

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT 1300

This Agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission ("Commission"), the BNSF Railway ("Company"), the Village of Hinsdale ("Village"), and the State of Illinois, Department of Transportation ("Department" or "IDOT").

WITNESSETH:

WHEREAS, it has come to the attention of the Commission through correspondence that inquiry should be made into the matter of improving public safety at the Garfield Avenue, Washington Street, Lincoln Street, Monroe Street, and Stough Street highway-rail grade crossings of the Company's track in the Village of Hinsdale, DuPage County, designated as follows:

AAR/DOT Number	Railroad Milepost	Crossing Name
079 522U	16.83	Garfield Avenue
079 523B	16.94	Washington Street
079 524H	17.03	Lincoln Street
079 526W	17.47	Monroe Street
079 527D	17.80	Stough Street

WHEREAS, proper investigation has been made of the circumstances surrounding the subject crossing by a representative of the Commission's Transportation Division Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and other pertinent data relating to the crossings have been obtained and shown on Exhibit A, attached to this Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish proposed improvements to the crossing upon determination of the Commission by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law, 625 ILCS 5/18(c)-7401, requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the traveling public the Grade Crossing Protection Fund ("GCPF") of the Motor Fuel Tax Law ("MFT") be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the following improvements in the interest of public safety at the aforesaid crossings should be:

- (a) Installation of constant warning time (CWT) circuitry at the Garfield Avenue, Washington Street, Lincoln Street, Monroe Street, and Stough Street crossings, by the Company. [Note: This will also require the installation of CWT time circuitry at the Highlands Station (AAR/DOT #079 519L, railroad milepost 16.37); Park Avenue (AAR/DOT #079 521M, railroad milepost 16.71); and, Vine Street (AAR/DOT #079 525P, railroad milepost 17.19) pedestrian crossings of the Company's track in Hinsdale.
- (b) Installation of a demonstration four quadrant gate system at the Monroe Street grade crossing, as described in Exhibit B, by the Company and Village.
- (c) Widening and Renewal of the existing surfaces at the Monroe Street grade crossing, by the Company.
- (d) Installation of in-pavement vehicle detector loops to the junction bases of the Company's equipment by the Village at the Monroe Street crossing and, in coordination with the surface renewal work, performance of asphalt work, curb and gutter installation, drainage modifications, and/or any other necessary roadway work for the project, by the Village.

Section 3 The Company has prepared a preliminary cost estimate, attached and incorporated herein by reference as Exhibit C to accomplish the proposed CWT safety improvements, which may be required by Commission Order. The Company shall upon a Commission Order, according to the requirements contained therein, prepare and submit duplicate copies of detailed drawings, detailed circuit plans, cost estimates and any required specifications for the proposed improvements for the approval of the Commission. The Company agrees that an appropriate time for the submission of plans should be six (6) months from the date of a Commission Order approving this Agreement.

Section 4 The Company and Village shall upon a Commission Order, according to the requirements contained therein, prepare and submit duplicate copies of detailed drawings, detailed circuit plans, cost estimates and/or any required specifications for the four quadrant gate installation at the Monroe Street crossing. The plans shall be completed in coordination with Staff, utilizing Exhibit B as the basis for design and construction. To facilitate the installation of the vehicle detector loops, the crossing surface will be reconstructed with new track and concrete panels by the Company. The installation of in-pavement detector loops and, in coordination with the surface reconstruction, asphalt work, curb and gutter installation, drainage modifications, and/or any other necessary roadway work will be completed by the Village.

The primary system shall consist of the four quadrant gates operating in dynamic mode controlled by the vehicle detection. In the event that maintenance is required for the detector loops, the system transfers to the back-up mode of operation which would include timed operation. The parties have agreed that the specific operational characteristics of this demonstration system will be developed upon execution of this agreement.

Upon concurrence of all parties as to the design and operational characteristics, the installation of the 4 quadrant gate system will commence. Upon completion, the Company shall maintain the entire four quadrant gate system, and the Village has agreed to bear the

costs associated with the in-pavement vehicle detector loops to the junction bases.

