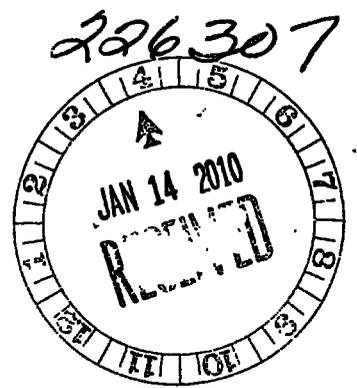




KAPLAN KIRSCH ROCKWELL



January 14, 2010

ENTERED
Office of Proceedings

JAN 14 2010

Part of
Public Record

Via hand-delivery
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re: *Philadelphia Belt Line Railroad Company, Inc. – Petition for Declaratory Order,*
STB Finance Docket No. 35345

Dear Sir or Madam:

I am enclosing an original and ten (10) copies of the Petition of the Philadelphia Belt Line Railroad Company, Inc., for a Declaratory Order in the above-referenced proceeding, along with a check for the filing fee. An additional copy is included for date-stamp and return to our messenger. A 3 1/2" diskette is also included.

Thank you.

Sincerely,

Allison I. Fultz
Allison I. Fultz

Enclosure

266430

FEE RECEIVED

JAN 14 2010

**SURFACE
TRANSPORTATION BOARD**

FILED

JAN 14 2010

**SURFACE
TRANSPORTATION BOARD**

Attorneys at Law
Denver • New York • Washington, DC

Kaplan Kirsch & Rockwell LLP
1001 Connecticut Ave., N.W.
Washington, DC 20036

tel: (202) 955-5600
fax: (202) 955-5616
www.kaplankirsch.com

BEFORE THE
SURFACE TRANSPORTATION BOARD
Washington, DC



Finance Docket Number 35345

VERIFIED PETITION OF THE PHILADELPHIA BELT LINE RAILROAD COMPANY
FOR DECLARATORY ORDER

Dated: January 14, 2010

Communications with respect to this
document should be addressed to:

Charles A. Spitulnik
Allison I. Fultz
Kaplan Kirsch & Rockwell LLP
1001 Connecticut Ave., N.W., Suite 800
Washington, DC 20036
(202) 955-5600

Attorneys for the Philadelphia Belt Line
Railroad Company

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**BEFORE THE
SURFACE TRANSPORTATION BOARD**

Finance Docket Number 35345

**VERIFIED PETITION OF THE PHILADELPHIA BELT LINE RAILROAD COMPANY
FOR DECLARATORY ORDER**

The Philadelphia Belt Line Railroad Company, Inc. (“PBL”), a Pennsylvania corporation that owns a railroad system in Philadelphia, Pennsylvania, by counsel, hereby petitions the Surface Transportation Board (“STB” or “Board”) for a declaratory order confirming that PBL’s right and obligation to provide rail freight common carrier service on the right-of-way including the former Penn Street in Philadelphia has not been abandoned or otherwise extinguished. PBL has never sought authority from the Interstate Commerce Commission (“ICC”) or this Board to abandon its freight common carrier obligation over the segment of rail line at issue in this proceeding.

NATURE OF THE PROCEEDING

PBL makes this petition pursuant to 5 U.S.C. § 554(e) and 49 U.S.C. § 721(b)(4). In proceedings before the Philadelphia Court of Common Pleas, HSP Gaming, L.P. d/b/a SugarHouse Casino and SugarHouse HSP Gaming, L.P. (collectively referred to here as “HSP”), disputes PBL’s claim that PBL retains its established railroad common carrier obligation over the right-of-way that includes the former Penn Street. A map showing the area that is the subject of this petition is attached as **Exhibit A**. An engineering drawing maintained by the City’s Department of Wharves, Docks and Ferries showing Pier No. 45 through Pier No. 60, along with

the Penn Street railroad right-of-way, spur tracks and adjacent yard serving the waterfront as they were configured in 1935 is attached as Exhibit A-1.

The City of Philadelphia (“City”) granted PBL a railroad right-of-way over Penn Street in 1890. Ordinance Approved December 26, 1890 (“1890 Ordinance”), Sec. 1. Exhibit B. Penn Street was part of a network of City rights-of-way throughout Philadelphia, and particularly along the Delaware River waterfront, over which the City granted PBL the right to operate freight rail service and, at PBL’s discretion, to construct track. *Id.* at Secs. 1, 3, 4. The City granted PBL these rights for the express purpose of providing unfettered access to freight rail service to all shippers. *See, e.g.*, Agreement of February 5, 1891, between The Philadelphia Belt Line Railroad Co. and The City of Philadelphia (“February 1891 Agreement”), Fifth PBL Covenant. Exhibit C.

In 2004, the City passed an ordinance striking Penn Street between Ellen Street and Shackamaxon Street from the city plan, and abandoning the City’s dedicated street right-of-way on the stricken portion of Penn Street. City of Philadelphia Bill No. 040563, Sec. 1 (July 1, 2004) (“2004 Ordinance”). Exhibit D. The portion of Penn Street vacated by the 2004 Ordinance is the segment at issue in this proceeding. Previously, Conrail had abandoned its operations over the former Penn Street in 1986. *See* ICC Docket No. AB-167 (Sub-No. 1056N), *Consolidated Rail Corp. – Abandonment – In Philadelphia Co., PA*, (Service Date Sept. 10, 1986). HSP seeks to develop a casino adjacent to and upon the former Penn Street, and claims that the City’s abandonment of the City street right-of-way on the former Penn Street also extinguished PBL’s separate railroad right-of-way thereon.

PBL established its common carrier status on Penn Street and over its network of tracks throughout Philadelphia by holding itself out to the public as a common carrier through

publishing tariffs and conducting freight operations on the Penn Street line. The former Reading Railroad operated trains for PBL for PBL's account. On that segment, PBL and not the Reading was the carrier of record. Because PBL is a common carrier engaged in interstate commerce, its railroad-related rights and obligations are subject to the exclusive jurisdiction of the STB. Such a common carrier's right-of-way may be abandoned *only* by filing a formal application with the STB pursuant to 49 U.S.C. § 10903. Accordingly, the City's and Conrail's abandonments of their respective street and operating rights-of-way had no effect on the federally-protected legal status of PBL's rail right-of-way, for which PBL has not sought abandonment authority.

This petition presents a question that is the subject of an ongoing dispute. HSP states that PBL no longer has a right-of-way over Penn Street, and HSP began construction of the SugarHouse Casino in late 2009. Construction of the casino would render the former Penn Street useless for rail purposes, and thereby effectively prevent PBL from exercising its rights and fulfilling its obligations under the Interstate Commerce Commission Termination Act ("ICCTA"). PBL and HSP are currently litigating this issue in Pennsylvania state court.

STATEMENT OF FACTS

A. The Penn Street Right-of-Way

PBL is a corporation of the state of Pennsylvania located at 601 Walnut Street, Suite 410 W Philadelphia, PA, 19106. PBL was incorporated on May 10, 1889, with the purpose of allowing non-discriminatory access to the Port of Philadelphia by any railroad that sought to provide service there. The 1890 Ordinance gave PBL the right to build a unified railroad line along the entire Philadelphia waterfront and throughout the City, with parts of these rights located on City street rights-of-way. In exchange for PBL's corporate restructuring, which limited PBL's dividends on its stock to six percent a year and required all remaining earnings to

be disbursed to the City, PBL was authorized to exercise the rights granted to it. 1890 Ordinance, Sec. 9, **Exhibit B**.¹ One of the places the City authorized PBL to build a railroad line was on Penn Street (named Delaware Avenue at this portion until 1910), which was located just northwest of the Delaware River. *Id.* at First and Fourth PBL Covenants and First, Second and Fourth City Covenants. The City granted PBL the right to build a railroad, in pertinent part, “northwardly with a single track along Delaware avenue, and property adjacent thereto, nine and one-half (9 ½) feet east of the east rail of the tracks now laid in Delaware avenue to a point at or near Callowhill street; thence with double track northeastwardly along Delaware avenue and Beach street to a point at or near the Aramingo Canal”. 1890 Ordinance, **Exhibit C**.

PBL began providing freight rail service along the Philadelphia waterfront to provide a rail link between and among the Philadelphia and Reading Railway Company, Pennsylvania Railroad Company and the River Front Railroad Company (all of which later became part of Conrail). The Baltimore & Ohio Railroad Company joined this arrangement in 1911. PBL 1979 Annual Report at Insert Page 2. **Exhibit F**. A series of agreements made between 1891 and 1902 among PBL, the City, and the other three railroad companies document the railroads’ relationships and contractual understandings with respect to delivery of railcars, fees, cost sharing, and construction of track, among other matters. *See, e.g.*, Agreement between the Penn. R.R. Co., the River Front R.R. Co., and PBL, May 2, 1892 (“1892 Agreement”). **Exhibit G**. The fundamental characteristic governing PBL’s operation was that PBL’s railroad would be maintained for the common use of all railroads on an equal basis. 1892 Agreement, **Exhibit G**.

¹ The 1890 Ordinance contains a requirement that PBL complete construction of its lines within five years of the effective date of the legislation. This requirement was rescinded by a subsequent supplemental Ordinance in 1893, and PBL’s authority to operate over the tracks of other railroads or to build its own track, at its discretion, was reiterated. Ordinance of June 6, 1893. **Exhibit E**.

PBL and the other three railroad companies each owned portions of the rail network in central Philadelphia. PBL also owned a variety of associated rail property. *See, e.g.*, 1892 Agreement, **Exhibit G**; PBL 1979 Annual Report at Insert Page 2C, **Exhibit F**.

B. PBL Operations

PBL's provision of common carrier freight rail service on the Philadelphia waterfront is documented in published tariffs. *See, e.g.*, PBL Freight Tariff 141 (ICC 130, PaPUC 126), effective Aug. 1, 1977, announcing "Local Switching Rates within the City of Philadelphia", **Exhibit H**; PBL Tariff Index 60 (ICC 129, PaPUC 125), Effective Aug. 1, 1977, naming "Local Switching-Coke Charges within the City of Philadelphia" and "Local Switching Charges within the City of Philadelphia", **Exhibit I**. PBL's operational responsibilities included operating joint tracks and facilities; maintaining roadways, joint tracks, yards, and other facilities; superintendence; dispatching; and switching railcars between railroad tracks. PBL 1977 Annual Report, Form 2002 – Railway Operating Expenses, **Exhibit J**; PBL Freight Tariff 141, **Exhibit H**; PBL Tariff Index 60, **Exhibit I**.

PBL also entered into various leases with railroads that moved freight over PBL's right-of-way. In some instances, at least through 1979, freight was moved in railcars belonging to PBL "upon authority received from an Agent of The Belt Line in accord with the tariffs of this Company on Reading (Conrail) or Chessie bills of lading." PBL 1979 Annual Report at Insert Page 2C, **Exhibit F**.

The Penn Street railroad right-of-way has not been in active use by PBL for many years and much of the track has been removed over time. However, PBL has never sought authority from the ICC or the STB to abandon its common carrier obligation over this line, and the

absence of track does not diminish PBL's obligation as a common carrier to provide freight service upon reasonable request.

Recently, in furtherance of the proposed casino development, the City passed the 2004 Ordinance striking Penn Street from the city plan. **Exhibit D**. In addition, Conrail abandoned its own operating right-of-way on Penn Street. HSP has proposed to develop the SugarHouse Casino at a former refinery location on the Delaware River, at 1001 North Delaware Avenue. The proposed casino is slated to be located adjacent to and on PBL's rail right-of-way over the former Penn Street, which was part of the track the 1890 City ordinance authorized PBL to build along Delaware Avenue between Callowhill Street and the Aramingo Canal. HSP began construction of the casino in 2009. If the casino is completed, it will obstruct PBL's rail right-of-way and prevent future rail operations on the former Penn Street. PBL now seeks this declaratory order confirming that despite HSP's conduct that impedes PBL's access to this property its rights and obligations as a common carrier on Penn Street remain.

