



APPENDIX GRIFFIN LINE RAIL-WITH-TRAIL FEASIBILITY MEMORANDUM



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APPENDIX A: CONSTRAINT MAPPING

The following maps present potential constraints in the study area based on a minimum cross section defined as follows:

- Between Garden Street and Route 44 (Albany Avenue): 14-foot trail with inner edge 10-foot off center of railroad.
- Between Route 44 (Albany Avenue) and Park Ave (Bloomfield): 14-foot trail with inner edge 20-foot off center of railroad to clear transmission pylons which are in located in this area.

The Northeast and Southeast locations were analyzed with the minimum cross section to evaluate areas with constraints. The analysis split each of these alternatives into 100-foot lengths for review. The constraints evaluated included:

- Right-of-way: Potential trail may require areas outside of the existing ROW
- Impervious surface: This analysis utilizes a statewide impervious surface layer. This could identify areas where driveways and/or other impervious ground surfaces may be impacted by trail development.
- Buildings: This analysis indicates locations where a building may preclude trail development.
- Wetland: This analysis highlights locations where a wetland may be impacted by trail development.
- 100 Year Flood Zone: This analysis highlights locations where trail development may occur within the 100-year floodplain.
- Slope: This analysis highlights locations where there may be steep slopes. Frequently, rail corridors feature steep embankments which lead to the tracks. These areas may be difficult to support rail-with-trail design.
- Total Constraints: These maps show the total number of constraints above on a single map.



APPENDIX B: RAILBANKING PROCESS

Both rail-to-trail and rail-with-trail create shared-use paths within a railroad corridor. In general, they provide infrastructure for active transportation within the existing right-of-way and are often road-separated. Rail-to-trails are built over former railbed, while rail-with-trails are constructed alongside existing tracks. Procurement for either type of path depends on the railroad corridor's status, safety operations, and right-of-way constraints. A railroad corridor status may be defined as the following:

- 1) **Active corridor:** Trains pass, regardless of frequency.
- 2) **Inactive corridor:** Train operations have ceased, but the railroad still owns the land or has use of the land through easements.
- 3) **Abandoned corridor:** Railroad operations permanently cease.

Railbanking allows a railroad company to lease their **inactive** corridor for interim use; the railroad can resume operations in the future. Railbanking is permitted during the legal rail abandonment process. It is a voluntary agreement between the railroad and the leasing party, and the use is approved by the Surface Transportation Board (STB), the independent federal agency charged with economic regulation of the national freight rail network. Once approved, the railroad may or may not remove their tracks from the corridor.

Rail Abandonment Process¹⁰

A railroad may seek abandonment by initiating a formal review process with the STB. The STB will then publish in the Federal Register to notify the public. Interested parties can submit comments, Offers of Financial Assistance (OFA), or alternative uses of the corridor. OFA are offers from other companies to purchase all or part of the corridor to help maintain the railroad. The STB evaluates these public submissions and impacts to the railroad system before approving abandonment.

The STB allows exemptions to streamline the abandonment process. A railroad may qualify for an individual exemption or class exemption. Individual exemptions are evaluated case-by-case. Class exemptions are used when the corridor has been inactive for at least two years, and there are no formal complaints filed against the corridor due to it being inactive. Exemptions are frequently approved when the railroad cites that maintaining the corridor is an economic burden. When an exemption is granted, there is no required public notice and the timeline for final approval is accelerated.

¹⁰ This overview is informed in part by the Parks & Trails New York State's guide "Getting on Track Working with Railroads to Build Trails in New York State." The Parks & Trails New York State guide provides a thorough overview of the federal STB abandonment process and railbanking opportunities.



Railbanking Process

When exploring railbanking, the abandonment approval schedule is significant. During the abandonment process, interested parties may request a Public Use Condition (PUC) and/or an Interim Trail Use (ITU) to initiate railbanking. The deadline to request a PUC or ITU is within 45 days of the abandonment application filing. The STB has 20 days from the application filing to publish notice in the Federal Register, so public notice may be limited to only 25 days. If a PUC or ITU is approved, both prompt a 180-day period where the railroad cannot dispose of the corridor, and the railroad can negotiate a sale, donation, or railbanking of the corridor instead. Ultimately, railbanking is a voluntary agreement. Early coordination with the railroad would be beneficial to be aware of the railroad's timeline and meet filing deadlines.

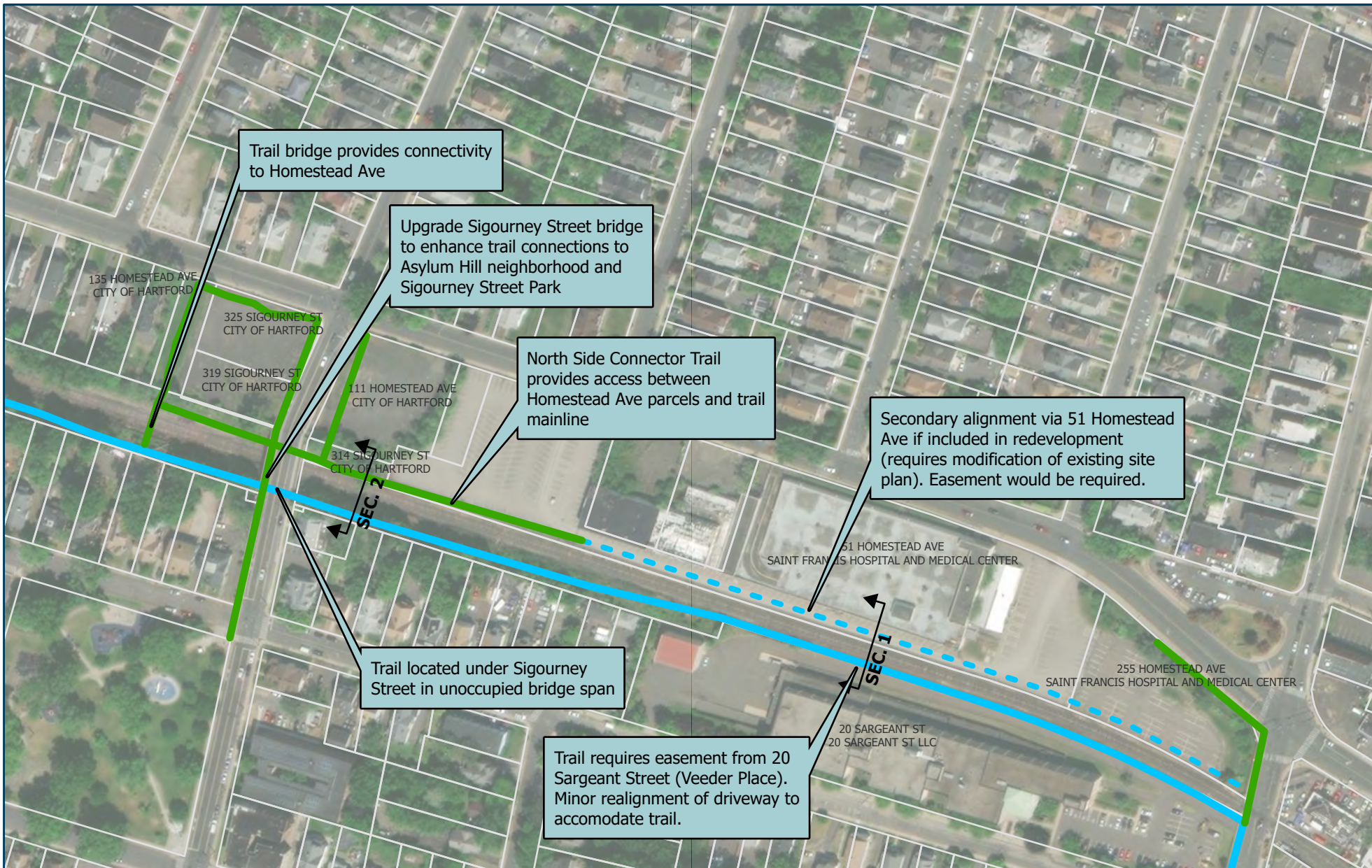
Railbanking maintains the railroad's land ownership and its easements throughout the corridor. For trail organizations, this is an opportunity to construct a continuous trail more easily. It is important to understand the rail abandonment process to work with railroads and pursue railbanking.

Implications for Griffin Line

Railbanking is a unique opportunity to construct new trails within inactive corridors. The Griffin Line is an active corridor, so the abandonment process and potential for railbanking would require close coordination with the railroad. If the railroad were to file for abandonment, the Griffin Line would not readily qualify for a class exemption since it has been active. In consideration of the lengthy STB process and coordination with the Griffin Line, railbanking could be a lengthy process, perhaps taking years to complete. However, there would likely be reduced costs of trail development on an abandoned railroad in comparison to rail-with-trail alternatives presented in this memo. For example, the base trail cost (as provided in Appendix F) is approximately \$1.6-\$2.0 per mile. The need for significant bridge and other structural work substantially increased costs for rail-with-trail alternatives. At approximately 3-miles in length between Garden Street and Tobey Road, total costs of \$6 Million (based on base trail cost) **plus** additional costs for railroad removal and engineering would be reasonable for trail development within an abandoned right-of-way. This compares with the preferred rail-with-trail alignment cost of \$30-39 Million as reported in this memo for the same 3-mile section.



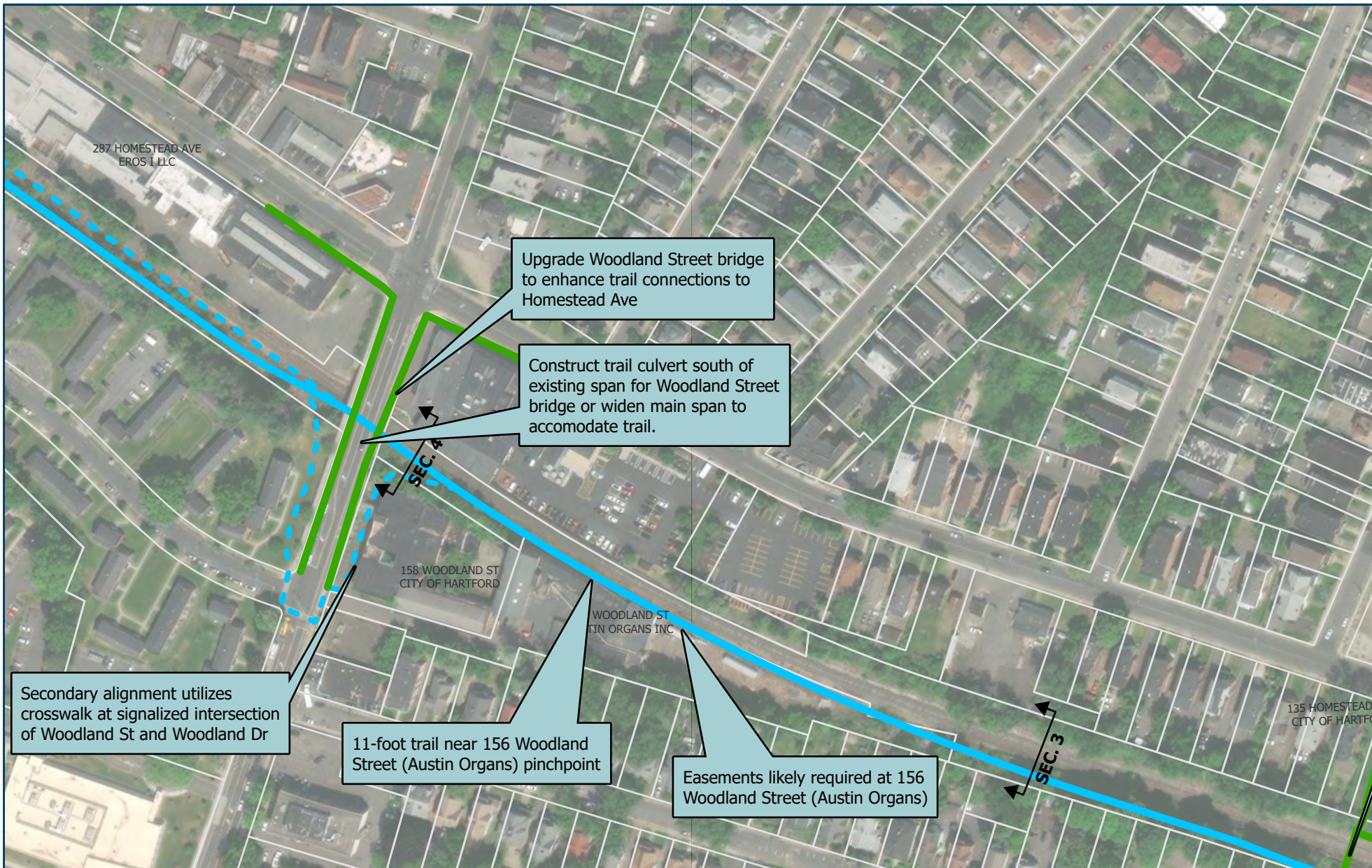
APPENDIX C: ALTERNATIVE OVERVIEW MAPS



Preferred Alignment Mapbook

- Preferred Alignment
- - - Preferred Alignment - Option
- Neighborhood Connections

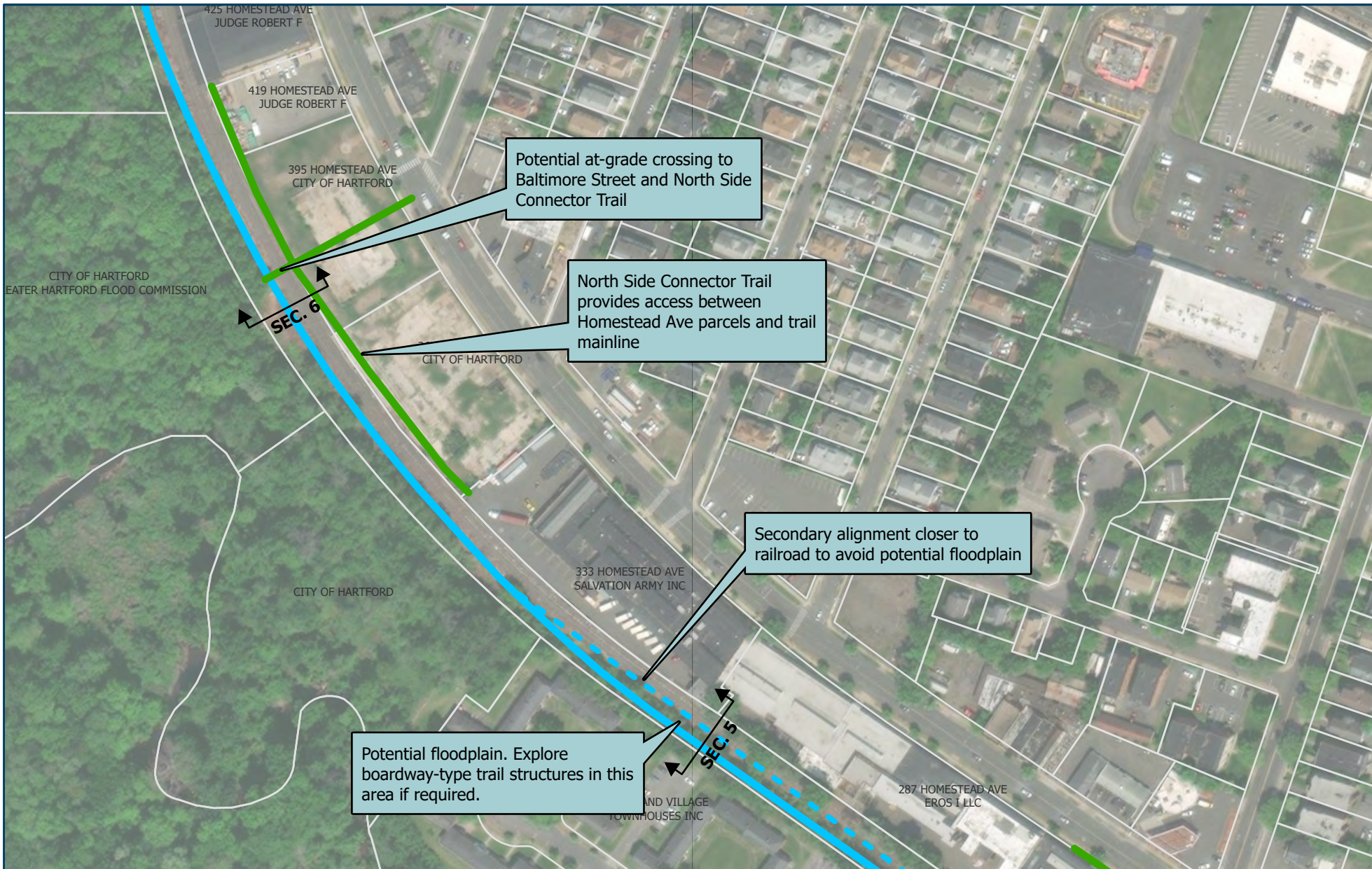




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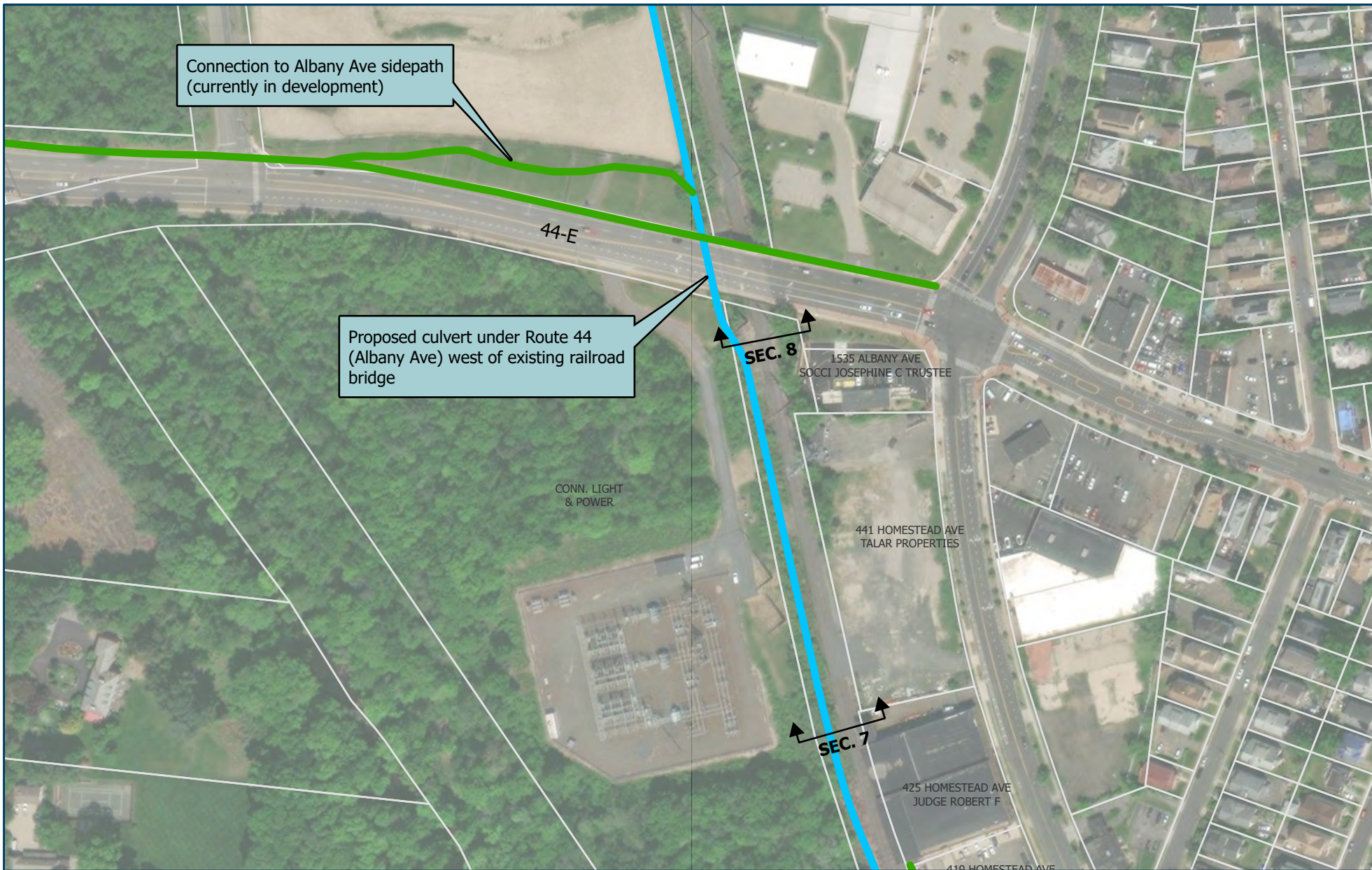




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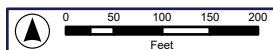
Capitol Region
East Coast Greenway Study



Preferred Alignment Mapbook

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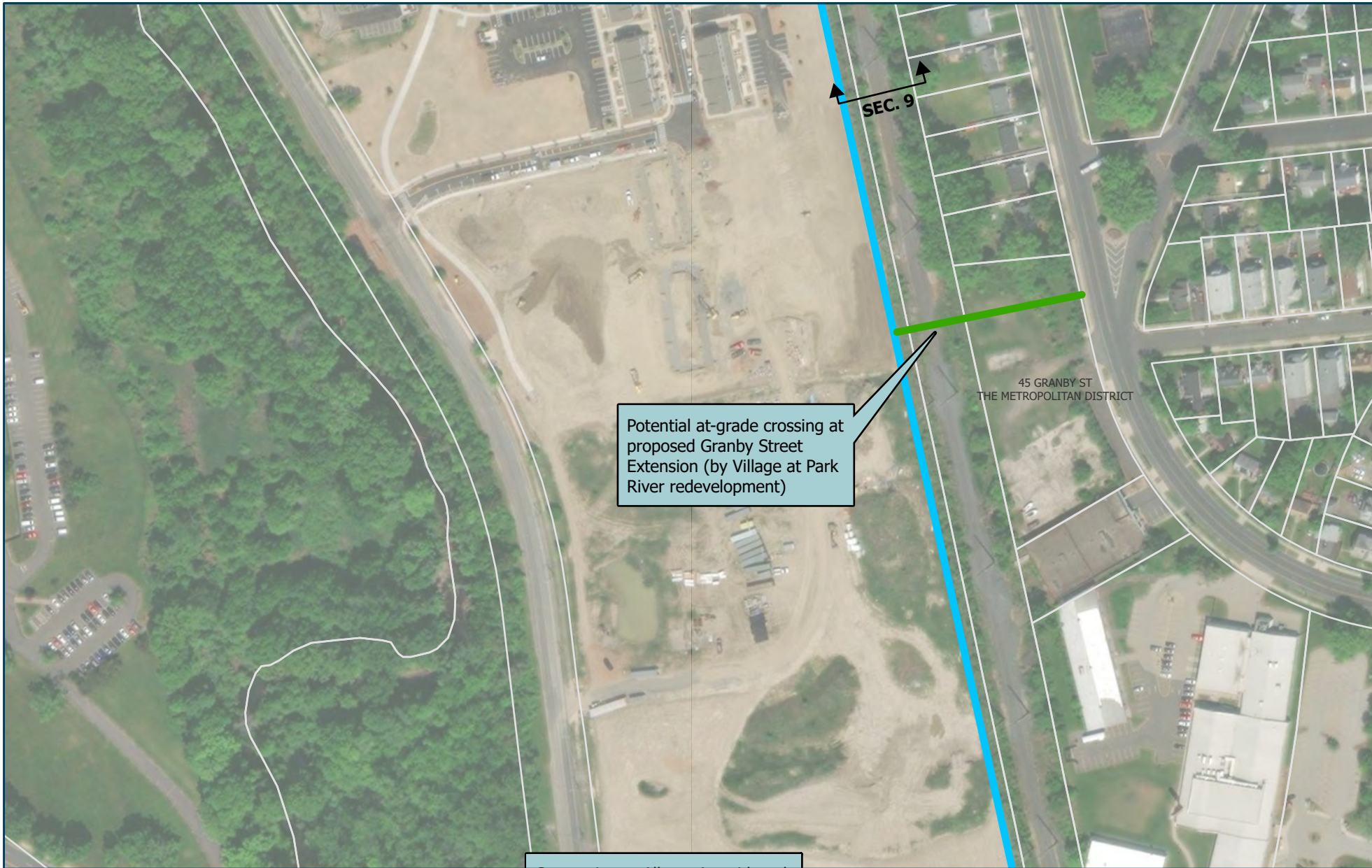
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1 inch = 200 feet

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Preferred Alignment Mapbook

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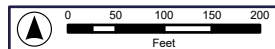


Crosswalk and RRFB across Plainfield Street

CITY OF HARTFORD HOUSING AUTHORITY

Preferred Alignment Mapbook

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- █ Preferred Alignment - Option
- █ Neighborhood Connections








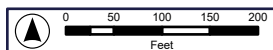

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Preferred Alignment Mapbook

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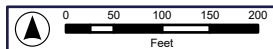

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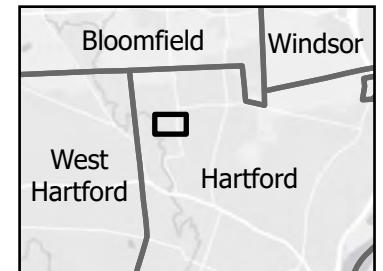
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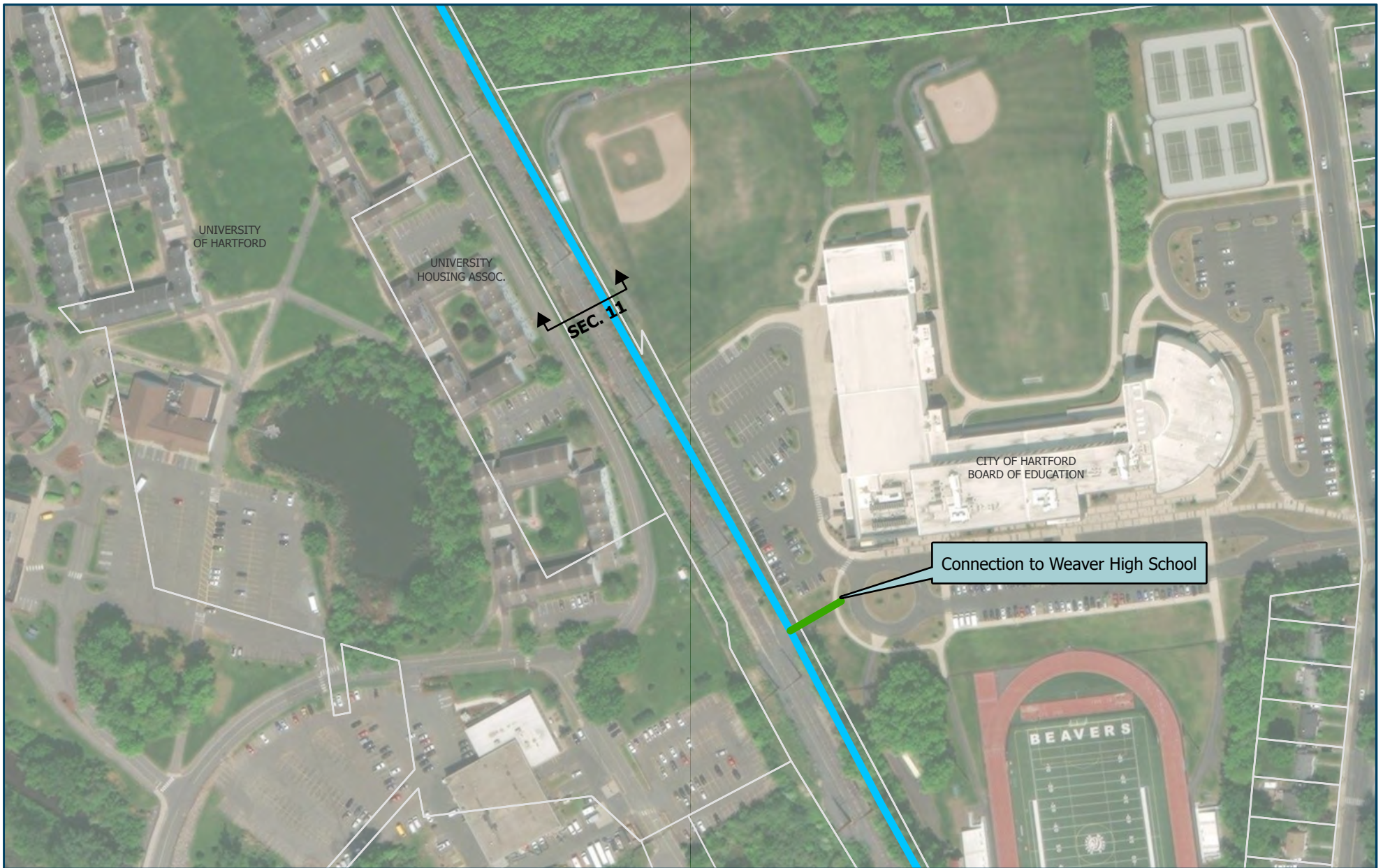
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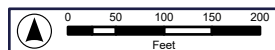
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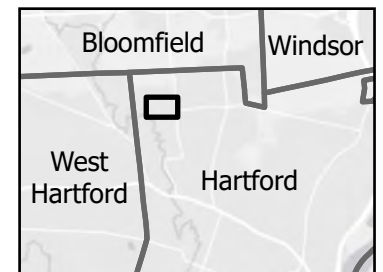
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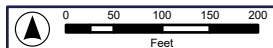

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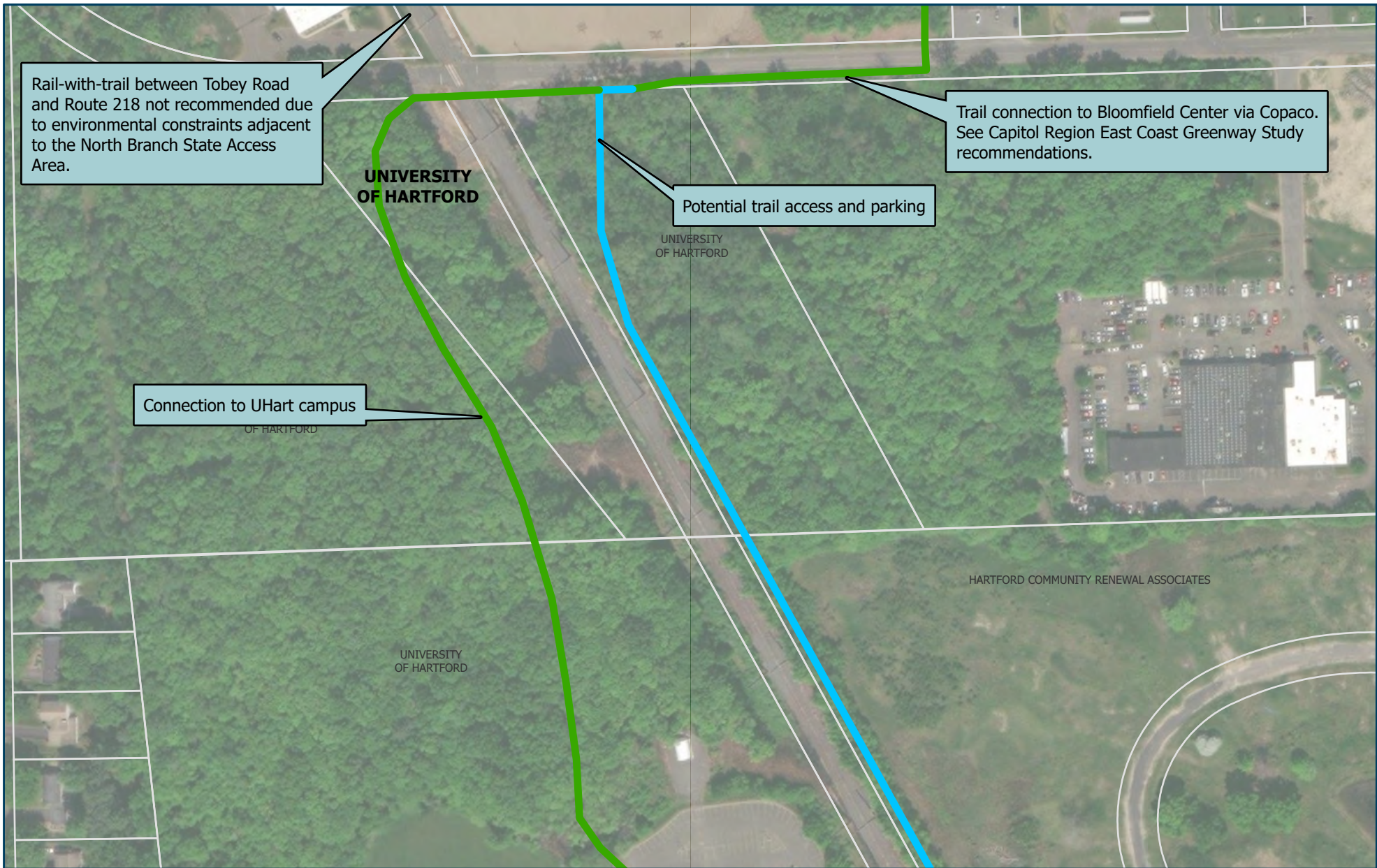
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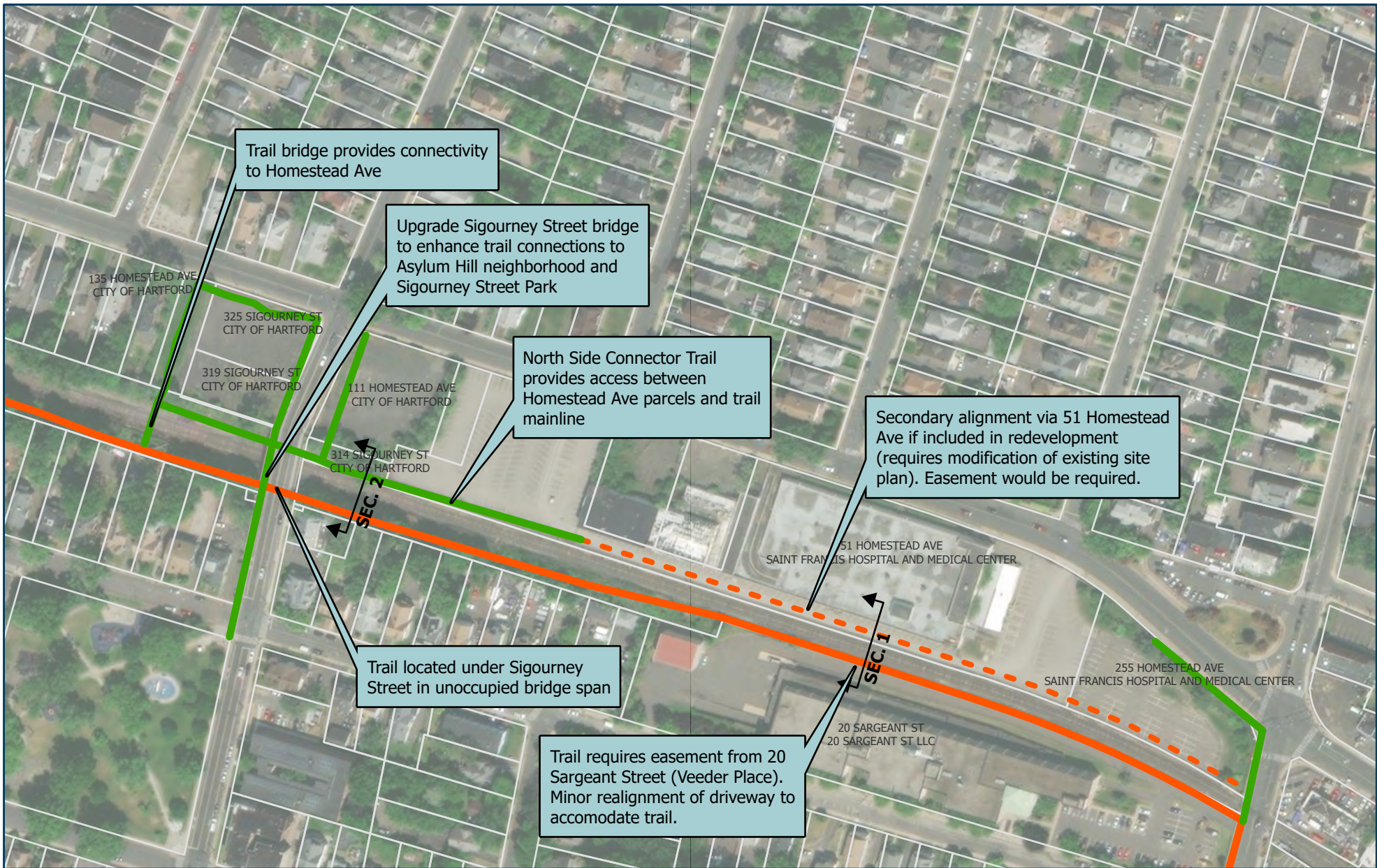




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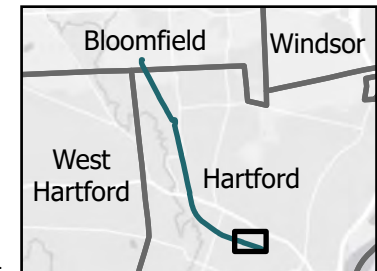
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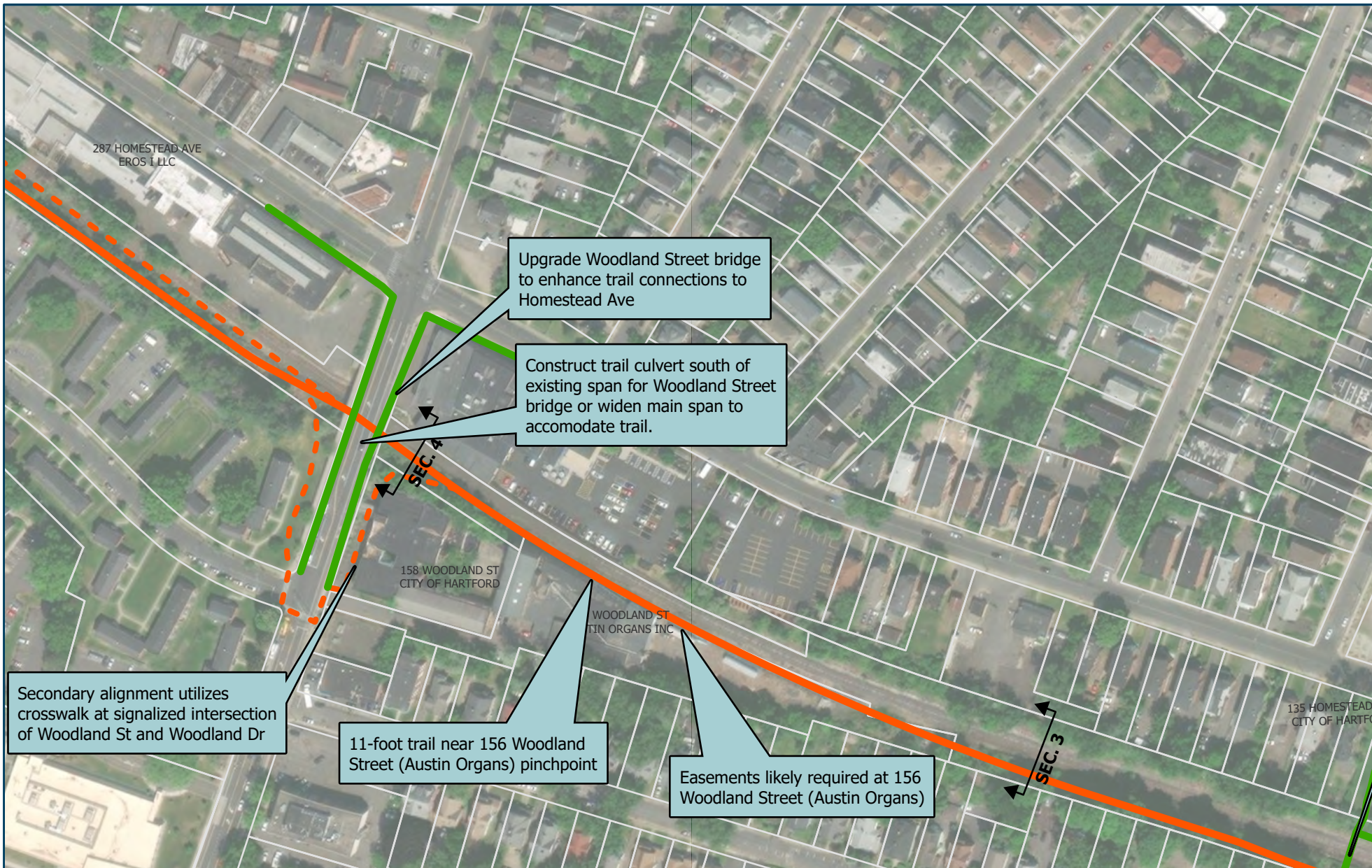




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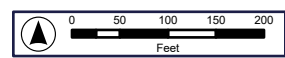
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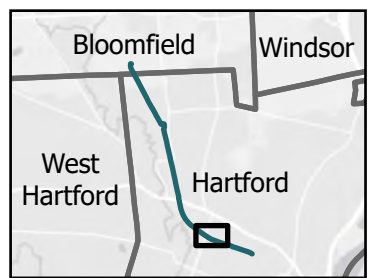


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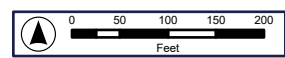
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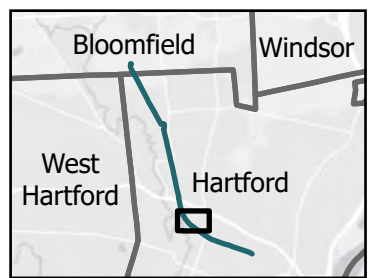


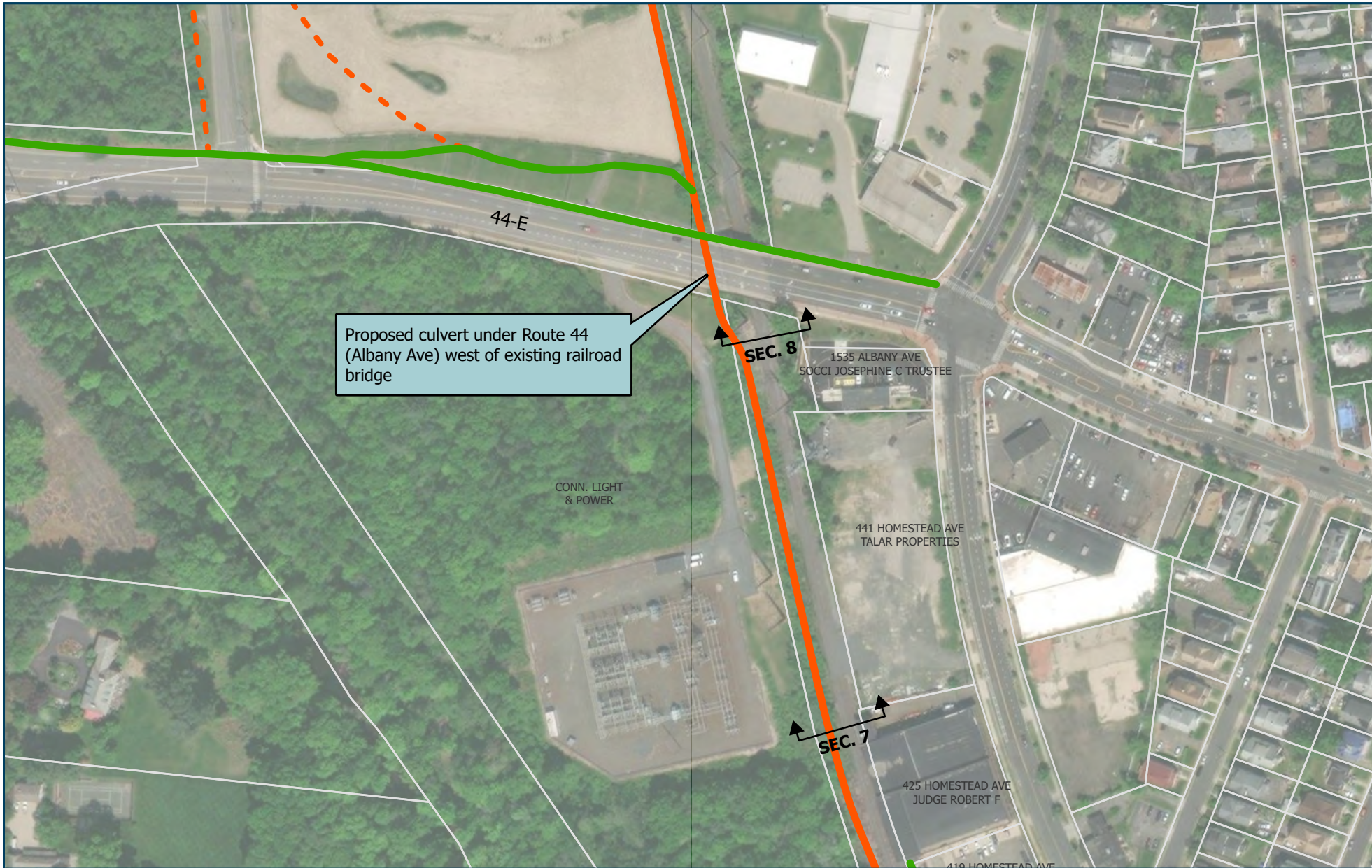
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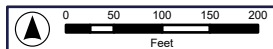
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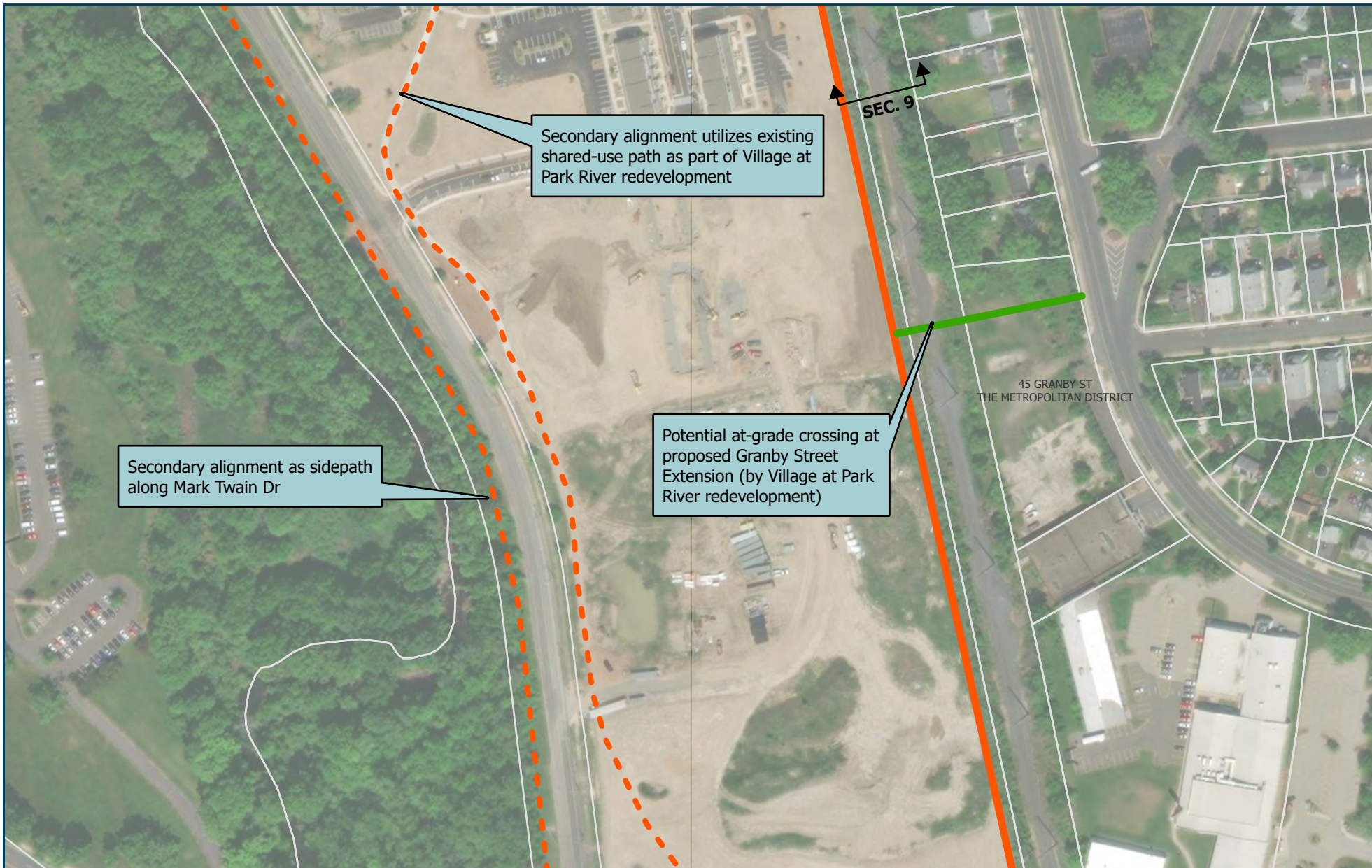
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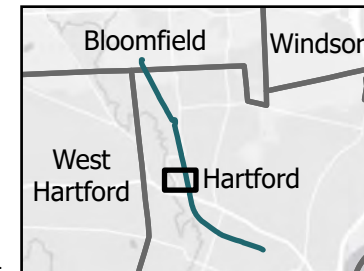
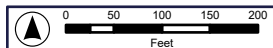
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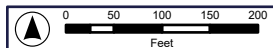
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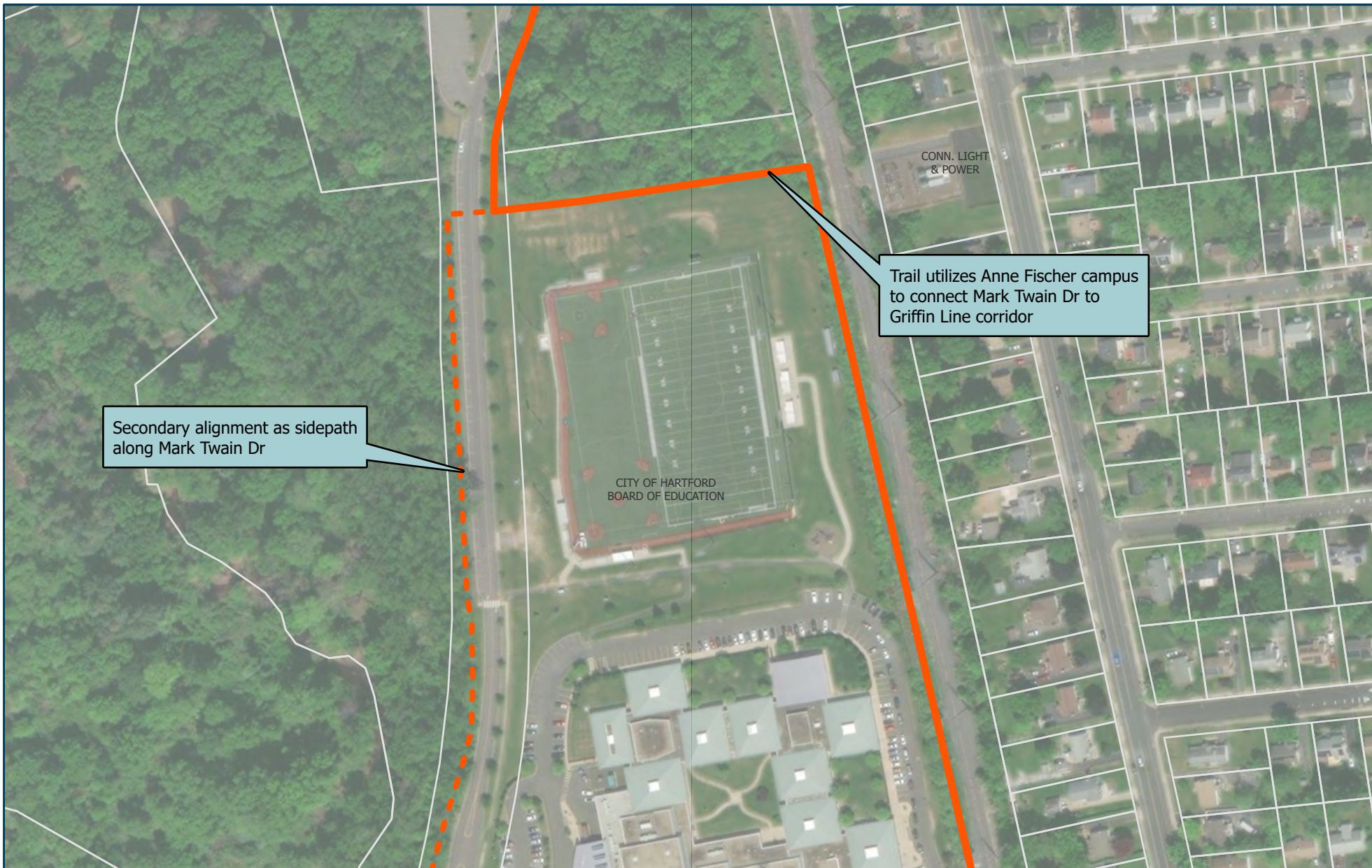




