

## MUNICIPAL STATION AGREEMENT DOVER, NEW HAMPSHIRE

This Municipal Station Agreement is made and effective as of 6/1/2022, 2022, by and among National Railroad Passenger Corporation ("Amtrak"), Northern New England Passenger Rail Authority ("NNEPRA"), and the City of Dover, New Hampshire ("Municipality").

WHEREAS, Amtrak operates the Downeaster intercity rail passenger service between Brunswick, Maine, and Boston, Massachusetts, pursuant to an Agreement for the Provision of Rail Passenger Service between Amtrak and NNEPRA dated December 2, 1996, as amended (as that agreement in the future may be further amended and/or replaced by a new agreement for the provision of rail passenger service) (the "Service Agreement");

WHEREAS, one of the Downeaster's intermediate station stops is at the Station Platform (defined below) in Dover, New Hampshire;

WHEREAS, Amtrak, NNEPRA, and Municipality desire to enter into this Agreement to set forth the terms and conditions governing, amongst other items, the use, operation, repair, and maintenance of the Station Facility (defined below) in Dover, New Hampshire; and

WHEREAS, the parties wish to terminate and replace the existing Station Sponsor Agreement between NNEPRA and Municipality dated August 21, 2001 (the "2001 Station Sponsor Agreement") and the separate existing letter agreement between Amtrak and Municipality dated August 3, 2001, and accepted by Municipality on August 27, 2001 (the "2001 Amtrak Letter Agreement") relating to the Station Facility (defined below) in Dover, New Hampshire, with this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Amtrak, NNEPRA, and Municipality do hereby agree as follows:

1. Definitions. As used in this Agreement:

"ADA" means the Americans with Disabilities Act of 1990, as amended, including all implementing regulations.

"Agreement" means this Municipal Station Agreement.

"Downeaster" means the Downeaster intercity rail passenger service operated by Amtrak pursuant to the Service Agreement.

"Land" means the land located in Dover, New Hampshire, owned by, and leased from, Railroad (defined below) on which the Station Platform is located. The Land is depicted as "Permanent Railroad Access Lease" on the plan attached as Exhibit A hereto.

"NH DOT" means the New Hampshire Department of Transportation.

"Railroad" means Boston and Maine Corporation and Springfield Terminal Railway Company and their respective successors and assigns.

"Station Facility" means (i) the Station Platform and related improvements located on (or immediately adjacent to) the Land, as shown on Exhibits B and C attached hereto, and (ii) all associated access sidewalks and walkways, all of which are located in the area referred to by Municipality as the Dover Transportation Center. Photographs of the Station Facility are attached as Exhibit B hereto. An aerial photograph of the Station Facility and the surrounding area is attached as Exhibit C hereto. By way of clarification, the Station Facility does not include the building depicted on Exhibit A as "1 story brick bldg" (and shown on Exhibit C as "Bubby's Bagel & Deli").

"Station Platform" means the railroad platform located at the Station Facility in Dover, New Hampshire, located on the Land, that is used by Downeaster trains for the purpose of receiving and discharging passengers. The Station Platform consists of three sections: (i) a high-level platform, which is accessible by stairs and by a ramp, (ii) a low-level platform extending approximately 80 feet easterly from the easterly end of the high-level platform, and (iii) a low-level platform extending approximately 80 feet westerly from the westerly end of the high-level platform. The track sides of the high-level platform and both low-level platforms are bordered with a tactile strip. The Station Platform also includes (i) railings and other related improvements associated with the high-level platform, (ii) a canopy (with lighting) over the high-level platform, and (iii) light fixtures along the low-level platforms.

"Ticket Machine" means the automated ticket machine for the sale of Downeaster tickets that is the subject of subparagraph 2(k), below.

## 2. Station Facility.

(a) Ownership. Municipality owns the Station Facility, which is located in part on the Land and in part on other land leased by Municipality. Municipality shall not transfer ownership of the Station Platform or any other element of the Station Facility without NNEPRA's and Amtrak's prior written consent.

