



OHIO RAIL DEVELOPMENT COMMISSION

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

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

October 31, 2016

Amanda DeCesare
Project Manager – Public Projects
CSX Transportation
500 Meijer Drive, Suite 305
Florence, KY 41042

RE: Authorization for PE for Grade Crossing Warning Device Upgrades
A Consolidation Project for a Grade Crossing Closure and Warning Device Modifications (PID#102593)
Putnam County, Belmore, Ohio:

Highway ID

Elm Street
Main Street
Oak Street

DOT#

DOT# 155746A
DOT# 155745T
DOT# 155744L

Improvement

Close Crossing to Vehicles and Pedestrians
Upgrade to Flashing Lights and Roadway Gates
Upgrade to Flashing Lights and Roadway Gates

Dear Ms. DeCesare:

Diagnostic reviews were held at the above three referenced grade crossings on 9/24/2015. The crossings are part of a grade crossing consolidation project involving the closure of one crossing and warning device upgrades at two additional crossings.

CSX Transportation, Inc. is authorized to proceed with the design, site plans and cost estimates (PE) for this consolidation project. 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 ORDC is not requesting that the PUCO issue an Order at this time. When the ORDC receives the PE it will be evaluated and a Construction-only Order will be requested from PUCO. Please submit the PE to ORDC within 90 days of receipt of this letter.

The three Diagnostic Review Team Survey forms 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 ORDC Project Manager for this project is Don Damron. Don can be reached at 614-466-2509 (office), or 614-917-8466 (cell), or don.damron@dot.state.oh.us, if you have any questions.

Sincerely,

Donald J. Damron
Project Manager

C: Randall Schumacher, Supervisor, Rail Division, Transportation Department, PUCO
Jill Henry, Grade Crossing Specialist, PUCO
ORDC (file)

Attachments: Diagnostic Review Team Survey form dated 9/24/2015
ORDC Subsidy Agreement dated 10/13/2016



www.rail.ohio.gov

phone: 614.644.0306

IMPROVING RAIL TODAY FOR TOMORROW'S ECONOMY



OHIO RAIL DEVELOPMENT COMMISSION

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

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

October 31, 2016

Amanda DeCesare
Project Manager – Public Projects
CSX Transportation
500 Meijer Drive, Suite 305
Florence, KY 41042

RE: Authorization for PE for Grade Crossing Warning Device Upgrade
Putnam County, SR 65 – 22.84, Ridge St.
DOT# 155747G
PID# 101888

Dear Ms. DeCesare:

A diagnostic review was held at the above grade crossing on 9/24/2015. The crossing has been recommended for the installation of lights and gates.

CSX Transportation, Inc. is authorized to proceed with the design, site plans and cost estimates (PE) for this project. 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 ORDC is not requesting that the PUCO issue an Order at this time. When the ORDC receives the PE it will be evaluated and a construction-only Order will be requested from PUCO. Please submit the PE to ORDC within 90 days of receipt of this letter.

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 ORDC Project Manager for this project is Don Damron. Don can be reached at 614-466-2509 (office), or 614-917-8466 (cell), or don.damron@dot.state.oh.us, if you have any questions.

Sincerely,

Donald J. Damron
Project Manager

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

Attachments: Diagnostic Review Team Survey form dated 9/24/2015
ORDC Letter Agreement dated 6/6/2016



www.rail.ohio.gov

phone: 614.644.0306

IMPROVING RAIL TODAY FOR TOMORROW'S ECONOMY

IN THE MATTER OF THE REQUEST FOR
A CONSOLIDATION PROJECT FOR A GRADE
CROSSING CLOSURE TO VEHICLES
AND PEDESTRIANS, WARNING DEVICE
MODIFICATIONS AND INCENTIVE IN VILLAGE
OF BELMORE, PUTNAM COUNTY, OHIO.

AGREEMENT NO. 19855

SUBSIDY AGREEMENT

THIS Subsidy Agreement ("Subsidy Agreement") is entered into on this 13th day of October, 2016 by and among the Village of Belmore ("VILLAGE"), Ohio Rail Development Commission ("ORDC") and the Public Utilities Commission of Ohio ("PUCO"), and CSX Transportation ("RAILROAD"),

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

I. GENERAL REQUIREMENTS

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

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

II. GRADE CROSSING CLOSURE ("PROJECT")

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

Highway ID
Elm Street

DOT #
155746A

The VILLAGE shall install barricades on each side of the tracks at all of the above-referenced grade crossings. This work must be completed within ninety (90) days of a construction authorization to be issued by ORDC. Construction authorization will be issued upon execution of this Subsidy Agreement and the securing of federal funds by the ORDC. The barricades shall be in conformance with the Manual on Uniform Traffic Control Devices ("MUTCD"). Appropriate MUTCD signage shall be installed by the VILLAGE in conjunction with the barricades. Certain resulting costs to the VILLAGE shall be reimbursed as referenced in Section IV, below.

The VILLAGE shall remove the advance warning signs and pavement markings if applicable from the crossing to be closed.

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

Following receipt of public input, the VILLAGE has enacted an Ordinance number 05-2016, dated July 14, 2016, that expresses its commitment to this action, the form and substance of which are acceptable to ORDC and PUCO.

III. CONSIDERATION

In consideration of the commitment by the VILLAGE to permanently close the Elm Street grade crossing to all vehicular and pedestrian traffic of any kind designated in Section II, grade crossing improvements will be accomplished as follows (the "improvements"):

<u>Highway ID</u>	<u>DOT #</u>	<u>Improvement</u>
Main Street	155745T	Flashing lights and roadway gates
Oak Street	155744L	Flashing lights and roadway gates

In addition, RAILROAD and ORDC agree to provide the following incentives:

Up to \$40,000.00, being \$20,000.00 from RAILROAD and \$20,000.00 from ORDC, towards paving of the Alley east of the crossing from Elm Street to Main Street and repaving of Oak Street on the east side of the Oak Street Crossing. The VILLAGE must obtain three estimates from Ohio Department of ODOT approved contractors who must use ODOT specifications for the construction.

IV. COST ALLOCATION AND BILLING

As set forth in Section II of this Subsidy Agreement, the actual costs for the barricades and MUTCD signage Elm Street crossing will be borne on hundred percent (100%) by ORDC up to \$4,000.00 and paid on a reimbursement basis to the VILLAGE. The VILLAGE shall invoice ORDC for this reimbursement.

As set forth in Section II of this Subsidy Agreement the actual costs for the removal of advance warning signs and pavement markings if applicable for the grade crossing to be closed shall be borne one hundred percent (100%) by the VILLAGE.

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

As set forth in Section III of this Subsidy Agreement the crossing improvements shall be borne one hundred percent (100%) by ORDC.

As set forth in Section III(2) of this Subsidy Agreement, the cost paving of the Alley east of the crossing from Elm Street to Main Street and repaving of Oak Street on the east side of the Oak Street Crossing shall be paid on a reimbursement basis to the VILLAGE. The cost of this paving shall be borne fifty percent (50%) by ORDC and fifty percent (50%). Any cost in excess of \$40,000.00 shall be borne by the VILLAGE. RAILROAD shall provide its share of the \$40,000.00 to ORDC for disbursement to the VILLAGE. The VILLAGE shall invoice ORDC subsequent to work being performed. VILLAGE may bill ORDC monthly or periodically when costs exceed \$1,000.00.

