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BEFORE
THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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In re: C-861119 Moscow Borough Council vs. City of Scranton, Lackawanna County and Pennsylvania Department of Transportation (Bridge - State Highway Route 35005 - Traffic Route 690). Initial hearing.

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Scranton, Pennsylvania
May 14, 1987

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Stenographic report of hearing held at State Office Building, 100 Lackawanna Avenue, Scranton, Pennsylvania,

Thursday,
May 14, 1987,
at 10:00 a.m.

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BEFORE

MORRIS MINDLIN, ADMINISTRATIVE LAW JUDGE

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APPEARANCES:

JAMES J. WALKER, ESQUIRE
631 Connell Building
Scranton, Pennsylvania 18503
Appearing on behalf of Moscow Borough Council

CARLENE GALLO, ESQUIRE
340 North Washington Avenue
Scranton, Pennsylvania 18503
Appearing on behalf of City of Scranton

APPEARANCES (Continued):

THOMAS P. CUMMINGS, ESQUIRE
200 Adams Avenue
Scranton, Pennsylvania 18503
Appearing on behalf of Lackawanna County

HERBERT G. ZAHN, ESQUIRE
521 Transportation and Safety Building
Harrisburg, Pennsylvania 17120
Appearing on behalf of Pennsylvania
Department of Transportation

INDEX TO WITNESSES

	DIRECT	CROSS	REDIRECT	RECROSS
MOSCOW BOROUGH:				
John Hart	34			
By Ms. Gallo		56		
By Mr. Zahn		57		
Dominic T. Surace	60		111	
By Ms. Gallo		105		
By Mr. Zahn		109		112
By Mr. Cummings		110		
James Hoover	114			
Thomas Knol	123			
William P. Heim	125			
CITY OF SCRANTON:				
John J. Luciani, Jr.	143			
By Mr. Walker		158		
DEPARTMENT OF TRANSPORTATION:				
Milton Davis	183			
By Mr. Walker		188		

INDEX TO EXHIBITS

MOSCOW BOROUGH:	MARKED	ADMITTED
No. 1	36	59
No. 2	40	59
No. 3	42	59
No. 4	44	59
No. 5	44	59
No. 6	64	105
No. 7A-G	78	105
No. 8	88	105

INDEX TO EXHIBITS (Continued):

MOSCOW BOROUGH:	MARKED	ADMITTED
No. 9	100	105
No. 10	115	122
No. 11	127	130
No. 12	135	141
No. 13	137	141
No. 14	138	141

JUDGE MINDLIN: We are sitting in this complaint proceeding --

MR. ZAHN: Excuse me, Judge. I don't think the City's engineer is here yet.

JUDGE MINDLIN: We'll get some preliminaries out of the way such as opening the record. This is a complaint proceeding in which Moscow Borough is the complainant and the City of Scranton, PennDOT and Lackawanna County are respondents.

The matter appears to engage issues in respect of the condition of a railroad bridge being part of Traffic Route 690, the necessity for repairs and, of course, the matter of responsibility for repairs.

As I noted, Lackawanna County is a party to the proceeding. I don't see a representative's name for the county on our appearance sheet. Does anyone have any enlightment as to whether the county is participating or is there some situation with respect to the county?

MR. ZAHN: It's not unusual, Judge, for the county not to appear at these hearings.

MR. SURACE: Your Honor, I'm the county engineer and the Moscow Borough engineer. I talked to the county solicitor's office this morning. I'm of the opinion that they will send someone here.

JUDGE MINDLIN: They will?

MR. SURACE: I'm under that opinion. I didn't speak to

the solicitor. I spoke to the secretary.

JUDGE MINDLIN: As it is there has been some indication of desire on the part of counsel for Moscow Borough and counsel for the City of Scranton to engage in some conference in respect of where we're going from here.

Considering the fact that there is a prospect of settlement in the case, we would anticipate -- a potentiality, we can say, if not prospect. I suggest that that opportunity be afforded those parties and other parties who may wish also to join.

Would counsel for those respected parties, Moscow Borough and the City of Scranton, confirm our understanding on the record?

MR. WALKER: Yes, your Honor. Yesterday afternoon -- by the way, my name is Attorney James Walker. I represent Moscow Borough. I have entered my appearance on the appearance sheet.

Yesterday afternoon late in the day I was contacted by Attorney Gallo for the City of Scranton, assistant solicitor for the City of Scranton, who indicated that she would be desirous of a pretrial conference, so to speak, today since we were scheduled for this morning at 10 o'clock.

I indicated I would be happy to sit down with her and discuss the matters in some pretrial fashion if it would be amenable to the court. We're ready, willing and able to sit down and discuss the matter.

JUDGE MINDLIN: It was our intention in any event to sit for purposes of a conference in the nature of a prehearing conference to give this perhaps some general impetus. We would hope that issues, particularly the issues of fact, can be simplified. The prospect of settlement always is something to be explored.

If we can simplify such technical issues as the nature of the condition of the bridge, the particular requirements for repair and respective responsibilities of parties, all of that is much to be desired.

We shall recess. We would ask the parties who are going to participate in this conference to let us know what progress you are making, let's say, within an hour.

MR. ZAHN: If your Honor please, if it's a prehearing conference, I think it ought to be on the record as a prehearing conference. I think we ought to all know what they are discussing.

JUDGE MINDLIN: It's premature. I would expect that if they are going to meet -- and I can understand in the practicalities of the way these things develop that we have come here for a hearing to find ourselves face to face in the situation where we can discuss things.

If that opportunity is afforded that ought to help the prehearing conference. It would be premature in the clear absence of prior discussion for us to attempt to develop issues

at this point.

I do encourage the parties, particularly the Borough and the counsels, to take account of other parties in this proceeding and perhaps -- we're not dictating. Perhaps it may be wise to bring other representatives into the conference as may practically be advisable.

MR. WALKER: Yes, your Honor. The record should also reflect that Mr. Cummings is present to represent the county.

JUDGE MINDLIN: He can make his formal entry of appearance. We are going to recess now. We expect that within an hour, if not sooner, you will let us know your progress.

MR. WALKER: Certainly, your Honor.

JUDGE MINDLIN: We'll stand in recess now.

(Whereupon, a brief recess was taken.)

JUDGE MINDLIN: Is there anything to be brought to our attention?

MR. WALKER: Your Honor, we have discussed this matter between all parties. I think it is fair to say that all of the parties present agree that one of the basic things that must be done here is that an engineering study and analysis has to be completed.

Unfortunately, I hate to report to the court that we have not been able to determine whose responsibility -- an allocation of expenses for that study, whose responsibility that would be, your Honor.

It's our position, of course, that it would lie with the City of Scranton. Attorney Gallo has come before the court and indicated that even if that were her position she has no authority to make that kind of agreement here before your Honor today.

MR. ZAHN: The bottom line was, Judge, that this study should be made at somebody's initial cost and expense. It's going to be put to the Commission to determine whose responsibility it is.

MR. WALKER: Your Honor, additionally, the consideration should be placed on the record that everyone agreed that it should be done as soon as possible and that a time table be set for this study and analysis to be completed.

JUDGE MINDLIN: What is your pleasure about proceeding with hearing?

MR. ZAHN: It's our opinion, your Honor, that the facts are to be put on the record in accordance with the procedure with the recommendation of all parties that a study be ordered to be done at one of the parties' initial cost and expense with a later allocation of costs.

JUDGE MINDLIN: Well, we would just suggest this without intention of any prejudgment. It would appear that there is some condition there with respect to the bridge which needs attention, needs correction. Consequently, to enter into an evidentiary stage would entail considerable expense in a matter

which ought to be the subject of some considerable technical agreement.

It would be my impression that the impediment to expedition of the whole matter is the determination of who is responsible for paying for the cost involved. Initially, for the cost of studying the matter. Of course, we would anticipate that there will be discovered things that need to be repaired and then the question of who is to pay for that.

Again, emphasizing that we have no intention of prejudging the matter. This kind of matter is not, as it would appear to me, a unique situation. These situations are quite common.

Is this perhaps a kind of situation where no one wants to step forward in any degree and state the desire that the Commission order what everyone knows needs to be done?

You have developed no basis at all for an accommodation of varying responsibility by the parties?

MR. ZAHN: As I understand it, your Honor, none of the parties here have any authority to agree in the first instance to do the study at its initial cost and expense. That's the whole problem.

JUDGE MINDLIN: Yes, that is a problem. But, it's a problem in several respects. The first part of it is if you don't have the authority, is it not sensible to go back to your sources of authority and determine what authority you do have?

MR. ZAHN: Well, I --

JUDGE MINDLIN: Just a moment. Let's get at it this way. Is the Borough presently, prior to entering any evidentiary stage, in a position to state its concept of the issues and the responsibilities of the parties?

MR. WALKER: Briefly, your Honor, it's our position that the City of Scranton has the responsibility for repair and maintenance in this particular instance.

We would submit to the court, without getting into evidence as the court has indicated, that there is a deed to the City of Scranton which also contains not only ownership but maintenance responsibility liability therein. There is also an agreement between the City of Scranton and Steamtown Foundation, which is the only enterprise that currently uses the trackage in question and the bridge in question. There is responsibility as a result of that document.

We would also submit that the City of Scranton has indicated in the past that it is their responsibility, the repair and maintenance of the bridge.

It's our position, your Honor -- I'm coming before this tribunal with the authority -- as counsel for PennDOT has indicated, I don't have the authority either to come before you and say, "We'll take up this much of this engineering study and analysis or that much."

Simply stated, it's our position that we're not

responsible for any of that at all, your Honor. We would agree that that type of engineering study and analysis is absolutely essential to this determination. It is essential to the well-being of the public in general. We don't want somebody going in and doing something which is unnecessary. It would be foolish in terms of not only cost but may not solve the problems that exist; quite simply because we don't know what the problems are.

The temporary problem, the spalling and so forth and the concrete falling off the bridge, has been rectified by Steamtown. They did that on a voluntary basis because of an impending litigation.

I think that Steamtown and the City of Scranton had an agreement whereby Steamtown did it just for that one particular instance.

JUDGE MINDLIN: What is Steamtown and what kind of legal entity is it?

MR. WALKER: Steamtown Foundation is an organization represented here today not on this record, but Attorney Heisler is present with John Hart, who is the general manager of Steamtown.

They are a railroad museum entity which runs excursions over this trackage in the City of Scranton through Moscow and ultimately into the Poconos, as plans will have currently. They --

JUDGE MINDLIN: Excuse me. What kind of legal entity is it?

MR. WALKER: I believe that they are a nonprofit organization, your Honor.

MR. HEISLER: Nonprofit corporation organized under the laws of the State of New Hampshire and presently authorized to do business in the Commonwealth of Pennsylvania.

JUDGE MINDLIN: Continue.

MR. WALKER: Your Honor, they have done some temporary repairs to the bridge. Our position here today is that whatever happens in the future -- there is talk of the transfer from the City of Scranton to Steamtown. Whatever happens in the future, there is going to have to be some type of repairs made.

We don't know what those repairs are going to be until an engineering study is completed. We certainly don't feel as though we're responsible for any part of that engineering study.

JUDGE MINDLIN: For the moment, the City of Scranton, do you have a statement to make presently with respect to the issues and the City of Scranton's responsibility, particularly?

MS. GALLO: Yes, your Honor. We contend at the moment that all of the repairs needed by the bridge have been done. We are not aware of what these problems are that the Moscow Borough is claiming exist.

We agree that an engineering study should be done. However, I, again, do not have the authority to come before this tribunal and say that the City of Scranton will pay for it.

Actually our position would be that the Borough is a complainant here claiming that there are problems, but they can't present proof. We would argue that they should pay for the study as a burden of their proof.

JUDGE MINDLIN: I don't suppose that PennDOT wants to volunteer to resolve of the whole situation by assuming the responsibility.

MR. ZAHN: The position of PennDOT is that it's of the opinion that the bridge is sound and a study does not have to be made, that the only problem as far as the Department is concerned is the seepage of water that comes down from the bridge onto the highway and freezes in the wintertime.

We feel that the problem really is to stop that seepage of water that comés from the over-head bridge. It would seem to the Department that the easiest way to do that would be to lift the track and put some sort of waterproof material beneath it to stop the seepage.

Also, we understand that the water flows into this lower portion of the bridge, which is a low point in the tract, and probably something could be done to divert the water coming into that low point.

JUDGE MINDLIN: Has the Department of Transportation made a preliminary study?

MR. ZAHN: Your Honor, we just made a cursory study of it.

JUDGE MINDLIN: Does the Department, without respect to its responsibility -- we recognize that to be an issue. We're not asking you to volunteer. Has the Department studied the matter sufficiently to at least conclude that a further study is necessary?

MR. ZAHN: Yes.

JUDGE MINDLIN: What is the result of that? What is the answer to that? After cursory study, is further study necessary in the opinion of the Department?

MR. ZAHN: No. After cursory inspection the Department is of the opinion that the bridge is sound.

JUDGE MINDLIN: Has the City of Scranton conducted any study either through its own facilities or engineering department?

MS. GALLO: May I have our city engineer speak to that?

JUDGE MINDLIN: Sure.

MR. LUCIANI: My name is John Luciani. I'm the city engineer for Scranton. We have concluded a little more in depth, I should say, than a cursory inspection that the bridge is structurally sound.

A Swiss hammer test, which is a test done on concrete

which is in place, was done. I was present at that test. The concrete revealed the strength of anywhere from 3,500 pounds to 4,000 pounds per square inch, which is the approximate strength of concrete that is used and designed for bridges today. New concrete is designed with that strength in mind.

We feel based on that, based on the chipping that was done at the bridge and the soundness of the material, that the bridge is, in fact, structurally sound.

On top of that, the columns that support the span overhead have been encased and enlarged. With that activity in mind and that activity completed, we certainly feel that the bridge will handle the loads that will be placed upon it.

JUDGE MINDLIN: It occurred to us to point out that the original allegation -- and we would emphasize allegation -- was that was a hazardous and dangerous condition. If such a condition were to exist, then, of course, we would have to anticipate that each of the parties has recognized a public responsibility in terms of public safety with respect to that kind of condition.

I am of the impression from the discussion that there is no present or imminent condition of hazard or danger to the public. Is that correct? Is that correct, Mr. Walker?

MR. WALKER: Your Honor, when this complaint was brought, none of this work which Mr. Luciani is talking about had been completed at that time. It had not been completed until there

was the imminent threat of litigation as I told the court earlier.

We went into court with a complaint and preliminary injunctive relief to try to stop Steamtown from running across the trackage until the work which the court has talked about was completed. It was completed.

There is some question on our part, your Honor, and there is still an issue as to ultimate repair and responsibility for this bridge. We have our engineer present today, also. If the court --

JUDGE MINDLIN: I'm not clear as to the point you're making. Determining responsibility in what sense?

MR. WALKER: There is still some permanent work which has to be completed on the bridge, some repair work.

JUDGE MINDLIN: Which remains as a residual issue in your complaint?

MR. WALKER: Yes, sir. Part of it would be the seepage which the Department of Transportation has spoken about. That type of work could not be finished prior to Steamtown opening up their season and prior to trains running across the track because of time constraints.

The other work, the spalling and pieces of concrete falling from the bridge, that has been taken care of, again, after the filing of our complaint.

JUDGE MINDLIN: Mr. Zahn, could you help clarify this

issue then? You did indicate that some kind of work was found by initial cursory study to be necessary. It's now, I believe, clear that there is no condition of hazard or danger. I repeat some work needs to be done.

It would follow from what I have heard from your side that your Department's cursory examination is sufficient to confirm your belief that the kind of work you indicated needs to be done. Is that correct in that respect?

MR. ZAHN: Yes.

JUDGE MINDLIN: Is it your position the Department of Transportation has no legal responsibility in this issue?

MR. ZAHN: Yes, sir.

JUDGE MINDLIN: Has none?

MR. ZAHN: Yes, sir.

JUDGE MINDLIN: We turn again to the City of Scranton.

MR. ZAHN: Before you turn to them, your Honor, I take issue with what you say, that there is no hazard existing. The complaint was based on the fact of this spalling and seepage of the water. That's the complaint, not that the bridge was unsound.

The spalling has been taken care of. The railroad has done that. The only thing remaining is the seepage. If that is permitted to continue, then there is going to be ice formed on the highway which is a danger to the traveling public. In that respect, there still exists some danger.

JUDGE MINDLIN: We appreciate that kind of clarification. Be all that as it may, the position of the Department is that it has no responsibility?

MR. ZAHN: Yes, sir.

JUDGE MINDLIN: I realize that the assistant solicitor for the City may be at some disadvantage. You have been confronted with some of these statements in preliminary presentation for the first time. Do you have a response presently with respect to what has been described now by Mr. Zahn, first? Do you have a response on the factual end of it?

Secondly, are you prepared in any way to shed some light presently on the matter of legal responsibility by the City?

MS. GALLO: As far as the second issue goes, legal responsibility of the City, your Honor, we would contend that it would depend, again, on the repairs that are needed and who they benefited.

It would seem to me that if there is water seepage causing ice on the road I would say that PennDOT does have some responsibility.

As to the factual question, your Honor, I would ask our engineer to answer to the water seepage problem.

MR. LUCIANI: As I indicated in our earlier conference downstairs, the bridge doesn't generate the water. The bulk of the water comes from a pipe about 200 feet north of the bridge.

It comes from the roadway in Moscow Borough and the developed area.

What appears to be happening is that water collects. There are some pipes that go underneath the tracks, Steamtown tracks. It flows west.

What happens during a heavy rainstorm is those pipes can't take all of that water. It flows into a channel to the low point, which is at the bridge. Water goes onto the bridge. It lays there.

It penetrates down to the concrete and forms the icicles and the water on the roadway below. The bridge does not generate the water. The borough does. It travels through pipes that are maintained by Steamtown. The water gets to a point where those pipes can't handle it.

JUDGE MINDLIN: Is it the City's position that whatever condition exists -- let's withdraw that presently. Am I correct or not that in a general way, without specific commitment, with commitment on specific facts, the City agrees that a condition of some sort with respect to water in the way described by PennDOT's counsel does exist?

MR. LUCIANI: Based on what PennDOT's counsel has said and complaints by Moscow Borough, yes, a water problem does exist.

JUDGE MINDLIN: Is it the City's position or does the City have a position with respect to whether or not whatever

the source of the problem is it does not entail work upon the bridge? I understood that to be the thrust of your statement.

MR. LUCIANI: The water has a negative impact on the bridge. It allows the decay to progress much more rapidly. It makes the concrete fall off the bridge. Whose water is it?

JUDGE MINDLIN: If we assume that the City has a responsibility with respect to the bridge and whatever the source of the water is the danger presented by it exists in connection with the bridge, would it not be in the City's discharge of its responsibility to address the water problem?

MS. GALLO: Your Honor, we could do to the bridge what we feel is necessary. However, if the problem has a source somewhere other than the bridge, if the Borough is not dealing with the water run-off problem properly and that is causing the decay of the bridge, then I feel the source of responsibility is not necessarily with the City at all.

JUDGE MINDLIN: Just a minute. I don't quite understand that argument. For the moment we are trying to define the issues. I'm trying to see through the issues.

The City indicates -- and you're not bound. We will not take any of this discussion in any evidentiary sense or in any legal binding sense. We're engaging in some discussion. It's worthwhile that we have it on the record for clarification of the issues.

Returning then to one issue. That is the City's

responsibility for the bridge. If the bridge is a receptacle for water which then becomes a danger to the public, how does the City discharge its responsibility with respect to removing that danger or addressing that danger?

How is the public welfare going to be advanced by pointing the finger at the Moscow Borough and saying, "The water comes from Moscow Borough. The danger exists on our bridge because of that reason"? Are you not in some respects allowing for and maintaining a known danger upon the bridge?

MR. LUCIANI: Maybe I could explain that a little bit. There was talk about two alternatives to eliminate the water and icicles that form on or around the bridge.

The membrane would not allow the water to penetrate through; thereby eliminating the icicles. The other alternative would be a diversion trench to divert that water from getting onto the bridge. The water generated on the bridge is minimal. It's the water adjacent to it.

Where do you divert the water to? The low point there is going to be the roadway. The bottom line is the water is going to end up on the roadway no matter what course of action you take, whether the deck of the bridge is sealed or whether a diversion trench is used to divert the water away from the tracks.

The bottom line is that the water is going to end up at the low point, which in that general area is the roadway.

MR. ZAHN: The railroad roadway, not the highway roadway.

MR. LUCIANI: The highway roadway runs underneath the bridge.

JUDGE MINDLIN: This would appear to follow from the discussion thus far. The City of Scranton would appear to acknowledge some responsibility with respect to the bridge, appear. In general we would be faced with factual issues as to what the condition is, what the source of the condition is on the bridge, what remedies are required.

That may entail either solely the correction of the water condition off the bridge or the modification, repair of the bridge in connection with other measures of the bridge that might jointly or jointly and severally engage the responsibilities both of the Borough and the City.

Then we are in a position of having a case before us in which it is clear we do not have presently the necessary--we're not prepared. When I say we're not prepared, we won't speak for the Department of Transportation. Presently we don't have any kind of what would be indicated to be a necessary technical report on conditions and remedies. Is that not so that we do not?

MS. GALLO: Yes.

JUDGE MINDLIN: You spoke earlier that some kind of study is necessary and the question is who is responsible for it. Is it to be anticipated that competent engineers respectively

working for the Department of Transportation and City of Scranton and the Borough of Moscow would not within their field of expertise be able to initially or at some point reach some common technical understanding of what the problem is, how it is to be addressed and what responsibilities there are?

That doesn't seem to be the kind of an engineering task that ought to be dependent upon who the engineer works for.

MR. ZAHN: Your Honor, I don't think that any of the parties would take it upon themselves to have their engineers make a study. I think an independent consulting engineer would have to be used. That was what was discussed in the conference.

JUDGE MINDLIN: Can the engineering problems, so to speak, and the need for technical assistance be staged so that you could have a preliminary study, which would preliminarily indicate the nature of the problem, the engineering problem, and then, of course, further studies as to how to address the problem, what costs are involved?

MR. ZAHN: The City and the Department, your Honor, are of the opinion that the bridge is sound. If any study is going to be made, it only ought to be made for the water drainage, where it's coming from and how it can be diverted and prevented from going down on the highway.

JUDGE MINDLIN: What makes you think that the fact that the bridge is sound addresses the problem of whether some

condition exists which requires remedial action as you have described it in terms of water and icicles that collect on the bridge? You're not saying that that should not be addressed?

MR. ZAHN: No, no. I don't know what you mean by having a study made. If it's for the soundness of the bridge, the Department and the City are of the opinion that that's not necessary. If any study is going to be made, it ought to be made of the drainage situation and the water and how it can diverted.

JUDGE MINDLIN: Well, how it can be diverted or -- all right. We'll accept that.

MR. WALKER: Your Honor, with the court's indulgence, we have had the benefit of hearing from the engineer for other parties. Our borough engineer is here who also serves as the county engineer. He would like to make a statement for the record, too.

JUDGE MINDLIN: We'll let him do so.

MR. SURACE: I've been involved with this problem right from the beginning. I made three or four cursory type inspections out there. I have identified certain problems that have me concerned from a professional standpoint.

One of them is the drainage problem. Another factor is the age of the structure and the lack of maintenance over a long period of time on the structure. There are certain things happening to the concrete.

Both the PennDOT engineer and the city engineer indicated that they feel it's safe. If they would provide the Borough with an engineering report to this effect, I will accept that.

However, I am concerned about a couple of other issues.

JUDGE MINDLIN: Let's take that for a minute. Is there any reason why such a report from one public body to another public body --

MR. ZAHN: Your Honor, this is the complaint of Moscow, not ours. They are the one that has to prove their case.

JUDGE MINDLIN: Just a minute. We are not in Common Pleas Court.

MR. ZAHN: I understand.

JUDGE MINDLIN: There are three public bodies involved here, and there is a public interest involved here. Where the public interest is involved certainly the public would be the last to understand why public agencies cannot be cooperative in the analysis of a problem.

We understand from a practical standpoint the revulsion about assuming financial responsibility in terms of budget, taxes and all the rest. That is one thing, and the professional understanding of the problem is something else.

My question simply was this. Regardless of where procedural responsibility lies with burden of proof, I'm asking the Department of Transportation as a state body whether it would not make available to a borough and county of this

Commonwealth any study that it has.

MR. ZAHN: Whatever study we make -- no. We only made a cursory study. We would have nothing to submit.

JUDGE MINDLIN: When you make a cursory study -- well, now we're seeing something staged on a national stage now with respect to what is written down and what is oral. When you make a cursory study, do you not put it in some kind of writing for your departmental purposes?

MR. ZAHN: No.

JUDGE MINDLIN: Would you be willing to confirm your cursory study in writing and make that writing intelligible and available to other public bodies?

MR. ZAHN: Yes, sir.

JUDGE MINDLIN: You will be satisfied with respect to that. Do you have a reasonable time within which you feel you can do that?

MR. ZAHN: Within 30 days.

JUDGE MINDLIN: The record will show that within 30 days there is to be an undertaking to provide you with that study. You may continue.

MR. SURACE: These other concerns that I have -- and this is from my cursory inspection, your Honor -- is that there are three basic symptoms of distress in this concrete structure. There is cracking, spalling and disintegration.

This was just caused by the fact of the aging and the

decaying. It was alluded to by the City engineer earlier that on the columns it was very serious. Temporary repairs, in my opinion, have been made which will increase the structural integrity of the bridge.

However, the decaying continues. What concerns me is we have done some spot repairs by guniting, but there is some serious cracking taking place right now in this structure. The process will continue. I want to know what we're going to do about it. It is going to continue. If we don't get in there and do some sort of preventive type things to stop this, we are going to have some serious problems to take care of which we took care of with the temporary repairs.

MR. ZAHN: I don't know what you mean by do some work to stop this deterioration. Is it preventing the water from coming down?

MR. SURACE: I don't have all the answers. That's what I'm looking for. I indicated downstairs that we needed to have a study done so we could answer some of these questions in an intelligent manner.

JUDGE MINDLIN: Does anybody have an estimate of the amount of money involved in making what to intelligent engineers would be a necessary study?

MR. ZAHN: An independent consultant would probably charge up to $10,000.00.

JUDGE MINDLIN: None of the public bodies here separately

or jointly can make that kind of a preliminary study?

MR. ZAHN: No, sir. An independent engineer would be required to make the study.

JUDGE MINDLIN: Is that because you lack the technical ability or lack the personnel, or what is it?

MR. ZAHN: As far as the Department is concerned, it's not our problem. We happen to get some water down there, and now you're trying to make the Department responsible for this bridge.

JUDGE MINDLIN: I'm not trying to do anything.

MR. ZAHN: That's what you're talking about.

JUDGE MINDLIN: Let's not distort it. That is not what we're talking about. That is what you're hearing.

MR. ZAHN: The Department is not willing to make a study. I think, also, your Honor, you asked us to make some written statement. I think that the Moscow attorney should also put in writing what his study reveals.

MR. WALKER: We have a report. We're perfectly willing to turn it over to him today, your Honor.

JUDGE MINDLIN: Let's explore something to see whether we can expedite this whole proceeding. First of all, we would want from each of the parties, within a time that we will agree upon, legal memoranda.

Those legal memoranda should contain offers of proof, statements of the issues and proposed applicable law. I think

we should have that. Each of you can address whether you're responsible or someone else is responsible and what your understanding of the condition is.

MR. ZAHN: Your Honor, you can't make any decision. You have no facts on the record.

JUDGE MINDLIN: I know. What we're trying to avoid is go wondering around having numbers of people, such as we have numbers here today, coming back to a whole series of hearings as we feel our way toward a final factual picture and a final disposition.

I think we can expedite this otherwise. Certainly we have the power to require a legal memorandum, and that is what we are requiring. The question is how much time do you want? Is there any reason why you can't do it within 30 days?

MR. ZAHN: What would be the result as far as the court is concerned with getting the memorandum?

JUDGE MINDLIN: I'll see what the position of the parties is then in terms of their confirmed position on the facts and their confirmed position on the law.

That together with such discussions as we have had this morning will lead us to a course of expediting this proceeding in terms of hearings, issues and so on.

Let me ask you this. Is there any reason why the parties can't comply within a 30-day period? That's all the parties.

(No audible response.)

JUDGE MINDLIN: We are ordering the presentation of prehearing memoranda within 30 days from today's date.

Secondly, to what extent will it expedite this matter to afford you and to encourage you to engage in discovery?

(No audible response.)

JUDGE MINDLIN: We don't want to use hearing time for discovery processes. There are technical questions involved. The least expeditious way to develop technical questions is through a question-and-answer process in a hearing.

It is already evident that there is no prepared testimony in this case, certainly in the initial stage of it. There isn't any question, of course, too, that Moscow Borough is the complainant and has the burden of proof.

While we hold the question of discovery open, let me ask you this. Have the parties responded -- are they prepared to respond to the queries addressed by the Commission to the respective parties?

MR. ZAHN: The Department is prepared.

MR. WALKER: Moscow Borough is prepared, your Honor.

MS. GALLO: The City is prepared.

JUDGE MINDLIN: In what form is your preparation?

MR. ZAHN: Oral testimony.

MR. WALKER: Oral testimony and exhibits through witnesses, your Honor.

JUDGE MINDLIN: Are the parties satisfied that they have

no need of further discovery, or are you not prepared yet at this point to say as to --

MR. ZAHN: The Department --

JUDGE MINDLIN: -- these routine questions that have been asked by the Commission.

MR. ZAHN: The Department doesn't want any discovery.

MS. GALLO: I'm not prepared at this time to say that I don't want discovery. I would like to leave that open.

JUDGE MINDLIN: For present purposes we'll leave the question of discovery open. Are we prepared to go forward with evidence today?

MR. ZAHN: The Department is prepared.

MR. WALKER: Yes, your Honor. We have witnesses here.

JUDGE MINDLIN: Let's see where we get. Do you want a further recess? I intend that we will recess for lunch at 12:30. Do you want to take a few minutes off now since we have been talking here for almost an hour?

MR. ZAHN: Judge, if we can get all the testimony in by 1 o'clock, I don't think that there would be a need for --

JUDGE MINDLIN: Well, if we can. We'll see.

MR. WALKER: Just two minutes, your Honor.

JUDGE MINDLIN: Let's take a ten-minute break.

(Whereupon, a brief recess was taken.)

JUDGE MINDLIN: We may resume. Immediately before doing so, do you have something to address us with?

MR. CUMMINGS: Your Honor, at this time I would like to move for the County of Lackawanna to be dismissed as a party. They have no legal or financial interest in the problem. The bridge does not affect, nor is it affected by county roadways or property.

The county has no funding from any source which they can legally commit to the problem or to the alleviation of that problem.

MR. ZAHN: The Department objects to the county being dismissed. The bridge is in the county. The county receives Liquid Fuel Tax funds which may be used if they care to use them. We would object strenuously to them being dismissed.

JUDGE MINDLIN: We believe that the preferable procedure would be for you to submit a motion to dismiss in writing in accordance with the rules of practice and procedure of the Commission. You will afford the other parties to answer, after which we will take whatever action may be necessary.

MR. CUMMINGS: Yes, your Honor.

JUDGE MINDLIN: One other thing as it occurred to us during the recess. We would ask the parties in preparing their legal memoranda that they, among all of the issues that they consider to be relevant to their positions, address the question of power of the Commission to order studies of the kind that we had talked about either interim or otherwise and the Commission's power, if any, to direct initial payment of

that expense by any party and the ultimate disposition of such expenses.

Are you ready to call your first witness?

MR. WALKER: Yes, your Honor. John Hart.

JOHN M. HART, JR., called as a witness, having been duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. WALKER:

Q Mr. Hart, could you state your full name for the record, please?

A My name is John M. Hart, Jr.

Q Are you employed, sir?

A Yes, general manager of Steamtown Foundation.

Q Can you explain to this honorable court what the Steamtown Foundation is?

A Steamtown Foundation is a museum dedicated to the preservation of Steam and Railroad Americana. It's one of this country's largest railroad type museums.

Q Would that be the Steamtown Foundation for the Preservation of Steam and Railroad Americana, Inc.?

A Yes, sir.

Q Is that the proper full name of your foundation?

A That is correct.

Q Where are you physically located?

A We're physically located in Scranton, Pennsylvania.

Q Do you operate out of a particular place?

A We operate from the Hilton at Lackawanna Station.

Q Do you have any affiliation with the City of Scranton?

A Yes, sir, we do.

Q Can you explain that affiliation to the administrative law judge, please?

A In 1983, the City of Scranton approached the Steamtown Foundation and invited them to relocate the museum from Bellows Falls, Vermont, to the city.

Q For what purpose?

A On behalf of the City, they felt that it would be economic development. On behalf of Steamtown, it was the opportunity to relocate into a more populous area.

Q As a result of the City of Scranton approaching Steamtown, it did relocate?

A There was a contract that was formed between the foundation and the City. The basis of that was the relocation of the museum from Vermont to Scranton in 1984.

Q Are you familiar with Metro Action, Inc.?

A Yes, I am.

Q What affiliation does Steamtown have with Metro Action, Inc.?

A The contract that was signed between the City and Steamtown had as an additional party Metro Action, which is the economic development arm of the Greater Scranton Chamber of

Commerce.

MR. WALKER: Your Honor, I would ask to have this marked as Moscow 1.

JUDGE MINDLIN: It may be so marked.

(Moscow Borough Exhibit 1 was produced and marked for identification.)

BY MR. WALKER:

Q Mr. Hart, I'm going to show you what has been marked as Moscow Borough Exhibit Number 1. Can you take a look at that, sir? I ask if you can identify that.

(Pause.)

A This a signed copy of the contract between the Steamtown Foundation and the City of Scranton.

Q Mr. Hart, are you familiar with that contract?

A Yes, I am.

Q Can you tell the administrative law judge how you're familiar with that?

A Basically the contract outlines what the responsibilities of the Steamtown Foundation are, what the responsibilities of the City of Scranton are, Metro Action and what their responsibilities are.

Q Can you tell this court whether or not that contract speaks to the responsibilities of the maintenance of the trackage?

A Yes, sir. Part of the contract provides that in

compensation for Steamtown moving from Vermont to Scranton the City of Scranton will provide the Steamtown Foundation with trackage to Moscow at a dollar per year for 99 years and that that said trackage will be to FRA Class II standards.

Q Before you get any further, could you please let everybody in the room know which particular page of the agreement you're speaking about?

A Page 5.

Q So that on page 5 of the agreement the agreement places responsibility for the trackage upon the City of Scranton?

A That's correct, Number F.

Q The bridge which is the subject of this PUC hearing, are you familiar with that bridge?

A Yes, I am.

Q Is that located within the perimeters of that trackage?

A Yes, sir.

Q Mr. Hart, you indicated that the City had a responsibility to maintain this in a certain form. Could you elaborate on that, please?

A Again, if you'll refer to page 5, Section F, Class II track or better is a Federal Railway Administration term for providing trackage which is acceptable for passenger service at 30 miles per hour.

Q The trackage which you spoke about, as the general manager of Steamtown Foundation, do you use that trackage?

A Yes, sir, we do.

Q Can you explain how that trackage is used, please?

A Presently the trackage is used as part of the excursion line, what we refer to as the living exhibit of our museum. It's an excursion line that traverses from the Hilton at Lackawanna Station to the former resort terminal of Pocono Summit in the middle of the Pocono mountain resort industry.

Q That trackage, do you know as the general manager of Steamtown -- do you have any knowledge as to who owns that trackage?

A The trackage is presently owned by the City of Scranton.

Q Pursuant to this agreement?

A That's correct.

Q Mr. Hart, can you tell me whether or not you're familiar with the Moscow Borough bridge which is the subject of the hearing?

A Yes, sir, I am.

Q Have you recently been involved in several matters regarding that bridge and maintenance of the bridge?

A Yes, sir.

Q Can you briefly explain for His Honor your involvement in this particular instance?

A There have been several complaints from the Borough of Moscow to the City of Scranton regarding the falling of loose facade material onto the roadway underneath and the sidewalks underneath.

The City, to the best of my knowledge, agreed at a PUC site inspection that the problem did exist and that it would be rectified.

Q Do you recall when that was, sir?

A It was earlier this year, sir. I'm not sure of the date.

Q Were you present at that?

A No, I was not. My assistant manager was.

Q What would his name be?

A Fred Bailey.

Q Besides the problem of the falling concrete, was there any other problems discussed at that time?

A They discussed the problem of falling concrete, the problem of water seepage.

Q Do you know whether or not, Mr. Hart, our borough engineer Mr. Surace was present?

A I believe he was.

Q Do you recall whether or not Mr. Luciani was present, the city engineer?

A Yes, I believe he was.

Q After that site inspection with the PUC officials, can

you tell the court briefly what occurred after that?

A Shortly after we determined -- and I believe by Mr. Luciani -- that the repairs would be addressed by the City another city official responded in the newspaper questioning whether, in fact, the City had responsibility for the bridge. I believe that official's name was Christopher Collin, an advisor to the mayor.

Q What occurred then, sir?

A The following week the mayor responded that, in fact, the City was responsible and that they would be looking into repairs to the bridge.

At about the same time I was informed that the Borough of Moscow was going to attempt to disrupt the revenue flow to the museum by stopping the excursion service, planned excursion service into the Pocono Mountains.

Q At that point in time when you found out that the mayor of the City of Scranton had indicated that they would fix the bridge, when was that? What point in time was that, sir, approximately?

A I would say sometime in early April.

MR. WALKER: I'll mark this as Borough Exhibit Number 2.

JUDGE MINDLIN: It may be marked as Moscow Borough Exhibit 2.

(Moscow Borough Exhibit No. 2 was produced and marked for identification.)

BY MR. WALKER:

Q I'm going to show you a copy of what has been marked as Moscow Borough Exhibit Number 2. Do you recognize that, sir?

A Yes, I do. It was a letter that I sent to Moscow Borough Councilman William Heim.

Q What is that regarding?

A The bridge in question.

Q Was that at the time period that you were discussing before, early April?

A Yes, sir.

Q Why did you send this to Mr. Heim?

A Again, it had to do with the questions that were raised by the Moscow Borough Council with the bridge.

Q In that letter did you indicate that if the City failed to initiate the repairs to the structure by the week of April 27th that your organization would start such repairs?

A That's correct, sir.

Q Could you tell the court why April 27th was a date which you picked?

A Because I had the impression from Councilman Heim and others, including yourself, that Moscow Borough would seek injunctive relief from the Court of Common Pleas in Lackawanna County to prevent us from opening on our scheduled May 2nd day.

Q The conversations that you were having with the City,

did they occur on or about the same date as that letter?

A I'm not sure.

MR. WALKER: I will mark this as Borough Exhibit 3.

JUDGE MINDLIN: You may.

(Moscow Borough Exhibit 3 was produced and marked for identification.)

BY MR. WALKER:

Q Mr. Hart, I'm going to show you what we have marked as Moscow Borough Exhibit Number 3. Can you identify that, please?

A Yes, this is a letter that I sent toward the end of the month to Mayor David Wenzel.

Q Did you have any conversations with Mayor Wenzel prior to sending this letter?

A Several, sir.

Q Can you tell us basically what that letter indicates, sir?

A This indicates that Steamtown would be willing to initiate repairs of the span beginning Monday, April 27th, but that such action by Steamtown would not waive any right that it may have in the matter.

Q You sent that letter after agreeing with Mayor Wenzel that you would initiate the temporary repairs on this bridge for this one time only?

A Yes, sir.

Q Did you have any conversations with Mr. Wenzel regarding who had the ultimate responsibility?

MS. GALLO: I would object to this as hearsay.

JUDGE MINDLIN: Would you read that question back?

(Whereupon, indicated question read by reporter.)

MR. WALKER: The end of the question would be for the repairs of the bridge, your Honor.

JUDGE MINDLIN: Objection overruled.

BY MR. WALKER:

Q Did you have any conversations with the mayor, Mayor Wenzel, regarding who would be responsible for the ultimate repair of this bridge?

A I explained to the mayor, as is noted in my letter of April 24th, that in no way did I want the position that Steamtown was repairing this bridge reflect that we were taking responsibility for the bridge since the contract signed in 1983 put that particular problem with the City.

Q You did have conversations with Mr. Wenzel?

A Yes, sir.

Q That letter which you sent, was that a confirmation letter which you sent to him?

A Yes, sir.

Q When you spoke of an agreement, is that Moscow Borough Exhibit Number 1 which you had previously reviewed?

A It is, sir.

MR. WALKER: We would request that that be marked as Moscow Borough Exhibit Number 4.

JUDGE MINDLIN: It may be.

(Moscow Borough Exhibit 4 was produced and marked for identification.)

BY MR. WALKER:

Q I'm going to show you what has been marked as Moscow Borough Exhibit Number 4, which is a letter dated April 24th addressed to Attorney James Walker as solicitor for Moscow Borough. Is that a letter which you had sent to me?

A Yes, sir, it is.

Q Is that also a confirmation letter?

A Yes, sir.

Q Could you just briefly state for the record what the essence of that letter is, sir?

A This is to inform you as solicitor of Moscow Borough that Steamtown Foundation would undertake the repair of the bridge beginning Monday, April 27th.

Q Were those repairs undertaken?

A Yes, they were.

MR. WALKER: I would ask to have this marked as Moscow Borough Exhibit Number 5.

JUDGE MINDLIN: It may be.

(Moscow Borough Exhibit 5 was produced and marked for identification.)

BY MR. WALKER:

Q I'm going to show you what has been marked as Moscow Borough Exhibit Number 5 and ask if you can identify that.

A This is a response from Mayor Wenzel to my letter of April 24th which accepts the offer of Steamtown to do the repairs on the Moscow Borough bridge and grants permission to the foundation to initiate repairs.

Q Is that after your conversations with Mayor Wenzel --

A Yes, it is.

Q -- about the bridge itself? During those conversations, at any time did Mayor Wenzel indicate to you that Steamtown had responsibility to maintain that trackage and bridge?

A No, sir, he did not.

Q At any time during those conversations with you, did Mayor Wenzel as a representative of the City of Scranton indicate to you that it was the City of Scranton which had the ultimate responsibility for the repair and maintenance of the subject bridge?

MS. GALLO: I would object again. Hearsay.

JUDGE MINDLIN: That question was with respect to the mayor?

MR. WALKER: Yes, your Honor, the mayor of the City of Scranton.

JUDGE MINDLIN: We'll receive it subject to objection.

BY MR. WALKER:

Q If you could, Mr. Hart.

A During my conversation with the mayor, there was never a question raised as to who had the responsibility for the bridge. I assumed that the responsibility for the bridge was with the owner, the City of Scranton, based on Exhibit A, the contract.

Whether or not we specifically got into that statement in our meetings of April 24th or earlier, I really cannot recall.

Q Mr. Hart did you as the general manager of Steamtown take any measures to correct the condition of the bridge?

A Yes, sir.

Q Could you tell this court what measures you did take keeping in mind the discussions which we had prior to the evidence being taken in this case?

(Pause.)

Q Let me rephrase that. You were present, I believe, when we discussed certain measures which were taken, is that correct?

A Yes, sir.

Q Would you please reiterate what steps you took to His Honor here so that we can understand them?

A Well, when it became obvious that Steamtown would have to undertake the repairs of this bridge to eliminate any

possible delay to our opening season, one of our board members, a man by the name of John Luciani, Sr., who has been in the contracting business for many years, agreed to coordinate a project to repair the bridge.

Using funding from the museum, we hired the expertise and the equipment necessary to do the job. The job was completed within, I believe, nine days. That's about the size of it.

Q Can you tell us what kind of work was done, specifically?

A All of the loose facade was removed from the bridge. The bridge then had gunite applied to it. The pillars supporting the middle of the bridge were reenforced, as I believe Mr. Luciani, Jr. stated, with concrete. I believe steel reenforced concrete. Is that correct?

MR. LUCIANI: Yes.

THE WITNESS: The job was done to those specifications.

BY MR. WALKER:

Q The temporary work was done, is that correct?

A I have no idea, not being an engineer, whether it was temporary or permanent in nature.

Q When I say temporary, the work regarding the falling of the concrete was done at that particular time?

A Correct.

Q Mr. Hart, did Steamtown also indicate to Moscow

Borough Council that it intended to do some more work at the close of their season, so to speak?

A Yes, we did.

Q Can you explain what kind of work remains to be done?

A It remains to be done to stop the flow of water onto the deck of the bridge. I believe people from PennDOT have already spoken to that earlier this morning.

Q Do you have a plan of attack as to how you're going to stop this seepage?

A I believe that has to be discussed during the summer months. It would appear to me that you have two ways to stop that flow of water. You either remove the trackage and get to the deck of the bridge and put some sort of a membrane sealer on the concrete, or you try to stop the flow of the water at its source.

JUDGE MINDLIN: Maybe we can clarify this. Your original work in taking care of the spalling and those related conditions, was that done with the prior knowledge and consent reflected in this letter of the City? For example, reflected in Mayor Wenzel's letter of April 24th?

THE WITNESS: Yes, sir.

JUDGE MINDLIN: Was the specific work presented to the City for approval, or was it done entirely within the judgment and decision of Steamtown?

THE WITNESS: The scope of work was handled based on the

specifications brought up by the city engineer's office.

JUDGE MINDLIN: The work that remains to be done, have there been specifications prepared of any kind with respect to that?

THE WITNESS: I do not believe so, sir.

JUDGE MINDLIN: Has there been any kind of understanding with the City of Scranton with respect to the need for the work and the scope of the work?

THE WITNESS: I don't believe so.

JUDGE MINDLIN: When Steamtown undertook to do this further work, did Steamtown have any defined idea of what was entailed?

THE WITNESS: Yes, sir, we do. We believe to seal the bridge it will take our Maintenance of Way Department approximate three to four to remove the trackage, to affix this material to the top of the bridge and then replace everything. It's going to be a costly measure.

JUDGE MINDLIN: When you say we, who is we?

THE WITNESS: Steamtown.

JUDGE MINDLIN: You have technical expertise to address a problem of that kind?

THE WITNESS: Our Maintenance of Way Department does, yes, sir.

JUDGE MINDLIN: This work that you have described is work that has been recommended by your Maintenance of Way

Department?

THE WITNESS: I've had two recommendations. One is to do that type of work. The other is to stop the flow of water under the bridge. I have to admit that until this morning's testimony I wasn't aware that there was water being diverted from the borough street to the bridge.

I was under the impression that the water coming onto the bridge was surface water on the bridge itself. I wasn't aware that we were the recipient of water other than that from the tracks.

JUDGE MINDLIN: Did Steamtown have any transaction with any other party with respect to the need for this work, other than the Borough of Moscow?

THE WITNESS: Pardon me.

JUDGE MINDLIN: Did Steamtown have any transaction with any other party than Moscow with respect to the scope of this water work, so to speak, and the responsibility and cost for that work?

THE WITNESS: No, sir.

JUDGE MINDLIN: Was that a responsibility that Steamtown undertook in some kind of arrangement or transaction with Moscow Borough?

THE WITNESS: It was a responsibility that Steamtown undertook under threat that Moscow would seek injunctive relief to stop us from running our planned excursions. Without the

revenue from the planned excursions, it would jeopardize the employment of some 75 people.

JUDGE MINDLIN: In these various letters where repairs are referred to and your letters, Exhibits 3, 4 and 5, and acknowledgement letter from the mayor, was this water situation with the contemplation of the repairs to which reference was made in that correspondence?

THE WITNESS: I believe the letter of April 24th addressed the spalling condition.

JUDGE MINDLIN: Has there been any discussion between Steamtown and the City of Scranton or any other party -- well, let's limit it now -- between Steamtown and the City of Scranton in respect of these water repairs?

THE WITNESS: Has there been discussion?

JUDGE MINDLIN: Yes.

THE WITNESS: Other than addressing the immediate problem, sir, no.

JUDGE MINDLIN: You are a general manager. Are you in a position to state -- and if you are we'll determine how -- on behalf of Steamtown what Steamtown's position is in respect of the contract as it involves or may involve these water condition repairs?

THE WITNESS: Steamtown's position with regard to the bridge, the bridge supporting the trackage that is outlined in the contract between the City and Steamtown, is that the City

of Scranton has a responsibility to maintain the trackage to Class II conditions since trackage cannot be suspended from mid air.

Also, the City has a responsibility for the sub-base of the trackage, as well.

JUDGE MINDLIN: If that is the case, can you explain to us why you have not before today expressed that position to the City in respect of these water condition repairs?

THE WITNESS: We have discussed our position regarding the contract and different segments of the contract with the City several times.

JUDGE MINDLIN: Specifically, have you ever said to the City in somewhat these terms, "There is a water condition here. It needs to be repaired. Under the contract, we're looking to you to address that problem"?

THE WITNESS: Verbally, sir, but not in writing.

JUDGE MINDLIN: With whom?

THE WITNESS: We discussed water problems not only at this bridge but also two other problems at Elmhurst Township, I believe, with blocked culverts. We discussed that with the mayor. I have discussed it with a few councilmen, and I believe Mr. Luciani and I had a discussion regarding the culverts as well.

JUDGE MINDLIN: All of these contacts have been oral?

THE WITNESS: Yes, sir.

JUDGE MINDLIN: Go ahead, Mr. Walker.

BY MR. WALKER:

Q At the PUC site inspection which occurred and at which Steamtown was represented at, do you know whether or not this leakage problem was addressed at that time as one of the problems of the bridge?

A I believe Mr. Bailey informed me that it was.

JUDGE MINDLIN: Who informed you?

THE WITNESS: Mr. Bailey, my assistant general manager and operations director.

JUDGE MINDLIN: Again, the City of Scranton was represented by their engineer at that time?

THE WITNESS: Yes.

JUDGE MINDLIN: Let me ask you as general manager. Do you recognize a distinction in the problems that may exist with respect to the water condition as to those problems which adhere in the bridge as such -- may adhere in the bridge as such and those problems which may adhere and conditions attributable hypothetically presently to the Borough of Moscow?

THE WITNESS: Would you repeat that, your Honor?

JUDGE MINDLIN: Have you considered the distinction between the water conditions which may relate proximately to the bridge and its structure and the water conditions which may relate proximately to conditions for which the Borough of Moscow may be responsible?

THE WITNESS: No, sir. I wasn't aware that there was a water condition caused by run-off from the Borough until this morning. I believe my operations director was, but it never struck home, so to speak, until this morning.

MR. WALKER: May I ask a question along that line, your Honor?

JUDGE MINDLIN: Go ahead.

BY MR. WALKER:

Q Mr. Hart, you indicated that you were not aware that there was a run-off problem resulting from the borough street until this morning. Is that correct?

A That's correct, sir.

Q For the record, you only are aware of a run-off problem, if any exists, from the comments of various lawyers or engineers here today and not from any testimony. Is that correct?

A Yes, sir.

Q Even if there is a run-off problem, you don't know if that were to come from a borough street or a Pennsylvania Department of Transportation street, is that correct?

A I don't know right now, but I will know this afternoon.

Q Of course, you wouldn't know because you had no prior knowledge.

A That's correct.

JUDGE MINDLIN: We need to intrude again for clarification. Do I recall your earlier testimony that you consider that Steamtown is bound in some fashion to the Borough of Moscow to do repairs in respect of this water condition or water conditions after the close of your season?

THE WITNESS: No, sir. I informed the council of Moscow that those repairs had to be undertaken and that we would discuss this with the City and that we would do those repairs after the season concluded.

JUDGE MINDLIN: That Steamtown would do those repairs?

THE WITNESS: That's correct. We have the ability to do the repairs. I still want to discuss this with the City. You have the letters of our request to the City to allow us to do those repairs. There is no doubt that the repairs have to be made.

My concern to the immediate repairs that were done in April were to preserve Steamtown. That's my priority.

JUDGE MINDLIN: In view of the undertaking that you have just described, can you tell us whether you as general manager are of the opinion and judgment that you have personnel in your Maintenance of Way Department who would have sufficient expertise to study the question of the source of the water?

THE WITNESS: Yes, sir. I believe my Maintenance of Way Department would be able to determine that.

BY MR. WALKER:

Q Mr. Hart, you indicated that you have made repairs on the bridge and that you intend to make repairs after your season on this bridge. Is it correct in stating that you have made the repairs only after speaking with the City of Scranton and only after indicating that you are making them on a one-time basis?

A That is correct.

Q The subsequent repairs, that would be the repairs to be made after the season, are those repairs going to be made along the same lines and with the same agreement with the City of Scranton?

A If need be, yes.

Q You have not assumed any responsibility for the continual maintenance of said bridge, have you?

A No, we have not.

MR. WALKER: Nothing further, your Honor.

JUDGE MINDLIN: Cross-examination. The City of Scranton.

CROSS-EXAMINATION

BY MS. GALLO:

Q Mr. Hart, could you briefly describe to the court what type of equipment or machinery runs over those tracks on the Moscow Borough bridge?

A We use diesel engines. We use steam locomotives and passenger car equipment.

Q Could you state the weights of those?

A It varies.

Q What is the largest one that goes over?

A The largest piece of equipment, I would imagine, would be our steam locomotives.

Q Can you tell me how many tons that is?

A I'm afraid I couldn't. That is a technical question that my operations people would have to answer.

Q Do you know what the maximum velocity of the trains is going over that bridge?

A The speed of the trains?

Q Yes.

A At that particular time when they go over that bridge, I would say they are in the neighborhood of five miles an hour. That is a switching station, or I should say a run-around track. Both trains east and west bound meet over that bridge and they are switched off at that bridge. The speed is very, very minimal at the Moscow station.

MS. GALLO: I have no further questions.

JUDGE MINDLIN: Department of Transportation.

MR. ZAHN: Yes.

CROSS-EXAMINATION

BY MR. ZAHN:

Q Mr. Hart, you mentioned the company was willing to undertake these repairs. You didn't say anything about financial responsibility. Are you looking toward the City of

Scranton to be reimbursed, or are you doing this at your own cost and expense?

A That would be up to my board of trustees to decide whether they wish to bill the City for the work that was performed or not.

Q Was it discussed as to who was going to pay for it?

A No. There wasn't any open discussion on it. The general consensus was that we had to open, and we had to take the action that we took to ensure that we would open.

Q You referred to page 5 of your agreement. Can you show me there where it's the responsibility of the City to pay for the maintenance of the track over which you operate?

A Under Subsection F, "The CITY will secure the operational rights for an excursion route to operate the trains of STEAMTOWN upon the former Lackawanna main line of Conrail between the CITY and Moscow, Pennsylvania, and/or other trackage rights of other rail companies on Class II track or better. The rights either through lease or purchase of the track, which shall be available to STEAMTOWN during the term of its lease of the facilities for 99 years in the CITY, all as part of the rental of One ($1.00) Dollar per year, as is set forth in 1(b) above."

Q That is talking about operational lines. That's not talking about maintenance.

A It's operational rights at Class II or better.

Q How does that address the responsibility of maintenance?

A If the bridge falls down, you can't have track at Class II above it.

MR. ZAHN: Thank you.

JUDGE MINDLIN: Without prejudice to your filing a motion to dismiss, Mr. Cummings.

MR. CUMMINGS: No questions.

MR. WALKER: Your Honor, no redirect. We would move for the entry and admission of Exhibits 1 through 5.

MR. ZAHN: No objection.

JUDGE MINDLIN: The five exhibits are admitted.

MR. WALKER: Thank you, your Honor. Thank you, Mr. Hart. You may be dismissed. Any objections?

MR. ZAHN: No.

JUDGE MINDLIN: You may be dismissed. We were wrong in anticipating that we should be recessing when we said. Are we still wrong now?

MR. WALKER: Your Honor, my next witness would be our engineer who has a vital appointment at 2 o'clock which he has to keep.

JUDGE MINDLIN: You wish to proceed?

MR. WALKER: Yes, we do.

MR. ZAHN: No objection.

DOMINIC T. SURACE, called as a witness, having been duly

sworn, was examined and testified as follows:

MR. WALKER: May I, your Honor?

JUDGE MINDLIN: Yes.

DIRECT EXAMINATION

BY MR. WALKER:

Q Mr. Surace, would you state your full name and address for the record, please?

A My name is Dominic T. Surace; 517 Marjorie Drive, Dunmore, Pennsylvania.

Q Mr. Surace, in what capacity are you employed?

A I'm employed as a consultant for the Borough of Moscow.

Q What type of consultant?

A Consulting engineer.

Q Do you have a background in engineering?

A Yes, I do.

MR. ZAHN: We accept him. He used to work for the Department of Transportation. We made him a pretty good engineer.

JUDGE MINDLIN: Just tell us your engineering --

THE WITNESS: I am a registered professional engineer in the State of Pennsylvania. I've been in the engineering profession for 31 years.

JUDGE MINDLIN: What type of engineering is that?

THE WITNESS: Civil.

MR. WALKER: Your Honor, if I could query the other parties as to whether or not there is any further need to qualify him as an expert as an engineer?

MR. ZAHN: We accept him as an expert.

MS. GALLO: We accept him.

JUDGE MINDLIN: The record will show that.

MR. WALKER: Thank you, your Honor.

BY MR. WALKER:

Q Mr. Surace, are you familiar with the Moscow Borough bridge which is the subject of this litigation?

A Yes, I am.

Q Can you tell His Honor how you first became involved in this matter, please?

A The borough council had brought to my attention that there was a potential safety problem down there due to the deterioration of the concrete. As a result of this, I made a cursory inspection of the structure.

Q When did you first become involved in this particular matter?

A I am going to use approximate dates. I don't have them tied right down. I would say approximately a year ago.

Q Can you tell us how you first became involved after council requested you to come? How did you first make your inspection?

A Well, there were a few meetings. The council members

were involved, people from the Public Utility Commission, personnel from the City of Scranton, Steamtown and myself. We made a cursory type inspection as a group. There were certain findings that we discussed.

Some of the findings I would like to bring to the attention -- my personal findings to the attention of the court.

Q Can you tell the court how many times you made an inspection with the City of Scranton officials and with the PUC officials?

A Three times. No. Twice with the City of Scranton and twice with the PUC and once with the Borough.

Q The first time when the City of Scranton and PUC officials were present, do you recall when that was approximately?

A No, I really don't know. I can't tell you the approximate date.

Q Did you make an inspection on February 3rd, 1987?

A I had that recorded when I made my inspection.

Q As Moscow Borough solicitor and as Moscow Borough engineer, did we meet in preparation for this hearing?

A Yes, we did.

Q Did I query you with several areas that the PUC requested that we get into in regard to questions and procedure in this particular case?

A Yes, you did.

Q Are you familiar with those questions?

A Yes, I am.

MR. WALKER: Your Honor, for the sake of expediency, I think it would be proper if we just went through the questions with Mr. Surace.

JUDGE MINDLIN: Go ahead.

BY MR. WALKER:

Q Mr. Surace, with regard to Question Number 1, did you review that question where it indicates that the Borough should submit a plan of the general area of the involved crossing, showing, among other things, the location of the existing crossing in relation to adjacent highways, borough streets, rail lines and other public crossings within a one-mile radius and that the Borough should indicate other significant improvements and facilities as appropriate? Did you have an opportunity to review that question?

A Yes, I did. As a result, at the present time there is a major sewer project going on in the Borough of Moscow. There are some good maps prepared by the Borough Sanitary Authority. We're going to use those to respond to that question.

MR. WALKER: Your Honor, I'm going to mark what I will call Borough Exhibit Number 6, which is a large map prepared by the Moscow Sewer Authority. I have made photocopies of the relevant section, which I will distribute to counsel. We were

unable to obtain but one copy of this large map. I will distribute copies of the relevant section to everybody involved.

(Moscow Borough Exhibit 6 was produced and marked for identification.)

BY MR. WALKER:

Q I will show you what has been marked as Borough Exhibit Number 6. Do you recognize that?

A Yes, I do.

Q Can you tell us what that is, sir?

A This is a map of the Borough of Moscow that was developed to install the sewers up there. It indicates all of the streets, and it also shows the specific bridge that we're discussing here this morning, the location of it and the other streets that are adjacent to it.

Q Mr. Surace, I'm going to show you what has also been marked as Number 6. Can you tell us what that is for the record, please?

A This is a portion of the map showing where the bridge is located in reference to the immediate surrounding streets.

Q Was that photocopied from the larger map which you have in front of you?

A It sure appears that way.

Q Mr. Surace, in regard to Question Number 1 which the PUC has asked that we address, can you please use that map and

address that particular question, please?

A From a study of this map and some other maps that I have, the street that goes underneath is Traffic Route 690. It is a road that is owned and maintained by the Commonwealth of Pennsylvania, Pennsylvania Department of Transportation.

Q Did you review Pennsylvania Department of Transportation material?

A I have a map that was developed by the Pennsylvania Department of Transportation indicating so.

Q Is the bridge located on that, on Exhibit Number 6?

A Yes.

Q Would you please circle on each of the exhibits--that would be Exhibit Number 6, which is the full map, and the photocopy segment of Exhibit Number 6. Could you circle it in red, please?

JUDGE MINDLIN: Off the record.

(Discussion off the record.)

JUDGE MINDLIN: We've now all had the opportunity to observe the witness' marking.

BY MR. WALKER:

Q Mr. Surace, before I interrupted, you were stating that the bridge is located near a PennDOT road.

A I indicated that the road going under the bridge, Traffic Route 690, is a PennDOT road. I was going to say that the road that runs perpendicular to this, which is Traffic

Route 435, is also a road owned and maintained by the Pennsylvania Department of Transportation. The nearest street that the borough owns is New Street.

Q Can you tell us where that is in relation --

A If you're looking at the map and north is at the top of the map, it would be to the east of the bridge.

Q Does that run underneath the bridge at all?

A No, sir, it does not. It intersects with Traffic Route 690 or Legislative Route 35005.

MR. WALKER: Your Honor, did you have a question?

JUDGE MINDLIN: This sectional Exhibit 6 on which you made the marking, where is north on that map?

THE WITNESS: Looking right at the top of the map, sir. Looking straight ahead. That's correct.

JUDGE MINDLIN: Where are these two routes that you were talking about?

THE WITNESS: If you look there and you see Main Street, Main Street is just to the west of the railroad. Main Street is Traffic Route 435, Main Street in Moscow Borough. Market Street, as indicated on this map, is Traffic Route 690, right at the location of the bridge.

MR. WALKER: Your Honor, I would request that the witness, with the permission of the court, mark Route 435 in red and mark Route 690 in red.

JUDGE MINDLIN: Yes, that's permissible.

MR. WALKER: Again, with the court's permissions, I'll show it to other counsel.

JUDGE MINDLIN: Right.

(Pause.)

BY MR. WALKER:

Q Would it be fair to say that both Route 690 and Route 435 run near that bridge?

A Yes.

Q Where does 690 come from?

A This is rather difficult because 690 runs in a east and west direction, which is Church Street on the west. I don't exactly know where it is on the right, but it could be Brook Street. Traffic Route 690 on the right would be Brook Street. That would be running on the east side of the tracks.

Q When you look at the segment marked Exhibit Number 6 where it says Market Street, is that Route 690?

A A portion of that is. Then it goes up to Brook Street.

Q Brook Street as it goes farther out away from the bridge, is that correct?

A That is correct.

Q On the other side --

A It would be Church Street, 690.

Q With regard to Route 435, is that also known as Main Street in the Borough of Moscow?

A That's correct.

JUDGE MINDLIN: Would you put a north symbol on the map?

THE WITNESS: Your Honor, it's on here. I'll put a north on here.

(Pause.)

JUDGE MINDLIN: May I see it, please?

(Pause.)

BY MR. WALKER:

Q Mr. Surace, the other surrounding streets in the area of that bridge, have you been able to determine who owns those streets?

A Yes, I have a fairly good idea who owns them.

Q Are there any borough streets outside of New Street in that particular location?

A You have Lincoln Street, which is near the tracks and which is -- Lincoln and Van Brunt.

Q The streets that run underneath the bridge, are they PennDOT streets or are they borough streets?

A The street that runs underneath is Traffic Route 690, known in Moscow Borough as Market Street. It's a PennDOT owned and maintained highway.

Q Could you describe, if you will, what other rail lines or public crossings are there in that area outside of the bridge itself within a one-mile radius?

A I'm not aware of any within a one-mile radius.

Q Is there a railroad station at that point somewhere?

A Yes. To the north of the bridge there is a railroad station.

Q Have you been able to determine who owns that facility?

A I believe Steamtown bought that.

Q Can you identify for the court any other significant improvements and facilities in that area, if any?

A Well, in that particular area, like I said, the major project right now in the Borough is the installation of sewers. There is an infiltration station being put in down there. There is a plant being put down in the area of Brook Street, sewage treatment plant.

Q The sewage treatment plant, that is on which side of the bridge?

A Excuse me. That shows up here. It's down by Willow Street. I'm sorry. I made a mistake there. It shows up on this map where the waste water treatment plant site is.

JUDGE MINDLIN: That is in the upper right portion of Exhibit 6.

THE WITNESS: That's correct.

BY MR. WALKER:

Q Mr. Surace, in regard to the sewage treatment plant and in regard to the most heavily populated area of the Borough of Moscow, where is the sewage treatment plant located in

regard to that heavily populated area?

A I believe it would be to the northeast of the heavily populated section of the town.

Q Would it be on the other side of the railroad tracks?

A It's on the easterly side of the track. The heavily populated part of town is on the west side of the track.

Q With regard to the queries which were presented by the PUC, with regard to Query Number 2, the PUC has requested that the Borough submit testimony describing the location of the rail highway crossing below grade in relation to public improvements and facilities and other adjacent rail highway crossings. You touched upon that briefly. Are there any other public improvements and facilities located in that specific area?

A Not to my knowledge.

JUDGE MINDLIN: Are there any drainage facilities that you are aware of within that vicinity?

THE WITNESS: In the area of Brook Street and Market Street, it has some major drainage facilities in that area but not near the track to take care of this problem we're discussing today. I'm not aware of it.

JUDGE MINDLIN: How far away is Brook Street from the bridge? Brook Street is at the right middle portion of Exhibit Number 6.

THE WITNESS: That's correct.

JUDGE MINDLIN: Is that approximately a city block or what, a block and a half?

THE WITNESS: That would be about a city block and a half.

MR. WALKER: May I, your Honor?

JUDGE MINDLIN: Yes. I'm sorry.

BY MR. WALKER:

Q Could you describe for the court, please, the bridge itself and the crossing itself?

A To the best of my knowledge, I anticipate that this bridge is approximately 60 years old. The bridge was built to carry the railroad tracks over this particular highway. It is a concrete structure with columns in the center to support the tracks above and the trains that run over it.

Q In regard to Query Number 4, could you describe in detail the type, condition and width of the pavement of the roadway approaches to this below grade crossing?

A I had that information, but since it's a Pennsylvania Department of Transportation highway and they are asked to provide the same information, maybe I'm just taking away some of their thunder.

MR. ZAHN: Please do.

THE WITNESS: The highway beneath the subject structure is State Route 0690, which we alluded to, Legislative Route 172, Traffic Route 690.

The bridge site is located at the intersection of Traffic Route 690 and Traffic Route 435 in the Borough of Moscow.

BY MR. WALKER:

Q Both PennDOT roads?

A That's correct.

Q Continue, please.

A The pavement adjacent to the structure is bituminous with a concrete base and is in fair condition.

Q The information which you received regarding that query --

A Route 435 is 36 feet wide, and Route 690 is 22 feet wide.

JUDGE MINDLIN: Incidentally, will there be some photographs?

MR. WALKER: Yes, your Honor. They will be presented through counsel.

BY MR. WALKER:

Q Mr. Surace, where did you receive that information from?

A Pennsylvania Department of Transportation.

Q Who in particular?

A Mr. Keisling.

Q Is Mr. Keisling present?

A Yes.

Q Mr. Surace, in regard to Query Number 4, are there any

other streets in that area besides New Street which is owned by the Borough? When I say that area, I mean specifically running along side or underneath the bridge.

A No. That's the only one. On the east side is New Street, and on the west side, which runs into 435, is Van Brunt Street.

Q Would either Van Brunt Street or New Street run underneath the bridge?

A No.

Q In regard to Query Number 5 raised by the Public Utility Commission, would you please describe the horizontal and vertical alignments of the roadway approaches to the below grade crossing in this instance?