(b) Use. Municipality hereby agrees, for so long as this Agreement is in effect, to make the Station Facility available for use by Amtrak and its employees, contractors,

invitees, and passengers. Limitations on such use resulting from causes beyond Municipality's control, including limitations on such use reasonably required to mitigate the spread of infectious diseases or mandated by declared national or state emergencies, shall not be deemed to be a breach of this Agreement.

(c) Operation and Maintenance. Municipality shall operate, repair, and maintain, or shall enter into one or more agreements with third parties to operate, repair and maintain, the Station Facility at no cost to Amtrak or NNEPRA. Such operation, repair, and maintenance shall include regular cleaning of the Station Facility (so that the Station Facility is at all times in a clean, neat, and safe condition) and snow removal. Snow removal shall be conducted in a safe manner that ensures that snow is not moved onto Railroad's track(s) or right-of-way and does not cause interference with Amtrak's operations at the Station Facility.

(d) Alterations.

(i) Station Platform. Municipality may not construct any additions to, or undertake any alterations or modifications of, the Station Platform without Amtrak's and NNEPRA's prior written consent.

(ii) Other Station Facility Elements. Municipality may construct such additions to, and may undertake such alterations or modifications of, all other elements of the Station Facility as Municipality may from time to time desire, so long as Municipality informs Amtrak and NNEPRA in advance of its plans to do so, so long as such additions, alterations, and/or modifications are at no cost to Amtrak or NNEPRA, and so long as such construction does not impact Amtrak's railroad operations at the Station Facility.

(e) Compliance With Law.

(i) Generally. All elements of the Station Facility shall, in their construction, renovation, operation, repair, maintenance, cleaning, and replacement by Municipality, meet all applicable requirements imposed by federal, state, and local laws, regulations, and ordinances.

(ii) ADA Compliance. Municipality is solely responsible for ensuring that the Station Facility complies at all times with the ADA, and neither Amtrak nor NNEPRA is responsible for ensuring such compliance. If either Amtrak or NNEPRA receives an ADA-related complaint about the Station Facility, it shall forward the complaint to Municipality, and Municipality shall be responsible for resolving the complaint and curing any ADA deficiency.

(f) Amtrak Station Program and Planning Guidelines. Municipality has been provided with a copy of Amtrak's Station Program and Planning Guidelines. To the

extent that all or portions of these guidelines apply to the Station Facility, Municipality shall use its best efforts to comply with the applicable guidelines.

(g) Security. Municipality, at Municipality's cost and in Municipality's reasonable discretion, shall be solely responsible for the physical security (e.g., fencing, police, and fire protection) of the Station Facility.

(h) No Charge for Use. The Station Facility shall be available for use by Amtrak and its passengers without charge to NNEPRA, Amtrak, or its passengers.

(i) Open for Passengers. Municipality shall ensure that the Station Facility is always available for use by Amtrak and its passengers, without charge.

(j) Other Access. Amtrak, NNEPRA, and their respective employees, contractors, agents, and invitees may access the Station Facility at any time.

(k) Ticket Machine. The Ticket Machine, which has been provided by Amtrak and NNEPRA for the sale of Downeaster tickets, is located in a vestibule near the Station Platform. Municipality shall continue to make space available for the Ticket Machine (or its replacement), at no charge to Amtrak or NNEPRA, either in its current location or in another location acceptable to Amtrak and NNEPRA. Amtrak is responsible for the operation and maintenance of the Ticket Machine (or its replacement); provided, however, that the electrical and data connections required for the Ticket Machine (or its replacement) to operate, as well as the electricity required for the Ticket Machine (or its replacement) to operate, shall be provided, at no charge to Amtrak or NNEPRA, by Municipality. Amtrak or NNEPRA (with Amtrak's prior approval) may remove or replace the Ticket Machine (or its replacement) at any time, without liability to Municipality.