In total the actual costs to be borne by ORDC set forth in Section III of this Subsidy Agreement shall not be greater than \$479,000.00 unless otherwise approved in writing by ORDC.

The costs assigned to ORDC shall be satisfied through the expenditure of Federal funds administered by ORDC and subject to approval by the Federal Highway Administration ("FHWA"). In the event that delays or difficulties arise in securing necessary Federal approvals which, in the opinion of ORDC, render it impracticable to utilize Federal funds for the construction of this PROJECT, then at any time before RAILROAD is authorized to purchase or furnish the items included under this Subsidy Agreement, ORDC may serve formal notice of cancellation upon RAILROAD and the VILLAGE, and this Subsidy Agreement shall become null and void. ORDC shall reimburse RAILROAD and the VILLAGE for all costs and expenses reasonably incurred on account of the improvements prior to such cancellation, including costs associated with winding down the PROJECT.

RAILROAD shall be responsible for initially paying all of their actual costs to install the improvements identified in Section III. However, ORDC shall be legally bound to reimburse RAILROAD for its costs for the improvements, as set forth above, upon proper application therefore by RAILROAD, consistent with the terms of this Subsidy Agreement and in accordance with all applicable Federal regulations.

All plans, specifications, estimates of costs, acceptance of work, and procedures in general, to facilitate the construction of the safety improvements described above, shall conform in all respects to applicable Federal laws, rules, regulations, orders, and approvals applicable to Federal-Aid projects. ORDC shall reimburse RAILROAD in accordance with FAPG 140, Subchapter B. and 23 C.F.R., Part 646, or any subsequent amendments thereto, in such amounts and form as are proper and eligible for payment from Federal-Aid highway funds. RAILROAD shall render its billings to ORDC in accordance with said rules and regulations, and RAILROAD shall also provide and furnish such itemized records of and substantiating data for such costs as may be required.

RAILROAD may bill ORDC monthly or periodically for its costs when costs exceed \$1,000.00. RAILROAD shall submit two (2) copies of its bill and in accordance with said rules and regulations as they have been issued or as thereafter may be supplemented or revised. A final bill covering actual cost and showing details shall be submitted to ORDC within ninety (90) days after completion of the improvements. ORDC shall pay all bills within sixty (60) days after receipt thereof, except that ORDC may hold a retainer on all bills not to exceed eight percent (8%) until final payment. Final payment for all amounts due RAILROAD shall be made by ORDC within sixty (60) days after a final audit has been performed and approved by ORDC. The audit shall occur within 180 days of submission of RAILROAD's final bill. RAILROAD agrees to cooperate and assist, as requested, in any such audit.

At any time during normal business hours upon three (3) business days written notice and as often as ORDC/PUCO may deem necessary and in such a manner as not to interfere with the normal business operations, RAILROAD shall make available to ORDC, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Subsidy Agreement including, but not limited to, records of personnel and conditions of

employment and shall permit ORDC to audit, examine and make excerpts or transcripts from such records.

In the event of a controversy as to the eligibility for reimbursement of any charges claimed against the improvement as set forth in Section III of this Subsidy Agreement, the decision of the ORDC regarding same shall be final. However, RAILROAD and/or the VILLAGE may appeal the decision of the ORDC to a court of competent jurisdiction for further review.

No work requiring reimbursement under this Subsidy Agreement shall be commenced by the parties until all of the following have occurred: (1) this Subsidy Agreement shall have been approved by ORDC/PUCO; (2) all financial obligations of ORDC/PUCO, as provided for in this contract, are subject to the provisions of § 126.07 of the ORC and shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by ORDC/PUCO; (3) RAILROAD has been notified by ORDC/PUCO to proceed with construction of the improvements. Work on the improvements shall commence within 30 days of the occurrence of events (1), (2) and (3) described herein. Buying and assembling of materials shall be construed as compliance with the foregoing thirty (30) day provision. Said work shall be pursued diligently by RAILROAD until completed.

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

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

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

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

V. NOTIFICATION

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

If to VILLAGE: Mayor, Village of Belmore
P.O. Box 11
Belmore, OH 45815

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

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

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

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

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

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

VI. TERMINATION

Said Subsidy Agreement shall terminate at the end of the present US Transportation Bill. If construction under this Subsidy Agreement is not completed by that date, it is the express intention of the parties to renew this Subsidy Agreement on each successive biennium period until such time as all work contemplated under this Subsidy Agreement has been satisfactorily completed. If it appears to ORDC or PUCO that RAILROAD has failed to perform satisfactorily any requirements of this Subsidy Agreement or if RAILROAD is in violation of any provision of this Subsidy Agreement, or upon just cause, ORDC or PUCO may terminate

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

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

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

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

VII. REPRESENTATIONS AND WARRANTIES

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

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

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

VIII. OHIO ETHICS LAW REQUIREMENTS

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

IX. FALSIFICATION OF INFORMATION

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

X. EQUAL EMPLOYMENT OPPORTUNITY

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

XI. OHIO ELECTIONS LAW

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

XII. DRUG FREE WORKPLACE

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

XIII. HOLD HARMLESS PROVISION

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

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

XIV. UNUSUAL CIRCUMSTANCES AFFECTING PERFORMANCE

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

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

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

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

Also, if RAILROAD has knowingly made a false statement to the ORDC to obtain these funds, RAILROAD 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.

Further, during the performance of this Subsidy Agreement, RAILROAD, for itself, its assignees, and successors in interest, which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and PROJECTs)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title

VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)

- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women))
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)

During the performance of this Subsidy Agreement, RAILROAD for itself, its assignees, and successors in interest further agrees as follows:

1. Compliance with Regulations: RAILROAD (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Subsidy Agreement.
2. Non-discrimination: RAILROAD, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. RAILROAD will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, PROJECT, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by RAILROAD for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.
4. Information and Reports: RAILROAD will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Director or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of RAILROAD is in the exclusive possession of another who fails or refuses to furnish this information, RAILROAD will so certify to the ORDC or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of RAILROAD's noncompliance with the Nondiscrimination provisions of this Subsidy Agreement, ORDC will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- a. withholding payments to RAILROAD under the AGREEMENT until RAILROAD complies; and/or
- b. cancelling, terminating, or suspending the AGREEMENT, in whole or in part.

6. Incorporation of Provisions: RAILROAD will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. RAILROAD will take action with respect to any subcontract or procurement as ORDC or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if RAILROAD becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, RAILROAD may request ORDC to enter into any litigation to protect the interests of ORDC. In addition, RAILROAD may request the United States to enter into the litigation to protect the interests of the United States.

