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Public Utilities Commission of
Ohio

Memo

PUCO

To: Docketing Division

From: Bonnie J Johrendt, Grade Crossing Planner

Date: March 14, 2007

RE: CSX Consolidation Project, PUCO Case No. 07- 282 -RR-STP,
TWP 204/Baker Rd. (513-780V) and Hale Street (513-785E), Hale Township and the village of
Ridgeway.

Attached is a copy of the Subsidy Stipulation outlining the **Consolidation Project** at the above-mentioned locations. Please, assign a case number in this matter; docket this document and record the parties of record.

A suggested case coding and heading would be as follows:

PUCO Case No. 07- 282 - RR - STP --

In the matter of a request for the upgrade of the warning devices at the CSX grade crossing Hale Street (513-785E)) in the Village of Ridgeway and the closure of the CSX grade crossing TWP 204/Baker Rd. in Hale Township.

The Commission's rail staff has reviewed this document, and has determined it to be in order. It is, therefore, recommended that the legal staff proceed with an Entry adopting this Subsidy Stipulation and directing CSX Transportation to file the plans and estimates for these within 90 days with an in-service deadline in 12 months.

Docketing Division
Page Two
March 14, 2007

Parties of record will be:

RAILROAD: Mr. Mel McNichols
Principal Engineer – Public Projects
CSX Transportation
500 Water Street J-301
Jacksonville, FL 32202
904-359-1158 FAX 904-366-4042
E-mail: Mel_McNichols@csx.com

VILLAGE: The Honorable Heidi Coleman
Mayor, Village of Ridgeway
103 North Main Street
Ridgeway, Ohio 43345

TWONSHIP: Hale Township
310 West Mansfield Road
Mount Victory, Ohio 43340
937-354-3994

C: PUCO Legal
File

BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of a Request for the :
installation of Active Warning Devices at :
the 5th Street Highway-railroad Grade : Case No.07- 282 -RR-STP
Crossing in Marysville, Union County. :

SUBSIDY STIPULATION

THIS SUBSIDY STIPULATION is entered into on this _____ day of _____, 2007 by and among the Public Utilities Commission of Ohio Railroad Staff ("PUCO Staff"), CSX Transportation ("Railroad"), Ohio Rail Development Commission Staff ("ORDC Staff"), and the City of Marysville (LHA).

WITNESSETH:

WHEREAS, Rule 4901-1-30 of the Ohio Administrative Code provides that any two or more parties to a proceeding may enter into a written or oral stipulation concerning the issues presented in such proceeding; and

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 Section 4905.04; and

WHEREAS, the PUCO is responsible for evaluating public highway-railroad grade crossings to determine the need for upgrading the warning devices and apportioning the costs thereof pursuant to Ohio Revised Code 4907.471;

WHEREAS, the PUCO is responsible for the administration and implementation of the State Grade Crossing Protection Fund pursuant to help defray the public's share of costs to install or modernize warning devices at Ohio's Highway-railroad grade crossings;

WHEREAS, the parties hereto propose to facilitate the upgrade identified in this Subsidy Stipulation in manner approved by the PUCO/ORDC in accordance with the Federal Aid Policy Guide ("FAPG") and applicable provisions of Title 23 of the United States Code pursuant to the terms hereof; and

WHEREAS, the parties hereto believe this Subsidy Stipulation to be reasonable and entitled to careful consideration by the PUCO;

WHEREAS, the parties hereby declare it to be in the public interest that they jointly and fully participate in this Subsidy Stipulation to facilitate the upgrade in accordance with plans, specifications, and estimates to be approved by the PUCO Staff and ORDC Staff.

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

WHEREAS, the Railroad, the Village, the Township, and the PUCO without making any admission of any kind, desire to provide for the closure and the upgrade of the active warning devices (Project) at the identified grade crossings.

