

ORIGINAL

Steven B. Garfunkel
Assistant General Attorney



Law Department
Terminal Tower
P. O. Box 6419
Cleveland, Ohio 44101
216 623 2463

May 29, 1981
RECEIVED
SECRETARY'S OFFICE
PUBLIC UTILITY
COMMISSION
MAY 1 11 36 AM '81

Mr. William P. Thierfelder
Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17120

Re: Ralph D. Pratt, State Representative
v.

The Baltimore & Ohio Railroad Company, Department
of Transportation of the Commonwealth of Pennsyl-
vania, Borough of Ellwood City, Lawrence County,
Pennsylvania Power Company, Western Pennsylvania
Water Company, Columbia Gas of Pennsylvania, Inc.,
The Bell Telephone Company of Pennsylvania, and
The Pittsburgh and Lake Erie Railroad Company
Docket C-80041953

Dear Mr. Thierfelder:

Enclosed for filing with the Commission are the original
and three (3) copies of the Petition of The Baltimore and Ohio
Railroad Company in the above-captioned matter.

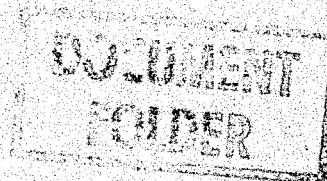
I hereby certify that a copy of said Petition has been
sent to all parties of record.

Very truly yours,

Steven B. Garfunkel
Steven B. Garfunkel

SBG/jb
Encl.

cc: Parties of Record - SEE ATTACHED LIST



The Chessie System railroads are the C&O, B&O, WM and affiliated lines. Chessie System, Inc.
is the parent for the railroads, Chessie Resources, Inc., Western Pocahontas Corp. and The Greenbrier.

May 29, 1981

Parties of Record:

Ralph D. Pratt, Esquire
602 Capitol Building
Harrisburg, PA 17120

Benjamin B. Wechsler, Esquire
1209 State Office Building
Pittsburgh, PA 15222

Edward Leymarie, Jr., Esquire
432 Fountain Avenue
Ellwood City, PA 16117

Richard A. Porach, Esquire
324 P&LE Terminal Building
Pittsburgh, PA 15219

Stephen L. Feld, Esquire
1 East Washington
New Castle, PA 16103

Richard A. Harper, Esquire
Courthouse
New Castle, PA 16101

John J. Gallagher, Esquire
Pennsylvania Public Utility Commission
631 North Office Building
Harrisburg, PA 17120

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

JUN 1 11 36 AM '81
RECEIVED
SECRETARY'S OFFICE
PUBLIC UTILITY
COMMISSION

RALPH D. PRATT, STATE REPRESENTATIVE)
)
v.)
)
THE BALTIMORE AND OHIO RAILROAD COMPANY,)
DEPARTMENT OF TRANSPORTATION OF THE)
COMMONWEALTH OF PENNSYLVANIA, BOROUGH)
OF ELLWOOD CITY, LAWRENCE COUNTY,)
PENNSYLVANIA POWER COMPANY, WESTERN)
PENNSYLVANIA WATER COMPANY, COLUMBIA)
GAS OF PENNSYLVANIA, INC., THE BELL)
TELEPHONE COMPANY OF PENNSYLVANIA, AND)
THE PITTSBURGH AND LAKE ERIE RAILROAD)
COMPANY)

C-80041953

DOCKETED
JUN 2 1981
C

PETITION OF THE BALTIMORE AND OHIO RAILROAD
COMPANY FOR MODIFICATION OF ORDER OR, IN
THE ALTERNATIVE, FOR REHEARING

Now comes The Baltimore and Ohio Railroad Company and requests that the Order in the above matter be modified by deleting paragraph 9 thereof which requires The Baltimore and Ohio Railroad Company and The Pittsburgh and Lake Erie Railroad Company to clean and paint the Fifth Street underpass. This petition is based on the following factors:

1. The original Complaint alleged that the lack of paint on the steel structure was causing possible corrosion thereby creating a hazard to vehicular and pedestrian traffic. No competent evidence in support of this allegation was presented.
2. The evidence was that the bridge, in its present condition, was an eyesore; there was no evidence of any existing

DOCUMENT
NUMBER

or imminent safety hazard to vehicular or pedestrian traffic.

