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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAULegal Department
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Philadelphia, PA 19103
Email: Ward.Smith@exeloncorp.com

Direct Dial: 215-841-6863

March 18, 2019

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17105-3265**Re: PECO Energy Company Letter of Notification Pursuant to 52 Pa.Code
57.72(d)(1)(v) and (vi) for the Reconstruction and Reconductoring of Three Spans of
PECO's 130-43 Line, Docket No. A-_____**

Dear Secretary Chiavetta:

PECO's hereby files the noted Letter of Notification. In the attachment to this letter, PECO has provided answers to the 27 questions listed in the Commission Staff's Letter of Notification Filing Checklist. All information required by the Commission's regulations is incorporated in those answers.

In PECO's Answer to Q11, it requests that this matter be addressed via the carry-in agenda for March 28, 2019, if possible, and gives the rationale for that request.

Sincerely,

Ward L. Smith
Assistant General CounselEnclosures
WS/locc: Law Bureau
Bureau of Technical Utility Services
Certificate of Service

Letter of Notification Filing Checklist
PECO 130-43 LON Application

In an effort to facilitate the Commission's review process for a Letter of Notification (LON) for the Siting and Construction of Electric Transmission Lines, Commission staff has informed jurisdictional utilities that the following checklist may be consulted by the applicant; that the applicable regulatory requirements for a LON application are found in 52 Pa. Code §§ 57.71-77; that this checklist is provided to streamline the review process by anticipating requests for additional information that may arise from Commission staff; and that the checklist does not create additional mandates or regulatory requirements for approval of a LON.

1. Provide the name of the applicant and the address of its principal business office.

PECO Energy Company
2301 Market Street
Philadelphia, PA 19103

2. Name, title and business address of the attorney of the applicant and the person authorized to receive notice and communications with respect to the application if other than the attorney or the applicant.

Ward Smith, Esq.
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3. General description of the proposed route of the HV line, to include the number of route miles, the right-of-way width and the location of the proposed HV line within each city, borough, town and township traversed. Describe which sections of 52 Pa. Code §57.72(d)(1)(i)-(iv) the applicant believes are applicable.

This project involves the construction of two transmission monopoles directly next to, and parallel with, the Amtrak Northeast Corridor rail line near Gray's Ferry and 57th Streets in Philadelphia, PA. PECO's existing 130-43 line longitudinally traverses the Northeast Corridor from PECO's Eddystone Substation to its Master Substation, a length of 13.72 miles. PECO's transmission facilities are attached to Amtrak's structures along the Northeast Corridor; the Amtrak structures also have the Amtrak traction power system and an Amtrak 138 kV line. As described in response to Question 4 (below), the purpose of this project is to relocate a short portion of the 130-43 line to increase clearance over an existing CSX railroad bridge that crosses the Northeast Corridor. To accomplish this, PECO will construct two new transmission monopoles on the existing right-of-way adjacent to the catenary system, which will offset line alignment to the east

from the existing location of the 130-43 circuits. The right-of-way width varies over the segment of the line involved in this project.

The span between the two new monopoles is nominally 250 feet. Some work will be done on the existing catenary towers on either side of the new towers, and the angle of the conductors will be altered between the existing structures and the new monopoles, for a total of three spans included in the length of the construction, with a nominal linear length of approximately 750 feet (approximately 0.15 miles.)

The proposed project is located entirely within the City of Philadelphia, Pennsylvania.

This application is made pursuant to two provisions of 52 Pa. Code §57.72(d)(1):

- 52 Pa. Code §57.72(d)(1)(v): An HV line which is to be reconducted or reconstructed so long as the size, character, design or configuration of the proposed HV line does not substantially alter the right-of-way. *See* PECO answer to Question 12 for evidence that this project does not substantially alter the right-of-way.
- 52 Pa. Code §57.72(d)(1)(vi): An HV line having a proposed route of 2 miles or less. The route of this project work is approximately 0.15 miles.

4. Provide a general statement of the need for the proposed HV line in meeting identified present and future demands for service, of how the proposed HV line will meet that need and of the engineering justification for the proposed line.

The span of the 130-43 line addressed by this project does not have sufficient clearance over an existing CSX rail bridge to meet National Electric Safety Code (“NESC”) clearance requirements. PECO’s Light Detection and Ranging (“LIDAR”) calculations (see PECO Answer to Q 18 for more information on LIDAR) reflect that, in the existing configuration, if this line was operating at maximum load with maximum external temperature conditions, clearance to the top of the CSX bridge would be approximately six and a half feet less than required for NESC clearance.

PECO cannot raise the height of the existing structures because (1) that would create a potential clearance conflict with a 230 kV circuit that crosses above the existing 138 kV circuit; and (2) the existing Amtrak structures, to which the 130-43 conductors are attached, cannot be modified to create the needed height. *See* PECO Answer to Q23 for further discussion of alternatives considered.

PECO proposes to mitigate the clearance issue by moving the conductors horizontally away from the bridge superstructure by installing two new monopoles offset from the current alignment for one span. PECO will also modify the cross arms on two adjacent structures to transition between the existing alignment and the offset at the bridge superstructure.

In order to create the needed NESC clearance, PECO therefore needs to install two monopoles so that it can laterally relocate this portion of the line to a location that creates sufficient clearance over the CSX rail bridge.

5. Please provide an engineering assessment of the project including information to address the following:

- a) Provide an analysis of minimum conductor clearances and conductor thermal ratings.**
- b) Provide engineering design criteria and parameters such as vertical clearance to ground.**
- c) Provide an explanation as to how the project will be in compliance with the current NESC and, where applicable, information on how the applicant’s design specifications and safety rules may exceed NESC suggested standards for transmission lines.**

a. Conductor clearances and conductor thermal ratings:

Conductor clearances for the project meet or exceed the requirement of PECO’s Engineering Practice EPP-2090 OHT Design Clearances. The clearance requirement in EPP-2090 exceeds the requirements of NESC-2017. Examples of PECO clearance requirements are provided in section b.

The conductor will be the same as existing; 795 kcmil 26/7 ACSR “Drake” conductor. One (1) conductor will be used per phase. The PECO rating methodology AM-PE-4022_R0001 and associated PJM Bare Overhead Conductor Rating-2010 are based on the methodology of the “IEEE-738 Standard for Calculating the Current Temperature Relationship of Bare Overhead Conductors” with the following input parameters:

	Normal Rating	Emergency Rating
Wind speed (fps)	0	2.53
Wind angle	90	90
Latitude	40	40
Amb Temp (Sum/Wint)	35/10	35/10
Elev above sea level (ft)	200	20
Atmosphere	Industrial	Industrial
Sun Time (date@time)	6/10@14:00	6/10@14:00
Emissivity	0.7	0.7
Absorptivity	0.9	0.9
Allow. conductor temp	140 C	140 C
Rating	SN=1144 A	SE= 1435 A

b. Engineering design criteria and parameters such as vertical clearance to ground.

NESC Section 232 requires the following vertical clearances for 138 kV facilities:

Ground, Farmland	20.6'
Roadways, Driveways, Parking lots	20.6'
Railroads, above top of rail	28.6'
Area not accessible by vehicles	16.6'

For new construction (this project is categorized as new construction), PECO designs its facilities to meet the NESC rules plus a minimum of an additional 3 feet of additional vertical clearance. Similarly, for the NESC horizontal clearance, PECO adds a minimum of an additional 2 feet of horizontal clearance.

c. Explanation as to how the project will be in compliance with the current NESC and, where applicable, information on how the applicant's design specifications and safety rules may exceed NESC suggested standards for transmission lines.

The ROW width for the proposed project is governed by the conductor displacement due to wind with the assumption that buildings can be erected on the easement line regardless of local municipality building setback requirements. The ROW width varies along the modified segment, but the ROW provided exceeds the requirements of the NESC and PECO's Engineering Practice EPP-2090 "OHT Design Clearances" and will provide access for line maintenance, repair and vegetation management

6. If applicable, provide the current height of the structures expected to be replaced, the proposed height of the new structures to be installed and the height of the structures to remain in place. Provide the number of structures proposed vs. current number of structures. Provide the location and footprint of the current structures compared to the proposed structures.

Two new structures will be installed, as described in the table below

New Structure Number	Height (ft)	Location compared to existing structure
SP-18	96	About 65ft Northeast of Structure W-18. This structure will be located on CSX right of way, offset from the rail tracks.
SP-19	81	About 88ft Southwest of Structure W-19, this structure will be located on Amtrak right of way, offset from the rail tracks.

See also PECO Attachment Q6, which is a PlanProfile of the project showing the location of the proposed tower in relationship to existing structures. PECO Attachment Q6 is also

being provided to Commission Staff in electronic format for convenience in enlarging and focusing on specific areas of the project plan.

No existing structures will be removed; the existing structures will continue to be used by Amtrak for its 138 kV transmission system, its electric traction power system, and by PECO for the remainder of the 130-43 line.

The tallest structures in the immediate area are the structures supporting the existing 220-37 (230kV) circuit, which follows the CSX line. The 130-43 line crosses under the 220-37 circuit, and the maximum height of towers in the area thus will be the 220-37 towers, which will remain unchanged.

- 7. If applicable, state if any properties/easements that did not previously have structures will now have a structure. State if the easement agreement allows for structures on these properties that did not previously have a structure. Explain the Company's process of informing the property owners that a structure will be placed on the easement to their property.**

The project requires two new property permissions:

- (1) Extension of existing railroad easements to allow construction of the transmission monopoles on railroad property. This have been acquired. See PECO Attachments 7-1, 7-2, and 7-3.
- (2) Agreement from the City of Philadelphia not to erect buildings immediately adjacent to the railroad right-of-way (future construction could create a clearance issue). On February 19, 2019, the City of Philadelphia enacted an Ordinance (Bill No. 180993) approving an easement "for the purpose of the installation of power transmission lines" associated with the subject project. A copy of the Ordinance is attached as PECO Attachment Q7-4.

No new permissions or easements from other entities are required for this project.

- 8. If applicable, what is the PJM project ID No. for the proposed project? Has this project been submitted to the PJM Transmission Expansion Advisory Committee (TEAC)? If so, please provide a description of the project as submitted to the TEAC. If this project is part of a larger project, summarize the larger project of which the LON is a part. Please describe how this project may mitigate potential planning criteria violations.**

This project does not affect transmission flows. The project therefore does not involve potential planning criteria, and is not subject to PJM review or approval, It has not been submitted to PJM or any PJM committee.

This project is not part of a larger project.

9. Provide a breakdown of project costs. Please explain who will own, finance and build the proposed project.

PECO estimates that, if it is able to utilize the spring 2019 outage window for this project, the project cost will be \$2.79 million. \$165,000 of that total is attributable to materials (two new monopoles, new cable, and appurtenances). The remaining \$2.625 million is attributable to direct labor (primarily design and engineering; civil and site work; and electrical construction) and allocated PECO overhead and management costs. This estimate of labor costs reflects PECO's plan to use a currently-dormant SEPTA track to stage its equipment and work if it is able to perform this work during the spring outage window.

If PECO constructs the project during the fall 2019 outage window, it will not be able to utilize the currently dormant SEPTA track to stage its nightly work and to store its equipment during off hours; instead, it will need to fully deploy and remove its equipment during each night's four-hour access window. PECO estimates this work restriction will double the needed length of the outage and thus the labor costs of the project will double from \$2.625 million to approximately \$5.25 million. Material costs would remain the same. The total project cost for the fall outage window is thus \$5.415 million (\$165,000 for materials and \$5.25 million for labor and allocated overheads).

PECO will own, finance, and build the proposed project.

10. If available at the time the LON is filed, please provide a copy of any comments received from state or local officials.

On February 19, 2019, the City of Philadelphia enacted an Ordinance (Bill No. 180993) approving "the installation of power transmission lines" associated with the subject project. A copy of the Ordinance is attached as PECO Attachment Q7-4.

11. Please provide the anticipated construction commencement date and the proposed in-service date of the project.

This project requires taking a transmission outage, which can only occur during the shoulder (non-summer/non-winter) months. PECO has a short opportunity to perform this construction work in Spring 2019. If spring construction is not achieved, PECO seeks to perform construction in the Fall 2019.

The short opportunity in Spring 2019 is as follows: PECO can take a transmission outage on this line from April 1-19, which is sufficient time to perform the "cutover" work to move the existing conductors over to new towers. If PECO can do its construction work this Spring, it will be able to use a currently-dormant SEPTA railroad track as a staging area for its equipment, which will greatly ease the typical constraints involved with doing construction work on railroad rights-of-way. PECO has investigated and, due to transmission system planning constraints, it cannot move the transmission outage to any

other date this spring. In order to effectively do the work in the April 1-19 window, PECO would need approval in the March 28, 2019 public meeting on the carry-in agenda.

PECO notes that this project became possible when it received City Council approval (Ordinance Bill No. 180993) on February 19, 2019, completed its engineering studies on March 5, 2019, and briefed Commission Staff on this project on March 7, 2019. In the March 7 meeting, Staff informed PECO that the earliest it anticipated being able to complete its review of this Letter would be the April 11, 2019 public meeting, and Staff requested that PECO investigate whether it could delay its construction start date to coordinate with that schedule. As noted, PECO investigated and cannot move the Spring construction start date.

If the Commission is unable to address this issue at its March 28, 2019 Public Meeting, then PECO will attempt to schedule a September 2019 transmission outage, which will require a start-construction date no later than August 2019. In that scenario, PECO expects that the dormant SEPTA line will have been returned to service, and PECO will thus face the typical railroad right-of-way construction constraints and costs. PECO would prefer to proceed this Spring but is currently engaged in contingency planning for a Fall outage.

12. Provide evidence to show that the size, character, design and configuration of the proposed HV line will not substantially alter its existing right-of-way, if applicable. Please identify all alterations necessary to the existing right-of-way.

The project involves relocation of an existing line to two new monopoles. The existing transmission line, and the new poles, are along Amtrak's Northeast Corridor, which is the most active train system in the nation. The existing catenary system that supports Amtrak's 138 kV transmission, Amtrak's electric traction power system, and all other parts of PECO's 130-43 line will remain in place in their original locations. The CSX bridge that crosses the Amtrak rail lines will remain in place, as will the existing 220-37 line that follows the CSX rail line. See PECO Attachment Q6.

In addition, PECO conducted an EMF study to determine the effect on EMF of the new location and configuration (load levels are not changed by this project). At the L90 loading level (loads will be at or below this the L90 level for 90% of operations), EMF levels at edge of right-of-way will change as follows:

Span from structure W17 (existing) to SP18 (new): Existing: 16.0 mg; New: 15.9 mg.

Span from structure SP18 (new) to SP19 (new): Existing: 8.8 mg; New: 12.3 mg

Span from structure SP 19 (new) to W20 (existing): Existing: 10.9 mg; New: 11.3 mg

The full EMF study is attached as PECO Attachment Q12.

13. A statement identifying the filing date on which the filing of the LON was or is to be made and a statement as found in 57.72(d)(iv) regarding the Commission's review.

PECO's Letter of Notification filing is being made today, March 18, 2019. PECO understands that, pursuant to 57.72(d)(iv), the Commission will review and, by order, approve or disapprove a letter of notification. If the Commission approves a letter of notification, the HV line shall be located and constructed without the application process set forth in this subchapter. If the Commission does not approve the letter of notification, its order shall direct the applicant to comply with the application process set forth in this subchapter.

14. Provide the number of streams and/or wetlands that will be crossed. Describe how these will be addressed. Will any endangered or threatened species be affected? If a PNDI is required, please provide the results.

None.

15. Indicate the number of circuits on the proposed line. Note that if only one is being installed at this time, another LON may be needed when the second circuit is added.

This project involves the construction of two new monopoles to relocate a single circuit.

16. Please provide a copy of the certificate of service.

See PECO Attachment Q-16.

17. Provide the specific NERC or other regulatory standard criteria which is driving the proposed project (e.g. TPL-004-1, P.2).

The project is driven by NESC clearance requirements and by NERC FAC 008-3 Reliability Standard requirements. See PECO Answers to Qs 4, 5, and 19. Completion of the project is necessary to achieve and maintain compliance with those requirements.

18. Explain why the NERC, or other regulatory standard, violation, is now an issue where it wasn't previously.

Prior to 2008, the primary method available to determine line clearances was to review old plan and profile drawing (in some cases 90+ years old) and conduct field measurements using then-available measurement technologies. It was virtually impossible to measure an in-place facility at maximum load and maximum temperatures, since those events rarely coincide in actual operations. Field measurements thus were of some, but limited, use in calculating extreme cases such as sag at maximum load and maximum temperatures. Clearances were previously calculated with the limitations of those inputs.

Beginning in about 2008, a new laser survey technology known as “LIDAR” became commercially available to the utility industry. LIDAR is a laser survey technology that mounts a module on a helicopter and collects survey points of all the features below it. The LIDAR data is exported into a 3D model and the transmission structures and conductors are modeled from the LIDAR data. The software then models the conductors to match the load, temperature, and sag of the conductors in the field at the time of the survey. At this point the model is a real representation of the actual condition in the field. The model can then determine what the sag of the conductors would be under maximum operating temperature and load and determine the hypothetical clearances to other features (such as railroad bridges) with a much higher degree of accuracy than was attainable using prior technologies.