ARGUMENT

A. PBL Is A Common Carrier

The STB "has jurisdiction over transportation by rail carrier," if the transportation occurs between a place in "a State and a place in the same or another State as part of the interstate rail network." 49 U.S.C. § 10501(a). A "rail carrier" is defined as "a person providing common carrier railroad transportation for compensation" 49 U.S.C. § 10102(5). A common carrier must hold itself out to the public as able to provide service upon request. *See, e.g., Lone Star Steel Co. v. McGee*, 380 F.2d 640, 648 (5th Cir. 1967). As demonstrated below, PBL's railroad was part of the interstate rail network, and PBL acquired common carrier status on this network, including the subject segment of Penn Street, by holding itself out as a common carrier.

B. PBL's Right-of-Way is Necessary to Fulfilling PBL's Common Carrier Obligations

PBL's rail right-of-way over the former Penn Street survives the City's removal of the street from the City's maps and Conrail's operating rights-of-way. As noted above, PBL acquired its railroad right-of-way over Penn Street by ordinance in 1890. PBL then became a common carrier by issuing tariffs, holding itself out and providing service. Although the Interstate Commerce Act ("ICA") and ICCTA do not define "common carrier," case law has established that a common carrier is an entity that holds itself out as engaged in the business of providing a specific service to the public. *Lone Star Steel Co.*, 380 F.2d at 643; *Am. Orient Exp. Ry. Co. v. Surface Transp. Bd.*, 484 F.3d 554, 557 (D.C. Cir. 2007); *Fla. Power & Light Co. v. Fed. Energy Regulatory Comm'n*, 660 F.2d 668, 674 (5th Cir. 1981); *see also* BLACK'S LAW DICTIONARY 226 (8th ed. 2004) ("To be a common carrier, a company need only, in practice, serve the public indiscriminately and not 'make individualized decisions, in particular cases, whether and on what terms to deal.'").

A company need not operate a railroad in the ordinarily understood manner, that is, by providing long-haul freight services, to qualify as a common carrier, but may establish its common carrier status by providing switching service, among other possible services. *See, e.g., Smith v. Hoboken R.R. Warehouse & S.S. Connecting Co.*, 328 U.S. 123, 124 (1946) (observing that a terminal switching railroad was a common carrier). For instance, in *Indiana Hi-Rail Corporation, Central Illinois Shippers, Incorporated and Cisco Cooperative Grain Co.*, 1994 WL 716781, Finance Docket No. 32422 (I.C.C. 1994), the ICC identified three circumstances in which the owner of a line of railroad might assume common carrier duties and liabilities while even if it does not actually conduct the operations:

“(a) the owner controls the transportation by holding out service, filing tariffs, and receiving payment from shippers; (b) the owner controls the transportation but

receives an exemption from regulatory requirements; or (c) the operator provides transportation under contract with shippers, but the owner in fact controls the transportation.”

Id. at * 7. The operation described as the first of the three instances in *Indiana Hi-Rail* mirrors in all material respects the manner in which PBL provided the service offered in its tariffs.

Accordingly, PBL has incurred a common carrier obligation, even without conducting operations directly.

A now-repealed provision of the ICA, 49 U.S.C. § 6(1), required every rail common carrier to file its tariff of rates and charges with the ICC, the predecessor to the STB. *Atl. Coast Line R.R. Co. v. Hampton & Branchville R.R. Co.*, 80 F.2d 797, 800 (4th Cir. 1936). Courts have commonly looked to whether an entity filed tariffs with the ICC as an indicium of whether the entity was a common carrier. *See, e.g., Watterson v. New York Cent. R.R. Co.*, 235 F.2d 114, 115 (6th Cir. 1956); *United States ex rel. Chicago, New York & Boston Refrigerator Co. v. Interstate Commerce Comm'n*, 288 F. 649, 652 (D.C. Cir. 1923). Accordingly, the tariffs PBL published over the course of its history confirm that PBL has continuously held itself out as willing and able to provide freight service throughout its system on the Philadelphia waterfront, necessarily including its right-of-way over Penn Street, under the jurisdiction of the ICC. In addition, the 1892 Agreement demonstrates that PBL provided service on equal terms to the operating railroads in the area, thereby satisfying the second prong of the definition of “common carrier.” 1892 Agreement, Sec. 4, **Exhibit H**. In fact, PBL was organized to ensure indiscriminate service to the public, the distinguishing characteristic of common carrier operations. *Id.* and *Lone Star Steel Co.*, 380 F.2d at 646.

C. PBL's Common Carrier Obligation Cannot be Abandoned Except through the Board's Action

The STB has exclusive jurisdiction over a rail carrier's abandonment of rail tracks or facilities, even if the tracks are located entirely within one state. 49 U.S.C. § 10501(b). A rail carrier subject to the STB's jurisdiction may abandon a part of its railroad lines *only* by filing an application with the STB. 49 U.S.C. § 10903(a)(1). These statutory provisions plainly invalidate any attempt to assert that abandonment of a rail carrier's railroad right-of-way has occurred either by intentional acts or by operation of law when the procedures set forth in 49 U.S.C. § 10903 have not been followed with respect to that portion of the statute. This is a fundamental and long-standing tenet of the regulation of railroads. *See, e.g., Thompson v. Texas Mexican Ry. Co.*, 328 U.S. 134, 144-45 (1946) (application to the ICC is required to permit abandonment of rail operations); *Columbiana County Port Authority v. Boardman Township Park District*, 154 F.Supp.2d 1165, 1179 (N.D. Ohio 2001). Accordingly, since the STB has exclusive jurisdiction over the abandonment of rail rights-of-way, one entity's abandonment of its right-of-way cannot cause a railroad to lose its own right-of-way over the same area.

In *Cedarapids, Inc. v. Chicago, Cent. & Pac. R.R. Co.*, 265 F.Supp.2d 1005 (N.D. Iowa 2003), a federal court rejected the argument that a railroad track was abandoned by operation of state law. In that case, the lessee of property subject to a railroad right-of-way argued that, pursuant to Iowa statutes, the railroad's interest had been extinguished and its easement had terminated due to the railroad's non-use of the tracks. *Id.* at 1007. The court determined that the STB's exclusive jurisdiction over the abandonment of railroad tracks preempted state regulation of this matter. *Id.* at 1013. *See also Buffalo Township v. Jones*, 813 A.2d 659, 664 (Pa. 2002) (“[s]tate law generally governs the disposition of the reversionary interests, subject of course to the ICC's ‘exclusive and plenary’ jurisdiction to regulate abandonments”) (internal quotation

omitted); *Columbiana County Port Auth.*, 154 F. Supp.2d at 1174, 1180-81 (the ICC's approval was necessary to permit a private entity to acquire a railroad line, and attempt to exercise local authority to condemn railroad tracks pursuant to state law was federally preempted).

Most recently, in *Palmetto Conservation Foundation v. Smith*, 642 F. Supp. 2d 518 (D.S.C. 2009), the Norfolk Southern Railway Company ("Norfolk Southern") transferred an eleven-mile stretch of rail corridor to the Palmetto Conservation Foundation ("Foundation") for interim trail use under 16 U.S.C. 1247(d) and 49 C.F.R. §1152.29 until such time as the rail corridor might be reclaimed for rail service. *Id.* at 521. A landowner sued to set aside that transfer and asserted a reversionary interest in the property under state law, alleging that Norfolk Southern had abandoned its right-of-way by discontinuing rail traffic on that corridor. *Id.* at 521-22. The landowner further argued that the Foundation should be estopped from seeking injunctive relief because the Foundation had allegedly permitted him to make permanent use of the easement. *Id.* at 524. The court held that, because the STB has exclusive authority over rail right-of-way abandonment, no entity other than the STB can authorize a permanent use of property that would amount to abandonment of the rail right-of-way, and that despite the absence of active rail service, the corridor remained fully subject to the STB's jurisdiction. *Id.* at 525. Just as the Foundation's interim use of the corridor for the public purpose of a recreational trail did not effect an abandonment of Norfolk Southern's right-of-way in *Palmetto Conservation Foundation*, the City lacked any authority here to cause abandonment of PBL's right-of-way simply by vacating the right-of-way for the City's purposes.

In summary, when PBL became a common carrier, its rail right-of-way over Penn Street came under the jurisdiction of the ICC (now the STB). As the foregoing authorities demonstrate, that rail right-of-way cannot be extinguished until the STB grants PBL the right to abandon the

rail line pursuant to 49 U.S.C. § 10903, which PBL has not requested and the STB has not done. Therefore, PBL's common carrier obligation remains with respect to its rail right-of-way on the former Penn Street.

CONCLUSION

PBL respectfully requests the STB to issue a declaratory order confirming that PBL retains its right-of-way over the former Penn Street, and that, unless the STB grants any future application for abandonment pursuant to 49 U.S.C. § 10903, PBL retains that right-of-way.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Allison I. Fultz", written over a horizontal line.

Charles A. Spitulnik

Allison I. Fultz

Kaplan Kirsch & Rockwell LLP

1001 Connecticut Ave., N.W., Suite 800

Washington, DC 20036

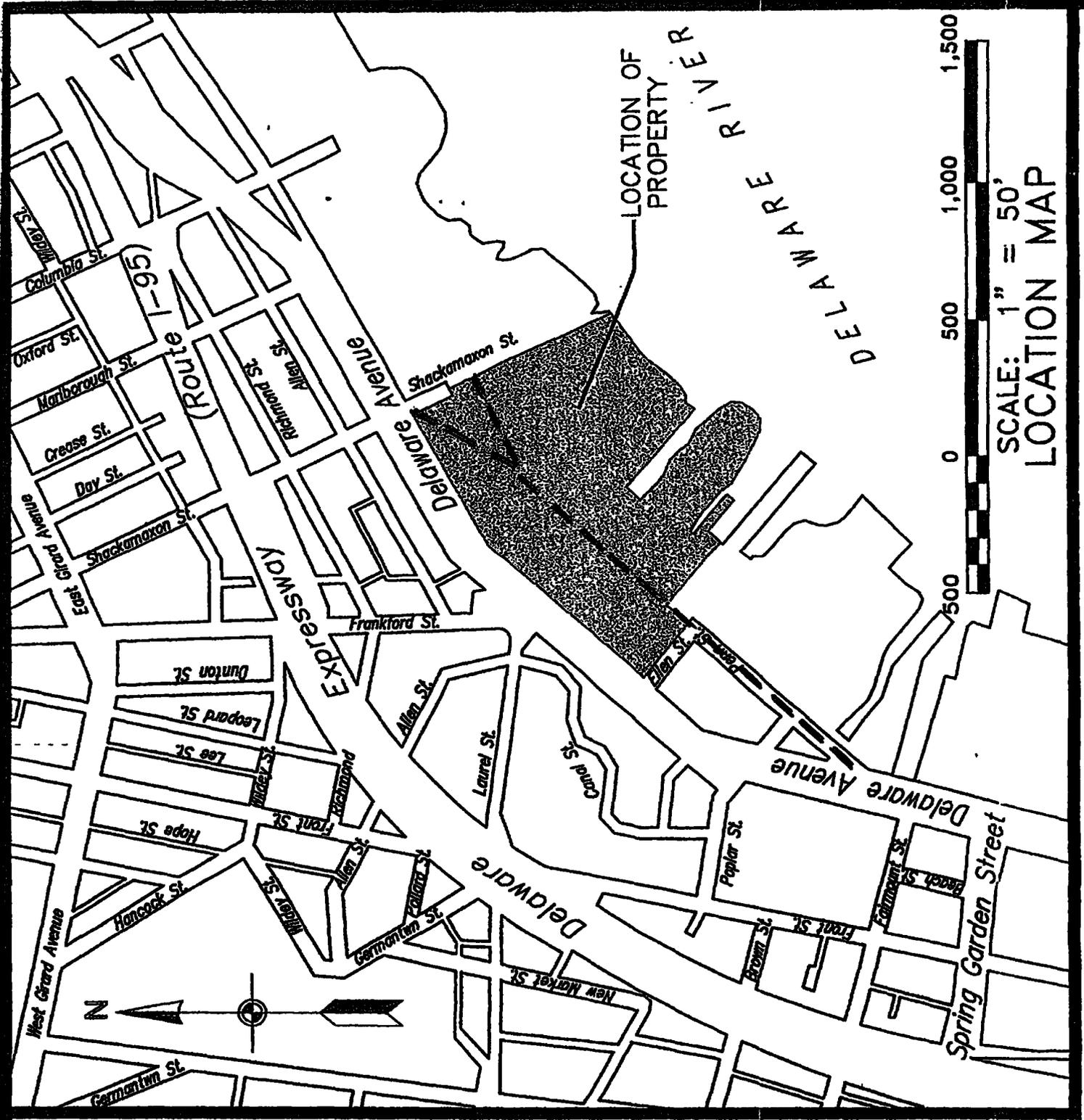
(202) 955-5600

Attorneys for the Philadelphia Belt Line Railroad Company

Exhibit A

Location Map

[Attached hereto]



