



**COMMONWEALTH OF PENNSYLVANIA**  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
COMMONWEALTH KEYSTONE BUILDING  
400 NORTH STREET  
HARRISBURG, PENNSYLVANIA 17120

IN REPLY PLEASE  
REFER TO OUR FILE

October 15, 2024

A-2024-3050952

**TO ALL PARTIES OF RECORD**

Application of the Borough of Green Tree for approval to alter the public crossing (DOT 472 812 H) by the replacement of the existing bridge where Trumbull Drive crosses, above grade, the track of Wheeling & Lake Erie Railway Company, in the Borough of Green Tree, Allegheny County, and the allocation of costs incident thereto.

To Whom It May Concern:

This matter is before us by reason of an application filed with the Commission on August 27, 2024, by the Borough of Green Tree (Borough), seeking Commission approval to alter the public crossing (DOT 472 812 H) by the replacement and removal of the existing bridge where Trumbull Drive crosses, above grade, the track of Wheeling & Lake Erie Railway Company, located in the Borough of Green Tree, Allegheny County.

Upon receipt of the application, a field investigation and conference was arranged by a Commission staff engineer and held on September 27, 2024 at the site of the subject crossing.

Representatives of Wheeling & Lake Erie Railway, Gannett Fleming on behalf of the Borough, Pennsylvania Department of Transportation, Borough of Green Tree, Duquesne Light, EMH&T, McCormick Taylor, and LSSE on behalf of Peoples Natural Gas Company were all in attendance. Although notified by letter dated September 18, 2024, there were no representatives in attendance from DQE Communications, Verizon of Pennsylvania, Comcast American Water Works Company and Allegheny County.

At the field investigation and conference, the Borough and their representatives described the proposed bridge replacement project.

The existing structure is described as a single span steel thru girder bridge (NBI Structure Number/Bridge Key 2596), originally constructed in 1956 and has an overall condition rating of poor. A series of steel floor beams are connected perpendicularly to the main thru girders and steel stringers span and are connected to the floor beams all supporting a concrete deck. The existing bridge is configured to carry two lanes of traffic, one each direction and has a raised curbed sidewalk located on the western side of the structure with the top of the thru girders located above grade on each side of the bridge.

The existing total structure length is reported as 86.5 feet. The out-to-out width is 33.1 feet with a curb-to-curb width of 26.0 feet. The raised curbed sidewalk is approximately 5.0 feet in width with the steel thru girders located on each outside edge of the structure. The bridge is configured generally in a north south direction. The bridge superstructure is supported by 2 reinforced concrete abutments. Both abutments are founded on reinforced concrete spread footings.

The existing minimum vertical (overhead) clearance with respect to the top of rail to the underside of the structure is 23.5 feet. The existing minimum horizontal (side) clearance with respect to centerline of track and abutment 1 is approximately 38.8 feet.

The 2024 average daily traffic at the bridge location was estimated by the applicant at 1,895 vehicles, with 3% trucks. The bridge is currently not posted for load and its overall condition is rated as poor as per the Pennsylvania Department of Transportation website for locally owned bridges. The posted speed limit on Trumbull Drive in the vicinity of the bridge is 25 mph.

The Borough proposes to replace the existing structure with a single span composite P/S reinforced concrete PA Bulb Tee beam bridge, supported by two u-wing reinforced concrete abutments, founded on piling. The proposed structure has a total span length of 108 feet from abutment centerline of bearing to abutment centerline of bearing spanning the single track of Wheeling & Lake Erie Railway Company.

The proposed bridge structure (NBI Structure Number/Bridge Key 70346) will provide a minimum vertical (overhead) clearance of 23.1 feet above the top of rails to bottom of proposed structure. The existing concrete abutments will be cut down and remain in place providing a minimum horizontal (side) clearance of 38.8 feet from the centerline of track to the face of existing abutment 1.

The proposed structure will meet the Commission's minimum overhead and side clearance requirements as set forth in Title 52 Pa Code §33.121 and §33.122.

