



McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

Kenneth R. Stark
Direct Dial: 717.237.5378
Fax: 717.237.5300
kstark@mcneeslaw.com

August 13, 2025

VIA ELECTRONIC FILING

Matthew Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

**RE: Application of PPL Electric Utilities Corporation for approval of the alteration of the crossing where State Route 1005 (Mount Sidney Road) crosses, above grade, tracks of the National Railroad Passenger Service (AMTRAK) (DOT 518 160 Y) for the purpose of replacing an existing utility pole and relocating an aerial utility line in East Lampeter Township, Lancaster County
Docket No. A-2025-3054947**

Dear Secretary Homsher:

Attached for filing with the Pennsylvania Public Utility Commission is a Protest of the National Railroad Passenger Corporation in the above-referenced matter.

Sincerely,

A handwritten signature in blue ink that reads 'Kenneth R. Stark'.

Kenneth R. Stark
MCNEES WALLACE & NURICK LLC

c: Certificate of Service

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the participants, listed below, in accordance with the requirements of Section 1.54 (relating to service by a participant).

VIA EMAIL or U.S. MAIL

AMTRAK
Attn: Moises Young
Krista Keene
Christopher Witwick
Thomas Bloom, Esq.
2955 Market Street Box 25
Philadelphia, PA 19104
Moises.Young@amtrak.com
Krista.Keene@amtrak.com
bloomt@amtrak.com
Christopher.witwick@amtrak.com

East Lampeter Township
2250 Old Philadelphia Pike
Lancaster, PA 17602
rhutchison@eastlampetertownship.org

PPL Electric Utilities Corporation
Mallory Jane Sweeney
Two North Ninth Street
Allentown, PA 17108

PPL Electric Utilities Corporation
Attn: Robert Gallo
651 Delp Road
Lancaster, PA 17601

PENNDOT
Attn: Daniel Leonard,
Grade Crossing Manager/ Mark Chappel, P.E.
Chief
PO Box 3362
400 North Street

DQE Communications
45 South 23rd Street #101
Pittsburgh, PA 15203
chays@dqe.com

Lancaster County Courthouse
Attn: Permitting Public Works
50 North Duke Street
Lancaster, PA 17108
kbarr@lancastercountypa.gov

PENNDOT District 8-0
District Office
2140 Herr Street
Harrisburg, PA 17103
alasloudji@pa.gov

PPL Electric Utilities Corporation
Attn: Chelsea Pine
651 Delp Road
Lancaster, PA 17601
capine@pplweb.com

Graig M. Schultz
Fitzpatrick Lentz & Bubba
645 W. Hamilton Street
Suite 800
Allentown, PA 18101-2109

Harrisburg, PA 17105-3362
danleonard@pa.gov
markchappel@pa.gov
sfention@pa.gov

PENNDOT
Attn: Karen Cummings, Senior Counsel
PO Box 8212
Harrisburg, PA 17105-8212
kcummings@pa.gov

Office of Consumer Advocate
555 Walnut Street
Forum Place, Fifth Floor
Harrisburg, PA 17101
ra-oca@paoca.org

gschultz@flblaw.com.com
jhoffert@flblaw.com

Allison C. Kaster, Esquire
Bureau of Investigation and Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
P. O. Box 3265
Harrisburg, PA 17105-3265
akaster@pa.gov

Commonwealth of Pennsylvania
Office of Small Business Advocate
Forum Place
555 Walnut Street, 1st Floor
Harrisburg, PA 17101
ra-sba@pa.gov



Kenneth R. Stark

Counsel to Amtrak

Dated this 13th day of August, 2025, in Harrisburg, Pennsylvania.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Application of PPL Electric Utilities :
Corporation for approval of the alteration of :
the crossing where State Route 1005 (Mount :
Sidney Road) crosses, above grade, tracks of :
the National Railroad Passenger Service : Docket No. A-2025-3054947
(AMTRAK) (DOT 518 160 Y) for the :
purpose of replacing an existing utility pole :
and relocating an aerial utility line in East :
Lampeter Township, Lancaster County :

PROTEST OF THE NATIONAL RAILROAD PASSENGER CORPORATION

Pursuant to Section 5.51(a) of Pennsylvania Public Utility Commission’s (“PUC” or “Commission”) rules and regulations, 52 Pa. Code §5.51(a), and the stipulation executed on July 23, 2025 between the National Railroad Passenger Corporation (“Amtrak”) and PPL Electric Utilities Corporation (“PPL”), Amtrak, by and through its counsel, hereby files this Protest to PPL’s May 1, 2025 Application for approval of the alteration of the crossing where State Route 1005 (Mount Sidney Road) crosses, above grade, Amtrak’s tracks and property (DOT 518 160 Y) for the purpose of replacing an existing utility pole and relocating an aerial utility line in East Lampeter Township, Lancaster County (“Application”). In support of this Protest, Amtrak avers as follows:

INTRODUCTION

1. The name and address of the Protestant is The National Railroad Passenger Corporation (“Amtrak”) with a principal office located at 1 Massachusetts Avenue, N.W., Washington, DC 20001.

2. The name and address of Amtrak's attorneys are:

Susan E. Bruce (Pa. I.D. 80146)
Kenneth R. Stark (Pa. I.D. 312945)
Victoria Geddis (Pa. I.D. 335500)
McNees Wallace & Nurick LLC
100 Pine Street, P. O. Box 1166
Harrisburg, PA 17108-1166
717-237-5378
717-237-5300 (fax)
sbruce@mcneeslaw.com
kstark@mcneeslaw.com
vgeddis@mcneeslaw.com

3. Amtrak is a corporation organized under 49 U.S.C. §24101 et seq. and the laws of the District of Columbia, with its principal office located at 1 Massachusetts Avenue, N.W., Washington, DC 20001. Amtrak provides passenger rail service across the continental United States, including within Pennsylvania. Specifically, Amtrak owns and operates the railroad track that passes through East Lampeter Township in Lancaster County underneath State Route 1005 (Mount Sidney Road) (“the Crossing”). The pole that PPL is proposing to relocate is located next to Amtrak's tracks and PPL's aerial utility line crosses over Amtrak's property between Amtrak's catenary and transmission wires.¹
4. On May 1, 2025, PPL filed the Application with the Commission requesting approval to alter the public crossing within Amtrak's right of way for the purpose of replacing an existing utility pole and relocating aerial facilities. PPL seeks to obtain the Commission's approval for PPL to enter Amtrak's property, with the effect of interrupting Amtrak's operations and public passenger services, on terms that are not agreeable to Amtrak and are

¹ Per Amtrak's specifications (CE-4), aerial crossings consisting of communication lines and power lines below 115,000 volts are not permitted to cross the Railroad in electrified territory. Power lines below 115,000 volts and communication lines shall cross the Railroad through underground means. However, Amtrak is willing to work with PPL in good faith to effectuate PPL's proposed work. See <https://www.amtrak.com/about-amtrak/engineering-practices-library.html>

inconsistent with how Amtrak reviews and processes other permits to enter Amtrak's property. Because PPL seeks to enter Amtrak's property, Amtrak's standing as a party of interest in PPL's Application is self-evident.

AMTRAK'S PROTEST IS TIMELY

5. On May 27, 2025, the Commission, through the Transportation Division-Rail Safety Section of the Bureau of Technical Utility Services, posted a letter to the docket asking for objections to the Application to be filed by June 16, 2025. Section 5.14(a) of the Commission's rules and regulations, 52 Pa. Code § 5.14 provides: "Notice of applications to the Commission for authority under the act must be published in the *Pennsylvania Bulletin* and as may otherwise be required by the Commission." The Commission often publishes applications pertaining to electric distribution service in the *Pennsylvania Bulletin* and establishes any protest deadline in such notice.² PPL styled the Application as a rail crossing application. Section 5.53 of the Commission's regulations indicates that if "no protest time is specified, the protest shall be filed within 60 days of publication of the notice." 52 Pa. Code § 5.53. However, to the best of Amtrak's knowledge, the Commission has not published PPL's Application in the *Pennsylvania Bulletin* and PPL has not affixed a notice of time and place for a hearing or provided proof of publication.³ Therefore, the Commission did not establish a protest deadline in this proceeding.
6. On June 15, 2025, Amtrak filed a letter with the Commission referring PPL to Amtrak's electronic application for utility installations. This letter was filed in the present docket and

² The Commission often publishes applications of electric distribution companies in the *Pennsylvania Bulletin* where the electric distribution utility seeks to acquire or use easements of another entity to facilitate electric service upgrades. See *Acquisition of Several Easements to Support Transmission Projects, PECO Energy Company*, 55 Pa.B. 4163, Docket No. A-2025-3055493 (June 14, 2025).

³ See 52 Pa. Code § 3.361(b). Section 5.13 (Applications for construction or alteration of crossings) indicates that the application process under Section 2702 of the Public Utility Code must "comply substantially" with the requirements in Section 3.351 (relating to crossing complaints). 52 Pa. Code § 5.13(b).

was treated as a preliminary objection (“Letter Objection”). Amtrak expressly objected to PPL’s Application at that time and emphasized the need for PPL to submit an application directly with Amtrak to enter Amtrak’s property, with the application to be submitted at <https://www.amtrak.com/about-amtrak/real-estate/utility-installations.html>. Amtrak further explained that it would be able to complete its review of PPL’s Amtrak application, when submitted, as soon as possible.

7. On June 20, 2025, PPL filed Preliminary Objections to Amtrak’s Letter Objection, with a response by Amtrak initially due within ten (10) days of the date of service of said Preliminary Objections.
8. On July 23, 2025, Amtrak and PPL filed with the Commission a stipulation (“July 23 Stipulation”) agreeing that Amtrak’s deadline to respond to PPL’s Preliminary Objections shall be extended to August 13, 2025.
9. In PPL’s Preliminary Objections, PPL asserted that Amtrak failed to properly file a protest with the Commission pursuant to Section 5.51(a) of the Commission’s regulation, 52 Pa. Code § 5.51(a). Section 5.51 does not delineate any deadline for protests to be filed to applications, and the Commission has not published PPL’s Application in the *Pennsylvania Bulletin* to formally establish any protest deadline. The May 27, 2025 letter from Commission staff asking for objections to the application by June 16, 2025 did not establish any formal protest deadline. “Protest” is a legal term that is treated differently under the Commission’s regulations than are “objection” or “preliminary objection”. See 52 Pa. Code §§ 5.51-5.43 (protests), 5.101-5.13 (preliminary objections).

10. Concurrently with Amtrak's Answer to PPL's Preliminary Objections, Amtrak files this instant Protest against PPL's Application in accordance with 52 Pa. Code § 5.51 and consistent with the date established in the July 23 Stipulation between Amtrak and PPL.
11. Given that no clear protest deadline has been set by the Commission, Amtrak asks that the Commission consider the protest deadline to be no earlier than August 13, 2025 and to treat this protest as timely. Importantly, no prejudice results, as PPL has already agreed to the July 23 Stipulation allowing Amtrak to substantively respond to PPL's Preliminary Objections, which include a PPL assertion that Amtrak did not file a protest. Further, no other parties that PPL purports to have included in the service of the Application have filed any pleading in the docket or taken any formal position in this proceeding. To the extent this Protest may be viewed as untimely by the Commission, Amtrak respectfully requests that the Commission waive such deadline and treat this protest as timely under the circumstances. Amtrak's business unit timely filed an objection and expressed its concerns in this proceeding before the deadline for preliminary objections and, in the interim, Amtrak has been trying to reach a resolution with PPL regarding PPL's application. Given Amtrak and PPL were unable to reach a resolution regarding PPL's Application, Amtrak recently retained outside counsel to assist Amtrak in this instant proceeding.

GROUNDS FOR PROTEST

12. Amtrak protests the Application on the grounds that PPL has failed to demonstrate that its Application is appropriately advanced pursuant to Chapter 27, 66 Pa. C.S. §§ 2702, 2704 as a rail crossing application. Further, PPL's Application is legally insufficient as insufficient evidence is offered to support the assertion that the subject utility pole is within the public right of way of the railroad crossing (or the public highway) or that Commission

jurisdiction is appropriate here. Finally, allowing PPL to proceed without complying with Amtrak's well-established rules, procedures, and practices for utilities and other parties seeking to enter Amtrak's property to conduct any work, would impermissibly impose costs and risks upon Amtrak that the Commission is preempted from imposing under federal law.

