

Memo

To: Docketing Division
From: Jill Henry, Rail Specialist, Rail Division
Cc: PUCO Legal Department
Date: 10/17/17

Re: PUCO Case No. 17-2134-RR-STP- In the Matter of a Request for the Installation of Lights and Gates at the Wheeling & Lake Erie Railroad crossing on Riverland Avenue/TR 298 (DOT#473-133X) in Stark County, Bethlehem Township, Ohio.

On October 3, 2017, Commission Staff (PUCO), Bethlehem Township, Stark County, and Wheeling & Lake Erie Railroad (WE) entered into a stipulation agreement (attached) whereby upgraded warning devices would be installed at Riverland Avenue/TR 298 (DOT#473-133X). The electric utility provider for this crossing is First Energy-Ohio Edison.

The costs of the Project shall be apportioned between the PUCO and WE as follows:

Riverland Avenue (DOT#473-133X)

Estimated Project Cost: \$375,000

RR:	\$37,500	which is 10%
PUCO:	\$337,500	which is 90%
LHA:	\$0	which is 0 %

NOTE: these are predesign estimates. Actual project design and estimates are not yet complete.

An onsite field review was conducted on November 14, 2016. This crossing is currently the highest ranked passive warning device crossing in Stark County. Due to increased train traffic in the area, it was determined that a light and gate upgrade was warranted.

Staff has reviewed this document and has determined it to be in order. Staff requests an Entry adopting the attached letter agreement and directing WE 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:

Wheeling & Lake Erie Railway Company
Tim Andrews
Signal & Communication Supervisor
100 E. First Street
Brewster, OH 44613

Bethlehem Township, Stark County
James Urbach
Trustee
P.O. Box 161
Navarre, Ohio 44662

First Energy- Ohio Edison

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of a Request for the :
Installation of Active Warning Devices at : Case No. 17- 2134 -RR-STP
The Wheeling & Lake Erie Railway :
Company Grade Crossing, DOT#473- :
133X, at Riverland Avenue in Stark
County, Ohio.

SUBSIDY STIPULATION

THIS SUBSIDY STIPULATION ("Subsidy Stipulation") is entered into on this 3rd day of October, 2017 by and among the Public Utilities Commission of Ohio Railroad Staff ("PUCO"), The Wheeling & Lake Erie Railway Company ("Railroad"), and Bethlehem Township, Stark County, Ohio ("LHA").

WITNESSETH:

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

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

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

WHEREAS, the PUCO is responsible for the administration and implementation of the State Grade Crossing Protection Fund pursuant created under ORC§ 4907.472 to help defray the public's share of costs to install or modernize warning devices at Ohio's highway railroad grade crossings; and

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

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

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

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

Article I. PURPOSE

The Subsidy Stipulation is a joint collaboration by the Railroad, the LHA, and the PUCO Staff to promote the health and safety of the traveling public who are required to travel through this public highway-railroad grade crossing in Bethlehem Township, Stark County, Ohio.

Article II. PROJECT

A. The project work to be completed shall include the following upgrade (“Project”):

<u>Grade Crossing #</u>	<u>Location</u>	<u>Nature of Upgrade</u>
473-133X	Riverland Avenue/TR 298 Bethlehem Township Stark County	Lights and Gates

B. The Project shall be completed within 12 months from the date of the PUCO order adopting this Subsidy Stipulation. The parties agree to comply with the terms of the Subsidy Stipulation and the PUCO order adopting the Subsidy Stipulation.

Article III. ALLOCATION OF PROJECT COSTS

A. The costs of the Project shall be apportioned as between the PUCO, the LHA, and the Railroad, as follows:

<u>Grade Crossing</u>	<u>Railroad</u>	<u>LHA</u>	<u>PUCO</u>
Riverland Avenue TR 298 (473-133X)	10% plus maintenance	0%	90%

B. The Railroad shall be responsible for initially paying all of the actual costs to upgrades of the warning devices identified above. However, the PUCO shall be legally bound to reimburse the Railroad for the above-mentioned amounts upon proper application by the Railroad, consistent with the terms of this Subsidy Stipulation and in accordance with all applicable state regulations.