The structure will have a reinforced concrete deck with a minimum depth of 0.67 feet, a curb-to-curb width of 26.0 feet and an out-to-out width of 34.4 feet. The bridge will feature two 11-foot travel lanes, two 2.0-foot outside shoulders, one 5.7-foot raised curbed sidewalk, and one 1.7-foot-wide reinforced concrete protective barrier located on the eastern side of the structure and one 1.0-foot wide vertical concrete protective barrier located on the outside edge of the western side of the structure adjacent to the curbed sidewalk. Protective fencing will be mounted on the outside edge of the superstructure on top of the concrete protective barriers.

The concrete deck, protective barriers, fencing, sidewalk, superstructure deadload, pedestrian and vehicle live load will be supported by six (6) 33/47.5 PA Bulb Tee beams on 5.9-foot centers. The substructures will consist of two (2) reinforced concrete abutments on piles..

The horizontal alignment of the proposed structure will be shifted approximately 23.8 feet west with respect to the existing and proposed roadway centerline and will tie-in to the existing approach roadways. The proposed vertical alignment will maintain a constant grade of -1.23 %. The cross-slope of the deck will be standard with 2% on the travel lanes and 4% on the shoulders.

A gas line will be relocated off the existing structure to the proposed structure above the bottom of the beams proposed to be between beams 1 & 2.

In conjunction with the subject bridge replacement project, Wheeling & Lake Erie Railway indicated that it may be necessary for the Commission to appropriate certain portions of railroad property. The Borough has not yet submitted to the Commission for consideration final construction plans and/or right-of-way plans with metes and bounds descriptions. Accordingly, it will be necessary for the Borough to do so prior to the start of construction.

If amicable settlement between the parties is reached for railroad property without Commission involvement, the Borough will provide the Commission, on Borough letterhead, notice of the amicable agreement of the properties with the PUC docket number, caption, and Wheeling & Lake Erie Railway copied and/or served.

Traffic will be maintained throughout the construction of the project with half-width construction techniques and phasing, utilizing a temporary traffic signal when necessary.

Temporary underdeck shielding will be used where warranted to protect rail traffic below. The Borough was advised of temporary vertical clearance requirements and exemption necessary from the Commission as set forth in Title 52 Pa Code §33.121.

No existing Commission Order or Secretarial Letter was located memorializing the maintenance requirements for the existing bridge structure and public crossing.

If a temporary at-grade railroad crossing is necessary during construction for contractor use, the Borough, at their sole cost and expense, will work with Wheeling & Lake Erie Railway to ensure flagging and/or temporary warning signals are in place and utilized for access across the railroad facilities.

The Borough, at their sole cost and expense, agrees to furnish all material and perform all work necessary to construct the Trumbull Drive bridge replacement project.

Wheeling & Lake Erie Railway Company, at the Borough's sole cost and expense, agrees to furnish and maintain watchmen, flagmen and/or inspectors to protect and safeguard its railroad operations or facilities during project construction operations over the railroad right-of way and facilities.

The Borough, at its sole cost and expense, agrees to furnish all material and do all work necessary to establish and maintain any detours or traffic controls that may be required to accommodate highway and pedestrian traffic properly and safely during the time the project is being constructed.

The Borough, at their sole cost and expense, agrees to maintain the entire bridge superstructure and substructures including the bridge deck, bridge barriers, protective fencing, sidewalk, bridge/roadway drainage facilities, guiderail, bridge inspection, bridge approach slabs, roadway approaches, and to perform snow, ice and debris removal from the bridge deck, sidewalk and approach roadways.

The Borough, at their sole cost and expense, agrees to prepare and submit complete detailed final signed structure plans, approach roadway construction plans, traffic control plans and to provide such plans to each party in interest for review and to this Commission for approval prior to the construction of the project.

The non-carrier public utilities, if any, will be directed to alter or relocate their facilities as necessary to construct the project, at their initial cost and expense.

The Commission has tentatively established jurisdiction over those portions of the project along the Trumbull Drive survey and construction baseline between Highway Station 18+75.00 and Highway Station 21+70.00 and all areas necessary for the construction of the bridge within the public right-of-way and along the railroad right-of-way.

The Trumbull bridge replacement project will be funded with 80 percent federal funds, 15 percent state funds and 5 percent local funds. The estimated total cost for the construction project is \$6,600,000.

