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September 30, 2013

VIA E-FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street, 2nd Floor
Harrisburg, PA 17120

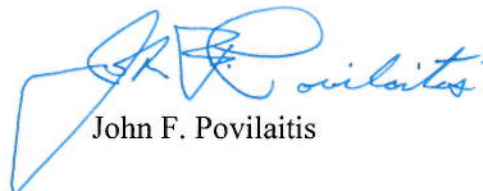
Re: Pennsylvania Public Utility Commission, Bureau of Investigation & Enforcement v.
West Penn Power Company; Docket No. C-2012-2307244

Dear Secretary Chiavetta:

On behalf of West Penn Power Company, I have enclosed for filing West Penn Power Company's Reply to the Limited Objections of Michael Goretzka and Joann Goretzka in the above-captioned matter.

Copies have been served on all parties as indicated in the attached certificate of service.

Very truly yours,



John F. Povilaitis

JFP/kra
Enclosure
cc: Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement,	:	
	:	
Complainant,	:	
	:	
v.	:	Docket No.: C-2012-2307244
	:	
West Penn Power Company,	:	
	:	
Respondent.	:	

**WEST PENN POWER COMPANY REPLY TO THE LIMITED OBJECTIONS
OF MICHAEL GORETZKA AND JOANN GORETZKA**

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

AND NOW, West Penn Power Company ("West Penn" or the "Company"), by and through its counsel, John F. Povilaitis, Alan Michael Seltzer and Buchanan Ingersoll & Rooney PC, files this Reply to the Limited Objections of Michael Goretzka and Joann Goretzka ("Limited Objections"), submitted pursuant to the Pennsylvania Public Utility Commission ("Commission") Opinion and Order adopted and entered on August 29, 2013 ("Order").

I. Introduction

1. The Bureau of Investigation and Enforcement ("I&E") and West Penn filed a Joint Petition for Settlement of the above-captioned Complaint with the Commission on February 13, 2013 ("Settlement"). A late-filed Petition to Intervene in the Complaint proceeding was filed on behalf of Michael Goretzka and Joann Goretzka ("Goretzkas") on February 26, 2013. I&E and West Penn filed Answers in Opposition to the late-filed Petition on March 20, 2013 and March 18, 2013, respectively. In the Order adopted and entered on August 29, 2013, the Commission granted the Goretzkas' Petition to Intervene for the limited purpose of submitting comments on the Settlement and

directed that the Goretzkas could file comments on the Settlement within twenty days of the Order's August 29, 2013 entry date, which was September 18, 2013. The Order further provided that reply comments could be filed by the other Parties to the proceeding within ten days of the date that comments were due, September 30, 2013.¹

2. The Goretzkas served Limited Objections to the Settlement on September 16, 2013. These objections address only two issues in the Settlement, specifically, the frequency of infrared inspections of West Penn's primary distribution system and the intervals at which linemen are provided refresher training on preparing conductors for automatic splice installation. Settlement ¶¶ 18-19. In support of the infrared inspection issue, the Limited Objections cite, discuss and attach a Confidential Term Sheet, including associated emails (Exhibit "A"), from the consolidated civil actions filed by the Goretzkas in the Court of Common Pleas of Allegheny County, Pennsylvania, which related to the accident at issue in the instant matter.²

3. The Company acknowledges that the accident giving rise to this proceeding was serious and tragic and that the Commission recognized the Goretzkas have an interest in the outcome of this proceeding by granting the Petition. Nonetheless, intervenor status carries the obligation to participate in Commission proceedings in a lawful and appropriate manner, including respecting and adhering to the Commission's rules of practice and procedure and to other applicable legal standards as well. As described further below, a portion of the Limited Objections refers to and attaches a copy of a certain confidential document (and related emails) that could not be lawfully filed

¹ September 30, 2013 is the date replies to comments are due based on the operation of Section 1.12(a) of the Commission's Rules of Administrative Practice and Procedure. 52 Pa. Code § 1.12.

