



Item No. 5 Town of Atherton

CITY COUNCIL STAFF REPORT – STUDY SESSION

TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER

FROM: ROBERT OVADIA, PUBLIC WORKS DIRECTOR

DATE: OCTOBER 7, 2020

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH THE JOINT POWERS BOARD (JPB) REGARDING CLOSURE OF THE ATHERTON CALTRAIN STATION AND ASSOCIATED MAINTENANCE AND USE AGREEMENT FOR THE ATHERTON CALTRAIN STATION PROPERTY

RECOMMENDATION

Review and provide feedback on the draft Memorandum of Understanding with the Joint Powers Board (JPB) regarding the closure of the Atherton Caltrain Station and the draft Maintenance and Use Agreement for the Atherton Caltrain station property; and if appropriate direct staff to bring this item back to the Council for action at their October 21, 2020 meeting.

BACKGROUND

The Town received a proposal from Caltrain dated January 8, 2020, requesting Town support for the closure of the Atherton Caltrain Station in consideration of various community benefits.

The City Council discussed the proposal at its meeting on January 15, 2020 and directed staff to work with Caltrain to develop a Memorandum of Understanding (MOU) inclusive of the proposal and concerns expressed by the Council. An ad-hoc Council Committee consisting of Mayor DeGolia and Council Member Wiest was established to negotiate with Caltrain on the terms of the MOU.

ANALYSIS

Since the proposal was received, COVID-19 reached global pandemic status and has significantly impacted the world, country, local municipalities and transit operations. Caltrain ridership hit a low of approximately 5% of pre-pandemic levels and has significantly changed Caltrain's operations, revenues and balance sheet from the time the proposal was presented to the Town. Caltrain recently received approval to place a 1/8 cent sales tax measure on the ballots of San Mateo, San Francisco and Santa Clara County. The funds from the measure, if approved, will assist

in funding the electrification and other improvements to the Caltrain system as well as towards operations to keep Caltrain running. There is a strong possibility that Caltrain may cease operations if the measure does not pass and additional revenue is not provided.

Staff and the Ad-hoc Council Subcommittee met with Caltrain staff on several occasions to discuss terms of the Memorandum of Understanding regarding station closure as well as a Maintenance and Use Agreement (MAU) that would allow the Town to utilize the Caltrain Station property, post closure, and integrate it with the Town Center properties.

Caltrain has initiated its process to potentially close the Atherton Station, including environmental review, Title VI Equity Analysis, a public outreach meeting and, most recently, a public hearing on September 3, 2020, to receive input on the potential closure of the station. Public comment, with notable exceptions, was generally favorable towards the closure provided that adequate benefits be provided to the Town in exchange for the loss of the promised return of daily service at the station.

Attached are the current draft versions of the Memorandum of Understanding and Maintenance and Use agreement. The station closure would result in significant benefits to the JPB's passenger rail service system and its riders, including significant capital and operational cost savings to the JPB, and will also provide significant safety improvements and noise reductions sought by the Town. In an effort to be a good public partner, the Town agrees to provide its concurrence to the closure of the Atherton Station in exchange for certain actions to promote public safety improvements along the corridor through the Town of Atherton, the use of a portion of the station property, as well as other public benefits.

The major terms of the agreements are summarized below:

Memorandum of Understanding:

- JPB is committing funding to support station closing costs and other related community benefits in the Town in support of the closure, more particularly described as follows:
 - Station Closure: JPB shall be responsible for all legal and environmental compliance issues related to its closure of the Atherton Station.
 - Platform Removal: JPB shall be responsible for the removal of the Atherton station center boarding platform and access crossings.
 - Safety Fencing: JPB shall be responsible for the installation of safety fencing along the Atherton rail station area, separating the active rail corridor from public access spaces, commensurate with the design aesthetic approved by the Town.
 - Watkins Avenue Safety Improvements: JPB shall conduct all studies, engineering, environmental analysis, regulatory compliance required for the installation of four-quadrant gates at the Watkins Avenue rail crossing and complete the construction of the four-quadrant gates. Town shall cooperate with JPB with regard to making any regulatory filings needed due to modifications at the Watkins Avenue crossing.
 - Station Area Maintenance and Use Agreement: Town shall enter into a Maintenance and Use Agreement with JPB regarding the station property located outside the active rail corridor. The Town will assume maintenance responsibility for the Maintenance and Use Area and JPB shall

- permit construction and maintenance improvements in the Maintenance and Use Area consistent civic use described in the MOU.
- Atherton Station Building and Site Improvements: JPB shall provide funding towards the development and implementation of an initial plan by the Town to provide site improvements in the Maintenance and Use Area including landscaping and screening improvements and potential modifications to the Station Building to integrate the station building into the Town Center.
 - Access Improvements: JPB will provide funding towards the study and implementation of an active transportation route from the Atherton Town Center to the Menlo Park Caltrain Station and will evaluate available JPB right-of-way that can be used to support the active transportation route, in a manner consistent with JPB's existing property use policies.
 - The funding and implementation schedule are outlined in exhibit D of the agreement.
 - The funding for the Station Area Site Improvements and Access Improvements may be utilized by the Town for either purpose.

Maintenance and Use Agreement:

- Railroad will grant the Town a license to use the Railroad Station property for general municipal activities including civic events, vehicular and pedestrian access and to construct and maintain improvements on the property.
- License is non-exclusive and subject to prior rights granted to others.
- Term of the agreement is twenty years and is automatically extended for additional five-year terms unless advised by the Railroad of the intent to terminate 180 days prior to expiration of the then current term.
- Town shall maintain special insurance to cover activities within and adjacent to the rail corridor.
- Construction activities that have the potential to foul the railroad tracks or impair operations are to be conducted in accordance with the Railroad's Work Procedures.
- Town shall advise the Railroad of planned construction activities in advance to discuss which activities shall comply with the Railroad's Work Procedures.
- Town shall be responsible for maintenance of the site and the improvements for the duration of the agreement.
- Permanent improvements shall become the property of the Railroad.
- Town shall not create, store, use or dispose of hazardous materials on the property.
- Any Hazardous Materials not introduced onto the Property by Town, its agents, employees, contractors, subcontractors or invitees shall remain the property of the Railroad (or other responsible third parties) and shall not be deemed property of Town.
- Upon termination of the Agreement for any reason established in this Section 7, Railroad shall accept the property in an "as is where is" condition.
- Indemnification of the Railroad.

POLICY FOCUS

The Rail Policy adopted by the Council places a high priority for safety improvements along the corridor including the installation of four-quadrant gates at the Watkins Avenue Crossing. This Memorandum of Understanding provides a timeline and financial commitment by the JPB to provide the desired safety improvements along with additional safety enhancements and the opportunity for the Town to integrate the Atherton Station building into the Town Center as a

public amenity. The Town's Rail Policy may require updating consistent with the terms of the Memorandum of Understanding and direction received.

FISCAL IMPACT

None at this time.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting in print and electronically. Information about the project is also disseminated via the Town's electronic News Flash and Atherton Online. There are approximately 1,200 subscribers to the Town's electronic News Flash publications. Subscribers include residents as well as stakeholders – to include, but be not limited to, media outlets, school districts, Menlo Park Fire District, service providers (water, power, and sewer), and regional elected officials.

COMMISSION/COMMITTEE FEEDBACK/REFERRAL

This item ___ has or ___ X has not been before a Town Committee or Commission.

- ___ Audit/Finance Committee (meets every other month)
- ___ Bicycle/Pedestrian Committee (meets as needed)
- ___ Civic Center Advisory Committee (meets as needed)
- ___ Environmental Programs Committee (meets every other month)
- ___ Park and Recreation Committee (meets each month)
- ___ Planning Commission (meets each month)
- ___ Rail Committee (meets every other month)
- ___ Transportation Committee (meets every other month)
- ___ Tree Committee (meets each month)

ATTACHMENT

1. Draft MOU with JPB
2. Draft Maintenance and Use Agreement
3. January 8, 2020 Letter from Caltrain

MEMORANDUM OF UNDERSTANDING
between
THE PENINSULA CORRIDOR JOINT POWERS BOARD
And
THE TOWN OF ATHERTON

This Memorandum of Understanding (“MOU”) is made and entered as of the [REDACTED] day of [REDACTED], 2020 (“Effective Date”), by and between the Peninsula Corridor Joint Powers Board, (“JPB or “RAILROAD”), and the TOWN OF ATHERTON, (“TOWN”).

