

Friends of the Atglen-Susquehanna Trail, Inc.

FAST STATEMENT 3

PHMC Statement 1  
Witness: Brenda Barrett

C-00913256  
A-00111016  
6/12/97  
Harrisburg

WJH

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
Docket No. A00111016

Direct Testimony and Exhibits  
of Brenda Barrett

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Q. Please state your name and business address.

A. Brenda Barrett, Pennsylvania Historical and Museum  
Commission, Bureau for Historic Preservation, P. O. Box  
1026, Harrisburg, Pennsylvania 17108.

Q. By whom are you employed and in what capacity?

A. I am employed by the Pennsylvania Historical and Museum  
Commission (PHMC) as the Director for the Bureau for  
Historic Preservation. The bureau administers the  
Commonwealth's program of assistance to historic and  
archaeological sites and properties. This includes  
surveying and evaluating properties for the eligibility  
to the National Register of Historic Places; the granting  
of funds to organizations and local governments for  
historic preservation purposes; granting tax benefits to  
qualified rehabilitation projects; and providing  
technical assistance to municipalities and owners of  
historic properties. The bureau oversees the review of  
over 7,000 state and federal projects a year to assess  
their impact on significant historic and archaeological  
resources.

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1 As Director for the Bureau for Historic Preservation and  
2 as the Deputy State Historic Preservation Officer, I am  
3 responsible for the management of the program areas and  
4 for developing and implementing state and federal policy  
5 for the management and protection of historic and  
6 archaeological resources.

7 Q. Please describe your background and qualifications.

8 A. My curriculum and vitae is attached to my testimony as  
9 Exhibit No. 1-A. I began my career working for the  
10 National Park Service's National Register Program. In  
11 1979, I was hired by the Pennsylvania Historical and  
12 Museum Commission in the historic preservation program  
13 and subsequently became its director.

14  
15 For the past fifteen years, I have worked in the field of  
16 historic preservation. I have particular expertise in  
17 the areas of archaeology, cultural resource management,  
18 historic preservation law and National Register Programs.  
19 I have written and lectured frequently on these subjects  
20 at many colleges and universities, to professional  
21 organizations and to the general community.

1 Q. What is the purpose of your testimony in this  
2 preceding?

3 A. In my testimony, I outline the constitutional and  
4 statutory basis for the preservation of historic and  
5 archaeological resources in Pennsylvania. I also  
6 discuss the relationship of these programs to the  
7 federal historic preservation program. Based on these  
8 mandates, I review the process by which cultural  
9 resources should be identified, evaluated, assessed for  
10 project impact, and protected or mitigated during  
11 construction.

12 I summarize the PHMC's assessment of the historic  
13 significance of the Atglen-Susquehanna Rail Line which is  
14 a part of the Knola Branch, and our comments to the  
15 Interstate Commerce Commission concerning Conrail's  
16 proposal to a proposed abandonment of the property. I  
17 outline our historic preservation concerns for the  
18 bridges/structures that are an integral part of the rail  
19 line and present information on our other actions.

1           **ROLE OF PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION**  
2                   **IN THE PROTECTION OF THE STATE'S HISTORICAL**  
3                           **AND ARCHAEOLOGICAL RESOURCES**

4       Q.    Please describe the role of the Pennsylvania Historical  
5            and Museum Commission?

6       A.    The PHMC serves as the Commonwealth's agency charged with  
7            the conservation of Pennsylvania's rich cultural  
8            heritage. 37 Pa. C.S. Section 101 et seq. This  
9            responsibility includes the management of historic sites  
10           and museums, the care of the public records of the  
11           Commonwealth, the conservation of objects and artifacts,  
12           the publication of historical works and the historic  
13           preservation programs.

14      Q.    What is the Commission's statutory authorization?

15      A.    The PHMC's statutory authority was consolidated into the  
16            History Code in 1988. The Commission was made  
17            responsible for implementing key sections of Article I,  
18            Section 27 of the Pennsylvania Constitution. This  
19            section addresses, along with other values, the  
20            preservation of the historic values of the environment.  
21            37 Pa. C.S. Section 102 (1) through (6). The  
22            Environmental Rights Amendment placed the Commonwealth in  
23            a trustee role to preserve and maintain environmental and  
24            historic resources for the benefit of all people. The

1 History Code requires the PHMC to identify, document and  
2 evaluate the significance of historic and archaeological  
3 resources in the state. It further mandates that the  
4 Commission be consulted on state activities which affect  
5 these resources. Section 508.

6 Q. What is the Commission's responsibility to protect  
7 historic resources?

8 A. A critical component of the PHMC's historic preservation  
9 program includes the review of state agency action  
10 specifically defined as permits, programs, codes,  
11 regulations and activities to determine the potential  
12 impact on historic and archaeological properties. The  
13 History Code provides that state agencies must institute  
14 procedures and policies that contribute to the  
15 preservation and enhancement of historic values. Section  
16 508.

17 THE NATIONAL HISTORIC PRESERVATION ACT, THE NATIONAL  
18 REGISTER OF HISTORIC PLACES AND THEIR RELATION  
19 TO THE COMMONWEALTH PROGRAM

20 Q. What is the relationship of the National Historic  
21 Preservation Act to the PHMC's historic preservation  
22 program?

23 A. The National Historic Preservation Act, 16 U.S.C. Section

1 470 et seq. as amended 1992, established a federal  
2 historic preservation program in partnership with a  
3 federal agency, the National Park Service. In each of  
4 the fifty states, the National Park Service provides  
5 funding, program standards and oversight. Most  
6 importantly, this legislation established a commonly  
7 accepted bench mark for historic significance - the  
8 National Register of Historic Places. The National  
9 Register is the nation's list of districts, sites,  
10 buildings, structures and objects significant on a  
11 national, state or local level in American history,  
12 architecture, archaeology, engineering and culture.

13 Just as the History Code requires state agencies to  
14 consider historic and archaeological resources in their  
15 programs and project planning, Section 106 of the  
16 National Historic Preservation Act and its implementing  
17 regulations (36 CFR 800), require federal agencies to  
18 consider the potential effect of their actions on  
19 properties listed in or eligible for the National  
20 Register of Historic Places. The legislation empowers a  
21 State Historic Preservation Officer, a state official  
22 appointed by the Governor of each state, with the  
23 responsibility to oversee this partnership program.

1 Q. How is the National Register of Historic Places used in  
2 the Pennsylvania Historic Preservation Program?

3 A. In Pennsylvania, the criteria for listing properties in  
4 the National Register of Historic Places, is used to  
5 determine the significance of all historic and  
6 archaeological resources. Properties that do not meet  
7 this standard do not come under the preservation  
8 provisions of the National Historic Preservation Act or  
9 the Commonwealth's preservation program. While the  
10 History Code refers to a Pennsylvania National Register  
11 of Historic Places, this program has not been  
12 implemented. The National Register Program or  
13 eligibility for the National Register is used in its  
14 place to determine the significance of cultural  
15 resources.

16 To the extent possible, the PHMC uses the National  
17 Register Program and procedures to evaluate projects for  
18 their potential impact on cultural resources. In many  
19 cases, proposed projects include both federal and state  
20 components - funding, licenses or permits. Using the  
21 federal standard as the primary approach avoids the  
22 problem of conflicting standards of review and prevents  
23 project delay.

1 **DETERMINING RESOURCE ELIGIBILITY FOR THE NATIONAL REGISTER**

2 Q. How are historic resources eligible for the National  
3 Register of Historic Places identified in project  
4 planning?

5 A. Under the regulations implementing the National Register  
6 of Historic Places (36 CFR 800) and accompanying guidance  
7 material, an agency or project proponent is required to  
8 make a reasonable and good faith effort to locate  
9 historic and archaeological properties that may be  
10 affected by an agency's undertaking. This effort  
11 includes consulting with the state's historic  
12 preservation program and undertaking surveys of resources  
13 within the area of impact. The state's preservation  
14 office can provide information on resources in its files  
15 and guidance on undertaking additional field surveys and  
16 developing alternative predictive models. The  
17 implementing regulations state that agencies or  
18 applicants should specifically seek information from  
19 local governmental officials, public and private  
20 historical organizations and other parties likely to have  
21 knowledge of historic properties in the project area.  
22 (See 36 CFR 800.4 (a)(1)).

23 After all resources or classes of resources are  
24 identified, they can be evaluated for historic  
25 significance and for project impact by the state's

1 historic preservation program.

2 **Q. How are the effects of a proposed project on a National**  
3 **Register eligible resource, determined?**

4 A. To determine whether a property is eligible to be listed  
5 in the National Register, the property is classified as  
6 being in one of three groups. If the proposed project  
7 has no effect on a property listed in (or eligible for)  
8 the National Register, it is categorized as a "No  
9 Effect." If the proposed project has an effect that is  
10 not considered harmful to the property listed in (or  
11 eligible for) the National register, the project is to be  
12 categorized as having "No Adverse Effect." If the  
13 proposed project has a harmful effect and diminishes the  
14 integrity of the property, the project shall be  
15 categorized as having an "Adverse Effect" (See Section  
16 106, Step-by-Step, Advisory Council on Historical  
17 Preservation, p. 36 (1986)).

18 **Q. How are adverse effects of a proposed project on the**  
19 **National Register eligible resource, mitigated?**

20 A. Mitigation includes several types of measures which  
21 reduce or compensate the effects of the project to and on  
22 the property. These measures include the limitation or  
23 modification of the extent and magnitude of the project;

1 the repair, rehabilitation, restoration, relocation, or  
2 other forms of preservation of the property; and the  
3 salvaging and/or documentation of the properties which  
4 are not going to be further protected from adverse  
5 effects.

6 Q. Did the PHMC review the proposed abandonment of the  
7 Atglen/Susquehanna Rail Line of the Enola Line Branch  
8 under the authority of the National Historic Preservation  
9 Act?

10 A. Yes. On 22 September 1989, the Bureau for Historic  
11 Preservation received a letter from the Conrail  
12 Corporation dated 20 September 1989 concerning Conrail's  
13 intention to file a notice of Exemption with the  
14 Interstate Commerce Commission for abandonment of two  
15 parallel lines of the Enola Branch (Lancaster and Chester  
16 Counties, Pennsylvania) between Green Giant in Parkesburg  
17 to Port Road Branch at CP "Port" in Manor Township.  
18 This letter prompted the opening of the Environmental  
19 Review (ER) File 89-1632-042 on the date said letter was  
20 received.

21 Q. In your review of this action, did you have any opinion  
22 as to the eligibility for the National Register of  
23 Historic Places of the Atglen/Susquehanna Rail Line?

24 A. Yes. Between 12 December 1989 and 4 September 1991, the

1 Pennsylvania Historical and Museum Commission found that  
2 thirty-two bridges on the two parallel lines between  
3 Green Giant in Parkesburg to Port Road Branch at CP  
4 "Port" in Manor Township were eligible for the National  
5 Register of Historic Places. In addition, there were  
6 known or potential archeological sites near thirty-six  
7 of the bridges.

8 Q. Did your agency comment on the effect of the abandonment  
9 on this National Register eligible resource?

10 A. Yes. The Pennsylvania Historical and Museum Commission  
11 found by 4 September 1991 that there would be an "Adverse  
12 Effect" on the two parallel lines between Green Giant in  
13 Parkesburg to Port Road Branch at CP "Port" in Manor  
14 Township.

15 Q. Did you have any specific recommendations concerning the  
16 abandonment?

17 A. Yes. In the letter dated 4 September 1991 to John P.  
18 Mikowychock (Lancaster County Department of Parks and  
19 Recreation) the Bureau for Historic Preservation (as the  
20 State Historic Preservation Office) of the Pennsylvania  
21 Historical and Museum Commission stated its support for  
22 the proposal that the Enola Line be reused for trail  
23 purposes (which are educational and recreational uses for  
24 the immediate areas surrounding the rail lines) provided

1 that all eligible bridges are retained and that no  
2 archeological sites are destroyed.

3 Q. In your opinion, what would be the impact of a demolition  
4 of the bridges and structures on the rail line?

5 A. Besides the obvious loss of the historically significant  
6 bridges and structures on the rail line, demolition of  
7 this area would result in a significant disturbance of  
8 the land, causing substantial damage to historical and  
9 archaeological resources. Accordingly, the proposed  
10 demolition will cause a destruction of the integrity of  
11 these archeological resources as well as to those bridges  
12 and structures eligible for the National Register of  
13 Historic Places.

14 Q. Has your agency taken any other actions concerning the  
15 preservation of this resource?

16 A. Yes. In an attempt to preserve the resource area and to  
17 make it available for educational and recreational uses,  
18 the Pennsylvania Historical and Museum Commission,  
19 through the Keystone Grant Program, awarded \$100,000 to  
20 the Martic Forge Bridge Project, administered by the  
21 Friends of the Atglen-Susquehanna Trail, Inc. in 1995.

22 This funding was for the rehabilitation of the Martic

1 Forge Bridge, which was threatened with demolition.  
2 Rehabilitation would includes trail use which is a  
3 designation made for the areas immediately surrounding  
4 the rail lines used for ducational and recreational  
5 purposes, thereby benefitting the infrastructure of the  
6 region.

7 Q. Please describe the historic significance of the Martic  
8 Forge Bridge.

9 A. Martic Force bridge is a contributing structure and is  
10 eligible for the National Register. It is an 11-span,  
11 130 foot tall, steel girder/truss railroad bridge located  
12 on the Low Grade Freight, Atglen-Susquehanna Branch, rail  
13 line.

14 Q. Why is the preservation of the bridges and structures on  
15 the Atglen and Susquehanna Rail Line of the Enola Branch  
16 important to the project?

17 A. There are three main reasons as to why the preservation  
18 of the bridges and structures on the Atglen and  
19 Susquehanna Rail Line of the Enola Branch Rail Line are  
20 important to the project.

21 Firstly, they are an integral part of the National  
22 Register eligible rail resources and have important  
23 historic significance. For example, the Low Grade

1 Freight Line (Enola Branch/Atglen and Susquehanna  
2 Branch/A&S) have been described as having the following  
3 importance: "The Low Grade Freight Line is significant  
4 for its contribution to the development of the eastern  
5 railway system. Originally conceived in the late 1800's,  
6 by Pennsylvania Railroad president, J. Edgar Thomson, the  
7 Low Grade Line was part of a grand scheme to provide a  
8 rail line exclusively for the movement of goods between  
9 east and the mid-west. This new line was to provide a  
10 more efficient way of moving freight, relieving traffic  
11 from the existing less direct and overscheduled combined  
12 passenger and freight lines" (Pennsylvania Historic  
13 Resource Survey Form (1993)).

14 Secondly, the bridges and structures on the Atglen and  
15 Susquehanna Rail Line are an important part of the  
16 preservation scheme for the rail line as a Rails-to-  
17 Trails Conservancy project. The Rails-to-Trails  
18 Conservancy seeks to enhance America's communities and  
19 countrysides by converting thousands of miles of  
20 abandoned railroads, and connecting open space, into a  
21 nationwide network of public trails.

22 Thirdly, they are important in keeping the corridor  
23 (i.e., the rail line) intact for future uses, including  
24 further rehabilitation and preservation of hte eligible  
resource and the surrounding area.

Friends of the Appelen-Susquehanna Traco, Inc.

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PHMC Statement 1  
Witness: Brenda Barrett

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BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
Docket No. A00111016

Direct Testimony and Exhibits  
of Brenda Barrett

- Q. Please state your name and business address.
- A. Brenda Barrett, Pennsylvania Historical and Museum Commission, Bureau for Historic Preservation, P. O. Box 1026, Harrisburg, Pennsylvania 17108.
- Q. By whom are you employed and in what capacity?
- A. I am employed by the Pennsylvania Historical and Museum Commission (PHMC) as the Director for the Bureau for Historic Preservation. The bureau administers the Commonwealth's program of assistance to historic and archaeological sites and properties. This includes surveying and evaluating properties for the eligibility to the National Register of Historic Places; the granting of funds to organizations and local governments for historic preservation purposes; granting tax benefits to qualified rehabilitation projects; and providing technical assistance to municipalities and owners of historic properties. The bureau oversees the review of over 7,000 state and federal projects a year to assess their impact on significant historic and archaeological resources.

FAST -  
STATEMENT  
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Friends of the Atglen-Susquehanna Trail, Inc.

Re: Application of Consolidated Rail Corporation for the abolition of thirty-one crossings of the Enola Branch, IC:201323, MP 3.5 to MP 27.0, Sub. No. 1095X, Harrisburg Division, Lancaster County, Pennsylvania - Docket No. A-00111016

TESTIMONY OF MARK G. WILSON, P.E.

My name is Mark G. Wilson. I am employed as Senior Structural Engineer, by Pennoni Associates, Inc. A resume showing my professional qualifications is attached hereto as Exhibit A. I am familiar with most of the crossings based on past inspections. These include:

1. Local bridge inspections for Lancaster County, 1991. Involved inspection of Township owned bridges over this rail line.
2. In-depth inspection of the Martie Forge bridge for Lancaster County, 1992.
3. Cursory inspection of 17 bridges carrying the rail line over various state and local roads. This work was performed for Friends of the Atglen-Susquehanna Trail, 1994.

Most recently and at the request of FAST, I conducted a study of seventeen bridges, fourteen of which cross state or local roads, with the Enola Branch (crossings: 1, 3, 4, 5, 6, 10, 13, 14, 15, 21, 26, 27, 28, and 31) and prepared a report dated November 7, 1994, a copy of which is attached hereto as Exhibit B. As background for my report I used bridge inspection reports prepared

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for Lancaster County by Herbert, Rowland and Grubic, Inc. and the inspection report on the Martic Forge Bridge prepared for Lancaster County by Pennoni Associates, in 1992. I then conducted a one-day cursory bridge inspection, making a visual on-site assessment of each bridge. The purpose of the study was to determine a basic scope of work needed in order to open the bridges for <sup>trail</sup>~~trial~~ use, recommending a general approach for the stone arch structures and a general approach for the steel structures. Cost estimates for the recommended improvements are included in a chart entitled "Bridge Related <sup>Trail</sup>~~Trial~~ Improvements Summary" which is a part of my report and attached hereto at the end of Exhibit B. The recommendations were written to conform to PennDOT's 408 Specifications. In making my recommendations, I also referenced the AASHTO (American Association of State Highway and Transportation Officials) Manual, PennDOT design manuals and PennDOT Publication 100A Bridge Inspection Coding Manual.

In general I found minor structural deficiencies in some of the fourteen bridges and no need for urgent structural repairs. Recommendations for various minor repairs to improve the structures, and to retrofit the bridges to accommodate pedestrian use are included in the bridge study.

In many of the reports prepared for Lancaster County, concrete decks were recommended for the steel structures. FAST preferred a gravel trail surface so my recommendation is to reuse the existing deck ties and to waterproof the decks to minimize initial construction and long term maintenance costs. In addition, a full structure paint application is not recommended. Based on the

capacity of the bridges, the extent of existing deterioration and the initial cost of painting I have recommended that the steel members be cleaned, and minor repairs be made. Although not recommended in the report, spot painting of critical areas may be warranted.

In my opinion, each of the fourteen bridges could easily be altered to accommodate pedestrian use. In the event a bridge is removed, certain modifications to the crossing will need to be engineered and constructed in the following way to create a safe at-grade crossing for pedestrians.

Where the crossing is above-grade and a bridge is removed, the stone wing walls and/or abutments should be removed and the earth embankment should also be removed approximately twenty feet back from the edge of the roadway to allow for safe sight distance and stopping distance for trail users. Access ramps would need to be cut in at a maximum grade of eight percent. In any case, ramps would be constructed so that they do not interfere with AMTRAK poles. Stones from the abutments could be reused for retaining walls and embankment barricades. Appropriate signage would need to be added at the crossings for the safety of trail users and motor vehicles.

