

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Complaint Docket No. 19707

DEPARTMENT OF TRANSPORTATION OF THE COMMONWEALTH  
OF PENNSYLVANIA

v.

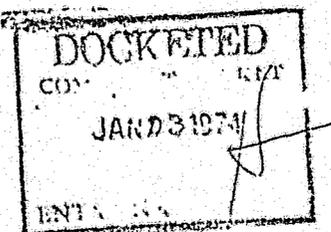
READING COMPANY, BOROUGH OF CONSHOHOCKEN, BOROUGH  
OF WEST CONSHOHOCKEN, AND COUNTY OF MONTGOMERY.

ORDER

BY THE COMMISSION, JANUARY 15, 1974:

This matter is before us upon complaint filed by Department of Transportation of the Commonwealth of Pennsylvania on September 27, 1972, alleging, inter alia, 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 tracks of Reading Company on each side of the Schuylkill River, is in a state of disrepair. It is further alleged that maintenance responsibilities at this location were directed by order of the Commission, issued December 13, 1937, at Complaint Docket No. 11279, and that parties therein obligated have refused to agree to bear the costs of repairs necessary to be performed on portions of the structure for which they are responsible.

Attached to the complaint are PennDOT Exhibits Nos. 1 and 2, being respectively a plan prepared by the department outlining the repairs necessary to ensure the future life of the structure, and an estimate of the costs thereof, in the amount of \$546,278.50. Accordingly, Department of Transportation requests the Commission to adopt the plan and estimate of costs, to direct it to make all necessary repairs to the crossing structure in accordance therewith,



and to order the respective parties to reimburse it such applicable costs in accordance with the provisions of the order issued December 13, 1937 at C. 11279.

Answers to the department's complaint were filed by each respondent party, save County of Montgomery, 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,

At that hearing, Department of Transportation presented testimony and exhibits through its witness M. H. Davis, Assistant Grade Crossing Engineer, who stated that the subject bridge structure, which accommodates 30,260 motor vehicles daily, connects the boroughs of Conshohocken and West Conshohocken, carrying State Highway Route 46140 across the Schuylkill River and over and above the tracks of Reading Company on each side thereof. This crossing structure is locally known, also, as either the Fayette Street Bridge and/or the Matsonford Bridge. Constructed in 1920, the bridge is comprised of 10 concrete arch spans on massive concrete piers and abutments. The eight central spans are each 116 feet in length, while the two end spans are 80 feet long, each. It is below each of these two end spans that the railroad tracks are located. For descriptive purposes, the bridge runs in an east-west direction, with spans being numbered consecutively from west to east.

Adjacent to Pier No. 2, a ramp extends southward from the main bridge to the level of the tracks below, serving Merion Worsted Company. On the easterly end, adjacent to Pier No. 8, another ramp extends northward to the lower level, on the line of Mill Street. Branching eastwardly off this ramp is an additional shorter ramp, known as the Forrest

Street ramp, leading to the general area of Reading Company's Conshohocken passenger station.

Department of Transportation Exhibit No. 1 consists of 9 sheets of drawings, identified as S-10482, for repairs to the subject structure which the department considers necessary to prolong the future life thereof. Shown on these drawings are miscellaneous items of work proposed over widespread locations throughout the structure and ramps, including removal of deteriorated concrete, sidewalk and railing repairs, pavement overlay, improvement of drainage systems, removal of a deteriorated pedestrian stairway, and sundry other items of localized maintenance and repair.

Department's Exhibit No. 2 is a single sheet preliminary estimate of costs in the total amount of \$546,278.50, exclusive of the costs of engineering and contingencies, which the department estimates at \$109,255.70. According to the department's witness, these costs are suggested to be allocated to the various respondent parties as follows:

<u>Respondent Party</u>	<u>Construction</u>	<u>Engineering and Contingencies</u>	<u>Total</u>
Department of Transportation	\$ 367,130.50	\$ 73,426.10	\$ 440,556.60
Reading Company	138,380.50	27,676.10	166,056.60
Borough of Conshohocken	35,709.50	7,141.90	42,851.40
Borough of West Conshohocken	<u>5,058.00</u>	<u>1,011.60</u>	<u>6,069.60</u>
	\$ 546,278.50	\$ 109,255.70	\$ 655,534.20