RECITALS

- A. In the 1860’s the San Francisco and San Jose Railroad opened the Fair Oaks (now Atherton) stop.
- B. In 1913, the railroad (then owned by the Southern Pacific Railroad) erected a shelter depot to replace the existing structure at the Fair Oaks (now Atherton) stop, located at what is now designated as 1 Dinkelspiel Station Lane, Atherton.
- C. In 1991 the JPB purchased the railroad right-of-way and has been responsible for the operations and maintenance of the Atherton station property and building ever since.
- D. In 2005, the JPB suspended weekday train service to the Atherton station due to low ridership and the fact that Atherton Station has an older, “center-boarding” configuration that requires pedestrians to cross the tracks to access the boarding platform, which requires trains operating in the other direction to “hold out” while a train is boarding.
- E. Caltrain is seeking to rebuild this type of station to eliminate the "hold out" rule.
- F. As part of its effort towards electrification of the JPB’s passenger rail service, the JPB committed to restoration of weekday service to the Caltrain station.
- G. The JPB estimates capital expenditures in excess of \$30 million may be required to remove the hold-out station designation and to provide for other modernization improvements at the Atherton station.
- H. The Town of Atherton has long supported rail service in the Town and along the peninsula corridor.
- I. The Town of Atherton has sought safety improvements along the rail corridor within the Town.
- J. The Town is in the process of constructing its new Town Center and Library adjacent to the Atherton train station and seeks to use a portion of the station property to support that project.
- K. The JPB has estimated that closure of the Atherton station would result in average trip time reductions of 3 minutes for passing trains and system ridership increases of approximately 300-500 daily riders.
- L. The JPB has requested the Town’s concurrence with closing the Atherton train station.
- M. The station closure would result in significant benefits to the JPB’s passenger rail service system and its riders, including significant capital and operational cost savings to the JPB, and will also provide significant safety improvements and noise reductions sought by the Town.

- N. In an effort to be a good public partner, Town has agreed to provide its concurrence to the closure of the Atherton Station in exchange for the use of a portion of the station property, certain actions to promote public safety improvements along the corridor through the Town of Atherton, as well as other public benefits.
- O. JPB is committing to seek funding to support station closing costs and other related community benefits in the Town in support of the closure, as more particularly described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Public Benefits:

JPB and Town shall work cooperatively to complete the following corridor and public benefits:

- A. Installation of safety fencing along the Atherton rail station area commensurate with the design aesthetic approved by the Town, in the location shown in Exhibit A.
- B. Removal of the Atherton station center boarding platform and access crossings.
- C. Re-purposing of the Atherton Station non-operating property, including the existing station building, parking area, site landscaping and other related improvements along the rail corridor allowing for integration of the station building into the Town Center complex and aesthetic and safety separation from the active rail corridor.
- D. Implementation of four-quadrant gates, and related safety improvements, at the Watkins Avenue rail crossing.
- E. Study and implementation of access improvements connecting the Atherton Town Center to the Menlo Park Caltrain Station.
- F. Cooperation with the Town should the Town elect to expand a Quiet Zone within the Town limits.

2. Responsibilities:

- A. Station Closure: JPB shall be responsible for all legal and environmental compliance issues related to its closure of the Atherton Station.
- B. Safety Fencing: JPB shall be responsible for the installation of safety fencing along the Atherton rail station area, separating the active rail corridor from public access spaces, commensurate with the design aesthetic approved by the Town, in the location shown in Exhibit A.
- C. Station Area Maintenance and Use Agreement: Town of Atherton shall enter into a Maintenance and Use Agreement with JPB regarding the station property located outside the active rail corridor. The Town will assume maintenance responsibility for the Maintenance and Use Area shown in Exhibit B and JPB shall permit construction and maintenance of the improvements outlined in this MOU. JPB acknowledges that, under current law, private use of the station property that is unrelated to rail operations is subject to local zoning review.

- D. Platform Removal: JPB shall be responsible for the removal of the Atherton station center boarding platform and access crossings.
- E. Atherton Station Building and Site Improvements: JPB shall provide funding toward the development and implementation of an initial plan by the Town to provide site improvements in the Maintenance and Use Area shown in Exhibit B, including landscaping and screening improvements and potential modifications to the Station Building to integrate the station building into the Town Center. Funding shown in Exhibit D for the Station Improvements and Access Improvements may be utilized by the Town for either the purpose described above or the active transportation improvements described below in section 2.G.
- F. Watkins Avenue Safety Improvements: JPB shall conduct all studies, engineering, environmental analysis, regulatory compliance required for the installation of four-quadrant gates at the Watkins Avenue rail crossing and complete the construction of the four-quadrant gates. Town shall cooperate with JPB with regard to making any regulatory filings needed due to modifications at the Watkins Avenue crossing.
- G. Access Improvements: JPB will provide funding toward the study and implementation of an active transportation route from the Atherton Town Center to the Menlo Park Caltrain Station and will evaluate available JPB right-of-way that can be used to support the active transportation route, in a manner consistent with JPB's existing property use policies. Funding shown in Exhibit D for the Station Property Site Improvements and Access Improvements may be utilized by the Town for either the purpose described above or the active transportation improvements described above in section 2.E. Such funding may require the Town to enter into to a separate grant agreement that is consistent with the terms of this agreement.

3. FUNDING AND IMPLEMENTATION SCHEDULE:

- A. JPB and Town shall work cooperatively to complete the station closure, public access and safety improvements as quickly as possible.
- B. The estimated Funding and Implementation Schedule for the various improvements is outlined in exhibit D.
- C. Schedule and funding adjustments may be mutually agreed upon in writing by both parties.

4. COORDINATION WITH CALTRAIN RAIL – WORK ALONG TOWN'S RIGHT OF WAY:

Construction activities within Town's right of way must be coordinated with Town staff. All communications and/or correspondence relating to inspection and coordination between the TOWN and Caltrain must be given as set out for Notices, unless otherwise specifically authorized by Town.

5. INDEMNIFICATION: Pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, employees and agents, harmless from any damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, it officers, employees or agents, under or in connection with any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful

misconduct of the other parties hereto, their officers, employees or agents, under or in connection with any work, authority or jurisdiction delegated to such other parties under this Agreement.

- 6. RELATIONSHIP BETWEEN PARTIES: Nothing in this MOU is intended to, or will be construed to, create any contractual or other relationship, whether expressed or implied, of joint power, joint venture, partnership, principal-agent, independent contractor, or master-servant. Each party is independent from the other party and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever.
- 7. WORKERS COMPENSATION: Neither party to this MOU will be responsible for providing payments or benefits to the other party's employees, including without limitation, workers compensation insurance or any other protective insurance coverage that is based upon the relationship of employer and employee.
- 8. MISCELLANEOUS:

8.1 Governing Law. This MOU shall be construed in accordance with and governed by the laws of the State of California, and venue shall be in San Mateo County.

8.2 Notices. All notices and demands of any kind which either party may be required or desires to serve upon the other party shall be in writing and must be served upon such other party by personal service, facsimile transmission or by mailing a copy thereof, certified or registered mail, postage prepaid, addressed as follows:

To TOWN:

Attn: George Rodericks
City Manager
150 Watkins Avenue
Atherton, CA 94027
Email: grodericks@ci.atherton.ca.us
Phone: 650-572-0504

To JPB:

Attn: Jim Hartnett
Executive Director
1250 San Carlos Avenue
San Carlos, CA 94070-1306
Email: hartnettj@samtrans.com
Phone: 650-508-6221

Service will be deemed complete on the date of personal service, facsimile transmission or the actual delivery as shown on the addressee's return receipt, whichever is earlier. The addresses to which notices and demands must be delivered or sent may be changed from time to time by notice to the other party.

ATTACHMENT 1

8.3 Counterparts. This MOU may be executed in any number of counterparts, each of which will be deemed an original, but all of which when taken together will constitute one and the same agreement.

8.4 Waivers. A waiver or breach of covenant or provision in this MOU will not be deemed a waiver of any other covenant or provision in this MOU, and no waiver will be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

8.5 Modification. No waiver, alteration, modification, or termination of this MOU will be valid unless made in writing and signed by the authorized representative of the party.