LOCATION OF PROPERTY
DELAWARE RIVER



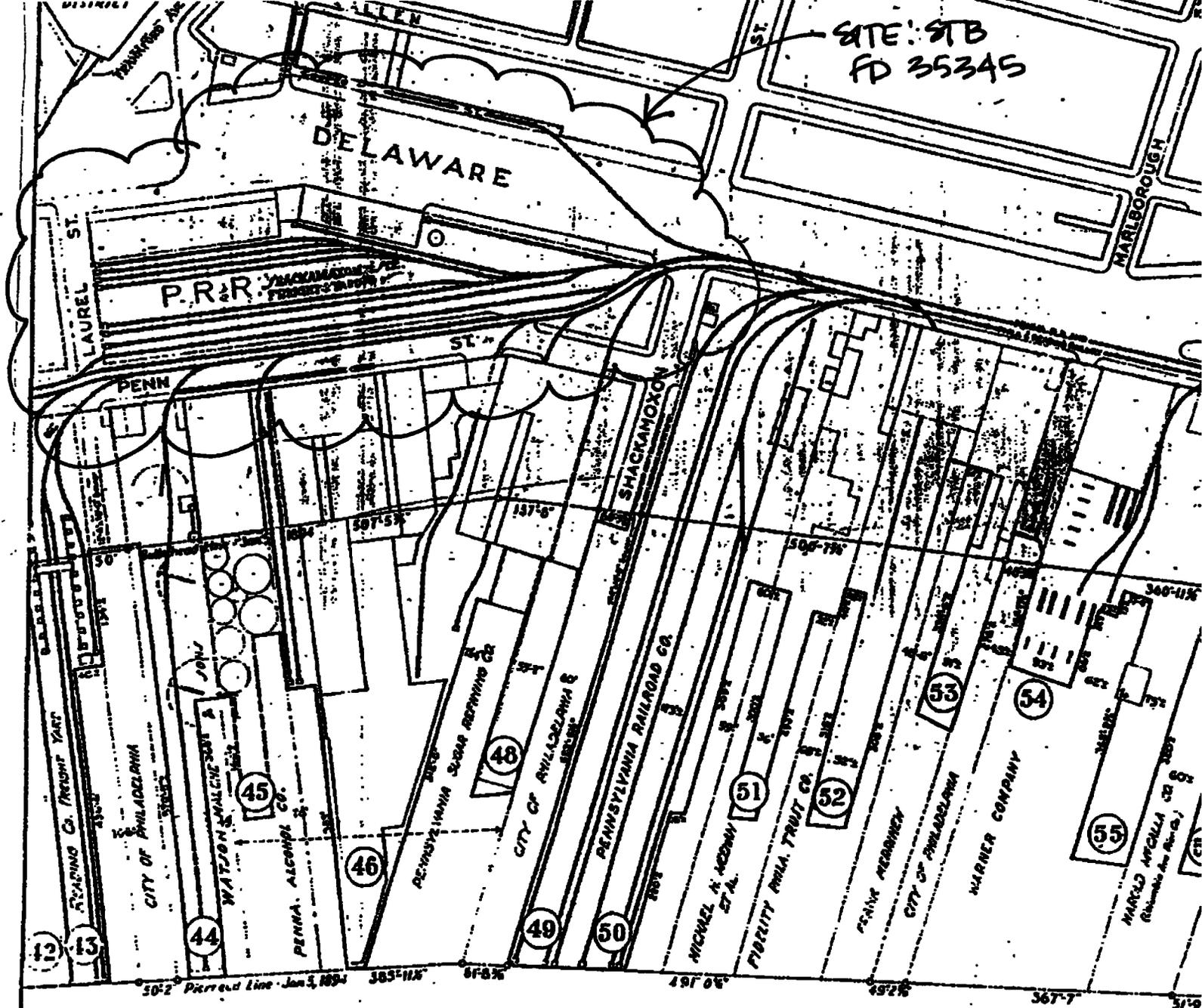
SCALE: 1" = 50'
LOCATION MAP

Exhibit A

Exhibit A-1

**Excerpt of Department of Wharves, Docks and Ferries Engineering Drawing
Pier No. 45 to Pier No. 60 – 1935**

[Attached hereto]



SITE: STB
FD 35345

DELAWARE

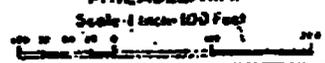
P.R.R.

D E L A W A R E

PART
OF:

NORTH DELAWARE WHARF
BETWEEN
LAUREL STREET AND BERKS STREET
PIER NO 45 TO PIER NO 60
DELAWARE RIVER PHILADELPHIA
DEPARTMENT OF WHARVES, DOCKS AND PIERS
PHILADELPHIA

Revised Jan. 1935
Issued March 1934



NW

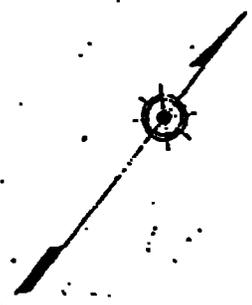


Exhibit A-1

1000
1000
1000

2

Exhibit B

1890 Ordinance

[Attached hereto]

necessary to carry Broad street at Pennsylvania avenue, and its elevation and in accordance with the plans submitted herewith over the tracks of the Philadelphia and Reading Railroad Company.

SECT. 9. Before any work shall be commenced by the said railroad company it shall enter into a bond, in a form to be approved by the City Solicitor, with the Philadelphia and Reading Railroad Company as surety, in the penal sum of one million (1,000,000) dollars, conditioned for the faithful performance of all the conditions, terms and provisions of this ordinance, and the said company shall pay into the City Treasury the sum of fifty dollars for printing this ordinance.

Before the commencement of any work under this ordinance the said Philadelphia and Reading Railroad Company shall join with the said Terminal Railroad Company in the execution of a contract with the City of Philadelphia, to do all the things directed by this ordinance to be done by said Terminal Company.

SECT. 10. Within ninety days of the revision of grades provided for in the eighth section of this ordinance, it shall be the duty of the Railroad Company to commence the construction of the structures and approaches stipulated for in said section. This work shall be prosecuted continuously and with all reasonable rapidity, and shall be fully completed within three years from the date of this ordinance. Until the full completion of said structures and approaches, the elevated railroad line authorized shall not be used in the transportation of freight or passengers, saving to such extent as it shall be necessary to do it, during the course of its construction, in assisting in such construction.

Approved the twenty-sixth day of December, A. D. 1880

EDWIN H. FITLER,

Mayor of Philadelphia

AN ORDINANCE

To authorize the Philadelphia Belt Line Railroad Company to construct its railroads and branches upon and across streets, to authorize changes and revisions in the lines and grades of certain streets, the location of a new street, the widening of certain streets and the shifting of the tracks occupied jointly by the River Front and the Philadelphia & Reading Railroad Companies, and the entering of security.

SECTION 1. *The Select and Common Councils of the City of Philadelphia do Ordain*, That the Philadelphia Belt Line Railroad Company be and the same is hereby authorized to build its line of railroad from its point of commencement at or near the Atlantic Refinery, in the Twenty-sixth Ward, thence by a line following the general direction of the Schuylkill and Delaware Rivers to the terminus of the said railroad, at or near Monroe, otherwise known as Princeton street, in the Twenty-third Ward; also to build branches of said railroad from a point marked A on the map accompanying this ordinance, by the route shown thereon, to a point on the City Line marked B, and from points marked C, E, G and I to points marked D, F, H and K respectively on said map, and to enter upon, occupy and cross with its line and branches any and all streets, lanes, and alleys between the points above named, with all the suitable and necessary sidings, turnouts and connections into and upon the warehouses and wharves which are now or may hereafter be located along said line or branches, when such sidings, turnouts, or connections are requested by the owners of said warehouses and wharves, so that the full benefit of receiving from and delivering property to the said railroad. It is expressly understood that no sidings shall be laid longitudinally upon any other streets or avenues mentioned hereafter without permission of Councils is first by ordinance obtained.

The route of the said Philadelphia Belt Line Railroad and branches thereof shall be shown upon a map to be filed at the Department of Public Works.

The route shall be as follows:

Commencing with a double track on Schuylkill avenue, at Curtin street, in the Twenty-sixth Ward; thence southwardly

in Schuylkill avenue to a point at or near Hoyt street; thence curving southwardly to a point at or near the intersection of Avenue Thirty-seven south and Thirty-second street; thence southeastwardly, crossing the tracks of the Girard Point Extension Railroad, to a point at or near the intersection of Avenue Forty-two south and Twenty-seventh street; thence curving southwardly to a point in Twenty-sixth street near Avenue Forty-three south; thence southwardly in Twenty-sixth street to a point north of Avenue Forty-five south; thence curving eastwardly to a point in Avenue Forty-five south, east of Twenty-sixth street; thence eastwardly in Avenue Forty-five south to Government avenue near Twenty-second street; thence northeastwardly in Government avenue to a point where the said avenue is intercepted by Sixteenth street extended; thence eastwardly in Government avenue to a point at or near Fifth street; thence northwardly on Fifth street to a point at or near Johnson street; thence curving eastwardly on Johnson street, crossing the tracks of the Pennsylvania Railroad Company, to a point on Delaware avenue; thence northwardly on Delaware avenue and east of the right of way of the Pennsylvania Railroad Company to a point at or near the intersection of Delaware avenue, Porter street and Commercial avenue; thence northwardly along Commercial avenue parallel with and east of the right of way of the Pennsylvania Railroad Company and the Schuylkill River East Side Railroad Company to a point at or near the intersection of Commercial avenue, Moore street and Meadow street; thence northwardly in and along Meadow street east of and parallel with the right of way of the Schuylkill River East Side Railroad Company to a point at or near the intersection of Meadow street and Tasker street; thence curving westwardly and northwardly to a point in Front street, north of Tasker street, crossing the tracks of the Schuylkill River East Side Railroad in Meadow street, and the tracks of the Pennsylvania Railroad in Swanson street; thence northwardly along Front street to a point at or near Queen street; thence curving eastwardly into and along Queen street to a point in Delaware avenue north of Queen street, crossing the Swanson Street Branch of the Philadelphia, Wilmington and Baltimore Railroad and the tracks of the Pennsylvania Railroad; thence northwardly with a single track along Delaware avenue, and property adjacent thereto, nine and one-half feet east of the east rail of the tracks now laid in Delaware avenue to a point at or near Callowhill street; thence with

double track northeastwardly along Delaware avenue and Beach street to a point at or near the Aramingo Canal; thence curving northwardly in and along the general course of said canal to the Richmond Branch of the Philadelphia and Reading Railroad; thence northeastwardly in and along the said Aramingo Canal or street to a point near Butler street; thence curving eastwardly to a line parallel with and northeast of Butler street; thence southeastwardly along same to a point near Casper street; thence curving eastwardly to a point in Carbon street at or near Wheat Sheaf lane; thence northeastwardly in Carbon street to a point in the line of Carlton street extended, on the river bank at or near Luckius street; thence northwardly by the general courses of the river bank to Bridge street; thence northeastwardly by a line outside of the river bank and crossing the mouth of Frankford Creek to a point on the wharf of the Philadelphia Cordage Company; thence northwardly, crossing the tracks of the Kensington and Tacony Branch of the Pennsylvania Railroad, to a point in Milnor street, at or near Funk street; thence northeastwardly in Milnor street to Monroe, otherwise known as Princeton street.

