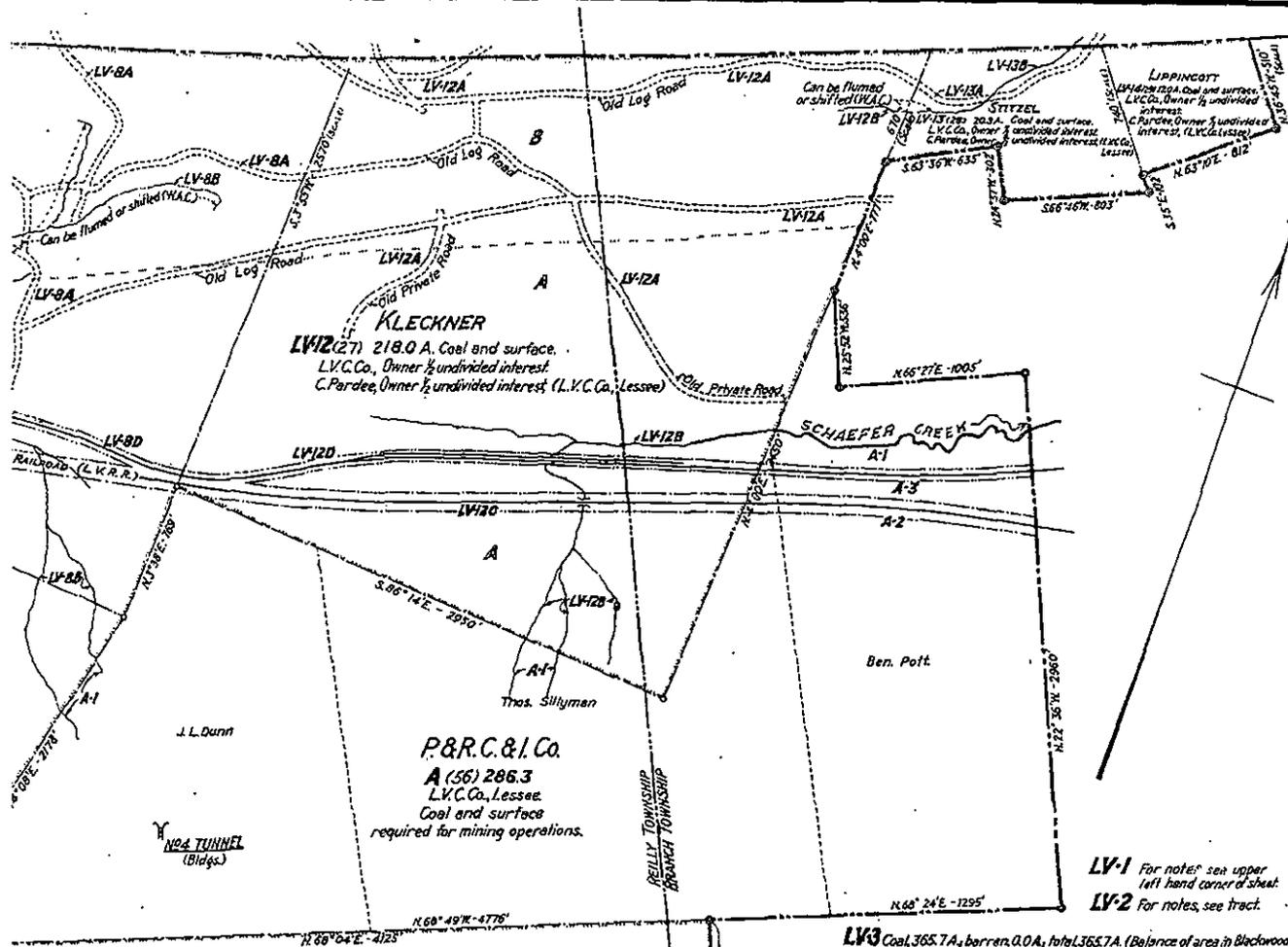


Blackwood Ex 1

JUN 09 2008
C-20078020 MSJ JK



BARREN AREA

JOHN OTTO
LV-2156A) 470.6A
LV.C.Co. Owner
Coal and surface
Coal 78.3 A, barren, 392.3A, total, 470.6A.
LV.C.Co. is not liable for support.

P&R.C.&I.Co.
A (56) 286.3
LV.C.Co. Lessee
Coal and surface
required for mining operations.

KLECKNER
LV-127) 218.0 A. Coal and surface.
LV.C.Co. Owner 1/2 undivided interest.
C. Pardee, Owner 1/2 undivided interest. (LV.C.Co., Lessee)

LV-3 Coal, 365.7A, barren, 0.0A, total, 365.7A. (Balance of area in Blackwood Undeveloped Property.) As the interests of all parties in securing tonnage are identical, it is assumed for valuation that LV.C.Co. is not liable for support except as noted below.

- LV-3A Old Log Roads. LV.C.Co. is not liable for support.
- LV-3B Streams. LV.C.Co. must provide support. (Can be flumed or shifted in part (W.A.C.))
- LV-3C Mine Hill & Schuylkill Haven R.R. right of way. Assumed width 60ft. 3870'. Right of support not determined. It is assumed for valuation that LV.C.Co. is liable for support.
- LV-4 Coal, 497.7A, barren, 0.0A, total, 497.7A. (Balance of area in Blackwood Undeveloped Property.) While right of support is indefinite, owing to the character of ownership in the surface, it is assumed for valuation that LV.C.Co. is not liable for support except as noted below.
- LV-4A Highways, 5.91A. (50' x 5160'). It is assumed for valuation that LV.C.Co. is liable for support. (Can be flumed in or shifted in part (W.A.C.))
- LV-4B (Not indicated on map). Built up areas. Practically all of the built up areas as to lots and buildings are owned by LV.C.Co. It is assumed for valuation that LV.C.Co. is not liable for support.
- LV-4C Streams. LV.C.Co. must provide support. (Can be flumed or shifted in part (W.A.C.))
- LV-4D Old Log and Private Roads. LV.C.Co. is not liable for support.
- LV-4E Schuylkill & Lehigh Valley R.R. right of way. Width of 100ft claimed by railroad but not conceded by LV.C.Co. Track removed and no paper

- LV-5C Stream. LV.C.Co. must provide support.
- LV-5D Schuylkill & Lehigh Valley R.R. right of way. Width of 100' claimed by railroad but not conceded by LV.C.Co. 1.91A. (100' x 810') Right of support not determined. While this branch of the L.V.R.R. is not now used by passenger trains, it may be in the future. It is therefore assumed for valuation that LV.C.Co. is liable for support.
- LV-5E (Part of tract 55) 318 A. Coal and surface. LV.C.Co. Owner 1/2 undivided interest, C. Pardee, Owner 1/2 undivided interest. (LV.C.Co., Lessee) P.B.R.C.&I.Co. claims ownership of the 318 A. and leases same to LV.C.Co. without prejudice to the claim of LV.C.Co. Owing to the various claims to this property and to the fact that under the lease from P.B.R.C.&I.Co. the LV.C.Co. is held liable for the support of railroads owned or used by the P.B.R.C.&I.Co. and the P.B.R.R., roads, improvements, present and future mine workings, and rivers and creeks, it is assumed for valuation that LV.C.Co. is liable for support. (Surface caved in part (W.A.C.))
- LV-6 Coal, 108.7A, barren, 0.0A, total, 108.7A. While right of support is indefinite, owing to the character of ownership in the surface, it is assumed for valuation that LV.C.Co. is not liable for support.
- LV-7 Coal, 70.0 A, barren, 0.0A, total, 70.0A. (Balance of area in Blackwood Undeveloped Property.) While right of support is indefinite, owing to the character of ownership in the surface, it is assumed for valuation that LV.C.Co. is not liable for support except as noted below.
- LV-7A Old Log Roads. LV.C.Co. is not liable for support.
- LV-7B Streams. LV.C.Co. must provide support. (Can be flumed or shifted in part (W.A.C.))
- LV-7C Schuylkill & Lehigh Valley R.R. right of way. Width of 100ft claimed by railroad but not conceded by LV.C.Co. 4.1A. (100' x 1770') While this branch of the L.V.R.R. is not now used by passenger trains, it may be in the future. It is therefore assumed for valuation that LV.C.Co. is liable for support.
- LV-7D Mine Hill & Schuylkill Haven R.R. right of way. Assumed width 60ft. 2.71A. (60' x 1970') Right of support not determined. It is assumed for valuation that LV.C.Co. is liable for support.
- LV-8 Coal, 1939A, barren, 0.0A, total, 1939A. (Balance of area in Blackwood Undeveloped Property.) While right of support is indefinite, owing to the character of ownership in the surface, it is assumed for valuation that LV.C.Co. is not liable for support except as noted below.
- LV-8A Old Log Roads. LV.C.Co. is not liable for support.
- LV-8B Streams. LV.C.Co. must provide support. (Can be flumed or shifted in part (W.A.C.))
- LV-8C Schuylkill & Lehigh Valley R.R. right of way. Width of 100ft. claimed by railroad but not conceded by LV.C.Co. 4.61A. (100' x 2024') Right of support not determined. While this branch of the L.V.R.R. is not now used by passenger trains, it may be in the future. It is therefore assumed for valuation that LV.C.Co. is liable for support.
- LV-8D Mine Hill & Schuylkill Haven R.R. right of way. Assumed width 60ft. 3.71A. (60' x 2720') Right of support not determined. It is assumed for valuation that LV.C.Co. is liable for support.
- LV-9 Coal, 345.8A, barren, 6.9A, total, 352.7A. While right of support is indefinite, owing to the character of ownership in the surface, it is assumed for valuation that LV.C.Co. is not liable for support.
- LV-9A Highway, 8.0A. (50' x 7000'). It is assumed for valuation that LV.C.Co. is liable for support.
- LV-10 Coal, 444A, barren, 416.8A, total, 860.8A. While right of support is indefinite, owing to the character of ownership in the surface, it is assumed for valuation that LV.C.Co. is not liable for support except as noted below.
- LV-10A Blackwood Water Co. owns surface. 290.0A. Barren.
- LV-10B 3.71A. under dispute.
- LV-10G (Part of tract 55). Coal, 4.3 A, barren, 0.99 A, total, 5.29 A. Coal and surface. LV.C.Co. Owner 1/2 undivided interest, C. Pardee, Owner 1/2 undivided interest. (LV.C.Co., Lessee) P.B.R.C.&I.Co. claims ownership of the 5.29A. and leases same to LV.C.Co. without prejudice to the claim of the LV.C.Co. Owing to the various claims to this property and to the fact that under the lease from P.B.R.C.&I.Co. the LV.C.Co. is held liable for the support of railroads owned or used by the P.B.R.C.&I.Co. and the P.B.R.R., roads, improvements, present and future mine workings, and rivers and creeks, it is assumed for valuation that LV.C.Co. is liable for support.
- LV-11 Coal, 81.3 A, barren, 0.0A, total, 81.3A. (Balance of area in Blackwood Undeveloped Property.) While right of support is indefinite, owing to the character of ownership in the surface, it is assumed for valuation that LV.C.Co. is not liable for support except as noted below.
- LV-11A Highway, 2.4 A. (50' x 2070'). It is assumed for valuation that LV.C.Co. is liable for support. (Can be flumed in or shifted (W.A.C.))
- LV-11B Streams. LV.C.Co. must provide support. (Can be flumed or shifted (W.A.C.))
- LV-11C Mine Hill & Schuylkill Haven R.R. right of way. Assumed width 60ft. 0.71A. (60' x 1850') Right of support not determined. It is assumed for valuation that LV.C.Co. is liable for support.

- LV-12 Coal, 218.0A, barren, 0.0A, total, 218.0A. (Balance of area in Blackwood Undeveloped Property.) While right of support is indefinite, owing to the character of ownership in the surface, it is assumed for valuation that LV.C.Co. is not liable for support except as noted below.
- LV-12A Old Log and Private Roads. LV.C.Co. is not liable for support.
- LV-12 B Streams. LV.C.Co. must provide support. (Can be flumed or shifted in part (W.A.C.))
- LV-12C Schuylkill & Lehigh Valley R.R. right of way. Width of 100ft. claimed by railroad but not conceded by LV.C.Co. 2.11A. (100' x 3084') This branch of the L.V.R.R. is not now used by passenger trains, but may be in the future. It is therefore assumed for valuation that LV.C.Co. is liable for support.
- LV-12D Mine Hill & Schuylkill Haven R.R. right of way. Assumed width 60ft. 4.41A. (60' x 3504') Right of support not determined. It is assumed for valuation that LV.C.Co. is liable for support.
- LV-13 Coal, 223.3A, barren, 0.0A, total, 223.3A. (Balance of area in Blackwood Undeveloped Property.) While right of support is indefinite, owing to the character of ownership in the surface, it is assumed for valuation that LV.C.Co. is not liable for support.
- LV-13A Old Log Road. LV.C.Co. is not liable for support.
- LV-13B Stream. LV.C.Co. must provide support. (Can be flumed or shifted (W.A.C.))
- LV-14 Coal, 12.0 A, barren, 0.0A, total, 12.0A. (Balance of area in Blackwood Undeveloped Property.) While right of support is indefinite, owing to the character of ownership in the surface, it is assumed for valuation that LV.C.Co. is not liable for support.
- LV-15 Coal, 408A, barren, 0.0A, total, 408A. LV.C.Co. Owner 1/2 undivided interest, C. Pardee, Owner 1/2 undivided interest, all held in trust by S.H. Kaercher. P.B.R.C.&I.Co. claims ownership of 371A. LV.C.Co. is assumed for valuation that LV.C.Co. is liable for support below. (Surface caved in part (W.A.C.)) (Surface caved in part (W.A.C.))
- LV-15A 3.7 A. Coal and surface. LV.C.Co. Owner 1/2 undivided interest, C. Pardee, Owner 1/2 undivided interest or other authority it is assumed for valuation that LV.C.Co. is liable for support.
- LV-15B (Part of tract 55) 371A. Coal and surface. P.B.R.C.&I.Co. c ownership of the 371A. and leases same to LV.C.Co. without prejudice to the claim of the LV.C.Co. Owing to the various claims, property and to the fact that under the lease from the P.B.R.C.&I.Co. the LV.C.Co. is liable for the support of railroads owned or used by the P.B.R.C.&I.Co. and the P.B.R.R., roads, improvements, and future mine workings, and rivers and creeks, it is assumed for valuation that LV.C.Co. is liable for support. (Surface caved in part (W.A.C.))
- A in two parcels, 75.5 A. and 286.3 A. respectively. Coal, 353.3A, barren, 8.5A, total, 361.8A. LV.C.Co. is liable for support of railroads owned or used by the P.B.R.C.&I.Co. and the P.B.R.R., roads, improvements, present and future mine workings, and rivers and creeks. (Surface caved in part (W.A.C.))
- A-1 Streams. LV.C.Co. must provide support.
- A-2 Schuylkill & Lehigh Valley R.R. right of way. Width of claimed by railroad but not conceded by LV.C.Co. 3.81A. (100' x 3810') Right of support not determined. While this branch of the L.V.R.R. is not now used by passenger trains, it may be in the future. It is therefore assumed for valuation that LV.C.Co. is liable for support.
- A-3 Mine Hill & Schuylkill Haven R.R. right of way. Assumed width 60ft. 2.1 A. (60' x 1530') Right of support not determined. It is assumed for valuation that LV.C.Co. is liable for support.
- B Coal, 16.6A, barren, 0.64A, total, 17.24A. Under lease LV.C.Co. is liable for support of railroads owned or used by P.B.R.C.&I.Co. P.B.R.R., roads, improvements, present and future mine workings, and rivers and creeks. As none of these are found on this tract it is assumed for valuation that LV.C.Co. is not liable for support.

KEY TO SUBSIDENCE
(Class and date of final subsidence shown in hollow figures)

CLASS	EFFECT ON SURFACE
A	None.
B	None except for important permanent structures.
C	Destructive for all purposes.

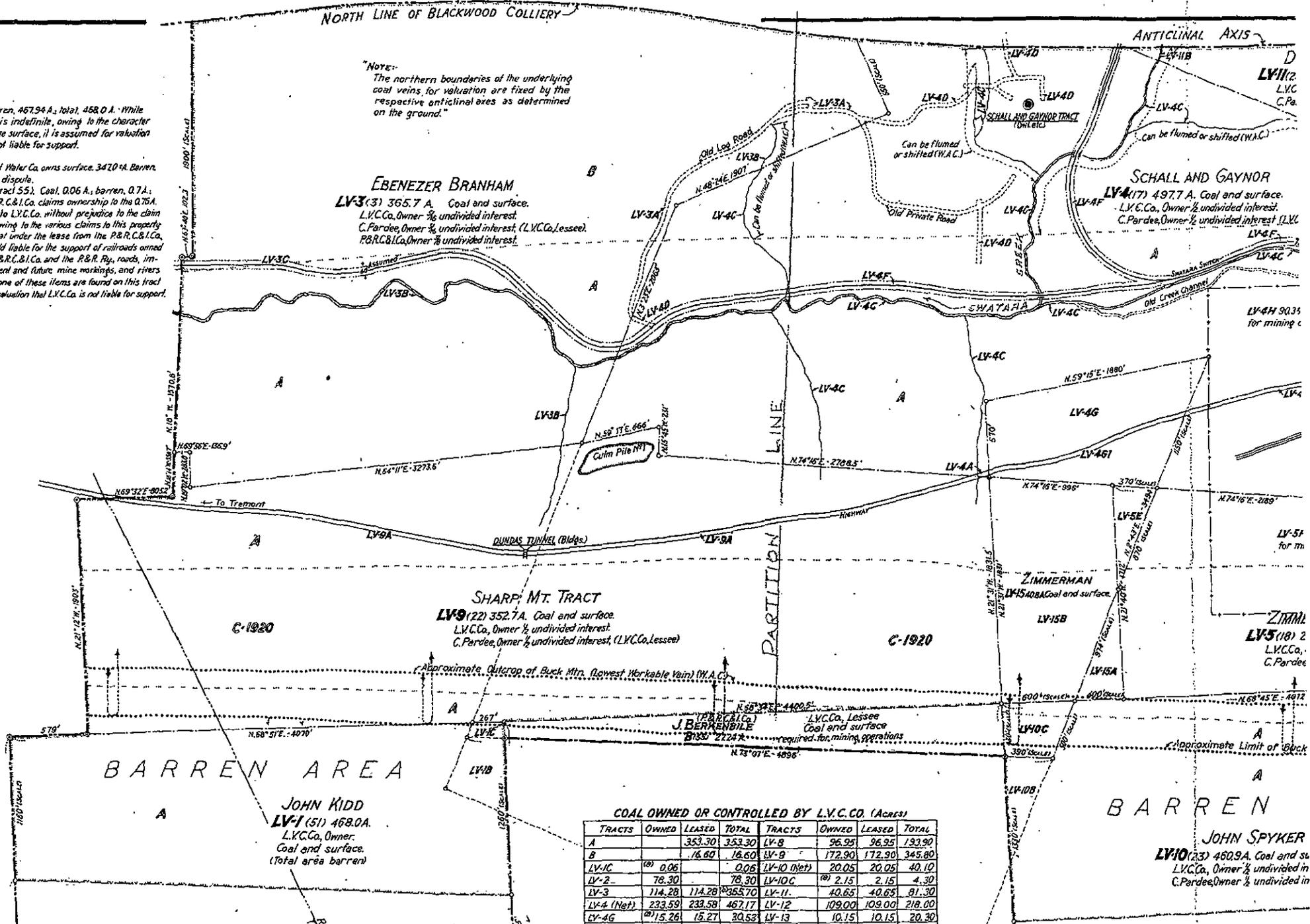
OVER SIZED DOCUMENTS

Traced by... F.E.T.
Checked by... B.H.S.
Correct... S.M.K.

LV-1 Coal, 0.06 A., barren, 467.94 A.; total, 468.0 A. While right of support is indefinite, owing to the character of ownership in the surface, it is assumed for valuation that L.V.C.Co. is not liable for support.

LV-1A Blackwood Water Co. owns surface. 3470.4A. Barren.
LV-1B 3.04 A. in dispute.
LV-1C (Part of Tract 55). Coal, 0.06 A.; barren, 0.7 A.; total, 0.76 A. P.R.C.&I.Co. claims ownership to the 0.76 A. and leases same to L.V.C.Co. without prejudice to the claim of the L.V.C.Co. Owing to the various claims to this property and to the fact that under the lease from the P.R.C.&I.Co. the L.V.C.Co. is held liable for the support of railroads owned or used by the P.R.C.&I.Co. and the P.R. Ry., roads, improvements, present and future, mine workings, and streams and creeks, as none of these items are found on this tract it is assumed for valuation that L.V.C.Co. is not liable for support.

Note:
The northern boundaries of the underlying coal veins for valuation are fixed by the respective anticlinal axes as determined on the ground.



COAL OWNED OR CONTROLLED BY L.V.C.CO. (Acres)

TRACTS	OWNED	LEASED	TOTAL	TRACTS	OWNED	LEASED	TOTAL
A		353.30	353.30	LV-8	96.95	96.95	193.90
B		16.60	16.60	LV-9	172.90	172.90	345.80
LV-1C	(⁶⁰) 0.06		0.06	LV-10 (Net)	20.05	20.05	40.10
LV-2	78.30		78.30	LV-10C	(⁶⁰) 2.15	2.15	4.30
LV-3	114.28	114.28	228.56	LV-11	40.65	40.65	81.30
LV-4 (Net)	233.59	233.58	467.17	LV-12	109.00	109.00	218.00
LV-4G	(⁶⁰) 15.26	15.27	30.53	LV-13	10.15	10.15	20.30
LV-5 (Net)	134.31	134.31	268.62	LV-14	6.00	6.00	12.00

Surface assigned for mining operations, and key to subsidence.

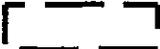
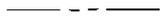
LV-10 (23) 480.9A. Coal and surface. L.V.C.Co. Owner 1/2 undivided interest. C.Pardee, Owner 1/2 undivided in.

Blackwood Ex 2
 JUN 09 9:00 AM

C-20078020 H

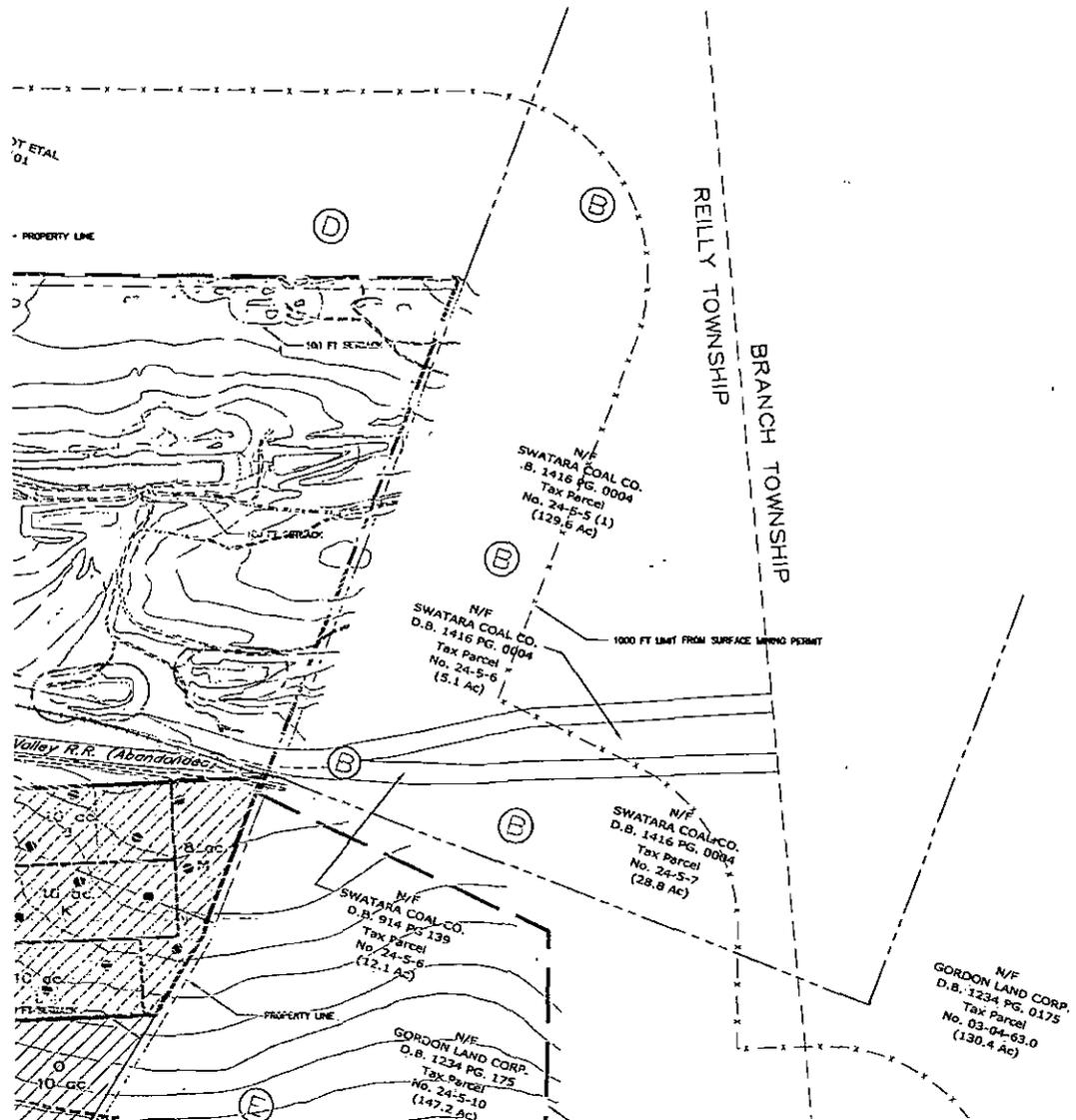
OVER SIZED DOCUMENTS

LEGEND

-  LIMIT OF SURFACE MINING PERMIT
1847.6 Ac±
-  OPERATIONAL MONITORING POINTS
-  NPDES DISCHARGE POINTS
-  1000 FT. LIMIT FROM SURFACE MINING PERMIT
-  EXISTING STREAMS
-  COMMON USE ROAD
-  EXISTING STRUCTURES
-  50 FT SETBACK FROM PROPERTY LINE
-  100 FT SETBACK FROM INTERMITTENT OR PERENNIAL STREAM
-  100 FT SETBACK FROM WETLAND
-  TAX LINE
-  BLACKWOOD PROPERTY LINE
-  ADJACENT PROPERTY OWNERS
-  19.3 ACRES APPROVED BY DEP FOR UTILIZATION OF PAPER PULP S FROM THE GARDEN STATE PAPER, PAPER MILL
-  SEDIMENT TRAPS
-  COLLECTION CHANNELS
-  DIVERSION CHANNELS
-  APPROVED APPLICATION AREAS
-  SOIL SAMPLING POINTS
-  STORAGE AREAS: WINTER 2004-2005

NOTES:

1. INFORMATION PRESENTED ON THIS PLAN WAS OBTAINED FROM THE FOLLOWING SOURCES:
 - A. 1&I ENGINEERING EXHIBIT 3 PROPERTY LOCATION BY COMBINATION OF DEED PLOT AND TAX MAP 9/98
 - B. 1&I ENGINEERING EXHIBIT 9.1 SHEETS 1-2 AND 2-2 OPERATIONS MAP 10/98
2. PAPER PULP SLUDGE AND SEWAGE SLUDGE WILL NOT BE PLACED SOUTH OF THE SHARP MOUNTAIN.
3. PAPER PULP SLUDGE AND SEWAGE SLUDGE WILL NOT BE PLACED ON ROADS.
4. ALL ONSITE STORMWATER WILL INFILTRATE INTO THE UNDERLYING MINE POOL AND DISCHARGE VIA THE EXISTING BLACKWOOD TUNNEL OVERFLOW.

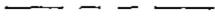


2008 JUN 30 AM 10:00
 P.S. PUG
 SECRETARY'S BUREAU

C-80078020
 JUN 09 2008

Blackwood #3

LEGEND

-  Hava Property Line
Surface & Mineral
-  Tax Parcel Line
-  Township Line
-  Hava Tax Parcels
- Parcel No.
Parcel Acreage
Per Tax Map

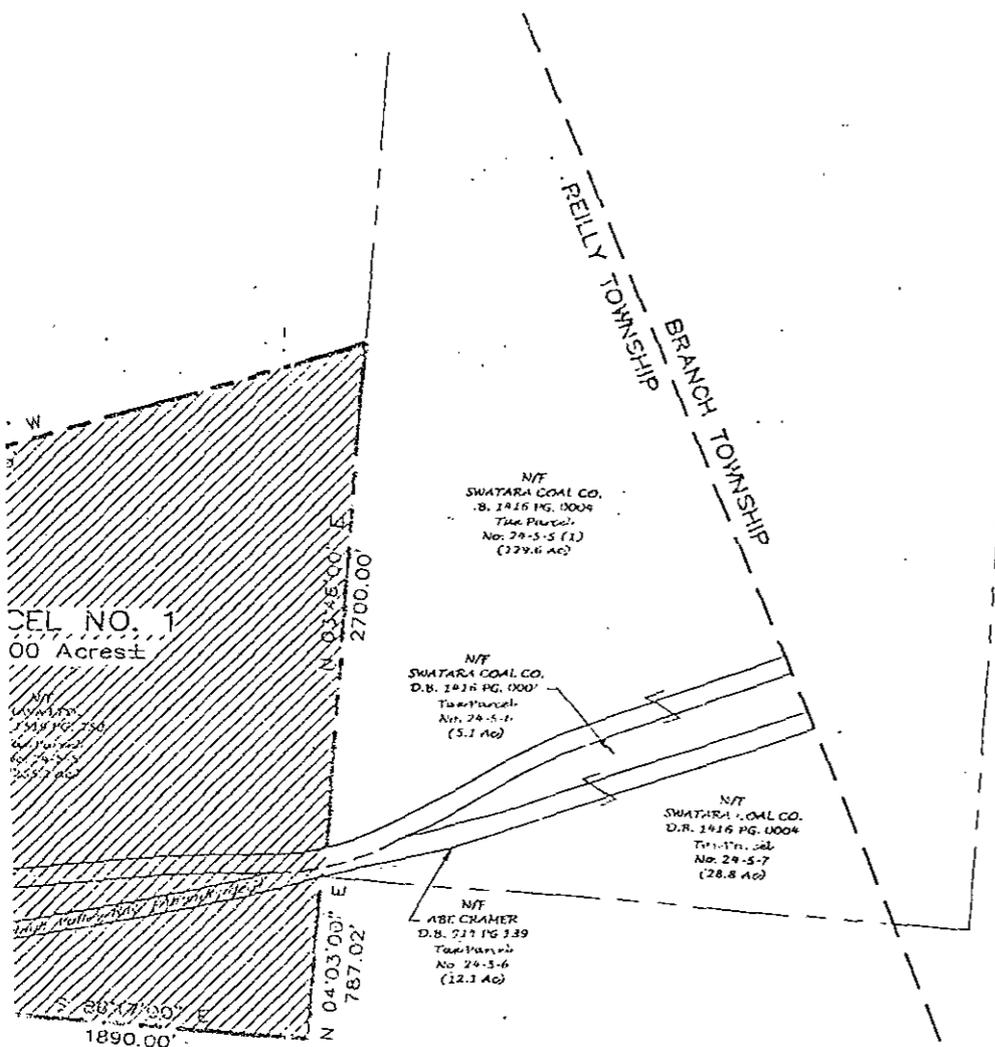
24-8-1
 (130.4 Ac)

Parcel No.	Acreages
No. 24-5-5	255.2±Ac
No. 24-7-8	63.4±Ac
No. 24-7-9	702.3±Ac
No. 24-8-2	282.1±Ac
No. 24-7-7	150.6±Ac
No. 24-4-58	11.2±Ac
No. 24-4-60	219.7±Ac
No. 24-4-61	48.5±Ac
No. 24-4-68	301.7±Ac
No. 24-4-69	0.40±Ac

Total = 2035.10±Ac

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OVER SIZED DOCUMENTS



Deed Parcel No. 1
 Surface/Mineral By Deed - Book 1357 Page 0458
 Area = 229± Ac.
 Mineral By Deed - Book 0073 Page 0200
 Area = 229± Ac.
 (Surface/Mineral By Closure)
 Area = 235.11± Ac.



