



CITY OF PHILADELPHIA

LAW DEPARTMENT
15th Floor, Municipal Services Building
Philadelphia, Pa. 19107

ALAN J. DAVIS
City Solicitor

OCT 9 8 36 AM '81

RECEIVED
SECRETARY'S OFFICE
PUBLIC UTILITY
COMMISSION

ORIGINAL

October 7, 1981

Pennsylvania Public Utility Commission
North Office Building
Harrisburg, Pennsylvania 17120

Attention: Secretary

Re: Application of City of Philadelphia
for approval of the construction of
protective barriers on the 84th Street
Bridge (L.R. 67280), in the City of
Philadelphia, and the allocation of
the costs and expenses incident thereto.
Docket No. A-00098061

Dear Sir:

I enclose herewith original and six (6) copies of
Objections to Order Nisi entered October 1, 1981 and
Petition for Modification thereof, on behalf of the City
of Philadelphia.

Please note that a Certificate of Service is at-
tached.

Kindly acknowledge receipt of same.

Very truly yours,

Herbert Smolen
Deputy City Solicitor

HS/amk
Encs. 7

ORIGINAL

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

OCT 9 10 25 AM '81

Application of City of Philadelphia for approval of the construction of protective barriers on the 84th Street Bridge (L.R. 67280), in the City of Philadelphia, and the allocation of the costs and expenses incident thereto.

RECEIVED
SECRETARY'S OFFICE
DOCKET NO. UTILITY
A-00098061

DOCUMENT
FOLDER

OBJECTIONS TO ORDER NISI
ENTERED OCTOBER 1, 1981 AND
PETITION FOR MODIFICATION

DOCKETED
OCT 9 1981
JW

The City of Philadelphia hereby files its objections to the Order Nisi entered October 1, 1981 in the above matter, and respectfully requests modification thereof for the following reasons:

1. Paragraph 4 (page 3) of the Order Nisi refers to Consolidated Rail Corporation's (Conrail) electrification system, tracks, signals, wire lines and other facilities at the subject location, and orders Conrail to furnish material and do certain work, as more fully and at large appears in said Paragraph 4.

The City of Philadelphia avers that on or about February 28, 1979 the City of Philadelphia and the Consolidated Rail Corporation entered into a written Agreement, wherein and whereby, inter alia, Conrail agreed to sell and the City agreed to buy the aforesaid facilities from Conrail. Said Agreement was duly filed with the Pennsylvania Public Utility Commission under the applicable provision of the Public Utility Code and the Commission duly issued a Certificate of Filing on April 12, 1979,

docketed at U-79030052. Thereafter, on July 7, 1979, pursuant to the aforesaid Agreement, a Deed from Conrail to the City was executed; acknowledged and delivered by Conrail to the City of Philadelphia.

For the information of the Commission, the City avers that at present no electrification system presently exists at the crossing, nor will same be installed during the course of construction of the protective barriers which is the principal subject matter of the Order Nisi.

2. Paragraph 5 (page 3) of the Order Nisi also refers to Conrail's tracks and facilities. As aforesaid, the tracks and other facilities mentioned in paragraph 1 hereof are those of the City of Philadelphia. The City is informed, believes and therefore avers that Conrail does operate 2 non-electrified freight trains daily at the crossing, pursuant to a certain Trackage Rights Agreement also dated February 28, 1979, duly filed with the Commission, and on which a Certificate of Filing was issued on April 12, 1979, docketed at U-79030051.

3. Paragraph 6 of the Order Nisi assumes the current existence of an electrification system. The averments set forth in paragraphs 1 and 2 hereof are hereby incorporated by reference as fully as though the same were set forth herein in extenso. As aforesaid, Conrail only operates non-electrified freight service at the crossing.

4. Paragraph 7 of the Order Nisi also alludes to the above mentioned provisions of the said Order Nisi as relates to Conrail,

and, accordingly, paragraphs 1, 2 and 3 hereof are hereby incorporated by reference as though set forth in extenso.

