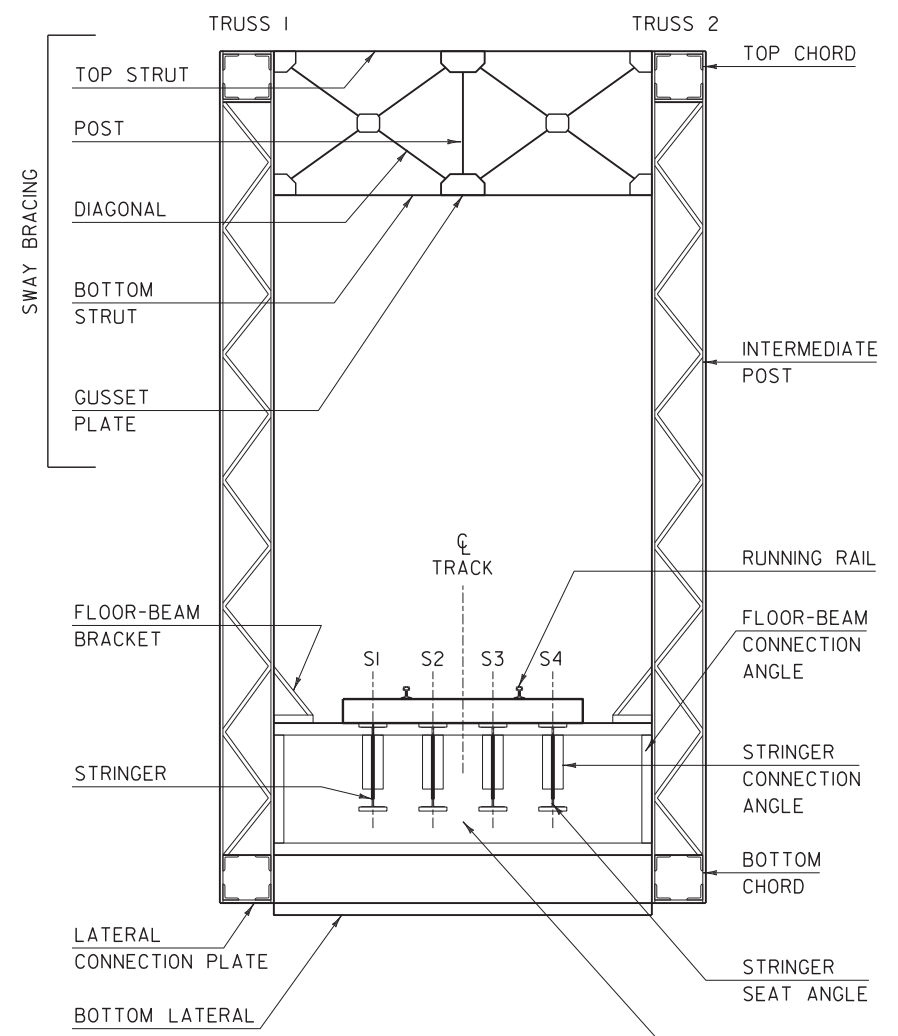
TOWN, BRIDGE NO.
DATE INSPECTED:
INSPECTOR:



