

Memo

To: Docketing Division
From: Jill Henry, Chief, Rail Division
Cc: PUCO Legal Department
Date: 8/27/2021

Re: PUCO Case No. 21-895-RR-FED- In the Matter of a Request for the Installation of Active Warning Devices and a Grade Crossing Surface at Cincinnati Eastern Railroad Grade Crossing, DOT# 481-736R, on Round Bottom Road/CR 106 in Clermont County, Ohio.

On April 15, 2019, the Ohio Rail Development Commission (ORDC) authorized funding for Cincinnati Eastern Railroad (CCET) to install lights and gates and surface reconstruction at Round Bottom Road/CR 106, DOT#481-736R, grade crossing in Clermont County, Ohio. The crossing was surveyed, on May 11, 2018, and was found to warrant the upgrades. The electric utility provider for this crossing is Duke Energy.

The project will be paid for with federal funds and is actual cost. The plans and estimates for the project in the amount of \$441,907.24 have been approved. Construction may commence at once. **Staff requests a Finding & Order with completion of the project in nine months.** Staff requests that the following language be incorporated in the Finding & Order:

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

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

Please serve the following parties of record:

Cincinnati Eastern Railroad
Mr. Chris Whitley
8330 Broadwell Road
Cincinnati, OH 45244

40 Services LLC
Michael Forte
Project Manager
PO Box 3108
Westerville, OH 43086

Ohio Rail Development Commission
Allen Bell
Manager Grade Crossing Safety Programs
1980 West Broad Street
Mail Stop #3140
Columbus, OH 43223

Clermont County Engineer
Jeremy Evans
County Engineer
2381 Clermont Center Drive
Batavia, OH 45103

Duke Energy

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

TO: Jill Henry, Rail Division Chief, PUCO
FROM: Allen Bell, Manager, Safety Section, ORDC
BY: Michael Lynch
SUBJECT: CLE Round Bottom 481736R PID 108517
DATE: 7/26/2021

The Public Utilities Commission of Ohio (PUCO) established a diagnostic survey at the subject location on 5/11/2018. The Ohio Rail Development Commission (ORDC) attended the review. The Diagnostic Team recommended the improvement of warning devices to flashing lights, roadway gates and surface reconstruction. Copies of the diagnostic review form and the plan and estimate are attached.

PE has already been provided by the railroad. ORDC accepts the site plans and estimates as provided. Please issue a construction-only order for the project outlined above. ORDC recommends a nine (9) month construction timeline. This authorization is made with the stipulation and understanding that an approved estimate may contain entries for items or activities that may be cited and found to be ineligible for federal participation during the project audit.

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

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

Thank you for your assistance with these matters.

Attachment: Diagnostic Review
Letter Agreement
PE Authorization
Plan, Estimate & Material List
Construction Authorization

c: Jill Henry, Rail Division Chief, PUCO
Michael Lynch ORDC Project Manager (file)



Rail Development Commission

Mike DeWine, Governor
Jon Husted, Lt. Governor

Mark Policinski, Chair

Date: July 20, 2021

Mr. Chris Whitley
President
Cincinnati Eastern Railroad
43 W Union Street
Liberty, IN 47353

RE: CLE, Round Bottom Rd., DOT#481-736R, PID 108517.

Dear: Mr. Chris Whitley,

The bid process for the referenced project is acceptable. The CCET may proceed with the construction of the proposed grade crossing warning system and surface reconstruction in accordance with the abbreviated plan. This authorization is made with the stipulation and understanding that the approved estimate may contain entries for items or activities that may be cited and found to be ineligible for federal participation during the project audit. Reimbursement of eligible actual cost is limited to \$441,907.24. Additional costs must be approved in writing by the Ohio Rail Development Commission (ORDC) prior to being incurred. Emergency verbal authorizations by ORDC may be permitted but must be confirmed in writing within ten (10) business days of the verbal approval.

This authorization is contingent upon CCET accepting the following instructions:

1. CCET's project foreman will furnish written notification five (5) working days prior to the date work will start at the project site to Michael Lynch, ORDC, email Michael.lynch@dot.ohio.gov and to the Public Utilities Commission of Ohio, email Jill.henry@puco.state.oh.us. CCET's project foreman will also notify the same of any stops and re-starts of the work activity and of the date work was completed for the project.
2. CCET will arrange for utilities to be located at the project site by the Ohio Utilities Protection Service (OUPS) prior to any construction activities at the site. Utilities that are not participating members of the service must be contacted directly by CCET.

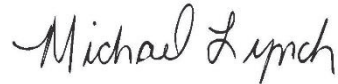


3. CCET's project foremen will notify Michael Lynch at 614-395-1824 (telephone) or Michael.lynnh@dot.state.ohio.gov (email) of any changes in the scope of work, cost overruns, material changes, etc. which are not included in the approved plan and estimate and secure approval of same before the work is performed.
4. Open cut of roadways is *not permitted* except in unusual circumstances and must be coordinated with the local highway authority and preapproved by ORDC.
5. CCET will furnish two (2) copies of each partial bill to ORDC. Please find the enclosed Purchase Order to reference when billing.
6. CCET will furnish two (2) copies of the final all-inclusive bill to ORDC stating the exact dates of starting and completing work, the initial and final dates of construction and location where the accounts may be audited.
7. This installation will include any ancillary work to make the warning devices function as designed and meet MUTCD.

Thank you for your assistance with these matters.

Sincerely,

Michael Lynch



Project Manager

Attachment: ODOT P.O.

C: John Williams, Director of Transportation, PUCO
Jill Henry, Rail Division Chief, PUCO
ORDC (file)

GRADE CROSSING PROJECT ESTIMATE

CLE – C.R. 106, ROUND BOTTOM ROAD / 481 736R

CINCINNATI EASTERN RAILROAD

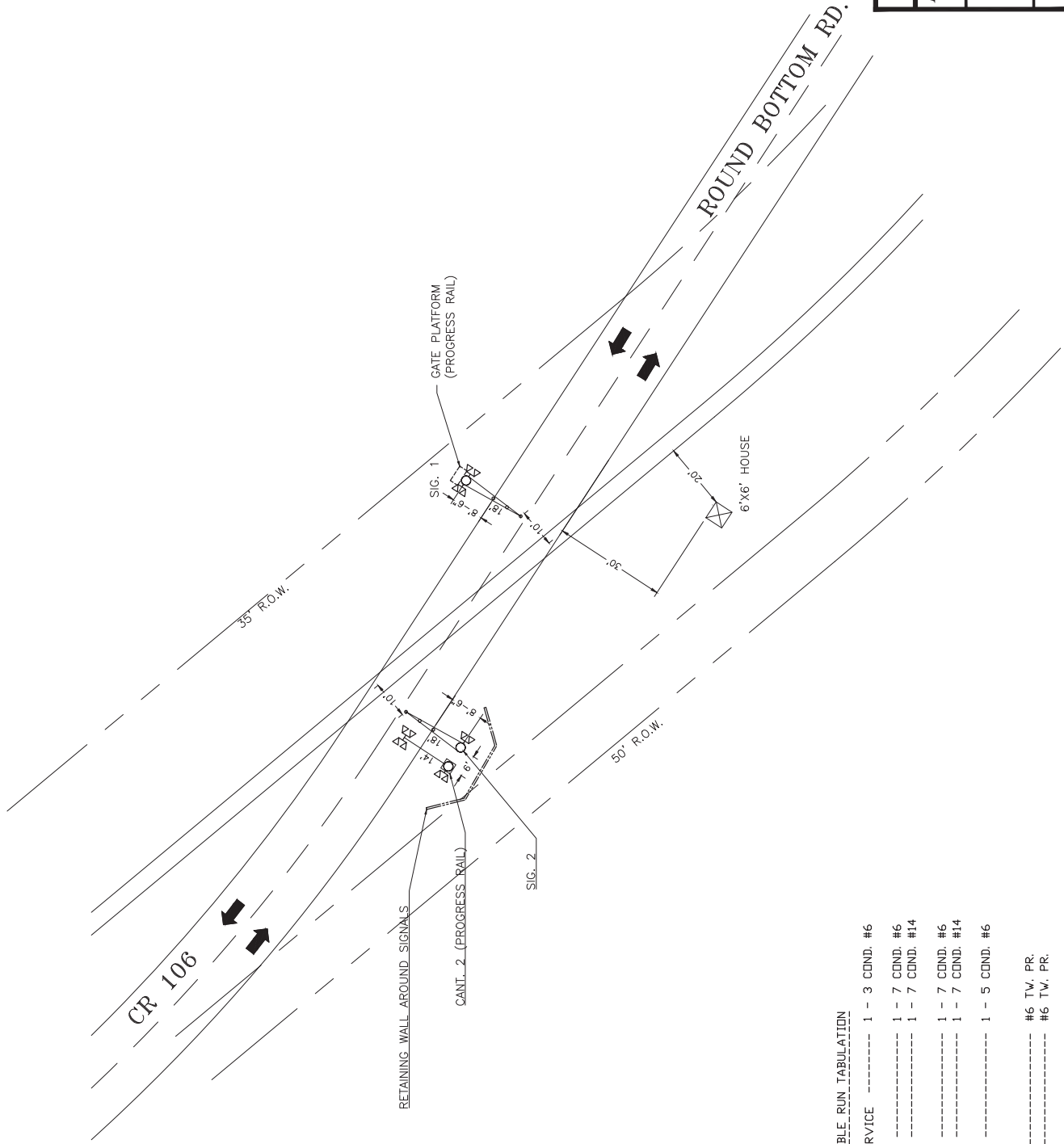
Provided by 40 Services LLC

ESTIMATE:

Item	Cost
Crossing Reconstruction Bid (Wintrow)	\$ 133,988.42
Warning Device Engineering and Construction Bid (Millennium)	\$ 216,182.24
Meter Pole (Crosier)	\$ 5,000.00
Signal 1 Berm Wall (Millennium)	\$ 19,893.58
Boring (Millennium)	\$15,443.00
Duke Energy Electric Service	\$ 15,000.00
Phone Utility Relocation (Cincinnati Bell)	\$ 1,000.00
Cincinnati Eastern - Accounting	\$ 1,000.00
Cincinnati Eastern - Signal Maintainer	\$ 2,500.00
Millennium Rail Services RRPL Insurance	\$ 1,400.00
40 Services Management	\$ 27,000.00
Video System	\$ 3,500.00
Total	\$ 441,907.24



- NOTES:
1. ALL DIMENSIONS ARE APPROXIMATE AND MAY VARY DUE TO ACTUAL FIELD CONDITIONS.
 2. SIGNAL 1 TO HAVE BELL.



CABLE RUN TABULATION

HOUSE TO AC POWER SERVICE	1 - 3 COND. #6
HOUSE TO SIGNAL 1	1 - 7 COND. #6
HOUSE TO SIGNAL 1	1 - 7 COND. #14
HOUSE TO SIGNAL 2	1 - 7 COND. #6
HOUSE TO SIGNAL 2	1 - 7 COND. #14
SIGNAL 2 TO CANT 2	1 - 5 COND. #6
HOUSE TO T1 & T2	#6 T.W. PR.
HOUSE TO R1 & R2	#6 T.W. PR.