13. While the Commission has, to date, treated PPL's Application as a traditional rail crossing application proposing the alteration, modification, construction, reconstruction, or relocation of a public rail crossing, no entity – such as the Pennsylvania Department of Transportation, a municipal owner of the public highway, or any rail public utility – is seeking to alter the bridge or physical structure or approaches at the public crossing at Mount Sidney Road where that road crosses, above grade, Amtrak's tracks and property.

14. PPL has proposed to remove an existing wooden electric utility pole that does not run directly over or immediately next to the bridge that crosses Mount Sidney Road.⁴ PPL has not demonstrated that its proposed plan of work is within a PUC-jurisdictional right-of-way and consistent with the Commission's 1969 order in Complaint Docket No. 18330⁵. As such, PPL has failed to demonstrate that its proposed removal of an existing utility pole constitutes an alteration of the public crossing at Mount Sidney Road subject to this Commission's rail safety jurisdiction under Chapter 27, 66 Pa. C.S. §§ 2702, 2704.

15. Section 2702 of the Public Utility Code provides:

No public utility, engaged in the transportation of passengers or property, shall, without prior order of the commission, construct its facilities across the facilities of any other such public utility or across any highway at grade or above or below grade, or at the same or different levels; and no highway,

⁴ See Exhibit A (photos of the Mount Sidney Road Crossing at DOT 518 160 Y). Exhibit A shows that the site of PPL's proposed utility pole relocation is not at or near the bridge.

⁵ *Conestoga Valley School District And Supervisors of The Township of East Lampeter v. The Pennsylvania Railroad Company, Department of Highways of the Commonwealth of Pennsylvania, County of Lancaster, Pennsylvania Power & Light Company, and The Bell Telephone Company of Pennsylvania*, Docket No. 18330 (Order Entered August 18, 1969).

without like order, shall be so constructed across the facilities of any such public utility, and, without like order, no such crossing heretofore or hereafter constructed shall be altered, relocated, suspended or abolished.

66 Pa. C.S. § 2702(a). The plain language in Section 2702 envisions the triggering of the Commission's rail crossing jurisdiction when a railroad public utility seeks to alter a public crossing and when the alteration of that public crossing impacts existing non-rail utility facilities. Here, PPL seeks to use the Commission's *potential*, incidental regulatory authority in an area where any regulatory authority – to the extent it exists – is incidental to the Commission's primary regulatory authority in evaluating proposed physical modifications to public roadways, bridges, and crossing approaches at rail public crossings. No such alterations to the bridge, roadway, and crossing approaches at Mount Sidney Road are being proposed. The Commission only has the powers delegated expressly to it by the General Assembly. *Fairview Water Co. v. Pa. Pub. Util. Com*, 502 A.2d 162 (1985); *W. Pa. Water Co. v. Pa. PUC*, 311 A.2d 370 (1973). While the Commission has jurisdiction to issue an order pertaining to utility lines, wires, or facilities within a public rail highway crossing, the Commission's primary jurisdiction and purpose in regulating public crossings is to promote safety and protect the public interest when a railroad public utility seeks to construct, relocate, suspend, or abolish a public crossing. *See* 66 Pa. C.S. §§ 2702, 2704; 52 Pa. Code § 3.361 (authorizing complaints contending a crossing is dangerous or inadequate). Notably, the Commission has expressly disclaimed jurisdiction over interpreting easements and adjudicating real estate disputes. *Daniel K. Smith v. Verizon Pennsylvania Inc.*, 2012 Pa. PUC LEXIS 326, *7-8, Docket No. C-2011-2243681 (Order Entered March 2, 2012).

16. In support of its position, PPL relies upon *Dep't of Highways v. Pa. PUC*, 182 A.2d 267 (Pa. Super. 1962). In this case, the Superior Court held that the Commission had jurisdiction to direct the construction of a bridge over a public highway rail crossing in a manner that would permit The Bell Telephone Company “to relocate and install its facilities in the structure of the bridge.” *Id.* at 268 (emphasis added). Bell had asked the Commission for authorization to place its telephone cables in conduits at the bridge and to replace poles carrying telephone cable across the bridge. The Department of Highways contended that Bell should have obtained a permit from the Department of Highways. The Court emphasized that the Commission has the exclusive authority to direct any construction at a public highway-rail crossing and “can direct the details of construction so as to provide for occupancy and relocation of the facilities of a utility occupying a highway or street in the area under commission jurisdiction.” *Id.* at 272. In this case with PPL, no construction, alteration, or reconstruction of the bridge or crossing the bridge, roadway, or crossing approaches at the Crossing at Mount Sidney Road are being proposed. In addition, PPL has not demonstrated that the entire area wherein PPL seeks to conduct work in Amtrak’s property is subject to the Commission’s jurisdiction. Further, PPL has not shown why any potential, incidental Commission jurisdiction to order the relocation of non-rail utility lines – to the extent any such jurisdiction exists here – is superior to real estate law and the federal permitting process that governs any other party requests to enter Amtrak’s property. While the Commission’s jurisdiction over public rail highway crossings may be exclusive if such jurisdiction attaches, *see Phila. v. PECO*, 473 A.2d 997, 1003 (Pa. 1984), the Commission’s jurisdiction “over rail-highway crossings is not unlimited,” (*id.*) and the General Assembly ensured that the Commission’s jurisdiction “was carefully limited to

public or highway crossings.” *Del. v. Shuman*, 115 A.2d 161, 164 (Pa. 1955). Highway is defined in the Public Utility Code as a “way or place of whatever nature open to the use of the public as a matter of right for purposes of the vehicular traffic.” *See id.*; 66 Pa. C.S. § 102. In its Application, PPL does not seek to alter or reconstruct the highway at the Crossing.⁶ PPL has failed to demonstrate Commission jurisdiction is proper and displaces the body of real estate law in Pennsylvania and Amtrak’s federal regulatory regime.

17. Finally, Courts have held⁷ that federal statutes pertaining to Amtrak preempt state laws and policies that conflict with the federal statute at issue and are counter to those statutes’ legislative purpose. For example, in *National R.R. Passenger Corp. v. Pennsylvania Pub. Util. Comm’n*, 848 F.2d 436 (3d Cir. 1988), the Commission directed Amtrak to pay 20% of the costs to replace a bridge over Amtrak’s right-of-way and to assume future maintenance costs for the new bridge.⁸ Both the district court and the Third Circuit concluded that the PUC’s assessment was preempted by 45 U.S.C. § 546b, which was the predecessor to 49 U.S.C. § 24301(l). 49 U.S.C. § 24301(l) states:

Amtrak, a rail carrier subsidiary of Amtrak, and any passenger or other customer of Amtrak or such subsidiary, are exempt from a tax, fee, head charge, or other charge, imposed or levied by a State, political subdivision, or local taxing authority on Amtrak, a rail carrier subsidiary of Amtrak, or on persons traveling in intercity rail passenger transportation or on mail or express transportation provided by Amtrak or such a subsidiary, or on the carriage of such persons, mail, or express, or on the sale of any such

⁶ Indeed, the engineering diagram in Exhibit A to PPL’s Application and Exhibit A to this Protest confirm that the wooden poles and wireline where PPL proposes to conduct work are not adjacent to the physical Highway and bridge at the Mount Sidney Road Crossing. Even if the wooden poles and wireline are in the Highway’s right-of-way – which PPL has not demonstrated – no physical alteration of the Highway and the bridge is being proposed. In fact, if the wooden pole and/or wireline were to fall, the wooden pole/wireline would fall on Amtrak’s facilities and interrupt Amtrak’s operations (not highway operations at Mount Sidney Road). PPL’s specific plan of work is unclear, and PPL has not provided to Amtrak any site plans, construction plans, specifications, or computations signed and sealed by a Registered Professional Engineer.

⁷ *National R.R. Passenger Corp. v. Pennsylvania Pub. Util. Comm’n*, 848 F.2d 436 (3d Cir. 1988); *Deweese v. National R.R. Passenger Corp.*, 590 F.3d 239 (3d Cir. 2009); *O&G Industries, Inc. v. National R.R. Passenger Corp.*, 537 F.3d 153 (2d Cir. 2008)

⁸ *Id.* at 437.

transportation, or on the gross receipts derived therefrom after September 30, 1981.

The Third Circuit held that the statutory exemption in 49 U.S.C. § 24301(l) should be liberally construed,⁹ and that the Commission's maintenance assessment against Amtrak was preempted by the federal statute.¹⁰

18. Further, the Third Circuit Court of Appeals has concluded that a Pennsylvania statute that would otherwise confer sovereign immunity on a Pennsylvania-based entity is preempted by the Amtrak Reform and Accountability Act of 1997 ("the Amtrak Reform Act"), 49 U.S.C. § 24301 *et seq.* *DeWeese v. Nat'l R.R. Passenger Corp.*, 590 F.3d 239 (3d Cir. 2009). In *DeWeese*, the Court preempted the Pennsylvania statute because the Amtrak Reform Act "reveals that giving Amtrak the freedom to negotiate agreements with other carriers to allocate the financial consequences of liability was a key component of the Reform Act, and § 28103(b) [in the United States Code] was specifically needed to eliminate 'the possibility that state laws can nullify [Amtrak's] indemnification contracts.'" 590 F.3d at 248. Here, PPL is refusing to accept the terms of a license agreement with Amtrak that include indemnification provisions.

19. Should the Commission allow PPL to proceed without complying with Amtrak's requirements, the Commission will, in essence, impose costs and risks on Amtrak that the Commission may not impose due to preemption by 49 U.S.C. § 24301(l).

⁹ *Id.* at 440.

¹⁰ See also *National R.R. Passenger Corp. v. Pennsylvania Pub. Util Comm'n*, 342 F.3d 242, 247-49, 257-59 (3d Cir. 2003) (enjoining the PUC from assessing Amtrak for any kind of highway bridge costs).

AMTRAK'S REQUESTED RELIEF

20. Amtrak has well-established rules, permitting and license procedures, and engineering practices and specifications for utilities and private parties seeking to enter Amtrak's property to conduct any work. In line with these practices, Amtrak is willing to allow PPL to proceed with their requested work, provided PPL agrees to the following:

- a. Accept the changes to PPL's construction and design documents requested by Amtrak on July 16, 2025 which are restated in Sections 21 and 22 below;
- b. Reimburse Amtrak for costs incurred during review of PPL's documents;
- c. Coordinate flagging protection for any work occurring on, above, or adjacent to Amtrak's Right of Way and reimburse Amtrak for associated costs;
- d. Obtain Amtrak's "Permit to Enter Property" whenever PPL performs work on, above, or adjacent to Amtrak's Right of Way (Amtrak's permit includes required safety protocols and indemnification provisions); and
- e. Execute an occupancy license or easement or other appropriate documentation that authorizes PPL's to occupy space above Amtrak's Right of Way.

21. In regard to above request in Paragraph 20.a., Amtrak requests the integration of the following substantive comments to PPL's design set:

- a. Coordinates provided in the title block (40.914519, -76.842435) are not consistent with the project location. Please update the coordinates to show the crossing over the centerline of Amtrak property.
- b. Amtrak conductors (signal line, feeders, transmission, etc.) and catenary system must be shown (with vertical clearances) to the crossing in profile view.

