

Paul L. Lenig
10 Chestnut Grove Road
Dillsburg PA 17019
717-877-4237

Prepared For;
Cecile Coble
10 Chestnut Grove Road
Dillsburg PA 17019
717-697-2105

29 May2012, reference PUC Docket No. C-20054723

Attached is a PDF file with points from document to reference to as points of non compliance of the referenced agreement

Also attached are two notated Doc files with pictures of the referenced issues. Comments follow;

- Item 6, the guard rail is only around half of the turn-around on the North cul de sac. This leaves open banks on edge of turn-around without any warning or indicator.
- Item 8, the ground on the north side has a gentle slope to the tracks allowing foot traffic easy access to the railroad tracks. There has been no attempt to restore the natural contour of the land.
- Item 9, the ground on the South side remains as a gentle slope with easy access to the railroad track for walkers, bicycles or even automobiles. There has been no attempt to restore the ground to its original drainage. The water still backs up into the property removing access for use to the owner after any rain occurrence.
- Item 10, this has not been even attempted and remains effectively open.
- Referring to the attached map in the PDF file, the seeding was performed on clay under-soil without the application of topsoil. This was done even though the area they seeded was to be removed, lowered to the original land contour, topped with six inches of topsoil then limed and seeded per the above listed points and the direction of the map details (enclosed).

As you can see with a cursory inspection, the jobsite in many ways does not comply with the written agreement and the work, as done, is not a part of any agreement superseding the original agreement. Since these issues are related to the crossing safety as well as the non-compliance of agreement, we strongly believe these issues should be addressed as soon as possible.

Thank you,



cc
Paul L. Lenig
Cecile Coble
Carroll Township
Nauman Smith, Benjamin C. Dunlap, Jr.
Pennsylvania Public Utility Commission, Bureau Directors Office

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PA PUC
SECRETARY'S BUREAU

Nauman Smith

Attorneys At Law

Please Reply to:
P. O. Box 840
Harrisburg, PA 17108-0840

Benjamin C. Dunlap, Jr.
E-mail: bdunlapjr@nssh.com
Telephone Extension 21

Office Address:
200 N. Third Street, 18th Floor
Harrisburg, PA 17101

February 9, 2011

HAND DELIVERED

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265


**In re: Cecile and Edward Coble, Complainants v. Norfolk Southern Railway Company; Carroll Township; York County; Dillsburg Borough; and Commonwealth of Pennsylvania, Department of Transportation
PUC Docket No. C-20054723**

Dear Secretary Chiavetta:

I enclose an original and three (3) copies of a Stipulation of Settlement among the parties for filing in the above-referenced matter. In accordance with the accompanying Certificate of Service, a copy of the Stipulation of Settlement has been served on all parties of record in this proceeding.

Please timestamp the additional copy provided and return to our messenger. If you have any questions, please don't hesitate to contact our office.

Sincerely yours,


Jeannette Chelgren, Secretary to
Benjamin C. Dunlap, Jr., Esquire

Enclosures

cc: All Parties of Record (w/encs.)
Randal S. Noe, Esquire (w/enc.)

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3. That in addition to the Cobles, property of the Petrones needs to be appropriated for the project, and that as such the Petrones should be added as a party to this proceeding.

4. That in addition to the Cobles, a portion of the vacated roadway will revert to the Richwines and Guidaras, and that as such they should be added as parties to this proceeding.

5. The Cobles and Petrones agree to waive any right to compensation for the appropriation of their property as described in Exhibit "B", due to an otherwise betterment of their property that they will experience due to the roadway vacations as described in Exhibit "B."

6. Norfolk Southern will install, at its sole cost and expense, wooden (pressure treated) guide rail as a barrier to the creek and the Coble and Petrone properties on the north side of the former crossing. The Township agrees to accept future maintenance of these wooden guide rail as part of its roadway maintenance responsibilities.