² *Court of Common Pleas of Allegheny County, Michael Goretzka et al. v. Allegheny Energy, Inc. et al.*, GD-09-012754 and GD-11-009919 ("Civil Matter").

with the Commission or distributed to the public as done by the Goretzkas in the Limited Objections.

4. West Penn disagrees with the Settlement modifications proposed by the Goretzkas and believes the proposed Settlement is a fair and proper resolution of the issues pursued by I&E in its Complaint following this unusual and tragic accident. To protect its interests, West Penn is replying substantively to the Limited Objections, including the Confidential Term Sheet.

II. Reply to Limited Objections

A. Dissemination of the Confidential Term Sheet and related Emails in the Limited Objections Violates the Confidential Term Sheet and Pennsylvania Law and Should Be Ignored by the Commission.³

5. Without prior notice to the Company or obtaining its consent, the Goretzkas attached as Exhibit A to the Limited Objections a complete copy of a detailed Confidential Term Sheet dated December 5, 2012 signed by civil counsel for West Penn and the Goretzkas, along with emails dated December 6, 2012 and December 10, 2012, referring to said Confidential Term Sheet.

6. Neither the Confidential Term Sheet, by its own express words, nor the emails, were intended by the parties to be provided to the Commission or the public in this or any other administrative proceeding.

7. The contents and the very existence of the Confidential Term Sheet and emails were unambiguously intended to be kept confidential between the Company and the Goretzkas and not communicated to the public or filed with the Commission, as has been done here as a result of being attached to the Limited Objections.

³ Aside from the specific Commission regulations, evidentiary rules and mediation privilege discussed in the balance of this Section, West Penn is concerned that the unlawful release of the Confidential Term Sheet in the Limited Objections by Goretzkas' counsel is a violation of multiple rules of the Pennsylvania

8. The Confidential Term Sheet contains express language supporting its confidential nature:

- The heading contains the words “Confidential Term Sheet”;
- Below the heading, the following condition is noted: “SETTLEMENT COMMUNICATION SUBJECT TO EVIDENCE RULE 408 AND 42 Pa. C.S.A. Section 5949”;
- The Confidential Term Sheet contains a detailed definition of the word “Confidentiality” which notes, among other things, that the existence and facts of the term sheet were to be held “in strict confidence”;
- The prohibition of public dissemination of the Confidential Term Sheet extends, by its own terms, to “all discussions and communications whether oral, written (including, without limitation, in electronic form) ...,” which clearly encompasses the emails attached to the Limited Objections;
- The Confidential Term Sheet contains explicit language intended to ensure that it falls within the statutory *privilege* protecting confidential information conveyed in mediations under 42 Pa.C.S. § 5949 (Confidential mediation communications and documents): “The parties to this agreement acknowledge that this settlement arises from and is derived from the continued conciliation and mediation efforts of Judge Michael Della Vecchia and is therefore privileged pursuant to 24[sic] Pa.C.S.A. Section 5949.”

9. The clear words of the Confidential Term Sheet corroborate that neither it nor the emails contained in the Limited Objections were intended to be distributed to the public or introduced into the record of *any* civil or administrative proceeding as done by

the Goretzkas. To have done so was a violation of the carefully negotiated interim settlement reflected in the Confidential Term Sheet. Since the settlement contemplated by the Confidential Term Sheet was never achieved, there is even a greater need to protect from public disclosure the terms of offered, but unaccepted, settlement proposals.⁴ Indeed, this Commission has long recognized the vexatious and nefarious conduct that can take place with respect to unaccepted settlement offers and therefore has promulgated a regulation directly on point:

§ 5.231 Offers of Settlement

(d) Offers of settlement, of adjustment, or of procedure to be followed, and proposed stipulations not agreed to by every party, including proposals intended to resolve discovery disputes, will not be admissible in evidence against a counsel or party claiming the privilege.

