



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, Pa. 17120

May 28, 1985

IN REPLY PLEASE  
REFER TO OUR FILE

C-19707

To All Parties

Department of Transportation of the Commonwealth of Pennsylvania  
v.  
Reading Company, Debtor, Borough of Conshohocken, Borough of West Conshohocken and County of Montgomery.

TO WHOM IT MAY CONCERN:

Enclosed is a copy of a proposed Initial Decision prepared by Administrative Law Judge Joseph J. Klovekorn.

An original and nine (9) copies of signed exceptions to the decision, if any, MUST BE RECEIVED BY THE SECRETARY OF THE COMMISSION IN ROOM B-18, NORTH OFFICE BUILDING, NORTH STREET AND COMMONWEALTH AVENUE, HARRISBURG, PENNSYLVANIA 17120 and a copy to each party of record within 15 days of the date of this letter.

Replies to the exceptions, if any, must be filed with the Secretary of the Commission within 20 days of the date of this letter.

Exceptions and reply exceptions shall obey 1 Pa. Code 35.212, particularly the 50 page limit.

Exceptions should be clearly labeled as "EXCEPTIONS OF (name of party) - (protestant, complainant, staff, etc.)". Do NOT label exceptions as a "Brief" or "Brief on Exceptions".

All timely filed exceptions and replies thereto will be attached to the decision for consideration at Public Meeting. Late filed exceptions and late filed replies will not be attached.

cc:ALJ Klovekorn/Office of ALJ/Bureau of S & C/Law Bureau/Mr. Bramson/OSA/Chairman/Commissioners  
Correspondence/our file

lg

Enclosures  
Certified Mail  
Receipt Requested  
Similar letter to: See attached list.

Very truly yours,  
*William H. Smith*  
William H. Smith  
Chief Administrative Law Judge

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Department of Transportation :  
of the Commonwealth of :  
Pennsylvania :

v. :

C-19707

Reading Company, Debtor, :  
Borough of Conshohocken, :  
Borough of West Conshohocken :  
and County of Montgomery :

RECOMMENDED DECISION

before

Joseph J. Klovekorn  
Administrative Law Judge

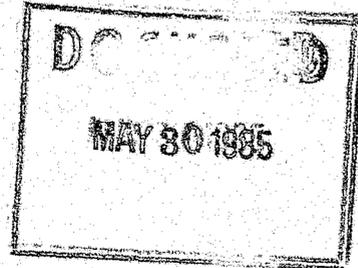


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## I. HISTORY

This matter is before the Commission upon complaint filed by Pennsylvania Department of Transportation (PennDOT) on September 27, 1972, alleging that the Matsonford Bridge structure, connecting the Boroughs of Conshohocken and West Conshohocken, in Montgomery County, which structure crosses over and above the grade of the tracks of Reading Company [now part Conrail and part SEPTA], on each side of the Schuylkill River is in a state of disrepair. It is further alleged that maintenance responsibilities of this bridge were assigned by order of this Commission, issued December 13, 1937, at Complaint Docket No. 11279, and that parties therein obligated have refused to agree to bear the cost of repairs necessary to be performed on portions of the structure for which they are responsible.

Attached to the complaint were PennDOT Exhibits Nos. 1 and 2, being plans outlining the repairs necessary to ensure the future life of the structure, estimated to cost \$655,534.20. PennDOT requested this Commission to adopt said plans and to direct it to make necessary repairs to the structure and to order the respective parties to reimburse it in accordance with the provisions of the order issued December 13, 1937, at C. 11279.

A field conference and investigation was held at the site of the subject crossing, above grade, and formal

hearing upon the matters and things involved was held on December 20, 1972.

Thereafter, this Commission on January 15, 1974, adopted an order sustaining the complaint and ordering PennDOT to undertake repairs and rehabilitation of the main structural elements, contiguous ramps and highway approaches to the Matsonford Bridge.

On December 16, 1974, PennDOT filed a petition seeking modification of this Commission's order of January 15, 1974, in which it requested that the Matsonford Bridge be reconstructed rather than rehabilitated. PennDOT alleged that inspections of the structure in July and August 1974 resulted in the conclusion that rehabilitation was no longer economically feasible. Formal hearing upon the necessity for reconstruction was held April 15, 1975.

The petition of PennDOT was granted by order of this Commission adopted October 21, 1975, (entered October 24, 1975). In granting said petition the Commission stated "that the department's alternative proposal for major reconstruction will provide an improvement of far greater present and future value than that which would be afforded through a program of extensive repairs". PennDOT was ordered to prepare detailed construction plans within 12 months.

The Borough of Conshohocken by letter petition of November 11, 1976, requested enforcement of the Commission's order to require PennDOT to complete the detailed

construction plans. The Borough alleged that the plans had not been completed and the bridge continued to deteriorate thus requiring repairs.

PennDOT on December 16, 1976, submitted a petition requesting modification of the Commission's order of October 21, 1975, in the nature of a time extension. PennDOT contended that the Matsonford Bridge was not on the Commonwealth of Pennsylvania's twelve year highway program nor on the approved Capital Budget. Therefore, PennDOT was not financially able to proceed with the detailed construction plans and cost estimates in accordance with the Commission's order.

The Commission directed that a hearing be held to consider the two petitions. Hearing was held March 10, 1977, before ALJ Rudolph S. Pallastrone. Considering the fact presented by the parties, the ALJ decided and the Commission agreed, "that PennDOT cannot avoid the clear mandates of the Public Utility Commission Law and the Lawful Order of the Commission". PennDOT was therefore directed by the Commission, order of November 22, 1977, to prepare detailed construction plans for reconstruction of the Matsonford Bridge.

PennDOT on February 8, 1978, filed an appeal with Commonwealth Court to the Commission's order. By opinion filed April 7, 1981, Commonwealth Court affirmed the order of this Commission.

PennDOT on March 16, 1984 filed a petition for modification of the Commission's order of October 21, 1975. In its Petition PennDOT stated that it had completed construction plans for replacement of the Matsonford Bridge. However, because of limited space available to construct the new bridge, it was not feasible to re-attach the two existing ramps to the new bridge. This would require that a new bridge and access road be constructed by extending Bullock Street in West Conshohocken Borough. Also, this would require that the approaches to the Harry Street at-grade crossing be reconstructed and a new access road, (No. 2), be constructed. PennDOT also stated that to accommodate detoured southbound traffic it will be necessary to construct a temporary ramp and temporary at-grade crossing to I-476, Mid-County Expressway.

A field investigation and conference was held on March 28, 1984, by a Commission staff engineer to consider PennDOT's petition for modification. A hearing was held on July 12, 1984, before ALJ Joseph Klovekorn. The record consisted of 82 pages of testimony, 5 exhibits by PennDOT, 4 exhibits by Philadelphia Electric Company, 7 exhibits by Philadelphia Suburban Water Company and 2 exhibits by Bell Telephone.

## II. SUMMARY OF TESTIMONY

### PennDOT

Mr. Milton Davis, a grade crossing Engineer, appeared and testified on behalf of PennDOT. Mr. Davis identified the following exhibits: Exhibit A, 31 sheets of plans titled drawings authorizing acquisition of right-of-way; Exhibit B, 8 sheets of bridge plans; Exhibit C, 1 page document of estimate cost of construction; Exhibit D-1 and D-2 being estimated traffic counts during construction and after the new bridge is opened to traffic. The proposed highway project will involve: (1) demolition and reconstruction of the Matsonford Bridge; (2) construction of Access Road No. 1 including a bridge over Conrail tracks from Bullock Street to a point under the Matsonford Bridge; (3) reconstruction of Harry Street including reconstruction of the at-grade rail-highway crossing involving SEPTA tracks and Harry Street; (4) construction of Access Road No. 2 from Harry Street under and north of the Matsonford Bridge; (5) reconstruction of Oak Street; (6) construction of temporary entrance and exit ramps to I-476 to facilitate detoured traffic; (7) construction of a temporary at-grade rail-highway crossing involving the Upper Merion & Plymouth Railroad and the temporary entrance ramp to I-476; (8) repairs to Colwell Lane and adjustments to the traffic signals along the detour route. PennDOT's estimated cost for highway and bridge construction work is \$10,726,602. PennDOT estimates that it

will cost an additional \$500,000 to acquire the necessary highway right-of-way.

PennDOT will perform all of the work related to the Matsonford Bridge, the new access roads, and the temporary roadways that will be used as detour routes. PennDOT will also perform the work of relocating the SEPTA catenary tower and removal of siding track in the vicinity of Harry Street. This also includes work to upgrade the crossing surface and renew and improve the crossing protection at Harry Street.

PennDOT requests that all non-carrier utility facility relocations be performed by the respective utility companies.

PennDOT agrees to bear the cost of constructing the new Matsonford Bridge, new access roads, temporary detour, entrance and exit ramps to and from I-476, and Conrail's and SEPTA's force account work. PennDOT recommends that Conshohocken borough bear 10% of the cost incurred by SEPTA for improving the protection and highway crossing surface at the Harry Street crossing. This would be in accordance with the funding requirements of the Federal 203 program funds to be utilized for the Harry Street crossing. PennDOT agrees to bear the cost of railroad right-of-way needed for the construction of the highway project. PennDOT does not agree to bear any cost

incurred by any private non-carrier utility company in relocating its facilities which are presently located in public right-of-way.

PennDOT agrees to assume maintenance responsibilities for the Matsonford Bridge, except those portions of the substructure and the underside of the superstructure over adjacent railroad operating right-of-way. PennDOT requests that the respective railroad companies be assigned responsibility for maintaining those portions of the Matsonford Bridge. PennDOT requests that Access Road No. 1 and the associated bridge over tracks of Conrail be maintained by parties other than PennDOT. Also, the local streets altered or improved by the highway project should be maintained by the respective local municipalities, and that the Harry Street at-grade crossing surface and warning devices should be maintained by SEPTA.

PennDOT requests that the structural metal plate arches under Oak Street and Fayette Street all over Philadelphia Electric Company right-of-way be maintained by Montgomery County. This is based on the fact that they are being constructed to provide an open way for the Montgomery County bikeway.

PennDOT requests that maintenance of the new highway lighting facilities and cost to energize them should be assigned based on the format of the Commission's order of December 13, 1937, in complaint C-11729. Also, traffic

signals, sidewalks and curbs should be maintained by the respective local municipality.

PennDOT states that the construction of the highway improvement will require the establishment of a detour. The proposed detour will utilize I-476 to cross the Schuylkill River. Temporary entrance ramp will be constructed from Elm Street in Plymouth Township to I-476. Temporary exit ramp will be constructed from I-476 to Brook Road in Plymouth Township. Cars and light trucks will utilize Brook Road to Colwell Lane to 6th Avenue to Fayette Street. The truck detour will utilize Brook Road to Colwell Lane to Elm Street to Fayette Street. PennDOT will establish, erect, and maintain the detour as well as the highway pavement on those portions of the detour over local streets.

PennDOT anticipates start of construction of the project in Spring 1985 with completion by the end of 1987.

Upon cross-examination Mr. Davis testified that the Billion Dollar Bridge Bill (Act 1982-235) provides for \$7.7 million for the replacement of the Matsonford Bridge. He also stated that PennDOT would bear the cost of protection [railroad active warning devices], signing, and barricades where the temporary entrance ramp will cross the Upper Merion and Plymouth Railroad.

Philadelphia Electric Company

Mr. Edward Silver, senior engineer, appeared and testified on behalf of Philadelphia Electric Company (PECO). Mr. Silver identified the following: Exhibit 1 - Plan of Existing and Proposed Gas Mains and Exhibits 1A, 1B, and 1C - Preliminary Estimate of Utility Relocation Costs. The present facilities of PECO (Gas Division) consist of a 20-inch main in Front Street, West Conshohocken Borough, which splits at the west end of the Matsonford Bridge into a 20-inch main across the bridge and a 16-inch main which goes in a southerly direction to the Chester Gas Plant. On the Matsonford Bridge, there is an active 20-inch main and an inactive 12-inch main. The 20-inch main leaves the eastern end of the bridge at Pier No. 11 and then follows along Washington Street [Access Road No. 2]. There are several gas customers along the west bank of the Schuylkill River at the west end of the bridge. Gas service is provided to these customers from the 20-inch main attached to the bridge.

PECO proposes to alter its gas facilities by (1) construction an 8-inch main along PECO's existing right-of-way [formerly Conrail's Phoenixville Branch] to maintain service while the 20-inch main on the bridge is out of service, (PECO Exhibit No. 1A); (2) constructing a 2-inch service line along Access Road No. 1 to serve the customers in that area, PECO Exhibit No. 1B; and (3) constructing an

8-inch main on the new Matsonford Bridge, PECO Exhibit No. 1C.

PECO also proposes to alter 2 utility poles supporting 13,000 volt aerial facilities. One pole is at West Elm and Oak Street and the other is at the end of Access Road No. 2.

All of PECO's existing gas and electric facilities are located in public right-of-way. It estimates the cost to alter its facilities as follows:

Install 8-inch main in PECO right-of-way (Exhibit No. 1A.)	\$180,680.00
Install 4-inch and 2-inch service line in Access Road No. 1 (Exhibit No. 1B)	\$ 17,110.00
Install 8-inch main on new Matsonford Bridge (Exhibit No. 1C)	\$ 72,130.00
Relocate 2 electric poles	<u>\$ 4,000.00</u>
Total	\$273,920.00

PECO agrees to perform the necessary alterations to its facilities but does not agree to bear the cost of such work. PECO agrees to assume the responsibility for maintenance of its altered facilities.

On cross-examination, Mr. Silver testified that the mains [20-inch active and 12-inch inactive gas mains] on the Matsonford Bridge were installed in 1931 and 1932. The service life of those facilities when installed was 22 years. The expected service life of the new gas line facilities is estimated to be 55 years. Mr. Silver stated

that there would be no salvage value for the existing facilities to be removed.

Mr. Silver testified that PECO's gas facilities under the Matsonford Bridge in the area of the proposed Access Road No. 1 are in private right-of-way. Therefore, he contends that PECO and PennDOT should enter into an agreement for reimbursement of the utilities cost to re-establish this service. If so, PECO requests that the Commission not consider the cost in its allocation.

