

# ROCKY MOUNTAIN DIVISION of NARCOA, Inc.

<http://www.rockymountaindivision.com>

<http://www.narcoa.org>

Dear:.....

The Rocky Mountain Division (RMD) is an organization dedicated to the preservation and operation of railroad motorcars in the Rocky Mountain region. We would like to visit your railroad for one of our motorcar excursions. This letter and the attached booklet provide an overview of our organization and what we do.

The RMD is a regional affiliate of the North American Rail Car Operators Association (NARCOA). Our members collect and restore maintenance of way equipment, primarily motorcars. The RMD sponsors safe, controlled, and insured excursions for our members to operate their equipment on regional area railroads.

The RMD is committed to safe motorcar operation. To that end, operations at RMD excursions are governed by the NARCOA Rule Book. Our operators must pass a rule test and are licensed and trained for safe motorcar operations. All motorcars at our excursions must pass a rigorous mechanical inspection. RMD/NARCOA excursions are overseen by Certified Excursion Coordinators who have additional specialized training and who work closely with the host railroad. Finally, NARCOA sponsored runs carry \$10,000,000 in railroad liability insurance, with the host railroad added as additional insured.

The RMD has conducted successful excursions on a number of regional railroads. In fact, every railroad that has allowed us to operate on their property has invited us back! Comments have included how well we were organized, our attention to safety, and how efficiently the activity was conducted with little inconvenience to the railroad and their business. The following local railroads have hosted RMD/NARCOA excursions:

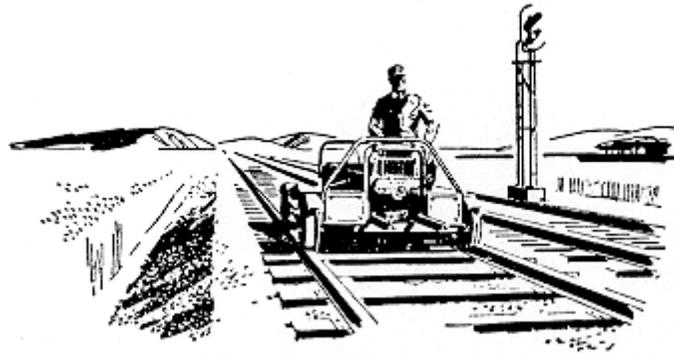
D&SNGRR (Durango & Silverton Narrow Gauge Railroad)  
BHCRR (Black Hills Central Railroad in Hill City, SD),  
SLRG ( San Louis and Rio Grande in Alamosa, CO ),  
LC&S (Leadville Colorado and Southern in Leadville, CO),  
DRGRHF (Denver and Rio Grande Historical Foundation, South Fork to Creede, CO),  
SLC (San Louis Central in Monte Vista, CO),  
SFS ( Santa Fe Southern in Santa Fe, NM),  
V&S (Victoria and Southern, owners of the Towner line east of Pueblo, CO),  
Denver and Rock Island ( Commerce City, Colorado).

We will gladly provide contact information should you wish to contact these railroads.

Attached you will find a booklet which describes our organization and excursions in greater detail. We would welcome the opportunity to discuss possible activity with your railroad, and look forward to working with you in the near future,

RMD of NARCOA.

Attachments:  
RMD BOOKLET



**ROCKY MOUNTAIN DIVISION**  
**of NARCOA, Inc.**

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# ROCKY MOUNTAIN DIVISION of NARCOA, Inc.

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This booklet has been prepared to give you a quick overview of our organization and what we do. We hope you find it useful and informative

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APPENDIX F- **“NARCOA General Release”** form. This is signed by *every* operator *and* passenger at *every* excursion.

It includes the following sections:

1. ASSUMPTION OF RISK
2. RULES COMPLIANCE
3. RELEASE FROM LIABILITY
4. COVENANT NOT TO SUE AFFILIATE/NARCOA/RR FOR DAMAGES
5. COVENANT NOT TO SUE EXCURSION COORDINATORS AND/OR THEIR ASSISTANTS AND/OR PARTICIPANTS FOR DAMAGES
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# ROCKY MOUNTAIN DIVISION of NARCOA, Inc.

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## WHAT ARE WE?

The Rocky Mountain Division(RMD) of NARCOA is an organization dedicated to the preservation and safe operation of railroad motorcars in the Rocky Mountain Region. We are incorporated as a non-profit in the state of Colorado and are an affiliate of the North American RailCar Operators Association of North America (NARCOA).

Our national governing organization, NARCOA , has been successfully sponsoring safe, insured motorcar excursions on North American railroads since 1988. All motorcar operators attending RMD/NARCOA sanctioned excursions are certified and trained for safe motorcar operations. RMD/NARCOA excursions are overseen by Certified Excursion Coordinators who all have additional specialized training and who work closely as our direct with the host railroad. RMD/NARCOA sponsored excursions carry \$10,000,000 in railroad liability insurance, with the host railroad listed as an additional insured at no cost to the railroad.

The RMD was formed for the principle purpose of organizing and running these excursions for our members. The RMD normally operates about a dozen excursions each year with anywhere from six to thirty motorcars taking part. The Rocky Mountain Division has conducted many safe and successful excursions on a number of regional railroads. We would like to work with your railroad to plan and conduct a safe and mutually beneficial excursion on your rail properties.

## HOW DO OUR EXCURSIONS WORK?

**1) OUR OPERATORS ARE TRAINED AND INSURED-** *Only operators holding current Rules Examination Cards and that are currently insured through the NARCOA Insurance Program are allowed to participate in RMD/NARCOA excursions.* The NARCOA Insurance Program provides \$10,000,000 of general liability coverage for our excursions at all sanctioned meets on the date(s) and at the location(s) prescribed and approved on the "Certificate of Permission". The host railroad is added as an additional insured, as related to the specific activities of the motorcar excursion on the date(s) specified on the "Certificate of Permission". There is no cost to the railroad for this insurance coverage.

The Description of Insurance Coverage is attached as **APPENDIX-A**. The insurance application that our operators must fill out with its conditions is attached for reference as **APPENDIX B**.

**2) WE OBTAIN WRITTEN PERMISSION FROM RAILROAD-** The Excursion Coordinator will consult with railroad management to seek permission for our excursion and to select a date and a location for it to take place. The Excursion

Coordinator will then prepare a “Certificate of Permission” [see **APPENDIX C for example**] specifying the date(s) and location(s) of the excursion. The “Certificate of Permission” must be signed by the authorizing railroad official and he/she retains a copy of the form.

**3) WE ADD RAILROAD AS ADDITIONAL INSURED-** The Excursion Coordinator forwards the original and remaining copy of the “Certificate of Permission” to the regional representative of the NARCOA Insurance Program. A “Certificate of Insurance” is then issued naming the Railroad as additional insured for the specific excursion(s) on the date(s) specified on the “Certificate of Permission”. [See **APPENDIX D for example**]

The original “Certificate of Insurance” is sent to the Certificate Holder (the named host railroad) for their files. Copies of the “Certificate of Insurance” are forwarded to NARCOA’s Insurance Agency and the NARCOA Insurance Program Administrator.

**4) OUR OPERATORS AND PASSENGERS MUST SIGN LIABILITY RELEASES-** Every year, each operator must sign the “NARCOA Agreement” which is included as **APPENDIX E** for reference. Every operator and passenger on each excursion must sign a “NARCOA and AFFILIATE General Release” of liability, that includes a release for the host railroad, prior to each excursion. This is attached as **APPENDIX F**.

**5) WE INSPECT EQUIPMENT FOR SAFETY-** All motorcars are checked for potential safety defects prior to each excursion. This check includes such items as brakes, wheels, and broken glass; as well as a check for required equipment such as proper tow hitches and tow bar, fire extinguisher, first aid kit, and two red or orange flags. A sample inspection form is attached as **APPENDIX G**.

**6) WE OPERATE UNDER RULES-** NARCOA has established a book of rules that has been adopted by the RMD for use on our excursions. Operator compliance is expected and sanctions are imposed for non-compliance as necessary. Each operator must pass a rule book examination and have their “Certification of Examination” in his/her possession at all times while operating a motorcar in a RMD excursion. The current Rule Book is attached as **APPENDIX H**.

**7) CONTROL AND COMMUNICATIONS-** All motorcar movements on the rail are at the direction of the NARCOA Certified Excursion Coordinator, in accordance with the guidelines established between the Excursion Coordinator and the host railroad. All motorcars operate together as a group. We have radio contact between the front and rear motorcars in the excursion, as well as with several others within the group, using an assigned frequency (**151.625 MHz**) that does not interfere with railroad communications. We have the capability, if needed or desired by the host railroad for operational purposes, to communicate by radio with the host railroad (if they are using one of the standard AAR radio frequencies).