52 Pa. Code § 5.231(d) (provisions first effective January 1, 1985).⁵

10. There is no acknowledgement in the Limited Objections, despite being filed by presumably competent Pennsylvania counsel, that Section 5.231(d) of the Commission's regulations exist, let alone directly embody the Commission's longstanding view of the inadmissibility of unaccepted settlement proposals, like those reflected in the Confidential Term Sheet and related emails.

Rule 4.1 Truthfulness in Statements to Others and Rule 8.4 Misconduct.

⁴ It is irrelevant that the Confidential Settlement Agreement and General Release referenced in the Confidential Term Sheet was never executed. The confidentiality provisions of the Confidential Term Sheet and its incorporation of Rule 408 and 42 Pa.C.S. § 5949 establish the obligation to maintain the confidentiality of this document and other settlement communications.

⁵ Commission opinions interpreting 52 Pa. Code § 5.231 consistently preclude parties from offering evidence of a settlement into Commission proceedings. *See, James Munro v. PECO Energy Company*, Docket No. C-2010-2214718 (Final Order entered June 21, 2012) (holding that an ALJ's decision not to address settlement discussion in his review was "appropriate and consistent with Commission practice . . . offers of settlement are not admissible in evidence against counsel or a party claiming the privilege."); *Jensen v. PECO Energy Company*, Docket No. F-2011-2270675 (Commission Opinion and Order entered December 20, 2012; Order Modified on other grounds May 23, 2013) (omitting those portions of the complainant's pleadings that contained references to offers of settlement pursuant to 52 Pa. Code § 5.231).

11. The Confidential Term Sheet was also expressly made subject to Rule 408 of the Pennsylvania Rules of Evidence, which provides as follows:

Rule 408. Compromise Offers and Negotiations

(a) Prohibited Uses. Evidence of the following is not admissible—on behalf of any party—either to prove or disprove the validity or amount of a disputed claim or to impeach by a prior inconsistent statement or a contradiction:

- (1) Furnishing, promising, or offering—or accepting, promising to accept, or offering to accept—a valuable consideration to compromise the claim; and
- (2) Conduct or a statement made during compromise negotiations about the claim.

Pa.R.E. 408.

12. No mention of Rule 408 is made in the Limited Objections, let alone why the Goretzkas chose to ignore both the letter and spirit of the Confidential Term Sheet by attaching it to the Limited Objections.

13. To the extent the Goretzkas offer the information in the Confidential Term Sheet for the record, the Commission was explicit that it will not conduct any evidentiary hearings or permit the Goretzkas to introduce “new evidence into the record.”⁶

14. As noted above, in no less than two places, the Confidential Term Sheet is made subject to the provisions of 42 Pa.C.S. § 5949, which is Pennsylvania’s mediation “privilege.” Indeed, the Goretzkas and West Penn drafted the Confidential Term Sheet carefully to ensure it would be considered a “mediation,” thereby falling squarely in the Section 5949 privilege.

15. The relevant provisions of the mediation privilege are stated below:

§ 5949. Confidential mediation communications and documents.

⁶ Order at 11.

(a) General rule. – Except as provided in subsection (b), **all mediation communications and mediation documents are privileged.** Disclosure of mediation communications or mediation documents may not be required or compelled through discovery or any other process. Mediation communications and mediation documents shall not be admissible as evidence in any action or proceeding, including, but not limited to, a judicial, **administrative** or arbitration action or proceeding.

42 Pa.C.S. § 5949(a) (emphasis added).

16. This mediation privilege clearly prohibits the admission of communications and documents in connection with mediations in administrative proceedings like this one before the Commission. There is little doubt that the Confidential Term Sheet constitutes a mediation document. Both the Goretzkas and West Penn drafted the Confidential Term Sheet to ensure it would be viewed as a mediation document (i.e., a written document “prepared for the purpose of, in the course of or pursuant to, mediation”), specifically to obtain the benefits of this mediation privilege. The fact that mediation-related communications and documents are subject to a “privilege” rather than just a prohibition on public dissemination provides enhanced protection of the Confidential Term Sheet and its terms and makes the Goretzkas’ disclosure particularly problematic and vexatious.