### 3. Lease of Land for Station Platform.

(a) Lease Arrangement. Railroad presently owns the Land. NH DOT leases the Land from Railroad pursuant to a lease dated August 2, 2001, and Municipality subleases the Land from NH DOT pursuant to a sublease dated August 14, 2001. In the event this lease/sublease arrangement terminates, or in the event of any breach of this arrangement by Municipality, the Downeaster's intermediate station stop in Dover, New Hampshire, may be suspended or terminated by Amtrak or by NNEPRA, in addition to such other rights and remedies that Amtrak and NNEPRA may each have under this Agreement and under applicable law.

(b) Lease Requirements. In addition to the requirements set forth elsewhere in this Agreement, Municipality also shall operate, repair, and maintain the Station Platform in compliance with the terms and conditions contained in the lease and the sublease.

4. Parking. Municipality shall ensure that adequate daytime and overnight parking in reasonable proximity to the Station Facility is available for Downeaster passengers. To the extent that the 2001 Amtrak Letter Agreement provides Amtrak with parking rights at the Station Facility, those parking rights shall remain in full force and effect and shall not be reduced or diminished notwithstanding the termination of the 2001 Amtrak Letter Agreement.

5. Downeaster Service.

(a) Dover Station Stop. Subject to the terms and conditions of this Agreement and subparagraphs (b) and (c) of this paragraph, for so long as the Station Facility is in compliance with applicable laws, and for so long as NNEPRA funds the service as provided in the Service Agreement and so directs, Amtrak shall include Dover, New Hampshire, as a regularly-scheduled intermediate station stop for some or all Downeaster trains.

(b) Schedules and Frequencies. Downeaster schedules and frequencies shall be determined by NNEPRA and Amtrak.

(c) Contingencies Associated With Continued Downeaster Operations. Municipality acknowledges that the continued operation of the Downeaster is contingent on numerous factors, including, without limitation, Amtrak's continued ability (legal, fiscal, and otherwise) to operate the Downeaster, as well as the continued availability of funds to permit NNEPRA to support the operation of the Downeaster. Municipality acknowledges that Municipality, and third parties having agreements with Municipality pertaining to the Station Facility, shall have no rights or remedies against Amtrak or NNEPRA in the event that the operation of the Downeaster is reduced, suspended, or discontinued for any reason or in the event that Downeaster trains no longer stop in Dover, New Hampshire.

6. Insurance.

(a) Requirement to Procure and Maintain; Initial Minimum Coverage Limits. Municipality shall procure and maintain, at no cost to Amtrak or NNEPRA, governmental risk pooling coverage and/or insurance coverage satisfactory to both Amtrak and NNEPRA with limits of liability of no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

(b) Nature of Required Coverage. Such coverage, which shall include Amtrak, NNEPRA, and Railroad as additional insureds, shall cover general liability arising from Municipality's negligent acts or omissions, subject to coverage terms, conditions, and exclusions, for injury to or death of any person (including but not limited to passengers) and damage to or loss of property arising out of or in connection with the construction,

renovation, alteration, modification, operation, repair, maintenance, cleaning, and replacement of the Station Facility. Such coverage shall not contain any railroad or railroad-related exclusions from coverage with respect to general liability.

(c) Certificates of Coverage. Municipality shall provide certificates of such coverage within 10 days after the date of this Agreement and thereafter upon request.

(d) Increased Minimum Coverage Limits. Every five years after the date of this Agreement Amtrak and/or NNEPRA may reasonably request that the minimum limits of liability of such coverage be increased. If, within 90 days after the request, Municipality agrees to the request and is able to obtain the requested coverage at reasonable cost (either through Municipality's governmental risk pool or through a private insurer), then this Agreement shall be amended accordingly to reflect the new, increased minimum limits of liability. If Municipality does not agree to the request within 90 days after the request or is unable to obtain the requested coverage at reasonable cost, then Amtrak and/or NNEPRA may terminate this Agreement. Upon such termination, Downeaster trains shall no longer stop in Dover, New Hampshire.