5. Paragraph 11 of the Order Nisi provides, inter alia, for the City and Conrail to report to the Commission the date of actual completion of its respective portions of the work. As aforesaid, no Conrail work is contemplated in connection with the construction of the protective barriers involved in this proceeding for those reasons herein above more fully set forth.

6. Paragraph 14 of the Order Nisi refers to compensation for any taking of Conrail operating right of way.

As aforesaid, by Agreement dated February 28, 1979 and Deed dated July 7, 1979, the City of Philadelphia acquired from Conrail the operating right of way at the crossing involved in this proceeding.

7. Paragraph 16 of the Order Nisi also assumes the ownership by Conrail of the tracks and facilities at the crossing. Paragraph 17 of the Order Nisi, inter alia, requires the City to pay Conrail for the costs of materials furnished and work performed by Conrail in accordance with paragraph 4 of the Order Nisi. Again, as aforesaid, the operating right of way and other facilities at the crossing were acquired by the City under the above mentioned Agreement of Sale and Deed. Likewise, as previously set forth, no Conrail work is contemplated in connection with the completion of the project which is the subject matter of this proceeding.

8. Paragraph 18 of the Order Nisi imposes certain maintenance responsibilities upon Conrail. For the further information of the Commission maintenance responsibilities are covered under the aforesaid Trackage Rights Agreement, also dated February 28, 1979, and on which a Certificate of Filing was issued by the Commission on April 12, 1979, docketed at U-79030051. For the convenience of the Commission, the aforesaid Trackage Rights Agreement is hereto attached, made part hereof, and is marked Exhibit "A".

WHEREFORE, the CITY OF PHILADELPHIA respectfully files the foregoing objections and requests modification of the Order Nisi consistent herewith.

Respectfully submitted,

ALAN J. DAVIS
City Solicitor

ANDRE C. DASENT
Deputy City Solicitor

HERBERT SMOLEN
Deputy City Solicitor

By:




HERBERT SMOLEN

Attorneys for City of Philadelphia

A F F I D A V I T

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA : SS.

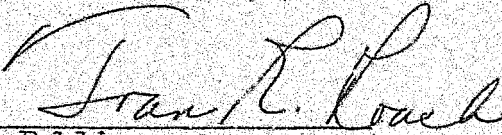
Nicholas Bubernak, being duly sworn according to law, deposes and says that he is the Acting Project Manager of the Airport High Speed Line of the City of Philadelphia; that he is authorized to, and does make this affidavit on its behalf; and that the facts set forth in the foregoing ^{Objections and} Petition are true and correct to the best of his knowledge, information and belief.



Nicholas Bubernak
Acting Project Manager

SWORN TO AND SUBSCRIBED

before me this 7 day
of October, 1981.



Notary Public

JOAN R. ROACH
Notary Public, Phila., Phila. Co.
My Commission Expires Nov. 5, 1984

TRACKAGE RIGHTS AGREEMENT

THIS AGREEMENT made and entered this 28th day of February 1979, by and between CONSOLIDATED RAIL CORPORATION, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "Conrail" or "User"), and pursuant to the Regional Rail Reorganization Act of 1973, 45 USC Section 701, et. seq., as amended, and the CITY OF PHILADELPHIA, a public body politic and corporate organized under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "City" or "Owner").

W I T N E S S E T H

WHEREAS, pursuant to the designation made by the United States Railway Association in the Final System Plan of July 26, 1975, as amended, supplemented and modified, the City has acquired certain tracks and land from Conrail, pursuant to the Construction Agreement and Agreement of Sale, of even date herewith between Conrail and City, being a portion of Conrail's Chester Branch, and a portion of Conrail's 60th Street Branch, all in the City and County of Philadelphia, Commonwealth of Pennsylvania, for the purpose of providing high speed rail passenger service between Center City Philadelphia and Philadelphia International Airport, with the provision that City, in turn, grant Conrail free trackage rights, for non-electrified freight service in the area of the properties acquired by City.