WHEREAS, the parties hereto propose the PUCO issue an Order, directing the completion of this Project pursuant to the terms of this Subsidy Stipulation;

WHEREAS, the parties hereto believe this Subsidy Stipulation to be reasonable and entitles careful consideration by the PUCO;

WHEREAS, the Railroad, the Village, the Township, and the PUCO hereby declare it to be in the public interest that they jointly and fully participate in the Subsidy Stipulation to facilitate the construction of certain traffic control and other safety-related improvements made necessary by the permanent closure of TWP 204/Baker Rd. grade crossing (AAR-DOT # 513-780V) to vehicular traffic and upgrade of the warning devices at Hale Street (AAR-DOT# 513-785E), Hardin County;

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

I. PURPOSE

This Subsidy Stipulation is a joint collaboration by the Railroad, the Village, the Township, and the PUCO to promote the public health and safety in Hale Township and the Village of Ridgeway, Ohio, because of the presence of a double mainline track, and the 60 mph at which trains may lawfully travel through the Village and Township. Overall, the goal of promoting the health and safety is furthered through closure of the Township Road 204 grade crossing.

II. CROSSING CLOSURE

Hale Township agrees to permanently close, to all vehicular traffic of any kind, and to construct T-turnarounds on each side of the grade crossing located at the intersection of TWP 204/Baker Rd. (AAR-DOT# 513-780V), and the CSX track.

Hale Township acknowledges that closure of the aforementioned TWP 204 public grade crossing will further the public safety without unreasonable inconvenience to the public, and that vehicular traffic may be easily diverted to other roads. Following receipt of public input, Hale Township has enacted Resolution No. 3-A-2006, the form and substance of which is acceptable to the PUCO.

III. IMPROVEMENTS

The improvements covered by this stipulation include an upgrade of warning devices at the Hale Street (513-785E) grade crossing, closure of TWP 204/Baker Road (513-780V), and the construction of T-turnarounds made necessary by the closure (collectively the Improvements). In consideration of the permanent closure of the aforementioned TWP 204 public grade crossing, the PUCO and CSX agree to share in the funding of certain safety-related Improvements. The parties to this stipulation believe that these measures, which include construction of T-turnarounds, closure at the grade crossing of TWP 204 and the installation of active warning devices at Hale Street, promote

efficient traffic flow for the public, including for fire, police, and emergency response vehicles on CSX tracks. The following Improvements and funding breakdown have been identified and agreed upon by representatives from the PUCO's Railroad Division, the Railroad, the Village, and the Township:

	<u>Grade Crossing</u>	<u>Railroad</u>	<u>PUCO</u>	<u>TOWNSHIP</u>
Improvements	Hale Street (513-785E)	20% of total <i>plus on-going maintenance of the warning devices</i>	80% of total	0% of total

The PUCO has agreed to provide funds from the State Grade Crossing Protection Fund, pursuant to Ohio Rev. Code 4907.472, to cover that portion of the Improvement costs to be borne by the PUCO proposed above. The actual respective dollar amounts, which the Railroad and the PUCO shall bear, will be based upon the actual costs approved by the PUCO Staff and incurred by the Railroad and the Township for these improvements.

The Railroad and the PUCO agree to share in the funding of the safety Improvements. Under this Subsidy Stipulation, the Township shall bear all costs associated with construction of the T-turnarounds at TWP 204. However, the PUCO (80%) eighty percent and CSX Transportation (20%) twenty percent shall be legally bound to reimburse the Township upon proper application by the Township, consistent with the terms of this Subsidy Stipulation and in accordance with all applicable state regulations.

The Township may final bill the PUCO and the Railroad by invoice covering the actual cost and showing all details and which shall be submitted within ninety (90) days after completion of the T-turnarounds. The PUCO and Railroad shall pay within sixty (60) days after receipt thereof, except that PUCO may hold a retainer on all bills not to exceed eight percent (8%) until final payment. The PUCO and the Railroad shall make final payment for all amounts due the Township within ninety (90) days after a final inspection has been performed and approved by the PUCO Staff.

Furthermore, the Railroad shall be responsible for initially paying all of the actual costs to upgrade the warning devices and closure projects identified above. However, the PUCO (80%) eighty percent shall be legally bound to reimburse the Railroad upon proper application by the Railroad, consistent with the terms of this Subsidy Stipulation and in accordance with all applicable state regulations. In the event of a controversy as to the eligibility for reimbursement of any costs incurred by the Railroad under this Subsidy Stipulation, the decision of the PUCO shall be final.

The Railroad may bill the PUCO monthly or periodically when its cost incurred exceeds \$1,000.00. The bill form shall be acceptable to the PUCO. A final bill covering actual costs and showing all details shall be submitted within ninety (90) days after completion of, the Improvements, the PUCO shall pay all bills within sixty (60) days after receipt thereof, except that PUCO may hold a retainer on all bills not to exceed eight percent (8%) until final payment. Final payment for all amounts due the Railroad shall be made by the PUCO within sixty (60) days after a final audit has been performed and approved by the PUCO.

