

1. <u>REPORT DATE:</u>	:	2. <u>BUREAU AGENDA NO.</u>
March 29, 1993	:	APR-93-SC-RS-168*
3. <u>BUREAU:</u>	:	
Safety and Compliance	:	
4. <u>SECTION:</u>	:	5. <u>PUBLIC MEETING DATE:</u>
Rail Safety	:	April 1, 1993
6. <u>APPROVED BY:</u>	:	
Director: Nicely 3-3846	:	
Supervisor: Hart 7-9732	:	
7. <u>PERSON IN CHARGE:</u>	:	
Wilhelm 7-6805	:	
8. <u>DOCKET NO.:</u>	:	
I-00830373	:	

RECORDED
AUG 11 1993

- 9. (a) **CAPTION** (abbreviate if more than 4 lines)
- (b) Short summary of history & facts, documents & briefs
- (c) Recommendation

(a) Investigation upon the Commission's own motion into matters pertaining to the proper service, accommodation, convenience and safety of the traveling public using the rail-highway crossing carrying 59th Street over and above the grade of the tracks of National Railroad Passenger Corporation in the City of Philadelphia, to determine the condition, disposition and responsibility for maintenance of the existing crossing structure.

(b) The subject investigation proceeding was instituted by order adopted April 29, 1983. Hearings were held on August 18, 1983 and June 18, 1985, and orders were adopted on April 26, 1984 and October 31, 1985.

On March 16, 1993, the City of Philadelphia reported that three expansion joints on the subject bridge had deteriorated to varying degrees, resulting in a safety hazard for vehicular and pedestrian traffic. A field conference was held on March 23, 1993. All parties present agreed that immediate repairs to the expansion joints were necessary. None of the parties would voluntarily agree to make the necessary repairs.

(c) The Bureau of Safety and Compliance recommends that the Commission ratify the Emergency Order issued by Chairman Rolka on March 26, 1993.

10. MOTION BY:	Commissioner	Chm. Rolka	Commissioner
			Commissioner
SECONDED:	Commissioner	Rhodes	Commissioner

CONTENT OF MOTION: Staff recommendation adopted.

BLS

DOCUMENT
FOLDER

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
PO BOX 3265, HARRISBURG, PA 17105-3265

April 7, 1993

PLEASE REPLY TO
OFFICE OF THE SECRETARY

I-00830373

GERALD P CLARK DEPUTY CITY SOLICITOR
CITY OF PHILADELPHIA
8TH FLOOR
1600 ARCH STREET
PHILADELPHIA PA 19103

DOCUMENT
FOLDER

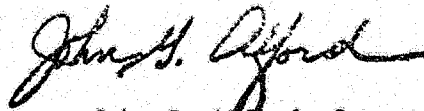
Investigation upon the Commission's own motion into matters pertaining to the proper service, accommodation, convenience and safety of the traveling public using the rail-highway crossing carrying 59th Street over and above the grade of the tracks of National Railroad Passenger Corporation in the City of Philadelphia, to determine the condition, disposition and responsibility for maintenance of the existing crossing structure.

To Whom It May Concern:

This is to advise you that an Order has been adopted by the Commission in Public Meeting on April 1, 1993 in the above entitled proceeding.

A copy of this Order has been enclosed for your records.

Very truly yours,



John G. Alford, Secretary

FOR SIMILAR LETTER SEE EMERGENCY ORDER DATED MARCH 26, 1993

smk
Encls.
Cert.Mail

DOCKETED

MAY 05 1993

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265

Public Meeting held April 1, 1993

Commissioners Present:

David W. Rolka, Chairman
Joseph Rhodes, Jr., Vice-Chairman

DOCUMENT
FOLDER

Investigation upon the Commission's own motion into matters pertaining to the proper service, accommodation, convenience and safety of the traveling public using the rail-highway crossing carrying 59th Street over and above the grade of the tracks of National Railroad Passenger Corporation in the City of Philadelphia, to determine the condition, disposition and responsibility for maintenance of the existing crossing structure.

I-00830373

ROCKETED

MAY 05 1993

O R D E R

BY THE COMMISSION:

This matter comes before the Commission upon its own motion. By Emergency Order issued March 26, 1993, Chairman Rolka ordered:

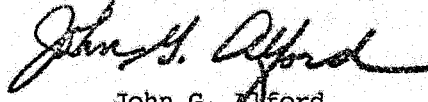
- "1. That the City of Philadelphia, at its initial cost and expense, immediately furnish all material and perform all work necessary to complete emergency repairs to the damaged deck expansion joints on the subject bridge and to thereafter maintain all of the existing expansion joints in a safe condition.
- "2. That the City of Philadelphia notify the Pennsylvania Public Utility Commission within five (5) days after it has completed the emergency repairs as directed in Paragraph 1 above.
- "3. That the City of Philadelphia, at its initial cost and expense, furnish all material and perform all work necessary to establish, mark and maintain any detours or traffic controls that may be required to properly accommodate highway and pedestrian traffic during the time the structure is being repaired.

- "4. That National Railroad Passenger Corporation, at the initial cost and expense of the City of Philadelphia, furnish flagmen and watchmen, if necessary, to protect its operations during the time the structure is being repaired.
- "5. That any relocation of, changes in or removal of any adjacent structures, equipment or other facilities of any non-carrier public utility company which may be required as incidental to the execution of the crossing repair project, be made by said public utility company at its initial cost and expense, and in such manner as will not interfere with the repair of the crossing.
- "6. That all parties involved herein cooperate fully with each other so that during the time the repair work is being performed, vehicular and pedestrian traffic will not be endangered or unnecessarily inconvenienced and so that the requirements of each of the parties will be provided for and accommodated insofar as possible.
- "7. That in all respects not inconsistent herewith, all previous orders of this Commission pertaining to the subject crossing shall remain in full force and effect.
- "8. That this proceeding be scheduled for hearing at a time and place to be set by this Commission, upon due notice to all parties hereto, to receive testimony and evidence relative to allocation of initial costs incurred by the City of Philadelphia, the responsibility for future maintenance of the subject crossing structure, and any other matters relevant to this proceeding.
- "9. That pursuant to 52 Pa. Code §3.3, a copy of this order be served upon all Commissioners, the Director of Operations, and the Secretary in addition to all parties of record and the Commissioner of the Pennsylvania State Police."

Upon review of the circumstances surrounding the issuance of the Emergency Order, we conclude that it is in the public interest to make such action the action of the full Commission; THEREFORE,

IT IS ORDERED: That the Emergency Order issued March 26, 1993 be
and is hereby ratified.

BY THE COMMISSION,


John G. Alford
Secretary

(SEAL)

ORDER ADOPTED: April 1, 1993

ORDER ENTERED: APR 7 1993



CITY OF PHILADELPHIA

LAW DEPARTMENT
1600 Arch Street
Philadelphia, Pa. 19103-1628

May 11, 1993

John G. Alford, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

ORIGINAL

RECEIVED

MAY 17 1993

SECRETARY'S OFFICE
Public Utility Commission

Re: Investigation of the rail/highway crossing carrying 59th Street over and above AMTRAK in the City of Philadelphia
PUC Docket I-00830373

Dear Secretary Alford:

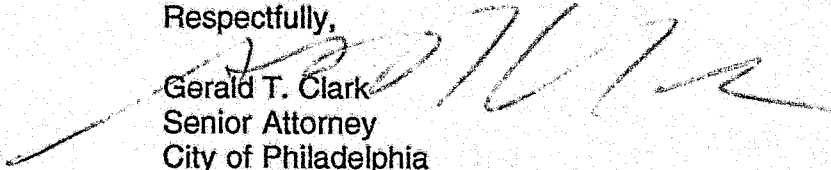
Please be advised that pursuant to paragraph 1 of the Commission's Order entered on April 7, 1993, the City of Philadelphia has completed the emergency repairs to the above structure.

The City has installed metal plates over sections of the expansion dams.

A copy of this letter has been mailed to each person listed below.

DOCKETED
MAY 25 1993

Respectfully,


Gerald T. Clark
Senior Attorney
City of Philadelphia
8th Floor
1600 Arch Street
Philadelphia, PA 19103-1628

cc: Dennis Moore, Esquire AMTRAK
William D. Pickering, P.E. PennDOT
J. D. Cossel, Chief Engineer, Conrail
Mathew E. Trzepacz, Chief Engineer, SEPTA
James W. Durham, Senior Vice President PECO
Randall Gyory, PGW
James Pachulski, Esquire
Honorable Vincent Hughes, Pennsylvania House of Representatives
Honorable Louise Williams Bishop, Pennsylvania House of Representatives
Honorable Richard Hayden, Pennsylvania House of Representatives
Honorable Chaka Fattah, Pennsylvania Senate
Honorable Richard Tilghman, Pennsylvania Senate
Colonel Glenn A. Walp, Commissioner, Pennsylvania State Police
David Wilhelm, P.E. PUC
Lorenzo Cruger, P.E. Chief Bridge Engineer, City of Philadelphia

**DOCUMENT
FOLDER**

**BUREAU OF
S & C**

MAY 14 1993

**RAIL SAFETY
DIVISION**

I-8303 73

COMMONWEALTH OF PENNSYLVANIA
PHILADELPHIA COUNTY
REINSPECTION REPORT
BRIDGE CARRYING 59TH STREET
OVER AMTRAK
CITY OF PHILADELPHIA
BRIDGE NO. 67 7301 0050 0477

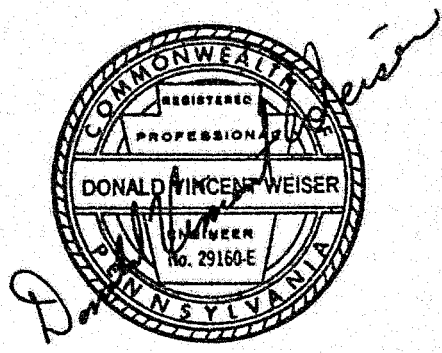
DUPLICATED

MAY 21 1993

OWNER: UNKNOWN
INSPECTION DATE: FEBRUARY 10, 1993
REPORT DATE: FEBRUARY 24, 1993

RECEIVED
MAY 19 1993

SECRETARY'S BUREAU
Information Control Division



**DOCUMENT
FOLDER**

PREPARED BY:
ERDMAN, ANTHONY, ASSOCIATES, INC.
CONSULTING ENGINEERS AND PLANNERS
CAMP HILL, PENNSYLVANIA 17011

TABLE OF CONTENTS

	Page
LOCATION MAP	1
BRIDGE DESCRIPTION	2
CONDITION RATING SUMMARY	3-4
LOAD RATING SUMMARY	5
POSTING REVIEW	5
UNDERWATER INSPECTION COMMENT	5
RECOMMENDATIONS AND COST ESTIMATE	6
APPENDIX	
Field Inspection Notes (D-488F)	
FCM Data Sheet	
Photographs	
BMS Coding Forms D-491	



LOCATION MAP

No Scale

BRIDGE DESCRIPTION

The following information is available for this structure:

Feature Carried	59th Street
Feature Intersected	Amtrak
Structure Length	310 Feet
Number of Spans	Four
Year Built	1926
Superstructure Type	Thru Girder/Floorbeam, Riveted
Deck Construction	Reinforced Concrete Arch
Wearing Surface	Asphalt
Deck Width	70.0 Ft
Sidewalks	Concrete, 9.0' Left & Right
Bridge Railing	Thru Girder
Min. Underclearance	21'-06"
Abutment Types	Concrete
Pier Types	Concrete Columns
Wing Walls	Concrete
Bearings	Steel Rollers
Skew Angle	90°
Approach Roadway	Asphalt
Shoulders	None
Guide Rail	None
Posting	None

CONDITION RATING SUMMARY

Condition ratings are used to describe the existing, in-place bridge as compared to the as-built condition. Instructions for applying the numerical ratings from 0 (failed condition) to 9 (excellent condition) are outlined in the PennDOT BMS Coding Manual.

The condition rating for this inspection and the previous two-year inspection cycle are listed with the corresponding component to indicate if any improvements or deterioration have occurred.

<u>Component (BMS Item No.)</u>	<u>Previous Rating</u>	<u>New Rating</u>	<u>Remarks</u>
Approach Roadway (E15)	6	6	Asphalt has minor longitudinal cracks throughout. There are minor random cracks at dams.
Deck Wearing Surface (E16)	5	5	Asphalt has isolated areas of cracking throughout. There is minor deterioration along dams. Steel plates are missing at all dams except pier 1.
Deck (E17)	4	4	Reinforced concrete has minor random cracks with efflorescence throughout. There is 40 to 60% contamination.
Superstructure (E18)	4	4	There is pack rusting of the steel rollers. Riveted steel thru-girder has light rusting above deck. There is minor section loss of web and stiffeners at sidewalk level. There is pack rusting developing at top flange cover plates. Below deck is concrete encased except for fascia. 30% of concrete has spalled off, with minor section loss of exposed bottom flange

<u>Component</u> <u>(BMS Item No.)</u>	<u>Previous</u> <u>Rating</u>	<u>New</u> <u>Rating</u>	<u>Remarks</u>
Superstructure (Cont'd)			cover plate and riveted heads. Remainder of concrete encasement is delaminated and has heavy efflorescence. Floorbeams are similar to girders with worst cases under dams.
Paint (E19)	41	31	There is light rusting throughout with deep pitting and minor section loss.
Substructure (E20)	5	5	Concrete stems have minor vertical cracks with moderate efflorescence. There is a large spall at the northeast abutment. South abutment is similar but not as advanced. Concrete wingwalls have light to moderate scaling with minor cracking and light efflorescence. The southeast pedestal is showing moderate deterioration, map cracking, and scaling with moderate efflorescence. Pier columns have severe scaling at top with some delamination and minor section loss of bearing area.
Channel (E21)	N	N	
Culverts (E22)	N	N	

In addition to the deficiencies in the remarks column listed to justify the numerical condition ratings, the following deficiencies exist at the site and should be monitored or are recommended for repairs and/or upgrading:

1. Concrete sidewalk has areas of spalling, severe scaling, and deterioration throughout.
2. The concrete curb has areas of heavy spalling and deterioration.

LOAD RATING SUMMARY

No load rating calculations are required during this inspection cycle.

