
OWLETT & LEWIS, P.C.



Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

VIA ELECTRONIC FILING

July 28, 2022

305070

Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street SW
Washington, DC 20024

ENTERED
Office of Proceedings
July 28, 2022
Part of
Public Record

Re: Docket AB 1320X, Growth Resources of Wellsboro Foundation, Abandonment
Docket AB 1325X, Wellsboro & Corning Railroad, LLC, Discontinuance of Lease and
and Operation Authority, Tioga County, Pennsylvania

Dear Ms. Brown:

Attached for filing in the above-captioned proceeding is the Jointly Filed Verified Notice of Exemption of Growth Resources of Wellsboro Foundation and the Wellsboro Corning Railroad, LLC pursuant to 49 C.F.R. 1152.50, subpart F (exempt abandonments and discontinuances of service and trackage rights). The filing fee has been tendered electronically via Pay.gov.

If you have any questions regarding this filing, please do not hesitate to contact me. Thank you for your assistance in this matter.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 

Brian S. Duff, Esquire

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

STB Docket No. AB 1320X

**GROWTH RESOURCES OF WELLSBORO FOUNDATION
– ABANDONMENT EXEMPTION –
IN TIOGA COUNTY, PENNSYLVANIA**

STB Docket No. AB 1325X

**WELLSBORO & CORNING RAILROAD, LLC
– DISCONTINUANCE OF LEASE AND OPERATION AUTHORITY –
IN TIOGA COUNTY, PENNSYLVANIA**

JOINTLY FILED VERIFIED NOTICE OF EXEMPTION

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street
P.O. Box 878
Wellsboro, PA 16901
Phone: (570) 723-1451
BSD@OwlettLewis.com

Attorney for Growth Resources
of Wellsboro Foundation

Eric M. Hocky
Clark Hill PLC
2001 Market Street
Suite 2620
Philadelphia, PA 19103
Phone: 215-640-8523
ehocky@clarkhill.com

Attorney for Wellsboro & Corning
Railroad, LLC

Dated: July 28, 2022

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

STB Docket No. AB 1320X

**GROWTH RESOURCES OF WELLSBORO FOUNDATION
– ABANDONMENT EXEMPTION –
IN TIOGA COUNTY, PENNSYLVANIA**

STB Docket No. AB 1325X

**WELLSBORO & CORNING RAILROAD, LLC
– DISCONTINUANCE OF LEASE AND OPERATION AUTHORITY –
IN TIOGA COUNTY, PENNSYLVANIA**

JOINTLY FILED VERIFIED NOTICE OF EXEMPTION

Growth Resources of Wellsboro Foundation (“GROW”) and the Wellsboro & Corning Railroad, LLC (“WCOR”) (referred to collectively herein as “Applicants”) hereby submit this jointly filed verified notice of exemption (“Notice”)¹ pursuant to 49 C.F.R. §1152.50, subpart F (Exempt abandonments and discontinuances of service and trackage rights) for GROW to abandon a segment of rail line, and WCOR to discontinue lease and operation authority,² for approximately 3.27 miles of rail line between Milepost 0.624 and Milepost 3.9 (the “Line”) in Wellsboro, Tioga County, PA. Following authorization of the abandonment, GROW expects the Line will be re-used for public purpose, specifically for the construction of the Pine Creek Rail Trail Extension/Marsh Creek Greenway and other trail network extensions.

The Wellsboro Passenger Station (Station), currently vacant, is located at Milepost 2.94. A map of the entire rail line to be vacated, and the location of the Station is attached as Exhibit B.

No local service has been provided since approximately September 12, 2016, and there is no overhead traffic on the Line. GROW intends to sell the Line to the Tioga County Board of Commissioners for rail banking / interim trail use for the purpose of constructing the Pine Creek Rail Trail Extension/Marsh Creek Greenway, along with other trail networks and open space. Over \$5 million has been secured from federal, state, and local sources to fund the greenway. Time is of the essence since a portion of these funds was secured in 2019.

¹ This Notice amends and replaces the original notice of exemption for abandonment filed by GROW on May 9, 2022.

² GROW entered into an Operating Agreement with WCOR on January 1, 2008, the agreement was amended on January 1, 2022 to permit the abandonment and discontinuance of the Line. (See Exhibit D)

Based on the information in GROW's possession, the Line does not contain federally granted rights-of-way. Any documentation in GROW's possession will be made available promptly to those requesting it.

This Notice of Exemption is being filed pursuant to the requirements of 49 C.F.R. §1152.50 regarding exemptions for inactive rail lines. In accordance with these requirements, GROW and WCOR hereby provide the following information to support this request for an abandonment exemption of, and a discontinuance exemption of service over, the Line.

Certification: 49 C.F.R. §1152.50(b) – GROW and WCOR each certify that the Line satisfies the criteria for abandonment and discontinuance³.

- a. During the past two years, neither GROW, nor WCOR, have provided local or overhead common carrier service over the Line, nor has either Applicant received any requests for common carrier service over it. No formal complaint has been filed by either a user of rail service on the Line, or a state or local government acting on behalf of a user or potential user, regarding cessation of service over the Line is pending with the Surface Transportation Board ("Board") or with any U.S. District Court or has been decided in favor of the complainant within the past two years.

Consummation Date: 49 C.F.R. §1152.50(d)(2) – The proposed abandonment will be consummated on or after September 16, 2022.

Application Information Required (49 C.F.R. §1152.22):

1. **Name of Applicants:** Growth Resources of Wellsboro and Wellsboro & Corning Railroad, LLC.
2. **Whether Applicant is a Common Carrier by Railroad Subject to 49 U.S.C. Subtitle IV, Chapter 105:** GROW is a non-operating common carrier by railroad subject to 49 U.S.C. Subtitle IV, Chapter 105, by virtue of its ownership of the Line (and other rail lines). WCOR is a common carrier by railroad subject to 49 U.S.C. Subtitle IV, Chapter 105 that leases and operates the Line (and other rail lines).
3. **Relief Sought:** The Line is owned by GROW⁴ and leased and operated by WCOR. GROW has invoked the Board's two-year out of service class exemption procedures to abandon rail service, and WCOR has invoked the Board's two-year out of service class exemption procedures to discontinue its lease and operation authority over, approximately 3.27 miles of rail line between Milepost 0.624 and Milepost 3.9 ("Line") in Wellsboro, Tioga County, PA.
4. **Detailed Map of Subject Line:** A detailed map showing the location of the Line is attached hereto as Exhibit B.
5. **Reasons for Filing Application:** Following authorization of abandonment, GROW intends to sell the Line to the Tioga County Board of Commissioners for rail banking / interim trail use for the

³ See Certifications (Exhibit A)

⁴ See copy of Deed (Exhibit C)

purpose of constructing the Pine Creek Rail Trail Extension/Marsh Creek Greenway, along with other trail networks and open space. Over \$5 million has been secured from federal, state, and local sources to fund the Greenway. Time is of the essence since a portion of these funds was secured in 2019. WCOR is supportive of this initiative.⁵ The Marsh Creek Greenway has received strong support from federal, state, and local officials for the federal funding applications that have been filed.⁶

6. **Name and Address of Representative of Applicants:** GROW's and WCOR's representatives to whom correspondence regarding this proceeding should be sent are as follows:

Representative for GROW:

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street
P.O. Box 878
Wellsboro, PA 16901
Phone: (570) 723-1451

Representative for WCOR:

Eric M. Hocky
Clark Hill PLC
2001 Market Street
Suite 2620
Philadelphia, PA 19103
Phone: (215) 640-8523

7. **List of All United States Postal Service ZIP codes:** The Line traverses through United States Postal Service Zip Code 16901
8. **Rural and Community Impact; Other Public Uses:** GROW fully understands that the Line is suitable for the construction of the Pine Creek Rail Trail Extension/Marsh Creek Greenway project, along with additional trail networks and open space. The Line does not contain a federally granted right-of-way. GROW has entered into a sales agreement with Tioga County Board of Commissioners for the purchase of this Line. The sales agreement is attached as Exhibit F.
9. **Labor Protection:** The Line has not been active for over two years; therefore, no railroad employees will be adversely affected by exercise of abandonment authority. GROW and WCOR recognize that its abandonment of the Line and discontinuances of service will be made subject to the standard employee protective conditions set forth in *Oregon Short Line Railroad Co – Abandonment—Goshen*, 360 I.C.C. 91 (1979).

⁵ See Addendum to Operating Agreement dated January 1, 2022 (Exhibit D)

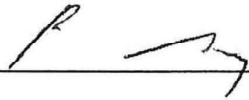
⁶ See Letter of Support submitted for recent federal application (Exhibit E)

10. Certifications:

- a. Certificates of Service and Publication certifying compliance with the advance notice and newspaper publication requirements set forth in 49 C.F.R. §1150(d)1 and 49 C.F.R. §1105.12 are included as Exhibit G.
- b. Certificate of Compliance with the advance notice requirements for Environmental and Historic Reports as set forth in 49 C.F.R. §1105.11 are attached as part of Exhibit H.

11. Environmental and Historic Report: GROW has prepared a combined Environmental and Historic Report that conforms to the requirements of 49 C.F.R. §§1105.7 and 1105.8. See Exhibit H.⁷

Respectfully submitted,



Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street
P.O. Box 878
Wellsboro, PA 16901
Phone: (570) 723-1451

**ATTORNEY FOR GROWTH RESOURCES OF
WELLSBORO FOUNDATION**



Eric M. Hocky
Clark Hill PLC
2001 Market Street
Suite 2620
Philadelphia, PA 19103
Phone: (215) 640-8523

**ATTORNEY FOR WELLSBORO & CORNING
RAILROAD, LLC**

Dated: July 28, 2022

⁷ WCOR is not required to prepare and file an environmental and historic report in connection with its proposed discontinuance of service. See 49 C.F.R. §1105.6(c) and §1105.8(b). See also *Blacklands Railroad, Inc. – Discontinuance Exemption – In Rusk County, Tex.*, STB Docket No. AB 1108X (served April 3, 2013); *CSX Transportation, Inc. – Discontinuance of Service Exemption – In Raleigh County, W. Va.*, STB Docket No. AB 55 (Sub-No. 725X) (served September 11, 2012); *Norfolk Southern Railway Company – Discontinuance of Service Exemption – In St. Joseph and LaPorte Counties, IN*, STB Docket No. AB-290 (Sub-No. 307X) (served June 18, 2008).

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

STB Docket No. AB 1320X

**GROWTH RESOURCES OF WELLSBORO FOUNDATION
– ABANDONMENT EXEMPTION –
IN TIOGA COUNTY, PENNSYLVANIA**

STB Docket No. AB 1325X

**WELLSBORO & CORNING RAILROAD, LLC
– DISCONTINUANCE OF LEASE AND OPERATION AUTHORITY –
IN TIOGA COUNTY, PENNSYLVANIA**

JOINTLY FILED VERIFIED NOTICE OF EXEMPTION

EXHIBIT A

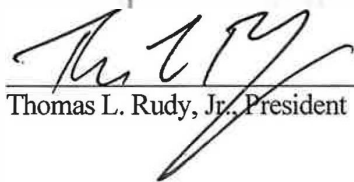
VERIFICATIONS

VERIFICATION

I hereby verify on behalf of Growth Resources of Wellsboro Foundation ("GROW"), under penalty of perjury, that the foregoing facts and representations expressed by GROW are true and correct.

Further, I am qualified and authorized to file this Verification on behalf of GROW. Executed July 28, 2022

GROWTH RESOURCES OF WELLSBORO
FOUNDATION



Thomas L. Rudy, Jr., President

VERIFICATION

I hereby verify on behalf of Wellsboro & Corning Railroad, LLC ("WCOR"), under penalty of perjury, that the foregoing facts and representations expressed by WCOR are true and correct. Further, I am qualified and authorized to file this Verification on behalf of WCOR.

Executed on July 28, 2022.



Leonard Wagner, President

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

STB Docket No. AB 1320X

**GROWTH RESOURCES OF WELLSBORO FOUNDATION
– ABANDONMENT EXEMPTION –
IN TIOGA COUNTY, PENNSYLVANIA**

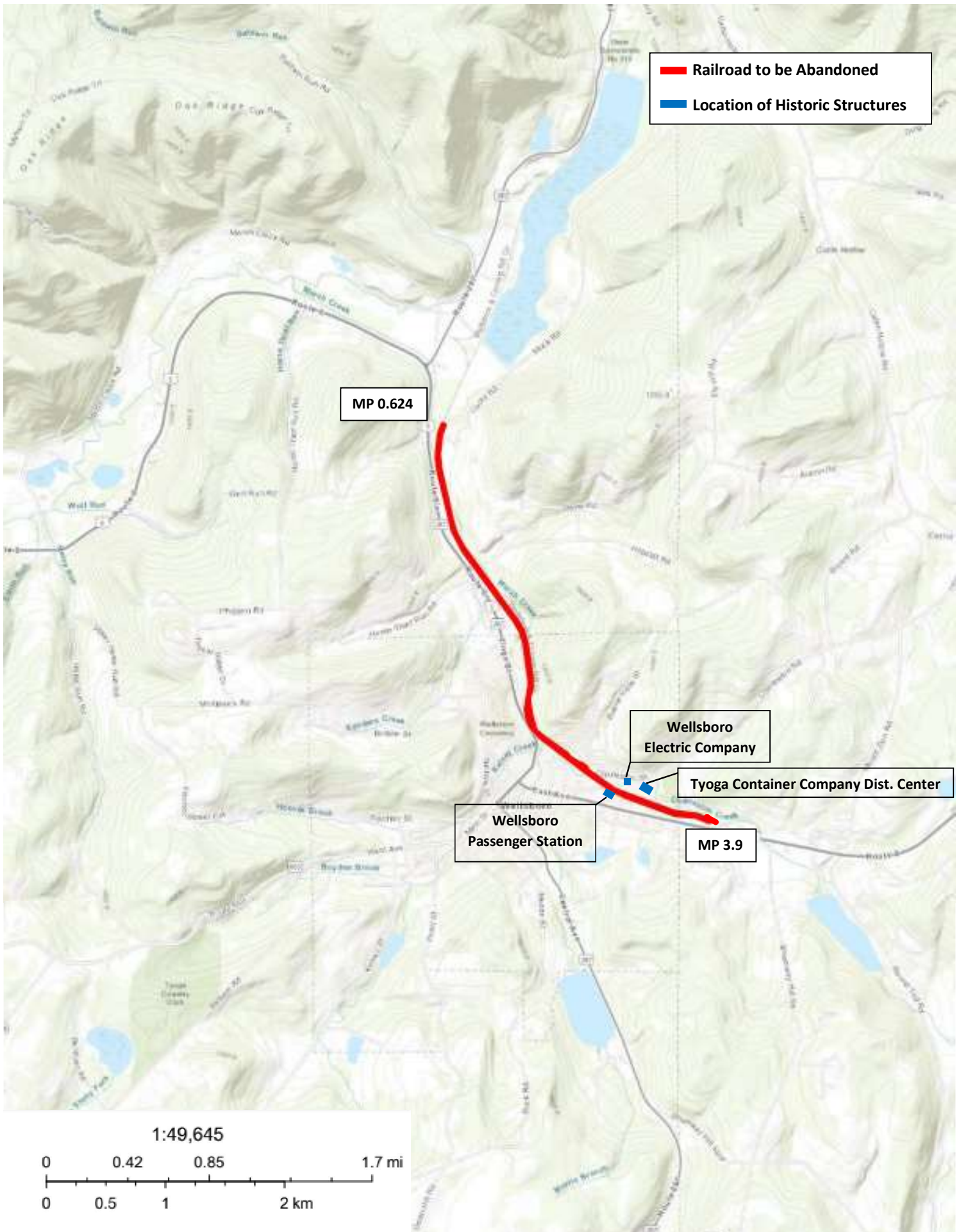
STB Docket No. AB 1325X

**WELLSBORO & CORNING RAILROAD, LLC
– DISCONTINUANCE OF LEASE AND OPERATION AUTHORITY –
IN TIOGA COUNTY, PENNSYLVANIA**

JOINTLY FILED VERIFIED NOTICE OF EXEMPTION

EXHIBIT B

MAP



**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

STB Docket No. AB 1320X

**GROWTH RESOURCES OF WELLSBORO FOUNDATION
– ABANDONMENT EXEMPTION –
IN TIOGA COUNTY, PENNSYLVANIA**

STB Docket No. AB 1325X

**WELLSBORO & CORNING RAILROAD, LLC
– DISCONTINUANCE OF LEASE AND OPERATION AUTHORITY –
IN TIOGA COUNTY, PENNSYLVANIA**

JOINTLY FILED VERIFIED NOTICE OF EXEMPTION

EXHIBIT C

COPY OF DEED - REDACTED

EXECUTED IN 2 COUNTERPARTS
No. 272

RECORDED

92 DEC 31 PM 2:34
THIS INDENTURE, made the 30th day of December in the year of
our Nineteen Hundred and Ninety-two (A.D. 1992)
BETWEEN CONSOLIDATED RAIL CORPORATION, a Corporation of
the Commonwealth of Pennsylvania, having an office at Two
Commerce Square, 2001 Market Street, Philadelphia,
Pennsylvania, 19103, hereinafter referred to as the Grantor,
and GROWTH RESOURCES OF WELLSBORO FOUNDATION, a non-profit
Corporation of the Commonwealth of Pennsylvania, having a
mailing address of 114 Main Street, Wellsboro, Pennsylvania
16901, hereinafter referred to as the Grantee;

WITNESSETH: That the said Grantor, for and in
consideration of the sum of ONE DOLLAR (\$1.00) lawful money
of the United States of America, unto it well and truly paid
by the said Grantee, at or before the sealing and delivery of
these presents, the receipt whereof is hereby acknowledged,
has remised, released and quitclaimed and by these presents
does remise, release and quitclaim unto the said Grantee, the
heirs or successors and assigns of the said Grantee, all
right, title and interest of the said Grantor
of, in and to the following described Premises:

ALL THAT CERTAIN property of the Grantor, together with
all of the improvements and fixtures thereon, being the line
known as the Corning-Wellsboro Line, situate in Steuben
County, New York and in Tioga County, Pennsylvania and
described in Exhibit "A" and generally indicated in Exhibit
"B" hereof, hereinafter referred to as "Premises".

UNDER and SUBJECT, however, to (1) whatever rights the
public may have to the use of any roads, alleys, bridges or
streets crossing the Premises, (2) any streams, rivers,
creeks and water ways passing under, across or through the
Premises, and (3) any easements or agreements of record or
otherwise affecting the land hereby conveyed, and to the
state of facts which a personal inspection or accurate survey
would disclose, and to any pipes, wires, poles, cables,
culverts, drainage courses or systems and their appurtenances
now existing and remaining in, on, under, over, across and
through the Premises, together with the right to maintain,
repair, renew, replace, use and remove same.

THIS INSTRUMENT is executed and delivered by Grantor,
and is accepted by Grantee, subject to the covenants set
forth below, which shall be deemed part of the consideration
of this conveyance and which shall run with the land and be
binding upon, and inure to the benefit of, the respective
legal representatives, successors and assigns of Grantor and
Grantee. Grantee hereby knowingly, willingly, and
voluntarily waives the benefit of any rule, law, custom, or

REV-182 (2-7-88)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
POST OFFICE BOX 8910
HARRISBURG, PA 17105-9910

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid 0
Book Number 580
Page Number 216
Date Recorded 12-31-92

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A CORRESPONDENT - All inquiries may be directed to the following person:

Name Thomas M. Owlett, Esquire Telephone Number (717) 724-6672
Street Address One Charles Street City Wellsboro State PA Zip Code 16901

B TRANSFER DATA

Grantor(s)/Lessor(s) Consolidated Rail Corporation Date of Acceptance of Document
Grantee(s)/Lessee(s) Growth Resources of Wellsboro Foundation
Street Address Two Commerce Square, 2001 Market Street Street Address 114 Main Street
City Philadelphia, PA Zip Code 19103 City Wellsboro State PA Zip Code 16901

C PROPERTY LOCATION

Street Address _____ City, Township, Borough, Delmar Township, Wellsboro Borough
Lawrence Township, Tioga Township, Middlebury
County Tioga School District Northern Tioga S.D. Tax Parcel Number _____ Township _____
Wellsboro Area S.D. None/Exempt

D VALUATION DATA

1. Actual Cash Consideration _____ 2. Other Consideration + 3. Total Consideration _____
4. County Assessed Value Exempt 5. Common Level Ratio Factor x 2.48 6. Fair Market Value Exempt

E EXEMPTION DATA

1a. Amount of Exemption Claimed 100% 1b. Percentage of Interest Covered 100%

2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or Intestate succession (Name of Decedent) _____ (Estate File Number) _____
☐ Transfer to Industrial Development Agency _____
☐ Transfer to Agent or Straw Party. (Attach copy of agency/straw party agreement).
☐ Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____
☐ Transfers to the Commonwealth, the United States, and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
☐ Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
☐ Corrective deed (Attach copy of the prior deed).
☐ Statutory Corporate Consolidation, Merger or Division. (Attach copy of articles).
☒ Other (Please explain exemption claimed, if other than listed above.) Seller exempt pursuant to Section 91.193(b) and Buyer exempt pursuant to Section 91.158.

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party Thomas M. Owlett Date December 31, 1992

(SEE REVERSE)

BK0580PG0217

statute of the State of New York and Commonwealth of Pennsylvania now or hereafter in force with respect to the covenants set forth below.

(1) Grantor shall neither be liable or obligated to construct or maintain any fence or similar structure between the Premises and adjoining land of Grantor nor shall Grantor be liable or obligated to pay for any part of the cost or expense of constructing or maintaining any fence or similar structure, and Grantee hereby forever releases Grantor from any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure.

(2) No right or means of ingress, egress or passageway to or from the Premises is hereby granted, expressly or by implication, and Grantor shall not be liable or obliged to provide or obtain for Grantee any such means of ingress, egress or passageway.

(3) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein, except as may be provided for in the Purchase and Sale Agreement between Grantor and Grantee.

(4) Except as set forth in the Purchase and Sale Agreement between Grantor and Grantee, Grantee by the acceptance of this Instrument, does hereby accept all existing and prospective responsibility for removal and/or restoration costs for any and all railroad bridges and grade crossings and their appurtenances that may be located on the Premises conveyed to the said Grantee; and Grantee further covenants and agrees that it will also assume any obligation and/or responsibility as may have been or may hereafter be imposed on Grantor by any Public Utility Commission or any other governmental agency having jurisdiction for any and all bridge structures and grade crossings and their appurtenances, including but not limited to the removal, repairing or restoration of same in accordance with the requirements of said Commission or other governmental agency; and Grantee further agrees to indemnify, defend and hold Grantor harmless against all costs, penalties, expenses, obligations, responsibility and requirements associated with said bridge structures and grade crossings and their appurtenances.

(5) Grantor shall not be liable or obligated to provide for or supply directly or indirectly, for money or otherwise, any type of utility service to Grantee, even if the Premises are supplied utility service or services from or through Grantor owned or Grantor retained utility service facilities at the time said Premises are conveyed to Grantee; and that if Grantor at its sole discretion elects to provide any utility service or services for money or otherwise to said Premises during the period during which Grantee is arranging at Grantee's own expense for provision of utility service or services direct from public utilities, Grantee shall have no continuing right to use such service or expectation that Grantor must continue to provide it. It is further understood that Grantee's use of any utilities that are supplied through Grantor's utilities or billed to Grantor by any public utility for Grantee's use shall be at the sole cost and expense of Grantee and if Grantee fails to relocate or arrange for a separation of utility services, Grantor may arrange for a separation of the utility services at Grantee's sole cost and expense.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions,

remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said Grantor as well at law as in equity or otherwise howsoever, of, in and to the same and every part thereof, UNDER and SUBJECT and provided as aforesaid.

TO HAVE AND TO HOLD all and singular the said Premises, together with the appurtenances, unto the Grantee, the heirs or successors and assigns of the said Grantee forever, UNDER and SUBJECT and provided as aforesaid.

NOTICE - "THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT." THIS NOTICE is set forth in the manner provided in Section 1 of the Act of September 10, 1965, P.L. 505, No. 255 (52 P.S. 1551).

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include at all times and in all cases the heirs, legal representatives or successors and assigns of the Grantor and Grantee.

COPY

IN WITNESS WHEREOF, the said Grantor has caused this

³
BK058070219

Indenture to be signed in its name and behalf by its Senior Vice President-Development duly authorized thereunto and has caused its corporate seal to be hereunto affixed and attested by its Assistant Secretary the day and year first above written.

SEALED and DELIVERED
in the presence of us:

CONSOLIDATED RAIL CORPORATION
By:

Bernadette M. Richmond

Charles N. Marshall, Senior
Vice President-Development

Attest:

Bernadette M. Richmond Wilbert C. Jackson
Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
: ss
COUNTY OF PHILADELPHIA)

BEFORE ME, the undersigned, a Notary Public in and for said Commonwealth and County, personally appeared Charles N. Marshall, as Senior Vice President-Development and WILBERT C. JACKSON its Assistant Secretary, respectively, of CONSOLIDATED RAIL CORPORATION, and severally acknowledged the execution of the foregoing Instrument to be the voluntary act and deed of said CONSOLIDATED RAIL CORPORATION, and their voluntary act and deed as such officers.

WITNESS my hand and notarial seal, this 30th day
of December A. D. 1992.

Francis C. Flynn
Notary Public

I HEREBY CERTIFY that the
correct address of the
within-named Grantee is:

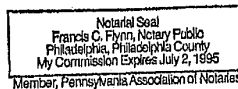
114 Main St. Wellsboro PA 16901

on behalf of Grantee.

THIS INSTRUMENT PREPARED BY:

Francis C. Flynn
Consolidated Rail Corporation
19-B, Two Commerce Square
2001 Market Street
Philadelphia, Pennsylvania 19101-1419

:nls



CASE NO. 70283

DEED TO
GROWTH RESOURCES OF WELLSBORO FOUNDATION

EXHIBIT "A"

Steuben County, New York

Corning Secondary, Line Code 2322

ALL THAT CERTAIN property of the Grantor, being a portion of the former Penn Central Transportation Company's line of railroad known as the Corning Branch (former New York Central) and identified as Line Code 2322 in the Recorder's Office of Steuben County, New York in Book 1004 of Deeds at page 1107, being further described as follows:

BEGINNING at approximately Railroad Mile Post 74.7, in the Township of Erwin, as indicated on sheet 1 of 6 of Exhibit "B"; thence extending in a general southerly/southwesterly direction passing through the Township of Lindley to approximately Railroad Mile Post 85.6, being the State Line, the State of New York on the north and the Commonwealth of Pennsylvania on the south, also being the County Line, the County of Steuben on the north and the County of Tioga on the south, as indicated on sheet 2 of 6 of Exhibit "B".

BEING a part or portion of the same premises which Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, by Conveyance Document No. PC-CRC-RP-137, dated March 30, 1976 and recorded on February 2, 1980, in the Recorder's Office of Steuben County, New York, in Book 1004 of Deeds at page 1102ac., granted and conveyed unto Consolidated Rail Corporation.

THE PREMISES described above is indicated on Valuation Map Number V125/75 through 86, which are incorporated herein by reference, copies of which are available at the office of Grantor and Grantee if not otherwise recorded in the Recorder's Office of Steuben County, New York.

THIS EXHIBIT "A" CONTAINS 3 PAGES, OF WHICH THIS IS PAGE 1 OF 3.

BK0580FG0221

CASE NO. 70283

DEED TO
GROWTH RESOURCES OF WELLSBORO FOUNDATION

EXHIBIT "A"

Tioga County, Pennsylvania

Corning Secondary, Line Code 2322

ALL THAT CERTAIN property of the Grantor, being a portion of Grantor's former Penn Central Transportation Company's line of railroad known as the Corning Branch and identified as Line Code 2322 in the Recorder's Office of Tioga County, Pennsylvania in Deed Book 387 at page 1053, being further described as follows:

EXTENDING from the State Line, the State of New York on the north and the Commonwealth of Pennsylvania on the south, also being the County Line, the County of Steuben on the north and the County of Tioga on the south, at approximately Railroad Mile Post 85.6 as indicated on sheet 2 of 6 of Exhibit "B"; thence extending from said State and County Line in a general southerly/southwesterly direction passing through the Township of Lawrence to approximately Railroad Mile Post 89.9, the beginning of c. 1976 relocation of railroad as part of the Corps of Engineers Tioga-Hammond Lakes Flood Control Project, in the Township of Tioga, as indicated on sheet 3 of 6 of Exhibit "B"; thence continuing through the Township of Tioga to the end of aforesaid relocation at approximately Railroad Mile Post 100.4, in the Township of Middlebury, as indicated on sheet 4 of 6 of Exhibit "B"; thence continuing through the Township of Middlebury to approximately Railroad Mile Post 106.15, being Railroad Station 561+500 near Wellsboro Junction in the Township of Delmar, the place of Ending, as indicated on sheet 5 of 6 of Exhibit "B".

BEING a part or portion of the same premises which Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, by Conveyance Document No. PC-CRC-RP-213, dated March 30, 1976 and recorded on November 17, 1978, in the Recorder's Office of Tioga County, Pennsylvania, in Deed Book 387 at page 1046&c., granted and conveyed unto Consolidated Rail Corporation.

THE PREMISES described above is indicated on Valuation Map Number V 127/1 through V 127/8, Case Plan No. 63335 and 63335-A, and V 127/15 through V 127/21, which are incorporated herein by reference, copies of which are available at the office of Grantor and Grantee if not otherwise recorded in the Recorder's Office of Tioga County, Pennsylvania.

THIS EXHIBIT "A" CONTAINS 3 PAGES, OF WHICH THIS IS PAGE 2 OF 3.

BK0580160222

CASE NO. 70283

DEED TO
GROWTH RESOURCES OF WELLSBORO FOUNDATION

EXHIBIT "A"

Tioga County, Pennsylvania

Wellsboro Industrial Track, Line Code 2344

ALL THAT CERTAIN property of the Grantor, being a portion of the former Penn Central Transportation Company's line of railroad known as the Wellsboro Industrial Track and identified as Line Code 2344 in the Recorder's Office of Tioga County, Pennsylvania in Deed Book 387 at page 1055, being further described as follows:

BEGINNING at Railroad Station 0+355, also being the aforesaid Corning Secondary Railroad Station 560+565, at Railroad Mile Post 0.0 near Wellsboro Junction in the Township of Delmar as indicated on sheet 5 of 6 of Exhibit "B"; thence extending in a generally southerly/ southwesterly direction, passing through the Borough of Wellsboro to approximately Railroad Mile Post 3.9 at Railroad Station 20+500 in the Township of Charleston, the place of Ending, as indicated on sheet 6 of 6 of Exhibit "B".

BEING a part or portion of the same premises which Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, by Conveyance Document No. PC-CRC-RP-213, dated March 30, 1976 and recorded on November 17, 1978, in the Recorder's Office of Tioga County, Pennsylvania, in Deed Book 387 at page 1046&c., granted and conveyed unto Consolidated Rail Corporation.

THE PREMISES described above is indicated on Valuation Map Number V 127/21 and V 129/1 through V 129/4, which are incorporated herein by reference, copies of which are available at the office of Grantor and Grantee if not otherwise recorded in the Recorder's Office of Tioga County, Pennsylvania.

THIS EXHIBIT "A" CONTAINS 3 PAGES, OF WHICH THIS IS PAGE 3 OF 3.

BK0580PG0223

CASE NO. 70283

DEED TO

GROWTH RESOURCES OF WELLSBORO FOUNDATION

EXHIBIT B

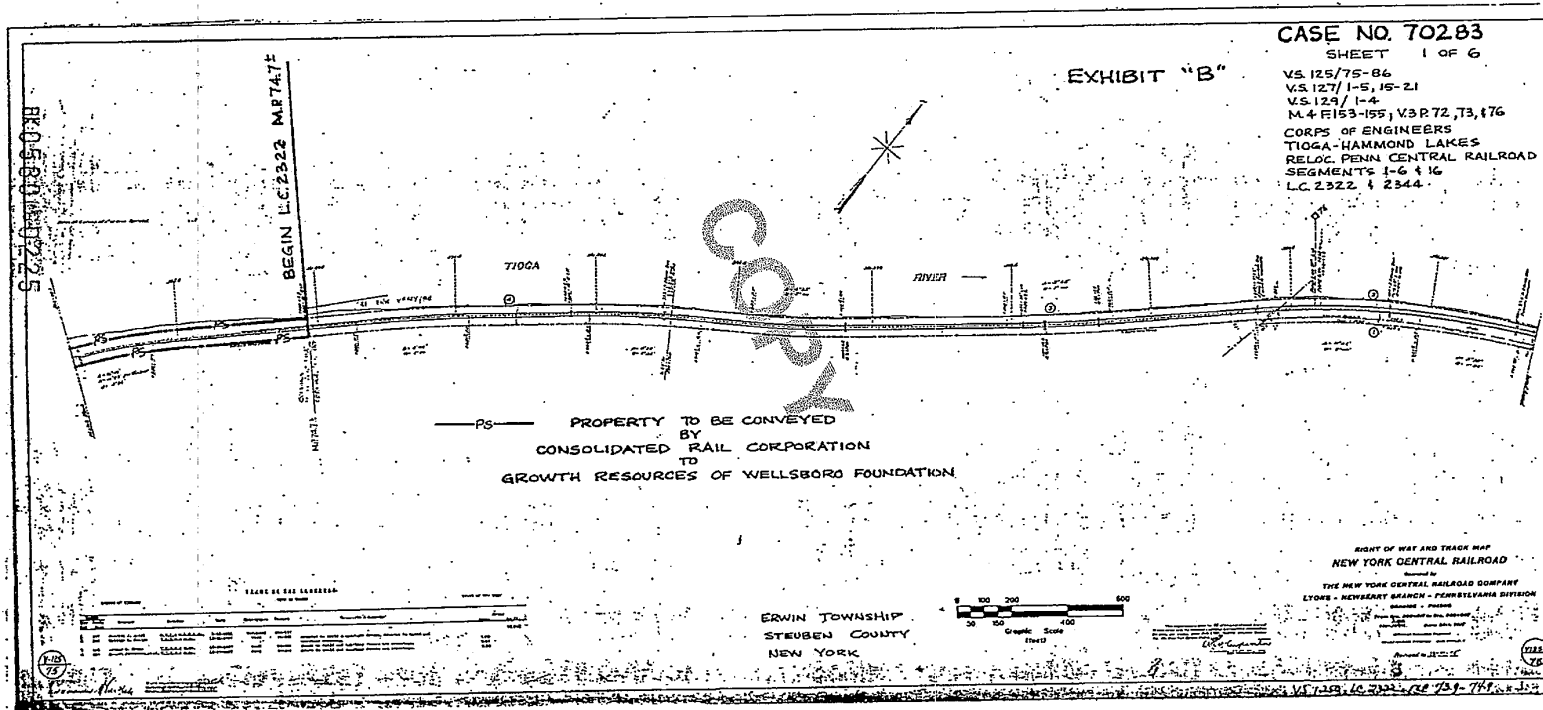
COPY
MAP ADDENDUM

H	690
12-31-92 14:29RECORDER	7050
DEED	\$35.50
WRIT TAX	\$0.50
ST	\$36.00
CHK	\$36.00
CO	\$0.00
NANCY C. KIMBLE	
RECORDER OF DEEDS	
TIOGA CO #59	
WELLSBORO, PA 16901	
CHK	\$36.00
12-31-92 14:29RECORDER	7050

STATE OF PENNSYLVANIA, COUNTY OF TIOGA SS
Recorded in the Recorder's Office for said County, in _____
Book No. 588 page 216 the 31 day
of Dec 1992
Witness my hand and Official Seal
Nancy C. Kimble Recorder

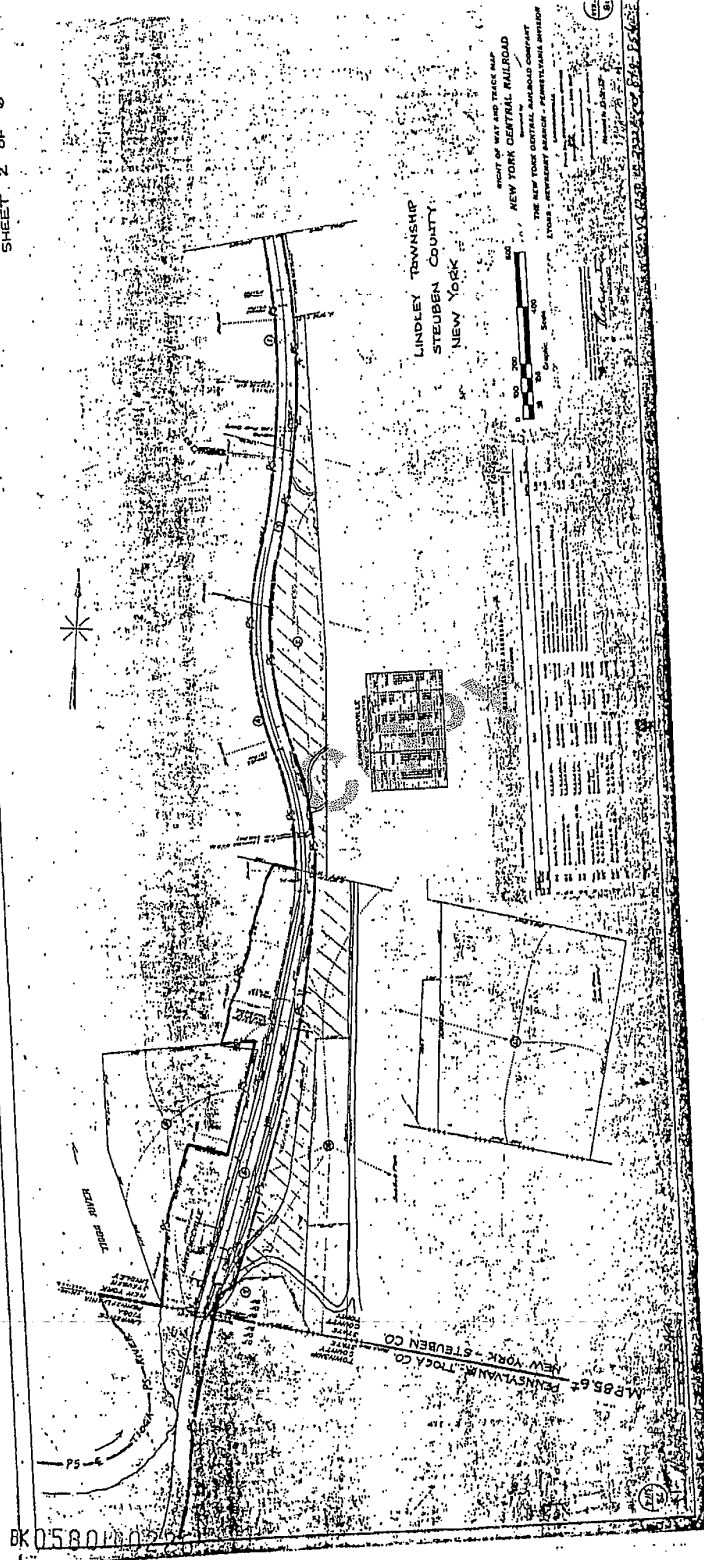
THIS EXHIBIT "B" CONTAINS 6 MAPS.

