



COMMONWEALTH OF PENNSYLVANIA
 PENNSYLVANIA PUBLIC UTILITY COMMISSION
 P.O. BOX 3265, HARRISBURG, PA 17105-3265

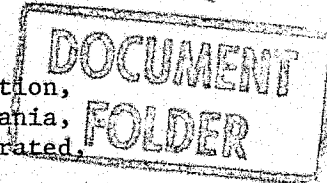
ISSUED: June 24, 1992

IN REPLY PLEASE
 REFER TO OUR FILE

C-00902998

BERNARD L WASHABAUGH
 PRESIDENT/COUNCIL
 BOR OF CHAMBERSBURG
 100 SOUTH SECOND ST
 CHAMBERSBURG PA 17201

Borough of Chambersburg
 vs
 Consolidated Rail Corporation,
 Pennsylvania Department of Transportation,
 United Telephone Company of Pennsylvania,
 Warner Cable Communications, Incorporated,
 and Franklin County



TO WHOM IT MAY CONCERN:

Enclosed is a copy of the Recommended Decision of Administrative Law Judge Morris J. Solomon. This decision is being issued and mailed to all parties on the above specified date.

If you do not agree with any part of this decision, you may send written comments (called Exceptions) to the Commission. Specifically, an original and nine (9) copies of your signed exceptions MUST BE FILED WITH THE SECRETARY OF THE COMMISSION IN ROOM B-18, NORTH OFFICE BUILDING, NORTH STREET AND COMMONWEALTH AVENUE, HARRISBURG, PA OR MAILED TO P.O. BOX 3265, HARRISBURG, PA 17120, within twenty (20) days of the issuance date of this letter. The signed exceptions will be deemed filed on the date actually received by the Secretary of the Commission or on the date deposited in the mail as shown on U.S. Postal Service Form 3817 certificate of mailing attached to the cover of the original document (52 Pa. Code §1.11(a)) or on the date deposited with an overnight express package delivery service (52 Pa. Code 1.11(a)(2), (b)). If your exceptions are sent by mail, please use the address shown at the top of this letter. A copy of your exceptions must also be served on each party of record. 52 Pa. Code §1.56(b) cannot be used to extend the prescribed period for the filing of exceptions/reply exceptions.

Replies to exceptions, if any, must be served on the Secretary of the Commission, in the manner described above, within ten (10) days of the date that the exceptions are due.

Exceptions and reply exceptions shall obey 52 Pa. Code 5.533 and 5.535 particularly the 40-page limit for exceptions and the 25-page limit for replies to exceptions. Exceptions should clearly be labeled as "EXCEPTIONS OF (name of party) - (protestant, complainant, staff, etc.)". Any reference to specific sections of the Administrative Law Judge's Recommended Decision shall include the page number(s) of the cited section of the decision. All timely filed exceptions and replies thereto will be attached to the decision for consideration at Public Meeting. Late filed exceptions and/or late filed replies might not be considered by the Commission.

ALJ SOLOMON, OFFICE OF ALJ, CHAIRMAN, COMMISSIONERS, S&C, LB, OSA, NEW FILING,
 PIB, OUR FILE

Very truly yours,

kk
 Encls.
 Certified Mail
 Receipt Requested

Allison K. Turner
 Allison K. Turner
 Chief Administrative Law Judge

SEE ATTACHED LIST

HISTORY OF THE PROCEEDING

On July 19, 1990, the Borough of Chambersburg (hereinafter "Borough" or "Complainant") filed its Formal Complaint against Consolidated Rail Corporation (hereinafter "Conrail"), Pennsylvania Department of Transportation (hereinafter "PennDOT"), United Telephone Company of Pennsylvania (hereinafter "United"), Warner Cable Communications (hereinafter "Warner") and Franklin County (hereinafter "County"), docketed to C-00902998. Borough alleged that sidewalks have deteriorated to a point that safety for pedestrians is of great concern at three railroad-highway crossings. The three crossings are at Lincoln Way, Catherine Street and Wayne Avenue, all within the Borough. Additionally, PennDOT filed New Matter.

A field conference was held at the three crossing sites on September 7, 1990.

The Borough sought to withdraw its Complaint by letter dated July 11, 1991. Subsequently, the Borough requested that its request to withdraw the complaint be voided. Also, the Borough requested that the hearing scheduled for July 23, 1991 be used as a prehearing conference for the purpose of simplifying issues. This prehearing conference was held before us on July 23, 1991, in Harrisburg.

