

APPLICATION FOR TEMPORARY ENTRY PERMIT

Before submitting your application please read the IMPORTANT NOTICE REGARDING TEMPORARY ENTRY
(NON-REFUNDABLE APPLICATION FEE \$1,950.00 Due with submittal of Application)

The above application fee is NON REFUNDABLE and does not include special handling fees, flagmen/inspector costs/fees or any additional field costs incurred.

All applications are to be submitted with a VERY DETAILED letter outlining the purpose, time frame, method and path of entry along with a completed Projected Scope Of Work form. If a previous property owner has granted entry to railroad property, a copy of the legally binding document granting entry onto railroad property must also be submitted, along with a detailed drawing referencing the Railroad Milepost or Public Street crossing.

Only 8½" x 11" or 8½" x 14" or 11"x 17" size drawings will be accepted. Railroad may request drawing to be simplified and/or superimposed over standard Val maps which can be picked up at the Railroad Office @ \$100.00 each.

NO VERBAL approvals will be granted and NO ENTRY upon NHRR property may proceed until Licensee is in receipt of a fully executed Entry Permit and authorization from the NHRR's Operations Department.

Licensee shall become familiar with and strictly adhere to all NHRR Safety Rules, regulations and the requirements of NHRR's ROW-1 or other applicable specifications.

NAME OF LICENSEE: _____

(Exact name to be shown on Entry Permit)

LICENSEE IS: Individual Municipality Corporation Other _____

LICENSEE MAILING ADDRESS:

SEND DOCUMENT TO: (if other than Licensee)

Attention: _____

Attention: _____

Title: _____

Title: _____

Phone (____) _____

Phone (____) _____

Fax (____) _____

Fax (____) _____

Cell Phone: (____) _____

Cell Phone: (____) _____

Email Address: _____

Email Address: _____

ACCESS NEEDED (maximum 60 days unless otherwise authorized)

Beginning Date: _____ Ending Date: _____

LOCATION INFORMATION:

City Town Village: _____

Township: _____ County _____ State _____

Footage (_____) Direction N / S / E / W from NHRR Milepost # _____ or centerline of Public Highway Crossing or Bridge Name _____ Number _____

SEND ALL APPLICATIONS TO: New Hope Railroad Operations Department 32 West Bridge St. New Hope, PA 18938

~~WARNING~~ Extreme caution is to be used in excavation due to the possibility of the existence of Fiber Optic Cables along PN right of way. Any damage to the Fiber Optic Cables will be the sole responsibility of the Licensee. In compliance with the State Law, prior to commencing work, the Contractor is to notify State "One Call", Call before You Dig.

ROW-1
REV. April 1, 2021

SPECIFIC
REQUIREMENTS FOR
WORKING ON THE
NEW HOPE RAILROAD
RIGHT OF WAY

SCOPE

It must be clearly understood that NHRR uses its right of way for the primary purpose of operating a railroad. All work shall therefore be done in a manner such that the rail operations and facilities are not interfered with, interrupted or endangered. In addition, any facilities that are a result of the proposed work shall be located to minimize encumbrance to the right of way so that NHRR will have unrestricted use of its property for current and future operations.

The sponsor of the project shall be ultimately responsible for assuring that its agents, consultants, contractors and sub-contractors fully comply with the specifications contained herein. The term "sponsor" used throughout these specifications shall mean the sponsor, its employees, its agents, consultants, contractors, sub-contractors, etc.

The following terms and conditions shall apply to any project which requires performance of work on the right of way or other property of NHRR.

RIGHT OF ENTRY ON NHRR PROPERTY

No entry upon NHRR property shall be permitted without the proper authorization by NHRR to the sponsor in the form of an agreement or a proper permit to enter prepared by NHRR. The applicant shall pay the associated fees and execute the permit to enter prior to entering NHRR property. The location and design of that portion of the access route to the project site that is on NHRR property shall be shown clearly on any plans for the project and approved by NHRR. It is to be clearly understood that the issuance of a permit to enter does not constitute authority to proceed with any construction work. Construction cannot begin until a formal agreement between NHRR and the sponsor is executed, and the sponsor receives permission from NHRR Operations Department to proceed with the work.