7. Norfolk Southern agrees to install, at its sole cost and expense, a chain-with-lock for private access onto the Petrones' property from the cul-de-sac on the north side of the former crossing. The Petrones agree to accept future maintenance responsibility for this chain with lock.

8. In effecting the crossing closure on the north side of the former crossing, Norfolk Southern will use the ground on the sloped roadway approach to construct the cul-de-sac. Norfolk Southern will attempt to restore the natural contour of the land on the north side of the former crossing, within the confines of providing any necessary depth of ground cover for the fiber optic lines located on that side of the former crossing. Norfolk Southern will also attempt to minimize drainage from its right of way onto the Cobles' property on the north side of the crossing.

9. On the south side of the former crossing, Norfolk Southern will use the ground on the sloped roadway approach to the former crossing as fill for the cul-de-sac on that side. Norfolk Southern will clean out the drainage and attempt to restore the original drainage on the south side of the former crossing.

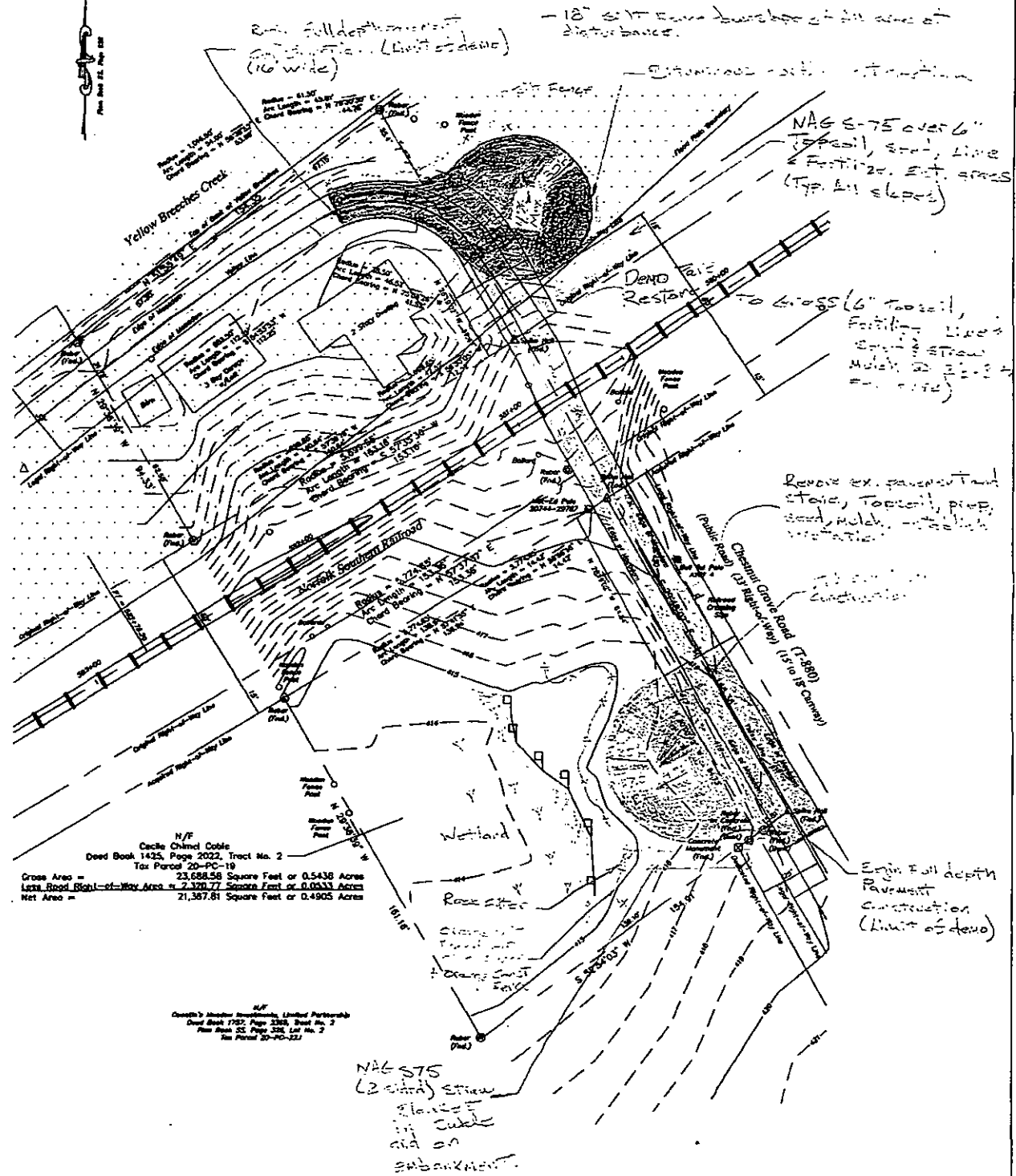
10. All parties agree that because the sloped roadway approaches to the former crossing will be removed, making the former crossing inaccessible to vehicular traffic, that barricades to prevent access to the former crossing are unnecessary.

