



**OWNER AUTHORIZATION  
and  
CONSENT FORM**

{Incomplete information will result in the permit application being returned or voided}

**SECTION (1): OWNER INFORMATION**

Company Name:	
Contact Person Name and Title:	
Phone:	
Email:	
Mailing Address:	
Project Name:	
Is the use of CANTON property temporary, permanent, or both?	
<p style="color: blue; margin: 0;"><b>Temporary Use Request:</b></p> Describe all temporary work to be performed on Canton's property.	
Square footage of the area to be occupied:	
Length of time property is required for temporary use:	
Is it with 50' or blasting within 100' of Canton's right of way (above, under, or adjacent to)?	
Will equipment be stored on Canton's Property? If so, list all equipment to be used on Canton's property.	

Permanent Use Request:	
Square footage of the area to be conveyed to the requester:	
A signed, sealed plat of survey, metes and bounds description, and total square footage will be required before a Permit can be issued. Is the survey attached?	
Will it be surface, underground, or aerial area?	
Will it be an aerial or underground utility line?	
Will installation be within 50' of Canton's property (above, under, or adjacent)?	
Date of Entry Required:	
Length of Term of Agreement Required:	
	This form is hereby made for the activities described herein. I certify that I am familiar with the information in this form, and to the best of my knowledge and belief; this information is true, complete, and accurate. I further certify and grant CANTON permission to verify the proposed activities. I understand that the granting of other permits by local, county, state, or federal agencies does not release me from the requirement of obtaining the approval requested from CANTON before commencing the project.
Representative Signature	
Date:	

This information is critical if the owner/requester is outsourcing work to a contractor or utility company. The signature must be signed by the contractor or subcontractor performing the work.

**SECTION (2): AUTHORIZED AGENT/CONTRACTOR/BROKER/ASSIGNEE INFORMATION**

Company Name:	
Contact Person Name and Title:	
Phone:	
Email:	
Mailing Address:	
Will work be done with 50 feet of Canton's rail?	
SIGNATURE:	
DATE:	

**SECTION (3): AUTHORIZED SUB-CONTRACTOR/BROKER/ASSIGNEE INFORMATION**

Company Name:	
Contact Person Name and Title:	
Phone:	
Email:	
Mailing Address:	
Will work be done within 50 feet of Canton's rail?	
SIGNATURE:	
DATE:	

**SITE INFORMATION**

Site I.D. # or Control # (if applicable)	
Property Description: Please state the cross street between the requested area.	
Right of Way Plat and Tax Map and Parcel and GIS Coordinates	
Description of Equipment and fiber to be Installed	
Will you need Canton flaggers for the project?	

The Authorized Contractor, in a testament to their trustworthiness and reliability, undertakes the full responsibility to protect any structure and all property owned by the Canton RR within the access area against any possible damage, excluding acts of God or damage caused by third parties or parties not affiliated with the Authorized Contractor and agents/employees of the Canton RR. Furthermore, the Authorized Contractor pledges to fully indemnify the Canton RR for any such damage, reinforcing their commitment to the agreement.

The Authorized Contractor also agrees to release, hold harmless, and defend the Canton RR, its officers, agents, servants, employees, and assigns from any suits, claims, demands, liabilities, damages, costs, and reasonable expenses (including legal fees) arising from the Authorized Contractor's activities, except for those resulting from the RR's own negligence or failure to provide a safe working environment.

The Authorized Contractor further agrees to defend any suits, claims, demands, actions, or proceedings of any kind brought against the Canton RR based upon any such injury, death, loss, or damage or because of any actual violation of any laws, rules, or regulations of any local, state or federal agency, associated with its use of the Canton RR's premises for the installation, operation or maintenance of the Authorized Contractor's equipment. The Authorized Contractor agrees to pay all costs and reasonable expenses, including reasonable legal fees, in connection with suits, claims, demands, actions, or proceedings of any kind arising out of the activities associated with the Authorized Contractor's use of the Canton RR's premises, by its agents, servants, employees, assigns, contractors and subcontractors.

### **DUE CARE and PROTECTION**

The Authorized Contractor shall always take proper precautions and be responsible for the protection of railroad property and railroad tracks with respect to any work performed on, over, under, within, or adjacent to the Railroad right-of-way. The Authorized Contractors shall be responsible for acquainting themselves with the rules, regulations, and requirements. Any violation of Railroad safety rules, regulations, or requirements shall be grounds for the immediate removal of the Authorized Contractor's and Contractor's work. The rule shall apply to the Authorized Contractor when working near the railroad crossing, existing street and alley surfaces, railroad tracks, street intersection culverts or aprons, and all other identifiable installations they may encounter.

The following shall apply.

