

In Re: Application of the City of Philadelphia for approval of the construction of a bridge carrying 70th Street over the Philadelphia, Baltimore and Washington Railroad (leased and operated by the Pennsylvania Railroad), in accordance with the ordinance of Council approved March 25, 1947 and an agreement entered into pursuant thereto with the said railroad

Application Docket

No. 71522

PETITION OF THE CITY OF PHILADELPHIA  
FOR AN ORDER

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

The petition of the City of Philadelphia, a municipal corporation of the first class of the Commonwealth of Pennsylvania, hereinafter called "City", respectfully represents:

- (1) The name and address of the petitioner is City of Philadelphia, City Hall, Philadelphia, Pennsylvania.
- (2) The names and addresses of the petitioner's attorneys are G. Coe Farrier, Assistant City Solicitor, and Frank F. Truscott, City Solicitor, 703 City Hall Annex, Philadelphia 7, Pa.
- (3) The petitioner is a municipal corporation engaged in the government and administration of the municipal affairs of the inhabitants of the said City.
- (4) City Council of the City passed, and the Mayor approved, an ordinance on March 25, 1937, which is annexed hereto as petitioner's Exhibit "A", authorizing inter alia the construction of a bridge carrying "Seventieth Street over the Philadelphia, Baltimore and Washington Railroad".
- (5) Pursuant to said ordinance, an agreement was entered into by the City with the Philadelphia, Baltimore and Washington Railroad Company and the Pennsylvania Railroad Company, as lessee of the former company, as to the sharing in the costs of the said work

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and as to the future maintenance of the same, dated December 17, 1947. This agreement has been filed with the Pennsylvania Public Utility Commission, under the Pennsylvania Public Utility Law of 1937, its supplements and amendments, and copies thereof are hereto attached.


(6) Attached hereto and marked petitioner's Exhibit "B" are detailed and general plans for the proposed improvement.

(7) City believes and avers that it is necessary for the public convenience and necessity that the said bridge should be constructed as soon as possible.

WHEREFORE, petitioner prays that your Honorable Commission enter an order approving the proposed construction of the said bridge carrying Seventieth Street over the tracks of the Philadelphia, Baltimore and Washington Railroad and the plans therefor and, upon full hearing, to make a final order directing that the project be initiated, prosecuted and completed in accordance with such time limitations as to your Honorable Commission may seem meet and proper.

And it will ever pray, &c.

CITY OF PHILADELPHIA

By   
Thomas Buckley, Director  
Department of Public Works  
City of Philadelphia.

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF PHILADELPHIA :

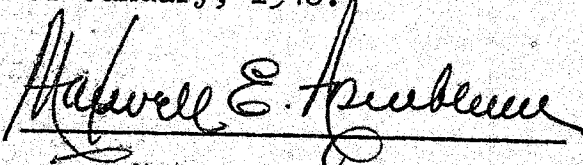
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THOMAS BUCKLEY, being duly sworn according to law, deposes and says that he is Director of the Department of Public Works of the City of Philadelphia, duly authorized by law to file the foregoing petition and avers, upon information and belief, that the facts set forth in the foregoing petition are true and correct and he expects to be able to prove the same at any and all hearings in the above entitled application.

Sworn to and subscribed

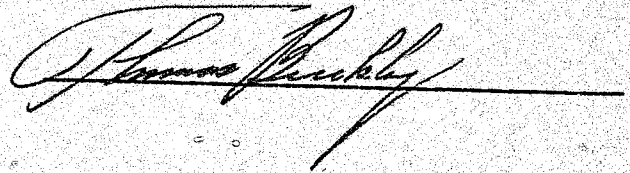
before me this 3<sup>rd</sup> day

of January, 1948.



NOTARY PUBLIC

My Commission Expires May 1, 1948





# Clerk's Office, City Council

Room No. 492, CITY HALL

Philadelphia, 3 / 25, 1947.

This is to certify that the following is a true and correct copy of the original Ordinance passed by City Council and approved by the Mayor on the 25<sup>th</sup> day of March, 1947.

## AN ORDINANCE

To authorize the construction of the following bridges: (1) Castor avenue over Frankford creek; (2) Church lane over Cobbs creek; (3) Sedgley avenue over Bethlehem Branch of the Reading Company; (4) Seventieth street over the Philadelphia, Baltimore and Washington Railroad; (5) Sixty-sixth street (a footbridge) over the Philadelphia, Baltimore and Washington Railroad; (6) Tabor avenue under the Frankford Branch of the Reading Company; (7) Walnut lane over Lincoln drive and (8) Wingohocking street under the Newtown Branch of the Reading Company; and appurtenant work in connection with construction of said bridges; to authorize the execution of agreements with the Commissioners of Delaware County, The Pennsylvania Railroad Company, the Reading Company and any other interested parties relative to the construction of said bridges; to authorize the revision of lines and grades and the opening of streets in the territories affected by said improvements; and making provisions and allocations relating to the cost of the said improvements.