8.6 Integration. This MOU embodies the entire agreement between the Parties with respect to the subject matter hereunder and no other understanding, whether verbal, written or otherwise, exists between the Parties.

8.7 Time of the Essence. Time is of the essence for completion of the obligations set forth in this MOU.

8.8 Entire Agreement. This MOU contains the entire agreement between the Parties.

8.9 Authority. Each of the signatories to this MOU represent that he/she is authorized to sign the MOU on behalf of such party and that all approvals, resolutions and consents which must be obtained to bind such party have been obtained that no further approvals, acts or consents are required to bind such party to this MOU.

8.10 Third Parties: Nothing set forth in this MOU is intended to benefit or create any legal rights to any person not a party to this MOU.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto executed this MOU on the date first above written.

TOWN OF ATHERTON
a municipal corporation

By: _____

Approved as to Form:

By: _____
Attorney for Town

THE PENINSULA CORRIDOR JOINT POWERS BOARD

By: _____

Approved as to Form:

By: _____
JPB Attorney

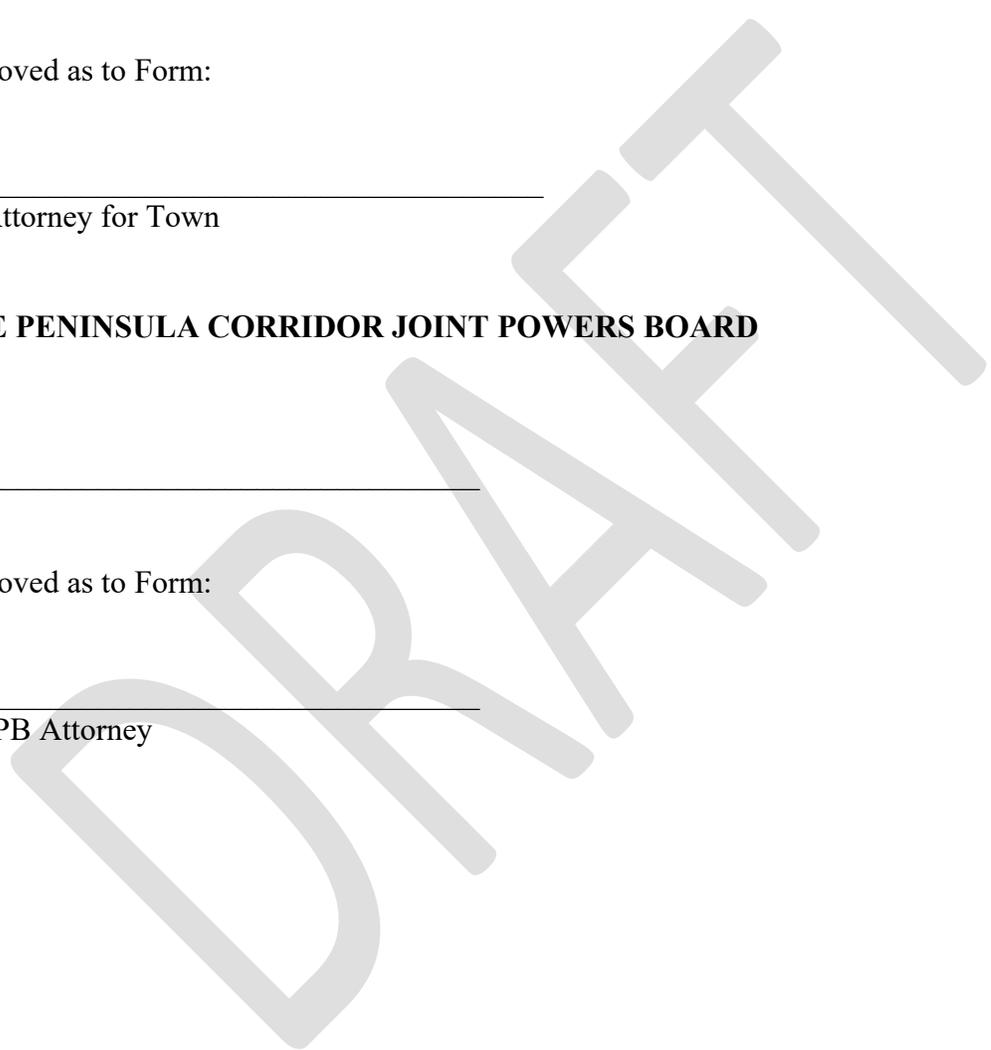


Exhibit A
Safety Fencing

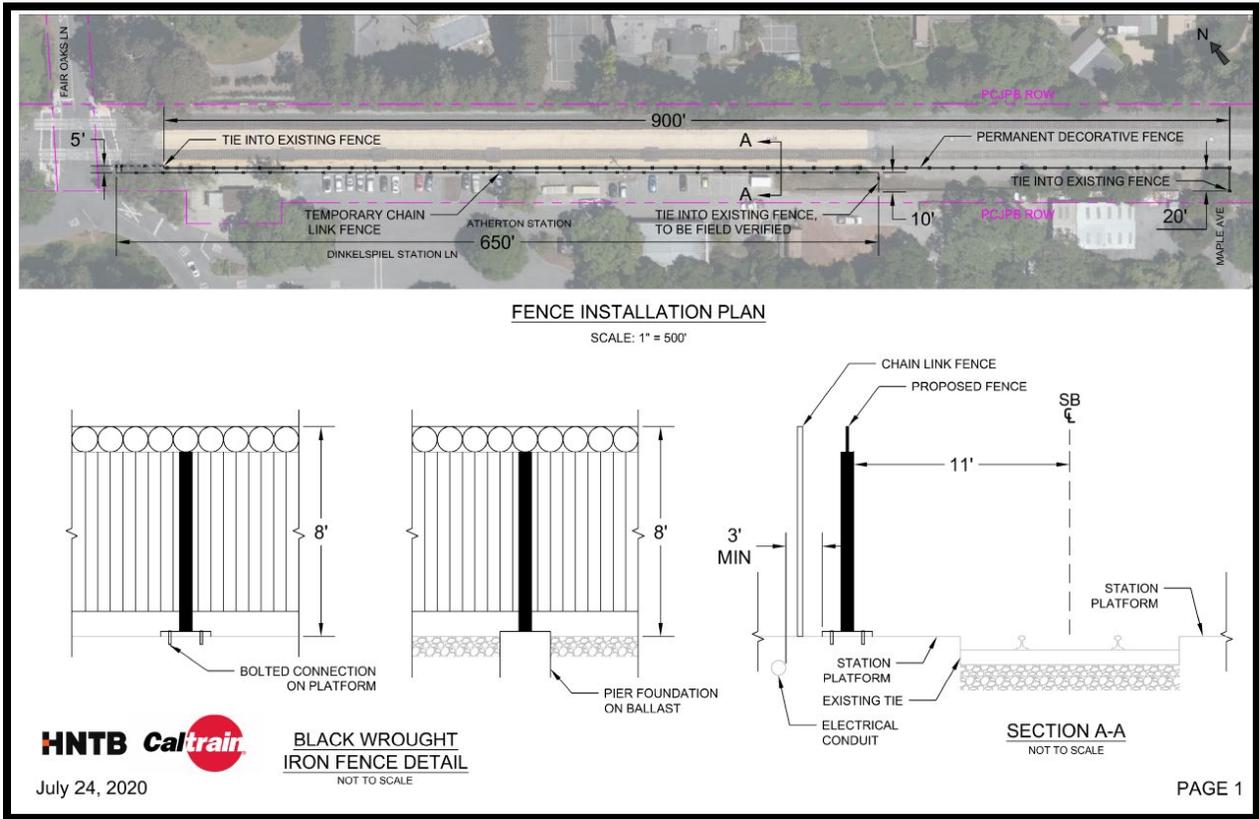


Exhibit B
Maintenance and Use Area

THE ATHERTON STATION:

That certain parcel of land situated in the Town of Atherton, County of San Mateo, conveyed to the State of California by said State Deed No. 47224, more particularly described as PARCEL 21 (47224-1) as follows:

PARCEL 21 (47224-1):

COMMENCING at the southwesterly terminus of the course described in that parcel of land with a length of 25.00 feet in the deed to the Town of Atherton recorded May 3, 1968 in Volume 5469, Page 293, Official Records of San Mateo County; thence along said course and the northeasterly line of said parcel North 39°26'58" East, 25.00 feet and North 50°33'02" West, 56.52 feet; thence North 25 °00'00" East, 13.94 feet to a line parallel with, distant southwesterly, at right angles, 18.50 feet from the center line of the former Southern Pacific Transportation Company eastbound main track (San Francisco-San Jose); thence along said parallel line South 50°33'02" East, 907.58 feet to the northeasterly prolongation of the northwesterly line of Maple Avenue; thence along said prolongation South 33°04'04" West, 23.65 feet to the southeasterly extension of the northeasterly line of the parcel of land described in said deed to the Town of Atherton (5469 OR 293); thence along said extension and said northeasterly line North 50°33 '02" West, 765 .18 feet, South 39°26'58" West, 15 .00 feet and North 50°33 '02" West, 85 .00 feet to the point of commencement.