**8) SCHEDULING EXCURSIONS-** The Excursion Coordinator will select preferred dates for trips that fit into the RMD’s annual excursion calendar and which will

hopefully not conflict with excursions planned by other motorcar groups in the region or with the normal operations of the host railroad. Dates, times, and locations of rides are adjusted as necessary during consultations with appropriate railroad officials to accommodate the concerns and operational schedules of the host railroad.

We attempt to avoid last minute changes of dates and/or locations as this could create problems with the insurance paperwork which clearly specifies the date(s) of the excursion and the location where the excursion will be held. It is also difficult to contact our wide spread membership on short notice and many of them may have already scheduled vacations and made travel plans and motel reservations. Our members are notified of the excursion, and the insurance paperwork is generally completed, several weeks before the date of the excursion to allow our members to make plans for the trip and to ensure that all of the appropriate forms have been completed and reached their respective destinations well in advance of the excursion.

## **ROCKY MOUNTAIN DIVISION BACKGROUND**

**1) HISTORY-** In the late 70's and early 80's railroads began to divest themselves of motorcars as Hi-Rails took their place on most railroads. Some of these pieces of railroad history were donated to local communities, some were sold at auction, and some were simply scrapped. Railroad enthusiasts began to acquire these items in order to preserve them and with the idea of operating them once again as a hobby. NARCOA was formed in the early 80's by people who wanted to run their cars in a legitimate and safe way. In 1988 NARCOA was incorporated as a non-profit organization in the State of Delaware and established its first rules of operation and an insurance program. Under the continued direction of the Board of Directors, NARCOA has set up, procedures, safety rules, operator training, codes of conduct, and judicial committees to govern the safe and legal operation of the equipment. Most of the procedures were developed from existing railroad rules for motor car operation, and additional rules or amendments are added as needed to make the hobby even safer for all.

As membership has grown, a number of Regional Affiliates have been created within NARCOA. With the rich railroad history of the Rocky Mountain region, and the spectacular scenery, the RMD was formed. We became an affiliate of NARCOA and use their rules guidelines and insurance on our excursions.

**2) OUR MEMBERS-**The RMD is comprised of about 65 members from Colorado, California, New Mexico, Kansas, Iowa, Nevada, Illinois, Nebraska, South Dakota and Texas. NARCOA has over 1,000 members living throughout the United States, Canada, and Australia; with about one half of those being active motorcar owner/operators,

The members of the RMD and NARCOA come from a variety of occupations and backgrounds, as do the members of any special interest organization. We have law enforcement personnel, firefighters, medical doctors, nurses, paramedics, railroad employees, aircraft workers, college professors, farmers, and many other people from a variety of occupations that are active in our hobby. Some are retired and are enjoying their leisure years.

Our members have a long time interest in railroad history, and enjoy vacations and recreation that allows them to see places that can only be seen on the rails. We take pride in our safety, the restoration of our motorcars, and the railroads we ride on. We enjoy the publicity that can come with our runs, and talk to anyone that likes wants to know who we are and look at our cars. Many enter their cars in parades around their home towns. Colorado is a railroad state, and many people tell us about how they remember their fathers and grandfathers working on the railroad, or how they grew up watching the trains and MOW cars go through their town.

Several of our members provide volunteer labor for some of the railroads we sponsor NARCOA excursions with, going on the line, performing track repair, clearing of covered/filled in road crossings, and vegetation control using their own tools and equipment. On these lines that don't get used much, their presence can help to show traffic on the line, and they watch for and prevent encroachments on the railroad right of way. With this work it can make it a little easier for the railroads to re activate the line if it becomes necessary. For this assistance volunteers usually swap labor for usage of the line, still with railroad permission and safety rules and guidelines in place.

**3) WHERE RMD HAS BEEN-**The RMD has organized excursions on the following railroads:

- Black Hills Central Railroad in Hill City, SD
- San Louis and Rio Grande in Alamosa, CO
- Leadville Colorado and Southern in Leadville, CO
- Denver and Rio Grande Historical Foundation, South Fork to Creede, CO
- San Louis Central in Monte Vista, CO
- Santa Fe Southern in Santa Fe, NM
- Victoria and Southern, Towner line east of Pueblo, CO
- Denver and Rock Island, Commerce City, CO

We will gladly provide contact information should you wish to contact these railroads.

**NORTH AMERICAN RAILCAR OPERATORS ASSOCIATION  
RAILROAD MOTORCAR INSURANCE PROGRAM**

APPENDIX A

1047 Terrace View Drive  
Alberton, MT 59820-9413  
(406) 722-3012

**DESCRIPTION OF INSURANCE COVERAGE**

2/1/08-2/1/09

This program was designed exclusively for the membership of **NARCOA** by Empire Insurance Services, LLC and is effected with Darwin Professional Underwriters Inc and Darwin Select Insurance Company (DSI). DSI has committed to a one year contract beginning February 1, 2008 and running to February 1, 2009. Participating members will be fully protected for the coverage described below.

Renewal of the program is predicated upon the business-like and prudent conduct of the participants. The nature of the hobby- which involves the ever more complicated use of *privately* owned (as opposed to *publicly* owned) facilities- necessitates special precautions. Acknowledging this, Empire and DSI are pleased to offer this exclusive program to you, and to protecting this great hobby. Any questions should be directed to **NARCOA** at (406) 722-3012, or to the **NARCOA** Area Insurance Representatives listed below. Please note the states/provinces that they represent:

**Hank Brown**, 622 Oak Street, Cottage Grove, WI 53527 Phone: (608) 839-4939

Illinois, Indiana, Iowa, Kentucky, Manitoba, Michigan, Minnesota, Ohio, Ontario, and Wisconsin.

**Jim McKeel**, 9742 Yosemite Court, Wichita, KS 67215 Phone: (316) 721-4378

Arkansas, Kansas, Louisiana, Missouri, Nebraska, Oklahoma, and Texas.

**Tom Norman**, 1047 Terrace View Drive, Alberton, MT 59820 Phone: (406) 722-3012

Alaska, Alberta, British Columbia, Idaho, Montana, North Dakota, Oregon, Saskatchewan, South Dakota, Washington, and Wyoming.

**Doug Stivers**, 1544 Fuchsia Drive, San Jose, CA 95125 Phone: (408) 269-5547

Arizona, California, Colorado, Hawaii, Nevada, New Mexico, and Utah.

**Tom Falcon**, 1227 Sawmill Creek Rd, Bryson City, NC 28713 Phone: (828) 488-8063

Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina, and Tennessee.

**Dick Wilhelm**, PO Box 209, Bearsville, NY 12409 Phone: (845) 679-2870

Connecticut, Delaware, Maine, Maryland, Massachusetts, Newfoundland, New Brunswick, New Hampshire, New Jersey, New York, Nova Scotia, Pennsylvania, Prince Edward Island, Rhode Island, Vermont, Virginia, and West Virginia.

**EFFECTIVE DATES**

February 1, 2008 to February 1, 2009.

**BASIC POLICY COVERAGE**

A. \$10,000,000 Railroad Liability (each occurrence limit), including products-completed operations coverage and personal injury and advertising injury liability, for insurance program participants at all association activities and insured **NARCOA** railroad motorcar excursions. A per occurrence self insured retention of \$2,500 applies. \$20,000,000 general aggregate limit (other than products-completed operations).\*

B. \$1,000,000 Railroad Liability (each occurrence limit), including products-completed operations coverage and personal injury and advertising injury liability, for insurance program participants. \$2,000,000 general aggregate limit (other than products-completed operations). A per occurrence self insured retention of \$2,500 applies. This applies to all legal motorcar operation.\*

**PLEASE NOTE:** The \$2,500 self insured retention is the responsibility of the at fault operator.

\* This is a claims-made form. It provides coverage for an injury or loss if the claim is first reported or filed during the policy period. Coverage includes hy-rail equipment while actually supported and operating on the rail.

**COVERAGE TERRITORY**

The United States of America (including its territories and possessions), Puerto Rico and Canada.

## **WHO IS ELIGIBLE FOR THE PROGRAM?**

Any current **NARCOA** member 18 years of age or older who maintains his/her membership in good standing through the policy year, provides evidence of a valid motor vehicle drivers license, and has a current **NARCOA** Certificate of Examination Card.

## **WHO IS AN INSURED?**

A. Any **NARCOA** member that participates in the **NARCOA** insurance program is added to the policy as an additional insured, including the member's spouse and family members, but only with respect to:

- a. their liability for **NARCOA** activities or activities they perform on **NARCOA**'s behalf; or
- b. their liability arising out of and at the premises of an event **NARCOA** sponsors.