Upon full consideration of the matters involved and inasmuch as no objection has been filed with the Commission and no party in attendance at the field and investigation conference objected to the proposed improvements as discussed, we find that a Secretarial Letter can be issued approving the application without a formal hearing.

The Commission issues this Secretarial Letter in accordance with Section 2702 of the Public Utility Code and finds that the alteration of the crossing is necessary and proper for the service, accommodation, convenience or safety of the public.

The application of the Borough of Green Tree is approved as herein directed:

1. The caption of the subject proceeding is hereby revised as shown herein.
2. The public crossing (DOT 472 812 H) where Trumbull Drive crosses, above grade, the track of Wheeling & Lake Erie Railway Company, located in the Borough of Green Tree, Allegheny County be altered as herein directed.
3. Borough of Green Tree, at its sole cost and expense, and prior to the start of construction, prepare and submit to this Commission for approval and to all parties of record for examination, complete detailed signed final construction and bridge structural plans, that include approach roadway construction plans, traffic control plans and if necessary, right-of-way plans and the metes and bounds descriptions for any railroad property for the Commission to appropriate.
4. Borough of Green Tree, at its sole cost and expense, furnish all material and do all work required to alter the public crossing (DOT 472 812 H) by constructing the Trumbull Drive bridge replacement project and any ancillary features thereof constructed in accordance with the approved plans and this Secretarial Letter.

5. Wheeling & Lake Erie Railway Company, at the sole cost and expense of the Borough of Green Tree, furnish all material and perform all work relating to its facilities which may be required as incidental to the performance of the proposed work and furnish any watchmen, flagmen, inspectors and/or engineering services that may be deemed necessary to protect the railroad's operations or facilities during the time the facilities are being installed.

6. Borough of Green Tree, at its sole cost and expense, furnish all material and do all work necessary to establish and maintain any detours or traffic control that may be necessary to properly and safely accommodate vehicular and pedestrian traffic during the time the crossing is being altered.

7. Borough of Green Tree, pay all compensation for damages, if any, due to the owners of property taken, injured or destroyed by reason of the alteration of the crossing in accordance with this Secretarial Letter.

8. Any relocation of, or changes in and/or removal of any adjacent structures, equipment or other facilities of any non-carrier public utility company or municipal authority located within the limits of this Commission's jurisdiction, which may be required as incidental to the execution of the crossing project, be made by said public utility company or municipal authority at its initial cost and expense, and in such manner as will not interfere with the construction of the project.

9. Any relocation or changes in and/or removal of any adjacent structures, equipment or other facilities of any non-carrier public utility company or municipal authority located beyond the limits of the highway, within the Commission's jurisdiction, which may be required as incidental to the execution of the crossing project, be made by said public utility company or municipal authority, and in such a manner as will not interfere with the construction of the project.

10. Borough of Green Tree, at its sole cost and expense, furnish all material and perform all work necessary to complete the remainder of the project, and any other ancillary features of the project, generally in accordance with the approved plans and this Secretarial Letter.

11. Borough of Green Tree, at least thirty (30) days prior to the start of work, notify local emergency management services and all parties in interest of the actual date on which work will begin.

12. All parties involved herein cooperate fully with each other so that during the time the work is being performed, vehicular, pedestrian and railroad traffic will not be endangered or unnecessarily inconvenienced and said requirements of each of the parties will be provided for and accommodated insofar as possible.

13. All work necessary to alter the crossing be completed in a manner satisfactory to this Commission on or before December 31, 2027, and that on or before said date, the Borough of Green Tree report in writing to this Commission the date of actual completion of the work.

14. All costs which are to be reimbursed by the Department of Transportation consistent with this Secretarial Letter, shall be reimbursed pursuant to the provisions of 23 C.F.R. Parts 140 and 646. The aforesaid Federal reimbursement shall not supersede, delay or, in any manner, postpone the effect of any paragraph contained in this or any related Secretarial Letter or Order.

15. This Secretarial Letter is without prejudice to the right of any party to recover all or part of any costs incurred by said party in compliance with the provisions of this Secretarial Letter, in accordance with any lawful agreement between it and any other party.

