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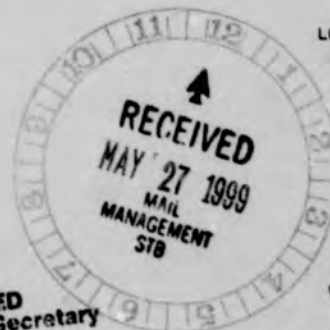
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May 27, 1999

**BY HAND DELIVERY - Original and 25 Copies**

The Honorable Vernon A. Williams  
Secretary, Surface Transportation Board  
Mercury Building, Room 700  
1925 K Street, N.W.  
Washington, D.C. 20423

ENTERED  
Office of the Secretary

JUN - 1 1999

Part of  
Public Record

**Re Finance Docket No. 33388, CSX Corporation and CSX Transportation, Inc., Norfolk Southern Corporation and Norfolk Southern Railway Company -- Control and Operating Leases/Agreements -- Conrail Inc. and Consolidated Rail Corporation -- Negotiated Agreement with Public Utilities Commission of Ohio and Ohio Rail Development Commission**

Dear Secretary Williams:

CSX Corporation and CSX Transportation, Inc. hereby submit a Railroad Corridor Agreement, dated May 17, 1999, among CSX Transportation, Inc., the Public Utilities Commission of Ohio ("PUCO") and the Ohio Rail Development Commission ("ORDC") (the "Railroad Corridor Agreement" or "Agreement") regarding highway/rail at-grade crossing improvements in Ohio. This negotiated agreement effectuates the Board's preference for privately negotiated solutions stated in Decision No. 89 (at 153).

The submission of the Agreement satisfies the requirement of Environmental Condition 8(B) of Decision No. 89, Appendix Q (at 399), which provides as follows: "Applicants shall complete any negotiations with the State of Ohio regarding highway/rail at-grade crossing improvements within 120 days of the effective date of the Board's decision." In Decision Nos. 108, 116 and 120, the Board extended the date for completion of negotiations until June 1, 1999.

The Railroad Corridor Agreement is intended to supersede Environmental Condition 8(A) with respect to the 20 highway/rail at-grade crossings located in the State of Ohio which are listed under "CSX" in Environmental Condition 8(A) of Decision No. 89, Appendix Q (at 395-396).

As stated in Exhibit 3 to the Railroad Corridor Agreement, the warning system devices specified in Environmental Condition 8(A) had already been installed at the

ARNOLD & PORTER

The Honorable Vernon A. Williams

May 27, 1999

Page 2

following eight crossings prior to execution of the Railroad Corridor Agreement: 518382H (LaRue), 155755Y (Deshler), 518488D (New London)<sup>1</sup>, 155794P (Tontogany), 155804T (Haskins), 155814Y (Perrysburg), 155818B (Perrysburg), and 155838M (Rossford).

The Railroad Corridor Agreement provides that the following seven crossings listed in Environmental Condition 8(A) shall be upgraded to flashing lights and gates, which meets or exceeds the specifications for these crossings in Environmental Condition 8(A): 155760V (Deshler), 228774H (Fostoria), 228780L (Fostoria), 155789T (Weston), 155812K (Perrysburg), 155819H (Perrysburg), and 155839U (Rossford).

The Railroad Corridor Agreement provides that the following four crossings listed in Environmental Condition 8(A) shall be evaluated for closure: 155798S (Tontogany), 155799Y (Tontogany), 155820C (Perrysburg), and 155840N (Rossford). As stated in Section I(A) of the Agreement, the closure process shall include local community participation. If any of these crossings is not closed, PUCO/ORDC will evaluate the crossing to determine if lights and gates should be installed, except that the parties have agreed that crossing 155798S in Tontogany will be upgraded to flashing lights and gates if it is not closed. CSX will participate in funding installations or closure under the terms of the Agreement.

Finally, the Agreement provides that one crossing listed in Environmental Condition 8(A) which is presently equipped with flashing lights and gates shall be evaluated to determine whether further upgrade is warranted: 155821J (Perrysburg). Environmental Condition 8(A) specifies upgrade to "4-Quadrant Gates, or Alternative Mitigation such as Median Barriers." As explained in Section I(B) of the Agreement, because these devices are not currently used in Ohio further evaluation is required. The Agreement provides that CSX will assist PUCO/ORDC and the local community in the evaluation.

In addition, the Agreement provides for the upgrade of warning system devices or for evaluation for closure at 33 crossings in addition to the 20 crossings listed in Environmental Condition 8(A).

Accordingly, the parties request that the 20 CSX crossings in Ohio be deleted from Environmental Condition 8(A). The parties further request that Environmental

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<sup>1</sup> The Townline Road crossing in New London was erroneously identified as crossing 514488D in Environmental Condition 8(A).

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The Honorable Vernon A. Williams  
May 27, 1999  
Page 3

Condition 51 be amended by adding the Railroad Corridor Agreement to the list of Negotiated Agreements entered into by CSX.

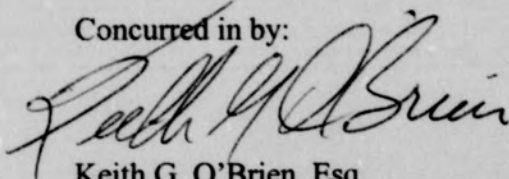
Thank you for your assistance in this matter. Please call me (202-942-5773) or Keith G. O'Brien, Counsel for the State of Ohio (202-785-3700), or Thomas M. O'Leary of the Ohio Rail Development Commission (614-644-0313) if you have any questions about the Railroad Corridor Agreement.

Respectfully yours,



Mary Gabrielle Sprague  
Counsel for CSX Corporation and  
CSX Transportation, Inc.

Concurred in by:



Keith G. O'Brien, Esq.  
Rea, Cross & Auchincloss  
Counsel for the State of Ohio

Enclosure

cc: Elaine K. Kaiser  
Thomas M. O'Leary



**RAILROAD CORRIDOR AGREEMENT**  
Public Highway-Railroad Grade Crossing Warning Systems

This Railroad Corridor Agreement (Agreement) is entered into by and among CSX Transportation, Inc. (CSXT), the Ohio Rail Development Commission (ORDC) and the Public Utilities Commission of Ohio (PUCO) and is intended to facilitate the grade crossing warning system upgrades outlined herein.