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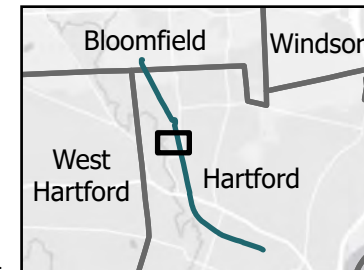
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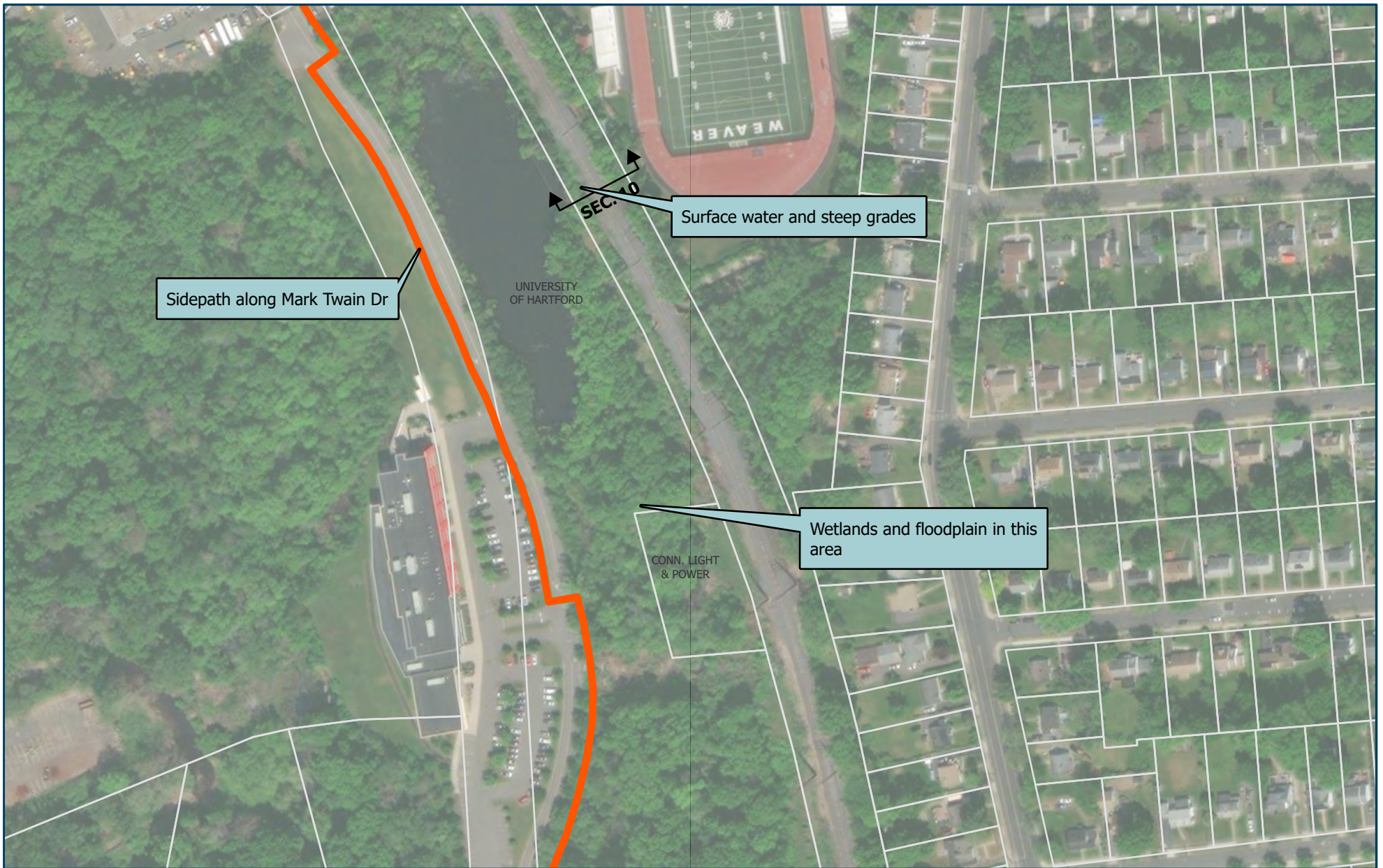
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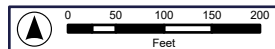
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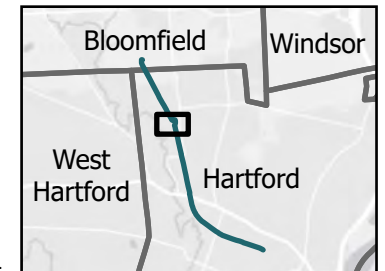
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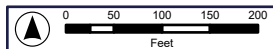
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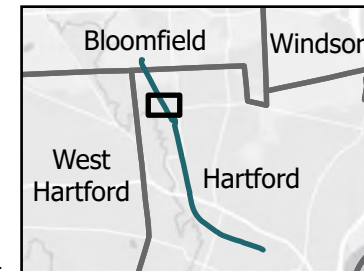
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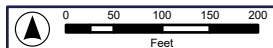

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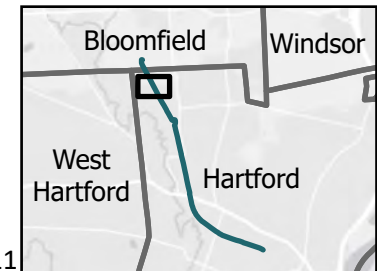
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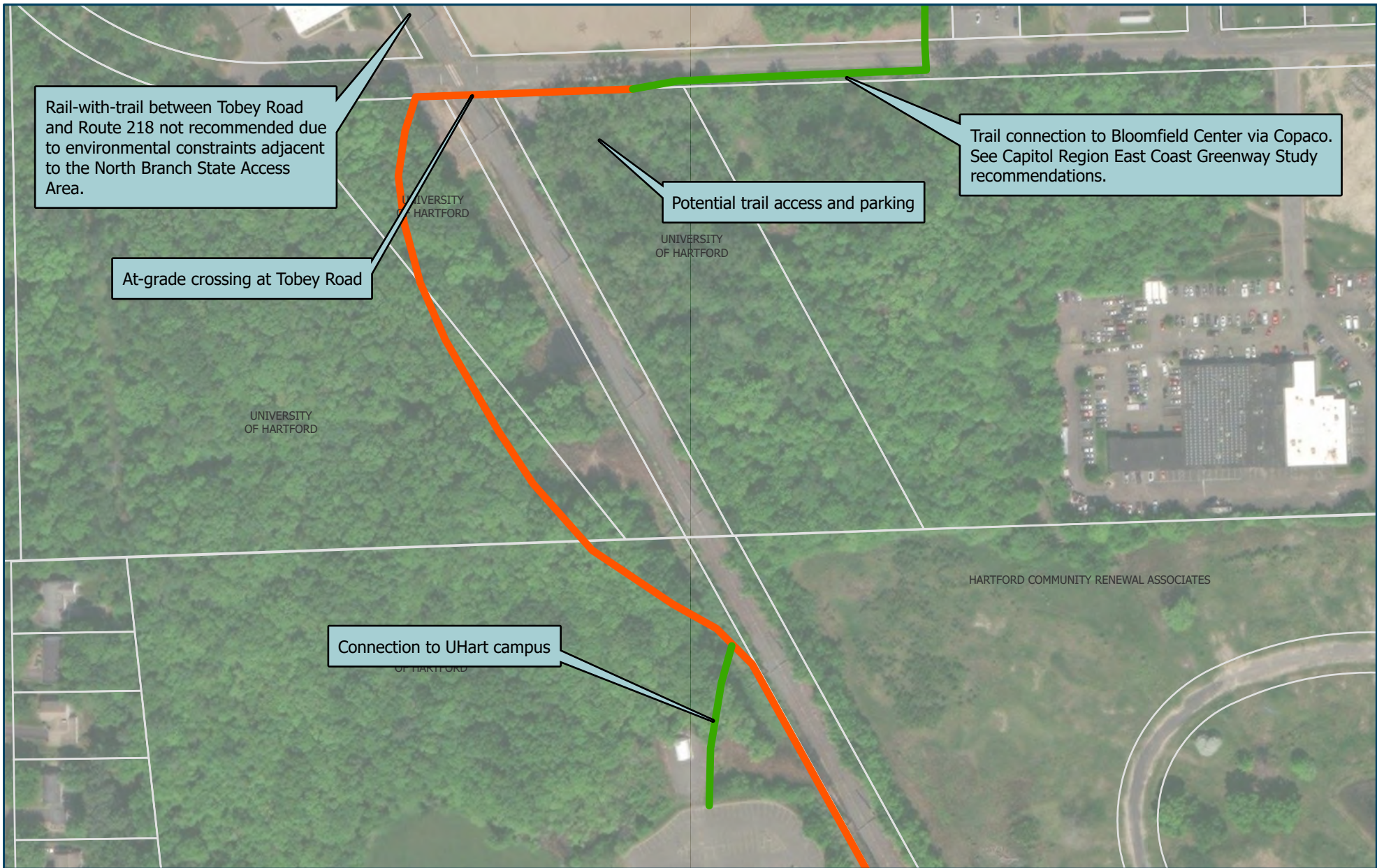
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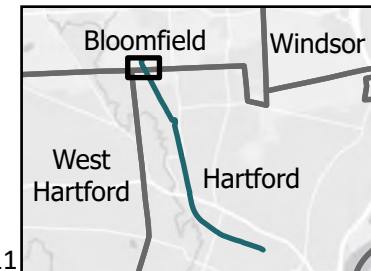
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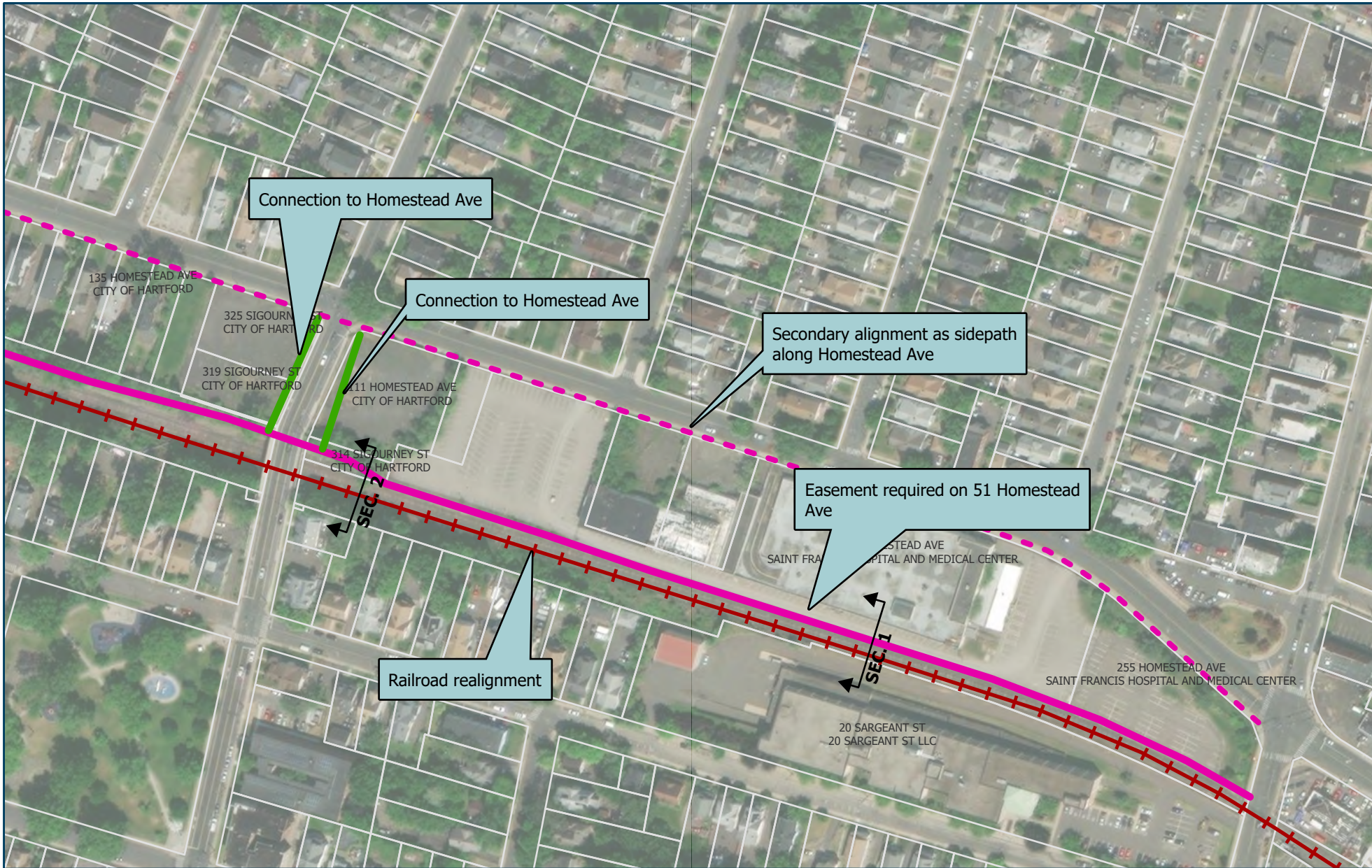




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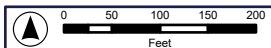
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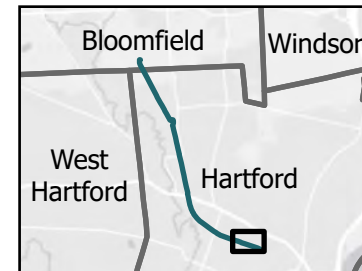


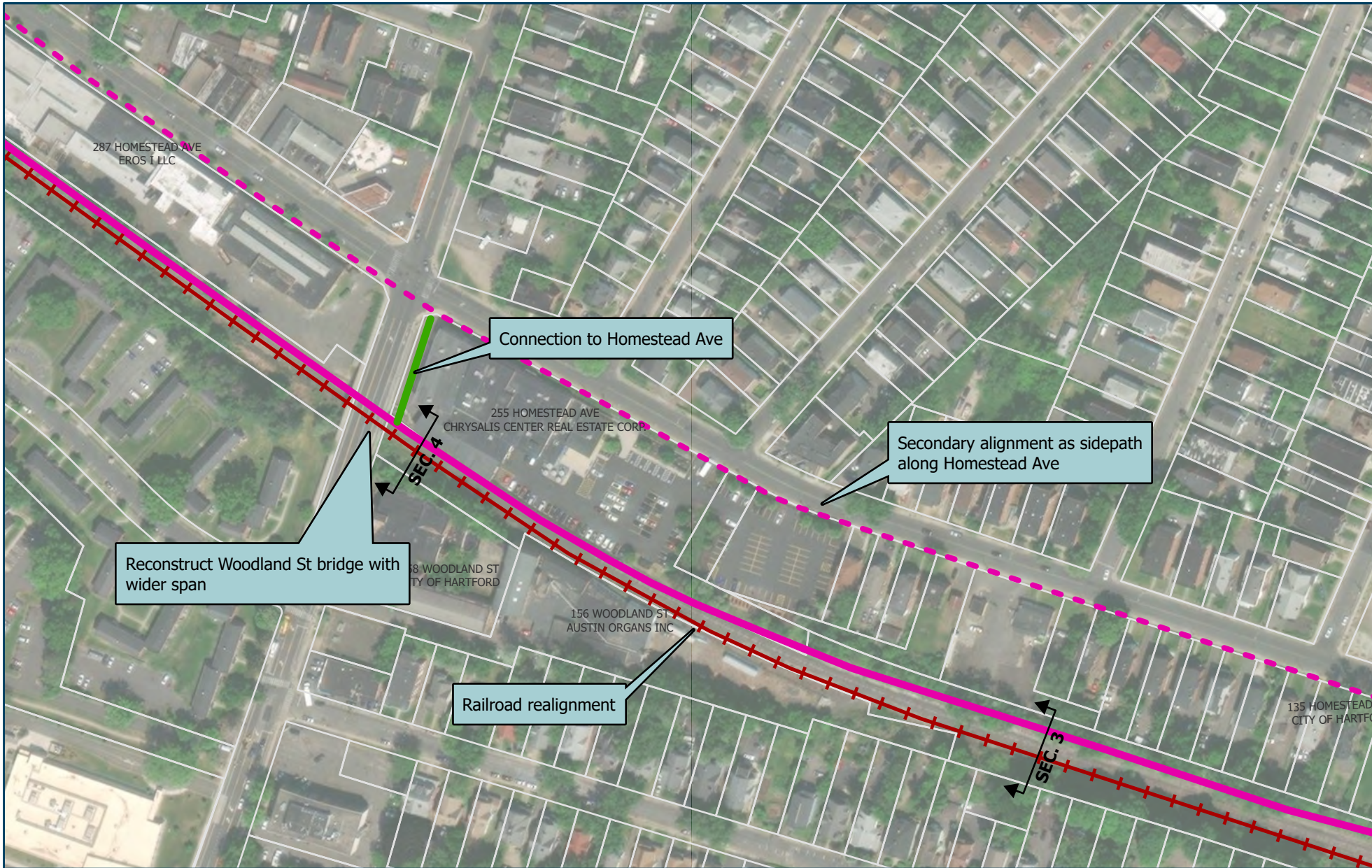
Northeast (NE) Alternative Mapbook

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- - - Northeast (NE) Alternative - Required Rail Realignment (1.3 Mi)
- Neighborhood Connections



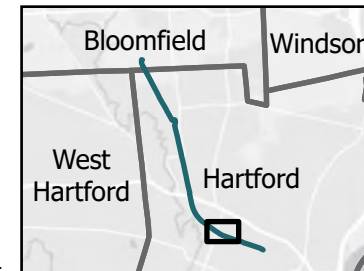
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Northeast (NE) Alternative Mapbook

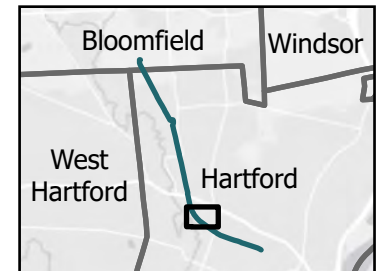
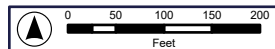
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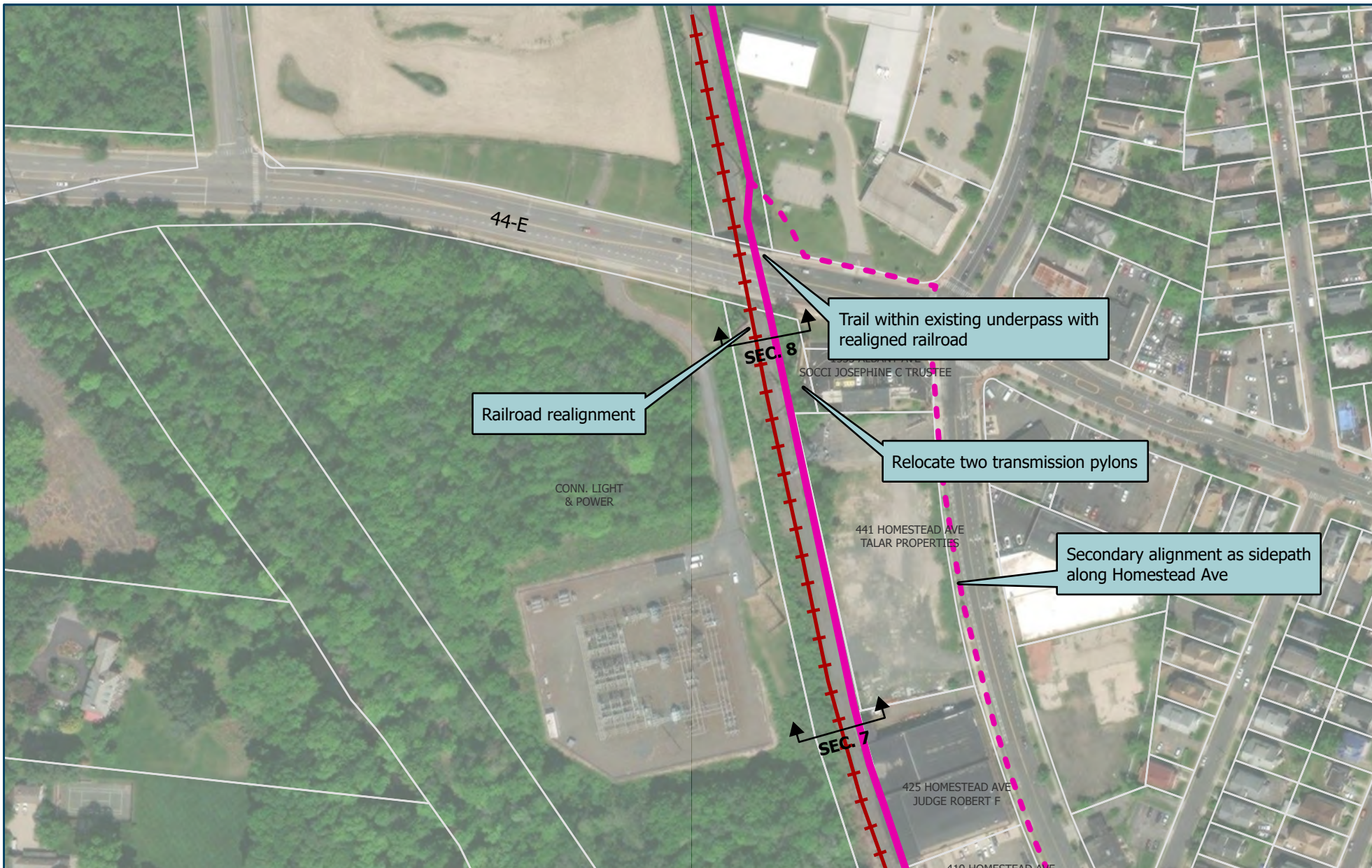




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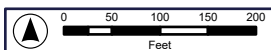
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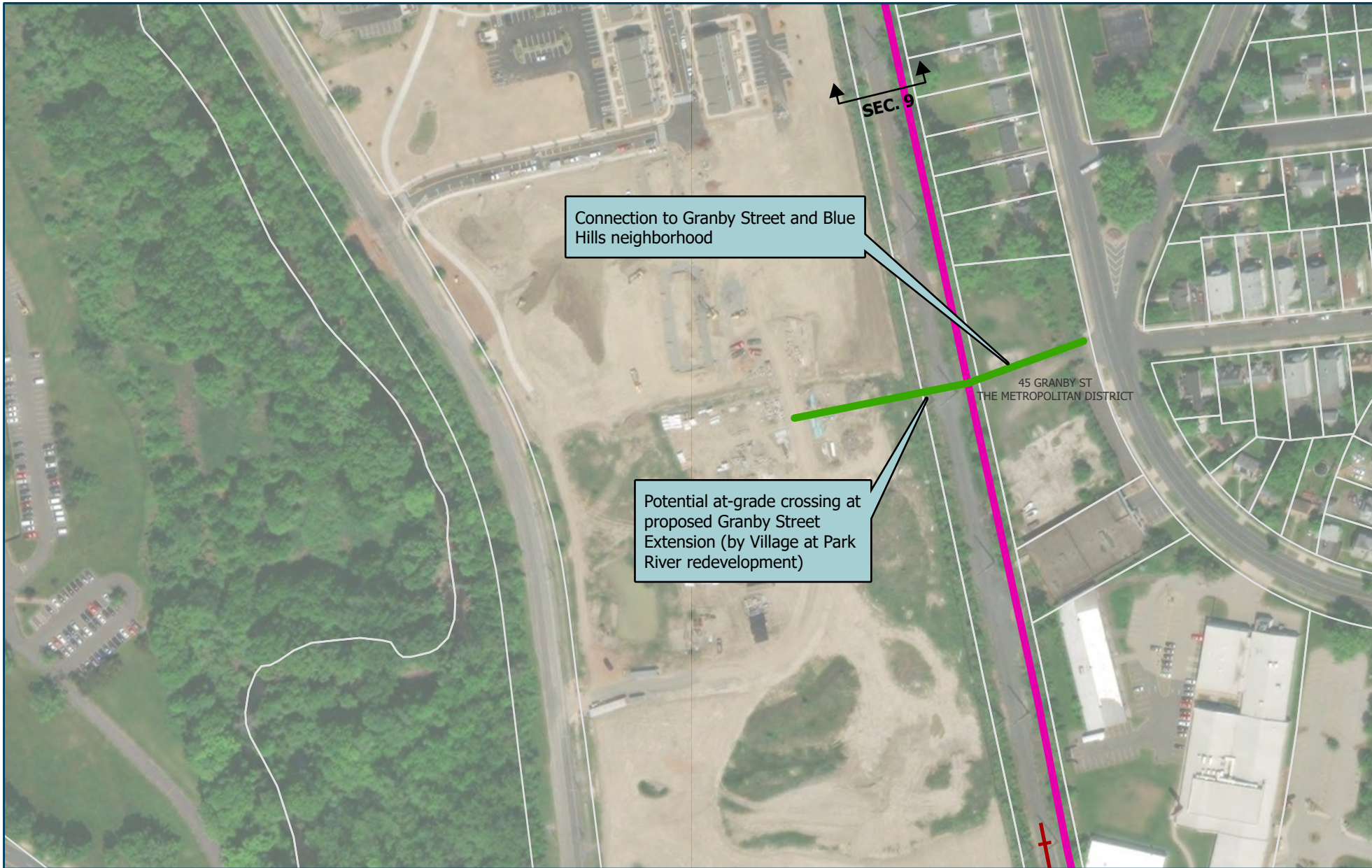
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1 inch = 200 feet





Connection to Granby Street and Blue Hills neighborhood

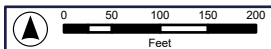
Potential at-grade crossing at proposed Granby Street Extension (by Village at Park River redevelopment)

45 GRANBY ST
THE METROPOLITAN DISTRICT

SEC. 9

Northeast (NE) Alternative Mapbook

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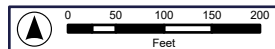
CITY OF HARTFORD
HOUSING AUTHORITY

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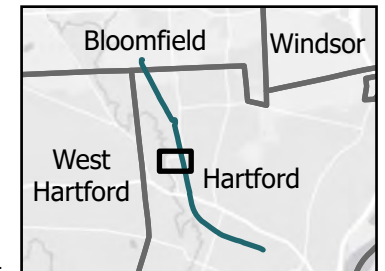


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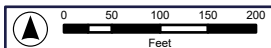



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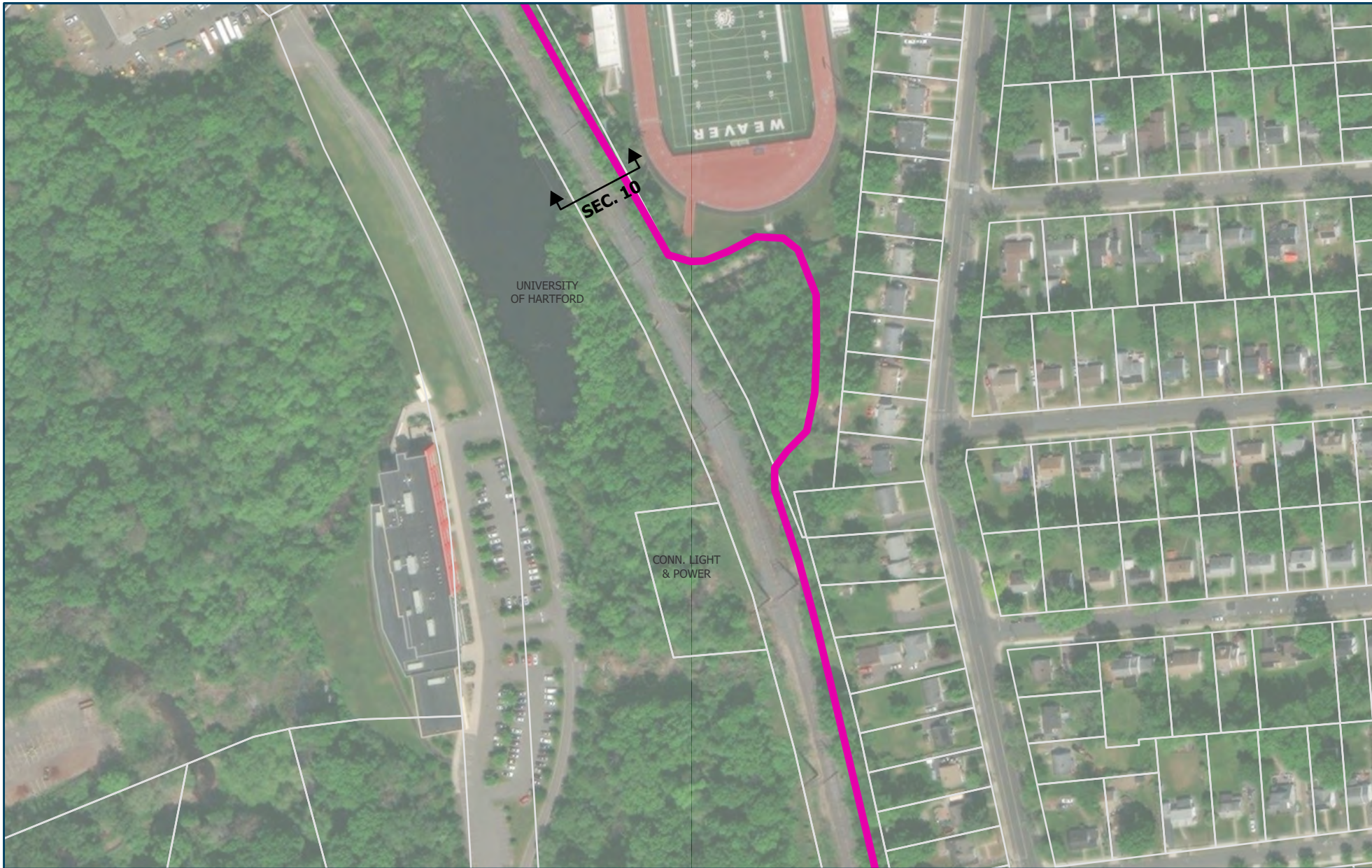
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1 inch = 200 feet

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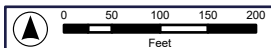



Capitol Region
 East Coast Greenway Study



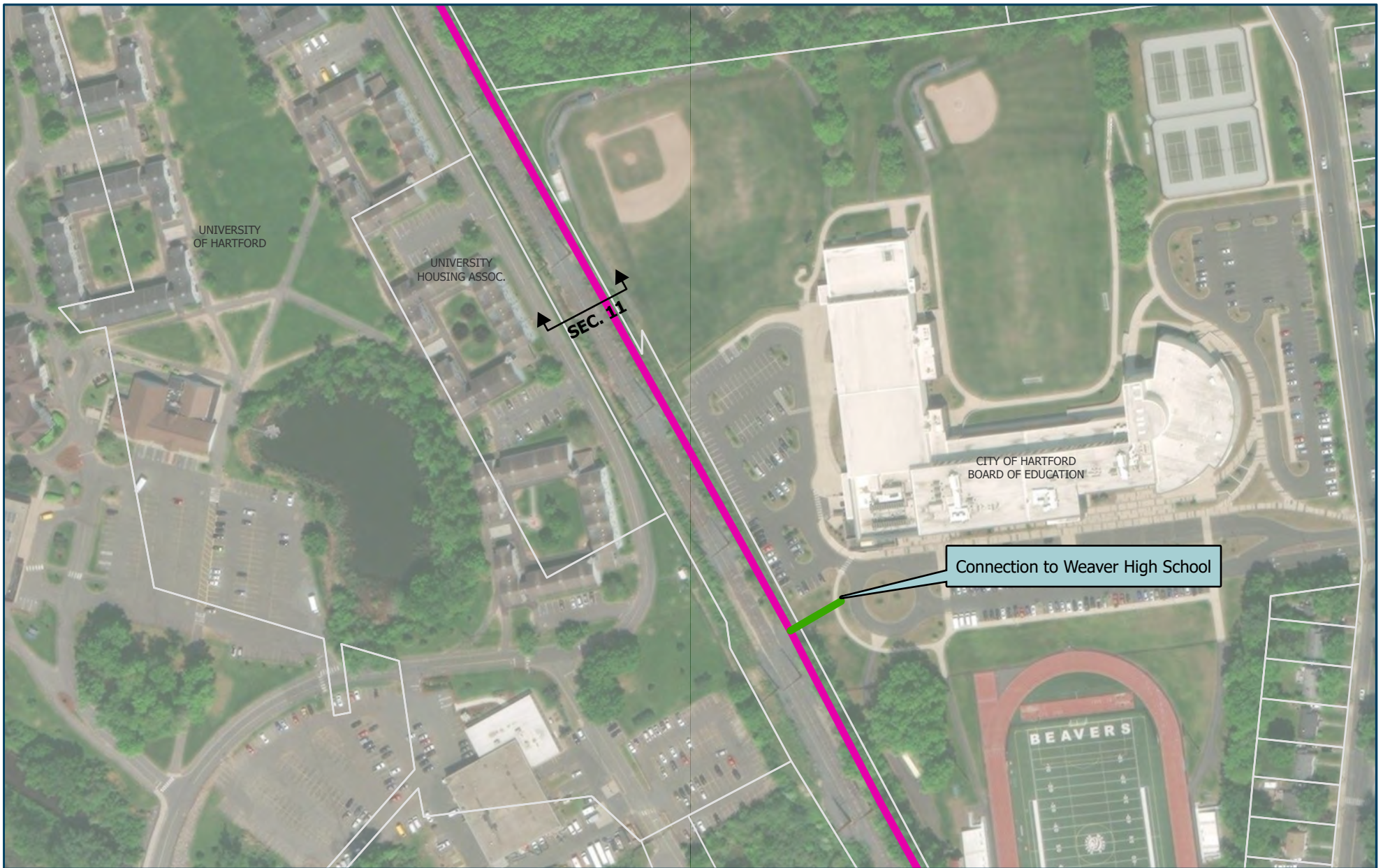
Northeast (NE) Alternative Mapbook

- █ Northeast (NE) Alternative - Primary Option
- █ Northeast (NE) Alternative - Secondary Options
- █ Northeast (NE) Alternative - Required Rail Realignment (1.3 Mi)
- █ Neighborhood Connections



1 inch = 200 feet



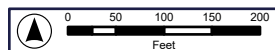



Capitol Region
 East Coast Greenway Study

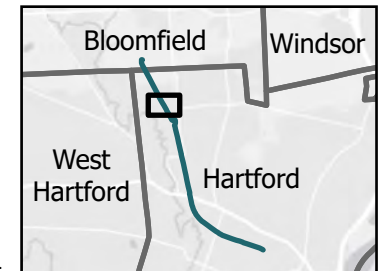


Northeast (NE) Alternative Mapbook

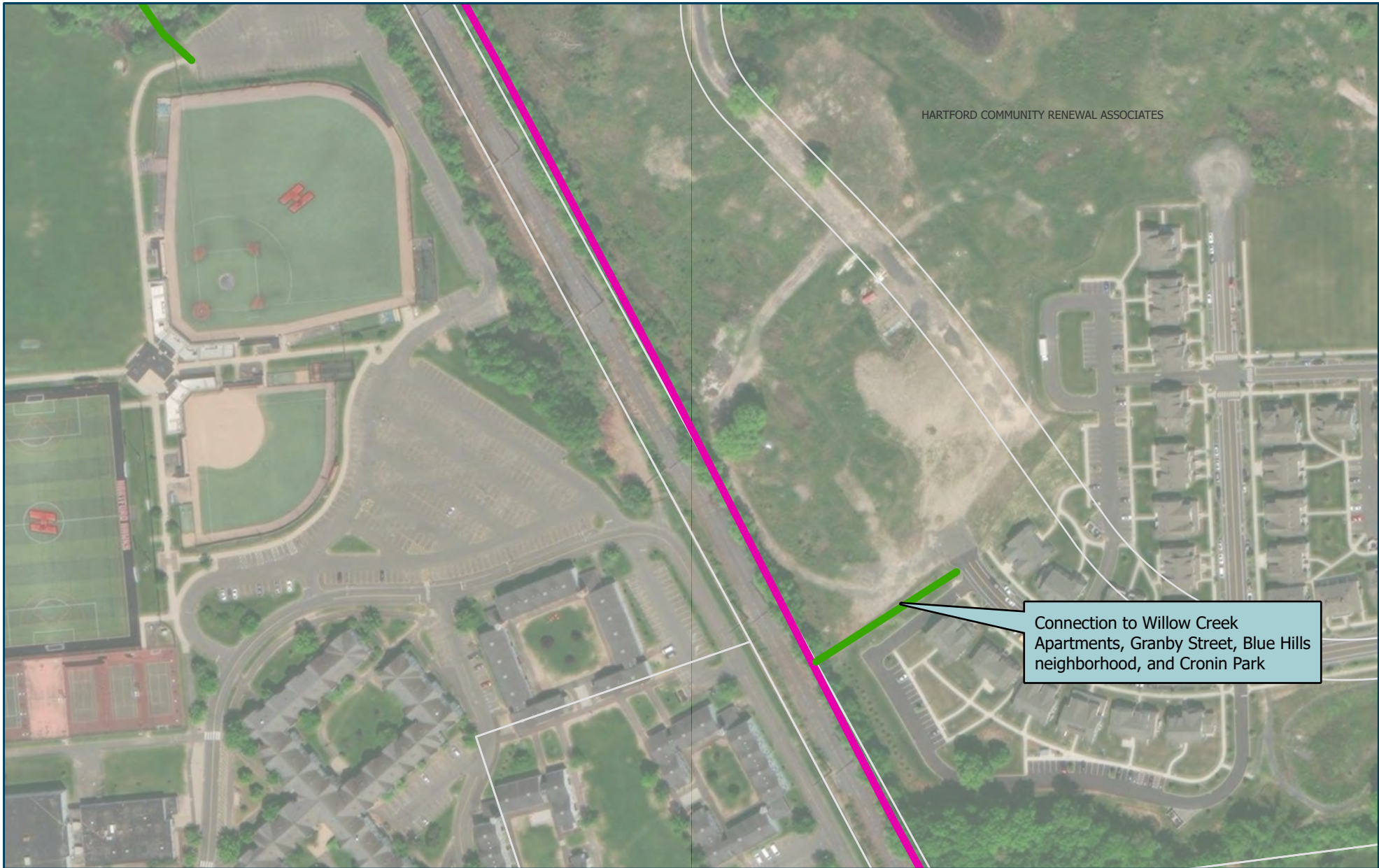
- █ Northeast (NE) Alternative - Primary Option
- █ Northeast (NE) Alternative - Secondary Options
- █ Northeast (NE) Alternative - Required Rail Realignment (1.3 Mi)
- █ Neighborhood Connections



1 inch = 200 feet



Data Source: FHI Studio, CT ECO
 Map Produced 1/12/2024

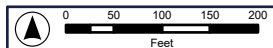


Capitol Region
East Coast Greenway Study

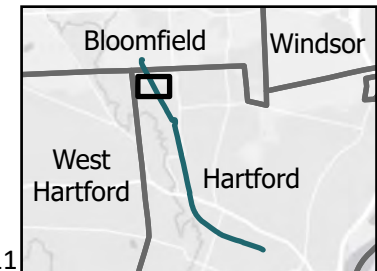


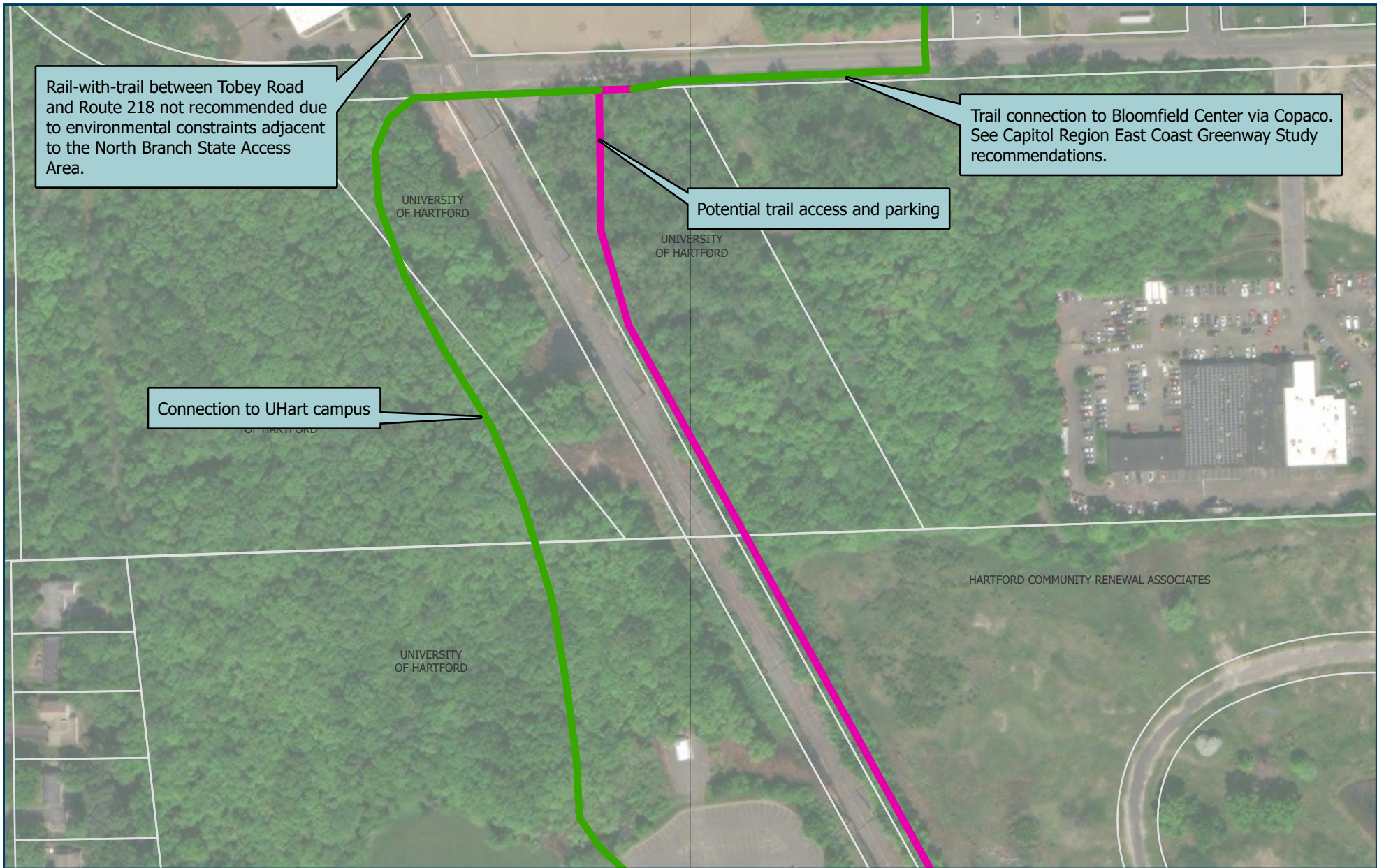
Northeast (NE) Alternative Mapbook

- █ Northeast (NE) Alternative - Primary Option
- █ Northeast (NE) Alternative - Secondary Options
- █ Northeast (NE) Alternative - Required Rail Realignment (1.3 Mi)
- █ Neighborhood Connections



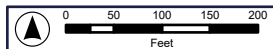
1 inch = 200 feet



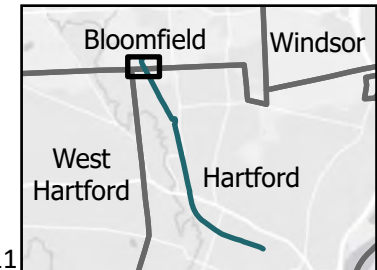


Northeast (NE) Alternative Mapbook

- Northeast (NE) Alternative - Primary Option
- Northeast (NE) Alternative - Secondary Options
- Northeast (NE) Alternative - Required Rail Realignment (1.3 Mi)
- Neighborhood Connections



1 inch = 200 feet





APPENDIX D: RAIL RELOCATION ALIGNMENT

Location 4
Track shifted
south by 13'

Location 3
Track shifted
south by 7'

Location 2
Track shifted
south by 7'

Location 1
Track shifted
south by 8'

Garden St
Match existing
alignment



200' north of Albany Ave
Match existing alignment

Location 8
Track shifted west by 4'

2 power pylons impacted

Location 7
Track shifted west by 15'

Location 6
Track shifted west by 18'

Location 5
Track shifted west by 17'

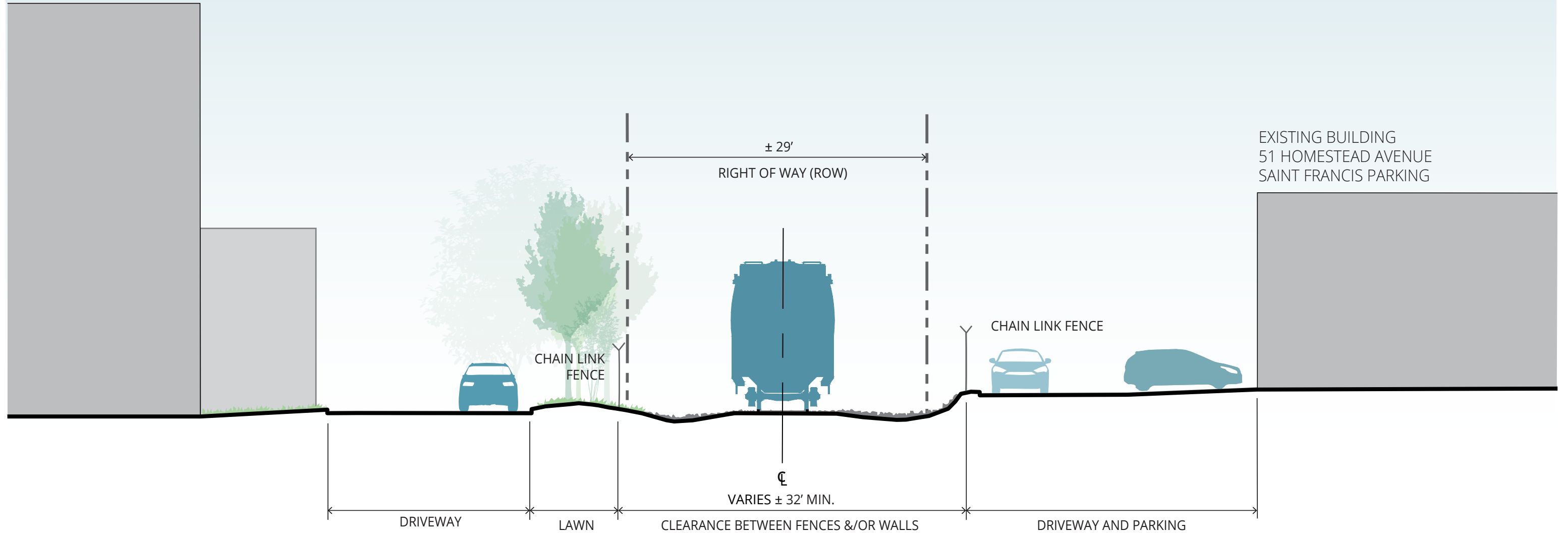
Location 4
Track shifted west by 13'





APPENDIX E: CROSS SECTIONS

EXISTING BUILDING
20 SARGEANT STREET
VEEDER PLACE

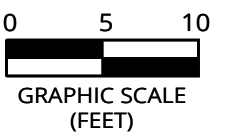


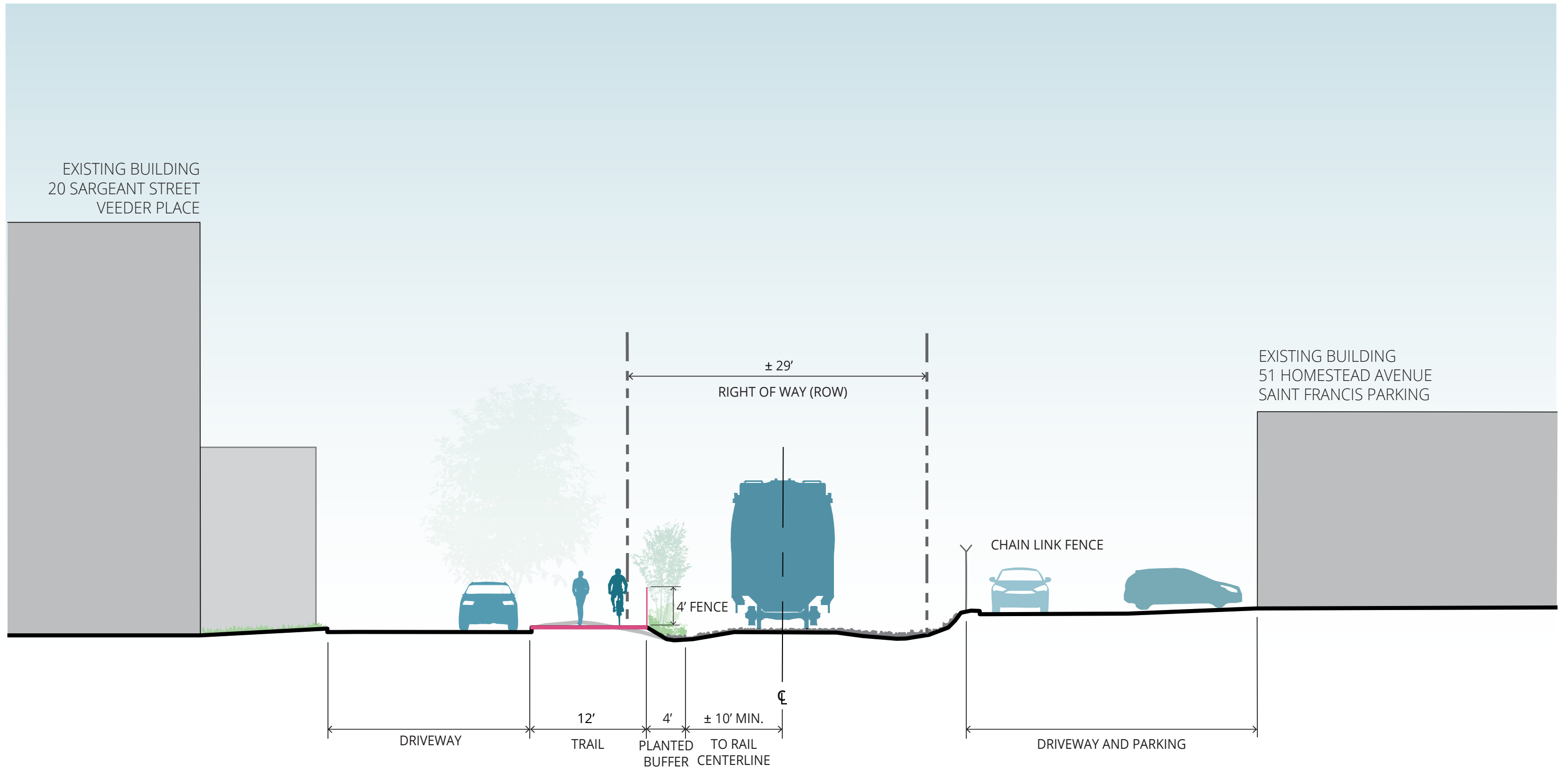
EXISTING BUILDING
51 HOMESTEAD AVENUE
SAINT FRANCIS PARKING

EXISTING CONDITIONS

LOCATION #1

FACING NORTHWEST AT 51 HOMESTEAD AVENUE

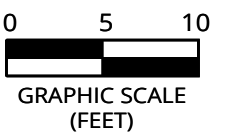




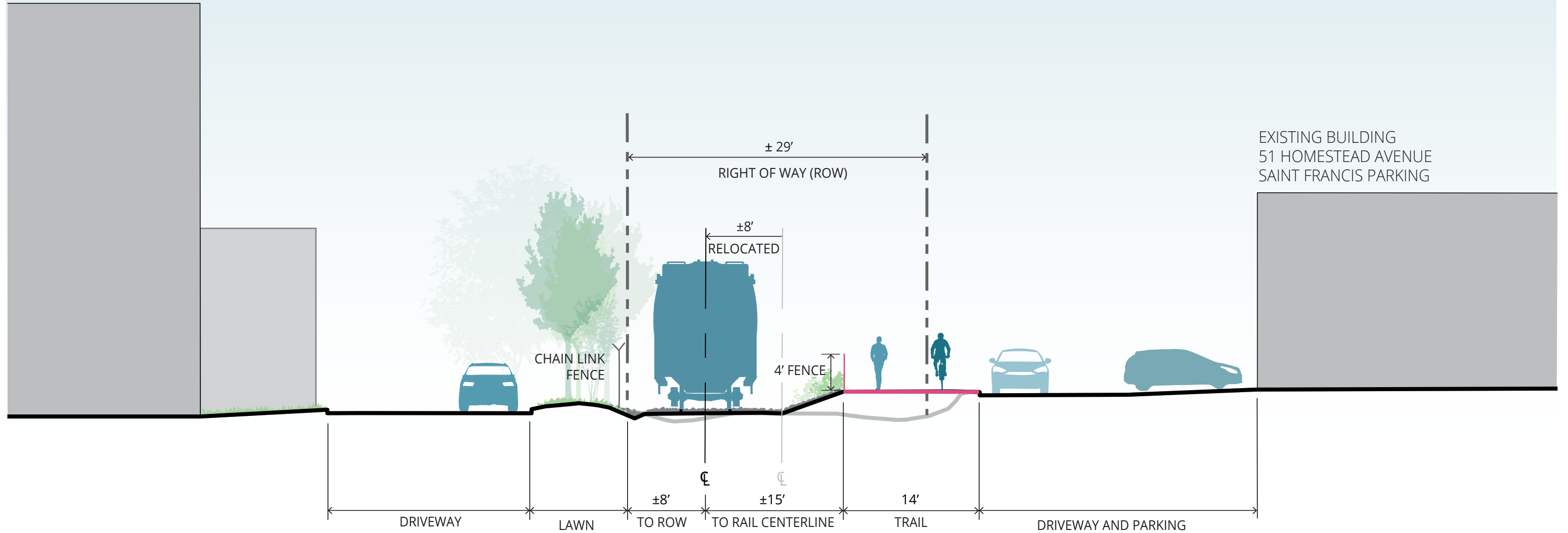
SOUTHWEST (SW) ALTERNATIVE (PREFERRED ALIGNMENT)

