

RÖLTEK

...a property services company

Operations Group
1314 Oxmead Road
Burlington, NJ 08016
Ph: 609-387-4357
Fax: 609-845-1432

**Specifications for
Wire, Conduit and Cable
Occupations of
Railroad Property**

May, 2007

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1. SCOPE

These specifications apply to the design of electric wires or cables for the transmission and distribution of electrical power, cable TV or communications (“Occupancy(ies)”) which are to be located over, under, across, along or upon property owned, controlled or operated by the railroad company (“Railroad”).

2. APPLICATION FOR OCCUPANCY

A. Who Should File: Applications will be accepted from Individuals, corporations, municipalities (hereinafter called Applicant) or his/their designated representative.

B. Application Conditions: Applicants desiring to use Railroad property for such Occupations (wire cable or conduit), must agree, upon approval of the construction details by the Railroad, to:

- (1) Execute an appropriate Occupational agreement (Agreement).
- (2) Pay any required fees and/or rentals outlined in the Agreement.
- (3) Meet all Railroad insurance requirements.

C. Where to File: Application for an Occupancy shall be made by letter addressed to:

ReLTEK, LLC
Operations Group
1314 Oxmead Road
Burlington, NJ 08016
Attn: Applications

D. Number of Copies to File: All applications shall be accompanied with three (3) copies of all construction plans and three (3) copies of specifications and computations concerning the proposed Occupancy

3. APPROVAL OF PLANS

A. Entry Permit: Entry upon Railroad property to conduct surveys, field inspections, obtain soil information or any other purpose associated with the design and engineering of the proposed Occupancy will not be permitted without a proper Entry Permit prepared by the Railroad and executed by the Applicant. It is to be clearly understood that the issuance of such an Entry Permit does not constitute authority to proceed with any actual construction. Construction cannot begin until the Applicant is in receipt of a fully

executed Agreement and permission is received from the designated official from the Railroad with authorization to proceed.

- B. Submission of Plans –Requirements:** Plans for proposed Occupations shall be submitted to and meet the approval of the Railroad prior to the start of construction. Plans are to be prepared on paper that is 8½” x 11, 8½ x 14 or 11 x 17. Larger size plans are only acceptable with prior permission and are to be folded to an 8½-inch by 11-inch size (folded dimensions) with a 1½-inch margin on the left-hand side and a 1-inch margin on top so that it can be secured in a file at the upper left-hand corner and still be unfolded to full size without being removed from the file.

Also, after folding, the title block and other identification of the plans shall be visible, without the necessity of unfolding, at the lower right-hand corner. Each plan shall bear an individual identifying number and an original date, together with subsequent revision dates, clearly identified on the plan so as to be readily apparent what revisions were made and when the revisions were made. A sample title block is included in these specifications as Appendix I.

All plans are to be individually folded and where more than one plan is involved, they shall be assembled into complete sets before submission to the Railroad. Only those plans specifically detailing the occupancy on railroad property should be included. Omit any and all plans that detail portions of the facility on property of others and not affecting the railroad.

- C. Plan Drawings – Specifications:** Plans shall be drawn to scale and show the following: (see Appendix I through VI, hereto attached)

- (1) **Plan Document:** Plan view of crossing or Occupation in relation to all Railroad facilities and property limits. (Appendix II).
- (2) **Location of Occupancy:** Location of wire or cable (in feet) from nearest Mile Post or other feature with a known railroad valuation station or Mile Post offset. In all cases, the name of the municipality, county and state in which the proposed facilities are to be located must be shown. In all cases, the name of the County in which the proposed Occupancies are to be located must be shown. In States where Townships, Ranges and Sections are used, give distance in feet to the nearest Section Line and identify the Section number, Township and Range.
- (3) **Ground Profiles and Clearances:** Profile of ground on centerline of pole or tower line, showing clearances between top of high rail and

bottom of sag, as well as clearances from bottom wire or cable to top wire or cable of the railroad's transmission, signal and communication lines, catenaries, and third rail when present. If Railroad facilities listed above do not exist at the point of crossing, the plan should so state. Actual vertical clearance shall be shown. (See Appendix VI for the required overhead clearance.)

