

## UTILITY COMPANY EMERGENCY ACCESS POLICY

1. The Utility Company/Contractor notifies the railroad of the emergency. The Dispatcher advises train crews (if necessary) and assigns an Inspector instructing the Inspector to keep careful record of times and locations of work performed. Dispatcher notifies the Vice President of Operations and the Real Estate Department.
2. All other procedures including clean up must be adhered to while under the emergency. Utility Company/Contractor agrees to follow the standards set forth by the Railroad in the RB6 Specific Requirements for Working on the Railroad Right of Way.
3. Utility Company/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. 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.
4. Utility Company/Contractor personnel agree not to deposit trash or litter on Railroad property. Chase, harass or kill any wildlife on Railroad property, including snakes.
5. Vehicle access will be at the discretion of the Railroad. Access allowed only at existing crossings or along accessible right of ways. NO TEMPORARY CROSSINGS will be placed for access, (timbers next to rail, stone build-up to allow passage over rail). NO OVER-SIZED TIRE VEHICLES are allowed to drive on rail bed, ballast or on close clearance right of ways. OVER-SIZED TIRE VEHICLES are allowed to cross over tracks **ONLY AT AN EXISTING CROSSING**.
6. Utility Company/Contractor will be charged dispatching fees.
7. If access is only by high rail vehicle, Utility Company/Contractor must provide the vehicle. No vehicle without high rail equipment will be allowed on rail bed, ballast, or close clearance right of ways. Utility Company/Contractor workmen shall not disturb ballast in anyway while performing repairs.
8. All rail beds and right of ways must be returned to original condition. If within 5 days any railroad employee reports the work area as not being properly cleaned up, the Utility Company/Contractor will be notified to return for clean up. The Utility Company/Contractor will be charged an entry fee of \$950.00 plus the Inspector Fee per day, plus the Dispatcher Fee per day, and could be subject to Delay of Train and associated fees.
9. When the emergency repair has been completed, the Inspector returns his records to the Real Estate Department for processing. Railroad will bill Utility Company/Contractor according to applicable charges as follows:

**RAILROAD PERSONNEL FEES:** Billed in 1 hour increments No inspector will work more than a total of 40 hours per week.

**EMERGENCY INSPECTOR FEE: \$1,125.00 per eight hours. Every hour over 8 hours: \$215.00 per hour**

This fee will be charged for the request of an inspector with less than two weeks notice.  
Inspector is not guaranteed without two weeks advance notice.

**EVENING WORK (5:00 PM – 6:00AM) - Emergency Rates apply WEEKEND WORK - Rates are doubled**

Dispatcher Fee \$200.00 per hour  
 Engineer \$ 150.00 per hour  
 Conductor \$ 125.00 per hour  
 Back Hoe & Operator \$175.00 per hour  
 Maintenance of Way Supervisor \$ 180.00 per hour  
 Maintenance of Way Personnel \$85.00 per hour per man  
 Delay Of Train: \$1,000.00 (As per RBMN Tariff 8299 Due to any blockage or obstruction of railroad)

**Contractor is responsible to contact the Real Estate Office prior to 5:00 AM if inclement weather or breakdown of equipment will cause a delay in the job. Failure to contact the Real Estate Office will result in forfeiture of payment for the day. 610-562-2902 leave a message including time and date of call.**

**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**