Department of Transportation is willing to perform all work and bear all costs of repairs at its initial expense, subject to reimbursement by the other parties in the amounts indicated above, under the column headed "Total". Reimbursement is requested by PennDOT under the terms and conditions of the order issued by Pennsylvania Public Utility Commission

on December 13, 1937, at Complaint Docket 11279, wherein maintenance of various portions of the structure, as constructed, were assigned to the noted respondent parties. Inasmuch as certain of the repair work suggested by PennDOT would be performed on portions so assigned to parties other than it, the department requests it be reimbursed all costs expended by it on those portions. The department's witness testified that it is willing, if so ordered by the Commission, to delete certain work on portions of the structure for which other parties have maintenance responsibility, specifically on the ramp structures and east stairway, and removal of the west stairway.

No change in maintenance responsibilities has been requested nor is suggested by the department under this current complaint docketed at C. 19707, which, according to the witness, was filed by Department of Transportation because the respondent parties would not agree to voluntarily assume their share of costs as assigned by the order at C. 11279.

On cross-examination, department's witness stated that the traffic-count information presented does not provide a breakdown as to vehicle types using the crossing structure, but conceded that "a large number of trucks of all sizes" (sic) do presently use the bridge, which has no current posted load limitation. It was further conceded that when and if a proposed "Blue Route" up the river is completed, such route may provide relief of the heavy use of this structure, particularly by through truck traffic. On questioning by counsel for Reading Company, it was determined that deletion of the work previously noted by the department could reduce the suggested share of costs to the carrier by some \$37,000 more or less.

Cross-examination was directed to considerable length, by counsel for Boroughs of Conshohocken and West Conshohocken, with regard to those portions of the work which relate to areas of their respective maintenance responsibility. The thrust of the questioning dealt primarily with regard to the necessity for the work suggested to be performed, the responsibility therefore, the cause of the deterioration, and whether failure to perform such work would compromise the safety of the main structure. Previous testimony and responses by the department's witness indicate that accommodation of through traffic is not contingent upon rehabilitating the side ramps, although local traffic using those ramps would be subject to whatever conditions exist thereat. The question was also raised as to an apparent discrepancy in the length of the bridge, between the figures shown on department's Exhibit No. 1 and the figures quoted in the Commission's order of 1937 at C. 11279, and what areas constitute bridge structure and/or approaches.

M. Schifalacqua, Engineer of Structures for Reading Company, testified for the carrier, confirming those areas of the structure designated to it for maintenance as outlined in the above-referenced order of 1937. Commenting on the items of repair to these portions, as suggested by the department's Exhibit No. 1, this witness disavowed the necessity for same, contending that the department's District 6-0 Bridge Engineer stated at a field conference held at the bridge site on September 12, 1972 that the structure was not in danger of imminent collapse, but that delay in making the suggested repairs could possibly result in the necessity for replacement. Further, the witness testified that each of the items of work proposed to be done on railroad portions of the structure were, in his opinion, neither necessary to

preserve the structural integrity of the bridge, nor of the nature of maintenance, but rather were items of repair, improvement, replacement or addition, all of no benefit to the company, and which are attributable to acts of parties other than itself. More specifically, any deficiencies found on the structure, according to this witness' testimony, are the result of salting chemicals used on the roadway, the blocking of the roadway drainage systems, and the volume and class of traffic using the bridge.

Accordingly, Reading Company is of the opinion that it in no way contributed to the deterioration of the bridge and should therefore bear none of the costs of the suggested repairs.

Reading Company submitted seven photographs, identified as its Exhibits Nos. 1-A through 1-E, which depict traffic flow on the structure at various times throughout the day, on December 5, 1972. It is noted that each photograph indicates heavy use of the structure by both passenger vehicles and large trucks, both eastbound and westbound.

A second Reading Company exhibit pertaining to a traffic count made of vehicles using the ramp leading to their Conshohocken Station building raised objection from counsel for Department of Transportation, and was not admitted as a part of the record.

On cross-examination, the company's witness responded that the structure may well be safe for the next twenty years or more without benefit of the repairs as proposed by the department.