An initial hearing in this proceeding was held before us on October 8, 1991, in Chambersburg. The hearing produced 57

of transcribed testimony and 4 exhibits. Briefs were filed by the Borough and PennDOT.

FINDINGS OF FACT

Due to the brevity of the record, we shall omit a summary of testimony, referencing our findings to the record.

1. The northernmost crossing is a bridge that carries the railroad tracks above Lincoln Way (U.S. 30, S.R. 30). There are sidewalks on both sides of the street. A nine square foot area of the northeast sidewalk and six feet of curb are missing. The missing sidewalk is dangerous to pedestrians. The estimated repair cost is between \$500.00 and \$1,000.00. The Lincoln Way bridge (Conrail No. 5174) is a single-span, concrete arch bridge, 60 feet long, built in 1912. The bridge is in good to fair condition, with no items listed as critical and no recommended repairs. Conrail has no record of constructing or maintaining the sidewalk. (N.T. 6-8, 19)

2. The middle crossing is a bridge that carries the railroad tracks above Catherine Street. There are sidewalks on both sides of the street. A ten square yard area of the northeast sidewalk is deteriorated or missing. The estimated repair cost is between \$1,000.00 and \$1,500.00. The Catherine Street bridge (Conrail No. 5211) is a three-span, through-girder bridge, 65 feet long, built in 1912. The spans are 11, 43, and

11 feet in length. The bridge is in fair to poor condition, with no items listed as critical and no recommended repairs. Conrail has no record of constructing or maintaining the sidewalks. (N.T. 7-9, 19)

3. The southernmost crossing carries Wayne Avenue (S.R. 316) above the railroad tracks. The sidewalk surface has deteriorated for a distance of approximately 110 feet and has exposed aggregate. The Wayne Avenue bridge is a three-span bridge, 168 feet long, built in 1934. The center span is 70 feet long and consists of steel through-plate girders supported by concrete piers, with a solid floor of steel surface carrying a reinforced concrete floor span. The two end spans each have a length of about 49 feet and are composed of reinforced concrete deck carrying a solid concrete floor supported at each end by concrete masonry piers. The clear width is 23 feet with one sidewalk along the east side. The bridge is in good to fair condition. Conrail has no record of performing maintenance on the sidewalk. (N.T. 7-9, 20-21, 28)

4. Conrail is the owner and operator of the rail line at each of the three crossings. There are two tracks at the crossings and Conrail currently operates an average of 6 freight trains per day at a maximum speed of 40 miles per hour. (N.T. 17-18)

5. Catherine Street is a borough street. The other crossings involve State Routes under the control of PennDOT. (N.T. 10)

6. The Lincoln Way and Catherine Street bridges were constructed by the Cumberland Valley Railroad. The State Department of Highways constructed the Wayne Avenue bridge, including a five-foot sidewalk. (N.T. 20-21, 52)

7. Borough has no record as to who constructed the sidewalks at the Catherine Street and Lincoln Way crossings. The sidewalk at the Wayne Avenue crossing was constructed with the bridge that was built pursuant to an Order of the Public Service Commission dated May 7, 1934, at Docket No. A-32558. (N.T. 10-12)

8. Borough does not maintain any of the sidewalks at the three crossings nor does it have knowledge as to who maintains these sidewalks. (N.T. 9-10)

9. PennDOT has assumed the obligation of maintaining the roadway between the curbs at the Lincoln Way underpass. PennDOT does not assume responsibility at Catherine Street because it is not on the State highway system. At the Wayne Avenue crossing, PennDOT has assumed the maintenance responsibility that had been assigned to the Pennsylvania Department of Highways by the 1934 Order. The Order assigned the maintenance of the roadway paving on the bridge and the remainder

of the improvement to the Department of Highways. PennDOT will continue to maintain the roadway between the curbs at Lincoln Way and Wayne Avenue. (N.T. 48-51)

10. PennDOT has never assumed maintenance responsibility for sidewalks or any facilities outside of the face of the curb. (N.T. 48)

11. Conrail itself has not been assigned maintenance responsibility for the Wayne Avenue crossing structure nor has it ever assumed such a responsibility. However, a prior railroad was assigned maintenance responsibility for the superstructure and substructure. The original bridge did not have sidewalks. (N.T. 21-22, 33)