**RECITALS**

WHEREAS, a number of Ohio's public grade crossings are currently equipped with crossbuck signage or with flashing warning lights;

WHEREAS, the PUCO has statutory authority to regulate to promote the welfare and safety of railroad employees and the traveling public pursuant to Ohio Revised Code 4905.04;

WHEREAS, the PUCO is responsible for evaluating public highway-railroad grade crossings to determine the need for installation and/or upgrade of active warning devices, and apportioning the costs thereof, pursuant to Ohio Revised Code 4907.471;

WHEREAS, the Federal Aid Highway Safety Act of 1973 and the Transportation Equity Act for the 21<sup>st</sup> Century, and subsequent amendments thereto, provide funding for the cost of crossing warning system upgrades to eliminate hazards at public grade crossings, which funding is jointly administered by the PUCO and ORDC pursuant to Ohio Revised Code Section 4907.476;

WHEREAS, the parties hereto propose to facilitate the upgrades identified in this Agreement in accordance with the Federal Aid Policy Guide (FAPG) and applicable provisions of Title 23 of the United States Code pursuant to the terms hereof;

WHEREAS, CSX Corporation and CSX Transportation, Inc., Norfolk Southern Corporation, and Norfolk Southern Railway Company jointly filed before the Surface Transportation Board (STB) in Finance Docket No. 33388 an application to gain control and operation of Conrail's rail transportation system (the Conrail Acquisition) and have been granted approval by Order of the STB decided July 20, 1998;

WHEREAS, CSXT, PUCO, and the ORDC jointly recognize that CSXT'S obligations under this Agreement are intended to address the obligations created under conditions 8(A) and 8(F) of Appendix Q of the STB's Decision No. 89 (served July 23, 1998) (attached hereto as Exhibit 1);

WHEREAS, four rail corridors (the Corridors) are expected to be affected by an anticipated redistribution of train traffic and, in some cases, an increased volume of train traffic arising out of the implementation of the Conrail Acquisition;

WHEREAS, CSXT, PUCO, and the ORDC jointly desire to address grade crossing warning system issues along the Corridors arising out of the anticipated changes in operations expected from the Conrail Acquisition;

WHEREAS, CSXT, PUCO, and the ORDC wish to jointly share in the costs of such warning system upgrades at grade crossings on the Corridors;

WHEREAS, this Agreement is the product of extensive negotiations by and among CSXT, PUCO, and the ORDC to promote grade crossing safety within Ohio;

NOW THEREFORE, CSXT, PUCO, and the ORDC agree as follows:

**I. CORRIDOR CROSSINGS**

**A. Determination of Four Key Corridors**

The Corridor public highway-railroad grade crossing locations subject to this Agreement are those identified on Schedule A (Deshler-Toledo), Schedule B (Lake-Ashtabula), Schedule C (Fostoria-Marion-Ridgeway), and Schedule D (Greenwich-Crestline) attached as Exhibit 2. This list may be modified by written agreement of the parties. CSXT, ORDC and the PUCO contemplate that the grade crossings listed on the schedules will be identified for installation or modernization of active warning devices in the form of crossing gates and flashing lights to provide warning of approaching train traffic for the traveling public. PUCO/ORDC agree to compensate CSXT for the cost of installing such active warning devices pursuant to the terms of this Agreement.

Additionally, PUCO/ORDC and CSXT have identified crossings, listed on Schedule E of Exhibit 2, which require further study to determine the feasibility of their closure to vehicular traffic. CSXT agrees to work with PUCO/ORDC, and the affected local communities, to explore the closure options. With the exception of the Washington Street crossing in the Village of Tontogany, in the event that closure agreements cannot be negotiated with the local communities, PUCO/ORDC shall undertake an engineering analysis to determine if existing warning systems should remain or if lights and gates should be installed at these locations. If PUCO/ORDC determines such new installations are appropriate, or if a crossing is to be closed, CSXT agrees to participate in funding such installations or closures under the terms provided in this Agreement. Washington Street in the Village of Tontogany shall receive an installation of lights and gates if the closure cannot be achieved.

**B. Remaining Crossings Addressed under Appendix Q, Condition 8(A) for Ohio**

The STB identified one additional public highway-railroad grade crossing location in Ohio for upgrade: W. Boundary Street in Perrysburg (155821J). This particular crossing is not included in Schedules A through E of Exhibit 2, referenced in Section I-A above. This crossing is currently equipped with lights and gates. The STB Condition 8(A) specifies upgrade to "4-Quadrant Gates or Alternative Mitigation such as Median Barriers." These currently are

not upgrades in Ohio. Accordingly, further analysis is required in order to determine whether the warning system at this crossing should be changed. CSXT will assist PUCO/ORDC and the Village of Perrysburg to evaluate the circuitry and assess the potential use of median barriers, four quadrant gates or alternatives.

C. Attached as Exhibit 3 is a list of those crossings on the Corridors which were reviewed by PUCO/ORDC and for which no change in the existing crossing warning system will be made.

## **II COSTS OF GRADE CROSSING WARNING SYSTEM UPGRADES**

### **A. Costs**

PUCO/ORDC and CSXT agree that the Federal Accident Prediction Formula utilized by the PUCO to prioritize public grade crossings for federally-funded safety upgrades, constitutes an appropriate mechanism, for purposes of this Agreement, upon which to allocate the costs, as between CSXT and PUCO/ORDC. PUCO/ORDC and CSXT agree that, for purposes of calculating total reimbursement amounts, all Corridor crossings shall be divided into those subject to the "Addendum to Master Agreement 2694-Highway/Railroad Crossings Safety Lump Sum Improvements", executed October 23, 1997, and those crossings subject to actual cost reimbursements provided for in Master Agreement No. 5590, executed April 19, 1988.

In accordance with the Lump Sum Addendum to the Master Agreement, PUCO/ORDC and CSXT agree that the total price for each Lump Sum crossing warning system upgrade improvement shall be \$80,000 for single track signal territory crossings, and \$95,000 for double track signal territory crossings. Due to differences in the signal infrastructure on track previously owned by Conrail, for crossings upgraded on Conrail track, the total price for each Lump Sum crossing warning system upgrade improvement shall be \$88,000 for single track signal territory crossings with constant warning time circuitry, and \$105,000 for double track signal territory crossings with constant warning time circuitry. The parties acknowledge and agree that all costs of preliminary engineering are included in this amount.