3. The evidence presented by the engineers for Petitioner and The Pittsburgh and Lake Erie Railroad Company was that the bridge was structurally sound and that the lack of paint did not affect the load carrying capacity of the bridge or make it unsafe.

The Baltimore and Ohio Railroad Company requests that in light of the absence of any evidence whatsoever that the Fifth Street Bridge poses or is likely to pose a hazard to vehicular or pedestrian traffic in its present condition, that the within Order be modified by deleting paragraph 9 thereof. In the alternative, Petitioner requests a rehearing on that part of the Order addressed herein.



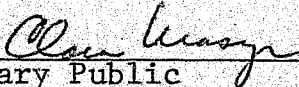
Steven B. Garfunkel
Attorney for
The Baltimore and Ohio Railroad
Company
P.O. Box 6419 - Terminal Tower
Cleveland, Ohio 44101
(216) 623-2463

AFFIDAVIT

Steven B. Garfunkel being duly sworn according to law, deposes and says that he is Assistant General Solicitor of The Baltimore and Ohio Railroad Company; that he is authorized to and does make this affidavit for it; and that the facts set forth above are true and correct to the best of his knowledge, information and belief and he expects the said Baltimore and Ohio Railroad Company to be able to prove the same at the hearing hereof.


Steven B. Garfunkel

Sworn and subscribed before me
this 29th day of May, 1981.


Notary Public
CLARA MASUGA, Notary Public
State of Ohio - Cuyahoga County
My Commission Expires April 21, 1984

July 13, 1981

IN REPLY PLEASE
REFER TO OUR FILE
C-80041953

Ms. Mary Ann Fleo, Secretary
Borough of Ellwood City
525 Lawrence Avenue
Ellwood City, PA 16117

RECEIVED

JUL 13 1981

SECRETARY'S OFFICE
Public Utility Commission

In re:

Ralph D. Pratt, State Representative

v.

The Baltimore and Ohio Railroad Company, Department of Transportation of the Commonwealth of Pennsylvania, Borough of Ellwood City, Lawrence County, Pennsylvania Power Company, Western Pennsylvania Water Company, Columbia Gas of Pennsylvania, Inc., The Bell Telephone Company of Pennsylvania, and The Pittsburgh and Lake Erie Railroad Company

Dear Ms. Fleo:

This Commission, in numbered Paragraph 4 of its order adopted April 3, 1981 (entered May 14, 1981), directed Borough of Ellwood City, within 90 days from date of service of the order, to provide the Commission with complete plans for the repair, strengthening or replacement of the sidewalks and sidewalk railings on the involved Second Street crossing structure.

The Commission further directed, in numbered Paragraph 7 of the aforesaid order, that the Borough, within 90 days from date of service of the order, provide plans for the resetting of the sidewalk at the Fifth Street underpass.

If it is anticipated that the aforesaid items of work will not be completed within the specified time, then it will be necessary for the Borough to file a petition for an extension of time.

May we have your prompt response to this matter.

Very truly yours,

R. A. Peteritas, P.E., Director
Bureau of Rail Transportation

DOCUMENT
FOLDER

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG, Pa. 17120

July 13, 1981

IN REPLY PLEASE
REFER TO OUR FILE

C-80041953

Gordon E. Neuenschwander, Vice President
Pittsburgh and Lake Erie Railroad Company
324 P&LE Terminal Building
Pittsburgh, PA 15219

In re:

Ralph D. Pratt, State Representative

v.