The President of Conshohocken Borough Council, J. Burns, testified that the east ramp serves no present purpose to the borough, having been constructed at a time when Forrest Street once crossed the Reading Company at the

lower level, and when that company's freight and passenger stations accommodated much heavier rail traffic than today. Since that time, the Forrest Street crossing has been abolished and the ramp now leads to nowhere except down to a junk yard along the river bank, a service hardly of sufficient importance to the borough as to justify the expenditure of some \$35,000 for repair, according to the witness.

Department's witness, M. Davis, testified on recall that in his opinion the two approaches to the structure on the West Conshohocken end, as mentioned in the order of December 13, 1937, at C. 11279, presumably referred to Ford Street and Front Street, which were both in existence prior to construction of the bridge, although the department holds to the position that the approaches begin at the centerlines of the end abutments. Additionally, the witness stated that the sidewalks throughout the length of the structure and on the approaches are in a state of disrepair and pose hazard to pedestrians. Questioning pertaining to availability of funds for financing the repairs, and to the extent of salting as the cause of deterioration, led to no definitive conclusions.

The record notes the presence at the hearing of R. A. Tillman, State Senator from the 17th Senatorial District. Briefs were filed by Reading Company and by Boroughs of Conshohocken and West Conshohocken on January 17, 18, and 22, 1973, respectively.

In its brief, Reading Company emphasized its contention that all the work suggested by Department of Transportation was unnecessary at this time, that the company has in no way contributed to whatever deterioration exists, and that it should not be required to bear any portion of the costs of whatever repairs may be ordered accomplished. Further, the company argues that the rulings of the hearing

Examiner, to bar admission of traffic counts on the east ramp, and testimony relevant to changes in future maintenance responsibility, were in error.

Borough of Conshohocken, in its brief, argues that since Department of Transportation was willing to delete rehabilitation of the east ramp from its proposed work, it is doubtful if such work is really necessary at this time. It is contended that construction of the Schuylkill Expressway and Pennsylvania Turnpike has greatly increased the volume of traffic using the subject bridge, which can no longer be considered a local facility, but rather a regional traffic artery. In addition, the borough argues that the structure was not built for its benefit, that the record contains nothing to establish that the borough has not performed routine maintenance on the east ramp, and that said ramp has become a means for through traffic seeking shortcuts to avoid the congestion on the main thoroughfare.

The brief filed by West Conshohocken presents argument relative to its position that the Borough should not be deemed responsible for the curbs and sidewalks within a distance of approximately 129 feet west of the west abutment, basing their argument upon an apparent discrepancy in the overall length of the bridge as defined by PennDOT and as contained in the December 13, 1937 order at C. 11279. The borough states in its brief that it is of the opinion the 1937 order referred to the sidewalks and curbs along Front Street and Ford Street, disagreeing with Department of Transportation's position that the order assigns to the borough the approaches between these streets and the bridge proper.

We have carefully reviewed the record in this matter, and upon full consideration of the testimony and

exhibits admitted at the hearing held December 20, 1972, are of the opinion that there is insufficient information of record as to permit a final determination of all issues raised as a result of, and related to, the basic plea of the department's complaint. However, it is the opinion of this Commission that the best interests of the public and of all parties to this proceeding will be best served by effecting all repairs and/or preventive maintenance measures suggested by Department of Transportation, on all portions of the main structure, ancillary ramps, roadways and approaches, and we will so order.

Further, in order to afford the parties opportunity to be heard in full, and to submit any pertinent additional testimony, exhibits and data in support of their position in this proceeding, we will direct that further hearing be had to expand upon the matters of allocation of costs and of future maintenance obligations at this location; THEREFORE,

IT IS ORDERED:

1. That the Matsonford Bridge structure, together with any and all contiguous ramps, and the approaches thereto, the main structure of which crosses over and above the grade of tracks of Reading Company at two locations, and across the Schuylkill River, between Borough of Conshohocken and Borough of West Conshohocken, in Montgomery County, be repaired generally in accordance with the detailed plan prepared by Department of Transportation and submitted for this record as its Exhibit No. 1, which plan is attached hereto, made part hereof, and upon receipt by this Commission of a properly approved copy thereof affixed with the signature of the department's Bridge Engineer, will thereby be and become approved, except insofar as it may relate to the

division of work, the deletion of work, or to the allocation of the costs and expenses incident to the construction and maintenance thereof.