PUCO/ORDC and CSXT agree that the crossings identified as "Actual Cost" represent locations with special characteristics requiring greater design and/or installation costs. Such special characteristics may include, by way of example, locations in close proximity to another grade crossing such that warning device signal circuits overlap or track cross-overs, controlled track switches, interlockers, cantilever signals or auxiliary flashing light signals are present. Reimbursement to CSXT for "Actual Cost" crossings shall be subject to the same provisions outlined in Section II (B), except that one hundred percent of preliminary engineering costs shall be reimbursed with state funds provided by the PUCO.

The cost of crossings identified in Schedules A and B will be federally funded through a combination of moneys provided for high-priority projects and hazard-elimination projects



under the Transportation Equity Act for the 21<sup>st</sup> Century, and shall not be subject to cost allocation as between CSXT and PUCO/ORDC. They shall, however, be subject to terms of the Lump Sum Addendum to the Master Agreement and Master Agreement No. 5590.

All costs incurred to construct and complete installation of active warning devices at the grade crossings identified on Schedules C and D, whether the overall cost of such upgrades is made with reference to the previously-negotiated Lump Sum Addendum to the Master Agreement or with regard to actual costs of the upgrades, shall be allocated as follows:

Fostoria-Marion-Ridgeway Corridor (Schedule C):

CSXT	15%
PUCO/ORDC	85%

Greenwich-Crestline Corridor (Schedule D):

CSXT	29%
PUCO/ORDC	71%

The cost of crossings identified in Section I-B, above, shall be allocated as follows:

W. Boundary, Perrysburg:

CSXT	0%
PUCO/ORDC	100%

B. Billing

CSXT may bill ORDC monthly for materials and work completed. Progressive invoices may be submitted for work performed during the previous month or period showing the portion of the Lump Sum amount that is due the Railroad. At no time shall the invoice be for an amount less than \$1000. CSXT shall be paid the agreed upon price for each improvement upon final acceptance by the ORDC of work performed on that improvement. For the purposes of this agreement only, a final bill shall be submitted to ORDC within one hundred and eighty (180) days after completion of the upgrade. Upon completion of installation of warning system upgrades and inspection of same by CSXT, CSXT shall promptly activate the warning devices for public use. CSXT shall provide written notification to PUCO of the date(s) on which the Railroad inspected the warning devices and placed them into public service. ORDC shall pay all invoices within thirty (30) days after receipt of a proper invoice.

C. Completion

In establishing a schedule for completion of the four Corridor projects, the parties have considered the impact upon local communities of changing traffic patterns, system acquisition-



related construction activities in Ohio, and anticipated schedules of rail traffic growth along each corridor.

Based upon the factors evaluated, the parties agree that CSXT may initiate construction on the upgrade projects on August 1, 1999 and shall complete the work specified under this agreement no later than the following:

Lump Sum Projects - One (1) year from the PUCO Order adopting this Agreement or one (1) year from the date the split of Conrail between CSXT and NS occurs or one (1) year from August 1, 1999, whichever is later.

For Actual Cost Projects - Within one year from the date of written authorization from the State of Ohio, after approval of design and engineering plans, that CSXT can begin construction of the crossing warning device upgrade or one (1) year from the date the split of Conrail between CSXT and NS occurs, whichever is later.

In the event that a lump sum crossing cannot be completed without circuitry compatibility with an actual cost crossing, the completion time line will be the same as the actual cost crossing.

A project shall be deemed completed for the purposes of meeting the PUCO deadlines when the warning system upgrade is activated for use by the public. This completion date will not affect billing.

Based upon an application by CSXT, PUCO/ORDC may grant an extension of these completion times for good cause shown.

The PUCO shall transmit on the date of issuance the Order referenced in this section and ORDC shall transmit on the date of issuance the written authorization referenced in this section both via overnight mail.

### III. RECORDKEEPING REQUIREMENTS

CSXT shall make all records, plans, correspondence and other materials associated with any warning system upgrade performed under this Agreement, including without limitation any documents, papers or other materials pertaining to the Railroad's costs of performing the warning system upgrade improvements, available for examination and reproduction by authorized representatives of the U.S. Government, the State of Ohio and /or their agents. All project records shall be maintained by the Railroad for three years after final acceptance of the project or three years after the resolution of any disputes that may arise as part of any project.

### IV. TERMINATION

If the PUCO rejects all or any part of this Agreement (including, without

limitation, any time frames, deadlines, termination provision or the effective date), any party may, in writing which shall be submitted within fifteen (15) days of the date of the PUCO's order, elect to withdraw its consent to this Agreement, in which event this Railroad Corridor Agreement shall be deemed a nullity, and shall not constitute any part of the record in this proceeding.

If the split of Conrail between NS and CSXT is not implemented as contemplated by the Conrail Acquisition or if the STB does not accept, in writing, this Agreement in lieu of applicable conditions 8(A) and 8(B) of Appendix Q of the STB's Decision No. 89, any party may, in writing, elect to withdraw its consent to this Agreement, in which event this Railroad Corridor Agreement shall be deemed a nullity and shall not constitute any part of the record in this proceeding.

#### **V. OHIO ETHICS LAW REQUIREMENTS**

CSXT represents that it is not now in violation of Ohio Revised Code 102.04 as that section is applicable to CSXT and its participation in this Agreement.

#### **VI. EQUAL EMPLOYMENT OPPORTUNITY**

Pursuant to Ohio Revised Code Section 125.11, CSXT agrees that it shall not discriminate, by reason of race, color, religion, sex, age, disability, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work contemplated under this Agreement. CSXT further agrees that it shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability, national origin or ancestry. CSXT represents that it has a written affirmative action program, and that CSXT shall include in any subcontract for work under this Agreement provisions binding the subcontractor to the obligations imposed in the preceding two sentences.

#### **VII. DRUG FREE WORKPLACE**

CSXT agrees to comply with all applicable statutes and federal laws regarding a drug-free workplace. In the event that work pursuant to this Agreement will be performed on state property, CSXT certifies that it will use its best efforts to assure that 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.

#### **VIII. HOLD HARMLESS PROVISION**

CSXT covenants and agrees to indemnify and hold, the PUCO/ORDC and their agents and employees harmless from and against any loss, claim, cause of action, damages, liability

(including, within 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 work negligently performed pursuant to this Agreement by CSXT, its agents or employees while engaged in the performance of the 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.