12. Concerning the Lincoln Way and Catherine Street crossings, Conrail has not been assigned maintenance responsibility for the crossing structures and found no previous orders in their files. Conrail assumes maintenance responsibility for the bridges carrying the railroad tracks. (N.T. 21, 32)

13. The work proposed to be done involves tearing out and replacing concrete sidewalk. The work at the Wayne Avenue bridge may be complicated if there is any hidden damage. (N.T. 54, 55, 56)

14. Borough agrees to perform the needed sidewalk improvements. However, the Borough is not willing to bear the

cost of such sidewalk improvements or maintain any of the sidewalk areas in the future. (N.T. 12-13)

15. County is not willing to participate in, or contribute to, the proposed work at the crossings. Furthermore, County will not agree to participate in any future maintenance of the proposed work. (N.T. 5-6)

16. PennDOT does not agree to perform any work or bear any costs for work on the three crossings. The Wayne Avenue bridge is not on the Billion Dollar Bridge Bill and there are no public funds available to rehabilitate or replace that structure. (N.T. 49-50)

17. Conrail does not agree to perform any work, bear any costs or maintain any portion of the improvement of the sidewalk. (N.T. 24)

18. Borough residents use the sidewalks at all three crossings and benefit from their use. (N.T. 13)

19. At-grade crossings are a detriment and a bridge is safer than an at-grade crossing. (N.T. 26)

20. The roadway paving at each of the three crossings is adequate. (N.T. 13-14)

DISCUSSION

This proceeding involves a complaint filed with the Commission on July 19, 1990 by the Borough, alleging that sidewalks have deteriorated to the point that pedestrian safety

is of great concern at three rail-highway crossings. The rail line involved is owned and operated by Conrail and consists of two tracks. The crossings are at Lincoln Way, Catherine Street and Wayne Avenue.

The crossing at Lincoln Way, a State highway, consists of a single-span, concrete arch bridge carrying the rail line above the street. The bridge was built in 1912 by the Cumberland Valley Railroad. There are sidewalks on both sides of the street.

The crossing at Catherine Street, a borough street, consists of a three-span, through-girder bridge carrying the rail line above the street. The bridge was built in 1912 by the Cumberland Valley Railroad. There are sidewalks on both sides of Catherine Street.

The crossing at Wayne Avenue, also a State highway, consists of a three-span bridge, built in 1934 by the Pennsylvania Department of Highways pursuant to an order of this Commission's predecessor agency. The center span consists of steel through-plate girders supported by concrete piers with a solid floor of steel surface carrying a reinforced concrete floor span. The two end spans each have a reinforced concrete deck carrying a solid concrete floor supported at each end by concrete masonry piers. The bridge carries the street above the rail line. There is one sidewalk along the east side of the bridge.

The northeast sidewalks at Lincoln Way and Catherine Street are deteriorated or missing. Also, the sidewalk at Wayne Avenue has deteriorated, with exposed aggregate. These deteriorated sidewalk conditions cause a safety problem with respect to pedestrians using the sidewalk.

The Commission is vested with exclusive power to assign construction and maintenance responsibilities and to allocate costs for projects involving rail-highway crossings. Section 2702(b) of the Public Utility Code states:

The commission is hereby vested with exclusive power . . . to determine and prescribe, by regulation or order, the points at which, and the manner in which, such crossing may be constructed, altered, relocated, suspended or abolished, and the manner and conditions in or under which such crossings shall be maintained . . .

66 Pa.C.S. §2702(b). Section 2704(a) of the Public Utility Code provides:

The cost of construction, relocation, alteration, protection, or abolition of such crossing, and of facilities at or adjacent to such crossing which are used in any kind of public utility service, shall be borne and paid, as provided in this section, by the public utilities or municipal corporations concerned, or by the Commonwealth, in such proper proportions as the Commission may, after due notice and hearing, determine . . .

66 Pa.C.S. §2704(a).

In apportioning costs, the Commission is not limited to any fixed rule, but takes all of the relevant factors into account with the only requirement being that its orders be just

and reasonable. East Rockhill Township v. Pennsylvania Public Utility Commission, 115 Pa.Cmwlth. 228, 540 A.2d 600 (1988); City of Philadelphia v. Pennsylvania Public Utility Commission, 91 Pa.Cmwlth 123, 496 A.2d 924 (1985).

