

July 7, 2015

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, Pa. 17120

~~RECEIVED~~

~~JUL 8 2015~~

~~PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU~~

Re: Marlene Broman v. West Penn Power Company
Docket No. C-2015-2485454

Dear Secretary Chiavetta,

On behalf of Marlene Broman, we have enclosed for filing the answers and clarification of our complaint for the mentioned docket.

Copies have been sent to all parties as indicated in the Certificate of Service.

Sincerely yours,



Marlene Broman
4136 Patterson Road
Butler, Pa. 16002
(724) 352-2489

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JUL 22 2015

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Attachments:

- A. Attorney Harry Flannery Letter May 12, 2015
- B. Right a way agreement 10-16-1967
- C. Right a way agreement 4-9-1968

My 84 year old mother and I are not lawyers or pretend to be. We contend that West Penn Power (WPP) is attempting to use a "broadly-worded right-of-way agreement" in 2013 – 2015 while knowing that agreement is not broadly worded and was intended for the usage it was intended for in 1968, when it was agreed to. We do understand that the PUC has no legal authority to interpret the terms and conditions of the agreement. We have enclosed a copy of said 1968 agreement so you can verify that WPP does not have a broadly-worded agreement as they state multiple times in their reply. We will use the WPP question and answer format to reply with, to the best of our ability.

Reply/Requests from WPP questions and answers.

1. We agree that Marlene Broman is a residential customer of WPP.
2. Formal was filed against WPP.
3. WPP does provide residential service.
4. WPP reasonable investigation claims they do not understand why the "other" box was checked and demand proof. NONE of the other blocks applied to our complaint.
5. Not sure why WPP restated our formal complaint?
 - a. We believe a response to the first sentence is required and enclose WPP attorney Harry Flannery's letter and will attest to his phone conversations with Marlene Broman as belittling and strong armed. Attorney Flannery uses both the FERC mandates and the approved Vegetation Management Program (VMP) as his strong armed tactics to justify his position. Complainant demands current FERC mandates that regulate 138 KVW lines and an approved VMP by the PUC. At the last hearing Judge ALJ said none was approved or disapproved.
 - b. What reasonable investigation was done by WPP? WPP 'hides' behind Safety & Reliability to support its VMP because everybody wants safety and reliability. WPP has been on the property multiple times and has pictures of the 125 foot wide hay field that the lines follow back to the tower so no trees except what is beside and in the tower are the only issues to maintenance of the tower and lines. Over 5 WPP representatives were at the October 2013 PUC hearing when WPP testified that the real issue was that the line path was within 25 feet of tree branches and the trees needed to be removed. WPP on its own published and approved its own VMP decades after the 1968 lease and now wants to use the fear of electrical outages to justify its plan. The VMP does not even allow dwarf fruit trees on the Broman farm which could never grow tall enough to come within 35 feet of the lines when full grown. Instead WPP wants sky to ground cutting now claiming safety and reliability concerns.
 - c. Complainant demands details (dates-work orders etc) from WPP as WPP claims they lack knowledge or sufficient information to know when and what was performed. At October 2013 PUC deposition hearing WPP promised Judge ALJ that they would prune tree branches what were within 25 feet of the line, clear the

