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December 23, 2025

310602

Chief of Case Administration
Office of Chief Counsel
Surface Transportation Board
395 E Street, SW
Washington, DC 20024

ENTERED
Office of Chief Counsel
December 23, 2025
Part of
Public Record

Re: STB Docket No. FD 36893
Connecticut Southern Railroad, Inc.
- Notice of Modified Rail Certificate -

Dear Chief of Case Administration:

Enclosed for e-filing on behalf of Connecticut Southern Railroad, Inc. is a Notice of Modified Rail Certificate being filed in accordance with 49 CFR 1150.23. Included with this notice is a motion for protective order filed pursuant to 49 C.F.R. § 1104.14(b).

The filing fee was paid using Pay.gov. Please let me know if there are any questions regarding this filing.

Sincerely,

A handwritten signature in blue ink that reads 'Justin J. Marks'.

Justin J. Marks
Counsel for Connecticut Southern Railroad, Inc.

Enclosure

FEE RECEIVED
December 23, 2025
SURFACE
TRANSPORTATION BOARD

FILED
December 23, 2025
SURFACE
TRANSPORTATION BOARD

Before the
SURFACE TRANSPORTATION BOARD

STB Docket No. FD 36893

CONNECTICUT SOUTHERN RAILROAD, INC.
– MODIFIED RAIL CERTIFICATE –

NOTICE OF MODIFIED RAIL CERTIFICATE
PURSUANT TO 49 CFR §1150.23

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*Attorneys for Connecticut Southern
Railroad, Inc.*

Dated: December 23, 2025

Before the
SURFACE TRANSPORTATION BOARD

STB Docket No. FD 36893

CONNECTICUT SOUTHERN RAILROAD, INC.
– MODIFIED RAIL CERTIFICATE–

NOTICE OF MODIFIED RAIL CERTIFICATE
PURSUANT TO 49 CFR §1150.23

Connecticut Southern Railroad, Inc. (“CSO”), a Class III railroad, files this Notice of Modified Rail Certificate pursuant to the requirements of 49 CFR §1150.23 to obtain and hold the common carrier authority to operate, as needed, the Armory Branch Rail Line (the “Rail Line”). The Rail Line is owned by the Connecticut Department of Transportation (“CTDOT”) and is comprised of three connecting segments: 1) beginning in South Windsor, Connecticut at approximately Milepost 6.77 and Station Point 1160+73 on Valuation Map 54.75-22 and continuing northerly through the Towns of South Windsor and East Windsor to the point of ending at approximately Milepost 11.99 and Station Point 885+11 on Valuation Map 54.76-17; 2) beginning in East Windsor, Connecticut at approximately Milepost 11.99 and Station Point 885+11 on Valuation Map 54.75-17 and continuing northerly through the Towns of East Windsor and Enfield to the point of ending at approximately Milepost 16.59 and Station Point 642+42 on Valuation Map 54.76-13; and 3) beginning in Enfield, Connecticut at approximately Milepost 16.59 and Station Point 642+42 on Valuation Map 54.76-13 and continuing northerly through the Town of Enfield to the point of ending at the Connecticut/Massachusetts State Line at approximately Milepost 20.24 and Station Point 449+63.31 on Valuation Map 54.76-09. Central New England Railroad, Inc. (“CZNR”) currently holds a modified rail certificate with respect to

the Rail Line and has done so since 1996. *See Central New England Railroad, Inc. – Modified Rail Certificate*, STB Finance Docket No. 32769 (served March 5, 1996).¹

Background

CSO is an existing Class III carrier that has been operating as a rail carrier since approximately 1996 and is indirectly controlled by Genesee & Wyoming Inc. CSO has entered into a Rail Freight Service Operation, License and Maintenance Agreement for the Armory Branch with CTDOT.

Notice

In accordance with 49 C.F.R. §1150.23(b), CSO hereby provides the following information:

(1) The full name and address of operator: Connecticut Southern Railroad, Inc., 440 Windsor Street, Hartford, CT 06142. CSO is an existing Class III carrier that has been operating as a rail carrier since approximately 1996.² CSO is indirectly controlled by Genesee & Wyoming Inc.³ Accordingly, it is not required to provide (i) articles of incorporation, (ii) the names and addresses of its officers and directors, or (iii) financial information.

(2) Information about the prior abandonment(s): As set forth in the CZNR Modified Certificate served by the Board on March 5, 1996, in Finance Docket No. 32769, fn 2: the Rail Line was acquired by CTDOT in three separate transactions. CTDOT acquired the

¹ CSO understands that either CZNR or CTDOT are expected to file a formal notice of termination of the CZNR modified certificate under 49 C.F.R. §1150.24.

² *Connecticut Southern Railroad, Inc. – Acquisition and Operation Exemption – Lines of Consolidated Rail Corporation*, STB Finance Docket No. 33120 (served Sept. 27, 1996).

³ *Genesee & Wyoming Inc. – Control – RailAmerica, Inc., et al.* STB Finance Docket No. 35654 (served December 20, 2012).

segment beginning in South Windsor, Connecticut at approximately Milepost 6.77 and Station Point 1160+73 on Valuation Map 54.75-22 and continuing northerly through the Towns of South Windsor and East Windsor to the point of ending at approximately Milepost 11.99 and Station Point 885+11 on Valuation Map 54.76-17 from Consolidated Rail Corporation (Conrail”) on May 11, 1995. Conrail had abandoned the segment in 1987. *See Conrail Abandonment in Hartford County, CT*, ICC Abandonment Docket No. 167 (Sub-No. 984N) (ICC served Feb. 23, 1987). CTDOT acquired the segment beginning in East Windsor, Connecticut at approximately Milepost 11.99 and Station Point 885+11 on Valuation Map 54.75-17 and continuing northerly through the Towns of East Windsor and Enfield to the point of ending at approximately Milepost 16.59 and Station Point 642+42 on Valuation Map 54.76-13 from the Penn Central Corporation. The line had been abandoned by the Penn Central Trustee in 1976 pursuant to section 308 of the Regional Rail Reorganization Act of 1973, 45 U.S.C. 744(b). CTDOT acquired the segment beginning in Enfield, Connecticut at approximately Milepost 16.59 and Station Point 642+42 on Valuation Map 54.76-13 and continuing northerly through the Town of Enfield to the point of ending at the Connecticut/Massachusetts State Line at approximately Milepost 20.24 and Station Point 449+63.31 on Valuation Map 54.76-09 from the Boston and Maine Corporation. This segment was abandoned by the Boston and Maine Corporation in 1993. *See Boston and Maine Corporation—Abandonment Exemption—In Hartford County, CT, and Hampden County, MA*, ICC Abandonment Docket No. 32 (Sub-No. 62X), and *Springfield Terminal Railway Company—Discontinuance Exemption—In Hartford County, CT, and Hampden County*, ICC Abandonment Docket No. 355 (Sub-No. 14X)(ICC served Nov. 24, 1993).

(3) The exact dates of the period of operation: The term of the CTDOT/CSO agreement extends from January 1, 2026, to December 31, 2046. The agreement between CTDOT and CSO is attached as Exhibit A.

(4) A description of the service to be performed: CSO will provide common carrier freight service over the Rail Line on the reasonable request of shipper(s). CSO also provides the following information:

(i) In totality, the Rail Line extends from South Windsor, CT at milepost 6.77 to Enfield, CT at milepost 20.24. In its segments, the Rail Line (1) begins in South Windsor, Connecticut at approximately Milepost 6.77 and Station Point 1160+73 on Valuation Map 54.75-22 and continuing northerly through the Towns of South Windsor and East Windsor to the point of ending at approximately Milepost 11.99 and Station Point 885+11 on Valuation Map 54.76-17; (2) extends in East Windsor, Connecticut at approximately Milepost 11.99 and Station Point 885+11 on Valuation Map 54.75-17 and continues northerly through the Towns of East Windsor and Enfield to the point of ending at approximately Milepost 16.59 and Station Point 642+42 on Valuation Map 54.76-13; and (3) begins in Enfield, Connecticut at approximately Milepost 16.59 and Station Point 642+42 on Valuation Map 54.76-13 and continuing northerly through the Town of Enfield to the point of ending at the Connecticut/Massachusetts State Line at approximately Milepost 20.24 and Station Point 449+63.31 on Valuation Map 54.76-09.

(ii) The Rail Line connects with other CSO rail lines.

(iii) As an operating Class III carrier, CSO maintains the liability insurance shown on the certificate of insurance attached hereto as Exhibit B.

(iv) There are no preconditions that shippers must meet to receive rail service on the Rail Line.

(5) The name and address of any subsidizers: There will be no subsidizers of CSO's service on the Rail Line.

(6) Financial Information of Subsidizers: Not applicable as there will be no subsidizers.

In accordance with 49 CFR §1150.23(c), CSO acknowledges that as a common carrier the services it offers and the applicable rates, charges and conditions of service will need to be described in tariffs adopted and published by CSO in accordance with the Board's rules.

Conclusion

Accordingly, CSO requests that the Board issue a modified rail certificate and notice allowing CSO to maintain freight operating rights with respect to the Rail Line.

Respectfully submitted,



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Dated: December 23, 2025

*Attorneys for Connecticut Southern Railroad,
Inc.*

CERTIFICATE OF SERVICE

I hereby certify that on this date a copy of the foregoing was served via first class mail on the Association of American Railroads pursuant to 49 C.F.R. § 1150.21.



Justin J. Marks

Dated: December 23, 2025

EXHIBIT A

CTDOT / CSO AGREEMENT

PUBLIC VERSION

**RAIL FREIGHT SERVICE OPERATION,
LICENSE AND MAINTENANCE AGREEMENT
FOR THE ARMORY BRANCH**

This RAIL FREIGHT SERVICE OPERATION, LICENSE AND MAINTENANCE AGREEMENT (“Agreement”) is entered into by and between the State of Connecticut Department of Transportation (“CTDOT”) and Connecticut Southern Railroad, Inc. (“RAILROAD”), a Delaware corporation, having a principal place of business at 4545 East River Road, Suite 210, West Henrietta, New York 14686. CTDOT and RAILROAD may be referred to individually each as a “Party” and collectively together as the “Parties.”

WHEREAS, CTDOT owns the rail line known as the Armory Branch, located in the municipalities of South Windsor, East Windsor, and Enfield, Connecticut;

WHEREAS, CTDOT conducted a competitive solicitation for proposals to operate common carrier rail freight service over and maintain the Rail Line (as defined below), and as a result of that process selected RAILROAD;

WHEREAS, CTDOT is authorized to enter into this Agreement pursuant to Sections 13b-34(a) and 13b-36(b) of the Connecticut General Statutes, as revised.

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

The following definitions apply to this Agreement. To the extent the definitions are set forth in the Recitals, such Recitals are incorporated by reference into the Agreement.

1.1 “Annual Report” is defined in Section 11.2.

1.2 “Capital Account” means the bank account established and maintained by RAILROAD, in accordance with Article 3.

1.3 “Capital Work” means the addition of a permanent infrastructure or new Facilities to the License Area, or an improvement to, or restoration of, some aspect of the License Area and/or the existing Facilities, as may be permitted by CTDOT during the Term, that that will enhance overall value, prolong the useful life of, or enable new or expanded use within the License Area, as determined by CTDOT in its sole discretion, including, by way of example: rail replacement; upgrading crossings and associated infrastructure; installation, replacement or improvement of safety devices such as signs, signals, warning devices, fencing, barriers, other security installations, and the like; and, in any event, excluding any work that is performed, in whole or in part, as part of Licensee’s Maintenance Work obligation.

1.4 “Catastrophic Loss” means a loss or damage to the Facilities or the License Area the repair or mitigation of which exceeds the greater of [REDACTED]

[REDACTED] from the Service from the preceding Fiscal Year.

1.5 “Certified Public Accountant” or “CPA” means an accounting professional who has earned a license from its state board of accountancy pursuant to experience and education requirements, which in Connecticut are set forth in Chapter 389 of the Connecticut General Statutes. The CPA may be an employee of RAILROAD or RAILROAD’s corporate affiliate.

1.6 “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

1.7 “COO Extension Term” is defined in Section 4.3.

1.8 “CTDOT Designated Contact” means the CTDOT employee(s) to serve as the point of contact with respect to this Agreement, as designated in writing by CTDOT from time-to-time.

1.9 “CTDOT Rail Administrator” means the CTDOT employee holding the position of Rail Administrator or his/her designee authorized to act on his/her behalf, as designated in writing by CTDOT from time-to-time.

1.10 “Cure Period” is defined in Section 10.2.

1.11 “Dispute Resolution” means the process set forth in Article 17.

1.12 “Effective Date” is January 1, 2026 or the date upon which the requirements of Section 18.1 are satisfied, whichever occurs later.

1.13 “Emergency Work” means Maintenance Work to the Facilities or within the License Area needed due to an unforeseen event, such as a natural disaster or accident (which may include a derailment), that presents a safety risk if not immediately addressed.

1.14 “Environmental Laws” means any and all laws, statutes, ordinances, rules, regulations, orders, or determinations of any federal, state or local governmental bodies, instrumentalities or agencies, including all political subdivisions of the State of Connecticut pertaining to the environment, including the federal Clean Water Act, the federal Clean Air Act, the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the federal Water Pollution Control Amendments, the federal Resource Conservation and Recovery Act of 1976, the federal Hazardous Materials Transportation Act of 1975, the federal Safe Drinking Water Act, the federal Toxic Substances Control Act, and any comparable or similar environmental laws of the State of Connecticut, all after giving effect to the Implementing Legislation.

1.15 “Equipment” means all locomotives, rolling stock and other equipment operated by RAILROAD within the License Area in connection with operating Service.

1.16 “Event of Default” is defined in Section 10.1.

1.17 “Extension Term” is defined in Section 4.2.

1.18 “Facilities” means the track, track appurtenances, ties, bridges, siding, signals, switches, crossings, buildings, and other appurtenant structures of a railroad as applicable to the Rail Line and located in the License Area.

1.19 “Fiscal Year” or “FY” means the twelve-month period beginning on January 1 and ending on December 31. The first Fiscal Year of the Term shall begin on the Effective Date and end on the following December 31.

1.20 “Force Account Work” means activities in the License Area or work to the Facilities required to support a CTDOT project or conduct rail-specific activities for the CTDOT project, that CTDOT from time to time may direct RAILROAD to perform, from time to time, in accordance with the process set forth in Article 15.

1.21 “Force Majeure” means a strike, riot, civil disturbance, insurrection, acts of terrorism, explosion, fire, lockout, epidemic, pandemic, freight embargo, material delay of the Party’s supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Party or the supplier, failure of power, failure of any connecting railroad to provide service, any order, rule or regulation of any federal or state government body, war or any Act of God, including but not limited to flooding or washouts, earthquakes or landslides or any other catastrophic event beyond either Party’s reasonable control.

1.22 “FRA” means the Federal Railroad Administration.

1.23 “Hazardous Materials” means articles or substances including, but not limited to, energy products, chemicals, hazardous wastes, and radioactive materials, which are capable of posing a risk to health, safety, property, or the environment.

1.24 “Inactive Segment” means a portion of the Rail Line from insert from MP 11.45 to MP 20.34, over which, as of the Effective Date, Service cannot operate.

1.25 “Indemnified Parties” means the State, its officers, agents, and employees.

1.26 “Initial Term” is defined in Section 4.1.

1.27 “License Area” means the property including the Rail Line and the Facilities associated with the Rail Line, all as further described in Schedule A to this Agreement.

1.28 “License Fee” means a sum equal [REDACTED] from the Service in a Fiscal Year.

1.29 “Maintenance Work” means regular or routine inspection and maintenance of the Facilities and the License Area to prevent decline or damage, and repairs to fix damage from normal use over time, including: inspection of all tracks, grade crossings, and structures on the Rail Line; replacing ties and bridge timbers; surfacing track structure; aligning rail; bolt replacement and tightening; repairing or replacing rail, switches and rail hardware such as signals and the like;

repairing crossing surfaces; repairing or replacing signs, signals, warning devices, fencing, barriers and other safety or security installations; turning worn rail; spot replacement or augmentation of ballast; maintaining proper drainage; bridge culvert maintenance and repair; vegetation management; and other, similar work.

1.30 “Official Notice” is defined in Article 16.

1.31 “Operating Certificate” means collectively documentation from the STB authorizing RAILROAD to operate the Service over the Rail Line and in the License Area.

1.32 “Operating Record(s)” is defined in Section 11.1.

1.33 “Project Authorization Letter” or “PAL” means the written document issued by CTDOT to RAILROAD authorizing the Force Account Work or Capital Work, with the approved scope of work and force account estimate of cost attached thereto, in the form attached as Schedule C-1 to this Agreement.

1.34 “Rail Line” means the Armory Branch as more particularly defined in Schedule A, and commonly referred to as the East Longmeadow Secondary or the East Windsor Secondary.

1.35 “Railroad Maintenance Work Item” or “RMWI” means the written directive issued by CTDOT to RAILROAD requiring performance of the specified Maintenance Work in the License Area or to the Facilities.

1.36 “Railroad Parties” means, as applicable, RAILROAD’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom RAILROAD is in privity of oral or written contract and RAILROAD intends for such other person or entity to perform under the Agreement in any capacity.

1.37 “Railroad Protective Services” means the provision of RAILROAD personnel, materials, and equipment in accordance with the Roadway Worker's Protective Act, 49 CFR Part 214 Subpart C, to ensure safe operations in the License Area.

1.38 “Records” means all working papers and such other information and materials as may have been accumulated by RAILROAD in performing under this Agreement including, but not limited to, data, plans, books, computations, drawings, specifications, reports, records, revenues, costs, estimates, receipts, summaries, memoranda and correspondence, kept or stored in any form.

1.39 “Revenue” means all monies generated by License Area activities as authorized by this Agreement, including without limitation, total receipts of gross revenue generated from serving freight customers in the License Area during each Fiscal Year, and exclusive of any expenditures.

1.40 “Service” means the operation of common carrier rail freight service over the Rail Line and within the License Area, including without limitation the dispatching of trains, assignment of available cars, assignment of crews, and the like.

1.41 “Support Services” means personnel, materials, and equipment provided by RAILROAD and Railroad Parties to CTDOT, its consultant(s) and contractor(s), required for a CTDOT project, including without limitation Railroad Protective Services and engineering reviews of the plans for constructing, relocating or modifying rail infrastructure necessitated by a CTDOT project.