A The vertical grade of Route 690 as it approaches the bridge is relatively flat. Route 435 adjacent to the intersection with Route 690 in a sag vertical curve with an eight-percent grade to the south and nine-percent grade to the north.

Horizontal alignment on Route 435 consists of an eight-degree curve on the north and approximately six-degree curve on the south approach.

Q Can you describe for us, Mr. Surace, the facilities present on the approaches mentioned to the below grade crossing at the crossing to accommodate pedestrian traffic?

A There is a sidewalk. The under-clearance at the

bridge is variable. It's 12 feet nine to 13 feet ten inches.

JUDGE MINDLIN: Is New Street on any grade?

THE WITNESS: It's quite flat in that area.

JUDGE MINDLIN: Is it approximately the same elevation as the roadway under the bridge?

THE WITNESS: I would say it would be a little lower.

JUDGE MINDLIN: What is the grade of Market Street?

THE WITNESS: Market Street right in the area of the bridge is relatively flat.

JUDGE MINDLIN: Going in a northeasterly direction on Market Street away from the bridge.

THE WITNESS: I would say the grade of the road drops to the east.

JUDGE MINDLIN: Drops to the east. Do I understand this matter of grade correctly that the only area, including street area, which is on a grade downward to the vicinity of the bridge is South Main Street?

THE WITNESS: That has a heavy grade coming in both directions in the area of the bridge.

JUDGE MINDLIN: If drainage were taking place in that area, is it a correct inference that the drainage would be in a southerly and southeasterly direction toward the roadway and bridge, toward the roadway under the bridge and the bridge itself?

THE WITNESS: Main Street, your Honor, the contour of

that road is such that the water would be running in both directions. You have a sag curve in there. What I'm saying is it would be draining -- the water would be draining from the north and the south.

JUDGE MINDLIN: From the north and the south?

THE WITNESS: That's correct.

JUDGE MINDLIN: And collecting under the bridge as a basin?

THE WITNESS: In that general area.

BY MR. WALKER:

Q Did you have an opportunity to review this general area to see if there is any drainage facilities in the area where His Honor is talking about?

A I have.

Q Can you describe where they are, please?

A What had me concerned and what I exerted most of my effort on was the fact that the water was seeping down through the track and how it impacted on the structural integrity of the bridge.

The water that was running on the roadway and that I didn't pay too much attention to. I really couldn't stand here before you today and give you any intelligent answers regarding that water. I didn't put much effort into the study of it. I observed that the water was infiltrating through to the roadway there.

Q Why did you do that, sir?

A We had icicles all winter up there, and we were concerned about the icicles falling down on the children and pedestrians that were walking underneath the bridge. I also was concerned about what impact it was having on the structural integrity of the bridge.

JUDGE MINDLIN: Do you have any idea from your study what the origin and source of the water is that produced the icicles?

THE WITNESS: We discussed this downstairs this morning. I feel that primarily you have some surface water coming underneath the track, and you have a similar condition right where the bridge is. There is a slight sag in the railroad.

I believe the water might be draining in both directions at that particular point and getting down into that.

JUDGE MINDLIN: There is a railroad right-of-way, obviously, of which the bridge is a part.

THE WITNESS: That's correct.

JUDGE MINDLIN: Does that right-of-way have a grade?

THE WITNESS: From my discussions this morning with John Luciani, we feel that has grades running in both directions and the low point is right at the bridge, similar to what the highway is on Market Street but not as steep, of course.

JUDGE MINDLIN: Is the elevation of the railroad right-of-way -- withdraw that. What is the relative elevation

between the right-of-way of the railroad, New Street and Main Street?

THE WITNESS: I would say where the railroad crosses over 690, right in that particular area, between the roadway, the elevation of the roadway, and the elevation of the track you're looking at probably 18 feet. The track is higher.

JUDGE MINDLIN: The track is higher than New Street and higher than Main Street?

THE WITNESS: Yes. As this thing starts going up real quickly, 435, which is Main Street, and heading to the north and to the south, the grade of the road eventually gets up approximately to the grade as the railroad. It's back a couple hundred feet in both directions.

JUDGE MINDLIN: Do you know of any situation there that would account for drainage of water off street or highway surfaces onto the right-of-way and onto the bridge?

THE WITNESS: I feel what we need to do, as we discussed this morning, we need to take a look at -- because of the fact that there was poor maintenance done of this track -- there was no maintenance done for years. There was nobody using it.

The railroad then was torn out. I feel as a result the drainage for the tracks, as a result of not being maintained, is causing us this drainage problem upon the tracks.

The best solution to correct this problem -- I really don't know offhand. I don't know the severity of the problem.

JUDGE MINDLIN: Go ahead. I believe that ought to take care of out intrusions for a while.

MR. WALKER: Feel free.

BY MR. WALKER:

Q Mr. Surace, I'm going to show you what we're going to mark for identification as Moscow Borough Exhibits 7A through G, which are seven photographs.

(Moscow Borough Exhibits 7A-G were produced and marked for identification.)

MR. WALKER: Your Honor, I will present to the parties photostatic copies of the snapshots. I'm going to give them the opportunity to look at the photographs.

(Pause.)

JUDGE MINDLIN: Before we address these photos, we're compelled to clarify a few other things for ourselves. South Main Street is what you have designated as Traffic Route 435, is that correct?

THE WITNESS: Yes, sir.

JUDGE MINDLIN: Did you or did you not from your knowledge indicate that was a state highway?

THE WITNESS: That's correct.

JUDGE MINDLIN: Market Street also constitutes Traffic Route 690, is that correct?

THE WITNESS: At the bridge, sir, that's correct.

JUDGE MINDLIN: 690 runs up Market Street, so to speak,

from the bridge in a northeasterly direction, and that is a state route.

THE WITNESS: That is correct.

JUDGE MINDLIN: Main Street, is that a borough street?

THE WITNESS: That's a borough street.

JUDGE MINDLIN: In your search of the records, can you say from your knowledge of the records, and if necessary indicate what records, who owns the bridge and owns the right-of-way?

THE WITNESS: I attended a meeting, and we discussed a contract that was presented into evidence here earlier this morning.

JUDGE MINDLIN: Who was at this meeting?

THE WITNESS: A gentleman from the PUC, a PennDOT representative, City of Scranton representative, Moscow Borough representative and myself. It was at that particular meeting. It was my opinion that it was determined that the City of Scranton was the owner of the structure and would be responsible for the maintenance of the structure.

JUDGE MINDLIN: The right-of-way of the railroad where the track lies is also the property, in whatever legal form, of the City of Scranton?

THE WITNESS: That's correct, your Honor.

JUDGE MINDLIN: Go ahead.

BY MR. WALKER:

Q Mr. Surace, I'm going to show you what has been marked as Moscow Borough Exhibits 7A through G, which are seven photographs. Could you take a look at those for a moment, please, and tell us whether or not you can identify them.

(Pause.)

A These are the photographs of the bridge.

Q Do those photos truly and accurately depict that bridge which is the subject of this litigation?

A At the time these pictures were taken and prior to these temporary repairs, that's correct.

Q As you indicated, they were taken prior to the temporary repairs which Steamtown made, is that correct?

A That's correct.

JUDGE MINDLIN: Do you know when they were taken?

THE WITNESS: Yes. They were taken 4/14 1987.

JUDGE MINDLIN: April 14th, 1987?

THE WITNESS: April 14, 1987.

BY MR. WALKER:

Q Mr. Surace, would you describe what is depicted in Photograph 7A?

A Here is the condition that had me very much concerned. There was rapid deterioration of these columns. You would ask yourself, "Well, why are these columns so badly deteriorated at the bottom and not so badly deteriorated at the top."

I concluded that one of the possibilities was the fact

that certain types of chemicals that they were using in the winter months for winter maintenance may have that impact on them.

Q What type of chemicals?

A Possibly salt or calcium.

Q Salt or calcium, those chemicals would normally be used by PennDOT?

A Yes. If they are maintaining the road underneath, I would assume they would be using them.

Q Would the seepage of water have any effect on those columns, and could it contribute to that particular condition?

A If you look at that photograph and you look up higher, you see the discoloration. Yes, that's what is causing the problem where the bridge beams are sitting on the pier itself. You see the discoloration and what have you.

I don't believe that that is the cause of this deterioration at the bottom of the columns.

Q In regard to Photograph 7B --

JUDGE MINDLIN: Before you leave 7A, in which direction are you looking? Do you know?

THE WITNESS: We're looking in a southeasterly direction.

MR. LUCIANI: I have a plan view of that. I think it would really clear things up. I will give it to you, if I could, your Honor.

JUDGE MINDLIN: Yes.

MR. LUCIANI: There is your north corner, your south corner. This goes towards Scranton. That goes towards Buffalo. Moscow Borough building is here. Agway store is here. That picture is looking that way.

JUDGE MINDLIN: Do we have enough of those prints so that we --

MS. GALLO: No. That's our original.

MR. LUCIANI: This is our original that we had gotten from Conrail. I have my microfiche. I don't know who could transpose those to prints like this.

JUDGE MINDLIN: We have some difficulty if we refer to a plan that is not in the record.

THE WITNESS: I could handle this, I think.

JUDGE MINDLIN: Why don't you use that for orientation, if you will.

THE WITNESS: Right. Thank you, your Honor.

MR. WALKER: Does your Honor have any more questions regarding 7A?

JUDGE MINDLIN: No.

MR. ZAHN: Incidentally, your Honor, the supports there are in the central part of the bridge. They are supporting the piers and the highway, supporting the middle of the bridge.

JUDGE MINDLIN: I think you can tell that from 7B.

BY MR. WALKER:

Q Mr. Surace, with regard to 7B, could you please take a

look at that photograph and tell us what is depicted therein?

A This is a photograph looking from 435, which is Main Street, to the east on Market Street. As you look at those signs there, that's a good indicator where we're at.

Q The signs in the right-hand corner of said photograph?

A Yes. If you notice the flaking and the deterioration up on the top there, I feel that's a combination of factors that is causing that. I felt like for many years trains were running over it and it was causing vibration.

I also feel because of the age of the structure, there is drying and shrinkage taking place and temperature stresses and a combination of factors that caused that. The primary reason was no maintenance as you can see on this bridge. There was no maintenance at that particular time.

Q In regard to Photograph Number 7C, could you describe what is depicted there? Is that the same column?

A Yes, this is the same column. You're looking on Main Street looking to the south.

Q In regard to Photograph Number 7D, could you describe what is depicted there?

A 7D?

Q Yes.

A We're standing underneath the structure and looking right up at the top to the beams that support the railroad track.

Q Does that photograph indicate that there is evidence of seepage?

A Here is a good example, I feel, of what is happening with the water seeping through. If you note in that particular picture -- I don't know if you can see it on that -- you can see the reenforcement bars and what have you. The corrosion is taking place. That is a concern of mine and what is happening inside of the concrete with the steel.

Q When you indicated there was evidence of the steel which you could see, is that in the central right-hand segment of this Photograph 7D?

A It shows up right in the center, and also it shows up in the top left-hand corner of the photo. You can see the steel coming through there, also, the reenforcement.

Q That steel should normally be covered by concrete?

A That's correct. It is usually covered by a minimum of one and a half to two inches. You can see there is quite a bit of deterioration taking place there.

Q Do you have an opinion as to what could have caused that?

A I feel that it's a combination of factors. Like I indicated earlier, the water. You get this corrosive action taking place between the steel and the concrete. The concrete is falling apart where the reenforcement steel is tied into it.

Q In regard to Photograph 7E, does that not show another

angle of the pillars and the roof of the bridge itself?

A Right. Now we're standing over on the easterly side of Market Street, and we're looking to the west. Out there where you see that automobile, that's Traffic Route 435 out there, which is Main Street.

Here, again, you can see some of the problems that we have with the columns, pier columns. You can take a look at the top of this photo and see a large section of concrete fell off and all you can see is reenforcement bars.

Q Mr. Surace, with regard to Photograph 7F, would you look at that photograph and tell us what that depicts?

A I would say this is a photograph looking from Main Street looking east into the structure. Here, again, is the deterioration of the concrete and the pieces of concrete that were falling off that was a major concern to the county and Moscow Borough concerning the pedestrians and the vehicles who were using the sidewalk and roadway underneath the structure.

Q Those conditions which you are speaking about there, have some of those conditions been corrected by the work which Steamtown has done?

A They have.

Q With regard to Photograph 7G, could you identify what is depicted there? Ted and Lisa, as counsel for PennDOT has pointed out, they are not parties to this action.

A 7G?

Q yes.

A 7G is a photo. I guess we would be looking directly to the south here, the southeasterly direction, where it says "Ted loves Lisa" on the wing wall.

Q Is there evidence contained in that photo of deterioration?

A Yes. We have a close-up view here of the large pieces of concrete that are falling off and, in my opinion, will continue to fall off. A lot of this has been corrected by the work that has been recently done. As a matter of fact, I would say that most of this area has been corrected.

Q Mr. Surace, you indicated that it was sometime in November that you first had contact with the PUC or officials from the PUC.

A Right.

Q Would that be Mr. Fleisher, Donald Fleisher?

A Yes.

Q Of course, that meeting occurred at the bridge site itself?

A Yes, we went out to the site. We looked at the conditions in the field as they were at that particular time. Then we went back to the borough building and discussed our findings.

Q At that time were there any representatives of the City of Scranton present?

A I believe so.

Q At that time did you discuss this matter with the City of Scranton official?

A Well, it was a general discussion. It was a discussion where I discussed my concerns and where the city engineer discussed his concerns. It was that type of a discussion. At that particular time, we tried to establish who was responsible.

We knew what the problems were. They were quite obvious. We knew the concerns of the local officials with the safety of the public. We were trying to determine at that time who was responsible for what regarding the repairs and maintenance of the structure.

Q As a result of that first meeting, were you able to determine who was responsible for the repairs and maintenance of the structure?

MS. GALLO: I would object as hearsay.

JUDGE MINDLIN: We'll sustain that objection.

BY MR. WALKER:

Q Did you have a second meeting or a site inspection?

A Yes, we did.

Q Was that the meeting that was held on February 3rd, 1987?

A Around that time.

Q Was Mr. Luciani present at that meeting?

A To the best of my knowledge, he was.

Q Was there any other official from the City of Scranton present?

A No.

Q Was Mr. Fleisher present?

A Yes, he was.

Q Mr. Surace, did you conduct on your own part an investigation at that time and in subsequent days?

A Yes, I did.

JUDGE MINDLIN: Excuse me. When was that time?

MR. WALKER: On or about February 3rd, 1987.

BY MR. WALKER:

Q Is that correct, Mr. Surace?

A That's correct. You were asking me for a report.

Q My next question was did I ask you to reduce your findings to writing?

A Yes.

Q Did you do that?

A Yes.

MR. WALKER: I would ask that this be marked as Moscow Borough Exhibit 8.

JUDGE MINDLIN: It may be marked.

(Moscow Borough Exhibit 8 was produced and marked for identification.)

BY MR. WALKER:

Q Mr. Surace, I'm going to show you what has been marked as Moscow Borough Exhibit 8 and ask you can take a look at that and ask if you can identify it.

A Yes. This is the report I submitted to you.

Q Mr. Surace, there is no date on that report. Do you know when you prepared this?

A This was prepared around the end of February 1987.

Q That was subsequent to your second field inspection?

A Yes.

Q By the way, as a result of that field inspection, was there any plan of attack mapped out as a result of that second field inspection occurring on or about February 3rd of '87?

A There was some direction given by the PUC, Mr. Fleisher concerning what he thought and what we all thought, what type of action should be taken.

To the best of my recollection, there were two steps to be taken. One was to address the immediate safety problem with these temporary repairs that we just alluded to. The second was to go in to see if there were any major deficiencies of this structure simply because of the age of the structure and the deterioration of the structure and the water problem, what impact it was having.

It was always my intention -- and maybe I didn't get this point across -- that we needed to determine what the safe load of that structure was. They have various types of

injuries down there. I'm concerned.

Q Would you explain what you mean by safe load?

A The Pennsylvania Department of Transportation and the Federal Highway Administration has a policy where they go out and analyze each structure to determine what the safe load is. As a result, you see a lot of bridges that are posted. They are posted as a result of this study.

I felt this is the type of study that was needed on this particular bridge at the time. I still feel that way.

Q Could you please explain why you feel that way?

A My findings in this particular report as a result of a cursory type inspection is not an in-depth analysis of what needs to be done to determine the safe load of that structure.

Q Getting back to Exhibit Number 8, your report, you submitted that to me, did you not?

A That's correct.

Q Could you briefly for the record highlight some of the factors which you stressed in that report?

MS. GALLO: I object. This letter is hearsay. I object to him referring to and reading from it.

JUDGE MINDLIN: What is the basis for your objection?

MS. GALLO: It's hearsay.

JUDGE MINDLIN: What is hearsay?

MS. GALLO: Everything contained in this letter is hearsay.

MR. WALKER: It's his report, your Honor.

MS. GALLO: He makes conclusions in here about what was said and the meaning of it.

JUDGE MINDLIN: First, the exhibit has not been offered into the record. It is clearly the witness' work product. We'll sustain the objection only in this respect. You can ask the witness with respect to his direct knowledge, allowing him to use the letter if he needs it for refreshing his recollection as to these several conditions about which --

MR. WALKER: I will do that, your Honor. Prior to doing that, I would move for the admission of this exhibit. It is his report which he made at or about the time of his investigation. It's certainly relevant to this.

JUDGE MINDLIN: It's premature. There can be cross-examination with respect to it. I think you can proceed.

BY MR. WALKER:

Q Mr. Surace, as a result of your inspection and as a result of your engineering expertise, can you please explain to us what your findings were in your investigation?

A Well, just by looking at these pictures that we presented here earlier, there are three basic symptoms of distress in this particular structure. There is cracking, spalling and disintegration, which can be defined as a general decay of the surface involved in loss of cement paste and the loosening of the particles of the course aggregate.

Some of the common causes of this type of deterioration I indicate are as follows. One is the vibration of trains running over it; drying which was causing the shrinkage; temperature stresses; the absorption of moisture by the concrete; corrosion due to chemical agents and salt used to keep the surface from being slippery during winter months; weathering and the lack of maintenance on the structure.

Q Could you tell us at the time of that report were you able to determine what exactly presented a hazard to pedestrians and vehicles crossing underneath the bridge?

A Yes. It was the decay of the surface. The concrete was falling down off of the super structure from up above down onto the vehicles below and the pedestrians below.

JUDGE MINDLIN: Is it a fair statement that what we see with respect to the physical condition represented by the photographs is due to weathering?

THE WITNESS: Correct.

JUDGE MINDLIN: And among other factors, the factor of water drainage onto the bridge and through the bridge and down the bridge, is that correct?

THE WITNESS: That's correct. That is part of it.

JUDGE MINDLIN: Was this matter of water conditions, no matter what their source--drainage, rain, snow, so on--the subject of discussion at the time of the several PUC field trips?

THE WITNESS: Yes, your Honor, it was.

JUDGE MINDLIN: Did you make some independent recommendation with respect to the water factor as we have been talking about it now?

THE WITNESS: I made it in the wintertime when there was snow, and we were getting the fall. We were getting water coming down through and freezing and causing icicles. I knew we had infiltration of the water through the railroad beds.

What is difficult to determine is -- like I indicated earlier, it would be safe to assume that it's coming in both directions because of that being the low point. I'm not absolutely sure of that since I did not make a subsurface investigation. I only looked at what was going on top of the track in the general area of where they were doing the work.

JUDGE MINDLIN: From your investigation, do you know of any chain of causation or chain of circumstance that involves the Borough of Moscow and involves areas other than the state highways and the area and the right-of-way as causing this water condition?

THE WITNESS: I have no knowledge of that.

JUDGE MINDLIN: Let me just ask you this, too. From the various discussions you heard upon which we have a record and from your examination to this point, what, if at all, would be the necessity for retaining an additional consultant at this point other than your service to this point?

THE WITNESS: What has me concerned -- and I don't believe I have the expertise to do an in-depth study to determine the safe load of that structure.

JUDGE MINDLIN: That's one point.

THE WITNESS: That's the key.

JUDGE MINDLIN: Apart from the loading factor, loading safety factor, do you feel yourself sufficiently qualified to have addressed all of the other factors involved with a preliminary survey of what the problems are here?

THE WITNESS: That's correct.

JUDGE MINDLIN: You are, in fact, yourself a consultant.

THE WITNESS: I feel I can handle it. I have the expertise. The drainage problem, the temporary repairs, I have no problem with those. My major concern is the safe loading of the bridge.

JUDGE MINDLIN: There was some discussion which I believe you heard and which I believe is part of the record that some kind of consulting is necessary which may entail the expense of as much as $10,000.00 at this point for preliminary purposes. Is that a correct representation of the record?

THE WITNESS: I heard that testimony earlier.

JUDGE MINDLIN: In your view, is there any purpose for that kind of expenditure and that kind of retention of consultant expertise?

THE WITNESS: I have to go on the record that that was

part of my recommendation downstairs, that we hire a consultant engineer.

JUDGE MINDLIN: For what purpose?

THE WITNESS: To analyze the loading, the safe loading, and also at that particular time we did address the drainage problem.

JUDGE MINDLIN: Did your recommendation relate to the drainage problem?

THE WITNESS: It did also, your Honor.

JUDGE MINDLIN: It did also?

THE WITNESS: Yes, sir, at that particular time.

JUDGE MINDLIN: Do you or do you not feel yourself to have been sufficiently competent to have reached the conclusions that you referred to earlier in respect to the drainage problem?

THE WITNESS: With respect to the drainage problem, I have the expertise.

JUDGE MINDLIN: In what proportion, if at all, does the necessity for retaining a consultant relate to loading or to other factors? If other factors, tell us once more what those other factors are.

THE WITNESS: My primary concern at this particular time is to determine the safe load of that bridge simply because Steamtown has these different engines that are very heavy. If they start running them over it, I want them to know whether

they can run that particular engine over that bridge. That is what I'm trying to determine.

JUDGE MINDLIN: Go ahead.

BY MR. WALKER:

Q Mr. Surace, regarding Query Number 9, you have testified in detail regarding the conditions of the below grade crossing and structure about which the Moscow Borough complains. Is there any other condition which you have not testified about?

A None to my knowledge.

Q With regard to Query Number 10 of the PUC list of questions and procedures, could you, please, state whether in your opinion that crossing is unsafe for use by vehicular and/or pedestrian traffic? If so, describe the conditions which you deem unsafe?

A I feel at the present time as a result of the work that has been done and the cooperation we received from Steamtown and -- I have no problem with using the bridge to go under and using it to go over.

Q That's as a result of the work that has already been done?

A That's correct.

Q That work had not been completed when this complaint was brought before the PUC, was it?

A No.

Q Of course it wasn't done when you prepared your report?

A That's correct.

Q You have indicated to His Honor that you feel an engineering study and analysis is proper in this particular instance to determine a safe loading factor, as well as other factors.

Could you state in detail what actions you would recommend be taken to alleviate the conditions which you spoke about in this complaint, and could you state why these conditions would create an unsafe crossing in your opinion?

A In my opinion -- this is my professional opinion. Regarding the loading of that structure, the age of the structure and the deterioration of the structure and some of the tracking that I have visualized in this particular structure, it has me concerned of what the safe load is.

Mr. Hart was not able to tell me the exact weight of the trains he was going to run over this bridge. That's a major concern of mine. As a result I would recommend to the Borough officials that an engineering study be made to determine the safe load of this structure.

Q Can you state in regard to Query Number 12, Mr. Surace, what portion of the facilities at this crossing Moscow Borough would be responsible for maintaining, if any?

A It's been the position of Moscow Borough that this

bridge is owned by someone other than the Borough, and the road is owned by the Commonwealth of Pennsylvania. Regarding the maintenance, they would not have any responsibility.

Q Has that been Moscow Borough's position throughout this dispute?

A Since I have been associated with this problem.

Q As a result of that February 3rd conference, which was the second site visit, were you under the impression that there was a determination as to who was responsible?

A Would you repeat --

Q Do you want me to repeat it?

A Please.

Q As a result of your February 3rd, 1987 site inspection involving PUC officials and the City of Scranton, were you under the impression that an agreement or determination had been made as to who was going to be responsible for the repair and maintenance of that bridge?

MS. GALLO: I would object to what his impression is. It's based on hearsay testimony.

JUDGE MINDLIN: Did you form a conclusion as a result of the meeting about which counsel has asked you as to whether or not there had been an assumption of responsibility?

THE WITNESS: I did, your Honor.

BY MR. WALKER:

Q Can you state that conclusion for us, please?

JUDGE MINDLIN: Give us the background and what the conclusion is. Who assumed the responsibility?

THE WITNESS: A discussion took place at that particular time. John Luciani, who is the city engineer, had indicated, because of the fact of this document that we alluded to here first, that the City of Scranton was responsible for the maintenance and also was the owner. That was what I believed came out of that meeting.

As a result he was going back to the administration, the city administration, to get approval to take some action. That was outlined at that particular meeting. The actions were in two steps.

One was the temporary repairs that had been made. Two was the follow up with the permanent restoration of this structure and whatever the needs may be.

At that particular time we could only define what the temporary repairs were that were needed. We were not able--personally I'm unable at this particular time to tell you what the permanent repairs are.

JUDGE MINDLIN: We're going to receive that testimony now subject to an objection, subject to a motion to strike with the understanding, of course, that we expect the City of Scranton to come forth forthrightly to indicate its position and the authority and power of the city's engineer to have participated in and expressed himself as this witness has described.

MR. WALKER: May I continue, your Honor?

JUDGE MINDLIN: Yes.

BY MR. WALKER:

Q Was there ever any follow-up after that February 3rd, '87 meeting by the City?

A Not directly to me.

Q Did you receive a letter indicating a time table as to when repairs would be made and what repairs would be made?

A I never seen it.

Q In regard to the queries presented by the PUC and particularly Query Number 12 -- strike that -- Query Number 13, can you state how the residents and businesses of this Borough benefit from the existence of the bridge and a continued existence of the bridge?

A I have here a -- I gave you copies of this.

MR. WALKER: May I have one moment, your Honor?

JUDGE MINDLIN: Yes.

(Pause.)

JUDGE MINDLIN: Off the record.

(Discussion off the record.)

MR. WALKER: I would ask to have marked Borough Exhibit Number 9.

JUDGE MINDLIN: It may be so marked.

(Moscow Borough Exhibit 9 was produced and marked for identification.)

BY MR. WALKER:

Q I'm going to show you what has been marked as Moscow Borough Exhibit Number 9. Can you identify that?

A Yes. This is a map indicating the highway systems and the relationship to the bridge and what impact this would have on the community, the Borough of Moscow, if it was found necessary to close this road down.

Q Would it be safe to assume that at the top of the map would be north?

A For the sake of -- yes, that is correct. The top of the map is north.

Q What type of map is this?

A This is a Type 10 map that was prepared by the Pennsylvania Department of Transportation, I believe.

Q Is there mileage indicated on this particular map?

A Yes, there is.

Q On the copy which is presented in evidence and on everybody's copy there appears orange markings and yellow markings along with a legend in the bottom right-hand corner. Is that correct?

A Yes.

Q Those markings and that legend, can you tell us how they appear on there?

A What I did here is I assumed for the sake of setting up this detour if we had an emergency up there and had to put

up a detour to get from one side of town to the other what routes you would use.

As is outlined in orange, these are routes we would have to use. If you notice, if you were on the east side of town and wanted to get to the west side of town, which is Main Street, over where the firehouse and ambulance services are, the school system is, you would have to take these routes.

From 690 you would take LR 35005 out Legislative Route 35004. That is approximately three-tenths of a mile. You would be going in a northeasterly direction.

Then you would get up on 35004, and you would start traveling in a northwesterly direction to 35094 for a distance of approximately 1.9 miles.

Once you got to 34094 you would have to go in a northerly direction for approximately one mile to Traffic Route 590.

When you get on Traffic Route 590, you would travel in an easterly direction to get to Traffic Route 435, which is a distance of approximately 2.2 miles.

To get back when you got to Traffic Route 435, it would require you to travel approximately four more miles.

What I'm saying to you is what you would have to do is go about 12 miles out of your way. This would really create tremendous hardship not only to the Borough Moscow of but anybody who lived on the east side of the tracks simply because

the school district is involved there and all school buses would have to travel underneath this particular underpass.

Q Your testimony would be to get from the east side of the bridge and going around in a counterclockwise position to the other side of the bridge on the westerly side it would be 12.2 miles?

A You would have to travel approximately 12 miles.

Q If someone was injured on the east side of the bridge and an ambulance from the west side firehouse had to respond, they would have to go a clockwise distance of approximately 12 miles --

A Approximately 12 miles.

Q -- to get to the site?

A That's correct.

Q Besides the firehouse -- by the way, you have indicated a firehouse and marked it on this exhibit, have you not?

A Yes.

Q You also have indicated and marked the school complex?

A Correct.

Q Do you know what school complex that is?

A That is the North Pocono School District.

Q Are there individuals and children who live on the east side of the bridge who attend that school complex?

A Yes, a large percentage of them.

Q On Main Street, which would be on the west side of the bridge, is that where most of the businesses and service establishments are located in the Borough of Moscow?

A That is correct.

MR. WALKER: May I have a moment, your Honor?

JUDGE MINDLIN: Sure.

(Pause.)

BY MR. WALKER:

Q There are other establishments over on the east side of the bridge, are there not?

A Yes, there is a dress factory over there. There's a preschool over there. They are on the east side of the bridge. In comparison the majority of the activities take place on the west side.

Q The majority of the population would be on the west side of that bridge?

A I would say so.

MR. WALKER: Your Honor, I would move for the admission of our exhibits at this time that haven't been admitted. I believe it's Number 6, Number 7A through G, Number 8 and Number 9.

MS. GALLO: Your Honor, I would object to Moscow Exhibit Number 8 based on my previous objection that Mr. Surace's impressions as to who is responsible for the City of Scranton is based on hearsay and should be inadmissible.

JUDGE MINDLIN: Let me just look at this for a moment.

(Pause.)

JUDGE MINDLIN: Our ruling is this. If we were compelled to make a strict ruling at this point, that might be one thing. However, this is an administrative proceeding. That doesn't mean that everything is tossed in, hearsay and so on; but it does mean this. In this context the reasonable thing to do in our judgment is to allow this exhibit in. We just comment further that all the other parties have adequate opportunity and will, I anticipate, in due course deal with all of the material in this letter.

This letter/report, so to speak, constitutes, in our opinion, an admissible document. We will receive that particular document subject to your objection.

MR. WALKER: Thank you, your Honor. I have nothing further of this witness.

JUDGE MINDLIN: City of Scranton.

MS. GALLO: Just a few questions.

CROSS-EXAMINATION

BY MS. GALLO:

Q Mr. Surace, to your knowledge in the field and practice of civil engineering in a theoretical load of steel reenforced concrete beam, does the concrete in the bottom of the beam serve any structural purpose?

A Does the concrete -- would you rephrase that question

for me, please?

Q The concrete, how does that affect the structure of the bridge? What is the purpose of having the concrete on these columns?

A The concrete around the reenforcement steel?

Q Yes.

A Well, when you do the computation and you analyze the design, you take into consideration the section. As a result you do take into consideration the steel and the concrete as a monolithic type pour.

Q What I'm trying to ask is --

A I would say yes.

Q Is it safe to say that falling concrete doesn't affect the structural integrity of the bridge?

A No, that's not correct.

Q Would you explain your answer?

A The deterioration continues on. What is going to support the steel?

Q How much does it have to deteriorate before it affects the steel?

A Some of those pictures that I saw here this morning have me very much concerned about the structural integrity of these beams on top and also the columns.

Q Has that been addressed, those problems?

A I have not got into the depth of that. I don't feel I

have the time nor the expertise to get into an in-depth analysis.

Q You don't know whether the repairs have taken care of the problem? Is that what you're testifying?

A That's correct.

Q Then before when you stated that you felt right now that the bridge is safe, are you recanting that?

A Safe from falling down pieces, that's correct. I say that is true. As a result of the temporary work that has been done, it has stopped -- they have taken off all of these loose particles. They have covered it over. As a result, I feel at this particular time it is safe to put vehicles under there and pedestrians.

Q Are you aware of the repairs that were made to the columns? The base, I believe, was increased in size. Am I correct?

A Yes. I have a picture of that as a matter of fact. I went and took a look at that.

JUDGE MINDLIN: If you consider that a loading analysis is necessary, how can you render an opinion as to the safety of the bridge before such an analysis is made?

THE WITNESS: Your Honor, here is my concern. What is concerning me is the deterioration of the structure is going to continue. I feel if you cut some part of that concrete and put it into a laboratory they could tell you just exactly what is

going on.

From a visual inspection, we know what is going on at the face of the concrete. We don't know what is going on inside that concrete and we don't know what is going on below the railroad.

As a result of knowing my past history of railroad structures, they had railroad engineers years ago that designed this bridge system with a tremendous safety factor. Based on that is what I'm using to say, "Okay. We can use that bridge."

There are certain precautions that need to be taken. I wanted to check this out regarding the load and the speed that we're putting on it. We hit on the speed this morning.

These are some of the concerns I have. As a matter of fact, I told the Borough officials when the train was going over there I wanted a policeman down there to protect people from going under when the train was going over.

JUDGE MINDLIN: Is there a justifiable inference from your testimony that you consider the bridge safe but you would feel a lot better if that safety were confirmed by a load study?

THE WITNESS: By calculations.

JUDGE MINDLIN: Thank you.

BY MS. GALLO:

Q We were speaking about the columns and increasing the base. Can you testify as to how the base was increased, by

what proportions?

A I have a photograph. I didn't measure it. I could see that it protruded out from there. Someone indicated earlier some places it might be six inches wider or 12 inches wider.

Q Would that increase the bearing capacity of the bridge?

A That's a good question. I really don't know. I don't know how far the footer goes down or what is going on below there.

MS. GALLO: I have no further questions.

JUDGE MINDLIN: Department of Transportation.

MR. ZAHN: Yes, sir.

CROSS-EXAMINATION

BY MR. ZAHN:

Q You said that you recommended to the Borough council that a study be made of the bridge?

A That is correct.

Q Was there any mention of who was to pay for that study?

A It was assumed that the owners were going to pay. We assumed at that time it was the City of Scranton.

MR. ZAHN: Thank you, sir.

JUDGE MINDLIN: County.

MR. CUMMINGS: Without prejudicing.

JUDGE MINDLIN: Without prejudice.

CROSS-EXAMINATION

BY MR. CUMMINGS:

Q Mr. Surace, how many years did you serve PennDOT as a professional engineer?

A I was employed at PennDOT for 28 years. During that period of time I was registered. I got my registration after being there about eight years. About 20 years.

Q Are you familiar as a professional engineer with the application and use of Liquid Fuels funds in Lackawanna County?

A When I was at PennDOT, I was assistant district engineer for services. Under my jurisdiction municipal services, which is a part of the organization, was responsible to me. I am familiar with some of the procedures.

Q With that in mind, in your professional opinion does the County of Lackawanna have any legal or financial obligation or interest in the matter currently before the Commission?

A It was always the position of municipal officials that if they did not own the structure or the road they would have no monetary obligation to maintain it. It would just make sense. Why should they maintain somebody else's system.

MR. CUMMINGS: Thank you.

MR. WALKER: Your Honor, just a couple questions based on cross-examination.

REDIRECT EXAMINATION

BY MR. WALKER:

Q Mr. Surace, you indicated it was your opinion that the bridge did not currently pose a health and safety hazard to the pedestrians and vehicular traffic underneath the bridge, isn't that correct?

A Yes.

Q That's as a result of the temporary work that has been done by Steamtown Foundation?

A Correct.

Q That doesn't mean you're not of the opinion that further work does not have to be done on the structural integrity of the bridge, is that correct?

A I would like to go on the record that I'm not the only engineer who feels that way. There are other engineers who I have discussed this matter with, professional engineers, whose expertise is in bridges, that agree with my recommendations.

Q Cracking of the concrete, which occurred on this bridge, would it be fair to say that has alerted you that there could definitely be more problems with that bridge and that a study is definitely necessary?

A That is correct. I think we need to take a good hard look at what has happened at the wing walls out there. There is a possibility with this extra loading that some of those wing walls could overturn. I am concerned of how badly they are cracked.

Q Could you have, as a result of an engineering analysis and study, the answers which you need to make this determination?

A Could I?

Q Could you get them from an engineering study and analysis?

A Yes. They are doing it all the time. They are doing it on PennDOT bridges and local bridges all the time.

MR. WALKER: I have nothing further, your Honor.

JUDGE MINDLIN: Anything further?

MS. GALLO: No, your Honor.

MR. ZAHN: I have one further question.

RECROSS EXAMINATION

BY MR. ZAHN:

Q Do you know whether or not residents of the county use this underpass?

A I would say yes. Many of the residents of the county use it.

MR. ZAHN: Thank you.

JUDGE MINDLIN: May the witness be excused?

MR. WALKER: Yes, your Honor.

MR. ZAHN: Yes, we all can.

JUDGE MINDLIN: No. Some of you are inexcusable. Are we going to have lunch now, or what are we going to do now? Do we have to accommodate somebody else now?

(No audible response.)

JUDGE MINDLIN: I suggest that the county solicitor might talk to the solicitor for the Borough of Moscow on this situation.

MR. CUMMINGS: He has acquiesced, your Honor.

JUDGE MINDLIN: What is that?

MR. CUMMINGS: The Borough of Moscow has acquiesced. PennDOT is the only -- since he is the plaintiff --

JUDGE MINDLIN: I see. Well, maybe you can --

MR. ZAHN: No, I can't acquiesce.

JUDGE MINDLIN: You cannot?

MR. ZAHN: No, sir.

JUDGE MINDLIN: Then you'll be put to the task. What is your pleasure now? It's almost 2 o'clock. Do you want to take a shortened lunch break?

MR. ZAHN: Yes.

JUDGE MINDLIN: How does three quarters of an hour?

MR. WALKER: That's fine.

JUDGE MINDLIN: Actually 50 minutes. Let's recess until 2:45.

(Whereupon, at 1:55 p.m., the hearing recessed, to reconvene at 2:50 p.m., the same day.)

JUDGE MINDLIN: Do you have another witness?

MR. WALKER: A couple short ones, your Honor. James Hoover.

JAMES HOOVER, called as a witness, having been duly sworn, was examined and testified as follows:

MR. WALKER: Thank you, your Honor.

DIRECT EXAMINATION

BY MR. WALKER:

Q Mr. Hoover, can you state your full name and address for the record?

A James Hoover; Post Office Box 582, Moscow, PA.

Q Mr. Hoover, are you employed?

A Yes, sir, I am, Moscow Borough.

Q What position?

A Police chief.

Q How long have you been the police chief, sir?

A Five years. I've been with the police department 16 years.

Q Sixteen?

A Yes.

Q Are you familiar with the bridge we're discussing today?

A Yes, I am.

Q You're familiar with the Moscow Borough community in general, are you not?

A Yes, sir.

Q Mr. Hoover, did I request that you come here today to testify?

A Yes, sir.

Q Did I ask you to make a search of the police records of Moscow Borough in an attempt to find accident reports dealing with this particular intersection underneath the bridge?

A Yes, sir.

Q By the way, what roads intersect underneath that bridge?

A That's Pennsylvania Route 690, which is Market Street, and Pennsylvania 435, which is Main Street, South Main in that area.

Q Did you conduct a search of the police records of Moscow Borough in an attempt to find accident reports dealing with this intersection?

A Yes, sir.

MR. WALKER: Your Honor, I'm going to mark Moscow Borough Exhibit Number 10, which is a group of police reports. For expediency I would mark them all as one group.

JUDGE MINDLIN: They may be so marked.

(Moscow Borough Exhibit 10 was produced and marked for identification.)

BY MR. WALKER:

Q Mr. Hoover, I'm going to give you a group of documents which have been marked as Borough Exhibit Number 10, which are the police reports which you had given to Councilman Heim, is

that correct?

A Yes, sir, that's correct.

Q Do any of those police reports deal with the problem of falling concrete onto vehicles and pedestrians?

A No, sir.

Q Do any of those police reports deal with the problem of icicles or ice falling from the bridge onto vehicles and/or pedestrians?

A No.

Q How many police reports are contained in that packet, sir? Can you take a minute and look at that?

(Pause.)

A A dozen.

Q There are 12 police reports?

A Yes, sir.

Q Do they deal with accidents which occurred at that intersection underneath the bridge crossing?

A Yes, sir.

Q Could you tell me, Mr. Hoover, whether or not you feel that that is a representative number of accidents which have occurred at that intersection?

A Yes, sir.

Q Is that a high number or a low number, sir?

A It's a low number for that intersection.

Q For that intersection?

A Yes.

Q These are all of the police reports that you have been able to find?

A Right.

Q Can you tell the court whether or not you consider that to be a dangerous intersection as a police officer?

A Yes, it is.

Q Why is that?

A The nature of it, and it has a blind curve onto it right on the curve of Main Street, 435. It's a low visibility area.

Q Outside of these police reports, have you had an occasion to speak with anybody who has complained about falling debris or falling ice from the bridge onto the roadway?

A I have had people complain about icicles hanging and falling, but nobody ever being hit. Myself, I have seen trucks go underneath and the high box hit icicles during the winter months and knock them down.

Q These complaints were made to you as police chief of Moscow Borough?

A Yes, sir.

Q As a result of this PUC hearing, have you been asked by officials of Moscow Borough to take a head count of pedestrians in the area?

A Yes, sir.

Q Did you do this?

A Yes, sir. I took an eight-hour count.

Q Was that during a one-day period?

A Yes, sir.

Q When was that?

A That would be a week ago Monday, this past Monday.

Q That would be May 4th?

A Right around that period.

Q Did your head count consist of just pedestrians using the sidewalk underneath the bridge?

A Yes, sir.

Q How many individuals did you count that particular day during the eight-hour period?

A During that eight-hour period, there was an average of 22 people.

Q That head count, would that be an average which would fluctuate with the better weather, in your opinion?

A Yes. It would vary when the kids get out of school. They use it more going from down town up town.

Q Did you have occasion on that particular day or on any other day to count the number of school buses which use that underpass?

A Yes, sir, that day.

Q On that same day?

A Same day.

Q During an eight-hour period?

A Yes, sir.

Q How many school buses went underneath that bridge?

A There was an average of 50.

Q In regard to any other type of buses, were there any other types of buses that used that on that particular day?

A There's a Lackawanna County Bureau of Aging bus that goes under there every day five days a week.

Q Would that be the area agency?

A Yes.

Q Could you please indicate to us, officer, whether or not you feel that the vehicular traffic will increase as the summer months approach?

A Definitely.

Q Why is that?

A That's a main route over to Lake Wallenpaupack.

Q Would you describe that as a recreation area?

A Yes. We also have right outside of town a campground that has 120 sites. We have transit trade coming off the highway and going over to stay for the night and back out.

Q The Steamtown Foundation excursion route, will that have any effect on the increase in traffic?

A Well, every time that there is a train coming up there there's a lot of traffic around, people taking pictures and whatnot.

Q Is there a lot of pedestrian traffic also?

A Yes.

Q Officer, you indicated that this bridge is located at the intersection of two highways, is that correct?

A Yes, sir.

Q One being 690 and the other being 435?

A Yes, sir.

Q 690 would be what street?

A Market.

Q Is that owned by PennDOT, to your knowledge?

A Yes, sir, it's a PennDOT road.

Q 435 is what street?

A That's Main Street, which is also PennDOT maintained.

Q On the east side of that bridge, are there houses on the east side of that bridge?

A Yes, sir.

Q Do families live on that side?

A Yes, sir.

Q Are there any institutions or establishments on that side of the bridge?

A Yes. You have North Pocono Preschool down there. You have the Agway store down there. You have body shops down there. Artificial Wonderland is down there. You have the dress factory. There are a number of businesses.

Q How many kids would you estimate are in the preschool?

A I would say there is probably 60 right now.

Q How many dress factories are there?

A One.

Q How many people does that dress factory employ?

A I would say in the neighborhood of probably 50.

Q Are there also other businesses? Did you say a body shop?

A There's a body shop down there, and an Agway farm store, home and garden center.

Q Agway, that's a farm and feed store?

A Yes, sir.

Q Do people who reside on the west side of the bridge use the Agway feed store?

A People from the whole north Pocono area use that.

Q Percentage wise how much of the population resides on the east side of the bridge?

A I would say probably a quarter.

Q Where is the police station headquartered at?

A On Main Street.

Q Would that be the west side of the bridge?

A Yes.

Q Would you or any other police officer be able to get to the east side of the town without using the underpass area?

A Not unless you went for miles around.

Q Would that be the same detour as Dominic Surace, the

borough engineer, described earlier?

A Yes, sir.

Q In your opinion, what would occur if you were not able to use that facility or that structure?

A It would mean more travel time for protection. Either that or they would have to base a car and a man down on that end of town.

MR. WALKER: Your Honor, I move for the admission of our Exhibit Number 10.

JUDGE MINDLIN: Is there any objection presently?

MS. GALLO: No.

JUDGE MINDLIN: Number 10 may be admitted.

MR. WALKER: That's all I have of this witness.

MS. GALLO: I have no questions.

MR. ZAHN: No questions.

MR. CUMMINGS: No questions.

JUDGE MINDLIN: Would you know the population from any records of the Borough of Moscow?

THE WITNESS: I believe the last census was around 1,500.

JUDGE MINDLIN: That last census was when, approximately?

THE WITNESS: 1980, I think.

JUDGE MINDLIN: Anything else of the chief?

(No audible response.)

JUDGE MINDLIN: May he be excused?

MR. WALKER: Certainly.

JUDGE MINDLIN: He may. Thank you, sir.

MR. WALKER: Thomas Knol.

THOMAS KNOL, called as a witness, having been duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. WALKER:

Q Mr. Knol, would you state your full name and address for the record?

A Thomas Knol, K-n-o-l; 106 Spring Garden Street, Moscow.

Q Do you hold any position with the Borough of Moscow?

A I'm the borough fire chief.

Q Do you also hold any position with the ambulance department?

A Yes. That's under the fire department.

Q Are you familiar with the Borough of Moscow?

A Yes.

Q You're familiar, of course, with the bridge that divides the Borough of Moscow?

A Yes.

Q Have you been present for all the testimony that has been taken today with regard to this matter?

A Yes.

Q Based upon your experience as fire chief and based upon your work with the ambulance department of the Borough of

Moscow, do you have an opinion as to what effect it would have on the community if this bridge was not operational?

A It would be devastating.

Q Explain why you feel that way?

A Fire protection wise, of course, the dress factory is very important. It employs quite a few people. All of our fire equipment is in one building on Main Street on the west side of the bridge. Time is critical in the event of a fire. That's Number 1. There is no one else to call.

Q Who would be the nearest fire department to service that area assuming another fire department could service that area?

A Madisonville.

Q How far away is that?

A Seven miles.

Q Did you hear Dominic Surace, the borough engineer, describe a detour which would have to be taken?

A Yes.

Q Would it be fair to say you would to take the same detour to reach homes on the east side?

A We wouldn't take that detour.

Q Why not?

A We would overload a bridge.

Q When you say overload a bridge, that would be your fire truck and equipment?

A Yes.

Q Would it be fair to say that the east side of town would not be accessible to the fire department and fire department equipment at all without that structure?

A That's right. We also supply ambulance service to Madisonville, Spring Brook Township.

Q That's all only accessible by going and using that underpass?

A That's right.

MR. WALKER: Nothing further of this witness, your Honor.

MS. GALLO: I have nothing.

MR. ZAHN: No questions.

JUDGE MINDLIN: May the witness be excused?

MR. WALKER: Yes, your Honor.

JUDGE MINDLIN: Thank you, sir.

MR. WALKER: Mr. Heim.

WILLIAM P. HEIM, called as a witness, having been duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. WALKER:

Q Mr. Heim, would you state your full name and address for the record, please?

A William P. Heim; 516 Church Street, Moscow.

Q Mr. Heim, do you presently serve as councilman for the Borough of Moscow?

A Yes, I do.

Q As councilman for the Borough of Moscow, have you had the occasion to become involved in this dispute which is the subject of this hearing?

A I have.

Q Have you had occasion to serve on a special committee which oversees the bridge project?

A Yes.

Q When did you first become involved with this Mr. Heim?

A At a council meeting back in the beginning of November, the problem with the bridge was brought up before council. I'm chairman of the Health and Safety Committee. It was asked if we could look into who would be responsible for the repairs and trying to get the repairs done.

At that time we contacted PennDOT, Mike Ryan from the construction division, who forwarded a letter to the PUC requesting that they do a field review to see who was going to be responsible for any type of repairs that would have to be made.

Q To your knowledge was that letter sent?

A Yes, it was.

Q Was a field investigation set up?

A Right. We met on November the 7th.

Q On or about November 7th during that time period, did you have an occasion to go to Lackawanna County courthouse in

an attempt to ascertain who owned the railway and bridge in question?

A Yes.

Q Did you have an occasion to procure a deed for that particular railway?

A Yes, we did.

MR. WALKER: Your Honor, I'm going to have marked for identification a certified copy of the deed from the Lackawanna County courthouse. I have copies for all the parties.

The only certified copy is the original, which will be marked as an exhibit. I have copies of the certification on each and every copy.

(Moscow Borough Exhibit 11 was produced and marked for identification.)

BY MR. WALKER:

Q Mr. Heim, could you take a look at that and tell me whether or not you could recognize that?

A Yes.

Q Is that the deed which you spoke about?

A Yes, it is.

Q On that particular deed, the second page of the deed, third on the copies of counsel, which is marked on the bottom as Deed Book 1145, page 523. Do you have that page?

A Yes.

Q Does that not indicate that Consolidated Rail

Corporation is the grantor in that particular deed?

A Right.

Q Who is listed as the grantee?

A The City of Scranton.

Q Whether or not that particular deed which you procured from the Office of the Recorder of Deeds in and for Lackawanna County is the deed to the railroad property, rail bed and all bridges contained thereon from the City of Scranton through Moscow Borough?

A Right. And into Covington Township, which is beyond Moscow Borough.

Q The bridge in question, is that particular bridge contained within the property described in this deed?

A Yes, it is.

Q Referring your attention to what has been marked as page 3 of the deed, and it is marked as Deed Book 1145, page 525. I'm referring to paragraph 5. Have you had occasion to review that paragraph?

A Yes, I have.

MR. WALKER: Your Honor, we would request at this time that the witness be allowed to read that paragraph into the record since it is a vital paragraph.

THE WITNESS: "Grantee for" --

JUDGE MINDLIN: Any objection?

(No audible response.)

JUDGE MINDLIN: We'll have it at this place in the record so we don't have to go looking for the exhibit. Go ahead. It's not all that long.

THE WITNESS: "Grantee for itself, its successors and assigns, and by the acceptance and recordation of this Instrument, does hereby accept any and all responsibility for any and all removal and/or restoration costs for any and all bridges, grade and street crossings and their appurtenances that may be located on the property intended herein to be conveyed to the said Grantee; and Grantee further covenants and agrees that it will also assume any obligation and/or responsibility as may be imposed on the Grantor by a Public Utility Commission or any other governmental agency having jurisdiction for any and all bridges, bridge structures, grade and street crossings and their appurtenances, including but not limited to the removal, repairing or restoration of same in accordance with the requirements of said Commission or other governmental agency, and Grantee further agrees to indemnify, defend and hold Grantor harmless from and against any and all costs, expenses, obligations, responsibility and requirements associated with said bridges, bridge structures, grade and street crossings and their appurtenances."

BY MR. WALKER:

Q That provision you read is contained in the deed from Consolidated Rail Corporation into the City of Scranton?

A Yes, it is.

MR. WALKER: Your Honor, we move for the admission of the certified copy of this deed which was procured from the County of Lackawanna Recorder of Deeds Office and is certified by said office.

JUDGE MINDLIN: Any objection?

MS. GALLO: No.

JUDGE MINDLIN: That exhibit is admitted.

BY MR. WALKER:

Q Mr. Heim, you indicated you were at this first field investigation?

A Right.

Q Who was present at that time?

A We had Donald Fleisher from the PUC, Dominic Surace from the Borough of Moscow, Rollin Keisling from PennDOT, Fred Bailey from Steamtown and myself.

Q Was there anybody from the City of Scranton present?

A No one from the City of Scranton was present.

Q At that time was there a determination made as a result of that meeting?

A A determination was made as a result of the meeting that the bridge did belong to the City of Scranton. This was stated by Fred Bailey from Steamtown. As a result of that we had said we would try to get in contact with them to start some type of process to get the bridge repaired.

Q At that particular time the City of Scranton wasn't represented at that hearing?

A No, they weren't.

Q What did you do after that meeting?

A I have kept a log of the things that have happened in this. On the 10th of November I had called the mayor of Scranton. My call was returned by John Luciani, the city engineer, who said he would discuss it with the mayor and call me back two days following.

I hadn't received any answers. On the 17th, finally, Ed Pisano of DPW called. He said that --

MS. GALLO: I would object as to testimony as to what was said in the phone conversation.

JUDGE MINDLIN: Objection sustained.

BY MR. WALKER:

Q Did Mr. Pisano call you?

A No. I called them. That's who I was told -- Mr. Luciani, from my calls on the 13th through the 17th, didn't return any of my phone calls to the City.

Q You ultimately contacted Mr. Pisano of DPW?

A Right.

JUDGE MINDLIN: Was that of the City of Scranton?

THE WITNESS: Right.

BY MR. WALKER:

Q His name is spelled P-i-s-a-n-o?

A Right.

Q As a result of that conversation, was anything agreed upon?

A The council waited until --

MS. GALLO: I object.

JUDGE MINDLIN: The form of the question is objectionable. We'll sustain that.

MR. WALKER: Your Honor, again I would submit to the court that while we're here for a hearing the formal rules of evidence do not apply.

JUDGE MINDLIN: I understand. We're trying to keep some measure of control. Did something follow from that conversation?

THE WITNESS: Other than the fact that they weren't going to do anything, no; but, I wasn't allowed to say that. That's what I was told.

JUDGE MINDLIN: That's like the president saying, "If you were to ask me, I would have told you."

THE WITNESS: That's what we were told in the conversation, that there was no manpower available to do any work outside of the city limits.

JUDGE MINDLIN: We'll accept that as a verbal act without the truth or falsity of its contents.

MR. WALKER: I understand, your Honor.

BY MR. WALKER:

Q As a result of your efforts and that conversation, did you and borough council do anything?

A Mr. Fleisher from the PUC said he was going to issue a memo of the minutes of the meeting that we had had. When we received that, the council was presented with it. The council took an unanimous vote to put in a formal complaint with the PUC to get the bridge fixed.

Q What did you do at that point, Mr. Heim?

A The complaint form, an official complaint form was received with the letter from Mr. Fleisher. Our borough president filled out the complaint form and forwarded it to the PUC. That was on December 1st.

Q Did you have any further contact with the City of Scranton after that?

A No, not at all.

Q What occurred next?

A A PUC meeting was scheduled to occur for the 3rd of February at which John Luciani was there from the City, Fred Bailey from Steamtown, Rollin Keisling from PennDOT and myself and a couple of the other borough council and Dominic Surace.

At that meeting John Luciani stated that the City of Scranton was the owner of the bridge.

MS. GALLO: Objection.

JUDGE MINDLIN: Presently technically it might be objectionable. We're going to receive it. Mr. Luciani could

very well have been authorized to make precisely that kind of a statement, authorized in a proper technical sense. We're going to receive it subject to the objection depending on further proof.

THE WITNESS: The question was put to Mr. Luciani by Mr. Fleisher if he had the authority to act on behalf of the City. He replied yes. Mr. Fleisher also said that the Commission will issue a Commission action indicating that Scranton has responsibility for the bridge.

JUDGE MINDLIN: I might say technically that it may well be that an agent cannot establish his own authority. We'll still note your objection.

BY MR. WALKER:

Q That meeting, was that set up by Mr. Fleisher of the PUC?

A Yes, it was. It was a preliminary field review before an actual formal meeting such as this.

Q Was the City of Scranton directed to have a representative at that field investigation?

A Yes.

Q That's when Mr. Luciani showed up?

A Right.

Q What occurred then?

A There was two actions to be taken. The first action was we were going to receive a letter from the City within a

week stating what their action was going to be on the immediate repairs to the bridge, which was to followed up in another week by a letter that was going to give us their actions on major repair work, the final restoration work that was going to be completed on the bridge.

MR. WALKER: Your Honor, I would like this marked as Moscow Borough Exhibit 12.

(Moscow Borough Exhibit 12 was produced and marked for identification.)

BY MR. WALKER:

Q Mr. Heim, this is Moscow Borough Exhibit Number 12. Can you identify that?

A Yes.

Q What is it?

A This is the letter that was received from John Luciani that was sent to the mayor of our town. We received it on the following Saturday. The mayor had gotten a call on Friday saying that the letter was on its way. It was received on Saturday. It was basically their initial that they were going to start work once they received the plans.

Q They indicated to Moscow Borough Council that they, the City of Scranton, would begin work on it?

A Right.

Q The date on that letter was February 6th?

A Yes, it is.

Q What occurred then?

A We received a preliminary letter on the 7th. There was supposed to be more detail. As of the 14th we had no more additional correspondence. There were articles in both papers by a member of the city administration -- or advisor of the administration, Chris Collin, saying that anything that was said at the meeting was not true, that they didn't own the bridge and that there was no reason that they should do any repairs to it.

Q Chris Collin, what is his position with the City, if you know?

A They titled him administrative assistant to the mayor, but I don't know if he has an official title.

Q Whether or not you know if he was on the payroll of the City of Scranton at that time, if you know?

A No, I don't know. I don't know.

Q Then what occurred, Mr. Heim?

A On the 18th of February we authorized you to resubmit a letter to the PUC to reinstate the action. We had gotten no correspondence from the City yet on anything as far as any additional work or any additional letters that they were supposed to send. We reinstated the formal action.

Q Was a letter sent, to your knowledge, reinstating the formal action?

A Yes, it was.

Q Of course, that's why we appear here today, is that correct?

A Yes.

Q Did you have discussions with any members of the Pennsylvania Department of Transportation regarding the traffic in that area and traffic data on that particular structure?

A Yes. At the PUC meeting it was requested by Mr. Fleisher that we get a traffic count. I had asked Rollin Keisling from PennDOT if he would provide that for us, and he did. He sent us a letter with a traffic count.

MR. WALKER: Your Honor, Exhibit Number 13.

JUDGE MINDLIN: It may be marked.

(Moscow Borough Exhibit 13 was produced and marked for identification.)

MR. WALKER: Let the record reflect that we have marked Moscow Borough Exhibit Number 13.

BY MR. WALKER:

Q Mr. Heim, I'm going to show you what has been marked as Moscow Borough Exhibit Number 13. Can you take a look at that and tell us whether or not that is a letter that you have referred to?

A Yes, it is.

Q Is that letter from a Mr. Rollin Keisling who is a grade crossing engineer with the Department of Transportation?

A Yes, sir.

Q Can you indicate whether or not that letter indicates how many vehicles per day cross under that structure?

A Yes, it does. It says approximately 4,000 vehicles a day with about 50 percent divided equally in each direction.

Q That was provided to you by PennDOT as a result of a request for traffic data at the site?

A Right.

Q Have you had any further conversations with individuals from PennDOT regarding this bridge and regarding information in the possession of PennDOT?

A Only in preparation for the hearing to get site elevations and layouts of the roads that intersect.

Q Was there a site elevation provided to you by the Pennsylvania Department of Transportation?

A Yes, there was.

MR. WALKER: Your Honor, we would like to mark this as Moscow Exhibit Number 14.

JUDGE MINDLIN: It may be marked.

(Moscow Borough Exhibit 14 was produced and marked for identification.)

BY MR. WALKER:

Q Mr. Heim, Moscow Borough Exhibit Number 14, could you take a look at that and tell us whether or not you can identify that?

A This is what I received from Rollin.

Q That would be from Keisling with the Department of Transportation?

A Right.

Q Does that show you the elevations of the bridge?

A Yes, it does.

Q Did you procure this for this particular hearing?

A Yes, I did.

Q Could you explain for the court what other actions Moscow Borough Council took in regard to a resolve of this problem?

A As a result of not hearing anything from the City, we felt that the safety of the span was being jeopardized by the Pocono excursions that were going to be run in May. We took action and authorized you to prepare an injunction against the Steamtown trains passing over the bridge until such time as the temporary repairs were made to the bridge.

Q Of course, that injunction was filed and a temporary resolve was made with Steamtown Foundation, is that correct?

A Yes, it was.

Q Has Steamtown Foundation ever indicated to Moscow Borough that they were responsible ultimately for the repair of this bridge or was that a temporary --

A It was a temporary thing because they wanted the runs to be able to do their excursions. John Hart told me that if the City of Scranton would not do the repairs that they would

do the repairs for us.

Q You have had occasion, Mr. Heim, in preparation for this hearing to review the queries presented by the Public Utility Commission, have you not?

A Yes.

Q You had an opportunity to read all of those questions?

A Yes, I did.

Q Is there anything you wanted to present with regard to those specific queries as councilman in charge of this particular project?

A The only thing that I can say that wasn't brought up as far as additional safety precautions is that one side of-- our school district is spread around. On the westerly side is the main school district. On the easterly side we have an additional school. That's in addition to the preschool. It's out on that road that has to be served by this school.

Q What is the name of that school?

A Henry Drinker Elementary School.

Q How many students, approximately, are in the Henry Drinker School?

A I would say probably somewhere in the vicinity of 100.

Q They are serviced by this underpass area?

A Yes.

MR. WALKER: Just one moment, your Honor.

JUDGE MINDLIN: Yes.

(Pause.)

MR. WALKER: Your Honor, we move for the admission of the exhibits we have not yet moved into evidence.

JUDGE MINDLIN: Any objection for the further admission of exhibits through 14?

MS. GALLO: No.

MR. ZAHN: None.

JUDGE MINDLIN: They are admitted.

MR. WALKER: We have nothing further of this witness.

MS. GALLO: I have no questions.

MR. ZAHN: No questions.

MR. CUMMINGS: No questions.

JUDGE MINDLIN: Do you have any idea of the amount of traffic that has used this bridge, rail traffic, or is projected to be used?

THE WITNESS: As of right now it's being used on the weekend. It's supposed to be eight trips a day scheduled. As of June there will be eight trips a day seven days a week.

JUDGE MINDLIN: Do you know what the rail use as such is? Are there locomotives, cars and so on?

THE WITNESS: From what I have seen from local, it's been the full locomotive plus one or two passenger cars. That should increase as the season gets higher. They are bringing as many cars as they need to transport people to the Pocono station.

JUDGE MINDLIN: May the witness be excused?

MR. WALKER: Yes, sir.

JUDGE MINDLIN: Thank you, sir.

MR. WALKER: Your Honor, we have no further witnesses. Before we rest, we would indicate to the court that we have forwarded proof of publication in the Scranton Times, a paper of general circulation, to the Office of the Secretary.

Today we received a proof of publication from the Scranton Tribune, a second paper of general circulation. We will forward that to the office in compliance with the rules and regulations of procedure.

We have no further evidence, witnesses or testimony at this time.

JUDGE MINDLIN: Are we ready to proceed?

MR. ZAHN: Your Honor, the questions and procedure had asked the Department to follow the Borough. I think an orderly procession should be that the City should go next. We can't contribute too much. I think the City's evidence --

JUDGE MINDLIN: We would only call upon you if you wish to accommodate witnesses who are here today so that they may not have to be here another time.

MR. ZAHN: We'll wait.

JUDGE MINDLIN: Is the City ready to proceed?

MS. GALLO: Yes, your Honor. We call John Luciani, Jr. to the stand.

JOHN J. LUCIANI, JR., called as a witness, having been duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MS. GALLO:

Q Would you state your name for the record, please?

A My name is John J. Luciani, L-u-c-i-a-n-i.

Q Your address, please.

A 27L Laurel Drive, Scranton, PA.

Q Are you presently employed?

A Yes.

Q Can you tell us where you're employed?

A I work for the City of Scranton. I am a city engineer.

Q Could you tell the court your qualifications as an engineer?

A I have a Bachelor of Science from Drexel University. I worked for the Department of Transportation for a number of testing laboratories. I'm involved with a precast company called Concrete Step.

I worked for Gifford Hill American, which is a large manufacturer of precast and prestressed concrete pieces.

Q You are employed as an engineer for the City of Scranton?

A That is correct.

Q Civil?

A That is correct.

MS. GALLO: I would offer Mr. Luciani as an expert witness to testify in the field of civil engineering.

MR. ZAHN: Is he a PE?

THE WITNESS: I'm awaiting approval for my PE.

MR. ZAHN: We have no objection.

MR. WALKER: Your Honor, we would just ask that the court ask the same questions you asked our engineer concerning the number of years at each position. That is fine. We would have no objection.

JUDGE MINDLIN: When did you graduate?

THE WITNESS: 1982.

JUDGE MINDLIN: From Drexel?

THE WITNESS: That's correct.

JUDGE MINDLIN: In what field of engineering?

THE WITNESS: Civil.

JUDGE MINDLIN: Where were you employed upon graduation?

THE WITNESS: I worked for one year and a half for Gifford Hill American before returning home to work in the family precast concrete business.

JUDGE MINDLIN: How long have you held your present position?

THE WITNESS: As city engineer I've been here more than one year with the new administration.

JUDGE MINDLIN: You may proceed.

MS. GALLO: Your Honor, I'm going to proceed with the questions and procedure propounded by the PUC. I would like to state that we were required to answer Number 25. I believe the witness John Hart addressed that question as to the owner and operator of the rail line.

JUDGE MINDLIN: Yes, I believe so. Are we all agreed on that?

MR. WALKER: Number 25?

JUDGE MINDLIN: Yes.

MR. WALKER: That's fine, your Honor. The only documents we have are the ones that were presented already.

MS. GALLO: Right.

MR. WALKER: That's fine, your Honor.

JUDGE MINDLIN: Okay.

BY MS. GALLO:

Q Mr. Luciani, have you had an opportunity to review the questions and procedures propounded by the PUC?

A Yes, I have.

Q Are you prepared to present testimony today?

A Yes.

Q What is the number of tracks located at the site of the subject crossing?

A Presently there are two sets of tracks that cross the bridge.

Q Do you have the knowledge to state the volume, class

and approximate speed of the rail traffic that is operated over the crossing?

A They are Class II tracks, which involve a maximum velocity of 15 miles per hour. As John Hart indicated the trains don't approach that speed at all. I have personally witnessed the trains traveling across those tracks.

Q Can you describe for us the general type of the crossing structure?

A Yes. The structure was originally built in 1910. It's a reenforced cement concrete structure which is about 62 feet 11 inches in width and about -- let me refer to my plans here. About 46 feet in length.

Q Do you know the purpose of its construction?

A The purpose of the construction is to allow a train to pass over an area where cars have to get beneath the structure.

Q Who constructed the bridge originally?

A It was constructed by the DL&W Railroad or contractors of the DL&W probably in the year of about 1910 or 1912.

Q Are you aware of any maintenance that was done by the City of Scranton or by the previous owner Conrail?

A It is apparent by the original plans that I have that the structure has changed slightly. They show on the plans I have some coping and some precast pieces on there that are not in the same shape that they were when it was originally built, meaning that some patch work or some repair work was done prior

to the time that the City inherited the bridge.

Q When did the City inherit the bridge?

A It was under the McNulty administration. I believe the time was 1980.

Q Actually it was 1985, I believe.

JUDGE MINDLIN: Pardon me.

MS. GALLO: 1985, I believe.

THE WITNESS: 1985. I'm sorry.

MR. WALKER: 1985?

MS. GALLO: When we purchased it.

BY MS. GALLO:

Q Do you know when those repairs were done or the alterations were made?

A I could take a guess. They were done, probably, more than five or ten years ago. It seems like old patch work. I really wouldn't be able to tell.

Q Can you state for the court the condition of the crossing at the present time, in your opinion?

A In my opinion I felt that the structure was in good shape for a 77-year-old bridge. The columns were showing some excessive signs of decay, but the rest of the structure, the super structure was in fairly good shape.

There was some cracking and spalling which was repaired by Steamtown. As far as the concrete, it appeared to be in many areas in pretty good shape.

Q When was the first time you had an occasion to inspect the bridge?

A The situation arose and we were contacted, I believe, by the Moscow Borough. I made a cursory inspection with Dominic Surace of the structure to see how bad it was.