16. Borough of Green Tree, at its sole cost and expense, furnish all material and perform all work necessary to maintain the Trumbull Drive existing bridge structure (NBI Structure Number/Bridge Key 2596) including the substructures, superstructure, bearings, deck, guiderail, curbs, sidewalk, roadway surface and approach roadways, drainage facilities, bridge inspection and any other ancillary highway features part of the public crossing (DOT 472 812 H), and provide Wheeling & Lake Erie Railway Company and the Pennsylvania Department of Transportation at least ten (10) business days advance notice when performing any work that may affect their facilities, as directed by this paragraph.

17. Upon completion of the alteration of the subject crossing, Borough of Green Tree, at its sole cost and expense, furnish all material and perform all work necessary thereafter to maintain the newly constructed Trumbull Drive bridge structure (NBI Structure Number/Bridge Key 70346) including the substructures, superstructure, bearings, deck, concrete protective barriers, protective fencing, guiderail, curbs, sidewalk, roadway surface and approach roadways, drainage facilities, existing remaining abutments left in place, bridge inspection and any other ancillary features constructed as part of the alteration at the public crossing (DOT 472 812 H), and provide Wheeling & Lake Erie Railway Company and the Pennsylvania Department of Transportation at least ten (10) business days advance notice when performing any work that may affect their facilities, as directed by this paragraph.

18. Upon completion of the alteration of the subject crossing, Borough of Green Tree, at its sole cost and expense, furnish all material and perform all work necessary for the removal of snow, ice and debris from the cartway of the bridge deck, sidewalk and approach roadways thereto.

19. Wheeling & Lake Erie Railway Company, at its sole cost and expense, agrees to furnish all material and perform all work necessary to maintain its tracks, wire lines, railroad right-of-way and any other railroad facilities, existing or altered, located within the limits of the subject captioned public crossing (DOT 472 812 H), and to provide the Borough of Green Tree at least ten (10) business days advance notice when performing any work that may affect their facilities, as directed by this paragraph.

20. Upon completion of the alteration of the subject crossing, each non-carrier public utility company and municipal authority, at its sole cost and expense, furnish all material and perform all work necessary thereafter to maintain its respective facilities, existing or altered, located within the limits of the alteration.

21. Upon completion of the work herein directed, and upon written request from any party of record, this proceeding be scheduled for a hearing at a time and a place assigned by this Commission, upon due notice to all parties, to receive evidence relative to the allocation of initial costs incurred, if any, by the non-carrier public utility companies and municipal authorities, and any other matters relevant to this proceeding.

The Parties are reminded that failure to comply with this or any Order or Secretarial Letter in this proceeding may result in an enforcement action seeking civil penalties and/or other sanctions pursuant to 66 Pa. C.S. § 3301.

All formal documents must be filed with the Secretary of the Commission. Documents must be eFiled, mailed or hand delivered. All filings should be addressed to the Secretary, PA Public Utility Commission, 400 North Street, Harrisburg, PA 17120. The Commission will not accept documents delivered by fax or by e-mail. Parties are encouraged to file formal documents by eFiling with the Secretary of the Commission by opening an eFiling account through the Commission's website (the account is free of charge) and accepting eService at <https://www.puc.pa.gov/filing-resources/efiling/>.

If your filing contains confidential material, you are required to file by overnight delivery to ensure the timely filing of your submission. There are certain filings that cannot be eFiled, such as filings containing confidential or proprietary material. These must be submitted to the Secretary by overnight delivery, priority or certified mail to allow tracking of your filing.

If you are dissatisfied with the resolution of this matter, you may, as set forth in 52 Pa. Code §§ 1.31 and 5.44, file a Petition for Reconsideration from Staff Action (Petition) with the Commission within twenty (20) days of the date of this letter. The Petition shall be eFiled with the Secretary of the Commission or sent to: Secretary, PA Public Utility Commission, 400 North Street, Harrisburg, PA 17120, and must be filed within twenty (20) days, or if no timely request is made, the action will be deemed to be a final action of the Commission.

The Petition MUST include: (1) a written statement (divided into numbered paragraphs) outlining the reasons for the request; (2) the case docket number (it is provided for you at the top right-hand corner of this letter); (3) the party on whose behalf the petition is made; (4) a Certificate of Service on the other parties of record; and (5) a Verification with original signature in accordance with 52 Pa. Code § 1.36.

Very truly yours,



Rosemary Chiavetta  
Secretary