POSTING REVIEW

This bridge is currently not posted. This is consistent with the coding on BMS screen AE and with the conditions noted during the field inspection. The bridge should remain not posted.

UNDERWATER INSPECTION COMMENT

Underwater inspection is not required at this site.

APPENDIX

Trusses

--Portals

--Bracing

[E19] Paint Condition 3/1 There is deep pitting and minor section loss present. light rusting, through out. [G09] Year Painted

(If Instructed) Dry Film Thickness Mils, Adhesion Class ; [G14] Color

Fire Damage NONE

Collision Damage NONE

Inspection Walk NONE ← TRAIN LINES

Utility Attachments Hi tension wires attached to Bolt Flanges SPANS 1 & 4

[E20] SUBSTRUCTURE - Cond. Rating 5, Details on Pages

Abutments--Wings R/C IN FAIR CONDITION, light & moderate scaling. Some minor cracking with light efflor.

--Backwalls R/C IN FAIR CONDIT. cemented vert. cracking with light efflor. minor spalls typical

--Stems R/C IN FAIR to poor condit. North abutment is the worst - minor vert cracks with moderate efflor, large severely scaled area with delamination and heavy efflor. Some heavy scaling in the bearing areas. South abutment

--Embank-Slope-Wall NONE // is similar but not as advanced.

--Footing Not Exposed

--Piles Not Evident

--Scour/Undermine N/A

--Settlement NONE

Piers or Bents --Caps

--Columns/Stems R/C IN FAIR to poor condit. Severe scaling mostly @ the top. Some delam. with minor sect. loss of the bearing area.

--Footings Not Visible

--Piles Not Evident

--Scour/Undermine N/A

--Settlement NONE

Bridge Seats N. Abutment - See stems S. Abutment - SE. pier showing moderate delam. cracking, scaling with moderate efflor. S.W. pier in Fair Cond
Collision Damage NONE

E21 CHANNEL/PROTECTION - Cond. Rating N, Details on Pages _____

Channel Alignment _____

Scour _____

Embank Erosion _____

Chan./Emb. Protection _____

Debris _____

Vegetation _____

Highwater Mark _____

E22 CULVERTS - Cond. Rating N, Details on Pages _____

Barrel _____

Settlement _____

Headwall _____

Wings _____

Debris _____

E23 EST. REMAINING LIFE LL Comments _____
APPRAISAL RATING _____ Deficiencies _____

E24 Structural Condition 4 ADT = 1000 (ESTM), HS = 21 tons, TABLE 1 = '5' BUT
SUPER STRUCTURE CONTROLS @ '4'

E25 Deck Geometry 4 ADT = 1000, BRIDGE RDWY W = 52.0', TABLE 2C = '4'

E26 Underclear - Vert. & Lateral 4 MIN. VERT. CLR = 21'-0", TABLE 3A = '5'

E27 Waterway Adequacy N MIN LAT. CLR = 10.0', TABLE 3B = '4'

E28 Appr. Rdwy Alignment 7 SLIGHT OVER VERT. CURVE.

E28-A TRAFFIC SAFETY FEATURES

Bridge Railing 4 Transitions 8 Appr. Guiderail 8 Appr. Guiderail Transit 8

Comments thru girder, none needed & none provided

E29 Bridge Post 6 $39 \div 36 = 1.08 \therefore 6'$

E29-A W06 Scour Critical Rating N Based on: Observed Scour Scour Evaluation

E01 Next Insp. Freq. LL E03 Equip. Next Insp. LL

E04 Spec. Insp. Type LL E05 By Date LL

Recalculate IR/OR: Yes No Calculation Attached: Yes No

Remarks _____

FCM DATA SHEET

Prep. by: JMF Date 2-23-93
Rev. by: _____ Date _____
Date Revised _____ By _____

BMS ID NO.: 67 7301 0050 0477
STRUCT. TYPE: THRU-GIRDER / FLOOR BEAM
Deck Type: Concrete , Steel Grid , Other

Main Spans 11, Gr. No. 1, CRF 118193; APPR. Spans 1, Gr. No. 1, CRF 1111

FCM-Components-Details

Locations

TENSION AREAS

1. THRU-GIRDERS
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

Remarks (Pertinent to FCM-Components-Details)

1. Steel Riveted Thru-Girders - Concrete encased at bottom flange and inside. Minor section loss at bottom coverplates, web and stiffeners at sidewalk level. There is light rusting through out.

Other Information as applicable:

Yr. Built 1926; Yr. Reconstructed —; Type Reconstruction _____

*ADTT <50 ADTT Year _____ Cum. Tk. Traf. (BMS Item C14) _____

Est. Cum. Tk. Fat. Life (BMS Item C02) _____ Est. Rem. Fat. Life _____ Yrs.

Recom. Insp. Freq. (BMS Item E01): _____ Remarks _____

ADT = 1000 estm.

*(If data not available, use the best estimate, and indicate so)

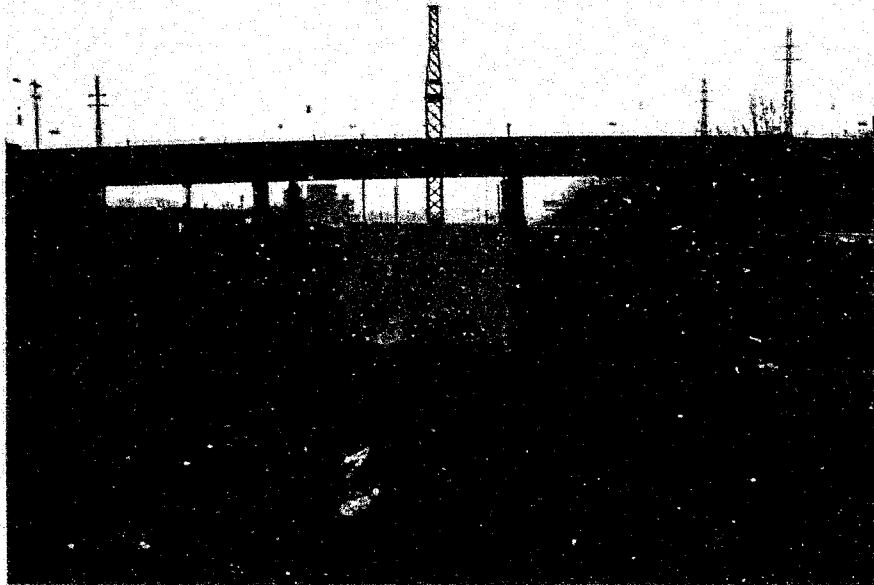


South Approach



North Approach

POOR ORIGINAL



West Elevation

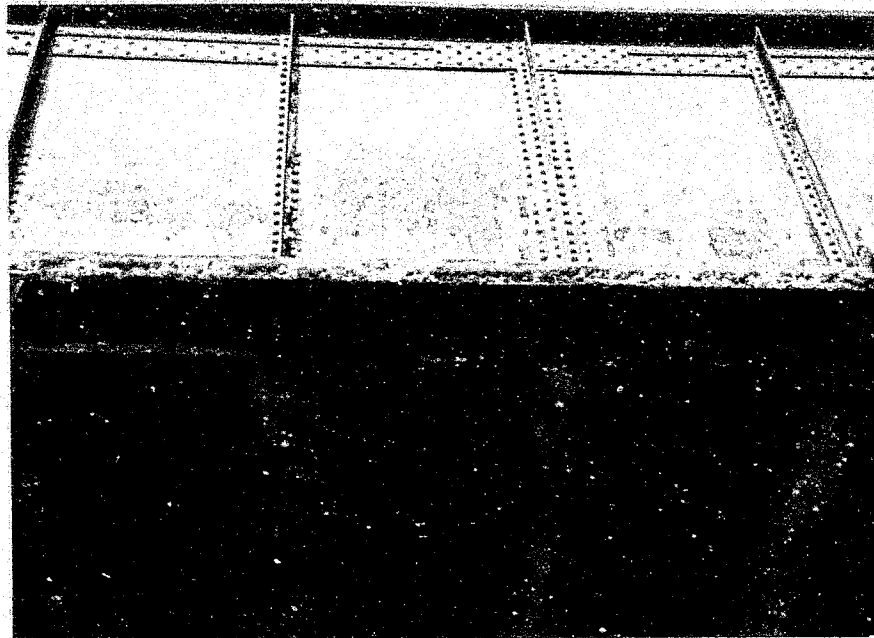


East Elevation

POOR ORIGINAL

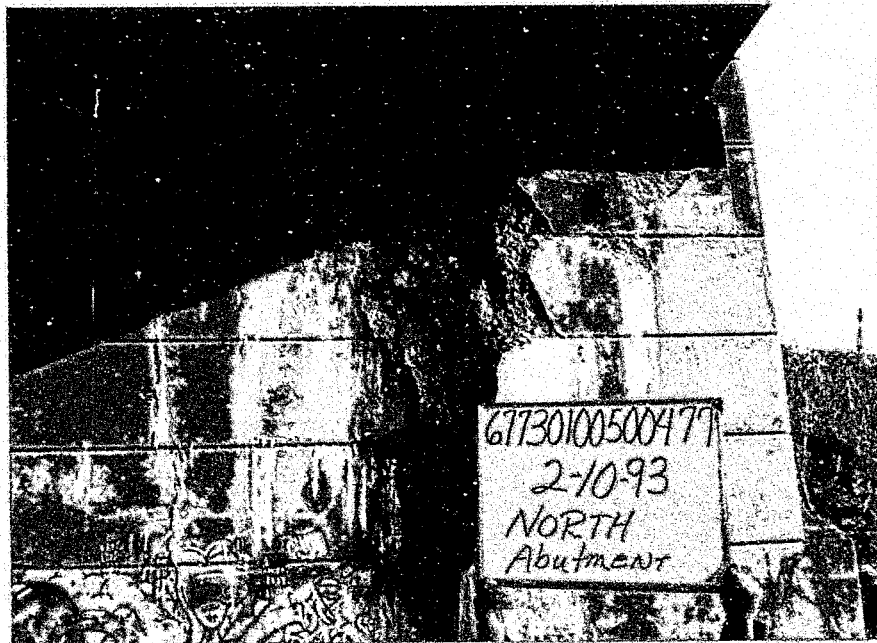


Damaged Dam At Pier 2
Note: Steel Plate Is Missing



East Girder Of Span 3
Note: Concrete Encasement Is Delaminating

POOR ORIGINAL



Northeast Abutment
Note: Large Spalling Of Abutment



Pier 3, Right Column
Note: Minor Delamination Of Concrete

POOR ORIGINAL

*** GENERAL DATA ***
 *** MIN. INFORMATION REQUIRED BY FHWA ***

CO SR SEG OFF 5D CD LD BORDER ST ZONE BORDER BRDG SR
 OLD SR ID 67 7301 0050 0477
 NEW SR ID

AGCY * * * * *
 SUBC * * * * *
 301 57TH STREET 27007 40 300 75 425 301
 LATITUDE LONGITUDE CITY/BOUR FIPS BNDY PSU-PUC
 DEG MIN SEC MIN CODE CODE NUMBER
 N

DESIGN DRAWING ADD SHOP DRAWINGS YEAR LAST RECON FED DESN
 NUMBER NUMBER DRAW NUMBER NUMBER MULTI TYPE YEAR FND EXEN
 0 0 0 0 1926 000 000 0000

OWNER/PRINCIPAL LEG ACT MAINTENANCE * * * * *
 CUSTODIAN AND CODE NUMBER RESPONSIBILITY MAINTENANCE CODE *
 UNKNOWN 00 UNKNOWN 804 1 2 3 4 5 TOLL
 3

* * * * *
 APPR APPR BRDG BRDG BRDG SIDEWALK * * * * *
 TYPE TEMP CRIT FAV ROWY ROWY DECK TYPE & WIDTH DETOUR CURVE SCH PUB
 SERV STRC FAC WIDTH WIDTH WIDTH LEFT RIGHT LENGTH MORZ VERT BUS TRAN
 52 052 052 052.0 0 070.0 1 09.0 1 09.0 0 0 1

POOR ORIGINAL

01/07/93 COMMWEALTH OF PENNSYLVANIA PAGE NO 2
 PROGRAM ID P-575137 REPORT ID ENG15150
 SCREEN "GR" BRIDGE MANAGEMENT SYSTEM

SR ID. 677AC100500477 RMS FEATURES INTERSECTED DATA * MIN. INFORMATION REQUIRED BY FHWA

STATE ROUTE ID	FEATURE	ON OR	TRAF	RTE	DESN	SKEN
PA 7301 0650	DESCRIPTION	UNDER	ROUTE	5	NO	90 0 00
B	59TH STREET	1	000	N	N	90 0 00
	AMIRAK	2	NNN	N	N	90 0 00

NO	ELECT NAME	ARR	RAILROAD	APP	HWY	FUNC	STATE	NAI	MIN	LAT CL.
04	04	1 24	0994.77	R	NN	NN				10.0
	LANE	TRACKS	STAT	NUMBER	MILLPOST	DIR	SYS	CLAS	NET	LEFT
	04	00		7	12	19				RIGHT

MIN	VERT CL.	MIN	VERT CL.	MIN	VERT CL.
52.0	LEFT	99	99	21	06
	RIGHT	99	99	21	06
	DEF				
	ADT	YEAR	1987		
	ADT	YEAR	1987		

FHWA FEATURES INTERSECTED * FHWA FACILITY CARRIED * NO LANES *
 ANTRAK 59TH STREET 04 00

POOR ORIGINAL

SR ID 67710100500477
 BMS PROPOSED IMPROVEMENTS
 * - MIN. INFORMATION REQUIRED BY FHWA

IR	IMPR	TYPE	WORK	TYPE	SERV	IMPROV	LGTH	STRUCT	BRDG	RDWY	WIDTH	DESIGN	LOAD	NO
1991		*		*		*				*		*		*

ESTIMATED COSTS FOR PROPOSED IMPROVEMENTS IN THOUSANDS

SPAN	TYPE	WORK	TYPE	DECK	DVRD	SUPSR	DVRD	SUBSR	DVRD	SPAN	TOTAL
NOTE				*		*		*		*	*
		332		00705		00521		00597			001926

APPROACH
 PREL IM. DVRD CONST ENG DVRD APPR RDWY DVRD BEMD DVRD OTHER DVRD
 00412 00281 00318 00058 00281

TOTAL TYPE WORK COST: 003796
 REV IND. TOTAL REPLACE COST: 006151
 DVRD:

SR ID 61750100500477
 BMS PROPOSED IMPROVEMENTS
 * - MIN. INFORMATION REQUIRED BY FHWA

* OR COST EST 1991	* TYPE WORK	* TYPE SERV	* IMPROV LGTH STRUC + RDMY	* STRUCT IMPR LGTH	* BRDG WDTH	* RDMY WDTH	* DESIGN LOAD	* NO LANES

* FUTURE ADJ	* YEAR ADJ	* RDMY YEAR	* IMPR TYPE

ESTIMATED COSTS FOR PROPOSED IMPROVEMENTS IN THOUSANDS

* SPAN TYPE MATS APPROACH	* TYPE WORK 322	* DECK OVRD 00705	* SUPSR OVRD 00574	* SUBSR OVRD 00527	* SPAN TOTAL 001926

* PRELNG OVRD 00427	* CONST ENG OVRD 00281	* OFFP RDMY OVRD 00328	* DEMO OVRD 00058	* OTHER OVRD 00281

TOTAL TYPE WORK COST: 003796 REV IND TOTAL REPLACE COST 006151 OVRD:

01/26/73
 REPORT ID: P-4575130
 SHEET: "01"
 COMMUNICATIONS DIVISION
 DEPARTMENT OF TRANSPORTATION
 BRIDGE MAINTENANCE SYSTEM
 PAGE NO: 7
 REPORT ID: BR75210

SIR ID: 8730100500477
 WORK: REPAIR & PAINTING

REPORT DATA

REF	YEAR	DRAWING NUMBER	TYPE	REPAIR	WBRG	YES/NO	FORM	REPAIR DESCRIPTION
-----	------	----------------	------	--------	------	--------	------	--------------------

PAINTING DATA

REF	YEAR	STEEL	EST AREA	NUMBER	COATS	PAINT	GALLONS	FIN	COL	TYPE	CLEAN	TYP	EXT	THICK	COST
-----	------	-------	----------	--------	-------	-------	---------	-----	-----	------	-------	-----	-----	-------	------

POOR ORIGINAL

01/07/73
 PROGRAM ID F4575130
 REPORT ID RM515220
 COMMENCEMENT OF PERFORMANCE
 DEPARTMENT OF TRANSPORTATION
 BRIDGE MAINTENANCE SYSTEM

RNS PROJECT MATTEMANE ACTIVITIES

SF ID 61750100000477

FIMA FEATURE INTERSECTED AMIRAN

REFLECTOR DATE 03/09/70
 MOUNT DEF PIS 055.0
 CD MARK 0160
 NO.1 IMPROV PROJ STATUS 1

ACTIVITY ID	ACTIVITY DESC	LOC	UNIT	EST QTY	EST COST	OV RD	FR D/C	PI NO	MTF PG	CD YR
B744802	REF. EEL. ATT. W.L.S.	NF	S.Y.	000024	0000000000	0000000000	3	3		
B744802	REPAIR GRUTMENT	NF	S.Y.	000008	00009600	0000000000	4	3		
D744102	PAINT SUPPLEMENT	NF	S.Y.	000001	00007000	0000000000	4	4		
D744102	RFR. STL. EXP. DAM	NF	S.Y.	000005	00000000	0000000000	1	3		
E744303	RFR. FTR	NF	S.Y.	000008	00000000	0000000000	4	3		
E744303	RFR. CONCS. STEWALK	NF	S.Y.	000008	00000000	0000000000	3	3		
E744303	RFR. CONCL. BR. PARAFF	NF	S.Y.	000030	00000000	0000000000	3	3		

R.D.PAUMT PAINT/PASTE PAJEMENT NF SY. 10 400 3

POOR ORIGINAL

CITY OF ... COMMISSIONER OF PUBLIC WORKS ... PAGE NO 2
PROJECT NO ... DEPARTMENT OF PUBLIC UTILITIES ... REFERENCE NO 100515240
BRIDGE MANAGEMENT SYSTEM

BRIDGE IDENTIFICATION DATA

SR ID 277571005000077

TYPE CODE ... BRIDGE GROUP ... CRF 4883 ... TOTAL CRF 00
BRIDGE GROUP ... BRIDGE GROUP ... CRF ... TOTAL CRF 00

SPAN FRAC CRF ... FRAC CRF ... CONDITION
NO ... NEITHER ...

POOR ORIGINAL

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265
May 24, 1993

In Re: I-830373

(See attached list)

Investigation upon the Commission's own Motion

Into matters pertaining to the proper service, accommodation, convenience and safety of the traveling public using the rail-highway crossing carrying 59th Street over and above the grade of the tracks of National Railroad Passenger Corporation in the city of Philadelphia, to determine the condition, disposition and responsibility for maintenance of the existing crossing structure.

NOTICE

This is to inform you that a further hearing on the above captioned case will be held Thursday, July 1, 1993 at 10:00 a.m. in Room 1306, Philadelphia State Office Building, Broad and Spring Garden Streets, Philadelphia, Pennsylvania.

We are enclosing herewith, a list of questions, prepared by our Bureau of Safety & Compliance, indicating information to be developed at the hearing, along with other relevant testimony.

Each party is requested to submit testimony and exhibits with respect to the entire crossing alteration project with the understanding that the Commission may, in adjudicating this matter, take jurisdiction over any desired portion of the project.

If any party intends to offer prepared written testimony, such testimony must be served upon each participant of record no less than twenty (20) days prior to this hearing.

If you intend to file exhibits, please be advised that two copies of all hearing exhibits to be presented into evidence must be submitted to the Reporter and an additional copy should be furnished to the presiding officer and each party of record.

The presiding officer in this proceeding is Administrative Law Judge Ky Van Nguyen. Judge Nguyen can be contacted at 1302 Philadelphia State Office Building, Broad and Spring Garden Streets, Philadelphia, Pennsylvania 19130; telephone (215) 560-2105.

DOCUMENT
FOLDER

DOCKETED
MAY 28 1993

330373

Investigation upon the Commission's own motion into matters pertaining to the proper service, accommodation, convenience and safety of the traveling public using the rail-highway crossing carrying 59th Street over and above the grade of the tracks of National Railroad Passenger Corporation in the City of Philadelphia, to determine the condition, disposition and responsibility for maintenance of the existing crossing structure

William D. Pickering, Utility Engineer
PA Department of Transportation
509 Transportation & Safety Bldg.
Harrisburg, PA 17120

Gerald T. Clark, Esq.
City of Philadelphia
8th Fl - 1600 Arch St.
Philadelphia, PA 19103

John Heaton, Chief Counsel
PA Department of Transportation
521 Transportation & Safety Bldg.
Harrisburg, PA 17120

Randall Gyory, Esq.
Philadelphia Gas Works
800 West Montgomery Ave.
Philadelphia, PA 19122

Charles E. Mechem, Esq.
Consolidated Rail Corporation
1138 Six Penn Center Plaza
Philadelphia, PA 17120

Matthew E. Trzepacz, Chief Engineer
SEPTA
200 West Wyoming Avenue
Philadelphia, PA 19140

Interested Parties:

Hon. Vincent Hughes, Member
State House of Representatives
House Post Office
Harrisburg, PA 17120

Scott DeBroff, Esq.
PA PUC - Law Bureau
G-30 North Office Bldg.
P.O. Box 3265
Harrisburg, PA 17120

Hon. Louise Williams Bishop, Member
State House of Representatives
House Post Office
Harrisburg, PA 17120

Rudolph A. Chillemi, Esq.
Philadelphia Electric Co.
2301 Market Street
Philadelphia, PA 19101

Hon. Chaka Fattah, Senator
Senate of Pennsylvania
Senate Post Office
Harrisburg, PA 17120

Dennis Moore, Esq.
AMTRAK
400 N. Capital Street, N.W.
Washington, D.C. 20001

Col. Glenn A. Walm, Commissioner
Pennsylvania State Police
1800 Elmerton Avenue
Harrisburg, PA 17120

James Pachulski, Esq.
Bell of PA
One Parkway - 16th Fl.
Philadelphia, PA 19102

1. City of Philadelphia (hereinafter City) submit into the record a detailed, itemized summary of all costs and expenses incurred initially by it, and which were not previously allocated by Commission order, in furnishing material and performing work in accordance with prior orders of this Commission pertaining to the subject crossing, including the Emergency Order issued March 26, 1993, and submit testimony explaining in full its summary of all costs.
2. City state whether any Federal funds were expended in performing any of the work.
3. City state how the City's transportation system benefits as a result of the existence of the subject above-grade crossing.
4. City state whether it has performed an inspection of the crossing structure; if so, submit into evidence copies of the inspection report.
5. City state whether it recommends any load restrictions on the structure and whether any repairs should be made at this time or in the near future.
6. City state whether it will agree to assume the responsibility for detailed inspection and load rating analysis of the subject structure as directed to be performed by National Railroad Passenger Corporation by Commission order adopted October 31, 1985, if said work has not already been accomplished by others.
7. City state which items of costs incurred initially by it and by others it agrees to bear and which party or parties it suggests should bear the remaining items of costs, stating the basis for such suggested assignment of costs.
8. City state what portions of the subject above-grade crossing it agrees to maintain in the future, and/or assume the costs thereof, and which party or parties it suggests should be required to maintain the remaining portions, being specific in its suggested assignment of responsibilities, and state the basis for such suggested assignment of responsibilities.
9. National Railroad Passenger Corporation (hereinafter AMTRAK) state whether it has performed a detailed inspection of the subject above-grade crossing structure and prepared a report of its inspection as directed in Paragraph Nos. 1 and 2 of the Commission order adopted October 31, 1985; if not, state the reasons why it has failed to comply with said order, and whether it intends to fulfill its responsibilities as directed.
10. AMTRAK submit into the record a detailed, itemized summary of all costs and expenses incurred initially by it, if any, which were not previously allocated by Commission order, in furnishing material and performing work in accordance with prior orders of this Commission pertaining to the subject crossing, and submit testimony explaining in full its summary of all costs.

11. AMTRAK state which items of costs incurred initially by it, if any, and by others it agrees to bear and which party or parties it suggests should bear the remaining items of costs, stating the basis for such suggested assignment of costs.
12. AMTRAK state what portions of the subject above-grade crossing it agrees to maintain in the future, and/or assume the costs thereof, and which party or parties it suggests should be required to maintain the remaining portions, being specific in its suggested assignment of responsibilities, and state the basis for such suggested assignment of responsibilities.
13. Pennsylvania Department of Transportation (hereinafter Department) state whether it has performed an inspection of the crossing structure; if so, submit into evidence copies of the inspection report and explain the present condition of the structure. State whether any load restrictions are recommended and whether any repairs should be made at this time or in the near future.
14. Department state how the Commonwealth's transportation system benefits as a result of the existence of the subject above-grade crossing.
15. Department state which items of costs incurred by others it agrees to bear and which party or parties it suggests should bear the remaining items of costs, stating the basis for such suggested assignment of costs.
16. Department state what portions of the subject above-grade crossing it agrees to maintain in the future, and/or assume the costs thereof, and which party or parties it suggests should be required to maintain the remaining portions, being specific in its suggested assignment of responsibilities, and state the basis for such suggested assignment of responsibilities.
17. Consolidated Rail Corporation state how the railroad company benefits from the existence of the subject above-grade crossing.
18. Consolidated Rail Corporation submit answers to Question Nos. 15 and 16 as if same were directed to it.
19. Southeastern Pennsylvania Transportation Authority state how the Authority benefits from the existence of the subject above-grade crossing.
20. Southeastern Pennsylvania Transportation Authority submit answers to Question Nos. 15 and 16 as if same were directed to it.
21. Query whether any non-carrier public utility company has incurred any initial costs in connection with the ordered repairs of the subject crossing, for which it is seeking reimbursement, and if so, direct each to submit a detailed, itemized summary of all costs and submit testimony explaining in full its summary of costs.

22. Non-carrier public utility companies each, if seeking reimbursement of costs, submit into the record a detailed plan indicating specific location of its facilities prior to the start of the crossing repair projects and as altered or relocated to accommodate the projects, with specific indication as to type and size of each facility.
23. Non-carrier public utility companies each, if seeking reimbursement of costs, identify when its prior facilities were installed and under what permission or authority; state the anticipated service life of the prior facilities when they were installed; state the expected service life of the altered or relocated facilities and give comparison of prior facilities vs. altered or relocated facilities as to specific increases or decreases in capacity of each.
24. Non-carrier public utility companies each state which items of costs incurred it agrees to bear and which party or parties it suggests should bear the remaining items of costs, with the basis for such suggested assignment of costs.
25. Query whether any party in interest, or any other party, desires to submit any additional relevant testimony.

DTW:11

c: Judge Nguyen
John Frazier - PIO
Bur. of Safety/Compliance - 2
Law Bureau
Norma Lewis
Susan Licon
Beth Plantz
Docket Room

Certified Mail
Receipt Requested

June 18, 1993



ORIGINAL

John G. Alford, Secretary
Pennsylvania Public Utility Commission
Room B-18, North Office Building
North Street & Commonwealth Avenue
Harrisburg, PA 17105

RECEIVED

JUN 21 1993

SECRETARY'S OFFICE
Public Utility Commission

Re: 59th Street
PUC Docket No. ~~93-330072~~

State Street
PUC Docket No. I-00000168

Dear Secretary Alford:

Enclosed please for filing with the Commission the originals and two copies of Verified Written Responses To The Questions Posed To National Railroad Passenger Corporation By The Notice of Hearing Dated May 24, 1993, and the Verified Written Responses To The Questions Posed To National Railroad Passenger Corporation By The Notice of Hearing Dated May 18, 1993.

Thank you for your assistance.

Very truly yours,

Dennis M. Moore
Associate General Counsel

DMM:kl

Enclosures

DOCUMENT
FOLDER

ORIGINAL

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Investigation upon the Commission's own motion into the matters pertaining to the proper service, accommodation, convenience and safety of the traveling public using the rail-highway crossing carrying 59th Street over and above the grade of the tracks of National Railroad Passenger Corporation in the city of Philadelphia, to determine the condition, disposition and responsibility for maintenance of the existing crossing structure.

