

DECISIONS OF

Pennsylvania Public Utility Commission

VOLUME 49



Reported by
PUBLIC UTILITIES REPORTS, INC.
WASHINGTON D.C.

HARRISBURG, PENNSYLVANIA
1977

IT IS ORDERED:

1. That "short form" order dated September 17, 1975, and entered October 16, 1975, be and is hereby reaffirmed.
2. That this order supersedes our aforementioned "short form" order entered October 16, 1975.

BOROUGH OF EAST STROUDSBURG

v.

ERIE LACKAWANNA RAILROAD COMPANY

Additional respondents: Department of Transportation, Commonwealth of Pennsylvania, and County of Monroe

COMPLAINT DOCKET No. 20391

Crossings, § 10 — Commission jurisdiction over costs.

State public utility law grants to the commission jurisdiction over the assessment of costs and railroad crossing proceedings.

Robert G. Williamson for Borough of East Stroudsburg.

Herbert G. Zahn for PENNDOT.

R. K. Smith for the Pennsylvania Public Utility Commission.

Robert D. Lackland and *Daniel F. Donovan* for Erie Lackawanna Trustees.

BY THE COMMISSION, *January 8, 1976:*

This matter is before us upon petition of Department of Transportation

of the Commonwealth of Pennsylvania filed April 17, 1975, seeking modification of our orders at this docket dated January 20, 1975, and March 25, 1975, and/or rehearing. Specifically, the petitioner prays to be relieved of all costs of maintenance of the involved existing bridge except for the wearing surface of the bridge roadway, and the approaches thereto, and for future maintenance to be definitely assigned to proper parties.

The pertinent numbered paragraphs of our January 20, 1975, order read as follows:

“2. That Department of Transportation of the Commonwealth of Pennsylvania, at its initial cost and expense, furnish all material and do all work necessary to repair the deteriorated bridge sidewalk areas; remove the existing bridge roadway wearing surface; prepare the exposed concrete deck slab for repaving, including making any repairs necessary to the deck slab; and placing thereon an asbestos-asphalt or other suitable impermeable membrane overlain with a bituminous concrete wearing surface constructed to provide a smooth riding surface.”

“4. That Department of Transportation, at its sole cost and expense, furnish all material and do all work required to repair the drainage pipe and the east abutment in the area of said pipe together with any soil erosion around the abutment”

“14. That Trustees of Erie Lackawanna Railway Company, at its sole cost and expense, upon service of this order, furnish all material and do all work necessary thereafter to maintain its railroad facilities and the substructure and superstructure of the existing bridge exclusive of the bridge roadway wearing surface and the instant work performed by the department in accordance with numbered Paragraphs 2 and 4 of this order.”

“15. That Department of Transportation, at its sole cost and expense, upon service of this order, furnish all material and do all work necessary thereafter to maintain the highway approaches to the crossing and the bridge roadway wearing surface.”

Department of Transportation, by petition filed February 11, 1975, sought modification of this Commission's order of January 20, 1975, so to be relieved of all cost and maintenance for the repair of the involved bridge, except for the wearing surface. By order dated March 25, 1975, this Commission denied said petition.

In its instant petition, the department avers that the maintenance responsibility for the structure, as described in numbered Paragraph 14 of our order of January 20, 1975, is unclear in that said paragraph can be in-

terpreted as relieving Erie Lackawanna Railway Company of maintenance of the deck slab because the order excludes the "instant work" to be performed by the department from the maintenance responsibility of the railroad company. Numbered Paragraph 2 of said order provides that the "instant work" is to be performed by the department (including repairs to the deck slab).

The department also avers that our order of January 20, 1975, is devoid of any assignment of maintenance responsibility of the bridge sidewalk and that, under existing law, the department is only responsible, in boroughs, for the roadway between curb lines. Therefore, Borough of East Stroudsburg should be ordered to maintain said bridge sidewalk.