## **POLICY PREMIUMS**

A. The annual premium per program participant for this policy period is \$150, **paid to Empire Insurance Services, LLC**. The program administrator will issue an Evidence-of-Insurance card annually to each participant.

B. **Insurance applications will only be accepted from December 15, 2007 through March 31, 2008. This limited enrollment period is due to Essex Insurance's requirement that the premium be paid in full by April 15th. No applications will be accepted after March 31, 2007.** After the March 31st deadline, **NARCOA** will attempt to get permission to accept applications from new members on a limited basis. Contact the **NARCOA** Insurance Administrator for details.

## **AGENT**

Empire Insurance Services, LLC of Lexington, Tennessee is the agent providing this program. Empire specializes in railroad insurance for short line railroads and railroad related companies.

## **INSURANCE COMPANY**

Insurance coverage is provided by Darwin Professional Underwriters, Inc and Darwin Select Insurance Company (DSI). DSI has a Best's rating of "A- (Excellent)". Information for the reporting of claims is available from **NARCOA**.

## **RESTRICTIONS**

A. Insurance coverage A does not apply to non-sanctioned or non-**NARCOA** events.

B. Non-program participants will not be allowed to operate their motorcars in any **NARCOA**-approved insured event.

C. Insurance coverage does not apply to employment, sub-contract, or work for hire on the railroad.

D. Insurance coverage applies only to legal operation.

E. **NARCOA** defines who may operate a motorcar at an insured **NARCOA** excursion. Providing the *insured member is present and is not operating another motorcar at that event*, the following may operate:

1. The spouse of the insured member if the spouse possesses a valid motor vehicle drivers license, and a current **NARCOA** Certificate of Examination Card; or,
2. A dependent child of the household, 14 through 21 years of age, possessing a valid motor vehicle drivers license, and a current **NARCOA** Certificate of Examination Card. The child must be under the direct supervision of the insured member at all times. The insured member needs prior approval of the excursion coordinator and host railroad.

F. The insured member must be familiar with and adhere to the **NARCOA** rules as published in the most current **NARCOA** Rule Book (or equal or more restrictive rules as may be published by **NARCOA** Affiliates). The insured member must obtain a current **NARCOA** Certificate of Examination Card.

## **INSURANCE CONTRACT**

This is an ASSOCIATION POLICY. Individual insurance policies will not be issued to association members, however copies of the actual contract will be available from the **NARCOA** Insurance Program Administrator for a processing and handling fee of \$18.00.

*The information in this brochure supersedes any previous description of the nature of this insurance program.*

**APPENDIX B**

**NORTH AMERICAN RAILCAR OPERATORS ASSOCIATION**  
**RAILROAD MOTORCAR INSURANCE PROGRAM**  
**2008 Application (Renewal or New Member)**

Carefully complete this application to participate in the *NARCOA Railroad Motorcar Insurance Program*, paying attention to each step below:

1. This year's premium is \$150.00 for insurance coverage during the policy period. The policy period is February 1, 2008 to February 1, 2009 and cannot be prorated. Checks for insurance coverage are made payable to **Empire Insurance Services, LLC**.
2. **Insurance applications will only be accepted from December 15, 2007 through March 31, 2008. This limited enrollment period is due to the requirement that the premium be paid in full by April 15th. No applications will be accepted after March 31, 2008.** After the March 31st deadline, NARCOA will attempt to get permission to accept applications from new members on a limited basis. Contact the NARCOA Insurance Administrator for details.
3. The insurance program covers the association and its participating members. This requires each applicant to be a NARCOA member through the entire twelve-month policy period (February 1, 2008 to February 1, 2009). Thus each applicant must include a check payable to **NARCOA**, in the amount of \$30 for a new NARCOA membership, *or* to renew a current membership beyond January 31, 2009. The only exceptions to this requirement are for NARCOA members that have membership expiration dates of JF09 (January/February 2009) or later. Look on the mailing label of *The Setoff* for the expiration code. The first two letters represent the issue expiration, and the next two digits represent the year. For example JF09 is January/February 2009, MA09 is March/April 2009, MJ09 is May/June 2009, etc. Members with expiration dates of JF09 or later do not need to enclose the \$30 check to NARCOA.
4. Be sure to complete the enclosed **NARCOA Agreement**. Read it carefully, date and sign on the reverse, and return with your application. No insurance will be issued unless the NARCOA Agreement is completed and returned with your application!

(OVER)

-----DETACH-----

**APPLICATION FOR NARCOA RAILROAD MOTORCAR INSURANCE PROGRAM**

**PLEASE PRINT**

**Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State/Province:** \_\_\_\_\_ **Zip/Postal Code:** \_\_\_\_\_

**Phone:** Home (\_\_\_\_) \_\_\_\_\_ Work (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_ (Must be 18 years of age, or older).

**A valid current motor vehicle drivers license is required. Please provide the following:**

**License Number:** \_\_\_\_\_ **State/Province:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

**NARCOA Certificate of Examination Card Number:** \_\_\_\_\_ See step #5 (over)

**If a claim is made against this policy and I am found at fault, I agree to pay the self insured retention of \$2,500. Signature:** \_\_\_\_\_

**Can we publish your name, address, email, and phone number in the NARCOA Roster?** YES \_\_\_\_\_ NO \_\_\_\_\_

**Would you prefer to receive *The Setoff* by email instead of a paper copy?** YES \_\_\_\_\_ NO \_\_\_\_\_

Return this form, *NARCOA Agreement*, and your payments to: **Tom Norman, NARCOA Insurance Program Administrator**  
1047 Terrace View Drive  
Alberton, MT 59820-9413

5. **NARCOA Certificate of Examination Cards** show an expiration date of April 30, 2008. The **NARCOA** Board has extended the expiration date to 1/31/09. Please change your card to 1/31/09. If you are a new member or have an expired card (current cards are numbered 4000 and higher), you will need a new **NARCOA Certificate of Examination Card**. To obtain a card you must pass a **NARCOA Rule Book** test before you can operate at a **NARCOA Approved Insured Event**. To request a test send a stamped, self addressed business size envelope to: **Al McCracken, 2916 Taper Avenue, Santa Clara, CA 95051**. New members will receive the **NARCOA Rule Book** upon processing of their membership application, and then may request the test.

6. Hy-rail vehicles can operate at **NARCOA** insured motorcar excursions if the owner can provide evidence of primary automobile liability insurance for the hy-rail vehicle. If you intend on operating a hy-rail vehicle at a **NARCOA** insured motorcar excursion, please mark the appropriate box in the check list at the bottom of this page. The necessary paperwork will be sent to you.

7. When applying for insurance, send your **NARCOA** dues with your application. Do not send it to Joel Williams, the **NARCOA** Secretary, as that will delay the processing of your insurance application. Send your dues with the insurance application.

8. Please complete the check list at the bottom of this page.

**NARCOA** has regional representatives for members to contact about insuring excursions and for other insurance information. Please note the states and provinces that they represent:

**Hank Brown**, 622 Oak Street, Cottage Grove, WI 53527 Phone: (608) 839-4939

Illinois, Indiana, Iowa, Kentucky, Manitoba, Michigan, Minnesota, Ohio, Ontario, and Wisconsin.

**Jim McKeel**, 9742 Yosemite Court, Wichita, KS 67215 Phone: (316) 721-4378

Arkansas, Kansas, Louisiana, Missouri, Nebraska, Oklahoma, and Texas.

**Tom Norman**, 1047 Terrace View Drive, Alberton, MT 59820 Phone: (406) 722-3012

Alaska, Alberta, British Columbia, Idaho, Montana, North Dakota, Oregon, Saskatchewan, South Dakota, Washington, and Wyoming.

**Doug Stivers**, 1544 Fuchsia Drive, San Jose, CA 95125 Phone: (408) 269-5547

Arizona, California, Colorado, Hawaii, Nevada, New Mexico, and Utah.

**Tom Falcon**, 1227 Sawmill Creek Rd, Bryson City, NC 28713 Phone: (828) 488-8063

Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina, and Tennessee.

**Dick Wilhelm**, PO Box 209, Bearsville, NY 12409 Phone: (845) 679-2870

Connecticut, Delaware, Maine, Maryland, Massachusetts, Newfoundland, New Brunswick, New Hampshire, New Jersey, New York, Nova Scotia, Pennsylvania, Prince Edward Island, Rhode Island, Vermont, Virginia, and West Virginia.

-----DETACH-----

**Check List:**

- Did you include payment for insurance coverage for the period February 1, 2008 to February 1, 2009 of \$150.00? Make check payable to: **Empire Insurance Services, LLC**.
- Did you include payment for a new **NARCOA** membership, or one year membership extension (required) for \$30.00? You must be a **NARCOA** member during the entire twelve month policy period. Make check payable to: **NARCOA**.
- Did you sign and return the **NARCOA Agreement**?
- Do you have a current **NARCOA Certificate of Examination Card**? See step #5.
- I intend on operating a hy-rail vehicle (car or truck specially equipped for on rail operation) at a **NARCOA** insured motorcar excursion. Please provide me with the necessary paperwork to allow hy-rail operation.

