

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re. Emergency Application of the Department of Transportation of the Commonwealth of Pennsylvania and the City of Pittsburgh for approval to abolish the public above grade crossing and remove the bridge carrying the abandoned cartway of Pittsburgh & West Virginia Railway Company (and the West Side Belt Railroad Company) above S.R. 0051, DOT Number 472 968G in the City of Pittsburgh, Allegheny County and the allocation of costs incident thereto.

PUC Docket No. A-2024-3048837

**PROTEST OF WABASH PROPERTIES,
LLC TO THE EMERGENCY
APPLICATION OF THE DEPARTMENT
OF TRANSPORTATION AND THE CITY
OF PITTSBURGH**

COUNSEL OF RECORD:

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PA I.D. NO. 209493

GOLDBERG, KAMIN & GARVIN, LLP
1806 FRICK BUILDING
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(412) 281-1119

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re. Emergency Application of the Department of Transportation of the Commonwealth of Pennsylvania and the City of Pittsburgh for approval to abolish the public above grade crossing and remove the bridge carrying the abandoned cartway of Pittsburgh & West Virginia Railway Company (and the West Side Belt Railroad Company) above S.R. 0051, DOT Number 472 968G in the City of Pittsburgh, Allegheny County and the allocation of costs incident thereto. PUC Docket No. A-2024-3048837

PROTEST OF WABASH PROPERTIES, LLC TO THE EMERGENCY APPLICATION OF THE DEPARTMENT OF TRANSPORTATION AND THE CITY OF PITTSBURGH

Protestant Wabash Properties, LLC (“Wabash”) submits this Protest to the Emergency Application of the Department of Transportation (“PennDOT”) and the City of Pittsburgh (“the City”), stating as follows:

PROTESTANT INFORMATION

Wabash Properties, LLC
2020 West Liberty Avenue
Pittsburgh, Pennsylvania 15226

Represented by:

JONATHAN M. KAMIN, ESQUIRE
PA ID # 81958
jonathank@gkgattorneys.com

JONATHAN G. PRESTON, ESQUIRE
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RIGHT AND INTEREST IN FILING THIS PROTEST

Protestant, Wabash Properties LLC (“Wabash”) is a party in interest to the instant proceeding as the record title owner of the property underlying and adjacent to either side of the Bridge which Petitioners City of Pittsburgh (“City”) and Commonwealth of Pennsylvania Department of Transportation (“PennDOT”) seek to demolish. (The City and PennDOT are collectively referred to herein as “Petitioners”).

Wabash has the legal right to utilize the Bridge, and the Bridge is a critical means of ingress, egress and regress for hundreds of daily commercial delivery vehicles that access Wabash’s facility located adjacent to the Bridge (“Facility”). The Facility currently employs approximately 60 employees and facilitates the distribution of automobiles and automobile parts to 1,000 dealerships, auto body and repair shops.

All rail facilities, including rails, ties, and warning devices, were removed from the Bridge at some point in the 1960’s and no railroad company has had any ownership or operating rights over the Bridge since at least 1961, whereas Wabash has continuously used the Bridge for commerce since purchasing their Bridge-adjacent property in 2004.

GROUNDS FOR FILING THIS PROTEST

a. Violation of Applicants' contractual and legal obligations to Wabash

The Protestant has grounds to protest the demolition of the Bridge as the adjacent property owner and holder of rights in and to the Bridge. The demolition of the Bridge will be in violation of a multitude of rights vested in Protestant, including but not limited to (a) Wabash's contractual rights, (b) Wabash's constitutional rights and (c) a breach of PennDOT's duty to support their easement for Route 51 which lies upon Protestant's fee-owned Property. In addition, the City has both contractual obligations and a statutory duty to the public to ensure that the City is maintaining their Bridges in compliance with National Bridge Inspection Standards ("NBIS"). The current condition of the Bridge according to NBIS is such that the current closure and future demolition of the Bridge are not warranted.

Further, the Bridge can be repaired and the City is simply refusing to comply with its contractual and governmental obligations at the alleged detriment to public safety. When Wabash's predecessor in interest, Pittsburgh and West Virginia Railway Company ("the Railroad") contracted with the City to build Saw Mill Run Boulevard over and under the Railroad's property in 1929, the Railroad received consideration in return including, *inter alia*, (1) the construction of the Bridge itself, so that the parts of the Railroad's property were not inaccessible; (2) a recorded right of way across the Bridge, so that its railway could cross it; and, *importantly*, (3) the City's agreement to maintain the Bridge in perpetuity, which is memorialized both in City ordinances and in a contractual agreement.

Wabash has a direct, substantial and immediate interest in the Bridge as the predecessor in right, title and interest to the Railroad and as an entity whose business relies upon the access provided by the Bridge. Not only does Protestant require access over the Bridge for daily

deliveries, the Petitioners' current demolition plans will also require encroachment upon part of Protestant's property which will force the closure of the Facility, as delivery vehicles will no longer be able to access the Facility.

b. Commission Lack of Subject Matter and Pendency of a Prior Action

Importantly, the City and PennDOT's refusal to comply with their aforesaid obligations is the subject of litigation currently pending in the Commonwealth Court, No. 279 MD 24, which tribunal has exclusive jurisdiction over the legal dispute between Wabash and the Petitioners. In the Commonwealth Court action Wabash asserts claims for breach of contract, Mandamus, Violation of Constitutional Due Process Rights, Declaratory Judgment and an Injunction, seeking enforcement of the City's and PennDOT's obligations to maintain the Bridge, confirmation of Wabash's access rights across the Bridge and the enjoinder of the Bridge's demolition by the City and PennDOT. The ongoing civil litigation in the Commonwealth Court is also a prior pending action, wherein the legal obligations owed by the City and PennDOT to Wabash will be determined.

FACTS ESTABLISHING PROTESTANT'S STANDING TO PROTEST

Wabash has standing as the adjacent and underlying landowner to seek enforcement of the Commission's Order dated June 4, 1929, which establishes the terms by which the Bridge was to be constructed and maintained, and obligates the City to forever maintain the Bridge. The entirety of the Pennsylvania Public Service Commission plan and petition which is directly incorporated into the June 4, 1929 Order, to Docket No. 20890-1929 is attached hereto as Exhibit "A". The supporting testimony and exhibits which were incorporated into the Order clearly and unequivocally evidence: (1) that the City is obligated to forever maintain the Bridge; and (2) that the City and Railway considered the bridge to be an easement, and (3) in lieu of condemnation of

Protestant's property, the Bridge and a right of way over the Bridge and Route 51 were granted to Protestant by the City. The Testimony and Exhibits, which were previously provided to the Protestant and City's counsel by counsel for PennDOT in the pending Commonwealth Court litigation were not included with the Order as attached to PennDOT's Petition for Special Relief Under 66 Pa.C.S. §2702(f). In addition, Wabash has standing as its direct property rights will be impacted by any decision made by the Commission.