(4) Property Boundaries and Rights of Way: Show all known property lines and Railroad right-of-way lines. If Occupancies are within public highway limits, such limits shall be clearly indicated with dimensions shown from centerline of road to centerline of proposed poles. (Appendix II)

(5) Plan Details: The plan must be specific, as to:

- a. Base diameter, height, class and bury of any poles. Poles shall be set as close to the Railroad's right-of-way line as possible and in no instance closer than 18' 0" from face of pole to centerline of nearest track. When necessary, however, each location will be analyzed to consider speed, traffic, etc.
- b. Number of size and material of power wires, as well as number of pairs or fiber strands in any communication cables.
- c. Nominal voltage of line.
- d. Location, number of, size of, material or anchors and all guying for poles and arms.

Notes: Double cross-arms are required on poles adjacent to track. Any tower or steel pole foundation design must be accompanied by engineering computations and data stamped by a registered professional engineer.

Any tower or steel pole to be installed on railroad property must meet or exceed the industry standards regarding design and usage.

4. CONSTRUCTION REQUIREMENTS

A. Overhead Installations: Overhead power and communication lines shall be constructed in accordance with the National Electrical Safety Code (current edition), Part 2, "Safety Rules for the Installation and Maintenance of Overhead Electric Supply and Communication Lines."

- B. Underground Installations:** All underground installations carrying power or communication wires and cables shall be constructed and properly marked with signs, in accordance with “Specifications for Pipeline Occupancy of Railroad Property”, current edition.
- C. Special Conditions:** Under special conditions, the railroad will give consideration to Occupations on its structures, subject to the approval of the designated Railroad representative, and the Railroad’s policy governing such matters.

5. LONGITUDINAL OCCUPATIONS

- A. Feasibility Proposal:** Feasibility proposals will be accepted for review. Applicant should furnish a letter requesting a feasibility study along with a plan view showing the extent of the proposed Occupation. This feasibility plan may be in the form of a local, county, USGS Map, or drawing, showing the Railroad, streets, and highways and other information outlined in item 3.C. (2) to clearly identify the location of the project.
- B. Access to Railroad Maps:** Arrangements will then be made to furnish the Applicant with the appropriate valuation maps and a right of entry permit. There will be a “nominal charge” for the necessary valuation maps, which depict the Railroad right-of-way lines and other facilities. These are the best records that the railroad has and may be used for the feasibility proposal. However, the Railroad does not warrant the accuracy of these maps and all pertinent information to the Occupation must be verified prior to final submission.
- C. Entry Permit:** Upon receipt of these documents, the Applicant must execute the right of entry permit in order to access Railroad property. Such access would allow for the verification that the proposed pole locations are feasible and do not interfere with any Railroad facilities. At such a time, the Applicant should stake out a few “key” points along with the Occupation such as, crossings, alignment, radical changes in alignment, etc.
- D. Field Review:** Once this temporary stake out is completed, the Applicant must submit to the Railroad three (3) sets of preliminary plans showing the location of the Occupation, all proposed poles and other information as stated below. Arrangements will then be made for a site investigation by Railroad personnel, if deemed necessary. The proposed Occupation will be checked to insure compliance with and conformance to this specification. At that time, comments, recommendations, changes to, or approval of, all locations will be made.

E. Location and Specifications: Occupations (wires and cables) running longitudinally along the Railroad's right-of-way shall be constructed as close to property lines as possible. The following information must be submitted in addition to the detail of the pole top configuration as called for on Appendix V of these specifications:

- (1). Voltage of circuit(s) or number of pairs.
- (2). Phase of electrical circuit(s).
- (3). Number of electrical circuits.
- (4). Size (AWG or CM) and material of wires or cables.
- (5). Length of spans clearly indicated on drawing.
- (6). Any intended future wires or cables.

F. Railroad Approval: Any facilities or Occupations overhanging railroad property must have approval of the Railroad and must conform to the above specifications and are subject to the appropriate rental charges.

6. INDUCTIVE INTERFERENCE

A. Inductive Interference Coordination Study An inductive interference coordination study is required for all proposed longitudinal Occupations. This study may also be required for any crossing with an angle other than a 90° with the track(s).

