



CANTON RAILROAD  
COMPANY

"Since 1906"

1841 S. Newkirk Street  
Baltimore, Maryland 21224  
Telephone: 410.633.9200  
Fax: 410.633.8720

FOR CANTON RAILROAD COMPANY ONLY

Permit number: \_\_\_\_\_

Date received: \_\_\_\_\_

Permit Fee of \$750.00 included Yes  No

## TEMPORARY ACCESS PERMIT APPLICATION

Please be aware that your application will only be considered received by the Canton Railroad Company (Canton) once the application is fully completed and all permit fees are submitted to Canton. Canton Railroad Company reserves the right to increase its fees with a 30-day notice on Canton Railroad Company's website.

1. 8 ½ by 11 vicinity map
2. Two full & 3 half-size sets of plans, drawings, and exhibits
3. Two sets of reports, specs & calculations if applicable
4. Non-refundable application fee of **\$1,200**

- Make cashier checks payable to Canton Railroad Company.
- ACH payments (contact Canton Railroad Company for information).
- Additional permit fees, copies, and information may be required upon request from the Canton Railroad Company.

### PERMITTEE INFORMATION

Company: \_\_\_\_\_ Job #: \_\_\_\_\_

Company Representative Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Office: \_\_\_\_\_ Cell: \_\_\_\_\_ After Hours: \_\_\_\_\_

Email Address: \_\_\_\_\_

Business License Number: \_\_\_\_\_

ARE YOU A SUB-CONTRACTOR FOR ANOTHER COMPANY:

Company: \_\_\_\_\_ Job #: \_\_\_\_\_

Company Representative Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Office: \_\_\_\_\_ Cell: \_\_\_\_\_ After Hours: \_\_\_\_\_

Email Address: \_\_\_\_\_

Business License Number: \_\_\_\_\_

PROJECT INFORMATION

1. Address or Location (street address and nearest cross street): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Baltimore City/Baltimore County Permit Number or date applied (if applicable): \_\_\_\_\_

*A copy of the Baltimore City/County permit must be provided before a Canton permit is issued if the project is in or accessed through the right of way.*

4. Proposed Access Route: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Proposed Staging Area: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Vehicles to be Used: Describe all vehicles that will be on-site, including trailers and other equipment, which will be used for access or installation of facilities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Only company or public agency vehicles marked with the company or agency name/logo will be permitted. Personal vehicles are not permitted on Canton Property.
- The Permit must always be on the job site when on Canton property.

7. Dates and Time of Access:

| Anticipated Start Date<br>(permits valid for 60 days) | Work Time  |
|---|--|
| Begin work: _____<br>End work: _____                  | 7:00 am – 5:00 pm, Monday-Friday<br>Canton Railroad Company restrictions take precedence. Weekend or extended hours are by special authorization from the Canton Railroad Company. |

Canton Railroad Company must be contacted within 48 hours before the start of work and 24 hours upon completion of the work to conduct a schedule post-inspection.

8. Insurance Requirements – *Canton Railroad Company will only accept exempt or self-insurance documentation from Government entities. All other parties are REQUIRED to adhere to the limits of coverage set forth by the Canton Railroad Company. There will be no exceptions to this rule and/or policy.*

The limits of coverage under each of the required insurance policies will be based on the activity and risk involved with a specific project. The applicant shall, at its own sole cost and expense, procure the following insurance that will cover the project as well as the Canton Railroad Company.

The following insurance shall be kept in force during the life of this Agreement:

If the project or access is within 50 feet of the active railroad tracks:

- Commercial General Liability Insurance – limit of not less than \$5,000,000 for each occurrence.
- Business Automobile Liability Insurance – with minimum limits of \$1,000,000 per occurrence.
- Worker’s Compensation Insurance – meeting the statutory requirement of the jurisdictions where the work will be performed, including Employer’s Liability coverage with minimum limits of \$1,000,000 for each accident.
- Railroad Protective Liability Insurance – (ISO/RIMA Form G 00 35), in the name of Canton Railroad Company. The policy shall have limits of liability of not less than \$5 million per occurrence, combined single limits, for coverage.

**PERMIT FEES - Please note: The Right of Entry fee is separate from the application fee.**

|  |         |  |
|--|---------|--|
| Permit Fee   | \$750   | Permit up to 6 months<br>Non-refundable  |
| Right of Entry Permit Application                    | \$1,200 | One-time fee per Permit – includes the permit preparation, processing, and approval.<br>Non-refundable |
| Comprehensive Engineering review                     | \$350   | Non-refundable   |
| Legal Review fee                                     | \$500   | Non-refundable   |
| Right of Entry Permit                                | \$2,500 | Permit beyond 6 months and up to a year.<br>Non-refundable   |
| Amended Permit – following the start of the project. | \$500   | Following the start of the project.<br>Two-day turnaround<br>Non-refundable                            |
| Emergency Permits                                    | \$3,000 | One day turn around<br>Non-refundable  |
| Maintenance of Way Services                          | TBD     | Non-refundable   |
| Owner Authorization and Consent Form                 |         | Cantonrr.com   |
| Flagger Form   |         | Cantonrr.com   |

**CANTON RAILROAD COMPANY**  
**RIGHT OF ENTRY PERMIT INSTRUCTIONS**

1. A Right of Entry Permit (Permit) is necessary when entering upon Canton Railroad Company's right of way, including airspace, and for any purpose. A permit is also required when working in public right-of-way occupied by Canton Railroad Company.