NORTH AMERICAN RAILCAR OPERATORS ASSOCIATION  
RAILROAD MOTORCAR INSURANCE PROGRAM  
1047 Terrace View Drive  
Alberton, MT 59820-9413  
(406) 722-3012

2636

The Railroad Indicated Below Issues this

**CERTIFICATE OF PERMISSION**

To Operate Motorcars On Its Property On the Specified Dates.

X **Railroad Name:** ANYTOWN RAILROAD Co. **SAMPLE**

X **Address:** 12 RAILROAD AVE

X **City:** ANYTOWN **State:** CO **Zip:** 00000

X **Railroad Contact Person:** Joe Gandy

X **Title:** Roadmaster

X **Telephone Number:** (999) 555-5555 **FAX:** (999) 555-6666

**Date(s) of Event:** April 5, 2008 to April 9, 2008  
Include dates prior to and following the event needed for loading/unloading motorcars.

**Start Point:** Anytown Depot **End Point:** Nowhere gulch

**Name of NARCOA Affiliate Sponsoring Event:** ROCKY MOUNTAIN DIVISION

**Certified Excursion Coordinator(s) Organizing Event:** TERRY G GEIGER

**Telephone Number(s):** (719) 564 2546 **FAX:** (719) 549 2462  
719 821 6259

The completed Certificate of Permission must be submitted to the appropriate regional NARCOA insurance representative, well before the motorcar event at which insurance coverage is required. The permission granted herein is conditional, and is granted subject to issuance of a Certificate of Insurance covering the event. Such insurance coverage will be in effect *only* for the dates indicated on this Certificate of Permission.

The NARCOA program provides insurance for exclusive use by motorcar operators who are participants in good standing in the program. Insurance regulations strictly prohibit any motorcar operation in *any* NARCOA event by *any* operator who does *not* carry insurance provided through the NARCOA program. *Such non-NARCOA participation invalidates the insurance coverage.* Exception: Employees of the railroad acting in their official capacity on behalf of the event.

X **Signature of Railroad Official:** Joe Gandy **SAMPLE**

Please return this Certificate to the following Regional NARCOA insurance representative:

**Name:** Doug Stivers

**Address:** 1544 Fuchsia Drive

**City:** San Jose **State:** CA **Zip:** 95125-4833

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		034 DATE (MM/DD/YYYY) 12/28/06
<b>PRODUCER</b> Empire Insurance Services, LLC 52 South Main Street, Suite A Lexington TN 38351 Phone: 800318-7868 Fax: 800318-7151	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
<b>INSURED</b> North American Railcar Operators Association ASSOCIATION Tom Norman 1047 Terrace View Drive Alberton MT 59820	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: <b>Essex Insurance Company</b> INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>     

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	ADDP	LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	RRGL1044-1	02/01/08	02/01/09	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 Fire Damag 50,000
			AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (person) \$ PROPERTY INJURY (incident) \$ EARTHQUAKE DAMAGE (incident) \$ ONLY - EA ACCIDENT \$ MORE THAN ONLY EA ACC \$ ONLY \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				ONLY - EA ACCIDENT \$ MORE THAN ONLY EA ACC \$ ONLY \$
			EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/KEY OFFICER/MEMBER EXCLUDED If yes, describe under SPECIAL PROVISIONS below				E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
			OTHER				

SAMPLE

**DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 The following certificate holder is an Additional Insured but only with respect to Liability arising out of the operation of the Named Insured.

Reference certificate of permission number:

<b>CERTIFICATE HOLDER</b> Anytown Railroad Co. 12 Railroad Ave. Anytown, CO 00000 Dates: April 5-9, 2008	<b>CANCELLATION</b> SHOW IF ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE:
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# NARCOA AGREEMENT

APPENDIX E

The undersigned, in consideration of North American Railcar Operators Association (NARCOA) (including its officers, directors, affiliates, committee members, volunteers, agents, servants, employees and lessors), and the railroads with which NARCOA contracts or arranges for the use of track for excursions (RRs) (including their officers, agents, servants, employees and lessors), hereinafter collectively and individually referred to as “NARCOA/RRs”, allowing or assisting the undersigned to utilize the tracks and facilities of railroads and participate in the motorcar excursions and related activities of NARCOA/RRs, agrees that:

**1. ASSUMPTION OF RISK:** I know and understand the scope, nature, and extent of the risks associated with motorcar excursions, including (1) those attendant to the operation of motorcars generally and specifically the operation of motorcars on track which may not be maintained to any particular level or standard; (2) related motorcar activities such as set-on and set-off procedures, and (3) in general, the risks and dangers of the working railroad environment in which the motorcar will be operated. I willingly and knowingly accept those risks, which I understand could result in destruction of my property and my injury or death.

**2. INFORMING GUESTS AND PASSENGERS:** I am responsible for informing and educating any volunteers, invitees, or guests whom I bring or invite onto railroad property, and all passengers in the motorcars I operate, about the nature and extent of the risks associated with motorcar excursions and determining that they understand them and willingly accept them. I shall inform and educate them, and confirm their acceptance of those risks by obtaining their signature(s) on the NARCOA General Release (or equivalent) at a time and place which allows them to decline and leave before being exposed to such risks.

**3. RULES COMPLIANCE:** I have read and understand the NARCOA Rule Book, understand the content and purpose for each of the rules, and agree to abide by them. I further agree to take responsibility for informing those persons I bring to the excursion of all the rules applicable to their conduct.

**4. ADHERENCE TO TRACK AUTHORITY:** As a condition of maintaining NARCOA operating privileges, I will strictly adhere to the requirement that operation on any railroad whether or not as part of a NARCOA excursion is permissible only with proper track authority, and that acquiring and verifying such proper track authority is my responsibility. I understand that to use a railroad without proper track authority, regardless of the circumstances surrounding such use, and regardless of civil and criminal actions taken or not taken against me for such use, may result in the loss of my NARCOA operating privileges for a period of at least one year.

**5. MECHANICALLY SAFE MOTORCAR:** I will operate only a mechanically safe motorcar, and any motorcar brought by me to an excursion covered by this Agreement for operation in that excursion will be a mechanically safe motorcar. I also agree that the responsibility for the motorcar’s safe mechanical condition rests solely with me regardless of any inspections or absence thereof by NARCOA/RRs.

**6. RELEASE FROM LIABILITY:** I release NARCOA/RRs from any liability for any claim, loss, damage, injury, or death, regardless of the cause, including the active or passive negligence of NARCOA/RRs, sustained by me or my property while participating in the excursions covered by this Agreement. I agree and understand that NARCOA/RRs accept no responsibility for my safety, nor for the acts or safety of other operators and guests during motorcar excursions. By entering into this Agreement I understand that I am surrendering legal rights which I may otherwise have against NARCOA/RRs.

**7. COVENANT NOT TO SUE NARCOA/RRs FOR DAMAGES:** I will not make any claim or bring any legal action or voluntarily assist in any legal action against NARCOA/RRs, nor permit anyone else to do so on my behalf, for any claim, loss, damage, or injury sustained by me or my property during excursions covered by this Agreement.

**8. COVENANT NOT TO SUE EXCURSION COORDINATORS AND/OR THEIR ASSISTANTS FOR DAMAGES:** I shall not make any claim or bring any legal action or voluntarily assist in any legal action against any other excursion participant for their actions or conduct (a) arising from their activities in managing or assisting with the managing of any excursion covered by this Agreement, or (b) as an official of NARCOA/RRs.

**9. INDEMNIFICATION AGAINST CLAIMS:** I will indemnify and hold harmless NARCOA/RRs, and persons covered by paragraph 8, from any liability including claims and any attorney’s fees, costs, losses, or actions which

may be presented or initiated by me or on my behalf in contravention of the covenants I have given in paragraphs 7 and 8.

**10. CONDITIONAL INDEMNIFICATION AGAINST OTHER CLAIMS:** I will indemnify and hold harmless NARCOA/RRs from any liability including claims and any attorney's fees and costs, losses, or actions which may be presented or initiated by (a) persons whom I bring or invite to NARCOA excursions and (b) passengers in a motorcar operated by me during any excursion covered by this Agreement, if such persons have not signed a NARCOA General Release (or equivalent) prior to the accident or incident giving rise to their claim.