Deed Parcel No. 2
 Surface/Mineral By Deed - Book 1357 Page 0459
 Area = 924.94± Ac.
 Mineral By Deed - Book 0073 Page 0201
 Area = 924.94± Ac.

Blackwood Ex 4
JUN 09 2008 Hg JK
c-20078020



PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
BUREAU FOR STRATEGIC PLANNING

1982
RAILROAD CROSSING
LOG
District 5-0

Based on data to December 31, 1981

IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

Dick Thornburgh, Governor
Thomas D. Larson, P.E.,
Secretary of Transportation

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2008 JUN 30 AM 10:00
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I N T R O D U C T I O N

The information contained in this log is based upon data collected from the National Railroad/Highway Crossing Inventory and PennDOT's grade crossing field survey. An effort has been made to include all public at-grade crossings on both active lines included in the National Inventory and lines where service has been discontinued.

The National Railroad/Highway Crossing Inventory was authorized by Section 203 of the Federal Highway Act. The project is a cooperative effort among the states, the Association of American Railroads and the Federal Railroad Administration. The principal goal is the improvement of railroad/highway safety, which would lead to a significant reduction in accidents, fatalities, personal injuries, and property damage at railroad/highway grade crossings.

The crossing records in this log are arranged by county. Within each county, the crossings on the state highway system are listed first (from lowest numbered primary route to highest numbered secondary route), followed by the non-state highway crossings arranged in alphabetical order according to the municipality in which they are located. All information included in this log is as of December 31, 1981.

1982 RAILROAD CROSSING LOG
EXPLANATION OF COLUMN HEADINGS

MUNICIPALITY - Name of the corporate area containing the grade crossing.

- C - CITY
- B - BOROUGH
- T - TOWNSHIP

- R 1 - Primary System
- D 2 - Secondary System
- C 3 - Primary Limited Access (Partial Control)
- L 4 - Secondary Limited Access (Partial Control)
- A 5 - Primary Limited Access (Full Control)
- S 6 - Secondary Limited Access (Full Control)
- S A - First Class Township Road
- S B - Second Class Township Road
- S C - City Street
- S D - Borough Street
- S E - County Road

A P L This code is used to identify an application (State System only).

- 0 - Not an application
- 1 - An application

S P U R Identifies a spur, ramp, wye or parallel, using the following one-digit code (State System only):

- 1 Spur E
- 2 Ramp or Wye
- 3 Parallel
- 4 Spur A
- 5 Spur B
- 6 Legislative route with code of adjacent county
- 7 Spur (no letter designation)
- 8 Spur C
- 9 Spur D

E O C O U N T The equation count number of all equalities which are shown in the Pennsylvania Roadway Information System (PARIS) as listed in proper sequence (State System only).

T R R A O F T I E C The predominant U.S. or State highway traffic route number posted along the highway.

U / R Indicates the corporate designation of the area containing the crossing. One-digit code identifies the four corporate classes as follows:

- 1 Municipal (city or borough not part of established urban area, population under 5,000)
- 2 Urban (city or borough part of established urban area, population 5,000 or over)
- 3 Rural (township not part of established urban area)
- 4 Urban (township part of established urban area)

F E D Identifies the federal aid system on which the crossing is located, using the following one-digit code:

- 1 - FAPR (Federal Aid Primary Rural)
- 2 - FAPU (Federal Aid Primary Urban)
- 3 - FASR (Federal Aid Secondary Rural)
- 5 - FAIR (Federal Aid Interstate Rural)
- 6 - FAIU (Federal Aid Interstate Urban)
- 7 - Not Federal Aid Rural
- 8 - Not Federal Aid Urban
- 9 - FAU (Federal Aid Urban)

			RURAL	URBAN Population (thousands)	5-10	10-25	25-50	Over 50	
1	9	8	Interstate	01	Interstate	11	21	31	41
0			Other Principal Arterial	02	Other Freeway and Expressway	12	22	32	42
F			Minor Arterial	03	Other Princ. Art.	13	23	33	43
C			Major Collector	04	Minor Arterial	14	24	34	44
C			Minor Collector	05	Collector	15	25	35	45
			Local	06	Local	16	26	36	46

T Y P E Describes the predominant type of development in the vicinity (up to 1000 feet) of the crossing based on the following codes:

- 1 - Open Space
- 2 - Residential
- D 3 - Commercial
- V 4 - Industrial
- L 5 - Institutional (schools, churches, hospitals, parks, and other community facilities)

1980 ADT Average Daily Traffic

T O W T I D H T W H Y Shows the width (in feet) of the traveled roadway surface at the crossing.

1982 RAILROAD CROSSING LOG
EXPLANATION OF COLUMN HEADINGS

Identifies the number of lanes of the roadway at the crossing according to the following codes:

LANES	Number of Lanes	Code
	One Lane	1
	Two Lanes	2
	Three Lanes	3
	Four Lanes Undivided	4
	Four Lanes Divided	5
	Six Lanes Undivided	6
	Six Lanes Divided	7
	Eight or more lanes Undivided	8
	Eight or more lanes Divided	9
	Five Lanes	0

S	0 - None
H	1 - Paved, Excellent Condition
O	2 - Paved, Good Condition
U	3 - Paved, Poor Condition
L	4 - Unpaved, Excellent Condition
D	5 - Unpaved, Good Condition
E	6 - Unpaved, Poor Condition
R	
S	

A Identifies condition of roadway approaches before the crossing.

P	1 - Paved, Excellent Condition
R	2 - Paved, Good Condition
O	3 - Paved, Poor Condition
A	4 - Unpaved, Excellent Condition
D	5 - Unpaved, Good Condition
	6 - Unpaved, Poor Condition

A Crossing Approach Painting - Indicates the presence of pavement markings at the crossing approach and the condition.

P	0 - None
A	1 - Yes, Good Condition
I	2 - Yes, Bad Condition
N	3 - One Side Only
T	

A Highway Approach Grades - Percent of slope of the roadway approach to the crossing.

G	* Quadrants 1 and 2
R	
D	1 - Good (0 - 3%)
	2 - Fair (3% - 6%)
1	3 - Poor (greater than 6%)
2	

A Highway Approach Grades - Percent of slope of the roadway approach to the crossing.

P	
G	* Quadrants 3 and 4
R	
D	1 - Good (0 - 3%)
	2 - Fair (3% - 6%)
3	3 - Poor (greater than 6%)
4	

Crossings disconnected on each side of the roadway or covered with bituminous material did not have a grade recorded on Inventory form.

*The exact location of the quadrants will have to be determined from the reverse side of the PennDOT crossing inventory form on file with the Bureau of Strategic Planning.

W Indicates the presence of advance warning signs before the crossing and whether or not they meet current standards.

R	
N	
S	0 - None
I	1 - Yes, Current Standards
G	2 - Yes, Not Current Standards
N	3 - One Side Only

T S
R P
A E
I E
N D

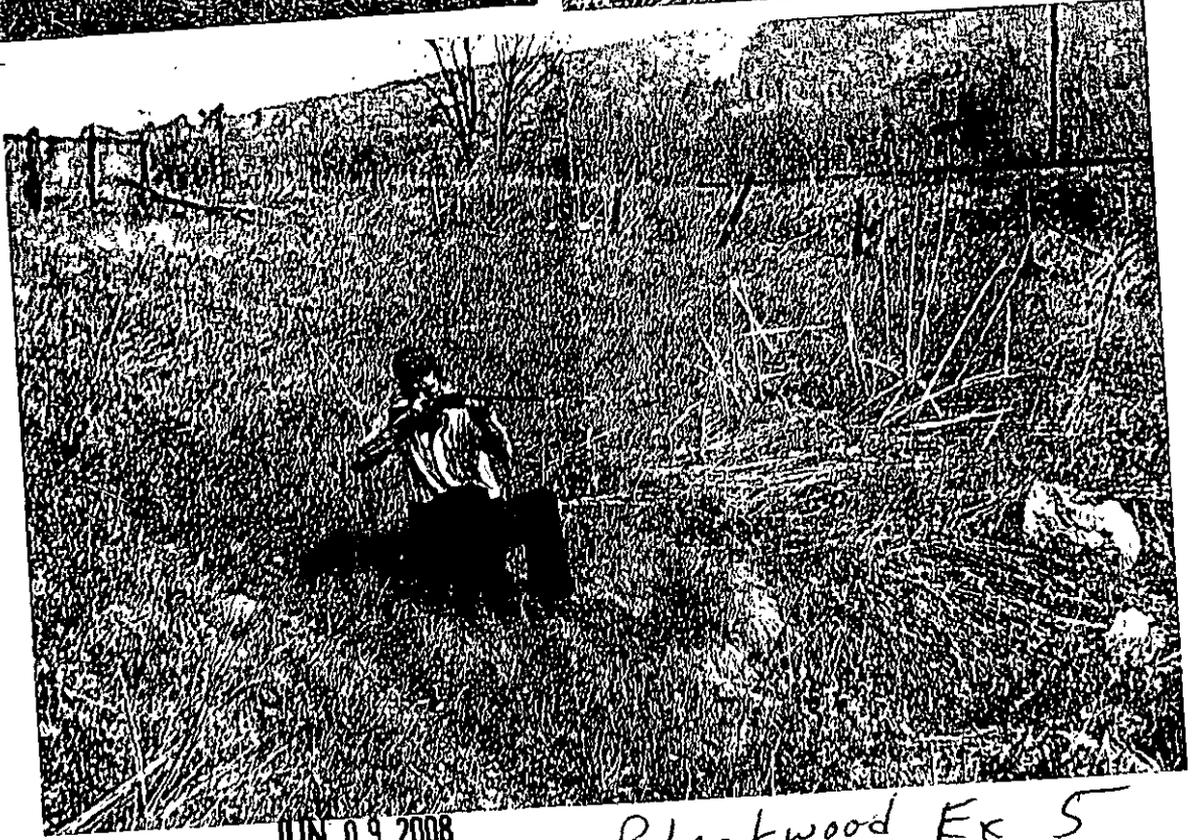
Maximum timetable speed in MPH of trains over the crossing.

H
I S
G P
H E
W E
A D
Y

Highway operating speed in MPH at the crossing.

S Sight Distance - Determined from angles indicated on the sketches on the reverse side of the PennDOT crossing inventory form on file in the Bureau of Strategic Planning.

T	
E	
D	1 - Adequate all quadrants
I	2 - Inadequate all quadrants
S	4 or 7 - Inadequate 3 of 4 quadrants
	5 or 6 - Inadequate 2 of 4 quadrants
	3 or 8 - Inadequate 1 of 4 quadrants
	9 - Congested metropolitan area, no sight distance recorded
	0 - Crossings with service discontinued, track disconnected on each side of roadway or covered with bituminous material, or etc, did not have sight distances recorded on Inventory form



JUN 09 2008
C-20078020
Wg JK

Blackwood Ex 5

I & I ENGINEERING, INC.
CONSULTING ENGINEERS

Blackwood Ex 6
JUN 09 2008
C-20078020/Hlg dx

January 5, 2007

Mr. Nolan Perin, President
Blackwood, Inc.
991 West Pennsylvania Avenue
Pen Argyl, PA 18072

RE: Reading Blue Mountain & Northern Railroad
and Township Road T-567 Crossing
Reilly Township, Schuylkill County

Dear Nolan,

Pursuant to your request, we have researched the above referenced railroad crossing in an attempt to determine whether the public road was in existence prior to the railroad or visa-versa. In this regard, our research involved reviewing the following sources:

- Reilly Township Road Docket;
- Schuylkill County Parcel Identifier Website;
- Schuylkill County Recorder of Deeds Office; and
- Historical Mapping available to us.

As a result of this research, enclosed are the following Exhibits:

1. Reilly Township Road Docket, Pages 6 and 7:

This document dedicates T-567 from SR 0125 to a point in the middle of First Street and Blackwood Avenue in Village or Settlement of Blackwood as of January 4, 1890.

2008 JUN 30 AM 10:00
PA PUD
SECRETARY'S BUREAU

RECEIVED

2. Reilly Township Road Docket, Pages 8 and 9:

This document dedicates T-567 from Newtown to a point in the middle of First Street and Blackwood Avenue in Village or Settlement of Blackwood as of January 4, 1890. This is the portion of T-567 that crosses the railroad tracks; however, there is no reference to or exclusion of the railroad crossing in the meets and bounds description of the road.

3. Reilly Township Road Docket, Pages 10 and 11:

This document vacates T-567 from SR 0125 to the Village of Blackwood as of January 7, 1907.

4. Reilly Township Road Docket, Pages 12, 13 and 14:

This document rededicates T-567 from SR 0125 to the Village of Blackwood as of June 8, 1907.

5. Reilly Township Road Docket, Pages 15, 16, 17, 18 and 19:

This document vacates a 400 foot portion of T-567 from Newtown to the Village of Blackwood as of May 7, 1946. This vacating was due to the collapse of a wooden bridge that crossed Panther Creek. The vacating starts 300 feet east of where T-567 crosses and intersects the railroad tracks, and a distance of 50 feet south of the right-of-way for the Mine Hill Railroad Tracks(now RBM&N)and proceeds south. The document includes an agreement between the Landowner, Blackwood Coal Company, and Reilly Township where Blackwood Coal Company agrees to keep open for public use, a substitute road and bridge for the section of T-567 vacated.

6. Lehigh Valley Coal Company, Map of Blackwood Colliery, Valuation June 30, 1915:

This map shows and identifies both the railroad and highway(T-567). The railroad is identified as "The Tremont Branch Mine Hill and Schuylkill Haven Railroad right-of-way". The map states, "Assumed width 60 ft., right of support not determined. It is assumed for

Mr. Nolan Perin
Page 3 of 3

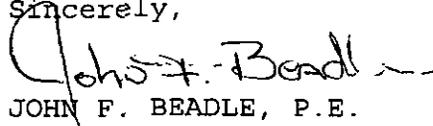
valuation that Lehigh Valley Coal Company is liable for support". The highway is identified as "Highway". The map states, "It is assumed for valuation that Lehigh Valley Coal Company is liable for support. [Can be filled in or shifted(WAC)]".

7. Indenture between Consolidated Rail Corporation (Grantor) and Reading Blue Mountain & Northern Railroad Company (Grantee):

This indenture remises, releases and quitclaims on to the Grantee all right, title and interest of the Grantor's railroad known as the Reading Cluster. As noticed on Page 3 of the indenture, the document does not sell, convey, transfer, include or insure the title to the coal and right of support underneath the surface land conveyed. Also, the parcels listed on the last page do not include the railroad parcels within the Blackwood Property; however, this is the deed referenced for those parcels on the Schuylkill County Parcel Identifier Website.

Finally, research of Historical Deep Mine Maps show that both the road(T-567)and railroad existed circa 1893. Therefore, in response to your request, our research could not determine if the public road existed prior to the railroad or visa-versa. However, this may not be all information that is available at the courthouse or from other sources. In this regard, further research should be performed by a certified title searcher or someone equally qualified. After your review of the information, if you have any questions in this matter, or if I can be of further assistance, please contact me.

Sincerely,


JOHN F. BEADLE, P.E.

JFB/cb

Enclosures

pc: File 92-12-B.33

SCHUYLKILL COUNTY SS.

AT A COURT OF QUARTER SESSIONS OF THE PEACE OF THE COUNTY OF SCHUYLKILL HELD AT POTTSVILLE, IN AND FOR SAID COUNTY, ON THE 18TH DAY OF NOVEMBER A.D. 1889, BEFORE THE JUDGES OF THE SAME COURT, UPON THE PETITION OF SUNDRY INHABITANTS OF THE TOWNSHIPS OF TREMONT AND RIELLY AND THE BOROUGH OF TREMONT, IN SAID COUNTY, SETTING FORTH THAT THEY LABOR UNDER GREAT INCONVENIENCE FOR WANT OF A PUBLIC ROAD LEADING FROM THE BOROUGH OF TREMONT TO THE TOWN OF BLACKWOOD IN REILLY TOWNSHIP, THEREFORE THEY RESPECTFULLY PRAY THE COURT TO APPOINT VIEWERS TO LAY OUT A PUBLIC ROAD LEADING FROM A POINT, AT OR NEAR THE STONE BRIDGE OVER THE SWATARA CREEK IN TREMONT TOWNSHIP, ON THE TREMONT AND PINEGROVE PUBLIC HIGHWAY TO THE TOWN OF BLACKWOOD IN SAID REILLY TOWNSHIP, WHEREUPON THE COURT, UPON CONSIDERATION HAD OF THE PREMISES, DO ORDER AND APPOINT, GEO M. BEADLE, CHARLES BOYER AND J. G. FRICK VIEWERS TO VIEW AND LAY OUT THE SAME ACCORDING TO LAW WHO REPORT JANY 6 A.D. 1890 AS FOLLOWS; TO WIT:-

THAT HAVING ALL BEEN PRESENT AT THE VIEW OF THE GROUND PROPOSED FOR SUCH ROAD, AND HAVING FIRST GIVEN DUE PUBLIC NOTICE, AND ALSO NOTICE TO THE SUPERVISORS AND AUDITORS OF THE TOWNSHIPS OF TREMONT AND REILLY RESPECTIVELY OF THE TIME AND PLACE OF SUCH VIEW, AS REQUIRED BY LAW, A COPY OF WHICH NOTICE WITH PROFF OF SERVICE IS HERETO ATTACHED, AND HAVING ALL BEEN FIRST SEVERALLY SWORN OR AFFIRMED ACCORDING TO LAW, IN PURSUANCE OF SAID ORDER, WE HAVE VIEWED AND LAID OUT, AS IN SAID ORDER DIRECTED, AND DO RETURN FOR PUBLIC USE THE FOLLOWING ROAD, TO WIT:- BEGINNING AT A STONE BRIDGE OVER THE SWATARA CREEK IN TREMONT TOWNSHIP ON THE TREMONT AND PINE GROVE PUBLIC HIGHWAY, THENCE NORTH EIGHTY FOUR DEGREES FORTY MINUTES EAST ELEVEN HUNDRED AND FIFTY FEET, NORTH SEVENTY SEVEN DEGREES THIRTY FIVE MINUTES EAST NINE HUNDRED AND TEN FEET, NORTH EIGHTY ONE DEGREES THIRTY FIVE MINUTES EAST, TWELVE HUNDRED NINETY FEET, NORTH EIGHTY SEVEN DEGREES FORTY FIVE MINUTES EAST TEN HUNDRED AND FIFTEEN FEET, NORTH SEVENTY NINE DEGREES FORTY FIVE MINUTES EAST SIX HUNDRED AND TWENTY FIVE FEET, NORTH SIXTY EIGHT DEGREES EAST SIX HUNDRED FEET, NORTH EIGHTY ONE DEGREES EAST SIXTEEN HUNDRED FEET, NORTH SEVENTY FOUR DEGREES THIRTY MINUTES EAST TWELVE HUNDRED FEET, NORTH EIGHTY DEGREES EAST TWO THOUSAND AND FIFTY FEET TO THE DUNDAS TUNNEL THENCE NORTH SIXTY ONE DEGREES FORTY MINUTES EAST FIFTEEN HUNDRED AND FORTY FEET, NORTH SIXTY FIVE DEGREES TWENTY FIVE MINUTES EAST TEN HUNDRED AND FIFTY FEET, NORTH FIFTY SIX DEGREES FIFTY MINUTES EAST NINETEEN HUNDRED AND EIGHTY FEET, NORTH FORTY EIGHT DEGREES FIFTY MINUTES EAST FIVE HUNDRED AND EIGHTY FEET, NORTH FIFTY SIX DEGREES TWENTY FIVE MINUTES EAST FOURTEEN HUNDRED AND FIFTY FEET, NORTH SIXTY ONE DEGREES FIFTY MINUTES EAST TWELVE HUNDRED AND THIRTY FEET, SOUTH TWENTY THREE DEGREES EAST TWO HUNDRED FEET, NORTH SEVENTY FOUR DEGREES EAST NINE HUNDRED AND TWENTY FEET TO A POINT IN THE MIDDLE OF FIRST STREET AND BLACKWOOD AVENUE IN THE NEW VILLAGE OR SETTLEMENT OF BLACKWOOD IN SAID REILLY TOWNSHIP, A PLOT OR DRAFT WHEREOF IS HEREUNTO ANNEXED, WHICH ROAD SO AS AFORESAID LAID OUT WE ARE OF OPINION IS NECESSARY FOR A PUBLIC ROAD; AND WE FURTHER REPORT, THAT WE HAVE ENDEAVORED TO PROCURE RELEASES OF CLAIMS OF DAMAGES FROM THE OWNERS OF THE LANDS THROUGH WHICH SAID ROAD PASSES, AND HAVING FAILED TO OBTAIN SUCH RELEASES WE PROCEEDED TO ASSESS THE DAMAGES AS THEREIN DIRECTED AND AFTER HAVING CAREFULLY VIEWED THE SAME, AND TAKEN INTO CONSIDERATION THE DAMAGES TO BE SUSTAINED BY THE SAID PHILADELPHIA AND READING COAL AND IRON COMPANY, THE BANNAN ESTATE, AND THE SAID PARDEE AND

7

OTHERS, BY REASON OF THE SAID ROAD PASSING THROUGH THEIR LANDS, AS WELL AS ALSO THE
ADVANTAGE TO BE DERIVED FROM SUCH PASSAGE AND THE PROPABILITY OF THE LAND REVERTING
TO THE SAID OWNERS, WE ARE OF OPINION THAT NO DAMAGES WILL BE SUSTAINED BY THE SAID
OWNERS, AND WE DO ACCORDINGLY ASSESS NO DAMAGES. WITNESS OUR HANDS THIS 21ST DAY OF
DECEMBER A.D. 1889 NOV 18 A.D. 1889 VIEWERS APPOINTED G.M. BEADLE
J.G. FRICK AND VIEWERS
JANY 6 A.D, 1890 REPORT FILED & CONFIRMED NI SI WIDTH OF ROAD FIXED AT 33 FEET
MARCH 3 A.D. 1890 CONFIRMED ABSOLUTELY C.D. BOYER

WHICH REPORT BEING READ IN THE MANNER AND AT THE TIMES PRESCRIBED BY LAW, THE COURT
APPROVE OF AND CONFIRM SAID ROAD FOR PUBLIC USE AND ORDER AND DIRECT THAT IT BE ENTERED
OF RECORD AND SHALL HENCEFORTH BE TAKEN DEEMED AND ALLOWED TO BE A LAWFUL PUBLIC
ROAD OR HIGHWAY AND THE COURT FURTHER DIRECT THAT IT BE ENTERED OPENED AND CLEARED TO
THE WIDTH OF 33 FEET AGREEABLY TO THE COURSES AND DISTANCES AFORESAID OF WHICH THE
SUPERVISORS OF THE TOWNSHIPS AND BOROUGH THROUGH WHICH SAID ROAD PASSES ARE TO TAKE NO-
TICE AND GOVERN THEMSELVES ACCORDINGLY.

BY THE COURT

ENTERED 4-1-90

DANIEL DUFFY CLERK SESSIONS

8
SCHUYLKILL COUNTY SS.

AT A COURT OF QUARTER SESSIONS OF THE PEACE OF THE COUNTY OF SCHUYLKILL, HELD AT POTTSVILLE, IN AND FOR SAID COUNTY, ON THE 11th DAY OF NOVEMBER A.D 1889 BEFORE THE JUDGES OF THE SAME COURT, UPON THE PETITION OF SUNDRY INHABITANTS OF THE TOWNSHIP OF REILLY, IN SAID COUNTY, SETTING FORTH THAT THEY LABOR UNDER GREAT INCONVENIENCE, FOR THE WANT OF A PUBLIC ROAD LEADING FROM A POINT AT OR NEAR THE SWATARA HOTEL KEPT BY CATHARINE ZERBE IN THE TOWN OF NEWTOWN IN SAID TOWNSHIP TO THE NEW VILLAGE OR SETTLEMENT OF BLACKWOOD ALSO IN SAID TOWNSHIP, WHEREUPON THE COURT, UPON CONSIDERATION HAD OF THE PREMISES, DO ORDER AND APPOINT GEORGE M. BEADLE, CHARLES D. BOYER AND JACOB G. FRICK VIEWERS TO VIEW AND LAY OUT THE SAME ACCORDING TO LAW; WHO REPORT JANU 6th 1890 AS FOLLOWS; TO WIT:- THAT HAVING ALL BEEN PRESENT AT THE VIEW OF THE GROUND PROPOSED FOR SUCH ROAD HAVING FIRST GIVEN DUE PUBLIC NOTICE AND ALSO NOTICE TO THE SUPERVISOR AND AUDITORS OF SAID REILLY TOWNSHIP OF THE TIME AND PLACE OF SUCH VIEW A COPY OF WHICH NOTICE WITH PROOF OF SERVICE IS HERETO ATTACHED, AND HAVING ALL BEEN FIRST SEVERALLY SWORN OR AFFIRMED, IN PURSUANCE OF THE SAID ORDER WE HAVE VIEWED AND LAYED OUT AND DO RETURN FOR PUBLIC USE THE FOLLOWING ROAD; TO WIT:-

BEGINNING IN THE PUBLIC ROAD LEADING FROM NEWTOWN TO LLEWELLYN NEAR THE SWATARA HOTEL KEPT BY CATHARINE ZERBE, IN THE TOWN OF NEWTOWN IN SAID REILLY TOWNSHIP, THENCE ALONG SAID PUBLIC ROAD HERETOFORE LAID OUT AND NOW IN PUBLIC USE, EASTWARDLY SIX THOUSAND ONE HUNDRED FEET TO A POINT IN SAID ROAD, TWENTY-TWO FEET WEST OF THE RED AND BLUE PAINTED LINE BETWEEN LANDS OF THE PHILADELPHIA AND READING COAL AND IRON COMPANY AND PARDEE AND OTHERS, THENCE THROUGH THE LANDS OF THE SAID PHILADELPHIA AND READING COAL AND IRON COMPANY, AND PARDEE AND OTHERS (UNIMPROVED) SOUTH FIFTY NINE DEGREES EAST, THREE HUNDRED AND THIRTY FOUR FEET, SOUTH FIFTY AND THREE FOURTHS DEGREES EAST, ONE HUNDRED AND SIXTY SIX FEET, SOUTH FIFTY FOUR AND THREE FOURTHS DEGREES EAST, SEVEN HUNDRED AND FOUR FEET, SOUTH ONE FOURTH DEGREE EAST, THREE HUNDRED AND TWENTY TWO FEET, SOUTH FOURTEEN DEGREES WEST, ONE HUNDRED AND EIGHTY FEET, SOUTH FOUR DEGREES EAST, FIVE HUNDRED AND FIFTY FEET, SOUTH THREE DEGREES WEST, SEVEN HUNDRED AND FIFTY FEET, SOUTH SEVEN DEGREES AND ONE QUARTER EAST, SIX HUNDRED FEET, SOUTH SIXTEEN DEGREES WEST TWO HUNDRED AND EIGHTY FEET, SOUTH FIFTY SIX DEGREES WEST SEVEN HUNDRED AND FIFTY FEET, SOUTH FIFTY NINE DEGREES WEST, SIX HUNDRED FEET, SOUTH THIRTEEN DEGREES EAST SIXTY FEET, NORTH EIGHTY SIX AND ONE FOURTH DEGREES EAST, THREE HUNDRED AND THIRTY FEET, SOUTH TWENTY SEVEN DEGREES AND ONE FOURTH EAST TEN HUNDRED AND SIXTY FEET, NORTH SEVENTY FOUR DEGREES EAST, NINE HUNDRED AND TWENTY FEET TO A POINT IN THE MIDDLE OF FIRST STREET AND BLACKWOOD AVENUE IN THE NEW VILLAGE OR SETTLEMENT OF BLACKWOOD IN SAID REILLY TOWNSHIP. A PLOT OR DRAFT WHEREOF IS HEREUNTO ANNEXED. WHICH ROAD SO AS AFORESAID LAID OUT WE ARE OF OPINION IS NECESSARY FOR A PUBLIC ROAD, AND WE FURTHER REPORT, THAT WE HAVE ENDEAVORED TO PROCURE RELEASES OF CLAIMS OF DAMAGES FROM THE OWNERS OF LANDS THROUGH WHICH SAID ROAD PASSES, AND HAVING FAILED TO OBTAIN SUCH RELEASES WE PROCEEDED TO ASSESS THE DAMAGES AS THERE IN DIRECTED, AND AFTER HAVING CAREFULLY VIEWED THE SAME, AND TAKEN INTO CONSIDERATION THE DAMAGE TO BE SUSTAINED BY THE SAID THE PHILADELPHIA AND READING COAL AND IRON COMPANY AND THE SAID PARDEE AND OTHERS, BY REASON OF THE SAID ROAD PASSING THROUGH THEIR LANDS, AS WELL AS ALSO THE ADVANTAGES TO BE DERIVED FROM SUCH PASSAGE AND

THE PROBABILITY OF THE LAND REVERTING TO THE SAID OWNERS, WE ARE OF OPINION THAT NO DAMAGES WILL BE SUSTAINED, BY THE SAID OWNERS, AND WE DO ACCORDINGLY ASSESS NO DAMAGES.

WITNESS OUR HANDS THIS 20TH DAY OF DECEMBER A.D. 1889

NOV 11TH 1889 VIEWERS. APPOINTED

G.M. BEADLE

JANY 5" 1890 REPORT FILED & CONFIRMED NI SI WIDTH FIXED AT 33 FEET J.G.FRICK AND VIEWERS

MARCH 3" 1890 CONFIRMED ABSOLUTELY

C.D. BOYER

WHICH REPORT BEING READ IN THE MANNER AND AT THE TIMES PRESCRIBED BY LAW, THE COURT APPROVE OF AND CONFIRM SAID ^{ROAD} REPORT FOR PUBLIC USE AND ORDER AND DIRECT THAT IT BE ENTERED OF RECORD AND SHALL HENCEFORTH BE TAKEN DEEMED AND ALLOWED TO BE A LAWFUL PUBLIC ROAD OR HIGHWAY AND THE COURT FURTHER DIRECT THAT IT BE OPENED AND CLEARED OF THE WIDTH OF 33 FEET AGREEABLY TO THE COURSES AND DISTANCES AFORESAID OF THE WHICH THE SUPERVISORS OF THE TOWNSHIPS THROUGH WHICH SAID ROAD PASSES ARE TO TAKE NOTICE AND GOVERN THEMSELVES ACCORDINGLY.

BY THE COURT

ENTERED 1-4-90

DANIEL DUFFY

CLERK SESSIONS

SCHUYLKILL COUNTY, S.S.