The Baltimore and Ohio Railroad Company, Department of Transportation of the Commonwealth of Pennsylvania, Borough of Ellwood City, Lawrence County, Pennsylvania Power Company, Western Pennsylvania Water Company, Columbia Gas of Pennsylvania, Inc., The Bell Telephone Company of Pennsylvania, and The Pittsburgh and Lake Erie Railroad Company

Dear Mr. Neuenschwander:

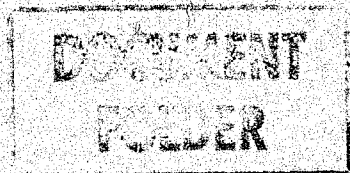
This Commission, in numbered Paragraph 10 of its order adopted April 3, 1981 (entered May 14, 1981), directed The Pittsburgh and Lake Erie Railroad Company, together with The B & O Railroad Company, within 90 days from date of service of the order, to provide plans to improve the involved Sixth Street crossing, at grade.

If it is anticipated that the aforesaid work will not be completed within the specified time, then it will be necessary for the P&LE Railroad Company to file a petition for an extension of time.

May we have your prompt response to this matter.

Very truly yours,

R. A. Peteritas, P.E., Director
Bureau of Rail Transportation





COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG, Pa. 17120

July 13, 1981

IN REPLY PLEASE
REFER TO OUR FILE
C-80041953

Steven B. Garfunkel, Attorney
The Baltimore and Ohio Railroad Company
P.O. Box 6419 - Terminal Tower
Cleveland, Ohio 44101

In re:

Ralph D. Pratt, State Representative
v.

The Baltimore and Ohio Railroad Company, Department of Transportation of the Commonwealth of Pennsylvania, Borough of Ellwood City, Lawrence County, Pennsylvania Power Company, Western Pennsylvania Water Company, Columbia Gas of Pennsylvania, Inc., The Bell Telephone Company of Pennsylvania, and The Pittsburgh and Lake Erie Railroad Company

Dear Mr. Garfunkel:

This Commission, in numbered Paragraph 2 of its order adopted April 3, 1981 (entered May 14, 1981), directed The B & O Railroad Company, within 90 days from date of service of the order, to provide this Commission with plans for the repair of the top of the abutment of the involved Second Street crossing structure.

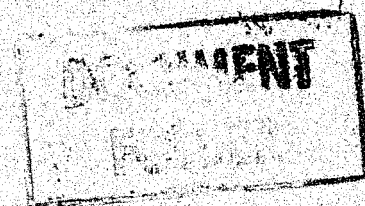
Numbered Paragraph 10 of the aforesaid order directed The B & O Railroad Company together with the P&LE Railroad Company, within 90 days from date of service of the order, to provide plans to improve the involved Sixth Street crossing, at grade.

If it is anticipated that the aforesaid items of work will not be completed within the specified time, then it will be necessary for the B & O Railroad Company to file a petition for an extension of time.

May we have your prompt response to this matter.

Very truly yours,

R. A. Peteritas, P.E., Director
Bureau of Rail Transportation



ORIGINAL

C-80041953

THE PITTSBURGH & LAKE ERIE RAILROAD COMPANY

GORDON E. NEUENSCHWANDER
EXECUTIVE VICE PRESIDENT
& GENERAL COUNSEL

G. EDWARD YURCON
ASSISTANT GENERAL COUNSEL

RICHARD A. PORACH
RICHARD R. WILSON
ATTORNEYS

July 16, 1981

324 P&LE TERMINAL BUILDING
PITTSBURGH, PA. 15219
PHONE (412) 261-3201

RECEIVED

JUL 20 1981

SECRETARY'S OFFICE
Public Utility Commission

Mr. William P. Thierfelder, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17120

Re: Ralph D. Pratt, State Representative v. The Baltimore and Ohio Railroad Company, Department of Transportation of the Commonwealth of Pennsylvania, Borough of Ellwood City, Lawrence County, Pennsylvania Power Company, Western Pennsylvania Water Company, Columbia Gas of Pennsylvania, Inc., The Bell Telephone Company of Pennsylvania, and The Pittsburgh and Lake Erie Railroad Company