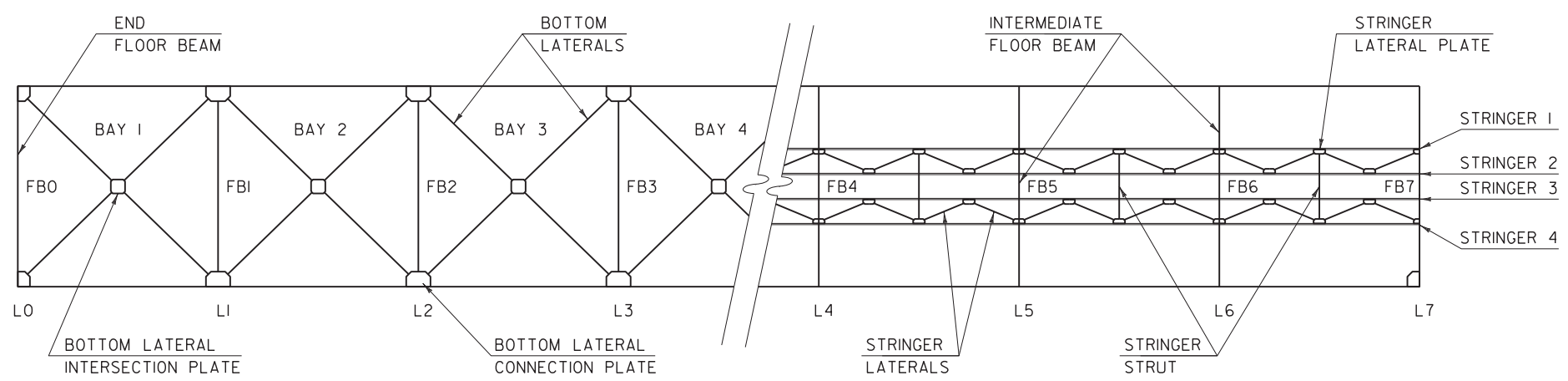
TOP LATERAL BRACING



ELEVATION



SECTION A-A

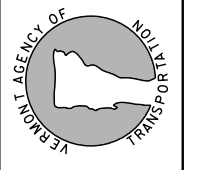
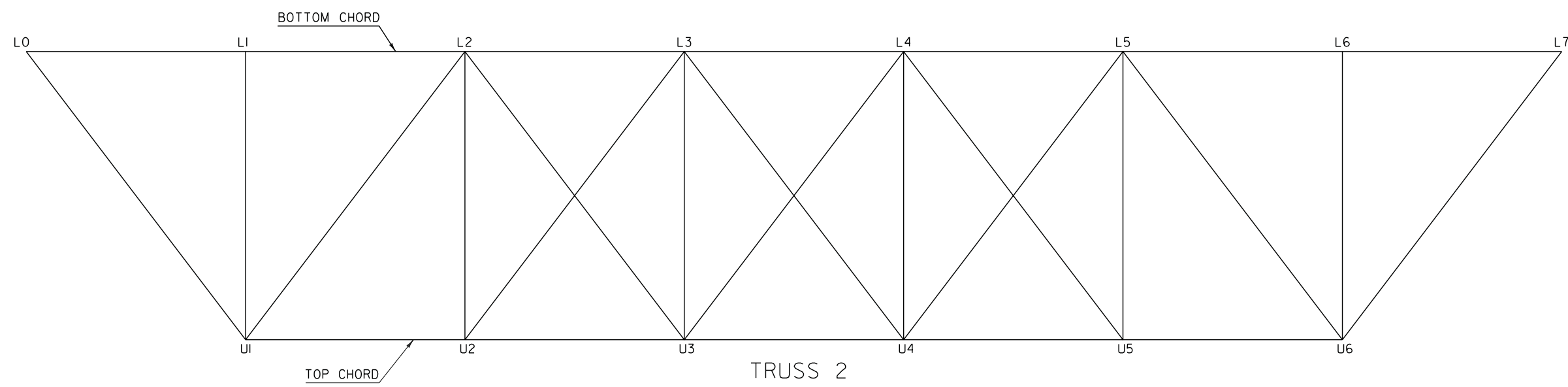
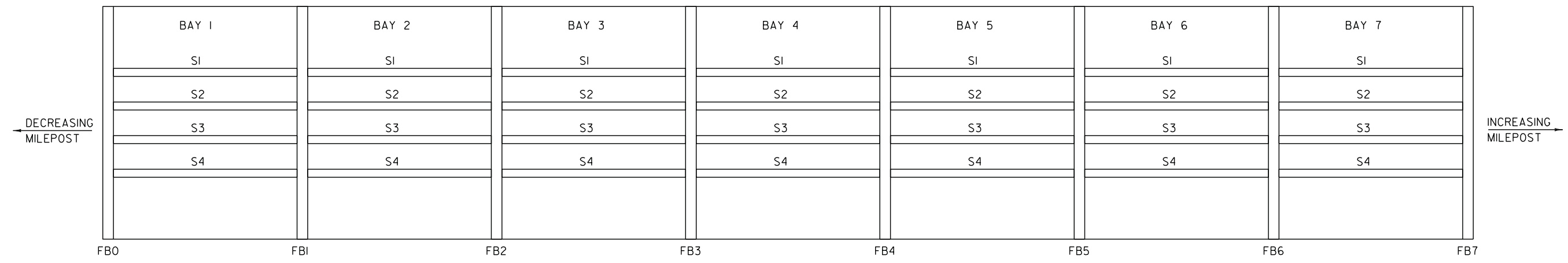
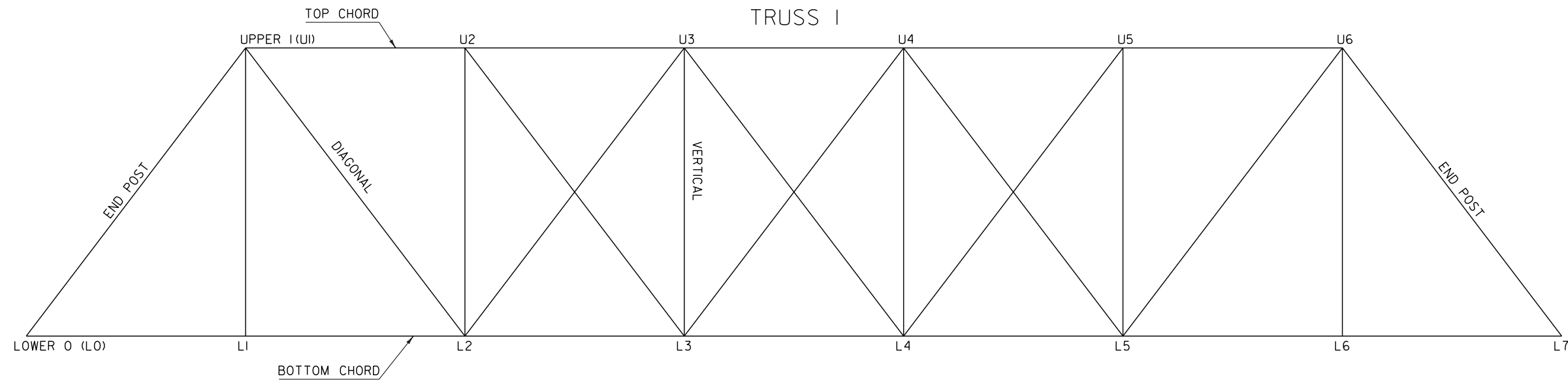


