

AGREEMENT made in duplicate this Eighth day of May, 1947, by and between BOSTON AND MAINE RAILROAD, hereinafter called the "Boston & Maine", and the SARATOGA AND SCHUYLERVILLE RAILROAD CORPORATION, hereinafter called the "Saratoga", both parties being corporations duly organized and existing under the laws of the State of New York.

WITNESSETH:

That WHEREAS the parties hereto desire to interchange freight at the Mechanicville Westbound yard of the Boston & Maine in the town of Stillwater, New York, and for that purpose it is necessary for the Saratoga to operate locomotives and cars on and over certain tracks as now owned and maintained by the Boston & Maine, as well as to operate on and over two new tracks or cross-overs to be installed, maintained and owned by the Boston & Maine, and

WHEREAS it is desired to make clear the rights and duties of the parties as to the maintenance and use of the tracks used for interchange of freight,

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

1. All tracks covered by this agreement are as shown on plan marked:

"BOSTON AND MAINE RAILROAD  
FITCHBURG DIV. MAIN LINE - HILL YARD  
MECHANICVILLE, N.Y.  
Scale 1" equals 200' Feb. 1946  
Office of Chief Engineer Boston "

blueprint copy of which is attached hereto and made a part of this agreement.

2. The track shown on said plan between the letters H and I is hereby designated as the "Interchange" track. The Boston and Maine shall deliver cars destined to the Saratoga on the Easterly end of said track H-I and the Saratoga shall place cars destined to the Boston & Maine on the Westerly end of the same track H-I.

3. The Saratoga shall have the right to use jointly with the Boston & Maine the following tracks of the Boston & Maine: track A-B-C, known as the Saratoga Branch track; track B-D,

known as the Wye track; and the H-I designated as the Interchange track, as well as the connecting track between I and D; also when installed and ready for operation, the connecting tracks or cross-overs E-F and G-H, all as shown on attached plan.

4. The Boston & Maine shall construct and maintain the two cross-overs described in the previous paragraph as E-F and G-H and as shown on attached plan. The Boston & Maine shall also maintain all other tracks covered by this agreement.

5. The Saratoga shall pay to the Boston & Maine the sum of One Hundred Sixty Dollars (\$160.00) annually as rental for the use of the two cross-overs E-F and G-H, payable in equal quarterly payments, the first payment to be made three (3) months from the date said cross-overs are placed in operation.

6. Cars shall be interchanged under the rules of the Association of American Railroads or as such rules may be modified in writing from time to time by the operating Vice Presidents and/or General Managers of the parties.

7. All operations of the Saratoga on the property of the Boston & Maine shall be confined to the tracks herein described, and shall at all times be under the direction and control of the operating representatives of the Boston & Maine and subject to the operating rules of said Boston & Maine. The Saratoga shall conform with the rules of the Interstate Commerce Commission governing inspection of steam locomotives or any motive power used by said Saratoga on any tracks of the Boston & Maine under the terms of this agreement. The Saratoga shall qualify all its agents and employees used in operating engines and cars on tracks of the Boston & Maine in the operating rules of said Boston & Maine, the work of qualifying said agents and employees of the Saratoga to be done by a designated representative of the Boston & Maine at the expense of the Saratoga.

8. Pending the time that the new cross-over tracks E-F and G-H are installed and ready for operation, the Saratoga shall be permitted to operate upon such other tracks of the Boston & Maine as are necessary to effect the interchange of

freight contemplated by this agreement, and all such operations outside the limits of the tracks covered by this agreement are to be performed under the direction and control of the operating representatives of the Boston & Maine and subject to the operating rules of said Boston & Maine.

9. The Saratoga and Schuylerville Railroad Corporation, for itself, its successors and assigns, hereby agrees to indemnify and hold harmless the Boston and Maine Railroad, its successors or assigns and its officers, agents and employees, against any and all loss, cost, damage or expense and against any claims for loss or damage to property, personal injury or death, caused by or arising out of its use of Boston & Maine tracks under the terms of this agreement, whether such loss or damage occurs to the Saratoga, its officers, agents or employees, to the Boston & Maine, its officers, agents or employees, or to others, unless such loss, damage or injury shall be due to the sole negligence of the Boston & Maine. The Saratoga and Schuylerville Railroad Corporation further agrees to procure and keep in effect during the full term of this agreement such bond or bonds covering the performance of its obligations under this agreement as are satisfactory to the Boston & Maine.