After careful review of the record, we find that there is substantial evidence establishing that work needs to be done to improve the three crossings. Therefore, we recommend that the Complaint be sustained.

According to the Borough, the deteriorated and missing sidewalks at these crossings are dangerous to the users of the sidewalks. The Borough stated that it does not maintain these sidewalks. While the Borough agrees to perform the needed sidewalk repairs, it is not willing to bear the cost of the sidewalk improvements. The Borough acknowledges that its residents use the sidewalks at all three crossings and benefit from their use.

Conrail does not agree to perform any work for the restoration of the sidewalks. Conrail states that if the Borough believes that the sidewalks should be repaired or replaced, the Borough or PennDOT should do the work since the sidewalk benefits the public and not the railroad.

Since the Borough agrees to perform the needed sidewalk repairs, we recommend that the Borough, at its initial cost and expense, furnish all materials and do all work necessary to

repair the three sidewalk and curb areas. The Borough will be given six months to perform the repairs.

Even though a prior railroad was assigned maintenance responsibilities for the superstructure and substructure of the Wayne Avenue bridge, Conrail does not accept that responsibility and does not consider the sidewalk a part of the superstructure and substructure. Furthermore, Conrail believes that it is not appropriate for a railroad to assume maintenance responsibilities for a bridge carrying highway traffic.

Our predecessor, in its 1934 Order, at Docket No. A-32558, ordered the Wayne Avenue bridge to be constructed by the Department of Highways. The Order also required

The Pennsylvania Railroad Company thereafter maintain, at its own cost and expense, the substructure and superstructure of the new bridge, exclusive of the roadway paving thereon

Order, p. 6. Conrail's position was dealt with by our Commonwealth Court in a 1980 decision also involving an above-grade crossing. In Consolidated Rail Corporation v. Pennsylvania Public Utility Commission, the Court determined that

Just because property is transferred free of any liens and encumbrances does not mean that the new owner is not responsible for the continued maintenance of that property.

55 Pa.Cmwlt. 576, 582, 423 A.2d 1108, 1111 (1980). One might say, by way of analogy, that a grade crossing maintenance order issued by this Commission or its predecessor operates like a

covenant running with the land. Succession in interest is a proper factor for the Commission to use in assigning costs under Section 2704(a) of the Code, 66 Pa.C.S. §2704(a). 55 Pa.Cmwlth. at 580-81.

Given that Conrail's predecessor had been assigned maintenance of the structure in the 1934 Order and that we deem the sidewalk to be a part of the bridge superstructure, we conclude that Conrail should bear the cost of the Wayne Avenue bridge sidewalk repairs. Conrail is the most recent operating railroad using the crossing. It benefits from the increased safety and reduced liability provided to its operation by the grade-separated crossing. We believe, therefore, that it is reasonable for Conrail to continue to carry this maintenance responsibility at the Wayne Avenue crossing. Inasmuch as Conrail is the operating railroad and is bearing the costs for the Wayne Avenue sidewalk, we find that Conrail ought to furnish flagmen, watchmen and inspectors, at its sole cost, during construction of the project.

Turning to the two remaining crossings, we observe that, although the Borough has not agreed to bear any costs, it does concede that its residents use the sidewalks and benefit from their use. Moreover, there is no assigned maintenance responsibility at the Lincoln Way and Catherine Street crossings.

PennDOT cites various provisions of the State Highway Law in support of its position that its responsibility for maintenance of a State highway is confined to the area between the curbs. Our careful review of the cited provisions yields a different conclusion. We find nothing prohibiting our imposing maintenance responsibility on PennDOT for sidewalks adjacent to a State road within a borough in an appropriate instance.

Section 513 of the Act of June 1, 1945, P.L. 1249, 36 P.S. §670-513, directs the Commonwealth to maintain all State highways within boroughs "to such width . . . as shall be determined by the secretary." There is simply no record evidence in this case as to any such determination by the Secretary of Transportation with respect to State Route 30 at the point of the Lincoln Way crossing. Section 542 of the same statute, 36 P.S. §670-542, merely indicates that nothing in that section shall be construed to impose upon the Commonwealth an obligation to maintain footways. Moreover, the section in question is in that part of the statute dealing with First and Second Class Cities. Section 204 of the Act of September 18, 1961, P.L. 1389, 36 P.S. §1758-204, limiting Commonwealth maintenance responsibilities for certain streets after being taken over by the State to the portion lying between curb lines, references another section of the act dealing with the City of Philadelphia.