- tree line to the left side of the tower and clear vegetation and trees around the tower in exchange for Marlene Broman allowing them to cut 2 trees directly under the lines. Both parties agreed as documented in the transcript. To date WPP only concern is the trees on the edge of the right of way. Complainant demands documentation on WPP's VMP work orders for all of its 5 year cycle work on this particular right of way its and its yearly VMP observation dates and findings.
- d. Complainant requests again any formal acceptance of the WPP VMP by the PUC. VMP fails to recognize any small in height trees like fruit trees, wind/snow Barrier fence trees or privacy fence trees that were agreed upon in 1968. Complainant acknowledges that these trees on the very edge of the right of way and could reach into the 25 foot WPP safety zone and at our expense will keep them trimmed to maintain the safety zone. Since WPP reports they do yearly visual inspections this double check should easily maintain the safety and balance the Broman's and WPP both desire.
 - e. WPP now claims it knows nothing about a 25 foot safe zone from lines to vegetation, WPP should review their testimony from the last PUC hearing. WPP claims they had no information or knowledge of the trimming done by the Claimant. WPP chief forester Richard Scott was on site spring of 2015 and measured the closest branch to the line at 23 feet which then caused the claimant to again hire a tree trimmer to cut the few branches headed toward the line so there was much more than 25 feet. That is the recommended distance the FERC recommends for lines over 500 KVW and is a documented fact.
 - f. WPP makes an assumption that since the complainant has had safe reliable electric service means there was line reliability statistic. The line in question does not service complainants residence. Since WPP insists that all trees cause safety and reliability problems complainant demands statistics for this line to show that no safety or reliability issues exist now or before the VMP was implemented.
 - g. Again 5 plus WPP attended the October 2013 PUC deposition hearing and it was WPP who brought up the 25 foot safety zone as the FERC does not have one for 138 KVW low voltage lines.
 - h. Again WPP set the 25 foot standard and it is not something the complainant made up.
6. No Protection from abuse was filed or noted on PUC complaint form.
 7. Agree
 8. N/A
 9. N/A
 10. N/A
 - 11-20. WPP continues to push to power line border trees while continuing to disregard safety issues like the area in and around the tower which they promised to clean up over 2 years ago. If their service employees gets hurt because WPP did not do its basic vegetation job we could be held liable because it happened on our property. The pictures from 2012 – 2013 and 2015 still demonstrate that WPP needs to first get its tower safe before attempting to do sky to ground clearing of property they do not own, pay taxes on or even keep mowed but merely have a right of way access agreement.

21-28. Divided decisions never provided any approval or disapproval of the WPP VMP as is suggested by the WPP reply. Marlene Broman felt that the Judges decision was *final and she lost some trees but was moving on*. When contacted by WPP attorney Flannery she was surprised and belittled for not understanding the latter appeal by WPP where Mr. Flannery made it clear that WPP won.

Wherefore, Marlene Broman, complainant hereby requests that the complaint is not dismissed and WPP is attempting to use an unapproved VMP via a Safety and Reliability process that the PUC does have jurisdiction over. Complainant also requests WPP complete the work they agreed to do in 2013 for safety and reliability issues. Please let us know if we need to supply additional information so this can be submitted in the format the PUC needs it.

Thanks in Advance,

A handwritten signature in cursive script that reads "Marlene Broman". The signature is written in black ink and is positioned above a horizontal line.

Marlene Broman
4136 Patterson Road
Butler, Pa. 16002
(724) 352-2489

May 12, 2015

VIA FEDERAL EXPRESS**RECEIVED**Mrs. Marlene Broman
4136 Patterson Road
Butler, PA 16002

JUL 8 2015

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Transmission Vegetation Management

Dear Mrs. Broman:

As you are aware through the Pennsylvania Public Utility Commission proceedings and the visits to your property, the proposed work plan and West Penn Power Company's vegetation management plan has been approved and discussed on numerous occasions.

On March 24, 2015 after cancellation of a previous meeting and your erroneous opinion that you won the case and that you had not received the Company's formal opinion despite having signed for your copy of said decision, a meeting occurred at your property.

At the meeting it was made clear by your son that you remain in a refusal mode.

Discussion occurred by West Penn representatives including providing a brochure and explanation of the work to be done in the yard, mainly the removal of 2 oaks, 4 cedars, and 5 blue spruce. They clarified that they were not removing the magnolia, apple, yew, and the ornamental pear trees near the road. They offered to grind the stumps, dispose of the wood to your preference, and accommodate your request for cutting vegetation in the fence line area. In return you got upset about talking about tree removals and threatened a law suit and a PUC case and stated that West Penn cannot remove the trees.

If you would like me to attend another meeting at your home to conclude the matter, I would be more than happy to accommodate. But we will end up with the same work that needs done.