Docket Number
I-830373

RECEIVED

JUN 21 1993

VERIFIED WRITTEN RESPONSES TO THE QUESTIONS POSED
TO NATIONAL RAILROAD PASSENGER CORPORATION
BY THE NOTICE OF HEARING DATED MAY 24, 1993

The National Railroad Passenger Corporation ("Amtrak") hereby responds to the questions posed to Amtrak in the Notice of further hearing to be held on July 1, 1993. The responses on behalf of Amtrak are provided by Mr. Richard H. Cooper, who states as follows:

I am Richard H. Cooper, and my business address is Amtrak, Engineering Department, 30th Street Station, Philadelphia, PA 19104. I am employed by Amtrak as a Senior Engineer, Structural Design. I am authorized to testify in this proceeding on behalf of Amtrak. I am familiar with the questions directed to Amtrak in the Notice for the hearing scheduled for July 1, 1993, and I have supplied Amtrak's responses to those questions

9. National Railroad Passenger Corporation (hereinafter Amtrak) state whether it has performed a detailed inspection of the subject above-grade crossing structure and prepared a report of its inspection as directed in Paragraph Nos. 1 and 2 of the Commission order adopted October 31, 1985; if not, state the reasons why it has failed to comply with said order, and whether it intends to fulfill its responsibilities as directed.

ANSWER: Amtrak performed a detailed inspection of the 59th Street bridge and submitted a report to the Pennsylvania Public Utility Commission on March 5,

DOCKETED DOCUMENT
JUL 07 1993 FOLDER

1985. The inspection was performed in accordance with a Commission order entered May 1, 1984. Subsequent to the submission of the report, the Commission conducted a hearing on June 18, 1985. The report did not include an analysis of the structure. Amtrak did, however, state that the bridge was designed to carry a live load of a 40 ton truck, a 100 pound per square foot live load and two trolley tracks designed to carry trolleys that weighed 600 pounds per linear foot. Pursuant to the hearing, Amtrak was ordered to supply an analysis of the structure. See Order adopted October 31, 1985, attached as Amtrak Exhibit A.

Effective October 1, 1981, an amendment to Section 546b of Title 45 of the United States Code exempted Amtrak from the payment of "any taxes or other fees imposed by any State, political subdivision of a State, or local taxing authority which are levied on the Corporation [Amtrak]." This exemption has been construed to include taxes or fees associated with maintaining highway bridges in Pennsylvania. See National Railroad Passenger Corp. v. Commonwealth of Pennsylvania Public Utility Commission, 665 F. Supp. 402 (E.D.PA 1987), affirmed, 848 F.2d 436 (3d Cir.), cert. denied, 109 S.Ct. 231 (1988), permanent injunction enforced, Order dated January 2, 1991. Accordingly, Amtrak did not comply with the October 31, 1985 order and does not intend to bear the costs of performing the work required by the order.

10. Amtrak submit into the record a detailed, itemized summary of all costs and expenses initially by it, if any, which were not previously allocated by Commission order, in furnishing material and performing work in accordance with prior orders of this Commission pertaining to the subject crossing, and submit testimony explaining in full its summary of all costs.

ANSWER: On June 26, 1985, Amtrak submitted a statement of costs to the Secretary of the Public Utility Commission. A copy of that statement is submitted herewith, marked as Amtrak Exhibit B.

11. Amtrak state which items of costs incurred initially by it, if any, and by others it agrees to bear and which party or parties it suggests should bear the remaining items of costs, stating the basis for such suggested assignment of costs.

ANSWER: Amtrak does not agree to bear any costs it has incurred since October 1, 1981, nor does Amtrak agree to bear costs incurred by others. Amtrak takes no position

regarding which parties other than Amtrak should bear costs assigned pursuant to this proceeding.

12. Amtrak state what portions of the subject above-grade crossing it agrees to maintain in the future, and/or assume the costs therefore, and which party or parties it suggests should be required to maintain the remaining portions, being specific in its suggested assignment of responsibilities, and state the basis for such suggested assignment of responsibilities.

ANSWER: Amtrak does not agree to maintain any portion of the above grade crossing nor does Amtrak agree to bear any of the costs related thereto. The responsibility and costs should be borne by parties other than Amtrak. Amtrak will continue to maintain its railroad facilities under and/or over the subject crossing, at Amtrak's cost and expense.

25. Query whether any party in interest, or any other party, desired to submit any additional relevant testimony.

ANSWER: Amtrak has no further testimony at this time.

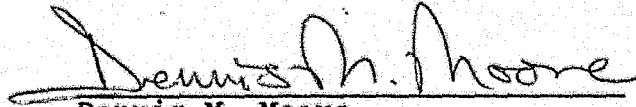
VERIFICATION

The undersigned, having read the foregoing answers, hereby verifies that the answers are based on information furnished to the undersigned, which information has been gathered by Amtrak in the course of this proceeding. The language of the pleading is that of counsel and not of signer. I verify that the foregoing answers are true and correct to the best of my knowledge, information and belief. To the extent that the contents of the pleading are that of counsel, I have relied upon counsel in taking this verification. This verification is made subject to the penalties of 28 Pa.C.S. §4904, relating to unsworn falsification to authorities.

Dated: June 18, 1993

Richard H. Cooper
Richard H. Cooper

Respectfully submitted,

A handwritten signature in cursive script, reading "Dennis M. Moore", is written over a horizontal line.

Dennis M. Moore
Associate General Counsel
Amtrak Law Department
60 Massachusetts Ave., N.E.
Washington, D.C. 20002
202-906-2750
PA Bar Id. No. 24832

Dated: June 18, 1993

Harrisburg, PA 17120

Public Meeting held October 31, 1985

Commissioners Present:

Linda C. Taliaferro, Chairman
Frank Fischl
Bill Shane

Investigation upon the Commission's own motion into the matters pertaining to the proper service, accommodation, convenience and safety of the traveling public using the rail-highway crossing carrying 59th Street over and above the grade of the tracks of National Railroad Passenger Corporation in the city of Philadelphia, to determine the condition, disposition and responsibility for maintenance of the existing crossing structure

I-830373

O R D E R**BY THE COMMISSION:**

We adopt as our action the Recommended Decision of Administrative Law Judge Joseph J. Klovekorn dated September 5, 1985; THEREFORE,

IT IS ORDERED:

1. That National Railroad Passenger Corporation, at its initial cost and expense, within one month from the date of service of the Commission's order, perform a detailed inspection utilizing the methodology and extent of investigation as described in the discussion portion of the Recommended Decision, of the bridge carrying 59th Street over and above the tracks of National Railroad Passenger Corporation in the City of Philadelphia.

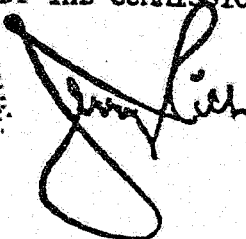
2. That National Railroad Passenger Corporation, at its initial cost and expense, within 2 months from the date of service of the Commission's Order, prepare and submit to this Commission and to all parties of record for review, a detailed report of its inspection performed in accordance with this order. Said report to include but not be limited to the following:

- A. The extent and effect of any deterioration, if noted, and the extent of corrective work, if needed, estimated cost, and construction time to complete the said work.

Amtrak Exhibit A

- B. An engineering analysis of the existing structural members of the bridge to determine the load carrying capacity of the members and a recommendation as to the overall load carrying capacity of the bridge.
- C. Specific recommendation as to work required, estimated cost, and construction time to rehabilitate the bridge to enable it to safely carry maximum legal loads and/or appropriate loads based on the engineering analysis of the overall load carrying capacity.
3. That National Railroad Passenger Corporation, pay to City of Philadelphia a sum or sums of money equal to \$70,821.03 as its share of the cost of the work performed by the City in accordance with the orders of this Commission issued in this proceeding.
4. That City of Philadelphia bear the remaining 50% of the costs incurred by it in furnishing material and performing work in accordance with the orders of this Commission issued in this proceeding.
5. That National Railroad Passenger Corporation, until further order of this Commission, perform an annual inspection of the bridge carrying 59th Street over and above its tracks in the City of Philadelphia, and provide this Commission with the results of its inspection.
6. That the previous orders of the Commission in this proceeding that are not inconsistent with this order remain in full force and effect.
7. That upon completion of the inspection and engineering report, a further hearing be held to receive comments on said report, and resolve any other matter relevant to this proceeding.

BY THE COMMISSION,



Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: October 31, 1985

ORDER ENTERED: NOV 7 1985



JUN 26 1985

Mr. Jerry Rich, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17120

RE: OH 4.77 59th Street
Philadelphia, PA
PA P.U.C. I-830373

Dear Mr. Rich:

At the hearing into the matter of the condition of the 59th Street bridge, held on Tuesday, June 18, 1985, Amtrak was asked to submit a statement of costs incurred to date to comply with the Commission's orders.

Herewith, marked as Amtrak's Exhibit B, is our statement of costs to inspect the bridge and prepare the report requested by the Commission.

We hereby certify that a copy of Exhibit B was sent to all parties of record in this matter by First Class, prepaid, U.S. Postage.

Very truly yours,

James N. Michel, P.E.
Senior Director
Engineering Design

Enclosures: Statement of Costs
List of Parties of Record - Service List

cc: Parties of Record - (Service List)

RHC/har

bcc: H. K. Cohen
W. V. Conaty (Memo #952120)
M. E. Dunn
M. Sabato
A. F. Shaw, Jr.

Amtrak Exhibit B

SERVICE LIST

Admin. Law Judge
Joseph J. Klovekorn
13th Floor
Philadelphia State Office Bldg.
Philadelphia, PA 19130

Mr. Rich Herskovitz, Esq.
PA P.U.C.
P.O. Box 3265
Harrisburg, PA 17120

Mr. W. Clements, P.E.
Chief Utility Engineer
Pennsylvania Department of Transportation
1120 Transportation and Safety Building
Harrisburg, PA 17120

Mr. Edward H. Huss, Staff Counsel
Southeastern PA Transportation Authority
130 South 9th Street
Philadelphia, PA 19107

Mr. Michael S. Chuhinka
Assistant City Solicitor
City of Philadelphia
1520 Municipal Services Building Philadelphia, PA 19107

Mr. A. J. DiGregorio, Docket Clerk
Consolidated Rail Corporation
1138 Six Penn Center Plaza
Philadelphia, PA 19104

Honorable Chaka Fattah, Representative
House Post Office
Main Capitol Building
Harrisburg, PA 17120

Honorable Freeman Hawkins, Senator
Senate Post Office
Main Capitol Building
Harrisburg, PA 17120

PENNSYLVANIA PUBLIC UTILITY COMMISSION
DOCKET I-830373
OH 4.77 59TH STREET BRIDGE
CITY OF PHILADELPHIA

STATEMENT OF COSTS

OCTOBER 9, 1984

Driver	\$ 509.11
Lineman	341.77
Inspector	185.85
Platform Truck	100.00
Subtotal	<u>\$1136.74</u>

OCTOBER 1984 - FEBRUARY 1985

Engineering	\$2880.00
TOTAL COSTS	<u>\$4016.74</u>

All Labor Costs Include Additives for Fringe Benefits.

AMTRAK EXHIBIT B
JUNE 1985

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of June, 1993, I caused to be served a true and accurate copy of the foregoing Verified Written Responses to the Questions Posed To National Railroad Passenger Corporation By The Notice of Hearing Dated May 24, 1993, by first-class mail, postage prepaid to the following:

The Honorable Ky Van Nguyen (VIA FEDERAL EXPRESS)
Administrative Law Judge
Pennsylvania Public Utility Commission
Room 1302
State Office Building
Broad and Spring Garden Streets
Philadelphia, PA 19130

Gerald T. Clark, Esq.
Senior Attorney
City of Philadelphia
8th Floor, 1600 Arch Street
Philadelphia, PA 19103-1628

Charles E. Mechem, Sr. Attorney General
Consolidated Rail Corporation
Law Department 16-A
P. O. Box 41416
Philadelphia, PA 19101-1416

Rudolph A. Chillemi, Esq.
Philadelphia Electric Company
2301 Market Street
Box 8699
Philadelphia, PA 19101

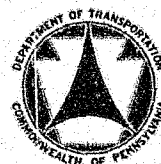
Vincent J. Walsh, Jr., Esq.
Southeastern Pennsylvania
Transportation Authority
7th Floor, 714 Market Street
Philadelphia, PA 19106-2385

James G. Pachulski, Esq.
Bell of Pennsylvania
One Parkway, Floor 16-C
Philadelphia, PA 19102

Scott Debroff, Assistant Counsel
PA PUC
P.O. Box 3265
Harrisburg, PA 17105-3265

Gina M. D'Alfonso, Asst. Counsel
PA Department of Transportation
Room 521, Trans. & Safety Bldg.
Harrisburg, PA 17120


Dennis M. Moore



ORIGINAL

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
Office of Chief Counsel
Harrisburg, Pennsylvania 17120
June 28, 1993

RECEIVED
JUN 29 11:31
M.A.P.H.C.
INFO. CONTROL DIV.

IN REPLY REFER TO

John G. Alford, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, Pennsylvania 17120

BLS

Re: I-830373

Dear Secretary Alford:

Enclosed please find the original and two (2) copies of Notice of Appearance to be filed on behalf of the Department of Transportation in the above-captioned matter.

A copy of the Notice of Appearance of the Department of Transportation have been served on the parties as indicated on the Certificate of Service.

Very truly yours,

Gina M. D'Alfonso

Gina M. D'Alfonso
Assistant Counsel

DOCUMENT
FOLDER

220/GMD:mbm (717-787-2819)

cc: William Pickering, P.E. Right of Way and Utility
Division (ATTN: Henry Farrell)
James B. Ottinger, Dist. 6-0
Parties of Record

ORIGINAL

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Investigation upon the :
 Commission's own motion into :
 the matters pertaining to the :
 proper service, accommodation, : Docket No. I-830373
 convenience and safety of the :
 traveling public using the rail-:
 highway crossing carrying 59th :
 Street over and above the grade :
 of the tracks of National :
 Railroad Passenger Corporation :
 in the city of Philadelphia, to :
 determine the condition, :
 disposition and responsibility :
 for maintenance of the existing :
 crossing structure. :

RECEIVED

JUN 28 1993

SECRETARY'S OFFICE
Public Utility Commission

NOTICE OF APPEARANCE

To the Secretary:

Please enter the appearance of the Pennsylvania Department of Transportation, Commonwealth of Pennsylvania, in the above-captioned proceeding.