CINCINNATI EASTERN RAILROAD

MILLENNIUM
RAIL SERVICES

HIGHWAY CROSSING WARNING DEVICES
ROUNDBOTTOM RD. / CR 106
MILFORD OH.
MP. 1757 DOT. # 481 736R

REVISIONS

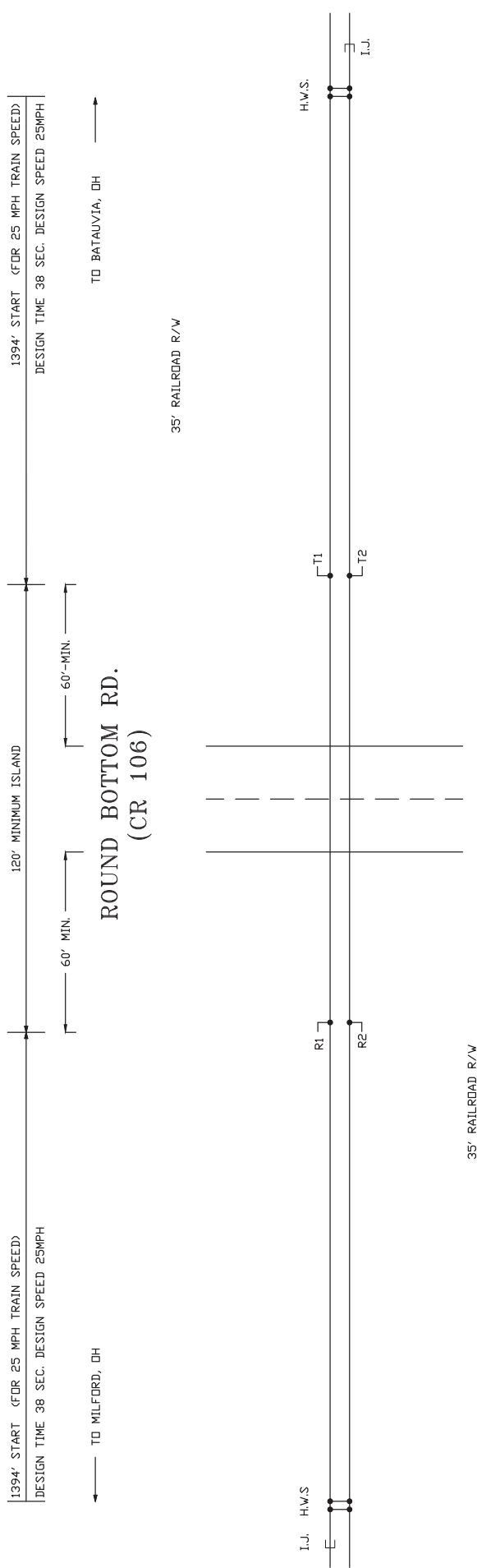
SCALE: N/A
DESIGN BY: NAC
CHECKED BY: NAC
DATE: 2-12-21

LOCATION PLAN

DRAWING NO.

SHEET 1 OF 16

THE OPERATION OF THE CROSSING WARNING DEVICES CANNOT BE CHECKED FINALLY UNTIL ALL DEVICES AND DEVICES ARE CONNECTED TO FORM A COMPLETE OR AN EFFECTIVE PORTION THEREOF. SUCH DEVICES MUST BE GIVEN COMPLETE CIRCUIT AND OPERATIONAL TEST BEFORE BEING PLACED IN REGULAR OPERATION.

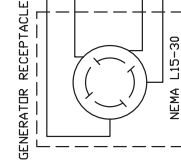
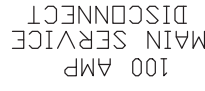


APPROACH LENGTHS TABLE	
BASE WARNING TIME	30 SEC.
EQUIPMENT RESPONSE TIME	3 SEC.
CLEARANCE TIME	5 SEC.
DESIGN TIME	38_SECONDS
MAX. SPEED THROUGH CROSSING	25 MPH
DESIGNED LENGTH	1,394 FT

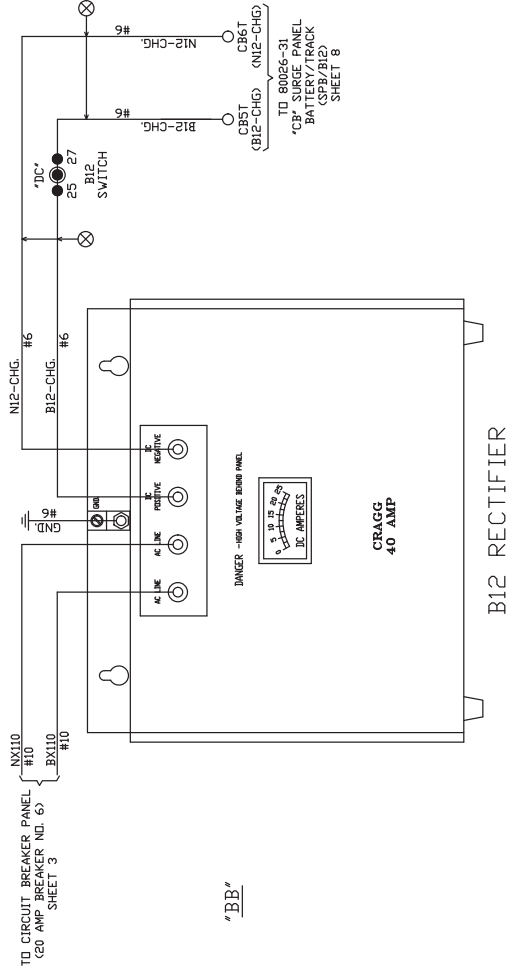
NOTES:

1) ALL DIMENSIONS ARE APPROXIMATE
AND MAY VARY DUE TO ACTUAL
FIELD CONDITIONS.

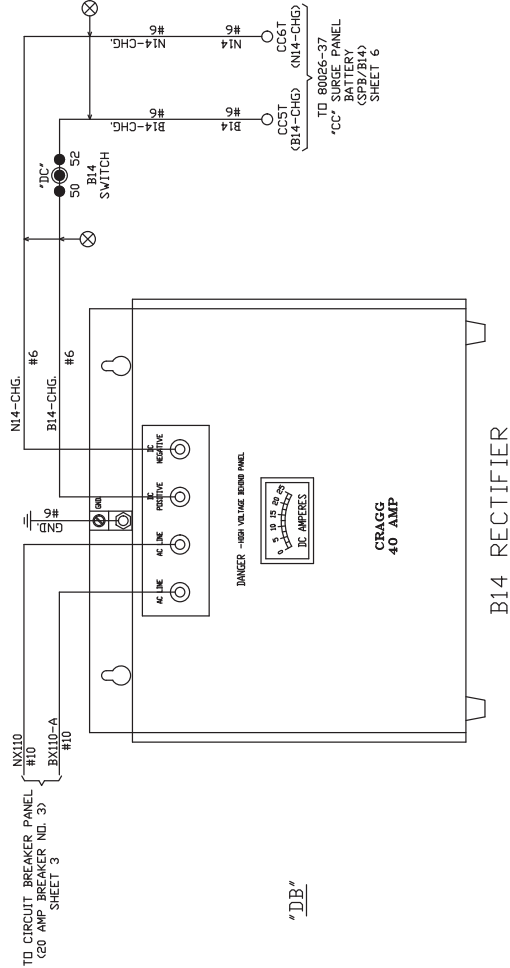
[illegible]

TO 220V AC
SERVICE

THE OPERATION OF THE ORGANIZATION REPRESENTED HEREON CANNOT BE CHECKED FINALLY UNTIL ALL CIRCUITS AND DEVICES ARE CONNECTED TO FORM A COMPLETE OR AN EFFECTIVE PORTION THEREOF. SUCH SYSTEM OR PORTION MUST BE GIVEN COMPLETE CIRCUIT AND OPERATIONAL TEST BEFORE BEING PLACED IN REGULAR OPERATION.



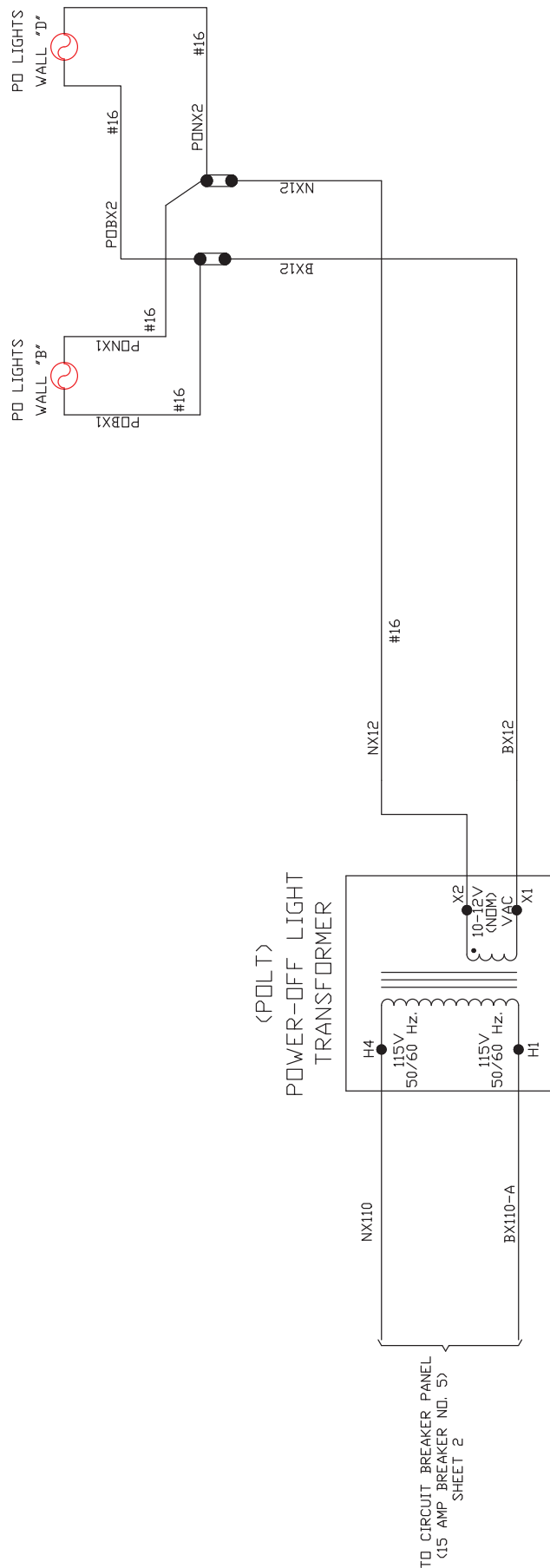
"BB"



"DB"

NOTE:
⊗ = TWISTED PAIR

CINCINNATI EASTERN RAILROAD	
HIGHWAY CROSSING WARNING DEVICES ROUNDBOTTOM RD. / CR 106 MILFORD OH. M.P. 17.57 D.D.T. # 481 736R	
CHARGER LAYOUT	
SCALE: 1" = 10'-0"	DRAWING NO.
DESIGNED BY: MJC	SHEET 4 OF 15
CHECKED BY: MJC	
DATE: 04-12-21	
THE OPERATION OF THE ABOVE DESCRIBED WARNING DEVICES CAN ONLY BE ASSURED IF ALL ELECTRICAL CONNECTIONS ARE MADE IN ACCORDANCE WITH THE INSTRUCTIONS AND DEVICES ARE CONNECTED TO THEIR A COMPLETE AND EFFECTIVE POWER SOURCE. SUCH SYSTEMS MUST BE TESTED BEFORE BEING PLACED IN OPERATION.	



CINCINNATI EASTERN RAILROAD	
MILLENNIUM RAIL SERVICES	HIGHWAY CROSSING WARNING DEVICES ROUNDBOTTOM RD. / CR 106 MILFORD OH. M.P. 17.57 DLT. # 481 736R
REVISIONS	PD LIGHT PLAN
SCALE: N/A DESIGN BY: MAC CHECKED BY: MAC DATE: 8-12-21	DRAWING NO.
SHEET 5 OF 16	
THE OPERATION OF THE APPLIANCE MUST BE OBSERVED BEFORE ANY WORK IS DONE. ALL APPLIANCE MUST BE TESTED AND OPERATIONAL BEFORE BEING PLACED IN SERVICE. THE OPERATION OF THE APPLIANCE MUST BE OBSERVED BEFORE ANY WORK IS DONE. ALL APPLIANCE MUST BE TESTED AND OPERATIONAL BEFORE BEING PLACED IN SERVICE.	