B. Applicant Responsibility to Remedy All Agreements covering crossings and longitudinal Occupations will include provisions that the Applicant provide appropriate remedies, at his own expense, to correct any inductive interference with Railroad facilities.

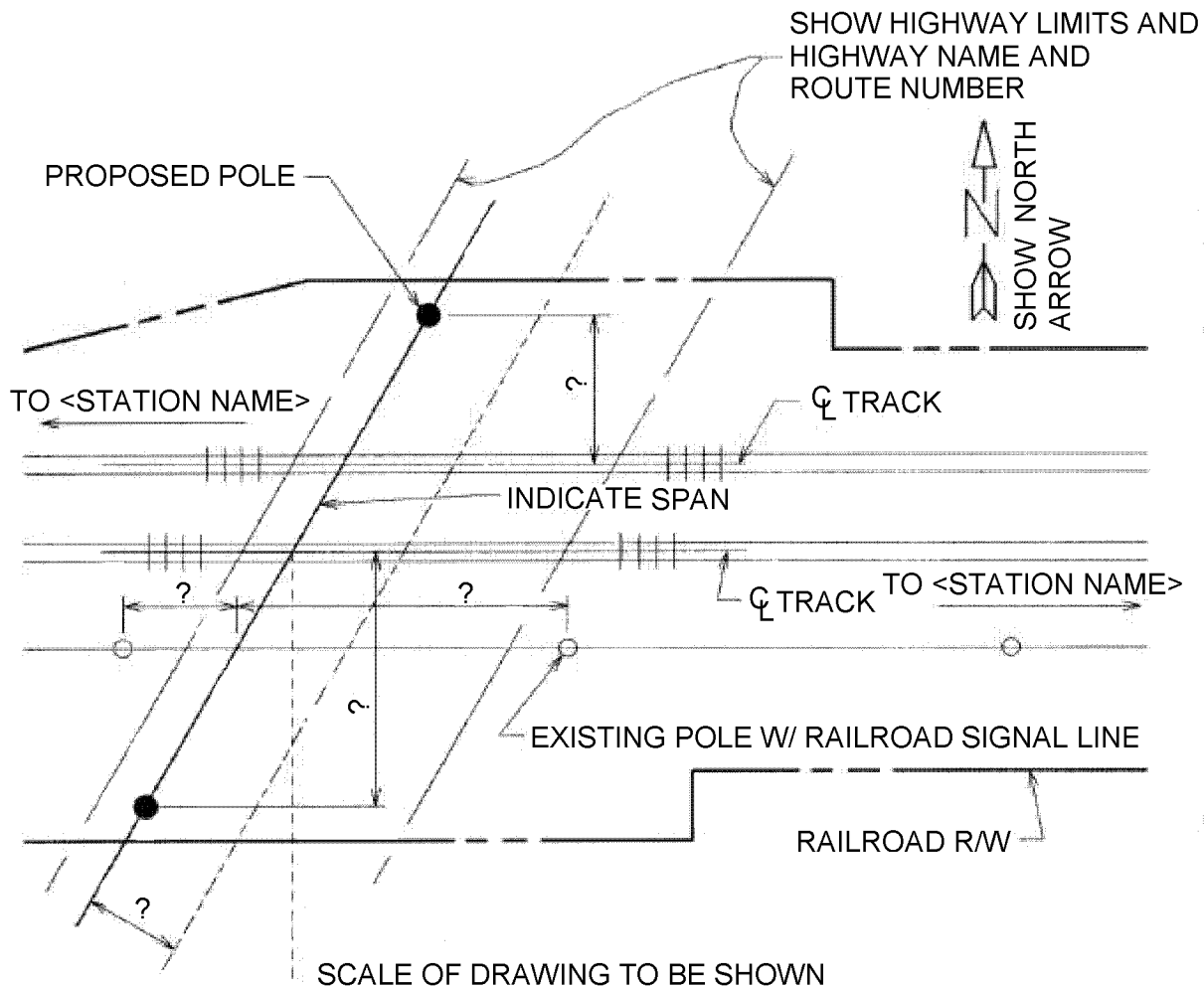
APPENDIX I

SAMPLE TITLE BLOCK FOR PLAN EXHIBITS

<p style="text-align: center;">Exhibit A <Railroad Name> <Type of Facility> Agreement with <Facility Owners Name> Agreement No. <blank space> Milepost: <whole mile post> + <offset in feet> Valuation Station: V.S. <XXXX+XX> Valuation Map: <Val Section> / <Map Number> <Municipality>, <County>, <State> Exhibit Date: <Month Day, Year></p>