SECTION 1. *The Council of the City of Philadelphia ordains*, That the Director of Public Works is authorized and directed to advertise for proposals and award contracts for the construction of a bridge (1) on the line of Castor avenue over Frankford creek; (2) on new line of Church lane over Cobbs creek; (3) on the line of Sedgley avenue over the Bethlehem Branch of the Reading Company; (4) on line of Seventieth street over the Philadelphia, Baltimore and Washington Railroad; (5) on line of Sixty-sixth street (a footbridge) over the Philadelphia, Baltimore and Washington Railroad; (6) on line of Tabor avenue under the Frankford Branch of the Reading Company; (7) on the line of Walnut lane over Lincoln drive; (8) and on line of Wingohocking street under the Newtown Branch of the Reading Company; the removal of old bridges at Church lane over Cobbs creek, Sedgley avenue over the Bethlehem Branch of the Reading Company, Walnut lane over Lincoln drive, and railroad bridges over Tabor avenue and Wingohocking street; the opening, grading and paving of Castor avenue from Cayuga street to Orthodox street, Seventieth street from Cobbs Creek Parkway and Chester avenue to Kingsessing avenue, Seventy-first street from Kingsessing avenue to a point approximately one hundred eighty-four feet six inches north of Hoy street, Walnut lane from Wayne avenue to Wissahickon avenue, Tabor avenue from Harrison street to Godfrey avenue, Sixty-sixth and Seventieth streets from Paschall avenue to Grays avenue; the construction of sewers, water pipe and other municipal facilities in the above-mentioned streets, and for the performance of appurtenant work necessary to complete the above improvements.

SECT. 2. Construction of the bridge at Church lane and Cobbs creek shall be performed under the direction of the Director of Public Works in co-operation with the Commissioners of Delaware County; the construction of the bridges at Sedgley avenue over the Bethlehem Branch of the Reading Company; Tabor avenue under the Frankford Branch of the Reading Company, and Wingohocking street under the Newtown Branch of the Reading Company, shall be performed under the direction of the Director of Public Works in co-operation with the chief engineer of the Reading Company, and the construction of the Sixty-sixth street and Seventieth street bridges over the Philadelphia, Baltimore and Washington Railroad shall be performed under the direction of the Director of Public Works in co-operation with the chief engineer of The Pennsylvania Railroad Company. The Mayor and the Director of Public Works are authorized to enter into agreements in the name of the City with the Commissioners of Delaware County, The Pennsylvania Railroad Company and the Reading Company and any other interested parties, concerning the construction of the said bridges and the sharing of the costs thereof on such terms that they may deem fair and equitable. The agreement between the City and Delaware County for the Church lane bridge shall provide that the cost of the construction of the bridge shall be shared equally, and that all cost in connection with the approaches for the bridge shall be paid by the City of Philadelphia and Delaware County for work done on their respective sides of the County line.

SECT. 3. The Department of Public Works, Board of Surveyors, is authorized to revise the lines and grades of Castor avenue, from Cayuga street to Orthodox street; Seventieth street, from Cobbs Creek Parkway to Kingsessing avenue; Seventy-first street, from Seventieth street to Hoy street; Sixty-sixth street and Seventieth street, from Grays avenue to Paschall avenue; Tabor avenue, from Harrison street to Godfrey avenue; Walnut lane, from Wayne avenue to Wissahickon avenue, and Wingohocking street, from Rising Sun avenue to Third street, and such intersecting and adjacent streets as are necessary to complete the plans.

SECT. 4. Under the confirmation of the City plan changes authorized in Section 3, and in accordance with existing laws, the Director of Public Works is authorized to open the unopened portions of Castor avenue, from Cayuga street to Orthodox street; Seventieth street, from Chester avenue to Kingsessing avenue, and the intersection of Seventieth street and Kingsessing avenue; Sixty-sixth street and Seventieth street, from Paschall avenue to Grays avenue; Tabor avenue, from Harrison street to Godfrey avenue, and Walnut lane, from Wayne avenue to Wissahickon avenue.

SECT. 5. The cost of the construction of the said improvements authorized by this ordinance shall be charged to any loan appropriation heretofore or hereafter made for the construction of bridges.

SECT. 6. Where sewers, water pipe, paving and other improvements are constructed in locations which are assessable in accordance with existing laws and ordinances, the Department of Public Works is authorized to prepare assessment bills for such improvements, and deliver them to the City Solicitor who shall collect the bills in a manner prescribed by law. All money collected in such manner shall be deposited in the City Treasury, and the City Treasurer and the City Controller are authorized to credit said money to any loan appropriation heretofore or hereafter made for the construction of bridges.