In my opinion, because of site conditions and the elevation of some bridges over roads, and the high volume of traffic, removal of a bridge would require replacement with another bridge in order to safely accommodate a trail. The bridges where this is a concern are as follows:

**No. 1 M.P. 4.03 over State Route 2009**

Not only is the underclearance of the arch 60', but the bridge also crosses a stream and road, and therefore would require a replacement bridge for the trail to maintain continuity thru to the adjacent County.

**No. 16 M.P. 14.62 over State Route 222**

The trail at this crossing should remain separated from the state road based on safety concerns involved with the site geometry (i.e., height of embankments) and traffic volume on S.R. 222. To separate this crossing, if the current bridge is removed, a new bridge would be required to span the proposed cut in the embankment. AMTRAK poles on the east side of the existing bridge will need to be accommodated by any alterations at this crossing.

**Nos. 23 and 24 over State Route 272**

These crossings were not included in my report. However, I have reviewed the studies on these twin tunnels prepared for Lancaster County and it is my opinion that after removing these structures, due to the grade difference of the bridges and the high traffic volume on the state highways, replacement structures would need to be constructed in order to safely accommodate a pedestrian crossing.

**No. 28 M.P. 23.75 Martic Forge Bridge**

I have conducted an in-depth bridge inspection and analysis of this structure for Lancaster County, and later for FAST, to provide

recommendations for alterations to the bridge in order for it to be used as a trail. The bridge is 600 feet long, 130 feet high, crossing over a private road, the Pequea Creek and Township road T-440. If this bridge were removed, another bridge may need to be constructed for trail users to cross the creek in order to minimize impacts to local vehicular traffic.

**No. 31 M.P. 25.73 Green Hill Road**

Due to the grade difference between the rail bed and the local road, removal of this bridge may necessitate construction of a replacement bridge to accommodate a trail.

**No. 17 Fairview Road M.P. 15.00 and No. 27 Rt. 324 M.P. 23.04**

At these crossings, if realignment of the road results in an at-grade crossing with the trail, safe sight distance will need to be provided, and appropriate signage for trail users and vehicles will need to be installed.

In addition, at crossings where a bridge over the trail is to be removed and replaced with fill, the slope of the fill should not exceed 8% in order to accommodate trail users in a safe manner.

**MARK G. WILSON, P.E.**

**Pennoni Associates Inc.**

Consulting Engineers

**CREDENTIALS**

Pennsylvania State University  
Bachelor of Science  
Structural Design and Construction Engineering, 1984  
Pennsylvania State University, Graduate Level Studies  
Prestressed Concrete Design, 1993  
Advanced Structural Analysis, 1994  
Earthquake Resistant Design, 1994  
Advanced Foundation Design and Analysis, 1994  
Fundamentals of Bridge Design (using LRFD and metric), 1995  
Amtrak Safety Training Course – Inspection of Bridges over Rail

**PROFESSIONAL REGISTRATIONS**

Professional Engineer: PA, NJ, DE  
Pennsylvania State Certified Bridge Inspector, 1989  
Certified Open Water Diver (PADI), 1994

**PROFESSIONAL AFFILIATIONS**

Pennsylvania Society of Professional Engineers (PSPE)  
Association of Bridge Contractors and Designers (ABCD)  
Structural Steel Painting Council (SSPC)  
American Institute of Steel Construction (AISC)

**EXPERIENCE SUMMARY**

Project engineer with 11 years of experience involved in structure related projects. This work background includes design, analysis, capacity rating, inspection, consultation, management and coordination. Most recent work efforts involve bridge related projects including new design, rehabilitation design, inventory and condition inspections, construction inspection and load ratings, in addition to agency and governmental coordination.

**REPRESENTATIVE PROJECT EXPERIENCE**

Letchworth Avenue, Bridge 313, Bucks County, PA, 1994-1995  
Rehabilitation of a single span pratt pony truss over the Delaware Canal. This project involved re-use of the existing trusses and stone masonry abutments for preservation of an historical structure. Agency involvement included Bucks County, PennDOT, PHMC, Corps. of Engineers, DER and State Parks.

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EXHIBIT

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**Sycamore Street, City of Harrisburg, PA, 1994-1995**

Rehabilitation and widening of a concrete arch bridge over the Paxton Creek. This project also included reconstruction of approximately 100 feet of channel lining and retaining walls, in addition to street reconstruction and utility coordination for relocations.

**River Road Bridge, East Pennsboro Township, PA, 1994-1995**

Three span bridge replacement on new alignment at the north end of the Enola Railyard. Agency involvement included East Pennsboro Township, PennDOT, FHWA, PHMC (Existing Bridge) Conrail and PUC.

**Pennsylvania Turnpike Commission, Lancaster County, PA, 1994-1995  
Bridges EB-533 (M.P. 282.40), EB-535 (M.P. 283.06) and EB-536 (M.P. 283.23)**

Bridge rehabilitation and widening of 2-five span steel bridges and 1-simple span bridge. This work included structural analysis for capacity, fatigue and seismic performance, in addition to maintenance of traffic for staged construction. Agency involvement included the Turnpike, Conrail and PUC.

**Consolidated Rail Corporation, Philadelphia, PA, 1994**

**Pennsylvania clearance improvement project.**

Bridge and Site improvements to provide double stack clearance for locations throughout Pennsylvania:

- Superstructure replacement – Fourth Street, Emmaus, PA
- Superstructure replacement – Eighth Street, Juniata, PA
- Drainage design – Pottstown, PA
- Structural repairs – Belmont Tunnel, Philadelphia, PA

**Pennsylvania Department of Transportation, District 8-0, 1993-1994**

**Open-end Contract**

Various bridge rehabilitation and preservation projects.

- Bridge rehabilitation—S.R. 0625 over Muddy Creek, Lancaster Co.
- Bridge preservation – S.R. 2007 over S.R. 0283, Dauphin Co.
- Bridge preservation – 4 structures, S.R. 0030, Lancaster Co.
- Bridge rehabilitation – S.R. 0074 over Green Valley Run

**Water Facility Bridge, City of Lancaster, PA, 1994-1995**

Bridge rehabilitation and redecking of a 3 span steel structure over the Conestoga River. Also included, underpinning, scour hole fill and retaining wall construction. The work involved initial inspection, design, specifications, construction inspection and shop drawing review.

**Burd Street Bridge, Borough of Royalton, PA, 1994-1995**

PUC Testimony and Field Investigations involved with the closure, maintenance repair and replacement funding requirements of this structure over AMTRAK and Conrail.

**Pennsylvania Department of Transportation, District 8-0, 1993**

**I-4R project, I-81 Cumberland County, PA**

Design for bridge rehabilitation and redecking of 5 dual structures over S.R. 0074, S.R. 0641, S.R. 0011, PA Turnpike and Conrail. Work involved bridge painting, superstructure clearance improvements bearing replacement and deck joint elimination and replacement.

**Pennsylvania Department of Transportation, District 9-0, 1989-1991**

**6 miles of new construction, S.R. 6220, Blair County, PA**

Preliminary and final design of 4 prestressed concrete bridges and 3 concrete box culverts as part of the Altoona Bypass.

**Pennsylvania Department of Transportation, 1989-1992**

**Various Bridge Replacements**

- S.R. 0244, Sec. A01 over West Branch Genesee River, Potter Co.
- S.R. 0244, Sec. A02 over West Branch Genesee River, Potter Co.
- S.R. 0053, Sec. A02 over Clearfield Creek, Clearfield County
- S.R. 4010, Sec. 250 over Slippery Rock Creek, Butler County

**Pennsylvania Turnpike Commission, Various Projects, 1989-1991**

- B-416A (M.P. 82.7) Westmoreland Co.—New P/S Concrete Bridge
- B-412 (M.P. 175.4) Fulton Co.— New Hybrid Steel Bridge
- B-110A (M.P. 194.4) Franklin Co.—New P/S Superstructure and Widening
- B-339 (M.P. 194.92) Franklin Co.— Redecking and Widening

**Delaware Department of Transportation, 1990**

**Bridge 452 at Flemings Landing, S.R. 9 over Smyrna River**

Design of an 11 Span Prestressed concrete bridge on prestressed pile bents. This project also included design of a Wick Drain System for abutment fills.

**Grubb Street Bridge, Middletown, PA, 1992**

4 span prestressed concrete bridge over the Swatara Creek.

Project involved design relocation of two water mains, bridge design and construction inspection/management.

**River Hill Road Bridge Conestoga Township, PA, 1991**

168' single span weathering steel bridge over Conrail/AMTRAK. Work included design and construction inspection/management.

**Red Mill Road Culvert, Newberry Township, PA, 1994**

Design of a 2 cell concrete box culvert over Fishing Creek.

**Pennsylvania Department of Transportation, 1991-1992**

**Statewide open end contract for local NBIS bridge inspections**

Over 400 local bridge inspections in District 1-0, 4-0, 6-0, 8-0, 10-0, 11-0 and 12-0 in an 18 month period. Work included inspections, reports, load ratings coordination and owner/consultant meetings.

**Local bridge inspections, Dauphin County, PA, 1991-1995**

68 County and Municipal owned bridges inspected to NBIS Standards. This work included field inspections, reports, load ratings, coordination and owner consultant meetings.

**Local Bridge Inspections, Snyder County, PA, 1991-1995**

32 County and Municipal owned bridges inspected to NBIS Standards. This work includes field inspections, reports, load ratings, coordination and owner consultant meetings.

**Local Bridge Inspections, Bucks County, PA, 1991-Present**

112 County owned bridges inspected to NBIS Standards. This work included field inspections, reports, load ratings, coordination and an owner consultant meeting. In addition, this project provides a county maintenance program and input for bridge funding prioritization.

**Local Bridge Inspections, Lancaster County, PA, 1991**

173 Municipal owned bridges inspected to NBIS Standards. This work included field inspections, reports, load ratings, coordination, and owner consultant meetings.

**Martic Forge Bridge Inspection, Lancaster County, PA, 1992**

Inspection of an 11 span, 600' long steel deck girder/truss railroad bridge, 130' over the Pepuea Creek. This work included an in-depth field inspection, load analysis, report with recommendations and cost analysis for conversion or the bridge to trail use.

**Atglen - Susquehanna Trail Bridge Inspections, F.A.S.T., 1994**

Inspection of 17 bridges within a proposed rail-trail conversion project in Lancaster County. This work involved a maintenance and repair summary for inclusion in the Park Master Plan.

**GPU Nuclear, Three Mile Island, 1993**

This work involved track inspection and load analysis of track structure for movements of a fully loaded Schnabel Rail Car (660,000 lb.)

**Consolidated Rail Corporation, Philadelphia, PA, 1990-1995**

**Underwater Inspections**

This work involved coordination and management of in-house underwater inspections for underwater conditions assessment and construction inspection for bridges in PA, NY, NJ, DE and MD

ATGLEN-SUSQUEHANNA TRAIL

IN

LANCASTER COUNTY, PENNSYLVANIA

BRIDGE STUDY

BRIDGES FROM M.P. 4.03 TO M.P. 25.73

DOCKET  
JUN 23 1997

PREPARED FOR: FRIENDS OF THE SUSQUEHANNA TRAIL (F.A.S.T.)

PREPARED BY: PENNONI ASSOC.

REPORT DATE: OCTOBER 24, 1994

REVISED REPORT: NOVEMBER 7, 1994

DOC  
JUN 2 1997

DOCUMENT  
FOLDER

EXHIBIT

B- Wilson

# ATGLEN-SUSQUEHANNA TRAIL - LANCASTER COUNTY, PA.

## BRIDGE INVENTORY - 14 BRIDGES FROM M.P. 4.30 TO M.P. 25.75 <sup>(1)</sup>

M.P.	TOWNSHIP BOROUGH	INTERSECTION	TYPE OF SUPERSTR.	TYPE OF SUBSTR.	YEAR BUILT	SPAN(S)	UNDER CLEAR (3)	WIDTH (2)	BALLAST DEPTH	NOTES
4.03	SADSBURY	OVER S.R. 2009	STONE MASONRY ARCH	STONE MASONRY	1905	64'-0"	38'-0"	29'-0"	40" (BOT. CURB)	GOOD CONDITION
5.77	SADSBURY	OVER T-970 (BRICK MILL ROAD)	2-BAY, RIVETED STEEL THRU GDR. TIMBER DECK	STONE MASONRY	1905	29'-0"	11'-10"	26'-0"	18"	FAIR CONDITION
6.35	SADSBURY	OVER S.R. 2021 (WHITE OAK ROAD)	2-BAY, RIVETED STEEL THRU GDR. TIMBER DECK	STONE MASONRY	1904	34'-6"	14'-0"	26'-0"	18"	FAIR CONDITION
7.20	BART	OVER T-778 (QUAKER CHURCH RD.)	2-BAY, RIVETED STEEL THRU GDR. TIMBER DECK	STONE MASONRY	1903	29'-2"	13'-1"	26'-0"	22"	FAIR CONDITION
7.61	BART	OVER T-766 (VINTAGE ROAD)	STONE MASONRY ARCH	STONE MASONRY	1904	31'-0"	14'-0"	31'-7"	30" (BOT. CURB) 12" OVER	FAIR CONDITION
11.68	EDEN	OVER S.R. 2015 (PUMPING STA. RD.)	STONE MASONRY ARCH	STONE MASONRY	1904	30'-0"	15'-3"	30'-6"	24" (BOT. CURB) 12" OVER	FAIR CONDITION
13.54	QUARRYVILLE	OVER N. LIME STREET T-726	RIVETED STEEL DECK GIRDER TIMBER DECK	STONE MASONRY	1903	40'-0"	14'-8"	25'-6"	16"	FAIR CONDITION WIDTH IS OUT/OUT
13.83	QUARRYVILLE	OVER CHURCH STREET LR 3006	RIBBED STONE ARCH	STONE MASONRY	1904	52'-0"	16'-8"	29'-0"	30" (BOT. CURB) 12" OVER	FAIR CONDITION
14.46	PROVIDENCE	OVER T-482 (OAK BOTTOM ROAD)	STONE MASONRY ARCH	STONE MASONRY	1905	22'-10"	11'-8"	48'-0"	NO CURB 5'-6" TO TOP ARCH	FAIR CONDITION
18.08	PROVIDENCE	OVER T-498 (HOLLOW ROAD)	STONE MASONRY ARCH	STONE MASONRY	1904	23'-9"	14'-8"	58'-0"	10'-0" ABOVE TOP MAS.	GOOD CONDITION
21.02	PROVIDENCE	OVER T-500 (SIGMAN ROAD)	2-BAY, RIVETED STEEL THRU GDR. TIMBER DECK	STONE MASONRY	1905	30'-0"	11'-3"	26'-0"	15"	POOR CONDITION
23.04	MARTIC	OVER S.R. 324	STONE/CONC. ARCH	STONE MASONRY	1905 1916	23'-0"	15'-0"	43'-0"	36" (BOT. CURB) 12" OVER	FAIR CONDITION
23.75	MARTIC/ CONESTOGA	OVER T-440 & PEQUEA CREEK	RIVETED STEEL DECK GDR./TRUSS TIMBER DECK	STONE MASONRY STEEL	1905 1946	8 @ 45' 1 @ 61' 1 @ 68' 1 @ 100'	125'-0"	31'-0"	18"	SATISFACTORY CONDITION CURB/CURB WIDTH IS 23'
25.73	CONESTOGA	OVER T-418 (GREEN HILL ROAD)	STONE MASONRY ARCH	STONE MASONRY	1905	24'-0"	23'-0"	206'-0"	> 20'-0" ABOVE TOP ARCH	GOOD CONDITION

- (1) REFERENCE : 1992 INSPECTION REPORTS
- (2) BRIDGE WIDTH IS THE EXISTING CONDITION MEASURED C/C GIRDERS OR OUT/OUT OF THE ARCH SPANDREL WALLS, UNLESS NOTED.
- (3) UNDERCLEARANCES ARE APPROXIMATE.
- (4) BRIDGES LISTED, CROSS TOWNSHIP OR STATE ROADS.

# **SCOPE OF BRIDGE RELATED TRAIL IMPROVEMENTS**

**FOR THE**

**ATGLEN-SUSQUEHANNA TRAIL FROM M.P. 4.03 TO M.P. 25.73**

**IN LANCASTER COUNTY, PENNSYLVANIA**

## **GENERAL SITE WORK**

- MAINTENANCE AND PROTECTION OF TRAFFIC
- CLEAR VEGETATION AT BRIDGE
- CLEAR VEGETATION AND DEBRIS IN STREAM CHANNELS
- INSTALL RAILINGS ON BRIDGE APPROACHES
- BRIDGE SIGNING
- REPOINT STONE MASONRY
- CONCRETE SPALL REPAIRS

## **REQUIRED WORK FOR STEEL GIRDER BRIDGES**

- REMOVE BALLAST
- CLEAN HORIZONTAL STEEL AND BEAM SEATS
- PERFORM MISCELLANEOUS STEEL REPAIRS
- REMOVE /REPLACE SELECT DECK TIES
- INSTALL DECK DRAINS
- PLACE CURB TIES
- PLACE DECK WATERPROOFING/DRAINAGE MAT
- INSTALL DECK RAILING SYSTEM (TYPE 1-THRU-GIRDERS)
- INSTALL DECK RAILING SYSTEM (TYPE 2-DECK GIRDERS)
- PLACE 9" OF DECK BALLAST AND GEOTEXTILE MEMBRANE
- PLACE 4" OF CRUSHED DECK BALLAST

## **REQUIRED WORK FOR STONE MASONRY ARCH BRIDGES**

- REMOVE BALLAST AND SLOPE SUBGRADE TO DRAIN
- INSTALL DRAINAGE MAT AND ASSOC. PIPING
- REMOVE EXISTING RAILINGS AND REPAIR CURBS
- INSTALL DECK RAILING SYSTEM (TYPE 3-ARCHES)
- PLACE 9"(MIN.) DECK BALLAST AND GEOTEXTILE MEMBRANE
- PLACE 4" OF CRUSHED DECK BALLAST

NOTE: SEE "BRIDGE RELATED TRAIL IMPROVEMENT SUMMARY" SHEET AND "ITEMS DESCRIPTIONS" FOR MORE DETAILS.



**BRIDGE RELATED TRAIL IMPROVEMENTS  
FOR THE  
ATGLEN-SUSQUEHANNA TRAIL  
FROM  
M.P. 4.03 TO M.P. 25.73**

**FUTURE REHABILITATION & REPLACEMENTS**

THE NEED FOR FUTURE REHABILITATION AND/OR REPLACEMENTS WILL BE HIGHLY DEPENDENT ON THE AMOUNT OF MAINTENANCE PERFORMED ON EACH OF THE BRIDGES. A WELL RUN REGULAR MAINTENANCE PROGRAM MAY FORESTALL MAJOR REHABILITATION AND REPLACEMENTS INDEFINITELY. ANOTHER FACTOR TO BE CONSIDERED IS THAT SOME BRIDGES MAY BE REPLACED "BY OTHERS" BASED ON EXISTING ROADWAY GEOMETRY AND FUTURE NEEDS.

GENERALLY, THE FOLLOWING LIFE CYCLE CAN BE ASSUMED FOR THE BRIDGE STRUCTURES INVOLVED IN THIS TRAIL.

