

Memo

To: Docketing Division
From: Jill Henry, Chief, Rail Division
Cc: PUCO Legal Department
Date: 5/10/2022

Re: PUCO Case No. 22-502-RR-FED- In the Matter of a Request for the Installation of Active Warning Devices at the Belpre Industrial Railroad Grade Crossing, DOT# 156-051T, at Depot Street in Washington County, Ohio.

On November 4, 2020, the Ohio Rail Development Commission (ORDC) authorized funding for Belpre Industrial Railroad (BIP) to install lights and gates at Depot Street (DOT#156-051T) in Washington County, Ohio. The crossing was surveyed, on July 16, 2019, and was found to warrant the upgrade. The electric utility provider for this crossing is AEP-Ohio.

Note: This project was initially started with CSX, but BIP now leases the railroad line, so a new agreement was made with BIP and the design from CSX was utilized by BIP for the project work.

The project will be paid for with federal funds and is actual cost. The plans and estimates for the project in the amount of \$260,120.15 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:

Belpre Industrial Railroad
Casey Cathcart
Chairman and Chief Executive Officer
811 Hopley Avenue
P.O. Box 643
Bucyrus, Ohio 44820

Belpre Industrial Railroad
Dustin Heichel
General Manager
315 Market Street
Marietta, OH 45750

MidSouth Railroad Services, Inc.
David Hinnant
Account Executive
PO Box 356
Fairbanks, LA 71240

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

City of Belpre
Michael Lorentz
Mayor
715 Park Drive
PO Box 160
Belpre, OH 45714

AEP-Ohio

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

TO: Randall Schumacher, Chief, Motor Carrier & Rail Enforcement, PUCO

FROM: Allen Bell, Manager, Safety Section, ORDC

BY: Greg Gronbach, Project Manager, Safety Section, ORDC

SUBJECT: Construction Authorization Grade Crossing Warning Device Improvements
Washington County Depot St DOT# 156051T PID# 113426

DATE: April 27, 2022


The Public Utilities Commission of Ohio (PUCO) established a diagnostic survey at the subject location on July 16, 2019. The Ohio Rail Development Commission (ORDC) attended the review. The Diagnostic Team recommended the improvement of warning devices to flashing lights and roadway gates. 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.


Greg Gronbach
Project Manager

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

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



Rail Development Commission

Mike DeWine, Governor
Jon Husted, Lt. Governor

Mark Policinski, Chair

April 27, 2022

Belpre Industrial Parkersburg Railroad (BIPR), LLC
Mr. Casey Cathcart
Chairman and Chief Executive Officer
811 Hopley Avenue
P.O. Box 643
Bucyrus, Ohio 44820

RE: Construction Authorization Grade Crossing Warning Device Improvements
Washington County Depot St DOT# 156051T PID# 113426

Dear Mr. Cathcart:

The BIPR approved plan dated October 7, 2021 and MidSouth Railroad Service estimate dated March 11, 2022 for the referenced project has been reviewed and is acceptable. **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.** BIPR may proceed with the construction of the proposed grade crossing warning system in accordance with the abbreviated plan.

The estimate of \$260,120.15 is acceptable. Reimbursement of eligible actual cost is limited to \$260,120.15. 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. 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 and will be confirmed by ORDC in writing within ten (10) business days of the verbal approval.

This authorization is contingent upon BIPR accepting the following instructions:

1. BIPR's project foreman will furnish written notification five (5) working days prior to the date work will start at the project site to Greg Gronbach, ORDC, email Gregory.Gronbach@dot.ohio.gov, and to the Public Utilities Commission of Ohio at Jill.henry@puc.state.oh.us. BIPR'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. BIPR 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 BIPR.
3. BIPR's project foremen will notify Greg Gronbach at 614-745-6760 (telephone) or Gregory.Gronbach@dot.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. BIPR will furnish two (2) copies of each partial bill to ORDC. Please find the enclosed ODOT Purchase Order to reference when billing.
6. BIPR 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,


Greg Gronbach
Project Manager

C: Randall Schumacher, Chief, Motor Carrier & Rail Enforcement, PUCO
Jill Henry, Rail Chief, PUCO
Heather Hamilton, ORDC
ORDC (file)



March 11,2022

Dustin Heichel
General Manager
Belpre, Industrial, Parkersburg Railroad
315 Market St
Marietta, OH 45750

Reference Number: 156-051T

Subject: Price Estimate for Proposed Railroad Signal Project
Located at Depot Street in Belpre, OH.

Dear Mr. Heichel,

With reference to the above subject and your recent request for a price, MidSouth Railroad Service is pleased to offer the following proposal:

DEPOT STREET, BELPRE, OH – DOT # 156-051T

Engineer, procure and install grade crossing protection for the above location. Grade crossing protection will consist of pre-wired control shelter and two (2) LED flashing light/gate assemblies. Train detection is to be made with solid-state constant warning equipment using an ALSTOM XP-4 unit with an integrated crossing controller for gates and lights. Please refer to the accompanying material list of items and quantities we propose to furnish and install at the stated price.