As relates to the electrical facilities, Mr. Silver testified that it was not known when the poles were installed. Their service life could be anywhere from 35 to 50 years. There could be some salvage value for the old poles assuming new ones were installed. Mr. Silver also stated, under redirect examination, that at the end of the anticipated service life of a facility, it would not be discarded if it was still in good condition and had been properly maintained.

#### Philadelphia Suburban Water Company

Mr. John G. Heibeck, Highway Liaison Engineer, appeared and testified on behalf of Philadelphia Suburban Water Company (Water Company). Mr. Heibeck identified Exhibits W-1 through W-7 as various plans for relocating the Water Company facilities. Because of the proposed highway project, the Water Company will have to alter its facilities at the following locations: (1) Access Road No. 1

cul-de-sac, extend a 6-inch main and reconnect service lines. This work is being done at the request of PennDOT to eliminate a situation of having private [not utility] water lines within PennDOT right-of-way. PennDOT has agreed to bear the cost of this work, estimated to be \$8,750.

(2) Relocate fire hydrant No. 44-25 to a point along Access Road No. 1 at an estimated cost of \$2,597.83. (3) On Harry Street, lower the existing 6-inch main as well as relocate fire hydrant No. 8-12. This work is estimated to cost \$11,080.87 for the 6-inch main and \$2,241.98 for the fire hydrant. (4) Under the Matsonford Bridge near the east abutment, the 6-inch main will have to be relocated to make room for proposed pier No. 12. This work is estimated to cost \$7,269.07. (5) At Oak Street, the existing 6-inch main will be relocated because 17 feet of fill will be placed over the existing main. The estimated cost for this work is \$10,325.24. (6) Elimination of the Marble Street and Fayette Street intersection and the construction of a cul-de-sac requires that a 6-inch main be cut and plugged and fire hydrant No. 8-67 be relocated. Estimate for this work is \$4,949.72.

All of the Water Company's existing facilities are in public right-of-way and their relocated facilities will also be in public right-of-way.

The Water Company also proposes to install a new 16-inch water main on the new Matsonford Bridge.

Mr. Heibeck stated "The project also provides the Company an

opportunity to install a large pipeline on the bridge which will enhance our water delivery system and improve fire protection service". Mr. Heibeck noted that as early as 1975 the Water Company desired to install a 16-inch main on the bridge should it be reconstructed. He further testified that the Water Company would bear all cost for installation of this main, estimated to cost \$441,342.30. "The installation of the 16-inch main on the bridge will be performed, in part, pursuant to an agreement with the Department [PennDOT] calling for its contractor to install certain items. The remaining work on the installation will be performed either by the Water Company or by the state contractor after a separate agreement is reached."

The new 16-inch main will connect the existing 16-inch main in Fayette Street in Conshohocken Borough to the existing 16-inch main located in private right-of-way opposite the intersection of Front Street and Balligomigo Road in West Conshohocken Borough [approximately 1,000 feet north of the Matsonford Bridge]. The main will run from Fayette Street through bridge abutment No. 2, across the new bridge to pier No. 3 where it will exit the bridge and follow underground the course of the proposed Access Road No. 1 [within the public right-of-way] to a point where it will parallel the railroad tracks through private right-of-way to the existing main at Front Street and Balligomigo Road.

Mr. Heibeck testified that the Water Company will agree to maintain all its facilities involved in this proceeding.

Upon cross-examination Mr. Heibeck stated that consideration was given to salvage value for the facilities but there will be none. He also stated that the facilities to be relocated were installed in 1927, 1930, 1933, 1957 [no identification as to which specific facilities] and 1981. The 1981 installation involved the water main under the Matsonford Bridge near the east abutment. [Relocation required to construct Pier No. 12]. Said water main was relocated in 1981 to accommodate construction of a 30-inch storm drain pipe installed in Elm Street.

Mr. Heibeck testified that the service life of water pipe facilities would be 80 to 90 years. This would even be so for facilities placed at the present time.

#### Bell Telephone Company

Mr. John N. Thomas, Engineer, appeared and testified on behalf of The Bell Telephone Company of Pennsylvania (Bell Telephone). Mr. Thomas testified that Bell Telephone presently maintains five major working cables in nine conduits of the Matsonford Bridge and its highway approaches. These cables contain a total of 3,400 pairs of copper conductors. In addition to being the only direct trunk link to the Bryn Mawr Central Office, these cables serve business and residential customers in the West

Conshohocken area. Some of the businesses are served by cables directly from the bridge itself. All of the existing facilities must be removed and later replaced to accommodate the highway project. Bell's conduit and cables must be relocated on a temporary basis until the new bridge is built. Bell is proposing that new conduit be placed on Canal Street [same as Access Road No. 2] in Conshohocken Borough in advance of the access road construction as a route to the temporary aerial river crossing. Two 2,100 pair cables will be installed to span across the river, paralleling the existing bridge. On the west shore of the river, the cables will go into new conduit to be built in advance of that access road [No. 1] construction. The conduit will pass under the existing Conrail tracks to a new distribution manhole at Ford Street in West Conshohocken Borough.

Bell Telephone's estimated cost for altering its facilities is \$502,000.<sup>1/</sup> A large part of this cost, approximately \$215,000, is for building and removing temporary facilities.

Bell Telephone's existing facilities are almost exclusively in public right-of-way. The temporary facilities will be, for the most part, in private right-of-way.

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<sup>1/</sup> Bell Telephone Company's late filed Exhibit No. 3 revised this estimate upward to \$521,887.

Bell Telephone has been given access to this private right-of-way only until the bridge is reconstructed. The permanent facilities will again be back in public right-of-way.

Bell Telephone is agreeable to perform all work to alter its facilities but will not agree to bear any cost of said work. Bell Telephone therefore requests reimbursement for all work. Bell Telephone plans to extend its underground facilities in the area of Access Road No. 1 cul-de-sac and Access Road No. 2. Bell Telephone is treating this work as betterment, and will not seek reimbursement for the cost of this work. Bell Telephone is agreeable to maintain all of its altered facilities in the future.

Bell Telephone's cost to alter its facilities is estimated to be as follows (Bell Exh. No. 3 late filed):

Construct temporary facilities	\$354,146
Remove existing facilities, less salvage* (\$9,060 - \$9,314 = -\$254)	- 254
Construct permanent facilities	\$168,750
Remove temporary facilities, less salvage* (\$4,781 - \$5,536 = -\$755)	- 755
Total	\$521,887

\* Where removal is possible.

Upon cross-examination, Mr. Thomas testified that there are some Bell Telephone facilities to be relocated in conjunction with the temporary entrance ramp to I-476.

The current facilities were first placed on the Matsonford Bridge as early as 1953 with the most recent ones placed in 1980. Mr. Thomas stated that the service life of the existing and new cable facilities is the same, 60 years.

Mr. Thomas stated that the existing facilities on the Matsonford Bridge consist of five cables with a capacity of 3,400 pair of conductors. The temporary facility will have a capacity of 4,200 pair conductors. The permanent facility on the new Matsonford Bridge will have a capacity of 4,200 pair conductors.

When questioned about whether or not it would be less expensive to relocate Bell Telephone's facilities permanently than temporarily, Mr. Thomas stated "No sir. Let me put it this way. It is less expensive to temporarily relocate them, which we are doing than to build new plant at some other place."

On redirect, Mr. Thomas stated that the five cables on the Matsonford Bridge were placed in 1953, 1958, 1962, 1968 and 1980.

#### Conrail

Mr. Roger W. Heebner, Civil Engineer, appeared and testified on behalf of Consolidated Rail Corporation (Conrail). Mr. Heebner testified that in 1972 when this complaint proceeding began, there were three separate rail lines involved which were owned by Reading Company and Penn Central Railroad. Currently, the rail line at the west end of the Matsonford Bridge is owned by Conrail and that at the east end is owned by SEPTA. The third rail line which was between Marble Street and Elm Street has been abandoned and the right-of-way sold to Philadelphia Electric Company.

[The Commission issued an order at A. 105204 dated April 26, 1984 approving abolition of the crossings on the Phoenixville Branch between I-476 and Harry Street.]

No Conrail facilities will be affected by the proposed highway project. Conrail will only be involved in furnishing watchmen, flagmen, and construction engineering and inspection. It is Conrail's understanding that PennDOT will reimburse the railroad for its force account work. Conrail operates 12 to 14 freight trains per day over its tracks with minimal yard movements.

#### SEPTA

Harry Lupia, Civil Engineer, appeared and testified on behalf of SEPTA. Mr. Lupia stated that SEPTA owns and operates the rail line under the eastern end of the Matsonford Bridge. SEPTA operates the Norristown high speed commuter service seven days a week. Presently there are 21 round trips daily, 16 round trips on Saturday, and 7 round trips on Sunday. All trains stop at the Conshohocken Station which is under and adjacent to the Matsonford Bridge. SEPTA is concerned that construction and demolition not interfere with the station operation as well as adequate rain water drainage being provided around the station.

SEPTA's catenary, wires and transmission lines between Harry Street and its station will need to be re-located to accommodate the highway improvements proposed for

Harry Street. PennDOT has included this work in its construction contract at PennDOT's cost.

SEPTA's tracks are also involved with construction of the highway improvement on Harry Street. PennDOT will reconstruct the at-grade crossing surface including installation of new flashing light warning signals and gates. This work will be performed by PennDOT's contractor with this work eligible for funding under the Federal 203 program.

SEPTA will agree to provide design criteria, review, and approvals necessary for the work related to the catenary and the at-grade crossing. However, all design and construction work will be accomplished by PennDOT. SEPTA does not agree to bear any cost for this project. It will be necessary for SEPTA to maintain railroad flagmen, watchmen, and electric traction men as well as construction inspection and engineering services during the time work is being performed around its facilities. Mr. Lupia read into the record a letter from PennDOT dated June 27, 1984, which supports the fact that PennDOT has agreed to perform this work and bear the cost of said work.

On cross-examination Mr. Lupia was asked whether SEPTA would maintain the steps constructed from the Matsonford Bridge down to the train station. This question was answered by way of a letter dated August 7, 1984. SEPTA advised that it would "not bear the maintenance cost for the

sidewalks or bridge stairs after the project has been completed".

Upper Merion and Plymouth Railroad Company

Joseph Hallman, Vice-President, appeared and testified on behalf of Upper Merion and Plymouth Railroad Company (UM&P Railroad). Mr. Hallman testified that no work would be required by the UM&P Railroad to accommodate construction of the highway improvement. However, since PennDOT will be constructing a temporary entrance ramp to I-476 across the company's railroad track, he is concerned about what type of crossing protection will be provided.

On cross-examination Mr. Hallman stated that there were two trains per week day operated over its single track. The trains consist of five to ten freight cars. Mr. Hallman was asked if the Commission ordered that active warning protection be installed at the temporary at-grade crossing, would UM&P Railroad maintain that protection. His answer was "no" because the UM&P Railroad has no such protection devices thus no personnel to maintain them.

The construction of the temporary entrance ramp will include construction of a fence paralleling each side of the roadway. A gate would be provided in the area of the train tracks. Mr. Hallman was asked "Would you have any objection to stopping your train, opening the gate and flagging the crossing, and then once upon arriving on the opposite side of the crossing, opening the other gate and

letting yourself through?" His response was "Yes, I would not object to stopping and flagging the crossing, but I am sure we would object to opening and closing the gate."

#### West Conshohocken Borough

Mr. Edward Kane, Borough Solicitor, made a statement on behalf of West Conshohocken Borough. He stated that it is the Borough's understanding that PennDOT has agreed to bear all costs relative to adjusting the traffic signals on the West Conshohocken side of the bridge. The Borough does not agree to bear any responsibility for the cost of the improvement. The Borough will not maintain the traffic signals except to the extent of its obligation to do so with Montgomery County. The Borough will assume the responsibility for the maintenance of Access Road No. 1, with the understanding that the Borough is not responsible for the maintenance of the new bridge [near Bullock Street] over the Conrail tracks.

#### Plymouth Township

Mr. Charles F. Oyler, Township Engineer, appeared and testified on behalf of Plymouth Township. He testified that some streets in the Township will be utilized by PennDOT as part of its detour for the highway project. The township is concerned that needed repairs to the highway surface and the drainage problems be corrected prior to the establishment of the detour.

He also testified that two sanitary sewer manholes at Colwell Lane and Sixth Avenue will have to be raised as a result of construction. The Township will undertake this work and bear the cost.

#### Property Owner

Mr. Joseph A. Nave, property owner, appeared and testified on his own behalf. Mr. Nave requested that an at-grade crossing be constructed where Oak Street if continued would cross SEPTA tracks. This would provide two access points for his property. Upon cross-examination it was noted that Mr. Nave will have access to his property via Harry Street and Access Road No. 2.

In response to Mr. Nave's concerns, Mr. Lupia, Engineer for SEPTA, presented further testimony. He testified that one track at the Harry Street crossing was being removed, and that the warning signals were being relocated to increase the truck turning radius.

#### Conshohocken Borough

Adam Pagliaro, Police Chief, appeared and testified on behalf of Conshohocken Borough. He stated that the Borough could not afford any of the costs which may be incurred in this project. On cross-examination, Mr. Zahn pointed out that the work on Harry Street for installation of warning protection devices was covered under federal funds, 203 Funds. Ten percent of this cost would be

required to be contributed by the local municipality.

Chief Pagliaro stated that he was not in a position to make a commitment on behalf of the Borough.

### III. FINDING OF FACTS

1. The proposed highway improvement will involve demolition and reconstruction of the Matsonford Bridge, associated access roads, reconstruction of Oak Street, crossings with Conrail, SEPTA and Upper Merion & Plymouth Railroad tracks, and construction of temporary entrance and exit ramps to I-476. (N.T. 113-118, Exh.'s A, B, C & D).

2. PennDOT's estimate of highway construction costs are as follows (N.T. 118, Exh. C):

Matsonford Bridge	\$7,574,320
Access Road No. 1	1,034,900
Access Road No. 2	146,900
Oak Street	165,300
Colwell - Sixth Avenue - Brook Road	329,900
Temporary Entrance Ramp	408,000
Temporary Exit Ramp	75,646
Engineering & Contingencies	<u>975,146</u>
Total	\$10,726,602

3. PennDOT's estimate for acquisition of highway related right-of-way is \$500,000. (N.T. 18).

4. The highway project is eligible for Federal funding at a 80% - 20% sharing of costs. (N.T. 124).

5. The work of improving the protection and crossing surface at the Harry Street at-grade crossing is eligible for Federal funding under the 203 program. (N.T. 184).