1.42 “State” means the State of Connecticut, including CTDOT and any office, department, board, council, commission, institution or other agency or entity of the State.

1.43 “STB” means the Surface Transportation Board.

1.44 “Term” means collectively the Initial Term and, as applicable, any Extension Term and COO Extension Term.

1.45 “Termination Notice” is defined in Section 4.4.

1.46 “Work” means any performance required under, and authorized pursuant to, this Agreement, including Maintenance Work, Emergency Work, Force Account Work, Support Services, and Capital Work.

ARTICLE 2. LICENSE & PERMITTED USE

2.1 CTDOT grants to RAILROAD an exclusive license to access and use the License Area to operate Service in accordance with the Operating Certificate. If RAILROAD fails to obtain the required Operating Certificate no later than three (3) months after the Effective Date (or longer period of time as allowed by CTDOT), the right granted in this Section 2.1 shall be void, and RAILROAD shall continue to perform Work and fulfill its obligations under this Agreement until such time CTDOT submits to RAILROAD written notice of termination of the Agreement.

2.2 CTDOT grants to RAILROAD a non-exclusive license to access and use the License Area to perform Work in and to the License Area and the Facilities, subject to the terms and conditions of this Agreement.

2.3 CTDOT reserves the right to permit other non-exclusive, non-freight operating licenses and occupations in the License Area that do not impact RAILROAD’s operation of Service, such as utility occupations and the like. CTDOT shall review with RAILROAD’s chief engineer any licensed uses or occupancies proposed after the Effective Date and address any concerns regarding impact to or interference with the RAILROAD’s operation of the Service, the License Area or Facilities. Any such licensed uses or occupancies shall be installed, modified and removed, as applicable, under the reasonable instructions and supervision of RAILROAD’s chief engineer and any required RAILROAD on-site support services. CTDOT shall require licensees to compensate RAILROAD for labor costs associated with such supervision or other support services.

2.4 The Parties acknowledge and agree that while the Operating Certificate includes the entirety of the Rail Line, as of the Effective Date, the Inactive Segment does not serve existing customers and is not in condition for operation of Service. No later than two (2) years from the Effective Date, RAILROAD may present to CTDOT a written plan for the rehabilitation work

necessary to bring the Inactive Segment into a condition to safely operate Service and for financial investment by RAILROAD to perform, or arrange for performance, of such rehabilitation work. If, within five (5) years thereafter, or longer period of time as CTDOT may approve in writing, RAILROAD does not make the financial investment and complete the rehabilitation work necessary to bring the Inactive Segment into a condition to safely operate Service to identified customers, all in accordance with FRA and any other applicable legal requirements, thereafter, as may arise during the Term, RAILROAD shall cooperate and coordinate with CTDOT on potential alternate use or disposition of the Inactive Segment, as may be available, such as a railbanking request. In such event, RAILROAD shall cooperate to perform title searches and make any STB filings and, as may be required, to enter into an amendment to this Agreement. So long as the Inactive Segment remains in the License Area in its inoperable condition, nothing shall preclude RAILROAD at any time throughout the Term from proposing to CTDOT a plan of rehabilitation and financial investment.

2.5 At CTDOT's direction, RAILROAD shall cooperate with respect to any rails-with-trails or similar proposals for the Rail Line, or portions thereof, from trail developers, and assist as needed in the performance of required work, and enter into any required agreements to effectuate or accommodate the same. Nothing herein shall be construed as obligating RAILROAD to fund such trail development.

2.6 RAILROAD agrees to accept the License Area "as-is" as of the Effective Date without any obligation on the part of CTDOT to make any alterations, repairs, or additions to the License Area. RAILROAD shall be responsible for removing or disposing of any personal property on site, as of the Effective Date, as directed by CTDOT.

ARTICLE 3. CONSIDERATION & CAPITAL ACCOUNT

3.1 In consideration of the licenses granted herein, RAILROAD shall inspect and maintain the License Area and perform all Maintenance Work at no cost to CTDOT and in accordance with all requirements of this Agreement and applicable, local, State and federal law and regulations, and pay the License Fee to CTDOT. In consideration of the license granted herein, RAILROAD shall perform all Work to the satisfaction of CTDOT in accordance with the requirements of this Agreement and applicable, local, State and federal law and regulations.

3.2 Throughout the Term, RAILROAD shall deposit the License Fee into the Capital Account established pursuant to Section 3.3 on an annual basis, no later than ninety (90) days following the last day of the Fiscal Year.

3.3 The RAILROAD shall establish the Capital Account by the end of the first Fiscal Year, and maintain it throughout the Term. RAILROAD shall provide CTDOT with transparency unto the account at all times, such as balance and bank location, and shall respond promptly to CTDOT's accounting inquiries.

3.4 The RAILROAD shall maintain License Fees deposited in the Capital Account as restricted funds for the purposes of this Agreement and shall not co-mingle the License Fees with any other RAILROAD funds.

- (a) Funds deposited in the Capital Account are State revenue and shall be used to reimburse RAILROAD for Capital Work authorized by CTDOT in the License Area or for other purposes in the License Area as directed in writing by the CTDOT Rail Administrator.
- (b) RAILROAD shall submit a written request to the CTDOT Designated Contact prior to expending any funds in the Capital Account with the details of the intended use of such funds. No expenditures shall be made from the Capital Account without prior written approval of CTDOT's Rail Administrator or his/her authorized designee.

3.5 RAILROAD shall submit to CTDOT proof of payment of the License Fee into the Capital Account by submitting a copy of a bank statement showing the deposit transaction made into the Capital Account, and a statement of Revenue receipts, no later than (90) days following the last day of each Fiscal Year, throughout the Term of the Agreement. The statement(s) of Revenue receipts shall be prepared and certified, at RAILROAD's own expense, by an individual trained and qualified as a Certified Public Accountant, who may be an employee of RAILROAD or RAILROAD's corporate affiliate. Such statement shall contain the CPA's certification relative to each of the following:

- (a) The sufficiency and adequacy of all records presented by RAILROAD to the CPA to properly reflect all aspects of RAILROAD's operations under this Agreement;
- (b) The system of record keeping utilized by RAILROAD pursuant to this Agreement is in substantial accord with generally accepted accounting principles and practices; and
- (c) The amount of the payments due to CTDOT, have been computed correctly and in accordance with the terms of this Agreement and the laws of the State of Connecticut.

Along with the statement of Revenue receipts, the CPA shall provide any additional information, supporting documentation, or recommendations, that in its opinion will assist CTDOT in its review.

3.6 CTDOT reserves the right to review, examine and/or audit the Records and work papers of RAILROAD and the CPA related to this Agreement.

3.7 Any interest earned by the License Fees in the Capital Account throughout the Term shall likewise be State revenue and remain in the Capital Account.

3.8 RAILROAD may only withdraw funds from the Capital Account solely for use to reimburse eligible costs of Capital Work authorized in advance by CTDOT in accordance with Article 13, or for other purposes in the License Area as directed in writing by the CTDOT Rail Administrator.

3.9 Upon expiration of the Term or earlier termination of this Agreement, the RAILROAD shall transfer the funds in the Capital Account to CTDOT or, at CTDOT's direction, to a successor operator identified by CTDOT.

ARTICLE 4. TERM & TERMINATION

4.1 The term of this Agreement shall commence on the Effective Date and continue for twenty (20) years (“Initial Term”).

4.2 The Parties may mutually agree to extend the Initial Term of this Agreement for up to two (2) successive extension periods, each not to exceed ten (10) years (each period an “Extension Term”) upon the exchange of mutual written consent(s) signed by the authorized representative of each Party no later than thirty (30) days prior to the expiration of the Initial Term or the first Extension Term, as applicable. Such mutual written consent shall include, as deemed applicable by CTDOT: (i) all updated State contracting laws, regulations, Executive Orders, and other requirements; and (ii) all updated State insurance coverage(s) and coverage amounts, which shall become the operative requirements of this Agreement upon the commencement of the respective Extension Term.

4.3 Upon the expiration of the Initial Term or any Extension Term, as applicable, CTDOT may extend this Agreement to allow for the continuity of common carrier service on the Rail Line and maintenance of the License Area (“COO Extension Term”), with all provisions and obligations described herein remaining in full effect until either (a) a new substantially similar agreement for the purposes described herein is entered into by the Parties to replace this Agreement, or (b) a Termination Notice is issued by either Party in accordance with Section 4.4. or by CTDOT in accordance with Section 4.5. The COO Extension Term shall be effectuated by written notice from CTDOT to RAILROAD specifying the duration of the COO Extension Term, if applicable, and shall include, as deemed applicable by CTDOT: (i) all updated State contracting laws, regulations, Executive Orders, and other requirements; and (ii) all updated State insurance coverage(s) and coverage amounts, which shall become the operative requirements of this Agreement upon the commencement of the COO Extension Term. During the COO Extension Term, RAILROAD shall continue to perform its obligations under this Agreement, including without limitation its common carrier obligation to operate the Service (provided its Operating Certificate has not been terminated by the STB) and its maintenance obligations for the License Area, except that it shall not perform any Capital Work unless directed in writing by the CTDOT Rail Administrator.

4.4 Either Party shall have the right to terminate this Agreement by sending a notice of termination to the other Party (“Termination Notice”) pursuant to an Official Notice at least three hundred sixty-five (365) days prior to the effective date of termination as stated in the Termination Notice. The effective date of termination shall be subject to and automatically adjusted to meet the requirements set forth in Section 4.7.

4.5 In the event of termination of this Agreement for any reason by either Party, or the expiration of the Term, neither Party shall be permitted to interfere with the Service. RAILROAD shall continue to operate the Service under the terms of this Agreement until either (a) a successor agreement to replace this Agreement is entered into by the Parties, or (b) a notice is issued by CTDOT indicating the date upon which RAILROAD shall cease to operate the Service, which notice may indicate that CTDOT has engaged another entity to provide common carrier rail freight service over the License Area and take over as the operator in accordance with Section 4.7. RAILROAD, upon being notified of CTDOT’s intent to contract with a new operator, shall

cooperate with CTDOT, the STB, and any new operator to provide a smooth transition and prevent any interruption of common carrier rail freight service.

4.6 RAILROAD shall, after receiving notice described in Section 4.5(b), timely complete the appropriate filings, applications, approvals or other actions required to be taken by RAILROAD with the STB, at its own expense, necessary to transfer the common carrier obligation and all other associated rights and permissions to the new operator designated by CTDOT. If RAILROAD fails to timely take such actions and timely file required documentation with the STB, CTDOT shall be authorized to take such actions on behalf of RAILROAD to discontinue or terminate its operations and seek authority to engage a new operator to provide Service. RAILROAD shall reimburse CTDOT for all costs associated with any STB filing and/or hearing, including, but not limited to, filing fees, reasonable attorneys' fees and all other costs associated with any STB proceeding and the preparation, thereof.

4.7 Termination of this Agreement by either Party shall be conducted in such manner necessary to timely meet any and all STB regulatory requirements or those of any other applicable governmental or regulatory authority as well as to ensure continued, uninterrupted common carrier rail service to customers in and along the License Area. The Parties agree to cooperate in any actions necessary to transfer the common carrier obligations of RAILROAD to the new operator in a timely manner, as applicable. Consistent with that transfer, the effective date of termination as stated in the Termination Notice under this Article may be postponed to coincide with the completion of regulatory requirements or commencement of operations by a successor operator pursuant to an Operating Certificate issued by the STB. During the pendency, RAILROAD shall continue to perform its obligations under this Agreement but shall not perform any Capital Work unless directed by CTDOT.

4.8 Upon termination of this Agreement for any reason, subject to the foregoing postponement set forth in Section 4.7, RAILROAD will vacate the License Area, remove all of its personal property from the License Area at its own expense prior to the effective date of termination, leaving the License Area in as good or better condition as when it took occupancy, reasonable use excepted, and hereby agrees that no relocation benefits of any kind will be paid to RAILROAD by CTDOT.

ARTICLE 5. USE OF LICENSE AREA & OPERATION OF SERVICE

5.1 RAILROAD shall access and use the License Area solely for the purposes of:

- (a) Operating Service over the License Area;
- (b) Performing Work; and
- (c) Conducting inspections of the License Area, the Rail Line and the Facilities.

5.2 In operating Service over the License Area, RAILROAD shall:

- (a) Determine the frequency of Service;

- (b) Provide Service only when the track and trackage structure meets or exceeds the applicable FRA track safety standards in accordance with 49 CFR Part 213;
- (c) Provide at least thirty (30) days prior written notice to CTDOT if RAILROAD intends to increase, decrease, or discontinue Service;
- (d) Inspect and maintain active and passive warning devices at rail crossings in compliance with FRA regulations;
- (e) Publish a tariff specifying the rates, fares, charges, classifications, rules, and the like for its Service trains;
- (f) Promptly notify CTDOT in writing of any embargo imposed on traffic to, from, or within the License Area, including the effective date and reason of such embargo;
- (g) Meet with CTDOT, no less frequently than annually, to review RAILROAD's operations, at a time and place designated by CTDOT;
- (h) Obtain RAILROAD's Operating Certificate as required by the STB, and submit to CTDOT a copy of the same, prior to commencement of common carrier freight service in the License Area. Further, in connection therewith, RAILROAD shall:
 - (1) notify CTDOT of its intent to apply, revise, or terminate its Operating Certificate at least thirty (30) days prior to undertaking coordination of the same with the STB;
 - (2) provide a copy of the Operating Certificate, and other related notices and documents published by the STB in conjunction with any revisions, to CTDOT with ten (10) days after the STB decision; and
 - (3) no later than thirty (30) days prior to expiration of the Term or earlier termination of the Agreement as applicable, RAILROAD shall comply with all requirements to terminate, or transfer, as applicable, its Operating Certificate; and
- (i) Comply with all federal and state regulations, as applicable, including but not limited to regulations imposed by the FRA and the STB.

5.3 RAILROAD shall not operate passenger trains over the Rail Line.

ARTICLE 6. INSPECTION, MAINTENANCE & EMERGENCY WORK

6.1 Track and Track Structure. Throughout the Term, RAILROAD shall perform all inspection, Maintenance Work and Emergency Work of all tracks on the Rail Line and ensure compliance with all applicable regulations, including, but not limited to, track safety standard regulations set forth in 49 CFR Part 213.

- (a) RAILROAD shall maintain the Rail Line at a condition to permit operation of the Service in compliance with FRA Class 1 Track Safety Standards as provided in 49 CFR Part 213. If, during the Term, the track is rehabilitated to standards higher than FRA Class 1 Track Safety Standards, RAILROAD shall maintain the track to such higher standards.

- (b) In the event of a derailment, RAILROAD shall be responsible for re-railing all derailed cars and lading and repairing the track to return the track of the Rail Line to the level of service and FRA class in existence prior to the derailment.
- (c) RAILROAD shall conduct inspections of the Rail Line as required by the FRA Track Safety Standards provided in 49 CFR Part 213, Subpart F. RAILROAD shall maintain track inspection records as provided in 49 CFR Part 213, and track inspection records and reports shall be made available for review upon request by CTDOT or any other federal, state, or local agency with jurisdiction over track safety. Each track inspection report shall include the name of inspector, milepost limits of inspection, nature and location of all FRA track defects, and corrective action taken, and date completed. RAILROAD shall provide to CTDOT copies of defect reports that it sends to the FRA, including with respect to any uncorrected defects, as determined by the FRA, RAILROAD's explanation and expected date for corrective action and verification of subsequent correction upon completion, all as submitted to the FRA.

6.2 Grade Crossings. Throughout the Term, RAILROAD shall perform all inspection of, and Maintenance Work and Emergency Work to all crossings on compliance with grade crossing safety regulations set forth in 49 CFR § 234, and in accordance with the requirements of this Section.

- (a) RAILROAD shall perform Maintenance Work for grade crossings on the Rail Line to maintain a state of good repair, including, without limitation, repair or patching of the surface with hot or cold mix, repair of broken rails, repair or replacement of cross timbers, redriving lags, and repair or replacement of crossbucks, and for compliance with 49 CFR Part 234, including implementation of an emergency notification system for telephonic reporting of unsafe conditions at highway-rail and pathway grade crossings in accordance with 49 CFR Part 234, Subpart E, and highway-rail and pathway crossing inventory reporting, in accordance with 49 CFR Part 234, Subpart F.
- (b) RAILROAD shall perform all inspections in the License Area required pursuant to applicable law and regulations. CTDOT may conduct observations of conditions of grade crossings on the Rail Line and provide copies of the observation reports to RAILROAD. As part of its obligation to perform Maintenance Work, RAILROAD shall correct any defects or unsafe conditions in grade crossings identified by CTDOT'S observations.
- (c) RAILROAD shall notify CTDOT at least sixty (60) days in advance of any planned rehabilitation or replacement of grade crossings on the Rail Line and, prior to such notice, shall not develop construction plans, execute any construction contracts, or undertake work by RAILROAD personnel. With such notice, RAILROAD shall provide to CTDOT engineering, construction, and public coordination plans developed by RAILROAD for construction, rehabilitation, or replacement of grade crossings, and CTDOT reserves the right to review and approve the same, prior to RAILROAD undertaking such actions. CTDOT shall have fourteen (14) days from receipt of RAILROAD's notice to respond with comments or objections for RAILROAD to address. If CTDOT submits no response within the 14 day period, then RAILROAD may proceed with such work.

- (d) RAILROAD may perform Emergency Work on grade crossings without prior approval by CTDOT in the case of an emergency or to address defects posing an immediate safety hazard. RAILROAD shall provide to CTDOT written notice of the Emergency Work, including a description of the defect(s) and corrective actions, within seven (7) calendar days after completion.

6.3 Bridge Inspection & Maintenance. RAILROAD shall comply with all applicable federal and state regulations regarding bridge inspection, including, without limitation, 49 CFR § 237 and the requirements of this Section.