The route of the branch from point marked A on the main line to point marked B on County Line shall be as follows:—

Commencing at a point in the main line of the Philadelphia Belt Line Railroad in Aramingo Canal or street, south of Butler street, thence northeastwardly in the Aramingo Canal or street to a point south of Wheat Sheaf lane; thence curving westwardly, crossing Wheat Sheaf lane west of the Aramingo Canal or street and passing under the Philadelphia and Trenton Railroad immediately south of Frankford Creek; thence along and south of Frankford Creek, passing under Frankford avenue, and under Kensington avenue at or near "J" street; thence northwestwardly, crossing Juniata avenue at or near "G" street, Cayuga street at or near "N" street, Courthard street at or near "L" street, Fisher's lane at or near "J" street; thence northwestwardly, following the general course of Tacony Creek, as shown on the map, to the line between the counties of Philadelphia and Montgomery, at or near the intersection of Chelton avenue with Cheltenham avenue; the said branch to have a connection with the railroad tracks of the main line, parallel with, and northeast of Butler street.

The route of the branch from point marked C on the main line to point marked D shall be as follows:—

line, upon the demand of the Philadelphia Belt Line Railroad Company, to widen Beach street and Delaware avenue from Cumberland street to the south side of Callowhill street on either or both sides of said streets, to an additional width of not more than thirty feet; also to shift the tracks occupied by the River Front Railroad Company and the Philadelphia & Reading Railroad Company, wherever necessary, between Cumberland street and the south side of Callowhill street, and to make such revision of street and curb lines as may be necessary to enable the tracks of the Philadelphia Belt Line Railroad Company to be constructed and operated upon said widened streets: *Provided*, That the shifting of the aforesaid tracks shall be done by or under the direction of the Department of Public Works, and that all expenses of every kind arising from the widening of said streets, the revision of street and curb lines, and vacation of sidewalks, and the shifting of aforesaid tracks, including all damage to private property shall be borne and paid by the Philadelphia Belt Line Railroad Company.

SECT. 2. That the Philadelphia Belt Line Railroad Company, whatever it shall cross or occupy any now opened public street, shall keep that portion thereof occupied by its tracks in good order and condition at all times, and shall save the City of Philadelphia harmless, so far as the City may be liable therefor, from any responsibility that may grow out of the construction or operation of the said railroad and branches over, upon, or under the streets as aforesaid.

When the City of Philadelphia shall direct the opening and paving or macadamizing of any street now upon the approved plan, or a change of grade of any street now open across the line of said railroad track to avoid grade crossings, in such a way as shall make necessary the construction of bridges and abutments, the railroad company shall construct at its own expense such bridges and abutments thus made necessary, in accordance with plans furnished by the Department of Public Works.

SECT. 3. The said Philadelphia Belt Line Railroad Company shall have the right to occupy with double tracks any portion of the property of the City of Philadelphia across which the route of the said railroad and branches may extend.

SECT. 4. The Philadelphia Belt Line Railroad Company shall enter into an agreement with the City of Philadelphia, that where the line of the said railroad shall be constructed on any portion of Delaware avenue as it now exists, that the said

Commencing at a point in the main line of the Philadelphia Belt Line Railroad in Carbon street north of Butler street, thence southwestwardly in Carbon street to a point in the line of Carbon street extended, on the river bank; thence southwestwardly by the general courses of the river bank to Allegheny avenue. The said branch to have Y connection with the railroad tracks of the main line parallel with and northeast of Butler street.

The route of the branch from point marked E on the main line to point marked F shall be as follows:—

Commencing at a point in the main line of the Philadelphia Belt Line Railroad in Beach street south of the Aramingo Canal, thence northwardly in Beach street to Cumberland street.

The route of the branch from point marked G on the main line to point marked H shall be as follows:—

Commencing at a point on the main line of road on Government avenue near and west of Fish street; thence extending eastwardly along Government avenue and Avenue Forty-three south to the river bank at or near Third street; thence along the river bank to a point at or near Spangler street.

The route of the branch from point marked I on the main line to point marked K shall be as follows:—

Commencing at a point in Schuylkill avenue at or near Hoyt street; thence southwardly in Schuylkill avenue to near Avenue Thirty-six south; thence curving westward to the river bank; thence following the general line of the river bank along the Schuylkill River to a point near the prolongation southward of Thirtieth street; thence curving northward to a connection with the tracks of the Girard Point Extension Railroad at or near Avenue forty-five south.

There shall be no crossings at grade of existing streets now opened nor of railroad tracks now constructed and in use prior to June 30, 1884, by the portion of the Philadelphia Belt Line Railroad along the Aramingo Canal and Frankford and Tacony Creeks to the county line, excepting Richmond street at its crossing of the Aramingo Canal, and on the portion of the branch line along Butler street between Richmond street and Carbon street. All streets crossing Butler street between the Aramingo Canal and Richmond street, including Richmond street, shall be crossed overhead at an elevation of not less than thirteen feet.

The Department of Public Works, through the Board of Surveys he, and is hereby authorized and directed, from time

company will move its tracks to the eastern side of said avenue whenever Delaware avenue shall be widened or opened of a sufficient width to permit this to be done. And thereupon the said Philadelphia Belt Line Railroad Company shall have the right to lay and maintain an additional track, with necessary turnouts and switches upon said portion of Delaware avenue so widened or opened; and if at any time hereafter the said avenue shall be so widened, the railroad company shall indemnify the City of Philadelphia against being put to any expense by reason of the building of bulkheads and of the grading and paving thereof.

SECT. 5. The rights conferred by this ordinance are granted upon the express and precedent condition that before any of the said rights herein conferred shall be exercised by the Philadelphia Belt Line Railroad Company, it shall procure such contracts under bonds, the amount of which is to be hereinafter specified to be executed with the city of Philadelphia, in such form as shall be approved by the City Solicitor, as will make effectual the following conditions:

That the Philadelphia Belt Line Railroad Company shall, in conjunction with all the stockholders of said company, enter into an agreement bearing the approval of the Mayor and the City Solicitor, that the whole of the Philadelphia Belt Line Railroad and its branches shall be completed within five years after the passage of this ordinance and that as fast as the said Philadelphia Belt Line Railroad and branches shall be completed each part thereof as rapidly as it shall be constructed shall be open to the use of all railroad companies which shall execute a satisfactory agreement to comply with all reasonable rules and regulations, which rules and regulations shall apply to all without discrimination.

SECT. 6. That the Philadelphia Belt Line Railroad Company shall be subject to the same limitations and penalties respecting the time of running its trains and the standing of its engines or cars upon any part of its track between Callowhill street and Dock street, as were provided for the River Front Railroad Company, in ordinance approved May 21, 1877, entitled "An ordinance to authorize the River Front Railroad Company and the Philadelphia and Reading Railroad Company to severally and jointly occupy and use certain streets for railroad purposes," as well as the subsequent decree of the Court of Common Pleas confirming the restrictions as provided by said ordinance.

SECT. 7. The position of the said railroad tracks upon said streets and avenues now opened shall conform to the established grade thereof, and when the growth of improvement shall require bringing the streets not yet opened along which the said railroad or its branches may be laid to the conforming grades of the City, the said railroad company shall at its own expense raise or depress its tracks to conform to the said grades whenever and whenever it shall be notified to do so by ordinance of Councils ordering the opening and paving or macadamizing of said streets and the construction as to plan and character of rail, shall be approved by the Department of Public Works; and it is hereby stipulated that before any of the streets or avenues herein designated shall be occupied for railroad purposes, the company shall file an obligation with the City Solicitor, protecting the said City from any expenses whatever incurred upon, or growing out of the laying of said railroad tracks hereby authorized so far as the said City shall be liable.

SECT. 8. That no higher charges shall be made by the Philadelphia Belt Line Railroad Company for the transportation of any traffic over the lines of the railroad authorized to be constructed, than are permitted by the provisions of the act of General Assembly of the Commonwealth of Pennsylvania entitled "An act regulating railroad companies," approved the nineteenth day of February, 1849, and all supplements thereto.

SECT. 9. That the dividends on the fully paid stock be limited to six per cent. per annum, all excess of earnings to go to the City of Philadelphia.

SECT. 10. That the privileges herein and hereby given to the Philadelphia Belt Line Railroad Company are conditioned upon their giving to the City of Philadelphia, prior to the commencement of each section, as hereinafter specified, upon the approval of the City Solicitor, the following bonds of indemnification, protecting the City from all loss, damage, claim or demand by reason of the construction of the railroad tracks herein authorized to be constructed by the Philadelphia Belt Line Railroad Company: Upon that portion of the line between Point Breeze and Pollock street, fifty thousand (\$50,000) dollars; upon that portion of the line between Pollock street and Reed street, seventy-five thousand (\$75,000) dollars; between Reed street and Lehigh avenue, two hundred and fifty thousand (\$250,000) dollars; between Cumberland street and Tacony, one hundred thousand (\$100,000) dollars; between Lehigh avenue and County Line, fifty thousand (\$50,000) dollars. Said

bonds shall bear the guarantee or security of one or more of the Philadelphia trust companies, and shall terminate and become void at the expiration of two years after the completion of the respective sections to which they apply.

SECT. 11. That the Department of Public Works be and is hereby authorized and directed to make modifications in the lines and grades of streets crossed by the Philadelphia Belt Line Railroad, as follows:

Lay out a new street, fifty feet wide, on the west side of the Aramingo Canal, from Richmond street to East Girard avenue. Lower the grade of East Norris street and East Girard avenue, at the crossing of the Aramingo Canal, to + 4.0 City datum; revise the lines and grades of Frankford avenue, the elevation of trucks at said avenue to be + 8.0 City datum, and of the Asylum road, near Crescentville, so that those streets shall be carried over the railroad, on bridges, with a clearance of nineteen feet; revise the grades of Kensington avenue and Old Front street, so that Kensington avenue may be carried over the railroad on a bridge with nineteen feet clearance; revise the grades of Fisher's lane, Olney road, and Old Second street, so that each may be carried, on a bridge, over the railroad, with a clearance of nineteen feet; revise the lines and grades of all streets not now open along the line of Frankford Creek, between the Aramingo Canal and the Montgomery county line, so that said streets, when opened, may pass either under or over the Philadelphia Belt Line Railroad; revise the grade on Queen street, between Delaware avenue and Swinson street, and on the west side of Delaware avenue.

The Department of Public Works is hereby further authorized and directed to make such revision of the grades of any and all streets upon the Plan of the City which shall be affected by the aforesaid revisions, or by the construction of the Philadelphia Belt Line Railroad Company, as may be necessary to enable the said railroad to be constructed, and to make effectual the aforesaid revisions of grades; conditioned that said Philadelphia Belt Line Railroad shall file its bond in the sum of two hundred and fifty (250,000) dollars, to be approved by the City Solicitor, and file in the Law Department, providing that said company shall pay all damages arising out of the changes and modifications of the grades of the streets, avenues and lanes, now opened, mentioned in this section.

SECT. 12. All work herein and hereby authorized shall be done under the supervision and to the satisfaction of the Depart-

ment of Public Works, and nothing herein or hereby granted shall prevent Councils, by ordinance, from establishing proper regulations for running of the cars and locomotives over the streets herein named as may be required for the protection of the citizens and business interests of the city, and before exercising any of the rights or privileges herein and hereby granted, the sum of fifty (50) dollars shall be paid by the Philadelphia Belt Line Railroad Company into the City Treasury for the printing of this ordinance.