Q Were you present at a PUC field inspection in February?

A PUC field inspection? I was present at a PUC meeting at the borough hall. I don't know if you would call it an inspection.

Q When was that?

A Sometime in February.

Q At that time were you authorized by the City or any city official to make an opinion as to who was responsible for repairs on the bridge?

A No.

Q What was your purpose in going up there for that meeting?

A To find out specifically what the complaint was by the Borough?

Q For any other purpose?

A And to see if it was within our department's scope to try to correct the problems that they were telling us about.

Q Did you have an occasion to be present when the repairs were being made by Steamtown to the Moscow Borough

bridge?

A Yes.

Q What repairs were being made?

A I was at the project to repair at the start of the project. We chipped away a lot of the loose debris which was on the structure. I observed that action taking place.

We got down to the stuff that we felt was pretty firm. We took the columns that were deteriorating. We chipped away the loose debris from them and reencased those columns.

The original columns were two feet six by three feet six. We increased the width of the column by one foot in each direction. You would have an additional six inches of wall for that column to bear on.

Q How does that affect the structure?

A It certainly helps it. The columns, of course, are only taking the compression forces. There is not really tension in it. Now instead of having a -- say it was a six square foot leg. You know have an eight square foot leg. You reduce the amount of forces in the base of that column that the bridge will carry.

In addition to that, we did some chipping on the overhead part where the concrete was falling out. I would like to point out the fact that where the debris was falling out on the top there does not hurt the structure at all.

When you have a concrete steel reenforced beam and you

go to design that beam, you don't assume that the concrete has any strength at all. All your strength -- they call it the tension zone on the bottom of the beam. All of your strength is absorbed by the steel re-bar.

Concrete does have some tensile strength. Engineers assume it has zero tensile strength. The actual forces being carried by that concrete below the bridge deck or, in other words, in the ceiling doesn't give it any structural help at all other than to cover the re-bar to prevent them from rusting out.

As far as the condition of the re-bar, we looked at those. There was not what they would call a significant section loss. If it were a one inch by a one inch re-bar, the shape and the dimension are pretty much close to what it was.

Here in the City we have bridges with as much as 80 percent section loss which is really bad. I don't think section loss in the re-bar is significant in any way on that bridge.

JUDGE MINDLIN: What is a re-bar?

THE WITNESS: A re-bar is a reenforcement bar that's cast in the concrete. It's made out of carbon steel. They take all the tension in the bridge itself.

JUDGE MINDLIN: They are placed vertically in the deck?

THE WITNESS: That's right. They do it in two directions. You have a one-way or a two-way slab. They will

place them longitudinally and also horizontally across the individual beams.

You will see them on construction sites laying adjacent to the slab they are going to pour on grade.

JUDGE MINDLIN: Did I understand you to say that the pillars had been increased?

THE WITNESS: That's correct, width and length. Originally they were two feet six by three foot six. If you go up there and look at the bridge and measure them, they are about four feet six by three feet six.

JUDGE MINDLIN: Do you know whether the original pillars, if this is the right word, had footers under them?

THE WITNESS: Yes, they do.

JUDGE MINDLIN: How about the increase in width?

THE WITNESS: The new increase in width will still bear on the footers below the bridge. The footers were much larger than the pillars. The footer shown on these plans go down below the frost depth, which is about four feet deep.

JUDGE MINDLIN: Those footers take the expanded width and breadth of the pillars?

THE WITNESS: They certainly will. What we're doing is just --

JUDGE MINDLIN: They do, in fact?

THE WITNESS: They do right now, that's correct. The weight gets transferred from the individual spans on the bridge

into the pillar, which gets transferred to the footer, which gets transferred to the ground or the earth below, that is below the bridge.

JUDGE MINDLIN: Did I understand you to say that the concrete does not have any load bearing capacity?

THE WITNESS: In the beam, in the individual bridge beams, there is about six total. Those beams rest on three things--on the wing wall at one edge of the bridge, on the pier in the center of the bridge and on the opposite wing wall.

JUDGE MINDLIN: We're talking about the vertical pillars?

THE WITNESS: No. I was talking about the beam.

JUDGE MINDLIN: Are they vertical beams that you're talking about or horizontal beams?

THE WITNESS: Beams are horizontal. When you bend that beam, you are -- if you were to theoretically take that beam and bend it, the very top of the beam would be in compression. That's where concrete does its work. The very bottom of the beam is in tension.

The re-bars are doing the work. There is still concrete to encase those re-bars. They are not doing any work for us. They are just covering those re-bars.

When a piece of concrete breaks off and falls below, you think there is a major problem. As long as the re-bar is intact, it's not hurting the structural integrity of the bridge one bit.

I was out with Foster Sankey last week on a similar type bridge that PennDOT maintains. They don't even put the concrete back in. They spray a paint like material called epoxy over the re-bars to keep them from rusting. Again, they don't add anything to the load carrying ability of that bridge.

JUDGE MINDLIN: To what extent are the pillars involved in load bearing capacity?

THE WITNESS: They are a compression member. There is hardly any re-bar in this bridge in the pillars or in the columns or the vertical members.

They take the force. They don't really have too much tension on them. That's why when the concrete begins to decay there -- as we chipped it off, I saw it was in really bad condition. I became very concerned.

We decided to encase those in concrete so that compression members would be strong enough to take that load. We increased the width of it. They were probably originally sized larger than they actually needed to be. As a safety factor, we encased them larger than they originally were.

JUDGE MINDLIN: Does the concrete in its vertical position have load bearing capacity?

THE WITNESS: Yes, it does. That capacity, as I mentioned before, runs in the range of about 4,000 pounds per square inch. The concrete in place on that bridge when we tested it with a Swiss hammer, which is a device for measuring

concrete in place, we found the strength to be about 3,500 to 4,000 PSI. That means pounds per square inch.

What we have done is we enlarged that. We made more square inches. Actually you could take more pounds because you have more area on that column.

JUDGE MINDLIN: You heard Mr. Surace's testimony?

THE WITNESS: Yes, I have.

JUDGE MINDLIN: It's your opinion that there is no load bearing risk at all in respect of this bridge?

THE WITNESS: I would like to state this. I'm not a structural engineer. However, based on conservative railway designs, which they design for a very large safety factor, which Dominic had talked about, based on the fact that we Swiss hammered the concrete in place and found it to be acceptable from 3,500 to 4,000 pounds -- today you buy concrete, and that's what you get--3,500 to 4,000 pounds.

In addition to that we enlarged the columns. I feel with those measures in place the loadings on the rails above had not changed. They sized those loadings using box cars and heavy equipment being hauled in those box cars. The loadings that they are going to take -- they are not going to take any more loading with the passenger trains which are running across that bridge right now.

I feel very confident that the bridge will accept the loading that it's going to take now and in the future.

JUDGE MINDLIN: Is it a fair inference of your testimony that you do not feel that additional consulting engineering advice is necessary in respect of the bridge in any respect?

THE WITNESS: I shouldn't say that. Some bureaus have policies where you should reinspect bridge so often because they don't stay that way for thousands of years.

JUDGE MINDLIN: I mean presently.

THE WITNESS: Presently I feel the bridge is sound and no additional consulting work is necessary to determine whether or not the bridge is safe or unsafe.

JUDGE MINDLIN: Go ahead.

BY MS. GALLO:

Q Were there any other repairs made to the bridge that you haven't mentioned?

A Besides putting the gunite in place, there was some track work done overhead by Steamtown. I can't recall any other repairs that were done.

Q You spoke about the deterioration of the columns. In your professional opinion, can you say what caused the deterioration of those columns?

A Ironically there is the identical bridge located on Ash Street. If you look at that bridge in Scranton which Steamtown also runs across, it looks like it was the day they put it in.

I think the mechanism that caused that bridge to decay

so rapidly is the fact that the way the roadway is graded causes water to lay against those columns day after day.

As Dominic stated before, there is a sag curve on the Moscow side of the bridge. The roadway on the Madisonville side of the bridge also have a curve. It's like a big soup bowl. There are no provisions for drainage to take that water away from there.

What happens is the salt that is spread by the various transportation departments along with the water gets carried down into those columns. It saturates the columns. The salt gets into them. As everyone knows, sodium chloride attacks the cement and the binding agents in the columns and allows it to decay and fall apart.

Q You heard testimony about seepage and problems with the bridge. Can you address that?

A The water permeating through the bridge is apparent and a problem. It will undo the work that we have just done. That problem, just like the highway is in a sag, the railroad is also in a sag, and it's also a low point.

As water flows downhill, it goes down from the bridges and comes down the various members, the beams and columns. They cause more accelerated freeze/thaw action and more problem. Certainly I think that problem should be dealt with.

Where the water comes from -- a minimal amount comes from the bridge itself. In actuality the bridge has a slight

slope on it. If we were to clean all the dirt off the top of that bridge, you would see the center of the bridge is slightly higher than the end of the bridge, just like a roof.

The railway engineer back in 1910 was smart enough to pitch the bridge just like a roof so the water would run off. As time went on, the grade changed. The swales weren't maintained or diverted. The water comes across the top of that bridge. It lays there for a few days and seeps down causing the icicles and the water problem that you're seeing out there right now.

Getting rid of that water would certainly help the bridge and eliminate the icicle and icing problem we're now seeing up there.

Q In your professional opinion as an engineer, what would be the best way of dealing with the seepage problem?

A Diverting the water from going onto the bridge would nip about 90 percent of the water that accumulated up there, maybe even more. If we put a swale on each side of the bridge, as the water came down to get on the bridge it would be diverted to the roadways and the wing walls. That would just be moving the problem somewhere else.

John Hart talked about a membrane. It's like sealing a roof. You're going to put that membrane down there. That will keep the water from laying on the roof, but it's still got to go somewhere. You're going to need one or both of those

solutions.

MS. GALLO: I have no further questions.

JUDGE MINDLIN: That's it?

MS. GALLO: Yes.

JUDGE MINDLIN: Borough of Moscow.

MR. WALKER: Thank you.

CROSS-EXAMINATION

BY MR. WALKER:

Q Mr. Luciani, you indicated in response to the questioning of His Honor that you did not feel that additional engineering analysis and consulting work was needed. Is that your position?

A Yes, it is.

Q This morning didn't you indicate that you did feel that that would be a good idea to have additional work done? That would be engineering and consulting work to determine what, if any, problems did exist.

A Yes, I did.

Q You did indicate that this morning?

A Yes.

Q You indicated also in response to His Honor's questioning that you were not a structural engineer but based upon your experience with railroad design that you felt there was no further need for engineering studies, is that correct?

A Yes, I did.

Q Can you tell us exactly what specific experience you have with railway design which authorizes you to render that opinion?

A My experience in reenforced concrete and precast concrete is vast and significant. I feel I have a good handle on the ability for a piece of concrete to handle a certain load.

Q I have no doubt that you have a lot of experience. I know you own your own company with the concrete design. Your response to the administrative law judge was based upon, in your words, your experience with railway design. Did any of the companies you worked with, did any of that work or does any of your present work deal with railway design as an engineer?

A What is the difference between railway design -- I meant to say or I should say the loading. Whether it's a rail or a car or a vehicle, it's a loading on the bridge.

Q You have no specific experience with railway design work?

A Yes, you could say that.

Q You don't have?

A I don't have any experience.

JUDGE MINDLIN: I'm not clear. You do or don't have any experience with respect to railway bridge design?

THE WITNESS: Railway bridge design, no, I don't.

JUDGE MINDLIN: Would you make clear what experience you

do have that in your mind qualifies you in the area of railway bridge design?

THE WITNESS: I want to talk about specifically reenforced concrete members. I'm familiar with ACI codes, which is American Concrete Institute. I'm familiar with PennDOT codes for design of bridges. I'm familiar with the American Highway and Transportation specifically on concrete structures and bridges and the type of reenforcing and the quality of materials that should go into those particular --

BY MR. WALKER:

Q My understanding was in response to the administrative law judge's question you were basing your opinion on your specific experience with railway design. My question is do you have any with that specific area--railway and railway bridge design?

A No.

Q You also indicated, I believe, in response to one of the questions that day after day and day in and out water rests against the columns of this bridge and causes this condition.

A Yes.

Q When you were there on February 3rd, was there water resting against the columns?

A No.

Q Were you ever up there where you saw water resting against the columns?

A Yes.

Q Does it occur on a daily basis like you indicated?

A During the dry season I would say no.

Q Would you consider April to be a dry season?

A No.

Q The photographs taken in April, is there any water depicted in these photographs?

A No.

Q Did you have a chance to look at them?

A Yes, I did.

Q There is nothing resting against these columns, is there?

MR. ZAHN: He said no.

THE WITNESS: Yes. I'm sorry. There's a puddle right there.

MR. WALKER: Let me see.

JUDGE MINDLIN: May we see it? Show the other counsel if they care to see it.

BY MR. WALKER:

Q That's what you consider to be a puddle?

A Yes.

JUDGE MINDLIN: Which exhibit?

MR. WALKER: That's 7E.

JUDGE MINDLIN: Let's look at it.

(Pause.)

JUDGE MINDLIN: To what extent and with what knowledge can you tell us that this is or is not typical?

THE WITNESS: It's typical because the bridge -- knowing the elevations in and around the bridge, I know that there is nowhere for that water to rapidly run off. It's going to stay there until it evaporates into the air and warm weather.

JUDGE MINDLIN: Off the record.

(Discussion off the record.)

BY MR. WALKER:

Q The drawings which you have been referring to, do they show the slope of the bridge?

A They show the slope of the bridge only on the south side of it, which is the Moscow side.

Q When you're referring to a sagging type of bridge area, that's not shown on your diagrams, is it?

A Yes, it is.

Q It's shown on those diagrams there?

A It shows a plus and a minus grade with their intersections being at the roadway elevation on the south side of the bridge. That's a hyperbolic sag curve.

JUDGE MINDLIN: Which diagrams?

THE WITNESS: Some plans of the bridge that I didn't bring enough to distribute to the entire --

BY MR. WALKER:

Q Those diagrams there, they show this sagging?

A Yes.

Q Could you show us which ones show the sag?

A Sure. See that plus 9.7 percent grade. See that plus six percent grade. That's where the roadway -- plus six percent grade. That way there, that means that --

JUDGE MINDLIN: Excuse me. We're going to have the greatest difficulty at some point to have that considered as evidence. First of all, what is it you're referring to?

THE WITNESS: I have the 1910 bridge plans from the DL&W Railroad.

JUDGE MINDLIN: We'll let you, as you see fit, to use that plan. If at some time we reach a point where we need in clear sense weigh this testimony, you may have to make arrangements for that plan to be put in the record and then tied into this testimony.

MR. WALKER: We're not going to put it in the record, your Honor.

JUDGE MINDLIN: Let's consider that you're using that plan for purposes of oral testimony. To the extent possible, you will understand that we will not have that plan when we read the testimony.

MR. WALKER: Yes.

BY MR. WALKER:

Q You indicated that the structure had changed slightly since 1910?

A Yes.

Q What structural changes are there?

A The coping on the north and south side of the bridge, meaning the Moscow and the Madisonville side of the bridge, used to overhang about two inches. It had some nice cornice in it and architectural details that are not existing today. They have since been encased in concrete from the day they were constructed. Someone came back in and probably formed and poured those pieces.

Q Even though the structure has changed somewhat, you still feel that the structure is in good shape for a 77-year-old bridge?

A Yes.

Q What do you mean it's in good shape for a 77-year-old bridge?

A I added the words 77-year-old bridge. It's in good shape. I've seen bridges which are 100 years old which aren't in good shape. That means that they are falling apart. This is an old bridge.

You don't expect the concrete to be perfectly smooth and glossy clean.

Q Would it be fair to say that as a bridge gets older its structural integrity tends to be compromised more?

A Certainly.

Q You indicated that when you first made your cursory

inspection that you were concerned with the columns because they appeared to be excessively decayed, is that correct?

A Yes.

Q What concerns were raised in your mind as a result of that cursory inspection and looking at those columns?

A The area of the columns was becoming reduced at the point. What does that mean? We talked a little bit about the strength of the concrete being 3,000 pounds per square inch. Let's say that that column was just one square inch and they had a force in there of 3,000 pounds. That would be all the weight that that thing could handle.

Suppose the salt and the water deteriorated that column to half its size. It's now a half a square inch. The force that that thing has to handle has now doubled. Now it doesn't have to handle 3,000 pounds per square inch. It has to handle 6,000 pounds per square inch.

The original area of the column had been reduced. Originally, as I said before, they were three feet six by two foot six. They were somewhat less than that. About three inches had eroded off that column from the water and the salt eroding it away and eating the concrete away.

Now those columns have returned to four foot six to three foot six. We have enlarged them.

Q Would it be fair to say that because there was this concrete which showed excessive signs of decaying because of

the age of the bridge this raised some concerns in your mind as an engineer?

A It certainly did.

Q You took measures to modify or to correct that situation or Steamtown did?

A That's right.

Q That satisfied you?

A Yes, based on my recommendation.

Q Other areas of the bridge -- would the same hold true with other areas of the bridge? In other words, if you see some excessive decay in one point of the bridge, would that raise your concerns about another point of the bridge or another area of the bridge and the structural integrity of that area of the bridge?

A No.

Q For instance, the deck?

A Specifically what in the deck?

Q The structural integrity of the deck.

A The deck doesn't experience the water and the salt that the columns did. That's Number 1. Secondly, the underside of the deck, the concrete, as I stated before, is not factored into its ability to carry a load. The concrete on the bottom of the deck is there to cover the re-bars. The re-bars carry the load.

Q Let me ask you. This was a cursory inspection which

you made by vision. You indicated that as a result of that cursory inspection you had concerns because you were able to determine excessive decay in the columns.

A Correct.

Q If there were other problems with the bridge and with the structural integrity of the bridge which were not visible to the eye, then, of course, you would not be able to determine whether or not something had to be done below there. Correct?

A Would you repeat the question, please?

Q Sure. You were able to determine as a result of your cursory visual inspection that there is excessive decay in the columns and because of that excessive decay you had some concerns about the structural integrity of the bridge. Correct?

A That's correct.

Q If there were structural problems with the bridge which were not visible to the eye and which could not be detected by the naked eye but which could be conducted by an engineering study and analysis, if you couldn't see them, you would not be concerned about those. Is that correct?

A No. They can't be determined by an engineering analysis. There is no way that they could see inside that slab without -- even if they -- one common way of testing the soundness of a structure is to remove a sample or a core.

The probability that they are going to remove a sample

or a core that is representative of the entire bridge is very, very unlikely. Based on the outside of the bridge and the minimal number of areas that needed repair, I would still have to say that the bridge is sound.

JUDGE MINDLIN: Let's clarify this. You say your examination was cursory.

THE WITNESS: It went a little further than that.

JUDGE MINDLIN: You described it as cursory. How much further than cursory was it? What is your understanding of cursory?

THE WITNESS: Cursory is a visual check. You might touch it. You might feel it. You haven't really done any actual test or made any calculations.

As a result of the start of construction up there, I spent the first three or four days up there. I went a little further than cursory. We put the Swiss hammer on that to see how sound the material was.

In addition to that, I used a hammer to determine the soundness of materials. I got on the scaffolding, and I hit a lot of the members of that bridge with a hammer.

That doesn't sound too scientific, but I worked for a company called Lock Joint Pipe. We made pipe that carried stresses you wouldn't believe. The way we tested that pipe or the concrete on that pipe was to hit it with a hammer. That was our sample to use a pipe to see if it was acceptable or

not.

In using those same principles I tested the sound of the bridge, and I felt that it was adequate, just like we did with pipe.

BY MR. WALKER:

Q In response to my question before you asked what would be the probability that you would take out the right section in order to determine whether or not we had a safe structural integrity of the bridge. What would be the probability that you had used the hammer in the proper segments? Would it be the same comparison as before?

A No. I was able to really sound pretty much the whole bridge. If a section looked bad, I got up on the scaffolding, and I hit it all the way across. I did a really good representative sample of the entire bridge. It's not like I took one corner.

Q As a result of that examination and that inspection, what is the safe load capacity of that bridge?

A The bridge was designed to carry rail traffic when it was designed in 1910. I feel that's a representative sample. The materials used in that bridge were steel and concrete. The concrete available on that day doesn't exceed the concrete that is available today. Our materials are better.

When I tested that concrete, I found it to be 3,500 to 4,000 pounds. That's what you get today. A pretty good mix.

The re-bar in that bridge, some of them are one inch square. Still approach that in size. I looked at them. I measured them. One inch square.

How much rotted away or rusted away? Not really a measurable amount. You can't say that there was a section loss of 80 percent.

Based on that the bridge appears today as it did pretty much in 1910. What does that tell John Luciani who isn't the structural engineer? It tells him the bridge can take the same load that it did back in 1910.

Q Do you know what that load is?

A By textbook it's about a Cooper E-80 loading, which means 80,000 pounds per axle. That's the same weight that Conrail designs by today.

Q Would an engineering study and analysis be able to give us that data?

A If you wanted to go through the expense, it probably would, yes.

Q You indicated that you attended a PUC meeting at borough hall. Was that early February, February 3rd to be specific?

A I believe that was the day.

Q On that particular day, was it at borough hall in Moscow or was it at the bridge itself?

A We were at both. We walked outside.

Q Was Mr. Fleisher of the PUC present?

A Yes, he was there, bridge engineer.

Q He's a bridge engineer?

A Yes.

Q He works with the Public Utility Commission?

A Right.

Q Can you tell me -- prior to going to that bridge inspection or meeting, how did you find out about it?

A I can't really recall. I believe it was a call from somebody in Moscow.

Q Were you notified by the PUC?

A That might have been subsequent to when I heard from Borough from officials.

Q In any event, prior to going to the meeting, you were notified to come by the PUC?

A Yes.

Q Did you discuss that with council members of the City of Scranton at a public meeting?

A No. Informally.

Q Did you discuss it with the mayor of the City of Scranton?

A Informally.

Q Did you discuss it with the legal department of the City of Scranton?

A Informally.

Q As a result of those conversations, are you telling us you had no authority whatsoever to go to the field inspection or meeting?

A I had authority to go to the meeting.

Q Did you have authority to act on behalf of the City of Scranton?

A No.

Q You had no authority to act on behalf of the City of Scranton?

A No.

Q Did anybody else go to the meeting with you?

A No.

Q Did you at the time of that hearing indicate to Mr. Fleisher that you did have the authority to act and represent the City in regard to this matter?

A Yes.

Q You did state that to him?

A Yes.

Q When Mr. Heim testified you stated that --

A He was correct.

Q That was the early February meeting?

A I believe that was the date.

Q The work that was done, was there an engineering study and analysis done prior to that work being done, the temporary work that Steamtown did?

A An engineering study?

Q Yes.

A Some brief hand sketches that I prepared.

Q There was no extensive engineering study and analysis completed?

A I used basic reenforced concrete design practice and theory to do some of the repairs, yes. I used PennDOT specifications to do the repairs. We feel that they are a good construction method to follow.

Q It's not the type of extensive engineering study and analysis that we were speaking about in our conference prior to this hearing, right? Would that be true to say?

A It's a possibility that a consultant would do the same thing that I did and would charge you $10,000.00 for it. I don't know.

Q By the way, is $10,000.00 an accurate representation?

A For doing the consulting work?

Q Yes.

A I don't know. You would have to ask a consultant.

Q This morning when we discussed it in our conference wasn't the figure approximately $3,000.00 and then someone mentioned perhaps as much as 6,000?

A If you wanted to remove cores from the entire bridge and determine the structural integrity of every single member and get down to the re-bar and do a stress test on that and

take the concrete out and do core samples and do compression tests on that and put strain gauges on there, you could go as far as you want to determine that the bridge is structurally sound.

Q My question was when we discussed it this morning it was between three and six. Is that correct.

A That was mentioned.

Q Ten thousand was never mentioned in that conference until we came into the courtroom and somebody mentioned it, whether it was you or somebody else.

A Depending on what you want to do. I could get the world's most famous engineer to come in and say the bridge is structurally sound, and he will charge you 100,000.

JUDGE MINDLIN: Mr. Luciani, if a city engineer or any other engineer was considering consulting and went to a consulting engineer particularly with the loading question in mind, would it not be the wisest thing in the initial stage to ask the consulting engineer whether or not, in fact, a full consulting test was necessary?

THE WITNESS: To determine what the load carrying capacity is?

JUDGE MINDLIN: Wouldn't you ask the very engineer who is going to do that kind of test whether, in fact, that test is necessary?

THE WITNESS: My answer to that is no. What tells me

that something has to be done? If there were re-bars and I saw the section loss in those re-bars which were one inch square and now they are half inch square, gee, those things shrunk in size. Now I'm really worried like I was on the Market Street bridge.

I closed the bridge because I felt that there was a severe danger of the bridge falling down.

JUDGE MINDLIN: It's clear that you don't think any kind of consultation is necessary, isn't that correct?

THE WITNESS: I don't.

JUDGE MINDLIN: Let's assume that someone had the notion that consultation was necessary. Would it not be acceptable professional practice in these circumstances to ask the consultant in the first instance whether consultation is necessary?

THE WITNESS: I don't know. If I were your consultant and you asked me whether consulting were necessary and you were paying the bill, I would probably say yes because my services could be employed by you.

JUDGE MINDLIN: Is that the standard that prevails in the engineering field, that if somebody comes to a consulting engineer with the prospect of spending three to six thousand dollars and that engineer doesn't feel that that is necessary under the circumstances or at least feels it's advisable to make a preliminary study that that engineer would say nothing

and undertake the job? Is that what you're testifying to?

THE WITNESS: You're only insuring the traveling public that they are getting a better product. Is it a violation of ethics? I don't know. Maybe it is.

JUDGE MINDLIN: Go ahead.

MR. WALKER: Just a couple more, your Honor. I realize that everyone wants to get on the road.

BY MR. WALKER:

Q Did you take into consideration the drainage area on Route 435 and 690 when coming to the conclusion about the drainage problem? Did you review those areas? Did you see the drainage facilities?

A I didn't see any drainage facilities other than the ones that are located near Steamtown on the tracks themselves.

Q On 435?

A I don't know of any catch basins if that's what you're talking about.

Q Did you see any catch basins?

A I don't recall seeing any, no.

Q Did you try to ascertain if there were any?

A No, I didn't ask anybody if there were any.

Q Mr. Surace testified that there were some catch basins and drainage facilities on Route 435. You did not see that?

A Located where? Down near Mount Cobb?

Q Near the bridge area.

A Within 15 yards of the bridge? I don't recall seeing any. I worked up there for four days. I don't recall seeing any catch basins.

Q You indicated that the work that was done was done as a result of a problem which was apparent, is that correct, because you could see that there --

A You could see falling pieces of concrete, yes. That was apparent. You could see decaying of columns. That was apparent.

Q I think you indicated in the examination by the administrative law judge that that work is going to be undone by the seepage problem and will have to be done again ultimately. Is that correct?

A Yes. Over a period of years that would occur, yes.

Q Would it be fair to say that the older a bridge gets and the more concrete that breaks away the more compromised the structural integrity of that bridge would be? Is that fair to say in layman's terms?

A No.

Q That's not fair to say? Aging and chipping away of concrete has nothing to do with structural integrity at all?

A No, as evidenced by the Harrison Avenue bridge.

Q With this particular bridge.

A No.

Q The exposed re-bar has nothing to do with the

structural integrity?

A No. Corroded re-bar, yes.

Q Are you able to tell us if there exists any corroded re-bar? I think you indicated you would be able to tell that.

A You could see them. When they were exposed, which they were before we patched them, we looked up and saw there was re-bar there. I think you could see them on the drawings. Do you want me to show you?

Q No. I'm satisfied with that. Have you had a chance and occasion to review this document?

JUDGE MINDLIN: You better identify it.

MR. WALKER: Yes. I'm sorry. Moscow Borough Exhibit 1, which is the contract between the City of Scranton and the Steamtown Foundation.

BY MR. WALKER:

Q Have you ever reviewed that document?

A No.

Q You never had a chance?

A Not really.

Q Did you hear testimony on it today?

A Yes, I did.

Q There was testimony that the City of Scranton had responsibility pursuant to this document.

A I heard testimony to that, yes.

Q Have you ever had an opportunity to review the deed to

the City of Scranton from Conrail?

A No.

Q Did you hear testimony about that today when the passage was read into the record?

A Yes.

Q Based upon what you heard in the courtroom today and based upon your general experience as the engineer for the City of Scranton, do you have an opinion as to the responsibility for the maintenance of the bridge?

MS. GALLO: Objection. He's asking for a legal opinion. He's not qualified to make that judgment.

JUDGE MINDLIN: Do you in the course of your duties as an engineer have occasion to determine the scope of engineering work that may be required in connection with contracts to which the City is a party?

THE WITNESS: On occasion.

JUDGE MINDLIN: Would this be that kind of an occasion? That is to look at a contract to see whether or not within its terms there is an engineering responsibility?

THE WITNESS: I think that is beyond my office's ability, to make that determination.

JUDGE MINDLIN: To your knowledge, have these agreements been reviewed by the City in connection with this case?

THE WITNESS: To my knowledge?

JUDGE MINDLIN: Yes.

THE WITNESS: I would imagine. I can't speak for the law department, that they would have a thorough knowledge of the agreement.

JUDGE MINDLIN: With whom did you consult in authority on behalf of the City with respect to your responsibility for testifying here and your work in connection with the bridge?

THE WITNESS: Assistant Solicitor Gallo. We discussed--

JUDGE MINDLIN: With whom?

THE WITNESS: The assistant solicitor.

JUDGE MINDLIN: Anyone else?

THE WITNESS: On other occasions and maybe informally talked with the mayor and maybe the city solicitor, David Miller.

JUDGE MINDLIN: Were you ever advised by either the mayor or the assistant city solicitor that the City itself had no responsibility with respect to this bridge?

THE WITNESS: No.

JUDGE MINDLIN: Were you ever advised that the City did have responsibility?

THE WITNESS: It's really a question that --

JUDGE MINDLIN: Were you ever told by either the mayor or the assistant solicitor or someone else in authority with respect to the scope of your work that the City had a responsibility with respect to this bridge?

THE WITNESS: The original thought or the original words

came from John Hart.

JUDGE MINDLIN: I'm asking you whether anybody on behalf of the City ever advised you in your capacity as engineer that the City had a responsibility? I mean somebody who has authority with respect to your activities.

THE WITNESS: No. Actually, no.

JUDGE MINDLIN: Were you ever advised that you should spend four days looking over this bridge?

THE WITNESS: Yes.

JUDGE MINDLIN: Who advised you to do that?

THE WITNESS: The mayor asked me to fully cooperate so that Steamtown's runs would not be jeopardized and to assure that the project got completed in a timely fashion so that there wouldn't be a problem.

The City has a lot invested in Steamtown. We will do everything in our power to make sure that it runs as intended.

JUDGE MINDLIN: That's the whole of the mayor's charge to you?

THE WITNESS: Yes.

JUDGE MINDLIN: As a result of that charge you spent four days inspecting this bridge?

THE WITNESS: That's correct.

JUDGE MINDLIN: Continue.

MR. WALKER: Just two more questions.

BY MR. WALKER:

Q Moscow Borough Exhibit Number 12, can you take a look at that and tell me whether or not that's a letter from you addressed to Moscow Borough.

A Yes, it is.

Q At that time you indicated that you were in the process of acquiring plans so you could repair the bridge, is that correct?

A "We inspected the bridge located at Rte. 435 ... and we are in the process of acquiring plans from Conrail ... so that we may begin repair work."

Q On February 6th, 1987, you indicated to Moscow Borough that you were going to begin work on the bridge?

A Yes.

Q That was three days after the February 3rd meeting?

A That's correct.

Q That was three days after you indicated that the bridge was your responsibility?

A That's correct. I'm sorry. I stand corrected. I indicated personally that the bridge was our responsibility without any authority from the City.

Q Was a copy of that letter sent to Mayor Wenzel?

A Yes.

Q As well as the PUC?

A Yes.

MR. WALKER: I have nothing further. Thank you.

JUDGE MINDLIN: Does the Department --

MR. ZAHN: No questions.

JUDGE MINDLIN: Do you have some redirect examination?

MS. GALLO: No, your Honor.

JUDGE MINDLIN: May the witness be excused?

MS. GALLO: Yes.

JUDGE MINDLIN: You may step down.

MS. GALLO: At this time the City of Scranton rests.

JUDGE MINDLIN: Off the record.

(Discussion off the record.)

MR. ZAHN: I call Mr. Davis.

MILTON DAVIS, called as a witness, having been duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. ZAHN:

Q State your full name.

A Milton H. Davis.

Q And your official office address.

A Room 509, Transportation and Safety Building, Harrisburg, PA.

Q By whom are you employed?

A Pennsylvania Department of Transportation.

Q In what capacity?

A Assistant grade crossing engineer.

Q Are you a professional engineer?

A Yes, sir, I am.

Q Are you familiar with the crossing in today's hearing?

A Yes, sir, I am.

Q I call your attention to Question Number 14, which asks the Department to state which state highways are involved at the subject crossing and give the route numbers and the termini and the relationship to other state highways in the area.

A The highway beneath the subject structure is State Route 0690, Legislative Route 172, Traffic Roue 690. The termini of the road is pretty well shown in picture form on Moscow Exhibit Number 9 and also shows its relationship to other highways in the area.

Q Question Number 15, describe in detail the type, condition and width of the pavement of the highway approaches to the below grade crossing.

A Pavement under and adjacent to the structure is bituminous with a concrete base. It's in fair condition. The roadway approaches to the structure of State Route 0690 are 22 feet wide.

Q Question 16, give the horizontal and vertical alignment of the state highway approaches to the crossing.

A The vertical grade of Route 690 as it approaches the bridge from the east is relatively flat. The horizontal alignment of Route 690 from its intersection with Traffic Route

435 is on tangent. As you leave the structure to the east traveling on Route 690, there is a relatively sharp curve to the left.

The grade of the roadway on the east approach is proximately level.

Q Question 17, state the daily volume of traffic, including breakdown of vehicles, using this highway and the estimated volume of traffic, including breakdown and type of vehicle, that would use the highway in the future?

A From our traffic records traffic on Route 690 is approximately 4,000 vehicles a day. Generally in this area Route 690 would carry about seven percent trucks. However, that's assuming clear open roadway.

The underpass that is subject of this proceeding is appreciably restrictive to truck traffic. It is doubtful that our estimated seven percent trucks actually is achieved at this location.

In the future in the year 2007, we project four to five hundred motor vehicles per day will cross underneath this underpass.

Q Question Number 18, describe the horizontal and vertical dimensions of the below grade crossing structure opening through which vehicular and pedestrian traffic must traverse from one side of the railroad to the other.

A The underpass at the bridge is variable. It is

between 12 feet nine inches and 13 feet ten inches. The horizontal clearance on the north side is approximately 15 feet with a five-foot sidewalk on the right side of the roadway on the north side of the roadway against the abutment.

On the south side the horizontal clearance is approximately 20 feet.

Q What is the vertical clearance on the south side?

A Approximately the same as that on the north side.

Q Question 19, what maintenance or improvements has the Department performed at this crossing, if any?

A To the best of our knowledge, the Department has not performed any maintenance to this structure. We have performed routine maintenance to the roadway surface.

Q Question 20, has the Department ever been assigned or assumed any responsibility for the maintenance of the crossing?

A No.

Q Question 21, the Department is asked what actions in its opinion should be taken to insure the safety of the public and the future structural integrity of the crossing.

A In the Department's opinion, the existing structure is in good condition, except for the substandard clearances provided by the underpass. We are of the opinion that it is not necessary to employ a consultant to test the integrity of the structure.

The structure, from looking at all the pictures and

all the evidence provided here today, does not show any distress that would call for a consultant to be retained.

I would imagine that it would cost upward from 20 to 30 thousand dollars for a consultant to be placed on board to jeopardize his expertise and consider this structure to be safe.

Normally any review of concrete structures such as this, if the structure is carrying traffic adequately and is not showing any signs of distress, we would not consider the structure to need inspection for its structural integrity.

If water is permitted to continually pond at the structure, the Department is of the opinion that that in itself could cause acceleration in the deterioration of the structure. We are of the opinion that drainage should be addressed as one the prime concerns in assuring the integrity of the life expectancy of this structure.

The spalling concrete that was originally addressed as part of the complaint from our inspection of it has been alleviated.

If the swales and the drainage situation at the structure is improved, we are of the opinion that water could be removed from the area that could cause any damage to the structure.

Q Question 22, will the Department agree to prepare plans to correct the condition of the complaint?

A No, sir.

Q Question Number 23, will the Department agree to perform any work required to correct the condition which the Commission may determine to be necessary to insure the safety of the public and future structural integrity of the crossing?

A No, sir.

Q Question 24, what portion of the facilities at the below grade crossing does the Department agree to maintain in the future after actions have been taken, if any, to correct the condition?

A The cartway, the roadway and the underpass.

MR. ZAHN: Witness is available for cross-examination.

CROSS-EXAMINATION

BY MR. WALKER:

Q You were present when Dominic Surace testified.

A Yes, sir.

Q You gave absolutely no merit to his testimony?

A Oh, yes, I do.

Q How about his findings and his conclusions?

A May I qualify my answer?

Q Sure.

A Dominic Surace is a good engineer. I'm sure that he has the Borough of Moscow's concerns. He has addressed them. I just can't -- from talking to other bridge engineers, I can't imagine what would be the benefit of making an in-depth

inspection of that structure.

Q You would characterize him as a good engineer, but you feel that his objectivity is somewhat compromised because he works for Moscow Borough and that's why you would disagree with his findings or his conclusions?

A Yes, sir.

Q You would disagree with his conclusion that an engineering study and analysis is required because of the condition of this bridge?

A I would disagree with him that an engineering study is necessary to determine the integrity of the structure.

Q Can you point out the specific factors which Mr. Surace used and which his opinion was based upon which are incorrect?

A No, I can't.

Q Even though you disagree with his findings and his conclusions, you can't specify exactly what basis he used which is faulty in his reasoning and logic?

A No, I can't.

Q You indicated that you did not feel and it was not the opinion of the Department that is it necessary to employ a consultant in regard to this matter, is that correct?

A That's correct.

Q In conference this morning did you not indicate that the only intelligent thing to do would be to employ a

consultant for the purpose of analysis and study?

A No, I did not.

Q That was never indicated by you?

A What I did was I just simply related the concurrence of all of those present at that initial conference.

Q Were you not present at that time?

A Yes, sir.

Q You still submit that that was not your position?

A No, it was not.

Q You also indicated here that it was your feeling that it would cost 20 to 30 thousand dollars to get into this type of engineering study?

A That's what I said. As far as I'm concerned I can't put a figure on what it would cost an engineer to insure the integrity of the structure.

Q What would it cost for a consultant firm to come in and do an analysis and an engineering study?

A It would depend upon that consultant.

Q Is that somewhat different from insuring the structural integrity, or is that the same thing we're talking about?

A It is somewhat different. You're putting a man's expertise on the line when you ask him to say that its integrity is above reproach.

Q In conference in an attempt to resolve this matter,

did you not indicate that it would cost between three and a maximum of five thousand dollars to have such a study and engineering analysis done?

A No, I didn't.

Q That was never indicated?

A I don't know whether it -- the figure of $3,000.00 I remember someone saying. I was shocked with such a low figure. Somebody said $10,000.00, and I said, "Well, you're getting closer but not close enough."

Q You didn't say in between three and five?

A No, I didn't.

Q You indicated that the water present and the continuation of the presence of water could in and of itself cause an acceleration of the deterioration of this structure. Is that correct?

A That's correct.

Q Where does the water come from from your analysis and investigation of this case?

A From the drainage swales of the railroad.

Q Of the railroad?

A Yes.

Q How about the road system, the two highways which are owned and maintained by PennDOT?

A It comes from the sky. I guess it finally reaches those ditches however it gets to them. There is a million ways

that it gets there.

Q Where the water sits, the only roadways connected with that area are owned and maintained by PennDOT, are they not?

A That's correct.

Q That's Route 690 and 435, Traffic Route 690.

A The only road involved at this location here is 690. It is true that within a very short -- like 50 feet from the structure is an intersection with Traffic Route 435. 435 does parallel the tracks at this location.

Q They are the only roads which would have any kind of affect on the drainage problem existing underneath the bridge as far as I know. Correct me if I'm wrong.

A You're saying that the roads are the cause, I guess, sir, of the drainage problem. I'm saying the only drainage problem at this point is water reaching the ditches of the railroad and going to the structure, not away from it.

JUDGE MINDLIN: Does some of the water reach the swales from the railroad right-of-way?

THE WITNESS: From the area surrounding the entire crossing.

JUDGE MINDLIN: I'm asking specifically.

THE WITNESS: Yes, it comes from the right-of-way, but not only from the right-of-way, but, yes, some of it does.

JUDGE MINDLIN: Let's take it one at a time. Does it come from there?

THE WITNESS: Yes, sir, some of it.

JUDGE MINDLIN: Does it in part come from the road surfaces in the area after it has arrived from heaven?

THE WITNESS: Yes, sir.

JUDGE MINDLIN: Are there any other places where you think the water comes from other than roads or the right-of-way from your expert opinion and inspection?

(Pause.)

JUDGE MINDLIN: Does the water come directly into the swale from heaven?

THE WITNESS: Yes, it does.

JUDGE MINDLIN: There are three sources. Are there any other sources?

THE WITNESS: The main source is heaven.

JUDGE MINDLIN: That's the direct source.

THE WITNESS: That's the direct source.

JUDGE MINDLIN: How about the indirect source after it arrives on earth?

THE WITNESS: From the surrounding area.

JUDGE MINDLIN: Can you give some geographical or topographical identification, some physical identification? We have the roads, and we have the right-of-way. Are there any other physical features which would be a source adding to the drainage in the swale?

THE WITNESS: Private property.

BY MR. WALKER:

Q Just so I can wrap this up. It's your opinion that the conclusions reached by the engineer for the Borough of Moscow are erroneous even though you cannot point to the specific basis that he used and say, "This is erroneous," or "This particular matter is erroneous"?

A The one conclusion is erroneous that the structure ought to be inspected for structural integrity. That's the only part of his testimony I consider to be erroneous.

Q That was the essence of his testimony, with regard to the structural integrity of the bridge, was it not?

A Yes.

Q That part is erroneous not because he's not qualified but because there is perhaps some objectivity compromised by Borough affiliation. Would that be fair to say?

A It would be fair to say that we are of the opinion that it is not necessary to inspect the structure for structural integrity.

Q So necessarily, sir, Mr. Surace is incorrect. Somebody has to be correct and somebody has to be incorrect if one person is saying a structural problem exists and another person is saying a structural problem does not exist. Would that be fair to say?

MR. ZAHN: I think the witness answered your question.

MR. WALKER: I didn't get an answer.

MR. ZAHN: You sure did.

JUDGE MINDLIN: Is there an objection?

MR. ZAHN: Yes.

JUDGE MINDLIN: May I have the question back?

(Whereupon, indicated question read by reporter.)

JUDGE MINDLIN: The objection is sustained. Rephrase it.

MR. WALKER: I can rephrase it.

BY MR. WALKER:

Q You gave an opinion here today, sir, and Dominic Surace gave an opinion as the borough engineer. Since the opinions are diametrically opposed, one has to be correct. Would you say you're correct or Mr. Surace?

A I would say I'm correct.

Q In any event, you still feel that drainage and seepage should be addressed in the context of this hearing?

A Yes, sir.

MR. WALKER: Nothing further.

JUDGE MINDLIN: We have to do this and clarify it. This drainage you're talking about, how does it manifest itself in accumulation of water under the bridge or in the vicinity of the pillar structure of the bridge?

THE WITNESS: It seeps down through the structure, through the super structure.

JUDGE MINDLIN: How about from drainage?

THE WITNESS: It reaches the super structure from drains

along the railroad.

JUDGE MINDLIN: Does your department have any records of accumulations of water from time to time under the bridge?

THE WITNESS: Yes, we do have records. There are pictures here to show it.

JUDGE MINDLIN: What records do you have?

THE WITNESS: The only records we would have would be the recording of telephone calls complaining about it.

JUDGE MINDLIN: You don't have records like that with you?

THE WITNESS: No, I don't.

JUDGE MINDLIN: Do you have personal knowledge of such calls?

THE WITNESS: No.

JUDGE MINDLIN: You do not?

THE WITNESS: No, I don't.

JUDGE MINDLIN: At what point in the accumulation of water on the roadway under the bridge does it become a matter of concern to the Department of Transportation regardless of where the water comes from?

THE WITNESS: When it freezes.

JUDGE MINDLIN: Do you have any knowledge whether, in light of the drainage condition about which you are testifying, the water under the bridge freezes?

THE WITNESS: Yes, I do.

JUDGE MINDLIN: Does it?

THE WITNESS: Yes. I was at the field conference on, I think, February 3rd.

JUDGE MINDLIN: Does your department have a concern with respect to that condition?

THE WITNESS: Yes, we do.

JUDGE MINDLIN: How do you deal with that concern within the limits of your authority?

THE WITNESS: We salt it. We put deicing chemicals on it.

JUDGE MINDLIN: Is that your only remedy?

THE WITNESS: Yes, sir.

JUDGE MINDLIN: On the occasion when you observed the ice, did you observe to what thickness the ice had reached?

THE WITNESS: Just the surface. Enough to make it slippery and dangerous.

JUDGE MINDLIN: To your knowledge has there ever been any accumulation of water greater than simply that surface accumulation you just talked about?

THE WITNESS: No, sir.

JUDGE MINDLIN: Would that condition which you saw at the time you were there be of a sufficient magnitude to affect the structure of the bridge?

THE WITNESS: No, sir.

JUDGE MINDLIN: Your only concern with respect to

drainage is a concern of a sheet of ice of a small thickness upon the surface of the highway under and in the vicinity of the passage under the bridge?

THE WITNESS: That's correct.

JUDGE MINDLIN: That's the only concern?

THE WITNESS: That's correct, as far as the drainage.

JUDGE MINDLIN: What other concerns do you have?

THE WITNESS: All of the traffic that would desire to use this underpass cannot use it because of the substandard clearances.

JUDGE MINDLIN: I see. Aside from those two situations, those are the only concerns of PennDOT?

THE WITNESS: That's correct.

MR. ZAHN: In that respect, Mr. Davis, when the judge is talking about drainage, are you including the fact that some sort of sheeting to prevent the water from dropping to the roadway should be placed beneath the road bed?

THE WITNESS: Whatever is necessary to eliminate the water from coming down through the structure is what we would advocate.

JUDGE MINDLIN: Would the existence of a condition of seepage just described by counsel have a solution -- what solution is required in that respect insofar as that becomes a source of icy conditions on the state highway?

THE WITNESS: The water in the swales, if it were to

leave the structure by negative grade, then water wouldn't come down around the abutments and onto the roadway surface. Water that gets on the structure that ponds as it comes into the swales gets on top of the structure. Then the membrane coating of the top of the super structure would keep the water from going down through the deck.

JUDGE MINDLIN: That would be the total solution to that particular problem that you would recommend?

THE WITNESS: Yes, sir.

JUDGE MINDLIN: Is there anything else?

MR. WALKER: No.

JUDGE MINDLIN: May the witness be excused?

MR. ZAHN: That's the Department's case. We answered all the questions, your Honor.

JUDGE MINDLIN: Let's go off the record and take a measure of where we are, and where we are we'll put that on the record.

(Discussion off the record.)

(Whereupon, a brief recess was taken.)

JUDGE MINDLIN: We're going to afford the parties 15 days after the date of the filing of the transcript of this hearing to indicate whether and for what purpose additional hearing is necessary.

We shall also review the record to determine whether in our view for the purposes of a proper disposition additional

hearings may be necessary.

In each instance any notices that are sent should be served upon all other parties.

Is there anything else to come before us today?

MR. WALKER: You spoke before of a memorandum.

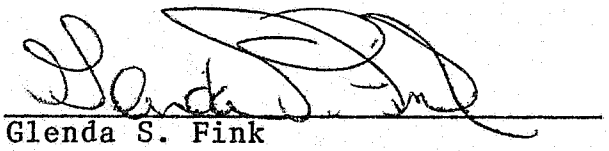
JUDGE MINDLIN: The memorandum, that is no longer a feasible request. We'll rescind the order. We didn't expect the pace of the hearing and the distance traveled to be what it has, in fact, been.

We'll rescind the order, and the case will just have to run a course.

With that we are in recess.

(Whereupon, at 5:10 p.m., the hearing adjourned.)

I hereby certify that the proceedings and evidence are contained fully and accurately in the notes taken by me during the hearing of the within cause, and that this is a true and correct transcript of the same.



Glenda S. Fink
Reporter

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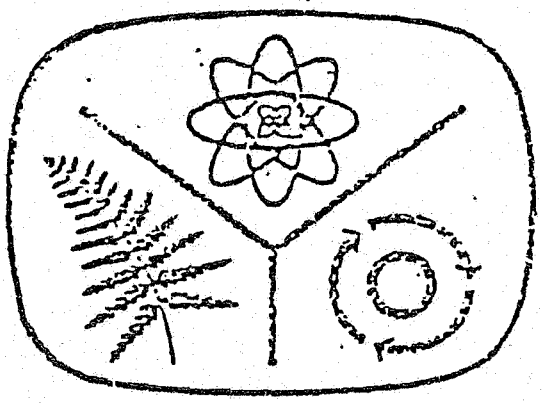


DOCKETED
MAY 2 3 1987

JAMES BARRETT McNULTY
MAYOR

RECEIVED
MAY 21 1987
SECRETARY'S OFFICE
Public Utility Commission

A G R E E M E N T

CITY OF SCRANTON, PENNSYLVANIA;

METRO ACTION, INC.

AND

DOCUMENT
FOLDER

STEAMTOWN FOUNDATION FOR THE
PRESERVATION OF STEAM AND
RAILROAD AMERICANA, INC.

DATED: May 13, 1983

C-861119
Moscow Borough 1
Scranton 5/14/87

A G R E E M E N T

This Agreement entered into this _____ day of May, 1983, by and between the CITY OF SCRANTON, a municipal corporation situated in the County of Lackawanna and existing pursuant to the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "CITY"), METRO ACTION, INC., a non-profit corporation existing pursuant to the laws of the Commonwealth of Pennsylvania, with offices in the City of Scranton, aforesaid, (hereinafter referred to as "METRO ACTION"), and STEAMTOWN FOUNDATION FOR THE PRESERVATION OF STEAM AND RAILROAD AMERICANA, INC., a non-profit educational foundation organized pursuant to the laws of the State of New Hampshire and maintaining offices in Bellows Falls, County of Windham and State of Vermont, (hereinafter referred to as "STEAMTOWN").

W I T N E S S E T H:

WHEREAS, STEAMTOWN was founded by the late F. Nelson Blount and is a non-profit corporation and foundation organized for the purposes of establishing and maintaining a museum for the exhibition of steam locomotives, engines and related items of steam and railroad Americana and to perpetuate the development and history of steam locomotives, steam engines, memorabilia; to act as a depository for steam and railroad equipment and other historical data and to

maintain in conjunction therewith the actual operation of historic steam locomotives as part of the concept of a living exhibit; to maintain a library of such documents and items relating to such steam Americana; to establish and maintain an educational institution to provide the public with the educational tools necessary to carry out its historic purposes of education and preservation; and,

WHEREAS, STEAMTOWN is a tax exempt foundation pursuant to Section 501(c)(3) of the United States Internal Revenue Code; and,

WHEREAS, the CITY has been and is a center for railroad operation, and historically has been a center for the development and operation of steam locomotives, engines, passenger and freight trains and has existing various railroad yards and railroad stations which have a potential to be used for the benefit of STEAMTOWN; and,

WHEREAS, METRO ACTION is a community development corporation, organized to foster, promote and encourage educational, cultural, recreational, social and economic life in the northeastern Pennsylvania region and as such will assist and cooperate with local government authorities in projects and undertakings to enhance the quality of life to stimulate interest in the social, cultural and economic life of the area and dissemination of information to the general public concerning the objectives of the corporation; and,

WHEREAS, the CITY and METRO ACTION have determined that

the location of the STEAMTOWN museum and exhibition facilities in downtown Scranton, Pennsylvania, at the crossroad of state and interstate highways leading to all points throughout the United States, will attract and stimulate public interest in the purposes of STEAMTOWN and will coincidentally contribute to the economic well-being of the City of Scranton; and,

WHEREAS, the CITY has made an offer to STEAMTOWN to relocate its exhibits and facilities from Bellows Falls, Vermont to Scranton, Pennsylvania under certain terms and conditions as hereinafter set forth, and STEAMTOWN, at a meeting of the Trustees held on March 11, 1983, voted to accept the offer of the City of Scranton, subject to the conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the covenants and mutual promises hereinafter set forth, and intending to be legally bound, hereby mutually agree as follows:

1. PURCHASE OF RAIL YARDS. As a condition precedent to the relocation of STEAMTOWN to Scranton, Pennsylvania:

(a) The CITY agrees to purchase the Conrail yards consisting of approximately 33 acres, with improvements, at South Washington Avenue, Scranton, Pennsylvania, from Consolidated Rail Corporation as a new site for the relocation of STEAMTOWN to Scranton, Pennsylvania, and as such, does hereby agree to provide

up to $1,000,000.00 for the purchase of the site and the balance, if any, between the purchase price and $1,000,000.00 shall be applied toward the acquisition of operational rights and/or the construction of site improvements to be mutually agreed upon between the CITY and STEAMTOWN. The site, when acquired, shall be free and clear of all liens and encumbrances and shall be a marketable title acceptable to Commonwealth Land Title Insurance Company at regular rates. The title shall be subject to coal and mineral reservations and easements of record that do not affect the marketability of title. The conveyance to the City of Scranton shall take place at such time as may be set by the parties hereto and Conrail.

(b) The CITY agrees to lease the land and trackage exclusively to STEAMTOWN for the sum of One ($1.00) Dollar per year, under the terms of a 99 year lease, which shall be negotiated and entered into by STEAMTOWN and the CITY at the time of the closing, as hereinafter set forth.

(c) All buildings on the site shall be sold by the CITY to private developers (hereinafter collectively called the "Developers"). The terms of said sale including the nature and extent of the improvements shall be negotiated between the CITY, STEAMTOWN and the Developers and made a part of this Agreement.

In the event that the CITY is unable to obtain private developers for building on the site, then and in such event, the CITY agrees to become the developer of last resort through its Municipal Industrial Development Authority of Scranton (MIDAS).

(d) As a condition of the sale between the CITY and the Developers, the Developers will be required to use their funds exclusively for the rehabilitation and renovation of the buildings.

(e) As a condition to the sale of the buildings from the CITY to the Developers, the Developers will be required to lease the buildings to the CITY who, in turn, will sublease the buildings to STEAMTOWN, exclusively, on the same terms and conditions negotiated in the lease between the CITY with the Developers.

(f) The CITY will secure the operational rights for an excursion route to operate the trains of STEAMTOWN upon the former Lackawanna main line of Conrail between the CITY and Moscow, Pennsylvania, and/or other trackage rights of other rail companies on Class II track or better. The rights either through lease or purchase of the track, which shall be available to STEAMTOWN during the term of its lease of the facilities for 99 years in the CITY, all as part of the rental of One ($1.00) Dollar per year, as is set forth in 1(b) above. It is further agreed that the

CITY will provide adequate turning facilities at Moscow and Scranton.

2. SCRANTON AREA FOUNDATION FUNDS. Upon the commitment of STEAMTOWN to relocate its facilities in Bellows Falls, Vermont to Scranton, Pennsylvania, and upon execution of this Agreement, METRO ACTION agrees to make available to STEAMTOWN, through the Scranton Area Foundation, the sum of $200,000.00 to be applied by STEAMTOWN to the repayment of all of its existing bank debt and the payment of current operation expenses. It is distinctly and expressly understood that initially upon payment of the debt owed by STEAMTOWN to Bellows Falls Trust Company, that Bellows Falls Trust Company will transfer and assign to the Scranton Area Foundation, all of its right, title and interest in and to the Notes, Security Agreements, and to all the collateral which it presently has against any and all assets of STEAMTOWN, including steam locomotives, trains and equipment. Any disbursement by the Foundation in excess of the amount owed to Bellows Falls Trust Company shall be evidenced by a Supplemental Note of STEAMTOWN and secured by the same collateral. Commitments from the Foundation will be secured and be exhibited at the time of execution of this Agreement.

It is agreed that upon the relocation of STEAMTOWN from Bellows Falls, Vermont to Scranton, Pennsylvania, that the $200,000.00 advanced by the Scranton Area Foundation to

200,000

STEAMTOWN for the purposes above set forth shall be converted to an outright gift by the Scranton Area Foundation to STEAMTOWN and all Note obligations thereunder shall be considered cancelled and all STEAMTOWN assets shall be released from the collateral obligations, free and clear of the liens and encumbrances aforesaid.

3. THE PUBLIC SUBSCRIPTION FUNDS/$2,000,000.00. The CITY and METRO ACTION agree to launch through the medium of the Scranton Area Foundation (a 501(c)(3) approved Foundation), a broad-based community-wide campaign to raise up to $2,000,000.00 through public gift subscription for STEAMTOWN, from all sectors of the community. All subscriptions shall be deposited in a designated Special Account of the Foundation designated the "STEAMTOWN PROJECT", and shall be disbursed by the Trustees of the Foundation, from time to time, for the specific purposes hereinafter set forth as outright gifts to STEAMTOWN. In the event that the public subscription does not reach the goal within a reasonable time consistent with the scheduling of the movement and relocation of the STEAMTOWN facilities to Scranton, then and in such event, the CITY guarantees that it will provide any shortfall through State, Federal or Local Government funds. The latter funds will be channeled directly from the CITY to STEAMTOWN for the purposes hereinafter set forth.

4. USES FOR THE $2,000,000.00 FUND. It is understood that the $2,000,000.00 Fund shall be used exclusively for

the following purposes:

(a) Freight charges incurred in the transportation of machinery and equipment from Bellows Falls to Scranton;

(b) The preparation of the rolling stock and equipment for the move to Scranton;

(c) Cost of moving the rolling stock and related equipment from Bellows Falls to Scranton;

(d) Any balance shall be used primarily for operational purposes by STEAMTOWN after the relocation in Scranton, Pennsylvania, provided, however, that STEAMTOWN may use a portion of such funds if a unique opportunity to purchase capital equipment presents itself.

5. PROCEDURES FOR DRAWDOWN. All moneys received from public subscription, as are set forth in paragraph 3, shall be held in trust by the Scranton Area Foundation and disbursed under the following procedures:

(a) The Chief Operating Officer of STEAMTOWN shall make a written recommendation to the STEAMTOWN Board of Trustees, to which shall be attached the supporting documentation specifying the uses and purposes of the funds request;

(b) The Board of Trustees, upon approval of the request, shall direct the Chief Operating Officer to certify, in writing, to the Scranton Area Foundation the approval of the fund request by the Board of

Trustees;

(c) The Scranton Area Foundation will, upon such authorization, issue a check for the amount of the request payable to STEAMTOWN to be applied for the uses and purposes authorized by the Board of Trustees.

6. STEAMTOWN CONDITIONS FOR RELOCATION. STEAMTOWN agrees to relocate its locomotives and equipment and all other relevant facilities that may be mutually agreed upon as being necessary and useful to the operation of its Exhibit from Bellows Falls to Scranton on the following conditions:

(a) That the CITY has, in fact, acquired the railroad yards from Conrail and the trackage thereon is properly prepared for the movement of the rolling stock and equipment to Scranton, Pennsylvania;

(b) That the buildings on the site shall be rehabilitated and renovated by the Developer, with input from STEAMTOWN on the form and scope of improvements needed to make each building efficient for the purposes of STEAMTOWN;

(c) That the campaign for the $2,000,000.00 has, in fact, been launched and is in progress, with the commitment from the CITY that any shortfall shall be granted by the CITY through funds derived from State, Federal or Local Government;

(d) The CITY will secure the operational rights

for an excursion route to operate the trains of STEAMTOWN upon the former Lackawanna main line of Conrail between the CITY and Moscow, Pennsylvania, and/or other trackage rights of other rail companies on Class II track or better. The rights either through lease or purchase of the track, which shall be available to STEAMTOWN during the term of its lease of the facilities for 99 years in the CITY, all as part of the rental of One ($1.00) Dollar per year, as is set forth in 1 b) above.

(e) It is understood and agreed that STEAMTOWN shall enjoy all rights, privileges and benefits which are available to all 501(c)(3) non-profit foundations under applicable laws.

(f) It is the intention of the parties that the entire STEAMTOWN collection, including locomotives, operating equipment and relevant and useful facilities, shall be moved to Scranton. However, the parties recognize that some personal property, materials or equipment, may not be useful or practicable for removal, in such event, the parties agree that such property shall be disposed of at public or private sale by STEAMTOWN at the highest price obtainable, and the proceeds used by STEAMTOWN for its corporate purposes.

(g) This Agreement shall have met the approval of the attorneys of the parties hereto.

7. DOCUMENTATION TO BE PROVIDED BY STEAMTOWN.

STEAMTOWN agrees to provide the CITY and METRO ACTION with the following documents:

(a) Certified copies of the Articles of Incorporation of STEAMTOWN and By-Laws;

(b) Audited Financial Statements, including Profit and Loss for the last two (2) years and certified audits for the third year.

(c) List of contracts or agreements, if any, with employees and/or unions and suppliers and others;

(d) Certified copies of the Resolution of the Board of Trustees authorizing the relocation of STEAMTOWN from Bellows Falls to Scranton, with action taken at a duly called meeting of the Board of Trustees, at which a quorum was present and voting;

(e) An Opinion by its counsel that the making and performance of this Agreement, and the move from Bellows Falls to Scranton, Pennsylvania, will not violate the provisions of any contract, agreement, governmental rule or regulation, covenant, By-Law, or Indenture of Trust by which STEAMTOWN may be bound.

8. ENLARGING THE BOARD OF TRUSTEES BY STEAMTOWN.

STEAMTOWN agrees to amend or change its By-Laws so that the number of Trustees shall be fixed at 15, of which not less than 6 members shall be residents of the Greater Scranton area and shall be nominated by the Mayor of the City of Scranton, with the consent of City Council, and shall be

duly elected by the Board of Directors of STEAMTOWN for a duly constituted Board of not more than 15 members. The Board shall thereafter continue to be a self-perpetuating Board of Trustees.

9. REGISTRATION BY STEAMTOWN IN PENNSYLVANIA. STEAMTOWN agrees to register the Corporation as a foreign corporation with the Department of State of the Commonwealth of Pennsylvania.

10. BLOUNT MEMORIAL PLAQUE. The CITY agrees to recognize the charitable efforts of the late F. Nelson Blount in establishing the museum exhibits through a memorial plaque to be placed at an appropriate location in the museum with inscription approved by the Trustees.

11. CONTINUANCE OF LIVING EXHIBIT. The CITY recognizes that STEAMTOWN has for a number of years leased operating equipment to other operators in providng a living exhibit and thereby expanding the scope of the museum's operations to other areas. This policy will be continued upon relocation of the museum to Scranton through appropriate implementary action to be taken by the Board of Trustees.

12. CONSENT OF SCRANTON AREA FOUNDATION. The CITY agrees to cause the Scranton Area Foundation to take appropriate action to consent to specific acts which would be required of the Foundation under the terms of this Agreement through the medium of an attached consent to this

Agreement, duly executed by the proper officers of the Foundation.

13. INSURANCE AND BONDING. STEAMTOWN agrees to obtain and pay for such insurance that may be required for the protection of the interests of the parties hereto including, without limitation, fire, public liability and property damage and employee's fidelity bonds in such amounts and for such period of time as the parties hereto may deem necessary.

14. COMPLIANCE WITH LAWS, ETC. The CITY also represents that the establishment of STEAMTOWN at the Conrail site complies with all valid laws, orders, regulations, ordinances and requirements of the CITY and other Municipal Subdivisions thereof, if any, having jurisdiction over the premises, and the operation and uses to which the site is to be put.

15. ENTIRE TRANSACTION. This Agreement contains the entire Agreement of the parties hereto with respect to the acquisition, financing, letting and hiring of the rail yards and the relocation of STEAMTOWN to Scranton, and this Agreement may not be assigned, amended, modified, released, surrendered or disturbed, in whole or in part, except by instrument in writing signed by all parties herein.

16. ADDITIONAL DOCUMENTS. The parties hereto agree to execute any and all additional documents which may be

required and called for under the terms of this Agreement.

17. BINDING EFFECT. The covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this document, by their proper officers, on the day and year first above written, thereunto duly authorized.

CITY CONTROLLER

CITY OF SCRANTON

BY: JAMES BARRETT McNULTY, MAYOR

ATTEST:

SECRETARY

STEAMTOWN FOUNDATION FOR THE PRESERVATION OF STEAM AND RAILROAD AMERICANA, INC.

BY: CHAIRMAN

ATTEST:

SECRETARY

METRO ACTION, INC.

BY: PRESIDENT

APPROVED AS TO FORM:

CITY SOLICITOR

ATTORNEY FOR METRO ACTION, INC.

CONSENT AND ACCEPTANCE

OF SCRANTON AREA FOUNDATION

NOW, to wit, this 27 day of April, 1983, the undersigned SCRANTON AREA FOUNDATION, by its duly authorized officer, duly referred to in the attached Agreement between the City of Scranton, et al, and Steamtown Foundation For The Preservation Of Steam And Railroad Americana, Inc., does hereby consent and accept the specific acts, duties and responsibilities assigned to it under the attached Agreement and agrees to be legally bound thereby, subject to the following provisions:

(1) That all parties must recognize that although the Scranton Area Foundation is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, it is a private non-operating foundation under Section 509(a) of the Internal Revenue Code. From a donor's standpoint, contributions to a private foundation are limited to 20 per cent of the donor's contributions base; there is no carry forward of any contributions in excess of the percentage limitation; and gifts of appreciated assets to the foundation will result in a charitable deduction equal to the fair market value of the asset less 50 per cent of the amount of the gain that would have been realized if the assets had been sold on that date.

(2) That there will be provided to Scranton Area Foundation evidence of Internal Revenue Service approval establishing that Steamtown Foundation For The Preservation Of Steam And Railroad Americana, Inc., is a "public charity" under Section 509(a)(1), (2) or (3) of the Internal Revenue Code.

(3) That the Scranton Area Foundation will have no responsibility or duties in the campaign to raise the $200,000 referred to in paragraph 2 of the Agreement or the $2,000,000 referred to in paragraph 3. The Scranton Area Foundation agrees to accept all gifts raised for that Steamtown Project; to hold said gifts in trust for that Project, and to disburse the funds under the procedures set forth in paragraphs 2 and 5 of the Agreement.

SCRANTON AREA FOUNDATION

By _____
Authorized Agent

Scranton, Pennsylvania

CONSENT AND ACCEPTANCE OF

MUNICIPAL INDUSTRIAL DEVELOPMENT AUTHORITY OF SCRANTON

NOW, to wit, this 13 day of May, 1983, the undersigned MUNICIPAL INDUSTRIAL DEVELOPMENT AUTHORITY OF SCRANTON by its duly authorized officers, does hereby consent and accept the specific acts, duties and responsibilities that may be assigned to it under Article 1(c) of the attached Agreement and agrees to be legally bound thereby.

IN WITNESS WHEREOF, the undersigned officers have executed this Consent and Acceptance on the day and year first above written.

MUNICIPAL INDUSTRIAL DEVELOPMENT AUTHORITY OF SCRANTON

ATTEST:

By: _____
Chairman

_____
Secretary

CERTIFIED COPY OF RESOLUTION
OF THE EXECUTIVE COMMITTEE
METROACTION, INC.