TO B14 BATTERY CHARGER
NRS 12/40
SHEET 4

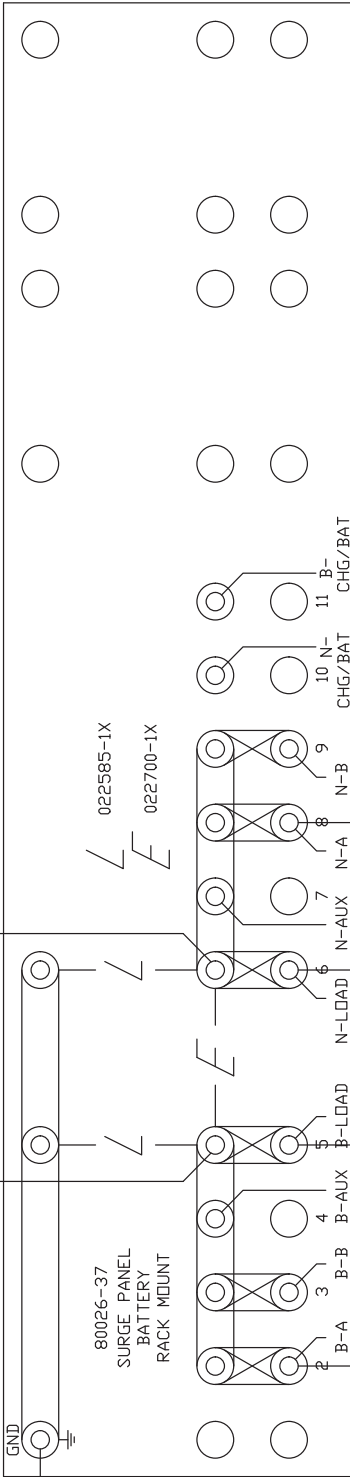
DCS2 (B14 SW.)

BATT. CHG. DC-

B14-CHG. #6

#6

(SPB/B14)



80026-37
SURGE PANEL
BATTERY
RACK MOUNT

"CC"

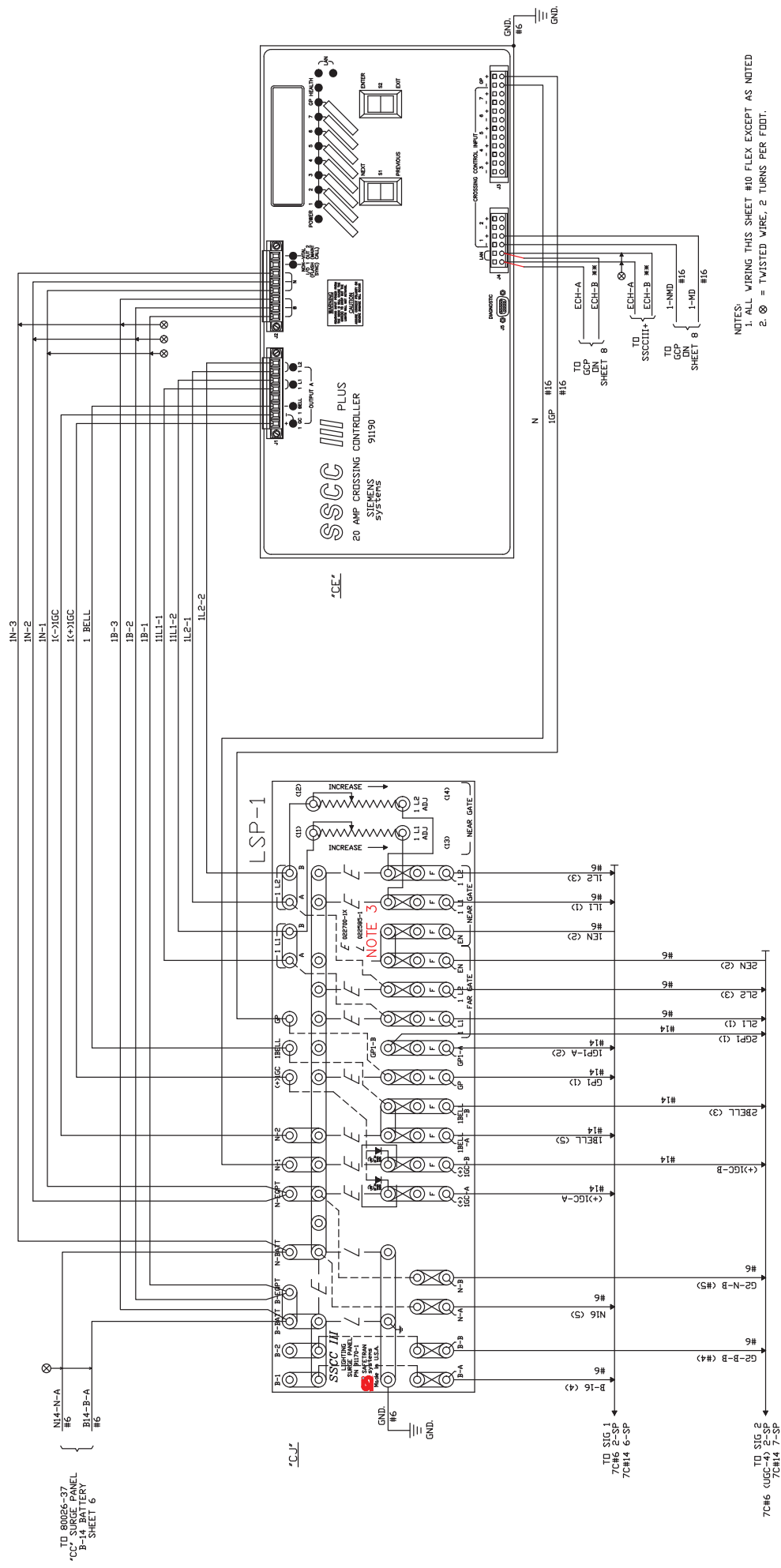
NOTE:

⊗ = TWISTED PAIR

TO LSP-1
SURGE PANEL 91170-1
SHEET 7

CINCINNATI EASTERN RAILROAD	
MILLENNIUM RAIL SERVICES	HIGHWAY CROSSING WARNING DEVICES ROUNDBOTTOM RD. / CR 106 M.P. 17.57 MILFORD OH. D.D.T. # 481 736R BATTERY SURGE PANEL
REVISIONS	SCALE: N/A DESIGNED BY: NAC CHECKED BY: NAC DATE: 04-02-21
DRAWING NO.	SHEET 6 OF 15

THE COMPANY OF THE ABOVE NAMED PROJECTED WARNING DEVICES BE LOCATED ONLY IN THE AREA OF THE CROSSING. THESE DEVICES MUST BE MAINTAINED IN A COMPLETELY OPERATIVE CONDITION. SUCH DEVICES AND DEVICES ARE CONNECTED TO A COMPLETELY OPERATIVE SYSTEM. THESE DEVICES, SUCH AS SYSTEM OR PARTS, MUST BE USED COMPLETELY AND OPERATIONAL TEST BEFORE BEING PLACED IN



CINCINNATI EASTERN RAILROAD

MILLENNIUM RAIL SERVICES

REVISIONS

HIGHWAY CROSSING WARNING DEVICES

ROUNDBOTTOM RD. / CR 106

M.P. 17.57 D.D.T. # 481 736R

CROSSING CONTROLLER DETAIL

DRAWING NO.

SCALE: 1" = 10'

DESIGNED BY: MJC

CHECKED BY: MJC

DATE: 04-12-21

SHEET 7 OF 15

THE COMPANY OF THE ABOVE-NAMED VENDOR SHALL BE OBLIGED TO MAINTAIN THE SYSTEM IN A COMPLETELY OPERATIONAL CONDITION AT ALL TIMES. SUCH CABLES AND DEVICES ARE CONNECTED TO FORM A COMPLETE AND EFFECTIVE SYSTEM. THE SYSTEM MUST BE KEPT COMPLETELY OPERATIONAL AT ALL TIMES. TEST BEFORE BEING PLACED IN SERVICE.

TO 80026-37
"CC" SURGE PANEL
B-14 BATTERY
SHEET 6

TO SIG 2
7C#6 (UGC-4) 2-SP
7C#14 7-SP

TO SIG 1
7C#6 2-SP
7C#14 6-SP

TO B12 BATTERY CHARGER
NRS 12/20
SHEET 4

DC27 (B12 SW) BATT. CHG. DC-

2-2C #6 TV
TO TRACK
CONNECTIONS

(SPB/B12)

80026-31
SURGE PANEL
BATTERY/TRACK
RACK MOUNT

022585-1X
022700-1X

B-CHG/BAT

N-CHG/BAT

N-D

N-C

N-B

N-A

N-BAT

B-BAT

B-D

B-B

B-A

B-C

B-D

B-B

B-A

B-C

B-D

B-B

B-A

B-C

B-D

B-B

B-A

B-C

B-D

B-B

B-A

B-C

B-D

B-B

B-A

B-C

B-D

B-B

B-A

B-C

B-D

B-B

B-A

B-C

B-D

B-B

B-A

B-C

B-D

B-B

B-A

B-C

B-D

B-B

B-A

B-C

B-D

B-B

B-A

B-C

B-D

B-B

B-A

B-C

B-D

B-B

B-A

B-C

B-D

B-B

B-A

B-C

B-D

B-B

B-A

B-C

B-D

B-B

B-A

T-RX7100
SHUNT AUGMENTER

B110

N110

BR

N12

TO BRKR

TO TRACK
PANEL XMT1

TO TRACK
PANEL XMT2

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

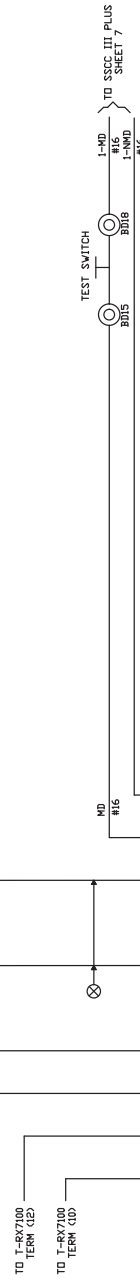
TO XMT1
ON GCP

TO XMT2
ON GCP

TO XMT1
ON GCP

TO XMT2
ON GCP

OMAX 36' TO EARTH GROUND



TEST SWITCH

1-MD
#16
1-WND
#16

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

TO SSCC III PLUS
SHEET 7

PER

1E

1E

1E

1E

1E

1E

1E

1E

1E

1E

1E

1E

1E

1E

1E

1E

1E

1E

1E

1E

1E

1E

1E

1E

1E

1E

1E

1E

1E

1E

1E

1E

PE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

PE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

PE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

NPE

#16

3000 GCP APPLICATION HISTORY CARD

Equipment: GCP 3000+ Unit/Serial No: Crossing No: 48173GR

Crossing Name: City: MILFORD State: OHIO

Date Installed: Weather Conditions: *

PROGRAMMING HISTORY (continued)

Initial Programmed Value Date:		Program Change Date:	Program Change Date:
SAVING MASTER/SLAVE	MASTER <input checked="" type="checkbox"/> SLAVE <input type="checkbox"/>	MASTER <input type="checkbox"/> SLAVE <input type="checkbox"/>	MASTER <input type="checkbox"/> SLAVE <input type="checkbox"/>
PASSWORD ENABLED	DISABLED <input checked="" type="checkbox"/> ENABLED <input type="checkbox"/>	DISABLED <input type="checkbox"/> ENABLED <input type="checkbox"/>	DISABLED <input type="checkbox"/> ENABLED <input type="checkbox"/>
RECORDER INSTALLED	NOT INSTALLED <input checked="" type="checkbox"/> INSTALLED <input type="checkbox"/>	NOT INSTALLED <input type="checkbox"/> INSTALLED <input type="checkbox"/>	NOT INSTALLED <input type="checkbox"/> INSTALLED <input type="checkbox"/>
RS-232-C BAUD RATE	bps	bps	bps
RS-232-C DATA BITS	7 <input type="checkbox"/> 8 <input type="checkbox"/>	7 <input type="checkbox"/> 8 <input type="checkbox"/>	7 <input type="checkbox"/> 8 <input type="checkbox"/>
RS-232-C STOP BITS	1 <input type="checkbox"/> 2 <input type="checkbox"/>	1 <input type="checkbox"/> 2 <input type="checkbox"/>	1 <input type="checkbox"/> 2 <input type="checkbox"/>
RS-232-C PARITY	NONE <input type="checkbox"/> MARK <input type="checkbox"/>	NONE <input type="checkbox"/> MARK <input type="checkbox"/>	NONE <input type="checkbox"/> MARK <input type="checkbox"/>
	SPACE <input type="checkbox"/>	SPACE <input type="checkbox"/>	SPACE <input type="checkbox"/>
	EVEN <input type="checkbox"/>	EVEN <input type="checkbox"/>	EVEN <input type="checkbox"/>
DATE (e.g. MON 16 NOV 1987)	*		
TIME (e.g. 11:55:43 AM)	*		
DAYLIGHT SAVINGS	ON <input checked="" type="checkbox"/> OFF <input type="checkbox"/>	ON <input type="checkbox"/> OFF <input type="checkbox"/>	ON <input type="checkbox"/> OFF <input type="checkbox"/>