2. That Department of Transportation, at its initial cost and expense, furnish all material and do all work necessary to make the repairs as generally indicated on the approved plan, including such work shown thereon as required to be performed on the approaches to the bridge, on the ramps contiguous to the bridge, on the spans over the tracks of the carrier, and any and all substructure units, wingwalls or other portions thereof.

3. That Trustees of Reading Company, at the initial cost and expense of Department of Transportation, furnish and maintain watchmen and flagmen to protect its operations and facilities during the time the work is being performed over, across and adjacent to its tracks, contingent solely upon the operations of Department of Transportation and/or its contractor(s).

4. That Trustees of Reading Company, at the initial cost and expense of Department of Transportation, furnish any construction inspectors as may be deemed necessary by the company to observe the progress of the work during the time such work is being performed over, across and adjacent to its tracks, and such engineering services as may be deemed necessary by the company to ensure the safety of its facilities which may be affected by the design and construction of the railroad-highway crossing project.

5. That any relocation of, changes in or removal of any adjacent structures, equipment or other facilities of any public utility, other than Trustees of Reading Company, which may be required as incidental to the execution of the project, be made by said utility at its sole cost and expense,

and in such manner as will not interfere with the construction of the improvement, and said relocated or changed facilities thereafter be maintained by the respective utility.

6. That Department of Transportation, at its initial cost and expense, furnish all material and do all work necessary to effect the vacation, relocation, removal or demolition of any non-utility structures, including occupied dwellings, located upon property required for the purpose of the improvement.

7. That Department of Transportation, at its initial cost and expense, furnish all material and do all work necessary to complete the remainder of the railroad-highway crossing improvement project in accordance with the approved plan.

8. That the construction of the proposed railroad-highway crossing improvement project be completed in a manner satisfactory to this Commission, on or before December 31, 1975, and that on or before said date, Department of Transportation and Trustees of Reading Company each report to this Commission the date of actual completion of its respective portion, and at the earliest practicable time subsequent to said date of completion, submit to this Commission a detailed statement of the actual cost incurred by it in furnishing material and in performing work in compliance with this order.

9. That Department of Transportation cooperate with Trustees of Reading Company, so that during the performance of the work herein ordered effected, the operation of the facilities of the company will not be endangered or unnecessarily impeded.

10. That during the time the work is being performed over, across or adjacent to its tracks, Trustees of Reading

Company cooperate with Department of Transportation and conduct their operations in the vicinity of the crossings in a safe manner and under control.

11. That Trustees of Reading Company, at its initial cost and expense, pay any money to which it may be entitled as compensation for any of its operating right-of-way property taken, injured or destroyed by reason of the performance of any work done in accordance with this order.

12. That Department of Transportation, at its initial cost and expense, pay all compensation for damages due to the owners, exclusive of Trustees of Reading Company, as hereinabove provided, for property taken, injured or destroyed by reason of the performance of any work done in accordance with this order.

13. That this proceeding be scheduled for further hearing upon the matters of allocation of the costs of the repairs and maintenance work herein ordered performed at the initial cost and expense of Department of Transportation, and for the admission into the record of any additional pertinent testimony, exhibits or data, by any party hereto, in support of its position on the allocation and definition of limits of future maintenance at this location.

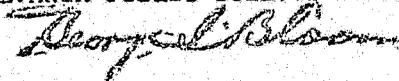
14. That at the further hearing to be had in this proceeding, Department of Transportation submit into evidence additional engineering drawings, aerial photographs or maps of the general area, in sufficient detail and of reasonable scale, as to clarify the geometric layouts of the roadways, highways, streets and intersections adjacent to the structure, the areas served thereby, whether alternate ingress and egress to such areas is available to the traveling public, and any other data which will aid this Commission in establishing

the overall function and inter-relation of this crossing structure to the highway systems in the area.

15. That in all respects not otherwise inconsistent herewith, and until such time as further order by this Commission may issue to alter same, the terms and conditions of our order issued December 13, 1937 at C. 11279, shall remain in full force and effect.