17. Pennsylvania courts recognize the important reasons why mediation communications and documents must be kept confidential:

If participants cannot rely on the confidential treatment of everything that transpires during these [mediation] sessions then counsel of necessity will feel constrained to conduct themselves in a cautious, tightlipped, non-committal manner more suitable to poker players in a high-stakes game than to adversaries attempting to arrive at a just resolution of a civil dispute. This atmosphere if allowed to exist would surely destroy the effectiveness of a program which has led to settlements . . . , thereby expediting cases at a time when . . . judicial resources . . . are sorely taxed.

United States Fidelity and Guaranty Company v. Bilt-Rite Contractors et al., 2005 U.S. Dist. LEXIS 9299 n.10 (E.D. Pa. May 17, 2005) (quoting *Lake Utopia Paper Ltd. V. Connelly Containers, Inc.*, 608 F.2d 928, 930 (2d. Cir 1979)).

18. Importantly, the mediation privilege under 42 Pa.C.S. § 5949 has been recognized as binding upon the Commission. *Pennsylvania Public Utility Commission v. Birch Acres Water Works, Inc.*, Docket No. R-00072458 (January 4, 2008) (“the settlement embodied in the filed Joint Petition is the product of the Commission’s mediation process.”); *Petition of National Fuel Gas Distribution Corporation Requesting Approval of a Program for Purchase of Natural Gas Supplier Accounts Receivable*, Docket No. P-2009-20099182 (May 10, 2010) (finding that “the settling parties had to agree that everything that took place during the mediation sessions is confidential, as well as privileged as provided in 42 Pa.C.S. § 5949”).

19. The scope of the mediation privilege is expansive. The restriction on the admissibility and dissemination of mediation communications and documents like those at issue here also relate to “administrative proceedings,” which undeniably includes this Formal Complaint proceeding before the Commission. The Goretzkas have made no effort to claim otherwise.⁷

20. The Goretzkas and their counsel breached the confidential mediation privilege set forth at 42 Pa.C.S. § 5949 by submitting a copy of the Confidential Term Sheet with their Limited Objections. The Goretzkas and their counsel were never authorized by West Penn to make these materials public, nor did they even ask.

⁷ The privilege established by Section 5949 is distinct from contractual confidentiality, is all encompassing and is intended to ensure settlement negotiations remain confidential and are not later used as a weapon by one party against another. In other words, the statute is intended to protect a negotiating party from the exact type of conduct the Goretzkas employed here.

21. Accordingly, for the reasons specified above, the Commission should ignore the Confidential Term Sheet, all references thereto in the Limited Objections, and any suggestion or implication that the substantive provisions of the Confidential Term Sheet are in any way binding upon or an admission by West Penn for purposes of this proceeding.

B. The proposed modifications to the Settlement are without merit and should be rejected.

22. West Penn disputes and denies the factual allegations contained in paragraphs 2, 3 and 4 of the Limited Objections concerning the June 2, 2009 accident that fatally injured Carrie Goretzka, West Penn's alleged failure to provide information to the Commission following the accident, and the subsequent civil trial that followed. The Company notes that the Goretzkas' Verification, which accompanies the Limited Objections, states that the language of the Limited Objections is that of counsel and not the affiants, and caveats that "[t]o the extent the contents of the document are based on information furnished to counsel and obtained by them, the affiants have relied upon counsel in making this verification." This demonstrates that the Goretzkas lack personal and firsthand knowledge of certain of the factual allegations contained in portions of the Limited Objections.