All plans, specifications, estimates of cost, acceptance of work, and procedures in general, to facilitate the construction of the safety improvements, shall conform in all respects to federal laws, rules, regulations, orders, and approvals applicable to State Aid projects.

No construction requiring reimbursement under this Subsidy Stipulation shall be commenced

until all of the following have occurred: (1) this Subsidy Stipulation shall have been approved by the PUCO; (2) all financial obligations of the PUCO, as provided for in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code and shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the PUCO; (3) Order of the Commission; and (4) the Railroad and the Township has been notified by the PUCO to proceed with construction of the safety improvements. Work on the improvements shall commence within 30 days of the occurrence of events (1), (2), (3) and (4) described herein. Said work shall be pursued diligently by the Railroad and Township until completed.

The Village shall furnish advance warning signs and pavement markings as specified in the Manual on Uniform Traffic Control Devices (MUTCD) and shall assume all cost to maintain such signage and markings in the future at the Hale Street (513-785E) grade crossing. The Village shall arrange for the relocation, rearrangement or alteration of all utilities of any nature, which are located on public right-of-way, and which will affect by or interfere with the construction of the said Project. Said relocation, rearrangement or alteration will be done at such time as requested by the PUCO and will be performed solely at the expense of the utility and at no cost to this Project or the Railroad.

IV. NOTIFICATION

All notices, consents, demands, requests and other communications which may or are required to be given by the Railroad 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 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.

PUCO: Public Utilities Commission of Ohio
Transportation Department
180 East Broad Street
Columbus, Ohio 43215-3793
(614) 466-0435 FAX (614) 752-8349
E-mail: Bonnie.Johrendt@puc.state.oh.us

VILLAGE: Village of Ridgeway
Mayor, Heidi Coleman
103 N. Main Street
Ridgeway, Ohio 43345

TOWNSHIP: Hale Township
Fiscal Officer, Pamela K. Arnold
310 W. Mansfield Road
Mount Victory, Ohio 43340
Contact, Ron Cronley
(937) 354-3994

The Railroad shall furnish notification to the PUCO, the Township and the Village at least five (5) working days prior to the date work is scheduled to start at the project site so arrangements can be made for inspections.

The Railroad shall also notify the PUCO of any stoppage and resumption of the work activity, and the reasons thereof, and the date this project is completed.

The Railroad shall furnish written or FAX notification to the Township and/or the Village at least fourteen (14) working days prior to starting any work requiring the establishment of a detour for highway traffic.

The Railroad shall notify the PUCO of any changes in the scope of work, cost overruns, materials, etc., which are not in the approved plans and estimates and secure approval of it before the work is performed.

The Railroad shall notify the PUCO to arrange for inspections before the upgrade is placed into service.

V. TERMINATION

Said Subsidy Stipulation shall terminate at the end of the present biennium, June 30, 2007. If construction covered under this Subsidy Stipulation is not completed by that date, it is the expressed intention of the parties to renew this Subsidy Stipulation on each successive biennium period until such time as all work contemplated under this Subsidy Stipulation has been satisfactorily completed. If it appears to the PUCO that the Railroad has failed to perform satisfactorily any requirements of this Subsidy Stipulation, or if the Railroad is in violation of any provision of this Subsidy Stipulation, or upon just cause, the PUCO may:

(a) Terminate this Subsidy Stipulation after providing the Railroad with written notice, in accordance with the notice provisions of this Subsidy Stipulation, of its failure to perform satisfactorily any requirement of this Subsidy Stipulation (the "Notice"), which shall provide the Railroad with a thirty (30) day period to cure any and all defaults under this Subsidy Stipulation; or

(b) Immediately terminate this Subsidy Stipulation. During the thirty (30) day cure period, the Railroad shall incur only those obligations or expenditures, which are necessary to enable the Railroad to achieve compliance as, set forth in the Notice. If it is determined that the Railroad cannot cure its default, the Railroad shall immediately cease work under this Subsidy Stipulation, take all necessary or appropriate steps to limit disbursement and minimize cost, and the Railroad shall 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 the PUCO shall deem pertinent.