**IX. DENIAL OF LIABILITY**

This Agreement hereto shall not constitute, be interpreted, construed, or used as evidence of any admission of liability, law or fact, a waiver of any right or defense, nor an estoppel against any party either by the parties themselves or by another person not a party.

**X. CONSTRUCTION**

This Railroad Corridor Agreement shall be governed in all respects by the laws of the state of Ohio.

**XI. REPRESENTATIONS AND WARRANTIES**

A. CSXT represents and warrants that:

(1) it has full power and authority to enter into this Agreement and to carry out its obligations hereunder for property CSXT owns prior to the date the split of Conrail between CSXT and NS occurs; and

(2) after the date the split of Conrail between CSXT and NS occurs, CSXT will have full power and authority to enter into this Agreement and to carry out its obligations hereunder for other property; and

(3) that all representations made in this Agreement are true and accurate.

B. PUCO/ORDC represents and warrants that it has full power and authority to enter into and fully perform its obligations under this Agreement.

**XII. EFFECTIVE DATE**

This Agreement shall become effective upon the signing of this Agreement by all parties.

**XIII. NOTIFICATION**

Whenever, pursuant to this Agreement, PUCO, ORDC or the State of Ohio is required to provide written notice to CSXT or written notice to CSXT from such entities is contemplated.



plated under this Agreement (such as notice of issuance of a PUCO Order, notice of termination and notice of construction authorization), such notice shall be provided by utilizing the U.S. Postal Service or overnight mail and shall be addressed to the following CSXT representative:

Mr. T.P. Schmidt  
Vice President-Engineering  
CSX Transportation, Inc.  
S/C J350  
4901 Belfort Road - Suite 130  
Jacksonville, FL 32256

The undersigned respectfully join in recommending that the PUCO issue an Order approving and adopting this Agreement in accordance with the terms set forth herein.

This Railroad Corridor 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.

CSX TRANSPORTATION, INC.

By Thomas P. Schmidt

THOMAS P. SCHMIDT  
(PRINT NAME)

Title VP

Date 5/17/99

PUBLIC UTILITIES COMMISSION  
OF OHIO

By Alfred P. Aller

ALFRED P. ALLER  
(PRINT NAME)

Title DIR. TRANS. DEPT.

Date 5/17/99

OHIO RAIL DEVELOPMENT COMMISSION

By Thomas M. O'Leary

THOMAS M. O'LEARY  
(PRINT NAME)

Title EXECUTIVE DIRECTOR

Date 5-17-99



**EXHIBIT 1**

29337

SERVICE DATE - JULY 23, 1998

This decision will be included in the bound volumes  
of the STB printed reports at a later date.

**SURFACE TRANSPORTATION BOARD**

STB Finance Docket No. 33388

**CSX CORPORATION AND CSX TRANSPORTATION, INC.,  
NORFOLK SOUTHERN CORPORATION AND  
NORFOLK SOUTHERN RAILWAY COMPANY  
—CONTROL AND OPERATING LEASES/AGREEMENTS—  
CONRAIL INC. AND CONSOLIDATED RAIL CORPORATION**

Decision No. 89<sup>1</sup>

Decided: July 20, 1998

The Board approves, with certain conditions: (1) the acquisition of control of Conrail Inc. and Consolidated Rail Corporation (collectively, Conrail) by (a) CSX Corporation and CSX Transportation, Inc. (collectively, CSX), and (b) Norfolk Southern Corporation and Norfolk Southern Railway Company (collectively, NS); and (2) the division of the assets of Conrail by and between CSX and NS.

**TABLE OF CONTENTS**

INTRODUCTION .....	11
THE PRIMARY APPLICATION AND RELATED FILINGS .....	21
APPLICANTS .....	21
THE CSX/NS/CR TRANSACTION .....	22
Control Of Conrail .....	23
Division Of Conrail .....	24

<sup>1</sup> This decision covers the STB Finance Docket No. 33388 lead proceeding and the embraced proceedings listed in Appendix A.

**Safety: Freight Rail Operations****Condition 7.**

To reduce the risk of train accidents and derailments, applicants shall comply with the requirements in the Federal Railroad Administration's (FRA) Proposed Rule for "gross ton-mile based" inspections (49 CFR Part 213.237, Docket No. RST-90-1) on the eight rail line segments listed below.

FRA's Proposed Rule includes a provision that specifically requires railroads to conduct track inspections to detect rail flaws on a rail line segment at least once every 40 million gross ton-miles of rail traffic, or annually, whichever is more frequent. If FRA's Final Rule imposes a different inspection standard, then applicants shall comply with the standard in the Final Rule.

**RAIL LINE SEGMENTS THAT WARRANT FREIGHT SAFETY MITIGATION**

Proposed Owner	State	Counties	Description	Rail Line Segment ID
CSX	OH	Cuyahoga, Lorain, and Huron	Berea, OH to Greenwich, OH	C-061
CSX	OH	Huron	Greenwich, OH to Willard, OH	C-068
CSX	OH	Huron and Seneca	Willard, OH to Fostoria, OH	C-075
NS	IN	Lake	CP 501, IN to Indiana Harbor, IN	N-042
NS	OH	Ottawa, Wood, and Lucas	Oak Harbor, OH to Miami, OH	N-077
NS	OH	Lucas	Miami, OH to Airline, OH	N-086
NS	OH	Cuyahoga	CP-190, OH to Berea, OH	N-293
NS	PA	Dauphin	Rutherford, PA to Harrisburg, PA	N-090

**III. LOCAL OR SITE-SPECIFIC ENVIRONMENTAL CONDITIONS****Safety: Highway/Rail At-grade Crossings****Condition 8(A).**

To address potential safety impacts at highway/rail at-grade crossings, Applicants shall upgrade existing warning devices at 86 public highway/rail at-grade crossings as listed below. To the extent practicable, Applicants shall prioritize for improvement those highway/rail at-grade crossings that have the greatest level of projected train traffic increases. If Applicants execute a Negotiated Agreement with the affected local jurisdiction and the state department of transportation, they may implement alternate safety improvements in the vicinity of these identified highway/rail at-grade crossings that achieve at least an equivalent level of safety enhancement. Applicants shall complete these upgrades or improvements within 2 years of the effective date of the Board's



decision, and shall certify to the Board such completion on a quarterly basis during this 2-year period.