- (a) RAILROAD shall conduct inspections of all railroad bridges (as defined in 49 CFR § 237.5) on the Rail Line in accordance with 49 CFR Part 237, Subpart E. RAILROAD shall perform bridge repairs required for operation of its Service including, at minimum, cleaning of drift, erosion control, repair of existing walkway boards and handrails, prevention of ballast erosion, adjustment of shims and replacement/re-spiking of deck ties, repair of minor pier damage and scour, replacement of bolts, removal of scale from the rail, and remediation of graffiti containing profanity, hate speech or content that is discriminatory, vulgar, or obscene, that relates to gang or criminal activity (as identified by CTDOT or a State or municipal law enforcement agency and upon notice to RAILROAD), or that is otherwise determined by RAILROAD or CTDOT to be offensive.
- (b) CTDOT will remain responsible for the underlying bridge structure and its maintenance and repair, and RAILROAD shall cooperate with and, as needed, support CTDOT maintenance and repair. CTDOT may maintain and repair the bridges in a condition to support the Service at its sole discretion or after coordination with RAILROAD, may remove bridges from Service at its sole discretion.
- (c) With CTDOT prior written approval, RAILROAD at its own expense may undertake repairs to a bridge in order to keep it in, or return it to, Service. RAILROAD shall submit a proposed scope of work to CTDOT for review and written approval prior to commencing bridge repairs.
- (d) RAILROAD shall ensure that any engineering and design plans and documents required pursuant to this Agreement are prepared, signed and sealed by a Connecticut Licensed Professional Engineer or Architect, as applicable, in accordance with applicable State of Connecticut law and regulations. RAILROAD shall submit such engineering plans and documents to CTDOT for review and approval before commencing any construction or installations designed therein. Upon request, RAILROAD shall provide copies of any as-built design plans to CTDOT.
- (e) RAILROAD shall perform bridge repairs in compliance with all applicable regulations including without limitation 49 CFR § 237. All plans developed by RAILROAD for bridge repairs shall be submitted for review and approval by CTDOT.
- (f) CTDOT reserves the right to require changes to RAILROAD's design plans prior to approval, to inspect the bridge repair work, and approve placing the repaired bridge

into Service. In review, inspection and approval activities, CTDOT assumes no responsibility for the adequacy of RAILROAD's repair work or identification of any defects in the Work. RAILROAD shall remain fully responsible for the performance any Work in accordance with all requirements of this Agreement.

- (g) Prior to resuming Service on a bridge(s) after repair, RAILROAD shall submit to CTDOT for review and approval inspection reports from a qualified railroad bridge engineer (as provided in 49 CFR § 237, Subpart C) verifying that the bridge meets all conditions for safe operation of Service.
- (h) CTDOT shall immediately notify RAILROAD of any unsafe operating conditions identified by inspections of underlying bridge structure pursuant to subsection (b) of this Section.
- (i) RAILROAD shall immediately notify CTDOT of any unsafe operating conditions identified during its bridge inspections pursuant to subsection (a) of this Section and mitigate such condition before resuming operations on the Rail Line.
- (j) CTDOT may direct RAILROAD to perform certain repair tasks identified by CTDOT including, without limitation, those in connection with CTDOT's bridge safety program. The scope of work and compensation to RAILROAD shall be memorialized way of a Project Authorization Letter.

6.4 Signals and Switches. RAILROAD shall comply with all federal and State regulations relating to signals and switches on the Rail Line and in the License Area, including, without limitation, 49 CFR Parts 218, 234, and 236. With respect to any signal crossings located on the Rail Line or portions thereof that are not in service, RAILROAD shall maintain signals in a condition to support public safety or, at the direction of, or with the prior review and approval of, CTDOT, decommission the signals at such crossings in accordance with all applicable requirements. In no event shall RAILROAD be required as part of Maintenance Work to add new signals to an out-of-service public crossing.

6.5 Culverts and Drainage. RAILROAD shall comply with all federal and state regulations governing culvert and drainage systems along the Rail Line within the License Area, and perform regular inspection and maintenance activities to keep in a state of good repair, including but not limited to, cleaning culvert ingress and egress, patching of culvert separations and minor scour, periodic ditching, erosion, and vegetation control as needed.

6.6 Erosion Control. RAILROAD shall perform required maintenance and repair to prevent erosion and repair any damage resulting from erosion, including repair of minor shoulder slips, placement or reposition of rip rap along stream banks, and the like.

6.7 Vegetation Management. RAILROAD shall comply with all federal and State regulations with respect to vegetation management and conduct a vegetation management program in the License Area approved by CTDOT, including, without limitation, spraying an approved herbicide along the Rail Line no less frequently than once every two (2) years, clearing of vegetation obstructions at grade crossings, removal of downed trees and branches encroaching on the track,

removal of vegetation obstructing drainage, clearing of brush and vegetation as necessary to keep all culverts and drainage pipes clean and free flowing, and cutting of brush as required to maintain at least five (5)-foot clearance beyond the end of the ties where practicable.

6.8 Signage and Markings. RAILROAD shall install within the License Area all signage and markings of the Rail Line required in connection with the Service by, and pursuant to, applicable federal, state and local law and regulation and the Service timetable and operating rules, and shall maintain the same throughout the Term. Such signage and markings shall include, without limitation, mileposts, whistle posts, foul point markings, crossing circuit markings, close clearance signage, switch targets, crossbucks, and station signage.

6.9 Equipment. RAILROAD shall inspect and maintain all Equipment used within the License Area in accordance with appropriate FRA regulations and standards. On an annual basis, RAILROAD shall provide CTDOT with copies of RAILROAD's inspection records, inspection records and reports prepared by federal railroad safety agencies, and correspondence between RAILROAD and federal railroad safety agencies regarding the results of such inspections.

6.10 The removal of rail or track, when being removed and reinstalled as part of Maintenance Work, shall not be considered Capital Work, as determined by CTDOT in its sole discretion, when:

- (a) The removal and reinstallation of rail or track will not impact the ability of the Railroad to provide the Service; and
- (b) the removal and reinstallation of track will not create a condition which causes any segment of the Rail Line to be removed, disconnected or otherwise impassable by rail for a period exceeding seven (7) consecutive days.

6.11 RAILROAD shall provide to CTDOT at least thirty (30) days prior written notice of any planned Maintenance Work that will impact the ability of the Railroad to provide the Service or cause any segment of the Rail Line to be removed, disconnected or otherwise impassable by rail for a period exceeding seven (7) consecutive days.

6.12 In performing Maintenance Work, RAILROAD shall request prior approval from CTDOT to remove track, track structures, and track appurtenances; provided that RAILROAD replaces the removed materials with those of equal or better condition. In reviewing and approving such request, CTDOT may direct RAILROAD to use the proceeds from the sale of the removed materials to offset the costs of replacement materials being installed and associated Maintenance Work or an alternate disposition, such as transferring the removed materials for use in another State-owned rail line.

6.13 CTDOT may at any time issue a RMWI to RAILROAD for the performance of Maintenance Work, and RAILROAD shall comply with the same within the time period set forth in the applicable RMWI, which in no event shall be less than fourteen (14) days, and which CTDOT may reasonably agree to extend in order to RAILROAD to complete performance. RAILROAD shall confirm in writing to CTDOT that it has completed the RMWI. RAILROAD's failure to timely complete performance of the RMWI will be an Event of Default.

ARTICLE 7. Standards for Performance of Work

- 7.1 RAILROAD shall perform all Work in accordance with the following, as applicable:
- (a) State and federal statutes and regulations, including but not limited to, Track Safety Standards, 49 CFR Part 213, and RAILROAD Bridge Safety Standards, 49 CFR Parts 213 and 237, as may be revised from time to time;
 - (b) The American Railway Engineering and Maintenance-of-Way Association (“AREMA”) published standards and best practices for railway engineering including, but not limited to, the AREMA Manual for Railway Engineering (2023) and the AREMA Communications & Signals Manual (2023), as may be revised from time to time;
 - (c) CTDOT’s “Standard Specifications for Roads, Bridges, Facilities and Incidental Construction Form 819” and its supplemental specifications issued by CTDOT (2025), as may be revised from time to time; and
 - (d) FHWA Manual on Uniform Traffic Control Devices, Eleventh Edition (2022), as may be revised from time to time.

In case of multiple provisions in this Section addressing the same subject matter, the provision containing additional details or more stringent requirements will control. In case of a conflict where it is not possible to comply with the requirements of multiple provisions, the federal statutes and regulations shall control.

7.2 In performing Work, RAILROAD shall use materials identical or substantially similar to those being replaced. RAILROAD shall request prior written approval from CTDOT in order to use alternative materials that substantially differ from those being replaced, but are of comparable quality.

7.3 RAILROAD shall provide to CTDOT copies of any safety violations issued by the FRA or any other federal, state, or local agency, within seven (7) calendar days after issuance of the violation. RAILROAD shall provide to CTDOT a plan and schedule of corrective actions to be undertaken within thirty (30) calendar days after issuance (or longer period of time as may be approved by CTDOT) and a written record of completion of corrective action(s) taken within seven (7) calendar days of completion.

7.4 RAILROAD shall comply with all applicable federal, state and local, laws, rules, regulations and ordinances, now or hereafter made with respect to the License Area, and RAILROAD shall indemnify, defend, and hold CTDOT harmless from any fines, penalties or costs for violation of or noncompliance with the same.

7.5 RAILROAD’s use of the License Area shall be subject and subordinate to any rules or regulations promulgated by CTDOT from time to time applicable to the License Area whether or not said rules or regulations are attached to or included in this Agreement.

7.6 RAILROAD shall be obligated to maintain the License Area in good, clean and safe condition, as determined by CTDOT in its sole discretion. RAILROAD shall be responsible for the costs of all repairs, replacements, deterioration or damages to the License Area and the improvements thereon occasioned by negligent or willful acts or omissions of RAILROAD and the Railroad Parties and such replacements or repairs shall be of a quality or class comparable to the original work or installations. RAILROAD shall pay any and all costs incurred by CTDOT for making such repairs, replacements or upkeep within ten (10) days of CTDOT's written demand. The obligations of this provision shall survive the expiration or early termination of this Agreement.

7.7 RAILROAD shall include the substance of this Article in all agreements with contractors performing Work in the License Area and ensure compliance by its contractor(s).

ARTICLE 8: REQUIRED INSURANCE

8.1 RAILROAD shall secure and maintain throughout the Term, and shall require its contractor(s) performing in connection with this Agreement to secure and maintain for the duration of performance, the following minimum insurance coverages, at no cost to CTDOT.

- (a) RAILROAD LIABILITY INSURANCE (applicable to RAILROAD) or COMMERCIAL GENERAL LIABILITY INSURANCE (applicable to contractor(s)) including Contractual Liability Insurance, Independent Contractors, Premises and Operations, Products and Completed Operations and Broad Form Property Damage coverages with a total limit of liability of not less than [REDACTED] for all damages arising out of bodily injuries to, or death of, all persons and/or damage to any property in any one accident or occurrence, and subject to that limit per accident, a total (or aggregate) limit of [REDACTED] for all damages arising out of bodily injuries to, or death of, all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.
- (b) AUTOMOBILE LIABILITY INSURANCE which covers all motor vehicles, including those owned, hired or non-owned, which are used in connection with this Agreement with a [REDACTED] combined single limit per accident for bodily injury, or death of, all persons and/or damage to any property in any one accident or occurrence. If RAILROAD does not own an automobile, but one is used in the execution of the Agreement, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the Agreement, then automobile coverage is not required.
- (c) (1) When work is performed by RAILROAD's contractor, RAILROAD shall require its contractor to carry Railroad Protective Liability Insurance with coverage limits of not less than [REDACTED] per occurrence for all damages arising out of any one accident or occurrence in connection with bodily injury to, or death of, all persons or injury to or destruction of property, and, subject to that limit per accident, an aggregate limit of [REDACTED] for all injuries to persons or property during the policy period, and with all entities falling within any of the following named as insured parties: (i) the owner of the railroad right-of-way, (ii) the

owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, (iv) the State of Connecticut, and (v) any other party with an insurable interest. If such insurance is required, RAILROAD shall ensure that its contractor obtains the minimum coverage indicated above and submits evidence of such to RAILROAD and CTDOT prior to the commencement of the Work. RAILROAD shall ensure that its contractor maintains the minimum coverage until the Work is accepted by CTDOT;

(2) When work is performed by RAILROAD with its own forces, RAILROAD shall carry Railroad Force Account Insurance with coverage limits of not less than [REDACTED] single limit for all damages arising out of bodily injury to, or death of, all persons in any one accident or occurrence, and for damages to, or destruction of, property including the loss of use thereof in any one accident or occurrence. Subject to that limit per accident or occurrence, the policy shall provide an aggregate coverage of [REDACTED] for all damages during the policy period. This RAILROAD Force Account Insurance requirement may be met by RAILROAD Liability Insurance which extends to force account/1st part coverage. If RAILROAD demonstrates to CTDOT's satisfaction that its Railroad Liability Insurance policy provided pursuant to Section 8.1(a) meets all requirements in this subsection (c)(2), RAILROAD may satisfy the requirements of this subsection by increasing the minimum coverage limits of its Railroad Liability Insurance policy accordingly to [REDACTED] per occurrence and [REDACTED] for all damages so as to cover the inclusion of Railroad Force Account Insurance.

(d) WORKERS' COMPENSATION (OR FEDERAL EMPLOYER'S LIABILITY ACT INSURANCE), if applicable, in accordance with the requirements of the laws covering all applicable employees based on their primary place of business and of the State of Connecticut. Such Workers Compensation insurance coverage shall include Employer's Liability Insurance with limits of no less than:

- (1) [REDACTED] for each employee or incident (bodily injury by accident);
- (2) [REDACTED] Disease – Policy limit (bodily injury by disease); and
- (3) [REDACTED] Disease for each Employee (bodily injury by disease).

If RAILROAD is considered a railroad subject to the provision of the Federal Employers Liability Act (FELA), rather than providing Workers' Compensation Insurance under Connecticut law, RAILROAD shall provide FELA coverage with the minimum limit of [REDACTED] per occurrence. RAILROAD may provide such FELA coverage under its Railroad Liability policy provided RAILROAD demonstrates to CTDOT's satisfaction that its Railroad Liability Insurance policy provided pursuant to subsection (a) meets all requirements in this subsection (d). In such event, RAILROAD may satisfy the requirements of this subsection by increasing the minimum coverage limits of its Railroad Liability Insurance policy accordingly by an additional [REDACTED] per occurrence so as to cover the inclusion of FELA coverage.

(e) PROFESSIONAL LIABILITY INSURANCE (ERRORS AND OMISSIONS) in the event RAILROAD and/or any of its contractors provide any architecture, engineering, design, accounting, legal or other professional services under or in connection with this Agreement, Work, and/or with regard to the License Area, each person and entity providing such services shall be duly licensed and maintain Professional Liability coverage, at such party's sole cost and expense, in an amount not less than [REDACTED] per occurrence. In the case of any engineer, architect, or other design professional, each such policy must be kept in effect for a period of seven (7) years after substantial completion of the Work on or for which any such services are rendered; otherwise, the professional involved shall maintain such coverage for a period for at least three (3) years following completion of its services. If coverage is procured by any professional on a claims-made basis, the retroactive date must be the date prior to the professional's commencement of any work under or pursuant to this Agreement or the project to which it relates, whichever is earlier.

8.2 All products and completed operations coverage required to be maintained by RAILROAD and its contractors shall continue to be maintained for at least three (3) years following final acceptance of their work.

8.3 Except as otherwise provided to the contrary in this Article 8, any insurance required by this Agreement may be obtained by means of any combination of primary and umbrella coverages and by endorsement and/or rider to a separate or blanket policy and/or under a blanket policy in lieu of a separate policy or policies; provided that RAILROAD shall deliver a certificate of insurance of any said separate or blanket policies and/or endorsements and/or riders evidencing to CTDOT that the same complies in all respects with the provisions of this Agreement, and that the coverages, and the protection afforded to CTDOT, thereunder are at least equal to the coverages and protection which would be provided under a separate policy or policies procured solely for the License Area and/or the work, if any, to be performed by RAILROAD or its contractors.

8.4 The Indemnified Parties shall be named as additional insureds under any and all coverages maintained pursuant to subsections (a) and (b) of Section 8.1 as well as any umbrella or excess liability insurance which provides coverage over and above such insurance.

8.5 Upon RAILROAD's execution of this Agreement and on or before the tenth (10th) business day preceding every subsequent anniversary of the Effective Date, RAILROAD shall submit, and shall require its contractors to submit, to CTDOT one (1) or more certificates of insurance evidencing that RAILROAD and its contractors have obtained the insurance required by this Article. Each certificate of insurance shall be in such form as is supplied or approved by CTDOT, fully executed by an insurance company or companies satisfactory to CTDOT, and shall specify the amounts of deductibles, if any, for each type of coverage in the policy or policies. Deductibles shall not exceed amounts approved by an authorized representative of the State in writing.

8.6 RAILROAD shall produce, and shall require its contractors to produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by CTDOT. In providing said policies, RAILROAD and/or its contractors, as appropriate, may redact

provisions of any policy that are clearly proprietary. If, at any time during the Term, including any extension, of this Agreement, RAILROAD or its contractors shall fail to provide any such insurance documentation within five (5) business days period, or duly maintain (or ensure that its contractors maintain) all required insurance coverage in full force and effect, then CTDOT, in addition to any other remedies it may have, all of which are reserved for CTDOT, may either immediately terminate this Agreement or procure or provide alternate insurance coverage and charge RAILROAD the cost thereof, which amounts shall then be promptly paid by RAILROAD to CTDOT. Copies of all required insurance policies shall be retained by RAILROAD until three (3) years after the expiration of the Term of this Agreement.

8.7 Each policy of insurance maintained pursuant to this Agreement shall be written to provide at least those coverages provided under standard forms therefore as have been approved the State of Connecticut's Insurance Commissioner. Each such policy also shall not be subject to cancellation unless notice is given to CTDOT, in the manner set forth in Article 16 for providing Official Notice, at least thirty (30) days prior to the date of cancellation.

8.8 All of RAILROAD's and its contractors' insurers shall be licensed to do business in the State of Connecticut and be rated A-(VIII) or better by the latest edition of A. M. Best's Rating Guide or, if such guide is no longer available, any generally recognized replacement therefor. All insurance required hereunder (other than errors and omissions coverages) shall be written on "occurrence" basis (as opposed to "claims made") basis.

8.9 RAILROAD and its contractors shall be fully and solely responsible for and thus shall pay any and all costs and expenses as a result of any and all coverage deductibles. None of RAILROAD's or its contractors' insurers shall have any right of subrogation or recovery against CTDOT or any of the other Indemnified Parties, all of which rights are hereby waived by RAILROAD. All insurance maintained by RAILROAD and its contractors shall be primary and noncontributory and shall not be in excess of any other insurance.