There is another provision of the highway statute which is of interest, that being Section 416, 36 P.S. §670-416. It deals with State-aided installation of sidewalks along dangerous portions of State highways and the continued Commonwealth maintenance of the sidewalks so built. However, we would readily concede that there is no evidence in the record to suggest that Lincoln Way, or State Route 30, in the vicinity of the Conrail overpass involved in this proceeding, is a dangerous segment of a State highway. We will, therefore, focus on the benefit to Borough residents who traverse Lincoln Way by foot at that crossing. It is for the reason of this benefit that PennDOT is removed from our consideration on this point.

As for Catherine Street, a street not part of the State highway system or affected by any order of this Commission or its predecessor, we will emphasize the benefit to the local citizenry in traversing that crossing safely on foot. There is nothing in the record to warrant placing the maintenance responsibility for the sidewalks at the Catherine Street crossing anywhere but on the Borough.

Thus, we find that it is reasonable for the Borough to bear the cost of the sidewalk repairs at the Lincoln Way and Catherine Street crossings. The Borough should be required to provide all interested parties with at least 14 days notice prior to the start of work. Also, we would expect that the parties

involved in this proceeding cooperate with each other so that the operations or facilities of any of the parties will not be endangered or unnecessarily impeded. Conrail, at its sole cost and expense, should maintain its facilities at the three crossings, in a safe and satisfactory condition.

We now turn to the matter of future maintenance at these railroad-highway grade crossings. The Borough is not willing to maintain any of the sidewalk areas in the future. The Borough acknowledges that its residents use all three sidewalks and benefit from their use.

Conrail states that it has not been assigned maintenance responsibility for the crossing structures at Lincoln Way and Catherine Street. Conrail agrees to assume maintenance responsibility for these bridges carrying the railroad tracks but denies responsibility for the sidewalks at these crossings.

Conrail states that it has not been assigned maintenance responsibility for the Wayne Avenue crossing structure. Moreover, Conrail points out it has not assumed such a responsibility. Although a prior railroad was assigned maintenance responsibilities for the superstructure and substructure, Conrail does not accept that responsibility and considers that sidewalk not to be a part of the superstructure and substructure. Conrail is of the opinion that it is not appropriate to place maintenance responsibilities on a railroad

for a bridge carrying highway traffic, especially when the railroad did not build the bridge. Also, Conrail is of the opinion that the prior Order for Wayne Avenue ordered the Department of Highways to maintain the remainder of the improvement and Conrail considers the sidewalk part of the remainder of the improvement. Conrail does not agree to maintain any portion of the sidewalk improvement.

PennDOT has assumed the maintenance responsibility for the roadway between the curbs at the Lincoln Way crossing. PennDOT stated that it has no responsibility for maintenance at the Catherine Street crossing because that street is not part of the State highway system. At Wayne Avenue, PennDOT has assumed the maintenance responsibility assigned to the Pennsylvania Department of Highways by our predecessor's 1934 Order. This Order assigned the maintenance of the roadway paving on the bridge and the remainder of the improvement to the Department of Highways. PennDOT is of the opinion that the reference to the remainder of the improvement means the highway approaches to the structure. PennDOT agrees to continue to maintain the roadway between the curbs at the Lincoln Way and Wayne Avenue crossings.

The Order of the Public Service Commission of May 7, 1934, at Docket No. A-32558 assigned the maintenance responsibility for the Wayne Avenue crossing in the following terms:

IT IS FURTHER ORDERED: That, upon the completion of the improvement herein ordered, The Pennsylvania Railroad Company thereafter maintain, at its own cost and expense, the substructure and superstructure of the new bridge, exclusive of the roadway paving thereon and that the Department of Highways thereafter maintain, at its own cost and expense, the remainder of the improvement, including the roadway paving on the new bridge.

Order, p. 6. Conrail is the operating railroad at this crossing. Conrail has enjoyed the benefit of a grade-separated crossing which provides increased safety and reduced liability. Therefore, we recommend Conrail continue maintenance of the superstructure of the Wayne Avenue bridge, exclusive of highway paving, as assigned to the prior railroad pursuant to the 1934 Order, at its sole cost and expense. The maintenance responsibility of the superstructure shall include maintenance of the sidewalk on the bridge, except for ice and snow removal.

