

Questions Received During Pre-Proposal Conference (in order of receipt):

1. *Would the rights to real estate revenue be included in any transaction?*

Cultivation, access, and other lease revenues for the non-operating right-of-way will remain with VCTC to cover property management costs within the railroad corridor outside of the operating right-of-way. The current RFP is focused on the railroad operating right of way (15' to either side of the centerline of any rail track).

2. *Please provide the trail project maps and trail project requirements and what responsibility operator has and liability for the trail.*

The recreational trails are located outside of the operating right-of-way. VCTC has agreements with the Cities where trails have been constructed to cover liability and maintenance of the trails. The Rail Services Operator will not be responsible for the recreational trails, but will be expected to coordinate its activities with those of the Santa Paula Branch Line Recreational Trail.

The Santa Paula Branch Line Recreational Trail Master Plan and Trail Maps are available at:
https://www.goventura.org/wp-content/uploads/2020/11/SPBL_RecTrail_Trail-Segments-Maps.pdf.

3. *Will the operator then be able to charge Private Crossing maintenance fees since it is in the 15 ft. lease?*

No. Private crossing agreements have already been negotiated with the adjacent property owners.

4. *How often has the excursion train run during normal operating times?*

Fillmore & Western provided occasional excursion trains during the week, with more regular service on the weekends and seasonally. Seasonal trains have included pumpkin trains, holiday trains, and the Polar Express.

5. *Does VCTC have private road crossing agreements and indemnification for the operator of the rail line that is typical of railroad private crossing agreements for maintenance of the crossing making the private crossing lease holder responsible for the maintenance?*

Private Grade Crossing Agreements are typical of those found on other rail properties. The terms of the agreements vary by lessee, with agreements dating back to the establishment of the railroad. Where new crossings are constructed, VCTC has established updated agreements and indemnification.

6. *Will VCTC allow for the subleasing of rail facilities by the operator for other rail related enterprises? We are the Museum of Handcar Technology (handcar.com) and we are looking to join up with a railroad operator that is submitting a proposal for the Branch Line.*

Yes. VCTC encourages partnerships, and precedent exists for sub-leases and partnerships on the Line.

7. Will the CPUC signal maintenance revenue received by VCTC be shared with the operator? For signal maintenance on the new operator's segment.

Signal maintenance revenue sharing is negotiable. In the past, signal maintenance revenue has been shared with the current operator to use for signal maintenance.

8. Who owns the depot in Fillmore?

The City of Fillmore owns much of the depot property, with portions owned by VCTC. The City of Fillmore is currently leasing its depot property to the current rail operator (Fillmore & Western).

9. Would VCTC be open to a proposal committing the operator to assume additional responsibility for the other corridor maintenance and policing obligations you listed earlier?

Yes, VCTC will entertain a proposal to this end, and such arrangements would be negotiable.

10. Will there be public/private grant opportunities to improve railroad infrastructure that VCTC will assist in applying for?

VCTC will provide letters of support for applications made by railroad operator for grant opportunities at the State or Federal level. VCTC does not have revenue streams to provide local match for such grants, as the Commission has directed that public transit resources will not be directed to the Branch Line.

11. Will VCTC follow FRA guidelines on Rails to Trails?

Yes. VCTC will follow FRA (and California Public Utilities Commission (CPUC)) guidelines on Rails to Trails.

12. Are there any restrictions on the type of freight service and rail car storage on the Branch Line?

No, however FRA and CPUC operating guidelines must be followed for movement of various types of freight (i.e. hazardous cargo).

13. Will the Option 2 Mile Post be posted? Current option 2 does not show Mile Post.

As noted in the RFP, Option 1 would include Proposer's inspection and maintenance plan for their own proposed operations, and include any anticipated additional inspection and maintenance required between MP 404.70 (Bristol Rd.) and MP 415 in Santa Paula as needed to support Union Pacific access to freight customer at Santa Paula.

Option 2 would include Proposer's inspection and maintenance plan for their own proposed operations (no additional work to support Union Pacific operations). Option 2 would cover the Proposer's activities for whatever portion of the line between Mile Post 403.20 to 431.90 that the Proposer intends to utilize, without any additional inspection and maintenance from Mile Post 404.70 – Mile Post 415.00 required to serve Union Pacific access to the freight customer in Santa Paula. Generally speaking, the Union Pacific access area extends from Montalvo to Santa Paula.

14. Would the VCTC assist the operator in working with Union Pacific railroad in allowing the operator to provide the freight service to the one existing customer?

Yes, VCTC has historically supported the current operator in efforts to develop an intercarrier agreement with Union Pacific. VCTC's willingness does not in any way commit Union Pacific to any particular course of action.

15. Would VCTC allow the construction of additional track along the right of way?

VCTC would consider, subject to negotiation, the construction of additional track within the right-of-way.

16. Would the VCTC assist the operator in working with the various economic development groups to bring new business to the railroad?

Yes, VCTC has in the past and will continue to work with local economic development groups, the real estate community, and others to support business development on the Branch Line. VCTC works hard to be responsive to requests for rights of entry and other actions related to everything from pumpkin patches to movie shoots.

17. Does VCTC have any additional land available to construct Repair facilities and Storage Buildings along the Right of Way?