## 7. Contractors.

(a) Insurance. Each contract and/or subcontract with contractors that will be operating any element of the Station Facility or that will be working or providing a service at the Station Facility, including any food and beverage contractors, shall require that the contractor/subcontractor procure and maintain insurance satisfactory to both Amtrak and NNEPRA, with limits of liability of no less than \$2,000,000 for each occurrence (or such other increased limits of liability as Amtrak and NNEPRA may specify in the future), including Amtrak, NNEPRA, and Railroad as additional insureds, covering liability arising out of or in connection with the acts and omissions of the contractor/subcontractor.

(b) Indemnity. Municipality agrees to obtain the following indemnity in favor of Amtrak, NNEPRA, and Railroad from each of Municipality's contractors performing work or providing services at the Station Facility:

"Contractor shall defend, indemnify, and hold harmless National Railroad Passenger Corporation ("Amtrak"), Northern New England Passenger Rail Authority ("NNEPRA"), Springfield Terminal Railway Company ("ST"), and Boston and Maine Corporation ("BMC"), and their respective officers, directors, employees, and agents, regardless of any negligence, whether in whole or in part by any of them, from and against any and all claims, actions, proceedings, costs or expenses (including but not limited to court costs, attorneys' fees and expenses, settlements, judgments or otherwise) arising directly or indirectly out of the service provided at the Station Facility by contractor for:

i) injury to or death of any person whatsoever (including but not limited to (a) employees of Amtrak, NNEPRA, ST, BMC, and contractor, and (b) passengers);

ii) damage to or loss of any property whatsoever (including but not limited to (a) property of Amtrak, NNEPRA, ST, BMC, and contractor, and (b) property of passengers); or

iii) breach of or errors, acts, or omissions relating to any obligation of contractor.”

8. Miscellaneous.

(a) Term. Unless earlier terminated as provided for in this Agreement, this Agreement shall remain in effect so long as Dover, New Hampshire, is a regularly-scheduled intermediate station stop on some or all Downeaster trains. In the event the Service Agreement expires and is not replaced by a new agreement for the provision of rail passenger service, or is earlier terminated, this Agreement also shall terminate.

(b) Termination by Municipality. Municipality may terminate this Agreement for convenience by giving Amtrak and NNEPRA written notice of such termination no less than ninety (90) days in advance of the date such termination takes effect. Upon such termination, Downeaster trains shall no longer stop in Dover, New Hampshire.

(c) Remedies. In the event of a failure by Municipality to abide by any of its obligations under this Agreement, the Downeaster's intermediate station stop in Dover, New Hampshire, may be suspended or terminated (in addition to such other rights and remedies that Amtrak and/or NNEPRA may have under this Agreement and under applicable law).

(d) Notice. Any notice or other communication in connection with this Agreement shall be in writing. Such notices shall be delivered by certified mail or by Federal Express (or a similar overnight delivery carrier) to the addresses set forth below:

To Amtrak:

National Railroad Passenger Corporation  
30<sup>th</sup> Street Station  
5<sup>th</sup> Floor SW  
Philadelphia, Pennsylvania 19104  
Attention: Director of Real Estate

With a copy to:

National Railroad Passenger Corporation  
1 Massachusetts Avenue, N.W.  
Washington, D.C. 20001  
Attention: General Counsel

To NNEPRA:

Executive Director  
Northern New England Passenger Rail Authority  
75 West Commercial Street, Suite 104  
Portland, Maine 04101-4631

To Municipality:

City Manager  
City of Dover  
288 Central Ave.  
Dover, New Hampshire 03820

With a copy to:

Attn: City Attorney  
City of Dover  
288 Central Ave.  
Dover, New Hampshire 03820

(e) Assignment. Municipality shall not assign this Agreement, or any of Municipality's rights or obligations under this Agreement, without the prior written consent of both Amtrak and NNEPRA.

