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July 14, 2014

VIA FEDEX

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
P.O. Box 3265
Harrisburg, PA 17105-3265

RECEIVED
JUL 14 2014
JBLC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Docket No. I-00970069

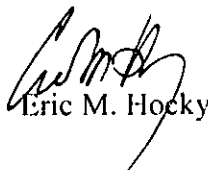
Dear Secretary Chiavetta:

Enclosed for filing are the original and three copies of the Stipulation and Settlement, fully executed by all counsel on behalf of their clients. Please time stamp the extra copy enclosed, and return it to me in the stamped, self-addressed envelope provided for your convenience.

Please let me know if there are any questions regarding this filing. Thank you.

Respectfully,

CLARK HILL PLC


Eric M. Hocky

EMH/dml
Encls.

cc: Hon. Ember S. Jandebour (by email)
All counsel of record (by email)

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JUL 14 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Before the

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Investigation upon the Commission's)
own motion to determine the condition,)
disposition, and responsibility for)
maintenance of the existing crossing)
structure carrying Mary Street (T439))
above the grade of the track of the)
Reading, Blue Mountain and Northern)
Railroad Company in Fairview Township,)
Luzerne County (AAR 361 417 S))

Docket No. I-00970069

STIPULATION AND SETTLEMENT

The undersigned, being counsel for all of the parties to this proceeding, hereby submit this Stipulation and Settlement to address all of the issues that the Commission and the Administrative Law Judge have requested the parties to address:

Procedural Background

1. By Letter dated June 12, 1997, Fairview Township ("Township") notified the Commission that the existing bridge carrying Mary Street over the tracks of RBMN ("Bridge") had been closed to vehicular and pedestrian traffic on February 3, 1997, upon the recommendation of the Township's consultants.

2. On October 6, 1997, the Commission initiated the above-captioned investigation. Administrative Law Judge (ALJ) Richard Lovenwirth issued a Recommended Decision on

December 7, 1998, in which he found that demolition and reconstruction of the Bridge was appropriate.

3. In an Order entered May 24, 1999 (the “1999 Order”), the Commission adopted ALJ Lovenwirth’s Recommended Decision and, *inter alia*, directed the Township to prepare, and submit to this Commission for approval, construction plans for the demolition and removal of the Bridge. The pertinent plans were to be submitted on or before May 24, 2001. 1999 Order at ¶¶ 7-8.

4. The Township requested and was granted several extensions of time to submit the relevant plans. By Secretarial Letter issued on June 14, 2007, the Commission certified the plans as correct and approved them.

5. Ordering Paragraph No. 9 of the 1999 Order required the Township, within twelve months of Commission approval of the construction plans, to furnish the material and complete the construction work in accordance with the approved plans. The Township requested and was granted a number of extensions of time in which to complete the work directed by Ordering Paragraph No. 9. Per the terms of the Commission’s Order entered on August 2, 2012, the most recent deadline for completion of the project was December 31, 2013.

6. On December 24, 2013, the Township filed (1) a Petition for Partial Rescission and Amendment (“Petition”) of the 1999 Order seeking authority to remove the Bridge, and to eliminate the obligation to replace it, and (2) a Motion in the Alternative for Extension of Time to Comply with Paragraph No. 9 of the 1999 Order.

7. On January 14, 2014, Reading Blue Mountain and Northern Railroad Company (“RBMN”) filed an Answer agreeing that the Bridge should not be replaced, but suggesting that the Bridge could be abandoned as a roadway and left in place.

8. By Opinion and Order dated April 3, 2014 (the “2014 Order”), the Commission agreed that the circumstances have changed in the seventeen years the Bridge has been closed, but referred the matter to the Office of Administrative Law Judge (“OALJ”) for updating the record and making a recommendation on disposition and timing. The OALJ assigned this matter to ALJ Ember S. Jandebaur.

9. The direct written testimony requested by the ALJ and the Commission requested that the parties address the current condition of the Mary Street Bridge, whether the Mary Street Bridge should be removed, replaced or left in place, how the costs should be apportioned, and who should be responsible for future maintenance.