Respectfully submitted,

By: /s/ Jonathan M. Kamin
JONATHAN M. KAMIN, ESQUIRE
PA ID # 81958
jonathank@gkgattorneys.com
JONATHAN G. PRESTON, ESQUIRE
PA ID # 209493
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(412) 563-2500
(412) 563-2080 – Fax

Counsel for Wabash Properties, LLC

ATTORNEY VERIFICATION

I, JONATHAN M. KAMIN, attorney at law and counsel of record for Protestant, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

Date: 5-24-24


Jonathan M. Kamin, Esquire

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served by e-mail, this 24th day of May, 2024, on the following:

Karen L. Cummings, Esq.
Nicholas D. Mertens, Esq.
Senior Counsel
Pennsylvania Department of Transportation
Office of Chief Counsel
PO Box 8212
Harrisburg, PA 17105-8212
Counsel for applicant PennDOT
kcummings@pa.gov
john.doherty@pittsburghpa.gov

Krycia Kubiak, Esq.
John F. Doherty, Esq.
Kevin T. Freyder, Esq.
City Solicitor
City of Pittsburgh, Department of Law
City-County Building, Suite 313
PO Box 8212
Pittsburgh, PA 15219
krycia.kubiak@pittsburghpa.gov
Counsel for applicant the City of Pittsburgh

Kathleen Jones Goldman, Esq.
Bradley J. Klitowski, Esq.
Buchanan Ingersoll & Rooney PC
Union Trust Building
501 Grant Street, Suite 200
Pittsburgh, PA 15219
kathleen.goldman@bipc.com
bradley.kitlowski@bipc.com
Counsel for Wheeling & Lake Erie Railway Company

/s/ Jonathan M. Kamin
JONATHAN M. KAMIN, ESQUIRE
Co-Counsel for Wabash Properties, LLC

RECORD

Application Docket No. 20890-1929

THE PUBLIC SERVICE COMMISSION OF THE COMMONWEALTH OF PENNSYLVANIA

Application by

MICROFILMED

Public Service Company or Municipal Corporation

COMMISSIONERS OF ALLEGHENY COUNTY

Nature of petition

APPROVAL OF THE CONSTRUCTION OF A CROSSING BELOW
GRADE AT POINTS WHERE A PUBLIC HIGHWAY KNOWN AS SAW MILL RUN BOULEVARD
CROSSES UNDER TRACKS & RIGHT-OFWAY OF THE PITTSBURGH & WEST VIRGINIA
RAILWAY COMPANY IN CITY OF PITTSBURGH.

Date of filing petition

MAY 1, 1929

Date of Hearing

MAY 29, 1929

Handwritten initials: J. J. W.

Remarks

MICROFILMED

Handwritten signature: J. J. W.

No. of Record Folders

No. of Correspondence Folders

No. of Test. and Ex. Folders

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UNDER NO CIRCUMSTANCE SHOULD YOU REMOVE
ANY DOCUMENTS OR FILE ANY ADDITIONAL
DOCUMENTS IN THIS FOLDER. THIS ENTIRE
FOLDER WILL SOON BE DESTROYED. ANY
QUESTIONS CONCERNING THIS, PLEASE CALL
VINCE PUGLIESE AT 7-5668 OR LEO STAUB
AT 7-6982.



check # 8488 of John Christie
about \$ 10. the road was

73 3167
FILE NO. 8
MAY 1 1929
STATE OF PENNSYLVANIA
PUBLIC SERVICE COMMISSION

BEFORE THE PUBLIC SERVICE COMMISSION OF THE COMMONWEALTH OF PENNSYLVANIA.

IN RE:- Application of the County of Allegheny for certificate of public convenience, evidencing the Commission's approval of the construction of a highway crossing on the Saw Mill Run Boulevard, under the tracks and right-of-way of the Pittsburgh & West Virginia Railway Company, in the City of Pittsburgh, Allegheny County, Pennsylvania.

Application Docket No. 20890 1929.

MICROFILMED

PETITION.

TO THE PUBLIC SERVICE COMMISSION OF THE COMMONWEALTH OF PENNSYLVANIA:

The petition of Joseph G. Armstrong, E. V. Babcock and Charles C. McGovern, respectfully represents:

FIRST: That the names and addresses of your petitioners are

Joseph G. Armstrong, Court House, Pittsburgh, Pa.
E. V. Babcock, Court House, Pittsburgh, Pa.
Charles C. McGovern, Court House, Pittsburgh, Pa.

SECOND: That the names and addresses of your petitioners' attorneys are

W. Heber Dithrich, Esq., 421 Frick Bldg., Pittsburgh, Pa.
B. B. McGinnis, Esq., 908 Park Bldg., Pittsburgh, Pa.

THIRD: That the right to construct the proposed highway crossing below grade is granted your petitioners by an Agreement Ordinance dated April 2d, 1929 between the County of Allegheny and the City of Pittsburgh.

FOURTH: That the proposed highway crossing is to be constructed of concrete slab supported on steel girders with concrete substructure ^{and} crossing below grade, the tracks and right-of-way of the Pittsburgh & West Virginia Railway Company, the south back wall being at Station 46/84 on the center line of the proposed Saw Mill Run Boulevard, and the north back wall at Station 48/46 ^{on} center line of said Boulevard, a distance of one hundred sixty-two (162) feet between said back walls. ~~The~~ ~~tracks~~ ~~of~~ ~~the~~ ~~crossing~~ shall

RECORD
FOLDER

INDEXED
MAY 12 1929
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have a width of seventy-two (72) feet and such additional width as may be necessary for the construction of abutments and wing walls, as shown on Plan No. 11,914, attached hereto and marked Exhibit "A". The proposed construction is on the right-of-way of the Pittsburgh & West Virginia Railway Company and the roadway clearance under the Railway bridge is eighteen feet.

FIFTH: That the public service company concerned in or affected by the proposed construction of said crossing is the Pittsburgh & West Virginia Railway Company, and the municipalities concerned in or affected by the proposed construction are the County of Allegheny and the City of Pittsburgh, in the County of Allegheny.

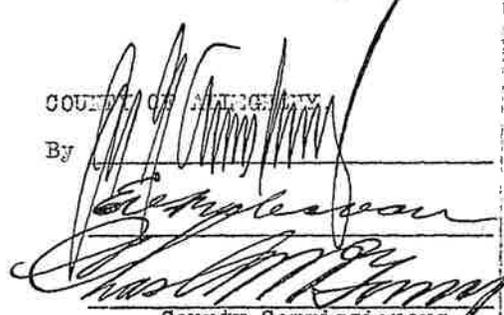
SIXTH: The estimated cost of the construction of said under grade crossing, as furnished by the Director of Public Works of Allegheny County, is the sum of Twenty Thousand (\$20,000.00) Dollars, which includes damages for property taken, injured or destroyed.