**15 YEARS-MAJOR REHABILITATION**

REPLACE THE EXISTING TIMBER DECKS (STEEL BRIDGES ONLY)

TOTAL DECK AREA OF 6 BRIDGES: 16943 SF

PAINT AND REPAIR THE EXISTING STEEL BRIDGES

TOTAL STEEL AREA OF 6 BRIDGES: 56698 SF

**50 YEARS-SUPERSTRUCTURE REPLACEMENT**

TOTAL DECK AREA OF 5 BRIDGES: 3985 SF (STEEL BRIDGES ONLY)

TOTAL DECK AREA OF MARTIC FORGE BRIDGE: 12958 SF

**100 YEARS-TOTAL STRUCTURE REPLACEMENT**

REPLACE 4 STONE MASONRY ARCH STRUCTURES

REPLACE 6 STEEL SUPERSTRUCTURES/STONE SUBSTRUCTURES

ONLY 4 ARCH STRUCTURE REPLACEMENTS ARE SHOWN SINCE THE CURRENT CONDITION OF MOST OF THESE BRIDGES SUGGEST A LONGER LIFE SPAN.

YEARLY MAINTENANCE, BI-ANNUAL INSPECTIONS AND MINOR REHABILITATION WILL BE REQUIRED OVER THE LIFE OF ALL STRUCTURES. THE COST AND SCOPE OF THESE ITEMS WILL GENERALLY INCREASE AS A STRUCTURE AGES UNTIL SUCH TIME THAT MAJOR REHABILITATION OR REPLACEMENT BECOMES NECESSARY.

## BRIDGE RELATED TRAIL IMPROVEMENTS

### ITEM DESCRIPTIONS

#### **MAINTENANCE AND PROTECTION OF TRAFFIC**

DESCRIPTION: This work involves traffic control signing and detours, if necessary, for construction work performed over state and local roads. All work will be in accordance with current PennDOT standards.

PAYMENT: Lump Sum per Bridge

#### **CLEAR VEGETATION AT THE BRIDGE**

DESCRIPTION: This work involves removal of vegetation on and adjacent to the bridge superstructure including substructure wingwalls abutments and piers. This work will extend to the end of the proposed approach trail railing system.

PAYMENT: Lump Sum per Bridge

#### **CLEAR VEGETATION AND DEBRIS IN STREAM CHANNEL**

DESCRIPTION: This work involves the removal of vegetation and debris within the stream channel embankments. Debris includes fallen trees, silt build-up and other foreign material adversely affecting the stream flow. Limits of this work will extend to the trail property limits.

PAYMENT: Lump Sum per Bridge

#### **TIMBER APPROACH RAILINGS**

DESCRIPTION: This work involves installation of approach railings as required at each end of the bridges to tie into the proposed bridge railings. This railing will also be required for arch structures with substantial fill above the top of the arch ring.

PAYMENT: Lineal Foot

## **ITEM DESCRIPTIONS**

### **BRIDGE SIGNING**

DESCRIPTION: This work involves placement of permanent traffic signing at the bridges as are required. All signing will be done in accordance to current PennDOT standards. The following signs are anticipated:

- Safety Clearance Markers
- Vertical Clearance Markers

PAYMENT: Each

### **REPOINT STONE MASONRY**

DESCRIPTION: This work involves the cleaning and repair of stone masonry mortar joints. All work will be field directed by the engineer in conjunction with recommendations made by historic preservation specialists. All repairs will be done to deteriorated masonry based on conditions. Repairs will not be made solely for aesthetic purposes.

PAYMENT: Lineal Foot ( includes vertical, horizontal and overhead joints)

### **CONCRETE SPALL REPAIR**

DESCRIPTION: This work involves the removal of unsound concrete and repair of deteriorated areas as directed by the engineer based on conditions. Generally, repairs will be required on concrete bearing seats of the abutments and piers.

PAYMENT: Square Foot

### **REMOVE BALLAST**

DESCRIPTION: This work involves the removal of existing ballast at each bridge as required to make the proposed improvements. Removal of ballast on the steel bridges will be down to the top of the deck timbers, removal on the arch structures will be done to a depth which will facilitate proposed drainage devices. Also included in this item is the removal of existing ballast retaining devices such as curbs and planking and the cleaning of the exposed deck. The contractor will be responsible for methods of removal and must perform work in conjunction with the maintenance and protection of traffic item

PAYMENT: Cubic Yard

## ITEM DESCRIPTIONS

### **CLEAN HORIZONTAL STEEL SURFACES AND BEAM SEATS**

DESCRIPTION: This work involves cleaning all steel members using high pressure water. Also included is collection, handling, containment and disposal of all hazardous waste removed from the bridge during these operations. All work must be done in compliance with current DER and OSHA regulations.

PAYMENT: Lineal Foot of Bridge Girder, this unit of measurement includes all girders in the bridge superstructure. Beam seats will also be cleaned as part of this item.

### **MISCELLANEOUS STEEL REPAIRS**

DESCRIPTION: This work involves repairing deteriorated steel members. After removal of deck ballast and cleaning of steel surfaces the engineer will identify areas in need of repair. The engineer will also direct limits of repair in addition to repair methods and details.

PAYMENT: Pounds (includes welds)

### **REMOVE AND REPLACE DECK TIES**

DESCRIPTION: This work involves placement of deck ties based on existing conditions and railing connection requirements. Certain deck ties will be replaced to provide a sound connection for the proposed railing and curb while other timbers will be replaced because of deterioration. It is estimated that 10% of the ties will be replaced based on these conditions. On deck girder bridges additional deck ties are required to span the middle girder bay.

PAYMENT: Each

### **DECK DRAINS**

DESCRIPTION: This work involves placement of deck drains below the deck ballast for positive deck drainage. The drains will be recessed into the deck ties and will be grated to prevent loss of ballast. These drains will be placed to collect drainage from the drainage mat under the ballast.

PAYMENT: Each

## ITEM DESCRIPTIONS

### **TIMBER CURB TIES**

DESCRIPTION: This work involves placement of timber curbs as designed. The curb installation includes the thru bolt connections between the curb and the railings, and the connections between the curb and the deck.

PAYMENT: Lineal Foot of one curb section (2-2"x8" ties/section)

### **DECK WATERPROOFING AND DRAINAGE MAT**

DESCRIPTION: This work involves waterproofing the existing deck after deck repairs and cleaning is complete. Work will be done in conjunction with deck railing and curb installation. The waterproofing system will include sealing of existing timbers with an approved compound, installation of a waterproofing membrane and placement of a drainage mat. The drainage mat will extend from curb to curb and will work in conjunction with the deck drains.

PAYMENT: Square Yard

### **ARCH WATERPROOFING AND DRAINAGE**

DESCRIPTION: This work involves placement of a waterproofing membrane and associated drainage piping above the arch structures as indicated. This work will be done after ballast removal is complete. The subgrade will be sloped towards the ends of the structure and the drainage piping will be outletted on the embankment slopes.

PAYMENT: Square Yard

### **DECK RAILING TYPE 1**

DESCRIPTION: This work involves the construction of pedestrian railings as detailed for the thru girder type bridges, this railing type is required on 6 bridges.

PAYMENT: Lineal Foot

### **DECK RAILING TYPE 2**

DESCRIPTION: This work involves the construction of pedestrian railings as detailed for the deck girder type bridges, this railing is required on 3 bridges.

PAYMENT: Lineal Foot

## ITEM DESCRIPTIONS

### **CONCRETE CURB REPAIRS**

DESCRIPTION: This work involves the removal of existing bridge railings and repairs to the concrete curbs on the arch bridges. These repairs are required on 5 bridges.

PAYMENT: Each ( two per bridge)

### **DECK RAILING TYPE 3**

DESCRIPTION: This work involves the construction of pedestrian railings as detailed for the stone arch type bridges, this railing is required on 5 bridges.

PAYMENT: Lineal Foot

### **DECK BALLAST BASE COURSE - 9" DEPTH**

DESCRIPTION: This work involves placement of existing ballast on the bridge decks after repairs and modifications are complete. Minimum depth is 9 inches and the maximum depth is approximately 36 inches at the arch structures. This work also involves the placement of a geotextile membrane over the ballast prior to placing the riding course.

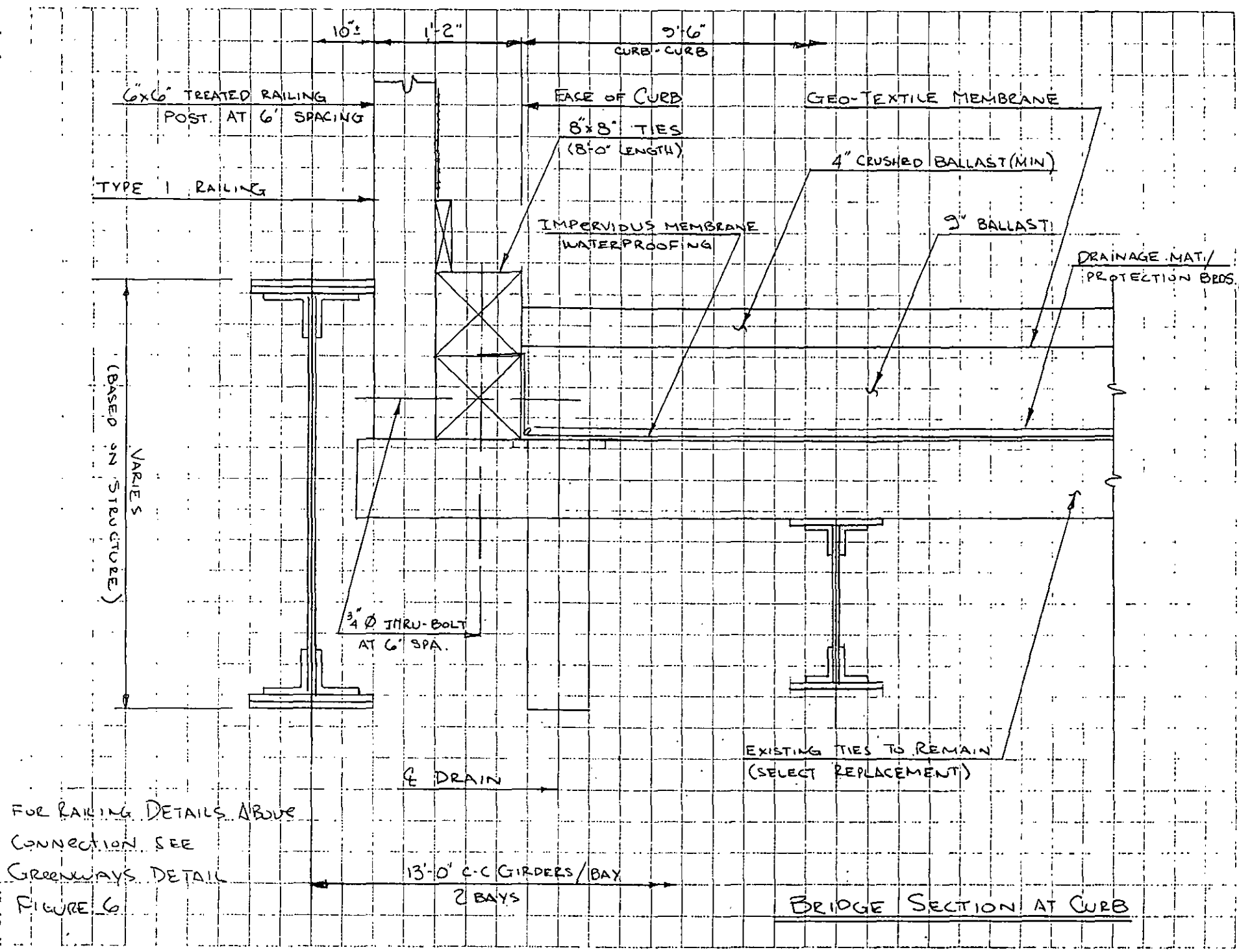
PAYMENT: Cubic Yard

### **CRUSHED DECK BALLAST RIDING COURSE - 4" DEPTH**

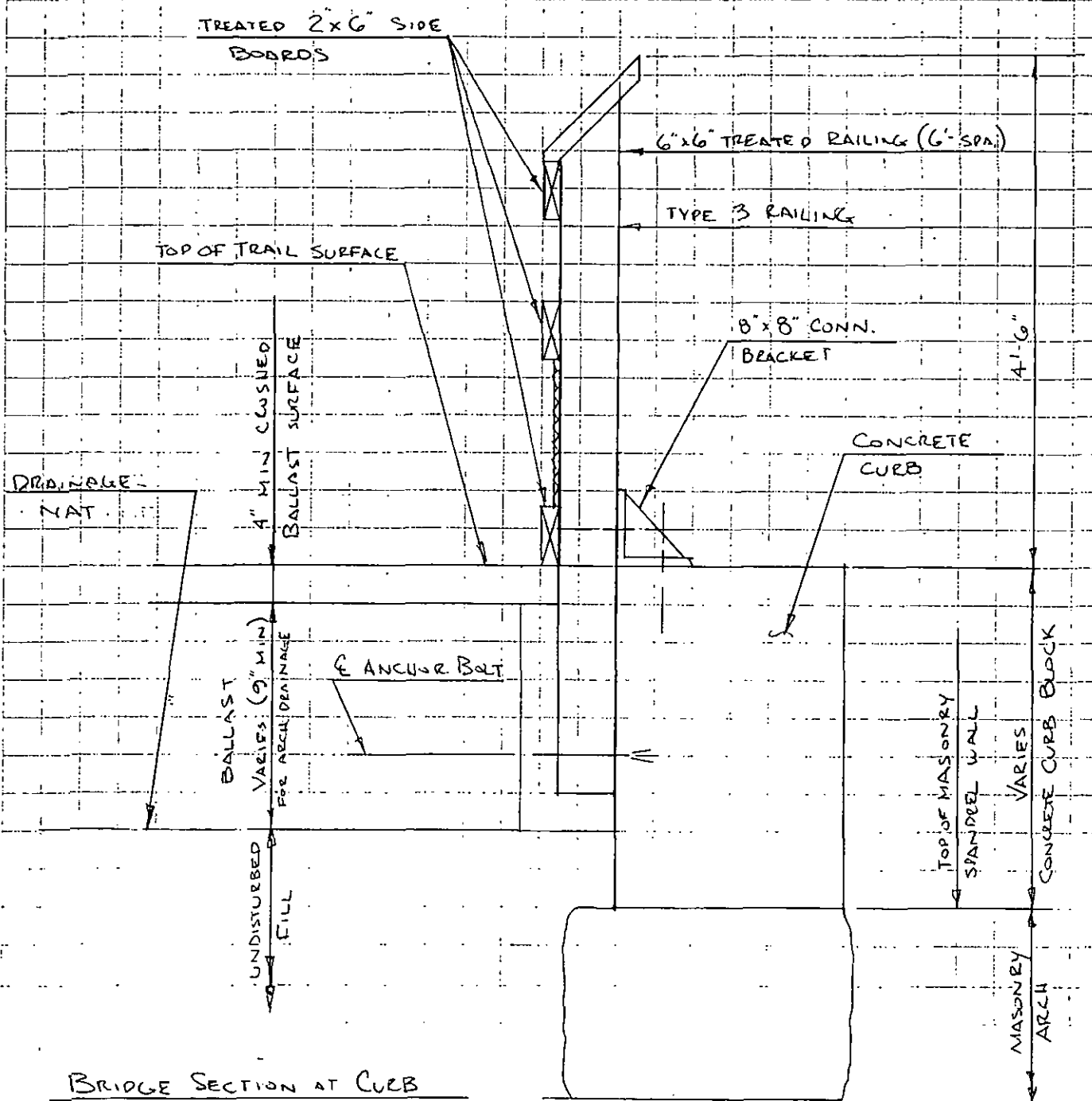
DESCRIPTION: This work involves placement of a riding course consisting of crushed ballast stone on top of the ballast base course. Minimum depth is 4 inches.

PAYMENT: Cubic Yard

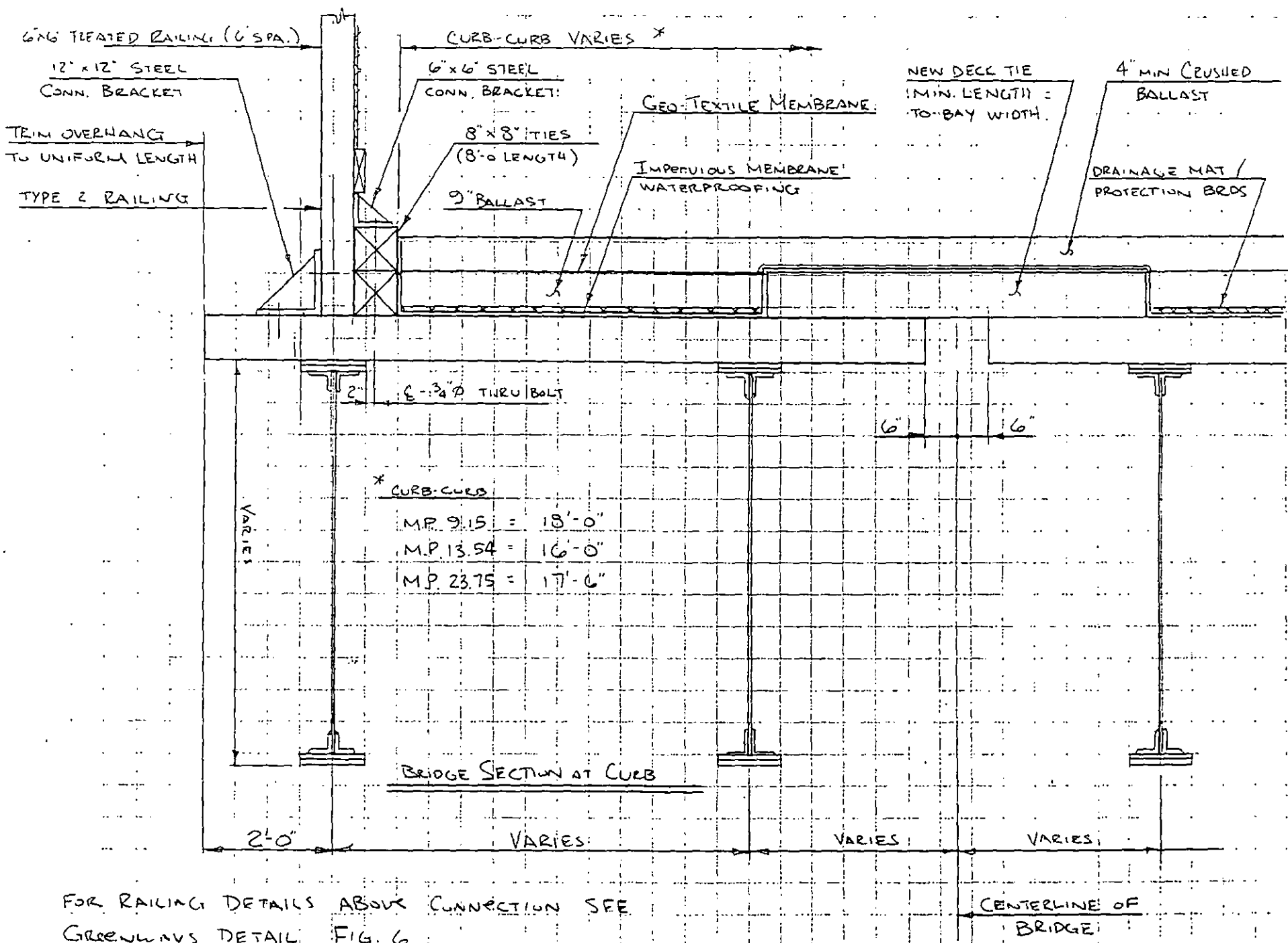
All work is assumed to be done in accordance with PennDOT's 408 specifications. The descriptions given here are for conceptual purposes and are to be used with the "BRIDGE RELATED TRAIL IMPROVEMENT SUMMARY" sheet. Access for AMTRAK maintenance vehicles will be provided as part of the trail plan and this includes provision for adequate structure capacity and geometry.



