San Diego & Arizona Eastern
Railway Company

A Nevada Nonprofit
Corporation

1255 Imperial Avenue,
Suite 1000
San Diego, CA 92101-7490
619.231.1466

AGENDA

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

July 10, 2012

9:00 a.m.

Executive Committee Room
James R. Mills Building
1255 Imperial Avenue, 10th Floor

This information will be made available in alternative formats upon request. To request an agenda in an alternative format, please call the Clerk of the Board at least five working days prior to the meeting to ensure availability. Assistive Listening Devices (ALDs) are available from the Clerk of the Board prior to the meeting and are to be returned at the end of the meeting.

		ACTION RECOMMENDED
1.	Approval of the Minutes of April 10, 2012 Action would approve the SD&AE Railway Company Minutes of April 10, 2012.	Approve
2.	Statement of Railway Finances (Linda Musengo) Action would receive a financial report for the quarter ended June 30, 2012.	Receive
3.	Report on San Diego and Imperial Valley Railroad (SD&IV) Operations (Matt Domen) Action would receive a report for information.	Receive
4.	Report on Pacific Southwest Railway Museum (Diana Hyatt) Action would receive a report for information.	Receive
5.	Report on the Desert Line (Chas McHaffie) Action would receive a report for information.	Receive
6.	Real Property Matters (Tim Allison)	
	a. Summary of SD&AE Documents Issued Since January 24, 2012 Action would receive a report for information.	Receive
	b. Amended Agreement with the United States Border Patrol (USBP) Action would authorize the President to execute a new agreement with USBP (aka Office of Homeland Security) for the utilization of right-of-way for law enforcement purposes.	Approve

6. Real Property Matters (Tim Allison) - CONTINUED

c.	Tierra del Sol Solar Project Transmission Line Action would receive a report and provide direction to staff.	Possible Action
d.	CLOSED SESSION – CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to California Government Code section 54956.8 Property: MP 86.7, 89.0, and 94.0 over Railroad Street in Jacumba, California Agency Negotiators: Karen Landers, MTS General Counsel; Tim Allison, Manager of Real Estate Assets; and Paul Jablonski, President and CEO Negotiating Parties: San Diego Gas and Electric (SDG&E) Under Negotiation: Price and Terms of Payment	Possible Action

7. Board Member Communications

8. Public Comments

9. Next Meeting Date: October 16, 2012

10. Adjournment

DRAFT

MINUTES

BOARD OF DIRECTORS MEETING OF THE SAN DIEGO & ARIZONA EASTERN RAILWAY COMPANY

April 10, 2012

A meeting of the Board of Directors of the San Diego & Arizona Eastern (SD&AE) Railway Company, a Nevada corporation, was held at 1255 Imperial Avenue, Suite 1000, San Diego, California 92101, on April 10, 2012, at 9:00 a.m.

The following persons, constituting the Board of Directors, were present: Bob Jones, Randy Perry, and Paul Jablonski. Also in attendance were:

MTS staff:	Tim Allison, Karen Landers, Wayne Terry, Linda Musengo, Lynda Marquis
San Diego & Imperial Valley R.R. staff:	Matt Domen
Pacific Southwest Railway Museum:	Diana Hyatt
Carrizo Gorge Railway, Inc.:	Sheila Lemire, Chas McHaffie, Randall Polcyn
Burlington Northern Santa Fe:	John Hoegemeier
Law Offices of Michael A. Gardiner:	Michael Gardiner

1. Approval of Minutes

Mr. Jablonski moved to approve the Minutes of the January 24, 2012, SD&AE Railway Board of Directors meeting. Mr. Jones seconded the motion, and it was unanimously approved.

2. Statement of Railway Finances

Linda Musengo reviewed the financial statement for the 1st quarter of 2012 (attached to the agenda item). Ms. Musengo explained that due to server issues (over the past two weeks), current financial data has not been available. Once these issues are resolved, an updated report will be submitted at the next meeting.

Karen Landers added that $625,000 in income is anticipated as a result of a General Services Administration (GSA) condemnation case, which will replace the Greyhound income that SD&AE no longer receives.

Action Taken

Mr. Jablonski moved to receive the report for information. Mr. Jones seconded the motion, and it was unanimously approved.

3. Report on San Diego and Imperial Valley Railroad (SD&IV) Operations

Matt Domen presented the report of activities for the 1st quarter of 2012 (attached to the agenda item).

Mr. Domen clarified for Mr. Jablonski that the monthly railcar traffic for gas has increased, and SD&IV is going to receive over 100 cars in the next 48 hours. He added that the volume of traffic for gas is averaging 5 to 10 cars per day. Mr. Domen stated that there has been a continuous volume of railcar traffic with over 200 cars in April, and he anticipates about 300 cars in May.

Action Taken

Mr. Jablonski moved to receive the report for information. Mr. Jones seconded the motion, and it was unanimously approved.

4. Report on Pacific Southwest Railway Museum Operations

Diana Hyatt presented the 1st quarter of 2012 report (attached to the agenda item). In response to the Museum's request to install a 36-inch drain pipe under the mainline away from the tracks (east of mile post 66 in Campo), Tim Allison clarified for the Board that staff has extensively reviewed the drainage issues over the past years, which are due to the construction of the Campo Hills Housing Project. Mr. Allison stated that the issues are complicated, and there are a lot of factors involved. He added that Bureau Veritas did a lot of work regarding water runoff issues in 2006. Mr. Allison reported that there are concerns that a 36-inch pipe might create problems elsewhere. An engineering analysis of installing a pipe would be needed to research downstream effects, environmental issues, etc.

Ms. Hyatt added that Museum personnel have tried to work with the County of San Diego to help to rectify the issues, but there has been no action to date. She clarified for the Board that the Museum is primarily the entity being affected.

Action Taken

Mr. Jablonski moved to receive the report for information. Mr. Jones seconded the motion, and it was unanimously approved.

5. Report on the Desert Line

a. Report on the Desert Line

Sheila Lemire reviewed the 1st quarter report (attached to the agenda item).

Karen Landers stated that she received an e-mail sent by Ed Kravitz (attached) who was inquiring about two railcars (Metra Coach Car #7774 and Metra Cab Car #8728) that were purchased several years ago from CZRY by his client IFE Leasing but that were never delivered. Mr. Kravitz requested a response as to whether the sale would be honored or IFE's money would be refunded. Ms. Lemire responded that she received the e-mail from Ms. Landers and called Mr. Kravitz. Ms. Lemire stated that Mr. Kravitz told her that he located the cars on the line and took pictures of them; she will follow up on his request and report back to the Board. Mr. Allison added that the railcars are located at Dubbers spur siding, which is north of Interstate 8 toward Carrizo Gorge.

Mr. Jablonski noted that a revision to page 5a-6 of the report (attached) was submitted by CZRY.

Action Taken

Mr. Jones moved to receive the report for information. Mr. Jablonski seconded the motion, and it was unanimously approved.

5. Report on the Desert Line – Continued –

b. Assignment of Carrizo Gorge Railway, Inc. Operating Rights

Karen Landers stated that Pacific Imperial Railroad, Inc. (PIR) is requesting that SD&AE and MTS acknowledge and consent to the assignment of the CZRY Desert Line Operating Agreement to PIR (supporting documentation is attached to the agenda item). Under the current agreement, SD&AE, SD&IV, and CZRY are required to consent and approve. The SD&AE Board's recommendation would be forwarded to the MTS Board for approval, and SD&IV would go through its own procedures.

Mr. Jones asked if the documentation supports the request. Ms. Landers responded that the documents were signed by Dwight Jory, who was the President of CZRY at the time that Amendment No. 3 was signed (on January 7, 2012).

Public Comment:

- Michael Gardiner (Law Offices of Michael A. Gardiner) – Mr. Gardiner stated that he represents Ken Kahan, who is a CZRY shareholder. Mr. Gardiner requested that the following issues be considered before SD&AE Board approval of Amendment No. 3:

  1. The proposed assignee PIR is a Delaware Corporation and is not qualified to do business in the state of California. Mr. Gardiner believes that bars approval of a contract regarding rights to operate in the state of California.