XVI. DISPUTE RESOLUTION

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

XVII. NO WAIVER

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

XVIII. CONSTRUCTION

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

XIX. BUY AMERICA

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

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

XX. FORUM AND VENUE

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

XXI. SEVERABILITY

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

XXII. ENTIRE AGREEMENT

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

XXIII. DUPLICATE COUNTERPARTS

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

XXIV. CAPTIONS

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

XXV. AMENDMENTS OR MODIFICATIONS

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

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

XXVI. SUCCESSORS OR ASSIGNS

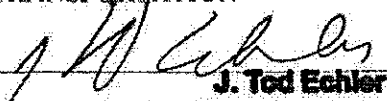
This Subsidy Agreement shall be binding upon the successors and assigns of RAILROAD. It is understood that this Subsidy Agreement, and any subsequent amendments thereto, shall apply to crossings owned by RAILROAD that may, in the future, become subject to the PROJECT and therefore qualify for modifications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

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

CSX TRANSPORTATION

VILLAGE OF BELMORE

By


J. Tod Echler

By

Print Name **Assistant Vice President Engineering**

Print Name

Title

Title

Date

9/19/16

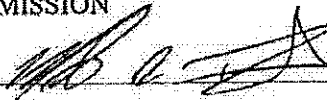
Date

PUBLIC UTILITIES COMMISSION OF OHIO

OHIO RAIL DEVELOPMENT COMMISSION

By

By



Print Name

Print Name Matthew R. Dietrich

Title

Title

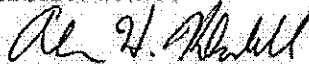
Executive Director

Date

Date

8-25-16

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



Senior Assistant Attorney General Alan H. Klodell

Date

8/24/16

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

CSX TRANSPORTATION

By _____

Print Name _____

Title _____

Date _____

VILLAGE OF BELMORE

By Walter Harper

Print Name WALTER HARPER

Title Mayor

Date 10-13-2016

PUBLIC UTILITIES COMMISSION OF OHIO

By _____

Print Name _____

Title _____

Date _____

OHIO RAIL DEVELOPMENT COMMISSION

By Matthew R. Dietrich

Print Name Matthew R. Dietrich

Title Executive Director

Date 8-25-16

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

Alan H. Klodell
Senior Assistant Attorney General Alan H. Klodell

Date 8/24/16

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

CSX TRANSPORTATION

VILLAGE OF BELMORE

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____

PUBLIC UTILITIES COMMISSION OF
OHIO

OHIO RAIL DEVELOPMENT
COMMISSION

By *M. Ian O'Connell*

By *Matthew R. Dietrich*

Print Name M. Ian O'Connell

Print Name Matthew R. Dietrich

Title DIRECTOR

Title Executive Director

Date 9-1-2016

Date 8-25-16

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

Alan H. Klodell
Senior Assistant Attorney General Alan H. Klodell

Date 8/24/16



OHIO RAIL DEVELOPMENT COMMISSION

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

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

June 6, 2016

CSX Transportation
Ms. Amanda DeCesare
Project Manager - Public Projects
500 Meijer Drive
Suite 305
Florence, KY 41042

Subject: Grade Crossing Warning Device Improvements
Putnam County, SR 65-22.84/Ridge Street, DOT # 155747G, PID 101888

Dear Ms. DeCesare:

A diagnostic review was conducted at the subject grade crossing on 9/24/2015. As a result of the review, the devices will be upgraded to automatic flashing lights and roadway gates.

This 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) 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 21st Century Act (MAP-21) and subsequent amendments and the State of Ohio's Federally Funded Warning Device Program.

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



www.rail.ohio.gov

phone: 614.644.0306

IMPROVING RAIL TODAY FOR TOMORROW'S ECONOMY

CSX Transportation:

By: Tony C. Bellamy
Tony C. Bellamy

Title: Director Project Management - Public Projects

Date: 6/10/16

PUT SR 65 Ridge Rd CSX PUD 101888

Diagnostic Review Team Survey

Reason for Survey:
(e.g. formula, accident, constituent, etc.)

Formula: **2307 (RANK)**

Date: **SEPT. 24, 2015**

Location Data

Street or Road Name: Oak Street			
Route/Road Number (i.e. Twp., Co., SR or US)		US DOT No.: 155744L	
County: PUT	Township:	City: (In or Near)	Vil. Of Belmore
Railroad Name: CSX Transportation	Railroad Division: Louisville	Branch/Line Name: TOLEDO SUB-DIVISION	
Nearest RR Timetable Station: Leipsic Jct.		RR Milepost: 160.54	

On-Site Review Team

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

- Don Dameron, ORDC, 614 917 8466, don.dameron@dot.ohio.gov**
- Keith Wilson PUCO 419-230-0697**
- Amanda DeCesare CSX 859 372 6124**
- JAMES TUCKER ORDC 614-398-6897**
- Cathy Stout ORDC 614 644 0313**
- GEORGE MARTIN PUCO 614-752-9107**
- Joe Ratz Village 419-308-2007**
- WALTER HANSEN Villages Manager 419-231-7429**
- Tracy E. Guelde CSX MAINTAIN 419-378-0059**

Existing Traffic Control Devices

Type of Warning Devices	Installed?		Quantity/Comments
Advance Warning Signs (condition?)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	SIGN ON WEST IS OBSTRUCTED BY VEGETATION
'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 type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Crossbucks	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Number of Tracks Signs	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
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	ONE LIGHT IN NE QUAD
Is crossing flagged by train crew?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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	0	
Hazard Ranking	2307	Date Run: 8/18/15

Railroad Data

Railroad Characteristics	Initial Information (from database)	Revised
Total trains per day	22	20
< 1 per day		
Day thru trains	10	8
Night thru trains	10	9
Daytime switching movements		3 LOCALS
Nighttime switching movements	2	
Total number of tracks	1	
Number of main tracks	1	
Number of other tracks		
Maximum train speed	50	OK
Typical train speed	50	
Amtrak		

If non-gated crossing, is clearing sight distance adequate in all quadrants? (See Table 1) ☐ Yes ☒ NoBUMP ALOW
IS OBSTRUCTIONIf multiple tracks, can two trains occupy crossing at the same time? ☐ Yes ☒ NoCan one train block the motorists' view of another train at crossing? ☐ Yes (Explain below) ☒ NoCan one or more tracks be eliminated through the crossing? ☐ Yes ☒ NoAre there other track(s) crossing this same roadway within 100 ft of this crossing? ☐ Yes ☒ 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: Village of Belmore

Roadway Characteristics	Initial Information (from database)	Revised
Average daily traffic	22 (2007)	"OK"
Highway paved	X Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Roadway Surface: <input checked="" type="checkbox"/> Blacktop <input checked="" type="checkbox"/> Gravel <input type="checkbox"/> Concrete <input type="checkbox"/> Other _____		
Roadway width: 12 ft.		
Number of highway lanes	2	
Urban or Rural	Urban	
Vehicle Speed: 25 MPH		
School Bus Operation: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ Amount		
Hazardous Materials Trucks: <input type="checkbox"/> No <input type="checkbox"/> Yes .03 Amount		
Shoulders: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
Is the shoulder surfaced? <input checked="" 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 type="checkbox"/> Functional (Curb height = 4" or more) <input type="checkbox"/> Non-functional (Curb height = Less than 4") <input checked="" type="checkbox"/> None	Quadrant <u>NE</u> Curb and Gutter: <input type="checkbox"/> Functional (Curb height = 4" or more) <input type="checkbox"/> Non-functional (Curb height = Less than 4") <input checked="" type="checkbox"/> None
---	---

Pedestrians: ☐ No ☒ Yes
 Is sidewalk present? ☐ No ☒ Yes WALKING TO PARK ON EAST SIDE OF TOWN
 Is there a nearby intersection that could cause queuing over the crossing? ☒ No ☐ Yes
 If yes,
 Distance _____
 Is this intersection signalized? ☒ No ☐ Yes
 Are the signals currently interconnected with the existing crossing warning devices? ☒ No ☐ Yes
 Is there a 'Do not Stop on Track' sign? ☒ No ☐ 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? ☐ No ☐ Yes
 If yes,
 Improvement type EVENTUAL PAVING Lead Agency VILLAGE Timeline/completion -

Is it the consensus of the Diagnostic Review Team that this is a potential closure project? ☒ No ☐ Yes
 Explain reasons:

Type of Development	
<input checked="" type="checkbox"/> Open Space <input type="checkbox"/> Institutional <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential	Location of nearby schools: <u>LEIPSEC</u>

Utility Information

Is commercial power available? ☐ No ☒ Yes
 Utility Provider (Company Name) AEP Phone Number _____
 Nearest Available Power Source AT CROSSING; EXISTING SERVICE AT BUNGALOW
 What other utilities are present? ☐ Gas ☐ Cable ☐ Telephone ☐ Fiber Optic Cable
 (add locations to sketch) ☐ Petroleum ☐ Water ☐ Sanitary Sewer
☐ Other _____

Is(are) there potential utility conflict(s) ☐ Yes ☐ No ☒ Unknown

Comments: • NOT MARKED

Potential Red Flags / Project Challenges

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

Crossing Consolidation or Closure:

POTENTIAL UPGRADE AS PART OF CONSOLIDATION AGREEMENT WITH VILLAGE.