NOTE: NOT ALL ARCHES WILL HAVE THIS DETAIL.  
 THIS DETAIL WILL ONLY BE USED WHERE THE  
 CONCRETE/STONE CURB BLOCK IS AT TRAIL LEVEL.  
 WHEN A SUBSTANTIAL EMBANKMENT IS OVER THE  
 ARCH THEN USE THE STANDARD TRAIL RAILING  
 DETAIL BY GREENWAYS, FIGURE 6, WITH A  
 CONCRETE BASE AND A 6" x 6" POST.



BRIDGE SECTION AT CURB



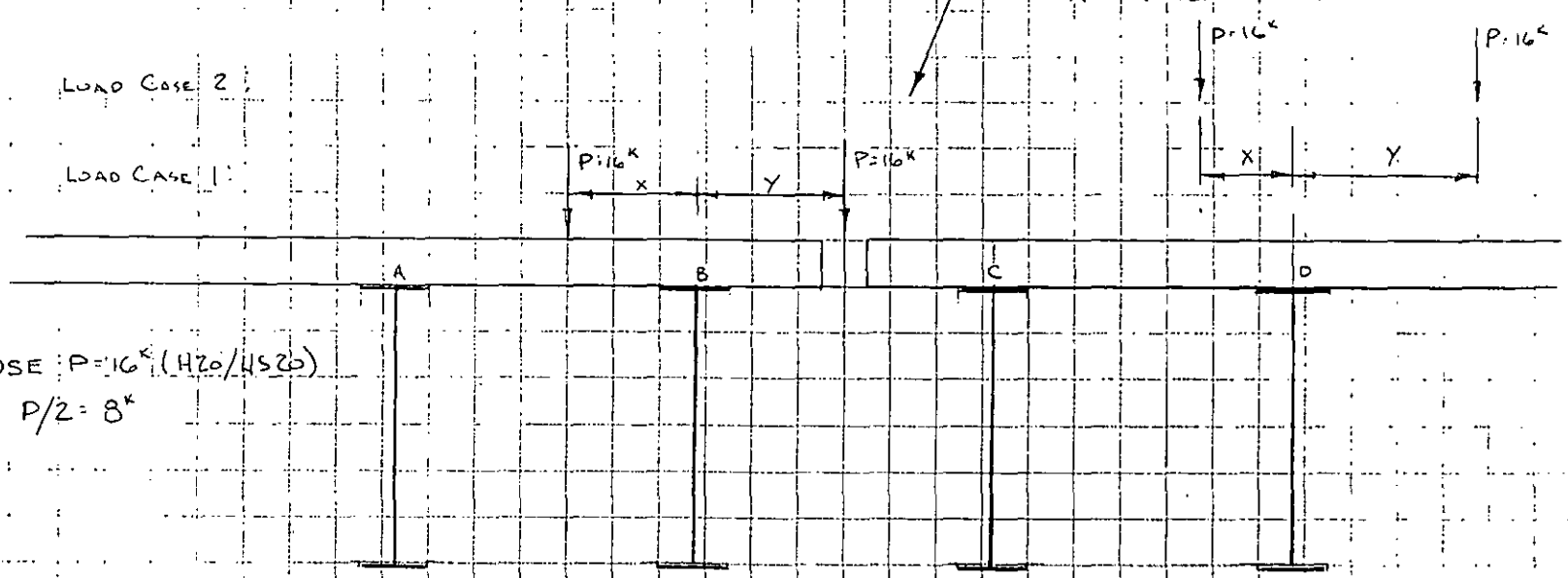
FOR RAILING DETAILS ABOUT CONNECTION SEE GREENWAYS DETAIL, FIG. 6

DECK GIRDER: STABILITY (USE OPTION 1) →

- PROVIDE:
- 1) AN 8" x 8" TIE TO SPAN AT LEAST 3/4 OF THIS BAY OR
  - 2) PROVIDE A LONGITUDINAL RAILING AND CURB AT CENTER OF DECK

LOAD CASE 2

LOAD CASE 1



USE:  $P=16^k$  (H20/HS20)  
 $P/2=8^k$

MP 9.15	6'-6"	7'-0"	6'-6"
MP 13.54	5'-0"	8'-0"	5'-0"
MP 23.75	6'-6"	6'-6"	6'-6"

UPLIFT IS PROBABLY SLIGHTLY MORE, CALCS. DON'T INCLUDE STONE IN MID. BAY.

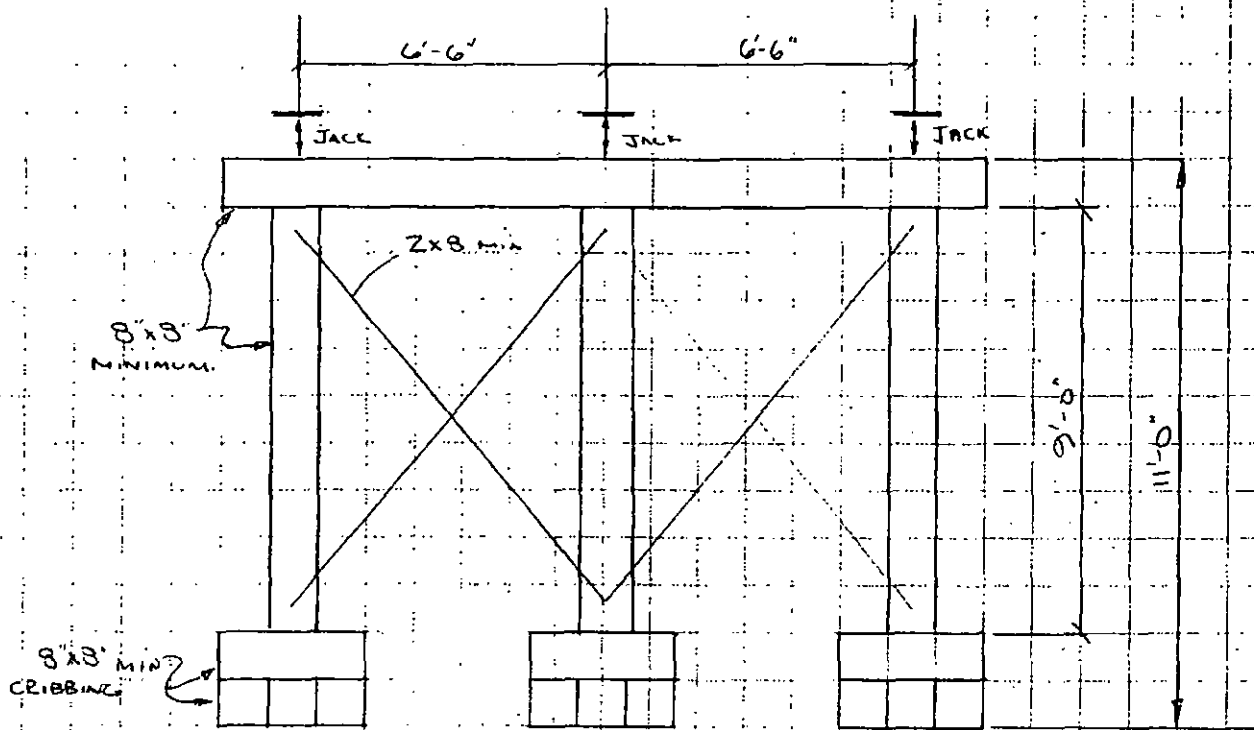
CASE 1: (MP 13.54)  $\Sigma M_C = 8^k(4') - 6'(1.12 \times 1') \left(\frac{6}{2}\right) - 6'(30^{14}/ft) \left(\frac{6}{2}\right) - 5'R_0$   $R_0 = 5.86^k \uparrow$  UPLIFT<sup>NG</sup>  
 (MP 23.75)  $\Sigma M_C = 8^k(3.75') - (7.5)(1.12 \times 1') \left(\frac{7.5}{2}\right) - 7.5(30) \left(\frac{7.5}{2}\right) - 6.5'R_0$   $R_0 = 3.35^k \uparrow$  UPLIFT<sup>NG</sup>

CASE 2: ASSUME A 2'-0" OVERHANG OF GIRDER TO FACE OF CURB  
 (MP 13.54)  $\Sigma M_D = 8^k(2) - 4'(8^k) \rightarrow$  BY ASSERTION OK  $\rightarrow$  FOR FACTOR OF SAFETY DO NOT EXCEED 2'-0" OVERHANG AS DESCRIBED ABOVE.

SUPERSTRUCTURE JACKING (JACK 1-6)

2 BAY THRU GIRDER BRIDGE - 3 GIRDERS

FOR A 60' SPAN w/ 1'-6" BALLAST USE 180' / ABUT OR 60' / JACK  
USE A 25' 30" JACK



- TIMBER:

CAP - 16' (8x8) x 2 BENTS	= 32 LF	x 15/LF	= 480 <sup>cu</sup>
COL - 9' (8x8) x 3 x 2 BENTS	= 54 LF	x 15/LF	= 810 <sup>cu</sup>
BRACING - 10' (2x3) x 4 x 2 BENTS	= 80 LF	x 3/LF	= 240 <sup>cu</sup>
CRIBBING - 3' (8x8) x 6 x 3 x 2 BENTS	= 108 LF	x 15/LF	= 1620 <sup>cu</sup>
			<u>3150<sup>cu</sup></u>

- JACKS 25' / MO per JACK = 6 JACKS = 150<sup>cu</sup> / MO

- PERMANENT MATERIALS

- NEW PEDESTALS - 3' x 3' x 1.5' = 13.5<sup>cu</sup> x 6 = 81<sup>cu</sup> = 3 CY  
USE 1000/cy w/ DOWELS & REINF. = 3000<sup>cu</sup>

- BACKWALL EXTENSIONS 26' (1.5')(1.5) x 2 = 117<sup>cu</sup> = 4.33 CY  
USE 1000/cy w/ DOWELS & REINF. = 4330<sup>cu</sup>

BY 146w

DATE 10-94

PENNONI ASSOCIATES INC.

SHEET NO.

OF

CHKD BY

DATE

ENGINEERS

JOB NO.

SUBJECT

FAST - SS JACKING

- Detour AND TRAFFIC Control concerns - 1500<sup>00</sup>
- SUBBASE Preparation FOR CRIBBING - 2000<sup>00</sup>

TOTAL JACKING

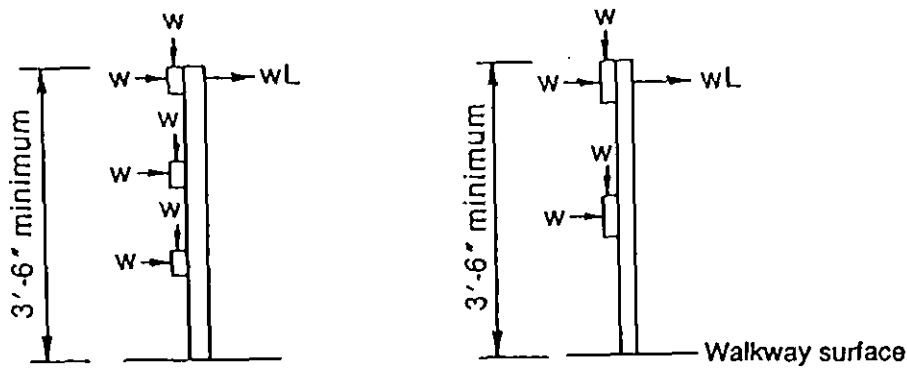
• TIMBER	3150
• JACKS	150
• PEDESTALS	3000
• BACKWALL	4330
• MPT	1500
• SUBBASE	2000

14130

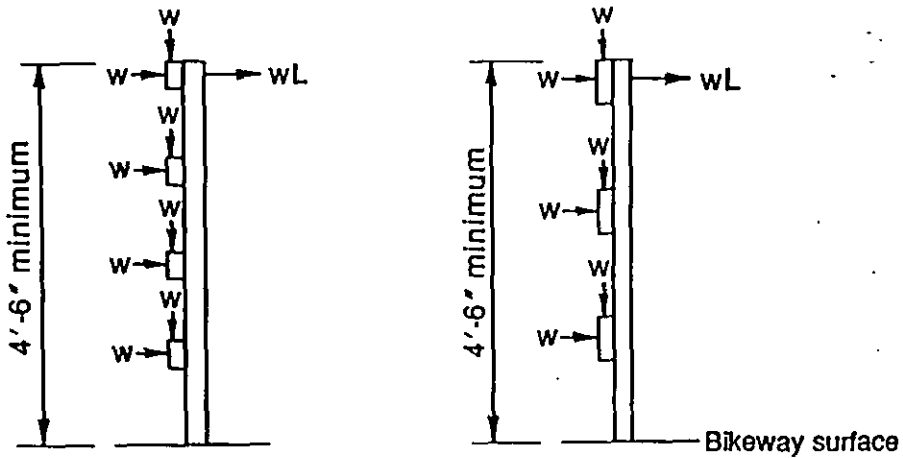
Contingencies 1413 (10%)

15543

→ Say 16000<sup>00</sup> / BRIDGE



**Pedestrian railing**

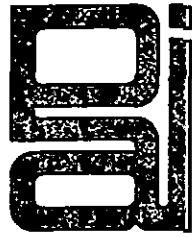


**Bicycle railing**

**Notes:**

1. Loadings shown to the left of the post are applied to the rails. Loads shown to the right of the post are applied to the post.
2.  $w = 50$  lb/ft;  $L =$  post spacing in feet.
3. The maximum clear opening between rails, or between the lower rail and the walkway or bikeway surface, is 15 inches.
4. Rail and post shapes are illustrative only. Any material or combination of materials may be used in any configuration provided minimum AASHTO requirements are met.
5. Refer to AASHTO for illustrations of other railing configurations.

*Figure 10-12.—AASHTO requirements for pedestrian and bicycle railing geometry and static loads (adapted from AASHTO<sup>3</sup> Figure 2.7.4A); © 1983. Used by permission.*



**PENNOMI ASSOCIATES INC.**  
 Consulting Engineers  
 704 Lisburn Road  
 Camp Hill, Pa. 17011

# BRIDGE RELATED T

## GENERAL SITE WORK (1)

M.P.	TOWNSHIP BOROUGH	INTERSECTION		GENERAL SITE WORK (1)									
				LUMP SUM /BRIDGE	LUMP SUM /BRIDGE	LUMP SUM /BRIDGE	\$15 L.F.	\$200 EA.	\$10 L.F.	\$60 S.F.	\$30 C.Y.	\$8 L.F.	
				MAINTENANCE AND PROTECTION OF TRAFFIC	CLEAR VEGETATION AT THE BRIDGE	CLEAR VEGETATION AND DEBRIS IN STREAM CHANNEL	TIMBER APPROACH RAILING	BRIDGE SIGNING	REPOINT STONE MASONRY	CONCRETE SPALL REPAIR	REMOVE BALLAST	CLEAN HORIZONTAL STEEL AND BEAM SEATS	
4.03	SADSBURY	OVER S.R. 2009	QUANTITY	L.S.	L.S.	-	120	-	500	-	215	-	
			COST	1,000.00	2,500.00	-	1,800.00	-	5,000.00	-	6,450.00	-	
5.77	SADSBURY	OVER T-970 (BRICK MILL ROAD)	QUANTITY	L.S.	L.S.	-	60	2	200	50	46	87	
			COST	1,000.00	1,000.00	-	900.00	400.00	2,000.00	3,000.00	1,380.00	696.00	1,400.00
6.35	SADSBURY	OVER S.R. 2021 (WHITE OAK ROAD)	QUANTITY	L.S.	L.S.	-	60	2	200	-	54	104	
			COST	1,000.00	1,000.00	-	900.00	400.00	2,000.00	-	1,620.00	832.00	1,400.00
7.20	BART	OVER T-778 QUAKER CHURCH RD.)	QUANTITY	L.S.	L.S.	-	60	2	200	50	58	87	
			COST	1,000.00	1,000.00	-	900.00	400.00	2,000.00	3,000.00	1,740.00	696.00	1,400.00
7.61	BART	OVER T-766 (VINTAGE ROAD)	QUANTITY	L.S.	L.S.	-	60	2	300	-	111	-	
			COST	500.00	1,000.00	-	900.00	400.00	3,000.00	-	3,330.00	-	
11.88	EDEN	OVER S.R. 2015 (PUMPING STA. RD.)	QUANTITY	L.S.	L.S.	-	60	2	300	-	113	-	
			COST	500.00	1,000.00	-	900.00	400.00	3,000.00	-	3,390.00	-	
13.54	QUARRYVILLE	OVER N. LIME STREET	QUANTITY	L.S.	L.S.	-	60	2	100	50	50	160	
			COST	1,000.00	1,000.00	-	900.00	400.00	1,000.00	3,000.00	1,500.00	1,280.00	1,400.00
13.83	QUARRYVILLE	OVER CHURCH STREET	QUANTITY	L.S.	L.S.	-	60	2	300	-	187	-	
			COST	500.00	1,000.00	-	900.00	400.00	3,000.00	-	5,610.00	-	
14.46	PROVIDENCE	OVER T-482 (OAK BOTTOM ROAD)	QUANTITY	L.S.	L.S.	-	110	2	200	-	-	-	
			COST	500.00	1,000.00	-	1,650.00	400.00	2,000.00	-	-	-	
18.08	PROVIDENCE	OVER T-498 (HOLLOW ROAD)	QUANTITY	L.S.	L.S.	-	110	2	300	-	-	-	
			COST	500.00	1,000.00	-	1,650.00	400.00	3,000.00	-	-	-	
21.02	PROVIDENCE	OVER T-500 (SIGMAN ROAD)	QUANTITY	L.S.	L.S.	-	60	2	100	50	36	90	
			COST	1,000.00	1,000.00	-	900.00	400.00	1,000.00	3,000.00	1,080.00	720.00	4,000.00
23.04	MARTIC	OVER S.R. 324	QUANTITY	L.S.	L.S.	-	60	2	100	200	-	-	
			COST	1,500.00	1,000.00	-	900.00	400.00	1,000.00	12,000.00	-	-	
23.75	MARTIC/ CONESTOGA	OVER T-440 & PEQUEA CREEK	QUANTITY	L.S.	L.S.	-	240	-	250	100	750	2,356	
			COST	1,000.00	5,000.00	-	3,600.00	-	2,500.00	6,000.00	22,500.00	18,848.00	40,000.00
25.73	CONESTOGA	OVER T-418 (GREEN HILL ROAD)	QUANTITY	-	-	-	-	-	100	-	-	-	
			COST	-	-	-	-	-	1,000.00	-	-	-	
PER ITEM COST				11,000.00	18,500.00	-	16,800.00	4,400.00	31,500.00	30,000.00	48,600.00	23,072.00	48,000.00

(1) SEE TRAIL IMPROVEMENT ITEM DESCRIPTIONS FOR MORE DETAILS.