LOCATION #1

FACING NORTHWEST AT 51 HOMESTEAD AVENUE

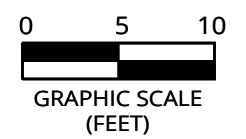


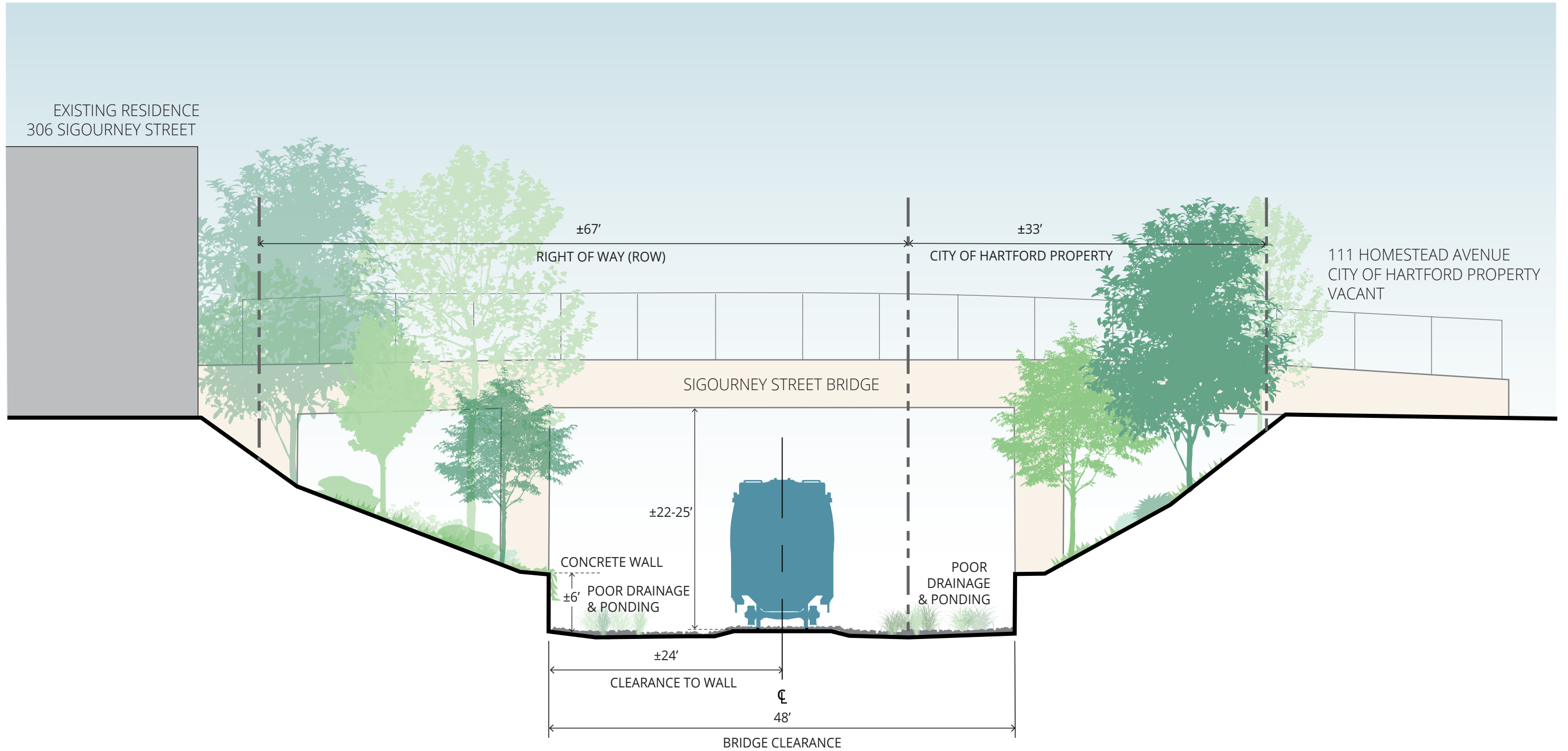
EXISTING BUILDING
20 SARGEANT STREET
VEEDER PLACE



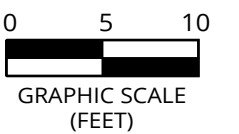
EXISTING BUILDING
51 HOMESTEAD AVENUE
SAINT FRANCIS PARKING

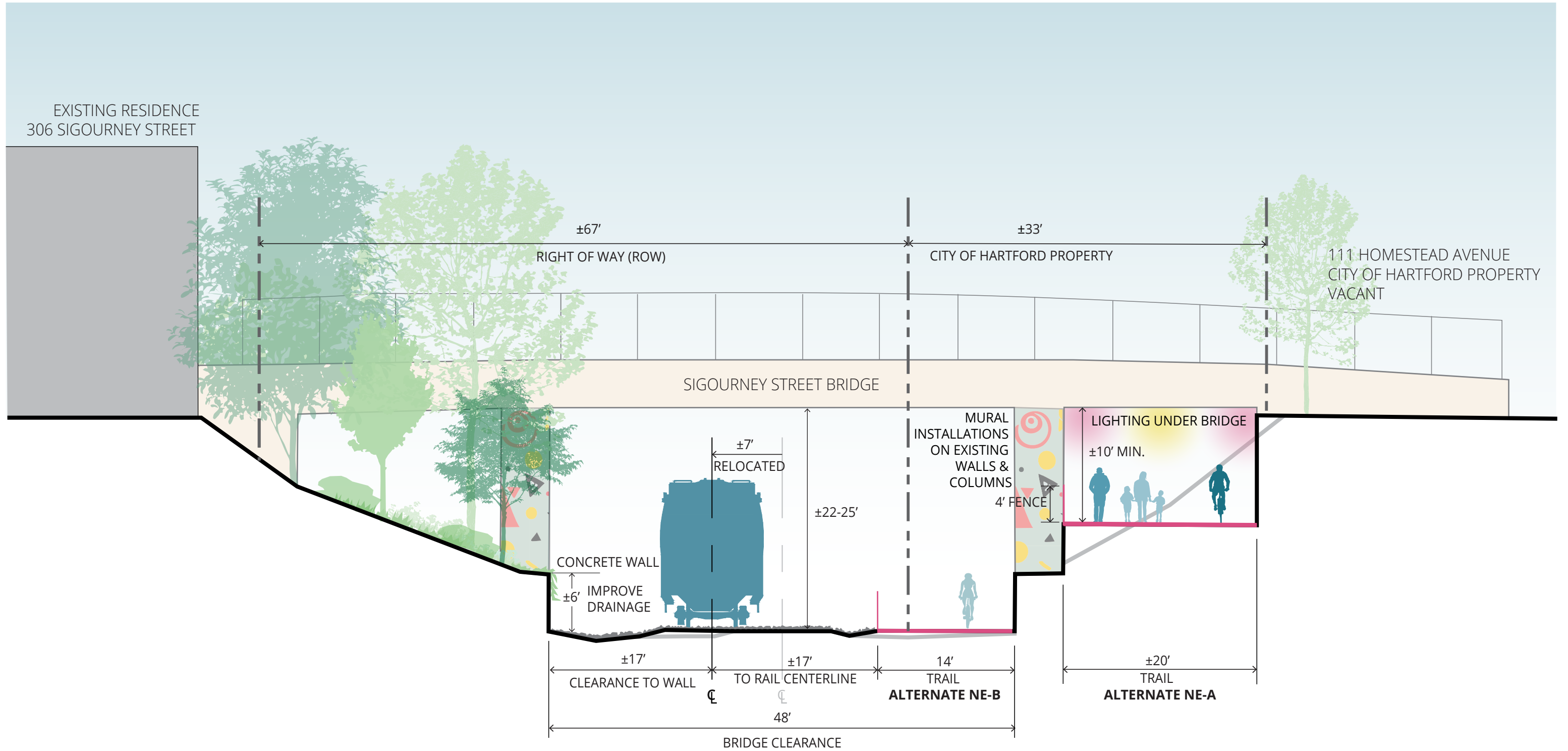
NORTHEAST (NE) ALTERNATIVE
LOCATION #1
FACING NORTHWEST AT 51 HOMESTEAD AVENUE





EXISTING CONDITIONS
 LOCATION #2
 FACING NORTHWEST AT SIGOURNEY STREET





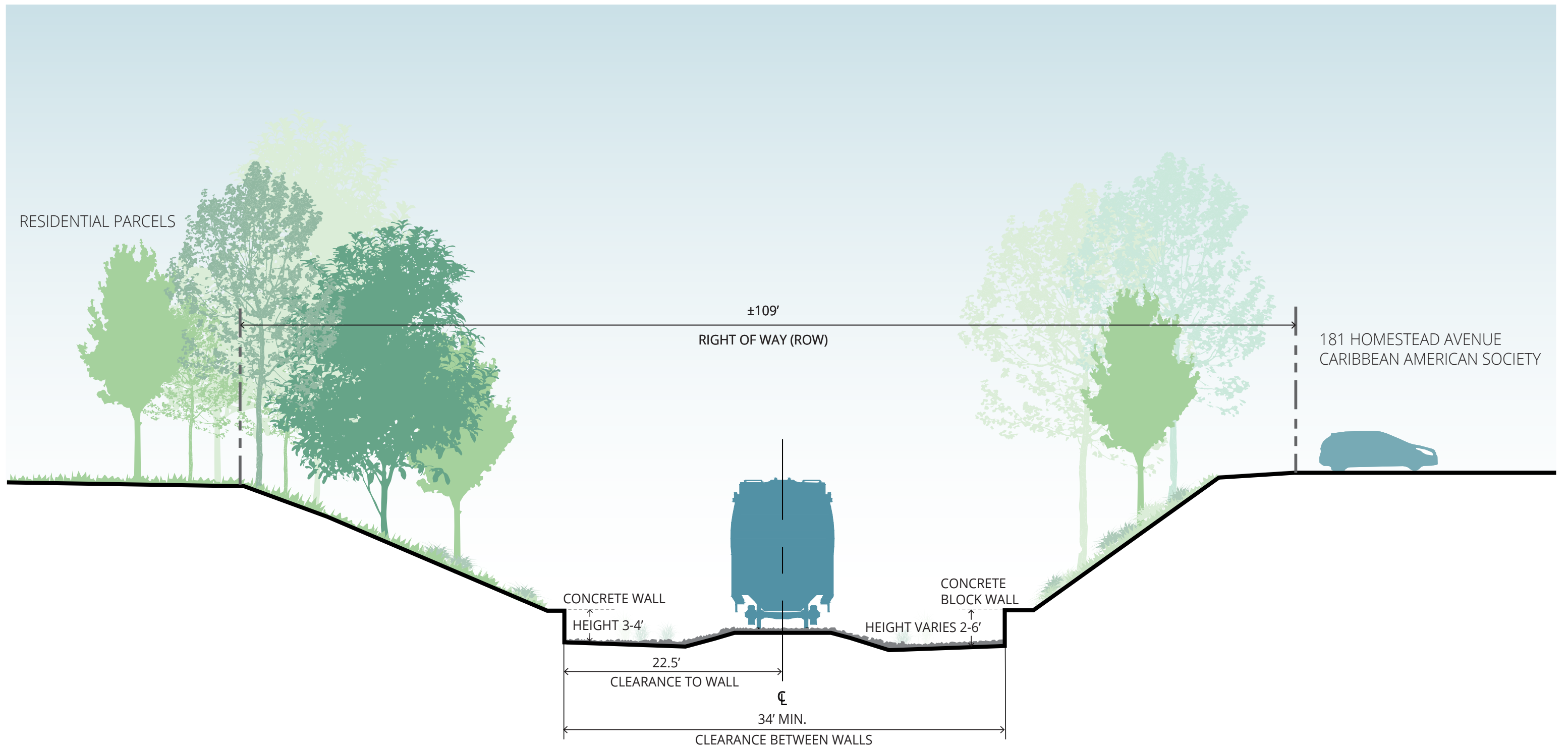
NORTHEAST (NE) ALTERNATIVE
 LOCATION #2
 FACING NORTHWEST AT SIGOURNEY STREET

RESIDENTIAL PARCELS

±109'

RIGHT OF WAY (ROW)

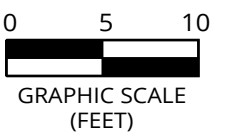
181 HOMESTEAD AVENUE
CARIBBEAN AMERICAN SOCIETY

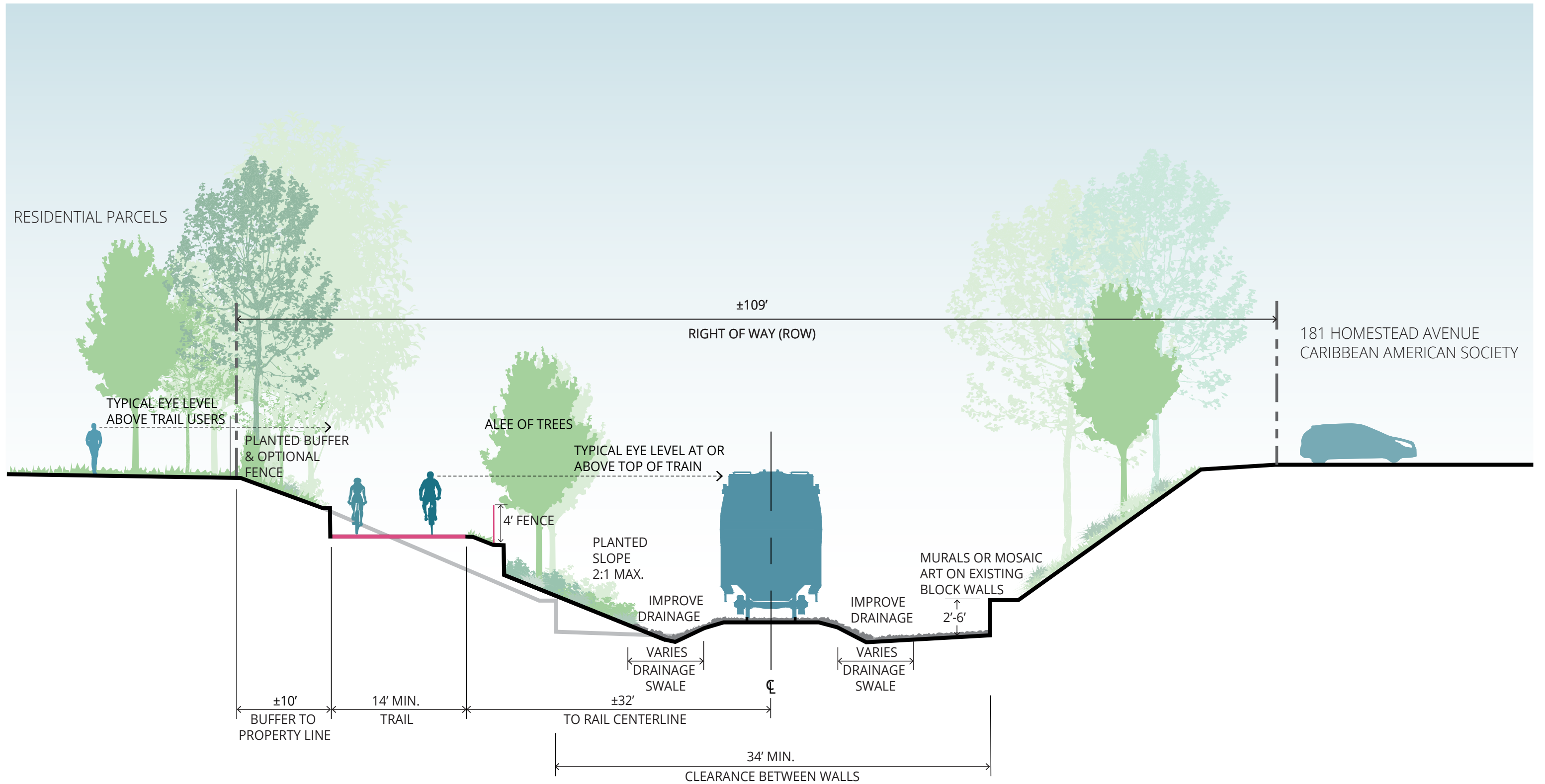


EXISTING CONDITIONS

LOCATION #3

FACING NORTHWEST BETWEEN SIGOURNEY STREET AND WOODLAND STREET

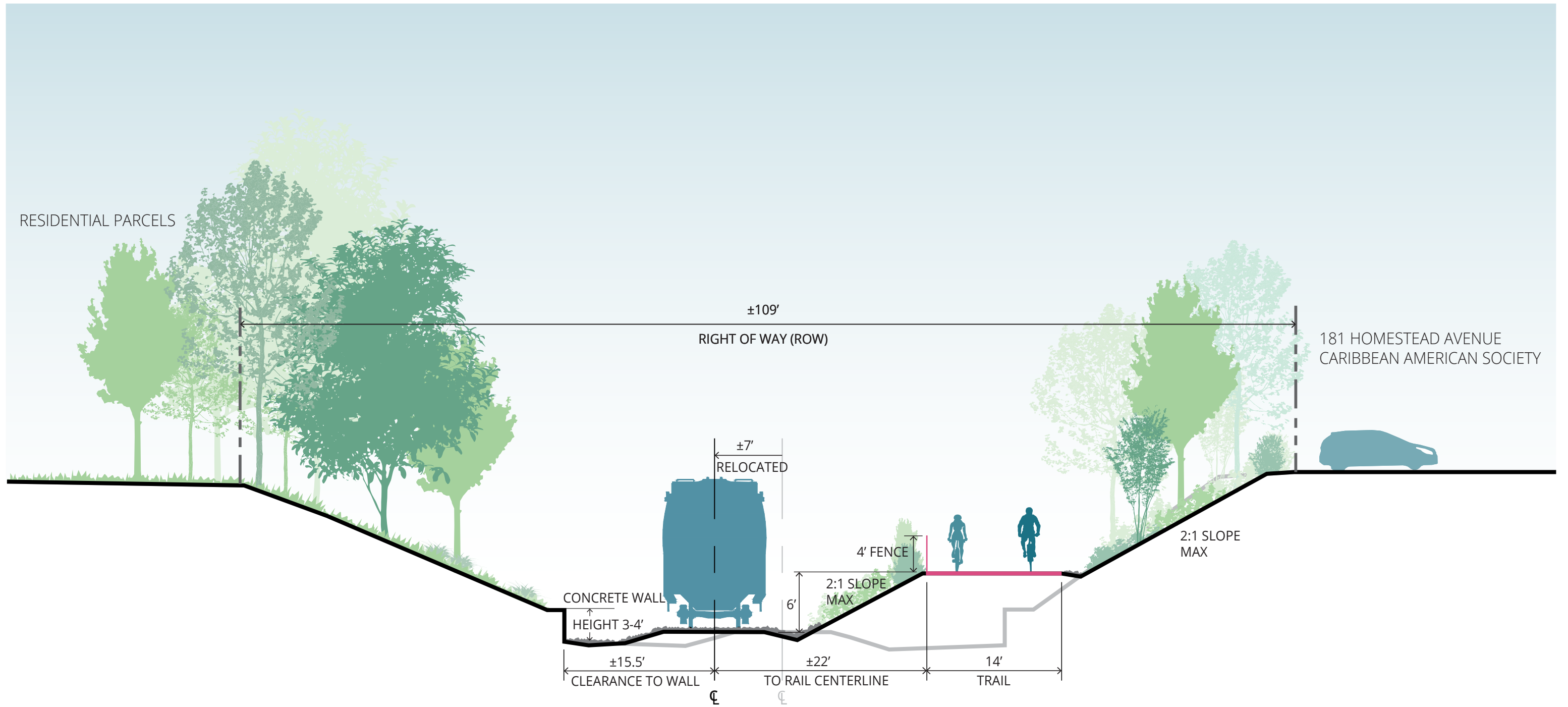




SOUTHWEST (SW) ALTERNATIVE (PREFERRED ALIGNMENT)

LOCATION #3

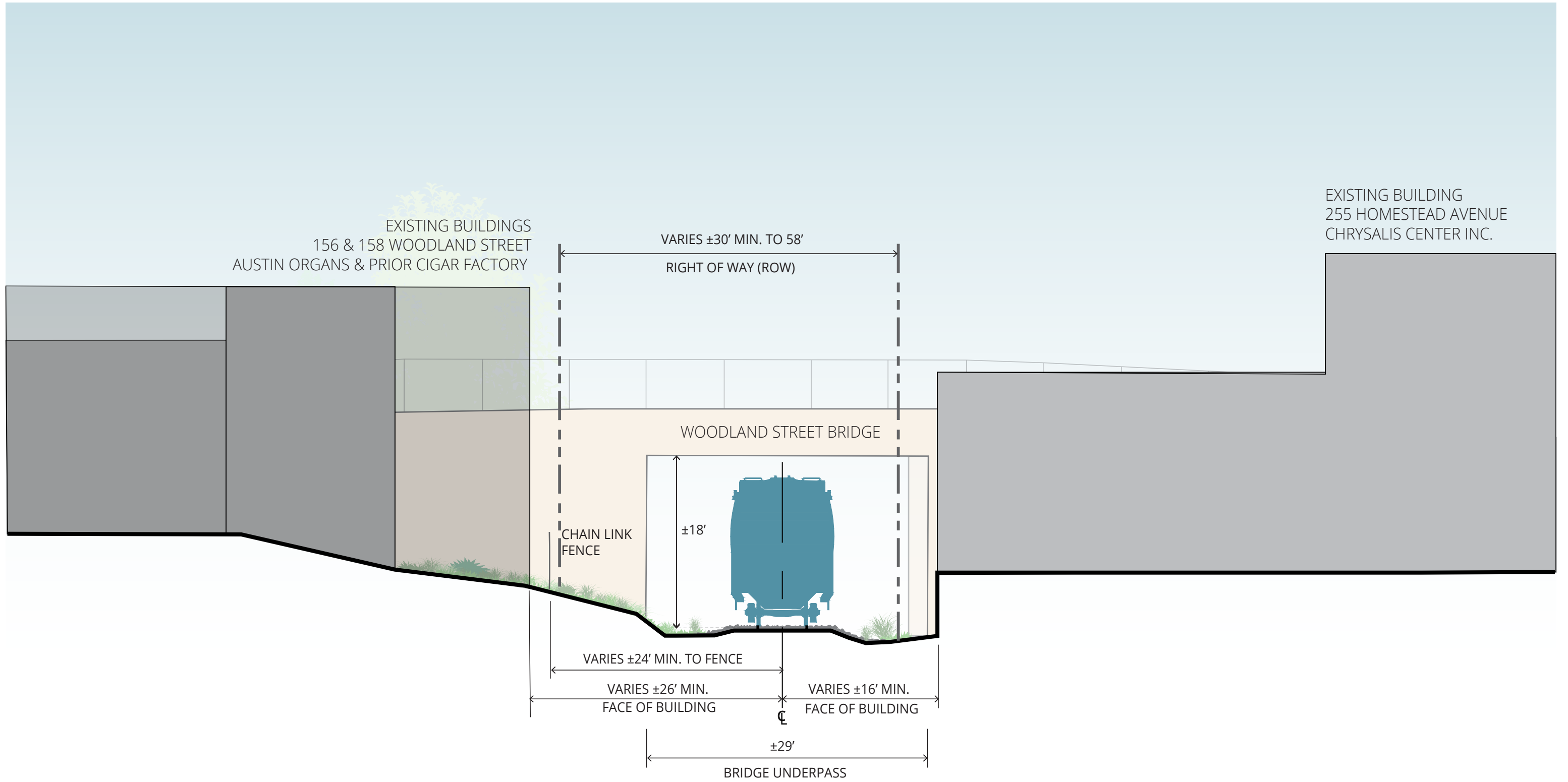
FACING NORTHWEST BETWEEN SIGOURNEY STREET AND WOODLAND STREET



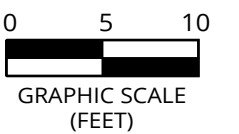
NORTHEAST (NE) ALTERNATIVE

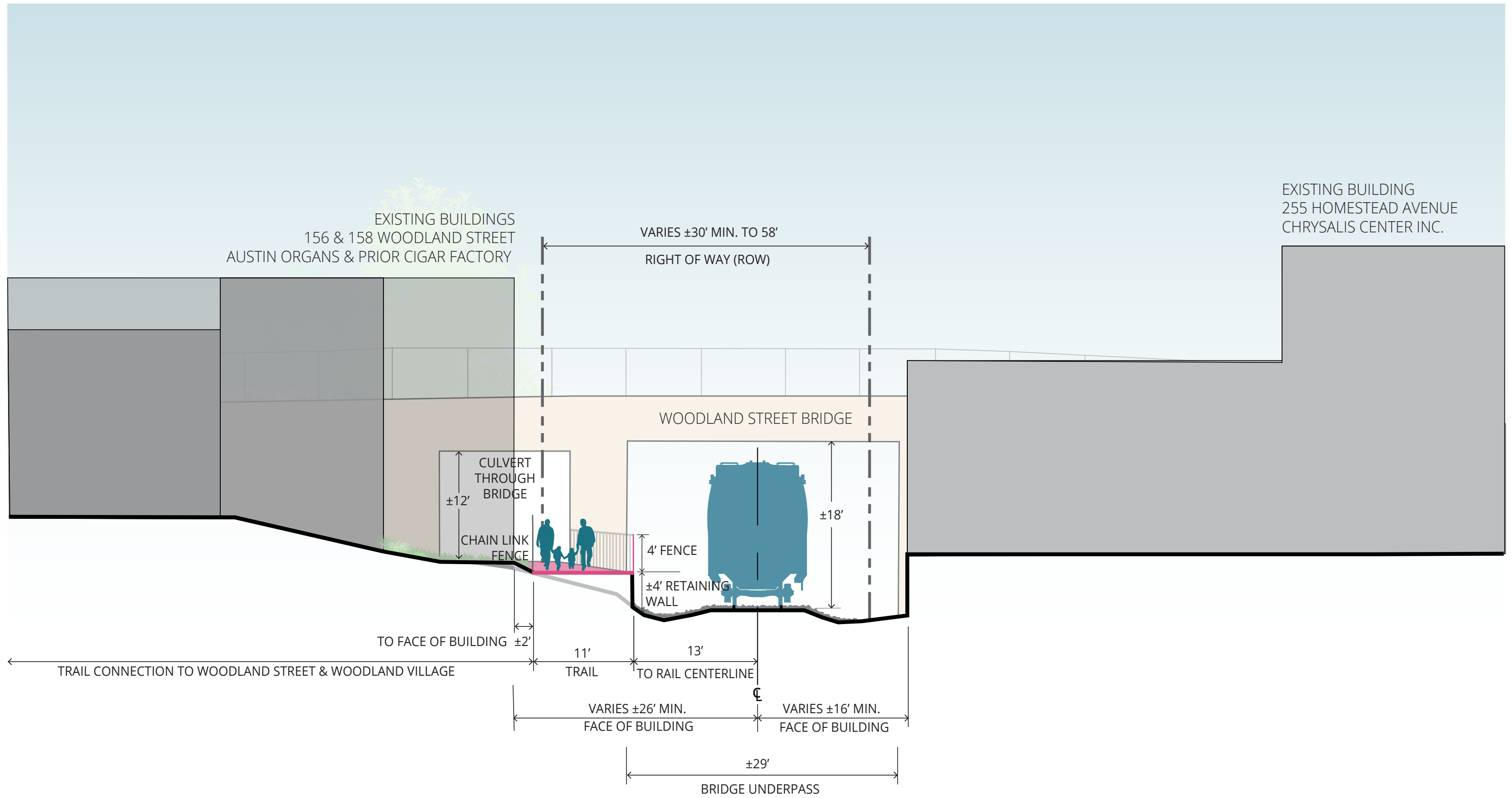
LOCATION #3

FACING NORTHWEST BETWEEN SIGOURNEY STREET AND WOODLAND STREET



EXISTING CONDITIONS
LOCATION #4
FACING NORTHWEST AT WOODLAND STREET

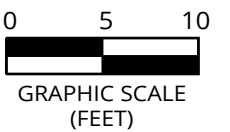




SOUTHWEST (SW) ALTERNATIVE (PREFERRED ALIGNMENT)

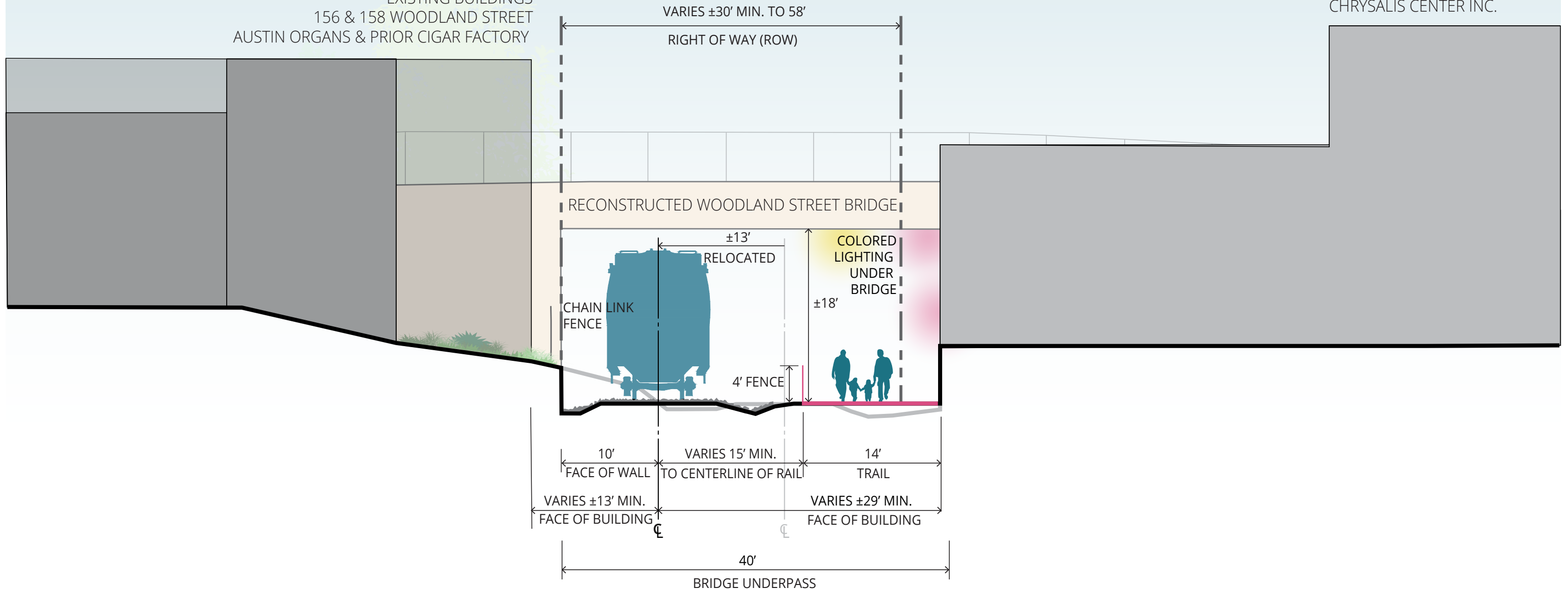
LOCATION #4

FACING NORTHWEST AT WOODLAND STREET

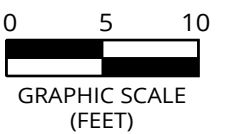


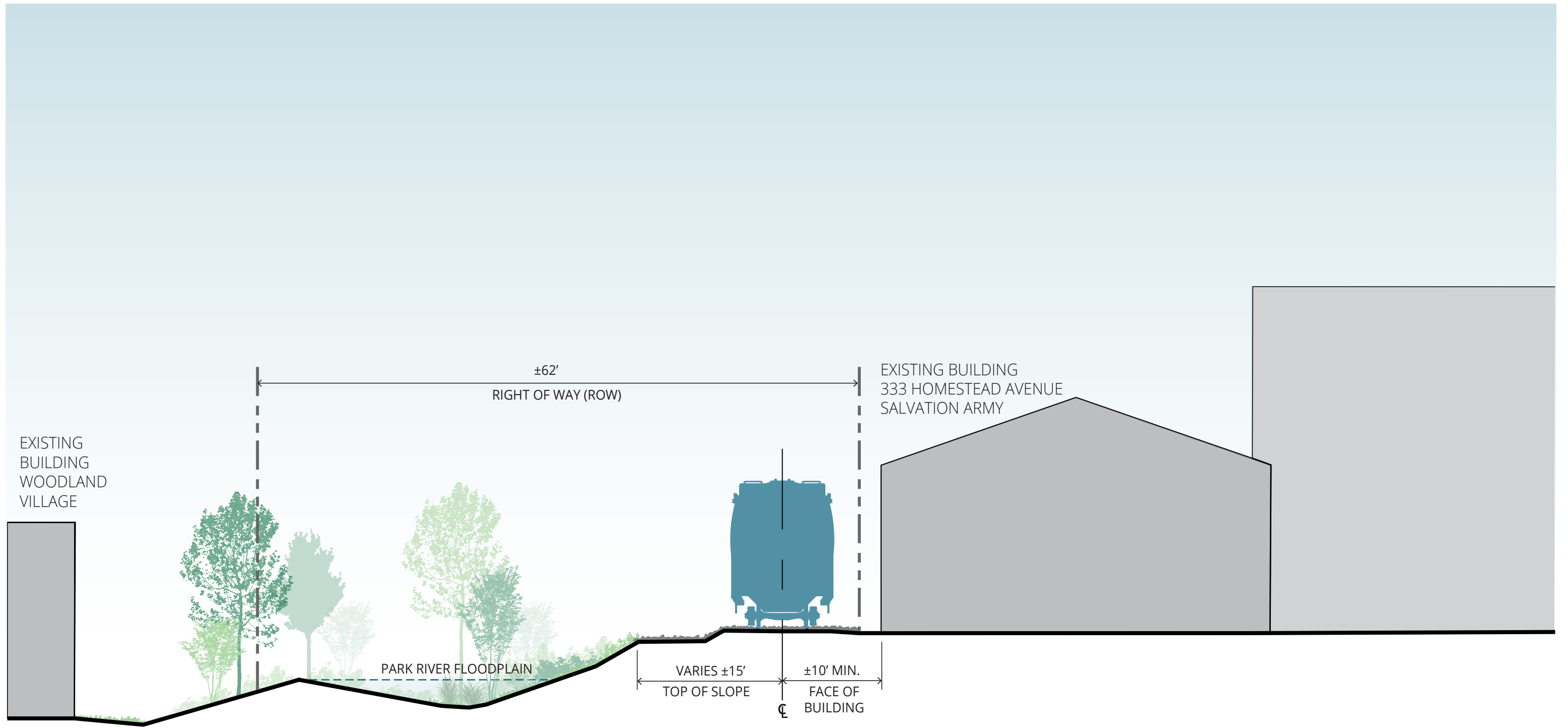
EXISTING BUILDINGS
156 & 158 WOODLAND STREET
AUSTIN ORGANS & PRIOR CIGAR FACTORY

EXISTING BUILDING
255 HOMESTEAD AVENUE
CHRYSALIS CENTER INC.

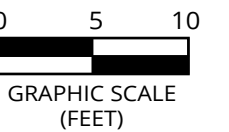


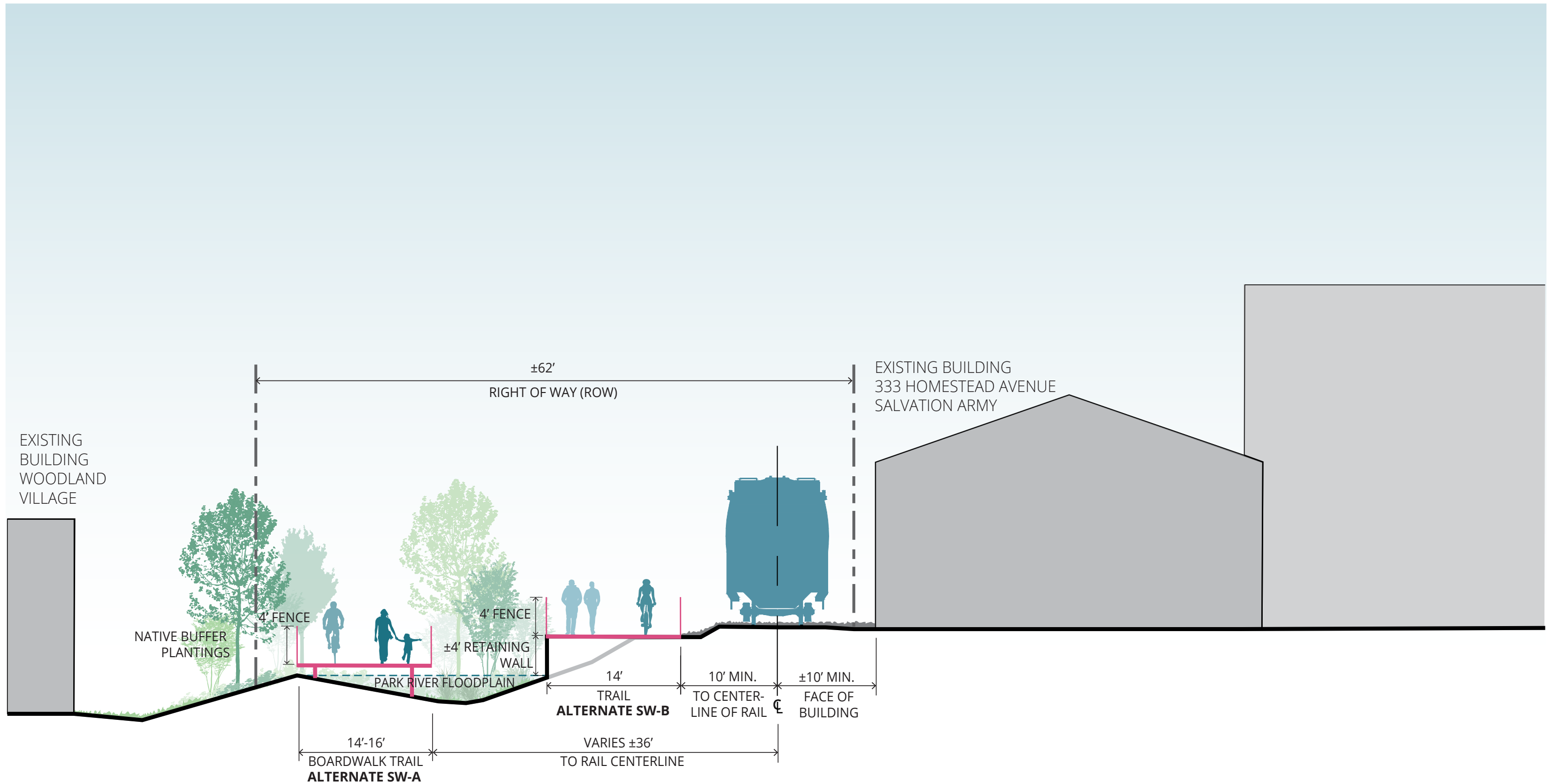
NORTHEAST (NE) ALTERNATIVE
LOCATION #4
FACING NORTHWEST AT WOODLAND STREET





EXISTING CONDITIONS
 LOCATION #5
 FACING NORTHWEST AT 333 HOMESTEAD AVENUE

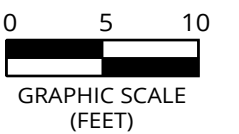


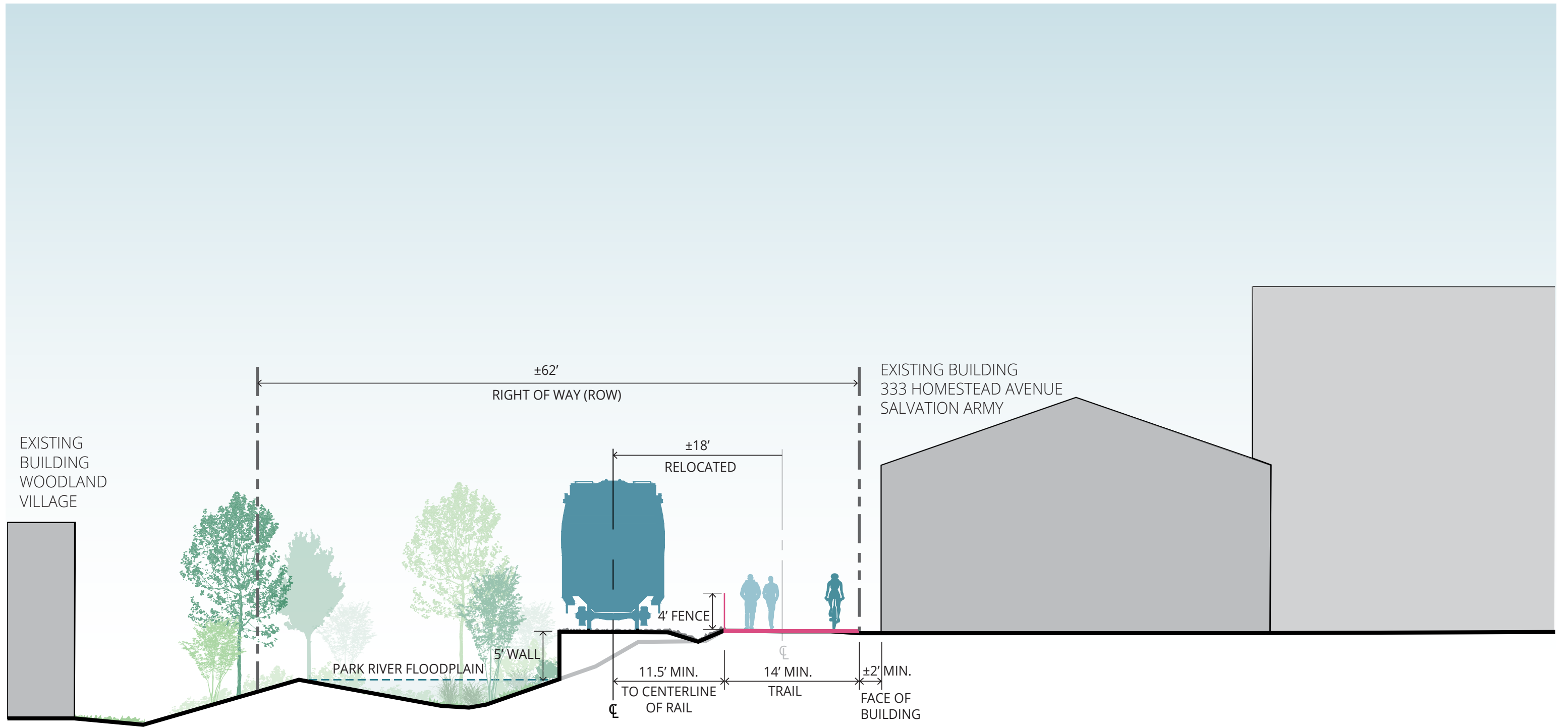


SOUTHWEST (SW) ALTERNATIVES (PREFERRED ALIGNMENT)

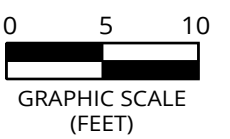
LOCATION #5

FACING NORTHWEST AT 333 HOMESTEAD AVENUE

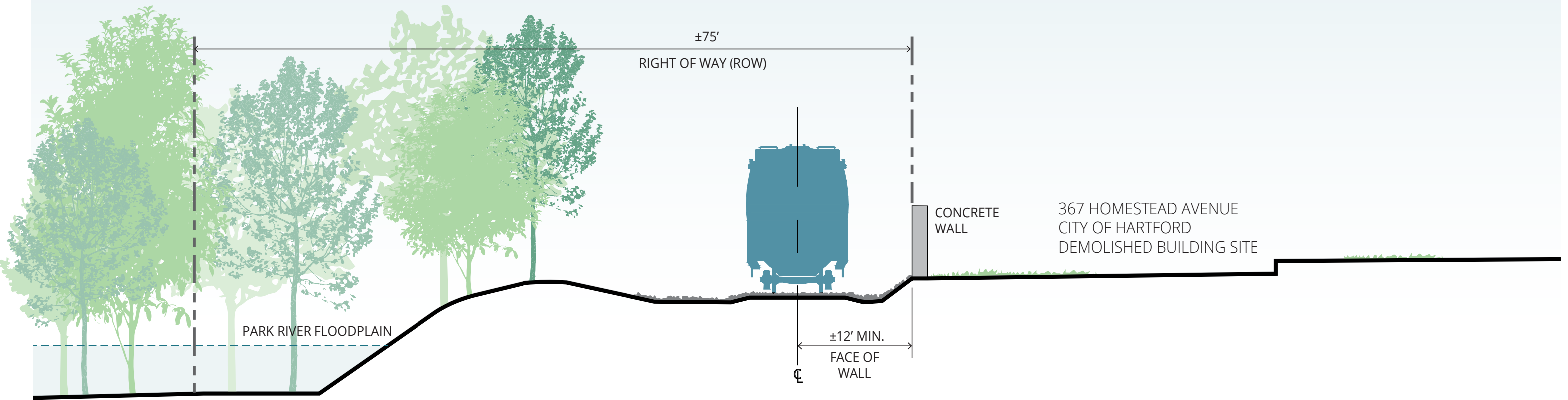




NORTHEAST (NE) ALTERNATIVE
 LOCATION #5
 FACING NORTHWEST AT 333 HOMESTEAD AVENUE



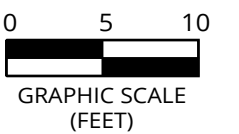
1577 ALBANY AVENUE/
165 WOODLAND STREET
CITY OF HARTFORD



EXISTING CONDITIONS

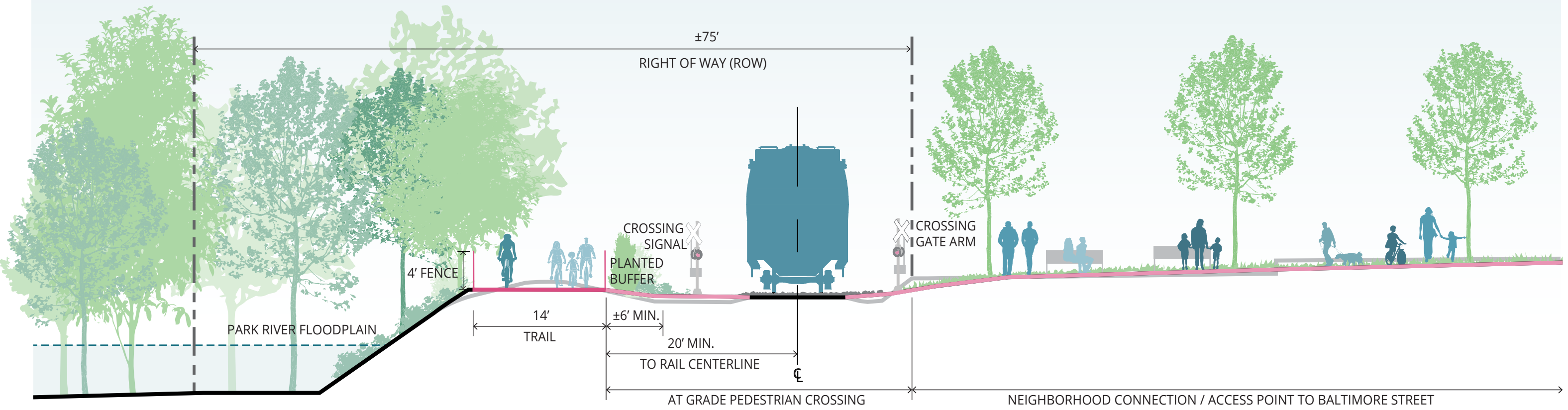
LOCATION #6

FACING NORTHWEST AT 367 HOMESTEAD AVENUE



1577 ALBANY AVENUE/
165 WOODLAND STREET
CITY OF HARTFORD

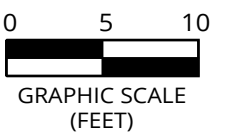
367 HOMESTEAD AVENUE
CITY OF HARTFORD
POCKET PARK & ACCESS POINT



SOUTHWEST (SW) ALTERNATIVE (PREFERRED ALIGNMENT)