Exhibit "A"

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE I
DESCRIPTION OF RAIL LINES

1.0 DESCRIPTION OF OWNER'S RAILROAD

The trackage rights sections described in detail below and on Exhibit I, attached hereto and made a part hereof, form a part of City's proposed Airport High Speed Line.

1.1 OWNER'S CHESTER BRANCH TRACKAGE

The Owner's Chester Branch Trackage extends along the former Conrail Chester Branch right-of-way, which was acquired from the Trustees of the property of Reading Company, from the Philadelphia-Delaware County Line (Exhibit I, "A") to the Baltimore & Ohio Railroad (hereinafter referred to as the "B&O") right-of-way at Eastwick (Exhibit I, "B").

The track configuration and other details of track layout in this area are shown on Exhibit I and described in Sections 1.4 and 1.5 below.

1.2 OWNER'S 60TH STREET BRANCH TRACKAGE

The Owner's 60th Street Branch Trackage extends along the former Conrail 60th Street Branch right-of-way, which was acquired from the Trustee of the property of The Philadelphia, Baltimore and Washington Railroad Company, and along the National Railroad Passenger Corporation's (hereinafter referred to as "Amtrak") Northeast Corridor right-of-way from connections with Owner's Chester Branch Trackage (Exhibit

I, "F" and "D") to connections with Amtrak's Northeast Corridor, track "No. 0" and track "No. 4" (Exhibit I, "G" and "H").

The planned construction of this trackage is described as follows and is depicted on Exhibit I:

The existing 60th Street freight track will be removed from the western right-of-way line of Owner's Chester Branch to a point west of Grays Avenue; Conrail's existing 60th Street Branch freight track will be dead-ended east of Owner's Chester Branch right-of-way and new trackage will be constructed, on a new alignment. The new trackage will be electrified with overhead wires and will consist of a single track, controlled by automatic signals permitting operation in both directions, connected on one end by a double track connection to the Owner's Chester Branch Trackage, and on the other end connected to two tracks of Amtrak's Northeast Corridor which are track "No. 4", via a newly constructed overpass and holding track, and track "No. 0" by a newly aligned track. It is expected that a second main track will be built at some time in the future and that the newly aligned track to Amtrak's track No. 0 will be electrified.

1.3 JOINT TRACKAGE

The Joint Trackage consists of, and includes, the Owner's Chester Branch Trackage and the Owner's 60th Street Branch Trackage.

1.4 MIXED TRAFFIC SECTION

The Mixed Traffic Section forms one part of the Owner's Chester Branch Trackage and extends from the Airport Viaduct (Exhibit I, "C") to the northernmost connection with Owner's 60th Street Branch (Exhibit I, "D").

The Mixed Traffic Section will consist of two main tracks with propulsion power provided by overhead wires and trains controlled by automatic signals permitting operation in both directions on each track. Both main tracks will be connected at each end with a single track switch and lead track to the Freight Only Sections.

1.5 FREIGHT ONLY SECTIONS

The Freight Only Sections make up the remaining portions of Owner's Chester Branch Trackage and are located at both ends of the Mixed Traffic Section from the Philadelphia-Delaware County Line (Exhibit I, "A") to the Airport Viaduct (Exhibit I, "C") and from the northernmost connection with Owner's 60th Street Branch Trackage (Exhibit I, "D") to the B&O right-of-way at Eastwick (Exhibit I, "B"). Each Freight Only Section will be connected to User's Chester Branch Trackage.

Each Freight Only Section will be upgraded by the City through reconstruction of one track to meet the Federal Railroad Administration (FRA) Class 3 track standards along with the provision of appropriate drainage, signalization and communications facilities to permit freight trains to operate over said track at a maximum authorized speed of 40 miles per hour.

1.6 USER'S CHESTER BRANCH TRACKAGE

The User's Chester Branch Trackage is adjacent to, and connected with, Owner's Chester Branch Trackage and extends, generally, south from the Philadelphia-Delaware County Line (Exhibit I, "A") and, generally, north from the B&O right-of-way at Eastwick (Exhibit I, "B").