C. The LHA shall, within 30 days of the adoption of this Subsidy Stipulation, certify in writing to the PUCO the authority to participate in this Project as described

herein. The PUCO shall have no obligation to expend funds hereunder until the LHA have submitted documentation in proper form as described in this section.

- D. The PUCO has agreed to provide funds from the State Grade Crossing Protection Fund, pursuant to ORC§ 4907.472, to cover that portion of the upgrade cost to be borne by the PUCO proposed above. The actual respective dollar amount, which the Railroad and the PUCO shall bear, will be based upon the actual cost noted in the plans and estimates to be approved by the PUCO Staff and incurred by the Railroad for this Project.

- E. All plans, specifications, estimate of cost, acceptance of work, and procedures in general, to facilitate the construction of the safety upgrade described above, shall conform in all respects to federal laws, rules, regulations, orders, and approvals applicable to state aid projects. The Railroad shall render billings to the PUCO Staff in accordance with said rules and regulations, and shall provide and furnish such itemized records of and substantiating data for such cost that may be required.

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

Article IV. BILLING

- A. The Railroad may bill the PUCO monthly or periodically for its costs when costs exceed \$1,000.00. The Railroad shall submit three (3) 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 the actual costs and showing all details shall be submitted to the PUCO Staff, within ninety (90) days after completion of each project, the PUCO Staff shall pay all bills within sixty (60) days after receipt thereof, except that the PUCO may hold a retainer on all bills not to exceed eight percent (8%) until final payment. The PUCO Staff shall make final payment for all amounts due the Railroad within sixty (60) days after a final audit has been performed and approved by the PUCO Staff. The Railroad agrees to cooperate and assist, as requested, in any such audit. At any time during normal business hours upon three (3) days written notice and as often as the PUCO Staff may deem necessary and in such a manner as not to interfere with the normal business operations, the Railroad shall make available to the PUCO Staff for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Subsidy Stipulation including, but not limited to, records of personnel and conditions of employment and shall permit the PUCO Staff 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 Project, as set in this Subsidy Stipulation, all parties agree to work in good faith with the other parties to resolve the controversy. After attempting to resolve any dispute regarding this Subsidy Stipulation, if the parties are still unable to resolve their dispute, any party shall have the right to seek enforcement of the terms of the Subsidy Stipulation by the PUCO. The decision of the PUCO regarding this dispute is final.
- B. No Project activity reimbursable under this Subsidy Stipulation, including, without limitation, preliminary engineering, shall be commenced until all of the following have occurred: (1) this Subsidy Stipulation shall have been approved and the Railroad directed to submit plans and estimates by the PUCO; (2) all financial obligations of the PUCO, as provided for in this Stipulation are subject to the provisions of ORC§ 126.07 of the Ohio Revised Code and shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the PUCO Staff; and, (3) the Railroad has been notified by the PUCO Staff to proceed with construction of the Project work. Work on the improvements shall commence within 30 days of the occurrence of events (1), (2), and (3) described herein. Said work shall be pursued diligently by the Railroad until completed.

Article V. NOTIFICATION

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

RAILROAD: Wheeling & Lake Erie Railway Company
Tim Andrews
Signal & Communication Supervisor
100 E. First Street
Brewster, OH 44613
(330) 767-7255
tandrews@wlerwy.com

PUCO: Public Utilities Commission of Ohio
Jill Henry
Rail Specialist
Transportation Department, Rail Division
180 East Broad Street
Columbus, Ohio 43215-3793
(614) 466-0435
jill.henry@puc.state.oh.us

Township: Bethlehem Township, Stark County
James Urbach
Trustee
P.O. Box 161
Navarre, Ohio 44662
(330) 756-9207
jimurbach78@gmail.com