APPENDIX II

INFORMATION TO BE SHOWN ON PLAN VIEW OF DRAWINGS WHEN FACILITY IS A CROSSING

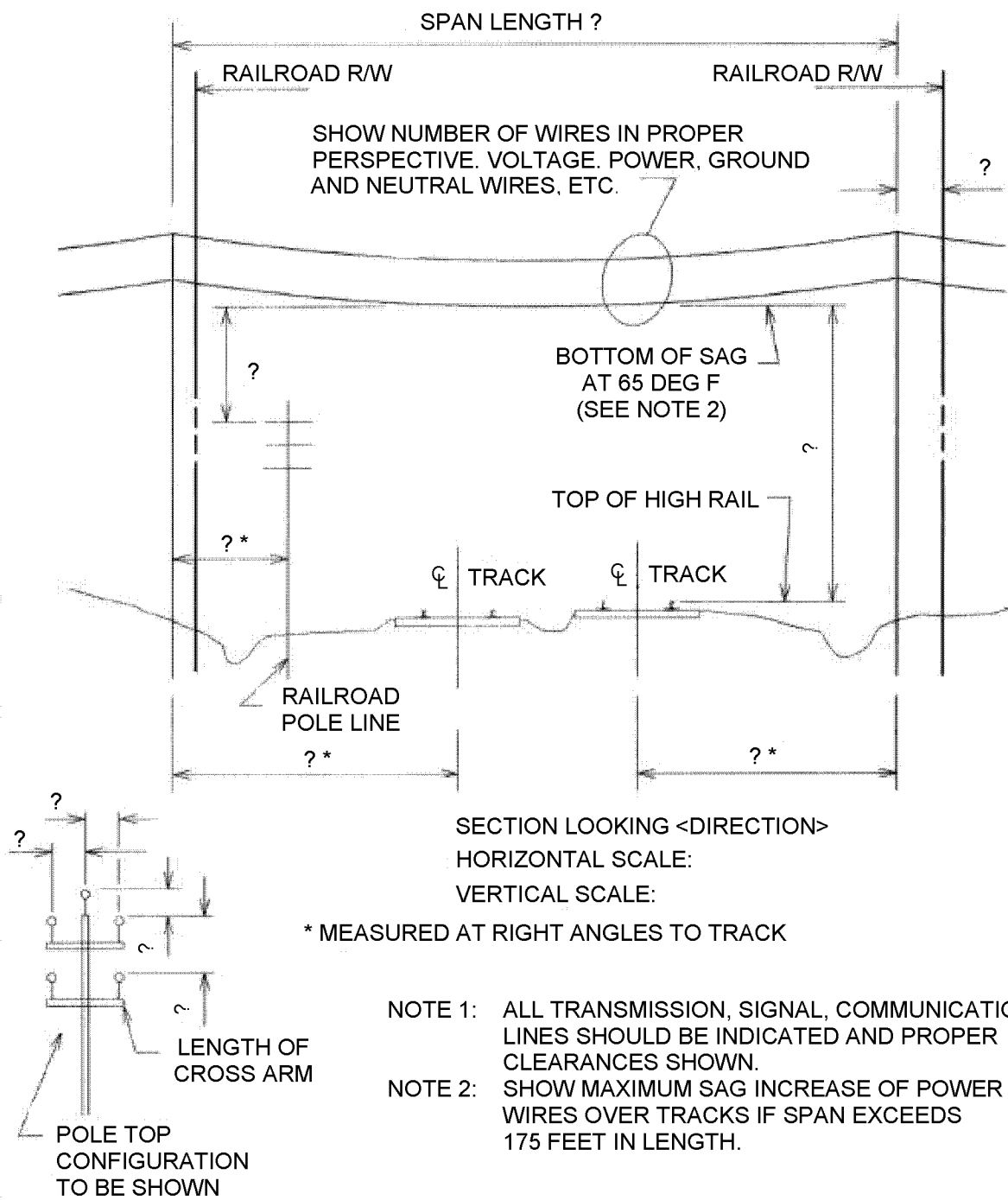


LOCATE ANY AND ALL RAILROAD SIGNAL OR CROSSING PROTECTION FACILITIES AT CROSSING LOCATION INCLUDING