The years are passing and the work is scheduled for on or after May 25, 2015.

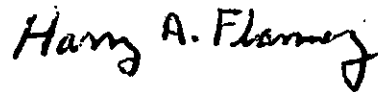
Your understanding in this matter is long overdue. Please understand the job that employees representing the public utility must do involves thousands of miles of vegetation management in order to assure essential safe and reliable electric service.

Exhibit - A

Please understand this work needs done in compliance with a vegetation management plan developed pursuant to Federal mandates. The 2003 blackout resulted in required vegetation management for utilities nationwide.

Thank you.

Sincerely yours,

A handwritten signature in black ink that reads "Harry A. Flannery". The signature is written in a cursive style with a large, stylized 'H' and 'F'.

Harry A. Flannery
Attorney for West Penn Power Company
PA Reg. No. 16716
OH Reg. No. 0070242
NJ Reg. No. IHC002257

HAF/jhp

Enclosures

cc: Richard H. Scott – Supervisor, Transmission VM
Charles Anderson – Manager, Transmission VM
Nicholas Weston – Transmission Forestry Specialist

WILLIAM F. BROMAN ux

to

WEST PENN POWER COMPANY

RECEIVED

JUL 8 2015

RIGHT OF WAY AGREEMENT

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

In consideration of the payment of the sum of One Dollar by West Penn Power Company, a corporation of the Commonwealth of Pennsylvania, the receipt of which is acknowledged, and of the covenants and agreements hereinafter mentioned, we, grantor^S herein, do grant unto the said West Penn Power Company, subject as hereinafter provided, a right of way or easement 180 feet in width, to construct, operate, repair, maintain, remove, and rebuild a portion of two electric transmission systems consisting of such towers, wires, cables, telephone wires and fixtures as the said West Penn Power Company may deem necessary, including the right from time to time to install additional wires, cables, telephone wires and fixtures, over, under, and upon land situate in Jefferson Township, Butler County, Pennsylvania, adjoining properties of W. D. Patterson, William Harlan, John Dawson and Bartley

West Penn Power Company is also granted the right to cross land of grantor^S, including use of roads, if any, by foot or vehicle, for the purposes of exercising this easement. West Penn Power Company is also granted the right to cut, trim, and remove all trees within the limits of said easement as well as any trees beyond said limits which may interfere or threaten to interfere with said transmission systems, and the right to control the undergrowth thereon, by such methods as West Penn Power Company may determine.

West Penn Power Company agrees to pay all damage to property of grantor^S, including fence and crop damage, caused by the operation, additions to, repairing, maintaining, removing, and rebuilding of said transmission systems provided notice in writing is given to the said company within thirty (30) days after such damage occurs.

BOOK 883 PAGE 485

Exhibit - B

STATE OF *Pennsylvania*)
COUNTY OF *Butler*) SS

On this, the *16th* day of *October*, 19*67*.

before me, a Notary Public, the undersigned officer, personally appeared *Wm F. Broman and Marlene Broman, his wife* known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that *they* executed the same for the purposes therein contained.



IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Harry M. Keefer
Notary Public

My Commission expires: **HARRY M. KEEFER, Notary Public
Greensburg, Westmoreland County, Pa.
MY COMMISSION EXPIRES
OCTOBER 13, 1970**

STATE OF)
COUNTY OF) SS

On this, the _____ day of _____, 19____.

before me, a Notary Public, the undersigned officer, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name _____ subscribed to the within instrument and acknowledged that _____ executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission expires:

BOOK *883* PAGE *487*

FORM 1-1-019

WILLIAM F. BROMAN Sr. UX to WEST PENN POWER CO.