**11. SURVIVAL OF OBLIGATIONS:** Any and all obligations assumed and promises made by me under this Agreement shall be binding on my heirs, and the executors and administrators of my estate. I further instruct my heirs, administrators, and executors to honor this Agreement and make no claim against NARCOA/RRs for any claim, loss, damage, or injury which this Agreement purports to cover and release.

**12. VALIDITY OF WAIVER:** If I institute any suit or action or make any claim for any loss or damages to my person or property for causes covered by this Agreement, the releases, waivers and promises I have given in this Agreement shall be enforceable against me.

**13. REPRESENTATION AND WARRANTIES:** I represent and warrant that I am taking no medication and/or have no physical condition which would impair my safe operation of a motorcar, and I agree not to operate a motorcar in any excursions covered by this Agreement if either my physical condition or any medication I am taking would impair such safe operation.

**14. COOPERATION WITH JUDICIAL COMMITTEE INVESTIGATIONS.** I agree as a NARCOA member to cooperate to the fullest extent required by the Board of Directors involving any incident, rules violation or misconduct report. I understand failure to comply may result in disciplinary action.

**15. ARBITRATION:** Any disputes arising from the excursions covered by this Agreement will be decided under the laws of the State of Delaware and shall be submitted to arbitration in accordance with the rules and procedures of the American Arbitration Association, or such alternate arbitration forum as the parties to the dispute may mutually agree.

**16. DEFINITIONS:** The term "excursions covered by this Agreement" in the Agreement above refers only to those excursions where the undersigned is an operator of a motorcar, supplies a motorcar for operation by another individual, or has people attending who are specifically guests of the undersigned. For the purpose of this Agreement the term "motorcar" applies to any rail borne vehicle that may be operated at any NARCOA excursion.

**17. SEVERABILITY OF INVALID PROVISIONS:** If any provision, or application thereof, in this Agreement is held invalid, that shall not affect any other provisions or applications of the Agreement which can be given effect without those held invalid.

**18. ENTIRE AGREEMENT:** This Agreement sets forth the entire Agreement between the parties and can be altered or amended only by subsequent written instrument duly executed by each of the parties hereto.

**READ THE ABOVE CAREFULLY BEFORE SIGNING.**

IN WITNESS THEREOF, the undersigned has executed this Agreement this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Operator's Signature

\_\_\_\_\_  
Operator's Name  
(Printed or Typed)

# NARCOA & AFFILIATE

APPENDIX F

## General Release

**By signing this release, you acknowledge that railroading in general and riding on a railroad motor car in particular are dangerous and you agree to accept all risks associated with your voluntary participation in this excursion, and release NARCOA and the Railroad from all liability for your property damage and/or personal injury.**

In consideration of the \_\_\_\_\_ (RR) (including its officers, agents, servants, employees and lessors) granting the undersigned permission to enter its property on the date(s) of \_\_\_\_\_ for the purpose of motor car excursions, of \_\_\_\_\_ a NARCOA Affiliate (AFFILIATE) and of North American Railcar Operators Association (NARCOA) (including its officers, directors, affiliates, members, volunteers, agents, servants, employees and lessors) hereinafter collectively and individually referred to as "AFFILIATE/NARCOA/RR", the undersigned agrees that:

**1. ASSUMPTION OF RISK:** I know and understand the scope, nature, and extent of the risks associated with motor car excursions, including (1) those attendant to riding in motor cars generally and specifically on track which may not be maintained to any particular level or standard; (2) related motor car activities such as set-on and set-off procedures, and (3) in general, the risks and dangers of the working railroad environment in which the motor car will be operated. I willingly and knowingly accept those risks, which I understand could result in destruction of my property and my injury or death.

**2. RULES COMPLIANCE:** *As an operator*, I have read and understand the NARCOA Rule Book, understand the content and purpose for each of the rules, and agree to abide by them. I further agree to take responsibility for informing those persons I bring to the excursion of all rules applicable to their conduct. As a passenger, I confirm that the rules applicable to my conduct have been explained to me, I understand them, and I agree to abide by them.

**3. RELEASE FROM LIABILITY:** I release AFFILIATE/NARCOA/RR from any liability for any claim, loss, damage, injury, or death, regardless of the cause, including the active or passive negligence of AFFILIATE/NARCOA/RR, sustained by me or my property while participating in the excursions covered by this Release. I agree and understand that AFFILIATE/NARCOA/RR accept no responsibility for my safety, nor for the acts or safety of other operators and guests during motor car excursions. By signing this Release, I understand that I am surrendering legal rights which I may otherwise have against AFFILIATE/NARCOA/RR.

**4. COVENANT NOT TO SUE AFFILIATE/NARCOA/RR FOR DAMAGES:** I will not make any claim or bring any legal action or voluntarily assist in any legal action against AFFILIATE/NARCOA/RR, nor permit anyone else to do so on my behalf, for any claim, loss, damage, or injury sustained by me or my property during excursions covered by this Release.

**5. COVENANT NOT TO SUE EXCURSION COORDINATORS AND/OR THEIR ASSISTANTS AND/OR PARTICIPANTS FOR DAMAGES:** I shall not make any claim or bring any legal action or voluntarily assist in any legal action against any other excursion participant, excursion coordinators, and/or their assistants for their actions or conduct (a) arising from their activities in managing or assisting with the managing of any excursion covered by this Release, or (b) as an official of AFFILIATE/NARCOA/RR.

**6. INDEMNIFICATION AGAINST CLAIMS:** I will indemnify and hold harmless AFFILIATE/NARCOA/RR, and persons covered by paragraph 5, from any liability including claims and any attorney's fees, costs, losses, or actions which may be presented or initiated by me or on my behalf in contravention of the covenants I have given in paragraphs 4 and 5.

**7. SURVIVAL OF OBLIGATIONS:** Any and all obligations assumed and promises made by me under this Release shall be binding on my heirs, and the executors and administrators of my estate. I further instruct my heirs, administrators, and executors to honor this Release and make no claim against AFFILIATE/NARCOA/RR for any claim, loss, damage, or injury which this Release purports to cover.

**8. VALIDITY OF WAIVER:** If I institute any suit or action or make any claim for any loss or damages to my person or property for causes covered by this Release, the releases, waivers and promises I have given in this Release shall be enforceable against me.

**9. POLICY ON ALCOHOL/DRUG USE OR POSSESSION:** I will abide by NARCOA's policy to (1) prohibit the use of alcohol and drugs by participants in NARCOA excursions, (2) prohibit the possession of alcohol or drugs in open or unopened containers aboard any motor car or on railroad property, and (3) prohibit the use of alcohol and drugs by participants while on or off railroad property during the hours of any NARCOA excursion. I agree that NARCOA officers, excursion officials and officials of the host railroad retain the right to inspect motor cars and personal effects to enforce this policy. I acknowledge that excursion participants who are found to be in possession of, or under the influence of alcohol, or drugs during a NARCOA excursion will be requested to and required to immediately leave the excursion and railroad property, and forfeit all registration fees.

**10. POLICY ON WEAPONS:** I will abide by NARCOA's policy to prohibit participants from having firearms or other deadly weapons, including knives larger than 3 inch or other weapons. Persons may be authorized to have the above in performance of their duties by officials of the railroad. (Normal kitchen/ cooking/ picnic implements are exempt.)

**11. ARBITRATION:** Any disputes arising from the excursions covered by this Release will be decided under the laws of the State of Delaware and shall be submitted to arbitration in accordance with the rules and procedures of the American Arbitration Association, or such alternate arbitration forum as the parties to the dispute may mutually agree.

**12. SEVERABILITY OF INVALID PROVISIONS:** If any provision, or application thereof, in this Release is held invalid, that shall not affect any other provisions or applications of the Release which can be given effect without those held invalid.