GATES, FLASHERS, CANTILEVERS, SIGNAL SHACKS, RELAY CASES, ETC. AND SHOW CLEARANCES FROM EACH FACILITY.

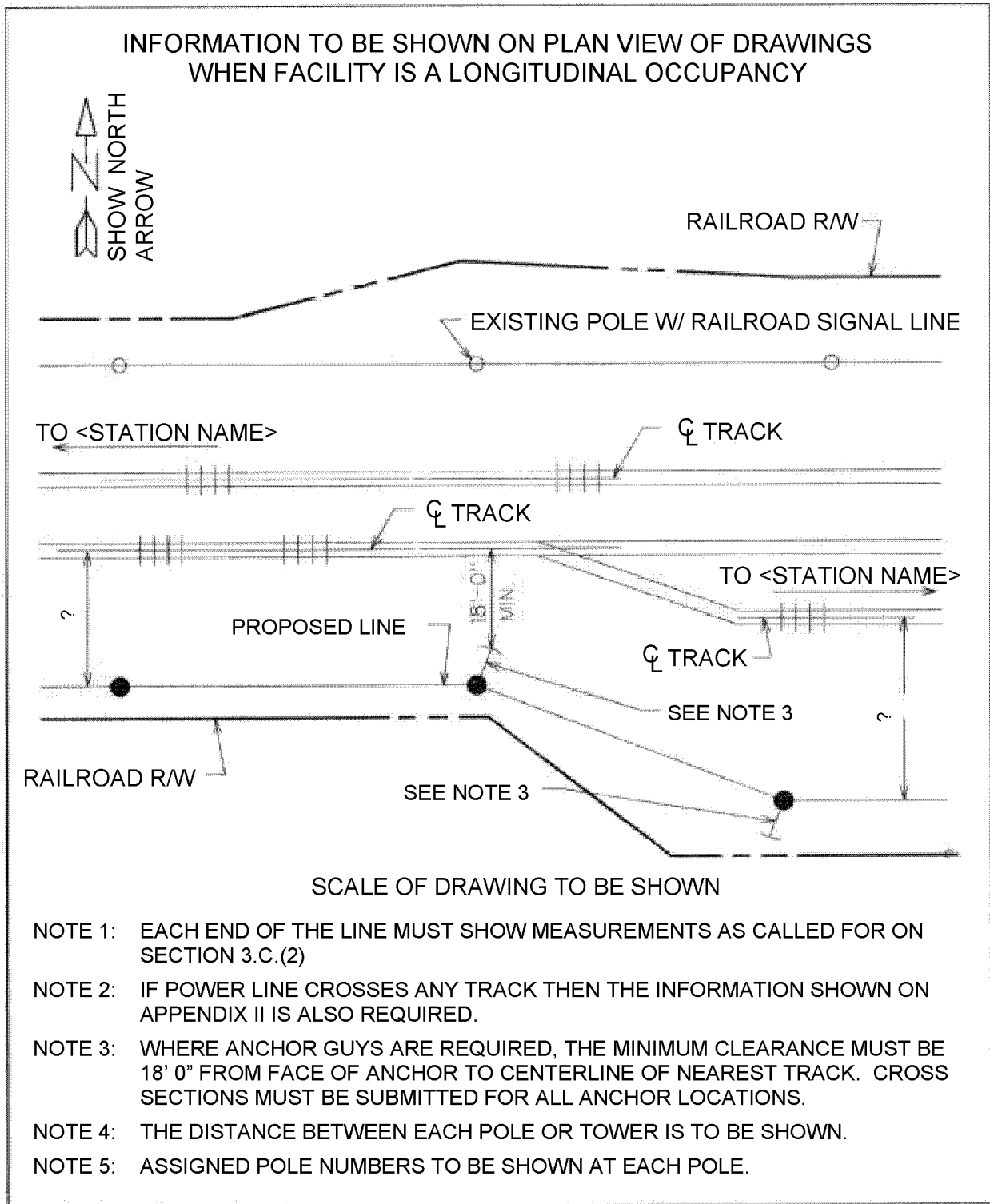
POLES SHALL BE LOCATED AS CLOSE TO THE RIGHT OF WAY LINE AS PRACTICAL, WITHOUT INTERFERING WITH ANY EXISTING DITCH LINES.