1.7 CONNECTING RAIL LINES

As used in this Agreement the term "Connecting Rail Lines" refers to the User's Chester Branch Trackage, Amtrak's Northeast Corridor and the B&O Railroad Tracks at Eastwick.

ARTICLE II

TRACKAGE RIGHTS

2.0 GRANT OF RIGHTS

Subject to the terms and conditions provided herein, Owner hereby grants to User the following free trackage rights, in perpetuity, over the tracks and properties described herein:

2.1 JOINT TRACKAGE

User shall have the right to operate its locomotives, cars, trains, and other equipment with its own train and engine crews, in either direction, over the Joint Trackage; provided, that User shall not operate such equipment over the Joint Trackage with electric power provided by the Owner's catenary prior to the execution of a satisfactory agreement between the parties regarding such traffic or service.

Notwithstanding anything else herein to the contrary, it is expressly understood and agreed that trackage rights granted to User herein do not include the rights for the operation of passenger trains and that User shall not operate nor suffer or permit any third party to operate passenger trains over the Joint Trackage without the prior approval of Owner. The parties agree that User's rights will not be restricted or limited in any way by Owner's installation of cab signals or train control devices so that User will not be required to equip its locomotives and other equipment with special control or communication equipment in order to operate over the Joint Trackage.

2.2 OWNER'S CHESTER BRANCH TRACKAGE

User shall have the exclusive right to provide freight service to existing and future industries along the Owner's Chester Branch Trackage, including the right to construct additional side track connections, and User may operate trains of various classifications over and along said trackage to connect the separate parts of User's Chester Branch Trackage; provided, however, that, if a third main track is constructed within and along the Mixed Traffic Section, Owner may restrict User to operation over only two of the three main tracks, except as necessary to provide service to adjacent sidetracks.

2.3 OWNER'S 60TH STREET BRANCH TRACKAGE

User may operate freight traffic over Owner's 60th Street Branch Trackage in emergency situations, provided

that no other alternative route is available. If a second main track is constructed, Owner may restrict User to operation over only one of the main tracks.

User expressly acknowledges the fact that a significant portion of Owner's 60th Street Branch Trackage is to be constructed on property owned by Amtrak (Exhibit I, generally from "E" to "G" and "H") and that the grant of trackage rights over this portion of Owner's 60th Street Branch Trackage may be subject to the approval of Amtrak or an agreement between Conrail and Amtrak permitting such use by Conrail.

ARTICLE III

GENERAL CONDITIONS

3.0 PRIORITY & SUPERIORITY

User shall use the Joint Trackage in common with Owner. Passenger trains in revenue service shall enjoy superiority and be given operating priority over freight trains and other equipment. Except in a safety related emergency, no freight train or other equipment shall be permitted to enter the Mixed Traffic Section or the 60th Street Branch Trackage which would cause an interruption or delay to any passenger train in revenue service without the prior approval of Owner.

3.1 OPERATIONAL CONTROL

Subject to the conditions set forth in Section 3.0 above, as between the parties, User or its designated Agent shall have exclusive control of the operation of the Joint Trackage and movements over the Connecting Rail Lines.

User may enter into future arrangements with third parties respecting operational control of the Joint Trackage with concurrence and approval of Owner.

3.2 ADDITIONAL FREIGHT SIDING

These trackage rights shall include User's right to elect at any time during the term of this agreement, to construct additional sidings adjacent to and connected with the Joint Trackage and to operate its trains onto or off of the Joint Trackage wherever it is necessary to serve existing or future industrial sidings. If, in the judgment of Owner, the above requires additional connections, the construction and maintenance and eventual removal of such connections shall be paid for by User. User shall furnish and own track material utilized in any additional connections installed for User and should such connections be removed from Owner's track, User will be entitled to the track and other track material. Construction of such sidings and connections shall be subject to the prior approval of Owner with respect to design and compatibility with Owner's planned use of the Chester Branch property and Owner shall have the right of approval as to the finished work; provided, that such approvals shall not be unreasonably withheld.