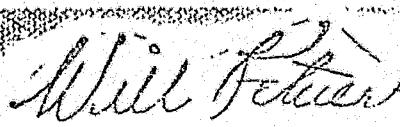
16. That all of the foregoing, as pertains to Trustees of Reading Company, is subject to the approval of the Reorganization Court (U.S. District Court, Eastern District of Pennsylvania, Railroad Bankruptcy No. 71-828) if such approval is required.

PENNSYLVANIA PUBLIC UTILITY COMMISSION



Chairman

ATTEST:

  
Secretary

ORDER ADOPTED: January 15, 1974

ORDER ENTERED: JAN 21 1974

BEFORE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIVED  
DEC 23 1974  
Public Utility Commission

In re: DEPARTMENT OF TRANSPORTATION OF THE COMMONWEALTH OF PENNSYLVANIA

v.  
READING COMPANY, BOROUGH OF CONSHOHOCKEN, BOROUGH OF WEST CONSHOHOCKEN, AND COUNTY OF MONTGOMERY

COMPLAINT  
EXHIBITION

DOCKET NO.

19707  
1972

PETITION TO MODIFY ORDER DATED JANUARY 15, 1974

State of Pennsylvania )  
County of Dauphin ) SS

On this 19th day of December, A. D., 1974, before me, the subscriber, a Notary Public in and for said county and state, personally appeared, Kenneth W. Walker, P. who being duly sworn and according to law, deposes and says, that he is over twenty-one years of age; that he is the Chief Utility Engineer for the Department of Transportation; that on the 19th day of December 1974, he served by mail on

Joel E. Mazor, Esquire, Reading Company, 415 Reading Terminal, Phila., Pa. 19107

Walter Phipps, Jr., Solicitor, Borough of Conshohocken, 312 Fayette St., Conshohocken, Pa. 19428

Edward F. Kane, Esquire, Borough of West Conshohocken, Bean, DeAngelis, Kaufman & Kane,

522 Swede St., Norristown, Pa. 19401

Roger B. Reynolds, Solicitor, County of Montgomery, Courthouse, Norristown, Pa. 19404

ORIGINAL RECORD.  
OFFICER J. L. CERTIFIED  
TO COMMONWEALTH COURT.

DOCKETED  
COMPLAINT DOCKET  
DEC 23 1974  
ENTRY No. [Signature]

Being the individuals or public utility company or companies affected, a copy of the petition in the above matter; that at the time of mailing said petition the Department of Transportation paid the full legal postage thereon; that there is regular mail communication between Harrisburg and the post office of the above addresses.

Kenneth W. Walker  
Kenneth W. Walker

Seen and subscribed before me  
the 19th day of December 1974

Joseph H. Dunningan  
JOSEPH H. DUNNINGAN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 5-17-76

RECEIVED

DEC 16 1974

Secretary's Office  
Public Utility Commission

B E F O R E

PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re:

DEPARTMENT OF TRANSPORTATION OF THE COMMON-  
WEALTH OF PENNSYLVANIA

v.

READING COMPANY, BOROUGH OF CONSHOHOCKEN, BOROUGH  
OF WEST CONSHOHOCKEN, AND COUNTY OF MONTGOMERY

: COMPLAINT  
:  
: DOCKET NO.  
:  
: 19707  
: 1972

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

THE PETITION OF THE DEPARTMENT OF TRANSPORTATION  
FOR MODIFICATION OF ORDER, SAID PETITION  
RESPECTFULLY REPRESENTS:

1. That the name and address of your petitioner is the Department of Transportation of the Commonwealth of Pennsylvania, Jacob G. Kassab, Secretary of Transportation, Harrisburg, Pennsylvania 17120.
2. The name and address of Counsel for the petitioner is Robert W. Cunliffe, Deputy Attorney General, Department of Transportation, Capitol Associates Building, 7th and Forster Streets, Harrisburg, Pennsylvania 17120.
3. That your Honorable Commission in Complaint Docket No. 19707 issued an order dated January 15, 1974, approving your petitioner's repair plan and directing that work be performed accordingly.
4. That your petitioner's District 6-0 Bridge Unit conducted a field investigation of the structure on July 30, 1974 and August 2, 1974. PennDOT's Central Office Bridge Division reviewed the recommendations of said investigation and concurred with the District that rehabilitation is no longer economically feasible. Your petitioner now recommends that the structure be reconstructed.