In its instant petition, the department refers to that portion on page 2 of our order of March 25, 1975, which reads as follows:

"Borough of East Stroudsburg . . . avers that it reasonably believes that Department of Transportation has performed routine maintenance of salting and snow removal of the bridge for a period in excess of 20 years"

and to lettered Paragraph D on page 4 of the same order which reads as follows:

"That Department of Transportation, in removing snow, placing deicing chemicals on the approaches to the crossing, continued said operations across the bridge. The deterioration of the concrete of the bridge sidewalk slab adjacent to the abutments has resulted from the surface drainage from the bridge roadway seeping through the joint between the deck slab and the abutment backwalls."

The department avers that no testimony was presented at the September 24, 1975, hearing in this proceeding, regarding the salting of the bridge roadway by the department, except by minute reference on cross-examination of the secretary of East Stroudsburg Borough.

The department further avers that it has evidence to present to this Commission that no deicing chemicals were placed on the sidewalk by the department, that deterioration of the concrete sidewalk is primarily due to the poor quality of concrete originally used and, that the sidewalk and sidewalk backwall are not the areas where bridge roadway drainage seeps through the joint between the deck slab and the abutment backwall.

Borough of East Stroudsburg, in its answer to the department's instant petition, avers that our orders at this docket dated January 20, 1975, and

March 25, 1975, are clear, fair, and reasonable and there is no need for further hearing on this matter.

Erie Lackawanna Railway Company, in its answer to the instant petition of the department, avers that our orders at this docket dated January 20, 1975, and March 25, 1975, are clear, succinct, and equitable and that further hearing would only delay the improvement.

Under letter dated June 23, 1975, submitted by Department of Transportation, and received by the Commission on June 24, 1975, and served upon all other parties by the department, alleges that Act of June 1, 1945, Public Law 1242, Article V, Section 514, as contained in 36 P.S. § 670-514 provides for the following:

“Section 670-514-Bridges on state highways in boroughs and incorporated towns:

The department shall construct, reconstruct, and maintain any bridge over a stream or mill race which the borough or incorporated town is obligated to maintain, and which bridge is located on or forms a part of a state highway within the limits of any borough or incorporated town: Provided, that nothing herein contained shall authorize any assessment to be made against the Commonwealth by reason of, or to assist in the elimination of, any grade crossing, or in the reconstruction of any structure eliminating a grade crossing, on any highway within the limits of a borough or incorporated town, and no such assessment shall hereafter be made under any act of Assembly heretofore enacted. 1945, June 1, P.L. 1242, Article V, Section 514.”

In the letter of June 23, 1975, PennDOT asserts that this act provides that no assessment shall be made against the Commonwealth by reason of the reconstruction of any structure which eliminates a grade crossing on any state highway within the limits of a borough.

In response to PennDOT's letter of June 23, 1975, Borough of East Stroudsburg asserts that (1) this reconstruction is not for the purpose of eliminating a grade crossing, (2) the act cited is inapplicable because it specifically refers to any bridge over a stream or mill race and the bridge here crosses railroad tracks, and (3) the courts recognized power of the Commission to assess costs in this matter, particularly as set forth in East Stroudsburg's original Memorandum of Law.

This Commission at public meeting held June 3, 1975, granted the instant petition of Department of Transportation for further hearing to receive testimony only on the following matters:

1. Evidence that the department has not placed deicing chemicals on the bridge sidewalk.
2. Evidence that the deterioration of the concrete sidewalk is primarily due to poor quality concrete originally used in the construction thereof.
3. Evidence that the sidewalks and sidewalk backwalls are not the areas where bridge roadway drainage seeps through the joint between the deck slab and the abutment wall.

Further hearing was held in Stroudsburg on August 28, 1975, with Clark Frailey, highway foreman, Monroe County, David Reidenouer, aggregate research engineer, and Ronald M. Tirpak, district bridge engineer, for Pennsylvania Department of Transportation; and Carl L. Michaels, superintendent of public utilities, and Donald C. Gage, borough secretary-manager, for Borough of East Stroudsburg, making appearances and giving testimony. Erie Lackawanna Railway Company was represented at the hearing but did not offer any testimony. County of Monroe was notified of the time and place of the hearing but did not make an appearance.