BK0580PG0224



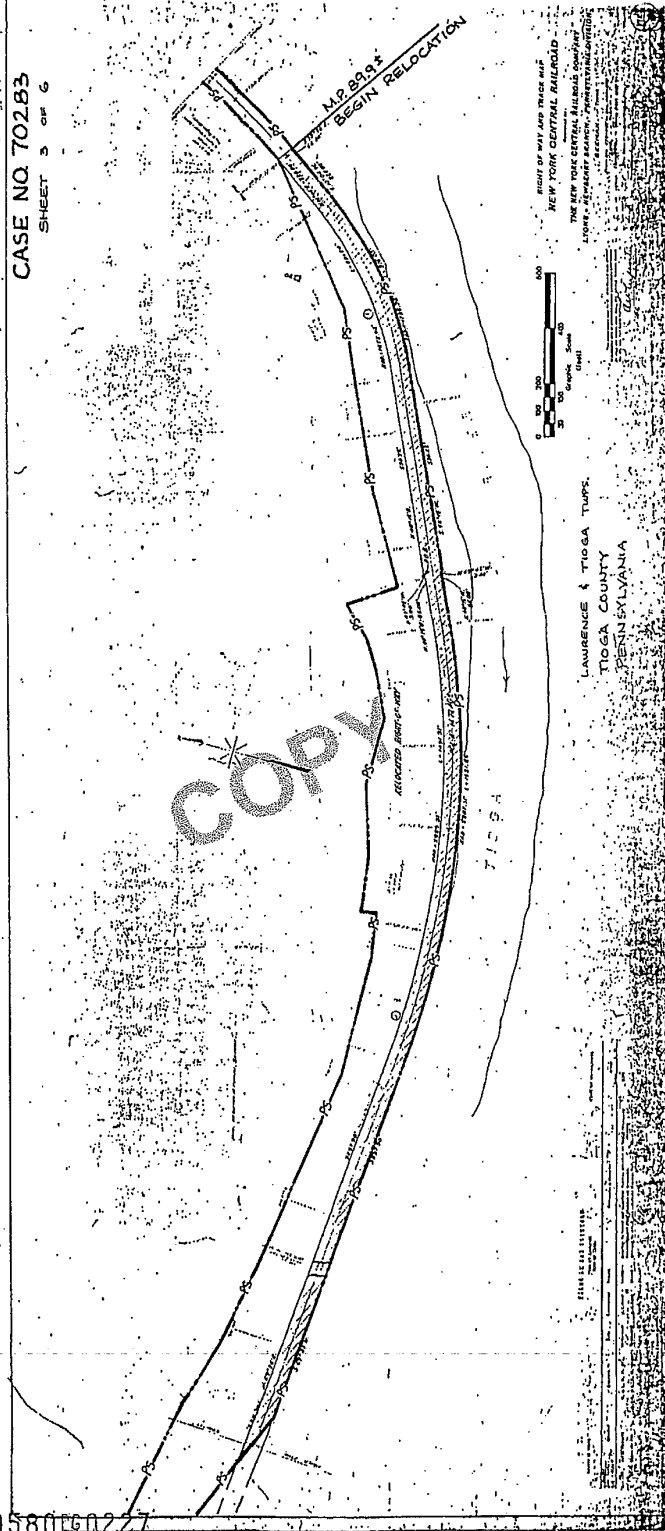
STB Docket AB1320X
 STB Docket AB 1325X
 Jointly Filed Verified Notice of Exemption

CASE NO. 70283
SHEET 2 OF 6



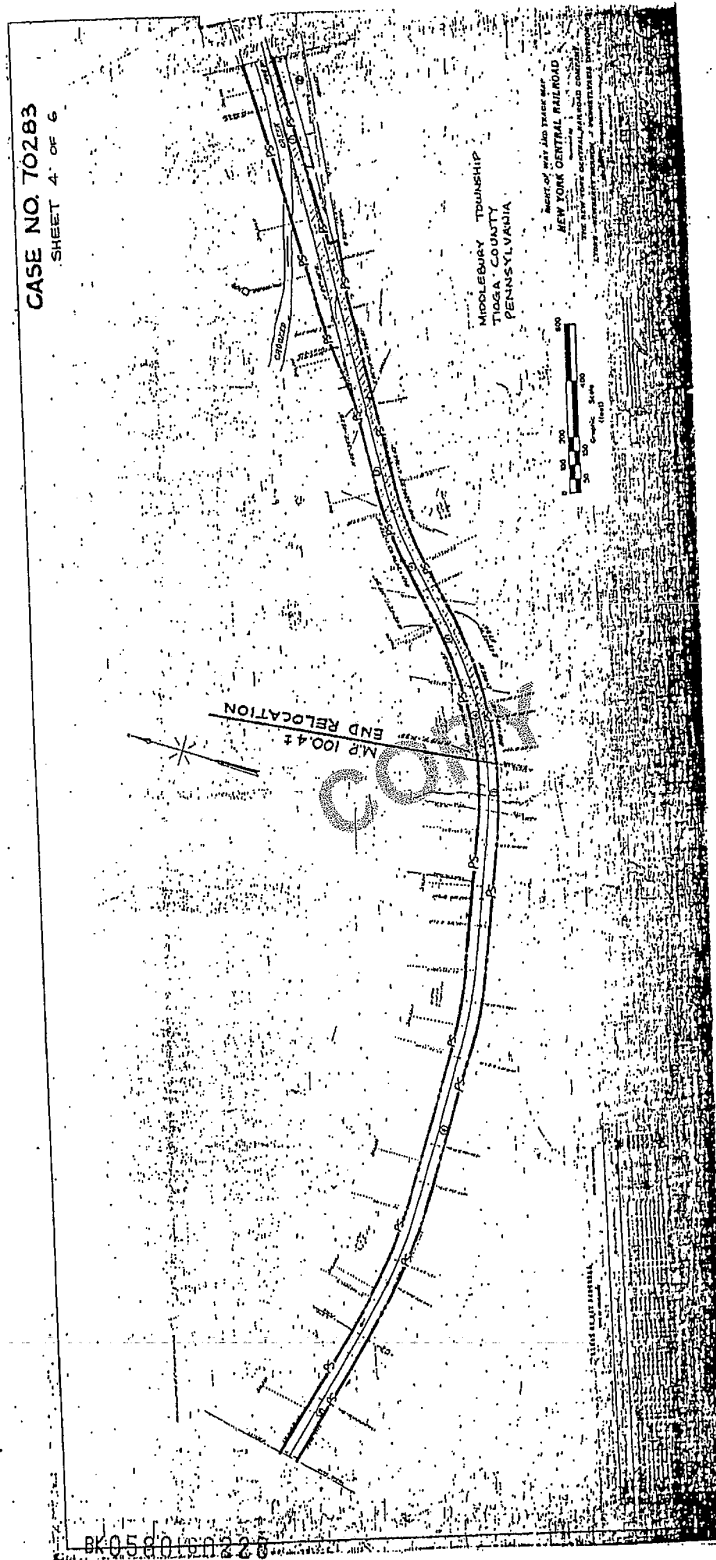
BK 580 PG 226

CASE NO. 702B3
SHEET 3 OF 6



BK 058060227

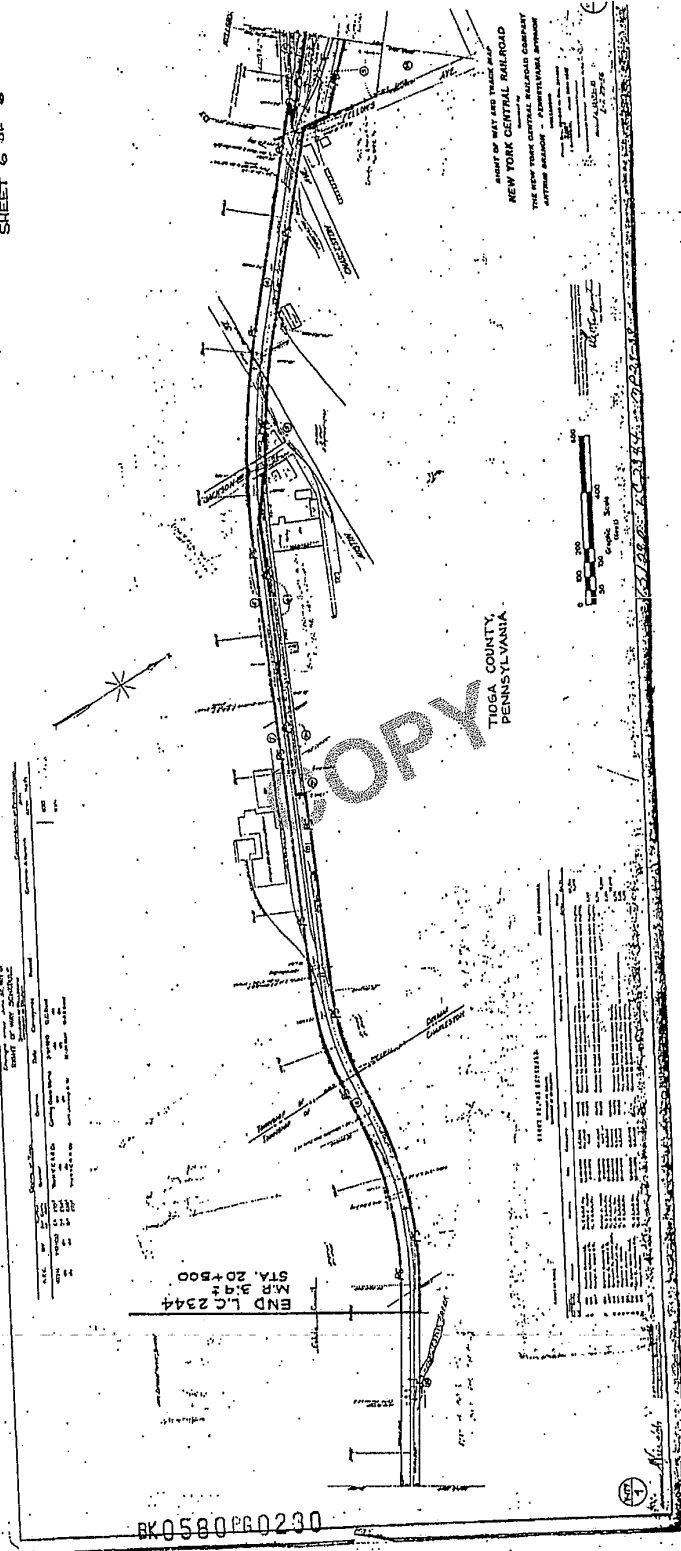
CASE NO. 702B3
SHEET 4 OF 6



BK0580100226

✓ Owlett Office

CASE NO. 70283
SHEET 6 OF 6



**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

STB Docket No. AB 1320X

**GROWTH RESOURCES OF WELLSBORO FOUNDATION
– ABANDONMENT EXEMPTION –
IN TIOGA COUNTY, PENNSYLVANIA**

STB Docket No. AB 1325X

**WELLSBORO & CORNING RAILROAD, LLC
– DISCONTINUANCE OF LEASE AND OPERATION AUTHORITY –
IN TIOGA COUNTY, PENNSYLVANIA**

JOINTLY FILED VERIFIED NOTICE OF EXEMPTION

EXHIBIT D

**OPERATING AGREEMENT (2008) AND
ADDENDUM (2022)**

OPERATING AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of January, 2008 by and between GROWTH RESOURCES OF WELLSBORO FOUNDATION, a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania with an address of 114 Main Street, Wellsboro, PA 16901 ("GROW") and the W AND C RAILROAD, LLC, a Pennsylvania limited liability company with an address of 256 Eagleview Blvd, PMB 261 Exton, PA 19341, for itself and for any rail carrier subsidiary (collectively, "W&C").

WITNESSETH:

WHEREAS, GROW is the owner of a line of railroad (the "Railroad Premises"), as more fully defined in Section 1 below, known as the Corning Secondary Track and the related tracks in Steuben County, New York and Tioga County, Pennsylvania, having acquired the same from Consolidated Rail Corporation ("Conrail") by agreement (the "Conrail Agreement") and deed (the "Conrail Deed") dated December 30, 1992; and

WHEREAS, Norfolk Southern Railway Company ("NSR") has succeeded to the rights and obligations of Conrail with respect to the Conrail Agreement, Conrail Deed, the connecting lines of railroad and the related interchange and trackage rights agreements; and

WHEREAS, W&C is a corporation organized to operate common carrier rail service on the Railroad Premises under and subject to the terms and conditions of this Agreement.

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

1. Use of Rail Premises.

(a) For the purpose of operating freight and excursion passenger rail service ("Rail Service"), GROW hereby agrees to accord W&C access to and use of the Railroad Premises which shall include, but not be limited to, all of the property of every kind and description, real, personal, and mixed, including the right of way, roadbed, tracks, track material, poles, wire lines, signals, and other facilities, building, and appurtenances located in the Counties of Steuben, New York, and Tioga, Pennsylvania, as more fully described in Appendix "A", as acquired from Conrail pursuant to the Conrail Agreement and the Conrail Deed. W&C shall have exclusive right to use the Railroad Premises for the Rail Service, and to establish, operate and maintain Rail Service thereon during the term of this Agreement, or any extension or renewal thereof, subject to the terms and conditions hereinafter contained.

(b) This Agreement shall not be construed as conveying any ownership interest in or to the Railroad Premises to W&C. All of W&C's rights shall be subject to the rights retained by GROW as set forth in Section 12 of this Agreement.

2. Conrail Agreement.

W&C agrees to be governed by, and subject to the obligations of Purchaser under Sections II(A) and (D), IV(B) through (F), VII and VIII (E) of the Conrail Agreement, and agrees to conduct operations on the Railroad Premises in accordance with the terms and conditions of

such sections of the said Agreement, including Appendix L. W&C acknowledges that it has been provided with copies of the above-referenced sections of the Conrail Agreement. W&C shall not have any duty to perform under transportation contracts in lieu of NSR unless it agrees to do so in writing specifically identifying the transportation contract or contracts which it will perform.

3. Term.

(a) The term of this Operating Agreement shall commence as of January 1, 2008 (the "Commencement Date"), and shall continue for a period of five (5) years unless terminated prior thereto in accordance with the provisions of this Agreement.

(b) This Operating Agreement shall be automatically renewed for two (2) additional five (5) year terms unless either party gives the other written notice of its intent to terminate one hundred eighty (180) days prior to the end of then existing term.

4. Operating Fees.

(a) W&C shall be obligated to pay an Operating Fee to GROW for the use of the Railroad Premises during the term of this Agreement and any renewal thereof.

(b) The "Operating Fee" shall be equal to the [REDACTED]
[REDACTED]
[REDACTED] The Operating Fee shall be paid by W&C to GROW quarterly, within thirty (30) days after the end of each calendar quarter. The payment of the Operating Fee shall be accompanied by a statement signed by an officer of W&C [REDACTED]
[REDACTED]

(c) W&C shall also pay and discharge, on or before the last day on which payment may be made without penalty or interest, any tax, assessment charges for public utilities, excise, license and permit fee and other governmental impositions and charges which shall or may during the term hereof be charged, laid, assessed, imposed, become due and payable, or in lien upon, or arising in connection with the use or operation of the Railroad Premises for Rail Service. W&C shall have the right to contest any such taxes or other charges by appropriate legal proceedings, conducted at its own expense, provided that W&C shall furnish to GROW a surety bond or other security satisfactory to GROW sufficient to cover the amount of the contested item or items, with interest and penalty for the period which such proceedings may be expected to take.

5. Track Maintenance and Capital Improvements.

(a) Track Maintenance. W&C shall be solely responsible for maintaining, irrespective of whether accounted for as an operating expense or capital expenditure, the Railroad Premises in accordance with the FRA Class Standards to which the Railroad Premises are required to be maintained (hereinafter referred to as "Minimum Maintenance Standards") under this Agreement. Without limiting the foregoing, the parties further agree as follows:

(i) On or before December 1 of each year of the Term beginning in December 2008, and in any event in time to permit GROW to apply for available grants, W&C shall prepare and submit to GROW a program (hereinafter referred to as the "Maintenance Program") setting forth the maintenance items to be performed during the following calendar year to ensure that the Railroad Premises are maintained in accordance with the Minimum Maintenance Standards. On or before March 1, 2008, W&C shall prepare and submit to GROW a Maintenance Program setting forth the maintenance items to be performed during the balance of the calendar year 2008.

(ii) Promptly thereafter, W&C will review the Maintenance Program with GROW's engineer or other designee who shall review and amend the same and ensure that it maintains the Minimum Maintenance Standards. W&C shall at its own cost be responsible for maintaining the Railroad Premises, as set forth in the Maintenance Program approved by GROW's engineer or other designee, in accordance with the Minimum Maintenance Standards. If W&C and GROW shall disagree as to the proper Maintenance Program, the disagreement shall be resolved by arbitration pursuant to Section 27 of this Agreement.

(iii) GROW's engineer or other designee may inspect the Railroad Premises at various times each year to ensure that W&C is maintaining the same in accordance with Minimum Maintenance Standards. Any deficiencies noted either by the said engineer or by the PAPUC, NYDOT, or FRA in routine inspections of the Railroad Premises shall be promptly remedied by the W&C at its sole cost and expense.

(b) W&C may not, without the consent of GROW, remove or dispose of any facilities or assets that are part of the Railroad Premises, unless such facilities or assets are replaced with facilities or assets of equal or greater quality. W&C may retain any facilities or assets removed for re-use on the Railroad Premises. If the removed facilities or assets are not needed then they may be salvaged. Any monies received for salvaged facilities and assets shall be allocated to the party paying for replacement facilities or assets, or if the facilities and assets are not being retained, to GROW.

(c) GROW may use a portion of the Operating Fees for such capital improvements to Railroad Premises as GROW in its sole and absolute discretion shall determine.

6. GROW's Use of Operating Fees.

GROW may use the Operating Fees paid by W&C under this Agreement for the purposes of (a) general operating expenses, and (b) maintaining, improving, and replacing the Railroad Premises, as GROW in its sole and absolute discretion shall determine. Any surplus Operating Fees shall be used by GROW solely for economic development purposes.

7. Condition of Railroad Premises.

W&C has inspected the Railroad Premises and accepts the same "as is" as of the Commencement Date. GROW makes no representation or warranty as to the physical condition of the Railroad Premises or the condition of the legal title (other than for railroad purposes). W&C shall return the Railroad Premises to GROW in the condition required by paragraph 9(d) hereof.

8. Provision of Additional Equipment and Facilities.

W&C shall be responsible for providing all equipment and facilities required for operation of the Railroad Premises and not part of the premises provided hereunder. Such equipment and facilities shall include, but shall not be limited to, locomotives, passenger equipment, rolling stock, maintenance equipment, office space, an enginehouse and such other facilities as are required to provide Rail Service over the line as contemplated by this Agreement.

9. W&C Obligations.

W&C agrees that it will at all times during the continuance of this Agreement:

(a) Pay all charges herein requested to be paid by GROW under Paragraph 4 at such times as the same are due and payable, which charges may be recovered by GROW in the same manner as any charge due or in arrears;

(b) Operate Rail Service in accordance with all federal, state and local requirements and shall be responsible for obtaining all governmental approvals, authorizations, franchises, licenses and permits as may be prerequisite to the rendering of such service;

(c) Observe and comply with any and all requirements of the constituted public authorities and with all federal, state and local statutes, ordinances, regulations and standards applicable to W&C or its use of the Railroad Premises and, prior to filing, shall furnish GROW a copy of all filings with public authorities affecting W&C's use of the Railroad Premises;

(d) Maintain and operate at its own expense, irrespective of whether accounted for as an operating expense or capital expenditure, the Railroad Premises, including any buildings used by or subleased by W&C thereon in good operating condition and repair in a manner consistent with sound, accepted engineering principles, and maintain the track to Federal Railroad Administration ("FRA") Class 1 Standard, or higher standards should additional funds become available to GROW or W&C to rehabilitate the track to a higher standard and traffic volumes justify the additional investment cost;

(e) Provide to GROW, or its engineer or other designee, copies of all FRA and state track inspector reports as they are received. W&C will also make available to GROW, or its engineer or other designee, regular track inspection reports as performed by its employees or subcontractors;

(f) Repair or replace at its own expense, any rails, ties and other items of track or signaling equipment as may be necessary to keep Railroad Premises in good operating condition

including any repairs or replacements necessary to restore track or equipment of GROW damaged or destroyed in any derailment to its condition immediately prior to the derailment. Repairs or replacements necessitated by derailments shall occur as soon as possible, but no more than fifteen (15) days following the occurrence;

(g) Operate a minimum of two (2) round trip freight trains per week with a minimum of two (2) days between trains, with an additional round trip train as needed, if permitted by track conditions and justified by sufficient traffic volumes. W&C shall have the right to operate fewer than two (2) trains per week if traffic volumes warrant. For purpose of this provision, a reduction in carloads below twenty (20) cars in any one month will be sufficient decrease in traffic volume to reduce scheduled service; provided, however, that in no event shall W&C's service be less than is necessary to provide reasonable adequate common carrier service;

(h) Charge demurrage to shippers on a non-escalating basis as provided in W&C's tariffs or contracts;

(i) Operate passenger train excursions, at a minimum, each Saturday and Sunday between mid-May and mid-October of each year;

(j) Fully indemnify, defend and hold harmless GROW, its officers, agents, employees, successors and assigns, from and against all claims and actions, based upon or arising out of damage or injuries to persons or property caused by any act or omission of W&C, or its agents, employees, guests, invitees, contractors, suppliers of materials, or furnishers of service in the use and occupancy of the Railroad Premises or former Conrail (now NSR) property by the W&C, except that W&C shall not indemnify GROW for damages caused by contractors hired by GROW;

(k) Maintain a policy or policies of liability insurance to insure itself against liability for injury or damage to persons and property; which policies will be in the minimum amounts set forth below, or such higher amounts as may be required by NSR under the interchange or trackage rights agreements between NSR and W&C:

<u>Type</u>	<u>Limits</u>
(i) Comprehensive Railroad Liability Insuring against claims for (a) Bodily Injury and (b) Property Damage (c) Pollution	For all claims \$5,000,000 per occurrence; \$10,000,000 aggregate; \$25,000 maximum deductible or self-insured retention
(ii) Federal Employer's Liability Act	Covered by blanket policy noted in (i)
(iii) Cargo Legal Liability	Covered by blanket policy noted in (i)
(iv) Foreign Rolling Stock	Covered by blanket policy noted in (i)
(v) Automotive Liability	\$1,000,000 Combined Single Limit

(vi)	Contractual Liability	Covered by blanket policy noted in (i)
(vii)	Comprehensive Railroad Liability	For all claims
	for Passenger Excursions against claims for	\$5,000,000 per occurrence;
	(a) Bodily Injury and	\$10,000,000 aggregate;
	(b) Property Damage	\$5,000 maximum deductible or self-
	(c) Pollution	insured retention

Such types and limitations may be changed or increased by GROW at any time if W&C begins to handle hazardous materials. The insurance requirements shall not be a limit on W&C's liability under Section 9(j), but shall be deemed additional security therefore;

(l) Cause GROW to be named as an additional insured under each such policy (other than Employer's Liability) and furnish GROW annually appropriate certificates of such insurance which shall specifically state that the insurance company shall furnish to GROW at least thirty (30) days notice of any lapse or material changes in such insurance;

(m) Maintain complete books and records in accordance with generally accepted accounting principles, and permit GROW to inspect such books as they relate to operations under this Agreement on reasonable advance notice;

(m) Peacefully deliver up and surrender possession of the Railroad Premises to GROW at the expiration or other termination of this Agreement; and

(n) At the expiration or termination of this Agreement, give its consent, without additional compensation, to GROW to use the name "Wellsboro and Corning Railroad Company" and to file its consent or otherwise give its approval to the use of said name by GROW with all appropriate federal, state and local agencies.

10. Restrictions.

W&C further agrees that it will not:

(a) Occupy the Railroad Premises in any way or for any purposes unrelated to the operation of Rail Service on or over the Railroad Premises;

(b) Assign, mortgage, pledge or encumber the Railroad Premises, or any part thereof or assign the obligation under this Agreement without the prior written consent of GROW, which consent may be withheld in GROW's sole discretion;

(c) Handle hazardous commodities without prior notice to GROW, in which event GROW may require increased insurance limits; or

(d) Establish any railroad facility on the Railroad Premises for the transloading, handling, disposing, sorting or processing of hazardous or other waste materials (including without limitation construction and demolition debris), without the prior consent of GROW, which consent may be withheld in GROW's sole discretion.

11. Relationship between W&C and GROW.

(a) W&C is an independent contractor and is not an agent of GROW.

(b) W&C and GROW shall meet at least quarterly to review and discuss costs, operations and service problems. W&C shall inform GROW and affected shippers of any major action or event related to the Railroad Premises which may affect rail freight service to these shippers as soon as such action or event is known to W&C. GROW will inform W&C of any problems or concerns related to the rail freight service. At such quarterly meetings, W&C shall furnish GROW with the most recent financial statements of W&C and all related corporations.

12. Retained Rights; Use of Railroad Premises by Other Parties.

(a) Except for agreements relating to the handling of freight traffic, all revenues arising from existing easements, licenses or agreements assigned to GROW by Conrail (and any renewals thereof), and any new agreements entered into since then, including but not limited to rents, license fees, and other revenues paid by utilities or other parties occupying a portion of the Railroad Premises with poles and wires, and rental and fees for sign boards, platform locations, driveways, storage facilities, pipe line crossings, water rights, land rents, building rents, and water tank rents shall be property of GROW. GROW has provided a copy of each easement, license and agreement to W&C. GROW shall collect such amounts as they become due. Although W&C agrees that its use of the Railroad Premises will be under and subject to such easements, licenses and agreements, W&C does not agree to assume the obligations of Conrail, GROW or any other party under any of such easements, licenses, agreements, and it shall have no duty to enforce or administer such agreements.

(b) W&C's rights and obligations in, to and under all currently effective agreements, including industrial sidetrack agreements, affecting the handling of freight traffic, shall not be affected by the termination of any prior operating agreement or the entry into this Agreement. W&C shall have the right during the term of this Agreement to enter into new contracts affecting the handling of freight traffic. Notwithstanding the foregoing, W&C shall not enter into any such contract covering a period of time extending beyond the then current term of this Agreement, unless the contract is assignable to any successor operator and either (i) the contract is terminable on thirty days notice by the operator or (ii) the contract has received the prior approval of GROW after disclosure of all terms. W&C agrees to assign to GROW or any successor operator, its right, title and interest in each contract described in this subparagraph effective upon the termination or expiration of this Agreement.

(c) GROW reserves the exclusive right to create new agreements for crossings or occupancies, under or otherwise on the Railroad Premises, whether by license, permit, easement or lease; however, no such agreements shall be entered into by GROW if it is reasonably determined by the parties that such use would materially interfere with W&C's Rail Service. Any agreement involving occupancy of the Railroad Premises shall be substantially on terms and in a form substantially similar to existing agreements, including protection of the operator. No cost or expense, including any maintenance or rehabilitation expense of the occupancies, shall be allocated to or borne by W&C as a result of any such occupancy. All income from such new agreements shall be the property of GROW.

(d) GROW reserves the exclusive right, in its sole discretion, to sell or otherwise transfer any portion of the Railroad Premises, provided that the remaining property provides sufficient clearances to comply with PAPUC or NYDOT regulations. Upon such transfer, the description set forth on Exhibit A shall be amended accordingly. Any amounts received from the transferee shall be the property of GROW.

(e) GROW agrees to indemnify and hold harmless, or require the occupier or transferee to indemnify and hold harmless, W&C, its officers, agents and employees, from and against any and all loss of life or injury to any persons and any loss of or damage to the property of any person arising out of the use of the Railroad Premises by any person pursuant to an agreement described in Sections 12(a), 12(c) or 12(d) hereof, unless such loss of life or injury to persons or loss of damage to property is caused by the negligence or misconduct of W&C.

13. Capital Improvements.

Subject to the right of GROW to rehabilitate the Railroad Premises, W&C shall have the option, but not the obligation, to construct, or manage the construction of all capital improvements on that part of the Railroad Premises on which it conducts its operations and any work performed under Paragraph 9 hereof. W&C shall abide by all reasonable conditions imposed by GROW on the construction of such improvements, including conditions of governmental agencies providing any of the funds required thereof.

14. Road Crossings.

During the term of this Agreement or any renewal thereof, W&C shall assume and be responsible for the maintenance of bridges and public highway grade crossings of the Railroad Premises to the extent such maintenance is the obligation of the railroad imposed under the provisions of state or federal law, any federal agency or by the Pennsylvania Public Utility Commission ("PAPUC") or New York Department of Transportation ("NYDOT"). If any federal agency or PAPUC or NYDOT enters an order directing the installation of automatic highway crossings, or signals at any grade crossing on the Railroad Premises at the expense of the railroad, W&C agrees to bear such expense and to indemnify GROW from and against any such expense. If GROW receives any payments under agreements described in paragraph 12 which are specifically designated for maintenance of bridges or highway grade crossings or installation or maintenance of signals, such payments will be used by GROW for such purposes.

15. Condemnation of Railroad Premises.

(a) If the Railroad Premises, or any portion thereof, are condemned or taken by any competent authority for public use, the award for payment of damages resulting therefrom, or any amount paid in settlement thereof, shall be paid to and retained by GROW, except as hereinafter provided.

(b) If the taking will materially impair or interfere with W&C's proper use and enjoyment thereof, all proceeds of the condemnation award or payment shall first be used by GROW as may be required for the restoration of the Railroad Premises in such a manner as will enable the continuing operation thereof by the W&C as hereinabove provided, except that GROW shall not be required to expend funds for such restoration in excess of the proceeds of the

condemnation award or payment. If GROW restores the Railroad Premises to enable the continuing operation by W&C, this Agreement shall continue in full force and effect. If GROW is unable to restore the Railroad Premises in such manner as will enable the continuing operation by W&C, this Agreement shall automatically terminate.

16. Default.

During the term of this Agreement, the occurrences of any of the following events shall constitute an "Event of Default."

(a) W&C shall fail to pay any Operating Fee provided for in this Agreement within thirty (30) days of the due date thereof, unless and to the extent such items are disputed in good faith by W&C;

(b) W&C shall fail to perform any of its other obligations hereunder, and shall not cure such default within thirty (30) days after the written notice thereof shall have been given to W&C by GROW, or if such default cannot be cured within such period, shall not commence to cure within such period and thereafter diligently proceed to complete the same;

(c) W&C makes an assignment for the benefit of creditors or files a voluntary petition under any bankruptcy or insolvency law or is adjudicated as bankrupt or insolvent in voluntary or involuntary proceeds or seeks reorganization or receivership, or similar relief;

(d) A proceeding against W&C seeking reorganization or receivership or similar relief is not dismissed or vacated or stayed on appeal within sixty (60) days;

(e) W&C fails to maintain the railroad track in accordance with the terms of this Agreement or fails to conduct its operation in a manner consistent with generally accepted railroad safety practices;

(f) W&C conducts its operations in such a manner so as to commit intentional waste of the Railroad Premises;

(g) W&C fails to discharge any claims or liens for materials and services for which W&C becomes obligated while providing freight rail transportation services under this Agreement;

(h) W&C fails to abide by any Conrail agreement (i.e., sidetrack agreement, etc.) of which it is advised by NSR or GROW; or

(i) GROW fails to perform any of its obligations hereunder, and shall not cure such default within thirty (30) days after the written notice thereof shall have been given to GROW by W&C, or if such default cannot be cured within such period, shall not commence to cure within such period and thereafter diligently proceed to complete the same.

17. Remedies.

(a) A non-defaulting party may, in addition to its other remedies at law or equity or as provided in this Agreement, by notice to the other party specifying the Event of Default, terminate this Agreement; provided, however, that if there is an Event of Default under subparagraphs (e), (f), (g) or (h) of paragraph 16, this Agreement shall only terminate if the defaulting party fails to cure the default specified in such notice within thirty (30) days or, if such default cannot be cured within such period, fails to commence to cure within such period and thereafter diligently proceed to complete the same.

(b) All of the remedies given to GROW and W&C by this Agreement and all rights and remedies given to them by law or equity shall be cumulative and concurrent. No termination of this Agreement or recovery of the Railroad Premises shall deprive GROW of any of its remedies or actions against W&C for rent, operating fees and all other sums due at the same time of termination of this Agreement, nor shall any action for rent, operating fees, breach of covenant or resort to any other remedies for recovery of operating fees be deemed or construed a waiver of the right to obtain possession of the Railroad Premises.

