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**Public Utilities
Commission of Ohio**

PUCO

Memo

To: Docketing Division

From: George Martin, Grade Crossing Planner, Rail Division

Re: In the matter of the Adoption of a Subsidy Agreement to Close the 3rd Street grade crossing in the City of Willard, Huron County

Date: June 4, 2015

On May 26, 2015, Commission staff entered into a Subsidy Agreement with the Ohio Rail Development Commission (ORDC), CSX Transportation (CSX), and the City of Willard (City), whereby the grade crossing located at 3rd Street, DOT# 142137L, would be permanently closed to vehicular and pedestrian traffic. In consideration of the closure the City will receive from CSX \$20,000 which may be used for any purpose, and \$15,000 from ORDC and CSX which must be used for highway safety improvements.

Under Section II of the Agreement, the City has agreed, in part, to install barricades on both sides of the track within 120 days of construction authorization issued by ORDC. This authorization was made on May 28, 2015.

Staff recommends that the Commission formally adopt this Agreement. A suggested case coding and heading would be:

PUCO Case No. 15-1062 -RR-FED In the matter of the Adoption of a Subsidy Agreement to Close the 3rd Street grade crossing in the City of Willard, Huron County

C: Legal Department

Please serve the following parties of record.

● Page 1

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician SM Date Processed JUN 04 2015

Ms Cathy Stout

Ohio Rail Development Commission

1980 W Broad St, Mailstop # 3140

Columbus, Oh 43223

Mr Troy Creasy

CSX Transportation

500 Meijer Drive, Ste. 305

Florence, Ky 41042

Mr Shawn Tappel

City Manager

631 S Myrtle Ave

PO Box 367

Willard, Oh 44890



OHIO RAIL DEVELOPMENT COMMISSION

Mail Stop #3140, 1980 West Broad Street, Columbus OH 43223

John R. Kasich, Governor • Mark Policinski, ORDC Chairman

May 28, 2015

Shawn Tappel
City Manager
PO Box 367
631 S. Myrtle Avenue
Willard, Ohio 44890

CSX Transportation, Inc.
Troy Creasy
Public Projects (MI, OH, KY, IN, IL)
500 Meijer Drive, Ste. 305
Florence, KY 41042

Dear Messrs. Tappel and Creasy:

Attached is the fully executed agreement for the closure of 3rd Street. The City may proceed with the closure of the roadway at the crossing.

The City is requested to submit to the ORDC the improvements and estimates for the highway safety improvements to be funded with the \$15,000.00 (\$7,500.00 from CSX and \$7,500.00 from ORDC) incentive funds. These improvements must be pre-approved by ORDC before being undertaken.

Once the crossing is closed the City may invoice CSXT for the \$20,000.00 incentive funds that may be used by the City for any purpose.

The City and CSXT are also requested to determine a mutually agreeable and MUTCD compliant barricading application.

Again, thank you for your willingness to partner with us in this safety effort.

Sincerely,

Catherine M. Stout

Catherine Stout
Manager, Safety Programs

C. Terry Arnold, Clerk of Council, City of Willard
Terry Ludban, Director, Community Affairs and Safety, CSX Transportation
Rusty Orben, Director of Public Affairs, Ohio, CSX Transportation
Tony Bellamy, Director Project Management, Public Projects, CSX Transportation
Randall Schumacher, Supervisor, Rail Division, PUCO
Joe Reinhardt, Project Manager, ORDC



www.rail.ohio.gov

phone: 614.644.0306

IMPROVING RAIL TODAY FOR TOMORROW'S ECONOMY

IN THE MATTER OF THE REQUEST FOR
GRADE CROSSING CLOSURE TO VEHICLES
AND PEDESTRIANS IN CITY OF WILLARD,
HURON COUNTY, OHIO AND THE PAYMENT
OF INCENTIVE FUNDS