Stipulations of Fact

The following stipulations of fact are based upon the written testimony submitted by Township, the PUC Bureau of Technical Utility Services (“BTUS”), and the Pennsylvania Department of Transportation (“PennDOT”), and the agreement of the parties.

10. The Mary Street Bridge is deteriorating, is not safe for use by the public, and should be removed.

11. It has been determined that at this time, reopening of the Mary Street Bridge would create an unsafe intersection where Mary Street would connect with State Route 309.

12. The Township has made permanent arrangements for access to the Solomon Gap area of the Township so there is no longer any public necessity to replace the Mary Street Bridge, and the crossing should be abolished.

13. RBMN withdraws its request to have the crossing abolished with the Bridge being left in place.

14. The Bridge should be demolished and removed at the initial cost and expense of the Township. Removal will be completed by December 31, 2016.

15. Based on the estimated cost of removal provided by the Township, and the confirmation by the Township and PennDOT that public funding of the project will continue to be available for the removal of the Bridge, the parties agree that the cost allocations of the 1999 Order, ¶¶ 22-24, should not be changed, i.e., the costs incurred by the Township to date, and the costs of removal should be allocated as follows:

Township	50%
County	10%
RBMN	40%

16. The 1999 Order required the non-carrier utilities PG Energy Inc. (now UGI Penn Natural Gas, Inc. (“UGI”)) and Pennsylvania American Water Company (“PAWC”) to bear the costs of removing their facilities from the Bridge before it is demolished and to relocate their facilities to accommodate the project. 1999 Order, ¶ 14. The parties agree that the cost allocations to the non-carrier utilities should not be changed.

17. The abolishment of the crossing and removal of the Mary Street Bridge will require UGI and PAWC to relocate their facilities.

18. RBMN has agreed that after the removal of the Bridge, UGI and PAWC may cross above the railroad right of way at the location (and height) of the current Mary Street Bridge pursuant to private license agreements entered or to be entered into between each utility and RBMN. Pursuant to the agreements, the utilities shall, inter alia, reimburse RBMN for the costs of any necessary engineering review and flagmen related to construction of new facilities / support structures to cross the right of way, as well as the costs of future maintenance of their facilities.

Settlement

Based on the stipulations set forth above, the parties jointly request that the ALJ recommend to the Commission the following amendments to the 1999 Order:

- (1) The circumstances relied upon in the 1999 Order have changed.
- (2) It is no longer necessary or in the public interest for the Mary Street Bridge to be replaced.
- (3) Based on the condition of the Mary Street Bridge, the Bridge should be removed and the crossing abolished.
- (4) Township, at its initial cost and expense, will demolish and remove the existing Mary Street Bridge, remove the existing pavement materials between SR 309 and the Bridge, and permanently barricade the roadway on both sides of where the Bridge has been removed. The work of demolition and removal shall be completed by December 31, 2016.
- (5) The work of the Township shall be coordinated with RBMN, UGI and PAWC.
- (6) The demolition and removal work of the Township shall be completed to the satisfaction of the Commission by and through BTUS, and the Township shall report to the Commission the actual date of completion of its work, and thereafter submit to the Commission a detailed statement of the actual costs incurred and the amount of public funds received.
- (7) The cost allocations set forth in paragraphs 22-24 of the 1999 Order shall remain unchanged.
- (8) UGI and PAWC shall each respectively, at its sole cost and expense, furnish all material and do all work necessary to remove its facilities from the Bridge before it is demolished, and to relocate or reconstruct its facilities as needed.

(9) Township shall be responsible for future maintenance of the barricades. RBMN, UGI and PAWC shall each respectively be responsible for future maintenance of its own facilities.

Respectfully submitted,

FAIRVIEW TOWNSHIP
By its counsel
ROSENN, JENKINS & GREENWALD, LLP

Dated: July 9, 2014

By: Donald H. Brobst
Donald H. Brobst
Attorney ID No. 17833

PUBLIC UTILITY COMMISSION, BUREAU OF
TECHNICAL UTILITY SERVICES
By its counsel

Dated: July __, 2014

Adam D. Young
Prosecuting Attorney
Attorney ID No. 91822

PENNSYLVANIA DEPARTMENT OF
TRANSPORTATION
By its counsel

Dated: July __, 2014

Nicholas D. Mertens
Assistant Counsel
Attorney ID No. 313998

[signatures continued on next page]

(9) Township shall be responsible for future maintenance of the barricades. RBMN, UGI and PAWC shall each respectively be responsible for future maintenance of its own facilities.