8.10 Nothing herein shall preclude any party from procuring and maintaining, at such party's sole cost and expense, such additional insurance coverage as such party deems desirable or appropriate, provided, however, that all liability insurance maintained by RAILROAD or its contractors which covers the License Area and/or any work to be performed under this Agreement shall name each of the Indemnified Parties as an additional insured. Any insurance maintained by the State shall be in excess of any and all insurance maintained by RAILROAD and/or its contractors, and shall not contribute with it.

8.11 RAILROAD shall neither do, nor allow its contractors to do, anything (or fail to do anything) whereby any of the insurance required by the provisions of this Article 8 shall or may be invalidated in whole or in part. In the event that any of RAILROAD's employees or contractors so acts (or fails to act), then RAILROAD shall promptly use commercially reasonable efforts to eliminate that condition.

8.12 CTDOT reserves the right to update the required insurance coverage(s) and minimum coverage amounts set forth in Section 8.1 on each five (5) year anniversary of the Effective Date throughout the Term, by sending the updated requirements by Official Notice in accordance with Article 9 no later than thirty (30) days prior to the applicable five (5) year anniversary date. In

such event, RAILROAD shall submit an updated certificate of insurance to CTDOT no later than five (5) business days prior to such anniversary date, and failure to do so will be deemed an Event of Default. At any time, as applicable, if RAILROAD requests permission to conduct additional activities in the License Area in connection with its maintenance responsibilities (which request may be approved or denied by CTDOT at its sole option, and which request may require an amendment to this Agreement), CTDOT shall have the right to review and revise the insurance requirements applicable to RAILROAD and, as applicable, its contractors, as determined in its sole discretion, and to make adjustments to the types and amounts of, and terms pertaining to, insurance coverages required under this Article during the applicable periods of work, which CTDOT will set forth in a writing approving RAILROAD's request sent by Official Notice. RAILROAD shall secure and maintain any updated insurance coverages, as required by CTDOT, and in accordance with any and all applicable sections of this Article.

8.13 Unless requested otherwise by CTDOT, RAILROAD, its contractors and their insurers shall waive sovereign immunity as a defense and shall not use the defense of sovereign immunity in the adjustment of Claims or in the defense of any suit brought against them or any Indemnified Parties, unless, and then only if and when, approved in writing by CTDOT, which approval may be withheld in its sole and absolute discretion.

8.14 The failure of CTDOT, at any time or from time to time, to enforce compliance with the provisions of this Article concerning insurance coverage shall not constitute a waiver of those provisions nor in any respect reduce the obligation of RAILROAD to indemnify, defend and hold and save harmless CTDOT and the Indemnified Parties. Likewise, the limits of coverage of any insurance purchased by RAILROAD or its contractors shall not in any way limit, reduce or restrict their obligations under any indemnification, defense, and save and hold harmless provisions stated in this Agreement or other contracts.

8.15 RAILROAD shall assume and pay all costs and billings for premiums and all charges earned and payable under all insurance that is maintained by it.

8.16 The provisions of this Article shall be incorporated and made a part of each contract or other agreement which RAILROAD enters into under or in connection with this Agreement or the License Area with any third party (which shall include a contractor, any person engaged to perform work on or at, or which is allowed to conduct business on or from or to otherwise use or occupy, any portion of the License Area) appropriately modified to reflect the relationship of the parties; provided, however, that all references to, and all rights and protections afforded to the State, as provided in this Article, shall remain unchanged. If any contractor does not maintain, and demonstrates that it cannot reasonably be expected to obtain, the levels or types of coverage required by this Article, RAILROAD may request CTDOT to approve different levels and/or types of coverage for such contractor. CTDOT may withhold its approval of any such request in its sole and absolute discretion. Additionally, no such approval shall be effective unless approved in writing by the Secretary of the State's Office of Policy and Management and the State's Director of Insurance and Risk Management.

8.17 The provisions of this Article shall survive the expiration or earlier termination of this Agreement, as the same may be extended and in any holdover period.

ARTICLE 9. ENTRY BY STATE EMPLOYEES, CONTRACTORS AND CONSULTANTS

9.1 State employees, and contractors and consultants performing work for the State, shall have the right to enter the License Area pursuant to applicable requirements in this Article, and RAILROAD authorizes and consents to the entry, provided that for all events entrants comply with applicable safety rules with respect to the portion of the License Area and the activities and the direction of RAILROAD protective personnel on site. CTDOT will provide prior notice to RAILROAD of entry by State employees, contractors and consultants, and in consideration of the rights granted under this Agreement, RAILROAD shall support such entry, including without limitation by providing Support Services.

9.2 In the event that a State contractor or consultant require entry to the License Area in order to perform work for the State and/or in connection with a State project, RAILROAD shall issue a Temporary Access Permit, in the form attached as Schedule B to this Agreement, under which the State contractors and consultants shall be obligated to meet all the requirements stated therein. RAILROAD shall provide required Support Services to State contractors and consultants pursuant to such Temporary Access Permit. RAILROAD shall not charge any application or review fees in connection with such Temporary Access Permit and may be entitled to compensation by State contractors or consultants for RAILROAD's direct labor costs reasonably incurred in providing Support Services in accordance with Schedule B.

9.3 Entry by State employees shall not be subject to a Temporary Access Permit and any costs incurred by RAILROAD in connection with providing required Support Services to State employees shall not be reimbursable by CTDOT. With respect to entry by State consultants performing oversight activities on behalf of the State, such as inspecting the License Area and RAILROAD activities pursuant to this Agreement, RAILROAD may require such State consultants to enter into a Temporary Access Permit with RAILROAD; provided that such State consultant's Temporary Access Permit is:

- (a) in the form of Schedule B, excluding
 - (i) reimbursement to RAILROAD of its Support Services costs set forth in Section 13,
 - (ii) Sections 13(a) through (c),
 - (iii) Section 14,
 - (iv) Sections 17(g) through Section 17(j), and
 - (v) Attachments 1, 2 and 3; and

- (b) issued for the duration of the State consultant's agreement with the State.

Provided the requirements in this Section are met, upon reasonable prior notice, RAILROAD shall authorize and consent to the entry by personnel of CTDOT and its consultants upon the License Area. By way of any inspection activities, the State or its consultants shall not assume any responsibility for the adequacy of, or identification of any defects in, any Work. RAILROAD shall remain fully responsible for its performance under this Agreement in accordance with all applicable requirements.

ARTICLE 10. DEFAULT

10.1 For the purposes of this Agreement, a failure to make any payment or perform any other covenant or condition of this Agreement on the part of RAILROAD to be performed or a breach of a representation or warranty by RAILROAD shall be deemed an “Event of Default.” Without limiting the foregoing, it shall be an Event of Default in the event of RAILROAD’s (a) bankruptcy or insolvency, (b) the suspension of RAILROAD’s operations by a regulatory authority (such as the STB or FRA) over the Rail Line, or material portion thereof, impacting Service, or (c) any serious emergency condition caused by RAILROAD’s negligent acts or omissions in performing under this Agreement, which CTDOT has substantial reason to believe cannot be cured, as determined by CTDOT in its sole reasonable discretion.

10.2 Upon the occurrence of any Event of Default, CTDOT shall give Official Notice to RAILROAD specifying such default. Following its receipt of such notice, RAILROAD shall have thirty (30) days to cure the default specified in the notice (“Cure Period”); provided, however, that if such default is reasonably susceptible of cure but not within such Cure Period, as determined by CTDOT in its sole reasonable discretion, and RAILROAD commences such performance within such Cure Period and thereafter diligently pursues such performance, then CTDOT may extend the Cure Period for a reasonable period of time to allow RAILROAD to complete such performance, but such Cure Period shall not exceed sixty (60) days after receipt of such notice. If RAILROAD fails to cure the Event of Default within the Cure Period, as determined by CTDOT in its sole reasonable discretion, CTDOT may send a Termination Notice by way of Official Notice to RAILROAD with an immediate effective date of termination subject to the requirements in Section 4.7.

10.3 In the event of termination for an Event of Default that RAILROAD fails to cure, RAILROAD shall promptly, without delay, seek all authorizations and approvals from the STB to discontinue or terminate its Service in the License Area to coincide with the effective date of termination. If RAILROAD fails to timely do so, CTDOT is hereby authorized to take all such actions on RAILROAD’s behalf and to seek authority to engage a new operator to provide Service. RAILROAD shall not oppose any such actions and shall reimburse CTDOT for all costs associated with any STB filing and/or hearing including, but not limited to, filing fees, reasonable attorneys’ fees and all other costs associated with any STB proceeding and the preparation, thereof.

10.4 Upon the occurrence of an Event of Default due to RAILROAD’s bankruptcy or insolvency, the suspension of RAILROAD’s operations by a regulatory authority (such as the STB or FRA) over the Rail Line, or material portion thereof, impacting Service, or other serious emergency condition caused by RAILROAD’s negligent acts or omissions in performing under this Agreement which CTDOT has substantial reason to believe cannot be cured, CTDOT may send Termination Notice by way of Official Notice to RAILROAD notwithstanding the requirements of Section 10.2, specifying the default with an immediate effective date of termination subject to the requirements in Section 4.7.

ARTICLE 11. REQUIRED OPERATING RECORDS AND REPORTING

11.1 Within thirty (30) days after the Effective Date (or longer period of time as may be permitted by CTDOT), RAILROAD shall submit to CTDOT all documents related to its Service

operations, including without limitation:

- (a) Timetables;
- (b) Track Charts;
- (c) Bulletin Orders;
- (d) General Orders;
- (e) Notices; General, Division, and otherwise;
- (f) Special Instructions;
- (g) Operating Rulebooks;
- (h) Safety Rulebooks;
- (i) Air Brake and Train Handling Rulebooks;
- (j) Hazardous Materials Rulebooks;
- (k) Emergency Response Guidebook; and
- (l) Tariff and Pricing Related Materials,

(each an “Operating Record” and collectively the “Operating Records”). Throughout the Term, RAILROAD shall submit to CTDOT on quarterly basis, all Operating Records that were updated or revised in the respective quarterly period.

11.2 Throughout the Term, RAILROAD shall submit an annual report to CTDOT no later than ninety (90) days after the end of each Fiscal Year, which shall contain, at a minimum, the following information and details (“Annual Report”):

- (a) Updated contact information for RAILROAD;
- (b) Identification of the current version in effect for any and all Operating Records;
- (d) A complete copy of RAILROAD’s gross receipts, including a detailed record of those revenues attributable to providing Service in the License Area;
- (e) A report of all freight traffic within the License Area from the date of RAILROAD’s submission of any previous Annual Report through the date of RAILROAD’s submission of the current Annual Report. The first Annual Report shall include a report of all freight traffic within the License Area from the Effective Date through the date of RAILROAD’s submission of its first Annual Report. This report of all freight traffic within the License Area shall include:
 - (1) A breakdown of all freight traffic originating or terminating within the License Area. Details must include: customer name, the location of the customer within the License Area, commodities shipped by rail, number of inbound loads and empties listed by commodity, number of outbound loads and empties listed by commodity and estimated frequency of service, and

- (2) As applicable, a breakdown of all freight traffic running through, but not originating or terminating within the License Area. Details must include: customer name, number of loaded cars by commodity and number of empty cars by commodity;
- (f) A report summarizing all Work performed in or on the License Area or Facilities since the date of submission of any prior Annual Report through the date of RAILROAD's submission of the current Annual Report. The first Annual Report shall include a report summarizing all Work from the Effective Date through the date of RAILROAD's submission of its first Annual Report;
- (g) A report summarizing all Work planned in or on the License Area or Facilities from the date of submission of each Annual Report up and through the 12-month period following each anniversary of the Effective Date throughout the Term; and
- (h) A report identifying all Railroad Maintenance Work Items issued to RAILROAD since the date of submission of any prior Annual Report through the date of RAILROAD's submission of the current Annual Report detailing the status of each RMWI including, but not limited to, noting whether each RMWI has been resolved or remains outstanding. This report shall include details and an expected timeframe for completion for any outstanding RMWIs. This report shall also include any RMWIs that remain outstanding, along with details and an expected timeframe for completion of such, regardless of when the RMWI was received by RAILROAD. The first Annual Report shall include any RMWIs that have been received by RAILROAD since the Effective Date.

11.3 In the event of an accident occurring in the License Area, Licensee shall immediately notify CTDOT's designee by phone. No later than five (5) days thereafter, Licensee shall confirm oral notice in writing in accordance with Article 16 and comply with all other requirements under federal or State law, including without limitation Connecticut General Statutes § 13b-324(b), as may be revised.

11.4 No later than February 1 of each calendar year throughout the Term, Licensee shall provide CTDOT with a copy of its vegetation management plan required pursuant to Connecticut General Statutes § 22a-66a(j), as may be revised. RAILROAD shall notify CTDOT no later than twenty-one (21) days prior to any pesticide application.

11.5 RAILROAD shall promptly provide CTDOT with any additional documents, records and/or other materials relating to the License Area or Facilities upon request by CTDOT, regardless of whether such documents, records, and/or materials are referenced in this Agreement.

11.6 CTDOT reserves the right to request, review and receive copies of, and RAILROAD correspondingly agrees to provide, any additional documents, Records and other materials requested not expressly mentioned herein, related to the License Area and Facilities covered under this Agreement.

11.7 The requirements of this Article 11 shall not be subject to Dispute Resolution.

ARTICLE 12. TRAINING

12.1 RAILROAD shall develop and maintain all such training programs, manuals and related documents which are required by the FRA for the operation and maintenance of the Rail Line and common carrier rail service. RAILROAD shall provide complete copies of all training programs, manuals and related documents pertaining to the License Area shall be provided to CTDOT in accordance with the requirements set forth in Section 11.1 for Operating Records.

12.2 RAILROAD shall provide all training pursuant to all applicable Federal regulations or FRA requirements to adequately qualify RAILROAD employees for all activities necessary to conduct common carrier freight operations and maintain the License Area. RAILROAD shall provide to CTDOT, upon request, which shall be made no more frequently than quarterly: (a) documentation of all rules, training and other qualification classes to be held in furtherance of this Section; and (b) a list of employees, such list being inclusive of their qualification(s) on the License Area, date of qualification(s), and date of when renewal is needed.

12.3 RAILROAD shall, upon CTDOT request, provide advance notice to CTDOT of the time and place of all rules, training and other qualification classes to be held in accordance with this Article and shall permit representatives of CTDOT to attend said classes to obtain qualifications pertaining to the License Area.

ARTICLE 13: CAPITAL WORK & CAPITAL ASSETS

13.1 RAILROAD shall request and obtain prior written approval from the CTDOT Rail Administrator before performing any Capital Work to the Facilities or in the License Area, regardless of the funding source for such Capital Work. RAILROAD's request shall include detailed plans, a detailed scope of work, and any supporting information reasonably requested by CTDOT.

13.2 In order for Capital Work for which CTDOT approves RAILROAD's incurred costs, in whole or in part, to be eligible for reimbursement from the Capital Account, it shall be memorialized in a Project Authorization Letter in the form substantially similar to that set forth in Schedule C-1 attached to this Agreement. All such Capital Work shall be subject to the applicable requirements of Schedule C, as determined by CTDOT in its sole reasonable discretion. Upon receipt of a written notice to proceed from CTDOT, RAILROAD shall commence to perform the Work in accordance with the terms of the PAL, Schedule C, and this Agreement

13.3 In the event RAILROAD performs unauthorized Capital Work, RAILROAD shall, at the direction of CTDOT, remove any unauthorized Capital Work, in whole or in part, and restore the License Area to its previous condition at RAILROAD's sole cost and expense.

13.4 Capital Work performed to the License Area shall become part of the Rail Line and its Facilities, and upon completion, RAILROAD shall maintain such throughout the Term as part of its obligations under and in accordance with this Agreement.

13.5 In no event, shall RAILROAD remove or retire any capital assets, such as track, sidetrack, or the like, without prior request to, and receipt of prior written approval from, CTDOT.

13.6 RAILROAD shall not sell, trade or otherwise profit from the removal of any capital asset, such as track, track structures, appurtenances, and the like, from the License Area, without CTDOT's prior review and written consent. CTDOT shall have sole discretion as to the disposition of any capital asset that RAILROAD removes from the License Area, including without limitation, placement in another State-owned rail line or its sale. CTDOT may direct RAILROAD to sell such assets, and CTDOT shall be the sole beneficiary of the proceeds of any sale with sole discretion as to disposition of the proceeds, including directing RAILROAD to place the proceeds in the Capital Account, accounted for separately from the License Fee, or otherwise submit the proceeds to CTDOT.

13.7 RAILROAD may request in writing to CTDOT that RAILROAD be allowed to salvage unneeded track, track structures, or track appurtenance and deposit the proceeds from the sale of such items in the Capital Account. RAILROAD's written request shall contain the reasons why the track or track structures are no longer needed for the Service, an estimation of the net liquidation value of the items to be salvaged, and a detailed description of any proposed Capital Work to be performed with the proceeds from the salvaging. Only upon receipt of written permission from CTDOT, which it may issue in its sole reasonable discretion, may RAILROAD commence with the salvaging of materials and depositing of the proceeds.

13.8 This Article 13 shall not be subject to Dispute Resolution.

ARTICLE 14. FORCE MAJEURE, EMERGENCY WORK, AND CATASTROPHIC LOSS

14.1 In the event that either Party shall be delayed, hindered in or prevented from the performance of any act required under this Agreement by reason of a Force Majeure, then that Party's performance of such act shall be excused for the period during which such conditions shall continue to exist.

14.2 In the event a of a loss to Facilities or damage to the License Area that present a safety risk if not immediately addressed, RAILROAD shall immediately perform the Emergency Work required to eliminate the safety risk and replace such loss or repair such damage.

14.3 In the event that it is determined by CTDOT in its sole discretion that such loss or damages amounts to a Catastrophic Loss, RAILROAD shall only be obligated to perform Emergency Work in the License Area at its expense up to the Catastrophic Loss amount. CTDOT may require RAILROAD to perform repairs above the Catastrophic Loss amount as Capital Work or Force Account Work pursuant to the applicable requirements of this Agreement.