This agreement shall take effect as of the first day of February, 1946 and shall continue in effect for the term of one year and thereafter until terminated by either party on any day by thirty (30) days' written notice given to the other of intention to terminate.

IN WITNESS WHEREOF the Boston and Maine Railroad has caused these presents to be signed in its name and behalf by J. W. Smith, its Vice President, thereunto duly authorized, and the Saratoga and Schuylerville Railroad Corporation has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by John A. Long

its Vice President, thereunto duly authorized, on the day and year first above written.

BOSTON AND MAINE RAILROAD

T.GS.  
DSD  
GWB  
FWR

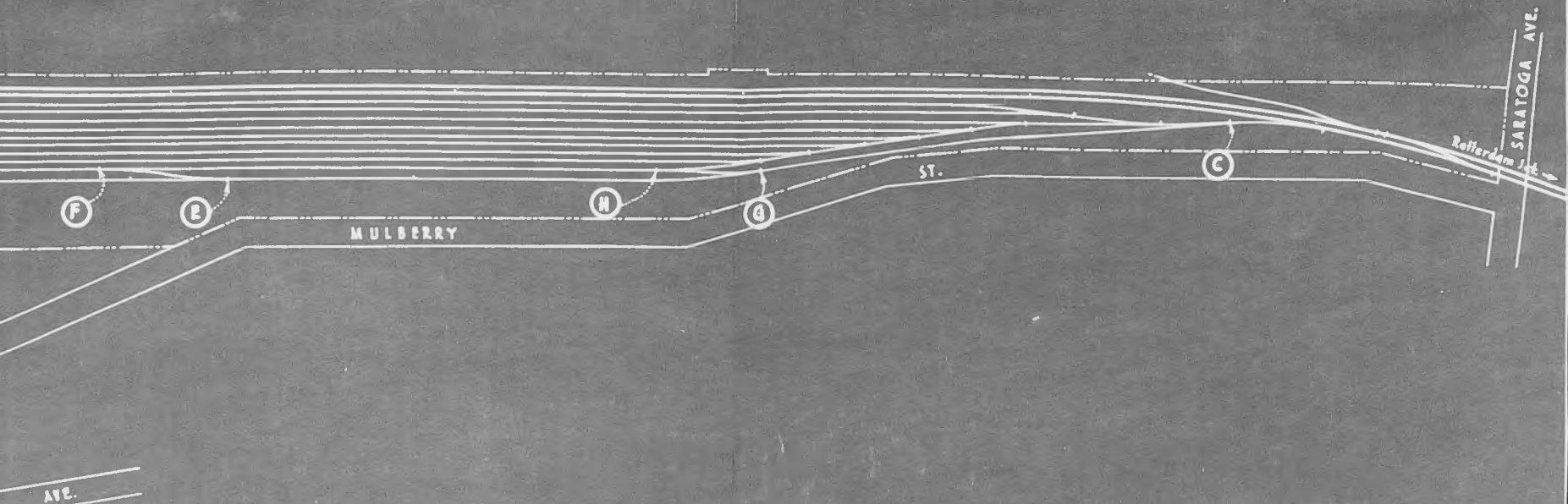
By (Sgd.) J W Smith  
Vice President

SARATOGA AND SCHUYLERVILLE  
RAILROAD CORPORATION (SEAL)

By (Sgd.) John A Long  
V. Pres.

Form Approved  
J.B.S.