SEVENTH: The construction of said crossing is necessary and proper for the service and accommodation of the travelling public. Attached hereto is a summary of track, highway and general data of the Pittsburgh & West Virginia Railway Company, marked Exhibit "B".

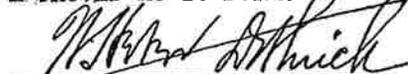
WHEREFORE, the County Commissioners pray your Honorable Commission to issue a certificate of public convenience, evidencing its approval of the location and construction of said crossing on the Saw Mill Run Boulevard under the tracks of the Pittsburgh & West Virginia Railway Company in the City of Pittsburgh, Allegheny County, Pennsylvania.

COUNTY OF ALLEGHENY

By


County Commissioners.

APPROVED AS TO FORM:


County Solicitor.

COUNTY OF ALLEGHENY,)
SS:
STATE OF PENNSYLVANIA.)

Before me, the undersigned authority, a Notary Public, duly commissioned within and for said County and State, personally appeared Joseph G. Armstrong, E. V. Babcock and Charles G. McGovern, who being duly sworn according to law, depose and say that they are the Commissioners of Allegheny County and that the facts set forth in the foregoing Petition are true and correct.

Sworn to and subscribed before me)

this 24 day of April, 1929.)

J. E. Rutley
Notary Public.

J. E. RUTLEY, Notary Public
101 COURT HOUSE
MY COMMISSION EXPIRES
FEBRUARY 10, 1931

J. G. Armstrong
E. V. Babcock
Charles G. McGovern

OVERSIZE
DOCUMENTS

DATA
 FOR
THE PUBLIC SERVICE COMMISSION
 OF THE
COMMONWEALTH OF PENNSYLVANIA
 (FROM PUBLIC SERVICE REGULATIONS)

TRACK DATA

Railroad Company, **THE PITTSBURGH & WEST VIRGINIA RAILROAD**
 Steam or Electric, **ELECTRIC**
 Name of Division, **WEST SIDE BRANCH** Main or Branch Line, **BRANCH**
 Character of Trains, **FREIGHT & PASSENGER**
 Number of main tracks, **2** Number of side tracks, **3**
 Alignment, **CURVE** Approximate degree, **48** Hand, **RIGHT**
 Grade of tracks, **1.10% TOWARDS PITTSBURGH**
 Number of trains per day
 Passenger, **6** Freight, **6** Switching movements, **12**
 Average speed of Passenger train per hour, **40**
 Freight train per hour, **15**
 Distance from crossing approaching trains can be seen, **(b)**
 Width of Railroad Right-of-Way, **IRREGULAR, 200**
 Width of Private Right-of-Way, **70**
 Topographical conditions in vicinity of crossing: **(Supplement by sketch)**
 Distance top rail to natural ground line,

HIGHWAY DATA

Nearest railroad station, **KELLY** Distance, **1 1/2** Direction, **WEST**
 Name of road, **CAN CAN RUN BOULEVARD**
 State Highway, **State-aid Road** Township road, **no**
 Borough Street, **City street** Private road,
 Relative importance, **Main Highway**
 Road Profile 500 ft each side of crossing, **5 1/2% DOWN**
 Kind of road, **Surfaced or paved** **PAVED** Drainage, **SURFACE**
 Electric railway, **NO** Number of tracks,
 Angle road with track (approximate), **24**
 Grade of approaches, (a) (b)
 Width approaches, (a) **BETWEEN CURBS** (b) **EGG CLEAR HEIGHT**
 Condition of approaches, **GRASS** **CUT OR FILL**
 Condition of crossing between rails, **Width crossing**
 Accidents at crossing during past 3 years,
 Right-of-Way of road, **70** Traveled or surfaced width, **20**

GENERAL DATA

Distance to nearest public crossings, (a) (b)
 Distance trains can be seen at various points along highway:
 (Supplement by sketch)
 Crossing signs: How many, **Properly located**
 Advance signs: How many, **Location**
 Flagmen, gates or bells, **Kind** **Type**
 Remarks: **PROBABLY UNDER-GRADE CROSSING**
 Recommendations:

1
 5
 8
 4

Application Docket No. _____
1929.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE COMMONWEALTH OF PENNSYLVANIA.

IN RE:- Application of the County of Allegheny for certificate of public convenience, evidencing the Commission's approval of the construction of a highway crossing on the Saw Mill Run Boulevard, under the tracks and right-of-way of the Pittsburgh & West Virginia Railway Company, in the City of Pittsburgh, Allegheny County, Pennsylvania.

PETITION.

W. HEBER DITTRICH,
County Solicitor,
421 Frick Bldg.

B. B. McGINNIS,
Asst. County Solicitor,
908 Park Bldg.,
Pittsburgh, Pa.

PROOF OF PUBLICATION

Commonwealth of Pennsylvania }
County of Allegheny } ss.

Personally before me, the undersigned authority, in and for said County and Commonwealth appeared..... W. I. McKee....., who being duly sworn according to law, says that he is Bookkeeper of THE PITTSBURGH SUN-TELEGRAPH, a public newspaper published in said County, and that the notice, of which the annexed clipping from said newspaper is a copy, was printed and published for..... two (2)..... successive weeks in the regular editions and issues of said newspaper on the following dates, viz:.....

May 13 - 20 - A. D. 1929

W. I. McKee

Sworn to and subscribed before me this 20th day of May A. D. 1929

Wm. H. Fitzsimony
Notary Public.

NOTICE is hereby given that application has been made to the Public Service Commission of the Commonwealth of Pennsylvania, under the provisions of the public service company law, by the County of Allegheny for a certificate of public convenience evidencing the Commission's requisite approval of the construction of a crossing below grade at points where a public highway known as Saw Mill Run boulevard crosses under the tracks and right of way of the Pittsburgh and West Virginia Railway Company in the City of Pittsburgh, Allegheny County. File No. A 20890-29.
A public hearing upon this application will be held in rooms on the seventh floor, City-County Building, Pittsburgh, Pa., on Wednesday, the 29th day of May, 1929, at 8:30 a. m. (Standard time), 9:30 a. m. (daylight saving time), when and where all persons in interest may appear and be heard, if they so desire.
JOSEPH G. ARMSTRONG,

PREPARED BY [Signature]
 STENOGRAPHER [Signature]
 FORM CHECK _____
 RECORD CHECK _____
 EXAMINED AND APPROVED _____
 BUREAU OF P. C.

THE PUBLIC SERVICE COMMISSION
 OF THE
 COMMONWEALTH OF PENNSYLVANIA

A. 20890-1929.

IN THE MATTER OF THE APPLICATION OF

COUNTY OF ALLEGHENY,
 under Section 5, Article III, and
 Sections 12, 18 and 19, Article V, of
 The Public Service Company Law, for
 the approval of the construction of a
 highway crossing on the Saw Mill Run
 Boulevard, under the tracks and right
 of way of the Pittsburgh & West Virginia
 Railway Company in the City of Pitts-
 burgh, Allegheny County, Pennsylvania.