**CONTRACTOR/CONSULTANTS**

- Government entities or companies that require the use of Contractors, as their representatives to perform work on their behalf, must complete the **Owner Authorization and Consent Form**. The Contractor must comply with the insurance requirements within the Permit.
  - Government entities must provide the Canton Railroad Company with the contract and/or project number in which the Contractor is tasked to perform work on its behalf.
2. Before the issuance of a Permit, project plans/specifications must be approved by the Canton Railroad Company.
  3. To initiate a project review, complete a "Plan Review / Right of Entry Permit Application" with the required number of plan sets, a \$1,200 application fee, and an 8.5"x11" size vicinity map showing the location of the project.
  4. A letter of findings will be issued, within two weeks, indicating provisional approval or if additional engineering review is required.
  5. Permit fees, including plan review, Permit processing, and general Permit oversight costs, are assessed at this time, and an invoice is processed. If a comprehensive engineering review is necessary, a non-refundable fee of **\$350.00** will be required to cover reviews and other expenses.
  6. Permission to proceed with the Permit process will be granted only after the project has engineering review approval. If the encroachment requires an easement or a license agreement to allow permanent facilities within the right-of-way, the license or easement will be processed concurrently with the Permit. A plat and legal description, signed by a land surveyor licensed in the State of Maryland, and an appraisal to determine fair market value are required. Additional fees for processing the easement or license will be assessed. Board approval is needed for the conveyance of Railroad rights.

7. Permit processing and approval should be granted within two weeks once the plans have been approved, the proper insurance certificates have been received, and permit fees have been paid. Urgent permits will need authorization from the President & CEO or his designee.
8. A construction schedule that includes the number of days anticipated to encroach upon the right-of-way must be submitted to process the Permit. Include times and lengths of shifts, along with anticipated construction methods and approved Traffic control Plans where applicable.
9. Flagging will be required anytime work within 15 feet of track, including airspace.
10. The Canton Railroad Company will provide information about a Flag person two days before the start of the project. Canton Railroad Company will bill the applicant a fee of **\$250.00** for a one-person Flagger or **\$150.00** for a two-person team. \* **\$400.00 an hour per person for emergency flagging.**

#### **WEEKEND FLAGGER**

- Flaggers for weekend projects will need to be arranged four days before flagging is needed.
- Canton Railroad Company will bill the applicant a fee of \$450.00 for a one-person Flagger or \$350.00 for a two-person team.
- Billing for the flagger (s) is separate from the Permit fee.
- The Permittee agrees to compensate Canton Railroad Company for their employee's time, equipment, and material.

Railroad flagging personnel are assigned to protect CANTON personnel, equipment, passengers, and facilities during work activities within CANTON's right of way. The Permittee is responsible for coordinating flagging activities with Mr. Tyler Horner, Director of Operations at (410) 633-9200 ext: 193, to ensure that the work complies with the permit and Canton's safety manual. The number of flaggers required for a project within the work area will be determined by CANTON, based on factors such as track curves, sight lines, and radio contact.

11. A pre-construction meeting will be required with the Canton Railroad Company before work commencing within the right-of-way. A written notice of the planned start of work must be submitted to Canton Railroad Company within five business days before work starts in the right-of-way. All work will be stopped, and the Permittee will not be allowed on the right-of-way without proper notification.
12. The Permittee must adhere to the construction and safety standards required by the Canton Railroad Company of their Permittees when working within the right-of-way.

13. A written notice shall be submitted to Canton Railroad Company via email that work has been completed per the Permit.
14. Unauthorized work or work outside the scope of the permit that interferes with the railroad operations or work that is required for Canton Railroad Company personnel to replace, repair, or maintain railroad facilities is not permitted.
  - The Permittee will be responsible for paying a fee imposed by the Canton Railroad Company for such services in advance.
  - Canton Railroad Company will charge a fee of \$500.00 per hour for any work that disrupts railroad operations, resulting in the need for replacement, repair, or additional manpower.
15. The Canton Railroad reserves the right to issue a work stop order for unapproved work outside of the scope of the permit or for any reported damages to Canton Railroad's property. The Permittee is responsible for the coordination of the repairs.
16. The Permittee will provide Canton Railroad Company with a set of as-builts, hard copy, and electronic files upon request, within thirty days of relief from maintenance. No excess deposited funds will be released until as-builts are submitted and signed by a licensed engineer in the State of Maryland.

#### **Conditions of Access Permit**

- a) The Permittee agrees to hold the Canton Railroad Company harmless and indemnifies the Canton Railroad Company from any actions resulting from any work performed by the Permittee.
- b) Proof of Insurance is required prior to the start of work or access upon the right of way.
- c) The Permittee shall preserve the property as it appears at the time of access. The Permittee shall keep machinery in an open space area when possible.
- d) The Permittee shall restore the property to its original condition preceding the work within ten (10) working days of completion of the project - this includes removal of trash, debris, and utility locate flags.
- e) If the restoration is not satisfactorily completed within ten (10) working days of the permit end date or notification of completion of work, the Canton Railroad Company will complete the restoration. The Permittee shall pay the Canton Railroad Company the cost for the restoration and a 20% administration fee based on the cost.

- f) All restoration repairs shall be completed by a professional Permittee accredited by an agency or industry association and approved by the Canton Railroad Company.

The remainder of this page is intentionally left blank



I agree with the above terms and conditions of this application.



\_\_\_\_\_  
Authorized Representation

\_\_\_\_\_  
Date

Title \_\_\_\_\_

**Canton Railroad Company Conditions:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Acknowledgement of Conditions

\_\_\_\_\_  
Date

Title \_\_\_\_\_