Real Estate or ROW:

ROAD = 60'

Culverts / Drainage / Ballast Conditions:

NA

Roadway and/or Sidewalks:

NA

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

NEW CIRCUITRY WOULD OVERLAP WITH DEFECT DETECTOR.

Environmental:

NA

Other:

Diagnostic Team Recommendations

	Quadrants Needed
<input type="checkbox"/> Install/upgrade active devices	
<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 type="checkbox"/> Other (define)	

Comments:

"UPGRADE": CONTINGENT UPON CLOSURE OF ELM ST.
(CONSOLIDATION AGREEMENT WITH VILLAGE OF BELMORE.)

<input 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):

[Handwritten signatures]

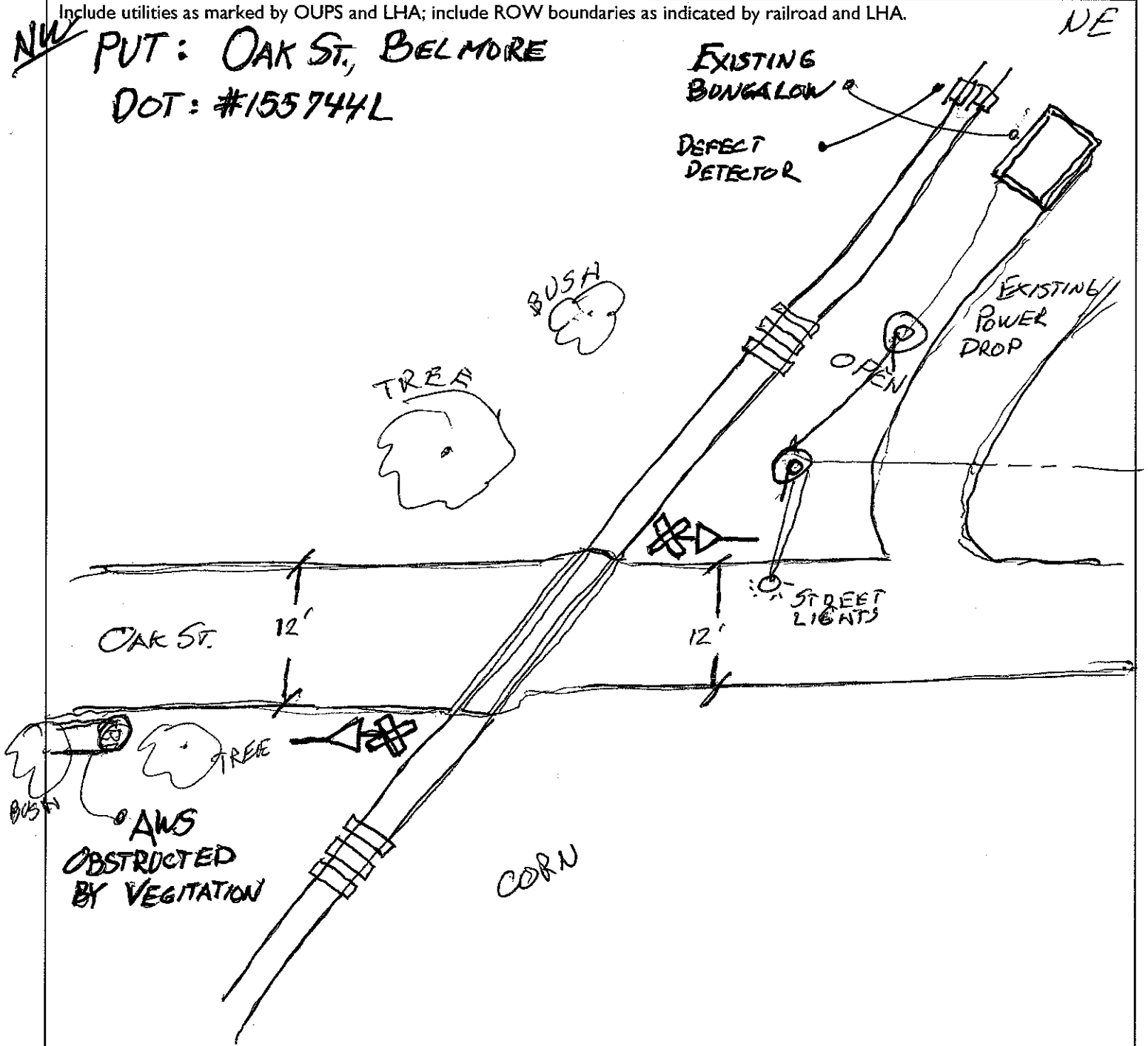
Field Dimensions

<p>Diagram illustrating field dimensions for a road cross-section. The diagram shows a vertical centerline with various lanes and dimensions. From top to bottom, the lanes are labeled: Sidewalk, Parkway, Roadway, Roadway, Parkway, and Sidewalk. Dimensions are indicated by vertical double-headed arrows: NA (Not Applicable) for the top Sidewalk, NA for the Parkway, G (Gates) for the top Roadway, G for the bottom Roadway, NA for the bottom Parkway, and NA for the bottom Sidewalk. A north arrow points up and to the right, labeled 'Show North Direction'.</p>	
---	--

Field Sketch

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

PUT: OAK ST, BELMORE
DOT: #155744L



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

Sketch by: DJD

SEPT. 23 2016

TABLE I

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.



Diagnostic Review Team Survey

Reason for Survey:

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

Formula **3514 : RANK**

Date:

SEPT. 24, 2015

Location Data

Street or Road Name:

Main Street

Route/Road Number

(i.e. Twp., Co., SR or US)

US DOT No.:

155745T

County:

PUT

Township:

City:

(In or Near)

Vil. Of Belmore

Railroad

Name:

CSX Transportation

Railroad

Division:

Louisville

Branch/Line

Name:

TOLEDO

SUB-DIVISION

Nearest RR

Timetable Station:

Leipsic Jct.