  2. The contract itself is illegal because no notice was given to CZRY shareholders or Mr. Kahan. This contract potentially exposes all of the assets of CZRY.

  3. There was no approval by CZRY shareholders or no request for shareholders to approve the disposition of potentially all of the assets of CZRY.

  4. There is a failure of consideration for CZRY to have bargained for the acquisition of PIR for SD&IV's rights on the line, which would have alleviated concerns regarding potentially imminent rights over the Desert Line.

  Mr. Gardiner requested that this matter be tabled until the next meeting to determine if PIR has addressed its failure to qualify to do business in the state of California.

- Randy Polcyn – (New Director of CZRY) – Mr. Polcyn stated that Agenda Item 5b proposes to assign CZRY's rights and obligations to PIR (under "Recommendation"), but further along in the item, the assignment goes to Pacific Imperial Industries, LCC (PII) (page 5b-1 of the agenda item under "a") and then to PIR.

  Ms. Landers explained that the operating agreement is currently in the name of CZRY. The Board is aware of moves being made between CZRY and some of its creditors and shareholders. She added that it is not required to do multiple assignments from CZRY to PII to PIR, and that this action is acknowledging that the documents that were provided go from CZRY to PII and from PII to PIR; the

entity that holds these assigned rights (subject to SD&IV and SD&AE approval) is PIR.

Ms. Landers stated that she was not aware of the issue regarding PIR's right to do business in the state of California. It is her understanding that PIR has an interim operating agreement with CZRY wherein CZRY continues to operate and do the work on the line on behalf of PIR (PIR would need to go through STB's processes before taking over the operations).

Mr. Jablonski added that the agenda item states that as of November 1, 2011, there was an Assignment Agreement between PII and PIR (transfer of operating and trackage rights to PIR).

Mr. Jones stated that he is aware of Delaware corporations operating in the state of California and also sat on one of the boards. He added that unless something has changed since 2010, PIR's right to do business in the state of California shouldn't be an issue.

- Michael Gardiner (public speaker) – Mr. Gardiner responded that there is nothing wrong with a Delaware corporation operating a railroad in California if it is qualified to do business. The problem is that PIR is not qualified to do business in California. He added that PIR can rectify the issue but has not, which he believes should bar approval of this request at this time. Mr. Gardiner feels that the Board should look into this issue before approving assigning the operating rights, which can be terminated with 30 days' notice without any requirement that this body be made aware of the termination.

  Ms. Landers responded that this issue could be resolved by approving Amendment No. 3 contingent upon confirmation that PIR is authorized to do business in state of California.

  Mr. Jablonski asked if there is any documentation stating that CZRY will be authorized to continue to conduct business after this action regardless of who owns it.

- Randy Polcyn (public speaker) – In response to Mr. Jablonski's question, Mr. Polcyn referenced page 5b-2 of the agenda item, which states *Pursuant to a November 10, 2011, "Interim Operating Agreement" between PIR and CZRY, CZRY continues to operate on the Desert Line, under the supervision of PIR and subject to PIR's discretion.*

  Mr. Jablonski added that the people who are doing business as CZRY are qualified to do business in California.

Action Taken

Mr. Jablonski moved to authorize the SD&AE President to consent to Amendment No. 3[1] of the Carrizo Gorge Railway, Inc. (CZRY) 2002 Operating Agreement (MTDB Doc. No. S200-02-194) assigning CZRY's rights and obligations to Pacific Imperial Railroad (PIR) contingent upon General Counsel's confirmation that PIR is licensed to operate in the state of California (before going to the MTS Board for approval). Mr. Jones seconded the motion, and it was unanimously approved.

[1] The actual Amendment No. is 4 (for future reference).

6. Real Property Matters

Tim Allison reported that he has not been able to access the documents executed because agency servers are down, so he will have that information for the next meeting.

Ms. Landers reported that SDG&E served SD&AE with an eminent domain complaint in regard to its East County Substation Project that will cross SD&AE right-of-way. Ms. Landers stated that there are some deficiencies in the lawsuit. She added that normally SDG&E works with staff to acquire an easement voluntarily. SDG&E has included SD&AE as a defendant with another private property owner in the complaint. Ms. Landers is working with SDG&E to hopefully resolve the issue and will give an update. Mr. Allison added that there will be three crossings involved when SDG&E makes official contact with us.

7. Board Member Communications

None.

8. Public Comments

None.

9. Next Meeting Date

The next meeting of the SD&AE Railway Company Board of Directors is on Tuesday, July 10, 2012.

10. Adjournment

The meeting was adjourned at 9:37 a.m.

President

General Counsel

JGardetto/
DRAFT MINUTES SDAE 2012-4-10

Attachments: E-mail Dated 4/9/12 from Ed Kravitz
Revised page 5a-6 to Carrizo 1st Quarter Report

Jan Gardetto

From: Ed Kravitz <ekatsdrp@yahoo.com>
Sent: Monday, April 09, 2012 7:46 AM
Cc: Jan Gardetto; Philip Sheridan
Subject: STATUS OF MISSING I.F.E. LEASING's RAILCARS ?
Attachments: sheridan bos carrizo metra cars.jpg; Sheridan bos czry cars B.jpg; gorge to h's 049.jpg; gorge to h's 026.jpg; gorge to h's 028.jpg

Dear Copied Parties:

With the latest SDAE Railway Board Meeting Tuesday morning at 9:00 AM, I would like to remind participants that it has been over a year since I first asked the SDAE Railway Board to address the status of two railcars purchased from CZRY by my client IFE Leasing (several years ago). These cars were never delivered for interchange at San Ysidro or other interchange as agreed.

Will someone please ask Gary Sweetwood or Mr. McCaffee whether the attached bills of sale will be honored? Will the cars ever be interchanged to IFE Leasing? Will CZRY refund the purchase prices and applicable interest if cars are not delivered ?

I can't be there but, during public comments I would certainly appreciate it if someone would ask ***"whoever the responsible party is"*** to respond to myself or IFE Leasing declaring what action will or will not be taken in this matter.

As you know, we recently determined that the cars had not been fully scrapped, but some parts in the running gear had been removed.

Your attention to this matter would be most appreciated.

Ed Kravitz <charter@rent-a-train.com>
San Diego & Midwestern Railway Partners LLC
619-890-8894

Bill of Sale
For
Metra Coach Car #7774

Carrizo Gorge Railway, whose principal place of business is 2295 Fletcher Parkway Suite 101, El Cajon, CA. 92020 (the Seller), in consideration of the sum of Six Thousand Five Hundred dollars. ($6,500.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer, set over and deliver unto IFE Leasing, a Nevada Corporation, having their principal place of business at 207 Channel Dr. Novato CA. 94945 (the Buyer) all of the Seller's right, title and interest and equity in and to the following railroad equipment

One Metra Coach Car, #7774

Seller agrees that it is the lawful owner of the above described equipment: that same is free from all liens, encumbrances, claims, adverse interest and or legal processes of creditors against the same; that it has full right and legal authority to sell the same; and that it will warrant and defend title to the same against any and all claims thereunto pertaining. These two pieces are sold in its present existing condition and except for the foregoing warranty of title, ownership and legal authority, no other warranties, expressed or implied, or presentations whatsoever are made as to the same by Seller, and this sale to the Buyer is final without recourse to the Seller.