### HIGHWAY/RAIL AT-GRADE CROSSINGS THAT WARRANT SAFETY MITIGATION

State	Crossing Name, County, and City	FRA ID	Rail Line Segment ID	Current Warning Device	Post- Acquisition Device
CSX					
IN	CR 9, Elkhart, Nappanee	155419P	C-066	Passive	Flashing Lights
IN	Seventh St., Kosciusko, Syracuse	155391B	C-066	Flashing Lights	Gates
IN	Huntington St., Kosciusko, Syracuse	155392H	C-066	Gates	4-Quadrant Gates, or Alternative Mitigation such as Median Barriers ..
IN	Main/Syr-Web, Kosciusko Syracuse	155394W	C-066	Flashing Lights	Gates
IN	Oak St., Kosciusko, Syracuse	155395D	C-066	Passive	Gates
IN	CR 875 E., La Porte, Walkerton	155484V	C-066	Passive	Flashing Lights
IN	500 W., La Porte, Union Mills	155496P	C-066	Passive	Gates
IN	Countyline Rd., Lake, Gary	155632M	C-027	Flashing Lights	Gates
IN	Hobart Rd., Lake, Gary	155633U	C-027	Flashing Lights	Gates
IN	Lake St., Lake, Gary	155637W	C-027	Gates	4-Quadrant Gates, or Alternative Mitigation such as Median Barriers
IN	Clarke Rd., Lake, Gary	155645N	C-027	Flashing Lights	Gates
IN	First Rd., Smith, Marshall, Teegarden	155465R	C-066	Passive	Gates
IN	Thorn Rd., Marshall, Walkerton	155476D	C-066	Passive	Gates



# **HIGHWAY/RAIL AT-GRADE CROSSINGS THAT WARRANT SAFETY MITIGATION**

State	Crossing Name, County, and City	FRA ID	Rail Line Segment ID	Current Warning Device	Post- Acquisition Device
IN	CR 500 W., Noble, Kimmell	155372W	C-066	Passive	Gates
IN	900 W., Noble, Cromwell	155380N	C-066	Passive	Flashing Lights
IN	900 N., Porter, Portage	155615W	C-066	Gates	4-Quadrant Gates, or Alternative Mitigation such as Median Barriers
OH	Marsh Rd., Hardin	518382H	C-071	Passive	Flashing Lights
OH	Main St., Henry, Deshler	155755Y	C-065	Flashing Lights	Gates
OH	North St., Henry, Deshler	155760V	C-065	Passive	Gates
OH	Townline Rd., Huron, New London	514488D	C-061	Passive	Gates
OH	Main St., Seneca, Fostoria	228774H	C-070	Passive	Flashing Lights
OH	TWP 0180, Seneca, Fostoria	228780L	C-070	Passive	Gates
OH	Range Line Rd., Wood, Bowling Green	155789T	C-065	Passive	Flashing Lights
OH	Kellogg Rd., Wood, Bowling Green	155794P	C-065	Passive	Gates
OH	Washington St., Wood, Tontogany	155798S	C-065	Passive	Flashing Lights
OH	Tontogany Rd., Wood Tontogany	155799Y	C-065	Passive	Flashing Lights
OH	Middletown Pike, Wood, Haskins	155804T	C-065	Passive	Flashing Lights
OH	Fire Point Rd., Wood, Perrysburg	155812K	C-065	Passive	Flashing Lights
OH	Roachton Rd., Wood, Perrysburg	155814Y	C-065	Passive	Flashing Lights
OH	Eckel Jct. Rd., Wood, Perrysburg	155818B	C-065	Passive	Flashing Lights
OH	Eckel Rd., Wood, Perrysburg	155819H	C-065	Passive	Flashing Lights
OH	Eckel Rd., Wood, Perrysburg	155820C	C-065	Passive	Flashing Lights
OH	W. Boundary St., Wood, Perrysburg	155821J	C-065	Gates	4-Quadrant Gates, or Alternative Mitigation such as Median Barriers

# HIGHWAY/RAIL AT-GRADE CROSSINGS THAT WARRANT SAFETY MITIGATION

State	Crossing Name, County, and City	FRA ID	Rail Line Segment ID	Current Warning Device	Post- Acquisition Device
OH	Ford Rd., Wood, Rossford	155838M	C-065	Passive	Gates
OH	Bates Rd., Wood, Rossford	155839U	C-065	Passive	Gates
OH	Schrick Rd., Wood, Rossford	155840N	C-065	Passive	Flashing Lights
NS					
IL	TR 145, Piatt, Ivesdale	479957T	N-033	Passive	Flashing Lights
IN	Notestine Rd., Allen, Graybill	478188C	N-041	Passive	Flashing Lights
IN	Estrella Ave., Allen, New Haven	478216D	N-041	Flashing Lights	Gates
IN	Anthony Blvd., Allen, Ft. Wayne	478226J	N-041	Gates	4-Quadrant Gates, or Alternative Mitigation such as Median Barriers
IN	Engle Rd., Allen, Ft. Wayne	478240E	N-044	Flashing Lights	Gates
IN	Washington St./CR 100 E., Carroll, Burrows	484246J	N-046	Passive	Flashing Lights
IN	Meridian Line, Carroll, New Waverly	484248X	N-046	Passive	Flashing Lights
IN	Cedar St., Cass, Logansport	484216S	N-046	Passive	Flashing Lights
IN	18 <sup>th</sup> St., Cass, Logansport	484229T	N-046	Flashing Lights	Gates
IN	Briant St., Huntington, Huntington	478270W	N-044	Flashing Lights	Gates
IN	CR 100 E., Madison, Alexandria	474598M	N-040	Passive	Flashing Lights
IN	CR 250 W., Miami, Peru	484209G	N-046	Passive	Flashing Lights
IN	Smith St., Tippecanoe, West Point	484311M	N-046	Flashing Lights	Gates
IN	CR 400 S., Tippecanoe, West Point	484319S	N-045	Passive	Flashing Lights
IN	CR 172, Tippecanoe, West Point	484323G	N-045	Passive	Gates