APPENDIX III

INFORMATION TO BE SHOWN ON CROSS SECTION OF DRAWINGS WHEN FACILITY IS A CROSSING

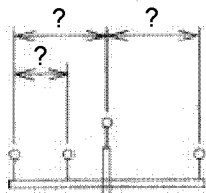
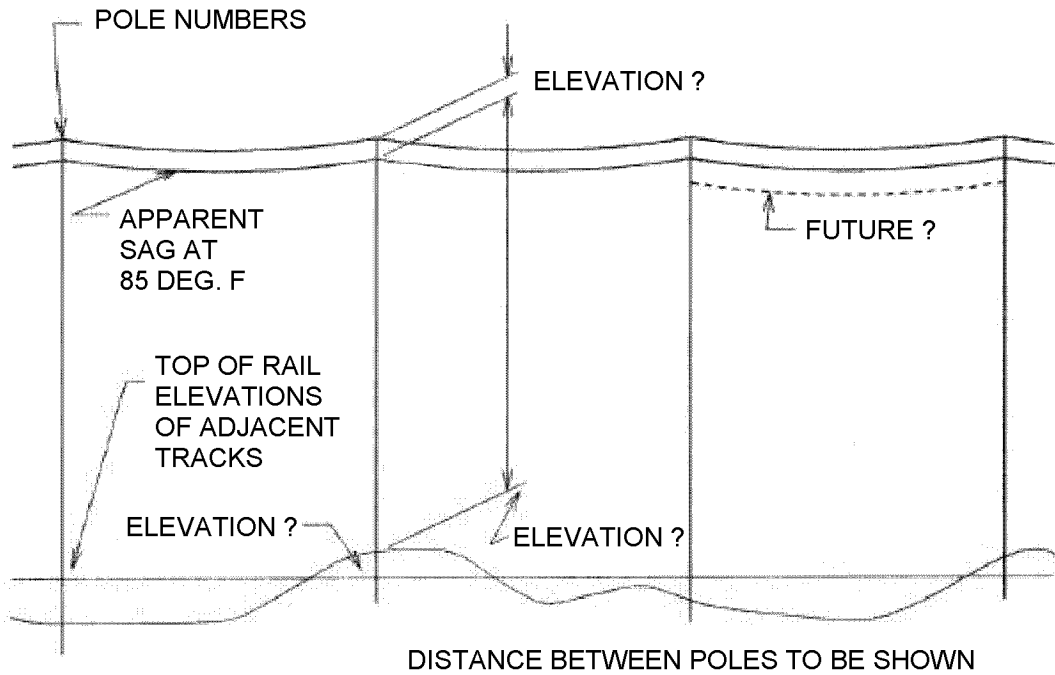


APPENDIX IV

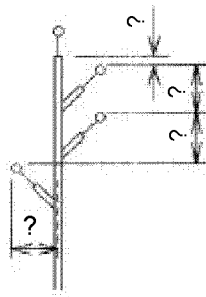


APPENDIX V

INFORMATION TO BE SHOWN ON PROFILE SECTION OF DRAWINGS WHEN FACILITY IS A LONGITUDINAL OCCUPANCY



LENGTH OF CROSS ARMS



POLE TOP CONFIGURATION TO BE SHOWN SIMILAR TO SAMPLES ABOVE

NOTE : IF POWER LINE CROSSES ANY TRACK THEN THE INFORMATION SHOWN
ON APPENDIX III IS ALSO REQUIRED.

