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September 17, 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 Motion to Supplement the Record on behalf of the National Railroad Passenger Corporation ("Amtrak") 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

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Christopher Witwick
Thomas Bloom, Esq.
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East Lampeter Township
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rhutchison@eastlampetertownship.org

PPL Electric Utilities Corporation
Mallory Jane Sweeney
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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
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Harrisburg, PA 17103
alasloudji@pa.gov

PPL Electric Utilities Corporation
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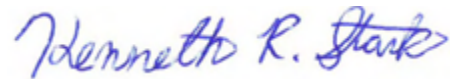
PENNDOT
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Kenneth R. Stark

Counsel to Amtrak

Dated this 17th day of September, 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 :

AMTRAK’S MOTION TO SUPPLEMENT THE RECORD

Pursuant to 52 Pa. Code § 5.103, the National Passenger Railroad Corporation (“Amtrak”) files this Motion to Supplement the Record (the “Motion”). Amtrak respectfully requests to supplement the record in the above captioned matter. In support thereof, Amtrak avers as follows:

1. On September 2, 2025, PPL Electric Utilities Corporation (“PPL”) filed a Reply to Amtrak’s New Matter (the “Reply”) in the instant proceeding.
2. In the Reply to Amtrak’s New Matter (“Reply”), PPL averred, *inter alia*, that an application was filed in 2023 with respect to the same State Route right-of-way (“ROW”) at issue in this matter by DQE Communications (“DQE”) at Docket No. A-2023-3044381 relating to its placement of communications facilities on PPL Electric’s poles. PPL purported to attach a copy of the plan submitted by DQE as Exhibit B to the Reply.
3. Amtrak does not refute that DQE filed an application in 2023 at Docket No. A-2023-3044381 with respect to the same State Route ROW at issue in this matter. However, PPL’s

reference to Docket No. A-2023-3044381 and PPL's inclusion of an excerpted portion of what DQE filed in 2023 in Docket No. A-2023-30444381 presents an incomplete picture.

4. Amtrak seeks to supplement the record with evidence that DQE – unlike PPL – agreed to and executed Amtrak's form Pipe & Wire License Agreement (“License Agreement”) with Amtrak for the occupancy in Amtrak's right-of-way, attached hereto as **Exhibit A**.

5. This License Agreement is part of Amtrak's federally authorized rules and procedures, including vital safety procedures for working near railroad tracks. If the Commission approves PPL's application, Amtrak asks that PPL be required to follow Amtrak's rules and procedures. **Exhibit A**, a license agreement between Amtrak and DQE, shows that the prior DQE application was approved in conjunction with DQE's cooperation with Amtrak's long-established best practices relating to third party access to Amtrak's property. Specifically, Section 16(A) in the Amtrak-DQE license agreement requires DQE to comply with “all Amtrak rules and regulations.”

6. The existence of an executed License Agreement shows that DQE's application is distinguished from the present application because PPL has heretofore refused to execute or negotiate a similar License Agreement with Amtrak.

WHEREFORE, Amtrak respectfully requests that the Commission grant Amtrak's Motion to Supplement the Record with the attached Exhibit A, in the above-captioned case.

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
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Counsel for the National Passenger Railroad Corporation

Dated: September 17, 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: September 16, 2025

Signed by:
Krista Keene
1E0B44A8886A465...

Krista L. Keene

EXHIBIT A

Execution Copy

37-06-559

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

THIS PIPE AND WIRE LICENSE AGREEMENT (“Agreement”) is made this 1st day of May 2024, (“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

DQE COMMUNICATIONS, LLC, a limited liability company organized under the laws of Pennsylvania with its principal office located at 45 S. 23rd St, Pittsburgh, PA 15203 (“Licensee”).

BACKGROUND

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

- | | |
|---------------------------|---|
| (1) Facilities: | Transverse aerial occupancy of a 144-ct fiber optic cable over and across the Railroad. |
| (2) Sole Purpose: | To supply communication and related services. |
| (3) Milepost: | AH-62.62 |
| (4) City, County, State: | East Lampeter Township, Lancaster Co., PA |
| (5) Latitude / Longitude: | 40.042940, -76.209116 |
| (6) Val Map: | 666 |
| (7) Nearest Roadway: | Mt. Sydney Rd. (AAR/DOT# 518160Y) |

all as delineated and in accordance with and limited to the installation shown on print of drawings titled “PROPOSED AERIAL CABLE CROSSING OF AMTRAK RAILROAD AT MOUNT SYDNEY ROAD LANCASTER, PA - DISTRICT 8” prepared by DQE COMMUNICATIONS, LLC and dated April 8, 2024 (“Plans”), which is marked as **Exhibit A**, attached hereto and made a part hereof.