3.3 ADDITIONS, IMPROVEMENTS & CHANGES

Owner will, at all times, have the right to make additions, improvements and changes to its track, right-of-way and facilities, at Owner's expense and in so doing, Owner will

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have the right to relocate User's facilities at Owner's expense and subject to User's engineering standards and labor agreements with respect to facilities owned by User so long as User's operating rights are not restricted or its train movements unreasonably delayed.

3.4 ADDITIONAL TRAIN CONTROL

Owner will assume the entire cost of additional train control required to control the signal system extending along the Joint Trackage. "Additional train control" is defined as those train control costs which must be added as a direct result of the addition of Owner's passenger service in order to insure safe and efficient operations.

3.5 SIGNAL & COMMUNICATION POWER

Owner will pay purchase costs of electric power required for operation of fixed location components of the signal and communication systems installed by Owner without regard to ownership of property on which the signal or communication system is located.

3.6 MAINTENANCE - MIXED TRAFFIC SECTION

Responsibility for maintenance of the Mixed Traffic Section shall be as follows:

(a) MAIN TRACK AND ROADBED

Owner will assume the entire cost of maintenance of all main tracks and roadbed along the Mixed Traffic Section unless User's freight traffic over said Section exceeds 3.0 million gross tons, measured annually in gross tons. (The figure "3.0 million gross tons" is derived from a study by

Conrail over a period of two weeks in May 1976, the results of which were annualized and to this annualized figure was added .5 million gross tons.) User shall furnish to Owner, not later than April 30 of each year, a certified statement of total freight, in gross tons, which moved over the Mixed Traffic Section during the preceding calendar year. For each additional 500,000 gross tons of freight traffic, or fraction thereof, in excess of said 3.0 million gross tons, User shall pay to Owner, not later than 30 days after the date of Owner's invoice, an amount totalling 5% of the total annual cost of only track and roadbed maintenance for the Mixed Traffic Section.

Track maintenance on the above main track will be in accordance with standards prescribed by the Federal Railroad Administration (hereinafter referred to as "FRA") for maximum authorized speeds of passenger trains operated thereon. Minimum maintenance required is FRA Class Three (3) Standards in effect on the date of this agreement.

(b) SIDINGS & SIDING CONNECTIONS

User will assume the entire cost for maintenance of sidings and siding connections along this Mixed Traffic Section.

(c) CATENARY, COMMUNICATIONS & SIGNALS

Owner will assume the entire cost of maintaining such catenary systems, central control facilities and fixed location wayside and track facilities for the power, signal and communication system required for Owner's passenger

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service and which are located along the Mixed Traffic Section.

3.7 MAINTENANCE - FREIGHT ONLY SECTIONS

User shall assume the entire cost and responsibility for maintaining tracks, roadbed and fixed location signal and communication facilities located along the Freight Only Sections, at FRA Class Three (3) standards in effect as of the date of this Agreement.

3.8 MAINTENANCE - 60TH STREET BRANCH TRACKAGE

Owner shall assume the entire cost of maintaining the main track, or tracks, roadbed, catenary system, central control facilities and fixed location and track facilities for the power, signal and communication system as may be required for Owner's passenger service and located along the 60th Street Branch Trackage. Owner shall assume the entire cost of maintaining the "O" track connection and facilities related thereto, including any electrification which may be added later. Minimum maintenance for this trackage shall be FRA Class Three (3) standards in effect as of the date of this Agreement.

3.9 CESSATION OF PASSENGER OPERATIONS

In the event that Owner, or its agent, ceases to operate passenger trains for a period of three (3) years and User wishes to continue freight operations over the Joint Trackage, User agrees to assume the cost and responsibility for minimum maintenance of said Trackage for freight service only until Owner's service resumes or until User no longer uses said Trackage for freight service.

