

Memo

To: Docketing Division
From: Jill Henry, Rail Specialist, Rail Division
Cc: PUCO Legal Department
Date: 3/14/14

(Handwritten initials)

RECEIVED-DOCKETING DIV
2014 MAR 14 PM 3:28
PUCO

Re: PUCO Case No. 14-0425 -RR-STP- In the matter of a request for a consolidation project in the Village of Columbus Grove, Putnam County, Ohio.

On February 26, 2014, Commission Staff (PUCO), the Ohio Rail Development Commission (ORDC), CSX Transportation, Inc. (CSX), and the Village of Columbus Grove (LHA) entered into a letter agreement (attached) whereby active grade crossing warning devices would be installed at Pearl Street (DOT#155-707J) and Broadway Street (DOT#155-709X) and the crossing at Maple Street (DOT#155-708R) would be permanently closed.

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. 14- -RR-STP- In the matter of a request for a consolidation project in the Village of Columbus Grove, Putnam County, Ohio.

The costs of the Project shall be apportioned between the PUCO, ORDC, the LHA, and CSX, as follows:

- PUCO:** 90% of the light and gate installation projects for Pearl Street and Broadway Street.
- ORDC:** 10% of the light and gate installation projects for Pearl Street and Broadway Street.
Up to \$4,000 for the removal of roadway surface and guardrail installation at Maple Street.
- LHA:** Any costs exceeding \$4,000 for the removal of roadway surface and guardrail installation at Maple Street.
- CSX:** Costs to remove crossing surface and warning devices at Maple Street.
\$60,000 towards costs for the realignment of Maple Street.

Staff has reviewed this document and has determined it to be in order. Staff requests an Entry adopting the attached letter agreement and directing CSX to submit plans and estimates to the Commission within 90 days and to complete the upgrades within one year. Upon approval of the plans and estimates by the PUCO construction may commence.

Please serve the following parties of record:

Ms. Amanda DeCesare
Project Manager- Public Projects
CSX Transportation, Inc.
171 Dixie Highway, Suite 400
Fort Wright, KY 41011

Mr. Jeff Vance
Village Administrator
Village of Columbus Grove
113 E. Sycamore Street
Columbus Grove, OH 45830



OHIO RAIL DEVELOPMENT COMMISSION

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

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

February 7, 2014

Ms. Amanda DeCesare
CSX Transportation
Project Manager – Public Projects
1717 Dixie Highway
Suite 400
Fort Wright, KY 41011

Mr. Jeff Vance
Village Administrator
Village of Columbus Grove
113 E. Sycamore
Columbus Grove, Ohio 45830

Subject: Grade Crossing Consolidation: Closure and Warning Device Modifications
Putnam County, Village of Columbus Grove, PID 97343
Closure: Maple Street, DOT# 155-708R
Modifications: Pearl Street, DOT# 155-707J, and Broadway Street, DOT# 155-709X

Dear Ms. DeCesare and Mr. Vance:

A diagnostic review was conducted at the Pearl Street grade crossing on 11/9/2012, attended by representatives of Village of Columbus Grove ("VILLAGE"), CSX Transportation ("CSX"), Public Utilities Commission of Ohio ("PUCO") and Ohio Rail Development Commission ("ORDC"). Following the diagnostic review and discussions between the parties a consolidation project was proposed.

Subsequently the VILLAGE agreed to the closure of Maple Street with modifications at the Pearl Street and Broadway Street crossings and incentives from CSX. Following receipt of public input, the VILLAGE has enacted an Ordinance number 2013-10, dated November 25, 2013, that expresses its commitment to this action, the form and substance of which are acceptable to ORDC and PUCO.

This Letter Agreement sets forth the scope of work for the project, hereinafter referred to as the "PROJECT," and the understanding of all parties.

PROJECT shall be completed in compliance with Agreement No. 17427, dated May 3, 2013, entered into by the State of Ohio and CSX Transportation (CSX) attached and incorporated as if fully rewritten herein. VILLAGE agrees to meet the provisions of Agreement Number 17450 as they pertain to any work to be performed or caused to be performed by the VILLAGE unless otherwise provided for in this Letter Agreement.

The work to be performed and cost allocations for the PROJECT is as follows:

Highway ID	DOT #	Modifications
Pearl Street	155-707J	Installation of Flashing Lights and Roadway Gates
Broadway Street	155-709X	Installation of Flashing Lights and Roadway Gates
Maple Street	155-708R	Permanent closure of the roadway to all vehicular and pedestrian traffic of any kind



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The Modifications to the Pearl and Broadway Streets warning devices will be borne ten percent (10%) by ORDC using federal funds and ninety percent (90%) by PUCO using state funds. The total actual cost of these Modifications borne by the ORDC shall not be greater than sixty thousand dollars (\$60,000.00) without prior written authorization. Additional costs must be approved in writing by the ORDC prior to being incurred. The total amount of costs incurred by the PUCO shall be paid for from the State Grade Crossing Protection Fund per ORC§4907.472 to help defray the public's share of costs for this project. The actual respective dollar amount, which the PUCO shall bear, will be based upon actual costs incurred by CSX for this project.

