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***SECTION 9***  
***APPENDIX***

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October 31, 2022

James Hockaday  
**CITY OF CONNEAUT**  
294 Main St  
Conneaut, Ohio, 44030

**RE: Proposed installation of one (1) underground transverse 10" PVC sanitary sewer pipe encased in a 24" steel casing within the street right of way Buffalo St. (DOT 471955C)**

**Keystone Division, at Mile Post B - 115.68  
Conneaut, Ashtabula County, Ohio  
Latitude 41.9462600165258, Longitude -80.5573666666667  
NS Activity No. 1305599**

Dear James:

Attached is the fully executed Agreement dated October 31, 2022, which has been executed by Norfolk Southern Railway Company ("Railway"). Now that the agreement has been countersigned, the Licensee and/or its contractors may reach out to the following individuals to begin coordinating field services for the project:

**For Scheduling of Flagging & Construction Monitoring submit a Protection Services Coordination request online at: <https://ns.railprosp permitting.com>**

Please *reference the NS Activity Number* and upload the permit. It is recommended that the contractor or construction manager submit the request. Projects are scheduled as soon as practicable and as the completion of the construction work plan review, planning and logistics allow. Prior approval is required before commencing construction, and **entry onto Railway's property without the Division Engineer or their representative's prior approval is considered trespassing.**

NOTE: Please email to [ns.coordinator@railpros.com](mailto:ns.coordinator@railpros.com) complete as-built drawings of the Facilities in an electronic format within thirty (30) days of (i) completion of the initial installation of the Facilities and (ii) completion of any material change to the Facilities.

If you have any questions, please contact me at (402) 965-0550 or message me via the portal.

Sincerely,

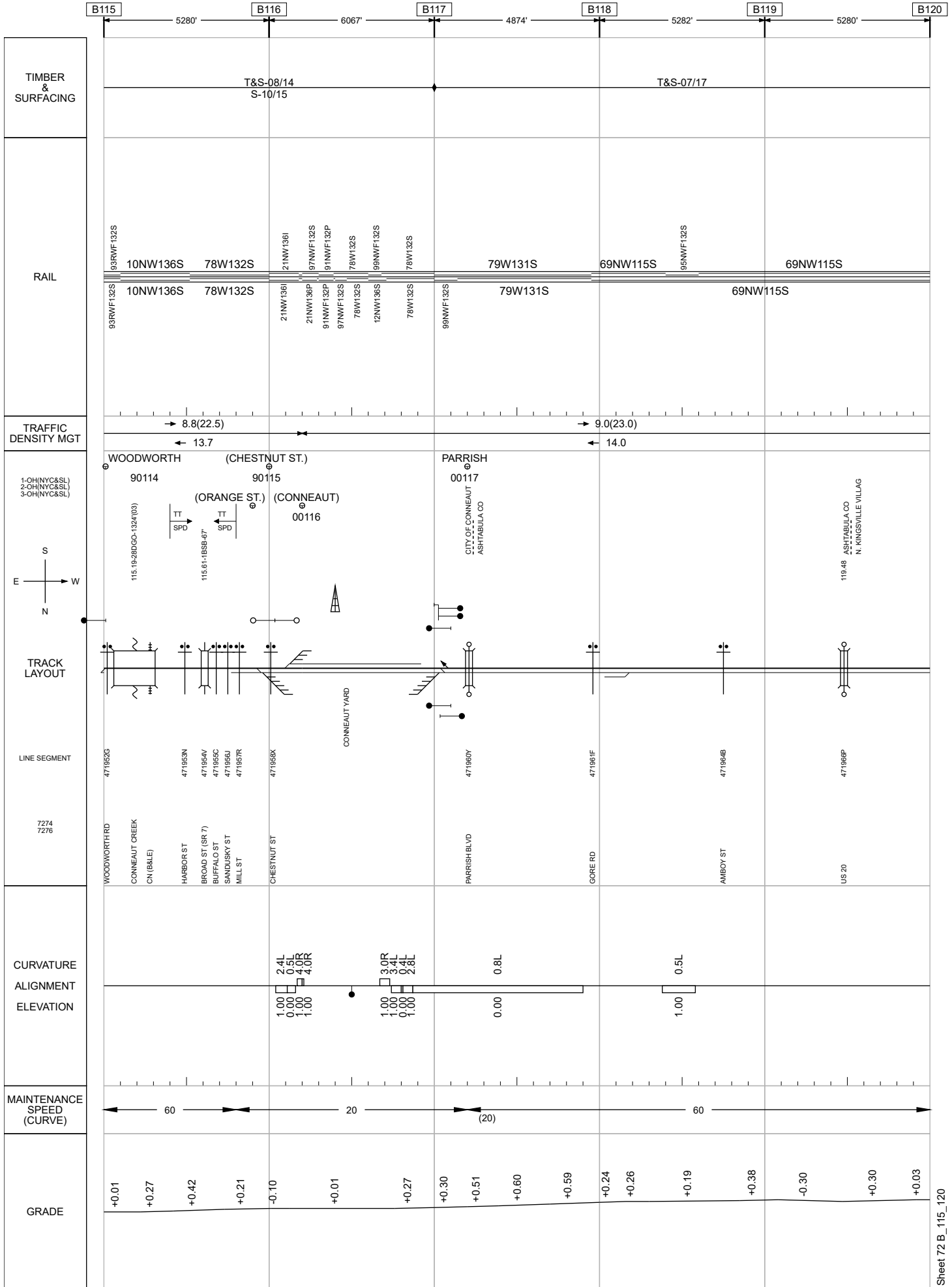
A handwritten signature in cursive script that reads 'Valerie Harrill'.