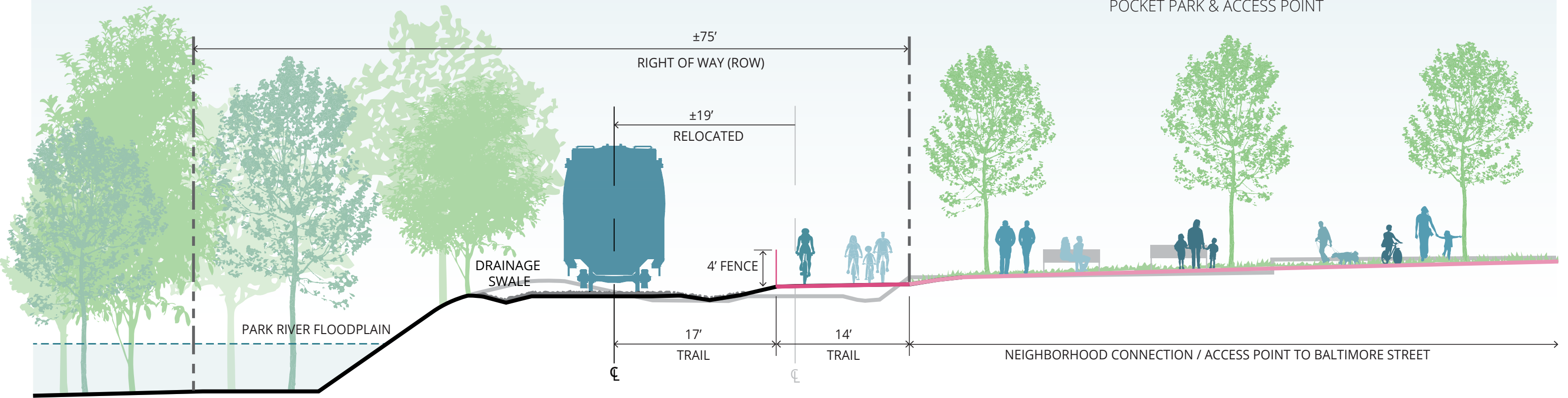
LOCATION #6

FACING NORTHWEST AT 367 HOMESTEAD AVENUE



1577 ALBANY AVENUE/
165 WOODLAND STREET
CITY OF HARTFORD

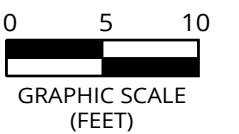
367 HOMESTEAD AVENUE
CITY OF HARTFORD
POCKET PARK & ACCESS POINT

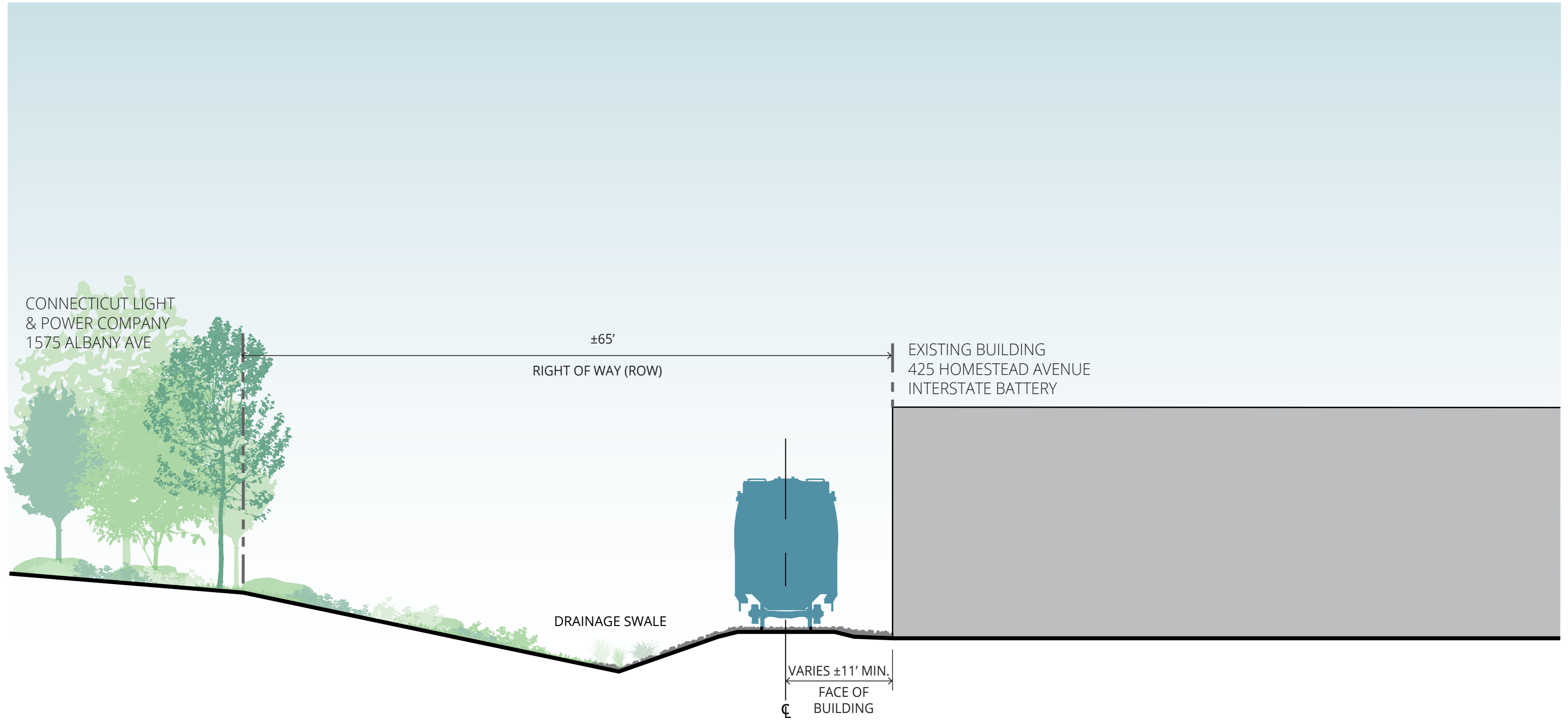


NORTHEAST (NE) ALTERNATIVE

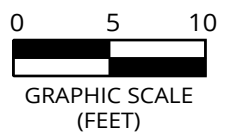
LOCATION #6

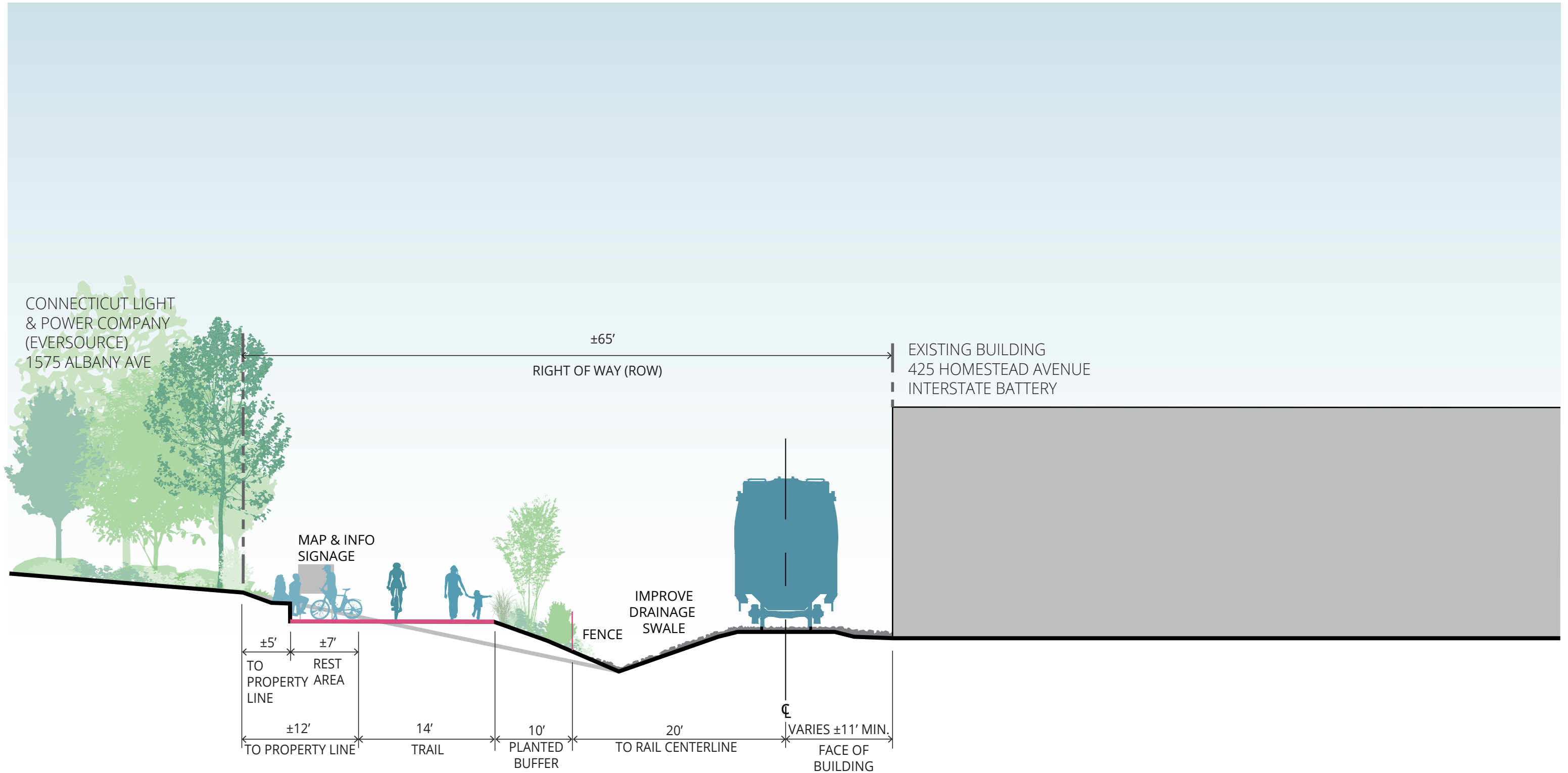
FACING NORTHWEST AT 367 HOMESTEAD AVENUE





EXISTING CONDITIONS
 LOCATION #7
 FACING NORTHWEST AT 425 HOMESTEAD AVENUE

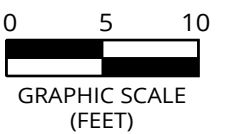


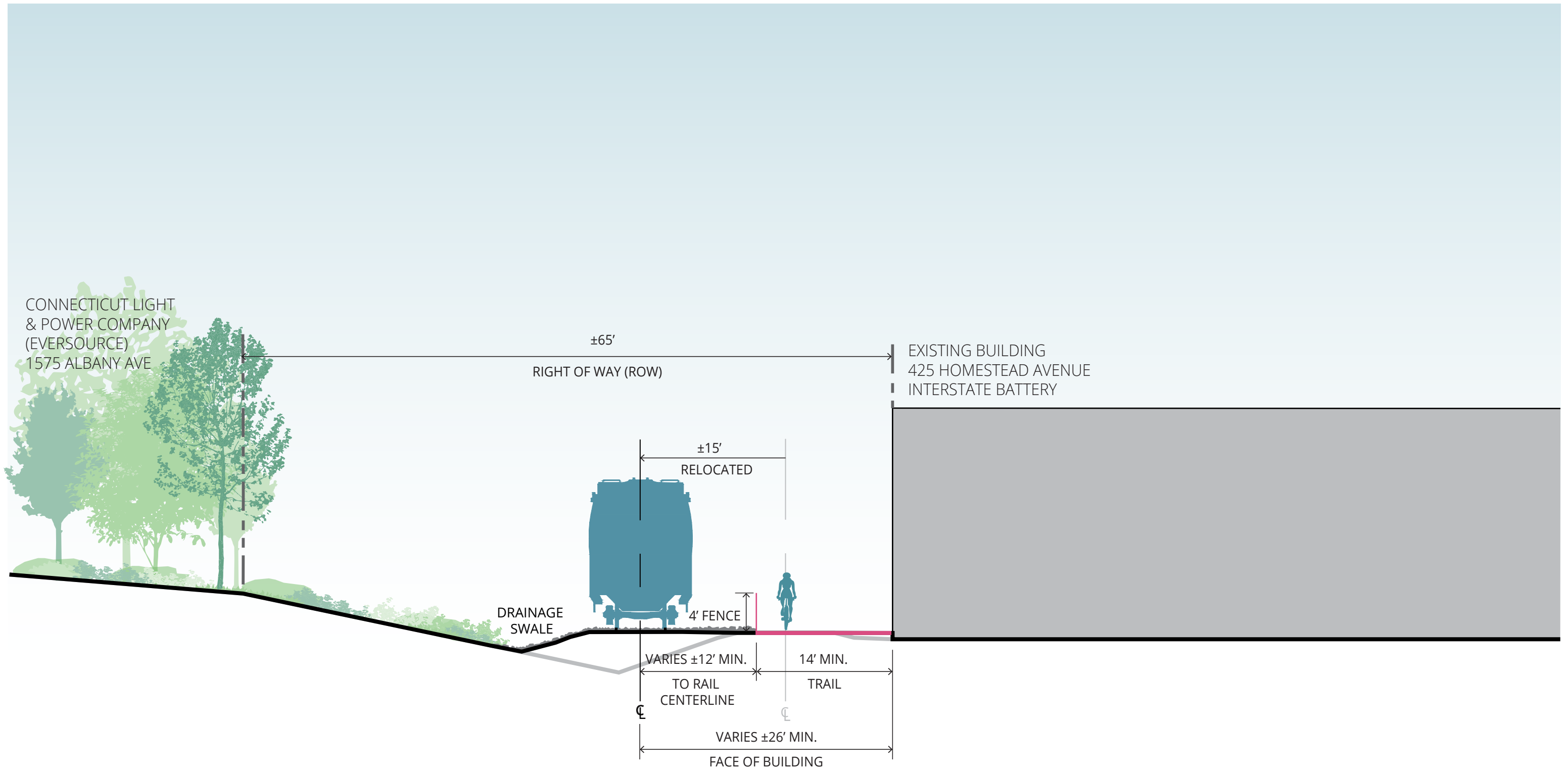


SOUTHWEST (SW) ALTERNATIVE (PREFERRED ALIGNMENT)

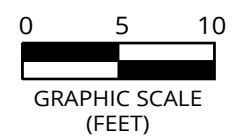
LOCATION #7

FACING NORTHWEST AT 425 HOMESTEAD AVENUE

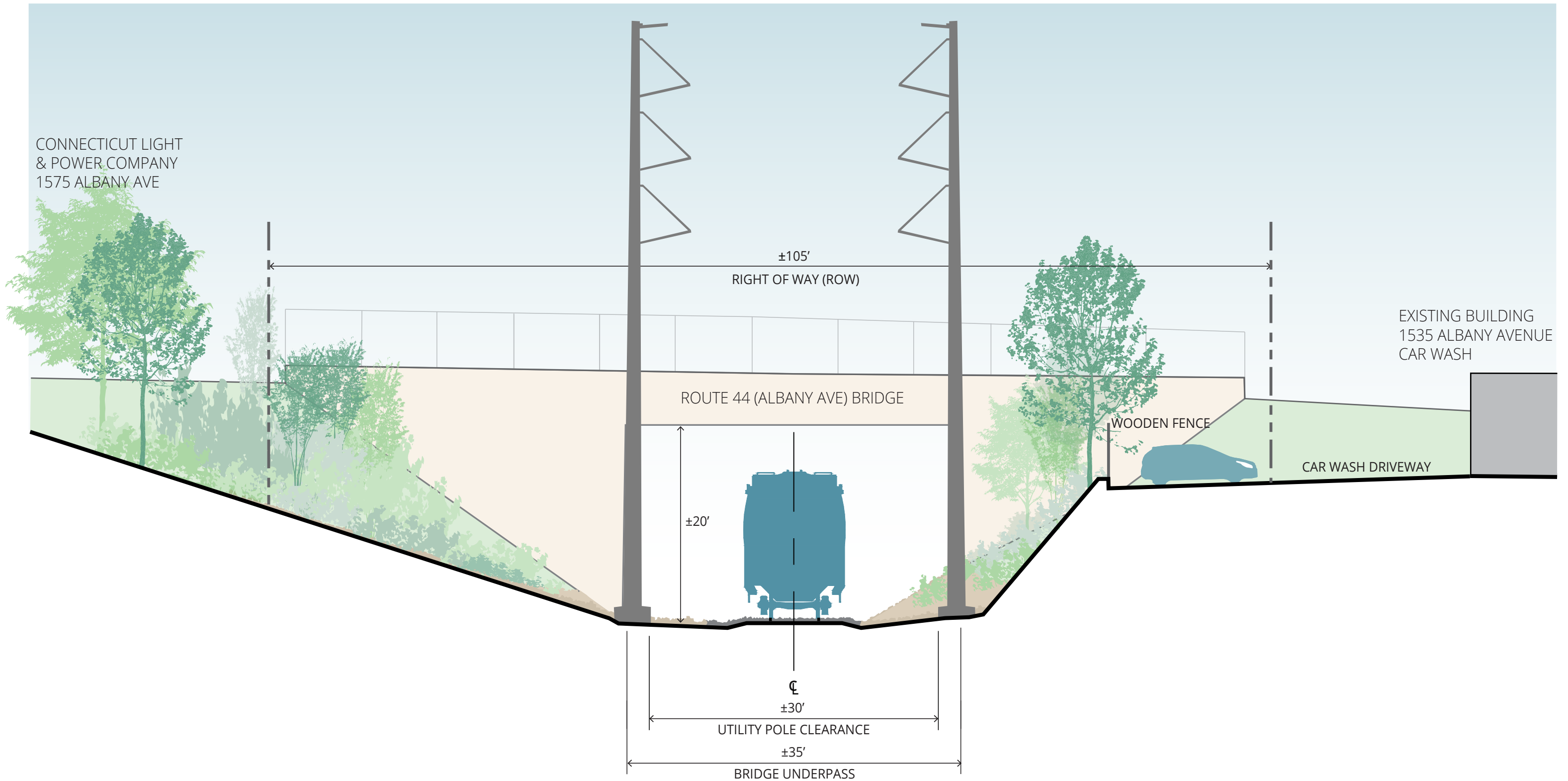




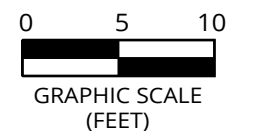
NORTHEAST (NE) ALTERNATIVE
 LOCATION #7
 FACING NORTHWEST AT 425 HOMESTEAD AVENUE



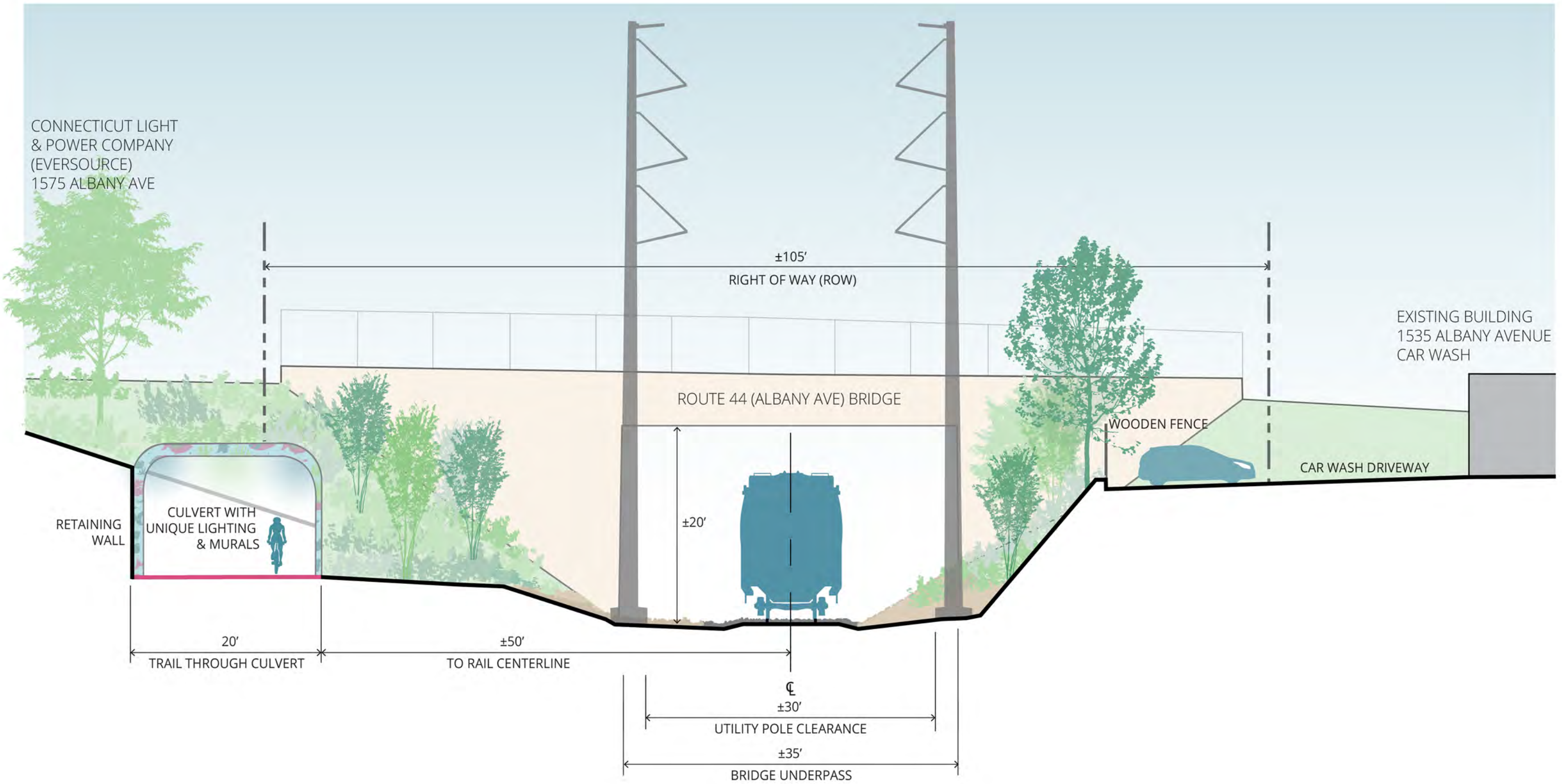
CONNECTICUT LIGHT
& POWER COMPANY
1575 ALBANY AVE



EXISTING CONDITIONS
LOCATION #8
FACING NORTHWEST AT ROUTE 44 (ALBANY AVENUE)



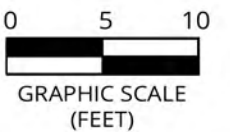
CONNECTICUT LIGHT
& POWER COMPANY
(EVERSOURCE)
1575 ALBANY AVE



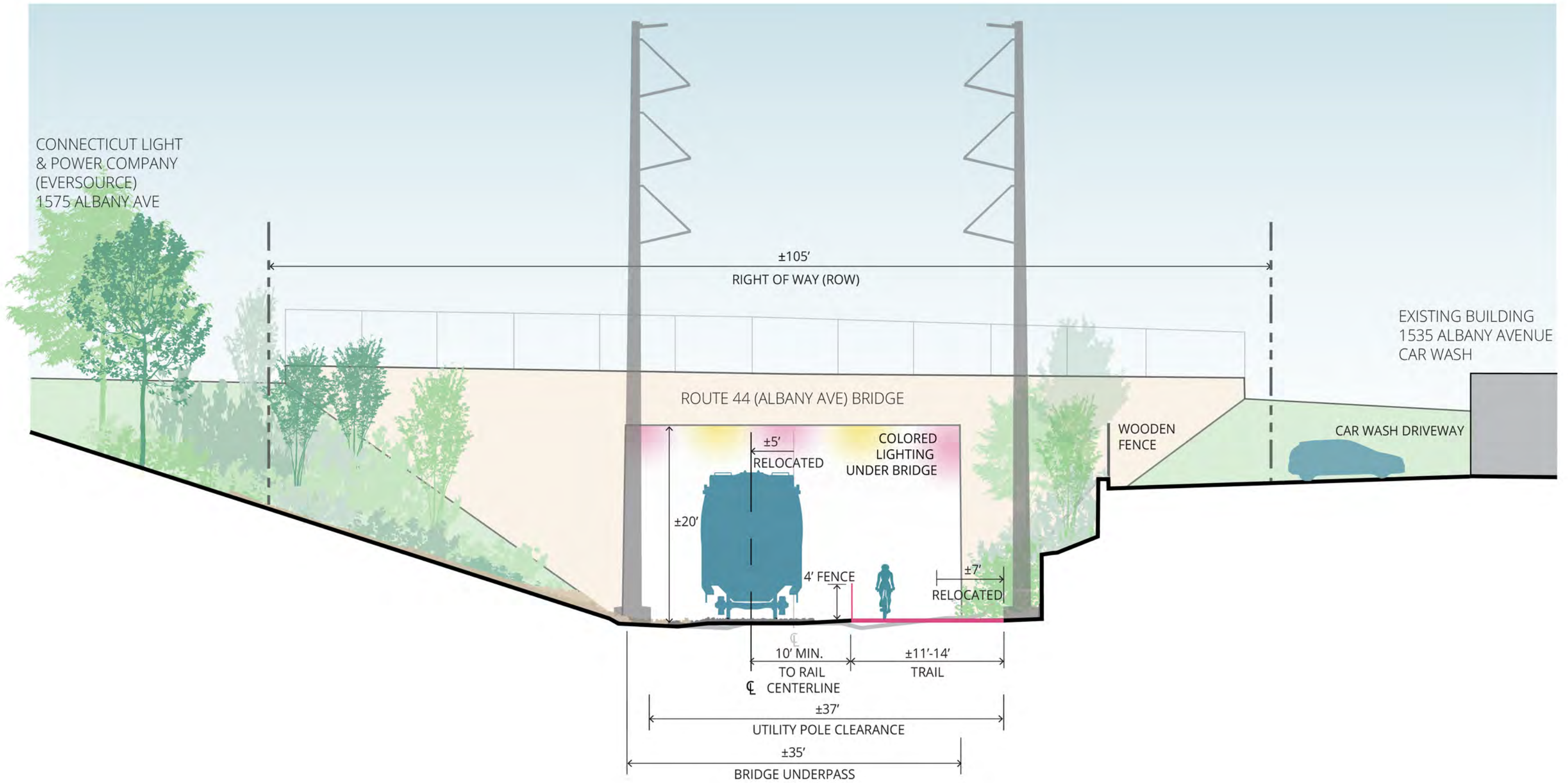
SOUTHWEST (SW) ALTERNATIVE (PREFERRED ALIGNMENT)

LOCATION #8

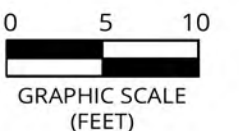
FACING NORTHWEST AT ROUTE 44 (ALBANY AVENUE)

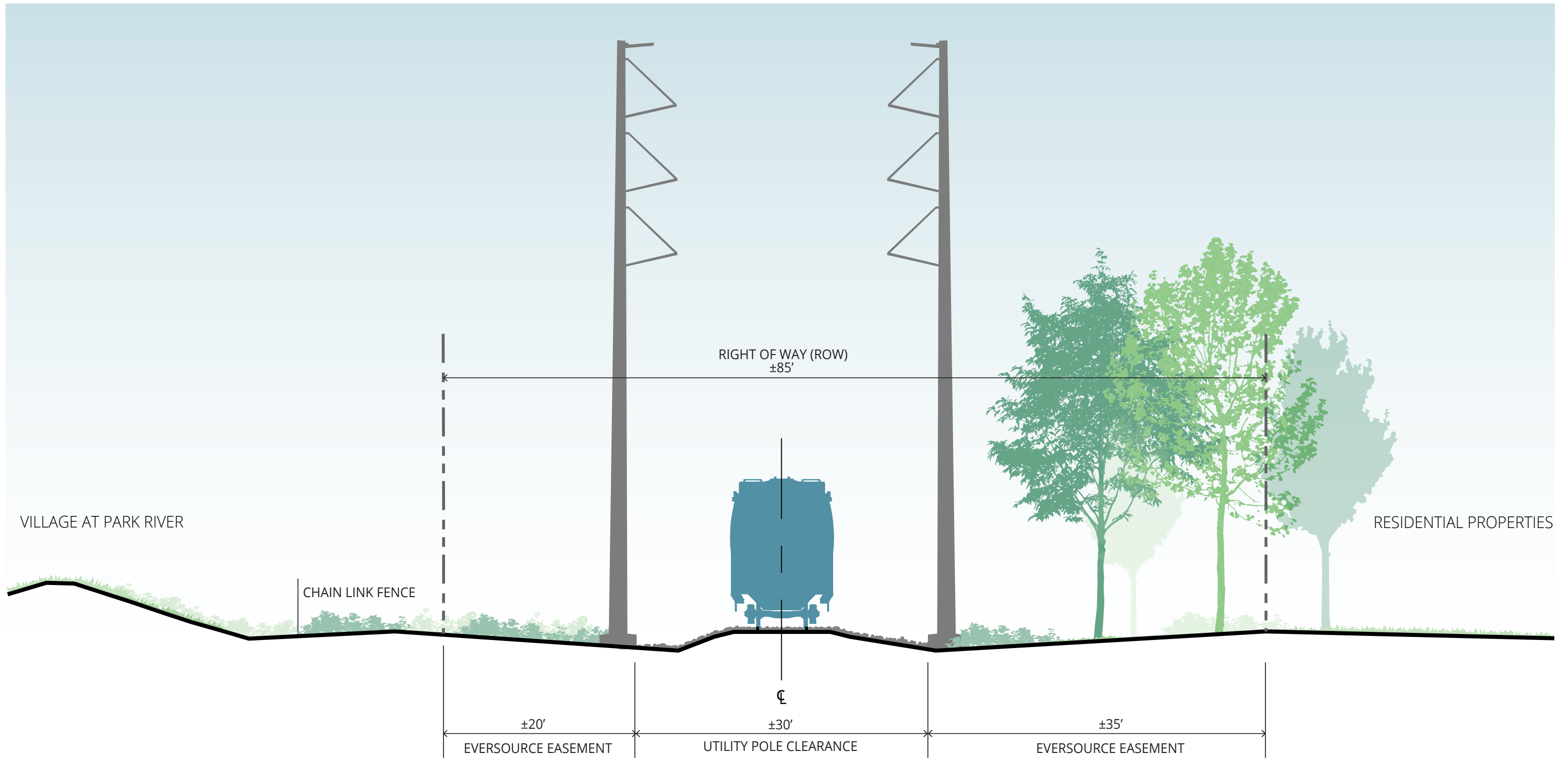


CONNECTICUT LIGHT & POWER COMPANY (EVERSOURCE)
1575 ALBANY AVE

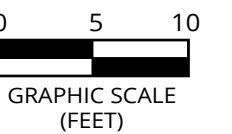


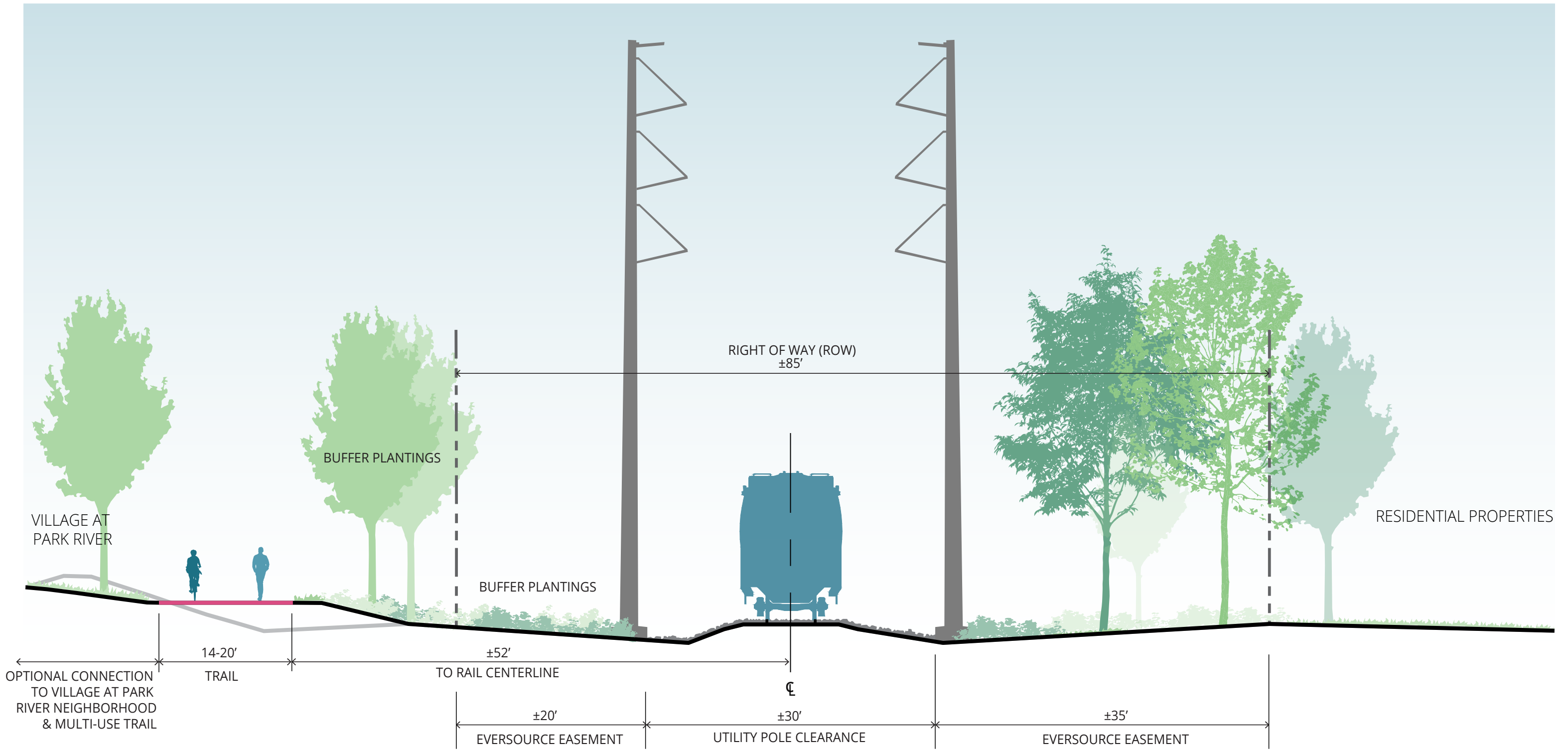
NORTHEAST (NE) ALTERNATIVE
LOCATION #8
FACING NORTHWEST AT ROUTE 44 (ALBANY AVENUE)





EXISTING CONDITIONS
 LOCATION #9
 FACING NORTHWEST AT VILLAGE AT PARK RIVER

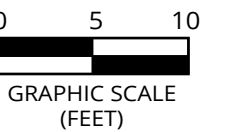


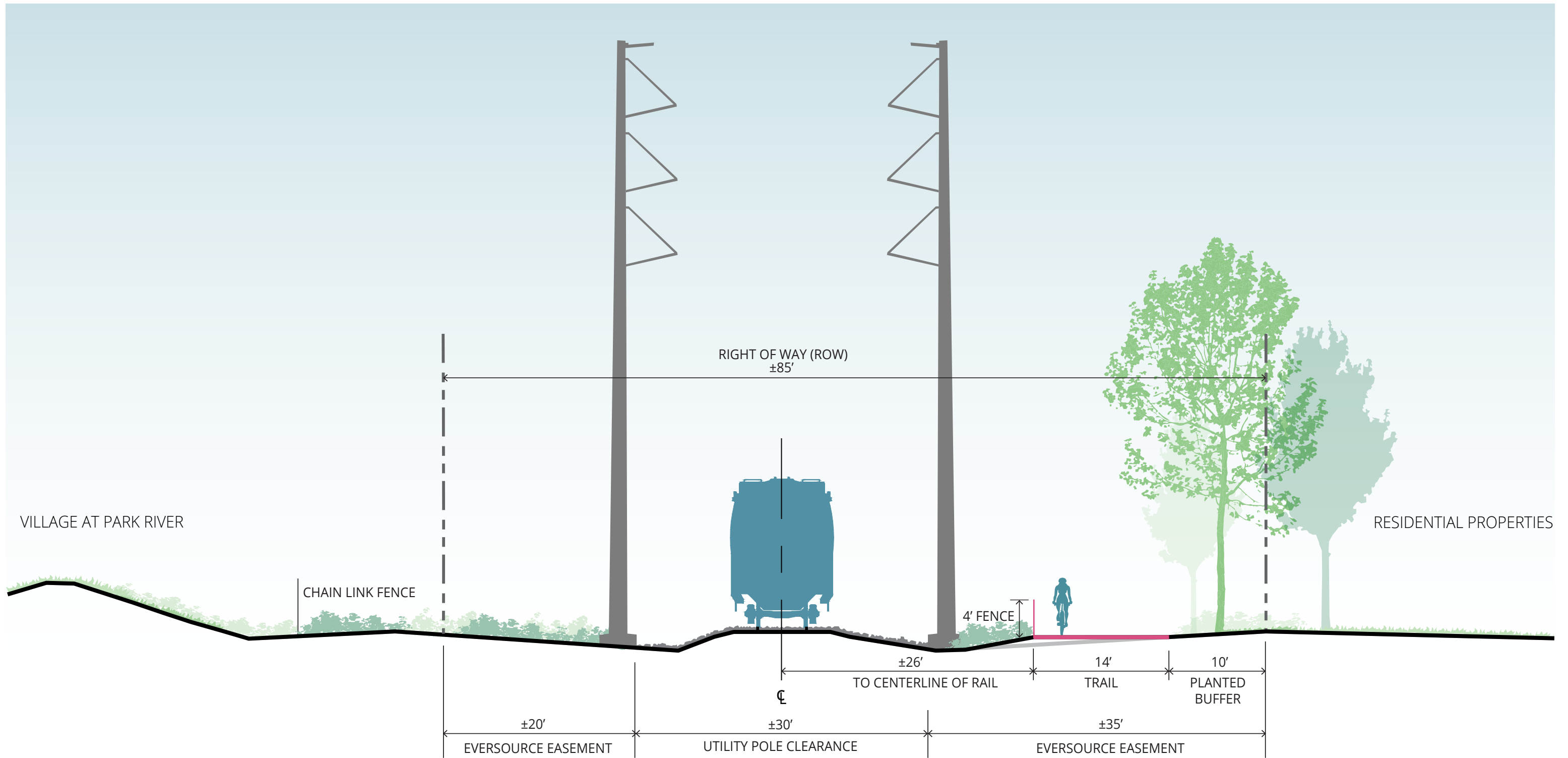


SOUTHWEST (SW) ALTERNATIVE (PREFERRED ALIGNMENT)

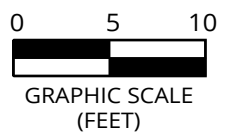
LOCATION #9

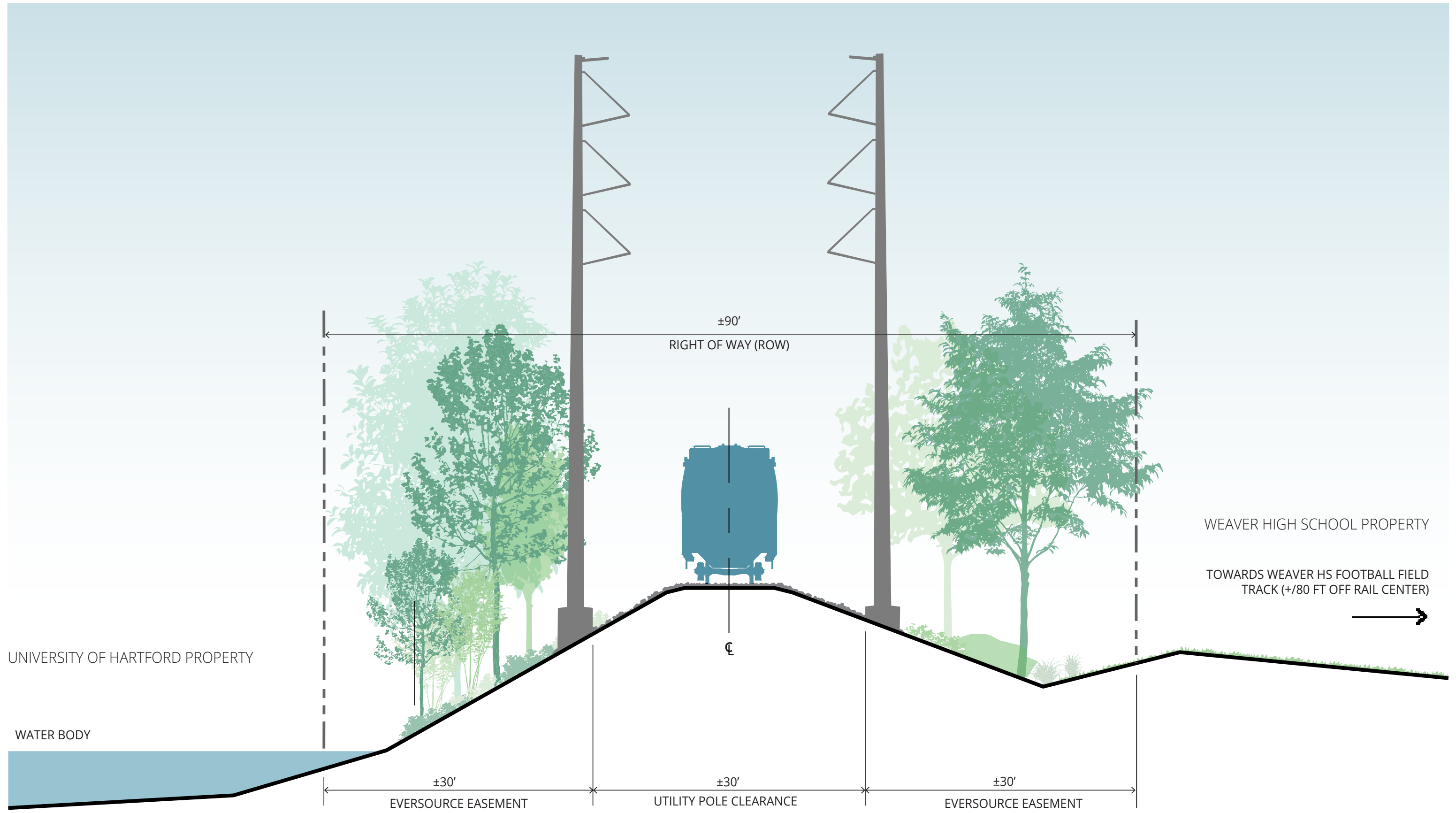
FACING NORTHWEST AT VILLAGE AT PARK RIVER



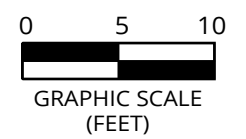


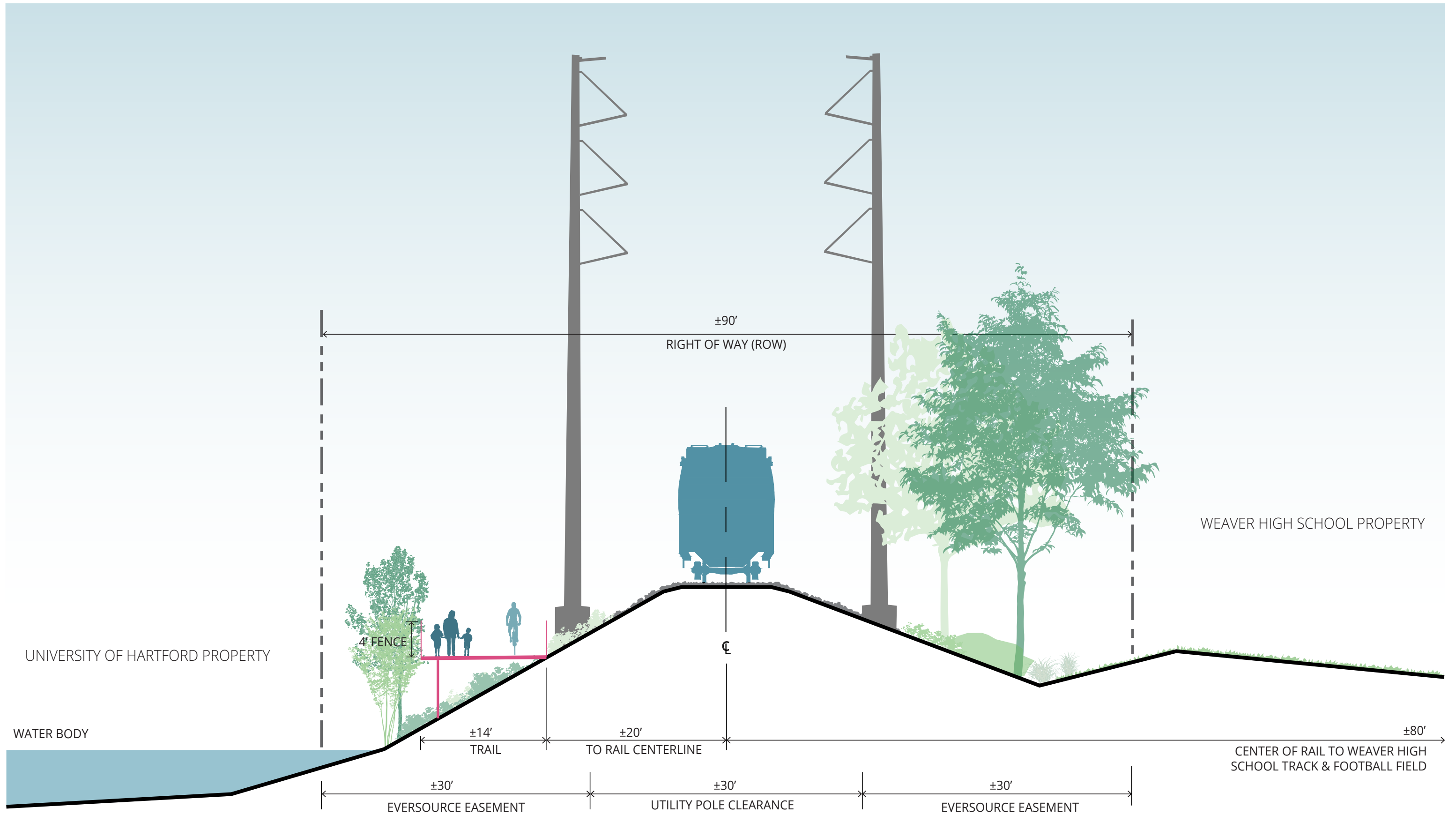
NORTHEAST (NE) ALTERNATIVE
 LOCATION #9
 FACING NORTHWEST AT VILLAGE AT PARK RIVER





EXISTING CONDITIONS
 LOCATION #10
 FACING NORTHWEST AT WEAVER HS FOOTBALL FIELD

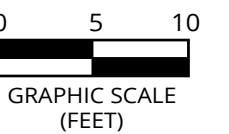


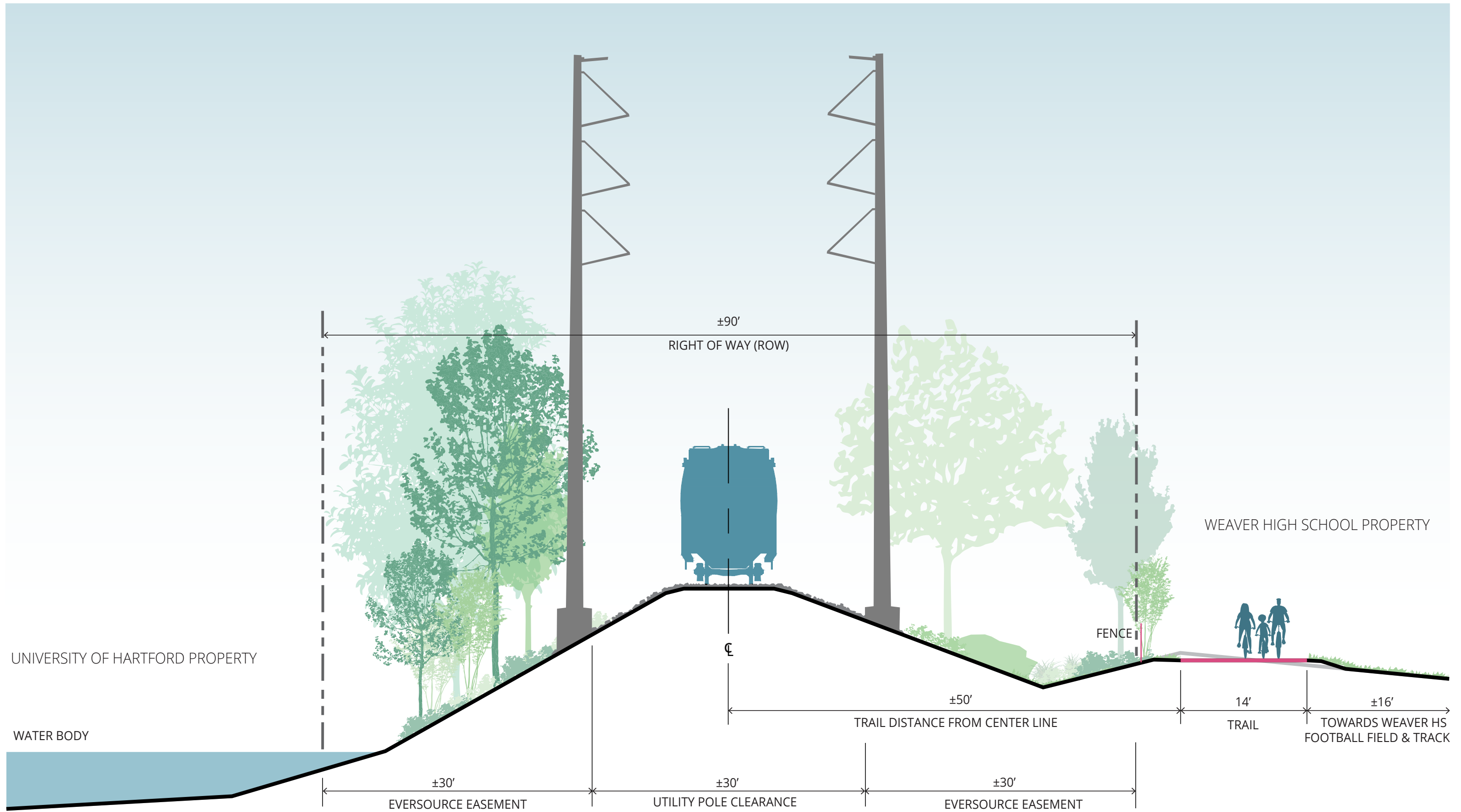


SOUTHWEST (SW) ALTERNATIVE

LOCATION #10

FACING NORTHWEST AT WEAVER HIGH SCHOOL FOOTBALL FIELD

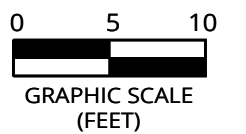


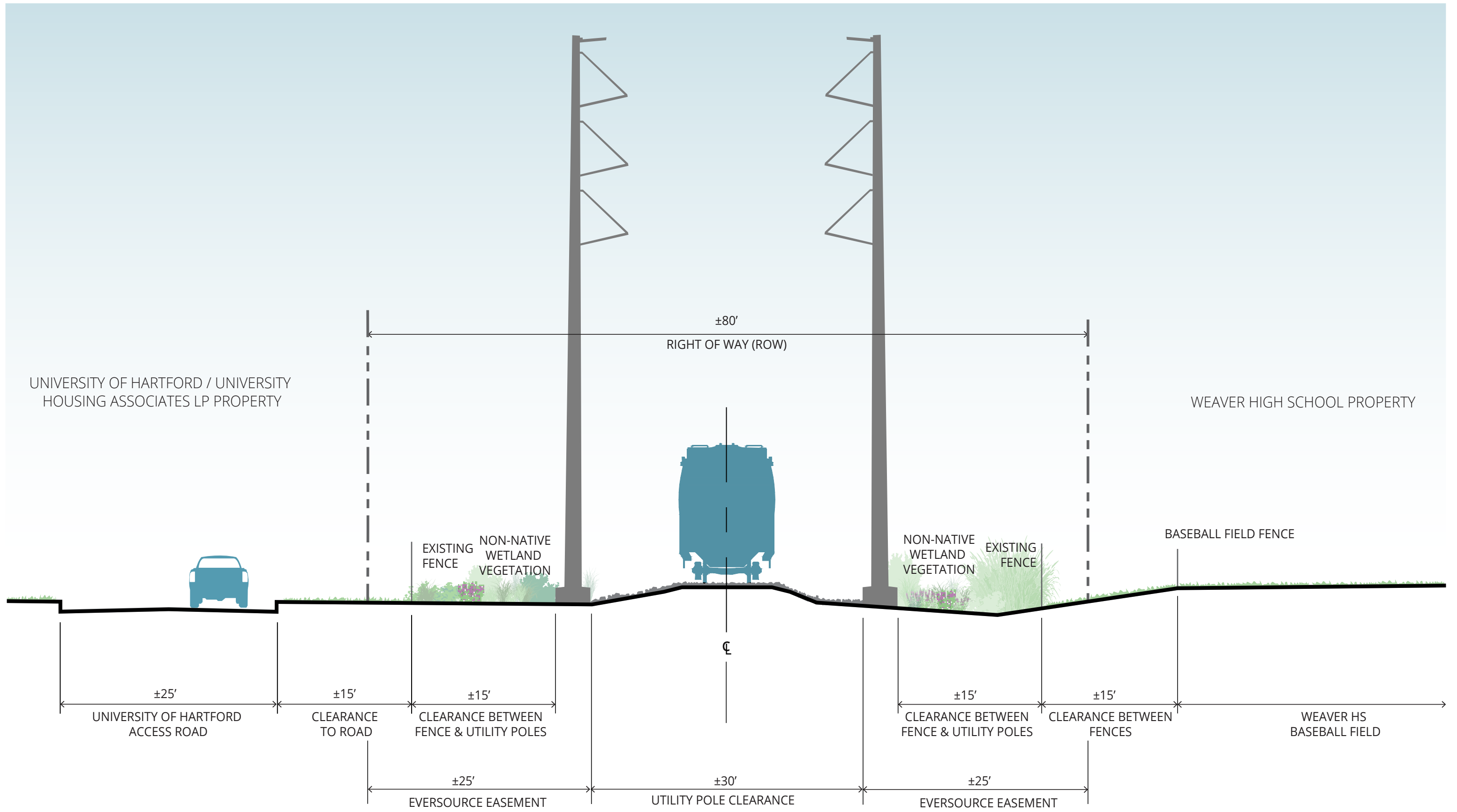


NORTHEAST (NE) ALTERNATIVE (PREFERRED ALIGNMENT)