23. The Limited Objections recognize that the Settlement presented to the Commission is "good and constructive." Limited Objections ¶ 6. The Settlement, *inter alia*, requires West Penn to conduct an infrared technology inspection of automatic splices on its primary distribution system within three years of the effective date of the Settlement. The Company will also remove and replace automatic splices identified through infrared inspection as being at risk of failure and maintain records of the automatic splice inspection and replacements. Settlement ¶¶ 19-20.

24. In their Limited Objections, the Goretzkas request that the Commission modify the Settlement to require a repeat of the infrared inspection of splices. Limited Objections ¶¶ 7-8. The Goretzkas go further and “suggest” that annual infrared inspections be done by *all* Pennsylvania public utilities. Limited Objections ¶ 8.⁸ These recommendations are completely unsupported and literally represent the Goretzkas’ *suggestion* of how frequent infrared splice inspections should take place. The Limited Objections do not cite or provide any professional or industry opinion in support of the recommendation. Instead, the Goretzkas rely solely on the provisions of (and the two emails related to) the Confidential Term Sheet which, as noted in Section A above, must be ignored since attaching them to the Limited Objections violates several Commission and other prohibitions against publically disseminating or filing settlement and privilege-related information. The Goretzkas’ reliance upon the provisions of the Confidential Term Sheet is even more misplaced and inappropriate since they were never incorporated into a Confidential Settlement Agreement and General Release that was executed by West Penn and the Goretzkas or their representatives.⁹ Any request that

⁸ The Goretzkas’ plaintiffs’ counsel at the time of the settlement of West Penn’s appeal of the Civil Matter appeared to concur with West Penn’s public Settlement with I&E to retrain its linemen and infrared inspect all existing all power line splices once within three years. Pittsburgh Post-Gazette, February 20, 2013 (“As part of the settlement and an agreement with the state Public Utility Commission, Mr. Specter said, West Penn has also agreed to retrain all of its linemen and inspect all of existing power line splices to ensure that they are connected properly.”). Tribune-Review, February 13, 2013 (“Specter hailed the tentative [Settlement] agreement. ‘This is a good day for the people of Southwestern Pennsylvania,’ Specter said. ‘I’m heartened by the agreement to fix the power lines, but it shouldn’t have taken the death of Carrie Goretzka and our investigation of West Penn Power to get this done.’”). In fact, according to the Pittsburgh Post-Gazette, Mr. Specter specifically endorsed the precise terms for infrared inspection and lineman retraining provided for in the Settlement (“Mr. Specter said his client offered to settle the case before trial for \$50 million, provided there was also an agreement for remedial measures. The Goretzkas wanted West Penn to do an infrared inspection of its power lines within three years and retraining of its linemen on proper conductor preparation.”).

⁹ Even the Goretzkas’ interpretation of the Confidential Term Sheet in the Limited Objections is erroneous. Although the Goretzkas suggest the Confidential Term Sheet supports more than one infrared splice inspection or annual inspections, such interpretation is inconsistent with the express provisions thereof. The Term Sheet states, among other terms, that after an initial infrared inspection of its distribution system, West Penn would agree to complete a second infrared inspection “unless ordered to be unnecessary by the PUC.” Attachment A, ¶ 2. It was clear that under the Confidential Term Sheet, which was *never* incorporated into a final and definitive settlement agreement, the timing and frequency of infrared splice

additional infrared inspections be ordered now is inappropriate, unnecessary and premature.