SECT. 13. That, before exercising any of the rights or privileges herein or hereby granted, the Philadelphia Belt Line Railroad Company, the officers, directors and all the shareholders thereof, shall execute, to the satisfaction of the Mayor and City Solicitor, an agreement providing for the creation of a voting trust for all the stock of the said railroad company. Also, an agreement providing for a gift of fifty-one (51) per cent. of the present stock of said railroad company and fifty-one (51) per cent. of all the stock which may hereafter be issued by it to such corporations and persons as may be legally competent to act thereunder, to the end that the said railroad may forever be maintained for the common use of all railroads upon equal terms, without discrimination.

Approved the twenty-sixth day of December, A. D. 1890.

EDWIN H. FITTLER,

Mayor of Philadelphia.

AN ORDINANCE

To approve the contract and surety of J. B. Reilly for doing all the preparatory work in connection with the construction of a reservoir in the Twenty-first Ward.

SECTION 1. *The Select and Common Councils of the City of Philadelphia do ordain*, That the contract of J. B. Reilly for doing all the preparatory work in connection with the construction of a reservoir in the Twenty-first Ward be, and the same is hereby approved, and that The Equitable Trust Company be, and it is hereby approved as the surety of the said J. B. Reilly for the faithful performance of the said contract.

Approved the twenty-sixth day of December, A. D. 1890.

EDWIN H. FITTLER,

Mayor of Philadelphia.

Exhibit C

1891 Agreement

[Attached hereto]

AGREEMENT OF FEBRUARY 5, 1891

Between
The Philadelphia Belt Line Railroad Co.
and
The City of Philadelphia

WHEREAS, in and by an Ordinance of the Select and Common Councils of the City of Philadelphia, approved the 26th day of December, Anno Domini, one thousand, eight hundred and ninety, entitled

AN ORDINANCE

To authorize the Philadelphia Belt Line Railroad Company to construct its railroads and branches upon and across the streets, to authorize changes and revisions in the lines and grades of certain streets, the location of a new street, the widening of certain streets and the shifting of the tracks occupied jointly by the River Front and The Philadelphia and Reading Railroad Companies, and the entering of security.

IT IS PROVIDED:

That the Philadelphia Belt Line Railroad Company is authorized to build its line of railroad and branches thereof, over and along the route and in the manner and in accordance with the provisions therein fully set forth and also shown upon a map or plan to be filed in the Department of Public Works; and it is further provided that said Philadelphia Belt Line Railroad Company shall have, possess and enjoy certain rights and privileges upon the conditions and terms therein fully set forth.

Now, THEREFORE, this agreement made this fifth day of February, A. D., 1891, by and between the Philadelphia Belt Line Railroad Company of the first part and the City of Philadelphia of the second part, WITNESSETH:

That the corporation of the first part for and in consideration of the premises and of the benefits, privileges, advantages to it moving from the City of Philadelphia, of the second part, has agreed and by these presents doth agree, promise and covenant with the City of Philadelphia as follows:

FIRST. That all expenses of every kind arising from the widening of Beach Street and Delaware Avenue on either or both sides of the said streets to the additional width of not more than thirty feet and the shifting of the tracks occupied by the River Front Railroad Company and The Philadelphia and Reading Railroad Company wherever necessary between Cumberland Street and the South side of Callowhill Street and the revision of street and curb lines and the vacation of sidewalks necessary to enable the tracks of the Philadelphia Belt Line Railroad Company to be constructed and operated upon said widened streets and all damage to private property by reason thereof, as set forth in Section 1 of said Ordinance shall be paid by the Philadelphia Belt Line Railroad Company.

SECOND. That the Philadelphia Belt Line Railroad Company, wherever it shall cross or occupy any now opened public street, shall keep that portion thereof occupied by its tracks in good order and condition at all times and shall save the City of Philadelphia harmless, so far as the city may be liable therefore, from any responsibility that may grow out of the construction or operation of the said railroad and branches over, upon or under the streets as aforesaid.

THIRD. When the City of Philadelphia shall direct the opening and paving or macadamizing of any street now upon the approved plan or a change of grade of any street now open across the line of said railroad track to avoid grade crossings, in such a way as shall make necessary the construction of bridges and abutments, the railroad company shall construct at its own expense such bridges and abutments thus made necessary in accordance with plans furnished by the Department of Public Works.

FOURTH. That where the line of the said railroad company shall be constructed on any portion of Delaware Avenue as it now exists that the said company will move its tracks to the eastern side of said Avenue wherever Delaware Avenue shall be opened or widened of a sufficient width to permit this to be done. And if at any time hereafter the said Delaware Avenue shall be so widened, the railroad company agrees to indemnify the City of Philadelphia against being put to any expense by reason of the building of bulk-heads and of the grading and paving thereof.

FIFTH. That the whole of The Philadelphia Belt Line Railroad and its branches shall be completed within five (5) years after the passage of this Ordinance, and that as fast as the said Philadelphia Belt Line Railroad and its branches shall be completed, each part thereof, as rapidly as it shall be constructed, shall be open to the use of all railroad companies which shall execute a sat-

isfactory agreement to comply with all reasonable rules and regulations, which rules and regulations shall apply to all without discrimination.

SIXTH. The position of the said railroad tracks upon said streets and avenues now opened shall conform to the established grade thereof and when the growth of improvement shall require bringing the streets not yet opened, along which the said railroad or its branches may be laid, to the confirmed grades of the city the said railroad company shall, at its own expense, raise or depress its tracks to conform to said grades, wherever and whenever it shall be notified to do so by Ordinance of Councils, ordering the opening and paving or macadamizing of said streets, and the construction as to plan and character of rail, shall be approved by the Department of Public Works.

SEVENTH. That the dividends on the fully paid stock shall be limited to 6 per cent. per annum. All excess of earnings shall go to the City of Philadelphia.

EIGHTH. That the said railroad company will enter into all the bonds in the amounts and at the times named and in the manner set forth in said Ordinance, for the payment of damages as therein set forth and agrees to comply with all of the premises, terms, covenants, conditions, matters and things of every nature and kind in said Ordinance contained.

The City of Philadelphia, corporation of the second part herein named, in consideration of the premises, hereby covenants and agrees by and with the corporation of the first part as follows:

FIRST. The Philadelphia Belt Line Railroad Company is authorized to enter and build and operate its railroad upon the streets, lanes and highways and property and in the manner described in said Ordinance and shown upon the map or plan to be filed in the Department of Public Works.

SECOND. The Department of Public Works is authorized and shall from time to time upon the demand of the Philadelphia Belt Line Railroad Company widen Beach Street and Delaware Avenue from Cumberland Street to the South side of Callowhill Street on either or both sides of said streets to an additional width of not more than thirty (30) feet and to shift the tracks occupied by the River Front Railroad Company and The Philadelphia and Reading Railroad Company wherever necessary between Cumberland Street and the South side of Callowhill Street and make such revision of street and curb lines as may be necessary to enable the tracks of the Philadelphia Belt Line Railroad Company to be constructed and operated upon said widened street.

THIRD. The said Philadelphia Belt Line Railroad Company shall have the right to occupy with double tracks any portion of the property of the City of Philadelphia across which the route of said railroad and its branches may extend.

FOURTH. Where the line of the said railroad shall be constructed on Delaware Avenue as it now exists, and Delaware Avenue shall be widened or opened of a sufficient width to permit the tracks to be moved to the eastern side of said Avenue, the said railroad company shall have the right to lay and maintain an additional track with necessary turnouts and switches upon said portion of Delaware Avenue so widened or opened.

FIFTH. The Department of Public Works shall make such modifications in the lines and grades of streets crossed by the Philadelphia Belt Line Railroad as are named in Section 11 of said Ordinance and will also make such revision of the grades of any and all streets, upon the plan of the city as shall be affected by the aforesaid revision or by the construction of the Philadelphia Belt Line Railroad Company as may be necessary to enable the said railroad to be constructed in the manner set forth in said Ordinance.

SIXTH. And the City of Philadelphia further agrees to fully and faithfully perform each and everything in said Ordinance contained on its part to be done and performed. The covenants and agreements in this contract contained shall extend to and bind the successors and assigns of the several corporations, parties hereto, fully and with the same force and effect as if the words "successors and assigns" had in each case been particularly mentioned.

IN WITNESS WHEREOF, The said Philadelphia Belt Line Railroad Company, party of the first part and the City of Philadelphia party of the second part have set their respective corporate seals duly attested the day and year aforesaid.

Sealed and delivered in
in the presence of

(Signed) E. F. GLENN,

As to Belt Line R. R. Co.

The Philadelphia Belt Line Railroad Company,

(Signed)

By

F. B. REEVES,

President.

(SEAL)

Attest:

(Signed) JOHN NORRIS,

Secretary.

(Signed) EDWIN S. STUART,

Mayor.

(SEAL)

This agreement approved as to form and its compliance with
the Ordinance.

(Signed) CHAS. F. WARWICK,

City Solicitor.

STATE OF PENNSYLVANIA: }
COUNTY OF PHILADELPHIA: } SS:

Before me the subscriber a Notary Public for the Commonwealth of Pennsylvania, residing in the City of Philadelphia, personally appeared John Norris, Secretary of the foregoing named corporation, the Philadelphia Belt Line Railroad Company, who being duly sworn deposes and says that the execution of the foregoing agreement was duly authorized by the Board of Directors of the said company and that the deponent was personally present at the execution of said agreement and did affix the common or corporate seal of the said, The Philadelphia Belt Line Railroad Company thereto in pursuance of said resolution and that the seal so affixed is the common or corporate seal of the said The Philadelphia Belt Line Railroad Company and that the signatures of Francis B. Reeves as President and of this deponent as Secretary of the said railroad company are of the said Francis B. Reeves and of this deponent's own proper handwriting, respectively.

Sworn and subscribed this Fourth
day of June, A. D., 1891

(Signed) JOHN NORRIS,

WITNESS my hand and official seal

(Signed) EDWIN F. GLENN,

(SEAL)

Notary Public.

Exhibit D

2004 Ordinance

[Attached hereto]

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City of Philadelphia



(Bill No. 040563)

AN ORDINANCE

Authorizing the revisions of lines and grades on a portion of City Plan Nos. 271 and 146 in the vicinity of Penn Street and Shackamaxon Street, under certain terms and conditions.

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

SECTION 1. Pursuant to Section 11-405 of The Philadelphia Code, the Board of Surveyors of the Department of Streets is authorized to revise the lines and grades on a portion of City Plan Nos. 271 and 146 by:

- (a) Striking from the City Plan and vacating Penn Street from Ellen Street to Shackamaxon Street.
- (b) Reserving and placing on the City Plan a right-of-way for drainage purposes, water main purposes, and gas main purposes within the lines of Penn Street being stricken from the City Plan under authority of this Ordinance.

SECTION 2. This authorization is conditional upon compliance with the following requirements within one (1) year from the date this Ordinance becomes law:

- (a) The party requesting changes to the City Plan hereunder shall file an agreement or agreements, satisfactory to the Law Department, executed by all owners of property affected by this Ordinance, to release the City from all damages and claims for damages that may arise by reason of such City Plan changes. If such requesting party has demonstrated to the satisfaction of the City that it has diligently pursued, but was unsuccessful in obtaining the execution of any such agreements, such party shall file agreements and bond with corporate surety, satisfactory to the Law Department, to release and indemnify the City for all such damages and claims for damages.
- (b) The filing of an agreement, satisfactory to the Law Department, by the party in interest, to release, indemnify and defend the City from all damages or claims for damages, which may arise by reason of the City Plan changes authorized herein.
- (c) If in the best interest of the City, the filing of an agreement by the owner or owners of property affected thereby granting to the City of Philadelphia and the Philadelphia Gas Works the aforesaid right-of-way described in Section 1(b) of this Ordinance. The agreement shall provide that no changes in grades shall be made and that no fences, buildings or other structures, either overhead,

City of Philadelphia

BILL NO. 040563 continued

Certified Copy

underground or upon the surface shall be constructed within the lines of the right-of-way or abutting thereon, unless the plans for such structures shall first be submitted to and approved by the City of Philadelphia and the Philadelphia Gas Works. The agreement shall also grant the right-of-access and occupation at any and all times to the officers, agents, employees and contractors of the City of Philadelphia and the Philadelphia Gas Works, to occupy the right-of-way for the purpose of construction, reconstruction, maintenance, alterations, repairs and inspection of present and future facilities and structures.