PROGRAMMING HISTORY

Initial Programmed Value	Program Change	Program Change
Date: _____	Date: _____	Date: _____
■ press PROGRAM key NUMBER OF TRACKS (Number of transceiver modules, 1 or 2), FREQUENCY (MS/GCP) UNIDIRECTIONAL/BIDIRECTIONAL XMIT LEVEL PREDICTOR/MOTION SENSOR WARNING TIME SELECTED APPROACH DISTANCE SELECTED APPROACH DISTANCE COMPUTED UAX PICKUP DELAY (UAX) (0=OFF) ENA/UAX2 DELAY (0 = ENA)	1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> Hz. T1: UNID <input type="checkbox"/> BI <input checked="" type="checkbox"/> T1: MAX <input type="checkbox"/> MED <input checked="" type="checkbox"/> T1: PRED <input checked="" type="checkbox"/> MS <input type="checkbox"/> T1: _____ sec. T2: _____ sec. T1: _____ ft. T2: _____ ft. T1: _____ ft. T2: _____ ft. 0 _____ sec. 0 _____ sec.	1 <input type="checkbox"/> 2 <input type="checkbox"/> Hz. UNID <input type="checkbox"/> BI <input type="checkbox"/> MAX <input type="checkbox"/> MED <input type="checkbox"/> MAX <input type="checkbox"/> MED <input type="checkbox"/> PRED <input type="checkbox"/> MS <input type="checkbox"/> PRED <input type="checkbox"/> MS <input type="checkbox"/> _____ sec. _____ sec. _____ ft. _____ ft. _____ ft. _____ ft. _____ sec. _____ sec.
ISLAND DISTANCE (between island track wire connections)	T1: _____ ft. T2: _____ ft.	_____ ft. _____ ft.
NUMBER OF DAX'S DAX A TRACK ASSIGNMENT DAX A DISTANCE (0=PREEMPT) DAX A WARNING TIME DAX B TRACK ASSIGNMENT DAX B DISTANCE (0=PREEMPT) DAX B WARNING TIME DAX C TRACK ASSIGNMENT DAX C DISTANCE (0=PREEMPT) DAX C WARNING TIME DAX D TRACK ASSIGNMENT DAX D DISTANCE (0=PREEMPT) DAX D WARNING TIME	0 0 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> T1 <input type="checkbox"/> T2 <input type="checkbox"/> 0 _____ ft. 44 _____ sec. T1 <input type="checkbox"/> T2 <input type="checkbox"/> N/A _____ ft. N/A _____ sec. T1 <input type="checkbox"/> T2 <input type="checkbox"/> N/A _____ ft. N/A _____ sec. T1 <input type="checkbox"/> T2 <input type="checkbox"/> N/A _____ ft. N/A _____ sec.	0 0 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> T1 <input type="checkbox"/> T2 <input type="checkbox"/> _____ ft. _____ sec. T1 <input type="checkbox"/> T2 <input type="checkbox"/> _____ ft. _____ sec. T1 <input type="checkbox"/> T2 <input type="checkbox"/> _____ ft. _____ sec. T1 <input type="checkbox"/> T2 <input type="checkbox"/> _____ ft. _____ sec.

* = TO BE COMPLETED AT CUT-IN

САНІТАЦІЙНА ІСТОРІЯ

		LINEARIZATION HISTORY					
		CALIBRATION HISTORY		LINEARIZATION HISTORY			
※		EZ/EX VALUES (TRACK UNOCCUPIED)		HARDWIRE SHUNT AT TERMINATION SHUNT	HARDWIRE SHUNT AT 50 PERCENT POINT OF TRACK		
		EZ	EX	EZ VALUE	EZ-2 VALUE	NO LINEARIZATION STEP #	COMPLETE EZ
	WEST	TRACK 1					
	WEST	TRACK 1					
EAST	TRACK 2						
EAST	TRACK 2						

CINCINNATI EASTERN RAILROAD

MILLENNIUM

HIGHWAY CROSSING WARNING DEVICES
ROUNDBOTTOM RD. / CR 106

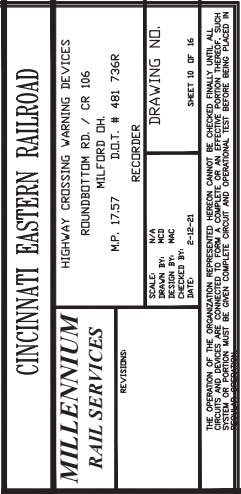
REVISIONS:

GCP APPLICATION CARD

SCALE:	N/A
DRAWING NO.	

CHECKED BY: _____
DATE: 2-12-21

THE OPERATION OF THE ORGANIZATION REPRESENTED HEREON CANNOT BE CHECKED FINALLY UNTIL ALL CIRCUITS AND DEVICES ARE CONNECTED TO FORM A COMPLETE OR AN EFFECTIVE PORTION THEREOF. SUCH SYSTEM OR PORTION MUST BE GIVEN COMPLETE CIRCUIT AND OPERATIONAL TEST BEFORE BEING PLACED





CONTACT SPACE	CONTACT CLOSED AT	FUNCTION OF CONTACT
6	70° – 90°	POWER DOWN CONTROL
7	0° – 89°	POWER UP CONTROL
8	83° – 90°	FLASHING LGT. CONTROL
9	5° – 90°	BELL CONTROL
10	0° – 5°	GATE DOWN INDICATION
11		SPARE
12		SPARE



CINCINNATI EASTERN RAILROAD

**MILLENNIUM
RAIL SERVICES**

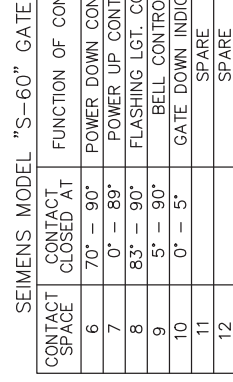
HIGHWAY CROSSING WARNING DEVICES
 ROUND BOTTOM RD. / CR 106

M.P. 17.57 D.O.T. # 481 736R

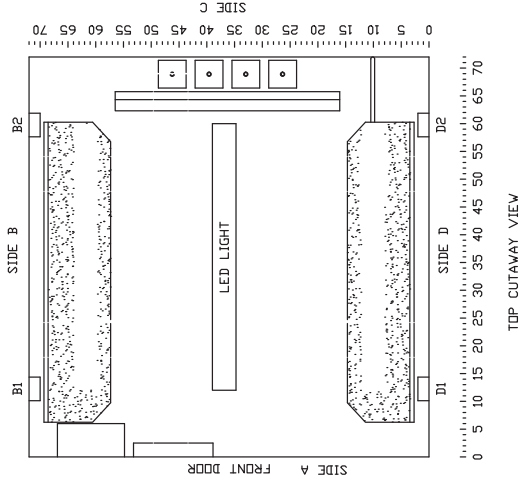
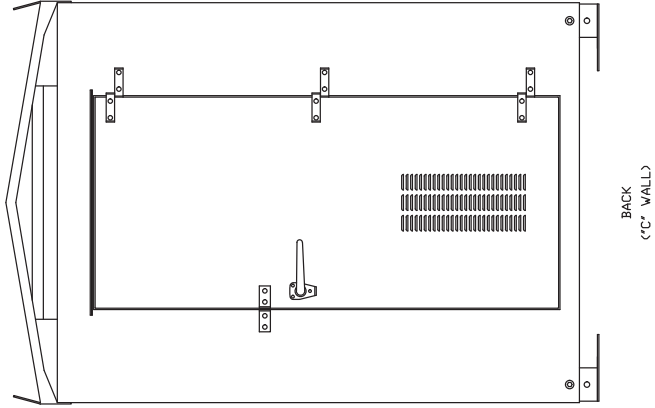
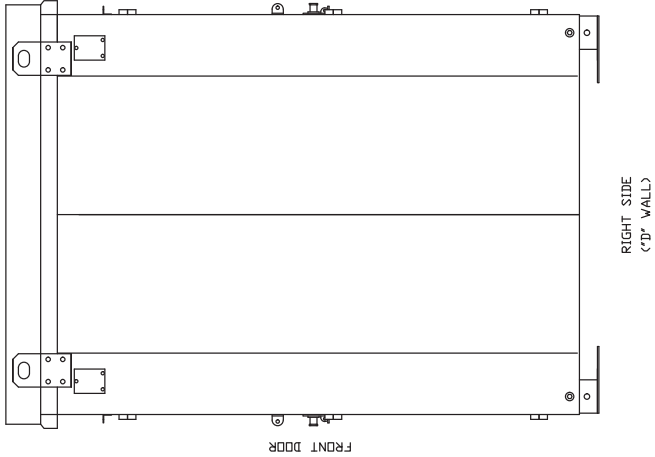
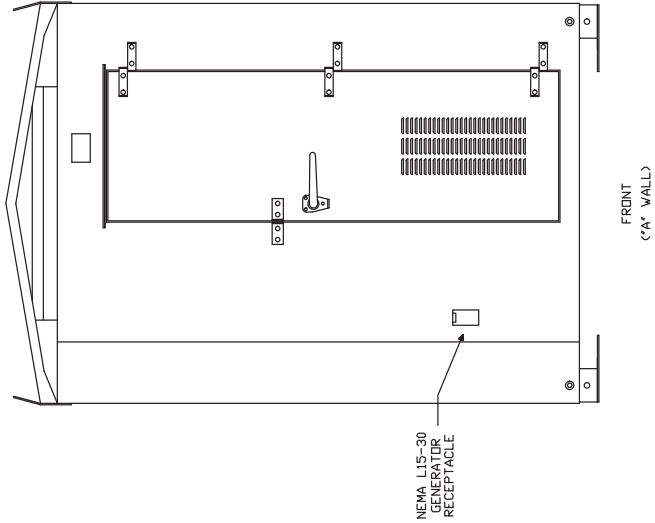
SIGNAL 1