At a duly called special meeting of the Executive Committee of METROACTION, INC. ("METROACTION") held on the 12th day of May, 1983, at 4:00 o'clock P.M., at Chamber of Commerce Building, Scranton, Pennsylvania, at which a quorum was present, the following resolution was duly adopted:

"WHEREAS, MetroAction, and the City of Scranton have been negotiating with Steamtown Foundation For The Preservation Of Steam and Railroad Americana, Inc., ("STEAMTOWN") with respect to the relocation, establishment and maintenance of a museum in Scranton, Pennsylvania, for the exhibition of steam locomotives, engines and related items of steam and railroad Americana and to perpetuate the development and history of steam locomotives and memorabilia; and

WHEREAS, MetroAction is a community development corporation organized to foster, promote and encourage the educational, cultural, recreational, social and economic life of Northeastern Pennsylvania and as such will assist and cooperate with local government authorities with projects to enhance the quality of life in Northeastern Pennsylvania; and

WHEREAS, the City of Scranton and MetroAction have determined that the location of the Steamtown museum and exhibition in downtown Scranton, Pennsylvania, will attract and stimulate public interest in the purposes of Steamtown and will coincidentally contribute to the economic well-being of the Greater Scranton area; and

WHEREAS, the City of Scranton has made an offer to Steamtown for the relocation of its museum and exhibit at the former Conrail yards on South Washington Avenue, in Scranton, Pennsylvania which offer has been accepted by the Trustees of the Steamtown Foundation under date of March 11, 1983, subject to the terms and conditions more fully set forth in an Agreement between the City of Scranton, Steamtown and MetroAction, with the consent and acceptance

of the Scranton Foundation and the Municipal Industrial Development Authority of Scranton, Pennsylvania attached.

NOW THEREFORE BE IT RESOLVED, that the aforesaid Agreement be and the same is hereby approved and ratified and that this Corporation shall work cooperatively with the City of Scranton and Steamtown to assist in the relocation of Steamtown in Scranton, Pennsylvania, and to do any and all things that will be necessary and required of this corporation to consummate the transaction under the Agreement.

BE IT FURTHER RESOLVED that the President or the Vice-President and the Secretary or Assistant Secretary of this Corporation be and they are hereby authorized and empowered to execute, acknowledge and deliver for and on behalf of this Corporation the Agreement above referred to and, without limitation, to execute such other documents, agreements, instruments and consents which may be required for the consummsation and implementation of the transaction."

CERTIFICATION

The undersigned, being the Secretary of MetroAction, Inc., hereby certifies that the above is a true and correct copy of a Resolution duly adopted by the Executive Committee of this Corporation at the aforesaid meeting duly called and at which a quorum was present on the 12th day of May, 1983, and that the said Resolution is still in full force and effect and has not been revoked or rescinded on the date hereof.

Dated at Scranton, Pennsylvania, this 13th day of May, 1983.

(Corporate Seal)

Secretary

83.012@RESMETRO
P:RESMETCP

The following is an excerpt from the minutes of a special meeting of the Trustees of the Steamtown Foundation for the Preservation of Steam and Railroad Americana held on March 11, 1983:

VOTED: "The Board of Trustees agree to move Steamtown to Scranton, Pennsylvania contingent upon the approval by counsel of a final contract. In making this motion, Steamtown Trustees agree to make available to Bellows Falls leased operating equipment in order that the continued operation of an excursion train can be maintained in Vermont".

A true copy

John Parker, Acting Clerk

C

RESOLUTION NO. 130

1983

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO ENTER INTO A CONTRACT WITH THE STEAMTOWN FOUNDATION PROVIDING FOR THE RELOCATION OF THE FOUNDATIONS'S MUSEUM FOR THE EXHIBITION OF STEAM LOCOMOTIVES AND RELATED ITEMS OF STEAM AND RAILROAD AMERICANA FROM BELLOWS FALLS, VERMONT, TO THE CITY OF SCRANTON.

RULES

City Clerk

WHEREAS, the Steamtown Foundation for the preservation of Steam and Railroad Americana, Inc., a non-profit educational foundation, was founded by the late F. Nelson Blount for purposes of establishing and maintaining a permanent museum for the exhibition of steam locomotives and related items of railroad Americana; and

WHEREAS, the City of Scranton has historically been a center for the development and operation of steam locomotives, engines, passenger and freight trains and has existing various railroad yards and railroad stations which have a potential to be used for the benefit of Steamtown; and

WHEREAS, it has been determined that the location of the Steamtown Museum and exhibit in downtown Scranton, Pennsylvania, will attract and stimulate public interest in the purposes of Steamtown and will coincidentally contribute to the economic well being of the City of Scranton; and

WHEREAS, the City of Scranton has made an offer to Steamtown to relocate its exhibits and facilities from Bellow Falls, Vermont to Scranton, Pennsylvania, under certain terms and conditions as set forth in a contract developed by and between the parties, a copy of the said contract being attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, on March 11, 1983 the trustees of the Steamtown

subject to the terms and conditions set forth in the contract negotiated by the parties.

NOW, THEREFORE, BE IT RESOLVED THAT THE MAYOR AND OTHER Appropriate City Officials are authorized to enter into a contrac with the Steamtown Foundation providing for the relocation of the Foundation's Museum for the exhibition of steam locomotives and related items of steam and railroad Americana from Bellows Falls Vermont, to the City of Scranton.

SECTION 1: This Resolution enacted by the Council of the City of Scranton under the authority of the Act of the Legislatu April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law" and any other applicable law arising under t Laws of the State of Pennsylvania.

Passed by The Council

MAY 11, 1983

Approved May 12, 19

affirmative votes of MESSRS.

DONAHUE, GERRITY, MELNICK, MARTINELLI, MANZO.

negative NONE.

President

Mayor

City C

5-19-83

A National
Historic Site

STEAMTOWN USA
Lackawanna Railroad ©

JOHN M. HART, JR.
General Manager

DOCUMENT
MAY 20 1987

April 9, 1987

RECEIVED
MAY 21 1987
SECRETARY'S OFFICE
Utility Commission

Mr. William Heim, President
Moscow Borough Council
Borough Building
Moscow, PA 18444

DOCUMENT
FOLDER

Dear Mr. Heim:

It was indeed a pleasure speaking with you on the evening of April 8th and I am happy to know that we have a good Steamtown volunteer on the Moscow Borough Council.

With respect to the problems your borough is experiencing with the railroad bridge, I will reiterate my stance that should the city fail to initiate repairs to the structure by the week of April 27, the Steamtown Foundation will initiate such repairs.

In addition, Steamtown at the conclusion of the 1987 season will initiate permanent repairs to the top of the bridge.

As you know, Steamtown U.S.A. does not own the righ-of-way between Scranton and Moscow but must use it for its survival. Any interruption in services at this most critical time will not only hurt Steamtown, but it would destroy it - a move which would severly impact the forward motion Northeastern Pennsylvania is taking in the development of tourism as an industry.

I look forward to many years of cooperation with the Borough of Moscow and based on the past relationship with your people and assistance by them in maintaining a clean station area, I am sure this relationship can continue for many years to come.

C-861119
Moscow Borough 2
Scranton
5/14/87
JJ. Fink

Moscow-2

P.O. Box F, Scranton, Pennsylvania 18501-0080 • Telephone: (717) 969-1984

A Non-Profit Educational Foundation dedicated to the preservation of Steam and Railroad Americana

If I can be of further assistance in this matter, please do not hesitate to call me at 969-4987 or evenings at 347-8080.

Again, thank you for your patience and understanding in this matter.

Sincerely,

John M. Hart, Jr.
General Manager

JMHjr/lab

A National
Historic Site

STEAMTOWN USA
Lackawanna Railroad ©

JOHN M. HART, JR.
General Manager

April 24, 1987

RECEIVED
MAY 21 1987
SECRETARY'S OFFICE
Public Utility Commission

The Honorable David J. Wenzel
Mayor, City of Scranton
City Hall
N. Washington Avenue
Scranton, PA 18503

Dear Mayor Wenzel:

Due to imminent legal problems which will have an adverse effect on Steamtown Foundation's planned May second opening date, the Foundation is hereby offering to repair a railroad bridge in the borough of Moscow.

While the city has begun the bidding process to initiate repairs, it is our belief that the process could not be completed in time to avert the problems now threatening Steamtown's operations.

Steamtown is willing to initiate repairs of this span beginning Monday, April 27th, a date which will ensure completion of repairs before Steamtown's scheduled operations.

Should permission be granted by you to allow these repairs, such action by Steamtown does not waive any rights it may have in this matter.

Thank you for your understanding and consideration in this matter.

Sincerely,

John M. Hart, Jr.
General Manager

JMHjr/lab

Moscow-3

C-861119
Moscow Borough
Scranton

DOCUMENT
FOLDER

3

5/14/87

DOCKETED

MAY 20 1987

A National Historic Site

STEAMTOWN USA
Lackawanna Railroad ©

JOHN M. HART, JR.
General Manager

April 24, 1987

RECEIVED
MAY 21 1987
SECRETARY'S OFFICE
Public Utility Commission

Attorney James Walker
Solicitor, Borough of Moscow
Connell Building
Scranton, PA 18503

Dear Jim:

This letter will confirm that Steamtown Foundation will undertake repairs of the bridge in Moscow beginning Monday, April 27, 1987. Steamtown Foundation has hired the expertise needed and is providing the equipment necessary to do the job according to specifications outlined by the Scranton city engineer.

We expect this work to be completed within a five day period. PennDOT has been notified of Steamtown's work on the bridge and our use of railroad police to provide safe passage of vehicular traffic during the construction period.

If there are any further questions, please do not hesitate to call.

Sincerely,

John M. Hart, Jr.
General Manager

JMHjr/lab

DOCKETED
MAY 26 1987

C-861119
Moscow Borough by
Scranton 5/14/87

DOCUMENT FOLDER

April 24, 1987

RECEIVED
MAY 21 1987
SECRETARY'S OFFICE
Public Utility Commission

Mr. John M. Hart, Jr.
General Manager
Steamtown Foundation
PO Box F
Scranton, PA 18501-0080

Dear Mr. Hart:

I am in receipt of your letter dated April 24, 1987 concerning your offer to repair a bridge in Moscow Borough.

Please be advised that the city is most appreciative of this offer and hereby grants permission to the Steamtown Foundation to initiate said repairs.

Sincerely,

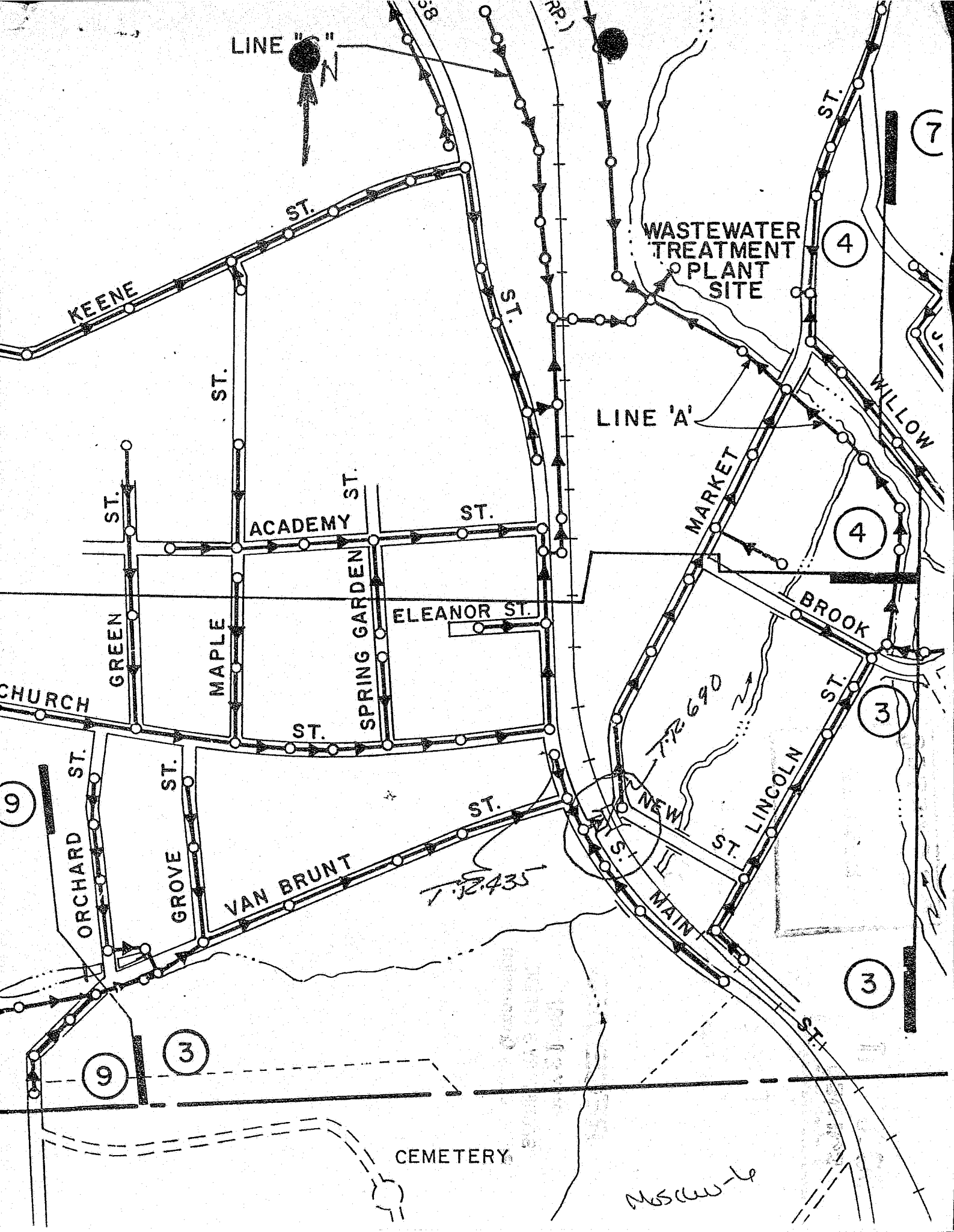
DOCKETED
MAY 26 1987

David J. Wenzel
Mayor

DOCUMENT FOLDER

C-861119
Moscow Borough 5
Scranton
5/14/87
JD. Fnk

Moscw-5


LINE "C"
N
KEENE ST.
ST.
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WASTEWATER TREATMENT PLANT SITE
LINE 'A'
WILLOW
MARKET
ACADEMY ST.
ST.
ST.
SPRING GARDEN
ELEANOR ST.
BROOK
GREEN
MAPLE
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ORCHARD ST.
GROVE ST.
VAN BRUNT
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LINCOLN ST.
MAIN
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CEMETERY
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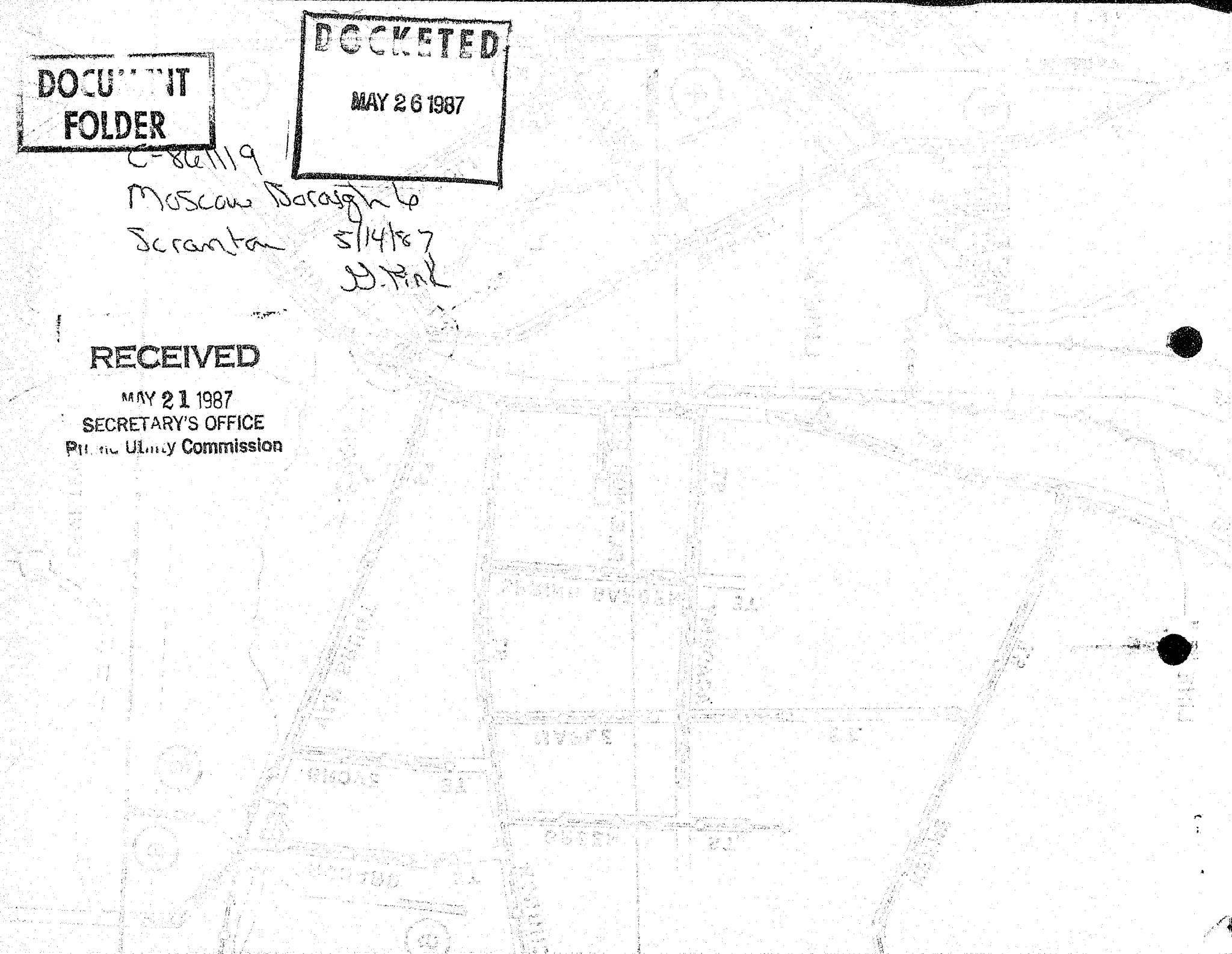
DOCUMENT FOLDER

DOCKETED
MAY 26 1987

C-861119
Moscow Borough to
Scranton 5/14/87
W. Fink

RECEIVED
MAY 21 1987
SECRETARY'S OFFICE
Public Utility Commission



OVERSIZE DOCUMENT(S)

WILLIAM G. KARAM
ASSOCIATES, INC.
CONSULTING ENGINEERS

RD 6, BOX 222, RTES. 6 & 11
CLARKS SUMMIT, PA. 18411

William G. Karam, P.E.
John Powell Scheuer, P.E.

MOSCOW SEWER AUTHORITY

MOSCOW BOROUGH

LACKAWANNA COUNTY PENNSYLVANIA

INDEX AND LOCATION MAP

DESIGNED BY	DATE	PROJECT NO.	DRWG. NO.
M.D.B. & E.J.Z.	SEPT. 1985	184	2
DRAWN BY	CHECKED BY	SCALE:	
E.J.Z.	J.P.S.	AS NOTED	

Moscow - 6

7A

C-861119
Moscow Borough Ex. 7A
Scranton 5/14/87
BSF

7B

C-861119
Moscow Borough Ex. 7B
Scranton 5/14/87
BSF in L

7C

C-861119
Moscow Borough Ex. 7C
Scranton 5/14/87
BSF in L

C-861119
Moscow Borough EK 7D
Scranton 5/14/87
JS.FNK

7D

C-861119
Moscow Borough 7E
Scranton 5/14/87
JS.FNK

7E

C-861119
Moscow Borough 7F
Scranton 5/14/87
JS.FNK

7F

DOCKETED
MAY 26 1987

DOCUMENT FOLDER

C-861119
Moscow Borough 7G
Scranton 5/14/87
JS.FNK

DOMINIC T. SURACE, PE/PLS

CONSULTING ENGINEERS • LAND SURVEYORS

517 MARJORIE DRIVE • DUNMORE, PENNSYLVANIA 18512
TELEPHONE 717-347-1477
717-654-6400

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MAY 2 3 1987

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MAY 21 1987
SECRETARY'S OFFICE
Public Utility Commission

Attorney James Walker
Connell Building
631-635 N. Washington Ave.
Scranton, Pa. 18503

DOCUMENT FOLDER

Re: Moscow Borough
Bridge Carrying
SteamTown Tracks
Over Traffic Route 690

Dear Mr. Walker:

As per our telephone conversation, the following is a general description of what has taken place over the past few years concerning the above suject bridge.

I have met several times with the City of Scranton officials, Moscow Borough officials, Steamtown personnel, Penn Dot personnel and PUC members, disussing the condition of the bridge, ownership, and maintenance responsibilities of the structure. As a result of these meetings, it was determined that the City of Scranton owned the bridge, and are responsible to maintain it. An order by the PUC was issued to the City to make temporary repairs. This action would insure the safety of both the pedestrians and vehicles travelling under the structure.

Please refer to the enclosed photo. There are three basic visual symptons of distress in this concrete structure: cracking, spalling and disintegration (which may be defined as a general decay of the surface involving loss of the cement paste and loosening of the particles of coarse aggregate) . Some of the common ~~courses~~ causes of deterioration in concrete are as follows:

A - Vibration - trains running over structure

B - Drying shrinkage

C - Temperature stress

D - Absorption of moisture by the concrete

C-861119
Moscow Borough 8
Scranton
5/14/87
88.F.n.K

E - Corrosion due to chemical agents (salt used to keep the surface from being slippery during winter months)

F - Weathering

Due to the deterioration, pieces of decayed surface fall off creating a hazard to both pedestrians and vehicles.

It is often found that a badly deteriorated structure (such as the structure of concern) apparently greatly reduced in strength, continues to support the applied loads with no discernable indications of distress. Two of the more important reasons for this are as follows:

1) Structures are commonly proportioned on the basis of stylized procedures of computation called structural design. These procedures are intended to represent, as nearly as possible, actual physical conditions as they occur in the structure. Because of mathematical difficulties, however, certain simplifying assumptions are made. These assumptions are, necessarily, conservative and result in a margin of safety in the construction.

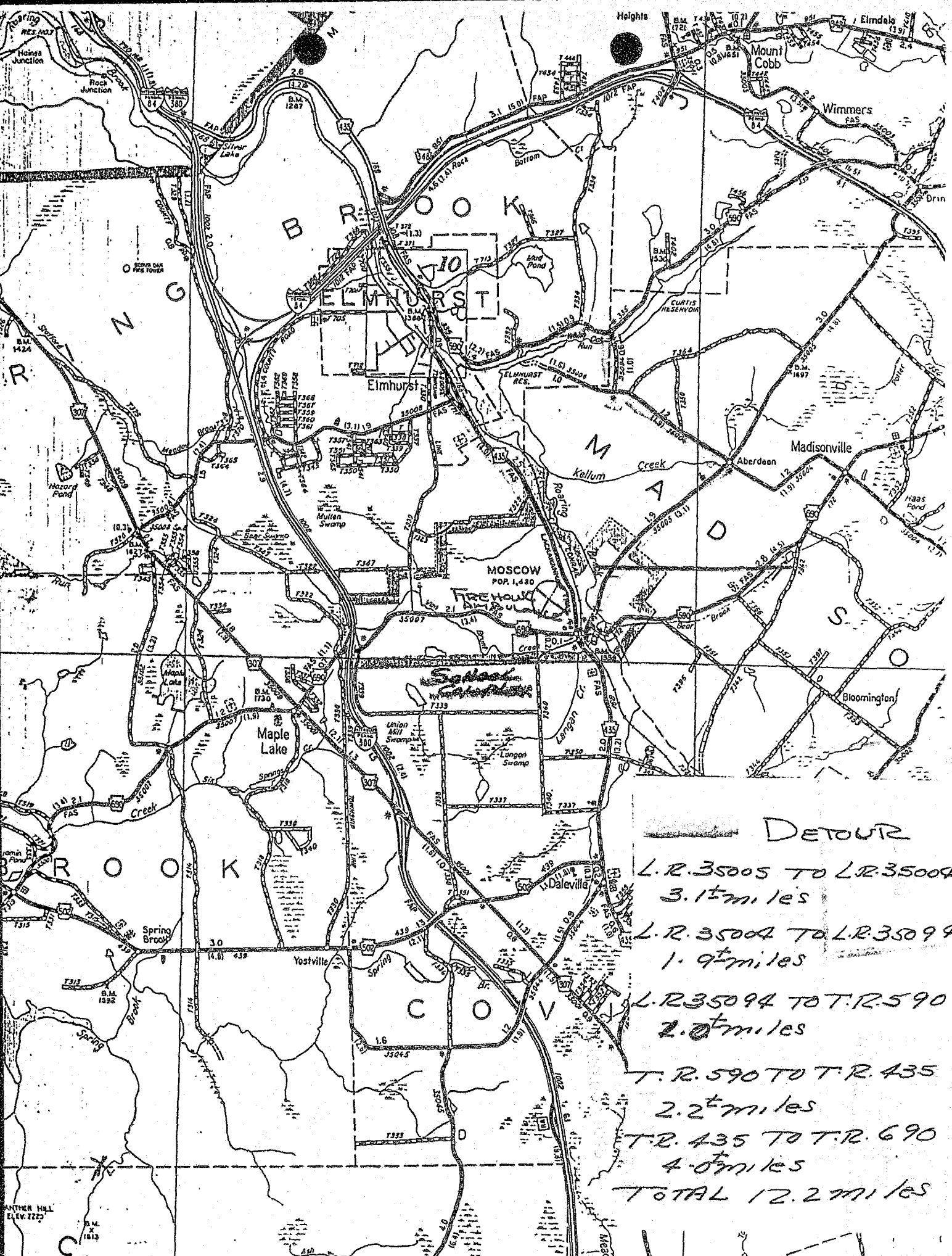
2) The strength of the structural materials, particularly concrete, may increase with age.

I am pleased to be able to provide you with this information.

Sincerely,

D. T. Surace

Dominic T. Surace, P.E.



Detour

L.R. 35005 to L.R. 35004
3.1± miles

L.R. 35004 to L.R. 35094
1.9± miles

L.R. 35094 to T.R. 590
2.0± miles

T.R. 590 to T.R. 435
2.2± miles

T.R. 435 to T.R. 690
4.0± miles

TOTAL 12.2 miles

DOCUMENT FOLDER

DOCKETED
MAY 26 1987

Muscow Borough 9
Scranton STKP&T
J.B.T.K

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Public Utility Commission

(9-70)
COMMONWEALTH OF PENNSYLVANIA
Department of Transportation
Bureau of Accident Analysis

POLICE ACCIDENT REPORT

RETURN TO:
PA. DEPT. OF TRANSPORTATION
BUREAU OF ACCIDENT ANALYSIS
HARRISBURG, PA. 17123

1. MUNICIPALITY: MOSCOW BORO POLICE — 2. CODE: 35-411
3. DISTRICT: 4 — 4. REPORT NO.: 239 — 5. DATE: 4 JUNE 74
6. INVESTIGATOR: OFFICER FRANK M. KLEMBECKI — 7. BADGE NUMBER: 3

TIME
8. DAY OF WEEK: TUESDAY — 9. HOUR (EST): 9:20 AM. — 10. DATE OF ACCIDENT: 4 JUNE, 19 74 — 11. CHECK IF HIT-RUN: ☐
12. SEVERITY — ESTIMATED TOTAL DAMAGES: $ 450.00 — NUMBER INJURED: 0 — NUMBER KILLED: 0

VEHICLE NO. 1

13. OPERATOR'S NAME: LEONARD JOSEPH GRAMBERG — 14. OPERATOR'S NO. & STATE: 12 22 [illegible] -PA. — 15. SEX: M — 16. D.O.B.: 14 MAR 49
17. STREET ADDRESS: RD #4 — CITY: TUNKHANNOCK — STATE: PA. 18657
18. OWNER'S NAME: WILLIAM M. FUHREY — 19. VEHICLE (YEAR, MAKE, TYPE): 72 BROCKWAY TT — 20. REGISTRATION NO.: CJ 34261 -PA.
21. STREET ADDRESS: RD #2 — CITY: SPRINGVILLE — STATE: PA. 18844
22. OWNER OF TRAILER: AS ABOVE #18 — 23. TRAILER (YEAR, MAKE): AS ABOVE #19 — 24. REGISTRATION NO.: AS ABOVE #20
25. STREET ADDRESS: AS ABOVE #21 — CITY: — STATE:
26. VEHICLE REMOVED TO: DRIVABLE — 27. BY: OPERATOR — 28. ESTIMATED DAMAGE $: 150.00

VEHICLE NO. 2

29. OPERATOR'S NAME: LILIAN NASHOTKA — 30. OPERATOR'S NO. & STATE: 21 778 549 -PA. — 31. SEX: F — 32. D.O.B.: 12 JAN 1902
33. STREET ADDRESS: RD #1 — CITY: MOSCOW — STATE: PA. 18444
34. OWNER'S NAME: ANDREW NASHOTKA — 35. VEHICLE (YEAR, MAKE, TYPE): — 36. REGISTRATION NO.:
37. STREET ADDRESS: AS ABOVE #33 — CITY: — STATE:
38. OWNER OF TRAILER: — 39. TRAILER (YEAR, MAKE): — 40. REGISTRATION NO.:
41. STREET ADDRESS: — CITY: — STATE:
42. VEHICLE REMOVED TO: PARKING LOT ACROSS FROM AGWAY STORE — 43. BY: OPERATOR OF TRACTOR TRAILER — 44. ESTIMATED DAMAGE $: 300.00

OTHER

45. PEDESTRIAN'S NAME — 46. SEX — 47. AGE — 48. CHECK ONE ☐ UNINJURED ☐ INJURED ☐ KILLED
49. STREET ADDRESS — CITY: — STATE:
50. NAME OF PROPERTY OWNER — 51. DESC. OF DAMAGED PROPERTY
52. ADDRESS — 53. ESTIMATED DAMAGE $

54. WEATHER: ☑ CLEAR ☐ RAIN ☐ SNOW ☐ FOGGY ☐ OTHER
55. ROADWAY: ☑ DRY ☐ WET ☐ SNOWY ☐ ICY ☐ OTHER — NO. LANES: 3 — WIDTH: 40 FT.

LOCATION

56. ~~CITY~~-BOROUGH-~~TOWNSHIP~~: MOSCOW — 57. COUNTY: LACKAWANNA — 58. ON: (STREET NAME OR HWY NO.): 435 — 59. ZONE: 4
60. AT INTERSECTION WITH: RT #690 EAST — 61. IF NOT AT INTERSECTION: ☐ N ☐ S ☐ E ☐ W FEET OF STATION MARKER - INTERSECTION - ETC.

OCCUPANTS

62. NAME	ADDRESS	AGE	SEX	INJURY	VEH. #	POSITION
OP #1	AS ABOVE	25	M	N	1	1
OP #2	" "	72	F	N	2	1
ANDREW NASHOTKA	" "	70's	M	N	2	3

POSITION IN VEHICLE: (4) (1) (5) (2) (6) (3) — DRIVER IS NO. 1

A-VISIBLE SIGNS OF INJURY, BLEEDING, DISTORTED MEMBER OR HAD TO BE REMOVED FROM SCENE
B-OTHER VISIBLE INJURY, BRUISES, SWELLING, LIMPING, ABRASIONS
C-NO VISIBLE INJURY, BUT COMPLAINT OF PAIN, DIZZINESS, ETC.
D-DEAD BEFORE COMPLETION OF REPORT
N-NO INJURY

63. INJURED TAKEN TO: N/A — BY: N/A

MOSCOW-10

C-861119
Moscow Borough
Scranton

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MAY 26 1987

10
5/14/87
M.Frank

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SECRETARY'S OFFICE
Public Utility Commission

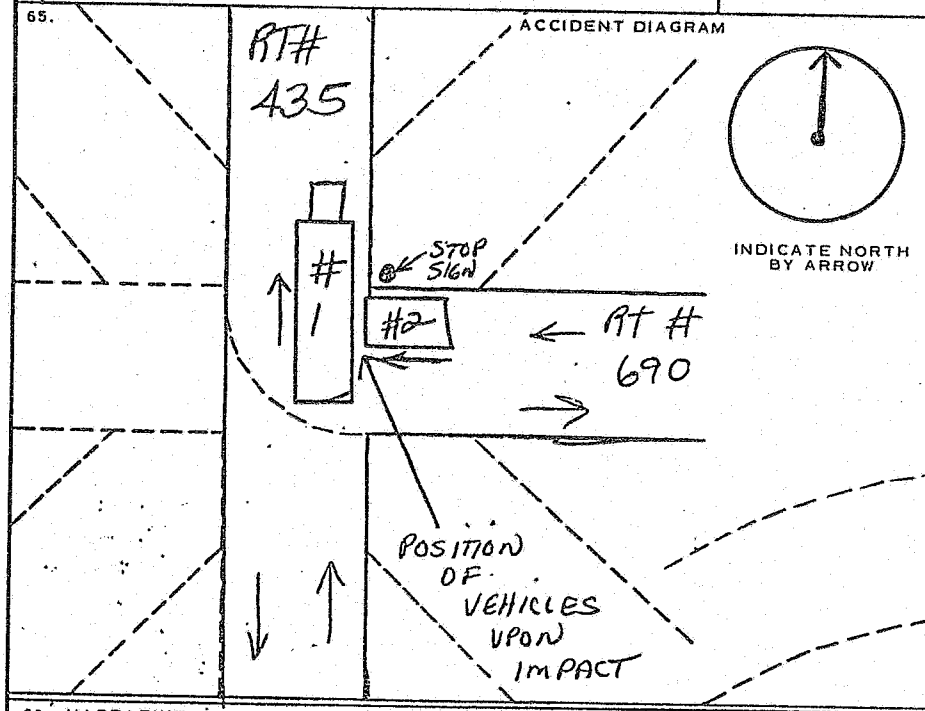
DOCUMENT FOLDER

AA-45 (9 70)

WITNESSES

64. NAME	ADDRESS

65. ACCIDENT DIAGRAM



INDICATE NORTH BY ARROW

LEGAL SPEED 20
ESTIMATED SPEED 20
Veh 1

66. CIRCLE DAMAGED AREA ON EACH VEHICLE

Veh. 2
LEGAL SPEED 25
ESTIMATED SPEED 5

67. INDICATE VEHICLE TYP

VEHICLE TYPE	NO. 1
Car	
Car and Trailer	
Truck	
T.T. (1) TLR. (1)	✓
Bus	
Motorcycle	
Other	

68 NARRATIVE

...OP#1 VEHICLE WAS TRAVELING NORTH ON 435 & WAS HIT FROM THE RIGHT SIDE BY OP#2'S VEHICLE. OP#2'S VEHICLE WAS STOPPED ON RT #690 AT THE STOP SIGN, ENTERED THE INTERSECTION OF 435 & 690 EAST & HIT OP#1'S VEHICLE IN THE SIDE.

AS A RESULT OF THIS OFFICER'S INVESTIGATION AT THE SCENE OP#2'S VEHICLE WAS AT FAULT FOR FAILURE TO USE DUE CAUTION WHEN ENTERING THE HIGHWAY (RT #435) FROM A STOP SIGN. THE SIDE OF THE TRACTOR'S BODY & TIRES, WHICH STARTS APPROX. 1/2 WAY FROM BEGINNING OF TRACTOR/TRAILER BODY, INDICATES THAT OP#1'S VEHICLE WAS 1/2 WAY PAST THE INTERSECTION BEFORE OP#2'S VEHICLE HIT OP#1'S VEHICLE.

69.. VIOLATION (S) INDICATED

NO. 1 NONE

NO. 2 FAILURE TO USE DUE CAUTION BEFORE ENTERING A INTERSECTI

ARRESTS

70. NAME OF PERSON (S) CHARGED: NONE

71. CHARGE (S)

72. ARREST REPORT NO. (S)

73. INVESTIGATING OFFICER'S SIGNATURE: Frank M. Zemlock #3

DEPT. OF TRANSPORTATION
BUREAU OF ACCIDENT ANALYSIS
S BUILDING
HARRISBURG, PA. 17120

COMMONWEALTH OF PENNSYLVANIA
POLICE ACCIDENT REPORT

REPORTABLE | NON-REPORTABLE

BUREAU ACCIDENT ANALYSIS USE

1. INCIDENT NUMBER
2. AGENCY NAME: Moscow Borough Police Dept
3. STATION/PRECINCT: Moscow Boro
4. INVESTIGATING OFFICER: James Hoover — BADGE NO.: Chief
5. DATE OF REPORT: 6-13-85
6. APPROVED BY:
7. DATE APPROVED

8. DATE: 6-19-85
9. DAY: Thrusday
10. TIME: 11:20 AM
11. COUNTY: LACKAWANNA
12. CODE: 35
13. PATROL ZONE
14. NO. VEH.: 2
15. NO. KILLED: 0
16. NO. INJURED: 2
17. MUNICIPALITY: MOSCOW
18. CODE: 411

UNIT NO 1

19. OPERATOR LICENSE NO.: 00 88955 3 — 20. STATE: PA — 21. SEX: M — 22. D.O.B.: 10-25-99 — 23. LEGALLY PARKED — 24. ILLEGALLY PARKED — 25. HIT & RUN
26. NAME: Kenneth Potter — ADDRESS: RD#1 Moscow, Pa. 18444
27. OWNER NAME: Same as Block "26" — ADDRESS:
28. VEHICLE TITLE NO.: A347051-73 — 29. YEAR: 82 — 30. MAKE: Oldsmobile — 31. MODEL: Cutlass Ciera 4DrSdn — 32. VEHICLE REGISTRATION NO.: 711-652 — 33. STATE: PA
34. INSURANCE COMPANY NAME: Harleysville Mutual — 37. TOWED TO: Skelton's Garage — 39. TRAILER (MAKE, MODEL, TYPE)
35. INS. CO. CODE: 3951 — 36. INS. POLICY NUMBER: FA 824671 — 38. TOWED BY: Skelton's Wrecker — 40. TRAILER REGISTRATION NO. — STATE
41. OWNER OF TRAILER — ADDRESS

UNIT NO 2

19. OPERATOR LICENSE NO.: 00-035-514 — 20. STATE: PA — 21. SEX: M — 22. D.O.B.: 1-24-99 — 23. LEGALLY PARKED — 24. ILLEGALLY PARKED — 25. HIT & RUN
26. NAME: Howard Searing — ADDRESS: Star Route Goulsboro, Pa. 18424
27. OWNER NAME: Same as Block "26" — ADDRESS:
28. VEHICLE TITLE NO.: D28237465 — 29. YEAR: 76 — 30. MAKE: Chevrolet — 31. MODEL: TK — 32. VEHICLE REGISTRATION NO.: CT85462 — 33. STATE: PA
34. INSURANCE COMPANY NAME: Colonial Penn Ins. Co. — 37. TOWED TO: Fishers Garage — 39. TRAILER (MAKE, MODEL, TYPE)
35. INS. CO. CODE: 1953 — 36. INS. POLICY NUMBER: 75145402-37 — 38. TOWED BY: Fishers Wrecker — 40. TRAILER REGISTRATION NO. — STATE
41. OWNER OF TRAILER — ADDRESS

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SECRETARY'S OFFICE
Public Utility Commission

42. DESCRIPTION OF DAMAGED PROPERTY: — OWNER:

PRINCIPAL ROAD				INTERSECTING ROAD			
43. ROUTE NO. OR STREET NAME	44. SPEED LIMIT	45. CIRCLE IF ONE WAY		46. ROUTE NO. OR STREET NAME		47. SPEED LIMIT	
N. Main St. PA 435	25	N S E W		PA 690 Market St.		35	

IF NOT AT INTERSECTION — 48. NEAREST CROSS ROUTE OR STATION-MILEPOST NO. — 49. DIRECTION FROM ACCIDENT SITE: N S E W — 50. DISTANCE FROM ACCIDENT SITE: ____ FT. ____ MI. — 51. WAS DISTANCE ☐ MEASURED? ☐ ESTIMATED?

52. ILLUMINATION: 1 — 1 - DAWN OR DUSK; 2 - DAYLIGHT; 3 - DARK (ST. LIGHTS ON); 4 - DARK (NO ST. LIGHTS)
53. WEATHER: 0 — 0 - NO ADVERSE COND.; 1 - RAINING; 2 - SLEET, HAIL, ETC.; 3 - SNOWING; 4 - FOG, SMOKE, ETC.; 5 - RAINING AND FOGGY
54. ROAD SURFACE: 1 — 1 - DRY; 2 - WET; 3 - MUDDY; 4 - SNOW OR ICE
55. TRAFFIC CONTROL DEVICE TYPE — PRIN. ROAD: 0 — INT. ROA: 3 — 0 - NO CONTROLS; 1 - FLASHING TRAFFIC SIGNAL; 2 - TRAFFIC SIGNAL; 3 - STOP SIGN; 4 - YIELD SIGN; 5 - RR CROSSING CONTROLS; 6 - POLICE OFFICER OR FLAGMAN; 7 - FLASHING SCHOOL ZONE SIGN; 8 - OTHER

56. WITNESS NAME — ADDRESS
WITNESS NAME — ADDRESS
57. INJURED TAKEN TO — BY: Moscow Vol. Amb.

58. USE CODES ON OVERLAY SHEET TO COMPLETE BLOCKS A THRU N OF THIS SECTION

A	B	C	D	E	F	G	NAME — ADDRESS	H	I	J	K	L	M	N
1	1	M	85	3	1	3	Operator Unit #1	N	4	08	05	B	0	0
1	3	F	80	3	1	3	Edith Potter Same as Operator Unit #1	N	4	05 08	03	C	0	0
2	1	M	86	9	9	0	Operator Unit #2	N	0	-	-	B	0	0

AA-45 (7-77) — INVESTIGATING AGENCY USE

59 DIAGRAM

60 NARRATIVE

Unit #1 operator stated he was not sure what he stopped looked up + down PA 435 - Man. Hwy. did not see anything and pulled out of Stop Sign & was then hit on the left side by the Unit #2 which came out of the Mexican Cantina parking lot and struck the Skittles Mall and traffic Unit #2 was coming southbound which collided with Unit #1 who was traveling west on PA 690.

Unit #2 operator stated he was traveling north on PA 435 when he approached the intersection when 690 intersects with PA 435 Unit #1 came out in front of him he applied brakes but could not avoid hitting Unit #1

Upon investigation of the accident Unit #2 in the northbound lane of 435 along with Unit #2 observed 82 ft skid marks which Unit #2 began to avoid hitting Unit #1 found 5 ft of scuff tire marks from Unit #1 after being struck by Unit #2

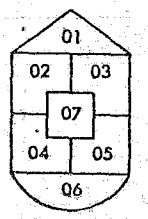
The officer believes Unit #1 did stop at sign but with the limited view from the 690 intersection to northbound traffic on 435 which is about 200 ft operator of Unit #1 did not see Unit #2 which was coming north on 435.

VEHICLE NUMBER: 1

61 AUTO/TRUCK BODY TYPE — 05

01 CONVERTIBLE
02 2 DR HARDTOP
03 4 DR HARDTOP
04 2 DR SEDAN
05 4 DR SEDAN
06 STA WAGON
07 LIMOUSINE
08 OTHER AUTO
11 JEEP, ETC
12 PICK-UP
13 VAN (NOT MOVING VAN OR HORSE VAN)
14 TOW TRUCK
15 OTHER SINGLE UNIT
16 TRACTOR (CAB ONLY)
17 TRACTOR TRAILER
18 - OTHER TRUCK

62 INITIAL POINT OF IMPACT — 01 / 02



00 NONE
07 TOP
08 UNDERCARRIAGE
09 TOWED UNIT
99 UNKNOWN

63 VEHICLE DAMAGE SEVERITY — 2

0 NONE
1 LIGHT
2 MODERATE
3 SEVERE

64 WAS TOWING REQUIRED? — 1

0 NO
1 YES

65 ESTIMATED TRAVEL SPEED — 05

00 NONE (STOPPED/PARKED)
01-97 CODE ACTUAL SPEED
98-98 OR GREATER
99 UNKNOWN

66 VEHICLE GRADIENT — 1

1 LEVEL ROADWAY
2 UPHILL
3 DOWN HILL

67 SPECIAL USAGE — 05

00 NONE
01 PUPIL TRANSPORT
02 FIRE VEHICLE
03 AMBULANCE
04 OTHER EMERGENCY VEHICLE
05 STATE POLICE VEHICLE
06 PENN DOT VEHICLE
07 OTHER STATE GOV'T. VEHICLE
08 MUNICIPAL POLICE VEHICLE
09 OTHER MUNICIPAL GOV'T VEHICLE
10 FEDERAL GOV'T VEHICLE
11 TAXI
12 TOWING CAR
13 TOWING TRUCK
14 TOWING UTILITY TRAILER
15 TOWING MOBILE/MODULAR HOME
16 - TOWING CAMPER

68 HAZARDOUS SUBSTANCE TYPE - FROM PLACARD — 00

00 NOT APPLICABLE
01 NON-FLAMMABLE GAS
02 COMBUSTIBLE
03 ORGANIC PEROXIDE
04 CORROSIVE
05 EXPLOSIVE "A"
06 OXYGEN
07 POISON
08 EXPLOSIVE "B"
09 CHLORINE
10 OXIDIZER
11 POISON GAS
12 FUEL OIL
13 DANGEROUS
14 RADIOACTIVE
15 FLAMMABLE SOLID - W -
16 FLAMMABLE
17 FLAMMABLE GAS
18 FLAMMABLE SOLID
19 GASOLINE
98 OTHER/NOT SIGNED

69 VIOLATIONS INDICATED UNIT NO. 1

70 CITATION(S) UNIT NO 1

71 CITATION REPORT NO.(S)

72 VIOLATIONS INDICATED UNIT NO. 2

73 CITATION(S) UNIT NO 2

74 CITATION REPORT NO (S)

FOR ALCOHOL TEST TYPES - BLOCKS 76 AND 79 USE THE FOLLOWING CODES: 1 - BLOOD, 2 - BREATH, 3 - URINE, 4 - TEST REFUSED, 8 - OTHER CHEMICAL

75 NAME	76 TYPE	77 RESULT 0.__%	78 NAME	79 TYPE	80 RESULT 0.__%

81. IS THE INVESTIGATION COMPLETE? Yes

PA. DEPT. OF TRANSPORTATION
BUREAU OF ACCIDENT ANALYSIS
T & S BUILDING
HARRISBURG, PA. 17120

COMMONWEALTH OF PENNSYLVANIA
POLICE ACCIDENT REPORT

X REPORTABLE | NON-REPORTABLE

BUREAU ACCIDENT ANALYSIS USE

1. INCIDENT NUMBER: H92
2. AGENCY NAME: MOSCOW POLICE DEPT
3. STATION/PRECINCT:
4. INVESTIGATING OFFICER: JOHN S ORLOSKI BADGE NO. CHIEF
5. DATE OF REPORT: 10-25-80
6. APPROVED BY:
7. DATE APPROVED:

8. DATE	9. DAY	10. TIME	11. COUNTY	12. CODE	13. PATROL ZONE
10-25-80	SATURDAY	10:50 P.M.	LACKAWANNA	35	4

14. NO. VEH.	15. NO. KILLED	16. NO. INJURED	17. MUNICIPALITY	18. CODE
2	0	0	MOSCOW BORO PA	4411

UNIT NO 1

19. OPERATOR LICENSE NO.: 19782194 | 20. STATE: PA | 21. SEX: M | 22. D.O.B.: 6-9-61 | 23. LEGALLY PARKED | 24. ILLEGALLY PARKED | 25. HIT & RUN

26. NAME: COURTNEY JOSEPH BAXTER ADDRESS: R.D. 3 MOSCOW PA 18444

27. OWNER NAME: COURTNEY BAXTER ADDRESS: R.D. 6 MOSCOW PA 18444

28. VEHICLE TITLE NO. | 29. YEAR: 1973 | 30. MAKE: FORD | 31. MODEL: CP | 32. VEHICLE REGISTRATION NO.: 9X8-639 | 33. STATE: PA

34. INSURANCE COMPANY NAME: NATION WIDE INS. Co | 37. TOWED TO: 7 | 39. TRAILER (MAKE, MODEL, TYPE)

35. INS. CO. CODE: 6156 | 36. INS. POLICY NUMBER: 58 B 846520 | 38. TOWED BY: 7 | 40. TRAILER REGISTRATION NO. | STATE

41. OWNER OF TRAILER | ADDRESS

UNIT NO 2

19. OPERATOR LICENSE NO.: 20362228 | 20. STATE: PA | 21. SEX: M | 22. D.O.B.: 2-7-64 | 23. LEGALLY PARKED | 24. ILLEGALLY PARKED | 25. HIT & RUN

26. NAME: MICHAEL MARK CARPENTER ADDRESS: 323 MAIN ST MOSCOW PA 18444

27. OWNER NAME: ROLAND CARPENTER ADDRESS: 323 MAIN ST MOSCOW PA 18444

28. VEHICLE TITLE NO.: D20997240 | 29. YEAR: 1970 | 30. MAKE: PLYMOUTH | 31. MODEL: SDN | 32. VEHICLE REGISTRATION NO. | 33. STATE: PA

34. INSURANCE COMPANY NAME: MUTUAL BENEFIT INS. Co | 37. TOWED TO: DRIVEN AWAY | 39. TRAILER (MAKE, MODEL, TYPE)

35. INS. CO. CODE: 5769 | 36. INS. POLICY NUMBER: PAP 024311 | 38. TOWED BY: OPERATOR | 40. TRAILER REGISTRATION NO. | STATE

41. OWNER OF TRAILER | ADDRESS

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Public Utility Commission

42. DESCRIPTION OF DAMAGED PROPERTY: | OWNER:

PRINCIPAL ROAD

43. ROUTE NO. OR STREET NAME: ROUTE 435 on MAIN ST | 44. SPEED LIMIT: 25 | 45. CIRCLE IF ONE WAY: N S E W

IF NOT AT INTERSECTION | 48. NEAREST CROSS ROUTE OR STATION-MILEPOST NO.

INTERSECTING ROAD

46. ROUTE NO. OR STREET NAME: ROUTE 690 | 47. SPEED LIMIT: 35

49. DIRECTION FROM ACCIDENT SITE: N S E W | 50. DISTANCE FROM ACCIDENT SITE: ____ FT. ____ MI. | 51. WAS DISTANCE ☐ MEASURED? ☐ ESTIMATED?

52. ILLUMINATION: 3
1 - DAWN OR DUSK
2 - DAYLIGHT
3 - DARK (ST. LIGHTS ON)
4 - DARK (NO ST. LIGHTS)

53. WEATHER: 0
0 - NO ADVERSE COND.
1 - RAINING
2 - SLEET, HAIL, ETC.
3 - SNOWING
4 - FOG, SMOKE, ETC.
5 - RAINING AND FOGGY

54. ROAD SURFACE: 1
1 - DRY
2 - WET
3 - MUDDY
4 - SNOW OR ICE

55. TRAFFIC CONTROL DEVICE TYPE
PRIN. ROAD: 0
INT. ROAD: 3
0 - NO CONTROLS
1 - FLASHING TRAFFIC SIGNAL
2 - TRAFFIC SIGNAL
3 - STOP SIGN
4 - YIELD SIGN
5 - RR CROSSING CONTROLS
6 - POLICE OFFICER OR FLAGMAN
7 - FLASHING SCHOOL ZONE SIGN
8 - OTHER

56. WITNESS NAME: DENNIS LEE DANE ADDRESS: 138 KEENE ST MOSCOW PA 18444
WITNESS NAME | ADDRESS

57. INJURED TAKEN TO: | BY:

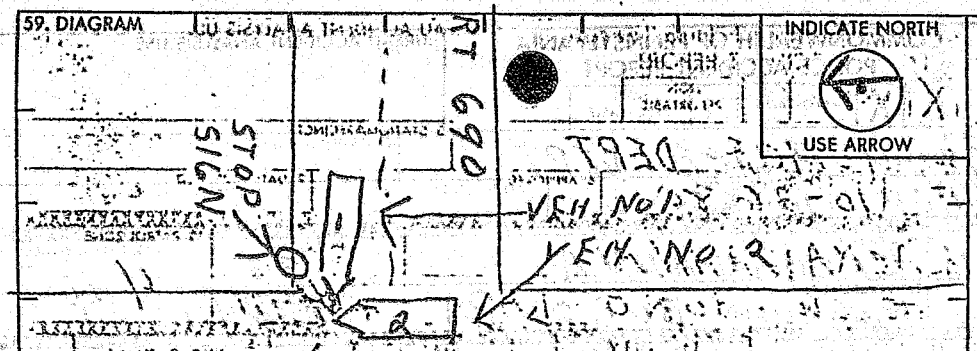
58. USE CODES ON OVERLAY SHEET TO COMPLETE BLOCKS A THRU N OF THIS SECTION

A	B	C	D	E	F	G	NAME ADDRESS	H	I	J	K	L	M	N
1	1	M	19	0	0	0	COURTNEY J BAXTER R.D.3 MOSCOW PA.	V	0	—	—	—	0	0
2	1	M	17	0	0	0	MICHAEL M. CARPENTER 323 MAIN ST MOSCOW	N	0	—	—	—	0	0

AA-45 (9-77)

INVESTIGATING AGENCY USE

59. DIAGRAM

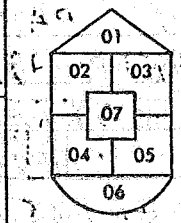


VEHICLE NUMBER: 1 | 2

AUTO/TRUCK BODY TYPE

01 - CONVERTIBLE	11 - JEEP, ETC.	22	03
02 - 2 DR HARDTOP	12 - PICK-UP		
03 - 4 DR HARDTOP	13 - VAN (NOT MOVING VAN OR HORSE VAN)		
04 - 2 DR SEDAN	14 - TOW TRUCK		
05 - 4 DR SEDAN	15 - OTHER SINGLE UNIT		
06 - STA. WAGON	16 - TRACTOR (CAB ONLY)		
07 - LIMOUSINE	17 - TRACTOR TRAILER		
08 - OTHER AUTO	18 - OTHER TRUCK		

62. INITIAL POINT OF IMPACT



00 - NONE
07 - TOP
08 - UNDERCARRIAGE
09 - TOWED UNIT
99 - UNKNOWN

01		05

63. VEHICLE DAMAGE SEVERITY

0 - NONE; 1 - LIGHT; 2 - MODERATE; 3 - SEVERE

3	2

64. WAS Ttowing REQUIRED?

0 - NO; 1 - YES

1	0

65. ESTIMATED TRAVEL SPEED

00 - NONE (STOPPED/PARKED)
01-97 - CODE ACTUAL SPEED
98-98 OR GREATER
99 - UNKNOWN

5	25

66. VEHICLE GRADIENT

1 - LEVEL ROADWAY
2 - UPHILL
3 - DOWN HILL

1	1

67. SPECIAL USAGE

00 - NONE
01 - PUPIL TRANSPORT
02 - FIRE VEHICLE
03 - AMBULANCE
04 - OTHER EMERGENCY VEHICLE
05 - STATE POLICE VEHICLE
06 - PENN DOT VEHICLE
07 - OTHER STATE GOV'T. VEHICLE
08 - MUNICIPAL POLICE VEHICLE
09 - OTHER MUNICIPAL GOV'T VEHICLE
10 - FEDERAL GOV'T VEHICLE
11 - TAXI
12 - TOWING CAR
13 - TOWING TRUCK
14 - TOWING UTILITY TRAILER
15 - TOWING MOBILE/MODULAR HOME
16 - TOWING CAMPER

00	00

68. HAZARDOUS SUBSTANCE TYPE - FROM PLACARD

00 - NOT APPLICABLE
01 - NON-FLAMMABLE GAS
02 - COMBUSTIBLE
03 - ORGANIC PEROXIDE
04 - CORROSIVE
05 - EXPLOSIVE "A"
06 - OXYGEN
07 - POISON
08 - EXPLOSIVE "B"
09 - CHLORINE
10 - OXIDIZER
11 - POISON GAS
12 - FUEL OIL
13 - DANGEROUS
14 - RADIOACTIVE
15 - FLAMMABLE SOLID - W
16 - FLAMMABLE
17 - FLAMMABLE GAS
18 - FLAMMABLE SOLID
19 - GASOLINE
98 - OTHER/NOT SIGNED

00	00

60. NARRATIVE

VEH NO 2 WAS TRAVELING NORTH ON RT 435, WHEN VEH NO 1 UNIT VEH NO 2 INSIDE, DOING A DAMAGE TO BOTH VEHICLES.

69. VIOLATIONS INDICATED UNIT NO. 1: FAILURE TO YIELD RIGHT OF WAY
70. CITATION(S) UNIT NO. 1: NONE
71. CITATION REPORT NO (S):
72. VIOLATIONS INDICATED UNIT NO. 2: NONE
73. CITATION(S) UNIT NO. 2: NONE
74. CITATION REPORT NO (S):

FOR ALCOHOL TEST TYPES - BLOCKS 76 AND 79 USE THE FOLLOWING CODES: 1 - BLOOD; 2 - BREATH; 3 - URINE; 4 - TEST REFUSED; 8 - OTHER CHEMICAL

81. IS THE INVESTIGATION COMPLETE? YES

75. NAME	76. TYPE	77. RESULT 0. ___%	78. NAME	79. TYPE	80. RESULT 0. ___%

PA DEPT. OF TRANSPORTATION
BUREAU OF ACCIDENT ANALYSIS
BUILDING
HARRISBURG, PA. 17120

COMMONWEALTH OF PENNSYLVANIA
POLICE ACCIDENT REPORT

Y REPORTABLE | NON-REPORTABLE

BUREAU ACCIDENT ANALYSIS USE

1. INCIDENT NUMBER: H 04
2. AGENCY NAME: MOSCOW POLICE DEPT
3. STATION/PRECINCT:
4. INVESTIGATING OFFICER: JOHN S ORLOSKI — BADGE NO: CHIEF
5. DATE OF REPORT: 12-28-77
6. APPROVED BY:
7. DATE APPROVED:
8. DATE: 12-28-77
9. DAY: WEDNESDAY
10. TIME: 7:15 P.M
11. COUNTY: LACKA
12. CODE: 35-411
13. PATROL ZONE: 4
14. NO. VEH.: 1
15. NO. KILLED: 0
16. NO. INJURED: 1
17. MUNICIPALITY: MOSCOW BORO PA.
18. CODE: 35-411

UNIT NO 1

19. OPERATOR LICENSE NO.: 16186793
20. STATE: PA
21. SEX: M
22. D.O.B.: 9-28-53
23. LEGALLY PARKED
24. ILLEGALLY PARKED
25. HIT & RUN
26. NAME: JEFFREY ALBERT JONES — ADDRESS: RD 3 BOX 242 MOSCOW PA 18444
27. OWNER NAME: BELL TELEPHONE CO OF PENNA — ADDRESS: 210 PINE ST HARRISBURG PA 17101
28. VEHICLE TITLE NO.: A-2685-7970
29. YEAR: 1975
30. MAKE: FORD
31. MODEL: TK
32. VEHICLE REGISTRATION NO.: CA66352
33. STATE: PA
34. INSURANCE COMPANY NAME: BELL OF PENNA INS CO
35. INS. CO. CODE:
36. INS. POLICY NUMBER:
37. TOWED TO: DRIVEN AWAY
38. TOWED BY: OPERATOR
39. TRAILER (MAKE, MODEL, TYPE):
40. TRAILER REGISTRATION NO.: STATE:
41. OWNER OF TRAILER: ADDRESS:

UNIT NO 2

19. OPERATOR LICENSE NO.: PEDESTRIAN
20. STATE: PA
21. SEX: M
22. D.O.B.: 64 YRS OLD
23. LEGALLY PARKED
24. ILLEGALLY PARKED
25. HIT & RUN
26. NAME: MICHAEL HUMPHRY — ADDRESS: 237 MARKET ST MOSCOW PA 18444
27. OWNER NAME: ADDRESS:
28. VEHICLE TITLE NO.:
29. YEAR:
30. MAKE:
31. MODEL:
32. VEHICLE REGISTRATION NO.:
33. STATE:
34. INSURANCE COMPANY NAME:
35. INS. CO. CODE:
36. INS. POLICY NUMBER:
37. TOWED TO:
38. TOWED BY:
39. TRAILER (MAKE, MODEL, TYPE):
40. TRAILER REGISTRATION NO.: STATE:
41. OWNER OF TRAILER: ADDRESS:

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Public Utility Commission

42. DESCRIPTION OF DAMAGED PROPERTY:

PRINCIPAL ROAD

43. ROUTE NO. OR STREET NAME: ROUTE 435
44. SPEED LIMIT: 25
45. CIRCLE IF ONE WAY: N S E W
46. ROUTE NO. OR STREET NAME: ROUTE 690
47. SPEED LIMIT: 35

IF NOT AT INTERSECTION
48. NEAREST CROSS ROUTE OR STATION-MILEPOST NO.:
49. DIRECTION FROM ACCIDENT SITE: N S E W
50. DISTANCE FROM ACCIDENT SITE: _____ FT. _____ MI.
51. WAS DISTANCE ☐ MEASURED? ☐ ESTIMATED?

52. ILLUMINATION: 3
1 - DAWN OR DUSK
2 - DAYLIGHT
3 - DARK (ST. LIGHTS ON)
4 - DARK (NO ST. LIGHTS)

53. WEATHER: 0
0 - NO ADVERSE COND.
1 - RAINING
2 - SLEET, HAIL, ETC.
3 - SNOWING
4 - FOG, SMOKE, ETC.
5 - RAINING AND FOGGY

54. ROAD SURFACE: 1
1 - DRY
2 - WET
3 - MUDDY
4 - SNOW OR ICE

55. TRAFFIC CONTROL DEVICE TYPE
PRIN. ROAD: 0
INT. ROAD: 8
0 - NO CONTROLS
1 - FLASHING TRAFFIC SIGNAL
2 - TRAFFIC SIGNAL
3 - STOP SIGN
4 - YIELD SIGN
5 - RR CROSSING CONTROLS
6 - POLICE OFFICER OR FLAGMAN
7 - FLASHING SCHOOL ZONE SIGN
8 - OTHER

56. WITNESS NAME: KATHY A OBAROSKI — ADDRESS: R.D. 4 MOSCOW PA 18444
WITNESS NAME: THOMAS H FRABLE — ADDRESS: 135 LINCOLN ST MOSCOW PA 18444
57. INJURED TAKEN TO: C.M.C. HOSPITAL — BY: MOSCOW FIRE CO

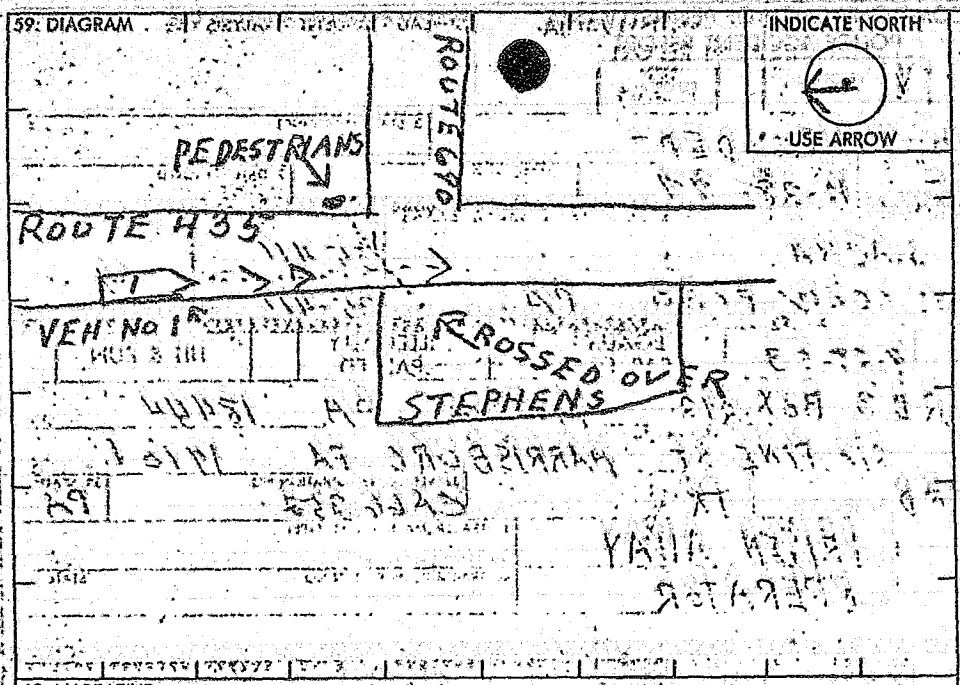
58. USE CODES ON OVERLAY SHEET TO COMPLETE BLOCKS A THRU N OF THIS SECTION

A	B	C	D	E	F	G	NAME	ADDRESS	H	I	J	K	L	M	N
1	1	M	24	0	0	0	JEFFREY A JONES	RD 3 BOX 242 MOSCOW PA	N	0				0	0
2	2	M	64	0	0	0	MICHAEL HUMPHRY	237 MARKET ST MOSCOW PA	N	3	08	01 02	C	6	2

AA-45 (7-77)

INVESTIGATING AGENCY USE

59. DIAGRAM

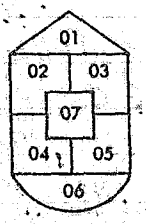


VEHICLE NUMBER: 1

AUTO/TRUCK BODY TYPE: 88

01 - CONVERTIBLE
02 - 2 DR HARDTOP
03 - 4 DR HARDTOP
04 - 2 DR SEDAN
05 - 4 DR SEDAN
06 - STA. WAGON
07 - LIMOUSINE
08 - OTHER AUTO
11 - JEEP, ETC.
12 - PICK-UP
13 - VAN (NOT MOVING VAN OR HORSE VAN)
14 - TOW TRUCK
15 - OTHER SINGLE UNIT
16 - TRACTOR (CAB ONLY)
17 - TRACTOR TRAILER
18 - OTHER TRUCK

62. INITIAL POINT OF IMPACT: 01



00 - NONE
07 - TOP
08 - UNDERCARRIAGE
09 - TOWED UNIT
99 - UNKNOWN

63. VEHICLE DAMAGE SEVERITY: 0

0 - NONE
1 - LIGHT
2 - MODERATE
3 - SEVERE

64. WAS TOWING REQUIRED? 0

0 - NO
1 - YES

65. ESTIMATED TRAVEL SPEED: 25

00 - NONE (STOPPED/PARKED)
01-97 - CODE ACTUAL SPEED
98-98 OR GREATER
99 - UNKNOWN

66. VEHICLE GRADIENT: 2

1 - LEVEL ROADWAY
2 - UPHILL
3 - DOWN HILL

67. SPECIAL USAGE: 00

00 - NONE
01 - PUPIL TRANSPORT
02 - FIRE VEHICLE
03 - AMBULANCE
04 - OTHER EMERGENCY VEHICLE
05 - STATE POLICE VEHICLE
06 - PENN DOT VEHICLE
07 - OTHER STATE GOV'T. VEHICLE
08 - MUNICIPAL POLICE VEHICLE
09 - OTHER MUNICIPAL GOV'T VEHICLE
10 - FEDERAL GOV'T VEHICLE
11 - TAXI
12 - TOWING CAR
13 - TOWING TRUCK
14 - TOWING UTILITY TRAILER
15 - TOWING MOBILE/MODULAR HOME
16 - TOWING CAMPER

68. HAZARDOUS SUBSTANCE TYPE - FROM PLACARD - : 00

00 - NOT APPLICABLE
01 - NON-FLAMMABLE GAS
02 - COMBUSTIBLE
03 - ORGANIC PEROXIDE
04 - CORROSIVE
05 - EXPLOSIVE "A"
06 - OXYGEN
07 - POISON
08 - EXPLOSIVE "B"
09 - CHLORINE
10 - OXIDIZER
11 - POISON GAS
12 - FUEL OIL
13 - DANGEROUS
14 - RADIOACTIVE
15 - FLAMMABLE SOLID - W
16 - FLAMMABLE
17 - FLAMMABLE GAS
18 - FLAMMABLE SOLID
19 - GASOLINE
98 - OTHER/NOT SIGNED

60. NARRATIVE

KATHY A OBAROSKI STATEMENT I WAS HEADING WEST ON ROUTE 690 AND STOPPED FOR STOP SIGN, I PULLED OUT AND SAW KIDS DASH ACROSS THE ST. THE TRUCK COMING DOWN THE HILL SLAMMED ON HIS BRAKES AND HIT THE BOY. THERE WERE TWO BOYS WHO CROSSED THE ST.