INSURANCE

In addition to any other forms of insurance or bonds required under the terms of any contract or specifications and except to the extent that any of the requirements of this section are expressly waived or revised in writing by NHRR, prior to the commencement of any work, contractor, at his own cost and expense, shall maintain insurance of the following kinds and amounts and deliver to NHRR satisfactory evidence of such insurance **as indicated herein:**

1. Public Liability Insurance

Public Liability Insurance, including contractual liability insurance of not less than \$5,000,000 combined single limit for bodily injury and/ or property damage for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. NHRR shall be named as an additional insured under this insurance.

2. Automobile Liability Insurance

Automobile Liability Insurance with a limit of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per

occurrence. NHRR shall be named as an additional insured under this **insurance.**

3, Worker's Compensation/Employers' Liability Insurance

Employers' Liability and Occupational Disease Insurance with limits of \$1,000,000 each accident, \$1,000,000 policy limit and \$1,000,000 each employee. Such policy shall include a waiver of subrogation in favor of NHRR.

4. General Contractors Pollution Legal Liability Insurance.

General Contractor's Pollution Liability Insurance with limits of not less than \$5,000,000 per occurrence/\$5,000,000 aggregate bodily injury, property damage and cleanup expenses resulting from pollution conditions, NHRR shall be named as an additional insured under this insurance.

5, Railroad Protective Liability Insurance

With respect to the operations performed by it or any of its' subcontractors, contractor shall provide Railroad Protective Liability Insurance (ISO-RIMA FORM) in the name of New Hope Railroad, with a limit of not less than \$2,000,000 per occurrence, combined single limit for bodily injury and/ or property damage, for damages arising out of bodily injuries to or death of all persons and for damage to or destruction of property, including the loss of use thereof. Such insurance shall also contain an aggregate of not less than \$6,000,000 for damages arising out of more than one occurrence. * NHRR shall be the "Named Insured" on this policy.

The insurance specified above shall be carried until the project is satisfactorily completed and formally accepted by NHRR. The above indicated insurance coverages shall be effected under standard form policies issued by insurers of financial responsibility that are rated "A" or better by Best's Insurance Report, "AA" or better by Standard & Poor's Insurance Rating Service, and "Aa" or better by Moody's Investors Service. NHRR reserves the right to reject as inadequate any insurance coverage provided by an insurance company that is rated less than the ratings above by any of the aforementioned rating services. The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of the project, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the project and when **the insurance was in force.**

Contractor shall furnish NHRR with certificates of insurance evidencing the insurance coverages required in sections 1,2,3, & 4 and shall also furnish the original Railroad Protective Liability Insurance policy referred to in Section 5 at least thirty (30) days prior to commencement of the project. All insurance policies shall be endorsed to provide that the insurance company shall give thirty (30) days prior written notice to NHRR if the policies are to be terminated or if any changes are to be made which shall in anyway affect the insurance requirements of the project. Certificates, policies or notices should be sent to: New Hope Railroad Attn: Operations Manager, 32 West Bridge Street, New Hope, Pa 18938.

CHANGES IN RAILROAD FACILITIES

Temporary and permanent changes of signal, communication, power transmission lines, trailers, drainage and other railroad facilities required in connection with the project to clear temporary and/ or permanent work of the sponsor as shown on the approved construction plans, shall be made or caused to be made by NHRR at the sole cost and expense of the sponsor in accordance with NHRR's force account estimate. Any other changes made or services furnished by NHRR at the request of the sponsor shall be the sole cost and expense of the sponsor.

ATTACHMENTS TO RAILROAD BRIDGES AND STRUCTURES

At NO time shall attachments of any type be applied to railroad bridges or structures.