- c. Existing fiber crossings (e.g., DQE Communications) supported by PPL poles must be shown and labeled (by owner) in the profile view. If DQE's forces will perform pole reattachment work and will need to enter Amtrak property to do so, then a separate permit for DQE will be required.
 - d. It is unclear if existing wirelines are being attached to a new pole or the existing transmission pole shown. Show the location of the proposed pole in plan and profile view.
 - e. Because the project will require PPL or its contractors to enter Amtrak property, PPL or its contractors, as applicable, must obtain a separate permit with Amtrak. The permit application should be submitted through Amtrak's portal (<https://www.amtrak.com/about-amtrak/real-estate/utility-installations.html>) and Amtrak will process the application within 10 days.
 - f. Sign and seal the plan set and calculations by a professional engineer.
22. Also regarding Paragraph 20.a., Amtrak requests the integration of the following standard notes to PPL's design set. These notes have not been found to be objectionable by PPL in past circumstances where they were integrated into design sets.
- a. All underground utilities, cables, and facilities must be located and protected before any excavating, drilling, boring/directional drilling, ground penetrating activities, or construction takes place. This includes railroad and commercial utilities, cables, duct lines, and facilities. These activities will not be performed in close proximity to the railroad duct lines unless monitored by on-site Amtrak Communications and Signal ("C&S") department personnel. Hand digging may be required, as directed by Amtrak through the on-site Amtrak C&S support personnel. Amtrak maintains

the right to access all existing cables and conduits throughout construction. Amtrak also reserves the right to upgrade and install new cables and conduits in the affected area. The “one-call” process must be followed. Be aware that Amtrak is not part of the one-call process; contact Amtrak Engineering to have all railroad underground utilities and assets located. If requested by Amtrak, existing depths of utilities being crossed must be verified through test pits performed by the Contractor as directed by and under the direct supervision of Amtrak C&S support personnel. Precautions must be taken to prevent any interruption to railroad operation.

- b. Signal Preview must not be obstructed. Consultants performing work for Amtrak or on Amtrak property must show that there is adequate signal preview. In addition, all temporary structures, formwork, equipment, etc. must comply during construction.
- c. Amtrak C&S personnel must field-verify that there is no signal equipment in the way of the project and that signal preview is not being obstructed.
- d. If work shall be performed on railroad property that involves heavy trucks, equipment, or machinery along the right-of-way, duct lines and pull boxes shall be inspected by onsite Amtrak personnel and the equipment operator to ensure they can withhold the appropriate weight. Refer to Amtrak’s Tiers & Static Wheel Load Ratings Document.
- e. Any work (or equipment being staged onsite during construction) performed at or near a railroad crossing must not obstruct the view of flashing light units or gates to oncoming traffic.

- f. All persons that are on or adjacent to railroad property must successfully complete the Contractor Orientation Training. All Contractors must carry their “Amtrak Contractor Roadway Worker Protection” card with them at all times while on or adjacent to railroad property.
- g. All work on or adjacent railroad property must comply with Amtrak Engineering Practices EP3014 – Maintenance and Protection of Railroad Traffic During Contractor Operations.
- h. The tracks must be protected during excavation for new pole installation in accordance with Amtrak EP3014 Spec 02261. See Sketch 1 in Amtrak EP3014 Spec 02261 for guidance.
- i. Rails must be protected against debris. Rust, sand, metal shavings or other material can interfere with the proper shunting sensitivity of the track circuit.
- j. Prior to entering Amtrak’s property for any work, the contractor must execute Amtrak’s standard Temporary Permit to Enter Upon Property (PTE). The fully executed PTE, written notice to proceed from Amtrak that all requirements of the PTE have been met and proof of safety training must, at all times, be furnished by the contractor at the project site.
- k. Any debris or damage resulting from work shall be immediately reported to the railroad. Railroad shall be repaired by railroad forces at project expense.
- l. Electromagnetic Interference (EMI) caused by High Voltage Transmission lines can have an impact on buried pipelines and Communication Cable. EMI can have an impact on railroad track circuits, signal circuits and frequencies associated with approach overlay, and Island circuits for grade crossing equipment. The

transmission owner and construction company are responsible for the electromagnetic compatibility between the Transmission lines installed and the Amtrak C&S system to mitigate the risk of unintentional generation, propagation and reception of electromagnetic waves that can cause EMI to railroad signal and communication's normal operations, surge induced damage to railroad signal and communication equipment, or physical injury to railroad employees and the general public.

- m. Should EMI caused by High Voltage Transmission lines be found at this location, the transmission owner must conduct appropriate EMI/EMF studies and provide remedies to correct any inductive interference with railroad facilities at owner's expense.
- n. Whenever work is performed in the vicinity of electrified tracks and/or high voltage wires, particular care must be exercised, and railroad's requirements regarding clearance to be maintained between equipment and tracks and/or energized wires. The contractors must supply an adequate length of grounding cable (4/0 copper with approved clamps) for each piece of equipment working near or adjacent to any overhead wire per Amtrak Spec 16064. Any proposed work within twenty-five (25) feet of the centerline of track requires Amtrak RWP Protection. Any work to be performed within fifteen (15) feet of the overhead wires must be done under the protection of an Amtrak Class "A" employee.
- o. Amtrak's Engineer Practices and Standards Library can be found at the following link: <https://www.amtrak.com/about-amtrak/engineering-practices-library.html>

23. Regarding Paragraph 20.d. of this Protest, Amtrak drafted a license agreement for the occupancy in Amtrak's right-of-way, attached hereto as Exhibit B. To date, PPL has refused to execute or negotiate this agreement, generically relying on *Dep't of Highways v. Pa. PUC*, 182 A.2d 267 (Pa. Super. 1962) as cited in PPL's Preliminary Objections. As explained in this Protest, PPL's recitation of the law discussed in that case is incomplete and PPL fails to demonstrate that the case and the governing law are analogous to and applicable to the present circumstances. Additionally, PPL has executed a substantially similar agreement with Amtrak as recently as last year (attached as Exhibit C).
24. None of the aforementioned requirements are extraordinary or unique to this Application. Rather, they are part of Amtrak's long-established best practices and have not been objectionable to PPL in the past. PPL is attempting to use the procedural posture of this proceeding to subvert these reasonable requests from Amtrak that are designed to reduce Amtrak's risk, ensure consistency with Amtrak's Engineering Practices and Specifications, and ensure the safe and continuous operations of Amtrak's services for Amtrak's customers.

CONCLUSION

WHEREFORE, Amtrak respectfully requests that the Commission dismiss PPL's Application. In the event that the Commission does not dismiss PPL's application, the Commission should transfer PPL's application from the Bureau of Technical Utility Services to the Office of Administrative Law Judge because PPL's application is contested and presents genuine issues of material fact, or direct PPL to follow Amtrak's rules, permitting and license procedures, and engineering practices and specifications for utilities and parties seeking to enter Amtrak's property to conduct any work.

Respectfully submitted,



Susan E. Bruce (Pa. I.D. 80146)
Kenneth R. Stark (Pa. I.D. 312945)
Victoria A. Geddis (Pa. I.D. 335500)
McNees Wallace & Nurick LLC
100 Pine Street, P. O. Box 1166
Harrisburg, PA 17108-1166
717-237-5378
717-237-5300 (fax)
sbruce@mcneeslaw.com
kstark@mcneeslaw.com
vgeddis@mcneeslaw.com

Counsel for the National Passenger Railroad Corporation

Dated: August 13, 2025

VERIFICATION

I, Krista L. Keene, Senior Director of Real Estate at The National Railroad Passenger Corporation (“Amtrak”), hereby state that the facts above set forth in the foregoing document are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Dated: August 13, 2025

Signed by:
Krista Keene
1E0B44A8886A465...

EXHIBIT A







EXHIBIT B

**NATIONAL RAILROAD PASSENGER CORPORATION
PIPE & WIRE LICENSE AGREEMENT**

THIS PIPE AND WIRE LICENSE AGREEMENT (“Agreement”) is made this 1st day of August 2025, (“Effective Date”) by and between:

NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under 49 U.S.C. §24101 *et seq.* and the laws of the District of Columbia, with its principal office located at 1 Massachusetts Avenue, N.W., Washington, DC 20001 (“Amtrak”), and

PPL Electric Utilities, a corporation organized under the laws of Pennsylvania with its principal office located at 651 Delp Road, Lancaster, PA 17601 (“PPL”).

BACKGROUND

A. PPL desires to install, construct, repair, maintain, inspect, use, operate, and/or remove the below described facilities (“Facilities”), over, under, or across Amtrak, at the below described location(s) (“Property”):

- | | |
|---------------------------|--|
| (1) Facilities: | Pole and aerial 12kv electrical power circuit over and across Amtrak right-of-way. |
| (2) Sole Purpose: | To supply electricity and related services. |
| (3) Milepost: | AH-62.64 |
| (4) City, County, State: | East Lampeter, Lancaster County, PA |
| (5) Latitude / Longitude: | 40.0429805, -76.2091178 |
| (6) Val Map: | 666 |
| (7) Public Roadway: | Mount Sidney Road (AAR/DOT# 518160Y) |

all as delineated and in accordance with and limited to the installation shown on print of drawings titled “PPL Crossing Amtrak RR” prepared by PPL Electric Utilities and dated 02/2025 (“Plans”), which is marked as **Exhibit A**, attached hereto and made a part hereof.

B. Amtrak is willing to grant a temporary license to PPL to use the area (as defined in Section 1) for the Permitted Use (as defined in Section 2) pursuant to the terms set forth in this Agreement.

In consideration of the mutual covenants set forth herein and background recitals set forth above (which are incorporated herein), the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Occupancy. Subject to the terms and conditions of this Agreement, Amtrak hereby grants to PPL a license to use the portion of Amtrak’s Property as delineated on **Exhibit A** (“License Area”). PPL accepts the License Area in its current “as is” condition. Amtrak makes no representations or warranties as to the zoning, occupancy, condition, or fitness of the area for the Permitted Use or any other use. Further Amtrak’s granting of this Agreement or review of the Plans is not an acknowledgement or approval by Amtrak of the adequacy of the Plans for the intended safe use and operation.

2. Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated according to the terms of this Agreement.

3. **Permitted Use.** The License Area shall be used by PPL only for the use, maintenance, repair, alteration, renewal, replacement, relocation and/or removal of the Facilities in accordance with the Plans and all other conditions of this Agreement (“Permitted Use”) and for no other purpose without the prior written consent of Amtrak. PPL shall comply with all applicable laws, rules, and regulations of all governmental authorities having jurisdiction over PPL and the Facilities and shall assume all costs and expenses and responsibility in connection therewith.

4. **Condition of Facilities.** PPL, at its sole cost and expense, will install, construct, maintain, inspect, use, operate, repair, alter, renew, relocate, and remove the Facilities in safe condition and good operating order, and in such a manner as will not interfere with the operations of Amtrak, or endanger persons or property of Amtrak.

5. **Facilities Work.** The parties acknowledge that maintenance, repair, alteration, renewal, replacement, relocation, and/or removal of the Facilities may require track protection and power outages and therefore agree that PPL and its contractors shall not commence any such work on the Facilities without Amtrak’s prior written approval. PPL acknowledges that Amtrak may require, in order to provide such approval, that PPL and/or its contractors performing work on the Facilities to obtain from Amtrak and execute Amtrak’s then-current version of its Temporary Permit to Enter or similar document (collectively “Temporary Permit to Enter”) prior to their entry upon Amtrak property.

6. **Inspection.** Amtrak shall have the right to inspect the Facilities for confirmation of compliance with the terms of this Agreement. Inspections are conducted for Amtrak’s sole benefit, and not for the benefit of any other party or person. By inspecting or having the right to do the same, (i) Amtrak accepts no liability for any design and/or construction defects, flaws, or mistakes, and waives none of its legal rights, and (ii) Amtrak shall not be deemed to warranty, guarantee, or give assurance of the adequacy of the work or of the Facilities as constructed.

7. **Relocation.** If at any time during the term of this Agreement: (i) Amtrak determines the Facilities interfere with Amtrak’s operations or (ii) Amtrak requires the License Area for railroad purposes, then PPL shall, at its sole cost and expense, within thirty (30) days after receiving written notice from Amtrak to such effect, make such changes to the Facilities as may be necessary to avoid such interference or railroad operations, including, without limitation, the relocation of the Facilities.

8. **Indemnification.** PPL shall indemnify, hold harmless and defend Amtrak and its officers, directors, principals, agents, contractors, occupants, affiliates, subsidiaries and employees, and their respective heirs, personal representatives, successors and assigns from and against any and all losses, damage, claims, demands, actions or causes of action, suits at law or in equity, judgments, liabilities or expenses, including without limitation attorney’s fees on account of the injury or death, to any person whatsoever, or for damage or destruction to property of any person whatsoever, including environmental contamination and loss or destruction or loss of use thereof, arising from or related in any way, directly or indirectly, to the Facilities and/or the rights granted hereunder.

