

File  
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Before  
THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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In re: Application of Reading Company and  
Penn Central Company, etc.

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Application Docket No. 95245

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Lancaster, Pennsylvania, June 2, 1969

Pages 1 To 34

SECRETARY'S OFFICE  
PUBLIC UTILITY  
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PLEASE REFER TO TRANSCRIPT FOR EXHIBITS TO BE PRODUCED

M. ROGERS, REPORTER

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Before

THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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In re: Application of Reading Company and Penn Central Company for approval of (1) the abolition of the crossings where Township Road No. 699 crosses the track of Reading Company, at grade, and above the grade of the tracks of Penn Central Company and (2) the construction of the crossings, in lieu thereof, where the same highway, constructed as proposed, will cross above the grade of the tracks of the same companies at Park City Shopping Center, partly in Manheim Township and partly in the City of Lancaster, Lancaster County.

Initial hearing.

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Application Docket No. 95245

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Stenographic report of hearing held in Lancaster Courthouse, Lancaster, Pennsylvania,

Monday,  
June 2, 1969,  
at 10:00 o'clock a.m.

- - - - -

CALVIN D. SPITLER, ESQ., EXAMINER

- - - - -

APPEARANCES:

J. E. FRICK, ESQ.  
415 Reading Terminal  
Philadelphia, Pennsylvania  
For - The Reading Company

1 APPEARANCES (Cont'd):

2 H. J. LATTA, ESQ.  
3 1138 Six Penn Center  
4 Philadelphia, Pennsylvania  
5 For - Penn Central Company

6 RHOADS, SINON & READER, ESQS.,  
7 By RUSSELL HOERNER, ESQ.  
8 400 North Third Street  
9 Harrisburg, Pennsylvania  
10 For - City of Lancaster

11 BLANK, ROME, KLAUS & COMSKY, ESQS.,  
12 By GERALD BROKER, ESQ.  
13 Four Penn Center  
14 Philadelphia, Pennsylvania  
15 For - Park City Associates

16 CHARLES B. GROVE, JR., ESQ.  
17 49 North Duke Street  
18 Lancaster, Pennsylvania  
19 For - Park City Associates

20 LEE DRUKENBROD, ESQ.  
21 30 Keller Avenue  
22 Lancaster, Pennsylvania  
23 For - Park City Associates

24 D. E. LEFEVER, ESQ.  
25 53 North Duke Street  
Lancaster, Pennsylvania  
For - Manheim Township

18 - - - - -

INDEX TO WITNESSES

APPLICANT:

DIRECT

Stafford C. Walker

4

PENN CENTRAL COMPANY:

Melvin Hyman

19

READING COMPANY:

Paul G. Jefferis

21

CITY OF LANCASTER:

George Kandra

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ADMITTED

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Exhibit No. 1 - Agreement

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1 THE EXAMINER: The matter to be heard this  
2 morning is the application of Reading Company and Penn  
3 Central Company.

4 Is Penn Central going to go first?

5 MR. LATTA: Yes. May I make a brief statement,  
6 sir?

7 This application involves two railroads, the  
8 Reading Company and Penn Central Company, and two  
9 municipalities, and the City of Lancaster and Manheim  
10 Township, both in Lancaster County. It arises from the  
11 proposed construction of a shopping center in the City of  
12 Lancaster at or near the city line dividing the city from  
13 Manheim Township. It involves the policy of existing grade  
14 crossings over the tracks of the Reading Company and a bridge  
15 over the tracks of Penn Central and the construction of a  
16 new alignment with a relocated highway of the new bridge to  
17 span both tracks and make connection with from the shopping  
18 center to Manheim Pike.

19 I would like to call Mr. Walker.

20 STAFFORD C. WALKER, being first duly sworn, was  
21 examined and testified as follows:

22  
23 DIRECT EXAMINATION

24 BY MR. LATTA:

25 Q Mr. Walker, state your name and address for the

1 record, please.

2 A Stafford C. Walker, Room 436 Penn Central  
3 Station, 30th Street, Philadelphia, Pennsylvania.

4 Q By whom are you employed, sir?

5 A Penn Central Company.

6 Q In what capacity?

7 A Civil Engineer.

8 Q Are you authorized to testify on behalf of  
9 Penn Central Company in connection with this proceeding?

10 A Yes, sir.

11 Q What is the general scope of the project under  
12 consideration here today?

13 A Manheim Township Road No. 699 presently crosses  
14 a single track of the Lancaster Branch of Reading Company at  
15 grade and crosses two tracks of Penn Central Company  
16 electrified main line as shown on Plan L.A. 588-2A dated  
17 March 7, 1966.

18 MR. LATTA: Mr. Examiner, May I have Plan L.A.  
19 588-2A marked as Applicant's Exhibit 1?

20 THE EXAMINER: Very well.

21 (Applicant's Exhibit No. 1, being  
22 Plan L.A. 588-2A, was marked for  
23 identification.)

24 BY MR. LATTA:

25 Q Will you continue, Mr. Walker?

1           A       A corporation known as Park City Shopping Center,  
2 Inc., proposes to develop and construct a large multi-store  
3 mercantile complex in the northwest extremity of the City of  
4 Lancaster and extending into Manheim Township. The proposed  
5 shopping center will be located conveniently for a large  
6 geographical area of Lancaster County. Access to the site  
7 is restricted. However, on the north side by the rights-of-  
8 way of the two railroads the existing crossings of Township  
9 Road 699 are inadequate to accommodate the volume of  
10 vehicular and pedestrian traffic expected to approach the  
11 shopping center from Legislative Route 138, Manheim Pike.  
12 Therefore, we believe it is essential to the safety and  
13 convenience of the public that the existing rail-highway  
14 crossings of Township Road 699 be abolished and replaced by  
15 a new crossing above the grade of tracks. The proposed  
16 crossing would be on new alignment as shown on Plan L.A.  
17 588-2A to eliminate the tortuous approaches to the existing  
18 crossings.