BOTTOM LATERAL BRACING

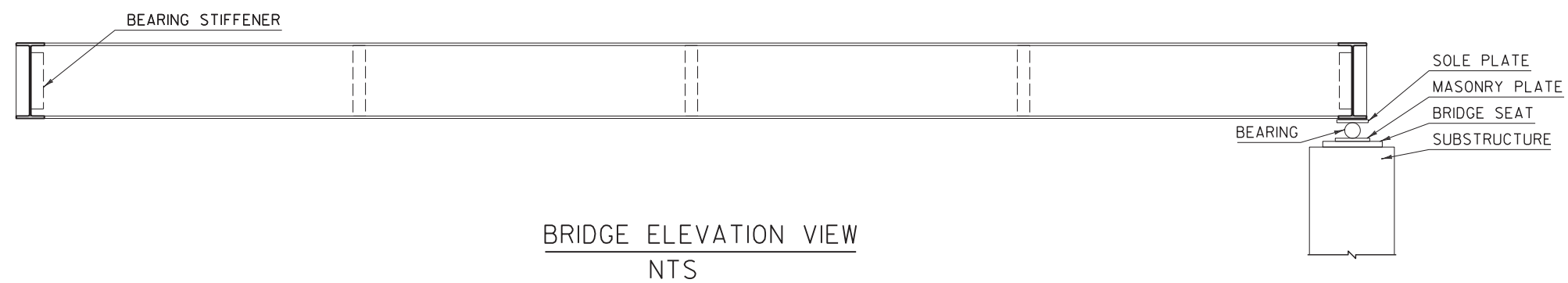
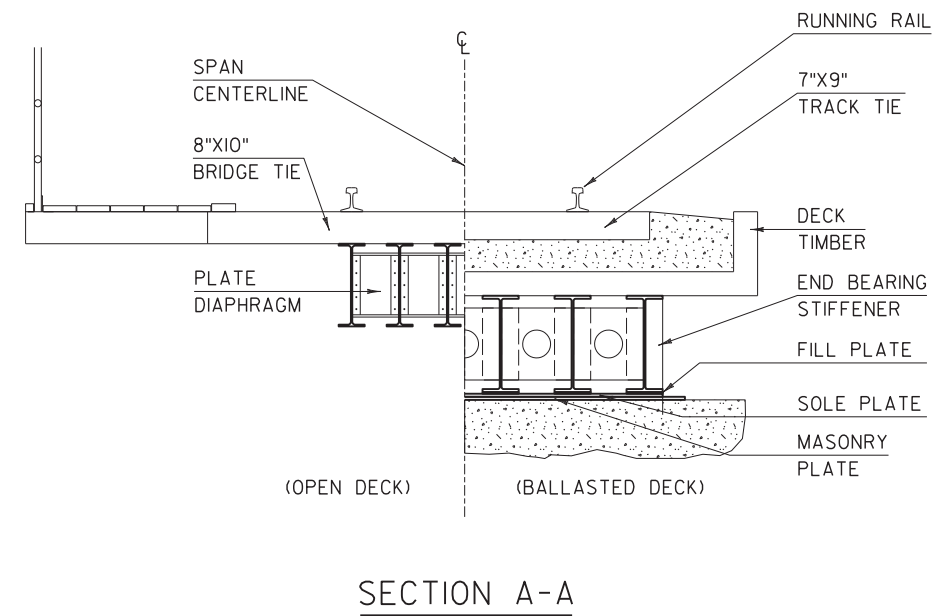
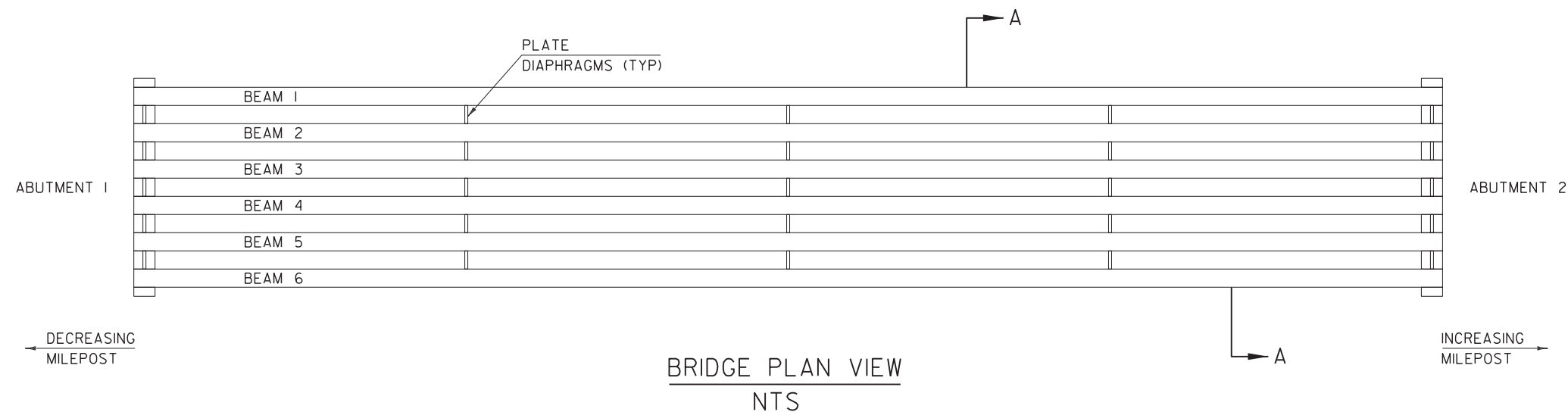