CERTIFICATE
 OF
 PUBLIC CONVENIENCE

The Public Service Commission of the Commonwealth of Pennsylvania hereby certifies that after an investigation and hearing had on the above entitled application, it has, by its report and order made and entered, a copy of which is hereto attached and made a part hereof, found and determined that the granting of said application is necessary and proper for the service, accommodation, convenience and safety of the public, and this certificate is issued evidencing its approval of the said application as set forth in said report and order.

In Testimony Whereof, THE PUBLIC SERVICE COMMISSION OF THE COMMONWEALTH OF PENNSYLVANIA has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this **fourth** day of **June** 192**9**.

Attest:

[Signature]
 Secretary

THE PUBLIC SERVICE COMMISSION
 OF THE
 COMMONWEALTH OF PENNSYLVANIA

[Signature]
 Chairman

ENTRY NO. 4
 RECORD FOLDER

700.

Testimony and Exhibits

Consecutive No. _____

File No. 20890

THE PUBLIC SERVICE COMMISSION
OF THE COMMONWEALTH OF PENNSYLVANIA

MICROFILMED

Application by

Public Service Company or Municipal Corporation

Commissioners of Allegheny County
Nature of petition

MICROFILMED

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ANY DOCUMENTS OR FILE ANY ADDITIONAL
DOCUMENTS IN THIS FOLDER. THIS ENTIRE
FOLDER WILL SOON BE DESTROYED. ANY
QUESTIONS CONCERNING THIS, PLEASE CALL
VINCE PUGLIESE AT 7-5608 OR LEO SPAUB
AT 7-6982.

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8377
A 20890

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE COMMONWEALTH OF PENNSYLVANIA.

MICROFILMED

A P P L I C A T I O N)
OF)
C O M M I S S I O N E R S O F A L L E G H E N Y)
C O U N T Y .)

NO. A. 20890-1929.

** for approval of the construction of a crossing below grade at points where a public highway known as Saw Mill Run Boulevard crosses under the tracks and right-of-way of the Pittsburgh and West Virginia Railway Company in the City of Pittsburgh, Allegheny County. Initial Hearing.

TRANSCRIPT

HEARING HELD AT PITTSBURGH, PA., MAY 29, 1929.

For the Commission: Hon. Samuel Walker, Commissioner,
The Public Service Commission,
Harrisburg, Penna.

For the Commissioners of Allegheny County: B. B. McGinnis, Esq., Assistant
County Solicitor, Pittsburgh, Pa.

For the City of Pittsburgh: Charles P. Lang, Esq.,
Pittsburgh, Penna.

The Misses Beatty,
Shorthand Reporters,
862 Frick Annex Bldg.,
Pittsburgh, Penna.

2
DOCKETED
JUN 17 1929
INDEX NO. 3

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FOLDER

INDEX TO WITNESSES

Jordan, James C. 2

INDEX TO EXHIBITS

✓ Applicant's Exhibits

✓ Exhibit No. 1 -- Agreement between the County of Allegheny and the City of Pittsburgh. 2

✓ Exhibit No. 2 -- Data sheet for the Public Service Commission, in connection with the structure. 4

0 Exhibit No. 3 -- Blue print of the drawing which was attached to the petition submitted to The Public Service Commission. 6

City of Pittsburgh Exhibit

✓ Exhibit "A" -- Ordinance No. 157, Bill No. 4262. 5

The Misses Beatty,
Reporters,
862 Frick Annex,
Pittsburgh, Pa.

COMMISSIONER WALKER: Have proofs of publication been filed?

MR. MCGINNIS: They were mailed on the 22nd (May)

--oOo--

JAMES C. JORDAN, called as a witness in behalf of Applicant, and duly sworn, testified as follows, in response to,-

DIRECT EXAMINATION by Mr. McGinnis:

Q Mr. Jordan, what is your occupation?

A Civil Engineer.

Q By whom are you employed?

A Department of Works, Allegheny County.

Q What is your work in that Department?

A I am engineer of bridge records in charge of the drafting room.

Q Who are the County Commissioners of Allegheny County?

A Joseph G. Armstrong, Chairman; E. V. Babcock, and Charles E. McGovern.

(Applicant's Exhibit No. 1 Marked)

Q I show you Applicant's Exhibit No. 1 and ask you what it is.

A Agreement between the County of Allegheny, of the first part, and the City of Pittsburgh, in relation to the Saw Mill Run Boulevard.

Q That is in relation to the construction thereof?

A Yes.

Q Is that the original?

A This is a photostatic copy.

MR. MCGINNIS: I have one of the originals here, and this is a photostatic copy; they have the approval of the City Solicitor, that is the only difference, and I think, with Mr. Lang's consent we could file that as an exhibit.

COMMISSIONER WALKER: Offer the original.

MR. LANG: The City of Pittsburgh desires copy of the certificate of the Commission and with that intent I would like to file at this time a duplicate original, so that when the order of the Commission issues, there will be one attached to each of the copies filed, one going to the County and one to the City.

By Mr. McGinnis:

Q Under this contract, Exhibit No. 1, who is to do the construction of the boulevard?

A The County of Allegheny.

Q In the construction of this boulevard is there a bridge crossing the tracks and right-of-way of the Pittsburgh & West Virginia Railway?

A Yes; there is a bridge or underpass crossing underneath the tracks of the Pittsburgh & West Virginia Railway Company.

Q Can you give us a brief description of this bridge or underpass?

A It provides another pass with a forty (40) foot clear roadway to the curb and two sidewalks eight (8) two (2) from curb to the face of the concrete sidewalls underneath the tracks, with a head room of eighteen (18) feet on the roadway. The structure

has concrete walls with steel columns located on the curb line, supporting girders across the roadway, and with a concrete slab on top of the girders and to the side walls upon which the ballast and ties of the railroad tracks are supported.

Q What is the roadway clearance?

A Eighteen feet (18') vertically.

Q Is there any other railway concern except the Pittsburgh & West Virginia on this structure?

A Not to my knowledge.

Q And what municipalities are concerned?

A The City of Pittsburgh are concerned in the construction within the city limits.

Q What is the estimated cost of the underpass?

A My recollection is it was two hundred thousand dollars.

Q Do you have any figures to substantiate that?

A I don't have the figures.

Q Is the construction of this crossing necessary for the service and accommodation of the traveling public?

A It is necessary in order to pass the roadway under these tracks.

(Applicant's Exhibit No. 2 Marked)

Q I show you Applicant's Exhibit No. 2 and ask you what it is.

A It is a data sheet for The Public Service Commission, giving the data required in track, highway and generally, in connection with this structure.

CROSS EXAMINATION by Mr. Lang:

Q Mr. Jordan, do you know about the ordinance that authorized

this agreement (handing witness paper)? Just state when this ordinance was passed.

A It was enacted the 18th day of March, 1929.

Q When was it approved by the Mayor?

A March 21, 1929.