19                   MR. LATTA: Mr. Examiner, I am informed that  
20 although we have used the designation Park City Shopping  
21 Center, Inc., that the correct name is Park City Associates,  
22 a limited partnership.

23 BY MR. LATTA:

24           Q       I show you a plan No. L.A. 588-10, sheet No. 1,  
25 and ask if you can identify it and tell what it shows?

1           A     I am not so sure that we have that. Do we  
2 have that plan designated, gentlemen? All right, it is  
3 in there.

4                     This plan, No. L.A. 588-10, shows the major  
5 non-carrier utilities in the area of the proposed crossing.  
6 It also shows the railroad profiles and alignment in the  
7 vicinity of the crossing.

8           Q     I show you a plan, No. L.A. 588-5, sheet No. 1,  
9 and ask if you can identify it and tell what it shows?

10          A     This plan shows in detail the highway alignment  
11 through the proposed crossing together with the proposed  
12 highway grades. The plan also shows the intersection of the  
13 proposed highway with L.R. 138.

14                     MR. LATTA: Mr. Examiner, may I have plan No.  
15 L.A. 588-10, sheet No. 1, marked as Applicant's Exhibit No.  
16 2 and plan No. L.A. 588-5, sheet No. 1, marked as Applicant's  
17 Exhibit No. 3?

18                     THE EXAMINER: Very well.

19  
20                     (Applicant's Exhibit No. 2, being  
21 Plan L.A. 588-10, Sheet No. 1, was  
22 marked for identification;

23                     Applicant's Exhibit No. 3, being  
24 Plan L.A. 588-5, Sheet No. 1, was  
25 marked for identification.)

24                     MR. LATTA: Mr. Examiner, may I have a drawing,  
25 P.S.-1, marked as Applicant's Exhibit No. 4?

1 THE EXAMINER: Very well.

2 (Applicant's Exhibit No. 4, being  
3 Drawing P.S.-1, was marked for  
4 identification.)

5 BY MR. LATTA:

6 Q I show you a drawing, P.S.-1, and ask if you  
7 can identify it and tell what it shows?

8 A This plan shows an excavation and plan view of  
9 the proposed bridge structure over the tracks. It indicates  
10 that the minimum clearances at the Reading Company track are  
11 12 feet-6 inches horizontal and 22 feet-6 inches vertical.  
12 Minimum clearances proposed for the Penn Central tracks is  
13 18 feet-0 inches horizontal and 23 feet-6 inches vertical.  
14 These clearances are all in excess of the minimum standards  
15 established by the Commission. The plan also shows a typical  
16 bridge cross-section indicating the roadway on the bridge  
17 consists of a 24 foot-0 inches cartway and a 5 feet-0 inches  
18 walkway in each direction. The roadway directional lanes are  
19 separated by a 4 feet-0 inches raised medial strip. The plan  
20 indicates in the general notes, among other things, that the  
21 structure is designed for H.S.20-44 highway loading.

22 Q What protection is afforded at the existing  
23 crossing at grade?

24 A The existing crossing is protected by standard  
25 signs only. The class, volume and speed of Reading Company

1 rail traffic will be presented by a Reading Company witness.

2 Q What is the class, volume and speed of rail  
3 traffic on the Penn Central tracks?

4 A We operate 32 passenger trains at a maximum  
5 speed of 75 miles per hour. On a typical day we operate  
6 12 freight trains at a maximum speed of 50 miles per hour.

7 Q Will it be necessary for the Commission to  
8 vacate or lay out any highways for this project?

9 A No. Plan L.A. 588-2A, which we have previously  
10 referred to as Exhibit 1, is a subdivision plan approved by  
11 Lancaster City and Manheim Township. The plan indicates in  
12 the notes that the existing right-of-way of T-699 is to be  
13 vacated. The shaded area of the plan is to be dedicated as  
14 the new right-of-way of T-699. These changes are being made  
15 by municipal ordinances.

16 We might say for the record that Township Road  
17 T-699 is being vacated from the north right-of-way line of  
18 the Reading Company through the crossing and southward from  
19 the crossing right-of-way line of Penn Central Company. The  
20 roadway, T-699, from the north right-of-way of the Reading  
21 Company to its intersection with Manheim Pike, Legislative  
22 Route 138, will remain in existence.

23 Q Will it be necessary for the Commission to  
24 appropriate any property for the purpose of the proposed  
25 crossing improvement?

1 A No. The railroads are willing to release damages  
2 to operating rights-of-way to permit the new crossing to be  
3 constructed. The remaining highway right-of-way is located  
4 entirely on property of the developer, Park City Shopping  
5 Center, Inc.

6 MR. LATTA: Correction, please. That is Park  
7 City Associates, a limited partnership.

8 BY MR. LATTA:

9 Q What disposition is to be made of the existing  
10 rail-highway crossings?

11 A The developer has agreed to enact a substantial  
12 barricade at the south right-of-way line of Penn Central  
13 Company and at the north right-of-way line of Reading Company  
14 to prevent any further access to the crossings. The existing  
15 overhead bridge structure is to be physically removed and the  
16 abutment areas graded to match the surrounding areas. It  
17 is suggested that Manheim Township be required to maintain  
18 the barricades.