# RAIL IMPROVEMENT SUMMARY

## BRIDGE SUPERSTRUCTURE WORK (1)

20 BS.	\$20 EA.	\$150 EA.	\$12 L.F.	\$21 S.Y.	\$13 S.Y.	\$15 L.F.	\$25 L.F.	\$1,000 EA.	\$20 L.F.	\$20 C.Y.	\$25 C.Y.	ATGLEN-SUSQUEHANNA TRAIL LANCASTER COUNTY, PA. 14 BRIDGES FROM M.P. 4.03 TO M.P. 25.73
MISCELLANEOUS STEEL REPAIRS	REMOVE AND REPLACE DECK TIES	DECK DRAINS	TIMBER CURB TIES	DECK WATERPROOFING AND DRAINAGE MAT	ARCH WATERPROOFING AND DRAINAGE	DECK RAILING TYPE 1	DECK RAILING TYPE 2	CONCRETE CURB REPAIRS	DECK RAILING TYPE 3	DECK BALLAST BASE COARSE - 9" DEPTH	CRUSHED DECK BALLAST RIDING COARSE -- 4" DEPTH	
-	-	-	-	-	-	-	-	2	160	118	28	25,010.00
-	-	-	-	-	-	-	-	2,000.00	3,200.00	2,360.00	700.00	18,262.00
50	10	4	120	61	-	58	-	-	-	16	7	14,380.00
200.00	200.00	600.00	1,440.00	1,281.00	-	870.00	-	-	-	320.00	175.00	16,822.00
50	11	4	140	73	-	69	-	-	-	18	8	18,325.00
200.00	220.00	600.00	1,680.00	1,533.00	-	1,035.00	-	-	-	360.00	200.00	15,908.00
50	10	4	120	61	-	58	-	-	-	16	7	18,091.00
200.00	200.00	600.00	1,440.00	1,281.00	-	870.00	-	-	-	320.00	175.00	21,280.00
-	-	-	-	-	165	-	-	2	80	55	14	5,550.00
-	-	-	-	-	2,145.00	-	-	2,000.00	1,600.00	1,100.00	350.00	8,550.00
-	-	-	-	-	136	-	-	2	80	50	14	18,158.00
-	-	-	-	-	1,768.00	-	-	2,000.00	1,800.00	1,000.00	350.00	18,650.00
50	70	4	80	71	-	-	80	-	-	18	8	198,264.00
200.00	1,400.00	600.00	960.00	1,491.00	-	-	2,000.00	-	-	360.00	200.00	1,000.00
-	-	-	-	-	225	-	-	2	104	112	25	392,050.00
-	-	-	-	-	2,925.00	-	-	2,000.00	2,080.00	2,240.00	825.00	(PROJECT TOTAL)
-	-	-	-	-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	-	-	-	-	
00	15	4	120	63	-	60	-	-	-	16	7	
200.00	300.00	600.00	1,440.00	1,323.00	-	900.00	-	-	-	320.00	175.00	
-	-	-	-	-	-	-	-	-	70	-	18	
-	-	-	-	-	-	-	-	-	1,400.00	-	450.00	
000	1,050	22	1,178	1,145	-	-	1178	-	-	188	125	
200.00	21,000.00	3,300	14,136.00	24,045.00	-	-	29,450.00	-	-	3,760.00	3,125.00	
-	-	-	-	-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	-	-	-	-	
00.00	23,320.00	6,300.00	21,096.00	30,954.00	6,838.00	3,675.00	31,450.00	8,000.00	9,880.00	12,140.00	6,525.00	

CERTIFICATE OF SERVICE

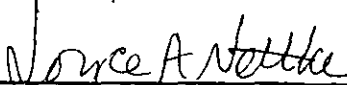
I, Joyce A. Nettke, counsel for FAST, hereby certify that I served a true and correct copy of the foregoing document(s) upon the parties and at the addresses shown in the service list appended to Administrative Law Judge Louis G. Coheres' Prehearing Order No. 2, dated September 14, 1995, by the following service method:

Harrisburg parties by messenger service on Friday, October 13, 1995.

Following parties by hand delivery:

Carol K. Palmoski  
Kathie Shirk Gonick, Esq.  
H. Joseph Little  
John Chase  
Daniel Mylin  
Gerald Duval  
Joseph Duff  
John G. Walton, Jr.  
Ray Marvin

Remaining parties by Fed Ex overnight mail sent Thursday, October 12, 1995.

  
\_\_\_\_\_  
Joyce A. Nettke, Esq.  
P.O. Box 27  
Strasburg, PA 17579  
(717)687-9311

Counsel for Friends of the  
Atglen-Susquehanna Trail, Inc.

Friends of the Atglen-Susquehanna Trail, Inc.

FAST  
Statement  
5

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Re: Application of Consolidated Rail Corporation for the abolition of thirty-one crossings of the Enola Branch, LC:201323, MP 3.5 to MP 27.0, Sub. No. 1095X, Harrisburg Division, Lancaster County, Pennsylvania - Docket No. A-00111016

TESTIMONY OF JULIE NETTKE, PROJECT DIRECTOR

My name is Julie Nettke. I am Project Director for the Friends of the Atglen-Susquehanna Trail, Inc. ("FAST"). I am submitting the following in response to the questions posed to FAST.

17. FAST is a Pennsylvania Non-Profit Corporation, (see Exhibit A), and a federal 501(c)(3) organization. See Exhibit B. FAST's By-laws are attached hereto as Exhibit C.

18. FAST was formed to promote the conversion of the abandoned rail line of the Enola Branch of the low-grade line in Lancaster and Chester Counties (now owned by Consolidated Rail Corporation) into a recreational trail, and to promote the preservation and protection of the natural resources along the right-of-way and the preservation of the history of this right-of-way. The Corporation shall also seek to establish other Greenways in Lancaster County.

Five years ago, FAST was formed as a coalition of community organizations, adjacent landowners, residents and interested individuals to promote this rails to trails project. We found a tremendous amount of support for the project, getting thousands of citizens to sign a petition that went to Lancaster County officials in support of the trail project. When negotiations between the

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JUN 23 1997

DOCUMENT  
FOLDER

FAST statement -5  
C-00913256  
A-00111016  
HBC  
6/12/97  
B.H.

County and Conrail for sale of the corridor failed, FAST decided to incorporate as a non-profit organization to acquire the line so that the opportunity of building a cross-county greenway would not be lost.

FAST plans to transform this linear strip of land that now detracts from the community and turn it into a recreational jewel that will benefit and enhance our entire region. Like many abandoned properties, this rail line is currently misused in an uncontrolled way. This has resulted in an accumulation of trash and illegal dumps, constant use by all-terrain vehicles, persons who discharge firearms at all times of day and night, and has rapidly become property that negatively impacts adjacent property owners.

FAST is modeling our trail project on the hundreds of successful similar rails-to-trail conversions that have taken place across this county. Rail trails become the pride of the community, creating new economic vitality and community spirit. When residents are given a stake in collectively caring for a trail, by using it daily for exercise, and spending time with their families, the whole community benefits. Our trail will be developed for persons of all ages and physical abilities, serving a diverse range of recreational interests for biking, birding, climbing, hiking, horseback riding and for connecting people to places that are scenic and unspoiled.

This line possesses unique and valuable characteristics as a single complete uninterrupted corridor that would be forever lost if it were conveyed in segments. The lines highest and best use is a rail-to-trail conversion, providing community park space, a safe

transportation corridor for non-motorized uses, preservation of important and unparalleled historic structures and continuation of the rural pastoral quality of life in Southern Lancaster County. The line's value is in it's continuity, length, location and proximity to other recreational, scenic and historic areas. Segmenting the line by removing bridges turns something extremely valuable into something with little use. If bridges are removed and the line becomes fragmented, it will be extremely difficult to monitor and police. Like a series of dead-end deserted roads, the land itself will become an attractive nuisance.

Since the summer of 1993 FAST has negotiated with Conrail for the acquisition of the line. We have had many meetings with Conrail over the course of the last two and a half years to work out the many issues regarding the donation of the property to FAST after the completion of the PUC abolition of crossing process. (See Exhibit D). Arrangements were made to accommodate the passage of trail use over the bridge at crossing No. 1 at the Chester/Lancaster County line. (See Exhibit E).

19. On the basis of a donation of the corridor to FAST, we have proceeded to raise funds, apply for and been approved for funding for trail development. A combined total to date of \$ 907,100 from several public sources has been approved for the development of this 23 mile cross-county railtrail greenway. (See Exhibits F through I). We anticipate, if funds are still available, applying again to Lancaster County, DCNR, PaDot, and PHMC and other public

funding sources, for future funding grants for trail development as appropriate.

We have also raised over \$60,000 from private sources over the last two years for seed money. Half of these funds was a grant from the Lancaster County Foundation which enabled FAST to contract with Greenways Inc., one of the nation's best known trail design firms, for the compilation of a Master Park Plan. (See Exhibit J. A copy of this plan has previously been provided to all governmental parties, Conrail, and AMTRAK. Due to the costs of reproducing this large document (\$35.00 per copy) and mailing, copies of this exhibit are not included with this testimony. Any party needing a copy of the plan may contact FAST for arrangements.)

The remaining funds have been raised through membership dues and a "grassroots" fundraising promotion, where supporters for \$36.00 have sponsored a yard of the trail in return for a symbolic deed and a T-shirt. Money raised from the public has enabled FAST to hire an engineer for expert advise regarding the bridges of the line and assist us with the PUC process, partially pay the salary of a Project Director to coordinate the project, and meet our organizational expenses such as insurance, phone, mailings, publicity etc. associated with non-profit operations. FAST has also been fortunate to have had donated thousands of dollars worth of professional services and thousands of volunteer hours toward the project.

Our organization anticipates raising over \$500,000 dollars of funding for trail operations through a Capital Campaign after

acquisition of the property. We have talked to several professional fundraisers and base this assumption on a similar rail-trail one year fundraising campaign that successfully raised \$700,000 dollars in neighboring York County. We also anticipate raising approximately \$40,000 yearly through memberships, private contributions, and fundraising events such as marathons and bike races. We will be applying to private foundations for grants and we will be soliciting financial support from business and corporate sponsors. We expect substantial in-kind donations of services and materials for the project.

Similar to the development of many recreational trail and park facilities, FAST plans to construct the trail in phases as funds become available over the course of the next five to ten years. Our immediate priority is to acquire the line to preserve the continuity of the corridor and it's historic character, and retrofit the bridges that cross roads so that they can safely accommodate trail use and meet the requirements of the PUC. Many other rail trails have sections that are open to the public but are in different stages of development. Similarly, after securing the necessary approvals from appropriate government agencies, FAST plans to construct a first section of developed trail beginning at crossing No. 17 (Fairview Road) to crossing No. 8 (Hollow Road). The remainder of the corridor could be used in the meantime in a less developed state by hikers, equestrians and mountain bikers.

Although FAST is willing to accept the primary role of maintaining the bridges that cross public roads, we realize that the PUC must assign future maintenance responsibility to an entity

that the PUC has jurisdiction over, if the crossing is abolished with the bridges in place.

In order to maintain the bridges and to protect that entity with bridge maintenance responsibility, FAST has sought the establishment of an endowment for the trail. A portion of costs associated with demolition of the structures could be contributed toward the endowment which would be invested in a trust fund. The interest income could be used for maintenance and the principal protected in case future major rehabilitations or removal of trail structures was necessary. We believe that comparing the cost of demolishing the structures to the cost of altering and maintaining them for trail use will show, that by far, the best solution is to invest a portion of the funds that would go toward demolition of the structures into a trust to preserve this important historic rail corridor and its historic bridges, so that it can be recycled into a recreational trail that will benefit the entire community. FAST now has over 700 members and contributors, and many supporting organizations with combined members of thousands that will continue to support the project through the donation of money and volunteer labor.

20) See Testimony of Mark Wilson, P.E.

21) In the event that the Commission orders a structure removed, FAST is not willing to contribute to the cost for demolition. Contingent upon FAST taking title to the line, FAST is willing to use grant funds approved for the purpose of making the improvements to the crossing specified by our engineer for the 14 crossings included in the Pennoni study. Fast is willing to maintain these 14 bridges. (Exhibit B to Wilson testimony.) Fast can provide the most cost effective and sensible solution to the crossings of the line, that will accommodate access needs of AMTRAK, minimize the destruction of this historic resource, and provide a use for the corridor that will benefit and enhance the entire region.

*[Handwritten Signature]*  
Secretary of the Commonwealth

ARTICLES OF INCORPORATION  
PENNSYLVANIA DOMESTIC NON-PROFIT CORPORATION

In compliance with the requirements of Section 5306 of the Nonprofit Corporation Law of 1988, the undersigned, desiring to incorporate a not-for-profit corporation, hereby certifies that:

FIRST: The name of the Corporation is Friends of the Atglen-Susquehanna Trail, Inc.

SECOND: The location of the Corporation is 10 S. Decatur Street, Strasburg, PA 17579 and the mailing address is P.O. Box 146 Quarryville, PA 17566, Lancaster County.

THIRD: The Corporation is organized exclusively for the following charitable, scientific and educational purposes as defined and limited by Section 501(c)(3) of the Internal Revenue Code of 1986 or any corresponding provision of any future United States Internal Revenue Law (the "Code") and any rules or regulations of interpretation or implementation thereunder:

I. The mission of the Corporation is to promote the conversion of the abandoned railroad right-of-way of the Enola Branch of the low-grade line in Lancaster and Chester Counties (now owned by Consolidated Rail Corporation) into a recreational trail, and to promote the preservation and protection of the natural resources along this right-of-way and the preservation of the history of this right-of-way. The Corporation shall also seek to establish other Greenways in Lancaster County.

II. The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

III. The Corporation shall not engage in any act of self dealing as defined in Section 4941(d) of the Code or corresponding provisions of any subsequent federal tax laws.

IV. The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

V. The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code or corresponding provisions of any subsequent federal tax laws.

VI. The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

FOURTH: No part of the net earnings of the Corporation shall inure to the benefit of or be distributed to any director or officer of the Corporation or to any other private person, except

EXHIBIT  
A-NETTKE

that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes as set forth in these Articles of Incorporation.

FIFTH: The Corporation shall be organized on a nonstock basis.

SIXTH: The term of existence of the Corporation shall be perpetual.

SEVENTH: The Corporation is organized pursuant to the Nonprofit Corporation Law of the State of Pennsylvania and shall have all powers now provided for or which may hereafter be provided by Section 5502 of thereof (or the corresponding provision of any future Pennsylvania Nonprofit Corporation Law), and to this effect the Corporation shall be empowered to do all acts and things as from time to time may be necessary or expedient as a means of accomplishing its purpose.

EIGHTH: The Corporation may be dissolved upon the vote of three-fourths of the Board of Directors. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization under Section 501(c)(3) of the Code (or the corresponding provisions of any future United States Internal Revenue Law), or to any public governmental entity or entities, as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by a Court of competent jurisdiction in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations or to such public governmental entity or entities as such Court shall determine, which are organized and operated exclusively for such purposes.

NINTH: No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaigns on behalf of any candidates for public office. Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Code (or the corresponding provisions of any future United States Internal Revenue Law), or by (b) a corporation, contributions to which are deductible under Section 509(a) of the Code (or the corresponding provisions of any future United States Internal Revenue Law).

TENTH: These Articles of Incorporation may be amended in the manner at the time prescribed by applicable statute(s) and the By-Laws.

ELEVENTH: The name and address of the sole incorporator is:  
Joyce A. Nettke,  
Attorney at Law  
10 S. Decatur St.  
Strasburg, PA 17579

IN TESTIMONY WHEREOF, the incorporator has signed these Articles of Incorporation this 14th day of June, 1993.

Joyce A. Nettke

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
31 HOPKINS PLAZA  
BALTIMORE, MD 21201

DEPARTMENT OF THE TREASURY

Date: SEP 1 1993

FRIENDS OF THE ATGLER SUSQUEHANNA  
TRAIL INC  
PO BOX 146  
QUARRYVILLE, PA 17566

Employer Identification Number:  
25-1667954  
Case Number:  
520290046  
Contact Person:  
MRS. M. TAYLOR  
Contact Telephone Number:  
(410) 962-7756  
Accounting Period Ending:  
December 31  
Foundation Status Classification:  
509(a)(1)  
Advance Ruling Period Begins:  
June 18, 1993  
Advance Ruling Period Ends:  
December 31, 1997  
Addendum Applies:  
Yes

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

EXHIBIT

B. NETTIE

## FRIENDS OF THE ATGLEN SUSQUEHANNA

will no longer treat you as a publicly supported organization; grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that he had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social securities taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excises, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Requests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

Contributions to you are deductible by donors beginning June 18, 1993.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided; check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If you are required to file a return you must file it by the 15th day of

FRIENDS OF THE ATGLEN SUSQUEHANNA

the fifth month after the end of your annual accounting period. We charge a penalty of \$10 a day when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty we charge cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. We may also charge this penalty if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

If you distribute funds to individuals, you should keep case histories showing the recipients' names, addresses, purposes of awards, manner of selection, and relationship (if any) to members, officers, trustees or donors of funds to you, so that you can substantiate upon request by the Internal Revenue Service any and all distributions you made to individuals. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

FRIENDS OF THE ATGLEN SUSQUEHANNA

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

  
District Director

Enclosure(s):  
Addendum  
Form 372-C

FRIENDS OF THE ATGLEN SUSQUEHANNA

You are required to make available for public inspection a copy of your exemption application, and supporting documents, and this exemption letter. If you are required to file an annual information return, you are also required to make a copy of the return available for public inspection for three years after the return is due. Failure to make these documents available for public inspection may subject you to a penalty of \$10 per day for each day there is a failure to comply (up to a maximum of \$5,000 in the case of an annual return). See Internal Revenue Service Notice 88-120, 1988-2 C.B. 454, for additional information.

Guidelines under which private foundations may rely on this determination, for gifts, grants, and contributions made after March 13, 1989, were liberalized and published in Rev. Proc. 89-23, Cumulative Bulletin 1989-1, page 944.

Form **872-C**

(Revised 9-90)

Department of the Treasury  
Internal Revenue Service

# Consent Fixing Period of Limitation Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

(See instructions on reverse side.)

OMB No. 1545-0056

To be used with Form  
1023. Submit in  
duplicate.

Under section 6501(c)(4) of the Internal Revenue Code, and as part of a request filed with Form 1023 that the organization named below be treated as a publicly supported organization under section 170(b)(1)(A)(vi) or section 509(a)(2) during an advance ruling period,

Friends of the Atglen-Susquehanna Trail Inc.  
(Exact legal name of organization as shown in organizing document)

PO Box 146, Quarryville PA. 17566  
(Number, street, city or town, state, and ZIP code)

} and the District Director of  
Internal Revenue, or  
Assistant Commissioner  
(Employee Plans and  
Exempt Organizations)

Consent and agree that the period for assessing tax (imposed under section 4940 of the Code) for any of the 5 tax years in the advance ruling period will extend 8 years, 4 months, and 15 days beyond the end of the first tax year.

However, if a notice of deficiency in tax for any of these years is sent to the organization before the period expires, the time for making an assessment will be further extended by the number of days the assessment is prohibited, plus 60 days.

Ending date of first tax year December 31, 1993  
(Month, day, and year)

**RECEIVED**  
JUL 13 1993

EP/EO Division  
User Fee Unit  
Baltimore

**RECEIVED**  
AUG 10 1993

EP/EO Division  
User Fee Unit  
Baltimore

Name of organization (as shown in organizing document) Friends of the Atglen-Susquehanna Trail Inc. Date July 9, 1993

Officer or trustee having authority to sign  
Signature ▶ *John L. Lee*

**For IRS use only**

District Director or Assistant Commissioner (Employee Plans and Exempt Organizations) *A. J. Lightner* Date AUG 31 1993

By ▶ *M. Schreiber Chief, TSA*

BY-LAWS OF THE  
FRIENDS OF THE ATGLEN SUSQUEHANNA TRAIL, INC.  
(a Pennsylvania Nonprofit Corporation)

ARTICLE I - NAME

The name of this Pennsylvania nonprofit corporation shall be the Friends of the Atglen Susquehanna Trail, Inc.