APPENDIX VI

FOR INFORMATION ONLY MINIMUM REQUIREMENTS FOR UNDERCLEARANCE OF WIRES OF VARIOUS VOLTAGES

<u>NOMINAL L--L VOLTAGE</u>	<u>OVERHEAD CLEARANCE</u>	<u>MINIMUM BETWEEN WIRES</u>
0 --750	27' -- 0"	4' -- 0"
To -- 15,000	28' -- 0"	6' -- 0"
To -- 50,000	30' -- 0"	6' -- 0"
69,000	30' -- 8"	6' -- 8"
115,000	32' -- 2"	8' -- 2"
138,000	33' -- 0'	9' -- 0"
345,000	39' -- 10"	15' -- 10"
500,000	45' -- 0"	21' -- 0"
745,000	53' -- 2"	29' -- 2"
765,000	53' -- 10"	29' -- 10"

Calculation for overhead clearance is 30' -- 0" plus 0.4" per 1,000 volts over 50,000 volts.

DEFINITIONS:

NOMINAL L--L VOLTAGE -- Means Line -- To -- Line Voltage

OVERHEAD CLEARANCE -- The measured distance (in feet) from the top of the high rail to the bottom of sag of the bottom wire at 65° F.

MINIMUM BETWEEN WIRES -- The minimum clearance between the top wire of a Railroad pole line and the proposed bottom power wire.

NOTE 1: The minimum clearance between the top wire of any Railroad Pole Line and any proposed overhead guy wire shall not be less than 4' -- 0".

NOTE 2: The minimum clearance from crossing gate tips, C&S cantilever structures, signal masts, signal and other bridges etc. shall conform to the National Electrical Safety Code, section 23, rule 234, but in no case shall the overhead clearance shown in the above table be reduced.

APPENDIX VII

Insurance Requirements

1. TYPES AND AMOUNTS OF COVERAGE

The Licensee shall, at its own cost and expense, prior to entry onto the Property or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:

- A. Liability Insurance:** The Licensee shall maintain Public Liability or Commercial General Liability Insurance (“CGL”), including Contractual Liability Coverage, covering all liabilities assumed by the Licensee under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Three Million Dollars (\$3,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad and shall name the Railroad as Additional Insured. An Umbrella policy may be utilized to satisfy the required limits of liability under this section.
- B. Automobile Insurance:** The Licensee shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad and shall name the Railroad as Additional Insured.
- C. Workers’ Compensation and Employers’ Liability Insurance:** The Licensee shall maintain Statutory Workers’ Compensation and Employers’ Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Each Employee. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad.

2. RAILROAD PROTECTIVE LIABILITY INSURANCE:

Prior to the performance of any construction or demolition operations over, under, on or within fifty feet (50’) of any railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, the Licensee shall: (i) notify the Railroad; and (ii) procure, or require its contractor(s) performing such operations to procure, and maintain during the

period of such operations, at no cost to the Railroad, Railroad Protective Liability Insurance (“RPL”) naming the Railroad as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury and/or Property Damage, and an aggregate limit of not less than Six Million Dollars (\$6,000,000) per annual policy period. The original of such RPL policy shall be sent to and approved by the Railroad prior to commencement of such construction or demolition operations. The Railroad reserves the right to demand higher limits.

At the Railroad’s option, in lieu of purchasing RPL insurance from an insurance company (but not in lieu of the CGL insurance required hereinabove), the Licensee may pay the Railroad, at the Railroad’s current rate at time of request, the cost of adding the construction or demolition operations related to this Agreement to the Railroad’s blanket RPL program for the specific period of such operations. This coverage is offered at the Railroad’s discretion and may not be available at all times or under all circumstances.

3. GENERAL INSURANCE REQUIREMENTS

A. Rating: The specified insurance policies must be effected under standard form policies underwritten by insurers licensed in the state where work is to be performed, and carry a minimum Best’s rating of “A-” and size “Class VI” or better. The Railroad reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.

B. Non-Contributory: All coverages shall be primary and non-contributory to any insurance coverages maintained by the Railroad.