19 Q Upon completion of the project, including the  
20 shopping center, will it be necessary to maintain barricades  
21 at the Penn Central?

22 A It is not expected that barricades will be  
23 required at the south right-of-way line after the completion  
24 of the project.

25 Q Have you cost estimates of the roadway work

1 involved?

2 A The cost estimates are prepared by the developer  
3 which in form will take a little interpretation if you will  
4 bear with me a minute.

5 Q Let me rephrase that question. You had cost  
6 estimates prepared by the developer which are not in the form  
7 normally presented to the Commission by rail carriers in a  
8 project of this type?

9 A That is correct; yes, sir.

10 MR. LATTA: Mr. Examiner, we have only one copy  
11 of each. Could we have the reporter transcribe those two  
12 estimates into the record as if read and then let Mr. Walker  
13 comment on them in an attempt to bring out some of the items  
14 the Commission would be interested in?

15 THE EXAMINER: Very well.

16 COST ESTIMATE

17 ROSEVILLE ROAD AND BRIDGE

18 ROSEVILLE ROAD AND BRIDGE (MANHEIM TOWNSHIP)

20	Bridge	\$350,000.
21	6300 Sq.Yd. Pavement	28,350.
22	1600 Lin.Ft. Curb	6,400.
23	Traffic Light	15,000.
24	Street Lighting	<u>4,000.</u>

25 \$ 403,750

1 Remove Existing Bridge \$ 8900.

2  
3 COST ESTIMATE

4 ROSEVILLE ROAD

5 ROSEVILLE ROAD (LANCASTER CITY)

6  
7 25,000 Sq.Yd. Pavement \$113,000.

8 6800 Lin.Ft. Curb 27,200.

9 Street Lighting 11,000.

10 Traffic Signal 15,000.

11 \$166,200

12  
13 BY MR. LATTA:

14 Q Will you comment, please, Mr. Walker?

15 A The bridge structure is estimated to cost  
16 \$350,000. The roadway approaches within Manheim Township  
17 appear to consist of 6300 square yards of pavement cut at  
18 an estimated cost of \$28,350. The same roadway has 1600  
19 lineal feet of curb at an estimated cost of \$6400. Traffic  
20 lights within Manheim Township are estimated to cost \$15,000  
21 and street lighting in Manheim Township is estimated to cost  
22 \$4,000. The cost to remove the existing bridge over Penn  
23 Central tracks is estimated to cost \$8900.

24 The Roseville Roadway costs within Lancaster  
25 City are as follows:

1 25,000 square yards of pavement for \$113,000.

2 6800 lineal feet of curb for \$27,200.

3 Street lighting is estimated to cost \$11,000 and  
4 traffic signals are estimated to cost \$15,000.

5 Q Now, with respect to the traffic lights in  
6 Manheim Township are they shown on the plan?

7 A I don't think so.

8 Q Will you describe the location of the proposed  
9 traffic lights in Manheim Township? That is L.R. 138690?

10 A Could I have the assistance of an engineer here  
11 that prepared this?

12 MR. LATTA: Mr. Examiner, Mr. Hoerner has given  
13 me a plan which he is prepared to put in as Exhibit 1 for  
14 the City of Lancaster. Could I have that identified now and  
15 that will assist Mr. Walker in his description?

16 THE EXAMINER: Very well.

17 (City of Lancaster Exhibit No. 1,  
18 being Plan, was marked for identifi-  
19 cation.)

20 BY MR. LATTA:

21 Q Now, Mr. Walker, I will rephrase the question:

22 Is it proposed to install traffic light control  
23 at the intersection of L.R. 138 and relocate at T-699 in  
24 Manheim Township?

25 A Yes, sir.

1 Q Should the Commission take jurisdiction of the  
2 installation of those traffic signals and order them in?

3 A We suggest that the Commission do take juris-  
4 diction.

5 Q Now, with respect to the proposed intersection  
6 of relocated 699 and the Philadelphia Pike - or Old Harrisburg  
7 Pike, excuse me, L.R. 36184 - should the Commission take  
8 jurisdiction of that intersection for the purpose of  
9 installing traffic lights?

10 A We suggest the Commission do take jurisdiction  
11 of that intersection and the installation of those lights.

12 Q Is there an agreement among the parties in  
13 interest -- let me rephrase that.

14 Is there an agreement among the parties in  
15 interest concerning the allocation of costs for this project?

16 A There is an agreement in principle which has  
17 not been formally signed. The developer, Park City Associates,  
18 a limited partnership, will bear the final costs. The  
19 developer will advertise and administer contracts for the  
20 roadway construction, the new bridge construction, and the  
21 barricading and removal of the existing crossings to be  
22 abolished. The developer will pay the railroads' costs of  
23 watch and flash services as well as the costs of engineering  
24 and construction which the railroads may experience as a  
25 consequence of the construction.

1 Penn Central Company is willing to be made  
2 responsible, initially, for the construction of the new  
3 separated crossings, subject to the filing with the  
4 Commission of a formal agreement between the developer and  
5 other parties as their interests may appear. Our willingness  
6 to accept this responsibility is also subject to our rights  
7 to recover our costs involved in accordance with the proposed  
8 agreements with the developer.

9 MR. LATTA: Mr. Examiner, I believe there are  
10 actually three agreements. I am informed that they have all  
11 been negotiated but none of them have been finally executed.  
12 They are agreements in principle between the parties. One  
13 agreement between the developer and the two railroads, the  
14 second between the developer and the City of Lancaster, and  
15 the third between the developer and Manheim Township. I  
16 should like to ask that an exhibit number be reserved. I  
17 suppose we should have three.