CONTAINING 0.505 of an acre, more or less.

Together with that portion of land underlying Fair Oak Lane, described as follows:

Bounded northeasterly by said parallel line, southwesterly by the northeasterly line of said parcel to Town of Atherton, northwesterly by the center line of said Fair Oak Lane and southeasterly by the northwesterly line of the above described 0.505 of an acre parcel of land.

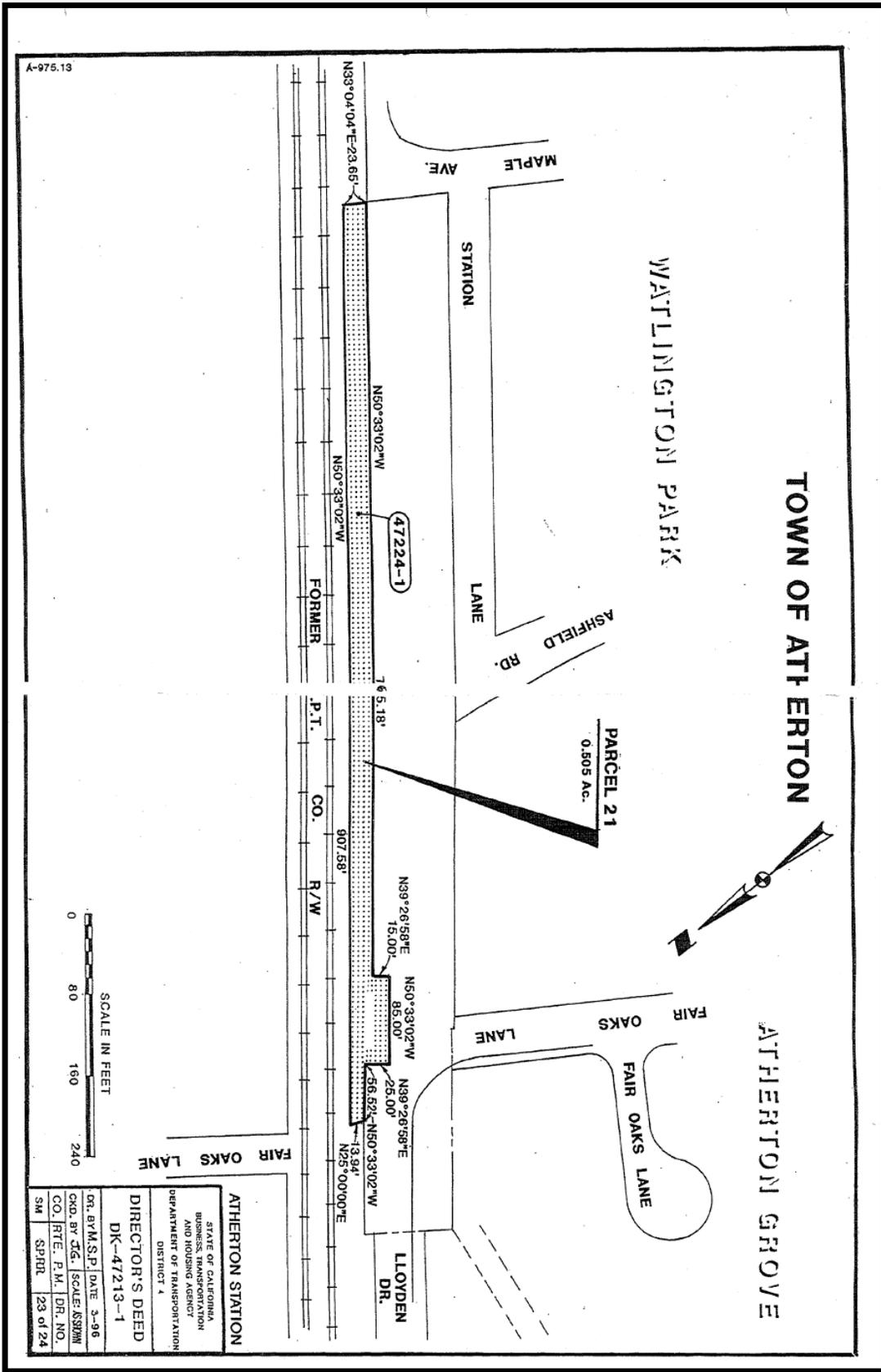


Exhibit C
Center Boarding Platform and Access Crossings

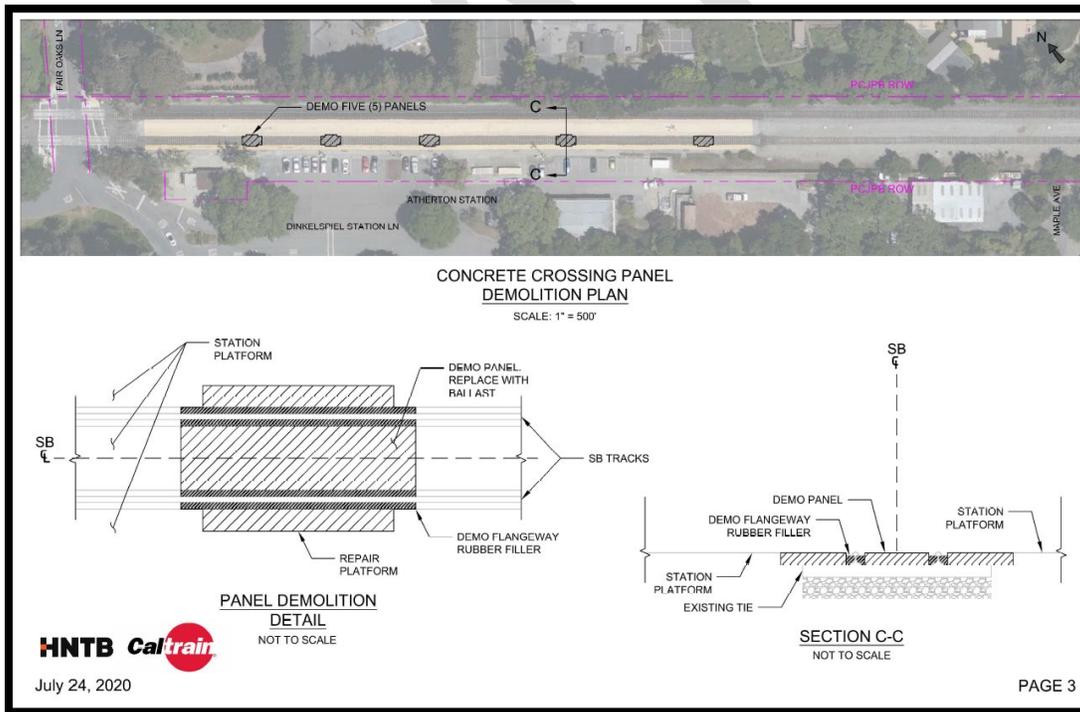
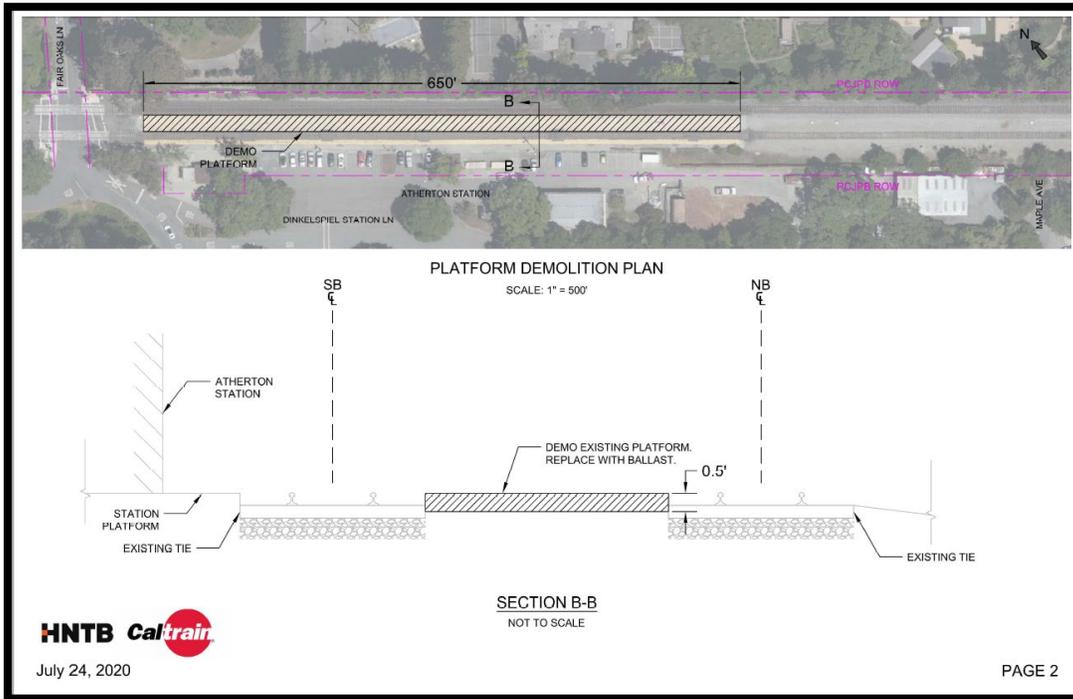