Dated at El Cajon this 19th day of July 2007.
Carrizo Gorge Railway

Daniel Singer
~~President~~ CEO

STATE OF CALIFORNIA
COUNTY OF San Diego

The forgoing instrument was acknowledged before me this 3 day of ~~July~~ Aug., 2007 by DANIEL SINGER,
Witness my hand and official seal

My commission expires NOV. 29, 09

Notary Public

OFFICIAL SEAL
ALEC GONZALES
NOTARY PUBLIC-CALIFORNIA
COMM. NO. 1618420
SAN DIEGO COUNTY
MY COMM. EXP. NOV. 29, 2009

Bill of Sale
For
Metra Cab Car #8728

Carrizo Gorge Railway, whose principal place of business is 2295 Fletcher Parkway Suite 101, El Cajon, CA. 92020 (the Seller), in consideration of the sum of Seven Thousand Five Hundred dollars. ($7,500.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer, set over and deliver unto IFE Leasing, a Nevada Corporation, having their principal place of business at 207 Channel Dr. Novato CA. 94945 (the Buyer) all of the Seller's right, title and interest and equity in and to the following railroad equipment

Metra Cab Car, #8728

Seller agrees that it is the lawful owner of the above described equipment: that same is free from all liens, encumbrances, claims, adverse interest and or legal processes of creditors against the same; that it has full right and legal authority to sell the same; and that it will warrant and defend title to the same against any and all claims thereunto pertaining. These two pieces are sold in its present existing condition and except for the foregoing warranty of title, ownership and legal authority, no other warranties, expressed or implied, or presentations whatsoever are made as to the same by Seller, and this sale to the Buyer is final without recourse to the Seller.

Dated at El Cajon this 19th day of July 2007.
Carrizo Gorge Railway

Daniel Singer
~~President~~ COO

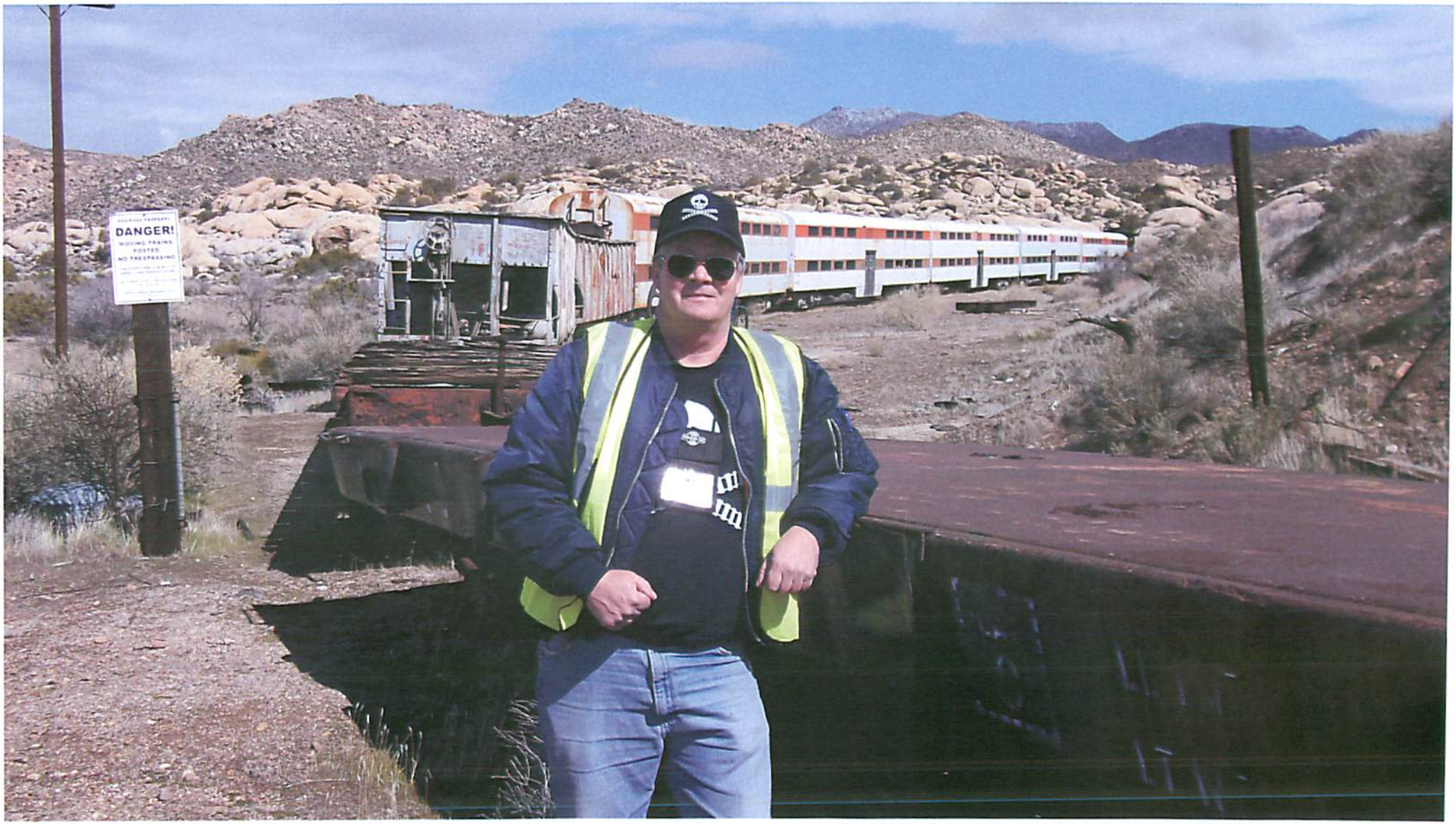
STATE OF CALIFORNIA
COUNTY OF San Diego

The forgoing instrument was acknowledged before me this 3 day of ~~July~~ AUG. 2007 by DANIEL SINGER.
Witness my hand and official seal

My commission expires NOV. 29, 09

Notary Public

OFFICIAL SEAL
ALEC GONZALES
NOTARY PUBLIC-CALIFORNIA
COMM. NO. 1618420
SAN DIEGO COUNTY
MY COMM. EXP. NOV. 29, 2009


DANGER!
MOVING TRAINS
POSTED
NO TRESPASSING


8728


Emergency Entry-Pull Strip-Remove Window
7774

REVISED

CARRIZO GORGE RAILWAY, INC.

VI. Mexican Railroad

Carrizo Gorge Railway is in negotiations with the State of Baja California, Mexico. Here is an update of Carrizo Gorge Railway, Inc. Mexico's Operation.

CURRENT MEXICO PERSONNEL

5 Trust Employees

~~Carrizo Gorge Railway is the rail freight operator for the State of Baja California, Mexico and continues to employ the following personnel dedicated to freight service south of the border.~~

~~Here is an update of Carrizo Gorge Railway, Inc. Mexico's Operation.~~

~~CURRENT MEXICO PERSONNEL~~

~~1 Director of Operations~~
~~1 Supervisor of Operations~~
~~3 Dispatchers~~
~~3 Train Engineers~~
~~6 Conductors~~
~~1 Mechanic~~
~~1 Division Engineer~~
~~1 Track Inspector~~
~~1 Track Supervisor~~
~~8 Track laborer~~
~~2 Traffic~~

Agenda Item No. 2

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

July 10, 2012

SUBJECT:

STATEMENT OF RAILWAY FINANCES

RECOMMENDATION:

That the SD&AE Board of Directors receive a financial report for the quarter ended June 30, 2012.

Budget Impact

None.

DISCUSSION:

Attached are the financial results for the four quarters ended June 30, 2012, and 2011. The current year depreciation expense, which is approximately $17,000, will be recorded as a part of the audit process. In addition, it is likely that other adjusting entries will be recorded during the three to four months that comprise the audit preparation process.

The current year-to-date results show a $59,000 decrease in total revenue comprised of a $43,000 decrease in right of entry revenue, $10,000 decrease in lease income, and $6,000 decrease in San Diego and Imperial Valley Railroad freight fee compared to the same period last year. Expenses decreased by $49,000 due to the timing of depreciation expense and reduced expenses for outside services and insurance premiums. The net income before the audit for FY 12 was $11,815 compared to the net income of $22,358 in FY 11.