Article VI. TERMINATION

This Subsidy Stipulation shall terminate at the end of the present biennium, June 30, 2019. If construction covered under this Subsidy Stipulation is not completed by that date, it is the expressed intention of the parties to renew this Subsidy Stipulation on each successive biennium period until such time as all work contemplated under this Subsidy Stipulation has been satisfactorily completed. If it appears to the PUCO that the Railroad, or the LHA have failed to perform satisfactorily any requirements of this

Subsidy Stipulation, or if the Railroad, or the LHA are in violation of any provision of this Subsidy Stipulation, or upon just cause, the PUCO may:

- A. Terminate the Subsidy Stipulation after providing the Railroad or the LHA with written notice, in accordance with the notice provisions of this Subsidy Stipulation, of its failure to perform satisfactorily any requirement of this Subsidy Stipulation (the "Notice"), which shall provide the Railroad, or the LHA with a thirty (30) day period to cure any and all defaults under this Subsidy Stipulation; or
- B. Immediately terminate the Subsidy Stipulation. During the thirty (30) day cure period, the PUCO, the Railroad, or the LHA shall incur only those obligations or expenditures that are necessary to enable the Railroad or the LHA to achieve compliance as, set forth in the Notice. If it is determined that the Railroad or the LHA cannot cure its default, the Railroad shall immediately cease work under this Subsidy Stipulation, take all necessary or appropriate steps to limit disbursements and minimize cost, and the Railroad shall provide a report, as of the date of receipt of the Notice, setting forth the status of the work completed, the cost of the work completed and such other information as the PUCO shall deem pertinent.

Article VII. REPRESENTATIONS AND WARRANTIES

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

- B. PUCO: PUCO represents and warrants that they have the power and authority to enter into this Subsidy Stipulation and to carry out their obligations pursuant to the terms of this Subsidy Stipulation.
- C. LHA represents and warrants that it is authorized to enter into this Stipulation and to carry out its obligations as delineated herein.

Article VIII. RECORD KEEPING

During performance of this Subsidy Stipulation and for a period of three years after its completion, the Railroad shall maintain auditable records of all work performed under and charges pertaining to this Stipulation and shall make such records available to the PUCO as the PUCO may reasonably require.

Article IX. RIGHTS TO DATA

The PUCO shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by the Railroad pursuant to this Stipulation.

Article X. FALSIFICATION OF INFORMATION

The Railroad and the LHA affirmatively covenant that neither has made any false statements to the PUCO in the process of obtaining this grant of funds. If the Railroad and/or the LHA has/have knowingly made a false statement, the Railroad and the LHA shall be required to return all funds immediately pursuant to ORC§ 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 ORC§ 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 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.

Article XI. EQUAL EMPLOYMENT OPPORTUNITY

In performing this Subsidy Stipulation, the Railroad shall not discriminate against any employee, applicant for employment, or other person because of race, color, religion, gender, national origin (ancestry), military status (past, present or future), disability, age (40 years of age or older), genetic information, or sexual orientation. The Railroad will ensure that applicants are hired and that employees are treated during employment without regard to their race, color, religion, gender, national origin (ancestry), military status (past, present or future), disability, age (40 years of age or older), genetic information, or sexual orientation. The Railroad shall incorporate the foregoing

requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all such subcontracts.

Article XII. DRUG FREE WORKPLACE

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

Article XIII. HOLD HARMLESS PROVISION

The Railroad covenants and agrees to indemnify and hold the LHA, the PUCO and their agents and employees harmless from and against any loss, claim, cause of action, damages, liability (including, without limitation, strict or absolute liability in tort or by statute imposed), charge, cost or expense (including, without limitation, counsel fees to the extent permitted by law), predicated on personal injury or death, or loss of or damage to property, and arising from any work performed pursuant to this Subsidy Stipulation and caused by the Railroad's negligent, intentional, willful or wanton actions or inactions, or such actions or omissions by any subcontractors that may be hired by the Railroad under this Subsidy Stipulation. In case any action involving any work covered by this Subsidy Stipulation is brought by or against any party or parties, said party or parties shall promptly notify the other party or parties of such action. No party shall be liable to any other party for any indirect, special, punitive, incidental or consequential damages.