Exhibit D
 Funding and Implementation Schedule

Description	Implementing Agency	Agency Responsible to Secure Funding	Funding Estimate	Trigger Event	Estimated Start Date	Estimated Completion Date
Station Closure	JPB	JPB	N/A	MOU Execution and Regulatory Compliance	November, 5 2020	February 1, 2021
Safety Fencing (Temporary)	JPB	JPB	\$200,000	Closure Date (1 week)	December 1, 2020	February 1, 2021
Safety Fencing (Permanent)	JPB	JPB	\$800,000	Closure Date (12 months)	December 1, 2020	December 1, 2022
Platform/Crossing Removal	JPB	JPB	\$400,000	Closure Date (6 months)	December 1, 2020	June 1, 2021
Station Area Maintenance and Use Agreement	Town/JPB	Town for area maintenance	N/A	Completion of Safety Fencing	December 8, 2020	December 8, 2025
Watkins Avenue Crossing Safety Improvements	JPB	JPB	\$5,000,000	Design completion w/in 6 months of closure Construction w/in 3 years of closure	December 1, 2020	December 1, 2023
JPB Contribution toward Atherton Station Property Site Improvements and Access Improvements	Town	JPB and Grants	\$400,000	Funding will be sought w/in 60 days of closure Completion w/in 5 years of funding	February 28, 2021	February 28, 2026

MAINTENANCE AND USE AGREEMENT

This Maintenance and Use Agreement (“**Agreement**”) is entered into as of this _____ day of October, 2020 (“**Effective Date**”), by and between the PENINSULA CORRIDOR JOINT POWERS BOARD, a public agency (“**JPB**”), referred to herein as “Railroad,” or “Railroad” and the TOWN OF ATHERTON, a municipal corporation (“**Town**”).

RECITALS:

A. Railroad is the owner of the peninsula corridor right-of-way (“**Right-of-Way**”), and specifically that certain real property which is located at what is now designated as 1 Dinkelspiel Station Lane, in the Town of Atherton, County of San Mateo, State of California, in the vicinity of MP 27.7, generally known as APN 060 321 180 and 060 321 190, more specifically described in Exhibit A which is attached to this Agreement and incorporated into it by this reference (the “**Property**”). TransitAmerica Services, Inc. (“**Operator**”), under Agreement with Railroad, operates the Peninsula Commute Service on the Right-of-Way, of which the Property is a part, and oversees maintenance of the Right-of-Way, including the Property.

B. Town wishes to utilize the Property for public access and use purposes and to construct certain structural and landscaping improvements, as more completely outlined in Exhibit B (the “**Improvements**”) and to use and maintain the Improvements through at least June 30, 2040 (collectively, the “**Work**”).

C. Town desires to obtain rights from Railroad that will permit Town to enter onto and access Railroad’s Property in connection with the Improvements and the Work.

D. Railroad desires to delegate maintenance responsibility of the Property to the Town.

E. Railroad is willing to enter into the Agreement with Town on the terms and conditions hereinafter set forth for the purposes of performing said Improvements and Work.

FOR VALUABLE CONSIDERATION, the receipt of which is acknowledged, the parties agree as follows:

1. Grant of License. Subject to the conditions, covenants and restrictions of this Agreement, Railroad grants to Town a personal, revocable license to enter the Property for the purposes of conducting general municipal activities on the Property, including civic events, and to allow the Town and its contractors to construct and maintain the Improvements on the Property. Railroad further grants to the Town, a revocable license to access the Improvements and Work for vehicular and pedestrian access, including ingress and egress, and for parking purposes for the Term of this Agreement.

2. Permanent Improvements. Upon completion of the Improvements shall become property of Railroad; however, the Town shall be responsible for all maintenance of the Improvements during the Term of the Agreement.

3. Work Procedures. The parties intend that any construction or maintenance activities that have the potential to foul the railroad tracks or impair the safety of rail operations will be conducted in accordance with the Railroad's Work Procedures described in Exhibit D and its Operating Systems Interface, Exhibit E1, both of which are attached hereto and by this reference made a part hereof.

(a) Construction Activities: Town shall advise Railroad at least 30 days in advance of the start of work to construct the Improvements on the Property. The parties shall discuss which activities involved in constructing the Improvements will need to follow the Work Procedures. The parties will follow a similar process with regard to any future construction on the Property.

(b) Maintenance Operations: Town may engage in maintenance operations outside of the barrier fence, including access, general maintenance activities, parking, and landscape maintenance, provided they do not involve the use of equipment or machinery that has the potential to foul the tracks. Property maintenance operations that has the potential to foul the tracks shall be coordinated with Railroad to determine if safety measures need to be followed. Otherwise, ordinary maintenance activities will not need to follow the Work Procedures and need not be coordinated with Railroad.

4. Condition to Effectiveness. As a condition precedent to the effectiveness of this Agreement, Town shall have provided to Railroad insurance certificates that certify that Town has the kinds of insurance described in Exhibit E2, attached hereto and by this reference made a part hereof.

5. Non-exclusiveness of Agreement. Railroad's grant of license to Town is nonexclusive and nonpossessory in that Town must allow access to the Property by other parties possessing prior rights, unless separate arrangements are made with such parties. As a condition precedent to the effectiveness of this Agreement, Railroad shall provide Town with a list and contact information for all parties having rights over the Property of which Railroad is aware.

6. Prior Rights. This Agreement is made subject and subordinate to the prior and continuing right and obligation of Railroad, its successors and assigns, to use the Right-of-Way in the performance of its transportation operations. There is reserved unto Railroad, its successors and assigns, the right to construct, reconstruct, maintain and use existing and future facilities and appurtenances, including, without limitation, existing and future transportation, communication, railroad tracks and pipeline facilities and appurtenances in, upon, over, under, across and along the Right-of-Way.

This grant is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title that may affect the Right-of-Way.

The word “grant” shall not be construed as a covenant against the existence of any of these or establish any ownership interest in the Right-of-Way.

7. Term of Agreement. The term ("**Term**") of this Agreement shall commence upon the start of the Work upon the Property and shall continue for a period of twenty (20) years from the Effective Date unless the Agreement is terminated or suspended as set forth herein. The term shall be automatically extended for additional five-year terms unless Railroad notifies Town of its intent to have the Agreement terminate at least 180 days prior to the expiration of the then-current five-year term.

(a) Town may terminate this Agreement without cause by giving thirty (30) calendar days' written notice.

(b) Railroad may immediately terminate Town's license by written notice to Town upon Town's discontinuance of the Work for one continuous year or the abandonment of any facilities installed on the Property.