At the conclusion of the hearing, Counsel for Department of Transportation stated the department would file a brief in this proceeding. Over 40 days have elapsed since the parties were notified to file any briefs, but to date none have been received.

Mr. Frailey testified for the department that the department uses sodium chloride and calcium chloride, commonly referred to as salt, on the bridge roadway at the involved crossing and the approaches thereto. Under cross-examination, the witness testified that, at times, several applications of deicing chemicals are made to prevent ice buildup on the bridge during one snow storm. However, the witness testified, the department does not spread salt on the sidewalk.

The witness further testified that the salt is spread by spinners, calibrated to distribute 200 pounds of salt per mile, located on the rear of trucks, and that during the spreading operation, the salt does not go beyond, to any great extent, the eight foot width of the trucks, and, as such, no salt is thrown up on the bridge sidewalk. Under cross-examination, the witness testified that the salt truck operators are instructed to turn off the spinners, upon approach of a vehicle, so as to prevent flying salt from striking the passing vehicle and damaging the vehicle's paint. The witness further testified that, upon striking the roadway, the salt will bounce, with the bounce distance depending on the speed of the truck. The witness also testified, under cross-examination, that if vehicles travel at a decent speed, the amount of slush splashed, during the passing of the vehicle, will be minimal.

Mr. Frailey testified that the department plows the bridge roadway between curbs to remove accumulated snow, but during the plowing operations, the snow is not plowed onto the sidewalk. The witness further testified that since the department does not remove snow from the bridge sidewalk, and if it did plow roadway snow onto the sidewalk, numerous complaints would be received from the local residents. Under cross-examination, the witness testified that, during roadway plowing operations, there is a possibility of four inches of snow being plowed onto the sidewalk.

3PennDOT Exhibit No. 3, admitted at the hearing held August 28, 1975, is one sheet of a sketch showing the location of eight 4-inch diameter concrete cores, taken by the department, at various locations on the sidewalk of the involved bridge.

PennDOT Exhibit No. 1, admitted at the hearing held August 28, 1975, consists of four sheets entitled "Air Content of Hardened Concrete by Linear Traverse Analysis," showing the department's laboratory results of the eight concrete cores taken at the locations shown on PennDOT Exhibit No. 3.

PennDOT Exhibit No. 2, admitted at the hearing held August 28, 1975, is one sheet summarizing the results of the individual laboratory tests as shown on PennDOT Exhibit No. 1.

The test results, as shown on PennDOT Exhibits Nos. 1 and 2, show that in all cases the paste quality of the concrete is good; the aggregate bond is good in six of the cores and fair in two; the air content, consisting of entrapped and entrained air, is insufficient in seven cores and adequate in one; and that the chloride ion content, measured in pounds per cubic yard, is 0.00 in four cores and varies from 0.74 to 7.98 in four.

Mr. Reidenouer testified for the department, in explaining the test results, that good aggregate bond signifies that the concrete has good strength; that paste quality is a general summary of the appearances of paste, whether there is cracking, and rates everything all together; that the amount of air entrainment in concrete determines the resistance of the concrete to frost damage; and that the chloride ion test determines the amount of chloride ions present in the concrete.

The witness further testified the department considers the range of air entrainment from 2.5 percent to 7 percent as being adequate to protect concrete from frost damage, and that only one of the eight test cores, with 2.66 percent air entrainment was within the desired range. Based on these

results, the witness testified, the bridge sidewalk concrete is susceptible to frost damage caused by the freeze-thaw cycle.

The witness further testified that standards for air entrainment were nonexistent in 1932, when the involved bridge was constructed, and that the existing concrete was acceptable according to the standards at that time.

Mr. Reidenouer testified that the results of the chloride ion tests are rather meaningless as the range in content is too great to statistically take a meaningful average.

The witness further testified that, in his experience, he has found that salt does not contribute to deterioration of concrete.