In 2010 NERC issued an alert to the utility industry to field-verify that the conductor clearances in the field for all the bulk electric lines (>100 kV) meet the required design clearances. The 130-43 line is part of the national bulk electric system and is regulated by the NERC reliability standards. To meet the NERC requirements PECO performed a LIDAR scan of its system, including the 130-43 line, and identified the clearance issue with the CSX bridge. As requested by NERC, PECO provided the LIDAR assessments on all identified lines with clearance issues and their associated mitigation timelines to the Regional Entity.

Negotiations with the City and the railroads were undertaken but did not result in a solution that was satisfactory to all parties until February 19, 2019, when the City of Philadelphia enacted an Ordinance (Bill No. 180993) approving an agreement under which the City will keep its property clear next to PECO’s new transmission monopoles. A copy of the Ordinance is attached as PECO Attachment Q7-4.

19. Explain whether the proposed project meets NERC or PJM minimum planning criteria or whether it exceeds these criteria to meet transmission owner planning criteria. If the project exceeds either of these minimum planning criteria to meet transmission owner criteria, provide a detailed explanation as to why.

As stated in PECO’s Answer to Q 5b, for new construction (this project is categorized as new construction), PECO designs its facilities to meet the NESC rules plus a minimum of an additional 3 feet of additional vertical clearance. Similarly, for the NESC horizontal clearance, PECO adds a minimum of an additional 2 feet of horizontal clearance. PECO requires the additional three feet of clearance to provide an additional margin of safety. PECO notes that this project is required to meet the NESC requirements (without PECO’s additional safety margin) and that the additional PECO safety margin does not materially add to the complexity or cost of the project.

This project does not affect transmission flows and is thus not subject to PJM minimum planning criteria. See PECO Answer to Q 8.

20. Explain whether load growth in the area has led to any change in circumstances as it relates to the need for the proposed project. If so, quantify these load growth impacts.

Not applicable. This project is not related to load growth.

21. State the age and anticipated service life and describe the overall health of the transmission line facilities to be replaced. Additionally, include information related to conditions which may have accelerated aging or led to premature failure of the facilities (e.g. corrosive environment).

The need for this project is not related to the age or condition of the existing catenary structures.

The catenary structures were originally erected as part of the Pennsylvania Railroad's electrification of the Northeast Corridor" in the early 1930s. For several decades the structures were used only for the railroad's electric traction power system. In 1960, PECO modified the structures to add the 130-43 line.

PECO's maintenance procedures require it to perform a comprehensive inspection on all of its transmission structure every 5 years. The last inspection on the 130-43 line was performed in 2017. The line was found to be in acceptable/satisfactory condition.

The existing catenary structures will remain in place and will continue to be used by Amtrak for its electric traction power system.

The service life of the new transmission monopoles and appurtenances is expected to be more than 40 years.

22. Provide information regarding any unplanned outages on the subject transmission facilities over the previous 5 years (or more), including the duration, cause, whether service to customers was interrupted by outages on the subject transmission line(s), and if so, the number and type of customers which were impacted. Additionally, explain whether the proposed project would mitigate the effects of these outages.

There have been three unplanned outages on this line in the prior 10 years, none of which involved this section of the line and none of which would have been mitigated by this project. No customers lost service during these outages; the PJM transmission system absorbed the outage and continued to operate without interruption. The date, cause, and duration of the outages were:

Jan 4, 2014: Amtrak static wire broke and fell on phase conductors. 24 h duration.

July 3, 2014: No cause identified; field crews suspected debris on line that burned clear before field inspection. 12 h duration.

June 22, 2017. Debris on line. 6 h duration.

23. Explain whether alternative solutions were considered. If so, provide a brief description of the alternative(s) and provide a detailed explanation of why the chosen solution was selected.

PECO considered:

1. Raising the height of the conductors on the existing catenary towers. This option was not available because Amtrak is utilizing the upper (higher) positions on the existing catenary structures for its 138 kV transmission system, making them unavailable for PECO use;
2. Extending the height of the existing catenary structures to create new positions for the PECO 130-43 line. This option was not available because it created a new clearance issue with an existing overhead 230 kV transmission line (220-37) crossing above the existing catenary structures.
3. Constructing the new monopoles at other locations on or immediately adjacent to the existing locations. Each such alternative evaluated by PECO was rejected by either the City of Philadelphia or one of the railroad companies.

The chosen solution was selected because it resolves the clearance issue and is acceptable to the City and the railroads.

24. Explain whether any of the loads served by the transmission facilities to be replaced are considered to be critical customers.

The 130-43 line is an integrated part of the PJM transmission system and thus does not serve individual customers. However, by proximity it is physically close to the medical hospitals and University load in west Philadelphia. Consequently, an extended outage on the 130-43 line theoretically could affect service to those critical customers.

25. Quantify the anticipated increase in reliability in terms of customer average interruption duration index, system average interruption duration index, and system average interruption frequency index.

Not applicable. The 130-43 line has not experienced any outages related to the clearance issue being resolved by this project.

26. If a transmission owner customer requested the proposed project and is not paying the entire cost, explain why the costs will be assumed by other transmission owner customers.

Not applicable.

27. Provide a detailed description of the methodology used to determine that the subject transmission facilities have reached the end of their useful service life. Additionally, provide any survival curves or utility specific data used in this determination.

Not applicable. The need for this project is not related to the useful service life of the existing facilities.

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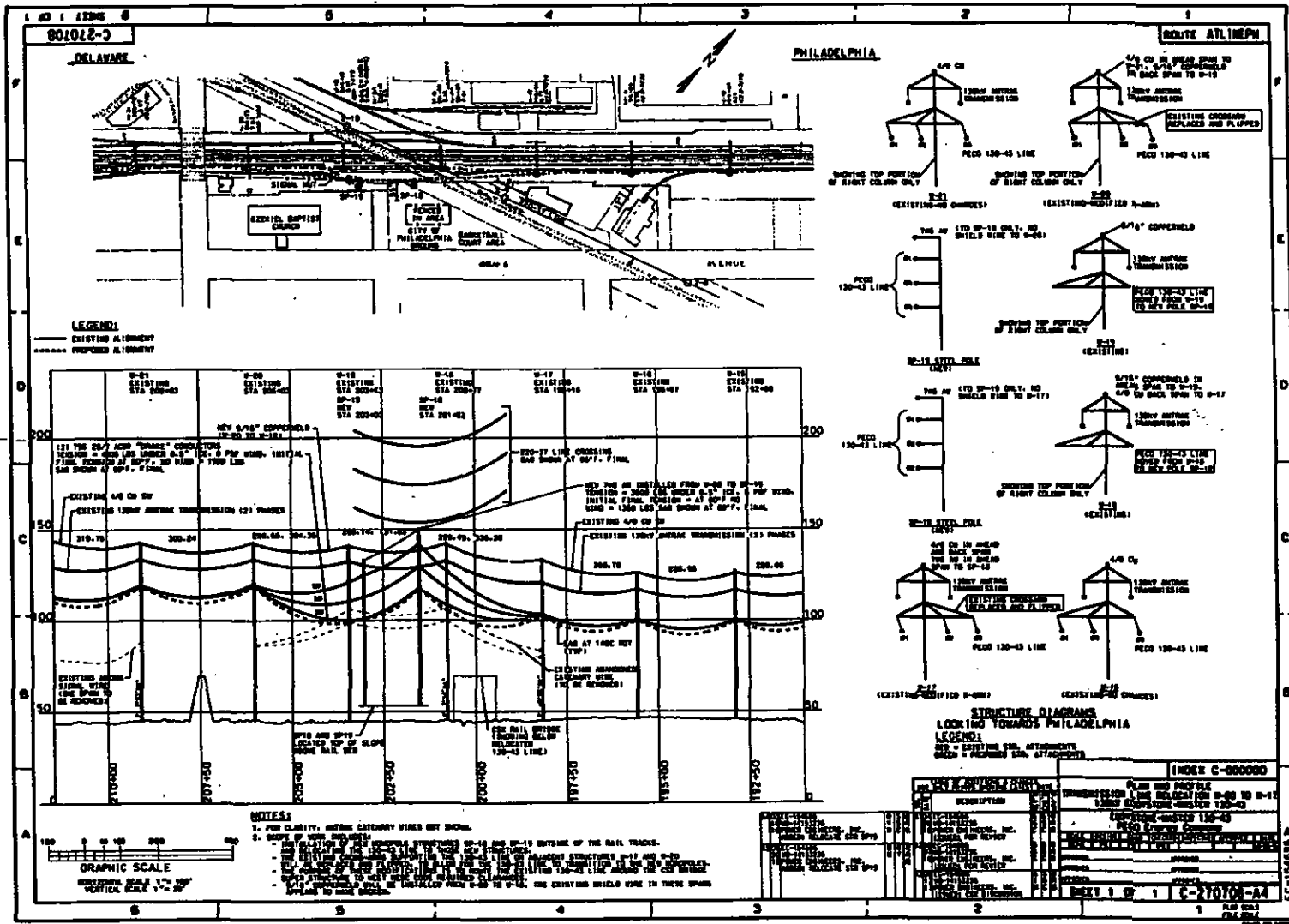
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PECO LON 130-43

PECO Attachment Q6



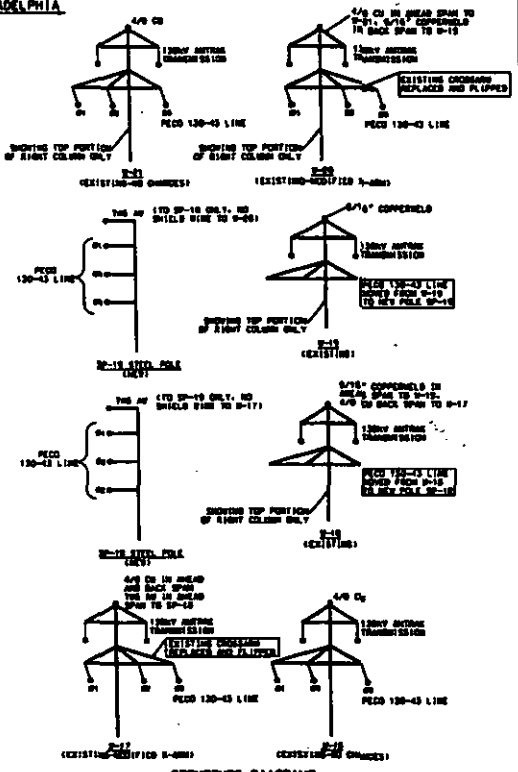
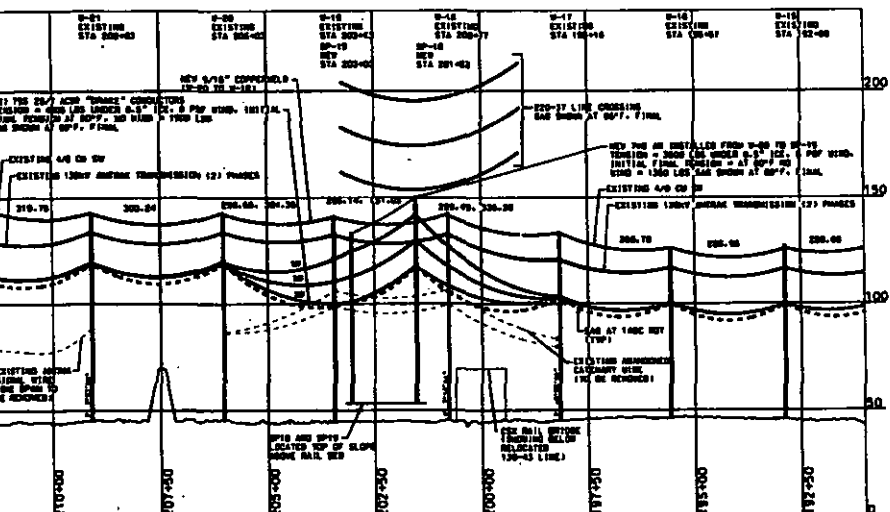
601022-3

DELAWARE

PHILADELPHIA

ROUTE A LINE

LEGEND
 --- EXISTING ALIGNMENT
 - - - - - PROPOSED ALIGNMENT



STRUCTURE DIAGRAMS
 LOOKING TOWARDS PHILADELPHIA

LEGEND
 --- EXISTING OVERHEAD ATTACHMENTS
 --- PROPOSED OVERHEAD ATTACHMENTS

NOTES:
 1. FOR CLARITY, INTER-CATEGORY WIRES NOT SHOWN.
 2. SLOPE OF WIRE TO BE SHOWN.
 3. ALL OVERHEAD WIRE SHALL BE INSTALLED FROM 0+00 TO 0+15. THE EXISTING OVERHEAD WIRE IN THESE SPANS SHALL BE REMOVED.
 4. THE 220-27 LINE CROSSING SHALL BE REMOVED AT 0+17.71.
 5. THE 220-28 LINE CROSSING SHALL BE REMOVED AT 0+27.71.
 6. THE 4/0 C2 WIRE SHALL BE INSTALLED FROM 0+00 TO 0+15. THE EXISTING 4/0 C2 WIRE SHALL BE REMOVED.
 7. THE 120-43 LINE SHALL BE INSTALLED FROM 0+00 TO 0+15. THE EXISTING 120-43 LINE SHALL BE REMOVED.
 8. THE 120-43 LINE SHALL BE INSTALLED FROM 0+15 TO 0+60. THE EXISTING 120-43 LINE SHALL BE REMOVED.
 9. THE 120-43 LINE SHALL BE INSTALLED FROM 0+15 TO 0+60. THE EXISTING 120-43 LINE SHALL BE REMOVED.
 10. THE 120-43 LINE SHALL BE INSTALLED FROM 0+15 TO 0+60. THE EXISTING 120-43 LINE SHALL BE REMOVED.



NO.	DESCRIPTION	DATE	BY	CHECKED
1	DESIGNED			
2	DRAWN			
3	CHECKED			
4	APPROVED			

INDEX C-00000
 PLAN AND PROFILE
 TRACKS AND OVERHEAD
 LINES BETWEEN STA 0+00 TO 0+15
 120V OVERHEAD-SECTION 120-43
 120V OVERHEAD-SECTION 120-43
 SHEET 1 OF 1 C-210108-A4
 PLAN SCALE 1"=20'
 PROFILE SCALE 1"=20'

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PECO LON 130-43

PECO Attachment Q7-1

SUPPLEMENT

THIS AMENDMENT, made as of August 8, 2017, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Railroad," and PECO ENERGY COMPANY, a corporation of the Commonwealth of Pennsylvania, whose mailing address is 2301 Market Street, Philadelphia, Pennsylvania 19101, hereinafter called "Utility," WITNESSETH:

WHEREAS, by agreement dated October 1, 1958, (the "Agreement"), The Baltimore and Ohio Railroad Company (predecessor of Railroad) provided the Utility's predecessor permission to construct, use and maintain three (3) 795,000 C.M. A.C.S.R. 132,000 volt wires (The "Facilities"); and

WHEREAS, Utility desires to amend the Agreement to relocate the existing Facilities and place a new pole, as shown on Exhibit A. Additionally, the existing Facility that is currently billed annually will be converted to a one time lump sum payment and;

WHEREAS, Railroad is agreeable to said Amendment subject to the terms and conditions of the Agreement;

NOW THEREFORE, this Amendment will serve to amend the Agreement, between Railroad and Utility, as follows:

1. The term Facilities is hereby deleted and reinstated as follows:

a. One (1) existing surface wireline crossing, solely for the transmission of electrical power only, through or on metal strand wire(s), located at or near Philadelphia, Philadelphia County, Pennsylvania, Ba Division, Pa Subdivision, Valuation Station 228+50, Milepost BAK-2.88, Latitude N39:55:55.00, Longitude W75:13:15.00;

b. One (1) wireline crossing, miscellaneous encroachment – pole, located at or near Philadelphia, Philadelphia County, Pennsylvania, Ba Division, Pa Subdivision, Valuation Station 228, Milepost BAK-2.88, Latitude N39:55:55.00, Longitude W75:13:15.00;

2. ENCROACHMENT FEE – the sixth section of the original agreement is hereby deleted and reinstated as follows:

2.1 Utility shall pay Railroad a one-time nonrefundable Encroachment Fee of SEVEN THOUSAND SIXHUNDRED FIFTY AND 00/100 U.S. DOLLARS (\$7,650.00) upon execution of this Agreement. Utility agrees that the Encroachment Fee applies only to the original Utility under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Utility changes its name, then Utility shall be subject to payment of Railroad's current administrative and document preparation fees for the cost incurred by Railroad in preparing and maintaining this Agreement on a current basis.

3. INSURANCE- This Section is hereby added:

3.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Utility shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Railroad, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Railroad, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Railroad may reasonably require.

3.2 If Utility's existing CGL policy(ies) do(es) not automatically cover Utility's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Utility. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Utility shall arrange for adequate time for reporting losses. Failure to do so shall be at Utility's sole risk.

3.3 Railroad, or its designee, may at any time request evidence of insurance purchased by Utility to comply with this Agreement. Failure of Utility to comply with Railroad's request shall be considered a default by Utility.

3.4 Securing such insurance shall not limit Utility's liability under this Agreement, but shall be security therefor.

3.5 (A) In the event Utility finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Utility shall: (a) notify Railroad; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Railroad, Railroad Protective Liability (RPL) Insurance, naming Railroad, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Railroad prior to commencement of such construction or demolition. Railroad reserves the right to demand higher limits.

