

# Memo

**To:** Docketing Division

**From:** Jill Henry, Chief, Rail Division

**Cc:** PUCO Legal Department

**Date:** 6/8/22

**Re:** PUCO Case No. 22-575-RR-STP- In the Matter of a Request for LED Upgrades at the Norfolk Southern Railway Grade Crossings in Ohio.

---

On May 31, 2022, Commission Staff (PUCO) and Norfolk Southern Railway (NS) entered into a stipulation agreement (attached) whereby LED Lights would be installed at 100 locations in Ohio (see attached list).

Electric service already exists at these crossings and therefore utility notification is not needed for these upgrades.

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

**PUCO**

\$7,500 for each crossing for a total of \$750,000

**Railroad**

Any costs exceeding \$7,500 for each crossing

Staff has reviewed this document and has determined it to be in order. Staff requests an Entry adopting the attached letter agreement and directing NS to complete the upgrades within one year.

**Please serve the following parties of record:**

Norfolk Southern Railway Company  
Kurt Young  
Public Projects Engineer  
650 West Peachtree Street., NW  
Box 41  
Atlanta, GA 30308

Norfolk Southern Railway Company  
Cayela Wimberly  
Director Grade Crossing Safety  
650 West Peachtree Street., NW  
Box 41  
Atlanta, GA 30308

Eastman & Smith LTD.  
Casey Talbott  
Attorney for Norfolk Southern  
One SeaGate 24<sup>th</sup> Floor  
P.O. Box 10032  
Toledo, OH 43699-0032

DOT	Site Name	Alias	City	County	Division	Prefix	Mile Post
523835H	LEWIS RD		OLMSTED	CUYAHOGA	Great Lakes	CD	196.09
523836P	COLUMBIA RD	SR 252 - MAIN ST	OLMSTED FALLS	CUYAHOGA	Great Lakes	CD	196.34
523837W	BROOKSIDE DR		OLMSTED FALLS	CUYAHOGA	Great Lakes	CD	196.52
523838D	MAPLEWAY DR	DIVISION ST	OLMSTED FALLS	CUYAHOGA	Great Lakes	CD	196.76
523841L	BRONSON RD		NORTH RIDGEVILLE	CUYAHOGA	Great Lakes	CD	199.77
523937B	EASTLAND RD	CITY ST	BROOK PARK	CUYAHOGA	Great Lakes	CD	192.52
523940J	SHELDON RD	CR 131	BROOK PARK	CUYAHOGA	Great Lakes	CD	193.15
524040W	MAIN ST	60	VERMILION	ERIE	Great Lakes	CD	220.97
524041D	GRAND ST		VERMILION	ERIE	Great Lakes	CD	221.05
524045F	ADAMS ST		VERMILION	ERIE	Great Lakes	CD	221.69
524053X	CEYLON RD	SR 61	SHINROCK	ERIE	Great Lakes	CD	228.63
524054E	BERLIN RD	SR 132	HURON	ERIE	Great Lakes	CD	231.18
524055L	RIVER RD	HURON	HURON	ERIE	Great Lakes	CD	231.93
524056T	MAIN ST	SR 13	HURON	ERIE	Great Lakes	CD	232.42
524057A	WILLIAMS ST		HURON	ERIE	Great Lakes	CD	232.5
524059N	RYE BEACH RD	TWP 122	HURON	ERIE	Great Lakes	CD	234.22
524061P	CAMP RD	TR 121	HURON	ERIE	Great Lakes	CD	235.74
524062W	PERKINS AVE	TWP 5	SANDUSKY	ERIE	Great Lakes	CD	236.85
524063D	REMINGTON AVE		SANDUSKY	ERIE	Great Lakes	CD	239.2
524064K	PIPE ST		SANDUSKY	ERIE	Great Lakes	CD	239.41
524067F	CAMPBELL ST		SANDUSKY	ERIE	Great Lakes	CD	240.89
524070N	MILLS ST	CEMETARY	SANDUSKY	ERIE	Great Lakes	CD	242.02
524075X	EDGEWATER AVE		SANDUSKY	ERIE	Great Lakes	CD	243.27
509485J	TEMPLETON RD	CR 2.2	SWANTON	FULTON	Great Lakes	CD	308.12
509486R	BRAILEY RD	CR 3	SWANTON	FULTON	Great Lakes	CD	308.44
509487X	CR 4		SWANTON	FULTON	Great Lakes	CD	309.48
509491M	CR 5-2	CR 5-2 REGHARD ROAD	DELTA	FULTON	Great Lakes	CD	311.02
509496W	CR FG - CR 98	CR FG - TEETLE RD.	DELTA	FULTON	Great Lakes	CD	313.72
509499S	CR 10	TR 46	DELTA	FULTON	Great Lakes	CD	315.64
509502X	WINAMEG LYONS RD	CR 11	WAUSEON	FULTON	Great Lakes	CD	316.67
509510P	N BRUNELL ST		WAUSEON	FULTON	Great Lakes	CD	320.37
509511W	LAWRENCE AVE	15	WAUSEON	FULTON	Great Lakes	CD	320.76
509512D	W LEGGETT ST	CR E	WAUSEON	FULTON	Great Lakes	CD	321.25