DUPLICATE RECORD.  
ORIGINAL CERTIFIED  
TO COMMONWEALTH COURT.

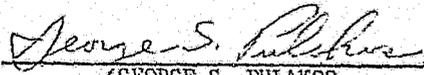
RECORDED  
COMPLAINT DOCKET  
DEC 16 1974  
ENTRY No. \_\_\_\_\_

RECORD  
FOLDER

WHEREFORE, your petitioner prays your Honorable Commission to modify the order dated January 15, 1974 to read:

- (1) That within twelve (12) months of the date of service hereof, Department of Transportation of the Commonwealth of Pennsylvania, at its initial cost and expense, prepare and submit to this Commission, a detail plan and estimate of cost providing for the reconstruction of the existing bridge carrying Legislative Route 46140 over the grade of tracks of Reading Company at two locations, the Schuylkill River and between the Boroughs of Conshohocken and West Conshohocken, Montgomery County, including such reconstruction as required to be performed on the highway approaches and contiguous ramps to the bridge, said estimate of costs to include the cost incurred by the Department to prepare plan herein ordered prepared.
- (2) That during the time the plan and estimate of cost are being prepared, Department of Transportation undertake a continuing program of inspection of the subject structure at six (6) month intervals, to determine the current condition thereof; and submit in writing to the Commission, a report indicating its findings and recommendations resulting from said inspection.
- (3) That this proceeding be scheduled for further hearing for the adoption of the plan and estimate of cost herein ordered prepared, and matters of allocation of costs and for allocation and definition of limits of future maintenance at this location.
- (4) That in all respects not otherwise inconsistent herewith, and until such time as further order by this Commission may issue to alter same, the terms and conditions of our order issued December 13, 1937 at Complaint Docket No. 11279, shall remain in full force and effect.

and it will ever pray, etc., . . . . .

  
✓ GEORGE S. PULAKOS  
DEPUTY SECRETARY FOR ADMINISTRATION  
DEPARTMENT OF TRANSPORTATION

Signed and dated this 13<sup>th</sup>  
Day of December 1974

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COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF DAUPHIN :

Before me, the undersigned, personally appeared, George S. Pulakos, Deputy Secretary For Administration of the Department of Transportation of the Commonwealth of Pennsylvania, who, being duly sworn according to law, deposes and says that the foregoing facts are true and correct, to the best of his knowledge and belief.

*George S. Pulakos*  
\_\_\_\_\_  
GEORGE S. PULAKOS  
DEPUTY SECRETARY FOR ADMINISTRATION  
DEPARTMENT OF TRANSPORTATION

Sworn and subscribed before me  
this 13th day of December 1974

*Joseph H. Dunnigan*  
\_\_\_\_\_  
JOSEPH H. DUNNIGAN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 5-17-76



# READING COMPANY

ANDREW L. LEWIS, JR. AND JOSEPH L. CASTLE, TRUSTEES

LAW DEPARTMENT

READING TERMINAL, PHILADELPHIA, PA. 19107

JOEL E. MAZOR

ALFRED W. HESSE, JR.

VICE PRESIDENT—LAW

WILLIAM C. JAMOUNEAU

ASSISTANT GENERAL ATTORNEY

JOSEPH M. O'MALLEY  
GENERAL ATTORNEYS

LOCKWOOD W. FOGG, JR.  
GENERAL COUNSEL

JACK J. BERNSTEIN  
CLAIMS ATTORNEY

January 3, 1975  
File: G-2294 Vol. 2

Department of Transportation of the Commonwealth of  
Pennsylvania vs. Reading Company, Borough of Conshohocken,  
Borough of West Conshohocken, and County of Montgomery.  
Docket No. C. 19707

PETITION OF THE DEPARTMENT OF TRANS-  
PORTATION FOR MODIFICATION OF ORDER

ANSWER OF READING COMPANY, DEBTOR  
TO PETITION FOR MODIFICATION

RECEIVED

JAN 6 1975

Secretary's Office  
Public Utility Commission

Mr. Will Ketner, Secretary  
Pennsylvania Public Utility Commission  
P. O. Box 3265  
Harrisburg, Pa. 17120

Dear Sir:

Enclosed for filing with the Commission are original  
and two copies of Answer to petition in the above matter  
on behalf of Andrew L. Lewis, Jr. and Joseph L. Castle,  
Trustees of the property of Reading Company, Debtor.