Valerie Harrill  
Real Estate Specialist

PO Box 642270  
Omaha, NE 68164

**P:** (402) 965-0539 **F:** (866) 762 - 7619

**[www.railpros.com](http://www.railpros.com)**



## PIPE DATA SHEET

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	Sanitary Flow	Carrier Pipe
MAX. ALLOWABLE OPERATING PRESSURE	10 psi	N/A
NOMINAL SIZE OF PIPE	10"	24"
OUTSIDE DIAMETER	10.5"	24.25"
INSIDE DIAMETER	9.644"	23.75"
WALL THICKNESS	0.404"	0.375"
WEIGHT PER FOOT	8.84 lbs	34 lbs
MATERIAL	PVC	Steel
PROCESS OF MANUFACTURE	Extrusion	Arc-welded
SPECIFICATION	SDR 26	ASTM A139
GRADE OR CLASS (Specified Minimum Yield Strength)	ASTM D3034	Grade B (35,000 psi)
TEST PRESSURE	5 psi	N/A
TYPE OF JOINT	Bell and Spigot	Welded
TYPE OF COATING	Uncoated	Uncoated
DETAILS OF CATHODIC PROTECTION	None	None
DETAILS OF SEALS OR PROTECTION AT END OF CASING	N/A	Rubber end seal with S.S. Band Clamps
CHARACTER OF SUBSURFACE MATERIAL	HbB - Hayden sandy loam, 0 to 6 percent slopes	HbB - Hayden sandy loam, 0 to 6 percent slopes
APPROXIMATE GROUND WATER LEVEL	10-20 inches below grade	10-20 inches below grade
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	US Department of Agriculture	US Department of Agriculture

Proposed method of installation (refer to NSCE-8 Specification):

- Bore & Jack
- Jacking
- Tunneling (with Tunnel Liner Plate)
- Directional Bore/Horizontal Direction Drilling – Method A
- Directional Bore/Horizontal Direction Drilling – Method B
- Open Cut – *All installations directly under any track must be designed as a bored installation. Open cut installations will be considered on a case-by-case basis by Norfolk Southern's Division Superintendent at the time of installation.*
- Other – Please Specify: \_\_\_\_\_

**NORFOLK SOUTHERN RAILWAY COMPANY**

**ACKNOWLEDGMENT FORM FOR WIRE AND/OR PIPE OCCUPATION  
WITHIN THE LIMITS OF A PUBLIC RIGHT OF WAY.**

APPLICANT: CITY OF CONNEAUT  
294 Main St  
Conneaut, Ohio, 44030

SUBJECT: Conneaut, Ashtabula County, Ohio  
Milepost B - 115.68, , Keystone Division  
**Norfolk Southern Activity No. 1305599**