509513K	LENA MORENCI RD	CR 16	WAUSEON	FULTON	Great Lakes	CD	321.79
509516F	CR 18		WAUSEON	FULTON	Great Lakes	CD	323.83
509517M	MAIN ST	CR 19	ARCHBOLD	FULTON	Great Lakes	CD	324.79
509518U	CR 20	20	ARCHBOLD	FULTON	Great Lakes	CD	325.81
509520V	CR 21 - 34		ARCHBOLD	FULTON	Great Lakes	CD	326.83
509525E	S DEFIANCE ST - SR 66	SR 66	ARCHBOLD	FULTON	Great Lakes	CD	328.88
509526L	FRANKLIN ST		ARCHBOLD	FULTON	Great Lakes	CD	329.01
523844G	CHESTNUT RIDGE		NORTH RIDGEVILLE	LORAIN	Great Lakes	CD	201.35
523845N	ROOT RD		NORTH RIDGEVILLE	LORAIN	Great Lakes	CD	201.64
523847C	MADDOCK RD	20	NORTH RIDGEVILLE	LORAIN	Great Lakes	CD	203.1
523848J	RACE RD	N RIDGEVILLE	NORTH RIDGEVILLE	LORAIN	Great Lakes	CD	203.77
523850K	S ABBE RD		ELYRIA	LORAIN	Great Lakes	CD	205.49
523851S	OLIVE ST		ELYRIA	LORAIN	Great Lakes	CD	205.94
523861X	MURRAY RIDGE RD		ELYRIA	LORAIN	Great Lakes	CD	209.44
523864T	W RIDGE RD		ELYRIA	LORAIN	Great Lakes	CD	210.27
523866G	OBERLIN RD		AMHERST	LORAIN	Great Lakes	CD	211.63
523879H	COOPER FOSTER PARK RD W		AMHERST	LORAIN	Great Lakes	CD	215.69
523882R	SUNNYSIDE RD		VERMILION	LORAIN	Great Lakes	CD	217.78
509436M	OAKDALE AVE	WHITE ST PARALLELS OAKDALE AVE	TOLEDO	LUCAS	Great Lakes	CD	286.4
509457F	S HOLLAND SYLVANIA RD		TOLEDO	LUCAS	Great Lakes	CD	295.87
509463J	HOLLOWAY RD		HOLLAND	LUCAS	Great Lakes	CD	297.41
509466E	ALBON RD		HOLLAND	LUCAS	Great Lakes	CD	298.69
509468T	S CRISSEY RD	CR 65	HOLLAND	LUCAS	Great Lakes	CD	299.97
509469A	EBER RD	CR 118	HOLLAND	LUCAS	Great Lakes	CD	301.29
509470U	GARDEN RD	CR 84	HOLLAND	LUCAS	Great Lakes	CD	301.87
509472H	S BERKEY SOUTHERN RD	SR 295	SWANTON	LUCAS	Great Lakes	CD	303.35
509474W	WILKINS RD	305.40 - CR 108	SWANTON	LUCAS	Great Lakes	CD	304.37
509254B	GYPSUM RD	MAIN ST	GYPSUM	OTTAWA	Great Lakes	CD	251.08
509271S	SR 163	163	PORT CLINTON	OTTAWA	Great Lakes	CD	257.61
509380V	N TETTAU RD	SR 14	PORT CLINTON	OTTAWA	Great Lakes	CD	260.01
509385E	TOUSSIANTE RD S	RT 104	OAK HARBOR	OTTAWA	Great Lakes	CD	262.52
509388A	N BEHLMAN RD	TWP 102	OAK HARBOR	OTTAWA	Great Lakes	CD	264.51
509389G	LOCUST ST	19	OAK HARBOR	OTTAWA	Great Lakes	CD	265.52

509390B	N BENTON ST	W CHIRSTIANSEN RD	OAK HARBOR	OTTAWA	Great Lakes	CD	266.03
509391H	N TOUSSSAINT PORTAGE RD	TOUSSANT-PORTAGE RD TR-92	OAK HARBOR	OTTAWA	Great Lakes	CD	266.55
509392P	VOGEL RD	TWP HWY 10	OAK HARBOR	OTTAWA	Great Lakes	CD	267.08
509393W	N BENTON CARROLL RD	CR 23	ROCKY RIDGE	OTTAWA	Great Lakes	CD	267.58
509394D	N LICKERT HARDER RD	CR 22	ROCKY RIDGE	OTTAWA	Great Lakes	CD	268.61
509397Y	LIMESTONE ST	SR 590	ROCKY RIDGE	OTTAWA	Great Lakes	CD	269.75
509402T	N GRAYTOWN RD	WALKER RD - TWP 19	ELLISTON	OTTAWA	Great Lakes	CD	271.74
509405N	ELLISTON TROWBRIDGE RD	ELLISTON BENTON RD CR 208	ELLISTON	OTTAWA	Great Lakes	CD	272.77
509406V	N NISSEN RD	213	ELLISTON	OTTAWA	Great Lakes	CD	273.84
509407C	N OPFER LENTZ RD	TR 214	ELLISTON	OTTAWA	Great Lakes	CD	274.91
509408J	N MOLINE MARTIN RD	4TH ST - TWP 66	CLAY CENTER	OTTAWA	Great Lakes	CD	275.58
509409R	N MARTIN WILLISTON RD	TWP 7	CLAY CENTER	OTTAWA	Great Lakes	CD	275.96
509410K	N GENOA CLAY CENTER RD	CLAY CENTER RD CR 51	CLAY CENTER	OTTAWA	Great Lakes	CD	276.97
509411S	N BOLANDER RD	TROWBRIDGE RD	CLAY CENTER	OTTAWA	Great Lakes	CD	277.48
509415U	N FOSTORIA RD	COUNTY LINE RD - CR 2	MILLBURY	OTTAWA	Great Lakes	CD	279.91
509535K	S DEFIANCE ST - SR 2	SR 191 - MAIN ST - SR 2	STRYKER	WILLIAMS	Great Lakes	CD	334.62
509536S	S WEST ST	NORTH WEST ST	STRYKER	WILLIAMS	Great Lakes	CD	334.88
509537Y	HORTON ST		STRYKER	WILLIAMS	Great Lakes	CD	335.25
509538F	CR F	CR 297 OR CR F	STRYKER	WILLIAMS	Great Lakes	CD	335.9
509539M	CR 19.50	TR 56	STRYKER	WILLIAMS	Great Lakes	CD	336.41
509540G	CR 19	TR 197	STRYKER	WILLIAMS	Great Lakes	CD	336.97
509544J	MEYERS RD	TWP 15.75	BRYAN	WILLIAMS	Great Lakes	CD	340.29
509545R	PULASKI RD	CR 15/D	BRYAN	WILLIAMS	Great Lakes	CD	340.75
509546X	NORTH UNION ST	CR 15	BRYAN	WILLIAMS	Great Lakes	CD	341.11
509547E	N WALNUT ST		BRYAN	WILLIAMS	Great Lakes	CD	341.82
509563N	DENMARK RD	CR 5 - TR 39	EDGERTON	WILLIAMS	Great Lakes	CD	351.39
509564V	N ASH ST	US 6	EDGERTON	WILLIAMS	Great Lakes	CD	352.1
509565C	S MICHIGAN ST	SR 49	EDGERTON	WILLIAMS	Great Lakes	CD	352.37
509417H	MAIN ST	MILBURY	MILLBURY	WOOD	Great Lakes	CD	280.42
509418P	CHERRY ST		MILLBURY	WOOD	Great Lakes	CD	280.66
509419W	BRADNER RD	TR 16	MILLBURY	WOOD	Great Lakes	CD	281.07