Material & Installation (Excludes Sales Tax)	-	\$221,920.15
Engineering	-	\$ 10,000.00
Project Management	-	\$ 7,500.00
BIPRE Admin Support	-	\$ 16,200.00
Freight	-	\$ 4,500.00
Grand Total	-	\$260,120.15

FOB: Destination
Terms: Net 30 days
Delivery: Typically 120 – 160 Days upon Acceptance of Order (Weather Permitting)

PO BOX 356 • FAIRBANKS, LA • 71240
PHONE: (318) 665-9344 FAX: (318) 665-9355

The above price is firm for sixty (60) days and based on the following:

- (1) Commercial AC power or meter service must be available within 75 ft. of proposed instrument shelter site.
- (2) Installation is based on no hindering obstacles, such as rock, water, or utilities that may interfere with the installation and operation of proposed material.
- (3) Price is based on furnishing material as indicated on the material list which accompanies this proposal.
- (4) Includes underground conduit
- (5) Sales Tax is Excluded

We sincerely appreciate your selection of Midsouth Railroad Service to meet your signal construction needs and please know that we are dedicated to your total satisfaction. If you have any questions please do not hesitate to call me at (318) 614-7281.

Sincerely,

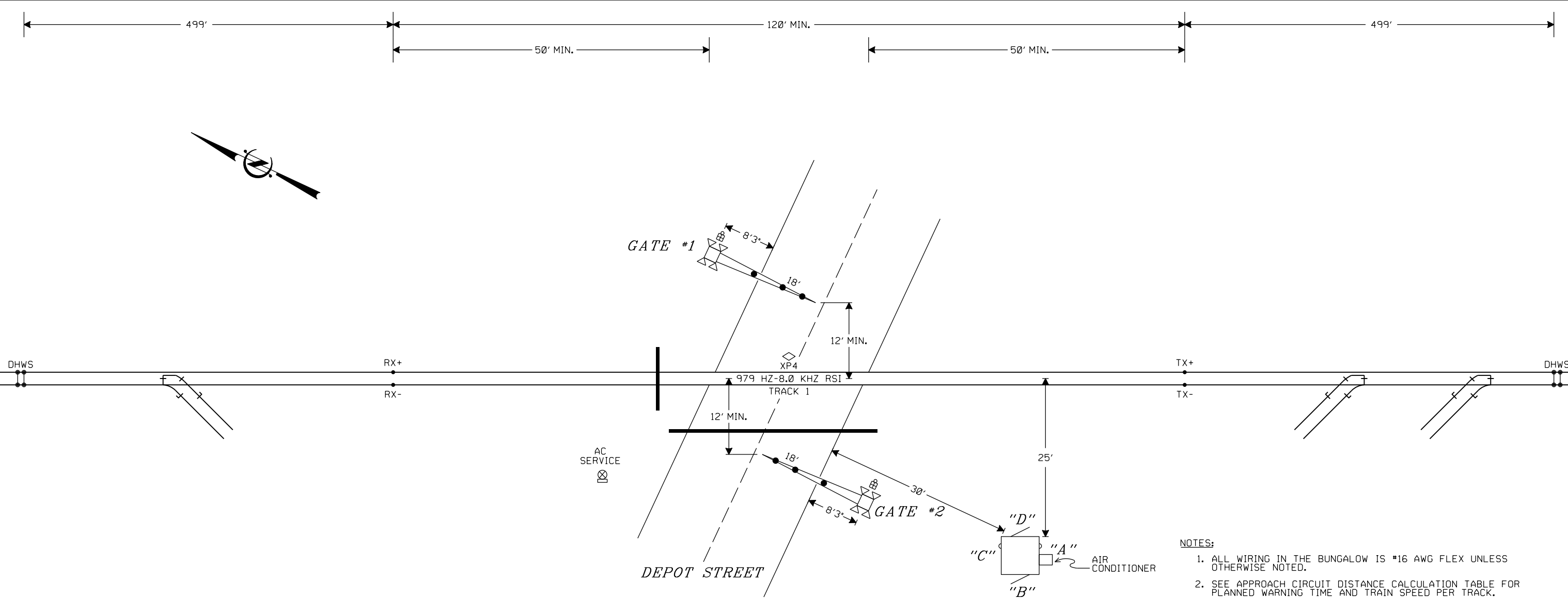
A handwritten signature in black ink, appearing to read "Mark Nelson". The signature is fluid and cursive, with the first name "Mark" and last name "Nelson" clearly distinguishable.