SCALE:	N/A	DRAWING NO.
DRAWN BY:	MCD	
DESIGN BY:	MAC	
CHECKED BY:		
DATE:	2-12-21	
		SHEET 1 OF 16

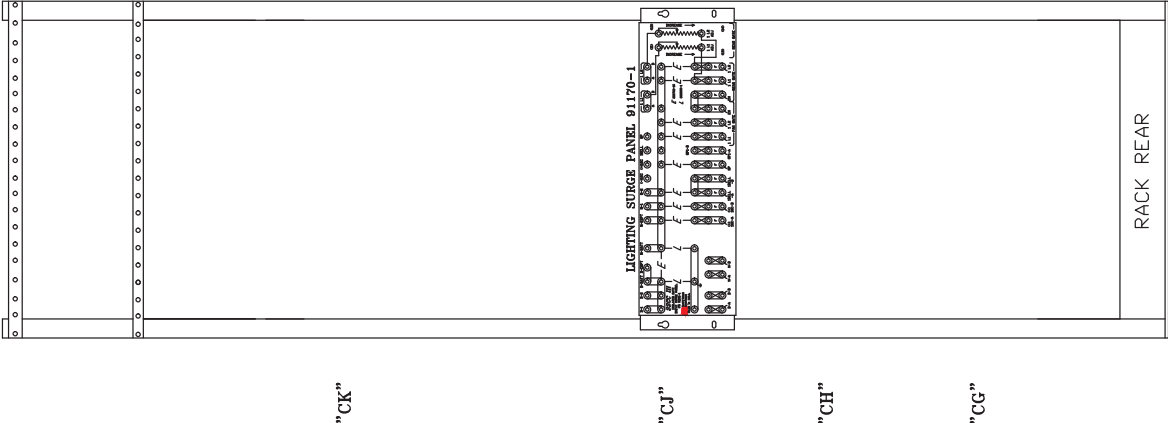
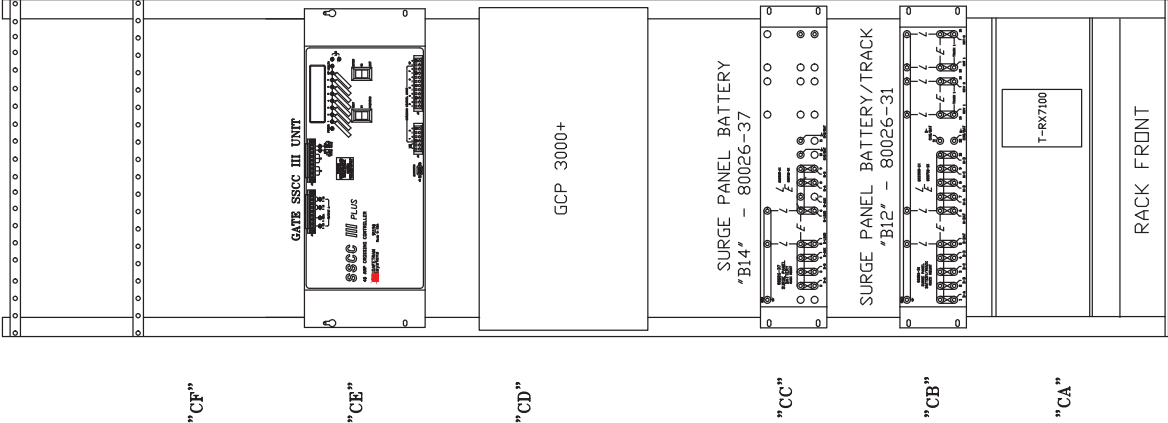
THE OPERATION OF THE ORGANIZATION REPRESENTED HEREON CANNOT BE CHECKED FINALLY UNTIL ALL CIRCUITS AND DEVICES ARE CONNECTED TO FORM A COMPLETE OR AN EFFECTIVE PORTION THEREOF. SUCH SYSTEM OR PORTION MUST BE GIVEN COMPLETE CIRCUIT AND OPERATIONAL TEST BEFORE BEING PLACED IN SERVICE OR OPERATION.



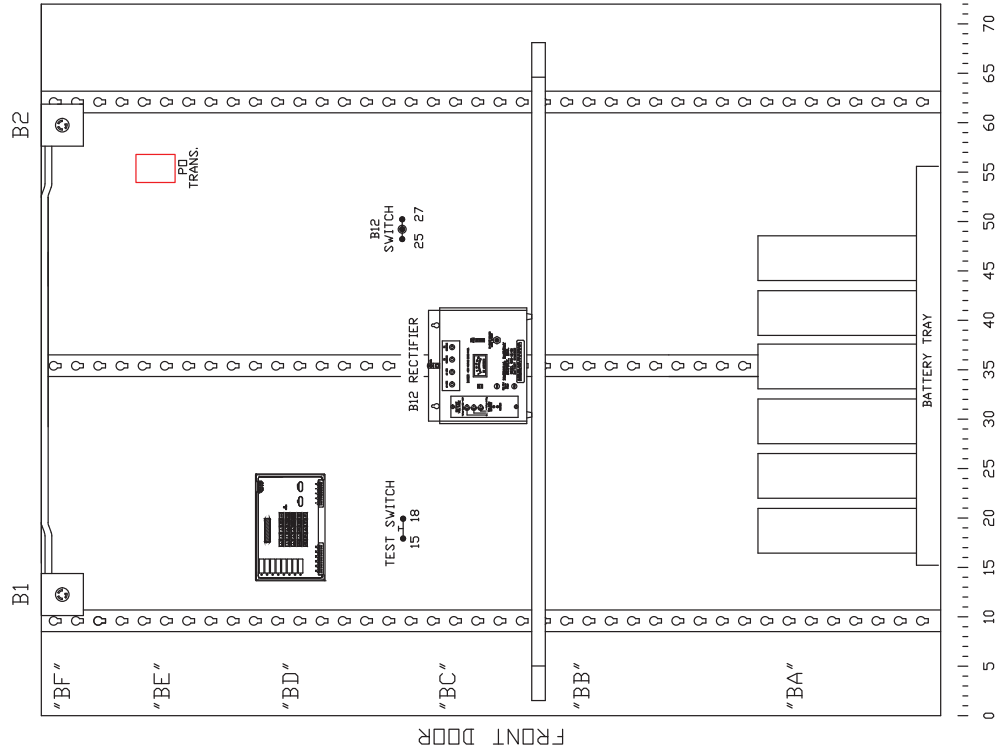
[illegible]



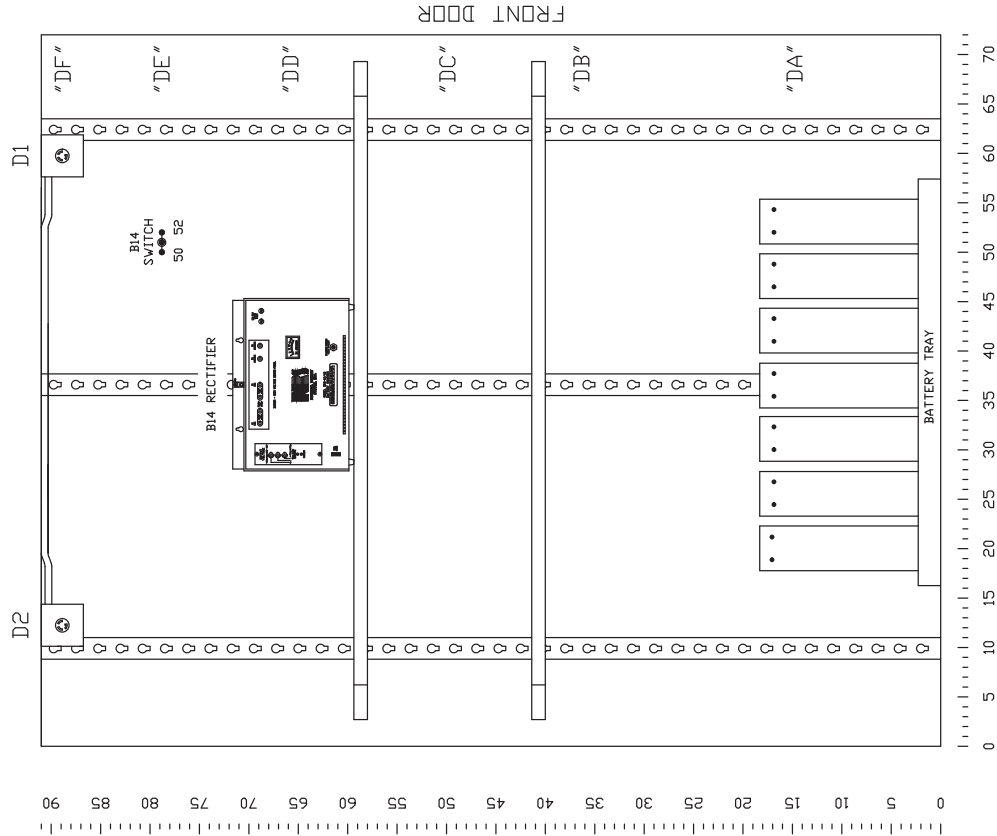
CINCINNATI EASTERN RAILROAD		HIGHWAY CROSSING WARNING DEVICES	
MILLENNIUM RAIL SERVICES		ROUNDBOTTOM RD. / CR 106	
REVISING		MILFORD OH.	
		M.P. 17.57	
		D.D.T. # 481 736R	
		HOUSE	
		DRAWING NO.	
		SHEET 14 OF 15	
		SCALE: 1" = 1'-0"	
		DESIGNED BY: M/A	
		CHECKED BY: M/C	
		DATE: 04-22-21	
		REVISIONS	
		THE COMPANY OF THE ENGINEER HAS REVIEWED THESE PLANS AND HAS FOUND THEM TO BE CORRECT AND COMPLETE FOR THE PROJECT AND THE LOCATION OF THE DEVICES AND DEVICES ARE CONNECTED TO FORM A COMPLETE AND EFFECTIVE WARNING SYSTEM. SUCH SYSTEMS MUST BE USED COMPLETELY AND OPERATIONAL TEST BEFORE BEING PLACED IN SERVICE.	



CINCINNATI EASTERN RAILROAD	
HIGHWAY CROSSING WARNING DEVICES ROUNDBOTTOM RD. / CR 106 MILFORD OH. M.P. 17.57 DLT. # 481 736R	
MILLENNIUM RAIL SERVICES	REVISIONS
DRAWING NO.	
SCALE: N/A DESIGNED BY: NAC CHECKED BY: NAC DATE: 04-02-21	
SHEET 15 OF 15	
THE OPERATION OF THE CROSSING WARNING SYSTEM IS CRITICAL TO THE SAFETY OF THE RAILROAD AND THE PUBLIC. ALL DEVICES AND DEVICES ARE CONNECTED TO FORM A COMPLETE SYSTEM. SUCH SYSTEMS MUST BE TESTED AND OPERATIONAL TEST BEFORE BEING PLACED IN SERVICE.	



SIDE "B" TERMINAL BOARD



SIDE "D" TERMINAL BOARD

GROUNDING NOTES:
GROUND INSTRUMENT HOUSE IN ACCORDANCE
WITH AAR SIGNAL MANUAL PART 11.3.1.
GROUND STUD ASSEMBLY TO BE PLACED
AS CLOSE AS PRACTICAL TO EQUIPMENT
BEING GROUNDED.

NOTE: ALL 110 VOLT TERMINALS MUST HAVE INSULATORS

CINCINNATI EASTERN RAILROAD	
MILLENNIUM RAIL SERVICES	
HIGHWAY CROSSING WARNING DEVICES ROUNDBOTTOM RD. / CR 106 MILFORD OH. M.P. 17.57 D.D.T. # 481 736R	
DRAWING NO.	
SCALE: 1" = 10'	DATE: 10-12-21
DRAWN BY: MJC	CHECKED BY: MJC
DESIGN BY: MJC	SHEET 15 OF 15
THE COMPANY OF THE ABOVE PROJECT HAS BEEN ADVISED THAT THE COMPANY SHALL BE RESPONSIBLE FOR THE PROPER PLACEMENT OF THE DEVICES AND DEVICES ARE CONNECTED TO THE SYSTEM IN ACCORDANCE WITH THE AAR SIGNAL MANUAL PART 11.3.1. SUCH SYSTEMS MUST BE USED COMPLETE CIRCUIT AND OPERATIONAL TEST BEFORE BEING PLACED IN SERVICE.	



Rail Development Commission

Mike DeWine, Governor
Jon Husted, Lt. Governor

Mark Policinski, Chair

Date 4/17/20

Railroad: Cincinnati Eastern Railroad

RE: CLE, CR 106, DOT# 481736R, PID# 108517

Dear Mr. Whitley:

The plan and estimate transmitted 4/3/20, for the referenced project has been reviewed and is acceptable. Cincinnati Eastern Railroad may proceed with soliciting bids for the proposed grade crossing warning system in accordance with the abbreviated plan. This authorization is made with the stipulation and understanding that the approved estimate may contain entries for items or activities that may be cited and found to be ineligible for federal participation during the project audit.

A construction authorization will be sent once the bid documents have been received and approved. No field work may be started without a construction authorization from this office.