Counsel for the Department of Transportation in this proceeding is Gina M. D'Alfonso, Assistant Counsel in Charge, Utility Section, Real Property Division. All service and communications should be addressed to:

Gina M. D'Alfonso
 Assistant Counsel in Charge
 Utility Section/Real Property
 Division
 Office of Chief Counsel
 Room 513, Transportation and Safety Building
 Harrisburg, Pennsylvania 17120
 Telephone: 717-787-2819

DOCKETED

JUL 16 1993

DOCUMENT
FOLDER

Gina M. D'Alfonso

 Gina M. D'Alfonso
 Assistant Counsel in Charge
 Utility Section/Real Property
 Division

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving the foregoing document upon the persons and in the manner indicated below, which service satisfies the requirement of 52 Pa. Code §1.52:

SERVICE BY FIRST-CLASS MAIL ADDRESSED AS FOLLOWS:

Ky Van Nguyen, Administrative Law Judge
1302 Philadelphia State Office Bldg.
Broad & Spring Garden Street
Philadelphia, PA 19130

Joel E. Mazor
Daniel F. Donovan, General Counsel
AJ Digregorio Docket Clerk
1138 Six Penn Center Plaza
Philadelphia, PA 19104

A B Smythe P.E.
1617 J F Kennedy Blvd.
Philadelphia, PA 19103

Edward H. Huss
130 S. North Street
Philadelphia, PA 19107

Honorable Chaka Fattah
House Post Office
Main Capitol Bldg.
Harrisburg, PA 17120

Honorable Freeman Hawkins
Senate Post Office
Main Capitol Bldg.
Harrisburg, PA 17120

PA PUC Law Bureau
P.O. Box 3265
Harrisburg, PA 17105-3265

Edward G. Bauer, Jr., General Counsel
Rudolph A. Chillemi
2301 Market St.
Philadelphia, PA 19101

Gabrielle L. Stritch Corp. Counsel
Philadelphia Gas Works
1800 N. Nith Street
Philadelphia, PA 19122

William L. Leonard, General Counsel
Bell of PA
One Parkway
Philadelphia, PA 19102

W. Scott Armentrout, Esquire
AMTRAK
400 S. Ninth Street
Washington, DC 20001

Harold K. Cohen, Esquire
AMTRAK
1617 John F. Kennedy Blvd.
Philadelphia, PA 19103

Gerald T. Clark, Senior Attorney
City of Philadelphia
1600 Arch Street, 8th Floor
Philadelphia, Pa 19103-1628

Gina M. D'Alfonso
Gina M. D'Alfonso
Assistant Counsel in Charge
Utility Section/Real Property
Division
Office of Chief Counsel
Room 513, Transportation and
Safety Building
Harrisburg, Pennsylvania 17120
Telephone: 717-787-2819

June 26, 1993

APPEARANCE SHEET

ALJ HEARING REPORT

DOCKET NO. I-830373
 CASE NAME Investigation upon the Commission's
own motion
 HEARING LOCATION Philadelphia
 HEARING DATE July 1, 1993
 ALJ Nguyen

CHECK THOSE BLOCKS WHICH APPLY:
 Hearing held YES NO
 Testimony taken YES NO
 Hearing concluded YES NO
 Further hearing needed YES NO
 Estimated add'l days _____
 RECORD CLOSED YES NO
 Date July 1, 93
 Briefs to be filed YES NO
 Date _____

DOCKETED
 JUL 26 1993

RECEIVED
 JUL 08 1993
 Office of A. L. J.
 Public Utility Commission

BENCH DECISION YES NO
 REMARKS: _____

FOLDER

NAMES, ADDRESSES AND TELEPHONE NUMBERS OF PARTIES OR COUNSEL OF RECORD
 PLEASE PRINT CLEARLY
 INCOMPLETE INFORMATION MAY RESULT IN DELAY OF PROCESS

NAME and TELEPHONE NUMBER	ADDRESS	APPEARING FOR
<i>Richard A. Carlson</i> 210 444-457 Telephone No. ()	2301 MARKET ST City PHILA State PA Zip 19104	PECO
<i>Gerald T. Clark</i> 215-686-7692 Telephone No. ()	8th Floor, 1600 Arch Street City Philadelphia State PA Zip 19103	City of Philadelphia
<i>Stuart A. Limer</i> 717-787-2063 Telephone No. ()	513 T & S Bldg City Harnsburg State PA Zip 17120	PennDOT

CHECK THIS BOX IF ADDITIONAL PARTIES OR COUNSEL OF RECORD APPEAR ON BACK.

Richard O. Stover

COMMONWEALTH REPORTING

Reporter

Not listed

Department Street No 1 Phila, PA RJS

DEPARTMENT OF TRANSPORTATION'S TESTIMONY
DOCKET NO. I-830373 - JULY 1, 1993

RECEIVED

AUG 12 1993

- Q. State your name and business address.
- A. My name is Anthony LaSpada and my business address is 150 Allendale Road, Courtside Square, King of Prussia, PA 19406.
- Q. By whom are you employed and in what capacity?
- A. I am employed by the Department of Transportation of the Commonwealth of Pennsylvania, (The "Department"), as District Grade Crossing Coordinator.
- Q. In the course of your duties, have you familiarized yourself with matters pertaining to the safety of the traveling public using the rail-highway crossing carrying 59th Street over and above the grade of the tracks of the National Railroad Passenger Corporation (AMTRAK) in the City of Philadelphia.
- A. Yes, I have.
- Q. Have you prepared the answers to the questions as developed by the Public Utility Commission concerning this hearing?
- A. Yes, I have.
- Q. Are you authorized to testify on behalf of the Pennsylvania Department of Transportation for this hearing?
- A. Yes, I am.

Attached is the Department's Testimony for questions propounded by the Commission relating to the structural adequacy of the 59th Street Bridge over and above the grade of tracks of AMTRAK in the City of Philadelphia.

DOCKETED
AUG 16 1993

DOCUMENT
FOLDER

13. Q. Pennsylvania Department of Transportation (hereinafter Department) state whether it has performed an inspection of the crossing structure; if so, submit into evidence copies of the inspection report and explain the present condition of the structure. State whether any load restrictions are recommended and whether any repairs should be made at this time or in the near future.
13. A. The Department inspected the bridge on February 10, 1993 by a Consultant under contract to the Department. The inspection was done in compliance with Federal requirements in accordance with the National Bridge Inspection Standards (NBIS). An inspection report marked PA Dept. of Transportation Exhibit 1, has been submitted detailing the overall condition of the bridge. The condition of the structure has been rated in fair to poor condition. Currently, there are no load restrictions and the bridge is not posted. The major recommended repairs as described in the inspection report are repairs to the steel plate dams, repair and seal the deck approach and wearing surface. Repairs are also recommended to the spalled areas of the concrete curb and sidewalk and the steel members under the deck of the span as well as the deteriorated areas of the concrete abutments and piers.
14. Q. Department state how the Commonwealth's transportation system benefits as a result of the existence of the subject above-grade crossing.
14. A. The bridge is a local access which services the adjacent communities and not considered to be a benefit to the Commonwealth's Transportation System.
15. Q. Department state which items of costs incurred by others it agrees to bear and which party or parties it suggests should bear the remaining items of costs, stating the basis for such suggested assignment of costs.
15. A. The Department does not agree to bear any portion of the costs relating to the repair and maintenance of the structure. The railroad should be responsible for any costs which it incurs to complete the repairs to the deck. The City should assume costs associated with the repair of the bridge contracting costs and preliminary engineering preparation costs. The basis for suggested assignment of costs is primarily based on the benefits derived by both AMTRAK and the City in protecting the traveling public.

16. Q. Department state what portions of the subject above-grade crossing it agrees to maintain in the future, and/or assume the costs thereof, and which party or parties it suggests should be required to maintain the remaining portions, being specific in its suggested assignment of responsibilities, and state the basis for such suggested assignment of responsibilities.
16. A. The Department does not intend to perform any future maintenance or bear any costs associated with structure improvements. The City should maintain the entire structure and AMTRAK should maintain their facilities and costs thereof.

714 Market Street
Philadelphia, PA 19106-2385
(215) 580- 7459



Southeastern Pennsylvania Transportation Authority
Safety • Service • Continuous Improvement

November 8, 1993

Office of General Counsel
James F. Kicur
G. Roger Bowers
Norman Hedger
Eileen Guerdano Katz
Stanley J. Sirowitz
Philip E. Berens
Brian J. Kendall
Joan L. Gerson
Eugene N. Capranzi
Nicholas J. Staffieri
G. Neil Petersen
Leslie G. Dada
Vincent J. Walsh, Jr.
Deborah A. Lerner
Joan Zubras
William Brown
Lisa Stalder
Gladys Buck
Marjorie Rand
Charles Felletreau
M. Shirley Young
Robert Walter
Joseph Devanney
Adrienne Greenfield
William Faust
Raymond Porreca
Raymond Guir
Jan Feiman
Wayne G. Mineo
Clara Walker
Joyce Deitch
Susan Lemoine
Alec Oppenheimer
Stephen Vestro
Cynthia Eisman
Maryalice Morgue
Meryl Naythons
Barbara Rosenberg

John G. Alford, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17120

RECEIVED
NOV 10 1993

SECRETARY'S OFFICE
Public Utility Commission

RE: 59th Street Bridge in Philadelphia
PUC Docket No. I-830373

Dear Secretary Alford:

Please file the original and three (3) copies of the enclosed Motion and Statement and Verification of SEPTA witness, Michael Di Camillo, which SEPTA by letter of August 23, 1993 had indicated it would be submitting for inclusion in the record of the above-referenced proceeding, now before Administrative Law Judge Ky Van Nguyen.

Please date-stamp and return to me the extra copy of this Motion and Statement in the enclosed, stamped, self-addressed envelope.

Sincerely,

Vincent J. Walsh, Jr.

Vincent J. Walsh, Jr.
Assistant Deputy Counsel

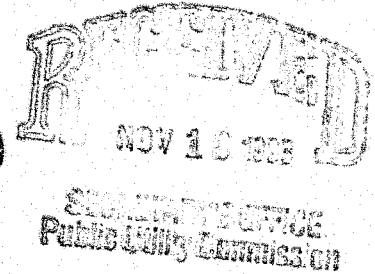
ENC:dm
Enclosures

cc: ALJ K. Van Nguyen
All parties

DOCUMENT
FOLDER

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Investigation upon the Commission's own : Docket No. I-830373
Motion into matters pertaining to the :
proper service, accommodation, :
convenience and safety of the traveling :
public using the rail-highway crossing :
carrying 59th Street over and above :
the grade of the tracks of the :
National Railroad Passenger Corporation :
in the City of Philadelphia, to :
determine the condition, disposition :
and responsibility for maintenance of :
the existing crossing structure. :
NOV 17 1993



MOTION OF
SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY

NOW COMES the Southeastern Pennsylvania Transportation Authority ("SEPTA") by its attorneys and makes the following Motion that the attached Statement supported by Verification be admitted into the record of the above-referenced proceeding.

1. A further hearing in the above-referenced Commission proceeding was conducted by and before Administrative Law Judge ("ALJ") Ky Van Nguyen.

2. At said hearing it became apparent to SEPTA that the Commission and the parties would benefit, in reaching a decision as to the issue or issues involved, from a careful exposition of facts related to the recent sale of part of the railroad right-of-way beneath the subject bridge.

3. The Statement of Michael Di Camillo, with attached copies of documents, including a deed evidencing the conveyance

DOCUMENT
FOLDER

of part of the railroad right-of-way from the National Railroad Passenger Corporation ("Amtrak") to SEPTA, is relevant and material to the above-referenced proceeding, and should be admitted into the record.

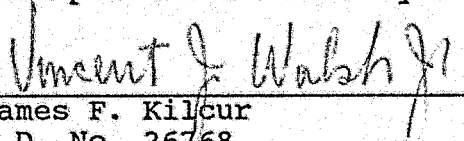
4. As indicated in the attached Certificate of Service, SEPTA has provided copies of this Motion and Statement with all attachments to ALJ Van Nguyen and to all parties.

WHEREFORE SEPTA moves the Statement of Michael Di Camillo with attachments into the record of this proceeding.

Respectfully submitted,

Southeastern Pennsylvania
Transportation Authority

By:


James F. Kilcur
I.D. No. 26768
G. Roger Bowers
I.D. No. 02153
Vincent J. Walsh, Jr.
I.D. No. 28692
714 Market Street
Seventh Floor
Philadelphia, PA 19106-2385
(215) 580-7459

STATEMENT AND VERIFICATION

My name is Michael Di Camillo, I am employed by the Southeastern Pennsylvania Transportation Authority ("SEPTA") as Senior Project Manager, in the Maintenance Facilities Department of the Engineering & Construction Division, and my SEPTA business address is 714 Market Street, Philadelphia, PA 19106.

Although there are essentially no changes in the operation of the Southeastern Pennsylvania Transportation Authority ("SEPTA") beneath the 59th Street bridge, in terms of scheduled SEPTA Regional Rail Division service, the following facts should be made clear:

1. SEPTA took title, by quitclaim deed made August 11, 1992 from the National Railroad Passenger Corporation ("Amtrak"), to a parcel of railroad property extending, as more particularly described in the deed (attached hereto as Attachment No. 1), from the vicinity of Woodbine Avenue and 62nd Street (in Philadelphia) eastwards to the vicinity of approximately 53rd Street, said parcel, therefore, extending beneath the 59th Street bridge, the subject of the proceeding of the Public Utility Commission at docket I-830373. This railroad property, acquired by SEPTA from Amtrak, is hereinafter referred to as the "SEPTA railroad property."

2. Amtrak retained title to railroad right-of-way property all along the south side of the parcel conveyed by the August 11, 1992 deed. The boundary line between the adjacent SEPTA and Amtrak properties is a line parallel to, and 18 feet to the north

side of, a line extending along the middle of Amtrak's Track No. 2.

