

# Memo

To: Docketing Division  
From: Jill Henry, Rail Specialist, Rail Division  
Cc: PUCO Legal Department  
Date: 9/14/17

Re: PUCO Case No. 17-1988-RR-FED- In the Matter of a Request to Install Traffic Preemption at the Norfolk Southern Grade Crossing, DOT# 476-830U, on Lima Avenue in Hancock County, Ohio.

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On June 24, 2016, the Ohio Rail Development Commission (ORDC) authorized funding for Norfolk Southern (NS) to install traffic pre-emption at the Lima Avenue, DOT# 476-830U, grade crossing in Hancock County, Ohio. The crossing was surveyed, on May 16, 2014, and was found to warrant the upgrade. The electric utility provider for this crossing is American Electric Power.

The project will be paid for with federal funds and is actual cost. The plans and estimates for the project in the amount of \$107,779.00 have been approved. Construction may commence at once. **Staff requests a Finding & Order with completion of the project in 15 months.** Staff requests that the following language be incorporated in the Finding & Order:

**It is expected that all work necessary for FHWA acceptance of the warning devices will be completed by the in-service due date and that the railroad will be responsible for this work. This work includes, but is not limited to:**

- Any ancillary work to make the warning devices function as designed and visible to the roadway user, and
- MUTCD compliance, including minor roadway work if necessary.

**Please serve the following parties of record:**

Norfolk Southern Railway Company  
Stephen Klinger  
Public Projects Engineer  
1200 Peachtree Street NE  
Atlanta, GA 30309-3597

Norfolk Southern Railway Company  
Cayela Wimberly  
Director Grade Crossing Safety  
1200 Peachtree Street NE  
Atlanta, GA 30309-3597

Eastman & Smith LTD.  
Mr. Casey Talbott  
Attorney for Norfolk Southern  
One SeaGate 24<sup>th</sup> Floor  
P.O. Box 10032  
Toledo, Ohio 43699-0032

Ohio Rail Development Commission  
Cathy Stout  
Safety Manager  
1980 West Broad Street  
Mail Stop #3140  
Columbus, Ohio 43223

City of Findlay  
Public Service  
Engineering  
318 Dorney Plaza, Room 304  
Findlay, Ohio 45840-3346

AEP- Ohio Power

**OHIO RAIL DEVELOPMENT COMMISSION  
INTER-OFFICE COMMUNICATION**

**TO:** Randall Schumacher, Supervisor, Rail Division, PUCO  
**FROM:** Cathy Stout, Manager, Safety Section, ORDC  
**BY:** Don Damron, Project Manager, ORDC  
**SUBJECT:** Hancock County, Lima Ave. / Norfolk Southern  
DOT# 476830U, PID# 99755  
**DATE:** September 11, 2017

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The Public Utilities Commission of Ohio (PUCO) established a Diagnostic Review Team Survey at the subject highway/railroad crossing location on 5/16/2014 and the Ohio rail Development Commission (ORDC) attended the Diagnostic.

The Diagnostic Review Team recommended that the traffic signal at the intersection of Lima Ave and Western Ave. also serve as the highway-railroad crossing traffic control device. The installation requires an interconnection between the traffic signal controller and the train detection system. The Diagnostic Review Team Survey form is attached.

The proposed Crossing Site Layout and Cost Estimates for this project have already been provided by Norfolk Southern and ORDC approved the plans and estimates as provided. Please issue a construction-only order for the project outlined above. This authorization is made with the stipulation and understanding that an approved estimate may contain entries for items or activities that may be cited and found to be ineligible for federal participation during the project audit.

It is expected that all work necessary for FHWA acceptance of the warning devices will be completed by the in-service due date and that the railroad will be responsible for this work. This work includes, but is not limited to:

- any ancillary work to make warning devices function as designed and visible to the roadway user, and
- MUTCD compliance – including minor roadway work if necessary.

Thank you for your assistance with these matters.

Attachments:

Diagnostic Review Team Survey dated 5/16/2014  
NS Plans and Estimates dated 12/6/2016

c: Jill Henry, PUCO  
ORDC Project Manager (file)



# OHIO RAIL DEVELOPMENT COMMISSION

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

John R. Kasich, Governor • James G. Bradley, Chairman

September 11, 2017

Mr. Stephen Klinger  
Norfolk Southern Corporation  
Administrator Grade Crossing Program  
1200 Peachtree St. NE, Box 123  
Atlanta, GA 30309

RE: Railroad Interconnected Traffic Signal – Simultaneous Preemption  
Construction Authorization, Lima Ave., Hancock County,  
DOT# 476830U; Ohio PID# 99755; NS S&E Project # 10.0865

Dear Mr. Klinger:

The plan and estimate dated 12/6/2016 for the referenced project has been reviewed and is acceptable. This project is authorized for construction under the master agreement between Ohio Rail Development Commission, Public Utilities Commission of Ohio and Norfolk Southern executed on December 19, 2012. Norfolk Southern may proceed with the construction of the proposed interconnected traffic signal / grade crossing warning system in accordance with the abbreviated plan.

This authorization is made with the stipulation and understanding that the approved estimate may contain entries for items or activities that may be cited and found to be ineligible for federal participation during the project audit. Reimbursement of eligible actual cost is limited to \$107,779.00. Additional costs must be approved in writing by the Ohio Rail Development Commission (ORDC) prior to being incurred. Emergency verbal authorizations by ORDC may be permitted and will be confirmed by ORDC in writing within ten (10) business days of the verbal approval. This authorization is contingent upon Norfolk Southern Corporation accepting the following instructions:

1. Norfolk Southern's project foreman will furnish written notification five (5) working days prior to the date work will start at the project site to Don Damron, ORDC, Mail Stop #3140, 1980 West Broad Street, 2<sup>nd</sup> Floor, Columbus Ohio 43223, or email [don.damron@dot.state.oh.us](mailto:don.damron@dot.state.oh.us), or by cell phone at 614-917-8466, office phone at 614-466-2509; and to the Public Utilities Commission of Ohio at [George.martin@puc.state.oh.us](mailto:George.martin@puc.state.oh.us) (phone 614-752-9107). The Norfolk Southern project foreman will also notify the same of any stops and re-starts of the work activity and of the date work was completed for the project.
2. Norfolk Southern will arrange for utilities to be located at the project site by the Ohio Utilities Protection Service (OUPS) prior to any construction activities at the site. Utilities that are not participating members of the service must be contacted directly by Norfolk Southern.



[www.rail.ohio.gov](http://www.rail.ohio.gov)

phone: 614.644.0306

IMPROVING RAIL TODAY FOR TOMORROW'S ECONOMY

3. Norfolk Southern's project foremen will notify Don Damron at 614-917-8466 (cell) or [don.damron@dot.state.oh.us](mailto:don.damron@dot.state.oh.us) (email) of any changes in the scope of work, cost overruns, material changes, etc. which are not included in the approved plan and estimate and secure approval of same before the work is performed.
4. Open cut of roadways is not permitted except in unusual circumstances and must be coordinated with the local highway authority and preapproved by ORDC.
5. Norfolk Southern will furnish two (2) copies of each partial bill to ORDC. Please find the enclosed ODOT Purchase Order to reference when billing.
6. Norfolk Southern will furnish two (2) copies of the final all-inclusive bill to ORDC stating the exact dates of starting and completing work, the initial and final dates of construction and location where the accounts may be audited.
7. The installation of the new warning device system will include any ancillary work needed to make the warning devices function as designed and to satisfy MUTCD requirements.

Thank you for your assistance with these matters.