B. Amtrak is willing to grant a temporary license to Licensee to use the License 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. License. Subject to the terms and conditions of this Agreement, Amtrak hereby grants to Licensee, insofar as Amtrak has the right and authority to do so, without warranty and subject to all encumbrances to which Amtrak’s title may be subject, a temporary license (“License”) to use and occupy the portion of Amtrak’s Property as delineated on the Plans as necessary for the installation, construction, maintenance, inspection, use, operation, repair, alteration, renewal, relocation and/or removal of the Facilities described in A above (“License Area”).

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2. Permitted Use and Condition of the License Area. The License Area shall be used by Licensee only for the installation, construction, maintenance, use, operation, repair, alteration, renewal, replacement, relocation and/or removal of all Facilities in accordance with the Plans, Engineering Agreements (as defined in Section 9), and all other conditions of this Agreement (“Permitted Use”) and for no other purpose without the prior written consent of Amtrak, which consent may be withheld by Amtrak in its sole discretion. Licensee accepts the License Area in its current “as is” condition, as suited for the Permitted Use, and without the benefit of any improvements to be constructed by Amtrak. Amtrak makes no representations or warranties as to the zoning, occupancy, condition, utility or fitness of the License Area for the Permitted Use or any other use. Further Amtrak’s granting of this License 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.

3. Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated according to the terms of this Agreement. As used herein, the term “License Year” shall mean each year of the term of this Agreement. The first License Year shall begin on the Effective Date and each subsequent License Year shall begin on the anniversary of the Effective Date.

4. Processing Fee and License Fee.

A. Upon execution of this Agreement, Licensee shall pay Amtrak the sum of [REDACTED] as a one-time document processing fee, together with the sum of [REDACTED] (“License Fee”) in advance for the first License Year. For each subsequent License Year until termination of this Agreement, Licensee shall pay Amtrak an annual License Fee adjusted in accordance with Subsection 4B on the anniversary of the Effective Date.

B. The License Fee for each subsequent License Year shall be adjusted annually on the anniversary of the Effective Date and shall be [REDACTED]% of the annual License Fee paid in the immediately preceding year.

C. Amtrak may, for convenience, invoice Licensee for the License Fee however its failure to do so does not relieve Licensee to pay each annual fee by the anniversary of the Effective Date. If Amtrak chooses to invoice Licensee, then all invoices are due thirty (30) days after the date of the invoice. If Licensee fails to pay any monies due to Amtrak within thirty (30) days after the invoice date or by the anniversary of the Effective Date if not invoiced, then Licensee shall pay interest on such unpaid sum from the due date until paid, at an annual rate equal to the lesser of:

(1) a fluctuating interest rate equal at all times to the rate of interest published in the “Money Rates” section of *The Wall Street Journal* from time to time as the “Prime Rate”, plus two and one-half percent (2.5%). Each change in such fluctuating interest rate shall take effect simultaneously with the corresponding change in the Prime Rate. If more than one such Prime Rate is published, the highest Prime Rate shall be applicable. If *The Wall Street Journal* ceases to be published or goes on strike or is otherwise not published for any period of time or if it ceases to publish a Prime Rate, then the Licensor shall in its reasonable discretion utilize any similar published prime or base rate of interest. Interest shall be computed on an actual/360-day basis (i.e., interest for each day during which any monies owed by Licensee to Amtrak, or any part thereof, is outstanding shall be computed at the applicable interest rate as specified herein divided by 360), or (2) the maximum rate permitted by law.

5. Additional Fees and Costs. Licensee shall bear the entire cost and expense associated with of (i) the Permitted Use of the Facilities, and (ii) any work performed or materials furnished by Amtrak under Amtrak’s rights to perform such work of design, review of design and construction plans, inspection, construction, maintenance, railroad protective services in support of its tracks and operations (including

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flagging and watchmen), repair, alteration, renewal, relocation, or removal under this Agreement, whether or not due to Licensee's default, including but not limited to:

A. the actual cost of materials plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material, management expenses, and

B. the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Amtrak for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers' liability insurance, public liability insurance, and other insurance, taxes and all other direct expenses.