18. Failure to Cure Default.

If W&C shall fail to perform any of its obligations hereunder and shall fail to cure any default upon the giving of written notice and upon the time period specified in this Agreement or if W&C shall not commence to comply within such period specified in this Agreement or if W&C shall not commence to comply within such period and thereafter complete with due diligence, GROW shall have the right, but not the obligation, and in addition to all other remedies it may have hereunder, upon twenty-four (24) hour written notice to W&C to undertake the performance of such obligations, including the right to enter the Railroad premises in the performance thereof. If GROW shall elect to do take such action, W&C shall reimburse GROW for the costs thereof within five (5) business days of receipt of a statement of the charges.

19. Financial Settlement on Termination and Termination Costs.

(a) In the event that this Agreement is terminated either as the result of a condemnation of the Railroad Premises as provided in Paragraph 15 hereof or by reason of the exercise of the option to terminate this Agreement by GROW or its successors as provided in Paragraph 26 hereof, there shall be a financial settlement as follows:

(i) W&C and GROW shall conduct a final accounting and settlement of all W&C accounts as of the termination date. All outstanding receivables, income, credits or money due or accrued as of the termination date shall be assigned to GROW. All payables, disbursements, debts or money owed or accrued in the ordinary course of business during the thirty (30) days prior to the termination date shall be assumed by GROW.

(ii) GROW shall pay to W&C any verifiable costs of operating the line during the two weeks prior to the termination date that have been paid by W&C, and are not being assumed by GROW under paragraph 19(a)(i). GROW shall also pay to W&C any other reasonable and necessary costs specifically relating to and resulting from termination such as the cost of removal of W&C's personal property from the line. W&C represents that termination

costs under subparagraphs (a)(i) and (a)(ii) hereof will not exceed \$50,000, and it is agreed that GROW shall have no responsibility to pay such costs in excess of that amount.

(iii) In addition, GROW shall reimburse W&C for the undepreciated value of any improvements to the Railroad Premises (including the operating facility, but excepting improvements made for maintenance-of-way) paid for by W&C and retained by GROW, as shown on the books of W&C.

20. Waiver.

Any waiver by either party under this Agreement or any breach by any other party shall not effect similar rights subsequently arising or operate as a waiver of subsequent breaches of the same or similar kinds.

21. Notice.

Notice provided for herein shall be sufficient if sent by certified mail, postage prepaid, as follows:

To GROW:
Growth Resources of Wellsboro Foundation, Inc.
P.O. Box 502
114 Main Street
Wellsboro, PA 16901

To the W&C:
W and C Railroad, LLC
256 Eagleview Blvd PMB 261
Exton, PA 19341
Attn: Alfred T Myles

Or such other address as either party may, from time to time designate to the other in writing.

22. Regulatory Agency.

This Agreement is subject to the orders, rules and regulations of appropriate regulatory authorities having jurisdiction over W&C.

23. Access to Records.

(a) W&C agrees to maintain sufficient records and reports to permit GROW to fully verify statements of traffic, revenue and expenditures furnished by W&C.

(b) GROW shall have full access to these records and reports during normal business hours upon 48 hours written notice, duly given to W&C.

24. Force Majeure.

Neither party hereto shall be held responsible or liable, either directly or indirectly, or be deemed in default or breach of this Agreement for any loss, damage, injury, delay, failure or inability to meet all or any portion of its commitments hereunder caused by or arising from any cause which is unavoidable or beyond its reasonable control, including without limitation, war hostilities, invasion, insurrection, riot, the order of any competent civil or military government, explosion, fire, strikes, lockouts, AAR service orders, actions of other carriers which materially interfere with W&C's operations, labor disputes, perils of water including floods, ice breakdowns, Acts of God including storms or other adverse weather conditions, washouts or other causes of a similar or dissimilar nature which wholly or partially prevent the parties or either of them from carrying out the terms of this Agreement; provided that the party experiencing such force majeure or partial force majeure promptly gives to the other party written notice that the disabling effect of such force majeure shall be eliminated as soon as and to the extent reasonably possible and that each party shall have the right to determine and settle any strike, lockout and labor dispute in which that party may be involved in its sole discretion. In the event that one party's performance is suspended in whole or in part by major force majeure, the other party's obligation to perform hereunder shall be suspended or commensurately reduced for the duration of the force majeure and for such additional reasonable period but in no event more than ninety (90) days as may be required because of the existence of the force majeure. In the event that one party's performance hereunder is suspended by force majeure and cannot be resumed within a reasonable period of time, the other party shall have the right to terminate this Agreement.

25. Labor Conditions.

If during the term of this Agreement or subsequent renewal thereof, any labor protective conditions should be imposed as a result of an STB order or pursuant to the Railway Labor Act for which GROW may become liable, W&C agrees to fully indemnify GROW from the costs of said labor protective conditions.

26. Option to Terminate.

At any time after the initial five (5) years of this Agreement, GROW shall have the option, exercisable upon sixty (60) days' written notice to W&C, to terminate this Agreement by reason of a sale or assignment of the Railroad Premises. If GROW sells or assigns the Railroad Premises prior to the end of the initial (5) years of this Agreement, then GROW's successor or assign shall have the option, exercisable upon sixty (60) days' written notice to W&C given at any time after the end of the initial five (5) years of this Agreement, to terminate this Agreement. However, W&C shall have a right of first refusal to purchase the Railroad Premises from GROW on the same terms and conditions that GROW agrees to with any other potential purchaser. W&C shall have thirty (30) days from its receipt of notice from GROW of the terms and conditions of the proposed sale, and shall close on the sale within sixty (60) days thereafter.

27. Arbitration.

Any claim or controversy arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration in Williamsport, Pennsylvania, in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof.

28. Successors and Assigns.

(a) This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. A "substantial change in the ownership and/or control of W&C," as defined below, shall be considered an assignment by W&C. However, this provision shall not be construed to confer on W&C any right or authority to assign all or any part of this Agreement without GROW's prior consent.

(b) In the event that during the term of this Agreement there is a "substantial change in the ownership and/or control of W&C" from the shareholders at the commencement of this Agreement by reason of a stock transfer, a sale, a merger, an acquisition, a buyout or other similar transaction, GROW shall have the right to terminate this Agreement without any further obligation or liability to W&C, within ninety (90) days of first learning of the substantial change in ownership and/or control of W&C. A "substantial change in ownership and/or control" is defined as a sale, transfer or change of more than 25% of the existing shares of stock from the shareholders at the commencement of this Agreement.

29. Entire Agreement.

This Agreement contains the entire understanding of the parties with respect to its subject matter. No oral statement or prior written matter shall have any force or effect. The parties hereby acknowledge that they are not relying on any representations or agreement other than those contained in the Agreement. This Agreement shall not be modified except by a written instrument subscribed by both parties hereto.

30. Severability.

If any term, covenant, condition or provision (or part thereof) of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable the remainder of this Agreement or the application of such term or provision (or remained thereof) to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

31. Applicable Law.

This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania for contracts made and to be performed in Pennsylvania.

32. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Execution and delivery of this Agreement by facsimile or electronic transmission shall be deemed for all purposes to be due execution and delivery by the undersigned.

IN WITNESS WHEREOF, the parties hereto have caused this Operating Agreement to be executed by themselves or by their respective duly authorized officers as of the day and year first above written.

Attest:

W AND C RAILROAD, LLC

Lauren M. McNeil
(Seal)

by: Alfred T. Myles, CEO

Attest:

GROWTH RESOURCES OF WELLSBORO
FOUNDATION

Mary E. Worthington
(Seal)

by: Paul E. Pelt

AMENDMENT TO OPERATING AGREEMENT

This Amendment to Operating Agreement (this "Amendment") is made as of **January 1, 2022** (the "Effective Date"), by and between GROWTH RESOURCES OF WELLSBORO FOUNDATION ("GROW") and WELLSBORO & CORNING RAILROAD, LLC ("WCOR").

WHEREAS, WCOR and GROW are parties (or successors thereof) to that certain Operating Agreement dated **January 1, 2008** (the "Original Agreement"), in respect to the provision of Rail Services over a line of railroad owned by GROW; and

WHEREAS, GROW desires to abandon a portion of the line of railroad owned by GROW; and

WHEREAS, WCOR desires to eliminate the operation of the excursion train from the Rail Services provided; and

WHEREAS, GROW is willing to eliminate the excursion train obligation under the Original Agreement in exchange for WCOR's reasonable support and cooperation regarding the abandonment of all railroad track south of Wellsboro Junction (from MP .505 to MP 3.815) in order to facilitate the extension of the Pine Creek Rail Trail into the Borough of Wellsboro; and

WHEREAS, the parties have mutually agreed to modify the terms of the Original Agreement in the manner and to the extent hereafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby agreed by the parties as follows:

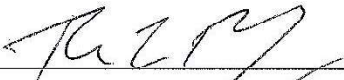
1. Section 9(i) of the Original Agreement is deleted in its entirety and replaced with "Intentionally Omitted."
2. All other references to the passenger train, passenger train services, or excursion train(s) in the Original Agreement are hereby deleted.
3. WCOR shall provide reasonable support and cooperation regarding the abandonment of all railroad track south of Wellsboro Junction (from MP .505 to MP 3.815) in order to facilitate the extension of the Pine Creek Rail Trail into the Borough of Wellsboro.
4. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Original Agreement.

5. The representations, covenants and recitations set forth in the recitals are material to this Agreement and are hereby incorporated into and made a binding part of this Amendment.
6. Except as expressly modified, supplemented, revised and/or amended herein, the terms and conditions of the Original Agreement remain in full force and effect and are hereby ratified, approved and confirmed.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Amendment as of the day and year first written above.

GROWTH RESOURCES OF
WELLSBORO FOUNDATION

WELLSBORO & CORNING
RAILROAD, LLC

By: 

By:  **LEONARD WAGNER - President - 2/2/2022 4:50:29 PM**

Name: Thomas E. Rudy, Jr.

Name: _____

Title: President

Title: _____

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

STB Docket No. AB 1320X

**GROWTH RESOURCES OF WELLSBORO FOUNDATION
– ABANDONMENT EXEMPTION –
IN TIOGA COUNTY, PENNSYLVANIA**

STB Docket No. AB 1325X

**WELLSBORO & CORNING RAILROAD, LLC
– DISCONTINUANCE OF LEASE AND OPERATION AUTHORITY –
IN TIOGA COUNTY, PENNSYLVANIA**

JOINTLY FILED VERIFIED NOTICE OF EXEMPTION

EXHIBIT E

**LETTERS OF SUPPORT – GREENWAY
(FEDERAL GRANT SUBMISSION)**

United States Senate

WASHINGTON, DC 20510

June 6, 2019

Secretary Elaine Chao
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Secretary Chao,

I am pleased to provide this letter of support for Tioga County's application for the FY 19 BUILD Transportation Grant. If selected, Tioga County plans to continue work on the Marsh Creek Greenway.

The Marsh Creek Greenway project seeks to stimulate economic activity by attracting visitors. The project components include a 3.2 mile non-motorized trail, a 5,000 sq. ft. trailhead building, pedestrian and cyclist amenities, and refurbished railroad siding. Tioga County estimates the Marsh Creek Greenway will attract over 64,000 visitors resulting in \$8 to \$11 million in additional consumer spending.

I respectfully ask that you provide the aforementioned application all due consideration, and I thank you for your attention to this request. Please direct your acknowledgement to my Grants Coordinator, Alex Byrne, via email at Alexandra_Byrne@toomey.senate.gov.

Sincerely,



Pat Toomey
U.S. Senator



pennsylvania
DEPARTMENT OF TRANSPORTATION

May 29, 2019

The Honorable Elaine Chao
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Subject: Tioga County Marsh Creek Greenway Project

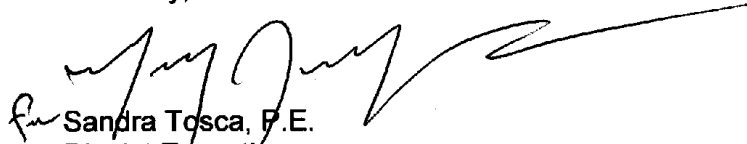
Dear Secretary Chao:

On behalf of Pennsylvania Department of Transportation District 3-0, I would like to convey my support for Tioga County's grant request through the U.S. Department of Transportation – Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program to construct an identified missing link in the Pine Creek Rail Trail that will extend 3 miles from Wellsboro Junction to downtown Wellsboro, Tioga County, Pennsylvania.

Spanning more than 60 miles, the Pine Creek Rail Trail is a converted railbed that offers hiking, biking, cross-country skiing and limited horseback riding to the region's most popular outdoor destinations and rural communities along the trail. The multiuse trail is key to the success of the region's active transportation network, providing safe, convenient and equitable transportation options. The Marsh Creek Greenway Project will extend the multiuse trail to the Borough of Wellsboro and expand low or no-cost recreation opportunities and transportation options to the public.

PennDOT District 3-0 asks for your favorable consideration of Tioga County's grant request for the Marsh Creek Greenway Project. The requested funding will expand the region's alternative transportation network, thereby contributing to the creation of vibrant, safe and healthy communities that attract workers, businesses, residents and visitors. Should you have any questions regarding my support for this project, please do not hesitate to contact me. Thank you for your time and consideration.

Sincerely,


Sandra Tosca, P.E.
District Executive
Engineering District 3-0

Engineering District 3-0
715 Jordan Avenue | Post Office Box 218 | Montoursville, PA 17754 | 570.368.8686 | www.penndot.gov



July 11, 2019

The Honorable Elaine Chao
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

RE: Tioga County Marsh Creek Greenway Project

Dear Secretary Chao:

Our agencies are pleased to offer our support for Tioga County's Marsh Creek Greenway grant application to the United States Department of Transportation – "Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program." This project will deliver a safe, off-road, multi-use trail along the Wellsboro & Corning Railroad and be an excellent model for sustainable and active transportation in a very rural area of the state known as the Pennsylvania Wilds.

The proposed 3.2-mile Marsh Creek Greenway, a key missing link in the existing 62-mile Pine Creek Rail Trail managed by the PA Department of Conservation and Natural Resources, will directly connect trail users to Wellsboro's downtown business district. The Pine Creek Rail Trail is a world-renowned, multi-use trail that travels through the Pine Creek Gorge (PA Grand Canyon) and provides access to a host of exceptional outdoor recreational experiences which are long-time economic and quality of life drivers for the town and surrounding area. The project will significantly expand trail-based tourism as well as encourage local commuting, youth recreation and well-being, and healthy living.

Right now, such efforts are also critical to Pennsylvania's work force development strategy in rural areas since amenities like this are an essential part of the equation for retaining and attracting a skilled and high performing work force.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink that reads "Cindy Adams Dunn".

Cindy Adams Dunn
Secretary

Office of the Secretary
Rachel Carson State Office Bldg.
P.O. Box 8767
Harrisburg, PA 17105-8767

A handwritten signature in black ink that reads "Dennis M. Davin".

Dennis M. Davin
Secretary

Office of the Secretary
Commonwealth Keystone Building
400 North Street, 4th Floor
Harrisburg, PA 17120-0225

CLINTON D. OWLETT, MEMBER

HARRISBURG OFFICE

PO BOX 202068
HARRISBURG, PA 17120-2068
PHONE: (717) 772-5371
FAX: (717) 782-2935

Email: cowlett@pahousegop.com
Web: www.repowlett.com



House of Representatives
Commonwealth of Pennsylvania
Harrisburg

DISTRICT OFFICES

74 MAIN STREET
WELLSBORO, PA 16901-1504
PHONE: (570) 724-1390
FAX: (570) 724-2168

121 CANTON STREET
TROY, PA 16947
PHONE: (570) 297-3045
FAX: (570) 297-5551

COMMITTEES

AGRICULTURE AND RURAL AFFAIRS
COMMERCE
GAME AND FISHERIES
HEALTH
APPROPRIATIONS

June 18, 2019

The Honorable Elaine Chao
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

RE: Tioga County Marsh Creek Greenway Project

Dear Secretary Chao:

Please accept this letter as my support for the Marsh Creek Greenway Project and Tioga County's grant application to the Better Utilizing Investment to Leverage Development (BUILD) Program. The Marsh Creek Greenway Project will connect the Pine Creek Rail Trail to the Borough of Wellsboro along the existing Wellsboro & Corning Railroad in Tioga County, Pennsylvania.

Wellsboro Borough is a small, rural community located in the Pennsylvania Wilds, a 13-county region that is home to more than 2 million acres of public land and hundreds of miles of land and water trails. The Pennsylvania Wilds attracts visitors from near and far, providing economic potential for the communities in this region. The Marsh Creek Greenway Project will provide a trail link to lodging, restaurant, and shopping facilities in Wellsboro Borough. A direct connection to Wellsboro will expand the region's active transportation system, thereby reducing the need for automobile dependency and decreasing greenhouse gas emissions.

The Marsh Creek Greenway Project will result in accessible, connected and low-cost opportunities for recreational activity in Tioga County, and I am pleased to offer my support Tioga County's BUILD application. Trail-based tourism provides a wide range of economic and community benefits for the 68th District, and I commend Tioga County's commitment to foster a healthy and prosperous community through new recreational opportunities.

Please feel free to contact me if there is anything I can do on their behalf to enhance their opportunity for a positive response to their request.

Sincerely,

A handwritten signature in cursive script, appearing to read "Clint Owlett".

Representative Clint Owlett
68th Legislative District

25TH DISTRICT
JOE SCARNATI

SENATE BOX 203025
HARRISBURG, PA 17120-3025
(717) 787-7084
FAX: (717) 772-2755
www.senatorscomari.com



Senate of Pennsylvania

DISTRICT OFFICES

BROCKWAY OFFICE:
410 MAIN STREET
BROCKWAY, PA 15824
(814) 265-2030
FAX (814) 265-2040

WELLSBORO OFFICE:
5 MAIN STREET
WELLSBORO, PA 16901
(570) 724-5231
FAX (570) 723-5119

June 12, 2019

Honorable Elaine Chao
Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: Tioga County Marsh Creek Greenway Project

Dear Secretary Chao:

I am writing in support of the grant application that the Tioga County Trail Authority will be submitting under the Better Utilizing Investments of Leverage Development (BUILD) Discretionary Program for its Marsh Creek Greenway Project. The Marsh Creek Greenway Project will construct a non-motorized trail linking the Borough of Wellsboro to the Pine Creek Rail-Trail, which presently terminates about three miles west of Wellsboro.

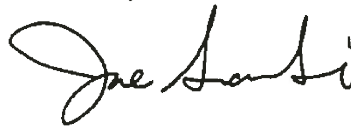
Tioga County's Marsh Creek Greenway Project was identified over a decade ago as a top-priority project in the region, as the Pine Creek Rail-Trail presently terminates in a cornfield. The Marsh Creek Greenway, generally, will be located parallel to the Wellsboro & Corning Railroad and Marsh Creek. In the interim, a great deal of preparatory work for this project has been accomplished.

The Marsh Creek Greenway Project will be of significant economic benefit to this rural area by encouraging visitors to Wellsboro to access the trail and encouraging additional tourism-related business and employment opportunities in the borough. Additionally, the project will promote healthier lifestyles and greater accessibility to the Pine Creek Rail-Trail for residents, particularly seniors.

Honorable Elaine Chao
June 12, 2019
Page 2

The Marsh Creek Greenway Project is an economic, recreational, and transportation project vital to the Wellsboro area and its citizens. I strongly and enthusiastically support this project and request your approval of funding for this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Scarnati". The signature is fluid and cursive, with the first name "Joe" being more prominent and the last name "Scarnati" written in a continuous script.

Joe Scarnati
State Senator – 25th District

JBS/cfd

Clinton County Planning Department
2 Piper Way, Suite 244
Lock Haven, PA 17745
Phone: (570) 893-4080
Fax: (570) 893-4122



PLANNING STAFF
Director: Katherine M. de Silva
Grants Administrator: Gabriel Caprio
Community Planner: Gregory T. Smith

June 17, 2019

The Honorable Elaine Chao
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

RE: Tioga County, Pennsylvania's BUILD Grant application for the Marsh Creek Greenway Project

Dear Secretary Chao:

On behalf of Clinton County Planning Commission, I would like to express my support for Tioga County's grant application to the U.S. Department of Transportation – Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program for the Marsh Creek Greenway Project. My county seat, Lock Haven, is separated from Tioga's, Wellsboro, by 54 highway miles. If Tioga's grant request is awarded, we will become connected in a much better and more interesting way - by The Pine Creek Rail Trail. This 62-mile multiuse corridor will be the link between our communities and all places of interest between. It is a beacon for regional and national tourist visits, and conserves the region's most significant natural areas.

The Pine Creek Rail Trail currently runs from the Borough of Jersey Shore in Lycoming County to Wellsboro Junction, Tioga County. Since 2010, Clinton County has been working to complete the 11.5-mile Bald Eagle Valley Trail, which connects from the existing trailhead in Jersey Shore to Lock Haven. (We have 5.7 miles completed.) Located southwest along U.S. Route 220, Lock Haven is home to many economic forces, including Lock Haven University. A trail extension into Clinton County will expand access to recreational opportunities for more than 28,000 residents of Lock Haven, McElhattan, Avis, and the surrounding townships. Some 4,600 students enrolled in Lock Haven University will also have access to this regional trail network.

Tioga County's funding request represents an opportunity to increase tourism and heritage-based outdoor recreation throughout the region, and the Clinton County Planning Commission is pleased to offer its support for the Marsh Creek Greenway Project. Should you have any questions regarding my support for this project, please do not hesitate to contact me. Thank you for your time and consideration.

Sincerely,

Katherine de Silva
Planning Director
kdesilva@clintoncountypa.com

Potter County



Planning

POTTER COUNTY PLANNING COMMISSION

1 N. Main Street

Coudersport, Pa 16915

Phone (814) 274-8254

Fax (814) 274-8307

Email: whunt@pottercountypa.net

July 10, 2019

The Honorable Elaine Chao
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

RE: Tioga County Marsh Creek Greenway Project

Dear Secretary Chao:

On behalf of Potter County Planning Commission, I would like to express my strong support for Tioga County's funding request through the U.S. Department of Transportation – Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program for the Marsh Creek Greenway Project. Tioga County is proposing to construct a missing link in the Pine Creek Rail Trail to extend the 62-mile multiuse trail to the Borough of Wellsboro.

The Pine Creek Rail Trail is an engine of substantial economic activity in rural communities across Tioga and Lycoming counties. From home owners choosing to live along the trail to tourists patronizing local businesses in each community along the route, the Pine Creek Rail Trail is a valuable amenity that has revitalized rural communities facing high unemployment and stagnant economic growth. Tioga County's BUILD proposal will complement Potter County's plans to extend the Pine Creek Rail Trail west along U.S. Route 6 to Galeton Borough. The Borough of Galeton is a small, rural community in Potter County with similar amenities to Wellsboro. The proposed trail connections to both communities will have long-lasting impacts to the quality of life for residents and visitors. A successful BUILD grant will extend the Pine Creek Rail Trail in Tioga County, and lay the groundwork for Potter County's regional trail initiatives.

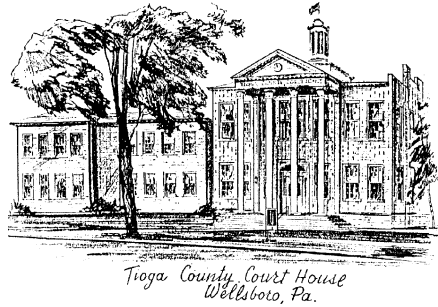
The Potter County Planning Commission is pleased to offer its support for the Marsh Creek Greenway Project and Tioga County's BUILD grant request. The Marsh Creek Greenway Project is the next step in building upon the success of the world-renowned Pine Creek Rail Trail. Thank you for your time and consideration.

Sincerely,

William Hunt
GIS/Planning Director

Tioga County Planning Commission

118 MAIN STREET
WELLSBORO PA. 16901
570-723-8251
FAX: 570-723-8206



KERRY NELSON
PLANNING DIRECTOR
knelson@tiogacountypa.us

July 12, 2019

Honorable Elaine Chao
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

RE: Tioga County Marsh Creek Greenway Project

Dear Secretary Chao:

On behalf of the Tioga County Planning Commission, I would like to express my support for Tioga County's grant application through the U.S. Department of Transportation – Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program to support the Marsh Creek Greenway Project. The requested funding will bring to fruition years of community planning and professional studies to extend the Pine Creek Rail Trail to the Borough of Wellsboro.

The Pine Creek Rail Trail is a multiuse recreational trail running from US Route 220 west of Jersey Shore in Lycoming County to just west of SR 287 near Wellsboro Junction, three miles north of Wellsboro in Tioga County. For over 10 years, Tioga County, in partnership with the Pennsylvania Department of Conservation and Natural Resources and Pennsylvania Department of Environmental Protection, among other public and private partners, have collaborated on the design of the Marsh Creek Greenway Project. A successful BUILD grant will strengthen the region's multimodal transportation corridor, expand access to healthy recreation options, and provide opportunities to achieve economic diversification and improved quality of life for residents of Wellsboro and surrounding communities. The proposed facilities are identified as a priority goal in the *Tioga County Comprehensive Plan Update – 2030*.

The Tioga County Planning Commission strongly supports the Marsh Creek Greenway Project and BUILD funding request. Should you have any questions regarding my support, please do not hesitate to contact me. Thank you for your time and consideration.

Sincerely,

A handwritten signature in cursive script that reads "L. Kerry Nelson".

Kerry Nelson
Tioga County Planning Director

BOROUGH OF WELLSBORO

14 CRAFTON STREET
WELLSBORO, PA 16901

570.724.3186 FAX 570.724.2323

May 21, 2019

The Honorable Elaine Chao
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: Tioga County Marsh Creek Greenway Project

Dear Secretary Chao:

On behalf of the Borough of Wellsboro, I am writing in support of Tioga County's funding request through the U.S. Department of Transportation – Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program to complete the Marsh Creek Greenway Project. The requested funding will be used to construct a missing segment of the Pine Creek Rail Trail, thereby connecting Wellsboro to the region's largest multiuse trail.

The Pine Creek Rail Trail is a 62-mile converted railroad bed that extends from Jersey Shore, Lycoming County to Wellsboro Junction, Tioga County. The northern terminus is located near the intersection of U.S. Route 6 and PA Route 287, approximately 3 miles north of Wellsboro. Presently, the Borough is not immediately accessible from the Pine Creek Rail Trail, often requiring an automobile for trail users to access lodging, restaurants, and retail destinations. Inadequate shoulders and lack of signage and rumble strips pose significant safety concerns for trail users who choose to bicycle along U.S. Route 6 south to Wellsboro. The Marsh Creek Greenway Project will result in a safe, direct connection between the existing trailhead and Wellsboro via a multiuse trail running along the Wellsboro & Corning Railroad. The proposed facilities are key to improving safety and connectivity, and leveraging economic development through an integrated network of high quality recreational trails.

The Borough of Wellsboro strongly supports the Marsh Creek Greenway Project and Tioga County's commitment to expanding recreational opportunities and alternate transportation that highlights the historical and natural resources of the region. Should you have any questions regarding my support for this project, please do not hesitate to contact me. Thank you for your time and consideration.

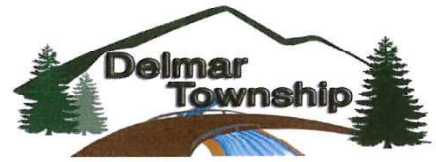
Sincerely,



John E. Wheeler
Mayor of Wellsboro

Proud home of Wynken, Blynken, and Nod





June 12, 2019

Honorable Elaine Chao
U. S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: Tioga County Marsh Creek Greenway Project

Dear Secretary Chao:

This letter is to inform you that the Delmar Township Supervisors are in support of Tioga County's funding request through the U. S. Department of Transportation – Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program for the Marsh Creek Greenway Project. The requested funding will support construction of an identified missing link in the Pine Creek Rail Trail.

The Pine Creek Rail Trail runs parallel to U.S. Route 6 across the northern portion of Delmar Township. Presently, the multiuse trail ends near the intersection of Route 6 and PA Route 287 at Wellsboro Junction in Delmar Township, approximately 3 miles north of the Borough of Wellsboro. The Pine Creek Rail Trail is a valuable amenity to the region that keeps existing residents, attracts new people, and contributes to the community's identity.

The Marsh Creek Greenway Project has been in the planning and design phase for more than 10 years. A successful BUILD grant would extend the numerous benefits of the Pine Creek Rail Trail to the Borough of Wellsboro and Delmar Township in Tioga County. If you have any questions, please don't hesitate to contact the office at 570-724-5482.

Respectfully,

A handwritten signature in blue ink, appearing to read "Ken VanSant".

Ken VanSant, Chairman

A handwritten signature in blue ink, appearing to read "Deven C. Martin".

Deven C. Martin, Vice Chairman

A handwritten signature in blue ink, appearing to read "David Cleveland".

David Cleveland, Supervisor

610 N. Lawton Road ▪ Wellsboro, PA 16901 ▪ Ph. (570) 724-5482 ▪ Fax (570) 724-5494
delmartwp1@gmail.com



PA WILDS CENTER
FOR ENTREPRENEURSHIP

June 12, 2019

The Honorable Elaine Chao

U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

RE: Tioga County Marsh Creek Greenway Project

Dear Secretary Chao,

On behalf of the Pennsylvania Wilds Center for Entrepreneurship, Inc. (PA Wilds), I am pleased to offer my support for Tioga County's funding request through the U.S. Department of Transportation – Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program for the Marsh Creek Greenway Project. The requested funding will increase accessibility, sustainability, interest, and significance of the Pine Creek Rail Trail, a major tourism destination in the Pennsylvania Wilds, to current and future users.

As a nonprofit working with dozens of partners from the public and private sectors, the PA Wilds Center aims to grow nature and heritage tourism in the Pennsylvania Wilds while maintaining the small town charm of its rural communities. Among our core partners are 12 county governments, including Tioga, as well as seven visitor bureaus and two state partners – the PA Department of Conservation & Natural Resources (DCNR) and the PA Department of Community & Economic Development (DCED). The Appalachian Regional Commission has also been a major investor in the PA Wilds effort.

The Pennsylvania Wilds, one of the Pennsylvania's 11 official tourism regions, is a large rural area that covers about a quarter of the Commonwealth and is known for its two million acres of public land. It boasts two National Wild & Scenic Rivers, the largest wild elk herd in the Northeast and some of the darkest skies in the country. More than fifty million people live within a day's drive of the Pennsylvania Wilds, and visitors currently spend an estimated \$1.7 billion annually in our rural region. The Pine Creek Rail Trail is one of the region's most popular outdoor destinations, and a key asset in overall strategies for economic revitalization and building and strengthening local businesses in small, rural communities along the trail. A direct trail link to the Borough of Wellsboro will further stimulate local business creation, expand access to low and no-cost transportation options and recreation opportunities, and generate new tax dollars. The Marsh Creek Greenway Project will bring short- and long-term benefits to the Pennsylvania Wild's environment, economy, neighborhoods, and people.

The PA Wilds Center recognizes the importance of the Pine Creek Rail Trail to the vitality of the local and regional economies, and I am pleased to offer my support for Tioga County's BUILD grant application. Should you have any questions regarding my support for this project, please do not hesitate to contact me. Thank you for your time and consideration.

Sincerely,

Tataboline Enos
Founder & CEO

PO BOX 285
SUGAR GROVE, PA 16350
814-757-9190
PAWILDCENTER.ORG



The PA Wilds Center for Entrepreneurship (PA Wilds Center) is a 501(c)3 nonprofit organization. The official registration and financial information of PA Wilds Center may be obtained from the Pennsylvania Department of State by calling toll-free, within Pennsylvania, 1-800-732-0999. Registration does not imply endorsement.
PAWilds.com WildsCoPa.org ShopThePaWilds.org
This organization is an Equal Opportunity Provider.



312 Main Street, Towanda, PA 18848 USA
phone: 570.265.9103 • toll-free: 888.868.8800 • fax: 570.265.7585 • info@northerntier.org • www.northerntier.org

5/28/19

The Honorable Elaine Chao
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

RE: Tioga County Marsh Creek Greenway Project

Dear Secretary Chao:

On behalf of the Northern Tier Regional Planning & Development Commission, I am writing to convey my support for Tioga County's grant application through the U.S. Department of Transportation – Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program to support the Marsh Creek Greenway Project. It is my understanding Tioga County is seeking BUILD funds to construct an identified missing link in the Pine Creek Rail Trail.

The Pine Creek Rail Trail is a major economic driver for many small communities in Tioga County- supporting local small businesses, creating new employment opportunities, increasing property values, and attracting new residents. The Department of Conservation and Natural Resources has found that trail users spend almost \$7 million annually on food, lodging, and other goods to use on the trail. This economic infusion has enabled a resurgence of many small towns that historically faced higher unemployment rates and loss of businesses. The Marsh Creek Greenway Project will provide cost-effective improvements to improve mobility for active travelers, increase access to healthy recreation opportunities, and spur economic development along the corridor. The proposed facilities are consistent with Northern Tier's mission to help businesses expand their markets, generate employment, improve the local economy, and plan for the future development of the Northern Tier Region.

The Northern Tier Regional Planning & Development Commission strongly supports the Marsh Creek Greenway Project and Tioga County's continued commitment to expanding recreation opportunities, and preserving the historic and natural resources of the region. If you should have any questions regarding my support for this project, please do not hesitate to contact me. Thank you for your time and consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Kevin Abrams'.

Kevin Abrams
Executive Director



Visit Potter Tioga
2053 Route 660
Wellsboro, Pa 16901
570-724-0635

May 24, 2019

Executive Director
Colleen R. Hanson

President
Curt Schramm

Vice President
Irene Morgan

Secretary/Treasurer
Gretchen Regina

Board of Directors
Kevin Abrams
Gail Ayers
Glenn Batson
Kevin Connelly
Scott DiMarco
Laura Lee Robinson
Jennifer Rossman
Joshua Roth

The Honorable Elaine Chao
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

RE: Tioga County Marsh Creek Greenway Project

Dear Secretary Chao:

On behalf of the Visit Potter-Tioga, I would like to express my support for the Marsh Creek Greenway Project, a regional trail initiative that will create high-quality, sustainable multimodal connections that offer a significant return on investment through trail-based tourism, business growth, alternative transportation and health benefits. A successful grant through the U.S. Department of Transportation – Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program will create a critical connection between the Borough of Wellsboro and the Pine Creek Rail Trail.

Tioga County's scenic setting includes regional and nationally-recognized trails and greenways. Recognized as one of the "10 Great Places to Take a Bike Tour" by USA Today, the Pine Creek Rail Trail converses through the heart of the Pine Creek Valley and the "Grand Canyon of Pennsylvania" through forests, rich farmland and historical villages. The multiuse trail provides numerous benefits to rural communities, and has a direct, significant impact on the local economy, drawing over 120,000 visitors each year. The Pine Creek Rail Trail directly benefits the historic, rural communities along the corridor, including increased businesses and employment, improved public health, and higher property values. The requested funds will extend the Pine Creek Rail Trail to Wellsboro, thereby creating new opportunities to connect visitors to local businesses and amenities.

The Marsh Creek Greenway Project represents an opportunity to strengthen the region's identity, promote healthy living, attract economic development and growth and preserve and protect the natural environment. The Potter-Tioga County Visitors Bureau is pleased to offer its support for Tioga County's grant request. Should you have any questions regarding my support, please do not hesitate to contact me.

Sincerely,

Colleen R. Hanson
Executive Director

By Night and By Day...Explore the Possibilities!



UPMC Susquehanna
Soldiers + Sailors

32-36 Central Avenue
Wellsboro, PA 16901
T 570-723-7764

June 13, 2019

The Honorable Elaine Chao
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

RE: Tioga County Marsh Creek Greenway Project

Dear Secretary Chao:

On behalf of UPMC Susquehanna Soldiers + Sailors, I am pleased to offer my support for Tioga County's funding request through the U.S. Department of Transportation – Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program for the Marsh Creek Greenway Project. The requested funding will extend the Pine Creek Rail Trail into the Borough of Wellsboro, the seat of Tioga County, and provide a direct connection to recreational opportunities for employees and visitors at UPMC Susquehanna Soldiers + Sailors.