(B) At Railroad's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Utility may pay Railroad, at Railroad's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Railroad's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Railroad's discretion and may not be available under all circumstances.

4. NOTICE- Second Section is hereby deleted and reinstated as follows:

4.1 Utility shall give Railroad at least thirty (30) days written notice before doing any work on Railroad's rail corridor, except that in cases of emergency shorter notice may be given. Utility shall provide proper notification as follows:

a. For non-emergencies, Utility shall submit online via the CSX Property Portal from Railroad's web site, via web link: https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Utility shall complete all of the steps outlined in Section 3.1 a. above, and shall also include detailed information of the emergency. Utility shall also call and report details of the emergency to Railroad's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Railroad needs to contact Utility concerning an emergency involving Utility's Facility(ies), the emergency phone number for Utility is: 315-841-5388.
800-841-4141

4.2 All other notices and communications concerning this Agreement shall be addressed to Utility at the address above, and to Railroad at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

4.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

5. TRACK CHANGES – This section is hereby added as follows:

5.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Railroad's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Utility, at its sole cost and expense and within thirty (30) days after notice in writing from Railroad, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

5.2 If Utility fails to do so, Railroad may make or contract to make such changes at Utility's cost.

6. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in effect.

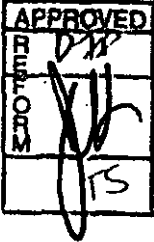
IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly signed, sealed and delivered in duplicate.

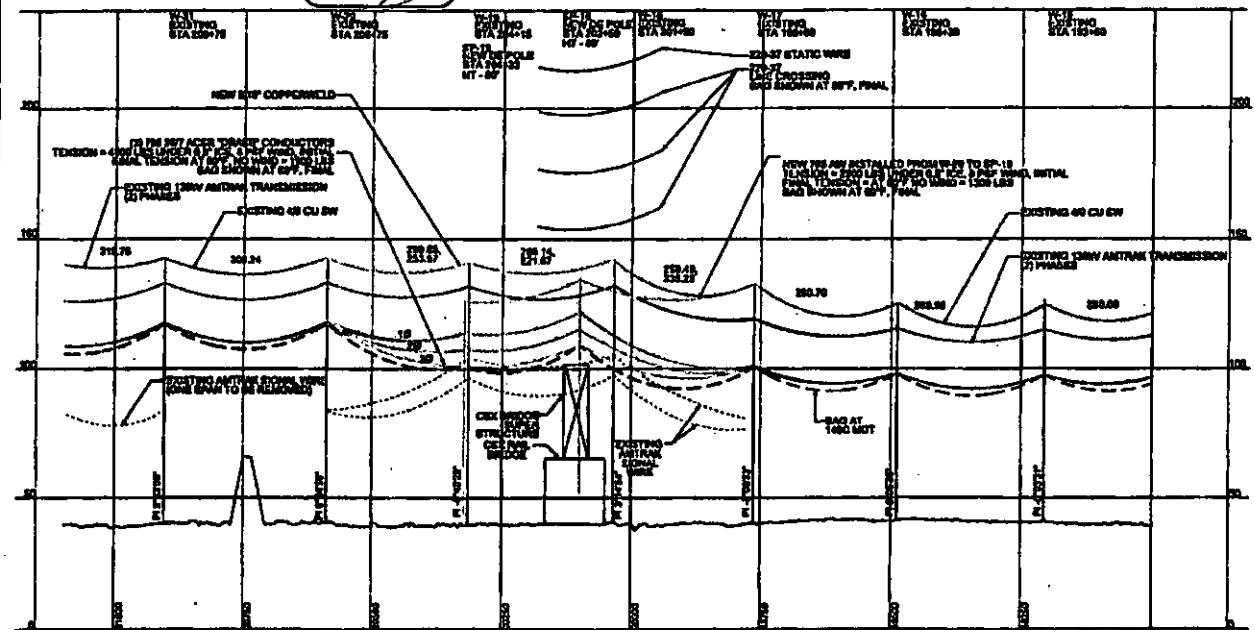
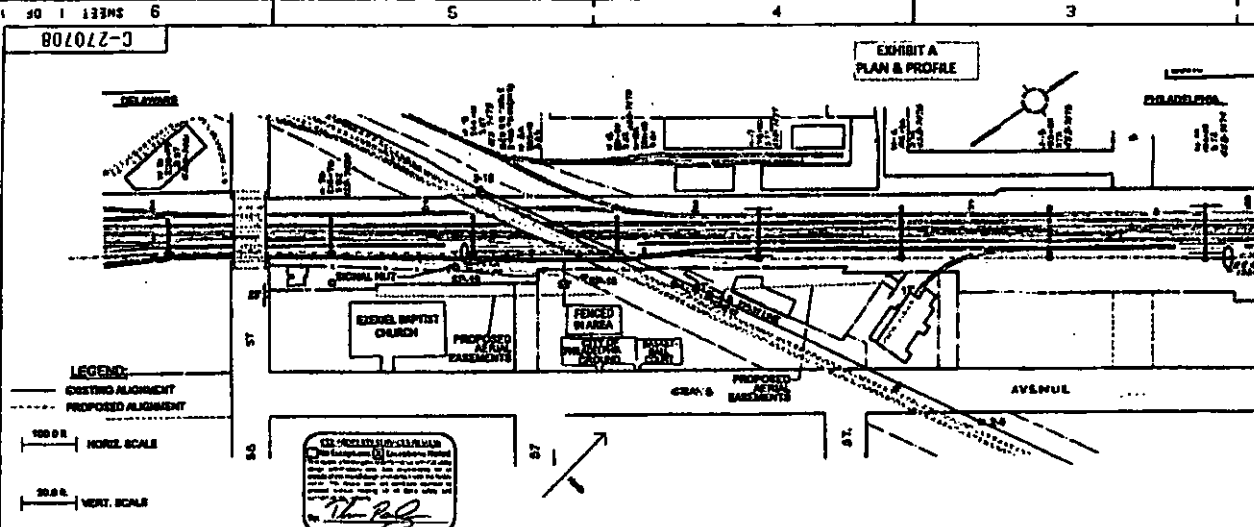
CSX Transortation, Inc.

PECO ENERGY COMPANY

By: [Signature]
Name: Donald J. [Signature]
Title: Manager Real Estate Services

By: [Signature]
Name: BENJAMIN E. HENRY
Title: MANAGER REAL ESTATE & FACILITIES

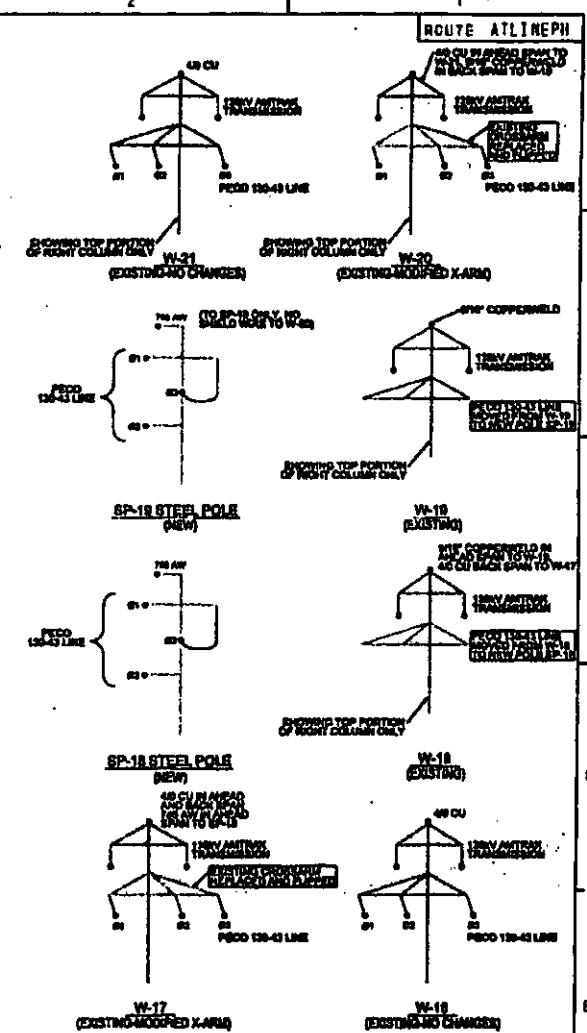




NOTE:

- FOR CLARITY, ANTIW CATERNARY WIRES NOT SHOWN.
- SCOPE OF WORK INCLUDES:
 - INSTALLATION OF NEW MONOPOLE STRUCTURES SP-18 AND SP-19 OUTSIDE OF THE RAIL TRACKS, AND RELOCATING THE 120-KV LINE TO THOSE NEW STRUCTURES
 - THE EXISTING CROSS-ARM SUPPORTING THE 120-KV LINE ON ADJACENT STRUCTURES W-17 AND W-20 WILL BE REPLACED AND FLANGED, TO ALLOW FOR THE 120-KV LINE TO TRANSITION TO THE NEW MONOPOLES
 - THE PURPOSE OF THESE MODIFICATIONS IS TO REUTE THE EXISTING 120-KV LINE AROUND THE CRV BRIDGE SUPERSTRUCTURE TO MEET NESC CODE REQUIRED CLEARANCES.

PLEASE CALL CRV'S STRUCTURE DESIGNER FOR ALL TO CALL REPRESENTATIVE PRIOR TO CONSTRUCTION.



STRUCTURE DIAGRAMS
LOOKING TOWARDS PHADEOPHA

LEGEND:
RED = EXISTING STR. ATTACHMENTS
GREEN = PROPOSED STR. ATTACHMENTS

INDEX F-	
NO.	DESCRIPTION
1	TRANSMISSION LINE RELOCATION W-20 TO W-17
2	120KV EDDYSTONE-MASTER 120-43
PECO Energy Company	
PECO ENGINEERS, INC.	
1111 P O BOX 1277	
PHILADELPHIA, PA 19107	
SHEET 1 OF 1	
C-270708-0A3	

06/12/17
ISSUED FOR
REVIEW

RECEIVED

MAR 19 2019

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

~~RECEIVED~~

~~MAR 18 2019~~

~~PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU~~

PECO LON 130-43

PECO Attachment Q7-2

THIS AGREEMENT, made as of the 1st day of October, 1958, by and between
THE BALTIMORE AND OHIO RAILROAD COMPANY,

first party, hereinafter called "Railroad", and PHILADELPHIA ELECTRIC COMPANY

, a corporation of the Commonwealth of
Pennsylvania, second party, hereinafter called "Utility";

WITNESSETH:

WHEREAS, Utility desires to construct, maintain and use three (3) 795,000 C.M. A.C.S.R.
132,000-volt wires

(all of which, including appurtenances and changes herein provided for, are hereinafter referred to as
"facilities"), across and over or under, as the case may be, the tracks, right-of-way and property owned, con-
trolled or operated by Railroad at Station 228+50, V. S. 8.1(S1a), within the County of
Philadelphia, Philadelphia, Pennsylvania
as indicated in yellow on Utility's plan(s) numbered D-162951-1
and dated April 15, 1958, attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the premises, the promises and agreements herein con-
tained, and the sum of One Dollar (\$1.00) paid by each to the other the receipt whereof is respectively
acknowledged, the parties hereto agree as follows:

FIRST: Railroad, in so far as it has the power and authority so to do and subject to compliance with
the terms and conditions hereinafter contained to be kept and performed by Utility, hereby permits Utility
to construct, maintain and use said facilities across the tracks, right-of-way and property of Railroad at said
location.

Utility, at its expense, will furnish all materials and, at a time satisfactory to Railroad, construct,
maintain, use, change and remove said facilities or any part thereof in accordance with the design and speci-
fications shown on said plan(s) and as in this agreement provided, all in a prudent and workmanlike manner,
in conformity with any applicable statutes, orders, rules, regulations and specifications of any public body
having jurisdiction thereof, and so as not to interfere with or endanger, in the judgment of Railroad, any
property, traffic, operations, maintenance, employes or patrons of Railroad, or of others occupying or using
its property at said location.

SECOND: Utility will give Railroad at least 5 days written notice before doing any work of any
character hereunder at said location except that in cases of emergency demanding immediate examination
or repairs Utility may give shorter notice. If, at any time, said facilities, or any part thereof, in the judgment
of Railroad, cause any interference or danger referred to in Section FIRST hereof that is emergent, Utility,
upon notice from Railroad, will promptly take remedial action in accordance with such notice, and upon failure
so to do Railroad, at Utility's expense, may take such action. In any non-emergency case of such interference
or danger Utility, within 30 days after receipt of notice from Railroad, will take remedial action in accordance
with such notice, and upon failure so to do Railroad, at Utility's expense, may take such action.

If Railroad deems it advisable during the progress of any work of construction, maintenance,
repair, renewal, alteration, adjustment, or removal of said facilities of Utility to place watchmen, flagmen,
inspectors or supervisors for the protection of the operations of Railroad or property of Railroad or others
on Railroad's right-of-way at said location, Railroad shall have the right so to do at the expense of Utility,
but Railroad shall not be liable for the failure so to do or the failure or neglect of such watchmen, flagmen,
inspectors or supervisors, and such failure or neglect shall not be construed as negligence of Railroad within
the meaning of Section EIGHTH hereof.

THIRD: During any work of any character hereunder at said location, Utility, at its expense, will support the tracks and roadbed of Railroad in such manner as shall be necessary in the judgment of Railroad to prevent any interference or danger referred to in Section FIRST hereof, and upon the completion of said work will restore said tracks, roadbed and other property to their original condition, provided that Railroad, at its option and at the expense of Utility, may do all the work of supporting its tracks and roadbed and of restoring the same.

FOURTH: Upon written request by Railroad, Utility, at its expense and within 30 days thereafter, will change the location or construction of said facilities or any part thereof, temporarily or permanently, in a manner satisfactory to Railroad, to accommodate (i) the maintenance, use, or operation of any appliances or facilities or property of Railroad, or others occupying its property, or (ii) any construction, or improvement, or change in the operations or property of Railroad or others occupying its property that may be deemed necessary or advisable by Railroad to permit and enable it to have and exercise free use and occupation to the extent of the full width of its right-of-way and property at the location aforesaid. If Utility fails to make such change, Railroad may make the same at the expense of Utility. If Utility desires to revise, renew, relocate, or change in any manner whatsoever all or any of said facilities (including any change of voltage or operating pressure); or if Utility is required to permanently change or alter the same, plans therefor shall be submitted to and approved by Railroad before any such change is made, and the terms and conditions of this agreement shall apply thereto.

FIFTH: Upon cessation of the use as herein contemplated of said facilities, or any part thereof, Utility will notify Railroad thereof and, unless the parties otherwise then agree, Utility will remove the same and restore Railroad's affected premises in a manner satisfactory to Railroad. If Utility fails so to remove and restore within 30 days after receipt of written notice from Railroad so to do, Railroad may do such work at the expense of Utility.

SIXTH: Upon execution of this agreement Utility will pay to Railroad for the preparing of this agreement the sum of - - - FIFTY DOLLARS - - - - - (\$50.00) , and also the annual sum of - - - - - TWENTY DOLLARS - - - - - (\$20.00) , and will pay a like annual sum on each anniversary date of this agreement thereafter until terminated. Utility will pay all taxes assessed upon said facilities; or on account of their existence, and shall indemnify Railroad against the payment thereof.

SEVENTH: If Utility fails to make the payments provided for herein or shall fail to perform any of the other terms or conditions of this agreement, and shall fail to remedy any such breach in accordance with the requirements of written notice of Railroad so to do, then and in that event Railroad may at its option forthwith terminate the permission herein granted. Upon such termination Utility, at its expense, will promptly remove such facilities and restore the premises to their original condition, and if Utility fails so to do, Railroad may do such work at the expense of Utility.

EIGHTH: (a) Utility hereby assumes, and releases and waives any right to ask for or demand damages for or on account of, any loss of or damage to property of Utility or any part thereof, at said location, including loss of or interference with service thereof, whether caused by the fault, failure or negligence of Railroad, or otherwise.

(b) Utility hereby assumes, and releases and agrees to indemnify, protect and save Railroad harmless from and against, (i) all loss of and damage to any property whatsoever (other than said property of Utility, but including property of Railroad and of all other persons whomsoever and the loss of or interference with any use or service thereof), and (ii) all loss and damage on account of injury to or death of any person whomsoever (including employees and patrons of the parties hereto and all other persons whomsoever), and (iii) all claims and liability for such loss and damage and cost and expenses thereof, caused by or growing out of the operation of this agreement or the presence, construction, maintenance, use, repair, change or relocation and subsequent removal of said facilities or any part thereof, when not solely caused by the fault, failure or negligence of Railroad. If any such loss or damage shall be caused by the joint or concurring negligence of both parties hereto the same shall be borne by them equally.

NINTH: The term "Railroad" as used in Section EIGHTH hereof shall include any company whose tracks, right of way, or other property may be leased or operated by Railroad or any other company at the aforesaid location.

TENTH: Railroad's expense for any work performed by it at the expense of Utility pursuant to the terms hereof will be paid by Utility upon receipt of a bill therefor. Such expense shall include, but not be limited to cost of labor and materials, cost of supervision, traveling expenses, Federal Railroad Retirement and Unemployment Taxes, vacation allowances, and freight and handling charges on all material used.