(c) Railroad may immediately suspend the license by written notice to Town if Town defaults with respect to any covenant or condition of this Agreement; Railroad may immediately terminate this Agreement by written notice to Town if Town fails to correct the default within ninety (90) days after receipt of notice from Railroad to do so.

(d) Railroad may immediately terminate or suspend this Agreement by notice to Town upon any failure of Town to reimburse Railroad for any amount owing as and when due as provided in this agreement with Railroad.

(e) Town acknowledges that it will use the Property pursuant to the Agreement with the express knowledge that Railroad may conduct Transit Activities on, around, under or over the Property. Transit Activities include, but are not limited to, any activities relating to the study, design, development, construction, maintenance, operation, mapping, testing, or surveying of transportation systems (collectively "**Transit Activities**"). In the event Railroad determines that it needs to obtain possession of all or a portion of the Property, or needs to place restrictions on Town's use of the Property for Transit Activities, Railroad will give Town ninety (90) days' notice prior to the date Town must vacate the Property, a portion of the Property or restrict the Town's use of the Property ("**Surrender Date**"). If Railroad requires the entire Property or its Transit Activities substantially impairs Town's Use, on or before the Surrender Date, Town must peaceably surrender possession of the Property and this Agreement will be deemed terminated except for those terms intended to survive termination. TOWN HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO RECEIVE BENEFITS UNDER FEDERAL AND STATE UNIFORM RELOCATION ACTS (UNITED STATES CODE TITLE 42, SECTION 4601 ET SEQ.; CALIFORNIA GOVERNMENT CODE SECTION 7260 ET SEQ.) AS A RESULT OF RAILROAD'S USE OR POSSESSION OF ANY PORTION OF THE PROPERTY.

(f) Upon suspension of the Agreement, Town shall immediately vacate the Property and refrain from entering onto it until the Agreement is reinstated in writing by

Railroad. Upon termination of the Agreement for any reason established in this Section 7, Railroad shall accept the property in an "as is where is" condition and may, at its sole election, at any time thereafter either complete the Work or remove the Improvements placed on the Property or any portion thereof. Town acknowledges and agrees that the performance of the Work or the installation of any Improvements on the Property pursuant to this Agreement shall not in any way whatsoever limit Railroad's right to terminate this Agreement pursuant to the terms hereof or any of Railroad's rights hereunder. Town's indemnity obligations set forth in Sections 10, 11, and 12 shall survive termination of this Agreement for any reason.

8. Fiber Optics Systems. The rights granted by this Agreement are subject to the rights of Railroad (or anyone acting with the permission of Railroad) to construct, reconstruct, maintain and operate fiber optic and other telecommunications systems ("**Systems**") in, upon, along, across and beneath the Right-of-Way, including the Property upon which the Work shall be conducted.

9. Assumption of Risk/Waiver of Claims. Town shall assume all risk of damage to any and all Improvements constructed as part of the Work and appurtenances and to any other personal property of Town while upon or near the Property of Railroad incident to the performance of the Work, caused by or contributed to in any way by the construction, operation, maintenance or presence of the Improvements on the Property and Railroad shall not be liable therefor.

(a) Neither Railroad nor any of its directors, officers, agents or employees shall be liable for any damage to the property of Town, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the Property as a result of Town's Work, Improvements, or its use.

(b) Town acknowledges that this Agreement is freely revocable by Railroad and in view of such fact, Town expressly assumes the risk of making any expenditures in connection with this Agreement, even if such expenditures are substantial. Without limiting any indemnification obligations of Town or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, Town fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, Indemnitees (as defined in Section 10 below) under any present or future laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under law or equity, in the event that Railroad exercises its right to revoke or terminate this Agreement.

(c) Town acknowledges that it will not be a displaced person at the time this Agreement is terminated or revoked or expires by its own terms, and Town fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, Indemnitees under any present or future laws, statutes, or regulations, including, without limitation, any and all claims for relocation benefits or assistance

from Railroad under federal and state relocation assistance laws.

(d) Town expressly acknowledges and agrees that Railroad would not be willing to give this Agreement in the absence of a waiver of liability for consequential or incidental damages due to the acts or omissions of Railroad or its Agents, and Town expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Town or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, Town fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against for consequential and incidental damages (including without limitation, lost profits and covenants not to sue Indemnites for such damages arising out of this Agreement or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Town pursuant to this Agreement, regardless of the cause, and whether or not due to the negligence of Railroad Indemnites, except for the gross negligence and willful misconduct of Railroad.

(e) As part of Town's agreement to accept the Agreement Area in its existing condition, and without limiting such agreement, Town on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, Railroad Indemnites, and their respective heirs, successors, administrators, personal representatives and assigns, from any and all Claims, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Property and any related improvements or any law or regulation applicable thereto or the suitability of the Agreement Area for Town's intended use.

(f) In connection with the foregoing releases, Town acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Town acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Town realizes and acknowledges that it has agreed upon this Agreement in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any termination of this Agreement.

10. Indemnity. Town shall release, defend (with counsel reasonably satisfactory to Railroad) and indemnify the Peninsula Corridor Joint Powers Board, the City and County of San Francisco, the Santa Clara Valley Transportation Authority and the San Mateo County Transit District, the Union Pacific Railroad Company and TransitAmerica Services, Inc. and all of their

respective officers, directors, employees, volunteers and agents, the successors and assigns of any of them, (all of the above hereinafter collectively known as “**Indemnitees**”), from and against all claims, causes of action, proceedings, losses, damages, liability, cost, and expense (including, without limit, any fines, penalties, judgments, litigation costs, attorneys’ fees and consulting, engineering and construction costs) for damage to natural resources or other loss of or damage to property and for injuries to or death of any person (including, but not limited to, the property and employees of each party) (“**Liability**”) when arising or resulting from the use of the Property or performance of the Work by Town, its agents, employees, contractors, subcontractors, or invitees or Town’s breach of the provisions of this Agreement. The duty of Town to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. It is the express intent of the parties that Town will indemnify and hold harmless Indemnitees from any and all claims, suits or actions arising from any cause whatsoever as set forth above regardless of the existence or degree of fault or negligence on the part of Indemnitees, Town, or any subcontractor or employee of any of these, except to the extent the Liability was attributable to the gross negligence, willful misconduct or criminal acts of a particular Indemnitee, it being understood and agreed that any Indemnitee not acting in such a manner shall still be entitled to the benefits of this indemnity. Town waives any and all rights to any type of express or implied indemnity against Indemnitees. This indemnity shall survive termination of this Agreement. It is the intention of the parties that should any term of this indemnity provision be found to be void or unenforceable, the remainder of the provision shall remain in full force and effect.

11. Hazardous Materials. No Hazardous Materials (as defined below) shall be created, stored, used, disposed of, brought to or handled at any time upon the Property, except Hazardous Materials contained in or used in connection with construction equipment necessary for the operation of such equipment or vehicle being used for work which is authorized on the Property under this Agreement. In conducting its operations on the Property, and in arranging for the handling, transport and disposal of any materials known (whether or not hazardous), Town shall at all times comply with all applicable laws, statutes, ordinances, rules, regulations or orders of whatever kind or nature and pay all costs of such compliance. Town shall immediately notify Railroad when Town learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on or about the Property. The term “release” or “threatened release” when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Property. Town shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event that a Town or its Agents or Invitees cause a release of Hazardous Material, Town shall, without cost to Railroad and in accordance with all laws and regulations, return the Property to the condition immediately prior to the release. In connection therewith, Town shall afford Railroad a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material.

Any Hazardous Materials introduced onto the Property by Town, its agents, employees, contractors, subcontractors or invitees, shall remain the property of Town, its agents, employees, contractors, subcontractors or invitees, which shall be responsible for disposing of these materials at no cost to Railroad or any Indemnitee, and Town shall be obligated to defend, indemnify and hold Indemnitees harmless from any and all Liability arising from it, regardless of whether such Liability arises during or after the term of this Agreement. This indemnity shall not extend to Liability arising from the presence of any Hazardous Materials on the Property, unless (i) such Hazardous Materials were introduced onto the Property by Town, its agents, employees, contractors, subcontractors or invitees, in which case this indemnity shall apply, or (ii) Hazardous Materials are present on the Property, and Town's handling, excavation, relocation, investigation, disposal or other exercise of control over the Property imposes on the Railroad new or additional liability, which the Railroad would not otherwise have incurred in the absence of Town's activities or project. (In such event, Town shall pay for and defend and indemnify Indemnitees from and against such additional liability to the extent it exceeds that liability which the Railroad would have incurred in the absence of Town's activities or project.)