3. In terms of the 59th Street bridge, beginning on the south side (i.e., the Lancaster Avenue side) of that bridge, Amtrak retains title to Track 1 (the most southerly of the tracks beneath the bridge) and to Track 2 (the track adjacent to Track 1), and Amtrak retains title to the right-of-way (land) beneath and adjacent to said two Tracks, extending to a line as stated above, eighteen feet north of the midpoint of Track 2, and running parallel to Track 2.

4. Also in terms of the 59th Street bridge, SEPTA currently holds title to all other railroad facilities (including also any tracks) beneath the 59th Street bridge, north of the line, referenced in the preceding paragraph, eighteen feet north of the midpoint of Amtrak's Track 2. (See the four excerpted portions of an Amtrak drawing, with notes added by SEPTA counsel, attached hereto as Attachment No. 2.)

5. The purpose of SEPTA's acquisition of the SEPTA railroad property is for SEPTA's construction and operation of a new SEPTA Regional Rail Division maintenance facility and rail yard on the parcel. (See the recent SEPTA "Notice" advertising SEPTA's activities in constructing its "Overbrook Yard" to its riders, attached hereto as Attachment No. 3.)

6. SEPTA has recently completed construction of a new Track 4 on SEPTA's property, immediately north of the Amtrak-SEPTA property line. Track 4 lies upon and along the SEPTA

railroad property, from Woodbine Avenue (where it connects into the Amtrak tracks, upon Amtrak property, to the west) to 52nd Street. East of 52nd Street, Track 4 lies on others' property, extending to 44th Street interlocking (switches). There is no "Track 3" beneath the 59th Street bridge, and there are no plans for such a track between Track 2 and Track 4.

7. SEPTA's use of SEPTA's Track 4 underneath the 59th Street bridge is for westbound SEPTA commuter rail traffic. Eastbound SEPTA commuter rail traffic will continue use of one or another of Amtrak-owned Tracks 1 and 2 beneath the 59th Street bridge. The track formerly used by SEPTA up to this time for westbound SEPTA commuter rail traffic under the 59th Street bridge near the north end of the bridge has now been removed.

8. Consolidated Rail Corporation ("Conrail") has the right to use Track 4. It is understood, however, that Conrail intends such usage to be rare, insofar as it would be part of a back-up emergency alternative to other Conrail routes between the Philadelphia area and Conrail points to the west. SEPTA has no information as to current Conrail rights, if any, for the use of Amtrak-owned Tracks 1 and 2 under the 59th Street bridge.

9. The movements of all trains of Amtrak and of SEPTA operating on Amtrak Tracks 1 and 2 and of all trains of SEPTA operating on SEPTA Track 4 beneath the 59th Street bridge are now and will continue to be under the control of Amtrak dispatchers.

10. New Jersey Transit ("NJT") trains do not operate, nor are there any plans known to SEPTA for their future operation, on

any of the tracks of Amtrak and of SEPTA beneath the 59th Street bridge. NJT is another commuter authority whose trains and service, recently introduced into Pennsylvania in the Philadelphia area, operate on certain other Amtrak rights-of-way.

11. The remainder of the railroad right-of-way now owned by SEPTA beneath the 59th Street bridge (between Track 4 and the north side of the bridge) will be used by SEPTA exclusively for its Overbrook Rail Maintenance Shop, scheduled for completion in August, 1994. In this regard, three SEPTA railroad yard tracks will lie beneath the 59th Street bridge, between new Track 4 and the north side of the Bridge. These three tracks will lead into/out of the Maintenance Shop located immediately east of the Bridge.

12. The catenary over SEPTA's newly-constructed Track 4 is not connected or attached in any way to the 59th Street bridge above said Track. Yard tracks, referred to in the immediately preceding paragraph, will similarly have no connections or attachments to the bridge.

In support of this Statement, I have taken the attached Verification.


Michael Di Camillo
Michael Di Camillo

VERIFICATION

I, Michael Di Camillo, hereby verify that I am a Senior Project Manager of the Southeastern Pennsylvania Transportation Authority, duly authorized to provide the foregoing Statement to the Pennsylvania Public Utility Commission, and that the facts set forth in said Statement are true and correct to the best of my knowledge, information and belief.

I understand that false statements herein are subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

Dated

11/8/93

Michael Di Camillo
Michael Di Camillo

QUITCLAIM DEED

THIS QUITCLAIM DEED made this 11th day of August, 1992 by and between the NATIONAL RAILROAD PASSENGER CORPORATION (Amtrak), a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia with offices at 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 (hereinafter referred to as "Grantor"), and SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY (SEPTA), a body corporate and politic which exercises the public powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof (hereinafter referred to as "Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of Nine Hundred Seventy Eight Thousand Five Hundred Dollars (\$978,500.00) and other valuable consideration paid to Grantor by Grantee, the receipt of which is hereby acknowledged, does by these presents, remise, release and quitclaim unto Grantee, its successors and assigns, all of Grantor's right, title and interest in and to that certain parcel of land, with improvements thereon, situated in the 52nd Ward of the City of Philadelphia, County of Philadelphia, Commonwealth of Pennsylvania, as outlined in red on Exhibit A attached hereto and made a part hereof, and more particularly described as follows:

Beginning at a point in the southeasterly line of Woodbine Avenue (60 feet wide), said point being located North $56^{\circ} 58' 27''$ East, 90.98' from the intersection of the said southeasterly line of Woodbine Avenue with the northerly line of 62nd Street (50 feet wide); thence along the said southeasterly line of Woodbine Avenue, being the northwesterly line of this parcel, North $56^{\circ} 58' 27''$ East, 60.72' to a point; Thence the following courses and distances being the northerly right-of-way line of the Amtrak Railroad property;

1) S $62^{\circ} 14' 14''$ E, 294.01'; 2) S $56^{\circ} 58' 27''$ W, 19.84'; 3) S $54^{\circ} 04' 26''$ E, 350.92'; 4) S $73^{\circ} 38' 22''$ E, 59.64'; 5) S $77^{\circ} 16' 22''$ E, 99.67' to a point of curve; 6) along a line curving to the left having a radius of 3699.23', the arc distance of 249.88' to a point of tangent;
7) S $84^{\circ} 57' 35''$ E, 432.91' 8) S $24^{\circ} 04' 26''$ W, 172.86' 9) S $65^{\circ} 55' 35''$ E, 494.32'; 10) S $7^{\circ} 03' 45''$ W, 22.93'; 11) S $74^{\circ} 32' 32''$ E, 146.31'; 12) S $65^{\circ} 55' 35''$ E, 355.21'; 13) S $56^{\circ} 59' 48''$ E, 71.01'; 14)

S 65° 55' 35" E, 141.39'; 15) S 04° 08' 49" W, 20.37';
16) S 76° 41' 14" E, 102.59'; 17) S 65° 55' 35" E,
41.61'; 18) S 24° 01' 02" W, 1.67'; 19) S 65° 55' 35" E,
412.62'; 20) S 8° 57' 22" W, 21.44'; 21) S 72° 26' 25" E,
182.47'; 22) S 65° 55' 35" E, 215.40' 23) S 19° 58' 36" E,
58.18'; 24) S 65° 55' 35" E, 227.09'; 25) N 28° 40' 20" W,
36.56'; 26) S 72° 32' 36" E, 185.30'; 27) S 65° 57' 10" E,
1115.72'; 28) S 44° 20' 52" E, 142.20'; 29) S 56° 39' 55"
E, 313.00'; 30) S 51° 51' 54" E, 427.00'; to a point on the
newly created subdivision line, said line being parallel
with and 18.00 feet northerly of the centerline of track #2
of the Amtrak Railroad line. Thence along said subdivision
line; 31) N 65° 53' 39" W, 155.00' to a point of curve;
32) along the arc of a circle curving to the left, having a
radius of 1718.00 feet, an arc distance of 171.20 feet; 33)
N 71° 36' 13" W, 430.32'; 34) N 69° 45' 26" W, 113.82';
35) N 65° 55' 35" W 3549.63' to a point of curve; 36)
along the arc of a circle curving to the right, having a
radius of 5103.00 feet, an arc distance of 1644.08 feet to
the first mentioned point and place of beginning of this
parcel.

Containing an area of 31.469 acres more or less.

TOGETHER WITH the right of Grantee (either itself or with Grantor's forces, as may be required by Grantor's collective bargaining agreements) to install, replace and maintain switches and other such devices of a type and specification acceptable to Grantor's Chief Engineer that will permit Grantee to have permanent ingress and egress to Grantor's mainline tracks #1 and #2 at the east and west end of the interlockings in order to permit the operation of Grantee's proposed new rail maintenance facility to be erected on the Parcel. Access to Grantor's mainline tracks from the proposed rail maintenance facility is granted by Grantor to Grantee at no additional cost, but as part of the purchase price of \$978,500.00. Capital work that must be performed by Grantor to accomplish the rail access described above and any electric traction work required to accomplish the rail access described above shall be paid for by Grantee under the provisions of the current Amtrak-SEPTA Master Force Account Agreement for capital work. Rail operations by Grantee on Grantor's tracks shall be governed by the existing Agreement for Access and Services on the Northeast Corridor between Amtrak and SEPTA dated December 23, 1982, as amended.

EXCEPTING therefrom, however, and reserving to Grantor, its successors and assigns, forever, permanent easements and rights to use, operate, maintain, repair, renew, upgrade, replace and remove on, under, over and across the aforesaid parcel of land conveyed by this Deed (hereinafter referred to as the "Parcel"), any lines, poles, pipes, appliances, equipment, structures, facilities and appurtenances (hereinafter referred to individually and collectively as "Fixtures") existing on and used or useful as of the date of delivery of this Deed (and, with respect to the two existing duct banks, the right subsequent to the date of delivery of this Deed to install fiber optic cables) as part of any railroad communication, signal or interlocker system, or as part of any electric, telephone, telegraph, water, gas, steam, sanitary sewer, storm sewer or other utility system, together with the easement of reasonable access over the aforesaid Parcel to permit the exercise of the foregoing easement and rights.

Except in case of emergency, Grantor will give Grantee reasonable notice before entering on the Parcel to exercise the easements and rights granted in the above paragraph, and Grantor will exercise such easements and rights (a) so as not to interfere unreasonably with Grantee's use and enjoyment of the Parcel, (b) in compliance with generally applicable reasonable requirements established from time to time by Grantee, and (c) so as not to increase materially the burden on the Parcel existing on the date of delivery of the Deed. Grantor will indemnify and save harmless Grantee from any loss, damage or expense arising from the exercise of the foregoing easements and rights, except where such loss, damage, or expense is caused by the sole negligence of Grantee.

If the location of any Fixture substantially impedes the use of any part of the Parcel by Grantee, Grantor will, upon written request of Grantee and at Grantee's sole cost and expense relocate such Fixture or cause the same to be relocated unless (a) such Fixture cannot be relocated as proposed by Grantee without unreasonable interference with Grantor's railroad operations or without impairment to the integrity of the system of which the Fixture is a part, or (b) Grantor will not have reasonable access to such Fixture after relocation as requested by Grantee.

Grantee will not construct or permit the construction of any structure within eighteen (18) feet, measured mid span at 60 degrees Fahrenheit, of any of Grantor's overhead conductors on pole lines.

Grantee will erect and maintain between the Parcel and Grantor's adjacent railroad right-of-way, a fence with gate(s) of a type and specifications acceptable to Grantor's Chief Engineer.

Grantee will erect and maintain around any catenary structures located on the Parcel, protecting devices of a type and specification acceptable to Grantor's Chief Engineer.

Grantor shall reserve permanent easements for the use of all existing wire and pipe occupancies on, under, or over the Parcel as of the date of this Deed, whether such occupancies are recorded or not, together with the right, at Grantor's sole discretion, to grant permanent easements in respect of such existing occupancies and to retain all remuneration therefrom.

If the Parcel is graded and/or paved, it must slope away from Grantor's railroad right-of-way, unless an alternative design to provide better drainage is approved by the Grantor's Chief Engineer.

For the purpose of this Quitclaim Deed, "Environmental Law" means without limitation all applicable laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments, departments, commissions, officers, relating in any manner or way to a) soil, water, air, noise, or other environmental standards, or b) the control and/or abatement of environmental pollution and/or environmental hazards, which now or at any time hereafter may be applicable, or claimed to be applicable, whether or not the claim is or is determined to be well founded.

Grantee acknowledges that it has conducted a diligent inspection of the Parcel and that it has discovered contaminated soils on the property as described in the Phase I Environmental Site Assessment for the Overbrook Maintenance Facility, dated December, 1991, prepared by Gannett Fleming, Inc. (the "Phase I" study) and the Phase II Environmental Site Assessment for the Overbrook Maintenance Facility, dated February, 1992, prepared by Gannett Fleming, Inc. (the "Phase II" study). In order to satisfy the provisions of 35 P.S. 6020.512 (b), the Grantor acknowledges that the surface area size and exact location of the disposed substances and a description of the types of contaminated soils contained therein is set forth in the above-referenced Phase I and Phase II studies. Such Phase I and Phase II studies will be available in the corporate offices of Grantor and Grantee. The Pennsylvania Department of Environmental Resources ("PA DER") has approved of Grantee's protocol for handling these contaminated soils as set forth in a letter from
of PA DER to

of Grantee, dated _____, 1992. Subject to the indemnification set forth below, Grantee will use its best efforts to use and maintain the Parcel in full compliance with Environmental Law.

Grantee further covenants and agrees to and will at all times indemnify, protect, defend and save harmless Grantor from and against any losses, damages, liabilities, suits, claims, demands, judgments, costs, interest and expenses (collectively "losses and damages") which Grantor may directly or indirectly suffer, sustain or be subjected to by reason of, on account of, or arising out of a violation or alleged violation of, or compliance or noncompliance with, any Environmental Law relating in any way to the occupancy or use of the Parcel, including any disposal, discharge, or release in connection with the Parcel; whether such losses and damages be suffered or sustained by Grantor directly or by its employees, officers, agents, servants, contractors, or licensees, or by any other person or entity, including Grantee, who may seek to hold Grantor liable therefor, except when such losses and damages are due, in whole or in part, to the negligence of Grantor, its agents or employees.

Grantee will bear all expenses and the cost of all transfer and recording taxes, fees and charges in connection with this Deed and any other instructions delivered pursuant to this agreement.

THIS QUITCLAIM DEED is delivered by Grantor and accepted by Grantee upon the understanding and agreement that should any claim adverse to the right, title or interest hereby quitclaimed be asserted and/or proved, no recourse will be had against Grantor.