AGREEMENT NO. 19086

Subsidy Agreement

THIS Subsidy Agreement ("Subsidy Agreement") is entered into on this 26th day of May, 2015 by and among the City of Willard ("CITY"), Ohio Rail Development Commission ("ORDC") and the Public Utilities Commission of Ohio ("PUCO"), and CSX Transportation ("RAILROAD"),

WITNESSETH:

WHEREAS, the Public Utilities Commission of Ohio ("PUCO") has statutory authority to regulate and promote the welfare and safety of railroad employees and the traveling public pursuant to Ohio Revised Code ("ORC") §4905.04; and

WHEREAS, the Ohio Rail Development Commission ("ORDC") is charged with the statutory authority under ORC §4981.03 to develop, promote, and support safe, adequate, and efficient rail service throughout the State of Ohio; and

WHEREAS, PUCO has authority to order closure of public grade crossings to vehicular traffic within governmental limits pursuant to ORC §4907.474; and

WHEREAS, the Moving Ahead for Progress in the 21st Century Act thereto provide funding for the cost to eliminate hazards at public grade crossings, which funding is administered jointly by the PUCO and ORDC pursuant to ORC §4907.476; and

WHEREAS, the parties hereto propose to facilitate the modifications identified in this Subsidy Agreement in accordance with the Title 23 Code of Federal Regulations ("CFR") and applicable provisions of Title 23 of the United States Code pursuant to the terms hereof; and

WHEREAS, this agreement and any information or documentation relating thereto is for the purpose of identifying, evaluating, and/or planning the safety enhancement of railway-highway crossings which may be implemented utilizing Federal-aid highway funds; and

WHEREAS, the RAILROAD agrees to cooperate with the STATE in the implementation of projects in furtherance of the public safety; and

WHEREAS the STATE, CITY and RAILROAD will execute this Subsidy Agreement to specify details for the modifications at the designated grade crossing; and

WHEREAS, the parties, intending to be legally bound, further agree that the public grade crossing identified in Section II of this Subsidy Agreement should be permanently closed to vehicular and pedestrian traffic as part of the safety project to be implemented by this Subsidy Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. GENERAL REQUIREMENTS

There are numerous public highway/grade crossings located within the limits of the CITY. The purpose of this Subsidy Agreement is to enhance the safety of the traveling public who are required to regularly travel through these public grade crossings.

The CITY has authority over the grade crossing identified in Section II below.

II. GRADE CROSSING CLOSURE ("PROJECT")

The CITY agrees to permanently close, to all vehicular and pedestrian traffic of any kind, the following grade crossing:

Highway ID	DOT #
3 rd Street	142 137L

The CITY shall install barricades on each side of the tracks, at the grade crossing to be closed. This work must be completed within one hundred and twenty (120) days of a construction authorization being issued by ORDC. Construction authorization will be issued upon execution of this Subsidy Agreement and the securing of federal funds by the ORDC. The barricades shall be in conformance with the Manual on Uniform Traffic Control Devices ("MUTCD"). Appropriate MUTCD signage shall be installed by the CITY in conjunction with the barricades. Certain resulting costs to the CITY shall be reimbursed as referenced in Section III(3), below.

The CITY shall remove the advance warning signs and pavement markings from the crossings to be closed.

RAILROAD shall remove all pavements from the crossing area within CSX right-of-way and remove all existing warning devices from the crossing to be closed.

Following receipt of public input, the CITY has enacted an Ordinance number 5585-15, dated March 2, 2015, that expresses its commitment to this action, the form and substance of which are acceptable to ORDC and PUCO.

III. CONSIDERATION

In consideration of the commitment by the CITY to permanently close the grade crossing to all vehicular and pedestrian traffic of any kind as designated in Section II, RAILROAD and ORDC will provide the following incentives to the CITY:

- 1) \$20,000.00 of RAILROAD funds that may be used by the CITY for any purpose.
- 2) \$15,000.00 (\$7,500.00 from RAILROAD and \$7,500.00 from ORDC), which must be used for highway safety improvements pre-approved in writing by the ORDC. The CITY shall provide written certification to the ORDC that the improvements have been completed within one (1) year of payment of the incentive funds. If the safety improvements are not completed within one (1) year of the incentive payment, the CITY shall promptly return its share of the incentive payment to the ORDC
- 3) A reimbursement from RAILROAD to the CITY for actual cost of barricading the roadway in a fashion mutually agreeable to the CITY and RAILROAD.