(f) Amendment. This Agreement may be modified or amended only by means of a writing signed by all of the parties hereto.

(g) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New Hampshire (without regard to conflicts-of-laws principles that would require the application of any other law).

(h) Forum Selection. Each party agrees that any dispute arising under or related to this Agreement shall be litigated in the United States District Court for the District of New Hampshire. If that court lacks jurisdiction over the dispute, then the dispute shall be litigated in New Hampshire state court.



(i) Certain Former Agreements Replaced. This Agreement replaces and supersedes the 2001 Station Sponsor Agreement and the 2001 Amtrak Letter Agreement. As of the date hereof, the 2001 Station Sponsor Agreement and the 2001 Amtrak Letter Agreement both are hereby terminated and are of no further force or effect.

(j) Former Master Insurance Agreement. The former Master Insurance Agreement, dated as of June 1, 2001, to which NNEPRA and Municipality were parties, is obsolete and is of no further force or effect. NNEPRA shall continue to arrange for the multiple locations liability coverage described in Section 5(A) of the lease between Railroad and NH DOT, and Municipality shall reimburse NNEPRA for Municipality's pro rata share of the cost thereof, based on Downeaster passenger boardings at the station stop in Dover, New Hampshire, compared with Downeaster passenger boardings at all station stops in Maine and New Hampshire.

(k) Execution. This Agreement may be executed in multiple counterparts, and by each of the parties in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by electronic mail file attachment of any executed counterpart of this Agreement shall be deemed the equivalent of the delivery of the original executed instrument.

(l) Service Agreement. In the event that Amtrak and NNEPRA's obligations under this Agreement conflict with the terms of the Service Agreement, such obligations shall be governed by the terms of the Service Agreement.

*[signature page follows]*

IN WITNESS WHEREOF, Amtrak, NNEPRA, and Municipality have caused this Agreement to be executed as of the date first above written.

NATIONAL RAILROAD  
PASSENGER CORPORATION

By: Christopher Hartsfield  
Print Name: Christopher Hartsfield  
Title: AVP-Properties