AT A COURT OF QUARTER SESSIONS ^{OF THE PEACE} OF THE COUNTY OF SCHUYLKILL, HELD

AT POTTSVILLE, IN AND FOR SAID COUNTY, ON THE THIRD (3) DAY OF DECEMBER A.D. 1906 :
BEFORE THE JUDGES OF THE SAME COURT. UPON THE PETITION OF SUNDRY INHABITANTS OF THE
TOWNSHIPS OF ~~REILLY~~ TREMONT AND REILLY IN SAID COUNTY, SETTING FORTH:-

THAT A CERTAIN

ROAD BEGINNING AT A STONE BRIDGE OVER THE SWATARA CREEK IN TREMONT TOWNSHIP ON THE
TREMONT PUBLIC HIGHWAY, THENCE NORTH EIGHTY FOUR DEGREES FORTY MINUTES EAST ELEVEN
HUNDRED AND FIFTY FEET, NORTH SEVENTY SEVEN DEGREES THIRTY FIVE MINUTES EAST NINE
HUNDRED AND TEN FEET NORTH EIGHTY ONE DEGREES THIRTY FIVE MINUTES EAST TWELVE HUNDRED
AND NINETY FEET, NORTH EIGHTY SEVEN DEGREES FORTY FIVE MINUTES EAST ^{(TEN HUNDRED AND}
FIFTEEN FEET NORTH SEVENTY NINE DEGREES FORTY FIVE MINUTES EAST ^{SIX HUNDRED AND}
TWENTY FIVE FEET, NORTH SIXTY EIGHT DEGREES EAST SIX HUNDRED FEET, NORTH EIGHTY ONE
DEGREES EAST SIXTEEN HUNDRED FEET, NORTH SEVENTY FOUR DEGREES THIRTY MINUTES EAST
TWELVE HUNDRED FEET, NORTH EIGHTY DEGREES EAST TWO THOUSAND AND FIFTY FEET TO THE DUN-
AS TUNNEL, THENCE NORTH SIXTY ONE DEGREES FORTY MINUTES EAST FIFTEEN HUNDRED AND FORTY
FEET, NORTH SIXTY FIVE DEGREES TWENTY FIVE MINUTES EAST TEN HUNDRED AND FIFTY FEET,
NORTH FIFTY, SIX DEGREES FIFTY MINUTES EAST NINETEEN HUNDRED AND EIGHTY FEET, NORTH
FORTY EIGHT DEGREES FIFTY MINUTES EAST FIVE HUNDRED AND EIGHTY FEET NORTH FIFTY SIX DE-
GREES TWENTY FIVE MINUTES EAST FOURTEEN HUNDRED AND FIFTY FEET, NORTH SIXTY ONE DEGREE
FIFTY MINUTES EAST TWELVE HUNDRED AND THIRTY FEET, SOUTH TWENTY THREE DEGREES EAST,
TWO HUNDRED FEET, NORTH SEVENTY FOUR DEGREES EAST NINE HUNDRED AND TWENTY FEET TO A
POINT IN THE MIDDLE OF FIRST STREET AND BLACKWOOD AVENUE IN THE NEW VILLAGE OR SETTLE-
MENT OF BLACKWOOD, IN SAID REILLY TOWNSHIP, HAS BECOME USELESS, INCONVENIENT AND
BURDENSOME TO THE INHABITANTS OF REILLY AND TREMONT TOWNSHIPS AND THEREFORE PRAYING
THE COURT TO APPOINT PROPER PERSONS TO VIEW AND VACATE THE SAME ACCORDING TO LAW;
WHEREUPON THE COURT, UPON CONSIDERATION HAD OF THE PREMISES, DO ORDER AND APPOINT J.W.
GEARY, FRANK J. SHAY AND C.S. HAESELER TO VIEW AND VACATE THE SAME ACCORDING TO LAW
WHO REPORT JANUARY 7TH A.D. 1907 AS FOLLOWS, TO WIT: THAT THE NOTICES REQUIRED BY LAW
WERE DULY GIVEN, THAT IS-----TO SAY TEN DAYS PRIOR NOTICE IN WRITING TO
FRANK FARREL, SUPERVISOR OF TREMONT TOWNSHIP AND CHARLES BRENSINGER, WILHELM RUMPF, AD
AND GEORGE D. HAY, AUDITORS OF TREMONT TOWNSHIP, AND, TO

JOHN STANTON, SUPERVISOR OF REILLY TOWNSHIP, AND JOSEPH HOOGHAN, WILLIAM DORAU AND FREDERICK OSMAN, AUDITORS OF REILLY TOWNSHIP, AND TO P.J. BOYLE, L.J. BROWN AND H.C. GARDNER COUNTY COMMISSIONERS, OF THE TIME AND PLACE AT WHICH THE SAID VIEWERS SHOULD MEET TO DISCHARGE THE DUTIES OF THEIR OPPOINTMENT, AND ALSO NOTICE TO THE LAND OWNERS AND THE PUBLIC OF THE TIME AND PLACE OF SUCH MEETING BY MORE THAN THREE ADVERTISEMENTS PUT UP IN THE MOST PUBLIC PLACES ALONG THE ROAD TO BE VIEWED MORE THAN TEN DAYS BEFORE THE TIME FIXED FOR HOLDING THE VIEW.

THAT WE ALL MET AT THE TIME AND PLACE SPECIFIED IN THE SAID NOTICE TO WIT, ON THE NINETEENTH DAY OF DECEMBER A.D. 1906 AT TEN OCLOCK IN THE FORENOON AT THE MIDDLE OF FIRST STREET AND BLACKWOOD AVENUE, IN THE VILLAGE OF BLACKWOOD IN REILLY TOWNSHIP, SCHUYLKILL COUNTY PENNSYLVANIA HAVING BEEN SEVERALLY SWORN ACCORDING TO LAW BEFORE PROCEEDING TO DISCHARGE OUR DUTIES, AND THAT IN PURSUANCE OF THE SAID ORDER, WE VIEWED THE SITE AND LOCALITY OF THE ROAD PROPOSED TO BE VACATED MAKING A PERSONAL INSPECTION OF THE GROUND, DESIGNATED IN THE PETITION AND ORDER THAT ADJOURNED MEETINGS WERE HELD AT THE TREMONT HOUSE IN THE BOROUGH OF TREMONT, AND AT THE VILLAGE OF NEWTOWN IN REILLY TOWNSHIP, AND AT POTTSVILLE TO HEAR PARTIES INTERESTED.

AND AFTER HAVING HEARD ALL PARTIES INTERESTED FOR AND AGAINST THE VACATION OF THE SAID ROAD. WE ARE OF THE OPINION THAT THE ROAD SHOWN AND DESCRIBED ON THE ANNEXED MAP, BEGINNING AT A POINT ON A PUBLIC ROAD IN TREMONT TOWNSHIP LEADING FROM PINE GROVE TO TREMONT, AT A STONE BRIDGE OVER THE SWATARA CREEK AND ENDING IN THE MIDDLE OF FIRST STREET AND BLACKWOOD AVENUE, IN THE VILLAGE OF BLACKWOOD, REILLY TOWNSHIP SCHUYLKILL COUNTY, PENNSYLVANIA, WE DO AGREE THAT THE ROAD DESCRIBED IS UNNECESSARY, AND THAT THE ROAD SHOULD BE VACATED.

WITNESS OUR HANDS THIS 7TH DAY OF JANUARY 1907. J.W. GEARY

C.S. HAESELER VIEWERS

FRANK SHAY

DECEMBER 30 1906 VIEWERS APPOINTED

JANUARY 7TH 1907 REPORT CONFIRMED NI SI

JANUARY 7TH 1907 EXCEPTIONS FILED.

APRIL 29--1907 RE-VIEWERS APPOINTED.

SCHUYLKILL COUNTY, S.S.

AT A COURT OF QUARTER SESSIONS OF THE PEACE OF THE COUNTY OF SCHUYLKILL, HELD AT POTTSVILLE, AN AND FOR SAID COUNTY, ON THE 29TH DAY OF APRIL A.D. 1907. BEFORE THE JUDGES OF THE SAME COURT, UPON THE PETITION OF SUNDRY INHABITANTS OF THE TOWNSHIP OF REILLY AND TREMONT IN SAID COUNTY SETTING FORTH: THAT A CERTAIN ROAD BEGINNING AT A STONE BRIDGE OVER THE SWATARA CREEK IN TREMONT TOWNSHIP ON THE TREMONT AND PINE GROVE PUBLIC HIGHWAY, THENCE NORTH EIGHTY FOUR DEGREES FORTY MINUTES EAST ELEVEN HUNDRED AND FIFTY FEET, NORTH SEVENTY-SEVEN DEGREES THIRTY FIVE MINUTES EAST TWELVE HUNDRED AND FIFTY FEET, NORTH EIGHTY SEVEN DEGREES FORTY FIVE MINUTES EAST TEN HUNDRED AND FIFTEEN FEET, NORTH SEVENTY-NINE DEGREES FORTY-FIVE MINUTES EAST SIX HUNDRED AND TWENTY FIVE FEET, NORTH SIXTY-EIGHT DEGREES, EAST SIX HUNDRED FEET, NORTH EIGHTY ONE DEGREES EAST SIXTEEN HUNDRED FEET, NORTH SEVENTY FOUR DEGREES THIRTY MINUTES EAST TWELVE HUNDRED FEET, NORTH EIGHTY DEGREES EAST TWO THOUSAND AND FIFTY FEET TO THE DUNDAS TUNNEL, THENCE NORTH SIXTY-ONE DEGREES FORTY MINUTES, EAST FIFTEEN HUNDRED AND FORTY FEET, NORTH SIXTY FIVE DEGREES TWENTY FIVE MINUTES EAST TEN HUNDRED AND FIFTY FEET, NORTH FIFTY SIX DEGREES FIFTY MINUTES EAST NINETEEN HUNDRED AND EIGHTY FEET, NORTH FORTY-EIGHT DEGREES FIFTY MINUTES EAST FIVE HUNDRED AND EIGHTY FEET, NORTH FIFTY-SIX DEGREES TWENTY-FIVE MINUTES EAST FOURTEEN HUNDRED AND FIFTY FEET, NORTH SIXTY-ONE DEGREES FIFTY MINUTES, EAST TWELVE HUNDRED AND THIRTY FEET, SOUTH TWENTY-THREE DEGREES EAST TWO HUNDRED FEET, NORTH SEVENTY FOUR DEGREES EAST NINE HUNDRED AND TWENTY FEET TO A POINT IN THE MIDDLE FIRST STREET AND BLACKWOOD AVENUE IN THE NEW VILLAGE OR SETTLEMENT OF BLACKWOOD IN SAID REILLY TOWNSHIP WAS REPORTED TO COURT BY VIEWERS J.W. GEARY, FRANK J. SHAY AND C.S. HAESELER AS UNNECESSARY AND THAT IT SHOULD BE VACATED: WHEREUPON THE COURT, UPON CONSIDERATION HAD OF THE PREMISES, DO ORDER AND APPOINT L. F. MC DONOUGH, EDWARD HUMMEL AND WILLIAM E. FULMER REVIEWERS, FOR PURPOSES WITHIN PRAYED FOR, SAID RE-VIEWERS REPORT JUNE 17TH 1907 AS FOLLOWS TO WIT:-

WE, THE UNDERSIGNED VIEWERS, NAMED IN THE WITHIN ORDER, RESPECTFULLY REPORT, THAT THE NOTICES REQUIRED BY LAW WERE DULY GIVEN, THAT IS TO SAY MORE THAN TEN DAYS PRIOR NOTICE IN WRITING TO JOHN ROGER, SUPERVISOR OF TREMONT TOWNSHIP, AND DAVID LENGEL, WILHELM RUMPF, AND CHARLES BRENSINGER, AUDITORS OF TREMONT TOWNSHIP, AND TO JAMES KILRAIN, SUPERVISOR OF REILLY TOWNSHIP, AND TO JOSEPH H. HOLAHAN, WILLIAM J. DORAN, AND THOMAS GAUNTLETT, AUDITORS OF REILLY

TOWNSHIP, AND TO P.J. BOYLE, L.J. BROWN AND H.C. GARDNER, COMMISSIONERS, OF THE TIME AND PLACE AT WHICH THE SAID VIEWERS SHOULD MEET TO DISCHARGE THE DUTIES OF THEIR APPOINTMENT, AND ALSO NOTICE TO THE LAND OWNERS AND THE PUBLIC OF THE TIME AND PLACE OF SUCH MEETING BY MORE THAN ^{THREE} ~~THE~~ NOTICES PUT UP IN THE MOST PUBLIC PLACES ALONG THE ROAD TO BE RE-VIEWED MORE THAN TEN DAYS BEFORE THE TIME FIXED FOR HOLDING THE RE-VIEW.

THAT WE ALL MET AT THE TIME AND PLACE SPECIFIED IN SAID NOTICE TO-WIT, ON THE 8TH DAY OF JUNE 1907, AT TEN OCLOCK IN THE FORENOON AT THE BEGINNING OF SAID ROAD IN TREMONT TOWNSHIP, SCHUYLKILL COUNTY, PENNSYLVANIA HAVING FIRST BEEN SEVERALLY SWORN ACCORDING TO LAW BEFORE PROCEEDING TO DISCHARGE OUR DUTIES; AND THAT IN PURSUANCE OF THE SAID ORDER, WE RE-VIEWED THE SITE AND LOCALITY OF THE SAID ROAD, AFTERWARDS HAD A MEETING AT THE PUBLIC HOUSE OF ELLSWORTH MINNICH, IN THE BOROUGH OF TREMONT, TO HEAR WHAT PARTIES INTERESTED PRO, OR CON HAD TO SAY.

AFTER HAVING, RE-VIEWED THE ROAD AFORESAID, AND HAVING HEARD WHAT PARTIES INTERESTED IN SAID ROAD HAD TO SAY, WE ARE OF THE OPINION THAT THE SAID PUBLIC ROAD DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A STONE BRIDGE OVER THE SWATARA CREEK IN TREMONT TOWNSHIP ON THE TREMONT AND PINE GROVE PUBLIC HIGHWAY, THENCE NORTH EIGHTY-FOUR DEGREES FORTY MINUTES EAST ELEVEN HUNDRED AND FIFTY FEET, NORTH SEVENTY-SEVEN DEGREES THIRTY-FIVE MINUTES EAST NINE HUNDRED AND TEN FEET NORTH EIGHTY-ONE DEGREES THIRTY FIVE MINUTES EAST TWELVE HUNDRED AND NINETY FEET, NORTH EIGHTY-SEVEN DEGREES FORTY-FIVE MINUTES TEN HUNDRED AND FIFTEEN FEET, NORTH SEVENTY NINE DEGREES FORTY-FIVE MINUTES EAST SIX HUNDRED AND TWENTY-FIVE FEET, NORTH SIXTY EIGHT DEGREES EAST SIX HUNDRED FEET, NORTH EIGHTY-ONE DEGREES EAST SIXTEEN HUNDRED FEET, NORTH SEVENTY-FOUR DEGREES THIRTY MINUTES EAST TWELVE HUNDRED FEET, NORTH EIGHTY DEGREES EAST TWO THOUSAND AND FIFTY FEET TO DUNDAS TUNNEL, THENCE NORTH SIXTY-ONE DEGREES FORTY MINUTES EAST FIFTEEN HUNDRED AND FORTY FEET, NORTH SIXTY FIVE DEGREES TWENTY FIVE MINUTES EAST TEN HUNDRED AND FIFTY FEET, NORTH FIFTY SIX DEGREES FIFTY MINUTES EAST NINETEEN HUNDRED AND EIGHTY FEET, NORTH FORTY-EIGHT DEGREES FIFTY MINUTES EAST FIVE HUNDRED AND EIGHTY FEET, NORTH FIFTY SIX DEGREES TWENTY FIVE MINUTES EAST FOURTEEN HUNDRED AND FIFTY FEET, NORTH SIXTY-ONE DEGREES FIFTY MINUTES EAST TWELVE HUNDRED AND THIRTY FEET SOUTH TWENTY-THREE DEGREES EAST TWO HUNDRED FEET, NORTH SEVENTY-FOUR DEGREES EAST NINE HUNDRED AND TWENTY FEET, TO A POINT IN THE MIDDLE OF FIRST STREET AND BLACKWOOD AVENUE

IN THE VILLAGE OF BLACKWOOD IN REILLY TOWNSHIP, THAT THE SAID ROAD AS LAID OUT AND DESCRIBED IS NECESSARY FOR A PUBLIC HIGHWAY AND SHOULD NOT BE VACATED.

WITNESS OUR HANDS THIS 8TH DAY OF JUNE A.D. 1907

APRIL 29TH 1907 RE-VIEWERS APPOINTED L.F. MC DONOUGH

MAY 6TH 1907 ORDER CONFIRMED EDW HUMMEL RE VIEWERS

JUNE 17TH 1907 REPORT CONFIRMED NISI WM E. FULMER

SEPTEMBER 2D 1907 REPORT CONFIRMED ABSOLUTELY

Draft of a public road to be vacated, in Reilly & Tremont of Schuylkill County Pa, beginning at a point on Tremont & Pinegr and ending at First Street & Blackwood Avenue, in the Village

Scale 400' = 1"

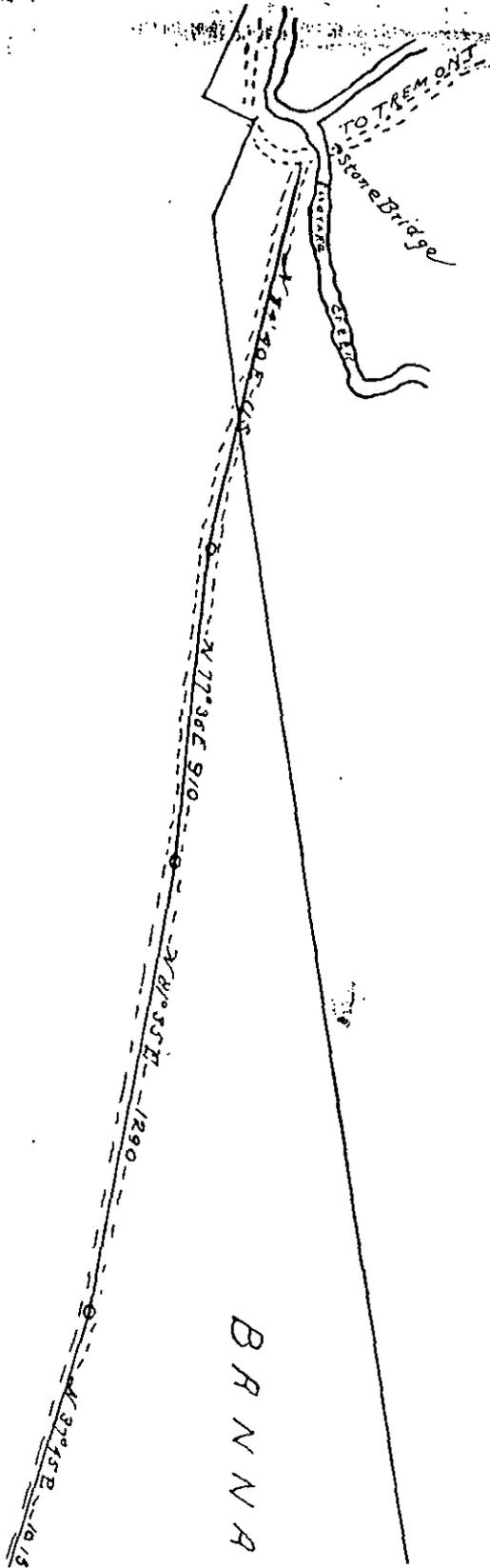
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TREMONT TO



P & R C & I Co.

NO. 1, MARCH TERM, 1946

IN THE COURT OF QUARTER SESSIONS IN AND FOR THE COUNTY OF SCHUYLKILL.

RE: PETITION OF SUPERVISORS :
OF REILLY TOWNSHIP, :
COUNTY OF SCHUYLKILL AND : NO. 1
STATE OF PENNSYLVANIA FOR :
THE VACATION OF A PORTION : MARCH TERM, 1946
OF ROAD IN THE VILLAGE OF :
BLACKWOOD :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE PETITION OF THE UNDERSIGNED, THE SUPERVISORS OF THE TOWNSHIP OF REILLY RESPECTFULLY REPRESENTS:-

1. THAT A PUBLIC ROAD HAD BEEN LAID OUT ON NOVEMBER 11, 1889 JOINING THE VILLAGE OF BLACKWOOD WITH A PUBLIC HIGHWAY KNOWN AS THE BACK ROAD FROM THE VILLAGE OF LLEWELLYN TO THE VILLAGE OF NEWTOWN BY YOUR HONORABLE COURT. SAID PROCEEDINGS ARE OF RECORD IN THE OFFICE OF THE CLERK OF COURTS ON PAGE EIGHT OF THE ROAD DOCKET FOR REILLY TOWNSHIP.

2. THAT AT A POINT IN SAID ROAD IMMEDIATELY SOUTH OF THE INTERSECTION OF SAID ROAD WITH THE RAILROAD TRACKS OF THE READING COMPANY, A WOODEN BRIDGE HAS BEEN TOTALLY DESTROYED AND SHOULD BE REBUILT FOR THE PURPOSE OF PUBLIC USE.

3. THE COST OF RECONSTRUCTION WOULD BE PROHIBITIVE AND EXCEEDINGLY BURDENSOME UPON THE TAXPAYERS OF THE TOWNSHIP OF REILLY.

4. THE RECONSTRUCTION OF SAID BRIDGE AND THE FUTURE USE OF A PORTION OF SAID ROAD IN AND ABOUT THE BRIDGE WOULD NOT SERVE THE PUBLIC FOR THE REASON THAT THE VILLAGE OF BLACKWOOD HAS BEEN COMPLETELY ELIMINATED. THE HOUSES LOCATED THEREIN HAVE BEEN DISMANTLED AND ALL OF THE PERSONS HAVE REMOVED THEREFROM MANY YEARS AGO.

5. THAT THE ROAD PROPOSED TO BE VACATED IS DESCRIBED AS FOLLOWS:-

ALL THAT CERTAIN LOT OR PIECE OF LAND LOCATED IN THE VILLAGE OF BLACKWOOD, REILLY TOWNSHIP, SCHUYLKILL COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:-

BEGINNING AT A POINT APPROXIMATELY THREE HUNDRED (300) FEET EAST OF THE POINT WHERE A CERTAIN PUBLIC ROAD CROSSES AND INTERSECTS WITH THE RAILROAD TRACKS OF THE MINE HILL RAILROAD AT A DISTANCE OF FIFTY (50) FEET SOUTH OF THE SOUTHERN EDGE OF THE RIGHT OF WAY OF THE MINE HILL RAILROAD TRACKS; THENCE SOUTH TWENTY-SEVEN AND ONE-QUARTER ($27\frac{1}{4}$) DEGREES EAST FOUR HUNDRED (400) FEET TO A POINT, OF THE WIDTH OF THIRTY-THREE (33) FEET THROUGHOUT.

WHEREFORE, YOUR PETITIONERS PRAY YOUR HONORABLE COURT TO APPOINT A BOARD OF VIEWERS TO INQUIRE INTO THE EXPEDIENCY OF VACATING A PORTION OF THE ROAD AS HEREIN DESCRIBED AND OTHERWISE TO PROCEED IN ACCORDANCE WITH THE ACT OF ASSEMBLY IN SUCH CASE MADE AND PROVIDED.

MICHAEL MC GUIRE

JOHN KILRAIN

SUPERVISORS OF THE TOWNSHIP OF REILLY.

COMMONWEALTH OF PENNSYLVANIA :
 COUNTY OF SCHUYLKILL : SS.

MICHAEL MC GUIRE BEING DULY SWORN ACCORDING TO LAW, DEPOSES
 AND SAYS THAT THE FACTS SET FORTH IN THE FOREGOING PETITION ARE TRUE AND CORRECT.

MICHAEL MC GUIRE

SWORN AND SUBSCRIBED TO BEFORE ME THIS
 20TH DAY OF FEBRUARY, A.D. 1946.
 (OFF. SEAL) JOHN RINALDO
 NOTARY PUBLIC MY COMMISSION EXPIRES
 AT THE END OF THE NEXT SESSION OF THE SENATE.

ORDER OF COURT

AND NOW, THIS 25 DAY OF FEBRUARY, 1946, UPON PRESENTATION AND CONSIDERATION
 OF THE FOREGOING PETITION AND UPON MOTION OF LEON N. HANDELL, ATTORNEY FOR THE PETITIO-
 NERS, THE COURT HEREBY APPOINTS F.V. FILBERT HARRY PORTZ, AND SIMON MECK TO VIEW THE
 ROAD IN THE SAID PETITION PRAYED TO BE VACATED, TO JUDGE WHETHER SAID ROAD HAS BECOME
 BURDENSOME AND INCONVENIENT AND TO MAKE REPORT OF THE SAME ACCORDING TO LAW.

BY THE COURT

DALTON J.

OATH OF VIEWERS ATTACHED.
 PROOF OF POSTING AND SERVICE OF NOTICE OF VIEW ATTACHED.
 NOTICE OF VIEW ATTACHED.
 MAP OR PLANS ATTACHED.

AGREEMENT.

THIS AGREEMENT, MADE THIS 16TH DAY OF MARCH, 1946, BY AND BETWEEN THE BLACKWOOD
 COAL COMPANY, A CORPORATION, OF THE ONE PART, AND THE SUPERVISORS OF THE TOWNSHIP OF
 REILLY, COUNTY OF SCHUYLKILL AND STATE OF PENNSYLVANIA.

WHEREAS, THE SUPERVISORS OF THE TOWNSHIP OF REILLY ARE NOW ABANDONING A CERTAIN
 ROAD IN THE VILLAGE OF BLACKWOOD IN THE TOWNSHIP OF REILLY, BEING FOUR HUNDRED (400)
 FEET IN LENGTH, AND,

WHEREAS, IT IS THE INTENTION OF THE PARTIES HERETO THAT A SUBSTITUTE ROAD NOW
 BEING USED, CONTINUE TO EXIST.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

IN CONSIDERATION OF THE SUM OF ONE DOLLAR (1.00) AND OF THE FOREGOING, THE BLACK-
 WOOD COAL COMPANY, FOR ITSELF ITS SUCCESSORS AND ASSIGNS, HEREBY AGREES THAT THE ABOVE
 MENTIONED SUBSTITUTE ROAD SHALL CONTINUE TO EXIST FOR PURPOSES OF TRAVEL AND THAT IT
 WILL NOT BE CLOSED AT ANY TIME IN THE FUTURE.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE DULY
 EXECUTED THE DAY AND YEAR FIRST ABOVE MENTIONED.

BLACKWOOD COAL COMPANY.

JOHN RADZIEND
 PRESIDENT AND TREASURER.

IN THE COURT OF QUARTER SESSIONS OF SCHUYLKILL COUNTY

IN RE: PETITION OF SUPERVISORS OF REILLY TOWNSHIP, COUNTY OF SCHUYLKILL AND STATE OF PENNSYLVANIA FOR THE VACATION OF A PORTION OF ROAD IN THE VILLAGE OF BLACKWOOD.

NO. 1 - MARCH TERM 1946

REPORT OF VIEWERS

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

THE PETITION OF THE SUPERVISORS OF REILLY TOWNSHIP, SAID COUNTY AND STATE FOR THE APPOINTMENT OF VIEWERS TO VACATE A CERTAIN PORTION OF A PUBLIC ROAD LAID OUT TO JOIN WHAT WAS THEN THE VILLAGE OF LLE WELLYN TO THE VILLAGE OF NEWTOWN, IN SAID COUNTY WAS DULY PRESENTED TO YOUR HONORABLE COURT ON FEBRUARY 25, 1946.

THAT IN ANSWER TO THE PRAYER OF SAID PETITION, THE UNDERSIGNED VIEWERS WERE DULY APPOINTED BY THE COURT ON THE SAME DATE.

AFTER DUE NOTICE OF THE TIME AND PLACE OF VIEW OF SAID PREMISES TO SAID SUPERVISORS, AND TO THE PUBLIC BY POSTING THREE OR MORE NOTICES OF SAID VIEW ON THE PREMISES PROPOSED TO BE VACATED, ALL MORE THAN TEN DAYS PREVIOUS THERETO, AND AFTER BEING DULY SWORN ACCORDING TO LAW, THE UNDERSIGNED VIEWERS MET UPON AND VIEWED SAID PREMISES ON MARCH 11, 1946 AT 10:00 O'CLOCK A.M.

THERE WERE PRESENT AT SAID VIEW, MICHAEL J. MC GUIRE, AND JOHN KILRAIN, TWO OF THE SUPERVISORS OF SAID TOWNSHIP AND WALTER SIDORIAK, ESQ. REPRESENTING THE BLACKWOOD COAL COMPANY.

THERE WAS A HEARING AT THE COURT HOUSE BEFORE SAID VIEWERS ON MARCH 19, 1946, AT WHICH TIME MICHAEL J. MC GUIRE, ONE OF SAID SUPERVISORS AND WALTER SIDORIAK, ESQ. REPRESENTING SAID BLACKWOOD COAL COMPANY, TESTIFIED AS TO THE PURPOSE AND NECESSITY OF SAID PROPOSED VACATION. AT THE HEARING MR. SIDORIAK, ESQ. ON BEHALF OF BLACKWOOD COAL COMPANY ASSURED THE BOARD OF VIEWERS THAT IF THE PORTION OF ROAD ASKED TO BE VACATED IS ACTUALLY VACATED, THAT A SUBSTITUTE PRIVATE ROAD CONNECTION, OPEN TO THE PUBLIC AT ALL TIMES, WOULD BE MAINTAINED BY THE SAID COMPANY AND ITS SUCCESSORS AND ASSIGNS. THIS HAS BEEN RATIFIED BY AN AGREEMENT MADE WITH SAID SUPERVISORS BY SAID BLACKWOOD COAL COMPANY, ATTACHED HERETO AND MADE A PART HEREOF.

AT THIS HEARING, LEON N. MANDELL, ESQ. APPEARED FOR SAID PETITIONERS. NO ONE APPEARED CONTRA.

WE FIND THE PROCEEDINGS REGULAR AND IN ACCORDANCE WITH THE RULES OF COURT AND ACTS OF ASSEMBLY IN SUCH CASES MADE AND PROVIDED.

VIEWERS WOULD QUESTION THEIR RIGHT TO RECOMMEND THE REQUESTED VACATION, INASMUCH AS IT WOULD MAKE A BREAK IN A REGULARLY LAID OUT PUBLIC ROAD.

IN VIEW OF THE FACT THAT THE SUPERVISORS ALLEGE THAT THE RECONSTRUCTION OF THE OLD BRIDGE WOULD ENTAIL AN EXPENSE GREATER THAN THEY COULD MEET, WITH THE TOWNSHIP FUNDS AVAILABLE, AND THAT THERE MUST BE A BRIDGE AT OR NEAR THE PLACE OF THE BROKEN DOWN BRIDGE, ESPECIALLY FOR THE USE OF SAID COAL COMPANY, AND ALSO IN VIEW OF THE FACT THAT SAID COMPANY HAS AGREED BY AN AGREEMENT HERETO ATTACHED AND ALSO BY THE TESTIMONY OF WALTER SIDORIAK, ESQ. AT THE HEARING THAT SAID CONNECTING LINK OR SUBSTITUTE ROAD SHALL ALWAYS BE OPEN TO THE PUBLIC, WE FEEL THAT THE RIGHTS OF THE PUBLIC WILL NOT BE JEOPARDIZED BY RECOMMENDING SAID VACATION.

WE, THEREFORE, RECOMMEND THE VACATION OF THAT PORTION OF WHAT IS DESIGNATED IN THE PETITION FOR VACATION AS A PUBLIC ROAD JOINING THE VILLAGE OF BLACKWOOD WITH A PUBLIC HIGHWAY KNOWN AS THE BACK ROAD FROM THE VILLAGE OF LLEWELLYN TO THE VILLAGE OF NEWTOWN SPECIFICALLY DESCRIBED IN THE PETITION AS FOLLOWS, TO WIT:

" ALL THAT CERTAIN LOT OR PIECE OF LAND LOCATED IN THE VILLAGE OF BLACKWOOD, REILLY TOWNSHIP, SCHUYLKILL COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:-

BEGINNING AT A POINT APPROXIMATELY THREE HUNDRED THIRTY (330) FEET EAST OF THE POINT WHERE A CERTAIN PUBLIC ROAD CROSSES AND INTERSECTS WITH THE RAILROAD TRACKS OF THE HINE HILL RAILROAD AT A DISTANCE OF FIFTY (50) FEET SOUTH OF THE SOUTHERN EDGE OF THE RIGHT OF WAY OF THE HINE HILL RAILROAD TRACKS; THENCE SOUTH TWENTY-SEVEN AND ONE-QUARTER ($27\frac{1}{4}$) DEGREES EAST OVER THE WOODEN BRIDGE FOR A DISTANCE OF FOUR HUNDRED (400) FEET TO A POINT, OF THE WIDTH OF THIRTY-THREE (33) FEET THROUGHOUT".

ATTACHED HERETO AND MADE A PART HEREOF IS THE PETITION FOR APPOINTMENT OF VIEWER AND ORDER OF COURT THEREON, OATH OF VIEWERS, AFFIDAVIT OF SERVING AND POSTING OF NOTICES, COPY OF NOTICE OF VIEW, TESTIMONY OF WITNESSES AND SKETCH OF THE PORTION OF ROAD TO BE VACATED AS MADE BY HARRY K. PORTZ, C.E. ENGINEER FOR BOARD OF VIEWERS AND AGREEMENT OF BLACKWOOD COAL COMPANY WITH THE SUPERVISORS OF REILLY TOWNSHIP.

WITNESS OUR HANDS THIS 30TH DAY OF MARCH A.D. 1946.

RESPECTFULLY SUBMITTED:

F.V. FILBERT

HARRY K. PORTZ

SIMON MECK

VIEWERS.