Sincerely,

Michael Lynch, Project Manager
Ohio Railroad Development Commission

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



CINCINNATI EASTERN RAILROAD

CROSSING REBUILD PROJECT

CONSTRUCTION SPECIFICATIONS

County Road 106, Round Bottom Road/USDOT 481 736R

**Clermont County, Ohio (near Summerside)
Latitude 39.139732 and Longitude -84.257952**

GENERAL: Contractor shall furnish all materials, labor, equipment, means and appliances to rehabilitate the railroad track and crossing surface of the Round Bottom Road crossing of Cincinnati Eastern Railroad. Contractor will secure permits, and traffic maintenance to the satisfaction of the local highway authority and ORDC. Contractor shall remove the existing track structure and install new rail, sub ballast, ballast, ties, approach ties, concrete panel crossing surface, signal conduit, and highway pavements. Contractor will dispose of all removed track and crossing material and cleanup work area to the satisfaction of Cincinnati Eastern Railroad or its designated representative, and the ORDC. Contractor is responsible for protection of all utilities, both underground and overhead. Contractor shall contact Ohio Utility Protection Service, and non-member utility companies to determine location of utilities.

SCOPE OF WORK: Round Bottom Road will be closed to all traffic at the crossing during the construction period. Contractor will utilize Type 3 Barricades with lights on each approach as specified in the Manual of Uniform Traffic Control Devices. Contractor will remove all existing roadway materials within 6' of existing crossing surface. Contractor will remove rail, ties, asphalt, ballast, and sub ballast the length of the crossing plus 15' on each end, to a depth 12" below ties. A 140' long signal conduit for future signal cables shall be installed 30" below ties, outside the track structure. And a 10' signal conduit is to be installed across the tracks. The Contractor shall install new ballast, ties, plates, spikes, rails, anchors, and 120' concrete panel crossing surface. The asphalt highway approaches shall be rebuilt per ODOT highway specifications.

MATERIALS

Concrete Crossing Panels: Crossing panels to be installed shall be either: Omni Embedded Concrete-Rubber Crossing, Century Lagtype Crossing, Vossloh Concrete Panels. Contractor will be responsible for arranging shipping and unloading. Crossing will be installed per manufacturer's instructions. The track profile and alignment shall be adjusted for any necessary corrections.

Rail: New rails for the crossing shall be 132 RE or 136 RE with blank ends. Four 80' sticks are required. Rail shall be free from injurious defects and flaws of all kinds. All joints within 20 feet of the crossing surface must be welded. The existing rail is 132 RE. All rail is to be saw cut only, no torch cutting.

Ties: Ten-foot ties shall be installed under the crossing panels. Five additional 10' ties shall be installed beyond the crossing surface at each end. Twenty 9' approach ties are to be installed beyond the 10' ties on each approach. All newly installed ties shall be 7"x9" No. 5 oak and shall be 100% end plated. Ties shall be treated with a creosote-coal tar solution.

Tie Plates: New or highest quality relay tie plates are acceptable with minimum 8-hole punching. Minimum size is 7.75 inch x 13.0 inch. Tie plates shall be double shoulder, cold rolled low carbon steel for all new ties and rail installed.

Rail Anchors: New or highest quality relay appropriate size rail anchors shall be installed 2 per new tie.

Spikes: Track spikes shall be new there shall be 6 per tie plate on the rail.

Signal Conduit: A 5" diameter, 140' long schedule 80 PVC conduit for future signal cables shall be installed 30" below ties, outside the track structure. The ends are to be capped and marked for future excavation. A 4" (minimum), 10' schedule 80 PVC conduit shall be installed at the north end of the crossing excavation. The conduit shall be perpendicular to the tracks, 30" below ties.

Highway: Highway asphalt must meet the approval of the ORDC project manager. They typically require butt joints and expect a smooth transition from pavement to crossing. Asphalt shall be installed per ODOT specifications. Highway materials will be compacted with a vibratory roller.

Ballast: Ballast gradation shall be #4. The track shall be machine tamped and aligned.

Field Welds & Joint Bars: Contractor will fuse any joints within 20 feet of the crossing surface using thermite welds to fuse the rail ends. Beyond 20 feet, forged bars, or welds are acceptable.

REQUIREMENTS

Coordination: Work must be coordinated with Cincinnati Eastern Railroad train operations.

Work Rules: Contractor is to provide flagging.

Wages: Prevailing wages are not required.

Insurance: Automobile Liability in an amount not less than \$1,000,000.00. Comprehensive General Liability in an amount not less than \$5,000,000.00 per occurrence and \$10,000,000.00 annual aggregate, whether claims made or occurrence formatted CGL. Railroad Protective Insurance is required. RPI limit is be \$2,000,000 each occurrence/ \$6,000,000 aggregate.

Quality: All material handling and workmanship shall meet American Railway Engineering and Maintenance-of-way Association (AREMA) specifications. Cincinnati Eastern Railroad or its designated representative shall inspect and approve of all materials and workmanship. The Ohio Rail Development Commission (ORDC) representative shall inspect and approve of all materials and construction.

Project Dates: Construction is to be completed prior to July 20, 2020.

GRADE CROSSING SURFACE SITE SURVEY FORM

Railroad: Cincinnati Eastern Railroad Subdivision: Scioto

Crossing Name: CR 106, Round Bottom Rd. Dot #: 481 736R

City, County, Borough, Township: Clermont County

MP: 17.57 Existing Length: 80' Proposed Length: 120'

Existing Rail Section: 132 RE Proposed Rail Section: Four 80' sticks of 132 or 136RE

Existing Surface: Timber & asphalt/flange New Surface: Concrete panels

Signals: Yes Insulated Joints Needed: No

Signal Conduit: Yes Welding Mandatory: Yes Number of welds: 6

Drainage: None

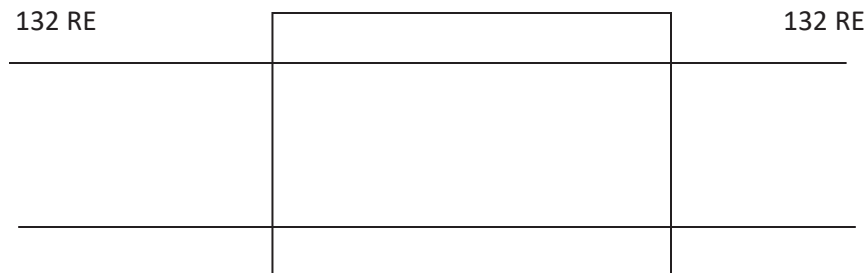
Fouled Ballast: No

Train Schedule: 2 per day

Detour Needs: Yes - full road closure. Highway authority: Clermont County Engineer

Other Information: Signal conduit shall be 140', 5" dia. Schedule 80 PVC, 30" below ties. Meet ORDC
crossing specifications. On each approach to the crossing place five 10' ties then twenty 9' ties.

Proposed Crossing Drawing: 120' Concrete Surface with 132 or 136 RE



GRADE CROSSING SURFACE SITE SURVEY FORM

Images:

Aerial



North side of highway viewing southeast





OHIO RAIL DEVELOPMENT COMMISSION

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

Mike DeWine, Governor • Mark Policinski, ORDC Chairman

April 15, 2019

Mr. Chris Whitley
President
Cincinnati Eastern Railroad
43 W Union Street
Liberty, IN 47353

RE: Clermont County, Round Bottom
Road/CR 106, DOT#481-736R, PID 108517

Dear Mr. Chris Whitley:

A diagnostic review was held at the above grade crossing on 5/11/2018. The crossing has been recommended for the installation of lights and gates.

Cincinnati Eastern Railroad is authorized to proceed with the site plans and cost estimates or bid package 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. Please note that the railroad must provide ORDC with a plan stamped by a professional engineer licensed in the State of Ohio prior to acceptance and close out of the project.

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

The Project Manager for this project is Michael C Lynch. Michael can be reached at (614) 466-3382, or Michael.Lynch@dot.ohio.gov, if you have any questions.

Sincerely,

Michael Lynch
Project Manager

C: Randall Schumacher, Chief, Rail Division, PUCO
Jill Henry, Rail Specialist, PUCO



www.rail.ohio.gov

phone: 614.644.0306

IMPROVING RAIL TODAY FOR TOMORROW'S ECONOMY

Heather Hamilton, ORDC
ORDC (file)

Attachments: 3 (diagnostic review form, letter agreement, purchase order)



Public Utilities Commission

Asim Z. Haque, Chairman

Commissioners

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

March 11, 2019

Mr. Chris Whitley
President
Cincinnati Eastern Railroad
43 W Union Street
Liberty, IN 47353

Re: Clermont County, Round Bottom
Road/CR 106, DOT#481-736R,
hereinafter referred to as the "Project"

Dear Mr. Whitley:

The Public Utilities Commission of Ohio (PUCO) has identified and the Ohio Rail Development Commission (ORDC) surveyed, on May 11, 2018, the above mentioned grade crossing for warning device upgrades. The location has been approved for flashing lights and roadway gates.

The Project shall comply with Master Warning Device Agreement No. 33138, dated March 4, 2019, and entered into by the State of Ohio and Cincinnati Eastern Railroad (RAILROAD). Furthermore, the RAILROAD shall comply with all applicable state and federal laws governing grade crossing safety programs.

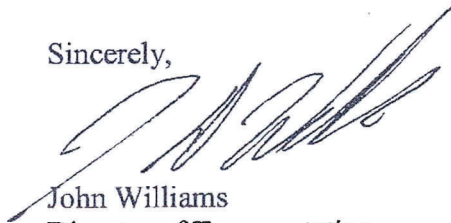
Preliminary engineering and construction costs shall be borne one hundred percent (100%) by ORDC. Reimbursable costs will be limited by ORDC based upon approved estimates and bid tabulations, if applicable. These limits will be quantified by the ORDC in its construction authorization to the RAILROAD and may be amended by the ORDC based upon revised estimates and bid tabulations. Additional costs must be approved in writing by the ORDC prior to being incurred. Emergency verbal authorizations by ORDC may be permitted but must be confirmed in writing within ten (10) business days of the verbal approval.

The RAILROAD shall complete plans and estimates for the Project within ninety (90) days after the RAILROAD is notified of authorization to proceed unless otherwise agreed by ORDC/PUCO and the RAILROAD.

The RAILROAD shall not commence construction prior to receipt of PUCO's Order and ORDC's construction authorization. The RAILROAD shall provide written notification of the construction start date to PUCO and ORDC no later than five (5) business days prior to such date.

Please indicate your acceptance of the terms and conditions of this Letter of Agreement by signing and returning one (1) copy to Ms. Jill Henry, Rail Specialist, Rail Division, Public Utilities Commission of Ohio, 180 E. Broad Street, Columbus, Ohio 43215-3793.

Sincerely,



John Williams
Director of Transportation
Public Utilities Commission of Ohio

Cincinnati Eastern Railroad

By  CHRIS WHITLEY

Title PRESIDENT

Date 03/13/2019

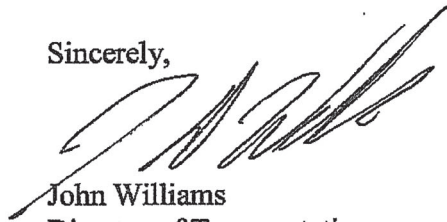
Matthew Dietrich
Executive Director
Ohio Rail Development Commission

Date _____

LA Round Bottom Road/CR 106
DOT#481-736R
Clermont County

Please indicate your acceptance of the terms and conditions of this Letter of Agreement by signing and returning one (1) copy to Ms. Jill Henry, Rail Specialist, Rail Division, Public Utilities Commission of Ohio, 180 E. Broad Street, Columbus, Ohio 43215-3793.

Sincerely,



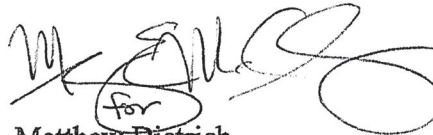
John Williams
Director of Transportation
Public Utilities Commission of Ohio

Cincinnati Eastern Railroad

By _____

Title _____

Date _____



Matthew Dietrich
Executive Director
Ohio Rail Development Commission

Date 3/28/2019

IN THE MATTER OF THE REQUEST FOR
A MASTER AGREEMENT FOR MODIFICATION
OF WARNING DEVICES ON THE
CCET LLC d/b/a CINCINNATI EASTERN RAILROAD
IN THE STATE OF OHIO

AGREEMENT NO. 33138

AGREEMENT

THIS AGREEMENT is entered into on this 4 day of March, 2019 by and among the Ohio Rail Development Commission ("ORDC") and the Staff of the Public Utilities Commission of Ohio ("PUCO Staff") (hereinafter collectively referred to as the "STATE"), and CCET LLC d/b/a Cincinnati Eastern Railroad ("RAILROAD").