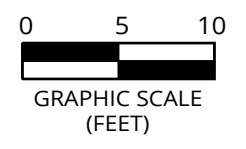
LOCATION #10

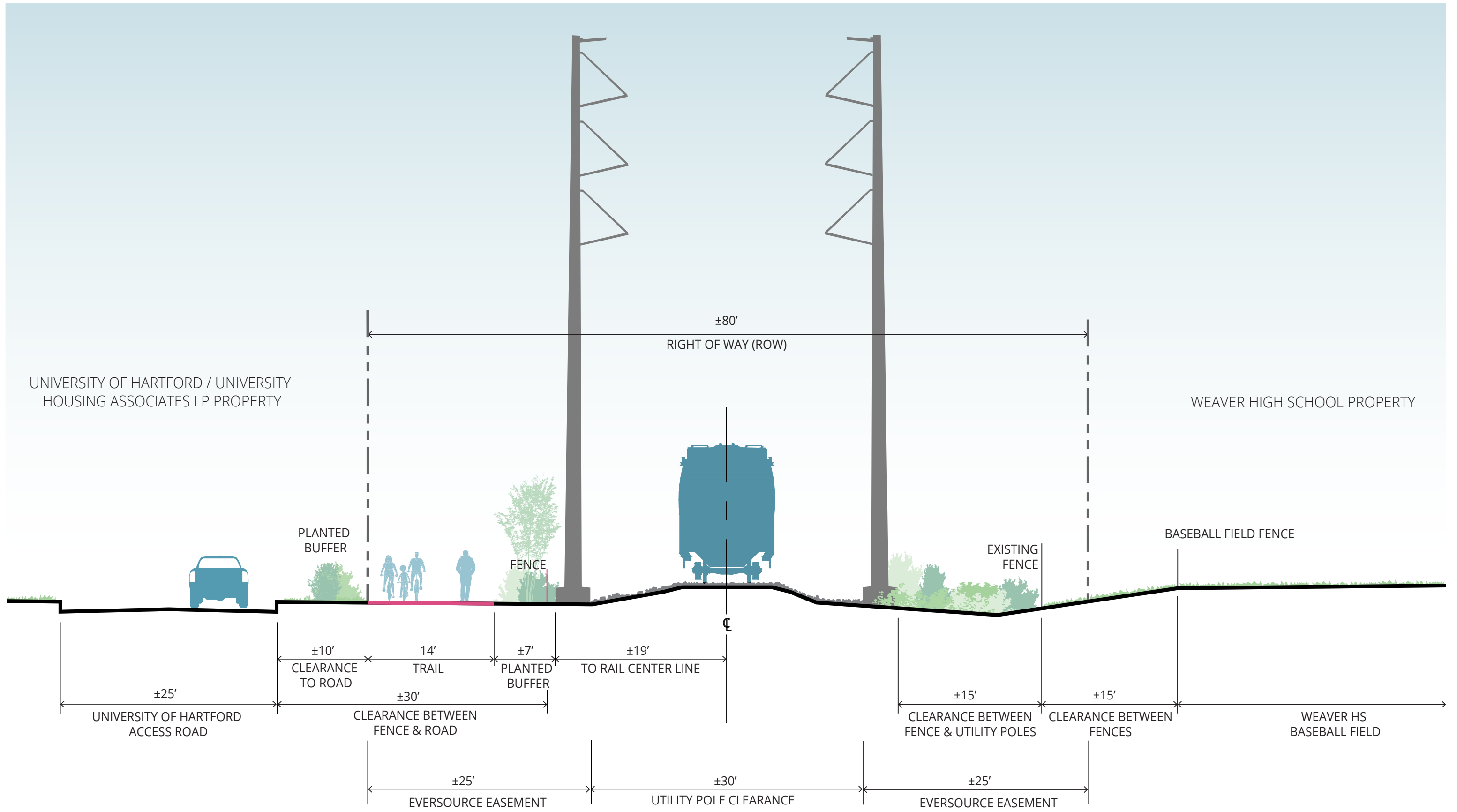
FACING NORTHWEST AT WEAVER HIGH SCHOOL FOOTBALL FIELD





LOCATION #11
 FACING NORTHWEST AT WEAVER HIGH SCHOOL BASEBALL FIELD

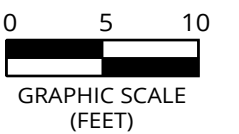


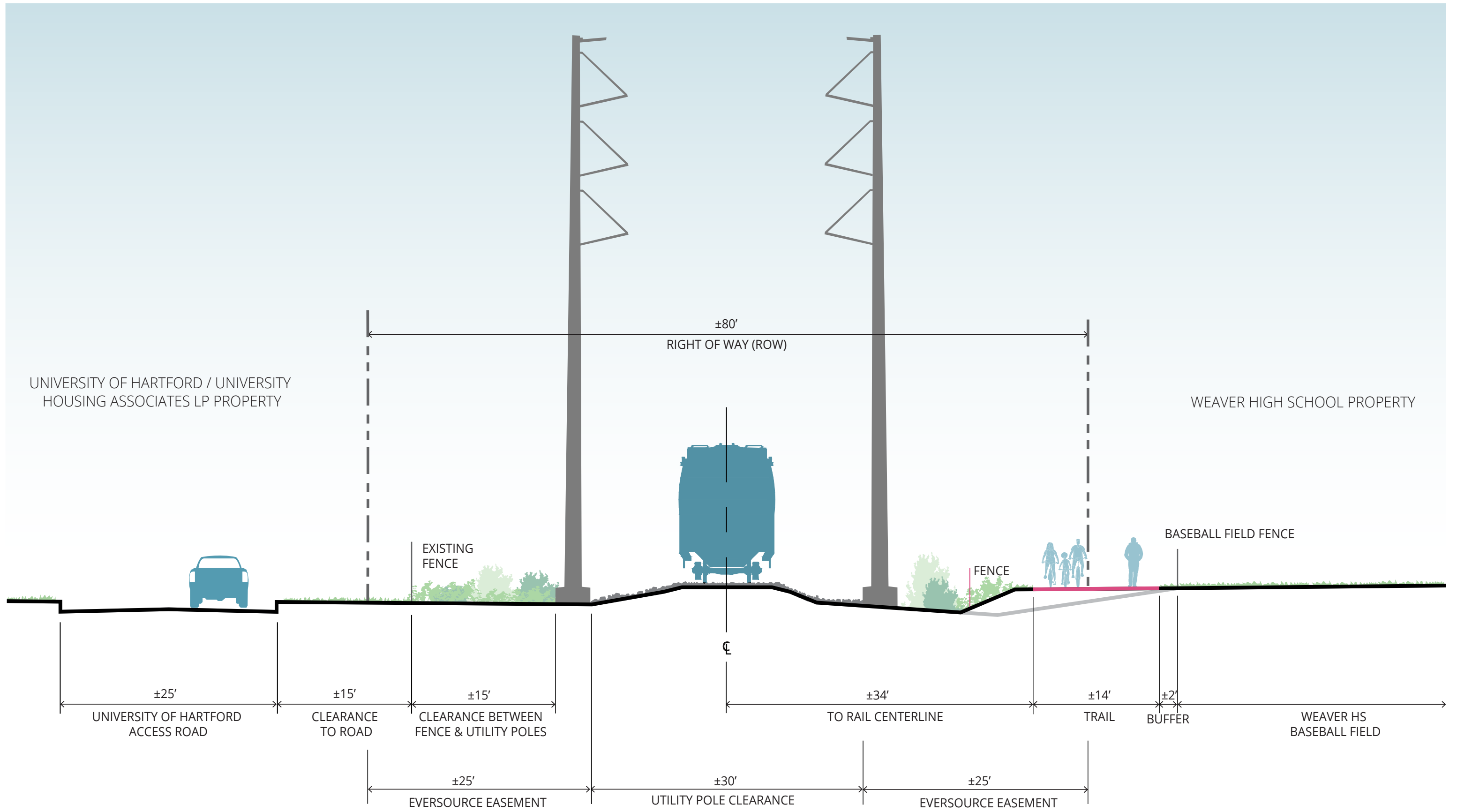


SOUTHWEST (SW) ALTERNATIVE

LOCATION #11

FACING NORTHWEST AT WEAVER HIGH SCHOOL BASEBALL FIELD

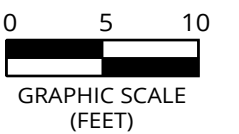




NORTHEAST (NE) ALTERNATIVE (PREFERRED ALIGNMENT)

LOCATION #11

FACING NORTHWEST AT WEAVER HIGH SCHOOL BASEBALL FIELD





APPENDIX F: ORDER-OF-MAGNITUDE COST ESTIMATES



GRIFFIN LINE TRAIL - PRELIMINARY PROBABLE COST ANALYSIS
AVERAGE TRAIL COST PER MILE

DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
ROADWAY ITEMS				
EARTH EXCAVATION	4,700	CY	\$24	\$112,800
ROCK EXCAVATION	470	CY	\$90	\$42,300
FORMATION OF SUBGRADE	10,600	SY	\$4	\$42,400
PROCESSED AGGREGATE BASE	2,900	CY	\$58	\$168,200
BITUMINOUS CONCRETE	1,417	TON	\$140	\$198,400
SEDIMENTATION CONTROL SYSTEM	5,280	LF	\$8	\$42,200
FURNISHING AND PLACING TOPSOIL	26,400	SY	\$7	\$184,800
TURF ESTABLISHMENT	26,400	SY	\$3	\$79,200
ASPHALT TRAIL UNIT COST SUBTOTAL*				\$870,300
MINOR ITEMS	25%	OF SUBTOTAL		\$217,600
CLEARING AND GRUBBING	2%	OF SUBTOTAL		\$54,400
MAINTENANCE AND PROTECTION OF TRAFFIC	3%	OF SUBTOTAL		\$13,600
MOBILIZATION	6.5%	OF SUBTOTAL		\$3,400
CONSTRUCTION STAKING	1%	OF SUBTOTAL		\$900
SUBTOTAL				\$1,160,200
INCIDENTALS	25%	OF SUBTOTAL		\$290,100
CONTINGENCIES	25%	OF SUBTOTAL		\$290,100
INFLATION (ANNUALLY)	5%	OF SUBTOTAL		\$58,000
TOTAL				\$1,798,400
ENGINEERING				\$0
RAILROAD				\$0
UTILITIES				\$0
ROW				\$0
TOTAL				\$1,800,000
TOTAL COST RANGE (+/- 10%)				\$1.6 M - \$2.0 M

TOTAL ROUNDED TO THE NEAREST \$100,000,
SUBTOTALS TO THE NEAREST \$100. THIS TOTAL IS
BASED ON COST FOR A ONE MILE SEGMENT OF TRAIL

PRELIMINARY PROBABLE COST ANALYSIS:

In providing a preliminary analysis of probable costs, the Client understands that Fitzgerald & Halliday, Inc. dba FHI Studio (FHI) has no control over the cost or availability of labor, equipment, or materials, or over market conditions, and that FHI's opinions of probable construction costs are made on the basis of their professional judgment, experience, and publicly available information on the existing site conditions. This analysis is provided for information purposes for comparing programming design alternatives and should not be considered an engineer's preliminary design estimate.

* THIS UNIT SUBTOTAL PER MILE, DIVIDED BY 5280 FEET, IS USED AS THE BASIS FOR THE GENERAL UNIT COST PER SF FOR THE 14' ASPHALT TRAIL ITEM IN THE COST ANALYSES ON THE FOLLOWING PAGES

GRIFFIN LINE TRAIL - PRELIMINARY PROBABLE COST ANALYSIS
NORTHEAST ALIGNMENT - SOUTH SEGMENT - GARDEN STREET TO PLAINFIELD

DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
ROADWAY ITEMS				
14' ASPHALT TRAIL* (GENERAL COST)	9,000	LF	\$165	\$1,485,000
STREETSCAPE (GENERAL COST)				
CONSTRUCTION FIELD OFFICE	24	MO	\$5,000	\$120,000
STRUCTURE ITEMS				
CULVERT TUNNEL				
WOODLAND ST. ROADWAY BRIDGE (RECONSTRUCTIC	1	LS	\$8,000,000	\$8,000,000
BOARDWALK				
TRAIL BRIDGE				
TRAFFIC ITEMS				
TRAFFICPERSON - POLICE	3,200	HR	\$75	\$240,000
TRAFFICPERSON - FLAGGER	320	HR	\$42	\$13,400
TRAFFIC SIGNAL MODIFICATION				
RRFB				
AT-GRADE PED. RAILROAD CROSSING SIGNAL SYSTEM				
OTHER ITEMS				
6' CHAINLINK FENCE	5,000	LF	\$43	\$215,000
4'-5' METAL FENCE	9,000	LF	\$80	\$720,000
RETAINING WALL	5,000	SF	\$180	\$900,000
UNIT COST SUBTOTAL				\$11,693,400
MINOR ITEMS	25%	OF SUBTOTAL		\$2,923,400
CLEARING AND GRUBBING	2%	OF SUBTOTAL		\$233,900
MAINTENANCE AND PROTECTION OF TRAFFIC	3%	OF SUBTOTAL		\$350,800
MOBILIZATION	6.5%	OF SUBTOTAL		\$760,100
CONSTRUCTION STAKING	1%	OF SUBTOTAL		\$116,900
SUBTOTAL				\$16,078,500
INCIDENTALS	25%	OF SUBTOTAL		\$4,019,600
CONTINGENCIES	25%	OF SUBTOTAL		\$4,019,600
INFLATION (ANNUALLY)	5%	OF SUBTOTAL		\$803,900
SUBTOTAL				\$24,921,600
ENGINEERING	10%	OF SUBTOTAL		\$2,500,000
RAILROAD (Realignment)	7,000	LF	\$700.00	\$4,900,000
UTILITIES (Transmission Relocation)	2	LS	\$1,000,000.00	\$2,000,000
ROW				\$120,000
TOTAL				\$34,440,000
TOTAL COST RANGE (+/- 10%)				\$30.9 M - \$37.9 M

PRELIMINARY PROBABLE COST ANALYSIS:

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TOTAL ROUNDED TO THE NEAREST \$100,000,

SUBTOTALS TO THE NEAREST \$100.

* TRAIL COST BASED ON UNIT COST SUBTOTAL OF AVERAGE COST PER MILE CALCULATION ON PAGE 1



**GRIFFIN LINE TRAIL - PRELIMINARY PROBABLE COST ANALYSIS
NORTHEAST ALIGNMENT - NORTH SEGMENT - PLAINFIELD TO TOBEY ROAD**

DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
ROADWAY ITEMS				
14' ASPHALT TRAIL* (GENERAL COST)	6,900	LF	\$165	\$1,138,500
STREETSCAPE (GENERAL COST)				
CONSTRUCTION FIELD OFFICE	24	MO	\$5,000	\$120,000
STRUCTURE ITEMS				
CULVERT TUNNEL				
ROADWAY BRIDGE				
BOARDWALK				
TRAIL BRIDGE				
TRAFFIC ITEMS				
TRAFFICPERSON - POLICE	1,600	HR	\$75	\$120,000
TRAFFICPERSON - FLAGGER	200	HR	\$42	\$8,400
TRAFFIC SIGNAL MODIFICATION				
RRFB	1	EA	\$10,500	\$10,500
AT-GRADE PED. RAILROAD CROSSING SIGNAL SYSTEM				
OTHER ITEMS				
6' CHAINLINK FENCE	10,900	LF	\$43	\$468,700
4'-5' METAL FENCE				
RETAINING WALL				
UNIT COST SUBTOTAL				\$1,866,100
MINOR ITEMS	25%	OF SUBTOTAL		\$466,500
CLEARING AND GRUBBING	2%	OF SUBTOTAL		\$37,300
MAINTENANCE AND PROTECTION OF TRAFFIC	3%	OF SUBTOTAL		\$56,000
MOBILIZATION	6.5%	OF SUBTOTAL		\$121,300
CONSTRUCTION STAKING	1%	OF SUBTOTAL		\$18,700
SUBTOTAL				\$2,565,900
INCIDENTALS	25%	OF SUBTOTAL		\$641,500
CONTINGENCIES	25%	OF SUBTOTAL		\$641,500
INFLATION (ANNUALLY)	5%	OF SUBTOTAL		\$128,300
SUBTOTAL				\$3,977,200
ENGINEERING	10%	OF SUBTOTAL		\$400,000
RAILROAD (PROTECTION)	250	DA	\$2,000.00	\$500,000
UTILITIES				\$0
ROW				\$0
TOTAL				\$4,900,000
TOTAL COST RANGE (+/- 10%)				\$4.4 M - \$5.4 M

PRELIMINARY PROBABLE COST ANALYSIS:

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TOTAL ROUNDED TO THE NEAREST \$100,000,
SUBTOTALS TO THE NEAREST \$100.
* TRAIL COST BASED ON UNIT COST SUBTOTAL OF
AVERAGE COST PER MILE CALCULATION ON PAGE 1



**GRIFFIN LINE TRAIL - PRELIMINARY PROBABLE COST ANALYSIS
SOUTHWEST ALIGNMENT - SOUTH SEGMENT - GARDEN STREET TO PLAINFIELD**

DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
ROADWAY ITEMS				
14' ASPHALT TRAIL* (GENERAL COST)	9,000	LF	\$165	\$1,485,000
SIGOURNEY STREET BRIDGE (STREETSCAPE)	1,000	LF	\$1,600	\$1,600,000
WOODLAND STREET BRIDGE (STREETSCAPE)	1,000	LF	\$1,600	\$1,600,000
CONSTRUCTION FIELD OFFICE	24	MO	\$5,000	\$120,000
STRUCTURE ITEMS				
CULVERT TUNNEL (ALBANY AVE)	1	LS	\$1,500,000	\$1,500,000
CULVERT TUNNEL (WOODLAND STREET)	1	LS	\$1,500,000	\$1,500,000
ROADWAY BRIDGE				
BOARDWALK	1	LS	\$400,000	\$400,000
TRAIL BRIDGE	1	LS	\$350,000	\$350,000
TRAFFIC ITEMS				
TRAFFICPERSON - POLICE	3,200	HR	\$75	\$240,000
TRAFFICPERSON - FLAGGER	320	HR	\$42	\$13,400
TRAFFIC SIGNAL MODIFICATION				
RRFB				
AT-GRADE PED. RAILROAD CROSSING SIGNAL SYSTEM	1	EA	\$150,000	\$150,000
OTHER ITEMS				
6' CHAINLINK FENCE	5,000	LF	\$43	\$215,000
4'-5' METAL FENCE	9,000	LF	\$80	\$720,000
RETAINING WALL	12,000	SF	\$180	\$2,160,000
UNIT COST SUBTOTAL				\$12,053,400
MINOR ITEMS	25%	OF SUBTOTAL		\$3,013,400
CLEARING AND GRUBBING	2%	OF SUBTOTAL		\$241,100
MAINTENANCE AND PROTECTION OF TRAFFIC	3%	OF SUBTOTAL		\$361,600
MOBILIZATION	6.5%	OF SUBTOTAL		\$783,500
CONSTRUCTION STAKING	1%	OF SUBTOTAL		\$120,500
SUBTOTAL				\$16,573,500
INCIDENTALS	25%	OF SUBTOTAL		\$4,143,400
CONTINGENCIES	25%	OF SUBTOTAL		\$4,143,400
INFLATION (ANNUALLY)	5%	OF SUBTOTAL		\$828,700
SUBTOTAL				\$25,689,000
ENGINEERING	10%	OF SUBTOTAL		\$2,600,000
RAILROAD (PROTECTION)	500	DA	\$2,000	\$1,000,000
UTILITIES				\$0
ROW (20 SARGENT ST & 156 WOODLAND)				\$200,000
TOTAL				\$29,500,000
TOTAL COST RANGE (+/- 10%)				\$26.5 M - \$32.5 M

PRELIMINARY PROBABLE COST ANALYSIS:

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TOTAL ROUNDED TO THE NEAREST \$100,000,
SUBTOTALS TO THE NEAREST \$100.
* TRAIL COST BASED ON UNIT COST SUBTOTAL OF
AVERAGE COST PER MILE CALCULATION ON PAGE 1



**GRIFFIN LINE TRAIL - PRELIMINARY PROBABLE COST ANALYSIS
SOUTHWEST ALIGNMENT - NORTH SEGMENT - PLAINFIELD TO TOBEY ROAD**

DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
ROADWAY ITEMS				
14' ASPHALT TRAIL* (GENERAL COST)	7,900	LF	\$165	\$1,303,500
STREETSCAPE (GENERAL COST)				
CONSTRUCTION FIELD OFFICE	24	MO	\$5,000	\$120,000
STRUCTURE ITEMS				
CULVERT TUNNEL				
ROADWAY BRIDGE				
BOARDWALK				
TRAIL BRIDGE				
TRAFFIC ITEMS				
TRAFFICPERSON - POLICE	1,600	HR	\$75	\$120,000
TRAFFICPERSON - FLAGGER	200	HR	\$42	\$8,400
TRAFFIC SIGNAL MODIFICATION				
RRFB	2	EA	\$10,500	\$21,000
AT-GRADE PED. RAILROAD CROSSING SIGNAL SYSTEM	1	EA	\$150,000	\$150,000
OTHER ITEMS				
6' CHAINLINK FENCE	5,600	LF	\$43	\$240,800
4'-5' METAL FENCE				
RETAINING WALL				
UNIT COST SUBTOTAL				\$1,963,700
MINOR ITEMS	25%	OF SUBTOTAL		\$490,900
CLEARING AND GRUBBING	2%	OF SUBTOTAL		\$39,300
MAINTENANCE AND PROTECTION OF TRAFFIC	3%	OF SUBTOTAL		\$58,900
MOBILIZATION	6.5%	OF SUBTOTAL		\$127,600
CONSTRUCTION STAKING	1%	OF SUBTOTAL		\$19,600
SUBTOTAL				\$2,700,000
INCIDENTALS	25%	OF SUBTOTAL		\$675,000
CONTINGENCIES	25%	OF SUBTOTAL		\$675,000
INFLATION (ANNUALLY)	5%	OF SUBTOTAL		\$135,000
SUBTOTAL				\$4,185,000
ENGINEERING	10%	OF SUBTOTAL		\$400,000
RAILROAD (PROTECTION)	250	DA	\$2,000.00	\$500,000
UTILITIES				\$0
ROW				\$0
TOTAL				\$5,100,000
TOTAL COST RANGE (+/- 10%)				\$4.5 M - \$5.6 M

PRELIMINARY PROBABLE COST ANALYSIS:

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TOTAL ROUNDED TO THE NEAREST \$100,000,
SUBTOTALS TO THE NEAREST \$100.
* TRAIL COST BASED ON UNIT COST SUBTOTAL OF
AVERAGE COST PER MILE CALCULATION ON PAGE 1



**GRIFFIN LINE TRAIL - PRELIMINARY PROBABLE COST ANALYSIS
HOMESTEAD AVE ALIGNMENT - SOUTH SEGMENT - GARDEN STREET TO ALBANY AVE**

DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
ROADWAY ITEMS				
14' ASPHALT TRAIL* (GENERAL COST)	2,640	LF	\$165	\$435,600
HOMESTEAD AVENUE (STREETSCAPE)	6,072	LF	\$1,600	\$9,715,200
CONSTRUCTION FIELD OFFICE	24	MO	\$5,000	\$120,000
STRUCTURE ITEMS				
CULVERT TUNNEL				
ROADWAY BRIDGE				
BOARDWALK				
TRAIL BRIDGE				
TRAFFIC ITEMS				
TRAFFICPERSON - POLICE	4,800	HR	\$75	\$360,000
TRAFFICPERSON - FLAGGER	480	HR	\$42	\$20,200
TRAFFIC SIGNAL REPLACEMENT	2	LS	\$450,000	\$900,000
RRFB				
AT-GRADE PED. RAILROAD CROSSING SIGNAL SYSTEM				
OTHER ITEMS				
6' CHAINLINK FENCE				
4'-5' METAL FENCE				
RETAINING WALL				
UNIT COST SUBTOTAL				\$11,551,000
MINOR ITEMS	25%	OF SUBTOTAL		\$2,887,800
CLEARING AND GRUBBING	2%	OF SUBTOTAL		\$231,000
MAINTENANCE AND PROTECTION OF TRAFFIC	3%	OF SUBTOTAL		\$346,500
MOBILIZATION	6.5%	OF SUBTOTAL		\$750,800
CONSTRUCTION STAKING	1%	OF SUBTOTAL		\$115,500
SUBTOTAL				\$15,882,600
INCIDENTALS	25%	OF SUBTOTAL		\$3,970,700
CONTINGENCIES	25%	OF SUBTOTAL		\$3,970,700
INFLATION (ANNUALLY)	5%	OF SUBTOTAL		\$794,100
SUBTOTAL				\$24,618,100
ENGINEERING	10%	OF SUBTOTAL		\$2,500,000
RAILROAD (PROTECTION)				\$0
UTILITIES				\$0
ROW				\$0
TOTAL				\$27,100,000
TOTAL COST RANGE (+/- 10%)				\$24.3 M - \$29.8 M

PRELIMINARY PROBABLE COST ANALYSIS:

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TOTAL ROUNDED TO THE NEAREST \$100,000,
SUBTOTALS TO THE NEAREST \$100.
* TRAIL COST BASED ON UNIT COST SUBTOTAL OF
AVERAGE COST PER MILE CALCULATION ON PAGE 1



APPENDIX G: ECONOMIC CONSIDERATIONS FOR RAIL- WITH-TRAIL

Memorandum

To: FHI Studio
From: Econsult Solutions, Inc.
Date: February 9, 2024
RE: Economic considerations for rail-with-trail alternatives within the Griffin Line corridor

Constructing a walking trail along the Griffin Line offers potential economic benefits to the city of Hartford. However, decision makers should consider four key points when evaluating the potential of the Griffin Line trail: trail usage as a driver of economic impact, property value changes, the trail's role in Homestead Avenue's economic development, and the trade-offs involved in removing rail access to nearby properties.

Trail Usage and Economic Impact

Trails with the most economic impact are the trails that are most used. This means prioritizing safety, connectivity to other trails and amenities, and a pleasant overall experience for users. Trails along an active, although infrequent, rail line may discourage trail use. Designing the trail, first and foremost, with user experience in mind is the most important component of its economic success.

Property Value Impacts

Trails generally boost property values of adjacent areas with complementary uses such as residential neighborhoods, job centers, or pedestrian friendly commercial districts that drive foot traffic to the trail. These property value impacts are modest but are highest for properties immediately adjacent to the trail. Trails, however, have limited impacts on non-complementary uses such as industrial or large-footprint commercial properties, such as shopping malls.

The presence of the rail line introduces complexity to how property values impact surrounding areas. Physical barriers to the movement of people, such as raised highways, rivers, or in this case, rail lines, can also “block” or limit the flow of potential property values benefits to nearby properties from walking trails.

Economic Development of Homestead Avenue

The City of Hartford is considering the development of the Griffin Line trail in part to help support the economic development of Homestead Avenue. While the trail alone won't drive significant revitalization of the area, it can play a supporting role in a more targeted effort to attract investment to the Homestead corridor depending on the type of investments the city expects to attract.

RE: Economic considerations for rail-with-trail alternatives within the Griffin Line corridor
Date: February 9, 2024

North or South Alignment?

As mentioned above, the property value impacts of trails on nearby properties are modest, and the presence of a trail is unlikely to make-or-break the potential redevelopment of any given property on Homestead Avenue. Keeping this in mind, if the redevelopment of the targeted area on Homestead Avenue is expected to be synergistic with the trail, then special attention should be paid to the accessibility of the trail to nearby properties.

The north alignment promises direct access to each of the properties on Homestead Avenue that are targeted for development but comes at a considerable risk to the overall use of the trail, and therefore it's overall economic impact. There are two reasons for this. First, if the northern alignment is constructed and the development of Homestead Avenue is unsuccessful, the trail alignment will pass along a series of vacant or underutilized properties and an active rail line, both of which are likely to discourage use. Second, the northern alignment requires moving the Griffin Line tracks about 10 feet south to accommodate the trail alignment within the tracks' right of way. This not only incurs substantial costs but also permanently eliminates the possibility for adjacent properties to use the rail line for direct cargo loading. Realigning the track irreversibly removes future potential for these properties to leverage the rail line for cargo transport. While the demand for cargo transport on the line is limited today, the economics of transportation may shift as Hartford and the State of Connecticut grapple with greenhouse gas emissions and long-term climate change. Maintaining the flexibility of those sites could prove economically useful in the long term.

The southern alignment's primary disadvantage is that it does not have direct access to the targeted parcels on Homestead Avenue. However, this limitation can be minimized by providing regular access to Homestead Avenue across the Griffin Line. This means creating frequent crossing points to reduce travel distances from any given parcel to the new trail. While the frequency of crossings is important, minimizing crossing distances is important as travelers tend to be sensitive to travel time. Unnecessarily long or circuitous routes to cross the Griffin Line will likely discourage use.

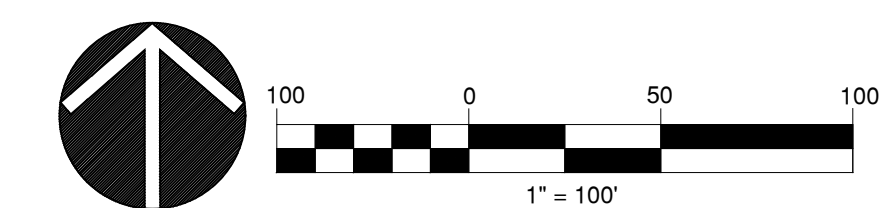
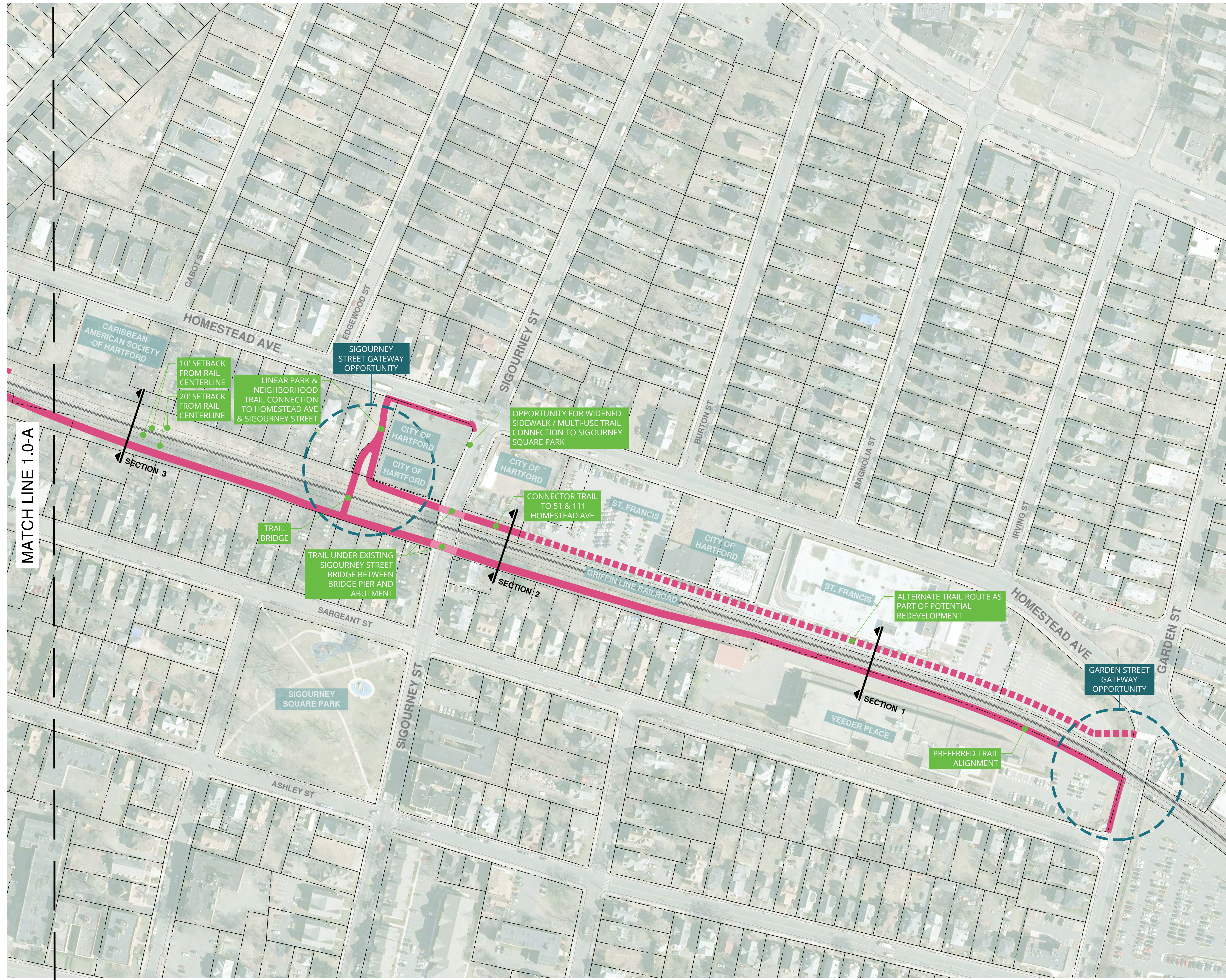
Conclusion

Optimizing the economic development potential of a walking trail along the Griffin Line in Hartford requires consideration of several factors. First, decision-makers should ensure that the trail's alignment and design maximize potential use of the trail. Second, they should consider that property value impacts are modest and varied. Aligning the development of Homestead Avenue with the placement of the trail requires a clear understanding of these property value implications. Finally, decision-makers must weigh the significant trade-offs of altering rail access, particularly the north alignment's potential long-term economic implications against the southern alignment's challenges in providing direct access to Homestead Avenue.



APPENDIX H: PREFERRED ALIGNMENT CONCEPT PLAN (GARDEN STREET TO ALBANY AVENUE)

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416 Asylum Street
Hartford, CT 06103
860-247-7200
fhstudio.com

ENGAGE | DESIGN | ADVANCE

Prepared For:



PROPOSED:
**GRIFFIN LINE TRAIL
PREFERRED ALIGNMENT**
GARDEN STREET TO ALBANY AVE
HARTFORD, CT

Sheet Description:

**GRIFFIN LINE
PREFERRED
ALIGNMENT**

Rev:

Issue Date:
JANUARY 12, 2023

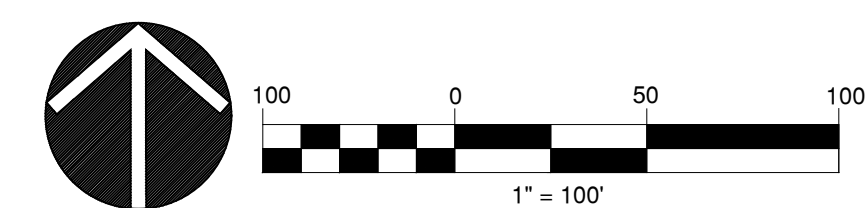
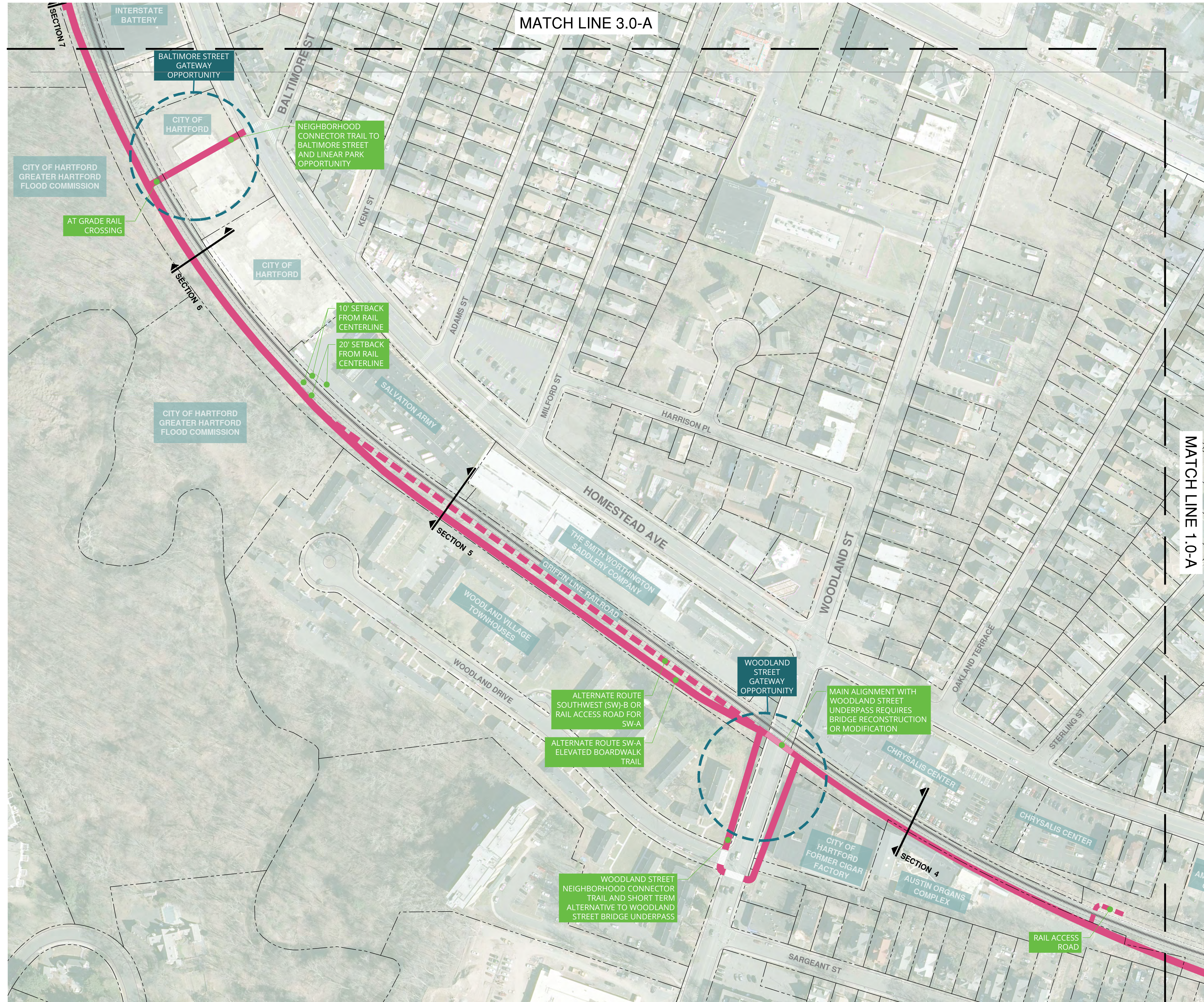
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K.M.

Project number:
1852

Sheet #:
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416 Asylum Street
 Hartford, CT 06103
 860-247-7200
 fhistudio.com

ENGAGE | DESIGN | ADVANCE

Prepared For:



PROPOSED:
**GRIFFIN LINE TRAIL
 PREFERRED ALIGNMENT**
 GARDEN STREET TO ALBANY AVE
 HARTFORD, CT

Sheet Description:

**GRIFFIN LINE
 PREFERRED
 ALIGNMENT**

Rev:

Issue Date:
 JANUARY 12, 2023

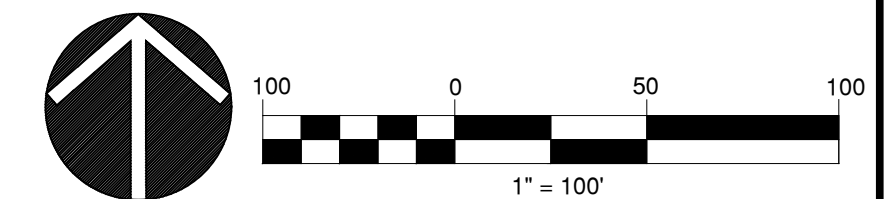
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Project number:
 1852

Sheet #:

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FHI
studio

416 Asylum Street
Hartford, CT 06103
860-247-7200
fhistudio.com

ENGAGE | DESIGN | ADVANCE

Prepared For:

CRCOG
CAPITOL REGION COUNCIL OF GOVERNMENTS

CAPITOL REGION
**EAST COAST
GREENWAY STUDY**
BANDWAGON - BLOOMFIELD - HARTFORD - EAST HARTFORD

PROPOSED:
**GRIFFIN LINE TRAIL
PREFERRED ALIGNMENT**
GARDEN STREET TO ALBANY AVE
HARTFORD, CT

Sheet Description:

**GRIFFIN LINE
PREFERRED
ALIGNMENT**

Rev:

Issue Date:
JANUARY 12, 2023

Scale:
1"=100'

Drawn by:
K.M.

Project number:
1852

Sheet #:

L-3.0



APPENDIX I: PREFERRED ALIGNMENT VISUALIZATIONS

CAPITOL REGION
EAST COAST GREENWAY STUDY

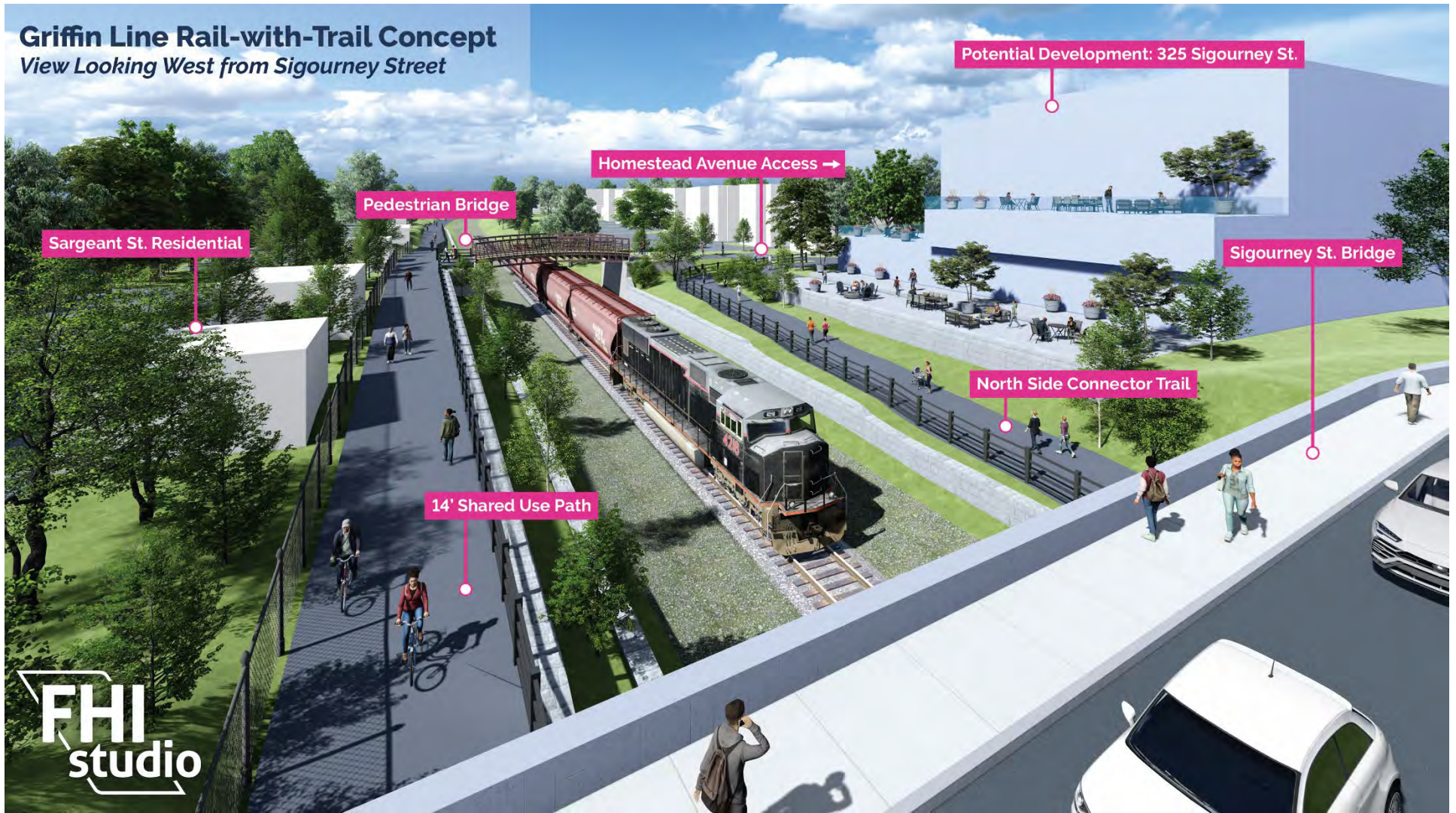


Photo rendering of potential trail near 156 Woodland Street (Austin Organs) and 255 Homestead Avenue (Chrysalis Center). View looking west towards the Woodland Street bridge.





Griffin Line Rail-with-Trail Concept
View Looking West from Sigourney Street



CAPITOL REGION
EAST COAST GREENWAY STUDY



3D rendering showing northside connector trail looking west towards proposed trail bridge.

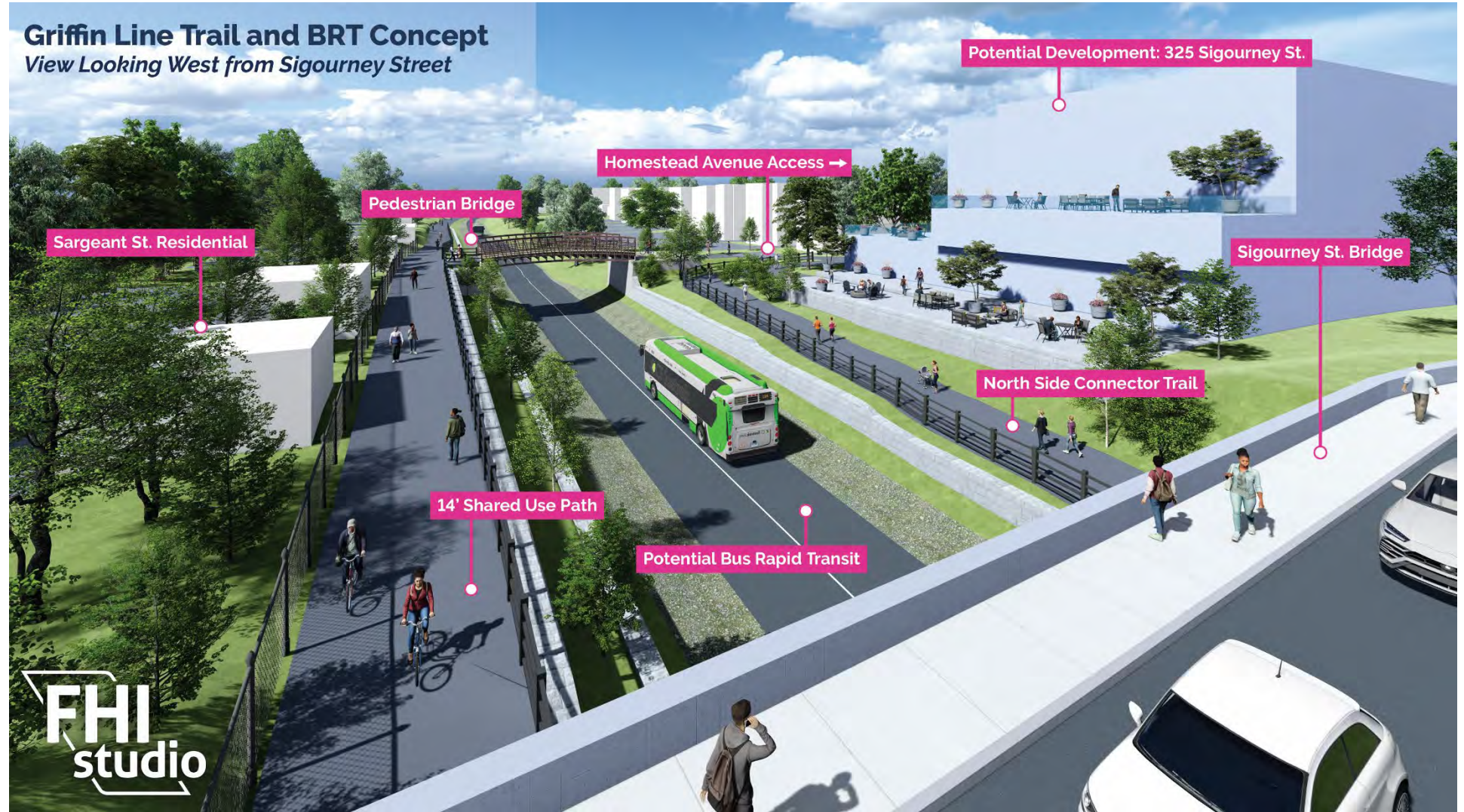


CAPITOL REGION
EAST COAST GREENWAY STUDY



3D rendering of mainline of the Preferred Alignment on the south side of the railroad. Note the fencing proposed between the trail and railroad









APPENDIX J: CTDOT GRIFFIN LINE DESIGN GUIDELINES

Griffin Line Rail with Trail Design Guidelines

Overview

There are currently no national standards or guidelines for the development of rail-with-trails, which has created varied approaches and complicates the design of proposed trail systems. The guidelines below have been developed in concert with state officials, the consultant team and review of 'best practice' documents including those from the Rails to Trails organization, the Federal Railroad Administration and Federal Highway Administration, and the AREMA and AASHTO design manuals. Of specific note from the FRA/FHWA [Rails with Trails Best Practices and Lessons Learned](#) document:

"There is no consensus on setback requirements nor is there a method to calculate the appropriate minimum setback based on corridor characteristics. While guidance documents do provide information on minimum setback standards for bicycle facilities and adjacent walkways, these sources are not considered appropriate for a rail-with-trail."

The resulting guidance is based on the review of referenced materials and coordination with the CTDOT Office of Rails and the Department's broader leadership team.

Operational Note for the Griffin Line Corridor

The corridor is currently owned by the State of Connecticut with freight operations allowed by a lease agreement. It is understood that freight operations occur on a limited basis with very low operating speeds and no regular customers. From a future-use perspective, the corridor must be maintained for a 'heavy' transportation use, whether this is continued freight operations, development of a passenger rail service or creation of Bus Rapid Transit (BRT). Any trail would need to be collocated in the corridor.

Minimum Trail Standards

The following are the minimum recommended trail standards suggested by the Department for a rail with trail alternative to be considered viable. Setback and physical barrier are the two principal standards and are inversely correlated, the smaller the setback the more substantial the barrier must be. Additionally, the physical trail must be constructed in accordance with AASHTO best practices and generally maintain a trail width of 10 ft with a 2ft buffer on either side of the trail. Widths narrower than 10ft but not less than 8ft for short distances should be allowed where physically constrained. This can either include sections that are within a cut or where the trail passes underneath a

roadway. The trail should be made available as a railroad maintenance access corridor for emergency purposes or with advanced notice.

The recommended minimum setback from track center line should be 10ft, with a preferred centerline setback of 20ft. At a 10ft setback the trail should include a solid non-scalable barrier. At 20ft the trail should include a physical fenced barrier at least 7ft in height.