This Subsidy Stipulation and any renewal thereof is subject to the determination by the PUCO that sufficient funds and the authority to spend funds have been provided by the Ohio General Assembly to the PUCO for the purposes of this Subsidy Stipulation and to the certification of funds by the Office of Budget and Management as required by the Ohio Revised Code, Section 126.07. If PUCO determines that sufficient funds have not been appropriated for the purposes of this Subsidy Stipulation, or if the Office of Budget and Management fail to certify the availability of funds, this Subsidy Stipulation shall be terminated.

VI. REPRESENTATIONS AND WARRANTIES

A. RAILROAD: The Railroad represents and warrants the following:

- (1) That it has the requisite authority to enter into this Subsidy Stipulation; and
- (2) That it has the authority to fully carry out its obligations under this Subsidy Stipulation;
and
- (3) No personnel of the Railroad, any subcontractor of the Railroad, public official, employee or member of the governing body of the particular locality where this Subsidy Stipulation shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Subsidy Stipulation, 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 Stipulation. Any person, who, prior to or after the execution of this Subsidy Stipulation, acquires any personal monetary interest, involuntarily or voluntarily, shall immediately disclose his interest to the PUCO in writing. Thereafter, such person shall not participate in any action affecting the work under this Subsidy Stipulation unless the PUCO 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. PUCO: PUCO represents and warrants that it has the requisite authority to enter into this Subsidy Stipulation and to fully carry out its obligations under the terms of this Subsidy Stipulation.

VII. OHIO ETHICS LAW REQUIREMENTS

Railroad affirms that it is not in violation of Ohio Revised Code § 102.04, as that section is applicable to this Subsidy Stipulation and the Railroad.

VIII. FALSIFICATION OF INFORMATION

The Railroad affirmatively covenants that it has made no false statements to the PUCO in the process of obtaining this grant of funds. If the Railroad have knowingly made a false statement to the PUCO to obtain this grant of funds, the Railroad shall be required to return all funds immediately pursuant to Ohio Revised Code 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.

IX. EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Ohio Revised Code Section 125.111, the Railroad agrees that the Railroad, any subcontractor, and any person acting on behalf of the Railroad or subcontractor, shall not

discriminate, by reason of race, color, religion, sex, age, disability, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Subsidy Stipulation. The Railroad further agrees that the contractor and any subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Subsidy Stipulation on account of race, color, religion, sex, age, disability, national origin or ancestry. The Railroad represents that it has a written affirmative action program for the employment and effective utilization of disadvantaged persons and will file a description of that program and a progress report on its implementation, annually, with the Ohio Civil Rights Commission and the minority business development office.

X. DRUG FREE WORKPLACE

For any work under this Subsidy Stipulation that is performed on government property, the Railroad shall enforce its policy that its employees, while engaged in such work, shall not purchase, transfer, and use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XI. HOLD HARMLESS PROVISION

The Railroad covenants and agrees to indemnify and the PUCO and their 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 Stipulation and caused by the Railroad's negligent, intentional, willful or wanton actions or inactions, or such actions or omissions by any subcontractors that may be hired by the Railroad under this Subsidy Stipulation.

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

XII. PUCO ORDER

The Parties hereto agree that this Subsidy Stipulation does not represent any admission of liability on the part of any party hereto, nor does it necessarily reflect the positions that the parties would have taken had this case been litigated before the PUCO. If the PUCO rejects all or any part of this Subsidy Stipulation, any party may, in writing submitted within ten days of the PUCO'S Order, elect to withdraw its consent to the agreement, in which event this Subsidy Stipulation shall be deemed a nullity, and shall not constitute any part of the record in this proceeding. This Subsidy Stipulation shall not be used for any purpose whatsoever by any party hereto, in any other proceeding.

The undersigned respectfully join in recommending that the PUCO issue an Order approving and adopting this Subsidy Stipulation in accordance with the terms set forth herein.

This Subsidy Stipulation 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.

XIII. UNUSUAL CIRCUMSTANCES AFFECTING PERFORMANCE

In the event that the Railroad cannot meet any or all of the obligations placed upon it by the terms of this Subsidy Stipulation, (1) the Railroad shall immediately notify the PUCO in writing, and (2) the PUCO may, at its sole discretion, make reasonable efforts to assist the Railroad in meeting its obligations under this Subsidy Stipulation. Any revisions to this Subsidy Stipulation shall be made in writing and agreed upon by all parties. Any such revision must be approved and adopted by an Order issued by the PUCO.