PROTECTION OF RAILROAD OPERATIONS

The sponsor shall conduct the work in such a manner as to safeguard the operations, facilities, right of way and property of NHRR. All work affecting the above items shall be subject to the approval of NHRR. The sponsor's operations adjacent to, over or under NHRR's tracks, facilities, right of way, and property shall be governed by NHRR's standards and by such other requirements as specified by NHRR's representative so as to insure the safe operation of trains, prevent delay to trains and insure the safety of all concerned, including the sponsor's forces.

An operating track shall be considered obstructed or fouled when any object is brought closer than fifteen (15) feet (4.6m) horizontally from the centerline of track and projects above the top of the tie or as determined by NHRR's representative. A power line shall be considered fouled when any object is brought to a point less than eight (8) feet (2.5m) therefrom. A signal line shall be considered fouled when any object is brought nearer than six (6) feet (1.8m) to any wire or cable. Cranes, trucks and other equipment shall be considered as fouling the track, power line or signal line when failure of equipment, whether working or idle, with or without load, will obstruct the track or other NHRR facilities.

Equipment used by the sponsor shall be in first-class condition to preclude any failure that would cause interference with the operation of NHRR trains or damage to its facilities. The sponsor's equipment shall not be placed or put in operation adjacent to the tracks or facilities of NHRR without obtaining clearance from NHRR's representative. All such equipment shall be operated by the sponsor in a manner satisfactory to NHRR. No equipment or material shall be stored on NHRR property.

In general, a hazard occurs and a flagman is necessary on any NHRR property in the following circumstances:

1. The driving of sheeting or piles within twenty five (25) feet (7.6m) of the tracks.
2. The removal or demolition of all or part of an overhead or adjacent structure.
3. The erection of any structural material.
4. The performance of any other operation that could obstruct or foul (as described above) the tracks or other facilities of NHRR as determined by NHRR's representative.

Minimum overhead and lateral clearances as specified by NHRR, shall be maintained during the performance of all work. Existing overhead and lateral clearances shall be

Maintained during construction unless a temporary reduction in clearance for construction purposes is approved, in writing, by NHRR. The sponsor shall erect a highly visible construction fence no closer than fifteen (15) feet (4.6m) from the centerline of the track through the work area to insure that the lateral clearance requirement is being met.

All wire and attachments shall be treated as live unless notified by NHRR's representative that same have been grounded and de-energized. Particular attention shall be given to the use of hand lines containing metal strands which cannot be used when working near or above exposed live wires. When working over wires, tools and materials not in use shall be stored in a manner to prevent them from falling. Tools and materials shall not be thrown to or by men working over wires. The sponsor shall be responsible for locating and protecting all underground facilities.

Painting and paint removal procedures shall be approved by NHRR and inspected by NHRR's representative prior to beginning the work over railroad right of way. The sponsor shall protect the track structure and railroad property from any material used in conjunction with performing the work. A flagman shall be required whenever the above described work fouls or is likely to foul the track, as previously defined.

The sponsor shall give notice to NHRR's Operations Department at least fourteen (14) days in advance of the time work is to be commenced. NHRR shall assign, at the sole cost and expense of the sponsor, conductors and/ or flagmen, or other similar qualified employees to protect NHRR's trains and facilities when in the opinion of its representative, the construction work will cause or may cause a hazard to NHRR facilities and the safe operation of trains. No operations of the sponsor shall be carried out without all the necessary protection to properly safeguard the work.

The minimum hours per day for railroad employees engaged in flagging service shall be eight (8) hours. The overtime rate will be charged for all time in excess of eight (8) hours. Flagmen are paid from the time they leave the New Hope Railroad Office until they arrive back at the Office. No conductor or flagman may remain on duty longer than ten (10) hours in any twenty-four (24) hour period.

The providing of flagmen or inspectors or the taking of other precautionary measures, shall not, however, relieve the sponsor from liability for payment of damages caused by their operations. The sponsor must obtain permission from the flagman before fouling or obstructing any track.