ARTICLE II - PURPOSE

The Friends of the Atglen Susquehanna Trail, Inc. is formed to promote the conversion of the following abandoned railroad right-of-way into a recreational Trail:

A. The right-of-way of the Enola Branch of the low-grade line, now owned by Consolidated Rail Corporation ("Conrail") in Lancaster and Chester Counties;

The Corporation shall also promote the preservation and protection of the natural resources found along this right-of-way and the preservation of the history of this right-of-way. This Corporation shall also seek to establish other Greenways in Lancaster County.

ARTICLE III - OFFICES

Section 1. The initial registered office of this Corporation shall be located at 10 South Decatur Street, Strasburg, Lancaster County, Pennsylvania. The mailing address of the Corporation shall be at Pos Office Box 146, Quarryville, Pennsylvania 17566.

Section 2. This Corporation may also have offices at such other places as the Board of Directors may from time to time determine.



#### ARTICLE IV - MEMBERSHIP

- Section 1. Qualifications. Any person who sympathizes with the purpose of this Corporation and pledges to uphold its By-Laws shall become a Member upon payment of the required dues.
- Section 2. Rights. Members shall have the right to vote, to constitute a quorum, to be eligible for election to the Board of Directors, to initiate petitions to the Board of Directors, and to otherwise participate fully in the activities of the Corporation.
- Section 3. Types. The categories of membership and the initial annual dues will be as follows:

Individual	\$10
Family	\$20
Supporting	\$50
Sustaining	\$100
Corporate	\$250
Honorary	Gratis

Annual dues may be changed from time to time by action of the Board of Directors. Each of the above categories shall entitle the membership holder to one vote at meetings. Honorary Memberships shall be bestowed by action of the Board of Directors.

- Section 4. Denial or Revocation of Membership. An application for membership may be denied or membership revoked, for cause, including non-payment of dues, by a majority vote of the Board of Directors upon notice by the Membership Chairperson.

#### ARTICLE V - BOARD OF DIRECTORS

- Section 1. Responsibilities. All ordinary business of the Corporation shall be under the sole care and management of a Board of Directors. The Board of Directors shall be responsible to the membership for recommending goals, objectives, and policies of the Corporation and proper mechanisms for supporting and promoting it. The Board shall plan and implement the programs and activities approved by the membership and shall be responsible to the membership for implementing the objectives of the Corporation. The Board shall annually present to the Members a report on the state of the Corporation.
- Section 2. Powers. The Board of Directors may exercise all the powers of the Corporation, including the authority to conduct its business and to contract for services on behalf of the Corporation and its members. The Board's power shall rest in the group meeting in regular

- session; as individuals, Board members shall hold no special authority.
- Section 3. Size. The Board of Directors shall consist of no fewer than seven (7) and no more than fifteen (15) persons, five of whom shall be the Officers of the Corporation. The actual number of elected Directors shall be as determined by the Board of Directors.
- Section 4. Terms of Office. The Directors shall be elected by and from the eligible membership by the procedure outlined in Article XI. The Directors shall serve terms of three (3) years for a maximum of two consecutive terms. Their terms shall be arranged so that one-third of the actual number of Directors' terms expire each year. They shall serve without compensation.
- Section 5. Vacancies. The Board of Directors shall have the power to fill each vacancy on the Board, and the person so appointed shall serve until the expiration date of the unexpired term. If at any time the Board has fewer than the maximum number of fifteen (15) Directors, the Board may, at its option, appoint members to increase its size within that limit.
- Section 6. Removal. Any member of the Board of Directors, including the Officers, may be removed from office, for cause, by two-thirds vote of the membership at a Special Meeting convened in the manner specified in Article IX, Section 2. If a member of the Board of Directors shall absent himself from three (3) successive Board meetings, unless detained by sickness or absent due to reasonable cause communicated to the Board, he shall automatically forfeit Board membership.
- Section 7. Appeals. Any action of the Board of Directors may be reversed by a resolution adopted by a two-thirds vote of the Members present at any properly convened meeting of the Corporation, provided that a copy of such resolution shall have been sent to each member of the Board of Directors prior to the Corporation meeting and to the members with the call for the meeting.

#### ARTICLE VI - OFFICERS

- Section 1. The Officers of this Corporation shall include a President, two Vice Presidents, a Secretary, and a Treasurer. The officers shall be elected annually as specified in Section 6. They shall serve without compensation; however, the Board of Directors may reimburse the Officers for reasonable, necessary, and documented expenses incurred on behalf of the Corporation.
- Section 2. President. The President shall be the spokesperson for the Corporation and shall preside at all meetings of the Corporation and of its Board of Directors and its Executive Committee except as provided in Article IX,

Section 4. The President shall exercise all of the powers and perform all of the duties normally pertaining to the office of President of a corporation; shall recommend to the Board of Directors such policies and actions as are deemed likely to be useful in carrying out the program and purposes of the Corporation; shall, with Board concurrence, appoint Chairpersons of Committees; and shall be an ex-officio member of all Committees except the Nominating Committee.

Section 3. Vice President. One of the Vice Presidents, as determined by Executive Committee vote, shall act in the absence or disability of the President and when so acting shall have the powers of the President. The Vice President shall also perform such other duties as may be assigned by the Board.

Section 4. Secretary. The Secretary shall act as secretary at all meetings of the Corporation and of the Board of Directors and of the Executive Committee; shall perform all of the duties normally pertaining to the secretary of a corporation; and shall be custodian of the Corporation records and correspondence. The Secretary shall see that all notices are duly given in accordance with the provisions of these By-Laws.

Section 5. Treasurer. The Treasurer shall be responsible for the receipt and disbursement of the funds of the Corporation; shall have custody of all funds and securities of the Corporation; shall be responsible for collecting dues and other receipts; shall maintain records of the Corporation's fiscal affairs for the current year; and shall make reports to the Board of Directors at each Board meeting and to the Members annually. The Treasurer shall also ensure filing of such financial reports as tax returns and other statements that the Corporation may be required by law to file.

Section 6. Elections. The Officers of the Corporation shall be elected annually from among the members of the Board of Directors by majority vote of the Board of Directors at the first Board meeting following the election of Directors.

Section 7. Terms of Office. The Officers shall serve for terms of one year or until replacement or resignation. Their terms shall begin immediately upon election. A maximum of three consecutive terms may be held by an individual in any office.

Section 8. Vacancies. An appointment to fill a vacancy in any office shall be made by the Board at the next Board of Directors meeting occurring after such vacancy occurs.

Section 9. Removal. Any Officer may be removed from office for due cause by two-thirds vote of the Board of Directors. The resulting vacancy shall be filled as specified in Section 8.

## ARTICLE VII - EXECUTIVE COMMITTEE

- Section 1. Responsibility. The Executive Committee shall manage the business of the Corporation between meetings of the Board. It may execute all powers of the Board of Directors of a routine, usual, or emergency nature except for the appropriation of funds. The Executive Committee shall be convened by the President upon his direction or upon request of any three (3) of its members. Three of the Executive Committee members shall constitute a quorum.
- Section 2. Composition. The Officers of the Corporation shall constitute the Executive Committee.

## ARTICLE VIII - STANDING AND SPECIAL COMMITTEES

- Section 1. Standing Committees. All continuing functions of the Corporation, with the exception of those of the Officers and Directors, shall be administered by Standing Committees. The President shall, subject to Board of Directors approval, appoint Chairs of Standing Committees that may be necessary to carry out the program of the Corporation. Each Standing Committee Chair shall select such Members as are qualified and willing to serve on the Committee.
- Section 2. Special Committees. The Board of Directors may establish Special Committees to conduct special activities or functions of the Corporation. The President shall, subject to Board of Directors approval, appoint Chairs of Special Committees. The Chair shall serve for the term of existence of the Special Committee or until removal or resignation.
- Section 3. Authority. It shall be the function of Committees to investigate and make recommendations. They shall report in writing to the Board of Directors. No Special or Standing Committee shall represent the Corporation in advocacy of or opposition to any project without the specific confirmation of the Board of Directors.

## ARTICLE IX - MEMBERSHIP MEETINGS

- Section 1. Annual Meetings. The annual membership meeting of the Corporation shall be held in June of each year in Lancaster County at a public place large enough to accommodate the membership on date and time designated by the Board of Directors. The Secretary shall ensure that written notice is sent to each Member at least fifteen (15) days in advance of each Annual Meeting.

- Section 2. Special Meetings. Special meetings of the membership may be called by the Board of Directors or the President. A Special Meeting must also be called by the Board of Directors upon receipt of a petition signed by ten (10%) percent or more of the Members to consider those questions stated on the petition. The Secretary shall ensure that written notice of such meeting is sent to each Member at least eight (8) days in advance. The business transacted at said meeting shall be confined to the purpose stated in the notice.
- Section 3. Quorum. Twenty (20%) percent of the Members or 30 Members, whichever is less, shall constitute a quorum for the transaction of business at any annual or special meeting of the Corporation. Except as prescribed in Article XII, a motion shall require for adoption a simple majority of the members present at such meeting.
- Section 4. Chair Pro-Tem. The President or the Board of Directors may designate any member to preside as Chair Pro-Tem for any part or all of such meeting.
- Section 5. Voting. A Member may vote either in person or by proxy, executed in writing by the Member.

#### ARTICLE X - MEETING OF THE BOARD OF DIRECTORS

- Section 1. Regular Meetings of Directors. The Board of Directors shall hold regular monthly meetings, the date, time, and place of which shall be fixed from time to time by the Board. The President may, for cause, cancel or postpone a Board meeting.
- Section 2. Special Meetings of Directors. Special meetings of the Board of Directors may be called by either the President or a majority of the Board of Directors.
- Section 3. Open/Executive Session. All meetings of the Board of Directors shall be open to Members except when the Board, in its sole discretion, votes to meet in executive session, which may be required to deal with confidential matters.
- Section 4. Notice. At least seven (7) days prior to each Board meeting, the Secretary shall convey notice, either personally or by mail, to each Director of the date, time, and place of the meeting.
- Section 5. Quorum. A majority of the total number of Directors, present in person or represented by proxy, shall constitute a quorum at all meetings of the Board of Directors. The vote of a majority of the Directors present at a meeting at which a quorum is present will be the act of the Board of Directors unless a greater number is required under the provisions of the Nonprofit Corporation Law of 1988, the Articles of Incorporation of this Corporation, or any provision of

these By-Laws.

#### ARTICLE XI - ELECTION OF BOARD MEMBERS

- Section 1. Nominating Committee. At the regular Board of Directors meeting two (2) months before the Annual Meeting of each year, the President shall appoint a Nominating Committee, subject to Board approval, consisting of not less than three (3) consenting persons. The members of this Committee shall be selected from the Corporation membership at large, except that this Committee shall be chaired by a Member who is serving currently or has served previously on the Board.
- Section 2. Procedure for Selecting Candidates. The Nominating Committee shall prepare a list of names of at least one (1) consenting candidate for each vacancy to be filled on the Board of Directors in the ensuing election. Candidates shall be selected from the membership at large but shall be at least twenty-one (21) years of age. Membership on the Nominating Committee will not disqualify a person for any nomination. The Secretary shall ensure that all Members are notified at least fifteen (15) days prior to the Annual Meeting of the full list of candidates submitted by the Nominating Committee.
- Section 3. Election Procedure. Prior to the Annual Meeting the Secretary shall prepare printed ballots bearing the names of the candidates selected. The new Directors shall be elected by a vote conducted Annual Meeting by secret ballot. Nominations shall also be accepted from the floor at the time of the election, but no Member shall be nominated without his consent. Each Member present shall cast as many votes as there are Director positions to be filled. Those nominees receiving the highest number of votes shall be declared elected. A tie vote shall be resolved by another ballot confined to resolution of the tie.

#### ARTICLE XII - AMENDMENT OF BY-LAWS

- Section 1. Proposals. Proposed amendments to the By-Laws of this Corporation may be initiated by the Board of Directors or by a petition signed by ten (10%) percent of the Members and submitted in writing to the Board of Directors for approval.
- Section 2. Notification. Following approval by the Board of Directors, the Secretary shall ensure that each Member is informed of the proposed amendment with notice of time and place of a regular or special meeting of the membership to act upon the same. Said meeting shall

not be less than fifteen (15) days after the mailing of the notice.

- Section 3. Adoption. The proposed amendment to the By-Laws shall require a favorable vote of two-thirds of the Members present to carry.

#### ARTICLE XIII - FINANCE

- Section 1. Calendar Year. The calendar year of the Corporation shall end on December 31.
- Section 2. Execution of Documents. The President of the Corporation may sign and execute in the name of the Corporation all authorized deeds, mortgages, bonds, contracts, and other instruments provided such action has been previously approved by the Board of Directors.
- Section 3. Instruments of Indebtedness. All checks, drafts, notes, and other obligations issued in the name of the Corporation for amounts less than \$500 shall be signed by either the President or the Treasurer. Any such instrument in an amount of \$500 or more must be signed by any two of the following three persons: the President, the Treasurer, and one of the remaining members of the Executive Committee.
- Section 4. Authority to Hold Property. The Board of Directors shall have the authority to serve as a Board of Trustees to administer, manage, and hold title in the name of the Corporation to real estate, securities, and trust funds.
- Section 5. Annual Financial Report. The Treasurer shall prepare annually a balance sheet and a financial statement of operations for the preceding fiscal year. Such statement shall be provided to the membership at the Annual Meeting.
- Section 6. Bonding. The Board of Directors shall name the Officers to be bonded. Such bonding shall be at the expense of the Corporation.
- Section 7. Dissolution. If at any time the Corporation shall be dissolved and there shall remain in its possession any assets, these shall not be distributed to the membership of the Corporation. Instead, the Board of Directors shall, after paying all liabilities of the Corporation, dispose of all remaining assets by donation to such causes as they deem sympathetic to the aims of the Corporation.

#### ARTICLE XIV - INDEMNIFICATION OF DIRECTORS AND OFFICERS

- Section 1. The Corporation shall indemnify, to the fullest extent now or hereafter permitted by law (including but not

limited to the indemnification provided by 42 Pa. Cons. Stat. §8365 of the Directors' Liability Act contained in the Act of November 28, 1986 P.L. 1458, No. 145, as amended 1988, Dec. 21, P.L. 1444, No. 177, §203, effective Oct. 1, 1989), each person who was or is made a party to or a witness in or is threatened to be made a party to or a witness in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was an authorized representative of the Corporation, against all expenses (including attorney's fees and disbursements), judgments, fines (including excise taxes and penalties), and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding.

Section 2. The Corporation shall pay expenses (including attorneys' fees and disbursements) incurred by a person referred to in Section 1 hereof in defending or appearing as a witness in any civil or criminal action, suit or proceeding described in Section 1 hereof in advance of the final disposition of such action, suit or proceeding. The expenses incurred by such person shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding only upon receipt of an undertaking by or on behalf of such person to repay all amounts advanced if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation for the reason set forth in Section 4 hereof.

Section 3. The Corporation may, as determined by the Board of Directors from time to time, indemnify to the fullest extent now or hereafter permitted by law, any person who is not an authorized representative of the Corporation if such person was or is a party to or a witness in or is threatened to be made a party to or a witness in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of such person's activities in connection with the Corporation against all expenses (including attorneys' fees and disbursements), judgments, fines (including excise taxes and penalties), and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding. The Corporation may, as determined by the Board of Directors from time to time, pay expenses incurred by any such person by reason of his participation in an action, suit or proceeding referred to in this Section 3 in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation for the

- reason set forth in Section 4 hereof.
- Section 4. Indemnification under this Article shall not be made by the Corporation in any case where a court determines that the alleged act or failure to act giving rise to the claim for indemnification is expressly prohibited by the Directors' Liability Act, 42 Pa. Con. Stat. §§8361 et seq. contained in the Act of November 28, 1986 P.L. 1458, No. 145, as amended 1988, Dec. 21, P.L. 1444, No. 177, §203, effective Oct. 1, 1989, or any successor statute as in effect at the time of such alleged action or failure to take action.
- Section 5. The Board of Directors shall have the power to borrow money on behalf of the Corporation, including the power to pledge the assets of the Corporation, from time to time to discharge the Corporation's obligations with respect to indemnification, the advancement and reimbursement of expenses, and the purchase and maintenance of insurance. The Corporation may, in lieu of or in addition to the purchase and maintenance of insurance referred to in Section 6 hereof, establish and maintain a fund of any nature or otherwise secure or insure in any manner its indemnification obligations, whether arising under or pursuant to this Article or otherwise.
- Section 6. The Corporation shall purchase and maintain insurance on behalf of each Director and officer against any liability asserted against or incurred by such Director or officer in any capacity, or arising out of such Director's or officer's status as such, whether or not the Corporation would have the power to indemnify such Director or officer against such liability under the provisions of this Article. The Corporation shall not be required to maintain such insurance if it is not available on terms satisfactory to the Board of Directors, because either (i) the premium cost for such insurance is substantially disproportionate to the amount of coverage, or (ii) the coverage provided by such insurance is so limited by exclusions that there is insufficient benefit from such insurance. The Corporation may purchase and maintain insurance on behalf of any other person referred to in Sections 1 and 3 hereof against any liability asserted against or incurred by such person in any capacity, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article.
- Section 7. Each authorized representative of the Corporation shall be deemed to act in such capacity in reliance upon such rights of indemnification and advancement of expenses as are provided in this Article. The rights of indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which any person seeking indemnification or advancement of expenses may be

entitled under any agreement, vote of disinterested Directors, statute or otherwise, both as to action in such person's official capacity and as to action in another capacity while acting as an authorized representative of the Corporation, and shall continue as a person who has ceased to be an authorized representative of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such person. Indemnification and advancements of expenses under this Article shall be provided whether or not the indemnified liability arises or arose from any threatened, pending or completed action by or in the right of the Corporation. Any repeal or modification of this Article by the Board of Directors of the Corporation shall not adversely affect any right or protection existing at the time of such repeal or modification to which any person may be entitled under this Article.

Section 8. For purposes of this Article, the term "authorized representative" shall mean a Director, officer, employee or agent of the Corporation, or a director, custodian, administrator, committeeman or fiduciary of any employee benefit plan established and maintained by the Corporation, or a person serving another corporation, partnership, joint venture, trust or other enterprise in any of the foregoing capacities at the request of the Corporation.

#### ARTICLE XV - ELIMINATION OF DIRECTORS' LIABILITY

Section 1. A Director of the Corporation shall not be personally liable for monetary damages for any action taken or any failure to take any action, provided, however, that this provision shall not eliminate or limit the liability of a Director to the extent that such elimination or limitation of liability is expressly prohibited by the Directors' Liability Act, 42 Pa. Con. Stat. §§8361 et. seq. contained in the Act of November 28, 19867, P.L. 1458, No. 145, as amended 1988, Dec. 21, P.L. 1444, No. 177 §203, effective Oct. 1, 1989, as in effect at the time of the alleged action or failure to take action by such Director.

Section 2. Any repeal or modification of this Article by the Members or the Directors of the Corporation shall not adversely affect any right or protection existing at the time of such repeal or modification to which any Director or former Director may be entitled under this Article. The rights conferred by this Article shall continue as to any person who has ceased to be a Director of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such person.

ARTICLE XVI - MISCELLANEOUS

- Section 1. Saving Provision. In the event that any portion of these By-Laws is held to be invalid by a Court of the Commonwealth of Pennsylvania, the remainder of these By-Laws shall not be affected.
- Section 2. Order of Precedence. Proceedings of this Corporation shall be governed first by these By-Laws as most recently amended; thereafter by Robert's Rules of Order, latest edition; and, finally, by the Pennsylvania Nonprofit Corporation law as most recently amended.

ARTICLE XVI - MISCELLANEOUS

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- Section 2. Order of Precedence. Proceedings of this Corporation shall be governed first by these By-Laws as most recently amended; thereafter by Robert's Rules of Order, latest edition; and, finally, by the Pennsylvania Nonprofit Corporation law as most recently amended.