ELEVENTH: All notices and communications concerning this agreement shall be addressed to Utility at 1000 Chestnut Street, Philadelphia 5, Penna. , and to Railroad's Division Superintendent at Baltimore, Maryland or at such other address as either party may designate in written notice to the other.

TWELFTH: Any approval given or supervision exercised by Railroad hereunder, or failure of Railroad to object to any work done, material used or method of construction or maintenance of said facilities, shall not be construed as an admission of responsibility by Railroad or as a waiver of any of the obligations of Utility under this agreement.

THIRTEENTH: Any waiver by either party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any breach of covenant or other matter subsequently occurring.

FOURTEENTH: This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but no assignment thereof or of any rights or obligations thereunder shall be valid for any purpose without the consent in writing of Railroad.

APPROVED
<i>[Signature]</i>
ENGINEER
<i>[Signature]</i>
INSPECTOR
<i>[Signature]</i>
DATE
<i>[Signature]</i>

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate as of the day and year first above written.

WITNESSES:

THE BALTIMORE AND OHIO RAILROAD COMPANY

[Signature]

By *[Signature]*

General Manager

ATTEST:

[Signature]

By

[Signature]

Vice President

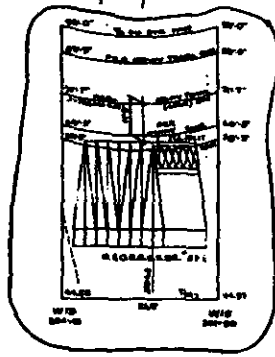
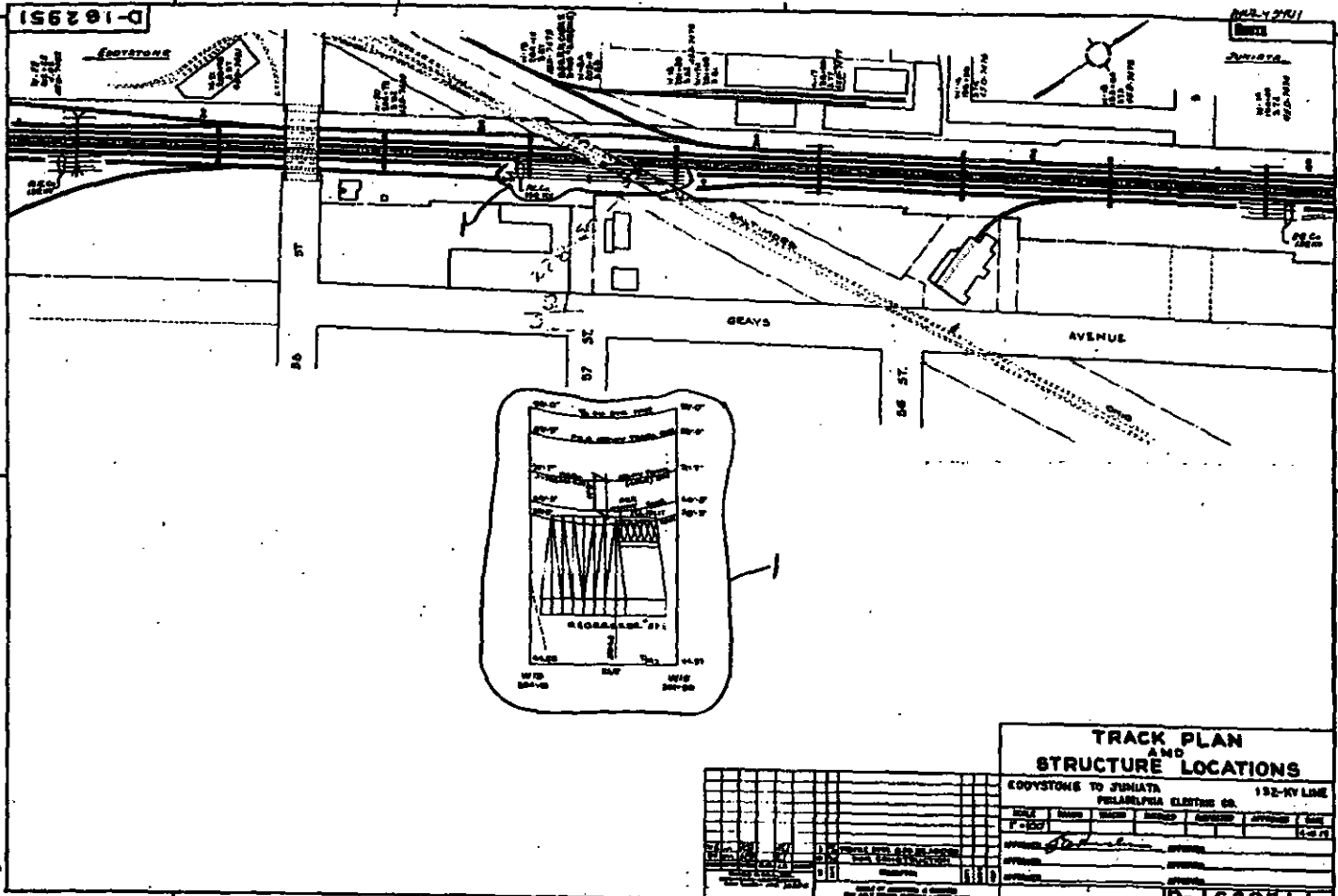
Secretary

PHILADELPHIA ELECTRIC COMPANY

(Utility)

B. O.
APPROVED
AS TO FORM
PHYSICAL
CONSTRUCTION
AND
CONNECTIONS
<i>[Signature]</i>

D-162951



TRACK PLAN AND STRUCTURE LOCATIONS

EDDYSTONE TO JUNIATA PENNSYLVANIA ELECTRIC CO. 152-KV LINE

NO.	DATE	BY	REVISION	APPROVED	DATE
1	F-20				1-2-21

APPROVED: *[Signature]*
 CHECKED: _____
 DRAWN: _____
 SCALE: _____
 SHEET NO. **D-162951-1**
 SHEET 22 OF _____

26

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MAR 19 2019

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

~~RECEIVED~~

~~MAR 18 2019~~

~~PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU~~

PECO LON 130-43

PECO Attachment Q7-3

**NATIONAL RAILROAD PASSENGER CORPORATION
INTEROFFICE MEMORANDUM**

DATE: December 27, 2018
TO: Distribution
FROM: Kate McGrath
SUBJECT: Philadelphia, PA, M.P. 1.9±, PECO Energy, Relocate Transmission Wire
Temporary Permit to Enter Upon Property
File: E-47-P-1770

Attached, for your information and file, is a fully executed Temporary Permit to Enter Upon Property with PECO Energy for the purpose of relocating the transmission wire and static wire to a new monopoles W18-A and W-19A and installing post insulators on the south phase of Structure W-9 and W-10 at mile post 83.70± in Philadelphia, PA.

All project costs should be charged as follows:

Internal Order	4100
WBS Element	B.EN.100048.0174
Work Order	18180401

If you have any questions concerning this matter, please contact me at ATS 728-1750. The insurance requirements have been met.

Attachment

Distribution

Accounts Receivable

W. Auve

B. Bond

D. Burdge - Attached is PECO Energy's check # 10103321 dated 12/4/18 for the \$530.00 RRPLI waiver fee.

C. Cames

R. Keenan

K. Keene

M. Kolonowski

A. Kondilis

S. Larkins

M. Ensminger

E. Nacinovich

P. Obenshain

C. Pelham - The \$530.00 RRPLI waiver fee Has been paid The effective date for the addition of Permittee's activities to Amtrak's Blanket Railroad Protective Policy to 11/30/18.

D. Hallgring

L. Sample

J. Savarese

M. Slimbock

A. Totoro

C. Walker

File

DEC 27 2018

I & C Projects

NATIONAL RAILROAD PASSENGER CORPORATION
 TEMPORARY PERMIT TO ENTER UPON PROPERTY
 C.E.-17 (REVISED 9/21/18)

Transmittal Date: November 30, 2018
 File: E-47-P-1770
 Internal Order: 4100
 WBS Element: B.EN.100048.0174
 Reference: PECO License 12/23/56

ATTN: Thomas Santacroce

1. TEMPORARY PERMISSION. Temporary permission is hereby granted to:

PECO Energy Company, 2301 Market Street, N3-3, Philadelphia, PA 19103

(hereinafter called "Permittee") to enter property owned and/or controlled by National Railroad Passenger Corporation (hereinafter called "Railroad") for the purpose of:

Relocating the transmission wire and static wire to a new monopoles W18-A and W-19A and installing post insulators on the south phase of Structure W-9 and W-10 at mile post 1.9± at Philadelphia, Commonwealth of Pennsylvania under the terms and conditions set forth below.

2. LOCATION AND ACCESS.

M.P. 1.9±, Philadelphia, PA

(hereinafter called "Property").

3. INDEMNIFICATION. Permittee hereby releases and agrees to defend, indemnify and hold harmless Railroad, as well as its officers, directors, employees, agents, successors, assigns and subsidiaries (collectively the "Indemnified Parties"), irrespective of negligence or fault on the part of the Indemnified Parties, from and against any and all losses and liabilities, penalties, fines, demands, claims, causes of action, suits, and costs (including cost of defense and attorneys' fees), which any of the Indemnified Parties may hereafter incur, be responsible for, or pay as a result of either or both of the following:

- A. injury, death, or disease of any person, and/or
- B. damage (including environmental contamination and loss of use) to or loss of any property, including property of Railroad

arising out of or in any degree directly or indirectly caused by or resulting from activities of or work performed by Railroad and/or Permittee (as well as Permittee's employees, agents, contractors, subcontractors, or any other person acting for or by permission of Permittee) in connection with this Temporary Permit. The foregoing obligation shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation, or benefits payable by or for Permittee or any contractor or subcontractor and shall survive the termination or expiration of this Temporary Permit for any reason.

As used in this section, the term "Railroad" also includes all commuter agencies and other railroads with rights to operate over Railroad property, and their respective officers, directors, employees, agents, successors, assigns and subsidiaries.

4. CONSIDERATION FOR PREPARATION OF TEMPORARY PERMIT. Permittee will pay to Railroad the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, as compensation for the preparation of this Temporary Permit, the receipt of which is hereby acknowledged.

5. STARTING OF USE OF PROPERTY. Permittee shall notify Railroad's Deputy Chief Engineer-Construction, or his/her designee, in writing, at least ten (10) working days before it desires to enter upon the Property. No entry upon the Property will be permitted until this Temporary Permit has been fully

executed and specific written permission to enter upon the Property has been received by Permittee via electronic mail from Railroad's Engineering - I&C Department.

6. **PERMITTEE ACTIVITIES.** All activities performed by or on behalf of Permittee shall be performed so as not to interfere with Railroad's operations or facilities. In no event shall personnel, equipment or material cross a track(s) without special advance permission from Railroad's Deputy Chief Engineer-Construction or his/her designee. If, in the opinion of Railroad's Deputy Chief Engineer-Construction or his/her designee, conditions warrant at any time, Railroad will provide flagging and/or other protection services at the sole cost and expense of Permittee.

7. **CLEARANCES.** All equipment and material of Permittee shall be kept away from the tracks by the distances set forth in Attachment A hereof, unless specifically otherwise authorized in writing by Railroad's Deputy Chief Engineer-Construction or his/her designee. Permittee shall conduct all operations so that no part of any equipment or material can foul: an operating track; transmission, communication or signal line; or any other structure or facility of Railroad.

8. **RESTORATION OF PROPERTY.** Upon completion of its work, Permittee shall, at the option of Railroad, leave the Property in a condition satisfactory to Railroad or restore the Property to its original condition. This may include the restoration of any fences removed or damaged by Permittee.

9. **TERM OF TEMPORARY PERMIT.** The term shall commence on the date Railroad executes this Temporary Permit ("Execution Date"). Railroad will not execute this Temporary Permit until Railroad has received: payment of any fees/costs identified in section 1 hereof, payment of the fee set forth in section 4 hereof, and satisfactory evidence of the insurance required pursuant to section 11 hereof. The term shall extend until the end of the period Railroad determines is necessary for Permittee to accomplish the purpose set forth in section 1 hereof; provided, however, Railroad reserves the right to revoke this Temporary Permit at any time for any reason, and in no event shall this Temporary Permit extend beyond one (1) year from the Execution Date. Under no circumstances shall this Temporary Permit be construed as granting to Permittee any right, title or interest of any kind in any property of Railroad.

10. **SAFETY AND PROTECTION.** All work on, over, under, within or adjacent to the Property shall be performed in accordance with the document entitled "SPECIFICATIONS REGARDING SAFETY AND PROTECTION OF RAILROAD TRAFFIC AND PROPERTY," a copy of which is attached hereto as Attachment A and incorporated herein. Failure to comply with Railroad's safety requirements and Attachment A shall, at Railroad's option, result in immediate termination of this Temporary Permit, denial of future Temporary Permit requests by Permittee, and forfeiture of all funds paid to Railroad.

11. **INSURANCE.** Before Permittee commences any work on, over, under, within or adjacent to the Property, Permittee and its contractors (unless Permittee opts to provide the required coverage for them), shall furnish to Railroad's Senior Manager Engineering, evidence of the insurance coverages specified in the document entitled "INSURANCE REQUIREMENTS - NATIONAL RAILROAD PASSENGER CORPORATION," a copy of which is attached hereto as Attachment B and incorporated herein.

12. **SAFETY TRAINING CLASS.** No person may enter upon Railroad property or within twenty-five (25) feet of the centerline of any track or energized wire until he/she has successfully completed Railroad's contractor orientation computer based safety training class, as noted in section 12 of Attachment A.

13. **COMPLIANCE BY CONTRACTORS.** Permittee shall take all steps necessary to ensure that its contractors and subcontractors comply with the terms and conditions of this Temporary Permit.

14. **REIMBURSEMENT OF COSTS; PAYMENTS.** Railroad shall not be responsible for any costs incurred by Permittee in relation to any matter whatsoever. Permittee is required to reimburse Railroad for all costs incurred by Railroad in relation to this Temporary Permit. Without limiting the foregoing, Permittee is required to reimburse Railroad for all costs incurred by Railroad in performing flagging and

other protective services and in reviewing any plans, drawings or other submissions.

Railroad's costs, expenses and labor charges will be billed to Permittee at Railroad's then-current standard force account rates. Permittee understands that Railroad employees working under expired collective bargaining agreements may receive future, retroactive hourly wage increases for their work performed in support of Permittee's activities under this Temporary Permit. Upon payment to the applicable employees of retroactive hourly wage increases (and regardless of whether such payment is made during or after the term of this Temporary Permit), Railroad will invoice Permittee for, and Permittee will pay, the retroactive hourly wage increases, including the applicable overhead additives and benefit costs associated with the support services performed by Railroad.

Except as specified in section 4 hereof, all payments due from Permittee to Railroad under this Temporary Permit shall be due and payable within thirty (30) days from the date of invoice. Permittee shall have no right to set off against any payment due under this Temporary Permit any sums which Permittee may believe are due to it from Railroad for any reason whatsoever. In the event that Permittee shall fail to pay, when due, any amount payable by it under this Temporary Permit, Permittee shall also pay to Railroad, together with such overdue payment, interest on the overdue amount at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by law, if less than the foregoing, calculated from the date the payment was due until paid. Railroad also has the right to suspend its support services, without penalty, until Permittee has paid all past due amounts with accrued interest. All payments due from Permittee to Railroad hereunder shall be: (a) made by check drawn from currently available funds; (b) made payable to National Railroad Passenger Corporation; and (c) delivered to the address indicated on the invoice. (However, the permit fee referenced in section 4 hereof and the Railroad Protective Liability premium referenced in Attachment B, if applicable, shall be delivered to Railroad at the address set forth in section 4 hereof.) All payment obligations of Permittee under this Temporary Permit shall survive the termination or expiration of this Temporary Permit for any reason.

15. **ENVIRONMENTAL AND GEOTECHNICAL TESTS AND STUDIES.** Permittee shall not perform any environmental or geotechnical tests or studies (e.g., air, soil or water sampling) unless specifically identified and authorized in section 1 hereof. If any such tests or studies are performed, Permittee shall promptly furnish to Railroad, at no cost, a copy of the results including any reports or analyses obtained or compiled. Except as may be required by applicable law or as authorized by Railroad in writing, Permittee shall not disclose the results of any such tests or studies to anyone other than Railroad or Permittee's client. Failure to comply with the provisions of this clause shall, at Railroad's option, result in immediate termination of this Temporary Permit, forfeiture of all compensation paid Railroad therefor, and pursuance of any other remedies (at law or in equity) that may be available to Railroad. The obligations of Permittee under this section shall survive the termination or expiration of this Temporary Permit for any reason.

16. **SEVERABILITY.** If any provision of this Temporary Permit is found to be unlawful, invalid or unenforceable, that provision shall be deemed deleted without prejudice to the lawfulness, validity and enforceability of the remainder of the Temporary Permit.

17. **GOVERNING LAW.** This Temporary Permit shall be governed by and construed under the laws of the District of Columbia and pursuant to 49 USC 28103(b) which precludes and preempts any other federal or state laws. All legal proceedings in connection with any dispute arising under or relating to this Temporary Permit shall be brought in the United States District Court for the District of Columbia.