Q Where was it recorded?

A In the Ordinance Book Vol. 41, page 141.

Q What is the number of the ordinance?

A Number one hundred and fifty-seven (157).

MR. LANG: We offer in evidence this ordinance, with the right to have it later withdrawn and a certified copy presented, being marked City of Pittsburgh Exhibit "A", being Ordinance No. 157, Bill No. 4262.

RE-DIRECT EXAMINATION by Mr. McGinnis:

Q Refreshing your recollection now, will you state what the cost of the proposed construction is?

A Two hundred thousand dollars (\$200,000.00) is the estimated cost of the structure.

MR. MCGINNIS: If your Honor please, the sixth paragraph of the petition, I would ask leave to amend to read as follows:-

"The estimated cost of the construction of the said undergrade crossing as furnished by the Director of Public Works of Allegheny County, is the sum of two hundred thousand dollars, which includes damages for property taken, injured or destroyed," to take the place of the sixth paragraph in the petition

which states that the estimated cost is twenty thousand dollars (\$20,000.00).

COMMISSIONER WALKER: We will permit the amendment.

(Applicant's Exhibit No. 3 marked)

By Mr. McGinnis:

Q I show you Applicant's Exhibit No. 3 and ask you what it is.

A Blue-print of the drawing which was attached to the petition submitted to The Public Service Commission.

Q What does it show?

A It shows the structure and the proposed roadway of the Saw Mill Run Boulevard and sidewalks as they affect the property of the Pittsburgh & West Virginia Railway.

Q What property does it show as being taken for the construction of this underpass?

A The property of the Pittsburgh & West Virginia Railway Company.

Q I believe according to the Agreement, Exhibit No. 1, the City of Pittsburgh is to furnish the right-of-way for this new boulevard?

A Yes.

Q Do you know whether there is any agreement between the Railroad Company and the City of Pittsburgh?

A There is an agreement between the City of Pittsburgh and the Railroad Company, in regard to the right-of-way.

Q Then, it will not be necessary under these proceedings to condemn any land for the purpose of this structure?

James C. Jordan

A No, sir.

Further sayeth not.

---ooOoo---

MR. MCGINNIS: We offer in evidence Applicant's Exhibits Nos. 1, 2 and 3.

COMMISSIONER WALKER: They will be received.

---ooOoo---

Testimony Concluded.

Submitted on Record.

---ooOoo---

C E R T I F I C A T E

I hereby certify that the proceedings and evidence in the cause first stated are fully and accurately contained in the shorthand notes taken by me during the hearing before The Public Service Commission of the Commonwealth of Pennsylvania and that this is a correct transcript thereof.

Willard E. Arnold.

Reporter
For The Misses Beatty.

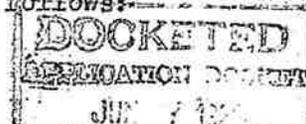
A G R E E M E N T,

MADE this 2nd day of April, A. D. 1929,
between the County of Allegheny, a public corporation of Pennsylvania, hereinafter called "County", party of the first part, and the City of Pittsburgh, a municipal corporation of the State of Pennsylvania, within the limits of said County, hereinafter called the "City", party of the second part.

WHEREAS, The Saw Mill Run Boulevard, in the City of Pittsburgh, consisting of the North Branch, from Warrington Avenue to Woodruff Street, the South Branch, from West Liberty Avenue to the City of Pittsburgh - Borough of Overbrook line, and from the Borough of Overbrook and former Carrick Borough line to Library Road (State Highway Route No. 247), and the McKinley Park Branch, from the South Branch to Bausman Street, as located and opened by City Ordinance, is to be a principal thoroughfare; and,

WHEREAS, The County Commissioners of Allegheny County deem it advisable and necessary to improve said Saw Mill Run Boulevard, in said City between the points mentioned, and are of the opinion that the County should bear a portion of the cost, and the corporate authorities of the City of Pittsburgh believe it will be greatly to the interest and advantage of said City and a great saving of expense thereto, if said improvement of said Boulevard within its corporate limits be made, and the cost and expense thereof be paid jointly by the City and the County as hereinafter specified;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for the consideration hereinafter mentioned, the parties hereto do covenant and agree to and with each other, as follows:



FIRST. The name "Library Road" as located and opened by ordinances of the City of Pittsburgh, shall be changed by ordinance of the City to "Saw Mill Run Boulevard", from Woodruff Street to Library Road; and to "Saw Mill Run Boulevard - McKinley Park Branch", from Saw Mill Run Boulevard to Bausman Street.

SECOND. The parties hereto agree that the Saw Mill Run Boulevard, within the limits of said City, for a distance of approximately 13,640.0 feet shall be improved between the following terminal points:

BEGINNING at Warrington Avenue and extending to Woodruff Street, comprising the North Branch; beginning at West Liberty Avenue and extending to the City of Pittsburgh - Borough of Overbrook line, and from the Borough of Overbrook and former Carrick Borough line to Library Road (State Highway Route No. 247), comprising the South Branch, and from the South Branch to Bausman Street, comprising the McKinley Park Branch. The consent of the City of Pittsburgh is hereby given to the County of Allegheny to carry out the provisions herein set forth.

THIRD. Said Saw Mill Run Boulevard between the terminal points shall be improved by the County to the following widths: North and South Branches, thirty (30') feet of paving and forty-two (42') feet of grading, and the McKinley Park Branch, twenty (20') feet of paving and thirty-three (33') feet of grading, all exclusive of slopes. The work shall be done to lines and grades established by the City and in conformity with plans and specifications prepared by the Department of Public Works of Allegheny County and approved by the Commissioners of said Allegheny County and the Director of the Department of Public Works of the City of Pittsburgh, to the limits shown on said plans.

FOURTH. The improvement of said Saw Mill Run Boulevard as set forth in the first and second paragraphs under this agreement, shall be done by a contract or contracts awarded therefor by the County of Allegheny after approval of the plans and specifications by the Mayor and the Director of the Department of Public Works of the City of Pittsburgh, pursuant to the Acts of Assembly relating to same. The County shall have charge of the work and the City may, at its own cost and expense, furnish whatever engineering and inspectional service it so desires. Any complaint which the City may have as to the manner of construction or the materials or methods used shall be made in writing to the Director of the Department of Public Works of Allegheny County, within three (3) days; otherwise all work and materials shall be considered by the County as being done and furnished, placed or erected, satisfactory to the City.

FIFTH. The City agrees, at its own cost and expense, to construct all sanitary sewers or storm water drains, including house or other connections required within the limits of this improvement, prior to or during the construction work to be done by the County under this agreement, exclusive, however, of the storm water drains shown on the Boulevard plans as approved. The City also agrees to require the construction of any water lines with the necessary house or other connections, fire hydrants, gate boxes, etc., within the limits of this improvement, at the cost or expense of the City, individuals or public utility companies, prior to or during the construction work to be done by the County under this agreement. All work on sanitary sewers, storm water drains and water lines, shall be done by the City or utility company in such manner that no interference or delay shall be occasioned to the County's contractor on this work. The altering, resetting or reconstructing of existing catch basins or storm inlets within the limits of this improvement shall be included in the construction work to be performed by the County under the terms of this agreement.