VCTC has relatively limited excess land along the Branch Line. Certain places do have additional right-of-way beyond the 100' corridor. Parcel maps depicting the right-of-way dimensions are available as RFP Exhibit E at: https://www.goventura.org/wp-content/uploads/2020/10/ATTACHMENT-ITEM10_Exhibit-E_Right-of-Way-Property-Maps.pdf.

18. Is the operating agreement with Union Pacific available for review?

Yes, the Operating Agreement is available as Exhibit D at: https://www.goventura.org/wp-content/uploads/2020/10/ATTACHMENT-ITEM10_Exhibit-D_Usage-Agreement.pdf.

19. If the contract is granted to only option 2 of the RFP, will the maintenance performance bond only be needed for that segment, not the entire SPBL?

Yes, subject to negotiation. Currently, VCTC does have an obligation to inspect and maintain the railroad tracks from Mile Post 404.70 – Mile Post 415.00 to serve Union Pacific access to the freight customer in Santa Paula, which extends from Montalvo to Santa Paula.

20. Will VCTC provide a list of participants to this meeting?

Yes, the list will be made available to pre-proposal conference participants by email.

21. In previous VCTC meetings there was an estimate of \$1.25+ million needed for current bridge repairs. Will VCTC assist in any current repairs needed prior to a new operator taking control?

No. VCTC funding for public transit will not be made available for repairs to existing infrastructure on the Branch Line.

22. Does VCTC have agreements with Metrolink at Montalvo for use of any Metrolink trackage?

VCTC is the owner of the track on which Metrolink operates/controls at Montalvo. As a member agency of the Southern California Regional Rail Authority (Metrolink) VCTC may facilitate/coordinate between trackage that Metrolink maintains on behalf of VCTC for commuter rail operations and a future railroad operator on the Santa Paula Branch Line.

23. You stated that VCTC will maintain the ROW outside of the 15' from centerline of the track, will it be in compliance with FRA and CPUC requirements?

Yes, VCTC actively maintains the non-operating right-of-way through contracts with weed abatement contractors and arborists. The weed abatements and arborists are well aware of the requirements of both FRA and CPUC. The Proposer's operating right-of-way includes the 15' on either side of the centerline of the railroad tracks.

24. If there is a legal issue pertaining to the Right of Way, is VCTC responsible for legal fees and protection of railroad rights or the operator?

This is negotiable. Under the current arrangement, the rail operator indemnifies and defends along most of the track that they operate on.

25. Will VCTC assist operator in disputes with landowners and water districts and debris flow?

VCTC wants to be good partners. In the past we have worked with public agency partners to identify win-win solutions. In the future, in the spirit of partnership, we will work with a rail operator to find solutions to problems that arise.

26. How do you propose to handle homeless encampments along SPBL?

Under current Centers for Disease Control and Prevention guidelines to prevent the spread of COVID-19 into the community, VCTC has refrained from removing homeless encampments in the non-operating right-of-way. VCTC has worked with its weed abatement and arborist contractors to mitigate the impacts of any homeless encampments within the right-of-way, and is working proactively with the County, City of Santa Paula, and other partners to plan for and mitigate the impacts of encampments within the right-of-way.

Once the COVID-19 restrictions ease, VCTC will abide by General Counsel legal opinion and case law that allows removal of homeless encampments from the railroad right-of-way in the interest of public safety.

27. Will the VCTC address the homeless situation outside of the 15 ft?

See above answer to #26 above.

28. Are there any other lease agreements that need to be negotiated with either Santa Paula or Fillmore to operate on the Branch Line?

No. VCTC owns the railroad right-of-way, so the negotiation is with VCTC. Negotiations with the Cities of Santa Paula or Fillmore regarding use of the depots or related properties may be needed, but the lease for railroad operations rests with VCTC.

SPBL RFP Questions Received by November 4th Deadline and Answers

29. Will the new operator be guaranteed that the other segment from Santa Paula to Montalvo will stay operational during the term of the contract?

The Proposer is responsible for maintaining and operating all segments of the SPBL required to support its operation.

30. Will the CPUC signal revenue received each year by VCTC be shared proportionally with the new operator?

See response to Question 7 above.

31. Pg. 5 of RFP. Exactly what types of allowances for the Rails & Trails is VCTC looking for?

See response to Question 11 above.

32. Pg.7 of RFP. Will the new operator be granted the opportunity to petition the FRA it's own version of the General Code of Operating Rules (GCOR)? The current operator has a modified version of GCOR to suit its unique position as a shooting location for the entertainment industry. The FRA reviewed and granted the current operator a modified version of the standard GCOR.

This is negotiable.

33. Will VCTC continue to pay for the annual FRA required bridge inspections for the entire SPBL?

No

34. If VCTC does not pay for the bridge inspections will the new operator only be required to pay for the annual bridge inspections that it operates on?

The operator will be responsible for bridge inspection compliance for all bridges/structures within the mileposts identified within the operating/lease agreement.

35. If the new operator is required to pay for the bridge inspections will the new operator be given the opportunity to secure its own qualified bridge inspection company?

Yes

36. Will the one-year maintenance bond only be required for the portion of track that the new operator runs on?

No. The one-year maintenance bond will be required for entire length of track under lease/operating agreement.

37. Will the new operator be given the opportunity to enter into a maintenance agreement for the other segment of track it does not operate on?

This is negotiable.