*AGREED TO AND ACCEPTED BY PERMITTEE:
PECO ENERGY COMPANY

APPROVED
RECEIVED
DATE
BY

By: [Signature]
(signature)

Title: MANAGER, REAL ESTATE & FACILITIES
Must be an Owner/Partner or duly authorized representative

Date: 12-21-2018

* By signing this Temporary Permit, Permittee certifies that this document has not been altered in any manner from the original version as submitted by Railroad.

NATIONAL RAILROAD PASSENGER CORPORATION

for M. Kate McElroth
Deputy Chief Engineer - Major Capital Projects

Date: 12/27/18
Execution Date

ATTACHMENT A
Temporary Permit to Enter Upon Property

**SPECIFICATIONS REGARDING SAFETY
AND PROTECTION OF RAILROAD TRAFFIC AND PROPERTY (Revised 9/21/18)**

National Railroad Passenger Corporation

In the following Specifications, "Temporary Permit" means Railroad's "Temporary Permit to Enter Upon Property"; "Railroad" means National Railroad Passenger Corporation; "Chief Engineer" means Railroad's Chief Engineer or his/her duly authorized representative; "Permittee" means the party so identified in the Temporary Permit; and "Contractor" means the entity retained by the Permittee or the entity with whom Railroad has contracted in a Preliminary Engineering Agreement, Design Phase Agreement, Construction Phase Agreement, Force Account Agreement, License Agreement or other such agreement, as applicable. Reference to "Permittee/Contractor" includes both the Permittee and the Contractor.

- (1) Pre-Entry Meeting: Before entry of Permittee/Contractor onto Railroad's property, a pre-entry meeting shall be held at which time Permittee/Contractor shall submit, for written approval of the Chief Engineer, plans, computations, a site specific safety work plan and site specific work plans that include a detailed description of proposed methods for accomplishing the work and protecting railroad traffic in accordance with Amtrak Engineering Practices EP3014. Any such written approval shall not relieve Permittee/Contractor of its complete responsibility for the adequacy and safety of its operations.
- (2) Rules, Regulations and Requirements: Railroad traffic shall be maintained at all times with safety, security and continuity, and Permittee/Contractor shall conduct its operations in compliance with all rules, regulations, and requirements of Railroad (including these Specifications) with respect to any work performed on, over, under, within or adjacent to Railroad's property. Permittee/Contractor shall be responsible for acquainting itself with such rules, regulations and requirements. Any violation of such rules, regulations, or requirements shall be grounds for the termination of the Temporary Permit and/or the immediate suspension of Permittee/Contractor work, and the re-training of all personnel, at Permittee's/Contractor's expense.
- (3) Maintenance of Safe Conditions: If tracks or other property of Railroad are endangered during the work, Permittee/Contractor shall immediately notify Railroad and take such steps as may be directed by Railroad to restore safe conditions, and upon failure of Permittee/Contractor to immediately carry out such direction, Railroad may take whatever steps are reasonably necessary to restore safe conditions. All costs and expenses of restoring safe conditions, and of repairing any damage to Railroad's trains, tracks, right-of-way or other property caused by the operations of Permittee/Contractor, shall be paid by Permittee/Contractor. Any work (or equipment being staged onsite during the work) performed at or near a railroad crossing must not obstruct the view of flashing light units or gates to oncoming traffic.
- (4) Protection in General: Permittee/Contractor shall consult with the Chief Engineer to determine the type and extent of protection required to ensure safety and continuity of railroad traffic. Any inspectors, track foremen, track watchmen, flagmen, signalmen, electric traction linemen, or other employees deemed necessary by Railroad, at its sole discretion, for protective services shall be obtained from Railroad by Permittee/Contractor. The cost of same shall be paid directly to Railroad by Permittee/Contractor. The provision of such employees by Railroad, and any other precautionary measures taken by Railroad, shall not relieve Permittee/Contractor from its complete responsibility for the adequacy and safety of its operations.
- (5) Protection for Work Near Electrified Track or Wire: Whenever work is performed in the vicinity of electrified tracks and/or high voltage wires, particular care must be exercised, and Railroad's requirements regarding clearance to be maintained between equipment and tracks and/or energized wires, and otherwise regarding work in the vicinity thereof must be strictly observed. No employees or equipment

will be permitted to work near overhead wires, except when protected by a Class A employee of Railroad. Permittee/Contractor must supply an adequate length of grounding cable (4/0 copper with approved clamps) for each piece of equipment working near or adjacent to any overhead wire.

(6) Fouling of Track or Wire: No work will be permitted within twenty-five (25) feet of the centerline of a track or energized wire or that has the potential of getting within twenty-five (25) feet of such track or wire without the approval of the Chief Engineer. Permittee/Contractor shall conduct its work so that no part of any equipment or material shall foul an active track or overhead wire without the written permission of the Chief Engineer. When Permittee/Contractor desires to foul an active track or overhead wire, it must provide the Chief Engineer with its site specific work plan a minimum of twenty-one (21) working days in advance, so that, if approved, arrangements may be made for proper protection of the railroad. Any equipment shall be considered to be fouling a track or overhead wire when located (a) within fifteen (15) feet from the centerline of the track or within fifteen (15) feet from the wire, or (b) in such a position that failure of same, with or without a load, would bring it within such distance in (a) above and shall require the presence of the proper Railroad protection personnel.

If acceptable to the Chief Engineer, a safety barrier (approved temporary fence or barricade) may be installed at fifteen (15) feet from centerline of track or overhead wire to afford Permittee/Contractor with a work area that is not considered fouling. Nevertheless, protection personnel may be required at the discretion of the Chief Engineer.

(7) Track Outages: Permittee/Contractor shall verify the time and schedule of track outages from Railroad before scheduling any of its work on, over, under, within, or adjacent to Railroad's right-of-way. Railroad does not guarantee the availability of any track outage at any particular time. Permittee/Contractor shall schedule all work to be performed in such a manner as not to interfere with Railroad operations. Permittee/Contractor shall use all necessary care and precaution to avoid accidents, delay or interference with Railroad's trains or other property.

(8) Demolition: During any demolition, Permittee/Contractor must provide horizontal and vertical shields, designed by a professional engineer registered in the state in which the work takes place. These shields shall be designed in accordance with Railroad's specifications and approved by Railroad, so as to prevent any debris from falling onto Railroad's right-of-way or other property. A grounded temporary vertical protective barrier must be provided if an existing vertical protective barrier is removed during demolition. In addition, if any openings are left in an existing bridge deck, a protective fence must be erected at both ends of the bridge to prohibit unauthorized persons from entering onto the bridge. Ballasted track structure must be kept free of all construction and demolition debris.

(9) Equipment Condition and Location: All equipment to be used in the vicinity of operating tracks shall be in "certified" first-class condition so as to prevent failures that might cause delay to trains or damage to Railroad's property. No equipment shall be placed or put into operation near or adjacent to operating tracks without first obtaining permission from the Chief Engineer. Under no circumstances shall any equipment be placed or put into operation within twenty-five (25) feet from the centerline of an outside track, except as approved by Railroad in accordance with Permittee's/Contractor's site specific safety work plan. To ensure compliance with this requirement, Permittee/Contractor must establish a twenty-five (25) foot foul line prior to the start of work by either driving stakes, taping off or erecting a temporary fence, or providing an alternate method as approved by the Chief Engineer. Permittee/Contractor will be issued warning stickers which must be placed in the operating cabs of all equipment as a constant reminder of the twenty-five (25) foot clearance envelope.

If work to be performed on Railroad property involves heavy trucks, equipment, or machinery along the right-of-way, duct lines and pull boxes shall be inspected by on-site Railroad personnel and the equipment operator to ensure they can withstand the weight.

(10) Storage of Materials and Equipment: No material or equipment shall be stored on Railroad's property without first having obtained permission from the Chief Engineer. Any such storage will be on the condition that Railroad will not be liable for loss of or damage to such materials or equipment from any cause.

If permission is granted for the storage of compressed gas cylinders on Railroad property, they shall be stored a minimum of twenty-five (25) feet from the nearest track in an approved lockable enclosure. The enclosure shall be locked when Permittee/Contractor is not on the project site.

(11) Condition of Railroad's Property: Permittee/Contractor shall keep Railroad's property clear of all refuse and debris from its operations. Upon completion of the work, Permittee/Contractor shall remove from Railroad's property all machinery, equipment, surplus materials, falsework, rubbish, temporary structures, and other property of Permittee/Contractor and shall leave Railroad's property in a condition satisfactory to the Chief Engineer.

(12) Safety Training: All individuals, including representatives and employees of Permittee/Contractor, before entering onto Railroad's property and before coming within twenty-five (25) feet of the centerline of a track or overhead wire, must first complete Railroad's contractor orientation computer based safety training class. The class is provided electronically at www.amtrakcontractor.com. Upon successful completion of the class and test, the individual taking the class will receive a temporary certificate without a photo that is valid for fourteen (14) days. The individual must upload a photo of himself/herself that will be embedded in the permanent ID card. The photo ID will be mailed to the individual's home address and must be worn/displayed while on Railroad property. Training is valid for one calendar year. All costs of complying with Railroad's safety training shall be at the sole expense of Permittee/Contractor. Permittee/Contractor shall appoint a qualified person as its Safety Representative. The Safety Representative shall continuously ensure that all individuals comply with Railroad's safety requirements. All safety training records must be maintained with Permittee's/Contractor's site specific work plan.

(13) No Charges to Railroad: It is expressly understood that neither these Specifications, nor any document to which they are attached, include any work for which Railroad is to be billed by Permittee/Contractor, unless Railroad makes a specific written request that such work be performed at Railroad's expense.

(14) Utilities: All underground utilities, cables, and facilities must be located and protected before any excavating, drilling of any kind, boring, ground penetrating activities, or construction activities take place. This includes, but is not limited to, Railroad and commercial utilities, cables, duct lines, and facilities. The "call before you dig" process must be followed. Railroad is not part of that process; therefore, Permittee/Contractor must contact Railroad's Engineering Department to have Railroad's underground utilities and assets located. If requested by Railroad, existing depths of any utilities being crossed must be verified through test pits performed by Permittee/Contractor as directed by and under the direct supervision of Railroad personnel. Hand digging may be required, as directed by Railroad's on-site support personnel. No activities may be performed in close proximity to Railroad duct bank or communication facilities unless monitored by on-site Railroad personnel. Railroad maintains the right to access its existing cables and conduits throughout construction and reserves the right to upgrade and install new cables and conduits in the affected area. Precautions must be taken by Permittee/Contractor to prevent any interruption to Railroad's operations.

**ATTACHMENT B
INSURANCE REQUIREMENTS
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
WASHINGTON TERMINAL COMPANY (WTC)
Revised as of September 21, 2018**

DEFINITIONS

In these Insurance Requirements, "Railroad" or "Amtrak" shall mean National Railroad Passenger Corporation and, as appropriate, its subsidiary, Washington Terminal Company ("WTC"). "Contractor" shall mean the party identified as "Permittee" in the Temporary Permit to Enter Upon Property or the party with whom Amtrak has contracted in another agreement (e.g., Preliminary Engineering Agreement, Design and/or Construction Phase Agreement, Force Account Agreement, License Agreement), as well as its officers, employees, agents, servants, contractors, subcontractors, or any other person acting for or by permission of Contractor. "Operations" shall mean activities of or work performed by Contractor. "Agreement" shall mean the Temporary Permit to Enter Upon Property or other such agreement, as applicable.

INSURANCE

Contractor shall procure and maintain, at its sole cost, the types of insurance specified below:

1. **Workers' Compensation Insurance** complying with the requirements of the statutes of the jurisdiction(s) in which the Operations will be performed, covering all employees of Contractor. Employer's Liability coverage shall have the following minimum limits of coverage:

\$1,000,000	Each Accident
\$1,000,000	Disease Policy Limit
\$1,000,000	Disease Each Employee

In the event the Operations are to be performed on, over, or adjacent to navigable waterways, a U.S. Longshoremen and Harbor Workers' Compensation Act Endorsement and an Outer Continental Lands Act Endorsement are required.

2. **Commercial General Liability (CGL) Insurance** covering liability of Contractor with respect to all operations to be performed and all obligations assumed by Contractor under the terms of the Agreement. Products-completed operations, independent contractors and contractual liability coverages are to be included, with the contractual exclusion related to construction/demolition activity within fifty (50) feet of the railroad deleted and with no exclusions for Explosion/Collapse/Underground (X-C-U). Coverage shall include bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

This policy shall have the following minimum limits of coverage:

\$2,000,000	Each Occurrence
\$2,000,000	Annual Policy Aggregate
\$2,000,000	Products and Completed Operations

In addition, the following shall apply:

- A. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as

- additional insureds with respect to the operations to be performed.
- B. The policy shall include an ISO endorsement Form CG 24 17 10 01 or its equivalent providing contractual liability coverage for railroads listed as additional insureds.
 - C. Coverage for such additional insureds shall be primary and non-contributory with respect to any other insurance the additional insureds may carry.
 - D. Such coverage may be provided by a combination of a primary CGL policy and a following form excess or umbrella liability policy.

3. **Automobile Liability Insurance** covering the liability of Contractor arising out of the use of any vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated, and which are not covered under Contractor's CGL insurance. The policy shall have the following minimum limits of coverage:

\$1,000,000	Each Occurrence, Combined Single Limit
-------------	--

In addition, the following shall apply:

- A. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed.
- B. Coverage shall include bodily injury (including disease or death), personal injury and property damage (including loss of use) liability and cover damages resulted from loading and unloading activities.
- C. In the event Contractor will be transporting and/or disposing of any hazardous material or waste off of the jobsite, a MCS-90 Endorsement is to be added to this policy and the limits of liability are to be increased to \$5 million each occurrence.

4. **Railroad Protective (RRP) Liability Insurance** covering the Operations performed by Contractor within fifty (50) feet vertically or horizontally of railroad tracks. The policy shall be written on a current ISO Occurrence Form (claims-made forms are unacceptable) in the name of National Railroad Passenger Corporation (and, as appropriate WTC) and all commuter agencies and railroads that operate over the property or tracks at issue). The policy shall have the following minimum limits of coverage:

\$2,000,000	Each Occurrence
\$6,000,000	Policy Aggregate

In addition, the following shall apply:

- A. The policy shall have coverage for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof.
- B. Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy.
- C. "Physical Damage to Property" as defined in the policy is to be deleted and replaced by the following endorsement:

"It is agreed that 'Physical Damage to Property' means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control."

In the alternative, and upon Amtrak's approval, Contractor may elect to have Amtrak insure the Operations under its Blanket RRP Liability Insurance Program. The premium, which shall be

determined by the rate schedule promulgated by the insurer in effect as of the effective date of the Agreement, shall be prepaid by Contractor. In the event Contractor and Amtrak agree to insure the Operations under Amtrak's RRP Program, Contractor shall include the RRP premium of \$530.00 in addition to the Permit Fee, and send its check made payable to National Railroad Passenger Corporation to the individual set forth below prior to commencement of Operations.

5. **All Risk Property Insurance** covering damage to or loss of all personal property of Contractor used during Operations including, but not limited to, tools, equipment, construction trailers and their contents and temporary scaffolding at the project site, whether owned, leased, rented or borrowed for the full replacement cost value. Such insurance policies shall include a waiver of subrogation and any other rights of recovery in favor of Amtrak.
6. **Builder's Risk/Installation Floater** is required if Contractor's work involves construction or renovation of a building or structure. Contractor shall provide builder's risk coverage issued for the work to cover property in the course of construction, soft costs, and delay in completion, including coverage for damage to existing property and property of others, and the loss of use thereof. In addition, Contractor shall provide installation floater coverage for personal property installed, fabricated or erected by Contractor, including material in transit or storage during the course of the work. Coverage shall be on an all-risk, full replacement value basis, including labor, materials in place, on site, in storage, off-site or in transit and include coverage for perils of Flood, Earth Movement, Wind and Terrorism. National Railroad Passenger Corporation shall be named as a loss payee, with respect to its interest in the covered property.
7. **Contractor's Pollution Liability Insurance** covering the liability of Contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense, which arise from the Operations of Contractor. The policy shall have the following minimum limits of coverage:

\$2,000,000	Each Occurrence
\$2,000,000	Annual Policy Aggregate

In addition, the following shall apply:

- A. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds.
 - B. The coverage shall be maintained during the term of the Operations and for at least two (2) years following completion thereof.
8. **Pollution Legal Liability Insurance** is required if any hazardous material or waste is to be transported or disposed of off of the jobsite. Contractor or its transporter, as well as the disposal site operator, shall maintain this insurance. The policy shall have the following minimum limits of coverage:

\$2,000,000	Each Occurrence
\$2,000,000	Annual Policy Aggregate

In addition, the following shall apply:

- A. Contractor shall designate the disposal site and provide a certificate of insurance from the disposal facility to Amtrak.

- B. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds.
 - C. Any additional insurance coverages, permits, licenses and other forms of documentation required by the United States Department of Transportation, the Environmental Protection Agency and/or related state and local laws, rules and regulations shall be obtained by Contractor.
9. **Professional Liability Insurance** covering the liability of Contractor for any errors or omissions committed by Contractor providing professional design or engineering services in the performance of the Operations, regardless of the type of damages. The policy shall have the following minimum levels of coverage:

\$2,000,000	Per Claim
\$2,000,000	Annual Policy Aggregate

In addition, the following shall apply:

- A. The coverage shall be maintained during the Operations and for at least three (3) years following completion thereof.
- B. The policy shall have a retroactive date that coincides with or precedes any design work on the project.
- C. If Contractor is not performing professional design or engineering services, Contractor may elect to satisfy this requirement through the addition of endorsement CG2279 "Incidental Professional Liability" to its CGL policy.