# HIGHWAY/RAIL AT-GRADE CROSSINGS THAT WARRANT SAFETY MITIGATION

State	Crossing Name, County, and City	FRA ID	Rail Line Segment ID	Current Warning Device	Post- Acquisition Device
IN	4 <sup>th</sup> Street/US 231, Tippecanoe, Lafayette	484309L	N-046	Gates	4-Quadrant Gates, or Alternative Mitigation such as Median Barriers
IN	5 <sup>th</sup> St., Tippecanoe, Lafayette	484308E	N-046	Passive	Gates
IN	Romig St., Tippecanoe, Lafayette	484306R	N-046	Flashing Lights	Gates
IN	7 <sup>th</sup> St., Tippecanoe, Lafayette	484305V	N-046	Flashing Lights	Gates
IN	8 <sup>th</sup> St., Tippecanoe, Lafayette	484302N	N-046	Passive	Gates
IN	Union St., Tippecanoe, Lafayette (Note: Because this is a one-way street, four-quadrant gates or median barriers are not appropriate mitigation for this crossing; therefore SEA recommends this alternative mitigation.)	484294Y	N-046	Gates	Alternative Mitigation such as adding or improving pavement markings or installing additional warning signs
IN	17 <sup>th</sup> & Salem, Tippecanoe, Lafayette	484293S	N-046	Flashing Lights	Gates
IN	18 <sup>th</sup> St., Tippecanoe, Lafayette	484292K	N-046	Flashing Lights	Gates
IN	Greenbush St., Tippecanoe, Lafayette	484291D	N-046	Flashing Lights	Gates
IN	CR 500 E., Tippecanoe, Buck Creek	484282E	N-046	Passive	Flashing Lights
IN	CR 700 N., Tippecanoe, Colburn	484269R	N-046	Passive	Gates
IN	CR 900 N., Tippecanoe, Colburn	484267C	N-046	Passive	Gates
IN	Olive St., Wabash, Wabash	478315M	N-041	Passive	Gates
MD	Reiff Church Rd., Washington, Mauginsville	534883D	N-091	Passive	Flashing Lights



# **HIGHWAY/RAIL AT-GRADE CROSSINGS THAT WARRANT SAFETY MITIGATION**

State	Crossing Name, County, and City	FRA ID	Rail Line Segment ID	Current Warning Device	Post- Acquisition Device
MD	Shawley Dr., Washington, Mauginsville	534887F	N-091	Passive	Flashing Lights
NY	Loomis St., Chautauqua, Ripley	471825F	N-070	Passive	Flashing Lights
OH	Andrews, Crawford, Bucyrus	481572C	N-071	Passive	Gates
OH	Hopley, Crawford, Bucyrus	481561P	N-073	Gates	4-Quadrant Gates, or Alternative Mitigation such as Median Barriers
OH	Bradshar, Erie, Sandusky	481659T	N-085	Passive	Flashing Lights
OH	Skadden/CR 42, Erie, Sandusky	481660M	N-085	Passive	Flashing Lights
OH	Galion-Marseilles, Marion, Marion	481546M	N-073	Passive	Flashing Lights
OH	Scott Twp. Rd. 190, Marion, Marion	481547U	N-073	Passive	Flashing Lights
OH	Kilbourne, Sandusky, Bellevue	473668W	N-079	Gates	4-Quadrant Gates, or Alternative Mitigation such as Median Barriers
OH	CR 292, Sandusky, Bellevue	473675T	N-079	Passive	Flashing Lights
OH	Fangboner Road, Sandusky, Kingsway	473726P	N-079	Passive	Flashing Lights
PA	York Rd./SR 74, Cumberland, Mechanicsburg	592290T	N-091	Gates	4-Quadrant Gates, or Alternative Mitigation such as Median Barriers
PA	Criswall, Cumberland, Mechanicsburg	592295C	N-091	Passive	Flashing Lights
PA	Mill, Cumberland, Mechanicsburg	592320H	N-091	Passive	Flashing Lights
PA	Lucas Road, Erie, Erie	471940M	N-070	Passive	Flashing Lights
PA	Guilford Springs Rd., Franklin, Guilford Springs	535146X	N-091	Passive	Flashing Lights



**HIGHWAY/RAIL AT-GRADE CROSSINGS  
THAT WARRANT SAFETY MITIGATION**

State	Crossing Name, County, and City	FRA ID	Rail Line Segment ID	Current Warning Device	Post- Acquisition Device
PA	Alleman, Franklin, Marion	53515IU	N-091	Passive	Flashing Lights
PA	Hayes Rd., Franklin, Milner	535163N	N-091	Passive	Flashing Lights
VA	SR 7, Clarke, Berryville	468599F	N-091	Gates	4-Quadrant Gates, or Alternative Mitigation such as Median Barriers
VA	Rockland Rd., Warren, Winchester	468634S	N-091	Flashing Lights	Gates
Shared					
MI	Pennsylvania Rd., Wayne, Taylor	511027V	S-020	Flashing Lights	Gates

\* Recommendation from highway/rail at-grade crossing delay analysis.

**Condition 8(B).**

Applicants shall complete any negotiations with the State of Ohio regarding highway/rail at-grade crossing improvements within 120 days of the effective date of the Board's decision.

**Transportation: Highway/Rail At-grade Crossing Delay**

**Condition 9.**

CSX shall continue negotiations with De Kalb County, Indiana; the City of Garrett, Indiana; and the Indiana Department of Transportation for the expeditious implementation of a grade separation at CSX's Randolph Street highway/rail at-grade crossing in Garrett. If the parties have not reached agreement within 6 months following the effective date of the Board's decision on the proposed Conrail Acquisition, CSX shall, with the concurrence of the other parties, participate in and assume the cost of binding arbitration or mediation. Because of the significant impact of Acquisition-related actions on traffic delay, the Board believes that the CSX share of the costs for design and construction of the grade separation should be substantially more than the traditional railroad share for similar projects, which is 5% for Indiana. The results of the negotiations or arbitration shall be final and binding on CSX, and without further involvement or review by the Board. CSX shall notify the Board within 30 days of completing the negotiations or arbitration.