The material and labor overhead charges described in Subsections 5A and 5B will be applied at the rates in effect at the time materials are supplied or such work is performed by Amtrak employees on or related to the Facilities.

Amtrak will submit bills/invoices to Licensee for such materials or services and Licensee shall pay such bills/invoices in accordance with the terms and conditions of the bill/invoice. If no payment date is specified, then payment is due within thirty (30) days of the bill/invoice date.

6. License Area Taxes. Licensee shall pay all taxes and all other similar fees and assessments, including without limitation, those that are not in existence as of the Effective Date both that are levied, assessed, or imposed in the future upon the License Area, if any, that are based on or arises out of the Permitted Use of the License Area by Licensee or in any way related to Licensee's activities on the License Area. Further, Licensee shall pay to Amtrak promptly, upon bills/invoices rendered therefor, the full amount of any such fees and assessments that may be levied, charged, assessed or imposed against Amtrak or its property by reason of the construction, existence, use, or maintenance of the Facilities as an additional fee or cost under Section 5. The obligations under this Section will survive the expiration or other termination of this Agreement.

7. Default.

A. The following events shall be deemed to be events of default by Licensee under this Agreement:

- (1) Licensee's failure to pay the License Fee, additional fees or costs owed under Section 5, License Area taxes under Section 6, or any other sum of money due hereunder and such failure continues for a period of ten (10) calendar days after the due date thereof;
- (2) Licensee's failure to comply with any provision of this Agreement not requiring the payment of money and such failure continues for a period of thirty (30) days after written notice of such default is given to Licensee, unless such default is such as cannot be cured in the thirty (30) day period and Licensee is taking all reasonable steps to cure, then Licensee shall have additional time to cure which in no event shall be longer than an additional 30 days unless otherwise agreed to by Amtrak;
- (3) Licensee becomes insolvent, be declared insolvent according to law or unable to pay debts as they become due, or Licensee notifies Amtrak that it anticipates any such condition;
- (4) Licensee takes any action to file, notifies Amtrak that Licensee intends to file, or files a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State or Commonwealth thereof; or a petition shall be filed against Licensee under any such statute;
- (5) Licensee or its contractors fail to provide evidence of insurance as required

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- pursuant to the terms of Section 19;
- (6) A receiver or trustee is appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment;
 - (7) Licensee makes any general assignment for the benefit of creditors, or any bulk sale however denominated;
 - (8) Licensee assigns, sublets, or sub-licenses its rights, duties or obligations hereunder without first obtaining the prior written consent of Amtrak; or
 - (9) Licensee or any person or entity affiliated with (such as common ownership) or controlled by Licensee defaults under any other agreement with Amtrak and such default is not cured within any applicable grace period as set forth in such agreement.

B. Upon the occurrence of any event or events of default by Licensee, whether enumerated in Subsection 7A or not, Amtrak shall have the following remedies:

(1) Any remedies available to it at law or in equity by reason of a default of this Agreement, including without limitation injunctive relief of all varieties, without any additional notices to Licensee, and

(2) Termination of this Agreement, in which event Licensee shall immediately surrender the License Area to Amtrak for Amtrak to enjoy its property as of its former estate free, clear and discharged of the herein license and of all rights of Licensee hereunder and shall reimburse Amtrak on demand for any fees, costs and expenses, including attorney and collection fees incurred by Amtrak if it chooses to fill in place the Facilities or remove them as Amtrak has the right but not the obligation hereunder to do, without rendering Amtrak liable to any prosecution, action or damages from such actions; (ii) entry into or upon the License Area to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Amtrak on demand for any fees, costs and expenses, including attorney and collection fees, which Amtrak may incur in effecting compliance with Licensee's obligations under this License, but without rendering Amtrak liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Amtrak at law or in equity, including without limitation, injunctive relief of all varieties, in which case Amtrak shall be entitled to attorney and collection fees, costs and expenses.

The actions and remedies provided in this Agreement in the event of a default shall not be deemed exclusive and no action or remedy taken or omitted by Amtrak in the event of a default shall be deemed a waiver of such default or of any other default or a waiver of the same default occurring again. In addition, Amtrak's not compelling fulfillment of any one or more of the terms and conditions of this agreement shall not be deemed a waiver of Amtrak's right to enforce the same at any time during the term of this Agreement.