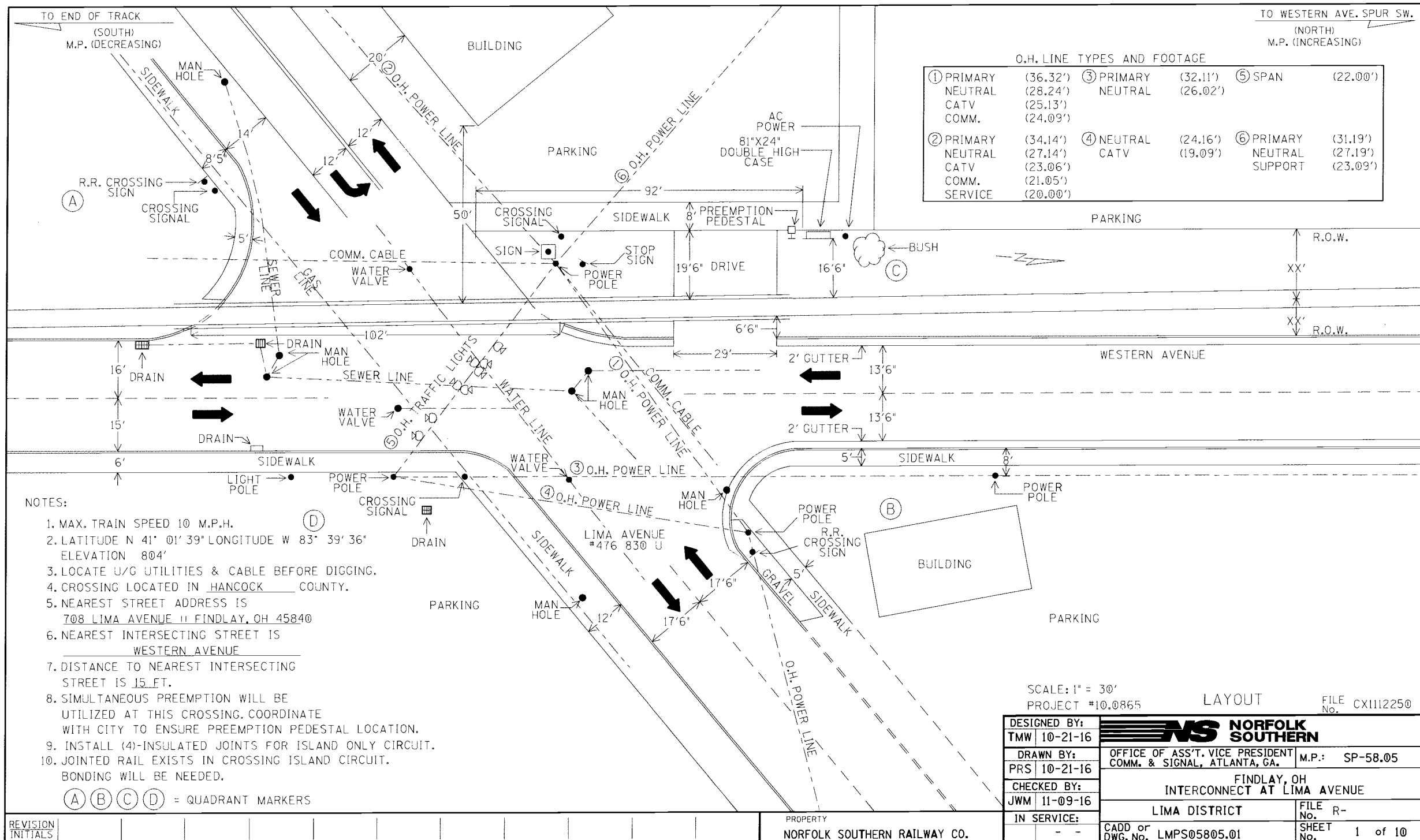
Sincerely,

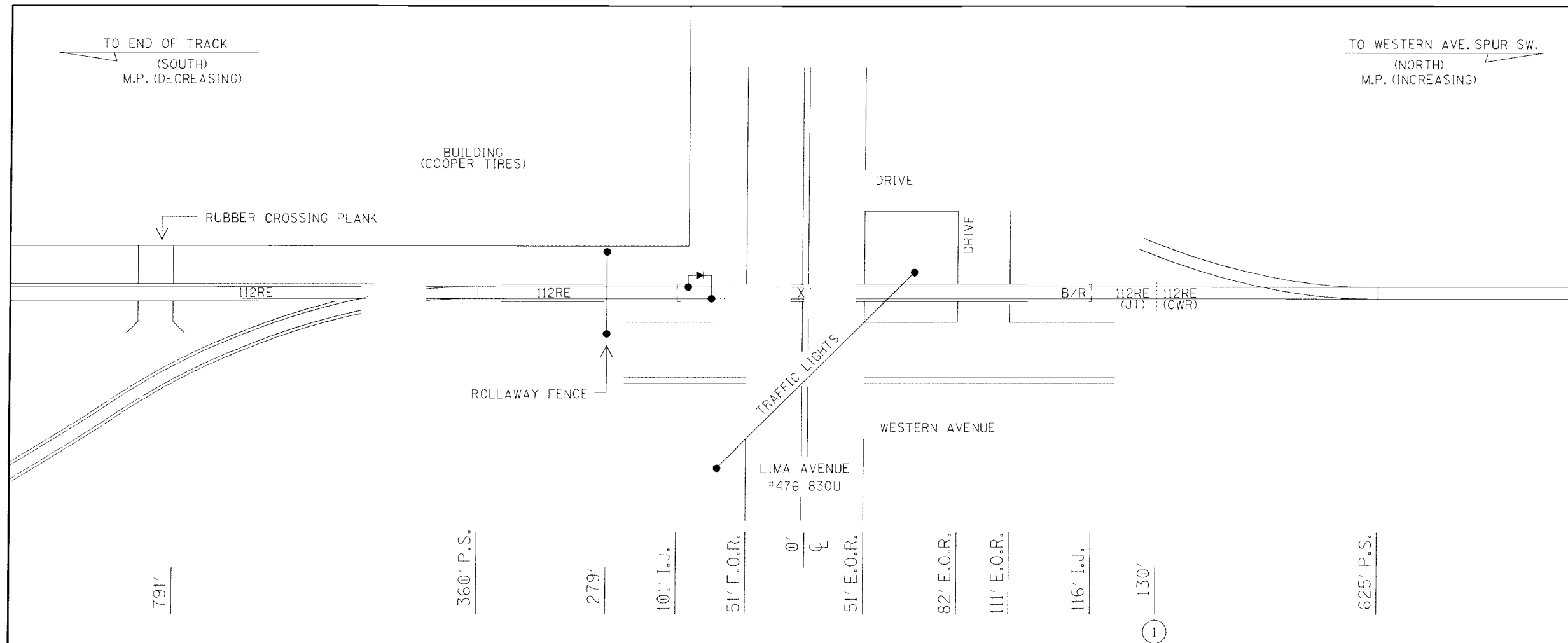


Donald J. Damron  
Project Manager

C: Randall Schumacher, Supervisor, Rail Division, PUCO  
George Martin, Grade Crossing Planner, PUCO  
ORDC (file)








NOTE:

- ① JOINTS ARE STAGGERED FROM RAIL TO RAIL APPROXIMATELY EVERY 18'.  
CONTINUOUS WELDED RAIL EXSITS FROM THIS POINT TO THE NORTH.

PROFILE

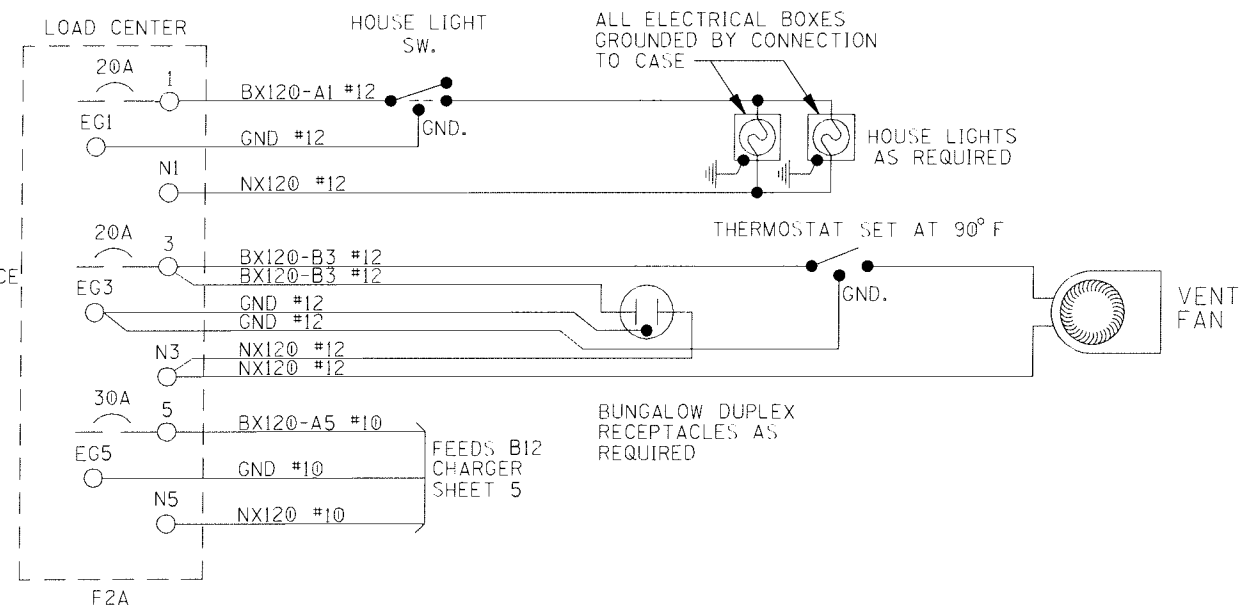
REVISION  
INITIALS

PROPERTY  
NORFOLK SOUTHERN RAILWAY CO.

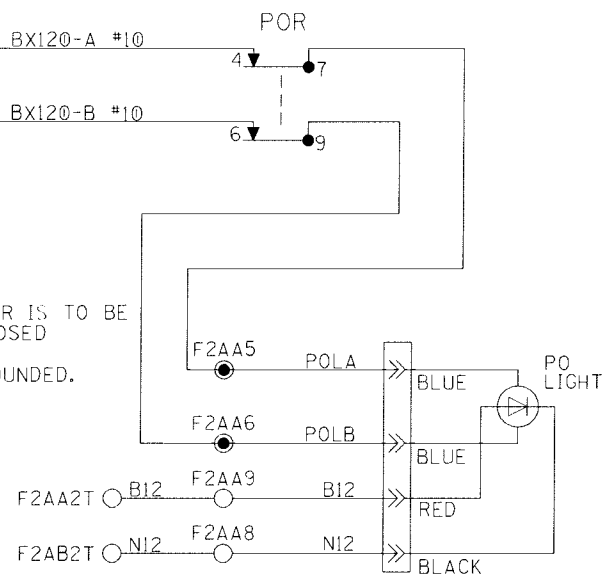
DESIGNED BY:	TMW 10-21-16	 <b>NORFOLK SOUTHERN</b>	
DRAWN BY:	PRS 10-21-16	OFFICE OF ASS'T. VICE PRESIDENT COMM. & SIGNAL, ATLANTA, GA.	M.P.: SP-58.05
CHECKED BY:	JWM 11-09-16	FINDLAY, OH INTERCONNECT AT LIMA AVENUE	
IN SERVICE:	- -	LIMA DISTRICT	FILE No. R-
		CADD or DWG. No. LMP505805.02	SHEET No. 2 of 10








LOAD CENTER-----Q0116L125G  
10A 1P CIR BKR ----Q0210  
20A 1P CIR BKR ----Q0120  
30A 1P CIR BKR ----Q0130  
30A 2P CIR BKR ----Q0230  
100A 2P CIR BKR ----Q02100  
MECH INTERLOCK----PK4D4TIM4LA