**EXHIBIT 2**

**Schedule A  
Deshler-Toledo Corridor**

Crossing	Original RI	County	Government Authority	Street Name	Cost Factor
155760V	CSX	Henry	Vill. of Deshler	North Street	(Lump Sum)
155762J	CSX	Henry	Henry/Wood Cos.	Henry-Wood County Line Rd	(Lump Sum)
155787E	CSX	Wood		US 6	(Lump Sum)
155789T	CSX	Wood	Weston/Plain Twp.	Range Line Road (TR 43)	(Lump Sum)
155812K	CSX	Wood	Middleton Twp.	Five Point Road (TR 102)	(Lump Sum)
155815F	CSX	Wood	Perrysburg Twp.	Fort Meigs Road (TR 106)	(Lump Sum)
155819H	CSX	Wood	Perrysburg Twp.	Eckel Road (TR 233)	(Lump Sum)
155834K	CSX	Wood	City of Perrysburg	E. Boundary Road	(At Cost)
155839U	CSX	Wood	Perrysburg Twp.	Bates Road (TR 322)	(Lump Sum)
155842C	CSX	Wood	Vill. of Rossford	Glenwood Road	(Lump Sum)



**Schedule B  
Lake - Ashtabula Corridor**

Crossing	Original R/I	County	Government Authority	Street Name	Cost Factor
523811U	CR	Lake	Painesville	Fobes Street	(At Cost)
523900L	CR	Ashtabula	Ashtabula Twp.	Sill Road (TR 404)	(At Cost)
523907J	CR	Ashtabula	N. Kingsville	Poore Road	(At Cost)
523912F	CR	Ashtabula	Conneaut	Whitney Road	(At Cost)



Schedule C  
Fosterla-Marion-Ridgeway  
Corridor

Crossing	Original R	County	Government Authority	Street Name	Cost Factor
228730H	CSX	Marion	Marion County	Irvin-Shoots Road (CR 27)	(Lump Sum)
228731P	CSX	Marion	Marion County	Marseilles-Galion (CR 26)	(Lump Sum)
228732W	CSX	Marion	Vill. of Morral	South East Street	(At Cost)
228733D	CSX	Marion	Vill. of Morral	West Neff Street (SR 231)	(At Cost)
228737F	CSX	Wyandot	Pitt Twp.	Township Road 125	(At Cost)
228739U	CSX	Wyandot	Vill. of Harpster	Wyandot Street (SR294)	(At Cost)
228744R	CSX	Wyandot		State Route 67	(Lump Sum)
228756K	CSX	Wyandot	Wyandot County	County Road 47	(Lump Sum)
228757S	CSX	Wyandot	Wyandot County	County Road 44	(Lump Sum)
228762N	CSX	Wyandot	Crawford Twp.	Township Road 103	(Lump Sum)
228763V	CSX	Wyandot	Crawford Twp.	Township Road 98	(At Cost)
228765J	CSX	Wyandot	Village of Carey	N. Patterson Street	(At Cost)
228768E	CSX	Wyandot	Crawford Twp.	Township Road 5	(Lump Sum)
228769L	CSX	Wyandot	Wyandot/Seneca Co	County Road 3	(At Cost)
228770F	CSX	Seneca	Big Spring Twp.	Township Road 24	(Lump Sum)
228772U	CSX	Seneca	Seneca County	County Road 6	(Lump Sum)
228774H	CSX	Seneca	Seneca County	County Road 10	(Lump Sum)
228780L	CSX	Seneca	Seneca County	County Road 18	(Lump Sum)
518372C	CR	Hardin	Hale Twp.	Township Road 197	(Lump Sum)
518392N	CR	Marion	Montgomery Twp.	Dry Lane Road (TR 28)	(Lump Sum)
518393V	CR	Marion	Marion County	DeCliff Road (CR 29)	(Lump Sum)
518407B	CR	Marion	Big Island Twp.	Espyville Road (TR 84)	(Lump Sum)

**Schedule D  
Greenwich -Crestline Corridor**

Crossing	Original RR	County	Government Authority	Street Name	Cost Factor
518452V	Conrail	Richland	State Route 61	German-Settlement Rd	(At Cost)
518462B	Conrail	Richland	Richland County	London Road (CR 58)	(Lump Sum)
518466D	Conrail	Richland	Richland County	Hazel-Brush Road (CR 59)	(Lump Sum)
518473N	Conrail	Richland	Cass Twp and Village of Shiloh	Noble Road (TR 81)	(Lump Sum)
518480Y	Conrail	Huron	Ripley and Greenwich Twps.	Greenwich-Milan Road (TR 51)	(Lump Sum)

Schedule E  
Crossings Under Evaluation

Crossing	County	Government Authority	Street Name	Cost Factor
155782V	Wood	Village of Weston	Oak Street	(At Cost)
155798S	Wood	Village of Tontogany	Washington Street	(At Cost)
155799Y	Wood	Wood County	Tontogany Road (CR 95)	(At Cost)
155820C	Wood	City of Perrysburg	Eckel Rd.	(Lump Sum)
155840N	Wood	Village of Rossford	Schreier Road	(Lump Sum)
228745X	Wyandot	Wyandot County	County Road 57	(Lump Sum)
228751B	Wyandot	Upper Sandusky	West Walker Street	(At Cost)
228761G	Wyandot	Wyandot County	County Road 4	(Lump Sum)
228781T	Seneca	Loudon Township	Center Road (TR 112)	(At Cost)
518397X	Marion	Vill. of New Bloomington	N. Carey Street	(Lump Sum)
518454J	Richland	Sharon Township	Stentz Road (TR 181)	(Lump Sum)



**EXHIBIT 3**

**Crossings Reviewed/No Changes**



**Exhibit 3**

**Corridor Crossings Not Upgraded per this Agreement**

**Greenwich-Crestline Corridor**

Crossing	Original RR	County	City	Highway	Street Name
518448F	CR	Richland	Crestline	CR 174	Thrush Rd.
518449M	CR	Richland	Crestline	CR 52	Hook Rd.
518450G	CR	Richland	Crestline	TR 176	Finnegan Rd.
518464P	CR	Richland	Shelby	TR 186	Bistline
518474V	CR	Richland	Shiloh	TR 71	Malone Rd.
518477R	CR	Huron	Greenwich	TR 74	Edwards Rd.
518479E	CR	Huron	Greenwich	TR 107	Plymouth East Rd.