THOMAS H FRABLE STATEMENT, I SAW THE TWO BOYS ON THE CURB, FIRST ONE RAN ACROSS THE ST, THEN THE OTHER BOY RAN ACROSS THE STREET AND IT LOOKED LIKE HE TRIED TO BEAT THE TRUCK ACROSS THE STREET AND HE WAS HIT BY TRUCK.

STATEMENT OF OPERATOR I CAME OVER THE HILL THEN SAW THE BOYS RUNNING ACROSS THE STREET, I SLAMMED ON THE BRAKES, BUT COULD NOT STOP IN TIME AND HIT THE BOY.

OFFICER MEASURED BRAKE MARKS ON HIGHWAY WAS 81 FEET.

69. VIOLATIONS INDICATED UNIT NO. 1	70. CITATION(S) UNIT NO. 1	71. CITATION REPORT NO.(S)
NONE	NONE	
72. VIOLATIONS INDICATED UNIT NO. 2	73. CITATION(S) UNIT NO. 2	74. CITATION REPORT NO.(S)

FOR ALCOHOL TEST TYPES - BLOCKS 76 AND 79 USE THE FOLLOWING CODES:
1 - BLOOD
2 - BREATH
3 - URINE
4 - TEST REFUSED
8 - OTHER CHEMICAL

75. NAME	76. TYPE	77. RESULT 0. ___%	78. NAME	79. TYPE	80. RESULT 0. ___%	81. IS THE INVESTIGATION COMPLETE?

AA-45 (9-70)
COMMONWEALTH OF PENNSYLVANIA
Department of Transportation
Bureau of Accident Analysis

POLICE ACCIDENT REPORT

RETURN TO:
PA. DEPT. OF TRANSPORTATION
BUREAU OF ACCIDENT ANALYSIS
HARRISBURG, PA. 17123

1. MUNICIPALITY: MOSCOW PA 18444 | 2. CODE: 35-411
3. DISTRICT: 35 | 4. REPORT NO.: 354 | 5. DATE: JUNE 22 - 1976
6. INVESTIGATOR: JAMES HOOVER | 7. BADGE NUMBER: SGT.

TIME
8. DAY OF WEEK: TUESDAY | 9. HOUR (EST): 6:50 A.M. | 10. DATE OF ACCIDENT: 6-22 .1976 | 11. CHECK IF HIT-RUN: ☐
12. SEVERITY | ESTIMATED TOTAL DAMAGES: $ 1400 00 | NUMBER INJURED: NONE | NUMBER KILLED: NONE

VEHICLE NO. 1
13. OPERATOR'S NAME: LEE M BROWN | 14. OPERATOR'S NO. & STATE: 18488054 PA | 15. SEX: F | 16. D.O.B.: 10-7-57
17. STREET ADDRESS: RD1 BOX 156 | CITY: GOULDSBORO | STATE: PA.
18. OWNER'S NAME: LAWRENCE BROWN | 19. VEHICLE (YEAR, MAKE, TYPE): 1974 DODGE CP | 20. REGISTRATION NO.: LL8-950 PA.
21. STREET ADDRESS: RD 2 | CITY: MOSCOW | STATE: PA 18444
22. OWNER OF TRAILER | 23. TRAILER (YEAR, MAKE) | 24. REGISTRATION NO.
25. STREET ADDRESS | CITY | STATE
26. VEHICLE REMOVED TO: DRIVEN AWAY | 27. BY: OPERATOR | 28. ESTIMATED DAMAGE $ 800

VEHICLE NO. 2
29. OPERATOR'S NAME: HOWARD HEATER JR | 30. OPERATOR'S NO. & STATE: 13770523 PA. | 31. SEX: M | 32. D.O.B.: 7-2-38
33. STREET ADDRESS: RD 1 | CITY: MOSCOW | STATE: PA 18444
34. OWNER'S NAME: HOWARD HEATER JR | 35. VEHICLE (YEAR, MAKE, TYPE): 1965 CHEV TK | 36. REGISTRATION NO.: CB11744 PA.
37. STREET ADDRESS: RD1 | CITY: MOSCOW | STATE: PA 18444
38. OWNER OF TRAILER | 39. TRAILER (YEAR, MAKE) | 40. REGISTRATION NO.
41. STREET ADDRESS | CITY | STATE
42. VEHICLE REMOVED TO: DRIVEN AWAY | 43. BY: OPERATOR | 44. ESTIMATED DAMAGE $ 600

OTHER
43. PEDESTRIAN'S NAME | 46. SEX | 47. AGE | 48. CHECK ONE ☐ UNINJURED ☐ INJURED ☐ KILLED
49. STREET ADDRESS | CITY | STATE
50. NAME OF PROPERTY OWNER | 51. DESC. OF DAMAGED PROPERTY
52. ADDRESS | 53. ESTIMATED DAMAGE $

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Utility Commission

54. WEATHER: ☐ CLEAR ☒ RAIN ☐ SNOW ☐ FOGGY ☐ OTHER
55. ROADWAY: ☒ WET ☐ SNOWY ☐ DRY ☐ ICY ☐ OTHER
NO. LANES: 3 | WIDTH: 40 FT.

LOCATION
56. CITY-BOROUGH-TOWNSHIP: MOSCOW BORO | 57. COUNTY: LACKA | 58. ON: (STREET NAME OR HWY NO.): MAIN ST or 435 | 59. ZONE: 4
60. AT INTERSECTION WITH: RT 690 | 61. IF NOT AT INTERSECTION: ☐ N ☐ S ☐ E ☐ W FEET OF STATION MARKER - INTERSECTION - ETC.

OCCUPANTS

62. NAME	ADDRESS	AGE	SEX	INJURY	VEH. #	POSITION
LEE M BROWN	RD1 BOX 156 GOULDSBORO PA	18	F	N	1	1
BARBARA ARCOVITCH	BOX 145 MOSCOW PA	32	F	N	1	2
HOWARD HEATER JR	RD1 MOSCOW PA	37	M	N	2	1

POSITION IN VEHICLE: DRIVER IS NO. 1

A-VISIBLE SIGNS OF INJURY, BLEEDING, DISTORTED MEMBER OR HAD TO BE REMOVED FROM SCENE
B-OTHER VISIBLE INJURY, BRUISES, SWELLING, LIMPING, ABRASIONS
C-NO VISIBLE INJURY, BUT COMPLAINT OF PAIN, DIZZINESS, ETC.
D-DEAD BEFORE COMPLETION OF REPORT
N-NO INJURY

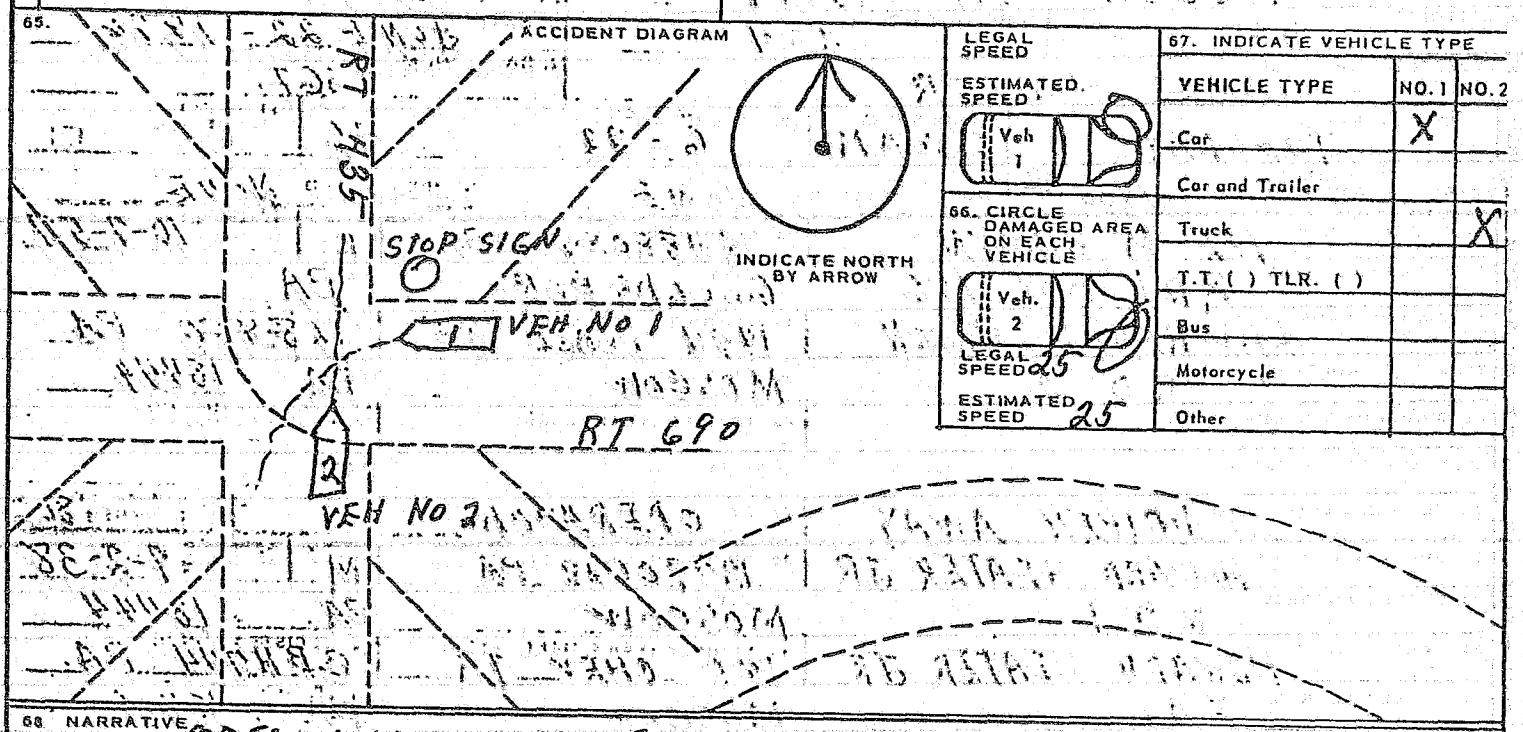
63. INJURED TAKEN TO: NONE | BY:

AA-45 (9-70)

WITNESSES

64. NAME	ADDRESS

65. ACCIDENT DIAGRAM



LEGAL SPEED

ESTIMATED SPEED

66. CIRCLE DAMAGED AREA ON EACH VEHICLE

LEGAL SPEED 25

ESTIMATED SPEED 25

67. INDICATE VEHICLE TYPE

VEHICLE TYPE	NO. 1	NO. 2
Car	X	
Car and Trailer		
Truck		X
T.T. ( ) TLR. ( )		
Bus		
Motorcycle		
Other		

68 NARRATIVE

OPER - NO 1 STATED THAT SHE STOPPED FOR STOP SIGN AND THEN PULLED OUT AND WAS HIT BY VEH NO 2 WHICH WAS TRAVELING NORTH ON RT H35.

OPER NO 2 STATED THAT AS HE APPROCHED THE INTERSECTION OF RT 690 VEH NO 1 PULLED OUT IN FRONT OF HIM. OPER NO 2 TRIED TO AVOID HITTING VEH NO 1 BY GOING TO THE CENTER LANE, BUT SAW ANOTHER VEH WAITING IN SOUTH BOUND LANE TO MAKE LEFT TURN. HE SAID IT WAS TO HIT THE OTHER VEH, OR VEH NO 1, WHICH HE DID HIT. SKID MARKS ABOUT 40 FT.

UPON INVESTIGATION THIS OFFICER DETERMAINED THE SPEED OF VEH NO 2 TO BE ABOUT 25 M.P.H. WHICH IS POSTED SPEED AS FOR VEH NO 1 OFFICER FEELS THAT SHE SHOULD HAVE SEEN VEH NO 1 AND YIELDED THE RIGHT OF WAY

69. VIOLATION (S) INDICATED

NO. 1 FAILURE TO YIELD NO. 2 NONE

ARRESTS

70. NAME OF PERSON (S) CHARGED
NONE

71. CHARGE (S)
NONE

72 ARREST REPORT NO. (S)

73. INVESTIGATING OFFICER'S SIGNATURE
Lgt James Hoover

Moscow Police Dept.

RECEIVED

MAY 21 1987

SECRETARY'S OFFICE
Public Utility Commission

AA-85 (9-70)
COMMONWEALTH OF PENNSYLVANIA
Department of Transportation
Bureau of Accident Analysis

POLICE ACCIDENT REPORT

RETURN TO:
PA. DEPT. OF TRANSPORTATION
BUREAU OF ACCIDENT ANALYSIS
HARRISBURG, PA. 17123

1. MUNICIPALITY: MOSCOW BORO PA 18444
2. CODE: 35-411
3. DISTRICT: 35
4. REPORT NO.: 308
5. DATE: AUG 21-1975
6. INVESTIGATOR: FRANK KLEMBECKI
7. BADGE NUMBER: 3

TIME
8. DAY OF WEEK: THURSDAY
9. HOUR (EST): 9:10 P.M.
10. DATE OF ACCIDENT: 8-21, 19 75
11. CHECK IF HIT-RUN: ☐
12. SEVERITY
ESTIMATED TOTAL DAMAGES: $ 950 00
NUMBER INJURED: NONE
NUMBER KILLED: NONE

VEHICLE NO. 1
13. OPERATOR'S NAME: JOSEPH A McCORMICK
14. OPERATOR'S NO. & STATE: 13185377 PA.
15. SEX: M
16. D.O.B.: 8-25-47
17. STREET ADDRESS: 10 CHESTER ST
CITY: ASHLEY
STATE: PA 18706
18. OWNER'S NAME: JOSEPH A McCORMICK
19. VEHICLE (YEAR, MAKE, TYPE): 1972 CHEV SDN
20. REGISTRATION NO.: TEMP W10-503 PA
21. STREET ADDRESS: 10 CHESTER ST
CITY: ASHLEY
STATE: PA 18706
22. OWNER OF TRAILER
23. TRAILER (YEAR, MAKE)
24. REGISTRATION NO.
25. STREET ADDRESS
CITY
STATE
26. VEHICLE REMOVED TO: DRIVEN AWAY
27. BY: OPERATOR
28. ESTIMATED DAMAGE $ 150 00

VEHICLE NO. 2
29. OPERATOR'S NAME: SHIRLEY MARIE FLYTE
30. OPERATOR'S NO. & STATE: 13406008 PA.
31. SEX: F
32. D.O.B.: 6-14-1938
33. STREET ADDRESS: STEPHENS HEIGHTS RD 1
CITY: MOSCOW
STATE: PA 18444
34. OWNER'S NAME: WALTER G FLYTE
35. VEHICLE (YEAR, MAKE, TYPE): V.W. SDN
36. REGISTRATION NO.: 136-190 PA.
37. STREET ADDRESS: JANETTE ST.
CITY: MOSCOW
STATE: PA 18444
38. OWNER OF TRAILER
39. TRAILER (YEAR, MAKE)
40. REGISTRATION NO.
41. STREET ADDRESS
CITY
STATE
42. VEHICLE REMOVED TO: DRIVEN AWAY
43. BY: OPERATOR
44. ESTIMATED DAMAGE $ 800

OTHER
43. PEDESTRIAN'S NAME
46. SEX
47. AGE
48. CHECK ONE ☐ UNINJURED ☐ INJURED ☐ KILLED
49. STREET ADDRESS
CITY
STATE
50. NAME OF PROPERTY OWNER
51. DESC. OF DAMAGED PROPERTY
52. ADDRESS
53. ESTIMATED DAMAGE $

54. WEATHER: ☐ RAIN ☐ SNOW ☒ CLEAR ☐ FOGGY ☐ OTHER
55. ROADWAY: ☐ WET ☐ SNOWY ☒ DRY ☐ ICY ☐ OTHER
NO. LANES: 2
WIDTH: 26 FT.

LOCATION
56. CITY-BOROUGH-TOWNSHIP: MOSCOW BORO
57. COUNTY: LACKA
58. ON: (STREET NAME OR HWY NO.): ROUTE 690
59. ZONE: 4
60. AT INTERSECTION WITH: ROUTE 435
61. IF NOT AT INTERSECTION: ☐ N ☐ S ☐ E ☐ W FEET OF STATION MARKER - INTERSECTION - ETC.

OCCUPANTS

62. NAME	ADDRESS	AGE	SEX	INJURY	VEH. #	POSITION
SHIRLEY FLYTE	STEPHENS HEIGHTS MOSCOW PA.	37	F	N	2	1
BONNIE FLYTE	" " "	9	F	C	2	2
JOSEPH McCORMICK	10 CHESTER ST ASHLEY PA.	38	M	N	1	1
HAROLD SURA	38 COLUMBIA AVE ASHLEY PA.	31	M	N	1	2
ANTHONY PIZZO	RD 2 MOSCOW PA	33	M	N	1	3

POSITION IN VEHICLE

DRIVER IS NO. 1

A-VISIBLE SIGNS OF INJURY, BLEEDING, DISTORTED MEMBER OR HAD TO BE REMOVED FROM SCENE
B-OTHER VISIBLE INJURY, BRUISES, SWELLING, LIMPING, ABRASIONS
C-NO VISIBLE INJURY, BUT COMPLAINT OF PAIN, DIZZINESS, ETC.
D-DEAD BEFORE COMPLETION OF REPORT
N-NO INJURY

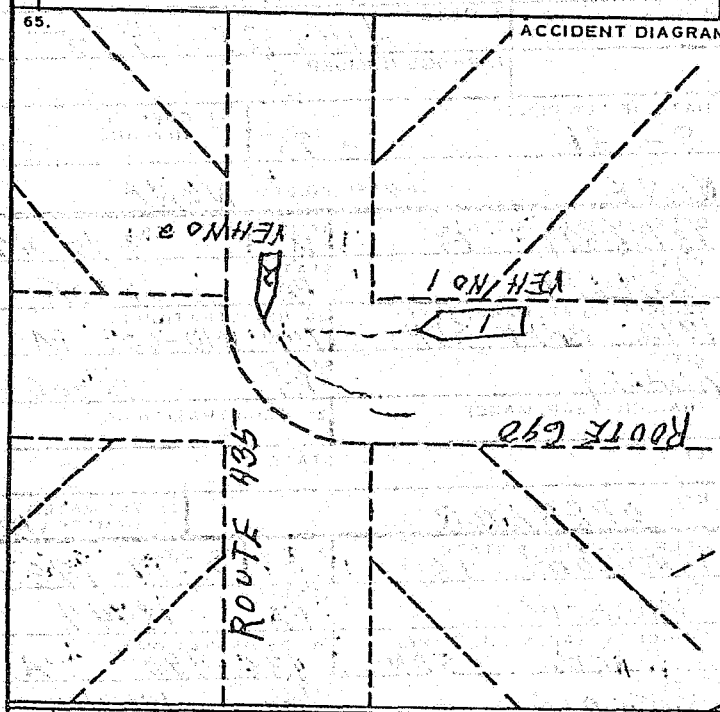
63. INJURED TAKEN TO: N/A
BY: N/A

AA-45 (9 70)

WITNESSES

64. NAME	ADDRESS
NONE	

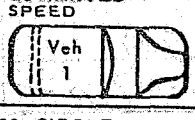
65. ACCIDENT DIAGRAM



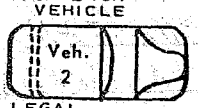
INDICATE NORTH BY ARROW

LEGAL SPEED

ESTIMATED SPEED



66. CIRCLE DAMAGED AREA ON EACH VEHICLE



LEGAL SPEED

ESTIMATED SPEED

67. INDICATE VEHICLE TYPE

VEHICLE TYPE	NO. 1
Car	
Car and Trailer	
Truck	
T.T. ( ) TLR. ( )	
Bus	
Motorcycle	
Other	

68. NARRATIVE

VEH NO 1 STOPPED FOR STOP SIGN THEN PROCEEDED ONTO ROUTE 435 AND VEH NO 1 DID NOT SEE VEH NO 2 MAKING LEFT TURN ONTO ROUTE 690 FROM ROUTE 435 AND HIT VEH NO 2 IN LEFT MIDDLE OF VEH.

VEH NO 2 STATED THAT SHE SAW VEH NO 1 COMING AT HER VEH. PRIOR TO IMPACT, BUT COULD NOT DO ANYTHING TO AVOID ACCIDENT.

69. VIOLATION (S) INDICATED

NO. 1 NONE NO. 2 NONE

ARRESTS

70. NAME OF PERSON (S) CHARGED

NONE

71. CHARGE (S)

NONE

72 ARREST REPORT NO. (S)

73. INVESTIGATING OFFICER'S SIGNATURE

Frank Klembecki

Moscow Police Dept.

AA-45 (9-70)
COMMONWEALTH OF PENNSYLVANIA
Department of Transportation
Bureau of Accident Analysis

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MAY 21 1987
SECRETARY'S OFFICE
Public Utility Commission

POLICE ACCIDENT REPORT

RETURN TO:
PA. DEPT. OF TRANSPORTATION
BUREAU OF ACCIDENT ANALYSIS
HARRISBURG, PA. 17123

1. MUNICIPALITY: MOSCOW	2. CODE: 18444	2. CODE: 35-411	
3. DISTRICT: 35	4. REPORT NO.: 304	5. DATE: JULY 18- 1975	
6. INVESTIGATOR: FRANK M KLEMBECKI		7. BADGE NUMBER: 3	
TIME 8. DAY OF WEEK: FRIDAY	9. HOUR (EST): 7:15 PM	10. DATE OF ACCIDENT: 7-18 .19 75	11. CHECK IF HIT-RUN: ☐
12. SEVERITY	ESTIMATED TOTAL DAMAGES: $ 650 00	NUMBER INJURED: NONE	NUMBER KILLED: NONE

VEHICLE NO. 1

13. OPERATOR'S NAME: EDWARD CHARLES MILLER	14. OPERATOR'S NO. & STATE: 16727080 PA	15. SEX: M	16. D.O.B.: 3-5-55	
17. STREET ADDRESS: BOX 168	CITY: CANADENSIS	STATE: PA.	18325	
18. OWNER'S NAME: EDWARD C. MILLER	19. VEHICLE (YEAR, MAKE, TYPE): 1967 CHEV CP.	20. REGISTRATION NO.: 33K-170 PA.		
21. STREET ADDRESS: BOX 168	CITY: CANADENSIS	STATE: PA.	18325	
22. OWNER OF TRAILER	23. TRAILER (YEAR, MAKE)	24. REGISTRATION NO.		
25. STREET ADDRESS	CITY	STATE		
26. VEHICLE REMOVED TO: DRIVEN AWAY	27. BY: OPERATOR	28. ESTIMATED DAMAGE $ 300		

VEHICLE NO. 2

29. OPERATOR'S NAME: THERESA S. JABLONSKI	30. OPERATOR'S NO. & STATE: 13584815 PA.	31. SEX: F	32. D.O.B.: 12-19-47	
33. STREET ADDRESS: 1333 RUNDLE ST	CITY: SCRANTON	STATE: PA	18504	
34. OWNER'S NAME: THERESA S JABLONSKI	35. VEHICLE (YEAR, MAKE, TYPE): 1973 BUICK CP	36. REGISTRATION NO.: 48B-658- PA.		
37. STREET ADDRESS: 1333 RUNDLE ST	CITY: SCRANTON	STATE: PA	18504	
38. OWNER OF TRAILER	39. TRAILER (YEAR, MAKE)	40. REGISTRATION NO.		
41. STREET ADDRESS	CITY	STATE		
42. VEHICLE REMOVED TO: DRIVEN AWAY	43. BY: OPERATOR	44. ESTIMATED DAMAGE $ 350 00		

OTHER

43. PEDESTRIAN'S NAME	46. SEX	47. AGE	48. CHECK ONE ☐ UNINJURED ☐ INJURED ☐ KILLED	
49. STREET ADDRESS	CITY	STATE		
50. NAME OF PROPERTY OWNER	51. DESC. OF DAMAGED PROPERTY			
52. ADDRESS		53. ESTIMATED DAMAGE $		

54. WEATHER: ☐ RAIN ☐ SNOW ☒ CLEAR ☐ FOGGY ☐ OTHER	55. ROADWAY: ☐ WET ☐ SNOWY ☒ DRY ☐ ICY ☐ OTHER	NO. LANES: 3	WIDTH: 38 FT.

LOCATION

56. CITY-BOROUGH-TOWNSHIP: MOSCOW BORO	57. COUNTY: LACKA	58. ON: (STREET NAME OR HWY NO.) ROUTE 435	59. ZONE: 4
60. AT INTERSECTION WITH: ROUTE 690	61. IF NOT AT INTERSECTION: ☐ N ☐ S ☐ E ☐ W FEET OF STATION MARKER - INTERSECTION - ETC.		

OCCUPANTS

62. NAME	ADDRESS	AGE	SEX	INJURY	VEH. #	POSITION
EDWARD C MILLER	BOX 168 CANADENSIS PA	20	M	N	1	1
PAUL S MILLER	BUCK HILL FALLS PA.	22	M	N	1	2
EZRA E KNOWLES	RD 1 MOSCOW PA	21	M	N	1	4
DAVID G JONES	RD 1 GOULDSBORO PA	20	M	N	1	3
THERESA JABLONSKI	1333 RUNDLE ST SCRANTON	28	F	N	2	1

POSITION IN VEHICLE: 3 1 / 4 2 — DRIVER IS NO. 1

A-VISIBLE SIGNS OF INJURY, BLEEDING, DISTORTED MEMBER OR HAD TO BE REMOVED FROM SCENE
B-OTHER VISIBLE INJURY, BRUISES, SWELLING, LIMPING, ABRASIONS
C-NO VISIBLE INJURY, BUT COMPLAINT OF PAIN, DIZZINESS, ETC.
D-DEAD BEFORE COMPLETION OF REPORT
N-NO INJURY

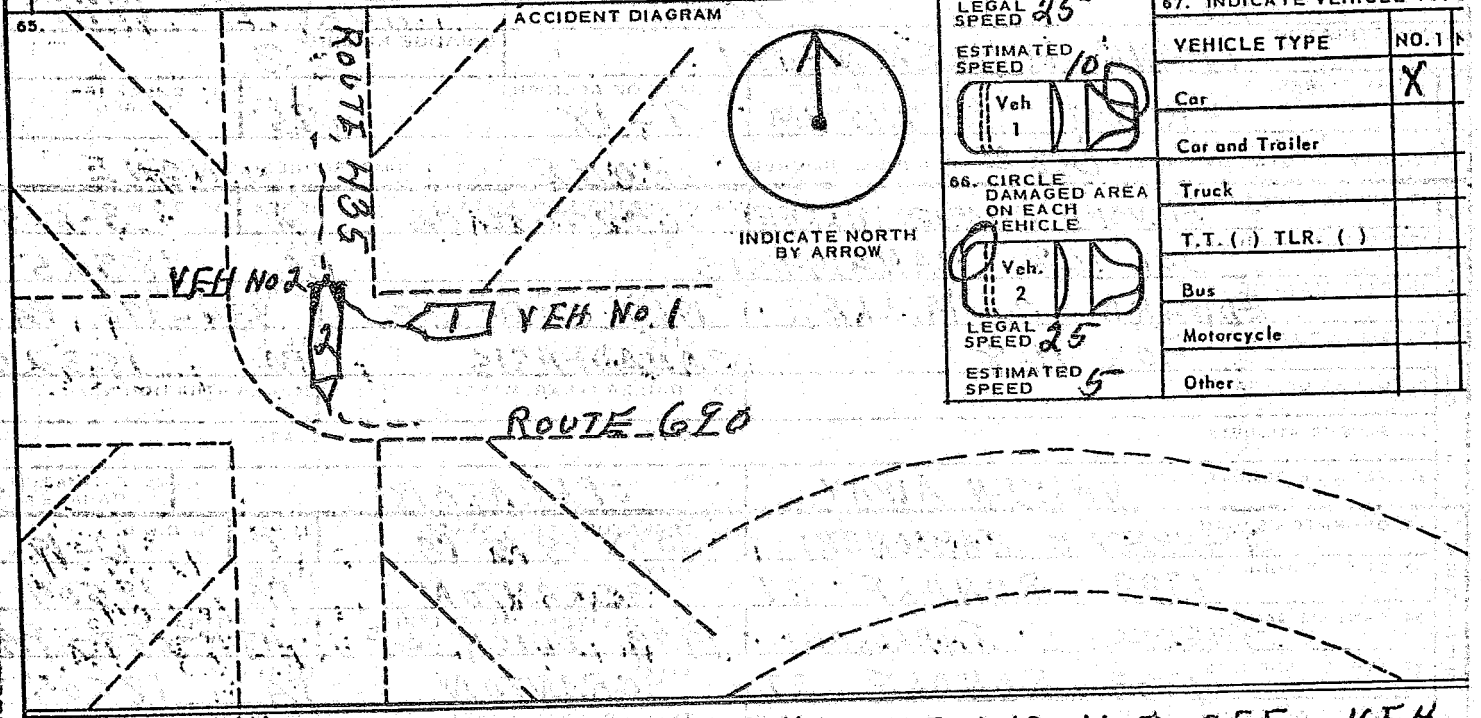
63. INJURED TAKEN TO: NONE BY:

AA-45 (9 70)

WITNESSES

64. NAME	ADDRESS
JAMES HOOVER JR.	MOSCOW BORO POLICE

65. ACCIDENT DIAGRAM



INDICATE NORTH BY ARROW

LEGAL SPEED 25
ESTIMATED SPEED 10
Veh 1

66. CIRCLE DAMAGED AREA ON EACH VEHICLE
Veh. 2
LEGAL SPEED 25
ESTIMATED SPEED 5

67. INDICATE VEHICLE TYPE

VEHICLE TYPE	NO. 1
Car	X
Car and Trailer	
Truck	
T.T. ( ) TLR. ( )	
Bus	
Motorcycle	
Other	

68 NARRATIVE

VEH No 1 STATED THAT HE DID NOT SEE VEH No 2 UNTIL HE STARTED TO PULL OUT ONTO RT 435

VEH No 2 STATED THAT SHE WAS TRAVELING ON ROUTE 435 AND WAS TURNING ONTO ROUTE 690, WHEN VEH No STARTED TO PULL OUT ONTO ROUTE 435 AND HIT VEH No 2.

AS A RESULT OF THIS OFFICERS INVESTIGATION VEH N WAS PROSECUTED FOR FAILURE TO YIELD THE RIGHT OF W OFFICER JAMES HOOVER, WITNESSED ACCIDENT, WHILE OFF DUTY AND STATES THAT VEH No 1 DID NOT YIELD T VEH No 2 AT THE INTERSECTION. VEH No 2 ALSO CONCUR WITH THIS FACT.

69. VIOLATION (S) INDICATED
NO. 1 FAILURE TO YIELD RIGHT OF WAY NO. 2 NONE

ARRESTS

70. NAME OF PERSON (S) CHARGED
EDWARD C MILLER

71. CHARGE (S)
1013

72 ARREST REPORT NO. (S

73. INVESTIGATING OFFICER'S SIGNATURE
Frank M Klembecki

Moscow Police Dept

RECEIVED
MAY 21 1987
SECRETARY'S OFFICE
Public Utility Commission

Return to - Penna. Dept. of Revenue
Bureau of Traffic Safety
Harrisburg, Pa. 17123

POLICE ACCIDENT REPORT

1. MUNICIPALITY: MOSCOW PA. 2. CODE: 35-3053
3. DISTRICT: 35 4. REPORT NO.: 285 5. DATE: 3-12-1975
6. INVESTIGATOR: FRANK KLEMBECKI 7. BADGE NO.: #3

TIME
8. DAY OF WEEK: WEDNESDAY
9. HOUR (EST): 11:30 PM
10. DATE OF ACCIDENT: MARCH 12, 1975
11. CHECK IF HIT-RUN: ☐
12. SEVERITY
ESTIMATED TOTAL DAMAGES: $ 165 00
NUMBER INJURED: NONE NUMBER KILLED: NONE

VEHICLE NO. 1

13. OPERATOR'S NAME: MAE SHAFFER
14. OPERATOR'S NO. & STATE: 08007737 PA
15. SEX: F
16. D.O.B.: 12-12-27
17. STREET ADDRESS: 316 BROOK ST
CITY: MOSCOW
STATE: PA 18444
18. OWNER'S NAME: FRANK & HAFFER
19. VEHICLE (YEAR, MAKE, TYPE): 1967 DODGE CP
20. REGISTRATION NO.: 5R8-269 PA.
21. STREET ADDRESS: 316 BROOK ST
CITY: MOSCOW
STATE: PA 18444
22. OWNER OF TRAILER
23. TRAILER (YEAR, MAKE)
24. REGISTRATION NO.
25. STREET ADDRESS
CITY
STATE
26. VEHICLE REMOVED TO: DRIVEN AWAY
27. BY: OPERATOR
28. ESTIMATED DAMAGE $ 150 00

VEHICLE NO. 2

29. OPERATOR'S NAME: MAJORIE A MILLER
30. OPERATOR'S NO. & STATE: 13762774 PA.
31. SEX: F
32. D.O.B.: 9-25-1927
33. STREET ADDRESS: BOX 111
CITY: LAKE WINOLA
STATE: PA 18625
34. OWNER'S NAME: MAJORIE A MILLER
35. VEHICLE (YEAR, MAKE, TYPE): 1963 CHEV SDN
36. REGISTRATION NO.: 29T-691 PA.
37. STREET ADDRESS: P.O. BOX 111
CITY: LAKE WINOLA.
STATE: PA 18625
38. OWNER OF TRAILER
39. TRAILER (YEAR, MAKE)
40. REGISTRATION NO.
41. STREET ADDRESS
CITY
STATE
42. VEHICLE REMOVED TO: DRIVEN AWAY
43. BY: OPERATOR
44. ESTIMATED DAMAGE $ 15 00

OTHER

45. PEDESTRIAN'S NAME
46. SEX
47. AGE
48. CHECK ONE ☐ UNINJURED ☐ INJURED ☐ KILLED
49. STREET ADDRESS
CITY
STATE
50. NAME OF PROPERTY OWNER
51. DESC. OF DAMAGED PROPERTY
52. ADDRESS
53. ESTIMATED DAMAGE $

54. WEATHER: ☒ RAIN ☐ SNOW ☐ CLEAR ☐ FOGGY ☐ OTHER
55. ROADWAY: ☒ WET ☐ SNOWY ☐ DRY ☒ ICY ☐ OTHER
NO. LANES: 3 WIDTH: 35 FT.

LOCATION

56. CITY-BOROUGH-TOWNSHIP: MOSCOW BORO
57. COUNTY: LACKA.
58. ON: (STREET NAME OR HWY NO.): RT 435
59. ZONE: 4
60. AT INTERSECTION WITH: ROUTE 690
61. IF NOT AT INTERSECTION: ☐ N ☐ S ☐ E ☐ W FEET OF STATION MARKER - INTERSECTION - ETC.

OCCUPANTS

62. NAME	ADDRESS	AGE	SEX	INJURY	VEH. #	POSITION
MAE SHAFFER	316 BROOK ST MOSCOW PA	38	F	N	1	1
MAJORIE A MILLER	BOX 111 LAKE WINOLA	37	F	N	2	1

POSITION IN VEHICLE

DRIVER IS NO. 1

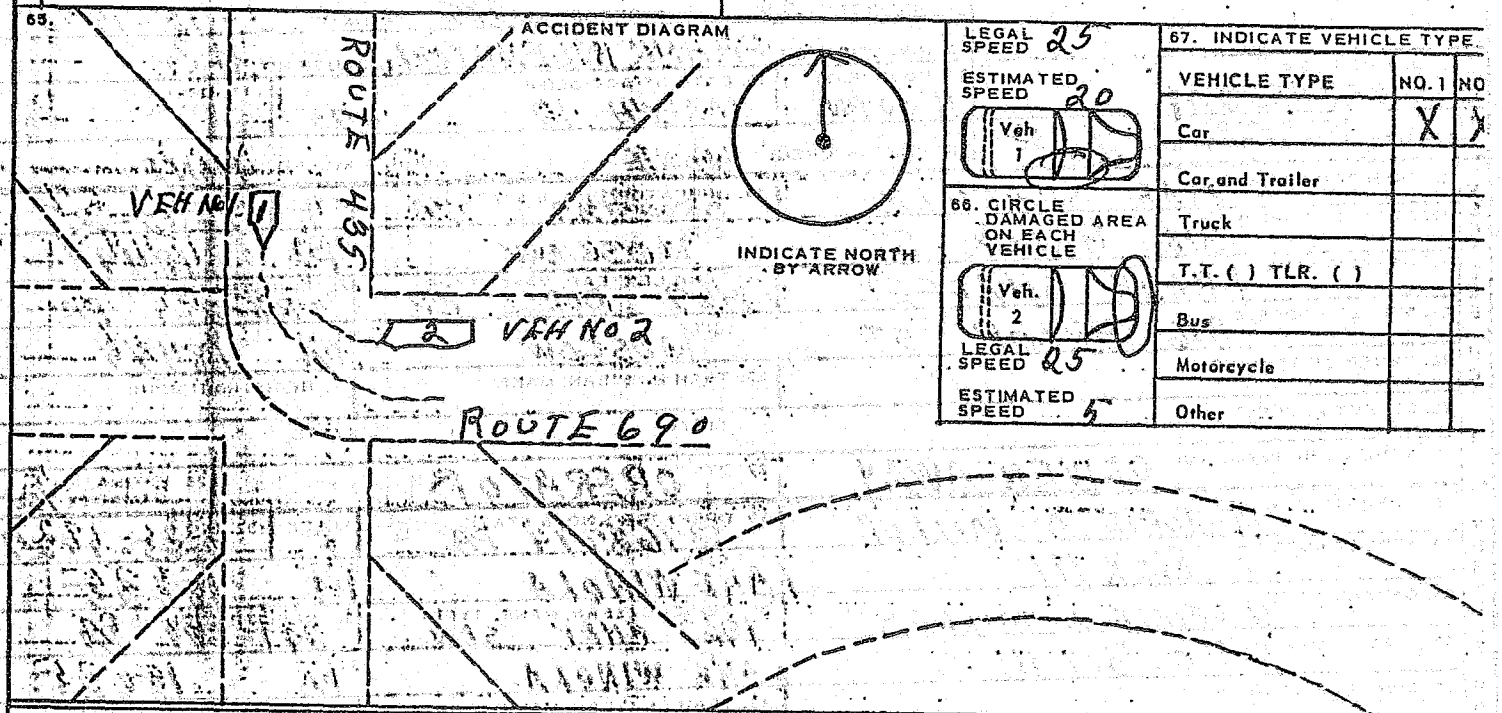
A-VISIBLE SIGNS OF INJURY, BLEEDING, DISTORTED MEMBER OR HAD TO BE REMOVED FROM SCENE
B-OTHER VISIBLE INJURY, BRUISES, SWELLING, LIMPING, ABRASIONS
C-NO VISIBLE INJURY, BUT COMPLAINT OF PAIN, DIZZINESS, ETC.
D-DEAD BEFORE COMPLETION OF REPORT
N-NO INJURY

63. INJURED TAKEN TO: NONE

BY:

WITNESSES	64. NAME	ADDRESS
	NONE	

65. ACCIDENT DIAGRAM



LEGAL SPEED 25
ESTIMATED SPEED 20
Veh 1

66. CIRCLE DAMAGED AREA ON EACH VEHICLE

Veh. 2
LEGAL SPEED 25
ESTIMATED SPEED 5

67. INDICATE VEHICLE TYPE

VEHICLE TYPE	NO. 1	NO
Car	X	X
Car and Trailer		
Truck		
T.T. ( ) TLR. ( )		
Bus		
Motorcycle		
Other		

68 NARRATIVE

VEH No 1 STATED SHE WAS GOING SOUTH ON ROUTE 435 WAS ABOUT TO MAKE LEFT HAND TURN THROUGH UNDER PASS OF RAILROAD, WHEN VEH No 2 PULLED OUT OF ROUTE 690 AND HIT HER VEH.

VEH No 2 STATED SHE HAD AN ARGUEMENT WITH HER HUSBAND AND WAS NOT PAYING ATTENTION TO HER DRIVING

AS A RESULT OF THIS OFFICERS INVESTIGATION, THERE WAS NO PROSECUTION, BECAUSE OF MINIMAL DAMAGE TO VEHICLES. OPERATOR OF VEH No 2 WAS MINIMALLY INTOXICATED AT SCENE AND HER LICENSE & REGISTRATION WERE HELD BY THIS OFFICER UNTIL HER SON CAME TO DRIVE HER VEHICLE

69. VIOLATION (S) INDICATED

NO. 1 NONE NO. 2 FAILURE TO YIELD RIGHT OF WAY

ARRESTS	70. NAME OF PERSON (S) CHARGED	
	NONE	
	71. CHARGE (S) NONE	72. ARREST REPORT NO. (S)
	73. INVESTIGATING OFFICER'S SIGNATURE Frank Klembecki	Moreau Police Dept

AA-45 (6-65)

Return to - Penna. Dept. of Revenue
Bureau of Traffic Safety
Harrisburg, Pa. 17123

POLICE ACCIDENT REPORT

1. MUNICIPALITY: MOSCOW PA. 2. CODE: 35-3053
3. DISTRICT: 35 4. REPORT NO.: 274 5. DATE: 1-2-75
6. INVESTIGATOR: FRANK KLEMBECHI BADGE NO.: #3

TIME
8. DAY OF WEEK: THURSDAY
9. HOUR (EST): 8:40 PM.
10. DATE OF ACCIDENT: JAN 2, 19 75
11. CHECK IF HIT-RUN: ☐
12. SEVERITY / ESTIMATED TOTAL DAMAGES: $ 1000 00
NUMBER INJURED: 2 NUMBER KILLED: NONE

VEHICLE NO. 1

13. OPERATOR'S NAME: LEO MOTTER
14. OPERATOR'S NO. & STATE: 01172740 PA
15. SEX: M
16. D.O.B.: 8-5-1922
17. STREET ADDRESS: 340 MAIN ST
CITY: MOSCOW STATE: PA 18444
18. OWNER'S NAME: LEO MOTTER
19. VEHICLE (YEAR, MAKE, TYPE): CHRY SDN
20. REGISTRATION NO.: DA6-446 PA
21. STREET ADDRESS: 340 MAIN ST
CITY: MOSCOW STATE: PA 18444
22. OWNER OF TRAILER
23. TRAILER (YEAR, MAKE)
24. REGISTRATION NO.
25. STREET ADDRESS
CITY STATE
26. VEHICLE REMOVED TO: STEPHENS GARAGE
27. BY: TOWED
28. ESTIMATED DAMAGE $ 1000

VEHICLE NO. 2

29. OPERATOR'S NAME
30. OPERATOR'S NO. & STATE
31. SEX
32. D.O.B.
33. STREET ADDRESS
CITY STATE
34. OWNER'S NAME
35. VEHICLE (YEAR, MAKE, TYPE)
36. REGISTRATION NO.
37. STREET ADDRESS
CITY STATE
38. OWNER OF TRAILER
39. TRAILER (YEAR, MAKE)
40. REGISTRATION NO.
41. STREET ADDRESS
CITY STATE
42. VEHICLE REMOVED TO:
43. BY:
44. ESTIMATED DAMAGE $

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Public Utility Commission

OTHER

43. PEDESTRIAN'S NAME
46. SEX
47. AGE
48. CHECK ONE ☐ UNINJURED ☐ INJURED ☐ KILLED
49. STREET ADDRESS
CITY STATE
50. NAME OF PROPERTY OWNER
51. DESC. OF DAMAGED PROPERTY
52. ADDRESS
53. ESTIMATED DAMAGE $

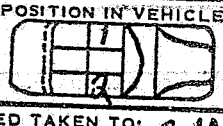
54. WEATHER: ☐ RAIN ☐ SNOW ☒ CLEAR ☐ FOGGY ☐ OTHER
55. ROADWAY: ☐ WET ☐ SNOWY ☐ DRY ☒ ICY ☐ OTHER
NO. LANES: 2 WIDTH: 26 FT.

LOCATION

56. CITY-BOROUGH-TOWNSHIP: MOSCOW BORO
57. COUNTY: LACKA
58. ON: (STREET NAME OR HWY. NO.): ROUTE 690
59. ZONE: 4
60. AT INTERSECTION WITH:
61. IF NOT AT INTERSECTION: 20 FEET ☐ N ☐ S ☒ E ☐ W OF ROUTE 435
STATION MARKER - INTERSECTION - ETC.

OCCUPANTS

62. NAME	ADDRESS	AGE	SEX	INJURY	VEH. #	POSITION
LEO MOTTER	340 MAIN ST MOSCOW PA	52	M	A	1	1
JOHN M COTTLE	138 MARKET ST MOSCOW PA	28	M	B	1	2

POSITION IN VEHICLE:  DRIVER IS NO. 1

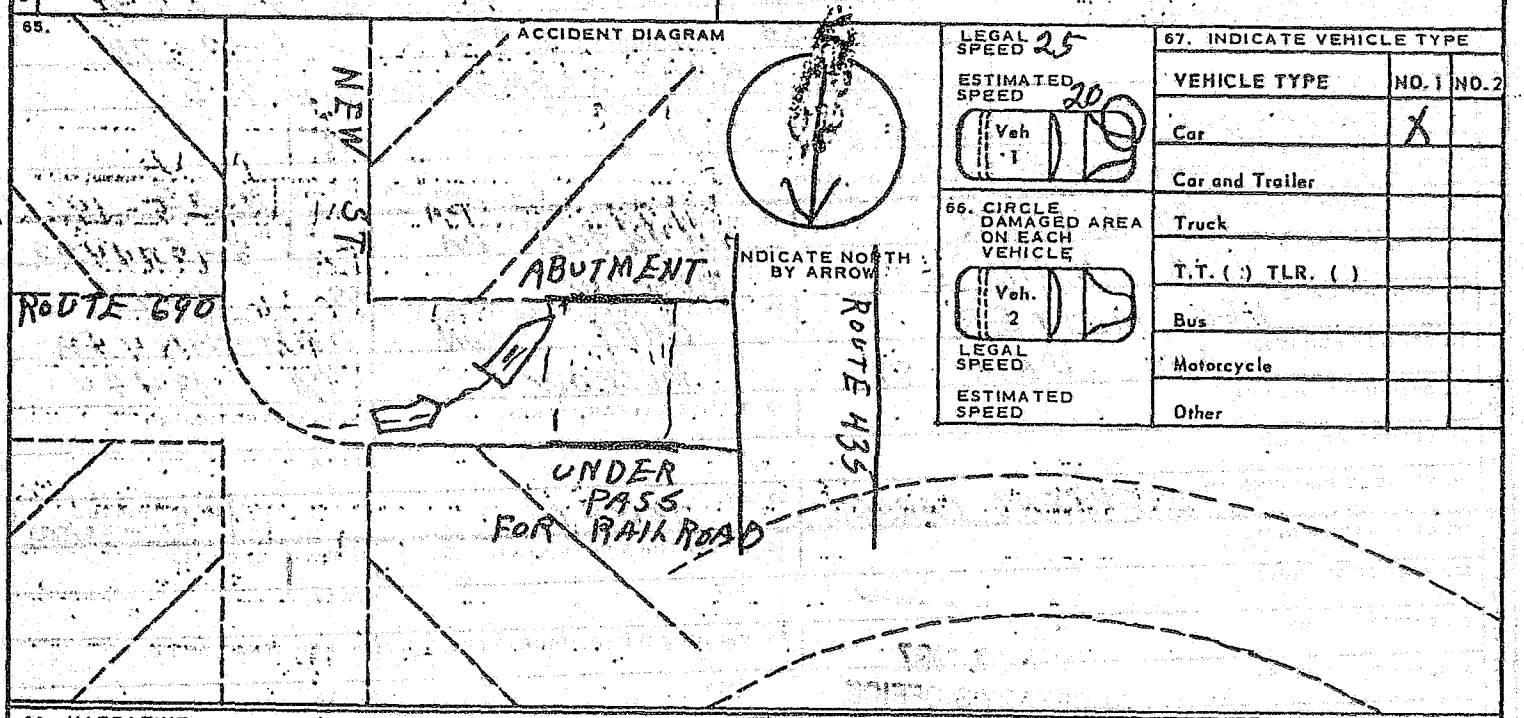
A-VISIBLE SIGNS OF INJURY, BLEEDING, DISTORTED MEMBER OR HAD TO BE REMOVED FROM SCENE
B-OTHER VISIBLE INJURY, BRUISES, SWELLING, LIMPING, ABRASIONS
C-NO VISIBLE INJURY, BUT COMPLAINT OF PAIN, DIZZINESS, ETC.
D-DEAD BEFORE COMPLETION OF REPORT
N-NO INJURY

63. INJURED TAKEN TO: CMC HOSPITAL
BY: MOSCOW FIRE Co

WITNESSES

64. NAME	ADDRESS
NONE	

65. ACCIDENT DIAGRAM



LEGAL SPEED 25
ESTIMATED SPEED 20
Veh 1

66. CIRCLE DAMAGED AREA ON EACH VEHICLE
Veh. 2
LEGAL SPEED
ESTIMATED SPEED

67. INDICATE VEHICLE TYPE

VEHICLE TYPE	NO. 1	NO. 2
Car	X	
Car and Trailer		
Truck		
T.T. ( ) TLR. ( )		
Bus		
Motorcycle		
Other		

68 NARRATIVE

VEH No 1, OPER STATED AT HOSPITAL THAT THE GAS PEDAL STUCK TO FLOOR JUST AS HIS VEH. WAS ABOUT TO COME OFF ICY PART OF ROAD, THUS CAUSING HIS CAR TO RAM HEAD ON INTO UNDER PASS ABUTMENT.

PASSENGER IN VEH. STATED THAT VEH. WAS SLIPPING ON ICE, HIT THE STREET CURB WITH RIGHT REAR TIRE THEN TRAVELED FORWARD HITTING THE UNDER PASS WALL.

AS A RESULT OF THIS OFFICERS INVESTIGATION, NO CHARGES ARE BROUGHT AGAINST VEH NO 1 AND NO VIOLATIONS OF LAW ARE INDICATED. ACCIDENT APPEARS TO BE CAUSED BY MECHANICAL FAILURE OF VEH. AS STATED BY OPER. #1 AND PASSENGER.

69. VIOLATION (S) INDICATED

NO. 1 NONE NO. 2 NONE

ARRESTS

70. NAME OF PERSON (S) CHARGED
NONE

71. CHARGE (S)
NONE

72. ARREST REPORT NO. (S)

73. INVESTIGATING OFFICER'S SIGNATURE
Frank Rleinbeck Moscow Police

RTS-45 (6-65)

Return to - Penna. Dept. of Revenue
Bureau of Traffic Safety
Harrisburg, Pa. 17123

POLICE ACCIDENT REPORT

1. MUNICIPALITY: MOSCOW PA 2. CODE: 35-3053
3. DISTRICT: 35 4. REPORT NO.: 259 5. DATE: 10-19-1974
6. INVESTIGATOR: JOHN S ORLOSKI 7. BADGE NO.: CHIEF

TIME
8. DAY OF WEEK: SATURDAY
9. HOUR (EST): 2:15 PM
10. DATE OF ACCIDENT: 10-19 , 19 74
11. CHECK IF HIT-RUN: ☐
12. SEVERITY
ESTIMATED TOTAL DAMAGES: $ 400 00
NUMBER INJURED: NONE NUMBER KILLED: NONE

VEHICLE NO. 1

13. OPERATOR'S NAME: FRANK SPUDENO
14. OPERATOR'S NO. & STATE: 033 06 663 PA
15. SEX: M
16. D.O.B.: 3-22-191
17. STREET ADDRESS: R D 1
CITY: MOSCOW STATE: PA 18444
18. OWNER'S NAME: FRANK SPUDENO
19. VEHICLE (YEAR, MAKE, TYPE): 1967 INT TRUCK
20. REGISTRATION NO.: CE 95900 PA.,
21. STREET ADDRESS: RD 1
CITY: MOSCOW STATE: PA 18444
22. OWNER OF TRAILER
23. TRAILER (YEAR, MAKE)
24. REGISTRATION NO.
25. STREET ADDRESS
CITY STATE
26. VEHICLE REMOVED TO: DRIVEN AWAY
27. BY: OPERATOR
28. ESTIMATED DAMAGE $ 150

VEHICLE NO. 2

29. OPERATOR'S NAME: JOHN J PIGOTT
30. OPERATOR'S NO. & STATE: P092591873468591 5 N.Y.
31. SEX: M.
32. D.O.B.: 9-12-1948
33. STREET ADDRESS: 912 MONROE AVE
CITY: ROCHESTER STATE: N.Y. 14620
34. OWNER'S NAME: JOHN J PIGOTT
35. VEHICLE (YEAR, MAKE, TYPE): 1974 DODGE VAN TR
36. REGISTRATION NO.: 292-7KH NY
37. STREET ADDRESS: 912 MONROE AVE
CITY: ROCHESTER STATE: NY 14620
38. OWNER OF TRAILER
39. TRAILER (YEAR, MAKE)
40. REGISTRATION NO.
41. STREET ADDRESS
CITY STATE
42. VEHICLE REMOVED TO: DRIVEN AWAY
43. BY: OPERATOR
44. ESTIMATED DAMAGE $ 250

OTHER

43. PEDESTRIAN'S NAME
40. SEX 47. AGE 48. CHECK ONE ☐ UNINJURED ☐ INJURED ☐ KILLED
49. STREET ADDRESS
CITY STATE
50. NAME OF PROPERTY OWNER
51. DESC. OF DAMAGED PROPERTY
52. ADDRESS
53. ESTIMATED DAMAGE $

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Public Utility Commission

54. WEATHER: ☐ RAIN ☐ SNOW ☒ CLEAR ☐ FOGGY ☐ OTHER
55. ROADWAY: ☐ WET ☐ SNOWY ☒ DRY ☐ ICY ☐ OTHER
NO. LANES: 3 WIDTH: 38 FT.

LOCATION

56. CITY-BOROUGH-TOWNSHIP: MOSCOW BORO
57. COUNTY: LACKA.
58. ON: (STREET NAME OR HWY NO.): ROUTE 435
59. ZONE: 4
60. AT INTERSECTION WITH: ROUTE 690
61. IF NOT AT INTERSECTION: ☐ N ☐ S ☐ E ☐ W FEET OF STATION MARKER - INTERSECTION - ETC

OCCUPANTS

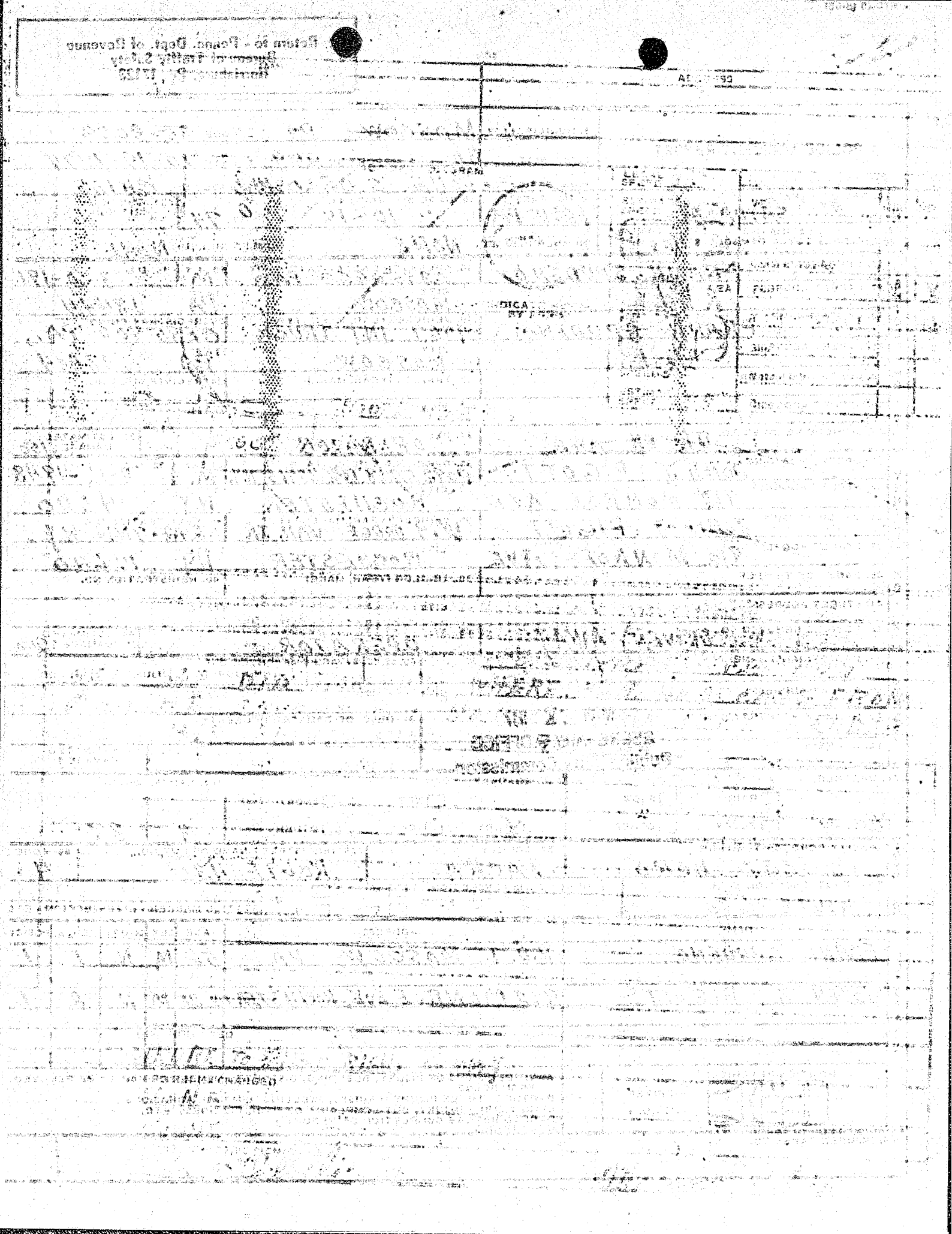
62. NAME	ADDRESS	AGE	SEX	INJURY	VEH. #	POSITI
FRANK SPUDENO	R.D. 1 MOSCOW PA	56	M	N	1	1
JOHN J PIGOTT	912 MONROE AVE. ROCHESTER NY	26	M	N	2	1

POSITION IN VEHICLE

DRIVER IS NO. 1

A-VISIBLE SIGNS OF INJURY, BLEEDING, DISTORTED MEMBER OR HAD TO BE REMOVED FROM SCENE
B-OTHER VISIBLE INJURY, BRUISES, SWELLING, LIMPING, ABRASIONS
C-NO VISIBLE INJURY, BUT COMPLAINT OF PAIN, DIZZINESS, ETC.
D-DEAD BEFORE COMPLETION OF REPORT
N-NO INJURY

63. INJURED TAKEN TO:
BY:

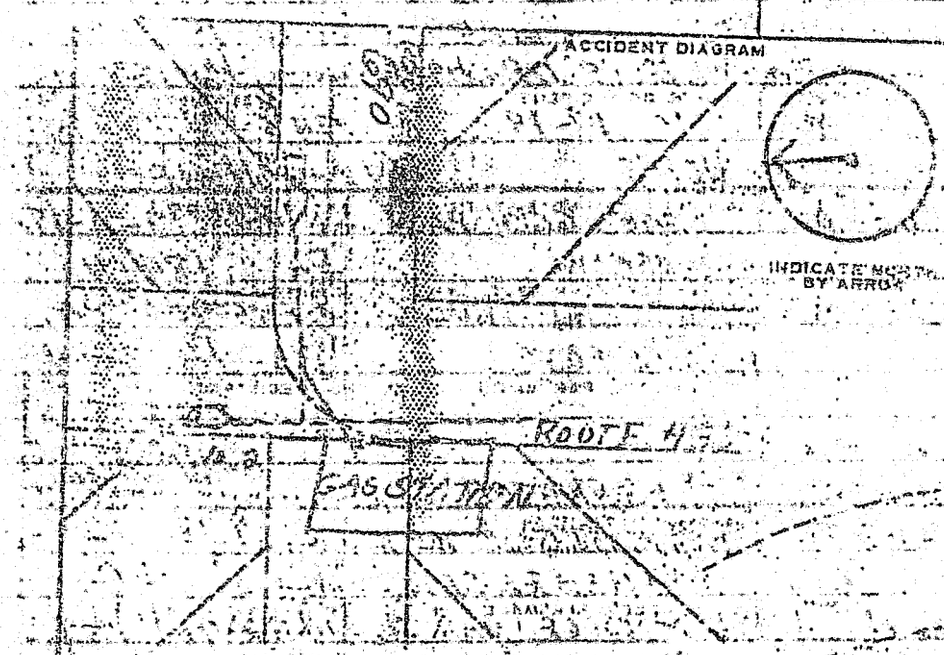


NAME

NE

ADDRESS

ACCIDENT DIAGRAM



LEGAL SPEED	35
ESTIMATED SPEED	5
LEGAL SPEED	5
ESTIMATED SPEED	5

VEHICLE TYPE	NO.
Car	
Comm'l Tractor	
Trailer	
Truck	
Bus	
Motorcycle	
Other	

SAID HE DID NOT KNOW WHERE VEHICLE CAME FROM
HE SUSTAINED NO DAMAGE EXCEPT LEFT FENDER
HIS RIGHT SIDE BEFORE

INDICATED
FAILURE TO YIELD RIGHT OF WAY

OF PERSON(S) CHARGED.
NONE

NONE

72. ARREST REPORT NO.

RTS-45 (8-65)

Return to - Penna. Dept. of Revenue
Bureau of Traffic Safety
Harrisburg, Pa. 17123

POLICE ACCIDENT REPORT

1. MUNICIPALITY: MOSCOW PA 2. CODE: 35-3053
3. DISTRICT: 35 4. REPORT NO.: 259 5. DATE: 10-19-1974
6. INVESTIGATOR: JOHN S ORLOSKI 7. BADGE NO.: CHIEF

TIME
8. DAY OF WEEK: SATURDAY
9. HOUR (EST): 2:15 PM
10. DATE OF ACCIDENT: 10-19 , 19 74
11. CHECK IF HIT-RUN: ☐
12. SEVERITY
ESTIMATED TOTAL DAMAGES: $ 400 00
NUMBER INJURED: NONE NUMBER KILLED: NONE

VEHICLE NO. 1

13. OPERATOR'S NAME: FRANK SPUDENO
14. OPERATOR'S NO. & STATE: 03956663 PA
15. SEX: M
16. D.O.B.: 3-22-191
17. STREET ADDRESS: R.D. 1 CITY: MOSCOW STATE: PA 18444
18. OWNER'S NAME: FRANK SPUDENO
19. VEHICLE (YEAR, MAKE, TYPE): 1967 INT TRUCK
20. REGISTRATION NO.: CE85900 PA.,
21. STREET ADDRESS: RD 1 CITY: MOSCOW STATE: PA 18444
22. OWNER OF TRAILER
23. TRAILER (YEAR, MAKE)
24. REGISTRATION NO.
25. STREET ADDRESS CITY STATE
26. VEHICLE REMOVED TO: DRIVEN AWAY
27. BY: OPERATOR
28. ESTIMATED DAMAGE $ 150

VEHICLE NO. 2

29. OPERATOR'S NAME: JOHN J PIGOTT
30. OPERATOR'S NO. & STATE: P092591877685915 N.Y.
31. SEX: M.
32. D.O.B.: 9-12-1948
33. STREET ADDRESS: 912 MONROE AVE CITY: ROCHESTER STATE: N.Y. 14620
34. OWNER'S NAME: JOHN J PIGOTT
35. VEHICLE (YEAR, MAKE, TYPE): 1974 DODGE VAN TR
36. REGISTRATION NO.: 292-7KH NY
37. STREET ADDRESS: 912 MONROE AVE CITY: ROCHESTER STATE: NY 14620
38. OWNER OF TRAILER
39. TRAILER (YEAR, MAKE)
40. REGISTRATION NO.
41. STREET ADDRESS CITY STATE
42. VEHICLE REMOVED TO: DRIVEN AWAY
43. BY: OPERATOR
44. ESTIMATED DAMAGE $ 250

OTHER

43. PEDESTRIAN'S NAME
45. SEX 47. AGE 48. CHECK ONE ☐ UNINJURED ☐ INJURED ☐ KILLED
49. STREET ADDRESS CITY STATE
50. NAME OF PROPERTY OWNER
51. DESC. OF DAMAGED PROPERTY
52. ADDRESS
53. ESTIMATED DAMAGE $

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SECRETARY'S OFFICE
Public Utility Commission

54. WEATHER: ☐ RAIN ☐ SNOW ☒ CLEAR ☐ FOGGY ☐ OTHER
55. ROADWAY: ☐ WET ☐ SNOWY ☒ DRY ☐ ICY ☐ OTHER
NO. LANES: 3 WIDTH: 38 FT.

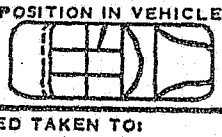
LOCATION

56. CITY-BOROUGH-TOWNSHIP: MOSCOW BORO
57. COUNTY: LACKA.
58. ON: (STREET NAME OR HWY NO.): ROUTE 435
59. ZONE: 4
60. AT INTERSECTION WITH: ROUTE 690
61. IF NOT AT INTERSECTION: ☐ N ☐ S ☐ E ☐ W FEET OF STATION MARKER - INTERSECTION - ETC

OCCUPANTS

62. NAME	ADDRESS	AGE	SEX	INJURY	VEH. #	POSITION
FRANK SPUDENO	R.D. 1 MOSCOW PA	56	M	N	1	1
JOHN J PIGOTT	912 MONROE AVE. ROCHESTER NY	26	M	N	2	1

POSITION IN VEHICLE



DRIVER IS NO. 1

A-VISIBLE SIGNS OF INJURY, BLEEDING, DISTORTED MEMBER OR HAD TO BE REMOVED FROM SCENE
B-OTHER VISIBLE INJURY, BRUISES, SWELLING, LIMPING, ABRASIONS
C-NO VISIBLE INJURY, BUT COMPLAINT OF PAIN, DIZZINESS, ETC.
D-DEAD BEFORE COMPLETION OF REPORT
N-NO INJURY

63. INJURED TAKEN TO:
BY:

AA-49, (9-70)
COMMONWEALTH OF PENNSYLVANIA
Department of Transportation
Bureau of Accident Analysis

POLICE ACCIDENT REPORT

RETURN TO:
PA. DEPT. OF TRANSPORTATION
BUREAU OF ACCIDENT ANALYSIS
HARRISBURG, PA. 17123

1. MUNICIPALITY: MOSCOW PA.
2. CODE: 35-3053
3. DISTRICT: 35
4. REPORT NO.: 253
5. DATE: 8-30-74
6. INVESTIGATOR: FRANK KLEMBECKI
7. BADGE NUMBER: 43

TIME
8. DAY OF WEEK: FRIDAY
9. HOUR (EST): 2:35 PM
10. DATE OF ACCIDENT: 8-30, 19 74
11. CHECK IF HIT-RUN: ☐
12. SEVERITY
ESTIMATED TOTAL DAMAGES: $ 450 00
NUMBER INJURED: NONE
NUMBER KILLED: NONE

VEHICLE NO. 1

13. OPERATOR'S NAME: JOAN STOUT
14. OPERATOR'S NO. & STATE: 074-45296 PA
15. SEX: F
16. D.O.B.: 4-15-1933
17. STREET ADDRESS: RD 1
CITY: MOSCOW
STATE: PA 18444
18. OWNER'S NAME: HENRY & JOAN STOUT
19. VEHICLE (YEAR, MAKE, TYPE): 70 FORD SDN
20. REGISTRATION NO.: 471-458 B PA.
21. STREET ADDRESS: RD 1
CITY: MOSCOW
STATE: PA 18444
22. OWNER OF TRAILER
23. TRAILER (YEAR, MAKE)
24. REGISTRATION NO.
25. STREET ADDRESS
CITY
STATE
26. VEHICLE REMOVED TO: DRIVEN AWAY
27. BY: OPERATOR
28. ESTIMATED DAMAGE $ 250 00

VEHICLE NO. 2

29. OPERATOR'S NAME: ARTHUR R MORGAN
30. OPERATOR'S NO. & STATE: 0540 1141 PA
31. SEX: M
32. D.O.B.: 3-26-1925
33. STREET ADDRESS: RD3 BOX 171
CITY: MOSCOW
STATE: PA 18444
34. OWNER'S NAME: ARTHUR R MORGAN
35. VEHICLE (YEAR, MAKE, TYPE): FORD TRK
36. REGISTRATION NO.: CE47272 PA.
37. STREET ADDRESS: RD3 BOX 171
CITY: MOSCOW
STATE: PA 18444
38. OWNER OF TRAILER
39. TRAILER (YEAR, MAKE)
40. REGISTRATION NO.
41. STREET ADDRESS
CITY
STATE
42. VEHICLE REMOVED TO: DRIVEN AWAY
43. BY: OPERATOR
44. ESTIMATED DAMAGE $ 200 00

OTHER

45. PEDESTRIAN'S NAME
46. SEX
47. AGE
48. CHECK ONE ☐ UNINJURED ☐ INJURED ☐ KILLED
49. STREET ADDRESS
CITY
STATE
50. NAME OF PROPERTY OWNER
51. DESC. OF DAMAGED PROPERTY
52. ADDRESS
53. ESTIMATED DAMAGE $

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Public Utility Commission

54. WEATHER: ☐ CLEAR ☒ RAIN ☐ FOGGY ☐ SNOW ☐ OTHER
55. ROAD: ☒ WET ☐ DRY ☐ SNOWY ☐ ICY ☐ OTHER
NO. LANES: 3
WIDTH: 35 FT.