SECT. 7. The Director of Public Works is hereby authorized to employ expert services and to secure such personnel, supplies and materials as may be necessary in connection with the improvements herein authorized, and to pay all salaries and expenses incidental to the work from any loan appropriation heretofore or hereafter made for the construction of bridges.

Attest:

*William H. Felton*

## AGREEMENT

between the City of Philadelphia and The Philadelphia, Baltimore and Washington Railroad Company, and The Pennsylvania Railroad Company for itself and as lessee of The Philadelphia, Baltimore and Washington Railroad Company.

Seventieth Street Bridge over the tracks of The Philadelphia, Baltimore and Washington Railroad.

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AGREEMENT

between THE CITY OF PHILADELPHIA and THE PHILADELPHIA, BALTIMORE AND WASHINGTON RAILROAD COMPANY, and THE PENNSYLVANIA RAILROAD COMPANY for itself and as lessee of THE PHILADELPHIA, BALTIMORE AND WASHINGTON RAILROAD COMPANY relative to the construction of a bridge on the line of Seventieth Street over the tracks of The Philadelphia, Baltimore and Washington Railroad.

WHEREAS, an agreement was authorized between The City of Philadelphia and The Pennsylvania Railroad Company by an ordinance approved March the Twenty-fifth, one thousand nine hundred and forty-seven (1947) entitled:

AN ORDINANCE

To authorize the construction of the following bridges:

(1) Castor Avenue over Frankford Creek; (2) Church Lane over Cobbs Creek; (3) Sedgley Avenue over Bethlehem Branch of The Reading Company (4) Seventieth Street over The Philadelphia, Baltimore and Washington Railroad; (5) Sixty-sixth Street (a footbridge) over The Philadelphia, Baltimore and Washington Railroad; (6) Tabor Avenue under the Frankford Branch of The Reading Company; (7) Walnut Lane over Lincoln Drive and (8) Wingohocking Street under the Newtown Branch of The Reading Company; and appurtenant work in connection with construction of said bridges; to authorize the execution of agreements with the Commissioners of Delaware County, The Pennsylvania Railroad Company, The Reading Company and any other interested parties relative to the construction of said bridges; to authorize the revision of lines and grades and the opening of streets in the territories affected by said improvements; and making provisions and allocations relating to the cost of the said improvements.

NOW, THEREFORE, this agreement made this *17th* day of *December*, A.D. 1947, by and between The City of Philadelphia, hereinafter called the "City", party of the first part, and The Philadelphia, Baltimore and Washington Railroad Company, and The Pennsylvania Railroad Company, hereinafter called the "Railroad", party of the second part.

WITNESSETH, That for and in consideration of the premises and of the privileges and advantages to each of them thereunto moving as well as the mutual covenants hereinafter contained and set forth, the said parties hereto have mutually covenanted and agreed, for themselves, their successors and assigns, and do by these presents severally agree to and with each other as follows:

FIRST: It is agreed between the parties hereto that the extent of the work to be included under this agreement shall be as shown upon the plans and/or called for by specifications to be prepared by the City or by the Railroad and approved by both the City and the Railroad, or as agreed upon hereafter in writing as being necessary for the construction of the said bridge and appurtenant work. It being understood, however, that appurtenant work under this agreement shall not be construed to include any work on the approaches to the bridge.

SECOND: The City will in collaboration with the Railroad, prepare plans and specifications for the bridge and appurtenant work, shall advertise for proposals and award a contract or contracts, in accordance with existing laws and ordinances, for the construction of said bridge and appurtenant work in conformity with the plans and specifications approved by the parties hereto, which approval shall be evidenced by the signatures of the Director of Public Works for the City and Chief Engineer of The Pennsylvania Railroad Company for the Railroad.

THIRD: The Railroad will prepare plans and specifications for such work on its tracks, drains, telegraph and telephone lines, signals and electrical conduits as may be required by reason of the construction of the bridge and appurtenant work.

FOURTH: The general supervision of the work comprised in the construction of the said bridge and appurtenant work shall be in charge of The Director of Public Works of said City, the Chief Engineer and Surveyor of the Bureau of Engineering, Surveys and Zoning of the Department of Public Works of said City, and the Chief Engineer of The Pennsylvania Railroad, or their duly authorized representatives.

FIFTH: The parties hereto mutually covenant and agree that, they will jointly enter into a contract or contracts for the work covered by the plans and specifications which the City will prepare for the construction of the bridge and approaches, and appurtenant work. Or, in lieu thereof, the Director of Public Works and the Chief Engineer for the Railroad may agree that the City alone shall enter into a contract for the work, and that the Railroad shall reimburse the City for its share of the expense as hereinafter provided.