MISCELLANEOUS

1. **General**

- A. All insurance shall be procured from insurers authorized to do business in the jurisdiction(s) where the Operations are to be performed.
- B. Contractor shall require all subcontractors to carry the insurance required herein or Contractor may, at its option, provide the coverage for any or all subcontractors, provided the evidence of insurance submitted by Contractor to Amtrak so stipulates.
- C. The insurance shall provide for thirty (30) days prior written notice to Amtrak in the event coverage is substantially changed, canceled or non-renewed.
- D. Unless noted otherwise herein, all insurance shall remain in force until all Operations are satisfactorily completed, all Contractor personnel and equipment have been removed from Railroad property, and any work has been formally accepted.
- E. Contractor may provide for the insurance coverages with such deductible or retained amount as Amtrak may approve from time to time, except, however, that Contractor shall, at its sole cost, pay for all claims and damages which fall within such deductible or retained amount on the same basis as if there were full commercial insurance in force.
- F. Contractor's failure to comply with the insurance requirements set forth in these Insurance Requirements shall constitute a violation of the Agreement.

2. **Waiver of Subrogation** As to all insurance policies required herein, Contractor waives all rights of recovery, and its insurers must waive all rights of subrogation of damages against Amtrak (and, as appropriate, WTC) and their agents, officers, directors, and employees. The waiver must be stated on the certificates of insurance.

3. **Punitive Damages** Unless prohibited by law, no liability insurance policies required herein shall contain an exclusion for punitive or exemplary damages.

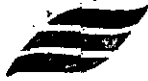
4. **Claims-Made Insurance** If any liability insurance specified herein shall be provided on a claims-made basis then, in addition to coverage requirements above, the following shall apply:

- A. The retroactive date shall coincide with or precede Contractor's start of Operations (including subsequent policies purchased as renewals or replacements);
- B. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;
- C. Contractor shall maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., CGL, Professional Liability, Pollution Legal Liability) for at least three (3) years following completion of Operations; and
- D. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least six (6) years to report claims arising from Operations.

5. **Evidence of Insurance**

- A. Contractor shall submit to Amtrak the original RRP Liability Insurance Policy and certificates of insurance evidencing the other required insurance. In addition, Contractor agrees to provide certified copies of the insurance policies for the required insurance within thirty (30) days of Amtrak's written request.
- B. Contractor shall furnish evidence of insurance as specified herein at least fifteen (15) days prior to commencing Operations. The fifteen (15) day requirement may be waived by Amtrak in situations where such waiver will benefit Amtrak, but under no circumstances will Contractor begin Operations without providing satisfactory evidence of insurance as approved by Amtrak.
- C. Prior to the cancellation, renewal, or expiration of any insurance policy specified above, Contractor shall furnish evidence of insurance replacing the cancelled or expired policies.
- D. **ALL INSURANCE DOCUMENTS SHALL INCLUDE A DESCRIPTION OF THE PROJECT AND THE LOCATION ALONG THE RAILROAD RIGHT-OF-WAY (typically given by milepost designation) IN ORDER TO FACILITATE PROCESSING.**
- E. Evidence of insurance coverage shall be sent to:

Senior Manager Engineering
National Railroad Passenger Corporation
30th Street Station, Mail Box 64
2955 Market Street
Philadelphia, PA 19104-2817



Exelon.

Exelon Corporation
BSC Insurance
2301 Market St., S21-1
Philadelphia, PA 19101

Phone: 215-841-4739
Fax: 215-841-5432
www.exeloncorp.com

December 5, 2018

National Railroad Corporation, dba Amtrak
2955 Market Street, Box 64
Philadelphia, PA 19104

Re: Philadelphia, PA MP 1.9 Structure Modifications to PECO 130-43 Line E-47-P-1770

With regard to the above referenced work please be advised that PECO Energy Company is covered under a self-insurance program maintained by its parent company, Exelon Corporation, and we will self-insure its obligations as they may arise. PECO Energy Company is hereby named as an insured to this program. The self-insurance program is described as follows:

1. **Commercial General Liability** – Exelon Corporation maintains a self-insured retention of \$10 million per occurrence. We also maintain excess liability insurance above this self-insured retention, this program include coverage for pollution liability claims. Self-insured claims are handled by PECO's internal claims group.
2. **Workers' Compensation and Employer's Liability** – Exelon is a qualified self-insurer in Pennsylvania for all statutory benefits and employer's liability.
3. **Automobile Liability** – Exelon is a qualified self-insurer in Pennsylvania for automobile liability.
4. **Property/All Risk Insurance** – Exelon Corporation maintains excess "all risk" property insurance on a replacement cost basis with a self-insured retention of \$10,000,000.

Exelon Corporation shall consider the above-described program of self-insurance to be continuous and shall provide at least thirty days (30) prior written notice of cancellation to the addressee of this letter.

This letter will also confirm that the National Railroad Passenger Corporation and, as appropriate WTC, and all commuter agencies, and railroads that operate over the property or tracks at issue are hereby added as an additional insured under our self-insured program with respect to this agreement. We trust this information is satisfactory. Should you have any questions, please contact the undersigned at (215) 841-4739.

Very truly yours,

Carolyn L. King

Carolyn L. King, ARM, CPCU
Senior Risk Analyst
Exelon Corporation

RECEIVED

MAR 19 2019

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

~~RECEIVED~~

~~MAR 18 2019~~

~~PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU~~

PECO LON 130-43

PECO Attachment Q7-4

City of Philadelphia



(Bill No. 180993)

AN ORDINANCE

Authorizing the Commissioner of Public Property and the Commissioner of Parks and Recreation, on behalf of the City of Philadelphia, to grant to PECO Energy Company an easement for the purpose of installing transmission lines across a portion of the parcel or parcels of land in and about the area bounded by Grays Avenue, Woodland Avenue, 56th Street and 57th Street, commonly known as Deritis Playground, under certain terms and conditions.

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

SECTION 1. The Commissioner of Public Property and the Commissioner of Parks and Recreation, on behalf of the City of Philadelphia, are hereby authorized to enter into an easement agreement with PECO Energy Company to clear and maintain a portion of approximately .82 acres of property located at 5655 Grays Avenue, also known as Deritis Playground, and as more fully described in Exhibit A, for the purpose of the installation of power transmission lines.

SECTION 2. The City Solicitor is hereby authorized to review and to approve all instruments and documents necessary to effectuate this Ordinance, which instruments and documents shall contain such terms and conditions as the City Solicitor shall deem necessary and proper to protect the interest of the City of Philadelphia and to carry out the purposes of this Ordinance.

City of Philadelphia

BILL NO. 180993 continued

Certified Copy

EXHIBIT A

Legal Description

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in the 40th Ward of the City of Philadelphia and described according to a Survey made thereof by William H. Jones, Esquire Surveyor and Regulator of the 12th District of said City on the 28th day of October, 1886, as follows to wit;

BEGINNING at a point of intersection of the Northwest side of Grays Avenue and at the Northeast side of 57th Street; thence extending along the Northwest side of Grays Avenue 49 degrees 27 minutes 30 seconds east 386 feet 9-7/8 inches to the south side of Baltimore and Philadelphia Railroad; thence extending along the said side of Baltimore and Philadelphia Railroad south 75 degrees 22 minutes 3 seconds west 423 feet 4-3/4 inches to the southeast side of the Philadelphia Wilmington and Baltimore Railroad; thence extending along the southeast side of the Philadelphia, Wilmington and Baltimore Railroad south 49 degrees 27 minutes 30 seconds west 5 feet 11-7/8 inches to the northeast side of 57th Street; thence extending along the northeast side of said 57th Street south 40 degrees 32 minutes 30 seconds east 185 feet to the northwest side of said Grays Avenue and the first mentioned point and place of beginning.

BEING Nos. 5655-59 Grays Avenue.

City of Philadelphia

BILL NO. 180993 continued

Certified Copy

City of Philadelphia

BILL NO. 180993 continued

Certified Copy

CERTIFICATION: This is a true and correct copy of the original Bill, Passed by the City Council on February 7, 2019. The Bill was Signed by the Mayor on February 19, 2019.



Michael A. Decker
Chief Clerk of the City Council

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PECO LON 130-43

PECO Attachment Q12

March 05, 2019

PECO ENERGY COMPANY

PECO 130-43
138 kV Transmission Line
EMF Analysis

Revision A

PROJECT NUMBER:
141178

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EMF ANALYSIS

PREPARED FOR:
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REVISION HISTORY						
REV.	ISSUE DATE	ISSUED FOR	PREP BY	CHKD BY	APPD BY	NOTES
A	2019-03-05	Appvl	JDJ	APJ	JFS	Issued for Review and Approval.

"Issued For" Definitions:

- "Prelim" means this document is issued for preliminary review, not for implementation
- "Appvl" means this document is issued for review and approval, not for implementation
- "Impl" means this document is issued for implementation
- "Record" means this document is issued after project completion for project file

TABLE OF CONTENTS

1.0 INTRODUCTION	1
1.1 Project Discussion	1
1.2 Summary.....	1
2.0 EMF DATA	2
3.0 ELECTRIC AND MAGNETIC FIELD (EMF) ANALYSIS OVERVIEW	4
4.0 RESULTS	5
4.1 Electric Field Results.....	5
4.2 Magnetic Field Results	8
5.0 CONCLUSION	12
APPENDIX A – DRAWINGS	A-1

LIST OF TABLES

Table 1: Electric and Magnetic Field Limits	1
Table 2: Electric and Magnetic Field Results.....	2
Table 3: Proposed Corridor Circuit Loading.....	3
Table 4: Maximum Electric Field Strengths	6
Table 5: Maximum Magnetic Field Strengths.....	8

LIST OF FIGURES

Figure 1: Lowest points for the 130-43 Line Reroute	4
Figure 2: Electric Field Strength for Span W17 to SP18	6
Figure 3: Electric Field Strength for Span SP18 to SP19.....	7
Figure 4: Electric Field Strength for Span SP19 to W20	7
Figure 5: L90 Magnetic Field Strength for Span W17 to SP18	9
Figure 6: Maximum Magnetic Field Strength for Span W17 to SP18	9
Figure 7: L90 Magnetic Field Strength for Span SP18 to SP19.....	10
Figure 8: Maximum Magnetic Field Strength for Span SP18 to SP19.....	10
Figure 9: L90 Magnetic Field Strength for Span SP19 to W20	11
Figure 10: Maximum Magnetic Field Strength for Span SP19 to W20	11

1.0 INTRODUCTION

1.1 Project Discussion

POWER Engineers, Inc. (POWER) has been tasked by PECO to analyze the electric and magnetic fields (EMF) for the reroute of the existing PECO 138 kV transmission line (130-43 line). The reroute of the 130-43 line includes adding two new monopole structures SP18 and SP19 and redirecting the existing PECO line to the new structures and then returning to its original path. The reroute of the 130-43 line is to avoid the CSX bridge super structure and to meet NESC clearance criteria.

The purpose of this study is to perform calculations to determine the EMF levels for the proposed reroute of the 130-43 Line (to be referenced as "130-43 reroute" herein). The study does not consider the full length of the 130-43 line in the analysis, and only focuses on locations where the highest electric and magnetic field values would be contributed by the 130-43 line along the reroute segment. The section of line included in this analysis is from structure W16 to W20 which includes the PECO 130-43 reroute Amtrak's 138 kV line and the PECO 220-37 line that is built above this section of 130-43. Note that as the Amtrak line operates at a different electrical frequency than PECO's 60 Hz power system, which results in constructive or deconstructive effects on EMF results as the sine waves of the lines vary, the Amtrak line was modeled physically but was not energized.

There are no defined electric or magnetic field limits for Pennsylvania. However, to provide a point of comparison to the limits calculated in this study, IEEE Std. C95.6-2002 maximum permissible exposure (MPE) limits are provided in Table 1 and are shown as points of reference to the values calculated in the plots found in the Section 4.

STANDARD	ELECTRIC FIELD		MAGNETIC FIELD	
	In ROW	Edge of ROW	In ROW	Edge of ROW
IEEE Std C95.6-2002	10 kV/m	5 kV/m	9,040 mG	9,040 mG

1.2 Summary

EMF levels have been analyzed for the PECO 130-43 reroute and are the only the highest electric and magnetic field values are provided in this report.

Electric and magnetic fields were analyzed at a minimum conductor height, at a sensor height of one meter above the ground. In this report, the highest electric and magnetic field results for both L90 and maximum loadings are reported based on the 130-43 reroute. This analysis will evaluate the change in EMF levels from the existing alignment versus the proposed alignment at lowest conductor height per evaluated span. Any changes to the characteristics of the conductors or their arrangement could affect the results of the study and may need to be further investigated. See Sections 4.1 and 4.2 for further

discussion of the EMF results. Table 2 provides the highest electric and magnetic field values contributed by the 130-43 reroute inside the right-of-way (ROW) and at the edge of the ROW for Electric and Magnetic field along the rerouted spans of the 130-43 line.

Additionally, the 130-43 reroute calculated results were plotted against calculated existing system results. In general, the electric field results showed a slight improvement in that they were lower, whereas the magnetic field results showed a slight increase. Section 4.1 and 4.2 provide a more detailed comparison of these results.

TABLE 2: ELECTRIC AND MAGNETIC FIELD RESULTS					
CASE	EDGE OF ROW		WITHIN ROW		REFERENCE TABLE
	Allowable Limit	Maximum Calculated	Allowable Limit	Maximum Calculated	
Electric Field	5 kV/m	0.44 kV/m	10 kV/m	0.46 kV/m	Table 4
Magnetic Field (L90 Loading)	9,040 mG	15.9 mG	9,040 mG	18.8 mG	Table 5
Magnetic Field (Maximum Loading)	9,040 mG	35.3 mG	9,040 mG	39.2 mG	Table 5

2.0 EMF DATA

Electric and magnetic fields (EMF) discharge from a transmission line is based on the electrical and physical characteristics of the transmission line. A copy of the drawings used for this investigation is included in Appendix A.

Specifically, the primary characteristics affecting the investigation are:

- Voltage and current loading of the PECO 60 Hz transmission lines.
- Physical conductor characteristics and bundling.
- Relationship of each phase conductor to the other phases and shield wires.
- Height of the conductors from ground.

The data used for this analysis is listed below. Should any of this data change, the electric and magnetic field calculation results will also change.

- Voltage:
 - 130-43 line:
 - Existing: 144.9 kV (105% of 138 kV nominal)
 - Reroute: 144.9 kV (105% of 138 kV nominal)
 - 220-37 line: 231 kV (105% of 220 kV nominal)

- Conductor:
 - 130-43 line:
 - Existing: 795 kcmil 26/7 ACSR Drake
 - Reroute: 795 kcmil 26/7 ACSR Drake
 - 220-37 line: 1590 kcmil 54/19 ACSR Falcon
 - Double Bundle with 18 inch spacing

- OHGW:
 - 130-43 Line:
 - Existing: 4/0 AWG Copper*
 - Reroute:
 - SP18 to SP19: 7 No 5 Alumoweld**
 - W18 to W20: 9/16" Copperweld*
 - W16 to W18: 4/0 Copper*

*Presently the shield wire from W18 to W20 is broken and is being replaced in the reroute.

** The shield wire from structure SP18 to SP19 will only be connected to these two structures and is not connected to the structures W17 and W20.

Note that the following assumptions were made in this analysis:

- The Amtrak line was not energized for the analysis as the line operates at an electrical frequency different than PECO's 60 Hz power system. This assumption is made based on differing frequencies from a 60 Hz system having a deconstructive or constructive effect on the resulting sine wave of the line.
- The Amtrak line was modeled as a 4/0 AWG copper cable.
- The phasing shown in the Plan and Profile drawing is labeled as 1-2-3 and assumed to be A-B-C phasing in the analysis.

Table 3 shows the L90 and maximum loadings provided by PECO in an email, dated February 20th, 2019. The email provided the L90 and max loadings for the two lines, 130-43 reroute and 220-37 Line.

TABLE 3: PROPOSED CORRIDOR CIRCUIT LOADING		
TRANSMISSION LINE	L90 LOADING (AMPS)	MAXIMUM LOADING (AMPS)
130-43	271	456
220-37	683	1642

The lowest point in each of the spans from W17 to W20 was chosen as a point of interest. The lowest point between structure W16 and W17 was not analyzed because the line is presently the same in the analysis. These locations are shown in Figure 1 below.