IV. COST ALLOCATION AND BILLING

As set forth in Section II of this Subsidy Agreement, the actual costs for the barricades shall be paid on a reimbursement basis to the CITY. The CITY shall invoice RAILROAD for this reimbursement.

As set forth in Section II of this Subsidy Agreement the actual costs for the removal of advance warning signs and pavement markings for the grade crossings to be closed will be borne 100% by the CITY.

As set forth in Section II of this Subsidy Agreement, the actual costs for the removal of warning devices and crossing surface at the grade crossing to be closed will be borne one hundred percent (100%) by RAILROAD.

As set forth in Section III(1) of this Subsidy Agreement, the funds in the total amount of \$20,000.00 shall be borne one hundred percent (100%) by RAILROAD. The CITY shall invoice RAILROAD for this amount subsequent to the permanent closure of the roadway.

As set forth in Section III(2) of this Subsidy Agreement, the incentive funds in the total amount of \$15,000.00 shall be borne fifty percent (50%) by ORDC and fifty percent (50%) by RAILROAD. The CITY shall invoice ORDC and RAILROAD for this amount subsequent to the permanent closure of the roadway.

In total the actual costs to be borne by ORDC set forth in Section III of this Subsidy Agreement shall not be greater than \$7,500.00.

RAILROAD agrees that STATE, or its duly authorized representatives, shall, during STATE normal business hours, upon reasonable notice, in accordance with RAILROAD safety rules and regulations, and accompanied by RAILROAD personnel, be permitted to examine the records and data maintained by RAILROAD related to this Subsidy Agreement as may be necessary to monitor RAILROAD's compliance with this Subsidy Agreement.

RAILROAD shall maintain all books, documents, papers, program agreements, accounting records, and other evidence pertaining to this Subsidy Agreement, its revenues and expenditures, and shall provide such information upon request of STATE or its designee and shall permit STATE to examine and audit those books, records, and the accounting procedures and practices of the RAILROAD relevant to this Subsidy Agreement. All documents and information shall be made available for review and audit at a mutually-agreeable location within the state of Ohio. The records shall be retained for three years after receipt of final payment to the RAILROAD from the STATE.

RAILROAD will comply with the requirements of the ODOT Railroad Audit Circulars, available at:

<http://www.dot.state.oh.us/Divisions/Finance/Auditing/Pages/RailUtilities.aspx.aspx>

V. NOTIFICATION

All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by facsimile and confirmed by telephone or sent by electronic mail, or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

If to RAILROAD: CSX Transportation, Inc.
Attn: Public Projects (MI, OH, KY, IN, IL)
500 Meijer Drive, Ste. 305
Florence, KY 41042

If to PUCO: Public Utilities Commission of Ohio
Railroad Division
180 East Broad Street, 4th Floor
Columbus, Ohio 43215-3793

If to ORDC: Ohio Rail Development Commission
 Mail Stop 3140
 1980 West Broad Street
 Columbus, Ohio 43223

RAILROAD shall furnish notification to STATE at least five (5) working days prior to the date work is scheduled to start at the PROJECT site of the modifications so arrangements can be made for inspection. RAILROAD shall also notify STATE of any stoppage and resumption of the work activity, and the reasons therefore, and the date the PROJECT work on the modifications was completed. Notification may be sent by email to cstout@dot.state.oh.us with confirmation of receipt or by telephone to the Manager, Safety Programs at 614-644-0313.

RAILROAD shall furnish written notification to the Local Highway Authority at least fourteen (14) working days prior to starting any work requiring the establishment of a detour for highway traffic.

CITY shall furnish notification to STATE at least five (5) working days prior to the date work is scheduled to start at the PROJECT site of the modifications so arrangements can be made for inspection.