ARTICLE 15. FORCE ACCOUNT WORK

15.1 Throughout the Term, upon request by CTDOT, RAILROAD shall perform Force Account Work to support a CTDOT project impacting the License Area and that requires Support Services of RAILROAD. Force Account Work may include design review, provision of flagging and protective services, construction inspection, performance of construction or installations with RAILROAD forces or by engaging contractor(s), and other Support Services required for the

Project as more particularly specified in the applicable Project Authorization Letter and its scope of work.

15.2 Upon CTDOT request, RAILROAD shall prepare and submit to CTDOT a detailed scope of the Force Account Work required to support the CTDOT project and Force Account Estimate. RAILROAD shall make any changes requested by CTDOT.

15.3 CTDOT will issue a PAL to RAILROAD in the form substantially similar to that set forth in Schedule C-1 attached to this Agreement. The PAL shall be addressed to RAILROAD's designee and signed by an authorized representative of CTDOT. The PAL shall attach the approved scope and not exceed the cost estimate for the Force Account Work, and include any small business enterprise ("SBE") or other set-aside goal assigned to the PAL. In order for the terms of the Project Authorization Letter to become effective and binding on the Parties, RAILROAD's designee must return the signed PAL to the CTDOT Designated Contact by the deadline set forth in the PAL. The signature of RAILROAD's designee on the PAL shall constitute RAILROAD's agreement to be bound by the terms of the PAL, and the PAL shall become effective on the date the countersigned PAL is received by CTDOT.

15.4 Upon receipt of a written notice to proceed from CTDOT, RAILROAD shall commence to perform the Work in accordance with the terms of the PAL, Schedule C, and this Agreement.

ARTICLE 16. OFFICIAL NOTICE

16.1 Any Official Notice from one Party to the other Party, in order for such notice to be binding thereon, shall:

(a) Be in writing addressed to:

(i) When CTDOT is to receive Official Notice:

Bureau of Public Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
Newington, CT 06111
Attn: Bureau Chief

AND

Rail Administrator
Connecticut Department of Transportation
Office of Rail
4 Brewery Street, 4th Floor
New Haven, Connecticut 06511;

with a copy to:

Agency Legal Director
Connecticut Department of Transportation
2800 Berlin Turnpike
Newington, CT 06111

(ii) When RAILROAD is to receive Official Notice:

Connecticut Southern Railroad, Inc.
4545 East River Road, Suite 200
West Henrietta, NY 14686
Attention: President

with a copy to:

Genesee & Wyoming Inc.
General Counsel
20 West Avenue
Darien, CT 06820
LegalNotices@gwrr.com

- (b) Be delivered to the address recited herein in person, by the U.S. Postal Service by certified mail, return receipt requested, by electronic means with evidence of delivery and receipt, or by recognized overnight courier (that provides confirmation of delivery); and
- (c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

16.2 The term “Official Notice” as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the Party(ies) as well as any document(s) including any electronically produced versions provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or Agreement in which this “Official Notice” specification is contained.

16.3 Further, it is understood and agreed that nothing hereinabove contained shall preclude the Parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular Party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

ARTICLE 17. DISPUTE RESOLUTION

17.1 With respect to disputes between the Parties arising out of or relating to the performance of their respective obligations under the Agreement and subject to Section 17.3 below, the Parties shall attempt in good faith to promptly resolve any dispute or controversy by negotiation.

17.2 Either Party may give the other Party written notice of any dispute not resolved in the normal course of business, specifically referring to this Article 17, delivered in accordance with Article 16. The receiving Party shall promptly submit to the other a written response. The notice and the response shall each include a statement of the Party’s position and a summary of arguments supporting that position. If deemed appropriate, the Parties shall meet at a mutually acceptable time and place, and, thereafter, as often as they reasonably deem necessary, to attempt to resolve the dispute. The Parties agree that in efforts to resolve disputes, all reasonable requests for relevant information made by one Party to the other will be honored. The Parties shall attempt to negotiate

resolutions within thirty (30) days after the date that the written notification of a dispute is received by the receiving Party.

17.3 If the issue is not resolved after meeting or if the Parties fail to meet for whatever reason, the matter shall automatically elevate to CTDOT's Bureau Chief for the Bureau of Public Transportation and RAILROAD's designated executive management level representative to attempt to resolve the dispute. If such Bureau Chief and designated RAILROAD representative are unable to reach agreement as to the resolution of the disputed issue(s), the Parties reserve all other remedies under the Agreement and at law.

ARTICLE 18. APPROVALS & COMPLIANCE WITH APPLICABLE LAWS

18.1 This Agreement is subject to approval by the Secretary of the Office of Policy and Management of the State of Connecticut and the Attorney General of the State of Connecticut and shall not be effective until all such approval signatures have been obtained.

18.2 RAILROAD shall comply with, and ensure that any contractor(s) it engages to perform in connection with this Agreement comply with:

- (a) All State, federal, and local law, regulations, and ordinances applicable with respect to its access and use of the License Area and the Facilities, including but not limited to FRA regulations;
- (b) State of Connecticut Required Provisions attached as Schedule D to this Agreement;
- (c) Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d-2000d-4), all requirements imposed by the regulations of the United States Department of Transportation issued in implementation thereof (49 CFR Part 21 and 28 CFR § 50.3), and the Title VI Contractor Assurances attached as Schedule E to this Agreement;
- (d) CTDOT Affirmative Action Program Requirements (rev July 2022) attached as Schedule F to this Agreement, as may be revised; and
- (e) The Americans Disabilities Act of 1990 ("Act"), Public Law 101-336. RAILROAD represents that it is familiar with the terms of this Act. Failure of RAILROAD to satisfy this standard as the same applies to its use of the License Area during the term of the Agreement, will render the Agreement voidable at the option of CTDOT upon Official Notice to RAILROAD. RAILROAD warrants that it will hold CTDOT harmless and indemnify and defend CTDOT from any liability which may be imposed upon CTDOT as a result of any failure of RAILROAD to be in compliance with this Act, as the same applies to performance under this Agreement.

18.3 The failure by CTDOT to require RAILROAD's compliance with any of the terms and conditions of this Agreement or waiver by CTDOT of any RAILROAD breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

18.4 If any term or provision of this Agreement or its application to any person, entity or circumstance shall, to any extent, be found to be federally preempted or be held to be invalid or unenforceable, the remainder of the Agreement or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be federally preempted or be invalid or unenforceable. Each remaining term and provision of the Agreement shall be valid and enforced to the fullest extent possible by applicable law.

ARTICLE 19. ASSIGNMENT OR SUBLICENSING

19.1 RAILROAD shall not transfer or assign this Agreement in whole or in part.

19.2 RAILROAD shall not sublicense any portion of the License Area without the prior written consent of the CTDOT Rail Administrator, and as applicable, written amendment to the Agreement.

19.3 Other than RAILROAD's vendors, contractors and consultants engaged in connection with performance of its obligations under this Agreement and operation of the Service, RAILROAD shall not allow others to access or use the License Area, unless otherwise allowed by CTDOT with prior written approval of the CTDOT Rail Administrator.

19.4 CTDOT shall make the final determination as to the granting or transfer of existing, new, or additional sublicenses, rights, and/or privileges (including subsurface rights) affecting the Rail Line and Facilities and the fees and costs associated therewith. Any work performed pursuant to such sublicenses shall not interfere with the Service and shall be performed under the supervision and reasonable instructions of RAILROAD's chief engineer in order to prevent interference with the Service.

ARTICLE 20. ELECTRONIC SIGNATURES

20.1 This Agreement may be executed by electronic signatures and such electronic signatures shall be deemed to be the original signatures of the Parties.

20.2 This Agreement may be signed in counterpart copies, all of which taken together shall constitute but one and the same document and single binding agreement. The Parties agree that executed counterparts may be transmitted by electronic means and that such counterparts shall be treated as originally executed instruments.

ARTICLE 21. ENTIRE AGREEMENT

21.1 This Agreement constitutes, when fully executed and approved as indicated, the entire agreement between CTDOT and RAILROAD and shall supersede all previous communications, representations, or agreements, either oral or written, between CTDOT and RAILROAD with respect to the subject matter hereof.

[Signature pages follow.]

The Parties have executed this Agreement by their duly authorized representatives on the date indicated.

**STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
Garrett Eucalitto, Commissioner**



Richard T. Jankovich
Rail Administrator
Duly Authorized

12/04/2025
Date

CONNECTICUT SOUTHERN RAILROAD, INC.



Brian McClain
President
Duly Authorized

11/25/2025
Date

Approved:
OFFICE OF POLICY AND MANAGEMENT

Paul Hinck

12/18/2025

Approved:
WILLIAM TONG, ATTORNEY GENERAL

 Digitally signed by Jeffrey Zeman
Date: 2025.12.18 13:52:57 -05'00'

Jeffrey Zeman
Assistant Attorney General

SCHEDULE A
Armory Branch Rail Line

ALL THAT PORTION of the Armory Branch acquired by the State of Connecticut from the Consolidated Rail Corporation by Deed under File No. 132-110-001, beginning in South Windsor, Connecticut at approximately Milepost 6.77 and Station Point 1160+73 on Valuation Map 54.75-22 and continuing northerly through the Towns of South Windsor and East Windsor to the point of ending at approximately Milepost 11.99 and Station Point 885+11 on Valuation Map 54.76-17, having a variable width, encompassing approximately 5.22 linear miles;

ALL THAT PORTION of the Armory Branch acquired by the State of Connecticut from the Penn Central Corporation by Deed under File No. 7001-MISC-0213, beginning in East Windsor, Connecticut at approximately Milepost 11.99 and Station Point 885+11 on Valuation Map 54.75-17 and continuing northerly through the Towns of East Windsor and Enfield to the point of ending at approximately Milepost 16.59 and Station Point 642+42 on Valuation Map 54.76-13, having a variable width, encompassing approximately 4.60 linear miles; and

ALL THAT PORTION of the Armory Branch acquired by the State of Connecticut from the Boston and Maine Corporation by Deed under File No. 048-166-001, beginning in Enfield, Connecticut at approximately Milepost 16.59 and Station Point 642+42 on Valuation Map 54.76-13 and continuing northerly through the Town of Enfield to the point of ending at the Connecticut/Massachusetts State Line at approximately Milepost 20.24 and Station Point 449+63.31 on Valuation Map 54.76-09, having a variable width, encompassing approximately 3.65 linear miles,

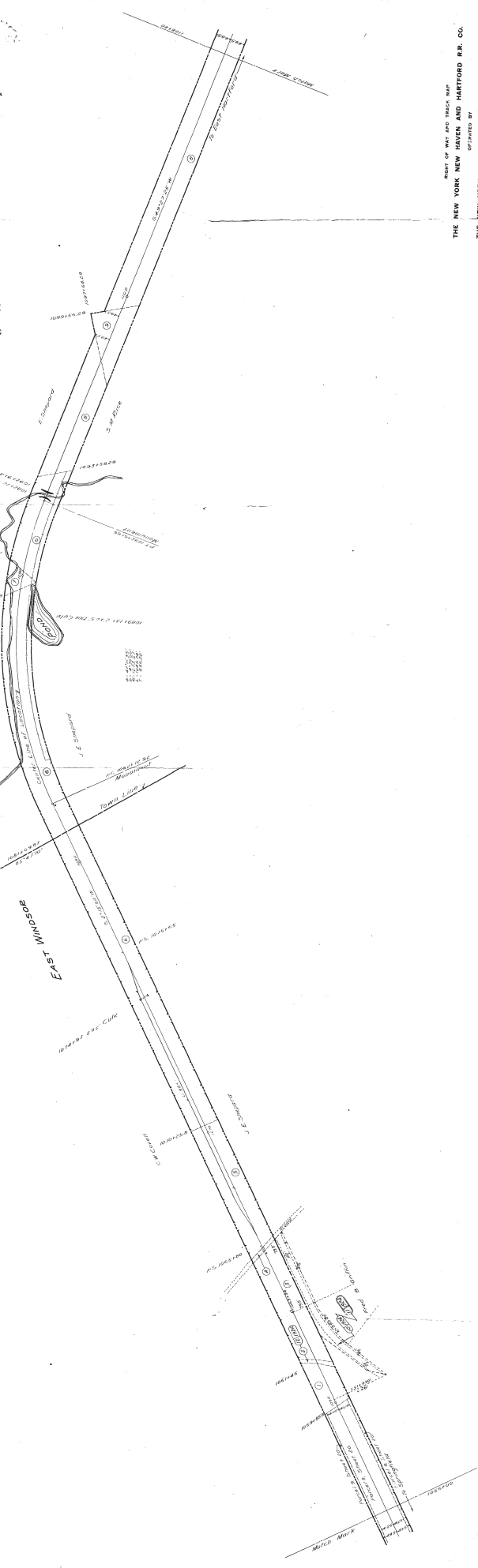
with such Valuation Maps attached as Schedule A-1, and collectively with a TOTAL DISTANCE OF APPROXIMATELY 13.47 LINEAR MILES.

SCHEDULE OF TITLE
SUBSEQUENT TO JUNE 30, 1915

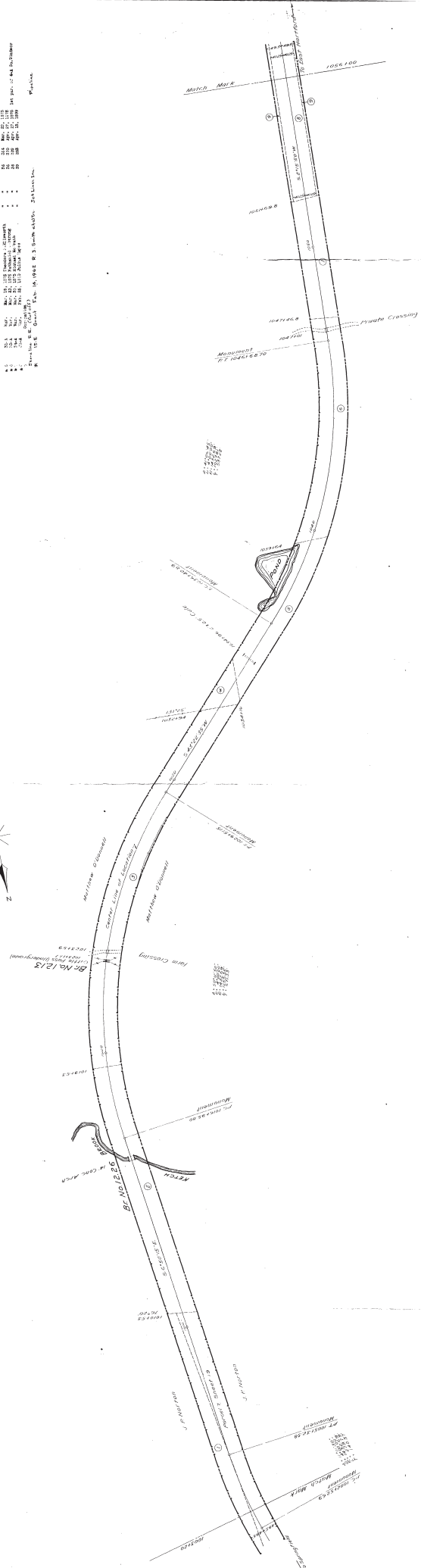
REMARKS: The title is subject to the rights of the New York New Haven and Hartford R.R. Co. to use the land for the purpose of the construction of a new line of railroad from the station at East Hartford to the station at East Windsor. The title is also subject to the rights of the State of Connecticut to use the land for the purpose of the construction of a new line of railroad from the station at East Hartford to the station at East Windsor.

Table with 4 columns: Station, Mileage, Date, and Remarks. It lists stations from East Hartford to East Windsor with corresponding mileages and dates.

Table with 4 columns: Station, Mileage, Date, and Remarks. It lists stations from East Hartford to East Windsor with corresponding mileages and dates.



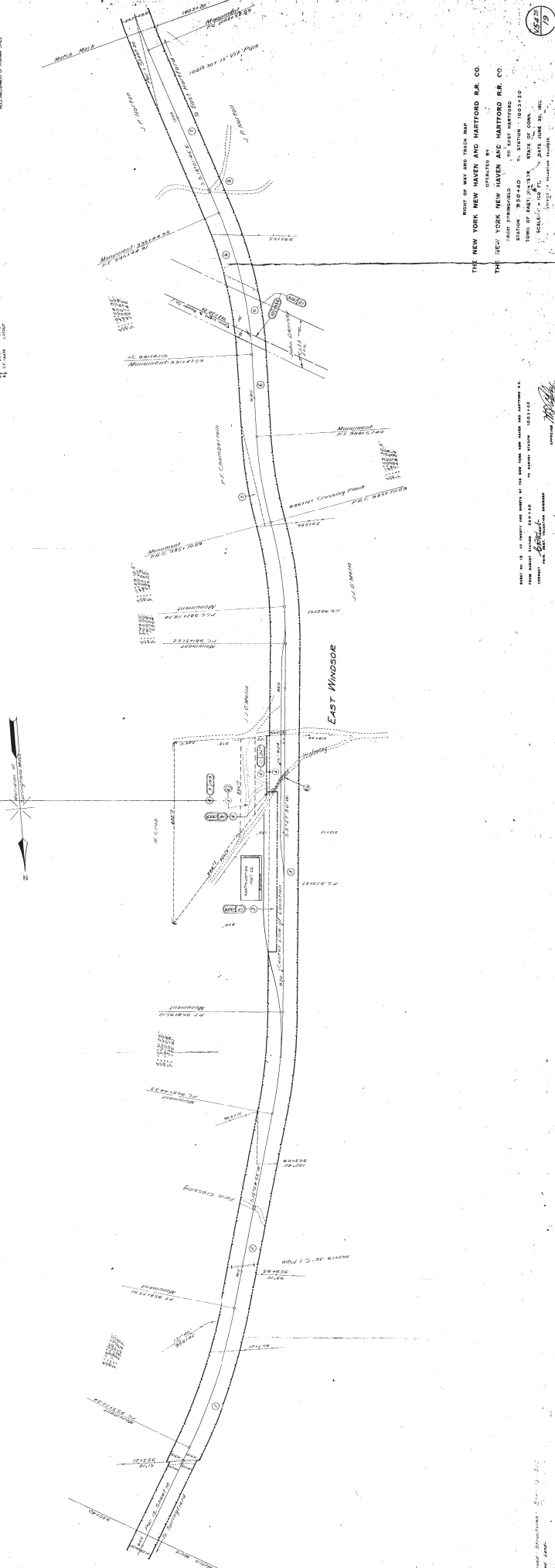
THE NEW YORK NEW HAVEN AND HARTFORD R.R. CO.
THE NEW YORK NEW HAVEN AND HARTFORD R.R. CO.
FROM SPRAWFIELD TO EAST HARTFORD
STATION, EAST HARTFORD, STATE OF CONNECTICUT
SCALE: ONE INCH = ONE HUNDRED FEET
DATE: JUNE 30, 1915
DRAWN BY: [Signature]
CHECKED BY: [Signature]

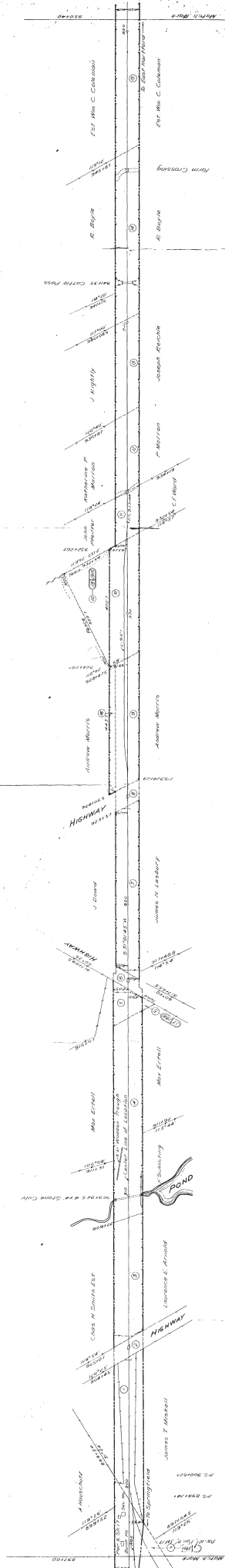


SCHEDULE OF TITLE SUBSEQUENT TO JUNE 30, 1915.