AND NOW, APRIL 5, 1946, ON MOTION OF F.V. FILBERT, ESQ. THE WITHIN REPORT OF VIEWERS IS CONFIRMED NISI, AND DIRECTED TO BE FILED.

BY THE COURT

DALTON J.

AND NOW, MAY 7TH, 1946, NO EXCEPTIONS HAVING BEEN FILED NOR APPEAL TAKEN UPON MOTION OF WALTER SIDORIAK, THE WITHIN REPORT IS CONFIRMED ABSOLUTE.

BY THE COURT, PALMER P.J.

ORDER OF COURT

AND NOW, TO WIT: MAY 7, 1946, IT IS ORDERED AND DECREED, UPON RECOMMENDATION OF THE BOARD OF VIEWERS, THAT THE FOLLOWING ROAD BE AND IS HEREBY VACATED.

ALL THAT CERTAIN LOT OR PIECE OF LAND LOCATED IN THE VILLAGE OF BLACKWOOD, REILLY TOWNSHIP, SCHUYLKILL COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT APPROXIMATELY THREE HUNDRED THIRTY (330) FEET EAST OF THE POINT WHERE A CERTAIN PUBLIC ROAD CROSSES AND INTERSECTS WITH THE RAILROAD TRACKS OF THE MINE HILL RAILROAD AT A DISTANCE OF FIFTY (50) FEET SOUTH OF THE SOUTHERN EDGE OF THE RIGHT-OF-WAY OF THE MINE HILL RAILROAD TRACKS; THENCE SOUTH TWENTY-SEVEN AND ONE QUARTER ($27\frac{1}{4}$) DEGREES EAST OVER THE WOODEN BRIDGE FOR A DISTANCE OF FOUR HUNDRED (400) FEET TO A POINT; OF THE WIDTH OF THIRTY-THREE (33) FEET THROUGHOUT.

BY THE COURT

PALMER P.J.

J.

CERTIFIED COPY TO HIGHWAY DEPT. 5/8/46

STATE OF PENNSYLVANIA
LIST OF ALL HIGHWAY-RAIL CROSSINGS

Blackwood Ex 7
JUN 09 2008
C-20078020 Hg-x

IN THE COUNTY OF SCHUYLKILL

CROSSING	TYPE	WD	ST	CNTY	RR	COUNTY	LOC.	CITY	STREET	DIVISION	SUBDIVISION	BRANCH	MILEPO
591955H	21		PA	107	RBMN	SCHUYLKILL	NEAR	CUMBOLA	GINTHER COAL CO			MIDDLEPORT B	3.
591957W	21		PA	107	RBMN	SCHUYLKILL	NEAR	CUMBOLA	DOBIES			MIDDLEPORT B	4.
591958D	31	7	PA	107	RBMN	SCHUYLKILL	IN	NEW PHILADELPHI	WATER STREET			MIDDLEPORT B	5.
591997U	31	7	PA	107	RBMN	SCHUYLKILL	IN	PORT CARBON	NEWBOLD ST.			MIDDLEPORT B	2.
592004K	31	7	PA	107	RBMN	SCHUYLKILL	NEAR	TREMONT	POTTSVILLE ROAD	HARRISBURG		TREMONT	14.
592007F	31	4	PA	107	RBMN	SCHUYLKILL	NEAR	TREMONT	BLACKWOOD	HARRISBURG		TREMONT	10.
592010N	31	4	PA	107	RBMN	SCHUYLKILL	NEAR	POTTSVILLE	SILVERTON	HARRISBURG		TREMONT	7.
592505P	31	4	PA	107	RBMN	SCHUYLKILL	IN	AUBURN	BANKES			MAIN LINE	82.
592507D	21		PA	107	RBMN	SCHUYLKILL	IN	LANDINGVILLE	LANDINGVILLE			MAIN LINE	85.
592508K	31	8	PA	107	RBMN	SCHUYLKILL	IN	LANDINGVILLE				MAIN LINE	86.
592509S	23		PA	107	RBMN	SCHUYLKILL	NEAR	SCHUYLKILL HAVE				MAIN LINE	87.
592510L	31	8	PA	107	RBMN	SCHUYLKILL	IN	SCHUYLKILL HAVE	WILLIAM STREET			MAIN LINE	88.
592511T	31	6	PA	107	RBMN	SCHUYLKILL	NEAR	SCHUYLKILL HAVE	COLUMBIA STREET			MAIN LINE	88.
592512A	31	8	PA	107	RBMN	SCHUYLKILL	IN	SCHUYLKILL HAVE	MAIN STREET			MAIN LINE	89.
592513G	31	8	PA	107	RBMN	SCHUYLKILL	IN	SCHUYLKILL HAVE	UNION STREET			MAIN LINE	88.
592514N	31	4	PA	107	RBMN	SCHUYLKILL	IN	CRESSONA	OLD MILL ROAD			MAIN LINE	89.

*Type 31
Public at-grade*

SECRETARY'S BUREAU
PA PUC

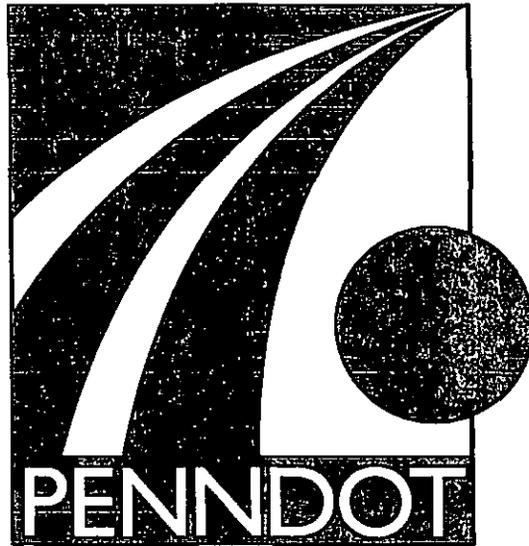
2008 JUN 30 AM 10:00

RECEIVED

* THIS DATA WAS PRODUCED BY THE FEDERAL RAILROAD ADMINISTRATION
* DATA IS CURRENT WITH INVENTORY UPDATE INFORMATION SUPPLIED BY JUNE 30, 1995

Reading CE Ex 2
JUN 09 2008
C-20078020
Hlg -DK

POSTING & BONDING PROCEDURES
FOR
MUNICIPAL HIGHWAYS



PA PUC
SECRETARY'S BUREAU

RECEIVED

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Introduction

Over the years, heavy trucks have damaged many of Pennsylvania's highways, particularly the older, secondary roads which were not designed or built to accommodate today's heavy loads.

To alleviate this problem, the Pennsylvania Department of Transportation established uniform posting and bonding policies to protect highways from excessive damage. According to Section 4902(f) of the Vehicle Code, municipalities which post and bond highways shall adhere to Department regulations.

This booklet was created to ensure that municipalities follow the correct procedures for posting and bonding. It includes a copy of Section 4902 of the Motor Vehicle Code, a summary of Chapter 189 of Department regulations on posting and bonding, and details on proper posting and bonding procedures along with a sample bonding agreement (hereafter referred to as an excess maintenance agreement), a permit, a certificate of insurance, and examples of several acceptable types of security.

TITLE 75
MOTOR VEHICLE CODE
SECTION 4902

Section 4902 — Restrictions on use of highways and bridges.

(a) **Restrictions based on condition of highway or bridge.** — The commonwealth and local authorities, with respect to highways and bridges under their jurisdictions, may prohibit the operation of vehicles and may impose restrictions as to the weight or size of vehicles operated upon a highway or bridge whenever they determine that the highway or bridge may be damaged or destroyed unless use by vehicles is prohibited or the permissible size or weight of vehicles is reduced.

School buses, emergency vehicles and vehicles making local deliveries or pickups may be exempted from restrictions on the use of highways imposed under this subsection.

(b) **Restrictions based on traffic conditions.** — The commonwealth and local authorities, with respect to highways and bridges under their jurisdictions, may prohibit the operation of vehicles and may impose restrictions as to the weight or size of vehicles operated upon a highway or bridge whenever they determine that hazardous traffic conditions or other safety factors require such a prohibition or restriction.

School buses, emergency vehicles and vehicles making local deliveries or pickups may be exempted from restrictions on the use of highways imposed under this subsection.

(c) **Permits and security.** — The commonwealth and local authorities may issue permits for movement of vehicles of size and weight in excess of restrictions promulgated under subsections (a) and (b) with respect to highways and bridges under their jurisdiction and may require such undertaking or security as they deem necessary to cover the cost of repairs and restoration necessitated by the permitted movement of vehicles.

(d) **Designation of alternate routes.** — In conjunction with the exercise of the powers set forth in subsections (a) and (b), the commonwealth may designate alternate routes for vehicles in excess of specified weights or sizes. Such alternate routes may use portions of the Pennsylvania Turnpike.

(e) **Erection of signs.** — The commonwealth and local authorities shall erect or cause to be erected and maintained restriction signs designating the restrictions at each end of a bridge or portion of highway restricted as provided in subsections (a) or (b).

In the case of a restriction on a bridge or on a highway which does not begin or end at an intersection with an unrestricted highway, the commonwealth or local authorities shall also place an advance informational sign at the intersection nearest each end of the restricted bridge or portion of highway which would allow drivers to avoid the restricted bridge or portion of highway.

No person shall be convicted of violating subsections (a) or (b) unless the restriction sign designating the restricted bridge or portion of highway to traffic moving in the direction the person was driving was posted as required in this subsection. However, failure to post the restriction sign designating the restricted bridge or portion of highway to traffic moving in the opposite direction or failure to post any advance informational sign shall not constitute a defense to a violation of this section.

(f) **Actions to be in accordance with department regulations.** — All actions taken under authority of this section shall be taken in accordance with department regulations.

(g) **Penalty.** —

1) Any person operating a vehicle or combination upon a highway or bridge in violation of a prohibition or restriction imposed under subsection (a) is guilty of a summary offense and shall, upon conviction, be sentenced to pay a fine of \$75, except that any person convicted of operating a vehicle with a gross weight in excess of a posted weight shall, upon conviction, be sentenced to pay a fine of \$150 plus \$150 for each 500 pounds, or part thereof, in excess of 3,000 pounds over the maximum allowable weight.

2) Any person operating a vehicle or combination in violation of a prohibition or restriction imposed under subsection (b) is guilty of a summary offense and shall, upon conviction, be sentenced to pay a fine of not less than \$25 and not more than \$100.

ROAD BONDING REGULATIONS

Hauling in Excess of Posted Weight Limit on Highways

Chapter 189

Section 189.1. Scope; Authority.

(a) This chapter regulates the use of highways posted with weight restrictions authorized under Section 4902 of the Vehicle Code, Title 75 of the Pennsylvania Consolidated Statutes, by vehicles and combinations having a gross weight in excess of the posted weight limit, and applies to both state highways and highways under the jurisdiction of local authorities.

(b) This chapter is promulgated under the authority of Sections 4902 and 6103 of the Vehicle Code.

(c) The provisions of this chapter apply to bridges located on posted highways but do not apply to bridges posted independently of highways.

Section 189.2. Definitions.

The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise:

→ **Excess maintenance** — Maintenance or restoration or both (but not betterment) of a posted highway in excess of normal maintenance, caused by use of over-posted-weight vehicles.

Local traffic — The following shall be regarded as local traffic for the purposes of Section 189.3. of this title (relating to local traffic):

- 1) emergency vehicles;
- 2) school buses;
- 3) vehicles and combinations of governmental agencies and utilities or their contractors engaged in construction or maintenance on a posted highway or in a location which can be reached only via a posted highway; and
- 4) vehicles and combinations going to or coming from a residence, commercial establishment, or farm located on a posted highway or which can be reached only via a posted highway.

Normal maintenance — The usual and typical activities necessary to maintain the roadway, shoulders, and drainage facilities in the state of repair existing at the date of the inspection prescribed in Section 189.4(f)(1) of this title (relating to use under permit).

Over-posted-weight vehicle — A vehicle or combination having a gross weight in excess of a posted weight limit.

Posted highway — A highway having a posted weight limit.

Posted weight limit — A restricted weight limit posted on a highway under authority of Section 4902 of the Vehicle Code.

Posting authority — The department, as to state-designated highways, and local authorities, as to all other streets and highways.

Section 189.3. Local traffic.

(a) **General rule.** Over-posted-weight local traffic may exceed posted weight limits unless the posting authority determines that an over-posted-weight vehicle or vehicles being driven to or from a particular destination or destinations are likely to damage the highway.

(b) **Vehicles determined likely to damage highway.** If the posting authority determines that one or more over-posted-weight vehicles are likely to damage the highway, the posting authority will so notify the registrants of the over-posted-weight vehicles or owners of the destination or destinations, or both, and will also notify state and local police. After two business days following delivery of the notice, or after five days following mailing of the notice, such over-posted-weight vehicles shall not exceed the posted weight limits except in accordance with the provisions of Section 189.4 of this title (relating to use under permit).

(c) **Proof of local traffic status.** The following types of documents will constitute evidence that a vehicle is local traffic:

- (1) A bill of lading, shipping order, or similar document which shows a destination on the posted highway.
- (2) Certification by the permittee or an official of a permittee company on the company letterhead describing the local traffic nature of the activity which the vehicle is engaged in.

Section 189.4. Use under permit.

(a) **General rule.** No over-posted-weight vehicle, except local traffic authorized under Section 189.3(a) of this title (relating to local traffic), shall be driven on a posted

highway with a gross weight in excess of the posted weight limit unless the posting authority has issued a permit for the vehicle or vehicles in accordance with this section.

(b) **Types of permits.** Types of permits shall include the following:

(1) A Type 1 permit authorizes use of a particular posted highway or portion thereof by an over-posted-weight vehicle. It is valid only when carried in the over-posted-weight vehicle.

(2) A Type 2 permit authorizes use of a particular posted highway or portion thereof by any number of over-posted-weight vehicles being driven to or from a common destination.

(i) Documents of the type set forth in Section 189.3(c) of this title (relating to local traffic) will constitute evidence of a vehicle's destination.

(ii) A Type 2 permit will be issued only upon request of the permittee and if the posting authority determines that it is not feasible to issue a Type 1 permit for each vehicle. For example, most over-posted-weight vehicles hauling to and from the place of business of the permittee belong to or are hauling under contract with customers or suppliers of the permittee.

(3) A Type 3 permit authorizes use of a number of specified posted highways or portions thereof by an over-posted-weight vehicle.

(i) A Type 3 permit is valid only when carried in the over-posted-weight vehicle.

(ii) A Type 3 permit is issued only if the posting authority determines that damage to the posted highway covered by the permit will be minimal because of the limited number of moves by over-posted-weight vehicles and short-term use of the highways anticipated by the permittee.

(c) **Excess maintenance agreement.** Issuance of a permit to exceed a posted weight limit or limits will be conditioned on the agreement by the permittee to accept financial responsibility for excess maintenance of the posted highway or portion thereof to be used by the permittee. The agreement may provide for the work to be performed by the posting authority or its contractor or by the permittee or its contractor, except that in the case of a self-bonded agreement, the department will require that all work be performed by the permittee or its contractor.

(d) **Security.** Except as provided in paragraph (4) of this subsection, the permittee shall be required to provide security in favor of the posting authority to assure compliance with the maintenance-reconstruction agreement.

(1) Amount of security. Amount of security shall be as follows:

(i) Type 1 and 2 permits. Type 1 and 2 permits shall include:

(A) \$6,000 per linear mile for unpaved highways to be maintained at a level consistent with the type of highway.

(B) \$12,500 per linear mile for paved

highways to be maintained at a level consistent with the type of highway.

(C) \$50,000 per linear mile for any highway which the posting authority allows to be maintained below a level consistent with the type of highway.

(ii) Type 3 permits. \$10,000 for each county or municipality covered by the permit.

(iii) Schedule of bonding amounts. The department will, from time to time but not more often than annually, publish a revised schedule of bonding amounts based on increased or decreased maintenance costs.

(2) Form of security. The security may be in the form of a performance bond with surety by a company authorized to do business in the commonwealth; or, at the option of the permittee, in the form of a certified or cashier's check, bank account, or irrevocable letter of credit in favor of the posting authority; or in some other form of security acceptable to the posting authority.

(3) Additional security. When the amount of damage in excess of normal maintenance to a posted highway is estimated by the posting authority to constitute 75 percent or more of the amount of the security, the posting authority may require the highway to be maintained or reconstructed within 30 days unless the permittee agrees to provide such additional security as the posting authority shall determine.

(4) Self-bonding. The posting authority may authorize self-bonding if it determines, on the basis of the financial ability of the permittee, that it is unlikely that the posting authority will be unable to collect a judgment rendered against the permittee for failure to comply with the maintenance agreement.

(i) The posting authority may require corporate officers and stockholders and their spouses to execute a self-bond if the financial ability of a corporation is insufficient in itself to justify self-bonding.

(ii) The posting authority may require the permittee to execute liens on real or personal property, or both, as a condition for authorizing self-bonding.

(iii) To be considered for self-bonding by the department, a permittee shall file Contractor's Financial Statement, Department Form CS 4300, Part 1. The financial statement shall be updated annually and within 30 days of any department request for an update.

(e) **Multiple permittees.** Multiple permittees shall conform with the following:

(1) Agreement to share excess maintenance responsibility. If two or more persons wish to obtain Type 1 or Type 2 permits to operate over-posted-weight vehicles on the same posted highway or portion thereof, they may agree among themselves as to their relative responsibility for the cost of excess maintenance, and the posting authority will enter into agreements and accept security on the basis of the agreed shares.

(2) Determination by posting authority. If multiple applicants for Type 1 or Type 2 permits cannot agree on their relative responsibility, the posting authority will deter-

mine their relative shares and will enter into agreements with and accept security from any person agreeing to such determination.

(3) Subsequent permit applicants. Paragraphs (1) and (2) of this subsection shall apply even if one or more persons have already entered into a Type 1 or Type 2 permit agreement and posted security when another person expresses the desire to obtain a Type 1 or Type 2 permit to operate over-posted-weight vehicles on the same posted highway.

(f) Determination of highway condition. Determination of highway condition shall consist of the following:

(1) **Inspection.** Representatives of the posting authority and of the permittee or permittees will make an on-site inspection of the posted highway immediately before issuance of each permit to determine its condition.

(2) **Reinspection.** The posted highway will be reinspected:

- (i) upon issuance of any new permit;
- (ii) from time to time as the posting authority determines repairs may be required; and
- (iii) upon termination of any permit.

to determine the amount of damage for which the permittee or permittees are responsible.

(3) **Type 3 permits.** Before and after using a Type 3 permit on any posted highway specified in the permit, the representatives of the permittee and the posting authority will make an onsite inspection to determine the relative condition of the highway before and after the use and to assess any excess maintenance caused by the permittee.

(4) **Notification of inspections and reinspections.** All Type 1 and Type 2 permittees on a posted highway or portion thereof will be notified of all inspections and reinspections on the highway or portion and may participate in the inspections and reinspections.

(5) **Inspection costs.** The inspection costs of the posting authority shall be paid by the permittee or permittees. Inspection costs related to a county-wide or municipality-wide Type 3 permit will be paid solely by the Type 3 permittee.

(g) Administrative fee. The department will charge a \$15 administrative fee for issuance of each Type 3 permit. Local authorities may charge an administrative fee of no more than \$15 for issuance of each Type 3 permit.

Posting Procedures

Engineering and Traffic Study

No highway should be posted unless an engineering and traffic study of the road has been completed and evidence of that study is on file with the municipality. The following elements should be considered in every engineering study and traffic study pertaining to weight restrictions based on the condition of the highway.

Geometric Review - roadway width, vertical and horizontal clearance, turning radii.

Past experience - highway breakup.

Pavement analysis.

Traffic speeds.

Traffic volume - average daily traffic, peak hour, kinds and classes.

Traffic may be prohibited or restricted when any of the following exist:

The highway pavement or shoulders have been weakened due to deterioration, high traffic volumes, or climatic conditions, and pavement analysis or engineering judgement indicates that it may be seriously damaged unless certain weight vehicles are prohibited.

The highway has inadequate turning radii or horizontal width at one or more locations.

An analysis of previous climatic conditions indicates that certain weight vehicles should be prohibited from the highway.

Ordinance

If the engineering study indicates that traffic should be prohibited or restricted on a locally owned highway, an ordinance must be passed by the municipality. The highway number and the highway name should be shown in the ordinance, and if the restriction is for only a portion of the highway, that portion must be clearly identified.

Erection of Signs

The weight limit () tons sign, R12-1 (Figure 1) is used to restrict the weight permitted on a highway. The R12-1 sign shall be erected in accordance with Title 67, Pa Code, SS 211 and Title 75, PA Code, SS 4902. The standard size of the R12-1 sign is 24 inches by 30 inches.

Notification of Law Enforcement Agency

The State and/or Local Police should be forwarded written notification of the items shown below.

Each new posting established by ordinance and the reason for posting.

Each new excess maintenance agreement and each cancellation of an existing agreement.

Local traffic that has been determined as likely to damage the highway and that is now required to enter into an excess maintenance agreement.

Each removal of a posting through adoption of a repealing ordinance

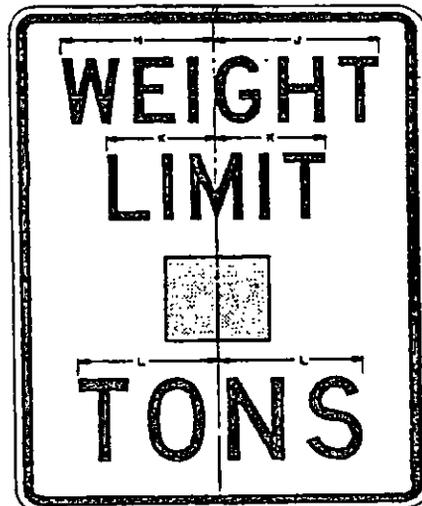
Advance Notice of Posting

To lessen user confusion, advance notice of the posting should be published at least twice in one or more newspapers of general circulation in the municipality in which the road is located. The first notice should be published a minimum of five (5) business days prior to the posting. The Municipal Code requires published notice for ordinance adoption prior to the meeting at which it will be enacted.

Contact Known Users

The municipality should, prior to posting, contact any known users concerning the possibility of executing an excess maintenance agreement.

Figure 1



Excess Maintenance Agreement Procedures

Before executing an excess maintenance agreement, the municipality must post the highway using the posting procedures previously outlined.

Type of Permit

The municipality must decide whether the agreement is to be for a specific posted highway (type 1 or type 2 permittee) or municipality-wide (type 3 permittee). This is generally determined by the anticipated type and extent of excess maintenance resulting from the heavy hauling.

Performance of Excess Maintenance

A determination must be made as to whom is to perform the excess maintenance [Option A - Municipality maintenance forces and/or its contractor(s), or Option B - the User and/or its contractor(s)]. If the User will perform the excess maintenance (Option B of the excess maintenance agreement), the User shall provide a certificate of insurance naming the municipality as an additional insured. This certificate should be incorporated in the excess maintenance agreement as an exhibit (see Appendix G).

Preliminary Inspection

The User should be notified of the inspection and should participate in the inspection. The user should receive a copy of the inspection report. The following is a guide for charges for preliminary and final inspections:

- (1) \$40 for the first mile or portion thereof
- (2) \$25 for each additional mile (prorated)

As an example, a preliminary inspection charge for an excess maintenance agreement covering 0.6 miles would be \$40; while the charge for a preliminary inspection covering 2.5 miles would be \$77.50 (\$40 for the first mile and 1.5 miles @ \$25/mile or 37.50 for the remaining).

Amount and Type of Security

The User shall be required to provide an approved form of security (Ref. Appendix C - Security) in favor of the municipality in the amount specified in the schedule on the following page. The amounts in the schedule are in accordance with Chapter 189 of Department regulations and apply to state and municipal highways. The security should be incorporated in the excess maintenance agreement as an exhibit.

Schedule of Security Amounts

Type 1 and Type 2 Permittees

- (A) \$6,000 per linear mile for unpaved highways to be maintained at a level consistent with the type of highway (see Example A below).
- (B) \$12,500 per linear mile for paved highways to be maintained at a level consistent with the type of highway (see Example B below).
- (C) \$50,000 per linear mile for any highway which the municipality allows to be maintained below a level consistent with the type of highway (see Example C below).

Type 3 Permittee

- (A) \$10,000 for each municipality covered by the permit.

Type 1 and Type 2 Security Examples

Example A:

A User enters an excess maintenance agreement with a municipality to be responsible for excess damages for 2 miles of a posted *Type 10 highway. It is mutually agreed that the highway will be maintained at a Type 10 level. The required security would be \$12,000 (\$6,000 per linear mile).

Example B:

A User enters an excess maintenance agreement with a municipality to be responsible for excess damages for 2 miles of a posted *Type 40 highway. It is mutually agreed that the highway will be maintained at a Type 40 level. The required security would be \$25,000 (\$12,500 per linear mile).

Example C:

A User enters an excess maintenance agreement with a municipality to be responsible for excess damages for 2 miles of a posted *Type 40 highway. It is mutually agreed that the highway will be allowed to revert to a Type 10 level during the heavy hauling operation. The required security would be \$100,000 (\$50,000 per linear mile).

Type 3 Permit Security Example

A User anticipates hauling on a posted municipal highway for a short time. The municipality determines that damages will be minimal - \$10,000 security.

*See Appendix B

Issuance of Permit

After the excess maintenance agreement has been executed between the user and the municipality, the municipality should issue the appropriate permit to the user (see Appendix D).

Notes

The municipality should monitor the condition of the highway and should notify the user to make any necessary repairs if Option B was selected, or repair the damage and bill the user if Option A was selected.

The cost to perform excess maintenance should not be allowed to go beyond 75% of the security amount without repairs being made.

The municipality cannot make the user improve the road, only restore it to the state of repair existing at the time of the preliminary inspection.

The user is only responsible for damages caused by heavy hauling. They are not responsible for normal maintenance activities that would routinely be performed on the highway had the user not been there.

Local Deliveries may be allowed to use the posted highway; however, if the municipality determines that the local delivery is doing damage, they can be required to enter into an excess maintenance agreement.

If there are several users hauling over a weight restricted highway, excess maintenance agreements should be prepared between the municipality and each user. In this case, costs for damages should be prorated based on tonnage hauled unless circumstances dictate otherwise.

For examples of normal and excess maintenance activities, refer to Appendix A.

NORMAL MAINTENANCE vs. EXCESS MAINTENANCE

PAVED ROADWAYS

APPENDIX A

<u>ACTIVITY</u>	<u>NORMAL MAINTENANCE</u>	<u>EXCESS MAINTENANCE</u>
Pothole patching.	No patching required until 3-years after a roadway has been scratched and seal coated; otherwise, when needed but not more than once a year.	Potholes or wheel depressed areas after roadway had been scratched and seal coated within a 3-year period; otherwise, when needed but usually not more than once a year.
Shoulder cutting or grading.	Three to 4-year cycle.	Anything more often than 3-4 year cycle. Shoulder build-up due to bonded truck running off edge of pavement. Shoulder cutting or grading due to roadway being pushed down.
Inlet and ditch cleaning.	As needed due to storm conditions and gradual sediment.	As needed due to run-off from user's approach, shoulder deterioration arising from bonded trucks running on shoulders, ditches pushed shut by bonded trucks riding on shoulders.
Pipe replacement.	When pipe wears out (25-30 years).	Pipe crushed due to heavy hauling activities.
Pipe flushing.	As needed due to storm conditions and gradual build-up of debris.	As needed due to run-off from user's approach, shoulder deterioration arising from bonded trucks running on shoulders, pipe blocked as result of bonded trucks riding on shoulders.

NORMAL MAINTENANCE vs. EXCESS MAINTENANCE

STABILIZED ROADWAYS

APPENDIX A

<u>ACTIVITY</u>	<u>NORMAL MAINTENANCE</u>	<u>EXCESS MAINTENANCE</u>
Grading and shaping.	Spring and fall material to stabilize added as needed.	Grading and shaping beyond normal maintenance.
Dust pallative.	Once a year (in front of homes).	Anything more often than once a year.
Inlet and ditch cleaning.	As needed due to storm conditions and gradual sediment.	As needed due to run-off from user's approach, shoulder deterioration arising from bonded trucks running on shoulders, ditches pushed shut by bonded trucks riding on shoulders.
Pipe replacement.	When pipe wears out (25-30 years).	Pipe crushed due to heavy hauling activities.
Pipe flushing.	As needed due to storm conditions and gradual build-up of debris.	As needed due to run-off from user's approach, shoulder deterioration arising from bonded trucks running on shoulders, pipe blocked as result of bonded trucks riding on shoulders.

NORMAL MAINTENANCE vs. EXCESS MAINTENANCE

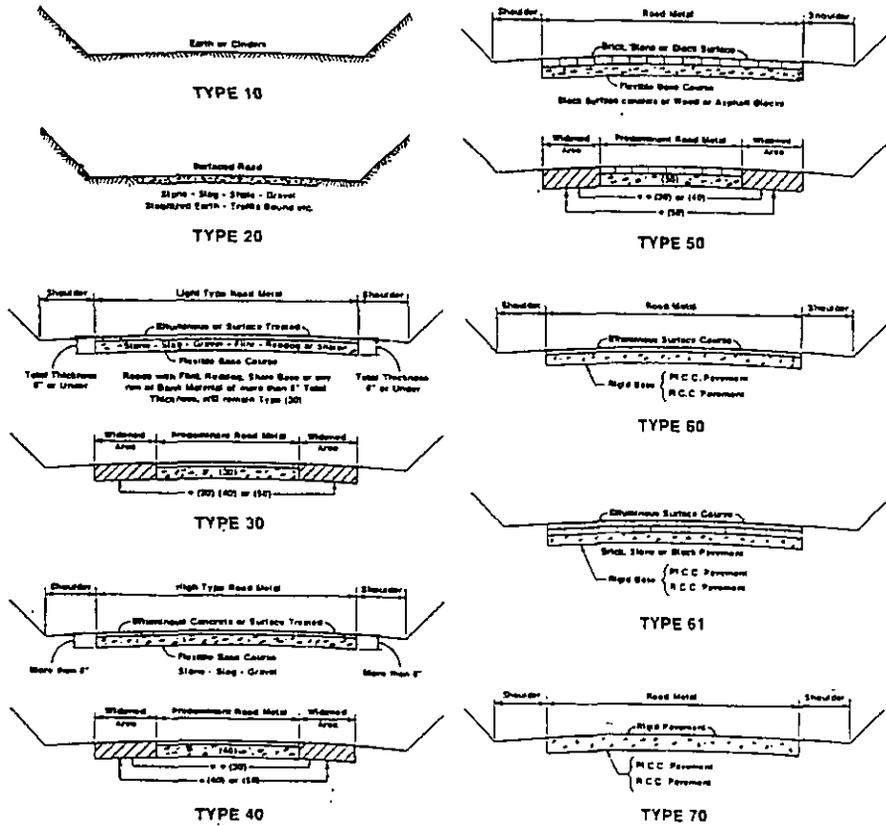
PAVED ROADS REVERTED TO STABILIZED

APPENDIX A

<u>ACTIVITY</u>	<u>NORMAL MAINTENANCE</u>	<u>EXCESS MAINTENANCE</u>
Dust pallative.		Dust oil entire length as needed.
Grading and shaping.		As needed.
Inlet and ditch cleaning.	As needed due to storm conditions and gradual sediment.	As needed due to run-off from user's approach, shoulder deterioration arising from bonded trucks running on shoulders, ditches pushed shut by bonded trucks riding on shoulders.
Pipe replacement.	When pipe wears out (25-30 years).	Pipe crushed due to heavy hauling activities.
Pipe flushing.	As needed due to storm conditions and gradual build-up of debris.	As needed due to run-off from user's approach, shoulder deterioration arising from bonded trucks running on shoulders, pipe blocked as result of bonded trucks riding on shoulders.

APPENDIX B

HIGHWAY TYPE



APPENDIX C

ACKGROUND

The USER in the conduct of its business makes use of portions of Municipal highways which are under the jurisdiction, maintenance, and control of the Municipality.

Pursuant to the provisions of Section 4902 of the Vehicle Code, Act of June 17, 1976, P.L. 162, as amended, 75 PaCS 4902, the Municipality has posted gross weight restrictions on portions of these Municipal highways.

The USER wishes to move vehicles or combinations, together with loads, in excess of the posted gross weight restrictions over and across portions of these posted Municipal highways.