509422E	PEMBERVILLE RD	CR 15	NORTHWOOD	WOOD	Great Lakes	CD	282.48
509423L	WALBRIDGE RD	CR 68	NORTHWOOD	WOOD	Great Lakes	CD	282.96
509424T	LEMOYNE RD	TR 111	NORTHWOOD	WOOD	Great Lakes	CD	283.82

BEFORE THE

**PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of a Request for LED :  
Upgrades at Norfolk Southern Railway : Case No. 22-575-RR-STP  
Crossings in Ohio. :  
:

**SUBSIDY STIPULATION**

THIS SUBSIDY STIPULATION (“Subsidy Stipulation”) is entered into on this 31st day of May, 2022 by and among the Public Utilities Commission of Ohio Railroad Staff (“PUCO”), and Norfolk Southern Railway Company (“Railroad”).

WITNESSETH:

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

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

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

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

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

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

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

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

## **Article I. PURPOSE**

The Subsidy Stipulation is a joint collaboration by the Railroad and the PUCO Staff to promote the health and safety of the traveling public who are required to travel through these public highway-railroad grade crossings located in Ohio.

## **Article II. PROJECT**

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

<b>DOT</b>	<b>Street</b>	<b>Highway</b>	<b>City</b>	<b>County</b>
523835H	LEWIS RD		OLMSTED	CUYAHOGA
523836P	COLUMBIA RD	SR 252 - MAIN ST	OLMSTED FALLS	CUYAHOGA
523837W	BROOKSIDE DR		OLMSTED FALLS	CUYAHOGA
523838D	MAPLEWAY DR	DIVISION ST	OLMSTED FALLS	CUYAHOGA
523841L	BRONSON RD		NORTH RIDGEVILLE	CUYAHOGA
523937B	EASTLAND RD	CITY ST	BROOK PARK	CUYAHOGA
523940J	SHELDON RD	CR 131	BROOK PARK	CUYAHOGA
524040W	MAIN ST	60	VERMILION	ERIE
524041D	GRAND ST		VERMILION	ERIE
524045F	ADAMS ST		VERMILION	ERIE
524053X	CEYLON RD	SR 61	SHINROCK	ERIE
524054E	BERLIN RD	SR 132	HURON	ERIE
524055L	RIVER RD	HURON	HURON	ERIE
524056T	MAIN ST	SR 13	HURON	ERIE
524057A	WILLIAMS ST		HURON	ERIE
524059N	RYE BEACH RD	TWP 122	HURON	ERIE
524061P	CAMP RD	TR 121	HURON	ERIE
524062W	PERKINS AVE	TWP 5	SANDUSKY	ERIE
524063D	REMINGTON AVE		SANDUSKY	ERIE
524064K	PIPE ST		SANDUSKY	ERIE
524067F	CAMPBELL ST		SANDUSKY	ERIE