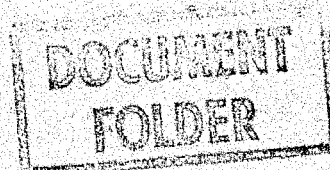
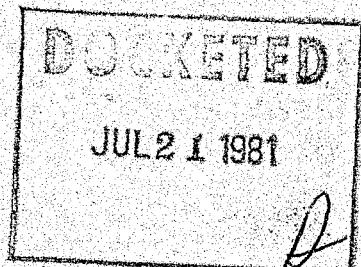
Dear Mr. Thierfelder:

Reference is made to Paragraph 10 of the Opinion and Order of the Commission which was entered May 14, 1981, in the above captioned matter.

Evidence presented at the hearing in this matter, which was held on August 14, 1980, indicated that the Sixth Street crossing in the area of The Pittsburgh and Lake Erie Railroad Company tracks was in good repair and had in fact been recently repaired within two months prior to the hearing date. In addition, the crossing in the area of The Pittsburgh and Lake Erie Railroad Company tracks is presently in good condition. Therefore, The Pittsburgh and Lake Erie Railroad Company is unable to provide plans to improve the Sixth Street crossing in the area of its tracks.

Very truly yours,

Richard A. Porach
Richard A. Porach



BOROUGH OF ELLWOOD CITY

525 LAWRENCE AVENUE

ELLWOOD CITY, PENNSYLVANIA 16117

GREGORY FERRESE
BOROUGH MANAGER

LAWRENCE COUNTY

PHONE (412) 758-5576

MARY ANN FLEO
BOROUGH SECRETARY

July 21, 1981

RE: Your File C-80041953

Mr. R. A. Peteritas, P.E., Director
Bureau of Rail Transportation
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17120

RECEIVED
SECRETARY'S OFFICE
PUBLIC UTILITY
COMMISSION
JUL 27 9 39 AM '81

Dear Mr. Peteritas:

In regard to your letter dated July 13, 1981, the Borough of Ellwood City, under Paragraph 7 of the Commission order hereby submits the plans and specifications for the resetting of the sidewalk at the Fifth Street Underpass.

In regard to Paragraph 4, the Second Street Overpass - it is the Borough of Ellwood City's position that we are responsible for the sidewalk and the railing approaching the Overpass, and that the Chessie System, in the previous Commission order, is responsible for the top of the Overpass (sidewalk and rail).

If you do hereby concur with our position, please notify me in writing so that our Borough Engineer can submit the proper plans and specifications for the repair of the approaches, and we can advertise for bids for the project.

I quick response would be greatly appreciated.

Sincerely,

Gregory Ferrese
Gregory Ferrese
Borough Manager

GF/dmw

Enclosure

CERTIFIED MAIL #P30-3535155
RETURN RECEIPT REQUESTED

cc: Borough Council
Borough Solicitor
Bill Hummel
Public Works Director

DOCUMENT
FOLDER

BUREAU OF
JUL 23 1981
RAIL
TRANSPORTATION

B I D D I N G D O C U M E N T

BOROUGH OF ELLWOOD CITY, PENNSYLVANIA

DOCKETED
JUL 27 1981
H

Proposal Number: _____

For: Replace sidewalk - 5th Street

Date: _____

Copy: _____

**DOCUMENT
FOLDER**

<u>PAGE</u>	<u>CONTENTS</u>
_____	Advertisement
_____	General Information to Bidders
_____	Specifications

_____	Standard Bid Proposals

BUREAU OF
JUL 23 1981
RAIL
TRANSPORTATION

Document No.: _____

Date: _____

ADVERTISEMENT

The Borough of Ellwood City, Pennsylvania, desires to purchase the following item(s):

All responsible parties regularly engaged in the business of this nature interested in making sale to the Borough of the above named item(s) may examine or obtain a copy of the specifications and instructions to bidders at the office of the Borough Secretary, Municipal Building, 525 Lawrence Avenue, Ellwood City, Pennsylvania.