CONRAIL

October 6, 1993

Julie Netke  
Friends of the Atglen &  
Susquehanna Trail  
315 Fairview Road  
New Providence, PA 17560

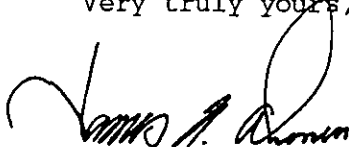
Re: Abandoned Enola Branch, Lancaster County, PA

Dear Ms. Netke:

Thank you for your proposal regarding our abandoned Enola Branch. As you know there remain a number of significant issues to be addressed, which is not unusual in any transaction of this size and complexity.

We look forward to continuing to work with your organization in an effort to overcome these obstacles and to conclude a sale as soon as practical. We wish you every success in gathering support for this worthwhile endeavor.

Very truly yours,

  
J. N. Ahonen  
Property Manager

(717) 541-2303

Real Estate Department  
Suite 365 - 2605 Interstate Dr.  
Harrisburg, PA 17110

CONRAIL CORPORATION



March 16, 1995  
File: Case #70284

Ms. Julie Nettke, President  
FRIENDS OF THE ATGLEN  
& SUSQUEHANNA TRAIL INC.  
P. O. Box 146  
Quarryville, Pa. 17566  
(717-786-9055; fax: 2618)

RE: Sale of Chester County portion of Enola Ab. Line - MP 4.03

Dear Ms. Nettke :

Confirming our phone-con this date concerning Bridge 4.03 located on the Chester/Lancaster Line, enclosed please find :

(a) copy of our Val Map 3.07/4, indicating the westerly portion of the proposed sale area to SEPTA, which will abut bridge 4.03.

(b) copy of the proposed Agreement Modification, which "excepts Bridge 4.03" out of the sale to SEPTA, as well as provides your organization an accessway via Chester Co.

Based on our conversation this date, it is understood that your organization is agreeable to the proposed general accessway.

As advised, you should contact SEPTA's Real Estate Representative, Mr. Chris Klingensmith (215-580-3767) to more firmly plot-your future accessway; that is, before, SEPTA begins any development in the immediate area.

Any questions, please call

Very truly yours,

*NP*  
Nick Prospero  
Property Mgr - REFS  
609-231-2138; fax: 2140

cc: J. Ahonen  
H. Klingensmith

**EXHIBIT**

*E-Nettke*



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION  
HARRISBURG, PENNSYLVANIA 17120

OFFICE OF  
SECRETARY OF TRANSPORTATION

August 26, 1994

Dear Applicant:

I am pleased to inform you that your application for federal funding under the Transportation Enhancements Program was approved by the State Transportation Commission on August 25, 1994 for inclusion on the 1st four years of the Commonwealth's Twelve Year Transportation Program. There were 68 new projects approved by the State Transportation Commission.

The Transportation Enhancements Coordinator in your District Office will contact you in the near future to discuss the plans and procedures for the implementation of your project. Please be aware that a requirement for using federal funds is having this project included in the Metropolitan Planning Organization's Transportation Improvement Program. Our district coordinator will work with you to accomplish this if it has not already happened.

I appreciate your interest in the Transportation Enhancements Program. I am looking forward to the successful completion of your project. Please contact my staff for any technical assistance you may need.

Sincerely,

Larry M. King  
Deputy Secretary for Planning

EXHIBIT  
F - NETTKE

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION  
Engineering District 8-0  
2140 Herr Street  
Harrisburg 17103-1699  
October 4, 1995



IN REPLY REFER TO

Lancaster County  
Atglen-Susquehanna Trail  
Susquehanna River to Chester County  
Transportation Enhancement

Ms. Julie Nettke, Project Director  
P.O. Box 146  
Quarryville, PA 17566

Dear Ms. Nettke:

As requested, the Department is writing to inform you that the subject Transportation Enhancement Project is currently funded in the first four years of the Twelve-Year Transportation Program for design, right-of-way, and construction. Specifically this includes \$500,000 in federal funding, with 20% matching funds or \$125,000 provided by the project sponsor.

A reimbursement agreement must be executed before any work on this project begins. Cost incurred prior to this execution date is not eligible for reimbursement.

If you have any additional questions or concerns, please contact Michael C. Keiser, P.E., Consultant Liaison Engineer, at 717-783-7883.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Barry G. Hoffman", is written over the typed name.

Barry G. Hoffman, P.E.  
District Engineer

MCK:jljg



DEC 27 1994

Lancaster County  
Atglen - Susquehanna Heritage Trail  
Consultant Selection Approval

Barry G. Hoffman, P.E.  
District Engineer  
Engineering District 8-0

Fred W. Bowser, P.E.  
Director  
Bureau of Design



Reference is made to your letter dated November 29, 1994 requesting our approval of Pennoni Associates, Inc. to prepare final design plans for the subject project.

Your letter documents that Pennoni Associates, Inc. has performed preliminary engineering and bridge inspection services on this project. We concur with your recommendation that Pennoni Associates, Inc. continue on this project and complete the required and complete the required design work.

We are familiar with the firm of Pennoni Associates, Inc. consider them qualified to provide the required service.

The Central Office will hold negotiations (if necessary), prepare the engineering agreement, and submit it to friends of the Atglen - Susquehanna Trail, Inc. for review and execution by both parties after we receive the engineer's proposal and the District's independent man-hour estimate.

4330/LBB/mea

cc: B. G. Hoffman, P.E., Engineering District 8-0  
C. W. Allwein, P.E., Room 1116  
J. L. Rautzhan, P.E., District 8-0  
L. L. Nace, P.E., District 8-0  
M. C. Keiser

# LANCASTER COUNTY

## LANCASTER COUNTY PLANNING COMMISSION

COUNTY COMMISSIONERS  
AMES E. HUBER, Chairman  
TERRY L. KAUFFMAN, Vice Chairman  
BRAD S. FISCHER

50 NORTH DUKE STREET  
PO BOX 83480,  
LANCASTER, PA 17608-3480  
TELEPHONE: 717-299-8333  
FAX: 717-295-3659

RONALD T. BAILEY  
Planning Director

3 August 1994

Julie Nettke  
Project Coordinator  
Friends of The Atglen-Susquehanna Trail, Inc.  
P.O. Box 146  
Quarryville PA 17566

RE: Atglen-Susquehanna Trail  
(File No. 530-DEV-93-01)  
1993 C.P.I. Grant Agreement

Dear Ms. Nettke:

The Lancaster County Board of Commissioners has completed their execution of the Community Parks Initiative (C.P.I.) 1993 Grant Agreement for the above-referenced project. One original document is attached for your file; a second original document of the agreement will be kept on file by the county. The agreement establishes the terms and conditions of the utilization of your C.P.I. grant funds and will be adhered to under all circumstances.

Please note that quarterly progress reports are to be submitted on a timely basis from the date of award, 27 April 1994. As such, the first progress report is due 27 October 1994. A copy of the Progress Reporting Form can be found in the appendix of the 1993 development Application Booklet.

Please refer to the specific reimbursement requirements in Section I.K - Reimbursement of the Application Booklet and Term #10 of the 1993 Grant Agreement. These areas in particular outline the procedures and requirements for submitting future reimbursement requests. Forms for the documents referred to in Section I.K can be found in the appendix of the Application Booklet. These forms must be executed accordingly and all conditions satisfied before release of county funds will be authorized.

The grant funds available for the project shall be spent within two years of the date of award. The date of award for all 1993 grant projects is 27 April 1994, the date on the grant agreements and the day the county commissioners publicly announced the grant recipients. If for any reason additional time is required to complete your project, a written request to amend and extend the grant agreement must be filed and executed with the county.

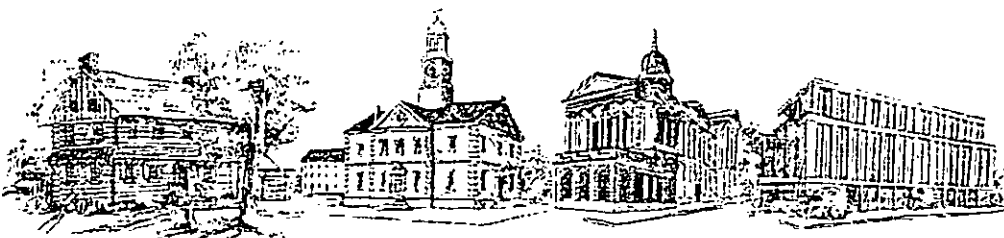


EXHIBIT  
G-NETTKE

Julie Nettke

Page 2

If you have any concerns or questions regarding any of these issues, please contact Mr. Domin at 299-8333. We look forward to the successful completion of your project.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael A. Domin". The signature is stylized with a large, looped initial "M" and a long horizontal stroke extending to the right.

Michael A. Domin  
Senior Planner

vpg  
Enclosure

THE COMMUNITY PARKS INITIATIVE OF LANCASTER COUNTY

1993 GRANT AGREEMENT

This Agreement, made effective this TWENTY-SEVENTH (27th) day of APRIL, 1994 between Friends of The Atglen-Susquehanna Trail, Inc., hereinafter referred to as "the grant recipient" (ie. "municipality", "conservancy", etc.) and the Board of Commissioners of the County of Lancaster, hereinafter referred to as "the county", shall be as follows:

TERMS OF AGREEMENT:

1. MAXIMUM AMOUNT AWARDED BY THE COUNTY: \$250,000.00 over three years
2. TYPE OF PROJECT: development
3. PROJECT NAME: Atglen-Susquehanna Trail
4. The grant recipient shall follow all rules and regulations as provided in the Community Parks Initiative grant booklet and application for the given program year incorporated herein by reference.
5. The grant recipient agrees that the properties affected or improved by this grant program shall remain in perpetuity as publicly accessible park properties. In the case of easements, the properties shall be available for public use, access, and enjoyment as originally stated and intended in the original grant application or original easement agreement, which are made part hereof.
6. The grant recipient agrees that facilities acquired, constructed, converted, or preserved through this grant program must be properly maintained to appear attractive to the general public, to encourage proper use, to prevent deterioration, and to prevent injury. The grant recipient agrees to provide adequate, routine custodial, preventive, and corrective maintenance as required by the project area and facilities at its expense.
7. The grant recipient agrees that facilities acquired, constructed, converted, or preserved through this grant program will be insured by a general liability policy, with minimum amounts for personal liability and injury of \$300,000 per incident and \$500,000 aggregate.
8. The grant recipient agrees that, in the sole discretion of the county, the authorization of payment of grant funds may be contingent upon the findings of, at a minimum, a Phase I Environmental Assessment. The county shall determine the scope of the environmental assessment based upon current guidelines as established by the Federal Environmental Protection Agency.

The grant recipient also agrees to release, hold harmless, and indemnify the county against all obligations (whether or not the county deems an environmental assessment is appropriate) and assume full contractual, financial, and legal responsibilities associated with the detection, identification, study, testing, remediation, removal, disposal, or mitigation of circumstances resulting from the existence of environmentally harmful pollutants or hazards found on, in, under, near, or above a site.

9. The grant funds as enumerated above are awarded with the mutual understanding and agreement that said funds will be spent and the project site acquired/developed within a twenty-four month period from the date of award. The date of award is the date the Board of Commissioners of Lancaster County formally announce the grant recipients at a public meeting. If the grant recipient requires additional time to complete an approved project, it must request such extension in writing with the county and receive the county's consent therefor which consent may be given in the county's sole discretion.

10. The county will present the grant recipient with grant monies according to the reimbursement schedule as noted in the grant application booklet. Reimbursements received by the grant recipient for a park development project must be deposited into a separate, interest-bearing account. All interest earned on development project reimbursements shall be repaid to the county on an annual basis or on the conclusion of the agreement. All funds received by the grant recipient from the county which are not expended by the grant recipient or not approved by the county for payment relative to project costs must be returned to the county within thirty (30) days following a final inspection by the county. The county reserves the right to review its contribution and reduce the grant amount accordingly if the cost of the project is substantially lower than originally estimated in the grant application.

11. The grant recipient may not assign, sell, or transfer land or equipment obtained from this grant program without the prior written approval of the county. In the event that other governmental agencies or utility companies having eminent domain powers require the property or a portion of the properties or require areas which would negatively affect improvements made under this grant program, the grant recipient shall acquire additional properties or make additional improvements, at its expense, which are equal to or greater in value than the original project. The county shall review and approve all substitutions in this regard.

12. The county shall have the right to enforce this Agreement and all of the covenants and restrictions contained herein by any proceedings at law or in equity against the grant recipient or any person or persons violating or attempting to violate any provision of this Agreement, to restrain violations, to require specific performance, and/or to recover damages.

If the county determines that the grant recipient is in violation of the terms of this Agreement or that a violation is threatened, the county shall give written notice to the grant recipient of such violation and shall demand corrective actions sufficient to cure the violation. Where the violation involves injury to the Property resulting from any use or activity inconsistent with the permitted uses of this Agreement, the grant recipient shall restore that portion of the Property so injured. If the grant recipient fails to cure the violation within thirty (30) days after receipt of notice thereof from the county, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period the grant recipient fails to begin curing such violation within the thirty (30) day period, or the grant recipient fails to continue diligently to cure such violation until finally cured, the county may bring an action at law or equity in a Court of competent jurisdiction to enforce the terms of this Agreement, to enjoin the violation ex parte as necessary by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Agreement or injury to any public interest protected by this Agreement, and to require the restoration of the Property to the condition that existed prior to such injury.

13. The grant recipient agrees that the county's remedies at law for any violation of the terms of this agreement are inadequate and that the county shall be entitled to the injunctive relief described in this agreement, both prohibitive and mandatory, in addition to such other relief to which the county may be entitled including specific performance of the terms of this Agreement without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Any costs incurred by the county in enforcing the terms of this Agreement against the grant recipient including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by the grant recipient's violation of the terms of this Agreement shall be borne by the grant recipient.

14. The grant recipient agrees to maintain a separate file of the grant program and all related financial records for a period of not less than seven (7) years from the date of final reimbursement by the county during which period the county shall have access to such file(s) during normal business hours. If the project is audited and exceptions are found, the grant recipient must maintain the project file until all audit findings are resolved to the satisfaction of the County Controller.

15. In the event that conditions of a development project, while under construction, change to the point that a Change Order is required with the contractor, the grant recipient will provide the county with a copy of the Change Order prior to its execution. The Change Order must detail the scope of the revision, the increase or decrease in the contract award price, and any extensions of time to the affected stage of the project.

16. The grant recipient agrees to abide by all federal and state laws in the execution of this project including, but not limited to, adherence to prevailing wage rates where applicable; adherence to all requirements for public advertisement and construction bidding as applicable; adherence to the Floodplain Management Act (Act 166) of 1978, the Architectural Barriers Act of 1968, Section 504 of the Rehabilitation Act of 1973, and the Americans With Disabilities Act of 1990 as amended; and adherence to any federal or state requirements regarding the management of wetlands or historically significant properties. .

17. The grant recipient agrees that it will not discriminate against any contractor or employee on the basis of race, religion, color, ancestry, national origin, sex, age, or handicap. The grant recipient further agrees that it will not deny access to any person or group from the facilities acquired or improved under this grant program based upon the above factors.

18. The grant recipient agrees that all facilities acquired or improved with the grant funds must be accessible to the general public to the extent that they are available for public use by the residents of a specific municipality or the membership of a specific organization. The grant recipient may charge a reasonable, additional fee to non-municipal or non-member residents comparable to fees charged at other local public facilities of a similar nature.

19. The county, in its sole discretion and for any reason, reserves the right to terminate or reduce the amount of the grant at any time.

20. This agreement represents the entire and integrated agreement between the county and the grant recipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the county and the grant recipient.

This agreement is entered into as of the day and year first written above.

COUNTY OF LANCASTER

GRANT RECIPIENT

Board of Commissioners

Chief Elected  
Officials/Officers

J. E. Hu  
Chairman

[Signature]  
Chairman/President

[Signature]  
Vice Chairman

[Signature]  
Vice Chairman/Secretary

[Signature]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

[Signature]  
Chief Clerk

County Solicitor Approval:

ATTEST:

[Signature] 7/25/94

\_\_\_\_\_  
Municipal Secretary



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION  
P.O. BOX 1026, HARRISBURG, PENNSYLVANIA 17108-1026

EXECUTIVE DIRECTOR

October 2, 1995

Ms. Julie Nettke  
Friends of the Atglen-Susquehanna Trail, Inc.  
P. O. Box 146  
Quarryville, PA 17566

Re: Grant Amount Requested: \$100,000.00  
Grant Amount Awarded: \$100,000.00

Dear Ms. Nettke:

The Pennsylvania Historical and Museum Commission has evaluated your grant application for a Keystone Historic Preservation Grant. The Commission has approved a grant award in the amount of \$100,000.00 in support of your project.

Enclosed are five (5) copies of your grant agreement. All copies must be signed, dated and returned to the Commission by October 23, 1995. Please mail to:

Ira F. Smith, III, Chief  
Division of Grant Programs and Planning  
Bureau for Historic Preservation  
Pennsylvania Historical and Museum Commission  
P. O. Box 1026  
Harrisburg, PA 17108-1026

It can take anywhere from eight to twelve weeks to process a grant agreement. Work on your project may not begin until you have received a fully-executed copy of the agreement. Please feel free to contact Ira Smith at (717) 787-4363 if you have any questions.

The Commission is pleased to make this grant award to your organization. We look forward to working with you in the future.

Sincerely,

Brent D. Glass

cc: Bureau for Historic Preservation, PHMC  
Bureau of Management Services, PHMC

EXHIBIT  
H - NETTKE



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL RESOURCES

Rachel Carson State Office Building  
P.O. Box 2063  
Harrisburg, PA 17105-2063  
June 16, 1995

Office of Parks and Forestry

(717) 787-2869

Ms. Julie Nettke  
Friends of the Atglen-Susquehanna  
Trail, Inc.  
P.O. Box 146  
Quarryville, PA 17566

Dear Ms. Nettke:

Congratulations! The Rails-to-Trails project grant application you submitted to the Bureau of State Parks for the Atglen-Susquehanna Trail has been selected as a candidate for funding. Contingent on Budget Office approval, we hope to be able to offer you a grant contract for funding during the first year of the program. Although your project has definitely been selected as a candidate for funding, it may be a month to six weeks before we are able to make a determination of the funding amount and offer you a contract in that amount.

If for whatever reason you will be unable to undertake the project as described in your application or commit to the funding level indicated, please advise us so that the money may be used for another deserving project.

For your own protection, please do not incur expenses under this project until you have a signed contract with our Department.

We ask your patience while we prepare contracts and conduct discussions with applicants.

Sincerely,

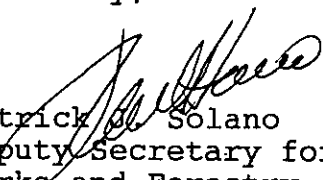
  
Patrick J. Solano  
Deputy Secretary for  
Parks and Forestry

EXHIBIT  
I-NETTKE



CERTIFICATE OF SERVICE

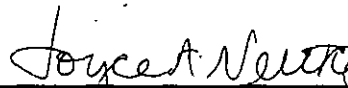
I, Joyce A. Nettke, counsel for FAST, hereby certify that I served a true and correct copy of the foregoing document(s) upon the parties and at the addresses shown in the service list appended to Administrative Law Judge Louis G. Coheres' Prehearing Order No. 2, dated September 14, 1995, by the following service method:

Harrisburg parties by messenger service on Friday, October 13, 1995.