SIXTH. The City agrees to enact any ordinance which may be necessary to locate, relocate, open or widen, establish or re-establish the grade and curb lines of said Saw Mill Run Boulevard, as shown on the plans as approved, as well as any existing streets or alleys affected by this improvement to condemn or otherwise secure all private or public property necessary for this purpose.

SEVENTH. The City agrees to assume and become liable for all damages occasioned by reason of this improvement by the opening, locating, relocating, widening, establishing or re-establishing of grades required for the aforesaid improvement of the Saw Mill Run Boulevard, as shown on the plans as approved, between the terminal points hereinbefore mentioned. The City agrees that it will assume and become liable for all damages to property, including surface and subsurface structures, caused by said improvement of the Saw Mill Run Boulevard, including damages to person or property occasioned from any obstruction on said roadway or part thereof, not due to the negligence of the said County or its contractor or contractors. The City agrees to effect the reconstruction of the bridge of the Pittsburgh Railways Company so that no bents or supports of said bridge shall be located within or encroach upon the lines of the Saw Mill Run Boulevard - McKinley Park Branch, and further agrees to relieve the County of any cost or expense whatsoever occasioned thereby.

EIGHTH. The City agrees to light the Boulevard and maintain the necessary lighting system. It is further agreed that after the completion of the improvement aforesaid, the City shall maintain and keep the Saw Mill Run Boulevard, including all structures incidental to the improvement, between the terminal points hereinbefore described

in good repair, and the County shall be forever afterwards relieved of any responsibility for the maintenance or repair thereof.

NINTH. The City agrees to give all notices to fully advise all parties concerned of the proposed improvement, and to require all service companies and private parties to make the necessary repairs and connections to existing utilities and to install any new utilities with their house or other connections to points outside the limits of this improvement, prior to or during the construction of the Boulevard.

TENTH. In case the City installs either water or sewer lines on this highway after the signing of this agreement, the City agrees to backfill the trench or trenches in a workmanlike manner and place any concrete over the same that may be required to reinforce the sub-grade to permit the paving of the street. Where public service corporations or individuals open such trenches, the City shall require said corporations or individuals to backfill the trenches in a workmanlike manner and provide any concrete necessary to reinforce the sub-grade to permit the paving of the street; or the City may require said corporations or individuals to pay for said work, which shall be done by the City of Pittsburgh's forces. The City agrees to relieve the County of the responsibility for the failure of any part of the paving of the roadway or any structures occasioned by the subsidence of any trenches opened by the City, public service corporations or individuals, whether said trenches are opened before or after the paving of this Boulevard by a contract or contracts let by Allegheny County.

ELEVENTH. The City agrees to pay to the County the additional cost of backfilling any trenches with slag and the cost of removing and replacing concrete slabs for pavement over said trenches, when trenches opened by either the City or others are found in such condition as to endanger the strength or stability of the work to be done by the County.

In case such trenches are found their condition shall be brought to the attention of the Director of Public Works of the City by letter, and if the condition is not corrected by the City within three days after the delivery of such letter, the County shall correct the condition and bill the City for the actual construction cost of the same.

IN WITNESS WHEREOF, on the day and year first above written, the County has caused its common and corporate seal to be affixed hereto, duly attested by the Chief Clerk of the County Commissioners, and this agreement to be signed by its County Commissioners pursuant to a resolution of the County Commissioners, passed on the 2 day of April, 1929, and this agreement is signed and executed in the name of the City of Pittsburgh, by the Mayor and the Director of the Department of Public Works, and the seal of the City is by its proper officers hereto affixed, they being duly authorized so to do by Ordinance No. 157 of said City, approved the 21st day of March, 1929, recorded in Ordinance Book, Vol. 41, Page 141.

ATTEST:

F. L. Swaney
Mayor's Secretary.
Leo R. Koch
Chief Clerk.

ATTEST:

W. H. Zeld
Chief Clerk.

COUNTERSIGNED: MAY 25 1929

Henry P. Evans
City Controller.

CITY OF PITTSBURGH,

By Charles H. Kline
Mayor.

Edward G. Lang
Director, Department of Public Works.

COUNTY OF ALLEGHENY,

By Charles M. Evans
County Commissioners.

EXAMINED BY:

Charles P. Lang
Special Assistant City Solicitor.

APPROVED AS TO FORM:

Russell Schubert
City Solicitor.

APPROVED AS TO FORM:

W. H. M. Throck
County Solicitor.

ARTICLES OF AGREEMENT

Between

COUNTY OF ALLEGHENY

And

CITY OF PITTSBURGH.

THE PUBLIC SERVICE COMMISSION OF THE COMMONWEALTH of PENNSYLVANIA	
<i>A</i>	Docket No. <i>20, 890</i> <i>1929</i> (Year)
<i>App.</i>	Exhibit No. <i>1</i>
Hearing Held	<i>May 29, 1929</i> (Date)
<i>Beatty</i>	Reporter

Chas. A. Waldschmidt, Esq.,
City Solicitor.

Charles P. Lang, Esq.,
Special Ass't City Solicitor,

313 City-County Bldg.,
Pittsburgh, Pa.

ENTRY 1 3 L

DATA
FOR
THE PUBLIC SERVICE COMMISSION
OF THE
COMMONWEALTH OF PENNSYLVANIA
(FORM P.S.C. CROSSING No. 6, 1967-68)

TRACK DATA

Railroad Company: THE PENNSYLVANIA & WEST VIRGINIA RAILWAY
 Station or Electric: OTHER
 Name of Division: WEST SHORE DIST. Main or Branch Line: MAIN
 Character of Train: PASSENGER & FREIGHT
 Number of tracks: 2 Number of side tracks: 2
 Alignment: Approximately degree: 45 How far?
 Grade of track: 1.0% towards Pittsburgh
 Number of switches: 12
 Ave. no. passenger trains per hour: 12
 Freight trains per hour: 12
 Dist. from crossing approaching trains can be seen, km: (b)
 Width of Railroad Right-of-Way: IRREGULAR: 200'±
 Right-of-Way: TO
 Geographical conditions in vicinity of crossing: (supplement by sketch)

Distance top rail to natural ground line,

HIGHWAY DATA

Name of railroad station: KELLY Distance, mi: Direction, West
 Name of road: CRYMOR RUN BOULEVARD
 State Highway: State-aid Road Township road COUNTY ROAD
 Borough street: City street Private road
 Relative importance: MAIN HIGHWAY
 Road Profile from ft. each side of crossing: 100'±
 Kind of road: 5' surfaced or paved PAVED Drainage, SURFACE
 Electric railway: NO Number of tracks:
 Angle road with track (approximate): 2°
 Grade of approaches, (a) (b)
 Width approaches, (a) / of BETWEEN CURBS (b) 15'± CLEAR HEIGHT
 Condition of approaches: OPEN CUT Cut or fill
 Condition of crossing between rails: Width crossing
 Accidents at crossing during past 5 years:
 Right-of-Way of road: 25' Traveled or surfaced width: 20'