8. Engineering Requirements. Licensee, at its sole cost and expense, will install, construct, maintain, inspect, use, operate, repair, alter, renew, relocate, remove, and/or abandon-in-place (if permitted under this Agreement to abandon in place) the Facilities on a lien-free basis, 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. Such installation, construction, maintenance, inspection, use, operation repair, alteration, renewal, relocation, removal and/or abandonment in place (if permitted) of the Facilities shall be in accordance with: (i) the Plans; (ii) Amtrak's current or then-current engineering standards and specifications; (iii) such other additional safety standards as Amtrak, in its sole discretion, elects to require; and (iv) all applicable laws, regulations, ordinances and other requirements of federal, state, and local governmental authorities and any duly commissioned regulatory body or commission. If there is any conflict between any of these requirements, the most restrictive will apply.

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9. Entry Upon Property.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with the Facilities without Amtrak's prior written approval. The work of installing, constructing, maintaining, inspecting, using, operating, repairing, altering, renewing, relocating, removing, and/or abandoning the Facilities in place (if permitted) shall be done under such general conditions as will be satisfactory to and approved in writing by Amtrak, and as will not interfere with the proper and safe use, operation and enjoyment of the Property. Licensee and all of its contractors performing work in connection with the Facilities shall obtain from Amtrak and execute, prior to their entry upon Amtrak property, Amtrak's then-current version of its Temporary Permit to Enter or similar document (collectively "Temporary Permit to Enter") and all other engineering agreements ("Engineering Agreements") as may be required by Amtrak, including, without limitation, Amtrak's force account agreements. Licensee shall comply with and shall cause all of its said contractors to comply with, the provisions of the then-current temporary permits to enter and all other engineering agreements that Amtrak requires them to execute, understanding and acknowledging that the then-current requirements and agreements may impose more stringent requirements than the current requirements and agreements. No work shall be permitted on or about the Property without the presence of Amtrak's watchmen, flagman, or other authorized support personnel, which shall be provided at the sole cost and expense of Licensee in accordance with Sections 5 and 10.

B. Safety of personnel, property, rail operations and the public are of paramount importance in the performance of any work on Amtrak Property performed by Licensee or its contractors and takes precedence over any work on the Facilities to be performed by Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on the Facilities in compliance with all laws and the requirements of any duly commissioned regulatory bodies or commissions.

C. Amtrak's operations and work performed by Amtrak's personnel may cause delays in Licensee's or its contractors' work on the Facilities. Licensee accepts this risk and agrees that Amtrak shall have no liability to Licensee, its contractors or any other person or entity for any such delays.

10. Railroad Support. Amtrak shall, at its option, at the sole cost and expense of Licensee, provide such labor and materials necessary, in Amtrak's sole judgment, to support its tracks and to protect its traffic (including, without limitation, watchmen and/or flagmen) during the installation, construction, repair, maintenance, use, modification, renewal, or removal of the Facilities. The furnishing or failure to furnish flagmen or watchmen or other support by Amtrak shall not release Licensee from any other liabilities assumed by Licensee under the terms of this Agreement.

11. Corrective Measures. Licensee shall at all times be obligated promptly to maintain, inspect, repair and renew the Facilities in safe condition and good working order, and in accordance with all applicable law and the provisions of this Agreement. If Licensee fails to take any corrective measures requested by Amtrak in a timely manner, or if an emergency is presented which, in Amtrak's judgment, requires immediate repairs to the Facilities, Amtrak, at Licensee's sole expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

12. Facility Modifications.

A. If it becomes necessary for the Licensee to make modifications to the Facilities, Licensee shall seek prior written approval either from: (i) Amtrak's Real Estate Department if the modifications deviate from the attached Plans, or (ii) from an officially designated Amtrak field representative permitted to approve necessary field changes if the modifications are due to safety concerns or topographic changes on the Property. Licensee shall provide Amtrak with complete as-built drawings of the completed work with all such modifications. As-built drawings shall be submitted to Amtrak in

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either electronic or hard copy form upon substantial completion of the project.

B. If Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the Facilities after construction (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), it shall submit plans and specifications to Amtrak for written approval before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. Amtrak reserves the right to adjust the annual or total License Fee or assess additional charges upon any such revision, renewal, addition or alteration, which Licensee shall pay when assessed as either an adjusted License Fee or an additional fee or cost under Section 5. Amtrak shall have the right to assess an additional charge determined by Amtrak in its sole discretion against Licensee for unauthorized uses under this Agreement and Licensee shall pay the same.