- (d) The party requesting changes to the City Plan hereunder shall file a bond, with corporate surety, satisfactory to the Law Department, to cover the cost of work required under Section 2(c).
- (e) The party requesting changes to the City Plan hereunder shall pay to the City the appraised value of the bed of Penn Street being stricken from the City Plan under authority of this Ordinance.
- (f) The party requesting changes to the City Plan hereunder shall pay the cost of advertising the public hearing by the Board of Surveyors on the City Plan changes authorized by this Ordinance.

SECTION 3. This Ordinance shall not become effective unless the sum of two hundred dollars (\$200.00), toward costs thereof, is paid into the City Treasury within one hundred twenty (120) days after this Ordinance becomes law.

City of Philadelphia

BILL NO. 040563 continued

Certified Copy

City of Philadelphia

BILL NO. 040563 continued

Certified Copy

CERTIFICATION: This is a true and correct copy of the original Bill, Passed by the City Council on June 21, 2004. The Bill was Signed by the Mayor on July 1, 2004.



Patricia Rafferty
Chief Clerk of the City Council

Exhibit E

1893 Ordinance

[Attached hereto]

and the same is hereby approved as surety of the said Thomas C. Trafford, for the faithful performance of the said contract; that the contract of the Vulcanite Paving Company, for laying Stuart's Granolithic floors, ordinary cement floors, Neufohat Asphalt pavements and floors, etc., at the new Philadelphia County Prison be, and the same is hereby approved and the Commonwealth Title, Insurance and Trust Company be, and the same is hereby approved as surety of the said Vulcanite Paving Company, for the faithful performance of the said contract; that the contract of the Edgemoor Iron Company, for the construction and erection of steam supply and heating apparatus, &c., at the new Philadelphia County Prison be, and the same is hereby approved and that the City Trust, Safe Deposit and Surety Company be, and the same is hereby approved as surety of the said Edgemoor Iron Company, for the faithful performance of the said contract; and that the contract of Charles McCaul, for plastering, carpenter work and other work and for the erection of a hospital building, at the new Philadelphia County Prison be, and the same is hereby approved and that the Equitable Trust Company be, and the same is hereby approved as surety of the said Charles McCaul, for the faithful performance of the said contract.

Approved the sixth day of June, A. D. 1893.

EDWIN S. STUART,

Mayor of Philadelphia.

A SUPPLEMENT

To an ordinance approved the twenty-sixth day of December, A. D. 1890, entitled "An Ordinance to authorize the Philadelphia Belt Line Railroad Company to construct its railroads and branches upon and across streets; to authorize changes and revisions in the lines and grades of certain streets; the location of a new street; the widening of certain streets, and the shifting of the tracks occupied jointly by the River Front and the Philadelphia & Reading Railroad Companies, and the entering of security," providing for an extension of time for the completion of the road and removing certain conditions.

WHEREAS, By an ordinance approved the twenty-sixth day of December, A. D. 1890, the Philadelphia Belt Line Rail-

road Company was authorized and empowered to build a certain line of railroad and branches thereof, as in and by the said ordinance will more fully appear; and by the fifth section thereof it was further provided that the Philadelphia Belt Line Railroad should in conjunction with all the stockholders of the said company enter into an agreement bearing the approval of the Mayor and the City Solicitor, that the whole of the Philadelphia Belt Line Railroad and its branches should be completed in five years after the passage of the said ordinance.

AND WHEREAS, The public benefits intended to be secured by the said ordinance may be more speedily accomplished, and inconvenience and delay averted through the use by the Philadelphia Belt Line Railroad Company of certain tracks now existing, or which may hereafter be laid, and which are now or may hereafter be capable of being used by the Philadelphia Belt Line Railroad Company as part of its route or branches thereof, leaving the construction by the Philadelphia Belt Line Railroad Company of such portion of its railroad or branches until such time as it shall deem advisable,

AND WHEREAS, certain conditions have been enacted by said ordinance which have not been imposed on any other railroad, therefore,

SECTION 1. *The Select and Common Councils of the City of Philadelphia do ordain,* That part of Section 5 of the ordinance approved the twenty-sixth day of December, A. D. 1890, which reads as follows: "That the whole of the Philadelphia Belt Line Railroad and its branches shall be completed within five years after the passage of this ordinance," and so much of Section 10 of said ordinance which reads as follows: "Shall bear the guarantee or security of one or more of the Philadelphia Trust companies," and part of Section 4, which reads as follows: "And if at any time hereafter the said avenue shall be so widened the Railroad Company shall indemnify the City of Philadelphia against being put to any expense by reason of the building of bulk-heads and of the grading and paving thereof," be and the same are hereby repealed. *And provided,* That the sum of fifty (50) dollars shall be paid by the Philadelphia Belt Line Railroad Company into the City Treasury for printing this ordinance.

Approved the sixth day of June, A. D. 1893.

EDWIN S. STUART,

Mayor of Philadelphia.

Exhibit F

PBL 1979 Annual Report - Excerpts

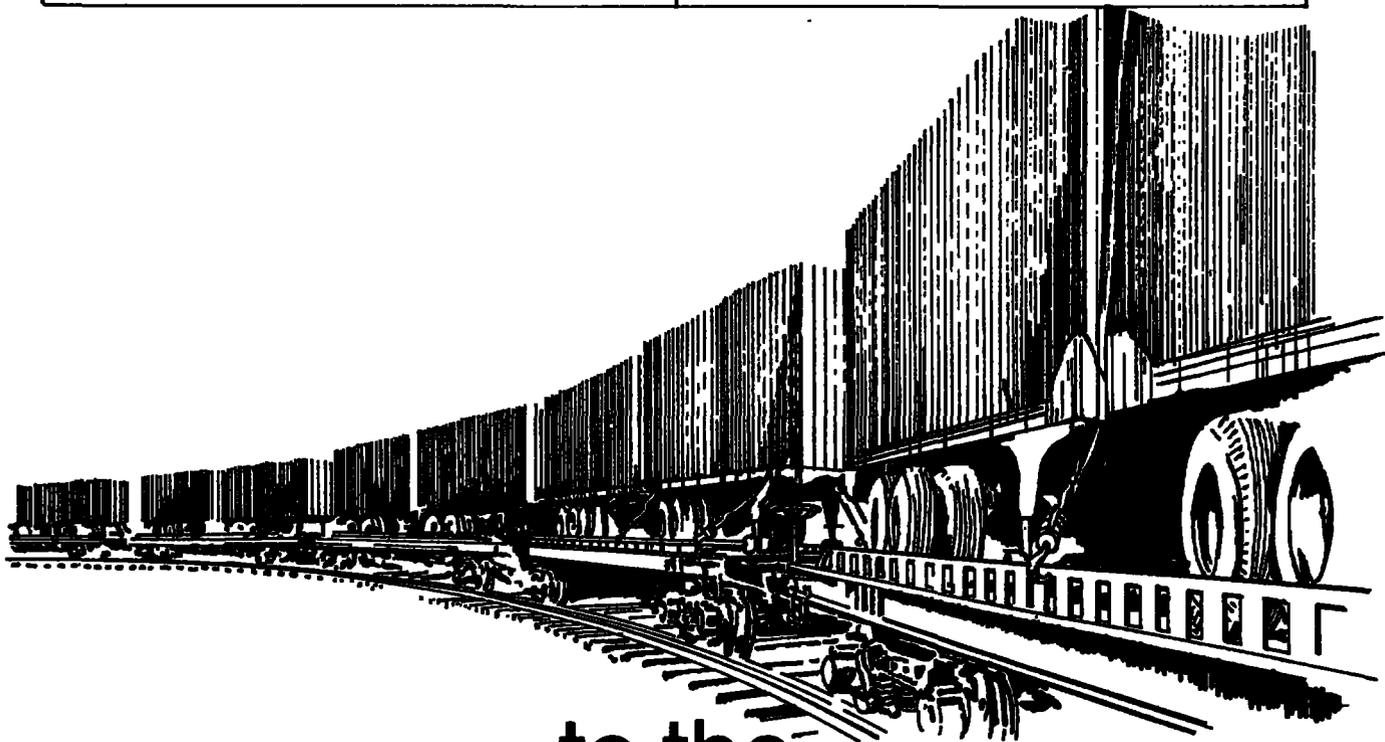
[Attached hereto]

G-143

R-3
Class III Railroads
Approved by GAO
B-180230 (R0583)
Expires 12-31-81

annual report

	<p>PHILADELPHIA BELT LINE R.R.CO. 722 LAFAYETTE BUILDING PHILADELPHIA, PA 19106</p>
<p>correct name and address if different than shown</p>	<p>full name and address of reporting carrier (use mailing label on original, copy in full on duplicate)</p>



to the
Interstate Commerce Commission
for the year ended December 31, 1979

OPERATION OF THE COMPANY

Subsequent to the chartering of the Company, The Belt Line entered into Agreement (May 4, 1891) with the Philadelphia and Reading Railroad Company, (predecessor of Reading Company), by which that Company was accorded use of The Belt Line franchises upon a condition that "... (railroad) companies desiring to have the use, enjoyment or occupancy of any portion or portions shall contribute an equitable share of the cost of construction of the portion(s) which the incoming company or companies desire to use..."

In 1911, the Baltimore and Ohio Railroad Company (Chessie System) entered into this arrangement, limited to the area south of Callowhill Street, and in return for the enjoyment of these rights, Reading Company (now Conrail) and Baltimore and Ohio (Chessie System) agreed to assume the net cost of operations of The Belt Line, including the amount of the dividend to preferred stockholders.

By Agreements dated May 2, 1892, and June 2, 1900, the Pennsylvania Railroad Company agreed to provide switching for Belt Line cars to and from piers and industries, other than those owned by the Pennsylvania Railroad, south of Callowhill Street. In accordance with the terms of the Agreements of May 4, 1891, Conrail, as successor to the Reading Company provides switching services for cars to and from piers and industries north of Allegheny Avenue, having sidetrack connections to Belt Line tracks.

TRAFFIC HANDLING

Belt Line cars are moved upon authority received from an Agent of The Belt Line in accord with the tariffs of this Company on Reading (Conrail) or Chessie bills of lading at the flat Philadelphia rate without additional cost to shippers.

330. ROAD AND EQUIPMENT PROPERTY

1. Give particulars of changes during the year in Road and Equipment property, and Improvements on property.
2. Gross charges during the year should include disbursements made for the specific purpose of purchasing, equipping, and equipping new lines, extensions of old lines, and for additions and betterments. Both the debit and credit involved in each adjustment, or clearance, between road and equipment accounts, should be included in columns (c) and (d), as may be appropriate, depending on the nature of the item. Adjustments in excess of \$100,000 should be explained.
3. Report on line 32 amounts not includable in the primary road accounts.