**READ THE ABOVE CAREFULLY BEFORE SIGNING.**

I am 18 years of age or older and understand that I am assuming for myself and for all minor children accompanying me or riding on my motor car the provisions set forth above.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

For Minor Child(ren) under 18 years of age, Adult assuming responsibility for Minor(s): (must also sign above)

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Minor Name(s) (Printed)	Age
_____	_____
_____	_____
_____	_____
_____	_____



# Motorcar Inspection Form

Excursion \_\_\_\_\_ Location \_\_\_\_\_ Date \_\_\_\_\_

Operator Name \_\_\_\_\_ Motorcar Make \_\_\_\_\_ Railroad # (if available) \_\_\_\_\_

NARCOA Rule Book Certificate Number \_\_\_\_\_ NARCOA Current Insurance Number \_\_\_\_\_

Items	Pre-Inspection	Sat	Unsat	Rule
<b>On Board</b>				
Charged Fire Extinguisher 2 lb (ABC)				I-18
First Aid Kit				I-18
Two Orange or Red Flags (16" sq)				I-14
Current NARCOA Rule Book				II-10
Operable Flashlight				I-18
Compatible Tow Bar with Pins				I-10
Horn or Bell				I-16
Proper Brake Lever Travel				I-2
<b>Front of Car</b>				
Operable Front Headlight				I-12
Secure Front Hitch with 3/4" to 1" Hole				I-9
Safety Glass or Polycarbonate Windshields				I-3
<b>Left Side of Car</b>				
Left Brake Shoe Thickness - Front/Rear				
Brakes Properly Adjusted				I-2
Brake Cotter Pins Installed Properly				
Front Wheel Thickness and Profile				I-7
Rear Wheel Thickness and Profile				I-7
Axle Cotter Pins Installed - Front/Rear				
<b>Rear of Car</b>				
Working Rear Red Tail Light				I-12
Lever or Pedal Actuated Red Stop Light				I-13
Secure Rear Hitch with 3/4" to 1" Hole				I-9
<b>Right Side of Car</b>				
Right Brake Shoe Thickness - Front/Rear				
Brakes Properly Adjusted				I-2
Brake Cotter Pins Installed Properly				
Front Wheel Thickness and Profile				I-7
Rear Wheel Thickness and Profile				I-7
Axle Cotter Pins Installed - Front/Rear				
<b>TurnTable - If Installed</b>				
Table Retracts min. of 2.5" above railhead				I-19
Safety Lock on hydraulic turntables				I-19
Audible Warning Device				I-19
<b>Optional - May not be required</b>				
Mobile Radio				
USFS Approved Spark Arrestor				
Spare fuel secured properly				I-11
Chock or Chain				
Front & Rear Lift Handles				
Safety Vest/Shirt				

I understand that "At all times each operator has the ultimate responsibility for the safe condition of his/her motorcar beyond any of the specifics of the rules and standards". If allowed to operate in this excursion, I must correct any unsatisfactory items indicated in order to participate in future excursions. These safety checks are not designed to be overly restrictive, but are to insure a safe and enjoyable excursion for everyone.

I certify that I have inspected this motorcar and found it to meet all NARCOA standards as I have indicated on the Pre-Inspection column of this form and have determined that this motorcar is in a safe condition to operate on this excursion.

\_\_\_\_\_  
Operators Signature

\_\_\_\_\_  
Date

You will \_\_\_\_\_, Will not, \_\_\_\_\_, be allowed to participate in this excursion.

Reviewed by: \_\_\_\_\_ Date \_\_\_\_\_

**Version 6.1**

This version supersedes all previous versions.

***NORTH AMERICAN  
RAILCAR OPERATORS ASSOCIATION***  
Box 802  
Lock Haven, PA 17745

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**INTRODUCTION**

This issue, supersedes all previous editions. This rule book will be the baseline set of rules for all NARCOA insured excursions. As a condition for attendance at NARCOA insured motorcar excursions, members must demonstrate familiarity with its contents via a written test on the rules.

A certificate attesting that the motorcar operator is knowledgeable about the rules will then be issued to that person. This rule book will be the defining rule book for NARCOA insured excursions with possible modifications by the host railroad, community, state, or federal government regulations.

The NARCOA affiliates may have additional rules or requirements, which must be published.

**SAFETY**

The conditions encountered at an organized motorcar excursion differ from those found in railroad maintenance-of-way service. Certain concerns of this type of work aren't found at motorcar excursions, while other problems are generated by the operation of large numbers of motorcars in close proximity. These rules have been formulated to take that difference into account.

Motorcar operators are responsible for knowing and obeying these rules, and ensuring that their passengers obey these rules. Obedience to the rules is essential to safety.

Rules cannot be written to cover every possible situation that may arise in connection with operation. Rules are not a substitute for the common sense and good judgement that must be used in the absence of specific instructions. When in doubt, the safest course must be taken.

Safety is the foundation of motorcar enjoyment. The good safety habits of each operator and of his/her passengers ensure the pleasure of all. The carelessness of a single individual can create serious personal injury.

#### THE RAILROADS

Railroads are a serious transportation business, and their personnel may be unfamiliar with organized recreational motorcar events. In these regards, the railroads will accept us only if we can positively demonstrate a history of mature judgment, behavior above reproach, operational competence, unswerving commitment to safety in all of its aspects, and a willingness to be accountable for our actions. In other words, the railroad must consider us an asset instead of a liability.

#### RAILROAD RULES

The railroads on which we operate may impose their own operating rules and/or mechanical standards. Where these rules and standards conflict with those in this rule book, the more restrictive rules in terms of the safety of individuals and the protection of property will prevail in all instances, unless mutually agreed upon otherwise. Additionally a railroad may specifically waive a NARCOA rule or rules in the interest of safety on its track.

The railroad industry operates by rules, understands rules, and expects rules to govern all railroad operations. Violation of host railroad safety rules may result in loss of riding and/or membership privileges.

#### RULES VIOLATIONS

It is the duty of all operators to report rules violations to the Excursion Coordinator as soon as possible. If violations are dangerous, the excursion will be halted until the violation ceases.

***Violation of NARCOA or NARCOA Affiliate safety rules may result in loss of riding and/or membership privileges***

## I. MOTORCAR MECHANICAL STANDARDS

1. GENERAL. Individual standards may be specifically waived or additional standards may be required in any given excursion.

The Excursion Coordinator is the final authority and may accept or reject any motorcar for use at that excursion. Each operator has the responsibility for the safe mechanical and operating condition of his or her motorcar.

2. BRAKES. Brakes shall stop all four wheels acting on the wheel surfaces or on disks/drums on the axles. An exception is manufactured cars not originally equipped with four-wheel brakes. All brakes shall operate simultaneously from one lever or pedal. Application and release of brakes must require one simple direct motion of the operator. The brake lever must hold the car in position and not be beyond one-half of its available travel.

Brake end arms shall not be in danger of going over center with full application. Each car shall be equipped with a device that is capable of keeping the brakes applied when the car is unattended. Electric or boosted brakes are not allowed unless they are original equipment.

Brake liners (usually made of metal) shall be replaced once they have worn into the insulation block (usually made of wood).

3. GLAZING. Laminated safety glass, tempered safety glass, polycarbonate (e.g.: Lexan) or acrylic (e.g.: Plexiglass) is required for all windows. Laminated safety glass is recommended for windshields. Window surfaces that are scratched to the point that vision is impaired are not acceptable. Severely cracked or shattered glass is not permitted.

4. FLOORBOARDS. Adequate floorboards for operator and passengers shall be conveniently located and securely fastened to the car.

5. ROTATING PARTS. Exposed moving engine or drive line parts must have proper guards to prevent injury to riders or bystanders.

6. REVERSE. All cars must be capable of operating in a reverse direction. Exceptions are cars that can be easily turned in place.

7. WHEELS. Worn running surfaces on detachable plate wheels (pressed wheels) are not to be repaired by welding. Wheel running surface thickness on plate wheels shall not be less than 1/8 inch for light and medium weight cars, and 5/32 inch for heavy gang cars. Wheels must be free from cracks. Only manufactured wheels are allowed. Exception: Wheels approved by the NARCOA Board of Directors.

8. **INSULATION.** Wheels on all excursion equipment must be electrically insulated such that track circuits are not activated.

9. **TOW HITCHES.** All motorcars must be equipped with horizontal tow hitches, with a 3/4 inch to 1 inch hole, mounted on the front and rear of the car 6 inches to 16 inches above the railhead. The hitch must be constructed of material at least as thick as the member that it is attached to. Eye bolts used as tow hitches must be of 1/2 inch stock or larger, and must be welded closed or cast. Hitches must be mounted on the center-line of the car.

10. **TOW BARS & PINS.** A metal tow bar strong enough for pushing or towing must be carried on the car. It must be at least 20 inches long. The ends of the tow bar shall overlap the top and bottom of the hitch. Tow pins must be between 3/4 inch and one inch and must have a retainer clip to prevent them from falling out. Bolts and nuts are not acceptable unless drilled for and used with a retainer clip.

It is the responsibility of each operator to make certain that the length of the tow bar is sufficient to clear any structural overhang or attachments on the end of the car that might otherwise prevent safe coupling to another car.

11. **FUEL TANKS.** AAR standards require that all exposed gasoline tanks be painted red. Auxiliary containers must be approved by a recognized testing agency for the purpose of storing and transporting fuel. Auxiliary fuel containers must be secured to the car. Protection against puncture for the main and auxiliary tanks is highly recommended.

12. **LIGHTS.** All motorcars are required to be equipped with an operable white headlight and an operable red taillight. Cars without original lighting equipment may use portable battery operated lights as a substitute.

13. **STOPLIGHTS.** All motorcars must be equipped with one or more red stoplights mounted on the rear of the car, which are automatically illuminated upon brake application. Stoplights must be bright enough to be easily visible in daylight at 300 feet. Stoplights may be integral with the taillights. Stoplights may flash with brake application.