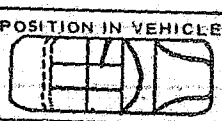
LOCATION

56. CITY-BOROUGH-TOWNSHIP: MOSCOW BORO
57. COUNTY: LACKA
58. ON: (STREET NAME OR HWY NO.): ROUTE 435
59. ZONE: 4
60. AT INTERSECTION WITH: ROUTE 690
61. IF NOT AT INTERSECTION: ☐ FEET ☐ N ☐ S ☐ E ☐ W OF STATION MARKER - INTERSECTION - ETC.

OCCUPANTS

62. NAME	ADDRESS	AGE	SEX	INJURY	VEH. #	POSITION
JOAN STOUT	RD1 MOSCOW PA.	41	F	N	1	1
ARTHUR R MORGAN	RD3 BOX171 MOSCOW PA.	49	M	N	2	1

POSITION IN VEHICLE



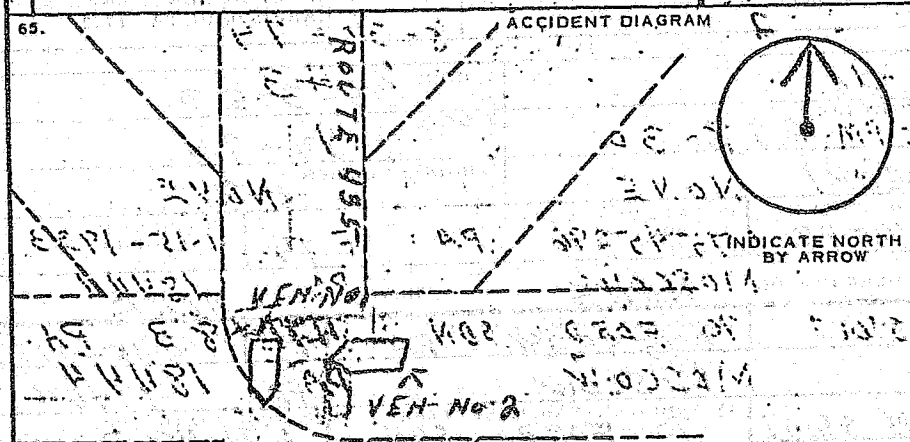
DRIVER IS NO. 1

A-VISIBLE SIGNS OF INJURY, BLEEDING, DISTORTED MEMBER OR HAD TO BE REMOVED FROM SCENE
B-OTHER VISIBLE INJURY, BRUISES, SWELLING, LIMPING, ABRASIONS
C-NO VISIBLE INJURY, BUT COMPLAINT OF PAIN, DIZZINESS, ETC.
D-DEAD BEFORE COMPLETION OF REPORT
N-NO INJURY

63. INJURED TAKEN TO: NONE
BY:

64. NAME

65. ACCIDENT DIAGRAM



LEGAL SPEED 25
ESTIMATED SPEED 25
Veh. 1

66. CIRCLE DAMAGED AREA ON EACH VEHICLE
Veh. 2
LEGAL SPEED 25
ESTIMATED SPEED 10

67. INDICATE VEHICLE TYPE

VEHICLE TYPE	NO. 1	NO. 2
Car	X	X
Car and Trailer		
Truck		
T.T. ( ) TLR. ( )		
Bus		
Motorcycle		
Other		

68. NARRATIVE

OPER No 1 STATES THAT SHE WAS HIT BY OPER No 2 VEHICLE AS HE ENTERED ONTO ROUTE 46E

OPER No 2 STATES THAT HE HIT OPER No 1's VEHICLE AND SIMPLY DID NOT SEE HER IN TIME TO STOP

AS A RESULT OF THIS OFFICER'S INVESTIGATION AT THE SCENE AND THE STATEMENTS OF BOTH PARTIES INVOLVED IN THIS ACCIDENT, NO PROSECUTIONS WERE BROUGHT AGAINST EITHER OPERATORS' DUE TO CONDITIONS OF WEATHER AT THE TIME OF THE ACCIDENT (RAINY & CLOUDY) AND MINOR DAMAGE CAUSED TO EITHER VEHICLE

69. VIOLATION (S) INDICATED

NO. 1 NONE NO. 2 FAILURE TO YIELD RIGHT OF WAY

ARRESTS

70. NAME OF PERSON (S) CHARGED
NONE

71. CHARGE (S)
NONE

72. ARREST REPORT NO. (S)

73. INVESTIGATING OFFICER'S SIGNATURE
Frank W. Klawikoski

RTS-45 (8-85)

RECEIVED

MAY 21 1987

SECRETARY'S OFFICE
Public Utility Commission

Return to - Penna. Dept. of Revenue
Bureau of Traffic Safety
Harrisburg, Pa. 17123

POLICE ACCIDENT REPORT

1. MUNICIPALITY: MOSCOW PA 2. CODE: 35-3053
3. DISTRICT: 35 4. REPORT NO.: 243 5. DATE: 7-9-1974
6. INVESTIGATOR: JAMES HOOVER 7. BADGE NO.: #2

TIME
8. DAY OF WEEK: TUESDAY
9. HOUR (EST): 11:45 AM
10. DATE OF ACCIDENT: 7-9, 19 74
11. CHECK IF HIT-RUN: ☐
12. SEVERITY
ESTIMATED TOTAL DAMAGES: $ 500 00
NUMBER INJURED: NONE NUMBER KILLED: NONE

VEHICLE NO. 1
13. OPERATOR'S NAME: JOYCE A GAUS
14. OPERATOR'S NO. & STATE: 12571290 PA.
15. SEX: F
16. D.O.B.: 11-20-1935
17. STREET ADDRESS: RD2 BOX 348
CITY: MOSCOW STATE: PA 18444
18. OWNER'S NAME: FREDERICK C GAUS
19. VEHICLE (YEAR, MAKE, TYPE): 1971 FORD SDN.
20. REGISTRATION NO.: 770-139 PA.
21. STREET ADDRESS: RD2
CITY: MOSCOW STATE: PA 18444
22. OWNER OF TRAILER
23. TRAILER (YEAR, MAKE)
24. REGISTRATION NO.
25. STREET ADDRESS
CITY STATE
26. VEHICLE REMOVED TO: DRIVEN AWAY
27. BY: OPERATOR
28. ESTIMATED DAMAGE $ 50 00

VEHICLE NO. 2
29. OPERATOR'S NAME: BERNARD NICZGODA
30. OPERATOR'S NO. & STATE: 01034938 PA.
31. SEX: M
32. D.O.B.: 8-5-1901
33. STREET ADDRESS: RD1
CITY: MOSCOW STATE: PA 18444
34. OWNER'S NAME: BERNARD NICZGODA.
35. VEHICLE (YEAR, MAKE, TYPE): 1971 CHEV CP
36. REGISTRATION NO.: LHI-912 PA.
37. STREET ADDRESS: RD1
CITY: MOSCOW STATE: PA 18444
38. OWNER OF TRAILER
39. TRAILER (YEAR, MAKE)
40. REGISTRATION NO.
41. STREET ADDRESS
CITY STATE
42. VEHICLE REMOVED TO: DRIVEN AWAY
43. BY: OPERATOR
44. ESTIMATED DAMAGE $ 500 00

OTHER
43. PEDESTRIAN'S NAME
40. SEX 47. AGE 48. CHECK ONE ☐ UNINJURED ☐ INJURED ☐ KILLED
49. STREET ADDRESS
CITY STATE
50. NAME OF PROPERTY OWNER
51. DESC. OF DAMAGED PROPERTY
52. ADDRESS
53. ESTIMATED DAMAGE $

54. WEATHER: ☐ RAIN ☐ SNOW ☒ CLEAR ☐ FOGGY ☐ OTHER
55. ROADWAY: ☐ WET ☐ SNOWY ☒ DRY ☐ ICY ☐ OTHER
NO. LANES: 3 WIDTH: 36 FT.

LOCATION
56. CITY-BOROUGH-TOWNSHIP: MOSCOW BORO
57. COUNTY: LACKA.
58. ON: (STREET NAME OR HWY NO.): ROUTE 435
59. ZONE: 4
60. AT INTERSECTION WITH: RT 690
61. IF NOT AT INTERSECTION: ☐ N ☐ S ☐ E ☐ W FEET OF STATION MARKER - INTERSECTION - ETC.

OCCUPANTS

62. NAME	ADDRESS	AGE	SEX	INJURY	VEH. #	POSITION
JOYCE A GAUS	RD2 MOSCOW PA.	38	F	N	1	1
KATHY BACINELLI	RD1 MOSCOW PA.	10	F	N	1	2
DAWN GAUS	RD2 MOSCOW PA.	9	F	N	1	3
DOROTHY GAUS	RD2 MOSCOW PA.	15	F	N	1	4
GARY BACINELLI	RD1 MOSCOW PA	15	M	N	1	5
BERNARD NICZGODA.	RD1 MOSCOW PA.	73		M	2	1

POSITION IN VEHICLE (1 2 3 4 5) DRIVER IS NO. 1

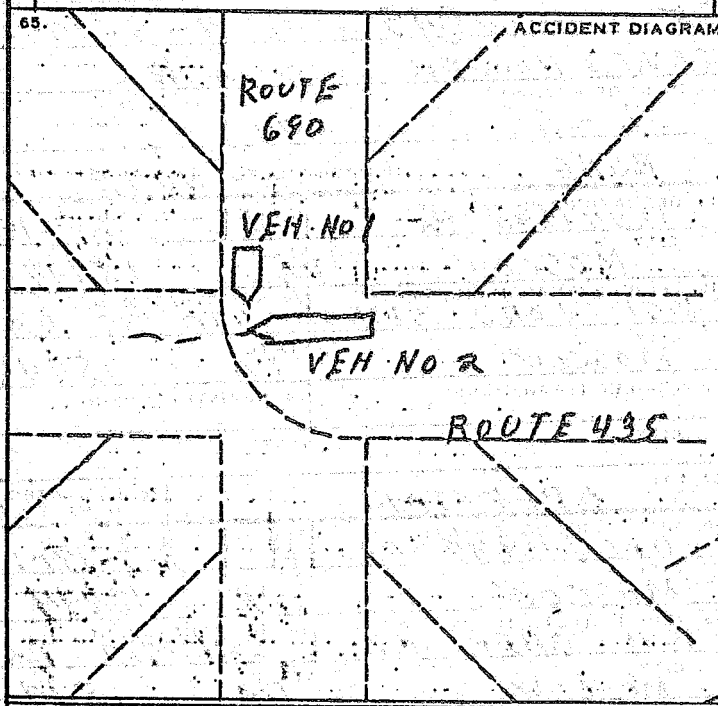
A-VISIBLE SIGNS OF INJURY, BLEEDING, DISTORTED MEMBER OR HAD TO BE REMOVED FROM SCENE
B-OTHER VISIBLE INJURY, BRUISES, SWELLING, LIMPING, ABRASIONS
C-NO VISIBLE INJURY, BUT COMPLAINT OF PAIN, DIZZINESS, ETC.
D-DEAD BEFORE COMPLETION OF REPORT
N-NO INJURY

63. INJURED TAKEN TO: NONE BY:

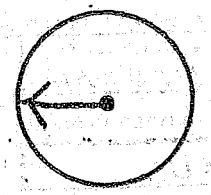
WITNESSES

64. NAME	ADDRESS
WILLARD STEPHENS	MAIN ST MOSCOW PA.

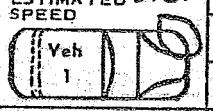
65. ACCIDENT DIAGRAM



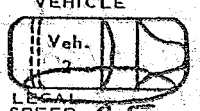
INDICATE NORTH BY ARROW



LEGAL SPEED STOP SIGN
ESTIMATED SPEED



66. CIRCLE DAMAGED AREA ON EACH VEHICLE



LEGAL SPEED 25
ESTIMATED SPEED 25

67. INDICATE VEHICLE TYPE

VEHICLE TYPE	NO. 1	NO
Car	X	X
Car and Trailer		
Truck		
T.T. ( ) TLR. ( )		
Bus		
Motorcycle		
Other		

68 NARRATIVE

VEH NO 1 PULLED TOO FAR INTO INTERSECTION ENTERING H35 FROM 690, HITTING VEH NO 2 HEADING NORTH ON ROUTE H35

DAMAGE TO VEH NO 2 WAS IN MIDDLE OF CAR ON RIGHT SIDE.

69.. VIOLATION (S) INDICATED

NO. 1 NONE NO. 2 NONE

ARRESTS

70. NAME OF PERSON (S) CHARGED
NONE

71. CHARGE (S)
NONE

72. ARREST REPORT NO. (S)

73. INVESTIGATING OFFICER'S SIGNATURE
James Hoover Moscow Police

(9-70)
NWEALTH OF PENNSYLVANIA
Department of Transportation
Bureau of Accident Analysis

POLICE ACCIDENT REPORT

RETURN TO:
PA. DEPT. OF TRANSPORTATION
BUREAU OF ACCIDENT ANALYSIS
HARRISBURG, PA. 17123

1. MUNICIPALITY: MOSCOW BORO POLICE — 2. CODE: 35-411
3. DISTRICT: 4 — 4. REPORT NO.: 239 — 5. DATE: 4 JUNE 74
6. INVESTIGATOR: OFFICER FRANK M. KLEMBECKI — 7. BADGE NUMBER: 3

TIME
8. DAY OF WEEK: TUESDAY — 9. HOUR (EST): 9:20 AM. — 10. DATE OF ACCIDENT: 4 JUNE, 19 74 — 11. CHECK IF HIT-RUN: ☐
12. SEVERITY — ESTIMATED TOTAL DAMAGES: $ 458.00 — NUMBER INJURED: 0 — NUMBER KILLED: 0

VEHICLE NO. 1

13. OPERATOR'S NAME: LEONARD JOSEPH GRAMBERG — 14. OPERATOR'S NO. & STATE: 112 22 998 - PA. — 15. SEX: M — 16. D.O.B.: 14 MAR 49
17. STREET ADDRESS: RD #4 — CITY: TUNKHANNOCK — STATE: PA. 18657
18. OWNER'S NAME: WILLIAM M. FUHREY — 19. VEHICLE (YEAR, MAKE, TYPE): 72 BROCKWAY TT — 20. REGISTRATION NO.: CJ 34261 - PA.
21. STREET ADDRESS: RD #2 — CITY: SPRINGVILLE — STATE: PA. 18844
22. OWNER OF TRAILER: AS ABOVE #18 — 23. TRAILER (YEAR, MAKE): AS ABOVE #19 — 24. REGISTRATION NO.: AS ABOVE #20
25. STREET ADDRESS: AS ABOVE #21 — CITY: — STATE:
26. VEHICLE REMOVED TO: DRIVABLE — 27. BY: OPERATOR — 28. ESTIMATED DAMAGE $ 150.00

VEHICLE NO. 2

29. OPERATOR'S NAME: LILIAN NASHOTKA — 30. OPERATOR'S NO. & STATE: 817 78 549 - PA. — 31. SEX: F — 32. D.O.B.: 12 JAN 1902
33. STREET ADDRESS: RD #1 — CITY: MOSCOW — STATE: PA. 18444
34. OWNER'S NAME: ANDREW NASHOTKA — 35. VEHICLE (YEAR, MAKE, TYPE): — 36. REGISTRATION NO.:
37. STREET ADDRESS: AS ABOVE #33 — CITY: — STATE:
38. OWNER OF TRAILER: — 39. TRAILER (YEAR, MAKE): — 40. REGISTRATION NO.:
41. STREET ADDRESS: — CITY: — STATE:
42. VEHICLE REMOVED TO: PARKING LOT ACROSS FROM AGWAY STORE — 43. BY: OPERATOR OF TRACTOR TRAILER — 44. ESTIMATED DAMAGE $300.00

OTHER

45. PEDESTRIAN'S NAME: — 46. SEX: — 47. AGE: — 48. CHECK ONE ☐ UNINJURED ☐ INJURED ☐ KILLED
49. STREET ADDRESS: — CITY: — STATE:
50. NAME OF PROPERTY OWNER: — 51. DESC. OF DAMAGED PROPERTY:
52. ADDRESS: — 53. ESTIMATED DAMAGE $:

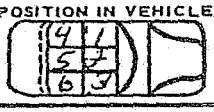
54. WEATHER: ☐ RAIN ☐ SNOW ☑ CLEAR ☐ FOGGY ☐ OTHER
55. ROADWAY: ☐ WET ☐ SNOWY ☑ DRY ☐ ICY ☐ OTHER — NO. LANES: 3 — WIDTH: 40 FT.

LOCATION

56. ~~CITY~~-BOROUGH-~~TOWNSHIP~~: MOSCOW — 57. COUNTY: LACKAWANNA — 58. ON: (STREET NAME OR HWY NO.): 435 — 59. ZONE: 4
60. AT INTERSECTION WITH: RT #690 EAST — 61. IF NOT AT INTERSECTION: ☐ N ☐ S ☐ E ☐ W : FEET OF STATION MARKER - INTERSECTION - ETC.

OCCUPANTS

62. NAME	ADDRESS	AGE	SEX	INJURY	VEH. #	POSITION
OP #1	AS ABOVE	25	M	N	1	1
OP #2	" "	72	F	N	2	1
ANDREW NASHOTKA	" "	70's	M	N	2	3

POSITION IN VEHICLE:  DRIVER IS NO. 1

A-VISIBLE SIGNS OF INJURY, BLEEDING, DISTORTED MEMBER OR HAD TO BE REMOVED FROM SCENE
B-OTHER VISIBLE INJURY, BRUISES, SWELLING, LIMPING, ABRASIONS
C-NO VISIBLE INJURY, BUT COMPLAINT OF PAIN, DIZZINESS, ETC.
D-DEAD BEFORE COMPLETION OF REPORT
N-NO INJURY

63. INJURED TAKEN TO: N/A — BY: N/A

C-861119
Moscow Borough to
Scranton 5/14/87
DJF/nk

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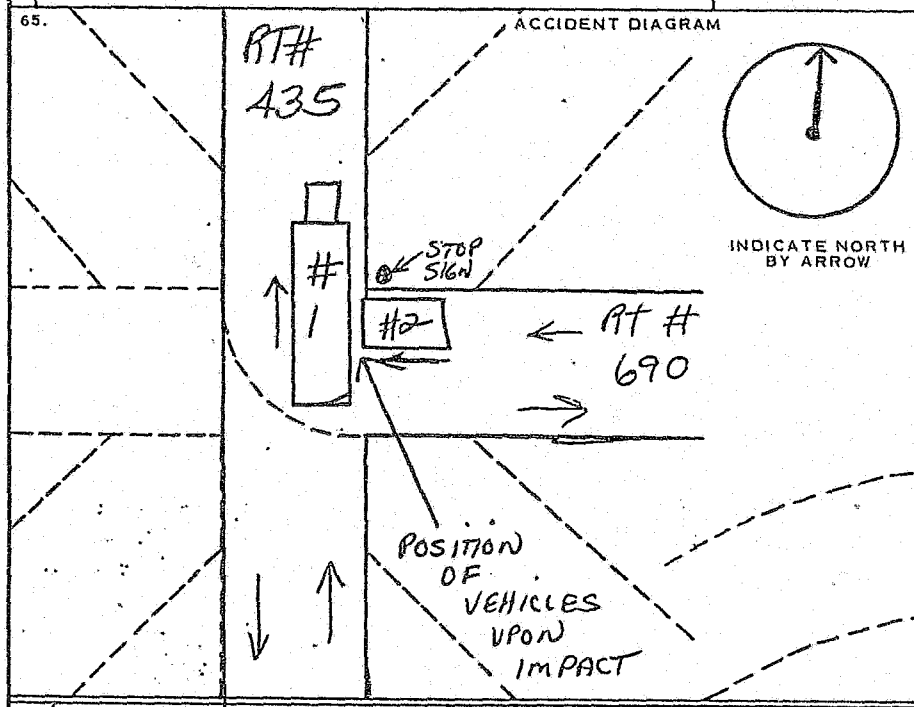
MAY 21 1987
SECRETARY'S OFFICE
Public Utility Commission

AA-45 (9 70)

WITNESSES	64. NAME	ADDRESS

65. ACCIDENT DIAGRAM



INDICATE NORTH BY ARROW

LEGAL SPEED 20
ESTIMATED SPEED 20
Veh 1

66. CIRCLE DAMAGED AREA ON EACH VEHICLE
Veh. 2
LEGAL SPEED 25
ESTIMATED SPEED 5

67. INDICATE VEHICLE TYP

VEHICLE TYPE	NO. 1
Car	
Car and Trailer	
Truck	
T.T. (✓) TLR. (✓)	✓
Bus	
Motorcycle	
Other	

68 NARRATIVE

OP#1 VEHICLE WAS TRAVELING NORTH ON 435 & WAS HIT FROM THE RIGHT SIDE BY OP#2'S VEHICLE.

OP#2's VEHICLE WAS STOPPED ON RT#690 AT THE STOP SIGN, ENTERED THE INTERSECTION OF 435 & 690 EAST & HIT OP#1's VEHICLE IN THE SIDE.

AS A RESULT OF THIS OFFICER'S INVESTIGATION AT THE SCENE OP#2's VEHICLE WAS AT FAULT FOR FAILURE TO USE DUE CAUTION WHEN ENTERING THE HIGHWAY (RT#435) FROM A STOP SIGN. THE SIDE OF THE TRACTOR'S BODY & TIRES, WHICH STARTS APPROX. 1/2 WAY FROM BEGINNING OF TRACTOR/TRAILER BODY, INDICATES THAT OP#1's VEHICLE WAS 1/2 WAY PAST THE INTERSECTION BEFORE OP#2's VEHICLE HIT OP#1'S VEHICLE.

69. VIOLATION (S) INDICATED

NO. 1 NONE

NO. 2 FAILURE TO USE DUE CAUTION BEFORE ENTERING A INTERSECTI

ARRESTS

70. NAME OF PERSON (S) CHARGED: NONE

71. CHARGE (S)

72. ARREST REPORT NO. (S)

73. INVESTIGATING OFFICER'S SIGNATURE: Frank M. Zemlock #3

...T OF TRANSPORTATION
...AU OF ACCIDENT ANALYSIS
...S BUILDING
HARRISBURG, PA. 17120

COMMONWEALTH OF PENNSYLVANIA
POLICE ACCIDENT REPORT

REPORTABLE | NON-REPORTABLE

BUREAU ACCIDENT ANALYSIS USE

1. INCIDENT NUMBER: [illegible]
2. AGENCY NAME: Moscow Borough Police Dept
3. STATION/PRECINCT: Moscow Boro
4. INVESTIGATING OFFICER: [illegible] Bauer
BADGE NO.: Chief
5. DATE OF REPORT: 6-13-85
6. APPROVED BY:
7. DATE APPROVED

8. DATE: 6-13-85
9. DAY: Thursday
10. TIME: 11:20 am
11. COUNTY: LACKAWANNA
12. CODE: 35
13. PATROL ZONE
14. NO. VEH.: 2
15. NO. KILLED: 0
16. NO. INJURED: 2
17. MUNICIPALITY: Moscow
18. CODE: 411

UNIT NO 1

19. OPERATOR LICENSE NO.: 00 8B9553
20. STATE: PA
21. SEX: M
22. D.O.B.: 10-25-99
23. LEGALLY PARKED
24. ILLEGALLY PARKED
25. HIT & RUN
26. NAME: Kenneth Potter
ADDRESS: RD #1 Moscow Pa. 18444
27. OWNER NAME: Same as Block 26
ADDRESS:
28. VEHICLE TITLE NO.: A347051713
29. YEAR: 82
30. MAKE: Oldsmobile
31. MODEL: Cutlass Ciera 4 Dr Sdn
32. VEHICLE REGISTRATION NO.: 711-652
33. STATE: PA
34. INSURANCE COMPANY NAME: Harleysville Mutual
35. INS. CO. CODE: 3951
36. INS. POLICY NUMBER: FA 824677
37. TOWED TO: Skelton's Garage
38. TOWED BY: Skelton's Wrecker
39. TRAILER (MAKE, MODEL, TYPE)
40. TRAILER REGISTRATION NO.
STATE
41. OWNER OF TRAILER
ADDRESS

UNIT NO 2

19. OPERATOR LICENSE NO.: 00-035-514
20. STATE: PA
21. SEX: M
22. D.O.B.: 1-24-99
23. LEGALLY PARKED
24. ILLEGALLY PARKED
25. HIT & RUN
26. NAME: Howard Searing
ADDRESS: Star Route Gouldsboro, Pa. 18424
27. OWNER NAME: Same as Block 26
ADDRESS:
28. VEHICLE TITLE NO.: D28237465
29. YEAR: 76
30. MAKE: Chevrolet
31. MODEL: TK
32. VEHICLE REGISTRATION NO.: CT85462
33. STATE: PA
34. INSURANCE COMPANY NAME: Colonial Penn Ins. Co.
35. INS. CO. CODE: 1953
36. INS. POLICY NUMBER: 75145402 37
37. TOWED TO: Fishers Garage
38. TOWED BY: Fishers Wrecker
39. TRAILER (MAKE, MODEL, TYPE)
40. TRAILER REGISTRATION NO.
STATE
41. OWNER OF TRAILER
ADDRESS

RECEIVED
MAY 21 1987
SECRETARY'S OFFICE
Public Utility Commission

42. DESCRIPTION OF DAMAGED PROPERTY:
OWNER:

PRINCIPAL ROAD

43. ROUTE NO. OR STREET NAME: N. Main St. PA 435
44. SPEED LIMIT: 25
45. CIRCLE IF ONE WAY: N S E W
46. ROUTE NO. OR STREET NAME: PA 690 Market St.
47. SPEED LIMIT: 35

INTERSECTING ROAD

IF NOT AT INTERSECTION
48. NEAREST CROSS ROUTE OR STATION-MILEPOST NO.
49. DIRECTION FROM ACCIDENT SITE: N S E W
50. DISTANCE FROM ACCIDENT SITE: ____ FT. ____ MI.
51. WAS DISTANCE: ☐ MEASURED? ☐ ESTIMATED?

52. ILLUMINATION: 1
1 - DAWN OR DUSK
2 - DAYLIGHT
3 - DARK (ST. LIGHTS ON)
4 - DARK (NO ST. LIGHTS)

53. WEATHER: 0
0 - NO ADVERSE COND.
1 - RAINING
2 - SLEET, HAIL, ETC.
3 - SNOWING
4 - FOG, SMOKE, ETC.
5 - RAINING AND FOGGY

54. ROAD SURFACE: 1
1 - DRY
2 - WET
3 - MUDDY
4 - SNOW OR ICE

55. TRAFFIC CONTROL DEVICE TYPE
PRIN. ROAD: 0
INT. ROA: 3
0 - NO CONTROLS
1 - FLASHING TRAFFIC SIGNAL
2 - TRAFFIC SIGNAL
3 - STOP SIGN
4 - YIELD SIGN
5 - RR CROSSING CONTROLS
6 - POLICE OFFICER OR FLAGMAN
7 - FLASHING SCHOOL ZONE SIGN
8 - OTHER

56. WITNESS NAME
ADDRESS
WITNESS NAME
ADDRESS

57. INJURED TAKEN TO:
BY: Moscow Vol Amb.

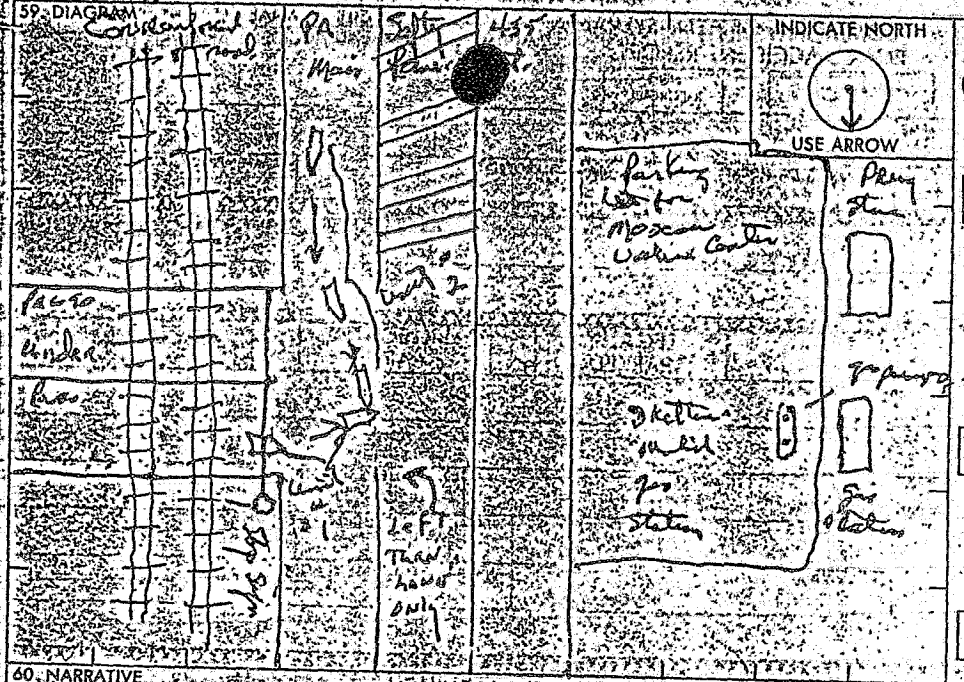
58. USE CODES ON OVERLAY SHEET TO COMPLETE BLOCKS A THRU N OF THIS SECTION

A	B	C	D	E	F	G	NAME / ADDRESS	H	I	J	K	L	M	N
1	1	M	85	3	1	3	Operator Unit #1	N	4	08	05	8	0	0
1	3	F	80	3	1	3	Editha Potter Same as Operator Unit #1	N	4	05 08	03	C	0	0
2	1	M	86	9	9	0	Operator Unit #2	N	0	-	-	B	0	0

AA-45 (7-77)

INVESTIGATING AGENCY USE

59 DIAGRAM


Continued
PA
Main
435
INDICATE NORTH
USE ARROW
Parking
Lot for
Moscow
Valley Center
Pump
Station
Pump
Station
Pump
Station

PA. DEPT. OF TRANSPORTATION
BUREAU OF ACCIDENT ANALYSIS
T & S BUILDING
HARRISBURG, PA. 17120

COMMONWEALTH OF PENNSYLVANIA
POLICE ACCIDENT REPORT

X REPORTABLE | | NON-REPORTABLE

BUREAU ACCIDENT ANALYSIS USE

1. INCIDENT NUMBER	2. AGENCY NAME	3. STATION/PRECINCT
492	MOSCOW POLICE DEPT	

4. INVESTIGATING OFFICER	BADGE NO.	5. DATE OF REPORT	6. APPROVED BY:	7. DATE APPROVED
JOHN S ORLOSKI	CHIEF	10-28-80		

8. DATE	9. DAY	10. TIME	11. COUNTY	12. CODE	13. PATROL ZONE
10-25-80	SATURDAY	10:50 P.M.	LACKAWANNA	35	4

14. NO. VEH.	15. NO. KILLED	16. NO. INJURED	17. MUNICIPALITY	18. CODE
2	0	0	MOSCOW BORO PA	4411

UNIT NO 1

19. OPERATOR LICENSE NO.	20. STATE	21. SEX	22. D.O.B.	23. LEGALLY PARKED	24. ILLEGALLY PARKED	25. HIT & RUN
19782194	PA	M	6-9-61			

26. NAME — ADDRESS: COURTNEY JOSEPH BAXTER — R.D. 3 MOSCOW PA 18444

27. OWNER NAME — ADDRESS: COURTNEY BAXTER — R.D. 6 MOSCOW PA 18444

28. VEHICLE TITLE NO.	29. YEAR	30. MAKE	31. MODEL	32. VEHICLE REGISTRATION NO.	33. STATE
	1973	FORD	CP	9X8-639	PA

34. INSURANCE COMPANY NAME	37. TOWED TO:	39. TRAILER (MAKE, MODEL, TYPE)
NATION WIDE INS. Co	7	

35. INS. CO. CODE	36. INS. POLICY NUMBER	38. TOWED BY:	40. TRAILER REGISTRATION NO.	STATE
6156	58 B 846520	7		

41. OWNER OF TRAILER — ADDRESS:

UNIT NO 2

19. OPERATOR LICENSE NO.	20. STATE	21. SEX	22. D.O.B.	23. LEGALLY PARKED	24. ILLEGALLY PARKED	25. HIT & RUN
20362228	PA	M	2-7-64			

26. NAME — ADDRESS: MICHAEL MARK CARPENTER — 323 MAIN ST MOSCOW PA 18444

27. OWNER NAME — ADDRESS: ROLAND CARPENTER — 323 MAIN ST MOSCOW, PA 18444

28. VEHICLE TITLE NO.	29. YEAR	30. MAKE	31. MODEL	32. VEHICLE REGISTRATION NO.	33. STATE
D20997240	1970	PLYMOUTH	SDN		PA

34. INSURANCE COMPANY NAME	37. TOWED TO:	39. TRAILER (MAKE, MODEL, TYPE)
MUTUAL BENEFIT INS. Co	DRIVEN AWAY	

35. INS. CO. CODE	36. INS. POLICY NUMBER	38. TOWED BY:	40. TRAILER REGISTRATION NO.	STATE
5769	PAP 0243 11	OPERATOR		

41. OWNER OF TRAILER — ADDRESS:

RECEIVED
MAY 21 1987
SECRETARY'S OFFICE
Public Utility Commission

42. DESCRIPTION OF DAMAGED PROPERTY: — OWNER:

PRINCIPAL ROAD			INTERSECTING ROAD		
43. ROUTE NO. OR STREET NAME	44. SPEED LIMIT	45. CIRCLE IF ONE WAY	46. ROUTE NO. OR STREET NAME	47. SPEED LIMIT	
ROUTE 435 or MAIN ST	25	N S E W	ROUTE 690	35	

IF NOT AT INTERSECTION — 48. NEAREST CROSS ROUTE OR STATION-MILEPOST NO.: ——— | 49. DIRECTION FROM ACCIDENT SITE: N S E W | 50. DISTANCE FROM ACCIDENT SITE: ____ FT. ____ MI. | 51. WAS DISTANCE: ☐ MEASURED? ☐ ESTIMATED?

52. ILLUMINATION	53. WEATHER	54. ROAD SURFACE	55. TRAFFIC CONTROL DEVICE TYPE	
3	0	1	PRIN. ROAD: 0	INT. ROAD: 3
1 - DAWN OR DUSK	0 - NO ADVERSE COND.	1 - DRY	0 - NO CONTROLS	5 - RR CROSSING CONTROLS
2 - DAYLIGHT	1 - RAINING	2 - WET	1 - FLASHING TRAFFIC SIGNAL	6 - POLICE OFFICER OR FLAGMAN
3 - DARK (ST. LIGHTS ON)	2 - SLEET, HAIL, ETC.	3 - MUDDY	2 - TRAFFIC SIGNAL	7 - FLASHING SCHOOL ZONE SIGN
4 - DARK (NO ST. LIGHTS)	3 - SNOWING	4 - SNOW OR ICE	3 - STOP SIGN	8 - OTHER
	4 - FOG, SMOKE, ETC.		4 - YIELD SIGN	
	5 - RAINING AND FOGGY			

56. WITNESS NAME: DENNIS LEE DANE — ADDRESS: 138 KEENE ST MOSCOW PA 18444

57. INJURED TAKEN TO: — BY:

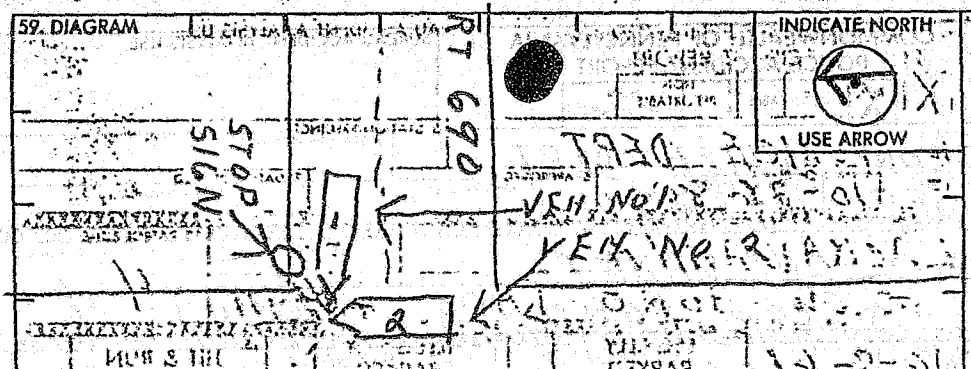
58. USE CODES ON OVERLAY SHEET TO COMPLETE BLOCKS A THRU N OF THIS SECTION

A	B	C	D.	E	F	G	NAME	ADDRESS	H	I	J	K	L	M	N
1	1	M	19	0	0	0	COURTNEY J BAXTER	R.D.3 MOSCOW PA.	V	0	—	—	—	0	0
2	1	M	17	0	0	0	MICHAEL M. CARPENTER	323 MAIN ST MOSCOW	N	0	—	—	—	0	

AA-45 (9-77)

INVESTIGATING AGENCY USE

59. DIAGRAM

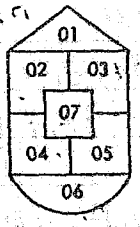


VEHICLE NUMBER: 1 | 2

AUTO/TRUCK BODY TYPE

01 - CONVERTIBLE	11 - JEEP, ETC.	02	03
02 - 2 DR HARDTOP	12 - PICK-UP		
03 - 4 DR HARDTOP	13 - VAN (NOT MOVING VAN OR HORSE VAN)		
04 - 2 DR SEDAN	14 - TOW TRUCK		
05 - 4 DR SEDAN	15 - OTHER SINGLE UNIT		
06 - STA. WAGON	16 - TRACTOR (CAB ONLY)		
07 - LIMOUSINE	17 - TRACTOR TRAILER		
08 - OTHER AUTO	18 - OTHER TRUCK		

62. INITIAL POINT OF IMPACT



00 - NONE
07 - TOP
08 - UNDERCARRIAGE
09 - TOWED UNIT
99 - UNKNOWN

	1	2
	01	03
		02 / 05

63. VEHICLE DAMAGE SEVERITY

0 - NONE
1 - LIGHT
2 - MODERATE
3 - SEVERE

1	2
3	2

64. WAS Ttowing REQUIRED?

0 - NO
1 - YES

1	2
1	0

65. ESTIMATED TRAVEL SPEED

00 - NONE (STOPPED/PARKED)
01-97 - CODE ACTUAL SPEED
98-98 OR GREATER
99 - UNKNOWN

1	2
5	25

66. VEHICLE GRADIENT

1 - LEVEL ROADWAY
2 - UPHILL
3 - DOWN HILL

1	2
1	1

67. SPECIAL USAGE

00 - NONE
01 - PUPIL TRANSPORT
02 - FIRE VEHICLE
03 - AMBULANCE
04 - OTHER EMERGENCY VEHICLE
05 - STATE POLICE VEHICLE
06 - PENN DOT VEHICLE
07 - OTHER STATE GOV'T. VEHICLE
08 - MUNICIPAL POLICE VEHICLE
09 - OTHER MUNICIPAL GOV'T VEHICLE
10 - FEDERAL GOV'T VEHICLE
11 - TAXI
12 - TOWING CAR
13 - TOWING TRUCK
14 - TOWING UTILITY TRAILER
15 - TOWING MOBILE/MODULAR HOME
16 - TOWING CAMPER

1	2
00	00

68. HAZARDOUS SUBSTANCE TYPE - FROM PLACARD

00 - NOT APPLICABLE	12 - FUEL OIL
01 - NON-FLAMMABLE GAS	13 - DANGEROUS
02 - COMBUSTIBLE	14 - RADIOACTIVE
03 - ORGANIC PEROXIDE	15 - FLAMMABLE SOLID - W
04 - CORROSIVE	16 - FLAMMABLE
05 - EXPLOSIVE "A"	17 - FLAMMABLE GAS
06 - OXYGEN	18 - FLAMMABLE SOLID
07 - POISON	19 - GASOLINE
08 - EXPLOSIVE "B"	98 - OTHER/NOT SIGNED
09 - CHLORINE	
10 - OXIDIZER	
11 - POISON GAS	

1	2
00	00

60. NARRATIVE

VEH NO 2 WAS TRAVELING NORTH ON RT 435 WHEN VEH NO 1 PULLED OUT IN FRONT OF VEH NO 2 INSIDE, DOING A DAMAGE TO BOTH VEHICLES.

69. VIOLATIONS INDICATED UNIT NO. 1: FAILURE TO YIELD RIGHT OF WAY

70. CITATION(S) UNIT NO. 1: NONE

71. CITATION REPORT NO.(S)

72. VIOLATIONS INDICATED UNIT NO. 2: NONE

73. CITATION(S) UNIT NO. 2: NONE

74. CITATION REPORT NO.(S)

FOR ALCOHOL TEST TYPES - BLOCKS 76 AND 79 USE THE FOLLOWING CODES: 1 - BLOOD, 2 - BREATH, 3 - URINE, 4 - TEST REFUSED, 8 - OTHER CHEMICAL

75. NAME	76. TYPE	77. RESULT 0. ___%	78. NAME	79. TYPE	80. RESULT 0. ___%

81. IS THE INVESTIGATION COMPLETE? YES

PA. DEPT. OF TRANSPORTATION
BUREAU OF ACCIDENT ANALYSIS
T. & T. BUILDING
HARRISBURG, PA. 17120

COMMONWEALTH OF PENNSYLVANIA
POLICE ACCIDENT REPORT

BUREAU ACCIDENT ANALYSIS USE

[X] REPORTABLE [ ] NON-REPORTABLE

1. INCIDENT NUMBER: H 044
2. AGENCY NAME: MOSCOW POLICE DEPT
3. STATION/PRECINCT:
4. INVESTIGATING OFFICER: JOHN SOROKOSKI CHIEF
5. DATE OF REPORT: 12-28-77
6. APPROVED BY:
7. DATE APPROVED:
8. DATE: 12-28-77
9. DAY: WEDNESDAY
10. TIME: 7:15 PM
11. COUNTY: LACKA
12. CODE: 35-411
13. PATROL ZONE: 4
14. NO. VEH.: 1
15. NO. KILLED: 0
16. NO. INJURED: 1
17. MUNICIPALITY: MOSCOW BORO PA.
18. CODE: 35-411

UNIT NO 1

19. OPERATOR LICENSE NO.: 16186793
20. STATE: PA
21. SEX: M
22. D.O.B.: 9-25-53
23. LEGALLY PARKED
24. ILLEGALLY PARKED
25. HIT & RUN
26. NAME: JEFFREY ALBERT JONES
ADDRESS: RD 3 BOX 242 MOSCOW PA 18444
27. OWNER NAME: BELL TELEPHONE CO OF PENNA
ADDRESS: 210 PINE ST HARRISBURG PA 17101
28. VEHICLE TITLE NO.: A-2685-7970
29. YEAR: 1975
30. MAKE: FORD
31. MODEL: TK
32. VEHICLE REGISTRATION NO.: CA66352
33. STATE: PA
34. INSURANCE COMPANY NAME: BELL OF PENNA INS CO
37. TOWED TO: DRIVEN AWAY
39. TRAILER (MAKE, MODEL, TYPE):
35. INS. CO. CODE:
36. INS. POLICY NUMBER:
38. TOWED BY: OPERATOR
40. TRAILER REGISTRATION NO.: STATE:
41. OWNER OF TRAILER: H
ADDRESS:

UNIT NO 2

19. OPERATOR LICENSE NO.: PEDESTRIAN
20. STATE: PA
21. SEX: M
22. D.O.B.: 63 YRS OLD
23. LEGALLY PARKED
24. ILLEGALLY PARKED
25. HIT & RUN
26. NAME: MICHAEL HUMPHRY
ADDRESS: 237 MARKET ST MOSCOW PA 18444
27. OWNER NAME:
ADDRESS:
28. VEHICLE TITLE NO.:
29. YEAR:
30. MAKE:
31. MODEL:
32. VEHICLE REGISTRATION NO.:
33. STATE:
34. INSURANCE COMPANY NAME:
37. TOWED TO:
39. TRAILER (MAKE, MODEL, TYPE):
35. INS. CO. CODE:
36. INS. POLICY NUMBER:
38. TOWED BY:
40. TRAILER REGISTRATION NO.:
STATE:
41. OWNER OF TRAILER: H
ADDRESS: SECRETARY'S OFFICE

RECEIVED
MAY 21 1987
Public Utility Commission

42. DESCRIPTION OF DAMAGED PROPERTY:
OWNER:

PRINCIPAL ROAD

43. ROUTE NO. OR STREET NAME: ROUTE 435
44. SPEED LIMIT: 25
45. CIRCLE IF ONE WAY: N S E W

INTERSECTING ROAD

46. ROUTE NO. OR STREET NAME: ROUTE 690
47. SPEED LIMIT: 35

IF NOT AT INTERSECTION
48. NEAREST CROSS ROUTE OR STATION-MILEPOST NO.:
49. DIRECTION FROM ACCIDENT SITE: N S E W
50. DISTANCE FROM ACCIDENT SITE: ____ FT. ____ MI.
51. WAS DISTANCE [ ] MEASURED? [ ] ESTIMATED?

52. ILLUMINATION: 3
1 - DAWN OR DUSK
2 - DAYLIGHT
3 - DARK (ST. LIGHTS ON)
4 - DARK (NO ST. LIGHTS)

53. WEATHER: 6
0 - NO ADVERSE COND.
1 - RAINING
2 - SLEET, HAIL, ETC.
3 - SNOWING
4 - FOG, SMOKE, ETC.
5 - RAINING AND FOGGY

54. ROAD SURFACE: 1
1 - DRY
2 - WET
3 - MUDDY
4 - SNOW OR ICE

55. TRAFFIC CONTROL DEVICE TYPE
PRIN. ROAD: 0
INT. ROAD: 8
0 - NO CONTROLS
1 - FLASHING TRAFFIC SIGNAL
2 - TRAFFIC SIGNAL
3 - STOP SIGN
4 - YIELD SIGN
5 - RR CROSSING CONTROLS
6 - POLICE OFFICER OR FLAGMAN
7 - FLASHING SCHOOL ZONE SIGN
8 - OTHER

56. WITNESS NAME: KATHY A OBAROSKI
ADDRESS: R.D. 4 MOSCOW PA 18444
WITNESS NAME: THOMAS H FRABLE
ADDRESS: 135 LINCOLN ST MOSCOW PA 18444

57. INJURED TAKEN TO: C.M.C. HOSPITAL
BY: MOSCOW FIRE CO

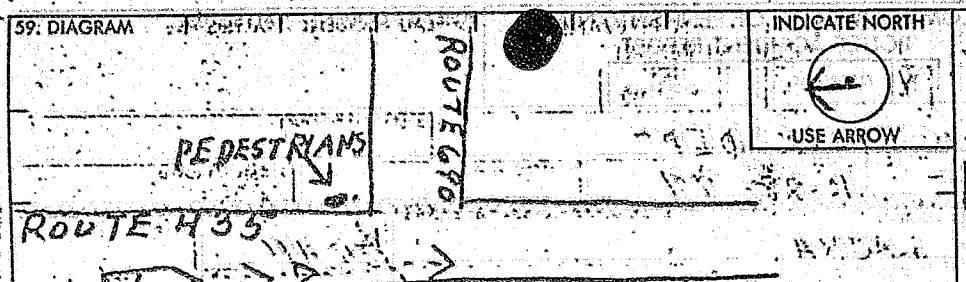
58. USE CODES ON OVERLAY SHEET TO COMPLETE BLOCKS A THRU N OF THIS SECTION

A	B	C	D	E	F	G	NAME	ADDRESS	H	I	J	K	L	M	N
1	16	M	24	0	0	0	JEFFREY A JONES	RD3 BOX 242 MOSCOW PA	N	0				0	0
2	16	M	63	0	0	0	MICHAEL HUMPHRY	237 MARKET ST MOSCOW PA	N	3	08	02	C	6	2

AA-45 (7-77)

INVESTIGATING AGENCY USE

59. DIAGRAM

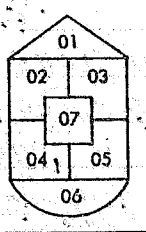


VEHICLE NUMBER: 1

61. AUTO/TRUCK BODY TYPE: 08

01 - CONVERTIBLE
02 - 2 DR HARDTOP
03 - 4 DR HARDTOP
04 - 2 DR SEDAN
05 - 4 DR SEDAN
06 - STA. WAGON
07 - LIMOUSINE
08 - OTHER AUTO
11 - JEEP, ETC.
12 - PICK-UP
13 - VAN (NOT MOVING VAN OR HORSE VAN)
14 - TOW TRUCK
15 - OTHER SINGLE UNIT
16 - TRACTOR (CAB ONLY)
17 - TRACTOR TRAILER
18 - OTHER TRUCK

62. INITIAL POINT OF IMPACT: 01



00 - NONE
07 - TOP
08 - UNDERCARRIAGE
09 - TOWED UNIT
99 - UNKNOWN

63. VEHICLE DAMAGE SEVERITY: 0

0 - NONE
1 - LIGHT
2 - MODERATE
3 - SEVERE

64. WAS TOWING REQUIRED?: 0

0 - NO
1 - YES

65. ESTIMATED TRAVEL SPEED: 25

00 - NONE (STOPPED/PARKED)
01-97 - CODE ACTUAL SPEED
98-98 OR GREATER
99 - UNKNOWN

66. VEHICLE GRADIENT: 2

1 - LEVEL ROADWAY
2 - UPHILL
3 - DOWN HILL

67. SPECIAL USAGE: 00

00 - NONE
01 - PUPIL TRANSPORT
02 - FIRE VEHICLE
03 - AMBULANCE
04 - OTHER EMERGENCY VEHICLE
05 - STATE POLICE VEHICLE
06 - PENN DOT VEHICLE
07 - OTHER STATE GOV'T. VEHICLE
08 - MUNICIPAL POLICE VEHICLE
09 - OTHER MUNICIPAL GOV'T VEHICLE
10 - FEDERAL GOV'T VEHICLE
11 - TAXI
12 - TOWING CAR
13 - TOWING TRUCK
14 - TOWING UTILITY TRAILER
15 - TOWING MOBILE/MODULAR HOME
16 - TOWING CAMPER

68. HAZARDOUS SUBSTANCE TYPE - FROM PLACARD - : 00

00 - NOT APPLICABLE
01 - NON-FLAMMABLE GAS
02 - COMBUSTIBLE
03 - ORGANIC PEROXIDE
04 - CORROSIVE
05 - EXPLOSIVE "A"
06 - OXYGEN
07 - POISON
08 - EXPLOSIVE "B"
09 - CHLORINE
10 - OXIDIZER
11 - POISON GAS
12 - FUEL OIL
13 - DANGEROUS
14 - RADIOACTIVE
15 - FLAMMABLE SOLID - W
16 - FLAMMABLE
17 - FLAMMABLE GAS
18 - FLAMMABLE SOLID
19 - GASOLINE
98 - OTHER/NOT SIGNED

60. NARRATIVE

KATHY A OBAROSKI STATEMENT I WAS HEADING WEST ON ROUTE 690 AND STOPPED FOR STOP SIGN, I PULLED OUT AND SAW KIDS DASH ACROSS THE ST. THE TRUCK COMING DOWN THE HILL SLAMMED ON HIS BRAKES AND HIT THE BOY. THERE WERE TWO BOYS WHO CROSSED THE ST.

THOMAS H FRABLE STATEMENT, I SAW THE TWO BOYS ON THE CURB, FIRST ONE RAN ACROSS THE ST, THEN THE OTHER BOY RAN ACROSS THE STREET AND IT LOOKED LIKE HE TRIED TO BEAT THE TRUCK ACROSS THE STREET AND HE WAS HIT BY TRUCK.

STATEMENT OF OPERATOR I CAME OVER THE HILL THEN SAW THE BOYS RUNNING ACROSS THE STREET, I SLAMMED ON THE BRAKES, BUT COULD NOT STOP IN TIME AND HIT THE BOY.

OFFICER MEASURED BRAKE MARKS ON HIGHWAY WAS 81 FEET.

69. VIOLATIONS INDICATED UNIT NO. 1	70. CITATION(S) UNIT NO. 1	71. CITATION REPORT NO.(S)
NONE	NONE	
72. VIOLATIONS INDICATED UNIT NO. 2	73. CITATION(S) UNIT NO. 2	74. CITATION REPORT NO.(S)

FOR ALCOHOL TEST TYPES - BLOCKS 76 AND 79 USE THE FOLLOWING CODES:
1 - BLOOD
2 - BREATH
3 - URINE
4 - TEST REFUSED
8 - OTHER CHEMICAL

81. IS THE INVESTIGATION COMPLETE?

75. NAME	76. TYPE	77. RESULT	78. NAME	79. TYPE	80. RESULT
		0. ___ %			0. ___ %

AA-45 (9-70)
COMMONWEALTH OF PENNSYLVANIA
Department of Transportation
Bureau of Accident Analysis

POLICE ACCIDENT REPORT

RETURN TO:
PA. DEPT. OF TRANSPORTATION
BUREAU OF ACCIDENT ANALYSIS
HARRISBURG, PA. 17123

1. MUNICIPALITY: MOSCOW PA 18444 | 2. CODE: 35-411
3. DISTRICT: 35 | 4. REPORT NO.: 354 | 5. DATE: JUNE 22 - 1976
6. INVESTIGATOR: JAMES HOOVER | 7. BADGE NUMBER: SGT.

TIME
8. DAY OF WEEK: TUESDAY | 9. HOUR (EST): 6:50 A.M. | 10. DATE OF ACCIDENT: 6-22 , 19 76 | 11. CHECK IF HIT-RUN: ☐
12. SEVERITY | ESTIMATED TOTAL DAMAGES: $ 1400 00 | NUMBER INJURED: NONE | NUMBER KILLED: NONE

VEHICLE NO. 1
13. OPERATOR'S NAME: LEE M BROWN | 14. OPERATOR'S NO. & STATE: 18488059 PA | 15. SEX: F | 16. D.O.B.: 10-7-57
17. STREET ADDRESS: RD 1 BOX 156 | CITY: GOULDSBORO | STATE: PA.
18. OWNER'S NAME: LAWRENCE BROWN | 19. VEHICLE (YEAR, MAKE, TYPE): 1974 DODGE CP | 20. REGISTRATION NO.: LL8-950 PA.
21. STREET ADDRESS: RD 2 | CITY: MOSCOW | STATE: PA 18444
22. OWNER OF TRAILER | 23. TRAILER (YEAR, MAKE) | 24. REGISTRATION NO.
25. STREET ADDRESS | CITY | STATE
26. VEHICLE REMOVED TO: DRIVEN AWAY | 27. BY: OPERATOR | 28. ESTIMATED DAMAGE $ 800

VEHICLE NO. 2
29. OPERATOR'S NAME: HOWARD HEATER JR | 30. OPERATOR'S NO. & STATE: 13770523 PA. | 31. SEX: M | 32. D.O.B.: 7-2-38
33. STREET ADDRESS: RD 1 | CITY: MOSCOW | STATE: PA 18444
34. OWNER'S NAME: HOWARD HEATER JR | 35. VEHICLE (YEAR, MAKE, TYPE): 1965 CHEV TK | 36. REGISTRATION NO.: CB11744 PA.
37. STREET ADDRESS: RD 1 | CITY: MOSCOW | STATE: PA 18444
38. OWNER OF TRAILER | 39. TRAILER (YEAR, MAKE) | 40. REGISTRATION NO.
41. STREET ADDRESS | CITY | STATE
42. VEHICLE REMOVED TO: DRIVEN AWAY | 43. BY: OPERATOR | 44. ESTIMATED DAMAGE $ 600

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Public Utility Commission

OTHER
43. PEDESTRIAN'S NAME | 46. SEX | 47. AGE | 48. CHECK ONE ☐ UNINJURED ☐ INJURED ☐ KILLED
49. STREET ADDRESS | CITY | STATE
50. NAME OF PROPERTY OWNER | 51. DESC. OF DAMAGED PROPERTY
52. ADDRESS | 53. ESTIMATED DAMAGE $

54. WEATHER: ☐ CLEAR ☐ FOGGY ☒ RAIN ☐ SNOW ☐ OTHER
55. ROADWAY: ☐ DRY ☐ ICY ☒ WET ☐ SNOWY ☐ OTHER | NO. LANES: 3 | WIDTH: 40 FT.

LOCATION
56. CITY-BOROUGH-TOWNSHIP: MOSCOW BORO | 57. COUNTY: LACKA | 58. ON: (STREET NAME OR HWY NO.): MAIN ST or 435 | 59. ZONE: 4
60. AT INTERSECTION WITH: RT 690 | 61. IF NOT AT INTERSECTION: ☐ N ☐ S ☐ E ☐ W FEET OF STATION MARKER - INTERSECTION - ETC.

OCCUPANTS

62. NAME	ADDRESS	AGE	SEX	INJURY	VEH. #	POSITION
LEE M BROWN	RD1 BOX 156 GOULDSBORO PA	18	F	N	1	1
BARBARA ARCOVITCH	BOX 145 MOSCOW PA	32	F	N	1	2
HOWARD HEATER JR	RD1 MOSCOW PA.	37	M	N	2	1

POSITION IN VEHICLE: DRIVER IS NO. 1

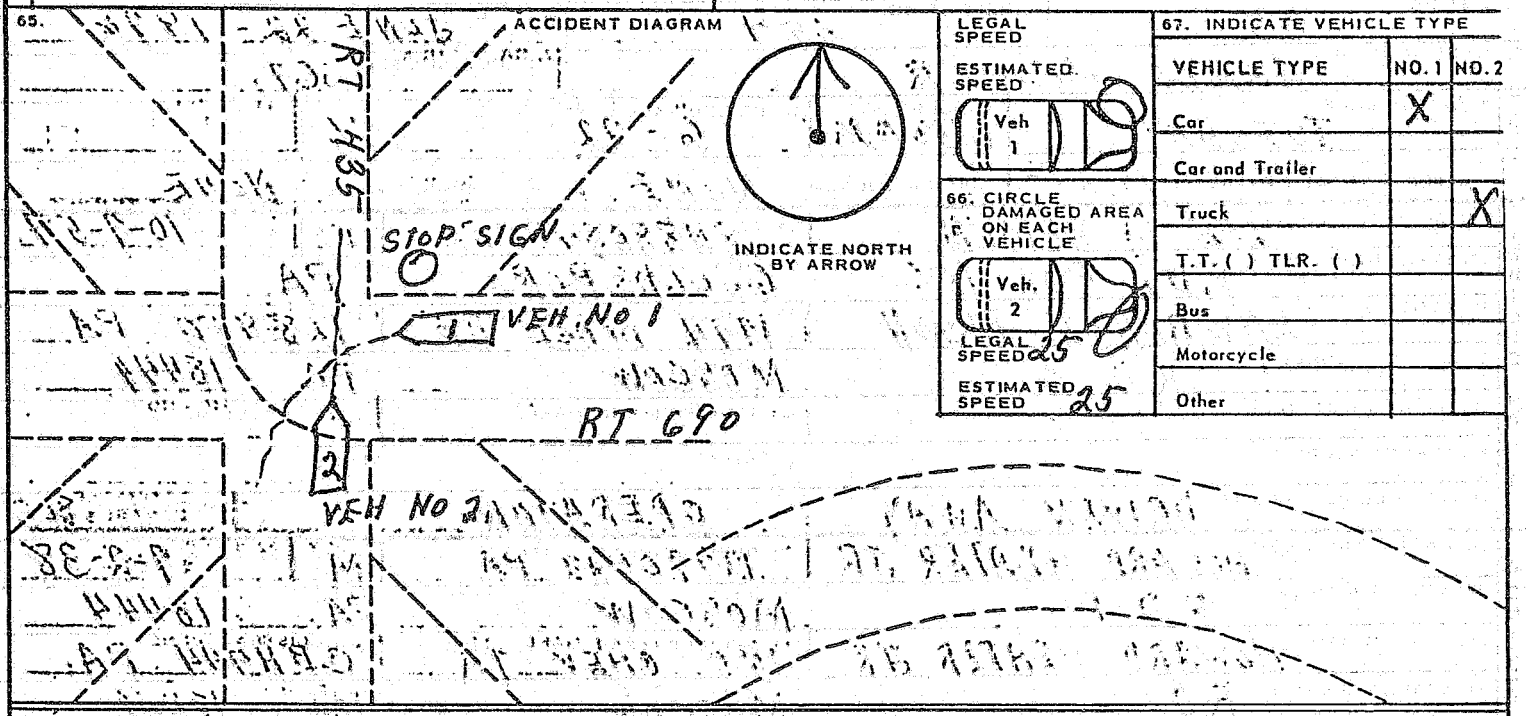
A-VISIBLE SIGNS OF INJURY, BLEEDING, DISTORTED MEMBER OR HAD TO BE REMOVED FROM SCENE
B-OTHER VISIBLE INJURY, BRUISES, SWELLING, LIMPING, ABRASIONS
C-NO VISIBLE INJURY, BUT COMPLAINT OF PAIN, DIZZINESS, ETC.
D-DEAD BEFORE COMPLETION OF REPORT
N-NO INJURY

63. INJURED TAKEN TO: NONE | BY:

AA-45 (9-70)

WITNESSES	64. NAME	ADDRESS

65. ACCIDENT DIAGRAM



LEGAL SPEED

ESTIMATED SPEED

66. CIRCLE DAMAGED AREA ON EACH VEHICLE

LEGAL SPEED 25

ESTIMATED SPEED 25

67. INDICATE VEHICLE TYPE

VEHICLE TYPE	NO. 1	NO. 2
Car	X	
Car and Trailer		
Truck		X
T.T. ( ) TLR. ( )		
Bus		
Motorcycle		
Other		

68. NARRATIVE

OPER - No 1 STATED THAT SHE STOPPED FOR STOP SIGN AND THEN POLLED OUT AND WAS HIT BY VEH No 2 WHICH WAS TRAVELING NORTH ON RT H35.

OPER No 2 STATED THAT AS HE APPROCHED THE INTERSECTION OF RT 690 VEH No 1 POLLED OUT IN FRONT OF HIM. OPER No 2 TRIED TO AVOID HITTING VEH No 1 BY GOING TO THE CENTER LANE, BUT SAW ANOTHER VEH WAITING IN SOUTH BOUND LANE TO MAKE LEFT TURN. HE SAID IT WAS TO HIT THE OTHER VEH, OR VEH No 1, WHICH HE DID HIT. SKID MARKS ABOUT 40 FT.

UPON INVESTIGATION THIS OFFICER DETERMANED THE SPEED OF VEH No 2 TO BE ABOUT 25 M.P.H. WHICH IS POSTED SPEED AS FOR VEH No 1 OFFICER FEELS THAT SHE SHOULD HAVE SEEN VEH No 1 AND YIELDED THE RIGHT OF WAY

69. VIOLATION (S) INDICATED

NO. 1 FAILURE TO YIELD NO. 2 NONE

ARRESTS

70. NAME OF PERSON (S) CHARGED
NONE

71. CHARGE (S)
NONE

72. ARREST REPORT NO. (S)

73. INVESTIGATING OFFICER'S SIGNATURE
Sgt James Hoover

Moscow Police Dept.

AA-45 (9-70)
COMMONWEALTH OF PENNSYLVANIA
Department of Transportation
Bureau of Accident Analysis

POLICE ACCIDENT REPORT

RETURN TO:
PA. DEPT. OF TRANSPORTATION
BUREAU OF ACCIDENT ANALYSIS
HARRISBURG, PA. 17123

1. MUNICIPALITY: MOSCOW BORO PA 18444 | 2. CODE: 35-411
3. DISTRICT: 35 | 4. REPORT NO.: 308 | 5. DATE: AUG 21-1975
6. INVESTIGATOR: FRANK KLEMBECKI | 7. BADGE NUMBER: 3

TIME
8. DAY OF WEEK: THURSDAY | 9. HOUR (EST): 9:10 P.M. | 10. DATE OF ACCIDENT: 8-21 19 75 | 11. CHECK IF HIT-RUN: ☐
12. SEVERITY | ESTIMATED TOTAL DAMAGES: $ 950.00 | NUMBER INJURED: NONE | NUMBER KILLED: NONE

VEHICLE NO. 1
13. OPERATOR'S NAME: JOSEPH A MCCORMICK | 14. OPERATOR'S NO. & STATE: 13185329 PA. | 15. SEX: M | 16. D.O.B.: 8-25-47
17. STREET ADDRESS: 10 CHESTER ST | CITY: ASHLEY | STATE: PA | 18706
18. OWNER'S NAME: JOSEPH A MCCORMICK | 19. VEHICLE (YEAR, MAKE, TYPE): 1972 CHEV SDN | 20. REGISTRATION NO.: TEMP W10-503 PA
21. STREET ADDRESS: 10 CHESTER ST | CITY: ASHLEY | STATE: PA. | 18706
22. OWNER OF TRAILER | 23. TRAILER (YEAR, MAKE) | 24. REGISTRATION NO.
25. STREET ADDRESS | CITY | STATE
26. VEHICLE REMOVED TO: DRIVEN AWAY | 27. BY: OPERATOR | 28. ESTIMATED DAMAGE $ 150.00

VEHICLE NO. 2
29. OPERATOR'S NAME: SHIRLEY MARIE FLYTE | 30. OPERATOR'S NO. & STATE: 13406006 PA. | 31. SEX: F | 32. D.O.B.: 6-14-1938
33. STREET ADDRESS: STEPHENS HEIGHTS RD 1 | CITY: MOSCOW | STATE: PA | 18444
34. OWNER'S NAME: WALTER G FLYTE | 35. VEHICLE (YEAR, MAKE, TYPE): V.W. SDN | 36. REGISTRATION NO.: 136-190 PA.
37. STREET ADDRESS: JANETTE ST. | CITY: MOSCOW | STATE: PA | 18444
38. OWNER OF TRAILER | 39. TRAILER (YEAR, MAKE) | 40. REGISTRATION NO.
41. STREET ADDRESS | CITY | STATE
42. VEHICLE REMOVED TO: DRIVEN | 43. BY: OPERATOR | 44. ESTIMATED DAMAGE $ 800

OTHER
43. PEDESTRIAN'S NAME | 46. SEX | 47. AGE | 48. CHECK ONE ☐ UNINJURED ☐ INJURED ☐ KILLED
49. STREET ADDRESS | CITY | STATE
50. NAME OF PROPERTY OWNER | 51. DESC. OF DAMAGED PROPERTY
52. ADDRESS | 53. ESTIMATED DAMAGE $

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Public Utility Commission

54. WEATHER: ☐ RAIN ☐ SNOW ☒ CLEAR ☐ FOGGY ☐ OTHER
55. ROADWAY: ☐ WET ☐ SNOWY ☒ DRY ☐ ICY ☐ OTHER | NO. LANES: 2 | WIDTH: 26 FT.