Mark Nelson
Vice President

Location/Description	QTY	UNIT
Depot St. Belpre, OH		
CONTROL SHELTER		
HSE 6X6 AL S/L-020 W/AC 37822	1	EA
PROTECTOR SURGE 120/240V W/IND	1	EA
CROSSING XP4 BASE 4 SLOT	1	EA
ASSY ELIXS VIO-44S N/S PERSONAL MOD	1	EA
ASSY ELIXS VIO-44R PERSONALITY MOD	1	EA
ASSY ELIXS IXC-20S PERSONALITY MOD	1	EA
ASSY MODULE IWP XTI-1S	2	EA
ASSY ELIXS VIO-44R	1	EA
ASSY MOD IXS IXC-20S+	1	EA
ASSY IXS XIP-20B CROSSING INTERFAC~	1	EA
CABLE XIP-20 ~1 16FT	1	EA
CABLE XIP-20 ~2 16FT	1	EA
Cable, XTI-1S P3, 16Ft	1	EA
KIT HARDWARE WALL MT BRKT XIP-20B	1	EA
ASSY MDSA-1XS	1	EA
DATA ACQUISITION UNIT - DAU	1	EA
ELC 12/40 W/10' LEAD	2	EA
XFMR 115-230VPRI/24VCT 7.3A 175VA	1	EA
PROT AC LINE 230V SP20-3	2	EA
ASSY 4 POST TERM BLOCK	28	EA
ASSY AGA-1	28	EA
ASSY AGE-2 HD	5	EA
NUT INSULATED HARMON	8	EA
TEST LINK W/PLT & INSUL	76	EA
TEST LINK 2.375" CNTR FL INSUL	1	EA
LABEL RK PNL-MAINTAINER TST SW	1	EA
RLY DPDT 12VDC 5A OCT	1	EA
RLY DPDT 240VAC 10A OCT W/LAMP	2	EA
SCKT RLY 8-PIN OCT SCREW PNLMT	3	EA
WIRE 16AWG/19 TC EPR/PVC BLU	700	FT
WIRE 10AWG/19 TC EPR/PVC BLU	500	FT
WIRE 6AWG/19THHN BLK	125	FT
WIRE 6AWG/19 THHN RED	125	FT
WIRE 6AWG/19 THHN GRN	30	FT
CABLE RAW 3/14AWG PWR 300V	16	FT
CONN PLUG L6-15 250V 15A 2P3W	2	EA
ASSY 2WAY TERM BLK W/AAR HARD	6	EA
ASSY TERM STRIP DBL POST 12	8	EA
GROUND POST, 5/16	1	EA
SWITCH ASSY, SYSTEM OVERRIDE	1	EA
LIGHT PO EXT-GEMS	1	EA
PLATE MOUNTING VELCORP PO LT	1	EA
KIT SM PRTS GENERIC	1	EA
LABEL, DANGER 240 V, 1.75 X 2.	1	EA

XFMR 115-230VPRI/24VCT 7.3A 175VA	1	EA
THERMOSTAT SPDT REMOTE BULB 8A	1	EA
DVR SYS W/2 CAMERAS, UPS, & MONITOR	1	EA
Field Material		
FND SIG 48"H STL 11-11/16"BS	2	EA
KIT FOUNDATION LEVEL BOLT	8	EA
GATE MODEL S-40 MECH ONLY W	2	EA
CTWT KIT F/28-32' ARM W/SS HDW	2	EA
MAST AL 5"X16' B0 M90R	2	EA
BASE 5" JCT BOX 11-11/16"	2	EA
SHROUND, 5" PRS JB BASE	2	EA
SLEEVE 4 ALUMINUM REC #92958	2	EA
HEATER GATE MECH 24VDC 25W	2	EA
CROSSARM 2W L/LED 24"H/B 5" 06	2	EA
LENS LED FLASHING 12" RED -H7	8	EA
GATE SAVER NEG F/FEC	2	EA
HIGH WIND BKT W/5"HDW LINCOLN	2	EA
GATEARM 16-24' UHI VERT W/LED	2	EA
SIGN XING HI W/5" STRIP	2	EA
BELL LOUD 5" OR 4" MAST MTG	2	EA
CABLE UG 3C4 7X W/GROUND	120	FT
CABLE UG 7 COND #6 AWG SOLID	500	FT
CABLE UG 7 COND #9 AWG SOLID	500	FT
WIRE UG TRK #6 AWG DUPLEX	500	FT
TAPE MARKER BURIED RR CABLE	1	EA
BATT GNB 50G13 312AH	13	EA
WIRE #6 SOFT BARE COPPER	40	FT
ROD 3/4 X 8 NON-SECT COP GRD	4	EA
CADWELD ONESHOT 3/4" NX TYPE	4	EA
BOND STRAND 8-STR 3/16" TINNED	1000	FT
BOOTLEG BOND W/COUPLER KIT	200	EA
TAPE ELECTRICAL 3M #33+ 3/4"	3	RL
TAPE ELECTRICAL 3M #130-C	3	RL
BOND JOINT 3/16" X 6-1/2" XS	300	EA
BOND KIT SBK228	3	EA
COMPOUND INSULATING ELECTRIC	1	EA
HOSE RUBBER 3/4"	50	EA
STAPLE GROUND WIRE 1-1/16"X3"	12	EA
TIE CABLE .184 X 7.31" HIG T	20	EA
CABLE TIE TY-RAP 342MM W/ INOX BARB	20	EA
LUG RNG 1/4" 12-10AWG INS BLK	45	EA
WIRE DIESEL 10AWG 2000 VOLTS	350	FT
WIRE DIESEL 6AWG 600V	50	FT
LUG RNG 1/4 6AWG AMP ONLY	8	EA
STAPLE COPPERWELD 3/8 X 1-3/4	75	EA
GREASE RUST PREVENTIVE NO OXID	1	EA