[illegible]

SCHEDULE OF TRAIL									
K.A.B. - Springfield, Mo. - Days 10									
DATE		TIME		PLACE		OFFICIALS		REMARKS	
DAY	MONTH	YEAR	HOUR	MIN	SEC	NAME	ADDRESS	PHONE	NOTES
1	10	1955	10:00	00	00	1000	1000	1000	1000
2	11	1955	11:00	00	00	1100	1100	1100	1100
3	12	1955	12:00	00	00	1200	1200	1200	1200
4	13	1955	13:00	00	00	1300	1300	1300	1300
5	14	1955	14:00	00	00	1400	1400	1400	1400
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7	16	1955	16:00	00	00	1600	1600	1600	1600
8	17	1955	17:00	00	00	1700	1700	1700	1700
9	18	1955	18:00	00	00	1800	1800	1800	1800
10	19	1955	19:00	00	00	1900	1900	1900	1900
11	20	1955	20:00	00	00	2000	2000	2000	2000
12	21	1955	21:00	00	00	2100	2100	2100	2100
13	22	1955	22:00	00	00	2200	2200	2200	2200
14	23	1955	23:00	00	00	2300	2300	2300	2300
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16	25	1955	25:00	00	00	2500	2500	2500	2500
17	26	1955	26:00	00	00	2600	2600	2600	2600
18	27	1955	27:00	00	00	2700	2700	2700	2700
19	28	1955	28:00	00	00	2800	2800	2800	2800
20	29	1955	29:00	00	00	2900	2900	2900	2900
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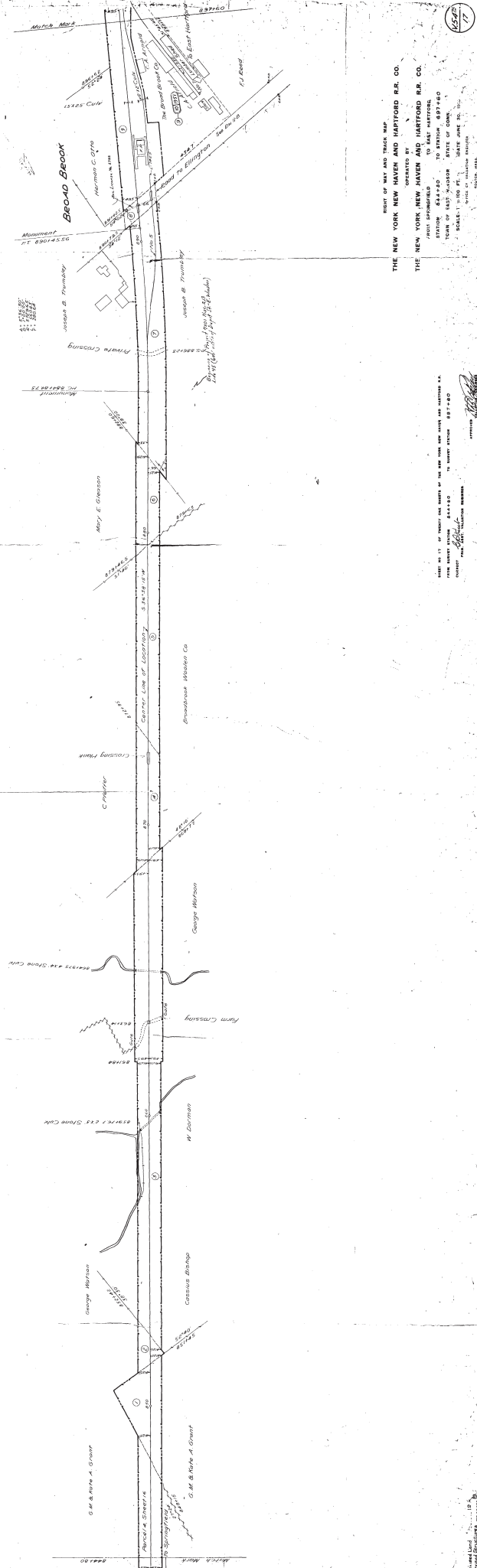
[illegible][illegible]

RIGHT OF WAY AND TRACK MAP
THE NEW YORK NEW HAVEN AND HARTFORD R.R. CO.
OPERATED BY
THE NEW YORK NEW HAVEN AND HARTFORD R.R. CO.

SHEET NO 18 O WINTY ONE BARTN OF TWO NEW YORK NEW JERSEY AND MARYLAND E.S.
 JOHN STREET STATION 897+60
 [SURVEY S.A. 108] 820+40
 CORRECT "ALL VALUATION UNITS"
E. C. Clark

4542

66160

[illegible]

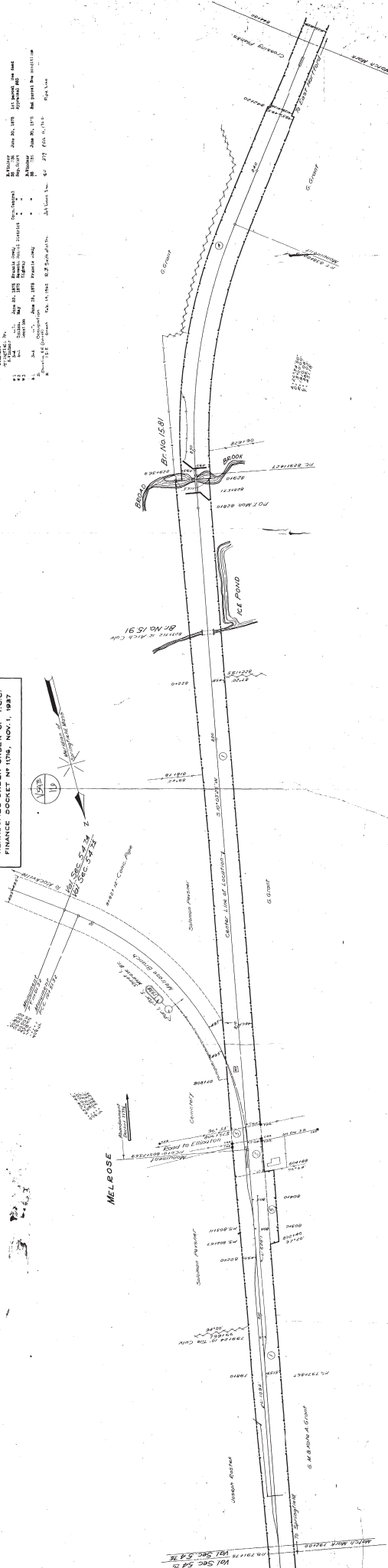
RIGHT OF WAY AND TRACK MAP
THE NEW YORK NEW HAVEN AND HARTFORD R.R. CO.
OPERATED BY
THE NEW YORK NEW HAVEN AND HARTFORD R.R. CO.
/FOOT SPERMIDGEO
STATION 64.4+20 TO EAST HARTFORD
STATION 64.7+60
TOWN OF EAST WADSWORTH STATE OF CONN.
SCALE: 1" = 100 FT. DATE: JUNE 30, 1904
OFFICE OF THE ENGINEER
HARTFORD, CONN.

SHEET NO 17 OF TWENTY ONE SHEETS OF THE NEW YORK NEW JERSEY AND MARYLAND R.R.
FROM SURVEY STATION 0+4+0.0 TO SURVEY STATION 0+7+0.0
CORRECT *BAK* FROM 1881 VALUATION REVISION
APPROVED *W. H. [Signature]*

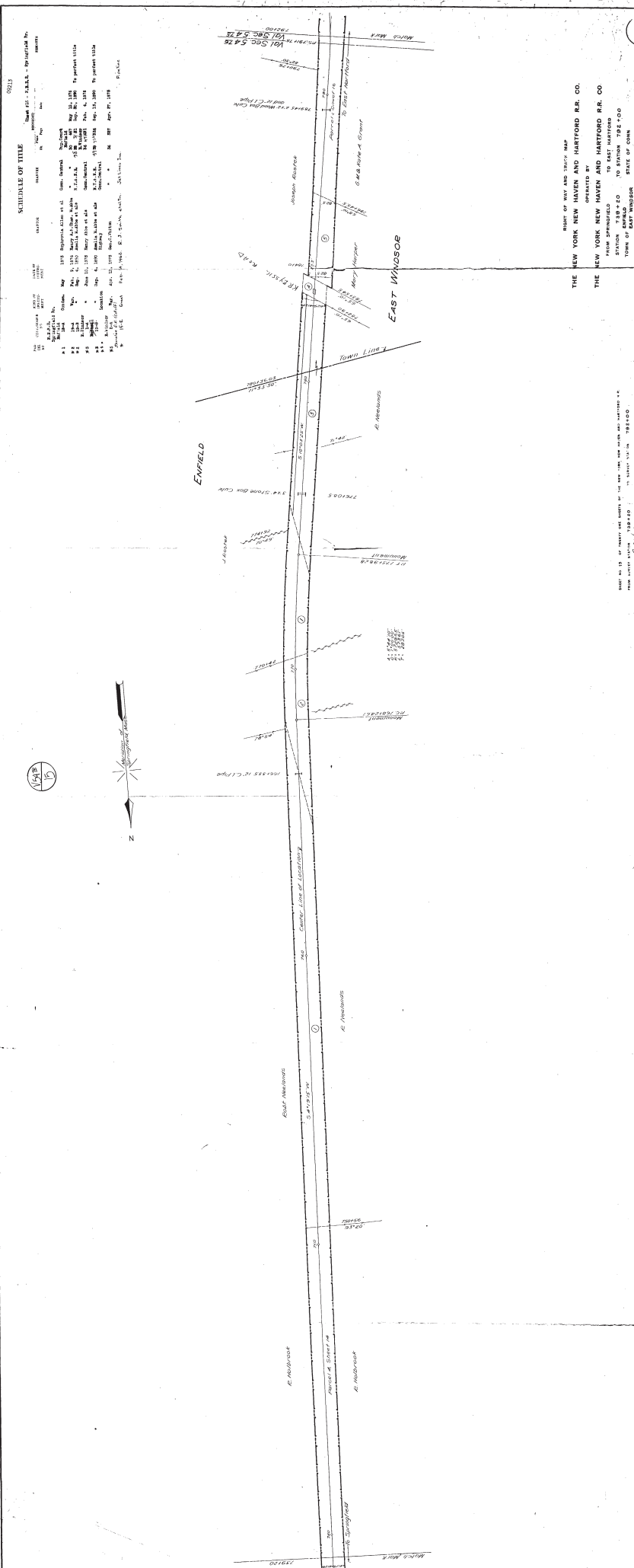
ABANDONMENT
FROM STATION 0+0
SOUTHERN TO STATION 175+0
ABANDONMENT OF THE
FINANCE DOCKET NO 1216, NOV. 1, 1937

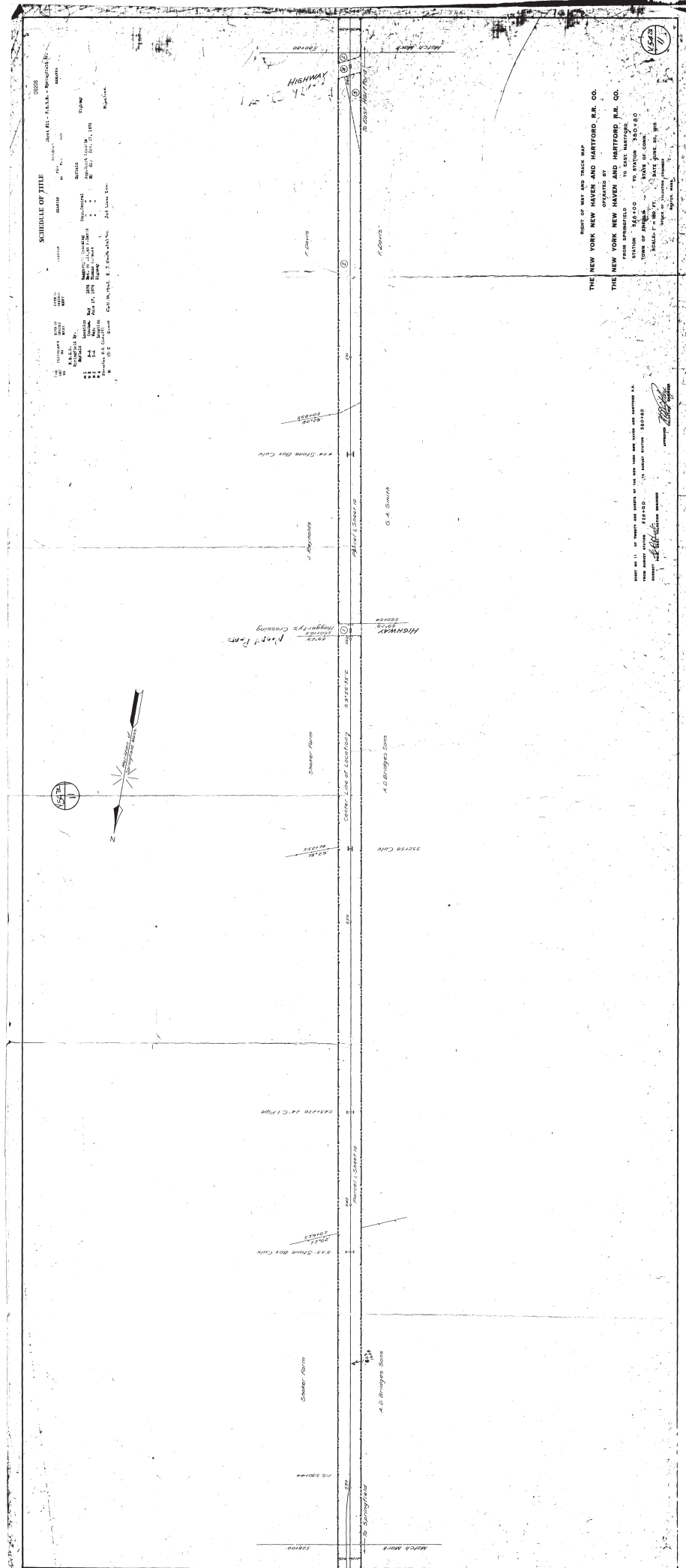
SCHEDULE OF TITLE

NO.	DESCRIPTION	DATE	BY	REMARKS
1	Original Survey	Jan 20, 1915	J. H. Smith	See map
2	Revised Survey	Jan 20, 1915	J. H. Smith	See map
3	Revised Survey	Jan 20, 1915	J. H. Smith	See map
4	Revised Survey	Jan 20, 1915	J. H. Smith	See map
5	Revised Survey	Jan 20, 1915	J. H. Smith	See map
6	Revised Survey	Jan 20, 1915	J. H. Smith	See map
7	Revised Survey	Jan 20, 1915	J. H. Smith	See map
8	Revised Survey	Jan 20, 1915	J. H. Smith	See map
9	Revised Survey	Jan 20, 1915	J. H. Smith	See map
10	Revised Survey	Jan 20, 1915	J. H. Smith	See map



THE NEW YORK NEW HAVEN AND HARTFORD R.R. CO.
THE NEW YORK NEW HAVEN AND HARTFORD R.R. CO.
THE NEW YORK NEW HAVEN AND HARTFORD R.R. CO.
THE NEW YORK NEW HAVEN AND HARTFORD R.R. CO.