VI. TERMINATION

Said Subsidy Agreement shall terminate at the end of the present US Transportation Bill. If construction under this Subsidy Agreement is not completed by that date, it is the express intention of the parties to renew this Subsidy Agreement on each successive biennium period until such time as all work contemplated under this Subsidy Agreement has been satisfactorily completed. If it appears to ORDC or PUCO that RAILROAD has failed to perform satisfactorily any requirements of this Subsidy Agreement or if RAILROAD is in violation of any provision of this Subsidy Agreement, or upon just cause, ORDC or PUCO may terminate the Subsidy Agreement after providing RAILROAD with written notice, in accordance with the notice provisions of this Subsidy Agreement, of its failure to perform satisfactorily any requirement of this Subsidy Agreement (the "Notice"), which shall provide RAILROAD with a thirty (30) day period to cure any and all defaults under this Subsidy Agreement.

During the thirty (30) day cure period, RAILROAD shall incur only those obligations or expenditures which are necessary to enable RAILROAD to achieve compliance as set forth in the Notice. If it is determined that RAILROAD cannot cure its default, RAILROAD shall immediately cease work under this Subsidy Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and provide a report, as of the date of receipt of the Notice, setting forth the status of the work completed, the cost of the work completed and such other information as STATE shall deem pertinent.

If this Subsidy Agreement is terminated for breach or failure to satisfactorily perform, the breaching party shall reimburse the non-breaching party any of its costs not reimbursed by the STATE.

It is expressly understood by the parties that none of the rights, duties, and obligations described in this Subsidy Agreement shall be binding on any party until all statutory provisions of the ORC, including but not limited to ORC § 126.07 and 126.08 have been complied with, and until such time that all necessary funds are made available and forthcoming from the appropriate state agency and such expenditure of funds is approved, if necessary, by the Controlling Board of the State of Ohio pursuant to ORC §127.16 , or in the event that federal funds are used, until such time that the ORDC gives RAILROAD written notice that such funds have been made available to the ORDC by the ORDC's funding source.

VII. REPRESENTATIONS AND WARRANTIES

A. RAILROAD: RAILROAD for itself, represents and warrants the following:

- (1) RAILROAD has the power and authority to enter into this Subsidy Agreement;
- (2) RAILROAD has the authority to carry out its obligations under this Subsidy Agreement; and
- (3) No personnel of RAILROAD, any subcontractor of RAILROAD, public official, employee or member of the governing body of the particular locality where this Subsidy Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Subsidy Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal monetary interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Subsidy Agreement. Any person who, prior to or after the execution of this Subsidy Agreement, acquires any personal monetary interest, involuntarily or voluntarily, shall immediately disclose his interest to STATE in writing. Thereafter, such person shall not participate in any action affecting the work under this Subsidy Agreement unless the STATE determines that, in light of the personal monetary interest disclosed, his participation in any such action would not be contrary to the public interest.

B. ORDC/PUCO/CITY: ORDC, PUCO and CITY represent and warrant that they have the power and authority to enter into this Subsidy Agreement and to carry out their obligations under this Subsidy Agreement.

VIII: OHIO ETHICS LAW REQUIREMENTS

RAILROAD affirms that it is not in violation of ORC §102.04, as that section is applicable to this Subsidy Agreement and RAILROAD.

IX. FALSIFICATION OF INFORMATION

Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC §2921.13(D)(1), which is punishable by a fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.

X. EQUAL EMPLOYMENT OPPORTUNITY

In performing this Subsidy Agreement, the RAILROAD shall not discriminate against any employee, applicant for employment, or other person because of race, color, religion, gender, national origin (ancestry), military status (past, present or future), disability, age (forty (40) years of age or older), genetic information, or sexual orientation. The RAILROAD will ensure that applicants are hired and that employees are treated during employment without regard to their race, color, religion, gender, national origin (ancestry), military status (past, present or future), disability, age (forty (40) years of age or older), genetic information, or sexual orientation. The RAILROAD shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all such subcontracts.