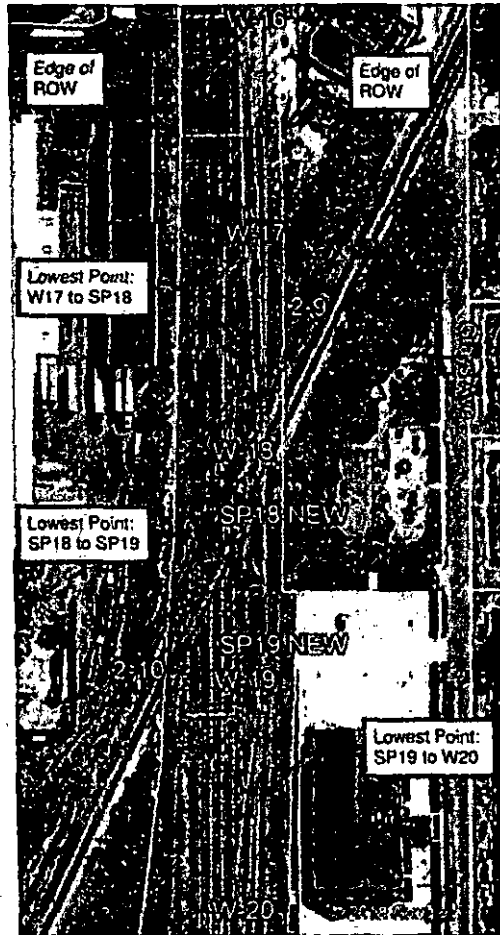


Figure 1: Lowest points for the 130-43 Line Reroute

3.0 ELECTRIC AND MAGNETIC FIELD (EMF) ANALYSIS OVERVIEW

The EMF analysis was performed using the Safe Engineering Services (SES) Current Distribution, Electromagnetic interference, Grounding and Soil analysis (CDEGS) computer program (version 16.0.8590). The analysis for this study involved creating a three-dimensional model of the power lines throughout the transmission line corridor for the 130-43 reroute. The HIFREQ module of the CDEGS software can analyze a three-dimensional system at any given frequency (accurately up to the megahertz range) and can calculate the electromagnetic fields throughout the areas modeled. Based on these effects, electric and magnetic fields (EMF) can be calculated at any point in space (the maximum values are determined from this investigation). These values can then be tabulated or plotted in color plots and/or presented as numerical values on a plot of any part of the line system. Due to the model complexity and the varying functionalities of the HIFREQ software, there is no simple way to plot out a specific summary. Therefore, the results are presented in a simplified tabular and graphical form for this analysis.

An electric or magnetic field strength is represented by three orthogonal components in space, which vary in time. These orthogonal components are represented by a field ellipse located in three dimensions and is characterized by its major and minor axis. The maximum value of the field ellipse is typically reported as the semi-major axis (one-half of the major axis magnitude). Results in this report are tabulated as the maximum resultant field (RMS magnitude of the semi-major and semi-minor axis magnitudes). Dependent upon the polarization of the field, the resultant field can either be equal to or larger than the magnitude of the maximum field magnitude. Therefore, it is considered a conservative prediction of the expected electric and magnetic fields.

The electric field strengths are primarily a function of the maximum operating voltage of conductors. Therefore, the electric fields are calculated at maximum operating voltage (105% rating). Magnetic field strengths are primarily a function of the line current loading, which varies over time. Therefore, the magnetic fields calculations are performed at both L90 and maximum load ratings.

The EMF levels are typically depicted at various points across the ROW. Therefore, values reported include the maximum values within the ROW for the given structures, along with the calculated values at the edge of the ROW. Also included for reference are plots of the results for all analyzed values across the entire width of the ROW and beyond the ROW.

For this investigation, electric and magnetic fields were analyzed as follows:

- A minimum conductor height (mid-span, maximum sag), as this location will produce the highest electric and magnetic field values.
- A calculation height of one meter (approximately 3.28 feet) above ground.

4.0 RESULTS

Three EMF profiles were analyzed and were placed in the corridors mid-span at the location of lowest conductor height. The tabulated EMF results shown below report the highest electric and magnetic field values created by the 130-43 reroute at the ROW locations. The figures below are centered along the W16 to W20 structures and the ROW is calculated at each span. See drawing 031002011 in appendix A for more reference on the ROW.

Note that presently the shield wire between structure W18 and W20 is broken and is being replaced in the reroute. The EMF analysis includes the shield wire continuous as intended between structures W18 and W20 for the existing part of the analysis.

4.1 Electric Field Results

The electric field strength is a measure of the force per unit charge at a given point in space relative to a charged object. It is typically measured in volts or kilovolts per meter (kV/m). Table 4 shows a summary of the highest electric field values in the right-of-way (ROW) and at the edge of the ROW. Since the electric field strength is a direct result of the voltage associated with the line, the predicted values for each loading condition will not vary and only one case for each structure is presented below.

The figures below show plots of the electric field strength across the right-of-way for each of the rerouted spans on the 130-43 line. Each of the plots below are centered at the existing shield wire for a comparison reference. Note that the values for the 130-43 reroute have either decreased or increased due to the change in geometry and the effects of shielding from objects in the area.

TABLE 4: MAXIMUM ELECTRIC FIELD STRENGTHS						
LOCATION	EXISTING VS REROUTE	CALCULATED (kV/m)		IEEE STD C95.6 LIMIT (kV/m)		REFERENCE FIGURE
		EDGE OF ROW	IN ROW	EDGE OF ROW	IN ROW	
Span from Structure W17 to SP18	Existing	0.21	0.34	5.0	10.0	FIGURE 2
	Reroute	0.29	0.36			
Span from Structure SP18 to SP19	Existing	0.67	0.92	5.0	10.0	FIGURE 3
	Reroute	0.44	0.46			
Span from Structure SP19 to W20	Existing	0.40	0.40	5.0	10.0	FIGURE 4
	Reroute	0.20	0.22			

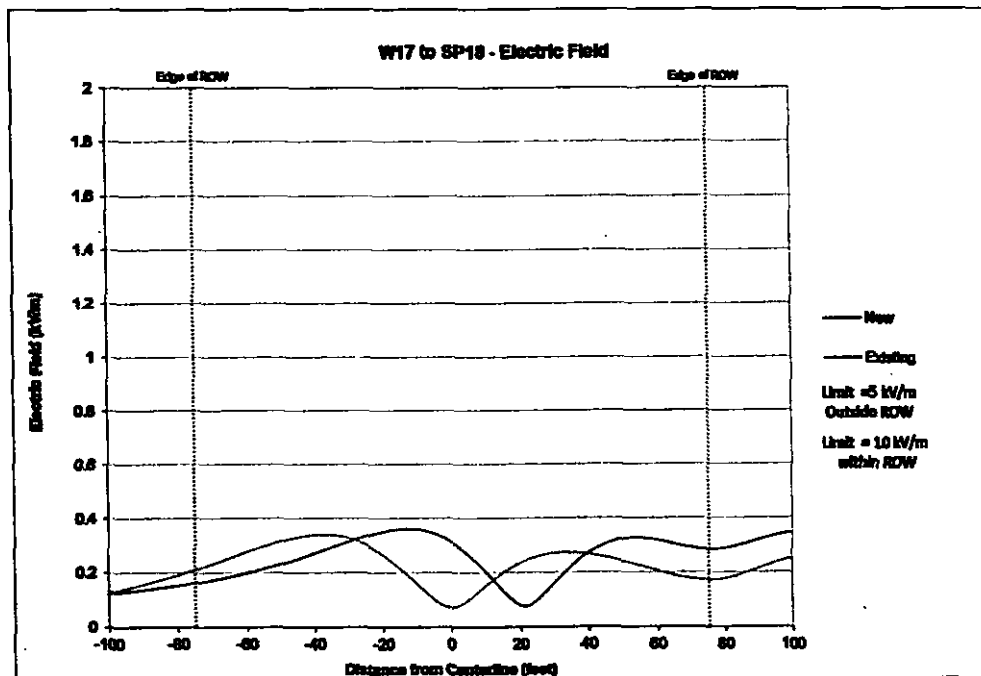


Figure 2: Electric Field Strength for Span W17 to SP18

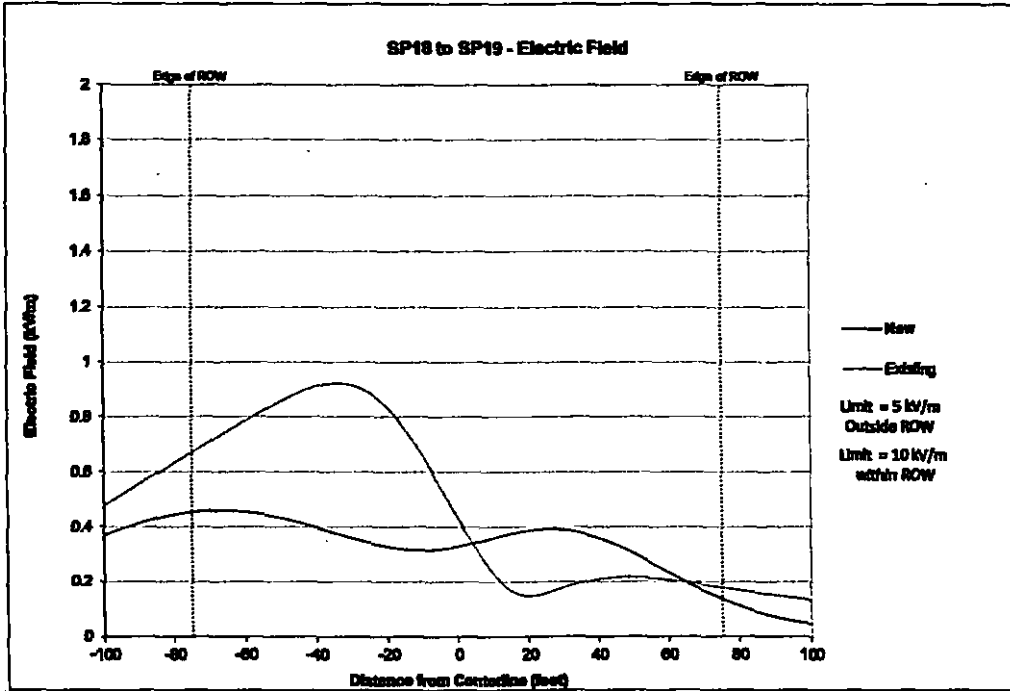


Figure 3: Electric Field Strength for Span SP18 to SP19

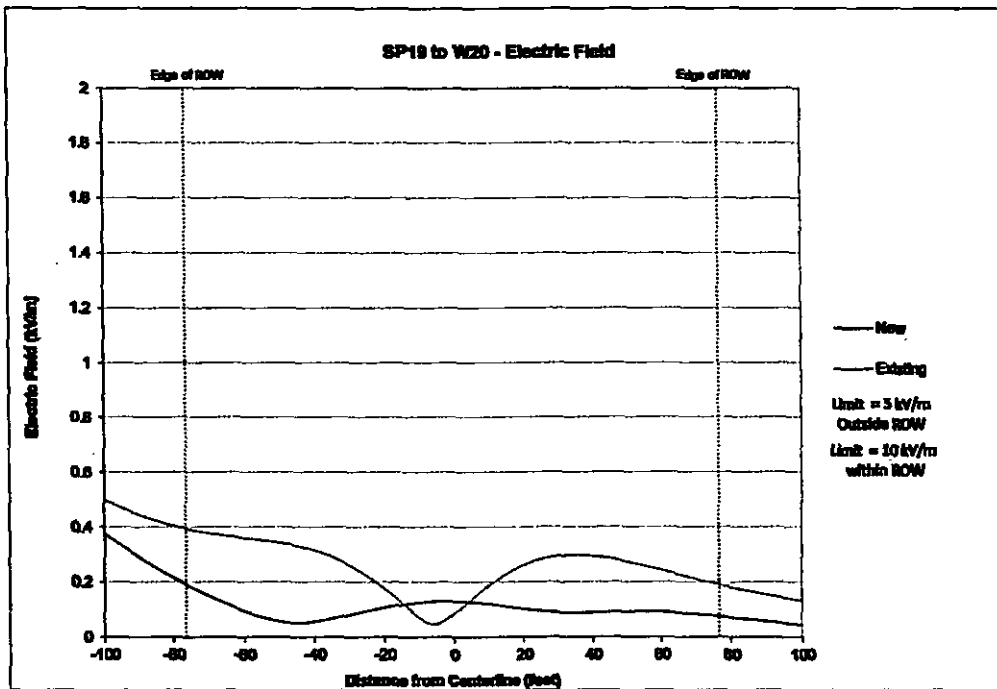


Figure 4: Electric Field Strength for Span SP19 to W20

4.2 Magnetic Field Results

Table 5 lists the calculated magnetic field strengths for the 130-43 reroute at the lowest point for each span. The figures below show plots of the magnetic field strength across the right-of-way for each of the rerouted spans on the 130-43 line. Each of the plots below are centered at the existing shield wire for a comparison reference. Note that the values for the 130-43 reroute have either decreased or increased due to the change in geometry, such as the rolling of phases to the new structure and the change from a horizontal to a vertical structure.

TABLE 5: MAXIMUM MAGNETIC FIELD STRENGTHS

LOCATION	LOADING SCENARIO	CALCULATED (mGAUSS)		IEEE C95.6 LIMIT (mGAUSS)		REFERENCE FIGURE
		EDGE OF ROW	IN ROW	EDGE OF ROW	IN ROW	
Span from Structure W17 to SP18	Existing L90	16.0	20.5			Figure 5
	Reroute L90	15.9	18.8			
	Existing Maximum	35.5	41.2	9,040	9,040	Figure 6
	Reroute Maximum	35.3	39.2			
Span from Structure SP18 to SP19	Existing L90	8.8	8.8			Figure 7
	Reroute L90	12.3	12.5			
	Existing Maximum	23.5	23.5	9,040	9,040	Figure 8
	Reroute Maximum	29.6	29.6			
Span from Structure SP19 to W20	Existing L90	10.9	10.9			Figure 9
	Reroute L90	11.3	11.3			
	Existing Maximum	25.6	25.6	9,040	9,040	Figure 10
	Reroute Maximum	26.8	26.8			