**Proposed installation of one (1) underground transverse 10" PVC sanitary sewer pipe encased in a 24" steel casing within the street right of way Buffalo St. (DOT 471955C) (collectively, the "Facilities")**

In response to Applicant's submittal dated September 13, 2022 regarding the proposed construction of the subject project, Norfolk Southern Railway Company ("Railway") does not object to the installation of the Facilities as shown on the attached Drawing marked **Exhibit "A"**, dated September 16, 2022, provided Applicant adheres to the following terms and conditions:

- The Facilities shall be installed, constructed, maintained, repaired, operated and removed by and at the sole risk, cost and expense of the Applicant, (collectively, "Operate" or "Operations").
- The Facilities must conform with all Federal, State and local laws, rules and regulations and will not be attached to any railroad structure or appurtenance and will not be located on any private property of Railway.
- The design and construction of aerial Facilities shall comply with Railway's NSCE-4 Specification, latest edition, and underground Facilities shall comply with Railway's NSCE-8 Specification, latest edition.
- Insurance

(a) Insurance Requirements. Without limiting in any manner the liability and obligations assumed by Applicant under any other provision of this Agreement, and as additional protection to Railway, Applicant shall comply with the following provisions:

(i) Subject to subsection (ii) below, upon execution of this Agreement, Applicant shall pay Railway a risk financing fee of \$1,900 (the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate with respect to the initial construction and installation of the Facilities.

(ii) Prior to commencement of each Operations project that requires access to the Premises, unless Railway elects to make available and Applicant pays the then-current Risk Financing Fee for a given Operations project, Applicant shall furnish Railway with an original Railroad Protective Liability ("RPL") Insurance Policy naming Railway as the named insured and having a limit of (1) not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate, or (2) if the value of a given operations project exceeds \$350,000, not less than a combined single limit of \$5,000,000 per occurrence and \$10,000,000 in the aggregate. Each RPL policy shall conform to CG 00 35 04 13 or equivalent and include coverage for Terrorism and the Physical Damage to Property Endorsement and shall name Norfolk Southern Corporation and its affiliates and subsidiaries as the insured. Applicant shall ensure that the project location, Applicant identification and work description appear on the declaration pages of a given RPL policy. Applicant shall provide an electronic copy of each RPL policy (and not merely the binder) to Railway at [ns.permitting@railpros.com](mailto:ns.permitting@railpros.com) for review and approval prior to commencing any work on the associated Operations project. Applicant may submit inquiries about RPL issues at [ns.permitting@railpros.com](mailto:ns.permitting@railpros.com).

(iii) Applicant shall maintain a Commercial General Liability ("CGL") policy containing products and completed operations and contractual liability coverage, with a combined single limit

of not less than \$2,000,000 for each occurrence. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The policy shall not deny any obligation of any insured under the Federal Employer's Liability Act, as amended. The CGL policy shall provide additional insured coverage equivalent to ISO CG 20 10 11/85.

(iv) Applicant shall maintain Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading.

(v) Applicant shall maintain Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan or legislative enactment applicable in connection with the death, disability or injury of Applicant's officers, agents, servants or employees arising directly or indirectly out of the performance of this Agreement;

(vi) Applicant shall maintain Employers' Liability Insurance with limits of not less than \$1,000,000 each accident \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease;

(b) General Insurance Requirements. Each insurance policy referred to in subsection (a) above shall also comply with the following requirements:

(i) Additional Insureds. Each insurance policy (excluding any RPL policy and Workers' Compensation policy) shall name Railway and its parent, subsidiary and affiliated companies as additional insureds with an appropriate endorsement to each policy.

(ii) Applicant's Coverage Primary and Without Right to Contribution. All policies secured by Applicant, whether primary, excess, umbrella or otherwise, and providing coverage to the Railway as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies Railway may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Railway may have secured for itself.

(iii) Severability of Interests (Cross Liability). No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.

(iv) Waiver of Subrogation. To the fullest extent permitted by law, all insurance furnished by Applicant pursuant to this Agreement shall include a waiver of subrogation in favor of Railway with an appropriate endorsement to each policy.

(v) Notice of Cancellation, Modification or Termination. Each insurance policy shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days prior written notice to the additional insureds.