XI. OHIO ELECTIONS LAW

RAILROAD represents that its participation in this Subsidy Agreement does not violate ORC §3517.13.

XII. DRUG FREE WORKPLACE

In the event that work performed pursuant to the terms of this Subsidy Agreement will be done while on state property, RAILROAD hereby certifies that its rules require all of its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XIII. HOLD HARMLESS PROVISION

RAILROAD covenants and agrees to indemnify and hold the STATE and its agents and employees harmless from and against any loss, claim, cause of action, damages, liability

(including, without limitation, strict or absolute liability in tort or by statute imposed), charge, cost or expense (including, without limitation, counsel fees to the extent permitted by law), predicated on personal injury or death, or loss of or damage to property, and arising from any work performed pursuant to this Subsidy Agreement and caused by RAILROAD's negligent, intentional, willful or wanton actions or inactions, or such actions or omissions by any subcontractors that may be hired by RAILROAD under this Subsidy Agreement.

In case any action involving any work covered by this Subsidy Agreement is brought by or against any party or parties, said party or parties shall promptly notify the other party or parties of such action.

XIV. UNUSUAL CIRCUMSTANCES AFFECTING PERFORMANCE

In the event that RAILROAD cannot meet any or all of the obligations placed upon it by the terms of this Subsidy Agreement, (1) RAILROAD shall immediately notify STATE in writing, and (2) STATE may, at its sole discretion, make reasonable efforts to assist RAILROAD in meeting its obligations under the Subsidy Agreement.

If RAILROAD is unable to complete the PROJECT within the time period set forth in the Order issued by the PUCO, RAILROAD must request an extension of time to complete the PROJECT. All such requests must be submitted to the PUCO in accordance with PUCO guidelines.

XV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

RAILROAD agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. To the extent applicable, RAILROAD accepts full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by RAILROAD on the performance of the work authorized by this Subsidy Agreement.

XVI. DISPUTE RESOLUTION

In the event the RAILROAD desires clarification or explanation of, or disagrees with, any matter concerning the Subsidy Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to the STATE. If the dispute cannot be resolved, and the RAILROAD has failed to comply materially with the terms and conditions of this Subsidy Agreement, then procedures for suspension and/or termination may be instituted as provided for under this Subsidy Agreement, or this matter may be submitted to a court of competent jurisdiction for final determination.

XVI. NO WAIVER

No delay or omission to exercise any right or option accruing to the STATE upon any breach by RAILROAD shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed necessary by STATE. Further, if any term, provision, covenant or condition contained in this Subsidy Agreement is breached by either party and thereafter such breach is waived in writing by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

XVIII. CONSTRUCTION

This Subsidy Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to, matters of validity, construction, effect and performance.

XIX. BUY AMERICA

RAILROAD shall furnish steel and iron products that are made in the United States according to the applicable provisions of Federal regulations stated in 23 CFR 635.410 and State of Ohio laws, and ORC §§ 153.011 and 5525.21, and State of Ohio Department of Transportation Construction and Material Specifications, 109.09.

The RAILROAD affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Subsidy Agreement. Notwithstanding any other terms of this Subsidy Agreement, the STATE reserves the right to recover any funds paid for services the RAILROAD performs outside the United States for which it did not receive a waiver from the Director of the Ohio Department of Administrative Services.

XX. FORUM AND VENUE

All actions brought against the STATE regarding this Subsidy Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.

XXI. SEVERABILITY

Whenever possible, each provision of this Subsidy Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Subsidy Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Subsidy Agreement.

XXII. ENTIRE AGREEMENT

This Subsidy Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

XXIII. DUPLICATE COUNTERPARTS

This Subsidy Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which taken together shall be deemed to constitute a single Subsidy Agreement.

XXIV. CAPTIONS

The captions in this Subsidy Agreement are for the convenience of reference only and in no way define, limit or describe the scope or intent of this Subsidy Agreement or any part hereof and shall not be considered in any construction hereof.