RR Milepost:

160.62

On-Site Review Team

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

1. **DON DAMRON, ORDC, 614 917 8466, don.damron@dot.ohio.gov**
2. **Keith Wilson PUCO 419-230-0697**
3. **Amanda DeCesare CSX 859 372 6124**
4. **JAMES TUCKER ORDC 614-398-6897**
5. **Cathy Stout ORDC 614 644 0313**
6. **GEORGE MARTIN PUCO 614-752-9107**
7. **Joe Ratzke Village 419-308-2007**
8. **WALTER HANSEN Village 419-231-7429**
9. **Tracy E. Guelde CSX MAINTAIN 419-378-0059**

Existing Traffic Control Devices

Type of Warning Devices	Installed?		Quantity/Comments
Advance Warning Signs (condition?)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	SIGN IS MISSING ON WEST SIDE
'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 type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Crossbucks	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Number of Tracks Signs	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
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 type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Is crossing flagged by train crew?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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	0	
Hazard Ranking	3514	Date Run: 8/18/15

Railroad Data

Railroad Characteristics	Initial Information (from database)	Revised
Total trains per day	20	20
< 1 per day		
Day thru trains	10	8
Night thru trains	9	7
Daytime switching movements		3
Nighttime switching movements	1	
Total number of tracks	1	
Number of main tracks	1	
Number of other tracks		
Maximum train speed	50	
Typical train speed	50	
Amtrak		

- If non-gated crossing, is clearing sight distance adequate in all quadrants? (See Table 1) ☒ Yes ☒ No **BUNGALOW SOMEWHAT OBSTRUCTS SIGHT DISTANCE.**
- If multiple tracks, can two trains occupy crossing at the same time? ☐ Yes ☒ No
- Can one train block the motorists' view of another train at crossing? ☐ Yes (Explain below) ☒ No
- Can one or more tracks be eliminated through the crossing? ☐ Yes ☒ No
- Are there other track(s) crossing this same roadway within 100 ft of this crossing? ☐ Yes ☒ 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:	Village of Belmore	
Roadway Characteristics	Initial Information (from database)	Revised
Average daily traffic	161 (2012)	"Low Count"
Highway paved	X Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Roadway Surface: <input checked="" type="checkbox"/> Blacktop <input type="checkbox"/> Gravel <input type="checkbox"/> Concrete <input type="checkbox"/> Other _____		
Roadway width: 38 ft.		
Number of highway lanes	2	
Urban or Rural	Rural	
Vehicle Speed: 25 MPH		
School Bus Operation: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes _____ Amount		2 AM/PM - 2 FARM EQUIPMENT
Hazardous Materials Trucks: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes .05 Amount		
Shoulders: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
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 type="checkbox"/> Functional (Curb height = 4" or more) <input checked="" type="checkbox"/> Non-functional (Curb height = Less than 4") <input type="checkbox"/> None	Quadrant <u>NE</u> Curb and Gutter: <input type="checkbox"/> Functional (Curb height = 4" or more) <input checked="" type="checkbox"/> Non-functional (Curb height = Less than 4") <input type="checkbox"/> None
---	---

Pedestrians: ☐ No ☒ Yes
 Is sidewalk present? ☐ No ☒ Yes
 Is there a nearby intersection that could cause queuing over the crossing? ☒ No ☐ Yes
 If yes,
 Distance _____
 Is this intersection signalized? ☒ No ☐ Yes
 Are the signals currently interconnected with the existing crossing warning devices? ☒ No ☐ Yes
 Is there a 'Do not Stop on Track' sign? ☒ No ☐ 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? ☐ No ☒ Yes
 If yes,
 Improvement type REPAVE ROW/ALLOT Lead Agency VILLAGE Timeline/completion -

Is it the consensus of the Diagnostic Review Team that this is a potential closure project? ☒ No ☐ Yes
 Explain reasons:

Type of Development	
<input type="checkbox"/> Open Space <input type="checkbox"/> Institutional <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential	Location of nearby schools: <u>LEIPSEC</u>

Utility Information

Is commercial power available? ☐ No ☒ Yes
 Utility Provider (Company Name) AEP Phone Number _____
 Nearest Available Power Source ON MAIN ST.
 What other utilities are present? ☐ Gas ☐ Cable ☐ Telephone ☐ Fiber Optic Cable
 (add locations to sketch) ☐ Petroleum ☐ Water ☐ Sanitary Sewer
☐ Other _____
 Is(are) there potential utility conflict(s) ☐ Yes ☐ No ☒ Unknown
 Comments:
NOT MARKED.

Potential Red Flags / Project Challenges

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

NA

Crossing Consolidation or Closure:

POTENTIAL UPGRADE AS PART OF CONSOLIDATION AGREEMENT
WITH THE VILLAGE OF BELMORE.

Real Estate or ROW:

NA

Culverts / Drainage / Ballast Conditions:

NA

Roadway and/or Sidewalks:

NEW CURB & GUTTER MAY BE NEEDED. TO BE
COMPLIANT WITH MUTCD.

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

POTENTIAL NEED FOR CIRCUITRY OVERLAP

Environmental:

NA

Other:

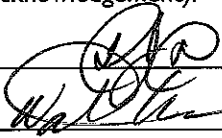
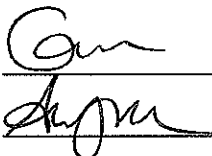
Diagnostic Team Recommendations

	Quadrants Needed
<input type="checkbox"/> Install/upgrade active devices	
<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)	

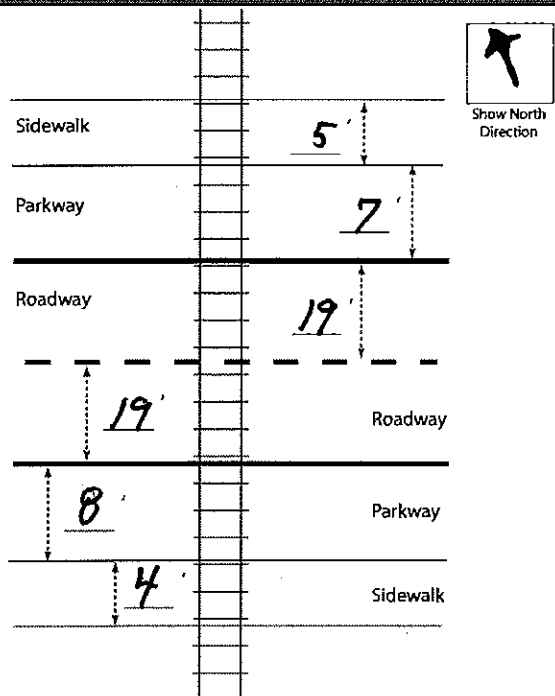
Comments: *** "UPGRADE" IS CONTINGENT ON CLOSURE OF ELM ST. AND CONSOLIDATION AGREEMENT WITH VILLAGE OF BELMORE.**

<input 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):

Field Dimensions

	
---	--

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

NE



SW

DD

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.