Sealed proposals shall be made on the standard bidders form and addressed to the Borough Secretary, Borough of Ellwood City, Pennsylvania, marked on the outside as follows:

Proposal for: Constructing sidewalk on 5th Street under railroad bridge.

Each proposal must be accompanied by a certified check or bidder surety bond in the amount of 10% of the price bid as a guarantee that if the proposal be accepted, a contract will be entered into and its performance properly secured.

The sealed proposal will be received in the office of the Borough Secretary

until _____

The Borough of Ellwood City reserves the right to reject any or all proposals and to make such award as appears most advantageous to the Borough.

BOROUGH OF ELLWOOD CITY

Borough Secretary

GENERAL INFORMATION TO BIDDERS

PERSONAL EXAMINATION OF WORK

1. Bidders are required to submit their bids upon the following express conditions which apply to, and become part of, every bid received. Bidders must satisfy themselves as to local conditions by personal examination of the location of the proposed work or places where materials are to be delivered, and shall not at any time after submission of their bid assert that there was any misunderstanding as to the work to be done or the materials to be delivered.

FORM OF PROPOSAL

2. All bids must be submitted upon the STANDARD FORM FOR BID PROPOSAL attached hereto. The blank spaces in the form shall be filled in correctly, where indicated, and the bidder shall state the price for which he proposes to furnish the materials, do the work contemplated, sell equipment, contract services, or purchase material.

OPENING OF BIDS

3. Sealed proposals or bids for the performance of the work, material and equipment provided for in the plans, specifications and contract will be received as set forth in the Advertisement, at which time and place they will be publicly opened and read. Bidders or their authorized agents are welcome to be present at the time of opening.

WITHDRAWAL OF BIDS

4. No bid or proposal having been submitted, opened and read can be withdrawn for a period of forty-five (45) days.

DEPOSIT

5. No bid will be received or considered unless accompanied by a bidder surety bond, or cash or a certified check made payable to the Borough of Ellwood City, Pennsylvania, in the amount as specified in the ADVERTISEMENT. All such deposits, except that made by the bidder to whom the contract shall be awarded, will be returned to the person or persons making the same within seven (7) days after the decision as to who shall receive the contract.

EXECUTION OF THE CONTRACT

6. The bidder must execute the contract within ten (10) days after notification to do so. In all cases except the sale of equipment, the bidder must at the time of execution of the contract, deposit with the Borough Secretary an acceptable bond for the faithful observance of the terms of this contract, in the amount of the contract price.

DEPOSIT MAY BE FORFEITED

7. If the bidder to whom the contract shall have been awarded shall refuse or neglect to execute the contract within ten (10) days after due notice that the contract has been awarded by the Borough, the Borough may elect to retain the deposit as liquidated damages resulting from, and not as penalty for such refusal or neglect. If the contract is executed within the time aforesaid the certified check or cash will be returned to him.

RIGHT TO REJECT PROPOSAL

8. The Borough of Ellwood City reserves to itself the right to reject any and all proposals or parts of proposals and to waive technicalities as it may deem best for the Borough, and in the event of failure on the part of the bidder to whom the contract has been awarded to execute a contract, at the option of the Borough to award the contract to the next lowest and best bidder without further advertising.

PRICES TO COVER

9. The price bid shall cover the cost of supplying all necessary materials together with all special equipment and tools necessary and proper. It shall include all cost of insurance, bond and other charges incident to the work.

BIDDERS' ABILITY

10. Before award of the contract, any bidder may be required to show that he has the necessary facilities, experiences, ability and financial resources to perform the work in a satisfactory and expeditious manner to the satisfaction of the Borough.

BOND

11. The successful bidder shall, when required by the Borough Code or by other applicable law, be required to furnish Labor and Materialmen's Bond and Performance Bond with suitable, reasonable requirements guaranteeing the work to be done with sufficient surety in the amounts prescribed by Council; having as Surety thereon companies legally authorized to do business in the Commonwealth of Pennsylvania.