13. Inspection. Amtrak shall have the right to verify by inspection that the location of the work in connection with the Facilities and the materials used in installation, construction, maintenance, use, operations, repair, alteration, renewal, and removal of the Facilities comply with **Exhibit A** and any Amtrak-approved modifications thereto and specifications. Amtrak's right to verify the location of the work and inspect the Facilities from time to time thereafter, shall extend for an appropriate distance on each side of the Property as the method of construction and materials used may have an important bearing upon the strength and stability of the Facilities over, under, upon, or in the Property. Notwithstanding the foregoing right of Amtrak, the parties agree that Amtrak has no duty or obligation to observe or inspect, or to halt work on the Facilities, it being solely Licensee's responsibility to ensure that the Facilities are constructed and maintained in accordance with Amtrak-approved Plans and specifications and in a safe manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Amtrak to inspect the Licensee's work shall alter in any way the liability allocation provided by this Agreement. If at any time Licensee shall, in the sole judgment of Amtrak, fail to properly perform its obligation under this or any other Section of this Agreement, Amtrak may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Amtrak for all costs and expenses of such work, pursuant to Section 5.

14. Interference.

A. If the Facilities cause or can cause degradation of Amtrak's signal, communications, electric transmission, or other electronic systems or endanger Amtrak's personnel or other individuals entitled to be on or about the License Area or Property, through inductive or electrostatic interference or otherwise, Licensee, at its sole cost and expense, will modify the Facilities to the satisfaction of Amtrak so as to eliminate such degradation or danger. If Licensee should fail so to do, then Amtrak has the right to do so, and Licensee shall pay to Amtrak on demand the full cost and expense therefor, or to consider Licensee in default under Section 7 and exercise all rights and remedies it has thereunder.

B. Licensee represents and warrants that all parts of the Facilities within and outside of the limits of the License Area and Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Amtrak, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

15. Maintenance and Restoration of Amtrak Property.

A. If Licensee, in any manner moves or disturbs any property of Amtrak in connection with the Permitted Use of the Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore the License Area, Property and any other Amtrak property to the same condition as the same were before such property was moved or disturbed.

B. If the Facilities consist of an underground occupation, Licensee shall keep the soil

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over the Facilities thoroughly compacted and maintain the grade over and around the Facilities even with the surface of the adjacent ground. Licensee will be responsible for any settlement caused to the roadbed, right-of-way and/or tracks, facilities, and appurtenances of Amtrak arising from or as a result of the installation or any subsequent approved modification of the Facilities and Amtrak shall have the right to repair, replace, restore or correct any such damage caused by said occupation at the sole cost and expense of Licensee.

16. Compliance with Laws, Rules, and Regulations.

A. Licensee shall comply with all applicable federal, state, local and municipal statutes, laws, orders, ordinances, rules and regulations of all governmental authorities having jurisdiction over Licensee and its operations hereunder, the License Area and Property, including all Environmental Laws as defined in Section 17 or otherwise, now or hereafter enacted, and all Amtrak rules and regulations, and shall assume all costs, expenses and responsibility in connection therewith, without any liability whatsoever on the part of Amtrak. To the extent applicable, Licensee shall notify the Public Utility Commission or other similar public utility agency or commission in those states or jurisdictions requiring notice regarding installation of fiber optic cables at or near public crossings. Licensee shall assume all liability and costs arising out of such failure to notify the proper agency/commission. Licensee shall obtain and maintain throughout the term of this agreement all required licenses and permits necessary for Licensee's Permitted Use and activities on the License Area and Property.

B. Licensee shall inspect the Facilities as required by all applicable laws and regulations and provide written notice to Amtrak within thirty days of such inspection that the Facilities are in compliance with all such laws and regulations. If the inspection shows any noncompliance, Licensee shall bring the Facilities into compliance within sixty (60) days of such notice to Amtrak and notify Amtrak in writing thereof.

C. Prior to entering the Property, Licensee shall and shall cause its contractor(s) to comply with all Amtrak's rules and requirements, including safety.