SCHEDULE B

Temporary Access Permit Applicable to Licensor's Contractors and Consultants

The Insert Railroad Name, with offices located at Insert ("RAILROAD"), grants permission to _____, with an office located at _____ ("PERMITEE ") to enter upon property identified as the Insert Rail Line at the locations identified on Attachment 1 ("Permit Area"), for the purposes of performing the activities pursuant its contract with the Connecticut Department of Transportation ("CTDOT") more particularly described in Attachment 2 ("Work"), subject to the following terms and conditions:

1. PERMITEE shall comply with the terms and conditions of this Temporary Access Permit ("Permit") in performing the Work within the Permit Area.
2. This Permit allows for the access and use of the Property by PERMITEE (including its authorized representative(s)) commencing upon the date of execution of this Permit by RAILROAD. PERMITEE shall provide RAILROAD with a list of its authorized prior to entry upon the Permit Area.
3. PERMITEE, subject to the provisions contained herein, may enter upon and use the Property after completing RAILROAD's safety training program, as applicable, and when protected by Roadway Worker Protection ("RWP") supplied by RAILROAD, unless specifically otherwise authorized in writing by RAILROAD. RAILROAD shall cooperate with PERMITEE in scheduling applicable training and provide all required RWP to allow PERMITEE to timely complete its Work for CTDOT. PERMITEE shall require all of its employees, authorized representatives and agents on-site to comply with the requirements of RAILROAD's safety training program and the safety provisions set forth in this Permit. All persons entering the Permit Area pursuant to the permission granted herein shall comply with and perform the Work in accordance with the following policies:
 - a) Genesee & Wyoming Inc.'s Contractor Safety Rules, available at: <https://gwrr.com/download.axd/0774e378f35949f59f232ef1adbc63e7.pdf?d=GWI%20%20Contractor%20Safety%20Rules>; and
 - b) Genesee & Wyoming Inc.'s Code of Ethics and Conduct, available from RAILROAD's website at: https://gwrr.com/about_us/code-of-ethics.
4. All notices required by this Permit shall be sent in writing to the following:

As to RAILROAD:

NAME
TITLE
ADDRESS
EMAIL
PHONE NUMBER

As to PERMITEE:

NAME

TITLE

ADDRESS

EMAIL

PHONE NUMBER

and delivered by email with acknowledgement of receipt, by the U.S. Postal Service with return receipt requested by mail, electronic means, or any other methods of receiving the return receipt as identified by the mailing standards of the U.S. Postal Service, as may be revised from time to time, or by recognized overnight courier (that provides confirmation of delivery)

PERMITEE shall provide written notification a minimum of fourteen (14) days prior to initiating any Work to aforementioned individuals to schedule RWP and all related support services provided by RAILROAD and safety training for the Permittee Parties entering the Permit Area.

5. In case of an emergency on the Property, PERMITEE must contact Insert at insert ph#, and at any other number of which RAILROAD advises PERMITEE to use.
6. PERMITEE operations. RAILROAD may request to review all means and methods to be employed in the Work and discuss any concerns with PERMITEE and CTDOT. With respect to any excavation permitted as part of the Work, as applicable, PERMITEE shall submit to RAILROAD and CTDOT its plan describing proposed materials management, including control of groundwater and surface flows, transportation, and testing of material to be removed from the Permit Area, including the disposal site and a health and safety plan covering worker exposure. RAILROAD and CTDOT review approval of the plan is required prior to start of the excavation Work.
7. RAILROAD may suspend the Permit and PERMITEE's access to the Property if at any time or times:
 - (a) conditions on the Property may endanger persons or property; or
 - (b) PERMITEE fails to comply with the requirements of this Permit. RAILROAD will reinstate the Permit upon PERMITEE's cure of such noncompliance.

In any of the aforementioned events, RAILROAD shall promptly notify CTDOT.

8. PERMITEE's authorized representatives in the Permit Area must maintain a distance of no less than eighteen (18) feet from the track and must not extend any tools, vehicles, or equipment utilized closer than eighteen (18) feet from the track.
9. All equipment and materials to be used upon the Permit Area shall be kept at all times at least fifteen (15) feet from all signal, communication, and overhead catenary systems unless protected by a representative of RAILROAD.
10. Upon the approach of a rail car, rail maintenance equipment, or any train adjacent to the site of the Work, PERMITEE's authorized representatives shall cease work, face the moving

equipment, and stand clear of the tracks.

11. The Permittee Parties shall not cross the tracks at any area other than temporary or permanent crossings without authorization from RAILROAD or its designee.
12. No PERMITTEE tools or working materials shall be stored on the Permit Area without RAILROAD's consent. No equipment shall be transported across the track or tracks without the permission of RAILROAD and provision of appropriate support by RAILROAD, as applicable.
13. RAILROAD shall support PERMITTEE's Work and take all reasonable efforts to allow entry and make on-site support staff available in accordance with CTDOT's project schedule. Upon notice, RAILROAD shall promptly provide adequate support staff to support the Work, in accordance with CTDOT project schedule, with reimbursement for its costs billed to PERMITTEE in accordance with the following:
 - (a) PERMITTEE shall reimburse RAILROAD for all actual labor costs (including burden, fringe and overhead) and direct expenses in connection with providing, as applicable, RWP, construction inspection, project management, and any necessary force account support for the Work. Any material usage will be billed at the actual cost incurred of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing, and other related material management expenses.
 - (b) RAILROAD will prepare (or cause its contractors to prepare) daily participation reports to be verified by PERMITTEE's field personnel that will identify all daily direct labor, equipment, and vehicles necessary to support the Work.
 - (c) PERMITTEE shall remit payment to RAILROAD within thirty (30) days after receipt of an invoice. Any reasonably disputed cost item(s) in any invoice shall be deducted from the amount to be paid to RAILROAD provided the disputed items are documented in writing and submitted to the pursuant to the Notice requirements contained in Section 4. Upon resolution, all disputed amounts remaining due will be paid within thirty (30) days.
14. At completion of its Work, PERMITTEE shall submit notice to RAILROAD in the form substantially similar to that of Attachment 3. PERMITTEE shall restore the Permit Area to the same condition it was in prior to start of the Work, subject to approval by RAILROAD and CTDOT. If PERMITTEE fails to commence or complete said restoration work, RAILROAD may undertake such restoration work and PERMITTEE hereby agrees to reimburse RAILROAD for all costs and expenses in connection therewith.
15. This Permit shall be construed in accordance with the laws of the State of Connecticut. This Permit constitutes the entire agreement between the parties on the subject matter and may not be changed, modified, discharged or extended except by an instrument executed by both parties.
16. Unless stipulated elsewhere herein, this Permit shall terminate upon the earlier occurrence of

one (1) year from the date of execution or upon the completion of the Work.

17. PERMITEE shall be responsible for any and all damages, costs, and liabilities resulting from its errors or omissions in performing the Work in the Permit Area, and in accordance with its agreement with CTDOT or the State under which the Work is being performed. Consistent with such agreement, the following indemnification provision and definitions apply to this Permit.

Definitions

“Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

“Professional Liability Claims” means Claims that are related to the performance of professional services under this PERMIT that are invoked under the Professional Liability insurance coverage required under this PERMIT.

“Railroad Indemnities” means RAILROAD’s parents, affiliates and subsidiaries, and the respective shareholders, directors, officers and employees of each.

“Records” means all working papers and such other information and materials as may have been accumulated by PERMITEE in performing under the Permit, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

“State” means the State of Connecticut, including CTDOT and any office, department, board, council, commission, institution or other agency or entity of the State.

(a)(i) Indemnification and Defense Obligation, excluding Professional Liability Claims

PERMITEE shall indemnify, defend and hold harmless CTDOT, RAILROAD and the Railroad Indemnites from and against any and all (1) Claims (excluding Professional Liability Claims) arising, directly or indirectly, in connection with the PERMIT, including the acts of commission or omission (collectively, the "Acts") of PERMITEE; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, reasonable attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the PERMIT.

(ii) Indemnification Obligation with respect to Professional Liability Claims

PERMITEE shall indemnify and hold harmless CTDOT, RAILROAD and the Railroad Indemnites from and against any and all (1) Professional Liability Claims and (2) liabilities, damages, losses, costs and expenses, including but not limited to, reasonable attorneys' and other professionals' fees, to the extent arising, directly or indirectly, in connection with the Professional Liability Claims, or the negligent Acts of PERMITEE. PERMITEE’s obligations under this subsection (ii) shall include the reimbursement of CTDOT’s, RAILROAD’s and Railroad Indemnites’ reasonable legal expenses in defending against the allegation of harm caused by

PERMITEE's negligent acts, errors, or omissions in performing professional services and shall not be limited in the event of a global settlement of a Professional Liability Claim unless otherwise agreed to in writing by the authorized representatives of the Parties as part of such global settlement.

(b) PERMITEE shall not be responsible for indemnifying or holding RAILROAD harmless from any liability arising due to the negligence of the RAILROAD or any third party acting under the direct control or supervision of either of the RAILROAD.

(c) PERMITEE shall reimburse the RAILROAD for any and all damages to the real or personal property of the RAILROAD caused by the Acts of PERMITEE or any Permittee Parties. RAILROAD shall give PERMITEE reasonable notice of any such Claims.

(d) PERMITEE's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Permit, without being lessened or compromised in any way, even where PERMITEE alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where RAILROAD alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) In no event shall RAILROAD or PERMITEE have any liability to the other party for indirect, special, punitive incidental or consequential damages in connection with this Permit.

(f) This section shall survive the termination of the PERMIT and shall not be limited by reason of any insurance coverage.

(g) PERMITEE shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage and CG 24 17 "Contractual Liability – Railroads" endorsement, covering all liabilities assumed by PERMITEE under this PERMIT, without exception or restriction of any kind, with a combined single limit of not less than [REDACTED] for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than [REDACTED] per annual policy period. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of CTDOT and RAILROAD and shall name CTDOT and RAILROAD as Additional Insureds. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section but must "follow form" and afford no less coverage than the primary policy.

(h) PERMITEE shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than [REDACTED] for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of CTDOT and RAILROAD and shall name CTDOT and RAILROAD as Additional Insureds.

(i) PERMITEE shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than [REDACTED] for Bodily Injury by Accident, Each Accident; [REDACTED]

██████████ for Bodily Injury by Disease, Policy Limit; ██████████
██████████ for Bodily Injury by Disease, Each Employee. Such insurance policy shall be
endorsed to provide a Waiver of Subrogation in favor of CTDOT and RAILROAD.

(j) Prior to construction within fifty feet (50') of the railroad tracks, PERMITEE shall
purchase Railroad Protective Liability Insurance including CTDOT and RAILROAD as the
named insureds with limits of ██████████ each occurrence and ██████████
██████████ aggregate limit. The policy shall be issued on a standard ISO
form CG 00 35 12 03 or, if available, obtain such coverage from RAILROAD.

(Remainder of Page Intentionally Blank)

Attachment 1

Permit Area to be attached

Attachment 2

Permittee's Scope of Work and Plans to be attached

Attachment 3

Notification of Work Completion

Re: Temporary Access Permit No. _____

Please be advised that as of _____ all Work to be performed under the Temporary Access Permit has been completed.

Permittee: _____

By: _____ [Legally Authorized Representative]

SCHEDULE C

FORCE ACCOUNT WORK OR CAPITAL WORK

Item 1. Definitions

- 1.1 “Change Order” means written notice from CTDOT to RAILROAD specifying changes to the scope of the Force Account Work or Capital Work, including, without limitation, work required to address unforeseen conditions.
- 1.2 “Change Order Work” is defined in Section 2.12(b).
- 1.3 “Consultant” means architects, engineers or others providing professional services as a Contractor.
- 1.5 “Contractor” means any person or entity engaged by RAILROAD, excluding employees of RAILROAD, and including without limitation Consultants, to perform Force Account Work or Capital Work on the Project.
- 1.6 “CTDOT Representative” means the person designated by CTDOT to be in charge of administering the Project and to serve as its liaison with RAILROAD with respect to performance of Force Account Work or Capital Work, or his/her authorized designee.
- 1.7 “Funding” has the meaning set forth in Section 3.1.
- 1.9 “Notice to Proceed” means written direction issued by CTDOT to RAILROAD authorizing it to commence performance of the Force Account Work or Capital Work, or any portion thereof, pursuant to the PAL.
- 1.10 “PAL Work” means Force Account Work or Capital Work, as applicable to the respective PAL.
- 1.11 “Project” means the CTDOT project specified in the applicable PAL.

Item 2. Performance of the Force Account Work or Capital Work under the PAL

- 2.1 RAILROAD represents that the person identified by title in the sample PAL attached as Schedule C-1 is its designee to whom RAILROAD has granted the authority to sign and submit on its behalf the PAL(s) to CTDOT throughout the Term. At any time during the Term, RAILROAD may send written notice to CTDOT (in accordance with Article 16 of the Agreement) of its designation of a new individual to act as RAILROAD designee specified and the effective date of such designation, upon which date CTDOT shall address PALs and Notices to Proceed going forward.
- 2.2 RAILROAD shall not commence to perform the Force Account Work or Capital Work under the PAL until it receives from CTDOT a duly authorized Notice to Proceed letter.
- 2.3 RAILROAD authorizes and consents to the entry by personnel of CTDOT to inspect the Project and the PAL Work upon reasonable advance notice and during normal business hours, unless otherwise agreed by the Parties. By way of any inspection activities, CTDOT or its consultants shall not assume any responsibility for the adequacy of the PAL Work or identification of any defects in the PAL Work. RAILROAD shall remain fully responsible for the performance the PAL Work in accordance with all requirements of the PAL and this Agreement.

2.4 RAILROAD shall perform the PAL Work set forth in the PAL in accordance with the requirements of the Agreement, including this Schedule C. RAILROAD may perform the PAL Work with its own forces or, upon prior written approval from CTDOT, procure the services of Contractor(s) to perform the PAL Work or portions of the PAL Work, in accordance with the requirements of the Agreement. If RAILROAD intends to contract out any portion(s) of the PAL Work, RAILROAD shall request prior approval from CTDOT in writing. In such request, RAILROAD shall include the name of the proposed Contractor, and if RAILROAD conducted a competitive selection, its reasons for selection of the proposed Contractor, or justification for sole source procurement. CTDOT in its sole reasonable discretion may reject any proposed Contractor for cause (which shall not be subject to Dispute Resolution). In any case, RAILROAD shall ensure that the PAL Work is performed with due diligence and without unreasonable delay.

2.5 RAILROAD is responsible for all engineering work required for performance of the PAL Work and shall ensure that any engineering plans and documents for the Project be prepared, signed and sealed by a Connecticut Licensed Professional Engineer or Architect, as applicable, in accordance with applicable State of Connecticut law and regulations. RAILROAD shall submit such engineering plans and documents to CTDOT representative for review and approval before commencing any construction or installations designed therein with respect to the Project.

2.6 RAILROAD shall comply with EX. O-33, attached as Schedule C-2 to this Agreement, when retaining any Consultants to perform PAL Work. For federally funded Projects, requirements under applicable federal law with respect to payment of Consultants shall apply and supersede EX. O-33.

2.7 RAILROAD shall perform, and require any Contractor(s) to perform, the PAL Work in accordance with the following, as applicable:

- (a) State and federal statutes and regulations, including, but not limited to, 49 CFR Part 213 (Track Safety Standards), 49 CFR Part 237 (Bridge Safety Standards), 23 CFR Part 646 (Railroad Highway Projects) and 23 CFR Part 140, Subpart I (Reimbursement for Railroad Work), as may be revised from time to time;
- (b) American Railway Engineering and Maintenance-of-Way Association (“AREMA”) published standards and best practices for railway engineering including, but not limited to, the AREMA Manual for Railway Engineering (2019) and the AREMA Communications & Signals Manual (2018), as may be revised from time to time;
- (c) CTDOT’s “Standard Specifications for Roads, Bridges, and Incidental Construction, Form 818” **and its supplemental specification issued from time to time (July 2023)** as may be revised from time to time; and
- (d) The requirements set forth in the Special Provision attached as Schedule C-3 to this Agreement, applicable when a set-aside goal has been assigned in the PAL.
- (e) Additional federal requirements identified by CTDOT in the PAL as required based on any federal funding connected to the Project, including Buy America requirements (23 USC § 313 and 23 CFR § 635.410, as may be amended) and the like.

RAILROAD shall include the substance of this Section 2.7 in all agreements with its Contractor(s) and ensure compliance by its Contractor(s).

2.8 RAILROAD shall coordinate directly with customers to modify train schedules as required on the

Rail Line segment to allow for performance of the PAL Work.

2.9 When contracting any portion of the PAL Work not performed with RAILROAD's own forces, the respective PAL Work may be subject to, and RAILROAD agrees to comply with, the prevailing wage requirements under State of Connecticut law as administered by the State of Connecticut Department of Labor for the specific job classifications used in performing the PAL Work.

2.10 RAILROAD assumes full responsibility for accuracy of all products of the PAL Work performed with its own forces and those performed on its behalf by its Contractors. RAILROAD assumes all responsibility for any damages, including but not limited to delay damages, throughout the duration of the Project that are a result of the errors or omissions or negligence of RAILROAD or its Contractors. CTDOT shall have no responsibility with respect to such damages.

2.11 Within fifteen (15) calendar days following the completion of each calendar quarter, RAILROAD shall complete and submit to CTDOT all required documentation required by CTDOT on forms specified by CTDOT with respect to the PAL Work performed in such quarter, including but not limited to:

- (a) Form Con-40, for the daily reporting of on-site labor, material and equipment used by RAILROAD and its Contractor(s) in performing the PAL Work; and
- (b) Form Con-41 for reporting all existing material removed from the Project site, and temporary materials used and recovered, by RAILROAD and its Contractor(s) in performing the PAL Work.

2.12 (a) During the Term, either Party may identify a potential change in the scope of the PAL Work that is needed as a result of an unforeseen condition, or unanticipated circumstance or situations, but not as a result of a RAILROAD act or omission in performing the PAL Work. When such change in the scope of the PAL Work is identified, RAILROAD shall prepare, sign and submit to the CTDOT Representative a Change Order request, including a detailed description of the change in scope, the justification, and any increase in cost. In no event will any such change in scope identified by RAILROAD proceed if not deemed necessary by CTDOT in its sole discretion.

(b) CTDOT shall review the Change Order request, and if approved, a Change Order, signed by the CTDOT Representative in charge of administering the Project, will be issued to the Contractor and shall become incorporated into this Agreement as the binding obligations of the Parties ("Change Order Work"); provided that in no event will the Funding set forth in the PAL be exceeded. Changes in the scope of the PAL Work that result in costs greater than the Funding set forth in the PAL Force Account Estimate, will require issuance of a supplemental PAL, at CTDOT's sole discretion.

2.13 CTDOT reserves the right to inspect and monitor all aspects of the PAL Work at any stage throughout the duration of the Project. RAILROAD shall provide CTDOT access to the work site at all times upon reasonable advance notice and during normal business hours unless otherwise agreed by the Parties. Upon request by CTDOT, RAILROAD shall promptly provide evidence that the PAL Work performed conforms to the requirements of this Agreement. By way of providing inspection or oversight, CTDOT assumes no responsibility for the PAL Work performed by RAILROAD or its Contractors.