Under cross-examination, the witness testified that, for reinforced concrete, no problems arise with chloride ions until the ions reach the reinforcing bars, at which time corrosion takes place on the steel, which in turn creates stress in the concrete as the bars expand, with the final result being cracked concrete. The witness further testified that salt accelerates the deterioration of reinforcement bars.

Under further cross-examination Mr. Reidenouer testified that the ends of the bridge sidewalk, adjacent to the joint between the bridge deck and abutments, are the main locations of sidewalk deterioration, with said deterioration being caused by water, that runs off the bridge deck and penetrates the capillary cavities of the concrete, freezing, thereby expanding and corroding the concrete to the extent that the reinforcement bars rust and expand, thereby deteriorating the entire ends of the concrete sidewalk slab.

It is noted that PennDOT Exhibit Nos. 1 and 2 show that a high concentration of chloride ions are present in the cores taken adjacent to the east end of the bridge, while at the west end, the nearest core to the end was approximately ten feet away.

Under cross-examination, the witness testified that the Federal Highway Administration dictates that the upper limit of chloride ions in concrete cannot exceed two pounds per cubic yard. It is noted that three of the cores, including the core adjacent to the east end of the bridge, as shown on PennDOT Exhibit Nos. 1 and 2 contain considerably more than the aforementioned limit.

Mr. Tirpak testified for the department that the basic drainage design of the bridge consists of the sidewalk and roadway surfaces both being

sloped towards the gutter, which in turn is on a vertical curve, providing for water to drain from the center of the bridge towards both approaches.

The witness testified that it was the apparent intent of the designers of the involved bridge to provide a water tight joint at both ends of the bridge to allow the water to pass over the bridge into the approach roadway drainage facilities, but that inadequate maintenance of the roadway joints at each end of the bridge has resulted in unsealed joints which permit surface water to seep through.

A detail of the sidewalk joint at the ends of the bridge, as shown on Sheet 3 of the construction plans, identified as Erie Lackawanna Exhibit No. 1, admitted at the hearing held September 24, 1974, shows that said joint consists of two steel angles embedded in concrete, separated by an opening filled with asphaltic concrete held by a U-shaped copper flashing.

Under cross-examination, Mr. Tirpak testified that salt could cause the steel angles to deteriorate but that periodic maintenance of the angles would have prevented said deterioration.

The witness testified that the approach drainage inlets located adjacent to the east end of the bridge, are partially blocked to the extent that the capacity of the drainage system is restricted and that since the tops of these inlets are only seven and three-quarter inches below the roadway surface at the end of the bridge, any severe ponding in the area of the inlets could cause some water to drain through the bridge roadway joint.

The witness further testified that Borough of East Stroudsburg is responsible for the maintenance of the approach drainage system.

Under cross-examination, Mr. Tirpak testified that the deterioration and actual failure of the concrete sidewalk slab has occurred at each end of the bridge adjacent to the joint between the bridge deck and the abutment.

The witness testified that the water that is seeping in and damaging the sidewalk is coming from the road surface and not coming off the sidewalk level itself.

The witness further testified that the department disclaims any responsibility for the deterioration of the sidewalk based on the deferred maintenance by the borough on the approach drainage system and by the railroad company on not making the needed repairs on the structure resulting from freeze-thaw action.

Mr. Michaels testified for Borough of East Stroudsburg that he has seen the east highway approach to the crossing, in the vicinity of the drainage inlets, ponded up to a depth of two to three inches on several occasions, but to his knowledge, the ponding has never reached the level of the bridge, and has only occurred due to snow and ice blockage of the inlet.

Under cross-examination, the witness testified that the last time Department of Transportation resurfaced the involved highway, in the vicinity of the crossing, the department placed a 5-inch deep steel grating on top of the existing 3-inch deep cast iron grating at the aforementioned inlets, which means that debris restricting the inlet opening has a tendency to hang up within the criss-cross grating, but that said restriction does not interfere with the flow of water.

Mr. Michaels also testified that, if there was a problem associated with the inlets, the borough would clean same, although it would be a major job as the grates are held in place with bituminous material placed by the department during resurfacing operations.