WITNESSETH:

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 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, ORC §4907.471 requires the PUCO to survey all public highway-railroad grade crossings in the State of Ohio to determine the probability of crashes at each grade crossing, and to systematically provide for the modification of railroad warning devices (hereinafter referred to as "PROJECTS"); and

WHEREAS, the Fixing America's Surface Transportation Act thereto provides funding for the cost to eliminate hazards at public grade crossings provides funding for the cost of installing warning devices 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 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 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, the RAILROAD agrees to cooperate with the STATE in the implementation of PROJECTS in furtherance of the public safety; and

WHEREAS the STATE and RAILROAD will execute this AGREEMENT to specify details for the modification of warning devices at each designated grade crossing; and

WHEREAS, it is desired by the parties hereto to accomplish PROJECTS at highway-railroad grade crossing(s) and to determine and agree upon the manner of performing all such work necessary and incidental thereto, the respective responsibilities of said parties, and the proportion of the costs and expenses to be paid by each of the parties and the mode and time of payment.

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

I. GENERAL REQUIREMENTS

The work and the construction to be performed under this AGREEMENT, including the preparation of plans, specifications and estimates and the purchase of materials shall be undertaken by the RAILROAD in accordance with plans and specifications which meet 23 CFR, the standards approved by the American Railway Engineering and Maintenance of Way and RAILROAD standards.

Identification of highway-rail grade crossings to be modified under this AGREEMENT, type of modification to be performed, and the proportion of the costs and expenses to be paid by each of the parties will be accomplished by means of a Letter Agreement ("LA") (sample form which is attached hereto as EXHIBIT A as if fully rewritten herein).

The LA and the approved plans shall constitute the scope of the projects.

The RAILROAD shall be responsible for general engineering supervision of the PROJECTS under the terms of this AGREEMENT, and shall prepare or cause to be prepared and submit to the STATE, for STATE and/or federal approval, complete plans, specifications and estimates for said PROJECTS. Plans shall clearly show the existing facilities as well as the existing right of way, proposed right of way and centerline. The RAILROAD shall furnish such engineering services as may be necessary to install the PROJECTS, subject to review and approval by the STATE.

The RAILROAD shall complete the preparation of Plans and Estimates ("PE") within ninety (90) days or other time frame directed by the ORDC or PUCO in the PE authorization, and the installation of the PROJECTS shall be completed within nine (9) months or other time frame specified by the ORDC or PUCO in the construction authorization. The RAILROAD

shall be responsible for payment in a timely manner of all bills for supplies, materials, equipment, labor and other costs incurred to complete the PROJECTS, and shall not permit liens or any other type of encumbrance to be placed upon all or any portion of the PROJECTS installed pursuant to this AGREEMENT. The STATE, through its authorized agents, shall have the right to inspect the crossing site prior to performance of any PROJECTS work and at any stage during the installation of PROJECTS at grade crossing(s).

In the event conditions or circumstances require a change in scope of the RAILROAD's work on the PROJECTS as set forth in the approved plan(s) and estimate(s) the changes must be made in writing and approved by ORDC and the PUCO. Should the RAILROAD request a change in the scope of work, the RAILROAD's work shall accommodate the time necessary for STATE to process the change request.

After completion of the PROJECTS, the RAILROAD shall operate, maintain and renew, at its sole expense, all PROJECTS and other of its facilities constructed or changed under the terms of this AGREEMENT in good operating order. Nothing stated herein shall deny the RAILROAD the right to seek reimbursement of the costs for the maintenance and renewal of the PROJECTS and other of its facilities constructed or changed under the terms of this AGREEMENT, if such reimbursement is then provided for by Federal Highway Administration ("FHWA") regulations and/or the ORC.

II. COST ALLOCATION AND BILLING

The allocation of costs will be determined in the LA. The total costs for the modifications borne by the STATE shall not exceed actual cost of the modifications, approved estimate and the STATE share outlined in the LA.

RAILROAD shall notify ORDC and PUCO Staff 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. Such changes to the approved plans and estimates may also require review and approval by the PUCO.

The costs assigned to ORDC shall be satisfied through the expenditure of Federal funds administered by ORDC and subject to approval by the 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 these PROJECTS, then at any time before RAILROAD is authorized to purchase or furnish the items included under this AGREEMENT, ORDC may serve formal notice of cancellation upon RAILROAD, and this AGREEMENT shall become null and void. ORDC shall reimburse RAILROAD for all eligible costs incurred on account of the modifications prior to such cancellation, including costs associated with authorized preliminary engineering for the PROJECTS.

All plans, specifications, estimates of costs, acceptance of work, and procedures in general, to facilitate the construction of the safety modifications 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 23 CFR 140, Subpart I. and 23 CFR, Part 646, Subpart B 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 shall be responsible for initially paying all of its actual costs to install the modifications. RAILROAD may bill STATE no more frequently than monthly for its costs when PROJECTS costs incurred during the billing period 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 one hundred and eighty (180) days after completion of the modifications. STATE shall pay all bills within sixty (60) days after receipt thereof, except that STATE 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 STATE 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.

III. RECORDS RETENTION AND AUDIT

RAILROAD agrees that STATE, or its duly authorized representatives, shall, during STATE 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 AGREEMENT as may be necessary to monitor RAILROAD's compliance with this AGREEMENT.

RAILROAD shall maintain all books, documents, papers, program agreements, accounting records, and other evidence pertaining to this AGREEMENT, its revenues and expenditures, and shall provide such information upon request of STATE or its designee and shall permit STATE to examine and audit those books, records, and the accounting procedures and practices of the RAILROAD relevant to this 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 the RAILROAD from the STATE.

To the extent possible under applicable law, all aspects of STATES's exercise of audit rights and the results thereof, and any and all information disclosed by RAILROAD to the

STATE under this AGREEMENT, shall be held confidential, and shall not be disclosed without RAILROAD's prior written consent. Nothing in this AGREEMENT shall be construed to restrict the STATE from disclosing such confidential information as required by law or by court or administrative order, provided in each case the ORDC shall timely inform RAILROAD, if legally permissible, of the request.

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>

IV. 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 RAILROAD: CCET LLC
d/b/a Cincinnati Eastern Railroad
43 W Union Street
Liberty, IN 47353

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

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

RAILROAD shall furnish notification to STATE at least five (5) working days prior to the date work is scheduled to start at the PROJECTS site of the modifications so arrangements can be made for inspection. RAILROAD shall also notify STATE of any stoppage and resumption of the work activity, and the reasons therefore, and the date the PROJECTS work on the modifications was completed.

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.

V. TERMINATION

Said AGREEMENT shall terminate at the end of the present US Transportation Bill. If construction under this AGREEMENT is not completed by that date, it is the express intention of the parties to renew this AGREEMENT on each successive biennium period until such time as all work contemplated under this AGREEMENT has been satisfactorily completed. If it appears to ORDC or PUCO that RAILROAD has failed to perform satisfactorily any requirements of this AGREEMENT, or if RAILROAD is in violation of any provision of this AGREEMENT, or upon just cause, ORDC or PUCO may terminate the AGREEMENT after providing RAILROAD with written notice, in accordance with the notice provisions of this AGREEMENT, of its failure to perform satisfactorily any requirement of this AGREEMENT (the "Notice"), which shall provide RAILROAD with a thirty (30) day period to cure any and all defaults under this 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 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 STATE shall deem pertinent.

If this 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 STATE.

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

Furthermore, it is expressly understood by the parties that in the event of disapproval of this AGREEMENT by the PUCO, none of the rights, duties, and obligations described in this AGREEMENT shall be binding on any party and the STATE and RAILROAD shall work in good faith to negotiate and submit a new agreement for approval of the PUCO related to this PROJECT.

VI. REPRESENTATIONS AND WARRANTIES

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

- (1) RAILROAD has the power and authority to enter into this AGREEMENT;
- (2) RAILROAD has the authority to carry out its obligations under this 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 AGREEMENT shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this AGREEMENT, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal monetary interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this AGREEMENT. Any person who, prior to or after the execution of this AGREEMENT, acquires any personal monetary interest, involuntarily or voluntarily, shall immediately disclose his interest to STATE in writing. Thereafter, such person shall not participate in any action affecting the work under this AGREEMENT unless the STATE 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: ORDC and the PUCO Staff represent and warrant that they have the power and authority to enter into this AGREEMENT and to carry out their obligations under this AGREEMENT.

VII: OHIO ETHICS LAW REQUIREMENTS

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

VIII. FALSIFICATION OF INFORMATION

RAILROAD affirmatively covenants that it has not made any false statements to STATE in the process of obtaining this grant of funds. If RAILROAD has knowingly made a false statement to STATE to obtain this grant of funds, the RAILROAD 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.

IX. EQUAL EMPLOYMENT OPPORTUNITY

In performing this AGREEMENT, 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 (forty (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 (forty (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.

X. OHIO ELECTIONS LAW

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

XI. DRUG FREE WORKPLACE

In the event that work performed pursuant to the terms of this 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.

XII. HOLD HARMLESS PROVISION

RAILROAD covenants and agrees to indemnify and hold the STATE 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 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 AGREEMENT.

In case any action involving any work covered by this 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.

XIII. 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 AGREEMENT, (1) RAILROAD shall immediately notify STATE in writing, and (2) STATE may, at its sole discretion, make reasonable efforts to assist RAILROAD in meeting its obligations under the AGREEMENT.

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

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

The 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 AGREEMENT.

Also, if the RAILROAD has knowingly made a false statement to the ORDC to obtain these funds, the 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 AGREEMENT, the 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 AGREEMENT, the RAILROAD for itself, its assignees, and successors in interest further agrees as follows:

1. Compliance with Regulations: The 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 AGREEMENT.

2. Non-discrimination: The 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. The 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 the 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: The 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 the RAILROAD is in the exclusive possession of another who fails or refuses to furnish this information, the

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 the RAILROAD's noncompliance with the Nondiscrimination provisions of this 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 the RAILROAD under the AGREEMENT until the RAILROAD complies; and/or
- b. cancelling, terminating, or suspending the AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The 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. The 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 the RAILROAD becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the RAILROAD may request ORDC to enter into any litigation to protect the interests of ORDC. In addition, the RAILROAD may request the United States to enter into the litigation to protect the interests of the United States.

XV. DISPUTE RESOLUTION

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

XVI. NO WAIVER

No delay or omission to exercise any right or option accruing to the STATE 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 STATE. Further, if any term, provision, covenant or condition contained in this AGREEMENT is breached by either party and thereafter such breach is waived in writing by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

XVII. CONSTRUCTION

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

XVIII. PRIMARY ROLES AND RESPONSIBILITIES

The document, "Railroad Construction Contract Administration for Federally Funded Projects, Primary Roles and Responsibilities" is incorporated by reference as if included in this AGREEMENT in its entirety.

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.

The RAILROAD affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this AGREEMENT. Notwithstanding any other terms of this AGREEMENT, the STATE 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.

XX. FORUM AND VENUE

All actions brought against the STATE regarding this 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 AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this AGREEMENT is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this AGREEMENT.

XXII. ENTIRE AGREEMENT

This 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 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.