18 May I suggest then, sir, that the agreement with  
19 reference to the railroads be marked as an exhibit and the  
20 agreement with reference to the City of Lancaster be Exhibit  
21 2 and the agreement with reference to Manheim Township be  
22 Manheim Township Exhibit 1? May we have those numbers  
23 reserved so that they can be submitted later on?

24 THE EXAMINER: Yes.

25 MR. HOERNER: And copies will be supplied to the

1 Commission?

2 MR. LATTA: We will supply copies to the  
3 Commission of the executed agreements and exchange them  
4 among the parties.

5 THE EXAMINER: Yes. Service will be required,  
6 I suppose, on all the parties.

7 MR. LATTA: Yes, sir, it will be. It would just  
8 be as an ordinary exhibit.

9 BY MR. LATTA:

10 Q Mr. Walker, what portion of the maintenance is  
11 Penn Central willing to assume?

12 A None. We suggest that the municipal bodies be  
13 made responsible for the maintenance and maintenance costs  
14 of the roadway approaches lying within their respective  
15 boundaries. We suggest that the maintenance responsibility  
16 and cost of maintenance of the entire sub and superstructure  
17 of the new bridge be placed on Manheim Township. These costs  
18 may be recovered by the municipalities by terms of agreements  
19 they may have with the developer and/or others.

20 Penn Central will maintain its track and other  
21 rail facilities at the site of the abolished crossing and at  
22 the site of the new crossing. It is suggested that Reading  
23 Company maintain its track facilities at both sites.

24 Q Do the plans provide for non-carrier utilities  
25 to occupy space through the new bridge?

1           A     Yes. We suggest that the non-carrier utilities  
2 be accommodated on the new structure without cost to the  
3 developer but without charge for rental for the occupation.  
4 Penn Central Company and Reading Company waive any rights  
5 to rents for overhead utility crossings within the limits of  
6 the bridge structure.

7           Q     Will it be necessary to establish and maintain  
8 any highway detours during the construction of this project?

9           A     It appears that detours will be required. It  
10 is suggested that the municipalities be required to cooperate  
11 in establishing and maintaining the necessary detours.

12          Q     What is the anticipated completion date for this  
13 project?

14          A     We suggest that the date for completion be set  
15 at two years following the issuance of the Commission's  
16 Order permitting the crossing construction.

17               MR. LATTA: May I have just a minute, sir?

18               THE EXAMINER: Yes.

19               MR. LATTA: Mr. Examiner, we do not have here  
20 drawings for the proposed traffic light installations. I  
21 believe both the City and the Township are thoroughly  
22 familiar with what they want. I would like to ask leave  
23 to submit a late filed exhibit showing a typical plan for  
24 the installation of traffic lights in the City of Lancaster  
25 which would be Railroad Exhibit 8 and a similar plan of the

1 Township of Manheim which would be Railroad Exhibit 9.

2 I am sorry; I got the numbers wrong. It would  
3 be Exhibits 6 and 7. The three agreements - only one of them  
4 is a Railroad exhibit, sir.

5 THE EXAMINER: I understand that.

6 (Applicant's Exhibit No. 5 (to be  
7 produced later), being Agreement  
8 between the Developer and the  
9 Railroads, was marked for identifi-  
10 cation.)

11 (City of Lancaster Exhibit No. 2  
12 (to be produced later), being  
13 Agreement between the Developer and  
14 the City of Lancaster, was marked  
15 for identification.)

16 (Manheim Township Exhibit No. 1,  
17 (to be produced later) being Agreement  
18 between the Developer and the Township  
19 of Manheim, was marked for identifica-  
20 tion.)

21 (Applicant's Exhibit No. 6, (to be  
22 produced later), being Schematic  
23 Plans for Installation of Traffic  
24 Lights in City of Lancaster, was  
25 marked for identification.)

(Applicant's Exhibit No. 7, (to be  
produced later), being Schematic  
Plans for Installation of Traffic  
Lights in the Township of Manheim,  
was marked for identification.)

26 THE EXAMINER: What are these? Are these  
27 schematic plans?

28 MR. LATTI: They are schematic plans, yes, Mr.  
29 Examiner, which would show the location and the aspects of

1 the proposed traffic light installations.

2 THE EXAMINER: Very well.

3 MR. LATTA: Thank you, sir.

4 Cross examine.

5 MR. HOERNER: No questions on behalf of the City  
6 of Lancaster.

7 MR. FRICK: No questions on behalf of Reading  
8 Company.

9 MR. LeFEVER: No questions on behalf of Manheim  
10 Township.

11 MR. LATTA: I withdraw Mr. Walker, sir.

12 May I call Mr. Hyman.

13 THE EXAMINER: Very well.

14 MELVIN HYMAN, being first duly sworn, was  
15 examined and testified as follows:

16  
17 DIRECT EXAMINATION

18 BY MR. LATTA:

19 Q Will you state your name and address for the  
20 record?

21 A Melvin Hyman, 834 Hillaire Road, Lancaster,  
22 Pennsylvania.

23 Q Mr. Hyman, are you associated with Park City  
24 Associates?

25 A Yes, I am.

1 Q In what capacity?

2 A I am a general partner.

3 Q Can you give us a brief description of the  
4 proposed shopping center?

5 A Yes. We intend to occupy approximately 134  
6 acres of land we intend to have four department stores  
7 operating together with 103 to 105 additional stores all  
8 under one roof. The balance of the parcel of land will be  
9 comprised of roadways and parking fields. Most of the  
10 merchants will be enclosed with the exception of one strip  
11 store group of 50,000 feet which will use the local super  
12 market operation and about nine or ten service stores.