Section 5 The Company and Village shall upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with its own forces or appropriate contracted services and agrees that an appropriate time for the completion of the proposed improvements should be June 30, 2010.

Section 6 The parties agree that an equitable division of cost for the proposed improvements is as follows:

- COST DIVISION TABLE -

IMPROVEMENT	EST. COST	GCPF	COMPANY	VILLAGE	IDOT
Installation of constant warning time (CWT) circuitry at all BNSF Grade Crossings in Hinsdale.	\$5,081,351	(48%) \$2,439,048 ¹	(52%) \$2,642,303 ²	(0%) \$0	(0%) \$0
Install Four Quadrant Gates at the Monroe Street Crossing.	\$170,000	\$170,000 ³	\$0 ⁴	\$0	\$0
Install in-pavement vehicle detector loops, asphalt work, curb and gutter installation, drainage modifications, and/or any other necessary roadway work at the Monroe Street Crossing.	\$150,000	\$150,000 ⁵	\$0	\$0	\$0
Widen and Renew the Monroe Street Crossing Surfaces.	\$270,000	\$0	\$270,000 ⁶	\$0	\$0
TOTALS	\$5,671,351	\$2,759,048	\$2,912,303	\$0	\$0

Notes:

- Total Grade Crossing Protection Fund (GCPF) assistance for CWT circuitry installations not to exceed \$2,439,048; any installation costs above the estimated amount of \$5,081,351 will be divided between the GCPF and the Company in the same percentages noted above, upon submittal and review of evidence to support the additional cost and subject to approval by the Commission;
- Company shall be responsible for all future operating and maintenance costs associated with the new automatic warning devices and circuitry.
- Total Grade Crossing Protection Fund (GCPF) assistance for installation of the four quadrant gates not to exceed \$170,000; any installation costs above the estimated amount of \$170,000 will be assigned to the GCPF upon submittal and review of evidence to support the additional cost and subject to approval by the Commission;
- The Company shall be responsible for all maintenance costs associated with the four quadrant gate system, except the in-pavement detector loops.
- Total Grade Crossing Protection Fund (GCPF) assistance for installation of Installation of in-pavement vehicle detector loops, asphalt work, curb and gutter installation, drainage modifications, and/or any other necessary roadway work at the Monroe Street Crossing not to exceed \$150,000; any installation costs above the estimated amount of \$150,000 will be assigned to the GCPF upon submittal and review of evidence to support the additional cost and subject to approval by the Commission. The Village shall be responsible for completing the

roadway plans and for letting the contract. Upon completion, the Village shall be responsible for the maintenance associated with the in-pavement vehicle detector loops to the junction bases.

6. The Company shall be responsible for all maintenance costs associated with the crossing surface, except with those costs associated with the repair of in-pavement detector loops.

Section 7 Special Provisions: The Company and Village shall complete and submit the Project Manager Information portion of the Project Status Report sheet, attached as Exhibit D, along with this executed Agreement.

The Company and Village shall, at six (6) month intervals from the date of the Commission Order approving this Agreement, submit to the Director of Processing and Information, Transportation Bureau of the Commission, the Project Status Report, attached as Exhibit D, regarding the progress it has made toward completion of the work required by this Agreement. Each Project Status Report shall include the Commission Order's docket number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number, facsimile number, and electronic mailing address of the Company Project Manager.

All bills for work specified in Section 2 of this Agreement authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to the Fiscal Control Unit, Bureau of Local Roads and Streets, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois 62764. All bills shall be clearly marked to show the location and scope of work. The Department shall send a copy of all invoices to the Director of Processing and Information, Transportation Bureau of the Commission. All bills shall be submitted no later than twelve (12) months from the completion date specified in the Commission Order approving this Agreement. The final bill for expenditures from each party shall be clearly marked "Final Bill". The Department shall not obligate any assistance from the Grade Crossing Protection Fund for the cost of proposed improvements described in this Agreement without prior approval by the Commission. The Commission shall, at the end of the 12th month from the completion date specified in the Commission Order approving this Agreement or any Supplemental Order(s) issued for this project, notify the Department to de-obligate all residual funds accountable for this project. Notification may be by regular mail, electronic mail, fax, or phone.