GENERAL DATA

Distance to nearest public crossings, (a) (b)
 Distance trains can be seen at various points along highway:
 (supplement by sketch)
 Crossing signs: How many: Properly located
 Advance signs: How many: Location
 Plaques, gates or bells: Kind: Type
 Remarks: CROSSING UNDER GRADE CROSSING
 Recommendations:

ab

2079

THE PUBLIC SERVICE COMMISSION
OF THE
COMMONWEALTH of PENNSYLVANIA

A Docket No. 20,890
1929 (Year)

App Exhibit No. 2

Hearing Held May 29, 1929
(Date)

Bentley Reporter

DOCKETED
APPLICATION DOCKETED
JUN 17 1929
3

OVERSIZE
DOCUMENTS

20890

8377

20890

City of Pgh
Exp Est
Eric A.

may 29/9.

927
a-3
3
1929

OFFICE OF THE CITY CLERK
THE PUBLIC BUILDINGS

No. 157.

Bill No. 4867.

AN ORDINANCE authorizing and directing the Mayor and the Director of the Department of Public Works for and in behalf of the City of Pittsburgh to enter into an agreement with the County of Allegheny, relating to the change of name of Library road to Saw Mill Run Boulevard, the improvement of Saw Mill Run Boulevard, from Woodruff street to Library road (State Highway Route No. 347) and Saw Mill Run Boulevard - McKinley Park Branch, from Saw Mill Run Boulevard to Hausman street, including the locating and re-locating, opening and widening, establishing and re-establishing the grades and fixing the lines of said Saw Mill Run Boulevard and McKinley Park Branch and providing for the payment of the costs, damages and expenses thereof.

SECTION 1. Be it ordained and enacted by the City of Pittsburgh, in Council assembled, and it is hereby ordained and enacted by the authority of the same, that the Mayor and the Director of the Department of Public Works be and they are hereby authorized and directed to make, execute and deliver in the name of and on behalf of the City of Pittsburgh, an agreement granting the consent of the City to the County in the following form, to-wit: * * * *

3/23/29

AGREEMENT

MADE THISday ofA. D. 1929,
between the County of Allegheny, a public corporation of Pennsylvania, hereinafter called "County", party of the first part, and the City of Pittsburgh, a municipal corporation of the State of Pennsylvania, within the limits of said County, hereinafter called the "City", party of the second part.

WHEREAS—The Saw Mill Run Boulevard, in the City of Pittsburgh consisting of the North Branch, from Warrington Avenue to Woodruff Street, the South Branch, from West Liberty Avenue to the City of Pittsburgh—Borough of Overbrook line, and from the Borough of Overbrook and former Carrick Borough line to Library Road (State Highway Route No. 247), and the McKinley Park Branch, from the South Branch to Bausman Street, as located and opened by City Ordinances, is to be a principal thoroughfare, and

WHEREAS—The County Commissioners of Allegheny County deem it advisable and necessary to improve said Saw Mill Run Boulevard, in said City between the points mentioned, and are of the opinion that the County should bear a portion of the cost, and the corporate authorities of the City of Pittsburgh believe it will be greatly to the interest and advantage of said City and a great saving of expense thereto, if said improvement of said Boulevard within its corporate limits be made, and the cost and expense thereof be paid jointly by the City and the County as hereinafter specified.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, That for the consideration hereinafter mentioned, the parties hereto do covenant and agree, to and with each other as follows:

FIRST. The name "Library Road" as located and opened by ordinances of the City of Pittsburgh, shall be changed by ordinance of the City, to "Saw Mill Run Boulevard", from Woodruff Street to Library Road; and to "Saw Mill Run Boule-

vard—McKinley Park Branch", from Saw Mill Run Boulevard to Bausman Street.

SECOND. The parties hereto agree that the Saw Mill Run Boulevard, within the limits of said City, for a distance of approximately 13,640.0 feet shall be improved between the following terminal points:

BEGINNING at Warrington avenue and extending to Woodruff Street comprising the North Branch, beginning at West Liberty Avenue and extending to the City of Pittsburgh-Borough of Overbrook line, and from the Borough of Overbrook and former Carrick Borough line to Library Road (State Highway Route No. 247), comprising the South Branch, and from the South Branch to Bausman Street, comprising the McKinley Park Branch. The consent of the City of Pittsburgh is hereby given to the County of Allegheny to carry out the provisions herein set forth:

THIRD. Said Saw Mill Run Boulevard between the terminal points, shall be improved by the County to the following widths: North and South Branches, thirty (30') feet of paving and forty-two (42') feet of grading, and the McKinley Park Branch, twenty (20') feet of paving and thirty-three (33') feet of grading, all exclusive of slopes. The work shall be done to lines and grades established by the City and in conformity with plans and specifications prepared by the department of Public Works of Allegheny County and approved by the Commissioners of said Allegheny County and the Director of the Department of Public Works of the City of Pittsburgh, to the limits shown on said plans.

FOURTH. The improvement of said Saw Mill Run Boulevard as set forth in the first and second paragraphs under this agreement, shall be done by a contract or contracts, awarded therefor, by the County of Allegheny, after approval of the plans and specifications by the Mayor and the Director of the Department of Public Works, of the City of Pittsburgh, pursuant to the Acts of Assembly relating to same. The County shall have charge of the work and the City may,

at its own cost and expense, furnish whatever engineering and inspectional service it so desires. Any complaint which the City may have as to the manner of construction or the materials or methods used, shall be made in writing to the Director of the Department of Public Works of Allegheny County, within three (3) days, otherwise all work and materials shall be considered by the County as being done and furnished, placed or erected, satisfactory to the City.

FIFTH. The City agrees at its own cost and expense, to construct all sanitary sewers or storm water drains, including house or other connections required within the limits of this improvement, prior to or during the construction work to be done by the County under this agreement, exclusive, however of the storm water drains shown on the Boulevard plans as approved. The City also agrees to require the construction of any water lines with the necessary house or other connections, fire hydrants, gate boxes, etc., within the limits of this improvement, at the cost or expense of the City, individuals or public Utility Companies, prior to or during the construction work to be done by the County under this Agreement. All work on sanitary sewers, storm water drains and water lines, shall be done by the City or Utility Company in such a manner that no interference or delay shall be occasioned to the County's contractor on this work. The altering, resetting or reconstructing of existing catch basins or storm inlets within the limits of this improvement shall be included in the construction work to be performed by the County under the terms of this agreement.