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

The signatory parties agree to comply with all federal, state and local laws, rules, regulations, and auditing standards, which are applicable to their performance under this Stipulation.

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

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

or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States. The Railroad affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Subsidy Stipulation. Notwithstanding any other terms of this Subsidy Stipulation, the PUCO reserves the right to recover any funds paid for services the Railroad performs outside the United States for which it did not receive a waiver from the Director of the Ohio Department of Administrative Services.

Article XVI. ENTIRETY OF AGREEMENT

This Subsidy Stipulation and its exhibits and any documents referred to herein constitute the entire agreement of the parties and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof. This Subsidy Stipulation shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties. A waiver by any party of any breach or default by the other party shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

Article XVII. CAMPAIGN CONTRIBUTIONS

The Railroad hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of ORC§ 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of ORC§ 3517.13.

Article XVIII. AMENDMENTS OR MODIFICATIONS

Neither this Subsidy Stipulation, nor any rights, duties, nor obligations hereunder, may be assigned or transferred, in whole or in part, by any signatory party, without the written consent of the PUCO.

Article XIX. DEBARMENT

The Railroad represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC§'s 153.02 or 125.25. If this representation and warranty is found to be false, this Subsidy Stipulation is void *ab initio* and the Railroad shall immediately repay to the PUCO any funds paid under this Subsidy Stipulation.

Article XX. HEADINGS

Section headings contained in this Subsidy Stipulation are inserted for convenience only and shall not be deemed a part of this Subsidy Stipulation.

Article XXI. GOVERNING LAW

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

Article XXII. PARTIAL INVALIDITY

A judicial or administrative finding, order, or decision that any part of this Subsidy Stipulation is illegal or invalid shall not invalidate the remainder of the Subsidy Stipulation.

Article XXIII. DUPLICATE COUNTERPARTS

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

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

**On behalf of the Bethlehem Township,
Stark County, Ohio:**

By: _____

[Print Name]

Title: _____

Date: _____

**On behalf of the Public Utilities
Commission of Ohio :**

By: _____

Milan Orbovich

Title: Director of Transportation

Date: _____

**On behalf of the Wheeling & Lake Erie
Railway Company:**

By: TJ Andrews

Timothy J. Andrews

[Print Name]

Title: S + C Supervisor


Date: 9-28-17

Article XXIII. DUPLICATE COUNTERPARTS

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

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


**On behalf of the Bethlehem Township,
Stark County, Ohio:**

By: 
James Joe Urbach
[Print Name]

Title: Trustee President

Date: 09-28-2017

**On behalf of the Public Utilities
Commission of Ohio :**

By: 
Milan Orbovich

Title: Director of Transportation

Date: 10/3/17

**On behalf of the Wheeling & Lake Erie
Railway Company:**

By: _____
[Print Name]

Title: _____

Date: _____



Public Utilities Commission

Asim Z. Haque, Chairman

Commissioners

M. Beth Trombold
Thomas W. Johnson
Lawrence K. Friedeman
Daniel R. Conway

August 30, 2017

Mr. James Urbach
Trustee
Bethlehem Township, Stark County
8600 Blough Ave. SW
P.O. Box 161
Navarre, Ohio 44662

Re: Riverland Ave. (DOT#473-133X), Wheeling &
Lake Erie Railroad

Dear Mr. Urbach:

Pursuant to the application submitted on behalf of the Bethlehem Township for state funded lights and gates at the above referenced crossing, the Commission has completed the field survey and received an estimate from Wheeling & Lake Erie Railroad (WE).