UPMC Susquehanna Soldiers + Sailors offers state-of-the-art medical care for the residents of Wellsboro and surrounding communities. In 2016, Susquehanna Health completed a Community Health Needs Assessment of its service area and found more than 30% of the population is obese, which studies have found places individuals at risk for further health issues. By extending the Pine Creek Rail Trail to downtown Wellsboro, residents and visitors will have direct access to low-cost recreational opportunities. Trail users will no longer require an automobile to access the regional trail network. Furthermore, removing pedestrian and bicycle traffic from Route 6 will improve safety for trail users, thereby reducing healthcare costs associated with pedestrian-automobile accidents.

Recognizing the public benefits of the Marsh Creek Greenway Project, UPMC Susquehanna Soldiers + Sailors is pleased to offer its support for Tioga County's BUILD request. Should you have any questions regarding my support, please do not hesitate to contact me at (570) 723-0100. Thank you for your time and consideration.

Sincerely,

Julie M. Hilfiger
President
UPMC Soldiers + Sailors



B/S/S/T AREA AGENCY ON AGING, INC.

Serving Bradford, Sullivan, Susquehanna, and Tioga Counties

220 Main Street, Unit 2, Towanda, PA 18848-1822
1-800-982-4346 • 570-265-6121 • Fax: 570-265-5680

June 21, 2019

The Honorable Elaine Chao
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

RE: Tioga County Marsh Creek Greenway Project

Dear Secretary Chao:

On behalf of the Bradford, Sullivan, Susquehanna and Tioga Counties Area on Aging (B/S/S/T Area on Aging), I would like to express my strong support for Tioga County's funding request through the U.S. Department of Transportation – Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program for the Marsh Creek Greenway Project. Tioga County's BUILD proposal will extend the Pine Creek Rail Trail to the Borough of Wellsboro, where approximately 30% of residents are 65 years or older.

For nearly 40 years, the B/S/S/T Area on Aging has assisted senior citizens in remaining as independent as possible, for as long as possible. Medical and public health advances have made it far more possible for older residents to participate in fitness. Today, walking remains the most popular activity for senior citizens, providing real benefits for maintaining mobility and independence. The Pine Creek Rail Trail has a 2% grade, making it attractive to all ages. Extending the multiuse trail into downtown Wellsboro will provide senior citizens with a direct connection to low-cost recreational opportunities that do not require an automobile. The Marsh Creek Greenway Project will also encourage aging in place as many residents wish to live in communities with convenient access to greenways and trails.

The B/S/S/T Area on Aging supports the Marsh Creek Greenway Project and Tioga County's BUILD funding request. Should you have any questions regarding my support for this project, please do not hesitate to contact me. Thank you for your time and consideration.

Sincerely,

Marlea K. Hoyt
AAA Executive Director

Positively impacting the lives of adults, veterans and disabled across Bradford, Sullivan, Susquehanna and Tioga Counties by advocating and providing a network of resources that result in independence, choice and dignity.



The Honorable Elaine Chao
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

RE: Tioga County Marsh Creek Greenway Project

Dear Secretary Chao:

On behalf of C S Sport, Inc., I am pleased to offer my support for Tioga County's funding request through the United States Department of Transportation – Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program for the Marsh Creek Greenway Project. Tioga County is requesting funds to construct a missing link in the Pine Creek Rail Trail, a key component in the region's alternative transportation network. As the demand for diverse transportation options continues to grow, the Marsh Creek Greenway Project will address the region's infrastructure needs while simultaneously expanding access to new recreational opportunities.

The Pine Creek Rail Trail is a valuable community asset, serving both recreation and transportation purposes. The 62-mile trail currently extends from Jersey Shore Borough, Lycoming County to Wellsboro Junction Tioga, and winds through a vast wilderness landscape of breathtaking beauty. Due to the 2% grade, the Pine Creek Rail Trail is an attractive bicycle route for individuals of all ages. The Marsh Creek Greenway Project will provide critical connections to larger bicycle networks such as the PA Bicycle Route G that connects to the Great Allegheny Passage and New York State Bike Route 17.

C S Sports, Inc. is a full-service bicycle repair and ski shop in downtown Wellsboro. Presently, bicyclists who wish to visit Wellsboro and C S Sports, Inc. from the northern terminus of the Pine Creek Rail Trail must get in their cars or travel on the shoulder of U.S. Route 6, a major thoroughfare with inadequate shoulders, rumble strips, and signage for bicyclists. The Marsh Creek Greenway Project will remove bicycle and pedestrian traffic off U.S. Route 6, thereby improving safety for trail users. Tioga County's funding request will address growing safety and mobility concerns for bicyclists, and C S Sports, Inc. is pleased to offer its support for the Marsh Creek Greenway Project.

Should you have any questions regarding my support, please do not hesitate to contact me. Thank you for your time and consideration.

Sincerely,

Curtis L Schramm, Owner

C S Sports Inc., Wellsboro PA 16901

GROW

Growth Resources of Wellsboro

GROW's mission is to enhance the quality of life in the Wellsboro Area through sustainable economic development.

July 11, 2019

The Honorable Elaine Chao
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

RE: Tioga County Marsh Creek Greenway Project

Dear Secretary Chao:

On behalf of the entire Board of Directors of Growth Resources of Wellsboro Foundation (GROW), we are writing in support of the Better Utilizing Investments to Leverage Development (BUILD) grant application submitted by Tioga County for the Marsh Creek Greenway Project. A successful BUILD grant will bring to fruition years of planning and development to create a connected, safe, and accessible trail link between the nationally-recognized Pine Creek Rail Trail and the Borough of Wellsboro.

GROW is deeply committed to the Marsh Creek Greenway Project, having already invested over \$80,000 in property purchases to ensure the trail will travel safely through the area where GROW owns an active railroad. We know this project will have tremendous benefits to the local economy, provide recreation activities and improve the quality of life experiences for residents and visitors to Tioga County. The connection to the Pine Creek Rail Trail will bring economic growth and reduce the need for visitors to get back in their cars to drive to the trailheads outside of the Borough of Wellsboro. The project is a great opportunity to promote healthy lifestyles and exercise.

Our organization supports and encourages full development of the Marsh Creek Greenway Project for the benefit of the local and regional community and beyond. Should you have any questions regarding my support for this project, please do not hesitate to contact me. Thank you for your time and consideration.

Sincerely,



Ferlin Patrick
Executive Director
Growth Resources of Wellsboro
114 Main St.
Wellsboro, PA 16901

May 24, 2019



Office of the President

Mansfield, PA 16933
(570) 662-4046

The Honorable Elaine Chao
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

RE: Tioga County Marsh Creek Greenway Project

Dear Secretary Chao:

On behalf of Mansfield University of Pennsylvania, I write to offer support for Tioga County's grant application through the U.S. Department of Transportation – Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program for the Marsh Creek Greenway Project.

As a public institution for higher education, Mansfield University appreciates the intrinsic value that greenways and outdoor recreation resources add to community and economic prosperity, and quality of life in our area. This trail has been designed through extensive public participation and sound planning, and is now ready to move forward with trail construction.

The proposed project offers a logical sequence for well-planned greenway development and fills a gap in the Pine Creek Rail Trail. The Marsh Creek Greenway Project is a trail connector which will result in increased tourism and economic activity by linking outdoor recreation with the Borough of Wellsboro, the seat of Tioga County. Most importantly, this project will add valuable connectivity of a nationally-recognized trail with commerce, historic, and revitalized town resources and fulfill goals and objectives identified in county, regional, and Commonwealth planning.

Mansfield University of Pennsylvania supports and encourages the full development of the Marsh Creek Greenway Project for the benefit of the local and regional community and the realization of recreation and conservation goals of the Commonwealth of Pennsylvania and the Northern Tier.

Sincerely,

Peter C. Fackler
Interim President



THE PENN WELLS HOTEL & LODGE

P.O. Box 158, Wellsboro, PA 16901

Hotel: 570-724-2111 Lodge: 570-724-3463 1-800-545-2446 Fax: 570-724-3703/2270 Email: info@pennwells.com www.pennwells.com

June 27, 2019

The Honorable Elaine Chao
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

RE: Tioga County Marsh Creek Greenway Project

Dear Secretary Chao:

On behalf of the Wellsboro Hotel Company, owner and operator of the Penn Wells Hotel and Penn Wells Lodge in Wellsboro, I would like to express my support for Tioga County's funding request through the U.S. Department of Transportation – Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program for the Marsh Creek Greenway Project.

Connecting Wellsboro to the Pine Creek Rail Trail will greatly enhance the number of visitors to our area and enhance their experience in that they will no longer need to transport their bicycles from our parking lot to the trail parking lots or cycle to the trail on roads not intended to be shared with motor vehicles. In addition, the Wellsboro community will have easier access to the recreational opportunities afforded by the existing Pine Creek Rail Trail, as well as the additional stretch of trail to enjoy, which will promote the healthy lifestyle that makes Wellsboro a great place to live, work, and invest in the future of Pennsylvania.

Wellsboro's popularity as a destination for visitors took off in the 1930s with the community's efforts to promote the Pennsylvania Grand Canyon. At our properties, we welcome visitors from all over the state, particularly Philadelphia and its suburbs, the greater Harrisburg area, and the Pittsburgh region, and we have many visitors from New York, Maryland, Ohio, Canada and other areas who visit the State Parks and other natural attractions as they experience this part of Pennsylvania. The expansion of the Pine Creek Rail Trail into Wellsboro will allow new generations of visitors to enjoy the area's natural resources in a healthy living and environmentally sustainable manner. Accordingly, the Wellsboro Hotel Company strongly supports the Marsh Creek Greenway Project. Should you have any questions regarding my support for this project, please do not hesitate to contact me. Thank you for your time and consideration.

Sincerely,

Shawn D. Bryant

Pine Creek Preservation Association

Property owners and concerned citizens dedicated to preserving the natural and rural character of Pine Creek Valley.

P.O. Box 11

Waterville, PA 17776



June 14, 2019

The Honorable Elaine Chao
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

RE: Tioga County Marsh Creek Greenway Project

Dear Secretary Chao:

On behalf of the Pine Creek Preservation Association, I write to convey my support for Tioga County's funding request through the U.S. Department of Transportation – Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program for the Marsh Creek Greenway Project. Tioga County is proposing to construct a missing link in the Pine Creek Rail Trail, a world-renowned, multiuse trail that connects visitors and residents to rural communities and popular tourism destinations along the Pine Creek Valley.

The Pine Creek Preservation Association is a group of property owners and concerned citizens dedicated to preserving the natural and rural character of Pine Creek Valley. Known for its peaceful landscapes, breathtaking vistas, and renowned walking, biking, and fishing opportunities, the Pine Creek Valley contributes to the local economy, outdoor recreation, wildlife habitat, and overall character and livelihood of residents and visitors. The Pine Creek Rail Trail protects the natural areas along the Pine Creek Valley and provides opportunities for the public to learn about the function and value of the region's natural environment. The Marsh Creek Greenway Project will provide opportunities to extend the environmental, social, health and economic benefits of the Pine Creek Rail Trail to the Borough of Wellsboro.

The Pine Creek Preservation Association is pleased to offer its support the Marsh Creek Greenway Project and Tioga County's BUILD grant request. Should you have any questions regarding my support for this project, please do not hesitate to contact me. Thank you for your time and consideration.

Sincerely,

Paul Hoffmaster
Vice-President



Pine Creek Watershed Council
428 Copp Hollow Road
Wellsboro, PA 16901

June 3, 2019

The Honorable Elaine Chao
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

RE: Tioga County Marsh Creek Greenway Project

Dear Secretary Chao:

On behalf of the Pine Creek Watershed Council, I would like to express my support for the Marsh Creek Greenway Project and Tioga County's grant application to the U.S. Department of Transportation – Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program. The Marsh Creek Greenway Project will offer safe and enjoyable recreational opportunities for all natural environment users by creating a sustainable multiuse trail between Pine Creek Rail Trail and the Borough of Wellsboro. The proposed facilities are designed to highlight the region's natural landscape, including the Pine Creek Watershed.

The Pine Creek Watershed lies in the heart of northcentral Pennsylvania, encompassing portions of Potter, Tioga, Lycoming and Clinton counties. Among many highlights, the Pine Creek Rail Trail is an outstanding feature of the Watershed. Previously an abandoned railroad grade, the Pine Creek Rail Trail provides access to the most spectacular natural areas in Pennsylvania. Tioga County's grant request will complete a missing link in the Pine Creek Rail Trail, and provide new opportunities for residents and visitors to enjoy the unique landscapes and natural areas along the Watershed. Strengthening recreational opportunities is important for the regional economically and socially, helping to protect quality of life and a sense of community.

The Pine Creek Watershed Council is pleased to offer its support for the Marsh Creek Greenway Project and Tioga County's BUILD grant request. Should you have any questions regarding my support, please do not hesitate to contact me. Thank you for your time and consideration.

Sincerely,

Jim Weaver, Chair

May 21, 2019

The Honorable Elaine Chao
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

RE: Tioga County Marsh Creek Greenway Project

Dear Secretary Chao:

On behalf of the Tioga County Conservation District, I would like to express my support for the Marsh Creek Greenway Project in the Borough of Wellsboro, Tioga County, Pennsylvania. It is my understanding Tioga County is requesting a Better Utilizing Investments to Leverage Development (BUILD) grant to construct a missing link in the Pine Creek Rail Trail, a 62-mile multiuse trail corridor that plays an integral part in the conservation of our region's natural environment.

Established in 1946, the Tioga County Conservation District provides education and seek opportunities for natural resource conservation including soil, water biodiversity and cultural resources. The Pine Creek Rail Trail provides passive recreational use for the region, but more importantly, encourages public interest in habitat and natural landscapes. By providing a buffer between the built and natural environments, the nationally-recognized trail preserves culturally and historically valuable areas in Tioga County while supporting rural communities and businesses. The Marsh Creek Greenway Project will expand the region's largest multiuse trail corridor while simultaneously integrating high-quality, sustainable practices that save money, conserve resources, and improve the quality of life for residents of Wellsboro and the surrounding communities. In utilizing sustainable practices and preserving the integrity of natural preserves along the site, Tioga County is focused on increasing the trail's accessibility, sustainability, interest, and significance for current and future users.

The Tioga County Conservation District is pleased to offer its support for the Marsh Creek Greenway Project and Tioga County's BUILD grant request. Should you have any questions regarding my support for this project, please do not hesitate to contact me. Thank you for your time and consideration.

Sincerely,



Erica Tomlinson
District Manager



Tioga County Development Corporation

114 Main Street . Wellsboro . Pennsylvania . 16901.1441
570.723.8232 Voice
www.tcdc-pa.com

"This institution is an equal opportunity provider."

Chairman of the Board

Alan J. Quimby

May 30, 2019

First Vice Chairman

Jill R. Nickerson

The Honorable Elaine Chao

U.S. Department of Transportation

Second Vice Chairman

Christopher R. Lantz

1200 New Jersey Avenue, SE

Washington, DC 20590

United States

Treasurer

Ryan Satalin

RE: Tioga County Marsh Creek Greenway Project

Secretary

Kristin E. Hamilton

Dear Secretary Chao:

Immediate Past Chairman

Thomas E. Freeman

On behalf of Tioga County Development Corporation, I am pleased to offer our support for Tioga County's grant application through the U.S. Department of Transportation – Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program for the Marsh Creek Greenway Project. The proposed trail connection will preserve the region's natural landscape and provide important transportation options, as well as attract visitors from near and far.

Board of Directors

Diana L. Barnes

Roger C. Bunn

Peter Fackler

Dr. Brenda Freeman

H. Russell Hastings

Janie M. Hilfiger

Karl Kroeck

Ronald J. Minnick

Leo Parchesky

Andrew S. Rohrer

Sam A. Rotella, Jr.

Deborah L. Sawyer

Trisha Wilkinson

With a mission to foster and promote the economic development of Tioga County, the Tioga County Development Corporation recognizes the value of the Marsh Creek Greenway Project to the local and regional economies. The proposed facilities are key to building strong, economically vital communities along the Pine Creek Rail Trail, including the historic community of Wellsboro. Upon completion, the Marsh Creek Greenway will be a valuable amenities that translates into increased housing values and tax revenue, and improved economic opportunities for local businesses.

Director of Operations

Kristin Hamilton

hamilton@tcdc-pa.org

The Tioga County Development Corporation supports and encourages the full development of the Marsh Creek Greenway Project, and asks for your favorable consideration of Tioga County's BUILD grant request. Should you have any questions regarding my support for this project, please do not hesitate to contact me. Thank you for your time and consideration.

Administrative Assistant

Carolyn E. Conte

conte@tcdc-pa.org

Sincerely,

Kristin Hamilton

Director of Operations



PO Box 812
33 Pearl Street
Wellsboro, PA 16901

Phone: (570) 723-0520
Fax: (570) 723-0522

June 7, 2019

The Honorable Elaine Chao
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

RE: Tioga County Marsh Creek Greenway Project

Dear Secretary Chao:

On behalf of the Tioga County Partnership for Community Health, I write to express my support for the Marsh Creek Greenway Project and Tioga County's grant request to the Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program. The proposed trail connection will generate not just health benefits, a connection to nature, and opportunities for recreation, but real, measurable financial benefits.

The Tioga County Partnership for Community Health is a countywide network of individuals, community leaders, health care providers, human service personnel, business representatives, and government leaders whose mission is to foster strong community relationships to address the physical, social, mental, and environmental health needs of Tioga County, Pennsylvania.

The BUILD proposal directly aligns with the mission of the Tioga County Partnership for Community Health. The proposed facilities will make physical activity interesting, enjoyable, and encourage life-long fitness habits. A new trail link will also eliminate the need for an automobile to access Wellsboro, thereby reducing greenhouse gas emissions and improving air and water quality.

The Pine Creek Rail Trail is a nationally recognized trail connecting visitors to Pennsylvania's most popular outdoor destinations, and the Tioga County Partnership for Community Health is pleased to offer its support for Tioga County's BUILD grant request. Should you have any questions regarding my support, please do not hesitate to contact me. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan L. Sticklin".

Susan L. Sticklin
Executive Director

...to foster strong community relationships to address the physical, social, mental, and environmental health needs of our residents.

Wellsboro Area Chamber of Commerce

P. O. BOX 733 - WELLSBORO, PA 16901

570-724-1926 - FAX 570-724-5084

E-mail: juliev@wellsboropa.com - Website: wellsboropa.com

Home of
Pennsylvania's Grand Canyon

May 22, 2019

The Honorable Elaine Chao
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

RE: Tioga County Marsh Creek Greenway Project

Dear Secretary Chao:

On behalf of the Wellsboro Chamber of Commerce, I am writing in support of Tioga County's funding request through the U.S. Department of Transportation – Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program to support the Marsh Creek Greenway Project. The Project represents an opportunity to expand access to the regional trail network, and historical and cultural sites that are both assets to residents and help promote the tourism economy.

A direct connection between the existing trailhead near the intersection of U.S. Route 6 and PA Route 287 to downtown Wellsboro will facilitate business development and tourism in the Borough of Wellsboro. Trail users will be able to access lodging, dining, and shopping destinations as well as participate in the Wellsboro Chamber of Commerce's popular community events, including the PA State Laurel Festival, Wellsboro Winter Celebration, and the Canyon Sled Dog Challenge. The Chamber of Commerce also provides regular walking tours with guides for visitors to travel 25 destinations in and around Wellsboro.

As the demand for outdoor recreational opportunities is rapidly growing, the Marsh Creek Greenway Project is key to economic opportunity in Wellsboro. The proposed trail link is a free amenity that will showcase the advantages of Wellsboro as a destination for prospective employers and employees to experience and enjoy Wellsboro. Local businesses can cater to trail users, driving local economies through spending on food, beverage, and retail.

The Wellsboro Chamber of Commerce is pleased to offer its support for the Marsh Creek Greenway Project and Tioga County's BUILD grant request. Should you have any questions regarding my support, please do not hesitate to contact me. Thank you for your time and consideration.

Sincerely,



Julie VanNess
Executive Director
Wellsboro Area Chamber of Commerce
Wellsboro Foundation



DISTRICT ADMINISTRATION OFFICE
227 NICHOLS STREET
WELLSBORO, PA 16901
(570) 724-4424
FAX: (570) 724-5103

EVERY CHILD,
EVERY OPPORTUNITY,
EVERY DAY...
STRIVING FOR SUCCESS

June 11, 2019

The Honorable Elaine Chao
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

RE: Tioga County Marsh Creek Greenway Project

Dear Secretary Chao:

On behalf of Wellsboro Area School District, I am pleased to offer my support for Tioga County's funding request through the U.S. Department of Transportation – Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program for the Marsh Creek Greenway Project. Tioga County is seeking BUILD funds to construct an identified missing link in the Pine Creek Rail Trail, a regional trail network that has transformed rural communities across northcentral Pennsylvania in vibrant, economically healthy places that foster healthy living, community identity, and environmental conservation.

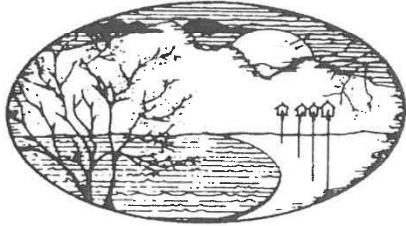
Wellsboro Area School District is a small public school district that serves more than 1,500 students in grades K-12. The Pine Creek Rail Trail provides numerous benefits to local students including hands-on learning opportunities and access to low-cost recreation facilities. With the Pine Creek Rail Trail in close proximity to our local schools, the trail fosters learning through interaction and natural curiosity, while giving students a safe environment to learn. The Marsh Creek Greenway Project will offer a fun recreational option for students, families, and teams to take advantage of the region's natural landscape.

The Wellsboro Area School District strongly supports the Marsh Creek Greenway Project and asks for your favorable consideration of Tioga County's BUILD grant request. Should you have any questions regarding my support for this project, please do not hesitate to contact me. Thank you for your time and consideration.

Sincerely,

Dr. Brenda Freeman
Superintendent

THE WELLSBORO AREA SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY EMPLOYER AND IS IN COMPLIANCE WITH TITLE VI AND TITLE IX.



PETER L. HERRES
DIRECTOR OF PARKS AND RECREATION

DEPARTMENT OF PARKS AND RECREATION
227 Nichols Street
Wellsboro, PA 16901
570-724-0300
Fax: 570-724-5103

June 17, 2019

The Honorable Elaine Chao
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

RE: Tioga County Marsh Creek Greenway Project

Dear Secretary Chao:

On behalf of Wellsboro Parks and Recreation Department, I would like to convey my support for Tioga County's funding request through the U.S. Department of Transportation – Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program to support the Marsh Creek Greenway Project. The proposed multimodal trail connection will link the Pine Creek Rail Trail to the Borough of Wellsboro, a rural community just south of the trailhead that offers visitors with local accommodations, shopping, dining, and retail facilities.

The Marsh Creek Greenway will reduce traffic on our busy streets and highways. Residents and visitors will no longer need to rely on their automobile to drive several miles to access the Pine Creek Rail Trail. The project will improve non-motorized access to recreation areas, and address many of the recommendations identified in the "Enhancement Strategy and Mobility Plan" (2009). The Marsh Creek Greenway Project will also address the "Pennsylvania Wilds Planning Study" (2007) which specifically mentions Wellsboro as a community that will be directly impacted by increased tourism.

On behalf of the residents of the area, the Wellsboro Parks and Recreation Department strongly support the Marsh Creek Greenway Project and ask for your favorable consideration of Tioga County's BUILD grant request. Your support will make this long-standing trail initiative a reality for residents and visitors of our region. Should you have any questions regarding my support, please do not hesitate to contact me. Thank you for your time and consideration.

Sincerely,

Peter L. Herres
Executive Director

A COMMUNITY PARTNERSHIP

BOROUGH OF WELLSBORO · WELLSBORO AREA SCHOOL DISTRICT · UPMC Susquehanna



Borough of Jersey Shore

232 Smith Street
Jersey Shore, PA 17740-0526
Phone: (570) 398-0104
Fax: (570) 398-3041



July 12, 2019

The Honorable Elaine Chao
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

RE: Tioga County Marsh Creek Greenway Project

Dear Secretary Chao:

On behalf of the Borough of Jersey Shore, I would like to convey my support for Tioga County's funding request through the U.S. Department of Transportation – Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program for the Marsh Creek Greenway Project. The proposed facilities will provide new opportunities for recreation, exercise, and alternate transportation across north-central Pennsylvania.

Located in southern Lycoming County, along the West shore of the Susquehanna River, Jersey Shore is a predominately residential community encompassing approximately one mile. The Borough's historic legacy and scenic settings play a significant role in the economic and social activity of the community. The Pine Creek Rail Trail's southern terminus is located along Railroad Street in Jersey Shore, and provides trail users with direct access to the community's retail and commercial businesses and River Valley Transit currently operates a bus stop at the Pine Creek Rail Trail parking lot for trail users to access larger surrounding cities such as Williamsport and Lock Haven. The Pine Creek Rail Trail is a valuable asset to the Borough of Jersey Shore, and adds significant recreational and economic value to the region.

The Borough of Jersey Shore strongly supports the Marsh Creek Greenway Project, and asks for your favorable consideration of Tioga County's funding request. Should you have any questions regarding my support for this project, please do not hesitate to contact me. Thank you for your time and consideration.

Sincerely,

Joseph Hamm, Borough Manager

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

STB Docket No. AB 1320X

**GROWTH RESOURCES OF WELLSBORO FOUNDATION
– ABANDONMENT EXEMPTION –
IN TIOGA COUNTY, PENNSYLVANIA**

STB Docket No. AB 1325X

**WELLSBORO & CORNING RAILROAD, LLC
– DISCONTINUANCE OF LEASE AND OPERATION AUTHORITY –
IN TIOGA COUNTY, PENNSYLVANIA**

JOINTLY FILED VERIFIED NOTICE OF EXEMPTION

EXHIBIT F

**SALES AGREEMENT – GROW AND TIOGA COUNTY
BOARD OF COMMISSIONERS**

COMMERCIAL AGREEMENT OF SALE

This Commercial Agreement of Sale (this "Agreement"), dated **April 6, 2022**, is between: Growth Resources of Wellsboro Foundation, a Pennsylvania non-profit (hereinafter referred to as "Seller") and the County of Tioga, Pennsylvania (hereinafter referred to as "Buyer").

1. Final Approval by Tioga County Board of Commissioners. It is expressly understood and agreed by the parties that notwithstanding anything in this Agreement to the contrary, upon execution of this Agreement by Buyer, such signature constitutes merely preliminary approval of this Agreement, and that this Agreement does not constitute a final, binding and legally enforceable agreement against Buyer unless and until it is approved by the Tioga County Board of Commissioners after satisfactory completion of all municipal requirements at a duly called and constituted meeting, presently scheduled to occur on July 12, 2022, after expiration of the Due Diligence Period herein, at which point the Commissioners shall provide final written approval of this Agreement as provided herein. Unless and until this Agreement is approved by the Commissioners as aforesaid, the County shall have no obligation to purchase the Property as defined herein and may terminate this Agreement at will.
2. Termination by Seller. Notwithstanding anything in this Agreement to the contrary, Seller shall have the absolute and unconditional right to terminate this Agreement for any reason whatsoever within forty-five (45) days of complete execution of this Agreement, by delivering written notice to Buyer of such termination.
3. Property. Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase all that certain lot or piece of ground situate in Tioga County, Pennsylvania, and being more particularly described as Parcel Nos. #04-05.00-110, Parcel # 39-01.00-109 and approximately 5.8 acres of Parcel # 09-02.00-081, as more particularly described on **Exhibit "A"** which is attached hereto and made a part hereof by reference, together with all appurtenant rights, easements, improvements and fixtures now or hereafter located thereon (collectively, the "Property"). It is understood and agreed that Parcel # 09-02.00-081 may require a recorded lot line revision and survey prior to closing.
4. Purchase Price and Initial Deposit. The purchase price for the Property shall be Forty-One Thousand Dollars (\$41,000.00) (the "Purchase Price"). The Buyer will place into escrow the sum of One Thousand Dollars (\$1,000) (the "Initial Deposit") upon final approval by the Commissioners of Tioga County as described herein unless Buyer elects to terminate this Agreement as provided herein.
5. Appraisal and Financing Contingencies.
 - a. Seller understands and agrees that in accordance with Tioga County municipal requirements, the Purchase Price must be supported by an appraisal of the Property which is valued equal to or in excess of the Purchase Price. If for any

reason a qualified appraisal is not obtained by the Buyer, or if the appraiser giving such valuation of the Property rescinds or modifies his/her appraisal such that the Property is not appraised at a value equal to or in excess of the Purchase Price, the Buyer reserves the right to terminate this Agreement upon written notice to the Seller, with any money or other deposits of the Buyer returned to Buyer.

- b. It is understood and agreed that Buyer will be applying for a Pennsylvania Department of Conservation & Natural Resources (“DCNR”) C2P2 Grant or other qualified State or Federal trail grant subsidy (hereinafter a “Grant”) which is intended by Buyer to finance such amounts of the Purchase Price hereunder as the Buyer deems satisfactory in its sole discretion. If for any reason Buyer no longer qualifies for, is rejected for, or is denied financing for a Grant which will fund the purchase of the Property and/or satisfactory acquisition costs hereunder, the Buyer reserves the right to terminate this Agreement by written notice to the Seller, with any money or other deposits of the Buyer returned to Buyer. Buyer reserves the sole and absolute discretion to determine whether the terms of any such Grant are acceptable to Buyer.
6. Date and Place of the Closing. Settlement of the sale and purchase of the Property (the “Closing”) shall be on or before July 29, 2022 (the “Closing Date”). The Closing shall be held at such time and location as mutually agreed to by the parties or if the parties are unable to agree, at such location as designated by the Buyer.
7. Warranty Deed. Conveyance of the Property from Seller will be by fee simple deed of special warranty; provided, however, that if Seller is unable to convey fee simple title by deed of special warranty that is insurable at regular rates without exceptions that the Buyer determines are unsatisfactory in the Buyer’s sole and exclusive discretion, the Buyer may elect, in its sole and absolute discretion, to accept title by quitclaim deed. If a special warranty deed cannot be issued as aforesaid and a quitclaim deed is unsatisfactory to Buyer in its sole and absolute discretion, Buyer shall have the right to terminate this Agreement upon written notice to Seller, with any money or other deposits of the Buyer returned to Buyer.
8. Realty Transfer Taxes. It is understood and agreed that the deed conveying the Property herein shall be in lieu of condemnation by the Buyer and that consequently, payment of realty transfer taxes is exempt pursuant to 61 Pa. Code § 91.193(b)(1)(i). The Buyer will, prior to Closing, issue an appropriate statute, ordinance, resolution, plan or order for the condemnation, appropriation or acquisition of the Property prior to Closing in order to facilitate this tax exemption, as provided in 61 Pa. Code § 91.193(b)(1)(i).
9. Allocation and Proration of Taxes and Assessments.
 - a. If Seller has paid or is obligated to pay any non-delinquent taxes or assessments due and owing at time of the Closing, non-delinquent taxes and assessments (if

any) will be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable, together with any other lienable municipal service. The charges are to be pro-rated for the periods covered. Seller will reimburse Buyer up to and including the Closing Date. The amounts as computed shall be adjusted when the final tax assessment and tax rates are determined.

- b. If the calculation of an item listed in any of the subsections above shall prove to be incorrect or either party discovers an item which should have been included in the adjustments but which was omitted therefrom, the party in whose favor the error or omission was made shall pay or credit the sum necessary to correct such error or omission to the other party promptly following receipt of proof of such error or omission from such other party.
- 10. Possession. Possession is to be delivered by deed and physical possession to the Property free of man-made obstructions or hazards created by Seller, clear of any litter, rubbish or debris caused or created by Seller, at the time and day of the Closing.
 - 11. Zoning Classification. [Intentionally Omitted]
 - 12. Utilities. [Intentionally Omitted]
 - 13. Seller's Provision of Property Information to Buyer. Seller shall promptly upon execution of this Agreement provide Buyer with all information and supporting documentation within its possession or control regarding:
 - a. All knowledge of structural alterations or earth movements upon the Property;
 - b. All information regarding bridges situate upon the Property, including but not limited to, studies, drawings, schematics, blueprints, designs, reports, or evaluations;
 - c. All environmental matters known to Seller, including but not limited to the presence or potential presence of hazardous materials and any materials for which Buyer could become liable under State or Federal law.
 - d. All knowledge of subsidence, sinkholes, mine drainage, abandoned mines, or any other earth condition affecting the stability of the land or safety of persons traversing upon it.
 - e. Names, addresses and telephone numbers of any contractors who worked on any material portion of the Property for Seller.
 - f. Names, addresses and telephone numbers of any maintenance personnel who regularly work on or in the Property for Seller.

- g. Any Property operating expenses, including but not limited to security, cleaning, and grounds keeping.
- h. Any other information reasonably requested by Seller which could affect the Seller's use of the Property as a public railway.

14. Inspections Contingency.

- a. Buyer, at its own expense, shall have the right until July 1, 2022 (the "Due Diligence Period") to have the Property and any and all parts of the Property inspected or reviewed by inspectors, engineers, architects, attorneys, accountants, contractors, electricians, surveyors, appraisers, itself and others of its choosing. Such inspections or reviews may be for any purpose deemed appropriate such as, but not limited to, obtaining information regarding: the structural integrity of the land or bridges; the sufficiency of the Property for Buyer's intended use as a public railway; environmental matters; zoning and governmental restrictions; termite, pest, or insect infestation or damage; flood plain verification; the existence and extent of electromagnetic fields or microwave emissions; water penetration; property boundary confirmation; square foot verification; the risk of application of historic preservation regulations or other land use restrictions; title encumbrances and restrictions; State or Federal Government approvals or permits required; whether the Property and Buyer's intended use of the Property conform to all applicable ordinances and other applicable rules, regulations, and laws; the dimensions and boundaries of the Property, location of improvements and other survey matters; whether all utilities are available and are of sufficient capacity for Buyer's desired use of the Property; whether all permits, licenses, and approvals which are required for the desired use of the Property may be obtained from applicable authorities; and any other items or matters that Buyer may select. Seller shall ensure unimpeded access for such inspections. Seller shall also permit Buyer and its representatives and inspectors to interview persons who have knowledge of the Property, such as but not necessarily limited to maintenance personnel, for the purpose of obtaining knowledge of the Property.
- b. If after the expiration of the Due Diligence Period Buyer is dissatisfied with the condition of the Property or any matter related to the Property, then Buyer may terminate this Agreement until and including at the County Commissioner meeting currently scheduled on July 12, 2022, or, if rescheduled, cancelled or postponed, until such time as the County Commissioners hold such meeting in July, 2022. In the event Buyer timely elects to so terminate this Agreement, this Agreement will be null and void, and all money or other deposits delivered to or on behalf of Seller shall be returned within five (5) days thereof.