Under cross-examination, the witness testified that the drainage from the inlets drain onto wooden flumes in front of the east abutment and is carried down onto railroad right-of-way, from which underground drains pipe the water away from the edge of the track.

The witness testified that the borough does not apply deicing chemicals to the bridge roadway, nor does it shovel the snow from the sidewalk. Under cross-examination, the witness testified that he has seen railroad personnel shoveling the sidewalk but he is unaware if the company has ever used salt on the sidewalk.

Mr. Gage testified for Borough of East Stroudsburg that he could not recall any complaints from local residents that the department, during its plowing operations, had deposited snow on the involved sidewalk area.

In a concluding statement, counsel for Borough of East Stroudsburg pleaded the urgent need for early repairs to the bridge deck.

The Commission finds that the letter submitted by PennDOT on June 23, 1975, alleging that no assessment shall be made against the Commonwealth in this matter, is without merit for the following reasons: (1) This section applied specifically to assessment by reason of or to assist in the elimination of . . . any grade crossing or in the reconstruction of any structure eliminating a grade crossing. If words are to be given their true meaning there is no elimination of any grade crossing here, as the crossing

will remain in existence. (2) Notwithstanding, the effect sought to be given to the Act of June 1, 1945, P.L. 1242, as amended, 36 P.S. § 670-514, ignores the well established principal that in case of conflict between the state highway law and Section 411(a) of the Public Utility Law (66 P.S. § 1181(a)), (giving the Commission exclusive jurisdiction over rail-highway crossing proceedings), the latter must prevail. *Department of Highways v. Pennsylvania Public Utility Commission*, 198 Pa. Super. Court 87, 182 A2 267 (1962). It is also to be noted that Section 409 of the Public Utility Law similarly grants the Commission jurisdiction over assessment of costs and railroad crossing proceedings. To reiterate, no elimination or reconstruction is presently contemplated at the involved crossing, and nothing in Section 670-514 of the Act of 1945 limits the power of the Commission to assess the Commonwealth for maintenance, alterations, or repairs in appropriate instances. (See *Department of Highways of the Commonwealth of Pennsylvania v. Pennsylvania Public Utility Commission*, 141 Pa. Super. 376, 383, 14 A2 611 (1940)).

Upon full consideration of the record in this proceeding, including the testimony and exhibits presented at the hearing held August 28, 1975, we make the following findings as hereinafter set forth:

1. Department of Transportation places deicing chemicals on the bridge roadway and approaches thereto, as necessary to keep the roadway ice and snow free.
2. Department of Transportation plows snow from the bridge roadway and approaches thereto, between curbs.
3. Although Department of Transportation does not place salt directly on the sidewalk, some salt that was applied to the roadway reaches the sidewalk area during the department's salt spreading and snow plowing operations, and as a result of displacement of brine water by motor vehicles.
4. Department of Transportation does not remove snow from the bridge sidewalk.
5. Borough of East Stroudsburg does not remove snow from the bridge sidewalk.
6. Erie Lackawanna Railway Company removes snow from the bridge sidewalk.
7. Borough of East Stroudsburg does not apply salt to the bridge sidewalk.

8. The concrete in the sidewalk has good aggregate bond that signifies good concrete strength.

9. The paste quality of the sidewalk concrete is good.

10. The amount of air entrainment in the sidewalk concrete is insufficient to provide adequate resistance to frost damage resulting from the freeze-thaw cycle phenomenon.

11. Standards for air entrainment were nonexistent when the bridge was constructed in 1932.

12. The concrete of certain areas of the sidewalk contains a heavy amount of salt.

13. The surface of the sidewalks slopes toward the roadway gutter at the curb line.

14. The roadway surface slopes toward the curb line.

15. The grade of the highway is on a vertical curve at the crossing, which causes roadway surface water to drain toward both approaches.

16. The deterioration and actual failure of the sidewalk concrete slab has occurred at the end of the bridge adjacent to the joint between the bridge deck and the abutment.

17. The seal in the joint between the bridge deck and abutments at the gutter line is not water tight and permits deck drainage to seep through.