ARTICLE IV
MISCELLANEOUS

4.0 LIABILITY

(a) It is expected that User will operate the AHSL service, as part of the existing commuter rail network, pursuant to an Operating Agreement with the Southeastern Pennsylvania Transportation Authority (SEPTA) which will essentially incorporate the Standards for Determining Commuter Rail Service Continuation Subsidies and Emergency Operating Payments, 49 CFR Part 1127, promulgated by the Rail Services Planning Office (RSPO), as amended and interpreted from time to time (Standards), although nothing herein shall be interpreted as requiring such operation by Conrail.

Prior to the inauguration of regular AHSL service by Owner, the parties agree that, if Owner and User reach agreement that User is to operate the AHSL service but not pursuant to the SEPTA Operating Agreement, the parties will negotiate an Operating Agreement and, if necessary, an Amendment to this Agreement, which documents will include a provision governing responsibility for casualty occurrences, insurance, liability and indemnification relating to the joint use of the Mixed Traffic Section and Owner's 60th Street Branch Trackage.

If User does not operate said AHSL service or if, following the inauguration of said AHSL service, Conrail ceases to so operate said service, then User and Owner shall each assume responsibility for their own fault and negligence

and all liability, cost and expense for loss, damage, or destruction of any property whatsoever or injury to or death of any person or persons whomsoever related thereto, as such shall be imposed on either or both pursuant to the laws of the Commonwealth of Pennsylvania, without indemnification of either party by the other, unless and until agreed otherwise by a written amendment to this Agreement or by separate written agreement.

(b) During the period beginning the day after settlement pursuant to the Construction Agreement and Agreement of Sale, executed by Owner and User on the date first written above, and ending the day before the inauguration of regular AHSL service, by User or by others, the following provision shall govern and determine all questions of casualty occurrences insurance, liability and indemnification relating to the joint use by the parties of the Mixed Traffic Section and the Owner's 60th Street Branch trackage:

Except as provided below, whenever any loss of, damage to, or destruction of any property whatsoever, or injury to or death of any person or persons whomsoever, occurs with the trains, locomotives, cars or equipment of one party being involved, that party shall assume all liability therefor, and all cost and expense in connection therewith, and shall indemnify the other party against and save it harmless from any such liability, cost and expense. When any such loss, damage, destruction, injury or death occurs with the trains, locomotives, cars or equipment of both parties being involved,

each party agrees to bear equally the liability for such loss, damage or destruction of property, equipment and facilities. However, Owner will assume all liability for its passengers and User shall assume all liability for its lading and passengers. The foregoing provisions shall apply regardless of considerations of fault or negligence.

(c) Notwithstanding anything to the contrary herein, it is expressly understood and agreed that whenever any loss of, damage to, or destruction of any property whatsoever, or injury to or death of any person or persons whomsoever, occurs in, on, or along the Freight Only Sections, User shall assume all liability therefor and all cost and expense in connection therewith and shall indemnify Owner against and save it harmless from all such liability, cost, and expense.

4.1 TRANSFERABILITY

The rights and duties granted and imposed on User herein shall not be assigned, delegated nor otherwise transferred to any third party except with the prior written approval of Owner; except, that User may assign said rights or delegate said duties to one of its subsidiaries provided that said assignment does not affect or lead to any significant change in the operation of the Joint Trackage or the performance of said duties. Notwithstanding any transaction pursuant to this Section, User shall remain primarily liable to Owner and any transaction made in violation of this Section shall be void.

4.2 MODIFICATION

This Agreement may not be modified or amended except by a writing signed by appropriate officers of Owner and User.

4.3 GOVERNING LAW

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

4.4 REGULATORY APPROVALS

Owner and User agree to join in filing an executed copy of this Agreement with the Pennsylvania Public Utility Commission ("P.U.C.") in accordance with Section 911 of the Public Utility Law of 1937, P.L. 1053, as amended, and to join in obtaining any other necessary State, Federal and local approvals affecting this Agreement. This Agreement shall become effective when it has been on file with the P.U.C. for a period of thirty (30) days, unless the P.U.C. shall institute proceedings under Section 911, in which case this Agreement shall become effective if and when the P.U.C. approves this Agreement whether before or after the expiration of the aforementioned thirty (30) day period.