Attachment: SD&AE Operating Statement 4th Quarter FY 12

SD&AE operating statement FY2012 and FY2011

	FY2012					FY2011				
	Q1	Q2	Q3	Q4	YTD	Q1	Q2	Q3	Q4	YTD
Revenue										
Right of entry permits	$ 1,221	$ 4,400	$ 500	$ 3,000	$ 9,121	$ 12,250	$ 5,450	$ 21,370	$ 13,040	$ 52,110
Lease income	19,155	20,836	10,251	28,520	78,762	22,072	28,845	19,340	18,580	88,837
SD&IV 1% freight fee	-	-	-	31,866	31,866	-	-	38,187	-	38,187
Total revenue	20,376	25,236	10,751	63,386	119,748	34,322	34,295	78,897	31,620	179,134
Expense										
Personnel costs	20,284	17,151	16,877	29,696	84,008	19,916	22,595	18,746	22,892	84,149
Outside services	-	-	-	-	-	-	260	-	24,429	24,689
Risk management	5,798	5,974	6,093	5,678	23,543	8,352	8,194	7,771	5,974	30,291
Misc operating expenses	309	-	-	74	383	303	194	70	-	567
Depreciation	-	-		-	-	-	-	-	17,080	17,080
Total expense	26,391	23,125	22,970	35,448	107,934	28,571	31,243	26,587	70,375	156,776
Net income/(loss)	$ (6,015)	$ 2,111	$ (12,219)	$ 27,938	$ 11,815	$ 5,751	$ 3,052	$ 52,310	$(38,755)	$ 22,358

Reserve balance 2011 - actual	$ 919,524
Allocated interest earnings - estimated	5,245
Operating profit (loss)	11,815
Improvement expense 2012	-
Reserve balance 2012- estimated	$ 936,584

Agenda Item No. 3

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

July 10, 2012

SUBJECT:

REPORT ON SAN DIEGO AND IMPERIAL VALLEY RAILROAD (SD&IV) OPERATIONS

RECOMMENDATION:

That the SD&AE Board of Directors receive a report for information.

Budget Impact

None.

DISCUSSION:

An oral report will be given during the meeting.

Attachment: Periodic Report for the 2nd Quarter of 2012

SD&AE Board
C/O MTS
1255 Imperial Avenue, Suite 1000
San Diego, California 92101

June 25, 2012

Periodic Report

In accordance with Section 20 of the Agreement for Operational Freight Service and Control through Management of the San Diego and Arizona Eastern Railway Company; activities of interest for the 2nd Quarter of 2012 are listed as follows:

1. Labor

At the end of June 30, 2012 the San Diego & Imperial Railroad had 10 employees:

1 General Manager
1 Asst. General Manager
1 Asst. Trainmaster
1 Manager - Marketing & Sales
1 Office Manager
1 Mechanical Manager
1 Roadmaster
1 Maintenance of Way Employee
2 Train Service Employees

2. Marketing

Volume in the 2nd Quarter was impacted by the return of TG&O into Mexico, LPG's impacted this increase. LPG volume was up 132%. Overall, the volume increased 22% over last year. Bridge traffic was up 36% over last year. Traffic destined or originated on the SDIY was down 26% 65 cars to last year.

3. Reportable Injuries/Environmental

Days through year to date, June 30, 2012, there were no FRA Reportable injuries or environmental incidents on the SDIV Railroad.

Days FRA Reportable Injury Free: 4659

4. Summary of Freight

	2012	2011	2010
Total rail carloads that moved by SDIY Rail Service in the quarter.	1349	1100	1458
Total railroad carloads Terminating/Originating Mexico in the quarter.	1166	852	1211
Total railroad carloads Terminating/Originating El Cajon, San Diego, National City, San Ysidro, California in the quarter.	183	248	247
Total customers directly served by SDIY in the quarter	10	11	12
Regional Truck trips that SDIY Railroad Service replaced in the quarter	4586	3740	4957

Respectfully,

Randy Perry
General Manager

Agenda Item No. 4

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

July 10, 2012

SUBJECT:

REPORT ON PACIFIC SOUTHWEST RAILWAY MUSEUM

RECOMMENDATION:

That the SD&AE Board of Directors receive a report for information.

Budget Impact

None.

DISCUSSION:

A report will be presented during the meeting.

Attachment: Second Quarter Report for 2012

Pacific Southwest Railway Museum
La Mesa Depot 4695 Nebo Drive La Mesa, CA 91941 619-465-7776

July 2, 2012

SD&AE Board
c/o Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

Re: Second Quarter 2012

Dear SD&AE Board:

During the second quarter of 2012, the Pacific Southwest Railway Museum carried 2,882 passengers with no FRA reportable accidents or injuries. Total Income from SD&AE property for second quarter 2012 was $35,365.00, a check for $707.30 is enclosed. By comparison, PSRM carried 2,434 passengers during the second quarter of 2011 and total income from SD&AE property for that quarter was $33,954.16.

The Museum operated two special event trains during the quarter: the annual Bunny Trains and our annual Father's Day BBQ. Both events seem to be increasing in popularity and help boost the Museum's springtime ridership figures. These two events will continue to be annual events at Campo.

The Campo Depot restoration project is winding down with the completion of the interior of the downstairs waiting room. Passengers can now enjoy one of two documentaries about the San Diego & Arizona Railway or the history of the railroad and the Museum's efforts at preserving that history on a large flat screen television. Several more benches need to be purchased as funds are available. The long awaited air conditioning systems have been purchased and are onsite. We are eager to have it operational very soon as the temperatures are already in the nineties during the day.

Maintenance of Way work continues along the right of way, some weeding was necessary to maintain clearances for Cal Fire. Museum personnel continue to perform the monthly signal inspections and remain under the supervision of the signal inspector with Transit America. Recently, there have been some unexplained activations, primarily at the east Highway 94 crossing; it is currently under investigation and more information should be available by the time this board meets in July.

The Museum has closed escrow and is now the owner of 12.9 acres adjacent to the railroad right of way east (railroad south) of the Campo Depot and has entered into a lease to own agreement for another 6.25 acres of land adjacent to both of these two parcels. This is positive news for the museum as the acquisition of both properties has been a long range vision of museum management. This land is expected to be utilized for insulation from surrounding encroachment and future expansion of the museum facility.

Sincerely,

Diana Hyatt
President

Enc.

Agenda Item No. 5

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

July 10, 2012

SUBJECT:

REPORT ON THE DESERT LINE

RECOMMENDATION:

That the SD&AE Board of Directors receive a report for information.

Budget Impact

None.

DISCUSSION:

A report will be presented during the meeting.

Attachment: Report not submitted in time for mail-out

Agenda

Item No. 6a

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

SDAE 710.1 (PC 50771)

July 10, 2012

SUBJECT:

SUMMARY OF SD&AE DOCUMENTS ISSUED SINCE JANUARY 24, 2012

RECOMMENDATION:

That the SD&AE Railway Company Board of Directors receive a report for information.

Budget Impact

None.

DISCUSSION:

Since the January 24, 2012, SD&AE Railway Company Board of Directors meeting, the documents described below have been processed by staff.

- S200-12-518: Lease to Innovative Cold Storage, Inc. for building use at the San Ysidro Freight Yard.
- S200-12-521: Right of Entry Permit to Navy Region Southwest Morale, Welfare and Recreation Department for the Bay Bridge Run/Walk.
- S200-12-528: Right of Entry Permit to Outdoor Dimensions to install banners at the Grossmont Trolley Station.
- S200-12-529: Right of Entry Permit to the City of La Mesa for the Flag Day Parade.
- S200-12-530: Right of Entry Permit to Hazard Construction, Inc. to construct the COMM 22 project in the City of San Diego.
- S200-12-513: Right of Entry Permit to Peterson Chase General Engineering Construction, Inc. to repair bridge railings at the Grossmont Trolley Station.
- S200-12-532: Right of Entry Permit to Ninyo & Moore to perform field investigations for various SANDAG projects.
- S200-12-534: Construction and Maintenance Agreement to the Ocotillo Express LLC for crossings in the Ocotillo area of the Desert Line.