SIXTH. The City agrees to enact any ordinance which may be necessary to locate, relocate, open or widen, establish or re-establish the grade and curb lines of said Saw Mill Run Boulevard, as shown on the plans as approved, as well as any existing streets or alleys affected by this improvement to condemn or otherwise secure all private or public property necessary for this purpose.

SEVENTH. The City agrees to assume and become liable for all damages occasioned by reason of this improvement by the opening, locating, relocating, widening, establishing or re-establishing of grades required for the aforesaid improvement of the Saw Mill Run Boulevard, as shown on the plans as approved, between the terminal points hereinbefore mentioned. The City agrees that it will assume and become liable for all damages to property, including surface and sub-surface structures, caused by said improvement of the Saw Mill Run Boulevard, including damages to person or property occasioned from any obstruction on said roadway or part thereof, not due to the negligence of the said County or its contractor or contractors. The City agrees to affect the re-construction of the bridge of the Pittsburgh Railways Company, so that no bents or supports of said bridge shall be located within or encroach upon the lines of the Saw Mill Run Boulevard,—McKinley Park Branch, and further agrees to relieve the County of any cost or expense whatsoever occasioned thereby.

EIGHTH. The City agrees to light the Boulevard and maintain the necessary lighting system. It is further agreed that after the completion of the improvement aforesaid, the City shall maintain and keep the Saw Mill Run Boulevard, including all structures incidental to the improvement, between the terminal points hereinbefore described, in good repair, and the County shall be forever afterwards relieved of any responsibility for the maintenance or repair thereof.

NINTH. The City agrees to give all notices to fully advise all parties concerned of the proposed improvement, and to require all service companies and private parties to make the necessary repairs and connections to existing utilities and to install any new utilities with their house or other connections to points outside the limits of this improvement, prior to or during the construction of the boulevard.

TENTH. In case the City installs either water or sewer lines on this highway after the signing of this agreement, the City agrees to backfill the trench or trenches in a workmanlike manner and place any concrete over the same that may be required to reinforce the sub-grade to permit the paving of the street. Where public service corporations or individuals open such trenches, the City shall require said corporations or individuals to backfill the trenches in a workmanlike manner and provide any concrete necessary to reinforce the sub-grade to permit the paving of the street; or the City may require said corporations or individuals to pay for said work, which shall be done by the City of Pittsburgh's forces. The City agrees to relieve the County of the responsibility for the failure of any part of the paving of the roadway or any structures occasioned by the subsidence of any trenches opened by the City, public service corporations or individuals, whether said trenches are opened before or after the paving of this Boulevard by a contract or contracts let by Allegheny County.

ELEVENTH. The City agrees to pay to the County the additional cost of backfilling any trenches with slag and the cost of removing and re-placing concrete slabs for pavement over said trenches, when trenches opened by either the City or others are found in such condition as to endanger the strength or stability of the work to be done by the County. In case such trenches are found, their condition shall be brought to the attention of the Director of Public Works of the City by letter, and if the condition is not corrected by the City within three days after the delivery of such letter, the County shall correct the condition and bill the City for the actual construction cost of the same.

IN WITNESS WHEREOF, The County has caused its common and corporate seal to be affixed hereto, duly attested by the Chief Clerk of the County Commissioners, and this agreement to be signed by its County Commissioners, and this agreement is signed and executed in the name of the City of Pittsburgh, by

the Mayor and the Director of the Department of Public Works, and the Seal of the City is by its proper officers hereto affixed, they being duly authorized so to do by Ordinance of said City, all done this day and year aforesaid.

ATTEST:

CITY OF PITTSBURGH

.....

By.....

Mayor's Secretary.

Mayor

.....

.....

Chief Clerk

Director, Department of Public Works.

ATTEST:

COUNTY OF ALLEGHENY

.....

By.....

Chief Clerk

.....

.....

County Commissioners.

Approved as to form:

.....

.....

Approved as to form:

County Solicitor

City Solicitor

1. SECTION 2. That any Ordinance or part of Ordinance, conflicting with the
- 2 provisions of this Ordinance, be and the same is hereby repealed so far as the
- 3 the same affects this Ordinance.

Ordained and enacted into a law in Council, this 18th day
of March, A. D. 1929.

Jas. F. Malone
President of Council.

Attest: Robt. Clark
Clerk of Council.

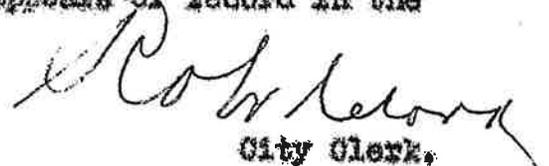
Mayor's Office, March 21st, 1929.
Approved: Charles H. Kline
Mayor.

Attest: F. L. Swaney
Mayor's Secretary.

Recorded in Ordinance Book, Vol. 41, page 141, 21st day
of March, 1929.

Pittsburgh, March 21st, 1929.

I do hereby certify that the foregoing is a true and correct copy
of Ordinance No. 157, Series 1929, as the same appears of record in the
office of the city clerk.


City Clerk.

MICROFILMED

DOCKETED
APPLICATION BOARD
JUN 17 1929
ENTRY NO. 34

RECORD
FOLDER

THE PUBLIC SERVICE COMMISSION
OF THE
COMMONWEALTH of PENNSYLVANIA

A Docket No. 20,890
(Year)

City of Pgh Exhibit No. "A"

Hearing Held May 29, 1929
Pittsburgh (Date)

Beatty Reporter

THE PUBLIC SERVICE COMMISSION
OF THE
COMMONWEALTH OF PENNSYLVANIA

Application Docket No. 20890-1929.

In re: Application of the COUNTY OF ALLEGHENY for the approval of the construction of a highway crossing on the Saw Mill Run Boulevard, under the tracks and right of way of the Pittsburgh & West Virginia Railway Company, in the City of Pittsburgh, Allegheny County, Pennsylvania.

REPORT & ORDER

BY THE COMMISSION:

This matter being before the Commission upon petition of the COUNTY OF ALLEGHENY, dated April 30, 1929, for the approval of the construction of a highway crossing on the Saw Mill Run Boulevard, under the tracks and right of way of the Pittsburgh & West Virginia Railway Company, in the City of Pittsburgh, Allegheny County, Pennsylvania, in accordance with the plan and petition filed; and having been duly heard and submitted by the parties, and full investigation of the matters and things involved having been had, the Commission finds and determines that the approval of the construction of highway crossing, in accordance with plan and petition filed, and the issuance of a certificate of public convenience in evidence thereof, is necessary and proper for the service, accommodation, convenience and safety of the public;

NOW, to-wit, June 4, 1929, IT IS ORDERED:
That a certificate of public convenience issue evidencing the Commission's approval of the construction of highway crossing, as above determined.

THE PUBLIC SERVICE COMMISSION
OF THE
COMMONWEALTH OF PENNSYLVANIA

Wm. B. Diney, Chairman.

ATTEST:

J. S. [Signature]
Secretary.

MICROFILMED