18. Salt accelerates the corrosion of reinforced concrete and steel members.

19. Concrete with low air entrainment is subject to deterioration due to the freeze-thaw cycle phenomenon.

20. The deterioration of the concrete in the sidewalk and sidewalk support brackets at the ends of the bridge is caused by freeze-thaw action and salt corrosion.

21. Borough of East Stroudsburg maintains the highway approach drainage systems, which includes the drainage pipes extending through the east abutment of the bridge.

22. Numbered Paragraph 2 of our order of January 20, 1975, directs the

department, at its initial cost and expense, to repair the deteriorated bridge sidewalk areas, remove the existing bridge roadway wearing surface, repair the concrete deck slab as necessary and resurface the bridge roadway with bituminous material.

23. Numbered Paragraph 4 of our order of January 20, 1975, directs the department, at its sole cost and expense, to repair the drainage pipe and the east abutment in the area of said pipe together with any soil erosion around the abutment.

24. Numbered Paragraphs 5 and 6 of our order of January 20, 1975, direct Erie Lackawanna Railway Company, at its sole cost and expense, to paint the exposed structural steel of the bridge, and to furnish and maintain flagmen and watchmen services during the time work is being performed in accordance with the order.

25. Numbered Paragraph 14 of our order of January 20, 1975, directs the railroad company to maintain the substructure and superstructure of the bridge, exclusive of the bridge roadway wearing surface and the instant work performed by the department in accordance with numbered Paragraphs 2 and 4 of the order of January 20, 1975.

26. Numbered Paragraph 15 of our order of January 20, 1975, directs the department to maintain the highway approaches to the crossing and the bridge roadway wearing surface.

27. PennDOT Exhibit No. 1, late-filed on December 4, 1975, is the department's estimate to rehabilitate the bridge deck and sidewalk slabs, exclusive of maintenance traffic, and is summarized as follows:

Remove Existing Wearing Surface	\$5,000.00
Patching Concrete	20,000.00
Membrane Waterproofing	2,178.00
Bituminous Wearing Surface	2,134.50
Total	<u>\$29,312.50</u>

28. Our order of January 20, 1975, directs that the department be reimbursed, as follows, for the work it performed in accordance with numbered Paragraph 2 of said order, for which it estimates the cost thereof at \$29,312.50, as described in Finding No. 27 above:

Erie Lackawanna Railway Company	30%
Monroe County	20%
East Stroudsburg Borough	10%
Total Reimbursement	<u>60%</u>

29. Although the predecessor to Erie Lackawanna Railway Company constructed the bridge in 1932, under Pennsylvania Public Service Commission order at Application Docket No. 21025, replacing an inadequate structure, the responsibility for maintenance of the bridge has not been assigned by order of this Commission or its predecessor or any agreement between the parties.

30. The parties, Pennsylvania Department of Transportation, Erie Lackawanna Railway Company, Borough of East Stroudsburg, and County of Monroe are properly before this Commission pursuant to its comprehensive grade crossing powers conferred by Sections 409 and 411 of the Public Utility Law (66 P.S. §§ 1179 and 1181).

31. Pennsylvania Department of Transportation, Erie Lackawanna Railway Company, Borough of East Stroudsburg and County of Monroe are individually "concerned" and "interested" in the current proceeding within the content of the aforesaid specific provisions of the Public Utility Law and as denoted by the record in this proceeding.

Upon full consideration of all specific findings of fact aforesaid, we hereby determine and conclude that the new evidence of Department of Transportation, adduced at the hearing held August 28, 1975, does not justify the department's averments that it should be relieved of all costs of rehabilitating the structure and, as such, the allocation of the costs of said work, as directed in our order of January 20, 1975, should not be disturbed, except that numbered Paragraph 4 of said order should be modified to direct Borough of East Stroudsburg, at its sole cost and expense, being responsible for the maintenance thereof, to do the work required to the highway approach drainage system.