13 Q Have you obtained commitments from some tenants  
14 for the occupation of the stores that you mention?

15 A Yes. Of the total 1,450,000 square feet of  
16 leasable area in Park City we already today have leased  
17 about 1,120,000 feet of space.

18 MR. LATTA: Cross examine.

19 MR. HOERNER: No questions on behalf of the  
20 City of Lancaster.

21 MR. LEFEVER: No questions on behalf of Manheim  
22 Township.

23 MR. FRICK: No questions on behalf of Reading  
24 Company.

25 MR. LATTA: That is our case, Mr. Examiner.

1 May I offer the exhibits into the record?

2 THE EXAMINER: Admitted.

3 (Exhibits Nos. 1 through 7 inclusive were  
4 admitted into evidence.)

5 THE EXAMINER: Does Reading Company have any  
6 testimony?

7 MR. FRICK: We have one witness.

8 I call Mr. Jefferis.

9  
10 PAUL G. JEFFERIS, JR., being first duly sworn,  
11 was examined and testified as follows:

12 DIRECT EXAMINATION

13 BY MR. FRICK:

14 Q Give the Reporter your name and business  
15 address.

16 A Paul G. Jefferis, Jr., Reading Terminal,  
17 12th and Market Streets, Philadelphia.

18 Q Mr. Jefferis, by whom are you employed?

19 A Reading Company.

20 Q And in what capacity?

21 A Staff Engineer.

22 Q Are you familiar with the application before  
23 the Commission?

24 A Yes, I am.

25 Q Are you authorized to testify in this proceeding

1 on behalf of Reading Company?

2 A I am.

3 Q What is the line of Reading Company involved  
4 in this proceeding?

5 A The Lancaster Branch of Reading Company.

6 Q How many tracks are there at the site of the  
7 proposed crossing above grade?

8 A One track.

9 Q How many tracks are there at the crossing at  
10 grade which is to be abolished?

11 A There is one track at crossing at grade which  
12 is proposed to be abolished. This crossing is shown as No.  
13 1028 on the Public Grade Crossing List filed by Reading  
14 Company with the Commission.

15 Q Please state the number, type and speed of the  
16 train movements over the two crossing.

17 A There are no scheduled passenger train movements.  
18 There are approximately two freight train movements daily,  
19 operating at a maximum speed of 25 miles per hour.

20 Q Have you reviewed the construction plans  
21 prepared in connection with this application?

22 A Yes.

23 Q Does Reading Company have any objection to the  
24 construction of the new crossing and the abolition of the  
25 existing crossing?

1 A No.

2 Q What work is required by Reading Company in the  
3 event this application is approved?

4 A It will not be necessary for Reading Company to  
5 perform any work at the site of the proposed new crossing  
6 above grade of Reading Company track.

7 Q Will it be necessary for Reading Company to  
8 provide any flagmen, watchmen, or construction inspectors  
9 during construction of the proposed overhead bridge?

10 A Yes.

11 Q Have you prepared an estimate of the cost of  
12 such protective services?

13 A No. The expense for these services depends  
14 entirely on the contractor's method of operation.

15 Q What portion of the cost of such protective  
16 services will Reading Company agree to assume?

17 A Reading Company will assume such costs without  
18 prejudice to its right to recover such costs from the  
19 developer.

20 Q Will Reading Company agree to assume any of the  
21 cost of the abolition of the existing crossing at grade or  
22 the construction of the proposed crossing above grade, either  
23 of construction or property damage in connection with this  
24 project?

25 A With respect to the existing crossing at grade,

1 Reading Company will agree to assume its costs involved in  
2 the removal of the crossing and the protective facilities  
3 located on its property without prejudice to its rights to  
4 recover such costs from the developer.

5 With respect to the proposed new crossing above  
6 grade, Reading Company will not agree to assume any cost for  
7 the construction.

8 Q Will Reading Company agree to release damages  
9 for any of its property taken, injured, or destroyed as a  
10 result of the proposed construction?

11 A Reading Company will agree to waive damages for  
12 its property at this location, which is entirely operating  
13 right-of-way.

14 Q What portion of the completed project will  
15 Reading Company agree to maintain?

16 A Reading Company will maintain its remaining facili-  
17 ties at the site of the abolished grade crossing and will main-  
18 tain its facilities at the site of the overhead crossing. The  
19 substructure and superstructure of the new overhead bridge and  
20 any new drainage facilities constructed in conjunction with  
21 this project should be maintained by parties other than  
22 Reading Company.

23 Q Do you have any further relevant testimony to  
24 submit?

25 A Yes. In the event the application is approved

1 and the existing crossing at grade is abolished, Reading  
2 Company requests that the highway barricade proposed to be  
3 constructed, located adjacent to the Reading Company track  
4 on Township Road No. 699, be constructed and maintained by  
5 parties other than Reading Company.