If the Railroad is unable to complete this Project and activate the automatic warning devices within the time period set forth in the Order issued by the PUCO, the Railroad must request an extension of time to complete this Project and activate the devices. Any railroad making a request for an extension of time up to 30 days to complete a railroad crossing improvement project, must file in Docketing at least five working days in advance of the scheduled deadline. The PUCO's attorney may grant extensions for up to 30 days. Any Railroad making a request for an extension in excess of 30 days, must file in Docketing at least ten working days in advance of the scheduled deadline. In all such cases, the request will be considered and decided by the PUCO's Commissioners. No request for an extension of time to complete a project will be considered unless it is received prior to the completion date previously established by the PUCO and unless the reasons for the request are clearly set forth therein.

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

The Railroad agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. The 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 the Railroad on the performance of the work authorized by this Subsidy Stipulation.

XV. DISPUTE RESOLUTION

In the event the Railroad desires clarification or explanation of, or disagrees with, any matter concerning this Subsidy Stipulation, or the interpretation or application of all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to the PUCO. After review and consultation with the Railroad, the PUCO shall decide the matter. If the dispute cannot be resolved, the Railroad may file a petition or request with the PUCO for formal resolution of the matter in dispute. Any appeal from the decision of the PUCO rendered in response to a petition or request as filed above, must be in accordance with Rule 4901-1-35, Ohio Administrative Code.

XVI. NO WAIVER

No delay or omission to exercise any right or option accruing to the PUCO upon any breach by the 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 the PUCO.

Further, if any term, provision, covenant or condition contained in this Subsidy Stipulation 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.

XVII. CONSTRUCTION

The laws of the State of Ohio as to all matters shall govern this Subsidy Stipulation, including but not limited to, matters of validity, construction, effect, and performance.

XVIII. FORUM AND VENUE

All actions regarding this Subsidy Stipulation shall be forumed and venue in a court of competent subject matter jurisdiction in Franklin County, Ohio.

XIX. SEVERABILITY

Whenever possible, each provision of this Subsidy Stipulation shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Subsidy Stipulation 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 Stipulation.

XX. ENTIRE STIPULATION

This Subsidy Stipulation 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.

XXI. CAPTIONS

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

XXII. AMENDMENTS OR MODIFICATIONS

Any party may at any time during the term of this Subsidy Stipulation request amendment or modification. Requests for amendment or modification of this Subsidy Stipulation 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 Stipulation, and then an amendment shall be drawn, approved, and executed in the same manner as this Subsidy Stipulation.

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

CSX TRANSPORTATION

By _____

Print Name: _____

Title: _____

Date: _____

VILLAGE OF RIDGEWAY

By _____

Print Name: _____

Title: _____

Date: _____

**STAFF OF THE PUBLIC UTILITIES
OF OHIO**

By: _____

Robert E. Marvin, Director,

Transportation Department

Date: _____

HALE TOWNSHIP

By: Ronald E. Cronley

Print: Ronald E. Cronley

Title: Chairman

Date: 10-2-06

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

CSX TRANSPORTATION

By _____

Print Name: _____

Title: _____

Date: _____

VILLAGE OF RIDGEWAY

By Robert O Kelly

Print Name: Robert O Kelly

Title: Mayor

Date: 10/10/06

**STAFF OF THE PUBLIC UTILITIES
OF OHIO**

By: _____

Robert E. Marvin, Director,

Transportation Department

Date: _____

HALE TOWNSHIP

By: _____

Print: _____

Title: _____

Date: _____

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

CSX TRANSPORTATION

By 

Print Name: **Eric G. Peterson**
ASST. CHIEF ENGINEER

Title: **PUBLIC PROJECTS**

Date: 3/12/07

VILLAGE OF RIDGEWAY


By _____

Print Name: _____

Title: _____

Date: _____

**STAFF OF THE PUBLIC UTILITIES
OF OHIO**

By: 

Deputy Director
Robert E. Marvin, Director,

Transportation Department

Date: 3-13-07

HALE TOWNSHIP

By: _____

Print: _____

Title: _____

Date: _____