The sponsor shall be responsible for damage to NHRR facilities or property arising out of the execution of its work. NHRR shall undertake any necessary repair work at the sole cost and expense of the sponsor. Billing for the work shall be in accordance with NHRR's standard billing procedures.

RAILROAD ENGINEERING AND INSPECTION

NHRR, at its sole discretion, may assign an engineer or inspector for the general protection of railroad property and operations during the construction of the project. This inspection service shall be supplied at the sole cost and expense of the sponsor.

PAYMENT OF RAILROAD SERVICES

It is a requirement that the sponsor shall reimburse NHRR in full for work undertaken by NHRR in accordance with any provision of these special requirements. Final contract payment shall not be made by the sponsor to its contractor, sub-contractor, consultant or agent, until NHRR certifies that all railroad bills against them, if any, have been paid in full.

TEMPORARY GRADE CROSSING

Under most circumstances, a grade crossing of our track will not be permitted. Should the sponsor demonstrate a necessity for a temporary grade crossing of NHRR's tracks, the sponsor shall be required to apply for and execute the standard private grade crossing agreement for each crossing required. Application for the crossing shall be made to NHRR at least twelve (12) weeks before the crossing is required and addressed to:

New Hope Railroad
Operations Department
32 West Bridge Street, New Hope, Pa 18938

A letter size plan showing the location, size, construction details, and access to the requested crossing should accompany the letter of application. The plan shall be fully detailed and dimensioned with all NHRR facilities shown and referenced. The sponsor shall state the purpose for which the crossing is needed and the expected life of the crossing. All application fees, construction, maintenance, protection and removal costs shall be at the sole cost and expense of the sponsor. The roadbed and all other NHRR facilities will be restored to the original condition subject to the approval of NHRR's designated representative.

ALL FEES MUST BE PAID IN ADVANCE OF ANY PROJECT COMMENCING

INSPECTOR RATES:

ALL INSPECTOR FEES ARE DUE NO LESS THAN 14 DAYS IN ADVANCE OF START DATE.
Emergency rates will be charged for the request of an inspector with less than 14 days' notice.

Monday – Friday:

Minimum 6 hr. day charge - \$1,00.00 per day IN ADVANCE
8 hr. day charge - \$1,200.00 per day IN ADVANCE
10 hr. day charge - \$1,400.00 per day IN ADVANCE
12 hr. day charge - \$1,600.00 per day IN ADVANCE

Saturday – Sunday:

Minimum 6 hr. day charge - \$1,400.00 per day IN ADVANCE
8 hr. day charge - \$1,700.00 per day IN ADVANCE
10 hr. day charge - \$1,900.00 per day IN ADVANCE
12 hr. day charge - \$2,300.00 per day IN ADVANCE

Emergency Inspector Rate:

Minimum 6 hr. day charge - \$1,600.00 per day IN ADVANCE
8 hr. day charge - \$2,000.00 per day IN ADVANCE
10 hr. day charge - \$2,400.00 per day IN ADVANCE
12 hr. day charge - \$2,800.00 per day IN ADVANCE

OVERNIGHT Inspector Rate:

Minimum 6 hr. day charge - \$1,400.00 per day IN ADVANCE
8 hr. day charge - \$1,800.00 per day IN ADVANCE
10 hr. day charge - \$2,200.00 per day IN ADVANCE
12 hr. day charge - \$2,400.00 per day IN ADVANCE

NOTE: Travel time is included, however, it is a maximum of 2 hours per day, if there is additional travel expected, there will be additional costs for the extra time associated with the travel.