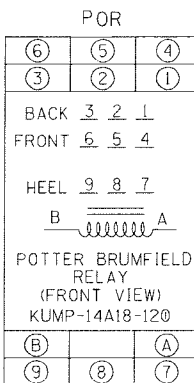



GENERATOR RECEPTACLE:  
MALE CONNECTOR - NEMA L1430-FI

LOAD CENTER

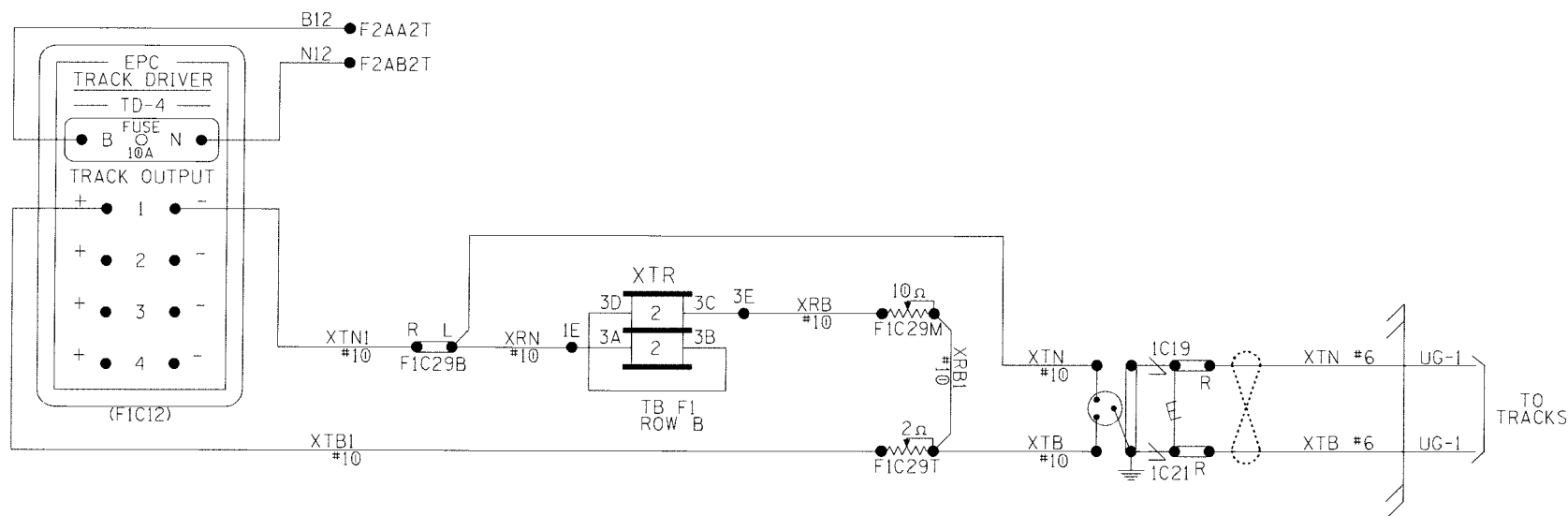
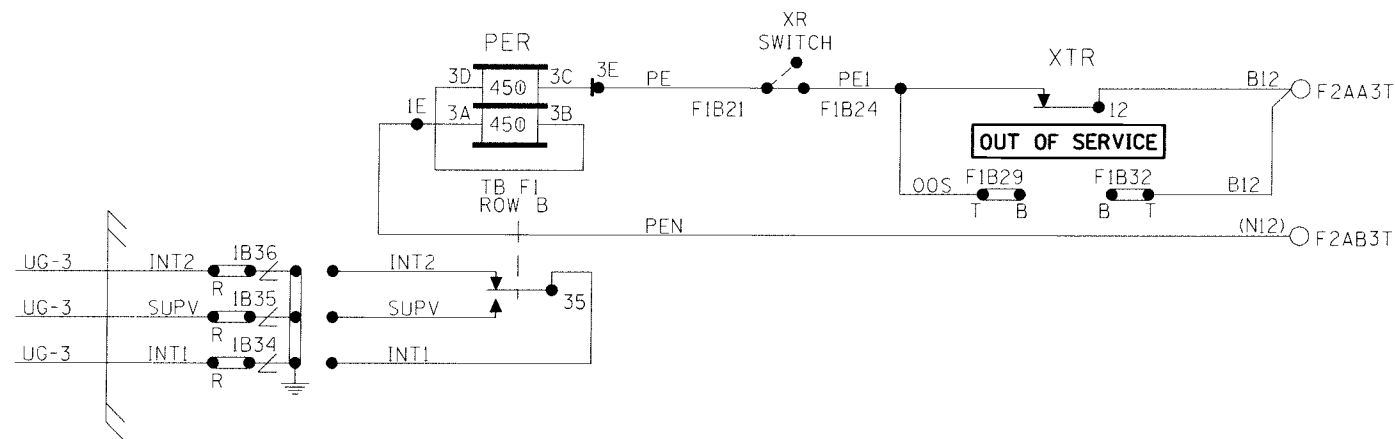
DESIGNED BY:		 <b>NORFOLK SOUTHERN</b>	
TMW	10-21-16		
DRAWN BY:		OFFICE OF ASS'T. VICE PRESIDENT	
PRS	10-21-16	COMM. & SIGNAL, ATLANTA, GA.	M.P.: SP-58.05
CHECKED BY:		FINDLAY, OH	
JWM	11-09-16	INTERCONNECT AT LIMA AVENUE	
IN SERVICE:		LIMA DISTRICT	FILE NO. R-
	- -	CADD or DWG. No. LMPS05805.04	SHEET No. 4 of 10

[illegible]

 = TWIST

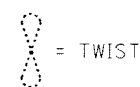
DESIGNED BY:			NORFOLK SOUTHERN	
TMW	10-21-16	OFFICE OF ASS'T. VICE PRESIDENT COMM. & SIGNAL, ATLANTA, GA.		M.P.: SP-58.05
DRAWN BY:	FINDLAY, OH			
PRS	10-21-16	INTERCONNECT AT LIMA AVENUE		
CHECKED BY:				
JWM	11-09-16			
IN SERVICE:	LIMA DISTRICT		FILE No.	R-
	- -	CADD or DWG. No.	LMP505805.05	SHEET 5 of 10

[illegible]




# TRACK AND PREEMPTION CIRCUITS

NOTES:  
ALL WIRING TO BE #16AWG  
UNLESS NOTED OTHERWISE.



= TWIST

DESIGNED BY:			
TMW 10-21-16	OFFICE OF ASS'T. VICE PRESIDENT COMM. & SIGNAL, ATLANTA, GA.		
DRAWN BY:	M.P.: SP-58.05		
PRS 10-21-16	FINDLAY, OH		
CHECKED BY:	INTERCONNECT AT LIMA AVENUE		
JMW 11-09-16	LIMA DISTRICT		
IN SERVICE:	FILE No. R-		
- -	CADD or DWG. No. LMPS05805.06		
	SHEET 6 of 10		

REVISION  
INITIALS

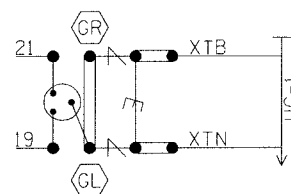
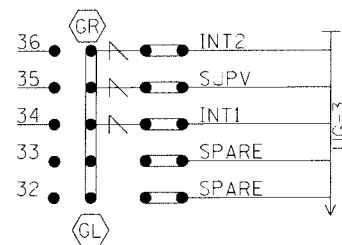
PROPERTY  
NORFOLK SOUTHERN RAILWAY CO.

# TERMINAL BOARD

"1A"

"1B"

"1C"



NOTE: INSTALL TEST LINKS ON ALL TRACK WIRES AND ON ALL LOW VOLTAGE UNDERGROUND CABLE TERMINATIONS.

SEE FARADAY SHIELD DETAILS - 1A & 1B FOR HOW THIS PORTION OF THE FARADAY SHIELD IS PREDRILLED. ONLY INSTALL AND USE THE TERMINALS NEEDED.

⚡ = Heavy Duty Equalizer (022700-1X)

⚡ = Clearview Lightning Arrester (022585-1X)

⦿ = LPC-10560-51

⦿ = TERMINALS GROUNDED TO SHIELD. 4 POST BLOCKS USE EITHER - GR - SERRMI PART NO. 61278 GL - SERRMI PART NO. 61278-1.

FRONT BACKBOARD 1A, 1B & 1C

REVISION  
INITIALS


PROPERTY  
NORFOLK SOUTHERN RAILWAY CO.

DESIGNED BY: TMW 10-21-16	<b>NS NORFOLK SOUTHERN</b>	
DRAWN BY: PRS 10-21-16	OFFICE OF ASS'T. VICE PRESIDENT COMM. & SIGNAL, ATLANTA, GA.	M.P.: SP-58.05
CHECKED BY: JMW 11-09-16	FINDLAY, OH INTERCONNECT AT LIMA AVENUE	
IN SERVICE:	LIMA DISTRICT	FILE NO. R-
	CADD or DWG. No. LMP505805.07	SHEET No. 7 of 10

"1A"

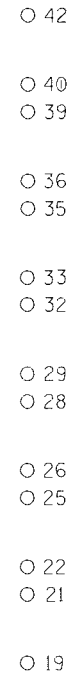
\* = CLOSED DURING WINTER MONTHS

REVISION  
INITIALS


DESIGNED BY:		 <b>NORFOLK SOUTHERN</b>	
TMW	10-21-16		
DRAWN BY:		OFFICE OF ASS'T. VICE PRESIDENT	M.P.: SP-58.05
PRS	10-21-16	COMM. & SIGNAL, ATLANTA, GA.	
CHECKED BY:		FINDLAY, OH	
JMW	11-09-16	INTERCONNECT AT LIMA AVENUE	
IN SERVICE:		LIMA DISTRICT	FILE No. R-
	- -	CADD or DWG. No. LMPS05805.08	SHEET 8 of 10

"1C"

2° PANDUIT



> = TERMINALS GROUNDED TO SHIELD.  
> 4 POST BLOCKS USE EITHER -  
GR - SERMMI PART NO. 61278  
GL - SERMMI PART NO. 61278-1.

DESIGNED BY:			<b>NORFOLK SOUTHERN</b>	
TMW 10-21-16				
DRAWN BY:	OFFICE OF ASS'T. VICE PRESIDENT		M.P.: SP-58.05	
PRS 10-21-16	COMM. & SIGNAL, ATLANTA, GA.			
CHECKED BY:	FINDLAY, OH			
JMW 11-09-16	INTERCONNECT AT LIMA AVENUE			
IN SERVICE:	LIMA DISTRICT		FILE No.	R-
- -	CADD or DWG. No.	LMPS05805.09	SHEET No.	9 of 10

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06-Dec-16

Detailed Estimate for Grade Crossing Warning Devices

City/State: FINDLAY, OH  
MilePost: SP-58.05  
State Proj. No.:  
S&E Proj. No.: 10.0865  
Man Days: 60

Road: WESTERN/LIMA AVE.  
DOT/AAR: 476830U  
County: HANCOCK  
File Number:

<b>***Purchases - Others***</b>	
Meals and Lodging:	\$8,207.14
Rental of Equipment:	\$11,219.12
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 10 Days)	
Construction Supervision Vehicle:	\$1,716.15
Purchases - Other Total:	\$21,142.41
<b>***Material And Additives***</b>	
Material Cost:	\$33,597.00
Sales and Use Tax:	\$2,688.00
Material Handling Freight:	\$3,359.70
Material Total:	\$39,644.70
<b>***Labor And Additives***</b>	
Labor Cost:	\$19,320.00
(6 man crew at \$1,932.00 a day for: 10 days)	
Payroll Tax & Overheads:	\$16,472.23
Preliminary Engineering:	\$5,556.28
Construction Supervision:	\$5,643.37
Labor Total:	\$46,991.88
Project Cost:	\$107,778.99
Scrap / Salvage Credit:	\$0.00
<b>Project Total:</b>	<b>\$107,779.00</b>

Estimated on: 06-Dec-16

Estimated by: ndr3j

Estimate valid for 1 year from date of estimate



Norfolk Southern Railway  
Highway Crossing Signalization Program - Material List

Do not substitute items without permission from S & E Engineering

City:	FINDLAY
Road:	WESTERN/LIMA AVE.
Mile Post:	SP-58.05
Drawing Number:	LMPS05805
State ProjectNumber:	
County:	HANCOCK
A A R Number:	476830U
Project Number:	10.0865
File Number:	
New File Number:	CX1112250
WBS:	F-03458
Store Number:	S803
Supervisor:	Z. MCCARTNEY
Tax Code:	3500
Vendor to supply the following copies after pricing: 1 Set - Material Management with original Invoice 2 Sets - with plans shipped in car with material 1 Set - S&E Gen. Supt. Construction w/copy of invoice	