I hereby certify that I have this day forwarded a  
copy of the Answer of Reading Company, Debtor to each  
party involved in the proceeding.

Very truly yours,

DUPLICATE RECORD.  
ORIGINAL CERTIFIED  
TO COMMONWEALTH COURT.

*Joel E. Mazor*  
Joel E. Mazor

JEM:bw

Encs.

cc: with copy of Answer, to:

Walter Phipps, Jr., Solicitor, Borough of Conshohocken,  
312 Fayette Street, Conshohocken, Pa. 19428

Edward F. Kane, Esq., Borough of West Conshohocken, Bean,  
DeAngelis, Kaufman & Kane, 522 Swede St., Norristown, Pa.

Roger B. Reynolds, Solicitor, County of Montgomery, Courthouse,  
Norristown, Pa. 19404.

Herbert G. Zahn, Esq., Department of Transportation, Common-  
wealth of Pennsylvania, Harrisburg, Pa. 17120

Before the  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIVED  
JAN 6 1975  
Secretary's Office  
Public Utility Commission

In re:

DEPARTMENT OF TRANSPORTATION OF :  
THE COMMONWEALTH OF PENNSYLVANIA : COMPLAINT  
: :  
vs. : DOCKET  
: :  
READING COMPANY, BOROUGH OF : NO. 19707  
CONSHOHOCKEN, BOROUGH OF WEST : :  
CONSHOHOCKEN, AND COUNTY OF : 1972  
MONTGOMERY : :

PETITION OF THE DEPARTMENT OF TRANSPORTATION FOR MODIFICATION OF ORDER

ANSWER OF READING COMPANY, DEBTOR TO PETITION FOR MODIFICATION

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

Comes Now, Reading Company, Debtor, by Joel E. Mazor and makes answer to Department of Transportation's Petition for Modification in the captioned matter as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Respondent has no information concerning the

allegations of paragraph 4 of the petition and demands proof of same, if relevant. Respondent also requests that because of the serious nature of the modification sought, that a hearing be held prior to granting of such a petition so that petitioner, and all other parties may have full opportunity to be heard.

WHEREFORE, Reading Company, Debtor prays your Honorable Commission not to modify its order of January 15, 1974 without hearing on the merits of the petition.

Respectfully submitted,

*Joel E. Mazor*  
Joel E. Mazor

RECEIVED  
JAN 13 1975  
ENTRY No. 12

DUPLICATE RECORD.  
ORIGINAL CERTIFIED  
TO COMMONWEALTH COURT.

January 3, 1975



March 6, 1975

C. 19707

Robert W. Cunliffe, Deputy Attorney  
General  
Department of Transportation  
Harrisburg, Pennsylvania

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

Dear Sir:

This is to advise that at the public meeting held February 24, 1975, the Commission deferred the petition filed by Department of Transportation for modification of the Commission's order issued January 15, 1974, in the above entitled proceeding, and directed that further hearing be scheduled at an early date, to receive testimony and exhibits by any and all parties to the proceeding upon all matters and things pertinent to the modification sought by the department.

Accordingly, further hearing has been scheduled to be held on Tuesday, April 15, 1975, in the Municipal Building, 700 Balvoir Road, Plymouth Township, Norristown, commencing at 10:00 a.m.

Please acknowledge receipt of this letter.

Very truly yours,

for WILL KETNER  
Secretary

cc: Law Bureau, Bureau of Transportation

SIMILAR LETTERS AND MEMOS: See attached list.

GED:jg

RECEIVED  
FOLIO

DOCKETED  
COMPLAINT DOCKET  
MAR 7 1975  
ENTRY No. \_\_\_\_\_

DUP I. E. EG RD.  
ORIGINAL FILED  
TO C.F. COURT.