- ~~15.~~ Bulk Sales. If requested by the Buyer in writing on or before Closing, the Seller shall, promptly upon written request of the Buyer, provide all notices to, and obtain all consents and clearances from, the Pennsylvania Department of Revenue, any other government or taxing authority and any creditors pursuant to any bulk sales or similar laws that may be applicable to the transactions contemplated by this Agreement. Seller shall and hereby agrees to indemnify Buyer for any damages suffered by Buyer as a result of Seller's failure to pay any tax attributable to periods ending on or before the Closing.
16. Representations of Seller. Seller hereby warrants and represents that the following are true on the date of this Agreement and will be true as of the Closing Date:
- a. Seller has good, absolute, and marketable title to the Property, subject to no lease, mortgage, pledge, lien, charge, or security interest, whatsoever that will not be discharged prior or at the time of the Closing, or any encumbrance or restriction.
 - b. The execution and performance of this Agreement and the documents necessary to close have been and will be duly authorized by all prerequisite proceedings by Seller, and, when so delivered, constitute a legal and binding obligation. There is no agreement between Seller and any other party for the sale of any portion of the Property, and Seller is not bound by or subject to any contractual or other obligation that would be violated by Seller's execution or performance of this Agreement.
 - c. Seller is a non-profit corporation duly organized and in good standing under the laws of Commonwealth of Pennsylvania.
 - d. Execution and delivery of this Agreement and consummation of the transactions contemplated hereby do not conflict with or result in a breach of any of the terms, provisions, or conditions of any statute, regulation, or court or administrative order, Seller's organizational documents, by-laws or the like, or any agreement, lease, or other agreement or instrument to which Seller is party, or by which it is bound, nor does the execution of this Agreement and consummation of the transaction contemplated hereby constitute a default thereunder.
 - e. Seller shall not sell, dispose of, transfer or encumber any part of the Property after the execution of this Agreement.
 - f. There are no adverse or other parties in possession of the Property or any part thereof and no party has been granted any license, lease or other right or interest relating to the use or possession of the Property, or any part thereof.
 - g. Seller and the Property are not in violation of any applicable statute, law, ordinance, decree, order, rule, regulation of any governmental body, nor is Seller in default of, any provision of any promissory note, indenture or any evidence of

indebtedness or security therefor, lease, contract, purchase or other commitment or any other agreement to which Seller is a party or by which Seller is bound which may result in any adverse effect on the Property or the transactions contemplated by this Agreement.

- h. The operations and activities of Seller conducted on the Property complies in all material respects with all applicable federal, state and local laws, including, without limitation, health and safety statutes and regulations.
- i. There is no suit, claim, action or proceedings now pending or threatened before any court, administrative or regulatory body, or any governmental agency, nor is Seller aware of any grounds therefor, to which Seller is a party or which may result in any judgment, order, decree, liability or other determination which will, or could have any material adverse effect upon the Property or the transactions contemplated by this Agreement, and no such judgment, order or decree has been entered against Seller nor any such liability incurred which has, or could have, such effect.
- j. Seller has obtained all material permits that are required under federal, state and local laws for the ownership, use and operation of the Property and all such permits are in effect.
- k. No public improvement or assessments have been made against the Property which remain unpaid and no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, building, safety or fire ordinances which remain uncorrected, and that Seller knows of no condition that would constitute violation of any such ordinances which remains uncorrected nor of other potential notices (including violations) and assessments.
- l. All information provided to Buyer is true, complete and accurate. No warranty or representation by Seller, nor any information in any certificate, exhibit, schedule or other document furnished or to be furnished by Seller, contains or will contain any untrue statement of a material fact or omits or will fail to state a material fact or omits or will fail to state a material fact necessary to make the statements contained therein not misleading.
- m. Environmental Representations.
 - i. For the purposes of this Agreement, the following terms shall be defined as follows:
 - (1) "Cleanup" means all actions required to: (1) cleanup, remove, treat or remediate Hazardous Substances, Oils, Pollutants or

Contaminants (as hereinafter defined) in the indoor or outdoor environment; (2) prevent the Release (as hereinafter defined) of Hazardous Substances, Oils, Pollutants or Contaminants; (3) perform pre-remedial studies and investigations and post-remedial monitoring and care; or (4) respond to any government requests for information or documents in any way relating to cleanup, removal, treatment or remediation or potential cleanup of Hazardous Substances, Oils, Pollutants or Contaminants in the indoor or outdoor environment.

- (2) “Environmental Laws” means all foreign, federal, state and local laws, regulations, rules and ordinances relating to pollution or protection of the environment, including without limitation the Comprehensive Environmental Response Compensation and Liability Act (“CERCLA”) and the Resource Conservation and Recovery Act (“RCRA”), laws relating to Releases or threatened Releases of Hazardous Substances, Oils, Pollutants or Contaminants into the indoor or outdoor environment and all laws and regulations with regard to record keeping, notification, disclosure and reporting requirements respecting Hazardous Substances, Oils, Pollutants or Contaminants.
- (3) “Environmental Liabilities and Costs” means all liabilities, obligations, responsibilities, obligations to conduct Cleanup, losses, damages, deficiencies, punitive damages, consequential damages, treble damages, costs and expenses fines, penalties, restitution and monetary sanctions, interest, direct or indirect, known or unknown, absolute or contingent, past, present or future, resulting from any claim or demand, by any Person, whether based in contract, tort, implied or express warranty, strict liability, joint and several liability, criminal or civil statute, including any Environmental Law, or arising from environmental, health or safety conditions, the Release or threatened Release of Hazardous Substances, Oils, Pollutants or Contaminants into the environment, as a result of past or present ownership, leasing or operation of any properties, owned, leased or operated by Seller, including, without limitation, any of the foregoing incurred in connection with the conduct of any Cleanup.
- (4) “Environmental Reports” means all environmental reports or environmental data compilation that refers or relates to the Property, and all copies of any correspondence to or from Seller and the Environmental Protection Agency, the Pennsylvania Department of Environmental Protection, or any third party that

refers or relates to the environmental condition of the Property.

- (5) “Hazardous Substances, Oils, Pollutants or Contaminants” means all substances defined as such in the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. §300.5, to the extent such substances have been designated, listed or identified or with respect to which the Environmental Protection Administration Administrator has taken action pursuant to Section 7 of the Toxic Substances Control Act, or defined as such by, or regulated as such under, any Environmental Law, in each case as of the date hereof.
 - (6) “Release” means, when used as a noun, any release, spill, emission, discharge, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment or into or out of the Property, including the movement of Hazardous Substances, Oils, Pollutants or Contaminants through or in the air, soil, surface water, groundwater or property and, when used as a verb, the occurrence of any of the above.
 - ii. Except as expressly provided in subsection (iii) below, Seller makes no representations or warranties whatsoever regarding the Property’s compliance with Federal or State environmental rules, regulations, statutes, ordinances and/or orders.
 - iii. Seller has not received nor has any actual knowledge of any notice or order from any governmental agency or private or public entity advising it that it is responsible for or potentially responsible for Cleanup or paying for the cost of Cleanup of any Hazardous Substances, Oils, Pollutants or Contaminants or any other waste or substance.
17. Representations to Survive the Closing. All of the warranties and representations contained herein, including all statements contained in any exhibit or certificate or other instrument delivered by or on behalf of Seller to Buyer pursuant to this Agreement or in connection with the transactions contemplated by it are a material part of the consideration for the sale of the Property and the inducement for Buyer to buy the Property, and the same shall survive the Closing for a period of four (4) years and shall not be merged into the deed.
18. No Assumption of Liabilities. Buyer is assuming no liabilities of Seller, whether related to the Property or otherwise. Seller as promptly as practicable after the Closing shall satisfy in full all of its debts, liabilities, and obligations associated with the Property.

19. Notices and Assessments.

- a. Seller will pay any municipal claim for improvements, assessments or otherwise against the Property if the ordinance or resolution authorizing the work or improvement is adopted prior to the date of the Closing. Seller shall not be responsible for payment of any municipal claim against the Property if the ordinance or resolution authorizing the work or improvement is adopted on or after the date of the Closing.
- b. Seller will deliver to Buyer within one day of Seller's receipt of the same, but in all events prior to the Closing Date, any notice of any uncorrected violation of laws or ordinances.

20. Title, Title Contingency and Costs.

- a. The Property is to be conveyed free and clear of all liens, encumbrances, and easements, excepting however the following: existing deed restrictions, easements of roads, easements of record, privileges or rights of public service companies, and prior grants, reservations or leases of coal, oil, gas, timber and/or other mineral rights as shown by instruments of record so long as the same are acceptable to Buyer in Buyer's sole discretion; further provided that any such exceptions may not inhibit the Property from being used in Buyer's sole discretion as a public trailway; otherwise the title to the Property will be good and marketable and such as will be insured by a reputable title insurance company at the regular rates.
- b. Any survey or surveys which may be required by the reputable title insurance company or such title insurance company's agent issuing title insurance in connection with Buyer's purchase of the Property (individually or collectively, the "Title Company") for the preparation of an adequate legal description of the Property (or the correction thereof), will be secured and paid for by Buyer. Any survey or surveys desired by Buyer will be secured and paid for by Buyer.
- c. Buyer will pay for the following: (1) title search and title insurance; (2) appraisal fees and charges paid in advance, if any; and (3) Buyer's customary settlement costs.
- d. Buyer's obligations hereunder are contingent upon Buyer receiving from the Title Company at Buyer's expense, a commitment in a form acceptable to Buyer and its counsel for an owner's policy of title insurance at standard rates, and in an amount not less than the value of the Property, insuring title thereto to be good and marketable, free and clear of all encumbrances and restrictions except as otherwise permitted hereunder, which insurance shall include coverage for all appurtenant easements and servitudes, and contain zoning, contiguity, access,

encroachment or comprehensive endorsements, or such other endorsements as Buyer shall reasonably deem necessary. Without limiting the generality of the foregoing, Seller shall at the Closing deliver to the title insurance company issuing said policy a seller affidavit and such other affidavits and/or indemnity agreements as Title Company may reasonably require to omit from the policy any exception for encumbrances and restrictions.

- e. Buyer shall have received delivery of such other instruments and documents as may reasonably be required by Buyer, or which may be required by the Title Company to consummate the transactions herein contemplated.
21. Indemnification. Seller shall defend, indemnify and hold Buyer harmless from and against any loss, cost, damage and expense, including judgments and reasonable attorneys' fees, which may be suffered or incurred by Buyer by reason of: (i) any third party claims for breach of contract (including, without limitation, any Leases) incurred or attributable to the ownership or operation of the Property prior to the Closing; (ii) any third party claim for tort liability incurred or attributable to the ownership or operation of the Property prior to the Closing; and/or (iii) any claim to fees or commissions associated with the sale of the Property by any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the sale contemplated herein. The foregoing indemnification shall apply regardless of whether the claim, cause of action or suit is asserted or filed before or after the Closing and shall survive the Closing.
22. Conditions Precedent.
- a. Buyer's obligations under this Agreement are subject to the satisfaction of the following conditions precedent which may be waived in whole or in part by Buyer (excepting final approval by the Commissioners as stated below):
 - i. Final approval of this Agreement by the Tioga County Commissioners as provided in Section 1 of this Agreement (non-waivable);
 - ii. Performance in all material respects of the obligations and covenants of, and deliveries required of, Seller under this Agreement.
 - iii. Subject to the other provisions of this Agreement, all of Seller's representations and warranties made in this Agreement shall be true and correct in all material respects as of the Closing Date as if then made, other than those representations or warranties made as of a specific date, or with reference to previously dated materials, in which event such representations and warranties shall be true and correct in all material respects as of the date thereof or as of the date of such materials, as applicable.

- iv. At Closing, Seller shall deliver to the Title Company counterparts of each of the following documents, each executed by Seller (and notarized if required) and in form and substance reasonably acceptable to the Title Company:
 - (1) The customary form of special warranty deed duly executed by Seller, notarized and in recordable form;
 - (2) A customary affidavit of title (addressing, among other things, the status of mechanics' liens and parties in possession);
 - (3) A closing statement showing the applicable closing adjustments;
 - (4) Foreign Investment in Real Property Tax Act of 1980 affidavit;
 - (5) A good standing certificate for Seller from the state of its formation (or equivalent), and an executed consent and resolution of the Seller authorizing the sale of the Property in accordance with this Agreement and an executed incumbency certificate (or equivalent) of Seller;
 - (6) All realty transfer tax forms and any other filings, forms or documents required in order to record the deed;
 - (7) A payoff letter or release with respect to any mortgages or similar encumbrances on the Property;
 - (8) An executed certificate stating that all of Seller's representations and warranties contained herein are true and correct in all material respects as of the Closing; and
 - (9) Such other customary documents as Buyer or the Title Company may reasonably request.
- b. Seller's obligations under this Agreement are subject to satisfaction of the following conditions precedent which may be waived in whole or in part by Seller:
 - i. Buyer shall have paid or tendered payment of the Purchase Price pursuant to the terms hereof;
 - ii. At Closing, Buyer shall deliver to the Title Company counterparts of each of the following documents, each executed by Buyer (and notarized if

required):

- (1) A closing statement showing the applicable closing adjustments; and
- (2) Such other customary documents as Seller or the Title Company may reasonably request.

23. Default.

- a. In the event of a default by Buyer, Seller is limited to retaining the Initial Deposit paid by Buyer as liquidated damages, and Buyer and Seller will be released from further liability or obligation and this Agreement will be null and void. It is hereby agreed that, without resale, Seller's damages will be difficult of ascertainment and that the Initial Deposit deposit constitutes a reasonable liquidation thereof and not a penalty.
- b. In the event of a default by Seller, Buyer may elect to either:
 - i. Waive any claim for loss of bargain, in which event Seller hereby agrees to repay to Buyer the Initial Deposit and all monies paid on account; or
 - ii. Proceed with either or both of the following remedies:
 - (1) An action for specific performance;
 - (2) An action at law for damages including loss of bargain;

Provided, however, that no such election of the remedies under subsections (b)(ii)(1) and/or (2) shall be final or exclusive until full satisfaction shall have been received. In the event that Buyer commences a legal action to enforce the terms of this Agreement and substantially prevails it shall be entitled to reimbursement from the Seller for its costs of litigation, including reasonable attorneys' fees.

24. Delivery of Initial Deposit after Termination or Default. In the event either Seller or Buyer become entitled to the Initial Deposit upon cancellation or termination of this Agreement and/or as a result of a breach of this Agreement in accordance with its terms, Buyer and Seller covenant and agree to deliver a letter of instruction to the holder of the Initial Deposit directing said holder to promptly deliver the Initial Deposit to the party entitled thereto. In the event either party hereto fails or refuses to sign or deliver such an instruction letter when the other party is entitled to disbursement of the Initial Deposit, such party shall pay, upon the final order of a court with appropriate jurisdiction, all reasonable attorneys' fees incurred by the party so entitled to the Initial Deposit in

connection with the recovery thereof.

25. Cumulative Remedies. Except as otherwise provided, the remedies afforded in this Agreement are cumulative to each other and to all other remedies provided by law.
26. Coal Notice. THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SERVICE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 894.) "Buyer acknowledges that it may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by private contract with the owners of the economic interests in the coal. This acknowledgment is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which will contain the aforesaid provision.
27. Maintenance and Risk of Loss.
 - a. Seller will maintain the Property specified herein in its present condition.
 - b. Seller shall bear risk of loss from fire or other causes until time of the Closing.
28. Condemnation. Except for any matters initiated or advised by Buyer prior to this Agreement, Seller has no knowledge of any current or pending condemnation or eminent domain proceedings that would affect the Property. If any portion of the Property should be subject to previously undisclosed condemnation or eminent domain proceedings after the signing of this Agreement, Seller shall immediately advise Buyer in writing of such proceedings. Buyer shall have the option of terminating this Agreement by providing written notice to Seller within fifteen (15) days after Buyer receives said notice from Seller, in which case Seller shall return to Buyer all money paid on account of the Purchase Price by Buyer.
29. Sewage Facility. The Pennsylvania Sewage Facilities Act of January 24, 1966, No. 537 P.L. 1535, as amended, requires that there be a statement regarding the availability of a community sewage system. Seller does not make any representations or warranties that a community sewage system exists or is available, and Buyer is not relying upon any such representations or warranties.
30. Binding on Successors. This Agreement and all of its terms and conditions shall extend

to and be binding upon the parties hereto and upon their respective successors and assigns.

31. Assignment. The parties shall not assign any of their respective rights or obligations hereunder.
32. Choice of Law. This Agreement shall be construed, interpreted and enforced with the laws of the Commonwealth of Pennsylvania; provided, however, that if conflict or choice of law rules would choose the law of another state, the parties waive such rules and agree that Pennsylvania substantive, procedural and constitutional law shall nonetheless govern.
33. Gender. All personal pronouns used in this Agreement shall include the other genders whether used in the masculine or feminine or neuter gender, and the singular shall include the plural and vice versa whenever and as often as may be appropriate.
34. Further Instruments and Actions. Each party shall deliver any further instruments and take any further action that may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.
35. Notice. All notice requirements under the provisions of this Agreement or by application of statutory or common law will be addressed to the appropriate party, at the address, telefax number, and/or email address listed below:

If to Seller: Growth Resources of Wellsboro Foundation
P.O. Box 502
114 Main Street
Wellsboro, PA 16901

with a copy to: Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street
P.O. Box 878
Wellsboro, PA 16901
(570) 723-1451
BSD@owlettlewis.com

If to Buyer: Marc Rice, Assistant Chief Clerk/Risk Manager
Tioga County Courthouse
118 Main Street, Wellsboro, PA 16901
Phone: (570) 723-8207
Email: mrice@tiogacountypa.us

with a copy to: Adam T. Petrun, Esq.

Cafardi Ferguson Wyrick Weis + Gabriel, LLC
2605 Nicholson Road, Suite 2201
Sewickley, PA 15143
Phone: (412) 515-8900
Email: apetrun@cfwwg.com

36. Merger of Prior Agreements and Representations. This Agreement constitutes the entire agreement between the parties hereto with respect to the Property, and it is understood and agreed that all undertakings and agreements theretofore made between Buyer and Seller are merged herein. No representation, promise or inducement not included herein shall be binding upon any party hereto.
37. Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. An electronic transmission of a party's signature shall be considered an original of said signature.
38. Exclusivity. Seller acknowledges that it intends to convey the Property to Buyer and until Buyer terminates this Agreement, if ever, Seller shall not market the Property or negotiate with any other party.
39. Business Day. If the day on which any act, matter or thing is to be done under or pursuant to this Agreement is not a "Business Day" (as hereinafter defined), that act, matter or thing must be done on the next succeeding Business Day. The terms "Business Day" shall mean any day other than a weekend or holiday, or any day during which bank or similar financial institutions in Pittsburgh, Pennsylvania are open to the public for regular conduct of business.
40. Construction. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.
41. No Oral Modifications. This Agreement cannot be changed or terminated orally or in any manner other than by a written agreement executed by both parties.
42. Partial Invalidity or Unenforceability. In the event that a court of competent jurisdiction shall determine that any provision of this Agreement is invalid or unenforceable under applicable law, then this Agreement shall be deemed modified by the court as is minimally necessary to render such provision, as so amended, not invalid or unenforceable under applicable law. The parties agree to be bound by the court's modification except that the parties may appeal the court's ruling on any issue to the appropriate appellate court or courts.
43. Knowledge of Parties. Where any warranty or representation contained in this

Agreement is expressly qualified by reference to the best knowledge of the party making such warranty or representation, or similar language, such party hereby confirms that it has made due and diligent inquiry as to the matters that are the subject of such warranty or representation.

44. Headings. The headings of the various sections used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.
45. Waiver of Breach. No failure to enforce a breach of this Agreement shall constitute a waiver of any other or subsequent breach.

IN WITNESS WHEREOF, Seller and Buyer have executed and signed this Agreement.

SELLER:

Growth Resources of Wellsboro Foundation

By: Thomas L. Rudy, Jr. {SEAL}
Thomas L. Rudy, Jr., President

Date: 4/6/22

BUYER:

County of Tioga, Pennsylvania

By: Roger L. Bunn {SEAL}

Date: 4/6/2022

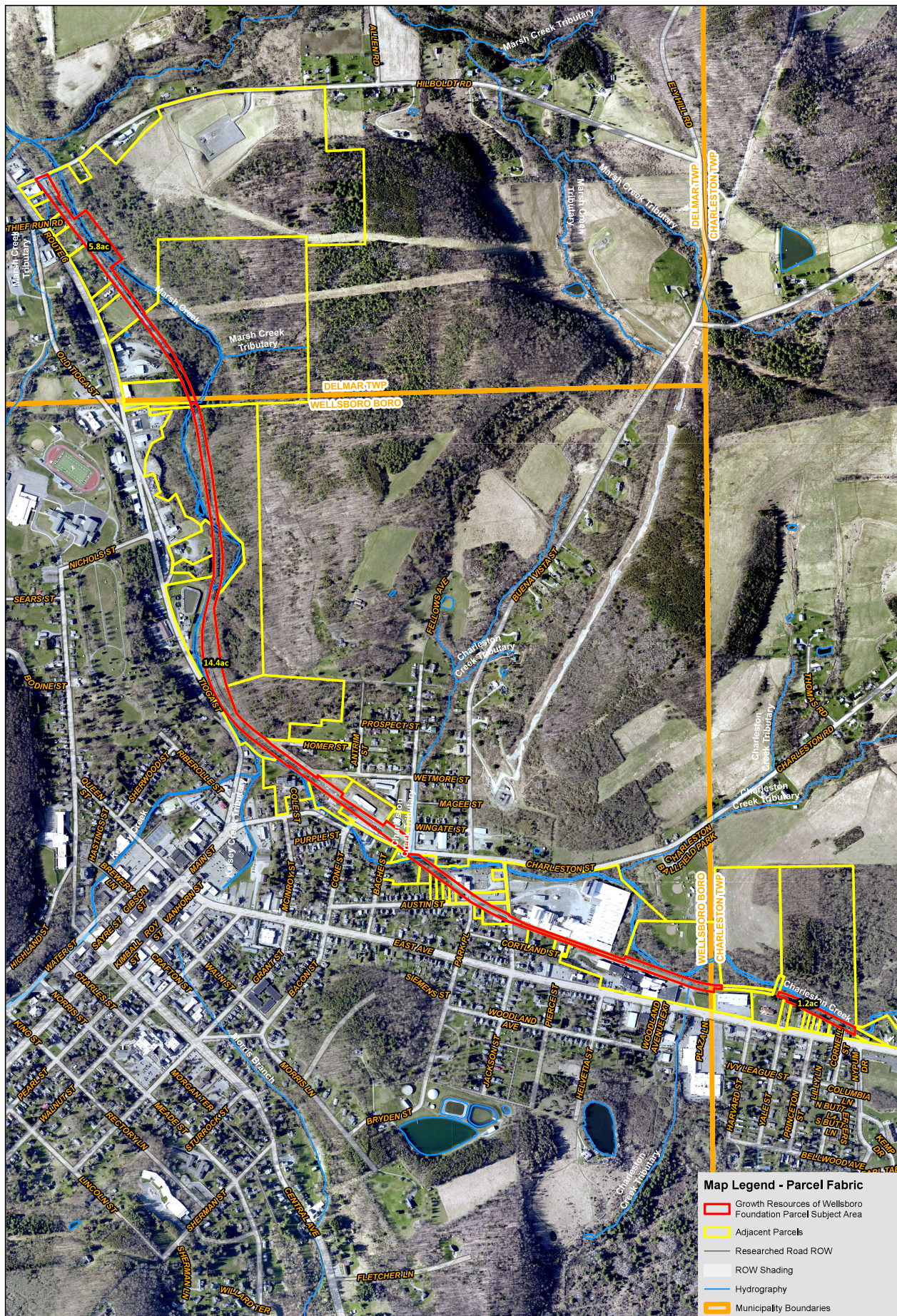
(SUBJECT TO FINAL APPROVAL BELOW
BY THE BOARD OF COMMISSIONERS OF
THE COUNTY OF TIOGA AS SPECIFIED IN
PARAGRAPH 1 HEREOF)

FINAL APPROVAL:

County of Tioga, Pennsylvania

By: _____ {SEAL}

Date: _____



FIRST ADDENDUM TO COMMERCIAL AGREEMENT OF SALE

This First Addendum to Commercial Agreement of Sale (this "First Addendum") is between Growth Resources of Wellsboro Foundation, a Pennsylvania non-profit (hereinafter referred to as "Seller") and the County of Tioga, Pennsylvania (hereinafter referred to as "Buyer"):

WHEREAS, the parties executed a Commercial Agreement of Sale dated April 6, 2022 (the "Agreement") for the purchase and sale of certain real property located in Tioga County, Pennsylvania;

WHEREAS, the parties wish to amend the purchase price of the real estate being acquired under the Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference and made part hereof, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties have agreed as follows:

1. Preservation of Agreement. All terms and conditions of the Agreement are incorporated by reference herein except to the extent expressly set forth herein. Except as expressly set forth in this Addendum and any other Addendum executed by the parties, the terms and conditions of the Agreement remains in full force and effect and are unchanged.
2. Purchase Price. The Purchase Price for the Property as stated in the Agreement is hereby amended to be One Million Dollars (\$1,000,000).
3. No Other Agreements. There are no other promises, undertakings, supplements, addenda or other agreements between the parties concerning the subject matter

hereof except as expressed in the Agreement, this Addendum, and any other

Addendum executed by the parties, and any attachments or exhibits thereto.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have set their hand and seal as of the date below written.

Growth Resources of Wellsboro Foundation

County of Tioga, Pennsylvania

By: Kian Paul, Pres.

By: Erin D. Girdle

Dated: 5/20/22

Dated: 5/20/22

SECOND ADDENDUM TO COMMERCIAL AGREEMENT OF SALE

This Second Addendum to Commercial Agreement of Sale (this “Addendum”) is between Growth Resources of Wellsboro Foundation, a Pennsylvania non-profit (hereinafter referred to as “Seller”) and the County of Tioga, Pennsylvania (hereinafter referred to as “Buyer”):

WHEREAS, the parties executed a Commercial Agreement of Sale dated April 6, 2022 (the “Agreement”) for the purchase and sale of certain real property located in Tioga County, Pennsylvania;

WHEREAS, the parties entered into and executed a First Addendum to the Agreement (“First Addendum”) to increase the Purchase Price to One Million Dollars (\$1,000,000); and

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference and made part hereof, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties have agreed as follows:

1. Preservation of Agreement. All terms and conditions of the Agreement are incorporated by reference herein except to the extent expressly set forth herein. Except as expressly set forth in this Addendum and the First Addendum, the terms and conditions of the Agreement remains in full force and effect and are unchanged.
2. Additional Property Interests. It is understood and agreed between the parties that:
 - A. For and in consideration of up to an additional Five Hundred Thousand Dollars (\$500,000.00), which amount is over and above the \$1,000,000.00

set forth in the First Addendum, Seller hereby agrees to sell to Buyer the portion of Seller's real property between Mile Post 1.520 and Mile Post 0.624 (hereinafter "Additional Property Area") having Parcel Number 09-02.00-081 as indicated in the attached Plan for Abandonment of Railroad (which is incorporated by reference), subject to the following conditions:

- (1) Buyer will obtain an appraisal concerning the Additional Property Area, which the Seller agrees to reasonably participate in;
- (2) The price for such Additional Property Area shall be equal to the appraised value, not to exceed \$500,000 but not to be less than \$300,000 under any circumstances. It is understood and agreed that under all circumstances, the purchase price must be supported by a competent appraisal in accordance with County procurement procedures. If the Additional Property Area fails to be supported by a competent appraisal within the range of \$300,000-\$500,000 as stated herein, the buyer shall be under no obligation to purchase the Additional Property Area.

- B. Seller also agrees to enter into good-faith negotiations with Buyer to provide Buyer a perpetual easement that is 25-feet wide for pedestrian and non-motorized vehicular access, ingress, egress and regress (hereinafter "Easement"), over and upon then area of Seller's property having Parcel Number 09-02.00-073A located between Mile Post 0.624 and the intersection of Highway 287 Stokesdale JCT. Said easement to be

permanently maintained by Buyer or its successors or assigns at Buyer's sole cost and expense.

C. The location of the aforesaid Additional Property Area and Easement are generally identified in the attached Plan for Abandonment and the metes and bounds and/or legal description of such areas shall be set forth in final recordable instrument upon completion of the forthcoming Pennsylvania Department of Transportation ("PennDOT") Right of Way acquisition process. Closing on the Additional Property Area and Easement shall be at the same time and place and subject to the same terms and conditions as stated in the underlying Agreement between the parties.

D. The parties shall cooperate with the PennDOT acquisition process to facilitate the objectives of the Agreement and this Addendum.

3. No Other Agreements. There are no other promises, undertakings, supplements, addenda or other agreements between the parties concerning the subject matter hereof except as expressed in the Agreement, this Addendum, First Addendum and any attachments or exhibits thereto.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have set their hand and seal as of the date below written.

Growth Resources of Wellsboro Foundation

County of Tioga, Pennsylvania

By: Tom Perry, Pres.

By: Erin A. Corbridge

Dated: 5/20/22

Dated: 5/20/22

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

STB Docket No. AB 1320X

**GROWTH RESOURCES OF WELLSBORO FOUNDATION
– ABANDONMENT EXEMPTION –
IN TIOGA COUNTY, PENNSYLVANIA**

STB Docket No. AB 1325X

**WELLSBORO & CORNING RAILROAD, LLC
– DISCONTINUANCE OF LEASE AND OPERATION AUTHORITY –
IN TIOGA COUNTY, PENNSYLVANIA**

JOINTLY FILED VERIFIED NOTICE OF EXEMPTION

EXHIBIT G

CERTIFICATES OF SERVICE AND PUBLICATION

Certificate of Service of Advance Notice

49 C.F.R. § 1152.50(d)(1) – Notice

I certify that, on July 14, 2022, in keeping with 49 C.F.R. § 1152.50(d)(1), I caused the following parties to be served with written notice of the intent of Growth Resources of Wellsboro (GROW) to invoke the Board's notice of exemption procedures to abandon a segment of rail line, and Wellsboro and Corning Railroad, LLC (WCOR) to discontinue lease and operation authority for approximately 3.27 miles of rail line between Milepost 0.624 and Milepost 3.9 in Wellsboro, Tioga County, PA. I also certify that the rail line does not contain federally granted rights-of-way.

U.S. Department of the Interior -

National Park Service

RTCA Program

1849 C Street, NW

Washington, DC 20240

United States Department of the Army

Military Surface Deployment and Distribution Command Transportation Engineering Agency

ATTN: SDTE-SA (Railroads for National Defense)

1 Soldier Way, Building 1900W

Scott AFB, IL 62225

Office of Chief of Forest Service

U.S. Department of Agriculture

1400 Independence Avenue SW

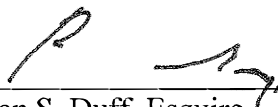
Washington, DC 20250-1111

Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

OWLETT & LEWIS, P.C.

7/28/22

Date

By: 

Brian S. Duff, Esquire
Attorney for GROW
PA ID # 85997
One Charles Street
P.O. Box 878
Wellsboro, PA 16901
(570) 723-1451

Certificate of Newspaper Publication

49 C.F.R. § 1105.12 - Newspaper Notice

I certify that a "Notice of Intent to Abandon Rail Service" was published in a newspaper of general circulation in the city/county in which the rail line is located in the form prescribed by the Board for abandonment notices of exemption (49 C.F.R. § 1105.12). The notice was published one time on July 14, 2022, in the Wellsboro/Mansfield Gazette, a newspaper of general circulation in Tioga County, Pennsylvania where the line is located. Attached is the Publisher's Proof of Publication, and Tear Sheet from the Wellsboro/Mansfield Gazette.

OWLETT & LEWIS, P.C.

7/28/22

Date

By: 

Brian S. Duff, Esquire

Attorney for GROW

PA ID # 85997

One Charles Street

P.O. Box 878

Wellsboro, PA 16901

(570) 723-1451

Legals	Legals	Legals	Legals
NOTICE ESTATE OF ALLEN DUANE KRINER AKA ALLEN D. KRINER AKA ALLEN KRINER Letters of Testamentary on the Estate of Allen Duane Kriner AKA Allen D. Kriner AKA Allen Kriner deceased, late of Delmar Township, Tioga County, Pennsylvania, have been granted to the undersigned by the Tioga County Register of Wills. Notice is hereby given to all persons indebted to said estate to pay the same at once, and all persons having claims against said estate are requested to present the same to the undersigned. Bruce Kriner, Executor 3317 Rafter Road Wellsville PA 16901 OR TO: James E. Carlson, Esquire 109 Main Street P.O. Box 177 Wellsville, PA 16901 6/30/22, 7/1/22 & 7/14/2022 NOTICE NAME CHANGE A hearing on the Petition for Change of Name for Miles Townsends to Miles Eggeston is scheduled for July 28th, 2022, at 11:00 am, in Courtroom 1 of the Tioga County Courthouse, 118 Main Street, Wellsville, PA.	ESTATE NOTICE ESTATE OF MARTHA M. JESSUP AKA MARTHA MONICA JESSUP Letters Administration on the Estate of Martha M. Jessup, aka Martha Monica Jessup, of Blossburg Borough, Tioga County, Pennsylvania, having been granted to the undersigned by the Register of Wills of said County, notice is hereby given to all persons indebted to said estate to pay the same at once, and all persons having claims against said estate are requested to present the same to the undersigned. Sharon Manikowski 105 White Street Blossburg, PA 16912 or Lawrence B. Mansfield, Esquire 9 East Main Street Post Office Box 294 Mansfield, PA 16933 (570) 662-2272 7/14/22, 7/14/22 & 7/21/2022	ESTATE NOTICE ESTATE OF BRUCE G. FURMAN Letters Administration on the Estate of Bruce G. Furman, of Rufford Township, Tioga County, Pennsylvania, having been granted to the undersigned by the Register of Wills of said County, notice is hereby given to all persons indebted to said estate to pay the same at once, and all persons having claims against said estate are requested to present the same to the undersigned. Janet Mary Wenck 294 Reasor Hollow Road Big Flats, NY 14814-7932 or Lawrence B. Mansfield, Esquire 9 East Main Street Post Office Box 294 Mansfield, PA 16933 (570) 662-2272 7/14/22, 7/14/22 & 7/21/2022	ESTATE OF MARTHA K. BLACKWELL AKA MARTHA BLACKWELL Letters Testamentary in the above referenced Estate, late of Morris Township, Tioga County, Pennsylvania, deceased, having been granted to the undersigned by the Register of Wills of said County, notice is hereby given to all persons indebted to said estate to pay the same at once, and all persons having claims against said estate are requested to present the same to the undersigned. EXECUTOR Jay A. Blackwell 1512 McCormick Drive Mechanicsburg, PA 17055 OR TO: SPENCER, GLEASON, HEBB & RAGUE, P.C. 17 Central Avenue Wellsville, PA 16901 7/14/22, 7/14/22 & 7/21/2022

SUNSHINE MEETING NOTICE
The next meeting of the Board of Directors/Advisory Council for the B/S/S/T Area Agency on Aging, Inc., will be held on Wednesday, July 20, 2022, at 10:00 a.m. The meeting will be held at the Wysox Fire Hall, 111 Lake Road, Wysox, PA. For further information, contact the B/S/S/T Area Agency on Aging, Inc. at (570) 268-1211 (locally in Towanda) or 1-800-982-4346 (toll-free).

On November 15, 2021, the State Board of Vehicle Manufacturers, Dealers and Salespersons accepted the permanent voluntary surrender of Cheryl Leigh Watson, license no. MV265256, of Wellsville, Tioga County, because she made a material misstatement in her application for license by failing to report professional misconduct in another state.