The closure of the Maple Street crossing shall be undertaken by the VILLAGE and CSX. The VILLAGE shall install guardrails on each side of the tracks, at the grade crossing to be closed. This work must be completed within ninety (90) days of a Construction Authorization being issued by ORDC. Construction Authorization will be issued upon the completion of the installation of flashing lights and roadway gates at Pearl and Broadway Street grade crossings. The guardrails shall be in conformance with the Manual on Uniform Traffic Control Devices ("MUTCD"). The VILLAGE may close the crossing prior to the completion of the light and gate installation provided it receives written approval from ORDC. The VILLAGE is responsible to notify fire, police, emergency services and local school prior to any road closures and detours.

The application of barricades on public right of way at the CSX right-of-way and removal of roadway surface approaching the closed Maple Street crossing may be accomplished by VILLAGE forces or contracted out by the VILLAGE. Appropriate MUTCD signage shall be installed by the VILLAGE in conjunction with the guardrails. The cost of this work shall be on a reimbursement basis from ORDC to VILLAGE and is limited to \$4,000.00.

The VILLAGE shall remove the advance warning signs and pavement markings from the crossing to be closed. The actual costs for the removal of advance warning signs and pavement markings for the grade crossings to be closed will be borne one hundred percent (100%) by the VILLAGE.

CSX shall remove all pavements from the crossing area within CSX right-of-way and remove all existing warning devices from the crossing to be closed. The actual costs for the removal of warning devices at the grade crossing to be closed will be borne one hundred percent (100%) by CSX.

In addition CSX will make a one-time incentive payment of sixty thousand dollars (\$60,000.00) to the VILLAGE as a result of the closure and to compensate for the roadway modification expenses. CSX shall issue the \$60,000.00 payment to the VILLAGE following the permanent closure of the Maple Street crossing unless otherwise agreed between the VILLAGE and CSX. The VILLAGE may use these funds for any purpose.

In total the actual costs to be borne by ORDC set forth in this Letter Agreement shall not be greater than sixty-four thousand dollars (\$64,000.00) unless an ORDC-approved change order is issued.

CSX and VILLAGE shall notify ORDC of any construction activity that involves the cutting of trees. Any unavoidable cutting of trees with suitable roosting and brood-rearing habitat for Indiana bat (living or standing dead trees or snags with exfoliating, peeling or loose bark, split trunks and/or branches, or cavities) will be performed only before April 15 or after September 15 when the species would not be using such habitat.

This Letter Agreement and the approved plans constitute the scope of the PROJECT. CSX shall notify ORDC and the PUCO in writing of any changes in the scope of the PROJECT which are not in the approved plans and estimates submitted by CSX and secure approval in writing from ORDC and the PUCO of same before the work is performed. VILLAGE shall notify ORDC in writing of any changes in the scope of the PROJECT which are not in the approved plans and estimates submitted by VILLAGE and secure approval in writing from the ORDC of same before the work is performed.

No project activity reimbursable under this agreement, including, without limitation, preliminary engineering, shall be commenced until this letter agreement has been approved and the Railroad has been directed to submit plans and estimates by the ORDC and the PUCO. PE will be submitted by CSX to ORDC and the PUCO within ninety (90) days of receiving authorization. Construction shall not be commenced by CSX or VILLAGE prior to the PUCO and ORDC issuing a written construction authorization. The project will be completed by CSX within twelve (12) months or other time specified in the time specified by the PUCO and ORDC.

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



Milan Orbovich
Director of Transportation
Public Utilities Commission of Ohio

CSX Transportation:

By: _____

Title: _____

Date: _____

Village of Columbus Grove

By: _____

Title: _____

Date: _____

PUT Columbus Grove Consolidation

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Sincerely,


Matthew R. Dietrich
Executive Director


Milan Orbovich
Director of Transportation
Public Utilities Commission of Ohio

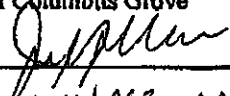
CSX Transportation:

By: _____

Title: _____

Date: _____

Village of Columbus Grove

By:  _____

Title: VILLAGE ADMINISTRATOR

Date: 2-12-14

PUT Columbus Grove Consolidation

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Sincerely,


Matthew R. Dietrich
Executive Director


Milan Orbovich
Director of Transportation
Public Utilities Commission of Ohio

CSX Transportation:

By: 
Dale W. Ophardt
Title: Assistant Vice President - Engineering
Date: February 26, 2014

Village of Columbus Grove

By: _____
Title: _____
Date: _____

PUT Columbus Grove Consolidation