

UTILITY COMPANY LINE MAINTENANCE POLICY
Vegetation Management & Non Emergency Line Repair

1. **Three to four weeks in advance:** Utility Company/Contractor is required to send a very detailed letter explaining why access is needed on Railroad property. Letter must include the number of hours and days the railroad will be occupied also the exact location of each occupation by M.P. (if known), common known road or common landmark. A map or easily read diagram indicating each occupation must be submitted with the letter to avoid misunderstanding of occupation locations.
2. **Within two weeks of proposed occupation:** Utility Company/Contractor is required to contact Reading Blue Mountain & Northern Railroad Real Estate Department at realestate@readingnorthern.com or via phone at 610-562-2902 to set up a preliminary meeting prior to submitting access requests.
3. 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**, the **Important Notice Regarding Temporary Entry**, the **Important Notice To All Contractors**, and the **Procedure for Requesting Inspectors on Railroad Property** as outlined by the Railroad on it's web site at www.rbmnr.com. All fees must be paid in advance. Payment must be received a minimum of 7 business days prior to first day the inspector is requested.
4. 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. **One inspector will be needed for every eight workers, not including the Supervisor and/or Hi Rail vehicle driver.** 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.
5. Utility Company/Contractor **MAY NOT OCCUPY** Railroad property until they receive Confirmation Of Inspector Form #R0118. **NO VERBAL CONFIRMATION** will be given for routine maintenance.
6. 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.
7. 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.**
8. If work area is in close clearance right of way, or if access is only by high rail vehicle, Utility Company/Contractor will be charged dispatching fees.
9. 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 maintenance.
10. No Utility Company/Contractor operations or workmen shall interfere with the regularly scheduled trains in the work area. There will be NO DELAY of regularly scheduled trains. If trains are delayed due to brush not being cleared or work not completed, the Utility Company/Contractor will be charged for Delay of Train \$1,000.00 plus the full day pay rate for each train crew member on the delayed train and any fees associated with delay of train including customer charges imposed on railroad for delay of delivery.
11. 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 (as described above) if the cleanup interferes with regularly scheduled trains.

- 12. Utility Company/Contractor will selectively cut for a distance of 30 feet on both sides and to maintain an open-to-sky top airspace clearance of the utility facility or line unless other distances are agreed to and/or required by the Railroad. Low growth and preferred species will not be cut. Preferred species include evergreens, white pine, hemlock, coniferous trees, rhododendron, mountain laurel, teaberry and blueberry. Utility Company/Contractor will not cut down trees within Port Clinton yard limits. It is understood by both parties that the Railroad is not to be held responsible for trees cut on neighboring properties.
- 13. All cutting debris will be removed or mulched and spread by the Utility Company/Contractor. No mulch or chips shall be placed within the rail gauge or on the ballast.
- 14. Application of railroad approved re-growth inhibitor shall be applied after trimming if determined necessary by Railroad..

**15. RAILROAD PERSONNEL FEES:
INSPECTOR FEES ARE PAID IN ADVANCE:**

No inspector will work more than a total of 40 hours per week.

INSPECTOR FEES: Minimum charge \$750.00 per day IN ADVANCE
 8 Hour Day \$750.00 per day IN ADVANCE
 Every hour over 8 hours..... \$140.63 per hour IN ADVANCE
 BILLED IN 1 HOUR INCREMENTS.

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

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.

- 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