Help Wanted	Help Wanted
FCCB FIRST CITIZENS COMMUNITY BANK Systems Administrator First Citizens Community Bank has an immediate opening for a full-time Systems Administrator in our Mansfield Operations Center. Candidates must possess a working knowledge of physical/virtual server environments, IT security, email systems, and PC hardware/software. Responsibilities include maintaining systems/applications, special projects, customer support and troubleshooting. Candidates should possess a Bachelor's Degree in Computer Science, Information Technology, System Administration or a closely related field, or have equivalent experience. To apply, please visit www.myFCCB.com > About Us > Careers Equal Opportunity Employer of Women, Minorities, Protected Veterans, and Individuals with Disabilities	DFA Daily Financial Administrators Join the DFA Team Apply online at www.dfaonline.com/careers DFA Middlebury Center, PA #15210 - Process Operator Receiving Primary duties of this position include but not limited to fluid product receiving, product load out, pasteurization, separation, heat treatment, and reconstitution. Other operational duties include clean-in-place (CIP), clean-out-of-place (COP) gaskets, master Sanitation, and other tasks in this area as assigned by supervisor Shift: 4:00 PM - 12:00 AM Salary Hourly: At Hire - \$19.50 6 months- \$20.00 1 Year- \$20.50 An Equal Opportunity Employer

Announcements

Pepper's Auction Service, LLC

Auct. Barn-13580 Rt.414 Canton, Pa. BRADFORD CO.
Stay tuned daily - gotoauction.com

PEPPER'S UPCOMING AUCTIONS

Fri. July 15, 5:15pm - Coin Auction
Call to Consign - Auction Barn

Mon. July 18, 5:15pm - Gun Auction
Guns, Ammo, Misc. - Auction Barn

Wed. July 20, 5:15pm - Larry Taylor Estate
Tools, and Much More - Auction Barn

Sat. July 23, 9:45am - Wooster Estate
(Grover area)-Farm Equip., Antiques, Hhld - ON SITE

Wed. Aug. 3, 5:15pm - Local Estates
Auction Barn

Sun. Aug. 7, 1:45pm - REAL ESTATE
(Sandra McCoy Estate) 207 W. Union Street, Canton
Beautiful Home w/Attached 2 Car Garage, Large Lot - ON SITE

**** SAVE AD NOW! ****

TERMS: Cash, Good Check w/Proper ID and Visa, MC or Discover Credit Cards w/3% Fee.
Owner & Auctioneer not responsible for accidents or mishaps of any kind! Announcements made on sale day take precedence over advertising! ALL FFL, GUN LAWS APPLY! All sales as is!

Visit us @ GoToAuction.com #5978, Auctionzip.com #9240
& Facebook for pictures & more listings!
NO BUYER'S PENALTY - FOOD AVAILABLE

PEPPER'S AUCTION SERVICE, LLC
Ed Pepper
Ed Pepper
#AU005424 (570) 364-SOLD

"It's not just an auction, it's an experience!"
Have a nice day and Keep Smiling!

Legals	Legals	Legals
NOTICE OF PUBLIC MEETING Tioga County Pennsylvania Industrial Development Authority Pursuant to Section 1 of the Act of October 15, 1986 (Act No. 1986-03) ("Sunshine Act") notice is given hereby that the Annual Meeting of the Tioga County Industrial Development Authority ("TCIDA") will be held Wednesday, July 27, 2022, at 5:00 am in the office of Oviatt & Lewis, P.C. located at 1 Charles Street in the Borough of Wellsville, Tioga County, Pennsylvania. The purpose of the meeting is the annual reorganization of officers, and the election of officers, and the review and approval of the 2021 audit. TCIDA will also consider any other business to come before this annual meeting. 7/14/22 & 7/21/2022	Estate of GARY J. REYNOLDS aka Gary Joe Reynolds Letters Administration on the Estate of GARY J. REYNOLDS aka Gary Joe Reynolds, deceased, late of 5 Magee Street, Wellsville, PA 16901 have been granted to the undersigned by the Register of Tioga County, notice is hereby given to all persons indebted to said estate to pay the same at once, and all persons having claims against said estate are requested to present the same to the undersigned. RHONDA TATICH 15 Columbine Drive Binghamton, NY 13901 Or To: Brian S. Duff, Esquire Oviatt & Lewis, P.C. One Charles Street P.O. Box 878 Wellsville, PA 16901 7/17/22, 7/14/22 & 7/21/2022	Notice of Zoning Hearing Board Public Hearing The Mansfield Borough Zoning Hearing Board will hold a Public Hearing on Monday, August 1, 2022 at 5:15 PM in the Borough Council Room at 14 South Main Street, Mansfield, PA. The purpose of the Public Hearing is to review a special exception request. The request is to have a subdivision that would result in a less non-conforming parcel at 18 St. James Street. If you are a person with a disability or need special accommodations to attend the hearing, please contact the Mansfield Borough Office at 570-662-2315. Christopher McGann Mansfield Borough Manager 7/14/22 & 7/21/2022

Legals	Legals
PUBLIC NOTICES Pursuant to the "Noncoal Surface Mining Conservation and Reclamation Act" and the "Clean Streams Law" notice is hereby given that Cross Excavating LLC, 19316 Route 6, Mansfield, PA 16933 has made application to the Pennsylvania Department of Environmental Protection (DEP) to transfer existing Surface Mine Permit #59120301 and NPDES PAM212007 from Chad E. Cross, 19316 Route 6, Mansfield, PA 16933. There are no changes proposed. The mine site is located east of SR 287 approximately 2.0 miles south of Lawrenceville, PA. The permit area is 16.2 acres. The receiving stream for this permit is Harts Creek, WMF, The Jackson Summit Pa., U.S. Geological Survey 7.5 minute topographic map contains the area described. A copy of the application is available for public inspection at the Tioga County Conservation District, 50 Plaza Lane, Wellsville PA 16901. Written comments, objections, or a request for public hearing or informal conference may be submitted to the DEP, DEP Moshannon District Mining Office, 186 Enterprise Drive, Phillipsburg PA 16866 by August 22, 2022 and must include the person's name, address, telephone number, and a brief statement as to the nature of the objection(s).	PUBLIC NOTICES Pursuant to the "Noncoal Surface Mining Conservation and Reclamation Act" and the "Clean Streams Law" notice is hereby given that Cross Excavating LLC, 19316 Route 6, Mansfield, PA 16933 has made application to the Pennsylvania Department of Environmental Protection (DEP) to transfer existing Surface Mine Permit #59120301 and NPDES PAM212007 from Chad E. Cross, 19316 Route 6, Mansfield, PA 16933. There are no changes proposed. The mine site is located east of SR 287 approximately 2.0 miles south of Lawrenceville, PA. The permit area is 16.2 acres. The receiving stream for this permit is UNT to Corney Creek, CWF, The Mansfield Pa., U.S. Geological Survey 7.5 minute topographic map contains the area described. A copy of the application is available for public inspection at the Tioga County Conservation District, 50 Plaza Lane, Wellsville PA 16901. Written comments, objections, or a request for public hearing or informal conference may be submitted to the DEP, DEP Moshannon District Mining Office, 186 Enterprise Drive, Phillipsburg PA 16866 by August 22, 2022 and must include the person's name, address, telephone number, and a brief statement as to the nature of the objection(s).

Legals	Legals
MEETING NOTICE THE REGULAR MONTHLY MEETING OF THE BLAST INTERMEDIATE UNIT #17 BOARD OF DIRECTORS WILL BE HELD ON THE THIRD WEDNESDAY OF EACH MONTH EXCEPT FOR JULY AND DECEMBER, AND WILL BE HELD CONCURRENTLY AND BROADCASTED BETWEEN THE INTERMEDIATE UNIT #17 OFFICE, 33 SPRINGBROOK DRIVE, CANTON, PA AND THE SULLIVAN ROOM, INTERMEDIATE UNIT #17 OFFICE, 2406 REACH ROAD, WILLIAMSPORT, PA, AT 7:00 P.M. FOR THE FOLLOWING DATES: July - No Meeting August 17, 2022 September 21, 2022 October 19, 2022 November 16, 2022 December - No Meeting January 18, 2023 February 15, 2023 March 15, 2023 April 19, 2023 May 17, 2023 June 21, 2023 All visitors must attend the meeting in person at either the Canton or Williamsport office, Registration by 5:00 pm, the day before the meeting is required. If you intend to attend in person, please use the following link to register: https://www.willtamgadmirationboardofdirectors.org/board-meeting-dates/registration-for-club-meeting/ or call 570-673-6001 ext. 2029. All safety protocols will be followed by those persons in attendance. These meetings will not be livestreamed or conducted on a virtual platform.	Public Notice Pursuant to the PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION Rules and Regulations and the SURFACE MINING CONSERVATION AND RECLAMATION ACT, notice is hereby given that Phoenix Resources Inc., doing business at 782 Antrim Road, Wellsville, PA 16901, is publishing the 2022-2023 blasting schedule for their Bituminous Coal Surface Mine and Landfill Permit. Surface mining activities will be performed under the mining permit SMP#59020101 and residual waste landfill is operating under permit #301358. The surface mine will remove overburden and coal within the 86.4-acre facility. Blasting may take place on any given day, Monday through Friday between the hours of 8:00 AM and 8:00 PM. Access to the pit where blasting activities may occur will be restricted through the use of onsite equipment, signs, and traffic safety devices. Prior to and after each blasting event, a loud audible horn will be sounded. All blasting operations will be under the direct supervision of the licensed blasting contractor and the mine foreman. Unscheduled detonation may be required outside normal hours in the event an emergency situation arises such as heavy rains, lightning, other atmospheric conditions, operator and/or public safety issue. The project is located to the east of the original construction and demolition landfill. The proposed permit area can be found on the Antrim U.S.G.S. 7.5 minute series topographic map. Location from the bottom right corner of the map is approximately 2 1/2 inches north and 2 inches west. 7/17/22, 7/14/22 & 7/21/2022

NOTICE OF INTENT TO ABANDON AND DISCONTINUE RAIL SERVICE

STB DOCKET NO. AB 1320X
STB DOCKET NO. AB 1325X

Growth Resources of Wellsville Foundation (GROW) and Wellsville & Corning Railroad, LLC (WCOR) give notice that on or about July 28, 2022, they intend to file with the Surface Transportation Board ("Board"), Washington, DC 20423, a joint Notice of Exemption pursuant to 49 CFR § 1152 Subpart F - Exempt Abandonment permitting GROW to abandon rail service, and WCOR to discontinue lease and operation authority over, approximately 3.27 miles of rail line between Milepost 0.624 and Milepost 3.9 (referred to herein as the "Line") in Wellsville, Tioga County, PA. The Line traverses through zip code 16901. The abandonment proceeding will be docketed as No. AB 1320X. The discontinuance authority will be docketed as AB 1325X.

The proposed action entails the abandonment of rail service by GROW, and the discontinuance of lease and operation authority by WCOR, over the Line. The Board's Office of Environmental Analysis (OEA) will generally prepare an Environmental Assessment (EA) with respect to the abandonment proceeding, which will normally be available 25 days after the filing of the notice of exemption. Comments on environmental and energy matters should be filed no later than 15 days after the EA becomes available to the public and will be addressed in a Board decision. Interested parties may obtain a copy of the EA or make inquiries regarding environmental matters by writing to the Office of Environmental Analysis (OEA), Surface Transportation Board, Washington, DC or by calling that office at (202) 245-0245.

Once the Line is approved for abandonment, GROW intends to sell the Line to the County of Tioga for rail banking / interim trail use for the purpose of constructing the Pine Creek Rail Trail Extension/Marsh Creek Greenway. The Greenway is a 3.2-mile, non-motorized trail that will link downtown Wellsville to the Pine Creek Rail Trail. The Greenway will provide a recreational asset, while creating a transportation alternative to U.S. Route 6.

Appropriate offers of financial assistance to continue rail service can be filed with the Board. Requests for environmental conditions, public use conditions, or rail banking/trails use also can be filed with the Board. An original and 10 copies of any pleading that raises matters other than environmental issues (such as trails use, public use, and offers of financial assistance) must be filed directly with the Board's Office of Proceedings either via e-filing or addressed to 395 E. Street, S.W., Washington, D.C. 20424-0001 [See 49 CFR § 1104.1(a) and § 1104.3(a)], and one copy must be served on applicant's representative [See 49 CFR § 1104.12(a)].

Questions regarding offers of financial assistance, public use or trails use may be directed to the Board's Office of Public Assistance, Governmental Affairs, and Compliance at (202) 245-0238.

Copies of any comments or requests for conditions should be served on the applicants' representatives: Brian S. Duff, Esquire, Oviatt & Lewis, P.C., One Charles Street, P.O. Box 878, Wellsville, PA 16901 (representative for GROW); Ed Pepper, Esquire, Pepper's Auction Service, LLC, 13580 Rt. 414, Canton, PA 16803 (representative for WCOR).

7/14/2022 101



GREAT GARAGE SALES
IN THE CLASSIFIEDS

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

STB Docket No. AB 1320X

**GROWTH RESOURCES OF WELLSBORO FOUNDATION
– ABANDONMENT EXEMPTION –
IN TIOGA COUNTY, PENNSYLVANIA**

STB Docket No. AB 1325X

**WELLSBORO & CORNING RAILROAD, LLC
– DISCONTINUANCE OF LEASE AND OPERATION AUTHORITY –
IN TIOGA COUNTY, PENNSYLVANIA**

JOINTLY FILED VERIFIED NOTICE OF EXEMPTION

EXHIBIT H

**CERTIFICATE OF COMPLIANCE
ENVIRONMENTAL AND
HISTORIC REPORT
REQUIREMENTS**

Before the
SURFACE TRANSPORTATION BOARD

STB Docket No. AB 1320X

**GROWTH RESOURCES OF WELLSBORO FOUNDATION
-ABANDONMENT EXEMPTION-
TIOGA COUNTY, PENNSYLVANIA**

ENVIRONMENTAL/HISTORIC REPORT

(color copies included)

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street,
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
Fax (570) 723-1490
BSD@OwlettLewis.com

Counsel for Growth Resources of
Wellsboro Foundation

Dated: July 28, 2022

Before the
SURFACE TRANSPORTATION BOARD

STB Docket No. AB 1320X

GROWTH RESOURCES OF WELLSBORO FOUNDATION
-ABANDONMENT EXEMPTION-
TIOGA COUNTY, PENNSYLVANIA

ENVIRONMENTAL/HISTORIC REPORT

Growth Resources Foundation of Wellsboro (“GROW” or “Applicant”) will be seeking exemption authority for Application to abandon the following segment of rail line (“Subject Line”):

- i. Rail line situated between mile post 0.624 (near Mary Worthington Lane) and mile post 3.9 (near the Charleston Township line) in Tioga County, PA; and

The Subject Line traverses through United State Postal Service ZIP Code 16901. A map of the Subject Line is attached as Exhibit A.

The Subject Line includes the derailing area, which is the current location of the Wellsboro Passenger Station at 35 Charleston Street. The Passenger Station was built in approximately 1891 according to Sanborn Fire Insurance Maps (See **Exhibit D Sanborn Maps of Passenger Station**). The Passenger Station is listed as a contributing resource to the Wellsboro Historic District. **The proposed railroad abandonment and construction of the Marsh Creek Greenway will have no impact on this structure. There are no alterations planned to this structure within the scope of this project.** The impact of the project is limited to the removal and salvaging of the railroad siding in the right-of-way and the construction the Marsh Creek Greenway. See **Exhibit E, Site Pictures, and Photograph Key** for pictures of the Passenger Station.

Applicant plans to seek Surface Transportation Board (“STB”) authorization for the abandonment through a notice of exempt abandonment pursuant to the provisions of 49 CFR §1152.50 on or after July 28, 2022. This Report is being filed in connection therewith, and in accordance with the requirements of 49 CFR §§1105.7 and 1105.8. To prepare this Report, Applicant consulted with various state and federal agencies as required by the Board’s regulations. See the letters as Exhibit B. Please note the consultation letters described the line to be abandoned as the “rail line situated between mile post 0.624 and mile post 3.815”. Based on the decision issued by STB on June 8, 2022, Grow is seeking to abandon the rail line between mile post 0.624 and mile post 3.9 to avoid a stranded segment of rail line.

Based on the written responses received by Applicant to date (Exhibit C), Applicant states as follows:

ENVIRONMENTAL REPORT

(49 CFR 1105.7)

I. **PROPOSED ACTION AND ALTERNATIVES**

GROW is a nonprofit organization that strives to enhance the quality of life in the Wellsboro area through sustainable economic development. GROW acquired the Subject Line in 1992.

The Subject Line to be abandoned is approximately 3.276 miles and includes the derailling area, which is the current location of the Wellsboro Passenger Station at 35 Charleston Street. The Passenger Station is listed as a contributing resource to the Wellsboro Historic District.

The Subject Line was originally part of the “Wellsboro and Lawrenceville Railroad,” which was completed in 1872. The line extended south to the coal mines at Antrim and north to connect with the Blossburg and Corning Railroad. In 1873, these two railroads were merged to form the Corning, Cowanesque and Antrim Railway, which was leased to the Fall Brook Coal Company Railway. In 1892, the Fall Brook Railway was reorganized to include three additional holdings, and began offering passenger service between Lyons, New York and Williamsport, PA, passing through Wellsboro. In 1899, the Fall Brook Railway was leased to the New York Central and Hudson River Railroad, which reorganized as the New York Central Railroad in 1914. The New York Central Railroad was succeeded by the Penn Central Transportation Company in 1968, which was then succeeded by Conrail in 1976. In 1988 Conrail ceased operation of its line between Wellsboro and Jersey Shore, Pennsylvania. The only line remaining was that between Gang Mills, New York and Wellsboro, Pennsylvania. On December 31, 1992, Conrail ceased operations between Gang Mills and Wellsboro. The line was purchased by Growth Resources of Wellsboro and began operations on the Wellsboro & Corning rail line under the North Shore Railroad to maintain freight operations. No freight has moved on this line since 2016. Tioga Central began operating scenic passenger excursion trains on this line in 1994. The excursion trains were operated by Wellsboro and Corning Railroad as a wholly owned subsidiary of Genesee & Wyoming Inc. The excursions ceased in 2019 and no local traffic has moved over the line for at least two years. As of December 9, 2021, Genesee & Wyoming Railroad removed the passenger train operating agreement for 2022 and all renewal terms going forward. See Exhibit F, Growth Resources of Wellsboro Operating Agreement for a letter detailing the end of future operations on this rail line.

There is no local or overhead traffic on the Subject Line. Following the abandonment, GROW intends to sell the Subject Line, which includes 28.35 acres of railroad and right-of-way, to Tioga County for the purpose of constructing the Pine Creek Rail Extension/Marsh Creek Greenway (Greenway). This Greenway is a 3.2-mile non-motorized trail that will strategically connect downtown Wellsboro with the current terminus of the Pine Creek Rail Trail at Wellsboro Junction in Delmar Township. The development of the Marsh Creek Greenway would provide Wellsboro residents with the opportunity to safely walk and bike to the 62-mile trail owned by the Pennsylvania Department of Conservation and Natural Resources (DCNR) and safely connect three population centers in Pennsylvania—Wellsboro, Lock Haven, and Jersey Shore.

The proposed railroad abandonment and construction of the Marsh Creek Greenway will have no impact on the passenger station. There are no alterations planned to this structure within the scope of this project. The impact of the project is limited to the removal and salvaging of the railroad siding in the right-of-way and the construction the Marsh Creek Greenway.

II. EFFECTS ON THE TRANSPORTATION SYSTEM

The abandonment will have no effect on the transportation system because there is no overhead traffic over the Subject Line and the last date of local service to or from the Subject Line was approximately September 12, 2016; excursion passenger train service ended in 2019 and the Genesee & Wyoming Railroad removed the passenger train operating agreement for 2022 and all renewal terms going forward. As such, no traffic will be diverted. Applicant sent a consultation letter regarding the proposed abandonment to the Pennsylvania Department of Transportation, Bureau of Rail Freight, Ports and Waterways (PennDOT). See letters attached as part of Exhibit B. No response was received from PennDOT. **Note: PennDOT is an active partner in the funding and construction of the Greenway.**

III. LAND USE

- i. The Applicant is unaware of any regional or local land use patterns with which the proposed abandonment would be inconsistent. The proposed reuse of the abandonment is consistent with local land use patterns. Applicant consulted with the following agencies regarding the proposed abandonment that may be concerned with land use issues: Pennsylvania Department of Transportation, Bureau of Rail Freight, Ports and Waterways (“PennDOT”); Pennsylvania Department of Environmental Protection, Northcentral Regional Office (“PA DEP NC Region”); Pennsylvania Department of Conservation and Natural Resources (“PA

DCNR"); Environmental Protection Agency Region 3 ("EPA Region 3"); U.S. Fish and Wildlife Service, North Atlantic-Appalachian Regional Office ("FWS North Atlantic-Appalachian Regional"); US Department of Agriculture Natural Resources Conservation Service, National ("USDA National"); US Department of Agriculture Natural Resources Conservation Service, Local ("USDA Local"); Pennsylvania Game Commission ("PA GC"); National Park Service – Northeast Region ("NPS Northeast Region"); National Park Service – National ("NPS National"); U.S. Army Corps of Engineers – North Atlantic Division ("ACE North Atlantic"); Pennsylvania Department of Environmental Protection, Coastal Resource Management ("PA DEP CRM"), National Geodetic Survey, National Oceanic and Atmospheric Administration ("NGS). Copies of these letters are attached as part of Exhibit B. Applicant has received written responses from the following consulted agencies, copies of which are included as part of Exhibit C.

- a. PA DCNR has responded with a letter of support. A copy of the letter is included as part of Exhibit C.
 - b. USDA, Natural Resources Conservation Service, requested a copy of the shapefile to determine if the project impacted any of their interests, namely easements and dams. This abandonment does not impact USDA's easements or dams. The Agency was informed of the reuse of the property to be abandoned. The Agency responded that a prime farmland and statewide farmland soils review will be required if the Greenway receives federal funding. See Email Conversations included as part of Exhibit C.
- ii. Applicant does not believe that the proposed abandonment will have any adverse effect on any prime agricultural land. Consultation notices were sent to the potentially concerned agencies list in paragraph 3(i) above.
- iii. Applicant submitted a consultation letter to the Pennsylvania Coastal Resources Management Program. Applicant has not yet received a response.
- iv. Applicant acknowledges the right of way will be suitable for the construction of the Greenway. This reuse is consistent with local land use ordinances and zoning. Delmar Township and the Borough of Wellsboro participate in the Marsh Creek Greenway's Trail Advisory Committee. The Greenway project has been included as a recommendation in the following Plans and Studies:
 - a. Tioga County Comprehensive Plan

- b. Wellsboro Enhancement Strategy and Mobility Plan
- c. Northern Tier Regional Planning and Development Commission Comprehensive Economic Development Strategy
- d. Wellsboro Borough, Charleston Township, Delmar Township and Duncan Township Multi-Municipal

4. **ENERGY**

The Subject Line serves no overhead traffic, and no local service has been provided to or from the Subject Line since approximately September 12, 2016, therefore,

- i. The proposed abandonment will have no effect on the transportation of energy sources;
- ii. The proposed abandonment will have no effect on recyclable commodities;
- iii. The proposed abandonment will be no effect on overall energy efficiency; and
- iv. The proposed abandonment will not divert any traffic from rail to motor carriage.

The effects of the proposed abandonment will not exceed the thresholds set forth in 49 CFR §1105.7(e)(4)(iv).

5. **AIR**

The proposed abandonment will not result in any increases in rail or truck traffic or rail yard activity. The effects of the proposed abandonment will not exceed the thresholds set forth in 49 CFR §1105.7(e)(5).

6. **NOISE**

The Applicant does not believe that the proposed abandonment will result in any increase in noise levels.

7. **SAFETY**

Applicant does not believe that the proposed abandonment will have any adverse effect on public safety or health. The proposed Greenway will improve public safety by creating a non-motorized trail connecting downtown Wellsboro to the Pine Creek Rail Trail. Pedestrians and cyclists are currently using U.S. Route 6 which has resulted in pedestrians being struck by vehicles. The Greenway will also improve public health by providing access to a 62-mile trail.

8. BIOLOGICAL RESOURCES

- i. Applicant has consulted with the FWS Local, as well as to the following agencies that are potentially concerned with biological resources: PCG, PA DCNR, NPS National, NPS Interior Region 1 Office, ACE, NRCS National, and NRCS Local. Copies of the consultation letters are attached as part of Exhibit B. Applicant received a response from DCNR, attached as part of Exhibit C.
- ii. Applicant does not believe that there are any wildlife sanctuaries or refuges, National or State parks or forests in the vicinity of the proposed abandonment. Consultation letters were sent to the agencies identified in the paragraph 8(i) and Applicant has not received any responses.

9. WATER RESOURCES

- i. The proposed abandonment and any salvage will be handled in a manner that is consistent with the applicable local, State and Federal water quality standards. Applicant consulted with PA DEP Northcentral Regional Office and has not received any responses. PA DEP has provided letters of support for the Greenway project as part of federal funding applications.
- ii. Applicant sent a consultation letter regarding the proposed abandonment to the U.S. Army Corps of Engineers. A copy of the letter is attached as part of Exhibit B. The Applicant has not received any response.

10. PROPOSED MITIGATION

Since no adverse environmental impacts are expected as a result of the abandonment, no mitigation is proposed.

11. ADDITIONAL INFORMATION FOR RAIL CONSTRUCTION

Not applicable.

12. CONSULTATION

As noted previously, GROW has consulted with the following agencies in connection with the preparation of this environmental report: Pennsylvania Department of Transportation, Bureau of Rail Freight, Ports and Waterways ("PennDOT"); Pennsylvania Department of Environmental Protection, Northcentral Regional Office ("PA DEP NC Region"); Pennsylvania Department of Conservation and Natural Resources ("PA DCNR"); Environmental Protection Agency Region 3 ("EPA Region 3"); U.S. Fish

and Wildlife Service, North Atlantic-Appalachian Regional Office (“FWS North Atlantic-Appalachian Regional”); US Department of Agriculture Natural Resources Conservation Service, National (“USDA National”); US Department of Agriculture Natural Resources Conservation Service, Local (“USDA Local”); Pennsylvania Game Commission (“PA GC”); National Park Service – Northeast Region (“NPS Northeast Region”); National Park Service – National (“NPS National”); U.S. Army Corps of Engineers – North Atlantic Division (“ACE North Atlantic”); Pennsylvania Department of Environmental Protection, Coastal Resource Management (“PA DEP CRM”), National Geodetic Survey, National Oceanic and Atmospheric Administration (“NGS”).

13. CERTIFICATIONS

Applicant certifies that:

- a) It consulted with the agencies listed in 49 CFR 1105.7, as described in paragraph 12 above.
- b) On this date, it sent copies of this report to each of the agencies consulted as shown on the attached certificate of service.
- c) Notice of the proposed abandonment was published in the Wellsboro Gazette on March 24, 2022. A copy of the form of notice and the proof of publication are attached as Exhibit G.
- d) Applicant will not file its verified notice of abandonment until at least twenty (20) days after the consulted agencies have been served with a copy of this report.

HISTORIC REPORT
(49 CFR 1105.8)

1. U.S.G.S Topographic Map

U.S.G.S topographic map showing the location of the proposed abandonment are attached as **Exhibit A-U.S.G.S Topographic Map**.

2. Right of Way

The Subject line is located primarily along the Marsh Creek in Tioga County, Pennsylvania. It abuts rural, commercial and residential areas. The right of way is approximately 66 feet wide (33 feet on each side of the tracks). The right of grows to approximately 100 feet on each side of the tracks in certain areas of the track due to the natural topography of the landscape. The rail line crosses the creek at five points of the section for proposed abandonment.

3. Photographs of Historic Structures

Three buildings located on or in the immediate vicinity of the Subject Line is estimated to be 50 years old or older.

- 1) Wellsboro Passenger Station
- 2) Wellsboro Electric Company
- 3) Tioga Container Company Distribution Center

Photographs of these buildings are included in **Exhibit E. Site Photographs and Photograph Key**.

4. Dates of Construction of Historic Structures

- 1) **Wellsboro Passenger Station**— Sanborn Fire Insurance maps are available for the Borough of Wellsboro dating back to 1885. The first Sanborn map to show the existence of the Passenger Station is from October 1891 (See **Exhibit D. Sanborn Maps**). The prior map from December 1885 lists the location of the Warren Depot Freight Company along Charleston Street and Fellows Ave, but the passenger station does not appear until the 1891 map. The Fall Brook Railway began offering passenger service that passed through Wellsboro in 1892, so it is likely that this structure is estimated to be built in 1891. The extent of any alterations to the building after construction is unknown.
- 2) **Wellsboro Electric Company**— Sanborn Fire Insurance maps are available for the Borough of Wellsboro dating back to 1885. The first Sanborn map to show the existence of the Wellsboro Electric Company building is from 1891 (See **Exhibit D. Sanborn Maps**). The Wellsboro Electric Company website lists that it has been an electrical service provider for Wellsboro since 1894. The extent of any alterations to the building after construction is unknown.
- 3) **Tioga Container Company Distribution Center**—Sanborn Fire Insurance maps are available for the Borough of Wellsboro dating back to 1885. The first Sanborn map to show the existence of the Wellsboro Electric Company building is from 1891 (See **Exhibit D. Sanborn Maps**). This

building is listed as the former location of United Glass Company. The extent of any alterations to the building after construction is unknown.

5. History of Carrier Operations in the Area

The Subject Line was originally part of the “Wellsboro and Lawrenceville Railroad,” which was completed in 1872, which extended south to the coal mines at Antrim and north to connect with the Blossburg and Corning Railroad. In 1873, these two railroads were merged to form the Corning, Cowanesque and Antrim Railway, which was leased to the Fall Brook Coal Company Railway. In 1892, the Fall Brook Railway was reorganized to include three additional holdings, and began offering passenger service between Lyons, New York and Williamsport, Pennsylvania, passing through Wellsboro.

In 1899, the Fall Brook Railway was leased to the New York Central and Hudson River Railroad, which reorganized as the New York Central Railroad in 1914. The New York Central Railroad was succeeded by the Penn Central Transportation Company in 1968, which was then succeeded by Conrail in 1976.

In 1988 Conrail ceased operation of its line between Wellsboro and Jersey Shore, Pennsylvania. The only line remaining was that between Gang Mills, New York and Wellsboro, Pennsylvania. On December 31, 1992, Conrail ceased operations between Gang Mills and Wellsboro. The line was purchased by Growth Resources of Wellsboro and began operations on the Wellsboro & Corning rail line under the North Shore Railroad to maintain freight operations. No freight has moved on this line since 2016.

Tioga Central began operating scenic passenger excursion trains on this line in 1994. The excursion trains were operated by Wellsboro and Corning Railroad as a wholly owned subsidiary of Genesee & Wyoming Inc. The excursions ceased in 2019 and no local traffic has moved over the line for at least 2 years. As of December 9, 2021, Genesee & Wyoming Railroad removed the passenger train operating agreement for 2022 and all renewal terms going forward. See **Exhibit F, Growth Resources of Wellsboro Operating Agreement** for a letter detailing the removal of future operations on this rail line.

6. Summary of Structure Documentation

The applicant is unaware of any additional documents in its possession that might be useful documenting a structure that is found to be historic.

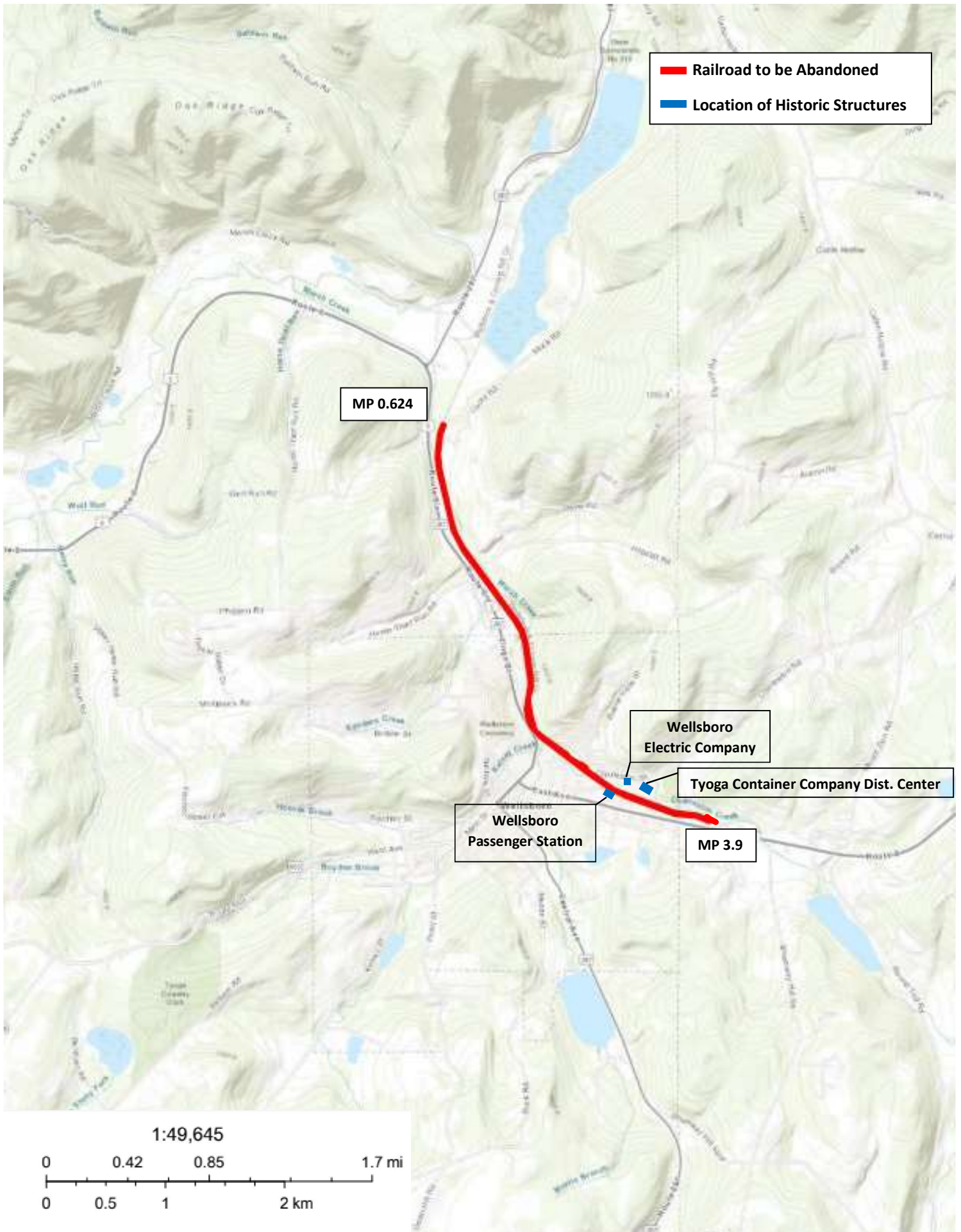
7. Opinion Regarding Criteria for Listing

Based on readily available information in GROW’s possession, does not believe that any protective historic conditions should be placed upon the salvage of the track which is standard gauge and has been continuously maintained over the years. Applicant has given notice of the proposed abandonment to the Pennsylvania State Historic Preservation Office – (“SHPO”). Response from SHPO is attached as Exhibit H.

8. Environmental Conditions

The applicant is unaware of any prior subsurface ground disturbance or fill, or environmental conditions which might affect the archeological recovery of resources or the surrounding terrain. Applicant intends to salvage the track – its salvage will take place within the right of way, will be surface work only and would not disturb subsurface resources.