Since the Borough residents benefit from all of the sidewalks at issue and the Borough has conceded that their residents use these sidewalks, we recommend that the Borough maintain the sidewalks at the Lincoln Way and Catherine Street crossings, including snow and ice removal. At the Wayne Avenue crossing, we recommend that the Borough perform snow and ice removal from the sidewalks.

RECOMMENDED ORDER

THEREFORE, IT IS ORDERED (Subject to Commission approval):

1. That the Complaint of the Borough of Chambersburg, at Docket No. C-00902998, be and is hereby sustained.

2. That the Borough of Chambersburg, having agreed to do so, at its initial cost and expense, shall, within six (6) months from the date of service of the Commission's Order, furnish all materials and do all work necessary to replace the concrete in the sidewalk and curb areas at the following locations:

(a) northeast side of the Lincoln Way crossing (nine square foot area of sidewalk and six linear feet of curb);

(b) northeast side of the Catherine Street crossing (ten square yard area of sidewalk); and

(c) east side of the Wayne Avenue crossing (110 linear feet distance of sidewalk, the sidewalk replacement to be the same as that originally installed).

3. That Consolidated Rail Corporation shall, at its sole cost and expense, furnish flagmen, watchmen and inspectors, if necessary, during the construction of the project in accordance with this Order.

4. That the Borough of Chambersburg shall provide all interested parties with not less than fourteen (14) days notice prior to the start of work.

5. That the parties involved in this proceeding shall cooperate with each other so that the operations or facilities of

any of the parties will not be endangered or unnecessarily impeded.

6. That the Borough of Chambersburg shall, upon completion of the improvements specified in Paragraph 2 of this Order, inform the Commission in writing of the actual date of completion of its work as ordered herein and submit to the Commission a detailed statement of the actual costs incurred in furnishing materials and performing work for the ordered repairs at the Wayne Avenue crossing.

7. That Consolidated Rail Corporation shall, when and as certified by the Commission, pay the Borough of Chambersburg a sum or sums of money equal to the actual costs incurred by the Borough of Chambersburg for materials furnished and work performed at the Wayne Avenue crossing in accordance with Paragraph 2 of this Order.

8. That the Borough of Chambersburg shall bear the remaining costs incurred by it for the materials furnished and work performed at the Lincoln Way and Catherine Street crossings in accordance with Paragraph 2 of this Order.

9. That Consolidated Rail Corporation shall, at its sole cost and expense, furnish all materials and do all work necessary to maintain its facilities at the subject crossings in a safe and satisfactory condition.

10. That Consolidated Rail Corporation shall, at its sole cost and expense, furnish all materials and do all work necessary to maintain the substructure and superstructure of the bridge at the Wayne Avenue crossing, to include the sidewalk and curb on the bridge but exclusive of the bituminous paving on the bridge deck and removal of snow, ice and debris from the surface of the bridge deck and sidewalk.

11. That Consolidated Rail Corporation, having agreed to do so, at its sole cost and expense, furnish all materials and do all work necessary to maintain the substructures and superstructures of the bridges at Lincoln Way and Catherine Street crossings in a safe and satisfactory condition.

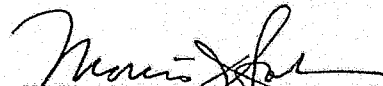
12. That the Borough of Chambersburg shall, at its sole cost and expense, furnish all materials and do all work necessary to maintain the sidewalks and curbs, including, but not limited to, removal of snow, ice and debris from the sidewalks, at the Lincoln Way crossing in a safe and satisfactory condition.

13. That the Borough of Chambersburg shall, at its sole cost and expense, furnish all materials and do all work necessary to maintain the highway, sidewalks and curbs, including, but not limited to, removal of snow, ice and debris from the highway and sidewalks, at the Catherine Street crossing in a safe and satisfactory condition.

14. That the Borough of Chambersburg shall, at its sole cost and expense, perform snow, ice and debris removal from the sidewalks at the Wayne Avenue crossing, so as to maintain the sidewalks in a safe and satisfactory manner.

15. That this Order, insofar as it places these costs of the project on the parties involved, is without prejudice to their right to recover such costs from others in accordance with any lawful agreements.

16. That in all respects not inconsistent herewith, previous Orders of the Commission issued in this proceeding and of this Commission's predecessors shall remain in full force and effect.



MORRIS J. SOLOMON
Administrative Law Judge

Dated: May 18, 1992