6. PennDOT agrees to bear the cost of the private, non-carrier public utility companies presently located in private right-of-way. PennDOT does not agree to

bear the cost of utilities located in public right-of-way.  
(N.T. 121).

7. PennDOT agrees to bear the cost of constructing the new Matsonford Bridge, new access roads, temporary detour entrance and exit ramps to and from I-476, and Conrail and SEPTA force account work. (N.T. 119).

8. A detour will be required during reconstruction of the Matsonford Bridge. (N.T. 122, Exh. A).

9. The project will require approximately 2½ years to complete. Anticipated start of construction is Spring 1985. (N.T. 122).

10. The following traffic volumes were identified (N.T. 123, Exh. D-1 & D-2):

Matsonford Bridge	1985 - 25,800 ADT
	2005 - 29,600 ADT

Temporary Entrance Ramp to I-476 during bridge construction	5,800 ADT
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11. PECO has a 20-inch active gas main on the existing Matsonford Bridge. This line will be out of service to accommodate construction of a new bridge. PECO will alter its gas facilities as follows (N.T. 136, Exh. 1A, 1B and 1C, PE Statement No. 1):

Construct 8-inch main in PECO right-of-way (Exhibit 1A)	\$180,680.00
Construct 4-inch & 2-inch ser- vice line in Access Road No. 1 (Exhibit 1B)	\$ 17,110.00
Construct 8-inch main on New Matsonford Bridge (Exhibit 1C)	\$ 72,130.00

12. PECO has two electric poles that will be relocated at a cost of \$4,000.00; one on Oak Street the other on Access Road No. 2. (PECO Statement No. 1).

13. All PECO existing facilities are in public right-of-way. The 20-inch gas main on the Matsonford Bridge was installed in 1931 and 1932. (PECO Statement No. 1, N.T. 138).

14. The service life of gas mains installed in the 30's was 22 years. The service life of gas mains installed at the present time is 55 years. (N.T. 138-140).

15. Philadelphia Suburban Water Company will alter or construct new facilities to accommodate the proposed highway project. The following identifies the work areas and the estimated costs (N.T. 142-150, Statement No. 1, Exhibits W-1 through W-7):

Access Road No. 1, cul-de-sac Exh. W-2, p. 3 of 6	\$ 8,750.00
Access Road No. 1, fire hydrant Exh. W-7	\$ 2,597.83
Harry Street, Exh. W-3	\$ 13,322.85
Pier 12, Exh. W-4	\$ 7,269.07
Oak Street, Exh. W-5	\$ 10,325.24

Marble Street, Exh. W-6	\$ 4,949.72
Matsonford Bridge - Construct new 16-inch main	\$441,342.30

16. All of Philadelphia Suburban Water Company's facilities are in public right-of-way and their relocated facilities will also be in public right-of-way. (Water Co. Statement No. 1).

17. Bell Telephone's existing facilities on the Matsonford Bridge consist of five cables with a capacity of 3,400 pair conductors. The cables were placed in 1953, 1958, 1962, 1968 and 1980. (Bell Statement No. 1, N.T. 161).

18. During construction of the new Matsonford Bridge, Bell Telephone will temporarily relocate its facilities on an aerial river crossing of two 2,100 pair conductors [total 4,200 pair conductors]. (Bell Statement No. 1).

19. Bell Telephone's estimate to alter its facilities is as follows (Bell Exh. No. 3 late filed):

Construct temporary facilities	\$354,146
Remove existing facilities, less salvage* (\$9,060 - \$9,314 = -\$254)	- 254
Construct permanent facilities	168,750
Remove temporary facilities, less salvage* (\$4,781 - \$5,536 = -\$755)	- 755
Total	\$521,887

\* Where removal is possible.

20. Bell Telephone's existing facilities are, for the most part, in public right-of-way. Bell Telephone's

proposed permanent facilities will also be in public right-of-way. (Bell Statement No. 1).

21. The service life of the existing and new cable facilities are the same, 60 years. (N.T. 158).

22. Bell Telephone does not agree to bear the cost of relocating its facilities except those portions which are identified as betterment. (Bell Statement No. 1).

23. Conrail owns and operates the rail line below the Matsonford Bridge in the West Conshohocken Borough. (N.T. 163).

24. No Conrail facilities will require alteration to accommodate the highway project. Only watchmen, flagmen and construction engineering and inspection services will be required of Conrail personnel. (N.T. 164).

25. Conrail operates 12 to 14 freight train per day over its tracks with minimal yard movements.

26. SEPTA owns and operates the rail line below the Matsonford Bridge in the Borough of Conshohocken. (N.T. 169).

27. SEPTA operates 21 round trips daily, 16 round trips on Saturday, and 7 round trips on Sunday. All trains stop at the Conshohocken station. (N.T. 169).

28. SEPTA's catenary, wires, and transmission lines will require alteration to accommodate the highway improvement on Harry Street (N.T. 170). Also, the at-grade rail-highway crossing on Harry Street will be reconstructed

including the flashing light warning signals and gates.  
(N.T. 170-171).

29. Construction of the highway improvement will require that SEPTA provide watchmen, flagmen, and electric traction men as well as construction inspection and engineering services. (N.T. 171-172).

30. SEPTA does not agree to maintain the sidewalk and bridge stairs from the Matsonford Bridge down to Access Road No. 2. (Letter of August 7, 1984).

31. It will be necessary for PennDOT to construct a temporary entrance ramp to I-476 across a single track of the Upper Merion and Plymouth Railroad Company. (N.T. 176).

32. UM&P Railroad operates two freight trains per work day over its tracks. The trains consist of five to ten cars. (N.T. 177-178).

33. UM&P Railroad has no maintenance personnel to maintain automatic operating flashing lights and gates.  
(N.T. 178).

34. UM&P Railroad does not object to stopping its train and flagging the crossing but does object to opening and closing the gate in PennDOT's right-of-way fence.  
(N.T. 179-180).

35. The West Conshohocken Borough does not agree to bear any cost of the improvement. They do agree, upon completion, to maintain Access Road No. 1 but not the bridge constructed over Conrail's tracks near Bullock Street.  
(N.T. 181).

36. Some streets in Plymouth Township will be utilized by PennDOT as a detour. (N.T. 144).

37. Reconstruction of the Harry Street at-grade crossing will also be eligible for funding from the Federal 203 Program. (N.T. 184). Improvements to this at-grade crossing will include the removal of one set of tracks and relocating the warning signals and gates. This will enable the roadway to be widened to increase the truck turning radius on Harry Street. (N.T. 185-186).

#### IV. DISCUSSION

This complaint proceeding was initiated in 1972. At that time it was recommended that repairs be made to the Matsonford Bridge to ensure its future life. It was later determined that rehabilitation was not economically feasible and that complete replacement was necessary. PennDOT has now completed engineering plans for the construction of a new Matsonford Bridge. PennDOT proposes to demolish the existing bridge and construct a new 4 lane bridge with sidewalks on both sides. A stairway would be constructed from the bridge down to the SEPTA station and train platform. The bridge would have highway lighting. It will also be necessary to construct two roads to provide vehicular access to the area below the Matsonford Bridge. This will also require work to be done on Harry Street including the at-grade crossing and SEPTA catenary tower and wires. A detour will be established including construction of a temporary at-grade crossing, during the time the project is being constructed. PennDOT is agreeable to perform the work as outlined. It is willing to bear some of the costs and assume some of the maintenance responsibility.

Three fixed utility companies facilities will require alteration or relocation to accommodate construction of the project. The utilities, Philadelphia Electric Company (PECO), Bell Telephone Company (Bell Telephone), and Philadelphia Suburban Water Company, are agreeable to

perform the work to alter their facilities. However, they are not agreeable to bear the cost of said work.

Conrail and SEPTA are agreeable to provide flagmen, watchmen, inspector, and engineering services as necessary for construction of the project. However, they also seek reimbursement for this work.

It appears that all of the parties have agreed on the division of work to be performed. We see no reason not to construct the project as proposed by PennDOT and will so order.

The parties are in disagreement as to who should maintain some of the remaining facilities in the future. We will discuss this in more detail later in this decision.

The remaining issue in this proceeding is who will bear the cost to construct the various work items. PennDOT agrees to bear the cost, generally, for constructing the new bridge. However, the non-carrier utilities, the railroads, and even the county and local municipalities do not agree to bear any cost for the project. We will analyze all aspects of this proceeding to resolve these issues in a fair, just and reasonable manner.

A. Past Proceedings

A review the prior Commission action which allowed construction, Dockets A. 2581 and A. 2582, and assigned maintenance responsibility, Docket C-11279 is necessary to have a complete understanding of the instant proceeding.

The subject bridge was established in 1919 by the application of the County of Montgomery to the then Public Service Commission at Dockets A. 2581, A. 2582 and M.C. 1089. It appears that a prior County bridge constructed at an unknown time, existed at the same location. It was determined in 1915 that the then bridge was unsafe and inadequate for public use. In 1919 the County of Montgomery and Philadelphia and Reading Railway Company (P&R) entered into an agreement, approved by the Commission at M.C. 1089, for the construction of a new bridge. The P&R Railway Company agreed to bear 40%, up to a maximum of \$240,000, of the bridge construction cost. The agreement stated that the new bridge "is the mutual benefit and advantage" of the railroad and county. Application Docket A. 2581 dealt with construction of that portion of the bridge crossing tracks of the railroad in the Borough of Conshohocken. Application Docket A. 2582 dealt with the portion of the bridge in the Borough of West Conshohocken.

The project in 1919 consisted of constructing a bridge over a canal, the railroad tracks in both boroughs, the Schuylkill River, and connecting the Boroughs of Conshohocken and West Conshohocken. A stairway was constructed from the bridge down to the railroad station platforms in Conshohocken Borough. A vehicular ramp, designated as the Mill Street Ramp, extended northerly from the bridge serving as a means of ingress and egress to industrial plants and to the property of the railroad company, all in Conshohocken

Borough. On the West Conshohocken Borough end of the bridge, a stairway led from the bridge to the railroad station, and a vehicular ramp extended southerly from the bridge serving as a means of access from the bridge to the rail station and to an industrial plant. Highway lighting facilities were on the main bridge and on the stairways and vehicular ramps.

Neither the agreement executed between the County and the railroad, nor the action of the Public Service Commission, provided for future maintenance and repair of the bridge, stairways, and vehicular ramps. A complaint filed by the Department of Highways, now PennDOT, in 1937 at Docket C-11279 sought to fix responsibility for maintenance. Evidence in that proceeding showed that the County of Montgomery had maintained and repaired the bridge and paid for highway lighting until January 1, 1936. On that date, Act of 1935, P.L. 1035, became effective and by virtue of which the Department of Highways of the Commonwealth of Pennsylvania assumed the responsibility of the counties relative to the maintenance of bridges. On December 13, 1937, the Commission issued an order in the proceeding at C-11279. That order assigned maintenance in the following manner:

IT IS ORDERED: That the Department of Highways, at its sole cost and expense, maintain the substructure and superstructure of the main bridge, exclusive of the two end spans over the tracks of Reading Company, but inclusive of the concrete curbs, sidewalks and the roadway surfacing on the concrete floor slab

on the portion of the bridge herein required to be maintained by said department, and in addition maintain the roadway surfacing on the concrete floor slab on the superstructures of the two end spans of the bridge extending over the tracks of Reading Company.

IT IS FURTHER ORDERED: That Reading Company, at its sole cost and expense, maintain the two end spans of the bridge extending over its tracks, inclusive of the supporting abutments, and of the sidewalks and curbs on the superstructure, but exclusive of the supporting piers and of the roadway surfacing on the concrete floor slab on the superstructures, and in addition maintain the three stairways leading from the bridge to its station facilities, the Forrest Street ramp, including the bridge carrying said ramp over the canal, and the vehicular ramp leading from the main bridge to its station and the mill of the Merion Worsted Company in West Conshohocken Borough.

IT IS FURTHER ORDERED: That the Department of Highways, at its sole cost and expense, maintain the roadway paving on the Fayette Street approach in Conshohocken Borough and maintain the two approaches in West Conshohocken Borough connecting the highway on the bridge with Front Street and Ford Street, including the roadway paving thereon and the concrete retaining walls extending along the sides of the approaches, but exclusive of the concrete curbs and sidewalks on the approaches.

IT IS FURTHER ORDERED: That the Borough of Conshohocken, at its sole cost and expense, maintain the Fayette Street approach to the bridge, exclusive of the roadway paving thereof, and in addition maintain the Mill Street vehicular ramp to the bridge, including the roadway paving thereon.

IT IS FURTHER ORDERED: That the Borough of West Conshohocken, at its sole cost and expense, maintain the concrete curbs and sidewalks on the two approaches in said borough connecting the highway on the bridge with Front Street and Ford Street.

IT IS FURTHER ORDERED: That Reading Company, at its sole cost and expense, maintain the lighting facilities on the three stairways leading from the main bridge to its station facilities and on the Forrest Street ramp, and provide electricity to properly light said stairways and ramp.

IT IS FURTHER ORDERED: That the County of Montgomery maintain the lighting facilities on the main bridge, on the Mill Street vehicular ramp leading from the bridge in Conshohocken Borough, and on the vehicular ramp leading from the bridge to the station of the Reading Company and the mill of the Merion Worsted Company in West Conshohocken Borough, and in addition provide electricity to light properly the said main bridge and vehicular ramp approaches.

IT IS FURTHER ORDERED: That the Borough of Conshohocken and the Borough of West Conshohocken each pay the County of Montgomery 40% of the actual cost of maintaining the lighting facilities on the main bridge and on the vehicular ramp approaches leading therefrom, and of the cost of lighting said main bridge and the vehicular ramp approaches in accordance with this order.

The preceding discussion identifies the reasons for the construction of the Matsonford Bridge. It also identifies the involved parties at past Commission proceedings and the action of the Commission in assigning maintenance responsibilities. We acknowledge these facts and will utilize them in evaluating the instant proceeding. We note, however, that the Commission "shall have the power to rescind or modify any such regulations or order", 66 Pa. C.S.A. §501(a). We will use all information in the instant proceeding to render a decision which in our opinion is fair, just and reasonable to all parties involved.