<b>DOT</b>	<b>Street</b>	<b>Highway</b>	<b>City</b>	<b>County</b>
524070N	MILLS ST	CEMETARY	SANDUSKY	ERIE
524075X	EDGEWATER AVE		SANDUSKY	ERIE
509485J	TEMPLETON RD	CR 2.2	SWANTON	FULTON
509486R	BRAILEY RD	CR 3	SWANTON	FULTON
509487X	CR 4		SWANTON	FULTON
509491M	CR 5-2	CR 5-2 REGHARD ROAD	DELTA	FULTON
509496W	CR FG - CR 98	CR FG - TEETLE RD.	DELTA	FULTON
509499S	CR 10	TR 46	DELTA	FULTON
509502X	WINAMEG LYONS RD	CR 11	WAUSEON	FULTON
509510P	N BRUNELL ST		WAUSEON	FULTON
509511W	LAWRENCE AVE	15	WAUSEON	FULTON
509512D	W LEGGETT ST	CR E	WAUSEON	FULTON
509513K	LENA MORENCI RD	CR 16	WAUSEON	FULTON
509516F	CR 18		WAUSEON	FULTON
509517M	MAIN ST	CR 19	ARCHBOLD	FULTON
509518U	CR 20	20	ARCHBOLD	FULTON
509520V	CR 21 - 34		ARCHBOLD	FULTON
509525E	S DEFIANCE ST - SR 66	SR 66	ARCHBOLD	FULTON
509526L	FRANKLIN ST		ARCHBOLD	FULTON
523844G	CHESTNUT RIDGE		NORTH RIDGEVILLE	LORAIN
523845N	ROOT RD		NORTH RIDGEVILLE	LORAIN
523847C	MADDOCK RD	20	NORTH RIDGEVILLE	LORAIN
523848J	RACE RD	N RIDGEVILLE	NORTH RIDGEVILLE	LORAIN
523850K	S ABBE RD		ELYRIA	LORAIN
523851S	OLIVE ST		ELYRIA	LORAIN
523861X	MURRAY RIDGE RD		ELYRIA	LORAIN
523864T	W RIDGE RD		ELYRIA	LORAIN
523866G	OBERLIN RD		AMHERST	LORAIN
523879H	COOPER FOSTER PARK RD W		AMHERST	LORAIN
523882R	SUNNYSIDE RD		VERMILION	LORAIN
509436M	OAKDALE AVE	WHITE ST PARALLELS OAKDALE AVE	TOLEDO	LUCAS
509457F	S HOLLAND SYLVANIA RD		TOLEDO	LUCAS
509463J	HOLLOWAY RD		HOLLAND	LUCAS
509466E	ALBON RD		HOLLAND	LUCAS
509468T	S CRISSEY RD	CR 65	HOLLAND	LUCAS
509469A	EBER RD	CR 118	HOLLAND	LUCAS
509470U	GARDEN RD	CR 84	HOLLAND	LUCAS

<b>DOT</b>	<b>Street</b>	<b>Highway</b>	<b>City</b>	<b>County</b>
509472H	S BERKEY SOUTHERN RD	SR 295	SWANTON	LUCAS
509474W	WILKINS RD	305.40 - CR 108	SWANTON	LUCAS
509254B	GYPSUM RD	MAIN ST	GYPSUM	OTTAWA
509271S	SR 163	163	PORT CLINTON	OTTAWA
509380V	N TETTAU RD	SR 14	PORT CLINTON	OTTAWA
509385E	TOUSSIANTE RD S	RT 104	OAK HARBOR	OTTAWA
509388A	N BEHLMAN RD	TWP 102	OAK HARBOR	OTTAWA
509389G	LOCUST ST	19	OAK HARBOR	OTTAWA
509390B	N BENTON ST	W CHIRSTIANSEN RD	OAK HARBOR	OTTAWA
509391H	N TOUSSSAINT PORTAGE RD	TOUSSANT-PORTAGE RD TR-92	OAK HARBOR	OTTAWA
509392P	VOGEL RD	TWP HWY 10	OAK HARBOR	OTTAWA
509393W	N BENTON CARROLL RD	CR 23	ROCKY RIDGE	OTTAWA
509394D	N LICKERT HARDER RD	CR 22	ROCKY RIDGE	OTTAWA
509397Y	LIMESTONE ST	SR 590	ROCKY RIDGE	OTTAWA
509402T	N GRAYTOWN RD	WALKER RD - TWP 19	ELLISTON	OTTAWA
509405N	ELLISTON TROWBRIDGE RD	ELLISTON BENTON RD CR 208	ELLISTON	OTTAWA
509406V	N NISSEN RD	213	ELLISTON	OTTAWA
509407C	N OPFER LENTZ RD	TR 214	ELLISTON	OTTAWA
509408J	N MOLINE MARTIN RD	4TH ST - TWP 66	CLAY CENTER	OTTAWA
509409R	N MARTIN WILLISTON RD	TWP 7	CLAY CENTER	OTTAWA
509410K	N GENOA CLAY CENTER RD	CLAY CENTER RD CR 51	CLAY CENTER	OTTAWA
509411S	N BOLANDER RD	TROWBRIDGE RD	CLAY CENTER	OTTAWA
509415U	N FOSTORIA RD	COUNTY LINE RD - CR 2	MILLBURY	OTTAWA
509535K	S DEFIANCE ST - SR 2	SR 191 - MAIN ST - SR 2	STRYKER	WILLIAMS
509536S	S WEST ST	NORTH WEST ST	STRYKER	WILLIAMS
509537Y	HORTON ST		STRYKER	WILLIAMS
509538F	CR F	CR 297 OR CR F	STRYKER	WILLIAMS
509539M	CR 19.50	TR 56	STRYKER	WILLIAMS
509540G	CR 19	TR 197	STRYKER	WILLIAMS
509544J	MEYERS RD	TWP 15.75	BRYAN	WILLIAMS
509545R	PULASKI RD	CR 15/D	BRYAN	WILLIAMS
509546X	NORTH UNION ST	CR 15	BRYAN	WILLIAMS
509547E	N WALNUT ST		BRYAN	WILLIAMS
509563N	DENMARK RD	CR 5 - TR 39	EDGERTON	WILLIAMS
509564V	N ASH ST	US 6	EDGERTON	WILLIAMS
509565C	S MICHIGAN ST	SR 49	EDGERTON	WILLIAMS
509417H	MAIN ST	MILBURY	MILLBURY	WOOD
509418P	CHERRY ST		MILLBURY	WOOD