(vi) No Limitation. Each insurance policy shall not limit any of Applicant's indemnity obligations or other liabilities under this Agreement. The insurance available to Railway and its parent, subsidiary and affiliated companies as additional insureds shall not be limited by these requirements should Applicant maintain higher coverage limits.

(vii) Any deductibles or self-insured retentions of Applicant over \$50,000 must be declared and approved by Railway. Approval of such requests shall not be unreasonably withheld.

(viii) Applicant shall require all subcontractors who are not covered by the insurance carried by Applicant to maintain the insurance coverages set forth in subsection (a) above, except for the RPL insurance, including but not limited to additional insured status for Railway and its parent, subsidiary and affiliated companies.

(ix) Applicant shall furnish their memorandum of insurance and the RPL Insurance Policy to Railway's Managing Agent prior to execution of this Agreement at [ns.permitting@railpros.com](mailto:ns.permitting@railpros.com). The insurance coverage required herein shall in no way limit Applicant's liability under this Agreement.

- Railway shall, at Railway's option, furnish, at the sole expense of Applicant, Support Services. The term "Support Services" means such materials and services as necessary, in Railway's sole judgment, to support Railway's tracks and to protect Railway's traffic, including without limitation flagging services and construction monitoring during the installation, maintenance, repair, renewal or removal of the Facilities. Support Services shall be provided unless Railway's Division Engineer or his or her authorized representative provides to Applicant a written waiver of Support Services, whether in whole or in any part, in a given instance. The term "Construction Monitoring" means services comprised of one or more Railway representatives being assigned and present to monitor construction activities of Applicant, which may include a preconstruction site assessment and a post-construction site assessment.
- Prior to commencement of any work to be performed on or about Premises, Applicant shall notify the appropriate Division Engineer or their authorized representative for the scheduling of "Support Services". Within seventy-two (72) hours after the Division Engineer's or their authorized representative's actual receipt of such notification, they shall review the necessity and availability of Support Services for the proposed work and advise Applicant of such matters and the estimated cost therefor. No work shall be permitted on or about the Premises without the presence of Railway's Support Services or the Division Engineer's waiver of the requirement for Support Services. Entry on or about the Premises or any other Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Applicant agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for any protection and inspection costs incurred by Railway, in Railway's sole judgment, during any such entry.
- In the event it becomes necessary for Applicant to deviate from the approved plans and specifications, Applicant shall seek prior approval from Railway's Division Engineer or his or her authorized representative and, when applicable, an authorized representative of the Division Engineer in the field during Construction Monitoring or inspection.
- All cost or expense resulting from any and all loss of life or property, or injury or damage to the person or property of any person, firm or corporation (including the parties hereto and their respective officers, agents and employees) and any and all claims, demands or actions for such loss, injury or damage, caused by or growing out of the presence or use, or the construction, maintenance, renewal, change or relocation and subsequent removal of the Facilities and appurtenances herein referred to shall be borne by Applicant unless caused solely by the negligence or willful misconduct of Railway.
- Upon abandonment of the Facilities by Applicant, Applicant shall seek direction from Railway's Chief Engineer, or his representative, regarding the method of abandonment if the Facilities will be abandoned in place.
- In the event the Facilities consist of electrical power or communication wires and appurtenances, Applicant shall promptly remedy any inductive interference growing out of, or resulting from the presence of, the Facilities.
- In the event the Facilities consist of an underground occupation, Applicant will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities and appurtenances of Railway arising from or as a result of the installation of the Facilities, and Applicant shall pay to Railway on demand the full cost and expense.
- All rights and obligations conferred hereby shall extend to the successors and assigns of the parties hereto, provided that the Applicant shall in no event transfer or assign its rights hereunder without the written consent of Railway, which will not be unreasonably withheld.
- If the public road is abandoned by the appropriate governmental authority and the Facilities remain within the limits of Railway's right of way after such abandonment, as a condition for the continuing presence of the Facilities within Railway's right of way, Railway and Applicant shall agree upon an appropriate occupancy fee or rental for the Facilities and execute an amendment to this Agreement within ninety (90) days after the date upon which such public road is abandoned.