11. Work on the north and south side of the crossing will require a road occupancy permit from the Township. The Township will charge the cost of that permit toward its cost allocation for the crossing abolition pursuant to Ordering Paragraph 8 of the Commission's Opinion and Order entered March 10, 2008.

12. The roadway closure and cul-de-sac construction may require Metropolitan Edison and Verizon to move their poles on the south side of the former crossing. Norfolk Southern and the Township agree to cooperate with these utilities should their facilities be affected by the work. The work to move these poles, if necessary, shall be at the respective non-carrier utility's sole cost and expense, pursuant to Ordering Paragraph 9 of the Commission's Opinion and Order entered March 10, 2008.

13. Following the closure of the roadway and the abolition of the crossing, the Township will install "No Outlet," "Dead End" or other appropriate signs at the entrance to Chestnut Grove Road on the northern side of the crossing and "No Outlet," "Dead End" or other appropriate signage on the southern approach to the former crossing. In addition, "No Parking," or other similar signs shall be installed in the cul-de-sacs on both sides of the crossing. Carroll

- Location may be adjusted slightly to avoid large Maple Tree.
- Maintain positive drainage away from the house to street.
- 18" SFT Edge trenches at all sides of disturbance.



N/F
 Cecile Chimed Coble
 Deed Book 1425, Page 2022, Tract No. 2
 Tax Parcel 20-PC-19
 Gross Area = 23,088.56 Square Feet or 0.5438 Acres
 1228 Road Right-of-Way Area = 2,370.77 Square Feet or 0.05433 Acres
 Net Area = 21,367.81 Square Feet or 0.4905 Acres

N/F
 George's Mother Investments, Limited Partnership
 Deed Book 1757, Page 2365, Book No. 2
 Tax Parcel 20-PC-22
 Gross Area = 21,367.81 Square Feet or 0.4905 Acres
 Net Area = 21,367.81 Square Feet or 0.4905 Acres

NAG 575
 (2 sides) Street
 Sloped
 in Curb
 and on
 Subbankment.

DATE	1-2
SCALE	0
BY	
CHECKED	
APPROVED	
DATE	
BY	
CHECKED	
APPROVED	

SKETCH OF ROADWAY ABANDONMENT
 CARROLL TOWNSHIP
 YORK COUNTY, PENNSYLVANIA

CARROLL TOWNSHIP
 303 Cleveland Green Road
 Chambers, Pennsylvania 17019
 Tel 717.423.4851