B. Commission Jurisdiction Limits

The Commission's authority at railroad-highway crossings is established to ensure the protection, safety, and welfare of the public. To accomplish this the Commission shall issue orders to construct, relocate, or alter, suspend or abolish any crossing. The Commission at its discretion, may take jurisdiction over any part of a proposed improvement at a crossing. The Courts have held that the Commission's power extends not only to the crossing (bridge) but also to the approaches since the approaches are a necessary part of the bridge. The Commission should establish its jurisdiction limits for a project on a case by case basis to include that area to eliminate crossing hazards and protect the traveling public. Also, the Commission's limits should be based on safety and construction needs, and should not be influenced by funding particularities.

In the instant proceeding, the jurisdictional limits have not been established. PennDOT suggests, as noted on its Exhibit A, that the Commission set its limits consistent with the right-of-way to be appropriated. Bell Telephone requests that the limits be set to include all its effected facilities, some of which are outside of the actual highway construction area. None of the other parties have expressed an opinion as to what limits should be established.

The subject complaint was initiated to resolve problems concerning the deteriorated condition of the Matsonford Bridge. It is necessary now to demolish the existing bridge and construct a new one. The existing bridge had two ramps attached to provide vehicular access to the area below the bridge. The new bridge will eliminate the ramps, however, two access roads will be constructed to maintain access. We view all of this work as related to the rail-highway crossings.

Construction of this project will require that traffic be detoured over state and local roads. To facilitate this, a temporary entrance ramp will be constructed from West Elm Street to I-476 across the tracks of the Upper Merion and Plymouth Railroad. We view this as necessary work.

PennDOT also proposes to perform work on Oak Street by construction of a metal plate arch and associated highway work over Conrail's abolished Phoenixville Branch. We do not view this work as related to protecting the safety and welfare of the public at the rail-highway crossings of the Matsonford Bridge. We, therefore, will not include this work within our jurisdictional limits. It may be argued that Oak Street crosses a rail facility. Our investigation indicates that the rail facility has been out of service for some time, ICC approval has been granted to abolish the line, and this Commission has granted approval to abolish the crossing. (Application of Conrail, A. 105204,

Commission order of April 26, 1984). Ownership of the real-estate is now with Philadelphia Electric Company.

PennDOT also proposes to perform work on Fayette Street by constructing a metal plate arch and associated highway work over the abolished rail line of Conrail's Phoenixville Branch. This work is on the highway approach to the Matsonford Bridge. To this extent we are concerned that the highway approach is adequate and safe for the vehicular traffic using the Matsonford Bridge. We do not view, however, the work to construct the metal plate arch as related to protecting the safety and welfare of the public at the rail-highway crossing of the Matsonford Bridge. We, therefore, will not include this work within our jurisdiction. Our rationale is supported by our discussion in the previous paragraph concerning Oak Street. We do note, however, that the Commission order at A.105204 assigned maintenance of the then remaining structure on Fayette Street over the abolished crossing to PennDOT.

Based on the preceding discussion, the Commission's jurisdictional limits for this proceeding will be established as follows:

Matsonford Bridge - All of the bridge and highway approaches thereto from Front St. in West Conshohocken Borough to Elm St. in Conshohocken Borough, including the Bell Telephone facilities from Elm St. to Spring St., but excluding the work of constructing the metal plate arch over the abolished Conrail line.

Access Road No. 1 - All of Access Road No. 1.

Access Road No. 2 - All of Access Road No. 2.

Harry Street - All of Harry Street including the at-grade rail-highway crossing.

C. Commission's Authority To Allocate Costs

The Commission's authority to allocate costs is defined in 66 Pa. C.S.A. §2704(a) as follows:

" . . . [S]hall be borne and paid, as provided in this section, by the public utilities or municipal corporation concerned or by the Commonwealth, in such proper proportions as the Commission may, after due notice and hearing, determine, unless such proportions are mutually agreed upon and paid by the interested parties."

The Pa. Supreme Court in a recent decision addressed the question of whether cost covered by contract between parties is subject to Commission jurisdiction, City of Philadelphia v. Philadelphia Electric Co., et al., 473 A.2d 997

(1984). The Court stated:

"Because the legislature, in its wisdom, has made the existence of an executed agreement the test for the Commission's jurisdiction, a mere agreement without payment is of no significance in allocation proceedings before the Commission. Parties are thus encouraged to carry out their agreements promptly. At the same time, the Commission is spared the onerous and inappropriate task of determining the validity of private agreements in a fair and expeditious manner."

The Supreme Court held that this Commission could exercise its authority to allocate costs under Section 2704(a) where the parties had not reached an agreement concerning the allocation of costs or where the parties had

such an agreement but had not executed it. It is clear that unless or until payment is made, this Commission is vested with authority to allocate costs.

Several of the parties have stated that they have or will be entering into agreement concerning work or costs associated with this highway project. However, to the best of our knowledge no party submitted evidence to indicate that agreed upon costs have been paid. Until said costs are paid this Commission has authority to allocate any and all costs as it sees fit.

D. Allocation of Costs

In apportioning costs in highway-rail crossing cases, the Commission is not limited to any fixed rule but must consider all relevant factors and render an order which is just and reasonable. Commonwealth Department of Transportation v. Pennsylvania Public Utility Commission, 464 A.2d 645, Pa. Cmwlth. 1983. However, the Commission in considering all factors is not limited in its discretion. Pertinent factors to be considered are but not limited to the following: 1) the benefit received by the ratepayers of the particular utility; 2) the availability of state and/or federal funding for a project; 3) the placing of the costs upon the party responsible for the situation; and 4) the equities of a particular situation.

As relates to the instant proceeding, the following estimates of cost have been submitted on the record:

PennDOT	\$11,226,602
P.E. Co. (Gas)	269,920
P.E. Co. (Electric)	4,000
Philadelphia Suburban Water Co.	497,306
Bell Telephone	521,887
Conrail	*
SEPTA	*

\* All railroad work is included in PennDOT's estimate, excluding cost for watchmen, flagmen, inspection and engineering services.

1. The Benefit Received By The Ratepayers Of The Particular Utility

First it must be determined by what reason is the utility involved in the PUC proceeding. A utility providing service to its customers locates its distribution system at its own discretion. One can only guess that cost, ease of construction, accessibility for maintenance and repairs are factors which were considered. A utility for whatever reason, locates in a rail-highway crossing area solely through its own discretion. It must be assumed that the location chosen was with the best interest of the company and of its ratepayers in mind.

A utility locating in public right-of-way does so with full knowledge of the requirements/restrictions placed upon it by an occupancy permit. A utility receives the right to occupy public right-of-way free of charge for however long it wishes. The only requirement is that it must bear the cost of its relocation if it is determined that the right-of-way must be altered to accommodate a public project. When the PUC is involved it is within the Commission's discretion to allocate any utility relocation

costs, whether in public or private right-of-way, (66 Pa. C.S.A. §2704).

The Commission does not distinguish between utilities in private vs. public right-of-way in allocating costs. These physical locations do, however, have advantages as to legal status and inherent benefits to the utilities. There is no argument that a utility in private right-of-way receives all legal rights of ownership and is afforded 100% reimbursement if required to relocate or alter its facilities. When a utility occupies public right-of-way it receives benefits, i.e. free use of said right-of-way, no taxes to pay on said property, property to maintain, and usually easy access to the property; no cost to purchase private right-of-way; and attachment to existing public facilities.

The existence of a public bridge across a railroad provides a utility an avenue whereby it can obtain access across the railroad with minimum expense to its facilities. For example, if no highway bridge were handy a water or gas line would have to be supported by a utility bridge or tunneled under the railroad tracks. This would be an expense to the utility, some times a great expense. The ability of a utility to attach to and otherwise use a public facility for its facilities is of benefit to the utility. Historically, utilities are not asked to bear any of the highway project cost although fairness would dictate that if

a structure is of some benefit to the utility, it should bear some of the construction cost.

Another factor to be considered is how long the effected utility facilities have been in service. All wires, poles and pipes have a useful service life. Although a utility may state there is nothing wrong with its effected facilities at the present, in actuality the facilities may be 1/2, 3/4 or near the end of its service life. By replacing it at the time of the highway improvement the utility is only renewing what it would have to do in the future anyway. Some evaluation would have to be made based on the remaining service life of an effected facility versus the extended life of the new facility, giving consideration to the betterment and salvage value.

The length of time a utility has occupied public right-of-way should receive consideration. In some cases, the utilities facilities have been located in their present position for 20, 40 even 60 years. This long a time period has distinct economic advantages to a utility, i.e. no right-of-way to purchase, no taxes to pay on said property, or maintenance of the right-of-way. This benefit is recognized by the utilities, otherwise they would not continue to locate in public right-of-way.

We are of the opinion that a utility which attaches to a highway bridge and occupies right-of-way to gain access across a railroad does receive a benefit. Also, a utility does receive a benefit by having its facilities

renewed and remain in public right-of-way. In considering the benefit to a utility, we feel that all this is a distinct advantage to the utility and we would allocate cost accordingly.

2. The Placing Of Costs Upon The Parties Responsible For Project

Before deciding about the party responsible for the project, one must look at why a crossing must be altered, rehabilitated or constructed. One factor to be considered is what has caused the crossing to deteriorate or become hazardous. If a bridge is properly maintained it should not deteriorate as quickly. Thus, who has the responsibility to maintain a bridge should be considered. Lack of maintenance is a factor to consider.

The other side of the coin is who has contributed to the wear and tear of the bridge. Increased vehicular traffic and larger and heavier trucks would be considered. Also the use of de-icing chemicals contributes to the deterioration of a bridge.

Another factor would be who built the crossing and why. In many cases highway bridges over railroad tracks have been built and maintained by the railroads to improve their facilities and eliminate conflict with vehicular traffic. Therefore, consideration should be given to why and how the crossing was constructed in the first instance.

### 3. Availability Of State And/Or Federal Funds

One must be mindful that the Commission in allocating costs should be just and reasonable. The Commission does not consider the ability to bear cost by a party when making its decision.

The Commission in years past has allocated costs among the parties in an just and reasonable manner based on the circumstances for each proceeding. In recent times more and more outside funds have become available for certain types of projects. Some sources of these funds are through (1) the Federal Highway Trust Fund, (2) Billion Dollar Bridge Bill, and (3) Block grants to redevelopment authorities from HUD.

When considering availability of State and/or Federal funds one must be aware who will ultimately bear the non-Federal Share of the costs. In considering this factor we try to keep costs equitable even after considering outside funding. To consider outside funding as a means of offsetting one party's cost, in our opinion, diminishes and interferes with this Commission's authority to allocate cost in a just and reasonable manner for ultimately one party will bear an unjust and unreasonable share of the total project cost.

### 4. Equities Of A Particular Situation

One item to be considered under equity is the agreement/contracts between the parties. The parties for

whatever reason in some cases have reached agreements on the division of work and allocation of costs between them. They usually ask the Commission not to disturb these agreements. However, the Commission is not precluded from allocating cost unless the agreements are executed and paid. (Pa. Supreme Court, 473 A.2d 997) These agreements are usually tied to the conditions/restrictions placed upon the source of funds used to construct the highway improvement. One must analyze these agreements and determine if all parties are being treated fairly. Another approach would be to accept the agreement between the parties as valid and binding and only allocate those costs which are in dispute. One must keep in mind though, if two parties reach an agreement on allocation of cost and it is fair to those parties, this should not be viewed as grounds to afford other parties the same allocation.

It is our view that because of certain inherent differences, the allocation of relocation cost for each utility should be based on the merits of each utility. The railroads occupy their own private right-of-way most fixed utilities do not. Railroads, most of the time, in addition to maintaining their own facilities, also maintain a considerable portion of the rail-highway crossing (part or all of a bridge, tracks and crossing surface at-grade, crossing warning devices, etc.). Fixed utilities, however, are not assigned any maintenance of the public crossing except their own facilities.

E. Evaluation of Factors as Relates to Each Party

1. PennDOT

The Matsonford Bridge was constructed in 1919 by the County of Montgomery with the cost of the project being born by the County and Philadelphia and Reading Railway Company. This bridge was constructed for the benefit and convenience of the traveling public. It was constructed at a substantial cost, approximately \$600,000 in 1919, to the tax payers of Montgomery County as well as owners of the railroad. The bridge is now in need of replacement. No one single factor can be considered as the reason for deterioration of the bridge. The Bridge is 66 years old. It is nearing the end of its anticipated service life, usually 50-75 years. Use of de-icing chemicals and heavier vehicular loading are factors which have added to the deterioration. The bridge has, however, provided many many years of service to the traveling public as well as a public structure utilized by the non-carrier utilities to carry their facilities across the Schuylkill River.

The construction of a new bridge will be of benefit to the traveling public who use the bridge, including the vehicles owned and operated by the non-carrier utilities and the railroads. The traveling public pays for construction and maintenance of highways principally through liquid fuels tax on gasoline and registration of vehicles. PennDOT is agreeable to bear a major portion of the construction costs of the new bridge. PennDOT's estimate to

perform the work, as identified in Exhibit C and testified to by its engineer, is \$11,226,602. PennDOT is willing to bear this cost within the limitation and restrictions placed upon the use of any funds available for the project.

Utilizing Federal funds for this project at a cost sharing of 80% Federal and 20% State, will mean that PennDOT will have to bear \$2,245,320. The benefit derived by the traveling public in having a bridge replaced warrants the assessment of this \$11+ million to PennDOT. We are of the opinion, based on our above discussion, that this is a fair, just, and reasonable cost for PennDOT to bear as representative of the traveling public.

2. Philadelphia Suburban Water Company

Philadelphia Suburban Water Company (Water Company) has several areas where their facilities will require relocation to accommodate construction of the project. For more specific description of work and at which location, the reader is referred to the Summary of Testimony portion of this decision for Mr. John G. Heibeck, engineer for the Water Company.

The Water Company estimates its cost to perform work related to this project at \$497,306. This includes the work for the 6 areas identified plus installation of a new 16-inch water main. We will refer to the 6 areas in the same numbered sequence as testified to by Mr. John G. Heibeck.

Concerning area (1), Access Road No. 1 cul-de-sac, PennDOT has agreed to bear the cost of extending a 6-inch main and reconnecting the service lines at an estimated cost of \$8,750. We find no reason not to accept PennDOT's offer to bear this cost and will so order.