The Municipality, pursuant to 67 Pa. Code, Chapter 189, is willing to permit the movement of USER'S vehicles or combinations, together with loads, in excess of the posted gross weight restrictions, conditioned upon the execution of an approved form of security by the USER in favor of the Municipality to cover the cost of excess maintenance and restoration necessitated by the movement in accordance with the terms, conditions, and provisions hereinafter contained in this Agreement.

AGREEMENT

For and in consideration of the mutual promises hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree for themselves and their successors and assigns as follows:

Permission to Move Vehicles

1. The Municipality will permit the USER to move vehicles or combinations, together with loads, in excess, of the posted gross weight restrictions on the portion(s) of Municipal highway(s) indicated below, subject to all provisions of the Vehicle Code, Act of June 17, 1976 P.L. 162, as amended, (75 PaCS) and 67 Pa code, Chapter 189.

The Municipality has issued the USER a Type_____ permit to exceed the posted gross weight restrictions on the portions of Municipal highways identified below.

COUNTY	MUNICIPALITY	MUNICIPAL HIGHWAY	FROM	TO
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APPENDIX C

Joint Use

2. In the event that more than one USER makes use of the portion(s) of Municipal highways(s) described in Paragraph 1, (above) the USER shall report to the Municipality the amount of tonnage and or trips. The Municipality may assess and proportion, in its discretion, the maintenance and restoration costs among the USERS on a periodic basis or upon termination of this Agreement.

Responsibility of USER

3. The portion(s) of Municipal highway(s) and appurtenances shall be maintained to a level consistent with the attached cross-section identified as "Type_____", and the portion(s) of Municipal highway(s) and appurtenance shall be restored to a level consistent with the attached cross-section identified as "Type_____". A copy of the cross-section(s) shall be attached to this Agreement as a Schedule and made a part hereof.

The USER'S responsibility shall only extend to excess maintenance and restoration. The nonperformance of normal maintenance by the Municipality shall under no circumstances constitute grounds for an offset or credit against any excess maintenance or restoration responsibilities of the USER.

If the USER selects Paragraph 6, Option B, (below) the Municipality shall determine, in its discretion, whether the excess maintenance and restoration are satisfactory.

On-Site-Inspection

4. The USER and the Municipality agree that, in order to determine the condition of the portion(s) of the Municipal highway(s) and appurtenances, an on-site field inspection shall be made jointly by the Municipality and the USER. A memorandum shall be prepared describing the condition of Municipal highways(s) and appurtenances together with the nature and extent of any repairs needed to correct any existing damage for which the USER will not be liable. Photographs may also be taken. The memorandum and photographs (if taken) shall be incorporated as an exhibit as part of this Agreement. All costs of this inspection shall be paid by the USER.

Maintenance Not Covered

5. The USER shall have no obligation for maintenance to remedy damage directly resulting from acts of God or war or for routine removal of snow or ice.

Performance of Excess Maintenance and Restoration

6. Excess maintenance and restoration shall be performed in accordance with option _____ below.

APPENDIX C

OPTION A.

The Municipality's maintenance forces and/or a contractor(s) selected by the Municipality through its prescribed procedures. The excess maintenance and restoration shall be performed to a level consistent with that agreed to in Paragraph 3 (above). The work shall be in conformance with Municipality Specifications and shall be supervised and inspected by Municipality personnel.

The Municipality may invoice the USER for the estimated cost of repairs using either the latest maintenance contract prices or the Municipality's latest average monthly maintenance unit prices. These estimated costs shall be computed for all damages noted on the on-site inspection form. The USER agrees to reimburse the Municipality for all estimated costs.

The USER shall submit payment to the Municipality within 30 days from the date of invoice. If the USER fails to make the payment, the Municipality may in its discretion,:

- 1.) Rescind the USER'S permission to move vehicles or combinations, together with loads, in excess of posted weight restriction over and across any Municipality highway(s) until payment is made.
- 2.) Terminate this Agreement.
- 3.) Proceed against security provided pursuant to Paragraphs 7 and 13 below.
- ..) Any or all of the above.

OPTION B.

The USER and/or its contractor(s). The excess maintenance and restoration shall be performed to a level consistent with that agreed to in Paragraph 3 (above). The work shall be in conformance with Municipality Specifications. If USER does work he should notify the Municipality three days in advance of doing the work. Any excess maintenance or restoration associated with bridges shall be specifically developed in a memorandum by the Municipality and directed to the USER for completion. The Municipality reserves the right to monitor or direct any excess maintenance or restoration. The USER shall reimburse the Municipality for any expenses so incurred by the Municipality.

If performance Option B has been agreed to, the USER shall:

- 1.) Provide proper traffic protection at all times during excess maintenance and restoration. This protection shall comply with Municipality work area traffic control requirements as contained in Pennsylvania Department of Transportation (PennDOT) Specification Publication 408 and supplements thereto and PennDOT Publication 203.

APPENDIX C

- 2.) Indemnify, save harmless, and defend (if requested) the Municipality and its officers, agents, and employees, from all suits, actions or claims of any character, name, or description brought for or on account of any injuries, death, or damages received or sustained by any person, persons, or property, during the performance of the work on portion(s) of Municipal highway(s) and appurtenances to be repaired, by or for the USER or its officers, agents, employees, contractors, or representatives, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work or by or on account of any act, omission, neglect, or misconduct of the USER or its officers, agents, employees, contractors, or representatives, during the performance of the work.

- 3.) Provide evidence to the Municipality of public liability insurance for bodily injury and property damage in the minimum amounts of \$250,000 each person, \$1,000,000 each occurrence. The insurance policy shall cover any loss that might occur during the performance of any excess maintenance or restoration by the USER, or its officers, agents, employees, contractors or representatives. The Municipality shall be named as an additional insured on the certificate of insurance. A copy of the certificate of insurance shall be attached to this Agreement as an Exhibit. This insurance shall neither be changed or cancelled without forty-five days advance written notice of such change or cancellation. This advance written notice of change or cancellation shall be forwarded to the Municipality located at _____.

- 4.) Promptly perform excess maintenance or restoration as needed. if the Municipality determines that the USER is not maintaining or restoring the portion(s) of Municipal highway(s) and appurtenances to the level agreed to in Paragraph 3, (above) the Municipality will notify the USER in writing, of this determination and the USER shall promptly perform the required excess maintenance or restoration.

- 5.) If the USER fails to perform the excess maintenance or restoration promptly after receipt of notice, the Municipality may, in its discretion:
 - a) Rescind the USER'S permission to perform excess maintenance and restoration, and to move vehicles or combinations, together with loads, in excess of the posted weight restriction over and across any Municipal highway(s) until necessary excess maintenance and restoration are satisfactorily performed or costs thereof are paid.
 - b) Maintain or restore the portion(s) of Municipal highway(s) and appurtenances with the USER reimbursing the Municipality for all costs so incurred.
 - c) Proceed against security provide pursuant to Paragraphs 7 and 13 below.
 - d) Terminate this Agreement.
 - e) Any or all of the above.

¶The limits of coverage set forth in this agreement, as well as the sample insurance certificate, apply to the limits of PennDOT liability. These amounts are different under the municipal tort law and should be set forth as limitations to a municipality's liability.

APPENDIX C

Security

7. To secure the performance of the USER'S obligations, the USER shall execute and deliver to the Municipality the following type(s) of security in the amounts as indicated:

- A. Irrevocable Letter of Credit \$ _____
- B. Certified Check \$ _____
- C. Cashier's Check \$ _____
- D. Bank Account \$ _____
- E. Certificate of Deposit (Cash Value) \$ _____
- F. Security Agreement \$ _____
- G. Escrow Agreement \$ _____
- H. Performance Bond \$ _____
- I. Other \$ _____

Security option(s) _____ in the total amount of \$ _____ has (have) been agreed to.

This Agreement, together with the type(s) of security provided, may be filed in the appropriate prothonotary's office or other registry in a manner and at such time and frequency as the Municipality deems proper. The USER shall pay the costs of such filings.

A copy of the security(ies) shall be attached to this Agreement as an Exhibit(s).

Liability of USER

8. The USER shall be liable for all costs of excess maintenance and restoration and all other expenses incurred pursuant to this Agreement. The USER'S liability shall not be limited to the total amount of security shown in Paragraph 7 (above).

Termination

9. The USER and the Municipality retain the right to terminate their future obligations under this Agreement at any time by submitting a written notice of intent to terminate. As soon as possible after receipt of such notice, the Municipality and the USER'S representatives shall inspect the Municipal highway(s) and appurtenances. The Municipal highway(s) and appurtenances if Paragraph 6 Option B was elected, shall be restored to level consistent with that agreed to in Paragraph 3 (above). Restoration shall be performed by the party(ies) agreed to in Paragraph 6 (above). Thereupon this Agreement shall be terminated and of no further force or effect and all security delivered to the Municipality by the USER shall be released.

APPENDIX C

Revocation of Permit

10. The Municipality may revoke the USER'S permit and may pursue whatever legal remedies it deems proper, if it determines, in its discretion, that the USER is not in compliance with any provision of this Agreement. In the event the USER has concluded its operations on any or all portions of highway covered by this Agreement, the Municipality may, in its discretion, revoke the USER'S permit(s) to operate on any other highway(s) under any other similar Agreement.

Closing of Municipal Highways

11. This Agreement shall not prohibit the Municipality from closing a highway or bridge to any vehicle or combination in excess of a specific weight if such closing is authorized by law and is necessary for safety, or is a temporary closing due to climatic conditions or an act of God or war.

Effective Date

12. The effective date of this Agreement shall be the date upon which the on-site inspection memorandum is signed by the USER and the Municipality. The effective period of this Agreement shall continue from its effective date until the date of its termination as provided for herein.

Additional Security and Termination

13. In addition to the Municipality's right of termination set forth above, the Municipality shall have the right to require additional security upon that date the the Municipality determines, in its discretion, that the aggregate amount of damage to the Municipal highway(s) exceeds 75% of the face amount of the security furnished. If additional security is required, it shall be retained by the Municipality until all excess maintenance and restorations have been completed. Failure to provide such additional security as is required shall constitute a breach of this Agreement.

Attest:

(Name of Municipality)

(SEAL)

By _____

Municipal Official Title

Attest:

User:

Title:
(SEAL)

Date

By _____

Title:

Date

APPENDIX C

EXCESS MAINTENANCE AGREEMENT

Agreement Number: _____
Permit Type: _____
FID/SS Number: _____
Municipality: _____

EXCESS MAINTENANCE AGREEMENT (SINGLE USER) _____, 19____
User _____ of _____

DEFINITION

USER means that user who signs and executes this Agreement.

Municipality means _____ Township/Borough/City acting through their Municipal Officials.

Appurtenance means the property lying within the right-of-way of a highway, together with any improvement placed within this right of way.

Bridge means any structure including supports, erected over a depression or an obstruction, such as, but not limited to, water, highway, or railway and having a track or passageway for carrying traffic or other moving loads and having an opening measured along the center of the roadway of more than 8 feet between supports.

Highway means any highway or bridge on the Municipality's system of highways and bridges, including the entire width between right-of-way lines, over which the Municipality has assumed, or has been legislatively given, jurisdiction.

Excess Maintenance means maintenance or restoration or both (but not betterment) of a posted highway (in excess of normal maintenance) caused by use of over-posted-weight-vehicles.

Normal Maintenance means the usual and typical activities necessary to maintain the roadway, shoulders, drainage facilities, and other appurtenances in the state of repair existing at the date of the inspection.

Over-Posted-Weight-Vehicle means a vehicle or combination have a gross weight in excess of a posted weight limit.

Type 1 Permit

A Type 1 permit is valid only when carried in the over-posted-weight-vehicle.

Type 2 Permit

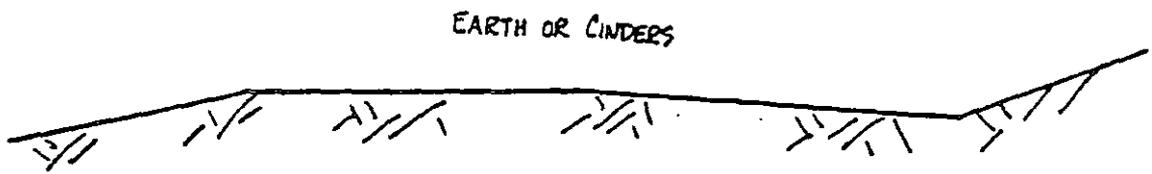
A Type 2 permit is valid only when conspicuously displayed at the USER'S place of business.

Type 3 Permit

A Type 3 permit is valid only when carried in the over-posted-weight-vehicle.

APPENDIX C

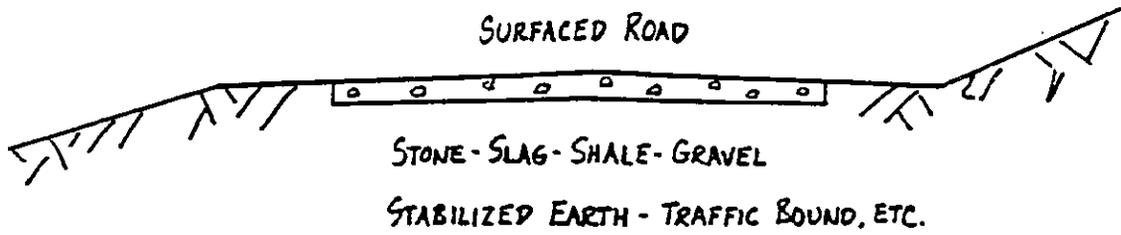
TYPE 10



SCHEDULE A

APPENDIX C

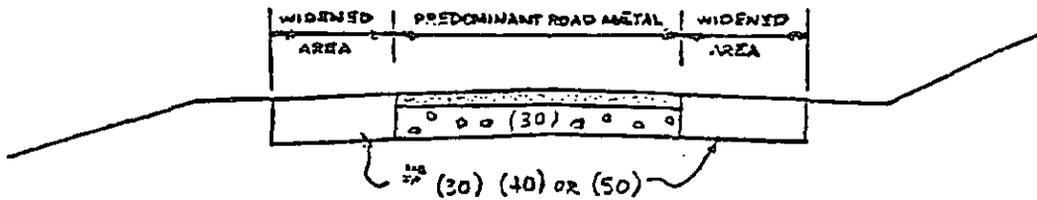
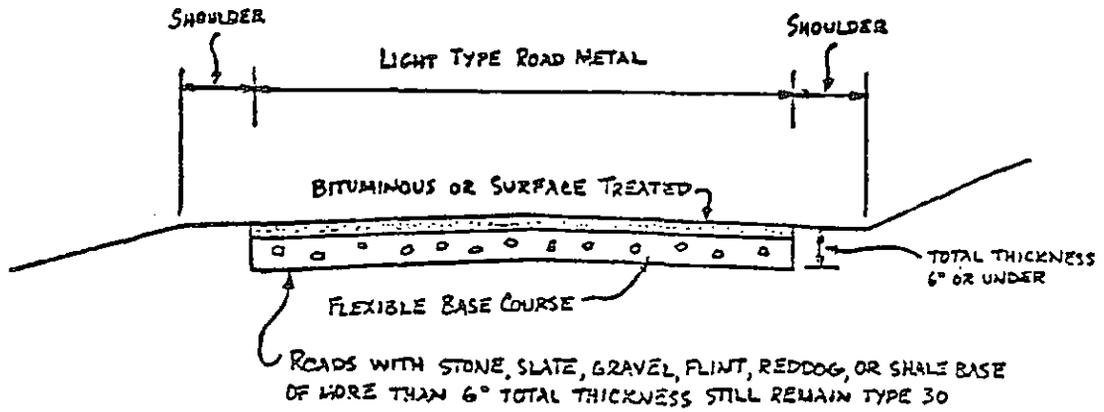
TYPE 20



SCHEDULE A

APPENDIX C

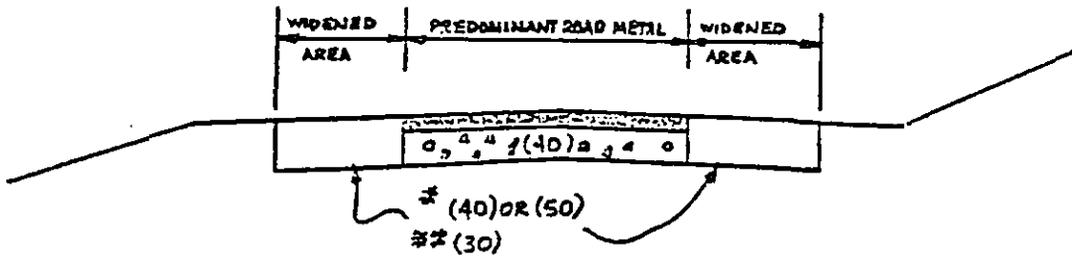
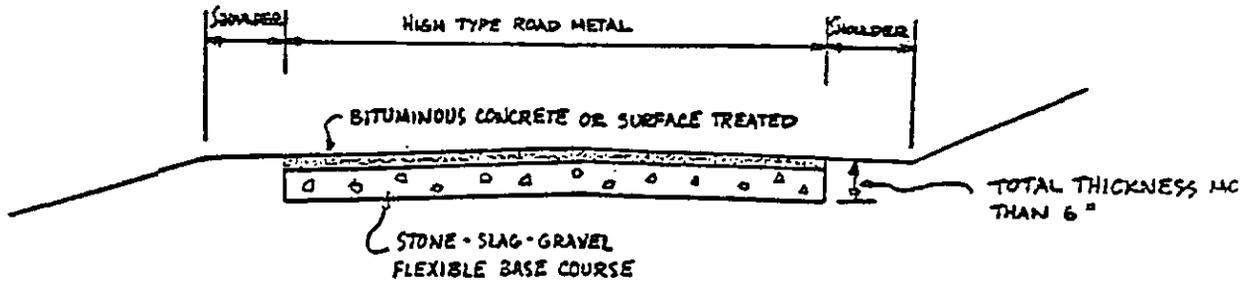
TYPE 30



WIDENING OF ROAD PAVEMENTS WITH RIGID TYPE OR, WIDENING OF FLEXIBLE PAVEMENTS WITH AN EQUAL OR HIGHER FLEXIBLE TYPE, SHALL NOT BE SHOWN ON THE STRAIGHT LINE DIAGRAMS AS WIDENING, BUT SHALL BE SHOWN AS INCREASED WIDTH OF ROAD METAL AND THE PAVEMENT CODED FOR THE PREDOMINANT TYPE.

SCHEDULE A

TYPE 40



* WIDENING OF RIGID PAVEMENTS WITH RIGID TYPE OR, WIDENING OF FLEXIBLE PAVEMENTS WITH AN EQUAL OR HIGHER FLEXIBLE TYPE, SHALL NOT BE SHOWN ON THE STRAIGHT LINE DIAGRAMS AS WIDENING, BUT SHALL BE SHOWN AS INCREASED WIDTH OF ROAD METAL AND THE PAVEMENT CODED FOR THE PREDOMINANT TYPE.

** WHEN WIDENED AREA IS OF A TYPE LESS THAN THE PREDOMINANT TYPE, IT SHALL BE SHOWN AS WIDENING ON THE STRAIGHT LINE DIAGRAM.

SCHEDULE A

APPENDIX D

AUTHORIZATION TO EXCEED A POSTED HIGHWAY WEIGHT RESTRICTION

PERMIT NO.: _____

NAME OF USER: _____ PHONE _____

STREET ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____

This authorization is for a Type ____ Permit to exceed a ____
ton gross weight limit on portions of Municipal Highway(s)
indicated below.

COUNTY	MUNICIPALITY	MUNICIPAL HIGHWAY	FROM	TO
--------	--------------	----------------------	------	----

MOVE BEGINS: _____ MOVE ENDS: _____ FEE: _____

TRUCK LICENSE/ST: _____/_____

TRAILER LICENSE/ST: _____/_____

I, the undersigned, hereby certify that the data submitted
is correct to the best of my knowledge and belief.

SIGNATURE &
TITLE: X _____ DATE _____

AUTHORIZATION TO EXCEED
THE POSTED HIGHWAY WEIGHT RESTRICTION

The above authorization is approved subject to Section
4902 of the "Vehicle Code" and all Municipality regulations
(in particular 67 PA Code Chapter 189) subject to and
conditions or restrictions set forth herein or attached
hereto. The above does not authorize the permitted vehicle
to exceed any licensed maximum size or weight limit.

This authorization shall be carried in the permitted
vehicle while traveling upon the highway specified above
(except Type 2 Permits which authorize use or a particular
posted highway or portion thereof by any number of
over-posted-weight vehicles being driven to or from a common
destination).

Issuance Date _____ By _____
Municipal Official
Expiration Date _____

APPENDIX E

IRREVOCABLE LETTER OR CREDIT

ISSUE DATE:

BENEFICIARY: (Municipality name)

CUSTOMER:

USER:

EXPIRATION DATE:

AMOUNT:

GENTLEMAN:

We hereby establish our Irrevocable Letter of Credit in your favor and authorize you to draw upon it at our office, located at _____, up to an aggregate amount of _____ by presentment of

- (1) your written demand to pay on sight, and
- (2) a copy of this Irrevocable Letter of Credit.

On each occasion when a demand is made pursuant to this credit, the date and the amount of such demand shall be endorsed upon the reverse side of the last page of this letter.

This Letter of Credit shall be valid until _____, 19 __, and shall thereafter be automatically renewed for successive one-year periods upon the anniversary of its issue. The Bank may elect not to renew the Letter of Credit for a subsequent annual term sixty (60) days after notifying you at:

(Municipality Name _____
and Address) _____

You as the Beneficiary alone retain the right (a) to draw against this Irrevocable Letter of Credit, and (b) to determine whether the USER is liable for the payment of any monies under an Excess Maintenance Agreement and any supplements thereto.

ATTEST:

BANK NAME

Title of Corporate Officer

Title of Corporate Officer

(SEAL)

APPENDIX F

PERFORMANCE BOND NUMBER: _____, 19____

Principal means _____ of

Surety means _____, a
public corporation having its principal business at

Municipality means _____ Township/Borough/City
acting through its Municipal Officials.

Agreement means an Excess Maintenance Agreement executed
between the Municipality and the Principal.

BACKGROUND

The Principal has executed an Excess Maintenance Agreement with the Municipality. Under this Agreement, No. _____, the Principal has promised to pay all costs of excess maintenance, restoration or other expenses resulting from the movement of vehicles or combinations, together with loads, in excess of gross weight restrictions on Posted Municipal Highways.

AGREEMENT

1. The Principal and the Surety, intending to be legally bond, jointly and severally, promise to pay to the Municipality the sum of _____ (\$ _____) dollars.

2. This sum shall be payable by the Principal to the Municipality when demand is made upon the Principal for any cost of maintenance and restoration or other expenses incurred by the Municipality pursuant to the Agreement.

3. The Surety promises to pay this sum to the Municipality if the Principal fails to pay after the Municipality has made demand upon the Principal.

4. The Principal and Surety promise to be bound by the terms of this Performance Bond until the later of the date the Agreement terminates or the date all of the Principal's liability incurred under the Agreement is totally discharged and satisfied.

APPENDIX F

5. The Surety may terminate its future liability under this Performance Bond ninety (90) days after furnishing written notice of such intention to terminate, delivered by person or by registered or certified mail to the Municipality located at _____

The termination shall not effect the liability of the Surety and the Principal for any liability incurred by the Principal under the Agreement prior to the effective date of such termination, but the liability of the Principal and the Surety for any liability incurred by the Principal under the Agreement prior to the effective date of termination shall continue beyond the date of termination until such time the Principal's liability is totally discharged and satisfied.

6. The promises of the Principal and the Surety shall not be released by any alteration of or amendment to the Agreement.

7. This Performance Bond shall be binding upon and insure to the benefit of the parties hereto and their respective successors in interest.

8. If the Principal and/or Surety fail to keep any promise under this Performance Bond, the Principal and Surety authorize and empower any attorney of any court of record within the United States or elsewhere to appear for the Municipality and confess judgement against the Principal and/or Surety in favor of the Municipality as often as necessary, as of any term, with or without declaration filed, without stay of execution and without presentment for such sum or sums as may be payable, together with costs of suit and attorney fees, and with release of all errors; Principal and Surety waive inquisition on any real estate and exemption of any property whatsoever, and authorize condemnation of same and immediate issuance of a Writ of Execution, or exemption, and release and waive relief from any and all appraisment, stay of execution, or exemption laws of any state or nation, now in force or hereinafter to be passed, to the extent such statutes may be waived.

APPENDIX F

IN WITNESS WHEREOF, the said Principal and Surety hereto have caused these presents to be duly executed, attested and ensealed by their proper officials, pursuant to due and legal action authorizing the same to be done, this _____ day of _____, 19 _____.

ATTEST:

(SEAL)

PRINCIPAL:

BY _____
TITLE: _____

ATTEST:

(SEAL)

SURETY:

TITLE: _____

ISSUING AGENCY OR
BONDING COMPANY NAME

ADDRESS _____

PHONE _____

COUNTY

MUNICIPALITY

MUNICIPAL
HIGHWAY

FROM

TO

APPENDIX G

CERTIFICATE OF INSURANCE

INSURED: _____

COMPANIES AFFORDING COVERAGE: _____

AGENCY: _____

This is to certify that:

(a) the policies of insurance listed below have been issued to the Insured named above and are in force at this time; and,

(b) these policies provide public liability insurance for bodily injury and property damage in the minimum amounts of \$250,000 each person, \$1,000,000 each occurrence as required in Excess Maintenance Agreement No. _____, Paragraph 6(B) (3), executed by the Insured and _____ Township/Borough/City; and,

(c) these policies will not be cancelled before the expiration date unless (45) day advance notice of such intention to cancel is delivered to _____ Township/Borough/City located at _____; and,

(d) _____ Township/Borough/City is named as an additional insured in these policies.

POLICY NUMBER(S): _____

POLICY EXPIRATION DATE(S): _____

POLICY DESCRIPTION (Check One): _____ CLAIMS MADE
_____ OCCURRENCE

DESCRIPTION OF OPERATIONS:

Performance of highway maintenance in _____
Township/Borough/City on Municipal Highway(s) _____

NAME AND ADDRESS OF CERTIFICATE HOLDER:

DATE ISSUED: _____

Authorized Representative

ⁿThe limits of coverage set forth on this certificate as well as the sample agreement apply to PennDOT's liability limits. These amounts are different under municipal tort law and should be set forth as limitations to a municipality's liability.

APPENDIX H

**DISTRICT OFFICE TELEPHONE
NUMBERS**

District 1

Crawford, Erie, Forest, Mercer, Venango, Warren
814-437-4226

District 2

Cameron, Centre, Clearfield, Clinton, Elk, Juniata,
McKean, Mifflin, Potter
814-765-0495

District 3

Bradford, Columbia, Lycoming, Montour,
Northumberland, Snyder, Sullivan, Tioga, Union
717-368-4275

District 4

Lackawanna, Luzerne, Pike, Susquehanna, Wayne,
Wyoming
717-963-4055

District 5

Berks, Carbon, Lehigh, Monroe, Northampton, Schuylkill
215-821-4190

District 6

Bucks, Chester, Delaware, Montgomery, Philadelphia
215-964-6508

District 8

Adams, Cumberland, Dauphin, Franklin, Lancaster,
Lebanon, Perry, York
717-787-4776

District 9

Bedford, Blair, Cambria, Fulton, Huntingdon, Somerset
814-696-7127

District 10

Armstrong, Butler, Clarion, Indiana, Jefferson
412-357-2898

District 11

Allegheny, Beaver, Lawrence
412-937-4573

District 12

Fayette, Greene, Washington, ~~Westmoreland~~
412-439-7349

This publication is intended for general reference only. Since laws and regulations are subject to change and judicial interpretation, specific legal questions should be addressed to your attorney.

READING BLUE MOUNTAIN AND NORTHERN
RAILROAD COMPANY

1 RAILROAD BOULEVARD

P.O. BOX 218

PORT CLINTON, PA 19549

FREIGHT DEPT. (610) 562-2100

PASSENGER DEPT. (610) 562-2102

WWW.READINGNORTHERN.COM

OR WWW.RBMNRR.COM

Reading C E Ex 3
JUN 09 2008 c-20078020
Hlg TX

June 9, 1999

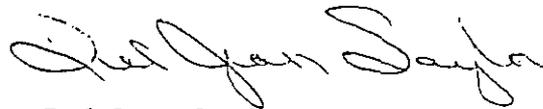
Blackwood, Inc.
5824 Gordon Nagle Trail
Pottsville, PA 17901

Gentlemen:

Enclosed please find two copies of our lease agreement. Both copies must be signed and returned to our office with the first year's rent and any other fees stated within the agreement. After the leases have been received, a fully executed copy will be returned to you for your records.

If you have any questions, please do not hesitate to contact me at 610-562-2100 or you can leave a message on the Real Estate Department Voice Mail at (610) 562-2902.

Sincerely,



Del Jean Saylor
Assistant Director of Real Estate

RECEIVED

2008 JUN 30 AM 10:01

PA PUC
SECRETARY'S BUREAU

**READING BLUE MOUNTAIN &
NORTHERN RAILROAD COMPANY**

LICENSE AGREEMENT FOR PRIVATE GRADE CROSSING

This agreement, dated as of this 1 st day of July between READING BLUE MOUNTAIN AND NORTHERN RAILROAD COMPANY, a Pennsylvania Corporation, which has a mailing address at P.O. BOX 218, PORT CLINTON, PA 19549 ("Railroad") and BLACKWOOD, INC. having a mailing address at 5824 Gordon Nagie Trail, Pottsville, PA ("Licensee").

WITNESSETH:

WHEREAS, Licensee has requested a private grade crossing across Railroad's property as set forth on Exhibit A hereto; and

WHEREAS, the parties have reached accord concerning the terms and conditions for Licensee's use of a private grade crossing across Railroad's property and desire to reduce them to writing.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. CROSSING

(a) Railroad hereby grants to Licensee, insofar as it has the legal right and its present title hereby permits, the License to use the crossing at grade, over the roadway and track of Railroad at **M.P. 10 on the Tremont Industrial Track**, located at a point near the Town of Blackwood, County of Schuylkill, State of Pennsylvania, more expressly shown on the plan hereto attached and made a part hereof, and known as Exhibit A, including any appurtenances thereto (hereinafter collectively referred to as the "Crossing").

(b) The Crossing shall be a private one of conditional use, and Licensee shall not permit it to be used except by Licensee, its officers, employees, agents and other persons having business with Licensee. Crossing may only be used for the transfer of coal or related products for processing and stockpiling to be loaded in railcars only.

(c) The Crossing shall be located in exact accordance with Exhibit A and no departure shall at any time be made therefrom except upon the prior approval of Railroad's Chief Engineer - Design and Construction or his designee.

(d) Railroad hereby grants Licensee an Option to Purchase a perpetual Easement over the crossing which shall be appurtenant to the land and which shall be limited to vehicular and

pedestrian passage, in exchange for a one-time payment by Licensee of the sum of \$100,000.00. This Easement shall incorporate all of the terms and conditions of this Agreement except for paragraph 1(b). Licensee shall bear all costs of surveying, permitting, transferring and recording said permanent Easement.

(e) Eight (8) Year option price as described in 1(d) will increase 2% per year compounded each year until they exercise their option.

2. PAYMENT, RENTAL AND MAINTENANCE FEES

(a) Licensee shall pay Railroad, upon execution of this License, the sum of **THREE HUNDRED DOLLARS (\$300.00) WAIVED** as reimbursement for the costs and expenses of preparing this License.

(b) Licensee shall pay Railroad **One Hundred Dollars (\$100.00)** per year as minimum annual rental ("Rental"). Licensee shall have no right of refund for any cause whatsoever with respect to Rental payments paid to Railroad, which said sum shall be payable annually in advance commencing as of the July 1. Rental shall be adjusted in accordance with the terms of Section 2(d) hereof.

(c) Licensee shall pay Railroad a sum (**TO BE DETERMINED BY USEAGE**) per year as a minimum maintenance fee ("Maintenance Fee"). Licensee shall have no right of refund for any cause whatsoever with respect to Maintenance Fee payments paid to Railroad, which said sum shall be payable annually in advance commencing as of \$100.00 per month Maintenance Fee shall be adjusted in accordance with the terms of Section 2(d) hereof. **NO** Maintenance Fee will be charged provided a minimum of 25 cars per month are in combination shipped or received by Licensee.