TYPICAL THRU TRUSS BRIDGE

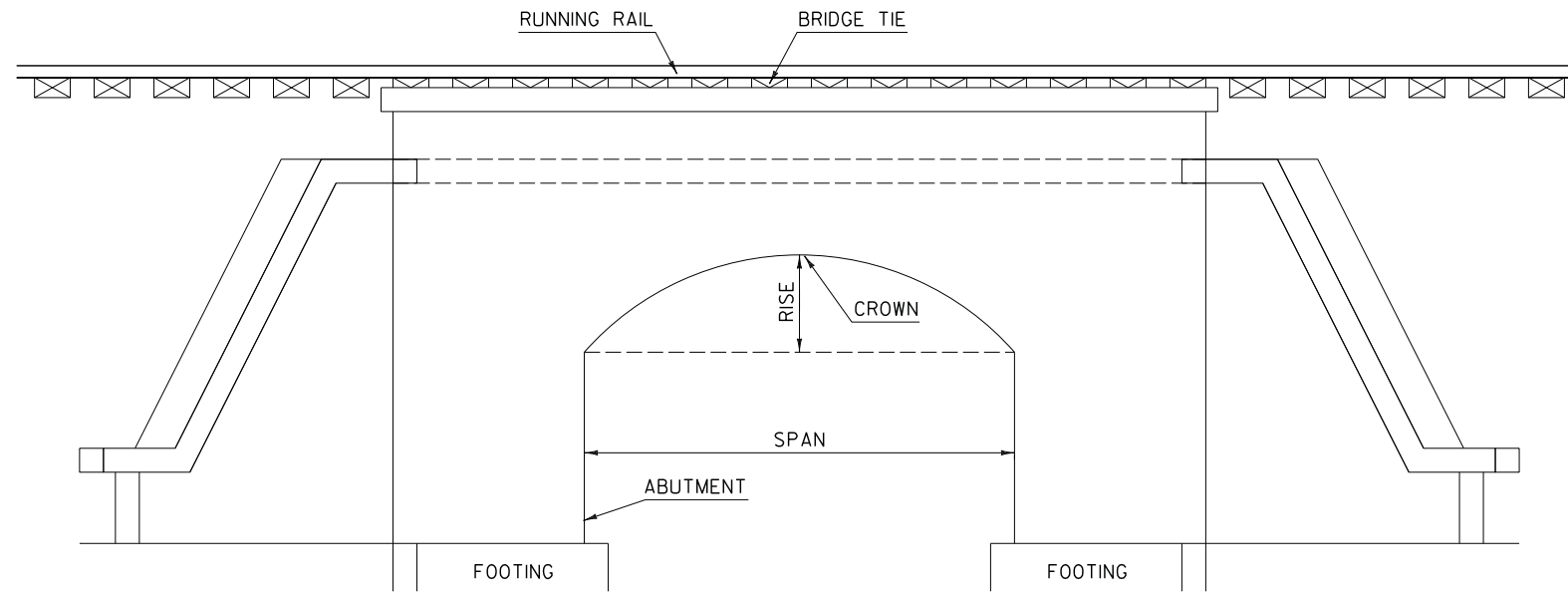
TOWN, BRIDGE NO.
 DATE INSPECTED:
 INSPECTOR:



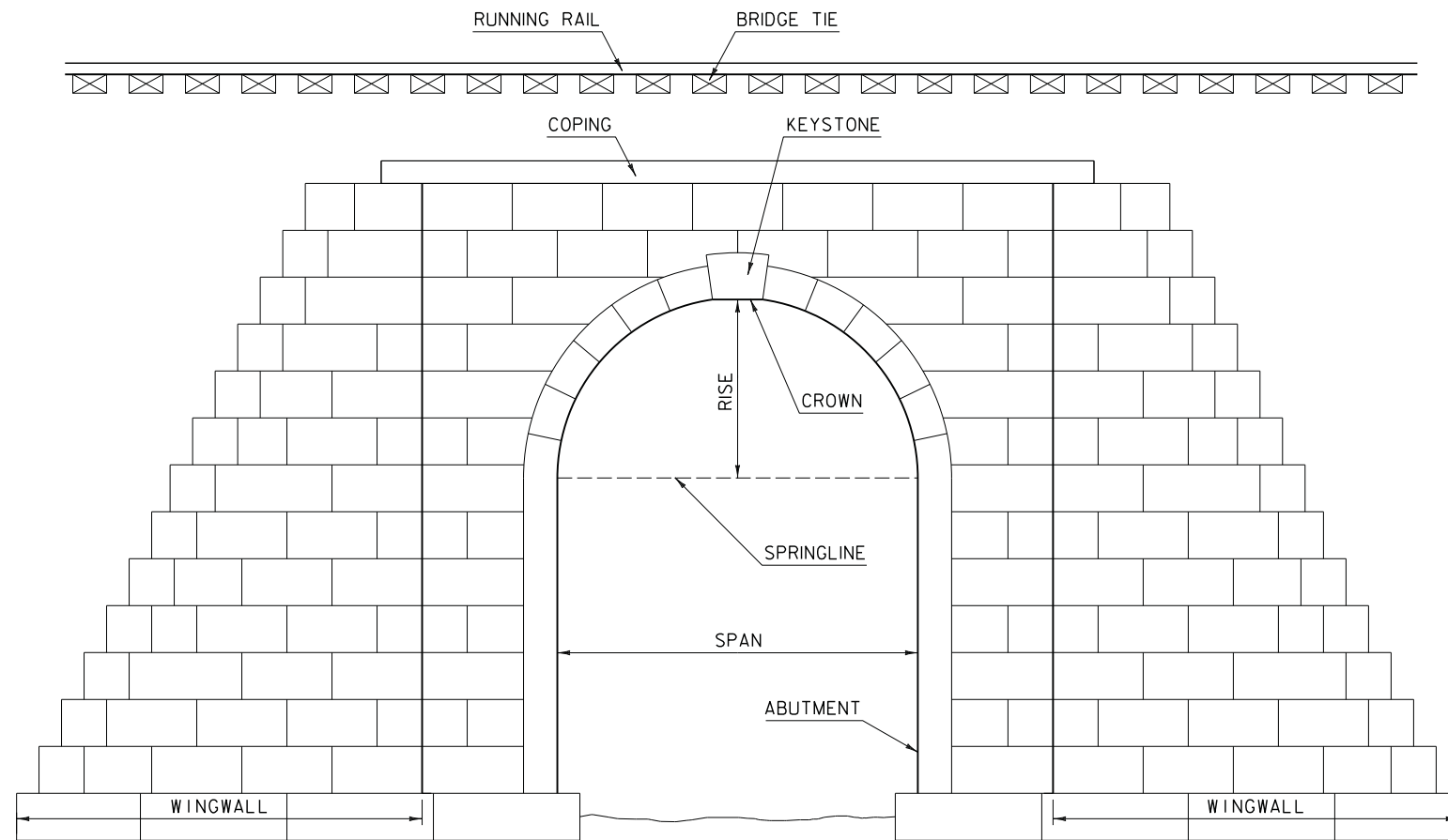
BRIDGE ELEMENT NUMBERING - TRUSS-



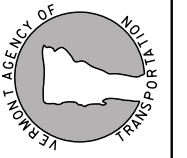
TYPICAL
BEAM SPAN BRIDGE



CONCRETE ARCH BRIDGE ELEVATION



STONE MASONRY ARCH BRIDGE ELEVATION

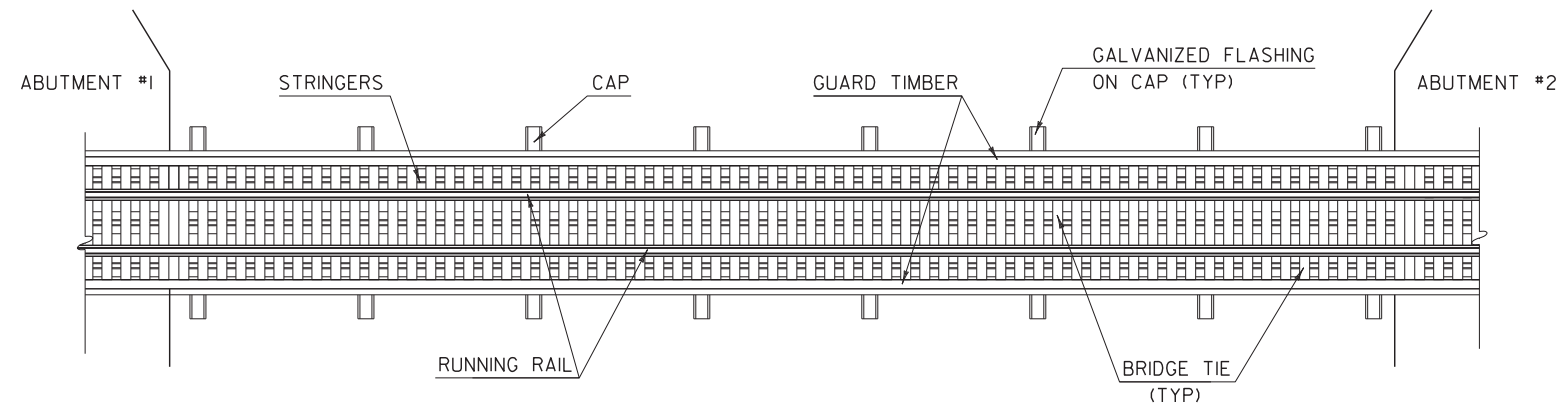


TYPICAL
ARCH BRIDGES

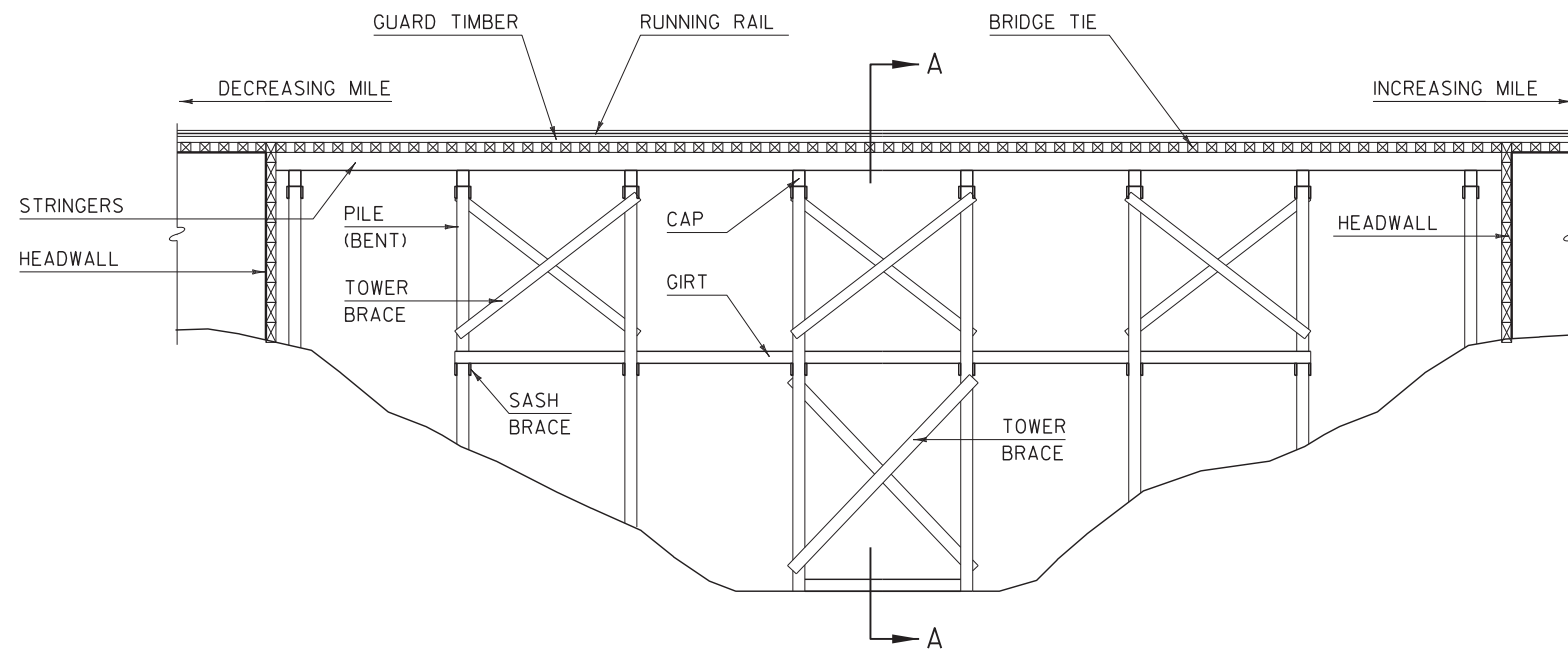
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DATE INSPECTED:

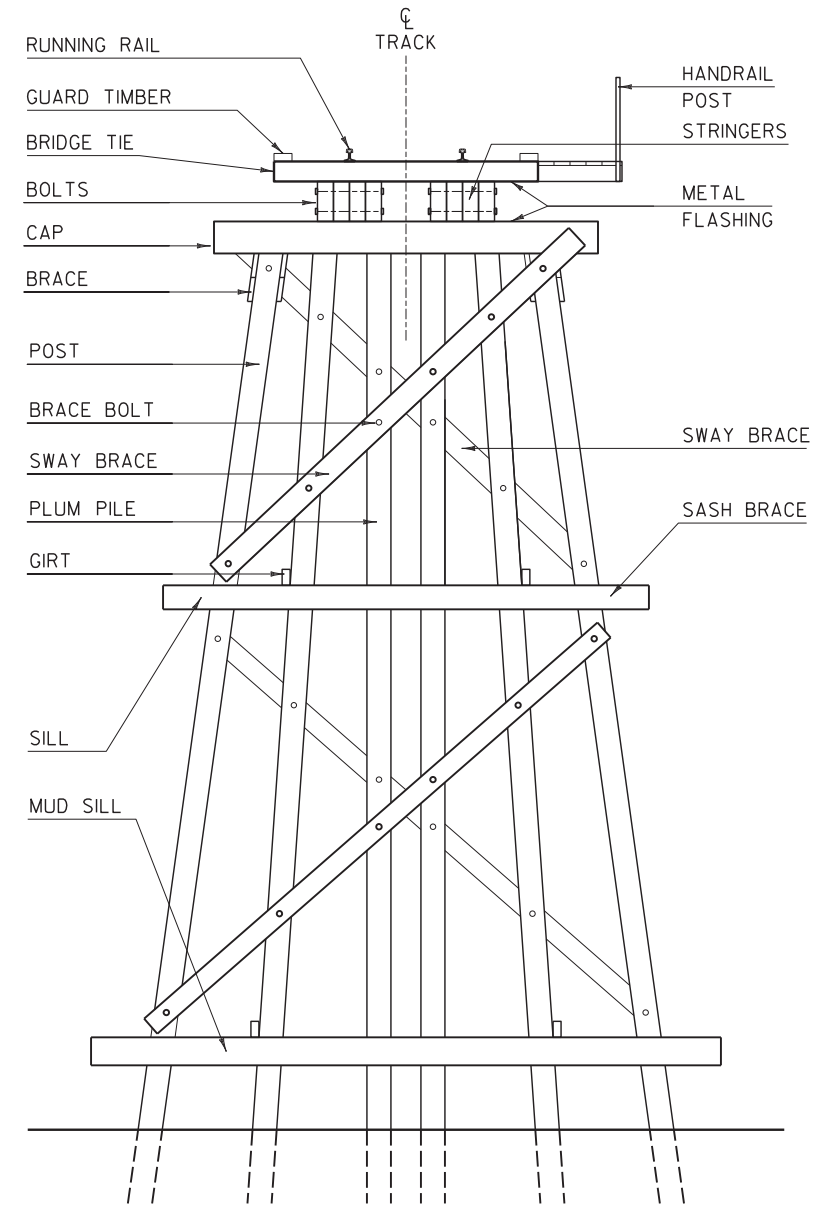
INSPECTOR:



TOP OF DECK PLAN



ELEVATION



SECTION A-A
TYPICAL BENT

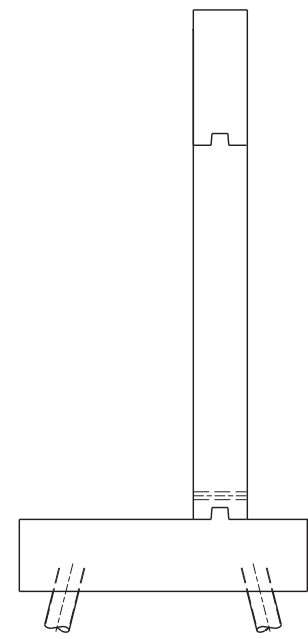


TYPICAL
TIMBER TRESTLE BRIDGE

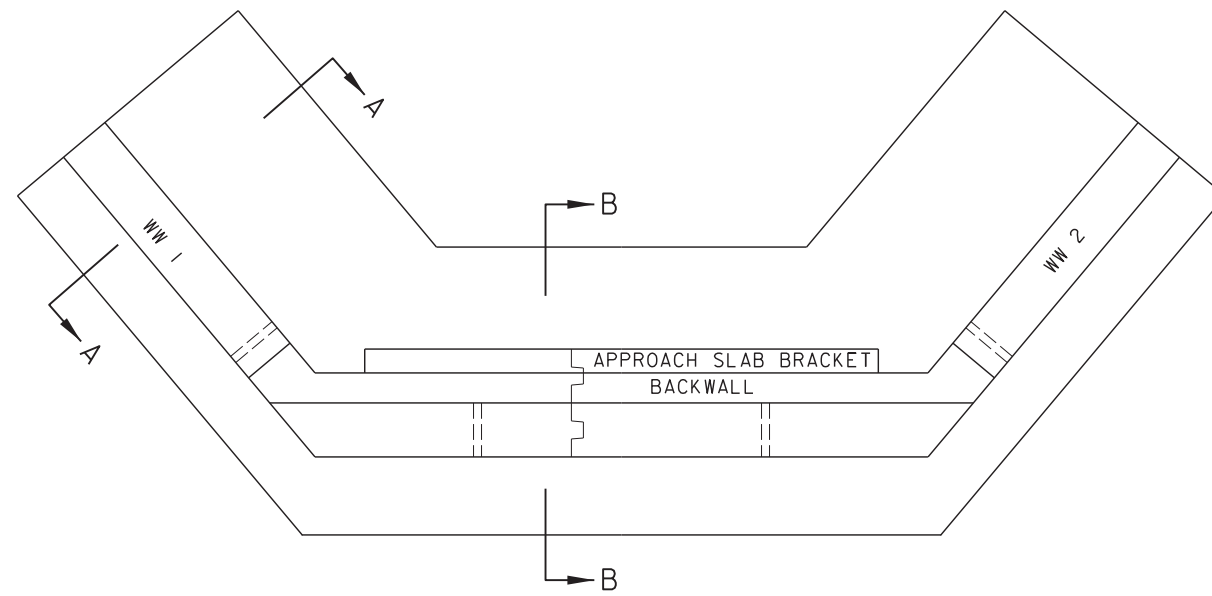
TOWN, BRIDGE NO.

DATE INSPECTED:

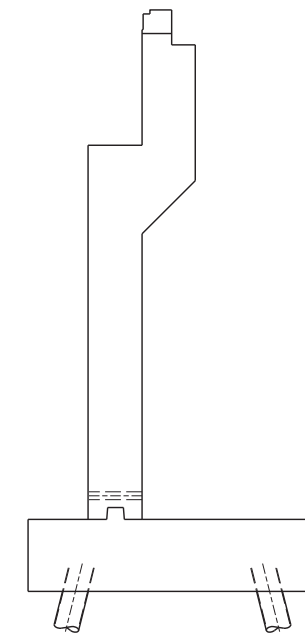
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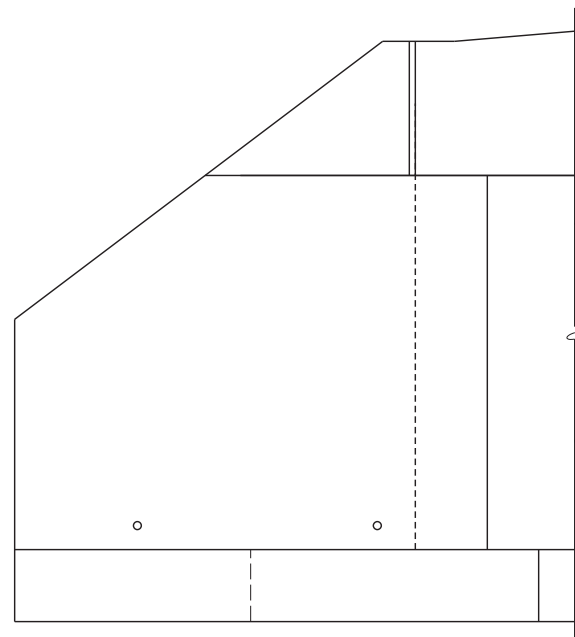
SECTION A-A