<b>DOT</b>	<b>Street</b>	<b>Highway</b>	<b>City</b>	<b>County</b>
509419W	BRADNER RD	TR 16	MILLBURY	WOOD
509422E	PEMBERVILLE RD	CR 15	NORTHWOOD	WOOD
509423L	WALBRIDGE RD	CR 68	NORTHWOOD	WOOD
509424T	LEMOYNE RD	TR 111	NORTHWOOD	WOOD

**NOTE: See Appendix A for detailed location information.**

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

### **Article III. ALLOCATION OF PROJECT COSTS**

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

#### **PUCO**

\$7,500 for each crossing for a total of \$750,000

#### **Railroad**

Any costs exceeding \$7,500 for each crossing

- B. The Railroad shall be responsible for initially paying all of the actual costs to upgrades of the warning devices identified above. However, the PUCO shall be legally bound to reimburse the Railroad for the above-mentioned amounts upon proper application by the Railroad, consistent with the terms of this Subsidy Stipulation and in accordance with all applicable state regulations.
- C. The PUCO has agreed to provide funds from the State Grade Crossing Protection Fund, pursuant to ORC§ 4907.472, to cover that portion of the upgrade cost to be borne by the PUCO proposed above. The actual respective dollar amount, which the Railroad and the PUCO shall bear, will be based upon the actual cost noted in the plans and estimates to be approved by the PUCO Staff and incurred by the Railroad for this Project.
- D. All plans, specifications, estimate of cost, acceptance of work, and procedures in general, to facilitate the construction of the safety upgrade described above, shall conform in all respects to federal laws, rules, regulations, orders, and approvals applicable to state aid projects. The Railroad shall render billings to the PUCO Staff in accordance with said rules and regulations, and shall provide and furnish such itemized records of and substantiating data for such cost that may be required.

#### **Article IV. BILLING**

The Railroad may bill the PUCO monthly or periodically for its costs when costs exceed \$1,000.00. The Railroad shall submit three (3) copies of its bill and in accordance with said rules and regulations as they have been issued or as thereafter may be supplemented or revised. A final bill covering the actual costs and showing all details shall be submitted to the PUCO Staff, within ninety (90) days after completion of each project, the PUCO Staff shall pay all bills within sixty (60) days after receipt thereof, except that the PUCO may hold a retainer on all bills not to exceed eight percent (8%) until final payment. The PUCO Staff shall make final payment for all amounts due the Railroad within sixty (60) days after a final audit has been performed and approved by the PUCO Staff. The Railroad agrees to cooperate and assist, as requested, in any such audit. At any time during normal business hours upon three (3) days written notice and as often as the PUCO Staff may deem necessary and in such a manner as not to interfere with the normal business operations, the Railroad shall make available to the PUCO Staff for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Subsidy Stipulation including, but not limited to, records of personnel and conditions of employment and shall permit the PUCO Staff to audit, examine and make excerpts or transcripts from such records. In the event of a controversy as to the eligibility for reimbursement of any charges claimed against the Project, as set in this Subsidy Stipulation, all parties agree to work in good faith with the other parties to resolve the controversy. After attempting to resolve any dispute regarding this Subsidy Stipulation, if the parties are still unable to resolve their dispute, any party shall have the right to seek enforcement of the terms of the Subsidy Stipulation by the PUCO. The decision of the PUCO regarding this dispute is final.

No Project activity reimbursable under this Subsidy Stipulation, including, without limitation, preliminary engineering, shall be commenced until all of the following have occurred: (1) this Subsidy Stipulation shall have been approved and the Railroad directed to submit plans and estimates by the PUCO; (2) all financial obligations of the PUCO, as provided for in this Stipulation are subject to the provisions of ORC§ 126.07 of the Ohio Revised Code and shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the PUCO Staff; and, (3) the Railroad has been notified by the PUCO Staff to proceed with construction of the Project work. Work on the improvements shall commence within 30 days of the occurrence of events (1), (2), and (3) described herein. Said work shall be pursued diligently by the Railroad until completed.

## **Article V. NOTIFICATION**

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

**RAILROAD:** Norfolk Southern Railway Company  
Kurt Young  
Administrator, Grade Crossing Program  
650 W Peachtree Street NW  
Box 41  
Atlanta, GA 30308  
(478) 973-3698  
kurt.young@nscorp.com

**PUCO:** Public Utilities Commission of Ohio  
Jill Henry  
Rail Division Chief  
Transportation Department, Rail Division  
180 East Broad Street  
Columbus, Ohio 43215-3793  
(614) 466-0435  
jill.henry@puco.ohio.gov

## **Article VI. TERMINATION**

This Subsidy Stipulation shall terminate at the end of the present biennium, June 30, 2021. If construction covered under this Subsidy Stipulation is not completed by that date, it is the expressed intention of the parties to renew this Subsidy Stipulation on each successive biennium period until such time as all work contemplated under this Subsidy Stipulation has been satisfactorily completed. If it appears to the PUCO that the Railroad has failed to perform satisfactorily any requirements of this Subsidy Stipulation, or if the Railroad is in violation of any provision of this Subsidy Stipulation, or upon just cause, the PUCO may:

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

## **Article VII. REPRESENTATIONS AND WARRANTIES**

- A. RAILROAD: The Railroad represents and warrants the following:
  - (1) The Railroad has the power and authority to enter into this Subsidy Stipulation; and
  - (2) The Railroad has the authority to carry out its obligations under this Subsidy Stipulation; and
  - (3) No personnel of the Railroad, any subcontractor of the Railroad, public official, employee or member of the governing body of the particular locality where this Subsidy Stipulation shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Subsidy Stipulation, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal monetary interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Subsidy Stipulation. Any person, who, prior to or after the execution of this Subsidy Stipulation,

acquires any personal monetary interest, involuntarily or voluntarily, shall immediately disclose his interest to the PUCO in writing. Thereafter, such person shall not participate in any action affecting the work contemplated under this Subsidy Stipulation unless the PUCO determines that, in light of the personal monetary interest disclosed his participation in any such action would not be contrary to the public interest.

- B. PUCO: PUCO represents and warrants that they have the power and authority to enter into this Subsidy Stipulation and to carry out their obligations pursuant to the terms of this Subsidy Stipulation.

### **Article VIII. RECORD KEEPING**

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

### **Article IX. RIGHTS TO DATA**

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

### **Article X. FALSIFICATION OF INFORMATION**

The Railroad affirmatively covenants that they have not made any false statements to the PUCO in the process of obtaining this grant of funds. If the Railroad has knowingly made a false statement, 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.

## **Article XI. EQUAL EMPLOYMENT OPPORTUNITY**

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

## **Article XII. DRUG FREE WORKPLACE**

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

## **Article XIII. HOLD HARMLESS PROVISION**

The Railroad covenants and agrees to indemnify and hold the PUCO and their agents and employees harmless from and against any loss, claim, cause of action, damages, liability (including, without limitation, strict or absolute liability in tort or by statute imposed), charge, cost or expense (including, without limitation, counsel fees to the extent permitted by law), predicated on personal injury or death, or loss of or damage to property, and arising from any work performed pursuant to this Subsidy Stipulation and caused by the Railroad's negligent, intentional, willful or wanton actions or inactions, or such actions or omissions by any subcontractors that may be hired by the Railroad under this Subsidy Stipulation. In case any action involving any work covered by this Subsidy Stipulation is brought by or against any party or parties, said party or parties shall promptly notify the other party or parties of such action.



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

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

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

The Railroad shall use its best efforts to purchase goods from other companies doing business in the State of Ohio, for the purpose of performing work under this Subsidy Stipulation. Further, in the performance of the work contemplated under this Subsidy Stipulation, the Railroad and all contractors, subcontractors, material men, or suppliers, shall use only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States. The Railroad affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Subsidy Stipulation. Notwithstanding any other terms of this Subsidy Stipulation, the PUCO reserve the right to recover any funds paid for services the Railroad performs outside the United States for which it did not receive a waiver from the Director of the Ohio Department of Administrative Services.

#### **Article XVI. ENTIRETY OF AGREEMENT**

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

#### **Article XVII. CAMPAIGN CONTRIBUTIONS**

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

## **Article XVIII. AMENDMENTS OR MODIFICATIONS**

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

## **Article XIX. DEBARMENT**

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

## **Article XX. HEADINGS**

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

## **Article XXI. GOVERNING LAW**

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

## **Article XXII. PARTIAL INVALIDITY**

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

### Article XXIII. DUPLICATE COUNTERPARTS

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

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

**On behalf of Norfolk Southern Railway  
Company:**

By: T W Schnautz  
T W Schnautz  
[Print Name]

Title: VP ATC

Date: 5/13/22

**Staff of the Public Utilities Commission of  
Ohio :**

By: John Williams  
John Williams

Title: Director of Transportation

Date: 5/31/2022

## Appendix A- Detailed NS LED Upgrade Listing

DOT	Street	Highway	City	County	Division	Prefix	Mile Post
523835H	LEWIS RD		OLMSTED	CUYAHOGA	Great Lakes	CD	196.09
523836P	COLUMBIA RD	SR 252 - MAIN ST	OLMSTED FALLS	CUYAHOGA	Great Lakes	CD	196.34
523837W	BROOKSIDE DR		OLMSTED FALLS	CUYAHOGA	Great Lakes	CD	196.52
523838D	MAPLEWAY DR	DIVISION ST	OLMSTED FALLS	CUYAHOGA	Great Lakes	CD	196.76
523841L	BRONSON RD		NORTH RIDGEVILLE	CUYAHOGA	Great Lakes	CD	199.77
523937B	EASTLAND RD	CITY ST	BROOK PARK	CUYAHOGA	Great Lakes	CD	192.52
523940J	SHELDON RD	CR 131	BROOK PARK	CUYAHOGA	Great Lakes	CD	193.15
524040W	MAIN ST	60	VERMILION	ERIE	Great Lakes	CD	220.97
524041D	GRAND ST		VERMILION	ERIE	Great Lakes	CD	221.05
524045F	ADAMS ST		VERMILION	ERIE	Great Lakes	CD	221.69
524053X	CEYLON RD	SR 61	SHINROCK	ERIE	Great Lakes	CD	228.63
524054E	BERLIN RD	SR 132	HURON	ERIE	Great Lakes	CD	231.18
524055L	RIVER RD	HURON	HURON	ERIE	Great Lakes	CD	231.93
524056T	MAIN ST	SR 13	HURON	ERIE	Great Lakes	CD	232.42
524057A	WILLIAMS ST		HURON	ERIE	Great Lakes	CD	232.5
524059N	RYE BEACH RD	TWP 122	HURON	ERIE	Great Lakes	CD	234.22
524061P	CAMP RD	TR 121	HURON	ERIE	Great Lakes	CD	235.74
524062W	PERKINS AVE	TWP 5	SANDUSKY	ERIE	Great Lakes	CD	236.85
524063D	REMINGTON AVE		SANDUSKY	ERIE	Great Lakes	CD	239.2
524064K	PIPE ST		SANDUSKY	ERIE	Great Lakes	CD	239.41
524067F	CAMPBELL ST		SANDUSKY	ERIE	Great Lakes	CD	240.89
524070N	MILLS ST	CEMETARY	SANDUSKY	ERIE	Great Lakes	CD	242.02
524075X	EDGEWATER AVE		SANDUSKY	ERIE	Great Lakes	CD	243.27
509485J	TEMPLETON RD	CR 2.2	SWANTON	FULTON	Great Lakes	CD	308.12
509486R	BRAILEY RD	CR 3	SWANTON	FULTON	Great Lakes	CD	308.44
509487X	CR 4		SWANTON	FULTON	Great Lakes	CD	309.48