XXIV. CAPTIONS

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

XXV. AMENDMENTS OR MODIFICATIONS

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

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

XXIV. SUCCESSORS OR ASSIGNS

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

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

CCET LLC d/b/a Cincinnati Eastern Railroad

By _____

Print Name _____

Title _____

Date _____

OHIO RAIL DEVELOPMENT COMMISSION

By _____

Matthew Dietrich, Executive Director

Date 3-4-19

STAFF OF THE PUBLIC UTILITIES
COMMISSION OF OHIO

By _____

Print Name JOHN D. WILLIAMS


Title TRANSPORTATION DIRECTOR

Date 2/25/19

Master Agreement State of Ohio and CCET LLC

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

CCET LLC d/b/a Cincinnati Eastern Railroad

By 

Print Name CHRIS WHITLEY

Title PRESIDENT

Date 2-28-19

STAFF OF THE PUBLIC UTILITIES
COMMISSION OF OHIO

By _____

Print Name _____

Title _____

Date _____

OHIO RAIL DEVELOPMENT COMMISSION

By _____
Matthew Dietrich, Executive Director

Date _____

Master Agreement State of Ohio and CCET LLC



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

Formula

Date: 5/11/2018

Location Data

Street or Road Name: Round Bottom Road			
Route/Road Number (i.e. Twp., Co., SR or US) CR 106		US DOT No.: 481736R	
County: CLE	Township: p:	City: (In or Near) Near Batavia	
Railroad Name: Cincinnati East Terminal Railway	Railroad Division: Lake	Branch/Line Name: Cinn.	
Nearest RR Timetable Station: Ancor		RR Milepost: 17.57	

Safety Data (Obtain crash reports, if possible, prior to review)

	Initial Information (from database)	Revised
Number & dates of vehicle crashes in previous 5 years	0	
Number & dates of pedestrian/bicycle crashes in previous 5 years	0	
Hazard Ranking	1084 Date Run: 3/16/2018	

On-Site Review Team

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

1. Cathy Stout ORDC 614 644 0313 Catherine.stout@dot.ohio.gov
2. Stephen Baker PUCO 513-614-7863 Stephen.Baker@puc.ohio.gov
3. Chris Bryant CCET Railroad 859 486-4884 cb@ccetrail.com
4. Tim Brown ORDC 614-728-5426 timothy.brown@dot.ohio.gov
5. Ibrahim Al-Waeli ORDC N/A Ibrahim.A.Waeli@dot.ohio.gov
6. JEREMY EVANS CLEO 513 685 2214 JEVANS@CLERMONTCOUNTYOHIO.GOV
7. _____
8. _____
9. _____

Existing Traffic Control Devices		
Type of Warning Devices	Installed?	Quantity/Comments
HIGHWAY		
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	Good
Dynamic Envelope Markings (condition?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Illumination	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
'No Turn' Signs (highway/passive)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Barriers/fencing (pedestrian/bicycle)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
LOOK Sign	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do Not Stop On Track Sign	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
RAILROAD		
Crossbucks – stand alone	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Crossbucks – assembly with Stop	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Crossbucks – assembly with Yield	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Mast-Mounted Flashing Lights	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	4 pairs
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: Length:
Sidewalk/Pedestrian Gate Arms	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number: Length:
'No Turn' Signs (railroad/active)	<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	

Railroad Data		
Type of Service: <input checked="" type="checkbox"/> Freight <input type="checkbox"/> Passenger/Amtrak <input type="checkbox"/> Light Rail <input type="checkbox"/> Trolley or Streetcar <input type="checkbox"/> Commuter Rail		
Railroad Characteristics	Initial Information (from database)	Revised
Total trains per day	12	
< 1 per day		
Day thru trains	3	2
Night thru trains	3	
Daytime switching movements	3	
Nighttime switching movements	3	
Total number of tracks	1	
Number of main tracks	1	
Number of other tracks		
Maximum train speed	40	25
Typical train speed	40	15
Amtrak	no	
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? ☐ 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: Clermont County

Roadway Characteristics	Initial Information (from database)	Revised
Average daily traffic	3999 (2016)	
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 (paved/travelled way): <u>10</u> ft.		
Number of highway lanes	2	
Urban or Rural	Urban	
Vehicle Speed: <u>45</u> MPH		
School Bus Operation: <input type="checkbox"/> No X Yes 28 Amount		
Hazardous Materials Trucks: <input type="checkbox"/> No X Yes .04 Amount		
Shoulders: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
Is the shoulder surfaced? <input type="checkbox"/> No <input type="checkbox"/> Yes Shoulder width: _____ ft.		
Is there existing guardrail along roadway in crossing vicinity? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
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	
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 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 _____		

Pedestrian & Bicycle Data

Regular pedestrian usage: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Volumes:
Is sidewalk present? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Quadrants:
Does crossing surface accommodate pedestrians? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
Both sides of roadway? <input type="checkbox"/> No <input type="checkbox"/> Yes	If no, which side is paved? _____
Pedestrian generators in close proximity (e.g. schools, sports/entertainment venues)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
Comments:	
Regular bicycle usage: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
<input type="checkbox"/> Roadway <input type="checkbox"/> Dedicated Lane (on street) <input type="checkbox"/> Dedicated Path (off street) <input type="checkbox"/> Shared Use (pedestrian/bicycle) Path	

Type of Development		
<input type="checkbox"/> Open Space	<input type="checkbox"/> Institutional	Location of nearby schools: 5-8 miles Larson Elementary
<input type="checkbox"/> Industrial	<input type="checkbox"/> Commercial	
<input type="checkbox"/> Residential	mixed	

Utility Information	
Is commercial power available? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
Utility Provider (Company Name) <u>Duke</u>	Phone Number _____
Nearest Available Power Source _____	
What other utilities are present? (add locations to sketch)	<input type="checkbox"/> Gas <input checked="" type="checkbox"/> Cable <input checked="" type="checkbox"/> Telephone <input type="checkbox"/> Fiber Optic Cable <input type="checkbox"/> Petroleum <input checked="" 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	no fiber
Comments: <u>phone cable</u>	

Sight Preview	
REFER TO THE TABLES ATTACHED	
If non-gated crossing, is clearing sight distance adequate in all quadrants? (See Table 1) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Is stopping sight distance adequate? (See Table 2) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If no, deficient approach(es) _____	
When considering recommendations for bicycle treatments: Bicycle sight distance adequate? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, deficient approach(es) _____	
When considering recommendations for pedestrian treatments: Pedestrian sight distance adequate? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, deficient approach(es) _____	
<input type="checkbox"/> Bikes must use sidewalk	
Future plans/transportation plans for pedestrian or bicycle routes? <input type="checkbox"/> No <input type="checkbox"/> Yes	
Comments:	

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:

n/a

Real Estate or ROW:

n/a

Culverts / Drainage / Ballast Conditions:

Roadway and/or Sidewalks:

n/a

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

n/a

Environmental:

Other:

platform for SE LG ass'y
n/a**Surface**Surface review form completed: ☐ No ☐ Yes**Additional Comments**

Use this space as needed for additional comments and/or observations:

consider extra flasher for visibility around
curves

Potential ClosureIs it the consensus of the Diagnostic Review Team that this is a potential closure project: ☒ No ☐ Yes

Explain reasons:

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	CB
<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 checked="" type="checkbox"/> Bungalow placement & offset from rail & highway	Some quad
<input type="checkbox"/> Other (define)	

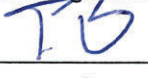



Comments:

☐ Install/upgrade traffic signal preemption☐ **No improvements needed**☐ Other (define)**PEDESTRIAN/BICYCLE Treatments (additional, not included above)**

<input type="checkbox"/> Crossing Surface (specify)	<input type="checkbox"/> Sidewalk (specify)
<input type="checkbox"/> Detectable warning surfaces	<input type="checkbox"/> LOOK Sign (R15-8)
<input type="checkbox"/> Stop lines	<input type="checkbox"/> Illumination
<input type="checkbox"/> Dynamic envelop markings	<input type="checkbox"/> Channelization
<input type="checkbox"/> Path delineation	<input type="checkbox"/> Fencing/barriers
<input type="checkbox"/> Other	

Comments:

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

Field Dimensions

Sidewalk

Parkway

Roadway

Roadway

Parkway

Sidewalk

Show North Direction

N/A

N/A

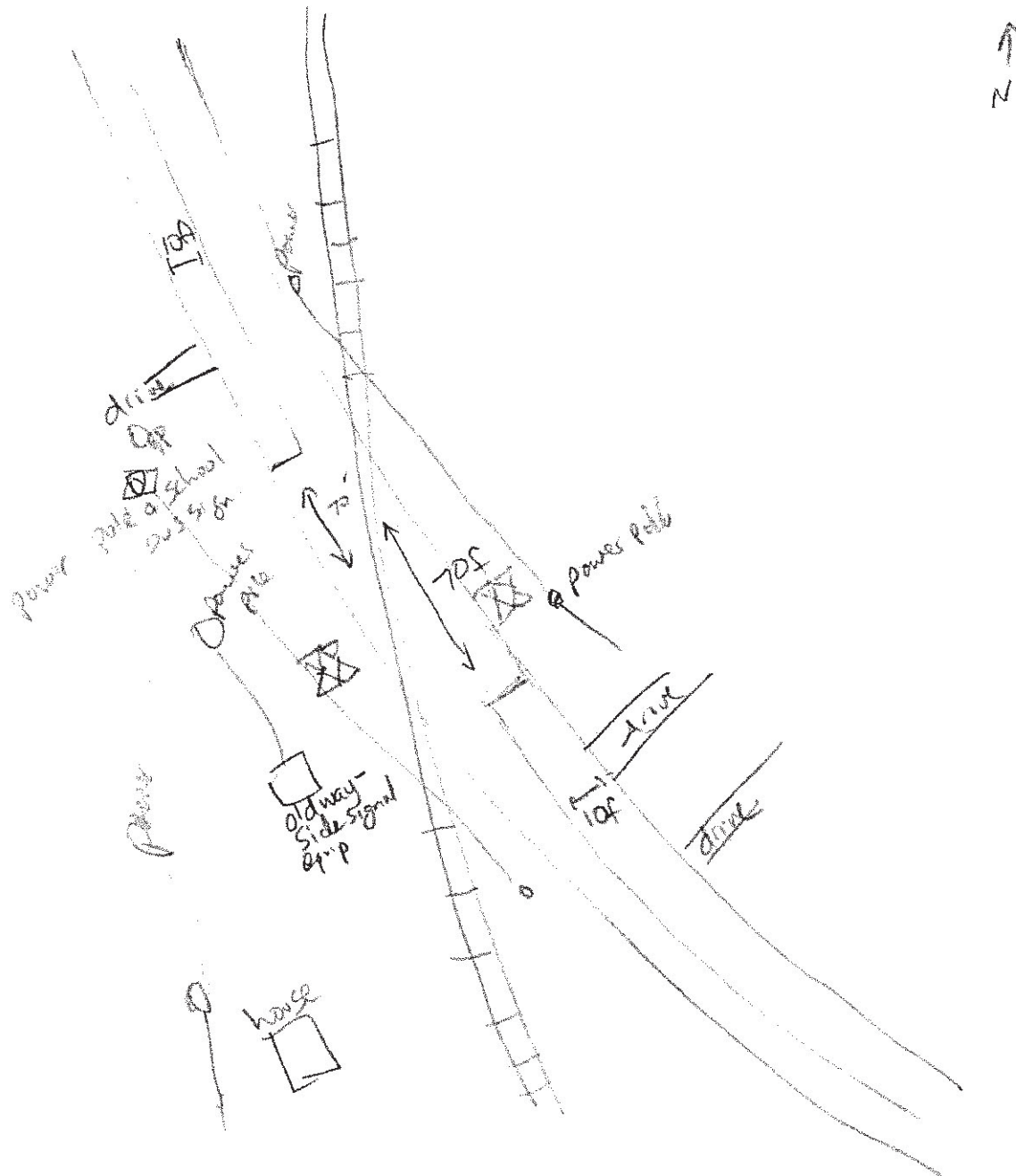
10ft

Crossing Angle ☒ 0-29° ☐ 30-59° ☐ 60-90° Measured in _____ Quadrant?Measurements by: CM

Field Sketch

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

no OUPs markings



Not to scale

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

Sketch by: CMS

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.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

8/30/2021 2:47:34 PM

in

Case No(s). 21-0895-RR-FED

Summary: Application In the Matter of a Request for the Installation of Active Warning Devices and a Grade Crossing Surface at Cincinnati Eastern Railroad Grade Crossing, DOT# 481-736R, on Round Bottom Road/CR 106 in Clermont County, Ohio. electronically filed by Mrs. Jill A. Henry on behalf of PUCO/Rail Division