Location: FINDLAY			OH	S&E Proj. No.: 10.0865	AFE No.: F-03458	Drawing No.: LMPS05805			
Store No.: S803			P.O. Number:		Date Required:	Date Shipped:	Vendor: Progress Rail Services		
Qty.	Class-Item-CD	UI	Price per Item	Total Price	Item Description	Quantity Shipped	Quantity Installed Date Quan.	Quantity Returned (Credit)	Special Instructions
3	670-360693-4	EA	\$5.55	\$16.65	AAR/DOT NUMBER PLATE/DECAL, ORDER 3 PER PROJECT. 60 DAY LEAD TIME. SUPPLIED BY STRAN.				
1	165-006505-4	EA	\$1,075.23	\$1,075.23	AC SERVICE, COMPLETE LESS METER BASE, ASSEMBLED ON 30' POLE				
3	670-119241-4	EA	\$25.01	\$75.03	ARRESTOR, LIGHTNING HEAVY DUTY CLEAR VIEW SAFETRAN 022585-1X				
9	105-002620-4	EA	\$302.42	\$2,721.78	BATTERY, NICAD 340AH, MODEL SPL340				
1	670-052960-4	EA	\$17.26	\$17.26	BLOCK, TERMINAL MULTITUNIT OF 6 WITH CONNECTORS HARMON 0250094-000				
9	670-057663-4	EA	\$2.61	\$23.49	BLOCK, WSCD N170501 TERMINAL 2 WAY EXCEPT WITH 4 NUTS REF 27 - 2 NUTS REF 28 AND 4 WASHERS				
30	670-065723-4	EA	\$3.89	\$116.70	BOND, HEAD 6 1/2"x3/16", SIGNAL ERICO PRODUCTS CATA SBS24882, CR 02-067252				
80	670-065872-4	LF	\$1.12	\$89.60	BONDSTRAND, 3/16 IN WIRE 4/64 IN PVC INSULATION OUTER WIRES TINNED ONLY, ALSO USED TO MAKE 4 AND 6 HOLD LONG BONDS.				
1	670-356949-4	EA	\$94.05	\$94.05	CABLE, 10' GENERATOR HOOK UP, SERRMI P/N 40524, FEMALE CONNECTOR				
350	465-292862-4	LF	\$1.36	\$476.00	CABLE, UG 2-6 TWISTED, S-23 OKONITE 113-12-3933 SOLID TINNED CONDUCTOR				
400	465-292945-4	LF	\$1.59	\$636.00	CABLE, UG 5-14, S-54 OKONITE 206-14-6885				
350	465-791835-4	FT	\$3.54	\$1,239.00	CABLE, UG AC ENTRANCE 3C#6-7X OKONITE FMPF-L 094-078 TR W/G 1 X 8 7X W010 BRZ TAPE 600V PRODUCT CODE 206-11-6070				
120	165-544477-4	FT	\$3.22	\$386.40	CONDUIT, 4"x10' PVC, SCHEDULE 80 BELL CONNECTOR AT ONE END, 1/2 PT. GLUE IN KIT 670-123298-4				
2	670-664917-4	EA	\$87.64	\$175.28	CONNECTOR KIT, WELDED FAR RAIL, CONSISTING OF RUBBER HOSE PROPERLY DRILLED, BONDSTRAND, 1 SPLICING SLEEVE, 1 REDUCING SLEEVE, 3 CLAMPS, 1 TRACK CLIP, 1 WEB WELDED TRACK CONNECTOR, 1 WELD METAL, SAFETRAN 111359-2X				

APPROVED BY STATE	APPROVED BY RAILROAD	CAR NUMBER	SEAL NUMBER
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Location: FINDLAY									
Store No.: S803		OH	S&E Proj. No.: 10.0865	A/E No.: F-03458	Drawing No.: LMPS05805	Vendor: Progress Rail Services			
		P.O.Number:		Date Required:	Date Shipped:				
Qty.	Class-Item-CD	UI	Price per Item	Total Price	Item Description	Quantity Shipped	Quantity Installed Date Quan.	Quantity Returned (Credit)	Special Instructions
2	670-632520-4	EA	\$79.69	\$159.38	CONNECTOR KIT, WELDED NEAR RAIL, CONSISTING OF, RUBBER HOSE PROPERLY DRILLED, BONDSTRAND, SPLICING SLEEVE, 1 REDUCING SLEEVE, 5 CLAMPS, 1 TRACK CLIP, 1 WEB WELDED TRACK CONNECTOR, 1 WELD METAL, SAFETRAN 111359-1X				
25	670-918555-4	EA	\$4.34	\$108.50	CONNECTOR, WEB TRACK 1IN X 4IN LONG, FOR SHUNT CONN TO RAIL, INCLUDES WELD METAL & MOLDS (ERICO #SBTBBU4A)				
1	670-986650-4	EA	\$370.21	\$370.21	DISPOSAL, CONSTRUCTION DEBRIS AND CLEANING X'ING EQUIPMENT CONTAINER				
1	670-007684-4	EA	\$813.63	\$813.63	DRIVER, TRACK, MODEL TD-4 ELECTRO PHEUMATIC CORP. FOUR OUTPUTS				
2	670-000003-4	EA	\$255.85	\$511.70	FILL/STONE #57, QUANTITY IS BASED ON TRUCK LOAD PLUS DELIVERY COST				
4	640-547032-4	EA	\$371.38	\$1,485.52	JOINT, INSL 75AS 4H 7/8" BOLTS 3M IRJ 5446,DRILD 7-4 1/8-7				
1	670-477991-4	EA	\$410.00	\$410.00	KIT, GROUNDING ASSY FOR AL I/S INCLUDES 8 GRD RDS,200#4WIRE,12 4 WIRE ONE-SHOTS. ERICO SBK206				
1	670-123298-4	EA	\$361.54	\$361.54	KIT, HARDWARE SUPPLIES REQUIRED X'ING P'CKAGES. WEB CONNECTORS FOR SHUNT(8EA) TAPE, AMPS,P'GUM PAINT SLEEVES,TAGS,GLUE, 100 EA WHITE TAGS, )NE CAN BLUE MARKING PAINT ETC...				
1	670-814027-4	EA	\$137.53	\$137.53	LAMP ASSY, POWER OFF INDICATOR, S'TRAN #18510				
20	670-440826-4	EA	\$2.22	\$44.40	LINK, SAFETRAN 024620-1X INSL TESTING COMP 1 IN CENTER SIGNAL CIRCUITS CR 02-286662				
3	255-590880-4	EA	\$17.52	\$52.56	LOCK, AMERICAN LOCK MODEL H-10KA KEYED ALIKE TO PRIVATE KEYWAY D456 AND STAMPED "NS SIG"				
1	670-000001-4	EA	\$726.23	\$726.23	MISC. EXPENSE, MATERAIL/FILL				
4	670-000007-4	EA	\$307.02	\$1,228.08	MISC. EXPENSE, TRACK WORK (I.E. INS JTS, RODS, ETC.)				
1	000-000000-4	EA	\$5,000.00	\$5,000.00	MISC. EXPENSE, UNDERGROUND BORING				
1	670-004472-4	EA	\$1,452.22	\$1,452.22	PACKAGE, KIT FOR ADDITIONAL RECTIFIER KIT 40AMP FOR CROSSING LOCATION. INCLUDES ALL CHARGERS, WIRING AND PEREFERALS FROM BREAKER BOX TO PANEL. IPN: 003131-22X				

APPROVED BY STATE

APPROVED BY RAILROAD

CAR NUMBER

SEAL NUMBER

Location: FINDLAY			OH	S&E Proj. No.: 10.0865	AFE No.: F-03458	Drawing No.: LMPS05805			
Store No.: S803			P.O.Number:		Date Required:	Date Shipped:			
			Vendor: Progress Rail Services						
Qty.	Class-Item-CD	UI	Price per Item	Total Price	Item Description	Quantity Shipped	Quantity Installed Date Quan.	Quantity Returned (Credit)	Special Instructions
1	670-004475-4	EA	\$336.93	\$336.93	PACKAGE, KIT FOR ADDITIONAL TRACK CONNECTION CROSSING LOCATION. INCLUDES ALL EQUIPMENT, WIRING AND SHOP LABOR. (1 PER WIRE PAIR) IPN: 051000-NSX-0005				
1	255-646807-4	EA	\$32.59	\$32.59	PADLOCK, SAFETRAN PART NO. 030399-29X SCREW TYPE FOR CIR CONTROLLER AND BTY. BOX				
1	610-719870-4	EA	\$152.36	\$152.36	PEDESTAL ASSEMBLY, ARMORCAST P/N P6001205-NS, YELLOW 10"X11"X29"				
2	670-259211-4	EA	\$47.25	\$94.50	POLYETHYLENE INCL 45" WITH TERMINAL BLOCK				
1	165-902002-4	EA	\$297.48	\$297.48	PLUG BOARD KIT, TYPE B-1 & VOLTAGE TEST TERMINAL, SAFETRAN 420000-75X				
1	670-602559-4	EA	\$132.09	\$132.09	PROTECTOR, SURGE 120/240VAC, ERICO P/N EPD120/240TDFL				
3	465-002899-4	EA	\$22.24	\$66.72	RECTIFIER, ELECTRO-PNEUMATIC TRACK MODEL NO RING-10 TYPE C TRACK CIRCUIT				
2	670-456936-4	EA	\$145.69	\$291.38	REEL, CABLE DISPOSABLE FOR CROSSING SIGNAL PACKAGES				
1	670-551457-4	EA	\$17.43	\$17.43	RELAY RACK, SWING, FARADAY SHELTER FOR ONE RELAY, SSFETRAN P/N T15331				
1	670-549328-4	EA	\$16.34	\$16.34	RELAY, POTTER & BRUMFIELD 120VAC KUP14A15 W/BASE				
1	670-707995-4	EA	\$510.12	\$510.12	RELAY, POTTER BRUMFIELD 12VDC 11 PIN PLUG IN, NON-VITAL PART #12VDC-KUP14D15 W/BASE				
1	670-708282-4	EA	\$524.43	\$524.43	RELAY, TYPE B1, NEV LINE, 900 OHMS,.008 AMPERES GRS A62-308 OR SAFETRAN @400003				
1	180-240104-4	EA	\$20.83	\$20.83	RELAY, TYPE B1, TRACK 4 OHM .85A GRS A62-276, S'TRAN 400011				
1	180-000029-4	EA	\$27.17	\$27.17	RESISTANCE UNIT, ADJ RACO 603-5 MAX 9.95 OHM, SAFETRAN 029603-5X				
2	435-805560-4	EA	\$2.78	\$5.56	RESISTOR UNIT, 2 OHM ADJUSTABLE SAFETRAN NO. 029602-6X FOR TRACK CIRCUITS CR 02-425807				
1	670-630881-4	EA	\$6,480.26	\$6,480.26	SAND, 25LB BAG FOR CABLE ENTRANCE INTO THE SHELTER				
					SHELTER, CASE BARE, 81" HIGH DOUBLE, ALUMINUM W/FARADAY SHIELD ON TERMINAL BOARD, BARS FOR THREE ROWS OF PLUG-IN RELAYS, PER SAFETRAN DRAWING NUMBER 545110-81X16				