PAYMENT

12. In the case of general construction contracts, so long as the work herein contracted for is prosecuted in accordance with the provisions of the contract, the Contractor on or about the first day of each month, shall furnish the Borough Secretary a statement of the work done or the materials furnished. The Borough, being satisfied that the statement is true and correct and in accordance with the terms of the contract, will certify in writing to the Borough Manager of the Borough of Ellwood City the amount due for payment. The Borough agrees to pay the Contractor the amount due not later than thirty (30) days after the date of the Borough's Certification.

in the case of other items contracted for, payment shall be made in accordance with the terms of the contract, generally upon the completion of the contract to the satisfaction of the Borough.

INSURANCE AND HOLD HARMLESS AGREEMENT

13. The successful bidder in construction projects and other appropriate projects shall provide the Borough with verification of liability insurance in a minimum amount of \$300,000 and verification of Workmens Compensation coverate as required by the Borough, enter into a contract with the Borough providing that the bidder shall indemnify and save harmless the Borough against all forms of damages, injuries or costs, expenses, or loss which the said Borough may be subjected by reason of any wrongdoings, misconduct, want of care or skill, negligence or default upon the part of the Contractor, his agents or employees, in or about the execution of this contract or the performance thereof, including the specifications, and shall save harmless the Borough against or from all claims or losses to it from any cause whatsoever, including patent infringements in the matter of the performance of said contract.

* * * *

SPECIFICATIONS

The Contractor shall remove the top of the existing concrete curb and reconstruct curbs on the east side of 5th Street from the existing inlet approximately 78 feet south to Beaver Avenue and construct the concrete sidewalk, including the stone base, as shown on the drawing No. 8116.

The Contractor shall provide all labor, equipment and material required to chip off the top of the existing concrete curb to a minimum depth of one half ($\frac{1}{2}$) inch below the existing pavement. Drill and pin old curbs every three to four feet with one half ($\frac{1}{2}$) inch reinforcing bars. Reinforce the new curb with a one half ($\frac{1}{2}$) inch reinforcing bar through the middle of the new curb. The new concrete curb shall be bonded to the old concrete with an epoxy bond. Such bonding material shall be approved by the Borough Street Department before use. Contraction joints shall be spaced in uniform length and shall match existing joints in the existing curb. Maximum spacing of joints shall be 15.5 feet. Contraction joints may be either handformed or sawed joints. They shall be $\frac{3}{16}$ inches wide and 2 inches deep.

The Contractor shall also provide all labor, equipment and material required to fine grade the sub-grade and construct five (5) inches of crushed stone base and four (4) inches of cement concrete walk as shown on the drawing. Contraction joints shall be saw cut into the concrete at uniform lengths, not to exceed 15.5 feet.

All concrete shall have a 28 day compressive strength of 3300 PSI and shall be cured as noted on the drawing and with Section 501.3 (n)1 of Penn Dots Specifications Form 408 on curing concrete. The Contractor shall apply two (2) coats of either Kure-N-Seal as manufactured by Sonneborn, Building Products Division of Contech Inc., or an equal.

The Contractor shall establish the line and grade of the new walk and curb to match existing streets and grading of site by Borough forces. Before placing any new concrete the Contractor shall get approval of the new line and grade from the Borough Inspector.

The Contractor shall not be responsible for removing the existing walk, installation of the inlets and underdrain pipe and rough grading of site.

SPECIFICATIONS page 2

Borough forces shall before the Contractor begins any work remove the existing sidewalk, install two (2) inlet boxes and make the connections into the existing inlets. They shall also, construct 4 inch underdrains as shown on the plan and do the grading required to provide the Contractor the site to construct the sidewalk.

Before starting any work the Contractor shall walk the job with the Borough Inspector to establish the grades and lines to be followed.