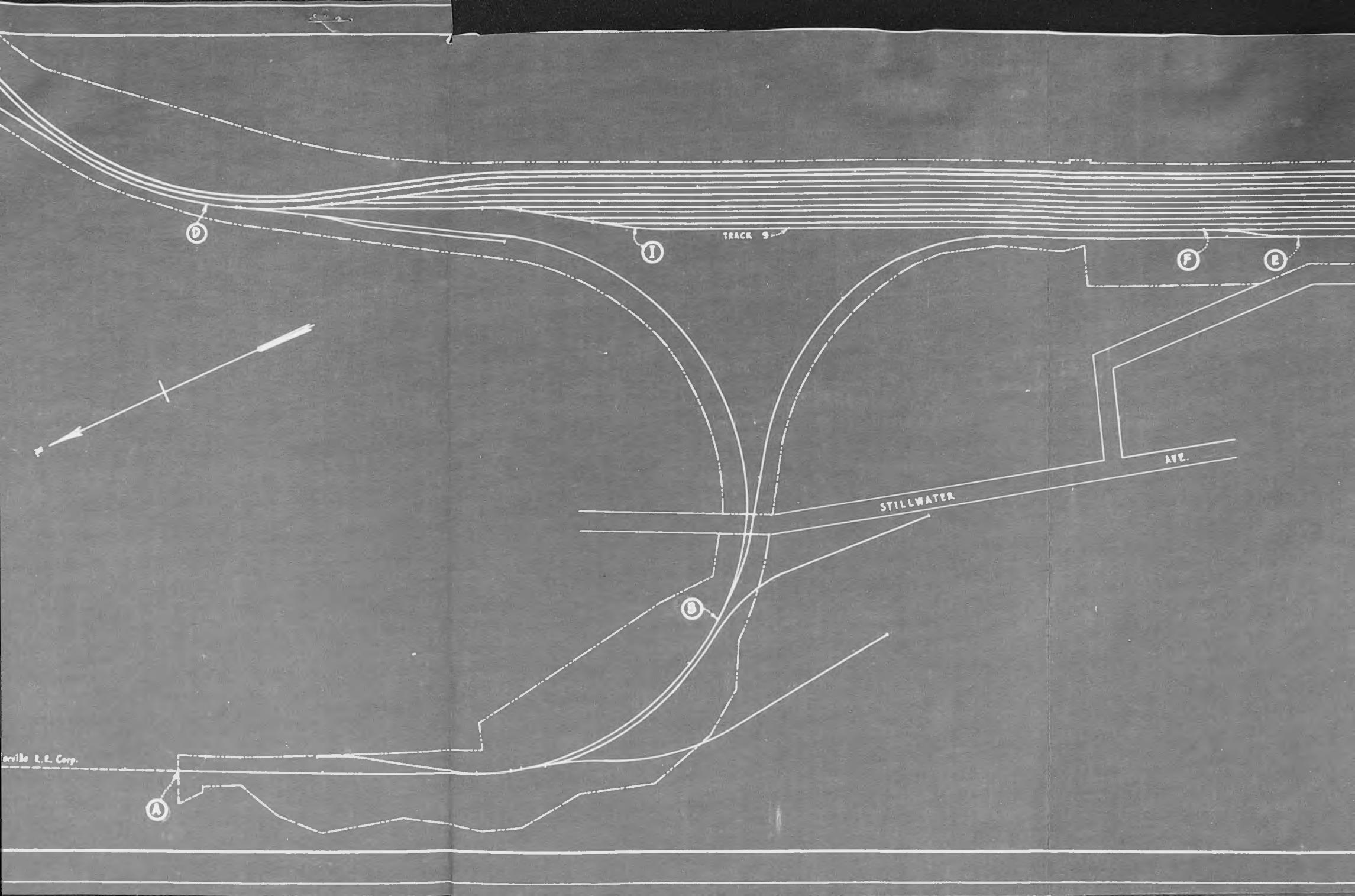
Execution Approved  
J.B.S.



Sheet	14	Total	17
File	1	File	25

BOSTON AND MAINE RAILROAD  
 FITCHBURG DIV. MAIN LINE - HILL YARD  
 MECHANICVILLE, N. Y.

SCALE: 1" = 200'  
 FEB. 1946  
 OFFICE OF CHIEF ENGINEER BOSTON



TRACK 9

STILLWATER

AVE.

A

B

I

D

F

E

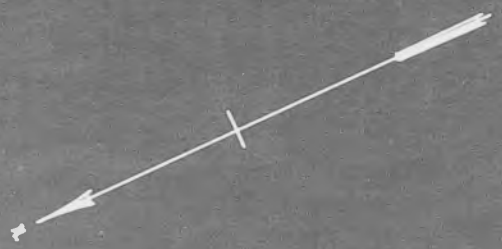
Stillwater R. R. Corp.

Stillwater  
Poulin

(D)

(I)

TRACK 9



(B)

Saratoga & Schuylersville R.R. Corp.

(A)