APPROVED BY STATE

APPROVED BY RAILROAD

CAR NUMBER

SEAL NUMBER

Tuesday, December 06, 1:07 PM

2016

Location: FINDLAY						OH	S&E Proj. No.: 10.0865	AFE No.: F-03458	Drawing No.: LMPS05805		
Store No.: S803						P.O.Number:		Date Required:	Date Shipped:	Vendor: Progress Rail Services	
Qty.	Class-Item-CD	UI	Price per Item	Total Price	Item Description	Quantity Shipped	Quantity Installed Date Quan.	Quantity Returned (Credit)	Special Instructions		
2	670-471572-4	EA	\$3.48	\$6.96	SHIELD, GROUND SERRMI P/N 61278 FOR GROUNDING A RH 4 POST						
2	670-472200-4	EA	\$3.48	\$6.96	TERMINAL BLOCK DIRECTLY TO FARADAY SHIELD						
1	670-586967-4	EA	\$42.98	\$42.98	SHIELD, GROUND SERRMI PART NO. 61278 FOR GROUNDING A LH 4 POST						
2	670-393331-4	EA	\$53.74	\$107.48	TERMINAL BLOCK DIRECTLY TO FARADAY SHIELD						
1	670-682221-4	EA	\$21.63	\$21.63	SHUNT COVER W/LAG SCREWS, 19"X19", SERRMI #40271, ORDER 1 PER SHUNT						
1	670-330382-4	RL	\$18.06	\$18.06	SIGN CROSSING MALFUNCTION ASSEMBLY FOR 4" AND 5" MAST, SAFETRAN #T17215						
5	670-478560-4	EA	\$20.56	\$102.80	SWITCH, MCKEEN KNIFE TEST W-C 0250-101, SAFETRAN 130078-T00478						
35	670-007238-4	EA	\$118.65	\$4,152.75	TAPE, THOR 3" DURATEC, ORANGE 1000' LENGTHS. "WARNING STOP DIGGING"						
75	465-001114-4	LF	\$0.25	\$18.75	TERMINAL BLOCK, ERICO 4 POST P/N B2700A2C1WH W/HARDWARE LESS LIGHTNING ARRESTOR						
100	465-999111-4	LF	\$0.38	\$38.00	UNIT, THE INSTALLATION AND WIRING OF A DEVICE WHICH REQUIRE A MINIMUM OF FOUR WIRE CONNECT-						
200	465-458198-4	FT	\$0.20	\$40.00	WIRE, #4 BARE SOLID COPPER, SOFT DRAWN FOR GROUNDING. ORDER 125 FEET PER INSTRUMENT SHELTER						
1	450-986008-4	EA	\$30.45	\$30.45	WIRE, NO.10, 1 CONDUCTOR, CASE, FLEXIBLE 37 STRAND, 3/64 IN. INSULATION-ORDER EXT.AMT. NEEDED CR 02-620502						
					WIRE, NO.16, 1 CONDUCTOR, CASE, FLEXIBLE, 19 STRAND, 2/64 IN. INSULATION						
					WRENCH, TEST POST TYPE B DWG 55393-3, GR.1						

Total Material: \$33,596.98

APPROVED BY STATE	APPROVED BY RAILROAD	CAR NUMBER	SEAL NUMBER
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# OHIO RAIL DEVELOPMENT COMMISSION

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

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

June 24, 2016

Norfolk Southern Railway Company  
Mr. Stephen Klinger  
Administrator Highway Grade Crossing Improvements  
1200 Peachtree Street  
Atlanta, GA 30309-3597

RE: Hancock County, Lima Avenue, DOT# 476830U, PID 99755

Dear Mr. Klinger:

A diagnostic review was held at the above grade crossing on 5/16/2014. The crossing has been recommended for railroad interconnection with the traffic signal.

Norfolk Southern is authorized to proceed with the site plans and cost estimates (PE) for the circuitry/interconnection component of the project. Simultaneous preemption and a pull box (east side of track) will be required for the interconnection. This authorization is made with the stipulation and understanding that any field work needs prior approval before work begins. This authorization is made with the stipulation and understanding that an approved estimate may contain entries for items or activities that may be cited and found to be ineligible for federal participation during the project audit.

The diagnostic review form is attached. Please note any recommendations (page 5), if any, made by the team with regard to requirements for this location. Any minor roadway work necessary for MUTCD compliance should be incorporated into the PE and such costs will flow through the railroad reimbursement process.

The Project Manager for this project is Don Damron. Don can be reached at (614) 917-8466, or don.damron@dot.ohio.gov, if you have any questions.

Sincerely,

*Catherine M. Stent*

Manager, Safety Programs

C: Randall Schumacher, Supervisor, Rail Division, PUCO  
George Martin, Grade Crossing Planner, PUCO  
ORDC (file)

Attachment: 2 (diagnostic review form, RR requirements form)



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phone: 614.644.0306

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**OHIO DEPARTMENT OF TRANSPORTATION  
OHIO RAIL DEVELOPMENT COMMISSION  
HIGHWAY-RAIL GRADE CROSSING WARNING SYSTEM INTERCONNECTION  
RAILROAD CONFIGURATION AND TIMING REQUIREMENTS**

Railroad: Norfolk Southern Railway Date: 6/24/2016  
DOT: 476830U Crossing Name: Lima Avenue  
Issued By: Catherine Stout, ORDC

**This crossing warning system is proposed to be interconnected with an adjacent highway traffic control signal.** In some cases, the warning system may be interconnected with two highway traffic control signals, usually one on each side of the grade crossing. The #2 interconnection circuits are only required if indicated below.

The purpose of this document is to advise the railroad of the number of interconnection circuits required and the type and timing requirements of each circuit. The railroad should refer to the OHIO DOT HIGHWAY-RAIL GRADE CROSSING WARNING SYSTEM INTERCONNECTION STANDARD Part 5 for details concerning the requirements of the interface to be provided by the railroad.

TYPE OF INTERCONNECTION	INTERCONNECTION #1
ADVANCED	
SIMULTANEOUS	x
NOT REQUIRED	
ADVANCED PREEMPTION TIME PER AREMA 3.3.10	n/a
Interface Functions (804-4.2):	
Advanced Preemption Circuit	n/a
Simultaneous Preemption Circuit	Required
Island Occupied	n/a
Gate Down Circuit	n/a
Gate Up Circuit	n/a
Traffic Signal Health (Agency will make this circuit available to railroad)	n/a





# OHIO RAIL DEVELOPMENT COMMISSION

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

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

September 11, 2015

Norfolk Southern Railway Company  
Mr. Stephen Klinger  
Administrator Highway Grade Crossing Improvements  
1200 Peachtree Street  
Atlanta, GA 30309-3597

Subject: Grade Crossing Safety Improvements  
Hancock County, City of Findlay, Lima Avenue, DOT# 476830U, PID 99755

Dear Mr. Klinger:

The above grade crossing was identified for improvements based on a diagnostic review conducted on May 16, 2014. As a result of the review, an interconnection will be provided to the traffic signal at the intersection of Lima Avenue and Western Avenue. The traffic signal will provide traffic control for the grade crossing.

The subject of this letter agreement is the necessary railroad circuitry and interconnection with the traffic signal. The project shall be completed in compliance with Agreement No. 17450, dated December 19, 2012, entered into by the State of Ohio and Norfolk Southern Railway Company (NS) and incorporated as if fully rewritten herein. This construction shall also meet the general terms and conditions under the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) and subsequent amendments and the State of Ohio's Federally Funded Warning Device Program.

The Ohio Rail Development Commission has entered into a separate agreement with the City of Findlay for improvements to the traffic signal. Norfolk Southern is not responsible for any improvements to the traffic signal.

Preliminary engineering (PE) and construction costs shall be borne one hundred percent (100%) by ORDC. Reimbursable costs will be limited by the ORDC based on approved estimates and bid tabulations, if applicable. These limits will be quantified by the ORDC in its construction authorization to NS and may be amended by the ORDC based on revised estimates and bid tabulations.

This Letter Agreement and the approved plans constitute the scope of the project. NS shall notify ORDC in writing of any changes in the scope of work which are not in the approved plans and estimates and secure approval in writing of same before the work is performed.

PE will not be commenced by NS prior to ORDC issuing a PE authorization. PE will be submitted by NS to ORDC within ninety (90) days or other time specified by ORDC in the PE authorization. Construction will not be commenced by NS prior to ORDC issuing a construction



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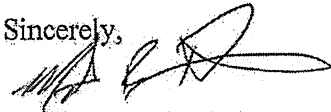
phone: 614.644.0306

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authorization. Construction will be completed by NS within nine (9) months or other time specified in the time specified by ORDC in the construction authorization.

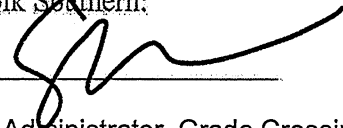
Please indicate your acceptance of the terms and conditions of this Letter Agreement by signing and returning one (1) copy to me at the address listed above and retain a copy for your files. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which taken together shall be deemed to constitute a single Agreement.

Sincerely,



Matthew R. Dietrich  
Executive Director

Norfolk Southern:

By: 

Title: Administrator, Grade Crossing Program

Date: November 15, 2015

HAN Lima Ave, DOT# 476830U, PID 99755

## AGREEMENT

This AGREEMENT ("AGREEMENT"), made and entered into this 18<sup>th</sup> day of August 2015, by and among the STATE OF OHIO, OHIO RAIL DEVELOPMENT COMMISSION (ORDC), (hereinafter referred to as "ORDC"), 1980 West Broad Street, Columbus, Ohio 43223, and City of Findlay (hereinafter referred to as the "CITY"), with principal offices at 318 Dorney Plaza, Findlay, Ohio 45840.

### WITNESSETH:

**WHEREAS**, Ohio Revised Code ("ORC") Section 4981.03 charges the ORDC with the development, promotion, and support of safe, adequate, and efficient rail service throughout the State; and

**WHEREAS**, ORC Sections 4981.03(A)(3) and 4981.14(B)(5) charge the ORDC to undertake, or cause to be undertaken, maintenance of any rail service project by private corporations;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and the covenants and AGREEMENTs herein contained, the parties hereto agree as follows:

**Article 1: DESCRIPTION:** The PROJECT pursuant to this AGREEMENT is the modification of highway traffic signals at the intersection of Lima Avenue and Western Avenue and interconnect with the railroad circuitry for the NS grade crossing DOT# 476 830U for the purpose of controlling traffic at the grade crossing.

The PROJECT is a transportation activity eligible to receive federal funding. The purpose of this AGREEMENT is to set forth requirements associated with the federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT. The local administration of the project is limited to the traffic signals and interconnection to the railroad at a pull box to be installed by the City.