TO HAVE AND TO HOLD the Parcel unto Grantee and its successors and assigns, to the only use and benefit of Grantee, its successors and assigns, forever, so that neither Grantor, nor any other person or persons in its name and behalf, will hereafter claim or demand any right, title or interest in or to the Parcel or any part thereof, except as herein expressly excepted and reserved, but they and everyone of them will by these presents be excluded and forever barred.

IN WITNESS WHEREOF, Grantor has hereunto caused to be set its corporate hand on this date first hereinabove written.

NATIONAL RAILROAD PASSENGER CORPORATION

By: Tony DeAngelo
Vice President
Real Estate and
Operations Development

FORM APPROVED
DATE 7/28/92
MJD
LAW
DEPARTMENT

ATTEST:

John M. Carter

Assistant Corporate Secretary

District of Columbia)
City of Washington) ss:

On the 11th day of August, 1992, before me personally came Tony DeAngelo, to me known, who, being by me dully sworn, did depose and say that he resides in Alexandria, Virginia; that he is the Vice President, Real Estate and Operations Development of the National Railroad Passenger Corporation, the corporation described in and which executed the within Quitclaim Deed, and that he signed his name thereto pursuant to authority vested in him by said corporation.

Beverly J. Vinstan
Notary Public
My commission expires: 6-30-97

* John J. Turpin
for Tony DeAngelo

FORM OF CERTIFICATION TO BE USED
AS REQUIRED BY CITY OF PHILADELPHIA
REAL ESTATE TRANSFER TAX ORDINANCE

SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY (Name) certifies that he is connected with
the transaction entered into between NATIONAL RAILROAD PASSENGER CORP, A DISTRICT OF (Grantor)
60 MASSACHUSETTS AVE NORTH EAST and COLUMBIA CORP.
WASHINGTON, DC 20002 (Address of grantor) and SOUTHEASTERN PENNSYLVANIA TRANSPORTATION
714 MARKET STREET, PHILA., PA (Address of grantee) AUTHORITY (Grantee)
with regard to which this certificate is given in the capacity of

and that the true, full and complete consideration of such
transaction, including liens and other encumbrances, is NINE HUNDRED SEVENTY EIGHT THOUSAND
FIVE HUNDRED Dollars.
(\$ 978,500.00).

The highest assessed value of said real estate for local tax purposes is FOUR HUNDRED TWENTY ONE
THOUSAND EIGHT HUNDRED
TWENTY ONE Dollars (\$421,824.00). (COVERS ADDITIONAL PROPERTIES)

The fair value of the property is THOUSAND FIVE HUNDRED Dollars (\$ 978,500.00).

If the above transaction is not taxable in whole or in part, give detailed explanation in this space.

THIS IS A CONVEYANCE FROM THE NATIONAL RAILROAD PASSENGER CORP, A DISTRICT
OF COLUMBIA CORP. WHICH IS EXEMPT PURSUANT TO PUBLIC LAW 97-257 OF THE
SUPPLEMENTAL APPROPRIATIONS ACT, 1982 TO THE SOUTHEASTERN PENNSYLVANIA
TRANSPORTATION AUTHORITY AN AGENCY OF THE COMMONWEALTH OF PENNSYLVANIA.

I hereby certify that the statements contained herein are true and correct to the
best of my knowledge and belief. I understand that if I knowingly make any false statement
herein I am subject to such penalties as may be prescribed by law or ordinance.

Tony DeAngelis by [Signature]
Phila. County - Real Estate
Inspector and Clerk

(Signature)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
POST OFFICE BOX 8910
HARRISBURG, PA 17105-8910

REALTY TRANSFER TAX
STATEMENT OF VALUE

See Reverse for Instructions

State Tax Paid	
Number	
Page Number	
Date Recorded	

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A CORRESPONDENT - All inquiries may be directed to the following person:

Name _____ Telephone Number: _____

SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY
 Street Address _____ City _____ State _____ Zip Code _____
 714 MARKET STREET PHILADELPHIA PENNSYLVANIA 19107

B TRANSFER DATA

Grantor(s)/Lessor(s) NATIONAL RAILROAD PASSENGER CORP, A DISTRICT OF COLUMBIA CORP.	Date of Acceptance of Document _____	Grantee(s)/Lessee(s) SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY
Street Address 60 MASSACHUSETTS AVE NORTH EAST	Street Address 714 MARKET STREET	
City WASHINGTON, DC	City PHILADELPHIA	State PA
Zip Code 20002	Zip Code 19107	

C PROPERTY LOCATION

Street Address
PARCEL A (31.568 Acres) KNOWN AS
6120 WOODBINE AVENUE
City, Township, Borough
PHILADELPHIA
Country
PHILADELPHIA
School District
PHILADELPHIA
Tax Parcel Number
34-2-1374

D VALUATION DATA

1. Actual Cash Consideration \$978,500.00	2. Other Consideration + NONE	3. Total Consideration = \$978,500.00
4. County Assessed Value (COVERS ADDITIONAL PROPERTIES) \$421,824.00	5. Common Level Ratio Factor x N/A	6. Fair Market Value = \$978,500.00

E EXEMPTION DATA

1a. Amount of Exemption Claimed 100%	1b. Percentage of Interest Conveyed 100%
---	---

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to Agent or Straw Party. (Attach copy of agency/straw party agreement).
- Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____
- Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
- Corrective deed (Attach copy of the prior deed).
- Statutory Corporate Consolidation, Merger or Division. (Attach copy of articles).
- Other (Please explain exemption claimed, if other than listed above.) _____

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Taxpayer or Representative: *[Signature]* Date: *8/11/92*
 Signature of Recorder of Deeds: *[Signature]* Date: *8/11/92*

WATER AND SEWER RENTS

The National Railroad Passenger Corporation ("Amtrak") hereby affirms, to the best of its knowledge and belief after due inquiry, that as of the date of Closing (as defined in the Agreement of Sale), there are no water and/or sewer rents due on that parcel situate in the City and County of Philadelphia, Commonwealth of Pennsylvania, that is conveyed to SEPTA by Amtrak pursuant to an Agreement of Sale dated December 2, 1991, as amended.

NATIONAL RAILROAD PASSENGER CORPORATION

BY

Tony DeAngelo by John J. Turpin
Tony DeAngelo
Vice President
Real Estate and
Operations Development

Date:

August 11, 1992

INDEMNIFICATION AGREEMENT

The National Railroad Passenger Corporation ("Amtrak") hereby indemnifies and saves harmless the Southeastern Pennsylvania Transportation Authority ("SEPTA") with respect to any judgement lien listed on Schedule B to the Title Insurance Commitment No. D011158MB issued by Commonwealth Land Title Insurance Company to SEPTA, or shown on any continuation search to the date of Closing (as defined in the Agreement of Sale), which would constitute a lien on that parcel situate in the City and County of Philadelphia, Commonwealth of Pennsylvania, that is conveyed to SEPTA by Amtrak pursuant to an Agreement of Sale dated December 2, 1991, as amended.

NATIONAL RAILROAD PASSENGER CORPORATION

APPROVED

BY Tony DeAngelo John J. [Signature]
Tony DeAngelo
Vice President
Real Estate and
Operations Development

DATE 7/28/92
BY MEB
LAW
DEPARTMENT

Date: August 11, 1992

INTRA-OFFICE MEMORANDUM

TO: E. Cipriani
FROM: J. F. Marchese *J.F. Marchese*
SUBJECT: PaDER REPORT
ON THE OVERBROOK SITE
DATE: August 10, 1992

cc: M. DiCamillo
R. Fasy
R. Hopkins
J. Kilcur
F. Mlynarski

On August 6, 1992, I talked with Chris Falkler, of PaDER Waste Management Department, concerning PaDER's forthcoming recommendations about the Overbrook site. He informed me that he had finished the report, and that it was "in typing".

I asked him to verbally relay to me his findings and he told me that, based on our site assessments and follow-up testing and reports, there is no need for further testing and no need for remediation of the site.

As soon as the official correspondence reaches me, I will forward a copy to you.

JFM:eb

INTRA-OFFICE MEMORANDUM

TO: E. Cipriani
FROM: J. F. Marchese *J.F. Marchese*
SUBJECT: PaDER REPORT
ON THE OVERBROOK SITE
DATE: August 10, 1992

cc: M. DiCamillo
R. Fasy
R. Hopkins
J. Kilcur
F. Mlynarski

On August 6, 1992, I talked with Chris Falkler, of PaDER Waste Management Department, concerning PaDER's forthcoming recommendations about the Overbrook site. He informed me that he had finished the report, and that it was "in typing".

I asked him to verbally relay to me his findings and he told me that, based on our site assessments and follow-up testing and reports, there is no need for further testing and no need for remediation of the site.

As soon as the official correspondence reaches me, I will forward a copy to you.

JFM:eb

CERTIFICATE OF RESOLUTION

I have compared the below resolution adopted by the Board of Directors of the National Railroad Passenger Corporation (Amtrak) at a regular meeting held in Washington, D.C., a quorum being present, on the 20th day of October, 1982, as recorded in the minute book of the Corporation, as amended January 23, 1991, and July 24, 1991, and I hereby certify that the same is true, correct and complete copy thereof, and that the same has not been rescinded.

RESOLVED, that the President is granted the authority, delegable at his discretion, to act on behalf of the Corporation, with regard to revenue-producing real estate transactions where the aggregate consideration in any one transaction is \$500,000 or less, and in the case of management agreements, the aggregate minimum consideration in any one transaction is \$500,000 or less, provided that all such transactions exceeding that amount shall be presented to the Board for its approval prior to execution. In addition, all development projects - generally, all transactions involving the use of the Corporation's real property, including air rights, by a third party or a joint venture between Amtrak and third parties for the purpose of a significant commercial, industrial or residential development in which the Corporation participates and receives a share of the revenue generated - shall also be presented to the Board for its approval prior to execution.

August 11, 1992
Date

John M. Carten
John M. Carten
Assistant Corporate Secretary
National Railroad Passenger
Corporation (Amtrak)

(seal)

DV
JO
RLB
JSW

NATIONAL RAILROAD PASSENGER CORPORATION
INTEROFFICE MEMORANDUM

October 3, 1991

To: Executive Staff
From: Jane E. Bass *JB*
Subject: Board Actions

RECEIVED

OCT 4 1991

VICE PRESIDENT
REAL ESTATE & OPERATIONS
DEVELOPMENT

At its meeting on September 23, 1991 the Board of Directors approved the following CAR:

- o 91-121 Automated Response System

The Board also approved the following resolutions:

Resolution Approving Operating and Capital Programs

Resolution Authorizing the Sale of Property to the Southeastern Pennsylvania Transportation Authority (SEPTA) in Philadelphia, Pennsylvania for a Rail Yard and Rail Maintenance Facility

Resolution Authorizing the Corporation to Implement the Retail Development Program for 30th Street Station, Philadelphia, Pennsylvania

Resolution Authorizing the Submission of a Proposal and the Execution of a Contract to Operate the Peninsula Commute Service

Resolution Authorizing a Newsstand Lease to Faber, Coe & Gregg, Inc., Baltimore, Maryland, Station

Resolution Authorizing the Sale of Property and Easements to the State of New Jersey Department of Transportation (NJDOT) in North Brunswick, New Jersey, for completion of the Route #1 Overpass Bridge

Resolution Authorizing the Sale of Property and
Easements to the State of New Jersey Department
of Transportation (NJDOT) in Trenton, New Jersey,
for Completion of the Route #129 Overpass Bridge

Resolution Approving Pennsylvania Liquor License

cc: B. Balanda
D. Hoyle

DRAFT

RESOLUTION AUTHORIZING
THE SALE OF PROPERTY TO
THE SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY (SEPTA)
IN PHILADELPHIA, PENNSYLVANIA FOR
A RAIL YARD AND RAIL MAINTENANCE FACILITY

WHEREAS, the Corporation owns real property in Philadelphia, Pennsylvania; and

WHEREAS, the acquisition of this property by the Southeastern Pennsylvania Transportation Authority (SEPTA) for a rail yard and rail maintenance facility will not negatively impact the operational needs of the Corporation; and

WHEREAS, the Corporation will benefit from the granting of fee interests in this property by receiving fair market value; be it

RESOLVED, That the President, the Executive Vice President or the Vice President - Real Estate and Operations Development, on behalf of the Corporation, is authorized to execute all necessary documents to complete this transaction as described in the attached Real Estate Justification.

MCG
8/15/91

CERTIFICATE

The undersigned, in the capacity of Assistant Corporate Secretary of the National Railroad Passenger Corporation (Amtrak), hereby certifies:

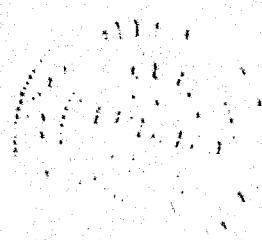
1. That Tony DeAngelo, in his capacity as Vice President, Real Estate and Operations Development of this Corporation, has been, and is, authorized to execute and deliver on behalf of this Corporation a Quitclaim Deed to Southeastern Pennsylvania Transportation Authority (SEPTA).
2. That Tony DeAngelo is Vice President, Real Estate and Operations Development of this Corporation.

IN WITNESS WHEREOF, I have set my hand and the seal of this Corporation this 11 date of August, 1992.