For: Sidewalk on 5th Street

Date: _____

Date: _____

To the Borough Council
Borough of Ellwood City
Pennsylvania

Councilpersons:

In compliance with the terms and specifications of Bid Proposal # _____, I, the undersigned, wish to submit the following proposal:

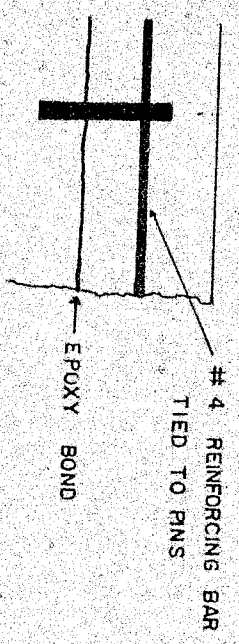
Company Name

Address

Signature of Bidder

BID ITEM NO.	QUAN- TITY	DESCRIPTION	PRICE	
			PER UNIT	TOTAL
1	78 lin. ft.	- chip off pin and reconstruct concrete curbs.		
2	1,770 sq. ft.	4 inch cement concrete sidewalk including 5 inch crushed stone sub-base		

UNLESS OTHERWISE SPECIFIED, ALL MATERIALS SHALL BE USED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR STRUCTURAL STEEL REINFORCING BARS AND CONCRETE
AS SPECIFIED FOR A PERIOD OF 96 HOURS FOR NORMAL STRENGTH CONCRETE
OR 72 HOURS FOR H E S CONCRETE



WILLIAM F. HUMMEL
REGISTERED PROFESSIONAL ENGINEER
BEAVER FALLS, PA.

SIDEWALK REPLACEMENT
5TH STREET UNDERPASS
SITUATE: ELLWOOD CITY BORO, LAWRENCE CO., PA.
FOR: ELLWOOD CITY BORO.

William F. Hummel

JUNE 3, 1981
F.B. A-70/39

SCALE AS NOTED
8116

July 28, 1981

IN REPLY PLEASE
REFER TO OUR FILE

C-80041953

Mr. Gregory Ferrese, Manager
Borough of Ellwood City
525 Lawrence Avenue
Ellwood City, PA 16117

In re:

Ralph D. Pratt, State Representative

v.

The Baltimore and Ohio Railroad Company, Department
of Transportation of the Commonwealth of Pennsylvania,
Borough of Ellwood City, Lawrence County, Pennsylvania
Power Company, Western Pennsylvania Water Company,
Columbia Gas of Pennsylvania, Inc., The Bell Telephone
Company of Pennsylvania, and The Pittsburgh and Lake
Erie Railroad Company

Dear Mr. Ferrese:

Reference is made to your letter of July 21, 1981 and to our
staff engineer's telephone conversation of July 27, 1981, to you concerning
your position as to the maintenance responsibility for the sidewalks and
sidewalk railings on the bridge carrying Second Street above the tracks
of The Baltimore and Ohio Railroad Company, in the Borough of Ellwood
City.

Please be advised that if it is the position of the Borough
that it does not have the maintenance responsibility for the sidewalks
and sidewalk railings on the bridge, and it only has the responsibility
for maintaining the curbs, sidewalks and railings on the highway approaches
to the crossing structure, then the Borough of Ellwood City can file a
petition with this Commission seeking modification of Paragraphs 4 and 5
of the order adopted April 3, 1981, in this proceeding.

In the meantime, nothing in the April 3, 1981 order prohibits
the Borough from maintaining the sidewalks, curbs and railings on the
highway approaches to the Second Street crossing structure, in accordance
with the order adopted September 3, 1963 at C-17665.

Very truly yours,

R. A. Peteritas, Director
Bureau of Rail Transportation

DOCUMENT
FOLDER

ORIGINAL

THE PITTSBURGH & LAKE ERIE RAILROAD COMPANY

C-80041953

GORDON E. NEUENSCHWANDER
EXECUTIVE VICE PRESIDENT
& GENERAL COUNSEL

324 P&LE TERMINAL BUILDING
PITTSBURGH, PA. 15219
PHONE (412) 261-3201

G. EDWARD YURCON
ASSISTANT GENERAL COUNSEL

July 30, 1981

RICHARD A. PORACH
RICHARD R. WILSON
ATTORNEYS

RECEIVED

AUG 3 1981

SECRETARY'S OFFICE
Public Utility Commission

Mr. William Thierfelder, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17120