Notwithstanding anything in this Agreement to the contrary, PPL may insure any and all risks required to be covered pursuant to this Agreement in its wholly-owned captive insurance company and may elect to self-insure, independent of its wholly-owned captive insurance company, any self-insured retention and/or deductible amount and any Commercial General Liability limits. PPL further agrees any right to self-insure, or self-insured retention and/or deductible amounts shall not be construed as limiting or expanding the indemnification, hold harmless and rights to defense provisions of this Agreement.

9. Default. An event of default shall be deemed to have occurred if PPL fails to comply with any provision of this Agreement and does not cure such failure within thirty (30) days after written notice from Amtrak. However, if the nature of the default is such that it cannot reasonably be cured within thirty (30) days, and PPL is diligently pursuing a cure, then PPL shall be granted a reasonable extension of time to complete the cure—provided that such extension shall not exceed an additional thirty (30) days unless otherwise agreed to in writing by Amtrak. Upon the occurrence of any event of default by PPL, Amtrak shall have the right to exercise any or all of the following remedies: (i) Terminate this Agreement; and/or (ii) Pursue any other remedies available at law or in equity. The remedies set forth in this Agreement are not exclusive. Amtrak’s decision to exercise or not exercise any remedy shall not be deemed a waiver of that default, any other default, or the right to enforce any provision of this Agreement in the future. Additionally, Amtrak’s failure to enforce any term or condition of this Agreement at any time shall not be construed as a waiver of its right to enforce such term or condition at any later time during the term of this Agreement.

10. Termination. This Agreement may be terminated by written notice under the following circumstances: (i) In the event the Pennsylvania Public Utility Commission (PUC) no longer has jurisdiction over the location of the Facilities; and/or (ii) In the event of a default that the PPL fails to cure after the applicable cure period. In the event of termination, PPL shall remove the Facilities within thirty (30) days of receiving such notice. If PPL fails to remove the Facilities as required, Amtrak shall have the right to remove the Facilities and PPL shall promptly reimburse Amtrak for all documented costs incurred in connection with such removal. Notwithstanding anything to the contrary contained in this Agreement, the termination of this Agreement shall not relieve PPL from obligations accruing prior to the termination date.

11. Notices. All notices, consents, and approvals required or permitted by this Agreement shall be in writing and shall be deemed proper and effective either (i) upon receipt of electronic mail at pipewire@amtrak.com and where the electronic mail is immediately followed by service of the original of the subject item in another manner permitted herein; (ii) upon personal delivery, (iii) upon the expiration of three (3) days following mailing by first class US mail; or (iv) upon the next business day following mailing by a nationally recognized overnight courier to the parties at the addresses set forth below, or such other addresses as Parties may designate by delivery of prior notice to the other party:

To LICENSEE:

PPL Electric Utilities
651 Delp Road
Lancaster, PA 17601
Attention: Agent, Right of Way

To Amtrak:

National Railroad Passenger Corporation
1801 Market Street, 8th Floor
Philadelphia, PA 19103
Attn: Sr. Director, Real Estate Development

12. Personal Right Only. The Agreement and any related rights granted to PPL are personal privileges to the PPL only and do not and are not intended to grant or confer any right, privilege or benefit to any other person or entity. PPL shall not assign this Agreement without the prior written consent of Amtrak.

13. No Partnership or Joint Venture. Nothing in this Agreement is intended or shall be construed in any way as creating or establishing the relationship of partners or joint venturers between the parties hereto, or as constituting PPL as an agent or representative of Licensor or Licensor as an agent or representative of PPL for any purpose or in any manner whatsoever.

14. Governing Law. This Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania, without giving effect to choice of law or conflicts of law principles, and shall be adjudicated exclusively in federal courts.

15. Entire Agreement. This Agreement including, without limitation, the recitals and all exhibits, contains the entire and integrated understanding of the parties and may not be modified, amended, supplemented, except in writing and signed by the parties. The recitals and exhibits of this Agreement are specifically incorporated by reference into this Agreement as a specific contractual part of this Agreement. This Agreement contains the sole and only agreement of the parties as to the License. Any prior agreements, promises, negotiations or representations relating to the subject matter herein, not expressly set forth in this Agreement are of no force or effect.

16. Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by PDF, facsimile or other electronic signature by email transmission by the parties. Receiving parties may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original has been received. No party shall contest the admissibility or enforceability of the electronically signed copy of the Agreement in any proceeding arising out of the terms and conditions of this Agreement.

[Remainder of page intentionally left blank – Signature page to follow]

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date.

NATIONAL RAILROAD PASSENGER CORPORATION

By: Krista Keene
Title: Senior Director Real Estate Development
Date:

PPL ELECTRIC UTILITIES

By:
Title:
Date:

EXHIBIT C

NATIONAL RAILROAD PASSENGER CORPORATION
 TEMPORARY PERMIT TO ENTER UPON PROPERTY
 PERMIT NO: PA-DA-10037

Internal Order: 4100
 WBS Element: B.RE.100080.0377
 Maximo No: 29184791
 Agreement No: 37-07-402

This Temporary Permit to Enter Upon Property Agreement (“Temporary Permit”) is by and between:

NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under 49 U.S.C. §24101 *et seq.* and the laws of the District of Columbia, with its principal office located at 1 Massachusetts Avenue, N.W., Washington, DC 20001 (“Railroad”),

PENNSYLVANIA POWER & LIGHT ELECTRIC UTILITIES, whose principal office is located at 827 Hausman Rd, Allentown, PA 18104 (“Permittee”) and who is entering into this Temporary Permit

WHEREAS, on May 9, 1977, Railroad and Permittee entered into an agreement to install, construct, repair, maintain, inspect, use, operate, and/or remove facilities (“Facilities”) identified therein over, under, or across property owned or controlled by Railroad (the “Railroad-Permittee Agreement”); and

WHEREAS, Permittee has submitted a written application to enter upon or impact property owned and/or controlled by Railroad (the “Property” as defined in Section 4 hereof); and

WHEREAS, Railroad is willing to grant to Permittee the limited right and temporary permission to enter upon or impact the Property for the limited purpose of performing only the work set forth herein, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, Railroad and Permittee, intending to be legally bound, hereby agree as follows:

1. **SCOPE OF WORK.** Temporary permission is hereby granted via this Temporary Permit for Permittee to perform the activities and work specified in the documents attached hereto as Attachment C and incorporated herein (hereinafter called the “Project Documents”), under the terms and conditions set forth below.

Permittee’s work shall be in strict conformance with all provisions of this Temporary Permit, including (without limitation) the Project Documents, the Railroad-Utility Company Agreement and all applicable laws. No changes are permitted without advance written approval from Railroad.

2. **TERM OF TEMPORARY PERMIT.** The term of this Temporary Permit shall extend from the Execution Date (as indicated on the signature page) until twelve (12) months from the Execution Date (the “Expiration Date”), subject to all of the terms and conditions contained herein.

3. **CONDITIONS.** This Temporary Permit shall not be effective until:

A. Permittee has paid to Railroad the Temporary Permit application fee of \$2,000.

B. Railroad has approved the use of its Blanket Railroad Protective Liability Insurance (“RRPLI”) Program for Permittee, and Permittee has elected to utilize Railroad’s RRPLI

coverage and Permittee has paid to Railroad the RRPLI fee in the amount of \$1,130.

C. Permittee has provided satisfactory evidence of the insurance required pursuant to Section 17 hereof.

4. LOCATION AND ACCESS. Permittee is authorized to perform the work at the following location as may be more specifically depicted in the Project Documents:

MP 98.59 to 100.16

Steelton, Dauphin County, PA

(hereinafter called "Property").

At all times, Permittee shall maintain a copy of this Temporary Permit at this location.

5. DEFINITION OF PERMITTEE. For purposes of this Temporary Permit, all references herein to Permittee shall include Permittee's contractors, subcontractors, consultants, officers, agents and employees, and others acting under its or their authority.

6. INDEMNIFICATION.

A. As used in this Section, the term "Railroad" also includes all commuter agencies and other railroads with rights to operate over Railroad property, and their respective officers, directors, employees, agents, successors, assigns and subsidiaries.

B. Permittee hereby releases and agrees to defend, indemnify and hold harmless Railroad, as well as its officers, directors, employees, agents, successors, assigns and subsidiaries (collectively the "Indemnified Parties"), irrespective of negligence or fault on the part of the Indemnified Parties, from and against any and all losses and liabilities, penalties, fines, demands, claims, causes of action, suits, and costs (including cost of defense and attorneys' fees), which any of the Indemnified Parties may hereafter incur, be responsible for, or pay as a result of either or both of the following:

- i. injury, death, or disease of any person, and/or
- ii. damage (including environmental contamination) to or loss of any property, including property of Railroad,

arising out of or in any degree directly or indirectly caused by or resulting from activities of or work performed by Railroad and/or Permittee in connection with this Temporary Permit.

C. The foregoing obligation shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation, or benefits payable by or for Permittee and shall survive the termination or expiration of this Temporary Permit for any reason.

7. RAILROAD REPRESENTATIVE. Permittee shall communicate with and send notifications to the following Railroad representative ("Railroad Representative") or his or her duly authorized designee for access to the Property, use of the Property, safety requirements, railroad protection services, and all other items related to the physical work on the Property:

Andrew Ingram
Capital Construction Manager
Andrew.Ingram@amtrak.com
267-608-8267

8. PERMITTEE REPRESENTATIVE. Permittee shall designate a representative (“Permittee Representative”) who will be the main point-of-contact on behalf of Permittee. The Permittee Representative shall be present on-site, or available at all times, during the performance of the work. Permittee shall, on the signature page of this Temporary Permit, identify the Permittee Representative and provide his/her contact information (phone and email).

9. INITIAL USE OF PROPERTY. Permittee shall notify the Railroad Representative via electronic mail, at least fifteen (15) working days before it desires to enter upon the Property to commence the work permitted hereunder. No entry upon the Property will be permitted until this Temporary Permit has been fully executed, specific written permission to enter upon the Property has been received by Permittee via electronic mail, a site-specific work plan has been approved by Railroad where required, and all other Railroad requirements including completion of the required safety training have been satisfied. In addition, access is permitted only when the required railroad protection services are present on-site in accordance with Section 15 hereof.

10. ONGOING USE OF PROPERTY. After Permittee’s initial access to the Property, Permittee shall provide notification to Railroad as set forth herein for any subsequent time when Permittee desires access to the Property. Permittee shall notify the Railroad Representative a minimum of forty-eight (48) hours prior to access to the Property with the date and time of the requested access, the number of personnel expected to be on site, the equipment, if any, expected to be on site, the expected number of hours on the Property, and the portion of the work to be performed on that date. Notification shall be made by phone and via electronic mail. In addition, access is permitted only when the required railroad protection services are present on-site in accordance with Section 15 hereof.

11. IMPACT TO RAILROAD. All activities performed by or on behalf of Permittee shall be performed so as not to interfere with Railroad's operations or facilities, except where such interference has been authorized in writing by Railroad and the required railroad protection services are present on-site in accordance with Section 15 hereof. In no event shall Permittee’s personnel, equipment, or material cross a track(s) without written permission from and coordination with the Railroad Representative.

12. CLEARANCES. All personnel, equipment, and material of Permittee shall be kept away from the tracks by the distances set forth in Attachment A hereof, unless specifically otherwise authorized by the Railroad Representative. Permittee shall conduct all operations so that no part of any personnel, equipment, or material can foul: an operating track; transmission, communication, or signal line; or any other structure or facility of Railroad without express written authorization from the Railroad Representative.

13. RESTORATION OF PROPERTY. Upon completion of the work, Permittee shall restore the Property to the original (or better) condition as it existed on the Execution Date. This includes the restoration of any fences removed or damaged by Permittee. Permittee is responsible for all costs associated with restoration of the Property. Prior to commencing any work on the Property, Permittee shall take photographs to document the original condition of the Property and submit them to Railroad via electronic mail. Upon completion of the work and restoration of the Property, Permittee shall take photographs to document the condition of the Property and submit them to Railroad via electronic mail. If Permittee fails to restore the Property as set forth herein, Railroad may perform such restoration and Permittee shall reimburse Railroad for all associated costs.