Diagnostic Review Team Survey

Reason for Survey:

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

Formula

RANK: 1347

Date:

THURSDAY SEPT. 24, 2015

Location Data

Street or Road Name: Elm Street			
Route/Road Number (i.e. Twp., Co., SR or US)		US DOT No.: 155746A ✓	
County: PUT	Township:	City: (In or Near)	Vil. Of Belmore
Railroad Name: CSX Transportation	Railroad Division: Louisville	Branch/Line Name: TOLEDO SUB-DIVISION	
Nearest RR Timetable Station: Leipsic Jct.		RR Milepost: 160.69	

On-Site Review Team

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

- DON DAMRON, ORDC, 614 917 8466, don.damron@dot.ohio.gov**
- Keith Wilson PUCO 419-230-0697**
- Amanda DeCesare CSX 859 372 6124**
- JAMES TUCKER ORDC 614-398-6897**
- Cathy Stout ORDC 614 644 0313**
- GEORGE MARTIN PUCO 614-752-9107**
- Joe Rayle Village 419-308-2007**
- WALTER HANSEN Village 419-231-7429**
- Tracy E. Guelde CSX MAINTENANCE 419-378-0059**

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 type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Crossbucks	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Number of Tracks Signs	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
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	EAST SIDE ONLY
Is crossing flagged by train crew?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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	0	
Hazard Ranking	1347	Date Run: 8/18/15

Railroad Data

Railroad Characteristics	Initial Information (from database)	Revised
Total trains per day	20	20
< 1 per day		
Day thru trains	10	8
Night thru trains	9	9
Daytime switching movements		
Nighttime switching movements	1	3
Total number of tracks	1	
Number of main tracks	1	
Number of other tracks		
Maximum train speed	60	50
Typical train speed	60	50
Amtrak		

If non-gated crossing, is clearing sight distance adequate in all quadrants? (See Table 1) ☒ Yes ☐ NoIf multiple tracks, can two trains occupy crossing at the same time? ☐ Yes ☒ NoCan one train block the motorists' view of another train at crossing? ☐ Yes (Explain below) ☒ NoCan one or more tracks be eliminated through the crossing? ☐ Yes ☒ NoAre there other track(s) crossing this same roadway within 100 ft of this crossing? ☐ Yes ☒ 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: Village of Belmore

Roadway Characteristics	Initial Information (from database)	Revised
Average daily traffic	67 (2007)	"HIGH ADT: NEED NEW COUNTS TO RERUN FORMULA"
Highway paved	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Roadway Surface: <input checked="" type="checkbox"/> Blacktop <input type="checkbox"/> Gravel <input type="checkbox"/> Concrete <input type="checkbox"/> Other _____		
Roadway width: _____ ft.		
Number of highway lanes		
Urban or Rural	Urban	
Vehicle Speed: 25 MPH		
School Bus Operation: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes _____ Amount		2 AM/2 PM
Hazardous Materials Trucks: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ Amount		03
Shoulders: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
Is the shoulder surfaced? <input checked="" 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 _____ Curb and Gutter: <input type="checkbox"/> Functional (Curb height = 4" or more) <input type="checkbox"/> Non-functional (Curb height = Less than 4") <input checked="" type="checkbox"/> None	Quadrant _____ Curb and Gutter: <input type="checkbox"/> Functional (Curb height = 4" or more) <input type="checkbox"/> Non-functional (Curb height = Less than 4") <input checked="" type="checkbox"/> None
Pedestrians: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
Is sidewalk present? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
Is there a nearby intersection that could cause queuing over the crossing? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, Distance _____ Is this intersection signalized? <input checked="" type="checkbox"/> No <input 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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, Improvement type _____ Lead Agency _____ Timeline/completion - _____	
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: EXISTING OFFER IS UNDER CONSIDERATION.	
Type of Development	
<input type="checkbox"/> Open Space <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Residential	<input type="checkbox"/> Institutional <input type="checkbox"/> Commercial Location of nearby schools: LEIPSEC
Utility Information	
Is commercial power available? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Utility Provider (Company Name) AEP Phone Number _____ Nearest Available Power Source _____	
What other utilities are present? (add locations to sketch) <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Gas <input type="checkbox"/> Petroleum <input type="checkbox"/> Other _____ </div> <div> <input type="checkbox"/> Cable <input type="checkbox"/> Water </div> <div> <input type="checkbox"/> Telephone <input type="checkbox"/> Sanitary Sewer </div> <div> <input checked="" type="checkbox"/> Fiber Optic Cable </div> </div>	
Is(are) there potential utility conflict(s) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown Comments: <div style="text-align: center; font-size: 1.2em; font-family: cursive;">• UG FIBER</div>	

Potential Red Flags / Project Challenges

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

NA

Crossing Consolidation or Closure:

ELM ST IS A POTENTIAL CLOSURE AS PART OF A (3CROSSING)
CONSOLIDATION PROJECT IN THE VILLAGE.

Real Estate or ROW:

NA

Culverts / Drainage / Ballast Conditions:

ELM ST. IS ON A SIGNIFICANT "HUMP" WHICH
HAS POTENTIAL DRAINAGE ISSUES IN THE SE QUAD.

Roadway and/or Sidewalks:

NA

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

NEW CIRCUITRY FOR L+G AT ELM ST. WILL OVERLAP WITH
EXISTING CIRCUITRY; THEREFORE, IT IS A BETTER CANDIDATE
THAN OAK ST. - FOR CLOSURE.

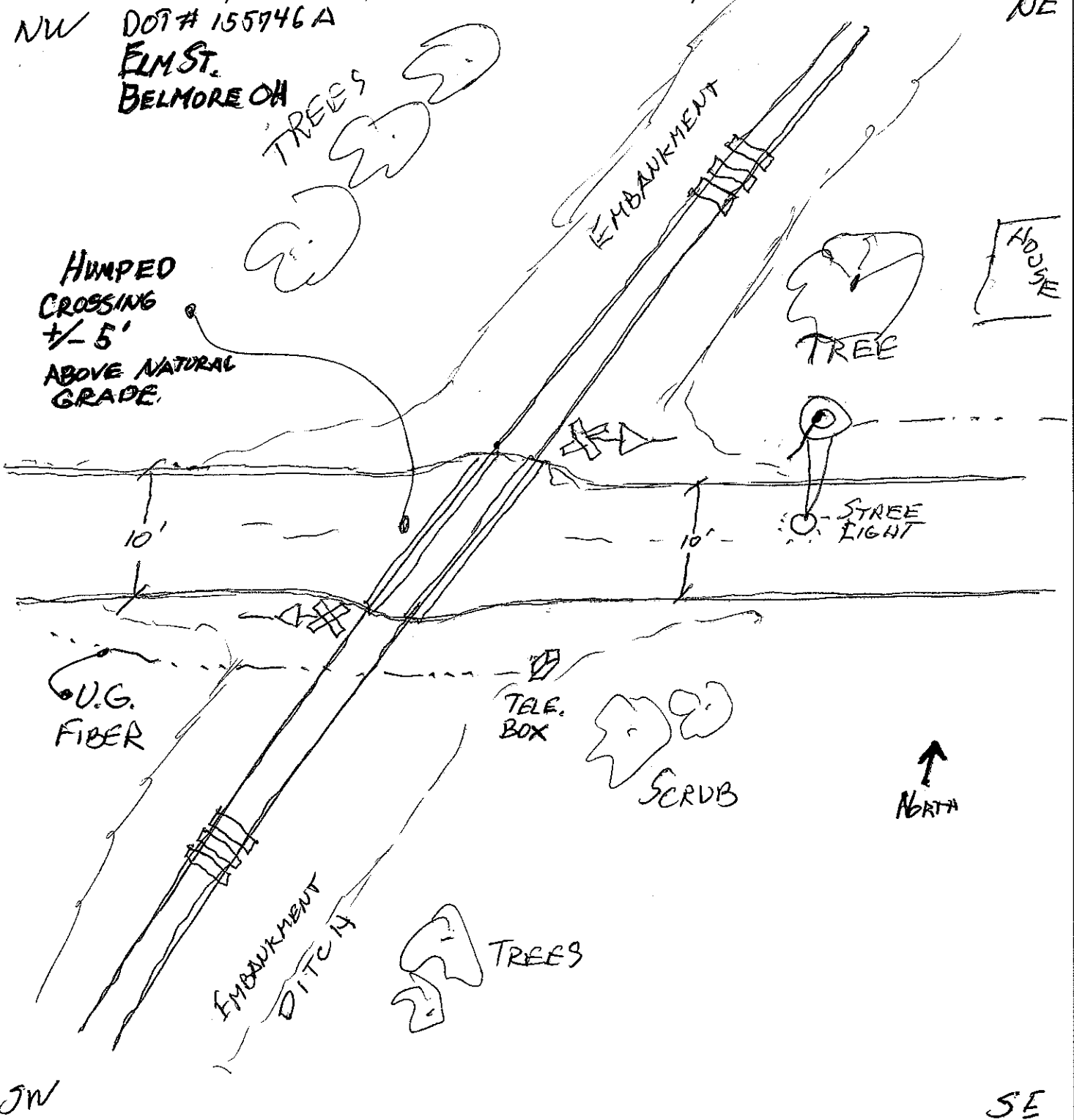
Environmental:

NA

Other:

Field Sketch

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



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

Sketch by: JW SEPT. 23, 2015

Diagnostic Team Recommendations

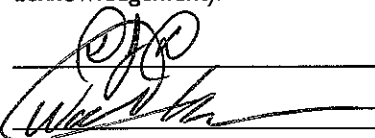
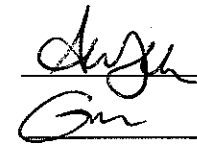
	Quadrants Needed
<input type="checkbox"/> Install/upgrade active devices	
<input type="checkbox"/> Automatic Flashing Lights (AFLS)	
<input type="checkbox"/> AFLS / Cants	
<input type="checkbox"/> AFLS / Gates	
<input type="checkbox"/> AFLS / Gates / Cants	
<input type="checkbox"/> Bells / number	
<input 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)	CLOSE

Comments:

CONSENSUS: "CLOSE" BUT CONSIDER NEW TRAFFIC COUNTS (RE-RUN FORMULA) TO DETERMINE NEED TO UPGRADE.

<input 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):

Field Dimensions

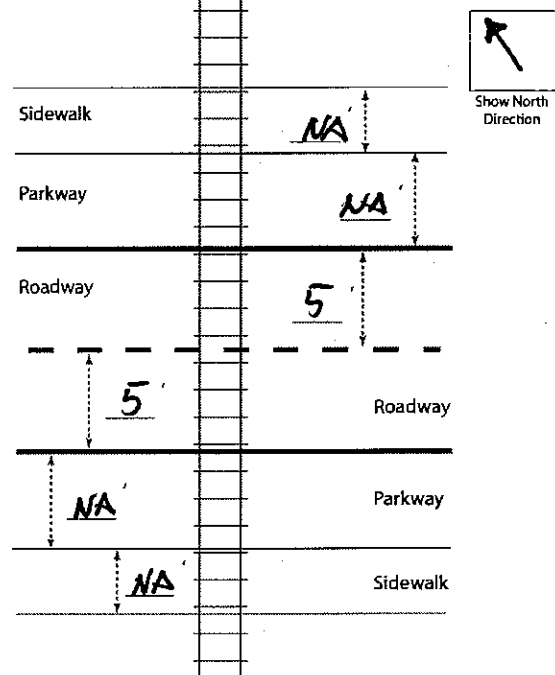
	
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TABLE I

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.



Diagnostic Review Team Survey

Reason for Survey:
(e.g. formula, accident, constituent, etc.)

Formula

RANK = 1453

Date:

SEPT. 24, 2015

Location Data

Street or Road Name: Ridge Street			
Route/Road Number (i.e. Twp., Co., SR or US) SR 65-22.84		US DOT No.: 155747G	
County: PUT	Township: Vil. Of Belmore	City: (In or Near) Belmore	
Railroad Name: CSX Transportation		Railroad Division: Louisville	Branch/Line Name: TOLERO SUB-DIVISION
Nearest RR Timetable Station: Deshler		RR Milepost: 160.94	

On-Site Review Team

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

1. Don DAMRON, ORDC, 614 917 8466, don.damron@dot.ohio.gov
2. Keith Wilson PUCO 419-230-0697
3. Amanda DeCesare CSX 859 372 6124
4. JAMES TUCKER ORDC 614-398-6897
5. Cathy Stout ORDC 614 644 0313
6. GEORGE MARTIN PUCO 614-752-9107
7. Joe Rafter Village 417-308-2007
8. WALTER HANSEN Village 419-231-7429
9. Tracy E. Guelde CSX MAINTENANCE 419-378-0059

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	
Crossbucks	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Number of Tracks Signs	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
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 type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Is crossing flagged by train crew?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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	0	
Hazard Ranking	1453	Date Run: 8/18/15

Railroad Data

Railroad Characteristics	Initial Information (from database)	Revised
Total trains per day	20	OK
< 1 per day		
Day thru trains	10	8
Night thru trains	9	9
Daytime switching movements	1	3 LOCALS
Nighttime switching movements		
Total number of tracks	1	
Number of main tracks	1	
Number of other tracks		
Maximum train speed	50	OK
Typical train speed	50	
Amtrak		

If non-gated crossing, is clearing sight distance adequate in all quadrants? (See Table I) ☒ Yes ☐ No

TRESS ARE OBSTRUCTION

If multiple tracks, can two trains occupy crossing at the same time? ☐ Yes ☒ NoCan one train block the motorists' view of another train at crossing? ☐ Yes (Explain below) ☒ No

IN SIGHT TRIANGLE IN NE QUAD.

Can one or more tracks be eliminated through the crossing? ☐ Yes ☒ NoAre there other track(s) crossing this same roadway within 100 ft of this crossing? ☐ Yes ☒ 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: Village of Belmore

Roadway Characteristics	Initial Information (from database)	Revised
Average daily traffic	1151 (2012)	INCREASING TRAFFIC
Highway paved	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Roadway Surface: <input checked="" type="checkbox"/> Blacktop <input type="checkbox"/> Gravel <input type="checkbox"/> Concrete <input type="checkbox"/> Other _____		
Roadway width: 26 ft.		
Number of highway lanes	2	
Urban or Rural	Rural	
Vehicle Speed: 55 MPH		
School Bus Operation: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ Amount		NO SCHOOL BUS OPERATIONS
Hazardous Materials Trucks: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes 127 Amount		FARM CHEMICALS
Shoulders: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes 2-3 FT.		
Is the shoulder surfaced? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes 2-3 FT.		
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 _____ Curb and Gutter: <input type="checkbox"/> Functional (Curb height = 4" or more) <input type="checkbox"/> Non-functional (Curb height = Less than 4") <input checked="" type="checkbox"/> None	Quadrant _____ Curb and Gutter: <input type="checkbox"/> Functional (Curb height = 4" or more) <input type="checkbox"/> Non-functional (Curb height = Less than 4") <input checked="" type="checkbox"/> None
Pedestrians: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
Is sidewalk present? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
Is there a nearby intersection that could cause queuing over the crossing? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, Distance _____ Is this intersection signalized? <input checked="" type="checkbox"/> No <input 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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, Improvement type _____ Lead Agency _____ Timeline/completion - _____	
Is it the consensus of the Diagnostic Review Team that this is a potential closure project? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Explain reasons: _____	
Type of Development	
<input checked="" type="checkbox"/> Open Space <input type="checkbox"/> Industrial <input type="checkbox"/> Residential	<input type="checkbox"/> Institutional <input type="checkbox"/> Commercial Location of nearby schools: <u>LEIPSEC</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 CROSSING, SE QUAD</u>	
What other utilities are present? (add locations to sketch) <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Cable <input checked="" 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	
Comments: <div style="text-align: center; font-size: 1.2em;">• UG GAS.</div>	

