

Applicant: PPL Electric Utilities

Railway: Norfolk Southern Railway Company

Activity No: 1284263

Facilities: Proposed installation of an aerial crossing of wirelines wholly within the confines of E. Derry Road (AAR/DOT#592369S)

GENERAL CONDITIONS FOR UTILITY INSTALLATION, CONSTRUCTION, AND MAINTENANCE

- 1) Facilities must conform with all federal, state and local laws, rules and regulations.
- 2) Facilities shall not be attached to any railroad structure or appurtenance and shall not otherwise occupy any private property of Norfolk Southern Corporation or its subsidiaries unless such occupation has been previously permitted by a fully executed agreement, easement, or deed and the Applicant is in full compliance with the requirements of said agreement, easement, or deed.
- 3) Facilities shall comply with Railway's NSCE-4 and NSCE-8 Specifications, latest edition. Clearances between Facilities and Railway's Signal Apparatus, including grade crossing warning devices, shall comply with Railway's SP-303-2 Standard Plan, latest edition.
- 4) The maintenance of existing facilities shall be limited to "Replacement-in-Kind". Additional facilities, upgraded facilities and any change to the character or content of the existing facility shall require submission of an application and plans to Railway for review and may require modification of Applicant's existing agreement, easement, or deed permitting the Facilities, if applicable.
- 5) Facilities will be installed, maintained, repaired and renewed by and at the sole risk, cost and expense of Applicant.
- 6) Applicant shall, at its expense, procure and maintain with insurance companies satisfactory to Railway, the insurance policies described in subparagraphs (i) and (ii).

(i) Prior to the installation, construction, or maintenance of the Facilities, or any subsequent entry by Applicant upon Railway's property, Applicant, and each of its contractors, shall at its sole expense procure and maintain for the course of any such installation or entry, a Commercial General Liability Insurance policy having a combined single limit of not less than \$1,000,000 for each occurrence, naming Railway as an additional insured and containing products and completed operations and contractual liability coverage;

(ii) Prior to the installation, construction, or maintenance of the Facilities, unless Railway elects to make available and Applicant pays the then current risk financing fee for each affected installation, Applicant, or its contractor, shall at its sole expense procure and maintain during such entry a policy of Railroad Protective Liability Insurance naming Railway as a named insured and having combined single limits of not less than \$2,000,000 for each occurrence and \$6,000,000 in the aggregate. Such policy shall be written using Insurance Services Offices Form Number CG 00 35 10 01.

All insurance required under the preceding subparagraphs (i) and (ii) shall be underwritten by insurers, and be of such form and content, as may be acceptable to Railway. Evidence of such insurance (a certificate of insurance for the Commercial General Liability Insurance policy and an original Railroad Protective Liability Insurance policy for subsequent entry when Railway does not make available a risk financing fee therefor) shall be furnished to Railway's Director Risk Management, Three Commercial Place, Norfolk, Virginia 23510-2191 for review and approval.

- 7) Prior to the installation, construction, or maintenance of the Facilities or entry by Applicant or any of its contractors on Railway's property or within 25-feet of Railway's tracks, Applicant is required to contact the Railway's Division Engineer's office for scheduling of flag protection and inspection. The contact information for the Railway's construction representatives will be provided after receipt of satisfactory insurance as required by item 5 above. Once contacted, the Division Engineer requires 72 hours to review the need for and availability of flagmen for this project and will advise of the cost of said flagmen.

No work is permitted on Railway's property without a flagman or the Division Engineer's agreement to waive the requirement for flag protection. Entry or construction on, over or under Railway property without the Division Engineer's prior approval is considered trespassing

- 8) If Railway deems it advisable during the progress of any work of construction, maintenance, repairs and renewals, alterations, adjustments or removal of the Applicant's facilities to place watchmen, flagmen, inspectors or any other employees deemed necessary by Railway for the protection of its train traffic and the protection of the property owned or in possession or control of Railway, or its employees, patrons, or licensees, Railway shall have the right to do so and Applicant shall bear the full cost and expense thereof and shall promptly reimburse Railway upon demand.
- 9) Upon abandonment of the Facilities by Applicant, Applicant shall seek direction from Railway's Chief Engineer, or his representative, regarding the method of such abandonment in place or removal thereof.
- 10) In the event the Facilities consist of electrical power or communication wires and appurtenances, Applicant shall promptly remedy any inductive interference growing out of, or resulting from the presence of the Facilities, and if Applicant fails to do so, then Railway may do so, and Applicant shall pay to Railway on demand the cost and expense thereof.
- 11) In the event the Facilities consist of an underground occupation, Applicant will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities and appurtenances of Railway arising from or as a result of the installation of the Facilities, and Applicant shall pay to Railway on demand the full cost and expense therefore.
- 12) If the Facilities are located within the limits of the right-of-way of a public road, and said public road is hereafter abandoned and the Facilities remain within the limits of the right of way of Railway after such abandonment, Applicant will execute Railway's then current license agreement within ninety (90) days after the date upon which such public road is abandoned and pay to Railway the then current license fee for such installations from the date of such abandonment.

Applicant agrees to abide by these General Conditions.

PPL Electric Utilities

By: 
James Boykin (May 1, 2020)

Title: Supervisor, Right of Way

Date: 05/01/2020

Activity Number: 1284263
MOK: April 29, 2020