25. The Confidential Term Sheet simply does not support any more frequent infrared splice inspections than specified in the Settlement. By quoting the Confidential Term Sheet, the Goretzkas are relying on one element of a Confidential Term Sheet from a different proceeding with a different mix of settlement terms that provided for a *potential* Commission-ordered second infrared inspection of the West Penn distribution system. Limited Objections ¶ 8. First, the Confidential Term Sheet itself recognized that the Commission may not concur in the necessity or appropriateness of a second infrared inspection. Attachment A, ¶ 2.¹⁰ The Confidential Term Sheet thus acknowledges that the Commission may deem a further infrared inspection to be unnecessary. Second, the Confidential Term Sheet did not waive West Penn's right and opportunity to advocate that further infrared inspections were neither necessary nor cost-beneficial. In fact, it is premature for the Commission to consider a second infrared inspection, much less an annual infrared inspection of all of the Company's primary distribution system automatic splices, before the results of the initial inspection are known and considered. Moreover, after the results of the initial infrared splice inspection have been compiled and provided to the Commission, it has unequivocal authority to direct such further inspections, if any, it believes are necessary or appropriate to ensure the continuation of safe, adequate and reasonable service. There is simply no reason to act prematurely and direct additional infrared splice inspections now that might be both unnecessary and costly. Therefore, the

inspections would ultimately be decided by the Commission, most likely after a request by West Penn calling into question the continued necessity of such inspections. That document cannot support any suggestion that infrared splice inspections will necessarily take place annually or more often than the one inspection specifically addressed in the Settlement.

¹⁰ "West Penn Power will conduct a program of inspection to be completed within 3 years, and again within 5 years *unless ordered to be unnecessary by the PUC using infrared technology....*" (emphasis added).

Commission should not require West Penn to comply with such an extensive and long-term maintenance requirement without a proper record demonstrating that it is cost beneficial and necessary.

26. Furthermore, it would be discriminatory to impose such a requirement only on West Penn and not address the issue on an industry-wide basis. For that matter, the Goretzkas' suggestion that the Commission direct all Pennsylvania electric distribution companies to conduct annual infrared distribution system inspections without those utilities having an opportunity to consider and respond to the imposition of such a rulemaking-type requirement would be a violation of the rulemaking process and the utilities' due process rights.¹¹ For the Goretzkas to call for revised requirements applicable to all jurisdictional electric distribution companies is improper in the context of this proceeding. Such an industry-wide requirement is only lawful in a rulemaking proceeding that amends the Commission's maintenance and inspection regulations.

27. Moreover, the request for "annual" infrared distribution system inspections does not take into account that twelve months is an insufficient amount of time to infrared inspect the entire distribution system. Such inspection efforts are impacted by winter weather conditions and other factors that make them impractical to complete in one year's time. For example, the rural nature of West Penn's service territory requires about one-third of the infrared inspection to be done on foot. Therefore one inspection within three years is reasonable and appropriate.

28. The Goretzkas have not addressed either the expense of a second or annual infrared inspection of the West Penn primary distribution system or the cost benefit of such a requirement. In its Statement in Support of the Settlement, West Penn indicated

¹¹ West Penn assumes that while the Limited Objections argue that the annual infrared inspection requirement should be imposed on "all Pennsylvania public utilities," the Goretzkas' intention was actually

that the civil penalty it committed to pay, and the detailed education, training, inspection and review protocols required by the Settlement were collectively estimated to cost the Company in excess of \$2.5 million. Additional, regular infrared inspections would cost considerably more and the Goretzkas have presented no information that such efforts, after the initial inspection and replacement of automatic splices in need of repair, would be cost effective and beneficial.

29. The potential second infrared inspection was one concession sought by the Goretzkas in the civil action settlement discussions that was never finalized and reflected in a Confidential Settlement Agreement and General Release. By pursuing this inspection issue in this administrative proceeding, the Goretzkas are attempting to obtain a concession sought, but not obtained, in the civil action.

30. The Limited Objections note that the Settlement requires West Penn to conduct refresher training at “regular intervals” with regard to techniques of properly preparing conductors for automatic splice installation. Limited Objections ¶ 9; Settlement ¶ 18. The Goretzkas request that West Penn be required to quantify what is contemplated by “regular intervals” and suggest that the refresher training occur annually. That term was intentionally designed and agreed to by the parties in the Settlement to allow some flexibility in the timing of refresher training based on actual field conditions, the prevailing experience of the Company’s workforce, changes in the industry, and changes that have yet to occur to the training module under other Settlement provisions. Having said that, West Penn currently intends to provide some form of automatic splice conductor preparation refresher updates annually. Under these circumstances and with

that clarification, there is no need for the Commission to modify the terms of the Settlement as a condition of its approval.