SLEEVE NICO 3/16"-#6 AWG REDUC	6	EA
TUBING HEAT SHRINK AMP 12" PC	4	EA
CLIP TRACK WIRE RETAINER	12	EA
COMPOUND DUCT SEAL 5 LB PLUG	3	PK
PADLOCK SIGNAL CASE	5	EA
Sign, ENS	2	EA
SIGN HDW F/5"MAST RIBBED XING	4	EA
Field Cable Tag Kit	1	EA
TRAY BATTERY 12 X 27"	4	EA
TORQUE WRENCH S/T 070981X	1	EA
WRENCH AAR TERMINAL	1	EA
WRENCH TEST NUT FOR RLY S/T	1	EA
SWITCH INSULATION	3	LOT
INSULATED JOINTS	9	EA



- NOTES:
- 1. ALL WIRING IN THE BUNGLOW IS #16 AWG FLEX UNLESS OTHERWISE NOTED.
 - 2. SEE APPROACH CIRCUIT DISTANCE CALCULATION TABLE FOR PLANNED WARNING TIME AND TRAIN SPEED PER TRACK.
 - 3. TRANSMITTER WIRES TX+ AND TX- MUST BE RUN TO THE TRACK ON THE HOUSE SIDE OF THE CROSSING.
 - 4. APPROACH DISTANCES ARE TO BE MEASURED FROM THE CIRCUIT FEED POINTS.
 - 5. SIGNALS AND HOUSE TO BE INSTALLED PER MUTCD, STATE, AND / OR RAILROAD STANDARDS.
 - 6. ALL DIMENSIONS ARE APPROXIMATE AND MAY VARY DUE TO ACTUAL FIELD CONDITIONS. ALL MEASUREMENTS SHOULD BE VERIFIED UPON AIS.

APPROACH CIRCUIT DISTANCE CALCULATION	
	TRACK 1
BASE WARNING TIME	30 SEC
PLUS TIME FOR CLEARANCE DISTANCE > 35'	0 SEC
EQUALS PLANNED WARNING TIME	30 SEC
PLUS TIME FOR EQUIPMENT RESPONSE	4 SEC
PLUS TIME FOR TRAFFIC PRE-EMPTION	0 SEC
EQUALS CIRCUIT APPROACH TIME	34 SEC
TIMES MAXIMUM PLANNED TRAIN SPEED	10 MPH
TIMES RATIO OF FEET PER SECOND TO MILE PER HOUR	22/15
EQUALS APPROACH CIRCUIT DISTANCE WITH ANY FRACTIONAL VALUE INCREASED TO FULL UNIT	499 FT

CABLE TABULATION	
HOUSE TO GATE #1	7C#6 & 7C#9
HOUSE TO GATE #2	7C#6 & 7C#9
HOUSE TO AC SERVICE	3C#4 W/GND.
HOUSE TO TX+ & TX- RAIL CONNECTIONS	2C#6 TW
HOUSE TO RX+ & RX- RAIL CONNECTIONS	2C#6 TW

- LEGEND:
- TEST TERMINAL
 - EQUALIZER
 - HEAVY DUTY EQUALIZER
 - ARRESTER TO GROUND
 - TWISTED WIRE
2 TURNS PER FOOT
 - INSULATED NUT
 - RIGID CONDUIT

NOT TO SCALE

REVISIONS							

THE OPERATION OF THE CIRCUITS AND EQUIPMENT REPRESENTED HEREIN CANNOT BE FULLY CHECKED UNTIL ALL CIRCUITS AND DEVICES ARE CONNECTED TO FORM A COMPLETE SYSTEM, OR AN EFFECTIVE SUBSYSTEM. SUCH SYSTEM OR SUBSYSTEM MUST BE GIVEN COMPLETE CIRCUIT AND OPERATIONAL TESTS BEFORE BEING PLACED IN REGULAR OPERATION.



BELPRE INDUSTRIAL PARKERSBURG RR

(BIP)

DRAWN: A.P.D.

DESIGNED: A.P.D.

CHECKED: PRELIM

DATE: 10-07-21

CROSSING TRACK PLAN

DEPOT STREET

BELPRE, OHIO

DOT# 156 051T

DRAWING NO.