Section 1.01 The CITY shall be responsible for traffic signal design, labor, materials, and equipment to:

- Prepare design plans, bid, manage, and inspect the work included in Section 1.01. Submit design plans to ORDC for review prior to bidding project. The design shall meet all the requirements contained in Part 8 – Rail Grade Crossings in the Ohio Traffic Engineering Manual.
- Coordinate the location of all poles, conduits, pull boxes, etc. with the railroad.
- Coordinate with ORDC to facilitate final inspection and approval of preemption operations by ORDC or its contractors.
- Upgrade the existing traffic signal controller unit per the Ohio Traffic Engineering Manual. Program the traffic signal for railroad preemption. The traffic signal should be programmed to transition to all-red signal indications once the notification is

- received from the railroad equipment that a train is present. The “no right turn” (symbol) LED blank-out signs should also be activated. The traffic signal indications should remain all-red until the train clears the crossing.
- Install, or ensure appropriate functioning and/or placement of vehicle detection if needed, traffic signs, and pavement markings in areas affected by this project.
  - Install 6 pair #19 AWG interconnect cable between the traffic signal controller and the railroad equipment case/cabinet.
  - Install conduit(s) and pull-box(s) per design. Install new conduits from the proposed pull-box(s) to the proposed railroad equipment case/cabinet.
  - Ensure the following circuits are connected and operating per design:
    - 1. Preemption circuit with supervision
  - Install battery backup and cabinet for the traffic signal system
  - Install one LED blank-out R3-1 (no right turn symbol) sign including TRAIN legend for eastbound Lima Ave at Western Ave.
  - Install one LED blank-out R3-1 (no right turn symbol) sign including TRAIN legend for southbound Western Ave at Lima Ave
  - Provide roadway and pedestrian traffic control as needed for the work included in Section 1.01
  - If needed, any cost for railroad flagging needed to complete the traffic signal construction should be included in project.

Section 1.02 The Railroad shall be responsible for work to:

- Install railroad circuitry, train detection.
- Install preemption cable from railroad bungalow to pull box installed by the City.

Any work not detailed above will be ineligible for reimbursement unless an ORDC approved change order has been issued.

The work described in Section 1.01 above shall be completed within eighteen (18) months of the date of execution of this AGREEMENT unless otherwise agreed to by ORDC.

After completion of the PROJECT, the CITY shall maintain the traffic signals and interconnection cable from the control box to the pull box to design standards and provide adequate maintenance activities for same, unless otherwise agreed to by ORDC. The PROJECT must remain under public ownership and authority for 20 years, unless otherwise agreed to by ORDC. Nothing stated herein shall deny the CITY the right to seek reimbursement of the costs for the maintenance and renewal of the PROJECT and other of its facilities constructed or changed under the terms of this AGREEMENT, if such reimbursement is then provided for by Federal Highway Administration (“FHWA”) regulations and/or the ORC.

**Article 2: PLANS AND SPECIFICATIONS:** The CITY shall design and construct the PROJECT in accordance with a recognized set of written design standards. The PROJECT will also conform to the Ohio Department of Transportation’s Highway-Rail Grade Crossing Warning System Interconnection Standard. Further, it will conform to relevant standards of (the

railroad).

**Article 3: COMPETITIVE BIDDING:** CITY agrees to pursue the PROJECT in a manner that is cost effective for both the CITY and ORDC.

Section 3.01 If the PROJECT work will be performed by contract, the CITY shall secure the contract for the PROJECT through a competitive bidding process as described below:

- The CITY may conduct letter solicitations to contractors which they normally use.
- The CITY shall secure bids from at least three (3) contractors.
- The bid documents and the contractor bids must be supplied to the ORDC by the CITY prior to contractor selection by CITY.
- The CITY will verify that all contractors working on the PROJECT are neither suspended nor debarred from working on Federal aid projects at:  
<http://www.dot.state.oh.us/Divisions/ContractAdmin/Pages/default.aspx>

The CITY **shall not** advertise for bids prior to the receipt of the “Authorization to Advertise” notification from ORDC. Should advertising or work commence prior to the receipt of the “Authorization to Advertise” notification, ORDC shall immediately terminate this AGREEMENT and cease all Federal funding commitments.

Any use of sole source or proprietary bid items must be approved by the applicable ORDC district. All sole source or proprietary bid items should be brought to the attention of the CITY Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ORDC’s Traffic Engineering Manual.

Once the CITY receives ORDC/Federal authorization to advertise, the CITY may begin advertising activities. Advertisements shall be in accordance with local bidding requirements. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The PROJECT shall be advertised for three (3) consecutive weeks. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The CITY shall submit to ORDC any addendum to be issued during the advertisement period that changes estimates or materials. ORDC shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.

The CITY shall incorporate Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, in all contracts, as well as appropriate subcontracts and purchase orders.

Section 3.02. If the PROJECT work will be performed by CITY forces, the CITY shall secure any materials needed for the PROJECT through a competitive bidding process and shall secure bids from at least three (3) suppliers. The bid documents and the supplier bids must be supplied to the ORDC by the CITY prior to acceptance of a bid by the CITY. In order for CITY to use its own forces for the construction the CITY must demonstrate to the ORDC’s satisfaction that this

is the most cost effective method of performing the work and ORDC must preapprove in writing the use of CITY forces.

**Article 4. METHOD OF PAYMENT**

Section 4.01 The total cost for the PROJECT is estimated to be \$135,000.00. ORDC shall provide to the CITY 100% of the eligible costs up to a maximum amount of \$135,000.00 in federal funds ("Funds"). Additional eligible costs may be approved if authorized prior to being incurred, subject to federal approval.

Section 4.02 The Funds awarded pursuant to this AGREEMENT shall be used for obligations incurred in the performance of the AGREEMENT and shall be supported by contracts, invoices, vouchers, and other data as appropriate, evidencing the costs incurred. If the Funds are not expended in accordance with the terms, conditions and a time period set forth in this AGREEMENT or the total amount of the Funds exceed the eligible costs of the PROJECT, the amounts improperly expended or not expended shall be returned to the ORDC within thirty (30) days after the expiration or termination of this AGREEMENT.

Section 4.03 The CITY may invoice ORDC monthly, or periodically when its allowable costs for the PROJECT work exceed \$1,000, for 100% of the PROJECT work completed, up to the maximum amount specified in Section 4.01 of this AGREEMENT. The invoice shall substantiate, to the satisfaction of the ORDC, PROJECT costs incurred. The adequacy and sufficiency of such invoices shall be determined solely by the ORDC. The ORDC shall not pay the CITY for any PROJECT work not included in Article 1 of this AGREEMENT. To facilitate ORDC's final inspection, all materials installed must be marked in such a way to be easily identifiable by the ORDC, and the CITY's final invoice shall include an inventory of installed materials by milepost or other segmentation of the PROJECT that is satisfactory to the ORDC. ORDC reserves the right to reject any invoice which does not segment the inventory of installed materials in a manner acceptable to ORDC.

Section 4.04 Payment shall be made within forty-five (45) days from the date of ORDC's approval of CITY's invoice. The ORDC shall have thirty (30) days from the receipt of the invoice to either approve or reject the invoice. If any invoice is rejected, ORDC shall immediately provide CITY with a notice and opportunity to correct any deficiency or error.

**Article 5. TERM OF AGREEMENT/SUSPENSION/TERMINATION:** This AGREEMENT shall terminate at the end of the present biennium, June 30, 2017. If obligations specified under this AGREEMENT are not completed by that date, it is the expressed intention of the parties to renew this AGREEMENT on each successive biennium period until such time as all obligations specified under this AGREEMENT has been satisfactorily completed.

Section 5.01 ORDC Termination: The ORDC shall have the right to terminate this AGREEMENT in the event of a material breach of this AGREEMENT by the CITY. The ORDC shall provide the CITY thirty (30) days written notice in advance of the exercise of its rights under this provision, unless the ORDC determines that substantial noncompliance cannot be corrected within a reasonable time, then the ORDC may immediately terminate this AGREEMENT.

Section 5.02 Suspension of Funding or Termination by the ORDC: The ORDC shall have the right to suspend funding of the PROJECT authorized under this AGREEMENT at any time in the event of any material breach or default by CITY, and for so long as the CITY fails substantially to comply with material terms and conditions of this AGREEMENT.

**Article 6. PROJECT INSPECTION**

Section 6.01 The CITY shall allow, upon reasonable notice, the inspection of and access to, the PROJECT by the ORDC. ORDC will notify the CITY if the nature of the work requires ORDC to have an inspector on the PROJECT site whenever the CITY is working.

Section 6.02 The CITY shall furnish written notification no later than five (5) working days prior to the date work will start at the PROJECT site to Don Damron, Project Manager, at 1980 West Broad Street, Mail Stop 3140, Columbus, Ohio, 43223, Cell (614) 614-917-8466, or email at don.damron@dot.ohio.gov with copy to cstout@dot.ohio.gov. The CITY shall also notify the same of the details of any work stoppages, the subsequent resumption of the work activity, and the date work on which the PROJECT was completed. If the work is not inspected due to the lack of contractor notification to ORDC, that work may not be reimbursed with the Funds.

Section 6.03 The CITY shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The CITY shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications, if applicable.

**Article 7. AUDITS:** At any time during normal business hours upon ten (10) days written notice and as often as the ORDC may deem necessary and in such a manner as not to interfere with the normal business operations, the CITY shall make available to the ORDC, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this AGREEMENT including, but not limited to, personnel and employment data, financial reports, rail car loading data, job creation data, derailment data, and all other relevant information and shall permit the ORDC to audit, examine and make excerpts or transcripts from such records. The CITY must retain all records associated with this AGREEMENT for a period of five (5) years after final payment has been made by the ORDC. The CITY must also ensure that all source documentation described above is maintained and made available to the ORDC for any sub consultants or outsourced work for the same time period.

The CITY is responsible for compliance with 49 CFR 18, *Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments* and 2 CFR 225, *Cost Principles for State, Local and Indian Tribal Governments*. These federal regulations establish minimally acceptable requirements for financial accounting systems, cost standards, and reporting that must be maintained in order to administer a federally-funded project.

**Article 8. REPRESENTATIONS AND WARRANTIES**

Section 8.01 The CITY warrants and represents the following:

- (a) CITY has the power and authority to enter into this AGREEMENT; and

- (b) CITY has the authority to carry out its obligations under this AGREEMENT; and
- (c) No personnel of the CITY, any subcontractor of the CITY, nor to the CITY's knowledge, any public official, employee or member of the governing body of the particular locality where the PROJECT shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this 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 AGREEMENT. Any person who, prior to or after the execution of this AGREEMENT, acquires any such personal monetary interest, involuntarily or voluntarily, shall immediately disclose his interest to the ORDC in writing. Thereafter, such person shall not participate in any action affecting the work under this AGREEMENT unless the ORDC determines that, in light of the personal monetary interest disclosed, his participation in any such action would not be contrary to the public interest.

Section 8.02 The ORDC represents and warrants that it has the power and authority to enter into this AGREEMENT and to carry out its obligations under this AGREEMENT.

**Article 9. OUTSTANDING LIABILITIES:** The CITY affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any monies to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other monies to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

**Article 10. NOTICES:** 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 United States mail, registered or certified, return receipt requested, postage prepaid, or sent by electronic mail with delivery confirmation 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 the CITY:	ADDRESS
If to the ORDC:	Ohio Rail Development Commission 1980 West Broad Street, Mail Stop #3140 Columbus, Ohio 43223 Attention: Secretary-Treasurer
If to the CITY:	City of Findlay 318 Dorney Plaza Findlay, Ohio 45840 Attention: Safety-Service Director

**Article 11. INSURANCE, INDEMNIFICATION AND RELEASE:** This AGREEMENT is without force and effect until such time that the CITY demonstrates to the satisfaction of the



ORDC that it has commercial general liability insurance covering bodily and property insurance coverage, in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per each individual claim in regard to CITY's performance pursuant to this AGREEMENT. The CITY shall provide to the ORDC, within thirty (30) days of the effective date of this AGREEMENT, evidence of such coverage.