17. Hazardous Substances. Licensee shall not use the License Area for the "Release", storage, use, treatment, disposal or other handling of any Hazardous Substance except for the approved use of the Property and in full compliance with all Environmental Laws, as defined herein. The term "Release" shall have the same meaning as is ascribed to it in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., as amended, ("CERCLA"). The term "Hazardous Substance" means (i) any substance defined as a "hazardous substance" under CERCLA, (ii) petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas, and (iii) any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any of the Environmental Laws. For the purposes of this Agreement, the term "Environmental Laws" shall mean collectively, all federal and state and local environmental safety or health laws and ordinances and rules or common law, including but not limited to, CERCLA, the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. §651 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1081 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6091 et seq.), the Toxic Substances Control Act of 1976, as amended (15 U.S.C. §2601 et seq.), the Clean Air Act (42 U.S.C. §7401 et. seq.), the Safe Drinking Water Act (42 U.S.C. §1251 - 1387), as any of the foregoing may hereafter be amended; any rule or regulation pursuant to thereto, and any other present or future law, ordinance, rule, regulation, permit or condition, order or directive addressing environmental, health or safety issues, of or by the federal government, or any state or other political subdivision thereof, or any agency, court or body of the federal government or any state or other political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions.

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18. Indemnification; Release; Subrogation.

A. Licensee shall indemnify, hold harmless and defend any one or more of the "Indemnified Parties", as defined below, any or all of the Indemnified Parties if requested by any one or more of the Indemnified Parties, 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 out of, directly or indirectly, any accident or occurrence or action, however caused and by whom ever caused, whether or not any Indemnified Party may have acted negligently, in or as a result of (i) the exercise of the License granted herein, (ii) Licensee's failure to comply with any one or more of its obligations under this Agreement, (iii) any misrepresentation by Licensee, (iv) the use of the License Area, (v) the use of any portion of the Property, (vi) the proximity of the License Area to any Amtrak operations or operations by any other railroad using the Property or (vii) any combination of the foregoing, by Licensee, its officers, directors, members, employees, contractors, agents, servants, passengers or invitees. As used herein, (i) "Indemnified Parties" means Amtrak and any railroad using the Property, their officers, directors, principals, agents, contractors, licensees, subsidiaries and employees, and their respective heirs, personal representatives, successors and assigns and (ii) "Indemnified Party" means any one of the foregoing entities or persons.

If Amtrak shall, at its option, make any expenditures or incur any obligations for the payment of money in connection with this Section including, but not limited to, attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid, obligations incurred and costs, all with interest at the rate of twelve percent (12%) per annum or the highest rate allowable by law, whichever is the lesser, shall be deemed to be additional compensation due hereunder and shall be paid by Licensee to Amtrak within five (5) days of the date of a bill or statement to Licensee therefor.

If a claim or action is made or brought against either party, such party shall notify and permit the other party to participate in the handling or defense of such matter, if such other party may be responsible hereunder, in whole or in part.

The foregoing obligation is not 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 Licensee or any contractor, subcontractor or consultant. The provisions of this Section shall survive the expiration or other termination of this Agreement.

B. None of the Indemnified Parties shall be liable for, and Licensee hereby releases each and all of the Indemnified Parties from all claims and liability for loss of life, personal injury or damage to property of any person whatsoever, including loss or destruction or loss of use thereof, or loss of business sustained by Licensee or any person claiming by, through or under Licensee, in or about or arising out of the activities on or in the License Area or any or all of the Property, whether or not Licensee, Amtrak, any Indemnified Party or any other party may have acted negligently.

C. None of the Indemnified Parties shall be liable to Licensee or to any insurance company (by way of subrogation or otherwise) insuring the Licensee for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under worker's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of any one or more of such Indemnified Parties. If such waiver of subrogation is not available to Licensee unless through the payment of additional premium therefore, Licensee shall pay the additional premium necessary to obtain such waiver.

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19. Licensee's Insurance.

A. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

Commercial General Liability Insurance.

This insurance shall be issued on an occurrence basis and contain broad form contractual liability with a combined single limit of at least \$5,000,000 each occurrence and an aggregate limit of at least \$5,000,000. Coverage must be on a policy form no less broad than the most recently filed edition of the CG 00 01 occurrence policy form, as published by the Insurance Services Office (ISO) and include coverage for, but not limited to, the following:

- Bodily injury (including disease or death)
- Personal injury and property damage (including loss of use) liability
- Products-completed operations, independent contractors and contractual liability
- Fire legal liability

This policy should also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Contractual exclusion related to construction/demolition activity within fifty (50) feet of the railroad and any Explosion/Collapse/Underground (X-C-U) exclusions deleted.
- Waiver of subrogation in favor of and acceptable to Amtrak.
- Additional insured endorsement in favor of and acceptable to Amtrak.
- Separation of insureds.
- The policy should be primary and noncontributory to any other insurance available to additional insured parties and their respective employees and agents.