Line No.	ITEM (a)	Balance at beginning of year (b)	Gross charges during year (c)	Credits for property retired during year (d)	Balance at close of year (e)	Accrued depreciation at close of year (f)
1	(1) Engineering	9,954.29				107.
2	(2) Land for transportation purposes	12,816.57			12,816.57	
3	(3) Other right-of-way expenditures					
4	(4) Grading	62,446.84			54,092.43	94.
5	(5) Tunnels and subways					
6	(6) Bridges, trestles, and culverts	3,330.51			3,330.51	41.
7	(7) Elevated structures					
8	(8) Ties	25,637.32			17,282.91	
9	(9) Rails	32,533.19			24,179.07	
10	(10) Other track material	53,375.70			45,021.29	
11	(11) Ballast	6,798.50			6,798.50	
12	(12) Track laying and surfacing	31,375.37			23,020.97	
13	(13) Fences, snowsheds, and signs	80.00			80.00	
14	(16) Station and office buildings	1,235.00			1,235.00	22.
15	(17) Roadway buildings	427.00			427.00	9.
16	(18) Water stations					
17	(19) Fuel stations					
18	(20) Shops and enginehouses					
19	(22) Storage warehouses					
20	(23) Wharves and docks					
21	(24) Coal and ore wharves					
22	(25) TOFC/COFC terminals					
23	(26) Communication systems					
24	(27) Signals and interlockers					
25	(29) Power plants					
26	(31) Power-transmission systems					
27	(35) Miscellaneous structures					
28	(37) Roadway machines	42.00			42.00	3.
29	(39) Public improvements - Construction	22,189.61				176.
30	(44) Shop machinery					
31	(45) Power-plant machinery					
32	Roadway small tools Other (specify and explain)	130.00			130.00	
33	Total Expenditures for Road	262,371.90			188,456.25	452.
34	(52) Locomotives					
35	(53) Freight-train cars					
36	(54) Passenger-train cars					
37	(55) Highway revenue equipment					
38	(56) Floating equipment					
39	(57) Work equipment					
40	(58) Miscellaneous equipment	4,730.85				433.
41	Total Expenditures for Equipment	4,730.85				433.

Exhibit G

1892 Agreement

[Attached hereto]

AGREEMENT OF MAY 2, 1892

BETWEEN

PENNSYLVANIA RAILROAD COMPANY

FOR ITSELF AND AS LESSEE OF THE RIVER FRONT
RAILROAD COMPANY, AND THE

RIVER FRONT RAILROAD COMPANY

AND

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

MEMORANDUM OF AGREEMENT, made this second day of May, 1892, between the Pennsylvania Railroad Company for itself and as lessee of the River Front Railroad Company, and the River Front Railroad Company, parties of the first part; and The Philadelphia Belt Line Railroad Company, party of the second part.

WHEREAS, The Philadelphia Belt Line Railroad Company under the terms of the ordinance of Councils of the City of Philadelphia, passed on the 26th day of December, 1890, is now constructing a railroad over certain routes, which are fully set forth in said ordinance, and in the construction of said road is about to enter upon and occupy certain streets, also duly set forth in said ordinance; and

WHEREAS, The route of the said The Philadelphia Belt Line Railroad is substantially parallel on Delaware Avenue between Callowhill and Queen Streets, with the lines of the parties of the first part hereto, and the said parties of the first part, on account of the present restricted width of said avenue and the inconvenience that would be caused to the public by the imme-

(1)

diate laying of additional tracks thereon, are willing to grant inter alia, the use of their lines between Callowhill Street and Tasker Street to the party of the second part, on the terms and conditions hereinafter named; and

WHEREAS, The parties hereto have agreed for the reasons above recited to enter into the contract hereinafter set forth.

NOW, THIS AGREEMENT WITNESSETH:

FIRST. That in consideration of the covenants to be performed by the party of the second part, the parties of the first part agree, that upon and after the construction of a connection between The Philadelphia Belt Line Railroad and the River Front Railroad, at or in the neighborhood of Callowhill Street, and the construction of a connection between The Philadelphia Belt Line Railroad and the Pennsylvania Railroad at or in the neighborhood of Swanson and Tasker Streets (the said parties of the first part hereby agreeing that the said respective connections shall be permitted to be made in an effective way, under the direction of, and in a manner satisfactory to, the Chief Engineer of the parties of the first part, and in accordance with maps attached hereto and marked B. L. 1 and B. L. 2) the parties of the first part will receive from the party of the second part and will deliver, as the said party may direct, all empty and loaded cars tendered to them by the party of the second part, as follows, viz: They will receive at either or both of said junctions, all such cars on the tracks, to be provided by the party of the second part, and deliver them to any warehouse, siding, pier, yard, or other business establishment between said junctions, or to the tracks of the party of the second part at the other junction.

They will also receive such cars at any sidings between said junction points, and deliver them as desired to either junction or other siding now existing, or which may be hereafter constructed between said junction points as desired, and will do all shifting necessary at such sidings between said junction points.

Provided, however, they shall not be required to accept any such cars destined to or from any pier or warehouse siding owned by either of the parties of the first part between said junction points. The party of the second part may connect with the tracks of the parties of the first part between said junction points, any additional sidings, to piers, warehouses, yards or other business establishments, not owned by the parties of the first part, which they may hereafter desire to so connect, such connections to be made promptly and in an effective way under the direction of and in a manner satisfactory to the Chief Engineer of the parties of the first part, and reserving all legal rights to the party of the first part.

SECOND. That, in consideration of the above covenants of the parties of the first part, the party of the second part will pay to the said parties of the first part the following prices, which shall include all charges for shifting:

- A. For each loaded car passing over the entire line between Callowhill and Tasker Streets, \$1.30.
- B. For each empty car passing over the entire line between Callowhill and Tasker Streets, 65 cents.
- C. For each loaded car received at either point of junction, and delivered to an intermediate siding, \$1.00.
- D. For each empty car received at either point of junction, and delivered to an intermediate siding, 50 cents.

E. For each loaded car taken from an intermediate siding, and delivered to either junction, or to an intermediate point, \$1.00.

F. For each empty car taken from an intermediate siding, and delivered at either junction, or to an intermediate point, 50 cents.

The above rates are for eight-wheeled cars, and one-half of the same shall be charged for four-wheeled cars.

THIRD. It is hereby covenanted and agreed between the parties hereto, that the cars so received from, or to be delivered to, the party of the second part, shall be moved and shifted by the parties of the first part, with the same promptness and despatch which they currently give to their own traffic.

FOURTH. It is further covenanted and agreed that this contract is made and entered into upon the basis of the party of the second part being and remaining a company with the ownership of a majority of its stock vested absolutely in The Commercial Exchange of Philadelphia and the Philadelphia Board of Trade, or similar Commercial organizations, and controlled in its operations by Trustees, as provided for in the Ordinance of Councils of the City of Philadelphia, dated December 26th, 1890, in reference thereto; and in case the Railroad of the party of the second part shall cease to be maintained for the common use of all railroads upon equal terms and without discrimination, then this contract shall cease and determine, and become of no effect, and the parties of the first part shall have the right to sever the connections authorized in the first section of this contract.

FIFTH. It is further understood and agreed that the tracks of the party of the second part or tracks for the use of which

they may have traffic arrangements, may be used by the parties of the first part upon equal terms and conditions with all other railroads, and without discrimination, and that all traffic which the parties of the first part may desire to have moved thereon will be done upon as favorable terms and conditions, and with like promptitude as shall be done concerning traffic for any other party.

SIXTH. Should any dispute arise between the parties hereto in reference to any matter herein contracted to be performed, as herein provided, the same shall be submitted to arbitration, each party shall appoint one arbitrator, and the two so chosen shall select a third disinterested and competent person, and the decision of the three, or a majority of them, shall be final and binding as to the matter in dispute. Should either party neglect to appoint an arbitrator after five days' notice in writing from the other party, the party so giving notice may appoint an arbitrator for the defaulting party, and these two shall select a third as above set forth, and their decision shall in like manner be final and conclusive, and the arbitration herein provided for shall be made a rule of any Court of Common Pleas of Philadelphia County, and the award of the arbitrators shall be enforceable by said Court by appropriate process.

SEVENTH. It is hereby mutually covenanted and agreed that at any time after the expiration of two years from the date of the execution of this agreement, the party of the second part may, upon one (1) year's written notice to be given by the parties of the first part, be required to construct that portion of its railroad between Queen and Tasker Streets, in the City of Philadelphia, the parties of the first part hereby agreeing that the connection necessary to be made with their tracks at or near Queen Street and all crossings of the tracks of the parties of

the first part, necessary therefor at Queen Street and at Tasker Street and between those streets shall be permitted to be made in an effective manner under the direction of their Chief Engineer; and that at the expiration of the said year, the use of the tracks of the parties of the first part between Queen and Tasker Streets shall cease and determine; and upon the construction of such portion of the said railroad of the party of the second part, there shall be a fair and ratable reduction made by the parties of the first part of the transportation charges provided for in the second article hereof, said reduction to be determined by the mutual agreement of the parties, or, in case of disagreement, by arbitration, provided for in the sixth article hereof; and the said tracks of the party of the second part between Queen and Tasker Streets shall be available for the movement of traffic of the parties of the first part as provided in the fifth article of this agreement. But it is understood and agreed that the charge to be made by the parties of the second part, for the use of its line between Tasker and Queen Streets, to the parties of the first part, shall not exceed the price to be paid in accordance with this contract by the parties of the second part, for the use of the line of the parties of the first part, between Queen Street and Callowhill Street.

It being further mutually covenanted and agreed that the parties of the first part shall interpose no obstacle to the construction of the said tracks of the party of the second part between Queen and Tasker Streets in accordance with the Ordinance of Councils of December 26th, 1890, when and as the same may become either necessary or feasible to be constructed under the terms of this agreement, whether the same shall be constructed under notice from the parties of the first part as aforesaid or upon the motion of the party of the second part.

EIGHTH. So much of this contract as relates to the use of the River Front Railroad Company's tracks south of Callowhill Street to their terminus, at or near Dock Street, shall continue in force until Delaware Avenue shall have been widened between said points, and the tracks of the party of the second part shall have been laid upon said widened avenue, and made ready for use, and the party of the second part shall use due diligence in laying their tracks between Callowhill Street and the southern terminus of the River Front Railroad. That portion relating to the tracks of the Pennsylvania Railroad Company, extending from the southern end of the River Front tracks, at or near Dock Street, to Queen Street, shall continue in force until Delaware Avenue shall have been widened between said points, and for a further period of ten years thereafter, unless the tracks of the said party of the second part shall have been previously laid upon the said widened Avenue, as hereinafter provided in this article, and have been made ready for use, and from and after the expiration of the said period of ten years after Delaware Avenue shall have been so widened, then upon one year's written notice from either party, the right of the party of the second part to have its traffic moved over the rails of the Pennsylvania Railroad Company, under the terms of this contract, shall cease and determine: and it is understood and agreed that the party of the second part will not lay any main tracks between Callowhill Street and Queen Street on Delaware Avenue during the continuance of this contract, until and as, said avenue shall be widened between said streets, but when any portion of the said Delaware Avenue between Callowhill and Queen Streets shall be widened, the party of the second part shall within six months thereafter or upon six months written notice from the parties of the first part, lay its tracks upon so much of said avenue as shall be so widened; and from time to time make such connec-

tions with the tracks of the parties of the first part as shall be necessary to complete the route from Callowhill to Queen Streets, in an effective way under the direction of and in a manner satisfactory to the Chief Engineer of the parties of the first part; and upon such construction or constructions of such portion or portions of the railroad of the party of the second part, and as often as the same shall occur, there shall be a fair and ratable reduction made by the parties of the first part hereto, of the transportation charges in the manner provided in the seventh article hereof, and hereafter, the traffic of the parties of the first part shall have the right to be moved over the said tracks so constructed by the party of the second part hereto, as provided in the Fifth article hereof. It being further mutually covenanted and agreed, that the parties of the first part shall not interpose any obstacle to the construction of the tracks of the party of the second part, or the connections aforesaid when and as the same may become either necessary or feasible to be constructed under the terms of this agreement, all legal rights, however, being reserved to the parties of the first part. The connection between the River Front Railroad and the Belt Line Railroad shall be made in accordance with the plans hereto attached at the point A on Map B. L. I. The Belt Line Railroad Company, while retaining full ownership of that portion of its tracks south of said point A now laid, agrees that it will not use the same until such time as the tracks of the Belt Line Railroad Company shall be extended southerly on Delaware Avenue, when widened, under the terms of this agreement. The rights of the parties hereto, under this contract, shall not pass by an assignment or sale, judicial or otherwise, to any other party, but this stipulation shall not prevent the pledging of the earnings arising out of this contract, by either of the parties hereto, in making such financial negotiations as it may desire to make.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate seals to be hereunto attached, duly attested the day and year first above written.