**Article 12. UNUSUAL CIRCUMSTANCES AFFECTING PERFORMANCE:** In the event that the CITY cannot meet any or all of the obligations placed upon it by the terms of this AGREEMENT, (1) the CITY shall immediately notify the ORDC in writing, and (2) the ORDC may, at its sole discretion, make reasonable efforts to assist the CITY in meeting its obligations under the AGREEMENT and If the CITY is unable to comply with its obligations under this AGREEMENT for a period no less than thirty (30) days, the CITY may seek modification in accordance with the procedures set forth in this AGREEMENT, including but not limited to, the extension of the term of this AGREEMENT. Such extension shall be within the sole discretion of the ORDC unless outside of the CITY's control.

**Article 13. CONTINGENCIES:** It is expressly understood by the parties that none of the rights, duties, and obligations described in this AGREEMENT shall be binding on any party until all statutory provisions of the ORC, including but not limited to Section 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 Section 127.16 of the ORC.

**Article 14. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS:** The CITY agrees to comply with all applicable federal, state, and local laws, regulations, executive orders, and applicable ODOT manuals and guidelines. CITY 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 CITY on the performance of the work authorized by this AGREEMENT.

Further, if the CITY has knowingly made a false statement to the ORDC to obtain these funds, the CITY shall be required to return all funds immediately pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to O.R.C. Section 9.66(C)(1). 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 O.R.C. Section 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.

**Article 16. ORDC DISCLAIMER:** The ORDC shall have not have or acquire any right, title or interest in the PROJECT or any materials therein by virtue of the providing of funds for the performance of this AGREEMENT.

**Article 17. THIRD PARTY BENEFICIARY:** It is specifically agreed between the parties executing this AGREEMENT that it is not intended by any of the provisions hereof or of any other document to create in the public, or any person whomsoever, a third party beneficiary, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries, property damage or for loss, damage or delay of cargo or shipment by reason of, or under the terms or provisions of, this AGREEMENT. The duties, obligations and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain solely as imposed by law.

**Article 18. DISPUTE RESOLUTION:** In the event the CITY desires clarification or explanation of, or disagrees with, any matter concerning the 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 ORDC. After review and consultation with the CITY, the ORDC shall decide the matter. If the dispute cannot be resolved, and the CITY has failed to comply materially with the terms and conditions of this AGREEMENT, then procedures for suspension and/or termination may be instituted as provided for under this AGREEMENT, or this matter may be submitted to a court of competent jurisdiction for final determination.

**Article 19. NONDISCRIMINATION:**

Section 18.01. In performing this AGREEMENT, the CITY 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 (40 years of age or older), genetic information, or sexual orientation. The CITY 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 (40 years of age or older), genetic information, or sexual orientation. The CITY 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.

**Article 20. REMEDIES:** No remedy herein conferred or reserved by the ORDC is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the AGREEMENT now or hereafter existing at law or in equity, which in any event shall not exceed the amount of the Funds.

**Article 21. NO WAIVER:** No delay or omission to exercise any right or option accruing to ORDC upon any breach by the CITY 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 the ORDC. Further, if any term, provision, covenant or condition contained in this AGREEMENT is breached by either party and thereafter such breach is waived in writing by the other party, such waivers shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**Article 22. CONSTRUCTION:** This 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.

**Article 23. FORUM AND VENUE:** All actions regarding this AGREEMENT shall be in a forum and venue in a court of competent subject matter jurisdiction in Franklin County, Ohio.

**Article 24. SEVERABILITY:** Whenever possible, each provision of this AGREEMENT shall be interpreted in such manners as to be effective and valid under applicable law, but if any provision of this 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 AGREEMENT.

**Article 25. ENTIRE AGREEMENT:** This AGREEMENT 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.

**Article 26. CAPTIONS:** The captions in this AGREEMENT are for the convenience of reference only and in no way define, limit or describe the scope or intent of this AGREEMENT or any part hereof and shall not be considered in any construction hereof.

**Article 27. ASSIGNMENT:** Neither this AGREEMENT, nor any rights, duties or obligations described herein, shall be assigned or subcontracted without the prior advance written consent of the ORDC, which shall not be unreasonably withheld. In the event the ORDC approves an assignment, each and all of the terms and conditions of this AGREEMENT shall extend to the benefit of the respective successors and assigns.

**Article 28. AMENDMENTS OR MODIFICATIONS:** Any party may at any time during the term of this AGREEMENT request amendment or modification. Requests for amendment or modification of this 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 AGREEMENT, then an amendment shall be drawn, approved, and executed in the same manner as this AGREEMENT.

**Article 29. EFFECTIVE DATE:** This AGREEMENT shall become effective on the date it is fully executed by all parties which will be termed the "effective date."

**Article 30. BUY OHIO/BUY AMERICAN PROVISIONS; OFFSHORE  
OUTSOURCING PROVISION:**

Section 30.01 The Grantee shall use its best efforts to purchase goods from other companies doing business in the State of Ohio, for the purpose of performing work under this AGREEMENT. Further, in the performance of the work contemplated under this AGREEMENT, the Grantee and all contractors, subcontractors, material men, or suppliers, shall use only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined,

produced, or manufactured, as the case may be, in the United States.

*Section 23.02* The Grantee affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this AGREEMENT.

Notwithstanding any other terms of this AGREEMENT, the Grantor reserves the right to recover any funds paid for services the Grantee performs outside the United States for which it did not receive a waiver from the Director of the Ohio Department of Administrative Services.

**Article 31. STATE PROPERTY DRUG-FREE WORKPLACE COMPLIANCE:** In accordance with applicable State and Federal laws, rules, and policy, the CITY shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the day and year first above written.

CITY:

City of Findlay

**ORDC:**

STATE OF OHIO  
OHIO RAIL DEVELOPMENT COMMISSION

BY:

PRINT NAME:

BY: RSJ  
PRINT NAME: PAUL SCHMEITZER

Matthew R. Dietrich,  
Executive Director

TITLE:

TITLE: SAFETY SERVICE DIRECTOR

DATE:

DATE: August 18, 2015

DATE:

DATE: July 24, 2015

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

Assistant Attorney General Alan H. Klodell

Date \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the day and year first above written.

**CITY:**

City of Findlay

**ORDC:**

STATE OF OHIO  
OHIO RAIL DEVELOPMENT COMMISSION

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Matthew R. Dietrich,  
Executive Director

DATE: \_\_\_\_\_

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



\_\_\_\_\_  
Assistant Attorney General Alan H. Klodell

Date 8/14/15



## Diagnostic Review Team Survey

Reason for Survey:

(e.g. formula, accident, constituent, etc.)

Formula Pick

Date:

5/16/14

### Location Data

Street or Road Name:

Lima Ave.

Route/Road Number  
(i.e. Twp., Co., SR or US)

US DOT No.:

476830U

County:

HAN

Township:

City:  
(In or Near)

City of Findlay

Railroad  
Name:

Norfolk Southern

Railroad  
Division:

Fort Wayne

Branch/Line  
Name:

Western Ave S.

Nearest RR

Timetable Station:

Findlay

RR Milepost:

58.05

(Include: Name - Organization - Phone Number - Email)

1. DON DAMRON ORDC 614 466 2509 don.damron@dot.state.oh.us
2. GEORGE MARTIN PUCO 614-752-9107
3. Eric Plapper ORDC 614-728-5426 eric.plapper@dot.state.oh.us
4. Elliott Ice City of Findlay 567-206-1431 eice@findlay.ohio.com
5. NASE HOY City of Findlay 419 524 7121 nhoy@findlay.ohio.com
6. PAUL SCHMELTZER " " pscsmeltzer@findlay.ohio.com
7. BRIAN SWITZER COOPER TIRE 419-722-5068 bmswitzer@cooper-tire.com
8. GENE RITCHIE " " 419-424-7303 meritchie@cooper-tire.com
9. ALLEN BELL NS 614-551-0750

### Existing Traffic Control Devices

Type of Warning Devices	Installed?		Quantity/Comments
Advance Warning Signs (condition?)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
'Stop' Signs	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
'Stop Ahead' Signs	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Pavement Markings (condition?)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	POOR CONDITION
Crossbucks	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	2-BUCKEYE X-BUCKS
Number of Tracks Signs	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	ONE TRACK
Inventory Tags	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Interconnected Highway Traffic Signal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Mast-Mounted Flashing Lights	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Cantilever Flashing Lights	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Number: Length:
Side Lights	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Automatic Gates	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Number: Length:
Bells	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Number:
Sidewalk Gate Arms	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
'No Turn' Signs	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Illumination	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Is crossing flagged by train crew?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	IND REP. SAYS "YES"; NS-"NO"
Other	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Safety Data (Obtain crash reports, if possible, prior to review)		
	Initial Information (from database)	Revised
Number & dates of crashes in previous 5 years	1 (12/15/2009)	
Hazard Ranking	212 Date Run: 4/9/14	
Railroad Data		
Railroad Characteristics	Initial Information (from database)	Revised
Total trains per day	1	
< 1 per day		
Day thru trains	0	
Night thru trains	0	
Daytime switching movements	1	ONE TRAIN - IN + OUT / DAY (SOMETIME MULTIPLE MOVES PER DAY)
Nighttime switching movements	0	
Total number of tracks	1	
Number of main tracks	0	
Number of other tracks	1	
Maximum train speed	10	
Typical train speed		
Amtrak		
If non-gated crossing, is clearing sight distance adequate in all quadrants? (See Table 1) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 10 MPH = 240'		
If multiple tracks, can two trains occupy crossing at the same time? <input type="checkbox"/> Yes <input type="checkbox"/> No NA		
Can one train block the motorists' view of another train at crossing? <input type="checkbox"/> Yes (Explain below) <input type="checkbox"/> No		
Can one or more tracks be eliminated through the crossing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Are there other track(s) crossing this same roadway within 100 ft of this crossing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, Crossing DOT # (if different) _____		
If yes, distance _____ (take measurement between track centerlines at closest point along roadway)		
Roadway Data		
Local Highway Authority: City of Findlay		
Roadway Characteristics	Initial Information (from database)	Revised
Average daily traffic	6632 (2012)	
Highway paved	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Roadway Surface: Blacktop <input checked="" type="checkbox"/> Gravel <input type="checkbox"/> Concrete <input type="checkbox"/> Other _____		
Roadway width: 36 ft 12' LANES		
Number of highway lanes		
Urban or Rural		
Vehicle Speed: 35 MPH / 25 MPH		
School Bus Operation: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Amount 3-4 AM + PM		
Hazardous Materials Trucks: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Amount COOPER TIRE = OILS ETC		
Shoulders: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes CURB + GUTTER		
Is the shoulder surfaced? <input type="checkbox"/> No <input type="checkbox"/> Yes		
Is there existing guardrail along roadway in crossing vicinity? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
Is stopping site distance adequate? (See Table 2) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, deficient approach(es) _____		