X It is further agreed, by the parties hereto, that before any construction has begun under the terms of this agreement, the limit of expenditures on the part of both the City and the Railroad shall be fixed.

SIXTH: The City agrees that it will pay seventy-five (75%) percent of the entire cost of the construction of the bridge and work appurtenant thereto. The Railroad agrees that it will pay twenty-five (25%) percent of the entire cost of the construction of the bridge and work appurtenant thereto.

The cost of the construction of the bridge shall include design, engineering during construction, inspection, borings, laboratory tests, and other incidental engineering costs, watchmen and flagmen including workman's compensation and insurance, and the costs incurred by the Railroad in the temporary and permanent relocation of its facilities. The compensation for City representatives shall be at rates established by law, and compensation for Railroad representatives shall not exceed a schedule or schedules to be previously agreed upon by the parties hereto.

SEVENTH: Upon completion of the work, the City and the Railroad shall prepare a statement of all costs incurred. Upon approval of the costs by both parties, the necessary payment shall be made by the City or Railroad to permit the cost to be shared in accordance with terms of Article Sixth.

EIGHTH: The Railroad waives all claims against the City for land damages, compensatory or otherwise, incurred by reason of the work herein provided for.

Contracts entered into with Contractors for said work shall have inserted therein the following provisions:

1 - Contractors' Public Liability and Property Damage Liability Insurance.

The contractor shall furnish evidence to the City of Philadelphia and to the Railroad Company that, with respect to the operations he performs, he carries regular Contractors' Public Liability insurance providing for a limit of not less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Contractors' Property Damage Liability insurance providing for a limit of

not less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property in any one accident, and, subject to that limit per accident, a total (or aggregate) of One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property during the policy period.

The above policy shall be endorsed to cover the contractor's contractual liability to the Railroad Company and The City of Philadelphia as defined in the following paragraph:-

The contractor covenants and agrees to be responsible for, and to protect, indemnify and save harmless the Railroad Company and The City of Philadelphia from and against the payment of any and all sums of money by reason of any accidents, injuries or damages which may happen or occur upon or about said work or arise by reason thereof, and also protect the Railroad Company and The City of Philadelphia from payments from accidents arising from the presence of the employees of the contractor on the Railroad Company's premises.

If any part of the work is sub-let, similar insurance shall be provided by or in behalf of the sub-contractors to cover their operations.

## 2 - Contractors' Protective Public Liability and Property Damage

### Liability Insurance

The contractor shall furnish evidence to The City of Philadelphia and to the Railroad Company that, with respect to the operations performed for him by sub-contractors, he carries in his own behalf regular Contractors' Protective Public Liability insurance providing for a limit of not less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for such person, a total limit of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Contractors' Protective Property Damage Liability insurance providing for a limit of not less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property in any one accident, and, subject to that limit per accident, a total (or aggregate) limit of One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property during the policy period.

3 - Railroads' Protective Public Liability and Property Damage  
Liability Insurance

In addition to the above, the contractor shall furnish evidence to the City of Philadelphia and to the Railroad Company that, with respect to the operations he or any of his sub-contractors perform, he has provided for and in behalf of the Railroad Company regular Protective Public Liability insurance providing for a limit of not less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Protective Property Damage Liability insurance providing for a limit of not less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property in any one accident, and, subject to that limit per accident, a total (or aggregate) limit of One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property during the policy period.

NINTH: The City agrees that it will in the future maintain and repair the bridge and approaches except where such maintenance or repair is necessitated by railroad traffic under the bridge.

The Railroad agrees that it will in the future maintain and repair the bridge where maintenance and repair is necessitated by the operation of trains under the bridge causing impairment or destruction of concrete encasements of beams, or girders, or where direct damage is caused by contact of Railroad property, equipment or freight in transit, with the bridge structure. The Railroad shall maintain such railroad equipment as telegraph, telephone, power and transmission wires, now used or hereafter to be used in the operation of such railroad.

TENTH: It is not the intention of this agreement to cover such work of reconstructing the bridge as may be required by the widening of the street or the railroad right-of-way, or by the total demolition or destruction of the bridge by other than railroad operations or agencies. Should a future reconstruction of the bridge be required by reason of the widening of the street or railroad right-of-way, or by the demolition or destruction of the bridge by other than railroad operations or agencies,



THE PHILADELPHIA, BALTIMORE AND WASHINGTON  
RAILROAD COMPANY

BY

  
Vice President

Attest

SGW   
Asst. Secretary

THE PENNSYLVANIA RAILROAD COMPANY, Operating  
as lessee of PHILADELPHIA, BALTIMORE AND  
WASHINGTON RAILROAD COMPANY

BY

  
Vice President

E.W.S

Attest

JTW   
Secretary