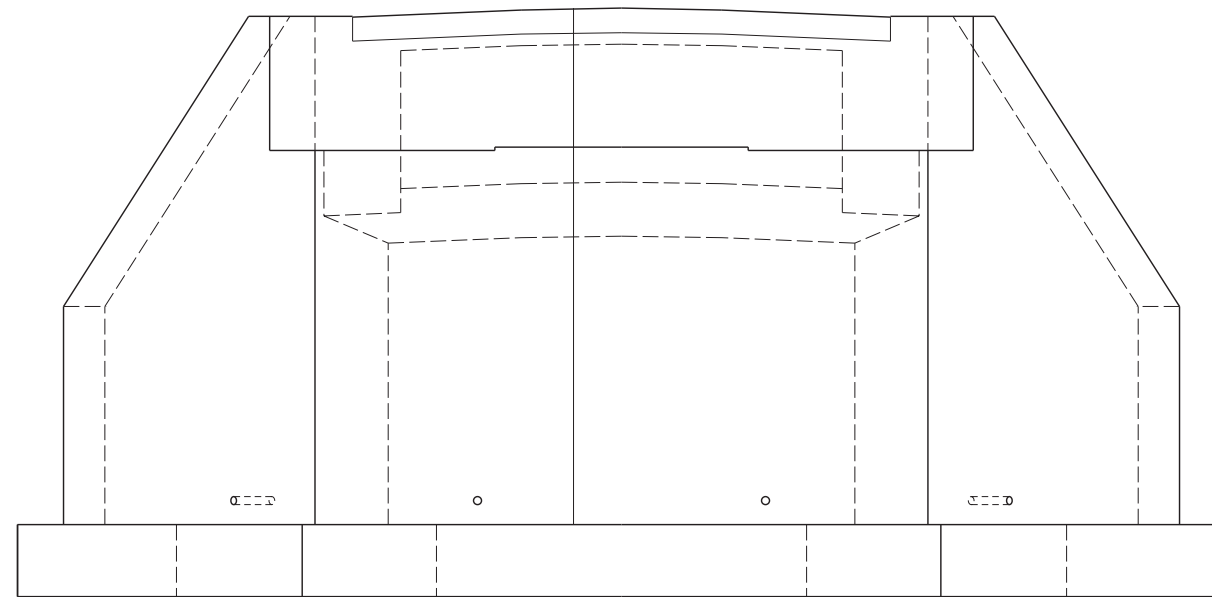
ABUTMENT PLAN



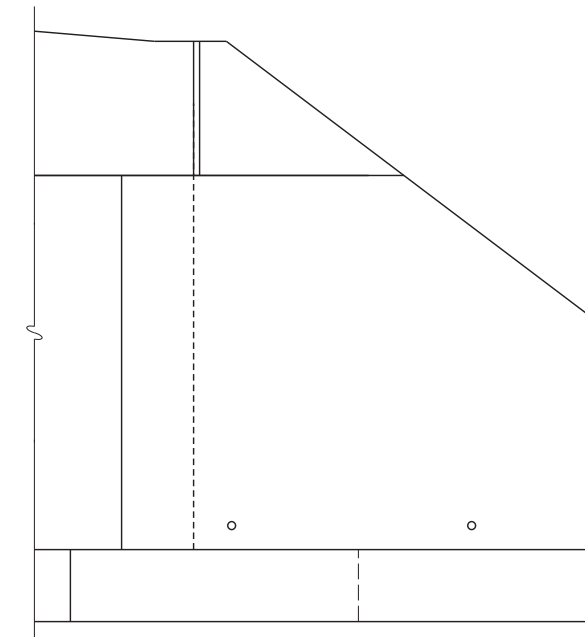
SECTION B-B



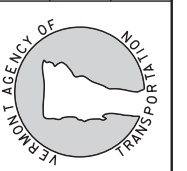
WINGWALL 1



ABUTMENT ELEVATION



WINGWALL 2



**TYPICAL
BRIDGE ABUTMENT**

TOWN, BRIDGE NO.

DATE INSPECTED:

INSPECTOR:

Appendix G:

Designated Individuals

Appendix G: Designated Individuals

This list of Designated Individuals is stored on the VTrans internal network along with the Basis of Qualifications. It is regularly updated according to tasks, and as personnel changes. The current list was updated 6/10/14.

VTrans Rail Bridge Management Engineer:

<u>Name</u>	
Erin Charbonneau	Vermont Agency of Transportation

Designated Railroad Bridge Engineers:

<u>2014</u>	
<u>Name</u>	<u>Company</u>
Erin Charbonneau	Vermont Agency of Transportation
Nick Van Den Berg	Vermont Agency of Transportation
George Brooks	Parsons Brinckerhoff
Michael Chenette	Stantec Consulting Services, Inc.*
Mark Colgan	Vanasse Hangen Brustlin, Inc.*
G. Keith Donington	Parsons Brinckerhoff
Gregory Goodrich	Vanasse Hangen Brustlin, Inc.*
Tom Westerman	Stantec Consulting Services, Inc.
John Wilson	Jacobs Engineering Group, Inc.
* When acting on behalf of VTrans	

Appendix G: Designated Individuals

Designated Railroad Bridge Inspectors:

<u>2014 Inspections and Load Ratings</u>	
<u>Name</u>	<u>Company</u>
George Brooks	Parsons Brinckerhoff
Darren Conboy	Jacobs Engineering Group, Inc.
G. Keith Donington	Parsons Brinckerhoff
Peter Greenberg	Jacobs Engineering Group, Inc.
Christopher Gudas	Jacobs Engineering Group, Inc.
Opio Hunter	Jacobs Engineering Group, Inc.
Dan-George Icon	Jacobs Engineering Group, Inc.
Stephen G. Johnson	Stantec Consulting Services, Inc.
David G. Kaiser	Stantec Consulting Services, Inc.
Thomas E. Knight	Stantec Consulting Services, Inc.
Michael A. Lawler	Stantec Consulting Services, Inc.
Michael B. Perry	Stantec Consulting Services, Inc.
Brian P. Shea	Stantec Consulting Services, Inc.
Mark Thompson	Jacobs Engineering Group, Inc.
Alison Wall	Jacobs Engineering Group, Inc.
Tom Westerman	Stantec Consulting Services, Inc.
Kristen Whitman	Jacobs Engineering Group, Inc.
John Wilson	Jacobs Engineering Group, Inc.

Appendix G: Designated Individuals

Assistant Railroad Bridge Inspectors:

<u>2014 Inspections and Load Ratings</u>	
<u>Name</u>	<u>Company</u>
Mike Fessel	Vermont Agency of Transportation
Nick Van Den Berg	Vermont Agency of Transportation
Paul Armano	Parsons Brinckerhoff
Stephen Boyington	Jacobs Engineering Group, Inc.
Brian Briselli	Jacobs Engineering Group, Inc.
Robert V. Catron	Stantec Consulting Services, Inc.
Clayten N. Greenwell	Stantec Consulting Services, Inc.
Joseph Guyder	Jacobs Engineering Group, Inc.
Benjamin D. Holsapple	Parsons Brinckerhoff
James H. Hungerford	Stantec Consulting Services, Inc.
Brandon M. Kennedy	Stantec Consulting Services, Inc.
David Massenzio	Jacobs Engineering Group, Inc.
Robert G. Niccoli	Parsons Brinckerhoff
Amgad Reiad	Jacobs Engineering Group, Inc.
Aaron Seaman	Jacobs Engineering Group, Inc.

Designated Railroad Bridge Supervisors:

<u>2014 Construction Projects</u>			
<u>Name</u>	<u>Company</u>	<u>Project</u>	<u>Bridge</u>
Paul Perry	Vermont Agency of Transportation	Rockingham GMRC(18)	111