Re: Ralph D. Pratt, State Representative v. The Baltimore and Ohio Railroad Company, Department of Transportation of the Commonwealth of Pennsylvania, Borough of Ellwood City, Lawrence County, Pennsylvania Power Company, Western Pennsylvania Water Company, Columbia Gas of Pennsylvania, Inc., The Bell Telephone Company of Pennsylvania, and The Pittsburgh and Lake Erie Railroad Company

Dear Mr. Thierfelder:

Reference is made to Paragraph 10 of the Opinion and Order of the Commission which was entered May 14, 1981, in the above captioned matter.

Evidence presented at the hearing in this matter, which was held on August 14, 1980, indicated that the Sixth Street crossing in the area of The Pittsburgh and Lake Erie Railroad Company tracks was in good repair and had in fact been recently repaired within two months prior to the hearing date. In addition, the crossing in the area of The Pittsburgh and Lake Erie Railroad Company tracks is presently in good condition. Therefore, The Pittsburgh and Lake Erie Railroad Company is unable to provide plans to improve the Sixth Street crossing in the area of its tracks.

A copy of this letter has been served on all parties of record.

Very truly yours,

Richard A. Porach
Richard A. Porach

cc: All parties of record

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AUG 7 1981
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DOCKETED
AUG 7 1981

Steven B. Garfunkel
Assistant General Attorney

ORIGINAL



Law Department
Terminal Tower
P. O. Box 6419
Cleveland, Ohio 44101

216 223 2400

August 17, 1981

RECEIVED
SECRETARY'S OFFICE
PUBLIC UTILITY
COMMISSION
AUG 20 8 26 AM '81

Mr. William P. Thierfelder, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, Pennsylvania 17120

Re: Ralph D. Pratt, State Representative v.
The Baltimore & Ohio Railroad Company, et al
Docket No. C-80041953

Dear Mr. Thierfelder:

The Final Order in the above matter requires the Baltimore and Ohio Railroad Company to submit plans for repairs of the top of one abutment which supports the handrailing on the Second Street overpass.

The B&O is in the process of preparing these plans and anticipates submission within a short period of time. Formal request is hereby made for an additional period of 30 days within which to submit its plans.

Very truly yours,

Steven B. Garfunkel

SBG:cc

DOCKETED
AUG 20 1981

**DOCUMENT
FOLDER**





COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG, Pa. 17120

August 31, 1981

IN REPLY PLEASE
REFER TO OUR FILE

C-80041953

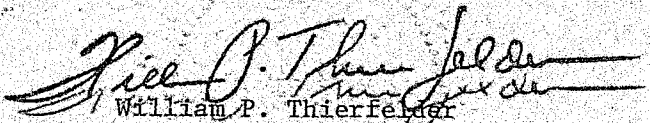
Edward Leymarie, Jr., Solicitor
Borough of Elwood City
432 Fountain Avenue
Elwood City, Pennsylvania 16117

Ralph D. Pratt, State Representative
v.
The Baltimore and Ohio Railroad Company, et al.

Dear Sir:

The Commission, at the Public Meeting held August 14, 1981, approved the plan of the Borough of Elwood City for the replacement of the easterly sidewalk on Fifth Street, revised to show that the street is Fifth Street, in lieu of Second Street.

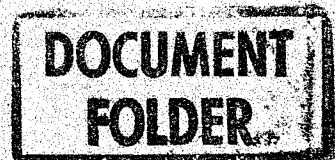
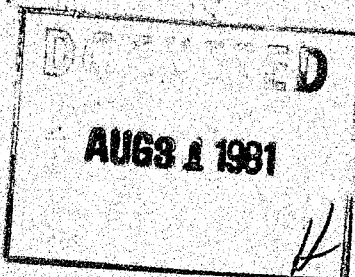
Very truly yours,


William P. Thierfelder
Secretary

cc: All Parties of Record

JEL:rmb

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