6 MR. FRICK: Cross examine.

7 MR. LATTA: No questions on behalf of Penn  
8 Central Company.

9 MR. HOERNER: No questions on behalf of the  
10 City of Lancaster.

11 THE EXAMINER: Reading Company has no exhibits?

12 MR. FRICK: No, Mr. Examiner.

13 THE EXAMINER: Mr. Hoerner.

14 MR. HOERNER: I call Mr. Kandra.

15 GEORGE KANDRA, being first duly sworn, was  
16 examined and testified as follows:

17  
18 DIRECT EXAMINATION

19 BY MR. HOERNER:

20 Q What is your name and address?

21 A George Kandra, 120 North Duke Street, City of  
22 Lancaster, Pennsylvania.

23 Q By whom are you employed?

24 A By the City of Lancaster.

25 Q In what capacity?

1 A Director of Public Works.

2 Q And in your position as Director of Public  
3 Works are you engaged in reviewing the pending application  
4 before the Commission?

5 A Yes, I am.

6 Q Are you authorized by the City of Lancaster to  
7 appear here and to testify on behalf of the City of Lancaster?

8 A Yes.

9 Q What is the City of Lancaster's position with  
10 regard to paying costs of maintaining the bridge or roadway  
11 beyond the municipal limits of the city?

12 A City of Lancaster agrees that it would be  
13 appropriate for the Commission to impose upon the City the  
14 duty and obligation to maintain the road which constitutes  
15 the southern approach to the new bridge since the beginning  
16 of the southern approach is located within the municipal  
17 limits of the City.

18 The southern abutment of the new bridge is  
19 located in Township of Manheim, and, of course, the entire  
20 bridge structure and the northern approach thereto from  
21 Manheim Pike are located in Manheim Township. City of  
22 Lancaster cannot assume any duty or obligation with regard  
23 to maintaining any part of the reconstructed and relocated  
24 township road, T-699, which is located in Township of Manheim,  
25 or any part of the crossing structure which is located in

1 Township of Manheim.

2 Q You mentioned that Township Road, T-699, is  
3 being reconstructed and relocated. Have you prepared an  
4 exhibit which shows the relocation?

5 A I have.

6 Q That exhibit has been identified previously as  
7 City of Lancaster Exhibit 1. Was Exhibit 1 prepared by you  
8 or under your supervision and direction?

9 A Yes, under my supervision.

10 Q Now, would you refer to Exhibit 1 and explain  
11 the present location of Township Road T-699?

12 A The present Township Road, T-699, connects to  
13 Manheim Pike which is a state highway identified as Legislative  
14 Route No. 138 to the north of the area being developed by  
15 Park City Associates. This intersection of L.R. No. 138 and  
16 Township Road T-699 is located in Manheim Township. T-699  
17 proceeds in a generally southerly direction to a present  
18 crossing at grade over tracks of the Reading Company and to  
19 a present above-grade crossing over tracks of Penn Central  
20 Company. The above-grade crossing provides a cartway for  
21 one-way traffic and has been described in the Commission's  
22 order in this proceeding in language which shows that it is  
23 inadequate and unsafe. The present bridge over the railroad  
24 tracks is located about 1,000 feet south of the intersection  
25 of Township Road T-699 and Manheim Pike and is entirely within

1 Manheim Township with the southern abutment about 100 feet  
2 beyond the northern boundary of the City and outside the  
3 City limits. T-699 proceeds in southerly and westerly  
4 directions from the present bridge for a distance of  
5 approximately 1700 feet, through land area which is within  
6 the City's boundaries, and then in a southerly direction for  
7 a distance of approximately 2100 feet through land area, which  
8 is within Township of Manheim, to Harrisburg Pike, a state  
9 highway identified as Legislative Route No. 36184. This is  
10 the description of the present Township Road, T-699, which  
11 interconnects two state highways, L.R. 138 and L.R. 36184,  
12 by a roadway about 1,000 feet in length in Township of  
13 Manheim, a crossing at grade, in Township of Manheim, and  
14 an above-grade crossing in Township of Manheim, a roadway  
15 about 1,700 feet in length in the City of Lancaster, and a  
16 roadway about 2100 feet in length in both the Township of  
17 Manheim and the City of Lancaster.

18 Q Now, explain the proposed relocation of Township  
19 Road T-699 by reference to the exhibit.

20 A Township Road T-699, between Manheim Pike and  
21 Harrisburg Pike, would be relocated for this entire distance.  
22 It is a narrow road with an inadequate cartway. The proposed  
23 relocated Township Road T-699 would provide an above-grade  
24 crossing over tracks of Penn Central Company and the Reading  
25 Company about 500 feet northwest of the present bridge

1 structure. The new bridge spanning the tracks of the two  
2 railroad companies would be a marked improvement over the  
3 present grade crossing and over the present above-grade  
4 structure and would provide an above-grade crossing more in  
5 keeping with modern standards for highway and crossing  
6 construction. The new bridge would be located entirely  
7 within Manheim Township as is the present structure. Since  
8 the new bridge would be located about 500/northwest of the  
9 present bridge a new road must be constructed between Manheim  
10 Pike and the new bridge. This new construction, including  
11 both the new Township Road and the new bridge, would be  
12 located entirely within Manheim Township. South of the new  
13 bridge the relocated road would be entirely within the  
14 municipal limits of the City of Lancaster and would connect  
15 with Harrisburg Pike.

16 Q Who presently maintains Township Road T-699  
17 as presently located?

18 A The entire length of the roadway of Township  
19 Road T-699, from the intersection of T-699 with Manheim Pike  
20 to the intersection with Harrisburg Pike, is maintained solely  
21 by Township of Manheim. The City of Lancaster does not  
22 maintain either the structure which provides the present  
23 above-grade crossing or the roadway of the present Township  
24 Road, T-699.

25 Q You testified previously that about 1700 feet

1 of present township road T-699 is located within the  
2 municipal limits of the City of Lancaster. Why does the  
3 Township of Manheim maintain all of T-699?