RECEIVED

JUL 8 2015

RIGHT OF WAY AGREEMENT

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

In consideration of the payment of the sum of One Dollar by West Penn Power Company, a corporation of the Commonwealth of Pennsylvania, the receipt of which is acknowledged, and of the covenants and agreements hereinafter mentioned, I/we, grantors herein, do grant unto the said West Penn Power Company, subject as hereinafter provided, a right of way or easement variable feet in width, to construct, operate, repair, maintain, remove, and rebuild a portion of two electric transmission systems consisting of such ~~Wires~~ wires, cables, telephone wires and fixtures as the said West Penn Power Company may deem necessary, including the right from time to time to install additional wires, cables, telephone wires and fixtures, over, under, and upon land situate in Jefferson Township, Butler County, Pennsylvania, adjoining properties of W. D. Patterson, William Hanlon, John Lawson and Bartley

West Penn Power Company is also granted the right to cross land of grantors, including use of roads, if any, by foot or vehicle, for the purposes of exercising this easement. West Penn Power Company is also granted the right to cut, trim, and remove all trees within the limits of said easement as well as any trees beyond said limits which may interfere or threaten to interfere with said transmission systems, and the right to control the undergrowth thereon, by such methods as West Penn Power Company may determine.

West Penn Power Company agrees to pay all damage to property of grantors, including fence and crop damage, caused by the operation, additions to, repairing, maintaining, removing, and rebuilding of said transmission systems provided notice in writing is given to the said company within thirty (30) days after such damage occurs.

BOOK 889 141 536

Exhibit-C

The grantors, however, reserve the right and privilege to use the land affected by this easement for agricultural and all other purposes, provided such use will not interfere with the use or occupation of said easement by West Penn Power Company, and that no buildings or structures other than fences will be located or constructed by grantors on said easement.

This agreement provides for the overhang of wires and fixtures outside the 180-foot wide right of way or easement granted October 16, 1967, by grantors herein, and of record in the office of the Recorder of Deeds of Butler County, Pennsylvania, in Deed Book 883, Page 486.



In the event West Penn Power Company exercises the rights herein granted, it shall, before doing so, pay to the grantors the sum of Three Hundred and ⁰⁰/₁₀₀ Dollars (\$300.⁰⁰~~XX~~), and if said sum is not paid on or before October 16, 1963 West Penn Power Company shall not thereafter exercise said rights and all rights and obligations hereunder shall cease, end, and determine, and this agreement shall be null and void.

This document expresses the entire agreement between the parties hereto and shall be binding upon and inure to the benefit of said parties, their heirs, successors, and assigns, the parties hereto agreeing to be legally bound by it.

Signed, sealed, and delivered this 9TH day of April

19 68.

WITNESSED

Wilford M. Russell Jr.
Wilford M. Russell Jr.

William F. Brown Sr. (SEAL)
William Brown (SEAL)

_____ (SEAL)

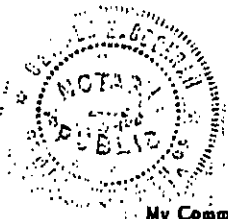
Address of Grantors R. D. 4, Butler, Pa. 16001

STATE OF PENNSYLVANIA)
) SS
COUNTY OF BUTLER)

On this, the 9TH day of APRIL, 1968.

before me, a Notary Public, the undersigned officer, personally appeared
WILLIAM F. BROMAN Sr. & MARLENE BROMAN, his wife,
known to me (or satisfactorily proven) to be the persons whose names ARE subscribed
to the within instrument and acknowledged that THEY executed the same for the
purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Gerald E. Cochran
Notary Public

My Commission expires: GERALD E. COCHRAN, Notary Public
Greensburg, Westmoreland County, Pa.
MY COMMISSION EXPIRES
APRIL 20, 1970

STATE OF)
) SS
COUNTY OF)

On this, the day of , 19 ,

before me, a Notary Public, the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name subscribed
to the within instrument and acknowledged that executed the same for the
purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission expires: BOOK 889 PAGE 538

NAME

ADDR

CITY, STATE, ZIP



Marlene Broman
4136 Patterson Rd.
Butler, PA 16002-0948

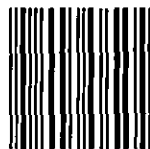
IT'S JUST ME
WISHING YOU A
GREAT DAY



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Hsh Pa 17120
Zip: _____

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