<b>DOT</b>	<b>Street</b>	<b>Highway</b>	<b>City</b>	<b>County</b>	<b>Division</b>	<b>Prefix</b>	<b>Mile Post</b>
509491M	CR 5-2	CR 5-2 REGHARD ROAD	DELTA	FULTON	Great Lakes	CD	311.02
509496W	CR FG - CR 98	CR FG - TEETLE RD.	DELTA	FULTON	Great Lakes	CD	313.72
509499S	CR 10	TR 46	DELTA	FULTON	Great Lakes	CD	315.64
509502X	WINAMEG LYONS RD	CR 11	WAUSEON	FULTON	Great Lakes	CD	316.67
509510P	N BRUNELL ST		WAUSEON	FULTON	Great Lakes	CD	320.37
509511W	LAWRENCE AVE	15	WAUSEON	FULTON	Great Lakes	CD	320.76
509512D	W LEGGETT ST	CR E	WAUSEON	FULTON	Great Lakes	CD	321.25
509513K	LENA MORENCI RD	CR 16	WAUSEON	FULTON	Great Lakes	CD	321.79
509516F	CR 18		WAUSEON	FULTON	Great Lakes	CD	323.83
509517M	MAIN ST	CR 19	ARCHBOLD	FULTON	Great Lakes	CD	324.79
509518U	CR 20	20	ARCHBOLD	FULTON	Great Lakes	CD	325.81
509520V	CR 21 - 34		ARCHBOLD	FULTON	Great Lakes	CD	326.83
509525E	S DEFIANCE ST - SR 66	SR 66	ARCHBOLD	FULTON	Great Lakes	CD	328.88
509526L	FRANKLIN ST		ARCHBOLD	FULTON	Great Lakes	CD	329.01
523844G	CHESTNUT RIDGE		NORTH RIDGEVILLE	LORAIN	Great Lakes	CD	201.35
523845N	ROOT RD		NORTH RIDGEVILLE	LORAIN	Great Lakes	CD	201.64
523847C	MADDOCK RD	20	NORTH RIDGEVILLE	LORAIN	Great Lakes	CD	203.1
523848J	RACE RD	N RIDGEVILLE	NORTH RIDGEVILLE	LORAIN	Great Lakes	CD	203.77
523850K	S ABBE RD		ELYRIA	LORAIN	Great Lakes	CD	205.49
523851S	OLIVE ST		ELYRIA	LORAIN	Great Lakes	CD	205.94
523861X	MURRAY RIDGE RD		ELYRIA	LORAIN	Great Lakes	CD	209.44
523864T	W RIDGE RD		ELYRIA	LORAIN	Great Lakes	CD	210.27
523866G	OBERLIN RD		AMHERST	LORAIN	Great Lakes	CD	211.63
523879H	COOPER FOSTER PARK RD W		AMHERST	LORAIN	Great Lakes	CD	215.69
523882R	SUNNYSIDE RD		VERMILION	LORAIN	Great Lakes	CD	217.78