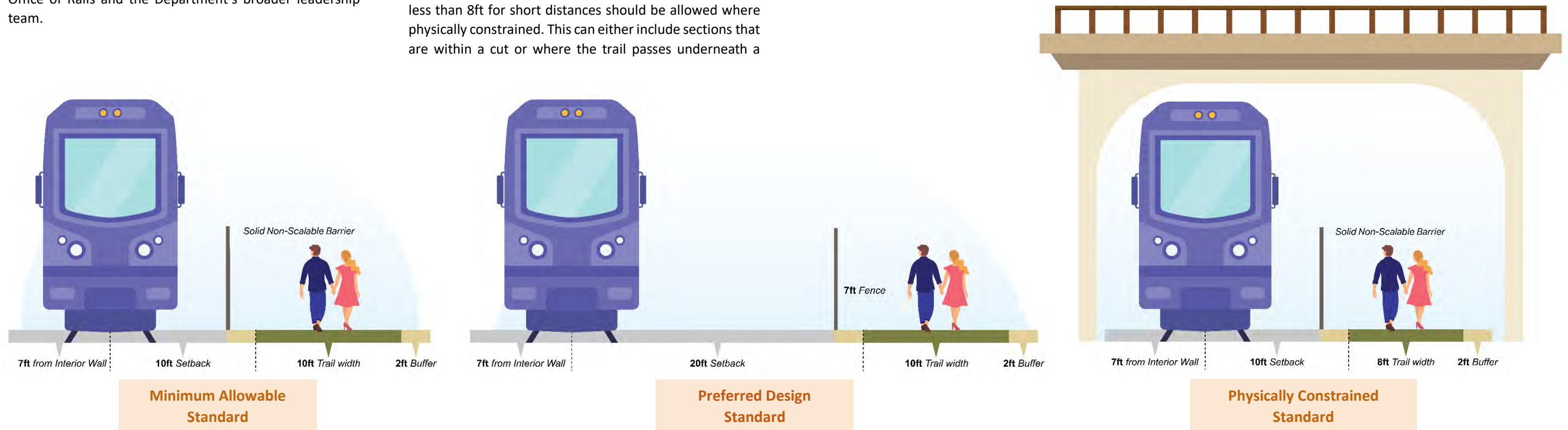
Alternatives Assessment

The alternatives assessment conducted by the city should demonstrate that the recommended minimum trail standards identified in this document can be met throughout the corridor. The assessment should further consider strategies to mitigate flooding that occurs in the corridor and would be exacerbated by the addition of impervious surface. Additionally, in accordance with the 'best practice' guidance documents identified previously, the assessment should include a review of alternative corridors, including the collocation of dedicated bike/ped facility along existing roadway networks.

Minimum Allowable Standard: The minimum generally allowable setback and enhanced barrier. **10ft Setback, a Solid Non-Scalable Barrier & a 10ft Trail Width.**

Preferred Design Standard: Where possible this standard should be used and allows for a reduced barrier. **20ft Setback, 7ft Barrier & a 10ft Trail Width.**

Physically Constrained: Used for short durations where the minimum allowable standard cannot be met including at underpasses. **10ft Setback, a Solid Non-Scalable Barrier & an 8ft Trail Width.**





APPENDIX K: CURRENT RAILROAD OPERATING AGREEMENT

RECORDED IN	Hartford	VOLUME	4056	PAGE	250
	Windsor	VOLUME	1184	PAGE	204
	Bloomfield	VOLUME	806	PAGE	317

Agreement No. 6.08-08(98)

OPERATING AGREEMENT
FOR RAIL FREIGHT SERVICE
ON THE GRIFFINS INDUSTRIAL TRACK

BETWEEN

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

AND

THE CENTRAL NEW ENGLAND RAILROAD COMPANY

RAIL FILE NO. (63) 7001-MISC-1107

THIS OPERATING AGREEMENT, concluded at Newington, Connecticut, this *4th* day of *January*, 19*98*, by and between the State of Connecticut, Department of Transportation, James. F. Sullivan, Commissioner, acting herein by Harry P. Harris, Bureau Chief, Bureau of Public Transportation, 2800 Berlin Turnpike, Newington, Connecticut 06131, duly authorized, hereinafter referred to as the STATE, and The Central New England Railroad Company, 44 Cedar Ridge Road, Newington, Connecticut 06111, acting herein by Mr. Amedee J. Belliveau, its President and General Manager, hereunto duly authorized, hereinafter referred to as the RAILROAD.

WITNESSETH: THAT,

WHEREAS, the STATE is owner of USRA Line 50, a rail line commonly known as the "Griffins Industrial Track", from milepost 0.0 to milepost 8.7 and located in the Towns of Hartford, Bloomfield and Windsor, Connecticut, and

WHEREAS, the STATE has selected the RAILROAD to provide rail freight service over said Griffins Industrial Track in response to the STATE'S "Request for Proposals for Operating & Maintaining Rail Freight Service From Hartford to Windsor, Connecticut on the Griffins Industrial Track", Proposal Item Number 082498, dated August 24, 1998, and

WHEREAS, the STATE has the authority pursuant to Section 13b-36(b) of the Connecticut General Statutes, as revised, to enter into this Agreement.

Agreement No. 6.08-08(98)

**OPERATING AGREEMENT
FOR RAIL FREIGHT SERVICE
ON THE GRIFFINS INDUSTRIAL TRACK**

BETWEEN

**STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION**

AND

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WHEREAS, the STATE has the authority pursuant to Section 13b-36(b) of the Connecticut General Statutes, as revised, to enter into this Agreement.

NOW, THEREFORE, KNOW YE:

The STATE does hereby grant to the RAILROAD, subject to all the stipulations, restrictions, specifications and covenants herein contained, the right to operate a common carrier short line rail freight operation, with such rights as detailed herein, from Station Point 00+00+/- on Valuation Map 59-60-01 in Hartford, Connecticut, to Station Point 456+00+/- on Valuation Map 59-60-09 in Windsor, Connecticut, for a total of 8.64 linear miles, hereinafter referred to as the SEGMENT. The track, bridges, signals, switches, structures, and related railroad transportation property located on the SEGMENT over which RAIL FREIGHT SERVICE is to be provided pursuant to this Agreement shall hereinafter be collectively referred to as FACILITIES.

1) The term of this Agreement shall commence on the date this Agreement is signed and fully approved by the STATE and shall continue for a period of ten (10) years, with the RAILROAD having the right to renew said term for one (1) additional, successive ten (10) year period of time.

2) The STATE hereby grants to the RAILROAD the right to: (a) operate freight trains, cars, locomotives and other rail equipment; (b) occupy and use the FACILITIES (and replacements thereof); (c) construct, operate and maintain additional or substitute stations, buildings and other facilities which are legally required or, in the RAILROAD'S opinion, are reasonably necessary in connection with the provisions of RAIL FREIGHT SERVICE on the SEGMENT; (d) construct contiguous or adjacent additional rail lines and tracks and install necessary track connections; (e) provide all existing and any reasonable access to the SEGMENT to permit the exercise of the foregoing rights. So long as these rights remain with the RAILROAD, they shall be construed to be an easement, subject to all the terms and conditions set forth in this Agreement.

3) The STATE, at its option, may terminate this Agreement if the RAILROAD discontinues continuous RAIL FREIGHT SERVICE for more than forty-five (45) days and the STATE has contracted or entered into a letter of intent with another contractor enfranchised under the laws of the State of Connecticut to provide substantially similar service on the SEGMENT; provided, however, that the STATE herein acknowledges and agrees that none of the following shall constitute discontinuance of continuous RAIL FREIGHT SERVICE on the SEGMENT:

- (a) There being no customers requiring RAIL FREIGHT SERVICE on the SEGMENT; or
- (b) The RAILROAD is delayed, hindered in or prevented from providing RAIL FREIGHT SERVICE for any of the reasons described as "Force Majeure" in paragraph 10 hereof.

If no alternative operator can provide RAIL FREIGHT SERVICE, the RAILROAD can retain the rights contained in this Agreement and resume service at a later date by providing preventive maintenance of the FACILITIES. For the purposes hereof, "preventive maintenance" is defined as keeping the right of way clean of brush and vegetation; keeping the culverts and drainage pipes clean and free flowing; and

providing normal maintenance of the FACILITIES in conformance with all regulations of the respective municipalities in which the FACILITIES are located regarding health, nuisance, fire, highways and sidewalks, to the extent, if any, such regulations are applicable to the FACILITIES described herein.

4) The STATE shall make the final determination as to the granting of new or additional non-operating easements, licenses, leases, rights and/or privileges (including air rights) affecting the SEGMENT and FACILITIES covered by this Agreement; provided, however, that the STATE shall not grant any new or additional non-operating easements, licenses, leases, rights and/or privileges (including air rights) affecting said SEGMENT and FACILITIES if the granting thereof will cause any interference with the RAILROAD'S conduct of RAIL FREIGHT SERVICE upon the SEGMENT. All new or additional non-operating easements, licenses, leases, rights and/or privileges (including air rights) affecting said SEGMENT and FACILITIES shall be in conformity with, and shall be removed, modified and/or installed under the supervision and reasonable instructions of the chief engineer of the RAILROAD in order to prevent interference with the RAIL FREIGHT SERVICE. Before making any such final determination, the STATE shall first consult with the RAILROAD'S general manager (or such other person as RAILROAD may designate for such purpose), and the RAILROAD'S chief engineer shall provide his/her recommendations to the STATE within a reasonable time after such consultation. Any major disagreement or conflict between the STATE'S position and the RAILROAD'S recommendations shall be resolved through the arbitration procedures contained herein. The STATE shall compensate the RAILROAD for any and all reasonable costs incurred by the RAILROAD, including without limitation, disruptions in the RAILROAD'S provision of RAIL FREIGHT SERVICE, as a result of any action taken by the STATE in violation of any interest of the RAILROAD protected by this paragraph, unless such compensation is provided to the RAILROAD by another party.

5) This Agreement may be terminated at any time by either party hereto by giving the other party one hundred twenty (120) days official notice, as the same is hereinafter defined. Upon expiration of said notice period, this Agreement shall be null and void and all rights of the RAILROAD shall end and terminate.

6) It is mutually understood and agreed by the parties hereto that when pages -1- thru and including -12- hereof are duly recorded in the land records of the town(s) in which the said SEGMENT and FACILITIES are located, the said pages are and shall continue to function as a "Notice of Lease" pursuant to Section 47-19 of the Connecticut General Statutes, as revised.

7) It is mutually understood and agreed by the parties hereto that this Agreement is made subject to each and every specification and covenant, unless specifically deleted therefrom and substituted herein, contained in the "Standard Railroad License Specifications & Covenants For Wire, Pipe and/or Cable Transverse Crossing and/or Longitudinal Occupation Within The Railroad Right of Way", ("Standard Specifications"), dated June 18, 1998, which are hereby made an integral part of this Agreement by reference thereto and which shall have full force and effect as if the same was incorporated herein, it

being understood and agreed by the parties hereto that the said "Standard Specifications" are and shall remain on file in the offices of the State and of the Licensee identified on page -1- hereof.

8) During the first five (5) years of the initial term of this Agreement, the RAILROAD shall pay to the STATE, annually, a sum equal to six percent (6%) of the RAILROAD'S gross rail revenues. During the second five (5) years of the initial term of this Agreement, the RAILROAD shall pay to the STATE, annually, a sum equal to twelve percent (12%) of the RAILROAD'S gross rail revenues. Revenues are those attributed to operations on the SEGMENT and shall be defined in accordance with the definitions in the Standards for Determining Rail Service Continuation Subsidies, (49 CFR 1125), and the Rail Services Planning Office of the Interstate Commerce Commission (RSPO Standards), as the same may be amended from time to time. If the RAILROAD elects to exercise its right to extend this Agreement for one (1) additional, successive ten (10) year period of time, the STATE and the RAILROAD shall renegotiate the consideration of the annual payment based upon the RAILROAD'S then gross rail revenues from the provision of RAIL FREIGHT SERVICE, as certified by actual audits.

9) The RAILROAD agrees that it shall have prepared and delivered to the STATE, in the manner and frequency hereinafter specified and at the RAILROAD'S own expense, statement(s) of gross receipts, pertinent expenses (where appropriate) and payments to the STATE.

Such statement(s) shall be prepared and delivered to the STATE within ninety (90) days following each of the hereinafter specified events (where appropriate):

- (a) the end of each year of the specified term of this Agreement;
- (b) the end of each year or fraction thereof of any bona fide extension of the specified term of this Agreement, if any; and
- (c) the effective date of termination of this Agreement, in the event of termination prior to the completion of the specified term of this Agreement or prior to the completion of the extended term of this Agreement specified in any bona fide extension hereof, if any.

Such statement(s) shall be prepared and certified by an independent Certified Accountant (CPA) as defined by Chapter 389 of the Connecticut General Statutes, as revised, and shall contain the CPA'S professional opinion relative to each of the following:

- (1) The sufficiency and adequacy of all records presented by the RAILROAD to the CPA to properly reflect all aspects of the RAILROAD'S operations under this Agreement;
- (2) The system of record keeping utilized by the RAILROAD pursuant to this Agreement is in substantial accord with generally accepted accounting principles and practices;

- (3) The payments due the STATE are computed correctly and in accord with the terms of this Agreement and the laws of the State of Connecticut, and
- (4) The recommendations of the CPA, if any, that in the opinion of the CPA would improve the fiscal relationship between the STATE and the RAILROAD as regards this Agreement.

While it is the intent of the STATE to rely on the certified statement(s) of the CPA as the same is/are defined hereinabove, the STATE hereby reserves the right to review, examine and/or audit the records of the RAILROAD and the work papers of the said CPA as relates to this Agreement.

10) In the event that the RAILROAD shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, failure of any connecting railroad to provide service, restrictive governmental laws or regulations, riots, insurrection, war or any Act of God, including, but not limited to, flooding or washouts, or any other reason beyond the RAILROAD'S control, hereinafter collectively referred to as FORCE MAJEURE, then the RAILROAD'S performance of such act shall be excused for the period during which such conditions shall continue to exist.

In the event of a loss of any portion of the physical plant comprising the SEGMENT, the RAILROAD shall repair the damaged area as part of its normal maintenance program unless such loss is determined to be catastrophic, as defined below.

For the first two years of this Agreement, catastrophic loss shall be defined as damage to the physical plant greater than Seventy-Five Thousand Dollars (\$75,000) per annum or twenty-five percent (25%) of the RAILROAD'S annual gross rail revenues from RAIL FREIGHT SERVICE, whichever is lesser. For the remainder of this Agreement, catastrophic loss shall be defined as damage of Seventy-Five Thousand Dollars (\$75,000) per annum or twenty-five percent (25%) of Gross Revenues, whichever is greater.

In the event of a catastrophic loss of any portion of the physical plant comprising the SEGMENT that substantially impairs the RAILROAD'S ability to provide RAIL FREIGHT SERVICE, the RAILROAD shall be relieved of its responsibilities to operate and maintain the SEGMENT unless the funds required for restoration beyond the RAILROAD'S obligation for maintenance are received from (a) a source other than the RAILROAD or (b) can be recovered by the RAILROAD over a period of less than two (2) years, without impairing the previously existing level of recovery of costs or contribution of the line to the RAILROAD'S overhead and profit through basic rates and surcharges (if needed) from RAIL FREIGHT SERVICE on the SEGMENT.

11) The RAILROAD shall have exclusive control over the management and operation of its RAIL FREIGHT SERVICE, including, without limitation, the dispatching of trains, assignment of available cars, assignment of crews and assignment and utilization of

power, provided that the RAILROAD will provide such RAIL FREIGHT SERVICE in an efficient manner.

12) Upon expiration of Agreement No. 9.22-04(89) between the STATE and Martin Marietta, The RAILROAD, at its own expense, shall perform all routine and emergency maintenance which does not involve catastrophic loss, such as, rail surfacing, spot tie and rail replacement, spot tamping and lining, tightening bolts, driving spikes and other necessary repairs needed to enable continued, safe operation over the SEGMENT, and shall maintain the FACILITIES to permit continued operation of RAIL FREIGHT SERVICE in compliance with the Federal Railroad Administration, (FRA), safety standards. Within the initial two years of this Agreement, accelerated maintenance is the responsibility of the Operator, if required. Exceptions to continued maintenance of the SEGMENT, or any portion thereof, at FRA'S Class II track standards may be granted by written approval from the STATE.

13) In accordance with the RAILROAD'S "Griffins Line Proposal" dated September 29, 1998, submitted to and received by the STATE, the RAILROAD will immediately bolster maintenance to keep the Griffins Industrial Track at Class I+ conditions through the winter by:

a) Ensuring that all track and switches on the entire line are up to a firm FRA Class I+ status, concentrating on tie insertion, joint raising, bolt tightening, spot ballasting, switch timbering and adjustment, and drainage improvements.

b) Undercut track at overhead bridge MP 1.05, Woodland Street in Hartford, with a current Plate-C-Only Clearance Restriction, which will not clear Plate E or Plate F Hi-Cube lumber and plywood cars.

c) Replace "paved-over" surface of Wintonbury Avenue Crossing in Bloomfield with rubber Epflex flangeguard.

d) Redeck timbers on Watt Brook girder bridge at MP 4.03.

e) Restore both switches and track to the Run-Around siding at Griffins, Day Hill Road, for operations and yardage.

f) Upgrade track and switches at Walnut Street Bridge interchange, Hartford Lumber track, and Waterbury/New Britain Sub to provide an interim "Drop and Pull" interchange there with Connecticut Southern Railroad.

14) The RAILROAD further agrees, in accordance with the RAILROAD'S "Griffins Line Proposal" dated September 29, 1998, submitted to and received by the STATE, to undertake a four (4) year plan to raise the track on the Griffins Industrial Track from Class I to Class II, including crossing surfaces and automatic signal protection, by:

Phase 1: a) Undercut Woodland Street overhead bridge in Hartford (1999) 20" to open up restrictive Plate C clearance to Plates E and F for the passage of hi-cube lumber and plywood cars. The RAILROAD will also amend soft track and drainage

problems in the area, with aggressive ditching, drainage pipe, geotextile, deepened ballast section, new ties, plates, surface and alignment.

- b) Install cantilever signal lights and gates and circuits at the Cottage Grove divided highway crossing.

Phase 2: a) Additional installation of 150 ties/mile, using 6" x 8" treated hardwood grade I or quality relay, depending upon price and availability, which will be the first year of a three-year tie replacement program.

(2000)

- b) Park Avenue Crossing. Upgrade track, surface and signals.

Phase 3: a) Additional installation of 150 ties/mile, using 6" x 8" treated hardwood grade I or quality relay, depending upon price and availability, which will be the second year of a three-year tie replacement program.

(2001)

- b) Install crossing signals on six (6) public crossings.

Phase 4: a) Additional installation of 150 ties/mile, using 6" x 8" treated hardwood grade I or quality relay, depending upon price and availability, which will be the last year of the tie replacement program.

(2002)

- b) Various ballast, surface and alignment, culverts and drainage improvements.

15) In the event the SEGMENT, or any portion thereof, is rehabilitated by the STATE or its agent at any time during the initial or extended term, if any, of this Agreement, the RAILROAD shall be required to maintain the SEGMENT, or any portion thereof, at the level to which it was rehabilitated by the STATE or its agent, according to the following requirements: (a) the RAILROAD shall adhere to the "AREA Manual of Rail Way Engineering" for all track rehabilitation, and (b) the RAILROAD shall maintain track conditions to not less than the FRA'S Class II requirements for all segments that are rehabilitated.

16) The STATE shall deliver the FACILITIES to the RAILROAD, and the RAILROAD shall accept the FACILITIES, in substantially the same condition the FACILITIES are in on the date this Agreement is signed and fully approved by the STATE. Not more than seventy-two (72) hours prior to the RAILROAD'S accepting possession of the FACILITIES pursuant to this Agreement, the RAILROAD and a representative of the STATE shall jointly inspect the FACILITIES.

The FACILITIES shall be available at all reasonable times, for inspection by the STATE, its employees and representatives during the initial term and any extensions hereof. The RAILROAD shall conduct inspections of the FACILITIES as required by FRA track safety standards. The RAILROAD shall permit qualified representatives of the STATE to accompany the RAILROAD'S inspectors as vehicular space permits.

The STATE reserves the right to inspect the FACILITIES prior to the commencement of the RAILROAD'S operations. In the event automatic warning devices have to be reactivated at grade crossings, the STATE shall be notified before the commencement of the RAILROAD'S operations to facilitate an inspection of the operation and alignment of the lights. If automatic warning devices are not reactivated, any remaining lights should be removed or bagged and a stop and protect order made in the RAILROAD'S employee timetable.

17) The RAILROAD agrees to secure and maintain, at no cost to the STATE, during the initial term and any renewals thereof, if any, with the STATE being an additional insured party, the following minimum liability insurance policy or policies covering the said SEGMENT and FACILITIES, the same being carried with an insurance company or companies satisfactory to the STATE. Each insurance policy shall state that the insurance company(ies) shall agree to investigate and defend the insured against all claims for damages, even if groundless.

Insurance providing for a total limit of not less than Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence.

In conjunction with the above, the RAILROAD agrees to furnish to the STATE, only on the forms supplied by the STATE, a Certificate of Insurance, (CON-32), fully executed by an insurance company or companies satisfactory to the STATE, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

It is further understood and agreed by the parties hereto, that the RAILROAD shall not use the defense of Governmental Immunity in the adjustment of claims or in the defense of any suit, unless requested by the STATE.

18) The RAILROAD shall comply with all federal, state and municipal laws and regulations as to health, police, nuisance, fire, water, highways, sidewalks (including removal of snow and ice therefrom), public utilities, interstate commerce and other matters and with the regulations of all persons or corporations supplying water, gas, electricity or steam to the FACILITIES, and shall indemnify the STATE against all fines, penalties, expense, damages, and costs for violation thereof.

19) The RAILROAD shall not mutilate, damage, misuse, or commit or suffer waste in the FACILITIES, but shall keep the same and upon the termination hereof deliver them up in as good condition as they are now in, or may be put in by the STATE, ordinary wear and tear, fire without fault or malfeasance on the part of any occupant of the FACILITIES and damages by the elements without concurring fault on the part of the RAILROAD, excepted. The RAILROAD agrees that no junk shall be permitted to be stored on the FACILITIES. The term "junk", as used herein, shall mean old or scrap paper, copper, brass, rope, rags, batteries, trash, rubber debris, waste, dismantled or wrecked

automobiles, or parts thereof, iron, steel and other old or scrap ferrous or non-ferrous materials not used or stored for use by the RAILROAD in connection with the operation, restoration or maintenance of locomotives, rolling stock, related railroad equipment, vehicles, the SEGMENT or the FACILITIES.

Any and all repairs, alterations or improvements made to the FACILITIES by the STATE, at the RAILROAD'S request, shall be at the RAILROAD'S expense unless otherwise expressly agreed to in writing by both parties. If any structure within the FACILITIES has been destroyed or damaged, and if the RAILROAD has received or will receive insurance moneys as compensation for such loss or damage, such insurance moneys shall be applied toward repairing or rebuilding the lost or damaged structure within the FACILITIES.

20) The RAILROAD shall not assign or transfer this Agreement or sublet the whole or any part of the SEGMENT without written permission from the State of Connecticut, Department of Transportation.

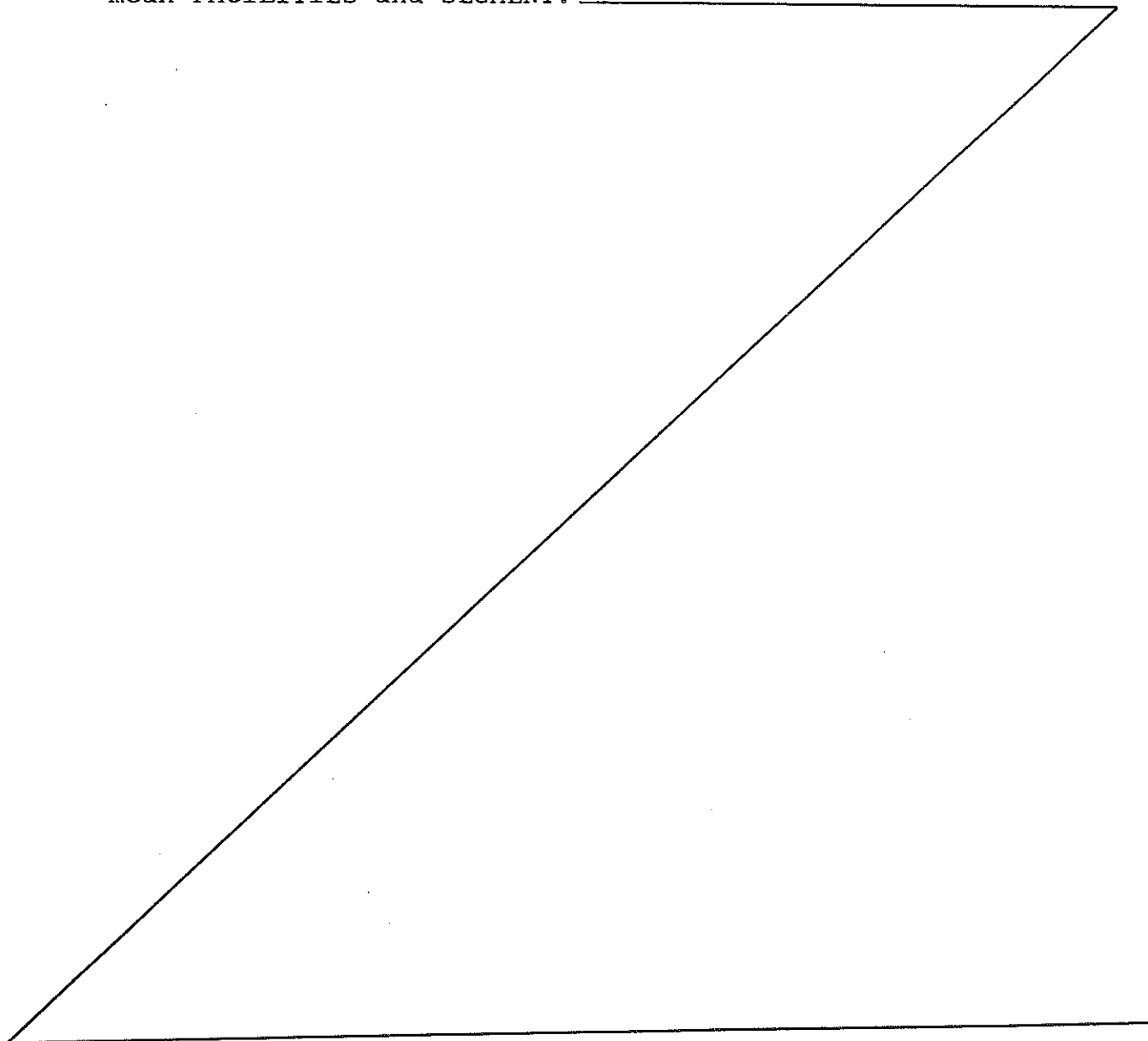
21) The RAILROAD shall conform to the regulations promulgated by the FRA and published in the United States Code of Federal Regulations, and Connecticut General Statutes Title 13b, Chapters 245, 245a and 245b, both as amended, for all train operations, track maintenance, and equipment.

22) It is further mutually understood and agreed by the parties hereto that this Agreement is made, subject to the following specifications and covenants:

- (a) It is expressly understood and agreed by the RAILROAD that if at any time during the term of this Agreement the required Certificate of Insurance and/or rental payment, as described herein, are not received within thirty (30) days of their due date, the STATE shall have the right to automatically terminate this Agreement, and the RAILROAD shall be required to be removed from the FACILITIES and the SEGMENT without further notice. The STATE'S lack of enforcement of its right to automatically terminate shall not be construed as a waiver of its right to do so.
- (b) Item (3) on Pages S-1 and S-2 of the attached "Standard Specifications" is hereby deleted in its entirety prior to the execution of this Agreement.
- (c) It is mutually understood and agreed that the RAILROAD will provide, in a timely manner, to the Connecticut Department of Transportation, Office of Rail, a copy of its employees' timetable and all subsequent amendments thereto, as well as, all bulletin orders the RAILROAD issues.
- (d) The RAILROAD shall be required to publish a public notice in the Hartford Courant and local newspapers, particularly in the Towns of Hartford, Bloomfield, and Windsor, at least thirty (30) days prior to the commencement of the RAILROAD'S operations, to advise the public and abutting property owners that the rail line contained within the SEGMENT will

become active. The RAILROAD will also be required to give written notice to the first elected officials of the Towns of Hartford, Bloomfield and Windsor indicating the RAILROAD'S current limits and authorities pursuant to this Agreement.

- (e) In accordance with the requirements of Chapter 245b, Railroad Operations, Section 13b-324(b) of the Connecticut General Statutes, in the event of an accident involving personal injury or affecting the public safety occurring on any of its property or involving any of its equipment, the RAILROAD shall notify the Commissioner of the Connecticut Department of Transportation as soon as possible after the accident. Any notice given orally shall be confirmed in writing within five (5) days.
- (f) "LICENSEE", as referenced in the attached Standard Specifications, shall mean RAILROAD, and "FACILITIES", as referenced in the attached Standard Specifications, shall mean FACILITIES and SEGMENT.



IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated.



WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
James F. Sullivan, Commissioner

Elizabeth Mosca
Name: ELIZABETH H. MOSCA

By Harry P. Harris (Seal)
Harry P. Harris
Bureau Chief
Bureau of Public Transportation

Louise Lent
Name: LOUISE LENT

Date: January 4, 1999

WITNESSES:

RAILROAD
THE CENTRAL NEW ENGLAND RAILROAD
COMPANY

Bryan J. Belliveau
Name: Bryan J. Belliveau

By Amedee J. Belliveau (Seal)
Amedee J. Belliveau
President and General Manager



Deborah S. Belliveau
Name: Deborah S. Belliveau

Date: 11-2-98



262

THE CENTRAL NEW ENGLAND RAILROAD CO., INC.

44 Cedar Ridge Rd.
Newington, CT- 06111-2008
Phone : 860-666-1636
Fax : 860-665-1540

RESOLUTION (CORPORATION)

BE IT RESOLVED, that the President, Amedee J. Belliveau, VICE PRESIDENT
_____, SECRETARY _____
(NAME) (NAME)

Or any of them acting individually be and they are hereby authorized to enter into an operating agreement between the State of Connecticut Department of Transportation, ~~Agreement #7.28-09(98), State Project #0170-1921*~~ and this Corporation. *Agreement No. 6.08-08(98), Rail File No. (63) 7001-Misc-1107

BJB
12-3-98

Bryan J. Belliveau, Secretary
I, ~~Amedee J. Belliveau, President~~ of The Central New England Railroad Company, under the laws of the State of Connecticut hereby certify that the foregoing is a true copy of the resolution duly adopted by the Board of Directors of said Corporation at the meeting duly held the 2nd of February, 1998 at which a quorum was present and voting, and that the same has not been repealed or amended, and remains in full force effect and does not conflict with the by-laws of said Corporation.

amc
12-24-98

(CORPORATE SEAL)



(If No Seal, Certify That There Is No Seal)

11-2-98

(DATE)

Bryan J. Belliveau

(SECRETARY)

(Must Not Be Signed By An Officer Named In The Resolution)

Subscribed And Sworn To Before Me

This 2 Day of November 1998

Kathleen M. P. [Signature]

Notary Public (Affix Seal)

My Commission Expires 4/30/99

COM. 12 REV. USE
STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

Rail File # (63) 7001-Misc-1107
(Griffins Line)

CERTIFICATE OF INSURANCE

This is to certify that the insurance Company named herein has issued to the named insured the policies listed below, that these policies are written in accordance with the insurance Company's standard policies and endorsements, except as indicated below or as noted in the attachments hereto, which policies and endorsements will be made available to the Department of Transportation upon request, that they provide coverage and limits of liability shown with respect to the hazards insured, that they are in force on this date, that all conditions and exclusions are indicated below, and that this Certificate is furnished in accordance with and for the purpose of satisfying the requirements of the Department of Transportation in accordance with the award and performance of any contract or agreement, or the issuance of any permit or authorization by the Transportation Commissioner or duly authorized agent. The insurance Company agrees to investigate and defend the insured against all claims for damages, even if groundless.

NAME OF INSURED The Central New England Railroad Company and State of Connecticut
ADDRESS 44 Cedar Ridge Road CITY Newington STATE CT

Hazard	Policy Number	Effective Date	Expiration Date	Coverages and Limits of Liability	
				Specify Injury Liability and Property Damage Liability All Permitted Damages Less Amounts of Exclusions	AGGREGATE
A					
B <u>Public Liability</u>	<u>GG15018793-01</u>	<u>5/1/98</u>	<u>5/1/99</u>	<u>5,000,000</u>	<u>Unlimited</u>
C					
D					
E					
F					
G					
H					
I					
J					
K					

* Place of Operations to Be Used as Additional Covered
** Comprehensive Description of Conditions shall be supplied herewith by self-insured party.

- Check This certificate is issued in accordance with the terms of:
- Construction Contracts
 - Maintenance Work (by Purchase Order)
 - Demolition Contracts
 - Permit Work No. _____
 - Lease Agreement Rights of Way
 - Agree No. _____
 - Engineering
 - Project No. _____
 - Other Specify Rail File # (63) As Noted Above
including all operations incidental thereto.

PARTY FOR NOTICE Public Transportation Unit 7440 THE Office of Rail

(1) It is agreed that the herein named insurance Company waives governmental immunity as a defense and will not use the defense of government of immunity in the adjustment of claims or in the defense of any suit brought against the State, and it is further agreed that the insurance Company will not preclude and audit charges derived under the protective liability policy to the above named insured.
(2) LIABILITY - The insured shall at all times indemnify and save harmless the State of Connecticut, the Department of Transportation, and their respective officers, agents, and employees, on account of any and all claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents, and employees of said State or Department or of the insured, his subcontractors, or materialmen, and from injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons on or near the work, or by any other person or property, real or personal (including property of any kind owned or operated) damaged in whole or in part by the acts, omissions, neglect of the insured, including but not limited to any neglect in supervising the work or through the use of unacceptable materials in conducting the work, of the contractor or permittee, any subcontractor, materialman, or anyone directly or indirectly employed by them or any of them while engaged in the performance of the contract, or agreement, or work under a permit, including the entire elapsed time from the date ordered to start work or the actual start whichever occurs first until the completion as certified by the Department of Transportation.

IN THE EVENT OF ANY RESTRICTIVE AMENDMENT TO, ANY CHANGE IN CANCELLATION OF OR FAILURE TO RENEW ANY ONE OR MORE OF SAID POLICIES THE General Accident Insurance Company SHALL GIVE NOT LESS THAN THIRTY DAYS WRITTEN NOTICE TO THE PARTY FOR NOTICE TO WHOM THIS CERTIFICATE IS ISSUED OF SUCH AMENDMENT, CHANGE, CANCELLATION, OR FAILURE TO RENEW.

DATE/TIME 6th DAY OF November 19 98

General Accident Insurance Co.
Philadelphia, PA
United Shortline Insurance Services
Fort Austin, MI
James Schilling

ISSUED TO DEPARTMENT OF TRANSPORTATION
OFFICE OF RAIL
PROPERTY MANAGEMENT UNIT
60 UNION AVENUE 3rd FLOOR WEST
NEW HAVEN, CT 06619

STANDARD RAILROAD LICENSE

SPECIFICATIONS & COVENANTS

FOR WIRE, PIPE AND/OR CABLE TRANSVERSE CROSSINGS AND/OR
LONGITUDINAL OCCUPATIONS WITHIN THE RAILROAD RIGHT OF WAY

June 18, 1998

Connecticut Department of Transportation
Bureau of Finance & Administration
Division of Contract Administration
Agreements/Negotiations Section

- (1) The Licensee hereby releases and waives all right or alleged right at any time to ask for or demand damages from the State or its employees, that have occurred or may occur to the Licensee, to the FACILITIES or to any property owned by or in possession or control of the Licensee, or the Licensee's officers, employees or agents, while in or upon the FACILITIES, including loss of use thereof, and whether or not due to the fault, failure or negligence of the State; and the Licensee further covenants and agrees to indemnify, protect and save harmless the State from and against all loss, cost, damage and expense, and claims and demands therefor, caused by or in connection with the presence, location, use, construction, condition, maintenance, repair, renewal, or removal of the FACILITIES, or the facilities of the Licensee used in connection therewith, or injury or damage caused thereto or thereby, and whether to the property of the State or to property in its possession, control or custody, to its employees, patrons or licensees, or to persons or property of others who may seek to hold the State liable therefor, and whether attributable in whole or in part to the fault, failure or negligence of the State.
- (2) The Licensee agrees that at all times during the life of this Agreement, including any supplements thereto and all renewals thereof, it shall indemnify and save harmless the State, its officers, agents, employees and the said FACILITIES from all claims, suits, actions, damages and cost of every name and description a) resulting from the negligent use of the said FACILITIES by the Licensee and/or any of its subcontractors or b) resulting from the non-use of the said FACILITIES while said FACILITIES is under the jurisdiction and control of the Licensee or c) resulting from the nonadherence of the Licensee and/or its subcontractors to any of the restrictions, covenants and specifications of this Agreement, including any supplementals thereto and all renewals thereof, and such indemnity shall not be limited by reason of any insurance coverage.

It is further understood and agreed by the parties hereto, that the Licensee shall not use the defense of Governmental Immunity in the adjustment of claims or in the defense of any suit, unless requested by the State.

- (3) The Licensee agrees to secure and maintain for the duration of this Agreement, including any supplements thereto and all renewals thereof, if any, with the State being named an additional insured party, the following minimum liability insurance policy or policies covering the said FACILITIES at no cost to the State, the same being carried with an insurance company or companies satisfactory to the State.

Each insurance policy shall state that the insurance company(ies) shall agree to investigate and defend the insured against all claims for damages, even if groundless.

- (a) Insurance providing for a total limit of not less than Seven Hundred Fifty Thousand Dollars (\$750,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence and subject to that limit per accident, a total (or aggregate) limit of One Million Five Hundred Thousand Dollars (\$1,500,000) 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.

In conjunction with the above, the Licensee agrees to furnish to the State, only on the form or forms supplied by the State, a Certificate of Insurance (CON-32), fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

- (4) The burden of obtaining all permits and approvals which may be necessary or appropriate shall be upon the Licensee and shall be at the sole risk, cost and expense of the Licensee whose responsibility it shall be to comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the State, and the Licensee hereby agrees to indemnify, protect and save harmless the State.
- (5) The Licensee shall comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the State.
- (6) As part of the consideration of this Agreement, the Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against the State or its property by reason of the construction of said FACILITIES of the Licensee, and the Licensee further covenants and agrees to pay to the State promptly when billed therefor, the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against the State or its property by reason of the construction and maintenance of said FACILITIES of the Licensee.

- (7) The rights conferred hereby shall be the privilege of the Licensee only, and no assignment or transfer thereof shall be made, or other use be permitted than for the purpose stated herein without the prior consent and agreement in writing of the State.
- (8) The Licensee agrees to comply with and conform to all the laws of the State of Connecticut, and the ordinances and zoning regulations of the Town(s) in which the said FACILITIES is located, regarding health, nuisance, fire, highways, and sidewalks, so far as the said FACILITIES is or may be concerned.
- (9) It is further agreed that at the termination of this Agreement for any reason, improvements (including, but not limited to signs, lighting, fences, pier protection devices, paved areas or sidewalks) shall not be removed from the site and shall be the property of the State, or at the State's option, the Licensee shall restore the site to the same physical condition existing immediately before the execution of this Agreement, at no expense to the State. In the event the Licensee shall not fulfill this obligation within a reasonable time when requested by the State, the State shall, at its option, arrange to have the work done and shall bill the Licensee for all expenses incurred. The Licensee shall promptly pay when billed without recourse.
- (10) The Licensee shall record this Agreement, including any supplements hereto and all renewals thereof, if any, in the land records of the town(s) in which the said FACILITIES is located, at no expense to the State, and the recording shall be done immediately upon notification that the fully executed and approved Agreement is ready to be recorded. Failure of the Licensee to record the document(s) as specified herein, shall be sufficient grounds for the State to terminate this Agreement without notice.
- (11) The Secretary of the State of the State of Connecticut (including any successor thereto) is hereby appointed by the Licensee as its agent for service of process for any action arising out of or as a result of this Agreement, such appointment to be in effect throughout the life of this Agreement including any supplements hereto and all renewals thereof, if any, and six (6) years thereafter, except as otherwise provided by Statute.
- (12) The Licensee shall make all payments to the State by check, made payable to "Treasurer, State of Connecticut" and addressed to the "Accounts Receivable Unit, Connecticut Department of Transportation, P.O. Box 317546, Newington, Connecticut, 06131-7546".

(13) The Licensee, for itself, its representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the Land that: (1) no person, on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination in the use of said crossing; (2) in regard to any construction and/or improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) the Licensee shall use the land in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the Agreement and to re-enter and repossess said land and the facilities thereof, and hold the same as if said Agreement had never been made or issued.

(14) (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. §32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be 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.

For purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

(b) (1) The Licensee agrees and warrants that in the performance of the contract such Licensee 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, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Licensee 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. The Licensee further agrees to take affirmative action to insure 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, mental retardation, or physical disability, including, but not limited to blindness, unless it is shown by such Licensee that such disability prevents performance of the work involved; (2) the Licensee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Licensee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Licensee agrees to provide each labor union or representative of workers with which such Licensee has a collective bargaining agreement or other contract or understanding and each vendor with which such Licensee has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Licensee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Licensee agrees to comply with each provision of this section and Conn. Gen. Stat. §§46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§46a-56, 46a-68e and 46a-68f; 15) the Licensee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Licensee as relate to the provisions of this section and Section 46a-56. If the contract is a public works contract, the Licensee agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Licensee's good faith efforts shall include, but shall not be limited to, the following factors: The Licensee's employment and subcontracting policies, patterns and practices; 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) The Licensee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Licensee 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 such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Licensee 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 Conn. Gen. Stat. §46a-56; provided if such Licensee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Licensee 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) The Licensee 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.

- (15) (a) Pursuant to Section 4a-60a of the Connecticut General Statutes, (1) The Licensee agrees and warrants that in the performance of the contract such Licensee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Licensee agrees to provide each labor union or representative of workers with which such Licensee has a collective bargaining agreement or other contract or understanding and each vendor with which such Licensee has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the Licensee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Licensee agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes; (4) the Licensee agrees to provide the commission on human rights and

opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Licensee which relate to the provisions of this section and section 46a-56 of the general statutes.

(b) The Licensee shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Licensee 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 section 46a-56 of the general statutes; provided, if such Licensee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as result of a such direction by the commission, the Licensee 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.

(16) This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Agreement performance in regard to nondiscrimination, until the Agreement is completed or, terminated prior to completion. The Licensee, as part consideration hereof, agrees that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the Licensee will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. A copy of said Guidelines is attached and hereby made a part of this Agreement.

(17) This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement

may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut State Employment Service.

- (18) The Licensee hereby acknowledges and agrees to comply with the Connecticut Required Contract/Agreement Provisions entitled "Specific Equal Employment Opportunity Responsibilities," dated March 6, 1998, a copy of which is attached hereto and made a part of this Agreement.
- (19) The Licensee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Licensee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Licensee assures that it will require that its covered suborganizations provide assurance to the Licensee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- (20) The State, as the recipient, has agreed with the United States Department of Transportation to include in this Agreement the statements in paragraphs (a) (1) and (2) of Section 23.43 of Part 23 of Title 49, Code of Federal Regulations, which Part 23 is entitled "Participation by Disadvantaged Business Enterprise in Department of Transportation Programs" (which paragraphs (a) (1) and (2) are hereinafter recited verbatim).
- "(a) Each recipient shall agree to abide by the statements in paragraphs (a) (1) and (2) of this section. These statements shall be included in the recipient's DOT financial assistance agreement and in all subsequent agreements between the recipient and any subrecipient and in all subsequent DOT-assisted contracts between recipients or subrecipients and any contractor.

(1) "POLICY. It is the policy of the Department of Transportation that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

(2) DBE OBLIGATION. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, religion, national origin, or sex in the award and performance of DOT-assisted contracts".

- (21) The Licensee hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. ADMIN. -10 Subject: Code of Ethics Policy", August 23, 1994, a copy of which is attached hereto and made a part hereof.

The Licensee shall comply with the provisions contained in Section 1-86e of the Connecticut General Statutes, which provides as follows:

(a) No person hired by the State as a Licensee or independent contractor shall:

(1) Use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person, an employee of the person or a member of the immediate family of any such person or employee;

(2) Accept another State contract which would impair the independent judgment of the person in the performance of the existing contract;

(3) Accept anything of value based on an understanding that the actions of the person on behalf of the State would be influenced.

(b) No person shall give anything of value to a person hired by the State as a Licensee or independent contractor based on an understanding that the actions of the Licensee or independent contractor on behalf of the State would be influenced.

(22) It is mutually understood and agreed by the parties hereto that any official notice from one such party to the other such party, in order for such notice to be binding thereon, shall:

(a) be in writing addressed to:

(1) when the State is to receive such notice -

Commissioner of Transportation
Connecticut Department of Transportation
P. O. Box 317546
Newington, Connecticut 06131-7546;

(2) when the Second Party is to receive such notice -

the person(s) acting herein as signatory for the Licensee receiving such notice;

(b) be delivered in person or be mailed United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party to receive such notice; and

(c) contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

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 as well as any document(s) 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.

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; 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.

- (23) It is mutually understood and agreed by the parties hereto that any right of extension of the terms of this Agreement specifically granted herein by the State to the Licensee, if any, shall only be exercised by the Licensee by causing notice in the form and manner herein specified, to be received by the State not less than sixty (60) days nor more than one hundred fifty (150) days prior to the effective date of such extension.
- (24) Suspended or debarred second parties, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(1) The signature on the Agreement by the Licensee shall constitute certification that to the best of its knowledge and belief the Licensee or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or any position involving the administration of Federal or State funds:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Has not within a three-year period preceding this Agreement been convicted of or had a civil judgement rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Has not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the Licensee is unable to certify to any of the statements in this certification, such Licensee shall attach an explanation to this Agreement.

The Licensee agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any lower tier subcontracts and purchase orders:

(a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(25) The Licensee hereby acknowledges and agrees to comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The attached copy of the "Governmental Agency Exemption Certificate" is hereby made a part hereof.

(26) This clause applies to those Licensees who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Licensee represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Licensee to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Licensee. The Licensee warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Licensee to be in compliance with this Act, as the same applies to performance under this Agreement.

(27) "Environmental Laws" shall mean and include any federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601 et seq., the Federal Oil Pollution Act of 1990, 33 U.S.C. § 2701, et seq., the Federal Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq., the Federal Clean Air Act, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the River and Harbors Act of 1899, 33 U.S.C. § 401 et seq., and all rules and regulations of the United States Environmental Protection Agency, or any other state, local or federal agency or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.

"Hazardous Substances" shall mean any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.

The Licensee shall comply strictly and in all respects with the requirements of the Environmental Laws. Furthermore, the Licensee shall not store, generate or use any Hazardous Substances at, on, or under the FACILITIES.

(28) All the Licensee's obligations hereunder shall survive this Agreement or any other agreement or action, including, without limitation, any consent decree, or order, between the Licensee and the government of the United States or any department or agency thereof, the State and/or the Municipality.

(29) In addition to Item (2) of these Standard Specifications, the Licensee hereby agrees as follows:

The Licensee shall or if the Licensee is one of several licensees, the Licensees shall jointly and severally, protect, indemnify, defend, and hold harmless the State and any of its officers, employees and agents and their respective heirs, legal representatives, successors and assigns, from and against any and all loss, damage, cost, charge, lien, debt, fine, penalty, injunctive relief, claim, demand, expense, suit, order, judgment, adjudication, liability, or injury to person, property or natural resources, including attorneys' fees and consultants' fees (any of the foregoing being referred

to in this Agreement as a "Claim") arising out of, attributable to, which may accrue out of, or which may result from (i) any violation or alleged violation of the Environmental Laws by any person or entity or other source whether related or unrelated to the Licensee, or (ii) the disposal or alleged disposal of Hazardous Substances (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, whether related or unrelated to the Licensee.

- (30) The Agreement, when fully executed by both parties, and this "STANDARD RAILROAD LICENSE SPECIFICATIONS & COVENANTS FOR WIRE, PIPE AND/OR CABLE TRANSVERSE CROSSINGS AND/OR LONGITUDINAL OCCUPATIONS WITHIN THE RAILROAD RIGHT OF WAY", together constitute the entire agreement between the parties hereto and shall supersede all previous communications, representations, or Agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto; and nothing contained in the terms or provisions of this Agreement shall be construed as waiving any of the rights of the State under the laws of the State of Connecticut.

STATE OF CONNECTICUT
BY HIS EXCELLENCY
THOMAS J. MESKILL
GOVERNOR
EXECUTIVE ORDER NO. THREE

WHEREAS, sections 4-61d (b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services and

WHEREAS, section 4-61e (c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.

II

Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

III

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex, or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

IV

The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase order from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

V

Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

VI

The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.

VII

The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.

The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51 (d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing or supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements or state or federal law.

IX

The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

X

(a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may

- (1) Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.
- (2) Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly or seek to prevent directly or indirectly compliance with the provisions of this Order.
- (3) Recommend that criminal proceedings be brought under chapter 939 of the general statutes.
- (4) Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
- (5) Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.

- (6) Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts within a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

XI

If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

XII

Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.

XIII

The labor commissioner may delegate to any officer, agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

XIV

This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superseded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16th day of June, 1971.


GOVERNOR

GUIDELINES AND RULES
OF STATE LABOR COMMISSIONER
IMPLEMENTING GOVERNOR'S EXECUTIVE
ORDER NO. THREE

SEC. 1. PERSONS AND FIRMS SUBJECT TO EXECUTIVE ORDER NO. THREE AND GUIDELINES AND RULES.

a. Every contractor, or subcontractor as defined in Sec. 2 hereof, supplier of goods or services, vendor, bidder and prospective contractor or subcontractor, having ten or more employees as defined in Sec. 3 of these Guidelines, having or entering into or bidding to enter into any type of contractual relationship with the State of Connecticut or any of its agencies, boards, commissions, departments or officers, and if the consideration, cost, subject matter or value of the goods or services exceeds \$5,000.00, shall be subject to the Governor's Executive Order No. Three and these Guidelines and Rules:

b. A copy of the Governor's Executive Order No. Three and of these Guidelines and Rules shall be available to each said contractor, subcontractor, supplier, vendor, bidder and prospective contractor and subcontractor, and the said Executive Order No. Three and these Guidelines and Rules shall be incorporated by reference and made a part of the contract, purchase order, agreement or document concerned. A copy of the Executive Order and of these Guidelines and Rules shall be furnished to a contracting party or bidder on request.

c. All persons, partnerships, associations, firms, corporations and other entities having less than ten employees as defined in Sec. 3 at the time of the bid and execution of the contract and continuing through the performance of the contract are exempt from the provisions of the said Executive Order and these Guidelines and Rules. All contracts, subcontracts, purchase orders and agreements wherein the consideration is \$5,000.00 or less shall be exempt from Executive Order No. Three and from these Guidelines and Rules.

SEC. 2. SUBCONTRACTORS.

As used herein, subcontractors are persons, partnerships, associations, firms or corporations or other entities having contractual relationship with a contractor who in turn has a contract with the State of Connecticut or any of its agencies, boards, commissions or departments. Subcontractors below this tier are exempt from the Executive Order and from these Guidelines and Rules.

SEC. 3. EMPLOYEES.

As used herein, employees are persons working full or part-time irrespective of personnel classification whose wages, salaries, or earnings are subject to the Federal Insurance Contribution Act and/or to Federal Withholding Tax as a matter of law (whether in fact or not any actual withholding occurs in a given case), in an employee-employer relationship at the time of bid, contract execution, or offer or acceptance, and/or during any time thereafter during the existence of the performance period of the contract to the conclusion thereof.