XXV. AMENDMENTS OR MODIFICATIONS

Any party may at any time during the term of this Subsidy Agreement request amendment or modification. Requests for amendment or modification of this Subsidy Agreement shall be in writing to the other parties and shall specify the requested changes and the justification for such changes. All parties shall then review the request for modification. Should the parties all agree to modification of the Subsidy Agreement, then an amendment shall be drawn, approved, and executed in the same manner as this Subsidy Agreement.

Any revisions to this Subsidy Agreement shall be made in writing and agreed upon by all parties.

XXVI. SUCCESSORS OR ASSIGNS

This Subsidy Agreement shall be binding upon the successors and assigns of the RAILROAD. It is understood that this Subsidy Agreement, and any subsequent amendments thereto, shall apply to crossings owned by the RAILROAD that may, in the future, become subject to the PROJECT and therefore qualify for modifications as described above.

IN WITNESS WHEREOF, the parties hereto have caused this Subsidy Agreement to be executed as of the date and year set forth below.

CSX TRANSPORTATION, INC

By Tony C. Bellamy

Print Name _____

Tony C. Bellamy
Director Project Management - Public Projects

Title _____

Date 5/19/15

CITY OF WILLARD

By _____

Print Name _____

Title _____

Date _____

PUBLIC UTILITIES COMMISSION OF OHIO

By _____

Print Name _____

Title _____

Date _____

OHIO RAIL DEVELOPMENT COMMISSION

By _____

Print Name Matthew R. Dietrich

Title Executive Director

Date _____

APPROVED AS TO FORM WITH REGARD
TO OHIO RAIL DEVELOPMENT
COMMISSION ONLY:

Assistant Attorney General Alan H. Klodell

Date _____

HUR Willard Third Street CSX

IN WITNESS WHEREOF, the parties hereto have caused this Subsidy Agreement to be executed as of the date and year set forth below.

CSX TRANSPORTATION, INC

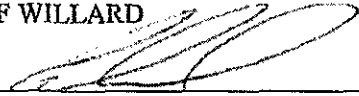
By _____

Print Name _____

Title _____

Date _____

CITY OF WILLARD

By 

Print Name Shawn Tappel

Title City Manager

Date 5-22-15

PUBLIC UTILITIES COMMISSION OF OHIO

By _____

Print Name _____

Title _____

Date _____

OHIO RAIL DEVELOPMENT COMMISSION

By _____

Print Name Matthew R. Dietrich

Title Executive Director

Date _____

APPROVED AS TO FORM WITH REGARD
TO OHIO RAIL DEVELOPMENT
COMMISSION ONLY:

Assistant Attorney General Alan H. Klodell

Date _____

HUR Willard Third Street CSX

IN WITNESS WHEREOF, the parties hereto have caused this Subsidy Agreement to be executed as of the date and year set forth below.

CSX TRANSPORTATION, INC

CITY OF WILLARD

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____

PUBLIC UTILITIES COMMISSION OF
OHIO

OHIO RAIL DEVELOPMENT
COMMISSION

By *Milan Orsini*

By _____

Print Name MILAN ORSINI

Print Name Matthew R. Dietrich

Title Director

Title Executive Director

Date 5/15/15

Date _____

APPROVED AS TO FORM WITH REGARD
TO OHIO RAIL DEVELOPMENT
COMMISSION ONLY:

Assistant Attorney General Alan H. Klodell

Date _____

HUR Willard Third Street CSX

IN WITNESS WHEREOF, the parties hereto have caused this Subsidy Agreement to be executed as of the date and year set forth below.

CSX TRANSPORTATION, INC

CITY OF WILLARD

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____

PUBLIC UTILITIES COMMISSION OF
OHIO

OHIO RAIL DEVELOPMENT
COMMISSION

By _____

By  _____

Print Name _____

Print Name Matthew R. Dietrich

Title _____

Title Executive Director

Date _____

Date 5-26-15

APPROVED AS TO FORM WITH REGARD
TO OHIO RAIL DEVELOPMENT
COMMISSION ONLY:


Assistant Attorney General Alan H. Klodell

Date 5/22/14

HUR Willard Third Street CSX