2.14 If, at any time during the Project, CTDOT determines in its sole, reasonable discretion that the PAL Work performed is not adequate, CTDOT may deem such inadequacy to be a breach of the Agreement by RAILROAD. If RAILROAD fails to cure such breach, at its sole expense, within ninety (90) days of receipt of written notice of the same from CTDOT, such failure will be considered an Event of Default and, additionally, CTDOT may assume responsibility for, or assist RAILROAD in, the administration and completion of the Project with CTDOT's costs paid for with the Funding provided for in the PAL. CTDOT's

assumption of, or assistance in, the administration and completion of the Project shall not waive any of CTDOT's remedies under this Agreement or otherwise provided by law, nor relieve RAILROAD from any liability related to its breach.

2.15 After final acceptance of the Project by CTDOT, the installations shall become part of the Rail Line, and accordingly RAILROAD shall maintain it in a state of good repair as part of its obligations under the Agreement for the duration of the Term, as part of its obligations thereunder.

2.16 With to respect to Capital Work or Force Account Work that requires the renewal of track, RAILROAD shall maintain a roster of designated persons to inspect and supervise such renewal, and their qualifications, as provided in 49 CFR § 213.7. A copy of such roster shall be provided to CTDOT prior to the commencement of any renewal work and thereafter throughout the Term on an annual basis.

Item 3. Funding, Costs and Reimbursement to RAILROAD

3.1 CTDOT will fund the PAL Work performed by RAILROAD on a reimbursement basis in the not-to-exceed amount set forth in the PAL's force account estimate (the "Funding").

3.2 RAILROAD shall incur all costs in performing the PAL Work and, on a quarterly basis throughout the duration of the Project, seek reimbursement for eligible, approved Project costs up to the amount of the Funding.

3.3 No later than the tenth (10th) day following the end of each calendar quarter, RAILROAD shall submit and invoice to CTDOT, along with CTDOT-required form entitled "Invoice Summary and Processing (ISP) Form," for eligible, approved costs incurred on the Project in the immediately preceding calendar quarter, with supporting documentation of actual costs incurred by RAILROAD, such as paid Contractor invoices, evidence of monthly SBE participation, and the like. RAILROAD shall submit the ISP Form and supporting documentation in accordance with the instructions on the ISP form or as otherwise provided by the CTDOT Representative. RAILROAD agrees to provide any additional supporting documentation as reasonably requested by CTDOT.

3.4 Upon CTDOT's review and approval of the ISP Form, invoice, and supporting documentation, and CTDOT field verification that the applicable PAL Work performed by RAILROAD has been completed to CTDOT's satisfaction, CTDOT shall issue payment to RAILROAD. Final payment to RAILROAD shall be based upon the actual approved costs for the PAL Work as determined by a final audit by CTDOT.

3.5 If, upon final audit, CTDOT discovers that RAILROAD had been reimbursed for improper or unauthorized costs, then upon demand by CTDOT, RAILROAD shall return the amount of such improper or unauthorized costs to CTDOT.

3.6 As applicable, RAILROAD shall salvage all materials and appurtenances that can be recovered and credit amounts recovered to the Project for use by RAILROAD towards paying Project costs. RAILROAD may retain such material for reuse in the License Area or seek CTDOT approval in accordance with the Agreement to dispose of such material.

3.7 RAILROAD shall document all costs it incurs and maintain all Records related to the Project costs, including, but not limited to, its payments to Contractor(s), its payroll hours on time sheets for RAILROAD staff performing PAL Work on the Project, and material purchases made by RAILROAD. With respect to any PAL Work that is performed by RAILROAD's own staff, RAILROAD's reimbursable costs shall be limited to the actual payroll and the labor burden associated with payroll for PAL Work on the Project,

including fringe benefits, liability insurance, and other labor burden, as approved by CTDOT.

3.8 If RAILROAD fails to adequately record costs, maintain all related Records for the Project or promptly submit any Records to CTDOT upon request, CTDOT may deem such failure to be a breach of the Agreement by RAILROAD, at CTDOT's sole discretion, and CTDOT may deem certain costs to be non-eligible costs of the Project for which RAILROAD will not be reimbursed. Furthermore, CTDOT's determination of certain costs to be non-eligible costs of the Project does not waive any of CTDOT's remedies for the breach by RAILROAD of its obligations under the Agreement with respect to the Project, including any such remedies set forth in Article 10 of the Agreement, nor relieve RAILROAD from any liability related to its breach.

3.9 If, upon inspection, CTDOT deems any of the PAL Work that RAILROAD has performed with its own forces or engaged a Contractor to perform on its behalf, to be inadequate or unacceptable, CTDOT may deem the same to be a breach of the Agreement by RAILROAD. If the RAILROAD fails to cure such breach, at its sole expense, within the thirty (30) day period described in Section 10.2 (or other such period as permitted by CTDOT in accordance with Section 10.2 of this Agreement), provided in written notice of the same from CTDOT, such failure will be considered an Event of Default and, in addition to the remedies set forth in the Agreement and upon demand by CTDOT, RAILROAD shall promptly return the Funding that was disbursed to RAILROAD for such inadequate or unacceptable PAL Work.

Item 4. Reporting

4.1 RAILROAD shall submit to the CTDOT Representative quarterly progress reports comparing progress made towards completion of the PAL Work against the proposed schedule. RAILROAD shall identify any discrepancies between the progress made and the proposed schedule and propose corrective actions to ensure that the Project will be completed on schedule. If RAILROAD fails to satisfy this requirement, CTDOT may, in its sole discretion pursue all remedies available under this Agreement.

4.2 RAILROAD shall prepare and maintain adequate accounting Records for the Project to facilitate a final audit by CTDOT, including, but not limited to, Records relating to labor, equipment, and materials used in performance of the PAL Work.

4.3 RAILROAD shall maintain the following Project Records, as applicable: vendor invoices, purchase orders, receiving reports, inventory records, method of pricing, returns, scrap material credits, catalog cuts, actual carload reports, periodic inspection reports, final inspection report performed by RAILROAD, records of disposition or correction of unsatisfactory work, reports of verifiable number of jobs created and/or supported, participation reports for compliance with any applicable Set-aside goal, and certified payroll records.

4.4 RAILROAD shall retain, provide access to, and permit the authorized representatives of CTDOT to inspect and audit all Records of the RAILROAD relating to its performance under this Agreement for a period of three (3) years after final payment is made by CTDOT under this Agreement. If any litigation, claim, or audit, is commenced before the expiration of the three (3) year period, RAILROAD shall retain Records until all litigations, claims, or audit findings involving the Records have been resolved. This provision shall survive the termination of the Agreement.

4.5 RAILROAD shall include the requirements in Section 4.4 with respect to Contractor's Records in all its contracts it enters for performance of the PAL Work. The term "contract" as used in this Section excludes (a) purchase orders not exceeding [REDACTED], and (b) purchase orders for public utility services at rates established for uniform applicability to the general public.

SCHEDULE C-1
SAMPLE PAL

Date

Bob Wilcox
General Manager
Connecticut Southern Railroad
440 Windsor Street
Hartford, CT 06142

Dear Mr. Wilcox:

Subject: Project Authorization Letter (PAL) No. _____ under the Rail Freight
Service License, Operating and Maintenance Agreement
Agreement No. _____.____(____)
Insert Capital Work/Force Account Work Project Title

This Project Authorization Letter (“PAL”) is issued by the Connecticut Department of Transportation (“CTDOT”) pursuant to the above-referenced Agreement between CTDOT and Insert RAILROAD Company Name (“RAILROAD”). Capitalized terms used in this PAL have the meaning ascribed to them in the Agreement.

The approved Project Scope of Work and cost detail is attached to this PAL.

[For Capital Work] The approved amount that may be withdrawn from the Capital Account is \$ #####.

[For Force Account Work] The total Project estimate is \$ ##### (“Funding”)

This Project has been assigned a [SBE/SBPPP] goal of __%, and the Railroad shall comply with the requirements pertaining to the goal as set forth in the Agreement.

Please indicate your concurrence with the PAL by signing below on or before [date] and returning a copy to **Insert Name**, Supervising Rail Officer, by email at **InsertEmail@ct.gov**. Upon signing, the Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of RAILROAD with respect to the Project.

If you have any questions please contact [Mr./Ms. _____], the CTDOT Project Manager at (860) 594-[xxxx].

Very truly yours,

Richard Jankovich
Rail Administrator

Concurred

Name of RAILROAD Designee
Title of RAILROAD Designee

Date

PAL ATTACHMENT
APPROVED SCOPE OF WORK AND COST DETAIL

SCHEDULE D
State of Connecticut Required Provisions

For the purposes of this document, references to “contract” or “Contract” mean this Agreement.

1. Audit Clause. Audit Requirements. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The RAILROAD shall provide for an annual financial audit acceptable to CTDOT for any expenditure of state-awarded funds made by RAILROAD. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. RAILROAD will comply with federal and state single audit standards as applicable.

2. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of RAILROAD takes or threatens to take any personnel action against any employee of RAILROAD in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, RAILROAD shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the RAILROAD.

3. Disclosure of Records. (Not applicable to Municipalities) This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

4. Access to Contract and State Data. (Not applicable to Municipalities) RAILROAD shall provide to CTDOT access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and CTDOT that are in the possession or control of RAILROAD upon demand and shall provide the data to CTDOT in a format prescribed by CTDOT and the State Auditors of Public Accounts at no additional cost.

5. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent

jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. RAILROAD waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

6. Termination for Convenience. Notwithstanding any provisions in this Contract, CTDOT, through a duly authorized employee, may terminate the Contract whenever CTDOT makes a written determination that such termination is in the best interests of the State. CTDOT shall notify RAILROAD in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which RAILROAD must complete its performance under the Contract prior to such date.

7. Tangible Personal Property. (Not applicable to Municipalities)

- (a) RAILROAD on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, RAILROAD and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by RAILROAD or by any of its Affiliates in the same manner as if RAILROAD and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to RAILROAD or its Affiliates relieves the customer of liability for the use tax;
 - (3) RAILROAD and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) RAILROAD and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

- (c) RAILROAD represents and warrants that each of its Affiliates has vested in RAILROAD plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. RAILROAD on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

8. Indemnification.

- (a) RAILROAD shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) third party Claims arising, directly or indirectly, in connection with the Contract; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims or this Contract. RAILROAD shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. RAILROAD's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of RAILROAD's bid, proposal or any Records, any intellectual property rights that may be included in the deliverables or performance, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, trade secrets, trademarks, articles or appliances furnished or used in the performance.
- (b) RAILROAD shall not be responsible for indemnifying, defending or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) RAILROAD shall reimburse the State for any and all damages to the real or personal property of the State caused by the acts of RAILROAD or any Contractor Parties. The State shall give RAILROAD reasonable notice of any such Claims.
- (d) RAILROAD's duties under this Section shall remain fully in effect and binding in accordance with the terms of this Contract, without being lessened or compromised in any way, even where RAILROAD is alleged or is found to have merely contributed in part to the acts giving rise to the Claims or where the State is alleged or is found to have contributed to the acts giving rise to the Claims or both.
- (e) RAILROAD shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. RAILROAD shall name the State as an additional insured on the policy and shall provide a copy of the policy to CTDOT prior to the effective date of the Contract. RAILROAD shall not begin performance under this Contract until the delivery of the policy to CTDOT. CTDOT shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that CTDOT or the State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

9. Sovereign Immunity. The parties acknowledge and agree that nothing in the Contract shall be construed as a modification, compromise, or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or

any of its officers and employees, which they may have had, now have, or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

10. Summary of State Ethics Laws. (Not applicable to Municipalities) Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to RAILROAD the summary of State ethics laws developed by the Office of State Ethics pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) RAILROAD represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, RAILROAD shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

11. Audit and Inspection of Plants, Places of Business and Records. (Not applicable to Municipalities)

- (1) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of RAILROAD's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (2) RAILROAD shall maintain and shall require each of the Contractor Parties to maintain, accurate and complete Records. RAILROAD shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (3) The State shall make all requests for any audit or inspection in writing and shall provide RAILROAD with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (4) RAILROAD shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by RAILROAD under this Contract. RAILROAD shall remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may set-off the amount from any moneys which the State would otherwise be obligated to pay RAILROAD in accordance with this Contract's setoff provision.
- (5) RAILROAD shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period,

RAILROAD shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

- (6) RAILROAD shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and RAILROAD shall cooperate with an exit conference.
- (7) RAILROAD shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

12. Campaign Contribution Restriction. (Not applicable to Municipalities) For all State contracts, defined in Conn. Gen. Stat. §9-612 as having a of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more in a calendar year, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

13. Protection of Confidential Information. Intentionally Omitted – Not Applicable.

14. Executive Orders and Other Enactments

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, RAILROAD is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or CTDOT's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

15. Nondiscrimination. (Not applicable to Municipalities)

- (a) For purposes of this Section, the following terms are defined as follows:
 - i. "Commission" means the Commission on Human Rights and Opportunities;

- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of RAILROAD or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor (1) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (a) exercise operational authority over the daily affairs of the enterprise, (b) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (c) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (d) are members of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability, or (2) which is a nonprofit corporation in which fifty-one per cent or more of the persons who exercise operational authority over the enterprise, (a) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (b) have the power to direct the management and policies of the enterprise, and (c) are member of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability; and
- x. "public works contract" means any agreement (A) for construction, rehabilitation, conversion, extension, demolition or repair of changes or improvements in real property, and (B) that is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees where such funding equals one hundred fifty thousand dollars or more.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a public works contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) RAILROAD agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of

persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and RAILROAD further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by RAILROAD that such disability prevents performance of the work involved; (2) RAILROAD agrees, in all solicitations or advertisements for employees placed by or on behalf of RAILROAD, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) RAILROAD agrees to provide each labor union or representative of workers with which RAILROAD has a collective bargaining Agreement or other contract or understanding and each vendor with which RAILROAD has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of RAILROAD's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) RAILROAD agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) RAILROAD agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of RAILROAD as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, RAILROAD agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of RAILROAD's good faith efforts shall include, but shall not be limited to, the following factors: RAILROAD's employment and subcontracting policies, patterns and practices; the timing and value of bids; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) RAILROAD shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) RAILROAD shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State, and in every subcontract entered into in order to fulfill any obligation of a public works contract, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. RAILROAD shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or

vendor as a result of such direction by the Commission, RAILROAD may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) RAILROAD agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) Pursuant to subsection (c) of section 4a-60 of the Connecticut General Statutes, RAILROAD, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this Section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. RAILROAD and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: ☐

16. Health Insurance Portability and Accountability Act. Intentionally Omitted – Not Applicable.

17. Iran Investment Energy Certification. (Not applicable to Municipalities)

- (a) Pursuant to section 4-252a of the Connecticut General Statutes, RAILROAD certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- (b) If RAILROAD makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then RAILROAD shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that RAILROAD is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

18. Consulting Agreements Representation. Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of RAILROAD represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that RAILROAD has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is

<u>Consultant's Name and Title</u>		<u>Name of Firm (if applicable)</u>
<u>Start Date</u>	<u>End Date</u>	<u>Cost</u>

Description of Services Provided: _____

If YES: _____
Name of Former State Agency Termination Date of Employment

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, RAILROAD, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) RAILROAD, (B) any principals and key personnel of RAILROAD, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of RAILROAD or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of RAILROAD, or agent of RAILROAD or of such principals and key personnel, knows of any action by RAILROAD to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of RAILROAD to provide a gift to any such public official or State employee; and
- (3) That RAILROAD is submitting bids or proposals without fraud or collusion with any person.

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or

employee signing this Contract represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

21. Compliance with Consumer Data Privacy and Online Monitoring.

Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

SCHEDULE E

TITLE VI CONTRACTOR ASSURANCES

For the purposes of this Exhibit, "Acts" means Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252); and "Regulations" mean collectively 49 C.F.R. Part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964) and 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).

- A. Licensee/Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (and in the case of a Lease Agreement, agrees that as a covenant running with the land):
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this License/Lease Agreement for a purpose for which a Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Licensee/Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, or disability will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 2. No person on the ground of race, color, national origin, sex, age, or disability, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, national origin, sex, age, or disability will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Licensee/Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in these Title VI Contractor Assurances.
- B. With respect to the License/Lease Agreement, in the event of breach of any of the above non-discrimination covenants in section A, Licenser/Lessor/CTDOT will have the right to terminate the License/Lease Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the License/Lease Agreement had never been made or issued.

EXHIBIT B

CERTIFICATE OF INSURANCE

PUBLIC VERSION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 9830 Colonnade Blvd, Suite 410 San Antonio, TX 78230 Attn: Austinsanantonio.Certrequest@marsh.com	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
CN101924481--RailE-25-26 North	INSURER(S) AFFORDING COVERAGE	
INSURED Connecticut Southern Railroad, Inc. c/o Genesee & Wyoming Inc. 20 West Avenue Darien, CT 06820	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B: Westchester Surplus Lines Insurance Co	10172
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:**

HOU-003747813-54

REVISION NUMBER: 11

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
A	AUTOMOBILE LIABILITY			ISA H08890262	12/01/2025	12/01/2026	
	☒ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					PER STATUTE ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Railroad Liability			G73615975 005	12/01/2025	12/01/2026	Per Occurrence \$
	Claims Made						Annual Aggregate \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as Additional Insured on a Primary and Non-Contributory basis when required by written agreement. Waiver of subrogation is provided when required by written agreement. Notice of Cancellation will be provided when required by written agreement.

Railroad Liability is provided in lieu of General Liability. Railroad Liability includes coverage for Federal Employers Liability Act (FELA) which is provided in lieu of Workers Compensation. Railroad Liability includes coverage for sudden & accidental pollution resulting from a railroad accident.

CERTIFICATE HOLDER**CANCELLATION**

State of Connecticut Department of Transportation 2800 Berlin Turnpike Newington, CT 06111	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY MARSH USA, LLC.		NAMED INSURED Connecticut Southern Railroad, Inc. c/o Genesee & Wyoming Inc. 20 West Avenue Darien, CT 06820
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

First Layer of Excess Railroad Liability:
Carrier: Gemini Transportation Underwriters, LLC.
Policy: GRR800007405
Policy Dates: 12/01/2025 - 12/01/2026
Limit: \$ [REDACTED]

Primary Railroad Liability:
SIR: \$ [REDACTED]

Bill of Lading Retention: [REDACTED] Each Occurrence

Coverages include: BI, PD, FELA, xs AL, xs FRS, xs BOL, xsEL