Agenda Item No. 6b

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

July 10, 2012

SUBJECT:

AMENDED AGREEMENT WITH THE UNITED STATES BORDER PATROL (USBP)

RECOMMENDATION:

That the SD&AE Board of Directors authorize the President to execute a new agreement with USBP (aka Office of Homeland Security) for the utilization of right-of-way for law enforcement purposes in substantially the same form as attached (Attachment A).

Budget Impact

None.

DISCUSSION:

On April 3, 2007, CZRy, SD&AE, SD&IV, and USBP executed an agreement authorizing USBP's San Diego Sector to utilize certain portions of the Desert Line for law enforcement and Border Patrol activities subject to its compliance with all operating rules and regulations. SD&AE/MTS has been approached by USBP about updating the agreement. A copy of the April 3, 2007, Agreement is included with this agenda item as Attachment A.

The term of the agreement was for one year and may be amended upon review of the SD&AE Board.

Attachment: A. 4/3/07 Agreement (MTS Doc. No. S200-04-234.1)

ORIGINAL

SDAE Doc. No. S200-04-234.1
SDAE 710.1

AGREEMENT BETWEEN THE
SAN DIEGO AND ARIZONA EASTERN RAILWAY COMPANY,
UNITED STATES BORDER PATROL, AND CARRIZO GORGE RAILWAY
TO ALLOW BORDER PATROL ACCESS TO PORTIONS OF THE
SD&AE RIGHT-OF-WAY FOR LAW ENFORCEMENT PURPOSES

THIS AGREEMENT is entered into on this 3RD day of APRIL 2007 to be effective with the provisions hereof between the SD&AE Railway Company (hereinafter referred to as SD&AE), Carrizo Gorge Railway (hereinafter referred to as CZRy), a California Corporation with principal offices in El Cajon, California, and the United States Government with principal offices in Chula Vista and Campo, California (hereinafter referred to as the United States Border Patrol aka USBP).

1. Intent

The Metropolitan Transit Development Board (hereinafter referred to as MTDB aka MTS) purchased and acquired SD&AE, which owns the right-of-way, physical assets, and operating rights, agreements, and licenses referred to as the Desert Line. MTS has contracted with RailAmerica, Inc., a Florida Corporation (hereinafter referred to as RA) to provide all freight service on the Desert line and Blue Line through its assignee, the San Diego and Imperial Valley Railroad (hereinafter referred to as SD&IV).

CZRy is the subcontractor to SD&IV, which operates freight service solely on the Desert Line. SD&AE hereby authorizes and SD&IV and CZRy hereby consent to the USBP utilizing a limited and specified portion of the Desert Line in conjunction with and subject to the operating rules and procedures of CZRy for the operation of on-track Hy-rail vehicles for the purpose of law enforcement. During the term of this Agreement, the USBP shall fully and without reservation, hold harmless MTS, SD&AE, SD&IV, RA, CZRy, and the Pacific Southwest Railroad Museum, Inc. (hereinafter referred to as PSRMA) from any risk of loss, damage, injury, or death that shall occur in connection with USBP's use of the Desert Line under this Agreement.

2. Obligations of the USBP

A. Safely operate at its own cost a fleet of Hy-rail vehicles on the designated portion of the railroad as provided herein, including providing for regular maintenance, inspection, and repair of said vehicles and adequate safety training and supervision of persons performing the services, at its own expense. Vehicles so designated and equipped as Hy-rail vehicles shall be equipped with two-way radio communications and shall have the ability to transmit and receive on all applicable railroad frequencies. Hy-rail vehicles operating on track shall have either a rotating or flashing highly visible amber warning light that will operate and remain on day or night while the vehicle is in motion on the rail. Additionally the headlights of the vehicle will remain on day or night while the vehicle is in motion on the rail.

B. At its own cost, maintain an inventory of parts and equipment necessary and appropriate to safely operate Hy-rail vehicles on the railroad and provide the functions authorized under the terms of this Agreement.

C. Continuously comply in all material respects with all lawfully enacted federal, state, and local laws, ordinances, rules, and directives applicable to railroad Hy-rail vehicle operations, including compliance with all applicable safety standards and operating regulations of CZRy. The USBP shall be solely responsible for payment of fines levied by any regulatory agency relating to USBP railroad Hy-rail vehicle operations, equipment, and maintenance hereunder.

D. Make timely and accurate reports to all federal, state, and local regulatory and safety agencies having jurisdiction over USBP railroad Hy-rail vehicle activities.

E. File with CZRy and SD&AE one copy of every report filed with a federal, state, or local regulatory or safety agency at the same time such report is filed with any such agencies as it relates to the use and operation of USBP railroad Hy-rail vehicles used on the Desert Line.

F. Assume full responsibility for all liabilities of the USBP in accordance with applicable federal and state laws and all causes of action arising out of facts occurring during any period in which the USBP is operating railroad Hy-rail vehicles on the Desert Line and right-of-way and hold MTS, SD&AE, SD&IV, RA, CZRy, and PSRMA harmless from all such claims and liabilities.

G. The USBP shall designate personnel who will operate and can be trained and certified to safely operate railroad Hy-rail vehicles in the service of the USBP for the purpose of providing law enforcement on designated portions of the railroad. Said personnel must be able to attend a training program taught by qualified CZRy personnel that will include classroom and field training and shall be required to pass a written examination. Following this, each participant will undergo an operating proficiency test to determine if said individual can operate an on-track Hy-rail vehicle safely and be compliant with the rules, regulations, and procedures of the CZRy.

The USBP shall at all times operate railroad Hy-rail vehicles in compliance with the CZRy "Hy-rail and Motorcar Operation Procedures" attached hereto as Exhibit A or such other updated operating procedures as may be agreed upon by CZRy and the USBP.

H. Fully comply with all instructions and orders from the CZRy dispatcher regarding USBP Hy-rail vehicle operations over the railroad right-of-way whether they are received by radio and/or in writing.

3. Obligations of CZRy

CZRy will conduct training and certifications for USBP personnel selected to become certified railroad Hy-rail vehicle operators. CZRy will be responsible for the dispatching and train orders necessary to operate railroad Hy-rail vehicles, motorcars, trains, and other types of on-track vehicles on the railroad. CZRy retains the right to decertify any personnel and preclude decertified persons from operating any railroad equipment on the railroad.

CZRy will cooperate with and assist the USBP to maintain all necessary permits, clearances, agreements, and requirements for operations and maintenance.

CZRy will work with the USBP to ensure that necessary operating schedules for railroad Hy-rail vehicle activities by USBP are planned and implemented to ensure no disruption of any freight or passenger service operated by PSRMA over the Desert Line.

CZRy will provide dispatching and authorizations for use of any given section of right-of-way by both radio and written train orders from the CZRy dispatcher. All instructions received from the dispatcher regarding movement of any rail vehicle over the railroad must be followed.

4. Identification of Designated Track and Right-of-Way

The right-of-way owned by SD&AE over which the USBP will provide law enforcement functions by way of on-track railroad Hy-rail vehicles as described in Exhibit B attached hereto and incorporated herein by reference and in general terms consists of the nonexclusive use by the USBP of the portion of the SD&AE trackage and right-of-way on the Desert Line MP 74 past Miller Creek to Dos Cabazas (Milepost 109) subject to the operations of maintenance-of-way equipment, freight and passenger trains, fire-protection equipment, and railroad security or railroad police. No USBP Hy-rail operations will occur from Milepost 59.9 to Milepost 74 where the PSRMA operates limited passenger services.

5. Term

The initial trial term of this Agreement shall run for one year from the date of signature. Upon review by the SD&AE Board, this Agreement may be amended. USBP must be in compliance with all terms of this Agreement as a condition precedent to the SD&AE considering extending the term.

6. Hold Harmless Agreement

A. The USBP agrees to hold CZRy, SD&IV, RA, MTS, SD&AE, and PSRMA harmless against any form of claims, costs, liabilities, expenses (including, without limitation, court costs and reasonable attorneys' fees), or demands of whatsoever nature or source arising from: (i) any contamination or environmental problems, latent or obvious, discovered or undiscovered, on the right-of-way; (ii) any personal injury or death of persons whomsoever; or (iii) any property damage or destruction of whatsoever nature (including, without limitation, property of CZRy, SD&IV, RA, MTS, SD&AE, and PSRMA or property in their care, custody, or control and third-party property) where such contamination environmental problems, injury, death, or damage arise out of acts, omissions, or events occurring in connection with this Agreement during the term of this Agreement.