Any Hazardous Materials not introduced onto the Property by Town, its agents, employees, contractors, subcontractors or invitees shall remain the property of the Railroad (or other responsible third parties) and shall not be deemed property of Town.

For purposes of this Agreement, "**Hazardous Material**" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.) or pursuant to Section 25316 of the California Health and Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health and Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Property or are naturally occurring substances on the Property, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. This indemnity shall survive termination of this Agreement. It is the intention of the parties that should any term of this indemnity provision be found to be void or unenforceable, the remainder of the provision shall remain in full force and effect.

12. Compliance with Laws. Town shall comply, at Town's expense, with all applicable laws, regulations, rules and orders with respect to the use of the Property, regardless of when they become or became effective, including, without limitation, those relating to construction, grading, signage, health, safety, noise, environmental protection, hazardous materials, waste disposal and water and air quality, and furnish satisfactory evidence of such compliance upon request of Railroad. Before beginning work on the Property, Town shall also obtain, at Town's expense, any and all permits, licenses and approvals required for construction and operation of

the Improvements and shall provide Railroad with copies of such approvals. Under no circumstances shall Town damage, harm or take any rare, threatened or endangered species on or about the Property.

13. Notices. All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or by overnight courier, to the appropriate address indicated below or at such other place or places as either Railroad or Town may, from time to time, respectively, designate in a written notice given to the other. Notices shall be deemed sufficiently served four (4) days after the date of mailing or upon personal delivery.

To Town:	Town of Atherton 150 Watkins Avenue (Temporary Trailers) Atherton, CA 94027 Attn: George Rodericks, City Manager
To Railroad:	Peninsula Corridor Joint Powers Board 1250 San Carlos Avenue P.O. Box 3006 San Carlos, CA 94070-1306 Attn: General Manager/Executive Director
With a copy to:	Hanson Bridgett LLP 425 Market Street, 26th Floor San Francisco, CA 94105-2173 Attn: Joan Cassman, Esq.
To Operator:	TransitAmerica Services, Inc. 93 Cahill Street San Jose, CA 95110 Attn: General Manager

Day-to-day communications shall be directed to JPB's Engineer, Bin Zhang (Tel: (650) 508-7999; Email: zhangb@samtrans.com) and to Town's Director of Public Works, Robert Ovadia (Tel: (650)752-0541; Email: rovia@ci.atherton.ca.us)

14. Successors and Assigns. Town shall not assign nor sublet, in whole or in part, any rights covered by this Agreement, or permit any other person, firm or corporation to use, in whole or in part, any of the rights or privileges granted pursuant to this Agreement, without first obtaining the written consent of the Railroad.

15. No Waiver. No waiver of any default or breach of any covenant of this Agreement by either party shall be implied from any omission by either party to take action on account of

such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the waiver, and then the waiver shall be operative only for the time and to the extent stated. Waivers of any covenant, term or condition by either party shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by either party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.

16. Severability. Each provision of this Agreement is intended to be severable. If any term of provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

17. Attorneys' Fees. If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in the proceeding shall receive, in addition to all court costs, reasonable attorneys' fees.

18. Condemnation. In the event all or any portion of the Property is condemned for public use, Town shall receive compensation only in the amount awarded for the taking and damaging of Town's facilities related to the Work and Improvements, including replacement of facilities and improvements in-kind. Any additional compensation for damages for taking the Property or Town's license interest thereon awarded to Town shall be assigned to Railroad.

19. Governing Law. The rights and obligations of the parties under this Agreement shall be interpreted in accordance with the laws of the State of California, San Mateo County, as applied to contracts that are made and performed entirely in California.

20. Effect of Headings. The headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions

21. Integration. This Agreement, along with the Memorandum of Understanding dated [REDACTED] between Railroad and Town, constitutes the complete expression of the agreement between the parties and supersedes any prior agreements, whether written or oral, concerning the subject of this Agreement, which are not fully expressed in this Agreement. The parties intend this Agreement to be an integrated agreement. Any modification of or addition to this Agreement must be in writing signed by both parties.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year

first above written by their duly authorized representatives.

Peninsula Corridor Joint Powers Board

Town of Atherton

By: _____
Michelle Bouchard
Title: Chief Operating Officer, Rail

By: _____
Name: George Rodericks
Title: City Manager

APPROVED AS TO FORM:

Attorney

Exhibit A

Maintenance and Use Area

THE ATHERTON STATION:

That certain parcel of land situated in the Town of Atherton, County of San Mateo, conveyed to the State of California by said State Deed No. 47224, more particularly described as PARCEL 21 (47224-1) as follows:

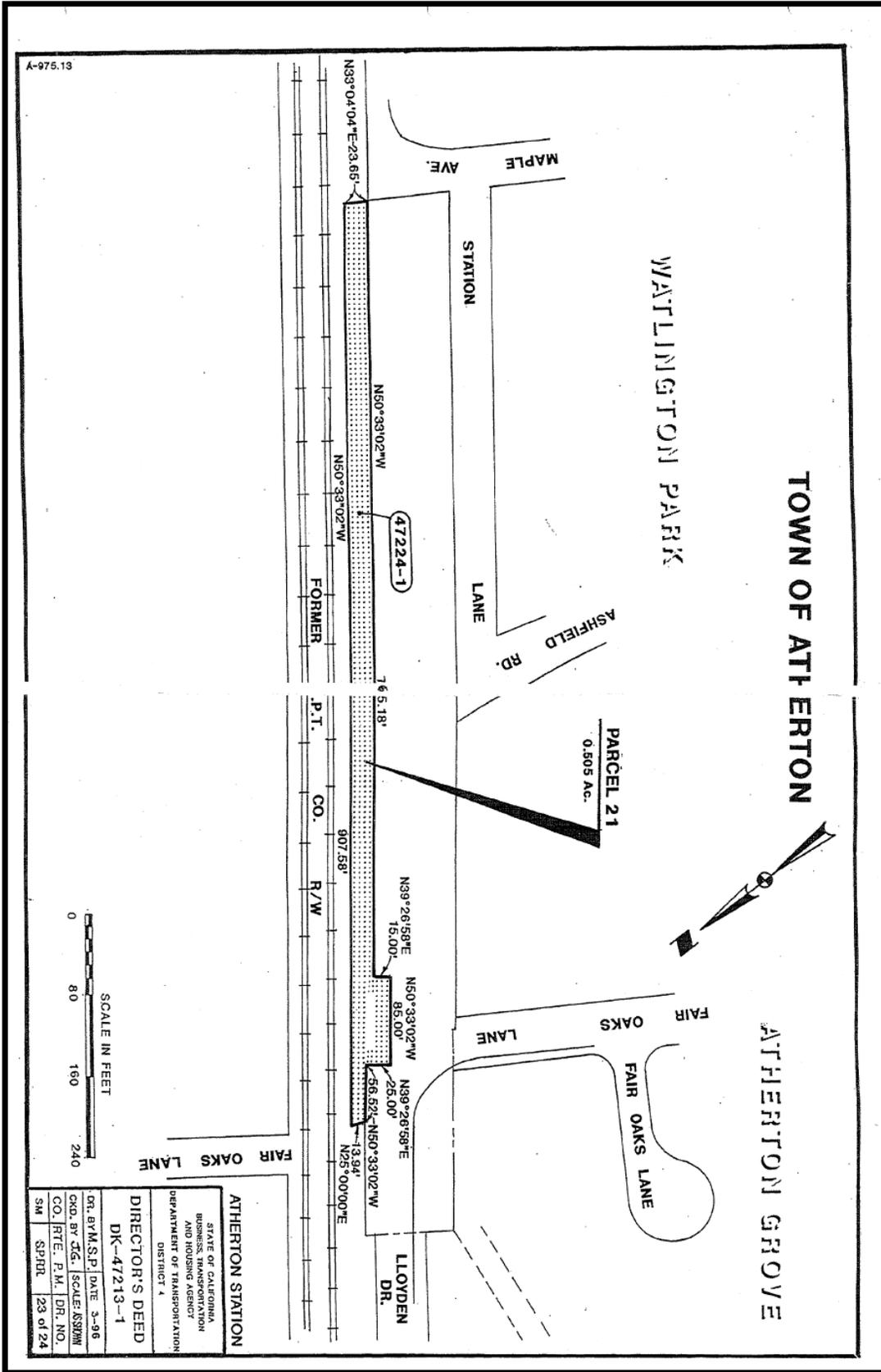
PARCEL 21 (47224-1):