C. Endorsement: All insurance policies shall be endorsed to provide the Railroad with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

D. Certificates: The Licensee shall provide the Railroad with certificates of insurance evidencing the insurance coverages, terms and conditions required, at least ten (10) days prior to commencement of any activities on or about the Property. Said certificates should reference this Agreement by agreement number and shall be furnished to the Railroad at the following address, or to such other address as the Railroad may hereafter specify:

<Insert Railroad Name>
PO Box 336
Warren, PA 16365-0336
Fax: 814-723-1712

E. Claims Made Coverage: If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:

- (1) The retroactive date shall be prior to the commencement of the work,
- (2) The Licensee shall maintain such policies on a continuous basis, and
- (3) If there is a change in insurer or policies are canceled or not renewed, the Licensee shall purchase an extended reporting period of not less than three (3) years after the contract completion date.

4. ADDITIONAL INSURANCE

The Railroad may require the Licensee to purchase additional insurance if the Railroad reasonably determines that the amount of insurance then being maintained by the Licensee is insufficient in light of all relevant factors. If the Licensee is required to purchase additional insurance, the Railroad will notify the Licensee. Failure of the Licensee to comply within thirty (30) days shall be considered a default subject to Section 13.

5. LIABILITY

Furnishing of insurance by the Licensee shall not limit the Licensee's liability under this Agreement, but shall be additional security therefore.

6. ENFORCEMENT

The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, 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 period of time when the Agreement was in effect and the insurance was in force.

7. CONTRACTORS

If contractors are utilized, the Licensee agrees to require all such contractors to comply with the insurance requirements of this Section.

APPENDIX VIII

SAMPLE CGL INSURANCE CERTIFICATE

CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY)	
PRODUCER <div style="border: 1px solid black; padding: 5px; width: fit-content;"> The name of the insured MUST be the same as the name of the licensee on the license agreement. No exceptions will be made for insurance in other names. </div>			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATEE. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR COVER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE		
PHONE:	FAX:	COMPANY A			
INSURED		COMPANY B			
		COMPANY C			
COVERAGES		The "Each Occurrence" amount must be at least \$3,000,000.00 and the "General Aggregate" amount must be at least \$6,000,000.00 or, if lower, equal to these amounts when combined with "Excess Liability" coverage below.		SIR May Apply TO THE INSURED NAMED OR CONDITION OF ANY SUE OR MAY PERTAIN, TERMS, EXCLUSIONS AND	
THIS IS TO CERTIFY ABOVE FOR THE CONTRACTOR OR THE INSURANCE CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFF DATE	LIMITS	
A	GENERAL LIABILITY			GENERAL AGGREGATE	\$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR			PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT			EACH OCCURRENCE	\$
				FIRE DAMAGE (ANYONE FIRE)	\$
				MED EXP (ANY ONE PERSON)	\$
This box should contain a comment that the railroad is additionally insured with regards to a license agreement between the parties, the specifics of which will be supplied at the appropriate time.	AUTOMOBILE LIABILITY			COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO			BODILY INJURY (PER PERSON)	\$
	<input type="checkbox"/> ALL OWNED AUTOS			BODILY INJURY (PER ACCIDENT)	\$
	<input type="checkbox"/> SCHEDULED AUTOS			PROPERTY DAMAGE	\$
				AUTO ONLY - EA ACCIDENT	\$
				OTHER THAN AUTO ONLY:	\$
				EACH ACCIDENT	\$
				AGGREGATE	\$
				EACH OCCURRENCE	\$
				AGGREGATE	\$
A	EXCESS LIABILITY			RETENTION	\$
	<input type="checkbox"/> UMBRELLA FORM				
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				
	<input type="checkbox"/> DEDUCTIBLE				
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL			WC STATUTORY LIMITS	OTHER
				EL EACH ACCIDENT	\$
				EL DISEASE - POLICY LIMIT	\$
				EL DISEASE - EA EMPLOYEE	\$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS					
CERTIFICATE HOLDER		CANCELLATION			
Buffalo & Pittsburgh Railroad, Inc. PO Box 336 Warren, PA 16365-0336 (or other railroad as advised)		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE MODIFIED OR CANCELLED, OR NOT RENEWED, THE ISSUING INSURERS SHALL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN.			
		AUTHORIZED REPRESENTATIVE			