Area (2), relocation of fire hydrant No. 44-25. In our opinion this work is being done for the convenience of the Water Company since the new 16-inch water main will be occupying the same place as the existing 6-inch main in this area, refer to P.S.W. Exhibit No. W-2, sheet 3 of 6. The existing hydrant will be behind the curb line of Access Road No. 1. We see no logical reason to relocate this hydrant from one side of the road to the other except to facilitate construction of the new 16-inch water main. The proposed relocated hydrant will still be connected to the 16-inch water main. The Water Company has agreed to bear the cost of constructing and installing the new 16-inch water main. We view this item of work as required only to accommodate the new 16-inch water main and not to construct Access Road No. 1. If the Water Company feels that this hydrant should be relocated then they should bear its relocation cost, esimated to be \$2,597.83.

Area (3), Harry Street. The highway work on Harry Street is being performed to provide a better approach to the at-grade railroad crossing with SEPTA tracks. Harry Street is related to the total project in that it and Access Road No. 2 will function to provide access from the new

bridge to the area under the bridge in a similar manner as access was provided by the Mill Street ramp. The existing 6-inch water main must be lowered to accomodate lowering of Harry Street. The Water Company's facilities have been located in the public right-of-way of Harry Street since approximately 1927. To our knowledge, the Water Company has not altered this facility since its installation. The testimony of Mr. Heibeck indicated a service life of 80 to 90 years for pipe facilities of this kind. This means that 58 years, 64%, of the service life of this facility has been utilized. Over this same time period, the Water Company has occupied public right-of-way with all the benefits attributed to such use, i.e. (1) free use of said right-of-way, (2) no taxes to pay on this property, (3) property to maintain, (4) good accessability, (5) no cost to purchase private right-of-way, and (6) utilization of existing public bridge. The water company will continue to receive these benefits because their relocated facilities will also be in public right-of-way. Also, the Water Company receives a benefit from having its facility renewed and the service life extended. We are of the opinion, giving due consideration to all factors involved, that the past and future benefits derived by the water company outweigh the cost they will incure to relocate their facilities on Harry Street, estimated to cost \$13,322.85.

Area (4) under the Matsonford Bridge near the east abutment, the water company will have to relocate its 6-inch

main to provide room for proposed pier No. 12. These facilities are currently in public right-of-way and will be relocated and remain in public right-of-way. The affected facilities were altered and renewed in 1981. However, the water main at this location has occupied public right-of-way since the early 1930's. We are of the opinion that the Water Company has derived substantial benefit from the occupancy of public right-of-way and the benefits attributed to such use. The only fact that does temper our allocation is the consideration that these facilities have only been in service for four years. We will therefore order that the Water Company be reimbursed for 20% of the relocation work at this location, estimated to cost \$7,269.07.

Area (5), Oak Street. We have already excluded from our jurisdiction the work on Oak Street. The Water Company at this location is free to pursue whatever legal rights it has to recover cost incurred from others in accordance with any lawful agreement.

Area (6), Marble Street and Fayette intersection. This intersection will be closed and a cul-de-sac constructed. The Water Company alleges that this construction will require that a 6-inch main be cut and plugged and fire hydrant No. 8-67 be relocated. Our review of the Water Company Exhibit Nos. W-2, page 5 of 6, and W-6 as well as PennDOT's Exhibit No. A, does not in our mind justify this allegation. It appears that the 6-inch main is being cut and removed to accommodate the new 16-inch main

being constructed across the Matsonford Bridge (Fayette Street) and connecting with existing facilities at Fayette Street and Elm Street, 200 feet from Marble Street. The cut and plug of the 6-inch main will actually be just outside of the sidewalk area of Fayette Street and just before the fire hydrant. We see no reason to sever the 6-inch main at this point. To leave a few more feet of main will allow the fire hydrant to remain. The fire hydrant would be accessible to both Fayette Street and Marble Street. This would be a cost saving of several thousand dollars. The 6-inch main will even remain in service in the cul-de-sac (Marble Street) area. This does not concur with the alleged reason stated by the Water Company to cut and plug the line. The cost to cut and plug the 6-inch main in our opinion is related to the construction of the new 16-inch main and should be born by the Water Company. Even if our stated opinion above is incorrect, we would not allow any reimbursement to the Water Company at this location. This is because our evaluation of the factors involved leads us to the conclusion that the benefits derived by the water company out weigh the cost they will incure to relocate their facilities, estimated to cost \$4,949.72.

The Water Company also proposes to construct and install a new 16-inch water main on the Matsonford Bridge. The main will run from the intersection of Fayette Street and Elm Street across the bridge to pier No. 3, then underground following Access Road No. 1 and private

right-of-way to Front Street and Balligomingo Road. Estimate of cost for this work is \$441,342.30. The Water Company is willing to bear the cost of constructing the new 16-inch water main. Mr. Heibeck testified that this main "will enhance our water delivery system and improve fire protection service". The water company does not have a water main attached to the existing Matsonford Bridge. This new water main is of great benefit to the water company. They are utilizing a public structure to gain access across the river. The expense to build their own structure over or under the river would have added substantial cost to their improvement. Although fairness might dictate that some cost of the bridge construction be allocated to the Water Company as its share of the benefit derived, we will not do so. We will only order that the Water Company bear its own relocation costs. The Water Company has agreed to bear the cost of constructing the new 16-inch water main. We see no reason not to grant this request and will so order.

3. Philadelphia Electric Company

PECO proposes to alter its facilities in four specific areas; (1) construct an 8-inch main along its existing right-of-way (previously Conrail property) to maintain service while the 20-inch main on the bridge is out of service; (2) construct a 2-inch service line along Access Road No. 1 to serve its customers in that area; (3) construct an 8-inch main on the new Matsonford Bridge;

and (4) relocate 2 electric poles. PECO's estimate of cost to do all of this work is \$273,920.

PECO is involved in this proceeding because it has gas facilities attached to the existing Matsonford Bridge. Their existing main on the bridge was installed in 1931/32 with an anticipated service life of 22 years.

(N.T. 138-140) It is obvious that the line has extended beyond that 22 year period and one year short of the 55 year service life of present day facilities. This gas line is in the same posture as the existing Matsonford Bridge. They are both nearing the end of their useful service life. We would suspect that if it weren't for this complaint proceeding, PECO would be evaluating this line for its remaining service life and possible replacement in the future.

PECO's 20-inch main provides gas service from the east to the west side of the Schuylkill River via the Matsonford Bridge. PECO also maintains two 16-inch gas mains crossing under the Schuylkill River approximately 3,000 feet north of the Matsonford Bridge. To maintain gas service during reconstruction of the Matsonford Bridge, PECO proposes to make a connection with its river crossing with an 8-inch main installed along its existing right-of-way [formerly Conrail's Phoenixville Branch]. This work is estimated to cost \$180,680. Upon completion of the new Matsonford Bridge PECO proposes to install an 8-inch main on the bridge at a cost of \$72,130. PECO will then utilize

both 8-inch mains to provide service as did the one 20-inch main.

The 20-inch main on the bridge has reserve capacity. It only served a 12-inch main. The two 8-inch mains together (100.52 sq. in.) have about the same capacity as one 12-inch main (113.10 sq. in.).

We are of the view that the 8-inch main to be constructed in PECO's right-of-way could be increased to a 12-inch main and would supply all the capacity necessary to maintain service. This would then mean that no main would have to be installed on the new bridge. However, this is a management decision of PECO. It locates its facilities solely through its own discretion. But when the utility seeks reimbursement allocation from this Commission, we must consider all alternatives, if available to the utility, in allocate cost in a just and reasonable manner to all parties. We would encourage PECO to consider increasing the size of the 8-inch main to 12-inches thus eliminating the cost to attach to the Matsonford Bridge.

PECO's gas facilities have been attached to a public bridge since the early 1930's. It has used the highway bridge to make a major utility crossing of the Schuylkill River. This has been at no cost to PECO to construct or to maintain the highway bridge. But it has received all benefits from the use of the public structure. Now with reconstruction of the Matsonford Bridge, PECO wants others to bear the cost to completely renew its 54 year old

facility, extend its service life, and return its main to public right-of-way. The ability of PECO to attach to and otherwise use a public facility for use of its own facility is of benefit to the utility. PECO is not being asked to bear any of the cost to reconstruct the Matsonford Bridge although, fairness would dictate that if the bridge is of some benefit to PECO, then it should bear some of the reconstruction cost.

We are of the opinion, giving due consideration to all of the factors involved, that the past and future benefits derived by PECO from utilization of the Matsonford Bridge outweigh the cost they will incur to relocate their facilities, estimated to cost \$252,810. As support for our allocation, we refer to the benefit received by Philadelphia Suburban Water Company for attachment of its new facility to the bridge. The Water Company is willing to attach its facilities to the bridge at its own cost in recognition of the benefit it will receive, utilization of a public structure to gain access across the river and the railroad tracks.

PECO also has a 2-inch service line for its customers under the Matsonford Bridge in West Conshohocken Borough which requires relocation. PECO maintains approximately 1000 feet of 2-inch service line in this area. Said line is connected to the 20-inch main at bridge pier 3. Mr. Silver testified that this line is in private right-of-way. He contends that PECO and PennDOT should enter

into an agreement for reimbursement of the utilities cost to re-establish this service. However, to date no agreement has been reached or cost paid. Therefore, this Commission will exercise its authority and allocate the costs related to this work. If the potential for agreement between parties is present, we encourage the parties to come together through a contract with cost paid prior to decision by this Commission.

PECO proposes to sever its 2-inch line from the 20-inch main and provide service via a connection in Front Street at Bullock Street, across the bridge on Access Road No. 1 and continue along Access Road No. 1 until it reaches the existing facilities, at about Highway Station 19+. The new facilities will occupy the public right-of-way of Access Road No. 1 and utilize a public bridge to gain access across Conrail tracks. We note that PECO proposes to install 110 feet of 4-inch main from Front Street along Access Road No. 1 and across the bridge, span length of 59 feet. The remaining line will consist of 440 feet of 2-inch main. All of this to serve an existing 2-inch main. The 4-inch main has a capacity four time that of the 2-inch main.

(12.56 sq. in. v. 3.14 sq. in.) We view this increased capacity as a betterment and benefit to PECO.

PECO in the past owned and maintained its own private right-of-way. Because of this fact, we are of the opinion that PECO is entitled to a partial reimbursement of its cost for work at this location. Our allocation is

tempered with the fact that PECO will receive some benefit by having its new facilities installed and occupy public right-of-way. We will therefore order that PECO be reimbursed for 60% of the work related to the 2-inch service line. Said work is estimated to cost \$17,110.

PECO also has two poles supporting 13,000 volt aerial electric facilities which require relocation. One pole, No. 189, is located at West Elm and Oak Street. This area has already been identified as being excluded from our jurisdiction and we will not make any determination for work or cost incurred in this area. The other pole, No. 44171, is involved with Access Road No. 2. The existing pole is in public right-of-way. No year was given for installation of this facility. Service life was estimated to be 39 to 50 years. The proposed pole relocation will be in public right-of-way. Based on our previous discussion relating to the benefit attributed to PECO's, we are of the opinion that PECO should bear the cost, estimated at \$2,000, to relocate its electric facilities at this location. We do not view this cost as a burden upon the utility or its ratepayers.

4. Bell Telephone Company

Bell Telephone has a major trunk line attached to the existing Matsonford Bridge. Bell Telephone presently maintains five major working cables in nine conduits on the bridge and its approaches thereto. These cables contain 3,400 pairs of copper conductors. In addition to being the

only direct trunk line to its Bryn Mawr central office, these cables serve business and residential customers in the West Conshohocken area. Some of the businesses are served by cables directly from the bridge itself. All of the existing facilities must be removed and later installed on the new Matsonford Bridge. Bell Telephone estimates that it will cost \$502,000<sup>2/</sup> to (1) construct temporary facilities to maintain service, (2) remove its existing facilities to allow demolition, (3) install its new facilities on the new Matsonford Bridge, and (4) remove its temporary facilities. Bell Telephone's existing facilities are almost exclusively in public right-of-way. The only portion which is in private right-of-way involves the construction of the temporary entrance ramp to I-476. However, Bell Telephone has not offered any description of work or estimate of cost for altering its facilities at the temporary entrance ramp.

Mr. Thomas testified for Bell Telephone that the temporary facilities as well as the permanent facilities on the new Matsonford Bridge would consist of two 2100 (total 4200) pair copper conductors. The existing facilities consist of 3,400 pair copper conductors. No explanation was given for the increased capacity of 800 pair conductors. This represents a 23.5% increase in capacity over the existing facilities. Mr. Thomas upon direct testimony stated:

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2/ Bell Telephone Company's late filed Exhibit No. 3 revised this estimate upward to \$521,887.

Q. Does Bell agree to bear any of the cost of relocating its facilities as required by the instant proceeding?

A. No. Bell would not make any changes to its facilities if it were not forced to do so as a result of the instant proceeding. Furthermore, the required relocation will not enable Bell to provide any additional service or to provide services any less expensively, and the relocation of Bell's facilities, necessary to accommodate the rail-highway crossing improvement, will not benefit Bell or its ratepayers. (Emphasis added).

We strongly disagree with Mr. Thomas' statement. The additional 800 pair conductors provides substantial increase in capacity and will enable Bell Telephone to provide additional service.

There are five cables attached to the bridge, the earliest existing one placed in 1953, the others were placed in 1958, 1962, 1968 and 1980. We have reason to believe, however, that Bell Telephone may have had facilities occupying and attached to the bridge since the early 1920's. The service life of the existing and proposed facilities is 60 years. Some of the existing facilities have approximately 1/2 of the service life used up while others have most still remaining.

Bell Telephone has evaluated the alternative of locating its facilities to some other location. No specific work or cost estimates were given for this alternative. This information would be extremely helpful to us in making our determination for allocation of costs. Mr. Thomas when questioned about whether or not it would be less expensive

to relocate Bell Telephone's facilities permanently rather than temporarily, stated "No sir. Let me put it this way. It is less expensive to temporarily relocate them, which we are doing than to build new plant at some other place." In our opinion Bell Telephone has chosen to alter its facilities in a manner which would be least costly to itself and its ratepayers. The ability to reattach its facilities to the new bridge and occupy public right-of-way is of benefit to Bell Telephone.