31. West Penn does not agree with either of the Goretzkas' requests that the Settlement be modified as suggested in their Limited Objections. The Company notes that I&E, in their Answer in Opposition to the Goretzkas' Petition to Intervene, stated that it had been working in cooperation with the Goretzkas during their civil case and that Goretzkas' counsel was in regular communication with I&E. I&E Answer in Opposition to the Petition to Intervene ¶ 22. Thus, the Goretzkas, through their counsel, had an ongoing opportunity to suggest settlement provisions to I&E. In this case, granting the Settlement modifications sought in the Limited Objections circumvents I&E's judgment on the Settlement terms and undermines the work of the Commission's staff. Providing such relief would also chill the interest of utilities in resolving cases by settlement when late intervenors can succeed in injecting unnecessary additional requirements in a settlement.

32. The Goretzkas' dissatisfaction with at least a portion of the Settlement is an abrupt and unsupported change in position. In fact, upon learning of the Settlement and the details of its various terms, counsel for the Goretzkas was reported as touting elements of the Settlement terms reached in this matter, specifically the retraining of linemen and one infrared inspection of splices,¹² which is one of the Settlement provisions now claimed to be insufficient.

33. The Limited Objections offer no meritorious modifications to the proposed settlement of this Complaint proceeding that the Commission should adopt. Further disputation of the merits of the proposed Settlement will only delay

¹² Pittsburgh Post-Gazette, February 21, 2013 ("That's why he [Shanin Specter] touted the part of the [public] agreement [with BIE] that requires that West Penn linemen be retrained within one year, and that

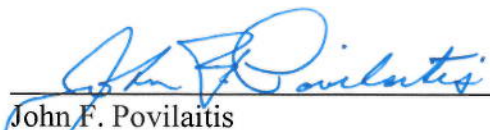
implementation of the beneficial actions West Penn has committed to take with respect to automatic splices on its primary distribution system. Goretzkas' counsel has been critical of delay in the resolution of this case¹³ and prompt action on the merits of this Settlement will end that delay and promote the public interest.

III. Conclusion

WHEREFORE, West Penn Power Company hereby requests that Commission approve the Settlement in this proceeding in its entirety without modification.

Respectfully submitted,

Dated: September 30, 2013



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Attorneys for
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infrared inspections be made of the splices within three years.”).

¹³ Pittsburgh Post-Gazette, December 17, 2012 (“The bigger concern that I have today is when are they going to fix the power lines?..They need to get about the business of fixing their problems.”) (quoting Shanin Specter).

VERIFICATION

I, Eric Dickson, FirstEnergy Director, Operations Services, hereby verify that the information in the foregoing Reply to Limited Objections of West Penn Power Company filed at Docket No. C-2012-2307244, is true and correct to the best of my information, knowledge and belief. I understand that the statements are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to the unsworn falsification to authorities.


Signature

Dated: September 30, 2013

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement,	:	
	:	
Complainant,	:	
	:	
v.	:	Docket No.: C-2012-2307244
	:	
West Penn Power Company,	:	
	:	
Respondent.	:	

CERTIFICATE OF SERVICE


I hereby certify that I have this day served a true copy of the foregoing document upon the parties, listed below, in accordance with the requirements of § 1.54 (relating to service by a party).

Via First Class Mail

Heidi L. Wushinske, Esquire
Pennsylvania Public Utility Commission
Bureau of Investigation & Enforcement
PO Box 3265
Harrisburg, PA 17105-3265

Shanin Spector, Esquire
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Dated this 30th day of September, 2013.



John F. Povilaitis, Esq.