14. SAFETY. All access or impact to the Property shall be performed in accordance with the document entitled "SPECIFICATIONS REGARDING SAFETY AND PROTECTION OF RAILROAD TRAFFIC AND PROPERTY," a copy of which is attached hereto and incorporated herein as Attachment A. Failure to comply with Railroad’s safety requirements and Attachment A shall, at Railroad’s option, result in immediate termination of this Temporary Permit, denial of future Temporary Permit requests by Permittee, and forfeiture of all funds paid to Railroad.

15. PROTECTION. Any railroad protection services shall be at the sole cost and expense of Permittee, including all personnel and services needed to support Permittee's work. No work may be performed without the required railroad protection services present at the Property. The Railroad Representative may, at his/her discretion, require additional railroad protection services or such other services as deemed necessary or appropriate and Permittee shall reimburse Railroad for all associated costs.

16. REVIEW OF PLANS. Any review of plans or construction submittals by Railroad shall be for the purpose of examining the general arrangement, design and details of the work for potential impact on Railroad's operations, facilities and/or property. No review, correction or approval of plans or submittals by Railroad shall relieve Permittee from the entire responsibility for errors or omissions in such plans and submittals or for the adequacy thereof. **Railroad assumes no responsibility for and makes no representations or warranties, express or implied, as to the design, workmanship or adequacy of the plans and submittals or of the work.** Review and/or approval of any plans or submittals by Railroad shall not in any way relieve Permittee from, or otherwise modify, Permittee's indemnity or liability obligations.

17. INSURANCE. Before Permittee commences any work that involves access to or impact on the Property, Permittee and its contractors or consultants (unless Permittee opts to provide the required coverage for them), shall furnish to Railroad evidence of the insurance coverages specified in the document entitled "INSURANCE REQUIREMENTS - NATIONAL RAILROAD PASSENGER CORPORATION," a copy of which is attached hereto and incorporated herein as Attachment B. All insurance correspondence shall be sent via electronic mail to pipewire@amtrak.com with "COI for PA-DA-10037" as the subject line.

18. SAFETY TRAINING CLASS. All persons performing work on the Property on behalf of Permittee shall have successfully completed Railroad's contractor orientation computer-based safety training class, as noted in Section 12 of Attachment A. The safety training program is available at <http://www.amtrakcontractor.com>, is valid for one year, and must be repeated every year thereafter.

19. COMPLIANCE. Permittee shall comply (and ensure that its contractors, subcontractors and consultants comply) with the terms and conditions of this Temporary Permit. Any failure to comply with any term, condition and/or obligation under this Temporary Permit shall be a default by Permittee under the Railroad-Utility Company Agreement and under this Temporary Permit. Railroad shall resolve in its discretion any conflicts with, among and/or between this Temporary Permit and the Railroad-Utility Company Agreement. At the request of Railroad, Permittee shall remove from the Property any employee of Permittee or any contractor/subcontractor/consultant who fails to conform to the requirements specified in this Temporary Permit or the Railroad-Utility Company Agreement or as instructed by the Railroad Representative in connection with the work. Permittee shall indemnify Railroad against any claims arising from the removal of any such person from the Property. In the event Permittee or its contractors/subcontractors/consultants fail to comply with terms and conditions of this Temporary Permit or the Railroad-Utility Company Agreement, Permittee agrees to pay and agrees that Railroad shall be entitled to recover costs and expenses incurred by Railroad, including legal fees and expenses, to enforce the terms and conditions of this Temporary Permit. This section shall survive the expiration or termination of this Temporary Permit for any reason.

20. AUTHORIZATION. Before performing the work authorized by this Temporary Permit, Permittee, at its sole cost and expense, shall obtain all necessary third-party approvals, including but not limited to real estate, zoning, building, construction, health, safety, or environmental approvals.

21. LAWS AND REGULATIONS. Permittee expressly agrees and warrants that it shall conform and comply with all applicable ordinances, rules, regulations, requirements, and laws of any governmental authority (state, federal or local) having jurisdiction over Permittee's activities, including the regulations

of the Occupational Safety and Health Administration (OSHA) (29 CFR 1926.651(b), et al.).

22. COSTS; PAYMENTS.

A. As set forth in the Railroad-Utility Company Agreement, Permittee shall bear the entire cost and expense associated with (i) the Permitted Use of the Facilities, and (ii) any work performed or materials furnished by Railroad in connection with the review of design and construction plans, inspection, construction, maintenance, railroad protective services and other related work (collectively, the "Services"), which shall be paid by Permittee in accordance with terms set forth in the Railroad-Utility Company Agreement.

B. Railroad shall not be responsible for any costs incurred by Permittee or Railroad in relation to any matter related to this Temporary Permit. Permittee shall bear all costs incurred by Permittee or Railroad in relation to this Temporary Permit. Without limiting the foregoing, Permittee is required to pay and/or reimburse Railroad for all costs incurred by Railroad for its Services, including, but not limited to, flagging and other railroad protection services, track outages, service disruptions, construction and project management, site inspection and supervision, and review of any plans, drawings, or other submittals.

C. Railroad's costs, expenses, and labor charges will be billed to Permittee at Railroad's then-current standard force account rates plus all applicable overhead rates effective at the time the Services are provided. It is understood that Railroad employees working under expired collective bargaining agreements may receive future, retroactive hourly wage increases for their work performed in support of Permittee's activities under this Temporary Permit. Permittee will be billed accrued retroactive wages as work is performed under expired collective bargaining agreements. Upon payment to the applicable employees of retroactive hourly wage increases (and regardless of whether such payment is made during or after the term of this Temporary Permit), Railroad will invoice Permittee for the actual wages paid less any accrued amounts billed, and Permittee will pay the retroactive hourly wage increases, including the applicable overhead additives and benefit costs associated with the Services performed by Railroad.

D. All payments due from Permittee to Railroad under this Temporary Permit shall be due and payable within thirty (30) days. Payments not made by Permittee by the due date shall be subject to an interest charge of one and one-half percent (1.5%) per month. Permittee shall pay all amounts stated in invoices in full without deduction, setoff, or counterclaim. Nonpayment of invoices or cost estimates shall constitute a material breach of this Temporary Permit and, in addition to any other right or remedy to which Railroad may be entitled as a result of such breach, Railroad may elect to cease any and all performance under this Temporary Permit and/or may elect to remove Permittee from the Property. Permittee will be responsible for any and all costs incurred by Railroad as a result of Permittee's breach, including, without limitation, collection costs and attorneys' fees.

E. All payments due from Permittee to Railroad hereunder shall: (i) be made by ACH or wire transfer, check, or any other Railroad approved method; (ii) be made payable to National Railroad Passenger Corporation; and (iii) include the Temporary Permit and WBS billing number. All payment obligations of Permittee under this Temporary Permit shall survive the termination or expiration of this Temporary Permit for any reason.

F. If Permittee objects to any charges identified on a monthly statement and/or invoice, it shall notify Railroad of its objection in writing within thirty (30) days of receipt of said statement and/or invoice. Within thirty (30) days thereafter, Railroad will provide Permittee with additional documentation and/or explanation, as required, to support the accuracy of the charges. The objection shall be considered resolved unless Permittee provides additional written objection within thirty (30) days of receipt of such additional documentation and/or explanation from

Railroad. If Railroad finds an adjustment is due, Railroad will issue a credit memo in the amount of the adjustment. If, after reviewing the additional information provided by Permittee, the billing dispute is still not resolved, either party may pursue any right or remedy available at law or in equity.

23. ENVIRONMENTAL AND GEOTECHNICAL TESTS AND STUDIES. Permittee shall not perform any environmental or geotechnical tests or studies, including but not limited to, soil borings, sampling, obtaining soil, sediment, groundwater and surface water samples, and conducting field or laboratory analyses of any soil, sediment, groundwater or surface water samples obtained from any Railroad owned or controlled property, unless specifically identified and authorized in Section 1 hereof and a testing and sample collection and analysis plan has been approved by Railroad. If any such authorized tests or studies are performed, Permittee shall promptly (but no later than fourteen (14) calendar days from the date of receipt) furnish to Railroad, at no cost to Railroad, a copy of the results including any reports or analyses obtained or compiled via electronic mail. Permittee shall notify Railroad of the timing of any such tests or studies to be performed and Railroad shall have the right, but not the obligation, to be present at any and all such soil disturbance or testing activities and to take split samples. Except as may be required by applicable law or as authorized by Railroad in writing, Permittee shall not disclose the results of any such tests or studies to anyone other than Railroad. Failure to comply with the provisions of this clause shall, at Railroad's option, result in immediate termination of this Temporary Permit, forfeiture of all compensation paid Railroad therefor, and pursuance of any other remedies (at law or in equity) that may be available to Railroad. The obligations of Permittee under this section shall survive the termination or expiration of this Temporary Permit for any reason.

24. ENVIRONMENTAL RESPONSIBILITY. If any test, study or any other work in connection with this Temporary Permit indicates a condition or contamination of the Property at levels requiring reporting, further investigation, testing, monitoring and/or remediation ("Environmental Activities"), Permittee shall promptly inform Railroad of such event and all such Environmental Activities shall be at the sole cost and expense of Permittee, regardless of the extent thereof, and regardless of whether any action of Permittee caused or contributed to the contamination or condition. Permittee shall promptly inform Railroad of all communications with any governmental authority relating to any such Environmental Activities on Railroad owned or controlled property, and Railroad shall be invited to attend any relevant meetings. The obligations of Permittee under this section shall survive the termination or expiration of this Temporary Permit for any reason.

25. CREATION OF WASTE, CONTAMINATION, OR HAZARDOUS MATERIALS. Permittee shall not create any condition on any Railroad owned or controlled property that could present a threat to human health or the environment. In the event Permittee creates any waste, contamination, or adverse environmental conditions (either purposefully or accidentally) on any Railroad owned or controlled property in connection with the performance of activities, Permittee shall promptly inform Railroad of such incident. Permittee shall be responsible to dispose of such waste, contamination and/or adverse environmental conditions, including hazardous wastes, at its sole cost and expense, all without limit and without regard to the negligence or fault of Railroad or any third party. Permittee shall dispose of said waste, contamination and/or adverse environmental conditions using its own EPA generator number(s). The cost and expense of defense and satisfaction of any liabilities due to personal injury of third parties or damage to property of third parties arising from waste, contamination or conditions resulting from the activities of Permittee shall be borne solely by Permittee. The obligations of Permittee under this section shall survive the termination or expiration of this Temporary Permit for any reason.

26. ENVIRONMENTAL INDEMNITY. Permittee shall indemnify, defend (with counsel reasonably acceptable to Railroad and at Permittee's sole cost), and hold Railroad and Railroad's affiliates, directors, officers, employees, and agents, all of whom shall be deemed to be intended third party beneficiaries of this section, free and harmless from and against all claims, demands, actions, suits, other proceedings, liabilities, obligations, penalties, judgments, damages (including consequential damages), losses, costs, disbursements or expenses of any kind (including attorneys' and experts' fees and expenses and fees and

expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by, or asserted or awarded against Railroad or any of the aforementioned individuals in connection with or arising from or out of any Environmental Activities and/or any waste, contamination, or adverse environmental conditions created by Permittee on, in, under, or affecting all or any portion of Railroad’s property. The obligations of Permittee under this section shall survive the termination or expiration of this Temporary Permit for any reason.

27. MEDIA AND PRESS RELEASES. Permittee will not, without Railroad’s prior written approval, take or permit to be taken any photographs for publicity, advertising, or release, or impart to any publication, journal, website, newspaper, journalist, radio, or television program or any other media any information in connection with this Temporary Permit. Permittee further agrees that it will not invite any representative from publication, journal, website, newspaper, journalist, radio, or television program or any other media onto the Property without prior written approval from Railroad.

28. RECORD DOCUMENTS. Upon completion of the work, Permittee will provide Railroad with “as-built” documents (“Record Documents”) via Microsoft SharePoint, other file-sharing service, or other electronic method as requested by Railroad.