- Any and all notices, demands or requests by or from Railway to Applicant, or Applicant to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway: c/o Norfolk Southern Corporation  
 650 West Peachtree St. Box 22  
 Atlanta, Georgia 30308  
 Attention: Director Real Estate

If to Applicant: CITY OF CONNEAUT  
 294 Main St  
 Conneaut, Ohio, 44030  
 Attention: James Hockaday

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

ACCEPTED BY:

**NORFOLK SOUTHERN RAILWAY COMPANY**

DS **KSH** DocuSigned by: *Adam Johnson*  
 \_\_\_\_\_  
 ECF11FB073C464...  
 Real Estate Manager

DATE October 31, 2022 | 14:00 EDT

**CITY OF CONNEAUT**

DocuSigned by: *James Hockaday (City Manager, City of Conneaut)*  
 \_\_\_\_\_  
 20920408689C429...  
 Title City Manager, City of Conneaut

DATE September 22, 2022 | 10:20 PDT

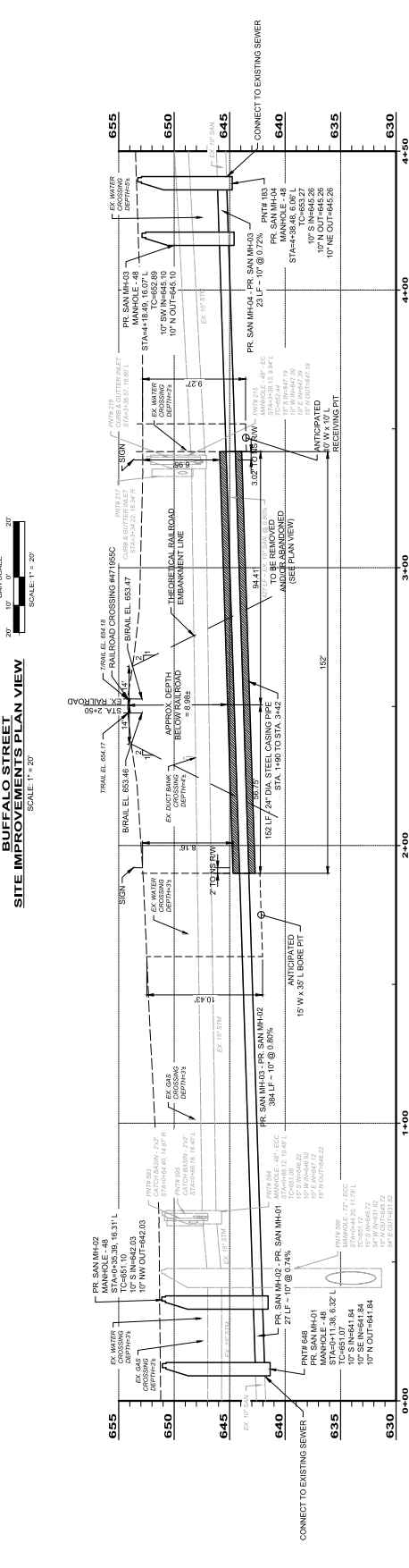
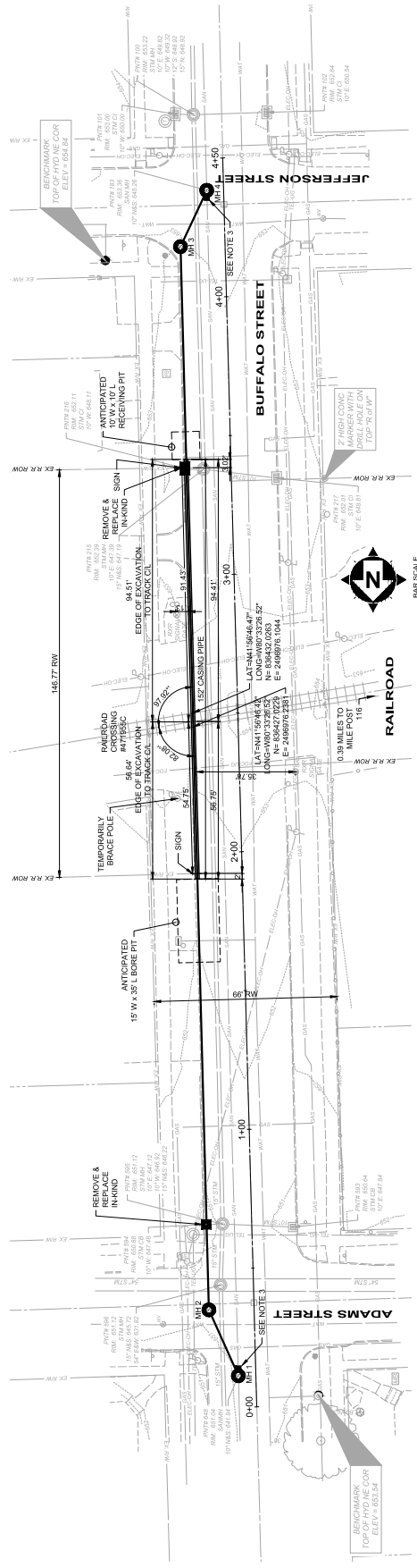
Activity Number: 1305599  
 Valerie Harrill: 09/20/2022