Following parties by hand delivery:

Carol K. Palmoski  
Kathie Shirk Gonick, Esq.  
E. Joseph Little  
John Chase  
Daniel Mylin  
Gerald Duval  
Joseph Duff  
John G. Walton, Jr.  
Ray Marvin

Remaining parties by Fed Ex overnight mail sent Thursday, October 12, 1995.



---

Joyce A. Nettke, Esq.  
P.O. Box 27  
Strasburg, PA 17579  
(717) 687-9311

Counsel for Friends of the  
Atglen-Susquehanna Trail, Inc.

FAST  
STATEMENT  
6

Friends of the Atglen-Susquehanna Trail, Inc.

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Re: Application of Consolidated Rail Corporation for the abolition of thirty-one crossings of the Enola Branch, LC:201323, MP 3.5 to MP 27.0, Sub. No. 1095X, Harrisburg Division, Lancaster County, Pennsylvania - Docket No. A-00111016

SUPPLEMENTAL TESTIMONY OF JULIE R. NETTKE

This testimony is offered to update and elaborate upon my earlier testimony.

[ FAST has intervened in this proceeding to provide the Commission with information it must have in order to carry out its mandate under the state Rails to Trails Act. ]

Although Your Honor has stated that the Commission's jurisdiction relates to the crossings and the fate of the bridges, FAST submits that the Commission could not possibly carry out its Trails Act mandate by considering the bridges in a vacuum. In fact, along with all the other aspects of this case, the Commission must be as informed as possible about the history of the case from the Trail aspect, the parties' positions regarding the Trail, and the trail proposal itself.

In my 1995 testimony I explained how our grass-roots group promoted the establishment of a rail trail on this 23-mile line, how we had gathered public support, hired an expert trail designer who produced a Master Plan, garnered nearly a million dollars in funding, and worked with Conrail for nearly three years toward Conrail's stated offer to donate the corridor to FAST along with an endowment for the Trail.

JUN 23 1997

DOCUMENT  
FILED

FAST Statement - 6  
C-00913256  
A-00111016  
HB6  
6/12/97  
D.H.

(12)

Despite what has been contended otherwise, the negotiations between FAST and Conrail did not break down because FAST failed to gain back-up support from a governmental entity. In fact, FAST was prepared to ask this Commission to designate an entity to take secondary responsibility for the bridges of the line. Instead, the negotiations broke down when seven of the local parties learned Conrail had offered substantial money for bridge maintenance. Lured by these funds upon the table, seven townships moved to take over a piece of property they had almost unanimously denounced as a nuisance and/or a liability. Thus the picture changed.

From the currently proposed stipulation it is clear that Conrail intends to abandon not only the rail line but also its offer to endow the Trail. Nevertheless, although FAST is not now designated to acquire the land, the Trail proposal remains as a solid project which is supported both by governmental parties and the public, and which has already been expertly planned and designed.

#### Government support

In fact, three major governmental parties to this case are on record in support of the proposal - Lancaster County with the line as its highest priority greenway and by a grant of \$250,000 - ~~(see also, New Era, May 6, 1996, Exhibit A)~~; PennDot by approving ISTEPA Enhancement funds <sup>\$ 500,000</sup> ~~(\$5,000,000)~~; DCNR by granting \$57,000 in funding. Although not a party, the State Historical and Museum Commission, with a grant of \$100,000 to rehabilitate the Martic Forge bridge, is on record in support of the Trail. As has been

pointed out in these proceedings, the awarding of these funds while obviously recognizing the hard work by FAST, expresses support not just for FAST but for the project.

It is also worth noting that the Governor's office has taken the lead in supporting rail trails along with other greenways. (See Exhibit B - introduction to the Governor's conference on Greenways and Trails). The Trail also appears on Pennsylvania's State Recreation Plan. As the ALJ has noted, Governor Ridge also has established a policy with the goal of making sure trail options are considered. (See Exhibit C, Excerpt from Governor's statement.) Clearly, public policy in Pennsylvania now looks favorably upon establishment of greenways and rail trails.

Public Support

The supporting organizations referred to in my former testimony have continued to support this project. FAST has kept its members and has received many expressions of support in the intervening time since we last appeared. Dozens of citizens have written and called the County Commissioners' office in support of this project. The project is now supported by organizations ranging from The Building and Industry Association of Lancaster County, the Lancaster County Realtors' Association to Pennsylvania Women Outdoors.

Stricken

Design and Planning

Not only is the project funded, but also it is planned and designed, taking into account public safety consideration, aesthetic, recreational, environmental and accessibility

considerations. As Mr. Flink, FAST's expert witness, will explain at trial, rail trails can be (and are) designed for public safety concerns at crossings. This is done routinely in Greenway design. Mr. Flink will elaborate upon how it has been done in the Master Park Plan for this line. Also, this Trail can be and has been designed to comply with the Americans With Disabilities Act, taking into account its unique unbroken continuity, as Mr. Flink will explain. FAST well understands that this particular trail design is not unalterable. However, the point to be made is that this Commission, where it decides a crossing must be altered, needs to consider how the alteration can be done to accommodate the trail users as part of the travelling public.

#### The Stipulation

While understandably the Stipulation reflects a business decision on the part of Conrail, the Stipulation should not be approved. It does not provide for any configuration of crossings to accommodate trail users or ADA accessibility; it does not provide for any preservation of the structures whatsoever after the Townships acquire the land; it will open the way for the irreparable loss and degradation of a unique resource; it proposes solutions for crossings that are unnecessarily drastic, shortsighted and based upon economic concerns alone to the exclusion of public policy; it does not provide for historic preservation considerations; the Stipulation as written is a fiction because it purports to offer the public a summary of what will happen at each crossing while in reality, as soon as the

Townships acquire the line, the agreement gives the Townships complete freedom to take down any bridge they choose (as long as they accommodate AMTRAK); the Stipulation proposes fencing off and leaving otherwise unprotected the Martic Forge trestle, a magnificent resource which without rehabilitation and regulated use will continue to constitute a public danger; the Stipulation proposes revoking the agreement entered into involving Lamparter Road - an agreement entered into in good faith after much negotiation and a lengthy hearing, signed by various parties, and approved by the full Commission. For the above reasons, this Stipulation is unworthy of the value and character of the Enola line and should be rejected.

The Bridges

My former testimony states FAST's general position against demolition of the bridges. Specific engineering testimony will be presented by our expert, Mark Wilson, PE with Pennoni Associates, along with the architectural expertise offered by Mr. Flink. Our witness, Ms. Barrett, will testify to the historic value of the line and its stone arch structures. ~~It is worth noting again that the federal and state historic preservation procedures have not been completed with regard to the structures and the line. In considering a structure in light of the Trails Act, the historic nature of the structure is relevant to this Commission's decision, as well as the other factors to be considered.~~

For the Trail, once a bridge is demolished the continuity of the line is lost. If, at any certain crossing, continuity is to be regained by installation of a pedestrian bridge, it only makes

Stricken

sense to consider and plan for that option before undertaking the work at the crossing. The Commission should seek solutions that favor the value of the heritage and continuity found in this corridor; if indeed the Commission decides a bridge is to be lost, then the crossing needs to be configured to accommodate the Trail. Our expert testimony will show that the Commission, in considering the crossings, does not have to choose between public safety and the public policy favoring greenways - the two can readily be reconciled. We trust that you will look to the future when considering your decision in this case.

Respectfully Submitted,

5/  
Julie R. Nettke, Project Director  
Friends of the Atglen-  
Susquehanna Trail, Inc.

Dated: 4/3/97

# County at odds with townships on trail

## Commissioners vow to block rail line takeover

by Ad Crable  
New Era Staff Writer

The ongoing battle over the abandoned Enola Low Grade rail line has turned into a showdown between seven Solanco municipalities and Lancaster County.

Saying they first want guarantees for a public trail, the County Commissioners today vowed to try to block seven Solanco municipalities that are seeking to take over the 23-mile line and 850 acres from Conrail.

"We will vigorously oppose it," said Terry Kauffman, commissioners chairman.

Quarryville Borough, which has refused to sign on with the other seven municipalities, supports the county's position. C. William Shaffer, borough council president, said today.

All the parties have to report to a state Public Utility Commission judge in control of the matter on Wednesday in Harrisburg.

The confrontational atmosphere is a sudden development. In recent weeks, the commissioners had met with municipal officials and thought they were close to getting the townships to sign an intermunicipal agreement to preserve the line for recreation and observation.

"I feel it extremely important that an intermunicipal agreement be in place prior to any transfer of land," said Commis-

More RAILS on A-4

# Rails

Continued from A-1

sioner Ron Ford. "I thought we were on that track when we met with the municipalities."

But the townships — some resentful over county interference — have not signed any agreement and instead are pressing forward to take the line, 31 bridges and \$1.2 million from Conrail for bridge maintenance or removal costs.

Officials for Martic, Bart, Eden, Sadsbury, Conestoga, Providence and West Sadsbury in Chester County say they need to own the line to control what is done with the abandoned bridges and to protect taxpayers.

They propose to tear down at least eight bridges. Friends of the Atglen-Susquehanna Trail, a non-profit group that wants to build a public trail, says bridge demolition would destroy an uninterrupted trail.

The group and several other county groups are also fighting to save some of the stone-arch bridges as historic structures.

Municipal leaders, saying they too intend to preserve the line for trails, parks and open space, say trail and open-space concerns can be hashed out once the land transfer has taken place.

"The townships need to control what belongs to the townships," says Ray Marvin, Bart Township supervisors chairman.

"I think the townships are somewhat agreed that it would remain open space," added Martic Township Supervisor Joe Duff. "That is pretty much universal."

But the county's late involvement in the controversy over the rail line has rubbed some the wrong way, he continues. "There is certainly a question and a major concern that somebody else is going to tell them they have to do something with it."

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In the proposed intermunicipal agreement floated by the county, a 100-foot right of way would be kept intact through the center of the railroad corridor. The remaining 850 acres would be placed in a perpetual conservation and recreation easement.

The county also is insisting on preserving the massive Martic Forge railroad trestle over the Conestoga River between Conestoga and Martic townships.

The bridge is considered key to a mostly unbroken trail or as an overlook of the Susquehanna River. Township officials say they aren't sure if they would maintain the bridge or demolish it for safety reasons.

At the request of municipal officials, the county had conceded to a number of conditions in the proposed intermunicipal agreement.

Land outside the 100-foot right of way could be timbered, used for farming and for water, sewer, electric, natural gas or telecommunications facilities.

Buildings for municipal use, or churches and cemeteries could be built. So could roads, public parks, wildlife refuges, fences and public utilities.

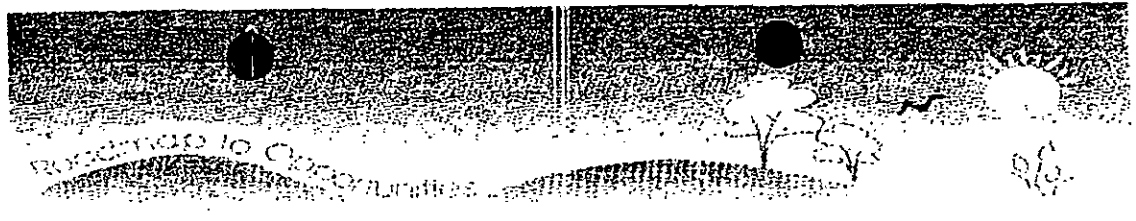
And the county promised to yank some \$250,000 in county grants pledged to FAST to establish a public recreation trail.

The municipalities want to each decide if the right of way should be a trail or left as open space, and who would do it. Some officials said the demand regarding FAST also stems from strong personal dislike for the group among some township officials.

FAST recently gave the county its own compromise proposal.

It suggests the county establish its own county trail authority to own the rail line, build and run a trail, and to maintain bridges.

Nettke Supplemental - "A"



*Governor's Message*



*It's my honor to invite you to a very special event -- the Governor's Conference on Greenways and Trails.*

*The purpose of the conference is to provide a forum for the development of partnerships between groups, both public and private, committed to the development of greenways and trails in Pennsylvania.*

*The benefits of greenways and trails are significant. They foster economic growth*

*by enhancing a community's natural beauty, making it a more desirable place to live, work and visit, they protect natural habitat and create pathways for wildlife, encouraging plant and animal diversity. Greenways and trails also serve as pathways to healthy living, offering people access to a wide range of outdoor experiences.*

*The creation of greenways and trails requires the cooperation of state and local governments, as well as private individuals and interest groups. The Greenways and Trails conference is designed to assist groups in identifying issues and developing partnerships to make their projects a reality.*

*I look forward to your participation.*

*Sincerely,  
Tom Ridge*

*Conference Mission*

To identify new opportunities for greenways and trails partnerships into the 21st century.

*Conference Goals*

1. To provide a forum for development of partnerships for diverse greenways and trails groups
2. Obtain grassroots public participation to address greenways and trails issues.
3. Provide an educational forum for grassroots organizations and local governments.
4. Showcase successful greenways and trails initiatives and models.
5. Provide technical assistance to communities and local organizations.
6. Stimulate increased interaction among state agencies on greenways and trails issues.

*Conference Highlights*

1. Discover new ways to generate funding for your project
2. Learn about innovative techniques to manage and maintain greenways & trails
3. Examine the economic, ecological, and enhanced quality of life benefits associated with greenways & trails
4. Take part in lively discussions on the politics, liabilities and property rights related to greenways and trails
5. Participate in interactive issue workshops
6. Identify new opportunities for greenways and trails for the next century
7. Learn from the pros while taking part in some unique field trips
8. Network with diverse public and private interest groups
9. Hear from nationally recognized personalities
10. Take home an extensive Resource Notebook developed exclusively for this conference
11. Play a major role in creating a vision for greenways & trails in Pennsylvania
12. Chart the path for the future of greenways & trails and put Pennsylvania on the "Roadmap to Opportunities"

*Nettke Supplemental - "B"*

"Pennsylvania railroads helped form this nation. Today, we can bring life back to these rail corridors, by turning them into recreational trails. Flat and scenic, these abandoned rail corridors often make wonderful linear parks-places where people can bike, hike, rollerblade and ski."

"In the new policy, DCNR and PennDOT will work together to determine the potential future use of structures like bridges and tunnels before they are torn down when a rail line is abandoned. A joint agency review will assure that public safety and structure maintenance concerns will be addressed in a way that enhances the protection of structures and future recreational trail development.

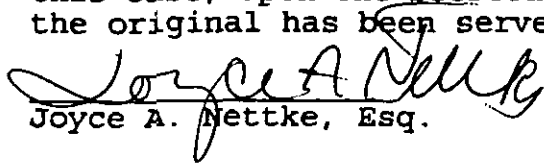
And the Governor went on to say:

"This new cooperative agreement makes sense. If the railroad structures remain in tact, our system of greenways will be enhanced; the considerable financial investment made to construct these bridges and tunnels will be protected; our rich railroad heritage will be preserved; and the recreation and tourism economy of the commonwealth will be bolstered."

Nettke Supplemental-C

**CERTIFICATE OF SERVICE**

I, Joyce A. Nettke, hereby certify that I served a copy of the foregoing letter to Administrative Law Judge Cocheres along with the attached Supplemental Testimony upon the parties to this case, upon the Secretary of the Public Utility Commission and the original has been served upon Judge Cocheres this date.

 4/3/97  
Joyce A. Nettke, Esq.

Kenneth Zielonis, Esquire  
Stevens & Lee  
208 North Third Street, Suite 310  
PO Box 12090  
Harrisburg, PA 17108-2090

Gina M. D'Alfonso, Esquire  
Assistant Counsel in Charge,  
Utility Section  
Department of Transportation  
513 Transp. & Safety Building  
Harrisburg, PA 17120

Honorable Louis Cocheres  
Pennsylvania Public Utility  
Commission  
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Accordingly, we will impose a condition that Conrail retain its interest in and take no steps to alter the historic integrity of the bridges on the line until completion of the section 106 process of the National Historic Preservation Act, 16 U.S.C. 470."

In a response on October 17, 1994 to a letter on September 16, 1994 requesting the review of additional contributing and non-contributing bridges of the Low Grade Freight, Enola Branch, Atglen & Susquehanna Branch, the BHP identified 12 contributing bridges to the National Register eligible railroad line. Several bridges were determined non-contributing, but more importantly six bridges were in the proposed demolition area, creating an adverse effect on these additional resources. We stated in this letter, with compliance according to regulation 36 CFR 800.5 (e), that, "you will need to notify the Advisory Council of the effect finding and continue to consult with the Bureau for Historic Preservation to seek ways to avoid or reduce the effects on historic properties."

Section 106 review is a three-step process involving identification, determination of effect and mitigation. The first two steps were completed with the decisions on December 12, 1989 and October 17, 1994 which stated that there would be an adverse affect if bridges were altered or demolished. The final section of the 106 review process, mitigation, has not been completed. Bolstered by the Surface Transportation Board's finding on March 20, 1996 that the "historic preservation conditions imposed by the ICC (and now the Board) in abandonment proceedings do not expire or lapse through the passage of time", the section 106 process must be completed before abandonment or demolition proceedings occur. The final step can be completed with consultation on mitigation and a Memorandum of Agreement between the PHMC and Conrail. Mitigation measures could include preservation of all the historic resources in place, partial preservation and/or some level of state level historic documentation. Please contact either myself or Kurt Carr of the Bureau for Historic Preservation to arrange a meeting to complete the section 106 process.

Sincerely,



Brenda Barrett,

Director, Bureau for Historic Preservation

cc: Elaine Kaiser, Surface Transportation Board  
Joyce Nettke, esq.

BB/amk

*Barnett B*



Commonwealth of Pennsylvania  
**Pennsylvania Historical and Museum Commission**  
Bureau for Historic Preservation  
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C-00913256  
A-00111016  
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April 10, 1996

*WJH*

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**UNREGISTERED**

JUN 23 1997

Re: ER# 89-1632-042-P  
Proposed Abandonment of Enola Branch  
Conrail, Lancaster and Chester Counties  
ICC Docket No. AB 167 (Sub-No. 1095X)  
PUC Docket No. A-00111016  
Conrail No. MPAC-486  
N, S, S & H File No. 12607

**DOCUMENT  
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Dear Mr. Eaton:

Your letter of March 25, 1996 asks the Pennsylvania Historical and Museum Commission to clarify the status of the Section 106 process with regards to the abandonment of the Conrail Enola Branch. In reviewing the file, our office was notified on September 20, 1989 of a notice of exemption for the Enola Branch in Lancaster and Chester Counties filed on behalf of Conrail, providing that the structures and sites in this area be evaluated in terms of potential for inclusion on the National Register of Historic Places. Pursuant to this requirement for exemption, Conrail submitted photographs of all structures 50 years or older to the Bureau for Historic Preservation (BHP), PHMC. Kurt Carr of the BHP responded to the submission stating in a letter on October 18, 1989 that the request could not be processed without sufficient information submitted with photographs on the appropriate bridge survey forms.

Conrail submitted the appropriate forms for which the BHP determined 44 bridges not eligible and 33 bridges eligible for inclusion on the National Register. In this same letter to John Paylor, Senior General Attorney for Conrail, the BHP noted that there were archaeological sites near 36 bridges that may be adversely affected. The BHP requested USGS quadrangle map locations for these 36 sites to continue the section 106 review process.

Before further review action was undertaken, the former Interstate Commerce Commission (ICC), now the Surface Transportation Board, revoked the abandonment exemption on the Enola Branch in Lancaster and Chester Counties. Additionally, in this decision effective February 22, 1990, the ICC noted that "the Pennsylvania Historical and Museum Commission has not yet completed its review of the 83 bridges located on the line that may be potentially eligible for inclusion in the National Register of Historic Places.

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