Quadrant <u>SW</u> Curb and Gutter: <input checked="" type="checkbox"/> Functional (Curb height = 4" or more) <input type="checkbox"/> Non-functional (Curb height = Less than 4") <input type="checkbox"/> None	Quadrant <u>NE</u> Curb and Gutter: <input checked="" type="checkbox"/> Functional (Curb height = 4" or more) <input type="checkbox"/> Non-functional (Curb height = Less than 4") <input type="checkbox"/> None
Pedestrians: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
Is sidewalk present? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
Is there a nearby intersection that could cause queuing over the crossing? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, <u>TRAFFIC SIGNAL IS AT CROSSING.</u> Distance <u>ADJACENT TRAFFIC SIGNALS ARE NOT INTERCONNECTED.</u> Is this intersection signalized? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Are the signals currently interconnected with the existing crossing warning devices? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Is there a 'Do not Stop on Track' sign? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
Is a roadway improvement project (e.g. widening, turn lanes, nearby new or upgraded traffic signal, sidewalk) planned at or near this location in the foreseeable future? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, Improvement type <u>(2015) PAVING THIS YR</u> Lead Agency <u>CITY OF FINDLAY</u> Timeline/completion <u>2015</u>	
Is it the consensus of the Diagnostic Review Team that this is a potential closure project: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Explain reasons:	
Type of Development	
<input type="checkbox"/> Open Space <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Residential <input type="checkbox"/> Institutional <input checked="" type="checkbox"/> Commercial	Location of nearby schools: <u>WITHIN 1/2 MILE.</u>
Utility Information	
Is commercial power available? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Utility Provider (Company Name) <u>AEP</u> Phone Number _____ Nearest Available Power Source <u>AT SITE.</u>	
What other utilities are present? (add locations to sketch) <input type="checkbox"/> Gas <input type="checkbox"/> Cable <input type="checkbox"/> Telephone <input type="checkbox"/> Fiber Optic Cable <input type="checkbox"/> Petroleum <input type="checkbox"/> Water <input type="checkbox"/> Sanitary Sewer <input type="checkbox"/> Other _____	
Is(are) there potential utility conflict(s) <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown	
Comments: <u>A VARIETY OF UTILITIES ARE LOCATED AT CROSSING.</u> <u>LOCATION OF U.G UTILITIES UNKNOWN.</u>	

## Potential Red Flags / Project Challenges

Traffic Signal Preemption (include traffic signal intersection name and LHA with jurisdiction over traffic signal, if known):

GATE MECHANISM MASTS WERE ARE NOT APPROPRIATE  
AT THIS LOCATION - SPACE IS LIMITED. UPGRADE  
REQUIRES A TRAFFIC LIGHT SOLUTION

Crossing Consolidation or Closure:

NA

Real Estate or ROW: ROW IS LIMITED.

SITE IS CONSTRAINED AS TRACK IS  
ADJACENT TO CURB ON WESTERN AVE

Culverts / Drainage / Ballast Conditions:

NA

Roadway and/or Sidewalks:

NEW CROSSING SURFACE INSTALLED BY NS.  
CITY TO PROVIDE UPDATED TRAFFIC COUNTS.

Circuitry (e.g. reaches out to other crossings, specific needs, etc.):

REQUIRES INTERCONNECTION WITH TRAFFIC  
SIGNAL.

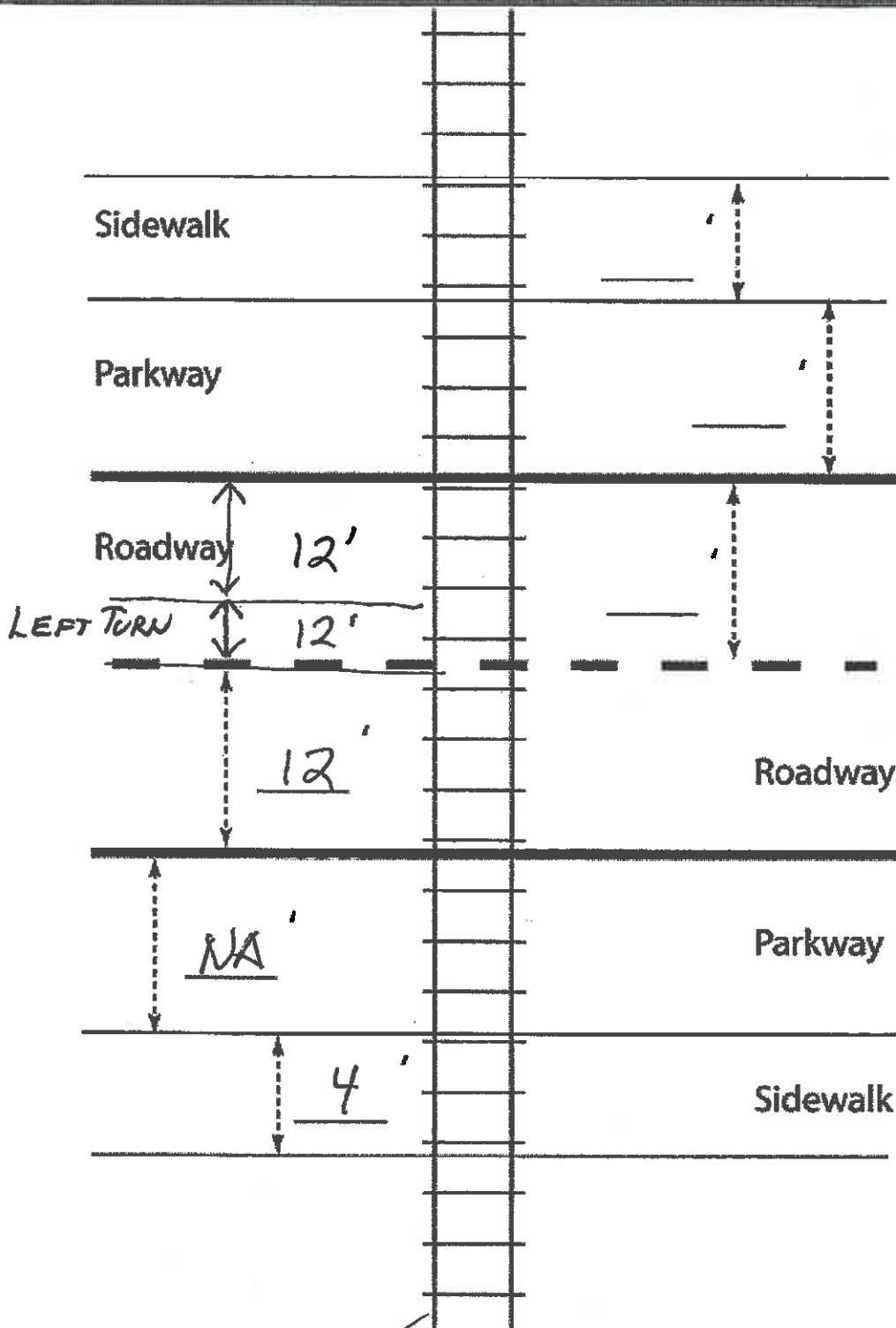
Environmental:

Other:

Diagnostic Team Recommendations	
<input checked="" type="checkbox"/> Install/upgrade active devices	Quadrants Needed
<input type="checkbox"/> Automatic Flashing Lights (AFLS)	
<input type="checkbox"/> AFLS / Cants	
<input type="checkbox"/> AFLS / Gates	
<input type="checkbox"/> AFLS / Gates / Cants	
<input type="checkbox"/> Bells / number	
<input type="checkbox"/> Upgrade circuitry / type	
<input type="checkbox"/> Sidelights	
<input type="checkbox"/> Guardrail Needed	
<input type="checkbox"/> Install/Replace curb	
<input type="checkbox"/> Bungalow placement & offset from rail & highway	
<input checked="" type="checkbox"/> Other (define)	
Comments: <b>CONSENSUS OF TEAM: "EXPLORE TRAFFIC LIGHT SOLUTION"</b> • <b>UTILIZE UPGRADED TRAFFIC LIGHT AS RR CROSSING WARNING DEVICE.</b> • <b>CREATE INTERCONNECTION / PRE EMPTION</b>	
<input checked="" type="checkbox"/> Install/upgrade traffic signal preemption	
<input type="checkbox"/> No improvements needed	
<input type="checkbox"/> Other (define)	
Acknowledgement of Recommendations (each entity represented at the diagnostic must have at least one signature acknowledgement): <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">   [unclear]  [unclear] </div> <div style="text-align: center;">   [unclear]  [unclear] </div> </div>	

**\* UPGRADE INSTALL TRAFFIC LIGHTS TO IMPROVE PRE-VIEW FOR EAST-BOUND TRAFFIC.**

# Field Dimensions



Show North Direction

Crossing Angle ☐ 0-29° ☐ 30-59° ☒ 60-90° Measured in SW Quadrant?

Measurements by: DTD

Include utilities as marked by OUPS and LHA; include ROW boundaries as indicated by railroad and LHA.

[illegible]

Sketch by: RJD 9-22-13

TABLE 1

## Clearing Sight Distances

Maximum Authorized Train Speed	Distance (dT) Along Railroad from Crossing (ft)
1 - 10	240
15	360
20	480
25	600
30	720
35	840
40	960
45	1080
50	1200
55	1320
60	1440
65	1560
70	1680
75	1800
80	1920
85	2040
90	2160

Source: R-H Grade Crossing Handbook Table 36 (pp. 132-133)

## Notes:

All calculated distances are rounded up to the next higher 5-foot increment.

Distances Indicated are for 65-ft double bottom semi-tractor trailers and level single track 90 degree crossings; and may need to be adjusted for multiple tracks, skewed crossings or approaches on grades.

Clearing Sight Distance is to be measured in each vehicle travel direction at non-gated crossings as viewed from a point 25 feet from centerline of nearest track in the center of whichever travel lane is nearest the direction along track being measured.

Table 2

## Stopping Sight Distances

Highway Vehicle Speed	Distance (dH) Along Roadway from Crossing (ft)
0	n/a
5	50
10	70
15	105
20	135
25	180
30	225
35	280
40	340
45	410
50	490
55	570
60	660
65	760
70	865

Source: R-H Grade Crossing Handbook Table 36 (pp. 132-133)

## Notes:

All calculated distances are rounded up to the next higher 5-foot increment.

Distances indicated are for 65-ft double bottom semi-tractor trailers on dry level pavements.

Stopping Sight Distance is to be measured on each roadway approach to crossing from stop bar.

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**9/14/2017 3:14:26 PM**

**in**

**Case No(s). 17-1988-RR-FED**

Summary: Application In the Matter of a Request to Install Traffic Preemption at the Norfolk Southern Grade Crossing, DOT# 476-830U, on Lima Avenue in Hancock County, Ohio.  
electronically filed by Mrs. Jill A Henry on behalf of PUCO/Rail Division