The standard apportionment for upgrading warning devices is a 90/10 split between the Local Highway Authority (Bethlehem Township) and the railroad. The Commission will assist the LHA with a percentage of their share. The railroad has the responsibility for the maintenance of the devices. Based upon the preliminary cost estimates submitted by WE the funding breakdown would be:

Riverland Avenue (DOT#473-133X)

Estimated Project Cost: \$375,000

RR:	\$37,500	which is 10%
PUCO:	\$337,500	which is 90%
LHA:	\$0	which is 0 %

Please note that the foregoing proposal contains only ballpark estimates, and is intended to assist the Township in its evaluation of the project. A copy of the diagnostic review is attached for your review.

Please contact me by October 15, 2017 as to whether the Township accepts or rejects this proposal. The Commission looks forward to assisting the Township in developing safer highway-railroad grade crossings for your citizens.

If you have any additional questions, I can be contacted at 614-466-0435.

Sincerely,

Jill Henry
Rail Specialist
PUCO Rail Division

Enclosure

cc: Railroad
File



Diagnostic Review Team Survey

Date: 11/16/16

Location Data

Street or Road Name: Riverland Avenue

Route/Road Number
(i.e. Twp., Co., SR or US) TR 298 (include SLM if State or US route)

AAR-DOT No.: 473-133X

County: Stark

Township: Bethlehem

City: Navarre
(In or

Railroad
Name: WE

Railroad
Division: WLE System

Branch/Line
Name: Main

Nearest RR
Timetable Station: Bolivar

RR Milepost: 142.4

On-Site Review Team

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

1. Jill Henry PUCO- 614-466-0435 jill.henry@puc.state.oh.us
2. Jimmy Urbach Bethelhem Trustee- 330-418-2033 jimurbach78@gmail.com
3. Randy Johr PUCO- 614-466-1150 randy.johr@puc.state.oh.us
4. Tim Andrews Wheeling & Lake Erie Railroad- 330-417-5541 tandrews@wlerwy.com
5. James Tucker ORDC- 614-398-6897 james.tucker@dot.ohio.gov
6. _____
7. _____
8. _____
9. _____

Type of Warning Devices	Installed?		Quantity/Comments
Advance Warning Signs (condition?)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	One side (south)
'Stop' Signs	<input checked="" type="checkbox"/> Yes	<input 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	Both Sides
Crossbucks	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Number of Tracks Signs	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	1 track
Inventory Tags	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Interconnected Highway Traffic Signal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Mast-Mounted Flashing Lights	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Cantilever Flashing Lights	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Number: Length:
Side Lights	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Automatic Gates	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Number: Length:
Bells	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Number:
Sidewalk Gate Arms	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
'No Turn' Signs	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Illumination	<input 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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Rumble Strips

Safety Data (Obtain crash reports, if possible, prior to review)		
	Initial Information (from database)	Revised
Number & dates of crashes in previous 5 years	None	
Hazard Ranking	1790	Date Run: 11/2/16
Railroad Data		
Railroad Characteristics	Initial Information (from database)	Revised
Total trains per day	6	
< 1 per day	n/a	
Day thru trains	2	
Night thru trains	0	
Daytime switching movements	4	
Nighttime switching movements	0	
Total number of tracks	1	
Number of main tracks	1	
Number of other tracks	0	
Maximum train speed	40	
Typical train speed	40	
Amtrak	n/a	
If non-gated crossing, is clearing sight distance adequate in all quadrants? (See Table 1) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Curve in tracks/bad angle crossing		
If multiple tracks, can two trains occupy crossing at the same time? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Can one train block the motorists' view of another train at crossing? <input type="checkbox"/> Yes (Explain below) <input checked="" type="checkbox"/> No Can one or more tracks be eliminated through the crossing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Are there other track(s) crossing this same roadway within 100 ft of this crossing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, Crossing DOT #(if different) _____ If yes, distance _____ (take measurement between track centerlines at closest point along roadway)		
Roadway Data		
Local Highway Authority:		Bethlehem Township
Roadway Characteristics	Initial Information (from database)	Revised
Average daily traffic	300 (2007)	
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: <u>24</u> ft. Crossing surface is 40'		
Number of highway lanes	2	
Urban or Rural	Rural	
Vehicle Speed: <u>55</u> MPH		
School Bus Operation: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <u>4</u> Amount		
Hazardous Materials Trucks: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <u>Unknown</u> 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No Angle of Roadway makes it difficult to see on approach		