Potential Red Flags / Project Challenges

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

NA

Crossing Consolidation or Closure:

NA

Real Estate or ROW:

NA

Culverts / Drainage / Ballast Conditions:

NA

Roadway and/or Sidewalks:

NA

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

- RAILROAD CONTROL POINT
- EXISTING PREDICTOR

Environmental:

NA

Other:

Diagnostic Team Recommendations

Quadrants Needed

☒ Install/upgrade active devices

☐ Automatic Flashing Lights (AFLS)

☐ AFLS / Cants

☒ AFLS / Gates

☐ AFLS / Gates / Cants

☒ Bells / number

☐ Upgrade circuitry / type

☐ Sidelights

☐ Guardrail Needed

☐ Install/Replace curb

☐ Bungalow placement & offset from rail & highway

☐ Other (define)

NW + SE

EXISTING BUNGALOW IN NE QUAD

Comments:


CONSENSUS: "UPGRADE TO LIGHTS & GATES"

☐ Install/upgrade traffic signal preemption

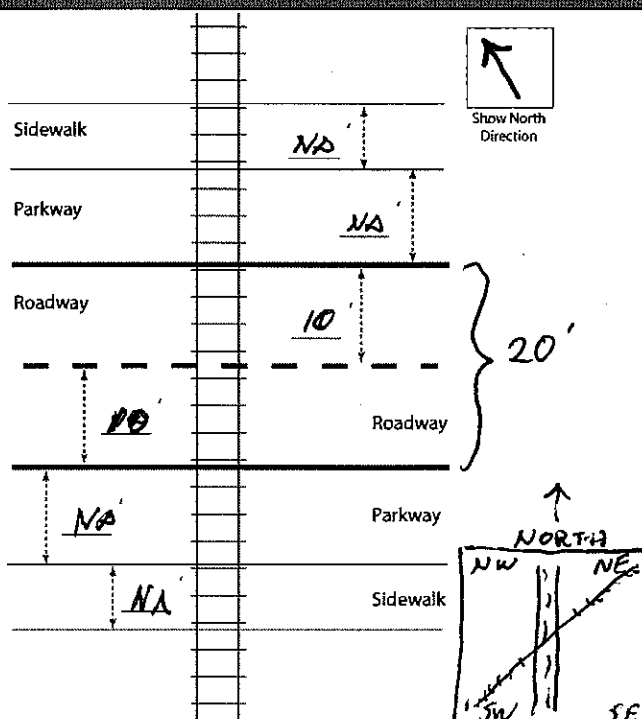
☐ No improvements needed

☐ Other (define)

Acknowledgement of Recommendations (each entity represented at the diagnostic must have at least one signature acknowledgement):

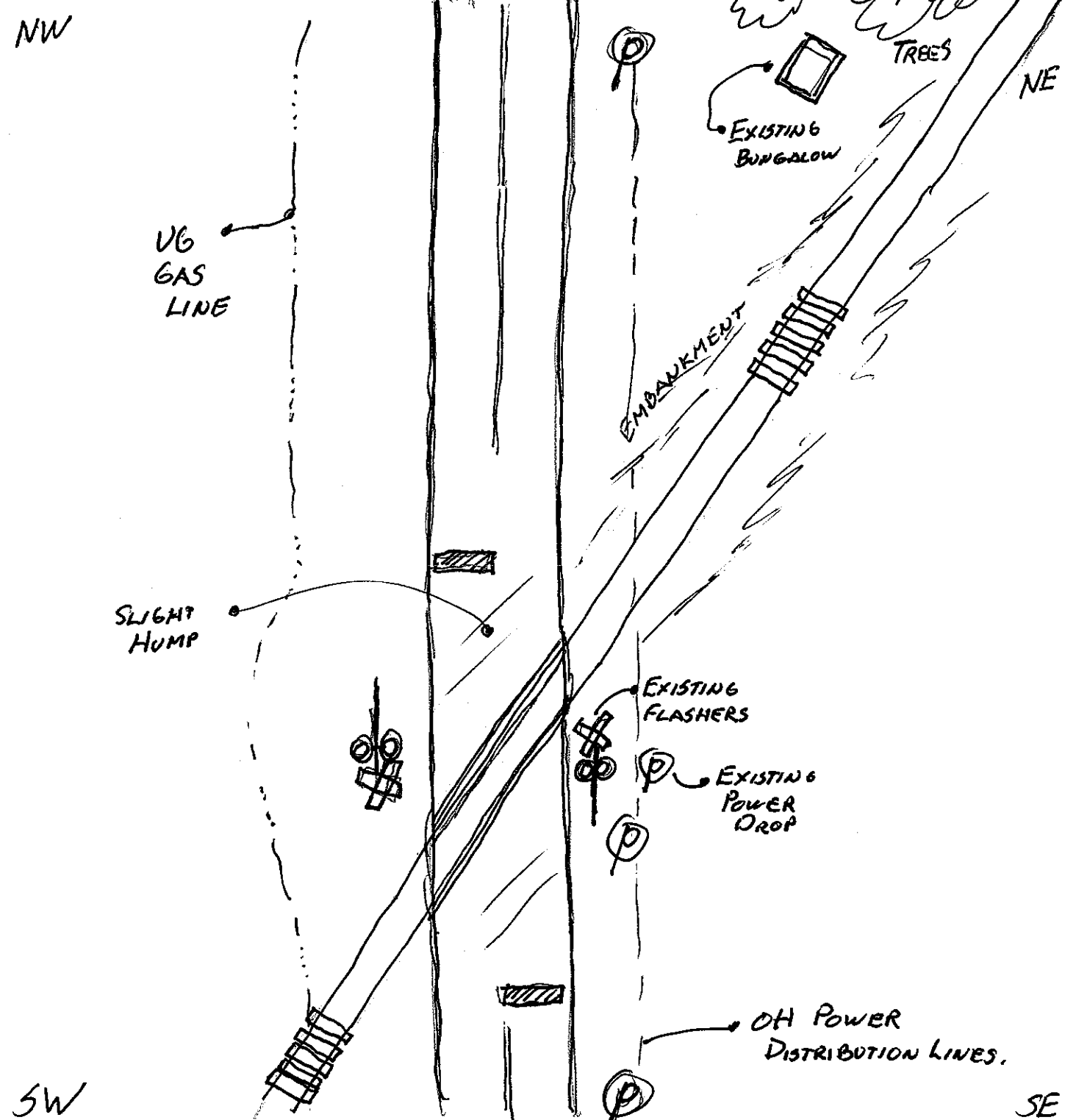


Field Dimensions



Field Sketch

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



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

Sketch by: DJD

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

3/2/2017 2:22:53 PM

in

Case No(s). 17-0628-RR-FED

Summary: Memorandum In the Matter of a Consolidation Project for Crossings in the Village of Belmore in Putnam County, Ohio. (Part 2 of 2) electronically filed by Mrs. Jill A Henry on behalf of PUCO/Rail Division