ENVIRONMENTAL AND
HISTORIC REPORT
EXHIBIT A
RAIL ABANDONMENT
MAP



ENVIRONMENTAL AND
HISTORIC REPORT
EXHIBIT B
LETTERS TO AGENCIES

Abandonment Application
Surface Transportation Board Docket No. AB 1320X

AFFIDAVIT OF SERVICE

I, Brian S. Duff, Esquire, attorney for Growth Resources of Wellsboro Foundation (“GROW”), do hereby certify that on January 11, 2022 I sent notice of GROW’s intent to abandon certain railroad track, along with a copy of the map showing the proposed railroad track to be abandoned, to the following agencies via US Mail, first-class, postage-prepaid, addressed as follows:

Pennsylvania Department of Transportation
Bureau of Rail Freight, Ports and Waterways
555 Walnut Street, #8
Harrisburg, PA 17101

Jared Dressler, Regional Director
Pennsylvania Department of Environmental Protection
208 West Third Street
Suite 101
Williamsport, PA 17701

Lauren Imgrund
Deputy Secretary for Conservation and Technical Services
PA Department of Conservation and Natural Resources
Rachel Carson State Office Building
400 Market Street
Harrisburg, PA 17105

Thomas D’Allesandro
U.S. Environmental Protection Agency
Region 3
1650 Arch Street
Philadelphia, PA 19103-2029
Dalessandro.thomas@Epa.gov

Kyla Hastie, Deputy Regional Director
U.S. Fish and Wildlife Service
North Atlantic-Appalachian Regional Office
300 Westgate Center Drive
Hadley, MA 01035-9587
Northeast@fws.gov

Ms. Denise Coleman, State Conservationist
USDA Natural Resources Conservation Service
Pennsylvania State Office
359 East Park Drive, Suite 2
Harrisburg, PA 17111-2747
Denise.Coleman@usda.gov

Dave Mitchell, Regional Director
Pennsylvania Game Commission
Northcentral Region
1566 South Route 44 Highway
P.O. Box 5038
Jersey Shore, PA 17740

Gay Vietzke, Regional Director
National Park Service
Interior Region 1 Office
1234 Market Street, 20th Floor
Philadelphia, PA 19107

Ray Sauvajot, Associate Director
Natural Resource Stewardship and Science
National Park Service
U.S. Department of the Interior
1849 C Street NW
Washington, DC 20240

U.S. Army Corps of Engineers
North Atlantic Division, Philadelphia District
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-3390
stephen.rochette@usace.army.mil
edward.c.voigt@usace.army.mil

Kristina Peacock-Jones
PA Department of Environmental Protection
Coastal Resource Management
Rachel Carson State Office Building
400 Market Street
P.O. Box 8468
Harrisburg, PA 17105-8468
ra-epcoastalzone@pa.gov

Terrell Erickson, Northeast Region
USDA Natural Resources Conservation Service
14th and Independence Ave., SW, Room 4080-S
Washington, DC 20250

Jeff Jalbrzikowski, P.S., GISP, CFS
NOAA/NOS/National Geodetic Survey
125 South Oval Mall
318 Mendenhall Lab
Columbus, OH 43228
Jeff.Jalbrzikowski@noaa.gov

OWLETT & LEWIS, P.C.

1/11/22
Date

By: 

Brian S. Duff, Esquire
Attorney for GROW
PA ID # 85997
One Charles Street
P.O. Box 878
Wellsboro, PA 16901
(570) 723-1451

Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

January 11, 2022

Pennsylvania Department of Transportation
Bureau of Rail Freight, Ports and Waterways
555 Walnut Street, #8
Harrisburg, PA 17101

Re: Growth Resources of Wellsboro Foundation ("GROW") – Abandonment
Exemption – Tioga County, PA
Surface Transportation Board Docket No. AB 1320X

Dear Sir or Madam:

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of approximately 2.25 miles of rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference. This segment is critical for the construction of the Marsh Creek Greenway, a 3.2-mile non-motorized trail that will connect downtown Wellsboro to the Pine Creek Rail Trail.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105.7, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:

1. Regional and/or local use plans;
2. Regional or local transportation systems and patterns, including alternative transportation modes;
3. Energy consumption and efficiency;
4. Air emissions and noise levels;
5. Public health or safety;

PA Department of Transportation
Bureau of Rail Freight, Ports and Waterways
January 11, 2022
Page 2 of 3

6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

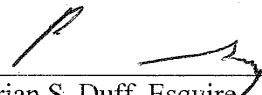
Q

PA Department of Transportation
Bureau of Rail Freight, Ports and Waterways
January 11, 2022
Page 3 of 3

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 
Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

January 11, 2022

Jared Dressler, Regional Director
Pennsylvania Department of Environmental Protection
208 West Third Street, Suite 101
Williamsport, PA 17701

Re: Growth Resources of Wellsboro Foundation ("GROW") – Abandonment
Exemption – Tioga County, PA
Surface Transportation Board Docket No. AB 1320X

Dear Mr. Dressler:

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of approximately 2.25 miles of rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference. This segment is critical for the construction of the Marsh Creek Greenway, a 3.2-mile non-motorized trail that will connect downtown Wellsboro to the Pine Creek Rail Trail.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105.7, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:

1. Regional and/or local use plans;
2. Regional or local transportation systems and patterns, including alternative transportation modes;
3. Energy consumption and efficiency;
4. Air emissions and noise levels;
5. Public health or safety;

Jared Dressler, Regional Director
Pennsylvania Department of Environmental Protection
January 11, 2022
Page 2 of 3

6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R. § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

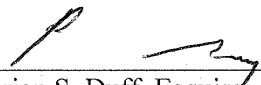
Q

Jared Dressler, Regional Director
Pennsylvania Department of Environmental Protection
January 11, 2022
Page 3 of 3

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 

Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

January 11, 2022

Lauren Imgrund
Deputy Secretary for Conservation and Technical Services
PA Department of Conservation and Natural Resources
Rachel Carson State Office Building
400 Market Street
Harrisburg, PA 17105

Re: Growth Resources of Wellsboro Foundation ("GROW") – Abandonment
Exemption – Tioga County, PA
Surface Transportation Board Docket No. AB 1320X

Dear Lauren:

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of approximately 2.25 miles of rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference. This segment is critical for the construction of the Marsh Creek Greenway, a 3.2-mile non-motorized trail that will connect downtown Wellsboro to the Pine Creek Rail Trail.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105.7, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:

1. Regional and/or local use plans;
2. Regional or local transportation systems and patterns, including alternative transportation modes;
3. Energy consumption and efficiency;
4. Air emissions and noise levels;

Lauren Imgrund
Deputy Secretary for Conservation and Technical Services
PA Department of Conservation and Natural Resources
January 11, 2022
Page 2 of 3

5. Public health or safety;
6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

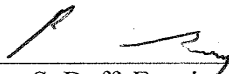
Q

Lauren Imgrund
Deputy Secretary for Conservation and Technical Services
PA Department of Conservation and Natural Resources
January 11, 2022
Page 3 of 3

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 

Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

January 11, 2022

Kyla Hastie, Deputy Regional Director
U.S. Fish and Wildlife Service
North Atlantic-Appalachian Regional Office
300 Westgate Center Drive
Hadley, MA 01035-9587

Re: Growth Resources of Wellsboro Foundation ("GROW") – Abandonment
Exemption – Tioga County, PA
Surface Transportation Board Docket No. AB 1320X

Dear Kyla:

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of approximately 2.25 miles of rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference. This segment is critical for the construction of the Marsh Creek Greenway, a 3.2-mile non-motorized trail that will connect downtown Wellsboro to the Pine Creek Rail Trail.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105.7, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:

1. Regional and/or local use plans;
2. Regional or local transportation systems and patterns, including alternative transportation modes;
3. Energy consumption and efficiency;
4. Air emissions and noise levels;

Kyla Hastie, Deputy Regional Director
U.S. Fish and Wildlife Service
January 11, 2022
Page 2 of 3

5. Public health or safety;
6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R. § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

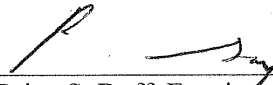
Q

Kyla Hastie, Deputy Regional Director
U.S. Fish and Wildlife Service
January 11, 2022
Page 3 of 3

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 

Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

January 11, 2022

Thomas D'Allesandro
U.S. Environmental Protection Agency
Region 3
1650 Arch Street
Philadelphia, PA 19103-2029

Re: Growth Resources of Wellsboro Foundation ("GROW") – Abandonment
Exemption – Tioga County, PA
Surface Transportation Board Docket No. AB 1320X

Dear Mr. D'Allesandro:

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of approximately 2.25 miles of rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference. This segment is critical for the construction of the Marsh Creek Greenway, a 3.2-mile non-motorized trail that will connect downtown Wellsboro to the Pine Creek Rail Trail.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105.7, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:

1. Regional and/or local use plans;
2. Regional or local transportation systems and patterns, including alternative transportation modes;
3. Energy consumption and efficiency;
4. Air emissions and noise levels;



Thomas D'Allesandro
U.S. Environmental Protection Agency
January 11, 2022
Page 2 of 3

5. Public health or safety;
6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

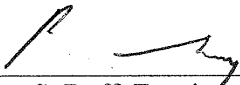
Q

Thomas D'Allesandro
U.S. Environmental Protection Agency
January 11, 2022
Page 3 of 3

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 

Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

January 11, 2022

Ms. Denise Coleman, State Conservationist
USDA Natural Resources Conservation Service
Pennsylvania State Office
359 East Park Drive, Suite 2
Harrisburg, PA 17111-2747

Re: Growth Resources of Wellsboro Foundation ("GROW") – Abandonment
Exemption – Tioga County, PA
Surface Transportation Board Docket No. AB 1320X

Dear Ms. Coleman:

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of approximately 2.25 miles of rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference. This segment is critical for the construction of the Marsh Creek Greenway, a 3.2-mile non-motorized trail that will connect downtown Wellsboro to the Pine Creek Rail Trail.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105.7, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:

1. Regional and/or local use plans;
2. Regional or local transportation systems and patterns, including alternative transportation modes;
3. Energy consumption and efficiency;
4. Air emissions and noise levels;



Ms. Denise Coleman, State Conservationist
USDA Natural Resources Conservation Service
January 11, 2022
Page 2 of 3

5. Public health or safety;
6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R. § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

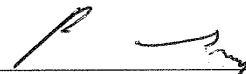
Q

Ms. Denise Coleman, State Conservationist
USDA Natural Resources Conservation Service
January 11, 2022
Page 3 of 3

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 
Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

January 11, 2022

Dave Mitchell, Regional Director
Pennsylvania Game Commission
Northcentral Region
1566 South Route 44 Highway
P.O. Box 5038
Jersey Shore, PA 17740

Re: Growth Resources of Wellsboro Foundation ("GROW") – Abandonment
Exemption – Tioga County, PA
Surface Transportation Board Docket No. AB 1320X

Dear Mr. Mitchell:

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of approximately 2.25 miles of rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference. This segment is critical for the construction of the Marsh Creek Greenway, a 3.2-mile non-motorized trail that will connect downtown Wellsboro to the Pine Creek Rail Trail.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105.7, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:

1. Regional and/or local use plans;
2. Regional or local transportation systems and patterns, including alternative transportation modes;
3. Energy consumption and efficiency;
4. Air emissions and noise levels;

Dave Mitchell, Regional Director
Pennsylvania Game Commission
January 11, 2022
Page 2 of 3

5. Public health or safety;
6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

Q

Dave Mitchell, Regional Director
Pennsylvania Game Commission
January 11, 2022
Page 3 of 3

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 
Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

January 11, 2022

Gay Vietzke, Regional Director
National Park Service
Interior Region 1 Office
1234 Market Street, 20th Floor
Philadelphia, PA 19107

Re: Growth Resources of Wellsboro Foundation ("GROW") – Abandonment
Exemption – Tioga County, PA
Surface Transportation Board Docket No. AB 1320X

Dear Gay:

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of approximately 2.25 miles of rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference. This segment is critical for the construction of the Marsh Creek Greenway, a 3.2-mile non-motorized trail that will connect downtown Wellsboro to the Pine Creek Rail Trail.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105.7, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:

1. Regional and/or local use plans;
2. Regional or local transportation systems and patterns, including alternative transportation modes;
3. Energy consumption and efficiency;
4. Air emissions and noise levels;



Gay Vietzke, Regional Director
National Park Service
January 11, 2022
Page 2 of 3

5. Public health or safety;
6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

Q

Gay Vietzke, Regional Director
National Park Service
January 11, 2022
Page 3 of 3

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 

Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

January 11, 2022

Ray Sauvajot, Associate Director
Natural Resource Stewardship and Science
National Park Service
U.S. Department of the Interior
1849 C Street NW
Washington, DC 20240

Re: Growth Resources of Wellsboro Foundation ("GROW") – Abandonment
Exemption – Tioga County, PA
Surface Transportation Board Docket No. AB 1320X

Dear Ray:

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of approximately 2.25 miles of rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference. This segment is critical for the construction of the Marsh Creek Greenway, a 3.2-mile non-motorized trail that will connect downtown Wellsboro to the Pine Creek Rail Trail.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105.7, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:

1. Regional and/or local use plans;
2. Regional or local transportation systems and patterns, including alternative transportation modes;
3. Energy consumption and efficiency;
4. Air emissions and noise levels;

Ray Sauvajot, Associate Director
Natural Resource Stewardship and Science
January 11, 2022
Page 2 of 3

5. Public health or safety;
6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

Q

Ray Sauvajot, Associate Director
Natural Resource Stewardship and Science
January 11, 2022
Page 3 of 3

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 
Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

January 11, 2022

U.S. Army Corps of Engineers
North Atlantic Division, Philadelphia District
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-3390

Re: Growth Resources of Wellsboro Foundation ("GROW") – Abandonment
Exemption – Tioga County, PA
Surface Transportation Board Docket No. AB 1320X

Dear Sir or Madam:

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of approximately 2.25 miles of rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference. This segment is critical for the construction of the Marsh Creek Greenway, a 3.2-mile non-motorized trail that will connect downtown Wellsboro to the Pine Creek Rail Trail.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105.7, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:

1. Regional and/or local use plans;
2. Regional or local transportation systems and patterns, including alternative transportation modes;
3. Energy consumption and efficiency;
4. Air emissions and noise levels;

U.S. Army Corps of Engineers
North Atlantic Division, Philadelphia District
January 11, 2022
Page 2 of 3

5. Public health or safety;
6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

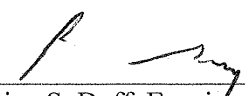
Q

U.S. Army Corps of Engineers
North Atlantic Division, Philadelphia District
January 11, 2022
Page 3 of 3

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 

Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

January 11, 2022

Kristina Peacock-Jones
PA Dept of Environmental Protection, Coastal Resource Management
Rachel Carson State Office Building
400 Market Street
P.O. Box 8468
Harrisburg, PA 17105-8468

Re: Growth Resources of Wellsboro Foundation ("GROW") – Abandonment
Exemption – Tioga County, PA
Surface Transportation Board Docket No. AB 1320X

Dear Kristina:

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of approximately 2.25 miles of rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference. This segment is critical for the construction of the Marsh Creek Greenway, a 3.2-mile non-motorized trail that will connect downtown Wellsboro to the Pine Creek Rail Trail.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105.7, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:

1. Regional and/or local use plans;
2. Regional or local transportation systems and patterns, including alternative transportation modes;
3. Energy consumption and efficiency;
4. Air emissions and noise levels;

Kristina Peacock-Jones
PA Department of Environmental Protection
January 11, 2022
Page 2 of 3

5. Public health or safety;
6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

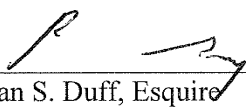
Q

Kristina Peacock-Jones
PA Department of Environmental Protection
January 11, 2022
Page 3 of 3

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 

Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

January 11, 2022

Jeff Jalbrzikowski, P.S., GISP, CFS
NOAA/NOS/National Geodetic Survey
125 South Oval Mall
318 Mendenhall Lab
Columbus, OH 43228

Re: Growth Resources of Wellsboro Foundation ("GROW") – Abandonment
Exemption – Tioga County, PA
Surface Transportation Board Docket No. AB 1320X

Dear Jeff:

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of approximately 2.25 miles of rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference. This segment is critical for the construction of the Marsh Creek Greenway, a 3.2-mile non-motorized trail that will connect downtown Wellsboro to the Pine Creek Rail Trail.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105.7, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:

1. Regional and/or local use plans;
2. Regional or local transportation systems and patterns, including alternative transportation modes;
3. Energy consumption and efficiency;
4. Air emissions and noise levels;

Jeff Jalbrzikowski, P.S., GISP, CFS
NOAA/NOS/National Geodetic Survey
January 11, 2022
Page 2 of 3

5. Public health or safety;
6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R. § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

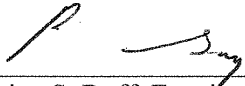
Q

Jeff Jalbrzikowski, P.S., GISP, CFS
NOAA/NOS/National Geodetic Survey
January 11, 2022
Page 3 of 3

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 

Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

January 11, 2022

Terrell Erickson, Northeast Region
USDA Natural Resources Conservation Service
14th and Independence Ave., SW, Room 4080-S
Washington, DC 20250

Re: Growth Resources of Wellsboro Foundation ("GROW") – Abandonment
Exemption – Tioga County, PA
Surface Transportation Board Docket No. AB 1320X

Dear Terrell:

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of approximately 2.25 miles of rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference. This segment is critical for the construction of the Marsh Creek Greenway, a 3.2-mile non-motorized trail that will connect downtown Wellsboro to the Pine Creek Rail Trail.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105.7, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:

1. Regional and/or local use plans;
2. Regional or local transportation systems and patterns, including alternative transportation modes;
3. Energy consumption and efficiency;
4. Air emissions and noise levels;

Terrell Erickson, Northeast Region
USDA Natural Resources Conservation Service
January 11, 2022
Page 2 of 3

5. Public health or safety;
6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

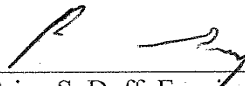
Q

Terrell Erickson, Northeast Region
USDA Natural Resources Conservation Service
January 11, 2022
Page 3 of 3

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 

Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Abandonment Application
Surface Transportation Board Docket No. AB 1320X

AFFIDAVIT OF SERVICE

I, Brian S. Duff, Esquire, attorney for Growth Resources of Wellsboro Foundation (“GROW”), do hereby certify that on January 25, 2022 I sent notice of GROW’s intent to abandon certain railroad track, along with a copy of the map showing the proposed railroad track to be abandoned, to the following agencies via US Mail, first-class, postage-prepaid, addressed as follows:

Pennsylvania Department of Transportation
Bureau of Rail Freight, Ports and Waterways
555 Walnut Street, #8
Harrisburg, PA 17101

Jared Dressler, Regional Director
Pennsylvania Department of Environmental Protection
208 West Third Street
Suite 101
Williamsport, PA 17701

Lauren Imgrund
Deputy Secretary for Conservation and Technical Services
PA Department of Conservation and Natural Resources
Rachel Carson State Office Building
400 Market Street
Harrisburg, PA 17105

Thomas D’Alessandro
U.S. Environmental Protection Agency
Region 3
1650 Arch Street
Philadelphia, PA 19103-2029
Dalessandro.thomas@Epa.gov

Kyla Hastie, Deputy Regional Director
U.S. Fish and Wildlife Service
North Atlantic-Appalachian Regional Office
300 Westgate Center Drive
Hadley, MA 01035-9587
Northeast@fws.gov

Ms. Denise Coleman, State Conservationist
USDA Natural Resources Conservation Service
Pennsylvania State Office
359 East Park Drive, Suite 2
Harrisburg, PA 17111-2747
Denise.Coleman@usda.gov

Dave Mitchell, Regional Director
Pennsylvania Game Commission
Northcentral Region
1566 South Route 44 Highway
P.O. Box 5038
Jersey Shore, PA 17740

Gay Vietzke, Regional Director
National Park Service
Interior Region 1 Office
1234 Market Street, 20th Floor
Philadelphia, PA 19107

Ray Sauvajot, Associate Director
Natural Resource Stewardship and Science
National Park Service
U.S. Department of the Interior
1849 C Street NW
Washington, DC 20240

U.S. Army Corps of Engineers
North Atlantic Division, Philadelphia District
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-3390
stephen.rochette@usace.army.mil
edward.c.voigt@usace.army.mil

Kristina Peacock-Jones
PA Department of Environmental Protection
Coastal Resource Management
Rachel Carson State Office Building
400 Market Street
P.O. Box 8468
Harrisburg, PA 17105-8468
ra-epcoastalzone@pa.gov

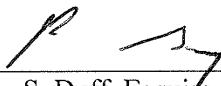
Terrell Erickson, Northeast Region
USDA Natural Resources Conservation Service
14th and Independence Ave., SW, Room 4080-S
Washington, DC 20250

Jeff Jalbrzikowski, P.S., GISP, CFS
NOAA/NOS/National Geodetic Survey
125 South Oval Mall
318 Mendenhall Lab
Columbus, OH 43228
Jeff.Jalbrzikowski@noaa.gov

OWLETT & LEWIS, P.C.

11/25/22

Date

By: 

Brian S. Duff, Esquire
Attorney for GROW
PA ID # 85997
One Charles Street
P.O. Box 878
Wellsboro, PA 16901
(570) 723-1451

Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

January 25, 2022

U.S. Army Corps of Engineers
North Atlantic Division, Philadelphia District
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-3390
stephen.rochette@usace.army.miledward.c.voigt@usace.army.mil

Re: Growth Resources of Wellsboro (GROW) Abandonment
Exemption, Tioga County, PA
Milepost .0505 to Milepost 3.815
Surface Transportation Board Docket No. AB 1320 X

To Whom It May Concern:

On January 11, 2022, you were notified of Growth Resources of Wellsboro's ("GROW") intention to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of a rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania. A copy of that letter is attached.

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to also include the section of rail from Milepost 3.000 to Milepost 3.815 in this notice of exemption for a total approximate length of 3.310 miles in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:



January 25, 2022

Page 2 of 3

1. Regional and/or local use plans;
2. Regional or local transportation systems and patterns, including alternative transportation modes
3. Energy consumption and efficiency;
4. Air emissions and noise levels;
5. Public health or safety;
6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

Please include this additional length of rail line in your review. We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com



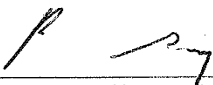
January 25, 2022
Page 3 of 3

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street,
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 
Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

January 25, 2022

Kyla Hastie, Deputy Regional Director
U.S. Fish and Wildlife Service
North Atlantic-Appalachian Regional Office
300 Westgate Center Drive
Hadley, MA 01035-9587
Northeast@fws.gov

Re: Growth Resources of Wellsboro (GROW) Abandonment
Exemption, Tioga County, PA
Milepost .0505 to Milepost 3.815
Surface Transportation Board Docket No. AB 1320 X

To Whom It May Concern:

On January 11, 2022, you were notified of Growth Resources of Wellsboro's ("GROW") intention to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of a rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania. A copy of that letter is attached.

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to also include the section of rail from Milepost 3.000 to Milepost 3.815 in this notice of exemption for a total approximate length of 3.310 miles in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:

1. Regional and/or local use plans;



January 25, 2022

Page 2 of 3

2. Regional or local transportation systems and patterns, including alternative transportation modes
3. Energy consumption and efficiency;
4. Air emissions and noise levels;
5. Public health or safety;
6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

Please include this additional length of rail line in your review. We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com

Q

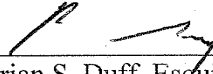
January 25, 2022
Page 3 of 3

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street,
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 
Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

January 25, 2022

Kristina Peacock-Jones
PA Department of Environmental Protection
Coastal Resource Management
Rachel Carson State Office Building
400 Market Street
P.O. Box 8468
Harrisburg, PA 17105-8468
ra-epcoastalzone@pa.gov

Re: Growth Resources of Wellsboro (GROW) Abandonment
Exemption, Tioga County, PA
Milepost .0505 to Milepost 3.815
Surface Transportation Board Docket No. AB 1320 X

To Whom It May Concern:

On January 11, 2022, you were notified of Growth Resources of Wellsboro's ("GROW") intention to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of a rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania. A copy of that letter is attached.

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to also include the section of rail from Milepost 3.000 to Milepost 3.815 in this notice of exemption for a total approximate length of 3.310 miles in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:



January 25, 2022

Page 2 of 3

1. Regional and/or local use plans;
2. Regional or local transportation systems and patterns, including alternative transportation modes
3. Energy consumption and efficiency;
4. Air emissions and noise levels;
5. Public health or safety;
6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

Please include this additional length of rail line in your review. We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Q

January 25, 2022
Page 3 of 3

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street,
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 
Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

January 25, 2022

Gay Vietzke, Regional Director
National Park Service
Interior Region 1 Office
1234 Market Street, 20th Floor
Philadelphia, PA 19107

Re: Growth Resources of Wellsboro (GROW) Abandonment
Exemption, Tioga County, PA
Milepost .0505 to Milepost 3.815
Surface Transportation Board Docket No. AB 1320 X

To Whom It May Concern:

On January 11, 2022, you were notified of Growth Resources of Wellsboro's ("GROW") intention to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of a rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania. A copy of that letter is attached.

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to also include the section of rail from Milepost 3.000 to Milepost 3.815 in this notice of exemption for a total approximate length of 3.310 miles in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:

January 25, 2022

Page 2 of 3

1. Regional and/or local use plans;
2. Regional or local transportation systems and patterns, including alternative transportation modes
3. Energy consumption and efficiency;
4. Air emissions and noise levels;
5. Public health or safety;
6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

Please include this additional length of rail line in your review. We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com



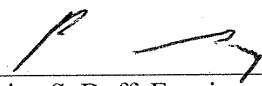
January 25, 2022
Page 3 of 3

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street,
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 
Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

January 25, 2022

Ray Sauvajot, Associate Director
Natural Resource Stewardship and Science
National Park Service
U.S. Department of the Interior
1849 C Street NW
Washington, DC 20240

Re: Growth Resources of Wellsboro (GROW) Abandonment
Exemption, Tioga County, PA
Milepost .0505 to Milepost 3.815
Surface Transportation Board Docket No. AB 1320 X

To Whom It May Concern:

On January 11, 2022, you were notified of Growth Resources of Wellsboro's ("GROW") intention to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of a rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania. A copy of that letter is attached.

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to also include the section of rail from Milepost 3.000 to Milepost 3.815 in this notice of exemption for a total approximate length of 3.310 miles in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:

January 25, 2022

Page 2 of 3

1. Regional and/or local use plans;
2. Regional or local transportation systems and patterns, including alternative transportation modes
3. Energy consumption and efficiency;
4. Air emissions and noise levels;
5. Public health or safety;
6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

Please include this additional length of rail line in your review. We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com

Q

January 25, 2022
Page 3 of 3

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street,
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 
Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

January 25, 2022

Jeff Jalbrzikowski, P.S., GISP, CFS
NOAA/NOS/National Geodetic Survey
125 South Oval Mall
318 Mendenhall Lab
Columbus, OH 43228
Jeff.Jalbrzikowski@noaa.gov

Re: Growth Resources of Wellsboro (GROW) Abandonment
Exemption, Tioga County, PA
Milepost .0505 to Milepost 3.815
Surface Transportation Board Docket No. AB 1320 X

To Whom It May Concern:

On January 11, 2022, you were notified of Growth Resources of Wellsboro's ("GROW") intention to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of a rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania. A copy of that letter is attached.

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to also include the section of rail from Milepost 3.000 to Milepost 3.815 in this notice of exemption for a total approximate length of 3.310 miles in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:

January 25, 2022

Page 2 of 3

1. Regional and/or local use plans;
2. Regional or local transportation systems and patterns, including alternative transportation modes
3. Energy consumption and efficiency;
4. Air emissions and noise levels;
5. Public health or safety;
6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

Please include this additional length of rail line in your review. We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com

Q

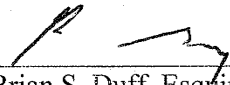
January 25, 2022
Page 3 of 3

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street,
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 
Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Attorneys at Law

January 25, 2022

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

Thomas D'Alessandro
U.S. Environmental Protection Agency
Region 3
1650 Arch Street
Philadelphia, PA 19103-2029
Dalessandro.thomas@Epa.gov

Re: Growth Resources of Wellsboro (GROW) Abandonment
Exemption, Tioga County, PA
Milepost .0505 to Milepost 3.815
Surface Transportation Board Docket No. AB 1320 X

To Whom It May Concern:

On January 11, 2022, you were notified of Growth Resources of Wellsboro's ("GROW") intention to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of a rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania. A copy of that letter is attached.

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to also include the section of rail from Milepost 3.000 to Milepost 3.815 in this notice of exemption for a total approximate length of 3.310 miles in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:

1. Regional and/or local use plans;
2. Regional or local transportation systems and patterns, including alternative transportation modes

January 25, 2022

Page 2 of 3

3. Energy consumption and efficiency;
4. Air emissions and noise levels;
5. Public health or safety;
6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

Please include this additional length of rail line in your review. We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com

Q

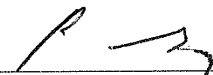
January 25, 2022
Page 3 of 3

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street,
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 
Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Attorneys at Law

January 25, 2022

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

Lauren Imgrund
Deputy Secretary for Conservation and Technical Services
PA Department of Conservation and Natural Resources
Rachel Carson State Office Building
400 Market Street
Harrisburg, PA 17105

Re: Growth Resources of Wellsboro (GROW) Abandonment
Exemption, Tioga County, PA
Milepost .0505 to Milepost 3.815
Surface Transportation Board Docket No. AB 1320 X

To Whom It May Concern:

On January 11, 2022, you were notified of Growth Resources of Wellsboro's ("GROW") intention to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of a rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania. A copy of that letter is attached.

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to also include the section of rail from Milepost 3.000 to Milepost 3.815 in this notice of exemption for a total approximate length of 3.310 miles in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:

1. Regional and/or local use plans;
2. Regional or local transportation systems and patterns, including alternative transportation modes



January 25, 2022

Page 2 of 3

3. Energy consumption and efficiency;
4. Air emissions and noise levels;
5. Public health or safety;
6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

Please include this additional length of rail line in your review. We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com

Q

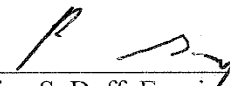
January 25, 2022
Page 3 of 3

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street,
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 
Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

January 25, 2022

Terrell Erickson, Northeast Region
USDA Natural Resources Conservation Service
14th and Independence Ave., SW, Room 4080-S
Washington, DC 20250

Re: Growth Resources of Wellsboro (GROW) Abandonment
Exemption, Tioga County, PA
Milepost .0505 to Milepost 3.815
Surface Transportation Board Docket No. AB 1320 X

To Whom It May Concern:

On January 11, 2022, you were notified of Growth Resources of Wellsboro's ("GROW") intention to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of a rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania. A copy of that letter is attached.

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to also include the section of rail from Milepost 3.000 to Milepost 3.815 in this notice of exemption for a total approximate length of 3.310 miles in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:

1. Regional and/or local use plans;



January 25, 2022

Page 2 of 3

2. Regional or local transportation systems and patterns, including alternative transportation modes
3. Energy consumption and efficiency;
4. Air emissions and noise levels;
5. Public health or safety;
6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

Please include this additional length of rail line in your review. We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com

Q

January 25, 2022
Page 3 of 3

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street,
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 
Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

January 25, 2022

Dave Mitchell, Regional Director
Pennsylvania Game Commission
Northcentral Region
1566 South Route 44 Highway
P.O. Box 5038
Jersey Shore, PA 17740

Re: Growth Resources of Wellsboro (GROW) Abandonment
Exemption, Tioga County, PA
Milepost .0505 to Milepost 3.815
Surface Transportation Board Docket No. AB 1320 X

To Whom It May Concern:

On January 11, 2022, you were notified of Growth Resources of Wellsboro's ("GROW") intention to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of a rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania. A copy of that letter is attached.

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to also include the section of rail from Milepost 3.000 to Milepost 3.815 in this notice of exemption for a total approximate length of 3.310 miles in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:

1. Regional and/or local use plans;
2. Regional or local transportation systems and patterns, including alternative transportation modes

January 25, 2022

Page 2 of 3

3. Energy consumption and efficiency;
4. Air emissions and noise levels;
5. Public health or safety;
6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

Please include this additional length of rail line in your review. We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com



January 25, 2022
Page 3 of 3

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street,
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 
Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

January 25, 2022

Jared Dressler, Regional Director
Pennsylvania Department of Environmental Protection
208 West Third Street
Suite 101
Williamsport, PA 17701

Re: Growth Resources of Wellsboro (GROW) Abandonment
Exemption, Tioga County, PA
Milepost .0505 to Milepost 3.815
Surface Transportation Board Docket No. AB 1320 X

To Whom It May Concern:

On January 11, 2022, you were notified of Growth Resources of Wellsboro's ("GROW") intention to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of a rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania. A copy of that letter is attached.

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to also include the section of rail from Milepost 3.000 to Milepost 3.815 in this notice of exemption for a total approximate length of 3.310 miles in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:

1. Regional and/or local use plans;
2. Regional or local transportation systems and patterns, including alternative transportation modes

January 25, 2022

Page 2 of 3

3. Energy consumption and efficiency;
4. Air emissions and noise levels;
5. Public health or safety;
6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

Please include this additional length of rail line in your review. We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R. § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com

Q

January 25, 2022

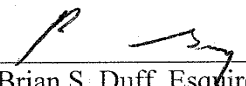
Page 3 of 3

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street,
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 
Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

January 25, 2022

Ms. Denise Coleman, State Conservationist
USDA Natural Resources Conservation Service
Pennsylvania State Office
359 East Park Drive, Suite 2
Harrisburg, PA 17111-2747
Denise.Coleman@usda.gov

Re: Growth Resources of Wellsboro (GROW) Abandonment
Exemption, Tioga County, PA
Milepost .0505 to Milepost 3.815
Surface Transportation Board Docket No. AB 1320 X

To Whom It May Concern:

On January 11, 2022, you were notified of Growth Resources of Wellsboro's ("GROW") intention to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of a rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania. A copy of that letter is attached.

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to also include the section of rail from Milepost 3.000 to Milepost 3.815 in this notice of exemption for a total approximate length of 3.310 miles in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:

1. Regional and/or local use plans;
2. Regional or local transportation systems and patterns, including alternative transportation modes



January 25, 2022

Page 2 of 3

3. Energy consumption and efficiency;
4. Air emissions and noise levels;
5. Public health or safety;
6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

Please include this additional length of rail line in your review. We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Q

January 25, 2022
Page 3 of 3

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street,
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 
Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

January 25, 2022

Pennsylvania Department of Transportation
Bureau of Rail Freight, Ports and Waterways
555 Walnut Street, #8
Harrisburg, PA 17101

Re: Growth Resources of Wellsboro (GROW) Abandonment
Exemption, Tioga County, PA
Milepost .0505 to Milepost 3.815
Surface Transportation Board Docket No. AB 1320 X

To Whom It May Concern:

On January 11, 2022, you were notified of Growth Resources of Wellsboro's ("GROW") intention to file a notice of exemption with the Surface Transportation Board ("STB") for the abandonment of a rail line situated between milepost 0.505 (near Mary Worthington Lane) and Milepost 3.000 (near Fellows Avenue) in Wellsboro, Tioga County, Pennsylvania. A copy of that letter is attached.

This letter is to advise that Growth Resources of Wellsboro ("GROW") intends to also include the section of rail from Milepost 3.000 to Milepost 3.815 in this notice of exemption for a total approximate length of 3.310 miles in Wellsboro, Tioga County, Pennsylvania ("the Line"). The notice of exemption will be filed pursuant to 49 C.F.R. § 1152.50(b), which covers the abandonment of rail lines that had no local traffic move over the line for at least two (2) years. A map showing the location of the Line is enclosed for your reference.

In order to prepare an environmental and historic report as required by STB regulations, 49 C.F.R. § 1105, GROW is advising you of the proposed abandonment so that you may assist in identifying any potential effects the abandonment may have on the following:

1. Regional and/or local use plans;
2. Regional or local transportation systems and patterns, including alternative transportation modes

January 25, 2022

Page 2 of 3

3. Energy consumption and efficiency;
4. Air emissions and noise levels;
5. Public health or safety;
6. Hazardous waste;
7. Bodies of water and overall water quality under applicable federal, state or local standards;
8. Designated wetlands and 100-year-old floodplains;
9. Endangered or threatened species and critical habitats;
10. Wildlife sanctuaries or refuges and national or state parks or forests;
11. Prime agricultural land, and soil and natural resource conservation;
12. Existing or potential safety hazards;
13. Coastal Zone Management Areas; and
14. The need for permits under Section 402 or 404 of the Clean Water Act.