COMMENCING at the southwesterly terminus of the course described in that parcel of land with a length of 25.00 feet in the deed to the Town of Atherton recorded May 3, 1968 in Volume 5469, Page 293, Official Records of San Mateo County; thence along said course and the northeasterly line of said parcel North 39°26'58" East, 25.00 feet and North 50°33'02" West, 56.52 feet; thence North 25 °00'00" East, 13.94 feet to a line parallel with, distant southwesterly, at right angles, 18.50 feet from the center line of the former Southern Pacific Transportation Company eastbound main track (San Francisco-San Jose); thence along said parallel line South 50°33'02" East, 907.58 feet to the northeasterly prolongation of the northwesterly line of Maple Avenue; thence along said prolongation South 33°04'04" West, 23.65 feet to the southeasterly extension of the northeasterly line of the parcel of land described in said deed to the Town of Atherton (5469 OR 293); thence along said extension and said northeasterly line North 50°33 '02" West, 765 .18 feet, South 39°26'58" West, 15 .00 feet and North 50°33 '02" West, 85 .00 feet to the point of commencement.

CONTAINING 0.505 of an acre, more or less.

Together with that portion of land underlying Fair Oak Lane, described as follows:

Bounded northeasterly by said parallel line, southwesterly by the northeasterly line of said parcel to Town of Atherton, northwesterly by the center line of said Fair Oak Lane and southeasterly by the northwesterly line of the above described 0.505 of an acre parcel of land.





BOARD OF DIRECTORS 2020

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JIM HARTNETT
 EXECUTIVE DIRECTOR

January 8, 2020

George Rodericks, City Manager
 Town of Atherton
 150 Watkins Ave.
 Atherton, CA 94027

Dear City Manager Rodericks,

We understand that the Town of Atherton has expressed interest in exploring service levels at the Atherton Station ranging from full service to closure. We believe that the closure of the Station will provide benefits to both the Town and the overall Caltrain system as further discussed below. I am writing to request official support from the Town of Atherton for the closure of the Atherton Caltrain station. Caltrain is prepared to work closely with the Town on several actions that can improve safety and help facilitate the station closure.

Background on the Atherton Caltrain Station

Regular weekday service to the Atherton station was suspended in 2005. At that time, average weekday ridership was approximately 122 passengers per day. Today, the Atherton Caltrain Station currently receives limited, weekend-only service every 90 minutes and is used by approximately 114 riders per average weekend day. By comparison, Atherton's neighboring stations (Redwood City to the north and Menlo Park to the south), average 4,220 and 1,639 boardings respectively per weekday and 523 and 435 boardings per average weekend day.

The Atherton station is also a "center-boarding" station, meaning that its platforms are arranged in a manner that features pedestrian crossings of the tracks to access the boarding platform. This configuration limits train operations through the station, as trains operating in the other direction must "hold out" while a train is boarding. While Caltrain previously had a number of such stations within its system, most have either been rebuilt or closed over the course of the last 20 years. Atherton and Broadway station in Burlingame are the only remaining stations with a center boarding configuration. (The Broadway station is proposed to be rebuilt to current standards as part of the planned grade separation of the Broadway grade crossing.)

Caltrain made a policy commitment to restore regular weekday service to the Atherton station following the electrification of the corridor. This commitment was documented in the 2015 Environmental Impact Report for the Peninsula Corridor Electrification

George Rodericks, City Manager

January 8, 2020

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Project. Caltrain is requesting the support of the Town in revisiting this policy decision for the reasons described below.

Station Closure Rationale and Benefits

Since weekday service to Atherton was suspended in 2005, weekday ridership on the Caltrain system as a whole has grown tremendously, expanding from approximately 26,000 to well over 60,000. Caltrain expects demand for its services to continue to grow in the future as communities up and down the corridor intensify their land uses and congestion on parallel highways and roads grows worse.

Serving this increased demand is challenging and the railroad struggles to balance maintaining auto-competitive travel times while also providing service to the many, closely spaced stations along the line.

As we plan for the future of our service, it is clear that the railroad will not be able to provide every station with the level of service that its surrounding community might desire. In general, adding new service (or 'stops') to trains is a zero sum game--either requiring that a stop be re-allocated from elsewhere in the system or that the entire train be slowed by several minutes, degrading the railroad's ability to compete with auto travel in terms of travel times.

The lower density, residential character of the land uses around the Atherton station suggest that the station is unlikely to generate significant future ridership, even with restored weekday service. Closure of the Atherton station would allow Caltrain to re-allocate service that would have been provided to Atherton to nearby stations where denser land uses will generate more ridership and provide a broader benefit to the public as a whole. Our analysis of ridership and land use trends suggests that if we are able to reallocate service from Atherton to adjoining stations, Caltrain could increase its daily ridership by ~300-500. Closure of the Atherton station would also obviate the need for a future costly and disruptive station upgrade to remove the holdout rule, estimated (several years ago) at \$30 million--allowing these scarce funds to potentially be put towards other system improvements that will provide broader public benefit.

Residents of the Town of Atherton will also benefit from a station closure, including improved safety along the Caltrain line through more restrictive access to the track and platform area, reduced noise impacts from fewer trains stopping, and improved traffic flow with a reduction in future gate-down time. In addition, closure of the station will provide the Town the potential to use the portion of Caltrain station property no longer needed to support current Caltrain operations for staging and construction of its Town Center project and, potentially, facilitate a new use of this property to enhance the Town Center development.

George Rodericks, City Manager

January 8, 2020

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Proposed Actions Supporting the Closure

Caltrain requests formal Town support for the station closure. Caltrain will support this action by pursuing funding and taking action to plan and construct several projects that support the closure and provide mitigating benefits to the Town. These actions (estimated at a cost of \$7-9 million) include:

- Construction of a right-of-way fence separating the current station from the Town Center property; removal of the existing center station platform and track crossings.
- Removal of station furnishings (ticket vending machines, bike lockers) and modify the station shelter to better integrate with the Town Center.
- Implementation of grade crossing safety improvements at Watkins Avenue, potentially including installation of quad gates.

Caltrain will also work cooperatively with the Town to explore the feasibility of a new path extending south of Watkins Avenue, on property adjacent to, but not within, the Caltrain right-of-way. Engagement of the City of Menlo Park and third party land owners would be needed as part of any feasibility assessment. This path could provide a more direct and convenient connection to the Menlo Park Caltrain Station. If the path were found to be feasible, Caltrain would work with the Town to identify funding opportunities.

We ask the Town to help support these actions by coordinating station modifications with the Town Center project (e.g. shelter modifications and landscape plans), supporting Caltrain funding applications and participating in the path feasibility study. We also expect the Town to enter into a lease for any portion of Caltrain property used as part of the Town Center. In return, we ask the Town to confirm that there are no plans for grade separations at Fair Oaks and Watkins Ave and those will remain at-grade crossings.

The closure of the station, along with the closure of the pedestrian crossings that access the station platform, would also eliminate the need for trains to sound horns as they approach the station. Currently, under the requirements of the California Public Utilities Commission and Caltrain's own operating rules, horns must be sounded for safety purposes as trains approach the station and its pedestrian crossings. It is understood that the Town may pursue approval of an expanded Quiet Zone as a result of the station closure and safety improvements at Watkins Avenue, which, combined with the closure of the station, would significantly expand the area in which horns are not sounded. Caltrain will cooperate with that effort.

George Rodericks, City Manager

January 8, 2020

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Next Steps

We would like formal Town concurrence with the complete and permanent station closure. Your action on the station closure will initiate a Caltrain process to identify potential impacts, undertake environmental clearance, and develop a station closure resolution. This process will take approximately 5 to 6 months. We also expect to develop a Memorandum of Understanding (MOU) with the Town that would further define and memorialize the proposed actions. The MOU can be developed in the next few months and approved at the same time as the station closure resolution.

Thank you for considering this proposal. We believe it will be of substantial benefit to both the Town and Caltrain. We look forward to working closely with the Town in the future.

Sincerely,



Jim Hartnett

Caltrain Executive Director