14. **FLAGS.** Two bright red or orange flags, 16 inches by 16 inches or larger, must be carried on each car for use in signaling other motorcars and flagging crossings.

15. TRAILER CARS. Trailer cars are discouraged, and may be prohibited at any individual event unless specifically approved by the Excursion Coordinator. Motorcars towing trailers must have their taillight(s) and brake light(s) visible or the trailer must be equipped with operable taillight(s) and brake light(s) activated by the towing motorcar. If used for carrying passengers the trailer must have an operable four-wheel brake system. End sill railings securely fastened to the trailer and seats securely fastened to the trailer for all passengers are required.

16. AUDIBLE WARNING DEVICE. Each motorcar must be equipped with an audible warning device. Excessive or unnecessary use of loud horns should be avoided. The use of horns, except as an emergency warning, should be avoided when approaching grade crossings as motor cars are required to yield to approaching highway traffic and the use of horns confuses motorists.

17. HANDHOLDS. One or more safe and suitable handholds conveniently located shall be provided. Each handhold shall be securely fastened to the motorcar.

18. ADDITIONAL SAFETY EQUIPMENT. A first aid kit, a fully charged ABC fire extinguisher with a minimum two pound capacity, and an operable flashlight or lantern are required to be carried on each motor car. Properly installed seat belts are recommended.

19. TURNTABLES. Hydraulic turntables, including OEM Fairmont turntables, must be equipped with a positive locking mechanism that will prevent the table from dropping inadvertently. All turntable installations, including electrically operated turntables with positive gear engagement, must be equipped with an audible warning device that notifies the operator if the turntable is not fully retracted. The turntable, when fully retracted, must be a minimum of two and one-half inches (2.5") above the railhead when the motorcar is sitting on the track.

20. COTTER PINS. All nuts and pins on axles and brake rigging shall be secured by cotter pins that are similar to original equipment installed by the manufacturer. The pins shall be applied in such a manner as to not compromise the insulation properties designed into the motorcar.



USE THIS TYPE ONLY



NOT ACCEPTABLE EXAMPLES

21. MISCELLANEOUS. Cracked or broken frame members, broken or rotten floor boards, body panels not fastened securely, loose axles or axle bearings, or similar defects which affect safe operation may be cause for exclusion from NARCOA excursion participation.

## II. MOTORCAR OPERATING RULES

**INTRODUCTION.** Most of the safety issues in recreational motorcar excursions may be likened to that encountered in a line of automobiles following one another on a one-lane road without shoulders. All should recognize that this is not standard railroad practice where motorcars usually operate alone.

Motorcar excursions may be held on little used or irregular track. Brush may obscure clear vision of the track and right-of-way. Rail joints may be uneven, rail segments may be missing, track gauge may be variable, turnouts (switches) may be unusable, and grade crossings may be paved over or covered with gravel. Infrequent use of track makes the right-of-way a haven for animals of all types. Traffic or pedestrians at highway grade crossings (or anywhere in between) may not expect motorcars or any other railroad traffic.

Motorcar safety hazards commonly include the following:

- a. Operator inattention.
  - b. Insufficient signaling.
  - c. Excessive speed for conditions.
  - d. Improper yielding to automobile traffic.
  - e. Following too closely.
  - f. Collisions with animals.
  - g. Improper seating of passengers.
1. **HOST RAILROAD.** The operation of a railroad motorcar upon a cooperating railroad's right-of-way requires obedience to special instructions by the railroad and to NARCOA rules. The host railroad rules will supersede any NARCOA rule or regulation with which there is a conflict.

2. **RULE BOOK.** All operators at a NARCOA insured excursion must carry the current NARCOA rule book, or copy thereof, and the applicable affiliate additions.

3. **ALCOHOL AND DRUGS.** NARCOA excursion participants are prohibited from:

- (1) Use of alcohol, illegal drugs, prescription medications, OTC medications or any other substance that may adversely affect safe performance while participating in a NARCOA excursion;
- (2) Possession of alcohol or illegal drugs in open or unopened containers aboard any motorcar or on railroad property.

- (3) Use of alcohol or illegal drugs while on or off railroad property during the hours of any NARCOA excursion.

NARCOA officers, NARCOA affiliate officers, excursion officials and officials of the host railroad retain the right to inspect motorcars and personal effects to enforce this rule.

Excursion participants who are found to be in possession of, or under the influence of, alcohol or drugs during a NARCOA excursion will be requested to immediately leave the excursion and railroad property. Those failing to do so will be in violation of trespassing laws. Registration fees will be forfeited. Violations will be referred to the Judicial Committee.

4. WEAPONS. Excursion participants are prohibited from possessing firearms or other deadly weapons, including knives longer than 3 inches. Persons may be authorized by officials of the railroad to have the above in the performance of their duties. (Normal kitchen / cooking / picnic implements are exempt.) Violations will be referred to the Judicial Committee.

5. GRADE CROSSINGS. Motorcars do not have the right-of-way at grade crossings. Motorcars must be prepared to stop short of all grade crossings and proceed only when safe to do so. Be prepared to stop for vehicles and pedestrians that may run around crossing gates or flaggers. Check flangeways for obstructions and make sure that you have room on the other side of the crossing before proceeding. Automatic grade crossing signals will not ordinarily be activated. When they are activated, however, the protection may be limited because waiting traffic expecting trains may not see motorcars and may ignore warning signals. No motorcar may enter a grade crossing until it is safe to do so. Horns shall not be used as a substitute for the crossing rules above.

6. MATERIALS. Loose materials or tools loaded on motorcars shall be properly placed and secured to prevent falling off while the motorcar is in motion.

7. RIDING POSITION. No person shall ride in a standing position or with legs or arms dangling from a motorcar or trailer. Arms and legs must not be placed between towed cars. Do not get on or off a moving car.

8. SPEED. Motorcars shall be moved slowly over frogs, switches, around sharp curves, and when running through interlocking plants. Cars shall be moved very slowly when operating through spring frogs when passing over a diverging route. Cars should also be moved slowly over self-guarded frogs. Go slow and use extra caution when approaching people or animals along the right-of-way. Motorcars shall not, at any time, be operated faster than a speed that is reasonable and prudent due to existing track conditions. Never pass between a station and a train discharging or receiving passengers.

9. SWITCHES. Generally switches must not be thrown unless so authorized by the railroad. Before making movements in either direction over switches, make sure that the switch points are firmly closed against the rail for the route selected and that the switch is latched or secured by placing the lock or hook in the hasp. After passing through the switch, it should be returned to its original position with the locking device in place. Normal position for a main track switch is for movement on the main track, and the switch must be left lined and locked in that position.

10. REFUELING. Smoking, having open flame, or running the engine while fueling motorcars is prohibited.

11. BRAKING. Sudden application of the brake shall not be made except in an emergency. Warning of such application should be given to riders and following cars.

12. STOPPING. An automatic stoplight is the primary means of signaling following cars of a stop. In addition, a red or orange flag should be displayed as soon as possible.

If it is necessary to stop on a curve or other spot with restricted visibility, a flagger must be sent back immediately to warn following motorcars. During hours of darkness, flaggers must use a portable light to warn following motorcars.

The operator must demonstrate the use of the flag to all passengers and indicate that they are to use it in case of emergency.

13. TORPEDOES AND FUSEES. The use of torpedoes at NARCOA insured excursions is prohibited. Fusees must not be placed where they may cause a fire.

14. OVERLOADING. Motorcars must not be overloaded with passengers and/or equipment causing unsafe operation. Passengers must not obstruct the operator's vision.

15. FOLLOWING. The operator must be constantly aware of the actions or potential actions of the operator of the car ahead. Allow a 10 to 12 second spacing between your car and the car ahead. This may be increased at higher speeds and reduced at very slow speeds. Particular caution must be exercised when operating on wet or greased rail.

16. INDEPENDENT OPERATION. The Excursion Coordinator will define the plan for the excursion. Operation outside of the organized group without the knowledge and permission of the Excursion Coordinator or the host railroad is prohibited.

All motorcar movements are governed by the Excursion Coordinator and the host railroad. No NARCOA insured excursion shall be held without railroad escort or proper written track authority. No NARCOA member may operate on any railroad without railroad escort or proper written track authority.

17. RESTRICTED SPEED. Motorcar operators must operate their cars at a speed that allows stopping within half the range of vision short of train, engine, railroad car, men or equipment fouling the track, stop signal, derail, or switch not properly lined. All operators should operate at "restricted speed" at any time that their range of vision is reduced by any object.

18. BRIDGES. Dismounting of motorcars while on bridges is prohibited.

Exception: bridges with walkways and handrails.