Please include this additional length of rail line in your review. We would appreciate your review and comments as soon as possible so that any comments can be included in the Environmental/Historic Report being prepared in connection with this abandonment in accordance with 49 C.F.R § 1105.7. Your written comments should reference Docket No. AB 1320 X with a copy sent to the following addresses:

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011
Email: tsparacino@deltaone.com

Q

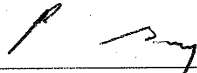
January 25, 2022
Page 3 of 3

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street,
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
E-mail: BSD@OwlettLewis.com

A copy of the Environmental/Historic Report will be forwarded to you at least twenty (20) days before GROW's notice of exemption is filed with the STB. If you should have any questions or need additional information, please feel free to contact me at (570) 723-1451.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 
Brian S. Duff, Esquire

Enclosures

Brian S. Duff

Telephone: (570) 723-1451

Facsimile: (570) 723-1490

Email: BSD@OwlettLewis.com

www.OwlettLewis.com

ENVIRONMENTAL AND
HISTORIC REPORT
EXHIBIT C
AGENCY RESPONSE LETTERS/
EMAILS



February 2, 2022

Teresa K. Sparacino, Vice President
Delta Development Group, Inc.
225 Grandview Avenue, Suite 301
Camp Hill, PA 17011

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street, PO Box 878
Wellsboro, PA 16901

RE: Growth Resources of Wellsboro (GROW) Abandonment
Exemption, Tioga County, PA
Milepost .0505 to Milepost 3.815
Surface Transportation Board Docket No. AB 1320 X

To Whom it May Concern:

I am writing to you in support of approving Growth Resources of Wellsboro request for an abandonment exemption for rail line located in Wellsboro, Tioga County. As outlined below, this piece of rail line would create a vital link from downtown Wellsboro to the Marsh Creek Greenway. DCNR strongly supports these types of connections to communities as they are proven to positively impact local economies, provide greater access to the outdoors for all citizens and promote environmentally friendly transportation alternatives.

It is one of DCNR's top priorities (according to the State Comprehensive Outdoor Recreation Plan and Pennsylvania Land and Water Trail Network Strategic Plan) to *close Priority Trail Gaps in Pennsylvania's statewide land and water trail network with the overall goal of having a trail within 10 minutes of every Pennsylvanian*. In 2014, DCNR identified the Marsh Creek Greenway as one of the state's Priority Trail Gaps (#158) due to the vital connection it will make between the 62-mile Pine Creek Rail Trail and the Borough of Wellsboro. To date, DCNR has awarded nearly \$1M to support the planning, acquisition, and development of the Marsh Creek Greenway. It is our opinion that the reuse of this line as a multi-use trail will greatly enhance the regional and local alternative transportation systems, as well as advance the establishment of a statewide trail network.

DCNR looks forward to continuing to support the development of the Marsh Creek Greenway.

Sincerely,

A handwritten signature in blue ink that reads "Lauren S. Imgrund". The signature is fluid and cursive, with the first name being the most prominent.

Lauren S. Imgrund
Deputy Secretary, Conservation & Technical Services

Office of Conservation and Technical Services
Rachel Carson State Office Building | P.O. Box 8475 | Harrisburg, PA 17105 | 717.787.9306 | F 717.787.9577 | www.dcnr.pa.gov

From: [Plowden, Yuri - NRCS, Harrisburg, PA](#)
To: [Teresa Sparacino](#)
Cc: [Katie Hall](#)
Subject: RE: [External Email]FW: Growth Resources of Wellsboro Foundation - Abandonment Exemption - Tioga County, PA - Surface Transportation Board Docket No. AB 1320X
Date: Tuesday, February 22, 2022 4:43:37 PM

Hi Teresa,

Thank you for the message you left on my voice mail. When we are sent a project for review, we are interested in whether or not it will impact any of our interests, namely our easements and our dams. We will do a prime farmland and statewide farmland soils review if the project will receive federal funding. Otherwise, your use of the latest soil survey information on web soil survey will provide you with an up to date inventory of the farmland classification. It looks like you have done this for your project. If you have other questions or need clarifications, please do not hesitate to contact me. I will be in meetings until about 10:30am tomorrow.

Yuri Plowden
State Soil Scientist
Natural Resources Conservation Service
359 E. Park Drive, Suite 2
Harrisburg, PA 17111
717-237-2207 (o)
717-514-8303 (work cell)
Best phone number to reach me during COVID19 is the work cell

From: Teresa Sparacino <tsparacino@deltaone.com>
Sent: Friday, February 18, 2022 11:30 AM
To: Plowden, Yuri - NRCS, Harrisburg, PA <yuri.plowden@usda.gov>
Cc: Katie Hall <khall@deltaone.com>
Subject: [External Email]FW: Growth Resources of Wellsboro Foundation - Abandonment Exemption - Tioga County, PA - Surface Transportation Board Docket No. AB 1320X

[External Email]

If this message comes from an **unexpected sender** or references a **vague/unexpected topic**;
Use caution before clicking links or opening attachments.
Please send any concerns or suspicious messages to: Spam.Abuse@usda.gov

Hi Yuri,

To follow up on my voice mail, Delta is working with Growth Resources to prepare the environmental assessment for the RR abandonment. Please see my colleague's email below regarding the soils.

As Brian probably explained to you, the rail line tracks will be removed and a non-motorized trail will be constructed. The surrounding area will include bio-swales and other stormwater management practices to protect the environment.

Please let me know if you have additional questions.

Teresa

Teresa K. Sparacino

Vice President

Delta Development Group, Inc.

225 Grandview Avenue, Suite 301

Camp Hill, PA 17011

Office: 717.441.1318

Cell: 717.448.4831

www.deltaone.com

From: Katie Hall <khall@deltaone.com>

Sent: Thursday, February 17, 2022 5:55 PM

To: Teresa Sparacino <tsparacino@deltaone.com>

Subject: RE: Growth Resources of Wellsboro Foundation - Abandonment Exemption - Tioga County, PA - Surface Transportation Board Docket No. AB 1320X

Hi Teresa,

Here is the soil survey info. This soil survey is for the EDA scope of work, so it does include the acreage for the Patterson Trailhead Facility—however, that is a former rail yard and not actively farmed.

Here is a brief summary of the soils:

As shown in the NRCS Web Soil Survey mapping, approximately 12.0% of the project site has soils that are defined as “not prime farmland”. Approximately 64.8% of the site includes soils defined as “prime farmland” including ChB, Ph, Po, and Pp. The remaining 23.3% of the site includes soils such as Ow, VoB, and VoC, which are considered “farmland of statewide importance”. The project site for proposed abandonment is currently a railroad bed. The project engineers will begin consultation with the NRCS regarding Prime Farmland once a land development plan is finalized.

NRCS SOIL SURVEY TYPES				
MAP UNIT SYMBOL	MAP UNIT NAME	ACRES ON AOI	PERCENT OF AOI	FARMLAND SOIL CLASSIFICATION
ChB	Chenango gravelly loam, 2 to 12 percent slopes	1.9	6.0%	All areas are prime farmland
OTF	Oquaga and Lordstown channery loams, 25 to 70 percent slopes, extremely stony	0.4	1.2%	Not prime farmland
Ow	Orrville silt loam	1.5	4.9%	Farmland of statewide importance

Ph	Philo silt loam	0.7	2.2%	All areas are prime farmland
Po	Pope soils	17.5	56.1%	All areas are prime farmland
Pp	Pope fine sandy loam, high bottom	0.1	0.5%	All areas are prime farmland
VoB	Volusia channery silt loam, 3 to 8 percent slopes	1.9	6.1%	Farmland of statewide importance
VoC	Volusia channery silt loam, 8 to 15 percent slopes	3.8	12.3%	Farmland of statewide importance
VoD	Volusia channery silt loam, 15 to 25 percent slopes	1.1	3.7%	Not prime farmland
VoD3	Volusia channery silt loam, 15 to 25 percent slopes, eroded	1.7	5.5%	Not prime farmland
WyD	Wyoming gravelly sandy loam, 20 to 30 percent slopes	0.5	1.6%	Not prime farmland
TOTAL FOR AREA OF INTEREST		379.0	100.0%	

SOURCE: USDA NRCS Web Soil Mapper

From: Teresa Sparacino <tsparacino@deltaone.com>

Sent: Thursday, February 17, 2022 4:58 PM

To: Katie Hall <khall@deltaone.com>

Subject: FW: Growth Resources of Wellsboro Foundation - Abandonment Exemption - Tioga County, PA - Surface Transportation Board Docket No. AB 1320X

Teresa K. Sparacino

Vice President

Delta Development Group, Inc.

225 Grandview Avenue, Suite 301

Camp Hill, PA 17011

Office: 717.441.1318

Cell: 717.448.4831

www.deltaone.com

From: Brian Duff <BSD@owlett-lewis.com>

Sent: Thursday, February 17, 2022 4:24 PM

To: Marc Rice <mrice@tiogacountypa.us>; Teresa Sparacino <tsparacino@deltaone.com>

Subject: FW: Growth Resources of Wellsboro Foundation - Abandonment Exemption - Tioga County, PA - Surface Transportation Board Docket No. AB 1320X

CAUTION: This email originated from outside of the organization. Do not click on links or open attachments unless

you recognize the sender's email address and know the content is safe.

Marc and Teresa,

Please see below and see attached. When she called, she was specifically requesting a "shapefile." Are you familiar with what that is, and whether or not that is something we can even provide them?

Brian

Brian S. Duff, Esquire
Owlett & Lewis, P.C.
One Charles Street,
P.O. Box 878
Wellsboro, PA 16901
Phone (570) 723-1451
Fax (570) 723-1490
E-mail: BSD@OwlettLewis.com

"Attorneys with a Tradition of Providing Estate Planning, Tax Counseling and Business Representation Since 1888."

*****NOTE*****

E-mail sent through the Internet is not secure. Owlett & Lewis, P.C. recommends that you do not send any confidential or sensitive information to us via electronic mail, including social security numbers, account numbers, or personal identification numbers. The information contained in this email message may contain attorney-client privileged and confidential information and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. Nothing in this email is intended to be an electronic signature or an agreement of any kind under applicable law unless otherwise expressly indicated. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer. Messages sent to and from our office may be monitored.

From: Plowden, Yuri - NRCS, Harrisburg, PA <yuri.plowden@usda.gov>

Sent: Thursday, February 17, 2022 4:22 PM

To: Brian Duff <BSD@owlettLewis.com>

Subject: Growth Resources of Wellsboro Foundation - Abandonment Exemption - Tioga County, PA - Surface Transportation Board Docket No. AB 1320X

Dear Mr. Duff,

According to the information you sent pertaining to the abandonment of a section of rail line in Tioga County, PA, this project will not impact any of NRCS' easements or dams. However, if this project will receive federal funding, then it is subject to the Farmland Protection Policy Act and will need to be evaluated.

Since this is a corridor project, the attached CPA-106 form will need to have parts I, III, VI, and VII filled out by the federal agency providing funding. Consultants can fill this out on behalf of the federal agencies, but I need to know which agency is providing the funding.

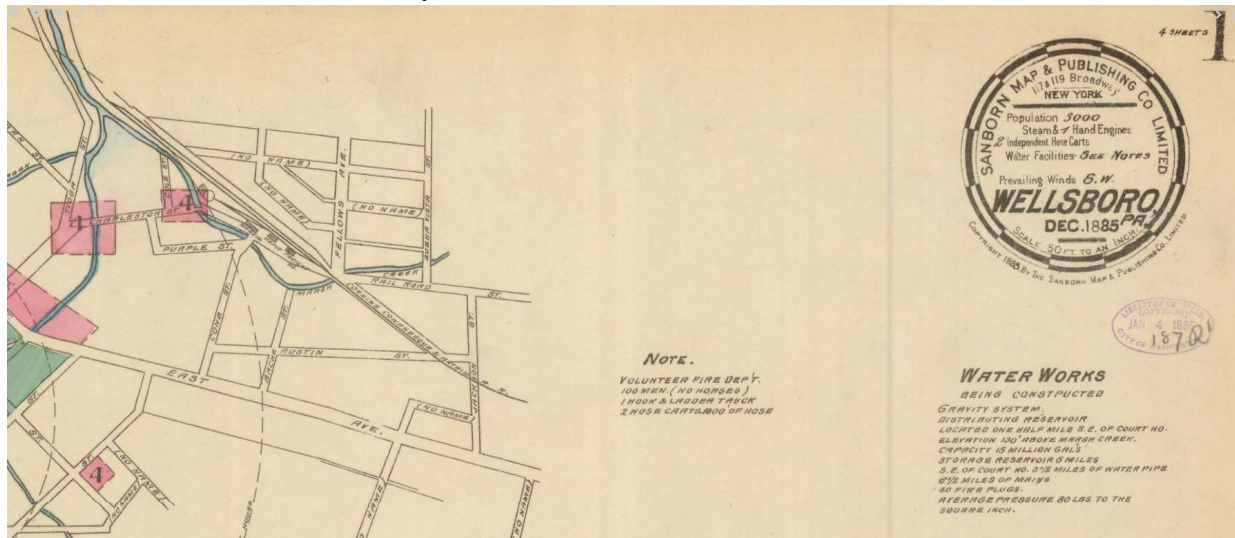
In addition to the CPA-106, I will need a shapefile, or a web soil survey map of the project footprint that includes the soils legend with acreages. The maps that were sent show the rail line areas that will be abandoned, but also additional areas owned by Growth. Will those areas be impacted by this project? Those would need to be included in the shapefile or web soil survey map, and accounted for in the CPA-106. Web soil survey can be accessed at this link: [Web Soil Survey - Home \(usda.gov\)](https://websoilsurvey.sc.egov.usda.gov/).

Yuri Plowden
State Soil Scientist
Natural Resources Conservation Service
359 E. Park Drive, Suite 2
Harrisburg, PA 17111
717-237-2207 (o)
717-514-8303 (work cell)
Best phone number to reach me during COVID19 is the work cell

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.

ENVIRONMENTAL AND
HISTORIC REPORT
EXHIBIT D
SANBORN MAPS/HISTORIC
STRUCTURES

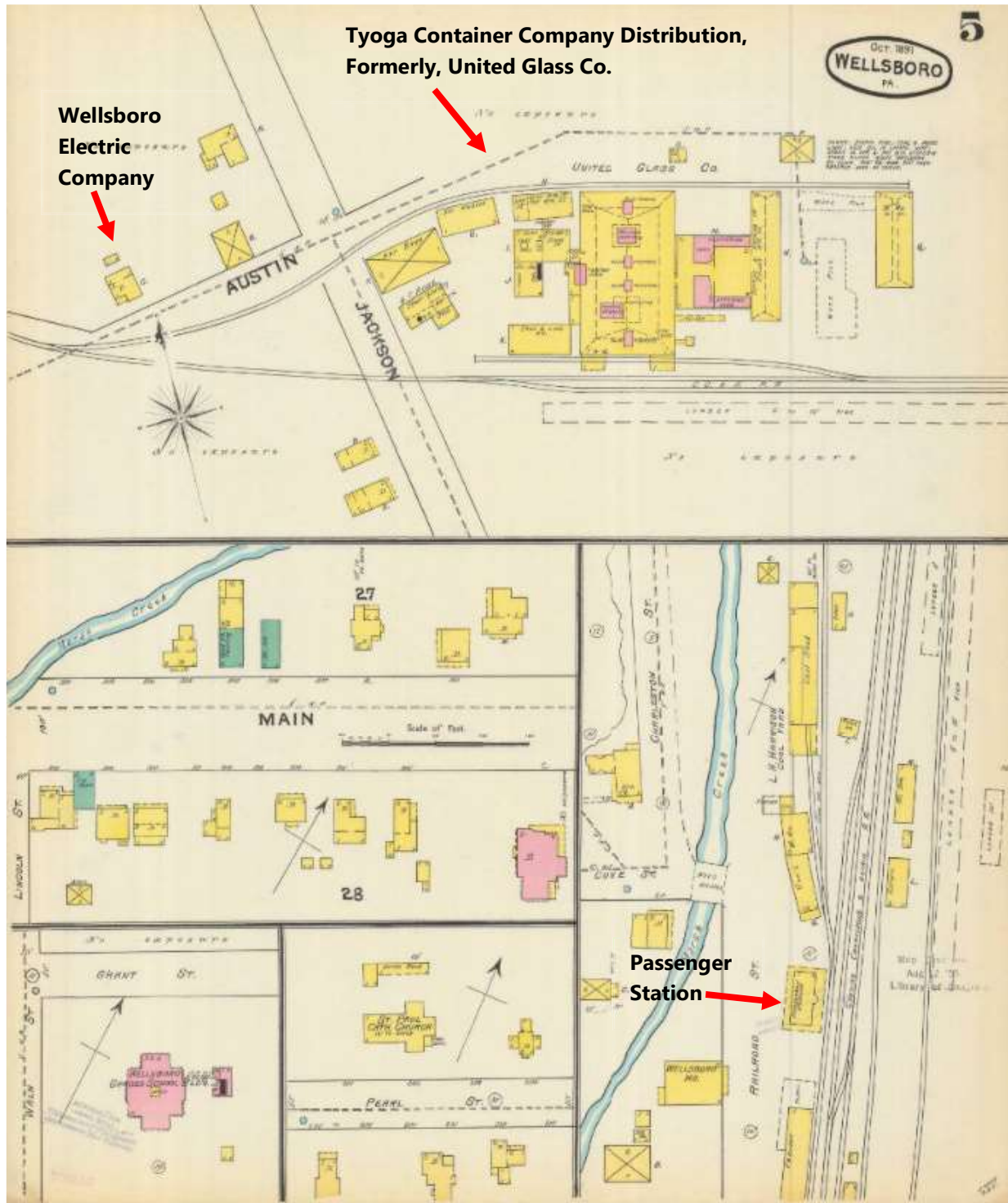
Exhibit D. Sanborn Maps



SANBORN FIRE INSURANCE MAP, BOROUGH OF WELLSBORO CHARLESTON STREET, DECEMBER 1885

Source: <https://libraries.psu.edu/about/collections/sanborn-fire-insurance-maps>

**Tioga Railroad Abandonment
Tioga County, PA**

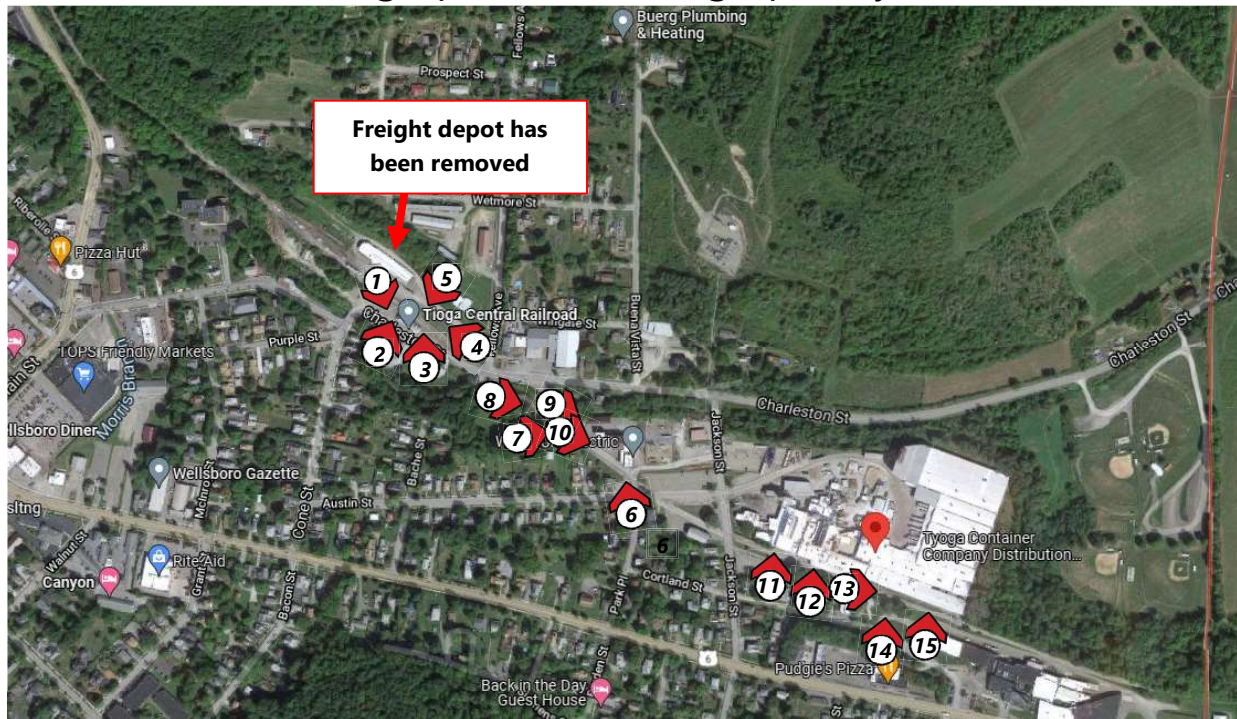


SANBORN FIRE INSURANCE MAP, BOROUGH OF WELLSBORO CHARLESTON STREET, OCTOBER 1891

Source: <https://libraries.psu.edu/about/collections/sanborn-fire-insurance-maps>

ENVIRONMENTAL AND
HISTORIC REPORT
EXHIBIT E
SITE PICTURES AND
PHOTOGRAPHS

Exhibit E. Site Photographs and Photograph Key



PHOTOGRAPH KEY

**Tioga Railroad Abandonment
Tioga County, PA**



PHOTO 1: View of the Passenger Station from Charleston Street looking southeast.



PHOTO 2: View of the Passenger Station from Charleston Street looking north.

**Tioga Railroad Abandonment
Tioga County, PA**



PHOTO 3: View of the Passenger Station from Charleston Street looking north.



PHOTO 4: View of the Passenger Station from Charleston Street looking northwest.



PHOTO 5: View of the Passenger Station from railroad tracks looking south.



PHOTO 6: View of the Wellsboro Electric Company Building from the railroad tracks facing north.

**Tioga Railroad Abandonment
Tioga County, PA**



PHOTO 7: View of the Wellsboro Electric Company Building from the railroad tracks facing east.



PHOTO 8: View of the Wellsboro Electric Company Building from the railroad tracks facing east.



PHOTO 9: View of the Wellsboro Electric Company Building facing southeast.



PHOTO 10: View of the Wellsboro Electric Company Building facing southeast.



PHOTO 11: View of the Tyoga Container Company Distribution Building from rail line facing north.



PHOTO 12: View of the Tyoga Container Company Distribution Building facing northeast.



PHOTO 13: View of the Tyoga Container Company Distribution Building from rail line facing east.

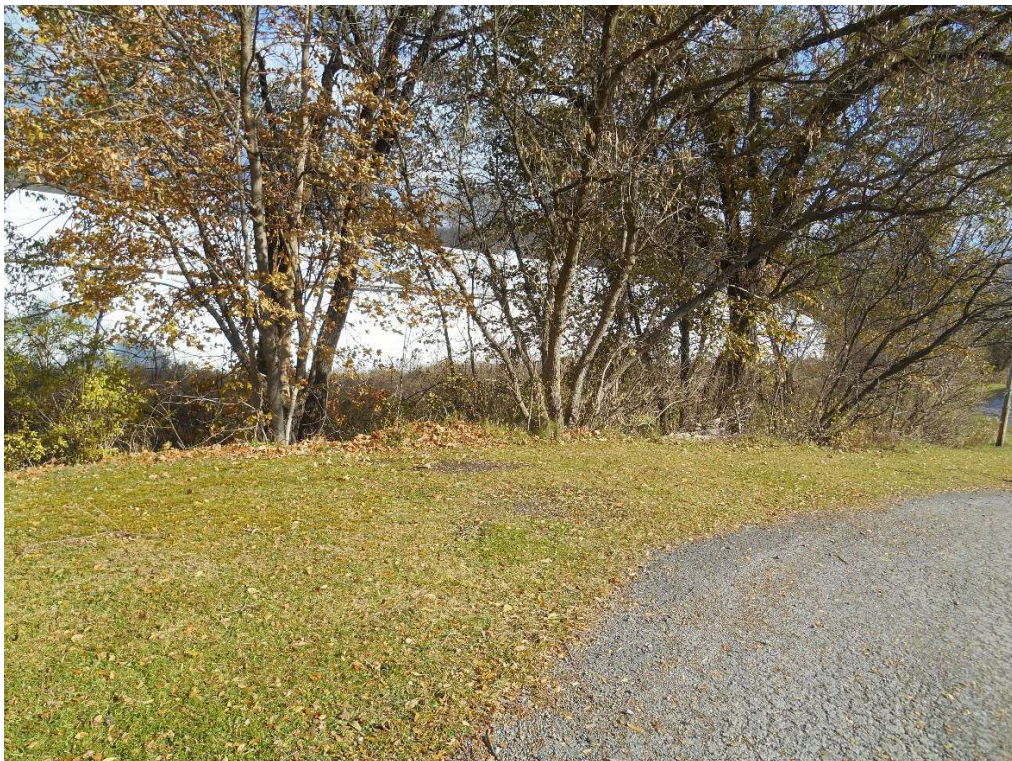


PHOTO 14: View of the Tyoga Container Company Distribution Building facing north.



PHOTO 15: View of the Tyoga Container Company Distribution Building facing north.

EXHIBIT F
REMOVAL – PASSENGER
EXCURSION LINE SERVICE

Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

December 9, 2021

Genesee & Wyoming Railroad
Attn: Brian M. Stussie, Assistant VP of Operations
Northeast Region Railroads
101 BP Lane
Butler, PA 16001

Sent via Email, US Mail
brian.stussie@gwrr.com

In Re: Growth Resources of Wellsboro ("GROW") Operating Agreement

Dear Brian:

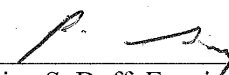
The Board of Directors of GROW recently voted to remove any and all reference to operation of an excursion train and/or passenger train from the Operating Agreement, both for 2022 and for any and all renewal terms going forward, *in exchange for* G&W providing any and all reasonable support and cooperation regarding the abandonment of all railroad track south of the Wellsboro Junction (from MP .505 to MP 3.815), in order to facilitate extension of the Pine Creek Rail Trail into the Borough of Wellsboro.

In the event that the Operating Agreement gets renewed by G&W for another 5-year term (1/1/2023-12/31/2027), it will be renewed with Section 9(i) deleted in its entirety and replaced with "Intentionally Omitted." In the event of renewal, it would be GROW's expectation that a formal Amendment or Addendum to the Operating Agreement is signed by both parties, formally deleting the existing Section 9(i) and formally ratifying the remainder of the Operating Agreement.

If you should have any questions regarding this matter, please contact me.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 

Brian S. Duff, Esquire

ENVIRONMENTAL AND
HISTORIC REPORT
EXHIBIT G
PROOF OF PUBLICATION
NOTICE OF
ABANDONMENT

AFFP
NOTICE OF INTENT RAIL SERVICE

Affidavit of Publication

STATE OF PENNSYLVANIA } SS
COUNTY OF TIOGA }

Pat Patterson, being duly sworn, says:

That he is Publisher of the Wellsboro/Mansfield Gazette, a daily newspaper of general circulation, printed and published in Wellsboro/Mansfield, Tioga County, Pennsylvania; that the publication, a copy of which is attached hereto, was published in the said newspaper on

March 24, 2022

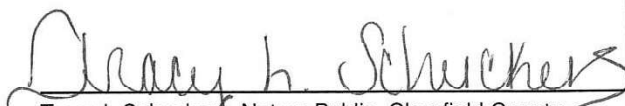
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Publisher

Subscribed to and sworn to me this 24th day of March 2022.

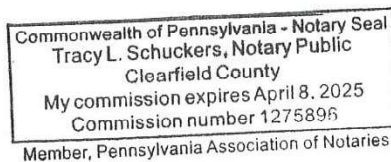


Tracy L. Schuckers, Notary Public, Clearfield County,
Tioga County, Pennsylvania

My commission expires: April 08, 2025

00001000 00502932

Janice Chamberlain
Tioga County Commissioners
118 Main Street
Wellsboro, PA 16901



Legals	
NOTICE OF INTENT TO ABANDON RAIL SERVICE	
Growth Resources of Wellsboro (GROW) gives notice that on or about May 2, 2022, it intends to file with the Surface Transportation Board, Washington, D.C., a Notice of Exemption under 49 CFR §1152 Subpart F – Exempt Abandonment to permit the abandonment of one segment of railroad line totaling 3.191 miles between milepost 0.624 (near Mary Worthington Lane) and mile post 3.815 (near the Charleston Township line) in Tioga County, PA. The line traverses through zip code 16901. The proceeding will be docketed as No. AB 1320X.	2022, ptice nit the epost 1. The
The Board's Office of Environmental Analysis (OEA) will generally prepare an Environmental Assessment (EA), which will normally be available 25 days after the filing of the notice of exemption. Comments on environmental and energy matters should be filed no later than 15 days after the EA becomes available to the public and will be addressed in a Board decision. Interested parties may obtain a copy of the EA or make inquiries regarding environmental matters by writing to the Office of Environmental Analysis (OEA), Surface Transportation Board, Washington, DC or by calling that office at (202) 245-0245.	er the tters public py of ffice of DC or by
GROW intends to transfer and/or convey the abandoned line to the County of Tioga for the purpose of constructing the Pine Creek Rail Trail Extension/Marsh Creek Greenway. The Greenway is a 3.2-mile, non-motorized trail that will link downtown Wellsboro to the Pine Creek Rail Trail. The Greenway will provide a recreational asset, while creating a transportation alternative to U.S. Route 6.	Tioga rek town nal
Requests for environmental conditions, public use conditions, or rail banking/trails use also can be filed with the Board. An original and 10 copies of any pleading that raises matters other than environmental issues (such as trails use, public use, and offers of financial assistance) must be filed directly with the Board's Office of Proceedings either via e-filing or addressed to 395 E. Street, S.W., Washington, D.C. 20423-0001 [See 49 CFR § 1104.1(a) and §1104.3(a)], and one copy must be served on applicant's representative [See 49 CFR §1104.12(a)].	trails g that , and on, ust be
Questions regarding offers of financial assistance, public use or trails use may be directed to the Board's Office of Public Assistance, Governmental Affairs, and Compliance at (202) 245-0238.	y be d
Copies of any comments or requests for conditions should be served on the applicants' representative: Brian S. Duff, Esquire, Owlett & Lewis, P.C., One Charles Street, P.O. Box 878, Wellsboro, PA 16901.	Charles
3/24/2022	

ENVIRONMENTAL
AND HISTORIC
REPORT
EXHIBIT H
SHPO RESPONSE



Pennsylvania State Historic Preservation Office
PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION

February 25, 2022

Katie Hall
Delta Development Group
225 Grandview Ave
Camp Hill PA 17011

RE: ER Project # 2022PR00432.001, Tioga Marsh Creek Greenway and Patterson Trailhead Facility, Surface Transportation Board, Charleston Township, Tioga County

Dear Katie Hall:

Thank you for submitting information concerning the above referenced project. The Pennsylvania State Historic Preservation Office (PA SHPO) reviews projects in accordance with state and federal laws. Section 106 of the National Historic Preservation Act of 1966, and the implementing regulations (36 CFR Part 800) of the Advisory Council on Historic Preservation, is the primary federal legislation. The Environmental Rights amendment, Article 1, Section 27 of the Pennsylvania Constitution and the Pennsylvania History Code, 37 Pa. Cons. Stat. Section 500 et seq. (1988) is the primary state legislation. These laws include consideration of the project's potential effects on both historic and archaeological resources.

Above Ground Resources

No Above Ground Concerns - Environmental Review - No Effect - Above Ground

Based on the information received and available within our files, it is our opinion that the proposed project will have No Effect on above ground historic properties, including historic buildings, districts, structures, and/or objects, should they exist. Should the scope of the project change and/or should you be made aware of historic property concerns, you will need to reinitiate consultation with our office using PA-SHARE.

No Above Ground Concerns - Environmental Review - No Effect - Historic Properties Present - Above Ground

The following historic properties, listed in or eligible for the National Register of Historic Places, are located in the project area of potential effect: Wellsboro Historic District, Resource # 1995RE44943. Based on the information received and available in our files, in our opinion, the proposed project will have No Effect on these historic properties. Should the scope of the project change and/or should you be made aware of historic property concerns, you will need to reinitiate consultation with our office using PA-SHARE.

For questions concerning above ground resources, please contact Cheryl Nagle at chnagle@pa.gov.

ER Project # 2022PR00432.001
Page 2 of 2

Archaeological Resources

No Archaeological Concerns - Environmental Review - No Effect - Archaeological

Based on the information received and available in our files, in our opinion, the proposed project should have No Effect on archaeological resources. Our analysis indicates that archaeological resources are potentially located in this project area. Should the scope of the project be amended to include additional ground-disturbing activity and/or should you be made aware of historic property concerns, you will need to reinitiate consultation with our office using PA-SHARE.

For questions concerning archaeological resources, please contact Casey Hanson at chanson@pa.gov.

Sincerely,



Emma Diehl
Environmental Review Division Manager

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

STB Docket No. AB 1320X

**GROWTH RESOURCES OF WELLSBORO FOUNDATION
– ABANDONMENT EXEMPTION –
IN TIOGA COUNTY, PENNSYLVANIA**

STB Docket No. AB 1325X

**WELLSBORO & CORNING RAILROAD, LLC
– DISCONTINUANCE OF LEASE AND OPERATION AUTHORITY –
IN TIOGA COUNTY, PENNSYLVANIA**

JOINTLY FILED VERIFIED NOTICE OF EXEMPTION

EXHIBIT I

**DRAFT FEDERAL REGISTER
NOTICE**

DRAFT FEDERAL REGISTER NOTICE

**STB Docket No. AB 1320X
GROWTH RESOURCES OF WELLSBORO FOUNDATION
– ABANDONMENT EXEMPTION –
IN TIOGA COUNTY, PENNSYLVANIA**

**STB Docket No. AB 1325X
WELLSBORO & CORNING RAILROAD, LLC
– DISCONTINUANCE OF LEASE AND OPERATION AUTHORITY –
IN TIOGA COUNTY, PENNSYLVANIA**

JOINTLY FILED VERIFIED NOTICE OF EXEMPTION

On July 28, 2022, Growth Resources of Wellsboro Foundation (“GROW”) and Wellsboro & Corning Railroad, LLC (“WCOR”) (collectively “Applicants”) jointly filed with the Surface Transportation Board, Washington, DC, 20423, a verified notice of exemption pursuant to 49 C.F.R. §1152.50, subpart F (Exempt abandonments and discontinuances of service and trackage rights) for GROW to abandon a segment of rail line, and WCOR to discontinue lease and operation authority, between Milepost 0.624 and Milepost 3.9 (the “Line”) which traverses through United States Postal Service Zip Code 16901, a distance of 3.27 miles in Wellsboro, Tioga County, PA. The line for which the abandonment and discontinuance of service exemption request was filed includes the Wellsboro Passenger Station, located at Milepost 2.94. The Wellsboro Passenger Station is currently vacant.

The line does not contain federally granted rights-of-way. Any documentation in the railroad’s possession will be made available promptly to those requesting it.

The Line has not been active for over two years; therefore, no railroad employees will be adversely affected by exercise of abandonment authority. GROW and WCOR recognize that its abandonment of the Line and discontinuances of service will be made subject to the standard employee protective conditions set forth in Oregon Short Line Railroad Co – Abandonment—Goshen, 360 I.C.C. 91 (1979).

Any offer of financial assistance will be due no later than 10 days after service of a decision granting the petition for exemption.

All interested persons should be aware that following abandonment of rail service and salvage of the line, the line may be suitable for other public use, including interim trail use.

Any request for a public use condition and any request for trail use/rail banking will be due no later than 20 days after notice of the filing of the petition for exemption is published in the FEDERAL REGISTER.

Persons seeking further information concerning abandonment procedures may contact the Surface Transportation Board or refer to the full abandonment or discontinuance regulations at 49 CFR part 1152. Questions concerning environmental issues may be directed to the Board's Office of Environmental Analysis.

An environmental assessment (EA) (or environmental impact statement (EIS), if necessary) prepared by the Office of Environmental Analysis will be served upon all parties of record and upon any agencies or other persons who commented during its preparation. Any other persons who would like to obtain a copy of the EA (or EIS) may contact the Office of Environmental Analysis. EAs in these abandonment proceedings normally will be made available within 60 days of the filing of the petition. The deadline for submission of comments on the EA will generally be within 30 days of its service.