Respectfully submitted,

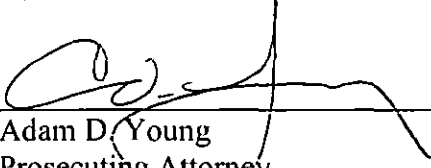
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Dated: July __, 2014

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Donald H. Brobst
Attorney ID No. 17833

PUBLIC UTILITY COMMISSION, BUREAU OF
TECHNICAL UTILITY SERVICES
By its counsel

Dated: July 10, 2014



Adam D. Young
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Attorney ID No. 91822

PENNSYLVANIA DEPARTMENT OF
TRANSPORTATION
By its counsel

Dated: July __, 2014

Nicholas D. Mertens
Assistant Counsel
Attorney ID No. 313998

[signatures continued on next page]

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ROSENN, JENKINS & GREENWALD, LLP

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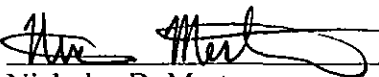
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By its counsel

Dated: July __, 2014

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By its counsel

Dated: July 10, 2014



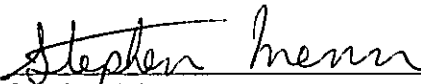
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[signatures continued on next page]

LUZERNE COUNTY

By its counsel

Dated: June 14, 2014



Stephen Menn

Attorney ID No. 40655

READING BLUE MOUNTAIN AND
NORTHERN RAILROAD COMPANY

By its counsel

CLARK HILL PLC

Dated: June __, 2014

By: _____

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UGI PENN NATURAL GAS, INC.

By its counsel

Dated: June __, 2014

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Attorney ID No. 33590

PENNSYLVANIA AMERICAN WATER
COMPANY

By its counsel

COZEN O'CONNOR

Dated: June __, 2014

By: _____

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Joshua L. Belcher

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LUZERNE COUNTY
By its counsel

Dated: June __, 2014

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READING BLUE MOUNTAIN AND
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CLARK HILL PLC

Dated: July 11, 2014

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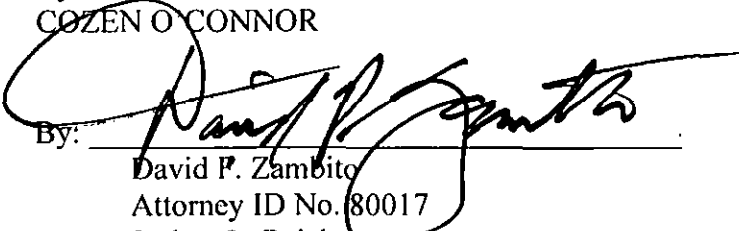
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Dated: July __, 2014

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By its counsel
COZEN O'CONNOR

Dated: July 17, 2014

By: 

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Joshua L. Belcher
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CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document by U.S. first class mail, postage prepaid, upon the participants listed below, in accordance with the requirements of Section 1.54 (relating to service by a participant):

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Joshua L. Belcher, Esquire
Cozen O'Connor
305 North Front Street
Suite 400
Harrisburg, PA 17101

and one true copy of the foregoing document by first class mail, postage prepaid, and by e-mail upon:

Hon. Ember S. Jandebaur
Administrative Law Judge
Room 317, State Office Building
100 Lackawanna Avenue
Scranton, PA 18503

Dated: July 14, 2014



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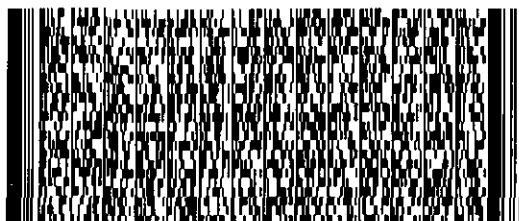
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