B. Environmental problems are defined as any cause of action under the Federal Comprehensive Environmental Response Comparison and Liability Act, 42 U.S.C. 6901 et seq., the Federal Water Pollution Act, 33 U.S.C. 1201 et seq., the Clean Water Act, 42 U.S.C. 7401 et seq., and any other federal, state, local, or other government statute, regulation, law, or ordinance dealing with the protection of human health, natural resources, or environmental cause of action arising from similar federal, state, or local regulations or other rules of law, and private causes of action of whatsoever nature that arise from any pollutant, contamination, hazardous substance or waste, solid waste, petroleum or any fraction of petroleum or any other chemical, substance, or material listed or identified in or regulated by any environmental law.

7. Insurance

All policies required shall be issued by companies that are licensed or approved to do business in the State of California and hold a current policyholder's alphabetic and financial-size category rating of not less than A-VI, in accordance with A.M. Best.

USBP shall include the contract number on all insurance-related correspondence; i.e., the insurance certificate itself. USBP agrees to keep the following insurance requirements in force for the duration of the contract:

7.1 COVERAGE REQUIRED - ALL CONTRACTS

A Liability

1. Commercial General Liability. At all times during this contract, USBP agrees to maintain Commercial General Liability Insurance for bodily injury and property damage in an occurrence form and with insurance companies acceptable to SD&AE. Commercial General Liability Insurance must include coverage for the following:

   - Premises/Operations Liability
   - Products/Completed Operations Liability (for up to a 10-year statute)
   - No Explosion, Collapse, and Underground (XCU) exclusion
   - Contractual Liability, with respect to this Agreement
   - Personal Injury Liability
   - Broad Form Property Damage
   - Independent USBPs

   All such policies shall name in the endorsement San Diego Metropolitan Transit System (MTS), San Diego Trolley, Inc. (SDTI), San Diego and Arizona Eastern Railway (SD&AE), and San Diego and Imperial Valley Railroad (SD&IV), their directors, officers, agents, and employees as additional insureds as their interests may appear.

2. Automobile Liability. At all times during this contract, USBP agrees to maintain Automobile Liability Insurance (commercial auto coverage on a symbol 1 basis) for bodily injury and property damage including coverage for all owned, nonowned, and hired vehicles.

3. Workers' Compensation/Employer Liability. At all times during this contract, USBP agrees to maintain Workers' Compensation and Employers' Liability Insurance in compliance with the applicable statutory requirements. USBP waives any rights of subrogation against MTS, SDTI, SD&AE, and SD&IV, and the policy form must permit and accept such waiver.

7.2 ADDITIONAL COVERAGES REQUIRED (AS INDICATED)

A. Railroad Protective or Equivalent
REQUIRED
Any exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, track, roadbed, tunnel, underpass, or crossing must be deleted. Option: purchase separate Railroad Protective Liability Policy as required.

B. Primary and Non-Contributory Insurance
REQUIRED
USBP agrees that all general liability coverages required under this insurance section are PRIMARY and that any insurance of MTS, SDTI, SD&AE, and SD&IV shall be excess and noncontributory (endorsement required).

7.3 MINIMUM POLICY LIMITS REQUIRED

Combined Single Limit (CSL)	$	1,000,000
Commercial General Liability (Per Occurrence)	$	1,000,000
Automobile Liability	$	1,000,000
Workers' Compensation Employer's Liability	$	1,000,000

Additional Coverages (as indicated under Section 7.2A, Additional Coverages Required):

Railroad Protective	$	1,000,000

7.4 POLICY PROVISION REQUIRED

All policies and coverages shall contain a provision for 30 days' written notice by the Insurer(s) to SD&AE of any cancellation or material reduction of coverage. A ten-day notice is required for nonpayment of premium.

7.5 EVIDENCE REQUIRED

Prior to signing this Agreement, USBP shall have provided SD&AE with satisfactory certification by a qualified representative of the Insurer(s) that USBP's insurance complies with all provisions in this insurance section. **In the alternative, satisfactory evidence of self-insurance may be provided by USBP and approved at the sole discretion of SD&AE.**

7.6 SPECIAL PROVISIONS

The foregoing requirements as to the types and limits of insurance coverage to be maintained by USBP, and any approval of said insurance by MTS, SDTI, SD&AE, and SD&IV, or their insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by USBP pursuant to this Agreement, including, but not limited to the provisions concerning indemnification.

SD&AE reserves the right to terminate this Agreement in the event of material noncompliance with the insurance requirements outlined above.

8. Termination of Agreement

SD&AE shall have the right to terminate this Agreement as follows:

A. Failure by USBP to safely operate and/or maintain Hy-rail or other rail-mounted vehicles by the rules, regulations, requirements, and stipulations of this Agreement;

B. Any other material violation of the terms of this Agreement by USBP; or

C. 60 days' written notice of termination issued by SD&AE for any reason whatsoever.

9. Assignment

This Agreement shall not be assigned by the USBP without the prior written consent of SD&AE.

10. Miscellaneous

A. This Agreement constitutes the entire understanding and agreement by and between the parties, hereto relative to the subject matter set forth herein. No prior negotiations, statements, warranties, representations, or agreements, whether oral or written, not specifically set forth or incorporated herein shall be permitted to alter, vary, or add to the written terms of this Agreement, nor shall the same be binding upon any party hereto unless first reduced to writing and signed by the party or parties sought to be charged therewith. No written waiver shall effect any other term or condition hereof other than one specified therein and then only for the time and the manner specifically stated.

B. The right of either party to require strict performance and observance of any obligation hereunder will not be affected in any way by any previous waiver, forbearance, or course of dealing. Exercise by either party of its right to terminate hereunder will in no way affect or impair its right to bring suit for any default or breach of this Agreement.

C. Any supplement, modification, or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties.

D. Section 6 of this Agreement shall survive any termination of the Agreement.

E. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable by a court having jurisdiction over the interpretation and enforceability of the terms of this Agreement, the same shall not affect, in any respect whatsoever, the validity or enforceability of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate this 3RD day of April 2007.

SD&AE RAILWAY COMPANY

By: _____

Title: President

UNITED STATES BORDER PATROL

By: _____

Title: DCPA

SAN DIEGO AND IMPERIAL VALLEY RAILROAD, INC.

By: _____

Title: General Manager

CARRIZO GORGE RAILWAY, INC.

By: _____

Title: CEO

METROPOLITAN TRANSIT SYSTEM

By: _____

Title: Chief Executive Officer

APPROVED AS TO FORM

By: _____
MTS Office of General Counsel
SD&AE Railway Company of Counsel

JGarde/
OCT24-06.9.AttA.BORDERPATROLAGMT.TLORENZEN

Attachments: Exhibit A
Exhibit B

EXHIBIT A

CZRY Student Study Guide for Hyrail Equipment

Part 1 – Applies to all positions.

Part 2 – Applies to all positions except switchmen.

Part 3 – Applies to all positions except switchmen & motorcar operators.

Part 4 – Applies to all positions except motorcar operators.

Part 5 – Applies only to Engineers and Conductors.

Part 6 – Applies only to Engineers.