29. TERMINATION. The grant of rights herein made to Permittee shall commence on the Execution Date and continue until the Expiration Date, unless this Temporary Permit is sooner terminated as herein provided, or at such time as Permittee has completed its work on the Property, whichever is earliest. Permittee agrees to notify the Railroad Representative in writing when it has completed its work. This Temporary Permit may be terminated by either party on ten (10) days’ written notice to the other party, except that failure to comply with Railroad’s safety requirements (Attachment A) and Section 23 hereof may result in immediate termination of this Temporary Permit.

30. SEVERABILITY. If any provision of this Temporary Permit is found to be unlawful, invalid, or unenforceable, that provision shall be deemed deleted without prejudice to the lawfulness, validity, and enforceability of the remainder of the Temporary Permit.

31. NO ASSIGNMENT. This Temporary Permit shall not be assigned by Permittee to any other party except upon the prior written consent of Railroad, which consent may be granted or withheld at Railroad’s sole discretion.

32. OFFICE OF INSPECTOR GENERAL. Nothing in this Temporary Permit shall be construed to limit the rights, obligations, authority, or responsibilities of Railroad’s Office of the Inspector General pursuant to the Inspector General Act of 1978, as amended, including the right to seek information by subpoena.

33. GOVERNING LAW. This Temporary Permit shall be governed by and construed under the laws of the District of Columbia and pursuant to 49 USC 28103(b) which precludes and preempts any other federal or state laws. All legal proceedings in connection with any dispute arising under or relating to this Temporary Permit shall be brought in the United States District Court for the District of Columbia.

*AGREED TO AND ACCEPTED BY UTILITY COMPANY AS THE PERMITTEE:

Signed by:
By: David Shaffer

Name: David Shaffer
3BACA193845349B

Title: ROW Specialist

Must be an Owner/Partner or duly authorized representative

Date: 9/24/2024

* By signing this Temporary Permit, Permittee certifies that this document has not been altered in any manner from the original version sent by Railroad to Permittee for execution.

Permittee Representative (Permittee to complete this Section):

Name: David Shaffer

Title: ROW Specialist

Phone: 484-507-7084

Email: ddshaffer@pplweb.com

NATIONAL RAILROAD PASSENGER CORPORATION

By:  Moises Young

Name: Moises Young

Title: Real Estate Development Manager

Execution Date: 9/30/2024

ATTACHMENT A
Temporary Permit to Enter Upon Property
SPECIFICATIONS REGARDING SAFETY
AND PROTECTION OF RAILROAD TRAFFIC AND PROPERTY (Revised 9/21/18)

National Railroad Passenger Corporation

In the following Specifications, "Temporary Permit" means Railroad's "Temporary Permit to Enter Upon Property"; "Railroad" means National Railroad Passenger Corporation; "Chief Engineer" means Railroad's Chief Engineer or his/her duly authorized representative; "Permittee" means the party so identified in the Temporary Permit; and "Contractor" means the entity retained by the Permittee or the entity with whom Railroad has contracted in a Preliminary Engineering Agreement, Design Phase Agreement, Construction Phase Agreement, Force Account Agreement, License Agreement or other such agreement, as applicable. Reference to "Permittee/Contractor" includes both the Permittee and the Contractor.

(1) Pre-Entry Meeting: Before entry of Permittee/Contractor onto Railroad's property, a pre-entry meeting shall be held at which time Permittee/Contractor shall submit, for written approval of the Chief Engineer, plans, computations, a site-specific safety work plan and site-specific work plans that include a detailed description of proposed methods for accomplishing the work and protecting railroad traffic in accordance with Amtrak Engineering Practices EP 3014. Any such written approval shall not relieve Permittee/Contractor of its complete responsibility for the adequacy and safety of its operations.

(2) Rules, Regulations and Requirements: Railroad traffic shall be maintained at all times with safety, security and continuity, and Permittee/Contractor shall conduct its operations in compliance with all rules, regulations, and requirements of Railroad (including these Specifications) with respect to any work performed on, over, under, within or adjacent to Railroad's property. Permittee/Contractor shall be responsible for acquainting itself with such rules, regulations and requirements. Any violation of such rules, regulations, or requirements shall be grounds for the termination of the Temporary Permit and/or the immediate suspension of Permittee/Contractor work, and the re-training of all personnel, at Permittee's/Contractor's expense.

(3) Maintenance of Safe Conditions: If tracks or other property of Railroad are endangered during the work, Permittee/Contractor shall immediately notify Railroad and take such steps as may be directed by Railroad to restore safe conditions, and upon failure of Permittee/Contractor to immediately carry out such direction, Railroad may take whatever steps are reasonably necessary to restore safe conditions. All costs and expenses of restoring safe conditions, and of repairing any damage to Railroad's trains, tracks, right-of-way or other property caused by the operations of Permittee/Contractor, shall be paid by Permittee/Contractor. Any work (or equipment being staged onsite during the work) performed at or near a railroad crossing must not obstruct the view of flashing light units or gates to oncoming traffic.

(4) Protection in General: Permittee/Contractor shall consult with the Chief Engineer to determine the type and extent of protection required to ensure safety and continuity of railroad traffic. Any inspectors, track foremen, track watchmen, flagmen, signalmen, electric traction linemen, or other employees deemed necessary by Railroad, at its sole discretion, for protective services shall be obtained from Railroad by Permittee/Contractor. The cost of same shall be paid directly to Railroad by Permittee/Contractor. The provision of such employees by Railroad, and any other precautionary measures taken by Railroad, shall not relieve Permittee/Contractor from its complete responsibility for the adequacy and safety of its operations.

(5) Protection for Work Near Electrified Track or Wire: Whenever work is performed in the vicinity

of electrified tracks and/or high voltage wires, particular care must be exercised, and Railroad's requirements regarding clearance to be maintained between equipment and tracks and/or energized wires, and otherwise regarding work in the vicinity thereof must be strictly observed. No employees or equipment will be permitted to work near overhead wires, except when protected by a Class A employee of Railroad. Permittee/Contractor must supply an adequate length of grounding cable (4/0 copper with approved clamps) for each piece of equipment working near or adjacent to any overhead wire.

(6) Fouling of Track or Wire: No work will be permitted within twenty-five (25) feet of the centerline of a track or energized wire or that has the potential of getting within twenty-five (25) feet of such track or wire without the approval of the Chief Engineer. Permittee/Contractor shall conduct its work so that no part of any equipment or material shall foul an active track or overhead wire without the written permission of the Chief Engineer. When Permittee/Contractor desires to foul an active track or overhead wire, it must provide the Chief Engineer with its site-specific work plan a minimum of twenty-one (21) working days in advance, so that, if approved, arrangements may be made for proper protection of the railroad. Any equipment shall be considered to be fouling a track or overhead wire when located (a) within fifteen (15) feet from the centerline of the track or within fifteen (15) feet from the wire, or (b) in such a position that failure of same, with or without a load, would bring it within such distance in (a) above and shall require the presence of the proper Railroad protection personnel.

If acceptable to the Chief Engineer, a safety barrier (approved temporary fence or barricade) may be installed at fifteen (15) feet from centerline of track or overhead wire to afford Permittee/Contractor with a work area that is not considered fouling. Nevertheless, protection personnel may be required at the discretion of the Chief Engineer.

(7) Track Outages: Permittee/Contractor shall verify the time and schedule of track outages from Railroad before scheduling any of its work on, over, under, within, or adjacent to Railroad's right-of-way. Railroad does not guarantee the availability of any track outage at any particular time. Permittee/Contractor shall schedule all work to be performed in such a manner as not to interfere with Railroad operations. Permittee/Contractor shall use all necessary care and precaution to avoid accidents, delay or interference with Railroad's trains or other property.

(8) Demolition: During any demolition, Permittee/Contractor must provide horizontal and vertical shields, designed by a professional engineer registered in the state in which the work takes place. These shields shall be designed in accordance with Railroad's specifications and approved by Railroad, so as to prevent any debris from falling onto Railroad's right-of-way or other property. A grounded temporary vertical protective barrier must be provided if an existing vertical protective barrier is removed during demolition. In addition, if any openings are left in an existing bridge deck, a protective fence must be erected at both ends of the bridge to prohibit unauthorized persons from entering onto the bridge. Ballasted track structure must be kept free of all construction and demolition debris.

(9) Equipment Condition and Location: All equipment to be used in the vicinity of operating tracks shall be in "certified" first-class condition so as to prevent failures that might cause delay to trains or damage to Railroad's property. No equipment shall be placed or put into operation near or adjacent to operating tracks without first obtaining permission from the Chief Engineer. Under no circumstances shall any equipment be placed or put into operation within twenty-five (25) feet from the centerline of an outside track, except as approved by Railroad in accordance with Permittee's/Contractor's site-specific safety work plan. To ensure compliance with this requirement, Permittee/Contractor must establish a twenty-five (25) foot foul line prior to the start of work by either driving stakes, taping off or erecting a temporary fence, or providing an alternate method as approved by the Chief Engineer. Permittee/Contractor will be issued warning stickers which must be placed in the operating cabs of all equipment as a constant reminder of the twenty-five (25) foot clearance envelope.

If work to be performed on Railroad property involves heavy trucks, equipment, or machinery along the right-of-way, duct lines and pull boxes shall be inspected by on-site Railroad personnel and the equipment operator to ensure they can withstand the weight.

(10) Storage of Materials and Equipment: No material or equipment shall be stored on Railroad's property without first having obtained permission from the Chief Engineer. Any such storage will be on the condition that Railroad will not be liable for loss of or damage to such materials or equipment from any cause.

If permission is granted for the storage of compressed gas cylinders on Railroad property, they shall be stored a minimum of twenty-five (25) feet from the nearest track in an approved lockable enclosure. The enclosure shall be locked when Permittee/Contractor is not on the project site.

(11) Condition of Railroad's Property: Permittee/Contractor shall keep Railroad's property clear of all refuse and debris from its operations. Upon completion of the work, Permittee/Contractor shall remove from Railroad's property all machinery, equipment, surplus materials, falsework, rubbish, temporary structures, and other property of Permittee/Contractor and shall leave Railroad's property in a condition satisfactory to the Chief Engineer.

(12) Safety Training: All individuals, including representatives and employees of Permittee/Contractor, before entering onto Railroad's property and before coming within twenty-five (25) feet of the centerline of a track or overhead wire, must first complete Railroad's contractor orientation computer-based safety training class. The class is provided electronically at www.amtrakcontractor.com. Upon successful completion of the class and test, the individual taking the class will receive a temporary certificate without a photo that is valid for fourteen (14) days. The individual must upload a photo of himself/herself that will be embedded in the permanent ID card. The photo ID will be mailed to the individual's home address and must be worn/displayed while on Railroad property. Training is valid for one calendar year. All costs of complying with Railroad's safety training shall be at the sole expense of Permittee/Contractor. Permittee/Contractor shall appoint a qualified person as its Safety Representative. The Safety Representative shall continuously ensure that all individuals comply with Railroad's safety requirements. All safety training records must be maintained with Permittee's/Contractor's site-specific work plan.

(13) No Charges to Railroad: It is expressly understood that neither these Specifications, nor any document to which they are attached, include any work for which Railroad is to be billed by Permittee/Contractor, unless Railroad makes a specific written request that such work be performed at Railroad's expense.

(14) Utilities: All underground utilities, cables, and facilities must be located and protected before any excavating, drilling of any kind, boring, ground penetrating activities, or construction activities take place. This includes, but is not limited to, Railroad and commercial utilities, cables, duct lines, and facilities. The "call before you dig" process must be followed. Railroad is not part of that process; therefore, Permittee/Contractor must contact Railroad's Engineering Department to have Railroad's underground utilities and assets located. If requested by Railroad, existing depths of any utilities being crossed must be verified through test pits performed by Permittee/Contractor as directed by and under the direct supervision of Railroad personnel. Hand digging may be required, as directed by Railroad's on-site support personnel. No activities may be performed in close proximity to Railroad duct bank or communication facilities unless monitored by on-site Railroad personnel. Railroad maintains the right to access its existing cables and conduits throughout construction and reserves the right to upgrade and install new cables and conduits in the affected area. Precautions must be taken by Permittee/Contractor to prevent any interruption to Railroad's operations.