Bell Telephone by virtue of its managerial discretion has located its facilities on the subject bridge. It has done so with full knowledge that if alteration were required of this bridge per 66 Pa. C.S.A. §2704(a), that this Commission has sole authority to allocate costs as relates to relocation of its facilities. Bell Telephone's facilities have been attached to the public bridge since the early 1920's. They have used the highway bridge to make a major utility crossing of the Schuylkill River, Conrail, and SEPTA. This has been at no cost to Bell Telephone either to construct, or to maintain the highway bridge, but they have received all benefits of use of the public structure. Now with reconstruction of the Matsonford Bridge, Bell Telephone wants others to bear the cost to completely renew its cable facility, extend the service life, and return its cable facility to public right-of-way. The ability of Bell Telephone to attach to and otherwise use a public facility for use of its own facility is of benefit to the utility.

Bell Telephone proposes to alter its facilities attached to the subject bridge. Bell Telephone requests reimbursement for all this work. Initially we would be persuaded to grant some minimal reimbursement because of the newness of some of the cables. However, when we look at the overall picture, the past and future benefits received, the 23.5% increased capacity of its new facilities (800 pair conductors), and our evaluation of all factors involved, we are of the opinion that Bell Telephone should bear all costs it will incur to relocate its facilities, estimated to cost \$521,887. As support for our allocation, we refer to the Philadelphia Suburban Water Company's willingness to bear the cost to attach its facilities to the new bridge. Bell Telephone is not being asked to bear any cost to reconstruct the Matsonford Bridge only to relocate its own facilities.

Bell Telephone plans to extend its underground facilities in the area of Access Road No. 1 cul-de-sac and Access Road No. 2. Bell Telephone is treating this work as betterment, and will not seek reimbursement for the cost of this work. We see no reason not to grant this request and will so order.

5. Conrail

No Conrail facilities will require alteration or relocation because of the proposed demolition and reconstruction of the Matsonford Bridge. Conrail will be required to provide watchmen, flagmen and construction

engineering and inspection services. The amount of and degree with which these services will be rendered are directly related to the contractor's operations. Conrail is not willing to bear these costs. We are of the opinion that this work is a needed safety function to protect the operation of the railroad. We view this work and cost as directly related to the construction of the improvement and will order that PennDOT and/or its contractor bear said costs.

Conrail is a proper party to this proceeding. The past railroad companies have been involved in this rail-highway crossing since construction of the first at-grade crossings and then later above-grade crossings. In May 1919 the County of Montgomery and the Philadelphia and Reading Railway Company entered into a contract to construct the existing Matsonford Bridge. At that time, the railroad company agreed to bear 40% of the construction cost. This amounted to \$240,000 which in our opinion was a substantial amount based on present day dollar. The railroad company contributed and otherwise assisted the construction of a public structure. This was, however, not without benefit to the railroad. Grade separated crossings eliminate the conflict and potential danger between trains and motor vehicles.

In 1937 this Commission at Docket No. C-11279 addressed the issue of maintenance of the subject bridge. The Commission's order in C-11279 assigned certain

maintenance to the railroad involved. This, in our opinion, shows a continuing responsibility on behalf of the railroad to maintain part of the subject bridge. The existing bridge will now be removed and a new one constructed in its place. The railroad will continue to receive the benefit of a grade separated crossing. We could therefore assess cost to the railroad based on the benefit they receive. We are of the opinion, however, that when we look at the past and future, the railroad has already borne a substantial cost. We will not assess construction cost to the railroad but will require the railroad to maintain a portion of the bridge in the future. Over the years, the dollar amount to properly maintain a bridge can be considerable.

6. SEPTA

Much of the previous discussion concerning Conrail is applicable to SEPTA.

SEPTA is the owner and operator of the line of tracks under the Matsonford Bridge in Conshohocken Borough. Their trains are served by an electric catenary system above the tracks. There is also a train station and platform under the subject bridge. SEPTA operates up to 21 round trip trains per week day.

During demolition and reconstruction of the Matsonford Bridge, SEPTA will be required to provide watchmen, flagmen, electric traction men, and construction engineering and inspection services. The amount of and

degree with which these services will be rendered are directly related to the contractor's operations. SEPTA is not willing to bear these costs. We are of the opinion that this work is a needed safety function to protect the operation of both the railroad and the contractor. We view this work and cost as directly related to the construction of the improvement and will order that PennDOT and/or its contractor bear said costs.

SEPTA's electric catenary near Harry Street requires relocation. The Harry Street at-grade crossing requires reconstruction. Both of these work items are included in PennDOT's construction contract at PennDOT's cost. The work related to the at-grade crossing, warning devices and new crossing surface, is eligible for funding from the Federal 203 program monies. We will direct that parties other than SEPTA bear the cost of said work.

Reference is made to our previous discussion concerning the benefit derived by the railroad from a grade separated crossing. However, as in the case of Conrail, we will not assess construction cost to SEPTA but will require them to maintain a portion of the bridge in the future. This includes the stairway leading from the bridge down to SEPTA's station and platform.

7. Upper Merion and Plymouth Railroad Company

UM&P Railroad is involved in this proceeding because PennDOT proposes to construct a temporary at-grade crossing where the entrance ramp to I-476 crosses the railroad's track. We are of the opinion that this work and cost are directly related to the construction of the improvement and that no cost should be assessed against UM&P Railroad. PennDOT is agreeable to bear the cost to construct the crossing including warning devices. We see no reason not to allocate cost in accordance with these terms and we will so order.

The only issue concerns what type of warning protection should be installed and who should maintain it. PennDOT predicts that 5,800 vehicles per day will utilize the temporary entrance ramps. We are of the opinion that the protection afforded the traveling public at this crossing should consist of automatic flashing lights and gate as well as advanced warning signs. Pavement warning marking are not necessarily needed. Our only concern in ordering installation of automatic devices is, will there be enough time to order and install said devices? Past experience has indicated that it takes approximately 9 months to get the necessary materials. However, our view of the scheduling of this entire project would indicate that Access Road Nos. 1 and 2 will have to be constructed before the detour is needed. This might take 6 months to 1 year,

allowing enough time to get the automatic warning devices installed. In any event, we will order that they be installed for they are needed protection for the traveling public.

UM&P Railroad has testified that they have no personnel to maintain automatic warning devices since they have no such devices on its system. We are of the opinion that the involved railroad is the proper party to be notified when such devices need attention. This is what is done statewide. Therefore, we will order that UM&P Railroad maintain the automatic flashing lights and gate but at PennDOT's cost. UM&P Railroad should make whatever arrangement is necessary to insure proper maintenance of the active warning devices.

PennDOT in constructing the temporary entrance ramp, proposes to install right-of-way fence along both sides of the ramp. This also includes a fence with gate across the UM&P Railroad track. This would require that each train stop, open the fence gates, traverse the crossing, and close the fence gates. UM&P Railroad objects to the installation of the fence gates and the requirement that it open and close the fence gates. We view this as a reasonable request by PennDOT considering that this is for a limited duration until the detour is removed. Also, UM&P will only be operating two trains per week day through this crossing.

8. Montgomery County, Conshohocken Borough,  
and West Conshohocken Borough

The new Matsonford Bridge will have pedestrian sidewalks on both sides of the highway. Highway lighting will be provided to illuminate the bridge. The previous bridge also had highway lighting. This Commission's Order of December 13, 1937 at Docket No. C-11279 assigned maintenance and cost to operate the lighting system. PennDOT requests that the assignment for the new lighting system be the same as the previous order. PennDOT is willing to construct and install the new lighting system. No one objected to PennDOT's request for assignment of maintenance and energy cost. We have reviewed the Commission's order at C-11279 and evaluated the factors as they relate to the instant proceeding. We see no reason to assign lighting maintenance and energy cost in a manner different than previously ordered. PennDOT will bear its share by constructing the lighting system. Montgomery County will be assigned primary responsibility to initially maintain and pay for the electric energy cost for the lighting system. The boroughs of Conshohocken and West Conshohocken, however, will be ordered to bear a share of the cost of said maintenance and electric energy. These parties will benefit by having a lighting system and all should share in its cost.

We are of the opinion that based on the above assignment of cost to the County and Boroughs, that no additional cost for construction of the improvement should

be assigned to them. We do recognize the fact that the County in 1919, along with the railroad, did contribute substantial monies to construct the existing bridge. We do recognize the benefits derived by these local municipalities and their residents in having a new bridge constructed. The County's and Boroughs' costs to maintain the lighting system and electric energy cost over the years is a fair and reasonable share of the total project cost.

The Harry Street at-grade crossing is going to be reconstructed. PennDOT requests that the Borough of Conshohocken bear 10% of the reconstruction cost. This work is not being done to eliminate any known or alleged hazards at the crossing. It is required to provide an adequate roadway to accommodate the class and volume of vehicular traffic which will now use Harry Street and Access Road No. 2 instead of the previous Mill Street vehicular ramp. We view this work as necessary for the elimination of the Mill Street ramp which was the previous means of access to the area under the Matsonford Bridge. Therefore, we are of the opinion that PennDOT should bear the construction cost of this work, but the Borough should maintain its highway approaches to the crossing upon completion of the work.

9. Plymouth Township Municipal Authority

Two sanitary sewer manholes at Colwell Lane and Sixth Avenue, Plymouth Township will have to be adjusted to accommodate construction of the improvement. The Authority

is willing to do the said work and bear the cost. We will so order.

F. Maintenance of Facilities

The non-transportation utilities are agreeable to maintain their respective facilities upon completion of their alteration, relocation, or installation. We will so order.

The railroads are agreeable to maintain their respective facilities upon completion of their alteration or relocation. As relates to the Harry Street at-grade crossing, we are of the opinion that SEPTA is the party who should maintain the warning devices and crossing surface. Conshohocken Borough will be assigned maintenance of the highway approaches, highway pavement (RXR) markings and advanced railroad crossing warning signs since Harry Street is a borough street.

Construction of Access Road No. 1 will require that a bridge near the intersection of Bullock Street be constructed over Conrail tracks. West Conshohocken Borough does not agree to maintain the bridge but does agree to maintain the highway approaches. The bridge and highway approaches will be constructed and paid for by PennDOT. Upon its completion, this highway will become a borough street. We are of the opinion that West Conshohocken Borough is the proper party to maintain the bridge superstructure and the highway approaches thereto. The

borough is not being asked to bear any of the construction cost. Conrail will be assigned maintenance of the bridge substructure.

Lighting on the Matsonford Bridge as well as its maintenance has already been discussed. The County of Montgomery will be assigned this responsibility in the first instance with each of the boroughs contributing to said costs.

Maintenance of the Matsonford Bridge will be divided among PennDOT, Conrail and SEPTA. The railroads will be assigned maintenance of the bridge portions spanning their respective tracks. SEPTA will also be responsible for the stairway leading down to its station area. This assignment of maintenance is consistent with the Commission's order in C-11279. PennDOT will be responsible for the remainder of the structure including the highway approaches thereto. This also includes the stairway from the bridge in that portion of West Conshohocken Borough. The local municipalities will be responsible to maintain the curbs and sidewalks on the approaches to the bridge. Ice and snow removal on the bridge and highway approaches will be the responsibility of PennDOT.

The above discussion concerning maintenance is general and the parties should refer to the order paragraphs for specific assignment.

PennDOT requests that the structural metal plate arch under Fayette Street and over Philadelphia Electric

Company's right-of-way be maintained by Montgomery County. This request is based on the fact that the structure provides an open way for the Montgomery County bikeway. No additional information, testimony, or comments were made by any other party concerning this issue. This structure although within the area of this Commission's concerns for the highway approaches for the Matsonford Bridge, does not involve a rail-highway crossing. It is within 120 feet of the east abutment of the new Matsonford Bridge. This area is of concern to us to insure adequate highway approaches to the Matsonford Bridge. Any extension of our authority beyond insuring that a safe and adequate highway approach is provided, in our opinion, is not justified. Lacking the existence of a rail-highway crossing at this immediate location (highway survey station 143+53 for LR 46140) our authority to assign maintenance in accordance with 66 Pa. C.S.A. §2702(b), is limited. We are of the opinion that resolution of maintenance of the metal plate arch under Fayette Street should be the concern of PennDOT, County of Montgomery, and Philadelphia Electric Company. Unless just reason is shown otherwise, these three parties are free to resolve this issue among themselves.

G. Appropriation of Property

Construction of the improvement will require appropriation of railroad right-of-way for aerial easement, surface easement, and required right-of-way from both

Conrail and SEPTA. The areas are (1) Conrail's track in West Conshohocken Borough involving the Matsonford Bridge, (2) SEPTA's tracks, station, and passenger platform in Conshohocken Borough involving the Matsonford Bridge and Access Road No. 2, and (3) Conrail's tracks in West Conshohocken Borough involving the bridge on Access Road No. 1. PennDOT has submitted property description by metes and bounds for these areas. These areas should be appropriated as requested. PennDOT agrees to bear the cost of the damages due the owners of said property.

## V. CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter and the parties to this proceeding.
2. Under the provision of Section 2702 and 2704 of the Public Utility Code (66 Pa. C.S.A. §2702, 2704) the Commission has (1) the authority over all concerned parties involved in any railroad-highway crossing; (2) the authority to prescribe the manner in which a crossing can be constructed, reconstructed or altered; (3) the authority to assign the work of alteration of the crossing; (4) the authority to determine the allocation of the costs for the alteration of the crossing; and (5) the authority to assign maintenance.
3. The Commission has the authority as may be necessary to protect the public interest, safety, and convenience.
4. The Commission has the authority to assess costs upon the concerned public utilities, municipal corporation or the Commonwealth of Pennsylvania, as it shall determine.

VI. RECOMMENDED ORDER

Therefore, it is Recommended:

1. That the petition filed December 27, 1983, by the Pennsylvania Department of Transportation for modification of our Order of October 21, 1975, be and is hereby approved to the extent it is consistent with this order.

2. That the Commission establish its jurisdiction limits for this project as follows:

Matsonford Bridge - All of the bridge and highway approaches thereto from Front Street in West Conshohocken Borough to Elm Street in Conshohocken Borough, including the Bell Telephone facilities from Elm Street to Spring Street, but excluding the construction of the metal plate arch over the abolished Conrail line.

Access Road No. 1 - All of Access Road No. 1

Access Road No. 2 - All of Access Road No. 2

Harry Street - All of Harry Street including the at-grade rail-highway crossing

3. That the final construction plans prepared by the Pennsylvania Department of Transportation, marked as Exhibit Nos. A and B, submitted at the hearing held July 24, 1984, be and are hereby approved.