SECTION 8 Billing: For all work specified in Section 2 of this Agreement, and authorized by an Order of the Commission, the Company shall assure that sufficient documentation for all bills is made available for review by the Department or the Department's representative. The minimum documentation that must be made available is outlined below:

- a) Labor Charges (including additives) - Copies of employee work hours charged to the railroad account code for the project.
- b) Equipment Rental - Copies of rental agreements for the equipment used, including the rental rate; number of hours the equipment was used and the railroad account code for the project.
- c) Material - An itemized list of all materials purchased and installed at the

- crossing location. If materials purchased are installed at multiple crossing locations, a notation must be made to identify the crossing location.
- d) Engineering - Copies of employee work hours charged to the railroad account code for the project.
 - e) Supervision - Copies of employee work hours charged to the railroad account code for the project.
 - f) Incidental Charges - An itemized list of all incidental charges along with a written explanation of those charges.
 - g) Service Dates - Invoice shall include the beginning and ending date of the work accomplished for the invoice.
 - h) Final or Progressive - Each invoice shall be marked as a Progressive or a Final Invoice.
 - i) Reference Numbers - Each invoice shall include the AARiDOT number, the ICC order number and the state job number when federal funds are involved.
 - j) Locations - Each invoice shall show the location, with the street name and AARIDOT crossing inventory number.

Section 9 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate Order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

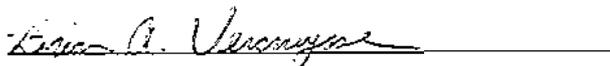
In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated on their respective Execution Pages, attached hereto.

Executed by the Commission this 5th day of February 2008.



Michael E. Stead
Rail Safety Program Administrator

Attest:



Brian A. Vercruyse
Senior Rail Safety Specialist

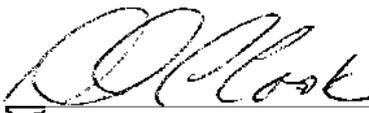
Illinois Commerce Commission Stipulated Agreement 1300, executed by Commission Staff on February 5, 2008, concerning improvements at the grade crossings of the _____ track through the Village of Hinsdale, in DuPage County, Illinois, designated as follows:

AARiDOT Number	Milepost	Crossing Name
079522U	16.83	Garfield Avenue
079523B	16.94	Washington Street
079524H	17.03	Lincoln Street
079526W	17.47	Monroe Street
0795270	17.80	Stough Street

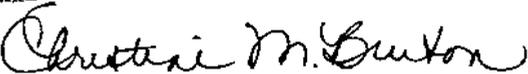
Executed by the Village of Hinsdale this 5th day of February 2008.

VILLAGE OF HINSDALE

By:


Village Manager




Deputy Village Clerk

RECEIVED
FEB 13 2008

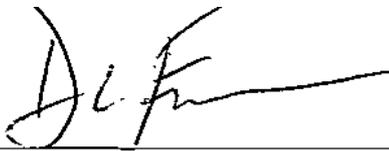
Illinois Commerce Commission
POLICE SAFETY SECTION

Illinois Commerce Commission Stipulated Agreement 1300, executed by Commission Staff on February 5, 2008, concerning improvements at the grade crossings of the Company's track through the Village of Hinsdale, in DuPage County, Illinois, designated as follows:

AARIDOT Number	Milepost	Crossing Name
079522U	16.83	Garfield Avenue
079523B	16.94	Washington Street
079524H	17.03	Lincoln Street
079526W	17.47	Monroe Street
0795270	17.80	Stough Street

Executed by the BNSF Railway Company this 20th day of FEBRUARY 2008.