Quadrant <u>NW</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>SE</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: <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"/> Institutional <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential	Location of nearby schools: 4 miles- Navarre
Utility Information	
Is commercial power available? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Near Crossing	
Utility Provider (Company Name) <u>AEP</u> Phone Number _____	
Nearest Available Power Source <u>Homes near x-ing</u>	
What other utilities are present? <u>Gas Pipeline and Overhead Electric</u> (add locations to sketch)	
Is(are) there potential utility conflict(s) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	
Comments: Pipeline crosses tracks south of crossing will be in the way of circuitry. Consider House in NE quadrant?	

Potential Red Flags / Project Challenges

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

N/A

Crossing Consolidation or Closure:

No

Real Estate or ROW:

Railroad ROW- there was an old 2nd track—SS 55' edge of tie/ NS 75 edge of tie

Culverts / Drainage / Ballast Conditions:

No Concerns

Roadway and/or Sidewalks:

Township to check about surface maintenance issues.

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

No issues

Environmental:

None

Other:

None

Diagnostic Team Recommendations

	Quadrants Needed
<input checked="" type="checkbox"/> Install/upgrade active devices	
<input type="checkbox"/> Automatic Flashing Lights (AFLS)	
<input type="checkbox"/> AFLS / Cants	
<input checked="" type="checkbox"/> AFLS / Gates	Extra sidelights for drives on West side of crossing
<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	
<input type="checkbox"/> Other (define)	

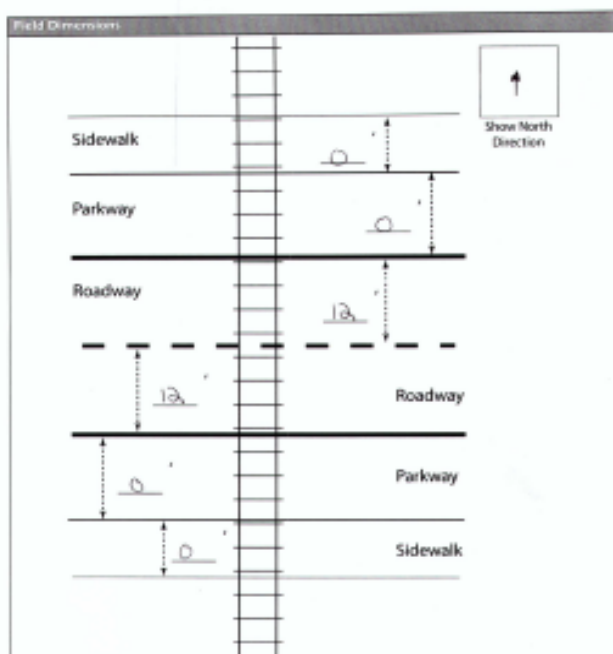
Comments: Issue w/NW quad preview- possible extra light on the other side of roadway. SE quad will have taller mast w/ sidelight for private driveway entrances.

Consider NE quad for house.