16. In using railroad radio, when the transmitting employee uses the word "Over", what will it indicate? [2.4]

17. Who is required to make an inspection of passing trains for defects such as overheated journals, brakes sticking, wheel sliding, etc.? [6.29.1]

18. If in doubt as to the meaning of any rule or instruction, employees must apply to whom for an explanation? [1.3.1]

19. A _____ signal signifies that workmen are on; under, or between rolling equipment and that the equipment must not be coupled to or moved. [5.13]

20. Is quarrelsome or discourteous conduct permitted by employees in their dealings with one another? [1.6]

21. If an unsafe condition such as hot journals, sticking brakes, sliding wheels, dragging equipment is observed on a passing train, employees observing these conditions must notify a member of the crew of that train. (T/F) [6.29.1]

22. Any emergency radio call will be preceded by the word _____ repeated 3 times. [2.10]

23. To indicate to the receiving employee that transmission is ended and a response is expected, the transmitting employee must say the word _____. [2.4]

24. In the above question, if NO response is expected, the transmitting employee must state his identification followed by the word _____. [1.5]

34. When train movement is to be restricted by track bulletin, track warrant or general order due to track conditions, structures, personnel or equipment, where will the yellow flag be placed with reference to restrictions? [5.4.2]

35. When a series of locations requiring reduced speeds are so closely spaced that the green flags will overlap the yellow flags, how will the green flags be placed? [5.4.5]

36. If a signal is improperly displayed, or a signal, flag, or sign is absent from the place it is usually shown, how should it be regarded? [5.15]

37. A Main Track is a track extending through yards and between stations that: [Glossary]

38. "An engine or more than one engine coupled, with or without cars, displaying a marker" is the definition of: [Glossary]

39. "A system of tracks, within defined limits provided for the making up of trains, storing of cars and other purposes," is the definition of: [Glossary]

40. On the CGRY, a train finding an unattended fusee burning on or near its track must stop before passing the fusee and: [5.6]

41. On the CGRY, a yellow flag will be displayed ½ mile from point of each location where train movement is to be restricted due to track conditions, structures, men or equipment. Restrictions must be complied with until:

42. If a train encounters a yellow flag and no restriction is specified in the Track Warrant, what is the maximum speed for such train 1 mile from the flag? [5.4.2,

43. Can a speeder operate between the Stone Store and the Mill (truck museum) without a track warrant?

CARRIZO RAILWAY, INC

2295 Fletcher Parkway, Suite 101, El Cajon, Ca 92020
Phone: (619) 930-1943 Fax: (619) 561-4367

9620.

CZRY Instructors Guide for Hyrail Equipment

References:

CZRY Study Guide
- Part 1 1-24
- Part 2 ..... 2..... 25-47

General Code of Operating Rules (GCOR)
- Chapters 1-8
- Chapters 14-15
- Glossary ..... GL 1-GL 5
- Index ..... IN 1-IN 16

Maintenance of Way Rules
- Chapters 42
- Glossary ..... GL 1-GL 12
- Index ..... IN 1-IN 12

Safety Rules
- Chapters 70-74
- Chapters 76
- Chapters 80-82
- Chapter 90
- Glossary ..... GL 1-GL 2
- Index ..... IN 1-IN18

Hy-Rail Safety, Operating and Troubleshooting Procedures Test Questions (1-67)

CZRY Timetable

Equipment Operators Manual

Bulletins

General Orders

Track Warrants

CZRY Instructors Guide for Hy-Rail Equipment

Discussion Topic		Remarks
Chapter#2	**Railroad Radio Rules**	
	Rules (GCOR)	
	2.1 Transmitting	
	2.2 Required Identification	
	2.3 Repetition	
	2.4 Ending Transmissions	
	2.5 Communication Redundancy	
	2.6 Communication Not Understood or Incomplete	
	2.10 Emergency Calls	
	2.14	
Chapter#2	**Standard Time**	
	Rules (GCOR)	
	3.1 Standard Clocks	
	3.2 Watch Requirement	
	3.3 Time Comparison	
Chapter#4	**Timetables**	
	Rules (GCOR)	
	4.1 New Timetable	
	4.1.1 Notice of New Timetable	

CZRY Instructors Guide for Hy-Rail Equipment

Discussion Topic	Remarks
Chapters 5 Signals and Their Use5.0 Signals and Their Use	
Rules (GCOR)	
5.2.1 Looking for Signals	
5.2.2 Signals Used by Employees	
5.4 Flags for Temporary Track Conditions	
5.4.1 Temporary Restrictions	
5.4.2 Display of Yellow Flag	
5.4.3 Display of Yellow-Red Flag	
5.4.4 Authorized Protection by Yellow or Yellow-Red Flag	
5.4.5 Display of Green Flag	
5.4.6 Display of Flags Within Current of Traffic5-5	
5.4.7 Display of Red Flag or Red Light	
5.4.8 Flag Location	
5.6 Unattended Fusee	
5.7 Torpedoes	
5.13 Blue Signal Protection of Workmen	
5.13.1 Utility Employees	
5.13 A	
5.15 Improperly Displayed Signals	

CZRY Instructors Guide for Hy-Rail Equipment

Discussion Topic	Remarks

Chapter #14 Rules Applicable Only Within Track Warrant Control (TWC) Limits

Rules (GCOR)

14.1 Authority to Enter TWC Limits

14.2 Designated Limits

14.3 Operating with Track Warrants

14.3.1 Leaving the Main Track

14.4 Occupying Same Track Warrant Limits

14.5 Protecting Men or Equipment

14.6 Movement Against the Current of Traffic

14.7 Reporting Clear of Limits

14.8 Track Warrant Requests

14.9 Copying Track Warrants

14.9.1 Duplicating Track Warrants

14.10 Track Warrant in Effect

14.11 Changing Track Warrants

14.12 Voiding Track Warrants

14.13 Mechanical Transmission of Track Warrants

CZRY Instructors Guide for Hy-Rail Equipment

Discussion Topic	Remarks
Chapter #42 Rules for On-Track Operation of Track Cars, Roadway Machines and Work Equipment	
Rules (MOW)	
42.2 Maximum Speed	
42.3 Main Track Authorization	
42.5 Use of Yard Limits	
42.6 Grade Crossings	
42.14 Hy-Rails	
42.15 Flag Protection	