B. All insurance shall be underwritten by insurers and be of such form and content as may be acceptable to Amtrak. This document should include (i) agreement number, (ii) description of the project, and (iii) railroad location. Prior to commencement of installation or maintenance of the Facilities or any entry on Amtrak's property, Licensee, or its contractors if it employs one, shall furnish to Director; National Railroad Passenger Corporation; 30th Street Station, 2955 Market Street, Mailbox 25, Philadelphia, PA 19104-2817, for approval, the original policy.

C. For any activity on Amtrak property performed in relation to this Agreement, Licensee shall and shall cause its contractor(s) to comply with Amtrak's then-current insurance requirements of the Temporary Permit to Enter, which then-current insurance requirements may be more stringent than the current requirements or agreements.

20. Relocation. If at any time during the term of this Agreement, Amtrak desires the use of the Property for itself or others in the case of a lease, sale, development, improvement or other disposition of the Property in such a manner as would, in Amtrak's opinion, be interfered with by the Facilities, Licensee 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 in the sole discretion of Amtrak may be necessary to avoid interference with the proposed use of the Property, including, without limitation, the relocation of the Facilities, or the construction at a new location. Construction related to such a relocation shall at all times comply with the terms and conditions of this Agreement with respect to the original construction by Licensee.

21. Notice. 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

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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 AMTRAK:

National Railroad Passenger Corporation
30th Street Station
2955 Market Streets
Philadelphia, PA 19104
Attention: Director, Pipe & Wire

To LICENSEE:

DQE Communications, LLC
45 S. 23rd St.
Pittsburgh, PA 15203
Attention: Real Estate Associate, Jodi Pecze

22. License Only; Assignments and Other Transfers.

A. This Agreement grants to Licensee only a personal privilege revocable and terminable by Amtrak upon the terms set forth herein. This Agreement does not and shall not be deemed to (i) constitute a lease or a conveyance of personal or real property to Licensee, or (ii) confer upon Licensee any right, title, estate or interest in the real property on which the Facilities are located.

B. Licensee's rights hereunder may not be assigned, sub-licensed, mortgaged, hypothecated or transferred, or other use be permitted other than for the Permitted Use without the prior written consent of Amtrak. Any such assignment or other transfer made without Amtrak's prior written consent shall be null and void without any liability on the part of either party to the other party except where expressly provided to the contrary and except for any liability accrued prior thereto or accruing thereafter, and, at Amtrak's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee, or a wholly-owned subsidiary of Licensee's parent without Amtrak's consent after thirty (30) days prior written notice to Amtrak of such assignment signed by both Licensee and the related assignee indicating it accepts and will perform Licensee's obligations under this Agreement; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

23. Termination.

A. This Agreement may be terminated by either party, without cause, upon sixty (60) days written notice to the non-terminating party at the address listed in Section 21 of this Agreement. This Agreement will not terminate until Licensee complies with Subsection B below, however if Licensee fails to comply within ninety (90) days of the date of notice to terminate, then Licensee shall be obligated to pay to Amtrak a fee of [REDACTED] per day until the date Licensee complies. If Licensee's failure to comply continues for one hundred eighty (180) days from the date of notice, then Amtrak has the option of terminating this Agreement immediately and exercising its rights and remedies under Subsection C and any other equitable or legal remedy it may have.

B. Prior to the effective date of any termination described in this Section, Licensee shall be required to remove the Facilities and restore the Property as specified herein unless Amtrak approves an abandonment in place. Licensee shall apply to Amtrak for Licensee's removal, or if applicable, abandonment in place of the Facilities located on, under or above Amtrak Property ("Removal/Abandonment Work"). Upon Amtrak's approval of Licensee's application for the

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Removal/Abandonment Work, Amtrak and Licensee shall execute a separate document that will govern Licensee's performance of the Removal/Abandonment Work from the Property occupied by the Facilities ("Abandonment Agreement"). Licensee shall then restore the impacted Amtrak Property to the same or reasonably similar condition as it was prior to Licensee's installation of the Facilities.

C. The Facilities are the personal property of Licensee, however, if Licensee shall fail to so remove the Facilities or restore the License Area as required in B., above, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become property of Amtrak for it to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor. If Amtrak elects to remove the Facilities, Amtrak, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the License Area, including all collection costs and reasonable attorneys' fees.

D. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, including liability and indemnification, and such other obligations as shall survive any such expiration or other termination of this Agreement under its express terms.

24. Successors and Assigns. The covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of Amtrak and its successors and assigns, and to Licensee's successors and permitted assigns only as expressly provided in this Agreement.

25. Force Majeure. The obligations of Amtrak hereunder are conditioned on the availability of materials and Amtrak workforce to carry out its obligations. Amtrak's obligation under this Agreement shall be subject to Force Majeure which shall include, but not be limited to pandemic, disease, quarantine, or governmental orders; acts of God, natural disasters, extreme weather and storms, lightning, floods, fires, earthquakes, or other natural occurrences; civil disturbances; labor disputes, strikes or other labor unrest; catastrophic power failures, terrorist activity, riots, war, nuclear, or other civil or military emergencies; acts or delays of legislative, judicial, executive, or administrative authorities, or any other events that may affect the availability to materials and Amtrak labor forces required for Amtrak to perform. If any of these events occur, Amtrak will not be held liable for any delays or inability to perform under this Agreement.

26. Entire Agreement; Amendment. This Agreement including without limitation, 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.

27. Governing Law; Adjudication; Waiver of Jury Trial. This Agreement shall be governed by and construed according to the laws of the District of Columbia, without giving effect to choice of law or conflicts of law principles and adjudicated exclusively in the United States District Court for the District of Columbia. Licensee hereby accepts the jurisdiction of said court and shall accept service of process as if it were personally served within the District of Columbia. Amtrak and Licensee hereby mutually waive all rights to request a jury trial in any proceeding at law or in equity.

28. Severability. The provisions of this Agreement are severable. If this Agreement cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts thereof, the remaining provisions of the Agreement shall be given full force and effect as completely as if the part or parts held invalid had not been included therein.

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29. Execution. Execution of this Agreement by Licensee, and negotiation of any check or other negotiable instrument by Amtrak, prior to the date of execution of this Agreement by Amtrak, shall not be deemed or construed by Licensee to be acceptance of this Agreement by Amtrak. If this Agreement is not executed by Amtrak for any reason whatsoever, then the amount set forth in any such check or other negotiable instrument shall be refunded to Licensee within a reasonable period of time after written notification that this Agreement will not be executed by Amtrak; provided, however, that the payment by Licensee of a preparation fee, if any, to Amtrak shall be nonrefundable and made as full payment for the Amtrak's preparation of this document without regard to whether or not same is ever executed.

30. Confidentiality. Licensee agrees that the terms, conditions and provisions of this Agreement constitute confidential and proprietary information regarding Amtrak and shall not disclose any term, condition or provision of this Agreement without the prior written consent of Amtrak or pursuant to an order of a court of competent jurisdiction. Further, Licensee shall not place or allow this Agreement or any portion thereof to be placed on the public record.

31. No Presumption Against Drafter. Neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

32. No Accord and Satisfaction. The acceptance by Amtrak of any sums from Licensee (whether as License Fee or otherwise) in amounts which are less than the amounts due and payable by Licensee hereunder is not, nor shall such acceptance be construed, to constitute an accord and satisfaction of any dispute between Amtrak and Licensee regarding sums due and payable by Licensee hereunder, unless Amtrak specifically deems it as such in writing.

33. Representation on Authority of Parties/Signatories. Each of the persons signing below on behalf of Amtrak and Licensee hereby represents and warrants that s/he or it is signing with full and complete authority to bind the party on whose behalf s/he or it is signing to the terms and obligations of this Agreement.

34. Miscellaneous. All exhibits referred to in this Agreement are incorporated herein and made a part hereof. Each covenant of Amtrak and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by Amtrak shall excuse the Licensee from the performance of any other covenant. The provisions of Sections 6, 7, 11, 14, 18, 20, 23 and 30 shall survive the expiration or earlier termination of this Agreement.

35. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and all of which shall be taken together and 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 to 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.

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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

DocuSigned by:

[Redacted Signature]

5D9312AB235647A

By: [Redacted]
Title: Vice President
Real Estate & Commercial Development
Date: 4/22/2024

DQE COMMUNICATIONS, LLC

DocuSigned by:

[Redacted Signature]

103BE2ADB63C486

By: [Redacted]
Title: Director of Operations
Date: 4/19/2024