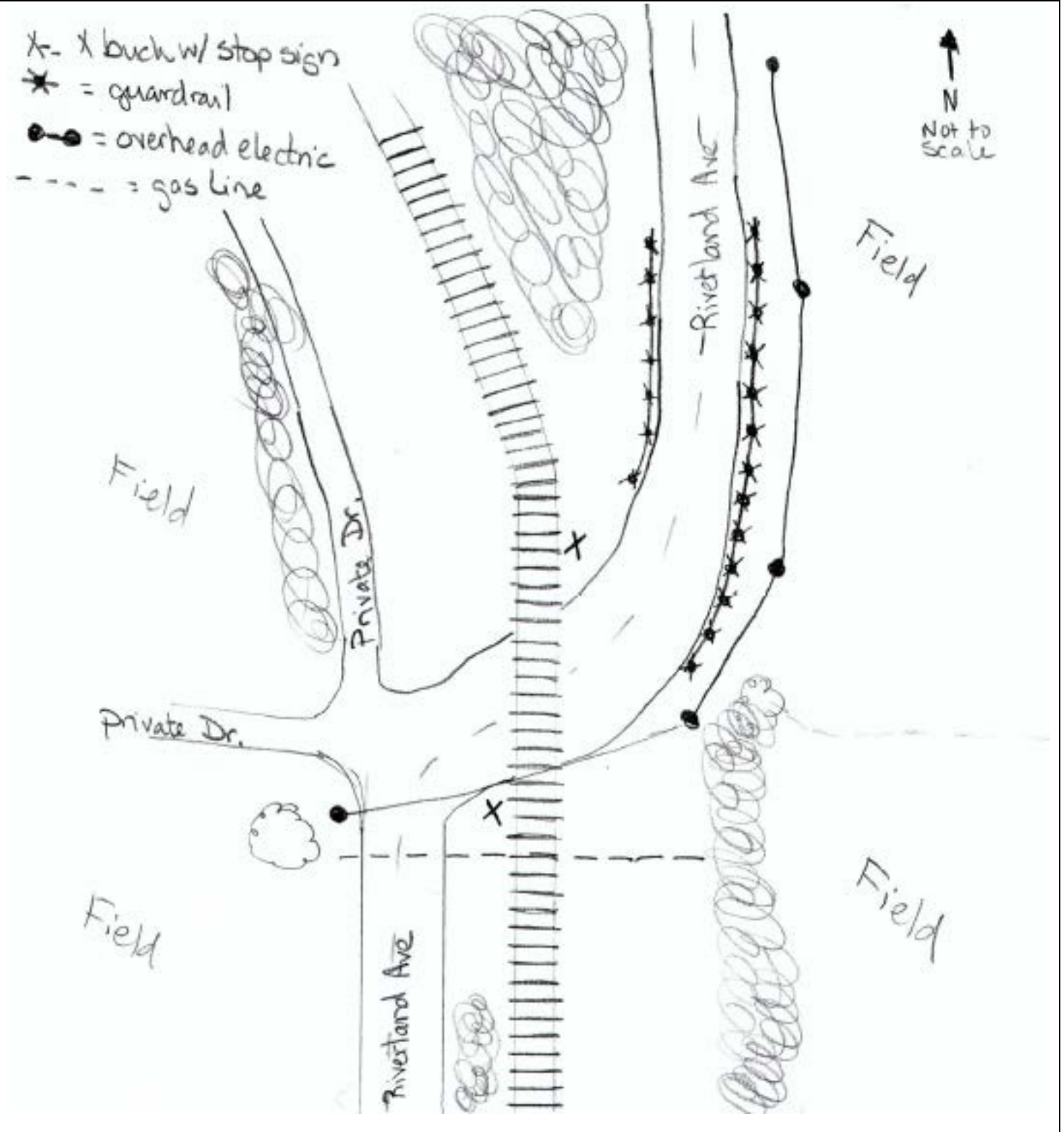
<input type="checkbox"/> Install/upgrade traffic signal preemption	
<input type="checkbox"/> No improvements needed	
<input type="checkbox"/> Other (define)	

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

Jim Kof J. J. J. T. A.



Field Sketch



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

Sketch by: IAH

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

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

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.

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Commission of Ohio Docketing Information System on

10/18/2017 9:06:09 AM

in

Case No(s). 17-2134-RR-STP

Summary: Application In the Matter of a Request for the Installation of Lights and Gates at the Wheeling & Lake Erie Railroad crossing on Riverland Avenue/TR 298 (DOT#473-133X) in Stark County, Bethlehem Township, Ohio. electronically filed by Mrs. Jill A Henry on behalf of PUCO/Rail Division