4. That in accordance with the provisions of Section 2702(b) of the Public Utility Code, 66 Pa. C.S.A. §2702(b), the following described parcels of property be and are hereby appropriated for the construction of the crossing in accordance with the plans approved by the

Commission and that this paragraph be recorded with the Recorder of Deeds of Montgomery County indexed under the name or names of the record owners of the said property, grantor, and the Pennsylvania Department of Transportation, grantee, at the sole cost and expense of Pennsylvania Department of Transportation.

Record Owner

Consolidated Rail Corporation  
c/o J. T. Sullivan, P.E.  
Consolidated Rail Corporation  
Room 1200  
15 North 32nd Street  
Philadelphia, PA 19104

All that certain tract of land, together with all buildings, structures or parts thereof of any description or use whatsoever, erected or located thereon, situated in the Borough of West Conshohocken, Montgomery County, bounded and described as follows:

AERIAL EASEMENT, SURFACE EASEMENT, AND RIGHT-OF-WAY

PARCEL "A"

BEGINNING at a point located forty five feet left and perpendicular to Station 128+99.00 of the L.R. 46140, Section A00 R/W Baseline; thence North 35°27'28" East, a distance of 66.94 feet to a point; thence North 35°25'47.5" East, a distance of 2.02' feet to a point, said point being located forty five feet left and perpendicular to Station 129+68.00 of the L.R. 46140, Section A00, R/W Baseline; thence along a line on a curve to the left, having a radius of 1865.08 feet, an arc distance of 11.00 feet, said line having a chord bearing South 54°32'34.5" East, and a chord length of 11.00 feet, to a point on the northwesterly Legal R/W Line for existing L.R. 46140, a.k.a. Fayette Street, fifty feet width; thence along the said existing Legal R/W Line, South 35°27'28" West,

a distance of 68.96 feet to a point; thence leaving the Legal R/W Line of Fayette Street, along a line having a curve to the right with a radius of 1974.64 feet, an arc distance of 11.00 feet, said line having a chord bearing North 54°32'32" West and a chord length of 11.00 feet, to a point and the place of BEGINNING.

Containing 769.56 square feet of Aerial Easement Right-of-Way, which includes 189.20 square feet of surface easement for bridge piers and appurtenances.

#### PARCEL "B"

BEGINNING at a point located forty two feet right and perpendicular to Station 128+75.50 of the L.R. 46140 Section A00 R/W Baseline; thence along a line curving to the right, said line having a radius of 1999.64 feet and arc length 26.01 feet, with a chord bearing South 53°00'00.1" West and chord length of 26.01 feet to a point, said point being on the existing Legal Right-of-Way Line for L.R. 46140, a.k.a. Fayette Street, fifty feet width; thence along the southeasterly Legal Right-of-Way Line of Fayette Street, North 35°27'28" East, a distance of 180.34 feet to a point; thence leaving the existing Legal Right-of-Way Line, South 56°19'36.7" East, a distance of 22.20 feet to a point; thence South 33°39'28" West, a distance of 24.23 feet to a point; thence along a line curving to the right, having a radius of 2135.30 feet, an arc distance of 67.08 feet, said line having a chord bearing South 34°33'28" West and chord distance of 67.08 feet, to a point; thence South 34°11'27.4" West, a distance of 90.46 feet to a point and the place of BEGINNING.

Containing 4348.20 square feet of Aerial Easement Right-of-Way, which includes 1000.00 square feet of surface easement for bridge piers and appurtenances, and 1787.00 square feet of Required Right-of-Way for Access Road No. 1.

The above tract of land is a portion of real estate which became legally vested in Consolidated Rail Corporation from Reading Company, William Davis, Samuel Berry, and Bethel Moore, Trustees.

Record Owner

Southeastern Pennsylvania Transportation Authority  
c/o Edward H. Huss, Esquire  
5th Floor  
130 South 9th Street  
Philadelphia, PA 19107

All that certain tract of land, together with all buildings, structures or parts thereof of any description or use whatsoever, erected or located thereon, situated in the Borough of Conshohocken, Montgomery County, bounded and described as follows:

AERIAL EASEMENT AND SURFACE EASEMENT

PARCEL "A"

BEGINNING at a point located forty feet left and perpendicular to Station 140+63.00 of the L.R. 46140, Section A00 R/W Baseline; thence South  $67^{\circ}40'34.5''$  East, a distance of 15.40 feet to a point, said point being the north-westerly Legal Right-of-Way Line of L.R. 46140, a.k.a. Fayette Street, fifty feet width; thence along the said existing Legal Right-of-Way Line of Fayette Street, South  $35^{\circ}27'28''$  West, a distance of 128.50 feet to a point; thence leaving the Legal Right-of-Way Line, along a line curving to the right, with a radius of 275.00 feet, an arc distance of 15.52 feet, said line having a chord bearing North  $69^{\circ}28'25''$  West and chord distance of 15.52 feet, to a point; thence North  $35^{\circ}27'28''$  East, a distance of 129.00 feet, to a point and the place of BEGINNING.

Containing 1931.25 square feet of aerial easement right-of-way, which includes 720.00 square feet of surface easement for bridge piers and appurtenances.

PARCEL "B"

BEGINNING at a point located forty feet right and perpendicular to Station 140+81.00 of the L.R. 46140, Section A00 R/W Baseline; thence South  $35^{\circ}27'28''$  West, a distance of 109.00 feet; thence along a line curving to the right

with a radius of 302.00 feet, an arc distance of 16.77 feet, said line having a chord bearing North  $81^{\circ}06'26.3''$  West and a chord distance of 16.77 feet, to a point, said point being on the southeasterly Legal Right-of-Way Line for L.R. 46140, a.k.a. Fayette Street, fifty feet width, thence along the Legal Right-of-Way Line of Fayette Street, North  $35^{\circ}27'28''$  East, a distance of 110.00 feet to a point; thence leaving the Legal Right-of-Way Line, South  $77^{\circ}58'15.7''$  East, a distance of 16.35 feet to a point and the place of BEGINNING.

Containing 1635.00 square feet of Aerial Easement Right-of-Way, which includes 585.00 square feet of surface easement for bridge piers and appurtenances.

#### PARCEL "C"

BEGINNING at a point located forty feet left and perpendicular to Station 139+61.00 of the L.R. 46140, Sec. A00 R/W Baseline; thence North  $35^{\circ}27'28''$  East, a distance of 42.00 feet to a point; thence along a line curving to the left with a radius of 305.00 feet, an arc distance of 15.40 feet, said line having a chord bearing South  $67^{\circ}40'34.5''$  East and a chord length of 15.40 feet, to a point, said point being on the northwesterly Legal Right-of-Way Line of L.R. 46140, a.k.a. Fayette Street, fifty feet width; thence along the said Legal Right-of-Way Line of Fayette Street, South  $35^{\circ}27'28''$  West, a distance of 46.00 feet; thence leaving the existing Fayette Street Legal Right-of-Way Line, North  $52^{\circ}37'59.1''$  West, a distance of 15.01 feet to a point and the place of BEGINNING.

Containing 660.00 square feet of Aerial Easement Right-of-Way.

The above tract of land is a portion of real estate which became legally vested in the Southeastern Pennsylvania Transportation Authority from Penn Central Transportation Company, Robert W. Blanchette, Richard C. Bond, and John H. McArthur, Trustees, by Deed Recorded November 1, 1978, in Deed Book Volume 4357, Page 156 in the Recorder of Deeds Office for Montgomery County.

5. That in accordance with the provisions of Section 2702(b) of the Public Utility Code, 66 Pa. C.S.A. §2702(b), the following described parcels of property be and are hereby appropriated for the construction of the crossing in accordance with the plans approved by the Commission and that this paragraph be recorded with the Record of Deeds of Montgomery County indexed under the name or names of the record owners of the said property, grantor, and the Borough of West Conshohocken, Montgomery County, Grantee, at the sole cost and expense of the Borough of West Conshohocken.

Record Owner

Consolidated Rail Corporation  
c/o J. T. Sullivan, P.E.  
Consolidated Rail Corporation  
Room 1200  
15 North 32nd Street  
Philadelphia, PA 19104

All that certain tract of land, together with all buildings, structures or parts thereof of any description or use whatsoever, erected or located thereon, situated in the Borough of West Conshohocken, Montgomery County, bounded and described as follows:

RIGHT-OF-WAY

PARCEL "A"

BEGINNING at a point on the Southeast side of L.R. 46140 (50' wide) at the Northwest corner of the Bridge Ramp R/W Line, said point also being located 18 feet to the right of Station 130+56 L.R. 46140, Sec. A00 R/W baseline; thence along the Consolidated Rail Corporation property line, South 54°41'10.4" East, a distance of 105.00 feet to a point on the property

line between the Consolidated Rail Corporation and Oil Distributors of Philadelphia, Inc.; thence along the said property line South  $35^{\circ}18'49.6''$  West, a distance of 84.00 feet to a point on the required R/W line for Access Road No. 1; thence along the required R/W line of Access Road No. 1 by a curve to the right having a radius of 80.00 feet, an arc distance of 9.52 feet, said line having a chord bearing of North  $57^{\circ}41'56.6''$  West, a distance of 9.51 feet to a point, said point being 21.5 feet left of Station 9+13.50 Access Road No. 1 R/W baseline; thence North  $54^{\circ}41'10.4''$  West, a distance of 71.50 feet to a point, said point being 21.5 feet left of Station 9+85 Access Road No. 1 R/W baseline; thence North  $35^{\circ}18'49.6''$  East, a distance of 6.50 feet to a point; thence North  $54^{\circ}41'10.4''$  West a distance of 24.00 feet to a point on the legal R/W line for L.R. 46140 (50' wide), said point being located 16 feet to the right of Station 129+78 L.R. 46140, Sec. A00 R/W baseline; thence along the legal R/W line of L.R. 46140, North  $35^{\circ}18'49.6''$  East, a distance of 78.00 feet to a point and the place of BEGINNING.

Containing 8925 square feet, more or less.

#### PARCEL "B"

BEGINNING at a point where Access Road No. 1 R/W baseline intersects the Consolidated Rail Corporation and Telford Industrial Development Authority property line, said point also located 17.50 feet left of Station 11+25 of Access Road No. 1 R/W baseline; thence along the Access Road No. 1 required R/W line the following six courses and distances: First, by a curve to the left having a radius of 132.50 feet, an arc distance of 5.68 feet to a point said line having a chord bearing of North  $75^{\circ}38'36''$  West, a distance of 5.68 feet, said point being located 17.50 feet to the left of Station 11+31.43 of Access Road No. 1 R/W baseline; Second, North  $77^{\circ}26'43.7''$  West, a distance of 3.74 feet to a point, located 17.50 feet to the left of Station 11+35.17 Access Road No. 1 R/W baseline; Third, by a curve to the right having a radius of 167.50 feet, an arc distance of 84.31 feet to a point, said line having a chord bearing of North  $63^{\circ}01'33.3''$  West, a distance of 83.42 feet, said point located 17.50 feet left of Station 12+10.67 Access Road No. 1 R/W baseline; Fourth, North  $48^{\circ}36'25.1''$  West, a distance of 787.85 feet to a point, said point located 17.50 feet left of Station 19+98.52 Access Road No. 1 R/W baseline; Fifth, by a curve to the right having a radius

of 267.50 feet, an arc distance of 80.30 feet to a point, said line having a chord bearing of North  $39^{\circ}53'58.3''$  West, a distance of 80.00 feet, said point located 17.50 feet left of Station 20+74.51 on Access Road No. 1 R/W baseline; Sixth, North  $31^{\circ}11'31.6''$  West, a distance of 23.49 feet to a point on the Consolidated Rail Corporation and Telford Industrial Development Authority property line, said point located 17.50 feet left of Station 20+98 of Access Road No. 1 R/W baseline; thence along the said Consolidated Rail Corporation and Telford Industrial Development property line South  $48^{\circ}28'10.9''$  East, a distance of 748.00 feet to a point located on the Access Road No. 1 R/W baseline at Station 13+53; thence by a curve to the left having a radius of 3774.83 feet, an arc distance of 88.05 feet to a point, said line having a chord bearing of South  $49^{\circ}15'18.3''$  East, a distance of 88.05 feet, said point located 1.00 feet right of Station 12+64.60 of Access Road No. 1 R/W baseline; thence by a curve to the left having a radius of 1865.06 feet an arc distance of 145.67 feet to a point, said line having a chord bearing of South  $51^{\circ}42'09.4''$  East, a distance of 145.64 feet to a point and the place of BEGINNING.

Containing 18,100 square feet, more or less.

#### PARCEL "C"

BEGINNING at a point on the Consolidated Rail Corporation and Telford Industrial Development Authority property line which point is located 65.00 feet left of Station 22+60 of Access Road No. 1 R/W baseline; thence North  $85^{\circ}25'28.6''$  West, a distance of 24.41 feet to a point; thence North  $49^{\circ}35'44.7''$  West a distance of 56.20 feet to a point, said point being 46 feet left of Station 23+83, Access Road No. 1 R/W baseline; thence North  $48^{\circ}16'24.5''$  West a distance of 122.88 feet; thence North  $41^{\circ}19'52.3''$  East, a distance of 15.53 feet to a point, said point being located 68 feet right of Station 24+32, Access Road No. 1 R/W baseline; thence South  $48^{\circ}25'12''$  East, a distance of 199.74 feet to point and the place of BEGINNING.

Containing 2,950 square feet, more or less.

## AERIAL EASEMENT

BEGINNING at a point on the Southwest side of the Consolidated Rail Corporation property line, which point is located 67.00 feet left and radial to Station 24+46 of Access Road No. 1 R/W baseline; thence along the property line between the Consolidated Rail Corporation and the Telford Industrial Development Authority, North 47°14'01.2" West, a distance of 121.03 feet to a point; thence crossing the railroad tracks, North 41°19'52.3" East, a distance of 41.85 feet to a point; thence South 48°16'24.5" East, a distance of 122.88 feet to a point also located 46.00 feet left and radial to Station 23+83 of Access Road No. 1 R/W baseline; thence crossing over the railroad tracks, South 43°25'22.4" West, a distance of 44.06 feet to a point and the place of BEGINNING.

Containing 5237.44 square feet, more or less.