ISSUE NO.	REVISION	DATE

**BUFFALO STREET**  
**SANITARY SEWER REPLACEMENT**  
 ASHTABULA COUNTY, OHIO

PROJECT NO.	200503
SHEET NO.	10C-03
CIVIL	
SHEET TOTAL	6
DATE	



- IMPROVEMENTS NOTES:**
- ALL PROPOSED SANITARY SEWER SHALL BE SDR 26 PVC.
  - ALL SANITARY SEWER FLOWS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
  - TERMINAL MANHOLES (EXISTING TIE-IN MANHOLE LOCATIONS) SHALL REMAIN OPERATIONAL UNTIL THE PROPOSED SEWER HAS BEEN OTHERWISE EXISTED, TESTED, AND APPROVED. AT SUCH TIME, THE CONTRACTOR SHALL ABANDON THE SEWER. CONTRACTOR SHALL VERIFY THE EXISTING SANITARY SEWER HAS BEEN ABANDONED AND CONNECTED TO THE PROPOSED SEWER. CONTRACTOR IS RESPONSIBLE TO VERIFY LOCATIONS OF ALL EXISTING SANITARY SEWER LATERALS. CONTRACTOR RESPONSIBLE TO EXTEND AND CONNECT ALL EXISTING LATERALS TO NEW SANITARY SEWER USING SDR 26 PVC PIPING.
  - ALL PAVED AND NON-PAVED AREAS SHALL BE RESTORED BY CONTRACTOR AFTER TESTING NEW SANITARY SEWER.
  - FOOT CRAWL SPACES OF SEWER ARE RESTORATION 400".
  - CONTRACTOR SHALL VERIFY SEWER RESUMPTION IS 5 TO 10 DAYS PRIOR TO MAKING TERMINAL CONNECTIONS TO MAIN 1 AND 2. TESTS SHALL INCLUDE INTERNAL TV AND MANHOLE TESTING.
  - PERMITS: ALL PIPE JACKING OPERATIONS MUST BE EXECUTED ON A CONTINUOUS, NON-STOP, 24/7 BASIS UNTIL COMPLETE. TRACK MONITORING WILL BE REQUIRED FOR PROPOSED INSTALLATION AND IF SETTLEMENT OCCURS DURING INSTALLATION, CONTRACTOR SHALL BE RESPONSIBLE TO REQUIRE ADDITIONAL MONITORING POST-CONSTRUCTION UP TO 30 DAYS FOR PROTECTION OF THE RAILROAD.

**EXHIBIT A**

**Norfolk Southern Railway Company**  
 Accompanying Agreement With  
 City of Conneaut

**Activity No.:** 1305399  
**Division:** Keystone  
**Val Sec:** 2  
**City:** Conneaut  
**State:** Ohio  
**Lat:** 41.9462600165258

**E.S.:** 6028+20  
**Mile Post:** B - 115.68  
**Map No.:** 1S1  
**County:** Ashtabula  
**Long:** -80.55736066666667

**Dated 9/16/2022**

All work to be performed in accordance with the latest approved Norfolk Southern NSCE-4 and NSCE-8 Specifications  
**BLASTING NOT PERMITTED**