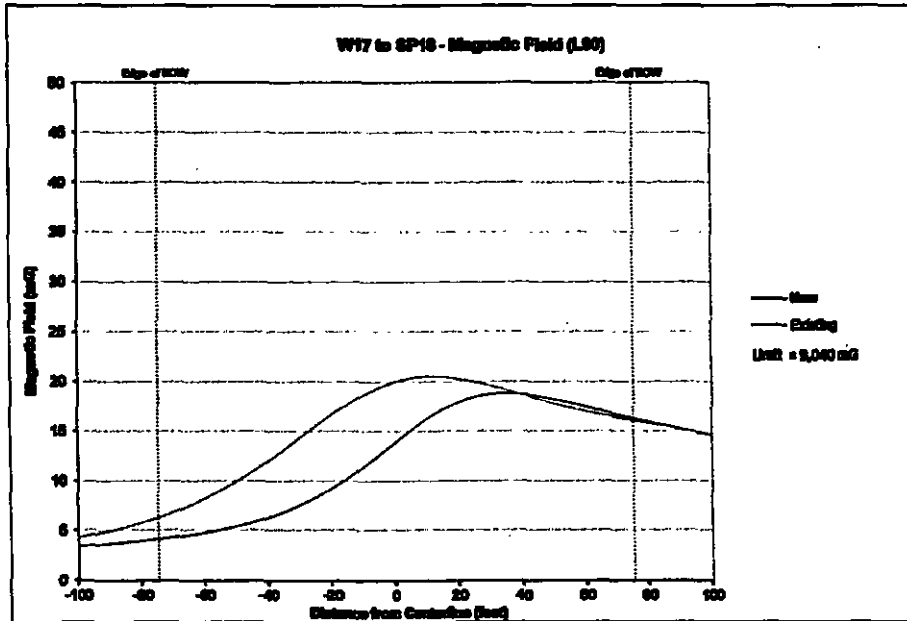


Figure 5: L90 Magnetic Field Strength for Span W17 to SP18

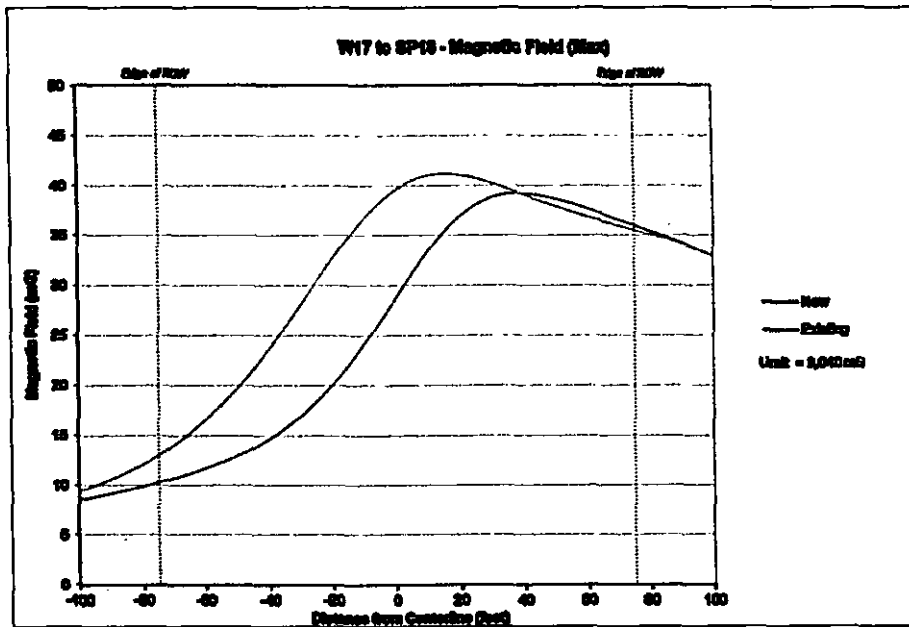


Figure 6: Maximum Magnetic Field Strength for Span W17 to SP18

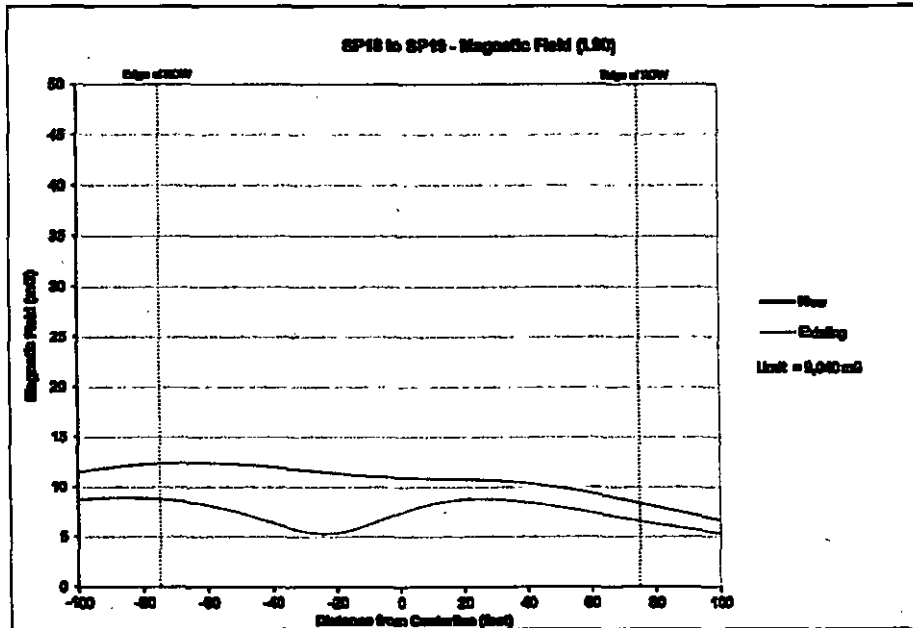


Figure 7: L90 Magnetic Field Strength for Span SP18 to SP19

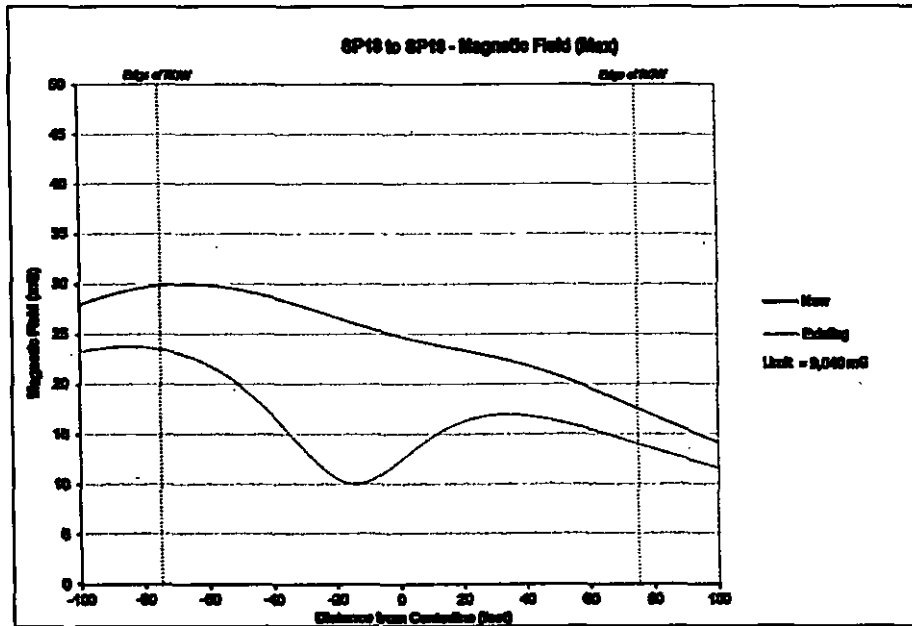


Figure 8: Maximum Magnetic Field Strength for Span SP18 to SP19

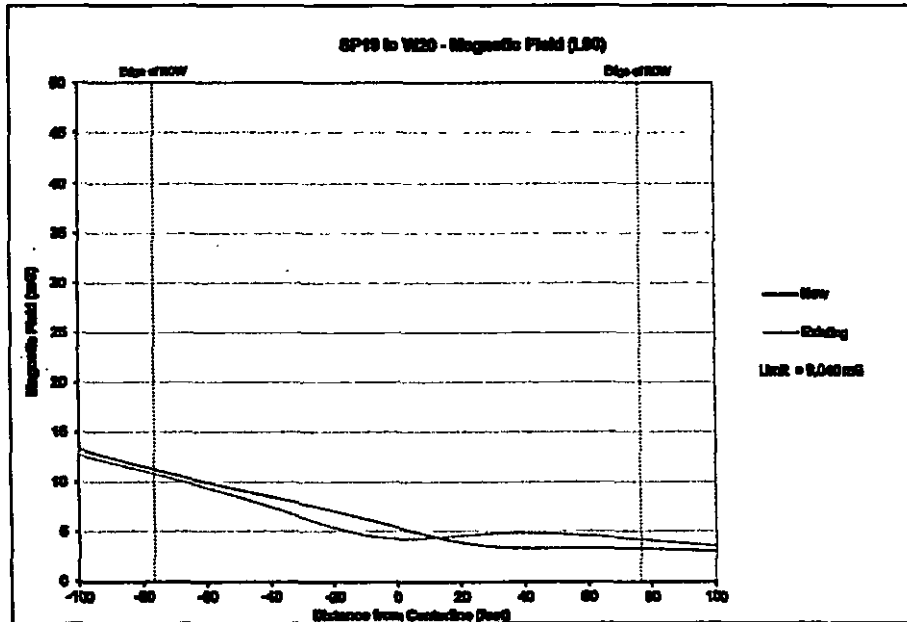


Figure 9: L90 Magnetic Field Strength for Span SP19 to W20

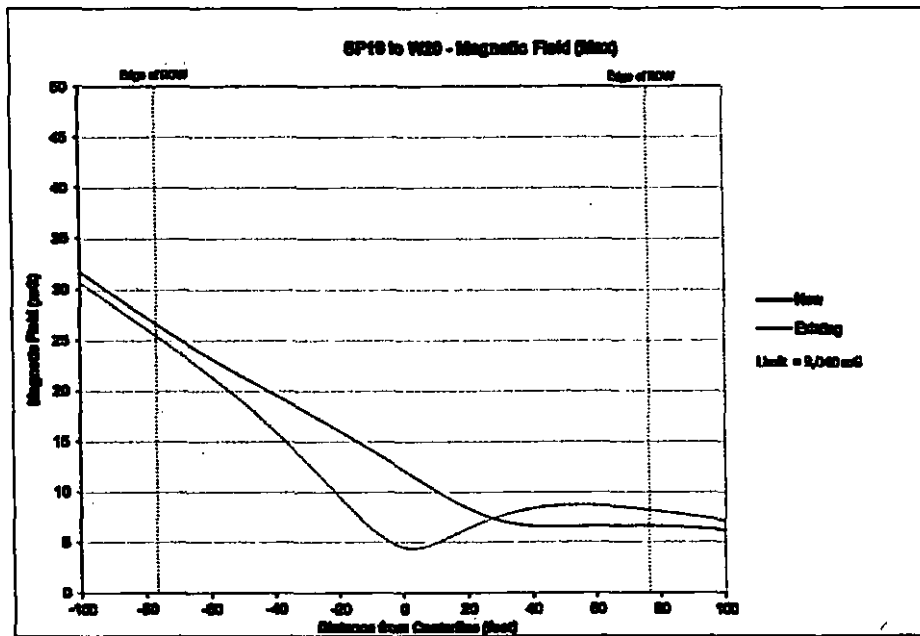


Figure 10: Maximum Magnetic Field Strength for Span SP19 to W20

5.0 CONCLUSION

EMF levels have been analyzed for the PECO 130-43 reroute and compared against calculated existing results. In general, the electric field results showed a slight improvement in that they were lower, whereas the magnetic field results showed a slight increase. There are no governing limits to electric and magnetic field limits nationally or for the state of Pennsylvania. However, the investigation indicates that the 60 Hz electrical loading for both the electric field and the magnetic field were below the maximum permissible exposure (MPE) limits defined in IEEE Std C95.6-2002. Electric and magnetic fields were analyzed at a minimum conductor height, with a sensor height of one meter (3.28 feet) and reported as the maximum resultant field. The electric and magnetic field strengths fall significantly below the limits used for this analysis.

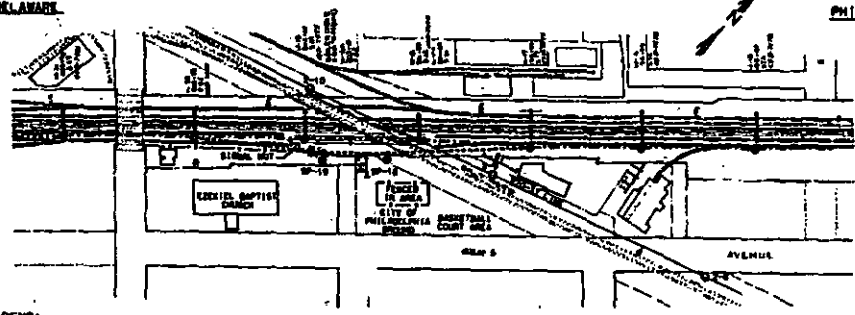
APPENDIX A – DRAWINGS

601012-3

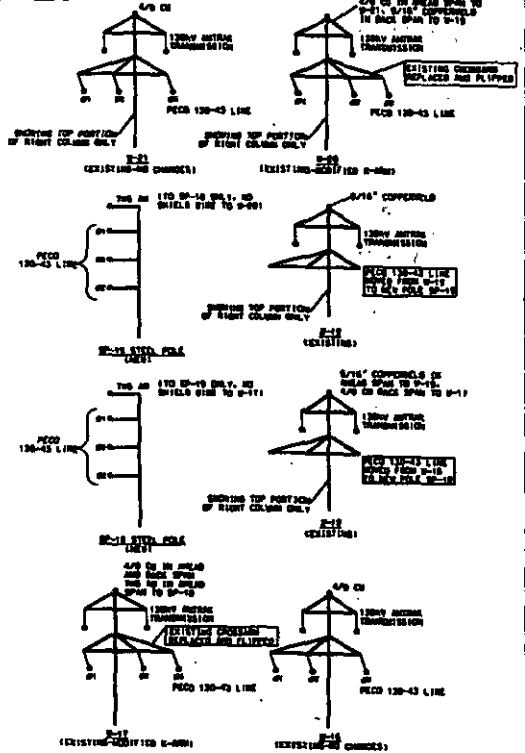
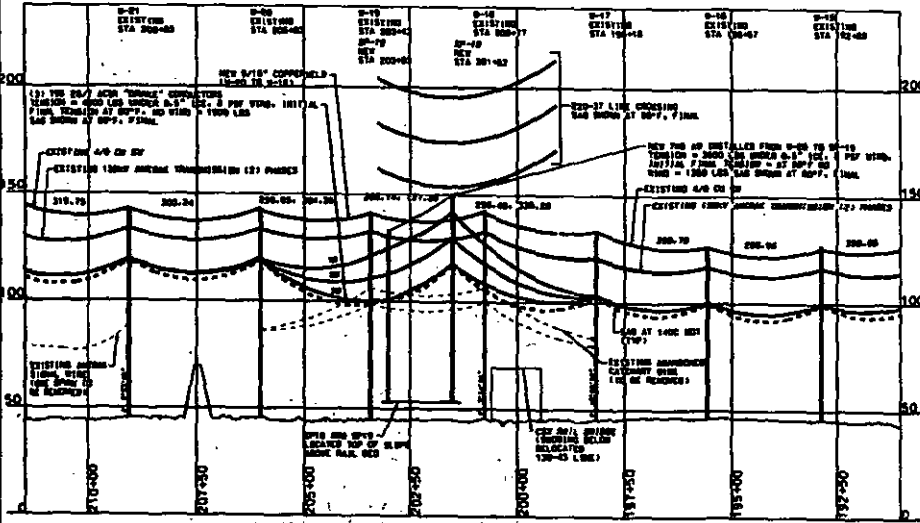
DELAWARE

PHILADELPHIA

ROUTE ATLANTIC



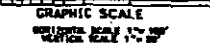
LEGEND:
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 - - - - - PROPOSED ALIGNMENT



STRUCTURE DIAGRAMS
 LOOKING TOWARDS PHILADELPHIA

LEGEND:
 --- EXISTING STR. ATTACHMENT
 - - - - - EXISTING STR. ATTACHMENT

NOTES:
 1. FOR CLARITY, EXISTING CEMENTY STREETS NOT SHOWN.
 2. SCOPE OF WORK INDICATED:
 - NEW BRIDGE STRUCTURES 11 AND 12-15 OUTSIDE OF THE RAIL TRACKS.
 - EXISTING BRIDGE STRUCTURES 11 AND 12-15.
 - EXISTING BRIDGE STRUCTURES 11 AND 12-15 TO BE RECONSTRUCTED TO 120-43 LINE GRADE. THE EXISTING BRIDGE WIDE IN THESE SPANS SHALL BE MAINTAINED.



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1	DESIGNED			
2	DRAWN			
3	CHECKED			
4	APPROVED			

INDEX E-00000
 PLAN AND PROFILE
 BRIDGE OVER RAIL TRACKS
 FROM STATION 120-43 TO 120-44
 PHILADELPHIA, PA.
 SHEET 1 OF 1 C-210108-A4

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~~MAR 18 2019~~

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PECO LON 130-43

PECO Attachment Q16

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

PECO Energy Company Letter of Notification :
Pursuant to 52 Pa. Code 57.72(d)(1)(v) and ((vi) : A-
For the Reconstruction and Reconductoring of :
Three Spans of PECO's 130-43 Line :

Certificate of Service

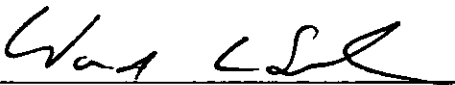
I, Ward Smith, hereby certify, pursuant to 52 Pa. Code §57.74, that I have this day served a copy of PECO Energy Company's Letter of Notification for the Reconstruction and Reconductoring of Three Spans of PECO's 130-43 Line on the individuals and entities named on the attached certificate of service by registered or certified mail, return receipt requested.

Dated at Philadelphia, Pennsylvania, March 18, 2019.

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU


Ward L. Smith
Counsel for PECO Energy Company
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699

A- _____ LETTER OF NOTIFICATION FOR 130-43

SERVICE LIST

Philadelphia Mayor James Kenney
City Hall, Office 215
Philadelphia, PA 19107
(Chief Executive Officer, City of Philadelphia)

Philadelphia City Council President Darrell C. Clarke
City Hall, Room 313
Philadelphia, PA 19107
(Governing Body, City of Philadelphia)

Department of Licenses and Inspections
City of Philadelphia
Municipal Services Bldng, 11th Floor
1401 John F. Kennedy Blvd
Philadelphia, PA 19102
(Body charged with the duty of planning land use, City of Philadelphia)

Department of Environmental Protection
Rachel Carson State Office Building
400 Market Street
Harrisburg, PA 17101

Secretary, Department of Transportation
Keystone Building
400 North St., Fifth Floor
Harrisburg PA 17120

Chairman, Historical and Museum Commission
State Museum Building
300 North Street
Harrisburg, PA 17120

CSX Corporation
500 Water Street
Jacksonville, Florida 32202

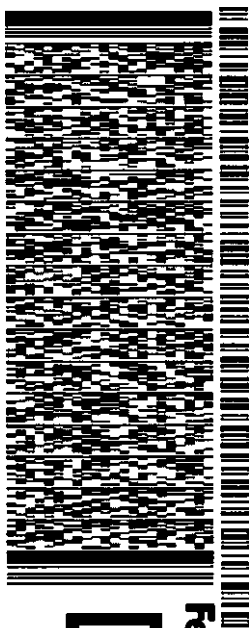
Senior Managing Engineer
National Passenger Railroad Corporation
30th Street Station
Mail Box 64
2955 Market Street
Philadelphia PA 19104

ORIGIN ID: REDA (215) 841-5353
ANITA ZAKETA
2301 MARKET STREET
S23-1
PHILADELPHIA, PA 19103
UNITED STATES US

SHIP DATE: 19MAR19
ACTWGT: 1.00 LB
CAD: 102138557/NET/4100
BILL SENDER

TO ALLYSON E. LEONARD
PA PUBLIC UTILITY COMMISSION
COMMONWEALTH KEYSTONE BLDG
400 NORTH STREET
HARRISBURG PA 17105
(215) 841-5353
REF: 2019-000280
DEPT:
PO:

565J1#46D3/23AD

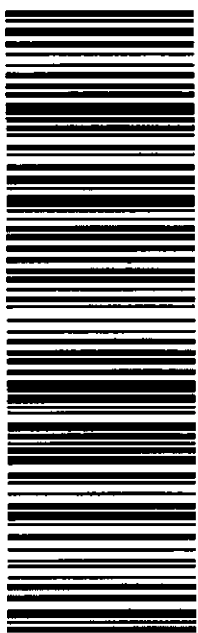


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0201

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