4 A This is done by agreement between the City  
5 and the Township. There are several boundary streets and  
6 roads which lie partly within the City and partly within  
7 the Township of Manheim. For convenience sake the City  
8 and the Township of Manheim have performed their respective  
9 duties and obligations of maintaining roadways by assigning  
10 certain ones to the City and others to the Township. Township  
11 Road T-699 is one which was assigned to Township of Manheim  
12 for maintenance of its entire length.

13 Q Will the entire length of road connecting  
14 Manheim Pike and Harrisburg Pike be relocated and reconstructed?

15 A Yes. The entire length of road between Manheim  
16 Pike and Harrisburg Pike will be relocated and reconstructed.  
17 The portion between the southern approach of the new above-  
18 grade crossing and Harrisburg Pike will be relocated entirely  
19 within the municipal limits of the City of Lancaster,  
20 although the road, for part of its distance, will border  
21 upon a boundary line of Manheim Township.

22 Q Which municipality will maintain the portion  
23 of the relocated and reconstructed road within the City of  
24 Lancaster?

25 A The City of Lancaster will. As a result the

1 Township of Manheim will be relieved of a duty to maintain  
2 about 3,800 feet of roadway which is presently borne by  
3 the Township with regard to the existing Township Road T-699.

4 Q Does the City of Lancaster assume any duty or  
5 obligation with regard to maintenance of the bridge?

6 A No. The relocated and reconstructed above-  
7 grade crossing will be entirely within the Township of  
8 Manheim as is the case with the present crossing structure.  
9 The maintenance of the bridge structure should be borne by  
10 Township of Manheim, County of Lancaster, the two railroad  
11 companies or a combination of these entities. The new bridge  
12 will be an improvement for highway traffic, both that having  
13 the shopping center as a destination and that which will  
14 move from one state highway, Manheim Pike, to the other  
15 state highway, Harrisburg Pike. It is appropriate for  
16 the County of Lancaster to assume some responsibility with  
17 regard to this crossing improvement since the bridge is  
18 located in the County and since it will provide benefits  
19 for residents of the general area. It would not be  
20 inappropriate to impose a duty upon the County of Lancaster  
21 with regard to maintenance of the bridge.

22 The railroad companies will benefit also from  
23 the crossing improvement. The existing bridge structure  
24 is quite old and would have to be replaced in the not too  
25 distant future unless the crossing were to be abandoned.

1 The new bridge structure will be constructed at little or no  
2 cost to the railroad companies so it would not be unreasonable  
3 to impose costs of maintaining the structure upon the railroad  
4 companies. The presence of the railroad tracks makes the  
5 crossing project necessary.

6 Q Does the City of Lancaster assume any duty or  
7 obligation with regard to maintenance of the roadway on the  
8 new bridge structure and between the new bridge and Manheim  
9 Pike?

10 A No. As explained before these portions of the  
11 new road will be located entirely within the Township of  
12 Manheim. The Township should maintain these portions of  
13 the new road. As explained before the Township will be  
14 relieved of maintaining about 3800 feet of road which  
15 comprises the present Township Road T-699. City of Lancaster  
16 also states that the cost of providing and maintaining  
17 traffic signals at the intersection of the relocated and  
18 reconstructed road and Manheim Pike is to be borne by the  
19 Township of Manheim.

20 Although the shopping center is located within  
21 the limits of the City of Lancaster adjacent areas in the  
22 Township of Manheim have been zoned for commercial development  
23 and it is reasonable to expect that areas in the Township  
24 will become more attractive for business development as a  
25 result of the increased traffic flow which will result from

1 the shopping center and from the improved above-grade  
2 crossing.

3 Q Mr. Kandra, to your knowledge, has an agreement  
4 in principle been reached between the City of Lancaster and  
5 Park City Associates?

6 A Yes, it has.

7 Q Has that been reduced to writing and executed  
8 between the parties as yet?

9 A Yes, it has been reduced to writing but not as  
10 yet formally signed.

11 Q That is the agreement that will be supplied to  
12 the Commission as City of Lancaster Exhibit No. 2; is that  
13 correct?

14 A That is correct.

15 MR. HOERNER: Cross examine.

16 MR. LATTA: I have no questions.

17 MR. FRICK: I have no questions.

18 THE EXAMINER: All right. You may step down.

19 MR. HOERNER: I move for admission into evidence  
20 City of Lancaster's Exhibits 1 and 2.

21 THE EXAMINER: Admitted.

22 (City of Lancaster Exhibits 1 and 2 were  
23 admitted in evidence.)

24 THE EXAMINER: Does Manheim Township have any  
25 testimony?

1 MR. LeFEVER: There is no testimony to be  
2 offered for Manheim Township other than Manheim Township's  
3 Exhibit No. 1 is to be admitted according to the record.

4 THE EXAMINER: Admitted.

5 (Township of Manheim Exhibit No. 1 was admitted  
6 in evidence.)

7 THE EXAMINER: Is there any other testimony  
8 from anyone? Does that conclude the hearing? Does anyone  
9 want to file a brief?

10 COUNSEL: No.

11 - - - - -

12  
13 I hereby certify that the proceedings and  
14 evidence are contained fully and accurately in the notes  
15 taken by me during the hearing on the above cause before  
16 the Public Utility Commission of the Commonwealth of  
17 Pennsylvania, and that this copy is a correct transcript  
18 of the same.