**Deshler-Toledo Corridor**

Crossing	Original RR	County	City	Highway	Street Name
155757M	CSX	Henry	Deshler	CITY	Maple St.
155759B	CSX	Henry	Deshler	CITY	Elm St.
155761C	CSX	Henry	Deshler	CR E	CR E
155763R	CSX	Wood	Custar	CO.	Cygnat Rd.
155764X	CSX	Wood	Custar	CO.	Jerry City Rd.
155765E	CSX	Wood	Custar	CO	Round Head Rd.
155766L	CSX	Wood	Custar	CO	Bays Rd.
155767T	CSX	Wood	Custar	CO	Custar Rd.
155768A	CSX	Wood	Custar	SR 281	Defiance Pike
155770B	CSX	Wood	Milton Center	CO.	Mermill Rd.
155771H	CSX	Wood	Milton Center	CITY	Railroad St.
155772P	CSX	Wood	Milton Center	CITY	South St.
155773W	CSX	Wood	Milton Center	CITY	Sugar St.
155774D	CSX	Wood	Milton Center	CITY	Milton Rd.
155775K	CSX	Wood	Milton Center	CO	Maplewood Rd.
155776S	CSX	Wood	Weston	CO.	Portage Rd.
155778F	CSX	Wood	Weston	CO	Weston Rd.
155779M	CSX	Wood	Weston	CITY	Taylor St.
155780G	CSX	Wood	Weston	CITY	Main St.
155781N	CSX	Wood	Weston	CITY	Walnut St.
155784J	CSX	Wood	Weston	CO.	Euler Rd.
155788L	CSX	Wood	Weston	CO.	Willow Rd.
155791U	CSX	Wood	Tontogany	CO.	Long Judson Rd.
908657R	CSX	Wood	Tontogany	TWP	Reams Rd.
155792B	CSX	Wood	Tontogany	CO.	Tuller Rd.
155793H	CSX	Wood	Tontogany	CO.	Tuller Rd.
155795W	CSX	Wood	Tontogany	CITY	Lincoln St.
155796D	CSX	Wood	Tontogany	CITY	Wall St. & Broad
155797K	CSX	Wood	Tontogany	CITY	Main St.
155800R	CSX	Wood	Tontogany	CO.	Hannah Rd.
155801X	CSX	Wood	Tontogany	CO	Cross Creek

Exhibit 3  
Corridor Crossings Not Upgraded per this Agreement

Crossing	Original RR	County	City	Highway	Street Name
155802E	CSX	Wood	Tontogany	CO.	Green Rd.
155803L	CSX	Wood	Haskins	CO.	Robinson Rd.
155806G	CSX	Wood	Haskins	CITY	Main St.
155807N	CSX	Wood	Haskins	CITY	Church St.
155808V	CSX	Wood	Haskins	CO.	King Rd.
155809C	CSX	Wood	Haskins	CO.	Ovitt Rd.
155810W	CSX	Wood	Perrysburg	CO.	Reitz Rd.
155811D	CSX	Wood	Perrysburg	CO.	Hull Prairie Rd.
155822R	CSX	Wood	Perrysburg	CITY	Mulberry St.
155824E	CSX	Wood	Perrysburg	CITY	Pine St.
155825L	CSX	Wood	Perrysburg	CITY	Cherry St.
155827A	CSX	Wood	Perrysburg	CITY	Walnut St.
155830H	CSX	Wood	Perrysburg	CITY	Elm St.
155831P	CSX	Wood	Perrysburg	CITY	Locust St.
155832W	CSX	Wood	Perrysburg	CITY	Maple St.
155833D	CSX	Wood	Perrysburg	CITY	Hickory St.
155835S	CSX	Wood	Perrysburg	CO.	Hufford Rd.

Fostoria-Marion-Ridgeway Corridor

Crossing	Original RR	County	City	Highway	Street Name
228734K	CSX	Marion	Morrall	CITY ST	N. Center St.
228735S	CSX	Marion	Morrall	CITY ST	West St.
228736Y	CSX	Marion	Morrall	TWP 68	County Line Rd.
228741V	CSX	Wyandot	Upper Sandusky	TR 65	
228742C	CSX	Wyandot	Upper Sandusky	TR 62	
228743J	CSX	Wyandot	Upper Sandusky	CR 58	
228747L	CSX	Wyandot	Upper Sandusky		O'Donnell St.
228748T	CSX	Wyandot	Upper Sandusky		W. Hicks St.
228749A	CSX	Wyandot	Upper Sandusky		W. Johnson St.
228773B	CSX	Seneca	Alvada	TWP 56	
228775P	CSX	Seneca	Alvada	TWP 96	
228776W	CSX	Seneca	Alvada	TWP 26A	
228779S	CSX	Seneca	Fostoria	TWP 108	
518371V	CR	Hardin	Ridgeway	TR 179	
518381B	CR	Hardin	Mt. Victory	TR 217	
518384W	CR	Hardin	LaRue	TR 247	Mitchell Rd.
518385D	CR	Marion	LaRue	TR 5	Marion Hardin Rd.
518388Y	CR	Marion	LaRue	TWP 2	Winnemac Pike
518396R	CR	Marion	New Bloomington	CITY ST	N. Main St.

Exhibit 3  
Corridor Crossings Not Upgraded per this Agreement

Crossing	Original RR	County	City	Highway	Street Name
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155755Y	CR	Henry	Deshler	SR 18	Main Street
This crossing was upgraded to gates and lights under a standard project contract authorized in 1997.					

518382H	CR	Hardin	LaRue	CR 245	
This crossing was upgraded to gates and lights under a standard project contract authorized in 1997.					

518488D	CR	Huron	New London	CR 187	Townline Road
This crossing (identified as 514488D in the STB order) was upgraded under a corridor agreement negotiated between CSXT, PUCO/ORDC in 1998.					



Exhibit 3  
Corridor Crossings Not Upgraded per this Agreement

Crossing	Original RR	County	City	Highway	Street Name
155794P	CSX	Wood	Tontogany		Kellogg Road
This crossing was upgraded to gates and lights under a standard project contract authorized in 1997.					
155804T	CSX	Wood	Haskins	SR 582	Middletown Pike
This crossing was upgraded to gates and lights under a standard project contract authorized in 1997.					
155814Y	CSX	Wood	Perrysburg	CR 103	Eckel Jct. Road
This crossing was upgraded to gates and lights under a standard project contract authorized in 1998.					
155818B	CSX	Wood	Perrysburg		Eckel Jct. Road
This crossing was upgraded to gates and lights under a standard project contract authorized in 1997.					
155838M	CSX	Wood	Rossford	Twp 304	Ford Road
This crossing was upgraded to gates and lights under a standard project contract authorized in 1997.					