DEPOT STREET

SHEET 1 OF 1

IN THE MATTER OF THE REQUEST FOR
A AGREEMENT FOR MODIFICATION
OF WARNING DEVICES ON THE
BELPRE INDUSTRIAL PARKERSBURG RAILROAD
IN THE STATE OF OHIO

AGREEMENT NO. 35033

AGREEMENT

THIS AGREEMENT is entered into on this 3rd day of November, 2020 by and among the Ohio Rail Development Commission (“ORDC”), and Belpre Industrial Parkersburg Railroad, LLC (“RAILROAD”).

WITNESSETH:

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, 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 ORDC 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, if applicable, 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.

The following highway-rail grade crossings are to be modified under this AGREEMENT:

Washington County, TR 50/ Westview Ave., DOT# 156134G, PID
Washington County, TR 482/ Gravel Bank Rd., DOT# 156066H, PID
Washington County, Depot St., DOT# 156051T, PID

The RAILROAD shall use the Plans and Estimates ("PE") developed by CSX Transportation, Inc. and the installation of the PROJECTS shall be completed within nine (9) months or other time frame specified by ORDC 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 ORDC, 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. Should the RAILROAD request a change in the scope of work, the RAILROAD's work shall accommodate the time necessary for ORDC 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 PROJECTS shall be borne one hundred percent (100%) by ORDC. In total the actual costs of the improvements to be borne by ORDC set forth in Section I of this AGREEMENT shall not be greater than \$985,562.00 unless otherwise approved in writing by ORDC. The total costs for the modifications borne by the ORDC shall not exceed actual cost of the modifications, approved estimate and ORDC share outlined in this AGREEMENT.

RAILROAD shall notify ORDC in writing of any changes in the scope of work which are not in the approved plans and estimates and secure approval in writing of same before the work is performed. Such changes to the approved plans and estimates may also require review and approval by the ORDC.

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 ORDC 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. ORDC shall pay all bills within sixty (60) days after receipt thereof, except that ORDC may hold a retainer on all bills not to exceed eight percent (8%) until final payment. Final payment for all amounts due RAILROAD shall be made by 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 ORDC, or its duly authorized representatives, shall, during ORDC 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 ORDC or its designee and shall permit ORDC 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 ORDC.

To the extent possible under applicable law, all aspects of ORDC's exercise of audit rights and the results thereof, and any and all information disclosed by RAILROAD to the ORDC 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 ORDC 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: Belpre Industrial Parkersburg Railroad, LLC
 Attn: Casey Cathcart
 811 Hopley Ave
 Bucyrus, OH 44820

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

RAILROAD shall furnish notification to ORDC 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 ORDC 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 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 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 ORDC 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 ORDC.

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.

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 ORDC in writing. Thereafter, such person shall not participate in any action affecting the work under this AGREEMENT unless the ORDC determines that, in light of the personal monetary interest disclosed, his participation in any such action would not be contrary to the public interest.

B. ORDC: ORDC 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 ORDC in writing, and (2) ORDC 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 ORDC. 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 ORDC upon any breach by RAILROAD shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed necessary by ORDC. 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 ORDC 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.

SIGNATURE PAGE FOLLOWS

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

BELPRE INDUSTRIAL PARKERSBURG
RAILROAD, LLC


By  _____

Print Name Casey Cathcart _____

Title President _____

Date November 3, 2020 _____

OHIO RAIL DEVELOPMENT COMMISSION

By  _____

Matthew Dietrich, Executive Director

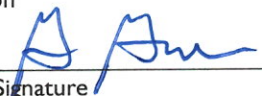
Date November 4, 2020 _____

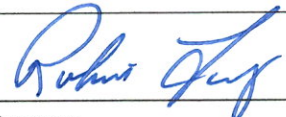
Master Agreement State of Ohio and BIP


Crossing at a glance: Rank 922


ORDC Notes: Incident 10/18/18


Please Sign In


Greg Gronbach	Project Manager	ORDC
Name	Title	Organization
614-745-6760	gregory.gronbach@dot.ohio.gov	
Phone Number	Email	Signature

Robert Farley	PUCO	
Name	Title	Organization
740-463-2007	robert.farley@puco.ohio.gov	
Phone Number	Email	Signature

Ron Cross	Safety Service Director	City of Belpre
Name	Title	Organization
740-423-7592	belpressd@lumos.net	
Phone Number	Email	Signature

Randall Reine	Signal Maintainer	CSX
Name	Title	Organization
(937) 694-2554 RR		
Phone Number	Email	Signature

Todd Keelin	Signal Supervisor	CSX
Name	Title	Organization
606-922-3551	Todd_Keelin@csx.com	
Phone Number	Email	Signature

Street Supervisor	City of Belpre	
Name	Title	Organization
740 423-4464	belpre.servicesupt@cityofbelpre.com	
Phone Number	Email	Signature