The above tract of land is a portion of real estate which became legally vested in Consolidated Rail Corporation from Reading Company, William Davis, Samuel Berry, and Bethel Moore, Trustees.

6. That in accordance with the provisions of Section 2702(b) of the Public Utility Code, 66 Pa. C.S.A. §2702(b), the following described parcels of property be and are hereby appropriated for the construction of the crossing in accordance with the plans approved by the Commission and that this paragraph be recorded with the Recorder of Deeds of Montgomery County indexed under the name or names of the railroad owners of the said property, grantor, and the Borough of Conshohocken, Montgomery County, grantee, at the sole cost and expense of the Borough of Conshohocken.

Record Owner

Southeastern Pennsylvania Transportation Authority  
c/o Edward H. Huss, Esquire  
5th Floor  
130 South 9th Street  
Philadelphia, PA 19107

All that certain tract of land, together with all buildings, structures or parts thereof of any description or use whatsoever, erected or located thereon, situated in the Borough of Conshohocken, Montgomery County, bounded and described as follows:

PARCEL "A"

BEGINNING at the point of intersection for the Legal Right-of-Way lines for the northwest side of Fayette Street (50' wide) and the southwest side of Old Canal Street (19' wide), said point also being located 17 feet southwest and radial from plan Station 299+96 of Access Road No. 2; thence along the northwest side of Fayette Street, South  $35^{\circ}27'28''$  West, a distance of 12.40 feet to a point on the required R/W line of Access Road No. 2; thence along the required R/W line of Access Road No. 2 by a curve to the right having a radius of 306.48 feet, an arc distance of 14.99 feet, said line also having a chord bearing of North  $69^{\circ}09'33.5''$  West, a distance of 14.99 feet to a point on the required R/W line of Access Road No. 2; thence continuing along the required R/W line of Access Road No. 2, the following courses and distances: South  $35^{\circ}27'28''$  West, a distance of 41.40 feet to a point; thence North  $53^{\circ}15'06.9''$  West, a distance of 59.17 feet to a point; thence North  $34^{\circ}52'41.7''$  East a distance of 34.00 feet to a point, said point being located 20 feet to the left and radial from Station 300+69; thence along a curve to the right, having a radius of 306.48 feet, an arc distance of 30.29 feet, having a chord bearing of North  $52^{\circ}17'21.7''$  West, a distance of 30.27 feet, to a point; thence North  $49^{\circ}27'34''$  West, a distance of 82.07 feet to a point; thence by a curve to the left having a radius of 165.00 feet, an arc distance of 55.85 feet, and a chord bearing of North  $59^{\circ}09'21.8''$  West, a distance of 55.58 feet to a point on the Southeast Legal R/W Line of Forrest Street Ramp; thence along the Southeast Legal R/W Line of Forrest Street Ramp, North  $35^{\circ}43'38.3''$  East, a distance of 15.46 feet to a point at the Southwest

corner of Old Canal Street (19' wide); thence along the Legal R/W Line for Old Canal Street (19' wide) the following courses and distances: along a curve to the right, having a radius of 250.00 feet more or less, an arc distance of 44.43 feet, having a chord bearing South 56°38'40" East, a distance of 44.37 feet to a point; thence South 49°42'35.5" East, a distance of 94.14 feet to a point; thence by a curve to the left having a radius of 294.48 feet, an arc distance of 104.14 feet, having a chord bearing of South 59°35'24.6" East, a distance of 103.60 feet, to a point on the Northwest side of Fayette Street and the place of BEGINNING.

Containing 5,338 square feet, more or less.

PARCEL "B"

BEGINNING at a point, said point being offset 20 feet left and radial to Access Road No. 2 plan Station 303+08; thence crossing Access Road No. 2, North 53°28'37.3" West, a distance of 73.96 feet to a point 20 feet right of Access Road No. 2 plan Station 303+65; thence continuing along the required R/W line for Access Road No. 2, by a curve, to the right, having a radius of 205.00 feet, an arc distance of 92.00 feet, having a chord bearing of North 88°38'24.6" East, a distance of 91.23 feet to a point on the Northwest legal R/W line of Forrest Street Ramp; thence along the Northwest legal R/W line of Forrest Street Ramp, South 35°31'58.9" West, a distance 56.02 feet to a point and the place of BEGINNING.

Containing 2400 square feet, more or less.

PARCEL "C"

BEGINNING at a point, said point being the Northeast corner of intersection of Legal Right-of-Ways for Forrest Street Ramp and Old Canal Street; thence along the Northeast side of Forrest Street, North 34°42'51" East, a distance of 6.10 feet to a point on the Access Road No. 2 required R/W line; thence along a curve to the right having a radius of 205.00 feet, an arc distance of 11.72 feet, having a chord bearing of South 62°37'10.5" East, a distance of 11.72 feet to a point; thence South

13°01'52.9" West, a distance of 5.96 feet to a point on the Northeastern legal R/W line for Old Canal Street; thence along the Northeastern legal R/W line for Old Canal Street, on a curve to the left having a radius of 269.00 feet, an arc distance of 13.98 feet, having a chord bearing of North 63°44'34.3" West, a distance of 13.98 feet to a point on the Southeast R/W line of Forrest Street and the place of BEGINNING.

Containing 88 square feet, more or less.

The above tract of land is a portion of real estate which became legally vested in the Southeastern Pennsylvania Transportation Authority from Penn Central Transportation Company, Robert W. Blanchette, Richard C. Bond, and John H. McArthur, Trustees, by Deed Recorded November 1, 1978, in Deed Book Volume 4357, Page 156 in the Recorder of Deeds Office for Montgomery County.

7. That Pennsylvania Department of Transportation, at its sole cost and expense, furnish all material and do all work necessary to construct the improvement generally in accordance with the herein approved construction plans.

8. That Southeastern Pennsylvania Transportation Authority at the sole cost and expense of Pennsylvania Department of Transportation, within six (6) months from the date of service of the Commission's order, submit to this Commission for review and approval, a set of detailed location and circuit plan for the installation/relocation of the automatically operated railroad crossing flashing warning lights and gates at the Harry Street at-grade crossing.

9. That Pennsylvania Department of Transportation, at its sole cost and expense, furnish all material and do all work necessary to install/relocate the automatically

operated railroad crossing flashing warning lights and gates and railroad crossbucks at the Harry Street at-grade crossing all in accordance with the approved plans.

10. That Pennsylvania Department of Transportation, at its sole cost and expense, furnish all material and do all work necessary to install railroad crossing advance warning signs and railroad crossing pavement markings (RXR) at appropriate locations on the highway approaches to the Harry Street at-grade crossing, all in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

11. That Pennsylvania Department of Transportation, at its sole cost and expense, establish, mark, and maintain appropriate detours, as necessary, to accommodate vehicular traffic during construction of the improvement.

12. That Pennsylvania Department of Transportation at least ten (10) days prior to the start of work notify all parties of record of the actual date when work will be started on this project.

13. That Consolidated Rail Corporation, at the sole cost and expense of Pennsylvania Department of Transportation, furnish and maintain flagmen, watchmen, and engineering and construction inspection services, as necessary, while work is being performed above, along, and across its tracks in accordance with this order.

14. That Southeastern Pennsylvania Transportation Authority, at the sole cost and expense of Pennsylvania Department of Transportation, furnish and maintain flagmen,

watchmen, electric traction men, and engineering and construction inspection services, as necessary, while work is being performed above, along, and across its tracks in accordance with this order.

15. That Upper Merion & Plymouth Railroad Company, at the sole cost and expense of Pennsylvania Department of Transportation, furnish and maintain flagmen, watchmen, and engineering and construction inspection services as necessary, while work is being performed along and across its tracks in accordance with this order.

16. That the Bell Telephone Company of Pennsylvania, Philadelphia Electric Company, Philadelphia Suburban Water Company, and Plymouth Township Municipal Authority, each respectively, at its initial cost and expense furnish all material and do all work necessary to make alteration to its respective facilities, as necessary to permit the construction of the improvement.

17. That any relocation of, changes in, or removal of any existing structure, equipment or facilities of any public utility other than Consolidated Rail Corporation, Southeastern Pennsylvania Transportation Authority, and the non-transportation utilities involved, which may be required as incidental to the execution of this order, be made by the said public utility at its initial cost and expense and in such a manner so as not to interfere with the construction of the highway improvement.

18. That Pennsylvania Department of Transportation, the involved municipalities, the involved railroad companies, and the involved non-transportation utilities cooperate with each other during the construction of the improvement so that the operations or facilities of either of the parties will not be endangered or unnecessarily impeded.

19. That the work ordered herein be completed in a manner satisfactory to this Commission on or before December 31, 1987, and that upon completion of the improvements, each of the involved parties report to this Commission the actual date of completion of its respective work ordered herein and at the earliest practicable time subsequent to the said date of completion, submit to this Commission a detailed statement of the actual costs incurred in furnishing material and performing work in accordance with this Order.

20. That upon completion of the improvement ordered herein, Pennsylvania Department of Transportation, when as certified by this Commission, pay to Philadelphia Suburban Water Company a sum or sums of money equal to (1) 100% of the actual cost incurred related to work on Access Road No. 1 cul-de-sac, 6-inch water main and reconnecting service lines, and (2) 20% of the actual cost incurred related to work near pier No. 12, 6-inch water main.

21. That Philadelphia Suburban Water Company bear the remaining cost it incurred in furnishing material and performing work in accordance with this order.

22. That upon completion of the improvement ordered herein, Pennsylvania Department of Transportation, when and as certified by this Commission, pay to Philadelphia Electric Company a sum or sums of money equal to 60% of the actual cost incurred by PECO in furnishing material and performing work to alter its 2 inch gas main along Access Road No. 1.

23. That Philadelphia Electric Company bear the remaining cost it incurred in furnishing material and performing work in accordance with this order.

24. That the Bell Telephone Company bear 100% of the cost it incurred in furnishing material and performing work in accordance with this order.

25. That Plymouth Township Municipal Authority having agreed to do so, bear 100% of the cost it incurred in furnishing material and performing work to adjust its manholes in accordance with this order.

26. That Pennsylvania Department of Transportation, at its sole cost and expense, pay all compensation for damages due to the owners of property taken, injured, or destroyed by reason of the construction of the improvement in accordance with this order.

27. That upon completion of the improvement and its opening to public use, Consolidated Rail Corporation, at

its sole cost and expense, furnish all material and do all work necessary to maintain (1) the Matsonford Bridge piers and entire bridge superstructure spanning over and adjacent to its tracks, (2) Access Road No. 1 bridge substructure, and (3) its railroad facilities in the area of the crossings; all in a safe and satisfactory condition.

28. That upon completion of the improvement and its opening to public use, Southeastern Pennsylvania Transportation Authority, at its sole cost and expense, furnish all material and do all work necessary to maintain (1) the Matsonford Bridge piers and entire bridge superstructure spanning over and adjacent to its tracks, (2) the stairway, left of highway station 138+78, leading from the bridge to the area near its station, and (3) its railroad facilities in the area of the crossings; all in a safe and satisfactory condition.

29. That upon completion of the improvement and its opening to public use, Southeastern Pennsylvania Transportation Authority, at its sole cost and expense, furnish all material and do all work necessary to maintain the automatically operated railroad crossing flashing warning lights and gates, railroad crossbucks, and the crossing surface between the tracks and for a distance of at least 24 inches outside the outermost tracks, all at the Harry Street crossing, in a safe and satisfactory condition.

30. That Upper Merion and Plymouth Railroad Company, at the sole cost and expense of Pennsylvania

Department of Transportation, furnish all material and do all work necessary to maintain, for the limited time it is in use, the automatically operated railroad crossing flashing warning lights and gate, railroad cross bucks and the crossing surface between the tracks for a distance of at least 24 inches outside the outermost rails, all at the temporary entrance ramp to I-476, in a safe and satisfactory condition.

31. That upon conclusion of its use, Pennsylvania Department of Transportation, at its sole cost and expense, remove the rail-highway crossing, highway approaches, all warning devices, and fence with gate from the temporary crossing of the Upper Merion and Plymouth Railroad Company; all material removed including warning devices to become the property of Pennsylvania Department of Transportation.

32. That while they are in place, Upper Merion and Plymouth Railroad Company upon approaching the fence gate across its tracks at the temporary at-grade crossing of the entrance ramp to I-476, open the gates, proceed through the crossing and then close the gates, for each and every movement of its train through the crossing.

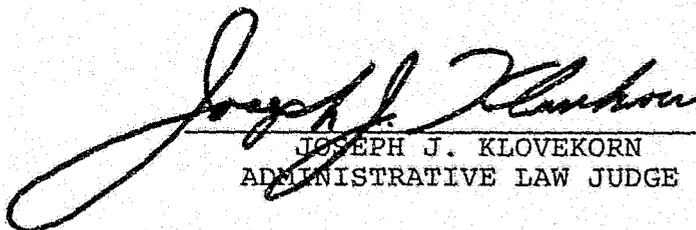
33. That upon completion of the improvement and its opening to public use, County of Montgomery, at its initial cost and expense, furnish all material and do all work to maintain and pay for the electrical energy cost for the highway lighting system on the Matsonford Bridge and highway approaches.

34. That upon completion of the improvement and its opening to public use, the Borough of Conshohocken and the Borough of West Conshohocken, each respectively, pay to the County of Montgomery 40% of the actual cost of furnishing material and performing work to maintain and pay for the electric energy cost for the highway lighting system on the Matsonford Bridge and highway approaches.

35. That upon completion of the improvement and its opening to public use, Borough of Conshohocken and Borough of West Conshohocken, each respectively, at its sole cost and expense, maintain the curbs and sidewalk on the highway approaches to the Matsonford Bridge in a safe and satisfactory condition.

36. That upon completion of the improvement and its opening to public use, Pennsylvania Department of Transportation, at its sole cost and expense, furnish all material and do all work to maintain the remainder of the Matsonford Bridge and highway approaches thereto, including snow and ice removal but excluding the highway lighting system, maintenance assigned to the railroads and boroughs, all in a safe and satisfactory condition.

37. That this order insofar as it places the cost of the improvement on various parties is without prejudice to their rights to recover the said costs from others in accordance with any lawful agreements.

  
\_\_\_\_\_  
JOSEPH J. KLOVEKORN  
ADMINISTRATIVE LAW JUDGE

DATE: May 13, 1985