We also determine and conclude that this Commission's order of January 20, 1975, directs that all work ordered performed by said order, be completed on or before June 1, 1975. Inasmuch as these additional proceedings have extended beyond the specified completion date, this Commission deems it proper that the time of completion be extended to June 1, 1976.

We further determine and conclude that it was the intent of our order of January 20, 1975, to assign to Erie Lackawanna Railway Company the maintenance responsibility of the substructure and superstructure of the bridge, including the sidewalk thereon, but excluding the bridge roadway wearing surface; however, it is apparent that some clarification is necessary; **THEREFORE,**

IT IS ORDERED:

A. That the prayer of petition of Department of Transportation of the Commonwealth of Pennsylvania, filed April 17, 1975, seeking modification of this Commission's order of January 20, 1975, and March 25, 1975, by relieving the department of all costs and maintenance of the structure except for the wearing surface of the roadway and approaches to the bridge, is hereby denied, except as hereinafter specified.

B. That numbered Paragraphs 4, 7, 14, and 15 of our order of January 20, 1975, which read as follows, to wit:

"4. That Department of Transportation, at its sole cost and expense, furnish all material and do all work required to repair the drainage pipe and the east abutment in the area of said pipe together with any soil erosion around the abutment."

"7. That all work, ordered performed by this order, be fully completed in a manner satisfactory to this Commission on or before June 1, 1975, and that on or before said date Department of Transportation and Trustees of Erie Lackawanna Railway Company each report to this Commission the date of actual completion of its respective portion and, at the earliest practicable times subsequent to said date of completion, submit to this Commission a detailed statement of the actual cost incurred by it in furnishing material and in performing work in accordance with this order."

"14. That Trustees of Erie Lackawanna Railway Company, at its sole cost and expense, upon service of this order, furnish all material and do all work necessary thereafter to maintain its railroad facilities and the substructure and superstructure of the existing bridge exclusive of the bridge roadway wearing surface and the instant work performed by the department in accordance with numbered Paragraphs 2 and 4 of this order."

"15. That Department of Transportation, at its sole cost and expense, upon service of this order, furnish all material and do all work necessary thereafter to maintain the highway approaches to the crossing and the bridge wearing surface."

be and are hereby modified to read as follows:

"4. That Borough of East Stroudsburg, at its sole cost and expense, furnish all material and do all work required to repair the drainage pipe, and east abutment and wooden flumes in the area of said pipe, together with any soil erosion around the abutment."

"7. That all work ordered performed by this order, be fully completed in manner satisfactory to this Commission on or before June 1,

1976, and that on or before said date Department of Transportation, Trustees of Erie Lackawanna Railway Company, and Borough of East Stroudsburg each report to this Commission the date of actual completion of its respective portion and, at the earliest practicable time subsequent to said date of completion, submit to this Commission a detailed statement of the actual cost incurred by it in furnishing material and in performing work in accordance with this order.”

“14. That Trustees of Erie Lackawanna Railway Company, at its sole cost and expense, upon service of this order, furnish all material and do all work necessary thereafter to maintain its railroad facilities and the substructure and superstructure of the involved bridge exclusive of: (a) the bridge roadway wearing surface, and (b) that portion of the structure ordered to be repaired by Department of Transportation pursuant to Paragraph 2 of the Commission’s order of January 20, 1975. Upon completion of the aforesaid repairs by Department of Transportation, Trustees of Erie Lackawanna Railway Company shall assume the maintenance responsibility for that portion of the structure repaired by the Department.”

“15. That Department of Transportation, at its sole cost and expense, upon service of this order, furnish all material and do all work necessary thereafter to maintain the bridge roadway wearing surface and the highway approaches to the crossing, exclusive of the roadway drainage system.”

C. That our order at this docket dated January 20, 1975, be and is hereby supplemented to include the following:

That Borough of East Stroudsburg, at its sole cost and expense, upon service of this order, furnish all material and do all work necessary thereafter to maintain the roadway drainage systems located on the highway approaches to the crossing.

D. That in all respects not inconsistent herewith, our orders of January 20, 1975, and March 25, 1975, remain in full force and effect.