John M. Carten
Assistant Corporate Secretary
National Railroad Passenger
Corporation (Amtrak)

(seal)



NATIONAL RAILROAD PASSENGER CORPORATION

INTEROFFICE MEMO

DATE: July 27, 1992

TO: Executive Staff
FROM: Tony DeAngelo
SUBJECT: Delegation of Authority

I will be out of the office on July 30-31 and August 3-14, 1992. In my absence the following individuals will act in my stead and have full signing authority:

W. Douglas Varn
Senior Director
Asset Management

July 30-July 31
Ext. 3888

Donald Pross
Senior Director
Real Estate Development

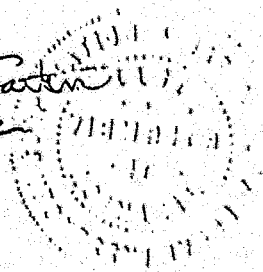
August 3-7
Ext. 3884

John Turpin
Director
Real Estate Marketing

August 10-14
Ext. 2663

cc: Beverly Balanda
R. L. Lewis
W. D. Pearse

John M. Carter
8-11-92



NATIONAL RAILROAD PASSENGER CORPORATION

INTEROFFICE MEMORANDUM

TO: Executive Staff
FROM: John Turpin *J. Turpin*
SUBJECT: Delegation of Authority

DATE: August 10, 1992

I will be out of the office on August 10-14. In my absence, the following individual will act in my stead and have full signing authority regarding the sale by the National Railroad Passenger Corporation (Amtrak) to the SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY (SEPTA) pursuant to an Agreement of Sale dated December 2, 1991, as amended:

Jonathan Stuart Wyner
Project Manager -
Real Estate Marketing
and Development

August 10-14
Ext. 2586

cc: Beverly Balanda
R. L. Lewis
W. D. Pearse

John M. Costen
8-11-92

A.: SETTLEMENT STATEMENT APPLICATION O. D01115MB

GUARANTEED ABSTRACT CORPORATION
 agent for Commonwealth Land Title Insurance Company

U.S. Department of Housing and Urban Development

B. TYPE OF LOAN

1. FHA 2. FMHA 3. CONV. UNINS.
 4. VA 5. CONV. INS.

6. FILE NUMBER *N/A* 7. LOAN NUMBER *N/A*
 8. MORTGAGE INSURANCE CASE NUMBER *N/A*

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME AND ADDRESS OF BORROWER
 Southeastern Pennsylvania Transportation Authority

E. NAME AND ADDRESS OF SELLER
 National Railroad Passenger Corporation

F. NAME AND ADDRESS OF LENDER
N/A

G. PROPERTY LOCATION
 6120 Woodbine Ave

H. SETTLEMENT AGENT
 GUARANTEED ABSTRACT CORPORATION
 PLACE OF SETTLEMENT
 AMTRAK
 WASH. D.C. 20002

I. SETTLEMENT DATE
 August 11, 1992

CLOSER
 Jeff Rimer

J. SUMMARY OF BORROWER'S TRANSACTION

K. SUMMARY OF SELLER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER:

400. GROSS AMOUNT DUE TO SELLER:

101. Contract sales price	978,500.00	401. Contract sales price	978,500.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	6,400.00	403.	
104.		404.	
105.		405.	

Adjustments for items paid by seller in advance

106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. School taxes to		408. School taxes to	
109. Water/Sewer to		409. Water/Sewer to	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	984,900.00	420. GROSS AMOUNT DUE TO SELLER	978,500.00

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:

500. REDUCTIONS IN AMOUNT DUE TO SELLER:

201. Deposit or earnest money		501. Deposit or earnest money	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Payoff of first mortgage loan	
204.		504. Taxes to	
205.		505. Water/Sewer to	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
210.		510.	
211.		511.	
212.		512. Escrow for:	

Adjustments for items unpaid by seller

213. City/town taxes to		513. City/town taxes to	
214. County taxes to		514. County taxes to	
215. School taxes to		515. School taxes to	
216. Water/Sewer to		516. Water/Sewer to	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY / FOR BORROWER		520. TOTAL REDUCTION AMOUNT DUE SELLER	

300. CASH AT SETTLEMENT FROM / TO BORROWER

600. CASH AT SETTLEMENT TO / FROM SELLER

301. Gross amount due from borrower (line 120)	984,900.00	601. Gross amount due to seller (line 420)	978,500.00
302. Less amounts paid by/for borrower (line 220)	()	602. Less reductions in amount due seller (line 520)	()
303. CASH	984,900.00	603. CASH	978,500.00
(<input checked="" type="checkbox"/> FROM) (<input type="checkbox"/> TO) BORROWER	12,600.00	(<input checked="" type="checkbox"/> TO) (<input type="checkbox"/> FROM) SELLER	

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent *[Signature]* Date *8/11/92*

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U. S. Code Section 1001 and Section 1010.

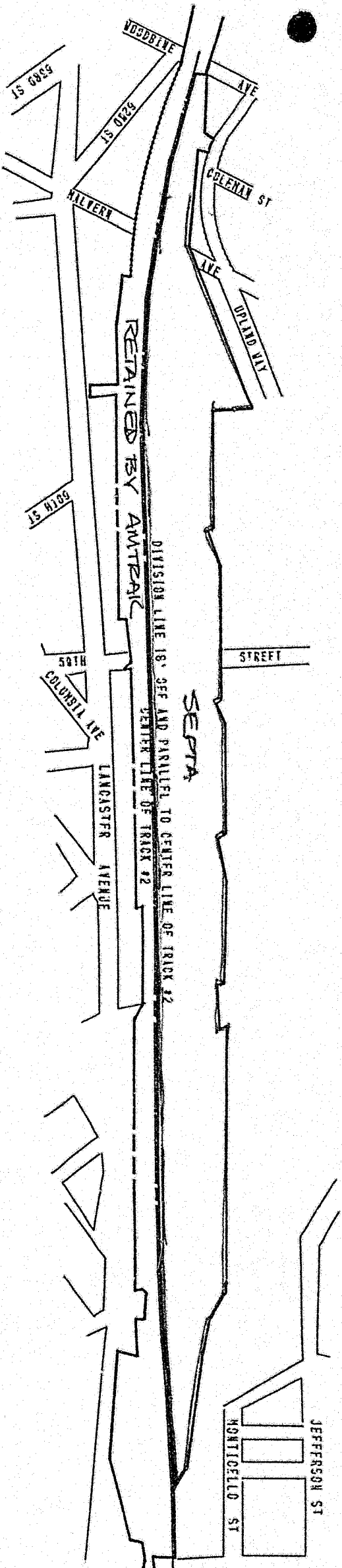
L. SETTLEMENT CHARGES				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES / BROKER'S COMMISSION based on price \$ @ % =					
Division of Commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission paid at Settlement					
704.					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee		%			
802. Loan Discount		%			
803. Appraisal Fee		to			
804. Credit Report		to			
805. Lender's Inspection Fee					
806. Mortgage Insurance Application Fee to					
807. Assumption Fee					
808.					
809.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest from	to	@ \$	/day		
902. Mortgage Insurance Premium for	months to				
903. Hazard Insurance Premium for	years to				
904.	years to				
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	months @ \$		per month		
1002. Mortgage Insurance	months @ \$		per month		
1003. City property taxes	months @ \$		per month		
1004. County property taxes	months @ \$		per month		
1005. School taxes	months @ \$		per month		
1006.	months @ \$		per month		
1100. TITLE CHARGES					
1101. Settlement or closing fee	to				
1102. Abstract or title search	to				
1103. Title examination	to				
1104. Title Insurance binder	to				
1105. Document preparation	to				
1108. Title Insurance to Guaranteed Abstract Corporation				6300.00	
(includes above item numbers; 1101 - 1104)					
1109. Lender's coverage	\$				
1110. Owner's coverage	\$	978600.00			
1111. DISBURSEMENT CHARGE TO GUARANTEED ABSTRACT CORPORATION					
1112. ADDITIONAL CHARGES TO G.A.C. Endorsement 100, 300, 500					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording fees: Deed \$; Mortgage \$; Release \$	100.00	
1202. City/county tax/stamps: Deed \$; Mortgage \$			
1203. State tax/stamps: Deed \$; Mortgage \$			
1204.					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to				
1302. Pest inspection	to				
1303. Notary Fee	to				
1304.					
1305.					
1306.					
1307.					
1308.					
1309.					
1310.					
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)				6400.00	

I direct and authorize the Company to make the distributions indicated for my account on the attached HUD-1 Settlement Statement, recognizing that the Company is not responsible for the accuracy or validity of disbursement amounts or the completeness of disclosure of charges made by others. Disbursements made hereunder are guaranteed by the Company. Funds deposited with the Company in connection with the settlement are not held in trust, and interest or other valuable consideration may be earned and retained by the Company on such settlement funds.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

[Signature]
 SEP/17/ Supervisor of Real Estate

[Signature]
 Tony De Angelo by James S. Wynne
 Project Manager - Real Estate Marketing & Development



TOTAL AREA 1,411,605 ± SQ. FT. OR 32.406 ± ACRES

AMTRAK MAP NOS. 181 & 607



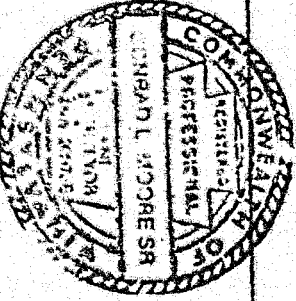
NATIONAL RAILROAD PASSENGER CORPORATION
 63 MASSACHUSETTS AVENUE, N.E., WASHINGTON, D.C. 20002
 REAL ESTATE DIVISION - PROPERTY CONTROL SECTION

PROPERTY TO BE SOLD TO:
SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY

DRAWN NOT TO SCALE

THE INFORMATION ON THIS EXHIBIT WAS COMPILED FROM AMTRAK REAL ESTATE RECORDS.
 THIS EXHIBIT DOES NOT REPRESENT AN ACTUAL SURVEY AND SHOULD NOT BE USED FOR
 LEGAL DESCRIPTIONS.

DATE: 5/13/91
 PHILADELPHIA, PENNSYLVANIA
 403191 WGS YARD, PA -MSV



CONRAD L. MOORE, SR. P.E.
LIC. NO. 20673E

REVISED	7-31-92	REV. PROPERTY LINE & ADD STREET WIDTH
REVISED	10-11-91	CORRECT JOB NUMBER
REVISED	9-17-91	CHANGE PROPERTY LINE

52ND WARD, CITY OF PHILADELPHIA
COUNTY OF PHILADELPHIA, PENNSYLVANIA

SUBDIVISION PLAN OF
AMTRAK RAILROAD CORPORATION

1601 MARKET ST., PHILADELPHIA, PA.

VEP
ASSOCIATES

PROJECT NO.

281005
(88-096-C)

DRAWN BY CSJ
CHECKED BY CLM
SCALE 1" = 200'
DATE 3-7-91

DRAWING NO.
SHEET 1 of 1

PARCEL 'A' 31.469 ACRES
PARCEL 'B' 16.023 ACRES

TRACT AREA = 47.492 ACRES

UPLAND

(70' WIDE)

WAY

P. 4 of 4

S 29° 04' 26" W

S 65° 55' 35" E

494.32'

S 79° 03' 45" W
22.93'

S 74° 32' 32" E
146.31'

S 65° 55' 35" E
355.21'

59th ST.

ST.

S 56° 59' 48" E
71.01'

S 65° 55' 35" E
141.39'

S 40° 08' 49" W
20.37'

S 76° 41' 14" E
102.59'

S 65° 55' 35" E
41.61'

S 24° 01' 02" W
167'

S 65° 55' 35" E
412.62'

S 80° 57' 22" W
21.44'

S 72° 26' 2
182.47'

S 65° 55' 35" E
215.40'

PARCEL 'A'

PARCEL 'B'

TO BE CONVEYED (TO SEPTA)*

TO BE RETAINED (BY AMTRAK)*

LANCASTER

AVE.

N 65° 55' 35" W

N 65° 55' 35" W

N 65° 55' 35" W
73.24'

22° 16' 43" W
117.32'

13° 17' W
213'

N 15° 54'

1012.92'

N 65° 55' 35" W

N 160° 31' 36" W
71.36'

N 65° 55' 35" W
128.47'

S 22° 07' 23" W
20.54'

CENTER LINE OF AMTRAK TRACK Z
NEW PROPERTY LINE 18' NORTH OF TRACK Z CENTERLINE *

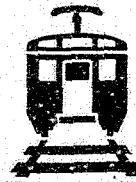
* NOTES ADDED BY V. WALSH, SR. 8/23/93.

3549.63'

SUBDIV



NOTICE



**Overbrook Rail Maintenance
Shop Underway**

**SEPTA's Largest Rail Repair
Facility Will Improve Your Ride**

Quality train service is timely service and timely service depends upon the quality of maintenance. SEPTA's new maintenance facility now being constructed near the Overbrook Regional Rail Station will provide SEPTA with its largest, state-of-the-art repair shop.

The new facility consists of two maintenance buildings totalling 65,000 square feet and a storage yard.

The repair and maintenance building will be used for inspections, repairs and preventative maintenance. Problems discovered during inspections can be remedied on-site, ensuring a timely return to service of "down" cars.

This building features two sets of hoists, each capable of lifting a two-car, 140-ton train five feet off the ground, allowing SEPTA mechanics to quickly replace worn parts.

Overbrook's other building will house a new wheel truing machine that restores the contour of steel wheels without the necessity of removing the entire wheel-axle assembly from the car, saving time and manpower. Restoring the wheels of one railcar with a truing machine can be done in about eight hours; without a truing machine the same work could take up to a week.

Scheduled to be completed by August 1994, the \$35 million Overbrook Rail Maintenance Facility provides a larger, safer and more efficient work environment for SEPTA employees. By improving our maintenance we're improving your ride.



Southeastern Pennsylvania Transportation Authority
Safety • Service • Continuous Improvement

© SEPTA 1993 7-93-10831-0154

CERTIFICATE OF SERVICE

I hereby certify that this day I have mailed true and correct copies of the foregoing Motion to the persons and parties whose names appear below, by first class United States mail, postage prepaid.

Scott H. DeBroff, Esq.
PUC - Law Bureau
G-31, North Office Building
Harrisburg, PA 17105

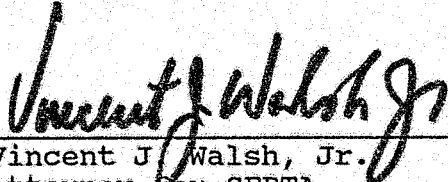
Gerald T. Clark, Esq.
City of Phila. - Law Dept.
1600 Arch St. - 8th Floor
Philadelphia, PA 19103

Charles E. Mechem, Esq.
Conrail - Law Department
2001 Market Street Suite 16-A
Philadelphia, PA 19101-1416

Rudolph A. Chillemi, Esq.
PECO - Law Department
2301 Market Street
Philadelphia, PA 19101

Stuart A. Liner, Esquire
PA DOT
513 Transportation & Safety Bldg.
Harrisburg, PA 17120

November 8, 1993



Vincent J. Walsh, Jr.
Attorney for SEPTA