NORTHERN NEW ENGLAND  
PASSENGER RAIL AUTHORITY

By: Patricia Quinn  
Print Name: Patricia Quinn  
Title: Executive Director

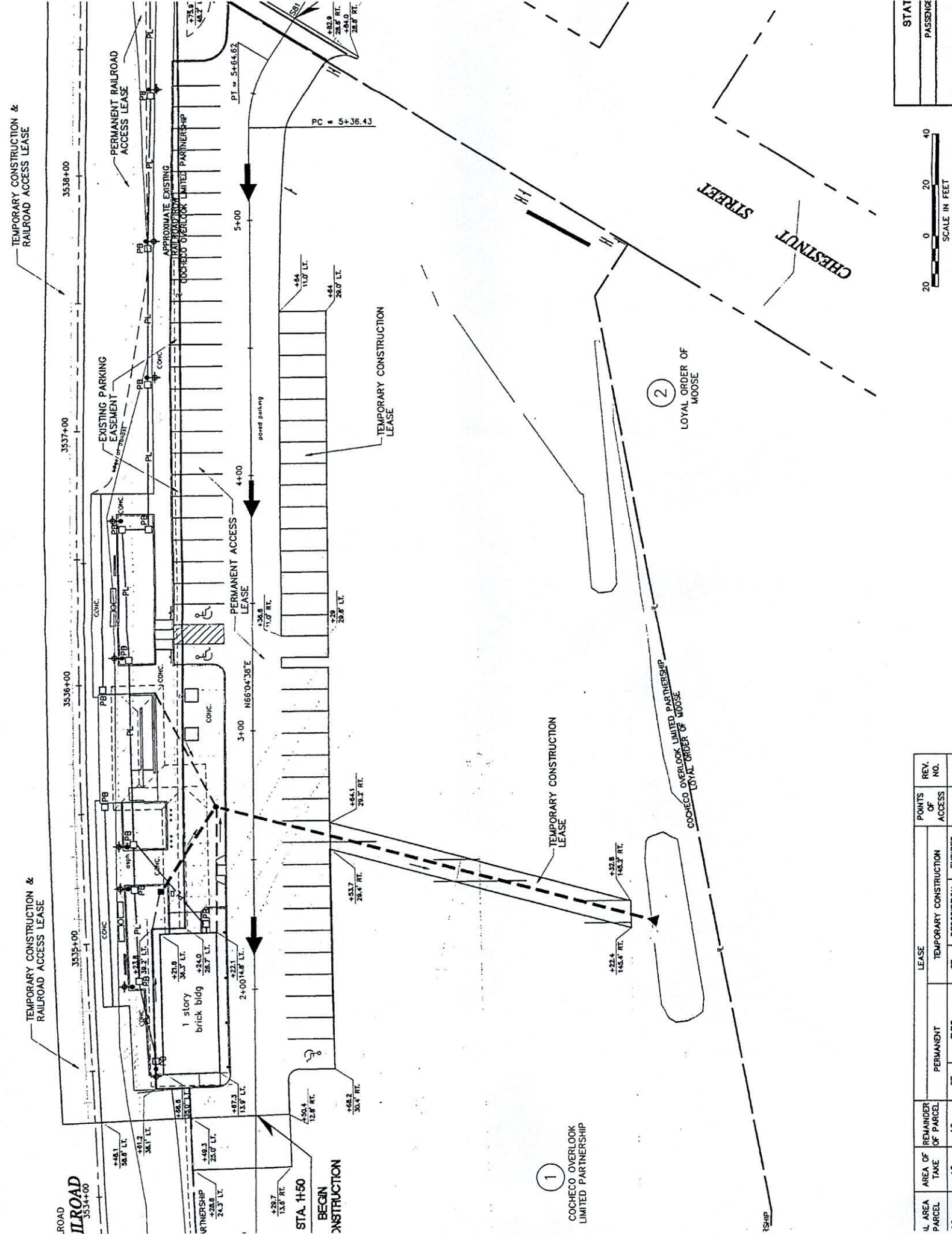
CITY OF DOVER, NEW HAMPSHIRE

By: [Signature]  
Print Name: D. M. [Signature]  
Title: City Manager

EXHIBIT A

Depiction of the Land

*[exhibit follows this cover sheet]*



STAT
PASSENGER



AREA OF PARCEL	AC	REMAINDER OF PARCEL	AC	LEASE	TEMPORARY CONSTRUCTION	POINTS OF ACCESS	REV. NO.

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COACHECO OVERLOOK LIMITED PARTNERSHIP