<b>DOT</b>	<b>Street</b>	<b>Highway</b>	<b>City</b>	<b>County</b>	<b>Division</b>	<b>Prefix</b>	<b>Mile Post</b>
509436M	OAKDALE AVE	WHITE ST PARALLELS OAKDALE AVE	TOLEDO	LUCAS	Great Lakes	CD	286.4
509457F	S HOLLAND SYLVANIA RD		TOLEDO	LUCAS	Great Lakes	CD	295.87
509463J	HOLLOWAY RD		HOLLAND	LUCAS	Great Lakes	CD	297.41
509466E	ALBON RD		HOLLAND	LUCAS	Great Lakes	CD	298.69
509468T	S CRISSEY RD	CR 65	HOLLAND	LUCAS	Great Lakes	CD	299.97
509469A	EBER RD	CR 118	HOLLAND	LUCAS	Great Lakes	CD	301.29
509470U	GARDEN RD	CR 84	HOLLAND	LUCAS	Great Lakes	CD	301.87
509472H	S BERKEY SOUTHERN RD	SR 295	SWANTON	LUCAS	Great Lakes	CD	303.35
509474W	WILKINS RD	305.40 - CR 108	SWANTON	LUCAS	Great Lakes	CD	304.37
509254B	GYPSUM RD	MAIN ST	GYPSUM	OTTAWA	Great Lakes	CD	251.08
509271S	SR 163	163	PORT CLINTON	OTTAWA	Great Lakes	CD	257.61
509380V	N TETTAU RD	SR 14	PORT CLINTON	OTTAWA	Great Lakes	CD	260.01
509385E	TOUSSIANTE RD S	RT 104	OAK HARBOR	OTTAWA	Great Lakes	CD	262.52
509388A	N BEHLMAN RD	TWP 102	OAK HARBOR	OTTAWA	Great Lakes	CD	264.51
509389G	LOCUST ST	19	OAK HARBOR	OTTAWA	Great Lakes	CD	265.52
509390B	N BENTON ST	W CHIRSTIANSEN RD	OAK HARBOR	OTTAWA	Great Lakes	CD	266.03
509391H	N TOUSSSAINT PORTAGE RD	TOUSSANT- PORTAGE RD TR-92	OAK HARBOR	OTTAWA	Great Lakes	CD	266.55
509392P	VOGEL RD	TWP HWY 10	OAK HARBOR	OTTAWA	Great Lakes	CD	267.08
509393W	N BENTON CARROLL RD	CR 23	ROCKY RIDGE	OTTAWA	Great Lakes	CD	267.58
509394D	N LICKERT HARDER RD	CR 22	ROCKY RIDGE	OTTAWA	Great Lakes	CD	268.61
509397Y	LIMESTONE ST	SR 590	ROCKY RIDGE	OTTAWA	Great Lakes	CD	269.75
509402T	N GRAYTOWN RD	WALKER RD - TWP 19	ELLISTON	OTTAWA	Great Lakes	CD	271.74
509405N	ELLISTON TROWBRIDGE RD	ELLISTON BENTON RD CR 208	ELLISTON	OTTAWA	Great Lakes	CD	272.77

<b>DOT</b>	<b>Street</b>	<b>Highway</b>	<b>City</b>	<b>County</b>	<b>Division</b>	<b>Prefix</b>	<b>Mile Post</b>
509406V	N NISSEN RD	213	ELLISTON	OTTAWA	Great Lakes	CD	273.84
509407C	N OPFER LENTZ RD	TR 214	ELLISTON	OTTAWA	Great Lakes	CD	274.91
509408J	N MOLINE MARTIN RD	4TH ST - TWP 66	CLAY CENTER	OTTAWA	Great Lakes	CD	275.58
509409R	N MARTIN WILLISTON RD	TWP 7	CLAY CENTER	OTTAWA	Great Lakes	CD	275.96
509410K	N GENOA CLAY CENTER RD	CLAY CENTER RD CR 51	CLAY CENTER	OTTAWA	Great Lakes	CD	276.97
509411S	N BOLANDER RD	TROWBRIDGE RD	CLAY CENTER	OTTAWA	Great Lakes	CD	277.48
509415U	N FOSTORIA RD	COUNTY LINE RD - CR 2	MILLBURY	OTTAWA	Great Lakes	CD	279.91
509535K	S DEFIANCE ST - SR 2	SR 191 - MAIN ST - SR 2	STRYKER	WILLIAMS	Great Lakes	CD	334.62
509536S	S WEST ST	NORTH WEST ST	STRYKER	WILLIAMS	Great Lakes	CD	334.88
509537Y	HORTON ST		STRYKER	WILLIAMS	Great Lakes	CD	335.25
509538F	CR F	CR 297 OR CR F	STRYKER	WILLIAMS	Great Lakes	CD	335.9
509539M	CR 19.50	TR 56	STRYKER	WILLIAMS	Great Lakes	CD	336.41
509540G	CR 19	TR 197	STRYKER	WILLIAMS	Great Lakes	CD	336.97
509544J	MEYERS RD	TWP 15.75	BRYAN	WILLIAMS	Great Lakes	CD	340.29
509545R	PULASKI RD	CR 15/D	BRYAN	WILLIAMS	Great Lakes	CD	340.75
509546X	NORTH UNION ST	CR 15	BRYAN	WILLIAMS	Great Lakes	CD	341.11
509547E	N WALNUT ST		BRYAN	WILLIAMS	Great Lakes	CD	341.82
509563N	DENMARK RD	CR 5 - TR 39	EDGERTON	WILLIAMS	Great Lakes	CD	351.39
509564V	N ASH ST	US 6	EDGERTON	WILLIAMS	Great Lakes	CD	352.1
509565C	S MICHIGAN ST	SR 49	EDGERTON	WILLIAMS	Great Lakes	CD	352.37
509417H	MAIN ST	MILBURY	MILLBURY	WOOD	Great Lakes	CD	280.42
509418P	CHERRY ST		MILLBURY	WOOD	Great Lakes	CD	280.66
509419W	BRADNER RD	TR 16	MILLBURY	WOOD	Great Lakes	CD	281.07
509422E	PEMBERVILLE RD	CR 15	NORTHWOOD	WOOD	Great Lakes	CD	282.48
509423L	WALBRIDGE RD	CR 68	NORTHWOOD	WOOD	Great Lakes	CD	282.96
509424T	LEMOYNE RD	TR 111	NORTHWOOD	WOOD	Great Lakes	CD	283.82

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

**6/8/2022 1:20:36 PM**

**in**

**Case No(s). 22-0575-RR-STP**

Summary: Application In the Matter of a Request for LED Upgrades at the Norfolk Southern Railway Grade Crossings in Ohio. electronically filed by Mrs. Jill A. Henry on behalf of PUCO/Rail Division