PERSONNEL & EQUIPMENT RATES:

Delay of Train \$1,000.00 (Due to any blockage or obstruction of railroad)
Dispatcher - \$1,600.00 per day
Engineer - \$1,500.00 per day
Conductor - \$1,250.00 per day
Back Hoe & Operator - \$1,750.00 per day
Maintenance of Way Supervisor - \$1,800.00 per day
Maintenance of Way Personnel - \$850.00 per day – Per man
Signal Maintainer - \$950.00 per day
Hi-Rail Truck - \$200.00 per day

APPLICATION and Research RATES:

Temporary Entry Permit \$950.00
Application for Pipe Or Wire Occupation: Traverse \$1,000.00 Longitudinal \$2,000.00
Cash Deposit for Construction Project: \$10,000.00
Copy of Valuation Map Sheet \$100.00 per sheet
Research (rate varies depending on request)
Lease Preparation Fee \$600.00 per lease

PROCEDURE FOR REQUESTING INSPECTORS ON RAILROAD PROPERTY

- Contractor or other persons requesting access to Railroad property must have a qualified Railroad Inspector with them 100% of the time they are occupying Railroad property.
- Contractor submits a request and fee payment (SEE INSPECTOR FEE SCHEDULE) for an inspector **NO LESS THAN 14 DAYS IN ADVANCE OF BEGINNING OF CONSTRUCTION**. The Inspector Request Form which must be filled out in detail by Contractor. Contractor will send a detailed letter explaining why they need to be on Railroad property. Request must be very detailed including number of days and hours each day the contractor will be occupying the railroad, exact location of occupation by M.P. (if known).

BE ADVISED: Should a project require more days than originally requested, the Railroad cannot guarantee availability of additional consecutive days. The project will be shut down until further arrangements can be made according to our inspector schedule.

NOTE: If the project involves boring under the railroad, the Contractor will be required to request an Inspector for NO LESS THAN 5 DAYS. Unused days will be reimbursed upon satisfactory completion of the job.

- **INSPECTOR HOURS BEGIN:** when the Inspector leaves the NHRR Office and end when the Inspector returns to the NHRR Office. Travel time is calculated at 2 hours per day. If you plan to be on site for 8 hours, you are required to submit payment and request a 10 hour work day.
- **PAYMENT MUST BE RECEIVED A MINIMUM OF 14 BUSINESS DAYS PRIOR TO FIRST DAY INSPECTOR IS REQUIRED.**
- When payment is received, an Inspector will be scheduled. Contractor may not occupy Railroad property until they receive Confirmation of Inspector. Once Contractor receives Confirmation of Inspector they will know that all approvals have been granted and they can count on beginning work with a Railroad approved Inspector on the day stated on the Confirmation Form.

The Contractor is responsible to contact the assigned Inspector and the NHRR Office NO LESS THAN 2 hours prior to start time if for any reason the job must be cancelled on that day. FAILURE TO CONTACT THE REAL ESTATE OFFICE WILL RESULT IN FORFEITURE OF PAYMENT FOR THAT DAY.

- The Contractor by requesting an Inspector AGREES to abide by the rules and policies of the Railroad as set forth in this document and in the ROW-1 Specific Requirements for Working on the Railroad Right Of Way.
- The Inspector controls the work site. The Contractor will work within the hours stated on the Confirmation of Inspector form and will leave the work site on time. The Inspector may not work beyond the times or hours stated on the already approved Confirmation of Inspector form.
- **ANYTIME AN UNUSUAL OCCURRENCE OR SAFETY RISK OCCURS ON A PROJECT ALL WORK STOPS IMMEDIATELY UNTIL A REPORT AND INVESTIGATION IS COMPLETED. RAILROAD MANAGEMENT WILL ADVISE IF AND WHEN WORK CAN RESUME. DELAY OF TRAIN AND ASSOCIATED CHARGES MAY APPLY.**
- It is Railroad policy to treat any unauthorized entry onto Railroad property as a trespass, so persons are warned not to be present on Railroad property unless accompanied by Inspector.

NOTICE TO ALL CONTRACTORS

PRIOR TO ENTERING ON OR UPON RAILROAD PROPERTY

Prior to entering on or upon any New Hope Railroad property, for the purpose of new construction, rehabilitation, general contract or maintenance work of any kind, a minimum Cash Deposit of \$10,000.00 (ten-thousand dollars) must be submitted to the New Hope Railroad by the contractor performing such work. (NOTE: Depending on length of time for contract work and railroad property exposure for potential damage, the minimum cash deposit may be increased by the New Hope Railroad.)