SEC. 4. REPORTS.

a. Prior to the execution of the contract or prior to acceptance of a bid, as the case may be, the contractor, subcontractor, bidder or vendor shall file a report with the State Labor Commissioner, which report shall be complete and contain all of the information therein prescribed. The report shall be on Form E.O. 3-1, a facsimile of which is attached hereto and made a part hereof, or in lieu thereof the contractor, subcontractor, bidder or vendor shall submit a detailed report containing all of the information required in Form E.O. 3-1.

b. The Labor Commissioner may require the filing of additional reports prior to final payment or prior to any renewal or extension of the contract and during the duration of the contract at such times as the Commissioner may, in his discretion, from time to time deem necessary. The Labor Commissioner may require the filing of additional information or reports, and the contractor, subcontractor, bidder or vendor shall furnish said information or reports within the times prescribed by the Labor Commissioner.

c. The Labor Commissioner may, at his discretion, also require timely statistical reports on the number of minority employees employed or to be employed in the performance of the contract, and the Labor Commissioner may define such minority groups or persons.

d. Reports filed pursuant to these Guidelines and Rules in implementation of Executive Order No. Three are not public records subject to public inspection, but may be inspected only by federal and state officials having jurisdiction and authority to investigate matters of this type. All federal and state agencies empowered by law to investigate matters relating to Executive Order No. Three shall have access to these reports for inspection or copying during regular business hours.

e. Any person who wilfully, wantonly or through negligence destroys or permits to be destroyed, alters or allows to be altered after filing, any reports submitted in compliance herewith shall be subject to penalties as prescribed by law.

SEC. 5. MANDATORY CLAUSES IN DOCUMENTS.

a. All contracts shall contain the following provisions verbatim:

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The (contractor), (subcontractor), (bidder), (vendor) agrees, as part consideration hereof, that this (order) (contract) is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

These provisions are in addition to and not in lieu of other clauses required by law.*

* N.B. The above paragraphs contain requirements additional to those set forth in July 16, 1971 directive to state agencies.

b. Every purchase order or like form submitted by a vendor or bidder, as applicable, shall contain the following clause verbatim:

Vendor agrees, as part of the consideration hereof, that this order is subject to the provisions of Executive Order No. Three and the Guidelines and Rules issued by the Labor Commissioner implementing said Order as to nondiscrimination, and vendor agrees to comply therewith.

c. Where preprinted contract forms have been prescribed by federal authority and the rules of the federal agency prohibit the alteration thereof, the compliance officer of the State agency concerned shall submit to the Labor Commissioner a suggested short form or addendum acceptable to the federal agency, and in such cases, after approval by the Labor Commissioner, said clause may be substituted.

SEC. 6. COOPERATION OF STATE AGENCIES, BOARDS AND COMMISSIONS.

Every agency, board, commission and department of the State of Connecticut shall cooperate with the Labor Commissioner in the implementation of Executive Order No. Three and shall furnish such information and assistance as the Labor Commissioner may from time to time request.

SEC. 7. INVESTIGATIONS, COMPLAINTS.

The Labor Commissioner may initiate an investigation upon receipt of a complaint alleging discrimination. The Labor Commissioner may request that an investigation be conducted by the State agency which is the party to the contract in question. Investigations shall be conducted in accordance with acceptable legal standards, safeguarding the rights of all parties involved, and obtaining all of the relevant facts necessary for a complete determination of the issues. If the Labor Commissioner is not satisfied with the investigation or any part thereof he may order it to continue or to proceed further.

SEC. 8. HEARINGS.

The Labor Commissioner or officers designated by the heads of the State agencies, boards and commissions may conduct hearings on complaints filed. Hearings shall be held only after a report of the complaint has been filed with the Labor Commissioner and after a hearing on the complaint has been authorized or directed by the Labor Commissioner. Hearings shall be conducted in accordance with the accepted principles of administrative law. All parties shall be afforded the opportunity to a full, fair, impartial and complete hearing, the opportunity to examine and cross examine witnesses and to be present at all sessions of the hearing. If any party is vulnerable to a charge of a violation of the law, he shall be afforded the opportunity to procure counsel who may be present at the hearing.

SEC. 9. EQUAL EMPLOYMENT OPPORTUNITIES.

All State contracting agencies, employers, and labor unions shall use their best efforts to provide equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers in accordance with section 31-51(d) of the General Statutes

SEC. 10. DUTIES OF CONTRACTING AGENCIES.

All State contracting agencies shall be responsible for compliance with said Executive Order and with all state and federal laws relating to equal employment opportunities. All contracting agencies conducting investigations for the Labor Commissioner pursuant to Executive Order No. Three and these Guidelines and Rules shall report to the Labor Commissioner the action taken or recommended with regard to each complaint filed. Each officer of the executive department, every commissioner, and each executive head of each State agency, board and commission in the executive branch of the State government is expected to assume the responsibility of seeing to complete compliance with the Governor's Executive Order No. Three and shall forthwith take steps to assure and guarantee that there shall be no discrimination within their departments, agencies, boards or commissions in the performance of any state contract or subcontract on the basis of race, creed, color, sex, age, national origin or national ancestry, or in any way in violation of any state or federal law relating thereto.

BY VIRTUE OF THE AUTHORITY VESTED IN ME PURSUANT TO EXECUTIVE ORDER NO. THREE EFFECTIVE JULY 16, 1971, AND THE GENERAL STATUTES OF CONNECTICUT.

Dated at Wethersfield, Connecticut this 19th day of Nov., 1971.

JACK A. FUSARI
LABOR COMMISSIONER

STATE OF CONNECTICUT

BY HIS EXCELLENCY

THOMAS J. MESKILL

GOVERNOR

EXECUTIVE ORDER NO. SEVENTEEN

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all of the services offered.

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.

II

Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

III

All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.

IV

Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.

V

The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.

VI

The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

VII

(a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

VIII

If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

Dated at Hartford, Connecticut, this 15th day of February, 1973.


GOVERNOR

March 6, 1998

Specific Equal Employment Opportunity Responsibilities

1. General

- A. Equal Employment Opportunity Requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375, the Railroad Revitalization and Regulatory Reform Act of 1976 and other U.S. Department of Transportation nondiscrimination legislation are set forth in this Required Contract/Agreement Provision. The requirements set forth in these special provisions shall constitute the specific affirmative action requirements for project activities under this contract (or agreement) and supplement the equal employment opportunity requirements set forth in other related contract provisions.
- B. "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:
- | | |
|----------------|---|
| Contractors | Vendors (where applicable) |
| Subcontractors | Suppliers of Materials (where applicable) |
| Consultants | Municipalities (where applicable) |
| Subconsultants | Utilities (where applicable) |
- C. The Company will work with the Connecticut Department of Transportation and the federal government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract or agreement.
- D. The Company and all their subcontractors or subconsultants holding subcontracts or subagreements of \$10,000 or more on federally-assisted projects and \$5,000 or more on state funded projects, will comply with the following minimum specific requirement activities of equal employment opportunity. The Company will physically include these requirements in every subcontract or subagreement meeting the monetary criteria above with such modification of language as is necessary to make them binding on the subcontractor or subconsultant.
- E. These Required Contract Provisions apply to all state funded and/or federally-assisted projects, activities and programs in all facets of the Connecticut Department of Transportation operations resulting in contracts or agreements.

2. Equal Employment Opportunity Policy

The Company will develop, accept and adopt as its operating policy an Affirmative Action Plan utilizing as a guide the Connecticut Department of Transportation Affirmative Action Plan Guideline.

3. Equal Employment Opportunity Officer

The Company will designate and make known to the State Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

- A. All members of the Company's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less than once every six (6) months thereafter, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable Company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable Company

official covering all major aspects of the Company's equal employment opportunity obligations within thirty (30) days following their reporting for duty with the Company.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate Company official in the Company's procedures for locating and hiring protected class group employee.

B. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will take the following actions:

(1) Notices and posters setting forth the Company's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The Company's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

A. When advertising for employees, the Company will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

B. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through its EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Company for employment consideration.

In the event the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, the Company is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

C. The Company will encourage its present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in the areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The following procedures shall be followed:

A. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

B. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

- C. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- D. The Company will promptly investigate all complaints of alleged discrimination made to the Company in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Company will inform every complainant of all of his avenues of appeal.
- E. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference. In conjunction with this contract provision, only the job categories will change in order to be comparable with the job categories utilized by the Company proposing to do business with the Connecticut Department of Transportation. The goals and time tables will remain the same throughout the contract provision.

7. Training and Promotion

- A. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- B. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.
- C. The Company will advise employees and applicants for employment of available training programs and entrance requirements for each.
- D. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Company relies in whole or in part upon unions as a source of employees, it will use its best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Company either directly or through an association acting as agent will include the procedures set forth below:

- A. The Company will use its best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- B. The Company will use its best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin, etc.
- C. The Company is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation and shall set forth what efforts have been made to obtain such information.
- D. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race,

color, religion, sex or national origin, etc. making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Company has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the Company from meeting the obligations pursuant to Executive Order 11246, as amended, and these provisions, such Company shall immediately notify the Connecticut Department of Transportation.

9. Subcontracting

- A. The Company will use its best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain a list of applicable Disadvantaged Business Enterprises firms from the Division of Contract Compliance.
- B. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.
- C. The General Contract Provisions entitled "Minority Business Enterprises as Subcontractors" is made part of this document by reference and its requirements are applicable to all entities proposing to do business with the Connecticut Department of Transportation.

10. Records and Reports

For the duration of the project, the company will maintain records as are necessary to determine compliance with the Company's equal employment opportunity obligations and Affirmative Action requirements. Additionally, the company will submit all requested reports in the manner required by the contracting agency.

- A. The number of minority and nonminority group members and women employed in each work classification on the project.
- B. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Companies which rely on whole or in part on unions as a source of their work force).
- C. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
- D. The progress and efforts being made in securing the services of minority and female owned businesses.
 - (1) All such records must be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the U.S. Department of Transportation including consultant firms.
 - (2) If on-the-job training is being required by the "Training Special Provision", the Company will be required to furnish a Monthly Training Report and Supplement Report (1409) for each trainee.

11. Affirmative Action Plan

- A. Contractors, subcontractors, vendors, suppliers, and all other Companies with contracts, agreements or purchase orders completely state funded will submit an Affirmative Action Plan if the contract value is \$5,000 or over.
- B. Contractors, subcontractors, vendors, suppliers, and all other Companies with federally-assisted contracts, agreements, or purchase orders valued at \$10,000 or more will submit an Affirmative Action Plan.
- C. Companies with contracts, agreements, or purchase orders with total dollar value under that which is stipulated in A and B above shall be exempt from the required submission of an Affirmative Action Plan unless otherwise directed by the Division of Contract Compliance.



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. ADMIN.-10

November 28, 1994

SUBJECT: Code of Ethics Policy

No employee of the Connecticut Department of Transportation shall, either individually (or as a member of a group), directly or indirectly, solicit or accept any gift or gratuity from any person or organization with whom the Department has, has had, or may expect to have, a business relationship which could cause, or create the appearance of, a conflict with or influence the performance of the employee's duties with the Department.

Any gift or gratuity must be refused or returned with a copy of the letter concerning our Code of Ethics Policy which has been sent to the concerns doing business with the Department of Transportation. The only exception recognized is for advertising matter which has negligible monetary value and which is widely distributed or generally available without charge.

No employee of the Connecticut Department of Transportation shall, either individually (or as a member of a group), directly or indirectly, solicit the sale of tickets for a charitable event or accept any gift for the benefit of a charitable organization from any person or organization with whom the Department has, has had, or may expect to have, a business relationship which would cause, or create the appearance of, a conflict with or influence the performance of the Department.

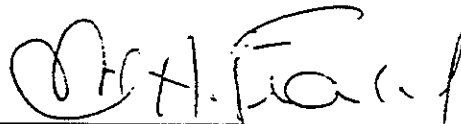
No employee of the Connecticut Department of Transportation shall use or distribute State information or use State equipment or materials for other than State business purposes.

No employee of the Connecticut Department of Transportation shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

No employee of the Connecticut Department of Transportation shall accept employment with any consultant, contractor, appraiser or any other organization or individual which is under contract or agreement with the State of Connecticut; nor shall any employee of the Connecticut Department of Transportation have, directly or indirectly, a financial interest in any business, firm or enterprise doing business with the State of Connecticut, which could cause, or create the appearance of, a conflict with or influence the performance of the employee's duties with the Department.

In addition to the above, all employees of the Department of Transportation are to comply with Sections 1-79 through 1-89 of the Connecticut General Statutes, as amended, entitled Code of Ethics for Public Officials.

(This statement supersedes the Commissioner's Policy Statement No. ADMIN.-10, dated August 23, 1994.)

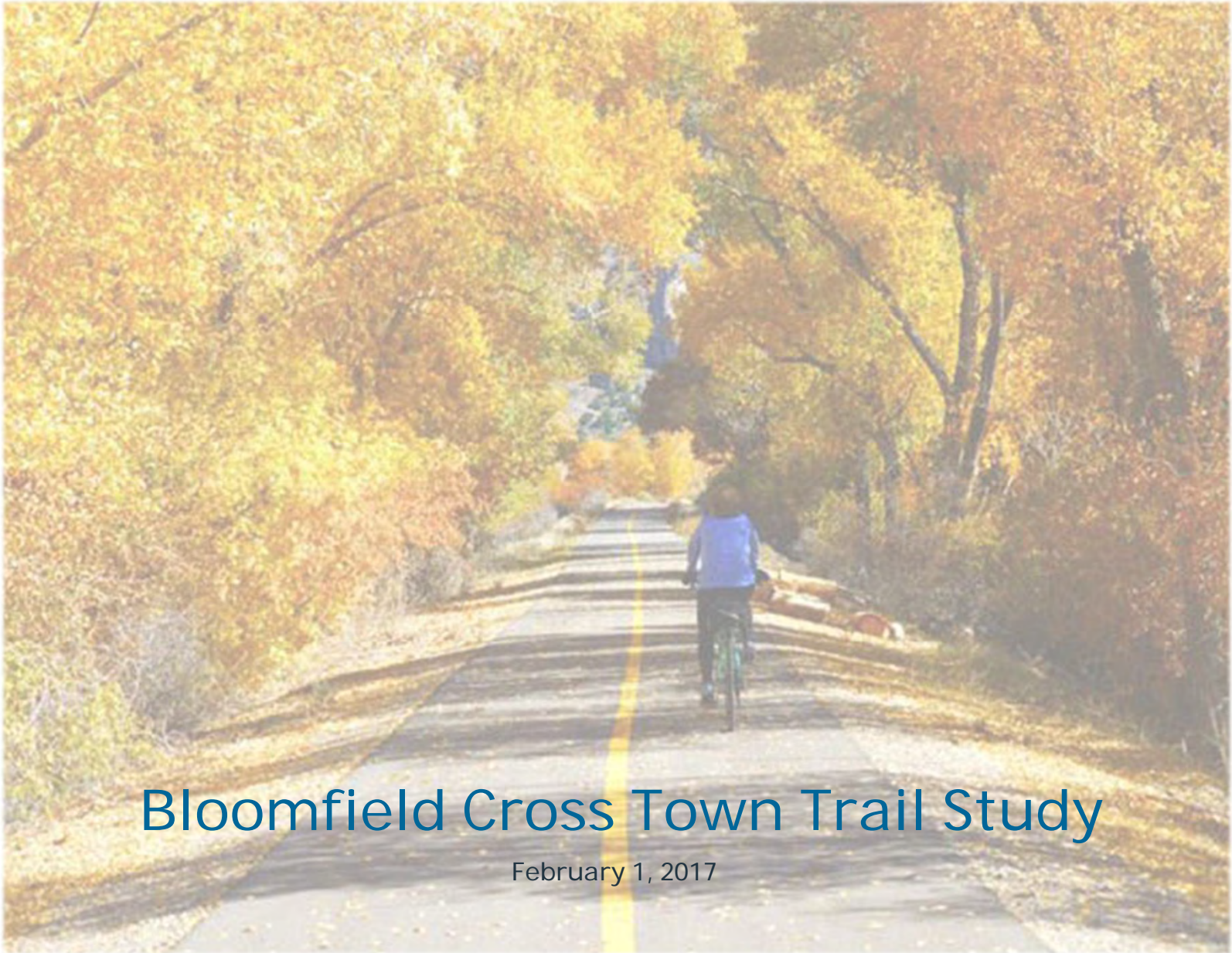


Emil H. Frankel
Commissioner

All Employees



APPENDIX L: 2017 BLOOMFIELD CROSS TOWN TRAIL STUDY



Bloomfield Cross Town Trail Study

February 1, 2017

Table of Contents

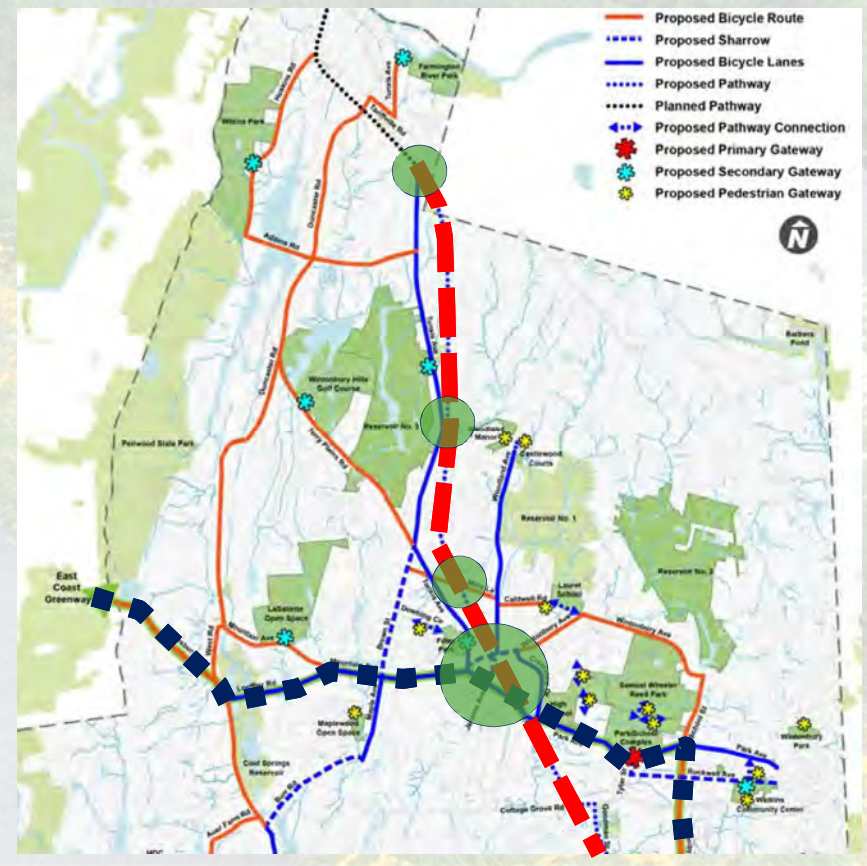
1. Executive Summary
2. Trail Typologies
3. Section Studies 1-5
4. Enlargements / Optional Alignments
5. Order of Magnitude Costs

Executive Summary

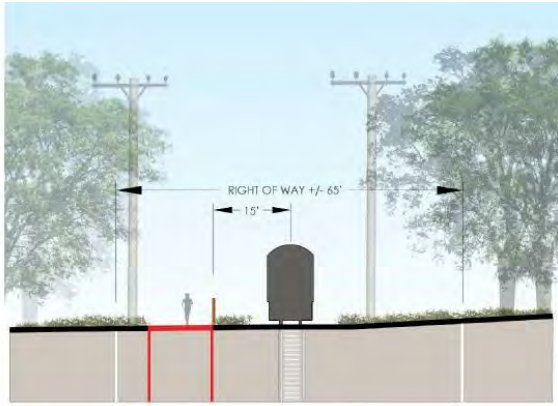
The Griffin Line is a single tracked existing freight rail system with a right of way that extends in a north south direction from the Windsor town line, through the town of Bloomfield approximately 4.5 miles and continues southerly into the City of Hartford. The purpose of this study is to determine the initial feasibility of developing a paved multi purpose trail generally within this right of way as part of the greater East Coast Greenway trail initiative. The planned Hartford extension of the East Coast Greenway is currently in various stages of design and construction. The trail will extend from the village of Tariffville in Simsbury through the town of Bloomfield and beyond to Hartford. Sections in Simsbury are in the design phases while the connecting section from Tariffville to Tunxis Road in Bloomfield is currently under construction. Portions of the trail from the Bloomfield Hartford corporate limits south have yet to be engineered.

The associated Griffin Line right of way varies in width from approximately 65' to 100' and contains a number of environmental, topographic and utility line challenges throughout it's length. This study utilized the town's extensive GIS based mapping systems to determine various impacts associated with a new trail alignment generally within the existing rights of way. As a result of this analysis a number of alternative alignments were discussed along particularly difficult trail sections.

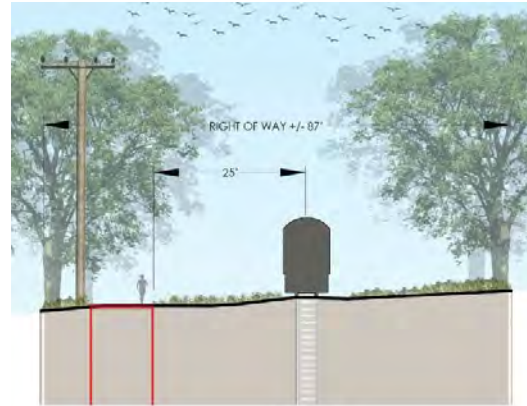
Many were discounted as they contained significant "on road" sections and some were eliminated due to property ownership issues or additional environmental impacts. The two primary alternative routes are illustrated herein and are located in the downtown area as well as the very busy Cottage Grove Road crossing areas.



Trail Typologies



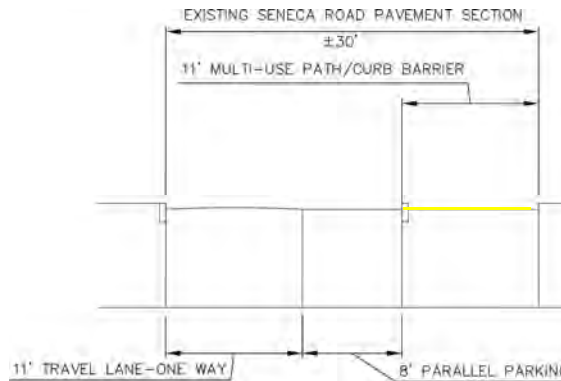
Preferred Route:
Railroad Right of Way
(15' from tracks)- *Fence Required*



Preferred Route: Railroad Right of Way
(25' from tracks)- *No Fence Required*



Trail B : Off Road
Trail



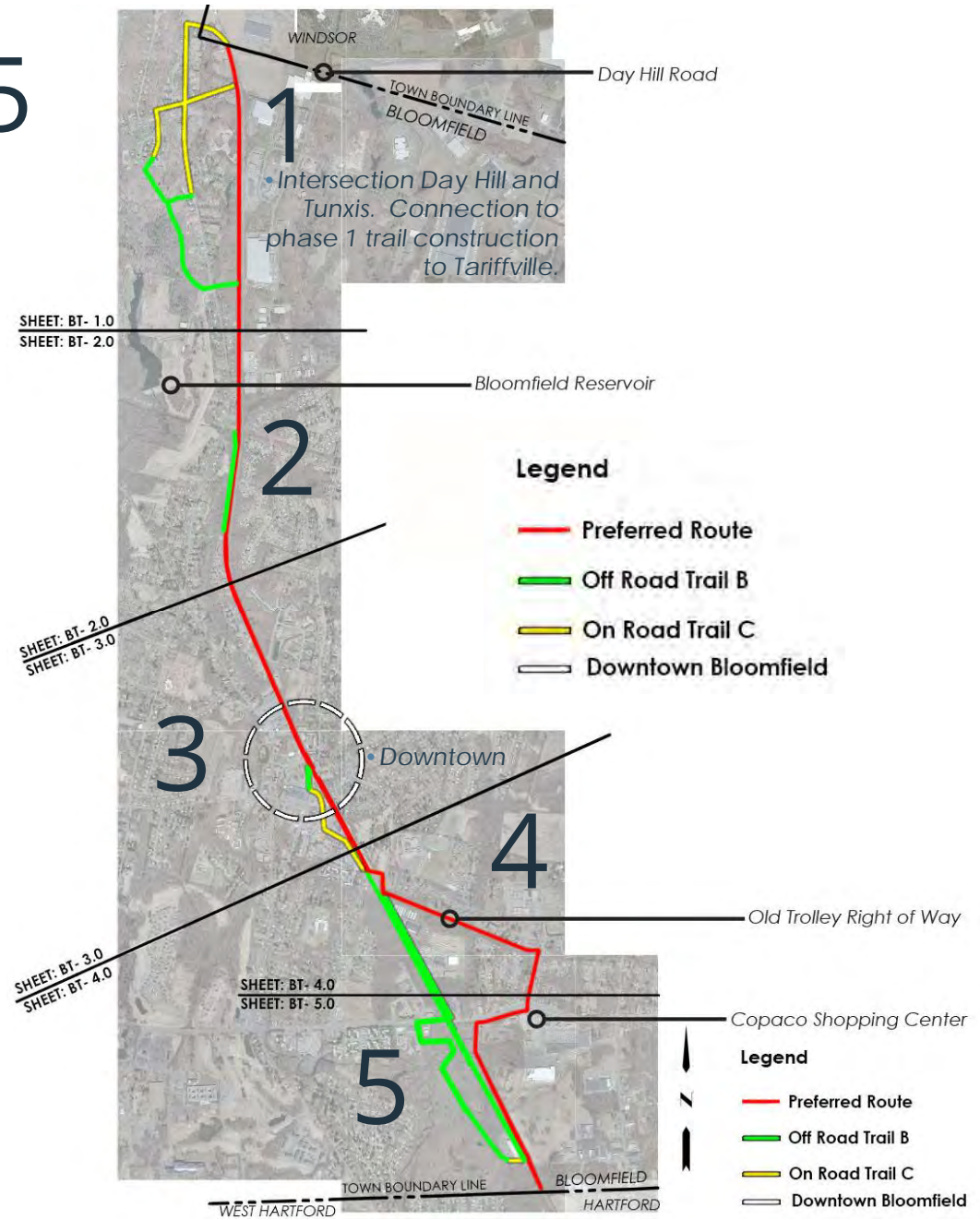
Trail C : Multi Use Path

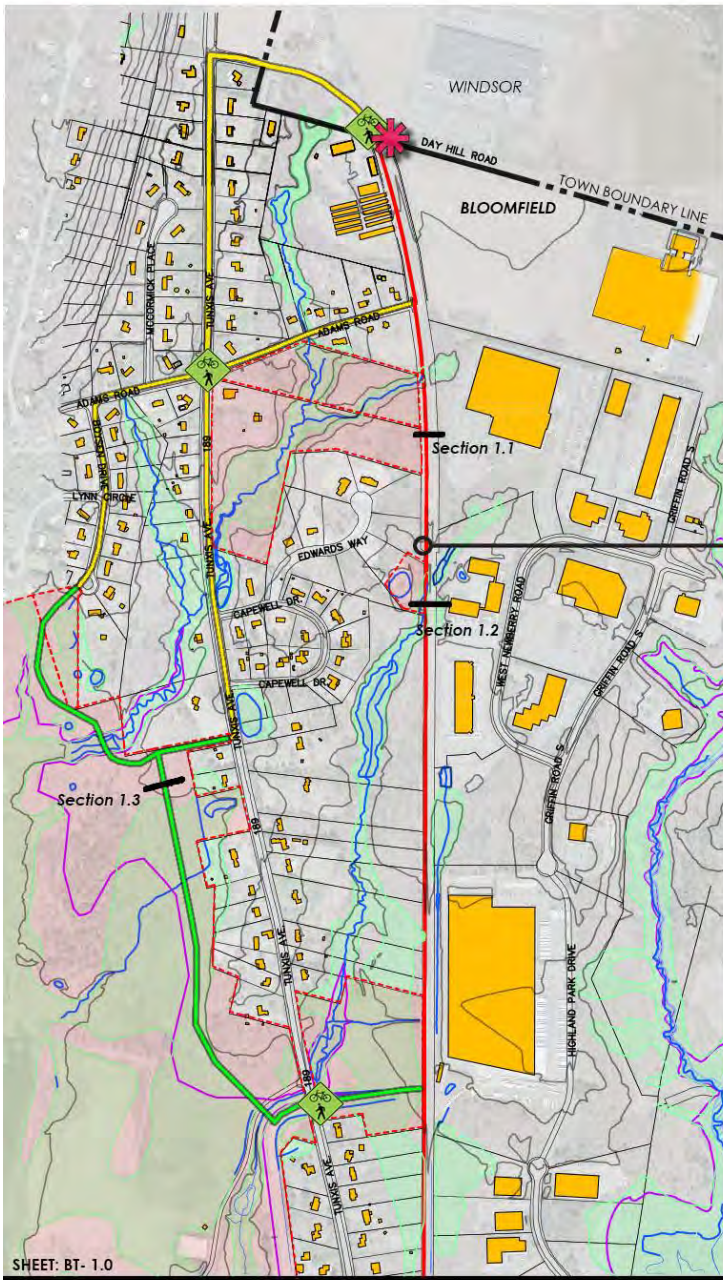
Trail typologies were developed to evaluate corridor feasibility. In general the proposed trails will consist of a 10'-12' wide bituminous surface on appropriate base material. Due mainly to existing utility pole locations and right of way width the proposed alignment will be approximately 15' from the center line of the existing tracks necessitating a fence or protective railing system. Current regulations preclude any path system closer than 15' to the centerline of the tracks. Alignment locations greater than 25' from the track centerlines will not require fencing. One of the two alignment options presented later in this report consists of some on road sections however the multi use path will be separated from adjacent travel ways while being contained within the established road right of way.

Section Studies 1-5

For the purposes of analysis, the proposed cross town system is divided into five distinct sections from north to south. In each section the preferred route is illustrated (in red) as well as alternatives or potential spurs illustrated in green (off road) and yellow (on road). With the exception of trail section four and five, the Griffin Line right of way is generally the preferred route. The proposed system begins at the intersection of Day Hill Road and Tunxis Avenue connecting directly to the currently under construction section from Tunxis to Tariffville / Simsbury.

The following pages illustrate existing and proposed conditions in each of the five sections. Representative cross sections in key areas have been developed to illustrate locational opportunities or constraints. Road crossings, potential trail head locations and other amenities are identified. For each of the sections a preliminary “impact assessment” has been prepared, identifying likely environmental impacts associated with the trail location within the RR right of way. This analysis is particularly germane to order of magnitude cost estimating contained later in this report.





Impact Assessment

Preferred Route

Wetlands: +/- 800 linear ft.
 Floodplain: +/- 0 linear ft.
 Floodway: +/- 0 linear ft.
 Surface Water: +/- 2 points of impact

Proposed Off Road Trail B

Wetlands: +/- 2,400 linear ft.
 Floodplain: +/- 310 linear ft.
 Floodway: +/- 0 linear ft.
 Surface Water: +/- 5 points of impact

Proposed On Road Trail C

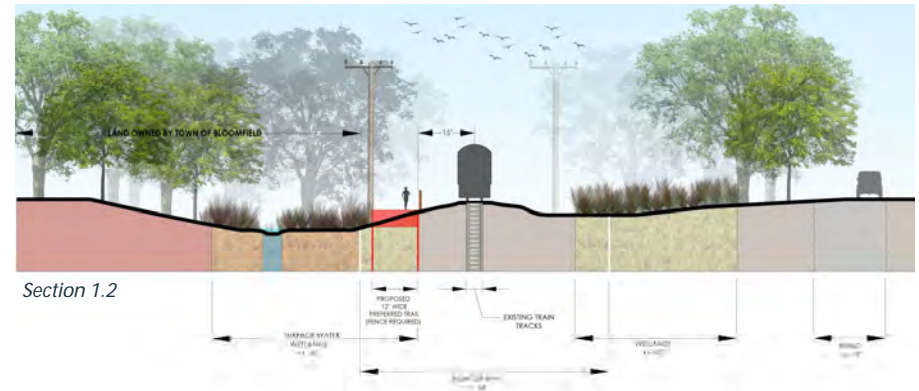
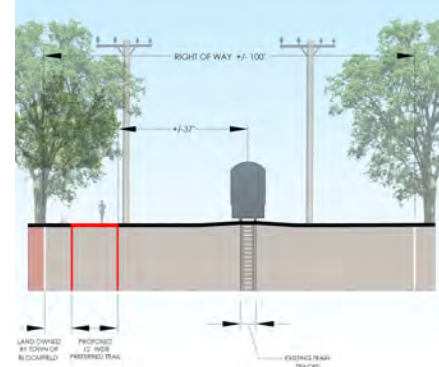
Wetlands: +/- 0 linear ft.
 Floodplain: +/- 0 linear ft.
 Floodway: +/- 0 linear ft.
 Surface Water: +/- 0 points of impact

Transition to narrow right of way

Legend

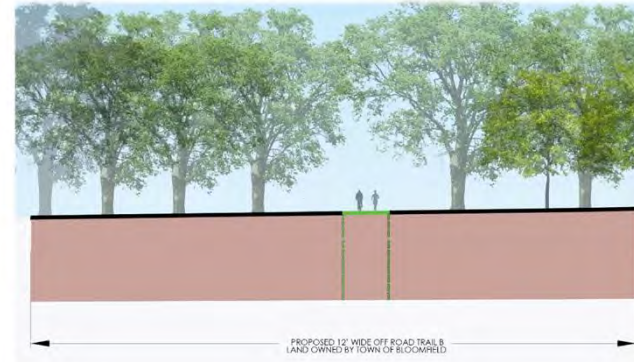
- Buildings
- Preferred Route
- Off Road Trail B
- On Road Trail C
- Floodplain
- Floodway
- Surface Water
- Topography
- Wetlands
- Publicly Owned Property
- Proposed Trail Head
- Road Crossing

Section 1.1



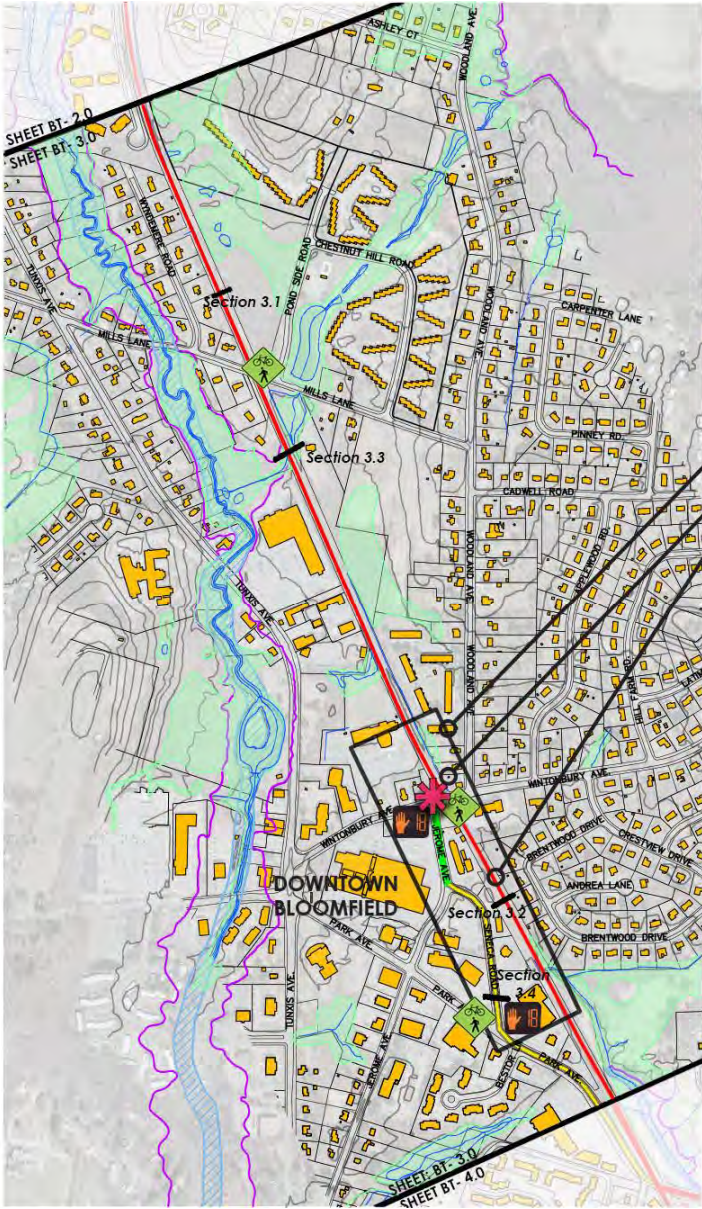
Section 1.2

Section 1.3



SHEET: BT- 1.0

SHEET: BT- 2.0



Impact Assessment

Preferred Route

Wetlands: +/- 300 linear ft.
 Floodplain: +/- 85 linear ft.
 Floodway: +/- 0 linear ft.
 Surface Water: +/- 6 points of impact

Proposed Off Road Trail B

Wetlands: +/- 0 linear ft.
 Floodplain: +/- 0 linear ft.
 Floodway: +/- 0 linear ft.
 Surface Water: +/- 0 points of impact

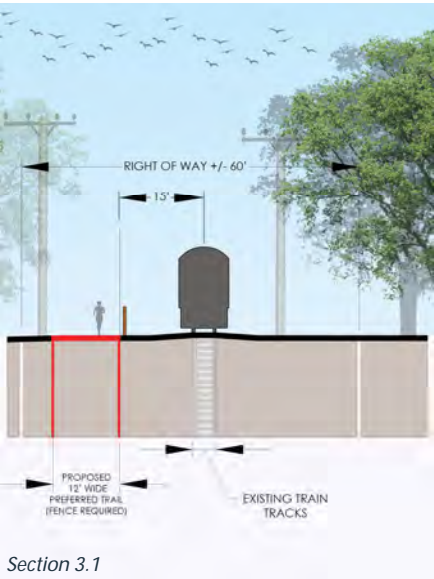
Proposed On Road Trail C

Wetlands: +/- 0 linear ft.
 Floodplain: +/- 0 linear ft.
 Floodway: +/- 0 linear ft.
 Surface Water: +/- 0 points of impact

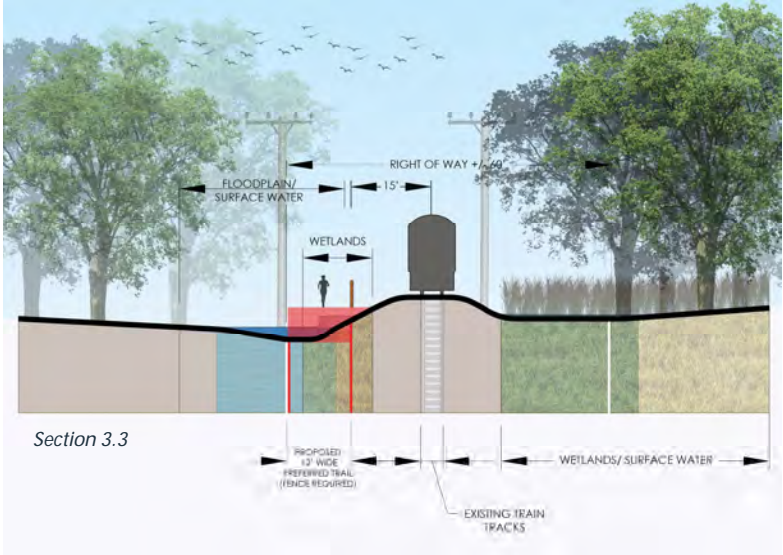
See enlargement options
 Existing rail siding 240'
 north of Wintonbury Ave.
 Transition to wider right
 of way. Trail switches
 within ROW east of tracks
 at Wintonbury Road
 crossing

Legend

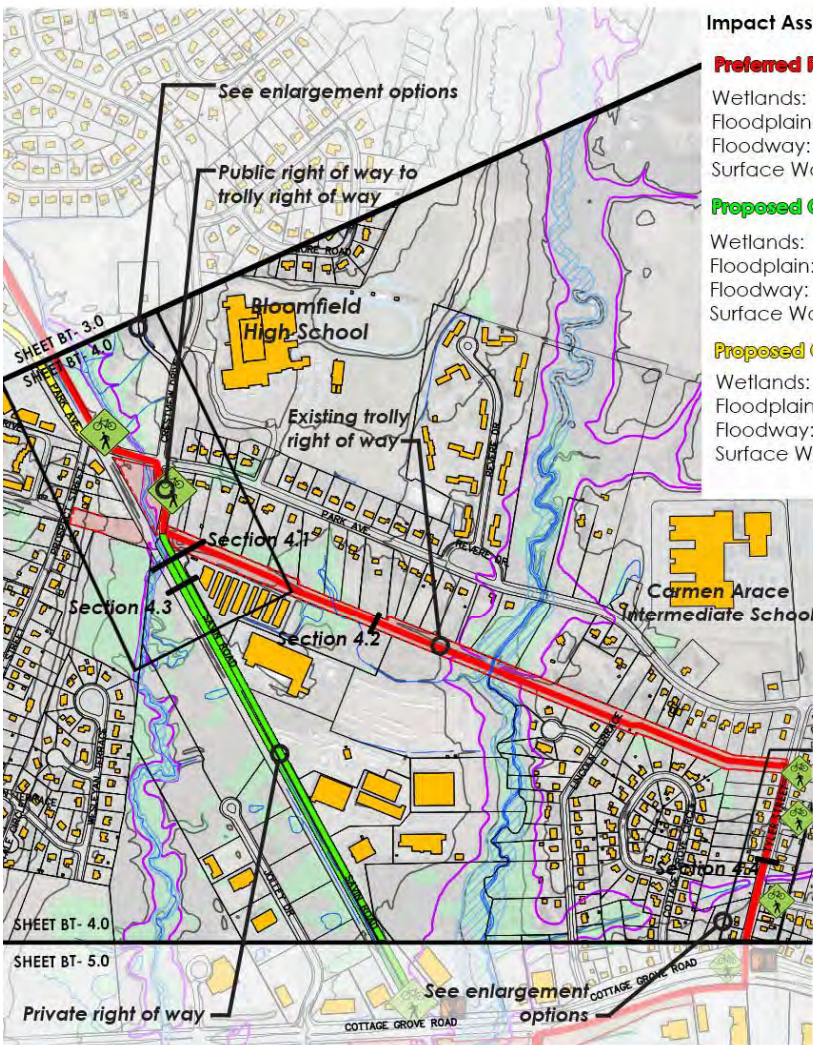
- Buildings
- Preferred Route
- Off Road Trail B
- On Road Trail C
- Floodplain
- Floodway
- Surface Water
- Topography
- Wetlands
- Proposed Trail Head
- Road Crossing
- Pedestrian Head



Section 3.1



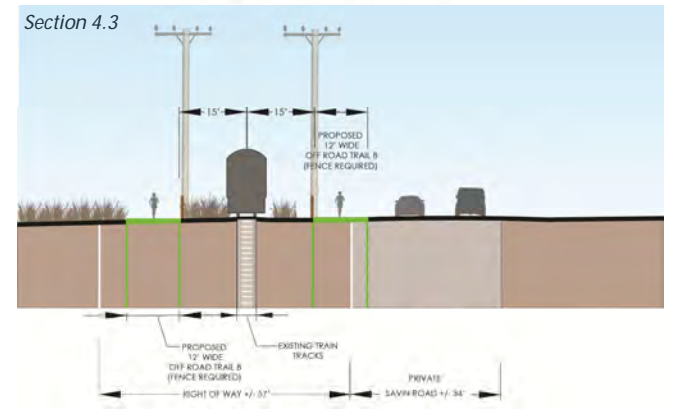
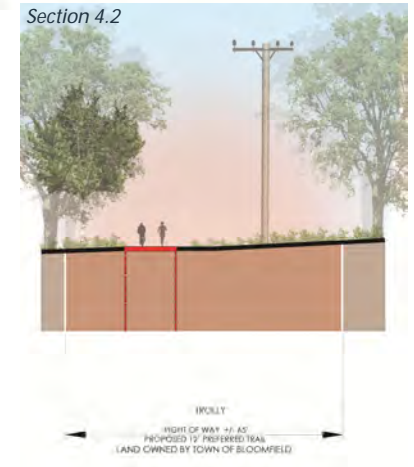
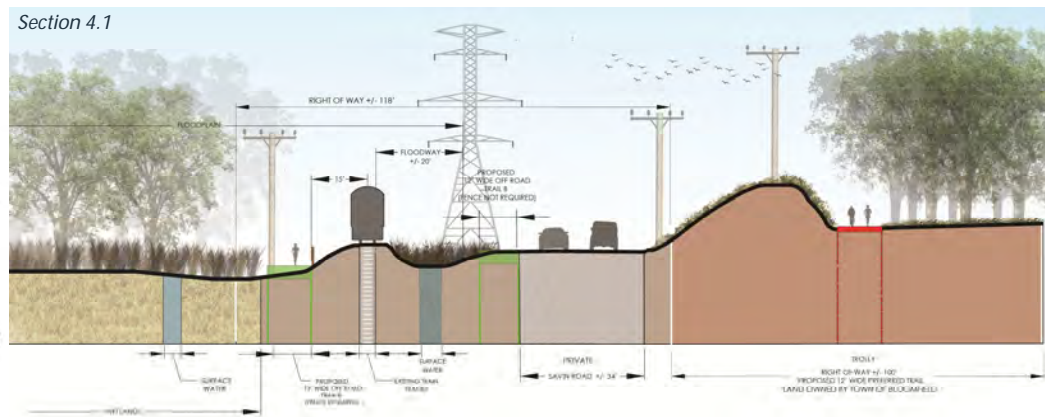
Section 3.3

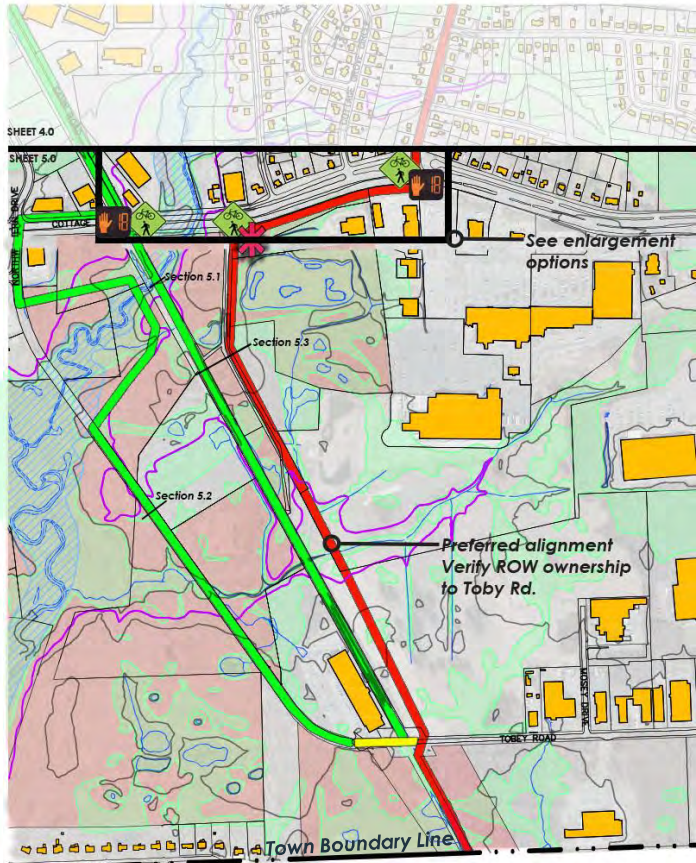


Impact Assessment

- Preferred Route**
 Wetlands: +/- 1,570 linear ft.
 Floodplain: +/- 76 linear ft.
 Floodway: +/- 58 linear ft.
 Surface Water: +/- 3 points of impact
- Proposed Off Road Trail B**
 Wetlands: +/- 1,060 linear ft.
 Floodplain: +/- 120 linear ft.
 Floodway: +/- 125 linear ft.
 Surface Water: +/- 4 points of impact
- Proposed On Road Trail C**
 Wetlands: +/- 0 linear ft.
 Floodplain: +/- 0 linear ft.
 Floodway: +/- 0 linear ft.
 Surface Water: +/- 0 points of impact

- Legend**
- Buildings
 - Preferred Route
 - Off Road Trail B
 - On Road Trail C
 - Floodplain
 - Floodway
 - Surface Water
 - Topography
 - Wetlands
 - Publicly Owned Property
 - Road Crossing





West Hartford

Hartford

Impact Assessment

Preferred Route

Wetlands: +/- 1,640 linear ft.
 Floodplain: +/- 300 linear ft.
 Floodway: +/- 0 linear ft.
 Surface Water: +/- 3 points of impact

Proposed Off Road Trail B

Wetlands: +/- 1,780 linear ft.
 Floodplain: +/- 2,000 linear ft.
 Floodway: +/- 250 linear ft.
 Surface Water: +/- 7 points of impact

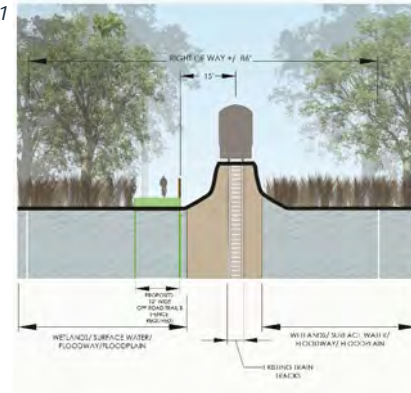
Proposed On Road Trail C

Wetlands: +/- 0 linear ft.
 Floodplain: +/- 0 linear ft.
 Floodway: +/- 0 linear ft.
 Surface Water: +/- 0 points of impact

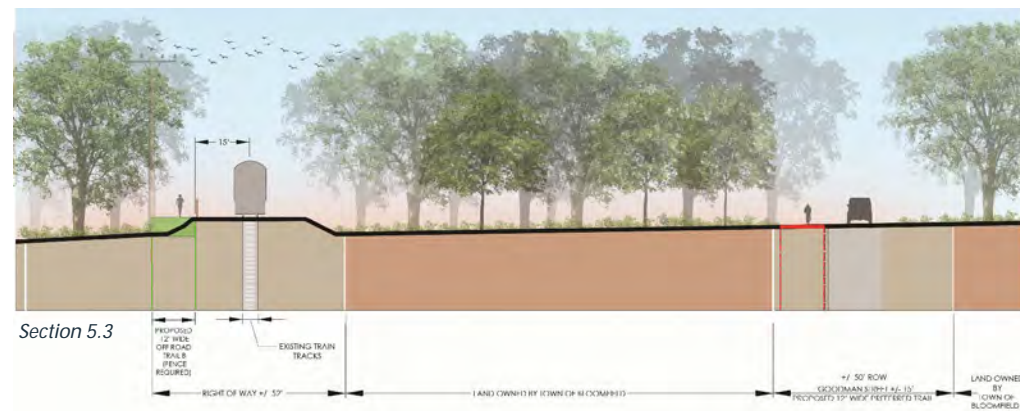
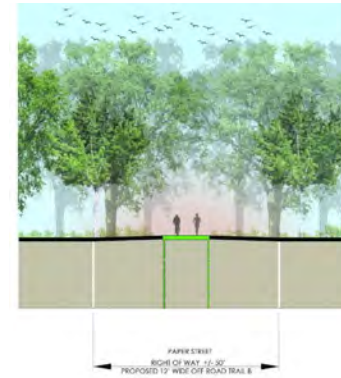
Legend

- Buildings
- Preferred Route
- Off Road Trail B
- On Road Trail C
- Floodplain
- Floodway
- Surface Water
- Topography
- Wetlands
- Publicly Owned Property
- Proposed Trail Head
- Road Crossing
- Pedestrian Heads

Section 5.1



Section 5.2

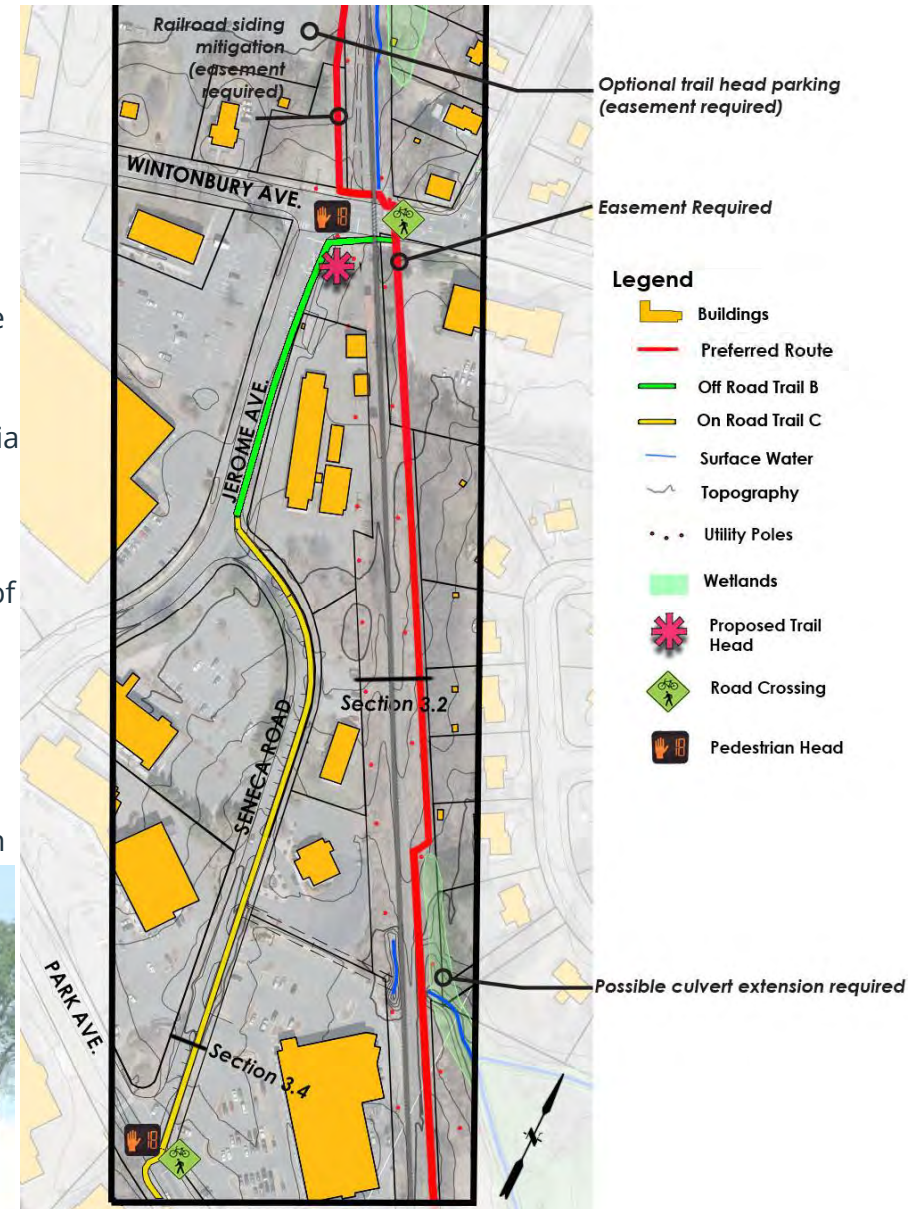
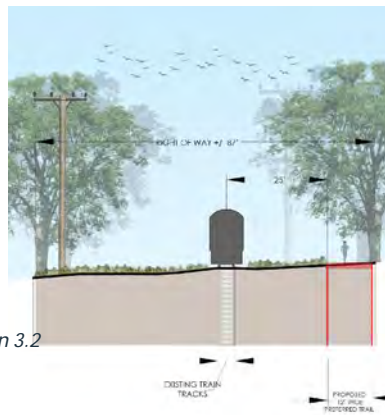


Enlargements / Optional Alignments

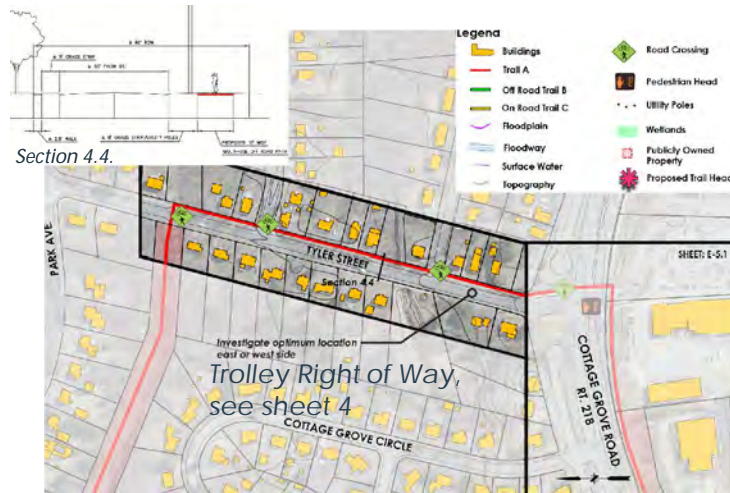
A number of alternative alignments were considered and prioritized.