(d) Rental and Maintenance Fees ("Annual Charges") shall on an annual basis be increased or decreased by the same percentage of increase or decrease as reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1967 = 100) specified for All Items - United States compiled by the Bureau of Labor Statistics of the United States Department of Labor" (Price Index). In no event, however, shall the Annual Charges be less than the Annual Charges payable as of the effective date of this License.

Annual Charges shall be increased or decreased in accordance with the following:

- (1) Annual Charges shall be adjusted annually, commencing July 1, 2000.
- (2) Each adjustment shall be made with reference to the Price Index for

Lease Number: 99-00238 PC NON STANDARD AGREEMENT rev. 12/98
the fourth month immediately preceding the effective date of each
adjustment (Current Price Index).

- (3) Each such adjustment shall be made by determining the percentage increase of the then Current Price Index divided by the price index for the full calendar month of the effective date for this License (Base Price Index).
- (4) The percentage thus determined shall be multiplied by the then applicable Annual Charges, and the product thus determined shall represent the increase payable in addition to the Annual Charges until a subsequent adjustment shall be made under this section.

$$\frac{\text{Current Price Index}}{\text{Base Price Index}} \times \text{Annual Charges} = \text{Adjusted Annual Charges}$$

In the event the Price Index is converted to a different standard reference base or otherwise revised or changed, the determination of the percentage increase shall be made with the use of such conversion factor, formula or table for converting the Price Index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as shall be reasonably determined by Railroad.

3. CONSTRUCTION

- (a) All materials and work contemplated by this License shall be furnished and performed by Railroad (except as otherwise specifically set forth in 3b (1); 3d and 4b of this License) at the sole cost and expense of Licensee and billed to Licensee in accordance with the terms of Section 8 hereof.
- (b) The following work and materials shall be provided by Licensee subject to the prior approval of Railroad's Chief Engineer - Design and Construction or his designee:
 - (1) Licensee shall install, repair and maintain all asphalt material, together with all approach work, at its sole risk, cost and expense.
- (c) Licensee, before performing any work set forth in this License, shall give Railroad's Chief Engineer - Design and Construction, or his designee, at least fourteen (14) days prior notice.
- (e) The Crossing shall also include adequate drainage facilities necessary or appropriate

for the prevention of ponding and/or flooding or any other kind of water damage in the general area where the Crossing is located. Said drainage facilities shall be installed, repaired, maintained and cleaned by Licensee at the sole risk, cost and expense of Licensee.

4. MAINTENANCE

(a) Railroad shall perform all maintenance and repairs to the Crossing at the sole cost and expense of Licensee, except as specifically set forth in Section 3(b), 3(d) and 4(b) hereof.

(b) Licensee shall at all times keep the Crossing and the flangeways in the Crossing free and clear of dirt, ice, snow and debris, and shall in any event promptly, upon notice from Railroad, perform the above work, or Railroad, for the purpose of protecting and safeguarding its property, traffic, employees or patrons, may at any time, with or without prior notice to Licensee, remove any dirt, ice, snow, and debris from the Crossing and the flangeways in the Crossing and thereafter, bill Licensee in accordance with the terms of Section 8 hereof for all costs and expenses incurred by Railroad. Licensee, when performing any work at the Crossing, shall be responsible to ensure that people, equipment and materials are kept a safe distance away from the tracks on the approach or any moving equipment on the tracks.

5. MAINTENANCE OF RIGHT-OF-WAY

In the event Railroad shall be required, or may desire at any time, or from time to time, to change the grade or location of any of its tracks or facilities, or to remove, construct or add to any of its tracks or facilities upon land owned or used by Railroad, then Railroad shall, at the sole cost and expense of Licensee, make such adjustments or relocations in the Crossing and Licensee's facilities which may, in the opinion of Railroad, be necessary and bill Licensee for such costs and expenses in accordance with the terms of Section 8 hereof. In the event any of the work provided for in this Section 5 requires the adjustment or relocation of any facilities of Licensee not located on Railroad's property, then Licensee shall, at its sole cost and expense, promptly make all required adjustments and relocations to its facilities so affected.

6. RAILROAD'S PARAMOUNT USE

Railroad shall have the paramount right at all times to use its track(s), right-of-way and property at the Crossing. Licensee shall exercise the greatest care in the use of the Crossing and shall require all others permitted hereunder to use the Crossing to also exercise the greatest care in the use of the Crossing.

7. CROSSING PROTECTION

(a) Sole responsibility for protecting the Crossing from the standpoint of safety and policing the Crossing shall rest exclusively on Licensee at all times and under all circumstances.

(b) Licensee shall erect, maintain and renew appropriate signs, or notices, satisfactory to Railroad setting forth the fact that the Crossing is private and shall take whatever further steps as may be necessary to prevent unauthorized persons from entering upon or using the Crossing for any purpose whatsoever.

(c) Railroad may at any time install, maintain and renew railroad - highway grade crossing signs, and Licensee shall pay all costs and expenses of the installation, maintenance and renewal thereof in accordance with the terms of Section 8 hereof.

(d) Licensee shall, at its sole risk, cost and expense, erect, maintain, repair and renew appropriate lock-type gates on both sides of the Crossing satisfactory to Railroad, which shall be suitably situated and kept closed and locked at all times when the Crossing is not in actual use.

(e) If it is deemed necessary by Railroad or any federal, state, or municipal authority or other governing body, to install automatic protection at the Crossing, said automatic crossing protection shall be installed, maintained and ultimately removed by Railroad at the sole cost and expense of Licensee. Automatic protection will be deemed necessary if or when track meets FRA Class II standards.

(f) In addition to the foregoing, but not in limitation thereof, if at any time Railroad should deem crossing flagmen or watchmen desirable or necessary to properly protect its operation near the Crossing, Railroad may place flagmen or watchmen at the Crossing and bill Licensee in accordance with the terms of Section 8 hereof for all costs and expenses incurred in placing such flagmen or watchmen. The furnishing or failure to furnish flagmen or watchmen by Railroad shall not release Licensee from any and all other liabilities assumed by Licensee under the terms of this License.

8. BILLING

All costs and expenses in connection with the construction, adjustment, alteration, relocation and removal of the Crossing shall be borne by Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, adjustment, alteration, relocation or removal under any section hereof, Licensee shall pay Railroad the actual cost of material plus the current applicable

overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the Accounting Department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. The aforementioned material and labor overhead charges shall be applied at rate which are effective at the time of the performance of any work by Railroad on the Crossing. Licensee shall pay all bills rendered pursuant to this License within thirty (30) days of presentation by Railroad.

9. TAXES

Licensee shall assume and pay any and all taxes and assessments which may be levied upon the facilities afforded the Licensee under this License, and Licensee shall indemnify, defend and hold Railroad harmless therefrom.

10. LIABILITY

Licensee hereby releases and will protect, defend, indemnify, and save harmless Railroad from and against all claims, liabilities, demands, actions at law and equity (including without limitation claims and actions under the Federal Employers' Liability Act), judgments, settlements, losses, damages, and expenses of every character whatsoever (hereinafter collectively referred to as "Claims") for injury or death of any person or persons whomsoever and for damage to or loss or destruction of property of any kind by whomsoever owned, caused by, resulting from, arising out of, or occurring in connection with the construction, maintenance, alteration, repair, relocation, renewal, removal, use or presence of the Crossing, or incidental to or appertaining thereto, and regardless of whether or not such injury or death or such damage to or loss or destruction of property are due to or chargeable to, in whole or in part, any alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation by Railroad.

11. INSURANCE

- (a) Before Licensee may make use of the Crossing, Licensee shall, at its sole cost and expense procure and deliver to Railroad and thereafter maintain in effect during the term of this License public liability insurance, as well as contractual liability insurance covering all liabilities assumed by Licensee under Section 10 of this License, without exception or restriction of any kind. Said insurance shall be in limits of not less than **FIVE MILLION DOLLARS (\$5,000,000.00)** single limit, bodily injury, death and/or property damage whether of Licensee, Railroad, or others, and said insurance shall be in such companies and in such form as shall be acceptable to Railroad. Said insurance shall be endorsed to provide that Railroad shall be notified in writing by

the insurance company at least thirty (30) days in advance of any cancellation or charges which modify the coverage provided thereunder. The providing of such insurance shall not be deemed a limitation on the liability of Licensee as provided in this License, but shall be additional security therefor.

- (b) Railroad shall have the right to periodically conduct a review of the adequacy of the insurance requirements provided for in Section 11(a) and on (1) year intervals from the effective date of this License. In the event that Railroad should determine that the requirements of Section 11(a) no longer provide adequate protection to Railroad, at its sole option, may give Licensee notice ("Insurance Notice") that Licensee must immediately obtain such additional insurance as Railroad requires.

12. EFFECTIVE DATE AND TERMINATION

(a) This License shall become and be effective as of July 1, 1999, and may be immediately terminated upon violation of any of the terms hereof by Licensee. Prior to the termination of this License as set forth above, Railroad may remove the Crossing, in, upon or over its right-of-way or property and track, at the sole cost and expense of Licensee, which shall make payment to Railroad in accordance with the terms of Section 8 hereof; or Railroad may wreck and scrap or convert all of the Crossing, to its own use without liability to Licensee in any event for compensation or damages therefor.

(b) Notwithstanding any other terms of this License, in the event Licensee shall fail to fully, faithfully and strictly comply with the terms of Section 10 and 11 hereof, all rights and privileges of Licensee to use the Crossing herein granted shall automatically cease and terminate and Railroad shall have the immediate right (without notice to Licensee) to barricade and remove the crossing at the sole cost and expense of Licensee which shall make payment to Railroad in accordance with the terms of Section 8 hereof.

(c) Any obligation assumed and any liability which arose or may have arisen or been incurred by either party hereto prior to termination of this License shall survive the termination of this License.

13. PERMITS AND APPROVALS

Licensee, at its sole risk, cost and expense, shall obtain all permits and approvals which may be necessary or appropriate and Licensee shall comply with all federal, state and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of Railroad. Licensee hereby agrees to indemnify, defend and hold harmless Railroad therefrom.

14. SUCCESSORS

(a) This License shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns, subject, however, to the terms of Section 14(b) hereof.

(b) The permission and license hereby afforded shall be the personal privilege of Licensee, and no assignment or transfer thereof by operation of law or voluntary act of Licensee shall be made, or other use of the Crossing be permitted as herein provided, without the prior consent of Railroad.

15. WAIVER

The waiver by Railroad of any breach of any term, covenant, obligation or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or a waiver of any other term, covenant, obligation or condition herein contained.

16. NOTICES

(a) Every notice, approval, consent, or other communication desired or required under this License shall be effective only if the same shall be in writing and sent postage prepaid by overnight mail or United States registered or certified mail (or a similar mail service available at the time), directed to the other party at its address as follows (or such other address as either party may designate by notice given from time to time in accordance with this Section):

If to Railroad:

Reading Blue Mountain & Northern Railroad Company
P.O. Box 218
Port Clinton, PA 19549
Attn: REAL ESTATE DEPARTMENT

If to Licensee:

Blackwood, Inc.
5824 Gordon Nagle Trail
Pottsville, PA 17901

(b) Notwithstanding anything to the contrary set forth above, in the event Railroad is

unable to locate Licensee, such notices may be posted at or near the Crossing.

17. ENTIRE AGREEMENT

The entire agreement between Railroad and Licensee is set forth in this License and there are no understandings, agreements, or representations of any kind between the parties, verbal or otherwise, other than as set forth in this License. No change or modification of any of the terms, obligations or provisions hereof shall be valid unless in writing and signed by the parties hereto.

18. PARTIAL INVALIDITY

If any term, obligation or condition of this License or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent by a final judgment or award which shall not be subject to change by appeal, then the remainder of this License or the application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant and condition of this License shall be valid and be enforced to the fullest extent permitted by law. Furthermore, each agreement, obligation and other provision of this License is and shall be deemed and construed as a separate and independent obligation of the party bound by, undertaking or making the same, and not dependent or any other provision of this License unless expressly so provided.

19. THIRD PARTY BENEFICIARY

Nothing contained in this License shall be construed as to confer upon any other party the rights of a third party beneficiary.

20. GOVERNING LAW

This License and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the state wherein the Crossing is located.

21. EXHIBITS AND ADDENDA

Any exhibit or addendum to this License shall be deemed a part hereof.

22. HEADINGS

Section headings are inserted for convenience only and shall not affect the construction or interpretation of this License.

23. TERMINOLOGY

As used in this License, the terms "Railroad," "Licensee," and "Party" shall include the respective subsidiaries and affiliates of Railroad and Licensee and the directors, officers, agents and employees of Railroad and Licensee and such subsidiaries and affiliates.

IN WITNESS WHEREOF, the said parties hereto have caused this License to be duly executed and delivered as of the day and year first above written.

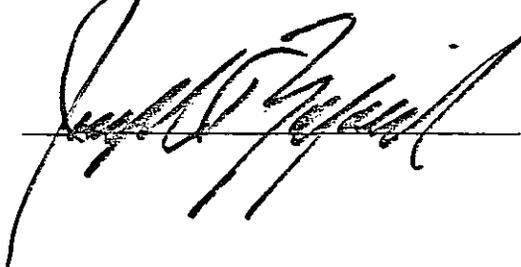
WITNESS:

READING BLUE MOUNTAIN AND
NORTHERN RAILROAD COMPANY

BY: 
Real Estate Manager

WITNESS:

BLACKWOOD, INC.



BY: 

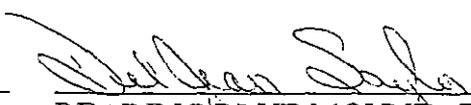
ADDENDUM A

This is the most important part of the Agreement.

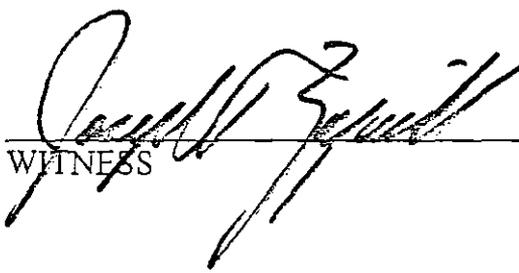
Lessee recognizes the rule and spirit of this Agreement. Lessee fully understands and agrees and supports the Railroad's right and safety obligation to remove this private crossing within the letter of the Agreement if rail car loading falls below 300 cars per calendar year.

Lessor and Lessee agree that this Private Crossing Agreement is very clear and straightforward in its entirety. Addendum A has been added for the purpose of clarification.

WITNESS



READING BLUE MOUNTAIN
& NORTHERN RAILROAD COMPANY



WITNESS



BLACKWOOD, INC.

EXHIBIT - A
99-00238

TREMONT EXTENSION R. R. M.H. & S.H.R.R.

TREMONT TOWNSHIP,
SCHUYLKILL COUNTY, PA.

PHILA & READING COAL & IRON CO.

BLACKWOOD
CROSSING

CROSSING
GRADE

PRIVATE

MAP AREA = 2.7 ± AC.

NO.	LOCALITY	DATE	BY	SCALE	DATE	NO.

VS 9113 LC 1050 MP 0.285

**ADDENDUM TO LICENSE AGREEMENT
FOR PRIVATE GRADE CROSSING**

It is intended by the parties that this Addendum shall become part of the License Agreement for Private Grade Crossing entered into between Reading Blue Mountain & Northern Railroad Company and Blackwood, Inc. on July 1st, 1999 ("License Agreement")

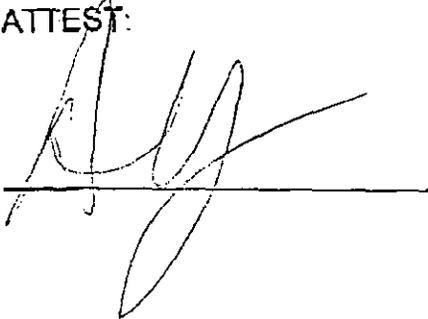
1. Paragraph 1(d) of the License Agreement is hereby amended to read as follows:

Railroad hereby grants Licensee an Option to Purchase a perpetual Easement (with a location as noted in paragraph 1(a) of the License Agreement) which easement shall be appurtenant to the land and which shall be limited to vehicular and pedestrian passage, in exchange for a one-time payment by Licensee of the sum of \$100,000.00. This Easement shall incorporate *only* the following terms and conditions of the License Agreement:

4. MAINTENANCE
5. MAINTENANCE OF RIGHT-OF-WAY
6. RAILROAD'S PARAMOUNT USE
7. CROSSING PROTECTION
8. BILLING
9. TAXES
10. LIABILITY
11. INSURANCE
20. GOVERNING LAW
21. EXHIBITS AND ADDENDA
22. HEADINGS
23. TERMINOLOGY

IN WITNESS WHEREOF, the said parties hereto have caused this Addendum to the License Agreement for Private Grade Crossing to be duly executed and delivered as of this 12 day of August, 1999.

ATTEST:



READING BLUE MOUNTAIN AND
NORTHERN RAILROAD COMPANY

By: 
_____ Real Estate Manager

ATTEST:



BLACKWOOD, INC.

By: 

BLACKWOOD, INC.

PO BOX 639
WIND GAP, PA 18091

PENNSYLVANIA NATIONAL BANK

60-736
313

0249

9/9/99

PAY TO THE
ORDER OF

READING BLUE MOUNTAIN & NORTHERN

\$ **100.00

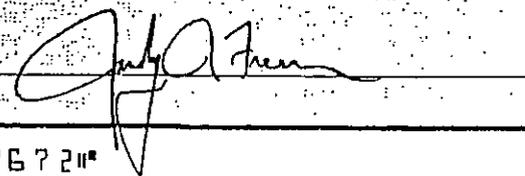
One Hundred and 00/100*****

DOLLARS

READING BLUE MOUNTAIN & NORTHERN
RAILROAD COMPANY
P.O. BOX 218
PORT CLINTON, PA 19549

MEMO

LEASE 99-00238



⑈000249⑈ ⑆031307361⑆ 37403 57672⑈

BLACKWOOD, INC. PO BOX 639, WIND GAP, PA 18091

READING BLUE MOUNTAIN & NORTHERN

08/01/99

Bill #99-00238

9/9/99

0249

100.00

LEASE

Please note our
new mailing
address.
Thank you.

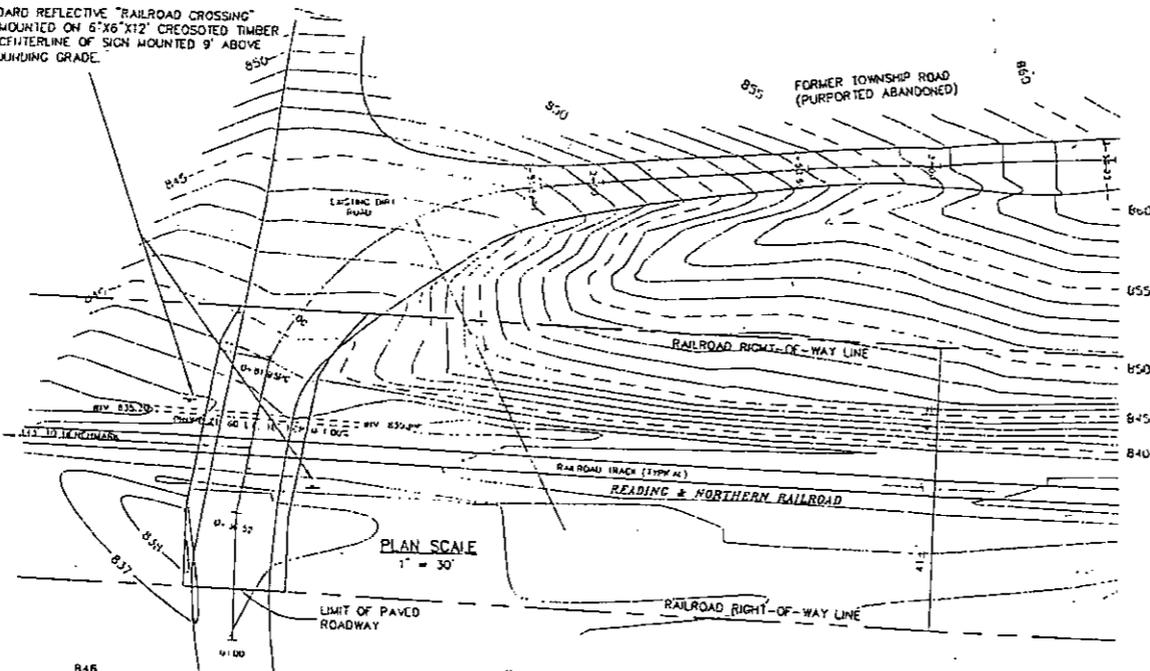
RECEIVED SEP 11 1999

Checking - PNB

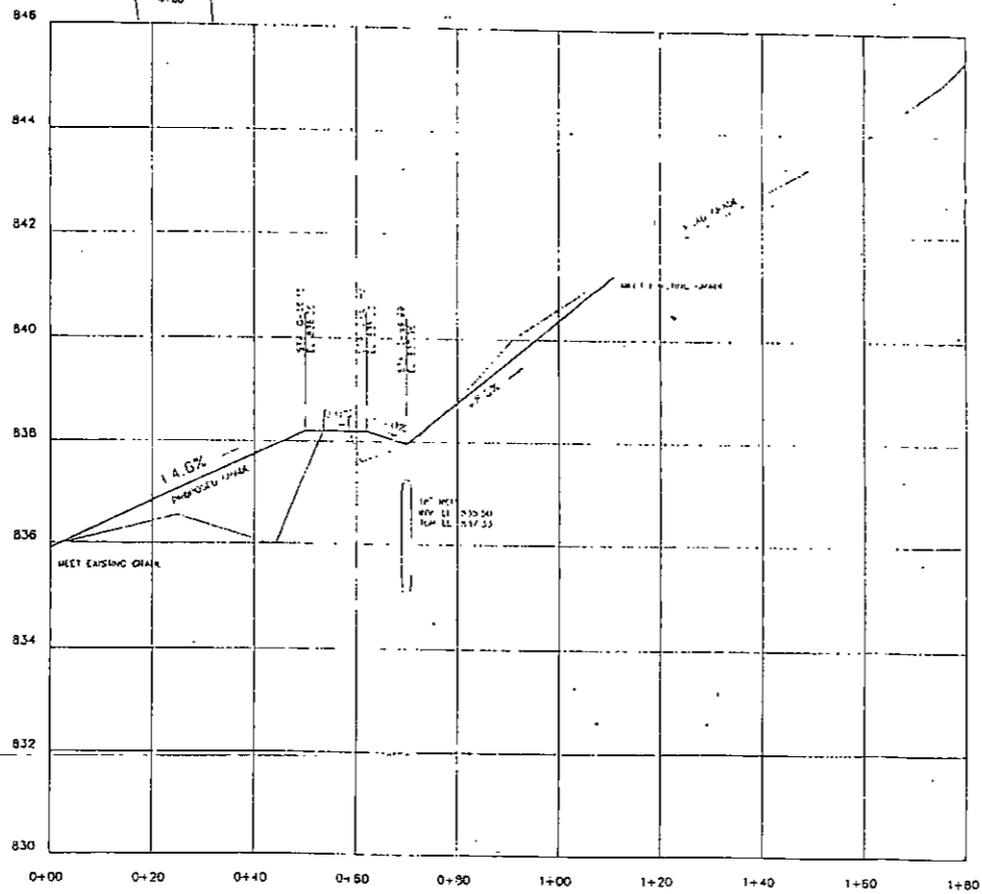
LEASE 99-00238

100.00

STANDARD REFLECTIVE "RAILROAD CROSSING"
 SIGN MOUNTED ON 6"X6"X12" CREOSOTED TIMBER
 WITH CENTERLINE OF SIGN MOUNTED 9' ABOVE
 SURROUNDING GRADE.



PLAN SCALE
 1" = 30'

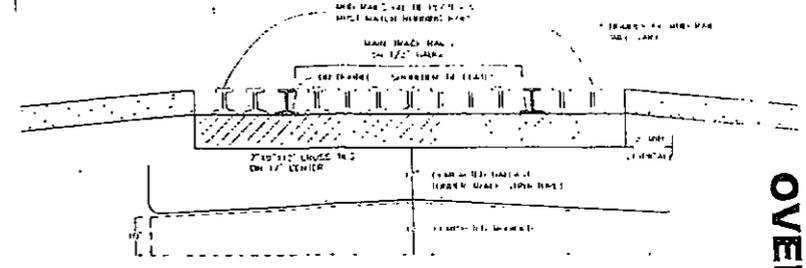


ROAD PROFILE
 SCALE: HORIZ: 1" = 20'

Reading CE Ex 4

JUN 09 2008

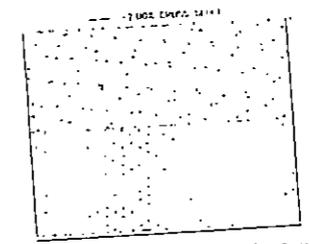
C-20078020
 Mbg JK



CROSSING DETAIL
 NOT TO SCALE

* RAIL BALLAST SHALL BE INTERLOCKED
 AND SPICES PERMITTED

* RAIL TIES SHALL BE THE SAME OR
 LARGER THAN EXISTING RAIL
 TIES (12" X 6")



LOOKING NORTH
 TYPICAL ROADWAY SECTION
 (WITHIN RAILROAD RIGHT-OF-WAY)
 NOT TO SCALE

NOTES

- RAILROAD BALLAST SHALL CONFORM TO CONRAIL SPEC. SPEC #4
- ALL WOOD TIMBERS SHALL BE TREATED WITH CREOSOTE IN ACCORDANCE WITH A.R.E.A. PRACTICES.
- MUD RAILS SHALL BE SPIKED OVER "NIPPED" IR PLATES AT A MINIMUM OF 2 SPIKES PER RAIL PER TIC.
- GEOTEXTILE MATERIAL SHALL CONFORM TO CARBONACE MILLS FX - 140 HS, OR APPROVED EQUAL.
- NO PROPERTY LINES WERE ESTABLISHED AT THE TIME OF THE SURVEY. PROPERTY OWNERSHIP INFORMATION WAS SUPPLIED BY BLACKWOOD, INC. AND READING & NORTHERN RAILROAD. THIS IS NOT A PROPERTY SURVEY AND IS NOT TO BE CONSTRUED AS SUCH.
- BENCHMARK - NAIL SET IN TIE = ELEVATION 836.58 (U.S.C.S. INTERPOLATED)

RECEIVED
 2008 JUN 30 AM 10:01
 PA PUC
 SECRETARY'S BUREAU

OVER SIZED DOCUMENTS

PLAN	
PROPOSED ROADWAY CROSSING OF READING & NORTHERN RAILROAD FOR BLACKWOOD, INC. REILLY TOWNSHIP, SCHUYLKILL COUNTY, PENNSYLVANIA	
SCALE: AS NOTED	DATE: SEPTEMBER 23,
ROBERT H. PILIGIAN, PROFESSIONAL LAND SURVEYOR PA # SU-42307 415 OAKWOOD DRIVE, WHITEHALL, PA 18052 (610) 821-6884	

Reading CEE x 5
JUN 09 2008 C-2007 8020 Hlygr

READING BLUE MOUNTAIN & NORTHERN RAILROAD COMPANY

SIDETRACK AGREEMENT OFF RAILROAD PROPERTY

THIS AGREEMENT ("Agreement"), made and effective as of October 1, 1998, by and between **READING BLUE MOUNTAIN AND NORTHERN RAILROAD COMPANY (RBMN)**, a Pennsylvania Corporation, **P.O. BOX 218, PORT CLINTON, PA 19549**, and **BLACKWOOD INC.** with offices at 5824 Gordon Nagle Trail, Pottsville, PA 17901, ("Industry").

WHEREAS, Industry has requested track facilities at Blackwood, Schuylkill County, Pennsylvania, described as follows:

580 RBZ

A new industrial sidetrack consisting of about ~~520~~ feet of track with a point of switch located on the Tremont Branch, MP 8.18 ± in accordance with "Addendum B" and "Exhibit A," such track facilities and the underlying right-of-way being collectively referred to as the "Sidetrack."

NOW, THEREFORE, the parties intending to be legally bound, agree as follows:

Section 1. Term

1.1 This Agreement shall continue in force until terminated by either party, with or without cause, on thirty (30) days prior written notice to the other party. In the event RBMN is unable to locate Industry, such notice may be posted on or near the Sidetrack and this Agreement shall terminate thirty (30) days after such posting. If RBMN, in accordance with applicable law, abandons or otherwise discontinues service over the rail line that connects with the involved Sidetrack, this Agreement shall terminate automatically on the effective date of any such abandonment or discontinuance. Any obligation assumed and any liability which may have arisen or been incurred by either party shall survive termination of this Agreement.

1.2 Upon termination of this Agreement, RBMN shall have the right, but not the obligation, to remove the switch connection and any portion or all of the Sidetrack on its property and to enter upon property leased to or owned, controlled or maintained by Industry and remove any and all material owned by RBMN.

1.3 Until terminated, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns, but Industry shall not assign or otherwise transfer this Agreement without the written consent of RBMN.

Section 2. Construction and Maintenance

2.1 Industry, at its sole cost and expense, shall:

- (i) Provide all necessary right-of-way beyond RBMN's property line;
- (ii) Comply with all requirements of, and obtain all consents required by, public authorities regarding the Sidetrack;
- (iii) Erect and maintain fences and highway-railroad grade crossing protection devices required by public authorities; and
- (iv) Keep the Sidetrack free of all hazardous materials and obstructions, and, as necessary, repair, maintain, replace, renew and remove the portion of the Sidetrack located between points B and C, about 520 ft., as indicated on Exhibit A, so as to safely accommodate all railcars shipped or received by Industry.

2.2 RBMN shall perform the following:

- (i) Maintain that portion of the Sidetrack located between points A and B, and C and D about 25 ft., as indicated on Exhibit A, so as to safely accommodate all railcars moving to and from Industry's facility.

2.3 The Sidetrack shall be maintained to a minimum of Federal Railroad Administration Class II Track Standards. Notwithstanding any provision of Section 2.1, Industry shall be subject to RBMN's Tariff Maintenance Charge for Industrial Switch Connections, attached as "Exhibit B" and all reissues and supplements thereto, wherein the word "owner" shall mean Industry.

2.4 The parties recognize that some public authorities may not have jurisdiction over Industry as to clearances, bridges or highway-railroad crossings affecting the Sidetrack and such bodies may direct RBMN to take actions regarding such matters. Any expense incurred by RBMN in complying with such directions shall be billed to Industry, which shall reimburse RBMN. This Section 2.4 shall survive termination of this agreement.

Section 3. Ownership

The rails, ties, and fittings in the Sidetrack shall be owned as follows:

- (i) That portion of the Sidetrack located between points A and B, and C and D about 25 ft. each, as indicated on Exhibit A, shall be owned by RBMN;
- (ii) That portion of the Sidetrack between points B and C, about 520 ft., as indicated on Exhibit A, shall be owned by the Industry.

Section 4. Use

4.1 RBMN shall have the right to use the Sidetrack, but may not unreasonably interfere with the use thereof by Industry.

4.2 Neither party hereto shall permit or authorize the use of the Sidetrack by, or for the benefit of, any other person, firm or corporation not a party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the preceding sentence, RBMN retains the right to construct and use additional switch connections on that portion of the Sidetrack located on RBMN's property when such additional sidetracks may be necessary in the conduct of its business.

4.3 The parties shall comply with (i) all applicable federal, state, and local laws, rules, regulations or orders pertaining to shipments originating or terminating on the Sidetrack and (ii) RBMN's Technical Specifications for Industrial Sidetrack.

4.4 Industry shall not grant or otherwise authorize any rights to establish vehicular or pedestrian grade crossings over the Sidetrack without the prior written consent of RBMN.

4.5 RBMN may enter upon Industry's property for the purpose of inspecting, repairing, or operating over the Sidetrack, but RBMN shall have no duty or obligation to engage in such activities.

Section 5. Changes

Industry shall not make any changes in the Sidetrack without the prior written consent of RBMN. Changes in the Sidetrack necessary to comply with the requirements of a public authority shall, following receipt of written notice from RBMN, be made by Industry at its sole expense. If RBMN incurs any expense in connection with any such change, such expense shall be billed to Industry, which shall reimburse RBMN.