LOCATION
56. CITY-BOROUGH-TOWNSHIP: MOSCOW BORO | 57. COUNTY: LACKA | 58. ON: (STREET NAME OR HWY NO.) ROUTE 690 | 59. ZONE: 4
60. AT INTERSECTION WITH: ROUTE 435 | 61. IF NOT AT INTERSECTION: ☐ N ☐ S ☐ E ☐ W FEET OF STATION MARKER - INTERSECTION - ETC.

OCCUPANTS

62. NAME	ADDRESS	AGE	SEX	INJURY	VEH. #	POSITION
SHIRLEY FLYTE	STEPHENS HEIGHTS MOSCOW PA	39	F	N	2	1
BONNIE FLYTE	" " "	9	F	C	2	2
JOSEPH MC CORMICK	10 CHESTER ST ASHLEY PA	38	M	N	1	1
HAROLD SURA	38 COLUMBIA AVE ASHLEY PA	31	M	N	1	2
ANTHONY PIZZO	RD 2 MOSCOW PA	33	M	N	1	3

POSITION IN VEHICLE:

DRIVER IS NO. 1

A-VISIBLE SIGNS OF INJURY, BLEEDING, DISTORTED MEMBER OR HAD TO BE REMOVED FROM SCENE
B-OTHER VISIBLE INJURY, BRUISES, SWELLING, LIMPING, ABRASIONS
C-NO VISIBLE INJURY, BUT COMPLAINT OF PAIN, DIZZINESS, ETC.
D-DEAD BEFORE COMPLETION OF REPORT
N-NO INJURY

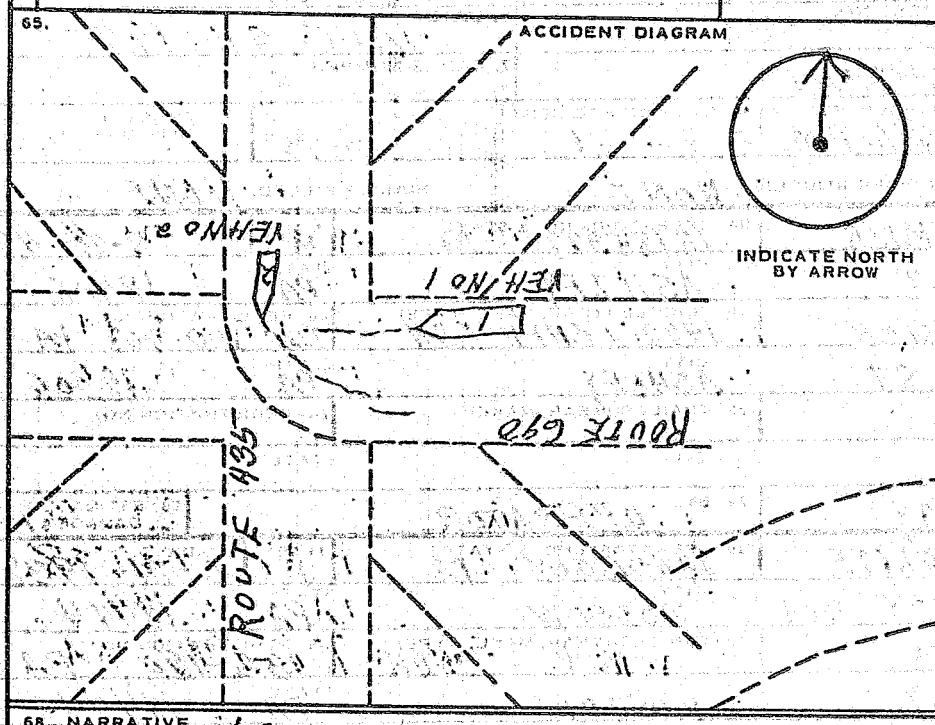
63. INJURED TAKEN TO: N/A | BY: N/A

AA-45 (9 70)

WITNESSES

64. NAME	ADDRESS
NONE	

65. ACCIDENT DIAGRAM



INDICATE NORTH BY ARROW

LEGAL SPEED

ESTIMATED SPEED

Veh 1

66. CIRCLE DAMAGED AREA ON EACH VEHICLE

Veh. 2

LEGAL SPEED

ESTIMATED SPEED

67. INDICATE VEHICLE TYPE

VEHICLE TYPE	NO. 1
Car	
Car and Trailer	
Truck	
T.T. ( ) TLR. ( )	
Bus	
Motorcycle	
Other	

68. NARRATIVE

VEH NO 1 STOPPED FOR STOP SIGN THEN PROCEEDED ONTO ROUTE 435 AND VEH NO 1 DID NOT SEE VEH NO 2 MAKING LEFT TURN ONTO ROUTE 690 FROM ROUTE 435 AND HIT VEH NO 2 IN LEFT MIDDLE OF VEH.

VEH NO 2 STATED THAT SHE SAW VEH NO 1 COMING AT HER VEH. PRIOR TO IMPACT, BUT COULD NOT DO ANYTHING TO AVOID ACCIDENT.

69. VIOLATION (S) INDICATED

NO. 1 NONE NO. 2 NONE

ARRESTS

70. NAME OF PERSON (S) CHARGED
NONE

71. CHARGE (S)
NONE

72. ARREST REPORT NO. (S)

73. INVESTIGATING OFFICER'S SIGNATURE
Frank R Reinbeck Moscow Police Dept.

AA-45 (9-80)
COMMONWEALTH OF PENNSYLVANIA
Department of Transportation
Bureau of Accident Analysis

POLICE ACCIDENT REPORT

RETURN TO:
PA. DEPT. OF TRANSPORTATION
BUREAU OF ACCIDENT ANALYSIS
HARRISBURG, PA. 17123

1. MUNICIPALITY: MOSCOW PA 18444 | 2. CODE: 35-411
3. DISTRICT: 35 | 4. REPORT NO.: 304 | 5. DATE: JULY 18- 1975
6. INVESTIGATOR: FRANK M KLEMBECKI | 7. BADGE NUMBER: 3

TIME
8. DAY OF WEEK: FRIDAY | 9. HOUR (EST): 7:15 PM | 10. DATE OF ACCIDENT: 7-18 , 19 75 | 11. CHECK IF HIT-RUN ☐

12. SEVERITY | ESTIMATED TOTAL DAMAGES: $ 650 00 | NUMBER INJURED: NONE | NUMBER KILLED: NONE

VEHICLE NO. 1

13. OPERATOR'S NAME: EDWARD CHARLES MILLER | 14. OPERATOR'S NO. & STATE: 16727050 PA | 15. SEX: M | 16. D.O.B.: 3-5-55
17. STREET ADDRESS: BOX 168 | CITY: CANADENSIS | STATE: PA. | 18325
18. OWNER'S NAME: EDWARD C. MILLER | 19. VEHICLE (YEAR, MAKE, TYPE): 1967 CHEV CP | 20. REGISTRATION NO.: 33K-170 PA.
21. STREET ADDRESS: BOX 168 | CITY: CANADENSIS | STATE: PA. | 18325
22. OWNER OF TRAILER | 23. TRAILER (YEAR, MAKE) | 24. REGISTRATION NO.
25. STREET ADDRESS | CITY | STATE
26. VEHICLE REMOVED TO: DRIVEN AWAY | 27. BY: OPERATOR | 28. ESTIMATED DAMAGE $ 300

VEHICLE NO. 2

29. OPERATOR'S NAME: THERESA S. JABLONSKI | 30. OPERATOR'S NO. & STATE: 13548815 PA | 31. SEX: F | 32. D.O.B.: 12-19-47
33. STREET ADDRESS: 1333 RUNDLE ST | CITY: SCRANTON | STATE: PA | 18504
34. OWNER'S NAME: THERESA S JABLONSKI | 35. VEHICLE (YEAR, MAKE, TYPE): 1973 BUICK CP | 36. REGISTRATION NO.: 48B-658- PA.
37. STREET ADDRESS: 1333 RUNDLE ST | CITY: SCRANTON | STATE: PA | 18504
38. OWNER OF TRAILER | 39. TRAILER (YEAR, MAKE) | 40. REGISTRATION NO.
41. STREET ADDRESS | CITY | STATE
42. VEHICLE REMOVED TO: DRIVEN AWAY | 43. BY: OPERATOR | 44. ESTIMATED DAMAGE $ 350 AC

OTHER

43. PEDESTRIAN'S NAME | 46. SEX | 47. AGE | 48. CHECK ONE ☐ UNINJURED ☐ INJURED ☐ KILLED
49. STREET ADDRESS | CITY | STATE
50. NAME OF PROPERTY OWNER | 51. DESC. OF DAMAGED PROPERTY
52. ADDRESS | 53. ESTIMATED DAMAGE $

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Public Utility Commission

54. WEATHER: ☐ RAIN ☐ SNOW ☒ CLEAR ☐ FOGGY ☐ OTHER
55. ROADWAY: ☐ WET ☐ SNOWY ☒ DRY ☐ ICY ☐ OTHER | NO. LANES: 3 | WIDTH: 38 FT.

LOCATION

56. CITY-BOROUGH-TOWNSHIP: MOSCOW BORO | 57. COUNTY: LACKA | 58. ON: (STREET NAME OR HWY NO.) ROUTE 435 | 59. ZONE: 4
60. AT INTERSECTION WITH: ROUTE 690 | 61. IF NOT AT INTERSECTION: ☐ N ☐ S ☐ E ☐ W FEET OF STATION MARKER - INTERSECTION - ETC.

OCCUPANTS

62. NAME	ADDRESS	AGE	SEX	INJURY	VEH. #	POSITION
EDWARD C MILLER	BOX 168 CANADENSIS PA.	20	M	N	1	1
PAUL S MILLER	BUCK HILL FALLS PA.	22	M	N	1	2
EZRA E KNOWLES	RD 1 MOSCOW PA	21	M	N	1	4
DAVID G JONES	RD 1 GOULDSBORO PA	20	M	N	1	3
THERESA JABLONSKI	1333 RUNDLE ST SCRANTON	28	F	N	2	1

POSITION IN VEHICLE: 3 1 / 4 2 — DRIVER IS NO. 1

A-VISIBLE SIGNS OF INJURY, BLEEDING, DISTORTED MEMBER OR HAD TO BE REMOVED FROM SCENE
B-OTHER VISIBLE INJURY, BRUISES, SWELLING, LIMPING, ABRASIONS
C-NO VISIBLE INJURY, BUT COMPLAINT OF PAIN, DIZZINESS, ETC.
D-DEAD BEFORE COMPLETION OF REPORT
N-NO INJURY

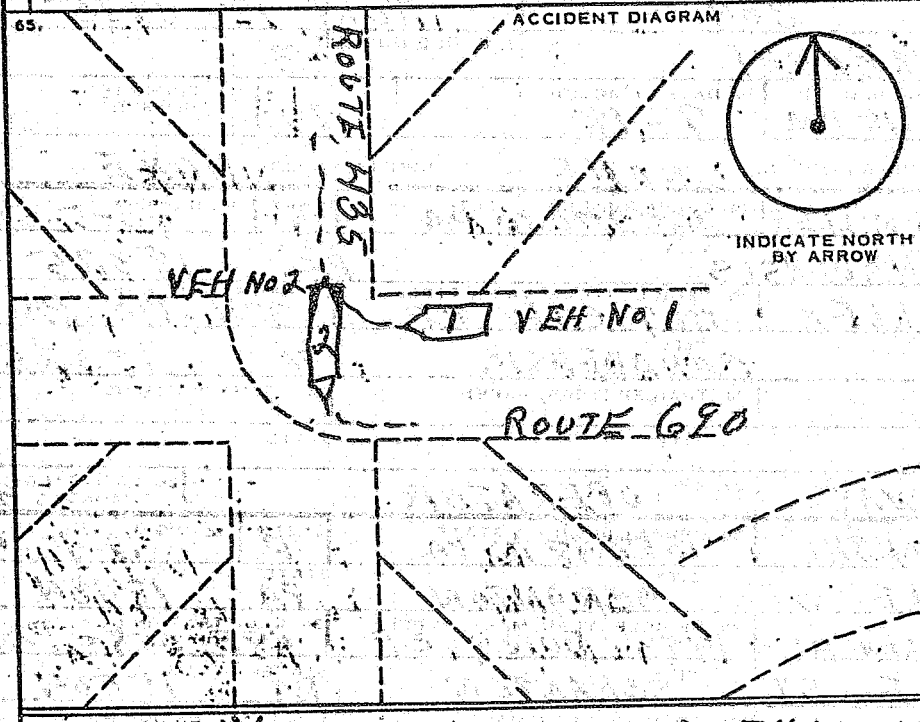
63. INJURED TAKEN TO: NONE | BY:

AA-45 (9 70)

WITNESSES

64. NAME	ADDRESS
JAMES HOOVER JR.	MOSCOW BORO POLICE

65. ACCIDENT DIAGRAM



LEGAL SPEED 25
ESTIMATED SPEED 10
Veh 1

66. CIRCLE DAMAGED AREA ON EACH VEHICLE

Veh. 2
LEGAL SPEED 25
ESTIMATED SPEED 5

67. INDICATE VEHICLE TYPE

VEHICLE TYPE	NO. 1
Car	X
Car and Trailer	
Truck	
T.T.( ) TLR. ( )	
Bus	
Motorcycle	
Other	

68 NARRATIVE

VEH No 1 STATED THAT HE DID NOT SEE VEH No 2 UNTIL HE STARTED TO PULL OUT ONTO RT 435

VEH No 2 STATED THAT SHE WAS TRAVELING ON ROUTE 435 AND WAS TURNING ONTO ROUTE 690, WHEN VEH No 1 STARTED TO PULL OUT ONTO ROUTE 435 AND HIT VEH No 2.

AS A RESULT OF THIS OFFICERS INVESTIGATION VEH 1 WAS PROSECUTED FOR FAILURE TO YIELD THE RIGHT OF W OFFICER JAMES HOOVER, WITNESSED ACCIDENT, WHILE OFF DUTY AND STATES THAT VEH No 1 DID NOT YIELD TO VEH No 2 AT THE INTERSECTION. VEH No 2 ALSO CONCUR WITH THIS FACT.

69.. VIOLATION (S) INDICATED

NO. 1 FAILURE TO YIELD RIGHT OF WAY NO. 2 NONE

ARRESTS

70. NAME OF PERSON (S) CHARGED
EDWARD C MILLER

71. CHARGE (S)
1013

72 ARREST REPORT NO. (S

73. INVESTIGATING OFFICER'S SIGNATURE
Frank M Klembecki

Moscow Police Dept

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Public Utility Commission

Return to - Penna. Dept. of Revenue
Bureau of Traffic Safety
Harrisburg, Pa. 17123

POLICE ACCIDENT REPORT

1. MUNICIPALITY: MOSCOW PA. 2. CODE: 35-3053
3. DISTRICT: 35 4. REPORT NO.: 285 5. DATE: 3-12-1975
6. INVESTIGATOR: FRANK KLEMBECK 7. BADGE NO.: #3

TIME
8. DAY OF WEEK: WEDNESDAY
9. HOUR (EST): 11:30 PM
10. DATE OF ACCIDENT: MARCH 12, 1975
11. CHECK IF HIT-RUN: ☐
12. SEVERITY
ESTIMATED TOTAL DAMAGES: $ 165.00
NUMBER INJURED: NONE NUMBER KILLED: NONE

VEHICLE NO. 1

13. OPERATOR'S NAME: MAE SHAFFER
14. OPERATOR'S NO. & STATE: 08007737 PA
15. SEX: F
16. D.O.B.: 12-12-27
17. STREET ADDRESS: 316 BROOK ST
CITY: MOSCOW
STATE: PA 18444
18. OWNER'S NAME: FRANK SHAFFER
19. VEHICLE (YEAR, MAKE, TYPE): 1967 DODGE CP
20. REGISTRATION NO.: 5RR-269 PA.
21. STREET ADDRESS: 316 BROOK ST
CITY: MOSCOW
STATE: PA 18444
22. OWNER OF TRAILER
23. TRAILER (YEAR, MAKE)
24. REGISTRATION NO.
25. STREET ADDRESS
CITY
STATE
26. VEHICLE REMOVED TO: DRIVEN AWAY
27. BY: OPERATOR
28. ESTIMATED DAMAGE $ 150.00

VEHICLE NO. 2

29. OPERATOR'S NAME: MAJORIE A MILLER
30. OPERATOR'S NO. & STATE: 13762774 PA.
31. SEX: F
32. D.O.B.: 9-25-1927
33. STREET ADDRESS: BOX 111
CITY: LAKE WINOLA
STATE: PA 18625
34. OWNER'S NAME: MAJORIE A MILLER
35. VEHICLE (YEAR, MAKE, TYPE): 1963 CHEV SDN
36. REGISTRATION NO.: 29T-697 PA.
37. STREET ADDRESS: P.O. BOX 111
CITY: LAKE WINOLA.
STATE: PA 18625
38. OWNER OF TRAILER
39. TRAILER (YEAR, MAKE)
40. REGISTRATION NO.
41. STREET ADDRESS
CITY
STATE
42. VEHICLE REMOVED TO: DRIVEN AWAY
43. BY: OPERATOR
44. ESTIMATED DAMAGE $ 15.00

OTHER

43. PEDESTRIAN'S NAME
46. SEX
47. AGE
48. CHECK ONE ☐ UNINJURED ☐ INJURED ☐ KILLED
49. STREET ADDRESS
CITY
STATE
50. NAME OF PROPERTY OWNER
51. DESC. OF DAMAGED PROPERTY
52. ADDRESS
53. ESTIMATED DAMAGE $

54. WEATHER: ☒ RAIN ☐ SNOW ☐ CLEAR ☐ FOGGY ☐ OTHER
55. ROADWAY: ☒ WET ☐ SNOWY ☐ DRY ☐ ICY ☐ OTHER
NO. LANES: 3 WIDTH: 35 FT.

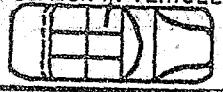
LOCATION

56. CITY-BOROUGH-TOWNSHIP: MOSCOW BORO
57. COUNTY: LACKA.
58. ON: (STREET NAME OR HWY NO.): RT 435
59. ZONE: 4
60. AT INTERSECTION WITH: ROUTE 690
61. IF NOT AT INTERSECTION: ☐ N ☐ S ☐ E ☐ W FEET OF STATION MARKER - INTERSECTION - ETC.

OCCUPANTS

62. NAME	ADDRESS	AGE	SEX	INJURY	VEH. #	POSITION
MAE SHAFFER	316 BROOK ST MOSCOW PA.	38	F	N	1	1
MAJORIE A MILLER	BOX 111 LAKE WINOLA	37	F	N	2	1

POSITION IN VEHICLE



DRIVER IS NO. 1

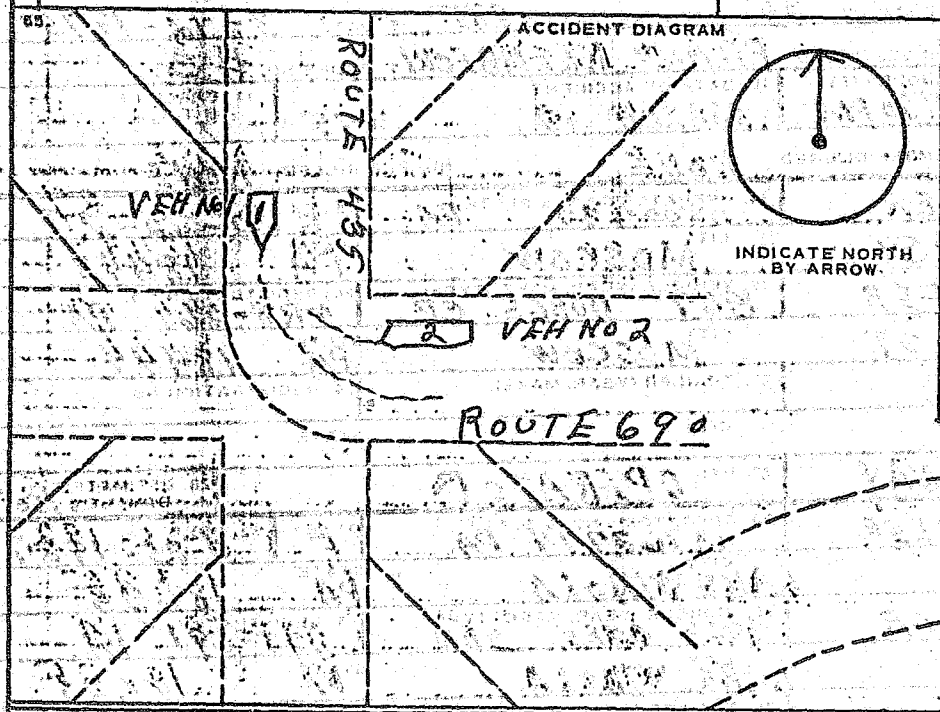
A-VISIBLE SIGNS OF INJURY, BLEEDING, DISTORTED MEMBER OR HAD TO BE REMOVED FROM SCENE
B-OTHER VISIBLE INJURY, BRUISES, SWELLING, LIMPING, ABRASIONS
C-NO VISIBLE INJURY, BUT COMPLAINT OF PAIN, DIZZINESS, ETC.
D-DEAD BEFORE COMPLETION OF REPORT
N-NO INJURY

63. INJURED TAKEN TO: NONE

BY:

WITNESSES	64. NAME	ADDRESS
	NONE	

65. ACCIDENT DIAGRAM



LEGAL SPEED 25
ESTIMATED SPEED 20
Veh 1

66. CIRCLE DAMAGED AREA ON EACH VEHICLE
Veh 2
LEGAL SPEED 25
ESTIMATED SPEED 5

67. INDICATE VEHICLE TYPE

VEHICLE TYPE	NO. 1	NO.
Car	X	X
Car and Trailer		
Truck		
T.T. ( ) TLR. ( )		
Bus		
Motorcycle		
Other		

68 NARRATIVE

VEH NO 1 STATED SHE WAS GOING SOUTH ON ROUTE 435 WAS ABOUT TO MAKE LEFT HAND TURN THROUGH UNDER PASS OF RAILROAD, WHEN VEH NO 2 PULLED OUT OF ROUTE 690 AND HIT HER VEH.

VEH NO 2 STATED SHE HAD AN ARGUEMENT WITH HER HUSBAND AND WAS NOT PAYING ATTENTION TO HER DRIVING

AS A RESULT OF THIS OFFICERS INVESTIGATION, THERE WAS NO PROSECUTION, BECAUSE OF MINIMAL DAMAGE TO VEHICLES. OPERATOR OF VEH NO 2 WAS MINIMALLY INTOXICATED AT SCENE AND HER LICENSE & REGISTRATION WERE HELD BY THIS OFFICER UNTIL HER SON CAME TO DRIVE HER VEHICLE

69. VIOLATION (S) INDICATED

NO. 1 NONE NO. 2 FAILURE TO YIELD RIGHT OF WAY

ARRESTS	
70. NAME OF PERSON (S) CHARGED	NONE
71. CHARGE (S)	NONE
72. ARREST REPORT NO. (S)	
73. INVESTIGATING OFFICER'S SIGNATURE	Frank Klembeck
	Moreau Police Dept

RTS-45 (8-65)

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Public Utility Commission

Return to - Penna. Dept. of Revenue
Bureau of Traffic Safety
Harrisburg, Pa. 17123

POLICE ACCIDENT REPORT

1. MUNICIPALITY: MOSCOW PA. 2. CODE: 35-3053
3. DISTRICT: 35 4. REPORT NO.: 274 5. DATE: 1-2-75
6. INVESTIGATOR: FRANK KLEMBECH BADGE NO.: #3

TIME
8. DAY OF WEEK: THURSDAY
9. HOUR (EST.): 8:40 P.M.
10. DATE OF ACCIDENT: JAN 2, 1975
11. CHECK IF HIT-RUN: ☐
12. SEVERITY — ESTIMATED TOTAL DAMAGES: $ 1000.00
NUMBER INJURED: 2 NUMBER KILLED: NONE

VEHICLE NO. 1

13. OPERATOR'S NAME: LEO MOTTER
14. OPERATOR'S NO. & STATE: 01174740 PA
15. SEX: M
16. D.O.B.: 8-5-1922
17. STREET ADDRESS: 340 MAIN ST — CITY: MOSCOW — STATE: PA — 18444
18. OWNER'S NAME: LEO MOTTER
19. VEHICLE (YEAR, MAKE, TYPE): CHRY SDN
20. REGISTRATION NO.: QA6-446 PA.
21. STREET ADDRESS: 340 MAIN ST — CITY: MOSCOW — STATE: PA 18444
22. OWNER OF TRAILER
23. TRAILER (YEAR, MAKE)
24. REGISTRATION NO.
25. STREET ADDRESS — CITY — STATE
26. VEHICLE REMOVED TO: STEPHENS GARAGE
27. BY: TOWED
28. ESTIMATED DAMAGE $ 1000

VEHICLE NO. 2

29. OPERATOR'S NAME
30. OPERATOR'S NO. & STATE
31. SEX
32. D.O.B.
33. STREET ADDRESS — CITY — STATE
34. OWNER'S NAME
35. VEHICLE (YEAR, MAKE, TYPE)
36. REGISTRATION NO.
37. STREET ADDRESS — CITY — STATE
38. OWNER OF TRAILER
39. TRAILER (YEAR, MAKE)
40. REGISTRATION NO.
41. STREET ADDRESS — CITY — STATE
42. VEHICLE REMOVED TO:
43. BY:
44. ESTIMATED DAMAGE $

OTHER

43. PEDESTRIAN'S NAME
46. SEX
47. AGE
48. CHECK ONE ☐ UNINJURED ☐ INJURED ☐ KILLED
49. STREET ADDRESS — CITY — STATE
50. NAME OF PROPERTY OWNER
51. DESC. OF DAMAGED PROPERTY
52. ADDRESS
53. ESTIMATED DAMAGE $

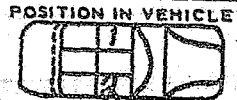
54. WEATHER: ☐ RAIN ☐ SNOW ☒ CLEAR ☐ FOGGY ☐ OTHER
55. ROADWAY: ☐ WET ☐ SNOWY ☐ DRY ☒ ICY ☐ OTHER — NO. LANES: 2 WIDTH: 26 FT.

LOCATION

56. CITY-BOROUGH-TOWNSHIP: MOSCOW BORO
57. COUNTY: LACKA
58. ON: (STREET NAME OR HWY NO.): ROUTE 690
59. ZONE: 4
60. AT INTERSECTION WITH:
61. IF NOT AT INTERSECTION: 20 FEET ☐ N ☐ S ☒ E ☐ W OF ROUTE 435 STATION MARKER - INTERSECTION - ETC.

OCCUPANTS

62. NAME	ADDRESS	AGE	SEX	INJURY	VEH. #	POSITION
LEO MOTTER	340 MAIN ST MOSCOW PA	52	M	A	1	1
JOHN M COTTLE	138 MARKET ST MOSCOW PA	28	M	B	1	2

POSITION IN VEHICLE  DRIVER IS NO. 1

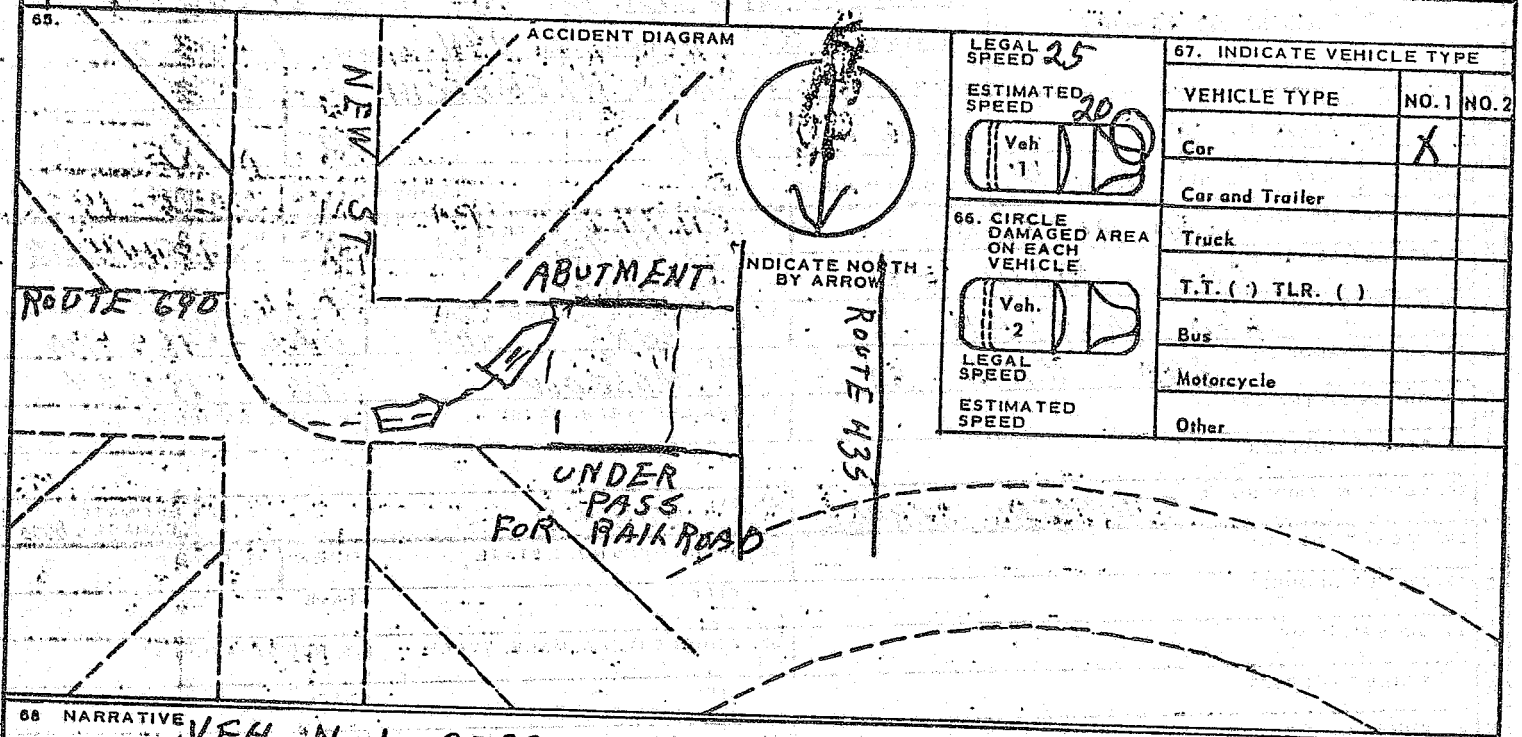
A-VISIBLE SIGNS OF INJURY, BLEEDING, DISTORTED MEMBER OR HAD TO BE REMOVED FROM SCENE
B-OTHER VISIBLE INJURY, BRUISES, SWELLING, LIMPING, ABRASIONS
C-NO VISIBLE INJURY, BUT COMPLAINT OF PAIN, DIZZINESS, ETC.
D-DEAD BEFORE COMPLETION OF REPORT
N-NO INJURY

63. INJURED TAKEN TO: CMC HOSPITAL MOSCOW FIRE CO
BY:

WITNESSES

64. NAME: NONE — ADDRESS:

65. ACCIDENT DIAGRAM



LEGAL SPEED 25
ESTIMATED SPEED 20
Veh. 1

66. CIRCLE DAMAGED AREA ON EACH VEHICLE
Veh. 2
LEGAL SPEED
ESTIMATED SPEED

67. INDICATE VEHICLE TYPE

VEHICLE TYPE	NO. 1	NO. 2
Car	X	
Car and Trailer		
Truck		
T.T. ( ) TLR. ( )		
Bus		
Motorcycle		
Other		

68 NARRATIVE

VEH No 1, OPER STATED AT HOSPITAL THAT THE GAS PEDAL STUCK TO FLOOR JUST AS HIS VEH. WAS ABOUT TO COME OFF ICY PART OF ROAD, THUS CAUSING HIS CAR TO RAM HEAD ON INTO UNDER PASS ABUTMENT.

PASSENGER IN VEH. STATED THAT VEH. WAS SLIPPING ON ICE, HIT THE STREET CURB WITH RIGHT REAR TIRE THEN TRAVELED FORWARD HITTING THE UNDER PASS WALL.

AS A RESULT OF THIS OFFICERS INVESTIGATION, NO CHARGES ARE BROUGHT AGAINST VEH No 1 AND NO VIOLATIONS OF LAW ARE INDICATED. ACCIDENT APPEARS TO BE CAUSED BY MECHANICAL FAILURE OF VEH. AS STATED BY OPER. #1 AND PASSENGER.

69.. VIOLATION (S) INDICATED

NO. 1 NONE — NO. 2 NONE

ARRESTS

70. NAME OF PERSON (S) CHARGED: NONE

71. CHARGE (S): NONE

72. ARREST REPORT NO. (S)

73. INVESTIGATING OFFICER'S SIGNATURE: Frank Kleinbeck — Moscow Police

RTS-45 (8-65)

Return to - Penna. Dept. of Revenue
Bureau of Traffic Safety
Harrisburg, Pa. 17123

POLICE ACCIDENT REPORT

1. MUNICIPALITY: MOSCOW PA 2. CODE: 35-3053
3. DISTRICT: 35 4. REPORT NO.: 259 5. DATE: 10-19-1974
6. INVESTIGATOR: JOHN S ORLOSKI 7. BADGE NO.: CHIEF

TIME
8. DAY OF WEEK: SATURDAY
9. HOUR (EST): 2115 PM
10. DATE OF ACCIDENT: 10-19, 19 74
11. CHECK IF HIT-RUN: ☐
12. SEVERITY
ESTIMATED TOTAL DAMAGES: $ 400 00
NUMBER INJURED: NONE NUMBER KILLED: NONE

VEHICLE NO. 1
13. OPERATOR'S NAME: FRANK SPUDENO
14. OPERATOR'S NO. & STATE: 039 06623 PA
15. SEX: M
16. D.O.B.: 3-22-191
17. STREET ADDRESS: R D 1
CITY: MOSCOW STATE: PA 18444
18. OWNER'S NAME: FRANK SPUDENO
19. VEHICLE (YEAR, MAKE, TYPE): 1967 INT TRUCK
20. REGISTRATION NO.: CE 95 900 PA.,
21. STREET ADDRESS: RD 1
CITY: MOSCOW STATE: PA 18444
22. OWNER OF TRAILER
23. TRAILER (YEAR, MAKE)
24. REGISTRATION NO.
25. STREET ADDRESS
CITY STATE
26. VEHICLE REMOVED TO: DRIVEN AWAY
27. BY: OPERATOR
28. ESTIMATED DAMAGE $ 150

VEHICLE NO. 2
29. OPERATOR'S NAME: JOHN J PIGOTT
30. OPERATOR'S NO. & STATE: P042591873468591S N.Y.
31. SEX: M.
32. D.O.B.: 9-12-1948
33. STREET ADDRESS: 912 MONROE AVE
CITY: ROCHESTER STATE: N.Y. 14620
34. OWNER'S NAME: JOHN J PIGOTT
35. VEHICLE (YEAR, MAKE, TYPE): 1974 DODGE VAN TR
36. REGISTRATION NO.: 292-THH NY
37. STREET ADDRESS: 912 MONROE AVE
CITY: ROCHESTER STATE: NY 14620
38. OWNER OF TRAILER
39. TRAILER (YEAR, MAKE)
40. REGISTRATION NO.
41. STREET ADDRESS
CITY STATE
42. VEHICLE REMOVED TO: DRIVEN AWAY
43. BY: OPERATOR
44. ESTIMATED DAMAGE $ 250

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OTHER
43. PEDESTRIAN'S NAME
46. SEX 47. AGE 48. CHECK ONE ☐ UNINJURED ☐ INJURED ☐ KILLED
49. STREET ADDRESS
CITY STATE
50. NAME OF PROPERTY OWNER
51. DESC. OF DAMAGED PROPERTY
52. ADDRESS
53. ESTIMATED DAMAGE $

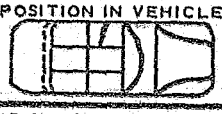
54. WEATHER: ☐ RAIN ☐ SNOW ☒ CLEAR ☐ FOGGY ☐ OTHER
55. ROADWAY: ☐ WET ☐ SNOWY ☒ DRY ☐ ICY ☐ OTHER
NO. LANES: 3 WIDTH: 38 FT.

LOCATION
56. CITY-BOROUGH-TOWNSHIP: MOSCOW BORO
57. COUNTY: LACKA.
58. ON: (STREET NAME OR HWY NO.): ROUTE 435
59. ZONE: 4
60. AT INTERSECTION WITH: ROUTE 690
61. IF NOT AT INTERSECTION: ☐ N ☐ S ☐ E ☐ W FEET OF STATION MARKER - INTERSECTION - ETC

OCCUPANTS

62. NAME	ADDRESS	AGE	SEX	INJURY	VEH. #	POSITI
FRANK SPUDENO	R.D. 1 MOSCOW PA	56	M	N	1	1
JOHN J PIGOTT	912 MONROE AVE. ROCHESTER NY	26	M	N	2	1

POSITION IN VEHICLE



DRIVER IS NO. 1

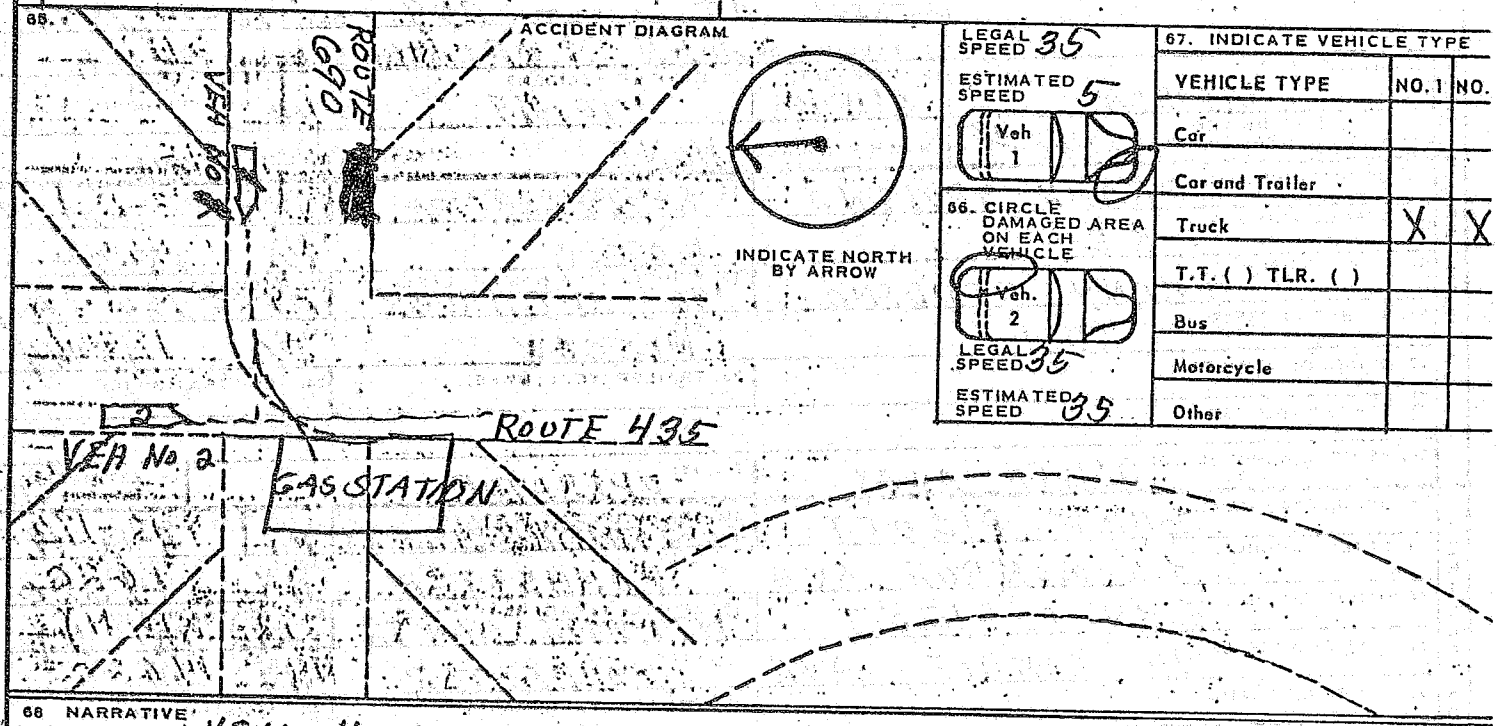
A-VISIBLE SIGNS OF INJURY, BLEEDING, DISTORTED MEMBER OR HAD TO BE REMOVED FROM SCENE
B-OTHER VISIBLE INJURY, BRUISES, SWELLING, LIMPING, ABRASIONS
C-NO VISIBLE INJURY, BUT COMPLAINT OF PAIN, DIZZINESS, ETC.
D-DEAD BEFORE COMPLETION OF REPORT
N-NO INJURY

63. INJURED TAKEN TO:
BY:

WITNESSES

64. NAME	ADDRESS
NONE	

65. ACCIDENT DIAGRAM



LEGAL SPEED 35
ESTIMATED SPEED 5
Veh 1

66. CIRCLE DAMAGED AREA ON EACH VEHICLE

LEGAL SPEED 35
ESTIMATED SPEED 35

67. INDICATE VEHICLE TYPE

VEHICLE TYPE	NO. 1	NO.
Car		
Car and Trailer		
Truck	X	X
T.T. ( ) TLR. ( )		
Bus		
Motorcycle		
Other		

68 NARRATIVE

VEH No 2 WAS HEADING SOUTH ON ROUTE 435. VEH No 1 WAS CROSSING ROUTE 435 OFF OF ROUTE 690 HEADING INTO GAS STATION TO GET GAS. VEH NO 1 SAID HE DID NOT KNOW WHERE VEH No 2 CAME FROM AND HE CAUGHT VEH No 2 IN REAR LEFT FENDER WITH HIS RIGHT SIDE OF BUMPER

69. VIOLATION (S) INDICATED

NO. 1 FAILURE TO YIELD RIGHT OF WAY

ARRESTS

70. NAME OF PERSON (S) CHARGED
NONE

71. CHARGE (S)
NONE

72. ARREST REPORT NO. (S)

73. INVESTIGATING OFFICER'S SIGNATURE
John L Alcock

Moscow Police

AA-45 (9-70)
COMMONWEALTH OF PENNSYLVANIA
Department of Transportation
Bureau of Accident Analysis

POLICE ACCIDENT REPORT

RETURN TO:
PA. DEPT. OF TRANSPORTATION
BUREAU OF ACCIDENT ANALYSIS
HARRISBURG, PA. 17123

1. MUNICIPALITY: MOSCOW PA.
2. CODE: 35-3053
3. DISTRICT: 35
4. REPORT NO.: 253
5. DATE: 8-30-74
6. INVESTIGATOR: FRANK KLEMBECKI
7. BADGE NUMBER: 43

TIME
8. DAY OF WEEK: FRIDAY
9. HOUR (EST): 2:35 PM
10. DATE OF ACCIDENT: 8-30, 19 74
11. CHECK IF HIT-RUN: ☐
12. SEVERITY — ESTIMATED TOTAL DAMAGES: $ 450.00
NUMBER INJURED: NONE
NUMBER KILLED: NONE

VEHICLE NO. 1
13. OPERATOR'S NAME: JOAN STOUT
14. OPERATOR'S NO. & STATE: 076-15296 PA
15. SEX: F
16. D.O.B.: 4-15-1933
17. STREET ADDRESS: RD1
CITY: MOSCOW
STATE: PA 18444
18. OWNER'S NAME: HENRY & JOAN STOUT
19. VEHICLE (YEAR, MAKE, TYPE): 70 FORD SDN
20. REGISTRATION NO.: H71-48 B PA.
21. STREET ADDRESS: RD1
CITY: MOSCOW
STATE: PA 18444
22. OWNER OF TRAILER
23. TRAILER (YEAR, MAKE)
24. REGISTRATION NO.
25. STREET ADDRESS
CITY
STATE
26. VEHICLE REMOVED TO: DRIVEN AWAY
27. BY: OPERATOR
28. ESTIMATED DAMAGE $ 250.00

VEHICLE NO. 2
29. OPERATOR'S NAME: ARTHUR R MORGAN
30. OPERATOR'S NO. & STATE: 0540 1141 PA
31. SEX: M
32. D.O.B.: 3-26-1925
33. STREET ADDRESS: RD3 BOX 171
CITY: MOSCOW
STATE: PA 18444
34. OWNER'S NAME: ARTHUR R MORGAN
35. VEHICLE (YEAR, MAKE, TYPE): FORD TRK
36. REGISTRATION NO.: CE47272 PA.
37. STREET ADDRESS: RD3 BOX 171
CITY: MOSCOW
STATE: PA 18444
38. OWNER OF TRAILER
39. TRAILER (YEAR, MAKE)
40. REGISTRATION NO.
41. STREET ADDRESS
CITY
STATE
42. VEHICLE REMOVED TO: DRIVEN AWAY
43. BY: OPERATOR
44. ESTIMATED DAMAGE $ 200.00

OTHER
45. PEDESTRIAN'S NAME
46. SEX
47. AGE
48. CHECK ONE ☐ UNINJURED ☐ INJURED ☐ KILLED
49. STREET ADDRESS
CITY
STATE
50. NAME OF PROPERTY OWNER
51. DESC. OF DAMAGED PROPERTY
52. ADDRESS
53. ESTIMATED DAMAGE $

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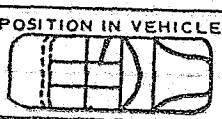
Public Utility Commission

54. WEATHER: ☐ CLEAR ☒ RAIN ☐ SNOW ☐ FOGGY ☐ OTHER
55. ROADWAY: ☒ WET ☐ DRY ☐ SNOWY ☐ ICY ☐ OTHER
NO. LANES: 3 WIDTH: 35 FT.

LOCATION
56. CITY-BOROUGH-TOWNSHIP: MOSCOW BORO
57. COUNTY: LACKA
58. ON: (STREET NAME OR HWY NO.): ROUTE 435
59. ZONE: 4
60. AT INTERSECTION WITH: ROUTE 690
61. IF NOT AT INTERSECTION: FEET ☐ N ☐ S ☐ E ☐ W OF STATION MARKER - INTERSECTION - ETC.

OCCUPANTS

62. NAME	ADDRESS	AGE	SEX	INJURY	VEH. #	POSITION
JOAN STOUT	RD1 MOSCOW PA.	41	F	N	1	1
ARTHUR R MORGAN	RD3 BOX171 MOSCOW PA.	49	M	N	2	1

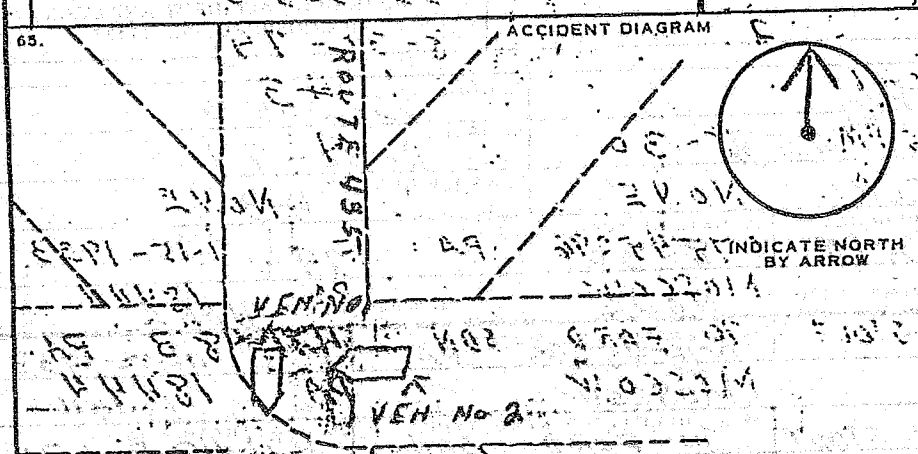
POSITION IN VEHICLE

DRIVER IS NO. 1

A-VISIBLE SIGNS OF INJURY, BLEEDING, DISTORTED MEMBER OR HAD TO BE REMOVED FROM SCENE
B-OTHER VISIBLE INJURY, BRUISES, SWELLING, LIMPING, ABRASIONS
C-NO VISIBLE INJURY, BUT COMPLAINT OF PAIN, DIZZINESS, ETC.
D-DEAD BEFORE COMPLETION OF REPORT
N-NO INJURY

63. INJURED TAKEN TO: NONE
BY:

64. NAME

65. ACCIDENT DIAGRAM



LEGAL SPEED 25
ESTIMATED SPEED 25
Veh. 1

66. CIRCLE DAMAGED AREA ON EACH VEHICLE
Veh. 2
LEGAL SPEED 25
ESTIMATED SPEED 10

67. INDICATE VEHICLE TYPE

VEHICLE-TYPE	NO. 1	NO.
Car	X	X
Car and Trailer		
Truck		
T.T. ( ) TLR. ( )		
Bus		
Motorcycle		
Other		

68 NARRATIVE

OPER No 1 STATES THAT SHE WAS HIT BY OPER No 2 VEHICLE AS HE ENTERED ONTO ROUTE 435

OPER No 2 STATES THAT HE HIT OPER No 1's VEHICLE AND SIMPLY DID NOT SEE HER IN TIME TO STOP.

AS A RESULT OF THIS OFFICER'S INVESTIGATION AT THE SCENE AND THE STATEMENTS OF BOTH PARTIES INVOLVED IN THIS ACCIDENT, NO PROSECUTIONS WERE BROUGHT AGAINST EITHER OPERATORS DUE TO CONDITIONS OF WEATHER AT THE TIME OF THE ACCIDENT (RAINY & CLOUDY) AND MINOR DAMAGE CAUSED TO EITHER VEHICLE

69. VIOLATION (S) INDICATED

NO. 1 NONE

NO. 2 FAILURE TO YIELD RIGHT OF WAY

ARRESTS

70. NAME OF PERSON (S) CHARGED
NONE

71. CHARGE (S)
NONE

72. ARREST REPORT NO. (S)

73. INVESTIGATING OFFICER'S SIGNATURE
Frank M. Kowalski

RTS-45 (8-65)

Return to - Penna. Dept. of Revenue
Bureau of Traffic Safety
Harrisburg, Pa. 17123

POLICE ACCIDENT REPORT

1. MUNICIPALITY: MOSCOW PA 2. CODE: 35-3053
3. DISTRICT: 35 4. REPORT NO.: 243 5. DATE: 7-9-1974
6. INVESTIGATOR: JAMES HOOVER 7. BADGE NO.: #2

TIME
8. DAY OF WEEK: TUESDAY
9. HOUR (EST): 11:45 AM
10. DATE OF ACCIDENT: 7-9, 19 74
11. CHECK IF HIT-RUN: ☐
12. SEVERITY
ESTIMATED TOTAL DAMAGES: $ 500 00
NUMBER INJURED: NONE NUMBER KILLED: NONE

VEHICLE NO. 1

13. OPERATOR'S NAME: JOYCE A GAUS
14. OPERATOR'S NO. & STATE: 12577290 PA.
15. SEX: F
16. D.O.B.: 11-20-1935
17. STREET ADDRESS: RD2 BOX 348
CITY: MOSCOW STATE: PA 18444
18. OWNER'S NAME: FREDERICK E GAUS
19. VEHICLE (YEAR, MAKE, TYPE): 1971 FORD SDN.
20. REGISTRATION NO.: 770-139 PA.
21. STREET ADDRESS: RD2
CITY: MOSCOW STATE: PA 18444
22. OWNER OF TRAILER
23. TRAILER (YEAR, MAKE)
24. REGISTRATION NO.
25. STREET ADDRESS
CITY STATE
26. VEHICLE REMOVED TO: DRIVEN AWAY
27. BY: OPERATOR
28. ESTIMATED DAMAGE $ 50 00

VEHICLE NO. 2

29. OPERATOR'S NAME: BERNARD NICZGODA
30. OPERATOR'S NO. & STATE: 01034938 PA.
31. SEX: M
32. D.O.B.: 8-5-1901
33. STREET ADDRESS: RD1
CITY: MOSCOW STATE: PA 18444
34. OWNER'S NAME: BERNARD NICZGODA.
35. VEHICLE (YEAR, MAKE, TYPE): 1971 CHEV CP
36. REGISTRATION NO.: LHI-912 PA.
37. STREET ADDRESS: RD1
CITY: MOSCOW STATE: PA. 18444
38. OWNER OF TRAILER
39. TRAILER (YEAR, MAKE)
40. REGISTRATION NO.
41. STREET ADDRESS
CITY STATE
42. VEHICLE REMOVED TO: DRIVEN AWAY
43. BY: OPERATOR
44. ESTIMATED DAMAGE $ 500 00

OTHER

43. PEDESTRIAN'S NAME
40. SEX 47. AGE 48. CHECK ONE ☐ UNINJURED ☐ INJURED ☐ KILLED
49. STREET ADDRESS
CITY STATE
50. NAME OF PROPERTY OWNER
51. DESC. OF DAMAGED PROPERTY
52. ADDRESS
53. ESTIMATED DAMAGE $

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SECRETARY'S OFFICE
Utility Commission

54. WEATHER: ☐ RAIN ☐ SNOW ☒ CLEAR ☐ FOGGY ☐ OTHER
55. ROADWAY: ☐ WET ☐ SNOWY ☒ DRY ☐ ICY ☐ OTHER
NO. LANES: 3 WIDTH: 36 FT.

LOCATION

56. CITY-BOROUGH-TOWNSHIP: MOSCOW BORO
57. COUNTY: LACKA.
58. ON: (STREET NAME OR HWY. NO.): ROUTE 435
59. ZONE: 4
60. AT INTERSECTION WITH: RT 690
61. IF NOT AT INTERSECTION: ☐ N ☐ S ☐ E ☐ W FEET OF STATION MARKER - INTERSECTION - ETC.

OCCUPANTS

62. NAME	ADDRESS	AGE	SEX	INJURY	VEH. #	POSITION
JOYCE A GAUS	RD2 MOSCOW PA.	38	F	N	1	1
KATHY BACINELL	RD1 MOSCOW PA.	10	F	N	1	2
DAWN GAUS	RD2 MOSCOW PA.	9	F	N	1	3
DOROTHY GAUS	RD2 MOSCOW PA.	15	F	N	1	4
GARY BACINELL	RD1 MOSCOW PA	15	M	M	1	5
BERNARD NICZGODA.	RD1 MOSCOW PA.	73		M	2	1

POSITION IN VEHICLE (4 1 / 5 2 3) DRIVER IS NO. 1

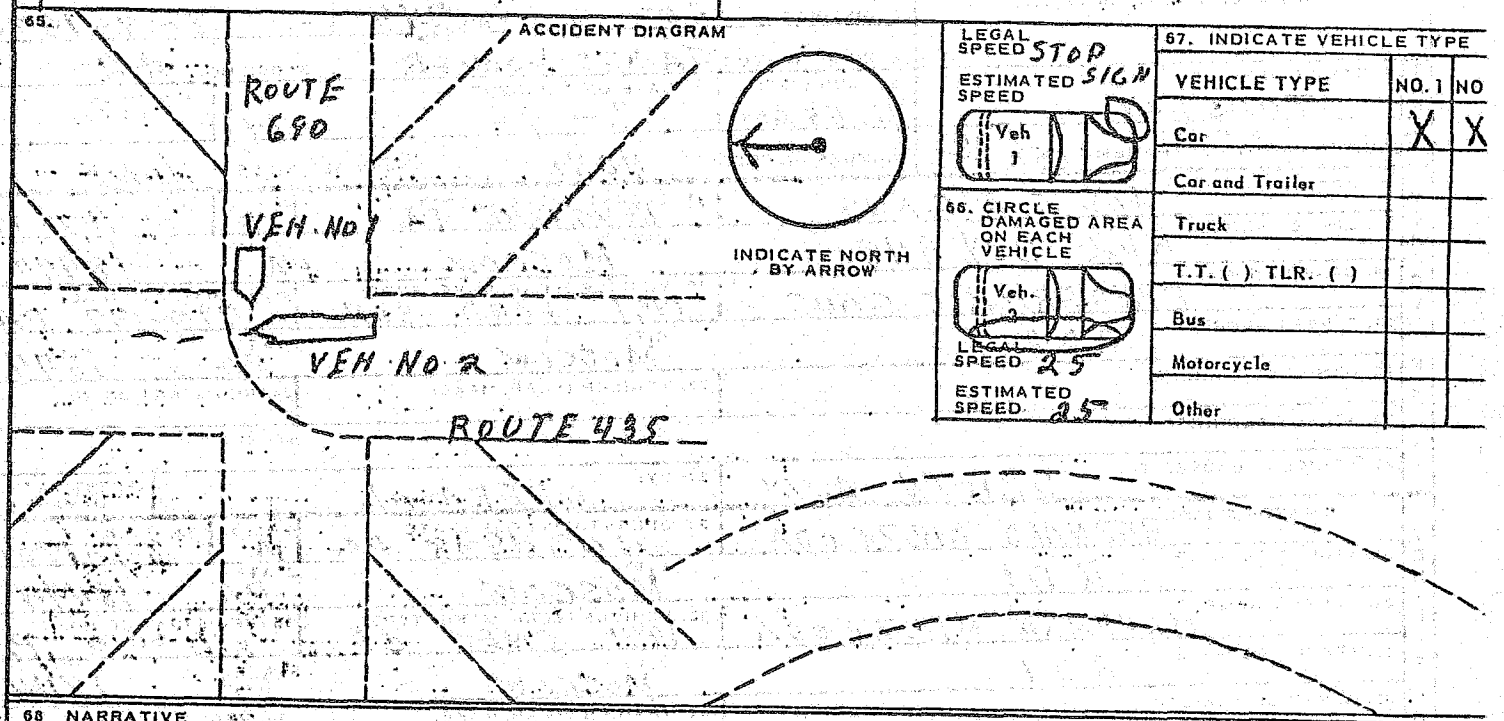
A-VISIBLE SIGNS OF INJURY, BLEEDING, DISTORTED MEMBER OR HAD TO BE REMOVED FROM SCENE
B-OTHER VISIBLE INJURY, BRUISES, SWELLING, LIMPING, ABRASIONS
C-NO VISIBLE INJURY, BUT COMPLAINT OF PAIN, DIZZINESS, ETC.
D-DEAD BEFORE COMPLETION OF REPORT
N-NO INJURY

63. INJURED TAKEN TO: NONE BY:

WITNESSES

64. NAME	ADDRESS
WILLARD STEPHENS	MAIN ST MOSCOW PA.

65. ACCIDENT DIAGRAM



INDICATE NORTH BY ARROW

LEGAL SPEED STOP SIGN
ESTIMATED SPEED

66. CIRCLE DAMAGED AREA ON EACH VEHICLE

LEGAL SPEED 25
ESTIMATED SPEED 25

67. INDICATE VEHICLE TYPE

VEHICLE TYPE	NO. 1	NO
Car	X	X
Car and Trailer		
Truck		
T.T. ( ) TLR. ( )		
Bus		
Motorcycle		
Other		

68 NARRATIVE

VEH NO 1 PULLED TOO FAR INTO INTERSECTION ENTERING 435 FROM 690, HITTING VEH NO 2 HEADING NORTH ON ROUTE 435

DAMAGE TO VEH NO 2 WAS IN MIDDLE OF CAR ON RIGHT SIDE

69. VIOLATION (S) INDICATED

NO. 1 NONE NO. 2 NONE

ARRESTS

70. NAME OF PERSON (S) CHARGED
NONE

71. CHARGE (S)
NONE

72. ARREST REPORT NO. (S)

73. INVESTIGATING OFFICER'S SIGNATURE
James Hoover

Moscow Police

County of Lackawanna | SS.
State of Pennsylvania

I, Anne Marie Regan, Recorder of Deeds in and for the County of Lackawanna and State of Pennsylvania, do hereby certify that the above is a true and correct copy of Deed recorded in BK. 1145/Pg. 522-547 Encl. 11

Witness my hand and Official Seal this 13th day of May A.D., 1987

Anne Marie Regan
Recorder of Deeds

RECORDER OF DEEDS

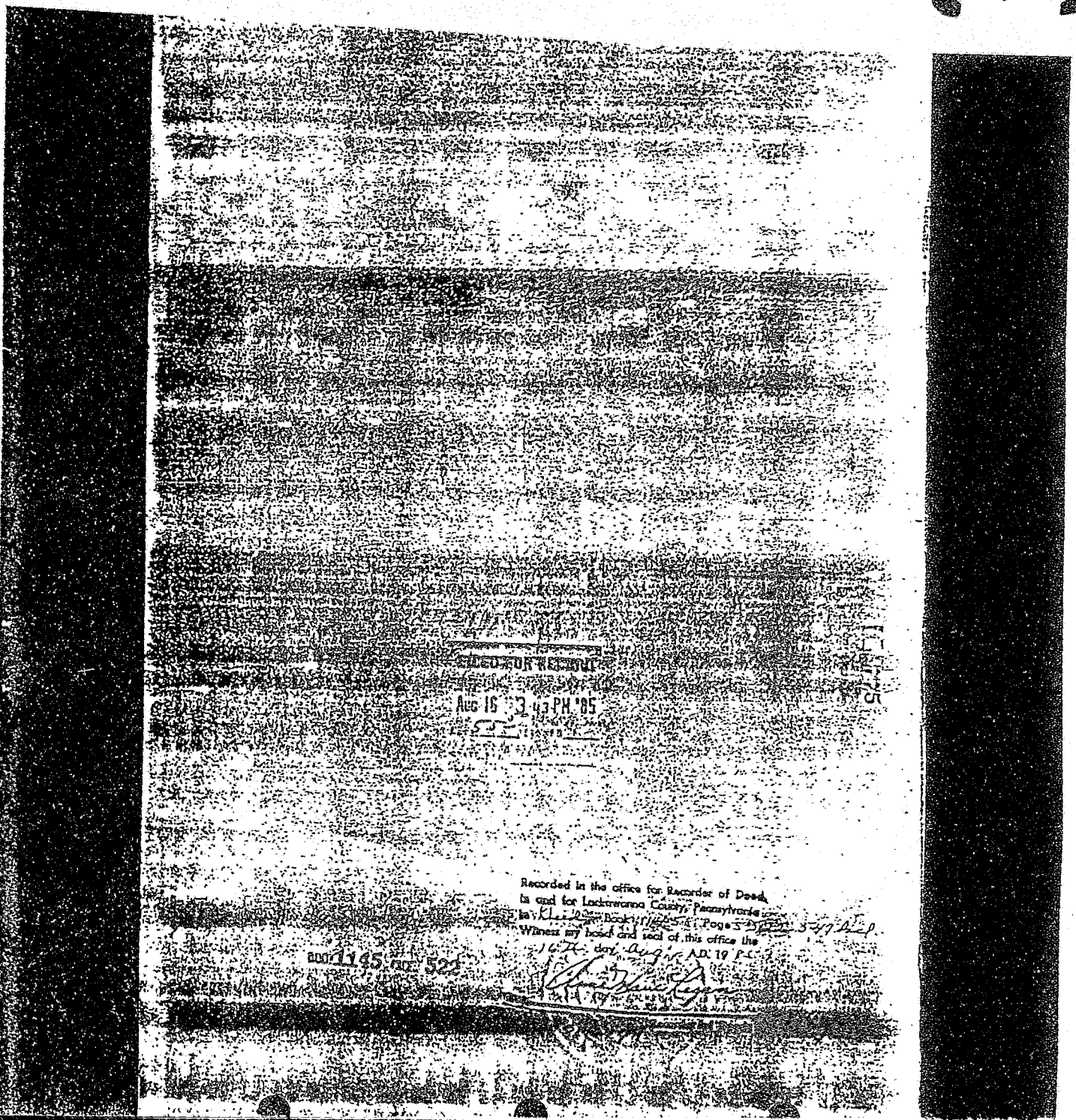
Scranton Records 5/14/87 3:14 PM
Mosaic Records 11
C-811119

DOCUMENT FOLDER

RECEIVED
MAY 26 1987
Public Utility Commission

RECEIVED
MAY 21 1987
SECRETARY'S OFFICE

OVERSIZE DOCUMENT(S)



D.B. 1145
Aug 16, 1985
pp 522-541 Anel.

THIS INDENTURE, made the 16th day of August in the year of our Lord One Thousand Nine Hundred and Eighty-five (A.D. 1985)

BETWEEN CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, having an office at Six Penn Center Plaza, Philadelphia, Pennsylvania, 19103, hereinafter referred to as the Grantor, and CITY OF SCRANTON, a municipal corporation organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, having a mailing address of Municipal Building, 340 North Washington Avenue, Scranton, Pennsylvania 18503, hereinafter referred to as the Grantee;

WITNESSETH: That the said Grantor, for and in consideration of the sum of ONE DOLLAR ($1.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed and by these presents does remise, release and quitclaim unto the said Grantee, the heirs or successors and assigns of the said Grantee, all right, title and interest of the said Grantor of, in and to:

COPY

ALL THAT CERTAIN LINE of Railroad, being a portion of Grantor's Scranton Branch identified as Line Code 6201 in the records of the United States Railway Association and also being a portion of the former Erie Lackawanna Railway Company's line of Railroad known as the Erie Lackawanna Main Line (Line Code 6201) and further identified in the Recorder's Office of Lackawanna County, Pennsylvania in Book 954 at page 346; and

BEGINNING at about Railroad Mile Post 120.0 in the Township of Covington, County of Lackawanna and Commonwealth of Pennsylvania; and extending thence in a general northwesterly direction and passing through Covington Township, the Borough of Moscow, Roaring Brook Township, Borough of Elmhurst, Roaring Brook Township, Borough of Dunmore and in to the City of Scranton to a point of ENDING on the east line of Cliff Street, in said City of Scranton, County of Lackawanna and Commonwealth of Pennsylvania, opposite Railroad Mile Post 133.8, all as indicated by "PS" on Grantor's Case Plan No. 67880, sheets 1 through 14, which sheets are attached hereto and made a part hereof.

THE Southerly property sale line between the East line of Webster Avenue and the West line of South Washington Avenue is located equidistant between the North and South receiver tracks and thence the Southerly property line continues from the West side of South Washington Avenue to the East side of Cliff Street and is located equidistant between Yard Track No. 2 and Yard Track No. 3; these sale lines are further identified in Eminent

Domain Proceedings brought against Grantor by Grantee under Docket No. 84-CIV-296 in Lackawanna County, Pennsylvania.

BEING a part or portion of the same premises which Thomas F. Patton and Ralph S. Tyler, Jr., as Trustees of the Property of Erie Lackawanna Railway Company, Debtor, by Conveyance Document No. EL-CRC-RP-57 dated March 31, 1976 and recorded on September 6, 1978, in the Recorder's Office of Lackawanna County, Pennsylvania, in Deed Book 954 at page 340&c., granted and conveyed the aforesaid property unto Consolidated Rail Corporation.

UNDER and SUBJECT, however, to (1) whatever rights the public may have to the use of any roads, alleys, bridges or streets crossing the premises herein described, (2) any streams, rivers and creeks passing under, across or through the premises herein described, and (3) any easements or agreements of record or otherwise affecting the land hereby conveyed, and to the state of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the herein conveyed premises, together with the right to maintain, repair, renew, replace, use and remove same.

THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of the respective heirs, personal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, voluntarily waives the benefit of any rule, law, custom, or statute of the Commonwealth of Pennsylvania now or hereafter in force with respect to the covenants set forth below.

(1) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

(2) No right or means of ingress, egress or passageway to or from the land hereinbefore described is hereby granted, expressly or by implication, and Grantor shall not be liable or obliged to provide or obtain for Grantee such means of ingress, egress or passageway.

(3) Said Grantor shall not be liable or obligated to provide for or supply directly or indirectly, for money or otherwise, any type of utility service to Grantee, even if the premises described hereinbefore are supplied utility service or services from or through Grantor owned or Grantor retained utility service facilities at the time said premises are conveyed to Grantee; and that if Grantor at its sole discretion elects to provide any utility service or services for money or otherwise to said premises during the period during which Grantee is arranging at Grantee's own expense for provision of utility service or services direct from public utilities, Grantee shall have no continuing right to use such service or expectation that Grantor must continue to provide it.