Downtown: As the Griffin Line right of way accesses the downtown area from the north a number of challenges have been identified.

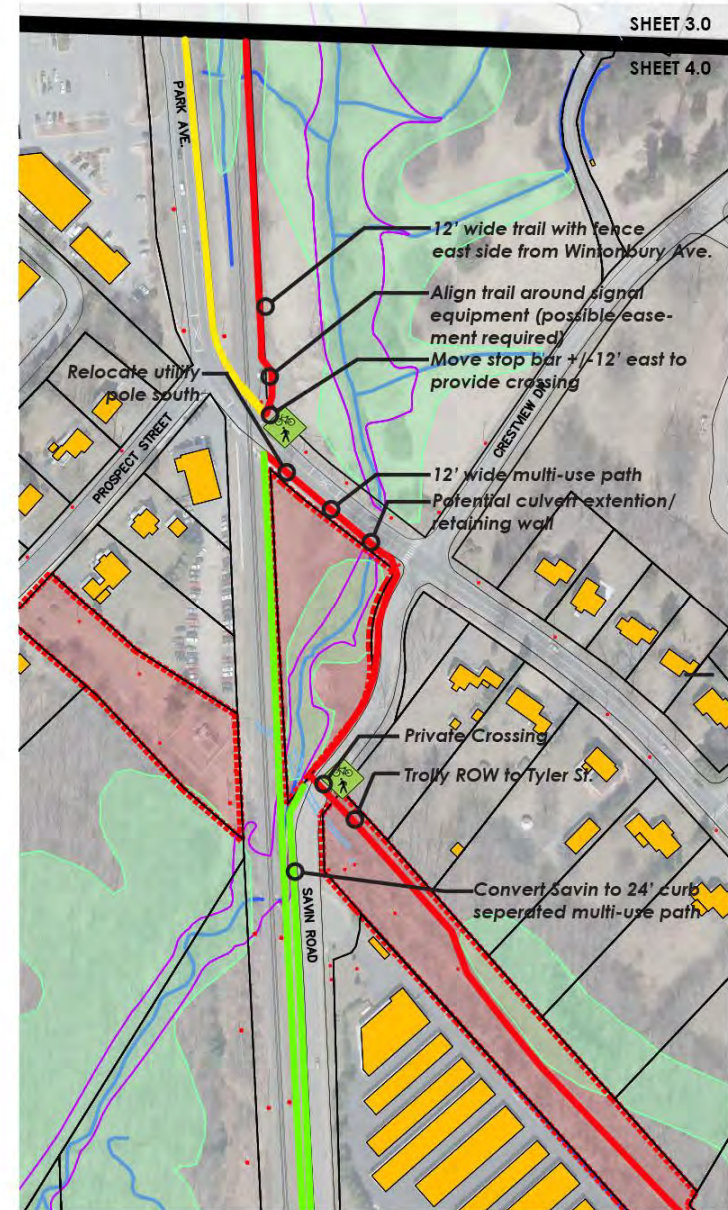
1. The existing rail siding and existing utility poles north of Wintonbury Ave precludes the location of the trail within the established right of way. Access via the adjacent church property will be required. This site may also offer shared trail head parking opportunities.
2. South of Wintonbury Ave, the right of way narrows and there are existing building encroachments on the west side of the tracks which preclude a right of way alignment. One option considered was to change Seneca Road to a one way north system thereby providing room for a dedicated and separated path alignment. Jerome Ave would remain two way but also receive the same separated path alignment. Upon further study and town coordination the preferred alternative in this location is to transition the trail to the east side of the tracks at the Wintonbury Road crossing. Although easements will be required, this option offers numerous advantages through the downtown area and has been established as the town's preferred alternative.



Approach to Cottage Grove Road : Cottage Grove is a heavily traveled major arterial. The Griffin Line intersection with this street is an unsignalized at grade crossing parallel to Savin Road.. Existing traffic signals are locate to the east at Tyler Street and to the West at Jolley / Northwestern Drives. Beaman's Brook and associated floodways are also an important consideration as crossing options may be prohibitively expensive. Options / mitigations considered include:

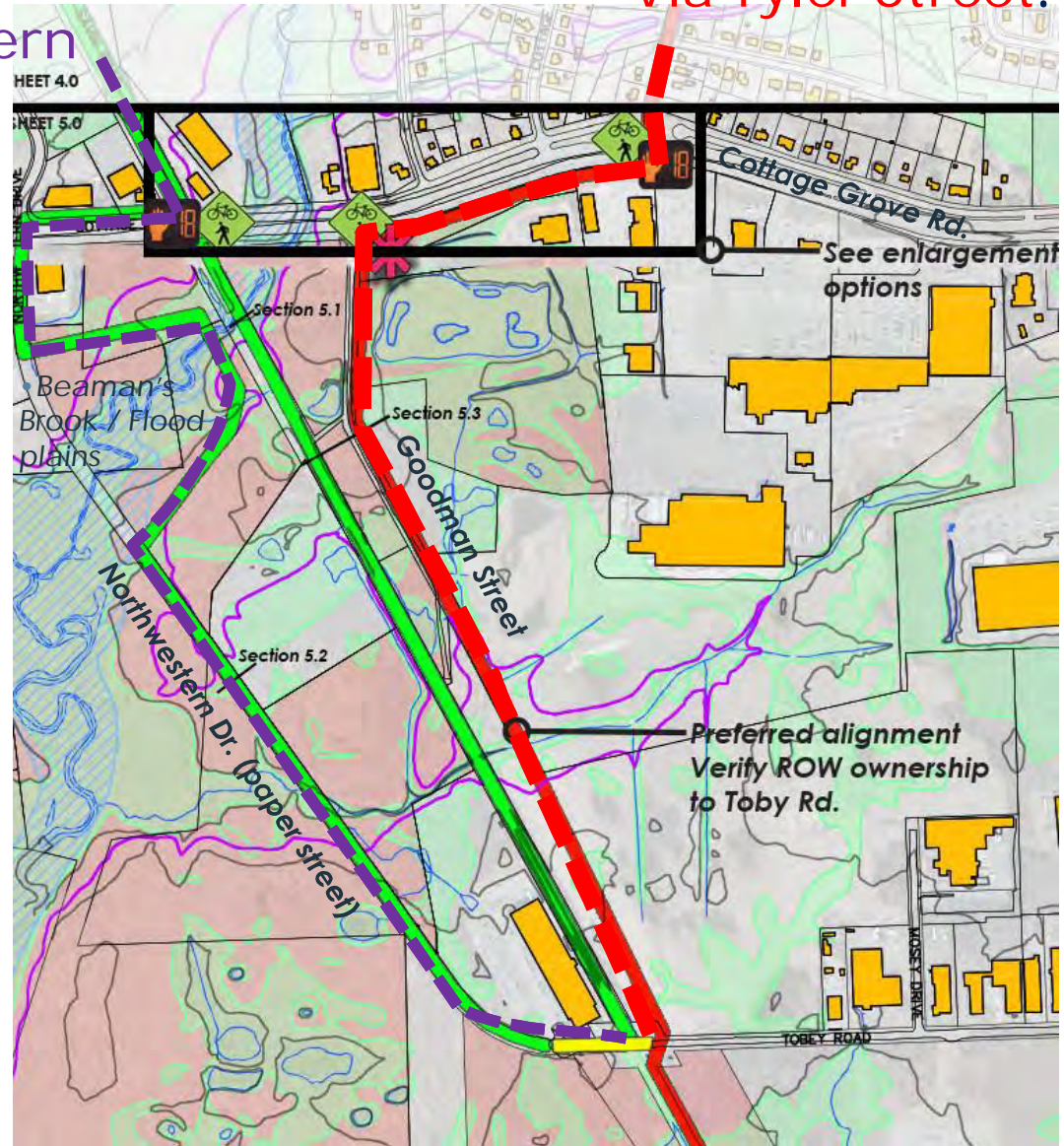
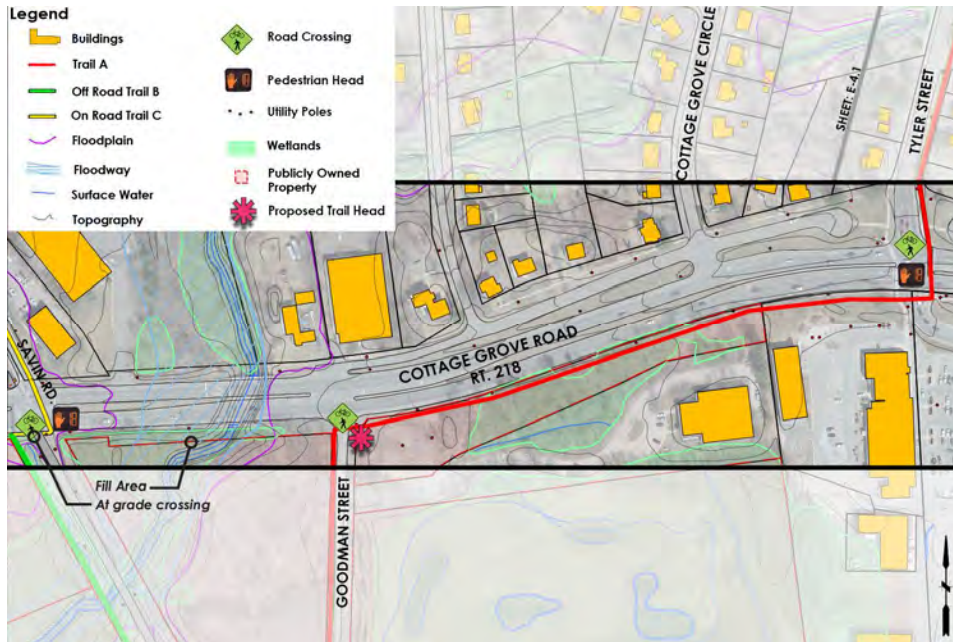


1. Via Tyler Street (Preferred Option): Diverge from the east side of the Griffin Line right of way at the intersection of Park Ave. Construct a dedicated off road trail within both the Park Ave and Savin Road ROW's. Access the old trolley right of way on Savin. Easy trail build along the trolley ROW to Tyler Street. Construct Tyler Street crossing and realign Tyler Street to accommodate a minimum 10' wide dedicated and separated multi use trail to the signalized Cottage Grove Road intersection. Install appropriate signalization at Cottage Grove. Develop multi use path along south side of Cottage Grove to Goodman Street and develop dedicated multiuse path along Goodman Street. Goodman Street continues as a paper Street to Toby Road. Develop trail along this ROW. Verify ownership. Another option could be to reconnect to Griffin Line ROW south of Beaman's Brook at the end of the paved section of Goodman. (see sheet 5 Enlargement on next page)
2. Via Northwestern Drive: (option not shown) This option utilizes either the Griffin Line ROW or a dedicated path on Savin Road to the intersection of Cottage Grove Road. A new separated multi use path would be constructed along the north side of Cottage Grove to the existing signalized crossing at Northwestern Drive. Northwestern Drive south of Cottage Grove is a paper street and would require complete trail construction within this right of way. Some alignment flexibility is provided based on large land holdings by the University of Hartford in this area however, substantive wetlands, flood plains and flood ways associated with Beaman's Brook may present prohibitively expensive or regulatory hurdles.



Via
Northwestern
Drive:

Via Tyler Street:



Order of Magnitude Costs

Order of magnitude costs estimates have been prepared based on bid prices from recent similar projects. Based on the level of detail of this study, costs presented herein should be used as a general guide only. Cost estimates have not been prepared for the primary alternatives illustrated but assume a new trail alignment completely within the Griffin Line Right of Way for the entire length. Specific design studies and cost estimates will be required in multiple locations throughout the trail's length to substantiate more accurate figures.

Order of Magnitude Concept Trail Cost:

Griffin Line Right Of Way

\$15/sq.ft. (without fence)

\$20/sq.ft. (with fence)

\$40/sq.ft. (through environmental)

+/- 4.5 – 5 Miles Of Trail

• Trail with Fence: +/- 193,080 square feet =	+/- \$ 3,861,600
• Trail without fence: +/- 167,496 square feet =	+/- \$ 2,512,440
• Total through environmental= +/- 70,775 square feet=	+/- \$ 2,831,000
• Allow for Signals and crossings	+/- \$300,000
• Sub Total	+/- \$9,505,040
• Total Cost with 20% contingency=	+/- \$11,406,048
• Per Mile Cost	+/- \$2,281,210

Next Steps

1. Coordination with DOT trail liaison
2. DOT trail funding and construction

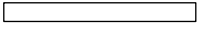


APPENDIX M: MDC ASSET MAPPING PROXIMATE TO GRIFFIN LINE

Map 1

- Railroad Lines
- ▬ Railroad Right of Way
- Water Main
- Sewer Main
- Storm Main

500



US Feet



MDC



Path: S:\IP\GIS\ArcGIS\Projects\2024\MDC - Train Intersections\MDC - Train Intersections.aprx
Credits: Esri Community Maps Contributors, City of Hartford, CT, MDC, MassGIS, UConn/CTDEEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METINASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Map 2

-  Railroad Lines
-  Railroad Right of Way
-  Water Main
-  Sewer Main
-  Storm Main

500
US Feet



Path: S:\P\GIS\ArcGIS\Projects\2024\MDC - Train Intersections\MDC - Train Intersections.aprx
Credits: Esri Community Maps Contributors, City of Hartford, CT, MDC, MassGIS, UConn/CTDEEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



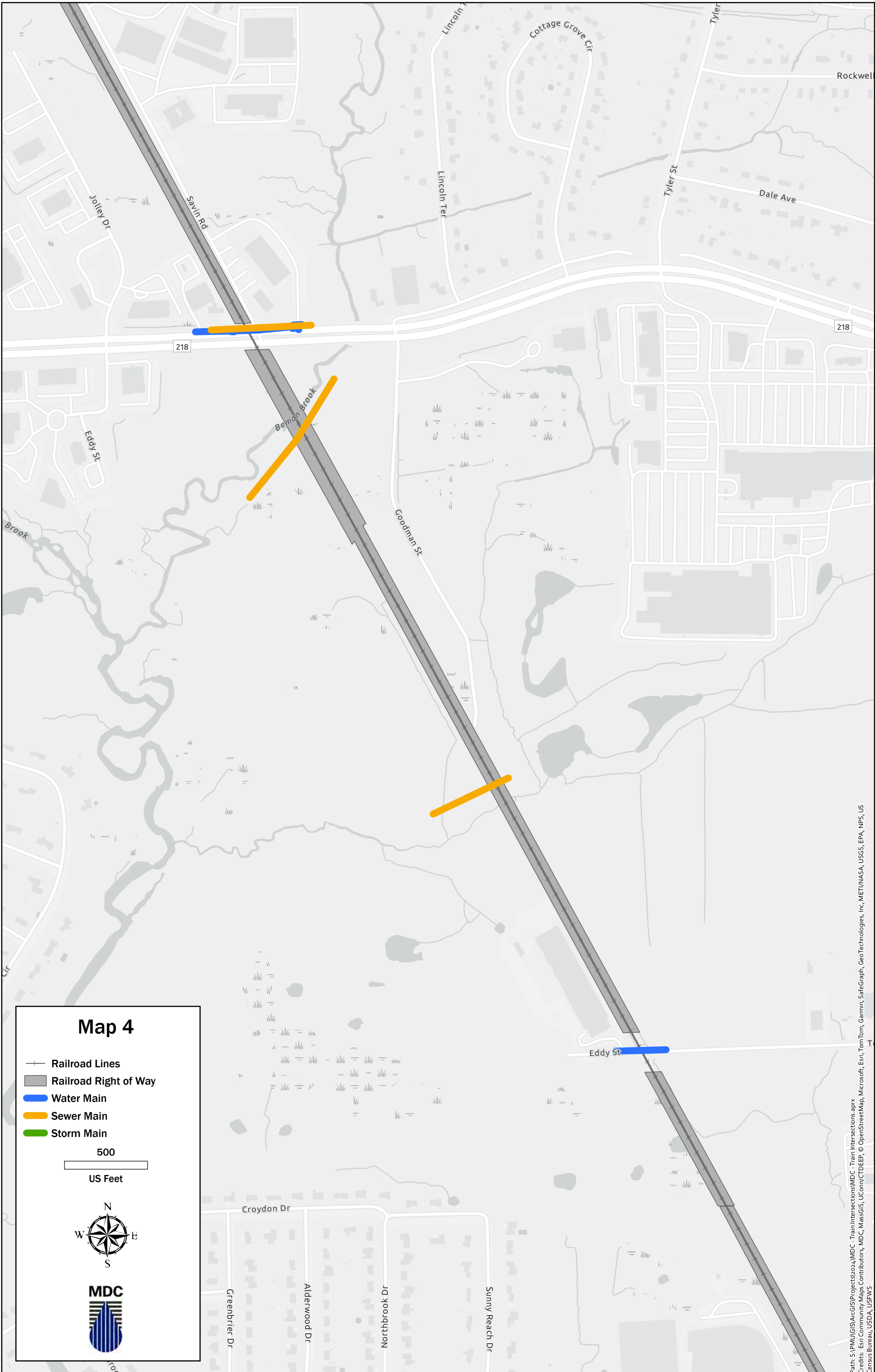
Map 3

-  Railroad Lines
-  Railroad Right of Way
-  Water Main
-  Sewer Main
-  Storm Main

500
US Feet



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 Credits: Esri Community Maps Contributors, City of Hartford, CT, MDC, MassGIS, UConn/CTDEEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



Map 4






-  Railroad Lines
-  Railroad Right of Way
-  Water Main
-  Sewer Main
-  Storm Main

500
US Feet





Map 5






-  Railroad Lines
-  Railroad Right of Way
-  Water Main
-  Sewer Main
-  Storm Main

500
US Feet

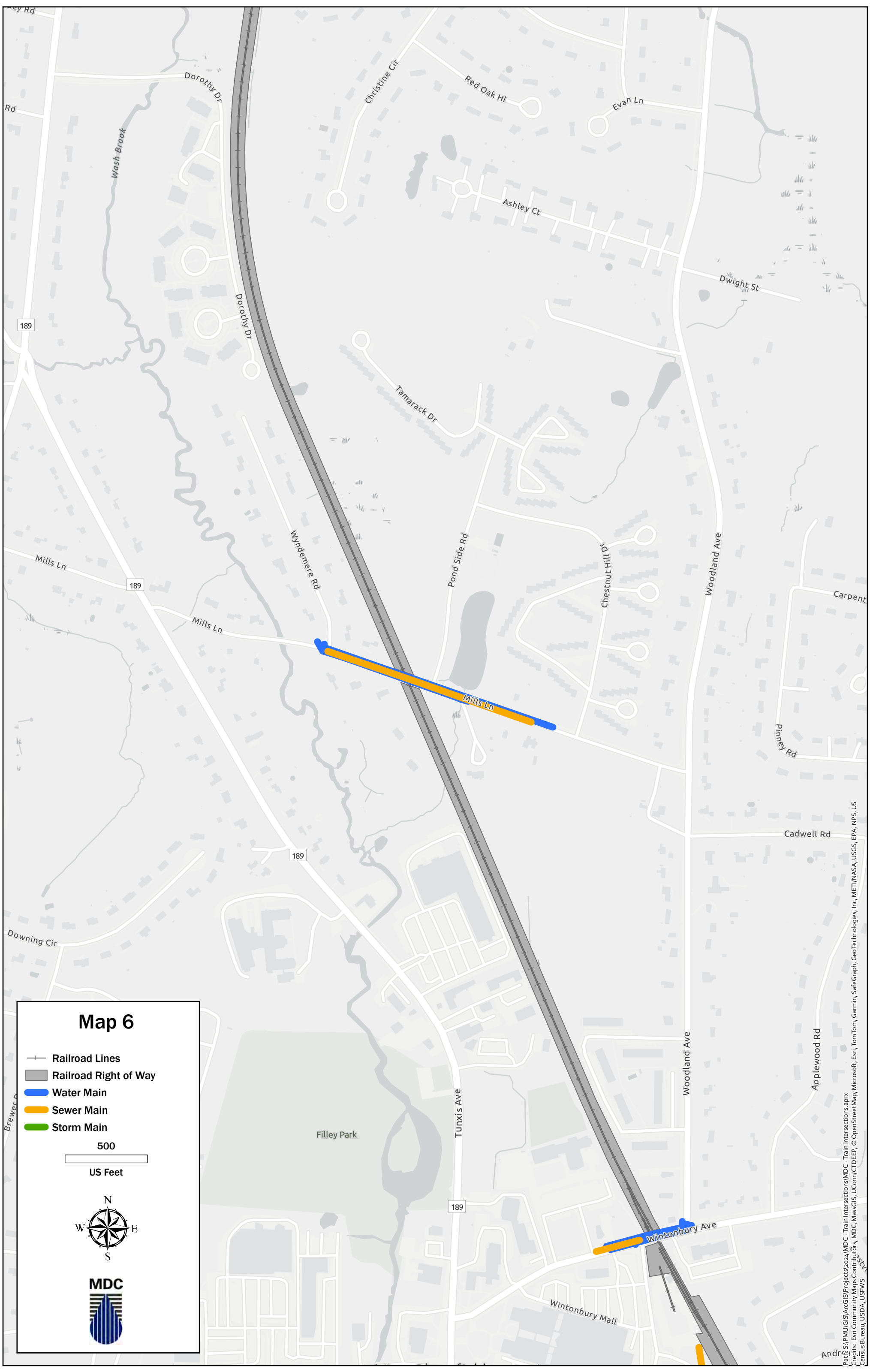


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Map 6

-  Railroad Lines
-  Railroad Right of Way
-  Water Main
-  Sewer Main
-  Storm Main






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US Feet



Path: S:\P\GIS\ArcGIS\Projects\2024\MDC - Train Intersections\MDC - Train Intersections.aprx
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Map 7

-  Railroad Lines
-  Railroad Right of Way
-  Water Main
-  Sewer Main
-  Storm Main

500
US Feet



Path: S:\PM\GIS\ArcGIS\Projects\2024\MDC - Train Intersections\MDC - Train Intersections.aprx
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APPENDIX N: RAIL-WITH-TRAIL LIST (SOURCE: RAILS TO TRAILS CONSERVANCY)



Rail-with-Trail List

September 2023

Trail Name	State	Total Trail Length	Rail-with-Trail Length
Chase Trail	AK	14	9
Tony Knowles Coastal Trail	AK	11	1
Decatur Trail	AL	14	0.4
Historic Bridgeport Walking Trail	AL	2	2
Redstone Gateway Greenway	AL	0.5	0.16
Arkansas Missouri Trail	AR	0.75	0.6
Arkansas River Trail	AR	21.2	0.4
Frisco Trail	AR	2.39	0.6
Big River Crossing	AR, TN	1	0.9
Route 66 Trail	AZ	4.9	3
Yuma Crossing Bike Path (Colorado River Levee Multi-Use Path)	AZ	3.4	1.2
Alton Avenue Bike Trail	CA	1.8	1.8
Arroyo Simi Bike Path	CA	8.6	0.13
Baine Avenue Trail	CA	0.75	0.6
Bear Creek Bikeway	CA	3.6	0.6
Cal Park Hill Tunnel	CA	2.5	2.5
Chico State Bike Path	CA	2	1.9
Chuck Pontius Commuter Trail	CA	5.5	1.8
Coastal Rail Trail	CA	4.7	4.7
East Bay Greenway	CA	0.5	0.5
El Dorado Trail	CA	35.9	25.3
Embarcadero Bike Path	CA	0.9	0.8
Exposition Line Bikeway	CA	12.2	12.2
Fillmore Bike Path	CA	3.8	1.4
Folsom Parkway Rail Trail	CA	2.9	2.4
Foss Creek SMART Pathway	CA	1.3	1
Goshen Avenue Trail	CA	5.8	5.8
Hoover Bike and Walking Trail	CA	2	2
Inland Rail Trail	CA	10.5	10.3
Joe's Trail at Saratoga De Anza	CA	1.4	1.2
Lincoln Hill Pathway	CA	1.4	0.5
Linear Park	CA	1.1	1.1
Manteca Tidewater Bikeway	CA	3.4	1.6
Martin Luther King, Jr. Promenade	CA	0.75	0.75
Napa Valley Vine Trail	CA	18.5	3.2
Northwestern Pacific Rail Trail	CA	0.8	0.8
Novato Downtown SMART Pathway	CA	0.9	0.8
Old Highway 40 Bike Path	CA	2.8	3
Omer Rains Coastal Bike Trail	CA	4.1	1.2
Orange Line Bike Path	CA	15.8	0.4
Petaluma SMART Pathway	CA	1.2	1.2
Railroad Safety Trail	CA	1.9	1.8

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Rail-with-Trail List

September 2023

Trail Name	State	Total Trail Length	Rail-with-Trail Length
Richmond Greenway	CA	2.5	1.3
Rohnert Park/Cotati SMART Pathway	CA	3.7	3.7
Rose Canyon Bicycle Path	CA	1.1	1.1
Sacramento River Parkway Trail	CA	9.3	2.8
San Clemente Beach Trail	CA	2.3	2.1
San Fernando Road Bike Path	CA	7.2	7.4
San Francisco Bay Trail *only portions not accounted for by other trails	CA	301.5	6.7
Santa Cruz Coastal Rail Trail	CA	2.5	0.35
Santa Fe Trail (Visalia)	CA	2.5	1.6
Santa Maria Valley Multi-Purpose Trail	CA	2.7	0.4
Santa Paula Branch Line Trail	CA	2.5	1.7
Santa Rosa SMART Pathway	CA	3.8	3.8
Sierra Bike Trail	CA	7.1	6.7
Walnut Trail	CA	3.4	3.4
Watsonville Rail Trail (Coastal Rail Trail Segment 18)	CA	1.2	0.25
Watts Towers Crescent Greenway	CA	0.2	0.2
Animas River Trail	CO	9.4	1.1
Arkansas River Trail (Pueblo)	CO	10.1	0.1
Eagle Valley Trail	CO	21.8	10
Inca Street Multi-use Trail	CO	0.75	0.75
Littleton Community Trail	CO	2.6	1.4
Long View Trail	CO	4.4	1.3
Mason Trail	CO	4.5	3.8
New Santa Fe Regional Trail	CO	17	4.3
Power Trail	CO	3.9	3.7
Union Pacific Trail	CO	0.6	0.6
West Rail Line Bike Path	CO	6.3	3.63
Wonderland Creek Greenway	CO	3	0.2
Yampa River Core Trail	CO	7	0.85
Derby Greenway	CT	2	0.2
Niantic Bay Boardwalk	CT	1.1	1.1
Metropolitan Branch Trail	DC, MD	4	2.46
Georgetown-Lewes Trail	DE	9.6	0.9
James F. Hall Trail	DE	1.8	1.16
Sorenson's Way	DE	1.4	0.1
Capital Cascades Trail	FL	2.7	0.1
Doctors Lake Drive Bike Path	FL	4.5	4.5
El Rio Trail	FL	4.7	0.11
Fred Marquis Pinellas Trail	FL	46	0.17
Gertrude's Walk	FL	0.25	0.2
John Yarbrough Linear Park Trail	FL	6	2.73

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Rail-with-Trail List

September 2023

Trail Name	State	Total Trail Length	Rail-with-Trail Length
M-Path Trail	FL	9.4	9.35
Old Brick Road Trail	FL	5.4	5.4
Oldsmar Trail	FL	11	0.1
Orlando Urban Trail	FL	2.6	0.2
Atlanta Road Path	GA	2.5	2.5
Augusta Canal Trail	GA	7.85	0.6
Blind Willie McTell Trail	GA	1.1	0.9
East Point PATH	GA	1.4	0.3
Senoia Multiuse Trail	GA	1.5	0.2
Silver Comet Trail	GA	61.5	9.1
Stone Mountain Trail	GA	20.5	5.5
218 Trail	IA	1.43	0.69
Bellevue Riverview Trail	IA	2.3	0.22
Cedar Valley Nature Trail	IA	69	5.55
Chautauqua Park Trail	IA	1.8	0.8
Clinton Discovery Trail	IA	9.8	0.47
Floyd River Trail	IA	3.2	1
Gay Lea Wilson Trail	IA	20.9	4.3
Indian Creek Trail	IA	3.86	0.7
John King Trail	IA	0.5	0.2
Jordan Creek Trail	IA	8.6	0.6
Linn Creek Recreational Trail	IA	10	1
North Ridge Trail	IA	6.5	2.3
Perry Creek Trail	IA	4.4	0.45
Prairie Farmer Recreational Trail	IA	20	0.7
Running River Trail System (Riverside Park)	IA	5.3	2.75
Sauk Rail Trail	IA	33.2	2.1
Southern Levy Trail	IA	0.7	0.7
Trolley Trail (Clear Lake/Mason City)	IA	7.5	0.9
Long Bridge Trail	ID	5.3	0.4
North Idaho Centennial Trail	ID	24	1.29
Chain O' Lakes Bike Path	IL	3.2	1.5
Constitution Trail	IL	43	6.65
Des Plaines River Trail	IL	56.2	3.2
East Prairie Bicycle & Walking Path	IL	1	1
Fox River Trail	IL	44.6	3.1
Great River Trail	IL	62.3	18.6
Green Bay Trail	IL	8.9	6.29
H.U.M. Trail	IL	3.5	3.22
Hickory Creek Bikeway	IL	3.7	0.8
Illinois & Michigan Canal State Trail	IL	79.5	9.2
Illinois Prairie Path	IL	62	3.6

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Rail-with-Trail List

September 2023

Trail Name	State	Total Trail Length	Rail-with-Trail Length
Interurban Trail	IL	8.4	5
MCT Quercus Grove Trail	IL	18.4	2.26
MetroBikeLink Trail	IL	14	10.8
Prairie Trail	IL	26.5	10.12
Robert McClory Bike Path	IL	25.4	8.8
Rock Island Trail	IL	38.2	2
Rock River Recreation Path	IL	10	7
Skokie Valley Trail (Lake County)	IL	9.8	8.4
Stone Mill Trail	IL	1.5	1.5
Techny Trail	IL	3	0.5
Thorn Creek Trail	IL	17.2	0.24
Virgil L. Gilman Trail	IL	11.4	1.8
Wauponsee Glacial Trail	IL	22.3	0.66
McKinley Bridge Bikeway	IL, MO	1.2	0.4
Anderson Airport Trail	IN	1.5	0.67
Cardinal Greenway	IN	62	4.5
Dearborn Trails (Aurora - Lawrenceburg - Greendale)	IN	5.4	2.4
Fall Creek Trail	IN	6.9	0.4
Industrial Heritage Trail	IN	4.82	2.3
Lafayette Linear Park	IN	1.1	1.1
Little Turtle Waterway Trail	IN	1	0.45
MapleHeart Trail	IN	4.8	2
Ninth Street Trail	IN	1.3	0.85
Paradise Spring Riverwalk Trail	IN	0.82	0.25
Pigeon Creek Greenway Passage	IN	6.7	0.29
Polly Grimshaw Trail	IN	0.65	0.6
Singing Sands Trail	IN	3.6	1.1
Sweetser Switch Trail	IN	4	2.5
Tell City Riverwalk	IN	1.1	0.5
Wabash & Erie Canal Trail (Evansville)	IN	0.4	0.4
White River Greenway (Noblesville)	IN	5.9	0.45
Whitewater Canal Trail	IN	11	3
Winona Interurban Trail	IN	3.14	1.3
Armourdale Levee Trail	KS	1.3	0.3
Flint Hills Trail State Park	KS	118	3.5
Gary L. Haller Trail	KS	13.8	1.8
Katy Hike/Bike Trail	KS	1.8	0.35
Railroad Park Bike Path	KS	0.4	0.4
Sunflower Santa Fe Trail	KS	1.7	1.7
Whistle Stop Park	KS	1.8	0.91
Louisville Loop	KY	50.51	0.4
South Elkhorn Trail	KY	0.5	0.4

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Rail-with-Trail List

September 2023

Trail Name	State	Total Trail Length	Rail-with-Trail Length
Town Branch Trail	KY	2.2	1.4
Baton Rouge Levee Bike Path	LA	27.8	0.37
Crescent Park Trail	LA	1.4	0.9
Mississippi River Trail (Louisiana)	LA	60.8	1.3
Cape Cod Canal Bikeway	MA	13.9	0.8
Connecticut Riverwalk and Bikeway	MA	5.4	1.5
East Boston Greenway	MA	2.8	0.84
Manhan Rail Trail	MA	6	0.65
Mass Central Rail Trail	MA	59	1.43
Neponset River Greenway	MA	8.2	1.3
Salem Bike Path	MA	1.8	0.8
Shining Sea Bikeway	MA	10.7	0.22
Somerville Community Path	MA	3.2	1.9
Southwest Corridor Park (Pierre Lallement Bike Path)	MA	4.1	1.8
Tri-Community Greenway	MA	6.6	0.6
Whitney Spur Rail Trail	MA	1.6	0.18
Blackstone River Greenway	MA, RI	29.9	8.7
Grist Mill Trail at Patapsco Valley State Park	MD	2.5	2
Gwynns Falls Trail	MD	18.9	5
Western Maryland Rail Trail	MD	27.5	0.3
Great Allegheny Passage	MD, PA	150	24.2
Harpers Ferry Railroad Bridge	MD, WV	0.14	0.14
Bucksport Waterfront Walkway	ME	1	0.2
Down East Sunrise Trail	ME	87	2.6
Eastern Promenade Trail	ME	2.1	1.33
Ellsworth Trail	ME	1.6	1.3
Fore River Parkway Trail	ME	2.6	0.06
Kennebec River Rail Trail	ME	6.5	5.4
Mountain Division Trail	ME	9.7	8.5
Papermill Trail	ME	4	1.2
Whistle Stop Rail-Trail	ME	15.8	0.7
Baw Beese Trail	MI	8.2	0.7
Boardman Lake Loop Trail	MI	4	0.45
Border-to-Border Trail	MI	19.7	4
Fred Meijer Heartland Trail	MI	41.8	0.4
Fred Meijer Pioneer Trail	MI	9	3.25
George Atkin Jr. Recreational Trail	MI	4.2	0.5
Little Lake to Chatham Snowmobile Trail	MI	26	0.54
Muskegon Lakeshore Trail	MI	11.2	3.1
North Central State Trail	MI	62	0.2
Portage Creek Bicentennial Trail	MI	4	1.3
Shaver Road Bikeway	MI	1.8	0.75

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Rail-with-Trail List

September 2023

Trail Name	State	Total Trail Length	Rail-with-Trail Length
Sycamore Trail	MI	2.1	0.6
Traverse Area Recreation and Transportation Trail (TART)	MI	13	7.5
Trolley Line Trail	MI	2.8	2.8
Valhalla Trail	MI	1.3	0.5
Vassar Rail Trail	MI	2	0.4
Big Rivers Regional Trail	MN	4.4	1.41
Blazing Star State Trail	MN	6	1.3
Bruce Vento Regional Trail	MN	7	0.2
Camden Regional Trail	MN	14.9	3
Cannon Valley Trail	MN	19.7	0.55
Cedar Lake LRT Regional Trail	MN	4.5	3.95
Civic Center Trail	MN	1.2	1.05
Cologne Community Trail	MN	3.2	0.1
Duluth Lakewalk	MN	7	5.2
Empire Township Trail	MN	2	0.6
Graham Park Trail	MN	1.1	0.4
Hiawatha LRT Trail	MN	4.7	4.2
Kenilworth Trail	MN	1.5	1.45
Luce Line Trail	MN	72.9	5
Mesabi Trail	MN	135	2
Midtown Greenway	MN	5.5	1.4
Mill Towns State Trail	MN	6	2.1
Minneapolis Diagonal Trail	MN	3	0.11
Minneopa Trail	MN	2.7	1
Minnesota River Bluffs LRT Regional Trail	MN	19.91	0.36
North Cedar Lake Regional Trail/Cedar Lake Trail	MN	9	5
North Minnesota River Trail	MN	4.8	1.36
Red Jacket Trail	MN	6.3	0.16
Rice Creek West Regional Trail	MN	5.8	1.6
Stone Road Trail	MN	0.8	0.6
Todd Park Bike Trail	MN	2.4	0.19
Trout Brook Regional Trail	MN	1.8	0.25
Western Waterfront Trail	MN	3.4	0.5
Wilderness Trail	MN	1.3	0.8
Zumbro South Trail	MN	6.5	0.2
Carondelet Connector	MO	1	0.25
Wabash Walkway	MO	0.15	0.15
Bitterroot Trail	MT	51	4.65
Livingston Depot Center Trail	MT	1.4	1.5
River's Edge Trail	MT	55	2.24
Silver Bow Creek Greenway	MT	9.2	3
Tobacco River Memorial Trail (Kootenai Trail)	MT	7.4	0.8

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Rail-with-Trail List

September 2023

Trail Name	State	Total Trail Length	Rail-with-Trail Length
Cape Fear River Trail	NC	5	0.74
Charlotte Rail Trail	NC	3.5	3.3
City Walk	NC	2.5	1.3
Irwin Creek and Stewart Creek Greenways	NC	2	0.12
Libba Cotten Bikeway	NC	0.38	0.36
Marcia H. Cloninger Rail-Trail	NC	1.5	0.1
Bismarck Trails (Hay Creek and Pebble Creek Loops)	ND	7.4	0.42
Washburn Discovery Trail	ND	2.2	0.1
FEVR Trail	NE	1	0.73
St. Joe Trail	NE	2.91	1.2
Cotton Valley Rail-Trail	NH	12	2
Winnepesaukee River Trail	NH	2.7	1
WOW Trail	NH	5.1	1.1
Pleasantville to Somers Point Bike Path	NJ	8.2	0.8
Roselle Park Bike Path	NJ	0.5	0.5
Traction Line Recreation Trail	NJ	2.7	2.5
Santa Fe Rail-Trail	NM	16.8	15.4
Valle de Oro Trail	NM	2.3	2.3
Rio Grande River Trail	NM, TX	11.9	0.47
River Mountains Loop Trail	NV	35.3	1.3
Union Pacific Railroad Trail	NV	12	6.7
Cheektowaga Historic Rails to Trails	NY	2.3	1.5
EPCAL Alternative Transportation Path	NY	8.5	0.4
Erie Canalway Trail	NY	292	5.3
Fort Washington Park Greenway	NY	1	1
Harlem Valley Rail Trail	NY	23.8	1
Heritage Trail	NY	19.5	0.38
Hudson River Greenway	NY	12.9	0.5
Klara Sauer Trail	NY	1	0.9
Lenox Rail Trail	NY	2.2	1
Maybrook Trailway	NY	26.85	26.85
Ontario Pathways Rail Trail	NY	25.2	1.4
Philip A. Rayhill Memorial Recreational Trail (NH&W Rail Trail)	NY	5.2	0.25
Pittsford Trail System (Railroad Loop Trail)	NY	11.4	0.06
Saranac Lake Recreational Path	NY	0.52	0.52
Terry Gordon Trail	NY	1.6	1.5
Zim Smith Mid-County Trail	NY	11.5	0.35
Camp Chase Trail	OH	15.9	12.55
Celina Coldwater Bikeway	OH	4.61	4.61
Chessie Circle Trail	OH	11	4.43
County Line Trail	OH	6.75	4.42
Fairfield Heritage Trail	OH	9.5	0.6

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Rail-with-Trail List

September 2023

Trail Name	State	Total Trail Length	Rail-with-Trail Length
Heritage Trail	OH	17.2	0.12
Hockhocking Adena Bikeway	OH	22	3.6
Iron Horse Trail	OH	7.6	1.3
Little Beaver Creek Greenway Trail	OH	12.5	0.6
Middle Branch Trail	OH	7.7	1.56
North Coast Inland Trail (Huron County)	OH	27.6	10
North Coast Inland Trail (Sandusky and Ottawa Counties)	OH	29.7	11.7
Ohio & Erie Canal Towpath Trail	OH	90.6	5.8
Ohio River Trail	OH	9.6	0.49
Olde Muskingum Trail	OH	6	5.72
Portage Hike and Bike Trail	OH	15.6	5
Red Line Greenway	OH	2	2
Simon Kenton Trail	OH	35.5	23.83
Steel Mill Trail	OH	2	0.06
T. J. Evans Panhandle Trail	OH	9.8	9.8
Triplett Pathway	OH	0.9	0.4
University/Parks Trail	OH	6.3	4.18
Wabash Cannonball Trail	OH	62.9	1.2
West Branch Trail	OH	4.5	2.5
Wright Brothers Huffman Prairie Bikeway	OH	4.6	3.7
Zane's Landing Trail	OH	2.9	2.4
Stavich Bicycle Trail	OH, PA	10	9
Katy Trail (Oklahoma City)	OK	6.3	1.4
Legacy Trail	OK	1.5	1
Astoria Riverwalk	OR	6.4	2.3
Central Ashland Bikepath	OR	1.8	1.8
Circle to Buchanan Multi-Modal Path	OR	1	0.4
Fanno Creek Greenway Trail	OR	10.5	0.9
Logging Road Trail	OR	3.5	1
Riverfront Trail at The Dalles	OR	9	0.98
Rogue River Greenway	OR	9.8	3.25
Springwater Corridor	OR	21.5	3.43
Steel Bridge Riverwalk	OR	0.2	0.2
Tilikum Crossing	OR	0.6	0.6
Trolley Trail	OR	6	0.5
Village Green Trail	OR	0.6	0.6
I-205 Multi-Use Path	OR, WA	18.5	5.3
Arboretum Trail	PA	0.8	0.8
Beaver River Trail	PA	1	0.33
Bristol Spurline Park	PA	2.5	0.43
Chester Valley Trail	PA	18.6	0.2
Clarion-Little Toby Trail	PA	18.4	2.75

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Rail-with-Trail List

September 2023

Trail Name	State	Total Trail Length	Rail-with-Trail Length
Coal & Coke Trail	PA	6.1	1.9
Cynwyd Heritage Trail	PA	1.8	0.35
D&L Trail	PA	142.2	16
Enola Low Grade Trail	PA	29.15	6.64
Five Star Trail	PA	7.8	4.75
Gurney Street Trail	PA	0.13	0.13
Heritage Rail Trail County Park	PA	27.4	20.2
Hoodlebug Trail	PA	11.8	0.75
Luzerne County National Recreation Trail	PA	1.8	1.6
McClintock Trail	PA	9.4	1.9
Montour Trail	PA	61.5	3.5
Neversink Connector Trail	PA	1.2	0.2
North Branch Canal Trail	PA	6.2	6.2
Northwest Lancaster County River Trail	PA	14.1	5
Oil City Trail	PA	3	0.74
Pine Creek Rail Trail	PA	62	0.8
Schuylkill River Trail	PA	71.7	10.9
Susquehanna Bikeway	PA	3.2	0.75
Susquehanna River Walk & Timber Trail	PA	4.2	2.15
Three Rivers Heritage Trail	PA	33	8.3
East Bay Bike Path	SC	0.6	0.4
Mary Black Foundation Rail Trail (Palmetto Trail)	SC	1.9	0.16
Prisma Health Swamp Rabbit Trail	SC	28	0.9
Marne Creek West Trail	SD	0.6	0.15
Mitchell Community Bike Path	SD	10	1.8
Mobridge Riverfront Walking Path	SD	2.3	0.5
Sioux Falls Bike Trails	SD	26.8	2.1
Vermillion River Trail	SD	1.7	0.2
Cumberland River Greenway	TN	9.13	1.5
James White Greenway	TN	1	1
Richland Creek Greenway	TN	5	0.65
Riverbluff Walkway	TN	6.7	0.36
South Chickamauga Creek Greenway	TN	12	0.7
Tennessee Central Heritage Rail Trail	TN	4.73	0.3
Wolftever Creek Greenway	TN	2.9	0.5
A-Train Rail Trail	TX	19	12.4
Bicentennial Hike and Bike Trail	TX	6.3	2.6
Boggy Creek Greenbelt Trail	TX	1.6	0.4
Central Trail	TX	4.2	4.2
City Trail (Highland Village)	TX	3.8	0.5
Cotton Belt Trail	TX	11.2	10.6
Crestview/Highland Urban Trail	TX	0.8	0.8

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Rail-with-Trail List

September 2023

Trail Name	State	Total Trail Length	Rail-with-Trail Length
Lance Armstrong Bikeway (Crosstown Greenway)	TX	5.4	0.8
Red Line Parkway Trail	TX	10	7.98
Ridgewood Trail	TX	1.2	1.3
Southern Walnut Creek Trail	TX	8.9	0.6
University Crossing Trail	TX	2	0.9
Legacy Parkway Trail	UT	14	0.6
Lindon Heritage Trail	UT	5.5	0.28
Moab Canyon Pathway	UT	12.7	0.4
Parley's Trail	UT	7.9	0.8
Point of the Mountain Trail	UT	2.4	2.4
Porter Rockwell Trail	UT	10.7	10.2
Burke VRE Trail	VA	1.4	0.5
Elizabeth River Trail (Atlantic City Spur)	VA	9.5	1.5
Huckleberry Trail	VA	15.5	1.2
James River Heritage Trail	VA	10.1	0.56
Metro Linear Park	VA	0.5	0.5
Potomac Yard Trail	VA	2	0.75
Virginia Capital Trail	VA	51.7	0.5
Island Line Rail Trail	VT	13.4	1.5
Burke-Gilman Trail	WA	18.8	1.8
Chehalis Western Trail	WA	21.2	1.5
Chelatchie Prairie Railroad Trail	WA	0.9	0.8
Cowlitz River Trail	WA	2.5	2.5
Duwamish Trail	WA	3	1
East Aberdeen Waterfront Walkway	WA	1.6	0.7
Elliott Bay Trail (Terminal 91 Bike Path)	WA	3.4	1.6
Fish Lake Trail	WA	7.35	4.1
Foothills Trail	WA	31.3	3.5
Grand Avenue Greenway	WA	1.7	1.6
Interurban Trail (South)	WA	19.1	11.4
Kulshan Creek Trail	WA	2.9	0.29
Lower Yakima Valley Pathway	WA	14	6
Pigeon Creek Trail	WA	0.9	0.8
Pullman Riverwalk	WA	0.42	0.25
Rainier Trail	WA	2.5	0.65
Seattle Waterfront Pathway	WA	2	1
South Bay Trail	WA	2.5	0.9
Spokane River Centennial State Park Trail	WA	39.7	0.3
State Route 20 Arboreta Trail	WA	1.5	1.5
Yakima Greenway	WA	22.9	0.25
Blackhawk Path	WI	2.3	0.75
Brown Deer Recreational Trail	WI	1	1

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Rail-with-Trail List

September 2023

Trail Name	State	Total Trail Length	Rail-with-Trail Length
Bugline Trail	WI	15.6	1.75
Campus Drive Pedestrian and Bicycle Path	WI	0.8	0.8
Hank Aaron State Trail	WI	15.2	0.7
Kinnickinnic River Trail	WI	2.3	1.4
Kiwanis Bike Trail	WI	4	1.1
La Crosse River State Trail	WI	21	18.4
Lower Yahara River Trail	WI	2.5	1
MRK Trail	WI	4.6	4.2
New Berlin Recreation Trail	WI	7	6.3
Newberry Trail	WI	2.4	1.3
Oak Leaf Trail	WI	125	3.7
Ozaukee Interurban Trail	WI	30.1	10.2
Peace Trail	WI	6.4	3.9
River Bend Trail	WI	2.3	0.2
River Edge Parkway	WI	5	0.2
Riverside Corridor Bike-Walking Trail	WI	9.2	0.8
Rock River Parkway Trail	WI	2.4	0.73
Sheboygan Interurban Trail	WI	14	4.55
South Fork Trail	WI	1.7	0.2
Southwest Commuter Path	WI	5.6	1.15
West Allis Cross Town Connector	WI	0.9	0.9
Yahara River Bike Path	WI	0.9	0.18
Bridgeport Rail Trail	WV	0.8	0.5
TOTAL = 442 rails with trails		5777.9	1099.7