CZRY Instructors Guide for Hy-Rail Equipment

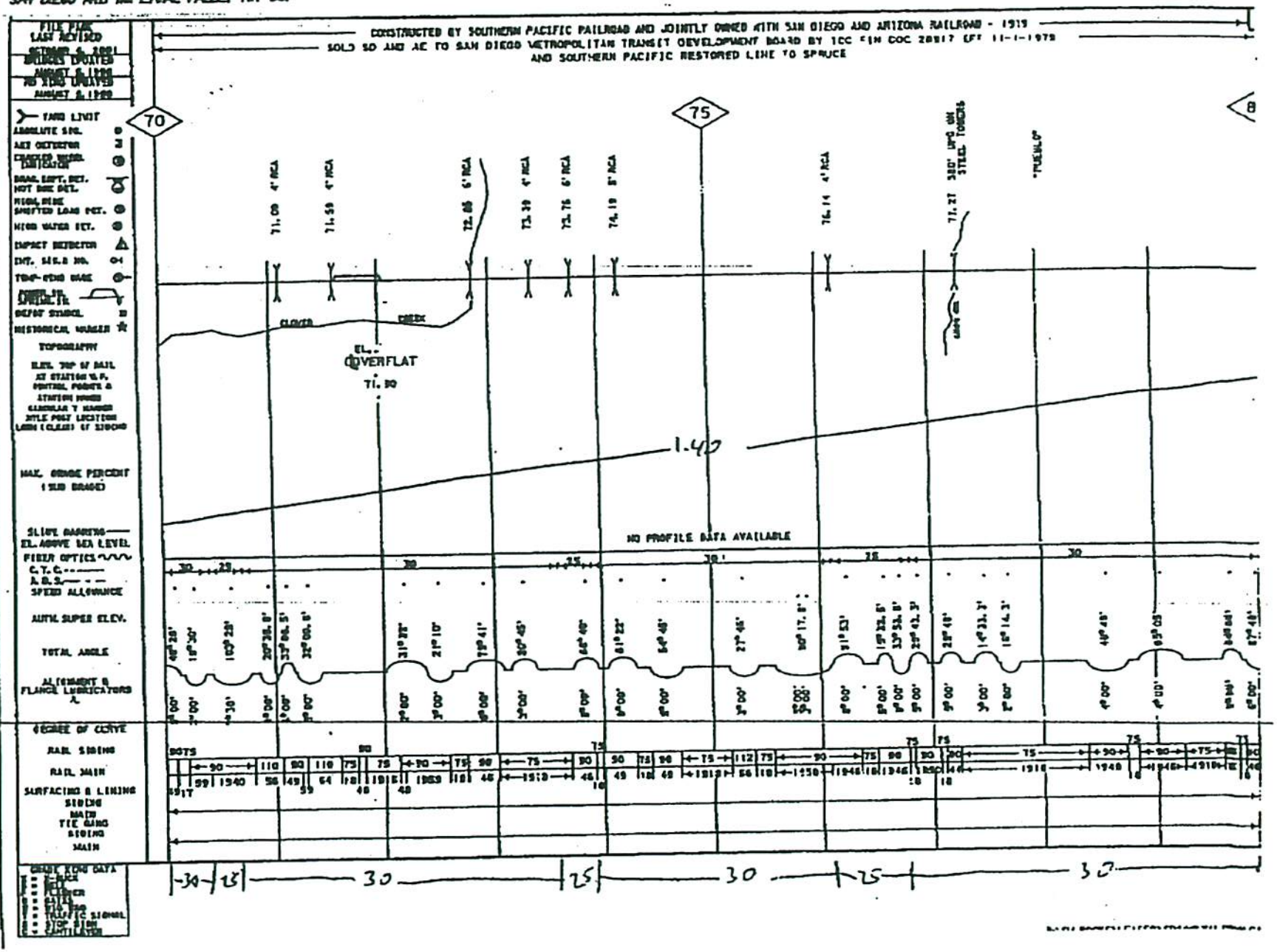
Discussion Topic	Remarks
Railroad Safety Rules	
Cardinal Safety Rules For Personal Hy-Rail Operation	
Chapter #74 Vehicles/Batteries	
Rules (Safety)	
74.2.1 Dot-Qualified Drivers	
74.5 Tools And Material	
74.6 Clearing Obstructions	
74.8 Seat Belts	
74.11 Back Up Moves	
74.12 Railroad Grade Crossing	
Chapter #76 Tools General	
Rules (Safety)	
76.1 Use Of Tools And Equipment	
76.5 Tool Placement	
Chapter #80 Walking / Working Surfaces	
Rules (Safety)	
80.1 Avoiding Slips, Trips And Falls	
80.5 Jumping	
80.6 Working At Night Or Low Light Level	

CZRY Instructors Guide for Hy-Rail Equipment

Discussion Topic	Remarks
Railroad Safety Rules	
Safety Rules For Personal Hy-Rail Operation	
Chapter #71 PERSONNAL PROTECTION EQUIPMENT	
CZRY Timetable	
Bulletins	
General Orders	
Track Warrants	

pd jmc

SAN DIEGO AND IMPERIAL VALLEY RR CO.



Agenda

Item No. 6C

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

July 10, 2012

SUBJECT:

TIERRA DEL SOL SOLAR PROJECT TRANSMISSION LINE

RECOMMENDATION:

That the Board of Directors receive a report and provide direction to staff.

Budget Impact

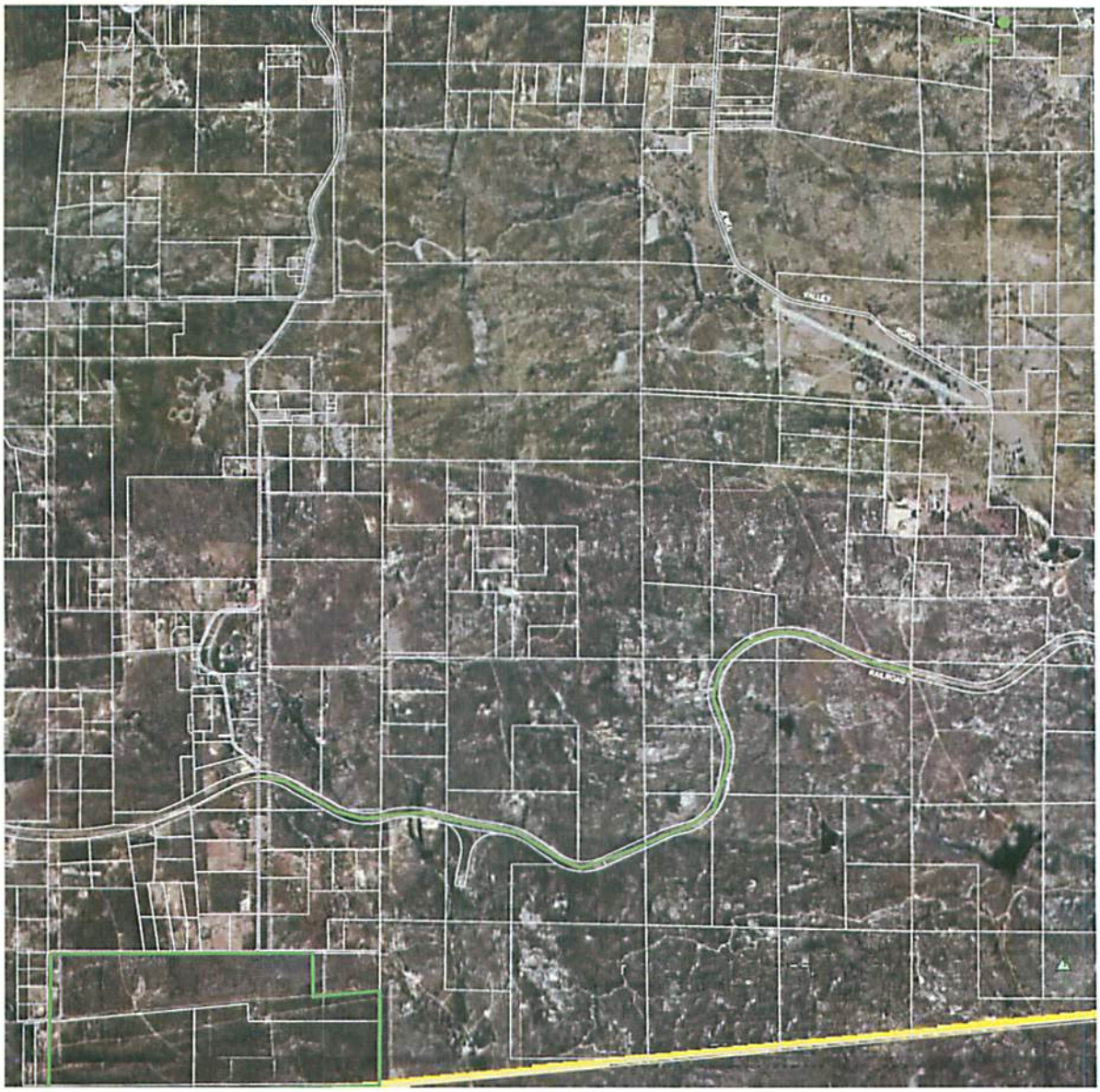
None.

DISCUSSION:

Soitec proposes to construct an energy-generation project southwest of HiPass on the Desert Line. The energy would be conducted to the San Diego Gas and Electric (SDG&E) power grid using a 138-kilovolt overhead power line. The proposal would include the use of SD&AE right-of-way from Tierra Del Sol to Jewel Valley Road stretching approximately 13,000 lineal feet (see Attachment A).

Staff requests that the Board consider this proposal in concept. If acceptable, staff will negotiate the license agreement and bring the package back to the Board for final approval.

Attachment: A. Plat Map



SCALE 1"=1000'

LEGEND

MTS ROUTE ALIGNMENT

PROJECT SITE

SOURCES: PARCEL CONFIGURATION - SANDIS 2012, AREA - ASSESSOR MAPS, IMAGE: GOOGLE EARTH 2012

TIERRA DEL SOL SOLAR ENERGY PROJECT

PROPERTY ACQUISITION MAP

JULY 2, 2012