(4) That the Grantor and Grantee do not contemplate that Grantor shall (a) operate its trains, cars and engines to or on the Property herein conveyed (or any portion thereof), (b) interchange traffic with Grantee or its successors or assigns (c) participate in any rail rate relationship with Grantee (d) establish or maintain a track connection with Grantee, or (e) provide cars or car service to Grantee. If Grantee hereafter desires that Grantor do any of the foregoing, the Grantor and Grantee agree that such activities shall be conducted only on

such terms and conditions as the Grantor and Grantee hereto may hereafter mutually agree upon in writing. The Grantor and Grantee further agree that in respect to the matters referred to in items (a) through (e), above, Grantor shall not be called upon, or required, by Grantee (or its successors, assigns, assignees, Grantees, lessees, or licensees) to accept obligations in excess of those expressly assumed by Grantor by written agreement between the Grantor and Grantee hereto.

(5) Grantee for itself, its successors and assigns, and by the acceptance and recordation of this Instrument, does hereby accept any and all responsibility for any and all removal and/or restoration costs for any and all bridges, grade and street crossings and their appurtenances that may be located on the property intended herein to be conveyed to the said Grantee; and Grantee further covenants and agrees that it will also assume any obligation and/or responsibility as may be imposed on Grantor by any Public Utility Commission or any other governmental agency having jurisdiction for any and all bridges, bridge structures, grade and street crossings and their appurtenances, including but not limited to the removal, repairing or restoration of same in accordance with the requirements of said Commission or other governmental agency, and Grantee further agrees to indemnify, defend and hold Grantor harmless from and against any and all costs, expenses, obligations, responsibility and requirements associated with said bridges, bridge structures, grade and street crossings and their appurtenances.

(6) Grantee shall indemnify and defend Grantor against, and hold Grantor harmless from, all claims, actions, proceedings, judgments and awards, for death, injury, loss, or damage to any person or property, brought by any person, firm, corporation, or governmental entity, caused by, resulting to, arising from, or in connection with, the active or passive effects or existence of any physical substance of any nature or character, on, under, or in the land, water, air, structures, fixtures, or personal property comprising the land hereinbefore described, from and after the date of delivery of this deed.

GRANTEE, as further consideration herein, does give to Grantor the right to remove and dispose of the Railroad Track No. 2 between Mile Post 120.465 and Mile Post 120.47, Mile Post 120.848 and Mile Post 127.3 and Mile Post 127.67 and Mile Post 133.48; and Grantor reserves unto itself the right of access over said Scranton Branch for the purpose of removing Railroad Track No. 2 from said Mile Posts.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said Grantor as well at law as in equity or otherwise howsoever, of, in and to the same and every part thereof, EXCEPTING and RESERVING and UNDER and SUBJECT as aforesaid.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, unto the Grantee, the heirs or successors and assigns of the said Grantee forever, EXCEPTING and RESERVING and UNDER and SUBJECT as aforesaid.

NOTICE - "THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR

OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT." THIS NOTICE is set forth in the manner provided in Section 1 of the Act of September 10, 1965, P.L. 505, No. 255 (52 P.S. 1551).

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties.

BOOK 1145 PAGE 526

IN WITNESS WHEREOF, the said Grantor has caused this Inden-

ture to be signed in its name and behalf by its Assistant Vice President-Real Estate duly authorized thereunto and has caused its corporate seal to be hereunto affixed and attested by its Assistant Secretary the day and year first above written.

SEALED and DELIVERED
in the presence of us:

Norma J. Wood

Kelly A. Gault

CONSOLIDATED RAIL CORPORATION
By:

Lawrence A. Huff, Assistant
Vice President-Real Estate

Attest:

Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF PHILADELPHIA)

On this 16th day of August, A. D. 1985, before me, the subscriber, Francis C. Flynn, the undersigned officer, personally appeared Lawrence A. Huff, who acknowledged himself to be the Assistant Vice President-Real Estate of CONSOLIDATED RAIL CORPORATION, a corporation, and that he as such Assistant Vice President-Real Estate, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Assistant Vice President-Real Estate.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

FRANCIS C. FLYNN
Notary Public, Philadelphia, Philadelphia County
My Commission Expires March 3, 1987

I HEREBY CERTIFY that the correct address of the within-named Grantee is:
340 North Washington Avenue
Scranton, Pennsylvania 18503

on behalf of Grantee.

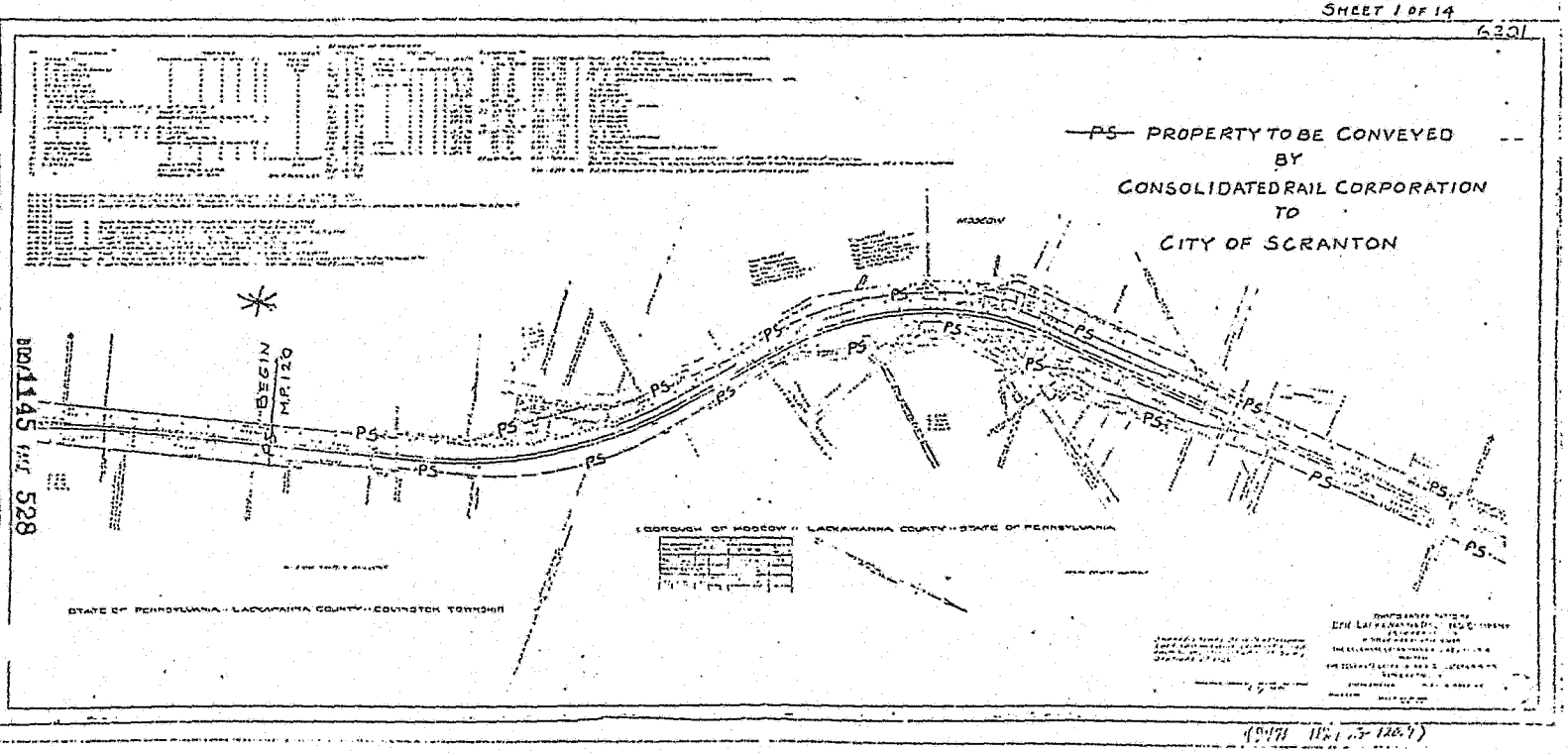
THIS INSTRUMENT PREPARED BY:
Francis C. Flynn
Consolidated Rail Corporation
Ninth Floor, 1528 Walnut Street
Philadelphia, Pennsylvania 19102

:mah

CASE NO. 67880
V24 P3 F2-3 MAPS 51 TO 64
L.C. 6201 M.P. 120 TO M.P. 133.8
V.S. 8471 D.L. & W. (E. L.)

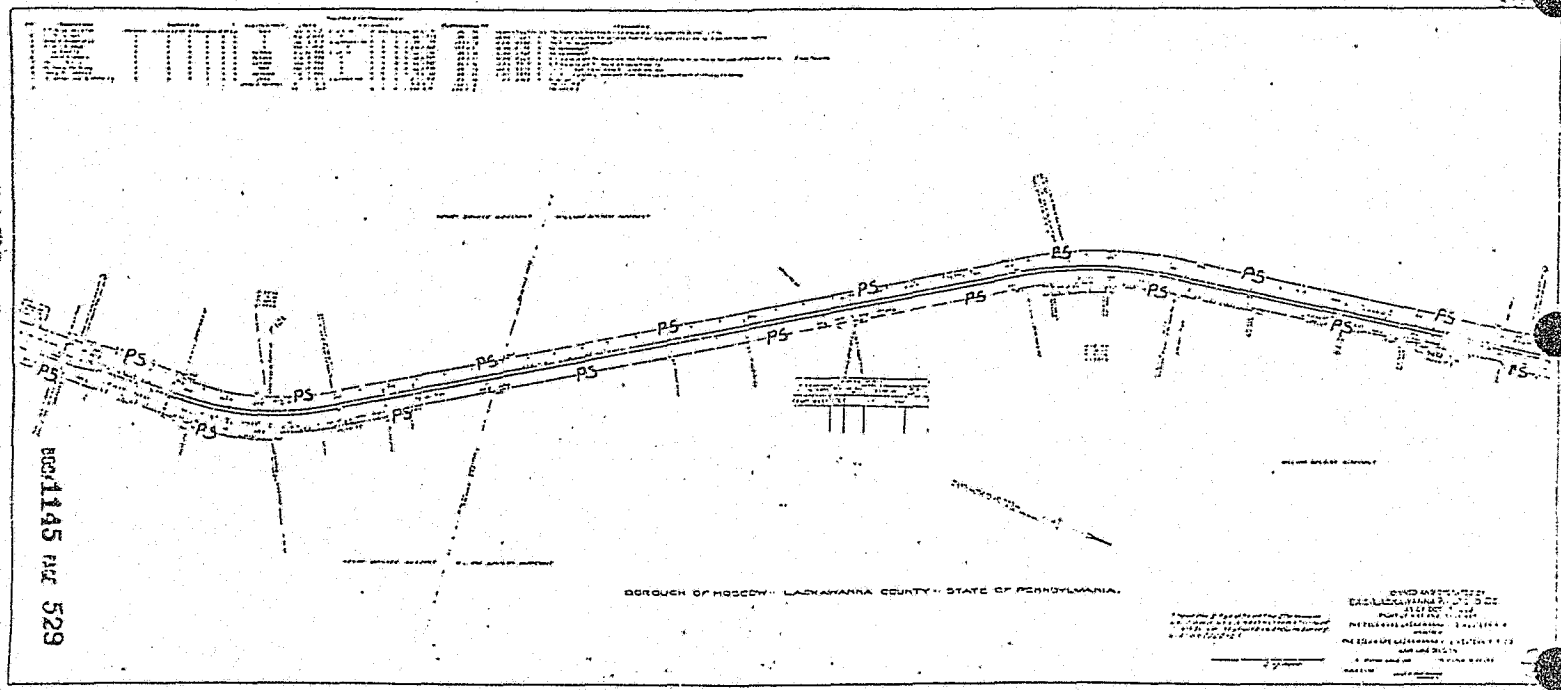
SHEET 1 OF 14

6231



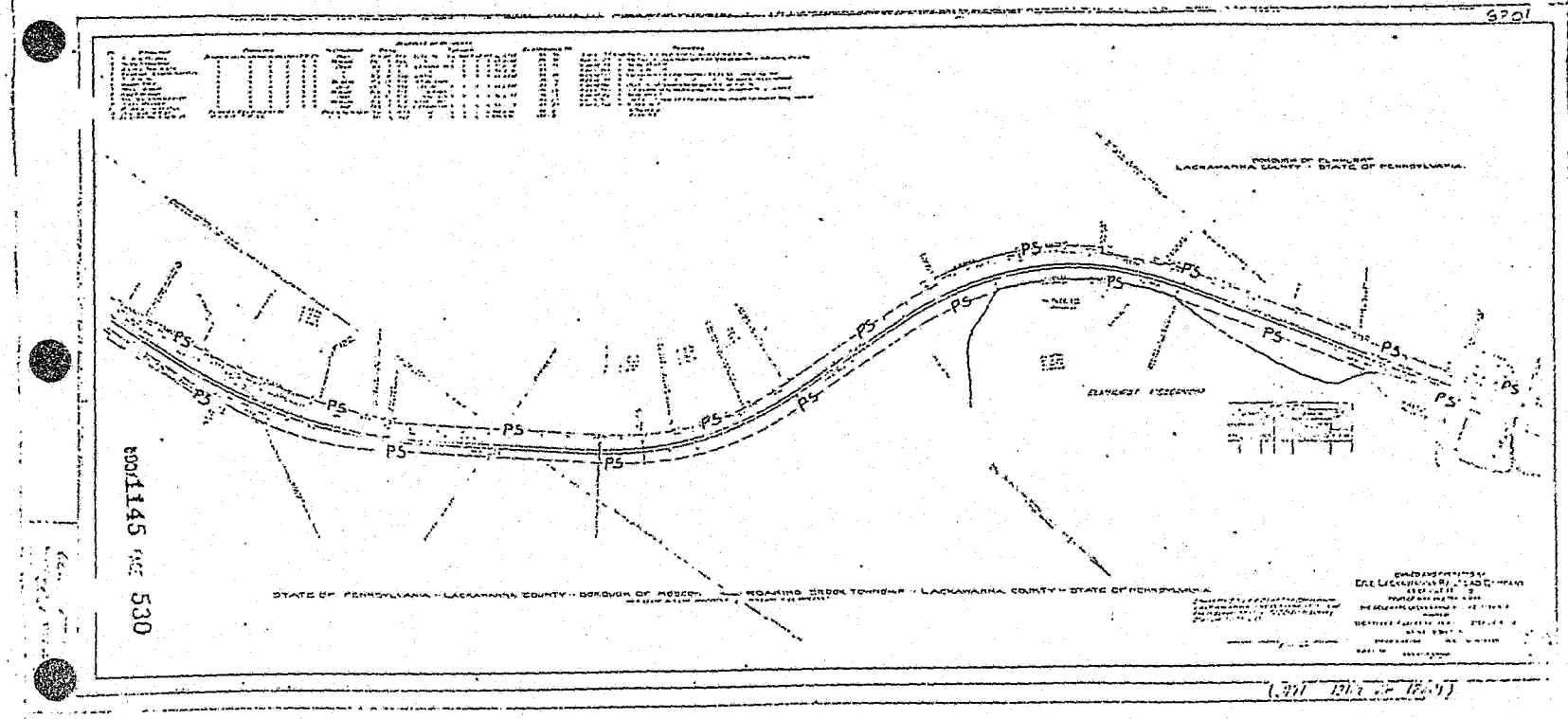
BOOK 1145 PAGE 528

CASE NO. 67880
SHEET 2 OF 14



BOOK 1145 PAGE 529

CASE NO 67880
SHEET 3 OF 14

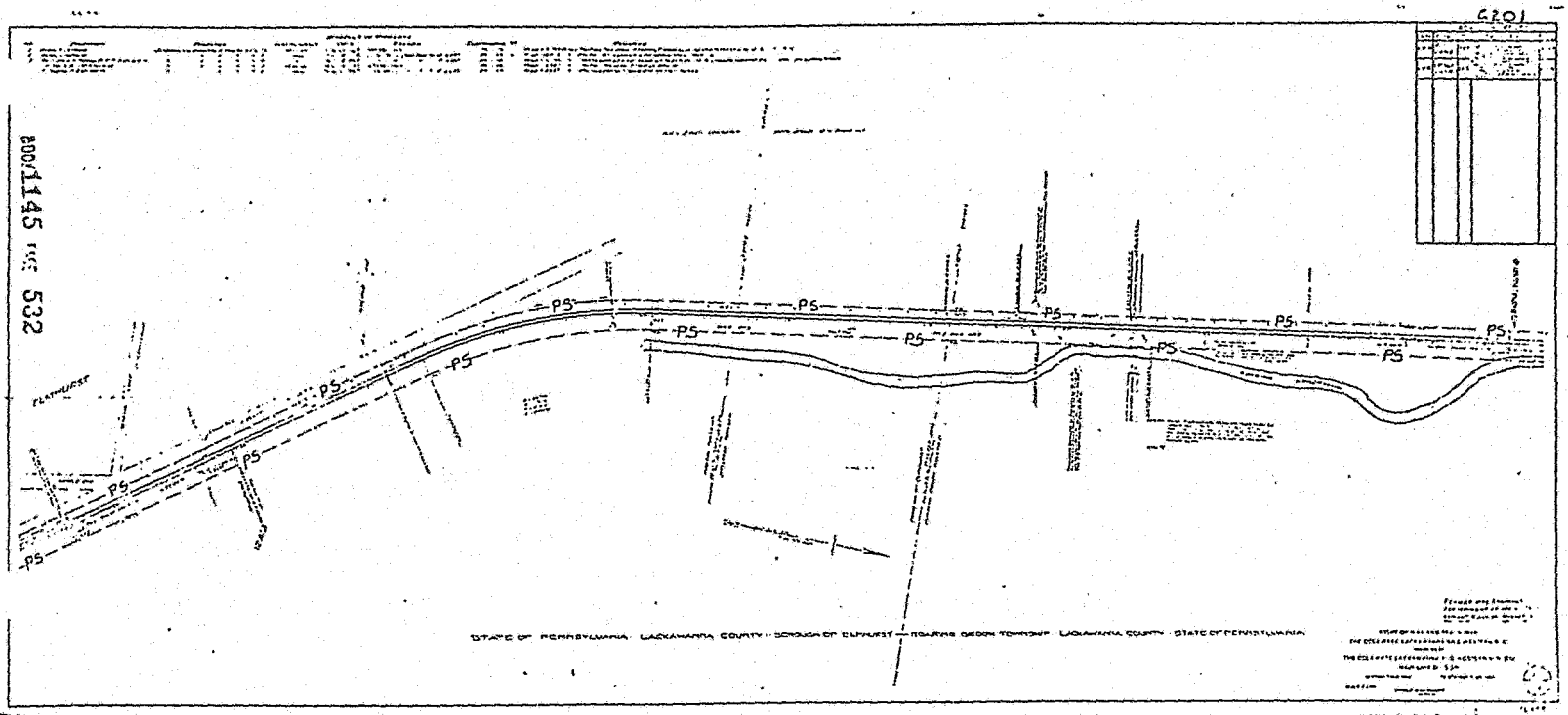


BOOK 1145 PAGE 530

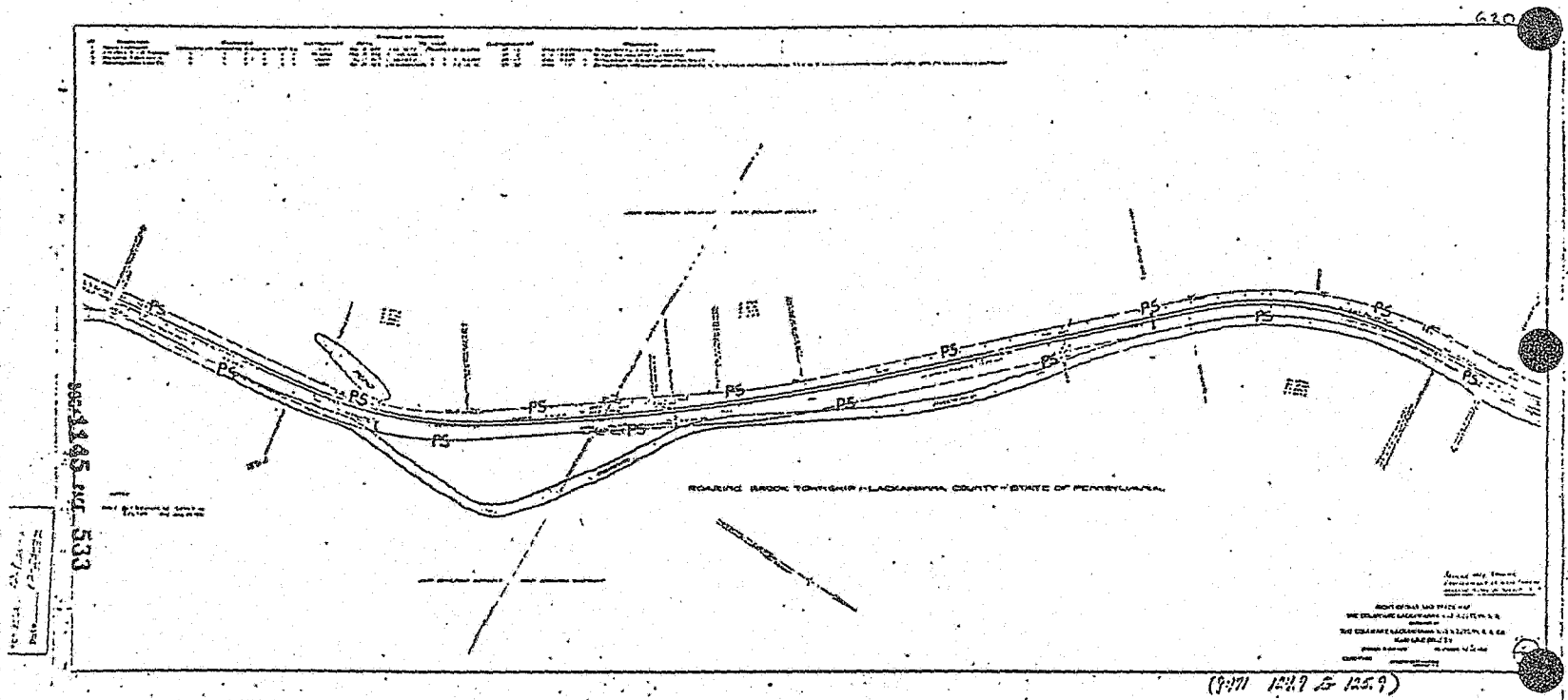
CASE NO. 67880

SHEET 4 OF 14

CASE No. 67880
SHEET 5 OF 14


BOOK 1145 PAGE 532
PS
PS
PS

CASE No 67880
SHEET 6 OF 14



BK 1145 PG 533

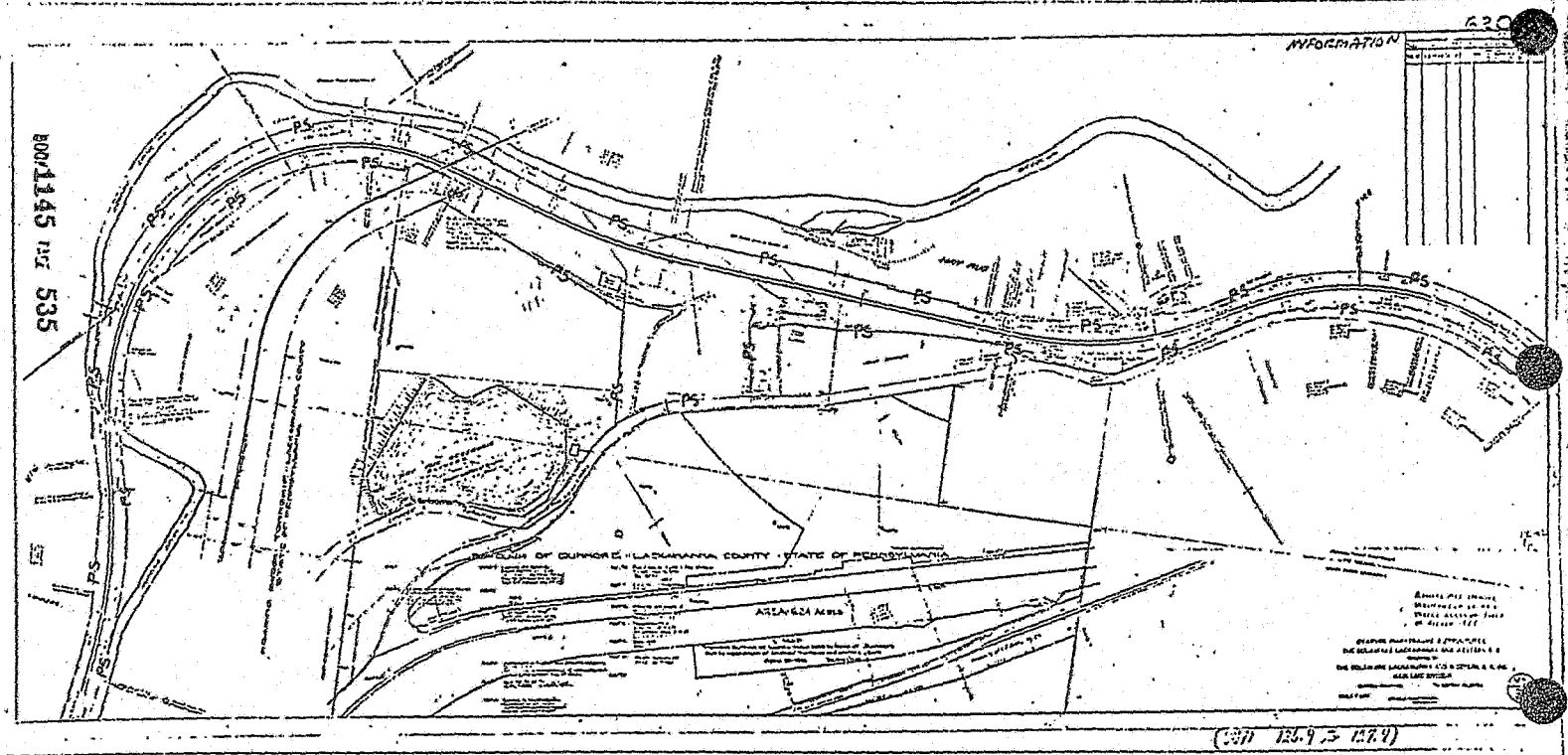
(P.U.C. 123.9 & 125.9)

BOOK 1145 PAGE 534

CASE No 67880

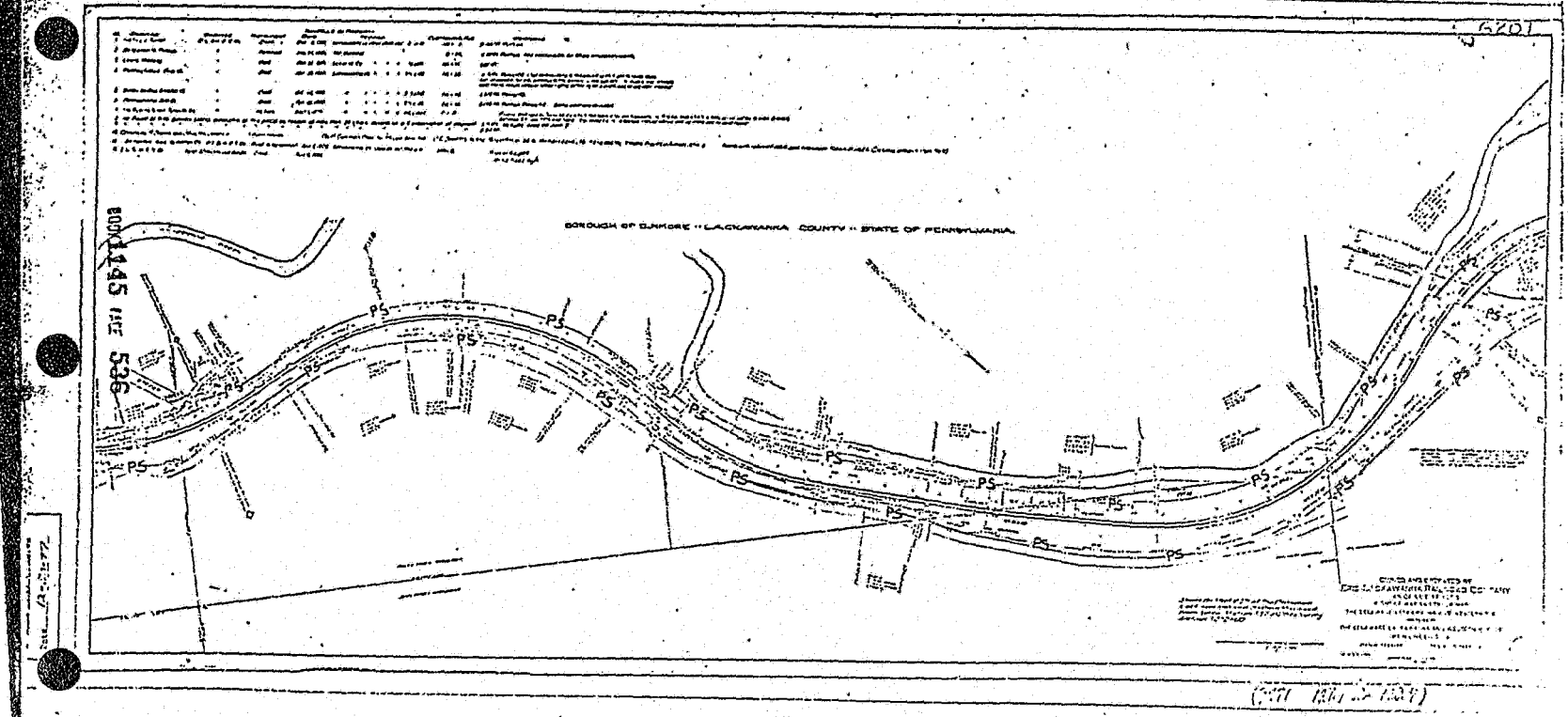
SHEET 7 OF 14.

CASE No 67880
SHEET 8 OF 14



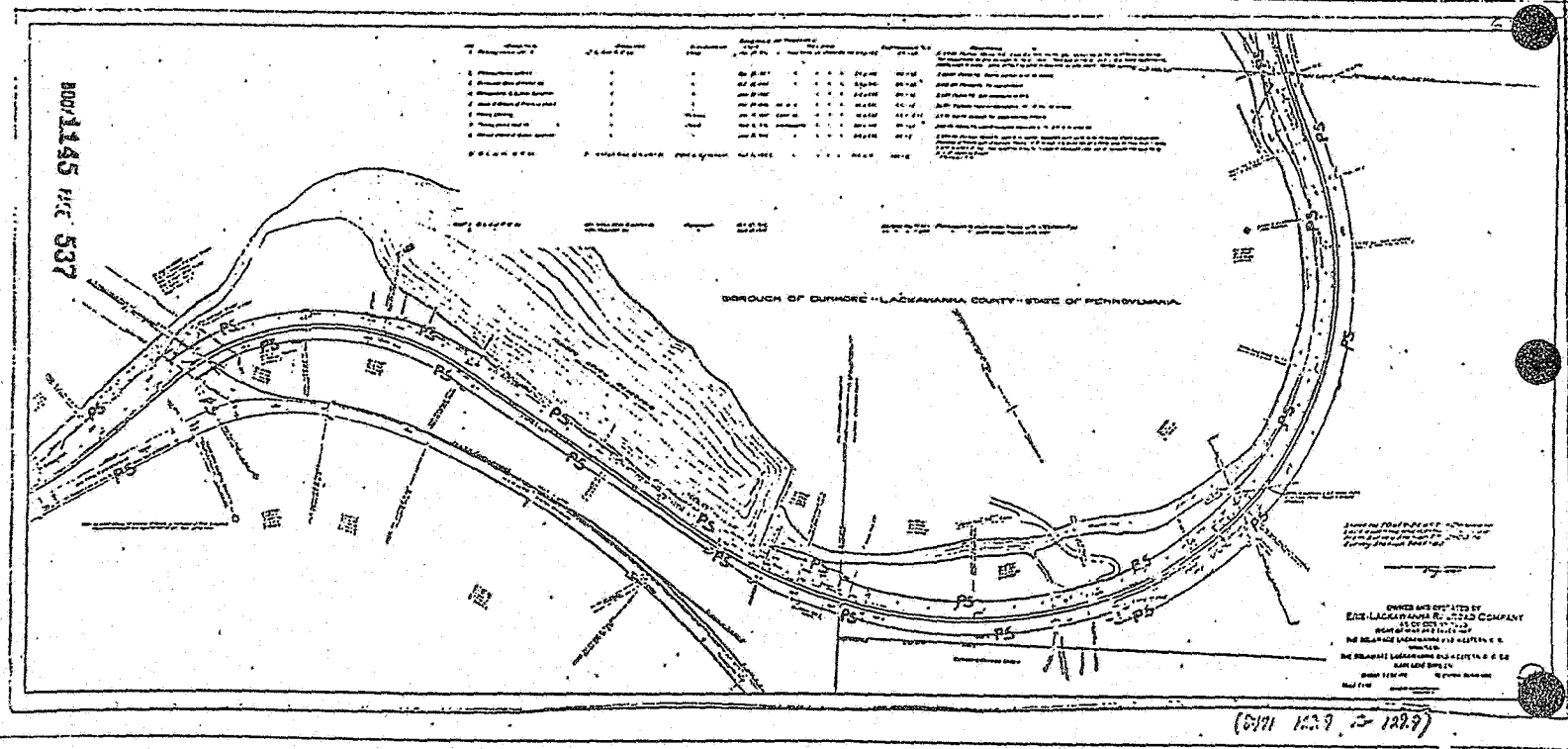
BOOK 1145 PAGE 535

CASE NO. 67880
SHEET 9 OF 14



BOOK 1145 PAGE 536

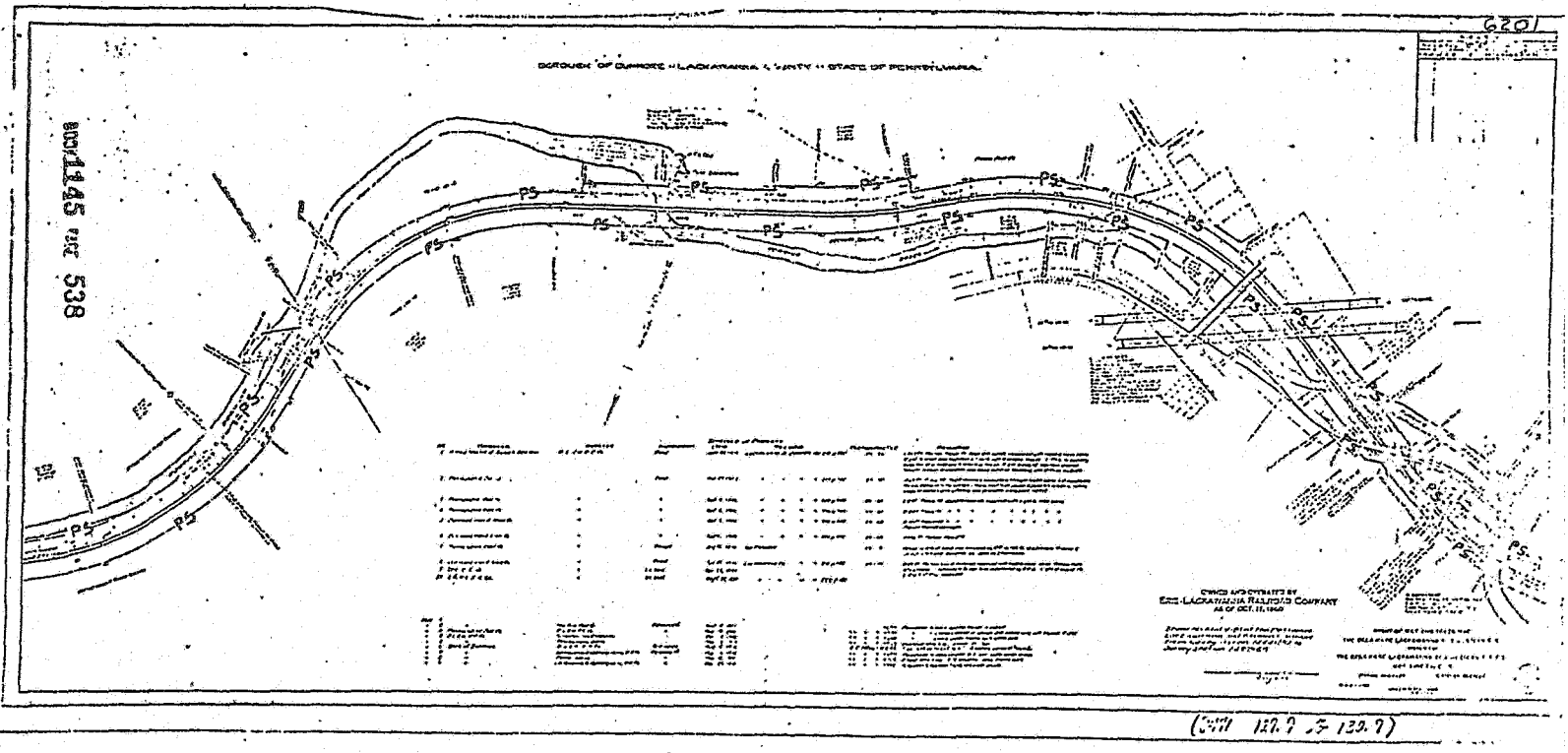
CASE NO. 67880
SHEET 10 OF 14



BOOK 1145 PAGE 537

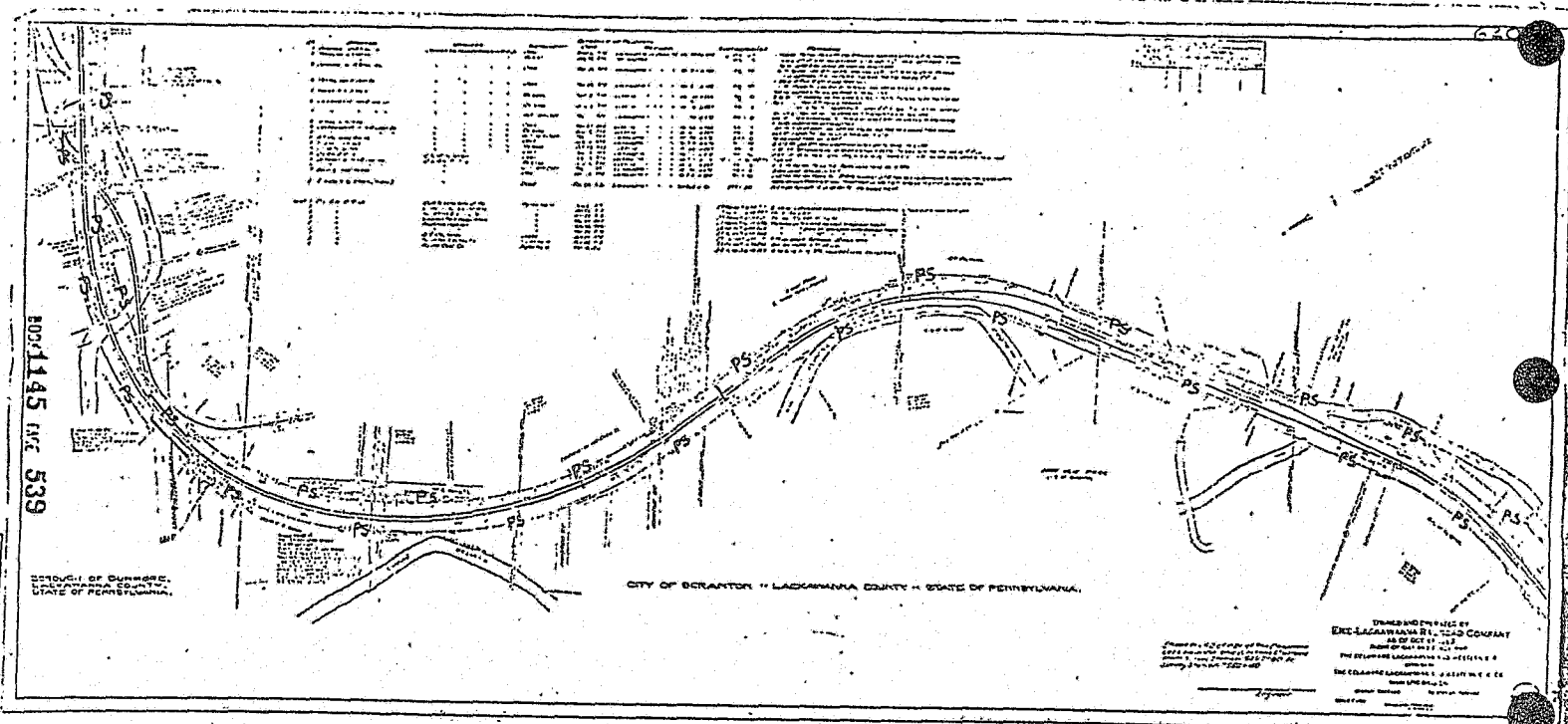
(SEE 1228 & 1229)

CASE No 67880
SHEET 11 OF 14.



(Sta 117.7 to 132.7)

CASE No. 67880
SHEET 12 OF 14



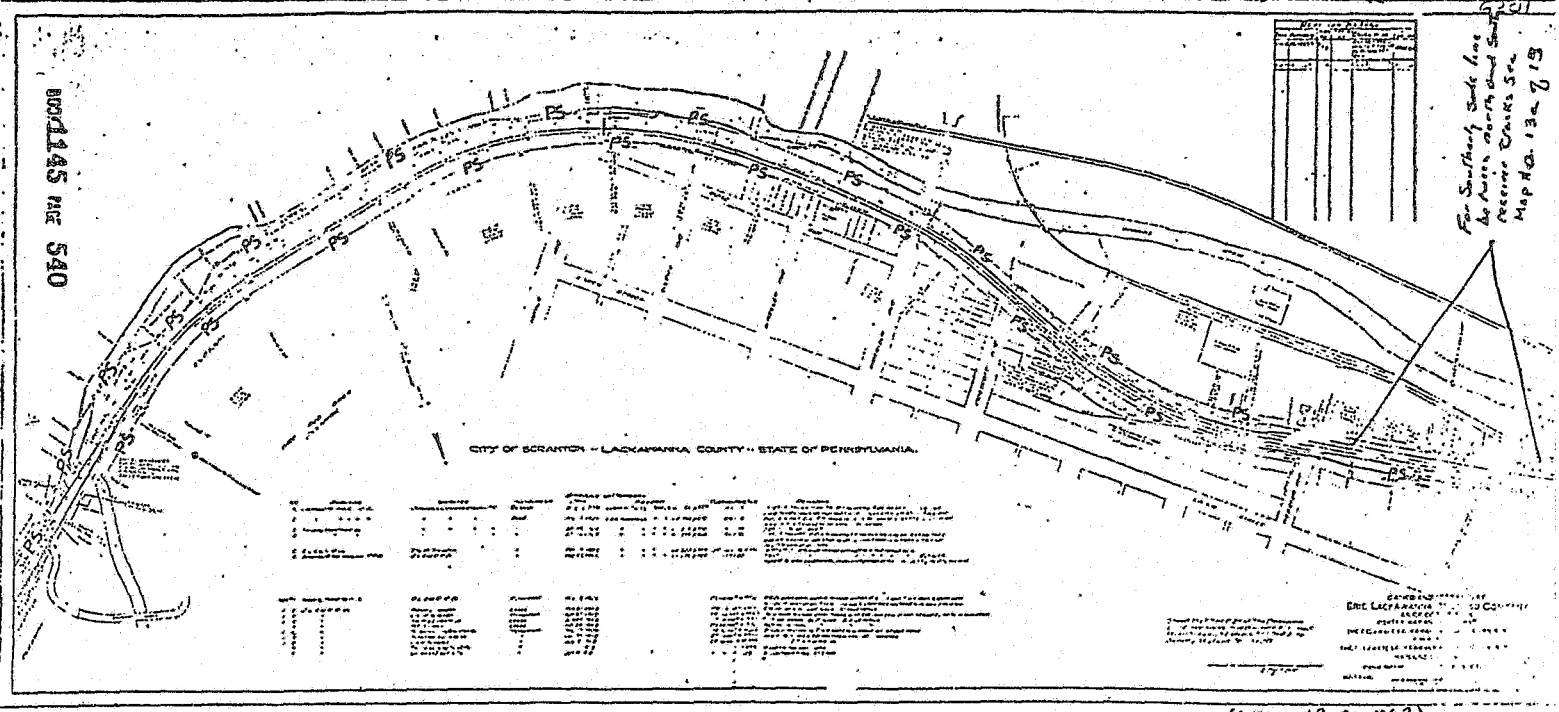
BOOK 1445 PAGE 539

(9:171 1509 to 1519)

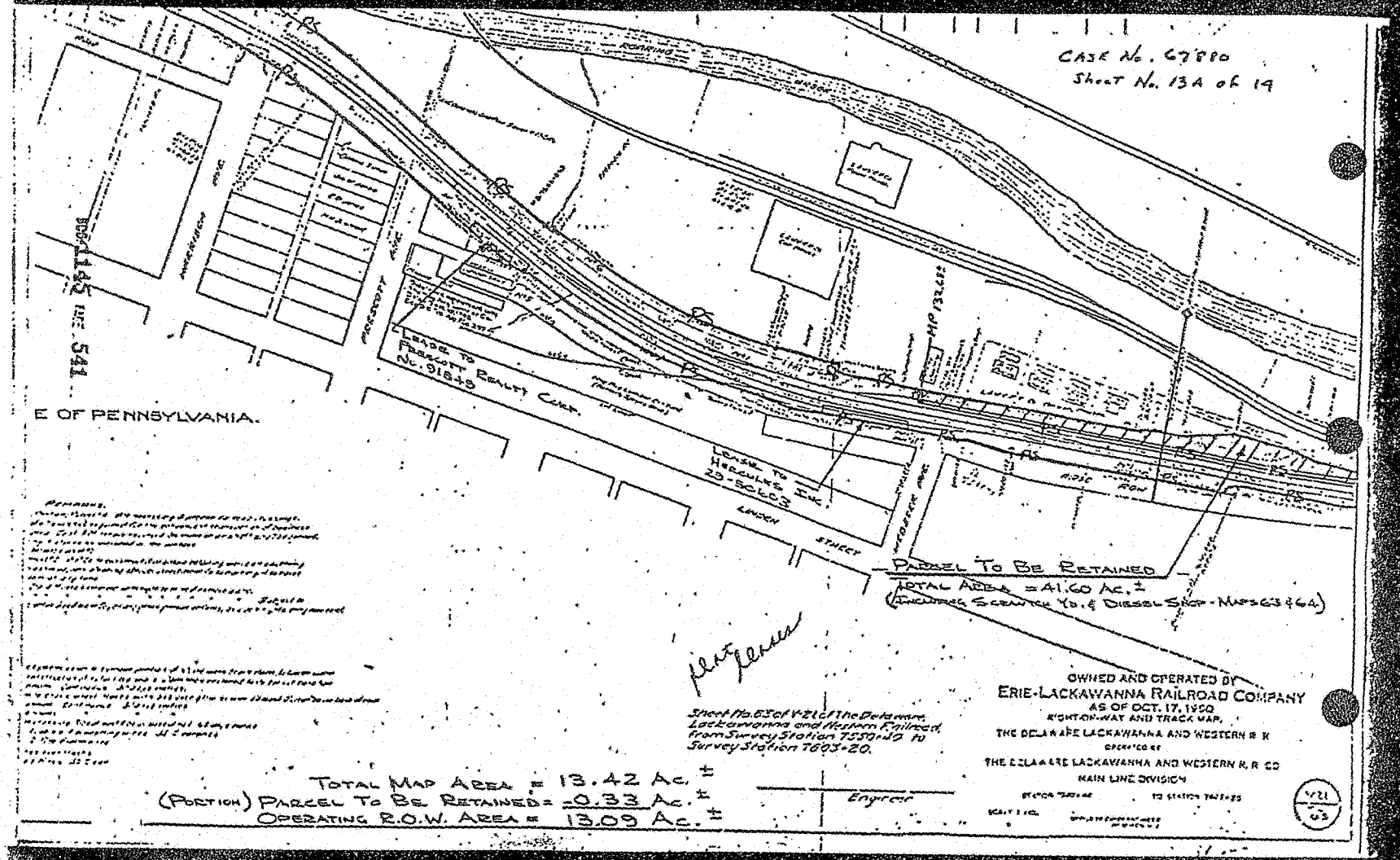
CASE NO 67880

SHEET 13 OF 14

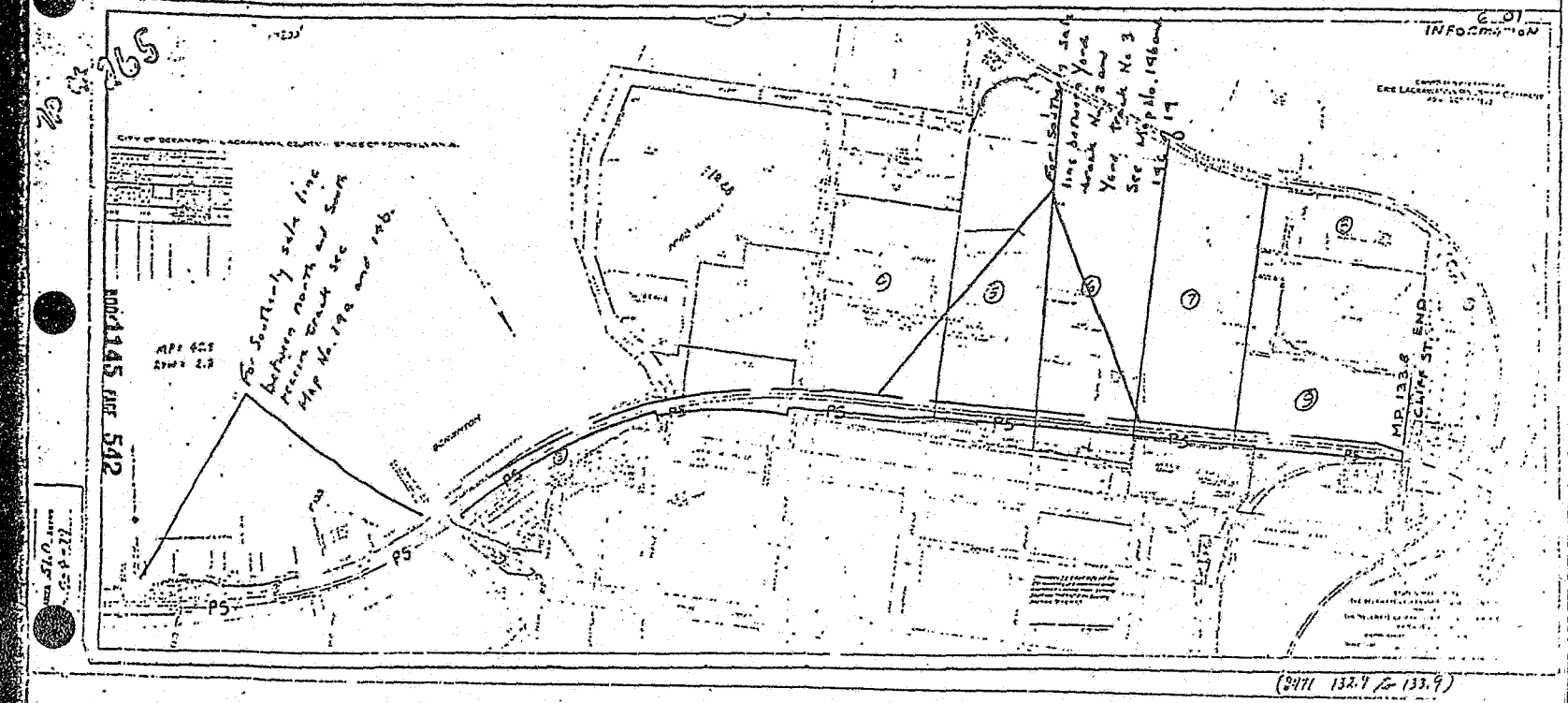
BOOK 1145 PAGE 540



(2471 1319 to 1327)


CASE No. 67880
Sheet No. 13A of 19
ROUTE 1&5 SEC. 541
E OF PENNSYLVANIA.
LEASE TO PRESCOTT REALTY CORP. No. 91849
LEASE TO HERCULES INC. 25-50163
LINDEN STREET
PARCEL TO BE RETAINED
TOTAL AREA = 41.60 Ac. ±
(INCLUDES SCRAP YD. & DIESEL SHOP - MAPS 63 & 64)
Sheet No. 63 of V-21 of the Delaware, Lackawanna and Western Railroad from Survey Station 7559+30 to Survey Station 7603+20.
TOTAL MAP AREA = 13.42 Ac. ±
(PORTION) PARCEL TO BE RETAINED = 0.33 Ac. ±
OPERATING R.O.W. AREA = 13.09 Ac. ±
OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
AS OF OCT. 17, 1960
RIGHT-OF-WAY AND TRACK MAP,
THE DELAWARE LACKAWANNA AND WESTERN R. R.
OPERATED BY
THE DELAWARE LACKAWANNA AND WESTERN R. R. CO.
MAIN LINE DIVISION
Engineer
V-21
63

CASE NO. 67880
SHEET 14 OF 14



Date 12-30-77 1/25/78

Per conveyance map

TOTAL 5.5 ± 27-29

M-1145 P-543

AREA RETAINED By Consolidated Rail Corporation

T.R.W. ELLWOOD

OLD PHILLIPS RD.

CASE No. C7880 MAP No. 128-7-14

18.5

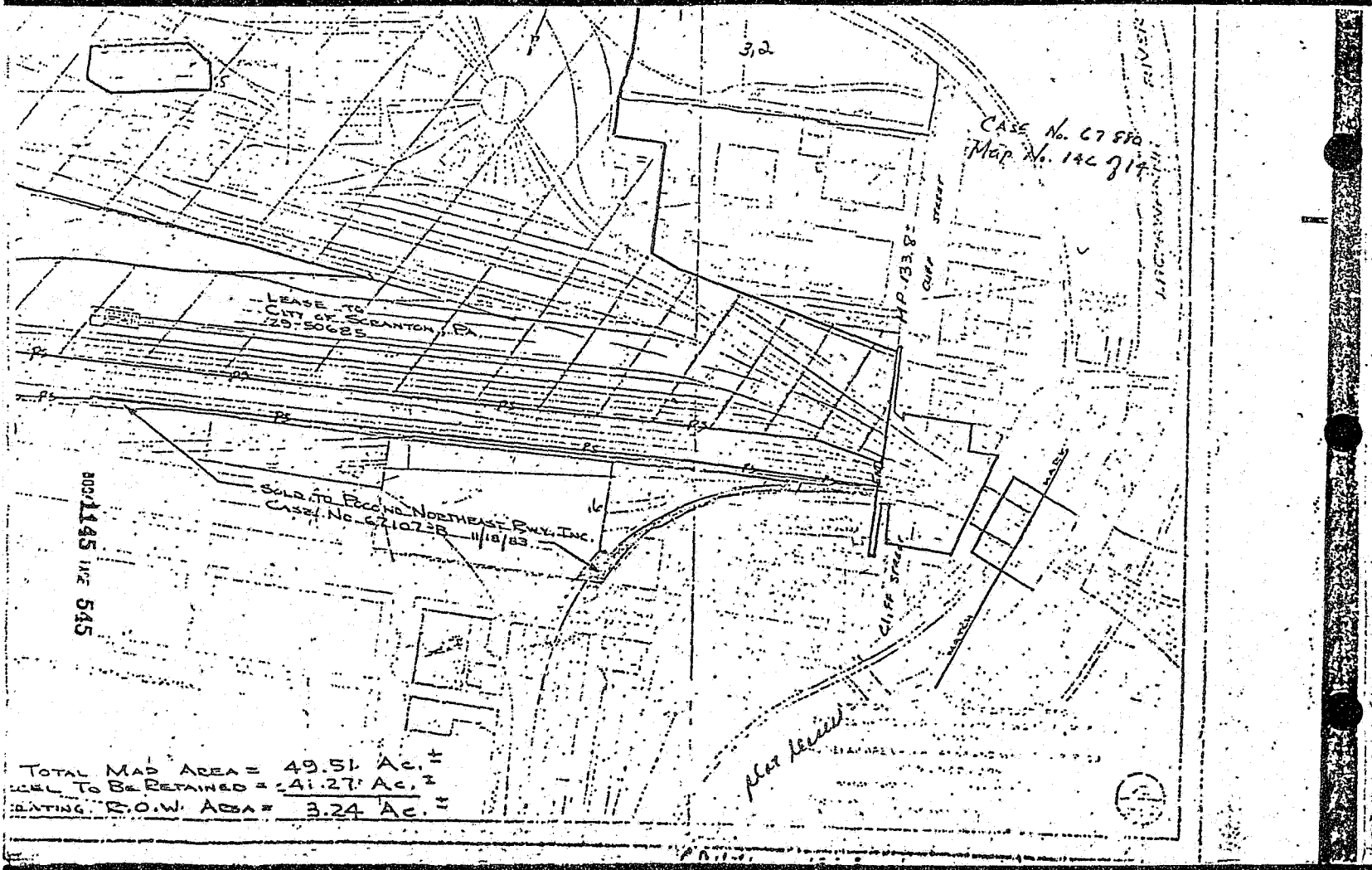
Do not include in computations

CASE No. CC228 - 4/21/82 SOLD TO UNIVERSITY OF SCRANTON

SOLD TO CITY OF SCRANTON CASE No. CC828 - 12/28/82

SOLD TO CITY OF SCRANTON CASE No. CC812 - 5/25/82

CELL TO BE
RATING R.O.W. AREA = 3.24 Ac.


CASE No. C7880
Map No. 14C 314
LEASE TO
CITY OF SCRANTON, PA.
29-50685
SOLD TO PCCO INC. NORTHEAST RWY. INC.
CASE/ No. C7107-B 11/18/83
BOOK 1145 PAGE 545
TOTAL MAP AREA = 49.51 Ac. ±
PARCEL TO BE RETAINED = 41.27 Ac. ±
EXISTING R.O.W. AREA = 3.24 Ac. ±

City of Scranton

Bureau of Engineering
Phone 348-4191

February 6, 1987

RECEIVED
MAY 21 1987
SECRETARY'S OFFICE
Public Utility Commission

Moscow Borough Council
and Mayor of Moscow
Moscow Borough Building
Moscow, Pennsylvania 18444

Gentlemen:

We inspected the bridge located at Rte. #435 and Lincoln Street, Moscow, on February 5, 1987, and we are in the process of acquiring plans from Conrail for the bridge so that we may begin repair work.

I will give you an additional update on Tuesday, February 10, 1987, as to when the work will begin.

Sincerely yours,

John J. Luciani

John J. Luciani
City Engineer

DOCUMENT FOLDER

cc: Mayor David Wenzel
Donald R. Fleisher, P.E.
Pennsylvania Public Utility Commission

JJL/alk

DOCKETED
MAY 26 1987

C-861119
Moscow Borough 12
Scranton
5/14/87
J.D. Fink

OS-2 (2-85)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

ENGINEERING DISTRICT 4-0
P O BOX 111
SCRANTON PA 18501
PHONE 717-963-4076
6 FEBRUARY 1987

IN REPLY REFER TO

Lackawanna County
Borough Of Moscow
L.R. 168 and L.R. 172
S.R. 0435 and S.R. 0690
Railroad Underpass

RECEIVED
MAY 21 1987
SECRETARY'S OFFICE
Public Utility Commission

MR WILLIAM HEIM MEMBER
MOSCOW BOROUGH COUNCIL
MOSCOW BOROUGH HALL
MAIN STREET
MOSCOW PA 18444

Dear Mr. Heim:

In response to your request for traffic data at this site, be advised that approximately 4,000 vehicles per day pass under this structure. This appears to be divided equally with approximately 50% of that amount travelling in each direction.

We trust this information satisfies your need. If you require any additional information, please contact this office at the above number.

Very truly yours,

Michael M. Ryan, P.E.
DISTRICT ENGINEER

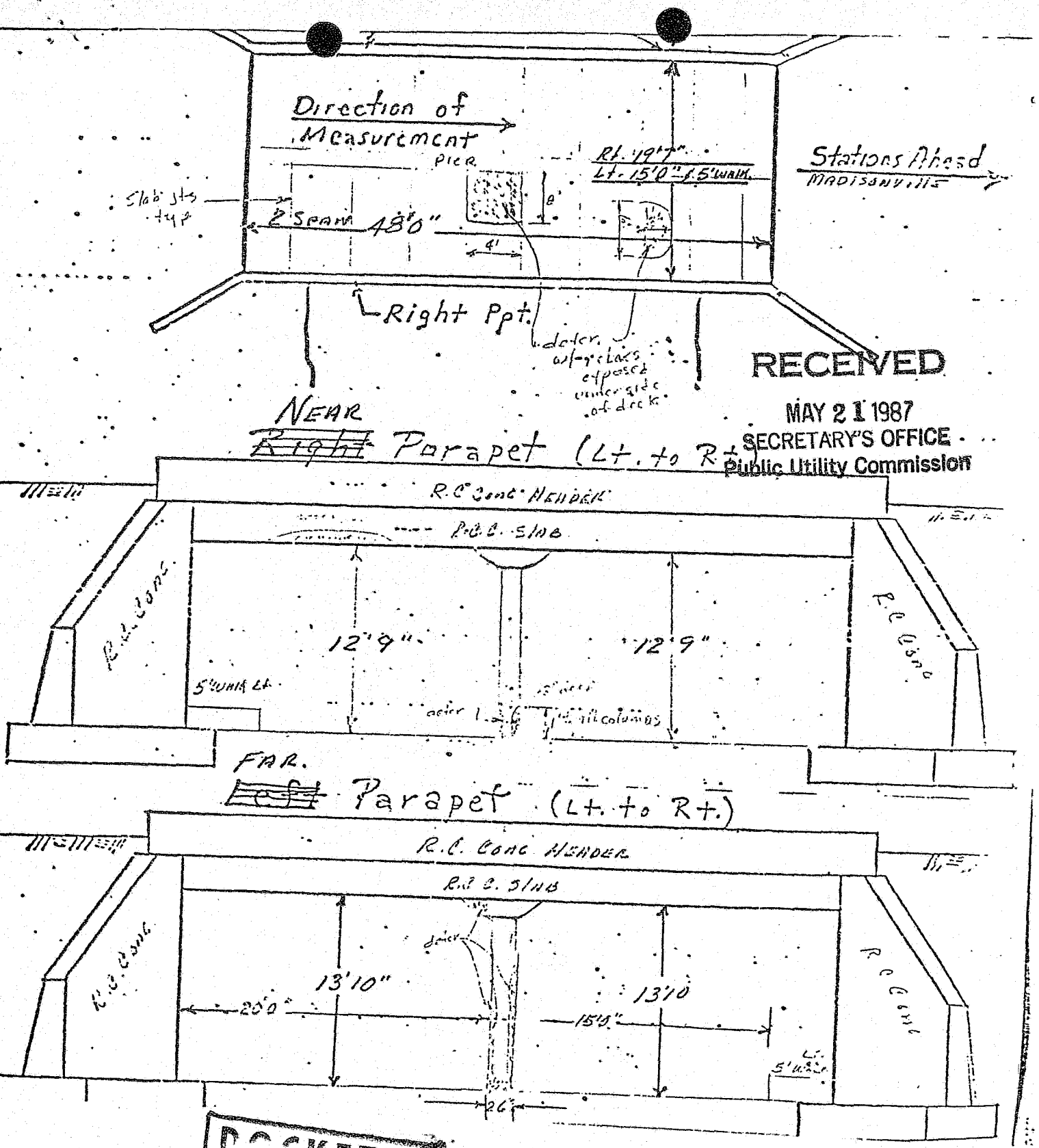
Rollin R. Keisling
GRADE CROSSING ENGINEER

DOCKETED
MAY 26 1987

DOCUMENT FOLDER

C-861119
Moscow Borough 13
Scranton 5/14/87
JD Fink

Moscow - 13



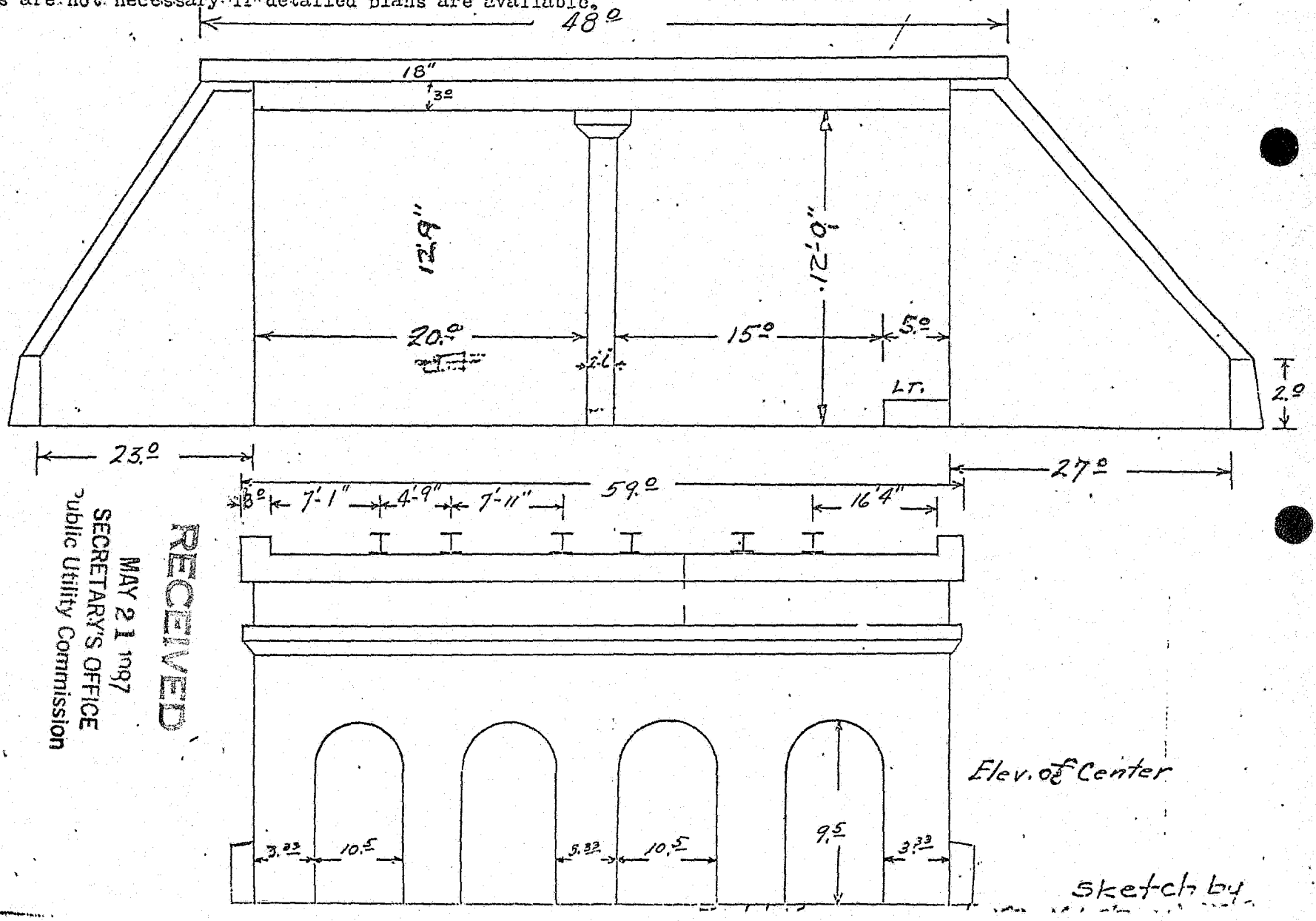
RECEIVED
MAY 21 1987
SECRETARY'S OFFICE
Public Utility Commission

DOCKETED
MAY 26 1987

DOCUMENT FOLDER

C-861119
Moscow Borough
Scranton 5/14/87
DD Fink

...mes are not necessary if detailed plans are available.



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MAY 21 1987
SECRETARY'S OFFICE
Public Utility Commission

Sketch by