SEAL

NO.	DATE	REVISIONS	COMMENTS



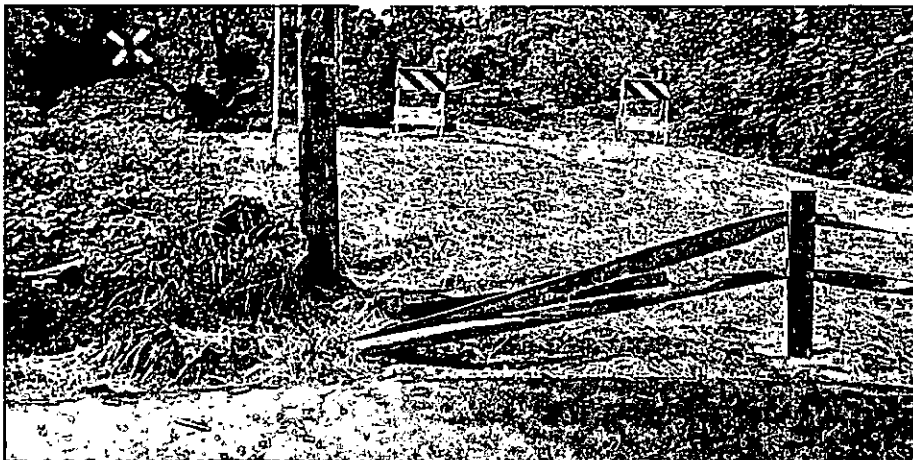
Top picture showing the dropoff at edges of ramp. This ramp is not to exist. The land was directed to be brought to original drainage grade.

This second picture is to show the gentle

grade access to the tracks on the south side. This was directed to be removed and lowered



to original drainage level, preventing access to tracks and eliminating the need for gates. The third picture is of the slope on the north side of the tracks allowing walking access to



tracks. This is in opposition to the written agreement of closure which was to lower the bank to original drainage level.

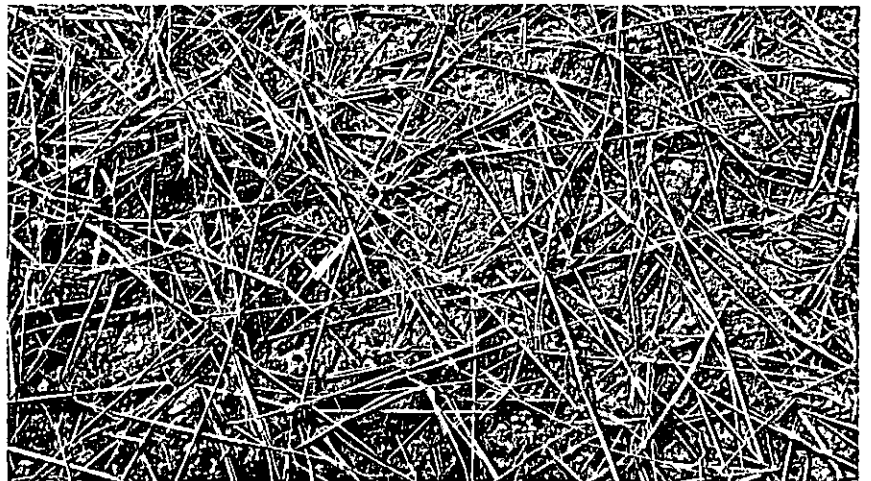
Two Sample pictures of clay surface which was supposed to be topsoil.

One picture of the clay topping holding water in area that was directed to be at least six inched topsoil.

The second picture is of the seeded area which is clay and is not taking the seeding as well as the last picture.

One picture on bottom where the same seeding was over sprayed onto topsoil at edge of ramps.

There is no six inch layer of topsoil and there was no liming of the areas that had no topsoil. The ramps are not even supposed to be there, but are to be removed per original agreed upon document.





*From the office of
Scott Perry
Member, 92nd District*

E-mail: sperry@pahousegop.com

Web: www.repperry.com

54 East Wing
PO Box 202092
Harrisburg, PA 17120-2092
Phone: (717) 783-8783
FAX: (717) 772-9869

725-D North U.S. Route 15
Dillsburg, PA 17019
Phone: (717) 432-0792
FAX: (717) 432-0795
Toll Free: 1-800-283-1708



DATE

6/5/12

For Your Information As You Requested

June - Rep. Perry asked me to
forward the attached to you.
Rep. Perry will call you to
discuss. Thanks!

Lisa