Name	Title	Organization
Phone Number	Email	Signature

Name	Title	Organization
Phone Number	Email	Signature

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

Date: 7/16/2019

Location Data			
Street or Road Name:		Depot Street	
County:	Washington	Township:	US DOT No.: 156051T
City (in or near):	Belpre	Railroad Name:	RR Milepost: 00.140
Safety Data (Obtain crash reports, if possible)			
	Initial Information (from database)		Revised
Number & dates of vehicle crashes in previous 5 years:	1 - 10/18/18 (non-injury)		
Number & dates of pedestrian/bicycle crashes in previous 5 years:			
Hazard Ranking:	922	Date Run:	03/18/2019

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	1 - EASTSIDE ONLY
'Stop' Signs	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
'Stop Ahead' Signs	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Pavement Markings (condition?)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
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	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	2
Crossbucks – assembly with Stop	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Crossbucks – assembly with Yield	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	2
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	
LED or Incandescent Lights? Size?	<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/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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	2 BLUE ENS SIGNS

Railroad Data		
Type of Train: <input checked="" type="checkbox"/> Freight <input type="checkbox"/> Intercity Passenger <input type="checkbox"/> Transit <input type="checkbox"/> Shared Use Transit <input type="checkbox"/> Commuter <input type="checkbox"/> Tourist/Other		
Railroad Characteristics	Initial Information (from database)	Revised
Total trains per day	2 ✓	
<1 per day? Trains per week	-	
Day thru trains	0 2	
Night thru trains	0	
Switching	2	
Total number of tracks	1	
Number of main tracks	-	
Number of other tracks	1	
Maximum train speed	10	
Typical train speed	10-10	
Amtrak	-	
Are there other track(s) crossing this same roadway within 100ft of this crossing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, Crossing DOT# (if different) <u>N/A</u>		
If yes, distance <u>N/A</u> (take measurement between track centerlines at closest point along roadway)		
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 the crossing? <input type="checkbox"/> Yes (explain below) <input checked="" type="checkbox"/> No		
Can one or more tracks be eliminated through the crossings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Comments:		
Circuitry: <input type="checkbox"/> Constant Warning Time <input type="checkbox"/> Motion Detection <input type="checkbox"/> AFO <input type="checkbox"/> PTC <input type="checkbox"/> DC <input checked="" type="checkbox"/> Other <u>NONE</u>		

Roadway Data		
Local Highway Authority:		City of Belpre
Roadway Characteristics	Initial Information (from database)	Revised
Average Daily Traffic	381	
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 Other _____		
Roadway width (paved/travelled way): <u>21'</u> ft		
Number of Highway Lanes	2	
Urban or Rural	Urban - Local	
Vehicle Speed: <u>25</u> MPH		
School Bus Operation: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Amount <u>3</u>		
Location of nearby schools: <u>BELPRE HS LESS THAN 1/2 MILE SOUTH</u>		
Hazardous Materials Trucks: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Amount (from FRA) <u>3%</u> LHA verified/changed?		
Shoulders: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Is the Shoulder Surfaced? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, shoulder width: _____ ft.		
Is there existing guardrail along the roadway in crossing vicinity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Crossing Angle <input type="checkbox"/> 0-29° <input type="checkbox"/> 30-59° <input checked="" type="checkbox"/> 60-90° Measured in _____ Quadrant?		
Quadrant <u>NE</u> Curb & Gutter:	Quadrant <u>SW</u> Curb & Gutter:	
<input type="checkbox"/> Functional (Curb height = 4" or more)	<input type="checkbox"/> Functional (Curb height = 4" or more)	
<input type="checkbox"/> Non-functional (Curb height = less than 4")	<input type="checkbox"/> Non-functional (Curb height = less than 4")	
<input checked="" type="checkbox"/> None	<input checked="" type="checkbox"/> None	
Is there a nearby intersection that could cause queuing over the crossing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, distance <u>N/A</u>		
Is this intersection signalized? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Are there signals currently interconnected with the existing crossing warning devices? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Is there a 'Do Not Stop on Track' sign? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes:		
Improvement type _____ Lead Agency _____ Timeline/completion _____		

Pedestrian & Bicycle Data

Regular pedestrian usage: ☒ Yes ☐ No Volumes: ☐ Occasional ☐ <20 ☐ 20-60 ☐ >60

Is sidewalk present in the approach? ☐ Yes ☒ No Quadrants:

Does crossing surface accommodate pedestrians? ☐ Yes ☒ No

Both sides of roadway? ☐ Yes ☒ No If no, which side is paved?

Pedestrian generators in close proximity (e.g. schools, sports/entertainment venues)? ☒ Yes ☐ No

Comments: DEPOT PARK IN NE QUAD.