BNSF RAILWAY COMPANY

By: 

Attest:



RECEIVED
FEB 5 2008
Illinois Commerce Commission
STIPULATED AGREEMENT

Illinois Commerce Commission Stipulated Agreement 1300, executed by Commission Staff on February 5, 2008, concerning improvements at the grade crossings of the Company's track through the Village of Hinsdale, in DuPage County, Illinois, designated as follows:

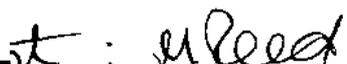
AARIDOT Number	Milepost	Crossing Name
079522U	16.83	Garfield Avenue
079523B	16.94	Washington Street
079524H	17.03	Lincoln Street
079526W	17.47	Monroe Street
0795270	17.80	Stough Street

Executed by the Illinois Department of Transportation this 2 day of MAY 2008

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By:


Christine


Director of Highways/Chief Engineer

**ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT
CROSSING DATA FORM**

GENERAL INFORMATION: See Location Sketch

RAILROAD	BNSF Railway Company
USDOT#, MILEPOST	079 522U, MP 16.83
STREET, CITY, COUNTY	Garfield, in Hinsdale, DuPage County
JURISDICTION (RDWY)	Village of Hinsdale
LOCATION	Commercial/Residential
STREET SURFACE	Rubber and Asphalt - 44'

CROSSING DATA: See Location Sketch for roadway profile and track centers

TRACK (W-E or N-S)	SURFACE TYPE	SURFACE WIDTH	SURFACE CONDITION
1	Rubber Panel	74'	Good
2	Rubber Panel	74'	Good
3	Rubber Panel	74'	Good

ROADWAY DATA: See Location Sketch

INTERSECTING ROADS:	Yes
TRAFFIC CONTROL	3-Way Stop/Right-of-Way off of Tracks SB
ADT & SPEED	7500 (7% Trucks) @ 25 MPH
TRAFFIC TYPE	Cars
ADVANCE WARNING	Yes
PAVEMENT MARKING	Yes

RAILROAD DATA: See Location Sketch

FREIGHT TRAFFIC	54 Per day @ 45 MPH
PASSENGER TRAFFIC	102 @ 70 MPH
WARNING DEVICES	Automatic Flashing Light Signals and Gates with pedestrian gates

NOTES:

VISIBILITY STUDY: See Location Sketch

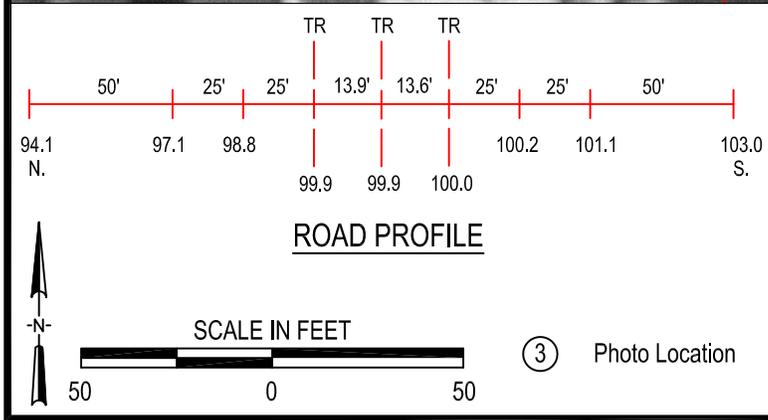
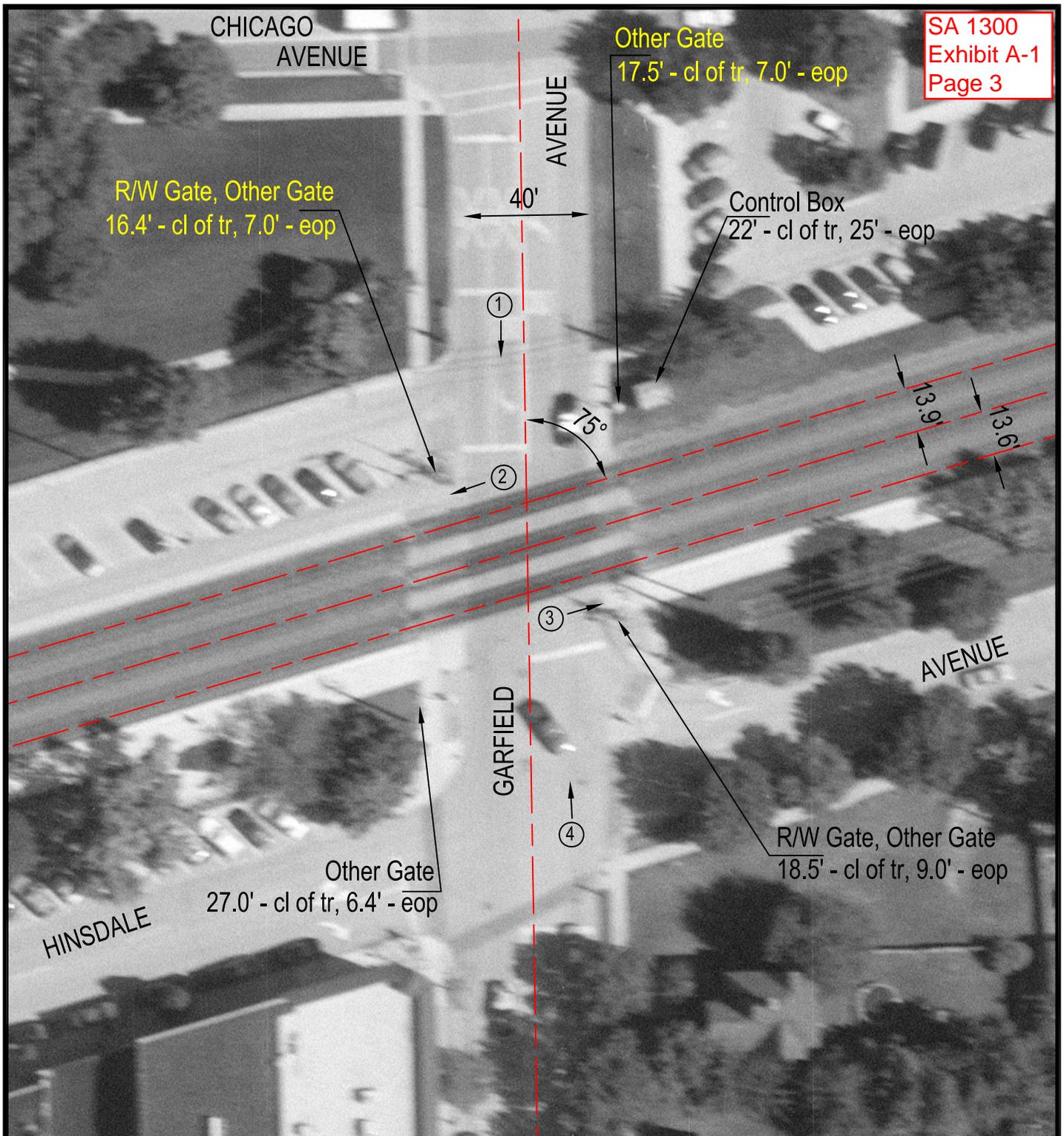
Train Speed	70	MPH
Roadway Speed	25	MPH
Required Stopping Sight Distance (SSD)		
Along Roadway	167	FEET
Along Tracks	692	FEET
Required Clearing Sight Distance (CSD) (Along Tracks)	1680	FEET

Distances calculated per American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, 2001, Fourth Edition.

QUADRANT	CSD (FT)	OBSTRUCTION	SSD (FT)	OBSTRUCTION
NE	*	NA	*	NA
NW	*	NA	*	NA
SE	*	NA	*	NA
SW	*	NA	*	NA

*Note: The installation of automatic flashing light signals and gates eliminates the need to satisfy minimum Sight Distance criteria.

APPROACH GRADES: See Location Sketch, Page 3 for a Location Sketch (Aerial Photo) of the crossing.



Crossing #:	079522U
Location:	DuPage Co., City of Hinsdale (I)
Lat/Long:	41°48'11" / 87°55'38"
Railroad:	BNSF
Street:	Garfield Avenue
Railroad Milepost:	16.83
Crossing Protection:	Train Activated Devices

③ Photo Location