This cash deposit will be deposited in a railroad account until such time as the project/contract work has been completed. Upon completion of work by contractor and within 60 days, a joint inspection of railroad property by all parties involved will take place to determine if any property damage was incurred to the New Hope Railroad.

Every effort will be made to schedule an inspection date which will be agreeable to all parties, however, in the event this is not possible, the railroad will inspect the project and those unable to attend will automatically waive their right for recourse. Damage is being defined as any physical re-arrangement of the rail bed, ballast, ties, ditches or track structure which would impede, adversely affect or alter rail traffic through the area in which said contractor is working.

If, after a joint inspection has taken place and damage to railroad property was incurred, the New Hope Railroad reserves the right to correct said damage at its discretion and deduct the cost of same in part or wholly from the cash deposit. Any monies to be returned will be forwarded within 60 days of repair completion.

If no damage was incurred to railroad property, the cash deposit will be returned to the contractor performing said work.

If damage to railroad property is in excess of the cash deposit amount, the railroad reserves the right to invoice the contractor for the amount over said cash deposit. This cash deposit is in addition to all other fees required by the New Hope Railroad.

REQUEST FOR INSPECTOR

Date of Submission: _____

All blanks must be completely filled in before any request can be honored. An inspector will be provided, depending on availability. A minimum of 14 days is required for scheduling from the receipt of the request to the date of Confirmation of Inspector. Please allow for this time frame when determining the start date for construction. BE ADVISED: Should a project require more days than originally requested, the Railroad cannot guarantee availability of additional consecutive days. The project will be shut down until further arrangements can be made according to our inspector schedule.

Project Location: _____
Municipality/Township County

Railroad Mile Post and/or Street Location: _____

Project Type: [] Pipe Installation [] Wire Installation [] Bridge Inspection [] Vegetation MGMT

Other: _____

Details: Purpose, nature of occupancy, type of equipment to be used, how contractor will access site.

Will work involve adjacent track being fouled? (fouling within 15 ft of track)

[] Yes [] No If Yes, Explain: _____

ACTUAL DAYS INSPECTOR

IS NEEDED:

If additional days are needed please write them inclusive on this form.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
--------	--------	---------	-----------	----------	--------	----------

Month

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
--------	--------	---------	-----------	----------	--------	----------

Month

Days will be: [] 6 hour day [] 8 hour day [] 10 hour day [] 12 hour day Start Time: _____ Finish Time: _____

Contractor will meet the inspector at: _____

Give Specific Location

COMPANY/MUNICIPALITY INFORMATION:

Requesting Company or Municipality: _____

Mailing Address: _____

Phone Number (____) ____-____ Fax Number (____) ____-____

Contact Person: _____ Cell Number (____) ____-____ Email: _____

CONTRACTOR:

Contractor Name: _____

Mailing Address: _____

Phone Number (____) ____-____ Fax Number (____) ____-____

Contact Person: _____ Cell Number (____) ____-____ Email: _____

By requesting an inspector to be present I agree, and will convey same to the Contractor, to adhere to the rules and policies of the Pennsylvania Northeastern Railroad. I also agree to adhere to the times and days as stated above and to the decisions and directions of the inspector while on the work site. I understand the requirement to notify the Lansdale office prior to 5:00 AM if the job must be delayed for any reason. I also understand that failure to notify will result in forfeiture of payment for the cancelled day.

AUTHORIZED SIGNATURE: _____

This form must be filled out completely and returned with full payment to the Operations Department, 32 West Bridge Street, New Hope, PA. You will receive a CONFIRMATION OF INSPECTOR via email when the inspector is scheduled.

NO WORK CAN BE PERFORMED WITHOUT THE WRITTEN CONFIRMATION OF INSPECTOR.