The Pennsylvania Railroad Company for itself, and as lessee of the River Front Railroad, by authority of its Board of Directors, granted May 11th, 1892, by

G. B. ROBERTS,

President.



(Seal of the Company.)

ATTEST:

J. C. SIMS,

Secretary.



The River Front R. R. Co., by

J. N. DuBARRY,

Prest.



(Seal of the Company.)

ATTEST:

JAS. R. McCLURE,

Secretary.



The Philadelphia Belt Line Railroad Company,

WALTER F. HAGAR,

President pro tem.



(Seal of the Company.)

ATTEST:

JOHN J. CURLEY,

Secretary.



Exhibit H

PBL Freight Tariff 141, effective Aug. 1, 1977

[Attached hereto]

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

FREIGHT TARIFF 141 Cancels Freight Tariff 138

NAMING

LOCAL SWITCHING RATES

WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

NORTHERN SECTION

North of Allegheny Avenue, but not including cars received from, or delivered to, Δ Consolidated Rail Corporation;

From one siding, yard track or industry to another siding, yard track or industry -
For each loaded car including the return of the empty car..... \dagger $\textcircled{1}$ \$92.49

INTERNAL SWITCHING PERFORMED BY CARRIERS ENGINES:

Cars loaded at one location within a mill or works, moved to another location within confines of same mill or works, and there unloaded, per car..... \dagger \$31.83

SOUTHERN SECTION

South of Callowhill Street, but not including cars received from or delivered to, Δ Consolidated Rail Corporation, or the Baltimore & Ohio Railroad Company:

From one siding, yard track or industry to another siding, yard track or industry -
For each loaded car, including the return of the empty car..... \dagger $\textcircled{1}$ \$95.99

Rates or charges published herein for application on intra-plant, intra-terminal or inter-terminal switching service apply to shipments which are both loaded and unloaded within the same switching district, only when loaded in or on ordinary equipment. Ordinary equipment means:

1. Box cars not exceeding 52 feet in length, inside measurement, but not including box cars of any length which are cushioned underframe, insulated or equipped with any type of loading devices or "XF" cars
2. Flat cars not exceeding 54 feet in length and having marked capacity not greater than 180,000 pounds; but not including flat cars of any length equipped with racks, frames, bulkheads, tie down devices, hoods or other appurtenances extending above the deck of the car, nor on special type flat cars with mechanical designation "FD", "FG", "FW", "FM", as listed under the heading of Heavy Capacity and Special Type Flat Cars in the Official Railway Equipment Register.
3. Gondola Cars having marked capacity not greater than 180,000 pounds; but not including gondola cars of any length equipped with covers, hoods, containers or cradle floors.
4. Open top hopper cars not exceeding 60 feet in length, inside measurement, or having marked capacity not exceeding 180,000 lbs.
5. Cars other than described as ordinary equipment in Paragraph 1 to 4, owned or leased by shipper or consignee.

When shipments that are both loaded and unloaded within the same switching district are loaded in cars that are other than ordinary equipment the rate or charge to apply will be the rate or charge published hereinafter for application to shipments loaded in ordinary equipment as described in 1 - 5 above, plus \$61.46 per car. The provisions of this paragraph will not apply to shipments of Coal, Coke (the direct product of Coal) or Iron Ore.

APPLICATION OF RATES

The rates shown above are for local switching charges only, and do not apply to any part of an interstate shipment, nor to cars which have been received from or are to be delivered to any railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company.

$\textcircled{1}$ - Not applicable on Coke (the Product of Coal); for rate on this commodity refer to ICC 128, PaPUC 124.

ISSUED JULY 1, 1977

EFFECTIVE AUGUST 1, 1977

Δ - Change in wording which results in neither increases nor reductions in charges.

\dagger - Increase.

Δ Issued By

GEORGE J. TREISBACH, Exec. Vice President
323 Bourse Bldg.
PHILADELPHIA, PA. 19106

Exhibit H

THE PROVISIONS PUBLISHED HEREIN WILL, IF EFFECTIVE, NOT RESULT IN AN EFFECT ON THE QUALITY OF THE HUMAN ENVIRONMENT.

Exhibit I

PBL Freight Tariff 60, effective Aug. 1, 1977

[Attached hereto]

No Supplement to this Index
will be issued.

PaPUC 125
Cancels
Pa.P.U.C. No. 122

ICC 129
Cancels
I.C.C. No. 126

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

TARIFF INDEX 60

Cancels
Tariff Index No. 59

LIST OF FREIGHT TARIFFS, ETC.

On File With

Interstate Commerce Commission

Pennsylvania Public Utility Commission

This Index contains list of Tariff Publications in effect

EFFECTIVE AUGUST 1, 1977

SECTION 1

Containing lists of tariffs in which The Philadelphia Belt Line Railroad Company is Initial Carrier.

ICC	PaPUC	ISSUED BY	DESCRIPTION
128	124	The Philadelphia Belt Line Railroad Company	Local Switching-Coke Charges within the City of Philadelphia
130	126	The Philadelphia Belt Line Railroad Company	Local Switching Charges within the City of Philadelphia
ICC	PaPUC	ISSUED BY	DESCRIPTION
H-59	H-59	▲G.S. Trzaska	Car Demurrage Rules and Charges
129	125	The Philadelphia Belt Line Railroad Company	Storage Rule and Charges Tariff Index 60 List of Freight Tariffs.

SECTION 2

(There are no tariffs issued by Foreign Roads in which The Philadelphia Belt Line Railroad Company is shown as a delivering carrier).

SECTION 3

Containing numerical list of The Philadelphia Belt Line Railroad Company Tariffs bearing ICC and PaPUC Numbers.

ICC	PaPUC
128	124
129	125
130	126

ISSUED AUGUST 1, 1977

▲ - Change in wording which results in neither increases nor reductions.

ISSUED BY

GEORGE J. TREISBACH, Exec. Vice President
323 Bourse Bldg.
PHILADELPHIA, PA. 19106

Exhibit I

Received.....1977

THE PROVISIONS PUBLISHED HEREIN WILL, IF EFFECTIVE, NOT RESULT IN AN EFFECT ON THE QUALITY OF THE HUMAN ENVIRONMENT.

Exhibit J

PBL 1977 Annual Report - Excerpts

[Attached hereto]

ANNUAL REPORT

OF

The Philadelphia Belt Line Railroad Company

(Full name of the respondent)

323 Bourse Building

Philadelphia, PA 19106

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

FOR THE

YEAR ENDED DECEMBER 31, 1977

Name, official title, telephone number, and office address of officer in charge of correspondence with the Commission regarding this report:

(Name) George J. Treisbach (Title) Executive Vice President

telephone number) 215 WA 5 - 5567
(Area code) (Telephone number)

(Office address) 323 Bourse Building Philadelphia, PA 19106
(Street and number, City, State, and ZIP code)

Exhibit J

2002. RAILWAY OPERATING EXPENSES

1. State the railway operating expenses of the respondent for the year, classifying them in accordance with the Uniform System of Accounts for Railroad Companies.

2. Any unusual accruals involving substantial amounts included in column (b) should be fully explained in a footnote.

Line No.	Name of railway operating expense account (a)	Amount of operating expenses for the year (b)	Line No.	Name of railway operating expense account (a)	Amount of operating expenses for the year (b)
	MAINTENANCE OF WAY STRUCTURES	\$		TRANSPORTATION—RAIL LINE	\$
1	(2201) Superintendence	10,043.	28	(2241) Superintendence and dispatching	44,830.
2	(2202) Roadway maintenance	67,416.	29	(2242) Station service	4,577.
3	(2203) Maintaining structures		30	(2243) Yard employees	
4	(2203½) Retirements—Road		31	(2244) Yard switching fuel	
5	(2204) Dismantling retired road property		32	(2245) Miscellaneous yard expenses	
6	(2208) Road property—Depreciation	885.	33	(2246) Operating joint yards and terminals—Dr	
7	(2209) Other maintenance of way expenses	5,543.	34	(2247) Operating joint yards and terminals—Cr	
8	(2210) Maintaining joint tracks, yards and other facilities—Dr		35	(2248) Train employees	
9	(2211) Maintaining joint tracks, yards, and other facilities—Cr	83,887.	36	(2249) Train fuel	
10	Total maintenance of way and structures	-----	37	(2251) Other train expenses	
	MAINTENANCE OF EQUIPMENT		38	(2252) Injuries to persons	
11	(2221) Superintendence		39	(2253) Loss and damage	
12	(2222) Repairs to shop and power-plant machinery		40	(2254) Other casualty expenses	4,359.
13	(2223) Shop and power-plant machinery—Depreciation		41	(2255) Other rail and highway transportation expenses	2,911.
14	(2224) Dismantling retired shop and power-plant machinery		42	(2256) Operating joint tracks and facilities—Dr	
15	(2225) Locomotive repairs		43	(2257) Operating joint tracks and facilities—Cr	56,677.
16	(2226) Car and highway revenue equipment repairs		44	Total transportation—Rail line	-----
17	(2227) Other equipment repairs			MISCELLANEOUS OPERATIONS	
18	(2228) Dismantling retired equipment		45	(2258) Miscellaneous operations	
19	(2229) Retirements—Equipment		46	(2259) Operating joint miscellaneous facilities—Dr	
20	(2234) Equipment—Depreciation		47	(2260) Operating joint miscellaneous facilities—Cr	
21	(2235) Other equipment expenses			GENERAL	
22	(2236) Joint maintenance of equipment expenses—Dr		48	(2261) Administration	
23	(2237) Joint maintenance of equipment expenses—Cr		49	(2262) Insurance	
24	Total maintenance of equipment		50	(2264) Other general expenses	25,072.
	TRAFFIC		51	(2265) General joint facilities—Dr	
25	(2240) Traffic expenses		52	(2266) General joint facilities—Cr	25,072.
26			53	Total general expenses	-----
27		-----	54	Grand Total Railway Operating Expenses	-----

* Operating ratio (ratio of operating expenses to operating revenues), _____ per cent. (Two decimal places required.)

2003. MISCELLANEOUS PHYSICAL PROPERTIES OPERATED DURING THE YEAR

Give particulars of each class of miscellaneous physical property or plant operated during the year. Group the properties under the heads of the classes of operations to which they are devoted.

is that of ownership or whether the property is held under lease or other incomplete title. All peculiarities of title should be explained in a footnote.

The totals of columns (b), (c), and (d) should agree with the totals of accounts Nos. 502, "Revenue from Miscellaneous operations," 534, "Expenses of miscellaneous operations," and 545, "Taxes on miscellaneous operating property" in respondent's Income Account for the Year. If not, differences should be explained in a footnote.

In column (a) give the designation used in the respondent's records and the name of the town or city and State in which the property or plant is located, stating whether the respondent's title

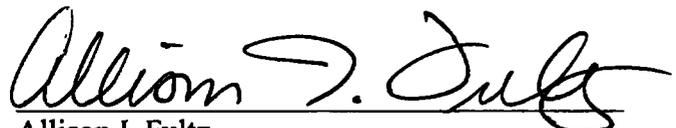
Line No.	Designation and location of property or plant, character of business, and title under which held (a)	Total revenue during the year (Acct. 502) (b)	Total expenses during the year (Acct. 534) (c)	Total taxes applicable to the year (Acct. 535) (d)
1		\$	\$	\$
2				
3				
4	NONE			
5				
6				
8				
9				
10				
11	Total			

Certificate of Service

I hereby certify that I have this day caused to be served a copy of the foregoing
PETITION OF THE PHILADELPHIA BELT LINE COMPANY, INC., FOR DECLARATORY
ORDER to be served by first class mail, postage prepaid upon the following:

John G. Harkins, Jr.
Barbara Brigham Denys
Robert L. Murken
HARKINS CUNNINGHAM LLP
2800 One Commerce Square
2005 Market Street
Philadelphia, PA 19103

Dated this 14th day of January, 2010.


Allison I. Fultz