2  
LOYAL ORDER OF MOOSE

TEMPORARY CONSTRUCTION & RAILROAD ACCESS LEASE

PERMANENT RAILROAD ACCESS LEASE

EXISTING PARKING EASEMENT

APPROXIMATE EXISTING RAILROAD FROM COACHECO OVERLOOK LIMITED PARTNERSHIP

PERMANENT ACCESS LEASE

TEMPORARY CONSTRUCTION LEASE

TEMPORARY CONSTRUCTION LEASE

COACHECO OVERLOOK LIMITED PARTNERSHIP LOYAL ORDER OF MOOSE

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EXHIBIT B

Photographs of the Station Facility

*[exhibit follows this cover sheet]*



View from Parking Lot



View of access from parking



Stair and ramp access to high platform

Dover Station Facility — 33 Chestnut Street, Dover, NH



Low level platform — looking east



Low level platform — looking west



High level platform — looking east



High level platform — looking west

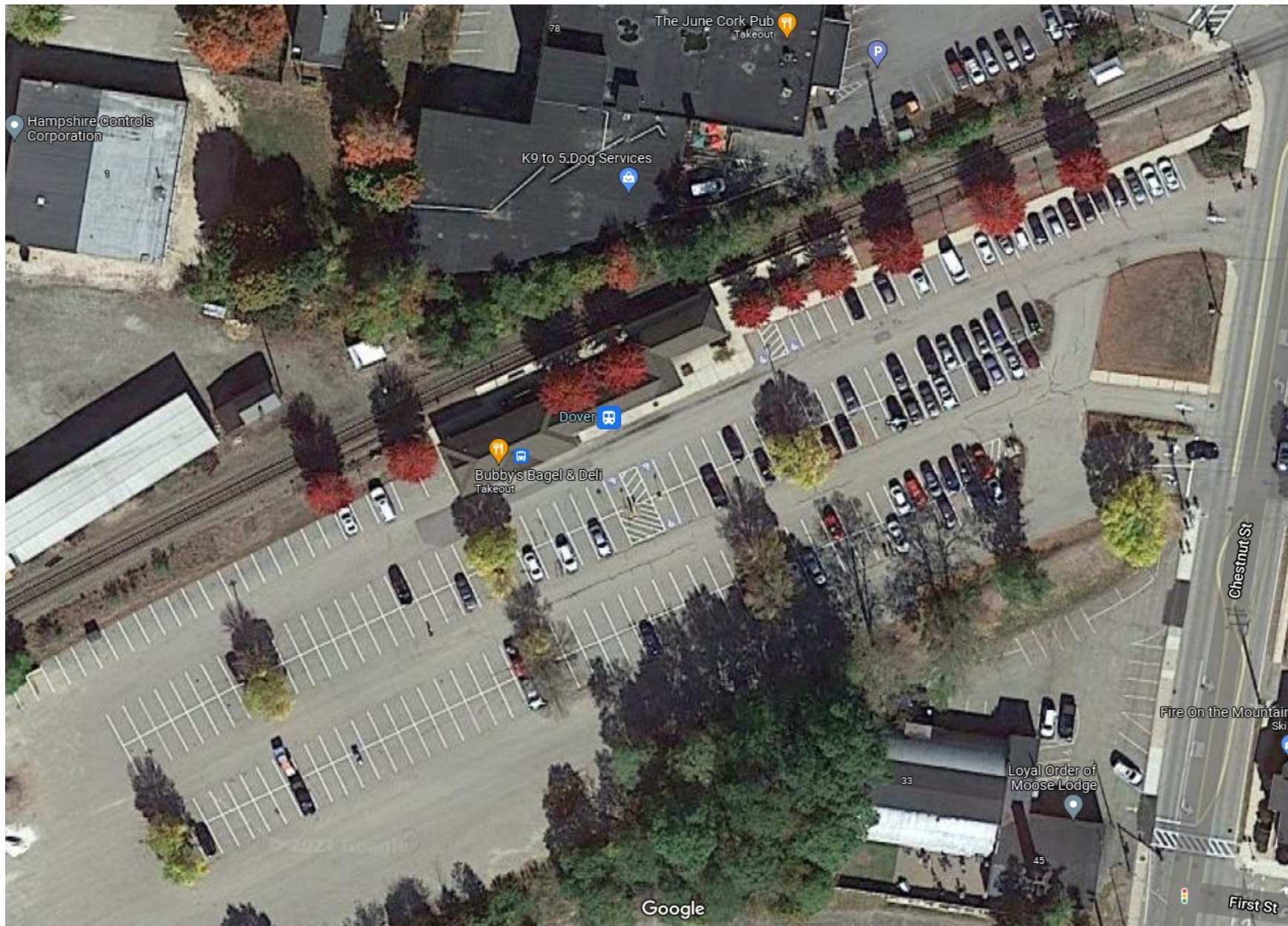
Dover Station Facility — 33 Chestnut Street, Dover, NH

EXHIBIT C

Aerial Photograph of the Station Facility and Surrounding Area

*[exhibit follows this cover sheet]*





Dover Station Facility —33 Chestnut Street, Dover, NH