4.5 NOTICES

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this agreement shall be in writing and shall be deemed to have been properly given if sent by registered or certified United States Mail, postage prepaid, return receipt requested, addressed:

if to User, to

CONSOLIDATED RAIL CORPORATION
Attention: R. W. Orr
Assistant Vice President - Contracts
Room 801, 1528 Walnut Street
Philadelphia, Pennsylvania 19102

and if to Owner, to

Robert Silver
Commissioner of Public Property
Room 1020 Municipal Services Building
Philadelphia, Pennsylvania 19107

Owner and User shall at any time and from time to time, have the right to designate any other individual or individuals and address or addresses for the purpose of receipt of said notices, etc., by giving fifteen (15) days' written notice to the other party.

4.6 ENTIRE AGREEMENT

This Agreement and the attached Exhibit I contain the entire agreement of the parties and supersedes any and all prior agreements or understandings between the parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned Consolidated Rail Corporation and the City of Philadelphia have executed this Agreement as of the month, day and year first written above.

Attest:

Jay L. Fulmer

APPROVED AS TO FORM:
SHELDON L. ALBERT
CITY SOLICITOR

Per Sheldon L. Albert

CONSOLIDATED RAIL CORPORATION

By: Robert W. Orr

CITY OF PHILADELPHIA

By: Robert W. Orr

CERTIFICATE OF SERVICE

I hereby certify that on the 7th day of October, 1981, true and correct copies of the foregoing Objections to Order Nisi entered October 1, 1981 and Petition for Modification were served upon the following named parties, by first class mail, postage prepaid, at the addresses listed below:

HERBERT G. ZAHN, ESQ.
Washington West Building
N.E. Cor. 8th & Locust Streets
Philadelphia, Pennsylvania 19106

Representing PennDOT

PRESTON GRANBERY, ESQ.
One Parkway, 16th Floor
Philadelphia, Pennsylvania 19102

Representing Bell Telephone

RUDOLPH CHILIEMI, ESQ.
2301 Market Street
Philadelphia, Pennsylvania 19101

Representing Philadelphia Electric

JOEL E. MAZOR, ESQ.
1138 Six Penn Center
Philadelphia, Pennsylvania 19102

Representing Conrail


JUDITH B. SOKEN, ESQ.
2028 PSFS Building
Philadelphia, Pennsylvania 19107

Representing SEPTA

STEPHEN SCHACTMAN, ESQ.
Packard Building, 14th Floor
Philadelphia, Pennsylvania 19102

Representing Philadelphia Gas Works

W. SCOTT ARMENTROUT, ESQ.
National Railroad Passenger Corporation
400 North Capitol Street, N.W.
Washington, D.C. 20001



HERBERT SMOLEN
Deputy City Solicitor

CONRAIL

ORIGINAL

OCT 18 10 01 AM '81

RECEIVED
SECRETARY'S OFFICE
PUBLIC UTILITY
COMMISSION

October 12, 1981

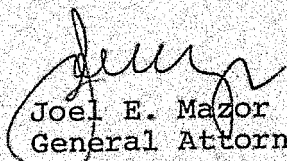
Secretary
Pennsylvania Public Utility Commission
Box 3265
Harrisburg, Pa. 17120

Re: A-00098061, City of Philadelphia

Dear Sir:

Consolidated Rail Corporation joins the City of Philadelphia in its objections to the Order Nisi entered on October 1, 1981 and its Petition for Modification.

Very truly yours,


Joel E. Mazor
General Attorney

JEM:CV

CC: Herbert Smolen, Esq.

DOCUMENT
FOLDER

DOCKETED
OCT 26 1981