19 MOHRBACH & MARSHAL, INC.

20  
21 By

*Mabel Rogers*  
Official Reporter

22 Reported by:

23 (Mrs.) Mabel Rogers  
24 Mohrbach & Marshal, Inc.  
25 2000 State Street  
Harrisburg, Pennsylvania

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**DOCKETED**  
APPLICATION DOCKET  
**JUL 15 1969**  
ENTRY No. *John*

**RECORD FOLDER**

*A-95245*

**RECEIVED**

JUN 25 7 57 AM '69  
SECRETARY'S OFFICE  
PUBLIC UTILITY  
COMMISSION

*Manheim Twp  
Ex No 1*

AGREEMENT

*Record*

THIS AGREEMENT entered into this 26<sup>th</sup> day of May, 1969, by and between PARK CITY ASSOCIATES, a partnership, hereinafter referred to as "Park City", and the TOWNSHIP OF MANHEIM, a township of the first class, hereinafter referred to as "Township",

W I T N E S S E T H:

WHEREAS, it is the desire of Park City to relocate that portion of Roseville Road extending generally in a southern direction from Pennsylvania Route 72 to the railroad bridge, which bridge lies between the City of Lancaster and Manheim Township; and

WHEREAS, upon the relocation of said road it is the desire of Park City to dedicate that portion of Roseville Road relocated to the Township of Manheim for future maintenance and repair; and

WHEREAS, it will be necessary for Park City to install traffic signals to control the intersection formed by said Roseville Road relocated with Pennsylvania Route 72; and

WHEREAS, Township is willing to accept the dedication of Roseville Road relocated upon certain terms and conditions set forth in the body of this Agreement and to approve a sub-division plan submitted to Township by Park City, which sub-division plan generally shows the tract of land owned by Park City situated in Manheim Township lying between the railroad lines and Pennsylvania

Route 72.

NOW THEREFORE, the parties to this Agreement in consideration of the covenants and promises hereinafter contained in this Agreement, do covenant and agree as follows:

1) Park City agrees to <sup>S.P.S. 5/26/69</sup> construct that portion of relocated Roseville Road, at the location shown for it on the sub-division plan of Park City already submitted to Township, lying between the lines of the Pennsylvania railroad and Pennsylvania Route 72. The width of Roseville Road when reconstructed will be in accordance with the width for said road as shown on said sub-division plan and said road shall be constructed in accordance with specifications of the Township of Manheim.

2) Park City also agrees to install traffic signals at the intersection of said Roseville Road as relocated with Pennsylvania Route 72. It is the purpose of said traffic signals to control traffic at said intersection.

3) Park City agrees to reimburse Township for the cost of future maintenance, service and repair for said portion of Roseville Road lying between the tracts of the Pennsylvania railroad and Pennsylvania Route 72, and further agrees to reimburse Township for the cost of maintenance and operation of said traffic signals situated at the intersection of Pennsylvania Route 72 and Roseville Road relocated. Township agrees to maintain said roadway and traffic signals but the cost of said maintenance of said roadway and traffic signals will be the responsibility of Park City.

Due to the possible necessity of having snow and ice removed promptly from said road so that ingress and egress to the intended shopping center can be promptly obtained and because it maybe more expedient to have Park City repair said road, Park City reserves the right to remove snow and ice from said road and to repair said road according to Township specifications. In the event Park City exercises its right to maintenance and repair as herein provided, Park City shall bear the total cost of the same. In the event that Township provides all or any of said services of maintenance and repair, it shall bill Park City for the equipment, materials and man hours expended in performing said services at reasonable charges for the same.

4) Park City further agrees to reimburse Township for the cost of construction and/or maintenance of that portion of the bridge and bridge roadway which is determined to be the responsibility of Township.

5) In the event Park City undertakes maintenance and/or repair of the roadway in accordance with the provisions of Paragraph 3, Park City agrees to hold harmless Township for any loss arising out of liability upon the Township for negligence in performing the duties herein undertaken and further agrees to hold Township harmless for any negligence in the construction of the roadway and/or bridge and the installation of the traffic signals.

6) All expenses incurred by Township in the maintenance and operation of the traffic signals, and the maintenance, service

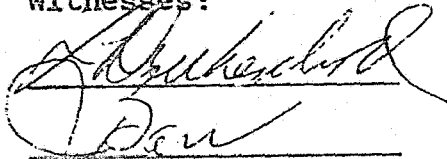
and repair of Roseville Road as relocated and the bridge and bridge roadway shall be billed to Park City on a quarter-annual basis and Park City agrees to promptly pay the amount of said bill as submitted within fifteen (15) days after receipt of the same.

7) This Agreement whereby Park City shall maintain and repair said roadway, or if said service is provided by Township, Park City agrees to reimburse Township for the cost of maintenance and repair shall terminate at the conclusion of fifteen (15) years from the date of said road as relocated is open for traffic. This clause shall not be construed to release Park City from the responsibility of reimbursing Township for the cost and maintenance of the traffic signals which shall remain a perpetual responsibility of Park City.

8) Upon the entering into of this Agreement, the subdivision plan as presented by Park City to Township shall be approved by Township and recorded in the Office for the Recording of Deeds in and for Lancaster County, Pennsylvania. Township shall have the privilege of recording this Agreement in the records of the Office for the Recording of Deeds in and for Lancaster County, Pennsylvania, if it desires to do so.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby, have affixed their respective seals the day and year first above written. This Agreement shall be binding upon the successors and assigns of the respective parties to this Agreement.

Witnesses:

  
\_\_\_\_\_

PARK CITY ASSOCIATES

BY:   
\_\_\_\_\_