- Prior to starting a project on the Canton RR right-of-way, the Authorized Contractor shall plan and coordinate the work schedule with the Superintendent of Operation and the Supervisor of the Maintenance of Way.
  - The work shall be planned and scheduled within three (3) working days of the project.
  - Upon a train's approach, all personnel and equipment shall be moved to provide a minimum of 15 feet horizontal clearance and 21 feet vertical clearance from the active rail.
  - During access activities within the Canton RR's right-of-way, the Authorized Contractor shall provide the Canton RR weekly updates on activities and schedules.
  - No work shall be performed within twenty-five (25) feet of the centerline of the track or the energized wire or have the potential of getting within twenty-five (25) feet of an active track without the approval of the Superintendent of Operations and protected by a railroad flagman.
  - No equipment will be crossed over or placed on the tracks – the rails, ties, and ballast must always be protected.
  - No flammable liquids, hazardous materials, fuel, or equipment shall be stored within twenty-five (25) feet of the active track.
  - The Authorized Contractor shall inform the Superintendent of Operations if cranes will be operating over or adjacent to the tracks.

### **AFFIDAVIT**

I HEREBY CERTIFY that I/We are the owner (s) of the above-listed equipment and properly installed, or to be installed, on the above-described real property owned by the Canton Railroad Company (CANTON), and I/WE permit the above Agent or Contractor to perform the activities described above by signing this Affidavit. I certify that the owner (s) and Agent or Contractor will be responsible for all costs, fees, charges, utility bills, taxes, special assessments, and other debts or obligations associated with these activities and property. We will hold CANTON harmless and defend CANTON, its officers, agents, servants, employees, and assigns from any suits, claims, demands, actions, proceedings, liabilities, damages, costs, and expenses (including legal fees) of any kind brought against CANTON, arising from, associated with or based upon any injury, death, loss or damage or because of any violation of any laws, rules or regulations of any local, state or federal agency associated with these construction activities and use of CANTON property for the installation, operation or maintenance of the equipment, excluding (1) acts of God; (2) damage caused by third parties or parties not affiliated with the owner; or (3) employees, agents or independent contractors of CANTON. I certify that this Affidavit complies with all ordinance requirements and conditions regarding approvals that have been granted to me. I certify that all of the applicable filing requirements have been met, and to the best of my knowledge, the submitted documents and information are true and correct.

## INSURANCE REQUIREMENTS

Notwithstanding anything contained herein, the Canton RR shall be entitled to insurance in such respective amounts as sufficient to prevent the Canton RR or Permittee from becoming a co-insurer of any loss under the terms of the applicable policies.

The following shall be kept in force and maintained during the Permit's life.

- Commercial General Liability Insurance limits not less than One Million Dollars (\$1,000,000.00) per occurrence for claims arising from bodily injuries or death and property damages. A minimum limit of Three Million Dollars (\$3,000,000.00) is required for policies with aggregate limits. Such insurance shall include coverage for environmental Liability.
- Business Automobile Liability limits not less than One Million Dollars (\$1,000,000.00) per occurrence for all claims arising from bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobile used in the performance of this Agreement.
- Worker's compensation coverage as required by the State of Maryland and any similar coverage needed for this work by applicable Federal or "other States" state law.
- The Canton RR Railroad Company and its elected/appointed officials, department, employees, agents, and representatives shall be covered by endorsement as additional insureds concerning Liability arising from activities performed by or on behalf of the GRANTEE in connection with this Agreement.
- Railroad Protective Liability Insurance – if the Permittee engages an outside contractor to improve, maintain, repair, or renew the property, then the Permittee, in addition to the insurance provided in Section 12 of this Agreement, shall require the said Contractor to furnish the Permittee and CANTON RR with Railroad Protective Liability Insurance Policy having a combined single limit of not less than \$5,000,000 each and \$10,000,000 in the aggregate applying separately to each annual period.
- Said policy shall cover all loss, damage, or expense arising from bodily injury, property damage liability, and physical property damage attributed to acts or omissions at the job site.

The standard for Railroad Protective Liability Insurance is as follows.

- The insurer must be rated A - or better by AN. Best Company, Inc.
- The policy must be written using one of the following combinations, or their future equivalent, of Insurance Services Offices ("ISO") Railroad Protective Liability Insurance Form Numbers:
  - CG00350196 and CG28311093; or
  - CG 00 35 07 98 and CG 28 310798; or
  - CG 00 35 10 01 and CG 00 35 12 04.

The name insured shall read.

The Canton Railroad Company

1841 S. Newkirk Street  
Baltimore, Maryland 21224  
Attention: Cathy Pope, Director  
Real Estate and Contract Services

The description of the operation must appear on the Declaration, match the project description in this Permit, and include the appropriate project and permit identification number.

The access location must appear on the Declarations and include the City, State, and appropriate highway (name/number) near the railroad right of way.

I further acknowledge that the Canton Railroad Company requires a Certificate of Insurance Coverage Form naming Canton Railroad Company as the Certificate Holder. The form must be submitted to the Director of Real Estate and Contract Service within or at least (7) business days before the work begins. I/WE acknowledge that fieldwork cannot be performed until the CANTON receives the insurance certificate, and failure to obtain or maintain the required insurance or to submit the required Certificate shall be grounds for revocation or termination of the Permit and the contingent agreement.