

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF VERMONT

VERMONT RAILWAY, INC.,)	
Plaintiff,)	
)	
v.)	Civil Action No. 2:16-cv-16-wks
)	
TOWN OF SHELBURNE and)	
JOE COLANGELO in his capacity)	
as Town Manager and)	
Zoning Enforcement Officer,)	
Defendants.)	

**AFFIDAVIT OF GARY VON STANGE IN SUPPORT OF TOWN OF SHELBURNE’S
MOTION FOR A STAY OF JUDGMENT, TEMPORARY RESTRAINING ORDER,
RELIEF FROM THE COURT’S JUNE 29, 2016 OPINION AND ORDER AND
EXPEDITED DISCOVERY AND HEARING**

NOW COMES Gary von Stange, Chairman of the Town of Shelburne Selectboard, and hereby swears that the following is true and of his own personal knowledge:

1. I am the Chairman of the Town of Shelburne (“Town”) Selectboard.
2. On or about Wednesday September 14, 2016, I became aware of the Vermont State Infrastructure Bank (hereinafter “Bank”) minutes of August 10, 2016. (Attached to the Town’s Motion for Stay of Judgment, Temporary Restraining Order, Relief From Court’s June 29, 2016 Opinion and Order and Expedited Discovery and Hearing, hereinafter “TRO Motion”).
3. Theses minutes demonstrate that the Bank Board reviewed and approved an application for a One Million Four Hundred Fifty Seven Thousand Eight Hundred Eighty Three Dollar (\$1,457,883.00) loan for Barrett Trucking “to fund a portion of the construction of a transload intermodal facility located on land owned by Vermont Railway (VTR) in Shelburne Vermont with the Project consisting of a rail spur, salt shed (approximately 47, 250 sf), unloading pit,

truck scale, office trailer and equipment staging area.” TRO Motion Exhibit A at 3-4.

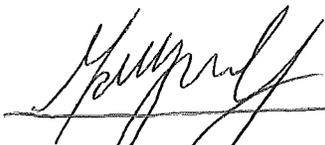
4. The minutes also show a 2.5 million dollar (\$2,500,000.00) loan to Barrett Trucking, Inc. from “MB,” which, upon information and belief, is Merchant’s Bank, for total project costs of Five Million Five Hundred Thirty Five Thousand Eight Hundred Sixty Three Dollars (\$5,535,863.00). *Id.*

5. If a portion of the Property is developed by Vermont Railway and Barrett Trucking without the required Town land use oversight, the Town will be irreparably harmed because the aspects of the project that the Town would otherwise be entitled to regulate will already be built and developed. The Town will be stripped of its lawful, regulatory authority and will be left to retroactively redress wrongs that may have been perpetrated as opposed to prospectively regulating.

6. Substantial development is occurring on the property on an ongoing basis.

FURTHER AFFIANT SAYETH NAUGHT.

Dated at Shelburne, VT this 17th day of September 2016.



Gary von Stange

Subscribed and sworn before me this 17th day of September, 2016.



Notary Public
My commission expires: 2/10/19