**ATTACHMENT B
INSURANCE REQUIREMENTS**

**NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
Revised as of September 1, 2021**

DEFINITIONS

In these Insurance Requirements, "Railroad" or "Amtrak" shall mean National Railroad Passenger Corporation and, as appropriate, its subsidiary, Washington Terminal Company ("WTC"). "Contractor" shall mean the party identified as "Permittee" in the Temporary Permit to Enter Upon Property or the party with whom Amtrak has contracted in another agreement (e.g., Preliminary Engineering Agreement, Design and/or Construction Phase Agreement, Force Account Agreement, License Agreement), as well as its officers, employees, agents, servants, contractors, subcontractors, or any other person acting for or by permission of Contractor. "Operations" shall mean activities of or work performed by Contractor. "Agreement" shall mean the Temporary Permit to Enter Upon Property or other such agreement, as applicable.

INSURANCE

Contractor shall procure and maintain, at its sole cost, the types of insurance specified below:

1. **Workers' Compensation Insurance** complying with the requirements of the statutes of the jurisdiction(s) in which the Operations will be performed, covering all employees of Contractor. Employer's Liability coverage shall have the following minimum limits of coverage:

\$1,000,000	Each Accident
\$1,000,000	Disease Policy Limit
\$1,000,000	Disease Each Employee

In the event the Operations are to be performed on, over, or adjacent to navigable waterways, a U.S. Longshoremen and Harbor Workers' Compensation Act Endorsement and an Outer Continental Lands Act Endorsement are required.

2. **Commercial General Liability (CGL) Insurance** covering liability of Contractor with respect to all operations to be performed and all obligations assumed by Contractor under the terms of the Agreement. Products-completed operations, independent contractors and contractual liability coverages are to be included, with the contractual exclusion related to construction/demolition activity within fifty (50) feet of the railroad deleted and with no exclusions for Explosion/Collapse/Underground (X-C-U). Coverage shall include bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

This policy shall have the following minimum limits of coverage:

\$5,000,000	Each Occurrence
\$5,000,000	Annual Policy Aggregate
\$2,000,000	Products and Completed Operations

In addition, the following shall apply:

- A. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed.
 - B. The policy shall include an ISO endorsement Form CG 24 17 10 01 or its equivalent providing contractual liability coverage for railroads listed as additional insureds.
 - C. Coverage for such additional insureds shall be primary and non-contributory with respect to any other insurance the additional insureds may carry.
 - D. Such coverage may be provided by a combination of a primary CGL policy and a following form excess or umbrella liability policy.
3. **Automobile Liability Insurance** covering the liability of Contractor arising out of the use of any vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated, and which are not covered under Contractor's CGL insurance. The policy shall have the following minimum limits of coverage:

\$1,000,000	Each Occurrence, Combined Single Limit
-------------	--

In addition, the following shall apply:

- A. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed.
 - B. Coverage shall include bodily injury (including disease or death), personal injury and property damage (including loss of use) liability and cover damages resulted from loading and unloading activities.
 - C. In the event Contractor will be transporting and/or disposing of any hazardous material or waste off of the jobsite, a MCS-90 Endorsement is to be added to this policy and the limits of liability are to be increased to \$5 million each occurrence.
4. **Railroad Protective (RRP) Liability Insurance** covering the Operations performed by Contractor within fifty (50) feet vertically or horizontally of railroad tracks. The policy shall be written on a current ISO Occurrence Form (claims-made forms are unacceptable) in the name of National Railroad Passenger Corporation (and, as appropriate WTC) and all commuter agencies and

railroads that operate over the property or tracks at issue). The policy shall have the following minimum limits of coverage:

\$2,000,000	Each Occurrence
\$6,000,000	Policy Aggregate

In addition, the following shall apply:

- A. The policy shall have coverage for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof.
- B. Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy.
- C. "Physical Damage to Property" as defined in the policy is to be deleted and replaced by the following endorsement:

"It is agreed that 'Physical Damage to Property' means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control."

- D. In the alternative, and upon Amtrak's approval, Contractor may elect to have Amtrak insure the Operations under its Blanket RRP Liability Insurance Program. The premium, which shall be determined by the rate schedule promulgated by the insurer in effect as of the effective date of the Agreement, shall be prepaid by Contractor. In the event Contractor and Amtrak agree to insure the Operations under Amtrak's RRP Program, **Contractor shall include the RRP premium outlined in section 1**, and send its payment prior to commencement of Operations.

5. **All Risk Property Insurance** covering damage to or loss of all personal property of Contractor used during Operations including, but not limited to, tools, equipment, construction trailers and their contents and temporary scaffolding at the project site, whether owned, leased, rented or borrowed for the full replacement cost value. Such insurance policies shall include a waiver of subrogation and any other rights of recovery in favor of Amtrak.

6. **Contractor's Pollution Liability Insurance** covering the liability of Contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense, which arise from the Operations of Contractor. The policy shall have the following minimum limits of coverage:

\$2,000,000	Each Occurrence
\$2,000,000	Annual Policy Aggregate

In addition, the following shall apply:

- A. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds.
- B. The coverage shall be maintained during the term of the Operations and for at least two (2) years following completion thereof.

7. **Pollution Legal Liability Insurance** is required if any hazardous material or waste is to be transported or disposed of off of the jobsite. Contractor or its transporter, as well as the disposal site operator, shall maintain this insurance. The policy shall have the following minimum limits of coverage:

\$2,000,000	Each Occurrence
\$2,000,000	Annual Policy Aggregate

In addition, the following shall apply:

- A. Contractor shall designate the disposal site and provide a certificate of insurance from the disposal facility to Amtrak.
- B. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds.
- C. Any additional insurance coverages, permits, licenses and other forms of documentation required by the United States Department of Transportation, the Environmental Protection Agency and/or related state and local laws, rules and regulations shall be obtained by Contractor.

8. **Professional Liability Insurance** covering the liability of Contractor for any errors or omissions committed by Contractor providing professional design or engineering services in the performance of the Operations, regardless of the type of damages. The policy shall have the following minimum levels of coverage:

\$2,000,000	Per Claim
\$2,000,000	Annual Policy Aggregate

In addition, the following shall apply:

- A. The coverage shall be maintained during the Operations and for at least three (3) years following completion thereof.
- B. The policy shall have a retroactive date that coincides with or precedes any design work on the project.

- C. If Contractor is not performing professional design or engineering services, Contractor may elect to satisfy this requirement through the addition of endorsement CG2279 "Incidental Professional Liability" to its CGL policy.

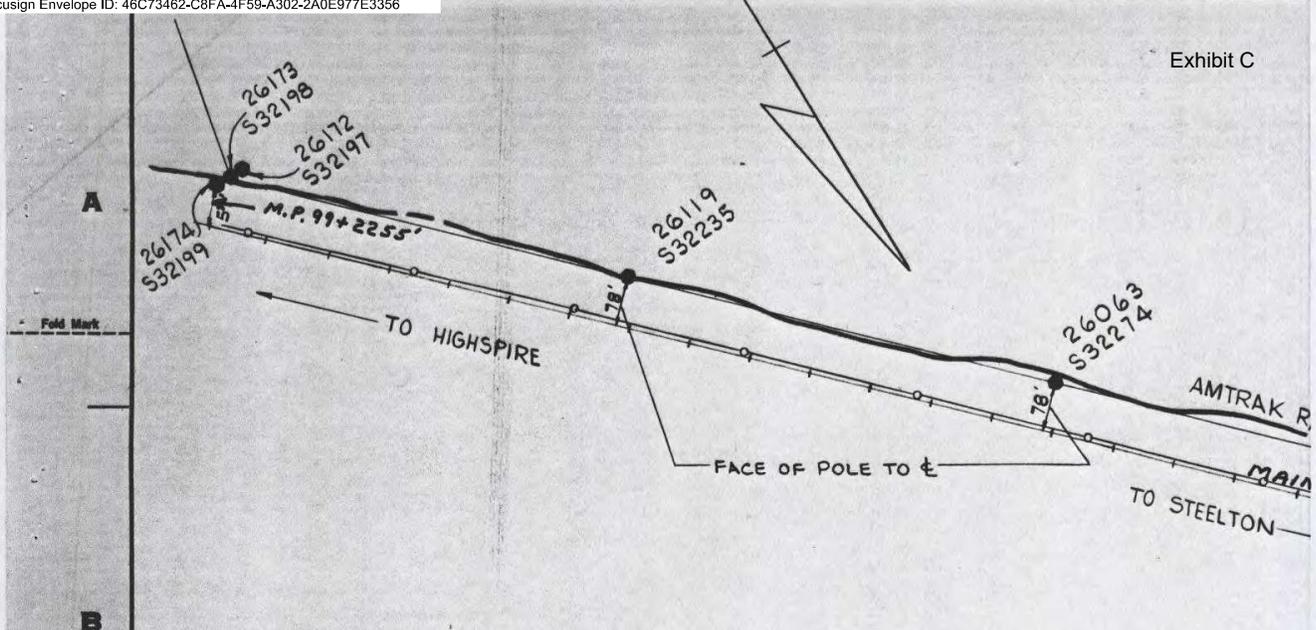
MISCELLANEOUS

1. General

- A. All insurance shall be procured from insurers authorized to do business in the jurisdiction(s) where the Operations are to be performed.
- B. Contractor shall require all subcontractors to carry the insurance required herein or Contractor may, at its option, provide the coverage for any or all subcontractors, provided the evidence of insurance submitted by Contractor to Amtrak so stipulates.
- C. The insurance shall provide for thirty (30) days prior written notice to Amtrak in the event coverage is substantially changed, canceled or non-renewed.
- D. Unless noted otherwise herein, all insurance shall remain in force until all Operations are satisfactorily completed, all Contractor personnel and equipment have been removed from Railroad property, and any work has been formally accepted.
- E. Contractor may provide for the insurance coverages with such deductible or retained amount as Amtrak may approve from time to time, except, however, that Contractor shall, at its sole cost, pay for all claims and damages which fall within such deductible or retained amount on the same basis as if there were full commercial insurance in force.
- F. Contractor's failure to comply with the insurance requirements set forth in these Insurance Requirements shall constitute a violation of the Agreement.
2. **Waiver of Subrogation** As to all insurance policies required herein, Contractor waives all rights of recovery, and its insurers must waive all rights of subrogation of damages against Amtrak (and, as appropriate, WTC) and their agents, officers, directors, and employees. The waiver must be stated on the certificates of insurance.
3. **Punitive Damages** Unless prohibited by law, no liability insurance policies required herein shall contain an exclusion for punitive or exemplary damages.
4. **Claims-Made Insurance** If any liability insurance specified herein shall be provided on a claims-made basis then, in addition to coverage requirements above, the following shall apply:
- A. The retroactive date shall coincide with or precede Contractor's start of Operations (including subsequent policies purchased as renewals or replacements);
- B. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;
- C. Contractor shall maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., CGL, Professional Liability, Pollution Legal Liability) for at least three (3) years following completion of Operations; and
- D. If insurance is terminated for any reason and not replaced with insurance meeting the requirements herein, Contractor shall purchase an extended reporting provision of at least four (4) years to report claims arising from Operations.
5. **Evidence of Insurance**
- A. Contractor shall submit to Amtrak the original RRP Liability Insurance Policy and certificates of insurance evidencing the other required insurance. In addition, Contractor agrees to provide

- certified copies of the insurance policies for the required insurance within thirty (30) days of Amtrak's written request.
- B. Contractor shall furnish evidence of insurance as specified herein at least fifteen (15) days prior to commencing Operations. The fifteen (15) day requirement may be waived by Amtrak in situations where such waiver will benefit Amtrak, but under no circumstances will Contractor begin Operations without providing satisfactory evidence of insurance as approved by Amtrak.
 - C. Prior to the cancellation, renewal, or expiration of any insurance policy specified above, Contractor shall furnish evidence of insurance replacing the cancelled or expired policies.
 - D. ALL INSURANCE DOCUMENTS SHALL INCLUDE A DESCRIPTION OF THE PROJECT AND THE LOCATION ALONG THE RAILROAD RIGHT-OF-WAY (typically given by milepost designation) IN ORDER TO FACILITATE PROCESSING.
 - E. Evidence of insurance coverage shall be sent to:

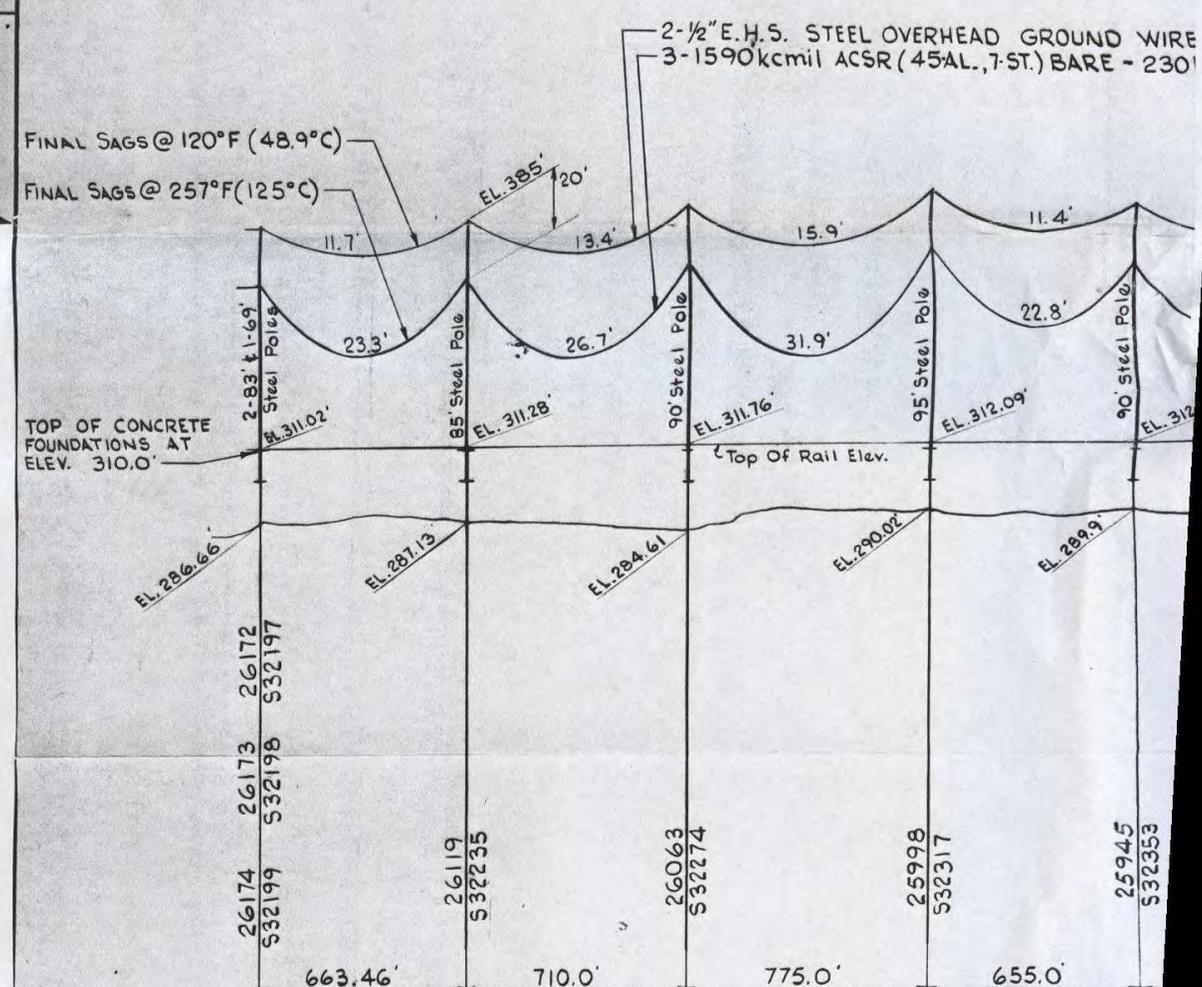
Senior Manager Engineering
National Railroad Passenger Corporation
30th Street Station, Mailbox 64
2955 Market Street
Philadelphia, PA 19104-2817



PLAN
SCALE 1" = 200'

± NATION
(AMTRA)

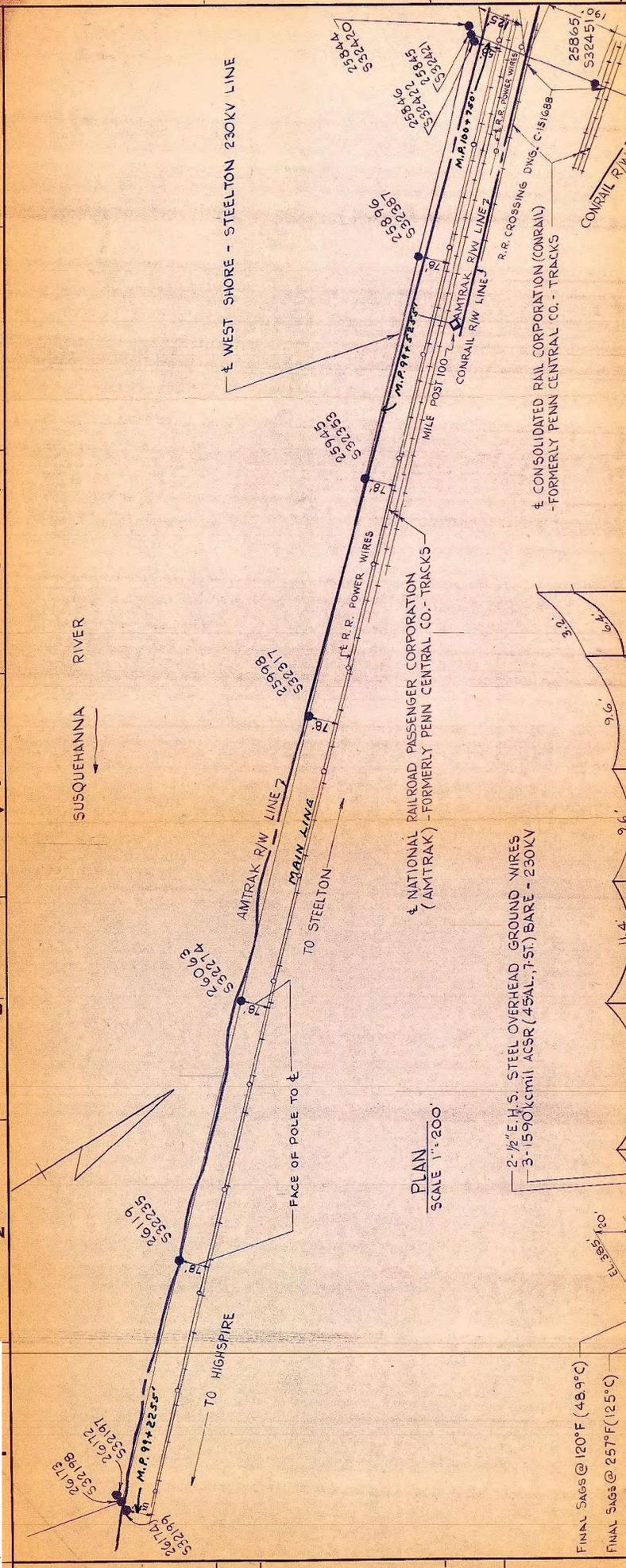
Letter figures - 1/8" Min.



PROFILE
SCALE 1" = 400' Hor. 40' Vert.

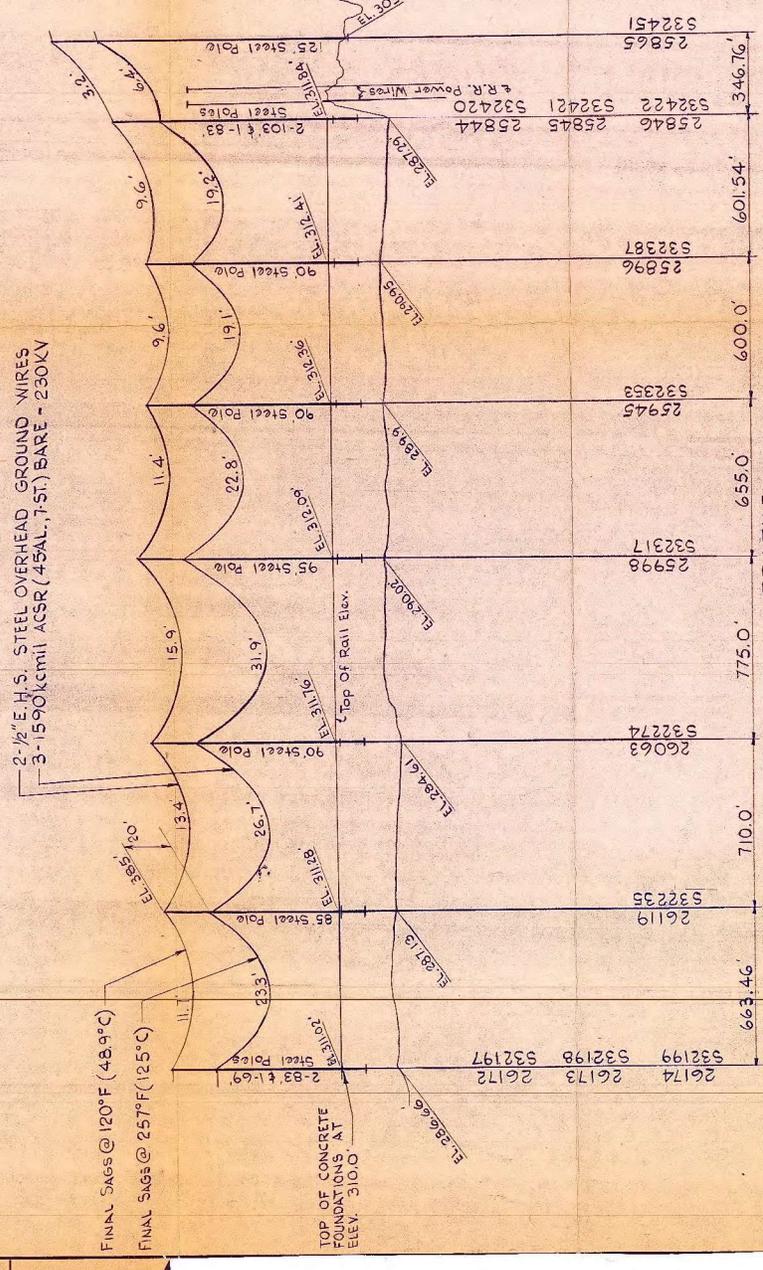
REFERENCE TITLE	NUMBER	NO.	DATE	ER.

A



PLAN
SCALE 1" = 200'

B



PROFILE
SCALE 1" = 40' Vert.
1" = 400' Hor.

EXHIBIT-A
PLAN FILE NO. P.1015 (A)
DATE: 5-6-77

(V23) (V22) (V31)

R/W LINES TAKEN FROM VALUATION MAPS

WEST SHORE - STEELTON 230KV LINE
PLAN SHOWING OCCUPATION OF PPA L CO. FACILITIES
ON NATIONAL RAILROAD PASSENGER CORPORATION
(AMTRAK) PROPERTY FROM APPROX. 3275FT. TO
OF M.P. 100 TO 750FT. N.M. OF M.P. 100 AND CONSOLIDATED
RAIL CORPORATION (CONRAIL) 750FT. N.M. OF M.P. 100
SWATARA TWP. DAUPHIN CO. PA.

PENNSYLVANIA POWER & LIGHT COMPANY
ALLENTOWN, PA.

APPROVED: *H. Sadgo*
MGR. TRANSMISSION ENGINEER

C-151689-0

ER-121224
SCALE: As Shown
DATE: 10-27-76
DRAWN: JFS
CHECKED: RCB
LEADER: RGS
APPD. RAS
APPD. JAB

BY CH. APPROVED
REVISION
CICUCIPAMITK

NUMBER NO. DATE ER.
591650

REFERENCE TITLE
1 FRACTIONAL 2

LOCATION CODE
591650

DESCRIPTION

REVISION

BY CH. APPROVED

NUMBER NO. DATE ER.

REFERENCE TITLE

1 FRACTIONAL 2

LOCATION CODE
591650

DESCRIPTION