Section 6. Clearances

Industry shall not construct or permit any obstruction over the Sidetrack less than the statutory limit or 23' above top of rail, whichever is greater, or alongside thereof less than the statutory limit or 8'6" from center of track, whichever is greater (and with the necessary additional clearances on curves), without the prior written approval of RBMN and any public authority having jurisdiction. Such minimum clearances may be changed by RBMN to meet legal requirements and Industry shall, at its sole expense, upon notice from RBMN, make such changes in the Sidetrack as may be necessary.

Section 7. Liability

7.1 Except as otherwise provided in Section 7.2, responsibility for Claims (as defined in Section 7.5) as between the parties shall be borne as follows:

(i) RBMN shall be responsible for Claims arising from RBMN's and its directors', officers', employees', agents', contractors', or subsidiaries' negligence, and from RBMN's failure to comply with its obligations under this Agreement when such failure is a contributing cause to such Claims;

(ii) Industry shall be responsible for Claims arising from Industry's and its directors', officers', employees', agents', contractors', or subsidiaries' negligence, and from Industry's failure to comply with its obligations under this Agreement when such failure is a contributing cause to such Claims;

(iii) The parties shall share in proportion to their respective degrees of responsibility for all Claims arising from their and their directors', officers', employees', agents', contractors', or subsidiaries' joint or concurring negligence or failure to comply with their respective obligations under this Agreement when any such failure is a contributing cause to such Claims. If RBMN is subjected to any Claims under the Federal Employers' Liability Act ("FELA") based on the allegation that RBMN failed, in respect to the portion of the Sidetrack leased to or owned, controlled or maintained by Industry, to provide a safe place to work or failed to correct or guard against an unsafe condition, the standards of negligence and causality established by FELA shall be applied in determining whether such Claims arose from the individual, joint or concurring negligence of Industry and its directors, officers, employees, agents, subsidiaries and contractors.

(iv) Each party shall be responsible for Claims arising from the presence of trespassers, vandals or other unauthorized persons on the portion of the Sidetrack leased to or owned, controlled, or maintained by it.

7.2 Except where claims result from RBMN's gross negligence or willful and wanton misconduct, Industry shall be responsible for Claims arising from any nonstandard conditions, now or hereafter existing, irrespective of any ordinary negligence on the part of RBMN, including without limitation the following nonstandard conditions: NONE.

7.3 The negligence of any tenant, invitee, licensee or grantee of Industry occurring on property leased to or owned, controlled or maintained by Industry shall be deemed the negligence of Industry. For purposes of this Section 7.3, RBMN shall not be considered to be a tenant, invitee, licensee or grantee of Industry.

7.4 Except as otherwise provided in Section 7.1, the party which is responsible for any claim shall release the other party from all responsibility for such Claims and shall defend, indemnify, protect, and save harmless the other party and its directors, officers, agents, and employees from and against all such Claims. Industry and RBMN waive any

constitutional, statutory, or decisional immunity, which would invalidate Industry's, or RBMN's obligation to indemnify the other party with respect to Claims asserted by employees of Industry and RBMN.

7.5 The word "Claims" as used in this Section 7 shall mean all claims, liabilities, demands, actions at law and equity, judgments, settlements, losses, damages, and expenses of every character (including, without limitation, attorneys' fees) for any injury to or death of any person or persons, for any damage to or loss or destruction of property of any kind, and for any damage to the environment, caused by, arising out of or occurring in connection with the construction, use, maintenance, replacement, presence or removal of the Sidetrack. Except as may otherwise be specifically set forth in this Agreement, neither party shall be liable for consequential damages under this Agreement.

Section 8. Discontinuance

RBMN shall not be responsible for any loss or damage sustained by Industry as a consequence of any temporary or permanent elimination of the Sidetrack, or service thereon, due to circumstances beyond RBMN's reasonable control. RBMN may suspend rail service in the event Industry breaches any of the covenants in this Agreement, and such suspension may continue until such breach is remedied.

Section 9. Payment

9.1 All payments called for under this Agreement shall be made by Industry within thirty (30) days after receipt of bills. The records of Industry relating to payments due under this Agreement shall be open for inspection by RBMN at all reasonable business hours.

9.2 Except for payments required by Section 2.3., all bills rendered by RBMN shall include direct labor and material costs, together with surcharges for fringe benefits, overheads, material handling costs, and equipment rentals at rates specified by RBMN.

9.3 If RBMN performs any work or satisfies any responsibility or liability which under this Agreement Industry is obligated to perform or satisfy, Industry shall reimburse RBMN for all costs and expenses in accordance with this Section.

Section 10. General Provisions

10.1 A determination that any term, covenant, obligation or condition of this Agreement is invalid or unenforceable to any extent shall not affect the validity or enforceability of any other part of this Agreement.

10.2 This Agreement shall be governed by the laws of the state in which the Sidetrack is located.

10.3 This Agreement is for the exclusive benefit of the parties and not for the benefit of any other party. Nothing contained in this Agreement shall be construed as conferring upon any other party the rights of a third party beneficiary or any right of such other party to recover by way of damages or otherwise against RBMN or Industry.

10.4 The headings in each section of this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

10.5 This Agreement contains the entire agreement of the parties and supercedes any prior written or oral understandings, agreements or representations of any kind between the parties.

10.6 The terms, conditions and provisions of this Agreement may not be changed, modified, amended, waived or discharged except by an instrument in writing signed by the parties hereto.

10.7 All words, terms, and phrases used in this Agreement shall be construed in accordance with their generally applicable meaning in the railroad industry.

10.8 The provisions of any exhibit or addendum to this Agreement shall be deemed a part hereof.

10.9 Every notice, approval, consent, or other communication desired or required under this Agreement shall be effective only if the same shall be in writing and sent postage prepaid by overnight courier or United States registered or certified mail (or a similar mail service available at the time), and when directed to RBMN, it shall be addressed to the General Manager, and when directed to Industry, it shall be sent to the address listed for Industry in the preamble of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

WITNESS:

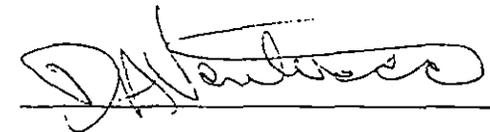
READING BLUE MOUNTAIN &
NORTHERN RAILROAD COMPANY

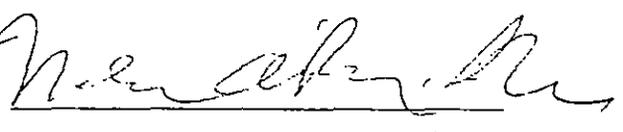


BY:  _____

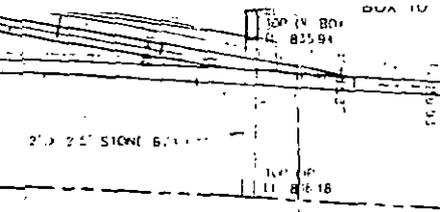
WITNESS:

BLACKWOOD INC.



BY: 

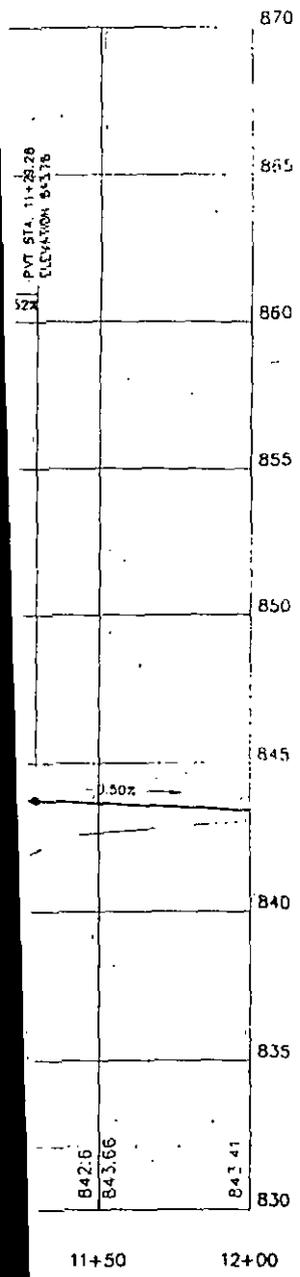
OVER SIZED DOCUMENTS



TO SILVERTON

POINT OF SWITCH
 MAIN TRACK: 12+86.53 =
 PROPOSED SIDING: 11+99.61
 PROPOSED #10 A.R.E.A.
 TURNOUT

RECEIVED
 2008 JUN 30 AM 10:01
 PA PUC
 SECRETARY'S BUREAU



NOTES

1. RAILROAD BALLAST SHALL CONFORM TO CONRAIL SIZE 4.
2. ALL WOOD TIMBERS SHALL BE TREATED WITH CREOSOTE IN ACCORDANCE WITH A.R.E.A. PRACTICES.
3. GEOTEXTILE MATERIAL SHALL BE CARTHAGE MILLS FX-140 HS, OR APPROVED EQUAL.
4. NO PROPERTY LINES WERE ESTABLISHED AT THE TIME OF THE SURVEY. PROPERTY OWNERSHIP INFORMATION WAS SUPPLIED BY BLACKWOOD, INC. AND READING & NORTHERN RAILROAD. THIS IS NOT A PROPERTY SURVEY AND IS NOT TO BE CONSTRUED AS SUCH.
5. BENCHMARK - NAIL SET IN TIE = ELEVATION 836.58 (U.S.G.S. INTERPOLATED)

BILL OF MATERIALS

(2) #10 A.R.E.A. TURNOUTS
 1,199 L.F. OF TRACK
 40,072 CUBIC YARDS OF CUT
 1064 L.F. 6' HIGH "JERSEY BARRIER"

Done, sign off ???
Done
Cons

<i>ok</i> PLAN	
PROPOSED SIDING OF READING & NORTHERN RAILROAD FOR BLACKWOOD, INC. REILLY TOWNSHIP, SCHUYLKILL COUNTY, PENNSYLVANIA	
SCALE: AS SHOWN	DATE: OCTOBER 1, 1998
ROBERT H. PILIGIAN, PROFESSIONAL LAND SURVEYOR PA# SU-42307-E 415 OAKWOOD DRIVE, WHITEHALL, PA 18052 (610) 821-8884	

REVISED: OCTOBER 10, 1998

9804-2

JUN 09 2008
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EXHIBIT
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JUN 09 2008
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Reading CE Ex 7

OVER SIZED DOCUMENTS

READING & NORTHERN RAILROAD

2002 Regional Railroad of the Year

1 Railroad Blvd., P.O. Box 218, Port Clinton, PA 19549

Phone: 610-562-2100 Fax: 610-562-1920 www.READINGNORTHERN.com

Reading CE Ex 8
JUN 09 2008

*C-20078020
Mbg TX*

1/12/07

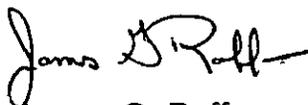
Mr. Nolan Perin
President
Blackwood, Inc.
P.O. Box 639
Wind Gap, PA 18091

Dear Mr. Perin,

We are in receipt of your letter dated 1/10/07.

In reviewing your documentation, we find nothing supportive or indicating that Blackwood, Inc. has any right to cross on or over our rail line near Blackwood. Accordingly, Reading & Northern Railroad will not permit the construction of a crossing at your location.

Sincerely,



James G. Raffa
VP Real Estate

RECEIVED
2008 JUN 30 AM 10:01
PA PUC
SECRETARY'S BUREAU

"The Best Practice"

SERVING OUR CUSTOMERS AND THE ENVIRONMENT

**U.S. DOT - CROSSING INVENTORY INFORMATION
AS OF 11/19/2007**

Crossing No.: **592007F** Update Reason: **Changed Crossing** Effective Begin-Date of Record: **01/24/05**
 Railroad: **RBM Reading Blue Mountain & Northern RR Commision [RBM
N** **Current Record**
 Initiating Agency **Railroad** Type and Position: **Private At Grade**

Part I Location and Classification of Crossing

Division:	READING	State:	PA
Subdivision:		County:	SCHUYLKILL
Branch or Line Name:	TREMONT	City:	Near TREMONT
Railroad Milepost:	0010.24	Street or Road Name:	BLACKWOOD
RailRoad I.D. No.:	130350	Highway Type & No.:	T567
Nearest RR Timetable Str:		HSR Corridor ID:	
Parent Railroad:		County Map Ref. No.:	53
Crossing Owner:		Latitude:	40.3430140
ENS Sign Installed:		Longitude:	-76.1404110
Passenger Service:	None	Lat/Long Source:	
Avg Passenger Train Count:	0	Quiet Zone:	No
Adjacent Crossing with Separate Number:			

Private Crossing Information:

Category:	Industrial	Public Access:	No
No signs or signals	Specify Signs:	Specify Signals:	

ST/RR A	ST/RR B	ST/RR C	ST/RR D
---------	---------	---------	---------

Railroad Use:

State Use:

Narrative:

Emergency Contact: **(610)562-4784** Railroad Contact: **(610)562-2100** State Contact: **(717)787-7311**

Part II Railroad Information

Number of Daily Train Movements:	Less Than One Movement Per Day:	No
Total Trains: 1 Total Switching: 0	Day Thru: 1	
Typical Speed Range Over Crossing: From 5 to 10 mph	Maximum Time Table Speed:	25
Type and Number of Tracks: Main: 1 Other: 0	Specify:	
Does Another RR Operate a Separate Track at Crossing?		No
Does Another RR Operate Over Your Track at Crossing?		No

U.S. DOT - CROSSING INVENTORY INFORMATION

Crossing **592007F**

Continued

Effective Begin-Date of Record: **01/24/05**

Current Record

Part III: Traffic Control Device Information

Signs:

Crossbucks:	2	Highway Stop Signs:	0
Advanced Warning:	No	Hump Crossing Sign:	
Pavement Markings:	No Markings	Other Signs:	2 Specify: OTHRSTPSGN
			0

Train Activated Devices:

Gates:	0	4 Quad or Full Barrier:	0
Mast Mounted FL:	0	Total Number FL Pairs:	0
Cantilevered FL (Over):	0	Cantilevered FL (Not over):	0
Other Flashing Lights:	0	Specify Other Flashing Lights:	
Highway Traffic Signals:	0	Wigwags:	0 Bells: 0
Other Train Activated Warning Devices:		Special Warning Devices Not Train Activated:	
Channelization:		Type of Train Detection:	None
Track Equipped with Train Signals?	No	Traffic Light Interconnection/Preemption:	N/A

Part IV: Physical Characteristics

Type of Development:	Industrial	Smallest Crossing Angle:	60 to 90 Degrees
Number of Traffic Lanes Crossing Railroad:	1	Are Truck Pullout Lanes Present?	No
Is Highway Paved?	No	If Other:	
Crossing Surface:	UnConsolidated	Is it Signalized?	No
Nearby Intersecting Highway?	N/A	Is Crossing Illuminated?	No
Does Track Run Down a Street?	No		
Is Commercial Power Available?	Yes		

Part V: Highway Information

Highway System:	Other FA Highway - Not NHS	Functional Classification of Road at Crossing:	Rural Local
Is Crossing on State Highway System:	No	AADT Year:	1988
Annual Average Daily Traffic (AADT):	000040	Avg. No of School Buses per Day:	0
Estimated Percent Trucks:	01		
Posted Highway Speed:	0		

**U.S. DOT - CROSSING INVENTORY INFORMATION
AS OF 11/19/2007**

Crossing No.: **592007F** Update Reason: **Changed Crossing** Effective Begin-Date of Record: **07/18/03**
 Railroad: **RBM Reading Blue Mountain & Northern RR Commision [RBM** End-Date of Record: **01/23/05**
 N
 Initiating Agency **State** Type and Position: **Private At Grade**

Part I Location and Classification of Crossing

Division:	HARRISBURG	State:	PA
Subdivision:		County:	SCHUYLKILL
Branch or Line Name:	TREMONT	City:	Near TREMONT
Railroad Milepost:	0010.24	Street or Road Name:	BLACKWOOD
RailRoad I.D. No.:	130350	Highway Type & No.:	T567
Nearest RR Timetable Stn:		HSR Corridor ID:	
Parent Railroad:		County Map Ref. No.:	53
Crossing Owner:		Latitude:	40.3430140
ENS Sign Installed:		Longitude:	-76.1404110
Passenger Service:	None	Lat/Long Source:	
Avg Passenger Train Count:	0	Quiet Zone:	
Adjacent Crossing with Separate Number:			

Private Crossing Information:

Category:	Recreational	Public Access:	No
No signs or signals	Specify Signs:	Specify Signals:	

ST/RR A	ST/RR B	ST/RR C	ST/RR D
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Railroad Use:

State Use:

Narrative:

Emergency Contact: **(610)562-4784** Railroad Contact: **(610)562-2100** State Contact: **(717)787-7311**

Part II Railroad Information

Number of Daily Train Movements:	Less Than One Movement Per Day:	No
Total Trains: 1 Total Switching: 0	Day Thru: 1	
Typical Speed Range Over Crossing: From 5 to 10 mph	Maximum Time Table Speed:	25
Type and Number of Tracks: Main: 1 Other: 0	Specify:	
Does Another RR Operate a Separate Track at Crossing?		No
Does Another RR Operate Over Your Track at Crossing?		No

U.S. DOT - CROSSING INVENTORY INFORMATION

Crossing **592007F**

Continued

Effective Begin-Date of Record: **07/18/03**

End-Date of Record: **01/23/05**

Part III: Traffic Control Device Information

Signs:

Crossbucks:	2	Highway Stop Signs:	0
Advanced Warning:	No	Hump Crossing Sign:	
Pavement Markings:	No Markings	Other Signs:	2 Specify: OTHRSTPSGN
			0

Train Activated Devices:

Gates:	0	4 Quad or Full Barrier:	
Mast Mounted FL:	0	Total Number FL Pairs:	0
Cantilevered FL (Over):	0	Cantilevered FL (Not over):	0
Other Flashing Lights:	0	Specify Other Flashing Lights:	
Highway Traffic Signals:	0	Wigwags:	0 Bells: 0
Other Train Activated Warning Devices:		Special Warning Devices Not Train Activated:	
Channelization:		Type of Train Detection:	None
Track Equipped with Train Signals?	No	Traffic Light Interconnection/Preemption:	N/A

Part IV: Physical Characteristics

Type of Development:	Industrial	Smallest Crossing Angle:	60 to 90 Degrees
Number of Traffic Lanes Crossing Railroad:	1	Are Truck Pullout Lanes Present?	No
Is Highway Paved?	No	If Other:	
Crossing Surface:	UnConsolidated	Is it Signalized?	No
Nearby Intersecting Highway?	N/A	Is Crossing Illuminated?	No
Does Track Run Down a Street?	No		
Is Commercial Power Available?	Yes		

Part V: Highway Information

Highway System:	Other FA Highway - Not NHS	Functional Classification of Road at Crossing:	Rural Local
Is Crossing on State Highway System:	No	AADT Year:	1988
Annual Average Daily Traffic (AADT):	000040	Avg. No of School Buses per Day:	0
Estimated Percent Trucks:	01		
Posted Highway Speed:	0		

**U.S. DOT - CROSSING INVENTORY INFORMATION
AS OF 11/19/2007**

Crossing No.: **592007F** Update Reason: **Changed Crossing** Effective Begin-Date of Record: **01/01/96**
 Railroad: **RBM Reading Blue Mountain & Northern RR Commision [RBM
N** End-Date of Record: **07/17/03**
 Initiating Agency **Railroad** Type and Position: **Public At Grade**

Part I Location and Classification of Crossing

Division:	HARRISBURG	State:	PA
Subdivision:		County:	SCHUYLKILL
Branch or Line Name:	TREMONT	City:	Near TREMONT
Railroad Milepost:	0010.24	Street or Road Name:	BLACKWOOD
RailRoad I.D. No.:	130350	Highway Type & No.:	T567
Nearest RR Timetable Str:		HSR Corridor ID:	
Parent Railroad:		County Map Ref. No.:	53
Crossing Owner:		Latitude:	40.3430140
ENS Sign Installed:		Longitude:	-76.1404110
Passenger Service:		Lat/Long Source:	
Avg. Passenger Train Count:	0	Quiet Zone:	
Adjacent Crossing with Separate Number:			

Private Crossing Information:

Category: _____ Public Access: _____
 Specify Signs: _____ Specify Signals: _____

	ST/RR A	ST/RR B	ST/RR C	ST/RR D
Railroad Use:				
State Use:				
Narrative:				

Emergency Contact: **(610)562-4784** Railroad Contact: **(610)562-2100** State Contact: **(717)787-7311**

Part II Railroad Information

Number of Daily Train Movements: Less Than One Movement Per Day: **No**
 Total Trains: **1** Total Switching: **0** Day Thru: **1**
 Typical Speed Range Over Crossing: **From 5 to 10 mph** Maximum Time Table Speed: **25**
 Type and Number of Tracks: Main: **1** Other: **0** Specify: _____
 Does Another RR Operate a Separate Track at Crossing? **No**
 Does Another RR Operate Over Your Track at Crossing? **No**

U.S. DOT - CROSSING INVENTORY INFORMATION

Crossing **592007F**

Continued

Effective Begin-Date of Record: **01/01/96**

End-Date of Record: **07/17/03**

Part III: Traffic Control Device Information

Signs:

Crossbucks:	2	Highway Stop Signs:	0	
Advanced Warning:	No	Hump Crossing Sign:		
Pavement Markings:	No Markings	Other Signs:	2	Specify: OTHRSTPSGN
			0	

Train Activated Devices:

Gates:	0	4 Quad or Full Barrier:	0	
Mast Mounted FL:	0	Total Number FL Pairs:	0	
Cantilevered FL (Over):	0	Cantilevered FL (Not over):	0	
Other Flashing Lights:	0	Specify Other Flashing Lights:		
Highway Traffic Signals:	0	Wigwags:	0	Bells: 0
Other Train Activated Warning Devices:		Special Warning Devices Not Train Activated:		
Channelization:		Type of Train Detection:	None	
Track Equipped with Train Signals?	No	Traffic Light Interconnection/Preemption:		

Part IV: Physical Characteristics

Type of Development:	Industrial	Smallest Crossing Angle:	60 to 90 Degrees	
Number of Traffic Lanes Crossing Railroad:	1	Are Truck Pullout Lanes Present?	No	
Is Highway Paved?	No	If Other:		
Crossing Surface:	UnConsolidated	Is it Signalized?		
Nearby Intersecting Highway?	N/A	Is Crossing Illuminated?		
Does Track Run Down a Street?	No			
Is Commercial Power Available?	Yes			

Part V: Highway Information

Highway System:	Other FA Highway - Not NHS	Functional Classification of Road at Crossing:	Rural Local	
Is Crossing on State Highway System:	No	AADT Year:	1988	
Annual Average Daily Traffic (AADT):	000040	Avg. No of School Buses per Day:	0	
Estimated Percent Trucks:	01			
Posted Highway Speed:	0			

**U.S. DOT - CROSSING INVENTORY INFORMATION
AS OF 11/19/2007**

Crossing No.: **592007F** Update Reason: **Changed Crossing** Effective Begin-Date of Record: **12/06/94**
 Railroad: **RBM Reading Blue Mountain & Northern RR Commision [RBM
N** End-Date of Record: **12/31/95**
 Initiating Agency **Railroad** Type and Position: **Public At Grade**

Part I Location and Classification of Crossing

Division:	HARRISBURG	State:	PA
Subdivision:		County:	SCHUYLKILL
Branch or Line Name:	TREMONT	City:	Near TREMONT
Railroad Milepost:	0010.24	Street or Road Name:	BLACKWOOD
RailRoad I.D. No.:	130350	Highway Type & No.:	T567
Nearest RR Timetable Stn:		HSR Corridor ID:	
Parent Railroad:		County Map Ref. No.:	53
Crossing Owner:		Latitude:	40.3430140
ENS Sign Installed:		Longitude:	-76.1404110
Passenger Service:		Lat/Long Source:	
Avg Passenger Train Count:	0	Quiet Zone:	
Adjacent Crossing with Separate Number:			

Private Crossing Information:

Category:	Public Access:		
Specify Signs:	Specify Signals:		
ST/RR A	ST/RR B	ST/RR C	ST/RR D

Railroad Use:

State Use:

Narrative:

Emergency Contact:

Railroad Contact:

State Contact:

Part II Railroad Information

Number of Daily Train Movements:	Less Than One Movement Per Day:	No
Total Trains: 1	Day Thru: 1	
Total Switching: 0	Maximum Time Table Speed:	25
Typical Speed Range Over Crossing: From 5 to 10 mph	Specify:	
Type and Number of Tracks: Main: 1 Other 0		
Does Another RR Operate a Separate Track at Crossing?		No
Does Another RR Operate Over Your Track at Crossing?		No

U.S. DOT - CROSSING INVENTORY INFORMATION

Crossing **592007F**

Continued

Effective Begin-Date of Record: **12/06/94**

End-Date of Record: **12/31/95**

Part III: Traffic Control Device Information

Signs:

Crossbucks:	2	Highway Stop Signs:	0
Advanced Warning:	No	Hump Crossing Sign:	
Pavement Markings:	No Markings	Other Signs:	2 Specify: OTHRSTPSGN
			0

Train Activated Devices:

Gates:	0	4 Quad or Full Barrier:	
Mast Mounted FL:	0	Total Number FL Pairs:	0
Cantilevered FL (Over):	0	Cantilevered FL (Not over):	0
Other Flashing Lights:	0	Specify Other Flashing Lights:	
Highway Traffic Signals:	0	Wigwags:	0 Bells: 0
Other Train Activated Warning Devices:		Special Warning Devices Not Train Activated:	
Channelization:		Type of Train Detection:	None
Track Equipped with Train Signals?	No	Traffic Light Interconnection/Preemption:	

Part IV: Physical Characteristics

Type of Development:	Industrial	Smallest Crossing Angle:	60 to 90 Degrees
Number of Traffic Lanes Crossing Railroad:	1	Are Truck Pullout Lanes Present?	No
Is Highway Paved?	No		
Crossing Surface:	UnConsolidated	If Other:	
Nearby Intersecting Highway?	N/A	Is it Signalized?	
Does Track Run Down a Street?	No	Is Crossing Illuminated?	
Is Commercial Power Available?	Yes		

Part V: Highway Information

Highway System:	Other FA Highway - Not NHS	Functional Classification of Road at Crossing:	Rural Local
Is Crossing on State Highway System:	No		
Annual Average Daily Traffic (AADT):	000040	AADT Year:	1988
Estimated Percent Trucks:	01	Avg. No of School Buses per Day:	0
Posted Highway Speed:	0		

**U.S. DOT - CROSSING INVENTORY INFORMATION
AS OF 11/19/2007**

Crossing No.: **592007F** Update Reason: **Changed Crossing** Effective Begin-Date of Record: **04/01/88**
 Railroad: **CR Consolidated Rail Corp. [CR]** End-Date of Record: **12/05/94**
 Initiating Agency **State** Type and Position: **Public At Grade**

Part I Location and Classification of Crossing

Division:	EASTERN	State:	PA
Subdivision:	HARRISBURG	County:	SCHUYLKILL
Branch or Line Name:	TREMONT	City:	Near TREMONT
Railroad Milepost:	0010.24	Street or Road Name:	BLACKWOOD
RailRoad I.D. No.:	130350	Highway Type & No.:	T567
Nearest RR Timetable Stn:		HSR Corridor ID:	
Parent Railroad:		County Map Ref. No.:	53
Crossing Owner:		Latitude:	40.3430140
ENS Sign Installed:		Longitude:	-76.1404110
Passenger Service:		Lat/Long Source:	
Avg Passenger Train Count:	0	Quiet Zone:	
Adjacent Crossing with Separate Number:			

Private Crossing Information:

Category:	Public Access:		
Specify Signs:	Specify Signals:		
ST/RR A	ST/RR B	ST/RR C	ST/RR D

Railroad Use:

State Use:

Narrative:

Emergency Contact:

Railroad Contact:

State Contact:

Part II Railroad Information

Number of Daily Train Movements:	Less Than One Movement Per Day:	No
Total Trains: 1 Total Switching: 0	Day Thru: 1	
Typical Speed Range Over Crossing: From 5 to 10 mph	Maximum Time Table Speed:	25
Type and Number of Tracks: Main: 1 Other: 0	Specify:	
Does Another RR Operate a Separate Track at Crossing?		No
Does Another RR Operate Over Your Track at Crossing?		No

U.S. DOT - CROSSING INVENTORY INFORMATION

Crossing **592007F**

Continued

Effective Begin-Date of Record: **04/01/88**

End-Date of Record: **12/05/94**

Part III: Traffic Control Device Information

Signs:

Crossbucks:	2	Highway Stop Signs:	0
Advanced Warning:	No	Hump Crossing Sign:	
Pavement Markings:	No Markings	Other Signs:	2 Specify: OTHRSTPSGN
			0

Train Activated Devices:

Gates:	0	4 Quad or Full Barrier:	
Mast Mounted FL:	0	Total Number FL Pairs:	0
Cantilevered FL (Over):	0	Cantilevered FL (Not over):	0
Other Flashing Lights:	0	Specify Other Flashing Lights:	
Highway Traffic Signals:	0	Wigwags:	0 Bells: 0
Other Train Activated Warning Devices:		Special Warning Devices Not Train Activated:	
Channelization:		Type of Train Detection:	None
Track Equipped with Train Signals?	No	Traffic Light Interconnection/Preemption:	

Part IV: Physical Characteristics

Type of Development:	Industrial	Smallest Crossing Angle:	60 to 90 Degrees
Number of Traffic Lanes Crossing Railroad:	1	Are Truck Pullout Lanes Present?	No
Is Highway Paved?	No		
Crossing Surface:	UnConsolidated	If Other:	
Nearby Intersecting Highway?	N/A	Is it Signalized?	
Does Track Run Down a Street?	No	Is Crossing Illuminated?	
Is Commercial Power Available?	Yes		

Part V: Highway Information

Highway System:	Other FA Highway - Not NHS	Functional Classification of Road at Crossing:	Rural Local
Is Crossing on State Highway System:	No		
Annual Average Daily Traffic (AADT):	000040	AADT Year:	1988
Estimated Percent Trucks:	01	Avg. No of School Buses per Day:	0
Posted Highway Speed:	0		

U.S. DOT - CROSSING INVENTORY INFORMATION AS OF 11/19/2007

Crossing No.: **592007F** Update Reason: **Changed Crossing** Effective Begin-Date of Record: **08/11/86**
 Railroad: **CR Consolidated Rail Corp. [CR]** End-Date of Record: **03/31/88**
 Initiating Agency **Railroad** Type and Position: **Public At Grade**

Part I Location and Classification of Crossing

Division: EASTERN	State: PA
Subdivision: HARRISBURG	County: SCHUYLKILL
Branch or Line Name: TREMONT	City: Near TREMONT
Railroad Milepost: 0010.24	Street or Road Name: BLACKWOOD
RailRoad I.D. No.: 130350	Highway Type & No.: T567
Nearest RR Timetable Stn:	HSR Corridor ID:
Parent Railroad:	County Map Ref. No.: 53
Crossing Owner:	Latitude: 0.0
ENS Sign Installed:	Longitude: 0.0
Passenger Service:	Lat/Long Source:
Avg Passenger Train Count: 0	Quiet Zone:
Adjacent Crossing with Separate Number:	

Private Crossing Information:

Category:	Public Access:
Specify Signs:	Specify Signals:
ST/RR A ST/RR B ST/RR C ST/RR D	
Railroad Use:	
State Use:	
Narrative:	
Emergency Contact:	Railroad Contact: State Contact:

Part II Railroad Information

Number of Daily Train Movements:	Less Than One Movement Per Day: No
Total Trains: 1 Total Switching: 0	Day Thru: 1
Typical Speed Range Over Crossing: From 5 to 10 mph	Maximum Time Table Speed: 25
Type and Number of Tracks: Main: 1 Other: 0	Specify:
Does Another RR Operate a Separate Track at Crossing? No	
Does Another RR Operate Over Your Track at Crossing? No	

U.S. DOT - CROSSING INVENTORY INFORMATION

Crossing **592007F**

Continued

Effective Begin-Date of Record: **08/11/86**

End-Date of Record: **03/31/88**

Part III: Traffic Control Device Information

Signs:

Crossbucks:	2	Highway Stop Signs:	0
Advanced Warning:	No	Hump Crossing Sign:	
Pavement Markings:	No Markings	Other Signs:	2 Specify: OTHRSTPSGN
			0

Train Activated Devices:

Gates:	0	4 Quad or Full Barrier:	
Mast Mounted FL:	0	Total Number FL Pairs:	0
Cantilevered FL (Over):	0	Cantilevered FL (Not over):	0
Other Flashing Lights:	0	Specify Other Flashing Lights:	
Highway Traffic Signals:	0	Wigwags:	0 Bells: 0
Other Train Activated Warning Devices:		Special Warning Devices Not Train Activated:	
Channelization:		Type of Train Detection:	None
Track Equipped with Train Signals?	No	Traffic Light Interconnection/Preemption:	

Part IV: Physical Characteristics

Type of Development:	Industrial	Smallest Crossing Angle:	60 to 90 Degrees
Number of Traffic Lanes Crossing Railroad:	1	Are Truck Pullout Lanes Present?	No
Is Highway Paved?	No	If Other:	
Crossing Surface:	UnConsolidated	Is it Signalized?	
Nearby Intersecting Highway?	N/A	Is Crossing Illuminated?	
Does Track Run Down a Street?	No		
Is Commercial Power Available?	Yes		

Part V: Highway Information

Highway System:	Non-Federal-aid	Functional Classification of Road at Crossing:	Rural Local
Is Crossing on State Highway System:	No	AADT Year:	
Annual Average Daily Traffic (AADT):	000040	Avg. No of School Buses per Day:	0
Estimated Percent Trucks:	01		
Posted Highway Speed:	0		

U.S. DOT - CROSSING INVENTORY INFORMATION

AS OF 11/19/2007

Crossing No.: **592007F** Update Reason: **Changed Crossing** Effective Begin-Date of Record: **01/02/81**
 Railroad: **CR Consolidated Rail Corp. [CR]** End-Date of Record: **08/10/86**
 Initiating Agency **Railroad** Type and Position: **Public At Grade**

Part I Location and Classification of Crossing

Division: EASTERN	State: PA
Subdivision: HARRISBURG	County: SCHUYLKILL
Branch or Line Name: TREMONT	City: Near TREMONT
Railroad Milepost: 0005.24	Street or Road Name: BLACKWOOD
RailRoad I.D. No.: 1440	Highway Type & No.: T567
Nearest RR Timetable Stn:	HSR Corridor ID:
Parent Railroad:	County Map Ref. No.: 53
Crossing Owner:	Latitude: 0.0
ENS Sign Installed:	Longitude: 0.0
Passenger Service:	Lat/Long Source:
Avg Passenger Train Count: 0	Quiet Zone:
Adjacent Crossing with Separate Number:	

Private Crossing Information:

Category:	Public Access:
Specify Signs:	Specify Signals:
ST/RR A	ST/RR B
ST/RR C	ST/RR D
Railroad Use:	
State Use:	
Narrative:	

Emergency Contact: Railroad Contact: State Contact:

Part II Railroad Information

Number of Daily Train Movements:	Less Than One Movement Per Day: No
Total Trains: 1 Total Switching: 0	Day Thru: 1
Typical Speed Range Over Crossing: From 5 to 10 mph	Maximum Time Table Speed: 25
Type and Number of Tracks: Main: 1 Other: 0	Specify:
Does Another RR Operate a Separate Track at Crossing? No	
Does Another RR Operate Over Your Track at Crossing? No	

U.S. DOT - CROSSING INVENTORY INFORMATION

Crossing **592007F**

Continued

Effective Begin-Date of Record: **01/02/81**

End-Date of Record: **08/10/86**

Part III: Traffic Control Device Information

Signs:

Crossbucks:	2	Highway Stop Signs:	0
Advanced Warning:	No	Hump Crossing Sign:	
Pavement Markings:	No Markings	Other Signs:	2 Specify: OTHRSTPSGN
			0

Train Activated Devices:

Gates:	0	4 Quad or Full Barrier:	
Mast Mounted FL:	0	Total Number FL Pairs:	0
Cantilevered FL (Over):	0	Cantilevered FL (Not over):	0
Other Flashing Lights:	0	Specify Other Flashing Lights:	
Highway Traffic Signals:	0	Wigwags:	0 Bells: 0
Other Train Activated Warning Devices:		Special Warning Devices Not Train Activated:	
Channelization:		Type of Train Detection:	None
Track Equipped with Train Signals?	No	Traffic Light Interconnection/Preemption:	

Part IV: Physical Characteristics

Type of Development:	Industrial	Smallest Crossing Angle:	60 to 90 Degrees
Number of Traffic Lanes Crossing Railroad:	1	Are Truck Pullout Lanes Present?	No
Is Highway Paved?	No	If Other:	
Crossing Surface:	UnConsolidated	Is it Signalized?	
Nearby Intersecting Highway?	N/A	Is Crossing Illuminated?	
Does Track Run Down a Street?	No		
Is Commercial Power Available?	Yes		

Part V: Highway Information

Highway System:	Non-Federal-aid	Functional Classification of Road at Crossing:	Rural Local
Is Crossing on State Highway System:	No	AADT Year:	
Annual Average Daily Traffic (AADT):	000040	Avg. No of School Buses per Day:	0
Estimated Percent Trucks:	01		
Posted Highway Speed:	0		

U.S. DOT - CROSSING INVENTORY INFORMATION AS OF 11/19/2007

Crossing No.: **592007F** Update Reason: **New Crossing** Effective Begin-Date of Record: **01/01/70**
 Railroad: **CR Consolidated Rail Corp. [CR]** End-Date of Record: **01/01/81**
 Initiating Agency **Original** Type and Position: **Public At Grade**

Part I Location and Classification of Crossing

Division: EASTERN	State: PA
Subdivision: HARRISBURG	County: SCHUYLKILL
Branch or Line Name: TREMONT	City: Near TREMONT
Railroad Milepost: 0005.24	Street or Road Name: BLACKWOOD
RailRoad I.D. No.: 1440	Highway Type & No.: T567
Nearest RR Timetable Stn:	HSR Corridor ID:
Parent Railroad:	County Map Ref. No.: 53
Crossing Owner:	Latitude: 0.0
ENS Sign Installed:	Longitude: 0.0
Passenger Service:	Lat/Long Source:
Avg Passenger Train Count: 0	Quiet Zone:
Adjacent Crossing with Separate Number:	

Private Crossing Information:

Category:	Public Access:
Specify Signs:	Specify Signs:
ST/RR A	ST/RR B
ST/RR C	ST/RR D
Railroad Use:	
State Use:	
Narrative:	
Emergency Contact:	Railroad Contact:
	State Contact:

Part II Railroad Information

Number of Daily Train Movements:	Less Than One Movement Per Day: Yes
Total Trains: 0 Total Switching: 0	Day Thru: 0
Typical Speed Range Over Crossing: From 5 to 10 mph	Maximum Time Table Speed: 10
Type and Number of Tracks: Main: 1 Other: 0	Specify:
Does Another RR Operate a Separate Track at Crossing? No	
Does Another RR Operate Over Your Track at Crossing? No	

U.S. DOT - CROSSING INVENTORY INFORMATION

Crossing **592007F**

Continued

Effective Begin-Date of Record: **01/01/70**

End-Date of Record: **01/01/81**

Part III: Traffic Control Device Information

Signs:

Crossbucks:	2	Highway Stop Signs:	0
Advanced Warning:	No	Hump Crossing Sign:	
Pavement Markings:	No Markings	Other Signs:	2 Specify: OTHRSTPSGN
			0

Train Activated Devices:

Gates:	0	4 Quad or Full Barrier:	
Mast Mounted FL:	0	Total Number FL Pairs:	0
Cantilevered FL (Over):	0	Cantilevered FL (Not over):	0
Other Flashing Lights:	0	Specify Other Flashing Lights:	
Highway Traffic Signals:	0	Wigwags:	0 Bells: 0
Other Train Activated Warning Devices:		Special Warning Devices Not Train Activated:	
Channelization:		Type of Train Detection:	None
Track Equipped with Train Signals?	No	Traffic Light Interconnection/Preemption:	

Part IV: Physical Characteristics

Type of Development:	Industrial	Smallest Crossing Angle:	60 to 90 Degrees
Number of Traffic Lanes Crossing Railroad:	1	Are Truck Pullout Lanes Present?	No
Is Highway Paved?	No	If Other:	
Crossing Surface:	UnConsolidated	Is it Signalized?	
Nearby Intersecting Highway?	N/A	Is Crossing Illuminated?	
Does Track Run Down a Street?	No		
Is Commercial Power Available?	Yes		

Part V: Highway Information

Highway System:	Non-Federal-aid	Functional Classification of Road at Crossing:	Rural Local
Is Crossing on State Highway System:	No	AADT Year:	
Annual Average Daily Traffic (AADT):	000040	Avg. No of School Buses per Day:	0
Estimated Percent Trucks:	01		
Posted Highway Speed:	0		

JUN 09 2008

Page 1 of 3

Paul R Ober

Reading CE Ex 9 C-20078220 Hlog JK

From : "Wesley Westenhofer" <wwestenhofer@readingnorthern.com>
To : <Wamrail1@aol.com>, "Dan Gilchrist" <dgilchrist@readingnorthern.com>, "Tyler Glass" <tglass@readingnorthern.com>, "Paul R Ober" <paul@oberandassociates.com>
Date : Thu, Dec-6-2007 7:51 PM
Subject : RE: Records question - Crossing #592007F - Is it Public or Private?

this is related to the "blackwood crossing"

not sure what is going on here, emails start with someone at PUC

here is link to xing info from fra website

<http://safetydata.fra.dot.gov/officeofsafety/NewCrossing/Default.asp>

-----Original Message-----

From: tom.woll@dot.gov [mailto:tom.woll@dot.gov]
Sent: Thursday, December 06, 2007 7:07 PM
To: hwushinske@state.pa.us
Cc: framond@state.pa.us; Wesley Westenhofer; Daren Geschwindt; pamelacaldwell.foggin@dot.gov; cbernard@frasafety.net; amamani@frasafety.net; stan.ellis@dot.gov
Subject: RE: Records question - Crossing #592007F - Is it Public or Private?

Angelica is correct. The State changed it on 7/18/2003. If you disagree, please contact the State Inventory Contact for Pennsylvania:

PENNSYLVANIA

Frank Ramond
Grade Crossing Engineer
Pennsylvania Dept. of Transportation
400 North Street, 7th

Harrisburg, Pennsylvania 17120-0094
(O) 717-772-3079
(F) 717-705-2380
(E) framond@state.pa.us

Or the Railroad Contact:

READING BLUE MOUNTAIN AND NORTHERN RAILROAD (RBMN)

Wesley Westenhofer
Vice President, Maintenance of Way
Reading, Blue Mountain and Northern Railroad
1 Railroad Blvd.

Daren Geschwindt
(O) 610-562-0227
(C) 484-332-0280
(E)

dpgeschwindt@readingnorthern.com

Port Clinton, Pennsylvania 19549
(O)610-562-0227
(F) 610-562-3707
(E) westenhofer@readingnorthern.com

Jeffery Seidel
General Superintendent Operations

(O) 717-385-3235

RECEIVED
2008 JUN 30 AM 10:01
PA PUC
SECRETARY'S BUREAU

12/7/2007

Reading Blue Mountain and Northern Railroad
 Post Office Box 218
 Port Clinton, Pennsylvania 19549

I hope this is helpful.

Tom Woll

Thomas P. Woll
 Highway-Rail Crossing Safety Engineer
 Federal Railroad Administration (RRS-23)
 1200 New Jersey Ave. SE, 3rd Floor West, Mail Stop 25
 Washington, DC 20590
 (O) 202-493-6290
 (F) 202-493-6216
 (E) tom.woll@dot.gov

From: Mamani, Angelica <FRA>
Sent: Wednesday, December 05, 2007 2:51 PM
To: Ellis, Stan <FRA>; hwushinske@state.pa.us; Safeteam <FRA>
Cc: Woll, Tom <FRA>; Foggin, Pamela Caldwell<FRA>; Bernard, Charles <FRA>
Subject: RE: Records question

Our log of crossing inventory update receipts shows that the State of Pennsylvania submitted the change from public at-grade to private at-grade on August 13, 2003. That update was submitted by the PA primary crossing inventory contact person via GX32 upload. GX32 is a crossing Inventory Data Maintenance software utilized by the appropriate agencies for submission of their inventory updates. ←

Angie

From: stan.ellis@dot.gov [<mailto:stan.ellis@dot.gov>]
Sent: Wednesday, December 05, 2007 2:00 PM
To: hwushinske@state.pa.us; List-FRA-SAFETEAM@dot.gov
Cc: tom.woll@dot.gov; pamela.caldwell.foggin@dot.gov; St.Bernard, Charles
Subject: RE: Records question

Hello Heidi,

I am adding Tom Woll and Pamela Foggin to response, and Charles Bernard who is involved with the processing of the records and maintenance of the inventory. They are in our highway-crossing group and are more knowledgeable than I on the inventory.

My own impression is that the type of crossing was misclassified when the original inventory was done. The first record from 1970 describes this as being in an "industrial" development. As such, these types of locations are probably most often crossings on private roads within an industrial installation.

Either a state or a railroad may update the crossing data. It appears that the state changed the designation to "private" in 2003. ←

Stan

From: Wushinske, Heidi [<mailto:hwushinske@state.pa.us>]
Sent: Wednesday, December 05, 2007 1:41 PM
To: Safeteam <FRA>
Subject: Records question

Dear Sir or Madam,

12/7/2007

I am writing regarding the U.S. DOT Crossing Inventory Information Reports for Crossing No. 592007F. Our records indicate that this is a public crossing. However, this report lists the crossing as private. It looks like this change from public to private happened sometime after 2003. Do you have any information about how these changes are processed? Was the information provided by the railroad?

Thank you,

Heidi Wushinske
Assistant Counsel
Pennsylvania Public Utility Commission
717-772-8839

.Paul R Ober

From : "Wesley Westenhofer" <wwestenhofer@readingnorthern.com>
To : <Wamrail1@aol.com>, "Paul R Ober" <paul@oberandassociates.com>, "Dan Gilchrist" <dgilchrist@readingnorthern.com>, "Tyler Glass" <tglass@readingnorthern.com>
Date : Thu, Dec-6-2007 7:53 PM
Subject : FW: Records question - Crossing #592007F - Is it Public or Private?

from what i read, this looks to be potentially good news that the xing, if ever deemed public, was done so by mistake.

-----Original Message-----

From: tom.woll@dot.gov [mailto:tom.woll@dot.gov]
Sent: Thursday, December 06, 2007 7:07 PM
To: hwushinske@state.pa.us
Cc: framond@state.pa.us; Wesley Westenhofer; Daren Geschwindt; pamela.caldwell.foggin@dot.gov; cbernard@frasafety.net; amamani@frasafety.net; stan.ellis@dot.gov
Subject: RE: Records question - Crossing #592007F - Is it Public or Private?

Angelica is correct. The State changed it on 7/18/2003. If you disagree, please contact the State Inventory Contact for Pennsylvania:

PENNSYLVANIA

Frank Ramond
 Grade Crossing Engineer
 Pennsylvania Dept. of Transportation
 400 North Street, 7th

Harrisburg, Pennsylvania 17120-0094
 (O) 717-772-3079
 (F) 717-705-2380
 (E) framond@state.pa.us

Or the Railroad Contact:

READING BLUE MOUNTAIN AND NORTHERN RAILROAD (RBMN)

Wesley Westenhofer
 Vice President, Maintenance of Way
 Reading, Blue Mountain and Northern Railroad
 1 Railroad Blvd.

Daren Geschwindt
 (O) 610-562-0227
 (C) 484-332-0280
 (E)
 dpgeschwindt@readingnorthern.com

Port Clinton, Pennsylvania 19549
 (O) 610-562-0227
 (F) 610-562-3707
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Jeffery Seidel
 General Superintendent Operations
 Reading Blue Mountain and Northern Railroad
 Post Office Box 218
 Port Clinton, Pennsylvania 19549

(O) 717-385-3235

I hope this is helpful.

12/7/2007

Reading CE Ex 10

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TOWNSHIP OF REILLY

County of Schuylkill in the Commonwealth of Pennsylvania

Ordinance No. 92-2

Enacted: June 23, 1992

Effective: July 4, 1992

CERTIFICATION

I, the undersigned, Secretary of the Township of Reilly, County of Schuylkill in the Commonwealth of Pennsylvania, the "Township", certify that: the within is a true and correct copy of an Ordinance of the Board of Supervisors of the Township which was duly enacted by affirmative vote of the majority of the members of the Board of Supervisors of the Township at a regular meeting duly held on June 23, 1992, with a quorum present; said Ordinance has been duly recorded; notice of said Ordinance was duly published and on file for public inspection according to law; and, such Ordinance remains unaltered and unamended as of the day of this Certificate effective on the July 4, 1992.

Action on said Ordinance was taken only after public hearing, which hearing was held during a recess in the Township Board of Supervisors' Meeting on June 23, 1992, and with notice of said hearing duly given and published according to law.

IN WITNESS WHEREOF, I set my hand and affix the official seal of the Township, this 2nd day of July, 1992.

SECRETARY'S BUREAU
PA PUC

2008 JUN 30 AM 10:01

Mary Ann Matukewicz
MARY ANN MATUKEWICZ,
Secretary for the Township of
Reilly

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TOWNSHIP OF REILLY

County of Schuylkill in the
Commonwealth of Pennsylvania

Ordinance No. 92-2

AN ORDINANCE OF THE TOWNSHIP OF REILLY, COUNTY OF SCHUYLKILL IN THE COMMONWEALTH OF PENNSYLVANIA, LAYING OUT, OPENING, CLOSING, AND VACATING OF ROADS AND HIGHWAYS AND SECTIONS THEREOF WITHIN THE TOWNSHIP FOR THE NECESSITY AND CONVENIENCE OF THE PUBLIC.

WHEREAS, the within described roads have been in existence and used by the public for a considerable period of time, including for a period in excess of twenty-one (21) years;

WHEREAS, the within described roads have been maintained by the Township of Reilly and some or all have previously been adopted by the Board of Supervisors for the Township of Reilly;

WHEREAS, there may be other roads, highways, or sections thereof which have at some time been maintained by the Township of Reilly, but have not been generally used for a period of time notwithstanding that the Board of Supervisors for the Township of Reilly has, or may have at some point prior in time, taken action to adopt same;

WHEREAS, there may be still other roads, highways, or sections thereof which have been included in prior plans but not actually opened or brought to the required standards which are not included herein;

WHEREAS, the Board of Supervisors for the Township of Reilly along with the engineer for the Township of Reilly has viewed and reviewed all roads and highways and sections thereof within the Township including specifically those described herein and also including some not described herein;

WHEREAS, the Board of Supervisors for the Township of Reilly at its regular monthly meeting on March 24, 1992, adopted a road map prepared by Edward J. Gaydos, Registered Engineer No. 16384-E, and dated October 14, 1991; and,

WHEREAS, the roads and highways and sections thereof described herein are necessary and desirable for the public convenience, and none not described herein have been found necessary and desirable for the public convenience;

NOW THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Supervisors for the Township of Reilly; and, by the authority of the same, it is hereby

ENACTED and ORDAINED as follows:

Section 101 - SHORT TITLE

This Ordinance Shall be known and may be cited as the "Reilly Township Road Ordinance."

Section 102 - INTENT AND CONSTRUCTION

The intent of this Ordinance is to fully exercise the authority granted by the General Assembly of the Commonwealth of Pennsylvania Act of 1933, May 1, P.L. 103, Article XI, Sec. 1101 et seq., as amended [53 P.S. Sec. 66101, et seq.] as to laying out, opening, changing and vacating of roads and highways and sections thereof. As far as possible, this Ordinance shall be read as consistent with the aforementioned Act of the General Assembly.

Section 103 - APPLICATION

This Ordinance shall apply uniformly to all persons, property, property owners, roads, highways and sections thereof within the Township of Reilly, except same be operated by, through, or under authority of the Commonwealth of Pennsylvania whether or not such be joined with the United States of America.

Section 104 - ROADS, HIGHWAYS, AND SECTIONS THEREOF

The following shall and are hereby declared opened and adopted by the Township of Reilly according to the location and dimensions as follows:

<u>NUMBER</u>	<u>COMMON NAME</u>	<u>BEGINNING</u>	<u>ENDING</u>	<u>LENGTH (MILES)</u>	<u>RIGHT OF WAY WIDTH (FT.)</u>
T-571	Black Diamond Rd.	Branch Twp. Line	SR 0209	2.40	33
T-562	Flicker Rd.	SR 0209	T-571	0.90	33
T-565	Swatara Rd.	SR 0025	SR 0209	0.80	33
T-571	Black Diamond Rd.	Frailey Twp. Line	SR 0209	0.80	33
T-572	Spruce St.	SR 0209	T-590	0.20	33
T-573	Hill Crest Rd.	SR 0209	To NE	0.15	33
T-574	New Hill Rd.	SR 4008	To SE	0.25	33
T-575	Stone Row	SR 4008	To E	0.25	33
T-576	Donaldson St.	SR 0209	T-578	0.07	33
T-576	Donaldson St.	T-578	T-581	0.02	33
T-577	Meadow St.	T-581	T-578	0.02	33
T-577	Meadow St.	T-578	SR 0209	0.07	33
T-577	Meadow St.	SR 0209	To W	0.20	33
T-578	Wood St.	T-576	T-577	0.07	33
T-578	Wood St.	T-577	To S	0.07	33
T-579	St. Mary's Ave.	SR 0209	To S	0.08	33
T-580	St. Mary's Ave.	T-579	To W	0.04	33
T-581	Stein Ave.	T-576	T-577	0.09	33
T-582		SR 0209	T-571	0.06	33

T-583 Willow Ave.	T-577	T-584	0.05	33
T-583 Willow Ave.	T-584	To S	0.03	33
T-584	SR 0209	T-583	0.03	33
T-585	SR 4008	To W	0.03	33
T-586	SR 4008	T-585	0.03	33
T-586	SR 4008	T-587	0.02	33
T-587	T-586	To E	0.02	33
T-587	T-586	To W	0.02	33
T-813 Sport Hill Rd.	SR 4008	To W	0.10	33
T-595 Lower Branch Rd.	SR 0209	Branch	0.10	33
		Twp. Line		
--- Minniback St.	T-571	T-577	0.05	25

Section 105 - DESIGNATION OF ROADS, HIGHWAYS, AND SECTIONS THEREOF

a) The roads listed in Section 104 and shown on the map referred to in Section 106 shall be described according to the number used for each; and, they may alternatively be officially referred to by said number or the designated Common Name.

b) The Cartway Width of each road shall be not less than sixteen (16) feet; and, the cartway shall have the actual width provided on the map referred to in Section 106.

Section 106 - ROAD MAP

a) The roads, highways, and sections thereof as shown and set forth above in Section 104 hereof are more fully shown and set out on the Road Map for the Township of Reilly, County of Schuylkill, dated October 14, 1991, prepared by Edward J. Gaydos, Registered Engineer No. 16384-E, which Road Map was previously adopted as the official Road Map for the Township of Reilly by the Board of Supervisors at its regular monthly meeting held on March 24, 1992.

b) The roads shall follow the courses as they now exist according to the descriptions on the aforementioned map.

Section 107 - SEVERABILITY

In the event any provisions, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance; it being the intent that all parts and provisions hereof are severable; and, all provisions of this Ordinance are hereby declared to be severable.

Section 108 - REPEALER

Repealed effective on even date with the effective date of this Ordinance are all provisions, sections, sentences, clauses, and parts of any and all ordinances, resolutions, and other enactments of the Township of Reilly dealing with the same or similar subject matter; PROVIDED, HOWEVER, that all existing rights and liabilities which have accrued under said repealed ordinances

shall remain fully enforceable as aforementioned; and, this Ordinance is intended as a full replacement for Ordinance No. 88-1, enacted May 24, 1988 with the intent that the enactment of this Ordinance shall fully supersede all prior Reilly Township Road Ordinances.

Section 109 - EFFECTIVE DATE

This Ordinance shall become fully effective and binding on July 4, 1992.

DULY ENACTED AND ORDAINED, this 23rd day of June, 1992, by the Board of Supervisors for the Township of Reilly, County of Schuylkill in the Commonwealth of Pennsylvania, in lawful session duly assembled, after full consideration and opportunity for public hearing.

TOWNSHIP OF REILLY
SCHUYLKILL COUNTY, PENNSYLVANIA

(SEAL)

BY:

James M. Zavin
Acting Chairman of the
Board of Supervisors

ATTEST:

Mary Ann Matakewicz
Township Secretary

Francis J. McHann
Member of the Board of Supervisors

The elected Chairman of the Board of Supervisors, Michael J. Conway, had given advanced notice that he would be, and in fact was, outside of the Commonwealth of Pennsylvania on June 23, 1992, both at the time of the Hearing on this Ordinance and at the time of the meeting when action was taken to adopt this Ordinance No. 92-2.



CERTIFICATION

I, Mary Ann Matukewicz , Secretary of Reilly Township, Schuylkill County, Pennsylvania, having been duly appointed, certify that the Ordinance to which this certification is attached is a true and correct copy of Ordinance 92-2 of the Township of Reilly, Schuylkill County, Pennsylvania.

Witness my hand and seal this 6th day of JUNE, 2008.

Mary Ann Matukewicz
Mary Ann Matukewicz , Secretary of Reilly Township

JUN 09 2008

C-20078020

Township CEX 1 #7 Road Petition 1992 41

Hwy 7K

Township of Keilly
County of Schuylkill in the Commonwealth of Pennsylvania

Ordinance No 92-2
Enacted: June 23, 1992
Effective: July 4, 1992

Certification

I, the undersigned, Secretary of the Township of Keilly, County of Schuylkill in the Commonwealth of Pennsylvania, do hereby certify that the within is a true and correct copy of an Ordinance of the Board of Supervisors of the Township which was duly enacted by affirmative vote of the majority of the members of the Board of Supervisors of the Township at a regular meeting duly held on June 23, 1992 with a quorum present; said Ordinance has been duly recorded; notice of said Ordinance was duly published and on file for public inspection according to law; and, such Ordinance remains unaltered and unamended as of the day of this Certificate effective on the July 4, 1992.

Action on said Ordinance was taken only after public hearing, which hearing was held during a recess in the Township Board of Supervisors Meeting on June 23, 1992, and with notice of said hearing duly given and published according to law.

In Witness Whereof, I set my hand and affix the official seal of the Township, this 2nd day of July 1992



1/s/ Mary Ann Matukewicz
MARY ANN MATUKIEWICZ
Secretary of the Township of Keilly

Township of Keilly
County of Schuylkill in the Commonwealth of Pennsylvania

Ordinance No 92-2

An Ordinance of the Township of Keilly, County of Schuylkill in the Commonwealth of Pennsylvania, Laying Out, Opening, Closing, and Vacating of Roads and Highways and Sections Thereof Within the Township for the Necessity and Convenience of the Public.

WHEREAS, the within described roads have been in existence and used by the public for a considerable period of time, including for a period in excess of twenty-one (21) years;
WHEREAS, the within described roads have been maintained by the Township of Keilly and some or all have previously been adopted by the Board of Supervisors for the Township of Keilly.

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NOW THEREFORE, Be it Enacted And Ordained by the Board of Supervisors for the Township of Keilly; and, by the authority of the same, it is hereby ENACTED and ORDAINED as follows:

Section 101- Short Title - This Ordinance shall be known and may be cited as the "Keilly Township Road Ordinance"

Section 102- Intent And Construction - The Intent of this Ordinance is to fully exercise the authority granted by the General Assembly of the Commonwealth of Pennsylvania Act of 1933, May 1, P.L. 103 Article XI, Sec. 1101 et. seq., as amended 53 P.S. Sec. 66101, et. seq. as to laying out, opening, changing and vacating of roads and highways and sections thereof. As far as possible, this Ordinance shall be read as consistent with the aforementioned Act of the General Assembly.

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Section 104- Roads, Highways And Sections Thereof The following shall and are hereby declared opened and adopted by the Township of Keilly according to the location and dimensions as follows:

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Number	Common Name	Beginning	Ending	Length (miles)	Right of Way Width (ft.)
T-571	Black Diamond Rd.	Branch	SR0209	2.40	33
		Top. Line			
T-562	Flicker Road	SR 0209	T-571	0.90	33
T-565	Swatara Road	SR 0025	SR 0209	0.80	33
T-571	Black Diamond Rd.	Trailley	SR 0209	0.80	33
		Top. Line			
T-572	Spruce Street	SR 0209	T-590	0.20	33
T-573	Hill Crest Road	SR 0209	To NE	0.15	33
T-574	New Hill Road	SR 4008	To SE	0.25	33
T-575	Stone Row	SR 4008	To E	0.25	33
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T-578	Wood St.	T-576	T-577	0.07	33
T-578	Wood St.	T-577	To S	0.07	33
T-579	St. Marys Ave.	SR 0209	To S	0.08	33
T-580	St. Marys Ave.	T-579	To W	0.04	33
T-581	Stein Ave.	T-576	T-577	0.09	33
T-582		SR 0209	T-571	0.06	33
T-583	Willow Ave.	T-577	T-584	0.05	33
T-583	Willow Ave.	T-584	To S	0.03	33
T-584		SR 0209	T-583	0.03	33
T-585		SR 4008	To W	0.03	33
T-586		SR 4008	T-585	0.03	33
T-586		SR 4008	T-587	0.02	33
T-587		T-586	To E	0.02	33
T-587		T-586	To W	0.02	33
T-813	Spot Hill Rd.	SR 4008	To W	0.10	33
T-595	Lower Branch Rd.	SR 0209	Branch	0.10	33
		Top. Line			
---	Minniback Street	T-571	T-577	0.05	25

Section 105- Designation of Roads, Highways and Sections thereof:

a.) The roads listed in Section 104 and shown on the map referred to in Section 106 shall be described according to the number used for each; and, they may alternatively be officially referred to by said number or the designated Common Name.

b.) The Cartway Width of each road shall be not less than sixteen (16) feet; and, the cartway shall have the actual width provided on the map referred to in Section 106

Section 106- Road Map

a.) The roads, highways, and sections thereof as shown and set forth above in section 104 hereof are more fully shown, and set out on the Road Map for the Township of

Keilly, County of Schuylkill dated October 14, 1991 prepared by Edward J. Cayros, Registered Engineer No. 16384-E, which Road Map was previously adopted as the official Road Map for the Township of Keilly by the Board of Supervisors at its regular monthly meeting held on March 24, 1992.

b.) The roads shall follow the courses as they now exist according to the descriptions on the aforementioned map.

Section 107 - Severability: In the event any provisions, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, sentence, section, clause or part of this Ordinance; it being the intent that all parts and provisions hereof are severable; and all provisions of this Ordinance are hereby declared to be severable.

Section 108 - Repealer: Repealed effective on even date with the effective date of this Ordinance are all provisions, sections, sentences, clauses, and parts of any and all ordinances, resolutions and other enactments of the Township of Keilly dealing with the same or similar subject matter; PROVIDED HOWEVER, that all existing rights and liabilities which have accrued under said repealed ordinances shall remain fully enforceable as aforementioned; and, this Ordinance is intended as a full replacement for Ordinance No. 88-1, enacted May 24, 1988 with the intent that the enactment of this Ordinance shall fully supersede all prior Keilly Township Road Ordinances.

Section 109 - Effective Date This Ordinance shall become fully effective and binding on July 4, 1992.

Duly Enacted And Ordained this 23rd day of June, 1992, by the Board of Supervisors for the Township of Keilly, County of Schuylkill in the Commonwealth of Pennsylvania, in lawful session duly assembled, after full consideration and opportunity for public hearing.

Seal

By: Maryann Matkewicz
Township Secretary

Township of Keilly
Schuylkill County, Pennsylvania
By: 1st James M. Quinn
Acting Chairman of the Board of Supervisors
1st Francis Q. M. Geann
Member of Board of Supervisors

The elected Chairman of the Board of Supervisors, Michael J. Conway, has given advanced notice that he would be, and in fact was outside of the Commonwealth of Pennsylvania on June 23, 1992, both at the time of the hearing on this Ordinance and at the time of the meeting when action was taken to adopt this Ordinance No. 92-2