

UTILITY COMPANY EMERGENCY ACCESS POLICY

**RAILROAD DOES NOT ALLOW ANYONE TO DRIVE ALONG THE RIGHT OF WAY.
ALL ACCESS MUST BE ON FOOT OR FROM A HI RAIL ON TRACK TYPE VEHICLE.**

1. The Utility Company/Contractor notifies the railroad of the emergency. The Dispatcher advises train crews (if necessary) and assigns an Inspector and instructs the Inspector to keep careful record of times and locations of work performed. Dispatcher notifies the Vice President of Operations and the Real Estate Company.
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**, the **Important Notice Regarding Temporary Entry**, the **Important Notice To All Contractors**, the **Agreement of Understanding Regarding Routine Vegetation Management by a Utility Company/Contractor** and the **Procedure for Requesting Inspectors on Railroad Property** as outlined by the Railroad on its web site at www.rbmnrr.com.
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 trespasser, so persons are warned not to be present on Railroad property unless accompanied by an Inspector.
4. Utility Company/Contractor personnel agree not to deposit trash or litter on Railroad property, nor to 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 all associated fees for occupying railroad property. SEE RAILROAD RATE SCHEDULE.
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 had not been 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 \$1250.00 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 Company for processing. Railroad will bill Utility Company/Contractor the **EMERGENCY INSPECTOR FEE AND OTHER APPLICABLE FEES AS LISTED IN THE RAILROAD RATE SCHEDULE**.

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. Phone 570-624-6694 and 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.