19. REST/HOURS OF SERVICE. All operators are encouraged to get adequate rest before a day of motorcar operation. Excursions should not be scheduled to require more than 12 hours of operation per day.

20. OPERATOR CERTIFICATION/INSURANCE. All persons operating a motorcar or hy-rail vehicle on any NARCOA insured excursion must have successfully completed the NARCOA rulebook examination and obtained a NARCOA Certificate of Examination and must have current NARCOA liability insurance coverage through the NARCOA insurance program.

All persons operating a motorcar or hy-rail vehicle on any NARCOA insured excursion must have a current Certificate of Examination card and a current NARCOA insurance card in his/her possession.

(Exception: persons designated by the railroad on which the excursion is being run who are in the performance of their duties as railroad liaison/escort.)

21 REVERSE MOVEMENTS. Reverse movements are not permitted except as authorized by the excursion coordinator or his designee. (A reverse movement is any movement in the opposite direction of the direction that the excursion group as a whole is traveling.)

### III. PERSONNEL RULES

INTRODUCTION. The appearance and conduct of motorcar excursion attendees is a major factor in how we are viewed by railroad personnel. The more professional we are, the more likely we are to be invited back.

1. SHOES. It is recommended that all persons attending a NARCOA insured excursion wear closed-toe, ankle-height boots with a hard sole. Sneakers, tennis shoes, and open toed footwear are not acceptable.

2. TRASH. Trash, garbage, and other refuse items must not be thrown on railroad property, in streams, or on private property along the right-of-way. Discard these items in proper receptacles.

3. TRACK. Walking, stepping, standing, or sitting on rails or switches is prohibited. Step over rails, not on them.

Expect train or motorcar movement at any time, on any track, without notice.

Avoid stepping on or near switch points. The points of a switch may move at any time without warning.

4. PROPERTY. Respect railroad property as if it were your own. Do not remove anything from railroad property that you didn't bring with you.

5. **GRADE CROSSING FLAGGERS.** Flaggers should always face the highway traffic and watch for vehicles that may not stop. Hold flag up and away from body. Don't make motions to motorcars that highway traffic could misunderstand. Flaggers must only signal highway traffic to stop. Flaggers must never signal highway traffic to go. (To do so assumes liability.) Highway traffic and pedestrians have the right of way at all grade crossings. Flagging of grade crossings during periods of poor visibility, storms, or hours of darkness must be done with fuseses, flashlights, or lanterns.

6. **LOCOMOTIVES AND TRAINS.** Excursion participants are to keep well away from operating railroad trains. Be constantly aware that engineers have restricted close-in vision, and that they may be unaware of people and motorcars in close proximity to their train. Do not stand between your motorcar and a train that is passing on an adjacent track that is within 25 feet of your motorcar.

7. **CHILDREN.** No children under the age of 5 years are allowed to participate at a NARCOA insured excursion.

8. **SMOKING.** All guests on railroad property are ask to use good judgment in smoking and shall not smoke where smoking is prohibited. Smoking may be prohibited entirely for specific excursions.

#### **IV. RULES FOR EXCURSION COORDINATORS.**

1. **GENERAL.** The Excursion Coordinator has the final say in all instances. He or she may call upon any attending NARCOA Directors and any Directors of the Affiliate for advice.

2. **BREAKDOWNS.** Operators will be notified of the breakdown rule in effect at each excursion.

3. **INSPECTIONS.** Excursion Coordinators, or their designee, must verify that all equipment on any excursion satisfies the NARCOA equipment standards, and any special standards that are in effect at the time. Inspectors should notify the motorcar operator of any observations of equipment that is borderline on rules compliance so that the equipment can be repaired or corrected, as necessary.

4. **OPERATOR CERTIFICATION/INSURANCE.** Excursion Coordinators, or their designee, must verify that all operators have in their possession a current NARCOA approved operators certificate and that they have valid NARCOA insurance.

5. **HY-RAILS.** Excursion Coordinators must place autos or trucks with hy-rail gear at the appropriate place in the group with consideration as to the purpose of the vehicles. Refer to the Operations Handbook for requirements for hy-rail vehicles.

6. EXEMPTIONS. Excursion Coordinators may make certain exemptions for equipment not classified as true motorcars, such as handcars, velocipedes, and steam cars, or for antique equipment manufactured prior to January 1, 1945."

7. STEAM POWERED CARS. Steam powered cars are allowed on NARCOA excursions only when approved ahead of time by the Excursion Coordinator and the host railroad.

Refer to the Operations Manual for requirements for steam powered cars.

8. ACCIDENT AND RULE BOOK VIOLATION REPORTING. The Excursion Coordinator must report all accidents and all rule book violations (even when no accident has occurred) in accordance with the procedures set forth in the Operations Manual.

#### 9. ADDITIONAL RULES OR EQUIPMENT.

In cases where additional rules or equipment are mandated by the railroad, the Excursion Coordinator, the NARCOA affiliate, or any governmental body, the requirement for same shall be announced in the meet notice and compliance shall be judged at the Safety Inspection.

10. SECURING CARS. On multi-day excursions where motorcars are left on the track, at least the front and rear cars must be secured to prevent unauthorized use.

## V. DEFINITIONS.

1. INTRODUCTION. This section is intended to increase the knowledge of operators and flaggers so that everyone knows the proper meaning of signals, and to define several hazards to motorcars that inexperienced operators may not be familiar with.

2. HAND SIGNALS. Operators and designated flaggers must demonstrate a working knowledge of standard railroad hand or flag signals for the following: Stop, Forward, and Back.

a. A hand, flag, or lantern waved horizontally means Stop. Any object waved violently by anyone on or near the track is a signal to stop.

b. A hand, flag, or lantern waved vertically means go Forward.

c. A hand, flag, or lantern waved in a circle means to Back.

3. WHISTLE/HORN SIGNALS. Two long whistles is the standard railroad indication to proceed forward. Three long whistles is the standard railroad indication to back up.

The Excursion Coordinator may designate a specific whistle signal at the Safety Meeting that will be used as a warning for everyone to return to their cars and prepare for departure. Signals are to be originated by the Excursion Coordinator or their designee.

4. **FLANGE LUBRICATORS.** These are devices installed on railroads where there is a lot of curvature. The purpose is to lubricate the rails with grease or oil, which makes it very slippery for motorcars. The lubrication drastically reduces traction for braking, especially when rain is present. Operators should allow extra spacing in the proximity of flange lubricators to allow for increased braking distance.

6. **SPRING FROGS.** These frogs have a spring operated flangeway on the diverging route and present a special hazard to motor cars due to the fact that motorcars are typically not heavy enough for the flangeway to open for the passage of the motorcar. The wheels of the motorcar may ride up and over the frog. Motorcars must be moved very slowly over a spring frog in order to reduce the likelihood of a derailment. It is recommended that motorcars be walked over a spring frog to ensure safe passage.

7. **SELF-GUARDING FROGS.** These frogs present a hazard to motorcars because there are no guardrails opposite them. Motorcars have wheels too narrow to use the guidance provided by the raised edges on the self-guarding frog.

While they are seldom used on main lines, we often operate through yards and sidings where they are common. The greatest hazard is encountered on the diverging route from the straight track to the siding and motorcars must be moved slowly across the self-guarding frog. It is recommended that motorcars be walked over a self-guarding frog on the diverging route to ensure safe passage.

## Code of Conduct

### **NARCOA members are expected to:**

1. Act as a guest while on railroad property. A guest is prompt, courteous, and careful while on others property.
2. Foster and encourage a high standard of operation and behavior while on railroad property and while performing duties pertaining to NARCOA's operations.
3. Observe the NARCOA rulebook.
4. Follow the instructions of the meet coordinator, his assistants or of railroad employees without complaint or undo comment.
5. Be considerate of other members, in particular by:
  - Treating other members with respect at all times.
  - Do not lie or pass on unsubstantiated rumors about other members.
  - Being ready to lend assistance when and where needed
  - Ensuring that you, your passengers and equipment are ready so others are not delayed because you and yours are not prepared.
6. By example, promote exemplary operating standards by:
  - Operating your car carefully and safely at all times.
  - Communicating clearly your operating intentions to other operators
  - Careful radio use. Many others may be listening.
  - Do not use any radio frequency unless specifically authorized.
  - Do not operate your motorcar without proper permission.
  - Respecting your fellow operator. Potential new members or other railroad officials may be watching. Your actions (or inactions) may open or close railroad doors for NARCOA operations.
  - Assisting with towing or other 'extra' duties as needed to allow for a successful motorcar meet.
7. Protect the future of the hobby by:
  - Being active on a regular basis with your local speeder group.
  - Giving encouragement to newcomers
  - Supporting the goals of NARCOA