Regular bicycle usage: ☒ Yes ☐ No

☒ Roadway ☐ Dedicated Lane (on street) ☐ Dedicated Path (off street) ☐ Shared Use (pedestrian/bicycle) Path
☐ Bikes must use sidewalk

Future plans for pedestrian or bicycle routes? ☐ Yes ☒ No

Comments:

Utility Information

Is commercial power available? ☒ Yes ☐ No

Utility Provider (Company Name) AEP

Nearest Available Power Source AT CROSSING

What other utilities are present? ☐ Gas ☐ Cable ☐ Telephone ☐ Fiber Optic Cable (add locations to sketch)
☐ Petroleum ☐ Water ☒ Sanitary Sewer ☐ Other

Comments:

Surface

Surface review form completed? ☒ Yes ☐ No

Sight Preview (REFER TO TABLES)

If non-gated crossing, is clearing sight distance adequate in all quadrants? (See Table 1) ☐ Yes ☒ No NE + SE

Is stopping sight distance adequate? (See Table 2) ☒ Yes ☐ No If no, which quadrant? _____

When considering recommendations for bicycle treatments:

Bicycle sight distance adequate? ☐ Yes ☒ No If no, which quadrant? NE + SE

When considering recommendations for pedestrian treatments:

Pedestrian sight distance adequate? ☐ Yes ☒ No If no, which quadrant? NE + SE

Potential Red Flags / Project Challenges

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

NO

Crossing Consolidation or Closure:

NO

Real Estate or ROW:

NO

Culvert / Drainage / Ballast Conditions:

YES - SE + SW QUADS

Roadway and/or Sidewalks:

NO

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

NO

Environmental:

NO

Utilities:

NO

Other:

Potential Closure

Is it the consensus of the Diagnostic Review Team that this is a potential closure project?

NO

Explain reasons:

Diagnostic Team Recommendations

☐ No improvements needed

Quadrants Needed

☒ Install/upgrade active devices

☐ Automatic Flashing Lights (AFLS)

☐ AFLS / Cants

☒ AFLS / Gates

☐ AFLS / Gates / Cants

☐ Bells / number

☐ Upgrade circuitry / type

☐ Sidelights

☐ LED Upgrades

☐ Guardrail Needed

☐ Install/Replace curb

☒ Bungalow placement & offset from rail & highway

SW QUAD

☒ Other (define)

Comments: NE QUAD MAY NEED A CURB, DUE TO OVERHEAD UTILITIES, AND SIGHT LINE.

☐ Install/upgrade traffic signal preemption

Other (define):

Diagnostic Team Recommendations (cont.)

PEDESTRIAN/BICYCLE Treatments (additional, not included above)

☐ Crossing Surface (specify)

☐ Sidewalk (specify)

☐ Detectable warning surfaces

☐ LOOK Sign (R15-8)

☐ Stop lines

☐ Illumination

☐ Dynamic envelop markings

☐ Channelization

☐ Path delineation

☐ Fencing/barriers

☐ Other

Comments:

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

MTK

RSF RE

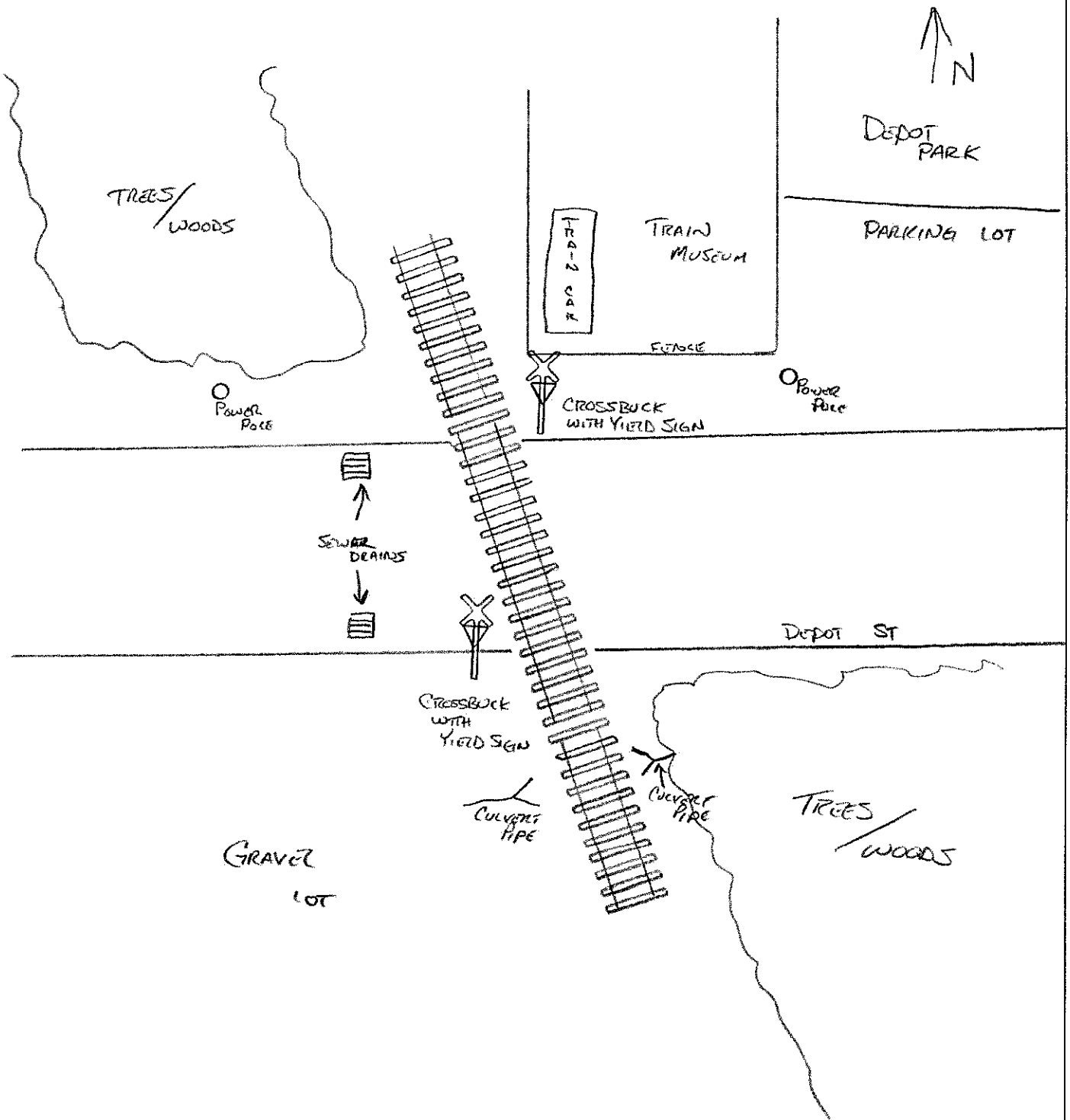
GWG

RR

DFS

Field Sketch (optional)

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



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.

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.

Bicycle & Pedestrian Clearing Sight Distances

Clearing Sight Distance from Stop Position*											
Crossing of one track								Crossing 2 Tracks		Crossing 3 Tracks	
Train Speed	Car	Single-unit Truck	Bus	WB-50 Semitruck	65-foot Double Truck	Pedestrian ¹	Bicyclist ²	Pedestrian ¹	Bicyclist ²	Pedestrian ¹	Bicyclist ²
10	105	185	200	225	240	120	100	180	120	240	140
20	205	365	400	450	485	240	200	360	240	480	270
25	255	455	500	560	605	300	250	450	290	590	340
30	310	550	600	675	725	360	290	530	350	710	410
40	410	730	795	895	965	480	390	710	470	950	540
50	515	910	995	1,120	1,205	590	490	890	580	1180	670
60	615	1,095	1,195	1,345	1,445	710	580	1060	700	1420	810
70	715	1,275	1,395	1,570	1,680	830	680	1240	810	1650	940
80	820	1,460	1,590	1,790	1,925	950	780	1420	930	1890	1080
90	920	1,640	1,790	2,015	2,165	1060	870	1590	1040	2120	1210

*A single track, 90-degree, level crossing

¹ Walking 3.5 feet per second across tracks 15 feet apart, with a 2-second reaction time to reach a decision point 10 feet before the center of the first track, and clearing 10 feet beyond the centerline of the second track.

² Bicycling 8 miles per hour across tracks 15 feet apart, from a stopped position 10 feet before the center of the first track with an acceleration of 2.5 feet per second, and clearing 10 feet beyond the centerline of the second track on a bike of 6 feet length.

County: WAS Route: Depot St - Berple, OH DOT#: 156051T

Surface type <input type="checkbox"/> Rubber seal and asphalt <input checked="" type="checkbox"/> Timber and asphalt <input type="checkbox"/> Asphalt <input type="checkbox"/> Composite <input type="checkbox"/> Concrete panel <input type="checkbox"/> Full-depth timber <input type="checkbox"/> Full-depth rubber <input type="checkbox"/> Other _____	Condition <input type="checkbox"/> Good <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Poor Comments: <u>TIMBER IS ROTTING.</u> _____ _____
Is the surface good and sufficient? <u>Yes</u> / No	
Vehicle type (cars, trucks, etc.): <u>CARS, TRUCKS</u>	
Surface conditions: Can vehicles cross at posted speed? <u>YES</u> Local observations/driver behaviors: <u>TRAVEL ACROSS AT POSTED</u> <u>SPEED LIMIT.</u> Relevant crash history: <u>2018 NON-INJURY</u> _____ _____	
Do existing surface conditions have negative effects on the current or proposed warning devices? Explain: <u>NO</u> _____ _____	
Comments: 	

Form completed by: G. GRO NBACH

Date: 7/1/19

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

5/12/2022 2:17:18 PM

in

Case No(s). 22-0502-RR-FED

Summary: Application In the Matter of a Request for the Installation of Active Warning Devices at the Belpre Industrial Railroad Grade Crossing, DOT# 156-051T, at Depot Street in Washington County, Ohio. electronically filed by Mrs. Jill A. Henry on behalf of PUCO/Rail Division